



By Hand

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Sh. Sunil Kumar Singhal- Advisor (B & CS)
Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhawan,
JawaharLal Nehru Marg,
Old Minto Road, Near Zakir Husain College
New Delhi 110002

Subject: Our Comments to the Consultation Paper dated 09/12/2015

Ref: Standard Interconnect Agreement between [Multi System Operator [MSO] & Local Cable Operator [LCO] for offering cable TV services through Digital Addressable Systems

Respected Sir

We write in reference to the Consultation paper dated 09/12/2015 wherein you have sought comments on the Standard Interconnect Agreement between [Multi System Operator [MSO] & Local Cable Operator [LCO] for offering cable TV services through Digital Addressable Systems.

We are hereby enclosing our comments on the Consultation Paper for your kind perusal.

In case of any clarification, do let us know.

For Hathway Cable and Datacom Limited



Ajay Singh

Company Secretary and Chief Compliance Officer



Hathway Cable & Datacom Limited

805/806, "Windsor", Off C.S.T. Road, Kalina, Santacruz (E), Mumbai 400 098. Tel.: +91 022 6774 2500, Fax : +91 22 6774 2400

Regd. Off.: "Rahejas", 4th Floor, Corner of Main Avenue & V.P. Road, Santacruz (W), Mumbai - 400 054.

Email : info@hathway.net Website: www.hathway.com

CIN : L64204MH1959PLC011421

COMMENTS ON BEHALF OF HATHWAY TO TRAI MODEL INTERCONNECT AGREEMENT

CLAUSE NO.	PAGE NO.	COMMENTS
3.1 (i)	3	As per the clause if the parties does not cure the breach of the agreement within 30 days, than in that event 21 days termination notice can be sent after 30 days, which effectively deems that the default shall be a continuing one for 51 days period if not cured. Hence the period of 30 days should be including the 21 days notice period.
4.2	4	Handing over the properties shall be subject to the scheme opted by the Subscriber as in terms of TRAI Regulations there are various schemes through which the hardware/ STBs may be provided to the consumers therefore, it depends on the scheme which has been opted by the consumers. (Explanation to Clause 4.2 & 4.3 need to be removed for eg. The STBs if provided to consumers in a scheme in which it remains the property of the MSO than the same shall have to be returned back to the MSO by LCO)
4.4	4	The defaulting party shall be liable to make payment at the simple rate of Interest calculated at the rate of base rate if interest of State Bank of India plus four percent. Base rate plus 2 % is low. The Lending SBI lending rate is currently 9%.
7.1	6	The LCO shall have the right of ownership of its network used to deliver the cable TV services under this agreement and it can expand / upgrade / change / replace / re-design any part or its full network subject to any such activity does not interrupt or degrade the Quality of service (QOS) offered to the subscriber on its network.
8.5	7	The MSO shall generate bills within 7 days from the end of the billing cycle as three days period is too short to put the data in the SMS system as the details of the same are being received from the LCOs which takes some time.
8.7	7	The MSO shall not indulge in any piracy or other activities which has the effect of, or which shall result into, infringement and violation of trademarks and

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		copy rights of the Broadcaster. MSO does not carry any signals or content provided by the LCO.
8.10	7	The MSO shall be responsible for encryption of the complete signal, transmitted through its network till it reaches the network of the LCO and thereafter the LCO shall be responsible for the same up to the STB installed at the premises of the subscriber
9.5 (iii)	8	The LCO shall not interfere in any way with the signals provided by the MSO and also not use any decoding, receiving, recording equipment (s), counterfeit set top box or smart card and any like equipments or migrate to any other distributor of signals without following due process of law. Same shall be followed even in case of deactivation.
10 (6)	11	The responsibility of establishment of Complaint Monitoring system shall also be of LCO along with MSO as the LCOs are directly dealing with the subscribers and are aware of the technical issues at their network (Request for amending the QOS Regulations)
10 (9)	12	The responsibility to issue Unique Identification Number shall be of MSO as the SMS belongs to MSO however, the LCO shall provide the same to the consumer.
10 (17)	14	Remove the sub clause 17 (iv) as it has too wide interpretation and would lead to unnecessary litigations.
10 (22)	14	Electronic acknowledgement to the subscriber by the MSO within 24 hrs from the date of updation of records by LCO in the SMS.
10 (24)	15	1. Addition of words “ as per applicable rules and regulations of the respective tax authorities” 2. In Column (3) & (4) it shall be MSO or LCO as jointly both of them cannot be held liable at the same time
12.1 (a)	16	The charges collected from the bouquet of channels of Basic service tier, free to air channel and bouquet of free to air channels shall be shared in the ratio of _____; _____ between MSO and LCO respectively: and
(b)		The charges collected from the bouquet of channels other than those specified under clause (a) shall be

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		shared in the ratio of _____; _____ between MSO and LCO respectively: and
12.3	17	Request to remove the said Para as the same is not required and may create confusion. Once the LCO gives the detail of subscriber payment and the same is entered in SMS, the system would automatically provide the details of subscribers who have not made the payment.
13.1	17	(iii) simple rate of interest shall be rate of interest of SBI plus four percent
13.2	17	Simple rate of interest shall be rate of interest of SBI plus four percent
14.3	18	It is expressly understood by the parties that" _____" logo (s) is a registered trade mark of MSO, and the LCO shall use the said logo only during the currency of this agreement for the benefit of the cable television networking business of the MSO as a franchisee of the MSO . Consent of the MSO be and is hereby given to the LCO to use the said logo, to the extent of or in connection with the business of the MSO as a franchise of the MSO.
14.6	18	Proviso to be removed regarding the third party signing any deed as the present agreement is between the MSO and LCO and there is no requirement of any third party coming into the picture. .
18	18.1	It should also include order of any statutory or regulatory authority.
19.1	21	Notice can also be served on email as now the same has become an effective means of communication and the same also saves time
21.1	22	The parties shall keep in strict confidence, any information received by one from the other while participating in the affairs/business of each other and shall not disclose the same to any person or party not being a party to this agreement except regulatory/Statutory authorities authorities as may be asked by them.

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