

Email

Christeena Joy

Appeal by M/s.BAL on the SUC assessment issued by O/o CCA, Gujarat for FY 2020-21- Reg.,

From : HITHENDRA CHARY <wpf.wr-dot@gov.in> Wed, May 15, 2024 05:54 PM
Subject : Appeal by M/s.BAL on the SUC assessment issued by O/o CCA, Gujarat for FY 2020-21- Reg., 1 attachment
To : rajani kant <rajani.kant@airtel.com>, ccagujaratcore1@gmail.com, CCA Gujarat <cca.guj-dot@nic.in>
Cc : CGCA <cgca-dot@gov.in>, SRIKANTA PANDA <addcgca-dot@gov.in>, Ashish Joshi <jtcgcarev-dot@gov.in>, Pratima Singh <dycgcarev-dot@gov.in>, Christeena Joy <assttcgcarev-dot@gov.in>

Sir/Madam,

Please find enclosed herewith the Lr. No.1034/07/2023-WR, dated 14.05.2024 on the subject.

Regards,

AO (WR)
WPF Wing - WR Section,
Department of Telecommunications,
Room No.800,
Sanchar Bhawan, New Delhi-110001
Tel: 011-23036821



Order on Appeal of Airtel_Gujarat_2020-21-14.05.2024.pdf
3 MB



File No:1034/07/2023-WR
Government of India
Ministry of Communications
Department of Telecommunications
(Wireless Planning Finance Division – WR Section)

Dated: 14.05.2024

ORDER

**Sub: Appeal by M/s.BAL on the SUC assessment issued by O/o CCA, Gujarat for FY 2020-21– Reg.,
Ref: Your Appeal dated 21.11.2023**

This is with reference to appeal filed by M/s.Bharti Airtel Ltd. (BAL) on the SUC assessment done by O/o CCA, Gujarat. In the appeal primarily two issues have been raised by M/s. BAL which are mentioned as under :

- i) Anomalies in the calculation of AGR for SUC for the F.Y. 2021-22;
- ii) Application of incorrect SUC rate ;

The comments of assessing authority have been obtained. Further, Govt. orders/guidelines/clarifications licensing conditions etc. issued from time to time, have also been seen to arrive at fair decision. Appeal has been analysed issue wise as under:

Issue (i) : Anomalies in the calculation of AGR for SUC for the F.Y. 2021-22

Comments of O/o CCA, Gujarat : (a) Licensee has submitted that this office has not considered Annexure II to Audited AGR for F.Y. 2020-21 submitted by M/s Bharti Airtel Ltd in this office. As per this office's SUC Assessment, it is stated that there is no provision in License Agreement for submitting multiple AGRs for the same Financial Year. As per clause 20.6 of Unified License Agreement, the format of Statement of Revenue share and License Fee (AGR Statement) is provided at Appendix-II to Annexure – A. Any AGR statement submitted by licensee other than the one provided in the Unified License Agreement cannot be considered by this office. Further, the same AGR statement has also been considered by DoT HQ for the purpose of calculation of License Fee. As such this office has not considered Annexure – II which is Statement of Revenue and Spectrum Charges submitted by licensee. Further, the

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licensee, with mala fide intentions, is deliberately trying to mislead the appellate authority by asking for consideration of multiple AGRs. DoT order no: 1000-56/2004-WFD dated 11.11.2014 (copy enclosed as Annexure A) (mentioned by licensee himself at point 1(d)) at 3.1.2 mentions following:

“AGR is submitted by the licensees in the format prescribed in the License Agreement. There is no provision in the License Agreement for submission of distinct AGR for levy of License Fee and Spectrum Usage Charges.”

(b) Same as above. Due to above mentioned reason Annexure – II (licensee mentioned this as AGR for SUC) cannot be considered. Further, deductions have been apportioned as per DoT order no: 1000-56/2004-WFD dated 11.11.2014 only.

(c) Licensee has stated its own interpretation of DoT order no: 1000-56/2004-WFD dated 11.11.2014 which is incorrect. The order only mentions the procedure for apportionment. Sl. No. (ii) (b) of Annexure – A of above order mentions procedure for apportionment when consolidated deductions are provided by licensee.

(d) Same as point c above. Licensee is repeatedly mentioning the same point to mislead the department.

(e) There is no provision in the License Agreement for submitting Annexures to AGR for a Financial Year. As per clause 20.6 of Unified License Agreement, the format of Statement of Revenue share and License Fee (AGR Statement) is provided at Appendix-II to Annexure – A. Further, the License Agreement does not provide for any Annexures to AGR statement. As such there is no provision of considering Annexure – IV & V as per License Agreement for calculation of SUC.

(f) Already explained in the above points. The methodology of apportionment adopted by this office is correct and is as per terms & conditions of License Agreement & DoT order dated 11.11.2014. Annexure – A provided by licensee is just an illustration to support his argument.

(g) Already explained in the above points. The methodology of apportionment adopted by this office is correct and is as per terms & conditions of License Agreement & DoT order dated

11.11.2014. Further, as already stated above Annexure – II, IV & V can not be considered for calculation of SUC.

Analysis and Decision : It has been disputed that O/o CCA, Gujarat has not considered separate statement of revenue for the purpose of SUC calculation. It is recorded that license agreement does not provide to submit separate statement of revenue for levying license fee and SUC. OM bearing No.1000-56/2009-WFD dated 11.11.2014 issued by DoT was also endorsed to TSPs. The aspect of format for furnishing statement of revenue has been clearly spelt out vide para 3.1.2 of ibid OM. The apportionment has been done as per prescription in this said OM. Moreover, Wireless Revenue Section of DoT under WPF division has clarified to M/s. BAL vide its letter No.1000/10/2022-WR dated 26.10.2023 that only one format has been prescribed which is "Statement of Revenue and License Fee" for all licenses, as per license agreement. TSPs are required to disclose revenue and deduction as per this above statement.

I, therefore, find that AGR calculation done by Assessing Authority is in line with the existing Departmental orders. Thus issue/dispute raised has not been found to be sustainable.

Issue (ii) : Application of incorrect SUC rate

Comments of O/o CCA, Gujarat : (a) Licensee has submitted that this office has incorrectly taken SUC rate of 7% for their spectrum in 1800 MHz band. As per this office's SUC Assessment, it is stated that as per Notice Inviting Application (NIA) of 2012, it is clearly mentioned that "*Spectrum being allocated via this auction will be added for determining the slab for SUC*" rate as per 2010 order. Therefore, this office has calculated total spectrum holding in 1800 MHz band which is 11.2 MHz [6.2 (M/s BAL Administratively assigned spectrum) + 5 (acquired from M/s Telenor)] and thereafter SUC rate of 7% is arrived at according to 25.02.2010 order. Same is also clarified in WPF wing, DoT HQ vide file no: 1000/10/2022-WR dated 19.12.2022 (ILLUSTRATION – 1, copy enclosed as Annexure-B).

(b) Licensee has submitted that this office has incorrectly taken SUC rate of 7% for spectrum in 2100 MHz band. As per this office's SUC Assessment, it is stated that as per WPF wing, DoT HQ vide file no: 1000/10/2022-WR dated 19.12.2022 (ILLUSTRATION – 1, copy enclosed as Annexure B), has clarified that rate for spectrum in 2100 MHz band of 2010 may be same as the rate for SUC spectrum of Administratively assigned and Auction 2012 spectrum combined till the time license of licensee has not expired (i.e. 7% as explained in point 2 (a)



above). Further, as mentioned in the Notice Inviting Application (NIA) of 2010, 3% rate can only be taken for standalone 3G operators i.e. TSPs having only 3G spectrum. In this case M/s BAL has spectrums in different bands along with the above 3G spectrums.

(c) Licensee has submitted that Hon'ble TDSAT vide its judgment dated 22.04.2010 has set aside DoT orders of 2006/2008 for MWA & MWB. Further, DoT has challenged the said TDSAT order in Hon'ble Supreme Court. The appeal has been admitted but no stay has been granted to DoT. As such, according to the appeal of the licensee, this office has considered incorrect rates for MWA spots (4 spots of M/s BAL should be charged at 2002 rates of MWA spots). However, there is no order from DoT HQ wherein few carriers of a TSP can be charged as per 2002 rates & others can be charged as per 2006/2008 rates. Further, WPF wing, DoT HQ vide file no: 1000/10/2022-WR(Vol.II) dated 07.03.2022, has clarified that specific approval was obtained from Hon'ble MoC for charging 2006 rates on Microwave carriers pending for reassignment. As such, as a matter of abundant precaution this office has charged all 10 carriers at 2006/2008 rates. M/s BAL currently holds 10 spots (4 spots of its own + 4 spots acquired from M/s BDNPL + 2 spots acquired from M/s TTSL) of MWA, and all 10 spots have been calculated as per 2006/2008 rates of MWA spots.

Analysis & Decision : There are primarily three disputes about charging rate of SUC for Access & backhaul spectrum.

(a) The dispute is related to SUC rate applied to 5 MHz spectrum acquired from Telenor through merger and to 6.2 MHz of Administratively assigned Spectrum in 1800 MHz band of M/s.Airtel. M&A guidelines issued vide letter No. 20-281/2010-AS-I (Vol.VII), dated 20.02.2014 and NIA 2010 has been seen. The relevant clause of M&A Guidelines envisages as under:

"The spectrum Usage Charge (SUC) as prescribed by the Govt. from time to time, on the total spectrum holding of the resultant entity shall be payable."

Further, in NIA 2012, SUC chargeable is prescribed as under:

"Spectrum being allocated via this auction will be added for determining the slab for SUC"

M/s.Bharti Airtel held 6.2 MHz of administratively assigned spectrum & 5 MHz of 2012 auction spectrum holding (which is acquired through merger of Telenor).

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Thus, as per M&A Guidelines and NIA 2012, spectrum holding of 11.2 MHz is arrived [i.e. by combining Administratively assigned Spectrum (6.2 MHz) & 2012 auction spectrum holding (5 MHz-which is acquired through merger of Telenor)].

Hence, SUC rate of 7% is arrived as per the slab for 11.2 MHz and the same is applied.

(b): The dispute is related to the rate applied for 2100 MHz (3G) spectrum acquired through merger from M/s.TTSL for the period from 01.07.2019. The M&A guidelines issued vide letter No. 20-281/2010-AS-I (Vol.VII), dated 20.02.2014 and NIA 2010 has been seen. The relevant clause of M&A Guidelines envisages as under :

"The spectrum Usage Charge (SUC) as prescribed by the Govt. from time to time, on the total spectrum holding of the resultant entity shall be payable."

Further, in NIA 2010, SUC chargeable has been prescribed depending upon quantum of spectrum being held. M/s. Bharti Airtel held 11.2 MHz of administratively assigned Spectrum (as detailed above). Thus, as per slab in NIA 2010 rate of SUC in respect of administratively assigned spectrum is 7% and rate to be applied for 3G spectrum will be 7%.

In view of the above, it is found that rate of charging of SUC for 3G spectrum is in line with existing order of the Department.

(c): It is seen that the issue of charging of 2006/2008 rates for MWA/MWB carriers is sub-judice. As Hon'ble Supreme Court vide order dated 08.11.2019 in C.A No.8232 of 2019 had stayed the operation of TDSAT order dated 13.03.2019 in TP No.38 of 2017, the assessing authorities are charging 2006/2008 rates on MW carriers pending for re-assignment. However, it is to be noted that this charging of rates is subject to outcome of the issue in Hon'ble SCI in CA No.8232/2019.

Thus, it is found that computation/assessment done by O/o CCA, Gujarat is in order and is in line with extant orders/Guidelines/clarifications in place.

Issue (iv) : No Interest applicable

Comments of O/o CCA, Gujarat : The licensee has submitted that interest, penalty, and interest on penalty has been wrongly levied. As already mentioned in the above points the AGR rate and payments considered by this office are correct and therefore interest, penalty and

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interest on penalty figures are also correct. Therefore, there are no errors/anomalies in the final SUC demand raised by this office for F.Y. 2020-21. Further, interest, penalty, and interest on penalty have been levied as per terms & conditions of License Agreement. As per this Office's SUC Assessment, it is stated that as per clause 20.5 of License Agreement,

"Any delay in payment of License Fee payable, or any other dues payable under the LICENSE beyond the stipulated period will attract interest at a rate which will be 2% above the Prime Lending Rate (PLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1st April) in respect of the license fees pertaining to the said Financial Year. The interest shall be compounded monthly and a part of the month shall be reckoned as a full month for the purposes of calculation on interest. A month shall be reckoned as an English calendar month".

As such, it is clear that interest is applicable on all dues, including SUC dues.

Further, WPF wing, DoT HQ vide file no:1000/10/2022-WR dated 19.12.2022 (Query No. 14, copy enclosed as Annexure - C) has clarified that the

Provisions of License Agreement (both UL and UASL) will be applicable for calculation of penalty and interest on penalty for SUC.

Further, as per DoT HQ order no: 1000-56/2004-WFD dated 11.11.2014, Levy of **Interest:-** as per clause 20.5 of License Agreement, *"Any delay in payment of License Fee payable, or any other dues payable under the License beyond the stipulated period will attract interest at a rate which will be 2% above the Prime Lending Rate (PLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1st April) in respect of SUC pertaining to the Financial Year which will remain constant up to the month of payment. The interest shall be compounded monthly and a part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month".*

Penalty:- As per License Agreement, *in case, the total amount paid as quarterly SUC for the four quarters of the financial year, falls short by more than 10% of the payable SUC, it shall attract a penalty of 50% of the entire amount of short payment. However, if such short payment is made good within 60 days from the last day of the financial year, no penalty shall be imposed. This amount of penalty shall be payable within 15 days of the*

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date of signing the audit report on the annual accounts, failing which interest shall be further charged per terms of relevant clause of agreement”.

Analysis and decision : In view of analysis done in respect of other issues raised, no error has been found in assessment done and demand raised, hence, no justification is found to rectify levy of interest. Further, clause 20.5 of License Agreement prescribes as under :

“Any delay in payment of License Fee payable, or any other dues payable under the LICENSE beyond the stipulated period will attract interest at a rate which will be 2% above the Prime Lending Rate (PLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1st April) in respect of the license fees pertaining to the said Financial Year. The interest shall be compounded monthly and a part of the month shall be reckoned as a full month for the purposes of calculation on interest. A month shall be reckoned as an English calendar month”.

As such, it is evident that interest is applicable on all dues payable under License agreement which includes SUC dues also.

