

**Ref : ORTEL/TRAI/CP**  
**Dtd: 10<sup>th</sup> June, 2016**

WITHOUT PREJUDICE  
By HAND/E-mail

To  
**Telecom Regulatory Authority of India,**  
Mahanagar Doorsanchar Bhawan,  
Jawaharlal Nehru Marg,  
**NEW DELHI # 110002**

**Kind Attention : Sh. Sunil Kumar Singhal, Advisor ( B & CS)**

**Subject : Comments on Consultation Paper on Interconnection framework for Broadcasting TV Services distributed through Addressable Systems.**

**Dear Sir,**

We write to you, in response to the Consultation Paper No.05/2016 Dated 4<sup>th</sup> May, 2016 on “**Interconnection framework for Broadcasting TV Services distributed through Addressable Systems**”. We have perused in detail the Consultation Paper (CP) and at the outset, would like to congratulate Telecom Regulatory Authority of India (TRAI) for publishing such a well thought out and comprehensive Consultation Paper which we believe will have far reaching positive impact on the industry.

As a matter of back ground, Ortel Communications Ltd, is pioneer in providing convergence communication services in the country. It has always been Company’s vision to provide Cable TV, Data services and Internet Telephony on a single cable to the households. The Company has laid its own network with reverse path compatibility to provide triple play services. Ortel provides connection to customers directly and has control over the last mile.

We understand that, the primary purpose which Telecom Regulatory Authority of India (TRAI) seeks to achieve by this Consultation Paper are: (A) To develop a regulatory framework for interconnection which ensures a level playing field to all types of digital addressable systems. (B) To review the existing regulatory framework with the objective of fostering competition, increase trust amongst service providers, ease of doing business, reduce disputes, improve transparency and efficiency, promote sustainable, orderly growth and effective choice to consumers.

Before we respond to all the issues raised in the CP, our views on various broad issues raised by the Authority are as follows:

**(A) BROADCASTING TO DISTRIBUTION PLATFORM OPERATORS (DPO)**

1. We are of the view that there should not be any kind of price Cap for any channel. The Broadcasters should have the freedom of pricing their channels keeping in mind the viewers’ interest as well as their own business interests.
2. Al-a-carte pricing of channels should be made MANDATORY. The broadcasters should be prohibited from making bouquet pricing since a bouquet at a Broadcaster level will create bottlenecks at DPO level for providing choices to consumers. Since one of the key objectives of DAS has been to provide choice at the hands of the consumers to choose their own channel list, Bouquet at the Broadcasters level must be strictly prohibited.

3. While making this al-a-carte price mandatory, NO other options or any other type of deal should be allowed. The Broadcasters should also not be allowed to offer discounts to DPOs linked to any other factor such as Volume, Carriage, Placements, Reach etc. This will ensure that the cost of a particular channel is uniform to each consumer across the country.
4. It is obvious that all the Broadcasters should offer the al-a-carte per customer (as per SMS) price of its channel on a Non Discriminatory basis to ALL DPOs (DTH/CATV/HITS/IPTV etc.) in all markets across the country.
5. For operational transparency all the deals shall be on per subscriber basis based on monthly SMS report, i.e.  $(\text{Month Opening Subscriber} + \text{Month Closing Subscriber})/2 = \text{Total number of Subscriber of the Month}$ . For these subscribers, the DPO is liable to pay as per the al-a-carte rate given by the Broadcaster for the corresponding channel.
6. The Broadcasters should be asked to make available for public scrutiny, their agreements with various DPOs to ensure transparency and non-discrimination.
7. There should be a “Must Provide” for all Broadcasters to those DPOs who agree to pay A-La- carte published prices of the respective channel(s) based on SMS.

