RESPONSE OF DISH TV INDIA LIMITED

TO THE

DRAFT

STANDARDS OF QUALITY OF SERVICE AND

CONSUMER PROTECTION (DIGITAL ADDRESSABLE SYSTEMS)

REGULATIONS, 2016

DATED - OCTOBER 10, 2016

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Response of Dish TV India Limited to the draft Standards of Quality of Service and Consumer Protection (Digital Addressable Systems) Regulations, 2016:

The present regulation has been issued by TRAI with a view to provide a comprehensive uniform QoS regulation for different delivery platforms in digital addressable systems. However without providing a level playing field amongst all the operator no uniformity can be achieved. Dish TV in its response to the consultation paper has *elaborately* dealt with this issue, but the said issue has not been dealt not even discussed in the present draft tariff order. It is therefore surprising as to how TRAI is contemplating to being uniformity in the quality of services without even considering the uniformity in the applicable provisions of law which discriminates one set of operators with the other. We reiterate that until uniformity in the business opportunity is provided, any and all attempts for uniformity in the nature of services would only be futile. In order to therefore bring the said issue for consideration of TRAI, we reproduce the relevant portions of our response as under:

> *"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.*
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> *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 threating 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."

Having stated so, we wish highlight that the present Regulation, which has been issued for all the digital addressable platform in order to bring in parity towards resolution of the complaints of the customer, does not - in any manner what so ever, take into consideration the interests of the platform. As more clearly brought out in our response, there are various clause which are either not clearly drafted or has a direct disconnect with the preceding clause. Many of the clauses, prima facie, has different meanings which may be interpreted differently. This

will only create confusion after the regulation is enforced. Further, there are many clause which were not even discussed in the consultation paper and have been brought in the current draft regulation without any discussion. Also, there are various clauses which requires detailed justification and reasoning from the TRAI to enable us to understand the reason behind the regulation being notified.

We therefore sincerely request the TRAI to rework at the draft Regulation with all the observations made hereinabove and also the responses made by the stakeholders.

In the above backdrop, our response to the draft QoS regulation under consultation is as under:

CHAPTER II: SUBSCRIPTION TO TV BROADCASTING

3. Provision of TV broadcasting services

Clause 3(2): Every operator strives for acquiring subscribers and in this regard they put into place all sorts of possible modes for promotion of their products and services and therefore no regulation is required to mandate the modes for placing request of subscription by the subscribers. It is therefore suggested that clause 3(2) should be modified as under:

Every distributor of TV channels may adopt consumer friendly methods employing multiple means such as telephonic call to Customer Care Centre, short messaging services (SMS), e-mail, mobile apps etc. to request for subscription of TV broadcasting services.

Clause 3(4): This clause is restrictive in nature and will deter the operators to introduce long term offers on its platform. It may be stated that DTH industry is still under losses and the churns % is more than 50. The primary endeavor of the DTH operators is therefore to introduce long term offers even by incurring initial losses so that the acquired customers are associated for a longer period

which make good the initial subsidy provided to the subscribers. However the present clause shall hinder offering of such schemes as any new bouquets to be offered under such schemes shall be required to be provided on monthly basis as well which may not be cost effective for the operators. Further, the DPOs also launch discounted bouquets during festive seasons. Such a provision in the clause shall also deter the operator to launch such offers.

4. Procedure for connection

Clause 4(2): This clause which mandates activation of a connection subject to receipt of Consumer Application Form (CAF) will delay in activating the connection. In a situation like this, making activation of a connection subject to receipt of CAF will be highly prejudicial to the interest of the operators.

One may contend that similar provisions are already applicable for DAS operators and hence the same should be applicable for DTH operators as well. It may be noted in this regard that the installation in the DAS regime are done by Cable Operators who are required to be registered under Cable Network Regulation Act and therefore to bring the errant cable operator under the net of law would be easier. However the installation in the case of DTH operator are done by third party service providers who do not require any registration anywhere and therefore such operators are not obliged to submit the filled CAF from the customers. Where on one hand various lucrative commission schemes have failed to lure such third parties to submit 100% CAF, the financial disincentives in case of failure to comply the said requirement has also proved futile to deter such agencies to evade the responsibility in this regard. Having such a provision in the contract executed with such parties has not been proved any helpful and litigation cannot be an option for such compliance. It is therefore not advisable for TRAI to prescribe such an option for the DTH operators until there is any statute to bind such third party service providers.

