

RESPONSE OF DISH TV INDIA LIMITED
TO THE
CONSULTATION PAPER
ON
ISSUES RELATED TO QUALITY OF SERVICES
IN
DIGITAL ADDRESSABLE SYSTEMS & CONSUMER PROTECTION

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Response of Dish TV India Limited to Consultation Paper on “Issues related to Quality of Services in Digital Addressable Systems and Consumer Protection”:

At the outset and before providing our comments to the issues raised in the present consultation paper under reply, we would like to reiterate and re-highlight that the Authority should ensure that a single framework be laid down for all consumers – irrespective of the mode and the delivery platform through which they are receiving the Channels. It is a matter of record that disparity has been existing even in respect of the requirements imposed on one platform from another. Even though the IPTV and OTT distribution platforms have existed for long now however there has no requirement imposed on these platform because of which the consumers have been left in lurch – without having any recourse.

At the cost of repetition we would like to reproduce our submission as submitted to the Authority in our previous responses.

As pointed out in our last responses, Dish TV has repeatedly been highlighting the disparities in the Industry leading to complete absence of level playing field for the DTH operators due to heavy taxation on the DTH industry coupled with the practice of the broadcasters to pay huge amount to the MSOs as carriage fee or under different heads and thereby creating a visible and clear difference in the content cost. At the cost of repetition we would like to highlight and reiterate the same again to bring the same again into the notice of TRAI which issue are critical even for the present consultation. Owing to the disparities meted out to the DTH platform, the platforms have been bleeding and imposition of requirements / obligations on the DTH platform which would result in additional outflow of funds would further accentuate these issues.

DISPARITY METED OUT TO THE DTH INDUSTRY BY THE REGULATOR AND THE LICENSOR

A. LICENSE FEE

- TV Channels are distributed through various distribution platform operators (DPO) to the end consumers using various technologies, however, the content (TV Channel program) remains unchanged. The present regime for the license fee is discriminatory against the DTH Operators and is designed to provide the leveraged position to Cable Operator, HITS, IPTV, and MSO etc in the market place as they are not required to pay any annual license fee. On account of such additional burden the DTH subscriber is discriminated who has to bear higher burden, compared to cable/HITS subscriber. The DTH industry has been raising this issue from the time the industry has come into being. It is a matter of record that in the month of March 2008, the Ministry of Information and Broadcasting had taken a decision to fix the License Fee @ 6% of the Gross Revenue which decision had the concurrence of the TRAI also. However, for reasons best known to the Government, the said decision is yet to be put into effect. The TRAI and the Ministry of Information & Broadcasting is well aware that the DTH has played a very critical role in making the Digitisation dream a success in addition to providing a world class experience to the consumers. Despite this, the DTH industry has always been accorded a step motherly treatment. There is an urgent need to remove these anomalies and create a level playing field for the DTH operator. Dish TV seeks the support of the TRAI in rationalization of the License Fee so that even the DTH may be granted a level playing field which has all along been given step motherly treatment by the Government and the Authority

B. DISCRIMINATION BETWEEN SUBSCRIBERS OF DIFFERENT PLATFORMS

The subscribers of the DTH platform, like subscriber of any other platform receive the same registered and permitted channels. The intent and purpose of the activity of broadcaster and that of the DTH operator and any other Distribution Platform Operator is same, i.e, making the same channel available for public viewing. The DTH operator as well as any other DPO merely provides connectivity between content broadcaster and the consumer. However, the Authority has not prescribed any condition of service for the platforms like IPTV and OTT which is clear case of discrimination resulting in non-level playing field. Thus the discrimination is hostile and arbitrary. With the advent of Digitisation, it is imperative that a non-discriminatory regime for the subscribers is put in place.

OTT PLATFORM: A DEVICE TO CIRCUMVENT THE EXISTING REGULATORY FRAMEWORK

The Broadcaster, who have obtained the permissions to uplink / downlink channels from the Ministry of Information and Broadcasting, have started using the internet platform to make their content / channel available. Furthermore, the broadcasters are themselves distributing the same content to the users. Accordingly, the Broadcaster is operating as “Broadcaster” as well as “distributor of televisions channels” on the internet platform.

In this regards, the following points are important to note:

- In terms of the extant TRAI Regulations, a Broadcaster means any person including an individual, group of persons, public or body corporate, firm or any organization or body who/which is providing broadcasting service and includes his/her authorized distribution agencies.
- Further, the Broadcasting services means the dissemination of any form of communication like signs, signals, writing, pictures, images and sounds of

all kinds by transmission of electromagnetic waves through space or through cables intended to be received by the general public either directly or indirectly and all its grammatical variations and cognate expressions shall be construed accordingly.

- A bare perusal of the above two definitions clearly provide that the dissemination of the Television channel content even through internet will amount to broadcasting service and the person broadcasting the same would be broadcaster.

Further, it is also important to note that the content being provided by the broadcasters are free of cost with an intention to create a captive subscriber base and create a monopolistic situation. Because of 'free of cost' provision of the content by the broadcasters through OTT services, other distributor of TV Channels are heavily prejudiced. This method of streaming of content by the broadcasters directly to the customers, bypassing all the intermediaries would ultimately have the effect of potentially threatening the existence of the other distribution platforms. With the launch of 4G services this trend is more alarming. Such provision of content completely at no cost would only induce the subscribers to shift their operators for the purpose of channel viewing.