#### **(B) DISTRIBUTION PLATFORM OPERATORS (DPO) TO CONSUMER**

1. The DPOs pricing to Consumers should be clearly segregated into two parts: One for FTAs and another for Pay Channels.
2. As far as FTAs are concerned, each DPO should mandatorily provide a minimum of 100 FTA include maximum around 10 must carry Govt owned public interest channels. The selection of the balance FTAs should be left to the respective DPOs. They should take this decision based on the general market demographics.
3. The pricing of the FTA Bouquet should not be regulated and best left to the DPOs. The DPOs should decide the FTA Bouquet pricing based on their Consumers’ interest as well as various business dynamics like Capex-Opex parameters, level of competition etc.
4. So far as the Pay Channels are concerned, it should be made mandatory for all DPOs to offer channels to consumers on a purely al-a- Carte basis.
5. The DPOs should charge the al-a-carte price of the pay channel given by the Broadcaster to the DPOs with a maximum addition of 25 % towards handling charges / distribution margin. This margin should be capped by the Regulator.
6. There cannot be any “Must Carry” regulation for DPOs. Most digital platforms in the country have capacity to carry 200-300 Channels whereas the total no of channels available are around 900 in number. Hence it is not possible on the part of any DPO to adhere to a Must Carry regulation. Also the DPO being a direct consumers centric business, they will have to keep in mind the consumers demand for finalizing the channel list.

#### **(C) CARRIAGE AND PLACEMENT**

1. We are of the opinion that, Carriage and Placement Fess should NOT be regulated at all. It should be left to the parties to mutually decide based on their respective commercial interests.

2. In case any DPO is demanding Carriage Fee from a Channel, the concerned channel is free to refuse and not get carried. There are enough competitive platforms where the channel can be carried as an alternative and be available to consumers.
  3. In any case, majority of the channels even now do NOT pay carriage fee. There are many channels we carry on our network without any carriage fee. The channels should focus on creating consumer pull through their content in order to compel the DPOs to carry it. It is pertinent to note that many channels have successfully achieved this objective in the past.
  4. The Broadcasters have Advertisements as a major revenue stream in addition to the Subscription revenue. So there is nothing wrong for DPOs to have two different revenue streams ie. Subscription and carriage.
- (D) **TECHNICAL SPECIFICATION/AUDIT** : The existing regulation with regard to Technical Specification & Audit is adequate. In our view, if one possesses BECIL certificate in such a case there should NOT be any Audit of the Headend. Besides, if the DAS agreement is once signed, NO more Audit(s) is required to be done by the Broadcasters.
- (E) **DENIAL SIGNAL** : Outstanding of one MSO in a particular area should NOT be a reason to deny signal to a new MSO.
- (F) **MINIMUM GUARANTEE**: In our view, there should not be any Minimum Guarantee of subscribers to provide a channel or to drop a channel.
- (G) **NOTICE**: 21days notice to be given to MSO mentioning reason of disconnection/switch off, 21days Public notice to be given in a local vernacular language & in English language Daily Newspapers to the subscribers of the concern MSO. The Broadcaster or MSO should NOT be allowed to give OSD ie. NO OSD in any form be allowed. Scrolling can be given in a manner without disturbing the viewing. The most important part which is still a grey area and needs to be addressed ie; on expiry of 21days notice period, if the signal is not switched of within next 7days ie. by end of 28days, in such a situation the Public Notice gets cancelled and for any switch off a fresh public notice has to be given.
- (H) **SET TOP BOX (STB) SWAPPING**: We are of the view that STB swapping should be allowed based on consumers' decision.

Our response to all the issues raised in the CP is given in Annexure – I with a request to the Regulator to take steps for the Industry for functioning in a Transparent and Non Discriminatory manner with an objective to leave the real choice in the hands of the consumers.

Thanking you,

Yours faithfully,  
For **ORTEL Communications Limited**,

Sd/-

**BIBHU PRASAD MOHAPATRA**  
Associate Vice President (Corporate Affairs)

## ISSUES FOR CONSULTATION

### **Issue 1:- COMMON INTERCONNECTION FRAMEWORK FOR ALL TYPES OF ADDRESSABLE SYSTEMS**

#### **1.1 How a level playing field among different service providers using different addressable systems can be ensured?**

**Ans:** For addressable distribution systems, the primary input cost to comprises of the content and transmission cost .Both theses cost are independent of the type of distribution platform .Hence pricing of pay channels may also be uniform and non-discriminatory across all distribution platforms.

#### **1.2 Should a common interconnection regulatory framework be mandated for all types of addressable systems?**

**Ans:** The number of subscribers subscribing channels/ bouquets, for deciding subscription fee is common across the platforms, there may be a common frame work for interconnection for all types of addressable systems.

### **Issue 2: TRANSPARENCY, NON-DISCRIMINATION AND NON-EXCLUSIVITY.**

#### **2.1 Is there any need to allow agreements based on mutually agreed terms, which do not form part of RIO, in digital addressable systems where calculation of fee can be based on subscription numbers? If yes, then kindly justify with probable scenarios for such a requirement.**

**Ans:** No mutual agreement to be drawn as we are of the view it makes an arrangement for additional benefit or discount thereby defeating very principle of transparency and non-discrimination. It has to be strictly on a-la-carte RIO basis.

