Comments of ABP News Network Private Limited to the Consultation Paper dated 04 May 2016 on Interconnection framework for broadcasting TV Services distributed through Addressable System.

BY HAND/ELECTRONIC MAIL

03 June, 2016

To,

Advisor (B&CS)
Telecom Regulatory Authority of India,
MahanagarDoorsanchar Bhawan,
Jawahar Lal Nehru Marg,
Old Minto Road,
New Delhi – 110 002

Dear Sir,

Re: Submissions to Telecom Regulatory Authority of India ("TRAI") in response to the Consultation onInterconnection Framework forBroadcasting TV Services distributed through Addressable Systems

At the outset, we would like to thank the Authority for giving us an opportunity to tender our views on the "Interconnection framework for Broadcasting TV Services distributed through Addressable Systems".

We hereby submit our comments attached as Annexure. The said comments are submitted without prejudice to our rights and contentions, including but not limited to our right to appeal and/ or any such legal recourse or remedy available under the law.

The same are for your kind perusal and consideration.

Yours Truly,
For ABP News Network Private Limited

Kishan Singh Rawat
Head – Administration and Regulatory Affairs

Encl: As above

BY HAND/ELECTRONIC MAIL

3 June, 2016

Re: Submissions to Telecom Regulatory Authority of India ("TRAI") in response to the Consultation on

Interconnection Framework forBroadcasting TV Services distributed through Addressable Systems

Kind Attention:

Advisor (B&CS)

Telecom Regulatory Authority of India,

MahanagarDoorsanchar Bhawan,

Jawahar Lal Nehru Marg,

Old Minto Road,

New Delhi – 110 002

Introduction

A move towards a regular broadcasting service in India was first made in the 1927 by the Indian Broadcasting Company, a commercial undertaking, which chose for its operations the two premier cities of Bombay and Calcutta. In March, l930 the Indian Broadcasting Company had to go into liquidation. A month later, the then Government of India took over the control of the Company's affairs and the Indian State Broadcasting Service was born; but the worst was not over. After operating the service for about 18 months, the Government decided to close it down having concluded that the service was hardly a viable proposition. At this juncture, public opinion began to assert itself and the Government gave up the contemplated closure. And thus, in May, 1932, Indian Broadcasting received its permanent lease of life. The next four years were marked by some significant developments and, in June, 1936, Indian State Broadcasting was given its present name, All India Radio. Thus, the first instance of India's progress in the Broadcasting sector was a result of a positive reform.

In the post liberalization era, this country witnessed massive economic and commercial revolution which also provided the impetus and improvements that aided the broadcasting industry as we know it today. Back then there was a prevailing school of thought that terrestrial broadcasting should remain the monopoly of Doordarshan as the National Broadcaster andmany progressive people did not agree with this view and the view of the progressive liberals prevailed. The immediate effect of allowing uplinking in respect of private broadcasters, both Indian and foreign and in permitting local terrestrial stations ensured creation enormous job opportunities and brought handsome revenue to the nation. Thus, the old notions of monopoly and excessive regulation with respect to information dissemination were also shattered by a wave of positive reform.

Thereafter,2004saw a new era in the Broadcasting sector, wherein The Register of Interconnect Agreements (Broadcasting and Cable Services Regulation) was introduced as an important tool for prescription of modalities for the maintenance of the Reference Interconnect Agreements ("RIOs") for broadcasting and cable services. Since then, the Telecom Regulatory Authority of India ("TRAI") (also referred to as "Regulator") has been proactive in attempting to understand the amendments necessary for a dynamicIndustry in its nascent stage but have not necessarily acted upon it. From 2004, when broadcasting and cable services came under the purview of TRAI, to May of 2016 when TRAI has released this Consultation Paper, the market dynamics have changed significantly but the regulations left in its wake have not. It is further ironic thata regulation that prescribes non discrimination and has the word orderly growth in its preamble is infact quite discriminatory against its prime stakeholder i.e. the Broadcaster. The Regulator can't expect the Broadcaster to flourish with draconian regulations like restricting advertising time on television channels to 12 minutes per hour given that advertising is the only source of revenue for those dishing out Free-To-Air Channels. The limits on prices vide tariff notifications and guidelines mandating the Broadcaster to detail its contractual information in public domain ensure that the present regulatory regime is anything but non-discriminatory. Further, the notion of the Broadcaster's monopoly is a myth as it

is often at the mercy of on ground players like the MSOs for important information like Total Rating Points ("TRPs") and channel penetration and placement.

To further the abovementioned, the recent NSTPL v Media Pro Judgment by the Hon'ble Telecom Disputes Settlement & Appellate Tribunal ("TDSAT") dated 7th December 2015 (*M.A. No.166 of 2015*) modified the ongoing practices by mandating that RIO should be published in thepublic domain as a sole method of Interconnection Agreements. It is pertinent to note that the merits RIOprescribed in the abovementioned judgment maybe seen by the TDSAT and MSOs but it has left the Broadcaster in a very dark space.The Regulator's intervention is infact a step back for the burgeoning Broadcasting sector which had been taking confident strides of development in all these years of measured but positive reform.

In today's cut throat competitive trading environment, confidentiality of crucial information stands as one of the pillars of strength for the parties entering into agreements. RIO beingthe only basis of signing agreements gravely impacts the fundamental interests as well as rights of the parties. It leads to an implication that the scope for any mutual negotiations would be entirely curbed. Another issue which arises from such a step, is of non-flexibility and stringency. A healthy competitive market primarily requires a flexible and dynamic approach. Restraining the scope of mutual negotiations would leave the marketplace stagnant with disturbed equilibrium. There is an obvious need for a flexible framework to ensure the balance between the market forces and regulation. The sanctity of mutual negotiations must also be preserved.A wave of panoramic thinking by the Regulator is necessary so that the present guidelines are looked into in order to restore some much needed balance in the Broadcasting universe.Like any other industry in India, the TV Broadcast Industry too needs a clear and friendly regulatory framework to operate and effectively, seamlessly and grow orderly, resulting in better efficiencies in terms of Cost, Quality, Service & Speed. The abovementioned idea stems from the fact that industries only flourish in environments that are non-ambiguous and not fragmented.

We have attempted to put together a preliminary submission on the various questions posed in the paper which by no means is indicative of our final position in the matter.

