

TELECOM REGULATORY AUTHORITY OF INDIA

NOTIFICATION

New Delhi, the 1st April, 2015.

No. 1-19/2012- B&CS.--- In exercise of powers conferred upon it under sub-section (2) of section 11, read with sub-clause (v) of clause (b) of sub-section (1) of the said section, of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997), read with notification of the Government of India, in the Ministry of Communication and Information Technology (Department of Telecommunications), No. 39,-----

- (a) issued, in exercise of the powers conferred upon the Central Government by proviso to clause (k) of sub-section (1) of section 2 and clause (d) of sub-section (1) of section 11 of the said Act, and
- (b) published under notification No. 39 (S.O. 44 (E) and 45 (E)) dated the 9th January, 2004 in the Gazette of India, Extraordinary, Part II- Section 3- Sub-section (ii), ---

the Telecom Regulatory Authority of India hereby makes the following Order, namely: -

THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES (SEVENTH) (THE DIRECT TO HOME SERVICES) TARIFF ORDER, 2015

(2 of 2015)

PART-I

PRELIMINARY

1. Short title, extent and commencement. --(1)This Order may be called the Telecommunication (Broadcasting and Cable) Services (Seventh) (the Direct to Home Services) Tariff Order, 2015 (2 of 2015).

(2) This order shall come into force sixty days after the date of its publication in the Official Gazette.

2. Applicability. ---This order shall be applicable to direct to home operators providing direct to home services throughout the territory of India.

3. Definitions. ---In this order, unless the context otherwise requires,-

(a) "Act" means the Telecom Regulatory Authority of India Act, 1997 (24 of 1997);

(b) "Authority" means the Telecom Regulatory Authority of India established under sub-section (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997);

(c) "bundled scheme" means a scheme for the customer premises equipment, offered by a direct to home operator, at specified rate which includes the charges for TV channels or bouquet or bouquets of TV channels, for a specified period;

(d) "customer premises equipment" means the equipment, components and accessories installed at the premises of the subscriber to enable the reception of any broadcasting service offered through an addressable system and includes ----

- (i) the set top box and the remote control for set top box;
- (ii) Low Noise Block Converter with Feedhorn (LNBF), Cable, Connectors; and
- (iii) the dish antenna, where such dish antenna is essential for such services,

but shall not include a television receiver set, computer or any such end equipment;

(e) “direct to home operator” or “DTH operator” means an operator licensed by the Central Government to distribute multi channel TV programmes in Ku band by using a satellite system directly to the premises of the subscriber without passing through any intermediary such as a cable operator or any other distributor of TV channels;

(f) “direct to home service” or “DTH service” means distribution of multi channel TV programmes by using a satellite system by providing TV signals directly to the premises of the subscriber without passing through an intermediary such as a cable operator or any other distributor of TV channels;

(g) “lock-in period” means a minimum period of use of services of DTH operator by the subscriber for which, on surrender of connection, the subscriber shall not be entitled for refund of payments made towards customer premises equipment;

(h) “Order” means the “Telecommunication (Broadcasting and Cable) Services (Seventh) (The Direct to Home Services) Tariff Order, 2015 (No. -- of 2015)”;

(i) “set top box” means a device, which is connected to a television and which allows a subscriber to receive in unencrypted and descrambled form subscribed channels through an addressable system;

(j) all other words and expression used in this order but not defined and defined in the Act and rules and regulations made thereunder or the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) and the rules and regulations made thereunder, shall have the meaning respectively assigned to them in those Acts or the rules or regulations, as the case may be.

PART II

TARIFF FOR SUPPLY AND INSTALLATION OF CUSTOMER PREMISES EQUIPMENT

4. Tariff for supply and installation of the Customer Premises Equipment --- (1) Every DTH operator shall specify the price of all types of the customer premises equipment offered by it to the subscriber alongwith the installation charge, the activation charge and taxes, if any.

(2) Every DTH operator shall offer the customer premises equipment to every subscriber on outright purchase basis at the price and charges specified under sub-clause (1) which shall be called the standard scheme for customer premises equipment:

Provided that the price of customer premises equipment, under the standard scheme, shall not exceed two times the lowest price of the same type of customer premise equipment offered under any other scheme.

(3) The DTH operator shall offer the customer premises equipment on rental basis and shall specify the refundable security deposit, installation charge, activation charge and the monthly rental charge for such equipment.

