

RJIL/TRAI/2016-17/1581
06th February 2017

To,
Sh. Sanjeev Banzal
Advisor (NSL),
Telecom Regulatory Authority of India,
Mahanagar Doorsanchar Bhawan,
Jawahar Lal Nehru Marg, New Delhi 110002

Subject: Comments on TRAI's Consultation Paper on "Issues related to closure of Access Services" dated 30th November 2016.

Dear Sir,

Please find enclosed comments of Reliance Jio Infocomm Limited on Consultation Paper on "Issues related to closure of Access Services" dated 30th November 2016 for your kind consideration please.

Thanking You,
For **Reliance Jio Infocomm Limited,**


Kapoor Singh Guliani
Authorised Signatory



Enclosure: As above.

RELiance JIO INFOCOMM COMMENTS ON TRAI'S CONSULTATION PAPER ON
'ISSUES RELATED TO CLOSURE OF ACCESS SERVICES'
(Consultation Paper Dated 30th November 2016)

General Comments:

1. RJIL welcomes the Authority's decision to issue this consultation paper to deliberate the issues faced by the consumers and telecom service providers (TSP) due to closure of services by TSPs.
2. The UASL and CMTS licences were drafted on the premise of license validity period of 20 years as well as linkage to spectrum assignment, which is no longer the case. The changes in the policy regime brought in by the liberalisation of spectrum, policies on spectrum trading, spectrum sharing, virtual network operators, mergers and acquisitions and deployment of new technologies by licensees was possibly not envisaged at the time of granting these licences.
3. Further, as specified by the Authority, there are a multitude of reasons why continuity of Access Services is no longer assured, such as the licensee opting not to renew its license, the licensee failing to re-acquire its spectrum holding in a spectrum band, change of technology deployed by the licensee, Roaming arrangement(s) coming to an end, and sale of entire spectrum holding through Spectrum Trading. Therefore, as aptly specified by the Authority, there exists a lacuna in the current forms of the UASL and CMTS licences in contrast to the Unified License which includes specific provisions pertaining to discontinuance of service.
4. We submit that there is a need to include a clause similar to the Clause 30.3(b) of Unified License in the UASL and CMTS Licenses. Further the Clause 30.3(b) should also be amended to make the timelines more realistic and more consumer and business friendly.
5. Such amendment will check the uncertainty due to the Licensor's right to reject the discontinuation request. It would also avoid a situation where the Service Provider has given a notice of discontinuation of service to its subscribers and the Licensor rejects such request of the Service Provider, thereby abetting a situation where subscribers would have ported to other service providers while the Service Provider in question would have to continue providing the service due to the rejection of its request of discontinuation.
6. We submit that the spectrum trading guidelines are working well at the moment and have been arrived at post many deliberations. Therefore not much needs to be changed except for curtailing the situations in which a trading transaction could be rejected by the WPC/DoT. We submit that in view of the sufficient securities for the payment of dues to the WPC/DoT in the form of undertakings and Bank Guarantees, a trading transaction may be rejected only in



some limited specific scenarios. One more reform can be the removal of transaction charge of 1% and replacing this with an administrative charge not exceeding Rs.50,000/-.