ISSUES FOR CONSULTATION

Issue 1- COMMON INTERCONNECTION FRAMEWORK FOR ALL TYPES OFADDRESSABLE SYSTEMS [3.2 to 3.5]

1.1. **How a level playing field among different service providers using different addressable systems can be ensured?**

In the advent of sunset of non-addressable systems, the addressable systems give power to all stakeholders by providing an accurate measure of the number of subscribers for a particular channel automatically inducing transparency in the industry. By the direct linking of the commercial consideration with the number of subscribers subscribing channels/bouquets, using

the addressable systems, different service providers can be facilitated with a level playing field. A scheme of this naturewherein Subscriber fee is primarily dependent on the number of subscribersmust be made applicable to all similarly based DPOsand it will in turn ensure non-discrimination throughout the market. The principles of transparency, non-exclusivity and non-discrimination will follow and will fairly contribute to the agenda of a level playing field amongst seekers and providers.The scope for mutual negotiations should be present for other parameters of price determination such as penetration/ location based discounts in order to maintain the sanctity of the market forces. Such a policy will be a balanced outcome wherein fair consideration has been given to adherence of both market forces and non-discrimination.

1.2**Should a common interconnection regulatory framework be mandated for all types of addressable systems?**

No, a common interconnection regulatory framework should not be mandated for all types of addressable systems. Given that the various distribution platforms use different network topologies and technologies and the cost of delivery of services through these platforms also differs. These licensing conditions imposed also vary from platform to platform. Ergo, a specific regulatory framework for interconnection may be required to be introduced separately for each type of addressable platforms. This kind of an arrangement will ensure that each platform is given the requisite contemplation thereby ensuring each platform can customize its own agreements as per their specific requirements. The scenario wherein different platforms are put under the same umbrella of covenants may lead to inefficiency, conflict and confusion for both the broadcasters and the service providers.

Issue 2: TRANSPARENCY, NON-DISCRIMINATION AND NON-EXCLUSIVITY[3.6 to 3.25]

2.1 **Is there any need to allow agreements based on mutually agreed terms, which do not form part of RIO, in digital addressable systems where calculation of fee can be based on subscription numbers? If yes, then kindly justify with probable scenarios for such a requirement.**

Yes, and it is primarily because mutual negotiations are a necessary marker for a free and progressive business environment. In the dynamic world of broadcasting, limiting License fee to one parameter may not do justice to any agreement. Decisions like locations and the degree of penetration in the market are subject to change as the transactions between two parties grow and evolve.

A vital role is thus played by the mutually agreed terms in any business transaction. Mutual negotiations primarily fulfill the requisites which are dynamic in nature which incorporate other realistic factors which affect the license fee such a volume of subscribers, penetration of channel and market wise demand.

The revenue, reach and popularity of a Broadcaster's channel is directly dependent upon the number of subscribers availing a channel and thus it must be the primary concern in setting

commercial considerations.However,the parameters for calculation of license fee must be extended to volume/ penetration discounts and even language based discounts for specific regions within reasonable limits which can be based on mutual negotiations between the parties.

2.2 **How to ensure that the Interconnection Agreements entered on mutually agreed terms meet the requirement of providing a level playing field amongst service providers?**

A level playing field could be ensured for the service providers entering Interconnection Agreements on mutually agreed terms through following the guidelines prescribed for the same with an appropriate scope for negotiations. It would keep the approach towards the business flexible and friendly. The parties must be provided with a free market in definite accordance with the law. Crucial components of an agreement like negotiations are sacrosanct in nature and limiting their scope would reflect upon the market. Curbing of discrimination can be done by providing level playing field to the various service providers can be very well ensured by the principles of "must-carry", "must-provide" and "non-exclusivity".

2.3 **What are the ways for effectively implementing non-discrimination on ground? Why confidentiality of Interconnection Agreements a necessity?**

Kindly justify the comments with detailed reasons.

Thus, achieving non-discrimination must be considered a two way street where the market is fair game for both the Broadcasters and the MSOs.Discrimination maybe curbed as discussed in 2.2.

In addition to following the pricing model mentioned in 2.1, it is pertinent to note that TRAI as Regulator is already present to play the role of implementing non-discrimination. The discretion of deciding what is non-discriminatory may thus be left to the Regulator on case by case basis. Binding the entire market by one agreement will render the marketplace unfair for broadcasters who will hardly be incentivised to do business.

On the issue of disclosures, disclosing general terms of the agreement can be kept as a mandate but disclosing the commercial portion of contracts will not be non-discrimination but in fact be quite the contrary. Given the diverse nature of the Indian markets, Broadcasters have to endure cut throat competition to stay in the market. In such a scenario, the dominant player who causes discriminatory practises maybe pulled up by the Regulator and the Competition Commission of India ("CCI") who are there to play the role of *ParensPatriae*.

The MSOs currently do not have much by way of restrictions on their area of operation and accumulation of interest in terms of market share in a city, district, state or country by individual MSOs and LCOs in this sector. In has been observed that single entities have acquired several MSOs and LCOs virtually monopolizing the distribution. Such dominance which may end up hurting the interests of the Broadcasters must be taken into account by the Regulator. CCI has from time to time pulled up MSOs as well as broadcasters penalizing them for wrong-doing. With the necessary safeguards in law available to the players, the Regulator in consonance with other arms of the government is very well equipped to handle instances of discrimination which may include attempts to monopoly or abuse of dominant position in a free market setting.

Coming to the second part of the question, the view to specify in detail all the terms and conditions for each alternative in the RIO is maintainable as long the commercial portion of the agreement between parties is not part of the published information. There can be various instances when some other alternatives surface in the phase of the mutual discussions. Complete disclosures during the RIO phase may not be made mandatory if service providers can make sure to follow the principles of non-discrimination and accordingly, comply with regulatory framework in letter and spirit. This could ensure the desirable degree of flexibility with a view of a competitive market and business uncertainties.Having thus identified the necessity of non-disclosure, a reference to the Access Regulations framed by TRAI is necessary. That set of Regulation has its own procedure and must receive its own interpretation by TRAI. Any seeker of channels demanding from the broadcaster disclosure of the commercial terms of the broadcaster's agreements with other distributors must approach TRAI and it would then be for TRAI post due consultation with the concerned parties to decide the dispute on an interpretation of the provisions of the Access Regulations.

Thus, the ideal way forward would be to make it mandatory for Broadcasters to publish their RIO with its general terms and conditions but without disclosing the commercial information regarding the agreement in the public domain.

