

IN THE HIGH COURT OF DELHI AT NEW DELHI

W.P.(C) 5109/2010 & CM APPLs 10061-62/2010

Reserved on: 3rd August 2010

Decision on: 11th August 2010

MSM DISCOVERY PRIVATE LIMITED Petitioner

Through: Mr. Soli Sorabjee, Mr. Ramji
Srinivasan, Senior Advocates with
Mr. Gopal Jain, Ms. Smriti Mishra, Mr. Zeyaul
Haque, Mr. Kaushik Mishra, Advocates

versus

VIACOM 18 MEDIA PRIVATE LIMITED

AND ORS. Respondents

Through: Dr. A.M. Singhvi and Mr. Rajiv
Nayyar, Senior Advocates with
Mr. Arun Kathpalia, Mr. Ameet Nair, Mr. Rishi
Aggarwal, Mr. Harshvardhan Jha, Mr. Akshay
Ringe and Mr. Nikhil Rohatgi, Advocates
for R-1/Viacom18.
Mr. A.G. Bhambhani with Ms. Nisha
Bhambhani, Ms. Sonia Sharma and Mr. Lakshita
Sheth, Advocate for Discovery (P).

W.P.(C) 5111/2010 & CM APPL 10076/2010

STAR DEN MEDIA SERVICES PVT. LTD. Petitioner

Through: Mr. S. Ganesh, Senior Advocate with
Mr. Prateek Kumar, Mr. Gaurav Juneja
and Ms. Mamta Tiwari, Advocates

versus

TELEVISION EIGHTEEN INDIA LIMITED

AND ORS. Respondents

Through: Mr. Rajeev Nayyar, Senior Advocate
with Mr. Rishi Aggarwal, Mr. Arun Kathpalia,
Mr. Ameet Nair, Mr. Harshvardhan Jha,
Mr. Akshay Ringe and
Mr. Nikhil Rohatgi, Advocates for R-1.
Mr. A.G. Bhambhani with Ms. Nisha
Bhambhani, Ms. Sonia Sharma and
Mr. Lakshita Sheth, Advocate for Discovery (P).

W.P.(C) 5112/2010 & CM APPL 10078/2010

STAR DEN MEDIA SERVICES PVT. LTD. Petitioner

Through: Mr. S. Ganesh, Senior Advocate with
Mr. Prateek Kumar, Mr. Gaurav Juneja
and Ms. Mamta Tiwari, Advocates

versus

TELEVISION EIGHTEEN INDIA LIMITED
AND ANR.

..... Respondents

Through: Dr. A.M. Singhvi, Senior Advocate
with Mr. Rishi Aggarwal, Mr. Arun Kathpalia,
Mr. Ameet Nair, Mr. Harshvardhan Jha,
Mr. Akshay Ringe and
Mr. Nikhil Rohatgi, Advocates for R-1.
Mr. A.G. Bhambhani with Ms. Nisha
Bhambhani, Ms. Sonia Sharma and Mr. Lakshita
Sheth, Advocate for Discovery (P).

CORAM: JUSTICE S. MURALIDHAR

1. Whether Reporters of local papers may be allowed to see the judgment?
2. To be referred to the Reporter or not?
3. Whether the judgment should be reported in Digest?

JUDGMENT
11.08.2010

1. Writ Petition (C) No. 5109 of 2010 under Articles 226 and 227 of the Constitution by the MSM Discovery Private Ltd. ('MSMD') challenges an interlocutory order dated 27th July 2010 passed by the Telecom Disputes Settlement and Appellate Tribunal ('TDSAT') in Petition No. 220(C) of 2010 filed by Respondent No. 1 Viacom 18 Media Private Ltd. ('Viacom18'). The TDSAT has, by the impugned interlocutory order, restrained the Petitioner MSMD from representing Viacom18 with any third party until further orders.

2. Writ Petition (C) Nos. 5111 and 5112 of 2010 by Star Den Media Services Private Ltd. (STAR DEN) challenge the order dated 29th July

2010 passed by the TDSAT declining interim relief to STAR DEN in Petition No. 248(C) of 2010 while granting an interim relief in Petition No. 222(C) of 2010 filed by Television 18 India Ltd. ('TV 18') and IBN 18 Broadcast Ltd. ('IBN 18') Respondents 1 and 2 respectively. Since both sets of petitions raise similar issues they are disposed of by this common judgment.

3. At the outset, this Court would like to observe that this Court's power under Articles 226 and 227 of the Constitution to judicially review the order of a tribunal is limited. The power is even more limited in regard to interlocutory orders, like the impugned ones. Unless it is shown that the impugned orders are perverse or suffer from some material irregularity or are in violation of the principles of natural justice, interference would generally not be called for.

Facts in W.P. (C) No. 5109 of 2010 by MSMD

4. On 11th February 2009, MSMD and Viacom18 entered into a Memorandum of Understanding (MOU) whereby MSMD was granted exclusive distribution rights of V18 channels, i.e., 'MTV', 'Nick', 'Vh1' and 'Colors' for a period of three years commencing 1st April 2009 and expiring on 31st March 2012. *Inter alia*, the MOU was a revenue sharing one where apart from MSMD paying Viacom18 a fixed fee and a minimum guarantee fee, Viacom18 would also have a share in the total revenue of MSMD on the basis of a formula set out in the agreement itself.

5. Clause XX of the said MOU which is relevant for the present purposes reads as under:

“XX. Termination

Either Party shall be entitled to terminate this MOU or the long form Agreement on material breach of any term or terms contained in such MOU or the Long Form Agreement. However, no such termination shall be effected unless the aggrieved party submits a 90 day Notice on the other party so alleged to be in breach and offers the latter reasonable opportunity to cure such alleged breach. In the event the material breach is suitably addressed or cured to the satisfaction of both the Parties, no further cause shall sustain of such notice for termination. The consequences of breach, including penalty if any, shall be dealt with in the Long Form Agreement.”

6. On 13th July 2010, Viacom18 terminated the MOU by way of a communication sent to MSMD. Admittedly, this was done without giving 90 days’ prior notice as envisaged by Clause XX of the MOU. The ostensible reason for Viacom18 to have terminated the agreement was that MSMD had acted in breach of its contractual obligation to place Viacom18’s channels at prime slots in the bouquet of channels offered by MSMD as an ‘aggregator’ to Multi-System Operators (MSOs). Viacom18 alleged that MSMD had been placing the channels of Viacom18’s rival broadcaster Sony in prime slots in the packages offered by Direct to Home (DTH) operators like Dish TV and Tata Sky who *inter alia* had about 70 per cent of the market.

