



Telecom Regulatory Authority of India



Recommendations

on

Issues related to Closure of Access Service

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RECOMMENDATIONS ON ISSUES RELATED TO CLOSURE OF ACCESS SERVICE

I. BACKGROUND

- 1.1 To provide wireless access services in India, a company needs to take Unified Licence (UL) with Access Services authorization. Since 2012, spectrum assignment for access services has been de-linked from the licence. TSPs are required to obtain right to use of access spectrum through auction process. The validity period of UL is twenty years from the effective date of the licence. The validity period of right to use of the spectrum acquired through auction is also twenty years. However, an access service provider can close its operations even during the licence/spectrum validity period.
- 1.2 There are a multitude of reasons why continuity of Access Services is no longer assured. First of all, UL permits a licensee to surrender its licence or any service authorization under the licence, by following a specified procedure. In 2015, spectrum trading was permitted which permits a licensee to trade its partial or complete spectrum holding¹ for entire licensed service area, after two years of assignment of the spectrum. Since cost of spectrum is a substantial part of the investment made by a licensee providing wireless services, spectrum trading guidelines has provided an exit option to the licensee.
- 1.3 Closure of access services is possible due to (a) Licensee opting not to renew its licence, (b) Licensee failing to re-acquire its spectrum holding in a spectrum band, (c) Change of technology deployed by Licensee, (d) Sale of entire spectrum holding through Spectrum Trading, (e) Spectrum Sharing / Roaming arrangement coming to an

¹ The licensee needs to pay the latest market determined price, if the spectrum has been acquired before 2010 or in 2013 auctions to make it tradable.

end etc. All these conditions will lead to discontinuity in service to existing subscribers.

- 1.4 Recently, there have been cases where due to trading of spectrum and upgradation of technology, there has been discontinuity of services to the subscribers. Certain issues arose due to these events. Therefore, the Authority, *suo-motu*, issued a Consultation Paper on 30th November 2016. The last date for submission of comments and counter comments was 9th January 2017 and 16th January 2017 respectively. On the request of the stakeholders, the last date to receive the comments / counter comments was extended upto 6th February 2017 / 13th February 2017. Comments from 15 stakeholders and counter comments from 2 stakeholders were received. Thereafter, an Open House Discussion (OHD) was also held on 28th April 2017 at New Delhi.

II. Provisions in Service Licence for discontinuance of service

- 1.5 UL permits a licensee to surrender its licence or any service authorization under the licence by giving an advance notice of at least 60 days and notifying subscribers by sending 30 days notice. UL also permits a licensee to discontinue any of the service, under a service authorisation, to its subscribers, by giving advance notice to the Licensor, TRAI and its subscribers. However, there is no provision of discontinuance of service under a Unified Access Services Licence (UASL) or Cellular Mobile Telephone Service (CMTS) licence. In these licences, there is only a provision of surrender of licence. Concerned Clauses of UL and UASL are quoted below for ready reference.

Clause 10.3 of UL

“Licensee may surrender the License or any service authorization under this License, by giving notice of at least 60 Calendar days in advance. In that case it shall also notify all its subscribers by sending a 30 Calendar days notice to each subscriber. The Licensee shall pay all fees payable by it till the date on which the surrender of the License/Service authorization

becomes effective. The effective date of such surrender shall be 61st Calendar days counted from the date of receipt of such notice by the Licensor, if it is not rejected by the Licensor within 30 days of date of receipt of the notice.”

Clause 30.3(b) of UL

“Licensee may discontinue any of the service, under a Service Authorization, to its subscribers, by giving notice to Licensor and TRAI of at least 60 Calendar days in advance with reasons. In that case it shall also notify all its subscriber by sending a 30 Calendar days notice to each of them. The effective date of discontinuity of Service will be 61st Calendar days counted from the date of receipt of such notice by the Licensor. The Licensor reserves the right to reject such request.”

Clause 10.3(b) of UASL

“LICENSEE may surrender the LICENSE, by giving notice of at least 60 Calendar days in advance. In that case it shall also notify all its customer of consequential withdrawal of SERVICE by sending a 30 Calendar days notice to each of them. The LICENSEE shall pay all fees payable by it till the date on which the surrender of the LICENSE becomes effective. The effective date of surrender of Licence will be 60 Calendar days counted from the date of receipt of such notice by the licensor.”