Further, the TRAI (Access to Information) Regulations may be given precedence to in cases where Distributors seek contractual information regarding contracts made by other parties and such information dissemination may be considered on case-by-case basis by the Authority post due consultation with the concerned parties.

A provision may be made allowing the parties to contract to approach the Authority to hold back certain sensitive information in respect of the Interconnection Agreement thereby ensuring confidentiality of such information in the interest of the parties.

In addition to the abovementioned suggestions, TRAI may also switch to a quarterly filing system from an annual filing one so that TRAI itself is more regularly updated aiding it to keep a more watchful eye onthe developments in the market.

2.4 **Should the terms and conditions (including rates) of mutual agreement be disclosed to other service providers to ensure the non-discrimination?**

No, the terms and conditions of the mutual agreements should not be disclosed to other service providers as this crucial commercial information pertaining to those agreementsmust beduly secured. If the commercial information is brought into public domain, it may adversely affect the business interests of the broadcasters. Disclosure of terms and conditions of mutual agreements between the broadcasters and service providers may lead to a situation of marred competitiveness. It would in turn negatively impact the business of the broadcasters and disrupt the equilibrium of the market.

As the Indian Constitution provides for the freedom of fair trade and commerce, this provision of disclosure would be in contravention to Article 19(1)(g). Confidentiality of sensitive information is a necessity to ensure such freedom of trade and commerce. Disclosure of the said information may

cause conflicts between the parties concerned and further cause delay in business transactions. All this confusion would cause nothing but damage to the parties.

The individual commercial interest of the parties and also their symbiotic benefits with respect to Interconnection Agreements hold a sacred value under "Freedom of Contract" which comprises of principles of "free will" and "Consensus ad idem". Freedom of contract ensures an equal footing of both the parties in order to negotiate freely. It is essential to observe that the parties mutually form an agreement after thorough discussion and brainstorming in accordance to their business interests. When two parties enter in to a mutually agreed contract, the basis of such an agreement is free will and meeting of minds on the same. Discrimination does not take place if the terms of a particular agreement are not disclosed to the other service providers. It can be looked at as an opportunity for a healthy competition.

The non-disclosure of crucial commercial information is a way of protecting one's interests in the harsh and competitive market. Reading Section 3 and 4of the Competition Act, 2002 with respect to the given issue of confidentiality can also provide with a view in support of the same.The agreements between the parties strive to promotepositive competition in the market. Non-disclosure of commercial terms of an agreement does not affect the fair-competition in the market as these agreements do not involve either determination of sale or purchase price or putting any limit on any market functioning.

Mutual agreement between the parties is a result of the process of brain-storming between them, after considering the view of both sides of the coin. It needs to be a *laissez faire* matter as confidential clauses of the agreements are a sole concern of the parties and when disclosed can create massive damage in terms of the business of the parties concerned.

2.5 **Whether the principles of non-exclusivity, must-provide, and must-carry are necessary for orderly growth of the sector? What else needs to be done to ensure that subscribers get their choice of channels at competitive prices?**

Yes, the abovementioned principles are necessary for orderly growth of the sector. If the principles outlined in replies to 2.2 - 2.4 are duly followed, the application of non-exclusivity, must provide & must carry may be made applicable to the agreements upon fulfillment of mutual agreeable terms. If MSOs are willing to carry the channels of the Broadcasters upon negotiations between them as far as the terms of such service is concerned, wherein the willingness to carry channels is matched by their ability to do so, the principles of must provide shall automatically be applicable to broadcasters. The measures that maybe taken by TRAI to ensure a competitive market that are free of discrimination have already been discussed in replies - 2.2 to 2.4.

2.6 **Should the RIO contain all the terms and conditions including rates and discounts, if any, offered by provider, for each and every alternative? If no, then how to ensure non-discrimination and level playing field? Kindly provide details and justify.**

Yes, the RIO must contain the general terms and conditions of an agreement between two parties. However, rates, discounts and all commercial details pertaining information must not be doneas discussed in replies to 2.2-2.4, the commercial portion of the agreement should not be made a part

of the public domain so as to maintain the sanctity of the contracts. Please refer to the abovementioned replies.

2.7 **Should RIO be the only basis for signing of agreement? If no, then how to make agreements comparable and ensure non-discrimination?**

At its nascent stage, RIO can be a well-established basis for signing of agreements but it shouldn't necessarily be the sole option for the same. No, and it is because by establishing RIO in its present form as an only basis for agreements, the scope for mutual negotiations would be completely struck off. This would lead to rigidness and stringency. In this present era of commercial and economic growth, strict provisions would have a negative effect on both the business of the broadcasters and MSOs and the market as a whole.

There is, indeed, a need to ensure a definite pattern for agreements but keeping the confidential information out of the public domain is also a primary necessity. Taking a middle groundfor signing of agreements could be beneficiary for both parties. The issue of non-comparability can be resolved by adhering to the guidelines as long as the scope for negotiations is maintained. As discussed in replies to 2.2-2.4, the TRAI is very well equipped to deal with situations of discrimination and it should be allowed to do so on a case by case basis.

2.8 **Whether SIA is required to be published by provider so that in cases where service providers are unable to decide on mutually agreed terms, a SIA may be signed?**

Once a RIO with mutually negotiable terms is in place, there is noneed for a separate SIA for the same.

2.9 **Should a format be prescribed for applications seeking signals of TV channels and seeking access to platform for re-transmission of TV channels along with list of documents required to be enclosed prior to signing of SIA be prescribed? If yes, what are the minimum fields required for such application formats in each case? What could be the list of documents in each case?**

N/A

2.10Should 'must carry' provision be made applicable for DTH, IPTV and HITS platforms also?

As mentioned in the consultation paper, over the past few years, DTH and HITS have together cornered approximately one third of the market share of pay cable and satellite TV consumers. Thus, no broadcaster can reach out to all potential viewers without distributing its TV signal through these platforms. The answer thus is that yes, themust carry provision must most definitely apply to DTH, IPTV and HITS platform in order to curb practice of non-discrimination by the MSO. Allowing the MSO to escape from the provision of must carry may incentivize them to create barriers to entry which will not be in the best interests of the market.

2.11 If yes, should there be a provision to discontinue a channel by DPO if the subscription falls below certain percentage of overall subscription of that DPO. What should be the percentage?

