

June 17, 2016

Telecom Regulatory Authority of India ('TRAI')
Mahanagar Doorsanchar Bhawan,
Jawaharlal Lal Nehru Marg, New Delhi – 110002

Ref: Consultation paper on Issues related to Quality of Services in Digital Addressable Systems and Consumer Protection dated May 18, 2016 ("**Consultation Paper**").

Dear Sir,

This is with reference to the Consultation Paper issues by TRAI on the Issues related to Quality of Services in Digital Addressable Systems and Consumer Protection dated May 18, 2016.

IndiaCast welcomes this suo-moto initiative taken by TRAI for consulting all the stakeholders on various issues hampering the quality of services relating to broadcasting and distribution of TV channels. We are happy to note that the rising expectation of customers have been duly covered under the critical issues relating to quality of services and has been recognized in the Consultation Paper.

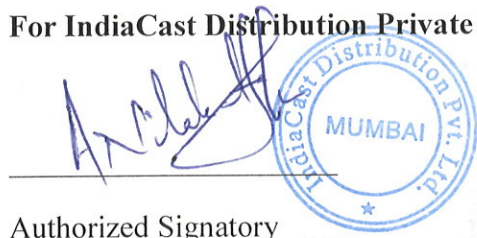
We believe that the attendant transformative opportunities/benefits and the technological development in broadcasting sector should not only be used for providing enhanced viewing experience of the customers but also to develop mechanism to reduce delinquent issues relating to quality of services and redress the customer demand.

Our responses to the Consultation Paper has been prepared considering the primary objective of TRAI to bring about a uniform QoS regulatory framework for all addressable platforms with enhanced efficiency and transparency leading to orderly growth of the broadcasting sector parallely ensuring protection of Consumer's interest.

With this we wish to humbly submit our responses to the Consultation Paper (as enclosed herewith). Kindly take the same on record.

Yours Sincerely,

For IndiaCast Distribution Private Limited



Authorized Signatory

RESPONSE ON BEHALF OF INDIACAST DISTRIBUTION PVT. LTD. TO THE CONSULTATION PAPER PROMULGATED BY TRAI ON 18.05.2016 ON ISSUES RELATED TO QUALITY OF SERVICES IN DIGITAL ADDRESSABLE SYSTEMS AND CONSUMER PROTECTION.

INTRODUCTION AND BRIEF BACKGROUND OF QUALITY OF STANDARDS

TRAI vide recommendation dated 01.10.2004 on the Issues relating to the Broadcasting and Distribution of TV Channels, had recommended that the codes for quality of service could be brought in place only after a decentralised enforcement machinery was in place, since the authority had anticipated difficulty in implementation of the regulations on the ground level owing to the large number of distributors, i.e. more than 6000 MSOs and 60000 LCOs . it was also recommended that appropriate powers may be given to some authorized officers as under Cable Television Network (Regulations) Act, 1997 to file complaints for violation of Regulations issued under TRAI Act, 1997 and therefore to amend the TRAI Act, 1997 accordingly. However, the Hon'ble Delhi High Court vide Order dated 10.03.2006 directed that Conditional Access System (CAS) be implemented within a period of four weeks. Since implementation of CAS would have required formulation and notification of standard form of contract between a cable operator and MSOs, it was thought appropriate that appropriate regulations may be notified that could take care of the issues in hand relating to the standard of quality of service being provided by the service provider.

The basic premise over which The Standard of Quality of Service (Broadcasting and Cable Services) (Cable Television- CAS Areas) Regulation, 2006 dated 23.08.2006 ("CAS QoS") was that there was total absence of the primal prescription of quality of service standards in the cable industry. A need was also felt by the authority that the interest of the consumers and their concerns relating to the services availed by them needed to be identified and protected from any kind of abuse in the form of poor quality of service by the service provider. The basic

contours like the area of operation, overlapping areas of operation by different service providers, strength of signals, quality of signals, disruption of services, procedure for connection, reconnection and other ancillary issues were identified and related provisions were brought in.

The introduction of DTH services in India required the use of Set Top Box along with the television set. The basic regulatory issue in the case of set top box is that the consumer is required to make an upfront payment to acquire the piece of equipment. If it is subsequently found that the service is not up to the desired level, there should be some mechanism by which the subscriber could exit the service. Further, the existing CAS QoS did not appropriately cover the issues in the DTH platform and therefore a well-known, measurable, verifiable and specific provisions relating to the response time for redressal of grievances was brought in by way of The Direct to Home Broadcasting Services (Standards of Quality of Service and Redressal of Grievances) Regulations, 2007 dated 31.08.2007 was introduced.

Subsequently, with the gradual increase in the expectation of the viewers, because of the emerging competition from digital transmission with/without CAS over their cable TV networks voluntarily for having transparent operation, the authority decided to ensure quality service in Non CAS areas, and empower the consumers by creating certain rights for them (for casting corresponding obligations on cable TV operators), and accordingly issued The Standard of Quality of Service (Broadcasting and Cable Services) (Cable Television- Non-CAS Areas) Regulations, 2009 dated 24.02.2009 was introduced.

However, the authority also noted from time to time that the due to the inherent limitation of the capacity constraints and non-addressability in the analog cable TV systems, posed several challenges in the sector such as limited choice, non-transparent business transactions, etc. Accordingly, the authority gave its recommendations to the Government on the implementation

of Digital Addressable Cable Systems (DAS) in the country along with a roadmap to achieve the same. Since the QoS Regulations for CAS, DTH and non CAS areas were not issued specifically keeping in view the DAS, the authority thought it fit to identify certain issues for inclusion in the regulatory regime so that effective, smooth services could be provided to the consumers even in the digital addressable areas. Accordingly, the Authority introduced The Standard of Quality of Service (Digital Addressable Cable TV Systems) regulations, 2012 dated 12.05.2012.

Similarly, the authority also brought in The Consumers Complaint Redressal (Digital Addressable Cable TV Systems) regulations, 2012 dated 14.05.2012 in order to substantiate the QoS regulatory framework in the different technologies and strengthening the mechanism for the redressal of the subscriber's grievances. Since the QoS regulations provided only for the framework for the redressal, a separate set of regulations was needed to address the complaints of the subscribers.

It is also pertinent to mention here that from time to time appropriate efforts have been made by the authority and subsequent amendments have been introduced in the regulations in order to keep at pace with the changing time and to meet up with the changing expectations of the subscriber.

The reading of the different QoS regulations, demonstrates that the identification of the varied areas of improvement and further regulations has been done by TRAI from time to time. As a historic development, QoS guides the relationship between the DPO and subscriber, and all such aspects are covered therein. QoS is also important for reporting correct numbers of subscribers who watch a particular channel. Subscriber individually being the weakest link in the list of stakeholders needs extreme protection, and as such, QoS regulations play a definite role in protecting the interest of the subscribers. Further, the QoS parameters identified from

time to time, which has been appropriately done by the authority, can be said to be the major task for addressing the concerns related to the quality of service provided to the consumer. As a part of the consumer fraternity, we can actually relate with the different issues that arise from time to time, irrespective of the platform or the service provider. It is imperative of the regulatory interventions for the protection of the consumer's grievances and his right to have access to a clean, effective and affordable services at all times.

As regards the present Consultation Paper, Our views, summarily on the basic contours for effective addressability of the issues related to QoS raised by the authority are:-

- **Regulatory mechanism and the uniformity of regulatory framework-** The existing regulatory framework needs to be continued for the time being and appropriate guidance need to be given by way of regulation to all the service providers, which will be in the best interest of the consumers. Further, in the addressable platform, not all the technology is similarly placed, like DTH is different from MSO (which aspect has already been dealt by the Hon'ble TDSAT and held to be distinct in all ways), a common regulatory regime cannot be a suitable option.
- **Subscription of services and all ancillary issues related thereto-**The regulatory framework already contain provisions relating to the procedure for connection, reconnection, shifting transfer, disconnection, disruption of services. However, the authority needs to strongly implement all these provisions so that the consumer's grievances are taken care of in the best possible manner. The authority may also consider the suggestions as given herein below for further improvement of the scope of services by the service providers.
- **Equipment related issues-** these pertain to the technical an operational portion of the quality of service paradigm. In order to effectively introduce the existing regulations, it

is required that the equipment provided to the subscriber is at all times given proper service from time to time. Other issues like transfer of equipment, surrender of equipment needs to be tackled keeping in mind all other related concerns that might arise in such situations and should not be prescribed otherwise unless there is complete study in this regard.

- **Issues related to consumer protection-** Consumer protection and the addressability of the consumer grievance is of utmost importance and should always remain the primary focus for any change in the regulatory framework, The prescriptions related to CAF and MoP need to be mandatorily and strictly implemented.
- **Issues related to QoS compliance and reporting-** The provisions relating to the QoS compliance and reporting need to be brought in place and effectively implemented in order to keep a check on any deviations from the QoS parameters. For an effective, speedy, transparent and independent redressal of the complaint by the subscribers, and also to protect the interest of the subscribers, it is pertinent to bring in an effective mechanism for the reporting purposes by the authority.

RESPONSES TO THE ISSUES RAISED BY TRAI

Issue 1: What should be broad contours for QoS Regulatory framework for digital addressable systems? Please furnish your comments with justification.

In our considered opinion, the Regulated Quality of Standard (QoS) framework should continue to guide the quality of service and quality of experience paradigm in the cable industry.

The QoS standards for the digital addressable platforms were introduced due to the inherent limitations of capacity constraints and non-addressability, in the analog cable TV systems that posed several challenges in the sector such as limited consumer choice, non transparent

business transactions etc. these provisions were introduced after the QoS Regulations for the Non CAS, CAS and DTH platforms were implemented effectively. However, since these regulations were not notified keeping in mind the digital addressable cable TV systems, another set of regulations specifically applicable to digital platforms were brought in.

In the telecommunication sector, the QoS is taken to mean the collective effect of service performance which determines the degree of satisfaction of a user of the service indicating the performance of a broadband network and of the degree to which the network conforms to the stipulated norms. QoS is the main indicator of the performance of the service being provided to the consumer and the satisfaction of the consumers is based on different parameters.

The international approach towards the practice procedure has been that a practice code is developed in consultation with the relevant authority dealing with media and telecommunication.

The broadcasting sector is a fragmented sector, with great variations in the market owing to the varied size and volume of the different stakeholders. The regulations, in different forms, have attempted to bind this fragmentation for the effective functioning of the industry.

The QoS parameters unless mandated by way of a regulation, will have minimal or no binding upon the service providers. If the DPOs are allowed to voluntarily arrive at a consensus to define their QoS parameters, without being bound by any regulation, it will ultimately lead to non implementation of the set parameters. Any set of guidelines or parameters, will become effective only if there is an enforcement mechanism behind these regulations.

Similarly, there are different sets of players in the broadcasting industry, like, broadcasters, MSOs, DTH operators and LCOs, each having their own conflicting interests. The approach suggested by TRAI for setting up an industry led body consisting of multiple stakeholders

across the value chain, which will then define the QoS regulations within the prescribed framework for DPOs, will not be effective model since there will always be conflict of interest. As on date, there are independent associations of all these stakeholders, who work towards ensuring that the rights and interests of their members are protected, hence devising an industry led body consisting of all these players will involve a task of merging these varied interests first. Further, setting up of a body by the DPOs may lead to abuse of dominant position by prominent DDPO's and would result in frequent disputes.

The regulations guiding the quality of standard framework are already in place. However, we suggest that there should be one absolute mechanism that could provide for the detailed guidelines and further see that the set guidelines are implemented effectively and ultimately there is a check on the compliance.

In addition we also recommend that:

- The DPOs must submit a Performance Monitoring Report (“PMR”) periodically as existing in the Telecom industry. Accordingly, we recommend for submission of PMR in the format prescribed by TRAI on a quarterly or half yearly basis, as it may deem fit.
- Penal provisions should be enacted for strict compliance of the QOS regulations *(including but not limited to non-submission of PMR)*.

Issue 2: Should there be a uniform regulatory framework for Quality of service and Consumer protection across all digital addressable Platforms? Please provide your comments with justification.

In our considered opinion, there should be uniform regulatory QoS framework across all digital addressable platforms. In the last few years, due to evolution of technology, new addressable TV platforms like HITS, IPTV etc. were introduced to the masses. The progress of technology also paved way for bringing about digitization with addressability in the cable TV sector. The authority should take note of the factum that different digital addressable platforms have

different technological parameters. Although the entire country is going to be digitized, yet these technological differences amongst the different digital platforms will continue to be in place, since these are the distinct traits of the platforms and the basic distinguishing factor. Further, irrespective of the technological differences amongst the DPOs, the Tariff for all Digital Addressable Systems is regulated by virtue of a common tariff order viz. The Telecommunication (Broadcasting and Cable) services (Fourth) (Addressable Systems) tariff order, 2010 (as amended till date).

Further, the Hon'ble TDSAT in *M/s Noida Software Technology Park Ltd. Vs. M/s Media Pro Enterprise India Pvt. Ltd. & Ors.* [M.A. No.166 of 2015, M.A. Nos. 223-232, 240-245, 256, 261, 266 of 2015 in Petition No. 295 (C) of 2014] and *Noida Software Technology Park Ltd. Vs. Taj Television India Pvt. Ltd. & Anr.* M.A. Nos. 167, 206 of 2015, 233-237, 246, 247, 257 of 2015 in Petition no. 526(C) of 2014] (hereinafter referred to as “**NSTPL judgment**”) has also held that difference based on technology relates to addressable systems and non addressable systems and not between different technologies among the addressable systems without going into the extreme question whether DTH can be compared with the MSO/HITS. TDSAT in its Judgment dated 19.12.2012 passed in a batch of appeals, being Appeal nos. 3(C) of 2012, 5(C) of 2012, 11(C) of 2012, 12(C) of 2012 and 15(C) of 2012 held that DTH and MSO are technologies blatantly different and distinct and hence, cannot be compared. Thus, the difference in technologies is a fact that has been recognised by the Regulation and the Tribunal. Hence, it is imperative that these technological differences are accounted for while framing the uniform regulatory QoS framework.

“For the removal of doubts, it is further clarified that the distributors of TV channels using addressable systems including DTH, IPTV and such like cannot be said to be similarly based vis-à-vis distributors of TV channels using non-addressable systems.”

From the above it is clear that the difference based on technology relates to addressable systems and non-addressable systems and not between different technologies among the addressable systems.

Any difference in distribution technology can be considered for in the technological terms and conditions stipulated in the Reference Interconnect Offer (“RIO”) but so far as commercial terms are concerned, it is difficult to see a HITS operator different from a pan-India MSO. Accordingly, the commercial terms for an interconnect arrangement has to be taken at par with a pan-India MSO and must, therefore, receive the same treatment.

In light of the foregoing, we recommend that there should be a uniform regulatory framework for Quality of Service and Consumer protection for all digital addressable platforms to be prescribed by the TRAI after considering the technological differences amongst various digital addressable platforms to bring parity (*which is the basis of all the interconnection regulations*) as well as to ensure that consumers of these platforms are on equal footing.