- 1.6 To examine the feasibility of having similar clauses across wireless service licences for closure of services, stakeholders were requested to comment on whether there is a need for modification of the UASL and CMTS licences in line with Clause 30.3(b) of UL, for those licensees who have liberalized their administratively allocated spectrum.

Comments of Stakeholders

- 1.7 A number of stakeholders were of the view that given the various possibilities that can impact continuity of access services, there is a need for a uniform clause for the closure of any particular service across all licences, viz, CMTS, UASL and UL. Some of the stakeholders were in favour of similar clause in UASL/CMTS only for those licensees who have liberalised their administratively allocated spectrum, while some stakeholders were of the view to have a uniform clause/guideline for the closure of any particular service/technology

across all licences, irrespective of administrative or liberalised spectrum. According to the latter group, a UASL licensee can also discontinue a service without going for liberalization of spectrum. For instance it can discontinue its cellular services but continue to provide wireline services and vice-versa.

1.8 A few stakeholders suggested that “*The Licensor reserves the right to reject such request*” should be removed from 30.3(b) of UL. One such stakeholder submitted that there is uncertainty due to the Licensor’s right to reject the discontinuation request. It would also avoid a situation where a TSP has given a notice of discontinuation of service to its subscribers and the Licensor rejects such request, thereby abetting a situation where subscribers would have ported to other service providers while the TSP in question would have to continue providing the service due to the rejection of its request. Such a situation brings uncertainty in operations of TSP.

1.9 A few stakeholders submitted that the existing provisions of UASL/CMTS licenses are adequate to take care of situations arising on license surrender and/or discontinuation of service and therefore there is no need for modification of UASL and CMTS licence.

Analysis

1.10 The Authority has carefully examined the views expressed by the stakeholders. It is noted that UASL/CMTS licence does not permit a licensee to close a service without surrender of licence. Since CMTS licence permits provision of only wireless access service; closure of access services is effectively same as surrender of licence. Therefore, in case of CMTS Licensee there is no need to differentiate between closure of access service and the surrender of CMTS licence. However, UASL allows a licensee to offer all types of access services, viz. wireline service, wireless service and internet / Broadband etc. Therefore, if a UAS Licensee wants to discontinue any of these services, say wireless

access service, it should be allowed to do so without the need to surrender the UAS Licence.

1.11 The scope of UL with access service authorisation and UASL is similar². Therefore, there is no apparent rationale in having different clause for closure of access services in each of these licences. Since UL with access service authorisation permits a licensee to close down any of its services, it seems reasonable to make similar provision in the UAS licence also.

1.12 If the licensee decides to close down its wireless access services which were being provided through the administratively assigned spectrum for which it has not paid the market discovered price, it should not be allowed to hold that spectrum as it was specifically assigned to provide wireless access services only. Therefore, the Authority is of the opinion that if a UASL licensee decides to discontinue its wireless access services, it must surrender the administratively assigned unliberalized spectrum immediately upon closure of wireless access services.

1.13 The Authority agrees with the views expressed by some stakeholders that *“The Licensor reserves the right to reject such request”* adds avoidable uncertainty and does not serve any useful purpose. Decision to provide or to discontinue access services as per the terms and conditions of the licence should lie with the licensee only, except when warranted in the interest of public or national security or in the event of national emergency/war. Therefore, the Authority is of the view in clause 30.3(b) of UL, *“The Licensor reserves the right to reject such request”* should be substituted by *“The Licensor reserves the right to reject such request only when warranted in the interest of public or national security or in the event of national emergency/war.”*

² UL (access service authorisation) permits a licensee to provide access service, which could be on wireline and / or wireless media with full mobility, limited mobility and fixed wireless access. It can also provide, Internet Telephony, Internet Services including IPTV, Broadband Services and triple play i.e voice, video and data.