Ideally, it is not possible for a DPO to ascertain subscription of a channel in a fair manner without giving it a fair chance of distribution. Plus there is a high chance of discrimination by DPOs in favour of certain channels attributing to their own incentives. Thus, a provision to discontinue a channel by a DPO must be an option for the DPO only after a lock in period of minimum 6 months.

2.12Should there be reasonable restrictions on 'must carry' provision for DTH and HITS platforms in view of limited satellite bandwidth? If yes, whether it should be similar to that provided in existing regulations for DAS or different. If different, then kindly provide the details along with justification.

We agree that even with the existing transponder capacity constraints, creation of waiting lists by distribution platform operators can be a non-discriminatory method to provide the broadcasters an access to these platforms, on a 'first come first serve' basis. Thus, the must carry provision must be made binding on all MSOs so as to provide for a level playing field. The Regulator must also consider deleting the provision of carriage fee altogether in order to ensure non-discrimination by MSOs.

2.13In order to provide more transparency to the framework, should there be a mandate that all commercial dealings should be reflected in an Interconnection Agreement prohibiting separate agreements on key commercial dealing viz. subscription, carriage, placement, marketing and all its cognate expressions?

As discussed in replies to 2.2 – 2.4, we reiterate our point that commercial dealings must not be a part of the published Interconnect Agreement in order to maintain the sanctity of agreements between the parties.

Issue 3: EXAMINATION OF RIO [3.26-3.32]

3.1 How can it be ensured that published RIO by the providers fully complies with the regulatory framework applicable at that time? What deterrents do you suggest to reduce non-compliance?

Discrimination hindering the business interests of any party could be directly curbed through such provisions and doctrines already in place under the TRAI Act with TRAI and its other competent authorities of the government acting as guardians of the industry. As The calculation of License Fee based primarily on number of subscriptions as envisaged in the replies to 2.2-2.4 is one such way of ensuring compliance with the regulatory framework. As discussed above, there are sufficient checks and balances in law and the Regulator is fully able and competent to decide issues wherein there is irregularity on the part of any entity at the ground level.

3.2 **Should the regulatory framework prescribe a time period during which any stakeholders may be permitted to raise objections on the terms and conditions of the draft RIO published by the provider?**

No, there should not be a fixed time period to raise objections vis-à-vis the terms and conditions of the draft published by the provider. In case of a dispute, the party aggrieved may proceed with their

issue to the concerned authorities. Bodies like TRAI and TDSAT are the said appropriate authorities which are set up for regulation and dispute resolution in cases of conflicts.

3.3 **If yes, what period should be considered as appropriate for raising objections?**

Please refer to reply to 3.2.

Issue 4:- TIME LIMIT FOR PROVIDING SIGNALS OF TV CHANNELS / ACCESS TO THE PLATFORM [3.33-3.39]

4.1 **Should the period of 60 days already prescribed to provide the signals may be further sub divided into sub-periods as discussed in consultation paper? Kindly provide your comments with details.**

No, because as per the existing regulatory frame work for interconnection, the period of 60 days is too short a period for the broadcaster to complete all processes leading to the provision of services i.e. (a) initial consent to provide signal/ access, (b) signing of commercial agreement subject to verification of technical systems and parameters as per prescribed regulatory framework and (c) provisioning of signal which include verification/ audit of technical systems and parameters, and deployment of Integrated Receivers and Decoders (IRDs).The time period of 60 days must be increased to a more reasonable period.

4.2 **What measures need to be prescribed in the regulations to ensure that each service provider honour the time limits prescribed for signing of mutual agreement? Whether imposition of financial disincentives could be an effective deterrent? If yes, then what should be the basis and amount for such financial disincentive?**

Please refer to the reply to 4.1

4.3 **Should the SIA be mandated as fall back option?**

No, there would be no requirement of having a separate SIA in light of RIO terms being mutually negotiated between the two parties.

4.4 **Should onus of completing technical audit within the prescribed time limit lie with broadcaster? If no, then kindly suggest alternative ways to ensure timely completion of the audit so that interconnection does not get delayed.**

Please refer to the reply to 4.1.

4.5 **Whether onus of fixing the responsibility for delay in individual cases may be left to an appropriate dispute resolution forum?**

As per Section 14 of the TRAI Act, TDSAT is the competent authority to handle any disputes arising in matters of such nature. Thus, there is no requirement of any alternate dispute resolution forum.

Issue 5:- REASONS FOR DENIAL OF SIGNALS / ACCESS TO THE PLATFORM [3.40-3.42]

5.1 **What are the parameters that could be treated as the basis for denial of the signals/ platform?**

A non-exhaustive list of reasons for denial of signals may include the following reasons:

- The MSOs having previous outstanding with any Broadcaster or a proven track record of not paying such amounts maybe denied signals by the Broadcaster.
- The MSO companies having criminal record against or criminal proceedings pending against it may be denied signals by the Broadcaster as per the latter's company policy.
- The eligibility norms should be enforced on the MSOs would be aggregating entities for providing signals to LCOs. The LCOs should be treated as a franchise of MSOs. Onus of Regulatory compliance should be put on MSOs as this will lead better administrative and regulatory control over cable services. Thus, any LCO franchise of an MSO not in compliance by the conditions of the RIO or regulations enforce by the law maybe a good reason to deny signals to the MSO.
- The MSOs not complying with the technical specifications and requisite infrastructure necessary to carry the Channels maybe denied signals by the Broadcasters.

Other minimum eligibility conditions that must be met by the MSOs are as follows:

(i) Scope of services: To be inclusive of all technologies and services for content distribution. MSOs shall be primarily responsible for provision of information to TRAI on all LCOs registered with them. MSOs to provide content to registered LCOs only.

(ii) Eligibility criteria: The eligibility criteria should include the following points broadly covering amongst other things details on financial strength, technical strength, experience and ownership.

a) Applicant Company to be an Indian Company registered under Indian Company's Act, 1956 or 2013.

b) Total foreign equity holding including FDI/NRI/OCB/FII in the applicant company as per FIPB and RBI norms.

d) Broadcasting companies shall not be eligible to collectively own more than 20% of the total equity of Applicant Company at any time during the license period. Similarly, the applicant company not to have more than 20% equity share in a broadcasting company.

e) The Licensee shall be required to submit the equity distribution of the Company once within one month of start of every financial year to the licensor

f) QoS/Grievances redressal: MSOs providing services to end customers should be subject to the same regulations as DTH operators.

g) Minimum Net worth of _____

(iii) Licensing process: License to be issued by Government of India (iv) License Fee: MSOs should be subject to Revenue share at the same levels as applicable to other All India platforms such as DTH, HITS and IPTV.

