

November 15, 2016

Telecom Regulatory Authority of India ("TRAI")

Mahanagar Doorsanchar Bhawan,
Jawaharlal Lal Nehru Marg, New Delhi – 110002

Ref: Consultation paper on the draft Standards of Quality of Service and Consumer Protection (Digital Addressable Systems) Regulations, 2016 ("**Consultation Paper on Draft QoS**").

Dear Sirs,

We, IndiaCast Distribution Private Limited, show our appreciation to the opportunity extended by the TRAI to the stakeholders to participate, by way of this Consultation Paper on Draft QoS and the cause thereof.

With best determination and effort to support TRAI in establishing a uniform regulatory environment in the Broadcasting and Cable TV industry with efficient and effective competition whilst maintaining the highest quality of service to the end consumers, we would like to bring our observations/comments to the attention of TRAI.

In context of the same, and due to paucity of time (in view of TRAI's deadline to file responses to Consultation Paper on Draft QoS), we hereby attach our preliminary comments to the Consultation Paper on Draft QoS for TRAI's kind consideration.

For any further clarification, TRAI may write to us or contact us.

By way of abundant caution, we state that the present response is not, and is not intended to be, a complete statement of the facts or law as they may pertain to this matter or of our position, rights or remedies, legal or equitable, all of which are specifically reserved by us.

Yours Sincerely,

For IndiaCast Distribution Private Limited

Authorized Signatory



IndiaCast Distribution Private Limited

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**PELIMINARY COMMENTS OF INDIACAST DISTRIBUTION PRIVATE
LIMITED TO THE CONSULTATION PAPER**

**ON DRAFT STANDARDS OF QUALITY OF SERVICE AND CONSUMER
PROTECTION (DIGITAL ADDRESSABLE SYSTEMS) REGULATIONS,
2016**

DATED OCTOBER 10, 2016

PRELIMINARY RESPONSE ON BEHALF OF INDIACAST DISTRIBUTION PRIVATE LIMITED TO THE CONSULTATION PAPER ON DRAFT QOS PROMULGATED BY TRAI ON OCTOBER 10, 2016, ON THE DRAFT STANDARDS OF QUALITY OF SERVICE AND CONSUMER PROTECTION (DIGITAL ADDRESSABLE SYSTEMS) REGULATIONS, 2016 (“Draft QoS Regulations”).

At the outset, it is submitted that in order to achieve efficiency, transparency and neutrality at digital distribution platform’s end, *inter-alia*, for ensuring protection of interests of all stakeholders in the value chain (including end consumers), it is of paramount importance that Draft QoS Regulations should be first verifiably implemented and tested. Further, it is only after successful implementation and assessment of the Draft QoS Regulations that the draft Telecommunication (Broadcasting and Cable Services) (Eighth) (Addressable Systems) Tariff Order, 2016 (*with proposed amendments*) (“**Draft Tariff Order**”) and the draft Telecommunication (Broadcasting and Cable Services) Interconnection (Addressable Systems) Regulations, 2016 (*with proposed amendments*) (“**Draft Interconnection Regulations**”) should come into force.

Our comments to the Draft QoS Regulations are without prejudice to our rights and contentions, including in any ongoing or future litigations, and we reserve our rights to modify, change and submit further comments or counter comments to clarify our position on the issues under this Consultation Paper on Draft QoS Regulations. Further, our comments to the Draft QoS Regulations are in addition to and not in derogation of our submissions made in our response dated June 17, 2016 that was filed by us to TRAI’s consultation paper titled ‘Consultation Paper on Issues related to Quality of Services in Digital Addressable Systems and Consumer Protection’ dated May 18, 2016. By way of abundant caution, we state that submissions made in the said response are reiterated and may be deemed to be forming part of the present comments, and that they are not being repeated herein for the sake of brevity.

It is respectfully submitted that verifiable implementation of the Draft QoS Regulations by TRAI ought to be a condition precedent before any attempt is made by the TRAI to implement the Draft Tariff Order and/or the Draft Interconnection Regulations. It is also submitted that

unless TRAI ensures existence of proper infrastructure and compliance of Draft QoS Regulations at the end of distributors of TV channels, any attempt to implement the Draft Tariff Order and/or the Draft Interconnection Regulations will have an adverse and cascading effecting on all stakeholders. In this regard, it is submitted that TRAI does not seem to have done any exercise on a pan-India level to ascertain whether or not distributors of TV channels are in a position to implement the Draft QoS Regulations, or for that matter to evaluate if distributors of TV channels are even following the existing QoS regulations framed by TRAI.

