



PB/VIL/100
6 February 2017

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Advisor (Networks, Spectrum and Licensing),
Telecom Regulatory Authority of India
Mahanagar Door Sanchar Bhawan
Jawahar Lal Nehru Marg (Old Minto Road)
New Delhi-110002

Dear Sir,

TRAI Consultation Paper on Issues related to Closure of Access Services dated 30.11.2016

Please find attached Vodafone's response to the Authority's Consultation Paper on Issues related to Closure of Access Services dated 30.11.2016.

We hope that our submissions will merit your kind consideration and support.

Warm Regards,

P Balaji
Director- External Affairs, Regulatory & CSR

Copy to : **Shri. R. S. Sharma, Chairman, TRAI**
: **Shri. Anil Kaushal, Member, TRAI**
: **Shri. Sudhir Gupta, Secretary, TRAI**
: **Shri. R. K. Singh, Joint Advisor, TRAI**

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Vodafone Response to TRAI Consultation Paper on Issues related to Closure of Access Services dated 30th November 2016

Vodafone is pleased to respond to the issues raised by TRAI in its Consultation paper on Issues related to Closure of Access Services dated 30th November 2016. Our issue wise response is given below:

Q.1 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?

a. There is a distinction between Change in technology and change in service, which should be clearly understood before this question is responded to.

b. Definition of Service given under license is as follows:

UL: "82. SERVICE means collection, carriage, transmission and delivery of messages over Licensee's network in Service Area as per authorization under this License."

UASL: "55. "SERVICE" covers collection, carriage, transmission and delivery of voice or non-voice messages over Licensee's network in licensed service Area and includes provision of all types of services except for those requiring a separate licence."

c. It is very clear from above definitions that as per License, Service is agnostic of technology and basically covers the voice or non-voice messages. In our view, wireline (also called as fixed line), wireless (also called as cellular / mobile and includes), Internet Telephony (to the extent implementable under the license) Internet services, Broadband services, IPTV etc can be termed as broader category of services. Further, under Wireline and Wireless, there are sub-categories of Services viz Voice call, SMS, Data, VAS etc.

d. Considering above, our view is that a UASL/CMTS licensee can also discontinue a service without going for liberalization of spectrum. For e.g. Discontinuation of cellular services but, continuation of wireline services and vice-versa. Discontinuation of IPTV services but, continuation of cellular services.

e. As it is important that the license provisions should provide for such cases also, we submit that UASL/CMTS licenses should be made at par with Unified License in terms of notice required before discontinuation of service, and it should be modified for incorporation of clause no 30.3(b) of Unified License for discontinuation of different type of Services permitted under UAS/UL



- f. Besides, we would also like to submit that liberalization of spectrum will not lead to discontinuation of service, as a licensee will continue to offer the Services, albeit under a different technology. We thus submit that as long as the licensee continues to provide Services, over same technology or different/higher technology, it cannot be treated as discontinuation of services.

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.

- a. In our view, as long as the TSP continues to offer wireless service, any change in the underlying technology, cannot be construed as discontinuation of Service thus, it would not and should not invoke licensing provisions related to discontinuation of services.

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

- a. No comments.

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.

- a. It is imperative that the spectrum trading process is robust enough and takes care of the interests of all concerned stakeholders. It should take care of:
- i) Consumer's interest of information in case of all spectrum being traded leading to discontinuation of service
 - ii) DoT's responsibility to raise objection within reasonable time.
 - iii) Buyer's concerns that he is informed of objections within a reasonable timeline and no further obligations or process steps are introduced which can jeopardize trading.
 - iv) Seller's concerns on additional steps/obligations post approval, which can jeopardize the trading or delay the legitimate use of spectrum post approval/deemed approval of trading.



b. Considering above, we submit that:

A. For cases where entire spectrum in all bands is not being traded:

- i) We believe that the time limit of 45 days provided in the guidelines is sufficient for intimating and concluding a spectrum trade.
- ii) While we believe that there is no requirement to lay down separate timelines for specific steps, if at all such timelines are to be considered, TRAI may recommend that the
 - DoT should raise its objections, if any, to the trade within 15 days of the joint intimation
 - The buyer/seller to respond to /meet such objections within 15 days
 - Spectrum trade concluded within 45 days.
- iii) Upon such conclusion of trade, there is only administrative requirements of earmarking, network codes transfer etc, which DoT /WPC can issue within 1 working day of such approval/deemed approval.

