

(1996) 05 DEL CK 0081

In the Delhi High Court

Case No : L.P.A. No. 82 of 1996 with C.M. No. 1043 of 1996

M/s. Prime Channel and another

APPELLANT

Vs

Union of India and others

RESPONDENT

Date of Decision : 24-05-1996

Acts Referred:

Constitution of India, 1950 — Article 14, 19(1), 226, 32

Citation : AIR 1997 Delhi 18 : (1996) 38 DRJ 106

Hon'ble Judges : M. Jagannadha Rao, C.J; Dalveer Bhandari, J

Bench : Division Bench

Advocate : P.P. Rao and Gopal Subramaniam and K. K. Lahiri, Pramod Sehgal, Ms. Amrita Sanghi and Gaurav Kumar, for the Appellant; Madan Lokur, Ms. Nandini Ramchandran, Ashok Desai and Arun Jaitley and Ms. Vibha Dutta Makhija, Ms. Savita Krishnamurty and Ashish Was, for the Respondent

Final Decision : Dismissed

Judgement

Dalveer Bhandari, J.—This appeal has been preferred against the judgment of the teamed single Judge dated 19-4-1996 passed in Writ Petition No. 1319/96. Brief facts which are necessary to dispose of this appeal are recapitulated as under :

2. An application for production of Serial Chandrakanta based on the novel of late Shri Devki Nandan Khatri was first made to Doordarshan by Shri Kamleshwar a well known short story writer in May, 1984. The Serial was proposed to be completed in 13 episodes. Doordarshan's approval was conveyed for production of this Serial on 28th March, 1985.

3. On the request of Shri Kamleshwar the above Serial was transferred in the name of M/s. Prime Channel on 13th January, 1987. Again on the request of Shri Kamleshwar, Doordarshan granted permission to exhibit 26 episodes including the original 13 episodes for the Serial .Again on the request of the appellant, the Doordarshan vide its letter dated 21st February, 1994 conveyed in principle the decision of the respondents to extend the Serial up to 52 episodes. In this letter

it was clearly stated that Doordarshan would have the right to terminate the extension after giving four weeks" notice in case :

- (i) Viewer-ship of the Serial comes down,
- (ii) if the Serial would not attract adequate spot buys.

The said letter reads as under :

Ref. No. 22/3/Kam/85-P-5-Vol. II 21-2-94 Ms Nirja Guleri, Producer/ Director, C-54, Oshiwara Tarapore Gardens, New Link Road, Andheri (West), Bombay-400 058 Dear Madam,

This has reference to your letter regarding the telecast of TV Serial Chandra Kanta/Chandra Kanta Santiti. We have in principle agreed to grant permission to extend your Serial up to 50 episodes. However, Doordarshan would have the right to terminate the extension accorded by giving 4 weeks notice in case :

1. Viewer-ship of the Serial comes down,
2. If the Serial would not attract adequate spot-buys.

The Serial currently has been allotted from the 20th March, 1994 at 9.00 a.m. The decision regarding category and the telecast fee has already been communicated to you.

You are requested to come on the air from the 20th March, 1994 as discussed earlier.

Sd/- (N. G. SRINIVASA) Controller of Progs. For Director General

3. The Serial was granted further extension of 52 episodes by Doordarshan on 22-12-1994. This extension was given subject to the condition inter alias that the producer would provide a minimum guarantee of at least Rs.20,00,000/- (Net) or Rs. 23,00,000/-(gross) for each episode. Further the extension was subject to Doordarshan's reserving the right to discontinue the Serial with a notice of four weeks in case the minimum guarantee is not met. The letter dated 22-12-1994 reads as under :

Ref. No. 22/3/Karn./85/P-5 22-12-94 Ms Nirja Guleri, M/s. Prime Channel, B-165, Oshiwara Tarapore Gardens, New Link Road, Andheri (West), Bombay-400058. Madam,

Kindly refer to your letter dated 1-12-1994 regarding extension of your Serial "Chander-kanta".

Your request for extension of 52 episodes is approved subject to condition that you will provide a minimum guarantee of at least Rs. 20 lakhs (net) or Rs. 23 lakhs gross for each episode, and the other conditions regarding adjustments within the remaining episodes.

Your request for extension of 52 weeks is however, subject to Doordarshan

reserving the right to discontinue the Serial with a notice of four weeks in case the minimum guarantee is not met.