#### **2.2 How to ensure that the interconnection agreements entered on mutually agreed terms meet the requirement of providing a level playing field amongst service providers?**

**Ans:** No interconnection agreement should be signed on mutually agreed terms, as it is simply impossible for the requirement of providing a level playing field among the service providers. It has to be strictly on a-la-carte RIO basis.

#### **2.3 What are the ways for effectively implementing non-discrimination on ground? Why confidentiality of interconnection agreements a necessity? Kindly justify the comments with detailed reasons.**

**Ans:** The important aspect of ensuring non-discrimination is to be able to know all the commercial aspects such as fees or charges flowing between the provider and the seeker .This will enable to check from the interconnection agreement that the provider is treating the entire seeker in an unbiased manner. Permitting any supplementary agreement(s) for various charges results in an arbiter and prone to discriminatory pricing. The service provider is required to declare no other transaction is made for the service.

In our view there should be mandatory non-discriminatory a-la-carte RIO. Having NO link to any other arrangement such as discount, incentives etc, Twin formula to apply to DPOs and to all markets.

**2.4 Should the terms and conditions (including rates) of mutual agreement be disclosed to other service providers to ensure the non-discrimination?**

**Ans:** In our view, yes it should be.

**2.5 Whether the principles of non-exclusivity, must-provide, and must-carry are necessary for orderly growth of the sector? What else needs to be done to ensure that subscribers get their choice of channels at competitive prices?**

**Ans:** The market at the broadcasters end as well distributor level is oligopolistic or monopolistic in nature, while keeping this in mind the present state of the sector and the nature of the prevailing issues need for non-exclusivity, must provide and must carry continue to remain relevant and thereby need to be retained till true choice becomes available for very stake holder in the value chain. However, whatever be the situation the regulation should be same for all the DPOs.

**2.6 Should the RIO contain all the terms and conditions including rates and discounts, if any, offered by provider, for each and every alternative? If no, then how to ensure non-discrimination and level playing field? Kindly provide details and justify.**

**Ans:** Yes, the a-la-carte RIO must contain the retail pricing and wholesale pricing with the discounts. So the subscribers will able to know the price of the channel across all the DPO.

**2.7 Should RIO be the only basis for signing of agreement? If no, then how to make agreements comparable and ensure non-discrimination?**

**Ans:** In our view, yes a-la-carte RIO will be the only basis of signing agreement. There should be mandatory non-discriminatory a-la-carte RIO. Having NO link to any other arrangement such as discount, incentives etc, Twin formula to apply to all DPOs and to all markets.

**2.8 Whether SIA is required to be published by provider so that in cases where service providers are unable to decide on mutually agreed terms, a SIA may be signed?**

**Ans.** Yes, SIA is required.

**2.9 Should a format be prescribed for applications seeking signals of TV channels and seeking access to platform for re-transmission of TV channels along with list of documents required to be enclosed prior to signing of SIA be prescribed? If yes, what are the minimum fields required for such application formats in each case? What could be the list of documents in each case?**

**Ans.** Yes the application along with these documents such as DPO (MSO, HITS, DTH & IPTV) registration/license, territories, type of organisation, PAN Card, CAS declaration and SMS declaration should be submitted before signing of SIA.

**2.10 Should 'must carry' provision be made applicable for DTH, IPTV and HITS platforms also?**

**Ans.** Yes, must be applicable to DTH, IPTV and HITS also.

**2.11 If yes, should there be a provision to discontinue a channel by DPO if the subscription falls below certain percentage of overall subscription of that DPO. What should be the percentage?**

**Ans :** No. there should NOT be any provision to discontinue a channel by DPO if the subscription falls below certain percentage of overall subscription of that DPO.

**2.12 Should there be reasonable restrictions on 'must carry' provision for DTH and HITS platforms in view of limited satellite bandwidth? If yes, whether it should be similar to that provided in existing regulations for DAS or different. If different, then kindly provide the details along with justification.**

**Ans:** No. As to ensure that not very popular content does not end up exhorting bandwidth capacity. There should NOT be any restrictions for DTH and HITS operators, the provisions of regulation should be applicable to DPOs.