Without prejudice to our rights and contentions that TRAI ought to implement the Draft QoS Regulations (*with proposed amendments*) first before proceeding to make changes as sought to be made by TRAI in the existing tariff and interconnection regime, and in the alternative, we are submitting our response to the points suggested by the TRAI in the present Draft QoS Regulations. The same is being done with an aim to bring it to TRAI's attention that even the Draft QoS Regulations has inherent shortcomings, which need to be addressed else, it will have adverse impact on all stakeholders. It is reiterated that our comments to the Draft QoS Regulations are without prejudice to our rights and contentions, including in any ongoing or future litigations. We reserve our rights to make such further comments and/or other submissions as may be required.

1. SHORT TITLE AND COMMENCEMENT:

- (i) In Clause 1(3) of the Draft QoS Regulations, TRAI has proposed that the Draft QoS Regulations shall come into force within one hundred and eighty (180) days' from date of its notification. It is submitted that while we have no objection if TRAI wishes to grant 180 days' time to distributors of TV channels to implement the Draft QoS Regulations (*with proposed amendments*), however, it is imperative that the Draft Tariff Order (*with proposed amendments*) and the Draft Interconnect Regulations (*with proposed amendments*) ought to be kept in abeyance till such time the Draft QoS Regulations (*with proposed amendments*) is implemented on a pan-India level by distributors of TV channels.

2. DEFINITIONS:

- (i) It is submitted that while defining the term “subscriber”, the TRAI has unilaterally not taken into account two distinct classes of subscribers in existence today, namely, ‘commercial subscribers’ and ‘ordinary subscribers’. Accordingly, the definition of subscriber needs to be revisited by TRAI. In this regard, it may be noted that the Explanatory Memorandum to the Draft QoS Regulations also fails to provide any reasoning for providing a generic definition of the term “subscriber” and have also failed to deliberate upon the need for maintaining the distinction between ‘commercial subscribers’ and ‘ordinary subscribers’. It is further submitted that TRAI, even in its consultation paper dated January 29, 2016, on ‘Tariff Issues related to TV Services’, had not raised any issue relating to ‘commercial subscribers’. It is submitted that instead of making the said change, TRAI should consider all aspects relating to ‘commercial subscribers’. In this regard, it is submitted that we had suggested in our response to the said consultation paper, that TRAI should consider revisiting the definition of commercial subscribers/establishment. However, we observe that the TRAI has not taken into account suggestions made by different stakeholders. It is pertinent to mention here that TRAI, at this stage, cannot deviate from its own past understanding with respect to one of the major issues that governs the tariff dynamics in the broadcasting industry, viz., ‘commercial subscribers’, and has to address the same.

3. PROVISION OF TV BROADCASTING SERVICES:

- (i) In clause 3(2) of the Draft QoS Regulations, TRAI has specified that every distributor of TV channels shall adopt consumer friendly methods employing multiple means **such as** telephonic call to Customer Care Centre, short messaging services (SMS), e-mail, mobile apps, etc., to enable customers to request subscription of TV broadcasting services. In this regard, it is submitted that the use

of words 'such as' in the said clause does not obligate a distributor of TV channels to mandatorily adopt the specified methods. It is for this reason, TRAI ought to make the methods specified in clause 3(2) (specially 'apps') to be mandatorily adopted by distributors of TV channels. In this regard, it may be noted that such approach would be beneficial to consumers, will also improve efficiencies and provide convenience to customers by giving them multiple options. Further, Apps specially are cost effective and most relevant considering that majority of people these days have access to smart phones.

