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IN THE HIGH COURT OF DELHI AT NEW DELHI

Judgment pronounced on: 08.04.2025+ **W.P.(C) 3147/2025 & CM APPL. 14843/2025**

ASSOCIATED

BROADCASTING COMPANY PVT. LTD.

.....Petitioner

versus

UNION OF INDIA & ORS.

.....Respondents

+ **W.P.(C) 3153/2025 & CM APPL. 14852/2025**

ASSOCIATED

BROADCASTING COMPANY PVT. LTD.

.....Petitioner

versus

UNION OF INDIA & ORS.

.....Respondents

+ **W.P.(C) 3154/2025 & CM APPL. 14855/2025**

ASSOCIATED

BROADCASTING COMPANY PVT. LTD.

.....Petitioner

versus

UNION OF INDIA & ORS.

.....Respondents

+ **W.P.(C) 3173/2025 & CM APPL. 14885/2025**

ASSOCIATED

BROADCASTING COMPANY PVT. LTD.

.....Petitioner

versus

UNION OF INDIA & ORS.

.....Respondents

+ **W.P.(C) 3217/2025 & CM APPL. 15009/2025**

ASSOCIATED

BROADCASTING COMPANY PVT. LTD.

.....Petitioner



- versus
- UNION OF INDIA & ORS.Respondents
- + **W.P.(C) 3219/2025 & CM APPL. 15016/2025**
- ASSOCIATED
BROADCASTING COMPANY PVT. LTD.Petitioner
- versus
- UNION OF INDIA & ORS.Respondents
- + **W.P.(C) 3221/2025 & CM APPL. 15023/2025, CM APPL. 15024/2025 & CM APPL. 15025/2025**
- ASSOCIATED
BROADCASTING COMPANY PVT. LTD.Petitioner
- versus
- UNION OF INDIA & ORS.Respondents
- + **W.P.(C) 3223/2025, CM APPL. 15029/2025**
- ASSOCIATED
BROADCASTING COMPANY PVT. LTD.Petitioner
- versus
- UNION OF INDIA & ORS.Respondents

Presence:

Mr. Praveen Kumar Singh, Mr. C. Sanal Nambiar, Ms. Chetna Singh, Advocates for petitioner in W.P.(C) 3147/2025.

Mr. Maninder Singh, Sr. Advocate along with Ms. Payal Kakra, Mr. Ehraz Zafar, Mr. Akash Tyagi, Mr. Pranav, Mr. Mayank Rai, Mr. V.S. Jadaun, Ms. Tanya Gupta, Mr. Shivam Mehrotra, Mr. Rangasaran Mohan, Mr. Amarपाल Singh Dua and Mr. Suraj, Advocates for petitioner in W.P.(C) 3147/2025, W.P.(C) 3153/2025, W.P.(C) 3154/2025, W.P.(C) 3173/2025, W.P.(C) 3217/2025, W.P.(C) 3219/2025, W.P.(C) 3221/2025, W.P.(C) 3223/2025.



Mr. Piyush Beriwal, Mr. Sandip Munain and Ms. Jyotsna Vyas, Advs. for R-1 in W.P.(C) 3173/2025.

Mr. Kunal Tandon, Sr. Advocate along with Mr. Kumar Shashank Shekhar, Mr. Sharath Sampathi, Mr. Manikya Khanna, Mr. Aditya Krishna, Mr. Randeep Dahiya and Ms. Natasha Singh, Advocates for R-3 and R-4 in W.P.(C) 3173/2025.

Mr. Mukul Singh, CGSC and Ms. Ira Singh, Advocate for UOI in W.P.(C) 3217/2025.

Mr. Ramji Srinivasan, Sr. Advocate along with Mr. Sharath Sampath, Mr. Aditya Krishna, Mr. Randeep Dahiya, Mr. Arjun Bhatia and Ms. Shefali Munde, Advs. for R-3 in W.P.(C) 3217/2025 & W.P.(C) 3221/2025.

Mr. Ankur Sood, Advocate for R-2 in W.P.(C) 3147/2025, W.P.(C) 3153/2025, W.P.(C) 3154/2025, W.P.(C) 3173/2025, W.P.(C) 3217/2025, W.P.(C) 3219/2025, W.P.(C) 3221/2025, W.P.(C) 3223/2025.