Impacts of the provision of TV Channels / contents by the Broadcaster

- Since the Broadcaster are providing the channels / content directly to the consumers, that too without any charge, this would create a monopolistic situation where the Broadcaster, being the distributor also would also control the end mile solution.
- The TRAI Regulations clearly prohibits any distributors of TV channels or a broadcaster to enter into any exclusive contract. In the present case, on the internet platform, since the broadcaster is also a distributor of TV channel, the arrangement is clearly exclusive in nature. The reasons for prohibiting exclusivity under TRAI Regulations was to ensure an orderly and equal growth of all distribution platform.

- Furthermore, the instant situation, where the broadcaster is also a distributor of TV channels, is also in breach of the cross holding restrictions notified by the government which clearly prescribes cross holding restriction between broadcaster and distributor. In the absence of similar prescription for internet based provision of channels, the broadcasters are breaching the cross holding restriction while providing the channels directly to the subscriber.

In this regard, we would also like to state that the primary objective for establishment of the TRAI was to protect the interest of the service providers and consumers and to promote and ensure the orderly growth of the telecom sector which includes the DTH sector. This objective is enshrined in the preamble of the TRAI Act, and the same is mentioned as under:

“To provide for the establishment of (Telecom Regulatory Authority India and the Telecom Disputes Settlement and Appellate Tribunal to regulate the telecommunication services, adjudicate disputes, dispose of appeals and to protect the interest of service providers and consumers of the telecom sector, to promote and ensure orderly growth of the telecom sector) and for matters connected therewith or incidental thereto.”

With the enormous increase in the users availing the channels through internet, it is imperative that the TRAI steps in right now to notify certain regulation to cease the advent of monopolistic activities. We therefore expect that the TRAI would notify necessary regulations to ensure the orderly growth of the industry and also to provide a level playing field to the distributor of TV channels.

It is submitted that under the proposed tariff framework, if a channel is declared as a Pay channel by the Broadcaster, then the said channel should neither be allowed to be made available on any other distribution platform at a cost lower than the published price nor should the subscribers of the distribution platform

should be able to receive the same free of cost. The regulation may provide for partial exemption of news channels.

Before proceeding to avert our response to the consultation paper, we therefore sincerely request TRAI to consider the issues as mentioned hereinabove and take some concrete steps towards ensuring that the same are addressed in a fair and proper manner as in the absence of this it will not be possible to ensure level playing field amongst the stakeholders and such a scheme will only be illusionary.

BRIEF BACKGROUND

In addition to the above it is stated that the Authority has laid down the QOS requirements only for DTH and Digital Cable and no requirement / obligation whatsoever has been prescribed by the Authority for IPTV platforms and OTT platforms. Further, it is important for the TRAI to note that a DTH operator operates on a PAN India basis and that it has to appoint service franchises at a local level who are independent third parties their roles are limited to the extent of installation of connection and provision of after sales services. These entities are unlike the cable operators who has a network in the area of his operation has access to the each and every household being serviced by him. Therefore while a cable operator in effect owns the subscribers and has the ultimate responsibility to serve its subscribers, a DTH operator faces a difficulty to provide the after sales services through the third parties. Further, the nature of problems in DTH are varied and comprise of issue from alignment of antenna to taking care of any other issue in the hardware. Thus, the TAT cannot be same for a DTH operator as compared to the cable operator.

With respect to the contents of the present consultation paper, we are of the opinion that there are many issues raised in the Consultation paper which does not require any Regulation. Since the distribution industry is heavily

competitive, the industry itself strives to provide the best service. Further, by practice also, lot of procedures are already in place for which no Regulation is required. The TRAI as a regulator has to look at the overall working of the industry and not to get into the micro management of the business. It should be left open to the business to decide the way in which the operations should be run with an intent to provide the service to the consumer.

Having so stated, we provide our response to the Consultation Paper as under:

Q1:- What should be broad contours for a QoS Regulatory framework for digital addressable systems? Please furnish your comments with justification.

Dish TV Response to Issue No. 1: These regulatory framework in addition to being customer oriented, should also take into account the concerns raised by the service providers and in any failure on the part of the Authority to consider the issues raised by the service providers would be ineffective and inappropriate and would result into failure. As we are aware, while the QoS regulations govern the relationship between a DPO and its subscribers, it is the Interconnect Regulations which govern the relationship between the broadcasters and the DPOs. Therefore any effort to define the relationship between the DPOs and the subscribers, without considering the constraints of the DPOs under its relationship with the broadcasters, would be a futile exercise and the TRAI, being the regulator of the industry would be well advised to take into its consideration the constraints on the part of the DPOs while framing the QoS regulation. For example: the present QoS regulation prohibits any change in the composition of the subscription packages chosen by the subscriber. However this regulation becomes extremely difficult for any DPO to comply unless there is a corresponding requirement for the broadcasters to not to discontinue any channels from the DPOs platform without giving notice for the said period. Therefore TRAI should consider the applicability of other regulation before making provision of the QoS Regulation.