- (ii) Clause 3(3) of the Draft QoS Regulations *inter-alia* stipulates that – “*Every distributor of TV channels shall provide TV broadcasting services to every person making a request for such services subject to technical and operational feasibility.*” In Clause 3(3) of the Draft QoS Regulations, there is no provision which provides for an operator communicating to a subscriber seeking connection about *technical or operational non-feasible in providing connection*. It is pertinent to bring to the attention of TRAI that the existing Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012 (12 of 2012) (“**DAS QoS Regulation**”) *inter-alia* obligates a distributor of TV channels to provide response relating to technical and operational non-feasibility, which seems to have been overlooked by the TRAI in the Draft QoS Regulations. Hence, Clause 3(3) of the Draft QoS Regulations should be modified accordingly by TRAI to bring it in-line with Clause 6 of the DAS QoS Regulation. In this regard, Clause 6 of the DAS QoS Regulation is reproduced below for TRAI’s ready reference:

“6. Communication of technical or operational non-feasibility.— In case it is technically or operationally non-feasible to provide connection, reconnection, shifting of service or supply of set top box at the location where the services are requested by the applicant, the multi-system operator or linked local cable operator, as the case may be, shall inform the applicant within two days of receipt of the application, indicating the

reasons as to why it is technically or operationally not feasible to provide the service sought by the applicant and for the purposes of this regulation the technical non feasibility includes the following:-

(i) the location where the service is required is not accessible or is accessible at a cost, which the subscriber is not agreeable to bear;

(ii) the location where the service is required is accessible but it is not technically feasible to provide the quality of signals to the extent specified in sub-regulation (2) of regulation 18 of these regulations; and

(iii) the location where the service is required falls outside of the area of operation of multi-system operator or its linked local cable operator, as the case may be.”

- (iii) In the interests of transparency and in best interests of the subscribers seeking connection, it is proposed that that distributors of TV channels should be mandated to publish on their website the relevant geographical areas where they are providing services. Response to any request confirming to provide signal or any denial of signals due to technical non-feasibility, should be communicated to a subscriber within a prescribed timeline *(it is suggested that such timeline shall not be more than 24 hours and notification may be undertaken through email, short messaging service, on-call service, mobile Apps)*. TRAI ought to prescribe a format of a monthly report, which is to be submitted by distributors of TV channels to TRAI on a monthly basis, in order to enable TRAI to monitor compliance of the same by the applicable distributor of TV channels. This will also help in reducing the turnaround time by a distributor of TV channels to provide signals of channels to subscribers.

4. PROCEDURE FOR CONNECTION:

- (i) Clause 4(4) of the Draft QoS Regulations stipulates that: *“(4) Subscriber management system shall assign a unique identification number to every subscriber which shall be communicated to the subscriber.”* TRAI should consider mandating that a unique identification number which has been assigned to a subscriber in the subscriber management system on the network of a distributor of TV channels should also be communicated to such subscriber through email, short messaging service, on-call service, mobile Apps and such number should also be prominently displayed on the monthly bill and receipts issued by the distributor of TV channels or local cable operator, as the case may be, to the subscribers.
- (ii) In the Draft QoS Regulations, TRAI has not stipulated conditions relating to return/surrender of the customer premise equipment (CPE), including refund of purchase price of the equipment after adjusting depreciation. Additionally, a subscriber who wishes to surrender or return CPE to a particular distributor of TV channels, the regulatory framework should mandate that the Customer Application Form and the Manner of Practice itself should lay down the procedure for the return/surrender of CPEs. It is noteworthy to bring to your attention the following provision from the existing DTH QoS Regulation, which should be suitably incorporated in Draft QoS Regulations:

“The Telecommunication (Broadcasting and Cable) Services (Seventh (the Direct to Home Services) Tariff Order, 2015 (2 of 2015) April 01, 2015 - relating to refund on surrender of connection in DTH platform provides that –

(1) The DTH operator shall give to every subscriber an option to return the customer premises equipment in all schemes and for all types of the customer premises equipment: Provided that there shall be no obligation

on DTH operator to take back the customer premises equipment if it is tampered with or is not in a working condition at the time of its return.

(2) On return of the customer premises equipment by the subscriber, DTH operator shall refund,-

(a) if the customer premises equipment has been acquired under the standard scheme, the total depreciated value of the said equipment; Provided that if the subscriber discontinues DTH services during the lock-in period and returns the customer premises equipment, DTH operator may deduct, from the amount paid by the subscriber, the depreciation charges for the entire lock-in period.

(b) if the customer premises equipment has been acquired under a rental scheme, the amount paid by the subscriber as the interest free refundable security deposit.

(c) if the customer premises equipment has been acquired in a scheme other than the standard scheme and rental scheme, the amount paid by the subscriber for the customer premises equipment, after deducting the amount of depreciation applicable on such customer premises equipment under the standard scheme:

(3) The depreciation on the price of the customer premises equipment specified by the DTH operator under clause 4 shall be calculated using straight line method at the rate not exceeding 1.7 per cent for every completed calendar month or part thereof.