Issue 3: Should timelines relating to various activities to get new connection be left to the DPOs for transparent declaration to the subscribers? If so, how can the interest of the subscriber be best protected if the connection is not provided in given time frame?

Issue 4: What should be the time limits for various activities, as mentioned below, to get new connection? Please provide your comments with justification.

a) Response time for processing new service request and conveying feasibility of providing connection at the desired location.

b) Time line for completion of CAF, installation and activation of service.

In our considered opinion, the timelines relating to the various activities to get new connection be prescribed by the Authority and the DPOs must be mandated to follow the same. Further, the authority must consider prescribing a fixed timeline within the QoS Regulations itself, for different activities in order to ensure that the effective services are provided to the consumers. The existing regulations prescribe the procedure for connection, disconnection, reconnection, transfer and shifting; provision of cable services to every person subject to technical and operational feasibility; response time and time limit for providing connections, etc. the relevant clauses are extracted below for the sake of easy reference:

“3. Procedure for connection, disconnection, reconnection, transfer and shifting . – (1) Every multi-system operator or its linked local cable operator, as the case may be, offering digital addressable cable TV services, shall devise formats of application for seeking connection, disconnection, reconnection and for obtaining and returning of set top box as specified in Schedule I to these regulations.

(2) Adoption of common format as specified in Schedule I to these regulations by a multisystem operator or its linked local cable operator, as the case may be, shall be construed as compliance of the requirement under sub-regulation (1).

(3) Any person seeking connection or disconnection or reconnection or shifting of cable service connection or intending to obtain or return set top box at a place located within the area of operation of multi-system operator or its linked local cable operator, as the case may be, may submit an application in the format referred to in sub-regulation (1), in duplicate, duly signed and complete in all respect, to the multi-system operator or its linked local cable operator who shall

return the duplicate copy of the application to the applicant as an acknowledgment of receipt of application.

(4) Every applicant whose application has been accepted by the multi-system operator or its linked local cable operator, as the case may be, shall be given a unique identification number.

4. Provision of cable service to every person subject to technical and operational feasibility .-- *Every multi-system operator or its linked local cable operator shall provide the cable services to every person making request for the same, subject to technical and operational feasibility.*

5. Response time and time limit for providing connection.-- *(1) Every application from an applicant, submitted under sub-regulation (3) of regulation 3, shall be acted upon immediately by the multi-system operator or its linked local cable operator, as the case may be, and shortcoming or deficiency, if any, shall be communicated in writing to the applicant within two days of receipt of the application.*

(2) In case the multi-system operator or its linked local cable operator finds that it is possible to provide connection, reconnection, shifting of services or supply of set top box, there being no technical or operational non-feasibility of providing the cable service, the connection, reconnection, shifting of service or supply of set top box shall be done within two days of receipt of such application from the applicant.

6. Communication of technical or operational non-feasibility.— *In case it is technically or operationally non-feasible to provide connection, reconnection,*

shifting of service or supply of set top box at the location where the services are requested by the applicant, the multi-system operator or linked local cable operator, as the case may be, shall inform the applicant within two days of receipt of the application, indicating the reasons as to why it is technically or operationally not feasible to provide the service sought by the applicant and for the purposes of this regulation the technical non feasibility includes the following:-

(i) the location where the service is required is not accessible or is accessible at a cost, which the subscriber is not agreeable to bear;

(ii) the location where the service is required is accessible but it is not technically feasible to provide the quality of signals to the extent specified in sub-regulation (2) of regulation 18 of these regulations; and

(iii) the location where the service is required falls outside of the area of operation of multi-system operator or its linked local cable operator, as the case may be.”

Hence, perusal of these provisions demonstrate that certain guidelines exist that determine the procedure for connection and other related activities. However, the authority must also consider that within the same activity, there are different steps involved which need to be appropriately addressed. The process of providing a new connection would include the activity of making a request by the consumer, populating such request by filling in the request application form or Customer Application Form (CAF), providing the necessary equipments. All these activities though fall in a particular chain, are independent of each other. There needs to be a distinct timeline for each activity depending on the complexity of the activity.

In the telecommunication sector, the regulatory framework for QoS prescribes the benchmark for QoS parameters and in the event there is any deviation, the regulation prescribe for the deterrence mechanism as well. The relevant portion from the QoS Regulation on broadband service is reproduced below:-

“3. Benchmarks for Quality of Service (QoS) Parameters

The service providers shall meet the benchmarks for the Quality of Service parameters for broadband as laid down below:-

<i>Sl</i>	<i>QoS Parameters</i>	<i>Benchmarks</i>	<i>Averaged over a period</i>
<i>i.</i>	<i>Service Provisioning /Activation Time</i>	<i>100% cases in =<15 working days (subject to technical feasibility). In all cases where payment towards installation charge & security deposit is taken and the Broadband connection is not provided within 15 working days, a credit at the rate of Rs. 10/- per day, subject to a maximum of installation charge or equivalent usage allowance shall be given to the customer, at the time of issue of first bill</i>	
<i>ii.</i>	<i>Fault Repair / Restoration Time</i>	<i>By next working days:> 90% and within 3 working days : 99%</i> <i>Rebate:</i>	

		<p>(a) <i>Faults Pending for > 7 working days and 7 working days Rebate equivalent to 7 days of minimum monthly charge of equivalent usage allowance</i></p> <p>(b) <i>Faults Pending for > 7 working days and 15 working days Rebate equivalent to 15 days of minimum monthly charge of equivalent usage allowance</i></p> <p>(c) <i>Faults Pending for > 15 working days: Rebate equivalent to one month of minimum monthly charge of equivalent usage allowance</i></p>	
iii	<p>Billing Performance</p> <ul style="list-style-type: none"> • <i>Billing complaints per 100 bills issued</i> • <i>% age of Billing complaints resolved</i> • <i>Time taken for refund of deposits after closure:</i> 	<p><i><2%</i></p> <p><i><100% within 4 weeks</i></p> <p><i>100% within 60 days</i></p>	<p><i>One month</i></p>

iv	Response time to the customer for assistance	% ge of calls answered by operator (voice to voice) Within 60 seconds >60% Within 90 seconds>80%	One month
v	Bandwidth Utilization / Throughput: a) Bandwidth Utilization (i) POP to ISP Gateway Node [Intra-network] Links(s) (ii) ISP Gateway Node to IGSP / NIXI Node upstream Link(s) for international Connectivity b) Broadband Connection Speed (download)	<80% link(s)/route bandwidth utilization during peak hours (TCBH). if on any link(s)/route bandwidth utilization exceeds 90%, then network is considered to have congestion, for this additional provisioning of Bandwidth n immediate basis, but not later than one month, is mandated. Subscribed Broadband Connection Speed to be met >80% from ISP Node to User.	One month
vi	Service Availability / Uptime (for all users)	>90% quarter ending June 2007; >98% with effect from quarter ending September 2007 and onwards	One Quarter
vii	Packet Loss (for wired broadband access)	1%	One month

viii	<p>Network Latency (for wired broadband access)</p> <ul style="list-style-type: none"> • Users reference point at POP /ISP Gateway Node to International Gateway (IGSP/NIXI) <120 msec • Users reference point at ISP Gateway Node to International nearest NAP port abroad (Terrestrial) 7<350 msec • Users reference point at ISP Gateway Node to International nearest NAP port abroad (Satellite) <800 msec 		One month
ix	Customer perception of Services		One Quarter
(a)	% satisfied with the provision of service	>90%	
(b)	% satisfied with the billing performance	>90%	
(c)	% satisfied with help services	>90%	

(d)	<i>% satisfied with network performance, reliability and availability</i>	>85%	
(e)	<i>% satisfied with maintainability</i>	>85%	
(f)	<i>% satisfied with overall customer satisfaction</i>	>85%	
(g)	<i>% satisfied with Customer satisfaction with offered supplementary services such as allocation of static/fixed IP addresses, e-mail Ids etc.</i>	>85%	

Hence, the Authority may consider prescribing some deterrence based options in order to keep a check on the strict implementation of the timelines so prescribed for different activities, though financial disincentives exist in the present regulatory framework, which were introduced pursuant to the introduction of Standards of Quality of Service (Digital Addressable Cable TV Systems) (Amendment) Regulations 2015 dated 25.03.2015:-

“16A. Consequences for contravention of the provisions of regulation 15 or regulation 16.---- (1) *If any multi-system operator contravenes the provisions of sub-regulation (1) or sub-regulation (5) of regulation 15, it shall, without prejudice to the terms and conditions of its registration or the provisions of the Act or rules or regulations or orders made, or, directions issued thereunder, be*

liable to pay an amount, by way of financial disincentive, not exceeding rupees twenty per subscriber, as the Authority may, by order direct.

2) If any multi-system operator contravenes the provisions of sub-regulation (2) of regulation 16, it shall, without prejudice to the terms and conditions of its registration or the provisions of the Act or rules or regulations or orders made, or, directions issued, there under, be liable to pay an amount, by way of financial disincentive, not exceeding rupees one hundred for each contravention, as the Authority may, by order direct.

(3) No order for payment of an amount by way of financial disincentive under sub-regulation (1) or sub-regulation (2) shall be made by the Authority unless the multi system operator has been given a reasonable opportunity of representing against the contravention of the regulation observed by the Authority.”

The response time for the DPO to the new service request should be prescribed at two (2) days from the date of receipt of request by the DPO. Within the two day period, the DPO should make all efforts to respond to the requests so made by the subscriber, including mitigation of such information relating to the technical and operational feasibility. In case, there does not appear to be any technical or operational difficulty in providing the services, the DPO must provide the connection without any delay or demur.

Since CAF is a document containing all the information relating to a subscriber, it is imperative that the DPO is given sufficient time to validate all the information provided by the subscriber. The technical system of a DPO, i.e. SMS and CAS, should be fed with the information provided by the consumer. If the details are not fed in the SMS, the consumer does not become the active subscriber and does not get accounted. It is this fact that the DPOs take benefit of and do not report correct numbers to the Broadcasters. Hence, for the purposes of completion of CAF, we

feel that no more than 2 days from the date of activation of the connection at the house of the subscriber is required, and similarly within 2 days thereafter, this information should be fed in the SMS and CAS to report correct numbers of subscribers.

Issue 5: Should minimum essential information that must be included in the CAF be mandated through regulations so as to maintain basic uniformity? Give your suggestions with justification.

Issue 6: Should minimum font size be specified for CAF? If not, how can it be ensured that important information provided in CAF is given in a manner such that a consumer can read it easily?

In our considered opinion, the model suggested by the Authority is reasonable and in the best interest of the consumers.

CAF is a document that contains all the information pertaining to the consumer which is provided to the DPO whenever a request is made by the consumer for the provisioning of services. It further contains the information pertaining to the services to be availed and the cost thereof. CAF, therefore, is an agreement between the DPO and the consumer, which sets out the terms and conditions for the purpose of services being asked for by the consumer and thereafter, to be provided by the DPO.

Since the consent of the consumer is being sought, with respect to the varied activities related to the provisioning of services, through CAF, it is imperative that the consumer is adequately informed about the terms and conditions contained therein. For the said purpose, the terms and conditions should be printed on the CAF in a readable format, in such fonts, preferably of font size 12 points and in Times new Roman, that makes it easier for a normal human eye to read. It should be prescribed that the consumer signs the CAF at both the ends of the CAF to make

an informed decision. The CAF should be printed in two languages- one in English and another in the regional language.

Regulation 3 of Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012 states:

Procedure for connection, disconnection, reconnection, transfer and shifting.

(1) Every multi-system operator or its linked local cable operator, as the case may be, offering digital addressable cable TV services, shall devise formats of application for seeking connection, disconnection, re-connection and for obtaining and returning of set top box as specified in *Schedule I* to these regulations.

(2) Adoption of common format as specified in Schedule I to these regulations by a multi-system operator or its linked local cable operator, as the case may be, shall be construed as compliance of the requirement under sub-regulation (1).

Regulation 5 of the Direct to Home Broadcasting Services (Standards of Quality of Service and Redressal of Grievances) Regulations, 2007 states:

Procedure for direct to home service connection, disconnection or shifting.

(1) Any person seeking connection, disconnection or shifting of direct to home service connection may make an application in duplicate to the direct to home operator in *such format as may be specified by the direct to home operator* and such application shall be provided to such person by the direct to home operator:

(2) The format of application referred to in sub-regulation (1) shall contain among other things the following information, namely:-

- (i) name, address and telephone number of the applicant;
- (ii) details of schemes for provision of Direct to Home Customer Premises Equipment;
- (iii) details of subscription package indicating therein, among others, the number and names of all the channels and value added services, if any;
- (iv) details of documents to be furnished;
- (v) details of terms and conditions of payment.

Under a uniform regulatory framework for all the digital addressable platform, we recommend that the TRAI shall prescribe for minimum essential information that must be included in the CAF irrespective of the technological differences amongst the digital addressable platforms.

Additionally, we also recommend that the subscriber shall mandatorily submit a photo identity and address proof along with the CAF. Accordingly, one option may be to link the details of CAF with the Unique Identification Number (“UID”) as it’s easier for service providers to scan the information before inserting the same in the Subscriber Management System (“SMS”).

Though Annexure III appended to the Consultation Paper provides for the detailed guidelines and suggestions for formulating a standardized format for CAF, we suggest that the following draft Terms and Conditions may form a part of CAF:-

DRAFT TERMS AND CONDITIONS FOR CAF

Definition:

- a) *“addressable system” means an electronic device or more than one electronic devices put in an integrated system through which signals of television channels can be sent in encrypted form, which can be decoded by the device or devices at*

the premises of the subscriber within limits of the authorization made, through the Conditional Access System and Subscriber Management System on the explicit choice and request of such subscriber, by the cable operator to the subscriber.

