RESPONSE TO TRAI'S CONSULTATION PAPER ON REGISTER OF INTERCONNECTION AGREEMENTS (BROADCASTING AND CABLE SERVICES) REGULATIONS, 2016 DATED 23 MARCH 2016

Indian Broadcasting Foundation (IBF) wish to thank the Telecom Regulatory Authority of India ("Authority") for initiating the consultation on Register of Interconnection Agreements (Broadcasting and Cable Services) Regulations, 2016 ("Consultation Paper") and appreciate its proposal to review the current register of interconnect regulations to achieve the objective of "non-discrimination" and "must provide".

Before addressing the questions specifically asked by the Authority in this Consultation Paper, we wish to briefly summarize the provisions that existed hitherto starting with the Register of Interconnect Agreements (Broadcasting and Cable Services) Regulation 2004 and the subsequent amendments made thereto.

1. TRAI vide Notification dated 31.12.2004 issued The Register of Interconnect Agreements (Broadcasting and Cable Services) Regulations, 2004, which provided for the modalities for the maintenance of the register of interconnect agreements entered into by broadcasters, multi service operators and cable operators and the salient features were as follows:

i. maintenance of a register (either in print form as a register or in electronic form or in any other medium that the Authority may decide from time to time);

ii. all broadcasters to register their interconnect agreements entered into by them, including any modifications/amendments thereto;

iii. reporting to be submitted on a quarterly basis iv. register to be maintained in two parts- Part A to contain details of all the interconnect agreements with the names of the interconnecting service providers, service area of their operation and dates of execution of such agreements and such other information which are not declared confidential in terms of Clause 4 of the Regulation dated 31.12.2004; and Part B- to contain information which the Authority may direct to be kept confidential and it shall not be open to inspection by the public.

iv. With regard to the confidential portion of the register
   a) Either on the request of any party or suo motu if satisfied that there are good grounds for so doing, the Authority may direct that any part of the agreement be kept confidential. (It is pertinent to note that the Regulation did not differentiate between commercial information and other information);
   b) While declining the request to keep any portion confidential, the Authority was required to record the reasons thereof and give a copy of the order to the concerned party in order to enable such party to make a representation before the Authority against such order;
   c) When any request is made to keep any information confidential, such part of the agreement was to remain confidential till the Authority decides otherwise.

v. The register was also open to inspection by any member of the public on the payment of the prescribed fee and on his fulfilling such other conditions as may be provided in the Regulation, subject to the limitations prescribed in Clauses 3 & 4.

2. On 04.03.2005, TRAI introduced The Telecom Regulatory Authority of India (Access to Information) Regulation, 2005 (No. 3 of 2005), whereby provisions were introduced with respect to the request made for keeping any portion of the interconnect agreement in the confidential portion of the register and access to the confidential information thereof.

3. Simultaneously with The Telecom Regulatory Authority of India (Access to Information) Regulation, 2005, TRAI vide notification dated 04.03.2005 promulgated The Register of Interconnect Agreement (Broadcasting and Cable Services) (First Amendment) Regulation, 2005 (12 of 2005), thereby amending Clause 4 of the Regulation dated 31.12.2004 to provide that where any party to the interconnect agreement requests the Authority to keep the whole or any part of the agreement as confidential, the Authority shall take a decision thereon in accordance with the relevant provisions of The Telecom Regulatory Authority of India (Access to Information) Regulation, 2005. Thereafter, the broadcasters made representations to the Authority with respect to the difficulty faced by them in filing the voluminous agreements at the end of each quarter owing to the number of agreements, renewals, modifications and amendments that take place and happen continuously throughout the year.

4. Basis the representations, TRAI vide its notification dated 02.12.2005, brought in The Register of Interconnect Agreement (Broadcasting and Cable Services) (Second Amendment) Regulation, 2005 (12 of 2005), thereby amending Clause 6 of the Regulation dated 31.12.2004 in order to enable the Authority to specify a particular procedure in regard to the manner of filing of data or information; the form or format of filing, number of copies to be filed, and such other procedural issues connected to the filing of the details on interconnect agreements through a simplified process instead of the need to amend the regulation every time whenever a change in procedure in necessitated.