**2.13 In order to provide more transparency to the frame work, should there be a mandate that all commercial dealings should be reflected in an interconnection agreement prohibiting separate agreements on key commercial dealing viz. subscription, carriage, placement, marketing and all its cognate expressions?**

**Ans:** Yes. Further to that a service provider is required to declare that no other transaction is made for the availing the service.

### **Issue 3:- EXAMINATION OF RIO.**

**3.1 How can it be ensured that published RIO by the providers fully complies with the regulatory framework applicable at that time? What deterrents do you suggest to reduce non compliance?**

**Ans:** Filling of RIO with TRAI is mandatory, that is only way to ensure, that should there be an issue in future date a reference document is available with regulator for further scrutiny. A time period say one month may be provided to the stake holder for raising objections if any on the published draft RIO, a stake holder may specifically bring out that clause of the RIO which is not inconsonance with a specific regulatory provision, such objection raised may then be entertained by the provider thereafter the provider may publish the final RIO after taking corrective action.

**3.2 Should the regulatory framework prescribe a time period during which any stakeholders may be permitted to raise objections on the terms and conditions of the draft RIO published by the provider?**

**Ans:** Yes, any stake holder can raise an objection within the prescribed time limit.

**3.3 If yes, what period should be considered as appropriate for raising objections?**

**Ans:** The time period of raising such objection may be 30days.

### **Issue 4:- TIME LIMIT FOR PROVIDING SIGNALS OF TV CHANNELS / ACCESS TO THE PLATFORM.**

**4.1 Should the period of 60 days already prescribed to provide the signals may be further sub divided into sub-periods as discussed in consultation paper? Kindly provide your comments with details.**

**Ans:** Our view is that the already prescribed time period 60 days may further be reduced into 3 sub period (A)15 days for initial consent to provide signal. (B) Commercial negotiation, audit and verification will take 15days. (C) IRD and other hardware required to be given in 15days. The time period for completing negotiation may be shortened to 45days, if commercial parameters for such negotiation are objectively spelt out in RIO itself. We are also in view the onus of completing the audit within the prescribed time limit.

**4.2 What measures need to be prescribed in the regulations to ensure that each service provider honour the time limits prescribed for signing of mutual agreement? Whether imposition of financial disincentives could be an effective deterrent? If yes, then what should be the basis and amount for such financial disincentive?**

**Ans:** In our view, the reasons for delay in each individual case may varies and responsibility for delay can only be fixed after ascertaining the fact in each case, it may require examination of evidence. Therefore, it may be left for resolution by an appropriate forum.

**4.3 Should the SIA be mandated as fall back option?**

**Ans:** Yes, SIA is mandated as a fall back option.

**4.4 Should onus of completing technical audit within the prescribed time limit lie with broadcaster? If no, then kindly suggest alternative ways to ensure timely completion of the audit so that interconnection does not get delayed.**

**Ans:** Yes, the onus of completing the technical audit within the prescribed time limit lie with the broadcaster.

**4.5 Whether onus of fixing the responsibility for delay in individual cases may be left to an appropriate dispute resolution forum?**

**Ans:** Yes. The reason of the delay may proceed for resolution with an appropriate forum.

#### **Issue 5:- REASONS FOR DENIAL OF SIGNALS / ACCESS TO THE PLATFORM**

**5.1 What are the parameters that could be treated as the basis for denial of the signals/ platform?**

**Ans:** Before the stipulated time period 60 days from the day of application, it can be denied by DPO or Broadcaster. Default in payment also a reason for denying signal to DPO/LCO. Asking for particular placement can be reason for denial.

**5.2 Should it be made mandatory for service providers to provide an exhaustive list in the RIO which will be the basis for denial of signals of TV channels/ access of the platform to the seeker.**

**Ans:** In our view the authority should exhaustively put all possible reasons, which may reason denial of TV channel signals by broadcaster or a DPO .This may help the seeker to check whether they full fill all the condition or not at the time of making a request for the signal with this, instances of refusal can be substantially reduced.

#### **Issue 6:-INTERCONNECTION MANAGEMENT SYSTEM (IMS)**

**6.1 Should an IMS be developed and put in place for improving efficiencies and ease of doing business?**

Ans: Presently there are large no of service providers at every level in the value chain , more than 50 Pay TV broadcaster and around 700 MSO'S ,DTH operators and 2 HITS operators are providing services through addressable system, in addition a large no of LCOS NEED TO SIGN INTERCONNECT AGREEMENT with either with a MSO or HITS OPERTORS. Therefore the no of interconnect agreement signed is very large and it will possess a problem of logistic and monitoring.