(4) The DTH operator may, in addition to the standard scheme and rental scheme, offer other schemes for the supply and installation of customer premises equipment including bundled scheme and shall specify separately for such schemes, the charges for the customer premises equipment, installation charges, activation charges, charges for channels or bouquet of channels or bouquets of channels bundled with customer premises equipment and the applicable taxes and duties, if any.

(5) The DTH operator may specify a lock-in period not exceeding six months from the date of activation of the service for all the schemes for the customer premises equipment offered by it.

- (6) For all schemes for the customer premises equipments offered by DTH operators, the charges: -
- (a) for installation of the customer premises equipment shall not exceed rupees three hundred and fifty;
 - (b) for activation of the customer premises equipment shall not exceed rupees one hundred.

5. Refund on surrender of connection – (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.

6. Publication. --- (1) Every DTH operator shall publish on its website the details of all schemes for customer premises equipment along with their terms and conditions.

(2) Every DTH operator shall, before entering into a subscription agreement with the subscriber, explain to the subscriber the details of the schemes for customer premises equipment and obtain a declaration from the subscriber on the subscription agreement acknowledging that details of each of the schemes have been explained to him.

(3) Every DTH operator shall, on entering into a subscription agreement with the subscriber, provide to the subscriber, the details of the scheme opted by him, as specified in Schedule I to this order.

(4) 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.

7. Repair and maintenance of the customer premises equipment. ---Every DTH operator shall, in the subscription agreement with the subscriber, provide the details of repair and maintenance services offered by it to the subscriber and the charges thereof, if any:

Provided that the DTH operator shall repair and maintain the customer premises equipment without any charge for a period of three years from the date of its activation.

Provided further that under the outright purchase or hire purchase scheme, after the expiry of the warranty period of the customer premises equipment, the DTH operator may charge an amount not exceeding rupees two hundred and fifty as visitation charge per complaint.

PART-III MISCELLANEOUS

8. Reporting Requirement. ----Every DTH operator shall report to the Authority, within fifteen days of launch of any new scheme or any modification in the existing schemes, all details of the scheme along with its terms and conditions.

9. Power of Authority to intervene. ----The Authority may, by an order or a direction made or issued by it, intervene in order to ensure compliance of the provisions of this tariff order, or to protect the interests of the subscribers and the service providers.

(Sudhir Gupta)
Secretary, TRAI

Note: The Explanatory Memorandum annexed to this order explains the objects and reasons of “The Telecommunication (Broadcasting and Cable) Services (Seventh) (The Direct to Home Broadcasting Services) Tariff Order, 2015 (2 of 2015)”.

Details of the Scheme for customer premises equipment to be provided to the subscribers

| | | | |
|---|---|--|--|
| Name of the scheme | | | |
| Installation & activation charges (Rs.) | <i>A</i> | | Signature of the subscriber |
| Taxes, if any (Rs.) | <i>B</i> | | |
| Charges towards CPE (Rs.) | <i>C</i> | | |
| Charges towards bundled programme, if any (Rs.) | <i>D</i> | | |
| Total charges paid by the subscriber (Rs.) | $= (A+B+C+D)$ | | |
| Lock-in period (Months) | | | Signature of the DTH Operator/Authorised agent or franchisee of the DTH operator |
| Make/Model/Sl. No/Year of manufacture of the STB offered as part of the CPE |/...../...../..... | | |
| Ownership of the entire CPE ¹ (excluding the viewing card) | Subscriber/ DTH operator (Tick the chosen option and strike out the other) | | |
| Toll free No. for registration of requests for surrender of connection and availing the buy-back/refund | | | |
| | | | |

¹excluding the viewing card, ownership of the entire CPE should be either with the DTH operator or the subscriber.

Schedule II**Month wise refund Table**

(The table should specify the month by month refund amount till the time any refund is admissible and due to the subscriber as per the scheme applicable to him)

| Month | Refund Amount (Rs.) | Month (To be mentioned) | Refund Amount (Rs.) |
|-----------------------------------|---------------------|-------------------------|---------------------|
| Last month of the Lock-in period. | | -- | |
| First Month after Lock-in period | | -- | |
| Second month after lock-in period | | -- | |
| -- | | -- | |
| -- | | -- | |
| -- | | -- | |
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