7. It must be mentioned here that under the MOU, MSMD acted as an agent of Viacom18. In its role as an ‘aggregator’, it distributed the

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channels of broadcasters as part of a distribution platform by creating single or multiple bouquets to MSOs, local cable operators (LCOs)/affiliates/DTH operators for IPTV and other digital distribution networks for ultimate viewership by the consumer. As an 'aggregator' MSMD had the authority to collect subscription revenues from MSO, LCO, DTH operators for the television signals made available to them by the broadcaster. It is important to note that the signals do not pass through any system of the aggregator and are directly delivered to the MSOs/LCOs/DTH operators through satellite. The case of MSMD is that it has no control over the broadcaster Viacom18's signals since Viacom18 uplinks the signals to the satellite directly. The MSOs/LCOs/DTH operators downlink the signal directly and decrypt the signals using Viacom18's Integrated Receiver Decoders (IRDs).

8. On 14th July 2010 MSMD issued a cease and desist notice to Sun TV Network Ltd., which along with Viacom18 had formed a joint venture "Sun 18" which would begin distribution of 33 channels including the four channels of Viacom18 being distributed by MSMD. This arrangement was to take effect from the afternoon of 13th July 2010 itself. On 15th July 2010, MSMD filed a petition under Section 9 of the Arbitration and Conciliation Act, 1996 ('AC Act') in the High Court of Bombay praying *inter alia* for an interim order restraining Viacom18 "from executing any agreements with Multi System Operators, affiliates, cable operators in violation of the Petitioner's rights under the MOU and in respect of the four channels viz. Colors, Nick, MTV and Vh1". The

Petitioner's case in the Section 9 application was that the termination of
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the MOU brought about by the letter dated 13th July 2010 was illegal and that Viacom18 should be restrained from giving effect to the said communication.

9. On 16th July 2010, when the case was taken up in the High Court of Bombay, Viacom18 informed the High Court that they had already executed an agreement with M/s Network 18 Media Investment Ltd. (NMIL) for the purposes of distributing and marketing of the four channels and that Viacom18 was not “required to enter into any agreement with Multi System Operators, affiliates, cable operators in regard to these four channels in respect of subject matter of the agreement which was entered into with the petitioners being agreement dated 11th February 2009”. Taking note of the above statement made by the Senior counsel for Viacom18, the Bombay High Court declined the interim relief prayed for by MSMD.

10. It is pointed out by Viacom18 that notwithstanding the above order even on 17th July 2010 MSMD was claiming that it had a “water-tight” contract valid till 31st March 2012 and “there is no way the Viacom 18 Channels could walk out of the above agreement”.

Proceedings before the TDSAT

11. Meanwhile on 15th July 2010 Viacom18 filed Petition No. 220 (C) of 2010 under Section 14 of the Telecom Regulatory Authority of India Act, 1997 (‘TRAI Act’) before the TDSAT. The main prayer was for the recovery of a sum of Rs.20,90,36,289/- from MSMD along with interest at ***W.P. (C) Nos. 5109, 5111 and 5112 of 2010***

18% per annum and a direction to MSMD to render true and correct account of the revenues generated by it in respect of the distribution of the four channels of Viacom18 from 1st April 2009 till 13th July 2010 and to pay the resultant deficit together with interest at 18% per annum. Another prayer was for permanently restraining MSMD “from representing the Petitioner” in any manner and directing MSMD to remove the channels of Viacom18 from MSMD’s website/brochures/RIOs/bouquets/tiers/advertisements etc. A prayer was also made to permanently restrain MSMD from directly or indirectly interfering with the distribution and marketing of the said channels of Viacom18 either by Viacom18 itself or its alliance.

12. The interim prayers sought by Viacom18 before the TDSAT included a prayer to “restrain the Respondent (MSMD) from representing the Petitioner (Viacom18) after the termination of the MoU on 13.7.2010.”

13. On 19th July 2010, the TDSAT passed the following order:

“Admit.

Mr. Kaushik Mishra, Advocate accepts notice on behalf of the respondent. Reply to the main petition be filed within two weeks and rejoinder thereto, if any, may be filed within two weeks thereafter. Put up the matter for further directions on 19.8.2010.

Let the matter appear for hearing on interim relief on 21.7.2010 as it is stated that in the meanwhile, the respondent shall also file an appropriate petition before us. The petitioner is given liberty to file an additional affidavit in course of the day and serve a copy thereof to the learned counsel for the respondent.”

14. Pursuant to the permission granted by the TDSAT Viacom18 filed an additional affidavit before the TDSAT on 19th July 2010 in which *inter alia* it set out the events that took place subsequent to the termination of the MOU on 13th July 2010. It is pointed out that although the TDSAT was informed by MSMD that it would be filing an “appropriate petition”, no such petition was filed even by the time the TDSAT finally heard the prayers for interim relief on 22nd July 2010 and reserved orders. Thereafter the impugned order was passed on 27th July 2010.

15. In the impugned order, the TDSAT proceeded on the basis that the following two facts were not in dispute:

- (i) That Viacom18 had terminated the contract by issuance of a notice dated 13th July 2010.
- (ii) The said notice was in violation of the clause XX of the agreement.

16. The TDSAT then discussed the provisions of the Specific Relief Act, 1963 (‘SRA’) and in particular Sections 14(1) (a), 38(2), 41(e) and 42 thereof. It also considered the effect of Sections 201 to 206 of the Indian Contract Act, 1872 (‘Contract Act’). The TDSAT took note of the fact that on 13th July 2010, Viacom18 had entered into an MOU with NMIL and further that the Bombay High Court had declined to grant any interim relief to MSMD in its petition under Section 9 of the AC Act. It then observed that “the doctrine of amity or comity may be held to be applicable.”

17. The TDSAT concluded that on the basis of the materials placed on record, MSMD would not be entitled to an order of injunction it had sought since it would, in effect, be seeking specific performance of a contract which could not be specifically enforced in view of the bar under Section 41(e) of the SRA. It then concluded that conversely Viacom18 would be entitled to an injunction restraining MSMD from representing others that it is acting on behalf of Viacom18. Since Clause XX of the MOU was not a negative covenant, the exception in Section 42 of the SRA could also not apply in favour of MSMD. The TDSAT also took note of the decision of the Supreme Court in *Southern Roadways Ltd. v. S.M. Krishnan* (1989) 4 SCC 603.