(4) The DTH operator shall designate one collection centre in every district headquarter for surrender of customer premises equipment.

(5) Every DTH operator shall provide a toll-free telephone number for registering the request of the subscriber for return of the customer premises equipment and shall display the details of such toll-free telephone number on its website.

(6) The DTH operator shall, on the request of the subscriber, collect the customer premises equipment from the premises of the subscriber and may deduct an amount not exceeding rupees three hundred as the collection charge from the amount refundable to the subscriber. Provided that the DTH operator shall not charge any amount as collection charge from the subscriber if the subscriber deposits the customer premises equipment at the designated collection centre of DTH operator.

(7) The DTH operator shall not deduct any other charges by any other name from the amount refundable to the subscriber on return of the customer premises equipment.

(8) There shall be no obligation on the DTH operator to make any payment to the subscriber for the return of customer premises equipment after five years from the date of its purchase by the subscriber.

(9) Every DTH operator shall, within fifteen days of receipt of a request from the subscriber, collect the customer premises equipment from the premises of the subscriber.

(10) Every DTH operator shall, within fifteen days of the receipt of the customer premises equipment, ensure payment of the amount refundable to the subscriber."

(The said tariff order is sub-judice before the Hon'ble TDSAT).

Also, Clause 6(4) stipulates that *“Every DTH operator shall specify the details of the amount refundable to the subscriber on the return of the customer premises equipment as specified in Schedule II to this order and publish them on its website.”*

It is submitted that TRAI has not considered incorporation of similar provisions in Draft QoS Regulations due to which loopholes relating to the aforesaid issues have been created, which is against consumers/subscribers interests.

Further, in Clause 4(6) and Clause 4(7) of the Draft QoS Regulations, TRAI has not factored need for payment of installation charges and activation charges by a subscriber to distributor of TV channels considering that in any event subscribers will be paying separate rentals to distributors of TV channels. It is submitted that there is no basis for need and quantum of installation charges and activation charges proposed to be payable by subscribers to distributors of TV channels.

5. SUBSCRIPTION OF ADDITIONAL CHANNEL(S) / BOUQUETS:

- (i) Clause 6 of the Draft QoS Regulations stipulates that *“Subscription of additional channel(s) / bouquet(s).— (1) Every distributor of TV channels upon request from a subscriber, shall activate additional a-la-carte channel(s) or bouquet(s) available on its platform within a period of seventy two hours.”* TRAI should consider specifying that composition of bouquet subscribed by a subscriber should not be changed by the distributor of TV channels for the initial period of six months of subscription and the subscriber should also not be allowed to change the subscribed channel(s)/packages for initial period of six months.

6. DISRUPTION OF SERVICES:

- (i) Clause 10(1) of the Draft QoS Regulations stipulates that *“In case signals of TV broadcasting services to a subscriber are continuously disrupted for a period*

exceeding 72 hours, the distributor of TV channels shall not charge such subscriber for the entire period of such disruption. Provided further that nothing contained in this sub-regulation shall apply in case the disruption is caused due to natural calamities.” TRAI should consider mandating the distributors of TV channels to inform subscribers about any continuous disruption of service exceeding 24 hours. Pre-planned disruption of TV service for preventive maintenance should also be informed to the subscriber by distributors of TV channels well in advance.

- (ii) Clause 8 of the existing DAS QoS Regulations provides for the situations where disruption of signals happens for preventive maintenance. The relevant clause is reproduced for the sake of easy reference:

“8. Disruption of signals for preventive maintenance.-- If signals to a subscriber is required to be disrupted for facilitating preventive maintenance, the multi-system operator or its linked local cable operator as the case may be, shall give a prior notice of at least three days to the subscriber if the disruption of the signals is not likely to exceed twenty four hours and in case the disruption in the supply of signal is likely to continue for a period exceeding twenty four hours, the multi-system operator or its linked local cable operator, as the case may be, shall give prior notice of at least fifteen days to the subscriber.”

With respect to the disruption of the signals for preventive maintenance, the provisions prescribed under the existing regulatory framework should continue to operate. In the event the disruption continues to exist even after the intimated period, the distributors of TV channels must on their own refund the average subscription fee calculated on the day to day basis for the entire period of disruption.