On the basis of careful examination of representation of the applicant, comments of assessing authority, relevant license conditions/agreements, guidelines/clarifications issued from time to time by Govt. Orders on the subject, and other documents on record, I find that appeal filed by M/s. BAL is not tenable and sustainable. Accordingly this appeal stands disposed off.


(Md. Shahbaz Ali) 14/5/24
Advisor(Finance) &
Appellate Authority



Copy to:

1. M/s.Bharti Airtel Ltd., Airtel center, Plot No.16, Udyog Vihar, Phase-IV, Gurugram – 122015.
2. The CCA, Gujarat, 7th Floor, P & T Administrative Bldg., Khanpur, AHMEDABAD-380001.
3. The Jt. CGCA (Revenue), O/o CGCA, NICF Campus, Ghitorni, New Delhi – 110047.

Email

Christeena Joy

Re: Fwd: Case of M/s Etisalat DB Telecom Pvt. in connection with unrealized outstanding dues for Rs. 64,27,247/- for the period during which the licensee was active in Kerala circle-reg.

From : Preeti Sehrawat <sehrawat.preeti@gov.in> Wed, May 15, 2024 06:21 PM
Subject : Re: Fwd: Case of M/s Etisalat DB Telecom Pvt. in connection with unrealized outstanding dues for Rs. 64,27,247/- for the period during which the licensee was active in Kerala circle-reg.  aytd
 2 attachments
To : Christeena Joy <assttcgcarev-dot@gov.in>
Cc : Khalid Hussain <dir.lfp1-dot@gov.in>, Dhawlendu <dhaulendu.152@gov.in>, sehrawatpreeti2@gmail.com

Respected Sir/ Madam

Kindly find the letter dated 09.05.2024 on the subject matter for necessary action at your end

With Regards
AAO LFP
DOT HQ

----- On Mon, 22 Apr 2024 12:44:37 +0530 Khalid Hussain <khalid.hussain90@gov.in> wrote -----

From: "R Sathish Kumar" <sathishkumar.r.dot@nic.in>
To: "Khalid Hussain" <khalid.hussain90@gov.in>
Sent: Tuesday, March 19, 2024 12:19:31 PM
Subject: Fwd: Case of M/s Etisalat DB Telecom Pvt. in connection with unrealized outstanding dues for Rs. 64,27,247/- for the period during which the licensee was active in Kerala circle-reg.

From: "Brajesh Singh" <ddg.lfp-dot@gov.in>
To: "R Sathish Kumar" <sathishkumar.r.dot@nic.in>
Sent: Tuesday, March 19, 2024 12:16:50 PM
Subject: Fwd: Case of M/s Etisalat DB Telecom Pvt. in connection with unrealized outstanding dues for Rs. 64,27,247/- for the period during which the licensee was active in Kerala circle-reg.

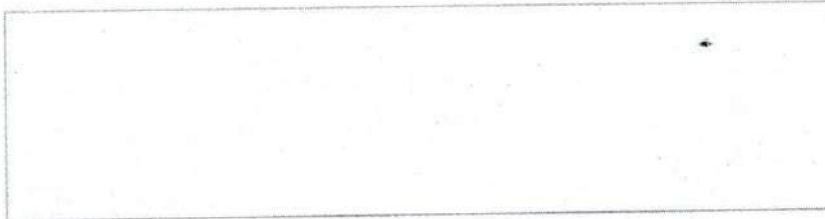
From: "Christeena Joy" <assttcgcarev-dot@gov.in>
To: "Brajesh Singh" <ddg.lfp-dot@gov.in>
Cc: "Ashish Joshi" <jtcgcarev-dot@gov.in>, "Shivendu Gupta" <shivendu.gupta@gov.in>, "Pratima Singh" <dycgcarev-dot@gov.in>, "Tanvika Singh" <singh.tanvika@gov.in>, "G Sessa" <gssn.bharadwaj@gov.in>, "Dhawlendu" <dhawlendu.152@gov.in>, "roopashree 10047058" <roopashree.10047058@gov.in>, "Deepa Gurnani" <deepa.gurnani05@gov.in>, "Ranganath Shyam" <ccatrivandrum@nic.in>, "HITHENDRA CHARY" <wfp.wr-dot@gov.in>
Sent: Tuesday, March 19, 2024 12:10:31 PM
Subject: Case of M/s Etisalat DB Telecom Pvt. in connection with unrealized outstanding dues for Rs. 64,27,247/- for the period during which the licensee was active in Kerala circle-reg.


Respected Sir

Kindly find attached this office letter dated 19.03.24 w.r.t. CCA, Kerala letter dated 13.03.24 along with its attachments on the subject mentioned above for kind information and taking necessary action please.

With regards

Christeena Joy
Asstt.CGCA (Revenue)
O/o CGCA, NICF Campus
Ghitorni
New Delhi 110047



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6 MB



Government of India
Ministry of Communications
Department of Telecommunications
Licensing Finance Policy wing

No. 12-25/2010-LF-I

Date 09.05.2024

To

Asst CGCA(Revenue)
O/o CGCA,NICF campus
Ghitorni, New Delhi 110047

SUB: Case of M/s Etisalat DB Telecom Pvt Ltd. in connection with unrealized outstanding dues towards SUC in Kerala Circle -reg.

Kindly refer to your office letter no. 50-3/Clarification pertaining to SUC/- 2023-24 dated 19.03.2024 on the above mentioned subject.

1. In this regard , the summary of all the Claims of DoT filed with Official Liquidator is as under:

(i) DoT has filed its claims before the OL vide Affidavit of Proof of debt dated 06.01.2015 amounting to Rs. 943.43 crores. The particulars of the claim filed is summarized as under:

Sr.NO	Concerned Branch	Particulars	Amounts
I.	LF-II	Outstanding License Fees from the FY 2007-08 to 2008-2011	29.22
II.	WR	Outstanding Spectrum Usages Charges from the FY 2008-09 to 2010-11	7.85
III.	Term	Unpaid EMR violation & CAF Audit violation	47.81
IV.	AS-IV	Financial Penalty imposed for violation of license condition by closure of operations in 13 service areas without surrender of license/spectrum by M/s Etisalat DB Telecom. The matter is sub-judice.	650.00
V.	AS-IV	Financial Penalty imposed for violation of license condition by closure of operations in 2 service areas (Bihar & MP) by M/s Allianz SCN dated 21.01.2103 issued to M/s Etisalat DB Telecom. The matter is sub-judice.	100.00
VI.	AS-IV	LD Imposed (based on average SACFA delay) on	3.75
Total			838.63
Estimated amount for which demand notice is yet to be issued			
VII.	LF-II	Estimated License Fee demand for the FY 2011-12 and -13	46.95

VIII.	WR	Estimated Spectrum charges demand for the FY 2011-12 and 2012-13	15.00
IX.	Term	EMR violation & CAF Audit violation likely to be imposed.	42.85
		Total	104.80

(ii) Various LSA has filed claims with the OL from time to time amounting to Rs. 199.76 Crs. The particulars of the claims is summarized as under:

Sr.No	Circle/LSA	Particulars	Amounts (RS.)
1	Ahmedabad Ahmedabad Ahmedabad	Interest of license Fee License Fee Penalty for EMR (BTS)	54,22,96,869 29,21,91,839 1,15,00,000
2	Bhopal Bhopal Bhopal	License of CAF penalty Penalty for CAF Penalty for EMR (BTS)	9,772 9,000 50,00,000
3	Chennai	Penalty for EMR (BTS)	15,00,000
4	Haryana	Penalty for EMR (BTS)	30,00,000
5	Kerala Kerala Kerala Kerala	Penalty for BMR (BTS) (Interest on SUC & Penalty Penalty for SUC SUC) Total O/s SUC	9,00,00,000 (47,68,224 5,80,362 10,78,661) 64,27,247
6	Maharashtra Maharashtra	Penalty for CAF SUC	1,000 21,58,742
7	Patna Patna Patna Patna	Financial Penalty Interest of SUC & Penalty Penalty for SUC SUC	1,00,00,00,000 2,56,635 34,780 69,560
8	Punjab Punjab Punjab Punjab Punjab Punjab Punjab	EMR Testing Fees Interest on BTS & CAF Interest on SUC & Penalty Penalty for CAF Penalty for EMR (BTS) Penalty on SUC SUC	20,000 28,34,222 93,77,728 20,000 20,00,000 13,22,673 26,45,347
9	Rajasthan Rajasthan Rajasthan Rajasthan	Interest on SUC & Penalty Penalty for EMR (BTS) Penalty for SUC SUC	18,04,356 40,00,000 2,26,883 11,34,415
10	UP(East)	Interest on SUC & Penalty	8,85,220

	UP(East)	Penalty for CAF	2,70,000
	UP(East)	Penalty for EMR (BTS)	1,05,00,000
	UP(East)	Penalty for SUC	3,18,264
	UP(East)	SUC	2,40,561
11	UP(East)	Penalty for CAF	6,000
	UP(East)	Penalty for EMR (BTS)	55,00,000
Total			1,99,75,61,113

(iii) O/o Sr. DDG, DoT Mumbai filed claims along with necessary supporting documents vide letter dated 13.11.2019, claiming the total amount of Rs. 753.60 crores. The particulars of the claims filed is summarized as under:

Sr.No	Particulars of dues	LSA	Amounts of dues (in Crores)	Amount paid (in Crores)
I.	1. Financial penalty for violation of the terms and conditions of the UAS License	13 License Service Areas	650.00	NIL
II		Bihar & Madhya Pradesh	100.00	NIL
III	Liquidated damages for default in compliance of 1 Phase of rollout obligations	15 License Service Areas	46.50	46.65
IV	Liquidated damages for default in compliance of 2nd Phase of rollout obligations	Bihar	3.75	NIL
	Total		800.25	46.65
	Balance dues payable	Rs. 753.60 Crores		

(iv) Further, vide letter dated 19.03.2021 (copy enclosed) the Official Liquidator has requested to provide /clarify the following information:

(a) The total claims of DoT(consolidated claims including claims of all the circles) against the company including penalty and interest levied thereon.

(b) AGR dues including penalty and interest levied thereon after considering payment made by the company .

(v) Thereafter , dues status in respect of M/s Etisalat DB was sought from various concerned wings of DoT and the revised claim amounting to Rs. 1089.69(after deduction of Rs. 8.24 cr(paid AGR installment) from original claim of Rs. 1097.93 cr) after consolidating the dues of all the wings was filed on 15.11.2021. The particular of the claims filed is summarized below.

S.No	Concerned Branch	Particulars	Amount	Placed
1.		AGR dues as determined payable by Hon'ble SC	82.46	
2.	LFA	O/s LF for the year 2011-12 & 12-13	46.95	

3.	WR	O/s SUC from FY 2009-10 to 2010-11	69.17	
4	DGT	Unpaid CAF & EMR penalties	145.75	
5	AS	Imposition of financial penalty for violation of the terms and conditions of the UAS licenses (for 13 service area	650	
		Imposition of financial penalty for violation of the terms and conditions of the UAS licenses (for 2 license area)	100	
		Levy of liquidated damages for default in compliance of 1st phase of rollout obligations	Nil	
		Levy of liquidated Damages for default in compliance of 2 nd phase of rollout obligations	3.60	
6.	CS	O/s amount in respect of NLD & ILD license	Nil	
7.	WPC	O/s spectrum usage charges	Nil	
Total			1097.93	

(vi) However, the OL vide letter dated 19.06.2023 intimated that out of 1089.69 cr, DoT claims have been allowed for a sum of Rs. 877.46 Crores and balance amount of Rs. 145.75 Crores(EMR and CAF penalty) has been rejected. The detail summarized below.

Admitted claims by the OL

Sr.No	Particulars	Amount Claimed (Rs Cr)	Amount Approved (Rs. Cr)	Remarks
1.	AGR Dues Less - 2 nd & 3 rd AGR dues payment paid to DoT.(8.24+8.24	74.22/- 16.48/-	57.74/-	As per Order of Hon. Supreme Court of India dated 20.07.2020 read with Affidavit dated 20.08.2020 filed before Hon. Supreme Court of India by the DOT. (Ref: Civil Appeal 6328- 6399 of 2015)

2.	Outstanding License Fees for the FY 2011-12 & FY 2012-13	46.95/-	46.95/-	Accepted based on the claim documents submitted.
3.	Outstanding Spectrum Usages Charges from FY 2009-10 to 2010-11	69.17/-	19.17/-	This includes Financial Penalty of Rs. 50 Cr in respect of Bihar Circle. The same is rejected as already included in Sr. No. 6 below.
4.	Unpaid CAF and EMR Penalties	145.75/-	0	Rejected, all the claims overlap with the adjudicated, claims already please refer Annexure A attached herewith providing detailed reason for circle wise claims.
5.	Imposition of Financial Penalty for violation of the terms and conditions of the UAS Licenses (for 13 License Areas)	650/-	650/-	On the basis of demand notice bearing reference number 20- 218/2012-AS-IV(swan)/UP(W) Vol-III dated 16th January, 2013.
6.	Imposition of Financial Penalty for violation of the terms and conditions of the UAS Licenses (for 2 License Areas)	100/-	100/-	On the basis of demand notice bearing reference number 20- 218/2012-AS-IV(swan)/UP(W) Vol-III (Pt,) dated 3rd September, 2019.
7.	Levy of Liquidated Damages for default in compliance of 2nd Phase of Rollout Obligations	3.60/-	3.60/-	As per demand notice of DOT bearing Reference Number 1- 9/2012-AS-IV/Etisalat dated 26th December, 2016
	Total Amount	1089.69/-	877.46/-	

Rejected claims by OL

SR. No	Circle	Amount Claimed (Rs)	Amount Accepted	Remarks
1	Bihar	1,80,00,000		We draw your attention to the Department of Telecommunication (Access Services Cell) Circular dated 20.11.2013 along with TDSAT order dated 29.03.2016 in the Telecommunication Petition No. 271 of 2013, which clarifies no BTSs in respect of which self-certificates were submitted by