Clause 4(7): The prescription of a cap on the activation charges is not acceptable. TRAI, in "The Telecommunication (Broadcasting and Cable) Services (7th) (Direct to Home Service) Tariff Order, 2015", has prescribed activation charges @ Rs. 50. This Tariff Order is under challenged by DTH Association in TDSAT and is still pending. It is stated that TRAI is aware that Activation charges include variety of costs and charges such as cost of activation vouchers, call center charges, data center charges, back end charges etc. and these charges go up with the up-gradation of the types and difference in technology used in the STB as the integration and maintenance of details in the system. All these charges add up to the activation charges which is borne by the operators. Thus, the activation charges for all the types of the STB cannot be put at the same rate and the decision to this effect should be left to the operators. The DTH association and the DTH operators, in their respective responses to the consultation process for the said Tariff Order, brought the same to the notice of TRAI. However TRAI has chosen to reject the same without any basis. Now the same issue being reflected in the present tariff order clearly indicates that TRAI has again put a deaf ear to the long standing contentions of the DTH operators and has prescribed the same in the draft Regulation under consultation. Such conditions are completely arbitrary, therefore need to be removed.

CHAPTER III: MAINTENANCE OF SERVICE AFTER INITIAL SUBSCRIPTION

5. Changes in subscription of TV broadcasting services.

Clause 5(1): This clause, which makes it mandatory to have a verifiable request from the subscribers before making any change in the services subscribe by him, is not only a deterrent for the business operations of the DPOs but also anti-consumer.

We have already stated in our response to consultation paper 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.

Further, it may be noted that most of the subscribers who reside in the rural areas does not have any adequate facility or technical competency to place their requests in such a manner which can be preserved as a matter of proof. Request of such subscribers are majorly received from the dealers whom they contact for any change in their subscription. In the absence of any recordable indulgence by the subscribers for placing such requests, there is always a scope to later deny having made such requests. Therefore, making such a provision in the regulation will only deter the operators from entertaining such requests and would surely result into customer's angst. Further, wherever it is possible, most of the operators are already maintaining records pertaining to the requests made by the subscribers. It is therefore suggested that the relevant provision may be done away with or be modified to include "***wherever possible***".

Clause 5(2): Regarding the period of storage of data, we had suggested that with the subscriber base of the operators running in millions, the storage of data is already an issue. Accordingly, as suggested above, if TRAI proceeds with modification of the above clause to include therein "wherever possible, 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.

7. Removal of Channel(s) /bouquet (s) from subscription

Clause 7(1): The present clause is a clear deviation from the long followed practice of prescribing a minimum lock in period against providing any channel on ala carte basis. While there has been no such discussion in the consultation

paper, the reason for inclusion of this very provision does not find any place in the explanatory memorandum also which is attached with the draft regulation.

Further, the language of the clause is loosely drafted which may have different interpretation by different stakeholders. Clearly in the absence of any justification/clarification, there is no scope nor any rationale for the TRAI to include this provision in the regulation.

Clause 8: Non availability of channels on distributor of TV channels platform. We are of the opinion that the authorities have taken a very rigid approach in this clause, we suggest that there should be some flexibility in this regard, therefore, we suggest that in case of removal of a channel from the pack due to unviability of the channel, the DPOs 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 Distributor 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.

Clause 9(3): We suggest to replace word "shall" with "may" in the clause which makes it mandatory for the operator to deactivate the connection in case of temporary deactivation for a period more than 3 months. The choice as to whether to deactivate or not should remain with the operator. The clause may be modified as under:

(3) In case TV broadcasting services of a subscriber are not restored after temporary suspension, not exceeding three months, the distributor of TV channels or local cable operator, as the case may be, may deactivate such subscriber from subscriber management system.