5. The Register of Interconnect Agreement (Broadcasting and Cable Services) Regulation 2004 was further amended on 18 March 2009 after following a due process of consultation on various interconnection issues, including, periodicity of filing the register of interconnect data, confidentiality of interconnection data, access to public of the interconnect register, implementation of principle of non-discrimination while retaining the confidentiality of interconnection fillings, etc. Post the consultation process, the Authority notified the Register of Interconnect Agreement (Broadcasting and Cable Services) (Fourth Amendment) Regulation 2009 revising the periodicity of the annual filings and incorporating other changes in connection with the register of interconnect data. The explanatory memorandum of the Register of Interconnect Agreements (Broadcasting and Cable Services) (Fourth Amendment) Regulations, 2009 stated the reasons for modification of periodicity of filings as under:

“The Authority noted that the Industry practice is largely to sign Interconnection Agreements on annual basis, mainly for a calendar year or for the financial year. At the same time, the process of signing of interconnection agreements continues throughout the year on account of agreements with new distributors of TV channels, launch of new channels/ bouquets, amendments in terms and conditions of existing agreements etc. In case of DTH, the interconnection agreements are sometimes for five years or even longer durations.”

The Authority observed that the period of annual filing i.e. for the period from 1 st July to 30th June filing to be completed by 31st July each year will cover the industry practices of agreements signed on calendar year or financial year basis. However, industry practices have not changed since, and interconnect agreements still continue to be signed either on a calendar year or on financial year basis. Further, the scenario as observed by the Authority in 2009 with respect to signing of the agreements throughout the year on account of new distributors, launch of new TV channels, amendments of the existing agreements etc., continues and remains the same. In fact, with the increase in number of channels and number of distributors, the number of interconnect agreements have increased manifold due, which the Authority itself recognizes in this Consultation Paper. In view of the foregoing, we believe that there is no compelling reason for the Authority to contemplate increasing the periodicity of filing to once a month, and that it must continue with the existing provisions of having the filings undertaken once a year. It would be a humungous task to file inter-connect agreements on a monthly basis as the sheer volume of data will overwhelm the Authority and leave little room for any in-depth analysis and/or data mining. We believe that there is no need to revise the register of interconnect data at this stage. The Authority may look at simplifying the processes and filing formats without reinventing the wheel. No need has arisen to look at the issue of periodicity, etc. since these issues are adequately taken care of under the extant regulations. Regarding "confidentiality", the Authority may consider following the practice adopted by the Competition Commission of India under Regulation 35 of the Competition Commission of India (General) Regulations 2009.

6. TRAI vide notification dated 10.02.2014 introduced The Register of Interconnect Agreements (Broadcasting and Cable Services) (Fifth Amendment) Regulations, 2014 (No. 3 of 2014, which provided for the definition of 'authorized agent' and amended the definition of 'broadcaster' and 'multi service operator', and thus, set out the difference between a broadcaster and its authorized agents. The said amendments provide that only broadcasters can publish the RIOs and file the same with the Authority. Considering the above changes, and the intent of TRAI, we do not feel the necessity for TRAI to look at this aspect once again. As narrated above, the documents, agreements, modifications, amendments to the agreements are already being filed on a yearly basis, and there has never been any complaint regarding non-compliance of the same. TRAI pursuant to the Second and The Fourth Amendment accepted the request of the broadcasters about the difficulty in filing documents on a quarterly basis, and hence, made filings on a yearly basis. Hence, we submit that the filings be continued to be done annually, and in fact, there exists no reason or change in circumstances that would warrant TRAI to change the system which is being followed by the stakeholders for a long time.

Our detailed responses on each issue raised in the Consultation Paper are given below:

Question 1: Why all information including commercial portion of register should not be made accessible to any interested stakeholders?

In response to the above question raised, we feel that if the person filing the information considers any portion thereof to be confidential for any reason, there must be a "due process" to be followed before that information can be thrown open for public dissemination. In this regard we wish to draw attention to Regulation 35 of The Competition Commission of India (General) Regulations 2009 where the rights of the person providing the information have been recognized but the final decision on whether to make the information public is left to the Commission. Further whether the information should be made accessible or not would also

depend upon the tariff model that TRAI proposes to adopt pursuant to the Consultation Paper dated 29.01.2016.

