

10<sup>th</sup> June, 2016

**Mr. S.K. Singhal**

Advisor (B&CS)

Telecom regulatory Authority of India

New Delhi.

Dear Sir,

**Ref: Consultation Paper on Framework For Broadcasting TV Services Distributed  
Through addressable Systems**

We would like to enclose herewith our comments on the above captioned Consultation Paper for your consideration and records.

Thanking you,

Yours faithfully

For **Videocon d2h Limited**,



**Shiveendra Krishna Singh**

Head, Regulatory & Compliance

Encl: A/a

**COMMENTS OF VIDEOCON d2h LIMITED ON CONSULATION PAPER ON FRAMEWORK FOR BROADCASTING TV SERVICES DISTRIBUTED THROUGH ADDRESSABLE SYSTEMS, DATED 4<sup>TH</sup> MAY, 2016**

At the outset, we appreciate the efforts of the Authority to come up with a comprehensive framework for Broadcasting TV Services Distributed Through addressable System vide the captioned Consultation Paper dated 4<sup>th</sup> May, 2016 and in this connection we hereby submit our detailed comments Issue Wise as under:

**Issue 1:- COMMON INTERCONNECTION FRAMEWORK INTERCONNECTION FRAMEWORK FOR ALL TYPES OF ADDRESSABLE SYSTEMS**

- 1.1 How a level playing field among different service providers using different addressable systems can be ensured?**
- 1.2 Should a common interconnection regulatory framework be mandated for all types of addressable systems?**

As the Authority is aware, irrespective of whether it is IPTV/HITS/Cable/Mobile TV, the job of each such platform is to deliver signals to its end customers. Content, programs, entertainment is generated by Broadcasters and what these platforms do is merely re-transmit such content, programs, entertainment of the Broadcasters to its end customers. Thus, common interconnect regulatory framework would go a long way in creating a level playing field and in achieving parity amongst all distribution platforms including the Mobile TV platforms.

Though consumers are willing to opt for the reasonable priced services provided by the DPOS, yet they are reluctant to pay anything extra which is over and above the basic payment for base services. Such common interconnect regulatory

framework would also enable in safeguarding loss of revenue to the stakeholders and would also create parity amongst them.

One of the ways to achieve level playing field amongst different service providers would be by way of providing access and to make available all the information including commercial information exclusively to stakeholders. This will encourage competition based on efficiency and quality of service. Furthermore, a common interconnection regulatory framework for all types of addressable systems would act as a catalyst in ensuring that all the stakeholders are gauged by the same yardstick.

If a common interconnection framework is implemented for all types of addressable systems, then we shall be able to achieve level playing field in a realistic and holistic manner. Such common interconnection framework will automatically ensure applicability of must provide and non-discriminatory regulations as envisaged under the applicable regulations.

Currently, multiple regulations are in vogue applicable to different platforms and on different areas of business of re-distribution. This certainly is not a happy situation as there is constant conflict in respect of such applicable regulations occur resulting in further differentiation amongst the DPOs. Common Interconnection framework would ensure equal treatment to each DPO at the hands of the Authority and would in the end benefit the customers.

A common code in the nature of common interconnection framework would certainly go a long way in achievement of the objective of the Authority as envisaged under the current consultation paper.



## Issue 2:- TRANSPARENCY, NON-DISCRIMINATION AND NON-EXCLUSIVITY

**2.1 Is there any need to allow agreements based on mutually agreed terms, which do not form part of RIO, in digital addressable systems where calculation of fee can be based on subscription numbers? If yes, then kindly justify with probable scenarios for such a requirement.**

We are of the opinion that the calculation of the fee should not be based on subscription numbers.

To support our viewpoint, we would like to state as under:

Much water has flown in concluding that the RIOs as they existed since the beginning were unrealistic ones. TDSAT in fact called such existing RIOs as *Faux RIOs*. As long as there are no realistic RIOs and HD pricing do not come in the regulated form, the DPOs will be forced to do a mutual agreement terms to get the signals from the broadcasters and agree for all terms and conditions which the Broadcasters have been historically dictating to the DPOS.

Unless RIO rates are revisited, examined and based on historical mutually agreed deals, the mutually agreed terms will have to be carried out because none of the platform operators whether be it analogue or digital can enter in current RIO pricing deals offered by the Broadcasters. Thus it is necessary to bring RIO rates to its realistic and acceptable levels for all platforms. This would facilitate all platforms to do away with any kind of conflict amongst themselves vis-a-vis Broadcasters and also have a co-existence based on parity, equity and non-discrimination. As observed by the Hon'ble TDSAT, in the judgment dated 7<sup>th</sup> December 2015 in the NSTPL matter, the RIO has to be the starting point of any negotiation between the Broadcaster and a particular DPO and mutually agreement has to be the last resort. In this context, we would therefore like to

submit that the starting point i.e RIO has to be made standardized in all respect at its realistic best so as to abort any further issue of mutual agreement.

In case of an exceptional mutual deal, Broadcasters must be mandated to ensure that such exceptional mutual deals are non-discriminatory, realistic and should also be mandated to declare such deals in detail. Once it is ensured that B2B transactions are non-discriminatory, the natural corollary would be the end subscriber would receive services from DPOs at a reasonable price. The objective of this Consultation Paper is to definitely allow customer to pay for what he wants to see and subscribe and to allow DPO to offer him the same as per the budget and pocket size of the subscriber. If authority wants real transparency then it must simply 'IMPOSE' realistic RIO based on historical deals or recently announced RIO by doing more than 80% discount of the published RIO price. Presently, if a DPO opts for the RIO of the Broadcasters such as Star, Zee, Colors, Sony, Disney, Discovery then the total of the RIO price of Standard Definition channels comes to Rs. 1200 and whereas in case of RIO for HD channels it comes to Rs. 2000 for the same content and channels. This according to us is breaching the principles of non-discrimination and reasonableness. Such discriminatory offerings directly and adversely impact the financials of the end customer and discourages them to make choices from offerings by the DPOs. Imagine a situation where a DTH Operator offers this price to the subscriber, will the subscribers pay Rs. 1,200 per month towards SD channels and Rs. 1500 towards HD Channels? The answer is obvious and BIG NO.

In view of this, we are of the view that Broadcasters need to be mandated to bring their channel prices irrespective of whether they are SD or HD, to reasonable and realistic level so as to enable DPOs to offer to consumer at best prices. Additionally, we would like to state, if a DPO decides to offer the SD channels at Rs. 1200 and HD channels at Rs. 1500, then the actual total number of channels

offered would be less than half of the number of total channels presently offered by DPOs to the subscribers.

To corroborate our viewpoint, please find below **Table A** and **Table B** which depicts a drastic difference between historically based realistic RIO rates vis-a-vis Broadcaster published RIO Rates.

**Table A**

<b>STANDARD DEFINITION CHANNELS</b>				
<b>Broadcaster</b>	<b>No. of Pay SD Channels</b>	<b>Current published RIO Rate</b>	<b>Current Actual Negotiated Avg. Deal Value per Subscriber</b>	<b>Current Actual Avg. Cost per Channel in bouquet</b>
Star Network	24	132	20.00 – 23.00	<b>0.95</b>
Star Sports	4	58	9.00 – 10.00	<b>2.50</b>
Zee + Turner Network	35	163	23.00 – 26.00	<b>0.75</b>
Ten Sports	3	36	3.00 – 4.00	<b>1.30</b>
Sony Network	12	89	10.00 – 15.00	<b>1.00</b>
IndiaCast Network	33	145	10.00 – 15.00	<b>0.40</b>
SunTV Network	29	190	40.00 – 44.00	<b>1.50</b>
Discovery Network	8	44	2.00 -3.00	<b>0.35</b>
Maa Network	4	27	0.40 – 0.50	<b>0.13</b>
Jaya Network	4	11	0.08 – 0.12	<b>0.02</b>
Disney UTV Network	8	35	2.00-2.50	<b>0.28</b>
Others	39	207	6.00 – 9.00	<b>0.20</b>
<b>Total</b>	<b>203</b>	<b>1137</b>	<b>70 – 85</b>	<b>-</b>

**Table B**
**Existing RIO Rates from Broadcasters to DPOs for High Definition channels:**

<b>HIGH DEFINITION CHANNELS</b>				
<b>Broadcaster</b>	<b>No. of HD Channels</b>	<b>Current published RIO Rate</b>	<b>Current Actual Negotiated Avg. Deal Value per Subscriber</b>	<b>Current Actual Avg. Cost per Channel in bouquet</b>
Star Network	14	346	22.00 – 24.00	<b>2.20</b>
Star Sports	4	140	10.00 – 11.00	<b>2.50</b>
Zee Network	6	180	13.00 – 18.00	<b>2.00</b>
Ten Sports	2	70	2.00 – 3.00	<b>2.00</b>
Sony Network	6	170	13.00 – 15.00	<b>3.50</b>
IndiaCast Network	4	175	10.00 – 12.00	<b>2.75</b>
SunTV Network	4	145	28.00 – 32.00	<b>7.50</b>
Discovery Network	3	72	3.00 – 4.00	<b>0.82</b>
Others	11	576	9.00 – 11.00	<b>2.20</b>
<b>Total</b>	<b>54</b>	<b>1874</b>	<b>60 – 70</b>	-

From the aforesaid tabular representation of RIO Rates of the HD and SD Channels of the Broadcasters, it can be clearly seen that the existing RIO Rates of all the Broadcasters are unreasonable and illogical and offering of such un reasonable A-la-carte price is completely unviable for the DPO's as No Subscriber will ever opt for the Channels on ala-carte basis these RIO rates. The entire objective of making any RIO a starting point for execution of an Interconnect Agreement gets defeated

when such unrealistic RIOs are introduced and in fact such RIOs induce the DPOs to rely on mutual deals with Broadcasters to ensure that the DPOs keep and maintain the paramount interests of the end consumer intact and protected. The whole exercise undertaken by the Authority to encourage the stakeholders to expeditiously execute any interconnect agreement by simply relying on the RIO's of the Broadcasters would be rendered ineffective and un-implementable if Broadcasters are allowed to carry on with the same RIO's with unrealistic propositions attached to them.

