

Date : 15/11/2016

To,
Mr. S. K. Singhal (Advisor - B&CS) / G. S. Kesarwani (Dy. Advisor)
Telecom Regulatory Authority of India,
Mahanagar Doorsanchar Bhawan,
Jawaharlal Nehru Marg,
(Old Minto Road), New Delhi - 110002.

Dear Sir,

Subject : Response to the consultation on Draft Telecommunication (Broadcasting & Cable Services) Interconnection (Addressable System) Regulations, 2016.

Please find our response on the above subject. We would be happy to discuss some of key aspects, if desired.

Yours Faithfully,

For INDUSIND MEDIA & COMMUNICATIONS LTD.

Subhashish Mazumdar
Authorized Signatory

IMCL COMMENTS ON THE DRAFT TELECOMMUNICATION (BROADCASTING AND CABLE SERVICES) INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2016

| S. No. | Existing Draft Interconnection Regulations | Modification/Addition/Deletion proposed |
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| 1. | <p>Clause 2(mm) and (nn) read as under:</p> <p>(mm) “subscriber” means a person who receives television broadcasting services, provided by a service provider, at a place indicated by such person without further transmitting it to any other person and each set top box located at such place, for receiving the subscribed television broadcasting services from the service provider, shall constitute one subscriber.</p> <p>(nn) “subscriber base” means the number of active subscribers in the addressable system of a distributor of television channels;</p> | <p>It is proposed that the Clause 2(mm) and (nn) should be amended to the following:</p> <p>(mm) “subscriber” for the purposes of this Regulation means a person who receives television broadcasting services, provided by a service provider, at a place indicated by such person without further transmitting it to any other person and each set top box located at such place, for receiving the subscribed television broadcasting services from the service provider, shall constitute one subscriber.</p> <p>(nn) “subscriber base” for the purposes of this Regulation means the number of active subscribers in the addressable system of a distributor of television channels;</p> <p><i>Entertainment Tax departments have been consistently misreading the existing definition of subscriber under the extant Regulations and levying Entertainment Tax on the basis of each Set-Top Box irrespective of whether they are within the same customer premises. In essence, Entertainment Tax is a Tax imposed on the end consumer on availing Entertainment Services. However, the Departments relying upon the definition given under the Regulations, treat each Set-Top Box as an independent customer, whereas in cases where multiple Set-Top Boxes are installed at an individual customer’s premises, they should not be treated as such for the purposes of Entertainment Tax.</i></p> |
| 2. | <p>Clause 3(9) reads as under:</p> <p>(9) Every distributor of television channels shall, within thirty days of the commencement of these regulation, publish on its website the total channel carrying capacity of its distribution network(s) in terms of number of standard</p> | <p>It is proposed that Clause 3(9) should be amended to the following:</p> <p>(9) Every distributor of television channels shall, within sixty days of the commencement of these regulation, publish on its website <i>separately the total channel carrying capacity of its distribution network(s) in respect of each geographical area</i> in terms of number of standard definition channels, coverage area of the network(s), list of channels available on the network(s), spare capacity available on the network(s)</p> |