- (iii) In the event of technical fault with CPEs which disrupts the subscriber's channel viewing, then upon being notified of such fault by the subscriber, the distributor of TV channels must within 24 hours make alternative arrangement for the replacement of the faulty CPE till the original CPE is repaired.

7. SHIFTING OF CONNECTION:

- (i) Clause 11(1) of the Draft QoS Regulations stipulates that *“(1) In case a subscriber requests for shifting of his connection from one location to another, the distributor of TV channels or local cable operator, as the case may be, shall shift the connection within a period of seven days from the date of receipt of such request subject to technical and operational feasibility.”* The process of re-installing the connection at a new location does not involve the same process as in the event of a new connection. The only part of the process that is repeated is the installation of the equipment, and other processes could easily be verified beforehand. Hence, the time period of 7 days seems to be abnormally long. TRAI is requested to consider a maximum time period of 2-3 days for shifting of connection.

8. DISCONNECTION OF TV BROADCASTING SERVICES:

- (i) Clause 12(1) of the Draft QoS Regulations stipulates that *“The distributor of TV channels or local cable operator, as the case may be, upon request from the subscriber, shall disconnect TV broadcasting services to such subscriber within seventy two hours from the date of receipt of such request and refund the deposits, if any, due to the subscriber.”* TRAI has not provided for any timeline within which the refund of advances and/or deposits are to be processed and given back to a subscribers. Hence, Clause 12 of the Draft QoS Regulations needs to be aligned with Clause 7(1) of the existing DAS QoS Regulation. In light thereof, we suggest the clause be amended as below:

*“(1) The distributor of TV channels or local cable operator, as the case may be, upon request from the subscriber, shall disconnect TV broadcasting services to such subscriber and **refund the deposits, if any, due to the subscriber, within seventy two hours from the date of receipt of such request.**”*

Clause 7.1 of the DAS QoS Regulation is reproduced below for TRAI’s ready reference:

“(1) No multi-system operator or its linked local cable operator, as the case may be, shall disconnect the cable services to the subscriber without giving prior notice of at least fifteen days to such subscriber indicating the reasons for such disconnection and the period of fifteen days shall be reckoned from the date of receipt of the notice of disconnection by the subscriber.”

- (ii) There may be other situations for disconnection of TV broadcasting services: (a) disconnection of signals of the subscriber is due to reason(s) attributable to the default of the subscriber, e.g., due to non-payment of subscription fees, etc., and (b) the distributor of TV channels has to shut down its business owing to financial constraints or due to failure in regulatory compliances, etc.

- (iii) With respect to the scenario contemplated in para 8(2)(a) hereinabove, TRAI has not prescribed the procedure for disconnection of signals of the subscriber. In the event of default of payment of subscription fee by the subscriber, the subscriber at the first instance should be adequately informed about such default by all such opted modes, and as mentioned in the CAF. Before taking steps towards disconnection, the distributor of TV channels should give a 15 day notice. During the subsistence of the 15 day period, the distributor of TV channels may also continue to follow up with the subscriber for the payment of the outstanding dues

via all such modes as opted for in the CAF. TRAI ought to also mandate that the distributor of TV channels may also provide FTA channels to the subscriber even after the expiry of the 15 day period, for a minimum period of 15 days. Since the continuance of FTA channel does not add up to the existing outstanding on the subscriber, this option could be taken as another step towards constant reminder of the dues towards subscription amount. In addition to this, the distributor of TV channels may only be allowed to flash on screen of its home channel(s)/platform service(s) the due date and the outstanding amount to the subscriber so that appropriate steps may be taken by the subscriber. For clarity, distributor of TV channels shall not be permitted to run scrolls on any Broadcasters' channels.

- (iv) With respect to the scenario contemplated in para 8(2)(b) hereinabove, in a scenario where the distributor of TV channels has to shut down its business owing to financial constraints or due to failure in regulatory compliances, similar steps ought to be taken by the distributor of TV channels. Distributor of TV channels should start informing the subscriber at least one month prior to the anticipated date of occurrence of such scenarios. Apart from that, procedures for a formal intimation about the disruption/closure of service by the distributor of TV channels should be prescribed. The distributor of TV channels should give at least 21 days' notice to the subscriber in the event the distributor of TV channels anticipates closure of its network owing to different reasons. In such circumstances, running of scrolls by the distributor of TV channels on its network must be mandated.