Mr. Rakesh Kumar, CGSC, Mr. Sunil, Adv. and Mr. Gokul Sharma, GP for UOI in W.P.(C) 3147/2025, W.P.(C) 3153/2025, W.P.(C) 3154/2025, W.P.(C) 3173/2025, W.P.(C) 3217/2025, W.P.(C) 3219/2025, W.P.(C) 3221/2025, W.P.(C) 3223/2025.

Mr. Rohan Jaitley, CGSC, Mr. Dev Pratap Shani, Mr. Varun Pratap Singh and Mr. Yogya Bhatia, Advocates for UOI in W.P.(C) 3223/2025.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

JUDGMENT

1. The present petitions assail orders dated 06.02.2025¹ and 25.02.2025² passed by Telecom Disputes Settlement and Appellate Tribunal, New Delhi

¹ Order dated 06.02.2025 has been passed in M.A. No. 412/2024 in B.P. No. 429/2024

² Order dated 25.02.2025 has been passed in M.A. No. 42/2024 in B.P. No. 457/2024 and connected matters.



(hereinafter referred to as the “TDSAT”), in the context of application/s filed by the respondent no.3 seeking modification of earlier interim order/s passed in the Broadcasting petitions filed by the petitioner.

2. At the outset, it is noticed that the factual matrix is identical in all these petitions and these petitions are also predicated on identical grounds. In the above circumstances, these petitions are being disposed of by way of a common order.

FACTUAL MATRIX

3. The petitioner is a broadcaster/channel provider which owns and operates several television channels and digital platforms across the country in the name and style of “TV9” under the aegis of ‘TV9 Network’. The respondent no.3 (the main contesting party in each of these petitions) is a Multi System Operator³ (hereinafter referred to as the “MSO”) which operates its cable networks in various territories and after receiving signals from the petitioner/broadcaster, retransmits the said signals either to their associated Local Cable Operators (“LCOs”) or directly to the subscribers.

4. The present petitions have been filed in the backdrop of litigation/s pending between respondent no.3 and the petitioner before the TDSAT against disconnection/switching off of the petitioner’s channel/s, (*inter alia*, ‘TV9 Telugu’) on 06.06.2024 in Andhra Pradesh and Telangana by

³ multi-system operator” or “MSO” means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators [Regulation 2(dd) of Interconnection Regulations, 2017]



respondent no.3. It is alleged that the said discontinuation/switching off was carried out without issuance of mandatory disconnection notice as mandated under Regulation 17 of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable systems) Regulations, 2017⁴ (hereinafter referred to as “*Interconnection Regulations, 2017*”)

5. *Vide* an interim order dated 05.07.2024, in B.P. No.163/2024 and connected matters, the TDSAT directed “uninterrupted and unhindered transmission of televisions namely, “TV9 Telugu and NTV Telugu” with the same Logical Channel Number (LCN), same position and same packages which was existing prior to 06.06.2024”. *Vide* an order dated 13.09.2024, aforesaid direction was confirmed by the TDSAT. The aforesaid order dated 05.07.2024 was preceded by the order dated 24.06.2024 passed by this Court in W.P.(C) 8688/2024, which, *inter alia*, reads as under:-

“25. This Court also notes that the petitioner has already filed petitions before TDSAT and has approached this Court only in the interregnum, since there is no Vacation Bench in the TDSAT.

26. Accordingly, it is directed that in terms of the submission made on behalf of respondent no. 2, the transmission of the television channel, i.e., „TV9 Telugu’ shall continue uninterruptedly and unhindered on the same position, as existing prior to 06th June, 2024. With regard to further grievances of the petitioner, it is noted that the petitioner has

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17. Disconnection of signals of television channels. —No service provider shall disconnect the signals of television channels without giving at least three weeks' notice in writing to other service provider, clearly specifying the reasons for the proposed disconnection:

Provided that the period of three weeks' notice shall start from the date of receiving the notice by the other service provider:

Provided further that the distributor of television channels shall, fifteen days prior to the date of disconnection, inform the subscriber, through scrolls on the channels proposed to be disconnected, the date of disconnection of signals of such television channels:

Provided also that no service provider shall display notice for disconnection of signals of television channels in form of static images overlaid on the television screen, obstructing normal viewing of the subscribers.



already filed the petitions before TDSAT.