RIO's published by the Broadcasters must be in compliance with TDSAT Judgement dated 7<sup>th</sup> December, 2015 in the matter of NSTPL and also in sync with the applicable Regulations. We are of the view that the best way to ensure that RIO's are in compliance with the regulations of this Hon'ble Authority, is to mandate the Broadcasters to have their RIO's validated and approved by the Authority. According to us, if this process is followed then there will be hardly any chance of any kind of conflict, dispute between the stakeholders and will certainly have immense protective value in so far as consumer interests are concerned.

In this regard, we would like to reproduce the extract of the TDSAT Judgement dated 7<sup>th</sup> December, 2015.

*"... A proper RIO, true to its nature as envisaged in the regulation, is meant to go a long way in introducing/ bringing about fairness, reasonableness and non-discrimination in interconnect arrangements between a broadcaster and distributors. But what is passed off by the Broadcasters as RIO, instead of doing away with non-discrimination actually becomes a device to perpetuate discrimination."*



At the cost of repetition, we would like to state that the Hon'ble TDSAT had observed that a ***proper RIO would form a starting point for any negotiations*** which would be within limits allowed by the ratio between the a-la-carte and bouquet rates as stipulated under the applicable regulations. TDSAT also observed the existing RIOs as Faux RIOs. Consequently, the Hon'ble TDSAT gave operative directions to Broadcasters to issue fresh RIO's within one month from the date of the Judgment.

As the Authority is aware, the Hon'ble Supreme Court by its Order dated 26<sup>th</sup> February, 2016 while upholding the Judgment and Order of Hon. TDSAT dated 7<sup>th</sup> December, 2015, dismissed all the three Appeals of IBF, STAR and TAJ Television, thereby fully and finally settling the Judgment and Order passed by the Hon'ble TDSAT.

Furthermore, TDSAT in its recent interim order dated 2<sup>nd</sup> June 2016 in the matter between Star Broadband and Services (I) Private Limited and Zee Entertainment Enterprise Limited, stated **that the validity of RIO (filed by Zee) and whether it is fully in compliance with the directions issued by TDSAT judgment in NSTPL matter, requires serious consideration.** Thus, despite the Hon'ble TDSAT clearly expressing RIOs as *faux* RIOs when the NSTPL matter was adjudicated upon, the Broadcasters have apparently turned a blind eye to such observation and still persist with irrational, unreasonable, un-conscionable RIOs. This particular order of the Hon'ble TDSAT confirms that the Broadcasters have yet not applied their mind to the historical deals between them and the DPOs and went ahead and published RIOs which are still discriminatory, lopsided and unjustifiable. Considering this, we urge the Authority to mandate all Broadcasters to have their RIOs examined and approved from the Authority before its publication. One of the ways to achieve this, is by standardizing the draft of the interconnect agreements capturing the terms and conditions including a realistic RIO price based on historical deals, which can be drafted by an independent expert body / group,

which is not tilted towards any of the stakeholders and is neutral to the issues involved.

It will not be out of place to mention that if need be the Authority may also contemplate a separate an independent cell within itself which would entirely dedicated and devoted to look into the correctness and compliance of all terms and conditions contained in any given RIO of a Broadcaster. This measure according to us would pre-empt and abort all possible issued which would otherwise keep on rolling between the stakeholders and ultimately end in litigations.

According to us, in case of digital addressable systems which are transparent and every rupee is accounted for, there is no need for implementation of any regulation for calculation of fee based on subscription numbers or otherwise. There should be no formula for discounts. If discounts are based on subscriber numbers of DPOs then it is nothing but forcing minimum subscription guarantee on DPO, which is against the regulation The Telecommunication (Broadcasting and Cable Services) Interconnection Regulations, 2004 which is reproduced below:

***“Prohibition of Minimum Guarantee Clause”***

*Where a distributor of TV channels is using a technology by which pay channels can only be seen through an addressable system, then no service provider shall stipulate, insist or provide for any clause in an interconnection agreement with such a distributor which would require such distributor to pay a minimum guaranteed amount as subscription fee for the services provided”.*

Furthermore, as the Authority must have noticed by now from the fresh RIOs published by various Broadcasters, no Broadcaster has yet rationalized their RIO’s by taking into consideration the realistic and historical values under the past deals executed with various DPOs.

It is a known fact, that the RIO rates offered by the Broadcasters to DPOs are highly unreasonable. No Subscriber would like to ever opt for channels on a-la-carte basis.

Till now, all the deals which have been entered between the Broadcasters and the DPOs have been on mutually agreed terms, however such terms are based on the fact that the DPOs get the discounted rate only when DPOs agree to unilateral terms of the Broadcasters which include terms such as forced packaging, high channel penetration level, preferred LCN, etc to name a few.

We take this opportunity to state that amongst all the DPOs, the DTH operators are the only ones which are saddled with maximum amount of taxes levied simultaneously by the Central and State Governments. These taxes include service tax, entertainment tax, VAT (in case of sale of customer premises equipment) and customs duty on import of technological equipment and customer premises equipment. Additionally, as you are aware the DTH operators have to pay entry fee and license fee to the Ministry Of Information and Broadcasting ('MIB'), which cumulatively along with above taxes aggregates to around 34.5 %. A comparative table reflecting the taxes levied on DTH vis-a-vis other DPOs is produced below:

<b>Parameters</b>	<b>DTH</b>	<b>MSO</b>	<b>HITS</b>	<b>Cable</b>
<b>Entry fee</b>	Rs 10 crores	Rs. 1 Lakh	Rs. 10 crores	Nil
<b>Bank Guarantee (in Rs. crore)</b>	Rs. 40 crore	Nil	Rs. 40 crore	Nil.
<b>Annual License Fee</b>	10 % of GR	Nil	Nil	500/-
<b>WPC license fee and royalty</b>	As prescribed.	Nil	As prescribed	Nil
<b>Service Tax</b>	14.5 %	14.5 %	14.5 %	14.5 %
<b>*Average Entertainment Tax</b>	10%	7-8%	7-8%	7-8%
<b>Total of Taxes</b>	34.5 %	22.5 %	22.5 %	22.5 %

Considering the humungous taxes levied on DTH operators, it would be apt that the Authority formulates a separate discounted RIO for the DTH operators.

Hence, it is the need of the hour for the Authority to intervene and decide the realistic RIO price based on historical realistic deals in sacrosanct manner and ensure its implementation by the Broadcasters.

**2.2 How to ensure that the interconnection agreements entered on mutually agreed terms meet the requirement of providing a level playing field amongst service providers?**

At the outset, we would like to state that as a starting point of execution of any given interconnect agreement between the Broadcasters and various DPOs is crystallized by the Authority in a holistic manner then we are confident that all service providers would invariably opt for such RIOs. However, in an exceptional case where RIO is not being executed and instead a mutual deal is under consideration and progress then the Broadcasters should be clearly mandated to be in strict compliance of the principles of reasonableness, parity, equity and non-discrimination irrespective of service providers and should also be mandated to fulfil the criterion like realistic pricing, no forced packaging, preferred LCN, etc under the RIOs. The Authority will have a major role to play in ensuring that the interconnection agreements entered on mutually agreed terms meet the requirement of providing a level playing field amongst service providers by periodically examining the details of all such agreements filed by the stakeholders with the Authority. The Authority must ensure that all stakeholders on execution of such agreements lodge / filed / upload the document with the Authority and its website within a period of 48 hours from the time of execution of such interconnect agreements which should also include any addendums, separate



agreements, MOUs, discounting arrangements, carriage fee, promotional fee agreements, placement fee agreements / letters, FCTs, etc.

As the Authority is aware DPOs are mandated to file their quarterly Performance Monitoring Report ('PMR') with the Authority basis which the Authority monitors and ensures various compliances under the applicable regulations by DPOs. We are of the view that if similar provision of filing quarterly PMR by the Broadcasters (sworn by the CFO / CEO) is laid down and the Authority monitors the scene then it will be very convenient way of checking comparative and corresponding legal and regulatory compliances by one business to the other. The PMR should also include audited copy of balance sheet duly certified by independent and reputed Chartered Accountant. The PMR from the Broadcasters will help the Authority to check whether the Broadcasters are ensuring compliance of applicable regulations and that no discounts are given in any other form like promotion, carriage or any such mechanism to achieve the end objective of higher discount to particular DPO.

In addition to the requirement of PMR reporting by Broadcasters, the Broadcasters should also be mandated to submit any and all interconnect agreements (including FCT deals, promotional activity agreements, and carriage agreements), etc to the Authority within a period of 48 hours from the time of execution.

Whilst, giving our comments on the earlier consultation paper issued by the Authority on Register of Interconnect Agreements, we had suggested that the Authority may consider to revise periodical reporting requirement which is proposed to be on monthly basis i.e., 10th day of the following month to Quarterly basis. However, we feel that the proposed monthly reporting requirement will be justifiable in order to keep and maintain track of continuous execution of interconnect agreements.

