

Comments of Mr. Sisir Pillai and Mr. Srinivas R on Consultation on Interconnection framework for Broadcasting TV Services distributed through Addressable Systems.

Jun 13, 2016

Consultation on Interconnect – May 2016

We take this opportunity to once again thank TRAI for continuing to put all efforts to streamline all aspects of the Broadcasting Sector.

While we appreciate the effort being put in by the authority, our request is not to overlook the concerns and interests of:

1. Primarily the Consumer
2. Small and medium sized LCOs
3. Small and medium MSOs
4. Smaller Broadcasters.

We once again reiterate that the ***Integrated Distribution Network Model*** is best suitable for all players in the ecosystem including Consumers. Most of the Interconnect issues, in our view can easily be addressed by implementing the Integrated Distribution Model and it will usher in real Transparency for all stakeholders. This model allows Consumer transparency and the complete freedom to select and choose channel/s of their choice.

However if any other Model other than the Integrated Distribution Model is prescribed, it's very important to ask Broadcasters to formulate a New RIO, which should not be derived from the archaic Analog-era RIO rates. The current RIO rates published recently by Broadcasters are formulated on the basis of the old Rates and looks unreasonable, unviable & unjustified. Our view is that Broadcasters should come out with a fresh set of Rates for Digital Addressable System for it to be meaningful and relevant

Further, we opine that HITS Operators and MSO's wanting to implement the VNO model, should not be restrained by existing regulations and should granted relief by allowing them to offer their services in Phase 3 & 4 markets without having the LCOs using their headend to comply with rules which mandates that Headend Operators in DAS "**should have their own Independent CAS & SMS**".

COMMON INTERCONNECTION FRAMEWORK FOR ALL TYPES OF ADDRESSABLE SYSTEMS

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

Our View:

The DPO ecosystem can be broadly divided into 2 categories:

- i. Services offered by DPO directly to Consumers: DTH
- ii. Services offered by DPO thru' additional stakeholders including 3rd party infrastructure providers : MSOs, HITS & IPTV

In the 1st category, DPO deals with broadcasters and offers their services (in addition to some of their own) directly to consumers. In a transparent & uniform pricing ecosystem, DPOs falling under this category are unfairly advantaged as they get to retain the entire share from consumers after paying broadcasters.

The 2nd category of DPOs is disadvantaged as they have to share:

1. At least 35% revenue to be shared with the LCO
2. Additional expenses towards infrastructure provider cost (TELCOs, Access providers & bandwidth providers) which takes away a major share of revenue earned.

Considering the above our view is that a Differential pricing mechanism should be considered to ensure a level playing field, while ensuring that the cost to the Consumers remains uniform.

b) Should a common interconnection regulatory framework be mandated for all types of addressable systems?

Yes, a common Interconnect Regulatory framework needs to be formulated with broad areas of consensus between different Distribution platforms. However, there needs to be changes in revenue share between stakeholders following B2B models and those with B2C models to ensure that the ecosystem where additional stakeholders are involved are not unfairly compromised.

TRANSPARENCY, NON-DISCRIMINATION AND NON-EXCLUSIVITY

a) 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.

Agreements on mutually agreed terms should Not be Permitted.

Such arrangements can be viewed in 2 ways:

1. They are indeed signed on mutually agreed terms
2. Coerced into signing such arrangements.

Our view is that while such arrangements may be good from a business perspective, it is these arrangements are anti-consumer and are the root cause of most disputes. It is a huge drain on resources such as Time, Money and Manpower. It also results in genuine seekers of content being denied content resulting in reduced competition and plurality in the ecosystem.

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

The very name and nature suggests that these arrangements can never provide level playing field, is anti-competitive and anti-consumer. Such arrangements must be discouraged.

c) 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.

Implementing the ***“Integrated Distribution Model”***, in our opinion is the best to effectively bring in non-discrimination.

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

Our view is that Mutual agreements should not be allowed.

e) 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?

TRAI’s initiative on rigorously following the principles of non-exclusivity, must-provide and must-carry is an important contributor for orderly growth; however, the consumer finds itself in a piquant position as they Still cannot exercise Choice of Channels, nor are they aware of the correct Price of a Channel or a bouquet of channels.

