

महानगर टेलीफोन निगम लि०

(सर्वत सरकार का उद्यम)

**Mahanagar Telephone Nigam Ltd.**

(A Government of India Enterprise)

CIN: L32101DL1986GOI023501



MTNL/CO/RA/TRAI/CP/Interconnection/2016

Date 13.12.2016

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To  
Advisor (BB&PA)  
Telecom Regulatory Authority of India  
JLN Marg,  
New Delhi-110002

**Sub: TRAI's consultation paper on "Review of the Regulatory Framework for Interconnection" dated 21.10.2016.**

Dear Sir,

This is in reference to the TRAI's consultation paper on "Review of the Regulatory Framework for Interconnection" dated 21.10.2016. In this regard it is submitted that the MTNL's views on the issues in question have already been communicated as response to TRAI Pre-consultation on the subject. However, the question wise the comments of MTNL on the present consultation paper are attached herewith as Annexure-I.

  
R.K. Gupta  
DE (RA) CO

Encl: As above

**MTNL's reply to TRAI Consultation Paper on "Review of the Regulatory Framework for Interconnection" dated 21.10.2016**

**Preamble:**

1. The consultation paper is regarding the agreement settlement between private TSPs Vs public TSPs as certain private TSPs have approached TRAI to influence this agreement for their commercial benefit giving the flimsy ground of market share etc. The present interconnect agreement executed by Public TSPs with Private TSPs has not hindered any growth in telecom market. Therefore its review on the basis of request of few influential private TSPs is not required at all and it will be detrimental to public TSPs.
  - 1.1. Further, the sanctity of agreements / contracts entered into between two persons is recognized by law of land and no efforts shall be made by TRAI in subjugating legal rights of such persons by framing regulation which will in effect result into the amendment / modification of terms and conditions of such agreements / contracts.
  - 1.2. The interconnect agreement were entered into by TSPs after due consideration/ evaluation of their respective bargain and the party shall always be made to account / abide by the agreed terms. Moreover, the powers of TRAI in respect of issuance of regulation amending / supplementing the interconnect agreement is under judicial examination before Hon'ble Supreme Court of India and any efforts in coming up with such regulations will not only undermine the Authority of Hon'ble Court but also disturb the settled law of contracts.
  - 1.3. It is a fact that this association of private TSPs and their individual motivation has been successful in contriving to involve this Authority in achieving and getting the benefits at the cost of PSUs and this

Authority on more than one occasion has failed to see through the plan envisaged by these unhealthy motivations.

2. By the interventions of TRAI, the private Telecom Service Providers, who were newer in the market, and while making minimum investments at initial stage, had flourished and resultantly, now have more market share than the incumbent PSUs which could have been a non-est lest the regulations have been framed in the manner they are today and incumbent players have allowed exploitation of their own resources for the commercial benefits of other TSP's, the situation becomes more demanding on the fact that the latter are the competitors of the former. It is evidently clear from the resultant Regulations or the Directions of this Authority from such intervention that it is the Private Operators who have **benefited from these regulations at the cost of PSU's**. It is becoming explicit that these private TSP's have formed a covert association or relationship for making noise on some or other pretext and using their majority would successfully contrive in convincing this Authority in issuing regulations or directions which are unwanted and unwarranted
3. The importance of existence of PSUs has been rightly appreciated in the National Telecom Policy, 2012 by inter-alia observing that "The PSUs have played a pre-eminent role in provision of telecom services in the country, particularly in rural, remote, backward and hilly areas. Contribution of BSNL and MTNL to broadband penetration in the country is significant. The importance of PSUs in meeting the strategic and security needs of the nation can also not be understated. This policy recognizes that these PSUs will continue to play such important role."
4. A fact which is highly relevant to be mentioned here is that there have always been instances when private TSP's or their association representing solely such private TSPs have been raising concerns or raising the issues on one or other pretext to revise terms and conditions of the existing Regulation to their advantages. While the fact is that no regulation in respect of the interconnect agreements is required at all.