B. For cases where the entire spectrum in all bands is being traded:

- i) As this would tantamount to closure of services, the extant provisions of 60 days' notice to licensor and TRAI and 30 days' notice to consumers should apply.
 - The Spectrum Trading guideline should be aligned with Licensing conditions for such cases where the trade is resulting in a closure of services and the 45-day timeline may be extended to 60 days for such cases.
 - In case of joint intimation being made separately for each band or for part-spectrum, then 60 days should apply to last tranche of spectrum trading application which, if allowed, would lead to entire spectrum being traded.
 - 30-day notice to consumer should be mandatory to be given before the end of 60-day timeline given vide Joint intimation.
 - DoT may be required to give an in-principle approval within 30-days, whereafter the consumers may be informed accordingly.

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?

- a. We believe that steps to inform the consumers should be left to the individual TSPs and that there is no requirement of a regulatory mandate in this regard.
- b. At best, we submit that TRAI may lay down guiding principles to be followed by a TSP on information to consumers, which should be informed to TRAI/DoT as well.



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 MNPSP to the Donor Operator so that subscribers' port-out requests are accepted irrespective of his age on network in case of closure of services?

- a. No, the responsibility should not be shifted from MNPSP to Donor Operator. Instead, the 90-day Age on network as Ground of rejection, should be dispensed with in such scenarios of closure of services and MNPSP and Donor operator should ensure such configurations.
- b. It is mandatory for the TSP closing down services, to inform DoT/TRAI and TRAI should in turn direct MNP service provider (under intimation to all other TSPs) within 2 working days for waiving the check of such 90-day period.

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?

- a. Yes, we submit that in case of migration from one technology to other, the tariff protection, carry-over of unused talk time balance, etc., may be extended over to the new technology.

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?

- a. As submitted above, the 30-day notice period is sufficient for subscribers to port out to other operators prior to closure of commercial services. There should be no requirement to keep the system active, after closure of commercial services, else it will complicate the system and processes.
- b. The validity of UPC should not be extended; in fact, UPC expiry should be dispensed with as a Ground of rejection under MNP process in case of closure of services.

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?

- a. We do not support any bulk porting of subscribers or forced choice on consumers under any circumstances, including closure of services. MNP being a facility for subscribers, should be maintained in true spirits and should only be allowed to be availed at the choice and behest of the subscriber and not of the operator. Forced bulk porting is akin to trading of subscribers and would involve other serious concerns, and should not be allowed under any circumstances.



- b. In last few cases of closure of services, TRAI had issued additional codes to cater to the bulk UPC codes to be generated by TSP closing the services, we recommend continuation of such facilitation by TRAI with timely intimation to all TSPs, in consumer's interests.

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?

- a. As submitted above, we believe that as service providers can deploy any /all technologies in their liberalized spectrum, it would be desirable to remove change of technology from the definition of MNP. Change of technology requirements on liberalized spectrum are already covered under respective NIAs.
- b. We believe that the change of technology was included in the definition of MNP by TRAI for dual spectrum operators that are /were operating two licenses/services under the same license and for having separate revenue buckets for the purpose of SUC payments, and therefore, moving from GSM to CDMA was to be done through MNP and separate LRNs were also issued for CDMA and GSM to such licensees. We believe that the TRAI should assess whether the reasons for this distinction are valid and take a reasoned decision in this regard.

Besides the above question-wise response, we wish to state that in the consultation paper, various reasons have been mentioned which may lead to discontinuation of services at Chapter-II sub-clauses (i) to (v) viz. Licensee opting not to renew its license, licensee failing to re-acquire spectrum in a spectrum band, change of technology, roaming arrangement coming to an end, sale of entire spectrum holding through Spectrum Trading; In our view, considering the definition of Service under license and our comments at question no 1 above, such reasons would not necessarily lead to Service discontinuation and can only be evaluated on a case to case basis.

As long as licensee is able to deliver Services over its' own network, irrespective of spectrum band or technology, it cannot be treated as service discontinuation under the existing licensing and Regulatory framework.

New Delhi
6 February 2017