**6.2 If yes, should signing of interconnection agreements through IMS be made mandatory for all service providers?**

Ans: Yes, all will sign the agreement through IMS.

**6.3 If yes, who should develop, operate and maintain the IMS? How that agency may be finalised and what should be the business model?**

Ans: It could be either a an Industry laid body which operates as per the guidelines prescribed by the TRAI or a private entity willing to offer such services in lieu of fee.

**Issue 7:- TERRITORY OF INTERCONNECTION AGREEMENT.**

**7.1 Whether only one interconnection agreement is adequate for the complete territory of operations permitted in the registration of MSO/ IPTV operator?**

7.1 Yes. If it's within one state or else we should have interconnection agreement for each state of operation.

**7.2 Should MSOs be allowed to expand the territory within the area of operations as permitted in its registration issued by MIB without any advance intimation to the broadcasters?**

7.2 Yes MSO's be allowed to expand the territories as permitted in its registration provided by MIB. It should be mandatory for MSO to notify the broadcaster, the details of new territory, when it starts operation as an intimation only.

**7.3 If no, then should it be made mandatory for MSO to notify the broadcaster about the details of new territories where it wants to start distribution of signal a fresh in advance? What could be the period for such advance notification?**

7.3 It should be mandatory for MSO to notify the broadcaster, the details of new territory, when it starts operation as an intimation only. Since the SMS of the addressable systems contains all details of the subscribers, locality etc., there is no need to inform to the broadcaster where the signals are being retransmitted, provided to those territories fall within the permitted area in the MSO's registration.

**Issue 8:- PERIOD OF AGREEMENTS.**

**8.1 Whether a minimum term for an interconnection agreement be prescribed in the regulations? If so, what it should be and why?**

Ans: The validity period of DTH, HITS, MSO / registration is for 10 years so also in many cases the period of interconnect agreement entered into by broadcaster with DTH is 3/ 7 years. In case of MSO its generally one year , therefore the period of interconnect agreement should be long enough so that it provide clarity on business to either for foreseeable future and reduces burden

of renewing it too frequently therefore in our view the interconnect agreement should be signed every five years.

**Issue 9:- CONVERSION FROM FTA TO PAY CHANNELS.**

**9.1 Whether it should be made mandatory for all the broadcasters to provide prior notice to the DPOs before converting an FTA channel to pay channel?**

**Ans:** Before conversion of a FTA channel to pay channel, the broadcaster is required to enter into interconnection agreement for that converted channel with DPOs .Therefore before any conversion from FTA to PAY notice with at least 60days time is suggested.

**9.2 If so, what should be the period for prior notice?**

**Ans:** For Conversion from FTA to PAY channel notice with at least 60days time is suggested.

**Issue 10:- MINIMUM SUBSCRIBERS GUARANTEE.**

**10.1 Should the number of subscribers availing a channel be the only parameter for calculation of subscription fee?**

**Ans:** In our view service providers must be mandated that the commercial settlement be link only with the no of subscribers availing the channel and there should not be any other conditions such as prescribing any minimum guaranteed no of subscriber or any fix amount as a subscriptions fee.

**10.2 If no, what could be the other parameter for calculating subscription fee?**

**Ans:** In addressable systems the no of subscriber to a channel is auditable, verifiable and therefore it improves transparency also makes deals comparable hence pricing of subscription fees can be determined.

**10.3 What kind of checks should be introduced in the regulations so that discounts and other variables cannot be used indirectly for minimum subscribers guarantee?**

**Ans:** In our view the minimum subscribers guarantee is against the spirit of regulatory frame work and may not be good for the sector.

**Issue 11:- MINIMUM TECHNICAL SPECIFICATIONS.**

**11.1 Whether the technical specifications indicated in the existing regulations of 2012 adequate?**

**Ans:** Yes the existing system is adequate as primarily it ensures the addressability transparency and helping in preventing piracy.

**11.2 If no, then what updates/ changes should be made in the existing technical specifications mentioned in the schedule I of the Interconnection Regulations, 2012?**

**Ans :** Covert figure printing to be added. The in-house SMS developed by service providers & using for its own convergent Customer data base, should be included in the regulation provided the BECIL has certified the said SMS.

