
(2024) 09 TDSAT CK 0010

In the Telecom Disputes Settlement And Appellate Tribunal

Case No : Broadcasting Petition No. 239 Of 2024

M/s Khusboo Multimedia Pvt. Ltd

APPELLANT

Vs

Prasar Bharati

RESPONDENT

Date of Decision : 03-09-2024

Acts Referred:

Citation : (2024) 09 TDSAT CK 0010

Hon'ble Judges : Dhirubhai Naranbhai Patel, Chairperson; Subodh Kumar Gupta, Member

Bench : Division Bench

Advocate : Payal Kakra, Tanya Gupta, Shreya Arneja, Mayank Rai, Rajeev Sharma, Shruti Sharma, Shreya Sharma, Nishant Kandpal

Judgement

1. Looking to the contentious issues raised in this Broadcasting Petition, the same is Admitted.
2. Notice of admission upon respondent, which is accepted by the learned counsel Ms Shruti Sharma and is seeking time to file counter affidavit, which is granted till next date of hearing.
3. Counsel appearing for the petitioner has insisted for interim relief to the effect that the respondent has disconnected supply of signals of "Popular TV" Channel. Counsel for the petitioner further submitted that previously also a Broadcasting Petition bearing B.P. No.181 of 2024 was preferred which had been disposed of by this Tribunal reserving the liberty with the respondent to issue fresh notice in accordance with law before disconnection of the channel of the respondent namely, "Popular TV".
4. It is further submitted by the counsel for the petitioner that without giving 21 days' notice as required, the respondent, in violation of clause 9.1 of an agreement between the parties to this litigation, has disconnected the supply of signals of "Popular TV". The said agreement is at Annexure P-11 to the memo of this petition, and Para-9 for ready reference, reads as under

"9. Termination

This Agreement may be terminated at any time by:

9.1 Either party if the other party commits material breach of the terms of this agreement which remains un-remedied despite service of 21 days notice to remedy the breach;

9.2 By Prasar Bharati, without assigning any reason, after giving 21 days notice in writing. However, in such an even Prasar Bharati shall be liable to refund the balance portion of the Carriage fee."

5. It is further submitted by the counsel for the petitioner that earlier the invoice which was issued by the respondent for Rs.1,36,88,000/- has been revised by the respondent which is now at Rs.90,29,423/-. This demand and the revised demand is for 4th instalment.

6. Counsel for the petitioner submitted that similar correction is also required for 5th instalment also.

7. Petitioner is ready to make the payment of Rs.90,29,423/- by the way of demand draft within a period of 2 days from today towards 4th instalment and for 5th instalment also the amount at Rs.92,00,000/- subject to outcome of this petition.

8. Learned senior counsel appearing for the respondent submitted that there is a non-payment of 4th instalment, 5th instalment, and 6th instalment by the petitioner. The total amount comes to Rs.3,64,05,423/-. It is also submitted by the counsel for the respondent that time and again respondent is seeking extension of time to make the payment towards 4th and 5th instalments which have already been granted and despite the extension of time was granted, the petitioner has not made the payment within the time limit already prescribed by the petitioner and, therefore, "Popular TV" Channel has been disconnected.

9. Having heard learned counsels for both the sides and looking to the facts and circumstances of the case, there is a prima-facie case in favour of the petitioner and if the stay, as prayed for, is not granted, it will cause an irreparable loss to the petitioner. Balance of convenience is also in favour of this petitioner. We, therefore, direct the petitioner –

i) to make the payment of Rs.90,29,423/- by the way of Bank Draft/RTGS to the respondent within a period of two days from today.

ii) We further direct the petitioner to make the payment of Rs.92,00,000/- by the way of Bank Draft/ RTGS to the respondent within further period of one week from today.

10. The aforesaid payments shall be subject to the outcome of this Broadcasting Petition. The payment of the aforesaid amounts shall not tantamount to any admission of facts by the petitioner nor the acceptance of this amount shall

tantamount to any admission of facts by the respondent.

11. The aforesaid amounts shall be adjusted towards the final liability, if any, of the petitioner at the time of final hearing.

12. Upon payment of Rs.90,29,423/- immediately the respondent shall reconnect or re-supply the signals of "Popular TV " to the petitioner.

13. Further instalments, i.e. 6th instalment onwards shall be paid in accordance with law by the petitioner.

14. List the matter under the heading "For Directions" on 20.11.2024.