To ensure that Consumer gets their choice of channels:

- a. Implement the ***Integrated Distribution Model***. This model allows Consumers complete freedom to select and choose channels & services of their choice; in a non-discriminatory manner, whether they choose ala-carte or bouquet or a mix of both.
- b. Discounts to be equitable, transparent and limited (not exceeding 15%), as DPOs use this to push channels not sought by consumers
- c. Most importantly, Retail prices to be completely disassociated from Trade-related discounts such as Carriage, Placements & Marketing, as this results in ***“Differential Pricing”*** at the retail end.

This practice of clubbing together Trade related discounts into the RIO should be discouraged as it Increases Price to the Consumers and they are forced to subscribe to bouquet or unwanted channels & services and they are never unaware of the exact price of channels & services.

f) 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.

To maintain transparency & equitableness, RIO should contain all the terms and conditions including rates, discounts (we suggest that this be limited to Volume discounts).

Trade-related discounts are used to obfuscate actual pricing and our view is that Trade related discounts should be made applicable only on Volume discounts, which should not exceed 10 %.

We once again reiterate that Trade Discounts such as Carriage, Placement & Marketing etc is Anti-consumer as the DPOs in order to avail these discounts pushes non-relevant and weaker channels in Bouquets which increases the Price to Consumers.

g) Should RIO be the only basis for signing of agreement? If no, then how to make agreements comparable and ensure nondiscrimination?

Till the ecosystem stabilizes the RIO should be the basis for inter stakeholder transactions. The better way to overcome challenges in a RIO based ecosystem is to implement the *Integrated Distribution Model*, which eliminates most inter-stakeholder dispute areas and most importantly empowers consumer with a transparent ecosystem.

h) 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?

Yes, but only if a model other than the Integrated Distribution Model is chosen. Further, our view is that the Regulator should formulate the SIA, which should be common for all DPOs.

i) 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?

Yes. It should be a standard document which should be formulated by TRAI and should have Minimum list of simple requirements but at the same time it should incorporate requirements which discourages non-serious entities.

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

Yes, in our view.

k) 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?

It is not an easy answer to be given as the Broadcasters force DPOs to carry their weaker and non-relevant channels as part of packages/bouquet using Trade Discounts. Just by virtue of being carried in such bouquet such weak and non relevant channels gets viewership which is much more than 5% and then it may become difficult to discontinue these channels.

This is one more reason why we urge the Regulator to implement the Integrated Distribution Model, as this model allows consumer complete freedom to choose a channel/bouquet and the DPO can then assess whether a channel needs to be continued / discontinued, basis uptake by consumers.

l) 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.

'Must Carry', in a scenario where more than 800 broadcast licenses are available is just not practical to be implemented. We aver that the focus should rather be on means to ensure more competition in the sector by allowing more DPOs to enter the business and allowing consumers freedom to choose channel/s of their choice.

m) In order to provide more transparency to the framework, 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 mustcarry 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?

Our view is that first and foremost, Subscription agreements should Not be clubbed with Carriage, Placement and Marketing agreements and they are fundamentally part of separate agreements. In the case of Subscription agreements the seeker of signals is the DPO and the in the second case where Carriage, Placements or Marketing is concerned the seeker is the Broadcaster.

We once again opine that the Integrated Distribution Model is best suited for the industry, as these clearly separate the 2 dealings between the Entities (Broadcasters and DPOs)

EXAMINATION OF RIO

a) 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?

As the Authority has all the copies of RIO signed, it should delete such Provisions in the RIO which do not comply with the Regulations and ask the non-compliant Broadcasters to issue fresh Terms (only those terms which are not in compliance).

Our view is that Broadcasters should come out with a fresh set of Rates for Digital Addressable System as the recently revised RIO rates of most pay broadcasters in our opinion do not fully comply with the Regulations.

b) 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?

Objections to the terms and conditions cannot be restricted by time frame.

c) If yes, what period should be considered as appropriate for raising objections?

N.A

TIME LIMIT FOR PROVIDING SIGNALS OF TV CHANNELS / ACCESS TO THE PLATFORM

a) 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.