Furthermore, any interconnection agreement entered on mutually agreed terms must be made available by the Broadcasters on their respective websites, which



can be accessed by all the stakeholders. The Broadcasters have to undertake and must ensure that there are no hidden agreements which give hidden benefits to DPOs including its vertically integrated DPOs in form of discounts, carriage fee, placement fee, favoured LCN, promotion and marketing fee, advertisement fee, FCT, etc if any separately agreed must also be declared.

Additionally, in order to ensure that only the stakeholders get access to these interconnect agreements entered on mutually agreed terms, a username and corresponding One Time Password ('OTP') facility should be implemented. We are of the view that if the above process is followed in its letter and spirit then a level playing field amongst service providers can be achieved in its true sense. In short no hidden deals should be permitted between the stakeholders.

We feel that disclosure of all the interconnect agreements along with their respective separate addendum, arrangement, carriage fee promotional fee agreement, etc shall not in any manner impact the business relations of stakeholders but on the contrary, access provided to stakeholders will promote overall growth of broadcasting industry and would substantially reduce the litigations pertaining to discrimination, stringent obligations imposed by Broadcasters, etc. It would also embark a sense of trust and fairness amongst the stakeholders and would encourage them to implement healthy business practices rather than resorting to unfair, unjust and lopsided clauses such as forced packaging, high level of channel penetration, preferential LCN, etc.

Thus, fair and free availability of information pertaining to the interconnection agreements entered on mutually agreed terms, exclusively amongst the stakeholders would enable the Authority to meet its objective to achieve a level playing field amongst the stakeholders.



## **HD channel prices should be made realistic.**

Option should be provided to DPOs and Customers, if HD Channel is offered which is either simulcast or shufflecast of SD Channel then option must be subscriber to opt for any one of them and should not be under an obligation to have both.

Discount conditions demanded by the Broadcasters are based on DPOs providing Broadcaster favoured LCN positioning. Most of the Broadcasters in exchange of discount demand LCN positioning in first 5 LCNs under the same genre category. If we do not adhere to the LCN demand of the Broadcasters then we have no option but to opt for the Channel at the un-realistic RIO price. The Broadcaster's fail to understand that LCN positioning are limited and all the Broadcasters cannot be positioned at LCN 1, 2 and 3. Hence, it is the need of the hour that the RIO is realistic and based on historical deals which will do away with such malpractices of the Broadcasters and ultimately lead to a situation where "Customer is made king and not the content".

As rightly pointed out by the Authority, the Broadcasters demand unreasonable information/documents before signing of the agreements to provide the TV Signal, which lead to delay or denial of interconnection with an aim to scuttle competition amongst existing distributors. This anomaly needs to be corrected.

Bouquet should be made genre wise/ language wise/ territory wise/ sports. Sports cannot be combined with weaker channels.

GEC -- Star Plus, Life Ok, Channel V, Star Plus HD.

Movies – Movies Ok, Star Gold, Movies OK HD, Star Gold HD.



Moment you keep HD out of purview of regulations, Broadcaster will do arm twisting and indulge in anti competitive and discriminatory practices by ensuring that all channels are made available in base packs and with their choice of preferred LCN.

DPOs are thus forced to give away their right of packaging.

The Broadcasters force the DPOs to sign discounted deals (in lieu of forced packaging, penetration, parity, LCN, new channel commitments etc.) in comparison to its published RIO, the DPOs under fear of loss of business, fall prey to broadcasters discounted deals.

If RIO rates are realistic then DPOs shall not mind signing the same. No Industry in the world will keep MRP as Rs. 40/- and offer the product at Rs. 1. This clearly shows that such heavy discounts come with lot of conditions.

**2.3 What are the ways for effectively implementing non-discrimination on ground? Why confidentiality of interconnection agreements a necessity? Kindly justify the comments with detailed reasons.**

**2.4 Should the terms and conditions (including rates) of mutual agreement be disclosed to other service providers to ensure the non-discrimination?**

We are of the opinion that any and all interconnection agreement and its addendums, MOUs, arrangements, carriage fee agreements, promotional fee agreements, FCT understandings, etc should be made available to all the stakeholders and should not be kept confidential, as has been the practice till date.



If these interconnect agreements are kept confidential then discounted deals entered by Broadcasters with DPOs will not be accessible to the stakeholders thereby leading to a situation wherein a particular DPO who wishes to have the same discount as made available to the other DPO, will never come to know the nature of the deal executed resulting in a discrimination or giving scope for discrimination. Especially in a scenario when the actual MRP is Rs. 81 the realistic negotiated price for the same channel is Rs. 1, there is direct discounting of Rs. 80 which throws the concept of fair play out of the window and there is always a fear of non-discriminatory terms to the fellow DPOs. Therefore, it should be ensured that nothing is kept confidential and interconnect agreements to be kept open to stakeholders to study. All the agreements, addendums, MOUs, promotion agreements, FCT agreements, Carriage, placement agreements, etc in any form should be declared and amongst stakeholders should be made available with restrictions as mentioned in the preceding paragraphs.

Further, disclosure of terms and conditions of the Interconnect Agreements including the rates of the Channels once made mandatory for Broadcasters will definitely reduce the volume of disputes between the stakeholders regarding the discriminatory terms offered by the Broadcasters, leading to reduction in the number of litigations filed in the Hon'ble TDSAT.

In view of the above, we are of the opinion that although no information should be categorized as confidential and non-confidential information category for stakeholders, the same yardstick of non-classification of information cannot be adopted for general public.

We are of the view that for effectively implementing non-discrimination on ground, it will be apt for the Authority to ensure the following:



### **Vertically integrated stakeholders**

Historically, it has been noticed that to the exclusion of independent and non-integrated stakeholders, either vertically or horizontally, vertically integrated stakeholders benefit from their status as all benefits which are not made available to independent and non-integrated stakeholders go to vertically integrated players. This area of serious concern has been lost sight of by one and all. If all interconnection agreements executed between vertically integrated players and independent ones are put in a juxta-position and thoroughly examined for differentiation as to benefits, leverages, discounts, packaging freedom, etc, one can observe the obvious tilt of such benefits in favour of the vertically integrated entities, which according to us need to be fixed by the Authority.

### **Discount Is The Source Of Discrimination At The Hands Of The Broadcasters**

It has been the industry experience that deals are closed behind closed doors and strict confidentiality is maintained. In such a scenario, it is but natural that one service provider gets the best deal whereas the other service provider gets the raw deal. If the Authority intervenes and looks into the concept of “Incentives” offered by Broadcasters then it would be revealed as to how such offerings make some agreements reasonable as to commercial terms and some other agreements totally unreasonable. Discounts offered by the Broadcasters are similarly responsible for tilt in favour of some and against some others. This is more so when there are vertically integrated players involved. The TRAI must intervene and should announce realistic RIO Price, based on historical deals. Without prejudice to our stand that since discount / incentive based schemes offered by Broadcasters are prone to misuse by Broadcasters vis-a-vis various DPOs we state that if they are to be kept in vogue Broadcasters should be mandated to accord



same treatment to all DPOs which would ensure that there is no scope for any kind of discrimination or prejudice to rights of one particular DPO.

On the cost of repetition, we would once again like to state that the objective to achieve fair, simplified and rationalize tariff for the channels can be achieved only if the discounting regime is done away with.

We would like to reiterate that the proposal as advocated by the Broadcasters pertaining to the discounts in their response to the Consultation Paper, has earlier been rejected by the Hon'ble TDSAT in its landmark judgment dated 7th December 2015 and the TDSAT's judgment is upheld by Hon'ble Supreme Court in the appeal filed by the Broadcasters. This is also true in respect of fresh RIO's filed by the Broadcasters recently.

As such if the channel RIO rates are re-regularized by taking into consideration the historical deals between the Broadcasters and DPOs, then the question for formulation of discount does not arise at all. Even today, although the Broadcasters have filed their fresh RIOs with the incentives, discounts, etc, the fact remains that the RIO rates have not changed and are the same as they were in the past. In fact, RIO rates in respect of certain channels such as Maa channels have gone up drastically.

In view of the aforesaid, following are the suggestions:

- Incentives proposed by Broadcasters in their fresh RIOs are anti-competitive and in violation of Competition Act, 2002.
- Since RIO would be start pointing of negotiation, there arises no question of any discount.
- No incentive / discount should be permitted basis the placement of Channel in preferred Logical Channel Number ('LCN'), penetration, packaging, etc. One LCN cannot be allocated to 2 Broadcasters.

- Packaging based incentives / discounts should not be permitted as the same would be violating existing regulations.
- No volume based incentive / discount should be permitted.
- Only Single Agreement should be permitted. No Side Letter to be allowed.
- No incentive / discounting mechanisms should be permitted which are specially designed to provide benefit to specific / vertically integrated DPO's.

### **Packaging Restrictions**

The Broadcasters impose stringent packaging restrictions on DPOs which prevents the DPOs' from catering to the demands from their subscribers which are based on geographical / local needs. As the Authority is aware the DPOs have limited bandwidth, which acts as a constraint on their part from having many channels on their platform. It can be observed that there are many geographical areas in the country where local channels are demanded by subscribers but due to pressures from Broadcasters DPOs have to load all of their channels in their base packs irrespective of whether the channels are in demand or not, resulting in the inability of the DPOs to add some important regional channels into their base pack. Furthermore, there are express restrictions put forth on the DPO's by the Broadcaster, which prohibit DPOs to make any changes in the packaging in spite of the freedom of packaging provided to the DPO's in the applicable regulations. In order to ensure that all kinds of channels in demand by the customers are put on platform of DPOs it is necessary for the Authority to curb the force full offering of channels in any given bouquet by the Broadcasters.