Various Quality of Service requirements may also be taken into consideration by the Regulator which are also part of its Quality of Service Consultation dated 19th May, 2016 which include:

a) Provision of all relevant information regarding availability of various services provided by different operators in his area.
b) Distribution Platform Operators (DPOs) to ensure utmost transparency with regard to dissemination of information regarding services being provided to their subscribers.
c) Once a customer has decided to subscribe to a particular service, various options should be available to him for requesting a new connection. A number of methods besides the conventional customer care number, such as an online portal, SMS, e-mail may then be provided to enable a customer to place arequest for a new connection.
d) The service provider needs to respond to a new connection request within a reasonable time frame and communication sent thereafter to the prospective consumer whether or not it's technically feasible to provide a connection to him.

The process above consists of several distinct milestones. Reasonable timelines for executing actions towards each achieving each milestone depend upon several factors such as the platform type, subscriber location, geographical and environmental conditions etc. There is also a need for suitable coordination between the service provider and the consumer to agree upon a mutually convenient time to carry out the activities.

5.2 **Should it be made mandatory for service providers to provide an exhaustive list in the RIO which will be the basis for denial of signals of TV channels/ access of the platform to the seeker?**

In order to help the seeker to check whether they fulfill all the conditions or not at the time of making a request for the signal, a list of reasons vide which signals may be denied by the Broadcaster may be made the authority. With this, instances of refusal can be substantially reduced as it may help narrow down reasons which may affect them. The list however should not be an exhaustive list but an inclusive one.

Thus, a list providing for the various markers for denial of signals of TV channels or denial of access of the platform to the seeker could be mandated to be published. This could help bring transparency and predictability in the transactions. But this list ought not to be exhaustive in nature. There can be various instances wherein denial of signals is essential for the interest of the broadcaster but due to the exhaustive nature of the said list, it would be obliged to bear losses through such a transaction. A reasonable solution for a scenario like this would be that a list be published but it need not be exhaustive in nature and should have scope for further modifications.

Issue 6:- INTERCONNECTION MANAGEMENT SYSTEM (IMS) [3.43-3.48]

6.1 **Should an IMS be developed and put in place for improving efficiencies and ease of doing business?**

An IMS in apropos to the current paper is an interesting idea which will centralize all data pertaining to Interconnect Agreements in one place. There is no question that such a system must be in place of ease of access of data for all stakeholders including the Regulator. The question

however to be dwelled upon who will have access to such data? Given that the IMS will contain private contractual information pertaining to sensitive agreements between the parties in the Broadcasting sector, specific measures have to be taken to safeguard the privacy interests of such stakeholders before the IMS in its present form is even contemplated by the Authorities.

6.2 **If yes, should signing of Interconnection Agreements through IMS be made mandatory for all service providers?**

Once the privacy aspect discussed in 6.1 is taken care of, only then can further contemplations be made for IMS in the form as mentioned in the consultation paper.

6.3 **If yes, who should develop, operate and maintain the IMS? How that agency may be finalized and what should be the business model?**

Once the privacy aspect discussed in 6.1 is taken care of, an agency or a body assigned by the government should be finalized to look after the IMS on a retainer model in which stakeholders have a say in the day to day management of the agency / body.

6.4 **What functions can be performed by IMS in your view? How would it improve the functioning of the industry?**

Once the concerns mentioned in 6.1 are taken care of, IMS can perform a number of data repository functions in furtherance to the improvement of the industry.

6.5 **What should be the business model for the agency providing IMS services for being self-supporting?**

Please refer to 6.3.

Issue 7:- TERRITORY OF INTERCONNECTION AGREEMENT [3.49-3.51]

7.1 **Whether only one Interconnection Agreement is adequate for the complete territory of operations permitted in the registration of MSO/ IPTV operator?**

No, as the broadcaster should know the details of territories where its signal would be distributed in advance so that checks, if any, can be carried out to protect its interests. To address this concern, the MSO may send a written communication to the broadcaster enclosing details of its territories before re-transmission of signals to the subscribers.The need of the hour is to allow parties to customize agreements based on territorial needs and requirements to reach at the most efficient outcome and a single agreement would defeat that purpose.

7.2 **Should MSOs be allowed to expand the territory within the area of operations as permitted in its registration issued by MIB without any advance intimation to the broadcasters?**

No, MSO's must not be allowed to expand their territory of operations without intimation to the Broadcaster as it will be a violation of the written agreement between the two parties in which the mandate was for the MSO to operate in a certain area.

7.3 **If no, then should it be made mandatory for MSO to notify the broadcaster about the details of new territories where it wants to start distribution of signal a fresh in advance? What could be the period for such advance notification?**

Yes, the MSO must definitely make a prior notification to the Broadcaster about details of new territories it wishes to distribute its signals.

Issue 8:- PERIOD OF AGREEMENTS [3.52-3.55]

8.1 **Whether a minimum term for an Interconnection Agreement be prescribed in the regulations? If so, what it should be and why?**

Yes, and the minimum term for an Interconnection Agreement should be One (1) year. This solves the dual problem of having an agreement atleastlong enough so that it provides clarity of business to either party for foreseeable future & reduces burden of renewing it too frequently whereas, at the same time not having a time period that is too long which may reduce flexibility and hamper innovation.

Issue 9:- CONVERSION FROM FTA TO PAY CHANNELS [3.56-3.57]

9.1 **Whether it should be made mandatory for all the broadcasters to provide prior notice to the DPOs before converting an FTA channel to pay channel?**

Yes, for the sake of transparency of operations, it must be mandatory for the Broadcasters to provide a prior notice to the DPOs before converting an FTA channel to a pay channel.

9.2 **If so, what should be the period for prior notice?**

A one (1) month notice period is sufficient notice.

Issue 10:- MINIMUM SUBSCRIBERS GUARANTEE [3.58-3.62]

10.1 **Should the number of subscribers availing a channel be the only parameter for calculation of subscription fee?**

No, the number of subscribers availing a channel should not be the only parameter for calculation of subscription fee.

10.2 **If no, what could be the other parameter for calculating subscription fee?**

To ensure the sanctity of market forces, the parameters however must be extended to other price affecting factors such as volume/ penetrationbased discounts, region based discounts or language based discounts specific to regions. Please refer to replies to 2.2-2.4.

