(2026) 02 TDSAT CK 1793

In the Telecom Disputes Settlement And Appellate Tribunal

Case No : Review Application No. 10 Of 2023 (With MA No. 253 Of 2023) In Broadcasting Petition No. 391 Of 2016

Asianet Satellite Communications Ltd — APPELLANT

Vs

M/s Jeevan Telecasting Corporation Ltd — RESPONDENT

Date of Decision : 20-02-2026

Acts Referred:
Telecom Regulatory Authority of India Act, 1997 — Section 14A, 16(2)(f)

Citation : (2026) 02 TDSAT CK 1793

Hon'ble Judges : Ram Krishana Gautam, Member

Bench : Single Bench

Advocate : Shirin Khajuria, Nayan Gupta, Swati Tiwari, Gopal, Aljo K. Joseph

Final Decision : Dismissed

Judgement

Ram Krishana Gautam, Member

1. This Review Application No. 10 of 2023, under section 14 A, read with Section 16(2) (f) of Telecom Regulatory Authority of India Act, 1997 (TRAI Act, 1997), has been filed by Review Applicant/ Respondent, for Review of the Impugned Judgment, dated 09.08.2023, with its decree dated 29.08.2023, passed in BP No. 391 of 2016, with a contention that BP No. 391 of 2016, was filed by Petitioner, for recovery of the dues from the Respondent, pertaining to two agreements, dated 01.02.2014 and 28.07.2015, for a period from 01.06.2013 to 31.05.2015, as well as 01.06.2015 to 31.05.2017, and these two agreements were of a total value of Rs. 6,10,00,000/-, ought to be paid by Review Respondent in its Jeevan Telecasting facility to the Petitioner. And on 31.12.2016, Review Respondent paid Rs. 3,83,05,645/- to the Petitioner. Thenafter, in terms of the additional affidavit, dated 25.02.2023, filed by Petitioner, the Review Respondent paid Rs. 2,26,08,375/- to the Petitioner after 31.12.2016.

2. Out of total consideration of Rs. 6,10,00,000/- in terms of the agreement dated 01.02.2014 and 28.07.2015, the Review Respondent paid Rs.

6,09,14,020/-. Therefore, the difference amount was of Rs. 85,980/- to be paid to Petitioner, as on 31.05.2017. On the contrary, the Petitioner claimed Rs. 1,05,68,330/- as the Principal amount in the additional affidavit, which is baseless and contrary to agreement. The Principal amount shown as of Rs. 7,14,82,350/-, was contrary to agreement.

3. It is admitted that Petitioner in the additional affidavit, dated 25.02.2023, gave a statement and admitted that the Review Respondent has paid Rs. 2,26,08,375/- to the Petitioner, after 31.12.2016. But, the calculation submitted by Petitioner was wrong. The Tribunal completely erred in calculating Rs. 7,14,82,350/- as the Principal amount, against the Principal amount to be in the tune of Rs. 6,10,00,000/- only. Post decree interest was calculated @ 9%. But, the interest calculated by Petitioner is wrong.

4. A Review Application No. 7 of 2023 has been filed by Petitioner, then this Review Application No. 10 of 2023 has been filed by Respondent. Hence, the prayer is to modify the mistake in the Judgment, where it had calculated Principal amount as Rs. 7,14,82,350/-, instead of Rs. 6,10,00,000/-, in the Judgment, dated 09.08.2023.

5. This was replied by Petitioner.

6. Heard Learned Counsels for both side and gone through materials placed on record.

7. Issues were framed. Evidences were led. Arguments were heard. Impugned judgment was got passed.

8. Vide impugned judgment, dated 9.8.2023, recovery petition was got allowed, and decreed in favour of the petitioner. Hence, this Review cum modification application, is with prayer to modify the mistake in the impugned judgment dated 9.8.2023 and decree dated 29.8.2023.

9. From the very perusal of record, it is apparent that Broadcasting Petition No. 391 of 2016, was filed by Petitioner-opposite party in present Review Application against Respondent- present Applicant, with a prayer for a decree, in favour of Petitioner and against Respondent.

10. This Petition was replied by applicant-Respondent, with a contention that Respondent, being a registered Company, runs a Free to Air Regional Satellite Television Channel and operates with the aim of providing great service to the people of Kerala by promoting family and constitutional values, respect for integrity of the country, as well as providing the public with a Kerala centric view of the world, in India as well as Persian Gulf. Agreement dated 01.02.2014 and 31.05.2015, with the Petitioner Company was undisputed. The amount as well as interest accrued there at, get disputed. It has further been contended that he had always been ready and willing to make payment of its just and legitimate dues to its accrued, albeit, in accordance with law and due process.

11. The issues were framed by Court of Registrar. Evidences were led by both side.

12. An additional affidavit by Petitioner, with Statement of Account, has been filed, stating that Respondent had made some intermittent payments after the filling of the present Petition on 31.05.2016, towards the outstanding dues, claimed in the present Petition. This additional affidavit was replied by Respondent, and in the argument, these developments were taken into consideration and the impugned Judgment had been passed, discussing each and every issue in view of the fact and law argued and placed on record.

13. Hon'ble Apex Court in Rajender Kumar Vs Rambhai (2002) SCC Online SC 478, as well law laid down in SLP (C) No. 12787 OF 2025 Malleeswari Vs K. Suguna and Anr, has propounded the narrow areas of the ground of review of judgment by the same court, which are-

(i) The ground of discovery of new and important matter or evidence is a ground available if it is demonstrated that, despite the exercise of due diligence, this evidence was not within their knowledge or could not be produced by the party at the time, the original decree or order was passed.

(ii) Mistake or error apparent on the face of the record may be invoked, if there is, something more than a mere error, and it must be the one which is manifest on the face of the record. Such an error is a patent error and not a mere wrong decision. An error which has to be established by a long-drawn process of reasoning on points where there may conceivably be two opinions can hardly be said to be an error apparent on the face of the record.

(iii) The phrase 'for any other sufficient reason' means a reason that is sufficient on grounds at least analogous to those specified in the other two categories, which court thinks with regard to failure of justice.

14. This Tribunal in RA No. 9 of 2023 in BP No. 617 of 2016 - Intermedia Cable Communication Pvt. Ltd. Vs Sahara India TV Network, vide its judgment dated 6.2.2026, has also followed the above precedent of Hon'ble Apex Court.

15. In the present case, heard the arguments of learned senior counsel for petitioner with regard to additional affidavit of evidence, specifying, in a very clear terms about the remaining amount to be considered in final judgment and this Tribunal in its impugned judgment, has elaborately discussed those facts, in concerned issues, decided by it. The further opinion is not being reiterated or commented in its own judgment, exercising its review jurisdiction.

16. Hence, an appeal has been preferred before Hon'ble Apex Court and matter had been raised before Appellate forum.

17. The ground for review and the argument advanced are of the nature of re-argument and re-appreciation of facts and law in exercise of review jurisdiction, which is not permitted in the narrow scope of review. Rather, may be

permissible under appellate jurisdiction only.

18. Hence, the ground for this review /modification application is of no merit.

19. Resultantly, this review application / modification application is being dismissed as such. Pending MAs, if any, shall also stand disposed of.