27. Accordingly, no further orders are required to be passed in the present petitions.”

6. It is averred in the present petitions that respondent no.3 failed to comply with the aforesaid directions passed by the TDSAT, and instead, in violation of the aforesaid interim order, issued a notice for migration of the petitioner’s channel from bouquet⁵ to *a-la-carte*⁶ offering. Against the migration notices issued by respondent no.3, the petitioner filed petitions before the TDSAT, *inter-alia* seeking a stay of the aforesaid notices.

7. *Vide* interim order/s dated 20.11.2024; 21.11.2024 and 04.12.2024 (in 429/2024; B.P. No.457/2024, B.P. No.454/2024; B.P. No.458/2024; B.P. No.427/2024; B.P. No.430/2024) the TDSAT passed an order interdicting the respondent no.3 from giving effect to its migration notice, whereby, the petitioner was sought to be displaced from the bouquet of channels offered by the respondent no.3 to its subscribers. However, respondent no.3 filed application/s for modification/recalling of the aforesaid interim order/s.

8. The aforesaid interim order/s came to be modified in M.A. no. 412/2024 in B.P no. 429/2024 [filed by respondent no.3 in W.P.(C) 3221/2025] *vide* order dated 06.02.2025 and in M.A. No. 42/2024 in B.P No.457/2024 & connected matters *vide* order dated 25.02.2025 by holding

⁵ “bouquet” or “bouquet of channels” means an assortment of distinct channels offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly [Regulation 2(g) of the [Regulation 2(dd) of Interconnection Regulations, 2017]

⁶ “*a-la-carte*” or “*a-la-carte* channel” with reference to offering of a television channel means offering the channel individually on a standalone basis [Regulation 2(d) of the Interconnection Regulations, 2017]



as under:-

- (i) That the respondent no.3/Distribution Platform Operators [hereinafter referred to as the “DPOs”] of MSOs can always alter their bouquet as contemplated under Regulation 11(1) of the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017, [hereinafter referred to as the “QoS Regulations, 2017”];⁷
- (ii) That as per the Regulation 3(4) of the Interconnection Regulations, 2017 no broadcaster can demand, directly or indirectly, packaging of the channel in any particular bouquet offered by the respondent no.3/DPO;⁸
- (iii) It was permissible for the respondent no.3 to alter their own bouquet as per the QoS Regulations, 2017, subject to fulfilment of the conditions as mentioned in proviso to Regulation 11(2) thereof read with proviso to Clause 7 of the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 [hereinafter “*the Tariff Order, 2017*”]⁹ and
- (iv) It was held that it was incorrect to contend that under the Channel Placement Agreement executed between the parties, apart

⁷ Paragraph 8 of order dated 06.02.2025 passed by TDSAT in M.A. No. 412/2024 in B.P. No. 429/2024 and paragraph 16 of order dated 25.02.2025 passed by TDSAT in MA. No. 42/2024 in B.P No. 457/2024 and connected matters.

⁸ Paragraph 17 of order dated 25.02.2025 passed by TDSAT in MA. No. 42/2024 in B.P No. 457/2024 and connected matters

⁹ Paragraph 18 of order dated 25.02.2025 passed by TDSAT in MA. No. 42/2024 in B.P No. 457/2024 and connected matters



from determining placement of petitioner's channel, there was also an understanding that the channel offered by the petitioner shall be made part and parcel of the bouquet offered by the respondent no.3. In reaching this conclusion, the impugned order draws from the implication flowing from Regulation 3(4) of the Interconnection Regulations, 2017 read with Regulation 10(11) of the Interconnection Regulations, 2017.¹⁰

9. Based on the aforesaid observations, the impugned orders directed the respondent no.3 to offer the petitioner's channels, (*inter alia*, 'NTV Telegu' and 'TV 9 Telegu') to its subscribers on *a-la-carte* basis. It was further directed that the concerned respondent shall also scrupulously follow the Channel Placement Agreement during its existence. The interim order/s previously granted were accordingly modified.

