

# Nk Infocom vs Direct News Pvt Ltd on 5 May, 2026

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TELECOM DISPUTES SETTLEMENT AND APPELLATE TRIBUNAL,  
NEW DELHI  
Dated 5th May 2026  
Broadcasting Petition No. 239 of 2014

N K Infocom . . . .Petitioner

Versus

Direct News Private Limited . . . . .Respondent  
(formerly known as 'INX News Private Ltd.')

HON'BLE MR. JUSTICE RAM KRISHANA GAUTAM, MEMBER

For Petitioner : Mr. Vibhav Srivastava, Advocate  
Ms. Aashi Arora, Advocate

For Respondent : Mr. Bhagabati Prasad Padhy  
Mr. Gaurav Srivastava

## JUDGEMENT

1. This Petition, under Section 14, read with section 14 A of the Telecom Regulatory Authority of India Act, 1997 (as amended upto date) (hereinafter said to be 'TRAI Act'), has been filed by Petitioner, N. K. Infocom, through Mr. Nirlep Kumar Proprietor against 'INX News Pvt. Ltd.', which subsequently, restructured and named as 'Direct News Pvt. Ltd.', with a prayer of a direction to Respondent to pay the Petitioner the sum of Rs.29,97,387/- (Rupees Twenty Nine Lakhs Ninety Seven Thousands Three Hundred and Eighty Seven only), towards outstanding placement fees, due and payable by the Respondent, to the Petitioner, with further direction, for an interest @ 18 % per annum, or at such rate as this Tribunal may deems fit, for that outstanding amount of placement fees.

2. In brief, the contention of Petition is that Petitioner is Multi System Operator (hereinafter referred to as 'MSO'), carrying on its business as a Cable Television Service provider, duly registered

under the provisions of Section 3, of the Cable Television Networks (Regulation) Act, 1995, (hereinafter referred to as "Cable Television Act".) The Respondent is a Broadcaster, as per TRAI Regulations, and distributing its satellite channel, i.e. "News X", under the name and title as above, written in the memo. The Respondent, for the purpose of placing its channel, namely "News X" on the Petitioner's network, entered into an agreement, dated 01.05.2010, for the period from 20.03.2010 to 31.07.2011 and thereafter entered into another agreement for the period from 01.08.2011 to 31.07.2012, for its continuation of placement as above. But Respondent had never provided the counter signed copy of the said new agreement to the Petitioner, inspite of asking for the same on several occasions. These two agreements i.e. agreements for the period 20.03.2010 to 31.07.2011 and of period 01.08.2011 to 31.07.2012 are Annexure P1 (Colly.) to petition. The Petitioner, in accordance with the said Agreements, had placed the channel of Respondent, namely "News X", throughout the terms of the Agreements, on its network on the band, as specified in the Agreements, and raised with demand on the Respondent, for the placement charges. The copy of the ledgers maintained by the Petitioner are Annexure P2 (Colly.) to petition.

3. Petitioner requested the Respondent to pay the Placement charges, which was assured to be paid very soon and upon assurance, the same remain continued by placing of Respondent's channel on the agreed band of Petitioner. The copy of emails, exchanged, in between, are Annexure P3 (Colly.) to Petition. Because of failure of Respondent to make payment of outstanding placement charge, a legal notice, dated 31.12.2012, was got issued demanding therein the outstanding dues, payable by the Respondent to the Petitioner, as against the placement charge. But neither Respondent responded to this legal notice, nor made any payment towards its outstanding dues. This Legal Notice, dated 31.12.2012 is Annexure P4 (Colly.) to petition. The outstanding placement dues, accumulated, was to the tune of Rs.29,97,387/- (Rupees Twenty Nine Lakhs Ninety Seven Thousands Three Hundred and Eighty Seven only). The cause of action, within the jurisdiction of this Tribunal, and under period of limitation, had arisen. Hence, this Petition, with above prayers, got filed.