Submissions of Counsel

18. On behalf of the Petitioner MSMD, it is submitted by Mr. Soli Sorabjee and Mr. Ramji Srinivasan, learned Senior Counsel, that the impugned order of the TDSAT suffers from a patent illegality since it granted interim relief to Viacom18 despite holding that the termination of the MOU, in violation of Clause XX thereof, was illegal. It is submitted that in such circumstances no equitable relief, much less an interim mandatory injunction against MSMD and in favour of Viacom18 could have been granted. Secondly, it is submitted that when MSMD's substantive petition had not yet been considered by the TDSAT, there was no question of hypothesizing whether MSMD could have been granted any interim relief in such petition. Further the TDSAT erred in deciding the said question in the negative, and as a corollary, granting interim relief to Viacom18. It is submitted that the TDSAT committed a jurisdictional

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error in deciding an issue that did not arise for consideration. Thirdly, it is submitted that since Viacom18 had not made out any prima facie case, no interim relief could have been granted to it. Further on balance of convenience, which was an aspect not considered at all by the TDSAT, interim relief should have been denied to Viacom18. The ostensible reason given by Viacom18 for terminating the contract was that MSMD had not made enough efforts to ensure that favourable slots were given to the four channels of Viacom18 in the bouquet of channels offered to the MSOs by MSMD.

19. It is pointed out that in terms of the Clause 13.2A.11 of the Telecommunications (Broadcasting and Cable Services) Interconnection (Fourth Amendment) Regulation 2007, no agent of such broadcaster can “directly or indirectly, compel any direct to home operator to offer the entire bouquet or bouquets offered by the broadcaster to such operator in any package or scheme being offered by such direct to home operator to its direct to home subscribers.” It is submitted that the positioning of the channels of Viacom18, particularly in Tata Sky or Dish TV, was not within the control of MSMD and, therefore, even otherwise the termination of the MoU was fully unjustified. Relying on the judgment of the Madhya Pradesh High Court in *Jabalpur Cable Network Pvt. Ltd. v. ESPN Software India Pvt. Ltd. AIR 1999 MP 271*, it is pointed that the peculiar nature of the transactions which formed a chain was such that it would have huge repercussions in the industry. It is pointed out that the Petitioner has already entered into thousands of individual contracts with MSOs all over the country, and in turn there were several tens of

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thousands of LCOs and a greater number of consumers and all of them would be affected. It is submitted that the 90 days' notice period was mandatory and based on an understanding that it would take either party at least three months' time to make alternative arrangements to cope with the adverse effect of the termination of the MOU. Without prejudice to the pleas taken, it was submitted that Viacom18 should permit the present arrangement to continue at least till the end of 2010.

20. Appearing for Viacom18, it is submitted by Dr. A.M. Singhvi and Mr. Rajiv Nayyar, learned Senior Counsel that it was neither permissible in law nor possible for the TDSAT to put back the parties to a position in which they were prior to the termination of the MOU. It is submitted that in the light of Section 15 of the TRAI Act, it was not possible for the disputes between the parties to be brought before any other forum. Whatever relief that Viacom18 may have got by filing a civil suit, was required to be sought by it before the TDSAT. It is pointed out that there were two immediate consequences of the termination of the MOU which had to be tackled by Viacom18. One was the claim by MSMD that the termination was illegal on the basis of which it issued a cease and desist notice to the Sun TV Network after learning that Viacom18 had, on 14th July 2010 itself, entered into a separate distributorship agreement with NMIL. The second was that despite the termination of the MOU, MSMD was continuing to hold itself out as an agent of Viacom18. It is submitted that irrespective of whether the termination was valid or not, the parties could not be put back to a position as if the MOU had not been

terminated. The only remedy available to MSMD, and which proposition had been accepted by the TDSAT, was that it could claim damages for the losses suffered by it. Reliance is placed on the judgments of the Supreme Court in *Indian Oil Corporation Ltd. v. Amritsar Gas Service (1991) 1 SCC 533* as well as of this Court in *Indian Oil Corporation Ltd. v. Shriram Gas Service 57 (1995) DLT 279* and *Rajasthan Breweries Ltd. v. Stroh Brewery Company AIR 2000 Delhi 450*. On the strength of the decision in *Southern Roadways Ltd. v. S.M. Krishnan* and the judgment of this Court in *Western International University Inc. v. Modi Apollo International Group Pvt. Ltd.* [order dated 20th July 2009 in IA No. 7849, 8725 of 2009 in CS (OS) No. 1123 of 2009], it is submitted that a mandatory temporary injunction could be granted to restrain an agent from continuing to hold out as an agent of a party notwithstanding the termination of the contract.

21. This Court has been shown a copy of the public notice issued by Viacom18 subsequent to the order of the TDSAT. The notice states that Sun 18 Media Services would distribute the four channels of Viacom18 and that the TDSAT had restrained MSMD from representing V18 Channels. It was clarified in the public notice that “all distributors of TV channels can pay the outstanding Subscription Fees for the services received by them with respect to V18 Channels till 12th July 2010 to MSMD. With effect from 13th July 2010, the Subscription Fees for the V18 Channels will be payable to SUN 18 Media Services.” It was submitted by Dr. Singhvi, the learned Senior Counsel for Viacom18 that without prejudice to their any other contentions before the TDSAT, in *W.P. (C) Nos. 5109, 5111 and 5112 of 2010*

order to mitigate any hardship that might be faced by MSMD they were willing to assist MSMD in recovering all dues owed to it from its MSOs up to 12th July 2010. It is, however, submitted that since there is a complete lack of faith and trust between the parties, Viacom18 would not like to have MSMD act as its agent hereafter and, therefore, the offer that they may be permitted to continue to act as an agent of Viacom18 as such till further orders is not acceptable. It was submitted that the damages or losses allegedly suffered by MSMD were capable of being quantified and awarded to it, if MSMD succeeded before the TDSAT. Therefore, the vacating of the interim relief granted by the TDSAT to Viacom 18 at this stage at the instance of MSMD was not called for.

