Reportable

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

Civil Appeal No(s). /2026
@CIVIL APPEAL Diary No(s). 16455/2026

M/S JEEVAN TELECASTING CORPORATION LTD. Appellant(s)

VERSUS

ASIANET SATELLITE COMMUNICATIONS LTD Respondent(s)

WITH

Civil Appeal No. 4690/2026

ASIANET SATELLITE COMMUNICATIONS LTD Appellant(s)

VERSUS

M/S JEEVAN TELECASTING CORPORATION LTD. Respondent(s)

WITH

Civil Appeal No(s). /2026
@ Diary No(s). 70934/2025

ASIANET SATELLITE COMMUNICATIONS LTD Appellant(s)

VERSUS

M/S JEEVAN TELECASTING CORPORATION LTD. Respondent(s)

O R D E R

1. These three appeal(s) under Section 18 of The Telecom Regulatory Authority of India Act, 1997[1] arise from a common Broadcasting Petition (for short, B.P.) No. 391/2016 filed by Asianet

1 1 TRAI Act

Satellite Communications Ltd (for short “Asianet”) against M/S Jeevan Telecasting Corporation Ltd. (for short “JTCL”) under Section 14 read with Section 14A of the “TRAI Act” before the Telecom Disputes Settlement and Appellate Tribunal (for short, TDSAT).

2. By order dated 09.08.2023 TDSAT partly allowed the petition of Asianet and directed JTCL to deposit Rs.1,05,68,330/- (Rupees One Crore Five Lakh Sixty-Eight Thousand Three Hundred Thirty only) towards principal along with pendente lite and future simple interest @ 9% p.a. over and above the principal amount, till the actual date of payment, for making payment to Asianet.

3. Both sides filed Review Applications under Section 16 (2) (f) of TRAI Act before TDSAT against the order dated 09.08.2023. Asianet’s Review was R.A. No.7 of 2023 and JTCL’s review was R.A. No.10 of 2023. Both reviews were dismissed by separate orders dated 20.02.2026.

4. **Civil Appeal Dairy No.16455 of 2026 is filed by JTCL impugning orders dated 09.08.2023 and 20.02.2026 passed in B.P. No.391 of 2016 and R.A. No.10 of 2023. The said appeal is reported to be within limitation *qua* order dated 20.02.2026 and beyond limitation by 861 days *qua* order dated 09.08.2023. Having regard to the fact that review was pending against the order dated 09.08.2023, we deem it appropriate to allow the delay condonation application and, therefore, the delay in filing Civil Appeal Dairy No. 16455 of 2026 is condoned.**

5. **Civil Appeal Diary No.70934 of 2025 is filed by Asianet against the order dated 09.08.2023. It is reported to be beyond time by 792 days. Delay has occurred because review (R.A. No.7 of 2023) of order dated 09.08.2023 was pending. Having regard to the fact that review has been decided on 20.02.2026, we deem it appropriate to condone the delay.**

6. **Civil Appeal No.4690 of 2026 is by Asianet against the order dated 20.02.2026 passed in R.A. No.7 of**

2023.

7. As all these appeals emanate from a common proceeding i.e., B.P. No.391 of 2016, they were heard together and are being decided by a common order.

8. We have heard learned counsel for the parties and have perused the materials available on record.

FACTS

9. Relevant facts are as under:

(i) Asianet is a licensed Cable TV operator providing TV signals to subscribers through other link cable operators. It distributes signals of various TV channels, either as Free to Air, or as ‘Pay Channels’. In case of Free to Air channels, the channel operator/ broadcaster pays a ‘Carriage Fee” to Asianet. JCTL is a broadcaster, having a TV Channel by the name of Jeevan TV. JTCL entered into an agreement with Asianet for carrying broadcasting signals. The agreement envisages payment from time to time. Even interest is payable on defaulted amount at the rate of 18 per cent per annum.

(ii) Asianet filed petition i.e., B.P. No.391 of 2016 before TDSAT, *inter alia*, claiming a sum of Rs. 1,95,88,705/- towards outstanding carriage fee up to 31.05.2016, and Rs.68,55,109.04/- towards interest on delayed payment, totaling Rs. 264,43,814.04/-. Additionally, *pendente lite* and future simple interest was also sought @ 18% p.a.