**11.3 Should SMS and CAS also be type approved before deployment in the network? If yes, then which agency may be mandated to issue test certificates for SMS and CAS?**

**Ans :** Yes, just like STB's the CAS and SMS may also be required to be certified by labs of national repute like BECIL and obtain type approval certificate before deployment in the network.

**11.4 Whether, in case of any wrong doing by CAS or SMS vendor, action for blacklisting may be initiated by specified agency against the concerned SMS or CAS vendor.**

**Ans:** Yes, it can be black list the SMS and CAS Vender.

**Issue 12:- TECHNICAL AUDIT OF ADDRESSABLE SYSTEMS.**

**12.1 Whether the type approved CAS and SMS be exempted from the requirement of audit before provisioning of signal?**

**Ans:** Yes .Approved CAS and SMS to be exempted from audit before provisioning of signal.

**12.2 Whether the systems having the same make, model, and version, that have already been audited in some other network and found to be compliant with the laid down specifications, need not be audited again before providing the signal?**

**Ans:** The systems of a given make, model and version which have already being audited in some other network and were found to be complied with the laid down specification need not to audit again before providing the signal. One more option could be that type approved SMS and CAS systems may not be audited before providing the signal in each case the broadcasters can conduct technical audit of such systems during the continuance of the contract.

**12.3 If no, then what should be the methodology to ensure that the distribution network of a DPO satisfies the minimum specified conditions for addressable systems while ensuring provisioning of signals does not get delayed?**

**Ans:** One more option could be that type approved SMS and CAS systems may not be audited before providing the signal in each case the broadcasters can conduct technical audit of such systems during the continuance of the contract.

**12.4 Whether the technical audit methodology prescribed in the regulations needs a review? If yes, kindly suggest alternate methodology.**

**Ans:** No. The reports generated needs to be made uniform/ common for all broadcasters. Therefore common formats need to be published so that various broadcasters demanding different types of reports can be addressed.

**12.5 Whether a panel of auditors on behalf of all broadcasters be mandated or enabled? What could be the mechanism?**

**Ans:** A panel of auditors be identified who has the requisite skills, experience and technical knowhow to carry out the audit has to be chosen by the authority/ regulator which will be acceptable to all broadcasters and DPO's like BECIL.

**12.6 Should stringent actions like suspension or revocation of DPO license/ registration, blacklisting of concerned SMS and CAS vendors etc. be specified for manipulating subscription reports? Will these be effective deterrent? What could be the other measures to curb such practices?**

**Ans:** In our view, black listing concerned SMS and CAS vendors' suspension or revocation of DPO license /registration may work as an effective deterrent.

### **Issue 13:- SUBSCRIPTION DETAILS.**

**13.1 Should a common format for subscription report be specified in the regulations? If yes, what should be the parameters? Kindly suggest the format also.**

**Ans:** Yes. The parameter should provide to the concerned broadcaster, complete and accurate opening, closing and average no of subscriber for each month for the broadcaster's channels and the bouquets or package containing broadcaster's channels. Within seven days. With this parameters all the information required to calculate the monthly average subscriber's level shall be signed and attested by an officer of the DPO of a rank not less than head of the department, who shall certify that all information in the said report is true and correct.

**13.2 What should be the method of calculation of subscription numbers for each channel/bouquet? Should subscription numbers for the day be captured at a given time on daily basis?**

**Ans:** The method of calculation of channel is monthly average subscriber basis.

**13.3 Whether the subscription audit methodology prescribed in the regulations needs a review?**

**Ans:** No.

**13.4 Whether a common auditor on behalf of all broadcasters be mandated or enabled? What could be the mechanism?**

**Ans:** Not required. Present methodology is ok.

**13.5 What could be the compensation mechanism for delay in making available subscription figures?**

**Ans:** For ensuring the timely availability of the reports to service provider, DPO's may agree upon a certain compensation, which may be linked to billing amount and recorded in writing in their agreement.

**13.6 What could the penal mechanism for difference be in audited and reported subscription figures?**

**Ans;** The compensation mechanism for difference in audited subscription figure must be penalized seriously, for ensuring subscription reports correctly. CAS & SMS vendors can be black listed.