1.14 In view of the foregoing analysis, the Authority recommends that:

- a. A UAS licensee should be permitted to discontinue any of the services, permitted under the scope of licence without the need to surrender the licence and therefore a clause to this effect should be inserted in the UAS Licence.**
- b. If a UAS licensee decides to close down its wireless access services, which were being provided through the administratively assigned spectrum, for which it has not paid the market discovered price, it must surrender such spectrum immediately upon closure of wireless access services.**
- c. In clause 30.3(b) of UL, “*The Licensor reserves the right to reject such request*” should be substituted by “*The Licensor reserves the right to reject such request only when warranted in the interest of public or national security or in the event of national emergency/war.*”**

III. Should Change of Technology be treated at par with Closure of Service?

1.15 All auctioned spectrum is liberalised spectrum. Existing CMTS/UAS/UL (access service authorisation) licensees can also liberalise their existing spectrum holding in 800 MHz/900 MHz/1800 MHz band after payment of auction determined price prorated for the balance validity period of the spectrum assignment. There are no restrictions on the technology to be deployed for providing services within the scope of the service licence using liberalised spectrum blocks with certain conditions³. The Access Service provider can decide to change the technology during the course of its licence.

³ For use of technology other than GSM, CDMA, WCDMA and LTE, prior clearance will be required to ensure that harmful interference is not caused to the already operating technologies either in the same band or in the adjacent bands.

1.16 To avail the services being offered through a technology, subscribers should have compatible handset(s). Due to change of access technology by a licensee, it is possible that subscribers may be required to change their mobile handsets to avail the upgraded services. If they are not willing to change their mobile device (handset/dongle), then they are left with no choice but either to port-out to other licensee or surrender their numbers. From such subscribers' perspective, it has the same effect as closure of access services. Sending prior notice to the Licensor, TRAI and the subscribers under Clause 30.3(b) of UL is applicable only in case of discontinuity of any services under a Service Authorisation. However, there is no such requirement in case of disruption in the services, if any, due to change of technology. Therefore, the stakeholders were asked whether discontinuation of services being provided through a particular technology, say CDMA, should be treated same as discontinuation of any of the service under a Service Authorisation as per Clause 30.3(b) of UL.

Comments of Stakeholders

1.17 A number of stakeholders were of the view that as long as the TSP continues to offer wireless access service, any change in the underlying technology, cannot be construed as discontinuation of service within the meaning of Clause 30.3(b) of the UL. Thus, it should not invoke licensing provisions related to discontinuation of services. Some of these stakeholders submitted that discontinuation of services and discontinuation of a technology are two different things. However, as per these stakeholders, it is important that the subscribers should be made aware of such changes. One stakeholder submitted that since discontinuation of a particular technology cannot be treated under Clause 30.3(b) of UL, the Authority should recommend separate instructions in the case of change of technology ensuring that the consumer interests are protected in the case of change of technology.

- 1.18 One stakeholder submitted that in case of discontinuation of technology, the subscribers would have to be notified via SMS/other possible sources of communication informing them timely of the change in technology and all the options available to them – such as change of mobile device to stay with the TSP or to avail MNP Services to port to a TSP of their choice.
- 1.19 There were a few stakeholders who were having contrarian view. These stakeholders submitted that the discontinuation of services being provided through a particular technology in the service area be treated at par with the discontinuation of any service as per Clause 30.3(b) of Unified Licence, as both would have the same effect on the subscriber. One stakeholder submitted that only cases where the migration cannot be done by the TSP from backend and require subscribers to change handsets, need to be considered as discontinuation of services.

Analysis

- 1.20 The Authority has analysed the views expressed by the stakeholders. In case a licensee has acquired liberalised spectrum, then the licensee is free to choose any technology to provide wireless access services within the scope of the service licence. Complete change of technology may require change of handsets by some/all the subscribers, failing which these subscribers won't be able to avail the services. As mentioned earlier, services on a particular technology/spectrum band may come to closure in many other circumstances also. For instance, if a licensee fails to re-acquire its spectrum holding in a particular spectrum, it may continue to offer access services through spectrum in another band. However, it may imply change in the access technology. Similarly, in the event of termination / dispute in roaming or spectrum sharing agreement etc. there may be shrinkage in the coverage of any one particular technology. In all such events, the affected subscribers of the TSP(s) would have to migrate to alternate

access technology, if available with the same TSP; and that may force the subscribers to have compatible handsets.