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| | <p>definition channels, coverage area of the network(s), list of channels available on the network(s), spare capacity available on the network(s) and the list of channel(s) in chronological order for which requests have been received from the broadcaster(s) for re-transmission and are pending.</p> | <p>and the list of channel(s) in chronological order for which requests have been received from the broadcaster(s) for re-transmission and are pending.</p> <p><i>As far as MSOs are concerned the capacity of carrying channels differs from Network to Network and area to area, depending on a variety of factors. Therefore, there should be no ambiguity at the time of declaration by the distributor of TV channels as to the separate and distinct capacity of each Network. The declaration by the distributor of TV channels for each Network should be separate.</i></p> |
| 3. | <p>Clause 3(12) reads as under:</p> <p>(12) It shall be open for a distributor of television channels to discontinue carrying of a television channel in case the monthly subscription, in the immediate preceding six consecutive months, for that particular television channel is less than five percent of the subscriber base of that distributor, in the target market specified by the broadcaster in the interconnection agreement, in that particular month.</p> | <p>It is proposed that Clause 3(12) be amended to the following:</p> <p>(12) It shall be open for a distributor of television channels to discontinue carrying of a television channel in case the monthly subscription, in the immediate <i>preceding three consecutive</i> months, for that particular television channel is less than five percent of the subscriber base of that distributor, in the target market specified by the broadcaster in the interconnection agreement, in that particular month.</p> |
| 4. | <p>Clause 3(14) reads as under:</p> <p>(14) If a distributor of television channels, before providing access to the network for retransmission of television channel(s) requested by a broadcaster, directly or indirectly, proposes or stipulates for a minimum guarantee for period or number of channel(s), as a precondition for providing access to the network, such pre-condition shall also amount to imposition of unreasonable</p> | <p><i>It is proposed that Clause 3(14) be amended to the following:</i></p> <p><i>(14) If a distributor of television channels, before providing access to the network for retransmission of television channel(s) requested by a broadcaster, directly or indirectly, proposes or stipulates for a minimum guarantee period exceeding a period of 6 months or number of channel(s), as a precondition for providing access to the network, such pre-condition shall also amount to imposition of unreasonable condition.</i></p> <p><i>In Clause 3(14) it has been proposed that a</i></p> |

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| | condition. | <p><i>distributor of TV channels can seek execution of an agreement for a minimum period of 6 months as the distributor of TV channels cannot change the channel numbering for a period of 1 year (which we have proposed to reduce to 6 months). Furthermore, in Clause 3(12) it has been stated that a channel cannot be discontinued before 6 months. Therefore, if a channel cannot be removed for such prescribed minimum period, the agreement for the same should also provide for such minimum period. Furthermore, the distributor of TV channels has to make packages (which cannot be changed for a period of 6 months) for its subscribers .</i></p> |
| 5. | <p>Clause 3(15) reads as under:</p> <p>(15) Every distributor of television channels shall, within sixty days of receipt of written request from a local cable operator, provide, on non-discriminatory basis, signals of television channels to such local cable operator or convey the reasons in writing for rejection of request if the signals are denied to such local cable operator.</p> <p>Provided that imposition of any condition by the distributor of television channels, which is unreasonable, shall be deemed to constitute a denial of request.</p> <p>Provided further that in case, it is not feasible to provide signals of television channel at a location where the signals have been requested by the local cable operator, the distributor of television channels shall inform the local cable operator within thirty days from the date of receipt of request indicating the reasons as to why it is not</p> | <p>It is proposed that Clause 3(15) be amended to the following:</p> <p>(15) Every distributor of television channels shall, within sixty days of receipt of written request from a local cable operator, provide, on non-discriminatory basis, signals of television channels to such local cable operator or convey the reasons in writing for rejection of request if the signals are denied to such local cable operator.</p> <p>Provided that imposition of any condition by the distributor of television channels, which is unreasonable, shall be deemed to constitute a denial of request.</p> <p>Provided further that in case, it is not feasible to provide signals of television channel at a location where the signals have been requested by the local cable operator, the distributor of television channels shall inform the local cable operator within thirty days from the date of receipt of request indicating the reasons as to why it is not feasible to provide the signals of television channels at such location.</p> <p><i>Provided further that no distributor of television channels shall provide signals of television channels to a local cable operator who is in default of payment of a distributor of television channels and continues to be in such default.</i></p> <p>Provided also that a local cable operator shall not be considered in default of payment to a distributor if it produces the copies of immediately preceding three consecutive months' invoices with corresponding payment receipts, as a proof of having paid its dues.</p> |