TDSAT's powers

22. The first aspect to be considered is the scope of the powers of the TDSAT to grant interlocutory reliefs. Keeping in view the position of the parties - one as the 'aggregator' and the other as the 'producer' of programmes for television, their disputes necessarily have to go only before the TDSAT in terms of Section 14 read with Section 15 of the TRAI Act. Matters relating to consumer disputes under the Consumer Protection Act 1986, a dispute governed by the Monopolies and Restrictive Trade Practices Act, 1969 and the dispute between a telegraph authority and any other person in terms of Section 7B(1) of the Indian Telegraph Act, 1885 are excluded. Section 15 of the TRAI Act is a complete bar on any civil court entertaining any suit or proceeding in respect of any matter which the TDSAT is empowered to determine and no court or other authority can issue any injunction "in respect of any ***W.P. (C) Nos. 5109, 5111 and 5112 of 2010***

action taken or to be taken in pursuance of any power conferred by or under this Act.”

23. Under Section 16(1) of the TRAI Act, although the TDSAT is not bound by the procedure laid down under the Code of Civil Procedure, 1908, it is expected to be guided by the principles of natural justice and can also regulate its own procedure. Under Section 16(2), for the purposes of discharging its functions, the TDSAT shall have the same powers as vested in the civil court while trying a civil suit. This includes, under Section 16(2) (f), the power to review its decisions. Under Section 16(2) (g), it can dismiss an application for default or decide it, ex parte and so on. A reference is made to the above provisions to emphasise that the TDSAT has all the powers as the civil court would have if it were to decide a suit for permanent injunction and an application for interim mandatory injunction. In fact it has powers wider than a civil court does because it is not constrained by having to follow only the CPC provisions. Indeed in *Union of India v. Tata Teleservices (Maharashtra) Ltd. (2007) 7 SCC 517* the Supreme court while analyzing the provisions of the TRAI Act observed (SCC @p. 523):

“15. The conspectus of the provisions of the Act clearly indicates that disputes between the licensee or licensor, between two or more service providers which takes in the Government and includes a licensee and between a service provider and a group of consumers are within the purview of the TDSAT. A plain reading of the relevant provisions of the Act in the light of the preamble to the Act and the Objects and Reasons for enacting the Act, indicates that disputes between the concerned parties, which would involve significant technical aspects, are

to be determined by a specialised tribunal constituted for that purpose. There is also an ouster of jurisdiction of the civil court to entertain any suit or proceeding in respect of any matter which the TDSAT is empowered by or under the Act to determine. The civil court also has no jurisdiction to grant an injunction in respect of any action taken or to be taken in pursuance of any power conferred by or under the Act. The constitution of the TDSAT itself indicates that it is chaired by a sitting or retired Judge of the Supreme Court or sitting or a retired Chief Justice of the High Court, one of the highest judicial officers in the hierarchy and the members thereof have to be of the cadre of secretaries to the Government, obviously well experienced in administration and administrative matters.”

It was further observed (SCC @p.524):

“17. Normally, when a specialised tribunal is constituted for dealing with disputes coming under it of a particular nature taking in serious technical aspects, the attempt must be to construe the jurisdiction conferred on it in a manner as not to frustrate the object sought to be achieved by the Act. In this context, the ousting of the jurisdiction of the Civil Court contained in Section 15 and Section 27 of the Act has also to be kept in mind. The subject to be dealt with under the Act, has considerable technical overtones which normally a civil court, at least as of now, is ill-equipped to handle and this aspect cannot be ignored while defining the jurisdiction of the TDSAT.”

Viacom’s case for a mandatory interim injunction

24. Much of the argument has centered around the legality of the order of the TDSAT granting Viacom a mandatory interim injunction even while finding the termination of the MOU to be illegal. The facts relevant to this

point may be briefly recapitulated.

25. Simultaneous with the termination of the MOU by the notice dated 13th July 2010, Viacom18 entered into a separate agreement with NMIL appointing the latter as its aggregator with effect from the afternoon of the same day. As far as Viacom18 was concerned, its break-up with MSMD was irreversible one and it immediately substituted MSMD with NMIL as its agent. In other words the status quo ante the termination was quickly altered with a new player coming into the fray. The reaction of MSMD to this was to assert that the termination was an illegal one. MSMD issued a cease and desist notice to Sun 18 Media Services on the next day, i.e. 14th July 2010. MSMD evidently wanted to continue the situation that existed prior to the termination as is plain from the prayers made by it in its Section 9 petition before the Bombay High Court. That interim relief was, however, declined since by then Viacom18 had already entered into an agreement with NMIL. Therefore, when Viacom18 approached the TDSAT it was seeking not only to recover the amounts owed to it from MSMD but also specifically prayed for a permanent injunction to restrain MSMD from continuing to act as its agent. It also prayed for an interim relief to the above effect.

26. The question whether a civil court and, in this case, the TDSAT could grant an interim mandatory injunction to restrain an erstwhile agent from performing acts as if the agency continued has to be answered in the affirmative. The basis for this has been explained by the Supreme Court in

Southern Roadways Ltd. v. S.M. Krishnan (supra) in para 13 as under (SCC @ p. 608):

“13. Even otherwise, under law revocation of agency by the principal immediately terminates the agent's actual authority to act for the principal unless the agent's authority is coupled with an interest as envisaged under Section 202 of the Indian Contract Act. When agency is revoked, the agent could claim compensation if his case falls under Section 205 or could exercise a lien on the principal's property under Section 221. The agent's lien on principal's property recognised under Section 221 could be exercised only when there is no agreement inconsistent with the lien. In the present case the terms of the agreement by which the respondent was appointed as agent, expressly authorises the company to occupy the godown upon revocation of agency. Secondly, **the lien in any event, in our opinion, cannot be utilised or taken advantage of to interfere with principal's business activities.**” (emphasis supplied)

27. In the present case, MSMD itself does not dispute the fact that it neither receives nor decrypts signals. It is, for all practical purposes, an ‘aggregator’ and as long as the MOU with Viacom18 subsisted, it was acting as an agent of Viacom18. The fact of the matter is that with the notice dated 13th July 2010 the MOU has been terminated.

28. It was vehemently argued by learned Senior Counsel for the Petitioner that the termination was in the teeth of the Clause XX of the MOU and that since admittedly no prior notice of 90 days was given, the termination was illegal.