5. As the existing regulation itself provides for provisions ensuring that the agreements are signed between the telecom service operators on mutual discussions and negotiations and also ensure fairness, transparency and non discriminatory treatment to all service providers. **Therefore, the situation today does not warrant any interference or justification for the Authority in respect of the existing situation in Interconnect arrangements or agreements.**
  
6. With the above background, we would like to submit the following points for the consideration of the Authority in the subject matter:
  - I. The issuance of Regulations on Reference Interconnect Offer (RIO) whereby TRAI had tried to inhere upon itself certain powers with respect to interconnections agreements between different service providers, was held to be not accordance with the Act and license conditions by the Ld TDSAT in its order dated 27.04.2005 in Appeal No 12/2001 and it was observed that “ We have also held that the freedom of Service provider to enter into mutual negotiation and agreements with other Service provider in the matter of Interconnect has to be given due recognition and should not be undermined and further advised TRAI to not to interfere the provisions of the TRAI Act/License conditions/any existing contracts or arrangements between the service providers while exercising its powers and give due regard to the importance of allowing interconnect arrangements to be settled through mutual negotiations subject to the provision of the Act and guidelines of TRAI issued in accordance with the TRAI Act. The said order of TDSAT has since been challenged by the TRAI before Hon’ble SCI in CA No 4529/2005 and the matter being sub-judice before the highest court of the Land, TRAI, should not reopen the issue on any pretext.
  
  - II. The License issued to MTNL, specifically provides that various issues for interconnection were to be decided mutually by the parties to agreement, and any such encroachment to this statutory right of parties is illegal. These mutual agreements for accessing other TSPs networks are to conform to the order/regulations/guidelines issued by TRAI from time to time and to ensure that such agreements should not be in derogation to the general concepts of interconnection enunciated by

TRAI through various regulations etc. It does not mean by any stretch of imagination that the contracts (mutual agreements) shall be on the terms and conditions and rates prescribed by TRAI and if that be the fact there would be no need for any agreement at all and regulations become suo moto agreements.

- III. Further, the intended action of the TRAI would result into amendment of the license issued by the Licensor i.e. Govt. of India to various licensees, which has neither been provided for in any Act available on the subject.
  - IV. While taking any decision on the subject matter, the Authority must consider that the present interconnection regime is working on the basis of the various Interconnect Agreements entered into by each Service provider with various other Telecom Service Providers. Such Agreements/Contracts were entered into between the parties with their wider commercial and business wisdom and considering their long terms interests and if at this stage, it is decided to modify or prescribe some terms and conditions i.r.o. these existing Agreements, such effort will only inflict the rights of parties to agreement to seek prescribed recourse as per agreement.
7. In nutshell the interconnection seekers attempts to scuttle the contractual obligations of the interconnection agreements entered into by indirectly involving the TRAI. The Authority, not being a judicial body, should refrain from giving any observation on the point whether the renewal of license requires renewal of the Agreement. The Authority shall not advance the attempts of the private TSPs and make any changes in the existing Regulations in complete disregard to the agreements entered into by the private TSPs with MTNL against the law of the land. Therefore, TRAI should not usurp unintended Authority to overturn and negate the contracts to cause loss to MTNL a govt. company, while benefiting the private operators.
  8. In the cases where, no Interconnect Agreement is existing or is about to be entered, the party autonomy should be given due importance and recognition and in this case also, the Authority should refrain from

making any regulations/notifying any such draft Agreement which is against the interests of PSUs and also take away the rights of mutual negotiations.

9. It is hereby proposed that PSUs status as “Provider” should be perpetual as they are incumbent service provider. Therefore TRAI should not adopt any such approach which is against the commercial interests of PSUs and policy of government regarding existence of one PSU in each circle. Moreover such provider status has not hindered any growth of private service provider; hence there is no need to change it.
10. Further the emergence of requirement regarding change of Interconnection offer and withdrawal of concept of provider and seeker has no relevance with technological development, market share and growth patterns of different operators. etc as mentioned in your referred letter. The issue needs to be addressed within the policy framework of government, judicial decisions and settled laws and not in the interest of private TSPs. It is needless to mention that in the absence of PSUs, the tactical behavior of private TSPs is also not ruled out.