				31.03.2011 can be held liable for penalty for non-submission/delayed submission of self-certificates. Since all the Self Certificates were submitted before 31.03.2011, there can not be any liability towards penalty as per above order.
2	Delhi	32,20,00,000		Rejected in view of no supporting documents provided.
3	Gujarat	1,15,00,000		Letter of admission already sent to ADG Term Cell DOT Ahmedabad vide letter reference OL/Sec V/1934 to 1935 dated 10th Aug 2021 for Rs. 2,00,527/-
4	Haryana	1,16,13,882		Rejected in view of no supporting documents provided
5	Kerala	9,00,00,000		Letter of admission already sent to DDG DOT Kerala vide letter reference OL/Sec 11/252 dated 25th March 2023 for Rs. 5,95,000/-
6	MP	50,00,000		Letter of admission already sent to ADG DOT MP vide letter reference OL/Sec 11/287 dated 26th March 2021 for Rs. 5,18,772/-
7	Mumbai	97,07,11,382		Rejected in view of no supporting documents provided.
8	Punjab	72,46,745		Letter of admission already sent to DDG DOT LSA Punjab vide letter reference OL/Sec V/253 dated 25th March 2021 for Rs. 27,242/-
9	Rajasthan	40,00,000		We draw your attention to the Department of Telecommunication (Access Services Cell) Circular dated 20.11.2013 along with TDSAT order dated 29.03.2016 in the Telecommunication Petition No. 271 of 2013, which clarifies no BTSs in respect of which self-certificates were submitted by 31.03.2011 can be held liable for penalty for non-submission/delayed submission of self-certificates. Since all the Self Certificates were submitted before 31.03.2011, there can not be any liability towards penalty as per above order.
10	Tamilnadu	15,00,000		Letter of rejection already sent to DDG DOT Chennai vide letter reference OL/Sec II/251 dated 25th March 2021.
11	Up East	1,05,00,000		We draw your attention to the Department of Telecommunication (Access Services Cell) Circular dated 20.11.2013 along with TDSAT order dated 29.03.2016 in the Telecommunication Petition No. 271 of 2013, which clarifies no BTSs in respect of which self-certificates were submitted by 31.03.2011 can be held liable for penalty for non-submission/delayed submission of self-certificates. Since all the Self Certificates were submitted before 31.03.2011, there can not be any liability towards penalty as per above order.
12	Up West	55,00,000		We draw your attention to the Department of Telecommunication (Access Services Cell) Circular

				dated 20.11.2013 along with TDSAT order dated 29.03.2016 in the Telecommunication Petition No. 271 of 2013, which clarifies no BTSs in respect of which self-certificates were submitted by 31.03.2011 can be held liable for penalty for non-submission/delayed submission of self-certificates. Since all the Self Certificates were submitted before 31.03.2011, there can not be any liability towards penalty as per above order.
	Total	1,45,75,72,009		

(vii) As per the First part i.e. certified list of Govt dues of Debts and claims admitted wholly or partially by O/o OL, the OL has accepted the following government claims:

S.No	Name of claimant	Total amount claimed	Amount admitted
1	DoT, Ministry of Communications	10,89,69,00,000	8,77,46,00,000
2.	CCA, Punjab	48,54,222	27,242
3.	CCA, Gujarat	1,15,00,527	2,00,527
4.	CCA, Bhopal	50,18,722	5,18,772
5.	CCA, Mumbai	1,000	1,000
6.	CCA, Kerala	9,00,00,000	5,95,000

Second Part : Certified list of Government dues wholly rejected by OL (Claims filed LSA individually)

S.No	Name of Claimant	Total amount claimed	Amount admitted
1	CCA, Chennai	15,00,000	0
2.	CCA, Rajasthan	63,07,122	0
3.	CCA, Haryana	30,00,000	0
4.	CCA, UP East	63,07,122	0
5.	CCA, Punjab	1,33,45,748	0
6.	CCA, Kerala	64,27,247	0
7.	CCA, Bihar	1,00,03,60,975	0
8.	CCA, UP West	55,06,000	0
9.	CCA, Mumbai	21,98,742	0

2. It is submitted that out of Rs. 1089.69 Cr dues filed by DoT, the consolidated SUC outstanding dues is amounting to Rs. 69.17 Cr which includes SUC demands by Kerala Circle (Rs. 62,75,268 as per WPF data). The detailed table compiled by WPF as per data received from CCA Office is enclosed.

As per this table, **Outstanding SUC dues for kerala circle for FY 2008-09 to 2011-12 = Rs. 62,75,268** (which has been admitted by OL placed at Sr. vi in tabulated form.

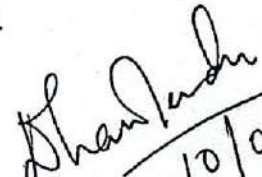
As per Claim individually filed by Kerala circle against outstanding SUC demands=Rs. 64,27,247 (which has been rejected by OL)as per the tabulated information at Sr. ii which has been rejected by the OL as duplication of claims).

4. Therefore, in view of above, the consolidated dues filed by DoT (at Sr. V) includes SUC dues of O/o CCA Kerala also. Out of which , Rs. 62,75,268 has been admitted by OL.

With respect to EMR and CAF penalty of CCA,Kerala, out of total claim of Rs. 9,00,00,000/-, Rs. 5,95,000/- has been accepted by OL.

5. The consolidated list of claims filed and accepted claims against the individual items along with EMR and CAF claims and their corresponding accepted amount is enclosed herewith for information.

This issues with the approval of the competent authority.


10/05/24
ACAO (LFP-I)

SUC assessment completed by CCA offices and outstanding SUC against TSP compiled on the basis of the report received from CCAs upto 31.10.2019

TSP	Year	Principal	Interest	Penalty	Interest on Penalty	Total
AP	2008-09	754304	2158149	377152	895131	4184736
AP	2009-10	-138974				-138974
Bihar	2010-11	1853881	3161115	926941	1353106	7295043
Karnataka	Upto 2007-08	65870	144750	32935	62086	305641
Karnataka	2008-09					0
Karnataka	2009-10					0
Karnataka	2010-11	2962797	8929515	1481398	709672	14083382
JP (E)	2011-12	47716	85150	23858	72977	229701
JP (E)	2008-09	-144064	0	0	0	-144064
JP (E)	2009-10	-251902	0	0	0	-251902
JP (E)	2010-11	636526	1088362	318264	464587	2507739
	Total	5786154	15567040	3160548	3557559	28071302
	Total (In Cr.)	0:58	1:56	0:32	0:36	2:81

assessment completed by CCA office and outstanding SUC dues against the basis of the report received from CCAs upto 30.11.2019

SA	TSP	Year	Principal	Interest	Penalty	Interest on Penalty	Total
AP	Ehsalat	2008-09	754304	2977537	377152	1253074	5362067
AP	Ehsalat	2009-10	-162299	0	0	0	-162299
AP	Ehsalat	2010-11	1853881	4516692	926941	1969414	9266928
AP	Ehsalat	2010-11	258665	611461	129332	265680	1265138
Haryana	Ehsalat	2010-11	2535	7795	1268	3432	15030
Bihar	Ehsalat	2009-10	67025	166062	33512	71202	337801
Bihar	Ehsalat	2010-11	2645347	6472272	1322673	2810202	13250494
Punjab	Ehsalat	2010-11	2779553	6751486	1389776	2903577	13824392
Karnataka	Ehsalat	2010-11	45671	111978	22836	50573	231058
Karnataka	Ehsalat	2011-12	307541	1218824	170761	567349	2264475
Kerala	Ehsalat	2008-09	48083	0	0	0	48083
Kerala	Ehsalat	2009-10	730738	1783844	365369	776277	3656228
Kerala	Ehsalat	2010-11	3231800	7881761	1615900	3433202	16162663
Maharashtra	Ehsalat	2010-11	53714	132225	26857	52288	265084
Maharashtra	Ehsalat	2011-12	10588366	32573402	5294183	14335815	62791766
Mumbai	Ehsalat	2009-10	10155905	24316774	5077953	10788810	50339442
Mumbai	Ehsalat	2010-11	453766	1092453	226883	482044	2255146
Rajasthan	Ehsalat	2010-11	-144064	0	0	0	-144064
UP (E)	Ehsalat	2008-09	-251902	0	0	0	-251902
UP (E)	Ehsalat	2009-10	636527	1529785	318264	664929	3149505
UP (E)	Ehsalat	2010-11	-73073	0	0	0	-73073
Uttarakhand	Ehsalat	2008-09	202294	722425	101147	278310	1304176
Uttarakhand	Ehsalat	2009-10	651995	1643592	325998	704299	3325884
Tamil Nadu	Ehsalat	2009-10	4134551	43805	0	0	348806
Tamil Nadu	Ehsalat	2010-11	38482146	11331835	2067276	4928471	22462133
Total	Total	Total (In Cr.)	38482146	105886008	19794081	46338948	210501183
			3.85	10.59	1.98	4.63	21.05

58,72,620

Status of SUC assessment completed by CCA offices and outstanding SUC against Etilast DB for the period FY 2011-12 & 2012-13

USA	Year	Principal	Interest	Penalty	Interest on Penalty	Total	Remarks (If Assessment not done, reason thereof)	
AP	2011-12	0	0	0	0	0	Audited documents were not received from the operators	
AP	2012-13	0	0	0	0	0	Audited documents were not received from the operators	
Bihar	2011-12	-6675	0	0	0	-6675	excess payment received	
Bihar	2012-13	0	0	500000000	0	500000000	the company abruptly discontinued operations with effect from 31/03/2012 and financial penalty of Rs. 50 Cr. has already been imposed. Licensee has not submit the annual documents	
Guerni	2011-12	0	0	0	0	0	licensee has not submit the annual documents	
Guerni	2012-13	0	0	0	0	0	licensee has not submit the annual documents	
Haryana	2011-12	0	0	0	0	0	No SCDN has been issued by USA till date	
Haryana	2012-13	0	0	0	0	0	No SCDN has been issued by USA till date	
Karnataka	2011-12	45671	0	115944	22836	52419	licensee has reported that they have discontinued their operation w.e.f 31.03.2012.	
Karnataka	2012-13	0	0	0	0	0	Assessment done on the basis of un-audited AGR. Since audited AGR was not submitted, date of signing of audit report is not available and interest on penalty is not calculated.	
Kerala	2011-12	88465	0	269951	44232	0	402648	Interest on penalty is not calculated. No documents submitted
Kerala	2012-13	0	0	0	0	0	Documents not submitted by the licensee	
Maharashtra	2011-12	53714	0	136902	26857	54279	271752	Documents not submitted by the licensee for FY2012-13
Maharashtra	2012-13	0	0	0	0	0	licensee did not submit the AGR statement.	
Mumbai	2011-12	0	0	0	0	0		

Total Kerala
 FY 2008-2011
 = 58,72,620
 + 4,02,648
 = 62,75,268

Mumbai	2012-13	0	0	0	0	0	0	0	licensee did not submit the AGR statement.
Punjab	2011-12	0	0	0	0	0	0	0	No audited AGR submitted by operator
Punjab	2012-13	0	0	0	0	0	0	0	effective dated of closure of services was 31.03.2012
Rajasthan	2011-12	0	0	0	0	0	0	0	Finalized AGR not received
Rajasthan	2012-13	0	0	0	0	0	0	0	Finalized AGR not received
Tamilnadu	2011-12	0	0	0	0	0	0	0	SCN not received
Tamilnadu	2012-13	0	0	0	0	0	0	0	SCN not received
UP East	2011-12	0	0	0	0	0	0	0	neither receive any document nor any demand notice from DoT operations has closed from 31.03.2012
UP East	2012-13	0	0	0	0	0	0	0	Assessment not done due to non availability of audited AGR/ Documents
Uttarakhand	2011-12	0	0	0	0	0	0	0	Assessment not done due to non availability of audited AGR/ Documents
Uttarakhand	2012-13	0	0	0	0	0	0	0	Documents
Total		181175	522797	500093925	106698	500904595			

Consolidated SUC Dues of Etisalat DB

1. SUC Dues 2009-12	= Rs. 21.05 Crore
2. SUC dues for Gujarat 2008-2011	= Rs. 00.89 Crore
TOTAL	= Rs. 21.94 Crore
(-) SUC dues included in AGR dues determined by Hon'ble Supreme Court	= Rs. 2.81 crore
	= Rs. 19.13 crore
(-) SUC dues of Karnataka & Maharashtra F.Y. 2011-12 mentioned two times	= Rs. 00.05 crore
	= Rs. 19.08 crore
3. SUC Dues 2011-12 & 2012-13	= Rs. 50.09 crore
Grand TOTAL	= Rs. 69.17 crore

FIRST PART - CARRIED LIST OF GOVERNMENT DEPTS AND CLAIMS ADMITTED WHOLLY OR PART
 KERALA TELECOM PRIVATE LIMITED (IN LIQUIDATION)
 COMPANY PETITION NO. 114 OF 2012
 DATE OF WINDING UP : 20-02-2015

No.	Sl. No.	3	4	5	6	7
1	5	Govt. Commercial Tax Officer	111 th Circle, Kalamassery, At Civil Station, Kakkand - 682030, Ernakulam, Kerala.	Government Claim	18,192,252	1,61,549,069
2	22	CCA Department Of Telecommunication Mumbai	Department Of Telecommunication, Ministry Of Communications, Sanchar Bhavan, 20, Ashoka Road, New Delhi - 110 001	Government Claim	10,896,900,000	8,779,600,000
1	26	Asst. Commr. Of Commercial Taxes	Audit -4-4, Dg-10-4, Vik-2, Room No. 204, 2 nd Floor, A Block, Near New, Koramangla Bangalore- 560047	Government Claim	5,822,739	4,508,293
4	28	Bharat Sanchar Nigam Limited	5 th Floor, Mind Bldg No. 1, Fountain, Fort, Mumbai 400 001	Government Claim	35,119,688	34,097,187
3	48	Sales Tax Officer C-827	C-827, Cabin No. E-3, 4 th Floor, New Building, Viharur Bhawan, Maragon, Mumbai -10	Government Claim	210,363	210,363
6	58	Madhya Pradesh Madhya Kshetra Vidya Vitaran	Vidhya Nagar, Hoshangabad Road Bhopal - 462026	Government Claim	1,746,683	605,482
7	79	Mahanagar Telecom Nigam Limited	4 th Floor, Telephone House, Prabhadevi, V. S. Marg Dadar (W) 400 028	Government Claim	12,428,388	11,722,226
8	91	CCA Department Of Telecommunication - Punjab	Telephone Exchange Building, Section - 70, Mohali - 160071	Government Claim	4,854,222	27,242
9	92	CCA Department Of Telecommunication - Ahmedabad	Sr. Ddg Gujarat Ltd, 1 st Floor, P&T Admin Building, Khatampur, Ahmedabad-380001, Gujarat	Government Claim	11,500,527	200,527
10	93	CCA Department Of Telecommunication - Bhopal Madhya Pradesh	Office Of The Deputy Director General, Term Lsn, Department Of Telecom, 2 nd Floor, Doorsanchar Bhawan, Arera Hills, Bhopal - 462015	Government Claim	5,018,722	518,772
11	100	Govt. Of Rajasthan, Commercial Tax Dept. Assistant Commercial Tax Officer	Asst Commercial Tax Officer, Ward-1, Circle G, Jaipur, Commercial Tax Dept, Govt Of Rajasthan, Jaipur, Zonal Kar Bhawan, Jhalana Institutional Area, Room No. 220	Government Claim	18,895,879	13,065,095
12	109	CCA Department Of Telecommunication - Maharashtra	1 st Floor, Khamla Telephone Exchange Bldg, Khamla Nagpur, Maharashtra 440025	Government Claim	1,000	1,000
13	113	CCA Department Of Telecommunication - Kerala	Sr. Ddg, Ccd, Complex, Gandhi Nagar, Kochi, Dept. Of Telecommunication	Government Claim	93,900,000	59,000,000