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| | <p>feasible to provide the signals of television channels at such location.</p> <p>Provided further that this sub-regulation shall not apply in case of a local cable operator who is in default of payment of a distributor of television channels and continues to be in such default.</p> <p>Provided also that a local cable operator shall not be considered in default of payment to a distributor if it produces the copies of immediately preceding three consecutive months' invoices with corresponding payment receipts, as a proof of having paid its dues.</p> | |
| 6. | <p>Clause 5(3) reads as under:</p> <p>(3) Every broadcaster shall declare a minimum twenty percent of the maximum retail price of pay television channel(s) or bouquet(s) of pay television channels, as the case may be, as the distribution fee.</p> | <p>It is proposed that Clause 5(3) be amended to the following:</p> <p>(3) Every broadcaster shall declare a minimum fifty-five percent of the maximum retail price of pay television channel(s) or bouquet(s) of pay television channels, as the case may be, as the distribution fee.</p> <p><i>It is submitted even under the CAS regime; the distribution fee had been fixed at 55%. Under The Telecommunication (Broadcasting and Cable Services) Interconnection (Second Amendment) Regulation, 2006 (9 of 2006) dated 24.08.2006 had published a Standard Technical and Commercial Interconnection Agreement which provided that 55% of the Maximum Retail Price to be retained by the Distributor of TV channels. CAS is a tried and tested methodology, which had resulted in minimization of disputes between stakeholders. Furthermore, under CAS the maximum ceiling for channel pricing was Rs. 5/-, whereas now the Broadcaster has been given much more leeway to price its channels accordingly. Also, the distributor of television channels and the local cable operators incur a</i></p> |

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| | | <p><i>significant cost in collection of monthly subscription fee and therefore, there is a need to increase their share in the distribution fee. Further, the Broadcaster has another source of revenue i.e. advertisement fees, however, as the MSOs are not given any share in the said fees, it would be highly onerous on the MSOs and the LCOs to try and make ends meet within the proposed 20% distribution fee.</i></p> |
| 7. | <p>Clause 5(4) reads as under:</p> <p>(4) A broadcaster may offer discounts to distributors of television channels, on the maximum retail price of pay television channel(s) or bouquet(s) of pay television channels, which shall not exceed fifteen percent of the respective maximum retail price.</p> <p>Provided that the sum of distribution fee declared by the broadcaster under sub-regulation (3) and discounts offered under this sub-regulation in no case shall exceed thirty-five percent of the maximum retail price of pay television channel(s) or bouquet(s) of pay television channels, as the case may be.</p> <p>Provided further that offer of discounts, if any, to distributors of television channels, shall be on the basis of fair, transparent and non-discriminatory terms.</p> <p>Provided also that the parameters of discounts shall be objective, measurable and computable.</p> | <p>It is proposed that Clause 5(4) be amended to the following:</p> <p>(4) A broadcaster may offer discounts to distributors of television channels, on the maximum retail price of pay television channel(s) or bouquet(s) of pay television channels, which shall not exceed fifteen percent of the respective maximum retail price.</p> <p>Provided that the sum of distribution fee declared by the broadcaster under sub-regulation (3) and discounts offered under this sub-regulation in no case shall exceed fifty percent of the maximum retail price of pay television channel(s) or bouquet(s) of pay television channels, as the case may be.</p> <p>Provided further that offer of discounts, if any, to distributors of television channels, shall be on the basis of fair, transparent and non-discriminatory terms.</p> <p>Provided also that the parameters of discounts shall be objective, measurable and computable.</p> |
| 8. | <p>Clause 5(6) reads as under:</p> <p>(6) Every broadcaster shall publish on its website final reference interconnection offer after taking into</p> | <p>It is proposed that Clause 5(6) be amended to the following:</p> <p>(6) Every broadcaster shall publish on its website within 30 days of receipt of objections, final reference interconnection offer after</p> |