(iii) The Tribunal after considering the evidence placed on record in respect of the amount due and payable towards carriage fee, *vide* impugned order dated 09.08.2023 (for short, first impugned order), directed JTCL to deposit in the Tribunal, within two months from the date of the judgment, Rs.1,05,68,330/- towards principal outstanding along with *pendente lite* and future simple interest on the

principal amount, till the date of actual payment, at the rate of 9 per cent per annum.

(iv) Both sides filed review before TDSAT which came to be dismissed by order(s) dated 20.02.2026 (i.e., second set of impugned orders).

(v) During pendency of the review petition, Asianet had filed one of these three appeals, and after rejection of the review petition it filed another appeal detailed supra. Insofar as JTCL is concerned, it has filed a consolidated appeal against the two orders.

(vi) By relying on tabular chart(s) and affidavits filed on behalf of the parties detailing the amounts(s) due, and payments made, under the agreements(s), TDSAT *vide* order dated 09.08.2023 recorded a finding that there exists no dispute as regards Rs. 1,05,68,330/- being the principal amount due and payable by JTCL, under the agreement(s), to Asianet towards carriage

fee for the period specified in the order; and based on the aforesaid finding, it directed JTCL to pay the said amount along with *pendente lite* and future simple interest at the rate of 9 per cent per annum.

10. Asianet has questioned the order dated 09.08.2023, affirmed in review, on two grounds:

(i) that TDSAT failed to notice the claim related to pre-suit or pre-petition interest which, as per the agreement, was payable from the date the amount(s) became due and payable under the agreement; and

(ii) that when parties had agreed to 18 per cent interest on any delayed payment of any amount payable under the agreement, award of interest @ 9% p.a. was not justified.

11. According to Asianet, if interest on the delayed payment is taken into consideration from the date when the amount became due and payable, the amount payable will be much higher than the lump sum

amount directed to be paid under the impugned order.

12. On the other hand, JTCL has questioned the quantum of amount payable by claiming that the service tax component cannot be included unless invoices are raised by Asianet upon JTCL.

13. We do not find that any issue regarding raising of invoice(s) under the agreement was either raised or pressed by JTCL before TDSAT. Further, the liability of JCTL to make payment of the amount chargeable as service tax is not questioned. In such circumstances, we do not find any error in the view taken by TDSAT that Rs.1,05,68,330/- is due and payable by JTCL to Asianet towards carriage fee under the agreement(s). We, therefore, dismiss the appeal filed by JCTL.

14. Now, we shall consider: (a) whether the Tribunal was justified in reducing the rate of interest from 18%, the one specified in the agreement, to 9 per cent; and (b) whether the Tribunal was

justified in overlooking the claim of Asianet for pre-suit/ pre-petition interest.

15. In *Central Bank of India v. Ravindra and others, (2002) 1 SCC 367*, a Constitution Bench of this Court, after holding that interest can be awarded for the following periods: (1) pre-suit interest i.e., interest accrued prior to institution of the suit on the principal sum adjudged; (2) interest *pendente lite* i.e., additional interest on the principal sum adjudged, from the date of the suit to the date of decree; and (3) post-decree interest or future interest i.e., further interest on the principal sum adjudged, from the date of the decree to the date of the payment or to such earlier date as the court thinks fit, summarized the general principles on award of interest as under:

> "39. … Pre-suit interest is referable to substantive law and can be subdivided into two sub-heads: (i) where there is a stipulation for the payment of interest at a fixed rate; and (ii) where there is no such stipulation. If there is a stipulation for the rate of interest, the court must allow that rate up to the date of

the suit subject to three exceptions: (i) any provision of law applicable to money lending transactions, or usury laws or any other debt law governing the parties and having an overriding effect on any stipulation for payment of interest voluntarily entered into between the parties; <u>(ii) if the rate is penal, the court must award at such rate as it deems reasonable; (iii) even if the rate is not penal the court may reduce it if the interest is excessive and the transaction is substantially unfair</u>. If there is no express stipulation for payment of interest, the plaintiff is not entitled to interest except on proof of mercantile usage, statutory right to interest, or an implied agreement. Interest from the date of suit to the date of decree is in the discretion of the court. Interest from the date of the decree to the date of payment or any other earlier date appointed by the court is again in the discretion of the court - to award or not to award as also the rate at which to award."