Please acknowledge and confirm if the above two conditions are acceptable.

Your faithfully,

Sd/-

(Somior Chaudhary)

Chief Producer

for Director General

5. The Serial was granted yet another extension of 52 episodes on 1-12-1995. Apart from the earlier two conditions as usual it was mentioned that prime channels were required to send the synopsis of the future episodes within six weeks of the issue of this letter. The letter dated 1-12-1995 reads as under :

Ref. No. 22/3/Kam/85-P5 1-12-1995 Ms Nina Guleri, M/s. Prime Channel, G-165, Oshiwara Tarapore Gardens, New Link Road, Andheri (West), Bombay-400 058 Madam,

Please refer to your letter dated October 16, 1994 regarding extension of "Chanderkanta".

We are happy to inform you that your Serial has been extended by 52 more episodes for telecast at 9.00 a.m. on Sundays. However, we bring to your kind notice that Doordarshan would have the right to terminate the Serial by giving 4 weeks notice in case :

1. the viewer-ship of the Serial comes down,
2. the Serial would not attract adequate spot-buys.

We, also, request you kindly to send us synopsis of the future episodes within 6 weeks of the issue of this letter.

Thanking you,

Yours faithfully, Sd/- (V. BASAVARAJ) Controller of Progs.

6. On 29-3-1996, Doordarshan informed the appellants that since the commercial spots with the Serial were gradually going down and synopsis of the future episodes had not been received by it in compliance of its letter dated 1-12-1995, Therefore, this Serial must be concluded now in another four episodes to end on 21-4-1996. The letter dated 29-3-1996 reads as under :

Ref. No. 22/ 3/Kam/ 86/ P-5 29-3-96 To Ms Nirja Guleri, M/s. Prime Channel, B-165, Oshiwara Tarapore Gardens, New Link Road, Andheri (West), Bombay-400 058 FAX = 6320221 Madam,

With reference to this Directorate's letter No.22/3/Kam/85-P-5dated1-2-1995, it is to state that the commercial spots with the Serial "Chandrakanta" are gradually coming down and synopsis of the future episodes of the Serial are also not received in this office as stipulated therein. You are, Therefore, directed to complete the Serial "Chandrakanta" in another four episodes.

The last episode of the Serial "Chandrakanta" will be scheduled for telecast on 21st April, 1996.

Thanking you,

Yours faithfully, Sd/- (R. P. MATHUR) Controller of Programmes

7. It may be relevant to mention that in earlier letters dated 21st February, 1994 and 1st December, 1994, Doordarshan clearly reserved the right to terminate the Serial on the aforesaid conditions. The appellants were asked to conclude the Serial in four episodes by 29th March, 1996 in pursuance of the earlier agreement between the parties.

8. It may be relevant to mention that the appellants' conduct has been adversely commented to, in the counter affidavit, to the writ petition filed before the learned single Judge. On number of occasions during the telecast of the Serial, the appellants delivered the cassettes containing the programme due for telecast much beyond the time indicated to them by Doordarshan resulting in grant difficulty in preview of the programme. The appellants did not pay much heed to the letters written to them by Doordarshan from time to time asking for adherence to the specified time limit in this regard.

9. The result of the appellants on number of occasions, exceeding the time limit prescribed for the programme, was that there was a spill over in respect of succeeding programmes adversely cutting into the latter's time in this regard as well. The appellants did not pay any attention to the communication addressed to them by Doordarshan in this regard.

10. Initially when the Serial was approved it was supposed to be based on the famous novel written by late Shri Devki Nandan Khatri. Thereafter, the respondent Doordarshan received a number of complaints from many quarters including Members of Parliament. In those complaints it was mentioned that the characters in the Serial have been violently depicted seriously distorting the original novel. The concern expressed in regard to the distortion of the story and in regard to the violence and obscenity in presentation of episodes was brought to the notice of the appellants, emphasising the need for ensuring that the Serial shown on Doordarshan was clean, wholesome, and entertaining. No response was received from the appellant about the remedial measures taken in this regard. Before telecasting any Serial it is the bounden duty of the doordarshan to ensure that programmes shown on television must be clean, wholesome and entertaining in the larger public interest. These norms have to be strictly adhered to otherwise Doordarshan programmes can have adverse impact on the society

leading to innumerable serious problems and particularly on the young viewers.