7. The Mobile Number Portability Regulations are in operation for over 6 years now. Although there have been some amendments to address the emergent operational issues, however the Regulations itself have not kept pace with the fast changing market realities.
8. We submit that many aspects of the MNP regulations need to be changed to keep pace with changing ground realities. The first and foremost change required is in reducing the timelines for effecting the porting requests. The current 7 day timeline is too long in comparison with the international standards, where the porting requests are completed in a matter of minutes or a few hours. Such long 7 day timeline causes undue hardships to subscriber who has already decided to avail MNP and move to another network.
9. We understand that activities to be carried out by the Donor operators and the MNPSs can be completed in a few hours and adding the time required to intimate the Authorities regarding a number under legal intercept, 24 hours should be sufficient to complete a porting request post submission of the request for any mobile number.
10. Another area of improvement is in the realm of porting of corporate connections. The Corporate connections are by definition the connections owned and paid for by the Corporate with no individual ownership of mobile numbers. Therefore the decision on the porting of such connections would also be a corporate decision, therefore one UPC for all corporate porting connections should be sufficient.
11. In addition to these amendments, we suggest that the Authority may include a few more facilitating changes for subscribers of the service providers opting to close their services. These changes should include unique and identifiable UPCs for faster porting, longer validity of UPC, suspension of certain rejection reasons for a porting request etc.
12. We further submit that the definition of porting in the MNP Regulations should be amended to exclude the technology based porting in the same service provider. Such activity should not be considered as porting activity and as the subscribers remain with the same service provider, their tariff protection, talktime and other benefits should be ensured.
13. Another issue that needs to be addressed with regards to the MNP Regulations is the prevailing practice of retention efforts carried out by the Donor Operators. These are illegal and in breach of MNP regulations and Tariff regulations. The Authority must take strong note of such actions by TSPs and penalise them appropriately.



14. RJIL believes that clear and precise communication to the subscribers in the case of closure of service is paramount. The service providers should be mandated to provide the information related to closure of services, porting facilities, last date to consume balance and port out etc. in clear and time bound manner.

15. Conclusions:

1. Service providers should be provided with an exit clause in all the service licenses.
2. The powers to disallow closure of service and spectrum trading with the DoT/WPC should be only in exceptional circumstances.
3. The MNP regulations need to be modernised with the changing scenarios. Timeline for MNP must be reduced from 7 days to not more than 24 hours.
4. Attempts to block MNP and retention attempts by TSPs in case of MNP are against license conditions and MNP Regulations and must be prevented by the Authority.
5. The regulations should enable sufficient communication and ease of portability for the subscribers.

Our issue wise comments are given below

Q1 Is there a need for modification of the UASL and CMTS licences in line with Clause 30.3(b) of UL, for those licensees who have liberalized their administratively allocated spectrum?

RJIL response:

1. RJIL submits that in a market driven sector with large gestation period and investment requirements, the licensees should have ease of doing business. The ability to offer and close services based on their market potential are one of the basic elements of ease of doing business. Therefore we submit that an exit clause should be provided in all service licenses.
2. We also agree with the Authority's view that there is a need for modification of the UASL and CMTS licences in line with Clause 30.3(b) of the UL for those licensees who have liberalised their administratively allocated spectrum. Therefore, analogous provisions to Clause 30.3(b) of the UL can be introduced in Clause 10 of the UASL (Suspension, Revocation or Termination of Service) and Clause 15 of the CMTS (Termination of the Licence) so as to incorporate the abovementioned situations of discontinuation of service.
3. We submit that minimum 60 days' notice to the Licensor and the Authority before closing a service, as provided under the clause 30.3 (b) may also be reduced to 30 days. We submit that 30 days is a sufficient time period for notification of closure of a service. The Authority, vide the 52nd amendment to the Telecom tariff Order 1999, has already decided that the notice



period for closing a tariff plan, to a subscribers subscribed to the said tariff plan and the notice to the Authority should not be less than 30 days.

4. We submit that the closure of service timelines should be made analogous with the above provision as the unavailability of a particular service will have the similar consequences for the subscriber as the discontinuation of a tariff plan. Therefore the notice period for discontinuation of a service should not be more that 30 days.
5. The proposed amended clause is as below.

Clause 30.3(b) of UL

“Licensee may discontinue any of the service, under a Service Authorization, to its subscribers, by giving notice to Licensor and TRAI of at least 30 Calendar days in advance with reasons. In that case it shall also notify all its subscriber by sending a 30 Calendar days’ notice to each of them. The effective date of discontinuity of Service can be 31st Calendar day counted from the date of receipt of such notice by the Licensor.”

Q.2 Should discontinuation of services being provided through a particular technology, say CDMA, be treated same as discontinuation of any of the service under a Service Authorisation as per Clause 30.3(b) of UL? Please provide details along with justification.