1.21 It can be expected that service provider will take all measures to communicate these subscribers about the need of upgradation of handsets because it is in its own interest also to retain as many subscribers as possible. However, it is equally important that the subscribers are informed about MNP facility available. They should be informed that in case they don't want to change their handset, they can port-out their number to other TSPs. Information about both the alternatives should be available to them well in advance so that subscribers can take an informed decision.

1.22 As per existing licence provisions, an access service provider has to ensure continuity of access services to its subscribers; not the continuity of technology. As long as the licensee continues to provide access services through any technology, change of technology or discontinuation of any technology to provide access services cannot be treated as discontinuation of access service in terms of Clause 30.3(b) of UL. Under such situations, a licensee is not bound to send prior notice to the affected subscribers. Therefore, the Authority is of the view that provisions in the UL/UASL/CMTS licence should be made which mandates a licensee to give a prior information to Licensor and TRAI of at least 60 Calendar days in advance in case of closure of access services through any technology in the entire LSA or a part of it. In such a case, it shall also be mandated to notify all its affected subscribers by sending a 30 Calendar days notice to each of them, clearly stating the options available to the subscribers, including that of MNP facility.

1.23 In view of the above, the Authority recommends that:

Provisions in the UL/UASL/CMTS licence should be made which mandates a licensee to give a prior information to Licensor and

TRAI of at least 60 Calendar days in advance in case of closure of access services through any technology in the entire LSA or a part of it. In such a case, it shall also be mandated to notify all its affected subscribers by sending a 30 Calendar days notice to each of them, clearly stating the options available to the subscribers, including that of MNP facility.

IV. Issues related to spectrum trading

1.24 In its recommendations on 'Working Guidelines on Spectrum Trading' dated 28th January 2014, the Authority had recommended 'Process of Spectrum Trading' in Para 2.20, part of which is reproduced below:

“ii. Both the trading parties shall jointly give a prior intimation of 6 weeks before the effective date of the trade to the WPC.....”

v.the WPC may object to the trade and inform the reasons of objection to the trading parties in writing within a maximum period of two weeks from the date of intimation of spectrum trade.

vi. The trading parties will reply to the WPC within a maximum period of two weeks from the date of receipt of intimation regarding the objection from the WPC. The WPC will take a final decision and communicate within the next two weeks to the trading parties.....”

vii. The WPC shall update its record regarding transfer of spectrum within a maximum time of two weeks after the effective date of trade.

viii. Intimation regarding the trading shall be provided by the buyer and seller to the Licensor, TRAI and any other relevant agencies prescribed by the Government from time to time within 30 days from the effective date of transfer of spectrum.

1.25 The Spectrum Trading guidelines issued by the Government on 12th October 2015 only spell out that both the licensee shall jointly give a prior intimation for trading the right to use the spectrum at least 45 days before the proposed effective date of trading. However, the TSP cannot be sure about the fate of trading until its intimation is taken into records by the DoT for which there is no time limit mentioned in the guidelines. This becomes even more important if the TSP is selling its entire spectrum in the LSA and intends to discontinue its access services being provided to its subscribers because as per licence

provisions, a licensee is required to give notice to Licensor and TRAI of at least 60 Calendar days in advance with reasons before discontinuing any of the service, under a Service Authorization, and also notifying its subscribers by sending a 30 Calendar days notice to each of them. As there is no time limit for DoT/WPC to convey its approval or otherwise, the Service Provider will be in bind about issuing notices to DoT/TRAI/Subscribers about closure of its service.

1.26 In view of the above, the stakeholders were requested to comment upon three specific issues: (a) Is there a need to define a time-limit for DoT to take into its record the prior intimation given by TSPs regarding the spectrum trading. (b) Should the notice period be given by the TSP only after the spectrum trading is acknowledged by DoT/WPC. (c) Should the advance notice period to subscribers' be enhanced from 30 days period to say, 60 days, in case of closure of services so that a subscriber has sufficient time to consume his talk-time balance. The stakeholders were also asked to give suggestions to improve the existing Spectrum Trading Process.