4. Reply, was with this contention that the Petition, as such was not maintainable and was liable to be dismissed at the very outset, on the ground that the Petitioner is an unregistered proprietorship firm, whose proprietor is stated to be Mr. Nirlep Kumar and it is a settled proposition of law that an unregistered proprietorship firm is not a legal entity, which can sue or be sued in its own name. The Petition is barred by limitation of three years period. The Agreement allegedly, dated 01.05.2010, was valid from 20.03.2010 till 31.07.2011. Parties had entered into an Agreement, dated 07.05.2010, which was effective from 20.03.2010 till 31.07.2011, which was duly executed between the parties hereto. But the Agreement of 01.05.2010, is not the actual Agreement, which was signed, nor it was with any stamp. The alleged second Agreement was not any Agreement. Rather, it can be at a best, mere offer, unilaterally signed by the Petitioner, but was never accepted, nor acted upon by Respondent. Admittedly, the Petitioner does not have any executed version of the Agreement, between the Petitioner and the Respondent, and the Petitioner's sole basis of claiming the amounts in the above Petition is the above mentioned Agreement, dated 01.05.2010, and the unsigned alleged Agreement, which was nothing more than unilateral offer. However, the Respondent states that in the absence of any executed concluded Agreement, there is no privity of contract, between the Petitioner and the Respondent, of this alleged second Agreement.

5. The earlier Agreement, dated 07.05.2010, for placement of the Respondent's channel, in the agreed frequency, was only for a period, commencing from 01.05.2010 valid upto a 31.07.2011, for which the Respondent has duly made payments, towards placement fee to the Petitioner, amounting to Rs.33,31,060/-. The statement of account/ledger filed by the Petitioner is incorrect. Rather, the correct statement showing payments made to the Petitioner by the Respondent during the aforesaid period, shows payment of a sum of Rs.33,31,060/-, which is commensurate with the placement fee, payable under the said Agreement, dated 07.05.2010, after including the service tax and deducting the Tax at source, in accordance with the law. Meaning thereby, Respondent had paid due amounts towards placement fee, to the Petitioner for the period, upto 31.07.2011 i.e. period of validity, without failure. The disputed one is the Agreement, said to be in effect thereafter. Whereas, the said purported agreement was never extended beyond 31.07.2011, by the Respondent and nor it could be proved, by Petitioner, except by way of an undated unilateral offer, signed by the Petitioner, which was never accepted by the Respondent.

6. The invoices said to be raised for a subsequent period, were never received by Respondent, nor there was any due towards placement charges. Respondent cannot be held liable for unilateral and voluntarily placement of the said channel by the Petitioner. Hence, the alleged e- mails relied upon by the Petitioner's concern, and being said to be exchanged, between the Petitioner and one Mr. Gaurav Kohli, cast a shadow of doubt, as the same have been written to and exchanged through a private 'hotmail' account, as against an official mail ID. Moreover, the Respondent's management had been taken over sometime in July 2012, and the Respondent now believes that the previous employees of the Respondent, who were in knowledge of the fact that the talks of a take-over of the management were in progress, including Mr. Gaurav Kohli, had exchanged the emails, in question, under a mischief, and with a malafide intention, prior to the said takeover of management of the Respondent, to cause undue losses to the new Management, in connivance of the Petitioner. Therefore, the reliance of a purported admission by one Mr. Gaurav Kohli, allegedly on behalf of the Respondent, in the absence of any other substantial evidence, cannot be taken as conclusive proof of any liability of the Respondent towards the Petitioner. Hence, this Petition has been prayed to be dismissed as such.

7. Replication cum Rejoinder for and on behalf of the petitioner, is with negation of contention of reply and reiteration of the contention of Petition, with specific mention of exchange of emails by the authorized officer of Respondent Company and continuous placement of the Respondent's channel. The assurance of payment towards placement fee is given by Respondent.

8. On the basis of pleadings of both side of Court of Registrar framed following issues on 13.10.2014:

1. Whether the instant Petition is not maintainable as the proprietor firm is unregistered under relevant law?
2. Whether the Petition filed by the Petitioner is within the period of limitation?
3. Whether the Placement Agreement for the period from 1.8.2011 to 31.7.2012 is binding on the parties?

