

Date :-07-01-2016

Nashik

To,

Shri. S K Singhal

TRAI ,Delhi

Without Prejudice

Comments / Counter comments on I C A

Sir,

Thank you for the consultations on Interconnect Agreement between Multi System Operator(M S O) and Local Cable Operator (L C O).The requests/Demands made in the meeting held on the same issue on 14-10-2015 at Mumbai and 19-11-2015 at Delhi which are recorded in the minutes of the meeting are reiterated. A copy of the proceedings is attached along with. It is reiterated as follows :-

- 1) The M S O is the supplier of the signals to the LCO except for the primary points and his role needs to be restricted to providing signals to the LCO at a pre specified point .

- 2) The LCO must have the right to terminate the agreement in case the MSO fails to provide requisite no. of Set Top Boxes as requested by the LCO. and it is desirable that the STB be made available in the open market .
- 3) The MSO shall continue to have a right of ownership of head end only and the LCO will have ownership of the Cable network except for the primary subscribers of MSO. The LCO shall have the exclusive rights to upgrade/change /replace re design any part or entire network at his cost.
- 4) For the sake of transparency the MSO shall hand over a copy of ICA entered with the broadcaster to the LCO where ever a demand is made to such effect.
- 5) The MSO shall notify the price of the content only excluding the service charges of the LCO and the same shall be reflected in the bills separately.
- 6) The price and selection of channels of packaging will be decided with prior consent of the LCO .
- 7) Rate of bouquets of channels will be exclusive of the service charges of the LCO.
- 8) Either party will have the right to get information from the other party
- 9) The SMS System will be operated by the LCO .

- 10) The MSO will generate and distribute the bills to his primary points only and the LCO shall have the right to generate the bills and issue receipts to his subscribers..
- 11) The role of MSO will be restricted to providing signals to the LCO at a pre specified point beyond which the MSO shall have no right whatsoever and in case of complaints about QoS the MSO shall not be held responsible.It will be the responsibility of the LCO to carry the signals at the subscriber end.
- 12) Payment gate away /prepaid system is not required.
- 13) The term “subscription amount” shall be replaced with the term “Revenue”
- 14) Arbitration clause shall be incorporated in the contract /Agreement.

Thanking you .

Yours

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