We may state that since a QoS regulation governs the relationship between a DPO with its subscribers, there should not be any difference between the QoS norms of different platform and uniformity should be maintained across all the platforms, except of course for such criteria which is dependent on the TAT. As regard that given option are concerned, we feel the regulated QoS has worked well for DTH, and DAS and in line with the same, the TRAI should prescribe regulated QoS for the other platforms as well.

Accordingly, it is suggested that the QOS norms should not only consider and cater to the requirements of the customers but should also consider the probable impact on the DPO's. Further, the TRAI should also ensure that in case any condition of the QOS requires an action from any other stake holder, such stake holder should also be bound by norms of the TRAI.

Q2: Should there be a uniform regulatory framework for Quality of service and Consumer protection across all digital addressable Platforms? Please provide your comments with justification.

Dish TV Response to Issue No. 2: As stated hereinbefore, we are of the opinion that the relationship between a subscriber with the DPOs should not made subject to the nature of the platform the DPO operates in and uniformity should be maintained across all the platforms for quality of service. Presently QoS norms have been prescribed for DTH and DAS, most of the provision of which are similar. We suggest that similar QoS regulations should be prescribed for IPTV and OTT service platform also.

Q3. Should timelines relating to various activities to get new connection be left to the DPOs for transparent declaration to the subscribers? If so, how can the interest of the subscriber be best protected if the connection is not provided in given time frame?

Dish TV Response to Issue No. 3: We are of the view that it should be left for the DPO's to decide the timelines within which the said DPO shall be able to

provide the new connection to the subscriber which timelines should be declared on the website of the DPO. The distribution industry, because of large number of distributors, operates in a heavy competitive environment because of which the customers are able to get the best services from the DTH operators. Accordingly, the DPO's would always make their best efforts to provide the connection to the subscriber as soon as possible. It is an established fact that the need of Regulation does not exist when the competition is healthy and effective accordingly we don't feel that there is any requirement to prescribe a time limit. It should left open for the DPO's to mention the time limit which it would be able to provide the connection.

Q4. What should be the time limits for various activities, as mentioned below, to get new connection? Please provide your comments with justification.

(a) Response time for processing new service request and conveying feasibility of providing connection at the desired location

(b) Time line for completion of CAF, installation and activation of service

Dish TV Response to Issue No. 4: As stated above, the distribution industry has healthy and effective competition and because of which there is no need to prescribe any condition in respect of time limit within which the connection has to be provided by a DPO. However, in the alternative, in case the Authority is of the conclusion that a limit has to be prescribed, there is already a maximum time limit prescribed for installation of new connection in case of DTH platforms – which is 5 days from the date of request. Such time limit, in itself, includes the processing the request of the subscriber, completion of CAF etc. and therefore there is no requirement to further categorically allot time limit for different activities under different headers which forms part of the ultimate header namely installation of new connection.

Q5. Should minimum essential information that must be included in the CAF be mandated through regulations so as to maintain basic uniformity? Give your suggestions with justification.

Q6. Should minimum font size be specified for CAF? If not, how can it be ensured that important information provided in CAF is given in a manner such that a consumer can read it easily?

Q7. Should use of e-CAF be facilitated, encouraged or mandated? Please provide your comments with justification.

Dish TV Response to Issue No. 5, 6 & 7: At the outset, we would like to strongly recommend the introduction of e-CAF. We are of the view that it must be mandated for the DPO's to provide the CAF only in electronic format. However, the DPO's may be granted some time to move from physical CAF to e-CAF. It is submitted that the mandatory prescription of the e-CAF is not only a step towards "go-green" initiatives of the Government of India but it is also in the interest of the consumers. It is a matter of common knowledge that the consumers rarely maintain the CAF with them. However, with introduction of the e-CAF, it will be readily available with the consumers. Further, the TRAI can also prescribe that upon request of the subscriber, the DPO shall provide the copy of the e-CAF to the subscriber.

We are of the opinion that a CAF should have the provision of mentioning such information which are required for the purpose of identification of the subscriber and his connection. This may include the name, address and contact numbers of the subscribers, the packages opted by them, scheme under which the STB is opted, STB and VC number pertaining the connection, dealer from which the connection have been taken.

In respect of the font size, it is stated that with introduction of e-CAF, there will not be any requirement for specification of the font size. However, in the unlikely event that the TRAI prescribes physical CAF, still there is no need to prescribe the font size. The regulations may provide that the CAF should be readable to the consumer. Any prescription of font size may result in additional pages of CAF which will certainly increase the cost of the CAF to the DTH operator. In this regard, it is submitted that while prescribing any regulation in this regard, the TRAI must consider about the additional expenses to be incurred by the DTH operators which are already under heavy burden of taxes and other levies. However, as the primary objective for the TRAI behind this is to increase customer awareness about the terms and the conditions under which the

services are being provided, the TRAI can prescribe that in addition to the CAF, the terms and conditions should also be uploaded on the website of the service providers. While this will serve the purpose for the present issue under consultation, it will be cost effective for the operators as well.

Q8. Should the minimum essential information to be included in the MoP be mandated through regulations to maintain basic uniformity and to ensure that consumers get all relevant information about the services being subscribed?

Q9. What should be the minimum information to be included in MOP? Please provide details with justification?