Provided that it shall be open to the distributor of TV channels or local cable operator, as the case may be, upon request of the subscriber, to

reactivate such subscriber by charging an amount not exceeding rupees one hundred as reactivation fee.

Clause 11(2): Charges for shifting. The charges for shifting should be fixed at double of installation charges only. As stated earlier, activation charges include variety of costs and charges such as cost of activation vouchers, call center charges, data center charges, back end charges etc. and these charges go up with the up-gradation of the types and difference in technology used in the STB as the integration and maintenance of details in the system. All these charges add up to the activation charges which is borne by the operators. Thus, the activation charges for all the types of the STB cannot be put at the same rate and the decision to this effect should be left to the operators. Further, the issue of activation charges is already sub-judice. And therefore activation charge should be delinked from the charges for shifting.

Clause 12. Disconnection of TV broadcasting services. Disconnection of connection should be subject to lock in period and schemes under which the connection has been availed.

Clause 13. Price protection to subscribers. The price protection to the subscriber should be made subject to price increase by broadcasters and imposition of any taxes and levies.

CHAPTER-IV: CUSTOMER CARE AND COMPLAINT REDRESSAL

14. Customer Care Center:

The obligation to provide services in one local language in addition to Hindi and English is simply not possible. The clause should be modified to provide that the services should be provided in major regional languages and not in all local languages. India is a country of diversity and according to Census of India of 2001, India has 122 major languages and 1599 other languages and therefore it

is simply beyond any possibility that all the services should be provided in all local languages. The languages of the corresponding clause is loosely drafted and should be modified in a rationalized manner.

Further, the proviso provided in clause 14(1) should also include the call centers established under "The Direct to Home Broadcasting Services (Standards of Quality of Service and Redressal of Grievances) Regulations, 2007" which seems to be a miss.

15. Complaints handling:

Clause 15(2): If a complaint is resolved, the customer will automatically come to know of the same. Making it mandatory for the operators to intimate the resolution, the same would increase cost burden on the operators. But if TRAI proceeds to make it an obligation on the part of the operators, what can maximum be made mandatory is intimation of resolution of complaint. The details of the action taken and nodal officer should not be made mandatory as the same would further increase the cost burden on the operator. There are already provision to widely publicize the names of the Nodal officer and therefore no further requirement should be imposed on the operators to intimate the same post resolution of the complaint. TRAI being sectoral regulator should also consider the cost implications of each of its suggestions/provisions.

17. Redressal of Complaint by Nodal Officer:

Clause 17 (1): The clause should be modified to replace "Nodal Officers *in* every state" with "Nodal Officers for every state". It is stated that it is not feasible for every operator to have offices in every state and operations of two or more states may be coordinated from the regional/zonal office situated in any of the states.

We would like highlight following points in respect of the corresponding clause:

i. Keeping in view of the operational feasibility and cost involved with the same, it is very difficult for the DOP to appoint Nodal officer in each states, Nodal Officers should be given the authority to handle the issues of two or more states at a time.
ii. Details of Nodal Officer can be given through Website, scroll on home channel as well as through MOP. The mode of publicity provided in the draft is too wide, we suggest that apart from the other mode of publicity mentioned in the draft should be removed.

19. Maintenance of Records of complaints:

This should same as clause 5.2 to state that the maximum period for which a DTH operator should be required to retain the records should not be more than a period of 3 months.

CHAPTER-V: BILLING AND PAYMENT

22. Billing Cycle: It is welcome step on the part of TRAI to leave it on the DPO to decide regarding the billing cycle it may want to offer. However the prescription of different number of days in the billing for pre-paid and post-paid customers need a reconsideration. TRAI has provided no justification for such prescribing such a mechanism. It may be appreciated that most of the DPOs while offering their services, offer various packages and bouquets and ala carte channels, which is irrespective of the billing cycle chosen by the customers. Prescription of different number of days in the billing cycle for pre-paid and post-paid customer will not only create discrimination amongst 2 different sets of customers, the same would also difficulty for the DPOs as the DPOs will be forced to have different accounting system for pre-paid and post-paid customers in the same Subscriber Management System. TRAI should therefore do away with this and provide a single billing cycle for both the pre-paid and post-paid customers.

