

TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL
NEW DELHI

Dated 25th May, 2016

Broadcasting Petition No.546 of 2015

Fastway Transmission Pvt. Ltd. ... Petitioner
Vs.
Sai Prasad Media Private Ltd. ... Respondent

BEFORE:

HON'BLE MR. JUSTICE AFTAB ALAM, CHAIRPERSON
HON'BLE MR. B.B. SRIVASTAVA, MEMBER

For Petitioners : Ms. Disha Sachdeva, Advocate

For Respondent : None

ORDER

By B.B. Srivastava, Member

The petitioner, Fastway Transmission Pvt. Ltd., a Multi System Operator (MSO) in the business of retransmission of channel signals of various broadcasters to customers through its affiliate cable operators, has filed this petition seeking order/decreed in its favour and against the respondent M/s. Sai Prasad Media Pvt. Ltd., a broadcaster, within the meaning of Interconnect Regulations, of TV channels including interalia "News Express".

The petitioner alleges nonpayment of Rs. 35,88,009/- by the respondent, being the outstanding channel placement charges/carriage fee for placement/carrying the respondent's TV channel "News Express" on agreed

band/frequency on the petitioner's cable TV networks. It also seeks order awarding interest @ 18% on the due amount till the date of payment by the respondent.

The case of the petitioner is that it entered into a channel placement agreement, for placement of channel "News Express" of the respondent, on 27.9.2013 for the period 15.7.2013 to 14.7.2013. The respondent was required to pay an amount of Rs. 1,07,20,000/- excluding taxes; in four installments on receipt of invoices. The petitioner has averred that it fulfilled all obligations on its part as per the agreement. However, the respondent failed to make payments to the petitioner for placement/carriage charges as per agreement. It has also been stated that invoices towards payment of placement charges/carriage fee in accordance with agreement were raised on the respondent; however, only part payments were made in violation of terms of agreement. It has been further submitted that partial payment/nonpayment of invoiced amounts resulted in an outstanding due of Rs. 35,88,009/- as per petitioner's books of accounts. The petitioner has stated that the respondent was requested and regularly reminded for payment of outstanding amount; however of no avail. Copies of the agreement, invoices dated 7.4.2014, the ledger account of the petitioner, letter dated 10.8.2015

and reminders dated 26.8.2015 and 2.9.2015 have been annexed with the pleadings respectively as Annexures P2,P3(colly),P4,P5,P6 and P7.

The respondent did not appear before the Tribunal despite service of notice; and hence the petition was directed to proceed *ex-parte*. The petitioner filed its evidence on affidavit and the witness was examined by the Advocate Commissioner appointed for the purpose. The petitioner's witness Mr. Siddharth Chaturvedi in his examination in chief tendered his evidence and duly identified the documents annexed with the petition in support of contentions of the petitioner.

In view of the forgoing facts we now examine the case of the petitioner and the documents annexed in support of its rights and contentions. It is evident that the agreement has been duly executed by both the parties. The petitioner has also raised invoices from time to time and has received payments as well; as evident from the ledger account annexed with the petition, save and accept an amount of Rs. 35,88,009/-. The ledger account indicates the cheque numbers by which the respondent has effected payments during the currency of the agreement. However, the respondent has chosen not to present its case before the Tribunal inspite of having received the notice in this regard. It is clearly evident that the petitioner has performed its obligations in accordance with the terms of agreement; whereas the

respondent has not only defaulted in fulfilling its financial obligations but has also not pleaded and pursued its case before the Tribunal thereby lending credence to petitioner's averments.

In view of the above, the petition is allowed and the respondent is ordered to pay the amount of Rs. 35,88,009/- along with interest @8% till the date of final payment of the amount.

There will be no order as to costs.

(Aftab Alam)
Chairperson

(B.B. Srivastava)
Member

/NS/