As stated above, incentive based packaging should be stopped and the Authority must ensure that the DPOs are given flexibility and freedom to package their

offerings to the end customer. We are of the view that if the Authority intervenes and puts restrictions on the Broadcasters for not compelling the DPOs from putting their all channels into base pack, will be in the paramount interest of the customers. In this manner, the Broadcasters force the end consumers to subscribe and pay for all the channels where consumers want only region specific language channels. Additionally, Broadcasters also force upon the DPOs to offer HD channels to those subscribers, who subscribe to packages / offering of all SD Channels of the Broadcaster.

From the above, the following are the observations pertaining to restrictions imposed on the DPOs by the Broadcasters:

- Broadcasters insist on detailed packaging.
- Channels to be carried as per agreed packaging only.
- No right to make **any** changes in packaging.
- Along with the channels' main feed, DPOs are also forced to carry all contributory language feeds for Channels.
- No option with the DPO to offer only region specific channels in Southern parts of India (e.g. Star Plus/Zee TV is also offered in the South entry pack).
- Channels LCN are fixed, at the behest of Broadcasters
- No change on channel LCN is permitted, during the Term of the Agreement and thereafter

- Relative positing of Channels within the genre is fixed
- No change in Relative positing of channels is permitted
- In the event any popular channel comes on-board, favorable position cannot be offered (such as within top 5 or top 3).
- Stringent Channel packaging conditions are imposed by the Broadcasters on DPOs thereby restricting the rights of the DPOs to due prominence to other relatively important channels compared to the channels of Broadcaster pressing for such preferred packaging.

We urge the Authority to examine all historical deals executed between DPOs and Broadcasters in this regard and take appropriate remedial steps. There is an urgent need to create equilibrium in the terms and conditions of any given interconnect agreement as any kind of agreement of unequal terms between the Broadcasters and DPOs directly and adversely impact the end consumer interest. From this perspective, it will be ideal for the Authority to similarly look into the lopsided and heavily tilted terms and conditions of mutual agreements.

Furthermore, all deals must be published and made available to the stakeholders on TRAI's website. The information may be password protected. We don't believe that business model for different platform is same and accordingly that they have kept recovery as per input cost.



## Unrealistic and Camouflaged RIO Rates of the Broadcasters

We request to intervene and make the RIO price at 80% discount. Choice should be left with customer for the Channels to be opted and this will protect DPOs and customer from various tactics / terminology played by large broadcaster to manipulate market dynamics and anti competitive practices.

The cumulative RIO Rate published for approx. 200 SD pay channels is Rs.1200 whereas the cumulative RIO Rate published for approx. 50 HD pay channels is Rs.2000. However, in reality, the SD channels are cumulatively discounted in excess of 93% whereas the HD channels are cumulatively discounted in excess of 95% and offered in the range of Rs.60-70 to the DPO's

It is very apparent from the existing negotiated deals, that the effective RIO Rate of each SD channel from Broadcasters to DPO's is in the range of Rs.0.70/- to Rs. 0.95/- and that of HD channel is in the range of Rs.2 to Rs.2.50/-. In this regard, please find below a tabular chart ( **as Table C**) showing the difference in actual average cost per channel in bouquet and current actual negotiated average deal value per subscriber vis-a-vis the Broadcaster Published RIO.

Table C

STANDARD DEFINITION CHANNELS					
Broadcaster	No. of SD Channels	Current published RIO Rate	Current Actual Negotiated Avg. Deal Value per Subscriber	Current Actual Avg. Cost per Channel in bouquet	Proposed A-la-carte channel RIO Rate
		(INR)	(INR)	(INR)	(INR)
Star Network	24	132	20 – 23	0.95	0.95
Star Sports	4	58	9 – 10	2.50	2.50
Zee Network	35	163	23 – 26	0.75	0.75
Ten Sports	3	36	3 – 4	1.30	1.30
Sony Network	12	89	10 – 15	1.00	1.00
IndiaCast Network	33	145	10 – 15	0.40	0.40
SunTV Network	29	190	40 – 44	1.50	1.50
Others	63	324	10 – 12	0.20	0.20
<b>Total</b>	<b>203</b>	<b>1137</b>	<b>80 – 85</b>		

We are of the view that for effectively implementing non-discrimination on ground the above ways suggested by us would go a long way in achieving the objectives of the Authority under this consultation paper.

**2.5 Whether the principles of non-exclusivity, must-provide, and must-carry are necessary for orderly growth of the sector? What else needs to be done to ensure that subscribers get their choice of channels at competitive prices?**



“Must Provide” condition cannot be dispensed with as content is monopolistic in nature. Industry has expanded only because of must provide protection to distribution platform. Infact, any content offered by the Broadcasters to any of the Mobile TV platforms must also fall within the ambit of “must provide” clause and if any discount is offered to one particular Mobile TV service provider, the same should be applicable to others as well. Further, Authorities are requested to ensure that the Broadcasters do not become distribution platforms in Mobile TV by floating 100% subsidiaries in Mobile TV and dominant market position.

All agreements are non-exclusive which is already defined in the law. Must Provide is also defined in the law. Must Provide should remain as DPOs have invested heavily for distribution of channels. Must carry depends on availability of bandwidth and popularity of the channels, as in India there are 850 channels available whereas the effective bandwidth available with any digital addressable system is only to carry maximum of 400 to 500 channels, a proper mix of SD, HD and 4K channels whereas in analogue the same bandwidth gets restricted to not more than 100 channels because of the technology constraint.

As correctly observed by the Authority, the bandwidth is limited for DPOs such as DTH and HITS hence, it is apt that must carry provision should not be implemented. As the authority is aware, that in a given transponder maximum of approx. 45 number of standard definition channels can be carried and in case of HD and 4K Channel this capacity substantially reduces the ability of carry the number of channels to approx 5 and approx. 1 respectively. We are of the opinion, that till such time the transponders capacity constraints are not addressed, the implementation of Must Carry provisions should not be made applicable and the idea of the same should be kept in abeyance.

Without prejudice to our contentions that must carry provision should not be introduced and should not be made applicable to DTH we sincerely feel that if Must Carry provision may be considered strictly in the context of availability of bandwidth especially in case of DTH Operators, as the cost of bandwidth is on higher side.

**Measures to be adopted to ensure that subscribers get their choice of channels at competitive prices**

The Authority has always and rightly considered the consumer interest as paramount. We entirely agree with that. However, due to various packaging related restrictions along with other related factors, DPOs find it hard to cater to all kinds of linguistic, regional, local demands of channels from customers. The root cause of this inability of DPOs to satisfy the channel needs of customers emanates from stringent packaging terms imposed by the Broadcasters on DPOs. We urge the Authority to take note of this and take some remedial steps to ensure that the DPOs are given liberty to offer channels more freely and in accordance with then choices of the customers at competitive prices.

If DPOs have to implement the current RIO prices declared by the Broadcaster and if the customers opt for even 50% of star, zee, sony, colors, etc then the end subscriber will end up paying Rs.100/- for each of these group of channels of the Broadcasters and that too standard definition only. The moment a subscriber wishes to avail High Definition Channels then he will have to pay another additional Rs. 100/- for the HD feed carrying same content. Hence, Subscribers will be forced to pay huge subscription cost which will be unviable and unfriendly to the subscribers. We suggest the authority to take a sacrosanct decision on RIO Price as per Historical Price for the major DPOs. In the current RIO broadcaster have offered more than 80% discount which should be considered by the

Authority and realistic price should be decided and imposed on the Broadcaster by the Authority.

The choice of subscribing the channels should be left with customer and DPO can play major role in indentifying the reason and language he speaks and choose the channels from various broadcaster and make affordable packaging for the customers.

**RIO Rates needs to be re-regulated basis realistic and historical deals:**

First and foremost, the RIO Rates need to be re-regulated based on the realistic and historical actual deals, the same would immensely benefit the end-consumers as we would be able to pass down the price on realistic basis to the end consumer without any compulsions such as forced packaging, LCN and penetration, etc which are forced upon DPOs against the discount provided by the Broadcasters to DPOs.

**DPOs' Should Not be forced to take entire Bouquet:**

Furthermore, DPO's are forced to take the entire bouquet offered by the Broadcasters, otherwise they are denied the popular channels altogether. The costs of these unwanted channels are usually passed on by the DPO's to the end-consumer. Hence to address this issue, TRAI in the Tariff order dated 4<sup>th</sup> October, 2007 mandated the Broadcasters to provide their channels on A-la-carte basis to the DPO's as per their requests. But in reality it is not being followed by broadcasters.

Broadcasters offer their bouquets with primary condition that the entire bouquet should be offered to the consumers by all the platforms. Broadcasters force DPO's to carry the bouquet in 99% of cases. Hence the Broadcasters do not want to give

any choice to the DPOs to make a-la-carte options to the end-consumers as they want to promote their respective bouquets. This condition should be done away with.

### **HD Channels Needs To Be Regulated:**

It is high time that the RIO Rate of the HD Channels are regulated, as such there is no difference in content in the SD & HD channels in 99.5% cases, the programs are being simulcast/ shuffle cast in the corresponding HD channel. ***No different rates for corresponding SD or HD channels, so that the consumers do not need to pay double for watching the same content.*** Currently subscribers are forced to subscribe the SD channel first in order to view the corresponding HD channel.