9. PRICE PROTECTION TO SUBSCRIBERS:

- (i) Clause 13 of the Draft QoS Regulations stipulates that *"13. Price protection to subscribers. — (1) In case the charges for subscription of TV broadcasting services are paid in advance for a specific period by a subscriber, the distributor of TV channels shall continue to provide such services for such period to such subscriber*

without any increase in the prices.” TRAI may consider that in the event there is any change in the bouquet or the channel being dropped from the existing bouquet, the DPO should refund the proportionate reduction in the retail price of the dropped channel and within a prescribed timeline for such refund process.

10. CUSTOMER CARE AND COMPLAINT REDRESSAL:

(i) Clause 14(1) of the Draft QoS Regulations stipulates that –

“14. Customer Care Centre. — (1) Every distributor of TV channels shall establish a Customer Care Centre before providing TV broadcasting services to its subscribers for addressing their service requests and redressal of complaints and such centre:

(a) shall have a toll free “Customer Care Number” having sufficient number of lines or connections;

(b) shall be accessible, at least, between 08:00 hrs and 22:00 hrs on all days of the week;

(c) shall provide the services in the local language of the service area in addition to Hindi and English ;

(d) shall have an Interactive Voice Response System (IVRS) and

(e) shall have a web based complaint management system

Provided that Customer Care Centre set up under sub-regulation(1) of regulation 3 of Consumers Complaint Redressal (Digital Addressable Cable

TV Systems) Regulations, 2012 shall continue for the purpose of this sub-regulation and deemed to have been set up under these regulations.”

A call centre facility when integrated with the services being provided by the distributor of TV channels, will always result in the enhancement of the services and the consumer-service provider relationship becomes stronger. The difficulty for the distributor of TV channels however arises when a volume of calls are being received and the distributor of TV channels does not have the necessary infrastructure to handle the situation. It is thus advisable that the distributor of TV channels makes appropriate arrangement in this regard prior to the commencement of the services. The setting up of call centres by the distributor of TV channels should also include features pertaining to the auto registration of the complaints, call back option by the distributor of TV channels to the subscriber for redressal of the complaints, and instant conversion of the calls made by the subscriber. In the interest of the subscribers, the accessibility of the call centres should be set as 08:00 hrs till 00:00 hrs which is as per existing DTH QoS Regulation and also keeping in mind that due to proposed tariff and interconnection regulatory changes the frequency of customer interaction shall increase manifold which needs to be addressed. The setting up of call centres by the distributors of TV channels should also include features pertaining to auto registration of complaints, call back option by distributors of TV channels to subscriber for redressal of complaints.

- (ii) Clause 14(5) of the Draft QoS Regulations stipulates that *“The distributor of TV channels shall publicise the toll free number and the address of the web based complaint management system to its subscribers through multiple means of communications, such as TV scrolls, home channel, customer care channel, short messaging service (SMS), and through the bills and receipts issued by the distributor of TV channels or local cable operators, as the case may be.”* It is suggested that any TV scrolls run by distributor of TV channels should not be on

the broadcaster's channels but should be limited to the distributor of TV channels' platform services/home channel.

- (iii) In addition to the above, TRAI ought to also make provisions for registration of *complaints* by other modes like SMS and internet based complaint registration. In this regard, we wish to draw TRAI's attention to Clause 3 of DAS QoS Regulations which is reproduced below for ready reference:

"3. Establishment of complaint centre----(1) Every multi-system operator or his linked local cable operator shall, before providing the digital addressable cable TV services, establish a complaint centre in his service area, for redressal of complaints and for addressing service requests of his consumers.

Provided that the complaint centre for a service area shall provide the services in the local language of that service area in addition to Hindi and English.

(2) Every complaint centre shall be accessible to the consumers between 08:00 hrs and 00:00 hrs on all days of the week.

(3) Every multi-system operator or his linked local cable operator, as the case may be, shall deploy sufficient number of employees at his complaint centre to meet the Quality of Service parameters, as may be specified by the Authority from time to time.

(4) Every multi-system operator or his linked local cable operator, as the case may be, shall ensure that the complaint centre is accessible to his consumers through a "Consumer Care Number" having sufficient lines or connections.

(5) The “Consumer Care Number” shall be toll free.