10. Consequently, aggrieved with the aforesaid vacation of interim order/s earlier passed by the TDSAT, the present petitions have been filed by the petitioner under Article 226 of the Constitution of India.

SUBMISSION ON BEHALF OF THE PETITIONER

11. The learned senior counsel on behalf of the petitioner by placing reliance on judgment passed by the Rajasthan High Court in ***Maharaja Shri Umaid Mills Ltd. v. Industrial Tribunal***, 1954 SCC OnLine Raj 23 and Jammu and Kashmir High Court in ***Mohd. Yaqoob Shah v. State (UT of***

¹⁰ Paragraph 19 of order dated 25.02.2025 passed by TDSAT in MA. No. 42/2024 in B.P No. 457/2024 and connected matters



J&K) submits that the provision of Section 18 of the Telecom Regulatory Authority of India Act, 1997 (hereinafter '*TRAI Act*') makes available a right of statutory appeal, however, the said right is not available against an interlocutory order/s and as a consequence thereof, the petitioner does not have any other alternative remedy except to file the present petitions. Thus, it is submitted that the present petitions are maintainable and the petitioner possesses a right of judicial review against the impugned order, which seriously prejudices and adversely affects its rights.

12. It is further submitted that a Distribution Platform Operator (DPO) of the MSO platform, who is entitled to frame its bouquet/s of channel, is also obligated to give LCN to each channel on its platform. Furthermore, as per Regulation 18(4) of the Interconnection Regulation, 2017, the DPO of the MSO platform is mandatorily required to continue the LCN given to any channel on its platform for a period of one year and the same cannot be altered prior to expiry of aforesaid period.

13. It is contended that the Regulation 3(4) of the Interconnection Regulations, 2017, does not bar, rather permits the parties to enter into 'Channel Placement Agreements' on the basis of mutual negotiations and therefore any such channel placement agreement entered into between the parties is valid, legal, binding and enforceable.

14. It is also strenuously contended that neither Regulation 3(4) nor Regulation 10(11) of the Interconnection Regulations, 2017, have any applicability in the facts and circumstances of the case inasmuch as the said Regulations do not prevent the parties from entering into appropriate



commercial arrangements for placement, marketing *etc.*

15. It is submitted that the purpose of entering into a Channel Placement Agreement was not only for placement of the channel but also for making the channel/s of the petitioner part of all the bouquets offered by the respondent no.3. It is further submitted that inclusion of the petitioner's channel/s in all of its bouquets, was on the basis of Channel Placement Agreement between the parties.

16. It is submitted that the placement of channel of the petitioner in terms of the said Agreement is inextricably linked to making the petitioner's channel a part of all the bouquets offered by the respondent no.3. For else, there would have been no occasion to enter into a Channel Placement Agreement only for securing an LCN inasmuch as it is anyway obligatory under Clause 18(3) and 18(4) of the Interconnection Regulations, 2017, to assign an LCN to the petitioner.

17. It is submitted that the language of the notice issued by the respondent no.3 itself suggests that there was a pre-existing agreement for the purpose of making the channels of the petitioner a part of all the bouquets offered by the respondent no.3. It is contended that this understanding has been a term of the extant Agreement between the parties and has been acted upon, ever since the outset.

18. In the above circumstances, it is submitted that the impugned order is liable to be set aside since the TDSAT has erroneously relied upon Regulations 3(4) and 10(11) of the Interconnection Regulation, 2017 and has omitted from considering the other relevant Regulations and the aforesaid



aspects.

SUBMISSION ON BEHALF OF RESPONDENT NO.3

19. Learned senior counsel on behalf of the respondent no.3 controverts the maintainability of the present petitions inasmuch as:

- i. the parties are based out of Andhra Pradesh/Telangana and the Channel Placement Agreement/s between the parties is for distribution of the channel of the petitioner in the said areas. It is submitted that no part of the cause of action has arisen within the jurisdiction of this Court and merely on the basis that the impugned order has been passed by the TDSAT in New Delhi, it cannot be inferred that this Court will have jurisdiction. In this regard, reliance is placed on the judgment rendered by this Court in *Sterling Agro Industries Ltd. v. Union of India and Others*, 2011 SCC OnLine Del 3162.
- ii. there is no occasion for this Court in exercise of jurisdiction under Article 226/227 of the Constitution of India to exercise jurisdiction when there has been no error in passing the impugned order. Moreover, the impugned order, being an interim order, is necessarily subject to the final outcome of the Broadcasting petitions filed by the petitioner. It is further stated that in the said Broadcasting petitions, the petitioner has, *inter alia*, prayed for grant of “appropriate costs and compensation” and that all pleas of the petitioner on the merits or pertaining to intricate factual aspects shall be duly considered by TDSAT at an appropriate stage.