ETISALAT DI TELECOM PRIVATE LIMITED (IN LIQUIDATION)
 COMPANY PETITION NO. 114 OF 2012
 DATE OF WINDING UP: 20-02-2015

SECOND PART - CERTIFIED LIST OF GOVERNMENT DEBTS SPECIALLY REJECTED

Sl. No.	Name of Creditor	Address of Creditor	Nature of Claims	Total Amount Claimed	Amount Paid	Amount Due
1	73	Assistant Assessor and Collector - MCCSI, P. A. & Co. Civil Ward Office, S No. 746, Village Palhadi, Samarth Village, Panchayat, G. S. West, Mumbai-400104.	Government Claim	38,062,957	0	0
2	90	CCA Department Of Telecommunication, Chennai Tele. and Enfor. Resources & Monitoring, 3RD Floor, T. Nagar, B. S. Road, Usharathi Park, Road No - II, Colabatore- 641 043	Government Claim	2,54,000	0	0
3	94	CCA Department Of Telecommunication, Kolkata Sr. Ddg, Ground Floor, Sancher Bhawan, Bhabane, B. S. Road, Jajpur-302004	Government Claim	6,307,122	0	0
4	95	CCA Department Of Telecommunication, Hydrabad Department Of Telecommunications Ministry Of Communications & I, Term Cell Hydrabad, 107, The Mall, Ambala Cantt - 133001, Hydrabad.	Government Claim	3,000,000	0	0
5	96	CCA Department Of Telecommunication, Uttar Pradesh East Department Of Telecommunication, CTO Compound, M G Marg, Hazratganj, Lucknow-226001	Government Claim	2,32,172	0	0
6	97	CCA Department Of Telecommunication - Punjab Ddg, Punjab Lse, 2ND Floor, Telephone Exchange Building, Sec - 70, Mohali - 160071	Government Claim	13,345,748	0	0
7	26	CCA Department Of Telecommunication - Kerala Asst. Controller Of Communication Accounts, Ministry Of Communication, Department Of Telecommunication, Door, Sancher Bhawan, K. Circle, Thiruvananthapuram-695015	Government Claim	6,427,247	0	0
8	127	CCA Department Of Telecommunication - Bihar Depl Of Telecom/OO Controller Of Communication Accounts, Bihar Telecom Circle, C/6 Building, Sancher Parisar Near Gpo, Bugh Marg, Patna 800001	Government Claim	1,000,366,712	0	0
9	262	CCA Department Of Telecommunication - Uttar Pradesh West IST Floor, Brahmputi Tel. Exchange, Upw Lse, J. S. Road, Ministry Of Communications, Meerut-230002 Up	Government Claim	5,592,000	0	0
10	269	CCA Department Of Telecommunication - Maharashtra Controller Of Communication Accounts, Ministry Of Communications, Department Of Telecommunication, 3RD Floor, Administrative Bldg, Juhu Danda, Telecom Complex, Santacruz(W), Mumbai - 400 054	Government Claim	1,38,742	0	0

Fwd: Extension of provisional assignment of spectrum for UP West LSA - reg

HC HITHENDRA CHARY <wpf.wr-dot@gov.in>

Mon, 20 May 2024 11:46:40 AM +0530

To "Christeena Joy" <assttcgcarev-dot@gov.in>, "Nirdosh Kumar Yadav" <ccaupwest.me-up@nic.in>
Cc "SRIKANTA PANDA" <addcgca-dot@gov.in>, "CGCA" <cgca-dot@gov.in>, "Ashish Joshi" <jtctcgcarev-dot@gov.in>, "Shivendu Gupta" <shivendu.gupta@gov.in>, "Tanvika Singh" <singh.tanvika@gov.in>

Sir/Madam,

Please find enclosed herewith the Lr. No.L-14010/02/2024-IMT, dated 14-05-2024 regarding extension of provisional assignment of spectrum for UP West LSA for further necessary action at your end.

Regards,

AO (WR),
WPF Wing - WR Section,
Department of Telecommunications,
Room No.800,
Sanchar Bhawan, New Delhi-110001
Tel: 011-23036821

From: "Tanvika Singh" <singh.tanvika@gov.in>
To: "HITHENDRA CHARY" <wpf.wr-dot@gov.in>
Sent: Monday, May 20, 2024 10:25:24 AM
Subject: Fwd: Extension of provisional assignment of spectrum for UP West LSA - reg

please send to the concerned.

From: "Shivendu Gupta" <shivendu.gupta@gov.in>
To: "Vinit Ranjan" <vinit.sinha1@gov.in>, "Venkata PraveenPogiri" <venkatapraveen.dot@gov.in>, "Tanvika Singh" <singh.tanvika@gov.in>, "Khandagale DhammapalAnil" <d.khandagale@gov.in>
Sent: Wednesday, May 15, 2024 4:24:01 PM
Subject: Fwd: Extension of provisional assignment of spectrum for UP West LSA - reg

From: "Avneesh Kumar" <avneesh.86@gov.in>
To: "shivb singh" <shivb.singh@vodafoneidea.com>, "nitin singh" <nitin.singh@vodafoneidea.com>
Cc: "Narendra Bharti" <narendra.bharti@nic.in>, "Gulab Chand" <gulab.chand@nic.in>, "Shivendu Gupta" <shivendu.gupta@gov.in>, "ddgas-dot" <ddgas-dot@nic.in>, "Bhagirath" <bhagirath.32@gov.in>, "Vineeth KurianMathew" <vineeth.mathew@gov.in>, "Jyoti Sharma" <jyoti.sharma53@gov.in>
Sent: Tuesday, May 14, 2024 5:47:35 PM
Subject: Extension of provisional assignment of spectrum for UP West LSA - reg

Sir,

Reference to the letter no. VIL/RCA/May/2024/0510-023 dated 10-05-2024, please find attached herewith the letter dated 14-05-2024 regarding extension of provisional assignment of spectrum for UP West LSA.

Thanks & Regards:

Avneesh Kumar, IRRS
Asst. Wireless Adviser, International Mobile Telecommunications (IMT)
WPC Wing, Department of Telecommunications
Ministry of Communications, Government of India
Mob: 7838234046

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⌵ **1 Attachment(s)** • [Download as Zip](#)



Extension of provisional assignm... .pdf

50.7 KB •

Government of India
Ministry of Communications
Department of Telecommunications
Wireless Planning and Coordination Wing

6th floor, Sanchar Bhawan,
 20, Ashoka Road, New Delhi – 110 001.

No.: L-14010/02/2024-IMT

Date: 14-05-2024

To,

M/s Vodafone Idea Limited
 7th floor, "Konnectus", Tower B, Bhavbhuti Marg,
 Opposite New Delhi Railway Station (Ajmeri gate side),
 New Delhi – 110 002.

Subject: Provisional assignment/extension of the spectrum rights which is expiring in the year 2024, before the conclusion of next spectrum auction (Auction 23-24).

Ref: No.: This office L-14010/02/2024-IMT dated 13-02-2024

Sir,

Consequent to the acceptance of the terms and conditions in the OM No. L-14010/02/2024-IMT dated 09-02-2024 and after receipt of due payment, it has been decided for the provisional assignment/extension of the spectrum rights for the use of spectrum, expiring in 2024, for further period of 3 months, as tabulated below:

LSA	Frequency Bands in MHz	Quantum of Paired Spectrum (in MHz)	Start Date	End Date
Uttar Pradesh (West)	900	5	13-05-2024	12-08-2024

2. For this interim period, all Terms and Conditions of Auction 22-23, as per NIA 2022 dated 15-06-2022, shall be applicable. Other relevant terms and conditions for the use of spectrum shall be as per assignment letters issued to successful bidders, post Auction 22-23.

Signed by Avneesh Kumar (Avneesh Kumar)
 Assistant Wireless Advisor
 Date: 14-05-2024 13:08:14
 to the Govt. of India

Copy to:

1. DDG(WPF) , Sanchar Bhavan, New Delhi.
2. DDG(AS), Sanchar Bhavan, New Delhi.
3. Director (WMO), Pushpa Bhavan, New Delhi.

Government of India
Ministry of Communications
Department of Telecommunications
Office of Controller General of Communication Accounts
Ghitorni, NIGF Campus, New Delhi - 110047

F.No: 50-1/BG Encashment/TSPs/2024-Part(1)

Dated: 20.05.24

To

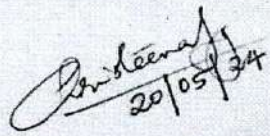
All Pr. CCAs/CCAs/Jt. CCAs(Independent charge)

Sub: Adjustment of surplus amount in respect of BAL-reg.

It is to intimate that while compiling the outstanding SUC dues in Proforma I & II, it was noticed that there are surplus/excess amount lying with CCA offices in respect of BAL which are to be adjusted by CCA offices.

As such, all CCA offices are requested for adjustment of surplus amount within 15 days as per the instructions issued by Dot HQ from time to time and the same may be communicated to this office.

This issues with the approval of CGCA.


20/05/24
Christeena Joy
Asst. CGCA (Revenue)

Copy to (through email):

1. Sr. PPS to CGCA
2. PS to Addl. CGCA
3. PS to Jt. CGCA(Revenue)

Fwd: Surrender of MW carriers in Tamilnadu and Bihar LSAs- reg

From : HITHENDRA CHARY <wpf.wr-dot@gov.in> Mon, May 27, 2024 06:21 PM
Subject : Fwd: Surrender of MW carriers in Tamilnadu and Bihar LSAs- reg 1 attachment
To : Christeena Joy <assttcgcarev-dot@gov.in>, Deepa Gurnani <deepa.gurnani05@gov.in>
Cc : CGCA <cgca-dot@gov.in>, SRIKANTA PANDA <addcgca-dot@gov.in>, Ashish Joshi <jtcgcarev-dot@gov.in>, Pratima Singh <dycgcarev-dot@gov.in>

Sir/Madam,

Please find enclosed herewith the Lr.No.L-14042/01/2019-NTG (Pt-I), dated 27.05.2024 regarding surrender of MWA/MWB carriers of M/s.Bharti Airtel in Tamilnadu & Bihar LSAs.

It is requested to circulate the same to the Assessing Authorities for further necessary action.

Regards,

AO (WR),
WPF Wing - WR Section,
Department of Telecommunications,
Room No.800,
Sanchar Bhawan, New Delhi-110001
Tel: 011-23036821

From: "Shivendu Gupta" <shivendu.gupta@gov.in>
To: "Tanvika Singh" <singh.tanvika@gov.in>
Cc: "HITHENDRA CHARY" <wpf.wr-dot@gov.in>
Sent: Monday, May 27, 2024 3:20:00 PM
Subject: Fwd: Surrender of MW carriers in Tamilnadu and Bihar LSAs- reg

for circulation to CGCA & upload in SARAS

From: "Avneesh Kumar" <avneesh.86@gov.in>
To: "Tarun Chitkara" <Tarun.Chitkara@airtel.com>, "ashutosh1 bhardwaj" <ashutosh1.bhardwaj@airtel.com>
Cc: "Narendra Bharti" <narendra.bharti@nic.in>, "Shivendu Gupta" <shivendu.gupta@gov.in>, "rahul vatts" <rahul.vatts@airtel.com>, "Bhagirath" <bhagirath.32@gov.in>, "Vineeth KurianMathew" <vineeth.mathew@gov.in>, "Jyoti Sharma" <jyoti.sharma53@gov.in>, "faheem shaikh" <faheem.shaikh@airtel.com>, "suraj dwivedi" <suraj.dwivedi@airtel.com>
Sent: Monday, May 27, 2024 3:09:38 PM
Subject: Surrender of MW carriers in Tamilnadu and Bihar LSAs- reg

Sir,

Reference to the subject matter, please find attached herewith the letter dated 27-05-2024 from WPC Wing, DoT.

Thanks & Regards:

Avneesh Kumar, IRRS
Asst. Wireless Adviser, International Mobile Telecommunications (IMT)
WPC Wing, Department of Telecommunications
Ministry of Communications, Government of India
Mob: 7838234046

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 **Surrender of MW carriers in TN and Bihar LSA.pdf**
52 KB

L-14042/01/2019-NTG (Pt-I)
 Government of India
 Ministry of Communications
 Department of Telecommunications
Wireless Planning & Coordination Wing
 6th floor, Sanchar Bhawan,
 20, Ashoka Road, New Delhi – 110001

Dated: 27-05-2024

To,
 M/s Bharti Airtel Limited,
 Airtel Centre, Plot No. 16, Udyog Vihar, Phase IV,
 Gurugram-122015 (Haryana).

Subject: Surrender of MWA/ MWB carriers in Tamilnadu and Bihar LSAs

Sir,

I am directed to refer to your letter no. RP/FY 23-24/037/1202 dated 15-03-2024 on the subject and to convey that the surrender of Microwave Access (MWA)/ Microwave Backbone (MWB) carriers has been accepted and taken on record, as detailed below:

Licensed Service Area (LSA)	RF carrier (in MHz)	Bandwidth (in MHz)	Effective date of surrender
Tamilnadu	21322/ 22554	28	15-04-2024
Bihar	7442/ 7596	28	15-04-2024

2. The effective date of surrender i.e. 15-04-2024 shall be considered for computation of necessary spectrum charges.

3. The other terms and conditions of surrender guidelines no. L-14042/01/2022-IMT dated 10-11-2022 shall be applicable.

Signed by Avneesh Kumar
 Date: 27-05-2024 13:29:54 (Avneesh Kumar)
 Assistant Wireless Adviser
 to the Government of India

Copy to:

1. DDG (WPF), DoT, Sanchar Bhawan, New Delhi, for computation and realization of necessary spectrum charges dues.
2. Director (WMO), Wireless Monitoring Organization (HQ), Pushpa Bhawan, New Delhi – 110 062, for information.