### Question-wise reply

<b>Q.No</b>	<b>TRAI's questions</b>	<b>MTNL's Reply</b>
1	<p>Which amongst the following is the best option to ensure fair, reasonable and non-discriminatory terms and conditions of interconnection agreement between telecom service providers (TSPs), in view of the technological, market, licensing, regulatory and legal developments in the telecommunication services sector in India since 2002?</p> <p>(i) To amend the Telecommunication Interconnection (Reference Interconnection Offer) Regulation, 2002 taking into consideration the technological, market, licensing, regulatory and legal changes since the year 2002;</p> <p>(ii) To prescribe a Standard Interconnection Agreement, which must be entered into between interconnecting TSPs, in case they are unable to mutually agree on terms and conditions of interconnection agreement between themselves in a specified time-frame;</p> <p>(iii) To prescribe only the broad guidelines based on fair, reasonable and non-discriminatory principles and leave the details</p>	<p>i) In our view the present interconnection framework is sufficient to ensure fair, reasonable and non-discriminatory interconnection agreements. We believe that the present framework on Regulation existing in the country does not require any immediate modification or revisiting by the Authority. The existing regulation itself provides for provisions ensuring that the agreements are signed between the telecom service operators on mutual discussions and negotiations and also ensure fairness, transparency and non discriminatory treatment to all service providers.</p> <p>ii) The success of the existing mechanism can be gauged from the fact that the telecom sector is witnessing an explosive growth.</p> <p>iii) Therefore, the terms and conditions of interconnection agreement should be left on mutual agreement of TSPs. The broad guidelines in form of prevailing Interconnection Regulations are already in effect.</p>

	<p>of the interconnection agreement to be mutually decided by the interconnecting TSPs in a time-bound manner; or</p> <p>(iv) Any other method. Please provide justification in support of your response.</p>	
2	<p>Whether existing interconnection agreements should also be allowed to be migrated to the new framework which will come out as a result of this consultation process?</p>	<p>The existing interconnection framework based on mutual agreements is already in effect. In view of reply to Q1 above, there is no requirement of any new interconnection framework.</p>
3	<p>What should be the time-frame for entering into interconnection agreement when a new TSP with a valid telecom license places a request for interconnection to an existing TSP?</p>	<p>The time-frame for entering into interconnection agreement when a new TSP with a valid telecom license may be kept maximum as 120 days if licensing and regulatory regime for the services are in place. TRAI must ensure that the new entrant should not be overriding the incumbent operator's network. Further, it has also to be ensured that the telecom services are to be connected at the earliest</p>
4	<p>Which details should a new TSP furnish while placing request for entering into interconnection agreement? Please provide detailed justification in support of your response.</p>	<p>The details to be furnished by private TSPs while placing request for entering into interconnection agreement may contain following: A Copy of License agreement, A Copy of</p>



		<p>Memorandum of Association of the Company, Copy of Article of Association, The Latest Annual report, List of Directors with DIN , Certified true copy of Board resolution, Original Power of Attorney, Specimen signature, Copy of Incorporation Certificate with CIN and interconnection requirements with deployed network details</p>
5	<p>Should an interconnection agreement between TSPs continue to operate if an interconnecting TSP acquires a new license upon expiry of an old license? Alternatively, should fresh agreements be entered into upon specific request of either party to the interconnection?</p>	<p>i). The expiry of existing license and issuance of new license is a commercial aspect as no disconnection in the interconnection is ever effectuated and no fresh demands for interconnection are made. Also equipments are normally not replaced or for that matter even the existing system are not altered in any manner whatsoever. So, merely some technical alterations in the license/ change of license cannot be a sustainable ground in defying the existing agreement between the parties since it was signed on mutually agreed terms.</p> <p>ii). Expiry of Interconnect Agreements should be determined as per the provisions in the existing Interconnect Agreements. In this reference TRAI communication No 409-14/2014-NSL-I dated 10-10-2014 where in TRAI has interpreted that during the migration</p>