(6) Every multi-system operator or his linked local cable operator, as the case may be, shall ensure that an Interactive Voice Response System (IVRS), if installed on a “Consumer Care Number”, is operated in the following manner,---

(a) the first level of the IVRS provides for language selection;

(b) the second level of the IVRS provides for options relating to the broad categories of complaints and service requests;

(c) the third level of the IVRS provides for a sub-menu under complaints and service requests, separately;

Provided that the sub-menu in the third level shall also contain an option enabling the consumer to speak to a consumer care agent.

(7) Response time to the subscriber for calls made on “Consumer Care Number” by the subscriber, answered electronically;

(a) Eighty percent of calls to be answered within twenty seconds electronically;

(b) Ninety five percent of calls to be answered within forty seconds electronically;

(8) Response time to the subscriber for calls made on “Consumer Care Number” by the subscriber, answered by operator;

(a) Eighty percent of calls to be answered (voice to voice) by a person (other than by electronic means) appointed by the multi-system operator or its linked local cable operator, as the case may be, within sixty seconds;

(b) Ninety five per cent of calls to be answered (voice to voice) by a person (other than by electronic means) appointed by the multi-system operator or its linked local cable operator, as the case may be, within ninety seconds.

Explanation --- For the purpose of calculating percentage of calls referred to sub-regulation (7) and (8), the total number of calls made during a month shall be taken into account."

Further, while in Clause 14(4) TRAI has specified response time for customer care centres, however, in the absence of any minimum benchmarks being specified by TRAI, the levels specified by TRAI would not be achievable. Further, in such absence, distributors of TV channels will get an opportunity not to invest in TRAI customer care centres on grounds that they never anticipated a larger number of calls. As such, TRAI with an aim to achieve the intention in clause 14(4), needs to conduct an exercise and laydown benchmarks on minimum number of customer case executives on the basis of slabs based on number of subscribers. To illustrate – it may be specified that for every 1,000 subscribers there should be at least 'x' number of customer case executives to handle the calls.

- (iv) It is noteworthy that in order to protect the interest of the consumers, TRAI, vide its Direction dated February 02, 2016, has directed all broadcasters, DTH operators, HITS operator, IPTV operators and MSOs to stop displaying any sort of notice by way of full or partial on screen display on TV Screens as the OSDs

published on the TV Screens were without any guidelines and usually used to obstruct the viewing of TV Channels. The relevant portion of TRAI Direction dated February 02, 2016, is reproduced below for TRAI's ready reference:-

“Direction to Broadcasting TV service providers, under section 13, read with sub-clauses (i) and (v) of clause (b) of sub section (1) of section 11, of the Telecom Regulatory Authority of India Act, 1997, to stop display notice of disconnection or discontinuation or non-availability of TV channels by way of full or partial 'on screen display' messages on TV screens.

Now, therefore, the Authority, in exercise of the powers conferred upon it under section 13, read with sub-clauses (i) and (v) of clause (b) of sub-section (1) of section 11, of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997), to protect the interest of service providers and consumers, directs all the Broadcasters, DTH operators, HITS operators, IPTV Operators and MSOs to stop displaying notice of disconnection or discontinuation or non-availability of TV channels by way of full or partial on screen display messages on TV screens immediately and report compliance within 21 days to the Authority.”

We suggest that this practice should continue and On-Screen-Display should not be permitted. However, information to customer by running scroll on home channel(s) / platform service(s) of the distributor of TV channels should be mandated for the benefit of subscribers.

11. MAINTAINANCE OF RECORD OF COMPLAINTS:

- (i) Clause 19(2) of the Draft QoS Regulations stipulates that *“The records referred to in sub-regulation (1) shall be kept for a minimum period of six months from the date of resolution of a complaint and the distributor of TV channels shall produce*

the records whenever called upon by the Authority.” Distributor of TV channels should be mandated to maintain record of all the complaints filed by the subscriber for a minimum period of three (3) year for any audit and monitoring of compliance purpose since, such period would also be in-line with stipulations of the Limitation Act, 1963.