***We strongly feel that HD price should be kept as same as standard Definition, and the choice should be left to customer to decide whether to watch content on HD or SD.***

### **Need of Realistic Price Band for Standard Definition Channels**

All the commercially negotiated deals cumulatively fall into the range of INR 70-85 per subscriber for approx. 200 Standard Definition channels for DTH and for Digital Cable operator it falls below INR 25 net of carriage as per their published annual report of the listed MSO's.

### **Need of Price Band for High Definition Channels**

As High Definition channels have forbearance, Broadcasters have priced them completely unreasonably. As such, there is no difference in content in the SD & HD channels in 99.5% cases, the programs are being simulcast/ shuffle cast in the corresponding HD channel. No different rates for corresponding SD or HD



channels, so that the consumers do not need to pay double for watching the same content. Currently subscribers are forced to subscribe the SD channel first in order to view the corresponding HD channel.

We strongly feel that HD price should be kept as same as standard Definition, and the choice should be left to customer to decide whether to watch content on HD or SD.

### **Carriage Fee Protection to DPOs**

Carriage Fee protection should be ensured for the DPOs. The DPO need carriage fee as they have invested heavily to create infrastructure for distributing the Channels and it is through DPO Infrastructure only that Broadcasters are able to reach the customers and generate Advertisement and Subscription revenue. Thus, in order to recover the Infrastructure Cost, distribution platform should be allowed to fix carriage fee for retransmission of channels.

However, carriage fee paid by the broadcaster has to be uniform, fair, transparent and non-discriminatory manner.

As correctly observed by the Authority it would not be possible for broadcasters to reach out to its potential subscribers in the absence of distribution platforms, who have heavily invested in creating such huge infrastructure network.

**2.6 Should the RIO contain all the terms and conditions including rates and discounts, if any, offered by provider, for each and every alternative? If, no then how to ensure non-discrimination and level playing field? Kindly provide details and justify.**

Yes.

RIO should contain all the rates and discounts if any offered for each and every alternative.

The response to this question is without prejudice to what we have stated in the preceding answer to question No. 2.3 and 2.4 above.

In this regard, we would like to lay emphasis on the landmark judgment passed by Hon'ble TDSAT in NSTPL matter wherein it is observed by the Hon'ble TDSAT that Broadcasters keep RIO as a reserved rate to deliberately deny signals to DPOs. We hereby reproduce the extract of the TDSAT judgment in verbatim:

*“Furthermore, the amicus summed up by stating that the a-la-carte basis for the interconnect agreement is normally kept reserved by the broadcaster for the distributor with whom, for some reason it does not wish to enter into any commercial relationship but cannot outright deny the request for signals in view of the must provide mandate of the Regulations.”*

If the discounts are not declared by the Broadcasters, then the existing RIOs would be nothing but a pressure tactic from the Broadcasters to perpetuate forced packaging, preferred LCN, specific penetration percentage, etc. In the current scenario none of the DPOs whether in analogue or addressable system can run a business on current RIO basis and if discounts are not be based on packaging, LCN, penetration, etc then only the Authority can ensure that non-discrimination and level playing field can be achieved.

To opt for HD channels under Current RIO is next to impossible to subscribe by any subscriber only because the pricing of HD channels are under forbearance thus it is very important for the authority to bring the pricing of HD channels under regulatory regime and to declare the realistic regulated price for the HD channels.



Furthermore, it needs to be ensured that discounts, in any form if provided by the Broadcaster on the proposed RIO rates, it should not in any case circumvent the proposed regulations/ tariff orders by discriminately passing such discount in any form and any name to favored set of DPO. It also needs to be ensured that no direct or indirect monetary advantage in any direct / indirect form or in any manner could be surreptitiously passed to select DPOs and particularly to vertically integrated Distribution Platform.

**2.7 Should RIO be the only basis for signing of agreement? If no, then how to make agreements comparable and ensure non-discrimination?**

As the Authority is aware, historically RIOs have been unrealistic, unreasonable, lopsided and they really did not carry any value to enable the stakeholders to begin business relationship in the Broadcasting sector. It is therefore, necessary for us to appreciate the endeavour of the Authority towards crystallizing the RIOs in real sense of the term and bring them to a realistic level. We highly appreciate the efforts of the Authority to deeply look into every nook and corner of a given RIO and ensure that RIOs act as a first tool for the stakeholders to commence business. To add to these efforts of the Authority, the Hon'ble TDSAT has also cemented the same thought as the Authority and directed that the RIOs should be starting point of any negotiation between the stakeholders.

As the Authority is aware, the latest RIOs filed by various Broadcasters are equally, if not more, unrealistic, unreasonable, lopsided and un-implementable amongst stakeholders. These fresh RIOs intend to defeat the very objective of the Authority to crystallize RIOs to a realistic level and achieve parity amongst stakeholders. Once RIOs encompass all relevant factors including pricing, discounts, etc then it can be made the only basis for signing of the agreement and not otherwise. Unless

and until RIOs come to a realistic level and the broadcaster is made to publish all agreements in transparent manner on their respective websites, the RIO cannot be made basis for signing the agreement. To illustrate as to how the present RIO rates of the Broadcasters are unrealistic, unreasonable and unviable, we request the Authority to refer to **Table A** and **Table B** mentioned in our answer to question No. 2.1 of this Consultation Paper.

In our view, it is expedient to note that since DTH platform is amongst the most heavily taxed DPOs and since no other DPO requires as huge capital investment as DTH platform, a different set of parameters should be applied by Broadcasters in ensuring that discount / incentives proportion, to ensure that DTH platform is not given same treatment as that of the other DPOs.

The Authority should intervene to ensure that the discounts provided by the Broadcasters are not based on packaging, penetration and LCN and only then non-discrimination amongst the stakeholders can be ensured.

To summarize:

- ✓ RIOs should be crystallized in such a manner which will ensure parity, equity, equality, reasonableness, equilibrium, fairness amongst the stakeholders.
- ✓ RIOs should be consumer centric.
- ✓ There should be 100% transparency between commercial deals of Broadcasters and all DPOs and particularly to vertically integrated Distribution Platform.



- ✓ No Direct / Indirect discounts / incentives in any manner to be passed on surreptitiously to select DPOs and particularly to vertically integrated Distribution Platform.
- ✓ Mandate on Broadcasters to disclose any and all such discounts offered to DPOs and particularly to vertically integrated Distribution Platform.
- ✓ No side letter / separate arrangement permitted for providing discounts.
- ✓ No discount should be permitted basis the placement of Channel in preferred Logical Channel Number (LCN). One LCN cannot be allocated to 2 Broadcasters.
- ✓ Packaging based discount should not be permitted as the same would be violating existing regulations.
- ✓ No volume based discount should be permitted.
- ✓ Only Single Agreement should be permitted. No Side Letter to be allowed.
- ✓ No Direct or Indirect Monetary advantage or in any other form to be provided to the Broadcasters.

**2.8 Whether SIA is required to be published by provider so that in cases where service providers are unable to decide on mutually agreed terms, a SIA may be signed?**

Yes we agree with the Authority.

SIA would be a good option in case where the service providers are unable to decide on mutually agreed terms.



To support our viewpoint, we would like to draw the attention of the Authority towards the Model Interconnection Agreement ('MIA') & Standard Interconnect Agreement ('SIA') as being prescribed by the Authority vide "The Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) (Seventh Amendment) Regulations, 2016 (3 of 2016) dated 15th March, 2016" as issued by the Authority. The said regulations are effective from 16th March, 2016 and in pursuance to the same, an MSO has to either sign the MIA or SIA with a LCO going forward. The framework prescribed under the said regulations envisages that an MSO and LCO may enter into the Agreement on lines of the MIA or by signing the Agreement strictly in terms of the ('SIA').

The flexibility has been provided to the parties entering into the Agreement on the lines of MIA which is limited to Clauses 10, 11 and 12 of the MIA through mutual arrangement without altering or deleting any other clause of MIA. They also have a freedom to add additional clauses through mutual agreement to the MIA for stipulating any additional conditions. However, it has been mandated that the parties shall ensure that no such additions have the effect of diluting any of the conditions laid down in the MIA. Further, if the parties decide to enter into the Agreement on the terms of SIA, no addition, alteration and deletion of the clauses provided therein is allowed.

A similar SIA and MIA can be formulated between DTH operators and Broadcasters, which help thrash out unwarranted clauses imposed by the Broadcasters through their RIOs.

In case, a RIO is settled in all respects by the Authority, then major chunk of issues and conflicts which keep on forming part of various litigations between the stakeholders, will be taken care of. However, the concepts of SIA and MIA in case

of failure of stakeholders to agree either on mutual terms are good enough to go ahead, if both SIA and MIA are made capable of addressing the issue of fairness for all.

- 2.9 Should a format be prescribed for applications seeking signals of TV channels and seeking access to platform for re-transmission of TV channels along with list of documents required to be enclosed prior to signing of SIA be prescribed? If yes, what are the minimum fields required for such application formats in each case? What could be the list of documents in each case?**

If DPO is seeking signal for the channel, then the only permission required to be in place should be the license to operate the business. The license agreement being a document capturing a fiduciary relationship between the Government of India and the DPOs, rather than providing a copy of the license agreement, a one-time declaration from the DPO confirming the validity of the license is sufficient.