		<p>of existing license to a new license there is continuity of interconnection and no fresh interconnection provisions are effected. The Regulator has also communicated that such TSPs should not be treated as new TSP for the purpose of Interconnection and addendum to the existing Interconnect Agreement may be signed to effect the migration of License.</p> <p>iii). DoT also while renewing the license subsequent upon the expiry of existing license has held that there is no disconnection during the renewal or migration of license. For example in the case of M/s Vodafone license migrated to Unified License on the expiry of existing USAL License , DoT had re-assigned all the previous resources held by M/s Vodafone on continuity basis.</p> <p>iv). The Licensor has also never communicated that fresh interconnection is required in case of issue of new License subsequent to expiry of existing license.</p> <p>v). The present position is that the existing Interconnect Agreements does not contain a clause regarding termination/renewal of the Agreement as a consequence of renewal of</p>
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		<p>license. It is fact that the said operators are continuing their existing services subsequent to migration in UL license, hence renewal/migration to new license type does not invite any change in commercial terms of agreement. Only requirement is to incorporate the changes license type/detail in existing agreement. The entire change in license terms on the ground of merger/acquisition/change in name/migration to UL is completely unjustified and transgressing.</p> <p>vi). MTNL is of the view that the existing agreement should be continued as long as there is continuity in interconnectivity.</p>
6	<p>Whether it is appropriate to mandate only those TSPs who hold significant market power (SMP) in a licensed service area to publish their Reference Interconnect Offers (RIOs)? If yes, what should be the criteria for reckoning a TSP as SMP? If no, what could be the other approaches to streamline the process of interconnection in a fair, reasonable and non discriminatory manner?</p>	<p>Each TSP irrespective of its market share should publish its RIO which is not required to be approved by TRAI; however the same should be signed with all the TSPs on non-discriminatory basis.</p> <p>The concept of SMP is highly prejudiced which seems to favoring Private TSPs/ their associations. In a competitive market, any TSP may have the ability to increase its market share – but provider/ seeker cannot change every now and then.</p>

		An interconnect agreement cannot be signed between two TSPs based on some third party RIO.
7	Whether there is a need to continue with the present concept of interconnection seeker/ interconnection provider? If yes, what should be the criteria?	<p>Yes, the present concept of interconnection seeker/ interconnection provider in reference to the PSU service providers should continued in view of following submissions:</p> <p>i). Telecom services were being provided by Department of Telecommunication since inception of telecom services in India and necessary infrastructure were developed by it and subsequent to liberalization of the market, this endeavor is being pursued vigorously by the Public Sector undertakings like MTNL and later on Private players were also allowed entry in the market.</p> <p>ii). For providing entry assistance, such private players were allowed to use and exploit the infrastructure developed by the Government and PSU's. To enhance competition in the market, interconnection amongst their respective networks were mandated and for effectuating these interconnections incumbent operators i.e. PSU's were recognized as</p>