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| | <p>consideration the objections, if any, received from the distributors, in conformance with the regulations and the tariff orders notified by the Authority and simultaneously provide, for the purpose of record, a copy of the same to the Authority.</p> | <p><i>taking into consideration the objections, if any, received from the distributors, in conformance with the regulations and the tariff orders notified by the Authority and simultaneously provide, for the purpose of record, a copy of the same to the Authority.</i></p> |
| <p>9.</p> | <p>Clause 6(2) reads as under:</p> <p>(2) Such draft reference interconnection offer for carrying television channel(s) shall contain the technical and commercial terms and conditions, including but not limited to, rate of carriage fee, subscriber base, discounts, if any, offered on the rate of carriage fee, manner of calculation of carriage fee amount, payment terms, delivery and security, anti-piracy, reports, audit, term, termination and jurisdiction. Provided that the rate of carriage fee per standard definition channel per subscriber per month declared by the distributor of television channels shall not exceed twenty paisa. Provided further that the rate of carriage fee per high definition channel per subscriber per month declared by the distributor of television channels shall not exceed forty paisa. Provided further that the carriage fee amount for television channel(s) shall decrease, as per the provisions specified in the Schedule I of these regulations, with the increase in subscription of such television channel(s). Provided also that the terms</p> | <p>It is proposed that Clause 6(2) be amended to the following:</p> <p>(2) Such draft reference interconnection offer for carrying television channel(s) shall contain the technical and commercial terms and conditions, including but not limited to, rate of carriage fee, subscriber base, discounts, if any, offered on the rate of carriage fee, manner of calculation of carriage fee amount, payment terms, delivery and security, anti-piracy, reports, audit, term, termination and jurisdiction. Provided that the rate of carriage fee per standard definition channel per subscriber per month declared by the distributor of television channels shall not exceed fifty paisa. Provided further that the rate of carriage fee per high definition channel per subscriber per month declared by the distributor of television channels shall not exceed one rupee. Provided also that the terms and conditions mentioned in the reference interconnection offer shall include all necessary and sufficient provisions, which make it a complete interconnection agreement for signing by other party, for carrying television channel(s).</p> |

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| | <p>and conditions mentioned in the reference interconnection offer shall include all necessary and sufficient provisions, which make it a complete interconnection agreement for signing by other party, for carrying television channel(s).</p> | |
| <p>10.</p> | <p>Clause 9(6) reads as under:</p> <p>(6) If a broadcaster, before providing signals of television channels, is of the opinion that the addressable systems, being used by the distributor for distribution of television channels, does not meet the requirements specified in Schedule III to these regulations, without prejudice to the time limit prescribed in sub-regulation (5) of the regulation 3, the broadcaster may cause audit of the addressable systems of the distributor by M/s. Broadcast Engineering Consultants India Limited, or any other auditor empanelled by the Authority for conducting such audit and provide a copy of the report issued by the auditor to the distributor. Provided that the findings of the auditor shall be final. Provided further that if the addressable systems of such distributor have been audited during the last one year by M/s. Broadcast Engineering Consultants India Ltd., or any other auditor empanelled by the Authority for conducting such audit and the distributor produces a report issued by the auditor as a proof of conformance to the requirements specified in Schedule III to these regulations.</p> | <p>It is proposed that Clause 9(6) be amended to the following:</p> <p>(6) If a broadcaster, before providing signals of television channels, is of the opinion that the addressable systems, being used by the distributor for distribution of television channels, does not meet the requirements specified in Schedule II to these regulations, without prejudice to the time limit prescribed in sub-regulation (5) of the regulation 3, the broadcaster may cause audit of the addressable systems of the distributor by M/s. Broadcast Engineering Consultants India Limited, or any other auditor empanelled by the Authority for conducting such audit and provide a copy of the report issued by the auditor to the distributor. Provided that the findings of the auditor shall be final. Provided further that if the addressable systems of such distributor have been audited during the last two years by M/s. Broadcast Engineering Consultants India Ltd., or any other auditor empanelled by the Authority for conducting such audit and the distributor produces a report issued by the auditor as a proof of conformance to the requirements specified in Schedule III to these regulations.</p> |