- b) "alternative tariff package" (ATP) means a tariff package which a service provider may offer, in addition to the standard tariff package, for supply of a set box to the subscriber for receiving programmes;*
- c) "Authority" means Telecom Regulatory Authority of India established under sub-section (1) of section 3 of the Telecom Regulatory, Authority of India Act, 1997(24of1997);*
- d) "authorized officer" shall have the same meaning as given in clause (a) of section 2 of the Cable Television Networks (Regulation) Act, 1995 (7of 1995);*
- e) "Broadcaster" shall mean any entity incorporated in accordance with law which has obtained necessary permissions from the Ministry of Information and Broadcasting for down linking and/or up linking the respective channels, as the case may be.*
- f) "basic service tier" means a package of free-to-air channels offered by the cable operator to a subscriber with an option to subscribe, for a single price to the subscribers of the area in which his cable television networks is providing service;*
- g) "DAS Area" means the area notified under sub-section (1) of the section 4A of the Cable Television Networks (Regulation) Act,1995(7of 1995);*
- h) "Cable Operator" shall mean any person/ body corporate, firm or any organization etc. who, provides the Cable Services to its Subscribers through its Cable Television Network (as defined under the Cable Television Network*

Act, 1995) and /or otherwise is responsible for the management and operations of a cable television network and fulfils the prescribed eligibility criteria and conditions;

- i) “Cable Service” means the transmission by cables of programmes including retransmission by cables of any broadcast television signals;*
- j) “cable television network” means any system consisting of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;*
- k) “free to air channel” or “FTA channel” means a channel for which no fees is to be paid to the broadcaster for its retransmission through electromagnetic waves through cable or through space intended to be received by the general public either directly or indirectly;*
- l) “multi system operator”(MSO) means a cable operator who receives a programming service from a broadcaster or his authorized agencies and retransmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more cable operators, and includes authorized distribution agencies by whatever name called;*
- m) “pay channel” means a channel for which fees is to be paid to the broadcaster for its retransmission through electromagnetic waves through cable or through space intended to be received by the general public either directly or indirectly and which would require the use of an addressable system attached with the receiver set of a subscriber;*
- n) “programme” means any television broadcast and includes-*
 - i. Exhibition of films, features, dramas, advertisements and serials*

- ii. *Any audio or visual or audio-visual live programme or presentation and the expression “programming service” shall be construed accordingly;*
- o) *“service provider” means the Government as service provider and includes a licensee as well as any broadcaster, multi system operator (MSO);*
- p) *“set top box” or “STB” means a device, which is connected to, or is part of a television and which allows a subscriber to receive in unencrypted/descrambled form subscribed pay and FTA channels through an addressable system;*
- q) *“standard tariff package” (STP) means a package of tariff as may be determined by the Authority for supply of a set top box to the subscriber by a service provider for receiving programme;*
- r) *“subscriber” means a person who receives the signal of a service provider at a place indicated by him to the service provider without further transmitting it to any other person;*

Provision of service:

1. *The service shall be made available to the subscriber with effect from the date of activation of the STB and on terms and conditions contained herein and also contained in the consumer charter (a copy of which is available on the website _____ and available on demand) which the subscriber hereby unconditionally accepts and undertakes to abide.*
2. *The subscriber shall fill in the Customer Application Form (CAF) in duplicate and submit the CAF. The subscriber shall ensure that the information stated in the Customer Application Form (CAF) is and shall continue to be complete and accurate in all respects and the subscriber hereby undertakes to immediately notify the DPO of any change thereto. Photo identification and Address proof*

has also to be submitted along with the CAF, else the same will be treated as an incomplete CAF.

- 3. All incomplete Customer Application Forms shall be rejected and the deficiencies shall be informed to the subscriber.*
- 4. The Operator will respond within 2 working days of receipt of application, and inform the subscriber of the deficiencies and short comings in the CAF submitted by him.*
- 5. In case of technical or operational non feasibility at the location requested by the subscriber, the DPO will inform the subscriber the reasons for the same within 2 working days from the date of receipt of the CAF by the DPO. In the event, the STB is not installed within two working days, a rebate of Rs.15/- per day for the first five days and Rs.10/- per day thereafter will be offered to the subscriber.*
- 6. Under the Hire Purchase scheme, the ownership of the STB will be transferred upon payment of the last monthly instalment. However till such time that all the instalments are fully paid to the DPO, the DPO shall remain and continue to remain the sole and absolute owner of the STB.*
- 7. Under one time activation scheme, the DPO shall remain the sole and absolute owner of the STB.*
- 8. Under the 3 year rental scheme, the ownership of the STB will be transferred upon payment of the last monthly rental payment.*
- 9. Under the Outright Sale scheme, the STB ownership belongs to Subscriber.*
- 10. Under the Hire purchase or Rental STB plans, should a subscriber seek termination of the DPO's cable services, the DPO will arrange for a refund of the amount paid as Security Deposit after deducting a fifteen per cent*

depreciation for each year of usage, provided the STB has been returned to the DPO office in a working condition along with all accessories like remote control, AC adapter (if any) and connecting cables and has not been tampered with.

- 11. Monthly rentals for the STB will be payable to the DPO and will be a part of the regular invoice raised to the subscriber for the cable services rendered by the DPO.*
- 12. Each STB comes with a one year warranty. During the warranty period no repair and maintenance charges are payable, provided the STB has been used in normal working conditions and is not tampered with. There is no warranty applicable on the remote control.*
- 13. During the warranty period, the STB will be repaired or replaced within 24 hours of receipt of complaint. After the expiry of the warranty period, repairs to the STB would have to be paid for by the subscriber and a replacement STB may be offered, if available.*
- 14. Changes in the rates of taxes & Government duties will be informed to subscribers and passed on.*
- 15. In case of STB malfunction, The DPO will replace or repair the STB within 24 hours of receipt of complaint. Repair charges will be payable if the STB is out of warranty period.*
- 16. Refund of security deposit will be made available to the subscriber within seven days upon receipt of STB, provided the same has not been tampered with.*
- 17. STB will not be made available to a subscriber on rental scheme again if he/she has already availed of this at the same location in the past.*
- 18. The subscriber shall have the option to select packages or channels on an a la carte basis by ticking the same on the CAF. The subscriber shall select the*

payment methodology and the payment term on the same along with the STB details where the subscriber wants these channels to be activated. Upon receipt to the fully filled CAF and complete and correct in all respects, the channels selected by the subscriber shall be activated within 48 hours of its receipt.

- 19. The subscriber may opt for pre-paid or post-paid billing. If you opt for post-paid billing, the subscriber's bill will be provided to you on a monthly basis. The subscriber shall have to ensure that bills are paid in full within 15 days of the bill date.*
- 20. If the subscriber is a pre-paid subscriber then the DPO shall, only upon the subscriber's request, supply to the subscriber information relating to the itemised billing charges which shall show the actual usage of the services.*
- 21. Composition of channels in any package that the subscriber has availed of, will not be altered for a period of six months from the date of enrolment.*
- 22. The DPO shall not disconnect a subscriber without giving 15 days written notice for post paid. However this will not apply if the subscriber is found to be the cause of piracy. For prepaid subscribers Customer would be notified regarding the renewal of services through B-Mail or SMS prior to the expiry date*
- 23. The Subscriber hereby agrees to allow the authorized representatives of the DPO to enter upon the Installation Address for inspection, installation, removal, replacement and repossession of the Hardware under the Terms hereof. This clause survives the termination until the all the dues are paid and the Viewing Card ("VC") along with the STB owned by the DPO is returned to the DPO in satisfactory working condition.*
- 24. The Cable Service and the license to use the VC shall be for personal viewing of the Subscriber/s and for his family members only. No assignment of VC shall*

be valid unless the same is approved in writing by The DPO. Subscriber shall not allow public viewing or exploit the same for commercial benefit or otherwise. Breach of this clause will result in termination of Service and the subscriber shall also be liable to pay damages.

- 25. The Subscriber acknowledges that the VC has been merely licensed to the Subscriber by The DPO to avail the Channels for one TV set only and shall at all times be the exclusive property of The DPO and that he/she has been fully explained and accepts that any unauthorized relay or retransmission of the signal will constitute infringement of copyright of the content providers/owners/licensors thereof and will in addition to the termination of Service, attract civil and/or criminal liability under the law.*
- 26. The subscriber shall protect and guard the property of the cable operator placed at the premises of the subscriber where programming services have been requested for.*
- 27. The Subscriber undertakes not to use or cause to be used the VC with any other set top box or device and/or STB with any other VC or device and shall ensure the safety and security of the Hardware from unauthorized use, theft, misuse, damages, loss etc.*
- 28. The subscriber undertakes that he shall neither by himself nor allow any other person to modify, misuse or tamper with the Hardware or to add or remove any seal, brand, logo, information, etc. which affects or may affect the integrity/functionality/identity of the Hardware or otherwise remove or replace any part thereof; nor shall the DPO use before or after the STB any decoding, receiving, recording device other than one television set*

29. *The subscriber undertakes not to do or allow any act or thing to be done as a result of which the right of the MSO/Distributor/the DPO in relation to the Service and/or Hardware or of the channel providers/distributors/in relation to any Channel, may become restricted, extinguished or otherwise prejudiced thereby or they or any of them may be held or alleged to be in breach of their obligation under any agreement to which they are party or otherwise are so bound.*
30. *The subscriber undertakes not to hypothecate, transfer or create or suffer any charge, lien or any onerous liability in respect of the Hardware which is not owned by the Subscriber.*
31. *The subscriber undertakes not to relay, transmit to redistribute the signals/Service to any Person or connect to any other device for any redistribution purpose.*
32. *All the terms and conditions including the provision related to the terms of service, tariff, rebates, discount, refund shall be subject to the rule, regulation, notification, guidelines as may be specified by the Authority or as may be applicable from time to time.*

Payment Obligation:

1. *The subscriber shall ensure prompt payment of all the bills within 15 days of the bill date. All payments shall be made to the DPO.*
2. *Any payment made after 15 days will attract simple interest @15% per annum on pro rata basis for the number of days delayed.*
3. *Billing will be on a monthly basis*
4. *Billing dispute if any will be resolved within 7 days.*
5. *Refund, if any will be issued within 30 days of receipt of complaint*

6. *Customer under prepaid module need to renew their plan on or before the expiry date. Customer would be notified regarding the renewal of services through B-Mail or SMS prior to the expiry date.*

Obligations of Multi System Operator ("MSO")

1. *To have common format of application as specified in Schedule I of the Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012, for seeking connection, disconnection, and reconnection and for obtaining and returning of the Set top box, by MSO and Local Cable Operator ("LCO").*
2. *To allot a Unique Identification number to the applicant who applies for connection, disconnection, and reconnection and for obtaining and returning of the Set top box connection, disconnection, and reconnection and for obtaining and returning of the Set top box.*
3. *To intimate the subscriber about the about the technical or operational non-feasibility within 2 days from the date of receipt of the application, to provide connection, disconnection, reconnection, transfer and shifting of services or supply of Set Top box at the location where the services were requested by the applicant.*
4. *To intimate the subscriber by giving prior notice if atleast 15 days about the discontinuing or disconnection of the Cable service and reasons for disconnection.*
5. *To give prior notice of atleast 3 days to subscribers if the disruption of the signals for preventive maintenance is not likely to exceed 24 hours and in case if the disruption is likely to exceed 24 hours then the prior notice of atleast 15 days shall be given to the subscriber.*

6. *To publish Manual of Practice ("MOP") and the same shall be prepared in English Language and Hindi Language and in the language of the state in which service is provided to the subscriber.*
7. *To make MOP available at every office, customer care centre, at the sales outlets and also at any other place which the DPO may consider appropriate, and which shall be made available to the Subscriber on demand.*
8. *To provide Cable TV services on both prepaid and post paid payment options.*
9. *To provide Set top box conforming to the Indian Standard.*
10. *To provide Set top Box with the Minimum warranty of One year.*
11. *To ensure compliance with Bureau of Indian Standards.*
12. *To set up website before providing cable services through Digital Addressable System.*
13. *To establish, setup and operationalise its subscriber management system.*
14. *To establish a Complaint centre.*
15. *To ensure that the Complaint centre is accessible to the Consumers through a "Consumer Care Number".*
16. *To establish a "Web based Complaint Monitoring System".*
17. *To appoint a Nodal officer in every state in which services are being provided.*
18. *To maintain records of all complaints filed by the consumer and such records shall be kept till the expiry of 3 months from the date of resolution of a Complaint.*
19. *To maintain complete and accurate records of Redressal of Complaints by the Compliant Centre and Nodal officer.*

Suspensions/Termination of Service:

1. *The terms will commence from the date of installation of the Hardware and shall remain in full force and effect unless terminated under the Terms.*
2. *A 15 day notice period will be given if the DPO chooses to discontinue providing a channel. The notice discontinuation shall be published in the local newspaper circulating in the subscriber's locality and shall also be displayed on the TV screen as a scroll on the local cable channel.*
3. *If the subscriber chooses to relocate, the subscriber shall submit its application in advance either to the DPO. After verification of the outstanding/s, the DPO shall provide the services at the new location, provided it is technically and operationally feasible. If not, the DPO will inform the subscriber like wise and the subscriber can opt to surrender the STB and proceed to claim are fund as per the terms of the scheme under which the subscriber has availed of the STB.*
4. *If the services have been temporarily discontinued on the subscribers request, no charges other than STB rentals will be payable by the subscriber.*
5. *No suspension of services is possible if the period of suspension comprises part of a calendar month.*
6. *Suspension of services is possible for one calendar month or a multiple of calendar month, but the period cannot exceed three calendar months.*
7. *No reactivation charges are payable by the subscriber if the period of suspension is under three calendar months. Thereafter a reconnection charge of Rs.50/- plus service tax will be levied.*
8. *If the subscriber submits its disconnection notice 15 days in advance, no charges will be payable by the subscriber even if The DPO fails to disconnect the service.*

9. *Any request for addition of channel / package will by default be done from the next billing cycle, unless demanded as an immediate request. Disconnection of a channel / package is possible only on a calendar month basis or on expiry of the term of the contracted package.*
10. *Notwithstanding the aforesaid, the cable service shall be liable to be terminated or suspended at the sole option of The DPO either wholly or partly, upon occurrence of any of the following events i.e.*
 - a. *if the subscriber commits a payment default;*
 - b. *in case of breach by the subscriber;*
 - c. *if the Rental Agreement is terminated;*
 - d. *if the subscriber is declared bankrupt, or insolvency proceedings have been initiated against the subscriber;*
 - e. *in order to comply with the Cable television Networks (Regulation) Act, 1995 and/or the Rules made there under and all and any other applicable laws, notifications, directions and Regulations of any statutory or regulatory bodies;*
 - f. *if the Broadcaster / Channel Provider suspend or discontinue to transmit any Channel/s for any reason not attributable and The DPO or the agreement between the Broadcasters/ Pay Channel provider/s and The DPO is terminated or suspended.*
11. *In the event of suspension, the Subscriber will be liable to pay forthwith up to the last day of the month of suspension/termination and to return forth with the VC, in working condition (reasonable wear and tear excepted).*

12. *In the event of termination, the Subscriber will be liable to pay forthwith up to the last day of the month of termination and to turn forth with the STB and the VC, in working condition (reasonable wear and tear excepted).*
13. *The cable Service may be restored upon receipt of all the dues, advance Subscription or deposit, reconnection charges (if payable) and any other amount payable under the Terms and on such other terms and condition as may be in force. If the Service was suspended due to the Subscriber's default, the Subscriber shall also pay the amount for the disconnected period as if the Service had continued.*

Redressal of Complaints:

1. *The Consumer can login your complaint on the Toll Free No. _____. The Customer Care No. is available from 00:01 HRS hours to 00:00 HRS hours all day of the week.*
2. *Alternatively you can login a complaint online on our website.*
3. *For each complaint received by us you will be assigned a Docket No. and you can monitor the same through our “Web Based Complaint Monitoring System”.*
4. *Each complaint will be attended within 8 hours. However complaints received during night time will be attended on the next day. Ninety percent of No Signal complaints will be attended within 24 hours of receipt of such complaint.*
5. *For more details relating to the redressal of your complaints please see The DPO's Consumer Chart*
6. *Force Majeure: If at any time, during the continuance of Service, the Service is interrupted, discontinued either whole or in part, by reason of war, warlike situation, civil commotion, theft, wilful destruction, terrorist attack, sabotage,*

fire, flood, earthquake, riots, explosion, epidemic, quarantine, strikes, lockout, compliance with any acts or directions of any judicial, statutory or regulatory authority or any other Acts of God, or if any or more Channels are discontinued due to any technical or system failure at any stage or for any other reasons beyond the reasonable control of the DPO, the Subscriber will not have any claim for any loss or damages against the DPO.