The question begets is “if a DPO request for signals/channels of a Broadcaster, why will they try and delay the process of negotiation”.

We suggest that the Negotiation process be sub-divided into: 15 days each for initial consent (ii) 15 days for Signing of commercial (iii) Final 15 days for provisioning of signal which include verification/audit of technical systems (Total of 45 days instead of 60 days).

This break up will clearly indicate which stakeholder/entity is responsible for delays (if deliberate) or the process (which stage) where the delay is happening, so the same may be rectified by the Regulator by bringing amendments to the regulations.

b) 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?

Imposition of Financial Disincentive at this stage is not recommended. As stated in the previous point, the Authority can verify the reasons for the delay and advice the erring service Provider to either fall in line or if rectify and make changes, if it is due to systems/processes.

c) Should the SIA be mandated as fall back option?

Answered above.

d) 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.

A better option will be that TRAI prescribes a standard correspondence and reply format with dates for completion of each process, as suggested above. TRAI & or BECIL should lay down the standards for the same.

What has been observed is that most DPO opts for standard CAS and SMS, which can be given a formal approval for use by the Regulator. Our view is that DPOs using such CAS & SMS should get automatic approvals. Further our view is that TRAI & BECIL or other authority approved by the Regulator should formulate a Standard set of Processes to be followed by all DPOs and if these are complied with then such DPOs should be granted automatic approvals. Any non-standard or a New CAS & / SMS should first get the Audit of their system to be approved, before being allowed to be used by any DPO. This will ensure that timelines required for Audit is compressed/minimized.

If any CAS or SMS is found wanting/inadequate or failed in the Audit process, then the vendor has to be instructed to get the same corrected within defined timelines and if it has not been done, then such vendors should be barred from offering their services in DAS.

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

Yes, either the Regulator or the Hon'ble TDSAT or any agency approved by the Regulator, can be the appropriate forum.

REASONS FOR DENIAL OF SIGNALS / ACCESS TO THE PLATFORM

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

Any DPO who does not have the requisite License, or fails to use any Standard /Approved Encryption & SMS and Standard Process (which as opined above could be formulated by TRAI & or BECIL).

b) 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.

Denial of content should be allowed only in case of non-compliance to a few standard issues (as pointed above). Any license holder, who has been granted permission should be given content unless specifically seen to be non-compliant with a certain standard operating practices - - else there will not be any plurality in business and there will be very little innovation in this field as any new license holder wanting to introduce a new technology which may be good for the business and for consumers may fail to take off without getting content.

INTERCONNECTION MANAGEMENT SYSTEM (IMS)

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

Yes.

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

Yes.

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

India is home to some of the world's best IT companies. Bidding should be called for and only those companies who have a history of creating an IT system handling such large transactions should be qualified. The Regulator can be the Admin of this IMS.

d) What functions can be performed by IMS in your view? How would it improve the functioning of the industry?

Initially the IMS can be the repository of RIO of all Broadcaster and DPO Interconnect Agreements. It can also include list of all approved CAS, SMS vendors, whose systems get Audit approval.

e) What should be the business model for the agency providing IMS services for being self supporting?

It should be self-supporting and funded by stakeholders in the Ecosystem.

TERRITORY OF INTERCONNECTION AGREEMENT

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

Yes, a single Interconnection agreement is adequate for the complete territory for any given entity.

b) 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?

DPO should be allowed unconditional access in the territories where they have been granted License and no intimation to broadcasters should be required.

c) 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?

Answered above.

PERIOD OF AGREEMENTS

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

Minimum term should ideally be 2 years.

CONVERSION FROM FTA TO PAY CHANNELS

a) 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?

Not only DPOs but to Consumers as well. It should be through scrolls on their channels and through Mass Media, especially in the Areas where the channels are being targeted for eg. A Marathi channel going FTA from Paid or vice versa, the information should be sent through any Mass Media which is in Maharashtra.

b) If so, what should be the period for prior notice

Ideally 6 months, but not less than 3 months, as there will be many customers on pre-paid packages. Also the rate for such channels, if it goes pay and a discount, if a Pay channel opts to become FTA.