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| 11. | <p>Clause 9(7) reads as under:</p> <p>(7) Every broadcaster of pay television channel(s), within thirty days of receipt of written request from a distributor of television channels, shall enter into a written interconnection agreement with the distributor of television channels for providing signals of its pay television channel(s) in accordance with the terms and conditions of the reference interconnection offer published by the broadcaster.</p> <p>Provided that the licence fee payable by a distributor of television channels to the broadcaster under the interconnection agreement shall be calculated on the basis of the maximum retail price, the distribution fee and the discounts offered in the reference interconnection offer.</p> <p>Provided further that the term of the interconnection agreement in no case shall be less than one year from the date of commencement of the agreement.</p> <p>Provided also that in case more than one interconnection agreement are entered with a distributor of television channels in respect of television channel(s) or bouquet(s) of pay television channels, each subsequent interconnection agreement shall contain the details of the earlier agreements in force with that distributor for such channel(s) or bouquet(s).</p> | <p>It is proposed that Clause 9(7) be amended to the following:</p> <p>(7) Every broadcaster of pay television channel(s), within thirty days of receipt of written request from a distributor of television channels, shall enter into a written interconnection agreement with the distributor of television channels for providing signals of its pay television channel(s) in accordance with the terms and conditions of the reference interconnection offer published by the broadcaster.</p> <p>Provided that the licence fee payable by a distributor of television channels to the broadcaster under the interconnection agreement shall be calculated on the basis of the maximum retail price, the distribution fee and the discounts offered in the reference interconnection offer.</p> <p>Provided further that the term of the interconnection agreement in no case shall be less than two years from the date of commencement of the agreement.</p> <p>Provided also that in case more than one interconnection agreement are entered with a distributor of television channels in respect of television channel(s) or bouquet(s) of pay television channels, each subsequent interconnection agreement shall contain the details of the earlier agreements in force with that distributor for such channel(s) or bouquet(s).</p> <p>Explanation: For the removal of any doubt, it is clarified that on receipt of a written request from a distributor by a broadcaster for obtaining signals of pay television channels, the written interconnection agreement, between the broadcaster and the distributor, shall be entered into within thirty days of receipt of such request. Thereafter, the broadcaster shall provide signals of its pay television channel(s), within thirty days from the date of signing of written interconnection agreement, to the distributor of television channels.</p> |
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| | <p>Explanation: For the removal of any doubt, it is clarified that on receipt of a written request from a distributor by a broadcaster for obtaining signals of pay television channels, the written interconnection agreement, between the broadcaster and the distributor, shall be entered into within thirty days of receipt of such request. Thereafter, the broadcaster shall provide signals of its pay television channel(s), within thirty days from the date of signing of written interconnection agreement, to the distributor of television channels.</p> | |
| 12. | <p>Clause 9(20) reads as under:</p> <p>(20) Every distributor of television channels shall enter into a new written interconnection agreement, for carrying television channels requested by a broadcaster, before the expiry of the existing interconnection agreement.</p> <p>Provided that the distributor of television channels shall, at least sixty days prior to the date of expiry of the existing interconnection agreement, give notice to the broadcaster to enter into new written interconnection agreement.</p> <p>Provided further that in case, the parties fail to enter into new interconnection agreement before the expiry of the existing interconnection agreement, the distributor of television channels may not carry such television channels on expiry of the existing interconnection agreement.</p> <p>Provided further that a distributor of television</p> | <p>It is proposed that Clause 9(20) be amended to the following:</p> <p>(20) Every distributor of television channels shall enter into a new written interconnection agreement, for carrying television channels requested by a broadcaster, before the expiry of the existing interconnection agreement.</p> <p>Provided that the distributor of television channels shall, at least sixty days prior to the date of expiry of the existing interconnection agreement, give notice to the broadcaster to enter into new written interconnection agreement.</p> <p>Provided further that in case, the parties fail to enter into new interconnection agreement before the expiry of the existing interconnection agreement, the distributor of television channels may not carry such television channels on expiry of the existing interconnection agreement.</p> <p>Provided further that a distributor of television channels shall not discontinue carrying a television channel if the signals of such television channel remain available for retransmission and the a-la-carte subscription for that particular television channel is more than twenty percent of the subscriber base in the target market.</p> <p>Provided also that if the distributor of television channels decides to discontinue carrying a television channel due to expiry of the existing interconnection agreement, it shall, fifteen days prior to the date of expiry of its existing interconnection agreement, inform the subscribers through scrolls on concerned channel(s) ---</p> <p>(a) the date of expiry of its existing interconnection agreement; and</p> <p>(b) regarding disconnection of signals of television channels</p> |