संचार लेखा नियंत्रक कार्यालय - कर्नाटक परिमंडल
 OFFICE OF THE CONTROLLER OF COMMUNICATION ACCOUNTS- KARNATAKA CIRCLE
 दूरसंचार विभाग / DEPARTMENT OF TELECOMMUNICATIONS
 संचार मंत्रालय / MINISTRY OF COMMUNICATIONS
 भारत सरकार / GOVERNMENT OF INDIA
<https://dot.gov.in/cca/karnataka>

No. 12 / SUC / General Corr / Vol -II

Dated 27 May 2024

To,

Jt.CGCA (Revenue),
 O/o CGCA, NICF Campus,
 Ghitorni, New Delhi – 110047.

Sub: Non-realization of SUC Dues of M/s Reliance Communication Ltd., & M/s Sistema Shyam Teleservices Limited (SSTL)

Sir,

This is regarding outstanding SUC dues of M/s Reliance Communication Ltd., & M/s Sistema Shyam Teleservices Limited (SSTL). The outstanding SUC dues of the said-TSPs with interest calculated up to 31.03.2024 for the years 2016-17 to FY-2022-23 is enclosed as Annexure A.

Considering the outstanding SUC dues of the TSP, it is requested to clarify whether the following BG(SUC) available at this office may be encashed.

BG Type	Operator Name (M/s)	Guarantee No. & Date	Amount Rs.	Valid up to	Name of the Bank with City
PBG	Reliance Communications Ltd	09020018015 dtd 29.12.2015	21,00,00,000	28-12-2024	Punjab national Bank Mumbai
FBG	Reliance Communications Ltd	0999511BG0000475 dtd 22.02.11	7,14,87,000	21-02-2025	State Bank of India
PBG	Sistema Shyam Teleservices Ltd	0548NDDG00064123 dtd 17.10.2022	35,00,00,000	30-10-2024	ICICI Bank New Delhi
FBG	Sistema Shyam Teleservices Ltd	0007NDDG00038221 dtd 25.06.2020	4,01,21,365	31-07-2024	ICICI bank, New Delhi
FBG	Sistema Shyam Teleservices Ltd	0007NDDG00037921 dtd 25.06.2020	3,56,56,722	31-07-2024	ICICI bank, New Delhi

This issues with the approval of the competent authority.

Signed by Abhilash
 Shashikant Baddur
 Date: 27-05-2024 15:40:38

Encl: A/a

(ABHILASH S B)

Jt. Controller of Communication Accounts
 Email id: jtcca2.ka-dot@gov.in Ph: 080-22340822

LF Section: aolf.ccakar-dot@gov.in Ph: 080-22340825

- Address: O/o CCA, DOT, Amenity Block, Palace Road, Bangalore – 560 001.

ISO 9001-2015 certified Organisation



Fwd: Re-assignment of MW carriers in Assam, Bihar, J&K, UP (E), WB and Orrisa - reg

From : HITHENDRA CHARY <wpf.wr-dot@gov.in> Mon, May 27, 2024 06:23 PM
Subject : Fwd: Re-assignment of MW carriers in Assam, Bihar, J&K, UP (E), WB and Orrisa -reg 1 attachment
To : Christeena Joy <assttcgcarev-dot@gov.in>, Deepa Gurnani <deepa.gurnani05@gov.in>
Cc : CGCA <cgca-dot@gov.in>, SRIKANTA PANDA <addcgca-dot@gov.in>, Ashish Joshi <jtcgcarev-dot@gov.in>, Pratima Singh <dycgcarev-dot@gov.in>

Sir/Madam,

Please find enclosed herewith the Lr. No.L-14042/01/2021-NTG, dated 21.05.2024 regarding re-assignment of MW carriers to M/s.Bharti Airtel in Assam, Bihar, J&K, UP (E), WB and Orissa LSAs

It is requested to circulate the same to Assessing Authorities for further necessary action.

Regards,

AO (WR),
WPF Wing - WR Section,
Department of Telecommunications,
Room No.800,
Sanchar Bhawan, New Delhi-110001
Tel: 011-23036821

From: "Shivendu Gupta" <shivendu.gupta@gov.in>
To: "Tanvika Singh" <singh.tanvika@gov.in>
Cc: "HITHENDRA CHARY" <wpf.wr-dot@gov.in>
Sent: Monday, May 27, 2024 1:29:04 PM
Subject: Fwd: Re-assignment of MW carriers in Assam, Bihar, J&K, UP (E), WB and Orrisa -reg

Please circulate and upload on SARAS as well

From: "Avneesh Kumar" <avneesh.86@gov.in>
To: "rahul vatts" <rahul.vatts@airtel.com>, "Tarun Chitkara" <Tarun.Chitkara@airtel.com>, "ashutosh1 bhardwaj" <ashutosh1.bhardwaj@airtel.com>
Cc: "Narendra Bharti" <narendra.bharti@nic.in>, "Shivendu Gupta" <shivendu.gupta@gov.in>, "faheem shaikh" <faheem.shaikh@airtel.com>, "suraj dwivedi" <suraj.dwivedi@airtel.com>, "Bhagirath" <bhagirath.32@gov.in>, "Vineeth KurianMathew" <vineeth.mathew@gov.in>, "Jyoti Sharma" <jyoti.sharma53@gov.in>, "Arvind Shukla" <arvind.shukla72@gov.in>
Sent: Tuesday, May 21, 2024 5:28:39 PM

Subject: Re-assignment of MW carriers in Assam, Bihar, J&K, UP (E), WB and Orrisa - reg

Sir,

Reference to the subject matter please find attached herewith the letter dated 21-05-2024 regarding re-assignment of MW carriers in Assam, Bihar, J&K, UP (E), WB and Orrisa LSAs.


Thanks & Regards:

Avneesh Kumar, IRRS
Asst. Wireless Adviser, International Mobile Telecommunications (IMT)
WPC Wing, Department of Telecommunications
Ministry of Communications, Government of India
Mob: 7838234046

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 **2024-05-21 Reassignment of MW carriers of Bharti.pdf**
57 KB

No. L-14042/01/2021-NTG
 Government of India
 Ministry of Communications
 Department of Telecommunications
 Wireless Planning & Coordination Wing

6th floor, Sanchar Bhawan,
 20, Ashoka Road, New Delhi – 110001

Dated: 21-05-2024

To,

M/s Bharti Airtel Limited,
 Airtel Center, Plot No. 16, Udyog Vihar, Phase IV,
 Gurugram – 122 015 (Haryana)

Subject: Re-assignment of MW carriers of M/s Bharti Airtel Limited in 6 LSAs viz. Assam, Bihar, Jammu and Kashmir, Odisha, UP (East) and West Bengal LSAs.

Ref: Your letter no. RP/FY 23-24/037/1198 dated 19.02.2024.

Sir,

With reference to your above-mentioned letter, I am directed to convey that this Ministry hereby agrees to re-assign the MW carriers to M/s Bharti Airtel Limited under the Unified License No.20-430/2014 AS-I/39 dated 16.10.2014, and additional Authorisation dated 08-02-2024, for providing services under authorisation of Access Service in Assam, Bihar, Jammu and Kashmir, Odisha, UP (East) and West Bengal LSAs as under:

Service Area	MW Carrier frequencies (in MHz)		Earmarking/Allotment Letter Reference	Effective date of re-assignment
	MWA	MWB		
Assam	14823/ 15243 14851/ 15271 14795/ 15215 18030/ 19040	7470/ 7624 7526/ 7680	L-14042/39/2002-NTG dated 23-02-2005. L-14043/01/2014-NTG dated 23-12-2015.	08-07-2024
Bihar	14823/ 15243 14851/ 15271 14795/ 15215 14907/ 15327	7442/ 7596	L-14047/08/2004-NTG dated 06-08-2004. L-14047/04/2008-NTG dated 25-07-2006. L-14043/01/2020-NTG dated 27-02-2024.	10-02-2024
Jammu and Kashmir	14823/ 15243 14851/ 15271 17727.5/ 18737.5 17755/ 18765	7554/ 7708	L-14047/08/2004-NTG dated 06-08-2004. L-14043/01/2020-NTG(6) dated 07-06-2022. L-14043/01/2020-NTG(J&K) dated 16-09-2022.	10-02-2024
Odisha	14823/ 15243 14851/ 15271 17727.5/	7498/ 7652	L-14047/08/2004-NTG dated 06-08-2004. L-14043/01/2020-NTG(7)	10-02-2024

	18737.5 17810/ 18820		dated 07-06-2022. L-14043/01/2020- NTG(Orissa) dated 16-09- 2022. L-14042/08/2004-NTG dated 06-07-2009	
Uttar Pradesh (East)	14823/ 15243 14851/ 15271 18250/ 19260 12933/ 13199 12961/ 13227		L-14047/08/2004-NTG dated 06-08-2004. L-14042/15/2009-NTG dated 29-07-2009. L-14035/21/2010-BWA dated 03-05-2012.	10-02-2024
West Bengal	14823/ 15243 14851/ 15271 ~17727.5/ 18737.5 17755/ 18765		L-14047/08/2004-NTG dated 06-08-2004. L-14043/01/2020-NTG(8) dated 07-06-2022. L-14043/01/2020-NTG(WB) dated 16-09-2022.	11-02-2024

2. The above frequency re-assignment is subject to the following conditions:

- i. In accordance with the DoT guidelines, dated 16.10.2015 and its addendum dated 25-07-2022 ; this assignment is being made on a purely provisional basis till final decision on MW spectrum assignment policy is taken by the Government.
- ii. Spectrum charges for the re-assigned carriers shall be as per frequency agreement no. L-14042/01/2021-NTG dated 04-04-2024 for Bihar, West Bengal, UP (East), Jammu & Kashmir, Odisha and Assam LSAs, signed by M/s Bharti with DoT.
- iii. The validity of the above re-assignments shall be co-terminus with the Unified Licence or till the complete expiry of the access spectrum in the respective LSAs, whichever is earlier.
- iv. This re-assignment is subject to review based on the outcome of the Civil Appeal No. 8232 of 2019 and Civil Appeal No. 2018 of 2011 pending before Hon'ble Supreme Court of India.

Signed by Avneesh Kumar
Date: 21-05-2024 16:43:05

(Avneesh Kumar)
Assistant Wireless Adviser
to the Government of India

Copy to:

1. DDG (WPF), DoT, Sanchar Bhawan, New Delhi - 110 001.
2. Director (WM), Wireless Monitoring Organization (HQ), Pushpa Bhawan, New Delhi - 110 062.

Fwd: Surrender of MW carrier in Karnataka LSA -reg

From : Christeena Joy <assttcgcarev-dot@gov.in> Wed, May 29, 2024 10:42 AM
Subject : Fwd: Surrender of MW carrier in Karnataka LSA -reg 📎 1 attachment
To : ccakar-dot <ccakar-dot@gov.in>, Geethanjali H.C <aolf.ccakar-dot@gov.in>
Cc : Ashish Joshi <jtcgcarev-dot@gov.in>, Pratima Singh <dycgcarev-dot@gov.in>, G S S Nikhil Bharadwaj <acao1rev-dot@gov.in>, HITHENDRA CHARY <wpf.wr-dot@gov.in>, Deepa Gurnani <deepa.gurnani05@gov.in>

Respected Sir/Madam,

Please find enclosed herewith the Lr. No.L-14042/02/2023-IMT-Part (1), dated 27.05.2024 regarding surrender of MWB carrier of M/s.VIL in Karnataka LSA.
with regards
Asstt.CGCA
O/o CGCA

From: "HITHENDRA CHARY" <wpf.wr-dot@gov.in>
To: "Christeena Joy" <assttcgcarev-dot@gov.in>, "Deepa Gurnani" <deepa.gurnani05@gov.in>
Cc: "CGCA" <cgca-dot@gov.in>, "SRIKANTA PANDA" <addcgca-dot@gov.in>, "Ashish Joshi" <jtcgcarev-dot@gov.in>, "Pratima Singh" <dycgcarev-dot@gov.in>, "Shivendu Gupta" <shivendu.gupta@gov.in>, "Tanvika Singh" <singh.tanvika@gov.in>
Sent: Tuesday, May 28, 2024 5:11:00 PM
Subject: Fwd: Surrender of MW carrier in Karnataka LSA -reg

Sir/Madam,

Please find enclosed herewith the Lr. No.L-14042/02/2023-IMT-Part (1), dated 27.05.2024 regarding surrender of MWB carrier of M/s.VIL in Karnataka LSA.

It is requested to circulate the same to the Assessing Authority for further necessary action.

Regards,

AO (WR)
WPF Wing - WR Section,
Department of Telecommunications,
Room No.800,
Sanchar Bhawan, New Delhi-110001
Tel: 011-23036821

From: "Shivendu Gupta" <shivendu.gupta@gov.in>
To: "Tanvika Singh" <singh.tanvika@gov.in>
Cc: "HITHENDRA CHARY" <wfp.wr-dot@gov.in>
Sent: Tuesday, May 28, 2024 4:58:11 PM
Subject: Fwd: Surrender of MW carrier in Karnataka LSA -reg

for circulation and upload on SARAS

From: "Avneesh Kumar" <avneesh.86@gov.in>
To: "sanjeev arora" <sanjeev.arora@vodafoneidea.com>, "gagandeep bajaj" <gagandeep.bajaj@VodafoneIdea.com>
Cc: "Narendra Bharti" <narendra.bharti@nic.in>, "Shivendu Gupta" <shivendu.gupta@gov.in>, "Bhagirath" <bhagirath.32@gov.in>, "Vineeth KurianMathew" <vineeth.mathew@gov.in>, "Jyoti Sharma" <jyoti.sharma53@gov.in>, "shivb.singh" <shivb.singh@vodafoneidea.com>, "nitin singh" <nitin.singh@vodafoneidea.com>
Sent: Tuesday, May 28, 2024 4:41:42 PM
Subject: Surrender of MW carrier in Karnataka LSA -reg

Sir,

Reference to the above mention subject, please find attached herewith the letter dated 27-05-2024 from WPC Wing.

Thanks & Regards:

Avneesh Kumar, IRRS
Asst. Wireless Adviser, International Mobile Telecommunications (IMT)
WPC Wing, Department of Telecommunications
Ministry of Communications, Government of India
Mob: 7838234046

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 **Surrender of MW carrier in Karnataka LSA VIL.pdf**
51 KB

L-14042/02/2023-IMT-Part (1)
 Government of India
 Ministry of Communications
 Department of Telecommunications
 Wireless Planning & Coordination Wing
 6th floor, Sanchar Bhawan,
 20, Ashoka Road, New Delhi – 110001

Dated: 27-05-2024

To,
 M/s Vodafone Idea Limited,
 Konnectus Tower, Bhav Bhuti Marg
 New Delhi-110 002

Subject: Surrender of Microwave Backbone (MWB) carrier in Karnataka LSA.