- 2.10 Should 'must carry' provision be made applicable for DTH, IPTV and HITS platforms also?**

- 2.11 If yes, should there be a provision to discontinue a channel by DPO if the subscription falls below certain percentage of overall subscription of that DPO. What should be the percentage?**

- 2.12 Should there be reasonable restrictions on 'must carry' provision for DTH and HITS platforms in view of limited satellite bandwidth? If yes, whether it should be similar to that provided in existing regulations for DAS or different. If different, then kindly provide the details along with justification.**

According to us 'must carry' provision cannot be made applicable to DTH, IPTV and HITS platform because of the capacity constraints of these platforms. We would like to reiterate that carriage of the channels depends upon the availability of bandwidth and popularity of the channels, as in India there are 850 channels available whereas the effective bandwidth capacity with any digital addressable system scarce and is only to carry maximum of 400 to 500 channels, a proper mix of SD, HD and 4K channels whereas in analogue the same bandwidth gets restricted to not more than 100 channels because of the technology constraint.

We are of the opinion that the DPOs should be given the liberty to discontinue a channel if according to the DPO the popularity of such channel has dipped as per any applicable scientific measure or otherwise.

In view of the above, questions 2.11 and 2.12 are redundant.

**2.13 In order to provide more transparency to the framework, should there be a mandate that all commercial dealings should be reflected in an interconnection agreement prohibiting separate agreements on key commercial dealing viz. subscription, carriage, placement, marketing and all its cognate expressions?**

Since, the sum and substance of our response to the present question already stands recorded in our response to question 2.2 above, we reiterate what is stated therein for the purpose of our response to this question.

### Issue 3:- EXAMINATION OF RIO

#### **3.1 How can it be ensured that published RIO by the providers fully complies with the regulatory framework applicable at that time? What deterrents do you suggest to reduce non compliance?**

According to us, as suggested in our response to question no. 2.1, if the Authority creates an independent cell within itself who would be entirely dedicated to examination and approval of the RIOs filed by the respective Broadcasters to ensure that they are in compliance with all applicable regulations, principles of equity and natural justice, then regulatory framework would become ideal. This creation of an independent cell would certainly ensure that parity and equilibrium of interests is created amongst stakeholders.

Since historically all efforts to ensure and create a level playing field amongst stakeholders has miserably failed despite the pro-activeness on the part of the Authority, it has become expedient today to have such independent cell to monitor the correctness of RIOs from time to time after they are first examined and approved.

As stated in our response to question no. 2.4, we would like to state that if the RIOs are asked to be filed with the Authority by the Broadcaster for their approval it would act as a measure to ensure that the RIO is in sync with the applicable regulatory regime and would also ensure fair deals amongst stakeholders.

The published RIO should be strictly issued in accordance with the parameters set forth by Hon'ble TDSAT in its landmark judgment dated 7<sup>th</sup> December 2016 (NSTPL Judgment). No discounts should be permitted or based on penetration, favourable

LCN placement, packaging, etc and a realistic RIO rate should be ascertained by Authority.

We would like to state that the RIO rate and the applicable terms should be finalized and uploaded on respective Broadcaster's website only after the confirmation by the Authority and in case of any non-compliance by the Broadcasters, there needs to be a provision for heavy penalty on the Broadcasters. We understand that the Authority is separately on a consultation paper on realistic RIO price which we hope the Authority will come out with very soon. This will certainly be an historical exercise on the part of the Authority giving stability to the interests of not only the stakeholders but the paramount interest of the end customer.

**3.2 Should the regulatory framework prescribe a time period during which any stakeholders may be permitted to raise objections on the terms and conditions of the draft RIO published by the provider?**

**3.3 If yes, what period should be considered as appropriate for raising objections?**

We are of the opinion that it would be ideal that the Hon'ble Authority taking into consideration the realistic and historical deals may first check the RIO rates and applicable terms, however inspite of the same if any of the DPOs raise any objections on the RIO and if the same is justifiable and there should be not be any timeframe prescribed for raising objections and should be open for discussion. If Broadcasters file their RIOs with the Authority and the Authority approves it then possibly there might not be any issues around it. However, to ensure that RIOs are based on realistic virtues, RIOs should be made to undergo tight scrutiny at the hands of the Authority which would in turn ensure the interests of all stakeholders.

Additionally, any limitation on raising objections will create restrictions if any on the stakeholders if such stakeholders decide to challenge the RIO in Hon'ble TDSAT.

**Issue 4:- TIME LIMIT FOR PROVIDING SIGNALS OF TV CHANNELS / ACCESS TO THE PLATFORM**

- 4.1 Should the period of 60 days already prescribed to provide the signals may be further sub divided into sub-periods as discussed in consultation paper? Kindly provide your comments with details.
- 4.2 What measures need to be prescribed in the regulations to ensure that each service provider honour the time limits prescribed for signing of mutual agreement? Whether imposition of financial disincentives could be an effective deterrent? If yes, then what should be the basis and amount for such financial disincentive?
- 4.3 Should the SIA be mandated as fall back option?
- 4.4 Should onus of completing technical audit within the prescribed time limit lie with broadcaster? If no, then kindly suggest alternative ways to ensure timely completion of the audit so that interconnection does not get delayed.
- 4.5 Whether onus of fixing the responsibility for delay in individual cases may be left to an appropriate dispute resolution forum?

We are of the opinion that instead of dividing the timeframe of 60 days into sub-periods, the request for providing signals should be accepted immediately by the Broadcaster. As such activation of signals on any particular DPO can take place within a period of 7 days, to achieve this objective the Broadcaster can on receipt of request from the DPO, should immediately handover the Profession Integrated Receiver Decoder ('PIRD') to the DPOs. If the Broadcaster delays in providing signals to the DPO, an adequate and deterrent penalty can be prescribed by the

Authority, as this delay may cause loss to the DPO and the end customer if the promised date for making a particular channel available on the platform gets deferred due to such delay on the part of the Broadcaster.

While the consultation has not addressed the issue pertaining to the renewal of the existing agreement, therefore we suggest that 90 days before the expiry of interconnect agreement the service provider should be free to give notices to subscriber and change the packaging if the agreement is not getting renewed before 90 days of the expiry of the interconnect agreement. Generally, it has been observed that the Broadcaster prolongs the renewal of the agreement till the last date and the DPO is not able to change the packaging in order to protect its commercial interest otherwise the DPOs would be forced to pay for the packaging mentioned in the RIO by which he is bound to loose lot of money.

We would like to state that consumer should not be made a scapegoat for defaults on part of either the Broadcaster or a service provider. Consequently, we state that the Broadcasters who provides signals should be made accountable for taking up the responsibility of completing the execution of interconnect agreements on time with the DPOs and also ensuring that under no circumstances signals are disconnected.



## **Issue 5:- REASONS FOR DENIAL OF SIGNALS / ACCESS TO THE PLATFORM**

- 5.1 What are the parameters that could be treated as the basis for denial of the signals/ platform?**
- 5.2 Should it be made mandatory for service providers to provide an exhaustive list in the RIO which will be the basis for denial of signals of TV channels / access of the platform to the seeker.**

We state that there should be no such provision for denial of signals to the platforms. It needs to be appreciated that the DPO's invest heavily in creating their respective distribution platform and it takes years for them to recoup their cost. Once a DPO has a license issued by the Government of India to provide the distribution platform coupled with capacity to pay the broadcaster there should not be any ground for denial of signals to any DPO.

The proposed concept of denial of signals to any DPO is primarily and fundamentally flawed in as much as this proposed concept works against not only the DPOs but most importantly works against the end customer.

If the Authority comes up with an exhaustive list for denial of signals, then Broadcasters will find some or the other reason and use the same for denial of the signals to the DPOs. The suggested proposition of capturing list of reasons for denial of signals in the RIO is too farfetched an idea and is prone to misuse by the Broadcasters. If such a proposition is laid down then there is huge possibility that the DPOs might suffer endlessly and would always be at the mercy of the Broadcasters. The core intent of the present consultation paper would also get defeated as this kind of measure may culminate in issues, conflicts, grievances amongst stake holders which will in turn culminate in multiple litigations not only amongst stake holders but also between the DPOs and the end customer.

**Issue 6:- INTERCONNECTION MANAGEMENT SYSTEM (IMS)**

- 6.1 Should an IMS be developed and put in place for improving efficiencies and ease of doing business?**
- 6.2 If yes, should signing of interconnection agreements through IMS be made mandatory for all service providers?**
- 6.3 If yes, who should develop, operate and maintain the IMS? How that agency may be finalised and what should be the business model?**
- 6.4 What functions can be performed by IMS in your view? How would it improve the functioning of the industry?**
- 6.5 What should be the business model for the agency providing IMS services for being self supporting?**

If realistic RIO based on historical deals is put in place by the Authority, then there is no requirement for IMS or any such system to execute interconnect agreements between the stakeholders. If Realistic RIO is not in place then the disputes between the stakeholders will continue and no such IMS can solve these business issues.

We are sure the Authority will appreciate that the IMS system is from the point of view of ease of business and to help stake holders execute the interconnect agreements, however till the time a realistic RIO is crystallized by the Authority, stakeholders will not be able to use the IMS since the DPO's primary objection would be for not entering into interconnect agreements which are unrealistic.

Furthermore, execution of agreements require human intervention since the interconnection agreements are finalized basis the one to one discussion between the business teams of stakeholders. Depending on technology for execution of the agreement might not be a feasible option.



## **Issue 7:- TERRITORY OF INTERCONNECTION AGREEMENT**

- 7.1 Whether only one interconnection agreement is adequate for the complete territory of operations permitted in the registration of MSO/ IPTV operator?**
- 7.2 Should MSOs be allowed to expand the territory within the area of operations as permitted in its registration issued by MIB without any advance intimation to the broadcasters?**
- 7.3 If no, then should it be made mandatory for MSO to notify the broadcaster about the details of new territories where it wants to start distribution of signal a fresh in advance? What could be the period for such advance notification?**

The DTH and HITS continues to have PAN India license to operate their respective distribution operations, whereas the aforesaid questions relate to MSO/IPTV operator, the answers to which can be best answered by the respective MSO/LCOS/IPTV operators.