11. In the counter-affidavit filed on behalf of the Doordarshan in the writ petition number of circumstances have been pointed out which reflect that much greater consideration and indulgence was shown to the appellants but, in spite of it, ultimately all the adverse factors cumulatively led the Doordarshan to ask the appellants to conclude the Serial by 21st April, 1996.

12. In the counter-affidavit, the Doordarshan has enumerated, number of considerations or types of indulgence shown to the appellants. These considerations are reproduced herein below :

(i) The appellants were entitled for 4/0 seconds of Free Commercial Time (FCT) inside the programme but they were permitted to book additional spots, over and above 470 seconds amounting to a total of 1400 seconds, thus far exceeding the time normally given within a programme.

(ii) The appellants exceeded the time limit stipulated for recapitulating the earlier episodes in the beginning of the new episode despite letters from Doordarshan advising them to adhere to the time stipulated for this purpose.

(iii) On one occasion, the appellants had to be allowed to uplink the programme from Doordarshan Kendra, Bombay consequent upon their failure to submit the programme at Doordarshan Kendra, Delhi which is the normal practice.

(iv) Even the provision regarding four weeks notice for termination of the Serial was a special privilege allowed to the appellants. There has been no other Serial in regard to the telecasting of which this kind of termination notice was provided for.

(v) Even though the appellants failed to provide the programme for telecast to Doordarshan on several occasions, no punitive action was taken against them, whereas in many other cases, the failure to submit the: programme even resulted in the cancellation of the programme.

(vi) In spite of being advised by Doordarshan to seek its prior approval before making changes in the cast, director, production team etc. the appellants have consistently failed to comply with these directions.

(vii) Certain damaging aspects about the disdain shown by the appellants in ensuring that the Serial adhered to the basic norms of providing clean and wholesome entertain ment have even recently come into light through the statements made by one of the former directors of the Serial .

13. In the counter-affidavit of the Doordarshan it is mentioned that from 28th April, 1994, the Doordarshan has decided to telecast Serial "Shree Krishna" at 9.00 a.m. The respondent No. 4 in its counter-affidavit has mentioned that "Shree Krishna" is a serious telecast Serial dealing with the inspiring life of Lord Krishna. The Serial has been produced only after thoroughly researching on the topic from various sources including Indian scripts and historical material. The

epic television Serial sings the glory of Lord Krishna and is based on "SHRIMAT BHAGWAT MAHAPURAN" by Ved Yyas. It provides a proper setting for a family to share their Sunday mornings. In contrast, the Serial telecast by the appellant had no redeeming social value since it was based on fantasies. The Serial telecast by the appellant has also grossly diverted from the original story line and has adopted various means to keep with itself the viewer-ship which had been sought to be built up by resorting to using scenes depicting violence and vulgarity. The effect of the same is to degrade traditional Serial values, especially of young television viewers.

14. It is also mentioned in the counter affidavit of respondent No. 4 that respondent No. 4 has made heavy investment and has incurred expenditure to telecast the first episode of their Serial "Shree Krishna" on Doordarshan Network Channel 1 from 28th April, 1996, The tape of the first episode was already prepared and has been submitted to Doordarshan on 25th April, 1996. The respondent No. 4 has already got commercial bookings of 600 seconds of spot buys and will be generating a substantial revenue for Doordarshan at the very first episode of the Serial. The Serial of the appellants was able to do this well only after a run for several months. This Serial is produced by Ramanand Sagar who earlier produced a popular and a very famous television Serial "Ramayan".

15. The appellants aggrieved by the impugned order dated 29th March, 1996 filed a writ petition before this Court praying therein that the letter dated 29th March, 1996 be quashed and set aside. The writ petition was heard and disposed by the learned single Judge vide judgment dated 19th April, 1996. The learned single Judge has heard the learned Counsel for the parties and has held that the Doordarshan has reserved the right to terminate the Serial on the conditions indicated in its earlier communication that-

- (i) viewer-ship of the Serial comes down,
- (ii) if the Serial would not attract adequate spot buys.