Sir,

I am directed to refer to your letter no. VIL/RCA/May/2024/0510-001 dated 10-05-2024 on the subject and to convey that the surrender of Microwave Backbone (MWB) carrier has been accepted and taken on record, as detailed below:

Name of LSA	RF carrier (in MHz)	Bandwidth (in MHz)	Effective date of surrender
Karnataka	7554/ 7708	28	09-06-2024

2. The effective date of surrender i.e. 09-06-2024 shall be considered for computation of necessary spectrum charges.
3. The other terms and conditions of surrender guidelines no. L-14042/01/2022-IMT dated 10-11-2022 shall be applicable.

Signed by Avneesh Kumar (Avneesh Kumar)
 Date: 27-05-2024 18:02:28 Assistant Wireless Adviser
 to the Government of India

Copy to:

1. DDG (WPF), DoT, Sanchar Bhawan, New Delhi, for computation and realization of necessary spectrum charges dues.
2. Director (WMO), Wireless Monitoring Organization (HQ), Pushpa Bhawan, New Delhi – 110 062, for information.



सत्यमेव जयते

File No:1012/01/2024-WR
Government of India
Ministry of Communications
Department of Telecommunications
(Wireless Planning Finance Division – WR Section)

To
 The CGCA,
 NICF Campus,
 Ghitorni, New Delhi – 110047

Dated: xx.05.2024

Sub: Action taken report on the minutes of the Eastern Zone Conference on SUC held on 1st & 2nd March, 2024 – Reg.,

Please find enclosed herewith the "*Final minutes of the Eastern Zone Conference on SUC held on 1st & 2nd March, 2024 at Bihar Circle, Patna*".

2. In this regard, it is requested to obtain the action taken report from the all the Assessing authorities of the Eastern Zone on the issue detailed hereunder:

Sl. No.	Issue	Remarks
1	Recovery of undisputed outstanding SUC dues	Compliance on the action taken/strategy adopted for recovery of undisputed outstanding SUC dues for the FYs not included in Hon'ble Supreme Court AGR judgement & not under 2 nd Moratorium.

3. The consolidated action taken report may be submitted at the earliest.

Signed by Tanvika Singh

Date: 30-05-2024 11:08:02

Ph:011-23036821

Fwd: Floor SUC calculation

From : Christeena Joy <assttcgcarev-dot@gov.in>

Mon, Jun 10, 2024 03:22 PM

Subject : Fwd: Floor SUC calculation

📎 1 attachment

To : dbacca-ap@nic.in, Lopamudra Mohanty <ccaassam@nic.in>, CCA Bihar <cca-bih@nic.in>, CCA CHHATISGARH <cca.cg-dot@nic.in>, CCA DELHI DOT <cca.dl-dot@nic.in>, CCA Gujarat <cca.guj-dot@nic.in>, CCA HARYANA <cca.amb-dot@gov.in>, MAYANK NEGI <cca-telecom-hp@nic.in>, CCA JK <ccaajk@nic.in>, Dipankar Mahto <cca.jh-dot@nic.in>, AJAY KUMAR <cca.ka-dot@nic.in>, Ranganath Shyam <ccatrivandrum@nic.in>, CCA Ccokol <cca@ccakolkata.gov.in>, HARI GOVIND SINGH DHAKAD <cca.mp-dot@nic.in>, CCA MH Goa <cca.mhgoa-dot@gov.in>, Anil PratapSalunke <salunke.anil@gov.in>, CCA NE One CIRCLE <cca-necircle@gov.in>, K SAJAL <k.sajal92@gov.in>, Controller Dept of Telecommunication <ccaodisha.dot@nic.in>, CCA Punjab <cca.pb-dot@nic.in>, SHYAM LAL MEENA <s_lmeena@nic.in>, ccatn-tn@nic.in, CCA Telangana <ccahyd.ts-dot@gov.in>, Sangeet Kumar <cca.upeast@gov.in>, Nirdosh Kumar Yadav <ccaupwest.me-up@nic.in>, BB Joshi <jtcca.ddn-dot@nic.in>, CCA WB <ccawbc-dot@nic.in>, G Venkata Bhavani <aolf.ccaap-dot@gov.in>, CCA, AP <cca-ap@nic.in>, ccaassam <ccaassam@gmail.com>, lfsectionccabihar <lfsectionccabihar@gmail.com>, CCA Delhi <ccadelhi@gmail.com>, CCA Delhi <revenue.ccadelhi@gmail.com>, Sumen Das <sumen.das@gov.in>, Hardik Patel <hardik.patel89@gov.in>, CCA HARYANA <ccaharyana@gmail.com>, CCA-HR-REV <aorevcca.amb-dot@gov.in>, Mukesh Kumar <kumar.mukesh1982@gov.in>, Lekh Raj <lekhraj.19@gov.in>, Mukesh KumarMorey <mukesh.morey@gov.in>, AO LF <cao.lfjk@nic.in>, Samir Sathua <samir.sathua@gov.in>, Geethanjali H.C <aolf.ccakar-dot@gov.in>, Mrudula CV <mrudhula.cv@gov.in>, PR CCA KOLKATA <pccakolkata@gmail.com>, AO LF <aolicensefee@ccakolkata.gov.in>, Chetram Meena <dyccalfdot-mp@nic.in>, cca mhgoa <cca.mhgoa@gmail.com>, Bhama R <bhama.r97@gov.in>, CCA Mumbai <ccamumbai@gmail.com>, CCA NORTHEAST <ccanortheast@gmail.com>, KISHUR KUMAR <kishur.hazarika@gov.in>, ccane2dimapur

<ccane2dimapur@gmail.com>, JOTHIMANICKAM.R
<jothimanickam.r@gov.in>, NALINI NATUA
<nalini.natua83@gov.in>, CCA Rajasthan <cca-jaip-rj-
dot@nic.in>, cca revenue-rj <cca.revenue-
rj@gov.in>, CCA Tamilnadu <ccatn.tn@nic.in>,
Sreedhevi K M <sreedhevi.sundar@gov.in>, S Meenal
<meenal.s@gov.in>, cca telangana
<ccalfhyd@gmail.com>, caolfccaupe
<caolfccaupe@gmail.com>, CCA UP, (W) MEERUT
<ccaupwest@gmail.com>, CCA Dehradun <ccaddn-
dot@nic.in>, ccadehradun
<ccadehradun@rediffmail.com>, BB Joshi <jtcca.ddn-
dot@gov.in>, Surjit Padhi <ccacg-lf.dot@gov.in>,
Deputy Controller of Communication Accounts
<dyccalfuso.ccatn@nic.in>, Sushanta KumarGiri
<sushanta.giri@gov.in>, Revenue Section CCA Punjab
<lfs.ccapb-dot@gov.in>, Abhilash S B. <dycca.kar-
dot@nic.in>

Cc : Ashish Joshi <jtgcarev-dot@gov.in>, Pratima Singh
<dycgcarev-dot@gov.in>, G Sessa
<gssn.bharadwaj@gov.in>, Deepa Gurnani
<deepa.gurnani05@gov.in>

Sir/ Madam

Kindly find enclosed herewith WPF Wing Letter No. 1000/10/2022- WR dated 10.06.2024 regarding clarification on Floor SUC calculation for further necessary action at your end please.

With regards,

Christeena Joy
Asstt.CGCA(Revenue)
O/o CGCA, NICF Campus,
New Delhi 110047

From: "Tanvika Singh" <singh.tanvika@gov.in>
To: "Dipankar Mahto" <Cca.jh-dot@nic.in>
Cc: "Christeena Joy" <assttgcarev-dot@gov.in>, "Pratima Singh" <dycgcarev-dot@gov.in>, "Ashish Joshi" <ashish.joshi@nic.in>, "CGCA" <cgca-dot@gov.in>, "Shivendu Gupta" <shivendu.gupta@gov.in>, "HITHENDRA CHARY" <wfp.wr-dot@gov.in>
Sent: Monday, June 10, 2024 12:30:49 PM
Subject: Floor SUC calculation

Respected Sir,

With reference to your Lr. No.JKDC-118/CCA-SUC/Misc. Corr/2021-22/1180, dated 05.03.2024, Kindly find attached the Lr no 1000/10/2022-WR dated 10.06.2024 for necessary action.

With regards,
Tanvika Singh,
Director (WR)
WPF Wing, DoT HQ
New Delhi-110 001



 **Clarification wrt Floor amount calculation.pdf**
93 KB



File No:1000/10/2022-WR
 Government of India
 Ministry of Communications
 Department of Telecommunications
 (Wireless Planning Finance Division – WR Section)

To
 The CCA,
 Jharkhand Circle,
 CTO Building, Shaheed Chowk,
 RANCHI-834001.

Dated: xx.05.2024

Sub: Clarification on Floor SUC calculation – Reg.,
 Ref: O/o CCA, Jharkhand Lr. No.JKDC-118/CCA-SUC/Misc. Corr/2021-22/1180,
 dated05.03.2024.

Please refer to the letter cited above seeking clarification on Floor SUC calculation.

2. The issue was examined and clarification on Floor SUC calculation is given hereunder:
 - i. It is to state that as per prevailing practice, spectrum in a band acquired either through an Auction or through trading until next round of spectrum auction for the same band, **are treated equally**.
 - ii. The Auction of BWA spectrum in 2300 MHz band was initially conducted in 2010 and next round of auction in this band was conducted in year 2016. Hence, the BWA spectrum traded in June-2016 shall be treated at par with BWA spectrum of 2010.
 - iii. In view of above, while calculating floor amount of SUC, the spectrum traded in June-2016 shall be excluded, as illustrated in Annexure-II of the SUC order dated 12.08.2016.
3. In view of the above, all the SUC assessments may be carried out in line with this clarification and the extant guidelines/clarifications issued from time to time.

This is issued with the approval of the Competent Authority.

Signed by Tanvika Singh
 Director (WR)
 Date 10-06-2024 12:22:35

Copy to: The CGCA, NICF Campus, Ghitorni, New Delhi – 110047 with a request to circulate the same to all Assessing Authorities.

No. L-14042/02/2023-IMT-Part (1)
 Government of India
 Ministry of Communications
 Department of Telecommunications
 Wireless Planning & Coordination Wing
 6th floor, Sanchar Bhawan,
 20, Ashoka Road, New Delhi – 110001

Dated: 24-06-2024

To,
 M/s Vodafone Idea Limited,
 Konnectus Tower, Bhav Bhuti Marg
 New Delhi-110 002

Subject: Surrender of Microwave Backbone (MWB) carrier in UP (West) and Madhya Pradesh LSA.

Sir,

I am directed to refer to your letter no. VIL/RCA/May/2024/0521-002-003 dated 21-05-2024 on the subject and to convey that the surrender of Microwave Backbone (MWB) carrier has been accepted and taken on record, as detailed below:

Name of LSA	RF carrier (in MHz)	Bandwidth (in MHz)	Effective date of surrender
Uttar Pradesh (West)	7442/ 7596	28	20-06-2024
Madhya Pradesh	7470/ 7624	28	20-06-2024

2. The effective date of surrender i.e. 20-06-2024 shall be considered for computation of necessary spectrum charges.

3. The other terms and conditions of surrender guidelines no. L-14042/01/2022-IMT dated 10-11-2022 shall be applicable.

(Avneesh Kumar)
 Signed by Avneesh Kumar, Assistant Wireless Adviser
 Date: 24-06-2024 16:13:05 the Government of India

Copy to:

1. DDG (WPF), DoT, Sanchar Bhawan, New Delhi, for computation and realization of necessary spectrum charges dues.
2. Director (WMO), Wireless Monitoring Organization (HQ), Pushpa Bhawan, New Delhi – 110 062, for information.

Surrender of MW carrier in UP (W) and MP LSAs of M/s.VIL - reg

ME Me <assttcgcarev-dot@gov.in>

Thu, 27 Jun 2024 11:46:24 AM +0530 •

To "dbacca-ap" <dbacca-ap@nic.in>, "Lopamudra Mohanty" <ccaassam@nic.in>, "CCA Bihar" <cca-bih@nic.in>, "CCA CHHATISGARH" <cca.cg-dot@nic.in>, "CCA DELHI DOT" <cca.dl-dot@nic.in>, "CCA Gujarat" <cca.guj-dot@nic.in>, "CCA HARYANA" <cca.amb-dot@gov.in>, "MAYANK NEGI" <cca-telecom-hp@nic.in>, "CCA JK" <cca.jk@nic.in>, "Dipankar Mahto" <cca.jh-dot@nic.in>, "AJAY KUMAR" <cca.ka-dot@nic.in>, "Ranganath Shyam" <ccatrivandrum@nic.in>, "CCA CcakoI" <cca@ccakolkata.gov.in>, "HARI GOVIND SINGH DHAKAD" <cca.mp-dot@nic.in>, "CCA MH Goa" <cca.mhgoa-dot@gov.in>, "Anil PratapSalunke" <salunke.anil@gov.in>, "CCA NE One CIRCLE" <cca-necircle@gov.in>, "K SAJAL" <k.sajal92@gov.in>, "Controller Dept of Telecommunication" <ccaodisha.dot@nic.in>, "CCA Punjab" <cca.pb-dot@nic.in>, "SHYAM LAL MEENA" <s_lmeena@nic.in>, "ccatn-tn" <ccatn-tn@nic.in>, "CCA Telangana" <ccaahyd.ts-dot@gov.in>, "Sangeet Kumar" <cca.upeast@gov.in>, "Nirdosh Kumar Yadav" <ccaupwest.me-up@nic.in>, "BB Joshi" <jtcca.ddn-dot@nic.in>, "CCA WB" <ccawbc-dot@nic.in>, "G Venkata Bhavani" <aolf.ccaap-dot@gov.in>, "CCA, AP" <cca-ap@nic.in>, "ccaassam" <ccaassam@gmail.com>, "lfsectionccabihar" <lfsectionccabihar@gmail.com>, "CCA Delhi" <ccadelhi@gmail.com>, "CCA Delhi" <revenue.ccadelhi@gmail.com>, "Sumen Das" <sumen.das@gov.in>, "Hardik Patel" <hardik.patel89@gov.in>, "CCA HARYANA" <ccaharyana@gmail.com>, "CCA-HR-REV" <aorevcca.amb-dot@gov.in>, "Mukesh Kumar" <kumar.mukesh1982@gov.in>, "Lekh Raj" <lekhraj.19@gov.in>, "Mukesh KumarMorey" <mukesh.morey@gov.in>, "AO LF" <cao.lfjk@nic.in>, "Samir Sathua" <samir.sathua@gov.in>, "Geethanjali H.C" <aolf.ccaakar-dot@gov.in>, "Mrudula CV" <mrudhula.cv@gov.in>, "PR CCA KOLKATA" <pccakolkata@gmail.com>, "AO LF" <aolicensefee@ccakolkata.gov.in>, "Chetram Meena" <dyccalfdot-mp@nic.in>, "cca mhgoa" <cca.mhgoa@gmail.com>, "Bhama R" <bhama.r97@gov.in>, "CCA Mumbai" <ccamumbai@gmail.com>, "JOTHIMANICKAM.R" <jothimanickam.r@gov.in>, "NALINI NATUA" <nalini.natua83@gov.in>, "CCA Rajasthan" <cca-jaip-rj-dot@nic.in>, "cca.revenue-rj" <cca.revenue-rj@gov.in>, "CCA Tamilnadu" <ccatn.tn@nic.in>, "Sreedhevi K M" <sreedhevi.sundar@gov.in>, "S Meenal" <meenal.s@gov.in>, "cca telangana" <ccalfhyd@gmail.com>, "caolfccaupe" <caolfccaupe@gmail.com>, "CCA UP, MEERUT (W)" <ccaupwest@gmail.com>, "CCA Dehradun" <ccaddn-dot@nic.in>, "ccadehradun" <ccadehradun@rediffmail.com>, "BB Joshi" <jtcca.ddn-dot@gov.in>, "Surjit Padhi" <ccacg-lf.dot@gov.in>, "Deputy Controller of Communication Accounts" <dyccalfuso.ccatn@nic.in>, "Sushanta KumarGiri" <sushanta.giri@gov.in>, "Revenue Section CCA Punjab" <ifs.ccapb-dot@gov.in>, "Abhilash S B" <dycca.kar-dot@nic.in>, "ccane2dimapur" <ccane2dimapur@gmail.com>