Q10. Should it be necessary to provide a printed copy of MOP to all the customers at the time of subscription to the service? If not, how it can be ensured that all required information is available to subscribers when required?

Dish TV Response to Issue No. 8, 9 & 10: The Manual of Practice work as an initial guide or the customer to know crucial information about the service provider and the service being provided by it, The MoP therefore acts as a very important tool for the customer in relation to the service being availed by it. It is therefore mandatory that the customer should be provided with the MoP. The present regulatory framework already prescribes provision of Manual of Practice by the DPOs to the customers which already has the provision of containing minimum information required to be furnished to the subscribers. It is stated that such a provision in the regulation is adequate for the industry and no additional information or requirement should be prescribed in respect of the same. We would like to state that Dish TV has been providing all the information as prescribed in the QoS regulation in clear and unambiguous terms. However we suggest that like in other sectors, TRAI should adopt 'go green' policy and provide an option to the DPOs to provide the MoP on their website. As we understand, the primary objective for TRAI under the present issue is the fact that some of the DPOs are not following the prescribed guidelines. The only reason which could be attributed to this is cost saving endeavor by the operators.

If TRAI prescribes provision of the MoP on the website of the DPOs, this issue of non-compliance by the some of the operators can also be addressed. TRAI can further make some stricter/stringent provision like penalty etc. if the errant DPOs do not follow such regulation even thereafter.

Regarding customer awareness, we believe the website will act as a potential tool for bringing adequate awareness amongst the customer. In order to bring further awareness, TRAI may make the provision of making such information through the home channels/platform services of the DPOs.

Q 11. Should there be an initial subscription period while providing a new connection to protect the interest of both the subscriber as well as DPOs?

Q 12. If so, what should be the duration of such initial subscription period?

Q 13. What protections should be provided to subscribers and DPOs during initial subscription period? Give details with justification?

Dish TV Response to Issue No. 11, 12 & 13: Before proceeding to decide this decide this issue, TRAI must acknowledge that there is a tremendous competition in the broadcasting industry with 6 DTH operators and a large number of MSO's in the market to woo the customer. With this stiff competition in the market, any pejorative practice by any operator will surely be detrimental for its own business. This factor clearly works heavily against any operator going for any anti-consumer practice. Further, it is a matter of record that due to heavy competition in the market, all the DTH operators are forced to make available their CPE (Consumer Premises Equipment) at a very subsidized rates. It therefore becomes important for a DTH operator to ensure that subscribers acquired by it stays with the platform for a particular length of time so as to recover the initial loss incurred by it towards acquisition of the subscriber.

In a situation like this it should not be expected for any operator to provide the connection without any initial subscription period. The initial subscription period varies from operator to operator and offer to offer depending on the business modalities of the operators. However the market competition would continue to force such an operator to not to attach any condition to the detriment of the subscriber. Almost all the operators are providing their connection with a minimum but specified initial subscription period.

We are strongly of the opinion that the existing condition of mandatory provision of same set of channels at the same cost for a period of 6 months should be done away with. The said condition does not take into account the factors which are outside the control of the DPO. Further, it may also result into additional outflow of money from the DPO to the broadcaster without being able to recover the same. It is submitted that the Regulation may prescribe that the DPO shall not change the composition of the pack or increase the rate during the period for which the re-charge amount has been paid by the consumer. The period which the recharge amount has been paid by the consumer is a contract between the DPO and the consumer which the DPO would be willing to comply with. However the prescription of minimum period of provision of same set of channels without increasing the price is irrational.

Q14. What should be the framework for compensation to the subscriber for dropping of a channel due to its non-availability on the DPOs' platform?

Q15. How should the reduction in subscription charges be calculated in case of discontinuation of channel from DPOs platform? Please provide your comments along with justification.

Dish TV Response to Issue No. 14 and 15: It is submitted that in case of removal of a channel from the pack due to unviability of the channel, the DPO should be permitted to provide any other replacement channel in place of the channel which has been removed. However, in case of absence of any such

replacement channel, the Regulations can prescribe the refund formula which has been prescribed in the existing Regulations. It is submitted that the DPO's should be permitted to give the refund by increasing the viewing days of the customer through the amount which has to be refunded to the customer.

Q 16. In following cases what should the maximum permissible time of disruption beyond which subscriber must be compensated?

(a) Disruption due to technical fault on the DPO network or at the subscriber's end

(b) Disruption due to technical fault of CPE at the subscriber's end

Q 17. In following cases what should be the duration of disruption in service warranting compensation to the consumer and how the compensation should be calculated?

(a) Continued Disruption due to technical fault on the DPO network or at the subscriber's end beyond the pre specified time.

(b) Continued Disruption due to technical fault of CPE at the subscriber's end beyond the pre specified time.