We urge the Regulator to bring in Regulations to Discontinue the practice of some of the channels being FTA for one market or cases where they are FTA in a particular platform (DD Direct or some DTH platform) and being "Pay Channel" for other platform as it is discriminatory in nature.

MINIMUM SUBSCRIBERS GUARANTEE

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

Yes, but it should be calculated on the Rate per channel or Rate per Bouquet x No of subscribers x Volume Discount %, as per applicable slab notified in the RIO.

b) If no, what could be the other parameter for calculating subscription fee?

N.A

c) What kind of checks should be introduced in the regulations so that discounts and other variables cannot be used indirectly for minimum subscribers guarantee.

All agreements to be executed on basis of only RIO and no other agreement including any side agreement should be allowed. Further, RIO Rates should not be allowed to be discounted more than 10 to 15% at best.

It is very important that Subscription arrangements should be disassociated from Carriage, Placement & Marketing agreement.

MINIMUM TECHNICAL SPECIFICATIONS

a) Whether the technical specifications indicated in the existing regulations of 2012 adequate?

Yes. At this point in time it looks adequate.

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

N.A.

TECHNICAL AUDIT OF ADDRESSABLE SYSTEMS

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

As stated in the answer to one of the previous query.

b) 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?

Yes. There is no need to re-audit such CAS & SMS. Processes and systems can however be audited to check for compliance.

c) 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?

N.A

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

No.

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

A pre-approved Panel comprising representative having background and experience in conducting Technical, IT, Process and Accounting audits can be nominated by TRAI. Companies/Entities and persons nominated on such a panel should not be on the rolls of one or other Broadcaster / MSO / DPO nor should they be on a Consultancy/ Retainership.

f) 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?

It should start with first informing the errant DPO on the nature of complaint and to correct within a specified timeline. Penal stricture can be passed if there is no response after a couple of warnings and only after that can suspension, blacklisting be considered.

SUBSCRIPTION DETAILS

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

Yes. As already prescribed in the 2012 Regulations.

b) 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?

As prescribed in the 2012 Regulations

c) Whether the subscription audit methodology prescribed in the regulations needs a review?

No.

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

TRAI can empanel a list of Auditors who can be qualified to conduct the Audit based on parameters laid down by the Authority. A common Audit of the Systems, Processes, CAS & SMS should be conducted and certification given by this Panel, rather than having separate Audits by Broadcasters.

e) What could be the compensation mechanism for delay in making available subscription figures?

f) What could the penal mechanism for difference be in audited and reported subscription figures?

It can start with by informing the erring DPO and asking them to correct their systems, processes and its reporting. Show cause notice can then be issued and despite this if there is no change in the approach of the concerned DPO, then Penal or other action can be contemplated.

Any incorrect reporting will have twin effects; a decrease in Subscription payout and simultaneously a decrease in Carriage, Placement & Marketing Revenues.

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

No. These are confidential information and cannot and should not be given to any third party.

h) Should the responsibility for payment of audit fee be made dependent upon the outcome of audit results?

Audit fee should not be dependent on the outcome of Audit results. However a common Audit of DPOs can be conducted on behalf of all Broadcasters and TRAI can decide the Audit fee to be levied, which can be shared by all the Broadcasters and the concerned DPO.

DISCONNECTION OF SIGNALS OF TV CHANNELS

a) 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?

OSD displays, both by Broadcasters (for non payment of their dues) or DPOs (non payment of Carriage & Placement fee) is a B2B issue, which should not be permitted to impede Consumers rights to view channels. A simple scroll message will be enough.

b) 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?

This practice should be completely scrapped as very rarely will a subscriber read such Notices. Suggest a simple Scroll message on the screen which is intended to INFORM and Not IMPEDE Consumers view of the Channel/s.

c) Whether requirement for publication of notices for disconnection in the newspapers may be dropped?

Yes. A simple scroll message on the channel/s will be better.

PROHIBITION OF DPO AS AGENT OF BROADCASTERS

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

Till the time the issue of Vertical and Horizontal Integration in the industry is not addressed, Regulations should clearly prohibit such practice. The practice of appointing MSO/DPO as a Distributor of Pay channels only encourages Discrimination and sharing of confidential information to competitors, which can result in eliminating competition.

b) 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?

