

Please find herewith the COUNTER-COMMENTS submitted by Master Swayamjit Roy to the comments submitted by following stakeholders on TRAI's MSO-LCO Model agreement consultation paper.

- 1 All India Digital Cable Federation
- 2 CABLE OPERATORS SANGRAM COMMITTEE
- 3 Tamilnadu Cable TV Service Provider Association
- 4 DEN Networks
- 5 GTPL HATHWAY P Ltd
- 6 Hathway Cable and Datacome Limited
- 7 IndusInd Media and Communications Ltd
- 8 Siti Cable network Ltd.
- 9 IndiaCast Distribution Pvt Ltd
- 10 Lt. Col (Retd.) V.C. Khare
11. Priyank Chandra

1) That after perusing the comments of the other respondents, it is obvious that Model Agreement proposed is written by MSOs their benefit. Even the feeble attempts by TRAI to address the imbalance is being objected to by MSOs. Accordingly, I protest that the draft agreement is unfair to consumers. I strongly object, in particular to clause 21 (CONFIDENTIALITY) and clause 20 (TRANSFER) which are both highly mischievous clauses and anti-consumer. It is SHOCKING that TRAI has included these clauses in this agreement, and I strongly urge that these be deleted. Clause 21 strongly goes counter to spirit of Right to Information and Freedom of Speech and Expression considering that the MSOs and LCOs are monopoly /duopoly for consumers.

2) I substantially agree with Col Khare that descriptions of contracting parties like "MSO","LCO" and their registration status are inconsistent with the parent Cable TV Act and Rules. It is not clear why MSOs cannot provide DAS signal directly to consumers or why an LCO cannot distribute his own (local) TV channels in a DAS format. It seems to me that by agreements such as this the TRAI is mischievously putting a regime of "walled gardens" to favour a few foreign encryption providers to deliberately throttle the "free speech" fundamental rights of citizens to distribute their views and opinions over cable television eg. for political and religious reasons. An ordinary citizen now will never be able to broadcast his own political speech over cable television directly unless he submits to either the foreign media moguls (like Mr. Rupert Murdoch) or Indian media moguls (like Mr.Mukesh Ambani) who seem to have TRAI in their deep pockets when it comes to framing favorable regulatory documents. ACCORDINGLY I suggest that clause (A) and (B) of the titles of the contracting parties be properly amended.

3) After persusing the comments of MSOs, I suggest (in consumer interest) that Clause 3.1 be amended as follows:

a) That the right to terminate should arise only after an advance notice of 30 days expires.

b) That the time to cure material breaches / deficiencies be reduced to 15 days.

4) For purposes of Clause 4, I suggest (in consumer interest), it must be explicitly provided in these agreements that all subscribers are to also be served copies of every advance written notices of clause 3. The subscribers should not suffer as a result of commercial disputes between MSO and LCO. The explanation to Clause 4.2 and 4.3 must be retained and also be significantly strengthened to ensure that subscribers are not prejudiced in disputes between up-stream suppliers of broadcast signals. It must be specifically mentioned that MSOs shall not unilaterally disconnect any TV signal to subscribers during tenure of disputes and it shall be the responsibility of the MSO to migrate the subscriber premises equipment ("SPE") to another LCO within 48 hours of any signal disconnection to LCOs. It is very strange that TRAI has not mandated COMPULSORY open source devices and Interoperability of DAS decryption devices, ie. SPE, installed at subscriber premises which would properly regulate MSO mafia tactics with their proprietary STBs. At clause 4.4 I say the base rate of SBI is already very high at around 9% pa, so it is curious why TRAI is favouring the parties with an additional 2 percent. I suggest that the rate be fixed at SBI's base rate only so that no tariff burden on this account devolves on consumers ultimately. The demand for some MSOs to enhance this rate by 4% is obnoxious and objected to.

5. I submit that Clause 17 of model agreement is obnoxious and cannot be imposed.

6. I again point out that the blackmailing mafia tactics of MSOs when it comes to providing support for their STBs is very bad and there must be proper agreements . From 26th Dec 2015 till date we are unable to watch cable TV at home only because MSO - M/s HATHWAY and my LCO are fighting over who is to provide me the replacement for their defective STB remote (which hardly lasted 2-3 months) and if there is any warranty on such parts of their equipment.

Sincerely

Master Swayamjit Roy

New Delhi 110078