Cc "Ashish Joshi" <jtccgcarev-dot@gov.in>, "Pratima Singh" <dyccgcarev-dot@gov.in>, "G Sesha" <gssn.bharadwaj@gov.in>

Respected Sir/ Madam

Kindly find enclosed herewith WPF Wing Letter No.L-14042/02/2023-IMT-Part (I), dated 24.06.2024 regarding surrender of MWB carriers of M/s. Vodafone Idea Ltd in Madhya Pradesh & UP (W) LSAs for further necessary action at your end please.

With regards,

Christeena Joy
Asstt.CGCA(Revenue)
O/o CGCA, NICF Campus,
New Delhi 110047

From: "HITHENDRA CHARY" <wpf.wr-dot@gov.in>
To: "Christeena Joy" <assttcgcarev-dot@gov.in>, "Deepa Gurnani" <deepa.gurnani05@gov.in>
Cc: "CGCA" <cgca-dot@gov.in>, "SRIKANTA PANDA" <addcgca-dot@gov.in>, "Ashish Joshi" <jtcgcarev-dot@gov.in>, "Pratima Singh" <dycgcarev-dot@gov.in>, "Shivendu Gupta" <shivendu.gupta@gov.in>, "Tanvika Singh" <singh.tanvika@gov.in>
Sent: Tuesday, June 25, 2024 9:42:53 AM
Subject: Fwd: Surrender of MW carrier in UP (W) and MP LSAs of M/s.VIL - reg

Sir/Madam,

Please find enclosed herewith the Lr.No.L-14042/02/2023-IMT-Part (I), dated 24.06.2024 regarding surrender of MWB carriers of M/s.Vodafone Idea Ltd in Madhya Pradesh & UP (W) LSAs.

It is requested to circulate the same to the Assessing Authorities for further necessary action.

Regards,

AO (WR),
WPF Wing - WR Section,
Department of Telecommunications,
Room No.800,
Sanchar Bhawan, New Delhi-110001
Tel: 011-23036821

From: "Shivendu Gupta" <shivendu.gupta@gov.in>
To: "Tanvika Singh" <singh.tanvika@gov.in>
Cc: "HITHENDRA CHARY" <wpf.wr-dot@gov.in>
Sent: Tuesday, June 25, 2024 9:20:54 AM
Subject: Fwd: Surrender of MW carrier in UP (W) and MP LSAs- reg

Please circulate and upload in SARAS as well

From: "Avneesh Kumar" <avneesh.86@gov.in>
To: "sanjeev arora" <sanjeev.arora@vodafoneidea.com>, "gagandeep bajaj" <gagandeep.bajaj@VodafoneIdea.com>, "shivb singh" <shivb.singh@vodafoneidea.com>, "nitin singh" <nitin.singh@vodafoneidea.com>
Cc: "Shivendu Gupta" <shivendu.gupta@gov.in>, "Narendra Bharti" <narendra.bharti@nic.in>, "Bhagirath" <bhagirath.32@gov.in>, "Vineeth KurianMathew" <vineeth.mathew@gov.in>, "Jyoti Sharma" <jyoti.sharma53@gov.in>, "Arvind Shukla" <arvind.shukla72@gov.in>
Sent: Monday, June 24, 2024 6:19:52 PM
Subject: Surrender of MW carrier in UP (W) and MP LSAs- reg

Sir,

Reference to the above mention subject matter, please find attached herewith the letter dated 24-06-2024 from WPC Wing, DoT.

Thanks & Regards:

Avneesh Kumar, IRRS
Asst. Wireless Adviser, International Mobile Telecommunications (IMT)
WPC Wing, Department of Telecommunications
Ministry of Communications, Government of India
Mob: 7838234046

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📄 1 Attachment(s) • [Download as Zip](#)



Surrender of MW carrier in UPWpdf
51.4 KB • 🔒



File No: AS-13/5/2019-Office of DIR(AS-V)-Part(1)
Government of India
Ministry of Communications
Department of Telecommunications
(Wireless Planning Finance Division – WR Section)

To
 Vodafone Idea Limited,
 7th Floor, Konnectus Tower-3,
 Bhavbhuti Marg, New Delhi – 110002

Dated: xx.06.2024

Sub: Adjustment of Rs.755.52 crores pursuant to Hon'ble TDSAT order dated 10.04.2024 in MA No.19/2024 in TP No.30 of 2019 – Reg.,
Ref: Your Lr. No.VIL/RCA/June/2024/0626-001, dated 26.06.2024.

Please refer to the letter cited above wherein it was requested to adjust Rs.755.52 crores towards LF & SUC dues of Q-2 of FY 2023-24 of M/s.VIL as per the circle wise details given in the Annexure.

2. Hence, in view of the Hon'ble TDSAT order dated 10.04.2024 in MA No.19/2024 in TP No.30 of 2019 wherein directions have been issued to adjust Rs.755.52 crores towards LF & SUC dues of Q-2 of FY 2023-24 of M/s.VIL and request submitted by M/s.VIL vide letter cited above. The Department has adjusted the amount of Rs.755.52 crores towards LF & SUC payable for Q-2 of 2023-24.
3. The details of Circle wise adjustments of Rs.755.52 crores are given in the Annexure enclosed.
4. Further, in view of the Hon'ble TDSAT order dated 10.04.2024, the Lr. No.AS-13/5/2019- Office of DIR(AS-V)- Part(1), dated 27.12.2023 may be treated as withdrawn.
5. Please note that this adjustment of Rs.755.52 Crores towards the liabilities shall be subject to the outcome of TP-30 of 2019.

This issues with the approval of the competent authority.

Director (WR)
 Ph:011-23036821

Copy to:

1. DDG (AS), AS Wing, DoT, Sanchar Bhawan, New Delhi for information.
2. Sr. DDG (LFA), DoT, Sanchar Bhawan, New Delhi for information.
3. CGCA, NICF Campus, Ghitorni, New Delhi for kind information and action to be taken in accordance with this office Lr. No.AS-13/5/2019-Office of DIR(AS-V)-Part(1), dated

Signed by Janvika Singh
 Date: 28-06-2024 12:20:53

Annexure
Details of adjustments made towards LF & SUC for Q2 (July-2023 to September-2023) of 2023-24

Name of Circle (Service Area)	SUC Amount	LF Amount
Andhra Pradesh	68,626,418	328,749,277
Assam	21,685,122	40,064,893
Bihar	23,346,957	73,824,371
Delhi	68,725,368	274,901,475
Gujarat	-	643,663,433
Haryana	23,312,731	121,896,627
Himachal Pradesh	-	9,576,425
Jammu & Kashmir	3,092,850	6,064,410
Karnataka	45,519,878	212,958,499
Kerala	-	495,581,511
Kolkata	35,435,116	154,907,617
Maharashtra & Goa	-	671,857,618
Madhya Pradesh	63,046,806	321,257,611
Mumbai	-	352,204,826
North East	10,667,207	18,471,353
Odisha	14,460,895	25,823,029
Punjab	50,741,870	195,161,041
Rajasthan	41,526,621	220,519,381
Tamil Nadu	-	482,495,656
UP East	46,534,018	207,973,265
UP West	62,228,285	307,300,174
West Bengal	45,649,221	240,259,058
NLD		1,438,201,554
ILD		86,887,533
ISP		-
YBB		-
Total	624,599,363	6,930,600,637
Total in crores	62.46	693.06



Without Prejudice

VIL/RCA/June/2024/0626-001
26th June, 2024

DDG - WPF
Department of Telecommunications
Sanchar Bhawan, 20, Ashoka Road,
New Delhi - 110001

Kind Attention: - Shri Shivendu Gupta

Subject - "Adjustment of RS 755.52 crores - order dated 10.04.2024 passed by Hon'ble TDSAT in M.A. No. 114/2023 and M.A. No. 19 /2024 in TP No 30/2019.

Reference:

1. TDSAT order dated 15.12.2023
2. Our letter no - VIL/RCA/January/2024/0112-002 dated 11.01.2024
3. Our letter no - VIL/RCA/January/2024/0112-003 dated 12.01.2024
4. DoT letter no 1-14/2024/LFA-VIL dated 25.01.2024
5. Our letter no - VIL/RCA/January/2024/0129-001 dated 29.01.2024
6. TDSAT Order dated 10.04.2024
7. Our letter no. VIL/RCA/April/2024/0416-001 dated 16.04.2024
8. Our letter no. VIL/RCA/April/2024/0416-002 dated 16.04.2024

Respected Sir,

In continuation to our earlier letter dated 16th April, 2024 where we have drawn your kind attention to the Hon'ble TDSAT order dated 10.04.2024 and informed you that in view of the above-mentioned order, all LF and SUC dues for Q2 (July 23 - Sep 23) stand fully paid, we hereby submit the details of circle - wise LF and SUC adjustments as Annexure - I.

It may kindly be noted that these details were earlier also submitted to DoT vide our letter dated 11.01.2024.

We request you to kindly acknowledge the above adjustments and take them on record.

Thanking you -

For Vodafone Idea Limited


Gagan Deep Bajaj
Vice President - Regulatory and Corporate Affairs

Vodafone Idea Limited
An Aditya Birla Group & Vodafone partnership
7th Floor, Konnectus Tower 3, Bhavbhuti Marg,
Opposite New Delhi Railway Station (Ajmeri Gate Side),
New Delhi - 110 002, India
T : +91 11 2321 0134/ 0135/0136 | F: +91 11 23210138

Registered Office:
Suman Tower, Plot no. 18, Sector 11,
Gandhinagar - 382011, Gujrat.
T: +91 79667 14000 | F: +91 79 2323 2251
CIN: L32100GJ1996PLC030976

myvi.in

Name of Circle (Service Area)	Total Dues	License Fee				Total dues (90% + Interest)	Total Dues	PMT 10% on 13.12.2023	Spectrum Usage Charges			Total dues (90% + Interest)
		Principal 10%	Balance dues 90%	Interest	Adjusted + Paid				Balance 90% Principal SUC	Adjusted	SUC Interest	
	A	B	C	D	E = C + D	F	G	H	I	J	K = H + I + J	
IN27 Andhra Pradesh	355,276,975	36,527,698	328,749,277	6,629,689	337,378,966	76,251,568	7,629,156	0	68,626,412	1,801,443	70,427,865	
IN12 Assam	44,516,548	4,451,655	40,064,893	1,051,708	41,116,601	24,094,581	2,409,459	0	21,685,122	589,294	22,274,316	
IN14 Bihar	82,027,079	8,202,708	73,824,371	1,937,890	75,762,261	25,941,064	2,594,107	0	23,346,957	612,857	23,959,814	
IN00 Delhi	305,446,083	30,544,608	274,901,475	7,216,154	282,117,629	76,961,510	7,696,152	0	69,275,368	1,804,040	70,579,408	
IN08 Gujarat	715,181,592	71,518,159	643,663,433	15,896,156	660,559,589	160,021,881	16,002,188	0	144,019,692	3,780,517	147,800,210	
IN09 Haryana	135,440,697	13,544,070	121,896,627	3,199,786	125,096,413	23,903,034	2,390,303	0	23,312,731	611,880	23,924,611	
IN15 Himachal Pradesh	10,640,472	1,064,047	9,576,425	251,981	9,828,406	5,533,045	5,533,045	0	-	-	-	
IN18 Jammu & Kashmir	6,738,293	673,823	6,064,470	159,191	6,223,661	3,436,489	343,649	0	3,092,850	81,187	3,174,037	
IN25 Karnataka	236,620,555	23,662,056	212,958,499	5,590,161	218,548,660	50,577,643	5,057,765	0	45,519,878	1,194,896	46,714,774	
IN04 Kerala	590,646,123	59,064,612	495,581,511	13,009,015	508,590,526	121,142,147	12,114,215	0	109,027,935	2,861,984	111,889,919	
IN03 Kolkata	172,119,574	17,211,957	154,907,617	4,066,335	158,973,942	39,372,952	3,937,286	0	35,435,116	930,171	36,365,287	
IN06 Maharashtra & Goa	746,508,464	74,650,846	671,857,618	17,686,262	689,493,890	178,228,896	17,822,889	0	160,406,001	4,210,658	164,616,659	
IN13 Madhya Pradesh	356,952,901	35,695,290	321,257,611	8,493,012	329,690,623	70,052,007	7,005,201	0	63,046,806	1,654,978	64,701,784	
IN05 Mumbai	391,338,696	39,133,870	352,204,826	9,245,377	361,450,203	105,661,448	10,566,145	0	95,095,305	2,496,251	97,591,556	
IN16 North East	20,523,725	2,052,373	18,471,353	484,873	18,956,226	11,852,452	1,185,245	0	10,667,207	280,019	10,947,220	
IN17 Odisha	28,692,255	2,869,226	25,823,029	677,855	26,500,884	16,057,662	1,606,767	0	14,460,895	379,598	14,840,493	
IN29 Punjab	216,845,601	21,684,560	195,161,041	5,122,977	200,284,018	56,379,856	5,637,986	0	50,741,870	1,331,974	52,073,844	
IN10 Rajasthan	245,021,594	24,502,153	220,519,381	5,788,634	226,308,015	50,229,414	5,022,941	0	39,798,952	1,186,670	40,985,622	
IN07 Tamil Nadu	595,106,284	59,510,628	482,495,656	12,665,511	495,161,167	144,078,564	14,407,856	0	129,670,704	3,408,856	133,079,564	
IN11 UP East	231,081,405	23,108,141	207,973,265	5,459,288	213,432,553	51,704,465	5,170,447	0	46,534,018	1,221,518	47,755,536	
IN31 UP West	341,444,638	34,144,464	307,300,174	8,056,630	315,356,804	69,142,539	6,914,254	0	62,228,285	1,633,492	63,861,777	
IN28 West Bengal	266,954,809	26,695,481	240,259,328	6,306,800	246,566,128	50,721,357	5,072,136	0	45,649,221	1,198,292	46,847,513	
IN30 NLD	1,598,001,727	159,800,173	1,438,201,554	37,732,791	1,475,934,345	-	-	0	-	-	-	
IN50 ILD	96,541,703	9,654,170	86,887,533	2,280,798	89,168,331	-	-	0	-	-	-	
IN82 ISP	566,543	56,654	509,889	12,654	522,543	-	-	0	-	-	-	
IN07 VSB	184,227	18,422	165,805	4,199	170,004	-	-	0	-	-	-	
Total	7,701,418,445	770,817,508	6,930,600,937	181,928,268	7,112,528,905	1,412,753,994	146,255,142	641,899,489	624,592,957	33,245,589	1,299,744,441	