Further, the Authority's concern with regard to "parity" and "non-discrimination" have already been taken care of by the recent judgment of Hon'ble Telecom Dispute Settlement and Appellate Tribunal ("TDSAT") dated 7th December 2015 in the matter of M/s Noida Software Technology Park Pvt. Ltd. v/s M/s Media Pro Enterprise India Pvt. Ltd. and others and petition number 526(C) of 2014 in the matter of Noida Software Technology Park Ltd. v/s Taj Television India Pvt. Ltd. ("NSTPL Judgment"). As per the NSTPL Judgment, the broadcasters are required to publish their respective RIO within one month from 1st April, 2016. The RIO will contain all the material information required for platform operators to take a decision on "inter-connection" including wholesale rates of channels offered by a broadcaster which will take care of the principles of non-discrimination and parity. Since going forward, the RIO based interconnection agreements will have all the different formations, assemblages and bouquets etc. depicting commercial terms and same will be made available uniformly across all similarly placed platforms, it should not be necessary for broadcasters to provide to the Authority a copy of every interconnect agreements executed by them. Such a proposal is devoid of any logic and it would unnecessary burden the Authority with voluminous documents, their storage and security without there being any productive use.

The relevant portions from the NSTPL judgment are quoted below:-

"As the Regulations stand in its present form, we are clearly of the view that the RIO must reflect not only the rates of channels but also the different formations, assemblages and bouquets in which the broadcaster wishes to offer its channels for distribution along with the rates of each of the formation or bouquet. Further, the a la carte rate and the bouquet rates must bear the ratio as mandated in clause 13.2A.12. The RIO must also clearly spell out any bulk discount schemes or any special schemes based on regional, cultural or linguistics considerations that would be available on a non-discriminatory basis to all seekers of signals. To sum up the RIO, must enumerate all the formats, along with their respective prices, in which the broadcaster may enter into a negotiated agreement with any distributor. To put it conversely, the broadcaster cannot enter into any negotiated deal with any distributor unless the template of the arrangement, along with its price, consistent with the ratio prescribed under clause 13.2A.12 is mentioned in the RIO. In addition, any volume-related price scheme must also be clearly stated in the RIO so as to satisfy the requirement of clause 3.6 of the Interconnect Regulations."

A proper RIO would, thus, form the starting point for any negotiations which would be within the limits allowed by the ratio between the a la carte and the bouquet rates as stipulated under clause 13.2A.12 and the margins between different negotiated agreements would be such as they would hardly be any requirement for disclosures". (Page 73-74 of the Judgment dated 07.12.2015)

".....Thus, in the interpretation that we have placed on the Regulation, there is the obligation to frame a meaningful RIO in which all bouquet and a la carte rates are specified, and there is also some room for mutual negotiation (even on rates) within certain specified parameters. This will achieve the objective of introducing a transparent non-discriminatory regime whereby distributors can obtain access to content, while still retaining some latitude to mutually negotiate the terms and conditions of access. It will also make the nexus between a la carte and

bouquet rates, which the regulator thought fit to introduce, applicable to all mutually negotiated agreements. Negotiations must be within the parameters to those mandatory conditions specified in the Regulations that cannot be avoided or waived, and the mutual negotiation course cannot be used as the means to completely step out of the Regulations. It would be plainly opposed to any common sense principle to first set out an elaborate cumbersome regulatory architecture, only to allow parties to opt out of it at will." (Page 78-79 of the Judgment dated 07.12.2015)

Once all kinds of deals/proposed agreements arise out of the RIOs, then the issue under consultation will not assume much importance, as the deal will be based on the details provided under the RIO itself, which will be filed with TRAI in any circumstance.

TRAI must also consider that pursuant to the Register of Interconnect Agreements (broadcasting and Cable Services) Regulations, 2004 (as amended up to date), the Broadcasters are already filing the requisite information including the RIOs, and the other forms of subscription agreements, from time to time. Hence, all the information required by TRAI is already available with TRAI for scrutinizing the same, and developing the basis for regulation in the broadcasting industry. Regarding compliance of clause (vii) and (viii) of Section 11 (1) (b) of TRAI Act, it is stated that the purpose of the regulations is to provide TRAI with the information to conduct a study in the sector, and secondly, to ensure that the agreements executed are based on parity, and non-discrimination. Clause (vii) of Section 11(1)(b) of TRAI Act, though it provides for maintenance of register of inter-connect agreements and other matters, however, subjects the same to 'as may be provided in the regulations'. Similarly, Clause (viii) of Section 11(1)(b) of TRAI Act provides for inspection of the register to any member of the public, however, same has been subjected to '...and compliance of such other requirement as may be provided in the regulations.'. Hence, both the requirements are subject to regulations, which have yet to be framed by TRAI. Thus, it is not correct to state that every information provided by the stakeholders must be provided to the other stakeholder or the public at large.