20. It is further submitted that the petitioner has resorted to suppression of material facts inasmuch as it has not placed on record certain documents, *inter alia*, a copy of the miscellaneous application filed by the petitioner before TDSAT against the respondent no.3, seeking identical reliefs as prayed for in the present petitions; miscellaneous application filed by the respondent no.3 and the pleadings therein for modification of *ex-parte* orders dated 20.11.2024; 21.11.2024 and 04.12.2024. It is further submitted that the petitioner has also concealed W.P (C) 3221/2025 titled '***Vinsat Digital Pvt Ltd v. Associated Broadcasting Company Pvt. Ltd and Ors.***' filed before the Andhra Pradesh High Court. It is stated that the said litigation culminated *vide* an order dated 22.01.2025 passed therein, whereby, the petition was disposed of in view of 'mutual understanding' being arrived at between the parties. The said order reads as under:-

"2.The petitioner filed M.A No.412 of 2024 in B.P. No. 429 of 2024 seeking modification/recall of the orders dated 20.11.2024 and 04.12.2024, which are in the nature of exparte orders. When the matter came up for consideration, the respondent herein/petitioner before the Tribunal sought for time to file reply to the petition, the Honble Tribunal confirmed the interim order passed order on 20.11.2024 vide order dated 04.12.2024 to make it applicable during pendency of the case without the matter being heard on merits at the interim stage and posted for final hearing of main petition i.e. B.P Nos.427, 428 & 429 of 2024, posted on 06.02.2025. While so, the petitioner herein filed M.A No.412 of 2024 which was listed on 19.12.2024 and before TDSAT, learned counsel for the petitioner therein requested time for filing reply. TDSAT issued notice in the said application granting Respondent no.1 time to file its reply within 06.02.2025, thereby allowing the impugned orders to continue.

3. During hearing, Sri P. Sri Raghuram, learned Senior Counsel for the petitioner and Sri. O Manohar Reddy, learned Senior Counsel appearing for Respondent No.1 mutually agreed to contest M.A. No.412 of 2024 in



B.P No. 429 of 2024 before the Hon'ble TDSAT on merits instead of contesting the main petition. Both parties agreed upon to submit reply along with relevant and necessary documents to the Tribunal.

4. In view of the mutual understanding arrived by and between both the Senior Counsel, this Court deems it appropriate to dispose the writ petition, without touching the merits of the case, leaving it open to both the parties to contest M.A. No. 412 of 2024 in B.P. No.429 of 2024 before the Hon'ble Telecom Dispute Settlement and Appellate Tribunal on merits, which is scheduled for hearing on 06.02.2025.

5. It is further agreed by the respondents herein, that they would file reply on or before 06.02.2025 and they will argue the matter on 06.02.2025 itself without requesting further time, but, as per convenience of the Hon'ble Tribunal.

6. Hence, in view of the above, this Court is inclined to dispose of this writ petition, requesting the Hon'ble Tribunal to hear and dispose of M.A. No.412 of 2024 in B.P. No.429 of 2024 either on 06.02.2025 or on any other early date as per its convenience, since both parties agreed to argue the matter on 06.02.2025 itself."

21. On merits, it is submitted that the relationship between the parties is governed solely by the 'Channel Placement Agreement', in terms of which, the respondent no.3 is obligated only to allocate the mutually agreed LCN to the petitioner. It is stated that no other agreement has been executed between the parties and the Channel Placement Agreement cannot be interpreted to subsume an obligation on the respondent to include the petitioner's channel in all of its bouquet's offerings.