10.3 **What kind of checks should be introduced in the regulations so that discounts and other variables cannot be used indirectly for minimum subscribers guarantee?**

Please refer to reply to 2.2-2.4.

Issue 11:- MINIMUM TECHNICAL SPECIFICATIONS [3.63-3.67]

11.1 **Whether the technical specifications indicated in the existing regulations of 2012 adequate?**

Yes, the technical specifications as indicated in the existing regulations are adequate.

11.2 **If no, then what updates/ changes should be made in the existing technical specifications mentioned in the schedule me of the Interconnection Regulations, 2012?**

Please refer to answer to 11.1.

11.3 **Should SMS and CAS also be type approved before deployment in the network? If yes, then which agency may be mandated to issue test certificates for SMS and CAS?**

11.4 **Whether, in case of any wrong doing by CAS or SMS vendor, action for blacklisting may be initiated by specified agency against the concerned SMS or CAS vendor.**

Yes, in case of any wrong doing by vendors actions for penalty and blacklisting may be initiated against such concerned vendors. Financial disincentives such as those mentioned in Section 20, 29 and 30 of the Act must be imposed on contravention of any Order, Direction or Regulation made under the Act.

Issue 12:- TECHNICAL AUDIT OF ADDRESSABLE SYSTEMS [3.68-3.72]

12.1 **Whether the type approved CAS and SMS is exempted from the requirement of audit before provisioning of signal?**

No. In order to provide good quality of services, the system does not meet the requirement as specified then the DPO must get the system audited and if necessary, get certification from BECIL or by an agency as may be notified by the Authority from time-to-time. The regulatory framework also provides that the broadcasters can conduct technical audit of the system during the currency of contract at a frequency which shall not exceed twice a year. The audit methodology has been prescribed in the regulations. The Broadcasters thus may be allowed to conduct their own audit so that the standards and quality of services provided by the MSO are not compromised. The Regulators may also consider an increase of audits that may be conducted by the Broadcaster from 2 to a more reasonable number.

12.2 **Whether the systems having the same make, model, and version, that have already been audited in some other network and found to be compliant with the laid down specifications, need not be audited again before providing the signal?**

No. That is because systems must be subject to constant scrutiny and audit and systems of the same make, model and version which have been audited previously must not be absolved from further audit in order to ensure that sufficient checks and balances are place in order to provide the highest possible quality of service to the subscriber.

12.3 **If no, then what should be the methodology to ensure that the distribution network of a DPO satisfies the minimum specified conditions for addressable systems while ensuring provisioning of signals does not get delayed?**

Please refer to 12.1.

12.4 **Whether the technical audit methodology prescribed in the regulations needs a review? If yes, kindly suggest alternate methodology.**

Please refer to 12.1.

12.5 **Whether a panel of auditors on behalf of all broadcasters is mandated or enabled? What could be the mechanism?**

No. Since each Broadcaster is personally conducting their own audit as per regulations, a panel of auditors on behalf of all Broadcasters need not be mandated. The appointment of a panel will delay the existing tasks of audit due to reasons of availability and formal tendering process. Further in the interest of all concerned parties, sensitive information of Broadcaster-MSO agreements must not be in the hands of a single entity who may or may not be a permanent fixture and thereby have no incentive of keeping such information private in future.

12.6 **Should stringent actions like suspension or revocation of DPO license/ registration, blacklisting of concerned SMS and CAS vendors etc. be specified for manipulating**

subscription reports? Will these be effective deterrent? What could be the other measures to curb such practices?

Yes, in case of any wrong doing by vendors actions for blacklisting may be initiated against such concerned vendors. Financial disincentives such as those mentioned in Section 20, 29 and 30 of the Act must be imposed on contravention of any Order, Direction or Regulation made under the Act.

Issue 13:- SUBSCRIPTION DETAILS [3.73-3.80]

13.1 **Should a common format for subscription report be specified in the regulations? If yes, what should be the parameters? Kindly suggest the format also.**

Yes, a common format for subscription report be specified in the regulations. The current framework envisages that the DPO shall provide to the concerned broadcaster, complete and accurate opening, closing and average number of subscribers for each month for the broadcaster's channels and the bouquet or package containing the broadcaster's channels within 7 days from the end of each month in a format provided by the broadcaster. The further requirement that such reports shall specify all information required to calculate the monthly average subscriber level and the subscription fee payable to the broadcaster and shall be signed and attested by an officer of the DPO of a rank not less than head of the department/ chief financial officer who shall certify that all information in the report is true and correct. We feel that the following format as given below is ideal –

SUBSCRIBER REPORT FORMAT

CHANNELS OFERRED ON A-LA-CARTE BASIS (to be submitted area/phase wise distinctly and separately):

AREA/PHASE:

S.no.	**Channel Name**	**Opening Subs**		**Closing Subs**		**Average**	
		As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS

CHANNELS OFERRED AS PART OF BOUQUET / SUBSCRIBER PACKAGE (to be submitted area/phase wise distinctly and separately)

AREA/PHASE:

S.no.	**Bouquet/ Subscriber Package Name**		**Channel(s) contained therein**		**Opening Subs**		**Closing Subs**		**Average Subs**	
	As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS

TOTAL OFFERING ON A-LA-CARTE/BOUQUET/ SUBSCRIBER PACKAGEBASIS (to be submitted area/phase wise distinctly and separately)

AREA/PHASE:

S.no.	Channel Name	Code number of STB's Deactivated within that month		Code number of STB's activated within that month		Incremental addition/ deletion	
		As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS

DETAILS OF MONTHLY ACTIVATION/DE-ACTIVATION:

Month:

Year:

S.no.	Channel Name	Code number of STB's Deactivated within that month		Code number of STB's activated within that month		Incremental addition/ deletion	
		As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS

Ageing

	STB's activated for less than 3 months	STB's activated for more than 3 months but less than 6 months	STB's activated for more than 6 months

13.2 **What should be the method of calculation of subscription numbers for each channel/ bouquet? Should subscription numbers for the day be captured at a given time on daily basis?**

The following format may be used for calculation of subscription numbers for each channel bouquet-

DETAILS OF BOUQUETS / SUBSCRIBER PACKAGES:

Month:

Year:

S. no.	**Name of the Bouquet/ subscriber package available at the first day of the month**				**Name of the Bouquets/ Subscriber packages discontinued during the month**				**Name of the Bouquets/ Subscribers Package created during the month**				**Name of the Bouquets/ Subscribers Packagers available at the last day of the month.**			
	As per CA	Channel name	As per SMS	Channel name	As per CA	Channel name	As per SMS	Channel name	As per CA	Channel name	As per SMS	Channel name	As per CA	Channel name	As per SMS	Channel name

	S				S				S				S			

It is important for subscription numbers to be calculated at a given time in the 24 hour period as it will ensure comprehensive data list for ease of reference and comparison.