We understand that the basic ethos of the interconnect regulations is the principle of "must-provide" as well as "non-discrimination". It is for the same reason to analyze and evaluate whether "must provide" and "non-discrimination" objectives contained in the regulations are met that the Authority has since the year 2004 required the service providers to furnish the interconnect data (whether quarterly or as per the extant regulations on an annual basis).

The commercial information of a business unit, is an extremely sensitive information, which should not be made available to anyone except the Authority. Yes, it is the obligation of the service provider to comply with the basic principles of the regulations, however, the ultimate evaluator of the same is the Authority, considering it has access to all the details pertaining to the interconnect agreements including commercial information. We believe that other than the Authority, no one must have access to the commercial portion of the register. Moreover, if all information including sensitive commercial information is made accessible to members of the public, it will lead to a plethora of unwanted requests from persons, some with an ulterior motive and mala fide intent. It is to be noted that private broadcasters are not under the purview of the Right to Information Act and are entitled under the law certain rights to their confidential information. Further, in view of such huge number of operators across the country, responding to each and every such request by the Authority may not be feasible.

Alternatively, any information (including the commercial terms) if made available to the general public, will open the flood gates and the element of privacy and confidentiality will be disregarded, which is a sine qua non for any transaction, of course maintaining the basic facet of parity and non-discrimination. Any information made available to the general public will put the confidential information to constant abuse and will take away the element of privity between the parties.

Therefore, in our opinion, the Authority only, because of its independent stature and its impartial goals, should have access to the data being referred as "confidential" and the same should not be disclosed to the public at large without a due process.

Question 2: If the commercial information is to be made accessible,
a) In which way out of the three ways discussed above or any other way, the commercial information should be made accessible to fulfil the objective of non-discrimination?
b) Should it be accessible only to the service providers, general public or both?
c) Should any condition be imposed on the information seeker to protect the commercial interests of service providers?

Question 3: If the commercial information is not made accessible to stakeholders, then in what form the provisions under clause (vii) and (viii) of Section 11 (1) (b) of TRAI Act be implemented in broadcasting and cable sector so that the objective of non-discrimination is also met simultaneously?

We are of the firm view that the only Authority alone should have the access to the complete register of interconnect data.

As stated in our response to question number 1, the Authority should not disclose the information to the public at large. However, in the event TRAI decides to disclose the information, TRAI must consider the purpose of disclosure of information, which is twofold – one to allow the stakeholders to maintain parity, and second, for TRAI to study the industry in detail, and publish reports, and studies to help the growth of the broadcasting industry. As stated aforesaid, the purpose of parity stands achieved by the NSTPL judgment. The other purpose being to study the information, we feel can be handled by declaring metadata and providing trend analysis of the information. In this manner, the privacy and confidentiality aspect of the matter will also be taken care off.

However, still if TRAI feels the need to share the information, any service provider may seek information from TRAI on need basis after providing valid and reasonable reasons. Information may be classified in two categories – one general and other confidential while filing the data. The data/information marked confidential shall not be disclosed without hearing the broadcaster. TRAI can lay down the procedure of determining the information which is confidential. For giving access to any information to any stakeholder, we request the Authority to lay down following rules:

- The said access should be limited only to the interested party i.e. service providers and only after the interested party satisfies the Authority that the said information is important and relevant for the said party. The discretion should be vested with TRAI to decide whether a particular information should be disclosed or not.

- All such requests shall be in writing specifying a valid reason as to why the seeker believes that the service provider is not in compliance with the regulations making it critical for it to access the confidential portion;
- A copy of the written request of the seeker should be forwarded to the concerned service provider whose confidential portion has to be given access to;
- The service provider should be given a reasonable period of time for e.g. 5 working days to contest the said disclosure;
- In the event, the Authority still believes that the commercial portion shall be made accessible to the seeker, then the Authority shall ensure that an undertaking is signed by the seeker that it shall keep the commercial portion strictly confidential and shall not be misused.
- Any information disclosed by TRAI must be subjected to conditions including but not limited to confidentiality and non-disclosure;
- Further the commercial information shall be used only for the self-consumption of the seeker and the information is being sought only for the limited purpose of analysing the trend of commercial terms in place with other service providers and shall not be disclosed to any third person in any manner whatsoever.
- Any violation of such undertaking by the seeker should be strictly dealt with by the Authority.
- If the seeker is a distribution platform operator ("DPO") requesting for the access of commercial portion of a broadcaster, the identity of all the other DPO's in the commercial portion should be hidden.
- The information can be sought only for the previous one year and not beyond.
- Any violation of the undertaking shall be treated as a violation of a direction of TRAI, punishable under Section 29 of the TRAI Act.