29. The facts in *Indian Oil Corporation Ltd. v. Amritsar Gas Service* were somewhat similar. There the dealership agreement was revocable by either party by giving 30 days' prior notice. The agreement was however revoked by the oil company without the 30 days' prior notice. Negating the plea that the dealership could be continued by an interim order, it was explained by the Supreme Court in para 14 as under (SCC @ p. 543):

“14.... In such a situation, the Agreement being revokable by either party in accordance with Clause 28 by giving thirty days' notice, **the only relief which could be granted was the award of compensation for the period of notice, that is, 30 days. The plaintiff-respondent 1 is, therefore, entitled to compensation being the loss of earnings for the notice period of thirty days instead of restoration of the distributorship.** The award has, therefore, to be modified accordingly. The compensation for thirty days notice period from 11.3.1983 is to be calculated on the basis of earnings during that period disclosed from the records of the Indian Oil Corporation Ltd.” (emphasis supplied)

30. The learned Senior counsel for the Petitioner sought to distinguish the above judgment in *Amritsar Gas Service* to say that there was another clause in the dealership agreement which permitted termination at will. However, what is discussed by the Supreme Court in the above passage was the effect of an invalid termination, i.e., the termination without giving the 30 days' notice. It was clearly stated that “the only relief which could be granted was the award of compensation for the period of notice, that is, 30 days.”

31. The losses if any that might have been suffered by MSMD as a result

of the termination of the MOU by the notice dated 13th July 2010 will have to be determined in the petition filed by MSMD before the TDSAT.

32. It appears to this Court that the losses claimed to be suffered by Viacom18 and likely to be suffered by it if MSMD continued to represent it notwithstanding the termination of the MOU were as much quantifiable as the losses claimed to be suffered by MSMD as a result of the illegal termination. The TDSAT could well have refused interim relief to Viacom18 on the ground that the losses, if any, suffered by it were equally capable of being quantified and compensated. The TDSAT appears to have based its decision to grant interim relief to Viacom 18 essentially on the basis that MSMD did not have a case for grant of an interim mandatory injunction in its favour. While the criticism of that approach by counsel for MSMD may not be wholly unjustified, the question that remains as far as the present proceedings are considered is whether the impugned order of the TDSAT, which is an interlocutory one, can be said to be untenable in law.

33. This was a situation where two views are possible and the TDSAT has taken one view. Apart from the negative reason given by the TDSAT to support its conclusion, viz., that MSMD does not have a prima facie case for grant of an interim relief in its favour, there is perhaps a positive reason why an interim order favouring Viacom 18 may be justified. There was every likelihood of confusion in the market resulting from the rather abrupt termination of the MOU, simultaneous with the entry into the picture of the new aggregator. By the time the TDSAT considered the

situation, the change was already ten days old. As much as restoring the status quo ante 13th July 2010 would create confusion, permitting MSMD to act as an agent of Viacom 18 would equally compound the confusion. The apprehension expressed by Viacom 18 that the MSOs might not know whether they should continue paying MSMD or Sun 18 Media for the signals received from Viacom 18 was not an unfounded one. The question really was of balance of convenience and the TDSAT had to take a call. Two answers were possible in such a situation — One, to determine which is the party who suffered the losses on account of the acts of the other and then finally determine that who should compensate to whom and to what extent. The other approach is whether the balance of convenience lies in favour of one of the parties to restrain the other from continuing to act as its agent. The TDSAT seems to have adopted the second approach while proceeding to expedite the final hearing of the petition. This was a possible view to take. Merely because another view is possible, this Court is not going to interfere with the impugned order of the TDSAT.

34. In the circumstances, it is not possible to hold that the interlocutory order passed by the TDSAT is one which suffers from any material irregularity calling for interference.

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35. The facts in Writ Petition (Civil) 5111 and 5112 of 2010 are that the Star Den Media Services Pvt. Ltd. ('STAR DEN') entered into an

agreement with the Television Eighteen India Ltd. (TV 18') and IBN 18 Broadcast Ltd. (IBN18), Respondents 1 and 2 respectively, on 1st April 2008 whereby STAR DEN was granted "the exclusive right to license and sub-license the Services for distribution on television throughout the Territory to cable operators and other operators all forms of regular or scrambled broadcast (encrypted signal), MMDS, master antenna, satellite master antenna, single and multi channel point distribution, direct satellite transmission to operators, (including DTH), satellite transmission to operators (including any "Head-End-in-the-Sky" or "HITS" platforms), broadband transmission to a television set such as DSL/ADSL/IPTV, low power digital terrestrial television (which excludes standard terrestrial broadcast television such as DD), closed circuit and high definition....."

The agreement was for a period of five years from 1st April 2008 to 31st March 2013. The Petitioner was to pay Network 18 (Collective name for TV 18 and IBN18), a monthly fee equal to 5.25% of the Gross Non Addressable Cable Revenue which was defined in the agreement.

36. The relevant part of Clause 14 of the agreement which dealt with termination reads as under:

"14. Termination:

Notwithstanding anything else contained herein, this Term Sheet may be terminated:

- (i) by either Party by giving notice in writing to the order of one month of its intention to do so; Provided that if one party commits a material breach of any covenant contained herein and, in the case of a breach capable of

being remedied, fails to remedy such breach within 30 days of a notice given to it by the order in this behalf, the party giving notice may terminate or suspend the whole or any part

(ii) xxx

(iii) xxx

(iv) by either Party forthwith on giving 30 days notice in writing if, despite mutual discussions/negotiations, parties fail to reach a consensus on any issue on which such consensus is envisaged by any clause of this Term Sheet.”

37. The four television channels of the Respondents 1 and 2 for which the exclusive distribution rights were granted to the Petitioner under the said agreement were ‘CNBC Awaaz’, ‘CNBC TV 18’, ‘CNN IBN’ and ‘IBN7’. The Petitioner was the ‘aggregator’ and in that capacity entered into subscription agreements with over 5000 local cable operators (LCOs), MSOs, IPTV operators and DTH operators.

38. It is the Petitioner’s case that it had the complete freedom to package all channels available on its platform (including the Respondents’ channels) in its bouquet offering to affiliates/operators so as to maximize the revenue in order to reach all the channels. It is claimed that being aware of the market position, it was left to the best judgment of the Petitioner to offer the channels of the various channel partners including the Respondent Nos. 1 and 2 in the form of other bouquets or on a stand-alone basis.