13.3 **Whether the subscription audit methodology prescribed in the regulations needs a review?**

Please refer to the reply to 13.1.

13.4 **Whether a common auditor on behalf of all broadcasters be mandated or enabled? What could be the mechanism?**

Please refer to the reply to 13.1.

13.5 **What could be the compensation mechanism for delay in making available subscription figures?**

The Regulators could impose an ad-valorem fine which increases exponentially on each day of non-provision of the subscription figures by the MSO in order to effectively deter delays.

13.6 **What could the penal mechanism for difference be in audited and reported subscription figures?**

Reporting is a crucial aspect of a sound market in the Broadcasting space and it is very important that reports that are submitted for official records of the Broadcaster are authentic. In case there is sufficient evidence that there is difference between reported and audited subscription figures, a very high liability must be imposed on a defaulter which includes monetary fine and goes upto cancellation of license if malafide intent is revealed in reporting.

13.7 **Should a neutral third party system be evolved for generating subscription reports? Who should manage such system?**

Please refer to the reply to 13.1.

13.8 **Should the responsibility for payment of audit fee be made dependent upon the outcome of audit results?**

No. Also, the matters of fee between a broadcaster and auditor are matters within the domain of their agreements and thus need not be a matter for consultation by TRAI.

Issue 14:- DISCONNECTION OF SIGNALS OF TV CHANNELS [3.81-3.84]

14.1 **Whether there should be only one notice period for the notice to be given to a service provider prior to disconnection of signals?**

Yes, one notice period for notice of disconnection of signals is sufficient.

14.2 **If yes, what should be the notice period?**

The current period of three (3) weeks days is sufficient for an MSO to resolve the issue which may lead to disconnection of the channel must be reduced to 15 days. If such an issue is not sorted out in the said period, then the Broadcaster should be well within its rights to disconnect the signals of the TV Channel.

14.3 **If not, what should be the time frame for disconnection of channels on account of different reasons?**

Please refer to the reply in 14.2.

Issue 15:- PUBLICATION OF ON SCREEN DISPLAY FOR ISSUE OF NOTICE FOR DISCONNECTION OF TV SIGNALS [3.85-3.88]

15.1 **Whether the regulation should specifically prohibit, the broadcasters and DPOs from displaying the notice of disconnection, through OSD, in full or on a partial part of the screen?**

No, the Broadcaster and MSO must bear in mind that provision of issuing of such notices in form of scroll on the screen is intended to intimate the subscriber that the MSO is not in compliance with the terms of the agreement. Thus, the broadcaster may be allowed to display the disconnection notice through any means as per its discretion as per existing regulations.

15.2 **Whether the methodology for issuing notice for disconnection prescribed in the regulations needs a review? If yes, then should notice for disconnection to consumers be issued by distributor only?**

No, the information about disconnection of channel(s) to consumers may be given by distributor only as it helps in reducing uncertainty in mind of consumers and reducing avoidable expenses. Further, disconnection of notice must be done through the screen as discussed in reply to 15.1.

15.3 **Whether requirement for publication of notices for disconnection in the newspapers may be dropped?**

No, the practice of publishing such notification through newspaper must be done provided the newspaper is in circulation in the area of operation of such MSO.

Issue 16:- PROHIBITION OF DPO AS AGENT OF BROADCASTERS [3.89-3.91]

16.1 **Whether the Regulations should specifically prohibit appointment of a MSO, directly or indirectly, as an agent of a broadcaster for distribution of signal?**

No, given that the arrangements between the Broadcasters and its agents are contracts simplicter which are under the purview of the Indian Contract Act, 1857. It is not the ambit of the Regulator to question the sanctity of such lawful arrangements as long as the tariffs are consistent with those given in the regulations. Such issues must thus be kept outside the purview of the consultation.

16.2 **Whether the Regulations make it mandatory for broadcasters to report their distributor agreements, through which agents are appointed, to the Authority for necessary examination of issue of conflict of interest?**

No, as of today, the Regulations do not make it mandatory for broadcasters to report their distributor's agreement. In reiteration with the reply to query 16.1, such issues being specific issues between parties must be kept outside the purview of consultation.

Issue 17:- INTERCONNECTION BETWEEN HITS/IPTV OPERATOR AND LCO [3.93-3.96]

17.1 **Whether the framework of MIA and SIA as applicable for cable TV services provided through DAS is made applicable for HITS/IPTV services also.**

We agree with TRAI contention that the scale of operations of HITS/IPTV may grow with time and similar issues in the nature of strained MSO-LCO relationship may crop up in this case also. To address such probable issues in advance, one view could be that the interconnection between HITS/IPTV operator and LCO should also follow a framework similar to that of MIA and SIA as prescribed in DAS. This may help in faster digitization in far flung areas.

17.2 **If yes, what are the changes, if any, that should be incorporated in the existing framework of MIA and SIA.**

The MIA and SIA recommended for DAS in their present form are adequate.

17.3 **If no, what could be other method to ensure non-discrimination and level playing field for LCOs seeking interconnection with HITS/IPTV operators?**

Please refer to reply to 17.1.

Issue 18:- TIME PERIOD FOR PROVIDING SIGNALS OF TV CHANNELS [3.97-3.99]

18.1 **Whether the time periods prescribed for interconnection between MSO and LCO should be made applicable to interconnection between HITS/IPTV operator and LCO also? If no, then suggest alternate with justification.**

Yes, the time period may be made applicable to interconnection between HITS/IPTV Operator and LCO as it defines a certain period of time within which the necessary work has to be carried out thereby adding professionalism and responsibility upon parties.