(Emphasis supplied)

16. **In *I.K. Merchants Pvt. Ltd. & Ors. v. State of Rajasthan and others, 2025 SCC OnLine SC 692*, this Court, after surveying number of decisions including the one in *Central Bank of India (supra)*, held:**

"14. … It is abundantly clear that the courts have the authority to determine the appropriate interest rate, considering the totality of the facts and circumstances in accordance with

> law. That apart, the courts have the discretion to decide whether the interest is payable from the date of institution of the suit, a period prior to that, or from the date of the decree, depending on the specific facts of each case."

17. TRAI Act does not specify that interest on delayed payment would be payable at a particular rate. Therefore, general principles regarding award of interest would apply. Besides, sub-section (4) of Section 14A of TRAI Act, which reflects on the powers of TDSAT, provides:

> "On receipt of an application under sub-section (1) or an appeal under sub-section (2), <u>the Appellate Tribunal may</u>, after giving the parties to the dispute or the appeal an opportunity of being heard, <u>pass such orders thereon as it thinks fit</u>."
>
> [emphasis supplied]

18. In *Commissioner of Income Tax, Bombay v. Walchand & Co. (Pvt.) Ltd., Bombay, 1967 SCC OnLine SC 119*, this Court observed that the expression "pass such orders thereon as it thinks fit" in Section 33(4) of the Income Tax Act, 1922 does not confer any arbitrary power. The legislative intent is to define the jurisdiction of the Tribunal to deal with and determine questions which arise out of the subject matter of the appeal in light of the evidence, and consistent with the justice of the case. In *Babulal Nagar v. Shree Synthetics Ltd.*, 1984 Supp SCC 128, this Court observed that the expression "as it thinks fit" confers a very wide jurisdiction on the Tribunal enabling it to take an entirely different view on the same set of facts. It was held that the expression "as it thinks fit" has the same connotation, unless context otherwise indicates, "as it deems fit". In *Narendra Singh v. Chhotey Singh & Anr., (1983) 4 SCC 131*, this Court held that the expression 'as it deems fit' confers a jurisdiction of widest amplitude on the quasi- judicial tribunal. But that does not mean that such tribunal can pass any order in total disregard of the statutory provisions under which the quasi-judicial tribunal is created and conferred jurisdiction to resolve disputes arising in the implementation of the statute.

19. Having regard to the exposition of the phrase "as

it thinks fit" in various decisions, in our view, the phrase "as it thinks fit", as used in sub-section (4) of Section 14A of TRAI Act, vests the Tribunal with ample jurisdiction to modulate its orders to serve the ends of justice dependent on what the facts and circumstances of the case require. Thus, in the absence of a statutory edict to pay interest on the sum outstanding at a specified rate, the Tribunal can take note of the current fiscal policies / bank rates of interest to decide whether award of interest at a particular rate would serve the ends of justice and balance the equities between the parties.

20. In the case on hand, TDSAT has observed that 9 per cent interest would be appropriate in the present fiscal and financial scenario.

21. Having regard to the nature of power conferred on TDSAT including the decision of this Court in *Central Bank of India (supra),* and by taking into account the declining trend in the prime lending rate over the last decade or so, in our view, in the absence of any statutory mandate to award

contractual rate of interest, the award of interest at the rate of 9 per cent is not so arbitrary or perverse as may give rise to a substantial question of law for our consideration in an appeal under Section 18 of TRAI Act, which, as per sub-section (1) of Section 18, is confined to grounds specified in Section 100 of the Civil Procedure Code, 1908. Accordingly, we reject the submission made on behalf of Asianet that the interest ought to have been awarded at the rate specified in the agreement.

22. **Insofar as the second submission on behalf of Asianet i.e., award of pre-suit or pre-petition interest is concerned, we notice that in clause 2.1 of the agreement a table is provided detailing as to what amount is payable when, under the agreement, to Asianet by JTCL. The following clause i.e., clause 2.2 of the agreement provides that:**

> **"For delayed realization of payments beyond the agreed dates as per the agreement, broadcaster agrees to pay the MSO an interest at 18 per cent**

per annum."