24. Delivery of Post-paid bills and payment: This clause which is an import from the DAS QoS regulation is not well thought of move on the part of TRAI. While enforcement for such a provision on DTH sector was not discussed in the consultation paper, the direct import which consultation clearly lacks any justification. Before prescription of such a provision on the DTH sector as well, it should have been appreciated by the TRAI that the collection of payment as followed in the DTH industry is much different and much transparent as compared to the payment mechanism followed in the case of DAS operators. Unlike in the DAS sector where the payment is still collected by the local cable operators, in DTH, most modern payment and extremely transparent facility has been offered by all the DTH operators where a customer is provided with e-payment mechanism. Even in the case where the payment is deposited with the dealers of the DPOs, the payment are transferred on real time basis through the EPRs mode and the customer gets instant confirmation of the payment made by them. Therefore unlike in DAS, non-deposition of short payment has not been an issue. With this process being already followed the import of the present regulation from DAS regulation is certainly uncalled for and if incorporated, this should have been limited to the local cable operators only. However if TRAI proceeds with enforcement of such clause in the regulation, we suggest the following:

i. TRAI must understand that printing of bills is a cost incurring exercise and further sending the same through post or hand delivery will entail further cost by the DPOs. The Delivery of the bills by hand or through postal mode, should be therefore be made on request and should be subject to payment of nominal sum. In fact, TRAI should discourage printing of bill in order to promote the 'go green' policy.
ii. The provision of 'serial number' as provided in sub clause (4) should be modified with the addition of transaction number as an addition option. Further, similar to the suggestion given above, the first proviso regarding

hand delivery/post of the bills should be made on request and upon payment of nominal fee.

iii. The explanation given in sub-clause (4) should be made limited to 'cash payment' and should be made subject to technical glitches which may occur at times. A time period of 72 hours should therefore be prescribed for acknowledgement of payment.

iv. Sub-clause (5) should be done away with. There cannot be any automatic financial disincentives and enforcement of the same should be only in cases where the bills are not provided despite receipt of request from the customers.

25. Pre-paid bills and payment: A bare perusal of the clause indicates that the customer shall have the access to the detailed information on the usage of his account. However, in case the consumer wants to have a print out of the same, the Regulation must provide that the DPO shall be entitled to charge a nominal sum for the same.

CHAPTER-VI: CUSTOMER PREMISES EQUIPMENT

At the outset, we would like to state that heading of this chapter should be changed and the application to the same should be made limited to Set Top Box. The CPE includes Set Top Box, connectors, LNB, Dish Antenna and Cable etc. Dish Antenna and LNB are installed in the open and along with cable wire, these are subject to extreme weather conditions. Similarly, the remote and adopter are subject to daily use and are exposed to manhandling to a greater extent. Therefore either there should not be any warranty or separate warranty period for these items as these items cannot be equated with Set Top Box. It is may be worth noting and we had also highlighted this in our response to Consultation Paper that "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. Clearly there being no other items for which

BIS compliance is required, the application of this section should be limited to STB.

Further, TRAI in the impugned "The Telecommunication (Broadcasting and Cable) Services (7th) (Direct to Home Service) Tariff Order, 2015" had prescribed thee (3) years as the period for free repair and maintenance of CPE by a DTH operator. Though the said order is under challenge before TDSAT, it may be stated that the TRAI while increasing the said period from 3 years to 5 years, has not provided any justification.

In our response to the consultation paper we had also suggested that 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. It may be stated that the cost to be incurred towards repair and maintenance of the STB does not depend upon the scheme under which the same is issued and therefore to differentiate between the repair maintenance charge, basis the scheme under which the STB is issued, is not well founded and that the same should be uniform irrespective of the scheme.

It is stated that the damages in the STBs can be caused due to various factors like voltage fluctuation, electrical failure, water logging etc. and the fault in the STB cannot be attributed only to the fault in the hardware. 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.