39. In terms of the agreement the parties were to sign a Long Form Agreement (LFA) in regard to which e-mails were exchanged between 2008 and 2010. The Petitioner claims that on 30th June 2010, it informed the Respondents by e-mail that it was sending by courier three executed copies of the LFA and requested the Respondents to return one countersigned copy to the Petitioner. The said e-mail was sent after a meeting was held on 29th June 2010 between the representatives of the Petitioner and the Respondents 1 and 2. The Petitioner states that instead of returning the countersigned copy of the LFA, the Respondents 1 and 2 addressed an e-mail dated 5th July 2010 raising a whole set of issues. This was responded to by the Petitioner on 7th July 2010. On 13th July 2010, Respondents issued a termination notice on the following grounds:

- “(i) Replacement of Disney Channels with Fox International Channels (hereinafter referred to as “FIC Channels”).
- (ii) Non-payment of outstanding sum of Rs.2,91,59,577/-.
- (iii) Bifurcation of revenues.
- (iv) Non-execution of a Long Form Agreement.”

40. The notice called upon the Petitioner to forthwith make payment of Rs. 2,91,59,577/- which were due from the Petitioner to Respondents 1 and 2. Paras 7 and 8 of the said notice read as under:

- “(7) We call upon you to forthwith refrain from acting in furtherance of the Deal Memo and/or representing any association with us post effective date of termination, and further call upon you to come clean up front and provide us with true and correct information, agreements, data, and

subscriber reports pertaining to our Channel. However, do let us know if you wish not to avail of the benefit of transition period of 30 days as set out in Paragraph 5 above. Please note that any act of interference or obstruction by you directly or indirectly in any further distribution of the Network18 Channels by us to millions of our subscribers across the country shall be dealt with by us strictly at your cost and consequences.

- 8) If you fail to comply with the aforesaid, we will be compelled to initiate appropriate action against you and all necessary parties, without any further notice and the same will be entirely at your risk as to costs and consequences arising therefrom, which you may please note.”

41. It is stated that on the same date, i.e., 13th July 2010 an announcement was made of the formation of Sun 18 Media Services, Respondent No. 3 in W.P. (C) 5111 of 2010, which is a joint venture between Network 18 and Sun Network Group which thus replaced the Petitioner as the authorized distributor for the channels of Respondents 1 and 2. The Petitioner states that on 15th July 2010 it made a payment of Rs. 2,62,43,619/-, i.e., Rs.2,91,59,577/- less TDS to the Respondents 1 and 2 in order to continue the harmonious relationship with them. In the meanwhile, the Respondents filed Petition No. 222 (C) of 2010 before the TDSAT for a direction to the Petitioner to provide all data, clear the outstanding amount of Rs. 3,21,63,016/- and for issuing an injunction restraining the Petitioner permanently from representing the Respondents 1 and 2 in any manner on all platforms with effect from 13th August 2010. The Petitioner claims that it made a further payment of Rs.34,63,425/- to

the Respondents 1 and 2 on 17th July 2010.

42. On 28th July 2010 the Petitioner filed a reply to the Petition No. 222(C) of 2010 filed by Respondents 1 and 2. Independent of that, the Petitioner filed a separate Petition No. 248 (C) of 2010 before the TDSAT praying for a direction to declare the purported termination notice dated 13th July 2010 to be invalid and for an order restraining the Respondents 1, 2 and 3 from interfering with the distribution of the channels of Respondents 1 and 2 by the Petitioner.

43. By the impugned order dated 29th July 2010, the TDSAT declined any interim relief to the Petitioner in its Petition No. 248(C) of 2010 while granting an interim relief in Petition No. 222(C) of 2010 filed by Respondents 1 and 2 restraining the Petitioner from continuing to represent Respondents 1 and 2 as an aggregator. Aggrieved by the said orders in the two petitions, the above two petitions have been filed by the Petitioner.

Submissions of Counsel

44. Mr. S. Ganesh, the learned Senior counsel appearing for the Petitioner first submitted that there was a fundamental error in the approach of the TDSAT in the matter. It treated the dispute as a purely civil one arising out of the termination of a contract between two parties whereas given the

object and purpose of the TRAI Act and the role of the TDSAT as a regulator as well as an adjudicator, it ought to have a probable perspective in approaching such disputes. According to him, the TDSAT was not merely to decide whether the interim injunction sought by the party was capable of being granted under the SRA, but it also had to examine the impact that an invalid termination of contract would have not just on the consumers, MSOs, LCOs but on the industry as a whole. The reliefs have to be modeled keeping in view the peculiar nature of the contract and the ramifications that an illegal termination would have on the entire industry.

45. Mr. Ganesh submitted that the powers of the Tribunal, as contained in Section 16 read with Section 15 of the TRAI Act, were indeed wide and not limited to the powers available to a civil court while deciding civil disputes concerning specific performance of contracts. In other words, while even procedurally the TDSAT was not bound by the CPC it was also not required to follow the provisions of the SRA only in determining what relief could be granted either at the interlocutory or at the final stage in a petition brought before it by a service provider or an aggregator or a broadcaster or a licensor or a licensee, who are all governed by the TRAI Act. Mr. Ganesh also referred to the judgment in *Union of India v. Tata Teleservices (2007) 7 SCC 517*; the judgment of the TDSAT dated 22nd January 2010 in M.A. No. 108 of 2009 in Petition No. 172 of 2009 [*Star (India) Pvt. Ltd. v. Bharat Sanchar Nigam Ltd.*], to emphasise that the TDSAT could not be constrained by the provisions of SRA in deciding how it should approach the issue.

46. Relying upon the judgments of the Supreme Court in *S.R. Tewari v. District Board, Agra (1964) 3 SCR 55*, *Executive Committee, U.P. Warehousing Corporation v. Chandra Kiran Tyagi 1969 (2) SCC 838* and *Executive Committee of Vaish Degree College, Shamli v. Lakshmi Narain (1976) 2 SCC 58*, it was submitted that it is not as if all contracts which are incapable of being specifically enforced, will oust the powers of a civil court to grant interim relief. It was submitted that in each of the aforementioned three cases where there was a termination of a contract of personal service, the courts recognized the power of a labour court to direct the reinstatement of the employee upon finding the termination to be unlawful. It is submitted that by way of an analogy, the TDSAT too had wide powers to mould the interim relief by directing that the termination of the MOU was prima facie invalid and consequently such termination should not be given effect to during the pendency of the petition.