4. Whether the Respondent has defaulted in making payment?
5. Whether the statement of account/ledger filed by the parties is correct?
6. Whether the emails sent by Mr. Gaurav Kohli were sent on behalf of Respondent and binding on the parties?
7. Whether the Respondent is liable to pay a sum of Rs. 29,97,387/-

(Rupees Twenty Nine Lacs Ninety Seven Thousands Three Hundred and Eighty Seven Only) to the Petitioner along with interest, as claimed by the Petitioner?

8. Any other issue/relief as deemed fit by the Hon'ble Tribunal.

9. Evidence by way of Affidavit of Mr. Nirlep Kumar for Petitioner and of Mr. Aman Thukral for Respondent got filed and these witnesses were got cross-examined by their respective Counsels.

10. The written submission for and on behalf of Petitioner as well as Respondent got filed.

11. Heard Learned Counsels of both sides and gone through material placed on record.

12. Hon'ble Apex Court in Anil Rishi v. Gurbaksh Singh-AIR 2006 SC 1971 has propounded that onus to prove a fact is on the person who asserts it. Under Section 102 of The Indian Evidence Act, initial onus is always on the plaintiff to prove his case and of he discharges, the onus shifts to the defendant. It has further propounded in Premlata Vs. Arhant Kumat Jain- AIR1976 SC 626 that where both the parties have already produced whatever evidence they had, the question of burden of proof ceases to have any importance. But while appreciating the question of burden of proof and misplacing the burden of proof on a particular party and recording of findings in a particular way will definitely vitiate the judgement. The old principle propounded by Privy Council in Lakshman v. Venkateshwarloo- AIR 1949 PC 278 still holds good that burden of proof on the pleadings never shifts, it always remains constant. Factually proving of a case in his favour is cost upon plaintiff when he fulfills, onus shifts over defendants to adduce rebutting evidence to meet the case made out by plaintiff. Onus may again shift to plaintiff. Hon'ble Apex Court in State of J & K Vs. Hindustan Forest Co. (2006) 12 SCC 198 has propounded that the plaintiff cannot obviously take advantage of the weakness of defendant. The plaintiff must stand upon evidence adduced by him. Though unlike a criminal case, in civil cases there is no mandate for proving fact beyond reasonable doubt, but even preponderance of probabilities may serve as a good basis of decision, as was propounded in M Krishan Vs. Vijay Singh- 2001 CrLJ 4705. Hon'ble Apex Court in Raghvamma Vs. A Cherry Chamma- AIR 1964 SC 136 has propounded that burden and onus of proof are two different things. Burden of proof lies upon a person who has to prove the facts and it never shifts. Onus of proof shifts. Such shifting of onus is a continuous process in evaluation of evidence.

13. This Petition, before this Tribunal, is a civil proceeding and in civil proceeding, the preponderance of probabilities, is the touchstone for making a decision, as against strict burden of

proof, required in criminal proceeding.

14. Issue No. 1 - The very objection with regard to maintainability of Petition, in present form, is that Petitioner is not a registered entity, and for this fact, this plea was taken by Learned Counsel for respondent. But, when asked for, Learned Counsel himself had not pressed this issue. But, as the issue is there, and the law had already been filed by Learned Counsel for Respondent in its written submission, propounded by Hon'ble Apex Court, in a Case titled as Ashok Transport Agency Vs. Awadhesh Kumar and Another, decided on 31.03.1998, with equivalent citations AIR 1999 SC 1484. The para had been quoted in written submission as below:

"A partnership firm differs from a proprietary concern owned by an individual. A partnership is governed by the provisions of the Indian Partnership Act, 1932, Though a partnership is not a juristic person by Order XXX Rule 1 CPC enables the partners of a partnership firm to sue or to be sued in the name of the firm. A proprietary concern is only the business name in which the proprietor of the business carries on the business. A suit by or against a proprietor concern is by or against the proprietor of the business".

15. This proposition goes to help the Petitioner and is against the Respondent. In present case, Petitioner is a proprietary concern, and had filed this Petition against Respondent, by the proprietor of the firm. Hence, being registered or not being registered, is of no effect in present case, filed by a proprietary concern, through its proprietor. More so, Learned Counsel for Respondent had not pressed this issue. Hence, on the legal proposition, written as above, as well as not pressing and conceding the legal proposition, is being decided in favour of Petitioner.

