

TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL  
NEW DELHI

Dated 2<sup>nd</sup> September, 2019

Broadcasting Petition No. 675 of 2015

M/s. Comsat Systems Pvt. Ltd.

... Petitioner

Versus

M/s. Vertent Media Soft Pvt. Ltd.

... Respondent

**BEFORE:**

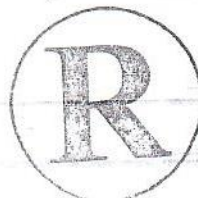
**HON'BLE MR. JUSTICE SHIVA KIRTI SINGH, CHAIRPERSON**  
**HON'BLE MR. A.K. BHARGAVA, MEMBER**

For Petitioner : Ms. Pracheta Kar, Advocate

For Respondent : None

**ORDER**

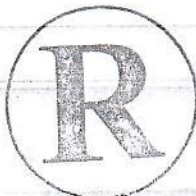
Heard learned counsel for the petitioner. Nobody appears for the respondent. The records disclose that the respondent appeared and filed its reply pursuant to service of notice but subsequently it chose to abandon the contest and hence an order for *ex parte* hearing had to be passed on 24.4.2019. The



respondent did not complete cross-examination of petitioner's witness and chose not to lead any evidence on its behalf.

2. Petitioner is a company engaged in the business of providing uplinking facility and Transponder service to the broadcasters along with other activities. The respondent company is a broadcaster of TV channels. The parties entered into an agreement dated 14.8.2012 under which petitioner granted uplinking facility to the TV channel of the petitioner originally known as "Prabhat News Uttarakhand", later changed to "Shagun TV". Copy of the agreement is Annexure P-2. The agreement was valid for three years, i.e. till 13.8.2015. In terms of the agreement respondent had made a security deposit of Rs.9.00 lakh and for the services rendered by the petitioner the respondent agreed to pay @ Rs.4.5 lakh per month exclusive of taxes.

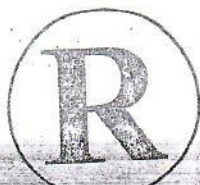
3. Petitioner has claimed in its pleadings and also in evidence that it performed its obligation under the agreement to the full satisfaction of the respondent but the latter always defaulted in making payment as per schedule. Petitioner has brought on record copies of emails dated 19.9.2014, 23.9.2014, 24.9.2014, 25.9.2014 and 26.9.2014, as Annexure P-3(colly). Demand notice as



well as legal demand notice dated 11.2.2015 and 25.2.2015 are Annexure P-4(colly). Several reminders issued by the petitioner in the month of 2015 are Annexure P-5(colly).

4. From the statement of accounts (Annexure P-6), it transpires that petitioner has raised bills and claimed the arrears upto the period 31.7.2015 by way of uplinking charges. On that basis the principal amount claimed is rs.89,87,495/-. On the basis of provision for penal interest @24% in one of the clauses of the agreement, petitioner has claimed the amount of Rs.1,14,02,882/-. This amount is on the basis of penal interest calculated upto 7.12.2015. Petitioner has also claimed pendente lite and future interest @24% per annum over the liquidated claim noted above.

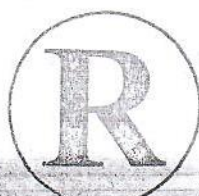
5. After hearing learned counsel for the petitioner in support of the claim noted above, we have also perused the reply filed on behalf of the respondent. The respondent has taken a defence that both the parties had entered into a settlement in the month of September-October, 2014. A copy of a Minutes of Meeting dated 8.10.2014 in Annexure-A. According to the respondent it was agreeable to pay Rs.31.00 lakh and odd as settlement till September,2014 and



accordingly it made a payment of Rs.14,72,981/- (excluding TDS ). The respondent has raised a grievance that petitioner has wrongly omitted to accept the settlement. There is further allegation that some deposits made on 5.3.2015 have not been accounted for. Respondent has annexed an email dated 21.2.2015 (Annexure-C) through which it informed the petitioner that its channel is not on air since last four months and the company is not doing well. The respondent asked to discontinue the teleporting of its channel and prayed for a meeting for final settlement.

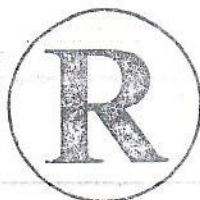
6. According to the learned counsel for the petitioner the defence of the respondent is nothing but a false claim and, therefore, no evidence was led by the respondent to support its defence. However, there is no rejoinder denying the contents of the email dated 21.2.2015 where in the respondent requested to discontinue the uplinking of its channel.

7. On the last date the matter remained part-heard and learned counsel for the petitioner was granted an opportunity to produce copies of invoices raised upon the respondent during the period of the agreement. She has today produced before us a compilation of copies of invoices as well as copies of the



statement of account of the petitioner. Petitioner has also included in the compilation a copy of corrected statement of account in respect of the respondent. This has been done to disclose the dues payable by the respondent upto the month of April 2015. The agreement required two months notice period for making a request for discontinuance of service by the petitioner. We are inclined to act upon the contents of the email contained in Annexure-C and, therefore, petitioner's claim upto July 2015 requires to be pruned so as to confine it to April, 2015. The compilation is taken on record. As per corrected statement of account the principal dues are found to be Rs.74,55,845/-. This amount requires to be reduced by the amount of security deposit of Rs.9.00 lakh which was admittedly paid by the respondent. Hence, the principal amount payable by the respondent comes to Rs.65,55,845/-.

8. The perusal of emails and demand notice sent by the petitioner to the respondent disclose that till the respondent requested for discontinuance of the service, the clause for penal interest was never invoked and no demand for any interest was mentioned. Hence, the claim for penal interest is not found acceptable.



9. Following our judgment in several other similar matters, we are, however, inclined to allow interest @9/% per annum over the principal amount found due, from 16.12.2015 when the petition was filed till the date of realization of the decretal amount. The petition is allowed to the aforesaid extent. There shall be no order as to costs. The respondent is directed to pay the decretal amount within two months failing which, the petitioner shall be at liberty to realize the same through execution proceeding. Office is directed to prepare a decree in the light of this judgement at the earliest, preferably within four weeks.



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**(S. K. Singh, J)**  
Chairperson

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**(A.K. Bhargava)**  
Member