		<p>“Interconnection Providers” and new entrants were designated as “Interconnection Seekers”.</p> <p>iii). This designation of status of Provider and Seeker viz-a-viz interconnection is not in any manner relatable to use of technology. This phenomenon is based on the establishment of telecom infrastructure by first telecom operator.</p> <p>iv). The Cost of rollout of service including installation of telecom equipments / infrastructure / technology and cost of maintenance differ from operator to operator. It is well known fact that the preceding technology will have higher rollout cost in comparison to new technology.</p> <p>v). Further, the emergence of requirement regarding change of Interconnection offer and withdrawal of concept of Provider and Seeker has no relevance with technological development, market share and growth patterns of different operators. The issue needs to be addressed within the policy framework of government, judicial decisions and settled laws and not in the interest of private TSPs. It is needless to mention that in the absence of PSUs, the tactical behavior of private TSPs is</p>
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		<p>also not ruled out.</p> <p>vi). Now, after the entry assistance has been provided to Private Players and as a combined result of favorable regulations and conducive environment provided by the PSUs, private TSPs have a significant market share on individual basis and their market share becomes almost all encompassing if their individual shares on consolidated basis is considered one single share of Private TSP's, as they are trying to protect that under the garb of forming associations of themselves like COAI/AUSPI etc. These private TSPs at individual as well as association level have always raised issues which are detrimental to the interest of PSUs and beneficial to the Private TSPs.</p> <p>vii).The importance of existence of PSUs has been rightly appreciated in the National Telecom Policy, 2012 by inter-alia observing that “The PSUs have played a pre-eminent role in provision of telecom services in the country, particularly in rural, remote, backward and hilly areas. Contribution of BSNL and MTNL to broadband penetration in the country is significant. The importance of PSUs in meeting the strategic and security needs of the nation</p>
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		<p>can also not be understated. This policy recognizes that these PSUs will continue to play such important role.”</p> <p>viii). Further the PSUs have to struggle with another factor, which nowhere can be attributed to the Private TSPs that is the burden of its legacy costs. One aspect of this peculiar environment that can be cited is that in private commercial organization, the employee salary is 5%-7% of revenue while it is 79% for MTNL, the main factor contributing for this dissimilarities is large work forces employed by the latter due to technological requirements at initial stages and to follow the social obligations as directed by the Government time to time.</p> <p>ix). The status of the PSUs as ‘State’ also binds them to follow the government policies and procedures even if it hinders its commercial interests like auditing/procurement/scrutiny by many concurrent statutory/constitutional bodies like CVC/CAG etc while private TSP do not have any such constraints and in fact, they oppose such measures vigorously at every level. Example may be seen from recent press clip regarding retaliation by the Private TSPs when they were asked to get their accounts audited</p>
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		<p>by CAGs. Considering all these issues, incumbent players and PSUs cannot be considered at par with private TSPs, but their presence is a must to regulate the market (also as per policy of Govt. declared vide NTP'2012).</p> <p>x). Accordingly, the PSUs status as “Provider” should be perpetual as they are incumbent service provider. Therefore, TRAI should not adopt any such approach which is against the commercial interests of PSUs and policy of government regarding existence of one PSU in each circle. Moreover, such Provider status has not hindered any growth of private service provider; hence there is no need to change it.</p>
8	<p>Whether there is any need to review the level of interconnection as mentioned in the Guidelines annexed to the Telecommunication Interconnection (Reference Interconnection Offer) Regulation, 2002? If yes, please suggest changes alongwith justification.</p>	<p>The Reference Interconnection Offer) Regulation, 2002 is under the judicial examination of Hon'ble Supreme Court. Any review thereof will be premature at this stage and any efforts in amendment / revision of the same will circumvent the Authority of Hon'ble Supreme Court.</p>
9	<p>In case interconnection for Inter-circle calls to fixed-line network continues to remain at Short Distance Charging Area (SDCA), should alternate level of interconnection be specified in cases of</p>	<p>Not applicable in the case of MTNL.</p>



	technical non-feasibility (TNF) at SDCA level?	
10	<p>What should be the framework to ensure timely provisioning/ augmentation of E1 ports? Please provide full framework with timelines including the following aspects:</p> <p>(a) Minimum number of E1 ports for start of service;</p> <p>(b) Maximum time period for issuance of demand note by the interconnection provider;</p> <p>(c) Maximum time period for payment for demanded E1 ports by the interconnection seeker;</p> <p>(d) Intimation of provisioning of requested E1 ports by interconnection provider;</p> <p>(e) Space allocation for collocation of transmission equipment;</p> <p>(f) Maximum time period for establishment of transmission links by the interconnection seeker;</p> <p>(g) Maximum time period for offer of acceptance testing;</p> <p>(h) Maximum time period for issuance of final commissioning letter by the</p>	<p>(a) 18 E1s i.e 2 nos of E1s each for 7TDMs/2MSCs/ Overflow &amp; L1</p> <p>(b) 4 weeks upon receiving request from seeker.</p> <p>(c) 4 weeks after issue of Demand note.</p> <p>(d) One week after payment of demand note.</p> <p>(e) One week after payment of demand note.</p> <p>(f) One week after allotment of connectivity.</p> <p>(g) Within one week after establishment of transmission links by the interconnection seeker.</p> <p>(h) One week after completion of A/T</p>