Dish TV Response to Issue No. 16 and 17: The issue raised under Issue no 16 (explanation of which has been provided under Clause 3.4.7 of the Consultation papers) appears to have been drafted having the Cable operations in mind where there are instance of shut down of the head end for a longer period or technical failure of the DPO for more than 24 hours. It is a matter of record that no such incident has ever happened with a DTH operator. Therefore there is no requirement of prescription of any permissible limit for the DTH operators in case of disruption of technical fault on the DPO network. With respect to the technical fault of the CPE, it is submitted that the DTH operators make their best effort to provide a resolution at the earliest possible time. Any grievance of a customer only increases the possibility of the consumer leaving the platform which is not in the best interests of a DPO. Further, it is also to be considered that the DTH operators have subscribers spread all across the country including the difficult terrain and the villages where the repair and maintenance service would certainly take more time. Keeping all these factors in mind, a period not

exceeding 10 days from the date of complaint to a DTH operator may be prescribed for repair of the faulty CPE. In case the complaint is not resolved within the stipulated time frame of 10 days, the DPO may be required to provide a refund for the number of days for which the CPE has not been operational.

On the other issue regarding faulty CPE, we urge the TRAI to analyze and assess the problem from the perspective of a DTH operators as well. While dealing with the issue while the TRAI has considered with the issue of payment of subscription charges by the subscribers to the operators for the period during which the CPE remains faulty, the TRAI has grossly failed to consider that there is no relaxation in the regulation for any leniency for the operators regarding subscription charges to be paid by it to the broadcasters for the very same period. It is stated that as per the present regulatory framework the monthly subscription charges are required to be paid by the DPOs on the average number of subscribers which is derived by taking the mean of the opening and closing subscriber numbers and there is no mention of any reduction of any amount on account of any subscriber not paying any amount due to any reason and therefore the present issue cannot be decided unless the TRAI makes a provision for proportionate reduction in the subscription fees payable by the operators to the broadcasters.

Q18. What should be the framework and terms and conditions for shifting of connection including timelines in respect of PAN India DPOs where provision of connection at new location is feasible?

Dish TV Response to Issue No. 18: Similar to the case of new connection, the present regulatory framework, have the maximum time limit prescribed for shifting of connection as well, both for DTH as well as DAS as five days and two days respectively. We wish to state that this mechanism has acted very well with the service providers as well and therefore in this case too, there is no requirement for any change in the same.

Q19. Is there a need to prescribe procedure for transfer of the TV connection? If so, what should the procedure, terms and conditions for transfer of services connection and timelines?

Dish TV Response to Issue No. 19: It is submitted that there is no need to prescribe for procedure for transfer of TV Connections. As stated above, the DPO's are always willing to either retain the customer or to ensure that in case of transfer, the hardware used for provision of the service is put to use again.

Q20. What should be the framework to address the concerns of stakeholders (Subscribers and DPOs) relating to temporary suspension of service?

Dish TV Response to Issue No. 20: This particular issue has not been dealt properly in the consultation paper. The consultation paper has only considered the issue of financial implication on the DPO in case any of the subscriber gets deactivated for a longer period. However the consultation paper does not highlight the fact that even when a subscriber is deactivated a DPO has to pay several charges like CAS, middleware etc. to the Vendors. Further, the suspension and reactivation would result into calls from the subscriber to the DTH operator which would also result into additional cost to the DTH operators. Therefore such charges should be paid to the DPO by the subscriber upon reactivation of the connection. Accordingly, it is suggested that the Regulations may provide for temporary suspension of service twice in a year, each time not exceeding a period of 30 days. Further, the Regulations must provide that during the temporary suspension period, the subscriber must pay an amount of Rs. 50 for each suspension.

Q21. How issue of abrupt closure of service due to non-payment can be addressed while protecting the interest of subscribers and DPOs?

Dish TV Response to Issue No. 21: On this particular issue, the TRAI though have mentioned the contention of the DPOs but has not appreciated the same in a proper manner. Being a regulator the TRAI should strive towards striking a

balance between the consumer and the DPOs. It must be appreciated that if abrupt closure of services adversely affects the consumer, continuance of the service despite non receipt of the payment also result into additional financial burden on the DPOs which should not be allowed in any manner whatsoever. Further, it may also be noted that no DPO would want its subscriber to get churn and therefore there is a constant endeavor by all the DPOs to remind its subscribers either through SMS, mail or through scrolls even before the date of expiry and therefore the subscribers are adequately informed well in advance about the expiry of the subscription of the connection. This practice is being followed by all the DTH operators. The observation drawn by the TRAI that a subscriber may need to run from pillar to post assuming that non-receipt of TV program may be due to some fault is therefore entirely misplaced, at least for DTH sector.

Only because a channel is free, the same should continue to be made available to the subscribers even after date of expiry of his subscription, is also not a valid suggestion as this will only encourage the subscriber to not to pay the subscription charges either on time or thereafter.

In view of the above, we are of the opinion that there is not requirement of prescribing any such provision in this regard.

Q22. Is gradual closure of service as discussed in para 8.23 is a feasible option? If so what should be procedure and the framework?

Q23. What should the procedure and timeframe to inform the subscriber regarding closure of service due to closure of business?

Dish TV Response to Issue No. 22 and 23: As stated above, we don't think that there is any requirement for bringing any regulation in the direction of giving free subscription window to the subscribers. We also do not agree with the suggestion there should be a gradual closure by deactivating the pay channels first followed

by the FTA channels as this would unnecessarily create anomaly in the accounting of the subscribers. The TRAI has not considered and reviewed the manner in which the channels are provided by the DTH operators. Gradual decrease of channels would mean change of pack of the subscribers. This would amount to huge number of commands required to be put on air which is detrimental to the interest of the consumers as well as detrimental to the interest of the platform. Further, such a provision is also contrary to the Contract Act which binds the platform to provide for the services / channels which have been subscribed and paid by the customer.