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| | <p>channels shall not discontinue carrying a television channel if the signals of such television channel remain available for retransmission and subscription for that particular television channel is more than twenty percent of the subscriber base in the target market.</p> <p>Provided also that if the distributor of television channels decides to discontinue carrying a television channel due to expiry of the existing interconnection agreement, it shall, fifteen days prior to the date of expiry of its existing interconnection agreement, inform the subscribers through scrolls on concerned channel(s) ---</p> <p>(a) the date of expiry of its existing interconnection agreement; and</p> <p>(b) regarding disconnection of signals of television channels from the said date in the event of its failure to enter into new interconnection agreement.</p> | <p>from the said date in the event of its failure to enter into new interconnection agreement.</p> |
| 13. | <p>Clause 14(2) reads as under:</p> <p>(2) In cases where a broadcaster is not satisfied with the audit report received under subregulation (1), after communicating the reasons of dissatisfaction in writing to the distributor, such broadcaster may, not more than once in a calendar year, audit the subscriber management system, conditional access system and other related system of the distributor of television</p> | <p>It is proposed that in Clause 14(2) a second proviso which reads as under be added and Clause 14(2) would read as under:</p> <p>(2) In cases where a broadcaster is not satisfied with the audit report received under subregulation (1), after communicating the reasons of dissatisfaction in writing to the distributor, such broadcaster may, not more than once in a calendar year, audit the subscriber management system, conditional access system and other related system of the distributor of television channels for the purpose of verifying the information contained in the subscription reports, the amounts payable by the broadcaster or the distributor, as the case may be, and compliance with the terms and conditions of the interconnection agreement. Provided that if such audit reveals that additional amounts are payable to the broadcaster, the distributor shall pay</p> |

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| | <p>channels for the purpose of verifying the information contained in the subscription reports, the amounts payable by the broadcaster or the distributor, as the case may be, and compliance with the terms and conditions of the interconnection agreement. Provided that if such audit reveals that additional amounts are payable to the broadcaster, the distributor shall pay such amounts, along with the late payment interest rate specified by the broadcaster in the interconnection agreement, within ten days and if such amount including interest due for any period exceed the amounts reported by the distributor to be due for such period by two percent or more, the distributor shall pay all of the broadcaster's costs incurred in the conduct of such audit, and take any necessary actions to avoid such errors in the future.</p> | <p>such amounts, along with the late payment interest rate specified by the broadcaster in the interconnection agreement, within ten days and if such amount including interest due for any period exceed the amounts reported by the distributor to be due for such period by two percent or more, the distributor shall pay all of the broadcaster's costs incurred in the conduct of such audit, and take any necessary actions</p> <p><i>Provided further that no additional amounts shall be payable by the distributor to the Broadcaster if there is a difference of less than or equal to 5 per cent in the subscriber base reflected in the subscriber management system with the subscriber base reflected in the conditional access system.</i></p> |
| <p>14.</p> | <p>Clause 17 reads as under:</p> <p>17. Listing of channels in electronic programme guide.-- Every distributor of television channels shall assign a number for each television channel distributed by him in such a way that the television channels of same genre, as declared by the broadcaster, are placed together consecutively and one channel shall appear at one place only. Provided that the number assigned to a television channel shall not be altered by the distributor for a period</p> | <p>It is proposed that Clause 17 be amended to the following:</p> <p>17. Listing of channels in electronic programme guide.-- Every distributor of television channels shall assign a number for each television channel distributed by him in such a way that the television channels of same genre, as declared by the broadcaster, are placed together consecutively and one channel shall appear at one place only.</p> <p><i>Provided that the number assigned to a television channel shall not be altered by the distributor for a period of at least six months from the date of such assignment, in the event of continuous availability of a television channel on the platform.</i></p> <p>Provided further that all television channels of same language within the same genre shall appear together consecutively in the electronic programme guide.</p> |