1.27 Some stakeholders suggested that DoT/WPC should take a maximum of 15 days to seek any clarification or raise objection/demand for outstanding dues. Some stakeholders were of the view that DoT/WPC should raise any objection/demand of dues within 30 days of receipt of joint intimation. Some of them suggested that in case final decision is not conveyed by DoT within 30 days, the spectrum trading proposal should be deemed approved. One stakeholder submitted that if the entire spectrum in all bands is being sold by a licensee, then joint intimation should be submitted 60 days prior to the proposed date of trade and DoT should be given 30 days to respond. A few stakeholders submitted that the Authority should reiterate its earlier recommendations of 28.01.2014, wherein timelines were specified for each major step of the spectrum trading process while some were of

the view that there is no need to define a time-limit for DoT to take into account the proposed spectrum trading.

- 1.28 On the question that “*Should the notice period be given by the TSP only after the spectrum trading is acknowledged by DoT/WPC?*” a few stakeholders opined that there is no need of any change in existing guidelines and the date of joint intimation should be treated as advance notice. One stakeholder was of the view that the decision on when a TSP (seller) ought to give 60/30 days notice should be left to the TSP. One stakeholder submitted that the proposal will delay the spectrum trading deal which is not practically possible due to various associated issues such as payment of LF & SUC etc for the extended period. Therefore, according to the stakeholder, notice period to licensor, TRAI and subscribers should be co-terminus. According to the stakeholder, linking the notice period with spectrum trading will delay the closure of deal.
- 1.29 One stakeholder commented that DoT should give in-principle approval within 30 days, thereafter consumers may be informed. Another stakeholder submitted that DoT should be given 15 days to respond and, in case TSP sells its entire spectrum holding, it should give notice to subscriber on the 16th day. A few stakeholders agreed with the proposal that notice period should be given by the TSP only after the spectrum trading is acknowledged by DoT/WPC.
- 1.30 On the issue “*Should the advance notice period to subscribers’ be enhanced from 30 days period to say, 60 days?*”, most of the stakeholders have submitted that 30 days notice period is sufficient for the subscribers to consume their talk-time balance. A few of the stakeholders have opined that the 30 days notice period should be enhanced to 60 days in case of closure of service which will provide them additional time to port-out their numbers.

Analysis

1.31 The Authority carefully examined the comments of the stakeholders. The Authority noted that as per the spectrum trading guidelines, the licensees are required to give joint intimation to DoT/WPC at least 45 days in advance. However, joint intimation *per se* does not provide guarantee for trade of spectrum to actually take place on proposed effective date as it is subject to the fulfilment of many conditions, such as clearance of dues by the seller prior to concluding any agreement for spectrum trading, compliance with the prescribed spectrum caps, fulfilment of other terms and conditions etc. The licensee can be certain about the effective date of trading only after it gets response from the DoT. Moreover, if the spectrum trading deal is to be finalised within 45 days after the prior intimation, it is essential that DoT convey its views along with pending dues within a certain time-line, so that the licensees also gets reasonable time to clear the objections raised and also pay the dues. Therefore, the Authority is of the view that it is essential to have some time-limit for DoT to raise objection, if any, and demand dues in a certain time-frame.

1.32 In its recommendations on 'Working Guidelines on Spectrum Trading' dated 28th January 2014, the Authority had *inter-alia* recommended the following time-lines for the DoT/WPC to raise objections, if any and the licensee to comply with as part of spectrum trading process:

“v.the WPC may object to the trade and inform the reasons of objection to the trading parties in writing within a maximum period of two weeks from the date of intimation of spectrum trade.”

vi. The trading parties will reply to the WPC within a maximum period of two weeks from the date of receipt of intimation regarding the objection from the WPC. The WPC will take a final decision and communicate within the next two weeks to the trading parties.....”

1.33 If a licensee is selling its entire spectrum holding and intends to discontinue its access services, it is required to give notice to Licensor and TRAI of at least 60 Calendar days in advance with reasons before

the discontinuance of the service and also notifying its subscribers by sending a 30 Calendar days notice to each of them. Therefore, in such a scenario, it becomes even more important for the licensee to know in a time bound manner whether DoT has any objections to the proposed trade. Since the TSP is selling its entire spectrum assets, DoT would like to be extra watchful in determining the dues pending with the licensee and therefore, may require extra time for it. Therefore, the Authority is of the view that if the entire spectrum in all bands is being sold by a licensee, then joint intimation should be submitted 60 days prior to the proposed date of trade. The joint intimation to the DoT and the notice to the licensor and TRAI could be given simultaneously. Subsequent to the joint intimation, DoT should be given 21 days to raise the objections, if any. If the licensee find that it is in a position to take care of the objections raised by the DoT, it may go ahead and serve the notice to the subscribers for the closure of the wireless access service.