Q24. Why uptake of mandated schemes for set top box (Outright purchase, Hire purchase, and on rent) is so low at present? How consumer awareness on these issues can be increased?

Q25. What should be the consumer friendly common framework of CPE Schemes for providing CPE to consumers in digital addressable system? Please provide your comments with justification?

Q26. What should be minimum essential information related to a CPE scheme that must be made available to the consumers to safeguard their interests? Please provide your comments with justification.

Dish TV Response to Issue No. 24, 25 and 26: We have already stated hereinbefore that due to stiff competition in the market no operator would afford to launch any offer or scheme which would be anti-consumer as the same would be derogatory of its own business. Therefore to draw an inference of unfair practice because of non-offering or low uptake of any scheme does not hold good. It may be stated while every operator launches its offering as per the suitability of its business, the said offering has to be customer oriented to attract the customers. However to increase the customer awareness with regard to the scheme of the STB, we may suggest that the CAF signed by the customer should clearly mention the scheme under which the connections are provided. This will help the customers to be informed about the scheme under which he is availing the connection.

Having said that we wish to state that every operator has the right to launch such offers which suits its business interest and as long as the said offers are not anti- consumer no adverse inference should be drawn against the same. Further, the DPO's may be required to clearly display on its website the details of the schemes.

Q27. What measures may be adopted to ensure availability of good quality CPE to consumers?

Dish TV Response to Issue No. 27: "Electronics and Information Technology Goods (Requirement for Compulsory Registration) Order, 2012" requires only BIS compliant products are allowed for sale, manufacture and import in India across the assigned 15 categories which also includes STB. This requirement also forms part of the regulations/licensing conditions of DTH, HITS and DAS. These provisions are adequate enough to ensure availability of good quality STBs there is no requirement for prescription of any additional requirement. Further, this is also not the case before the Authority that the STBs currently being deployed by the DPOs are of inferior quality.

Q28. Should any charges such as visit charges, etc. be charged from the subscribers during guarantee-warranty period?

Q29. What should be provisions for maintenance of CPE after the expiry of guarantee- warranty period?

Dish TV Response to Issue No. 28 and 29: It is stated that in DTH sector the service visits required at the customer premises are due to any fault in the hardware and in most of the case, the service visit are required due to alignment issue and manhandling of the equipment by the subscribers. As stated earlier, a DTH operator has to appoint service franchises at a local level who are independent third parties for provision of after sales services. Therefore, to ensure that the DTH operators are not unduly burdened, the operators should

be allowed to charge the visit charge from the subscribers during the warranty period.

Similarly, irrespective of the scheme under which the connection is availed by the customer, no maintenance charges should be paid by the customer during the guarantee-warranty period and after the expiry of the said period there should be a provision of payment by the customer towards repair and maintenance charges of the STB. The TRAI has to recognize the fact that the hardware provided to the customer has to be treated like any other hardware where the customers have to bear the repair and maintenance charge after the warranty period. There is no rationale in considering the hardware as a special category where the customers would not be required to pay the charges after the warranty period. Such a stipulation would be contrary to the established law and practice.

Q30. What should be the simplified provisions for surrender of CPE in case of closure of service by the subscribers in order to protect their interest?

Dish TV Response to Issue No. 30: The DTH industry has provided sufficient data in respect of the cost of the set top box, the cost of related items, the cost of recovery and the cost of putting the said box back into the market. The TRAI has to consider all the relevant factors and information which is in its possession to decide the amount which has to be refunded to the customer. However, in case the TRAI so decides, relevant information can be made available to the TRAI so as to enable TRAI to take an informed decision on this issue. In any case, the Regulations must provide that the consumer cannot seek refund from the DTH operator for a minimum period of one year so that the DTH industry, which is already battling the issue of churn, is not further unduly impacted.

Q32. What are the different methods to effectively increase consumer awareness?

Dish TV Response to Issue No. 32: While we feel that there should be ample efforts on the part of the DPOs to increase consumer awareness, we are of the opinion that there should not be any additional regulation in this regard. As stated hereinbefore, the present regulatory framework already prescribes provision of Manual of Practice MoP by the DPOs to the customers containing minimum information required to be furnished to the consumers. We have noted that the Manual of Practice work as an initial guide or the customer to know crucial information about the service provider and the service being provided by it and the said information covers almost all the information as suggested by TRAI in the present section. We have already suggested that the following the policy of 'go green' TRAI may provide an option to the DPOs to provide the MoP on their website. Though majority of the information are already being provided on the website, the idea of providing a 'consumer corner' on the website is a welcome one.

Q33. How consumer related information can be effectively provided to Subscribers through DPO website. What minimum information should be provided through consumer corner?

Dish TV Response to Issue No. 33: We welcome the idea of the providing a consumer corner on the website and such a space should contain all the information which are provided under the Manual of Practice and the CAF provided by the operators.

Q34. Can outsourcing to the third party for various web based operations be permitted especially for smaller DPOs?. If yes, what precautions are taken to ensure that such provisions are not misused?