18.2 **Should the time period of 30 days for entering into Interconnection Agreement and 30 days for providing signals of TV channels is appropriate for HITS also? If no, what should be the maximum time period for provisioning of signal to LCOs by HITS service provider? Please provide justification for the same.**

No and since HITS operators have to deal with technological hurdles such as installation of a dish apart from audits, we feel a period of 30 days is too less for them to begin provisioning of signals. A increased period between 45 to 60 days will be more appropriate for a HITS operator.

Issue 19:- REVENUE SHARE BETWEEN HITS/IPTV OPERATOR AND LCO [3.100-3.103]

19.1 **Whether the Authority should prescribe a fall back arrangement betweenHITS/IPTV operator and LCO similar to the framework prescribed in DAS?**

It may be advisable to prescribe a fall back arrangement in HITS/ IPTV deals once the market is better understood by those prescribing the same. Thus, at this initial phase of HITS/ IPTV, it is best that agreements pertaining to these platforms are left to market forces with necessary regulatory intervention wherever necessary.

19.2 **Is there any alternate method to decide a revenue share between MSOs/ HITS/IPTV operators and LCOs to provide them a level playing field?**

It is advisable to MSOs and LCOs to stick to agreements decided on mutual negotiations between the parties.

Issue 20:- NO-DUES CERIFICATES [3.104-3.107]

20.1 **Whether a service provider should provide on demand a no due certificate or details of dues within a definite time period to another service provider? If yes, then what should be the time period?**

Yes, aNo Dues Certificate may be requested separately by seeker with due acknowledgement by provider for receipt of such a request. The details of such dues may be provided by the provider to the seeker within 30 days of such request.

Issue 21:- PROVIDING SIGNALS TO NEW MSOs [3.108-3.110]

21.1 **Whether it should be made mandatory for the new MSO to provide the copy of current invoice and payment receipt as a proof of having clear outstanding amount with the last affiliated MSO**?

Yes, for the sake of all stakeholders concerned and for the sake of adhering toward the transparency clause of the regulations, it must be made mandatory for the new MSO to produce the copy of current invoice and payment receipt from the last affiliated MSO, so that the broadcaster cannot deny signals of TV channels on this pretext. This will lead to clarity as far as the outstanding amounts between any MSO or its affiliate and a Broadcaster is concerned. This method will also findfavour among regulators as it will lead to lesser disputes due to the clarity provided by the necessary paperwork.

21.2 **Whether the broadcaster should be allowed to deny the request of new MSO on the grounds of outstanding payments of the last affiliated MSO?**

Yes, the Broadcasters must definitely be allowed to request to new MSO on grounds of outstanding payment of its last affiliated MSO before giving fresh signals. The basic rule of a commercial is consideration for services and it is only logical for a service provider to deny those services till its consideration for past services has not been received.

Issue 22:- SWAPPING OF SET TOP BOX [3.111-3.113]

22.1 **Whether, it should be made mandatory for the MSOs to demand a nodues certificate from the LCOs in respect of their past affiliated MSOs?**

Yes. The MSOs must be aware of the past record of LCOs so that they may engage in business with them. Thus, mandatory No Dues Certificate will only help further transparency in the market thereby creating a healthier environment for MSOs, honest LCOs and subscribers.

22.2 **Whether it should be made mandatory for the LCOs to provide copy of last invoice/ receipts from the last affiliated MSOs?**

Yes, the MSOs may request the LCOs for a copy of their last invoice from affiliated MSOs in order to get a reading of their past dealings in the market.

Issue 23:- ANY OTHER RELEVANT ISSUE THAT THEY MAY DEEM FIT INRELATION TO THIS CONSULTATION PAPER.

At present, the odds are heavily skewed against the broadcaster in a Regulatory regime which is firstly overregulated and has excessive tapping on the broadcaster. From price ceilings to limits on advertising, the guidelines have become more and more stringent toward the Broadcaster in recent years. In comparison, the MSOs hardly have any capping on their price fee which gives them sufficient bargaining power while the hands of the broadcaster appear tied. The CCI as recently as 2011 has took MSOs to task in Punjab and Tamil Nadu wherein heavy penalties were imposed on parties flouting the norms of the Competition Act, 2002. There have been various other smaller instances where the MSOs have used their sufficient bargaining power owing to their monopolistic position in the market. Still, it is the Broadcaster that is looked at with suspicion and bears the brunt of all stringent regulations. The Courts have also taken cognizance of the fact that restricting Broadcaster's advertising time on television channels to 12 minutes per hour will significantly eat into the revenue of Broadcasting channels especially for FTA channels which have no other source of revenue other than advertising. The Regulator must revisit the present regulations and work out a model of functioning that is more in line with the level playing field as envisaged in the regulations. The level of reform necessary to induce orderly growth of the sector can only come from less regulation and more freedom. A more long run plan for systematically liberating the Broadcasting market has to be brought in fray in consultation with key stakeholders of the industry.

Conclusion

In any commercial setup, freedom of two parties to form a contract based on mutual understanding and accord is of paramount importance. The sanctity of the mutually negotiated agreements holds great significance in today's world of competition and growth. The Interconnection Agreement framework works on the objective of promoting healthy competition. By implementing such strict and compact provisions, it would in turn contradict its primary objective leading to conflicts among the service providers and the broadcasters. Regulation ought to strive for the growth and development of the industry and not for its detriment through eliminating flexibility and scope for mutual negotiations. The interests of every partaker in the market must be kept in mind both, individually and collectively, while forming such important policies.

In light of the above, the Regulator must take it upon itself to ensure that there is a level playing field between all stakeholders in the market so as to ensure an efficient market which ultimately benefits the end user i.e. the subscriber.

We would therefore conclude by stating that the consequence of a strong Regulatory Policy which also ensures healthy competition and furthers efficient markets will benefit Broadcasters, Distributers and the end consumer in the long run. Such a policy may be determined by an efficient &self-conscience regime wherein stakeholders are not insecure about their respective positions but on the other hand have the freedom to put their best foot forward in light of the positive reforms mentioned in the introductory paragraphs of this response.

We thank TRAI for their initiative in attempting to review the existing regulatory framework with the objective of fostering competition, increase trust amongst service providers, ease of doing business, reduce disputes, improve transparency and efficiency, promote sustainable, orderly growth and effective choice to consumers through this consultation paper. A paper of this massive importance requires a lot more enquiry and far greater research and analysis which we admittedly could not afford at this stage owing to the shortage of time. We therefore request the Authority to grant us some more time in order for us to come back with a better-rounded and well considered response. In the meanwhile we request the Authority to take this preliminary submission on record.