**13.7 Should a neutral third party system be evolved for generating subscription reports? Who should manage such system?**

**Ans:** Not required. The DPO will generate and manage subscription reports.

**13.8 Should the responsibility for payment of audit fee be made dependent upon the outcome of audit results.**

**Ans:** Not at all.

#### **Issue14:- DISCONNECTION OF SIGNALS OF TV CHANNELS.**

**14.1 Whether there should be only one notice period for the notice to be given to a service provider prior to disconnection of signals?**

**Ans:** Disconnection of signal can be attributed to many reasons; therefore there should be different time frames for disconnections of signals on account of different reasons to protect the interest of service providers.

**14.2 If yes, what should be the notice period?**

**Ans:** The time frame may vary from 30days to 90 days. The most important part which is still a grey area and needs to be addressed ie; on expiry of notice period, if the signal is not switched off within next 7days, in such a situation the Public Notice gets cancelled and for any switch off a fresh public notice has to be given.

**14.3 If not, what should be the time frame for disconnection of channels on account of different reasons?**

**Ans:** The time frame may vary from 30days to 90 days. The most important part which is still a grey area and needs to be addressed ie; on expiry of notice period, if the signal is not switched off within next 7days, in such a situation the Public Notice gets cancelled and for any switch off a fresh public notice has to be given.

#### **Issue 15:- PUBLICATION OF ON SCREEN DISPLAY FOR ISSUE OF NOTICE FOR DISCONNECTION OF TV SIGNALS.**

**15.1 Whether the regulation should specifically prohibit, the broadcasters and DPOs from displaying the notice of disconnection, through OSD, in full or on a partial part of the screen?**

**Ans:** The regulation should specifically prohibit broadcasters and DPO's from displaying the notice of disconnection through OSD, in full or a partial part of the screen.

**15.2 Whether the methodology for issuing notice for disconnection prescribed in the regulations needs a review? If yes, then should notice for disconnection to consumers be issued by distributor only?**

**Ans:** The most important part which is still a grey area and needs to be addressed ie; on expiry of notice period, if the signal is not switched off within next 7days, in such a situation the Public Notice gets cancelled and for any switch off a fresh public notice has to be given.

**15.3 Whether requirement for publication of notices for disconnection in the news papers may be dropped?**

**Ans:** No.

#### **Issue 16:- PROHIBITION OF DPO AS AGENT OF BROADCASTERS.**

**16.1 Whether the Regulations should specifically prohibit appointment of a MSO, directly or indirectly, as an agent of a broadcaster for distribution of signal?**

**Ans:** The DPO must not be the agent of broadcaster for distribution of signal, as there is a chance of conflict of interest.

**16.2 Whether the Regulations make it mandatory for broadcasters to report their distributor agreements, through which agents are appointed, to the Authority for necessary examination of issue of conflict of interest?**

**Ans:** Yes. The broadcaster must share the distributor agreement for necessary examination to check on conflict of interest.

**Issue 20:- NO-DUES CERIFICATES.**

**20.1 Whether a service provider should provide on demand a no due certificate or details of dues within a definite time period to another service provider? If yes, then what should be the time period?**

**Ans:** Yes. The service provider will provide no dues certificate or details of dues, when required by another service provider. Detail of dues within 30days and thereafter no dues certificate within seven days from the date of receiving the request.

**Issue 21:- PROVIDING SIGNALS TO NEW MSOs.**

**21.1 Whether it should be made mandatory for the new MSO to provide the copy of current invoice and payment receipt as a proof of having clear outstanding amount with the last affiliated MSO?**

**Ans:** It should NOT be mandatory for a new MSO to provide copy of current invoice and payment receipt as a proof of having clear outstanding amount with the last affiliated MSO.

**21.2 Whether the broadcaster should be allowed to deny the request of new MSO on the grounds of outstanding payments of the last affiliated MSO?**

**Ans:** Outstanding of one MSO is NOT a reason to deny signal to a new MSO.

**Issue 22:- SWAPPING OF SET TOP BOX.**

**22.1 Whether, it should be made mandatory for the MSOs to demand a nodues certificate from the LCOs in respect of their past affiliated MSOs?**

**Ans:** Not required, swapping should be allowed based on the Customers' decision.

**22.2 Whether it should be made mandatory for the LCOs to provide copy of last invoice/ receipts from the last affiliated MSOs?**

**Ans:** Not required, swapping should be allowed based on the Customers' decision.

**Issue 23:- ANY OTHER RELEVANT ISSUE THAT THEY MAY DEEM FIT IN RELATION TO THIS CONSULTATION PAPER.**