Dish TV Response to Issue No. 34: Hiring of outsourced party for the purpose of maintenance of the website may be permitted for smaller DPOs, However DPOs should be made responsible for the correctness of the information so provided.

Q35. In case of the use of “In Channel” communication means, what should the guidelines for running scrolls or other onscreen displays, so that it does not adversely impact the viewing experience?

Dish TV Response to Issue No. 35: ‘In channel’ communication is the most effective communication mode between the service provider and the subscriber. Therefore when TRAI is aiming at maximizing consumer awareness, there should not be any restriction regarding the mode and manner of the same. However to ensure that the customer’s viewing experience is not adversely affected, there may be a provision that all in channel communication, except for scrolls should not stay in the screen for more than 5 seconds. Further, the DPO’s should ensure that the subscriber should have the option to remove the communication from the screen by using a button on the remote.

Q 36. What options can be used for verifiability of subscriber communications for any change in service or provision of additional service?

Q 37. What should be the duration to preserve such verifiable subscriber communications requesting change in service or provision of additional services at DPO level?

Dish TV Response to Issue No. 36 & 37: Though we welcome this idea, we may state that there cannot be a full proof mechanism to verify the request of the subscribers. Most of the operators have implemented the concept of ‘Registered Mobile Number’. However limiting the subscribers’ request only from the registered mobile number shall adversely affect the uptake by the subscribers because in most of the cases there may be more than one requesting person from a single household. This will may amount to denial of request leading to customer dissatisfaction. In addition to the SMS and calls, most of the DTH operators also have the provision for the placing the order through website, e-mails etc. and therefore adequate options have already been provided to the subscribers for registering their request.

TRAI's attention is drawn to the fact that it is not always a malpractice at the end of the DPOs and there are various cases where the subscribers despite opting any services later denies on false and frivolous grounds. Therefore to draw a negative inference against the DPOs is not well placed.

In respect of storing of verifiable data, TRAI has to be cognizant of the fact that currently the DTH subscriber base is close to 50 Million subscribers. With such a large subscriber base, the verifiable data would also be huge. Accordingly, the maximum period for which a DTH operator should be required to retain the same should not be more than a period of 3 months. Even the said period of 3 months would result in cost to the DTH operator.

Q 38. What should be optimal number of channel packages which meets the subscriber demand and are well understood by the subscribers?

Dish TV Response to Issue No. 38: We are against any restriction on the right of offerings by the DPOs of its channels and packages. We do not agree with the view that large number of packages are not in the interest of the customers. On the contrary it amounts to more options before the customers and choose the best as per his requirement. There should therefore be no restriction on the number of packages offered by the DPOs. As stated above, the TRAI has to refrain from getting into the micro management of the business of the operators and it should be left on the operators to decide the manner in which it wants to run the business.

Q 40. Whether the choice of Pre or Post paid method should be mandatorily made available to the subscribers?

Dish TV Response to Issue No. 40: It is stated that the Regulations should not provide for the manner in which the services can be provided by a DPO. It should be left open for the DPO to decide whether it wants to provide its services in a Pre-Paid or Post Paid mode. In both the case, a subscriber has to pay the same charges. Further, the QOS Regulations has abundant safety precaution for the

consumer so the mode of provision of service does not in any manner impact either the rights of the subscribers nor it has any impact on the viewing experience of the subscriber.

Q 41. What should be the essential information contained in the monthly Bill/ Usage details to be provided to subscribers in post paid or pre-paid system?

Dish TV Response to Issue No. 41: In line with the regulatory requirement, the DTH industry follows the practice of providing itemized bill to the post paid subscribers without any charge and to a prepaid subscriber against nominal fees. In addition to this the customers also have first-hand information available on his login ID. Further, the summary of the subscription like expiry date, date of last payment are also provided on the 'my account' space. TRAI may think of mandating similar scheme for the other operators as well. As regards the prepaid or postpaid schemes are concerned, it may be stated that it may be left to the DPOs to decide as extending the scheme would need to take into consideration various factors like assurance of subscription collection etc.

Q 42. Should pre-paid method be encouraged in case of cable TV services provided through LCOs? Support your comments with justification.

Dish TV Response to Issue No. 42: TRAI may make a provision towards this.

Q 43. What should be the billing cycle both for pre-paid and post paid? Please give your comments along with justification.

Dish TV Response to Issue No. 43: Billing cycle both in case of prepaid or post paid be on monthly basis.

Q 44. Should deduction of maintenance related charges for CPE from the pre paid subscription account be prohibited?

Dish TV Response to Issue No. 44: We are of the opinion that subscription charges should be distinctly charges from any other charges and levies and different charges should not be clubbed amongst each other. This will keep the accounting easy to understand and subscriber friendly.

Q 45. How Toll Free number and call centre details can be widely publicised among the subscriber?

Dish TV Response to Issue No. 45: The existing regulatory framework for DTH and DAS provides for wide publicity of the toll free numbers. Though no specific mode and manner that can be prescribed for the same. It is matter of fact that the DTH operators are providing the toll free numbers on their website in an effort to publicize the same. TRAI should also publish the toll free numbers of all the DPOs in its annual report and a wide publicity should be given to this as well. It is submitted that the wide circulation of the details of the DPO is only in the interest of the DPO and efforts are made to ensure that the details reach to each and every consumer as well as to the prospective customer.