22. It is further submitted that the sole purpose of the Agreement was to allot a preferred/better LCN to the channel/s of the petitioner and not for including the petitioner's channel as part of any bouquet offered. Reliance is placed on Regulation 3(4) of the Interconnection Regulations, 2017, to



contend that there is a bar on a Broadcaster proposing, demanding or stipulating that its channel be made part of any bouquet. It is also contended that the Channel Placement Agreement is itself determinable and therefore, it is impermissible to seek specific performance thereof.

23. It is submitted that the migration notice issued by the respondent no.3 was only in the nature of intimation and cannot be construed to be an admission of any implied contract *qua* packaging/carrying channel of the petitioner in bouquets offered. It is submitted that the perusal of the said notice also reveals that there was no impediment in the respondent no.3 making changes in the bouquets offered and in providing for availability of the channel of the petitioner on an *a-la-carte* basis.

24. Lastly, it is submitted that the impugned order does not suffer from any legal infirmity and/or error apparent on the face of the record. It is pointed out that the impugned order only permits the respondent no.3 to alter the bouquets offered, and protection earlier granted to the petitioner with respect to the contractual entitlement of the petitioner under the agreement/s remains unaffected. Further, it is emphasized that the impugned order specifically records that all contentions of the parties have been kept open, to be considered at the time of final hearing of the Broadcasting petitions.

ANALYSIS AND CONCLUSION

25. Although, the respondent is right in contending that the parties to the present disputes are based out of Andhra Pradesh/Telangana and the Agreement between the parties is for distribution of the channel of the



petitioner in the said State/s, this Court has entertained the present petitions since on previous occasion/s, this Court in WP(C) 8688/2024 and CONT. CAS (C) 999/2024 [alongwith connected matters], dealt with the same controversy (albeit in a different context) and passed orders dated 24.06.2024 and 02.07.2024. It was in the light of the said order/s passed by this Court that the TDSAT had continued/granted certain interim order/s, which have now been modified by the impugned order/s.

26. However, having perused the impugned order, and considering the submissions by the respective counsel, this Court finds that there is no justification to interfere with the impugned order/s in exercise of jurisdiction under Article 226 of the Constitution of India. The reasons are as under:-

(i) The impugned order gives multiple reasons for modifying the pre-existing interim order/s passed in favour of the petitioner. The impugned order takes note of the extant Regulatory mechanism and on the basis of Regulation 3(4)¹¹ read with Regulation 10 (11)¹² of the Interconnection Regulations, 2017, reaches the conclusion that the same clearly proscribes a Broadcaster from proposing, stipulating or demanding, directly or indirectly, packaging of its channel in any particular bouquet offered by the Distributor of television channels to

¹¹ **3. General obligations of broadcasters.** — [...] (4) No broadcaster shall propose, stipulate or demand for, directly or indirectly, packaging of the channel in any particular bouquet offered by the distributor of television channels to subscribers.

¹² **10. Interconnection agreement between broadcaster and distributor of television channels.** — [...] (11) A broadcaster shall not incorporate any provision, directly or indirectly, in its interconnection agreement with a distributor of television channels which require such distributor of television channels to include the channel or bouquet of pay channels offered by the broadcaster in any particular bouquet of channels offered by such distributor to the subscribers and any agreement to contrary shall be void.



subscribers. The language of the aforesaid regulations is quite unambiguous in this regard. Thus, there is, *prima facie*, merit in the reasoning given in the impugned order;

(ii) Even assuming the petitioner is right in contending that it is possible to enter into an agreement in derogation of Regulation 3(4) of the Interconnection Regulations, 2017, a bare perusal of the 'Channel Placement Agreement/s' between the parties reveals that the same does not even deal with or contain any provision as regards making the channel/s of the petitioner a part of any bouquet/s to be offered by the respondent no.3 to its subscribers;

(iii) Although, it is true that under Regulation 18(3) and 18(4) of the Interconnection Regulations, 2017¹³, it is a mandatory obligation of the respondent no.3 to necessarily allot a LCN to each of its channel/s on its platform, evidently, the only purport of the 'Channel Placement Agreement/s' executed between the parties was to assign a particular favourable/preferred LCN to the petitioner within its genre¹⁴, for which the consideration was paid by the petitioner. Entering into an agreement for the purpose of assigning a particular LCN (as per the

¹³ **18. Listing of channels in electronic programme guide.**—[...] (3) Every distributor of television channels shall assign a unique channel number for each television channel available on the distribution network.

