



TV TODAY NETWORK LTD.

India Today Group Mediaplex

FC 8, Sector 16 A, Film City, Noida – 201301

Tel: +91 120 4908600 Fax: +91 120 4325028

Website: www.aajtak.in

CIN No : L92200DL1999PLC103001



To,

Mr. S.K. Singhal
Advisor (B&CS)
Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhawan
Jawahar Lal Nehru Marg
New Delhi-110002

02.06.2016

Dear Mr. Singhal,

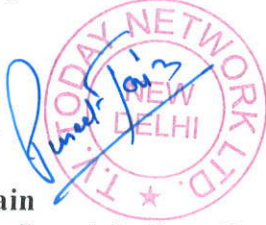
Subject: Ref. Consultation on Interconnection framework for Broadcasting TV Services distributed through Addressable Systems.

Please find enclosed herewith the comments from TV Today Network Limited (TVTN) with regard to the captioned Consultation Paper.

Thank you.

Yours sincerely,

For TV Today Network Limited



Dr. Puneet Jain
Group Head - Legal & Compliances



**Consultation Paper on Interconnection framework for broadcasting TV Services
distributed through Addressable Systems**

TV Today Network Limited's comments on the Consultation Paper are as follows:

1. From a broadcaster's perspective, a common interconnection regulatory framework should be mandated for all addressable systems. This will bring clarity to the broadcasters and will ensure that deals will be easy to execute and bring transparency. This would also ensure that no single addressable system has a distinct advantage over the other thereby ensuring a level playing field.
2. As mentioned in previous consultation responses, until 100% digitisation is achieved, linkage of fees to subscription numbers would be tough to implement in RIOs. However, post digitisation, depending on consumer patterns, the possibility of linking the two can be re-evaluated.
3. The TRAI already prescribes the parameters within which both the broadcasters and the MSO/LCO/DPO must agree in terms of the RIO. With such parameters having already been laid down, it would need to be separately assessed whether these parameters have seriously failed and therefore whether there is a consequent need to take a relook at these parameters. Further, since the TRAI and the Competition Commission both are empowered to ensure that a level playing field is made available to industry players, the adherence to the aforementioned parameters is automatically ensured.
4. As aforementioned, the fact that the TRAI sets out the parameters within which the broadcasting industry must function ensures non-discrimination. And, as long as the parties to an RIO are within the said parameters, confidentiality must be ensured, in order that pertinent business/financial information is not divulged to other entities which may use the same to put either party to the RIO to a disadvantage. In order to ensure transparency, all details are already being provided to the Regulator. The difference between an SIA and an RIO would therefore be significant, as the parameters set out by both currently appear to be the same.
5. The price impact on the consumer/subscriber comes about only as a consequence of the purchase of set top boxes, and the cost of pay channels. The must carry, must provide and non-exclusivity arrangement ensures that subscribers, irrespective of how they gain access, have unrestricted access to channels of various genres. The maximum benefit will come to the subscriber if all channels are made FTA. This, coupled with the fact that the cap on advertising limit, as sought to be enforced by the TRAI and challenged vide the existing writ petitions before the Delhi High Court, poses serious issues which need to first be sorted on priority.
6. A DPO must not have a unilateral right to drop a channel. If there are concerns as regards the subscription for a channel, the same should be brought to the notice of the broadcaster and a mutual decision must be taken thereafter. The DPO having the sole right to determine whether or not a channel must be dropped, defeats the must carry provision.
7. The fact that the RIO is not only made available to the TRAI, but also put up on the website for the world at large to access and evaluate automatically ensures compliance. This point also

emphasizes the transparency of the existing system and makes redundant the question on whether records relating to the RIOs must be made public. The fact remains that the RIOs are a public document, and stakeholders *inter se* can use the same at any time against each other if the same are not in compliance with the law. Further, the current existing time limit on a civil suit (in terms of the CPC) should be extended to raising an objection on the terms and conditions of the RIOs.

8. The onus of completing a technical audit within the prescribed time should not lie squarely on the broadcaster. As already mentioned in the Consultation Paper (CP), the broadcaster is to put down in writing and inform the distributor that it has delayed the audit process, so as to keep the broadcaster indemnified. This, however, does not serve the purpose, as this too places the onus only on the broadcaster. Instead, if a penalty is imposed on the distributor for creating delays, and/or the broadcaster instead of writing to the defaulting distributor brings in the TRAI which can then issue appropriate directions to the errant distributor, the delays may be avoided.

9. An appropriate dispute resolution forum for fixing the responsibility of delay has been suggested. Is this forum to be one of the existing forums (judicial/quasi-judicial) or will this be a fresh creation, and possibly a jury of peers?

10. As aptly highlighted by the CP, there are far too many cases where a DPO can refuse to carry a channel, and by contrast there is no such scenario where a broadcaster can refuse a signal without being in default of the law. Infact, the present CP even proposes a possible situation where the DPO can drop a channel if the subscription for the same falls below a certain level. While the response to that particular issue is dealt elsewhere in this response, it may be pertinent to link this point with point 8 above, inasmuch as the DPO may be penalised for delays caused by it, by refusing to provide it the channel. Listing all the possible situations, in the RIO, in which a broadcaster may refuse granting signal to a DPO may be unrealistic as in case there is a situation that doesn't fall within one of the listed categories, a broadcaster may be forced to not take any action, thereby causing it a loss.

11. We propose that only one interconnection agreement is adequate for the complete territory of operations permitted in registration of MSO/IPTV operator. MSO shall be allowed to expand the territory within the area of operations as permitted in its registration issued by MIB with advance intimation to the broadcaster, with the broadcaster having an option to re-negotiate the fee with the MSO in view of the expansion in territory.

12. We propose having a minimum term of an interconnection agreement subject however to apt termination provisions contained therein, which can enable a party to terminate the deal if it so desires. Regarding conversion from FTA to Pay channels, it is stated that broadcasters shall not be mandated to provide prior notice to DPO's before converting FTA into Pay channels.

13. We do not advocate having a single notice period to be given to a service provider for disconnection of signals. Since different reasons/causes may be attributable for a party disconnecting the signals, there is a need to have distinct periods for disconnection of signals. Further, the present period for disconnection of agreements would serve the purpose.

14. We are not in view of the regulations prohibiting the broadcasters and DPO's from displaying the notice of disconnection, through OSD in full or on a partial part of the screen for the sake of transparency. Further, the present methodology for issuing notice of disconnection period in the regulations would serve the purpose. Also, we favor that the publication of notice of disconnection in newspapers be dropped.

15. There shall be no prohibition on appointment of an MSO, directly or indirectly, as an agent of a broadcaster for distribution of signal. Further, broadcasters should not be mandated to report their distributor agreements with the agents, to the authority for examination of conflict of interest.

16. We agree to the view that it should be made mandatory to the new MSO to provide the copy of current invoice and payment receipt as a proof of having clear outstanding amount with the last affiliated MSO. The broadcaster should also be allowed to deny the request of new MSO on the grounds of outstanding payments of the last affiliated MSO.