	<p>interconnection provider; and</p> <p>(i) Maximum time period for start of traffic in the POI after provisioning/augmentation of E1 ports for which payment has already been made.</p>	<p>(i) One month after payment of demand note.</p>
11	<p>Whether augmentation of ports be allowed at higher levels such as STM-1 in place of E1?</p>	<p>The port Regulation is already in existence and it is based on E1 ports. Further as one STM-I consists of 63 E1s, therefore the augmentation of ports are being done at STM-I level with charge as multiplication of the number of active E1s. However, its provisioning is subjected to technical feasibility.</p>
12	<p>What should be the criteria to ensure that inflated demand for ports is not made by interconnection seeker?</p>	<p>The initial request for E1s by Seeker should be for meeting their immediate volume of traffic. The augmentation of interconnection afterwards will be based upon congestion in traffic and future requirement.</p>
13	<p>In case the interconnection seeker agrees to bear the total cost of equipment required for augmentation in advance, should the interconnection provider give the requested</p>	<p>The same may be settled mutually, but subject to technical feasibility of the Provider.</p>

	ports irrespective of volume of traffic at POI?	
14	Should separate time periods for provisioning of ports be prescribed for (i) fixed-line networks and (ii) mobile/ IP networks?	There should no separate time period prescribed technology wise. However, the requirement should subject to technical feasibility
15	Whether financial disincentive should be imposed on TSPs for- (a) not entering into interconnection agreement within a stipulated timeframe; (b) not providing initial POI; (c) not augmenting POI within stipulated timeframe; (d) for violation of any clause prescribed in the regulations. If yes, what should be the amount of such financial disincentives?	No financial disincentive should be imposed on TSPs as provision of interconnection as the same involves interest of both the TSPs and depends on various other parameters, technical feasibility / network up-gradation etc.
16	Whether there is a need to have bank guarantee in the interconnection agreement? If yes, what should be the basis for the determining the amount of the bank guarantee?	The PSUs right of securing its interest by seeking PBGs from Private TSP's should not be diluted in any way as the same is required to protect Government investment. Further, the same is required to be maintained for audits and investigations by various statutory bodies like CVC/CBI/ CAG.
17	What should be the method to settle	MTNL already has such provisions in existing

	Interconnection Usage Charges and how should the delayed payment between TSPs be handled?	interconnect agreements with other operators on non-discriminatory basis. This arrangement should be continued.
18	Whether interconnection and interconnection agreement should be service-specific or service-agnostic (i.e. a TSP can send any type of traffic on a point of interconnection which is allowed under the terms and conditions of the license given to it)? What are the advantages/ disadvantages of having service specific POIs when the TSPs are equipped with call data record (CDR) based billing systems?	It should be on service specific basis as different TSPs are still having different set of network equipments, Systems, Methods and Procedures.
19	If POIs are merged together, what methods of discovery, prevention and penalization of any traffic manipulation by TSPs (whereby higher IUC traffic is recorded as lower IUC traffic in the CDR of the originating TSP) should be put in place?	Not applicable in view of 18 above
20	Which policy and regulatory measures are required to be taken to encourage TSPs to migrate to Interconnection at IP level? What should be the terms and conditions for interconnection at IP level?	<p>i). The IP based interconnection technology in India is at evolving stage, and should be allowed to mature over a period of time and then the issues experienced over time of development, may be addressed/ deliberated. At this stage framing Regulation/control is not justified.</p> <p>ii). The existing technology cannot be discarded at random with advent of new technology as</p>