RJIL response:

1. As noted by the Authority, the Unified Licensing regime is technology neutral. Clause 2.2(i) of the Unified License prescribes- “The Licensee may establish, operate and maintain Telecommunication Networks and telecommunication services using any technology as per prescribed standards in the service area as per scope of services authorized under this License. In case, the Licensee obtains Access Spectrum, the terms and conditions of the allotment of spectrum regarding use of technology shall be applicable.”
2. The spectrum is already delinked with the licence and allocated only through auction. The Notice Inviting Auctions (NIA) for spectrum allocation, categorically stated that there is no restrictions on the technology to be adopted for providing services within the scope of the service license using spectrum allotted through auction and the service provider is only required to provide details of the technology proposed to be deployed for operation of its services using spectrum allotted through the auction within one month of obtaining the licence, if the technology happens to be other than GSM/ WCDMA/ LTE/ CDMA.
3. Furthermore, the NIA provides that in case of change of technology (other than GSM/ WCDMA/ LTE/ CDMA), while rolling out the networks for compliance of roll out obligations,



information regarding the new technology should be given at least one year before any new technology Base Station site is offered for testing. The technology should be based on standards approved by ITU/TEC or any other International Standards Organization/ bodies/ Industry.

4. Another pertinent point to be noted is that the old 2G technologies are slowly being phased out all over the world, and the telecommunication networks across the globe are rapidly moving from voice centric to data centric services with Voice services also being offered on the data networks and same is the case in India.
5. From the perspective of a telecom service provider, the change in technology is prompted primarily by the redundancy of the technology deployed. Service providers have to move along with the technological developments. This is generally beneficial for both consumers as well as service providers. However the change in technology is not easy to achieve for a service provider. The service provider has to reinvest in the network at substantial costs, therefore it is reasonable to assume that the change in technology will not be carried out on frivolous grounds. Further the service provider has no interest in acting against the interest of its own consumers as the consumers are its primary source of revenue.
6. From the consumer's perspective, there can be an issue in switching a technology. There can be the implicit device cost factor in this scenario. The only recourse remaining to a consumer, who does not want to change the device is porting out from the existing network to another network supporting the said technology.
7. However, this will become more complicated when the technology itself is on its way-out like the CDMA technology recently and the GSM technology over 1800/900 MHz band in the foreseeable future. In this scenario the subscriber will have to replace devices. However, the service provider can overcome this hurdle by providing handset bundling offer options to such subscribers at the time of porting to facilitate smooth transition. Besides, we have to accept the fact that certain devices will become redundant with the passage of time and that the device lifecycle is also limited, therefore the subscribers anyhow have to invest in new devices periodically. The primary focus needs to be the clear and sufficient communication to the consumers of the impending change. In that aspect, we do not see a difference in closing a service or altering the technology to provide the service.
8. In case the TSP has decided to discontinue existing technology and provide alternate technology to its subscribers, it is utmost important that the subscribers should be made aware of such changes and also expected actions at user levels like change in end user devices for continuation of services. Further, the fierce competition implies that the TSPs will do everything permissible to retain existing subscribers and hence TSP may be allowed such leverage as the Authority deems fit.



9. However, in our view, any change in the technology does not tantamount to closure or discontinuation of service within the meaning of Clause 30.3(b) of the UL since the service provider still continues to operate and provide telecom service to its subscribers, albeit with different technology. In case, change in technology will be treated equivalent to 'discontinuation of service', it would have adverse and unintended effects e.g. any event constituting a 'discontinuation of service' under the license agreement would constitute a breach/ event of default under the financing documents of the service provider.
10. Therefore, we submit that the discontinuation of any service being provided through a particular technology should **not** be treated at par with the discontinuation of any service under the Service Authorisation as per Clause 30.3(b) of UL and the Authority should recommend separate instructions in the case of change of technology ensuring that the consumer interests are protected in the case of change of technology.

Q.3 What other conditions in these licenses be modified so as to keep pace with the developments? Please justify your answer.