He also mentioned the condition of providing minimum guarantee of at least Rupees 25,00,000/- (gross) and Rs. 23,00,000/- (net) for each episode is in addition to the condition mentioned in the letter of 21st February, 1996. The learned single Judge further mentioned that there is nothing to show that while granting approval to the extension of the Serial by letter dated 1st December, 1995, the condition mentioned in the letter of 22nd December, 1994 of the Doordarshan was given up. Therefore, it was within the domain of the jurisdiction of the Doordarshan to terminate the telecast of the Serial in the event of the Serial not attracting adequate spot buys or in case the viewer-ship of the Serial going down. The learned single Judge has held whether the commercial spots with the Serial "Chandrakanta" have gradually come down or not is a matter which lies in the domain of the second respondent and the court will not sit in judgment over the assessment made by the second respondent Doordarshan. The judicial power of review is not concerned with merits of the decision but it is

the decision making process which is open to scrutiny. It is not the function of the Court to substitute its judgment for- that of the administrative authority.

16. In the reply affidavit filed on behalf of respondent No. 4, it is mentioned that the Doordarshan is today in stiff competition with private national and international satellite channels like the Zee Telefilms network, Star TV, Sony TV, Sun TV, ATN TV, etc. In view of this it is important that the Doordarshan must have the flexibility and freedom to telecast the commercially viable Serial and Doordarshan has to telecast the Serials which are in the larger public interest. It is also mentioned that no person can have a monopoly to telecast the Serial. Such a monopoly would be in violation of the freedom of rights guaranteed under Article 19(1)(a) of the Constitution of India and against the public interest.

17. It is also mentioned that the Serial "Chandrakanta" has lost its story line, its original cast and all its content. The letter dated 29th March, 1996 sent to Sagar Enterprises from the Controller of Programmes. Directorate General indicates that the order of Rs. 25,00,000/- as minimum guarantee was accepted by Doordarshan from the very first episode onwards as against the current minimum guarantee of Rs. 17,00,000/- of the out going programme was accepted. So even in terms of revenue what the Doordarshan is getting is much more by telecasting of the Serial "Shree Krishna". Though of course, now in the affidavit filed by Nirja Guleri on 30th April, 1996 (after hearing was concluded) the appellants have now submitted that they are prepared to offer minimum guarantee of Rs. 46,00,000/-.

18. We have heard Mr. P. P.-Rao, Mr. Gopal Subramaniam, learned Counsel for the appellants and Mr. Ashok Desai, and Mr. Arun Jaitley, learned Counsel for respondent No. 4 and Mr. Madan Lokur for the Union of India at length. We have also carefully considered the judgment of the learned single Judge. The impugned letter of termination dated 29th March, 1996 is based mainly on twin considerations on which the appellants were directed to conclude the Serial "Chanderkanta" in another four episodes. These twin considerations for taking the said_ decision were :

- (i) the commercial spot with the "Chandrakanta" are gradually coming down and
- (ii) The other consideration was synopsis of the future episodes of the Serial are not received within the stipulated period.

These were the two vital considerations which have prevailed with the Doordarshan in taking the said decision. The Doordarshan has initially reserved the right to terminate the Serial on these two considerations even before the permission to telecast "Chandrakanta" was granted to the appellants. The learned single Judge in our view rightly observed that :

"The two conditions mentioned in the aforesaid letter of February 21, 1994, for exercise of the right to terminate are not superseded by the letter of the second

respondent dated December 22, 1994. The condition of providing minimum guarantee of at least Rs. 20 lakhs (net) and Rs. 23 lakhs (gross) for each episode is in addition to the conditions mentioned in the letter of February 21, 1994. There is nothing to show that while granting approval to the extension of the Serial by letter dated December 1, 1995, the conditions mentioned in the letter of December 22, 1994, of the Doordarshan were given up. Thus it is obvious that the second respondent could exercise its right to terminate the telecast of the Serial in the event of the Serial not attracting adequate spot buys or in case of the viewer-ship of the Serial going down. The aforesaid two conditions are also reiterated in the letter of the second respondent dated December 1, 1995. Whether action is taken under the letter of December 1, 1995, or the letter of December 22, 1994 of the second respondent the telecast of the Serial could be discontinued by the second respondent on the ground of the Serial failing to attract adequate spot-buys. This being the position it cannot be said that the aforesaid reason for terminating the Serial was outside the conditions laid down in the letter dated December 22, 1994.

The other question whether the commercial spots with the Serial Chandrakanta have gradually come down or not is a matter which lies in the domain of the second respondent and the Court will not sit in judgment over the assessment made by it (second respondent). The judicial power of review is not concerned with merits of the decision but it is the decision making process which is open to scrutiny. It is not the function of the court to substitute its judgment for that of the administrative authority."