23. The above clause 2.2 makes it clear that interest is chargeable if the payment is made beyond the agreed date. This would imply that if the payment is to be made in a staggered manner i.e., in installments spread over a period of time, and dates of those installments are specified in the agreement between the parties, then each default would create a liability for payment of interest during the period of default.

24. Unfortunately, TDSAT has overlooked this part of the claim of Asianet. Accordingly, we are of the view that TDSAT needs to assess the pre-suit / pre-petition interest component based on the evidence and the materials available on record, and must determine the same basis the date as to when the payment / installment became due and payable. TDSAT must therefore determine the pre-suit/ pre-petition interest component in light of the observations above. However, we hold that the pre-suit interest component shall be determined by computing it at the rate of 9 per cent instead of

18%.

25. **For the aforesaid purpose, there shall be a fresh exercise by TDSAT, and to complete that exercise TDSAT shall give an opportunity of hearing to both sides so that both sides have the opportunity to submit their own computation chart(s) in respect of the interest payable on the defaulted amount at the rate specified above. After the pre-suit/ pre-petition interest is determined, TDSAT shall add it to the principal outstanding for determining the decretal amount on which pendente lite and future interest would be payable at the rate already awarded by TDSAT. We further deem it appropriate to direct that the aforesaid exercise shall be concluded preferably within a period of four months from the date a copy of this order is placed before TDSAT.**

26. **We make it clear that if the relevant charts are already on record, TDSAT shall be free to refer to those charts and if any chart hereafter filed is at variance with the earlier charts, then it shall be open to TDSAT to consider which one is to be**

accepted.

27. In view of the discussion above, Civil Appeal Diary No.16455 of 2026 is dismissed, whereas Civil Appeal Diary No.70934 of 2025 and Civil Appeal No.4690 of 2026 are disposed in the aforesaid terms.

28. Pending application(s), if any, shall stand disposed of.

………………………………..J
[MANOJ MISRA]

………………………………..J
[VIJAY BISHNOI]

New Delhi;
August 05,2026

ITEM NO.7 COURT NO.11 SECTION XVII-B

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

CIVIL APPEAL Diary No(s). 16455/2026

[Arising out of impugned final judgment and order dated 20-02-2026 in RA No. 10/2023 09-08-2023 in BP No. 391/2016 passed by the Telecom Disputes Settlement and Appellate Tribunal]

M/S JEEVAN TELECASTING CORPORATION LTD. Petitioner(s)

VERSUS

ASIANET SATELLITE COMMUNICATIONS LTD Respondent(s)

IA No. 118808/2026 - CONDONATION OF DELAY IN FILING
IA No. 118802/2026 - CONDONATION OF DELAY IN REFILING / CURING THE DEFECTS
IA No. 118805/2026 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT

WITH

C.A. No. 4690/2026 (XVII-B)
FOR ADMISSION

IA No. 124637/2026 - GRANT OF INTERIM RELIEF

Diary No(s). 70934/2025 (XVII-B)

IA No. 331246/2025 - CONDONATION OF DELAY IN FILING
IA No. 331245/2025 - GRANT OF INTERIM RELIEF
IA No. 331240/2025 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES

Date : 05-08-2026 These matters were called on for hearing today.

CORAM :
HON'BLE MR. JUSTICE MANOJ MISRA
HON'BLE MR. JUSTICE VIJAY BISHNOI

For Petitioner(s) :
Ms. Shirin Khajuria, Sr. Adv.
Mr. Mohit D. Ram, AOR
Ms. Nayan Gupta, Adv.
Ms. Swati Tiwari, Adv.

Mr. Aljo K. Joseph, AOR
Mr. Sashwat Mishra, Adv.
Mr. Rajesh Kumar, Adv.
Mr. N Leela Vara Prasad, Adv.
Mr. Siddharth Singh, Adv.

For Respondent(s) :

UPON hearing the counsel the Court made the following

O R D E R

1. Delay condoned.

2. Civil Appeal Diary No.16455 of 2026 is dismissed and Civil Appeal Diary No.70934 of 2025 and Civil Appeal No.4690 of 2026 are disposed in terms of the Reportable signed order placed on the file.

3. Pending application(s), if any, shall stand disposed of.

(CHETAN ARORA)
ASTT. REGISTRAR-cum-PS

(SAPNA BANSAL)
COURT MASTER (NSH)