- 1.34 The Authority is of the view that above time-lines should be integral part of the spectrum trading guidelines. If these time-lines are adhered to, it will end uncertainty about the spectrum trade proposal submitted by the licensees.
- 1.35 On the issue of enhancing the advance notice period to subscribers from 30 days period, the Authority noted that the stakeholders, in general, were not in favour of notice period to subscribers' being enhanced from 30 days period. These stakeholders submitted that 30 days notice period is sufficient for the subscribers to consume their talk-time balance. Moreover, if the closure of services is due to sell of spectrum, increasing the notice may delay the closure of spectrum trade deal. Therefore, the Authority concurs with the view expressed by these stakeholders on the notice period.

1.36 In view of the above, the Authority recommends that:

The spectrum trading process, following time-lines will be adhered to by the DoT/WPC and the licensees:

- a. Both the trading parties shall jointly give a prior intimation of 45 days before the effective date of the trade to the WPC. The WPC shall inform the reasons of objection, if any, and the pending dues to the trading parties in writing within a maximum period of 15 days from the date of intimation of spectrum trade. The trading parties will reply to the WPC within a maximum period of 15 days from the date of receipt of intimation regarding the objection from the WPC. The WPC will take a final decision and communicate within the expiry of 45 days since the first joint intimation by the trading parties.**
- b. If the entire spectrum in all bands is being sold by a licensee, the joint intimation for trading should be submitted 60 days prior to the proposed date of trade. Subsequent to the joint intimation, DoT should be given 21 days to raise the objections, if any. This will facilitate the licensee to give notice to Licensor and TRAI of at least 60 Calendar days in advance before the discontinuance of the service and also notifying its subscribers by sending a 30 Calendar days notice to each of them.**

Necessary amendments to the Spectrum Trading guidelines be made to the above effect.

V. Review of the definition of Mobile Number Portability

1.37 In the Mobile Number Portability (MNP) Service Licence and various telecom service licences⁴, ‘Mobile number portability’ has been defined as:

“Mobile Number Portability (MNP) means a facility which allows subscribers to retain their existing telephone number when they switch from one access service provider to another irrespective of mobile technology or from one technology to another of the same or any other access service provider.”

1.38 The above definition also covers the instances wherein a subscriber wants to change one cellular mobile technology to another of the same TSP. In the liberalisation regime, TSPs typically deploy many technologies. These technologies are now overlapping and subscribers continuously hop from one technology to another. For instance, when LTE network is not available in a geo-location, subscribers fall-back to lower speed network. When the mobile number can be retained across the technologies provided by the same TSP, it needs to be examined whether it will be appropriate to exclude the technology change within a licensee (TSP in a given LSA) from the definition of MNP? In view of this, the stakeholders were asked to suggest whether it will be appropriate that the change of technology within a licensee (TSP in a given LSA) be removed from the definition of MNP.

1.39 A number of stakeholders responded that change of technology with the same TSP should be removed from the purview of MNP. They submitted that, in the current liberalized regime, the change of technology is irrelevant as one operator could offer 2G, 3G, and 4G within the same LSA and the subscribers keep switching between these technologies based on coverage. Therefore, if a mobile number can be retained across technologies offered by the same TSP, it would be appropriate to exclude the change of technology within a licensee from the definition of MNP.

⁴ UL/CMTS/UASL/BASIC/NLD/ILD

1.40 Some stakeholders pointed out that it may be required by the operators having both CDMA and GSM network. One such TSP suggested that any upgrade from one service to another (2G/3G to 3G/4G) or downgrade (4G/3G to 3G/2G) should not come under the purview of MNP. However, the change in service from 2G to 2G (through different technology) for the existing services of any TSP should remain under the definition of the MNP. Another stakeholder submitted that since the mobile number series allocated by DoT for each service technology is different, any migration of subscriber to a different technology within the same TSP should not be removed from the definition of MNP and the existing process should continue. It also added that in case a TSP is offering both CDMA and GSM services and the subscriber wants to migrate from one technology to another then he or she should be allowed to port without the involvement of MNP clearing house (MCH).