- 7. Disclaimer: The DPO will make reasonable efforts to render uninterrupted Service to the Subscriber and make no representation and warranty other than those set forth in the Terms and hereby expressly disclaim all other warranties express or implied, including but not limited to any implied warranty or merchantability or fitness for particular purpose.*
- 8. Limitation of Liability: Distributors and The DPO and the employees thereof shall be not liable to the Subscriber or to any other person for all or any indirect, special, incidental or consequential damage arising out of or in connection with the provision of the Service or inability to provide the same whether or not due to suspension, interruption or termination of the Service or for any inconvenience, disappointment due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise. Provided however the maximum liability of Distributor or the DPO for any actual or alleged breach shall not exceed the subscription paid in advance for such duration of Service, for which the Subscriber had paid in advance but was deprived due to such breach.*
- 9. Indemnity: The Subscriber hereby indemnifies and hold harmless the DPO from all the loss, claims, demand, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, reasonable legal fees) or cause off or*

use and misuse of the Cable Service or for non-observance of the Terms by the Subscriber

10. *Notice: Notice at the Installation Address shall be deemed to be sufficient and binding on the Subscriber.*
11. *Jurisdiction: All disputes and differences with respect to these Terms between the Subscriber and the DPO shall be subject only to the jurisdiction of the courts at _____.*
12. *Miscellaneous: If any of the provisions of these Terms becomes or is declared illegal, invalid or unenforceable for any reason, the other provisions shall remain in full force and effect and no failure or delay to exercise any right or remedy hereunder shall be construed or operate as a waiver thereof. Terms maybe amended by the authority from time to time and shall be binding on all.*
13. *The terms and condition prescribed under the regulation issued by Authority on 14th May 2012 are applicable herewith.*
14. *Quality of Signal at your Location: The DPO endeavors to deliver the signals to your location keeping the following technical parameters in mind.*

<i>Sl.No.</i>	<i>Parameters</i>	<i>Value</i>
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Issue 7: Should use of e-CAF be facilitated, encouraged or mandated? Please provide your comments with justification.

In our considered opinion, the use of e-CAF may be made optional for the DPOs who wish to use e-CAF if they so desire and also for those subscribers who wish to provide the information in electronic format.

The access to e-CAF may not be an amenable option to the subscribers who don't have access to internet or who are not e-literate. It has been held by the Hon'ble Supreme Court in *Justice K.S.Puttaswamy (Retd) & An) Vs. Union Of India & Ors* (W.P.(C) No. 494 of 2012 ("the Aadhaar Case") vide order dated 11.08.2015 has already held that till the matter is finally decided, the Aadhaar Card will not be used for any other purpose than a social benefit schemes. The relevant portion of the Order dated 11.08.2015 is reproduced below for the sake of brevity:

“22. Having considered the matter, we are of the view that the balance of interest would be best served, till the matter is finally decided by a larger Bench if the Union of India or the UIDA proceed in the following manner:

- 1. The Union of India shall give wide publicity in the electronic and print media including radio and television networks that it is not mandatory for a citizen to obtain an Aadhaar card;*
- 2. The production of an Aadhaar card will not be condition for obtaining any benefits otherwise due to a citizen;*
- 3. The Unique Identification Number or the Aadhaar card will not be used by the Respondents for any purpose other than the PDS Scheme and in particular for the purpose of distribution of food grains, etc. and cooking fuel, such as kerosene. The Aadhaar card may also be used for the purpose of the LPG Distribution Scheme;*
- 4. The information about an individual obtained by the Unique Identification Authority of India while issuing an Aadhaar card shall not be used for any other purpose, save as above, except as may be directed by a Court for the purpose of criminal investigation”*

Hence, any suggestion that e-CAF may be integrated with Aadhaar Card is untenable in the eyes of law as of now, especially till the time Aadhaar Card is well integrated in the Indian system, and accepted.

Further, the reach of broadband and the expansion has not been very pleasant. Bandwidth is prohibitively expensive, even on wired connection. For example 2mbps connection in India costs between Rs 1500 to Rs 2000. Not only this is expensive in absolute terms but is also expensive when seen in context of the disposable income of average household in India. Further, the meaning of broadband in India as per TRAI is 512kbps, which is almost 50 times slower than what a person in the US gets. According to International Telecommunication Union, a UN body, India is among the poorest countries in terms of ICT Development Index. Here is how India compares to its Asian counterparts on this parameter. Even Cambodia and Mongolia fare better. India's performance is way below even among the developing countries. In such a dim light of growth of broadband in India, prescribing e-CAF for consumers will only add to the consumer's woes rather than improving the QoS framework.

Lastly, the approach of TRAI in the present Consultation paper is not enough and does not prescribe any model as to how the objective may be achieved.

Issue 8: Should the minimum essential information to be included in the MoP be mandated through regulations to maintain basic uniformity and to ensure that consumers get all relevant information about the services being subscribed?

Issue 9: What should be the minimum information to be included in MOP? Please provide details with justification?

Issue 10: Should it be necessary to provide a printed copy of MOP to all the customers at the time of subscription to the service? If not, how it can be ensured that all required information is available to subscribers when required?

In our considered opinion, the regulations must contain provisions in order to mandate DPOs to publish the MoP that should contain all the relevant information, including but not limited to relevant regulatory provisions pertaining to the services provided by the DPO, in order to maintain basic uniformity and to ensure that consumers get all relevant information about the services being subscribed. MoP being a bulky booklet of information, may be made available to the subscribers on demand, apart from publishing it on the DPO's website.

MoP is a practical guide for effective provisioning of service by a service provider. The publication of MoP in different sectors, is a mandatory requirement prior to the provisioning of services. In certain other sectors, it is suggestive that the service providers prescribe and publish their MoP prior to commissioning of their services. The purpose behind the publication of MoP is that the subscriber is made aware of the different kinds of services that are available with the service providers, the different beneficial schemes offered, the regulatory provisions, the procedure for availing the services, etc.

Clause 9 of the Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012 dated 14.05.2012 ("DAS QoS") provides for the publication of MoP by a DPO. Clause 9 is reproduced below for the sake of brevity:

***“9. Manual of Practice.** – (1) Every multi-system operator or its linked local cable operator, as the case may be, shall publish a Manual of Practice which shall, inter-alia, contain the following information, namely :-*

- a. *name and address of the service provider;*
 - b. *terms and conditions of service offered by the service provider;*
 - c. *customer care number, name, designation of the Nodal Officer and e-mail, contact telephone number, facsimile number and address of the Nodal Officer;*
 - d. *procedure and benchmark for redressal of complaints through complaint centre and procedure to approach Nodal Officer;*
 - e. *instruction for activation and operation of Set Top Box;*
 - f. *the details of duties and obligations of the multi-system operator or its linked local cable operator and rights and duties of the subscriber as specified in these regulations;*
- (2) *A copy of the manual of practice shall be provided by the multi-system operator or its linked local cable operator to each subscriber at the time of his subscription for service.*
- (3) *The manual shall be prepared in English language and Hindi language and in the language of the state in which the service is provided to the subscriber.*
- (4) *The manual shall be available for reference at every office of the service provider, customer care centre, at the sales outlets of the service provider and also at any other place which the service provider may consider appropriate.”*

Similarly, Regulation 21(1) of the Direct to Home Broadcasting Services (Standards of Quality of Service and Redressal of Grievances) Regulations, 2007 provides for the contents of the MOP and the same is reiterated hereunder.

“(1) Every direct to home operator shall publish a Manual of Practice containing, among other things, the following information relating to direct to home service, namely: -

(a) details of call centers and Nodal Officers;

(b) procedure and benchmarks for redressal of complaints through the call centers and through the Nodal Officers;

(c) instructions regarding operations of Direct to Home Customer Premises Equipment;

(d) rights conferred upon the direct to home subscribers under these regulations;

(e) duties and obligations of the direct to home operator.”

Regulation 21(2) of The Direct to Home Broadcasting Services (Standards of Quality of Service and Redressal of Grievances) Regulations, 2007 provides for the contents of the MOP and the same is reiterated hereunder.

“(2) A copy of the Manual shall be provided by the direct to home operator or his agent to each direct to home subscriber at the time of his subscription for direct to home service. “

In the telecom sector, the Telecom Consumers Complaint Redressal Regulations, 2012 dated 05.01.2012 provide for the publication of Citizen’s Charter. The relevant clause is reproduced below:-

“7. Citizen’s Charter ----(1) Every Service provider shall within sixty days of the coming into force of these regulations, publish a ‘Citizen’s Charter’ containing the following information:-

(a) name and address of the service provider;

(b) services offered by the service provider, including the details of geographic areas where such services are available;

(c) terms and conditions of service offered by the service provider;

(d) Quality of Service parameters specified by the Authority in respect of each of the services;

(e) Quality of Service promised by the service provider in respect of each service and geographic area;

(f) details about equipment offered to the consumer by the service provider in respect of any of the services;

(g) right of consumers under the different regulations, orders and directions issued by the Authority; and in particular those relating to Tariff, Mobile Number Portability, Telecom Commercial Communications Customer Preference Regulations, 2010 (TCCCPR) and Value Added Services (VAS);

(h) the duties and obligations of the service provider under the different regulations, orders and directions issued by the Authority; and in particular those relating to Tariff, Mobile Number Portability, TCCCPR, and VAS;

(i) General Information Number;

(j) Consumer Care Number;

(k) complaint redressal mechanism, including complaint redressal procedure and the time limits for redressal of complaints;

(l) e-mail, contact address, telephone number and facsimile number of the Appellate Authority and time limits for disposal of appeals;

(m) procedure for termination or disconnection of each service offered by the service provider; and

(n) any other information that may be specified by the Authority from time to time.

(2) The 'Citizen's Charter' shall be prepared in Hindi, English and the local language of each service area.

(3) The 'Citizen's Charter' shall be available for reference at every office of the service provider, Complaint Centre, at the sales outlets and on the website of the service provider.

4) A copy of the 'Citizen's Charter' or its abridged version containing salient features such as terms and conditions of service, the Consumer Care Number, the General Information Number, contact details of Complaint Centre and the Appellate Authority, procedure and time limit for redressal of complaints and disposal of appeals shall be provided by the service provider to each consumer at the time of subscription for service.

5) A copy of the 'Citizen's Charter' shall be filed with the Authority within sixty days from the date of commencement of these regulations: Provided that a service provider, who has been granted a licence after the commencement of

these regulations, shall file with the Authority, before commencement of service, a copy of 'Citizen's Charter'.

(6) The service provider shall file with the Authority, by 15th January of every year, a fresh copy of the 'Citizen's Charter' incorporating all changes effected."

The Telecom Consumers Complaint Redressal Regulations, 2012 replaced the Telecom Consumer Protection and Redressal of Grievance Regulations, 2007 which provided for the publication of MoP.

Further, in the electricity sector, the publication of MoP is optional on the service provider, who may publish a manual containing all the works and procurement policy and procedures that is to be followed for all contracts activities.

Hence, we may note that the prescription of MoP to be published by a DPO, already prescribes the essential information that needs to be incorporated in the MoP. However, we note that the MoP should be linked with the CAF that is filled in by the subscriber and details in the MoP may not be reproduced in the CAF, which makes the CAF lengthy and bulky document. The MoP may be made available to the subscriber on demand, apart from the MoP being published on its website. This will also reduce the additional cost that a DPO has to bear in printing these documents for each subscriber. It should also be mandated that each CAF filled in by the subscriber should also contain one note that the MoP is available on the website and a copy of the same be given to the subscriber on demand.

The regulation should also contain a draft format of the MoP to be published by each DPO, which should contain the basic essentials that should form a part of the MoP.

Issue 11: Should there be an initial subscription period while providing a new connection to protect the interest of both the subscriber as well as DPOs?

Issue 12: If so, what should be the duration of such initial subscription period?

Issue 13: What protections should be provided to subscribers and DPOs during initial subscription period? Give details with justification?

On December 1, 2008, TRAI had issued Consultation Paper on Quality of Service issues for Cable TV Services in Non-CAS Areas and for DTH Services.

Clause 4.1.7 emphasized on issues in DTH regime as what should be the minimum subscription period?

After considering the response from the stakeholders, the TRAI made an amendment the Direct to Home Broadcasting Services (Standards of Quality of Service and Redressal of Grievances) (Amendment) Regulations, 2009 and inserted Regulation 9A which is reiterated hereunder:

“9A. No change in composition of a subscription package during first six months of enrolment or during the period of validity of subscription paid in advance.

(1) No direct to home operator shall change the composition of a subscription package which has been subscribed to by a direct to home subscriber, so as to discontinue exhibition of any particular channel in that subscription package,

(a) during the period of six months from the date of enrolment of the subscriber to such subscription package in the case of a subscriber who pays his subscription amounts under such subscription package by recharging or by making payments periodically to the direct to home operator; or

(b) during the entire period of validity of the subscription package if the subscription amount in respect of such subscription package has been paid in advance by the direct

to home subscriber or in instalments as per offer of the direct to home operator, if such channel continues to be available on its direct to home service on its platform.”

The DAS QoS prescribe that the DPO should not change the subscription package for a period of six months from the date of enrolment of the subscriber to such subscription package. The relevant clause is reproduced below for the sake of easy reference:

“10. Change in the composition of subscription package.-- (1) A multi-system operator shall not change the composition of subscription package subscribed by the consumer,----

(a) during the period of six months from the date of enrolment of the subscriber to such subscription package, if the subscriber is not in default of payment of monthly subscription charges; and

(b) during the entire period of validity of the subscription package if the subscription amount in respect of such subscription package has been paid in advance by the subscriber or, if the amount is payable in instalment, the subscriber has paid the instalments on due date;

if such channel continues to be available on the cable network of the multi-system operator.

(2) If any channel, which is a part of a package subscribed by a subscriber, becomes unavailable on the network of the multi-system operator, such multi-system operator shall reduce the subscription charges payable by the subscriber by an amount equivalent to the a-la-carte rate of such channel from the date of discontinuance of the channel:

Provided that the multi-system operator may offer an alternative channel of the genre and language of the channel discontinued and, if the offer is accepted by the subscriber, the multi system operator or its linked local cable operator may not reduce the subscription charges for the channel which is not available on its network.

(3) No multi-system operator shall take off the air or discontinue exhibition of any channel without giving prior notice of fifteen days to its subscribers and such notice shall be published in the local news paper and displayed through scrolls on TV screen:

Provided that nothing contained in this sub-regulation shall apply in case the discontinuance in the provision of services has been caused by natural calamities or reasons beyond the control of such multi-system operator resulting in total disruption of the service.”