19. Unless cassettes of the episodes of the Serial are received within the stipulated period, the quality of the episode cannot be critically examined by the Doordarshan particularly from the point of view whether telecasting of that Serial would be within the parameters and norms laid down by Doordarshan. In fact, a large number of complaints have been received from a number of people including Members of Parliament, complaining that the Serial "Chandrakanta" has lost its story line, its original cast and all its contents and seeking thereby termination of the Serial .

20. The quality of any Serial can be evaluated by the Doordarshan only when the synopsis of the programmes to be shown are received within stipulated period. When programmes to be shown are not received within the stipulated period, the Doordarshan obviously cannot examine or evaluate the quality of programmes to be shown on Doordarshan and in such an event, likelihood of the Doordarshan telecasting totally indifferent programmes cannot be ruled out. The viewer-ship is bound to come down and such Serial would certainly have adverse repercussions. The Doordarshan would be fully justified in terminating such a Serial in the larger public interest. In the instant case apart from the synopsis which were not received within the stipulated period even commercial spots with the Serial "Chandrakanta" were gradually coming down. The Serial which was approved initially for 13 episodes had been given extension from time to time

and the same story had been allowed to be stretched to 156 television Serial episodes.

21. It may be pertinent to mention that during the course of hearing the respondent indicated that the appellants have not paid outstanding amount running in crores to the Doordarshan. On 26th April, 1996 Shreja, Guleri on behalf of the appellants filed an affidavit before this Court that as of today amount due to Doordarshan is Rs. 1.20 crores. Again after the hearing of the case was concluded Nirja Guleri filed another affidavit on 30th April, 1996 in which it is mentioned that the dues of Rs. 1.20 crores are on account of the payments due from Advertising Company. Any way we do not deem it appropriate to enter into this controversy for the simply reason that it was not raised before the learned single Judge.

22. The learned single Judge has examined some of the leading cases in which law pertaining to the State obligation in contractual matters have been highlighted. We deem it appropriate to examine the action of the respondents in the light of law as crystallised by the Supreme Court in following cases.

23. In Radhakrishna Agarwal and Others Vs. State of Bihar and Others, , the Supreme Court has held that, at the very threshold or at the time of entry into the field of consideration of persons with whom the Government could contract at all, the State, no doubt, acts purely in its executive capacity and is bound by the obligations which dealings of the State with the individual citizens import into every transaction entered into in exercise of its constitutional powers. But after the State or its agents have entered into the field of ordinary contract the relations are no longer governed by the constitutional provisions but by the legally valid contract which determines rights and obligations of the parties inter se.

24. In Dwarkadas Marfatia and Sons Vs. Board of Trustees of the Port of Bombay, , the Supreme Court after examining the earlier cases has come to the conclusion that every action of the State or an instrumentality of the State, must be informed by reason. In appropriate cases, actions uninformed by reason may be questioned as arbitrary in proceedings under Article 226 or Article 32 of the Constitution.

25. In Mahabir Auto Stores and others Vs. Indian Oil Corporation and others, , Sabyasachi Mukharji, the then Chief Justice of the Supreme Court observed as under:--

"In cases where the instrumentality of the State enters the contractual field, it should be governed by the incidence of the contract. But even though the rights of the citizens are in the nature of contractual rights, the manner, the method and motive of a decision of entering or not entering into a contract, are subject to judicial review on the touchstone of relevance and reasonableness fair play, natural justice, equality and non-discrimination in the type of the transactions and nature of the dealings as in the present case. Every action of the State or an

instrumentality of the State in exercise of its executive power must be subject to the rule of law and be informed by reason. In appropriate cases, actions uninformed by reason may be questioned as arbitrary in proceedings under Article 226 or Article 32. Though it may not be necessary to give reasons but in the field of this nature fairness must be there to the parties concerned. So, whatever be the activity of the public authority in such monopoly or semi-monopoly of dealings, it should meet the test of Article 14. If a governmental action even in the matters of entering or not entering into contracts, fails to satisfy the test of reasonableness, the same would be unreasonable. Rule of reason and rule against arbitrariness and discrimination, rule of fair play and natural justice are part of the rule of law applicable in situation or action by State instrumentality in dealing with citizens in a situation like the present one. However, Article 14 cannot and has not been construed as a charter for judicial review of State action after the contract has been entered into, to call upon the State to account for its actions in its manifold activities by stating reasons for such actions."