Q46. How response time and accessibility of call centre including that of the Call centre executive can be enhanced?

Q47. Please provide your comments on the following performance parameters discussed in preceding paras related to call centre?

(a) Call centre availability hours

(b) Multiple languages in IVR

(c) Response time for answering IVR and voice to voice calls

(d) Sub menu and accessibility of customer care executive

Q48. What should be the timelines for complaint resolution for different type of complaints at call centre and Nodal officer level?

Dish TV Response to Issue No. 46, 47 and 48: Existing regulatory framework for DTH provides for 24*7 call center services by DTH operators, procedure for handling request or complaint by call centre, time limit for redressal of grievance of the direct to home subscriber by call centre. This mechanism has been followed by the DTH operators in full compliance with the requirements. We suggest that in line with the DTH QoS regulations, all regulations may be prescribed for all other entities so as to ensure a parity in the procedure followed for redressal of complaints by the DPOs.

Q49. Can outsourcing of call centre and web based complaint monitoring functions to third party help in increasing efficiency and compliance levels?

Dish TV Response to Issue No. 49: Outsourcing of call center services does not necessarily affect the quality of services as the operator still remains responsible for compliance of the regulatory requirement. The Subscriber Management System (SMS) maintained by the DTH operators captures the calls made by the customers and resolutions provided to him. Therefore there is already enough monitoring of the complaints of the customers in the DTH sector and we suggest to replicate the same for all other entities so as to ensure a parity.

Q50. What should be the innovative ways to develop a speedy user friendly complaint registering and redressal framework using Mobile Apps, SMS, Online system etc.

Dish TV Response to Issue No. 50: We feel that there is no immediate need to bring any regulation in this regard as of now and the usage of these newest technologies should be left for the market forces as these are in their very nascent stage.

Q51. What should be framework for implementation of electronic PMR?

Dish TV Response to Issue No. 51: In the age where most of the organization/sector are adopting 'go green' policy, the suggestion of implementing electronic PMR is a welcome idea. For filing the report electronically, TRAI may adopt the method which is followed for filing statutory form in MCA or ROC. For this TRAI would need to develop a software which should be available on the website of TRAI and DPOs may be allowed to upload the information directly with the help of the said mechanism.

Q52. What should be framework for auditing of the records for QoS regulatory compliance by DPOs? Please suggest appropriate measures along with justifications.

Dish TV Response to Issue No. 52: Under the present regulatory framework for DTH, TRAI already has the right to audit the records pertaining to redressal of grievances by the DTH operators. The suggestion in the present consultation amounts to extending the ambit of the said audit from 'redressal of grievances' to compliance of entire QoS regulation. We feel that this would amount to more deterrence for the DPOs which will ultimately lead to better and effective compliance of the norms. We wish to take this opportunity that the right to audit, at present, is limited only to DTH and that the same should be implemented for all other DPOs.

Q 53. What should be framework for carrying out survey for QoS compliance and subscriber satisfaction?

Dish TV Response to Issue No. 53: We feel that like the telecom sector, periodic surveys of the subscribers of broadcasting sector should also be conducted through approved research agencies and the results of such surveys should be published in the public domain.

Q 54. What should be the framework and quantum for financial disincentives for non-compliance to the prescribed QoS benchmarks? Please suggest appropriate measures along with justifications.

Dish TV Response to Issue No. 54: Though the QoS regulation does not specifically have any provision for financial disincentives for non-compliance, TRAI still enjoys such power from the TRAI Act which provides for such mechanism. Section 29 and 30 which deals in this regard are reproduced as under:

Sec 29 – Penalty for contravention of directions of Authority: *If a person violates directions of the Authority, such person shall be punishable with fine which may extend to one lakh rupees and in case of second or subsequent offence with fine which may extend to two lakh rupees and in the case of continuing contravention with additional fine which may extend to two lakh rupees for every day during which the default continues.*

Sec 30 – Offences by companies:

(1) Where an offence under this Act has been committed by a company, every person who at the time the offence was committed was in charge of, and was responsible to, the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly:

PROVIDED that nothing contained in this sub-section shall render any such person liable to any punishment provided in this Act if he proves that the offence was committed without his knowledge or that he has exercised all due diligence to prevent the commission of such offence.

(2) Notwithstanding anything contained in sub-section (1), where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of, or is attributable to, any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly.

Explanation: For the purposes of this section- (a) "company" means any body corporate and includes a firm or other association of individuals; and (b) "director", in relation to a firm, means a partner in the firm.

In view of the above, TRAI do not necessarily need to incorporate any specific provision on the regulation itself. However even if TRAI proceed in this direction, the provision should be in line with the above provision as provided in the TRAI Act.

Q 55. Should all channels carried on the platform of a DPO must be included and shown in the EPG? Justify your comments.

Dish TV Response to Issue No. 55: The very concept of providing the facility of EPG is to make the customer aware of the running and upcoming programs on a particular channel. This feature is only for the benefit of the consumer to enable him to make an informed choice. We believe that the EPG should have the option to include the details of the programs of channels not subscribed by the customer.