12. BILLING AND PAYMENT:

- (i) It is submitted that TRAI’s ‘Explanation’ to Clause 21 of the Draft QoS Regulations specifying that it shall be open to a distributor of TV channels to generate bills for the subscribers either in its name or in the name of the local cable operator based on interconnection agreement needs to be modified to restrict invoicing only in the name of distributor of TV channels (and not local cable operators). This needs to be done so that there is clarity as to from which distributor of TV channels have signals originated. In the alternative, it is proposed that at best bills raised by distributor of TV channels can also specify name of applicable local cable operator. Further, TRAI should also mandate the timeline for redressal of grievance with respect to billing related complaints.
- (ii) Clause 22 of the Draft QoS Regulations provides that *“The Monthly billing cycle for pre-paid payment option shall be thirty days from the date of activation of services and for post-paid payment option the billing cycle shall be a calendar month”*. It is submitted that TRAI ought to stipulate that monthly billing cycle should be a minimum of thirty days.
- (iii) It is submitted that stipulation regarding on-line payments proposed by TRAI in proviso to Clause 24(2) of the Draft QoS Regulations in respect of post-paid bill payment should also be suitably incorporated in Clause 25 of the Draft QoS Regulations, which deals with pre-paid billing and payments. Further, there is no

reason why online payment options should be restricted to post-paid bill payments only.

13. CUSTOMER PREMISES EQUIPMENT:

- (i) It is submitted that in first proviso to Clause 26(7), TRAI ought to specify that: (a) in case of distributor of TV channels no visiting charges will be levied for any complaint relating to set top box, cables and viewing cards, (b) in case of DTH operators such visiting charges will additionally not be payable for complaints relating to dish antenna, and (c) no charges will be payable if there has been no visit to the premises of the customer in the immediately preceding three (3) months.

14. PUBLICITY OF INFORMATION BY BROADCASTERS:

- (i) Clause 30 of the Draft QoS Regulations stipulates that *“Every broadcaster shall publicise the MRP of its pay channel(s) and bouquet(s) through multiple means of communication such as website, scrolls in the concerned channels, periodically for wide publicity amongst the consumers and submit details of such measures to the Authority”*. TRAI has already stipulated similar provision under Clause 7 (3) of the tariff regulation draft 2016. Additionally, publicizing the MRP of channel by running scrolls should not be mandated and should be made optional to the Broadcasters.

15. DISPLAY OF CHANNELS IN EPG:

- (i) Clause 33(1) of the Draft QoS Regulations stipulates that *“Every distributor of TV channels shall list all the channels available on its platform in electronic programme guide in the respective genres along with applicable a-la-carte prices.*

Provide that in case pay channels distributor of TV channels shall indicate MRP declared by the broadcaster in the electronic programme guide and for the free to air channels such prices shall be indicated as zero". However, in order to control manipulated use of the said electronic programme guide, it is suggested that the TRAI should bring in regulation for non-inclusion of any form of content in the electronic programme guide, e.g., advertisements. Such restriction should be extended to any displays on screen of the channels which would interfere the viewing experience of the end consumers.

It is further submitted that proviso to clause 33(1) ought to be amended to reflect that distributors of TV channels should specify retail price of pay / premium channels as determined by them, and not MRP as specified by a broadcaster. This is being suggested since, a distributor of TV channels may be offering channels for subscription at a rate lower than MRP declared by a Broadcaster.

16. REPORTING TO AUTHORITY:

- (i) Clause 34 of the Draft QoS Regulations stipulates that *“(1) Every distributor of TV channels shall submit report for ensuring compliance of quality of service specified in these regulations in such format and in such periodicity as may be directed by the Authority from time to time.”* It is submitted that in order to ensure the complete and successful implementation of the Draft QoS Regulations, TRAI should mandate submission of quarterly report with the TRAI relating to technical standards, billing provisions, data pertaining to complaint redressal, subscriber base of the distributors of TV channels, etc. The same should also be published on the website of the distributor of TV channels. Such quarterly report should also be published on TRAI’s website to enable the customers to evaluate and compare QoS performance of various distributor of TV channels. This will also encourage healthy competition among distributor of TV channels.

- (ii) The distributor of TV channels should be mandated to adhere to the rules strictly and in the event of any non-compliance or false reporting, the TRAI ought call upon the distributor of TV channels to show cause as to why the mandate is not being followed, and if no justifiable reasons are found, then to take appropriate action as may be permissible in law.

 - (iii) The regulatory framework also needs to prescribe for audit of the distributor of TV channels system four times in a calendar year by TRAI or any other agency appointed by TRAI. This is to check the QoS parameters followed by the distributor of TV channels and also to verify/authenticate the reports submitted by the distributor of TV channels.
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