

ON BEHALF OF THE CABLE TV OPERATORS OF TAMILNADU.,WE ARE GIVING OUR COMMENTS ON THE CONSULTATION ON DRAFT MODEL & STANDARD INTERCONNECTION AGREEMENTS BETWEEN THE MULTI SYSTEM OPERATOR (MSO) AND LOCAL CABLE OPERATOR (LCO) FOR OFFERING CABLE TV SERVICES THROUGH DIGITAL ADDRESSABLE SYSTEMS (DAS)

AS PER THE TELECOMMUNICATION (BROADCASTING AND CABLE SERVICES) INTERCONNECTION (DIGITAL ADDRESSABLE CABLE TELEVISION SYSTEMS) REGULATIONS .2012,DT 30.04.2012,AS AMENDED FROM TIME TO TIME.,INTER-ALIA PROVIDES THAT NO MSO SHALL PROVIDE SIGNAL OF TV CHANNELS TO LCO WITHOUT ENTERING INTO A WRITTEN INTERCONNECTION AGREEMENT.THE INTERCONNECTION REGULATION FURTHER PROVIDES THAT THE INTERCONNECTION AGREEMENT BETWEEN MSO AND ITS LINKED LCO SHALL HAVE THE DETAILS OF VARIOUS SERVICE RENDERED BY THE LCO TO THE MSO AND THE REVENUE SETTLEMENT BETWEEN THE PARTIES FOR THESE SERVICES

THE TELECOMMUNICATION (BROADCASTING AND CABLE SERVICES (FOURTH)ADDRESSABLE SYSTEMS TARIFF ORDER 2010(1 OF 2010) DT 21ST JULY 2010,AS AMENDED FROM TIME TO TIME INTER-ALIA PROVIDES THAT THE CHARGES PAYABLE BY A LCO TO A MSO SHALL BE DETERMINED BY MUTUAL AGREEMENT.IN CASE THE MSO AND THE LCO FAIL TO ARRIVE AT MUTUAL AGREEMENT,TRAI HAS MANDATED THE SUBSCRIPTION REVENUE SHARE BETWEEN THE MSO AND THE LCO AS A FALL BACK ARRANGEMENT.

ALL THE TERMS AND CONDITIONS OF SIA,WHICH INCLUDES THE REVENUE SHARE SETTLEMENT CONDITIONS ALSO,SHALL BE STANDARDISED AFTER PRESCRIPTION OF SIA.NO ADDITIONS,DELETIONS,AND OR ALTERATION WOULD BE PERMITTED THEREAFTER IN SIA TERMS AND CONDITIONS.

FROM THE BEGINNING OF THE ACT IN 2012,WE HAVE BEEN MAKING SO MANY REPRESENTATIONS TO MIB AND THE TRADE REGULATOR TRAI ABOUT THE UNREASONABLE CONDITIONS OF REVENUE SHARE BETWEEN MSO AND LCO AND THOSE POINTS RASIED BY US HAVE NOT AT ALL BEEN CONSIDERED.

IN THIS DRAFT AGREEMENT ALSO ,WE WOULD LIKE TO BRING TO YOUR KIND ATTENTION A POINT THAT

IN CABLE TV BUSINESS,THE SIGNAL WILL NOT REACH THE END USERS TV WITHOUT THE NETWORK OF THE LCO,WHO HAS BULIT HIS NETWORK FROM HIS OWN CAPITAL SINCE 1989.

IN DTH,THE BROADCASTERS ARE ABLE TO SELL THE PRODUCT,THE SIGNAL DIRECTLY TO THE CUSTOMER.BUT IN CABLE TV,THE SIGNAL CAN NOT BE SOLD TO THE END USER WITHOUT THE NETWORK OF THE LAST MILE LCO,EITHER BY THE BROADCASTER OR THE MSO.

THEY HAVE TO INVEST IN NETWORKING OR UTILISE THE NETWORK OF THE LCO.SO WE WANT A CLEARIFICATION IN THE AGREEMENT ITSELF THAT

WHILE THE AGREEMENT DEFINES THE NETWORK OF MSO,IT SHOULD ALSO DEFINES THE NETWORK OF LCO AS ALL THE INSTRUMENTS WHICH ARE FACILITATING THE ARRIVAL OF SIGNAL TO THE END USERS TV FROM THE MSO,ARE THE NETWORK OF LCO.

THIS CLAUSE SHOULD BE INCLUDED IN THE SIA AGREEMENT.AND WHILE IMPLIMENTING THIS PLEASE DEFINE THE CLAUSE OF DISCONNECTION OF SIGNAL TOO.

THE MSO,OR,BROADCASTERS ARE DISCONNECTING THE SIGNAL TO LCO ON THE GROUND OF DEFAULT IN PAYMENT,UNDER 4.1 NOTICE. WITHOUT RECONCELIATION OF A/CS.

MOSTLY THIS 4.1 NOTICE HAS BEEN USED TO THREATEN THE LCO AND MAKE THEM TO AGREE FOR THE UNREALSTIC TERMS OF MSO.A PENAL CLAUSE SHOULD BE INCLUDED AGAINST THE MSO OR BROADCASTER IF THEY FAIL TO PROVE THE DEFAULT IN PAYMENT UNDER 4.1 NOTICE.

THESE TWO CLAUSES SHOULD BE ENTERED INTO THE AGREEMENT.

THANKING YOU,SIR.

YOURS FAITHFULLY,

S.P.K.GOGULDOSS

STATE PRESIDENT.

TAMILNADU CABLE TV SERVICE PROVIDERS ASSOCIATION

CHENNAI,TAMILNADU.