

Comments on Draft Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) (Sixth Amendment) Regulations, 2015, by the 20/11/2015.

Observation and Comments on captioned:

1. In first instance , Explanation has which is proposed after sub regulation 6 of regulation 5 in enumerates substantive right;

“a) after sub-regulation (6), the following explanation shall be inserted,---

Explanation: It shall also be mandatory for the broadcaster to enter into written interconnection agreement with the multi system operator for retransmission of the pay channel(s) even if nil subscription fee is charged by the broadcaster or paid by the cable operator.”

It mandates Broadcasters to perform to enter into written contract, therefore it enumerates the substantive right/obligation upon one party, explanation and provisions are in nature of explanation to main section /rule/regulation, dose not as a matter of settled principles of draftsmen ship, generate the substantive right. They are merely put or inserted to describes the section or are procedural implication to main section/rule. Hence technically, it is incorrect, and requires consideration, as may lead to scope to adversarial interpretation. Any mandate which is substantive in nature should come in form of Regulation /section/ etc. not as an Explanation.

2. For substitution of sub Regulation 16, proposed draft regulation dose two things, first it removes the existing one and inserts the new one, hence the existing one goes in entirety with provisos.

The present/existing sub- regulation 16 provides for two situations (a) one the manner in which renewal of existing interconnect should be done and consequence of non – renewal and execution .(b) In case non execution law as laid down in regulation 6 in chapter V will follow and detailed procedure of Disconnect is be adhered.

However in draft /Proposed, regulations/amendment, the process in situation (b) above stated has been not taken care of, or at least it is silent on this aspect. Which will lead to utter disarray among parties about process of disconnect in case of non-execution of interconnect agreement or renewals.

Suggestion :

3. Provision should also be made for drawing Contracts in Vernacular languages where in case Small MSO or LCOs ask for, Many times LCO/MSO complaint about non understanding of English language and excuses that they signed the agreement on assurance and representations of the other party and believing it to be true.

Submitted accordingly,

Thanking you.

Regards

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