As per the extant regulations, there is already a provision of filing of the interconnect agreements by the service providers on an annual basis. Thus, the Authority is privy to all the terms and conditions of the agreements executed between the broadcasters and the DPOs. Further there is also a provision, which allows inspection by a person seeking information of the relevant portion of the interconnect agreements on payment of a prescribed fee. Since all the rates provided by a broadcaster will have to be reflected in the RIO of each of the broadcasters, which are not only filed with the Authority but are also available to the public in general on the broadcaster's website, there is no reason why a stakeholder or a service provider will feel discriminated against. Further, as stated above, the Authority by virtue of having the complete data on interconnect agreements, will itself comprehend whether or not a service provider is in compliance of the regulations. Thus, we recommend that there should be no change in the process of operation of section 11 (1) (b) of the TRAI Act and that the Authority should place restrictions (as already provided above) on the access of commercial information.

Question 4**: Please provide suggestions on regulation 5 of the draft regulations regarding periodicity, authentication etc.**

Periodicity - Considering the above changes, and the intent of TRAI as narrated in this response related to the changes brought about in the Regulations, we do not feel the necessity for TRAI to look at this aspect once again and/or increase the periodicity for filing the agreements. As narrated above, the documents, agreements, modifications, amendments to the agreements are already being filed on a yearly basis, and there has never been any complaint regarding non-compliance of the same. TRAI pursuant to the Second and The Fourth

Amendment accepted the request of the broadcasters about the difficulty in filing documents on a quarterly basis, and hence, made filings on a yearly basis. Hence, we submit that the filings be continued in the manner provided in the amendments till date, and in fact, there exists no reason or change in circumstances that warrant TRAI to change the system which is being followed by the stakeholders for a long time The periodicity as stated in the comments section as well as clause 5 of the draft regulations do not take into consideration the reasoning as to why the quarterly reporting was amended to an annual reporting, as already discussed in the beginning of this response.

However, if the Authority still insists for a more frequent reporting, then the Authority can evaluate keeping the reporting norms as once in six months i.e. bi-annually. The Authority's recommendation of having the information furnished on 10th day of each month is certainly not possible. The Authority should note that due to a considerable increase in the number of DPOs, presently around 4,000, launching of new channels by the broadcasters, amendments due to down-gradation /upgradation etc., updating the data even on monthly or quarterly basis will be extremely cumbersome and a tedious exercise. Further, there are practical issues in the electronic storage of data: the process of entering all agreements in the broadcasters' system itself takes more than one month from the date of execution by the DPO, owing to the time in which the agreement reaches the broadcaster from various regions across the country because of conducting KYC checks, and then feeding the details of every agreement in the system. In such cases, reporting of the data either on 10th of every month or monthly is not plausible and is also unwarranted.

Authentication - We agree with the Authority's point of view on the authentication of data by any authorized representative of the service provider and also issuing a certificate to the effect that all interconnect agreements/ modifications that are submitted to the Authority are in compliance with the regulations. However, we state that there is no requirement of getting the data authenticated by the company secretary. It will merely make the process of filing more tedious and cumbersome as one person will have to authenticate thousands of agreements which will humanly not be possible.

Exemption - The draft regulations state that the Authority may, through a direction, exempt certain class of service providers from reporting such information relating to interconnect agreements. We would like the Authority to provide clarification as to what "class of service providers" the Authority is contemplating to provide exemptions to and the reasons and conditions on which, such service providers will gain exemption from reporting the information on interconnect agreements. This would also enable to ensure that there is no discrimination amongst the service providers and would avoid unnecessary litigations in this regard.

Question 5: Please provide comments on how to ensure that service providers report accurate details in compliance of regulations.

The data provided by every service provider to the Authority will be authenticated by the authorized representative of the service provider along with the certificate that the data is correct and in compliance with the regulations, as provided in Clause 5 of the draft regulations. This is sufficient to guarantee that the data furnished is accurate. In addition, the Authority has the right to conduct sample checks and tallying it with the corresponding data provided by the operator.

