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To

Shri. Wasi Ahmad,  
Advisor (B&CS),  
Telecom Regulatory Authority of India,  
Jawaharlal Nehru Marg,  
New Delhi – 110 002.

Sir,

**Sub : Furnishing of comments for consultation on “Draft Tariff Order prescribing framework for commercial interoperability of Customer Premises Equipment (CPE) in DTH services”**

Please find my enclosed comments for the aforesaid draft and request your good office for a diligent perusal of the same and implement in the larger interest of consumers.

Thanking you.

Yours truly,

R.L.Saravanan,  
Advocate.

### ***Comments of R.L.Saravanan***

Though technical Interoperability is the end solution, the attempt of the Authority for a partial commercial interoperability amongst the DTH services is highly appreciable.

The menace of unused Customer Premises Equipments (CPE) of inactive customers would cause accumulation of electronic waste and non-recyclable pollution to the country at large. The present draft would not only save the hard earned money of the consumers, but also an attempt towards green communication systems.

#### **Comments on Clause 3 (g) :**

While defining the “lock-in-period” the Authority has put a blanket surrender issue. However, in practice there may be instances, such surrender would be because of any hindrance or lifting of channels from the package. Such surrenders are done because of the hardships faced by the customers imposed by the DTH operators, in which event the same need not be penalized. Hence, the definition of “lock-in-period” may be as follows:

*.....”(g) “lock-in-period” means duration for which on surrender of connection the subscriber shall not be entitled for refund of payments made towards CPE and programme bundled with CPE applicable for the said period, and not applicable for surrenders done as a result of deficiency in service by the DTH operator. “.....*

#### **Comments on Clause 4 of the Tariff Order:**

1. The present scenario is that the CPE is offered to the customer on the basis of one time activation and the ownership of CPE would remain in the hands of the DTH operator. This would enable the DTH operator to jack up his book value in an illusionary manner on the CPE lying in the premises of the customers. Some Operators end up is obtaining overdraft/term loan by offering such CPE as security, which leaves the customer with a perennial threat of his CPE being confiscated by Banks for non-payment of loan by the respective operator and further it would be practically not possible for the lending banks to recover CPEs from millions of households, which may lead to Non Performing Assets (NPA).

***Hence, the Authority in the larger interest of consumers shall impose a proviso clause therein to clause 4.2 to ban any scheme which would otherwise retain the ownership of CPE with the DTH operators.***

2. The ceiling imposed installation and activation charges is stated as Rs. 350/-. Activation is the part and parcel of provision of service and no additional obligation is casted on the DTH operator for that purpose, unlike installation. Further, it is suggested to eradicate activation charges in any form which would also protect the former issue hereinabove.

Hence, the Authority may reframe Sub-clause 4 of Clause 4 as follows:

***...”(4) DTH Operator may specify installation charges for the customer premises equipment not exceeding rupees three hundred.***

***Provided DTH operators shall not claim any charges for activation directly or indirectly from the customer.”.....***

#### **Comments on Clause 5:**

There are instances where the bundled scheme may be for 4 months or for any other lesser period. The 1<sup>st</sup> proviso appended to sub clause 2 (C) of Clause 5 would allow the DTH operator to deduct an amount of additional one month average charge for surrender of connection before the expiry of the period of the bundled scheme. In lesser period scheme deduction of one month may burn the pocket of the customer to large extent. Hence, an amount equal to 10% of the bundle scheme or one month whichever is lesser can be deducted from the customer.

For the said reasons the 1<sup>st</sup> proviso of clause 5(2)(c) may be framed as follows:

***....”Provided that DTH operator may deduct an additional amount of ten percentage of the total amount of the share of bundled programme or one month average charge, whoever is lesser for surrender of connection before the expiry of the specified period for the bundle scheme”.....***

**Comments on Clause 9:**

In practice the service franchisees of the DTH operators collect an amount ranging from Rs. 150/- to Rs. 250/- from the customer as visiting charges/conveyance charges for every visit irrespective of any period from the date of activation. It is apt to state that Last Mile cable operators or DTH operators providing services through MDU (Multi Dwelling units) scheme don't charge any visiting charges. However, the individual DTH customers are taxed with such charges.

Hence, an amount of clarity may be brought in, into the proviso clause appended thereto to clause 9. The proviso may recite as follows:

*....."Provided that DTH operator shall repair and maintain the customer premises equipment for five years free of cost, without any charges not limited to visiting charges, spares/equipment replacement charges and etc., from the date of activation of services to the subscriber.".....*

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