16. Issue No. 2 - This Petition is of year 2014, and the notice of demand, coupled with disconnection, was of date 31.12.2012, and in case of non- response, the placement was got deactivated, and this had arisen the cause of action, for filing of this Petition. Hence, this Petition is well within the period of limitation. When asked by this Tribunal to Learned Counsel for Respondent, as to how this Petition is barred by Limitation? This was again not pressed by Learned Counsel for Respondent. From the very perusal of testimony of Respondent's witness, it is apparent that in his cross examination on this point of limitation, witness had categorically replied about his unawareness for this plea, except on the ground of advise given by Counsel. Hence, the first agreement entered, in between, on 07.05.2010, for the period from 20.03.2010 to 31.07.2011, for a consideration as of placement charge, in the tune of Rs. 29,97,387/-, was of no dispute by Respondent. Rather, it was admitted one, and the payment agreed for placement charge, in between, for this period has been admitted to have been paid by Respondent. Hence, the dispute with regard to first agreement is not there at all. The main dispute is with regard to alleged second agreement, for a period from 01.08.2011 to 31.07.2012, and for this, this Petition is well within the period of Limitation. Hence, this issue is being decided in favour of Petitioner.

17. Issue Nos. 3 & 6 - Both of these two issues are of one and common fact, to be appreciated, in their disposal. Hence, they are being taken together. The Petition contends that the first undisputed agreement entered, in between, was for a period of 20.03.2010 to 31.07.2011, and payment towards

it was made. The second agreement with effect from 01.08.2011 to 31.07.2012, was got entered, in between, though this agreement, after putting signature by Petitioner, was sent to Respondent, for making signature over it, and returning one copy of same to Petitioner. But it was not returned so. And emails have been pressed by Petitioner, which were of Mr Gaurav Kohli and other Officer of Respondent Company, having clear admission of execution of above agreement. This fact has been denied by Respondent, with this saying that this agreement was mere an offer, submitted by Petitioner under its signature, but was never accepted by Respondent, and the placing of the Channel by Petitioner, was a voluntary action, imposing no liability over Respondent. Mr Gaurav Kohli and other Officer, who were of this knowledge that the business of Respondent Company, was to be taken over by present Respondent, hence, they, under connivance with Petitioner, got the emails exchanged, creating the liability under their individual capacity, and Respondent is not bound by this activity of Mr Gaurav Kohli. Hence, this fact is undisputed, that the Channel of Respondent Company, was being placed by Petitioner. And Petitioner had submitted an agreement, signed by it, for putting signature of the Respondent. The Officer of Respondent Company, Mr Gaurav Kohli, had exchanged email, admitting that agreement, but, it was said to be under connivance of Mr Gaurav Kohli with Petitioner. For proving this connivance, the Respondent was with onus to prove this saying, and he had examined one Respondent's witness, Mr Aman Thukral. But, this witness in its examination in chief has categorically said that "7. Thus no new agreement was entered into by the Respondent Company with the Petitioner after 31 July 2011. The alleged undated placement agreement for the period between 01 August 2011 to 31 July 2012 relied upon by the Petitioner is at best a unilateral offer made by the Petitioner, which, for the above stated reason, was never accepted by the Respondent Company.

8. I state that all the emails annexed along with the Petition are exchanged between the Petitioner and one Mr Gaurav Kohli, who is neither an employee nor an agent of the Respondent Company. It is further stated that the correspondence between the Petitioner and Mr Gaurav Kohli is made out private email accounts and thus any alleged arrangement or agreement purportedly entered into was without never had any authority or approval of the Respondent Company".