Question 6: Please provide comments on digitally signed method of reporting the information.

Clause 5(2) of the draft regulation requires company secretary along with the authorized representative to sign the certificate. We do not see a reason as to why should we have both of these persons signing the certificate. In our considerate opinion only one signature by an authorized representative of the Company should be sufficient to authenticate the details. As said earlier, the Authority can conduct sample checks in case it so deems fit. In our opinion, making it mandatory for submitting digitally signed reports will not be an effective and feasible method. Digital signatures will require each agreement to be digitally signed and for that bandwidth and connectivity will have to be in place from remote areas. Smaller operators will have to invest in the necessary technology to be able to get documents digitally signed. This will be an extra burden on the small operators who are operating at small scale and catering to few subscriber base as they will not be in a position to implement the said mandate of reporting in digitally signed requirements.

Question 7: Please provide suggestions on regulation 6 of draft regulations and also the formats given in the schedules? Stakeholders can also suggest modified format for reporting to make it simple and easy to file.

Comments on Schedule – I (Format for Broadcaster of pay channel) Part A- Table A1:

a) Since each broadcaster internally assigns a unique identification customer code to every DPO, we would suggest that the Authority should add another column containing the "Customer Code".
b) We feel that date of signing of the agreement may not be relevant. In any case, the "term" of the agreement is reflected in the table which provides information about the period for which the agreement is valid. Further, as stated earlier, due to the delay in entering an already executed agreement in the system due to the logistics issues, requirements of KYC, entering the details in the system etc. In such cases, we would be able to be report the data to the Authority only thereafter. Thus, in view of these issues it may be perceived by the Authority that there was insufficient reporting / failure by the concerned service provider to comply with the reporting requirements, in spite of the execution of the agreement. As long as the term of the agreement is provided, it should suffice.
c) In column 4, which enumerates the area for which the agreement is signed, provision shall be made to upload the list of areas in an attachment. The Authority will appreciate that most often agreements are signed for several areas and it will be easier to provide the list of area by uploading it in annexure form.

Table A-2- We are unable to understand the connotation of "Bouquet Code". Please explain.

Part B- Filing of agreements- An obligation to file sample agreements will be a welcome approach. However, it is not possible to upload every single agreement given the sheer number of DPOs. Further, as already stated in the beginning of this response, our agreements will be on the basis of the RIO, which itself will be transparent and on a non-discriminatory basis. Since details of all the agreements are provided to the Authority, the Authority may if it so deems fit call for any particular agreement from the service provider on a case to case basis.

We suggest that the "Part B" section of the Schedule should be marked "**Confidential**" and must be kept out of the area which is accessible by the general public or the stakeholders.

Regarding carriage and placement fee declaration, we feel that carriage and placement fee has always been unregulated, and there is no need to regulate the same at this stage as there being no change in circumstances.

Schedule II and III

1. The DPOs should disclose the different packages that are being made available on their platform along with their respective constitution.
2. DPOs should also provide the subscriber numbers for each package and opening and closing balance for each package/channel. This would ensure transparency and help the broadcaster in ascertaining the universe of a DPO while entering into the RIO based agreement.

Question 8: Any other suggestions relevant to draft regulations.

1. "**Fee**"- the charges for inspection of register of interconnect agreement should be such as to avoid frivolous requests. Further, we believe that copies of the commercial portion should not be allowed to be made.
2. "**Person**"- the definition of person should be changed to only service providers who are engaged in the business of distribution/transmission/retransmission of television channels;
3. **Clause 6- Format of reports**. We wish to also request the Authority to not alter the format of the Schedule in a given financial year to avoid unnecessary hardship on the service providers. Further, in the event, the Authority deems necessary to amend the format it should make the new format effective only from the subsequent financial year, and upon giving reasonable notice (say six months) to the service providers to implement the changes.
4. **Clause 7 (1)-** Access to register. We request the Authority to reduce the period of three years to one year.
5. **Clause 7 (4)** – The Authority should not allow access to the register through the web-site maintained by the Authority and should only allow physical inspection by a seeker so that only a genuine request is received by the Authority. Providing access in electronic format through the website may be misused and may defeat the purpose unless there is a fool proof mechanism to identify the bona fides of the person requesting information and safeguards maintained to weed out frivolous requests.

In view of the above submissions, we request the Authority to consider the submission made hereof and accordingly amend the proposed draft regulation.