47. Mr. Ganesh submitted that once this Court holds that the basic approach adopted by the TDSAT was erroneous, then after giving some interim protection to the Petitioner, the case should be remanded to the TDSAT for a fresh adjudication of the entire matter on merits in a time-bound manner. Mr. Ganesh referred to the four grounds on which the termination was effected and pointed out that they were wholly untenable with reference to what had actually transpired between the parties. He submitted that it was possible for the TDSAT to have come to a prima facie view that even on merits, the termination was bad. Inasmuch as the

Petitioner had approached the TDSAT even before the date on which the termination was to take effect, i.e., on 13th August 2010, it was possible for the TDSAT to have permitted the contract to continue till such time it decided the petitions finally.

48. Mr. Ganesh pointed out that given the numerous individual contracts exceeding 5000 entered into by the Petitioner with the MSOs/LCOs, it would not be possible to renegotiate such contracts within a short period of time and it would be impossible to quantify the losses. It would wipe out the Petitioner completely. It would completely dislocate the Petitioner. Given the gravity of the situation, and the repercussions the case would generally have on the television and cable industry the approach of the TDSAT had to be different.

49. Mr. Rajiv Nayyar, learned Senior counsel appearing for Respondents 1 and 2 in W.P. (C) 5111 of 2010 has referred to the contract entered into by the Petitioner with the DTH operators, which had an in-built clause to cover such contingencies where the Petitioner may not be able to offer a certain channel or channels as part of its bouquet. He pointed out that as long as the Petitioner had reserved to itself the right to replace the channels being offered by it in a bouquet, it could not claim to be not prepared for a contingency of this sort. There was a similar clause incorporated by the Petitioner in the contracts entered into by it with the MSOs/LCOs. He pointed out that the actual loss, if any, suffered by the Petitioner as a result of the renegotiation of its contracts either with the

DTH operators or the MSOs or LCOs would be quantifiable and as long as the losses could be quantified, there was no case made out for granting any interim injunction, much less an interim relief to continue a contract.

50. Mr. Nayyar pointed out that apart from a very limited right of being an aggregator, there was no enforceable right of the Petitioner. It had only a right to license and sub-license the channels. The Petitioner had no interest in the signals which were the property of the Government of India, or the contents of the signals which were the property of the broadcasters like Respondents 1 and 2. He submitted that given the limited scope of the powers of this Court under Article 226, interference with the impugned order of the TDSAT was not called for unless it was found to be totally perverse or a view which could not possibly be taken in the facts and circumstances of the case. Mr. Nayyar referred to the judgments in *Olympus Superstructures Pvt. Ltd. v. Meena Vijay Khetan* AIR 1999 SC 2102, *Pepsi Foods v. Jai Drinks (P) Ltd.* 1996 (36) DRJ 711, *Ravissant Pvt. Ltd. v. D.F. Export S.A.* 2008 (38) PTC 222 (Del); *Star India Ltd. v. Arup Borah* 2003 (2) Arb LR 202 (Gau) and *Doward, Dickson & Co. v. Williams & Co.* (1890) 6 TLR 316.

51. Appearing for the Respondents 1 and 2 in W.P. (C) 5112 of 2010, Dr. A.M. Singhvi, learned Senior counsel submitted that the relationship between the parties was purely contractual and there was no requirement in any statute which had to be complied with by Respondents 1 and 2 before terminating the contract. He pointed out that the judgments referred

to by the learned Senior counsel for the Petitioner were in the context of labour disputes where the validity of the termination of the services of the employee was an issue. Those judgments highlighted the three exceptions to the rule that a contract of personal service cannot be specifically enforced. Those three exceptions were succinctly summarized in the *Executive Committee of Vaish Degree College, Shamli v. Lakshmi Narain* in para 18 (SCC @ p.71):

“.....(i) where a public servant is sought to be removed from service in contravention of the provisions of Article 311 of the Constitution of India; (ii) where a worker is sought to be reinstated on being dismissed under the Industrial Law; and (iii) where a statutory body acts in breach or violation of the mandatory provisions of a statute.”

Since the Petitioners’ case did not fall in any of the above exceptions, there was no question of any mandatory relief being granted. Relying on the judgment in *Bharat Petroleum Corporation Ltd. v. M/s Jethanand Thakordas Karachiwala 2000 (1) Bom CR 289*, it is submitted that under Section 202 of the Contract Act, the agency can be terminated at any time and that the only relief that could be granted even where the termination is illegal was to claim damages.

No error in the approach of the TDSAT

52. There can be no doubt that the TDSAT dons the role of both a regulator and an adjudicator and that on a collective reading of Sections 15 and 16 of the TRAI Act, the powers of the TDSAT while performing

adjudicatory role are indeed wide. While the TDSAT has all the powers of a civil court, it certainly need not be constrained by what a civil court alone can do. While deciding disputes, it is required to keep in mind the objects and purpose of the TRAI Act and interests of the major players including the ultimate consumers, service providers, the broadcasters and the intermediaries, including the aggregators like the Petitioner herein.

53. Having observed this, this Court on an examination of the impugned order of the TDSAT is unable to come to the conclusion that in passing the impugned order, the TDSAT committed any fundamental error in approaching the issue. It cannot be said that by referring to the provisions of the SRA or the Contract Act, the TDSAT limited the scope of its powers. First and foremost, the TDSAT was deciding a dispute that arose out of the termination of a contract. The question that arose before it was whether STAR DEN, the Petitioner herein was entitled to an interim relief of staying the effect of the termination of the contract. The TDSAT has taken the view that given the nature of the contract, it is not possible to grant an interim injunction that would have the effect of continuing the contractual relationship between the parties when clearly Respondents 1 and 2 had expressed their intention by way of termination notice dated 13th July 2010 not to continue the contract. Once the contract was terminated, validly or otherwise, there was no question of placing the parties in a position they would have been if the contract was not terminated. The TDSAT has taken a view that the losses suffered by the Petitioner on account of the termination, even if such termination was not

valid, were both quantifiable and compensatable. This Court is unable to hold that such decision of the TDSAT is perverse or not capable of being arrived at in the circumstances of the case.