18. But, when being cross-examined, this witness had categorically admitted in its answer to Question No. 3, that "my knowledge regarding the present matter is only on the basis of Company's documents which have been handed over to me". In reply to Question No. 2, this witness had categorically admitted since, 04.09.2012, he was working with the Respondent Company, though his appointment letter is of dated 16.08.2012, i.e., beyond the period of the present disputed period agreement, which was with effect from 01.08.2011 to 31.07.2012. When asked about the situation of Mr Gaurav Kohli, once he replied his unawareness about Mr Gaurav Kohli, in answer to Question No. 22. But, had admitted in part, in answer to Question No. 23, that Mr Anuj, whom mails have been written by Petitioner on 19.05.2012, 09.01.2012, 06.01.2012, was the employee of Respondent Company, and this Question had been answered in positive, that 'Yes', Mr Anuj was the employee of Respondent Company. Mr Praveer Gaur, to whom the mail was written on 09.01.2012, 06.01.2012, was also the employee of the Respondent Company, which had been admitted in answer to Question No. 24, by this witness. And when asked about, that because of those emails being prior to joining of this witness as employee of Respondent Company, he is not aware about these emails. The witness in its reply to Question No. 28 has admitted the suggestion to be correct one. Hence, the email

address of Mr Anuj, which was employee of the Respondent Company, has been admitted to be correct one. Mr. Gaurav Kohli, being the employee of the Respondent Company, for the period concerned, is undisputed in the reply of Respondent Company. Rather, it had been said that the Company was restructured and taken by present Respondent, subsequently, and Mr. Gaurav Kohli, being the employee of Respondent Company was under this knowledge of prospective transfer of the interest of Respondent Company, with present Company, had exchanged concerned emails with Petitioner. Hence, for proving and fulfilling this onus, by Respondent Company, there is no witness at all, except its witness, who had joined subsequent to above alleged execution of document, and this witness too, had admitted those two employees Mr Praveer and Mr Anuj, working as employee of Respondent Company. Mr. Gaurav Kohli had also been admitted to be an employee of the Company, with whom this agreement was said to have been entered, for that period, which was subsequently, taken over by present Company.

19. The Petitioner's witness by its evidence, have proved the contention of Petition, with its Exhibits, and there is no material variance or contradiction in his cross-examination. Rather, the cross examination is very natural and is in full consonance, with the examination in chief, reiterating the contention of Petition.

20. Hence, Mr Gaurav Kohli, who had exchanged this email and the admission by Respondent's witness of the stamp, proving the purchase of Stamp paper, by Respondent Company, in its name and the writing of the covenants of disputed agreement, with signature of Petitioner over it, is there on record. Hence, the offer, as is being said by Respondent Company, had been acted upon under the admission, made by Respondent Company, with admission of voluntarily placing of the Channel of Respondent by Petitioner, as was being placed on agreed spectrum, in the period of undisputed agreement, is there, with all preponderance of probabilities in favour of Petitioner, and is against the Respondent. Hence, this Issue No. 3, is being decided in favour of Petitioner, with the finding that placement agreement for the period from 01.08.2011 to 31.07.2012, was binding upon the parties, and accordingly, the Issue No. 6 is also being decided in favour of Petitioner that the emails sent by Mr Gaurav Kohli were sent for and on behalf of Respondent at the time when these were entered and subsequently, Respondent Company, had taken over the restructuring of Respondent Company making it bound to obey it. Hence, both of these two Issues are being decided in favour of Petitioner.

21. Issue Nos. 4 & 5 - Both of these two Issues are one and common, with a specific contention by Respondent that it owed no responsibility towards placement dues, for the period under dispute i.e., 01.08.2011 to 31.07.2012, i.e, no payment at any point for this period was said to be made by Respondent Company. Whereas, the ledger and demand notice for accrued placement due, was said to be maintained in usual course and notice was sent to Respondent Company. Ultimately, deactivation of the Channel was made. And this has been said in the testimony of Petitioner's Witness No. 1 that "I state that the other undated agreement, which was for the period from 01.08.2011 to 31.07.2012, was handed over to the distributor of the Respondent, for its signature in the same way, as the earlier Agreement was handed over, but the Respondent with ulterior motive did not provide a counter signed copy of same to the Petitioner and now is denying the same. I state that the backside of non judicial paper used for second agreement bears the seal of the Respondent as a purchaser of the said paper. It clearly reflects that the Respondent had purchased the said non