26. In *Kumari Shrilekha Vidyarthi and Others Vs. State of U.P. and Others*, the Supreme Court observed- as under (Paras 29 and 30 of AIR) :--

"Article 14 applies also to matters of governmental policy and if the policy or any action of the Government, even in contractual matters, fails to satisfy the test of reasonableness, it would be unconstitutional. It is imperative and implicit in Article 14 that a change in policy must be made fairly. The basic requirement of Article 14 is fairness in action by the State. State cannot be permitted to act otherwise in any field of its activity, irrespective of the nature of its functions when it has the uppermost duty to be governed by the rule of law. Non-arbitrariness, in substance, is only fair play in action. This obvious requirement must be satisfied by every action of the State or its instrumentality in order to satisfy the test of validity."

27. In *Food Corporation of India Vs. M/s. Kamdhenu Cattle Feed Industries*, , the Supreme Court reiterated that the State action in contractual sphere must also conform to Article 14 of which non-arbitrariness is a significant facet. The Court observed that . public authority possesses powers only to use them for public good. This imposes the duty to act fairly and to adopt a procedure which is fair play in action.

28. In *LIC of India and Another Vs. Consumer Education and Research center and Others*, , The Court held as under (Paras 27 and 23 of AIR) :--

"In the sphere of contractual relations the State, its instrumentality, public authorities or those whose acts bear insignia of public element, action to public duty or obligation are enjoined in a manner that is fair, just and equitable, after taking objectively all the relevant opinions into consideration and in a manner that is reasonable, relevant and germane to effectuate the purpose for public good and in general public interest and it must not take any irrelevant or

irrational factors into procedure envisaged under Articles 14 and 21. Every activity of the public authority or those under public duty or obligation must be informed by reason and guided by the public interest. It is the exercise of the public power or action hedged by public element that becomes open to challenge. If it is shown that the exercise of power is arbitrary, unjust and unfair, it should be no answer for the State, its instrumentality, public authority or person whose acts have the insignia of public element to say that their actions are in the field of private law and they are free to prescribe any conditions or limitations" in their actions as private citizens simplicities do in the field of private law. Its actions must be based on some rational and relevant principles. It must not be guided by irrational or irrelevant considerations. Every administrative decision must be hedged by reasons "

29. After critically examining the action of the respondents in the light of law declared by the Supreme Court, we are unhesitatingly of the view that the action of the respondents to cancel or terminate "Chandrakanta" was not guided by any irrational or irrelevant considerations. The decision also cannot be termed as arbitrary, unjust and unfair.

30. The commercial as well as public interest are vital considerations in permitting or terminating telecast of any Serial .As a matter of fact the Doordarshan must be extremely careful in selecting the Serials for telecast on Doordarshan. In the present era, the Doordarshan has become the most important source of information, education and entertainment from a very large sections of the Indian Society. The larger public interest must be the paramount consideration in the telecast of all the programmes on the Doordarshan. Even generation of revenue should be a subsidiary factor and not the primary object of the Doordarshan, because of the larger public interest involved.

31. The appellant have filed an application (CM. 1043 of 1993) after hearing of the case was concluded that direction be given to the Doordarshan to allot the 9.00 a.m. to 10.00 a.m. time slot on the Metro channel on Sundays to the appellants as an interim arrangement for telecasting the mega Serial "Chandrakanta". We do not see any propriety of filing the said application after hearing of the case was concluded particularly when the prayer in the application is wholly unconnected with the controversy in issue. The said application requires no consideration or adjudication and is accordingly dismissed.

32. The tele Serial's which have over-tone of violence and sex have to be scrupulously avoided in the larger public interest particularly for younger viewers. We would also like to stress upon the Doordarshan that without carefully and critically examining the Serial ,they must not grant permission or extension of episodes for telecasting Serial's for years. Unless the quality of all the episodes are carefully evaluated and critically examined the Doordarshan would not be justified in entering into agreement for telecasting of any Serial .Entering such agreements would be prejudicial to public interest. In the instant case the Doordarshan had reserved the right to terminate the agreement on the above

mentioned considerations. Therefore, the decision of the respondents in asking the appellants to conclude Serial in four episodes by 21st April, 1996 cannot be called arbitrary, irrational or based on extraneous considerations.

33. When we examine the judgment of the learned single Judge with aforesaid norms and parameters, no interference is called for. The appeal is accordingly dismissed but in the facts and circumstances, the parties are directed to bear their own costs.

34. Appeal dismissed.