However, in the explanatory memorandum of the aforesaid regulations, it has been stated that provision regarding offering consumer the same package for minimum period of six months from the date of enrolment *should be reduced* as there are cases where FTA channels are converted into pay channels, by broadcaster, after giving a notice of 30 days to the operator and in such cases the service provider cannot charge the consumer for this additional cost of channel paid by operator to the broadcaster

Therefore, after considering the above positions, we state that the imposition of a minimum subscription period for any channel/ package for any period beyond *3 months* will affect the

value chain and also be detrimental to the overall growth of industry. Accordingly, we recommend a maximum duration of 3 months as initial subscription period.

It ensures the interest of subscribers by assured access to channels, prize hike protection, etc. and service providers by assured license fee, certainty in business forecasting, etc.

Issue 14: What should be the framework for compensation to the subscriber for dropping of a channel due to its non availability on the DPOs' platform?

Issue 15: How should the reduction in subscription charges be calculated in case of discontinuation of channel from DPOs platform? Please provide your comments along with justification.

In our considered opinion, the regulatory framework should mandate that in any event, the composition of a package as offered to the subscriber and as opted by the subscriber should not change for a minimum period of six months from the date of enrolment of the subscriber.

The regulatory framework at present allows that in the event any channel is dropped from the composition of the package of the subscriber, the MSO may offer alternative channel of the same genre to the subscriber. The relevant portion of the DAS QoS is reproduced below for the sake of easy reference:

“10. Change in composition of subscription package:

.....

2) If any channel, which is a part of a package subscribed by a subscriber, becomes unavailable on the network of the multi-system operator, such multi-system operator shall reduce the subscription charges payable by the subscriber

by an amount equivalent to the a-la-carte rate of such channel from the date of discontinuance of the channel:

Provided that the multi-system operator may offer an alternative channel of the genre and language of the channel discontinued and, if the offer is accepted by the subscriber, the multi system operator or its linked local cable operator may not reduce the subscription charges for the channel which is not available on its network.”

TRAI had prescribed framework for compensation to the subscriber for dropping of a channel due to its non-availability on the DTH platform in its amendment the Direct to Home Broadcasting Services (Standards of Quality of Service and Redressal of Grievances) (Amendment) Regulations, 2009 in the DTH regime which is reiterated hereunder.

Sub-Regulation (2) of Regulation 9A of the Direct to Home Broadcasting Services (Standards of Quality of Service and Redressal of Grievances) (Amendment) Regulations, 2009

No change in composition of a subscription package *during first six months* of enrolment or during the period of validity of subscription paid in advance.

(2) If any particular channel included in a subscription package which has been subscribed to by a direct to home subscriber subsequently becomes unavailable on the direct to home service of the direct to home operator on its platform, the direct to home operator *shall reduce the subscription charges for such subscription package on a proportionate basis from the date of discontinuance of the channel* from the direct to home service of the direct to home operator till the expiry of a period of six months from the date of enrolment of that subscriber, or till the expiry of the contracted period

of subscription for which the amount of subscription has been paid in advance or in instalments as per offer of the direct to home operator, *whichever is later*.

Provided that, instead of proportionately reducing the subscription charges for such subscription package on account of non-availability of such channel, the direct to home operator may, at its discretion, introduce in such subscription package another channel of the *same genre and language as the channel which has so become unavailable on the direct to home service of the direct to home operator*.

Provided further that the direct to home operator *shall give an option* to each one of its direct to home subscribers, who have subscribed to such subscription package, an option to choose from the modified subscription package with charges reduced on proportionate basis and the modified subscription package with the removed channel replaced by another channel of the same genre and language, and the direct to home subscriber shall be free to exercise the option for the period from the date of discontinuance of the channel from the direct to home service of the direct to home operator till the expiry of a period of six months from the date of enrolment of that subscriber, or till the expiry of the contracted period of subscription for which the amount of subscription has been paid in advance or in instalments as per offer of the direct to home operator, whichever is later.

We suggest that these provisions may be amended in order to bring in a consistency that the composition may not be changed for the initial period of six months. After the expiry of the six month period, this provision may kick in and the DPO may substitute an alternative channel in place of the channel initially provided to the subscriber, but with a restriction that such right may only be available to the DPO only in the event of a technical or operational difficulty in providing the said channel. In the event of technical or operational difficulty, the DPO must

make all efforts to rectify the said difficulty and all efforts must be made in order to repair the said technical glitch.

An alternative arrangement may also be suggested that the subscriber may either opt for an alternative channel of the same genre or refund of the average subscription fee calculated on day to day basis.

Issue 16: In following cases what should the maximum permissible time of disruption beyond which subscriber must be compensated?

- a) Disruption due to technical fault on the DPO network or at the subscriber's end**
- b) Disruption due to technical fault of CPE at the subscriber's end**

Issue 17: In following cases what should be the duration of disruption in service warranting compensation to the consumer and how the compensation should be calculated?

- a) Continued Disruption due to technical fault on the DPO network or at the subscriber's end beyond the pre specified time.**
- b) Continued Disruption due to technical fault of CPE at the subscriber's end beyond the pre specified time.**

In our considered opinion, the regulatory framework with respect to the disruption of signals to the consumer must continue to be in operation.

The regulatory framework provides for the situations where disruption of signals happens for preventive maintenance. The relevant clause is reproduced for the sake of easy reference:

“8. Disruption of signals for preventive maintenance.-- *If signals to a subscriber is required to be disrupted for facilitating preventive maintenance, the multi-system operator or its linked local cable operator as the case may be, shall give a prior notice of at least three days to the subscriber if the disruption of the signals is not likely to exceed twenty four hours and in case the disruption in the supply of signal is likely to continue for a period exceeding twenty four hours, the multi-system operator or its linked local cable operator, as the case may be, shall give prior notice of at least fifteen days to the subscriber.”*

The regulatory framework also provide for the quality of service of the set top box. The relevant provision is reproduced below:

“17. Quality of service of Set Top Box.—*(1) Every multi service operator or its linked local cable operator, as the case may be, shall provide to the subscriber the Set Top Box conforming to the Indian Standard, if any, set by the Bureau of Indian Standards.*

(2) A Set Top Box, not conforming to Indian Standard, if any, set by the Bureau of Indian Standards, provided to the customer by a multi-system operator or its linked local cable operator, before the commencement of these regulations, shall be replaced, without an extra charge, within seven days of commencement of these regulations, by a Set Top Box conforming to the Indian Standard, if any, set by the Bureau of Indian Standards.

(3) Every multi-system operator or its linked local cable operator, as the case may be, shall provide a minimum warranty of one year on Set Top Box which has been acquired by a subscriber on outright purchase basis from such multi-system operator or its linked local cable operator, as the case may be, and such subscriber shall not be required to pay any charge towards repair and maintenance of the Set Top Box during the period of warranty including visiting

charges of the person deputed by the multi-system operator or linked local cable operator for repair or maintenance :

Provided that nothing contained in this sub-regulation shall apply if the Set Top Box has been tampered with.

(4) Every multi-system operator or its linked local cable operator, as the case may be, shall, within twenty four hours of the receipt of the complaint pertaining to malfunctioning of a Set Top Box from a subscriber, ensure that the Set Top Box is repaired or replaced without any extra charge with the new Set Top Box, if it is covered within the warranty or it has been acquired by the subscriber on hire purchase scheme or on rental basis:

Provided that nothing contained in this sub-regulation shall apply if the Set Top Box has been tampered with.”

The Explanatory Memorandum appended to the DAS QoS also notes the importance of the equipment used by the DPO in the following words:

“Standards for equipment

17. There is a suggestion from local cable operator association that all equipment meant for digital cable transmissions, whether imported or manufactured locally, must be of standard quality. It has also been mentioned that BIS standards are required to be revised/ made afresh for digital equipment and digital services. Few multi-system operators have opined that as there are no BIS standards set for MPEG4 set top boxes at present for Cable TV, all the MPEG4 boxes already imported by multi-system operators shall not be replaced, future imports shall be put under the BIS standards.

18. The Authority has observed that as per the provisions in the Cable Television Networks (Regulation) Act, 1995, all equipment to be used for cable TV system,

including the set-top boxes, are required to be BIS compliant. Revision of BIS standards is an on-going activity of the office of the Bureau of Indian Standards and as & when the standards are revised, the same would be applicable.”

With respect to the disruption of the signals for preventive maintenance, the provisions prescribed under the regulatory framework should continue to operate. In the event the disruption continues to exist even after the intimated period, the subscriber must be allowed to claim refund of the average subscription fee calculated on the day to day basis for the entire period of disruption.

The regulatory framework already takes care of the interest of the consumers on the issue of the quality of CPE provided to the consumer. However, these provisions need to be effectively implemented. There are situations when an issue arises between the consumer and the DPO with respect to the quality of the CPE and the same becomes an issue of trial. In order to avoid such situations, the authority must mandate the strict adherence to the compliances prescribed in the regulatory framework.

In the event of technical disruption, the DPO must make an alternative and speedy arrangement for the replacement of the CPE till the original CPE is repaired by the DPO.

In order to secure the interest of the DPO, the authority should also consider that the DPOs should be allowed to verify the authenticity of the complaints regarding the CPE prior to the replacement/repair process, which can be done at the premise of the subscriber itself.

Issue 18: What should be the framework and terms and conditions for shifting of connection including timelines in respect of PAN India DPOs where provision of connection at new location is feasible?

In our considered opinion, the authority should consider defining the process/timeline before allowing the arriving at a conclusion that provisions pertaining to a new connection may be made applicable to a Pan India DPO in case of shifting of service connection.

The existing regulatory framework, though prescribes the procedure for shifting, however, it does not prescribe any timeline within which such arrangement may be finalised between the subscriber and the DPO.

Since in the case of shifting of the subscriber, the DPO is intimated prior to the shifting process itself, the DPO upon receiving such intimation, should immediately start the process of checking the technical and operational viability. Hence, it may not be correct to state that the process of re-installing the connection at a new place involves the same process as in the event of a new connection. The only part of the process that is repeated is the installation of the equipment, and other processes could easily be verified prior hand. Hence, we feel that the maximum time of 1 day should be allowed to the DPO in cases of shifting of connection.

Further there are also situations, where the shifting of connection is done to a remote area where the DPO either might not be providing services or there are technical issues involved before the service is provided. In such a situation, the DPO should inform the subscriber accordingly and the provision relating to timeline for shifting of connection may be relaxed. The DPO may also be suggested to keep handy a booklet of the remote areas where either the services are not provided or there are technical issues in such areas before the services could be commenced.

**Issue 19: Is there a need to prescribe procedure for transfer of the TV connection?
If so, what should the procedure, terms and conditions for transfer of services connection and timelines?**

In our considered opinion, the suggestions with respect to the transfer of connection by an existing subscriber to another subscriber is a feasible suggestion.

We agree with the authority that any transfer of service should mandatorily accompanied with an NOC from an existing subscriber, and the new subscriber should be required to fill up new CAF/eCAF etc. assigning a completely new id and registration details. In case the location of the connection is also being changed at that instance, the process of transfer may also require examination of the feasibility and subsequent steps similar to as applicable to providing a new connection. The procedure and timelines as applicable for obtaining a new connection may also be applicable to the case of transfer of service connection. In addition to the existing regulation as stipulated under the existing Clause 3 of the Standards of Quality of Service (DAS) Regulations, 2012 dated 14.05.2012.

TRAI should ensure that any advance payment made by the existing subscriber (transferor) should be refunded to the subscriber within 3 days completion of the procedure for transfer.

Issue 20: What should be the framework to address the concerns of stakeholders (Subscribers and DPOs) relating to temporary suspension of service?

In our considered opinion, the authority should prescribe the maximum period for which the service may remain suspended and the same may not be allowed to continue inordinately.

Clause 7 of the Standards of Quality of Service (DAS) Regulations, 2012 dated 14.05.2012 inter alia provides as:

“7. Discontinuing or Disconnection of cable service to the subscriber.— (1) No multi-system operator or its linked local cable operator, as the case may be, shall disconnect the cable services to the subscriber without giving prior notice of at least fifteen days to such subscriber indicating the reasons for such disconnection and the period of

fifteen days shall be reckoned from the date of receipt of the notice of disconnection by the subscriber.

(2) If the services to a subscriber have been discontinued on his request, no charge other than the charges for set top box, if any, shall be payable by such subscriber.

(3) If the services to a subscriber have been discontinued by the multi-system operator or its linked local cable operator, as the case may be, no charges for the period for which the services were discontinued including the charges of Set Top Box shall be payable by the subscriber.

(4) On a request being made for discontinuation of service by a subscriber, a multi-system operator or its linked local cable operator, as the case may be, shall suspend the supply of signal to such subscriber:

Provided that a multi-system operator or its linked local cable operator, as the case may be, may not discontinue the service to a subscriber at the request of such subscriber, if such request for suspension of subscription is for a period which comprises part of a calendar month:

Provided further that every multi-system operator or its linked local cable operator, as the case may be, shall suspend the service to a subscriber at the request of such subscriber, if such request for suspension of subscription is for a period of a calendar month or multiple of calendar months and the requested period of suspension does not exceed three calendar months:

Provided also that no charge for the services other than the rent for set top box shall be levied on the subscriber for the period during which the services were discontinued.

(5) Every multi-system operator or its linked local cable operator, as the case may be, shall disconnect the cable services, on receipt of written request from the subscriber, from the date indicated by the subscriber in his written request and no charge shall be payable by the subscriber from the date indicated by him in his written request even if the cable services are not disconnected:

Provided that the subscriber making request for disconnection shall give at least fifteen days prior notice to the multi-system operator or its linked local cable operator.

(6) If the services to a subscriber have been discontinued by the multi-system operator or its linked local cable operator, as the case may be, on their own or upon the request of the subscriber or for any other reason, no charges or reactivation charges for resumption of such service shall be payable by the subscriber.”

The authority, however should prescribe that the services may not be allowed to be kept suspended beyond a period of one month of the request of suspension and not more than three times in a year. The rent of the CPE should be allowed to the DPO during the period of suspension. The factors like the period during which the services were active, should also be allowed to be considered before the request for suspension are considered by the DPO. However, no re-activation charges should be levied upon the subscriber.

Issue 21: How issue of abrupt closure of service due to non payment can be addressed while protecting the interest of subscribers and DPOs?

Issue 22: Is gradual closure of service as discussed in para 8.23 is a feasible option? If so what should be procedure and the framework?

Issue 23: What should the procedure and timeframe to inform the subscriber regarding closure of service due to closure of business?

In our considered opinion, the regulatory framework should also prescribe the manner in which sudden closure of the services may be handled. However, utmost care should be taken in order to secure the interest of the subscriber.