(4) The channel number once assigned to a particular television channel shall not be altered by the distributor [without prior approval of the Authority]:

Provided that this sub-regulation shall not apply in case the channel becomes unavailable on the distribution network:

[Provided further that if a broadcaster changes the genre or language of a channel then the channel number assigned to that particular television channel shall be changed in order to place such channel with the channels of the new genre or language in the electronic program guide.]

¹⁴ News Channel



petitioner's preference) is quite different from assuming any obligation to make the petitioner's channel/s a part of the respondent no.3's 'bouquet offerings' to its subscribers;

(iv) Reliance sought to be placed on the migration notice issued by the respondent no.3 cannot by itself lead to an inference that there is an Agreement between the petitioner and the respondent no.3 for the purpose of including the channel of the petitioner as part of the bouquets offered by the respondent no.3 to its subscribers. The respondent no.3 is right in contending that no such inference is called for, given the express language of the Channel Placement Agreement/s. Had it been intended that the respondent no.3 is obliged to make the channel of the petitioner as part of its bouquet offering to its subscribers, then nothing would have been easier than to so provide the Channel Placement Agreement/s;

(v) The fact that the respondent no.3 has been including the channel of the petitioner as part of its "bouquets offerings" to its subscribers in the past, does not, by itself, create any legal right in favour of the petitioner for continuation of the same arrangement;

(vi) The impugned order also rightly notes that under Regulation 11 of the QoS Regulations, 2017¹⁵, it is permissible for the respondent

¹⁵ 11. **Introduction, discontinuation and modification of bouquets in other cases.** — (1) No distributor of television channels shall introduce a new bouquet or discontinue any existing bouquet available on its platform, without giving a prior notice of at least fifteen days to all the subscribers by running scrolls on television screen and such notice shall also be displayed on customer care programming service. (2) No distributor of television channels shall modify the composition of any existing bouquet available on its platform if all the channels forming part of the bouquet continue to be available on its platform:



no.3 to discontinue any existing bouquet available on its platform by giving a prior notice to the subscribers by running scrolls and displaying a notice on the “customer care programming service”;

(vii) The Tariff Order, 2017, also specifically contemplates merely a reporting requirement for the purpose of bringing about a change in the composition of bouquet or paying channel/s. The relevant provision in this regard is as under: -

“7. Reporting requirement by distributors of television channels. –

.....

*[Provided also that any subsequent change in the network capacity fee, name, nature, language, distributor retail prices of pay channels, distributor retail price or composition of **bouquet** of pay channels and composition of bouquet of free-to-air channels, network capacity fee for each additional TV connection beyond first TV connection in a multi TV home, long term subscriptions, maximum retail price of platform services and introduction or discontinuation of any channel on its platform, as the case may be,—*

- (a) shall be reported to the Authority, in such manner, as may be specified, at least fifteen days prior to such change, and*
- (b) shall also be simultaneously published on the website of the distributor.]*

(viii) Given the aforesaid position, the impugned order, on a *prima facie* conspectus, rightly concludes that the respondent no.3 is permitted to alter the bouquet offered to the subscribers after complying with the requirements as set out in Regulation 11 of the QoS Regulations, 2017;

Provided that it shall be permissible for the distributor to discontinue the existing bouquet and introduce new bouquet after complying with the procedure prescribed in sub-regulation (1).



(ix) This Court finds nothing amiss in the aforesaid findings, so as to warrant interference in exercise of jurisdiction under Article 226 of the Constitution of India. Reference in this regard may be made to a judgment of a Constitution Bench of the Supreme Court in ***Hari Vishnu Kamath v. Syed Ahmad Ishaque and Others***, (1954) 2 SCC 881, wherein, it has been observed as under: -

“24.3. The court issuing a writ of certiorari acts in exercise of a supervisory and not appellate jurisdiction. One consequence of this is that the Court will not review findings of fact reached by the inferior court or tribunal, even if they be erroneous. This is on the principle that a court which has jurisdiction over a subject-matter has jurisdiction to decide wrong as well as right, and when the legislature does not choose to confer a right of appeal against that decision, it would be defeating its purpose and policy, if a superior court were to rehear the case on the evidence, and substitute its own findings in certiorari. These propositions are well settled and are not in dispute.