		<p>huge investments have already been made by operators in existing networks. As mandating new technology will force operators to make further huge investments and that will not be justified in the present scenario, as the industry is already debt ridden.</p> <p>iii). The compatibility of the IP based interconnect system with existing nodes(exchanges) is to be ensured/ validated and also it should always be the responsibility of new technology adopter to connect with the old technology system i.e. there should be downward compatibility with existing technologies, which is also worldwide accepted &amp; adopted phenomenon.</p> <p>iv). The technology up gradation for interconnection from TDM to IP, involves many issues like tariff/charging issues, charging for NLD/ILD calls, numbering plans and also various technical issues like routing, IP interconnection standard protocols, technical specifications, emergency services etc. as already referred in Consultation Paper.</p> <p>v). If deemed fit, a proper detailed study may be carried out regarding feasibility</p>
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		/implementation of the aforesaid technology including technical issues may be referred to TEC for study and their recommendation.
21	Whether there is a need to establish a framework for Interconnect Exchange to eliminate bilateral interconnection issues?	The existing framework for Interconnection is meeting the requirement and any concept of Interconnect Exchange is strongly opposed.
22	Is there any need for a separate framework for Interconnect Exchanges in view of the fact that the new NLDO authorization permits transit traffic to be carried over by NLDO?	Not Applicable in view of comments at Point No.21 above.
23	Whether access providers should be allowed to transit intra-circle calls?	The transit charges should be suitably addressed.
24	Under what circumstances, a TSP can disconnect POIs? What procedure should be followed before disconnection of POI?	<p>The POI may be disconnected under clauses of existing interconnect agreement such as:</p> <p>i). The interconnection facility at the respective POI shall be withdrawn after giving a 10 days show cause notice to defaulter party, before the termination of interconnect facility, under intimation to Licensor to resolve differences in technical perception on such issues, in following cases:</p> <p>ii). If misuse of the POI like passing of traffic</p>

		<p>not agreed, using the POIs for providing services to other Party's customers directly or indirectly not agreed, passing of traffic not authorized under the UL's license, violation of the National Fundamental Plans etc. is detected by either Party.</p> <p>iii). In case of detection of willful suppression, manipulation or tampering of the CLI by either Party at the POI.</p> <p>iv). If during the course of its routine observations or against special monitoring any party notices that the traffic handed over by the UL at the POI is different from the traffic for which this traffic group/POI was meant and which has resulted in the revenue loss to other party then such instances shall be termed as misuse of the POIs.</p> <p>v). In addition, each party shall also have the right for disconnection of POIs of temporary suspension of the Interconnection arrangements under misuse including taking all other legal course of action.</p> <p>vi). For Non-payment: In case of default in payment at any POI, each party shall have the</p>
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		<p>right for withdrawal/ suspension of services at the POI. This will be in addition to other remedies available under the agreement.</p> <p>vii). Under misuse or instructions for the Licensor. Either Party may suspend or withdraw the services if the other party misuses or indulges in any act which will constitute misuse of POI or will result in violation of instructions issued by Licensor / Regulator.</p>
25	<p>Is there a need to have a coordination committee to facilitate effective and expeditious interconnection between TSPs? If yes, who should be the members of the coordination committee? What should be the overall operating framework for the committee?</p>	<p>MTNL has such provisions in the existing Interconnect agreements. There are also provisions of review meetings at defined intervals and at appropriate levels, to sort out various interconnect and network related problems affecting the interconnectivity.</p>
26	<p>Is there any other relevant issue which should be considered in the present consultation on the review of regulatory framework for Interconnection?</p>	<p>MTNL is of the view that any Review of the existing Interconnection Regulations is not called for by the Authority at this stage and there is no need for prescribing a new regime of Interconnect Agreement as parties should be allowed to reach at a mutually beneficial conclusion in their interests after negotiations.</p> <p>The status of “interconnection provider” for Incumbent operator should not be tinkered with</p>



		<p>and also incumbent operator should not be linked with technology.</p> <p>The PSUs right of securing its interest by seeking PBGs from Private TSP's should not be diluted in anyway.</p> <p>The responsibility of the Private Operators to handover/pickup traffic from the POIs of PSUs as they have agreed to do till this day should not be amended in any manner</p> <p>In view of above submitted comments, TRAI may allow the existing interconnection framework to continue.</p>
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