Clause 7.1 of the Standards of Quality of Service (DAS) Regulations, 2012 dated 14.05.2012 stipulates as:

“(1) No multi-system operator or its linked local cable operator, as the case may be, shall disconnect the cable services to the subscriber without giving prior notice of at least fifteen days to such subscriber indicating the reasons for such disconnection and the period of fifteen days shall be reckoned from the date of receipt of the notice of disconnection by the subscriber.”

The current regulation stipulates a notice of 15 days for disconnection of signals to the subscribers.

In the event of default of payment of subscription fee by the subscriber, the subscriber at the first instance should be adequately informed about such default by all such opted modes, and as mentioned in the CAF. Before taking the steps towards disconnection, the DPO should give a 21 day notice. During the subsistence of the 21 day period, the DPO may also continue to follow up with the subscriber for the payment of the outstanding dues via all such modes as opted for in the CAF. Considering the business relations that a DPO develop with the subscriber during the continuance of the services, the DPO may also be given the option to provide the FTA channels to the subscriber even after the expiry of the 21 day period, for a minimum period of 14 days. Since the continuance of FTA channel does not add up to the existing outstanding on the subscriber, this option could be taken as another step towards constant reminder of the dues towards subscription amount. In addition to this, the DPO may also be

allowed to flash on screen the due date and the outstanding amount to the subscriber so that appropriate steps may be taken by the subscriber.

In the scenario where the DPO has to shut down its business owing to financial constraints or due to failure in regulatory compliances, similar steps may be taken by the DPO. DPO should start informing the subscriber at least one month prior to the anticipation of such scenarios. Apart from that, procedures for a formal intimation about the disruption/closure of service by the DPO should be prescribed. The DPO should give at least 21 days notice to the subscriber in the event the DPO anticipates closure of its platform owing to different reasons. In such circumstances, running of On Screen Display (OSD) by the DPO on its network must be made a mandatory provision.

Issue 24: Why uptake of mandated schemes for set top box (Outright purchase, Hire purchase, and on rent) is so low at present? How consumer awareness on these issues can be increased?

Issue 25: What should be the consumer friendly common framework of CPE Schemes for providing CPE to consumers in digital addressable system? Please provide your comments with justification?

Issue 26: What should be minimum essential information related to a CPE scheme that must be made available to the consumers to safeguard their interests? Please provide your comments with justification.

Issue 27: What measures may be adopted to ensure availability of good quality CPE to consumers?

Issue 28: Should any charges such as visit charges, etc. be charged from the subscribers during guarantee-warranty period?

Issue 29: What should be provisions for maintenance of CPE after the expiry of guarantee- warranty period?

Issue 30: What should be the simplified provisions for surrender of CPE in case of closure of service by the subscribers in order to protect their interest?

In our considered opinion, the provisions relating to CPE need to be laid out in the regulatory framework in a transparent, simplified and clear form so that the subscriber is adequately informed about the cost of the equipment being used by him.

The present regulatory framework deal with the CPE issue in the following manner:-

” 17. Quality of service of Set Top Box.—(1) Every multi service operator or its linked local cable operator, as the case may be, shall provide to the subscriber the Set Top Box conforming to the Indian Standard, if any, set by the Bureau of Indian Standards.

(2) A Set Top Box, not conforming to Indian Standard, if any, set by the Bureau of Indian Standards, provided to the customer by a multi-system operator or its linked local cable operator, before the commencement of these regulations, shall be replaced, without an extra charge, within seven days of commencement of these regulations, by a Set Top Box conforming to the Indian Standard, if any, set by the Bureau of Indian Standards.

(3) Every multi-system operator or its linked local cable operator, as the case may be, shall provide a minimum warranty of one year on Set Top Box which has been acquired by a subscriber on outright purchase basis from such multi-system operator or its linked local cable operator, as the case may be, and such subscriber shall not be required to pay any charge towards repair and maintenance of the Set Top Box during the period of warranty including visiting

charges of the person deputed by the multi-system operator or linked local cable operator for repair or maintenance :

Provided that nothing contained in this sub-regulation shall apply if the Set Top Box has been tampered with.

(4) Every multi-system operator or its linked local cable operator, as the case may be, shall, within twenty four hours of the receipt of the complaint pertaining to malfunctioning of a Set Top Box from a subscriber, ensure that the Set Top Box is repaired or replaced without any extra charge with the new Set Top Box, if it is covered within the warranty or it has been acquired by the subscriber on hire purchase scheme or on rental basis:

Provided that nothing contained in this sub-regulation shall apply if the Set Top Box has been tampered with.”

The Explanatory Memorandum appended to the DAS QoS also notes the importance of the equipment used by the DPO in the following words:

“Standards for equipment

17. There is a suggestion from local cable operator association that all equipment meant for digital cable transmissions, whether imported or manufactured locally, must be of standard quality. It has also been mentioned that BIS standards are required to be revised/ made afresh for digital equipment and digital services. Few multi-system operators have opined that as there are no BIS standards set for MPEG4 set top boxes at present for Cable TV, all the MPEG4 boxes already imported by multi-system operators shall not be replaced, future imports shall be put under the BIS standards.

18. The Authority has observed that as per the provisions in the Cable Television Networks (Regulation) Act, 1995, all equipment to be used for cable TV system,

including the set-top boxes, are required to be BIS compliant. Revision of BIS standards is an on-going activity of the office of the Bureau of Indian Standards and as & when the standards are revised, the same would be applicable.”

Hence, the current regulatory framework provides that the subscriber, who takes the CPE on outright purchase basis, is not required to pay any cost towards the maintenance or repair of the CPE. However, similar provisions are not available for the subscribers taking the CPE on Hire Purchase or on rent basis. Unless there is uniformity in provisions, there will always be some degree of confusion in the mind of the subscriber pertaining to the services opted by him. It should be mandated for the DPO providing the service to adequately inform the subscriber about the various schemes being offered by him. Further, these different schemes could also be publicized by the DPO by giving out information in the CAF and the MoP, and also dedicating some space on its website for this purpose.

It should also be mandated that the service relating to the CPE are monitored from time to time by the DPO. Only BIS (Bureau of Indian Standards) certified CPE should be allowed to be provided by the DPO. Subscribers should be discouraged to buy STBs from the market which is not BIS certified. For this purpose, the DPO may provide for box vendor service, replacement service, repair service, guarantee and warranty services, Annual Maintenance Contract (AMC) after guarantee/warranty, etc. While all these services should be made available to the subscriber free of cost during the period of warranty and guarantee, the DPO may also offer AMC to the subscriber after the period of guarantee/warranty on a minimal cost to be borne by the subscriber. The DPOs should have affiliated authorised third party maintenance service providers who could handle the aspect of maintenance of the CPEs post the warranty period. This gives the end users more leverage and option to avail maintenance CPEs at competitive pricings.

Direct Third Party Purchase/Leasing/Financing Option: Where available, Customer may obtain a CPE service from the Operator through a direct financing arrangement with a third party financing company approved by the Operator. Also the operator should also have an option of maintenance take over service, where the Operator shall provide maintenance for the CPE supplied by the Customer (rather than ordered from the Operator) and this can also identified in a service order accepted by Operator - Customer-supplied CPE.

While a subscriber wishes to surrender or return the CPE to a particular DPO, the regulatory framework should mandate that the CAF and the MoP itself should lay down the procedure for the return/surrender of the CPE. This will result in self regulation by the DPO itself over the procedure and the prior consent could also be sought in this manner. Noteworthy to bring to your attention the following regulation:

The Telecommunication (Broadcasting and Cable) Services (Seventh) (the Direct to Home Services) Tariff Order, 2015 (2 of 2015) April 01, 2015 - relating to refund on surrender of connection in DTH platform provides that – *(The said tariff order is sub-judice before the Hon'ble TDSAT)*

(1) The DTH operator shall give to every subscriber an option to return the customer premises equipment in all schemes and for all types of the customer premises equipment: Provided that there shall be no obligation on DTH operator to take back the customer premises equipment if it is tampered with or is not in a working condition at the time of its return.

(2) On return of the customer premises equipment by the subscriber, DTH operator shall refund,-

(a) if the customer premises equipment has been acquired under the standard scheme, the total depreciated value of the said equipment; Provided that if the subscriber discontinues DTH services during the lock-in period and returns the customer premises equipment, DTH operator may deduct, from the amount paid by the subscriber, the depreciation charges for the entire lock-in period.

(b) if the customer premises equipment has been acquired under a rental scheme, the amount paid by the subscriber as the interest free refundable security deposit.

(c) if the customer premises equipment has been acquired in a scheme other than the standard scheme and rental scheme, the amount paid by the subscriber for the customer premises equipment, after deducting the amount of depreciation applicable on such customer premises equipment under the standard scheme:

(3) The depreciation on the price of the customer premises equipment specified by the DTH operator under clause 4 shall be calculated using straight line method at the rate not exceeding 1.7 per cent for every completed calendar month or part thereof.

(4) The DTH operator shall designate one collection centre in every district headquarter for surrender of customer premises equipment.

(5) Every DTH operator shall provide a toll-free telephone number for registering the request of the subscriber for return of the customer premises equipment and shall display the details of such toll-free telephone number on its website.

(6) The DTH operator shall, on the request of the subscriber, collect the customer premises equipment from the premises of the subscriber and may deduct an amount not exceeding rupees three hundred as the collection charge from the amount refundable to the subscriber. Provided that the DTH operator shall not charge any amount as

collection charge from the subscriber if the subscriber deposits the customer premises equipment at the designated collection centre of DTH operator.

(7) The DTH operator shall not deduct any other charges by any other name from the amount refundable to the subscriber on return of the customer premises equipment.

(8) There shall be no obligation on the DTH operator to make any payment to the subscriber for the return of customer premises equipment after five years from the date of its purchase by the subscriber.

(9) Every DTH operator shall, within fifteen days of receipt of a request from the subscriber, collect the customer premises equipment from the premises of the subscriber.

(10) Every DTH operator shall, within fifteen days of the receipt of the customer premises equipment, ensure payment of the amount refundable to the subscriber.”

Also under Clause 6 – Publication sub clause (4) –

“Every DTH operator shall specify the details of the amount refundable to the subscriber on the return of the customer premises equipment as specified in Schedule II to this order and publish them on its website.”

Issue 31: Please suggest the standards and essential technical parameters for ensuring good quality of service for the following digital addressable platforms:

a). Digital Cable TV

b). DTH

c). HITS

d). IPTV

We recommend the following technical standards for signal and network parameters:

(a) All DPOs must ensure adherence to predefined technical parameters in order to ensure good quality of picture and voice, for TV broadcast signals transmitted. These parameters are normally defined in the standards framed by the international/ national organizations and compliance with these parameters is to be ensured by the delivery platforms. These standards are generally open standards which enable compatibility with different equipment in the distribution chain. However there could be a few service parameters that may be specific to a particular delivery platform and these may be prescribed for ensuring availability of good quality signals across the delivery chain. These parameters may thus vary from one type of platform to another. A generic framework for laying down the applicability of relevant standards, as notified by the international/ national organizations such as Digital Video Broadcasting (DVB) / IEC/ ISO/ IS/ BIS etc. from time- to-time is required to be laid down to ensure good quality of signals along the distribution chain right upto the subscriber's premises. In this regard some technical standards already prescribed by the Authority are indicated in para 18 of Annexure-I to the consultation paper.

(b) From a consumer's perspective, high quality of picture and sound are important for better viewing experience. It has been observed at times that the DPOs resort to using extremely high compression parameters for particular channels, resulting in poor reception quality and frequent freezing of the audio and video in that particular channel. This problem becomes even more critical in case of DTH particularly during bad weather, when some channels continue to be available whereas others are no longer decodable by the receiver. Sometimes individual audio levels across different subscribed channels are found to be significantly varying in intensity. This makes it inconvenient for a consumer switching channels as the volume needs

to be readjusted every time the channels is changed. Such anomalies may also require to be prevented in the interest of the consumer by specifying essential norms that address such concerns.

Technical Comments:

Signal Acquisition

DPOs should setup Receiving Antennas – above Size 3.8m+ and Receive Gain 42dBw with a Noise Margin > +4dB

DPOs IRD Specification

- Compatible for DVB-S(QPSK) and DVB-S2(QPSK/8PSK)
- Video Compression mode Mpeg2/Mpeg4
- Audio Compression Stereo Mpeg1 Layer2 and Dolby AC3
- Video resolution SD and HD

Signal Distribution by DPOs

- DPOs should maintain the same Video bitrate while retransmitting the signals as that of the broadcaster.
- Audio bitrate must remain same as that of the broadcaster.
- Any change in Audio/Video streams must be implemented after seeking approval from respective broadcaster.

- DPOs should setup Loudness controllers/audio equalizers at their headend to control audio level mismatch and should maintain a uniform audio level across all channels.
- DPOs to maintain BER & MER ratio as per international standards to avoid poor picture quality/picture pixelization issues.

Existing standards for Quality of Service

18. Technical standards.—(1) Every broadcaster shall maintain technical standards of the signals as per the standards laid down by Digital Video Broadcasting for DVB-S or DVB-S2 standards, as the case may be, and shall also ensure that the quality of signals supplied at the headend of multi-system operator fulfill the following requirements :-

Sl.	Parameters	Value
1	Signal to noise ratio (SNR)	As specified by DVB-S (ETSI EN 300421) or DVB-S2 (ETSI EN 302307), as applicable
2	Operating Margin (Noise Margin)	Higher than 4 dB.

Explanation:- For the purpose of this sub-regulation, -

- (i) “Noise Margin” means margin between the signal to noise ratio (SNR) leading to quasi error free (QEF) operation after the Reed Solomon decoder ($BER < 2 \times 10^{-4}$ before Reed Solomon decoding) and the SNR of the system.

- (ii) “Higher than 4 dB” is as per IS 13420 (Part I):2002, IEC 60728-1(2001), Para 5.11.1.2 page 54.

(2) Every multi-system operator or its linked local cable operator shall, in their networks, ensure compliance with BIS Standards specified by Bureau of Indian Standards from time to time relating to system performance in the cable distribution networks and shall further ensure the following parameters at the subscriber’s premises:

<i>Sl.</i>	<i>Parameters</i>	<i>Value</i>
1	<i>Maximum and Minimum Carrier levels</i>	<i>47 dB μV min. for 64 QAM 67 dB μV max. for 64 QAM 54 dB μV min. for 256 QAM 74 dB μV max. for 256 QAM</i>
2	<i>Signal to noise ratio</i>	<i>26 dB min for 64 QAM fall-off-the-cliff 32 dB min for 256 QAM fall-off- the-cliff.</i>
3	<i>Operating Margin (Noise Margin)</i>	<i>Higher than 4 dB</i>
4	<i>MER</i>	<i>30 dB (64 QAM) min. 34 dB (256 QAM) min.</i>

Explanation: For the purpose of this sub-regulation,

(i) Maximum and minimum carrier levels are as per IS 13420 (Part 1):2002 IEC 60728-1 “Cabled distribution system for sound and television signals – Part 1: Methods of measurement and system performance”.