Yes as this will promote transparency and fairness in the ecosystem.

INTERCONNECTION BETWEEN MSO /HITS/ IPTV OPERATORS AND LCOs

a) Whether the framework of MIA and SIA as applicable for cable TV services provided through DAS is made applicable for HITS/IPTV services also.

To Accelerate & Promote Digitization in Phase 4 cities new regulations should be such that the uptake of HITS headends is facilitated.

Regulations such as Installing separate CAS and SMS as mandatory for DAS headends should be removed for HITS headend.

Similarly regulations and other tax implications which impede IPTV uptake should be removed to speed up Broadband uptake.

b) If yes, what are the changes, if any, that should be incorporated in the existing framework of MIA and SIA.

As required above.

c) If no, what could be other method to ensure non-discrimination and level playing field for LCOs seeking interconnection with HITS/IPTV operators?

For LCO seeking Interconnection the regulations should be such that it minimizes regulatory impediments and facilitates the concept of VNO.

TIME PERIOD FOR PROVIDING SIGNALS OF TV CHANNELS

a) **Whether the time periods prescribed for interconnection between MSO and LCO should be made applicable to interconnection between HITS/IPTV operator and LCO also? If no, then suggest alternate with justification.**

b) **Should the time period of 30 days for entering into interconnection agreement and 30 days for providing signals of TV channels is appropriate for HITS also? If no, what should be the maximum time period for provisioning of signal to LCOs by HITS service provider? Please provide justification for the same.**

Agree to the 30 days for getting into an Interconnection. However, a slightly longer period (45 to 60 days) may be given for **providing signals** as in the case of HITS procuring and installing the HITS Headend make take slightly longer time.

LCOs network is almost entirely *“rf”* whereas IPTV needs a more advanced network L2 or L3 network and unless LCO is ready with a network which can carry these signals it may not be appropriate to connect them.

REVENUE SHARE BETWEEN HITS/IPTV OPERATOR AND LCO

a) **Whether the Authority should prescribe a fall back arrangement between HITS/IPTV operator and LCO similar to the framework prescribed in DAS?**

b) **Is there any alternate method to decide a revenue share between MSOs/ HITS/IPTV operators and LCOs to provide them a level playing field?**

Our view is that All terms and conditions should be the same. The changes that we suggest should be for granting additional time for offering services and most importantly ***Deleting the clause which requires setting up of Independent and Separate CAS and SMS for each headend.***

NO-DUES CERTIFICATES

a) **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?**

Our View is that the Bill provided every month by the MSOs to the LCOs will have to mandatorily provide the outstanding amount of the Previous Bill and the same should be acknowledged by the LCO within 10 days of receipt of the Bill. DPO should provide a No Dues certificate or an Outstanding statement every quarter, if not every month to LCO.

A suggestion is that since TRAI is privy to the Interconnect RIO, a copy of such monthly Invoices can be shared with TRAI.

PROVIDING SIGNALS TO NEW MSOs

a) 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?

Yes, but only when it is accompanied by an acknowledgement of the outstanding amount by the LCO.

A better option will be that the MSOs should be told to provide a regular quarterly / monthly Report of the past 9 to 12 months showing the outstanding amounts owed, rather than just when the LCO intends to become an MSO.

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

No. These are unrelated.

SWAPPING OF SET TOP BOX

a) Whether, it should be made mandatory for the MSOs to demand a no-dues certificate from the LCOs in respect of their past affiliated MSOs?

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

Response to both the above: An MSO can claim that their STB is swapped only if the STB is owned by the MSO. It is incumbent upon the MSO to prove that the STB belongs to them i.e the STB is still in the books of the MSO and that it has not be sold to the customer (with receipt showing monthly Rental or EMI being paid by the Subscriber).

The MSO cannot claim that their STB's have been swapped if they cannot prove ownership of the STB.

Secondly, the MSO should also provide proof that the STB's were given to that particular LCO, with Delivery Challans acknowledging that the LCO has received the same.

If the proof is submitted, then the MSO has every right to either get back the STB or have the LCO pay for it.