RJIL response:

1. We submit that considering the scope of this consultation pertains to the issues around closure of access services, we do not believe any more changes are warranted in the license agreement in that respect.
2. Additionally, there are certain procedural issues with Mobile Number Portability that need to be addressed. We are submitting our detailed comments in response to relevant question of the consultation paper.

Q.4 Regarding spectrum trading process, the Stakeholders are requested to comment upon the following:

- (a) Is there a need to define a time-limit for DoT to take into its records the prior intimation given by TSPs regarding the spectrum trading? Please suggest time-lines for different activities within the Spectrum Trading Process.
- (b) Should the advance notice period to subscribers' be enhanced from 30 days period to say, 60 days, in case of closure of services so that a subscriber has sufficient time to consume his talktime balance? Please provide justification to your response.
- (c) If a TSP is selling its entire spectrum in the LSA and intends to discontinue its access services being provided to its subscribers, should the TSP give the 60 days' advance notice to Licensor, TRAI and its subscribers, only after the spectrum trading is acknowledged by DoT/WPC as suggested in Para 23?



(d) Give any other suggestion to improve the existing Spectrum Trading Process.

RJIL response:

1. RJIL submits that the spectrum trading guidelines are sufficient in its present form, barring some tweaks to provide operational efficiency.
2. Our recommendation is to give a 15 day timeline to the DoT/WPC to come out with their objections, if any to the proposed spectrum trading otherwise it may be deemed that they have no objections to the proposed transaction. This time line is sufficient as under the spectrum trading guidelines, there are sufficient safeguards to protect the financial risks to the Government ranging from the Bank Guarantee and undertakings by the Licensees.
3. We further submit that, in case of selling the entire spectrum holdings, the TSP should be required to issue notices to the DoT, TRAI and its subscribers on the 16th day of the intimation to DoT/WPC of the spectrum trading proposal.
4. In India, the most popular talktime recharges are of Rs. 50 and below, similarly the popular special tariff vouchers are with validity of 30 days or less. With the current average minutes of usage and call tariffs in the market, 30 days is sufficient time period to consume the talktime and entitlements for most of the subscribers, therefore we feel that 30 days' notice is sufficient before the closure of services by a service provider.
5. We appreciate the Authority's concern for a service provider closing its services post trading of spectrum, however we submit that the best remedy would be to facilitate the smooth trade of spectrum. Therefore we submit that the proposal that the DoT/WPC should come out with its objections to the spectrum trading arrangement within 15 days of notification by the service providers and only post the approval or deemed approval the closing service provider should notify its subscribers on the 16th day.
6. We further submit that the exit process of service providers should be made easier as any TSP who decides to exit the business is compelled to take such decision when it is unable to reap the expected results in form of profits during a certain period of time even after making investments in technology, spectrum and man power or has run out of capital for investment. Thus when TSP foresees no hope of further sustainability in the market or has no access to capital for further investment, it decides to exit the business so as to curtail any further losses being accumulated on day to day basis. In such a scenario, it is not advisable for the TSP to continue in service as it may incur liabilities that it is not able to service.



7. We submit that the spectrum trading process should be further simplified and the provisions like 1% trading charge should be removed and the administrative charged should be capped at Rs.50,000/- per trading transaction.

Q.5 What mechanism should be put in place to ensure that subscribers are informed about the closure of services/change of access technology transparently and effectively by the TSPs? Should TSPs be directed to follow a specified mode of communication(s) as detailed in para 30 for informing subscribers or what could be other mode of communications?