In view of the above, we suggest the following changes in this chapter:

i. The heading should be changed to Set Top Box with necessary changes in the entire chapter to limit the scope of application of this chapter to STB only.
ii. The provision of five years period should be limited to guarantee/warranty period and a provision should be added in the same to include the cases like voltage fluctuation, electrical failure, water logging etc. from the ambit of the application of the section.
iii. The exceptions should be incorporated in the second proviso of sub-clause (7) along with the case of damage by the subscriber himself.
iv. Similar modification is required to be incorporated in the second proviso to sub-clause (8).
v. 24 hours' time as provided in sub-clause (8) should be replaced with 72 hours.

CHAPTER-VII: PUBLICITY OF INFORMATION AND CONSUMER AWARENESS

27. Establishment of website. While we appreciate the initiative by TRAI for consumer awareness, we may state that the information sought to be provided in the Consumer Corner, Subscriber Corner and Manual of Practice are very repetitive and sought almost in each of the same. Further, Manual of Practice is also a part of the Consumer Corner. This will only create confusion and the information to be provided in each of them should be clearly segregated and well defined. In addition to this, we suggest the following two modifications:

i. Proviso should be added in sub-clause (2) to provide that communications made by the DPO should be exempted from the application of "The Telecom Commercial Communications Customer Preference Regulations, 2010"
ii. Public awareness campaign should be left to the discretion of the DPOs. While every operator strive for acquiring and retaining more and more customers and therefore take all pos`sible effort towards the same, making the same obligatory under the regulation would lose the very essence of such endeavor.

Such an obligation may have deterrent effect where a DPO would, rather than focusing on customer acquire and maintenance, focus on compliance of the requirement under the regulation.

CHAPTER-VII: MISCELLANEOUS

32. Manual of Practice: Regarding the Manual of Practice (MoP), we reiterate our response to the consultation paper and urge TRAI to kindly considering a having a provision of making MoP available through electronically only. It may however be noted that the MoP should not contain the name and prices of the channels as the same is already provided through various modes and also for the reason that the MoP primarily acts as a guide for the subscriber to know about the services being provided by the service provider. In addition to the same, we wuld also like to state that imposing an obligation to the DPOs to provide the MoP in such language as may be required by the customer (sub-clause 4), will not only be an operational nightmare for the DPOs but also impose a huge cost burden on the DPOs. This clause should therefore be deleted.

33. Display of channels in EPG:

We suggest that EPG should be limited to programme guide and that the prices and other details of channels should not be provided in the EPG, as prices are being communicated by DOPs through various other modes.

Further, the proviso, which provides that no payment would be required to be made by the subscriber for a free to air channel, should be deleted. It may be stated that the same was never brought for consultation in the Consultation Paper dated 18.05.2016. We suggest that no channels should be allowed to be provided to the subscriber for free and a token value of Rs. 5/- per channels should be allowed to be charged by the DPOs from the subscribers. While this will not be cost burdening for the subscribers, the same would help the DPOs to meet the operational expenses incurred in this regard.

35. Appointment of Compliance Officer:

We suggest that compliance officer details to be made available to the authorities on quarterly basis at the time of filing of performance monitoring report, it should not made mandatory to inform the authorities within 10 days of the appointment or any change of address or contact number of the compliance officer.

Schedule I: Customer Application Form. Schedule I which requires the information to be filled up in CAF should be modified as all the information as prescribed therein are not possible to be provided. For example, the column for details of payments should be removed as the trade partners already issue invoices/receipts to the customers, inclusion of this information on CAF will be only duplication of the same.

Schedule II: Consumer Corner: The Schedule II should be modified to include only the clauses as mentioned from 1 to 7. Rest of the points should be deleted as the information sought under Sl. No. 8-13 are already prescribed under Manual of Practice. Cl. 14 should be made applicable for HITS and DAS operators.

Schedule III: Subscriber Corner: Subscriber Corner should contain only the information pertaining to the subscriber and his subscription details. Therefore, point 1, 9 and 10 should be deleted from the list provided.

Schedule IV- Manual of Practice (MoP): We agree with almost all the information suggested to be provided in the Manual of Practice except the fact that the MoP should not contain the name and prices of the channels which are already provided through various other modes.

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