(ii) “Noise Margin” as per IS 13420 – The noise margin is the margin between the SNR leading to a bit error rate of $1E-4$ and the SNR value of cable system.

(iii) “MER” as clarified in ETSI: Technical Report: Measurement guidelines for DVB systems.

(3) The Authority may appoint M/s. Broadcast Engineering Consultants India Ltd., or any other agency to conduct technical audit of the broadcaster and the multi-system operator to measure the quality of signals provided by the broadcaster at the headend of the multi-system operator and the quality of signals provided by the multi-system operator on its network.

(4) The technical audit shall be carried out as per the measurement guidelines specified by Digital Video Broadcasting in European Telecommunications Standards Institute ETSI TR 101 290 V 1.2.1 (2001-05) and the picture quality measurement shall be carried out as per the methodology for subjective assessment of the quality of television pictures given in the recommendation by International Telecommunication Union (ITU).

Explanation: *For the purpose of this sub-regulation:*

(i) Recommendation by ITU is as per “ITU-R BT. 500-11 Methodology for subjective assessment of the quality of television pictures”.

Issue 32: What are the different methods to effectively increase consumer awareness?

Issue 33: How consumer related information can be effectively provided to Subscribers through DPO website. What minimum information should be provided through consumer corner?

Issue 34: Can outsourcing to the third party for various web based operations be permitted especially for smaller DPOs? If yes, what precautions are taken to ensure that such provisions are not misused?

Issue 35: In case of the use of “In Channel” communication means, what should the guidelines for running scrolls or other onscreen displays, so that it does not adversely impact the viewing experience?

In our considered opinion, the awareness of the subscriber is of utmost importance while the contours of quality of service provided by the DPO are being examined.

A subscriber cannot make an informed decision unless he is made aware of all the available options and the related QoS paradigms offered by the DPOs. A regularised and common information sheet, if made available to the subscriber from time to time, by various modes, would enable the subscriber to compare the services offered by different DPOs and then take a decision accordingly. Further, information dissemination should be made subscriber friendly and implemented across DPOs so as to provide consumers easy access to search, select services and also enable grievance redressal.

The primary tool for dissemination of information is by way of publication of all the relevant information in the CAF and the MoP by the DPO, which is primarily accessed by the subscriber at the timer of activating the service of the DPO. CAF and MoP being user manuals for the subscriber, the subscriber can be adequately and intrinsically informed about the services provided by the DPO if the relevant information is appropriately reflected in the CAF and MoP.

Further, the regulatory framework also mandates that every DPO should have a website on which all the relevant information should be made available. The information that needs to be necessarily mentioned on the website could be-

- The name of the channels provided,
- The different assemblages of the channels;
- The list of LCOs associated with the MSO;
- The different fee/cost associated with the CPE;
- Billing procedure;
- Relevant contact numbers, including the toll free numbers, Nodal officer numbers, and call centre numbers
- Technical standards
- Areas catered by the DPO
- List of remote areas where the DPO either does not provide services or there are technical issues before providing the services;
- Complaint redressal mechanism and timeline
- Manual of Practice

Apart from this, the DPO should also consider providing a subscriber centric login to its database in order to enable the subscriber to view, review and verify other details pertaining to him. Through this, the DPO may also consider raising the monthly bills and suggest for payment via a secure payment gateway.

Further, outsourcing third party can only act as an agent of the DPO and cannot fulfil the regulatory compliances. This will further add to the costs of the DPO.

In the event that the authority proposes “In channel” communication means, the authority should also prescribe adequate safeguards so that the viewership of the subscriber is not

affected. The OSD run by the DPO should not in any manner alter with the display of the channels. In order to protect the interest of the consumers Vide Directions dated 02 February 2016 TRAI has directed all the Broadcasters, DTH Operators, HITS Operator, IPTV and MSOs to stop displaying any sort of notice by way of full or partial on screen display on TV Screens as the OSDs published on the TV Screens were without any guidelines and usually used to obstruct the viewing of TV Channels. The relevant portion of Directions dated 02 February 2016 is reproduced here as under:-

“Direction to Broadcasting TV service providers, under section 13, read with sub-clauses (i) and (v) of clause (b) of sub section (1) of section 11, of the Telecom Regulatory Authority of India Act, 1997, to stop display notice of disconnection or discontinuation or non-availability of TV channels by way of full or partial 'on screen display' messages on TV screens.

10. Now, therefore, the Authority, in exercise of the powers conferred upon it under section 13, read with sub-clauses (i) and (v) of clause (b) of sub-section (1) of section 11, of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997), to protect the interest of service providers and consumers, directs all the Broadcasters, DTH operators, HITS operators, IPTV Operators and MSOs to stop displaying notice of disconnection or discontinuation or non-availability of TV channels by way of full or partial on screen display messages on TV screens immediately and report compliance within 21 days to the Authority.”

Issue 36: What options can be used for verifiability of subscriber communications for any change in service or provision of additional service?

Issue 37: What should be the duration to preserve such verifiable subscriber communications requesting change in service or provision of additional services at DPO level.

In our considered opinion, the consent of the subscribers for either change of service or for the availing of any service cannot be done without the specific consent of the subscribers.

In the event that the DPO introduces new kind of services in the form of new add-on packs, the DPO should primarily inform the subscriber about the new services and seek explicit consent of the subscriber before activating such services for the subscriber. Since such add-on packs were not present at the time of the signing the CAF by the subscriber, the DPO should either get an additional form signed by the subscriber for activating these services or may also seek consent via other modes like, email, registered mobile numbers and SMS. Upon receiving clear and specific instruction for activation of these services, then only the said services should be activated by the DPO. Further, the subscriber should also be informed about the content details which should be shown alongwith the content appearing for the first time on any channel.

The DPO should preserve with itself the subscriber communication requesting change in service or provision of additional service for a minimum period of six months.

Issue 38: What should be optimal number of channel packages which meets the subscriber demand and are well understood by the subscribers?

Issue 39: How the package offerings can be improved in case of cable TV services so that effective choice is made available to the consumers?

In our considered opinion, while there cannot be any restriction on the number of packages offered by the DPO, but the consumer may be adequately informed about such packages in an appropriate manner.

The DPOs have the liberty to package the channels offered by the different broadcasters in order to suit the taste of the subscribers and also considering their own commercial benefits. The regulatory framework does not prescribe any limit on the number of packages offered by the DPO, however, the authority should consider encouraging the DPOs to formulate packages judiciously and taking into consideration the best interest of the subscribers. Sometimes the DPOs formulate different packages containing similar channels with only one or two different channels. In these situations, thought the subscriber may want to take those different sets of channels but he is restricted due to the similarity in packages which would entail the subscriber to pay two times for the same service. Hence, the DPOs should be encouraged to package the channels accordingly.

The subscriber also needs to be educated from time to time about the various packages offered by different DPOs. The suggestions that subscribers may be informed about the change of composition through registered mobile is a good suggestion, and apart from this the subscriber may also be informed through emails. Mobile apps may also be developed by the DPOs and allowing the subscriber thereby to create their own packs.

Issue 40: Whether the choice of Pre or Post paid method should be mandatorily made available to the subscribers?

Issue 41: What should be the essential information contained in the monthly Bill/ Usage details to be provided to subscribers in post paid or prepaid system?

Issue 42: Should pre-paid method is encouraged in case of cable TV services provided through LCOs? Support your comments with justification.

Issue 43: What should be the billing cycle both for pre-paid and post paid? Please give your comments along with justification.

Issue 44: Should deduction of maintenance related charges for CPE from the pre paid subscription account be prohibited?

In our considered opinion, pre paid model should be encouraged for the billing purposes. The details of the services availed and other relevant information should be provided to the customer in the monthly billing.

The billing provision in the extant regulations provide that-

“14. Billing for subscribers.— (1) Every multi-system operator shall offer cable TV services on both pre-paid and post-paid payment options to the subscriber and shall be responsible for generation of bills for the subscribers.

(2) It shall be open to the subscriber to choose either the pre-paid or post-paid option.

15. Providing usage details in respect of Post-paid service.—(1) Every multi-system operator either directly or through its linked local cable operator, as the case may be, shall give to every subscriber the bill for charges due and payable by such subscriber for each month or for such other period as agreed between the parties, for which such charges become payable by the subscriber.

(2) In case of post-paid bills, the subscriber shall be billed, generally on monthly basis and the bill shall contain the Service Tax Registration Number and the Entertainment Tax Registration number of the multi-system operator.

(3) The entries in the bills shall be itemized to indicate the price of individual channels or bouquet of channels along with the names of channels in the bouquet, charges for basic service tier and the channels comprised therein, charges for set

top box, taxes along with the rates of taxes levied and the charges for value added services availed by the subscriber, if any.

Provided that this sub-regulation shall not in any manner prevent the multi-system operator from promoting different schemes of payment.

(4) Every multi-system operator or its linked Local Cable TV Operator, as the case may be, shall give fifteen days time, from the date of the bill, to every subscriber for making payment of the bill and in case the subscriber fails to make payment after expiry of the due date of payment, the multi-system operator or its linked local cable operator may charge simple interest of twelve percent per annum on the amount due for the delay in making payment.

(5) The multi-system operator or its linked local cable operator, as the case may be, shall issue a proper receipt for every payment made by the subscriber.

16. Providing usage details in respect to Pre-paid service.—*(1) Every multi-system operator or its linked local cable operator, as the case may be, shall on request from a subscriber, who has been provided pre-paid service, supply to such subscriber, at a reasonable cost, the information relating to the itemized usage charges showing actual usage of service:*

Provided that it shall not be mandatory for the multi-system operator or its linked local cable operator, as the case may be, to provide to the subscriber the information referred to in this sub-regulation for any period beyond six months preceding the month in which the request is made by the subscriber.

(2) Every multi-system operator shall, on request from the subscriber, change his payment plan from pre-paid to post-paid or from post-paid to pre-paid, without any extra charge.”

From the aforementioned provisions, it can be seen that while the regulations provide the post paid subscribers to have access to the information pertaining to the usage details, similar liberty is not given to the pre paid subscriber. Further, it is on the will of the DPO to either provide the usage details to the subscriber or not. These regulatory provisions, therefore, prima facie, distinguish between the post paid subscriber and the pre paid subscriber.

Pre paid model allows the easy flow of money from the subscriber to the DPO and further in the chain to the broadcasters. Pre paid model should also be encouraged for the reason that it does give the subscriber the liberty to recharge its account as per the requirement and they are not burdened at the end of the month for the time they have not availed the services. Pre paid model could be a beneficial option for the subscribers since during the period of disruption or discontinuation of service by either the subscriber or the DPO, they may have the liberty not to pay for the time being and therefore, the accountability of either of the parties is not in question.

The options should be left open for the subscriber for the manner of making the payment. The subscriber may either choose the online mode for making the payment or the same may be collected by the LCO of the area. The LCO-MSO relation is such that the revenue collected by the LCO is shared between the MSO and LCO on the basis of arrangement so agreed or in accordance with the regulation. The dispute regarding any irregularity in sharing of revenue could easily be avoided on the basis of the accountability of the LCO towards the MSO and the declared number of subscribers catered to by the particular LCO.

The monthly bills should contain all the relevant information like the usage details, channels availed, cost of the CPE, taxes levied and other relevant and associated costs involved. Further,

these information should primarily be provided in the CAF signed by the subscriber at the time of enrolment for availing the services.

Regulatory framework should prescribe that the DPOs should follow a one month billing cycle so that the subscribers are given the ease of making payment on routine basis and it should be made applicable to the both pre paid and post models. However, in pre paid model, the subscriber may also be given the liberty to make advance payments if he desires so.

DPOs should not be allowed for charging the subscribers towards maintenance of the CPE at the subscriber's premises. There should be strict check on the DPOs charging the subscriber for the visit of the technician, and these services should be made available to the consumer as complimentary for choosing the services of the DPO.

Issue 45: How Toll Free number and call centre details can be widely publicised among the subscriber?

Issue 46: How response time and accessibility of call centre including that of the Call centre executive can be enhanced?

Issue 47: Please provide your comments on the following performance parameters discussed in preceding paras related to call centre?

- a. Call centre availability hours**
- b. Multiple languages in IVR**
- c. Response time for answering IVR and voice to voice calls**
- d. Sub menu and accessibility of customer care executive**

Issue 48: What should be the timelines for complaint resolution for different type of complaints at call centre and Nodal officer level?

issue 49: Can outsourcing of call centre and web based complaint monitoring functions to third party help in increasing efficiency and compliance levels?

Issue 50: What should be the innovative ways to develop a speedy user friendly complaint registering and redressal framework using Mobile Apps, SMS, Online system etc.

In our considered opinion, the suggestions put forth by the authority with respect to the call centre facilities is a welcome step. This will lead to an effective, speedy, transparent and independent redressal of the complaint redressal by the subscribers.

TRAI has already regulated the publication of the information and further the details are also required to be published in the Consumer Charter which are made available to the subscribers. The authority however may set up a mechanism which would monitor periodical compliance of the regulation. The details of the publication and such measures for subscriber awareness programs should be mandatorily filed with the TRAI and that any violation should be disincentivized.

Under regulation 4 of the “Consumers Complaint Redressal (Digital Addressable Cable TV Systems) Regulations, 2012(13 of 2012)”

Publication of information----

(1) Every multi-system operator or his linked local cable operator shall, before providing the digital addressable cable TV services, establish a complaint center in his service area, publicize the “Consumer Care Number” through,----

(a) public notice in a leading newspaper in Hindi or English and in a leading newspaper published in a local language of the service area;

(b) display on the website of the multi-system operator and his linked local cable operator;

(c) updation of set top boxes of consumers by pre-configuration or over the air transfer;

(d) display in all complaint centers and sales outlets;

(e) scrolling the information on the channels transmitted or re-transmitted on his network.

(2) Every multi-system operator or his linked local cable operator, as the case may be, shall publicise the “Consumer Care Number” in the same manner as given at clause (a) of sub-regulation (1) above, at least once in six months.

(3) In case of any change in the “Consumer Care Number”, the same shall be publicised at least one week prior to such change, in the manner specified in sub-regulation (1).

Clause 12. of the Regulation also stipulates:

Consumer’s charter ---(1) Every multi-system operator shall, directly or through his linked local cable operator, shall within sixty days of the coming into force of these regulations, publish a ‘Consumer’s Charter for addressable cable TV systems’ containing the following information,---

(a) name , contact address, telephone number, e-mail and facsimile number of the multi-system operator and his linked local cable operator;

(b) services offered by the multi-system operator or his linked local cable operator, including the details of geographic areas where such services are available;

(c) terms and conditions of service offered by the multi-system operator and his linked local cable operator;

(d) Quality of Service parameters specified by the Authority in respect of each of the services;

(e) Quality of Service promised by the multi-system operator or his linked local cable operator, as the case may be, in respect of each service and geographic area;

(f) details about equipment offered to the consumer by the multi- system operator or his linked local cable operator, as the case may be, in respect of any of the services;

(g) right of consumers under the different regulations, orders and directions issued by the Authority; and in particular those relating to tariff;

(h) the duties and obligations of the multi-system operator or his linked local cable operator, as the case may be, under the different regulations, orders and directions issued by the Authority and in particular those relating to tariff;

(i) Consumer Care Number;

(j) complaint redressal mechanism, including complaint redressal procedure and the time limits for redressal of complaints;

(k) e-mail, contact address, telephone number and facsimile number of the Nodal Officers and time limits for disposal of complaints;

(l) procedure for termination or disconnection of each service offered by the multisystem operator or his linked local cable operator, as the case may be; and

(m) any other information that may be specified by the Authority from time to time.