RJIL response:

1. We submit that clear and sufficient subscriber intimation is paramount in the case of closure of services. The existing regulatory framework does not prescribe a fixed methodology to address this issue and the mode and manner of subscriber intimation in this case has been left entirely to the service provider's discretion.
2. The Authority, however, has intervened whenever it deemed fit, for instance, in the case of 2G judgment passed by the Hon'ble Supreme Court, 122 licenses were cancelled resulting in many telecom services providers being directed to close their services which were being provided pursuant to the cancelled licenses. TRAI had issued directions for the service providers to inform their subscribers about the closure of services via SMS or in writing and to inform new subscribers at the time of enrolment. However we understand there should be standing mechanisms to address such issues.
3. Therefore RJIL agrees with the Authority that disconnection of a subscriber's mobile number without adequate intimation to the affected subscriber is a serious issue which needs to be considered and safeguarded.
4. In this regard, it should be made mandatory for the Service Provider to adequately inform the subscriber about the discontinuation of its services by specifying the following:
 - a) Date of discontinuation of services.
 - b) Available talk time balance and number of days to utilise the same.
 - c) Availability of option to port its number to another service provider including the procedure for porting.
 - d) Customer care number for any related assistance.
5. The above information should be provided to the subscribers by multiple modes which should include:
 - a) Weekly newspaper ads in both national and regional languages;



- b) Biweekly SMS notification;
- c) Weekly IVR messages;
- d) Publication on its website;
- e) Retail points of sale and complaint centres of the service provider.

6. Accordingly, the Telecom Consumers Protection Regulations (TCPDR) which mandates intimation, publication and advertising related obligations on the Service Provider should be amended to include the additional obligations as discussed above in the event of termination of service.

Q.6 Will it be appropriate that the responsibility of verification of time-period elapsed since the last porting (i.e. 90 days period) be shifted from MNPSF to the Donor Operator so that subscribers' port-out requests are accepted irrespective of his age on network in case of closure of services?

RJIL response:

1. It is submitted that Guidelines for Mobile Number Portability (MNP) Service License as well as the MNP License Agreement strictly prohibits an MNPSF from holding, either directly or indirectly, any equity in any TSP licensee Company, hence, they need to act as independent bodies without any influence/ interference/ work-sharing from TSP. Therefore, keeping in view this principle, we recommend that the responsibility of verification of time-period should remain with MNPSF.
2. However, RJIL submits that closure of a service by a service provider is a scenario where the declared intention of the service provider is to exit the business, therefore many protections provided to the service provider under the MNP Regulations 2009 will become infructuous.
3. The provision regarding 90 days cooling period post one porting was introduced with a view to provide sufficient time to the service provider to cover its acquisition costs, however this provision will have no meaning when the service provider itself is not in a position to offer services for 90 days. In addition, in the case of closure of service the prime focus needs to shift towards providing continued service to the consumer.
4. Similarly other protections incorporated for the service provider to enforce a contractual agreement will also become redundant as the service for which the contract is executed will not be available in 30 days' time, therefore the rejection reason that *'there are subsisting contractual obligations in respect of which an exit clause has been provided in the subscriber agreement but the subscriber has not complied with such exit clause'* would also become redundant and it will be more consumer friendly to allow the porting of such subscribers as well.



5. In view of the above, RJIL submits that in case of the closure of service, the following clauses of the MNP Regulations 2012 'Grounds for rejection of porting request by Donor Operator' of MNP Regulations of 2009 should be waived:

- a) the porting request has been made before the expiry of a period of ninety days from the date of activation of a new connection;
- b) there are subsisting contractual obligations in respect of which an exit clause has been provided in the subscriber agreement but the subscriber has not complied with such exit clause;
- c) the validity period of the UPC has expired before its receipt by DO.

Q.7 In case a TSP changes the access services technology and asks his subscribers to migrate to newer technology, should the tariff protection, carry-over of unused talk-time balance and benefits be extended to such subscribers upon migration to new technology for the contracted period?

And

Q.10 Will it be appropriate that the change of technology within a licensee (TSP in a given LSA) be removed from the definition of MNP?

RJIL response:

1. The definition of porting as mentioned in the MNP Regulations is as under:

““porting” means the process of moving, by a subscriber, of his mobile number or numbers, as the case may be, from one Access Provider to another Access Provider or from one mobile technology to another of the same or any other Access Provider”

However, Regulation does not get into the details of the implementation modalities when the MNP is effected for a change in technology within the same service provider. As in this case both the Recipient and Donor operator will be the same many steps and checks in the MNP Regulations will become redundant.