Analysis

1.41 The Authority examined the comments of all the stakeholders. The Authority noted that with the advent in technology and high data speed requirement of the subscribers, TSPs are upgrading their existing networks to high speed data services e.g. 3G, 4G LTE and typically a TSP deploys multiple technologies in its network. As the coverage of each of these technologies is not exactly the same, the subscribers keep hopping from one technology to another depending upon the services subscribed. For instance, an LTE subscriber switches automatically to 3G/2G network in case LTE coverage is not adequate. Therefore, if a mobile number can be retained across technologies offered by the same TSP, it would be appropriate to exclude the change of technology within a licensee from the definition of MNP. The Authority is of the view that any upgrade from one service to another (2G/3G to 3G/4G) or downgrade (4G/3G to 3G/2G) should not come under the purview of MNP.

1.42 In view of the above, **the Authority recommends to revise the definition of MNP in the Mobile Number Portability (MNP) Service Licence and various telecom service licences (UL/CMTS/UASL/BASIC/NLD/ILD) as given below:**

“Mobile Number Portability means the facility which allows subscribers to retain their existing telephone number when they switch from one access service provider to another access service provider.”

1.43 Once the changes are incorporated in the above Licences, the Authority would make necessary changes in the Telecommunication Mobile Number Portability Regulations, 2009.

List of Recommendations

1. **A UAS licensee should be permitted to discontinue any of the services, permitted under the scope of licence without the need to surrender the licence and therefore a clause to this effect should be inserted in the UAS Licence. [Para 1.14(a)]**
2. **If a UAS licensee decides to close down its wireless access services, which were being provided through the administratively assigned spectrum, for which it has not paid the market discovered price, it must surrender such spectrum immediately upon closure of wireless access services. [Para 1.14(b)]**
3. **In clause 30.3(b) of UL, “The Licensor reserves the right to reject such request” should be substituted by “The Licensor reserves the right to reject such request only when warranted in the interest of public or national security or in the event of national emergency/war.” [Para 1.14(c)]**
4. **Provisions in the UL/UASL/CMTS licence should be made which mandates a licensee to give a prior information to Licensor and TRAI of at least 60 Calendar days in advance in case of closure of access services through any technology in the entire LSA or a part of it. In such a case, it shall also be mandated to notify all its affected subscribers by sending a 30 Calendar days notice to each of them, clearly stating the options available to the subscribers, including that of MNP facility. [Para 1.23]**
5. **The spectrum trading guidelines shall be amended to include the following time-lines to be adhered to by the DoT/WPC and the licensees:**
 - a. **Both the trading parties shall jointly give a prior intimation of 45 days before the effective date of the trade to the WPC. The WPC shall inform the reasons of objection, if any, and the**

pending dues to the trading parties in writing within a maximum period of 15 days from the date of intimation of spectrum trade. The trading parties will reply to the WPC within a maximum period of 15 days from the date of receipt of intimation regarding the objection from the WPC. The WPC will take a final decision and communicate within the expiry of 45 days since the first joint intimation by the trading parties.

b. If the entire spectrum in all bands is being sold by a licensee, the joint intimation for trading should be submitted 60 days prior to the proposed date of trade. Subsequent to the joint intimation, DoT should be given 21 days to raise the objections, if any. This will facilitate the licensee to give notice to Licensor and TRAI of at least 60 Calendar days in advance before the discontinuance of the service and also notifying its subscribers by sending a 30 Calendar days notice to each of them.

[Para 1.36]

- 6. Revise the definition of MNP in the Mobile Number Portability (MNP) Service Licence and various telecom service licences (UL/CMTS/UASL/BASIC/NLD/ILD) as given below:**

“Mobile Number Portability means the facility which allows subscribers to retain their existing telephone number when they switch from one access service provider to another access service provider.”

[Para 1.42]