(2) The 'Consumer's Charter for digital addressable cable TV systems' shall be prepared in Hindi, English and the local language of each service area.

(3) The 'Consumer's Charter for digital addressable cable TV systems' shall be available for reference at every office of the multi-system operator or its linked local cable operator, complaint centre and on the website of the multi-system operator or his linked local cable operator, as the case may be.

(4) A copy of the 'Consumer's Charter for digital addressable cable TV systems' or its abridged version containing salient features such as terms and conditions of service, the Consumer Care Number, contact details of complaint centre and the Nodal Officers, procedure and time limit for redressal of complaints and disposal of complaints shall be provided by the multi-system operator or his linked local cable operator, as the case may be, to each consumer at the time of subscription for service.

(5) A copy of the 'Consumer's Charter for addressable cable TV systems' shall be filed with the Authority before commencement of service.

(6) The multi-system operator or his linked local cable operator, as the case may be, shall file with the Authority, by the 15th January of every year, a fresh copy of the 'Consumer's Charter for digital addressable cable TV systems' incorporating all changes effected.

A call centre facility when integrated with the services being provided by the DPO, will always result in the enhancement of the services and the consumer-service provider relationship becomes stronger. The difficulty for the DPO however arises when a volume of calls are being received and the DPO does not have the necessary infrastructure to handle the situation. It is thus advisable that the DPO makes appropriate arrangement in this regard prior to the

commencement of the services. The setting up of call centres by the DPO should also include features pertaining to the auto registration of the complaints, call back option by the DPO to the subscriber for redressal of the complaints, instant conversion of the calls made by the subscriber.

The call centres set up by the DPO must also necessarily have separate departments for registration of complaints and dedicated man power resources should be attributed to such issues. It should not coincide with other calls made by subscribers.

The accessibility of the call centres by the subscribers should be on a 24*7 basis and any complaint so made, should be redressed within a prescribed time period of 24 Hrs depending on the gravity of the complaint so made.

The toll free numbers and the call centre details should be mentioned in the CAF forms and the MoP published by the DPO.

There might be a situation where the signals of certain channels are deactivated by the broadcaster from the DPO's network in accordance with law. In such situations, the DPO must mandatorily inform all its subscribers by running OSD on its network and local channels so that the subscribers are not left perplexed due to the unavailability of the said channels.

In addition to the above, the regulator may also make provisions for registration of complaints by other modes like SMS and internet based complaint registration. These modes should also have a mechanism for the instant revert from the DPO regarding the complaints and constant follow ups by the DPO until the complaints are redressed. The regulatory framework provides for the setting up of website by a DPO, and the same needs to be effectively implemented. The relevant clause is as under:-

“19. Setting up of website by the multi-system operator.-- Every multi-system operator, either directly or through his linked local cable operator, shall, before providing cable services through Digital Addressable System, establish a website which shall, inter-alia, contain the information pertaining to the services offered by such multi-system operator and the details of its complaint centre, complaint redressal system, complaint monitoring system, citizen charter, nodal officer etc.”

Clause 3 of the “Consumers Complaint Redressal (Digital Addressable Cable TV Systems) Regulations, 2012 (13 of 2012)” entails the various provision relating to establishment of complaint centers, accessibility, resources, customer care number to be toll free, response benchmarks. The regulation is iterated below:

“3. Establishment of complaint centre----(1) Every multi-system operator or his linked local cable operator shall, before providing the digital addressable cable TV services, establish a complaint centre in his service area, for redressal of complaints and for addressing service requests of his consumers.

Provided that the complaint centre for a service area shall provide the services in the local language of that service area in addition to Hindi and English.

(2) Every complaint centre shall be accessible to the consumers between 08:00 hrs and 00:00 hrs on all days of the week.

(3) Every multi-system operator or his linked local cable operator, as the case may be, shall deploy sufficient number of employees at his complaint centre to meet the Quality of Service parameters, as may be specified by the Authority from time to time.

(4) Every multi-system operator or his linked local cable operator, as the case may be, shall ensure that the complaint centre is accessible to his consumers through a “Consumer Care Number” having sufficient lines or connections.

(5) The “Consumer Care Number” shall be toll free.

(6) Every multi-system operator or his linked local cable operator, as the case may be, shall ensure that an Interactive Voice Response System (IVRS), if installed on a “Consumer Care

Number”, is operated in the following manner,---

(a) the first level of the IVRS provides for language selection;

(b) the second level of the IVRS provides for options relating to the broad categories of complaints and service requests;

(c) the third level of the IVRS provides for a sub-menu under complaints and service requests, separately;

Provided that the sub-menu in the third level shall also contain an option enabling the consumer to speak to a consumer care agent.

(7) Response time to the subscriber for calls made on “Consumer Care Number” by the subscriber, answered electronically;

(a) Eighty percent of calls to be answered within twenty seconds electronically;

(b) Ninety five percent of calls to be answered within forty seconds electronically;

(8) Response time to the subscriber for calls made on “Consumer Care Number” by the subscriber, answered by operator;

(a) Eighty percent of calls to be answered (voice to voice) by a person (other than by electronic means) appointed by the multi-system operator or its linked local cable operator, as the case may be, within sixty seconds;

(b) Ninety five per cent of calls to be answered (voice to voice) by a person (other than by electronic means) appointed by the multi-system operator or its linked local cable operator, as the case may be, within ninety seconds.

Explanation --- For the purpose of calculating percentage of calls referred to sub-regulation (7) and (8), the total number of calls made during a month shall be taken into account.”

The DAS QoS prescribes the time limit within which the complaints of the subscribers must be addressed by the MSO or the Nodal officer. The relevant provisions are reproduced below for the sake of brevity:-

“11. Time limit for redressal of complaints of the subscribers.– (1) Every multi-system operator or its linked local cable operator, as the case may be, shall adhere to the following time limit for redressal of complaints of the subscribers:-

(a) all complaints shall be responded to within eight hours of receipt of the complaint:

Provided that complaints received during the night shall be attended by the next day:

Provided further that in case the multi-system operator or its linked local cable operator, as the case may be, for any reason beyond its control, is not able to comply with the above mentioned Quality of Service parameter, he shall

communicate such reasons to the subscriber at the time of responding to his complaint;

(b) at least ninety percent of all 'no signal' complaints received shall be redressed and signal restored within twenty four hours of receipt of such complaint;

(c) at least ninety percent of all complaints, except the complaints relating to billing, shall be redressed within forty eight hours;

(d) no complaint referred to in clauses (b) and (c) shall remain unresolved beyond three days;

(e) all complaints relating to billing shall be redressed within seven days of receipt of the complaint from the consumer and refunds, if any, shall be made to such consumer within thirty days of receipt of the complaint.

(2) Every multi-system operator or its linked local cable operator, as the case may be, subject to any other provision in these regulations, may specify a system of discount or rebate to the subscriber due to interruptions in service and shall make the subscriber aware of such scheme

12. Time limit for redressal of complaints by Nodal officer.—*(1) In case a consumer is not satisfied with the redressal of his complaint by the Complaint Centre, such consumer may approach, the Nodal officer appointed or designated by the multi-system operator or its linked local cable operator, as the case may be, under regulation 8 of the Consumers Complaint Redressal (Digital Addressable Cable TV Services) Regulations, 2012.*

(2) The Nodal officer shall resolve or redress the complaints of subscribers within ten days from the date of receipt of the complaint.

13. Complaints forwarded to the multi-system operator by the Authority.—(1)

The complaints referred to the multi-system operator by the Authority shall be redressed or resolved by the multi-system operator or its linked local cable operator, as the case may be, in accordance with the provisions of the Consumers Complaint Redressal (Digital Addressable Cable TV Systems) Regulations, 2012.

(2) The multi-system operator or its linked local cable operator, as the case may be, shall resolve or redress such complaints within fifteen days from the date of forwarding of the complaints by the Authority.

(3) The multi-system operator or its linked local cable operator, as the case may be, shall inform the subscriber and the Authority regarding resolution or redressal of the complaint within thirty days from the date of forwarding of the complaints.”

Hence, provisions exist in the regulatory framework which prescribe the time limit during which the complaints of the subscriber are redressed by the DPO and the Nodal Officer. However, in the absence of the implementation mechanism, these provisions are not adequately enforced.

The suggestion regarding the outsourcing of the call centre facility to the third party agency may not result in effective redressal since the subscriber will not identify or relate with the third party while making its complaints. Any which way, the subscriber tends to call its service provider only in the event of any technical glitch or any other issue. If third parties are given this role, the liability of the DPO in terms of the regulations may also shift on the third party and the service provider may then shrug itself off from its responsibilities.

- Issue 51: What should be framework for implementation of electronic PMR?**
- Issue 52: What should be framework for auditing of the records for QoS regulatory compliance by DPOs? Please suggest appropriate measures along with justifications.**
- Issue 53: What should be framework for carrying out survey for QoS compliance and subscriber satisfaction?**
- Issue 54: What should be the framework and quantum for financial disincentives for non compliance to the prescribed QoS benchmarks? Please suggest appropriate measures along with justifications.**

In our considered opinion, provisions relating to the QoS compliance and reporting need to be brought in place and effectively implemented in order to keep a check on any deviations from the QoS parameters.

The regulatory framework should prescribe the inclusion of the parameters like including the technical standards, billing provisions, data pertaining to complaint redressal, subscriber base of the DPO in the PMR to be filed with the authority from time to time. The DPO should be mandated to adhere to this rule strictly and in the event of any non compliance or false reporting, the authority may call upon the DPO to show cause as to why the mandate is not being followed.

However, the fact that there are many small DPOs who are providing their services on a smaller scale and they might not have the necessary infrastructure to file their reporting with the authority in the digital format and hence, they may be allowed to file the physical copies of the reporting with the authority.

The regulatory framework also needs to prescribe for audit of the DPOs system twice a year in order to check whether the QoS parameters are followed by the DPO or not. The authority may also call for deliberations from time to time with all the DPOs in order to strengthen the QoS policy and further to address any grievance that the DPO may have pertaining to the compliance requirements.

The authority may from time to time also conduct household surveys so that the grievances from the subscribers are collected directly, and also for identifying the critical areas of improvement of the services provided by the various DPOs. The report of the surveys as well as the audit should be published on TRAI's website and made available to all and for any action required by the service providers.

Further, it is pertinent to analyze the relevant provision pertaining to non-compliance in the telecom sector. TRAI has already ascertained that any delayed action against the service provider is as good as ineffective and the customer is the main sufferer of poor quality of service. The Authority has provided specific monetary compensation to subscribers in addition to penalty to the service provider for violation of the regulation.

TRAI has elaborated in the explanatory memorandum to the Standards of Quality of Service of Basic Telephone Service (wireline) and Cellular Mobile Telephone Service Regulations, 2009:

“A combination of financial disincentive and penalty could act as a deterrent against poor Quality of Service”.

Further the TRAI also stated that:

“The Authority considered the above views of service providers and is of the opinion that apart from indirectly addressing Quality of Service through publication of the

Quality of Service provided by the service providers thereby enabling the customers to have an informed choice, the imposition of financial disincentives for ensuring Quality of Service is also an option. The Authority has already provided for financial disincentives in the case of unsolicited commercial communication through the Telecom Unsolicited Commercial Communications Regulations, 2007 (4 of 2007). The Authority may consider issuing similar regulations, separately, for imposing financial disincentives to ensure the compliance of quality of service regulations, after detailed analysis of the performance of service providers once these regulations are implemented”.

Under regulation 5A of the Standards of Quality of Service of Basic Telephone Service (wireline) and Cellular Mobile Telephone Service (Fourth Amendment) Regulations, 2009:

"If a cellular mobile telephone service provider fails to meet the benchmark of parameter specified under sub-regulation (1) of regulation (5), it shall, without prejudice to the terms and conditions of its license, or the Act or rules or regulation or order made, or directions issued, thereunder, be liable to pay an amount, by way of financial disincentive, not exceeding rupees one lakh per Parameter for the first contravention reported by the service provider in its quarterly report:

Provided that if the service provider fails to meet the benchmark of the same parameter consecutively in two or more subsequent quarters, he shall be liable to pay, by way of financial disincentives, an amount not exceeding rupees one lakh fifty thousand for the second consecutive contravention and not exceeding rupees two lakhs for each consecutive contravention occurring thereafter:

Provided further for any failure to meet the benchmark of a parameter, after the service provider has reported compliance of the said parameter in the previous quarter, he

shall be liable to pay the financial disincentives for such failure as applicable for the first contravention:

Provided also that no order for payment of any amount by way of financial disincentives shall be made by the Authority unless the cellular mobile telephone service provider has been given a reasonable opportunity of representing against the contravention of the regulation observed by the Authority.”

We therefore recommend that such provision should also be brought in this sector to deter non-compliance.

Issue 55: Should all channels carried on the platform of a DPO must be included and shown in the EPG? Justify your comments.

In our considered opinion, EPG details should include the details of the programs that are not subscribed by the subscriber. The EPG should further have an option of preview of the highlights of the major content of the channel in order to facilitate the subscriber to make informed choice.

The EPG, which is man machine interface, need to be improvised and made more user friendly. Preview of the channels on the EPG should be introduced. The composition of the bouquet can also be made available. The preview may also indicate the cost of subscribing to such channels to enable the consumer to take an informed decision accordingly. This will enable better utilization of the platform operators' latent capacity, improved monetization to broadcasters and may also help enhance the ARPUs. Since the preview is to be made available only for providing information, no additional cost should be levied on such preview options. The regulator may also introduce a set format of offerings on websites of each DPO so that the DPOs are not able to offer the channel in their own format and as per their own requirements.

The website layout should be made user friendly after being pre-approved from the regulator so that the offerings can be similar on all websites. Further user friendly apps should also be introduced so that the customer is properly informed about the offerings by the DPOs.

The content details should be shown alongwith the content appearing for the first time on any channel. Pay Per View should be regulated in the same manner as any other channel and the prices should be left to market forces for determination and hence should be kept to forbearance. Pay-per-view programs are the programs that are demanded by the customers when such options are given to the subscribers. The subscribers therefore, have the option either to subscriber or not to subscriber to such programs after taking into consideration the pricing for such programs. Hence, the tariff for pay-per-view program need not be regulated.

Further the manner of offering should be on non discriminatory listing of channels and all channels should feature genre-wise in the EPG of the DPO.

Issue 56: Stakeholders may also provide their comments on any other issue relevant to the present consultation.

None.