2. Further, TSPs have misused provisions of this requirement in the past by not offering the choice to customers for change in technology. Operators have interpreted the meaning of change in technology liberally as there was some ambiguity in the regulations as captured in the following examples:

- a) The dual technology operators followed the complete MNP process while changing a subscriber from CDMA to GSM technology and vice versa. The subscriber was treated as a new subscriber in the ported in technology;



- b) The 3G operators in 2010, on acquiring 3G spectrum, migrated all their 2G customers to 3G without consent of the customers and made 3G a default service on same SIM cards and CAF credentials. This was in complete breach of the license and MNP conditions and should not have been allowed. Infact such actions should have been penalised severely as not only were these inconsistent with license conditions, but also done without customer consent;
- c) Some operators on deploying 4G technology followed the same strategy and moved all their willing subscribers to 4G compatible SIM cards without ever bothering about the MNP Regulations. It is pertinent to point out here that the deployment of 4G technology necessitated moving to a completely new technical specifications and compatible handsets, thus it is in fact a change in technology in all senses. However, these operators started provisioning new SIM cards with same mobile number to their subscribers, under the garb of SIM up gradation in consonance with technology up gradation. This is not in compliance with the existing regulations and was a breach by these operators.

In view of the above, we submit that this aspect of the regulations needs more deliberation and clarity.

- 3. While MNP for change in technology was relevant in the past and had been incorporated in the regulations for the right reasons, RJIL submits that technology based porting may not have much significance in the fast moving technical scenario going forward. Currently, we are in an era of liberalised spectrum and converged networks, where even the handset devices support a large number of spectrum bands and technologies, therefore the subscriber of a service provider is not bound to a particular spectrum band and technology and in fact he/she is seamlessly moving around. Therefore in keeping pace with the technology the definition of porting may be revised to the following:

“porting” means the process of moving, by a subscriber, of his mobile number or numbers, as the case may be, from one Access Provider to another Access Provider.

However, the above does not mean that operators who did not follow the process of MNP in case of change in technology in the past should be condoned. All operators who did not follow the MNP process for change in 2G connections to 3G and then for change in 2G/3G connections to 4G must be held accountable for breach of license conditions and regulations and penalised appropriately.

- 4. On the related aspect of treatment towards tariff protection, carry-over of unused talk-time balance and benefits that are already extended to the subscribers on change of technology



by the service provider, we submit that as the change is effected by the service provider and the subscriber continues on the same account and number, all his tariff protections and benefits may be carried forward.

Q.8 How much time period should be given to the subscribers to port-out after closure of commercial services i.e. for how long the system should remain active to facilitate porting? Should the validity of the UPC in such cases coincide with such time period?

RJIL response:

1. We submit that this question has two aspects. On one hand the protection of the consumer interest is paramount and on the other hand the exiting service provider should be allowed an easy exit without putting undue burdens. The optimum solution should be beneficial to both the concerned parties.
2. RJIL submits that as porting at closure of service by the TSP is a special case within the MNP scenario, all efforts should be made to facilitate the porting. For this we submit the following measures:
 - a) The validity of UPC should be extended to 30 days.
 - b) Reasons for rejection of porting, as detailed in our response to question no. 6 should be deleted from the MNP regulations.
 - c) The service provider should be required to keep its systems up to facilitate porting, post notification of closure of service.
 - d) Post the 30 days period, all the reasons for rejection of porting should be suspended and the MNPSs should facilitate porting on receiving a request, without following the processes pertaining to the Donor Operator.

Q.9 What other changes should be made in the MNP Regulation to ensure smooth bulk porting-out of the subscribers in the event of closure of access services or change of access technology by any TSP?

RJIL response:

1. RJIL submits that the current MNP process does not provide a ready solution to a subscriber in dire need. In fact the process is more complicated than getting a new connection and it generally takes 7 days to complete. Therefore, in consumers' interest, the Authority may consider to make requisite changes in the MNP Regulations at the earliest to ensure faster porting.