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| | <p>of at least one year from the date of such assignment. Provided further that all television channels of same language within the same genre shall appear together consecutively in the electronic programme guide.</p> | |
| <p>15.</p> | <p>Clause 19 reads as under:</p> <p>19. Appointment of compliance officer and his obligations. --- (1) Every service provider shall, within thirty days from the date of commencement of these regulations, appoint a compliance officer: Provided that nothing contained in this sub-regulation shall apply to a distributor of television channels having average subscribers base, over the immediately preceding calendar quarter, less than two lakh or such other number of subscribers which may be prescribed by the Authority through direction from time to time: Provided further that this sub-regulation shall also not apply to a free-to-air broadcaster and a local cable operator.</p> <p>(2) Every service provider which is a company shall, within ten days from the date of appointment of the compliance officer under sub-regulation (1), furnish to the Authority the name, full address, contact number and e-mail address of the compliance officer along with authenticated copy of the board's resolution authorizing the appointment of such compliance officer. Explanation: For the purpose</p> | <p>It is proposed that Clause 19 be amended to the following:</p> <p>19. Appointment of compliance officer and his obligations. - -- (1) Every service provider shall, within sixty days from the date of commencement of these regulations, appoint a compliance officer: Provided that nothing contained in this sub-regulation shall apply to a distributor of television channels having average subscribers base, over the immediately preceding calendar quarter, less than two lakh or such other number of subscribers which may be prescribed by the Authority through direction from time to time: Provided further that this sub-regulation shall also not apply to a free-to-air broadcaster and a local cable operator.</p> <p>(2) Every service provider which is a company shall, within ten days from the date of appointment of the compliance officer under sub-regulation (1), furnish to the Authority the name, full address, contact number and e-mail address of the compliance officer along with authenticated copy of the board's resolution authorizing the appointment of such compliance officer. Explanation: For the purpose of this regulation, the definition of "company" shall be the same as assigned to it in the Companies Act, 2013(18 of 2013).</p> <p>(3) Every service provider which is not a company shall, within ten days from the date of appointment of the compliance officer under sub-regulation (1), furnish to the Authority the name, full address, contact number and e-mail address of the compliance officer along with authenticated copy of the authorization letter authorizing the appointment of such compliance officer.</p> <p>(4) In the event of any change in the name of the compliance officer so appointed under subregulation (1), the same shall be reported to the Authority by the service provider within thirty days from the date of occurrence of such change along with authenticated copy of board's resolution or authorization letter, as the case may be.</p> <p>(5) In the event of any change in the address or contact number or email address of the compliance officer, the same shall be reported to the Authority by the service provider within ten days from the date of occurrence of such change.</p> <p>(6) The compliance officer shall be responsible for-</p> <p>(a) ensuring conformity with the provisions of these</p> |

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| <p>of this regulation, the definition of “company” shall be the same as assigned to it in the Companies Act, 2013(18 of 2013).</p> <p>(3) Every service provider which is not a company shall, within ten days from the date of appointment of the compliance officer under sub-regulation (1), furnish to the Authority the name, full address, contact number and e-mail address of the compliance officer along with authenticated copy of the authorization letter authorizing the appointment of such compliance officer.</p> <p>(4) In the event of any change in the name of the compliance officer so appointed under sub regulation (1), the same shall be reported to the Authority by the service provider within ten days from the date of occurrence of such change along with authenticated copy of board’s resolution or authorization letter, as the case may be.</p> <p>(5) In the event of any change in the address or contact number or email address of the compliance officer, the same shall be reported to the Authority by the service provider within ten days from the date of occurrence of such change.</p> <p>(6) The compliance officer shall be responsible for-</p> <p>(a) ensuring conformity with the provisions of these regulations applicable to the service provider.</p> <p>(b) reporting to the Authority, with respect to compliance with these regulations and other directions of the Authority issued under these</p> | <p>regulations applicable to the service provider.</p> <p>(b) reporting to the Authority, with respect to compliance with these regulations and other directions of the Authority issued under these regulations.</p> <p>(c) ensuring that proper procedures have been established and followed by the service provider that would result in the correctness, authenticity and completeness of the information, statements and reports filed by the service provider under these regulations.</p> |
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| | <p>regulations.</p> <p>(c) ensuring that proper procedures have been established and followed by the service provider that would result in the correctness, authenticity and completeness of the information, statements and reports filed by the service provider under these regulations.</p> | |
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