

F.No.303-6/2006-QOS
Telecom Regulatory Authority of India
A-2/14, Safdarjung Enclave, New Delhi – 110 029

Dated 29th August, 2006

To

All Cellular Mobile Service Providers
All Unified Access Service Providers
All Basic Service Providers

Subject: Direction under section 13 read with paras (i) and (v) of clause (b) of sub-section 1 of section 11 of the TRAI Act, 1997 on issue of Docket Number for customer complaints and termination of service.

The Authority has received several complaints from consumers regarding non-availability of facility with the service providers to correlate their previous interaction with the customer care helpline. It is noticed by the Authority that service providers do not give any Docket/ identification number for the calls made to their customer care helpline and in many cases they even do not keep a record of such interaction and action agreed in their Customer Relationship Management system.

2. The Authority has also received a number of complaints from consumers regarding bills being raised by the service providers even after a request for termination of service has been registered. As per these complaints, the service providers do not implement the request for termination of service until all the dues are settled. In some cases where the customer had gone out of service area on roaming the settlement of the dues takes a longer time. Meanwhile the service providers continue to raise bills for rental etc. even if the phone is not used. It is also found by the Authority that the customer is forced to pay pending bills or bills generated after his request for termination of service even if the service provider has the security deposit of the customer with him and the bill amount is lower than the security deposit. Also in some cases the service providers accept request for termination of service only in writing.

3. The Authority found that the customers face inconvenience on account of the failure on the part of the service provider to generate and settle the bills instantly on receipt of the request for termination of service. The Authority is of the view that non-termination of service pending settlement of dues is against the interest of the consumer and gives unfair advantage to the operator by way of rent etc. even when the customer is not using the service. The practice of forcing the consumers to pay pending bills when such bills could be realized from the security deposit of the consumer is also against consumer interest. The Authority also found that the service providers obtain the consent of the customers for the provision of various value added services through SMS, e-mail, fax, telephone calls etc. and therefore these mediums should also be available to the consumers for placing any request or for seeking clarifications or for lodging a complaint etc.

4. The Authority further feels that easy identification of different service requests/clarifications/complaints made by the consumers through unique docket numbers would benefit both the consumers and the service providers in addressing the consumers' grievances smoothly and efficiently. The unique docket number would help in tracking such requests and any complaint on this account could be minimized. In this way it would also be possible to check as to how many calls have been made against a particular telephone. If the request is for value added services, the charges for which are of recurring nature, it can be acknowledged through SMS followed by entry in the next bill.

5. To address these issues the Authority contemplated to issue direction to all the service providers and held consultation with the stakeholders on the draft direction. In the draft direction the Authority informed the stakeholders that it proposes to issue a direction to all the service providers on the following viz; (i) to assign a unique docket number for all calls made to the customer care helpline numbers and special numbers for registering complaint and convey the same to the customer at the time of such call; (ii) to adjust the security deposit against any pending bills or outstanding dues at the time of request for termination of service; and (iii) to terminate the service within 24 hours of the receipt of a request for termination of service, which may be made through SMS, e-mail, fax, etc. The comments received from the stakeholders have been considered by the Authority.

6. The doubts were raised by the service provider on the issue of authentication of requests received through telephone calls, SMS and E-mail. The Authority is of the view that in this electronic age, telephone, E-mail, FAX, SMS are accepted media for communication and accepted media for conveying the consent of the customer for the value added services and therefore, it may not be proper to expect the customer to visit the office of the service provider and deliver the request in writing. Further, the service providers do not have offices in each and every town and locality. Even if a request is sent by post there could be a possibility of the letter being lost in transit. In these circumstances considerable grounds exist for allowing Telephone call, Fax, E-mail and SMS as a medium for sending requests for termination of services. At the same time the concern of the service provider regarding verification also need to be addressed. The Authority is, therefore, of the view that the requests sent through Telephone call, Fax, SMS, E-mail could be verified by calling back the customer or through SMS and the service providers need to be given time for the same.

7. On the issue of adjustment of security deposit against any pending bills or outstanding dues at the time of request for termination of service, the Authority noted that the service providers generally agree to adjust the dues of the customer against the security deposit, though they are apprehensive about the time period for refund of security deposit. The Authority is of the view that dues, if any, should be adjusted against the security deposit and the balance of the security deposit should be refunded within 60 days as stipulated in Authority's direction dated 8th July, 2005. The Authority noticed that as of now the customers are being forced to pay bills after request for termination is made even though the bill amount may be lower than

the security deposit. Thus the service providers are having the double advantage of keeping the security deposit for 60 days as well as enforcing payment of bills as they effect termination requests only after payment of the bill.

8. In view of the facts mentioned above and in the consumer's interest, the Authority in exercise of its power conferred upon it under Section 13 read with Section 11(1)(b)(i) and (v) of the Telecom Regulatory Authority of India Act, 1997, hereby directs all the Cellular Mobile Service Providers, Basic Service Operators and Unified Access Service Providers to:

- (i) assign a unique docket number for all service request calls made to the customer care helpline numbers and also special numbers for registering complaints and convey the same to the customer at the time of such call. This shall be implemented within three months' from the date of the issue of this direction;
- (ii) acknowledge through SMS followed by entry in the next bill the requests made through Telephone call, FAX, SMS, e-mail etc for value added services, the charges for which are of a recurring nature;
- (iii) raise the bill only after adjustment of security deposit in the event of a request for termination of service received from a customer;
- (iv) terminate the service (a) within twenty four hours of the receipt of a request for termination of service made in writing; (b) within three working days of the receipt of a request for termination of service made through Fax or through e-mail ID registered with the service provider; and (c) within seven working days of the receipt of a request for termination of service made through Telephone call, SMS and e-mail. The termination of service shall be subject to the return or recovery of the customer premises equipment, wherever applicable;
- (v) stop charging the customer the fixed monthly charges like rental beyond the above prescribed period of termination of service or from the date of last usage, whichever is later.

This issues with the approval of the Authority.

(M.C. Chaube)
Advisor (QOS)