2. We submit that Mobile Number Porting should not take more than 24 hours to take effect even during the normal porting process, although the best international practices are of porting being completed in around 30 minutes, however in our case, slightly more time can be taken to account for mobile numbers under legal intercept as this would involve informing multiple Authorities. However 24 hours should be the timeline to complete even these formalities.
3. All the activities by a Donor Operator can logically be completed by a single look-up in the CRM of the service provider thus the timelines for the DO should not be more than 2 Hours at the most. Similarly the activities by the MNPS can be completed in 4-6 hours. Keeping the buffer time of 12 hours for intimating the Authorities in case of legal intercept, we can safely say that the MNP can be effected in 24 hours for all subscribers.
4. We submit that these changes will not only facilitate the subscriber of a closing service provider but other service providers during the normal course of business as well.
5. The subscribers can opt MNP for a myriad of reasons including QoS, billing disputes, better tariffs, better network etc. However the subscriber is forced to live with his current service provider despite having exercised the right to move away from it, for at least 7 more days. This leads to many practical difficulties, the worst case being the subscriber living without any service for 7 days, causing irreparable loss. Therefore we submit that the most critical reform to facilitate the subscribers will be ensuring a faster porting.
6. Additionally, The Authority can mandate generation of pre-identified UPC codes which will be put on a fast tracked porting to facilitate the bulk porting of the subscribers for a closing service provider.

Q.11 Is there a need for an alternative mechanism to MNP for bulk transfer of subscribers from one TSP to other TSP(s)? If yes, please give suggestions.

And

Q.12 Should a TSP be allowed to transfer its subscribers, who have not been able to port-out to other TSPs before closure of service, to another TSP whenever the services being rendered by that TSP are going to be discontinued? What can be associated issues and challenges? Please provide details.

RJIL response:



1. RJIL submits that in case the procedural changes suggested in the above paragraphs are implemented then there will be no need for the additional measures to facilitate the consumers in case of closure of service by a service provider.

Q.13 If there are any other issues relevant to the subject, stakeholders may submit the same, with proper explanation and justification.

1. The current prevailing MNP Regulations were framed in 2009, with further revisions in the Bulk customer porting regulations in 2013. However, we submit that a lot of issues are still faced in bulk porting process.
2. The limit of 50 numbers imposed on a single porting request was implemented in order to ensure that there are no errors in the feeding the numbers, however it has in fact become a major pain point for the Bulk porting requests by larger groups.
3. The current subscriber verification instructions do not put a limit on the number of subscribers for a corporate customer, therefore all the required connections can become subscriber at one go under a single CAF, however the MNP limitation of the 50 numbers at one go puts unreasonable restrictions on a corporate seeking to move its connections to another service provider.
4. The faulty and arbitrary implementation of this provision by the Donor operators leading to rejection further causes confusion to the proceeding. Sometimes a request for all numbers is rejected for even one UPC mismatch or outstanding against one number. Thereby leading to a situation where the porting by a large corporate becomes a humongous exercise, stretching into many months. The only party that really suffers in this case is the Corporate that wanted to port out, for a long period of time it is required to bear with the services of the Donor operators for no fault.
5. The Authority in the 5th amendment to MNP Regulations dated 22.07.2016 had discussed the issue of providing Corporate MNP on a single UPC generated by the Authorised Signatory of the company, however it did not implement the same as this required a change in the existing framework, where the UPC for the porting should be generated only by the porting mobile number. We submit that as the Authority is looking at the revisions in MNP regulations, this option may also be re-evaluated and implemented.
6. Corporate connections, by definition are owned and paid-for by the corporate, therefore it is in fact the single customer for a service provider. Thus in case it seeks porting then the same should be facilitated on a single request and at the earliest.



7. Another issue that needs to be addressed with regards to the MNP Regulations is the prevailing practice of retention efforts carried out by the Donor Operators. These are illegal and in breach of MNP regulations and Tariff regulations. The Authority must take strong note of such actions by TSPs and penalise them appropriately.