54. The judgments referred to by the learned Senior counsel for the Petitioners are in the context of termination of contract of personal service and do not bear comparison with the case on hand. Even in those cases, a direction to reinstate an employee was not made at an interlocutory stage. Given the circumstances of the case, the TDSAT was not in error in declining to direct, at an interlocutory stage, the continuance of the MOU/Deal Memo that had been terminated. Once it is plain that the losses suffered by the Petitioner are capable of being quantified and that the Petitioner can be compensated for such losses, the denial of any interim relief to it cannot be held to be unjustified. By the same yardstick, as a corollary, if the TDSAT has restrained the Petitioner from holding itself out as an aggregator on behalf of the Respondents 1 and 2, such an interim order can also not be said to be perverse calling for interference. Such order cannot be said to be inconsistent with the objects and purpose of the TRAI Act and the role of the TDSAT as a regulator and an adjudicator in disputes between the service providers and broadcasters,

Termination clause contains no negative covenant

55. This Court does not view Clause 14 (i) or (iv) to be negative covenants, as urged by the learned Senior counsel for the Petitioners. A negative covenant, as rightly pointed out by Mr. Nayyar, is that which

survives a termination of a contract since it spells out the obligations of either party even beyond the period of a contract. Clauses 14 (i) and (iv) are clauses that come to an end with the termination of the contract. They only talk of the pre-conditions for the termination. They are not, in that sense, negative covenants. Therefore, there was no question of seeking enforcement of a negative covenant with reference to Section 42 of the SRA.

56. Even if the pre-condition for termination as envisaged by Clause XX of the MOU between MSMD and Viacom¹⁸ or Clause 14 (i) and (iv) of the Deal Memo between STAR DEN, TV¹⁸ and IBN¹⁸ are taken to be negative covenants, that would still not improve the case of the Petitioners for grant of any interim relief in their favour. In this connection, reference may be made to the decision of the Supreme Court in *Percept D'mark India (Pvt.) Ltd. v. Zaheer Khan AIR 2006 SC 3426*, which has dealt with the issue of enforceability, at the interim stage, of a negative covenant during the post-contractual period. In that case, Zaheer Khan, a popular cricketer entered into a promotion agreement with Percept. Clause 31(b) of the promotion agreement, which was a negative covenant, provided that prior to the execution of the first negotiation period, Zaheer Khan could not accept any offer for endorsement, promotions, advertising or other affiliation with regard to any products or services and that prior to accepting any offer, he was under an obligation to provide Percept in writing the terms and conditions of such third party and offer it the right to match such third party offer.

57. The Supreme Court explained the law as under (AIR @p. 3437):

“57. The legal position with regard to post-contractual covenants or restrictions has been consistent, unchanging and completely settled in our country. The legal position clearly crystallised in our country is that while construing the provisions of Section 27 of the Contract Act, neither the test of reasonableness nor the principle of restraint being partial is applicable, unless it falls within express exception engrafted in Section 27.”

58. After surveying the earlier decisions in *Niranjan Shankar Golikari v. Century Spinning and Manufacturing Co. Ltd.* [1967] 2 SCR 378, *Gujarat Bottling Co. Ltd. v. Coca Cola Co.* AIR 1995 SC 2372 and *Superintendence Company of India v. Krishan Murgai* (1981) 2 SCC 246, the Supreme Court concluded that no case was made out by Percept for compelling Zaheer Khan to appoint Percept as “his agent in perpetuity”. It was observed (AIR @p. 3438):

“59. In view of the personal nature of the service and relationship between the contracting parties, a contract of agency/management such as the one entered into between the appellant and respondent No. 1 is incapable of specific performance and to enforce the performance thereof would be inequitable. Likewise, grant of injunction restraining first respondent would have the effect of compelling the first respondent to be managed by the appellant, in substance and effect a decree of specific performance of an agreement of fiduciary or personal character or service, which is dependent on mutual trust, faith and confidence.”

59. Thereafter, dealing with the propriety of the Single Judge's order granting an injunction in favour of Percept to enforce the negative covenant against Zaheer Khan at the interim stage, the Supreme Court observed in Para 65 as under (AIR @pp. 3438-39):

“65. Assuming without admitting that the negative covenant in Clause 31(b) is not void and is enforceable, it was nevertheless inappropriate, if not impermissible, for the single Judge to grant an injunction to enforce it at the interim stage, for the following reasons:

(i) Firstly, grant of this injunction resulted in compelling specific performance of a contract of personal, confidential and fiduciary service, which is barred by Clauses (b) and (d) of Section 14(1) of the Specific Relief Act, 1963;

(ii) Secondly, it is not only barred by Clause (a) of Section 14(1) of the Specific Relief Act, but this Court has consistently held that there shall be no specific performance of contracts for personal services;

(iii) Thirdly, this amounted to granting the whole or entire relief which may be claimed at the conclusion of trial, which is impermissible. (*Bank of Maharashtra v. Race Shipping AIR 1995 SC 1368*).

(iv) Fourthly, the single Judge's order completely overlooked the principles of balance of convenience and irreparable injury. Whereas Percept (appellant) could be fully compensated in monetary terms if they finally succeeded at trial, respondent No. 1 could never be compensated for being forced to enter into a contract with a party he did not desire to deal with, if the trial results in rejection of Percept's claim. (*Hindustan Petroleum v. Sriman Narayan AIR 2002 SC 2598*).

(v) The principles which govern injunctive reliefs in such cases of contracts of a personal or fiduciary nature, such as management and agency contracts for sportsmen or performing artistes, are excellently summarised in a Judgment of the Chancery Division reported in *Page Once Records v. Britton* (1968) 1 W.L.R. 157. In this case it was held that, although the appellant had established a prima facie case of breach of contract entitling them to damages, it did not follow that entire of them was entitled to the injunction sought; that the totality of the obligations between the parties gave rise to the fiduciary relationship and the injunction would not be granted, first, because the performance of the duties imposed on the appellant could not be enforced at the instance of the defendants and, second, because enforcements of the negative covenants would be tantamount to ordering specific performance of this contract of personal services by the appellant on pain of the group remaining idle and **it would be wrong to put pressure on the defendants to continue to employ in the fiduciary capacity of a manager and agent someone in whom he had lost confidence.**” (emphasis supplied)

60. Although it was argued before the TDSAT that the Petitioner’s contract with Respondents 1 and 2 was that of an agency coupled with an interest, the learned Senior counsel for the Petitioner before this Court did not pursue that line of argument. Instead, he maintained that this was a principal-to-principal agreement. Be that as it may, even where it is an agency coupled with an interest, if such agency is revoked, as long as the losses and damages suffered by the agent are capable of being quantified, the question of granting any interim relief to keep the agency alive does not arise.

Conclusion

61. For the aforementioned reasons, this Court finds no merit in these three writ petitions and they are dismissed as such with costs of Rs. 15,000/- each, which will be paid by the Petitioners to the respective Respondents in equal shares within two weeks. All pending applications stand disposed of.

S. MURALIDHAR, J

AUGUST 11, 2010

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