judicial paper for the second agreement, so that the placement of the Respondent's channel may continue after the expiry of the first agreement i.e., 31.07.2011, which proves that the agreement was not unilateral as the said paper was purchase by the Respondent with the intention to continue its channel "News X" on the petitioner platform. Copy of agreement for the period 01.08.2011 to 31.07.2012 showing the Respondent as a purchaser of the non-judicial paper is exhibited as Exhibit PW-1/2". In Para 8 it has been said on oath that "I state that based upon the terms of the written agreements, the Petitioner raised the demand on the Respondent for the placement charges. The copy of the ledgers is exhibited as Exhibit PW-1/3 (Colly) (Annexure P2 (Colly) of the Petition). The copy of invoices are annexed hereto and marked as Exhibit PW1/4 (Colly). 9. I state that the statement of account / ledger filed by the Petitioner is correct and it also reflects few payments made by the Respondent and on the basis of the same the Respondent is liable to pay a sum of Rs. 29,97,387 /- (Rupees Twenty Nine Lakhs Ninety Seven Thousand Three Hundred and Eighty Seven only). I further state that the Ledger filed by the Respondent along with its reply, also shows that the Agreement was actually commenced from 20.03.2010 as it is clearly mentioned in the said ledger that the Respondent issued a cheque bearing No. 789597, dated 03.08.2010 in favour of the Petitioner for carriage fee for the period 20.03.2010 to 30.09.2010 as part payment."

22.Hence, the ledger filed by Petitioner, as well as the ledger filed by Respondent reveals the payment for a period of undisputed agreement, followed by subsequent payment due, towards placement charge. Hence, this ledger, filed as Annexure, and proved as Exhibit, are in full consonance with contention of Petition.

23.Mr Nirlep Kumar, proprietor of the Petitioner concerned, has filed its affidavit, required under Section 65B of Indian Evidence Act, 1872 with a specific mention of the genuineness of the electronically generated document, being maintained by the Petitioner concerned, in the computer devices, placed at its office, in usual course of business, and being correct one. With regard to this, there is no variance in cross examination, and except the witness testimony of Respondent, who had joined subsequently, with no personal knowledge, rather, the knowledge gained by the record, there is no evidence of Respondent, to disprove this contention of Petitioner. Hence, the statement of account / ledger, filed by parties are held to be correct one, and Respondent had defaulted in making its payment towards placement payment charges, due for subsequent period of agreement of one year, for which a sum of Rs. 29,97,387/- is being claimed. Hence, both of these Issues are being decided in favour of Petitioner as against Respondent.

24.Issue No. 7 - On the basis of discussions made above, the Petitioner with all preponderance of probabilities, had proved the onus of dues of placement charge, in the tune of of Rs. 29,97,387/-, against Respondent.

25.So far as interest is concerned, this Tribunal in many decided Petitions, and considering the present financial fiscal scenario, had repeatedly awarded simple interest @ 9%, for the pendent lite and future period, i.e., till actual date of payment. Hence, the Petitioner is entitled to have a decree for outstanding placement charge in the tune of Rs. 29,97,387/- with a simple interest @ 9% per annum, pendente lite and future i.e., till the actual date of payment, over it. Hence, this issue is being decided in favour of Petitioner as above.

26.Issue No. 8 - On the basis of discussions made above, this Petition merits to be decreed as per finding of Issue No. 7.

ORDER Petition is being decreed with cost. Respondent is being directed to make deposit, within two months of Judgment, in the Tribunal, Rs. 29,97,387/- (Rupees Twenty Nine Lakhs Ninety Seven Thousands Three Hundred and Eighty Seven only), towards outstanding Placement dues, with accrued Interest over above amount, @ 9% Simple Interest for the pendente lite and future i.e., till actual date of payment, for making payment to Petitioner, and in case of default, the same be realised as per legal procedure. Interim order or MAs, if any, stood disposed of.

Formal order/ decree be got prepared by office, accordingly.

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(Justice Ram Krishana Gautam) Member 05.05.2026 /NC/