## Issue 8:- PERIOD OF AGREEMENTS

### 8.1 Whether a minimum term for an interconnection agreement be prescribed in the regulations? If so, what it should be and why?

To avoid the tardy process of renewal of the agreement immediately after the signing of the agreement, a minimum period of two years can be prescribed in the regulations, for an interconnect agreement. Any period below two years would be very short as the finalization and execution of interconnect agreements is a time consuming process which involves meeting Broadcaster officials which many a times are not available since they are busy in meetings or travelling abroad or having long weekend holidays or in conference meeting.

## Issue 9:- CONVERSION FROM FTA TO PAY CHANNELS

**9.1 Whether it should be made mandatory for all the broadcasters to provide prior notice to the DPOs before converting an FTA channel to pay channel?**

**9.2 If so, what should be the period for prior notice?**

Yes.

The minimum period required to convert a FTA channel into Pay should be one year so that the platform can make the packaging suitable without burdening the customer for the change of such FTA channel to Pay Channel. Additionally, till the time of the validity of the interconnect agreement, the DPO should not be forced to pay for the channel which is converted from FTA to Pay, as it has been experienced that immediately after the execution of the interconnect agreement certain Broadcasters convert FTA channels into Pay, provide such channel to the DPO free for a certain period of time, after which the Broadcasters start demanding license fee for such converted channel, which is unjust, unfair and against business ethics.

*There is one very important question which the Authority needs to address which is reverse of the above question wherein any Pay Channel becoming FTA then as long as it is not burdening the customer and the DPO, they can convert any pay channel into FTA as per their wish but in case the Broadcasters are charging from the DPO then proportionate discount needs to be provided from the existing mutually negotiated deals or in accordance with the RIO Rate of that particular channel, which should be applicable from the date of conversion of the channel from Pay to FTA.*

In this regard, we would like to state that we have been time and again raising our concerns with some of the Broadcasters.

As per our respective interconnect agreements with the Broadcasters we are paying a hefty License Fee for carriage of their channel on our DTH platform whereas the same channels are now being made available by some these Broadcasters on DD Free Dish on payment of hefty carriage fee to DD Free Dish. We have time and again highlighted this unjust and discriminatory practice to the applicable Broadcaster but no corrective measures are taken.

It is surprising that these channels are registered as Pay Channels with the Authority however the same are available on DD Free Dish on payment of carriage fee. Hence, effectively these channels are free to air channels. However, the Broadcasters on their website indicate that the same channels are pay. Offering of Pay Channels on free of cost to DD Free Dish and paying carriage fee to DD Free Dish and compelling us to carry the channels by paying hefty license fee are two starkly contrary and opposite approaches adopted by the Broadcasters, which is unjust, discriminatory and lopsided and needs to be corrected.

Furthermore, the Hon'ble TDSAT vide its landmark judgment dated 7th December 2015 in the matter between Noida Software Technology Park Limited and Media Pro Enterprise India (Pvt) Limited & Others, which has been upheld by Supreme Court of India, has observed that the offering of the channels to all the DPOs should be on based on fairness, reasonableness and non-discriminatory terms. We take this opportunity to state that offering the Pay Channels by Broadcasters to DD free dish and also paying them a hefty carriage fee has created a major in-equilibrium and discrimination amongst equally placed distribution platforms.

In view of the above, we are of the opinion that if a Pay Channel is converted by the Broadcaster into an FTA Channel then DPOs by regulations should be entitled to proportionate discount from the existing mutually negotiated deals or in accordance with the RIO Rate of that particular channel, which should be applicable from the date of conversion of the channel from Pay to FTA.



**Issue 10:- MINIMUM SUBSCRIBERS GUARANTEE**

**10.1 Should the number of subscribers availing a channel be the only parameter for calculation of subscription fee?**

**10.2 If no, what could be the other parameter for calculating subscription fee?**

**10.3 What kind of checks should be introduced in the regulations so that discounts and other variables cannot be used indirectly for minimum subscribers guarantee?**

We strongly believe that there should not be any minimum subscriber base parameters for calculation of subscription fee and if permitted will indirectly result in Broadcaster's giving volume based discounts to the DPOS which will result in non-level playing field to the DPOs. A minimum subscription guarantee will definitely act as an entry barrier. The parameters such as penetration, favoured LCN, etc which are imposed by the Broadcasters in exchange of a RIO at a discounted rate, are nothing but a manner in which minimum subscription guarantee is imposed on the DPOs, in spite of the fact that the existing regulatory system prohibiting any kind of minimum subscription guarantee.

We can illustrate our viewpoint by highlighting few of such terms such as penetration, volume based discount, packaging, LCN, etc included by the Broadcasters in the current RIO, which are totally against the guidelines laid down by the Authorities and Hon'ble TDSAT. Hence, the Current RIO filed by the Broadcasters should also be studied by the Authorities:

As the Authority is aware that in many cases irrespective of the actual number of subscribers to a given channel, Broadcasters and DPOs enter into a fixed fee deal

for a particular period whereas many a times the deals between the stakeholders is based on hybrid model wherein there is a fixed fee till certain number of subscribers and beyond which the subscription fee is calculated on per subscriber basis. These arrangements are ideal for the industry since these are based on realistic market scenario. However, if the concept of minimum subscriber guarantee is introduced then there would be lot of disputes between the stakeholders and as such the same is against the existing regulatory framework.

Ultimately, from end subscriber perspective it will result in forcing certain channels to the subscribers in the form of bundles which the subscribers do not wish to avail.



**Issue 11:- MINIMUM TECHNICAL SPECIFICATIONS**

- 11.1 Whether the technical specifications indicated in the existing regulations of 2012 adequate?**
- 11.2 If no, then what updates/ changes should be made in the existing technical specifications mentioned in the schedule I of the Interconnection Regulations, 2012?**
- 11.3 Should SMS and CAS also be type approved before deployment in the network? If yes, then which agency may be mandated to issue test certificates for SMS and CAS?**
- 11.4 Whether, in case of any wrong doing by CAS or SMS vendor, action for blacklisting may be initiated by specified agency against the concerned SMS or CAS vendor.**

If any CAS or SMS system is already prevalent and successful in one of the DPOs then it should not be examined with regard to the authenticity and workability of such a CAS and SMS system. For e.g., renowned CAS system like Erdeto, CISC and NAGRA. These systems are tried and tested and are working successfully across the operators and hence there is no requirement to take any approval for implementation of such robust systems.

The present CAS or SMS system being transparent in nature, there is no scope of any wrong doing. In case any discrepancy is found between the subscriber numbers reported by the system and the subscriber numbers manually reported by the operators, due to any technical snag or any other technical reason beyond



the reasonable control of DPO, then the differential amount should be billed to the DPOs.

We are of the view, that the technical specifications indicated in the existing regulations of 2012 are adequate and well equipped to take care of the standards required to make the systems robust and there is no need any change or modification to the same. As stated above, since there is no scope for any kind of manipulation to such robust systems of CAS and SMS, the last question does not survive.

## Issue 12:- TECHNICAL AUDIT OF ADDRESSABLE SYSTEMS

- 12.1 Whether the type approved CAS and SMS be exempted from the requirement of audit before provisioning of signal?
- 12.2 Whether the systems having the same make, model, and version, that have already been audited in some other network and found to be compliant with the laid down specifications, need not be audited again before providing the signal?
- 12.3 If no, then what should be the methodology to ensure that the distribution network of a DPO satisfies the minimum specified conditions for addressable systems while ensuring provisioning of signals does not get delayed?
- 12.4 Whether the technical audit methodology prescribed in the regulations needs a review? If yes, kindly suggest alternate methodology.
- 12.5 Whether a panel of auditors on behalf of all broadcasters be mandated or enabled? What could be the mechanism?
- 12.6 Should stringent actions like suspension or revocation of DPO license/ registration, blacklisting of concerned SMS and CAS vendors etc. be specified for manipulating subscription reports? Will these be effective deterrent? What could be the other measures to curb such practices?

The present CAS and SMS systems should be exempted from the requirement for audit. The present CAS and SMS systems such as such as Erdeto, CISCO, and NAGRA are international renowned systems which should be exempted from the

requirement to audit before provisioning of the signals. These systems are already been implemented by numerous DTH, Cable operators worldwide.

Instead of Broadcaster sending auditors at the office of DPOs, to study logs of the number of subscribers, every DPO can conduct a self audit through BASIL or Big Four Auditors such as KPMG, Deloitte, E& Y and PWC. The frequency of such a self audit should be once in a year preferably by end of the year. The cost of such self audit should be equally shared between the Broadcasters and DPO. In case the Broadcasters have any queries they can always write to our auditors so that their queries are addressed.

Whenever audits are conducted by the Broadcasters there are many queries raised on the systems which results in interruption of the information technology activities and which further results in delay in recharge by millions of customers. Many a times, we request the auditors to come at late nights to conduct the audit when the frequency of the recharge is low however many of the auditors do not agree to sit late and conduct the audit. Furthermore, subscription audit of the systems by individual broadcasters results in multiple reports being generated, which gives access the Broadcasters to get additional information which is completely not related to the information pertaining to subscription verification required by the Broadcasters. Since the Broadcasters have vertically integrated platforms, the additional information extracted by the Broadcasters is a business risk for a DPO. The purpose of the audit needs to be limited to the requirement to know the actual subscribers.



