



Dated the 11th April, 2012

DIRECTION

Subject: Direction under section 13, read with sub-clauses (i) and (iii) of clause (b) of sub-section (1) of section 11 of the Telecom Regulatory Authority of India Act, 1997 on ensuring compliance of the terms and conditions of Unified Access Service License and 'Continuity of Service' to subscribers by M/s Etisalat DB Telecom Private Limited

No.116-7/2012-MN----- Whereas the Telecom Regulatory Authority of India [hereinafter referred to as the Authority], established under sub-section (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997) (hereinafter referred to as the "TRAI Act"), has been entrusted with discharge of certain functions, *inter alia*, to ensure compliance of terms and conditions of licence; to regulate the telecommunication services, protect the interests of consumers of the telecom sector; ensure technical compatibility and effective inter-connection between different service provider; lay-down the standards of quality of service to be provided by the service providers and ensure the quality of service and conduct the periodical survey of such service to be provided by the service providers so as to protect the interest of the consumers of telecommunications service;

2. And whereas M/s Etisalat DB Telecom Private Ltd has, vide their letter No. TRAI/Regu/807/12, dated 22nd March, 2012, in

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response to TRAI's letter No. 116-7/2012-MN dated 16th March 2012 inter-alia, informed as under:-

"...EDBTPL does not intend to continue operations in India after 31st March 2012 in view of the unprecedented and unexpected Judgment of Hon'ble Supreme Court invalidating EDBTPL's UAS licenses....".

3. And whereas the Hon'ble Supreme Court has, vide its judgment dated 2nd Feb, 2012 in Writ Petition (Civil) No. 423 of 2010 and No. 10 of 2011 inter-alia, held as under -

"81.....

- i. "The licenses granted to the private respondents on or after 10.1.2008 pursuant to two press releases issued on 10.1.2008 and subsequent allocation of spectrum to the licensees are declared illegal and are quashed.
- ii. The above direction shall become operative after four months."

4. And whereas the clause 30.3 of the Unified Access Service (UAS) License provides as under:-

*"The LICENSEE shall ensure continuity of services to its customers unless License is Terminated or Suspended by the Licensor **for any reason whatsoever.**"*

(Emphasis supplied)

5. And whereas clause 10.3 of UAS License provides as under:-

"LICENSEE may surrender the LICENSE, by giving notice of at least 60 Calendar days in advance. In that case it shall also notify all its customer of consequential withdrawal of




SERVICE by sending a 30 Calendar days notice to each of them.....”

6. And whereas the clause 10.8 of UAS License, inter-alia, provides that it is the responsibility of the Licensee to maintain Quality of Service and reads as under:-

“It shall be the responsibility of the LICENSEE to maintain the Quality of Service, even during the period when the notice for surrender/ termination of LICENSE is pending and if the Quality of Service is not maintained, during the said notice period, it shall be liable to pay damages.....”

7. Now therefore, in exercise of power conferred upon it under section 13 read with sub-clause (i) and clause (iii) of clause (b) of sub-section (1) of section 11 of the Telecom Regulatory Authority of India Act, 1997 (24 of 1994), the Authority hereby directs M/s Etisalat DB Telecom Private Limited to comply with all the provisions of the Unified Access Service License, ensure continuity of service to its subscribers and maintain the quality of service till its license is operational and furnish the compliance report to the Authority within a period of three days from the date of issue of this direction.


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To,
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