25. The further question on which there has been some controversy is whether a writ can be issued, when the decision of the inferior court or tribunal is erroneous in law. This question came up for consideration in R. v. Northumberland Compensation Appeal Tribunal, ex p Shaw [R. v. Northumberland Compensation Appeal Tribunal, ex p Shaw, (1951) 1 KB 711], and it was held that when a tribunal made a “speaking order” and the reasons given in that order in support of the decision were bad in law, certiorari could be granted. It was pointed out by Lord Goddard, C.J. that that had always been understood to be the true scope of the power. Walsall Overseers v. London & North Western Railway Co. [Walsall Overseers v. London & North Western Railway Co., (1878) LR 4 AC 30 at p. 39 (HL)] and R. v. Nat Bell Liquors Ltd. [R. v. Nat Bell Liquors Ltd., (1922) 2 AC 128] were quoted in support of this view. In Walsall Overseers v. London & North Western Railway Co. [Walsall Overseers v. London & North Western Railway Co., (1878) LR 4 AC 30 at p. 39 (HL)], Lord Cairns, L.C. observed as follows : (AC p. 39)



“... if there was upon the face of the order of the court of quarter sessions anything which showed that that order was erroneous, the Court of Queen's Bench might be asked to have the order brought into it, and to look at the order, and view it upon the face of it, and if the court found error upon the face of it, to put an end to its existence by quashing it....”

In R. v. Nat Bell Liquors Ltd. [R. v. Nat Bell Liquors Ltd., (1922) 2 AC 128] Lord Sumner said : (AC p. 156)

“... That supervision goes to two points : one is the area of the inferior jurisdiction and the qualifications and conditions of its exercise; the other is the observance of the law in the course of its exercise.”

(x) Again, a co-ordinate Bench of this Court in ***Deora Cable Networks v. Den Network Ltd.***, 2024 SCC OnLine Del 394, held as under:-

“15. The scope and ambit of exercise of power and jurisdiction by a High Court under Article 227 of the Constitution of India is examined and explained in a number of decisions of this Court. The exercise of power under this article involves a duty on the High Court to keep inferior courts and tribunals within the bounds of their authority and to see that they perform the duty expected or required of them in a legal manner. The High Court is not vested with any unlimited prerogative to correct all kinds of hardship or wrong decisions made within the limits of the jurisdiction of the subordinate courts or tribunals. Exercise of this power and interfering with the orders of the courts or tribunals is restricted to cases of serious dereliction of duty and flagrant violation of fundamental principles of law or justice, where if the High Court does not interfere, a grave injustice remains uncorrected. It is also well settled that the High Court while acting under this article cannot exercise its power as an appellate court or substitute its own judgment in place of that of the subordinate court to correct an error, which is not apparent on the face of the record. The High Court can set aside or ignore the findings of facts of an inferior court or tribunal, if there is no evidence at all to justify or the finding is so perverse, that no reasonable person can possibly come to such a conclusion, which the court or tribunal has come to [Refer : *Estralla Rubber v. Dass Estate (P) Ltd.*, (2001) 8 SCC 97].”



27. In the aforesaid circumstances, this Court is not inclined to interfere with the impugned order. This is especially considering that the impugned orders are interlocutory in nature and necessarily subject to the final outcome of the petitions filed by the petitioner¹⁶ which, *inter alia*, claims compensation from the respondent/s. All rights and contentions of the parties are reserved and shall necessarily be considered at the stage of disposal of the Broadcasting petitions.

28. In the circumstances, this Court finds no merit in the present petitions; the same are, consequently, dismissed. All pending applications also stand disposed of.

SACHIN DATTA, J

APRIL 08, 2025/r, sl

¹⁶ “11. At the time of final hearing of the Broadcasting Petition further merit of the interim notices will be looked into. All the contentions of both the sides are kept open and they will be decided at the time of final hearing of the aforesaid Broadcasting Petition.” [Paragraph 11 of the impugned order dated 06.02.2025 passed in M.A. No. 412/2024 in B.P. No. 429/2024]