**Issue 13:- SUBSCRIPTION DETAILS**

**13.1 Should a common format for subscription report be specified in the regulations?  
If yes, what should be the parameters? Kindly suggest the format also.**

**13.2 What should be the method of calculation of subscription numbers for each channel/ bouquet? Should subscription numbers for the day be captured at a given time on daily basis?**

**13.3 Whether the subscription audit methodology prescribed in the regulations needs a review?**

**13.4 Whether a common auditor on behalf of all broadcasters be mandated or enabled? What could be the mechanism?**

**13.5 What could be the compensation mechanism for delay in making available subscription figures?**

**13.6 What could the penal mechanism for difference be in audited and reported subscription figures?**

**13.7 Should a neutral third party system be evolved for generating subscription reports? Who should manage such system?**

**13.8 Should the responsibility for payment of audit fee be made dependent upon the outcome of audit results?**



We agree with the Authority, there needs to be a common format for subscription report to be specified in the regulations.

Under the garb of seeking information pertaining to the number of subscribers, the Broadcasters demand for package wise subscriber details. Ideally, the only information required is the number of Total Opening Subscribers at the start of the month and the total closing subscribers at the end of the month. Hence, it would be apt if the scope of audit is limited by the Broadcasters to the extent of total opening active subscriber base at the start of the month and the total active closing subscribers at the end of the month.

The present calculation of License fee is basis Cost Per Subscriber multiplied by the monthly average subscriber level. The monthly average subscriber level is calculated as the "sum of the Opening and Closing Subscriber numbers of the concerned month divided by 2". Accordingly, even if any customer who recharges on say 25<sup>th</sup> of a month and leaves on say 11<sup>th</sup> of the immediate next month, a DPO is forced to pay for the entire month.

We are of the opinion that there should not be a common auditor appointed by the Broadcasters as this would lead to a monopolistic situation.

Furthermore, sufficient timeframe for generation of subscription reports, should be provided to the DPOs with a grace period of fifteen (15) days. However, in case due to some technical glitch / snag if the generation of subscription reports goes beyond the grace period of fifteen (15) days, the Broadcasters may raise provisional invoice based on the number of subscribers of the immediate previous month. Once the final report is generated the differential amount can be adjusted in the final invoice.

**Issue 14:- DISCONNECTION OF SIGNALS OF TV CHANNELS**

**14.1 Whether there should be only one notice period for the notice to be given to a service provider prior to disconnection of signals?**

**14.2 If yes, what should be the notice period?**

**14.3 If not, what should be the time frame for disconnection of channels on account of different reasons?**

We are of the opinion that the present regulations pertaining to the notice to be given to a service provider prior to disconnection of signals is sufficient and takes care of the interest of the stakeholders as well as customers. When it comes to informing customers of the disconnection of the signal, such disconnection notices may be allowed through brisk mediums like SMS, BMAILs.

One of the conditions which compulsorily form part of the RIO, provides 14 business days to be given by the Broadcaster to the DPO for resolution of issues pertaining to piracy. However, we are of the opinion that 14 business days in any circumstances is a very short period of time, especially in case of court vacations, festivals, etc, and there should be a remedy period of 30 days provided for in the regulations so that stakeholders get sufficient time to arrive at resolution. After the remedy period of 30 days, an additional timeframe of 30 days should be mandated in the regulation towards termination and subsequent disconnection of signals.

In case of issues pertaining to non-payment between the stakeholders, a total notice period of 90 days should be mandated in the regulations which would consist of 45 days for remedying the issue and 45 days towards termination.

**Issue 15:- PUBLICATION OF ON SCREEN DISPLAY FOR ISSUE OF NOTICE FOR DISCONNECTION OF TV SIGNALS**

**15.1 Whether the regulation should specifically prohibit, the broadcasters and DPOs from displaying the notice of disconnection, through OSD, in full or on a partial part of the screen?**

**15.2 Whether the methodology for issuing notice for disconnection prescribed in the regulations needs a review? If yes, then should notice for disconnection to consumers be issued by distributor only?**

**15.3 Whether requirement for publication of notices for disconnection in the news papers may be dropped?**

We are of the opinion that when it comes to B2C relationship between a DPO and his subscribers, the Broadcasters should not be permitted to give disconnection notice to the subscribers through a medium of OSD, since the DPOs already communicate to its subscribers about the disconnection through public notices and scroll as a part of On Screen Display.

It would be apt if the publication of notices for disconnection in the news papers be dropped as communication of disconnection through OSD would suffice.



**Issue 16:- PROHIBITION OF DPO AS AGENT OF BROADCASTERS**

- 16.1 Whether the Regulations should specifically prohibit appointment of a MSO, directly or indirectly, as an agent of a broadcaster for distribution of signal?**
- 16.2 Whether the Regulations make it mandatory for broadcasters to report their distributor agreements, through which agents are appointed, to the Authority for necessary examination of issue of conflict of interest?**

Yes.

We are of the opinion that there is a need for Regulation to prohibit appointment of an MSO directly or indirectly as an agent of the Broadcaster for distribution of signal, as this would create conflict of interest between DPOs and the Broadcasters. It would create a situation wherein a DTH operator as an DPO would be forced to enter into a contract with an MSO acting as an agent of the Broadcaster. Many a times there are conditions such as audit, subscriber reports, etc which are mentioned in the interconnect agreements entered between Broadcasters and DTH operators and if MSOs are permitted to act as an agent of the Broadcaster and enter into an agreement with the DTH operator, then MSOs would be entitled to conduct audit of the books of account of DTH, thereby creating a uncomfortable situation for the DTH operators.

Furthermore, there is a need for a regulation wherein the Broadcasters are required to report their distribution agreements through which agents are appointed. This will not only ensure transparency in the dealing between the Broadcasters and agents but also ensure ethical implementation of business practices. We are sure that the Authority will appreciate that there would be numerous benefits of reporting such distribution agreements which include disclosure of commission agreed between Broadcaster and such an agent would be known to the Authority. These commissions are in one way or the other percolate down as cost to the DPOs, which ultimately is recovered from the end customers. Additionally, these Broadcasters may be indulging in unethical tax saving practices which can be curbed.

**Issue 17:- INTERCONNECTION BETWEEN HITS/IPTV OPERATOR AND LCO**

- 17.1 Whether the framework of MIA and SIA as applicable for cable TV services provided through DAS is made applicable for HITS/IPTV services also.**
- 17.2 If yes, what are the changes, if any, that should be incorporated in the existing framework of MIA and SIA.**
- 17.3 If no, what could be other method to ensure non discrimination and level playing field for LCOs seeking interconnection with HITS/IPTV operators?**

Since these questions relates to implementation of MIA and SIA between HITS /IPTV Operator and LCO, the same can only be answered by the respective HITS/ IPTV Operator and LCOs.

**Issue 18:- TIME PERIOD FOR PROVIDING SIGNALS OF TV CHANNELS**

**18.1 Whether the time periods prescribed for interconnection between MSO and LCO should be made applicable to interconnection between HITS/IPTV operator and LCO also? If no, then suggest alternate with justification.**

**18.2 Should the time period of 30 days for entering into interconnection agreement and 30 days for providing signals of TV channels is appropriate for HITS also? If no, what should be the maximum time period for provisioning of signal to LCOs by HITS service provider? Please provide justification for the same.**

Since these questions encapsulates the time period for entering into interconnect agreement between HITS /IPTV Operator and LCO, the same can only be answered by the respective HITS/ IPTV Operator and LCOs.

**Issue 19:- REVENUE SHARE BETWEEN HITS/IPTV OPERATOR AND LCO**

**19.1 Whether the Authority should prescribe a fall back arrangement between HITS/IPTV operator and LCO similar to the framework prescribed in DAS?**

**19.2 Is there any alternate method to decide a revenue share between MSOs/ HITS/IPTV operators and LCOs to provide them a level playing field?**

Since this question relates to the methodology for revenue sharing between HITS/IPTV Operator and LCO and hence the same can only be answered by the respective HITS/ IPTV Operator and LCOs.

**Issue 20:- NO-DUES CERIFICATES**

**20.1 Whether a service provider should provide on demand a no due certificate or details of dues within a definite time period to another service provider? If yes, then what should be the time period?**

According to us there is no requirement of No Dues Certificates to be provided by DTH Operator or for that matter for any of the DPOs as the Broadcasters would then use the same as a delay tactic for providing signals to the DPOs.

**Issue 21:- PROVIDING SIGNALS TO NEW MSOs [3.108-3.110]**

**21.1 Whether it should be made mandatory for the new MSO to provide the copy of current invoice and payment receipt as a proof of having clear outstanding amount with the last affiliated MSO?**

**21.2 Whether the broadcaster should be allowed to deny the request of new MSO on the grounds of outstanding payments of the last affiliated MSO?**

Since, this question related to providing of signals to new MSOs by the Broadcasters, the answer to which can be best answered by the respective MSO and Broadcaster.

**Issue 22:- SWAPPING OF SET TOP BOX**

**22.1 Whether, it should be made mandatory for the MSOs to demand a no-dues certificate from the LCOs in respect of their past affiliated MSOs?**

**22.2 Whether it should be made mandatory for the LCOs to provide copy of last invoice/ receipts from the last affiliated MSOs?**

Since this question is regarding no dues certificate and last invoice / receipt between LCO and MSO, the answer to which can be best answered by the respective MSO and LCO.