Kindly refer to column C and I for total adjustment against TDSAT order dated 10.04.2024



File No: AS-13/5/2019-Office of DIR(AS-V)-Part(1)
Government of India
Ministry of Communications
Department of Telecommunications
(Wireless Planning Finance Division – WR Section)

To
 The CGCA,
 NICF Campus,
 Ghitorni, New Delhi – 110047

Dated: xx.06.2024

Sub: Adjustment of Rs.755.52 crores pursuant to Hon'ble TDSAT order dated 10.04.2024 in MA No.19/2024 in TP No.30 of 2019 – Reg.,
Ref: VIL Lr. No.VIL/RCA/June/2024/0626-001, dated 26.06.2024

Please refer to Lr. No.AS-13/5/2019-Office of DIR(AS-V)-Part(1), dated 02.01.2024 wherein the details of adjustment of Rs.755.52 crores against outstanding SUC dues of M/s. VIL for FY 2019-20 to 2021-22 and Q2 of 2023-24 at PAO, DoT HQ (Circle wise & year wise details were also provided in Annexure) were communicated in view of the interim order dated 15.12.2023 issued by Hon'ble TDSAT in MA No.114/2023 in TP No.30/2019.

2. Also, refer to Lr. No.1012/02/2023-WR, dated 10.02.2024 wherein Assessing Authorities were requested to maintain status-quo on the instructions issued in the letter dated 02.01.2024 cited above until further orders.
3. Subsequently, Hon'ble TDSAT vide order dated 10.04.2024 in MA No.19/2024 in TP No.30 of 2019 issued directions to adjust Rs.755.52 crores towards LF & SUC dues of Q-2 of FY 2023-24 of M/s. VIL.
4. In view of the Hon'ble TDSAT order dated 10.04.2024, the Lr. No.AS-13/5/ 2019-Office of DIR(AS-V)- Part(1), dated 02.01.2024 and Lr. No.1012/02/2023-WR, dated 10.02.2024 may be treated as withdrawn.
5. Further, as per the request from M/s. VIL vide letter cited under reference (copy enclosed), the details of the circle wise adjustments to be done towards SUC dues of Q-2 of FY 2023-24 of M/s. VIL are given in the Annexure enclosed.
6. In this regard, it is requested to issue instructions to Assessing Authorities to update the payment details as given in the Annexure in SARAS towards SUC dues of Q-2 of FY 2023-24 of M/s.VIL. The date of credit may be taken as 15.12.2023.
7. Assessing Authorities may also be requested **not to make any Transfer entry/Journal entry/Accounting entry for these amounts**, as the same has been done centrally at DoT Hq.

This issues with the approval of the competent authority.

Signed by Tanvika Singh
 Date: 28-06-2024 12:23:24
 Director (WR)
 Ph:011-23036821

Copy to: DDG (AS), AS Wing, DoT, Sanchar Bhawan, New Delhi for information.

Annexure

**Details of payments to be updated in SARAS towards SUC for
Q2 (July-2023 to September-2023) of 2023-24**

Name of Circle (Service Area)	Amount to be updated as payment towards SUC
Andhra Pradesh	68,626,418
Assam	21,685,122
Bihar	23,346,957
Delhi	68,725,368
Gujarat	-
Haryana	23,312,731
Himachal Pradesh	-
Jammu & Kashmir	3,092,850
Karnataka	45,519,878
Kerala	-
Kolkata	35,435,116
Maharastra & Goa	-
Madhya Pradesh	63,046,806
Mumbai	-
North East	10,667,207
Odisha	14,460,895
Punjab	50,741,870
Rajasthan	41,526,621
Tamil Nadu	-
UP East	46,534,018
UP West	62,228,285
West Bengal	45,649,221
Total	62,45,99,363
Total in crores	62.46



सत्यमेव जयते

File No:1034/03/2023-WR
Government of India
Ministry of Communications
Department of Telecommunications
(Wireless Planning Finance Division – WR Section)

To
 The CGCA,
 NICF Campus,
 Ghitorni, New Delhi – 110047

Dated: xx.06.2024

Sub: Implementation of Hon'ble TDSAT orders in various Court cases filed by M/s.Bharti Airtel – reg.,

This is regarding Telecom Petitions filed by M/s Bharti Airtel in Hon'ble TDSAT during year 2024 disputing the demand notes issued by different Assessing Authorities.

2. The details of the court cases filed by M/s Bharti Airtel and their contentions are detailed hereunder:

Court case No.	Contention of M/s Bharti Airtel
TP No.19/2024	Revenue from "sale/lease of bandwidth Leased line" to be treated as wireline revenue instead of miscellaneous revenue.
TP No.22/2024	In cases of sharing SUC rate of 0.5% should be added on the band in which sharing is taking place instead of charging on overall weighted average
TP No 31/ 2024	Combining/ clubbing the Spectrum acquired by Telenor in auction pursuant to 2012 NIA with the Airtel's administratively allotted spectrum for the purpose of calculating the Weighted Average SUC Rate.
MA No.194/2024 in TP No.28/2016	SUC rate for 3G (2100 MHz) spectrum should be charged @ 3% instead of 5% in cases of expiry of Administratively allotted spectrum

3. Further, in light of the above litigations, Assessing Authorities may be instructed to do the following with respect to FYs not included in AGR judgement of M/s BAL:

- a. Consider M/s BAL SUC payment of Rs 83.71 crores towards SUC for the period FY 2019-20 to FY 2021-22 for certain circles for determining the Outstanding SUC dues of BAL. (Copy of Lr. No.RP/FY 24-25/082/381, dated 05.06.2024 of M/s.Airtel enclosed for reference)
- b. Ascertain the amount under litigation and amount without dispute for M/s.BAL (as detailed in Annexure-1) for the FYs not included in Hon'ble Supreme Court AGR judgement. Any other ongoing litigation may also be incorporated.

- c. Not to take coercive action on the amount under litigation in SUC demand notes for the FYs not included in Hon'ble Supreme Court AGR judgement.
- d. Accordingly, the Proforma-I & II with respect to outstanding SUC dues of M/s BAL may be updated and sent by **15.07.2024**.
- e. With respect to SUC dues without dispute, action may be initiated to realise these dues in accordance with UL/UASL agreement except
 - (i) Dues covered in AGR judgment of Hon'ble SC
 - (ii) Sub judice dues (i.e. pending court cases)
 - (iii) Dues covered under 2nd moratorium offered by DoT and accepted by Licensee
 - (iv) Pending Appeals

This is issued with the approval of the Competent Authority.

Signed by Tanvika Singh

Date: 28-06-2024 11:30:28

Director (WR)

Ph:011-23036821

Copy to: **The Director (SF), WPF wing, DoT, Sanchar Bhawan, New Delhi-1**

Annexure-1***Methodology for calculating amount without any dispute and amount under litigation for M/s.BAL***

Sl. No	Telecom Petition No. in Hon'ble TDSAT	Amount without any dispute	Amount under litigation
1	TP No.19/2024	SUC amount assessed by treating revenue from sale/lease of bandwidth on actual basis as submitted by the operator as part of Item No.1	Difference b/w assessed SUC amount treating revenue from sale/lease of bandwidth as miscellaneous revenue (Item No.8) and assessed SUC amount treating revenue from sale/lease of bandwidth on actual basis as submitted by the operator as part of Item No.1. Please refer Illustration-1
2	TP No.22/2024	SUC amount assessed by applying Additional sharing rate of 0.5% on band in which sharing is taking place.	Difference b/w assessed SUC amount post application of additional SUC @ 0.5% on overall WAR (subject to minimum of 3% prior to addition of 0.5%) and the SUC @0.5% on specific band. Please refer Illustration-2
3	TP No.31/2024	SUC amount assessed by not clubbing administratively allotted spectrum to one entity & 1800 MHz band spectrum allotted in 2012 auction to other entity post merger of M/s.Airtel & M/s Telenor to arrive at WAR SUC and considering SUC rate for respective spectrum holdings as it was pre-merger of these entities.	Difference b/w assessed SUC amount by clubbing administratively allotted spectrum to one entity & 1800 MHz band spectrum allotted in 2012 auction to other entity post merger of M/s.Airtel & M/s.Telenor and SUC amount assessed by not clubbing administratively allotted spectrum to one entity & 1800 MHz band spectrum allotted in 2012 auction to other entity post merger of M/s.Airtel / M/s.Telenor to arrive at WAR SUC and considering SUC rate for respective spectrum holdings as it was pre-merger of these entities Please refer Illustration-3
4	MA No.194/2024 in TP No.28/2016	SUC amount assessed by applying SUC rate for 2100 MHz Spectrum acquired in 2010 as 3% in case administratively allotted spectrum has expired.	Difference b/w assessed SUC amount by applying SUC rate of 5% for 2100 MHz Spectrum acquired in 2010 and the assessed SUC amount by applying 3% SUC rate for the above spectrum. Please refer Illustration-4

In case of multiple litigations w.r.t in a particular FY, for instance, M/s.BAL has litigations- TP-31/2024 & TP-28/2016 for FY 2019-20 in a particular circle, the circle shall calculate amount without any dispute:

(i) by not clubbing administratively allotted spectrum to one entity & 1800 MHz band spectrum allotted in 2012 auction to other entity post merger of M/s Airtel/M/s Telenor to arrive at WAR SUC and considering SUC rate for respective spectrum holdings as it was pre-merger of these entities,

and

(ii) by applying SUC rate for 2100 MHz Spectrum acquired in 2010 as 3% in case administratively allotted spectrum has expired

Amount under litigation in this case will be total outstanding SUC as per Assessing Authority minus total amount without any dispute. Any other ongoing litigation may also be incorporated.

Illustrations for calculating "Amount under Litigation" and "amount without any dispute"

Illustration-1: Calculate SUC dues without dispute and SUC dues under litigation for TP No.19/2024 for the case given below:

For instance, in a certain circle, TSP A has the following spectrum holding:

- 10 MHz in 2300 MHz band acquired in 2010 auction.
- 5MHz in 2100 MHz band acquired in 2015 auction
- 5 MHz in 1800 MHz band acquired in 2016 auction
- AGR (SUC) as per TSP-A is Rs.900 cr. (excluding revenue from sale/lease of bandwidth etc),
- AGR (SUC) as per DoT is Rs.1000 cr. (including proportionate revenue from sale/lease of bandwidth etc)

Procedure:

a. To arrive at the SUC dues without any dispute, SUC WAR shall be calculated as follows:

Scenario-1 WAR as per TSP						
Sl. No.	Auction	Band	Quantum	Total Quantum	Rates	Product
1	2010	2300	10	10	1%	10%
2	2015	2100	5	10	5%	50%
3	2016	1800	5	10	3%	30%
	Total		Total	30		90%
			Rounded off WAR	3%		

SUC Dues without dispute = Rs.900 cr * 3% = Rs.27 cr.

b. To arrive at the SUC dues under litigation, SUC WAR is calculated as follows:

Scenario-2 WAR as per DoT						
Sl. No.	Auction	Band	Quantum	Total Quantum	Rates	Product
1	2010	2300	10	10	1%	10%
2	2015	2100	5	10	5%	50%
3	2016	1800	5	10	3%	30%
			Total	30		90%
			Rounded off WAR	3%		

SUC Dues as per DoT = Rs.1000 cr * 3% = Rs.30 Cr.

Accordingly, the amount under litigation is calculated as follows:

**SUC Dues as per DoT – SUC dues without any dispute
= Rs.30 cr – Rs.27 cr = Rs.3 cr.**

Illustration-2: Calculate SUC dues without dispute and SUC dues under litigation for TP No.22/2024 for the case given below:

For instance, in a certain circle, TSP-A has the following spectrum holding:

- 10 MHz in 2300 MHz band acquired in 2010 auction.
- 5 Mhz in 2100 MHz band acquired in 2015 auction
- 5 MHz in 1800 MHz band acquired in 2016 auction.
- 5 Mhz in 2100 MHz band is being shared with TSP-C.
- AGR (SUC) for TSP-A is Rs.1000 crores

Procedure:

a. To arrive at the SUC dues without any dispute, SUC WAR shall be calculated by considering 0.5% increment on the particular band in which sharing is taking place:

Scenario-1 WAR as per TSP						
Sl. No.	Auction	Band	Quantum	Total Quantum	Rates	Product
1	2010	2300	10	10	1%	10%
2	2015	2100	5	10	5%+0.5%	55%
3	2016	1800	5	10	3%	30%
			Total	30		95%
			Rounded off WAR	3.17%		

SUC Dues without any dispute = Rs.1000 cr * 3.17% = Rs.31.7 cr

b. To arrive at the SUC dues under litigation, SUC WAR is calculated by adding 0.5% as follows:

Scenario-2 WAR as per DoT						
Sl. No.	Auction	Band	Quantum	Total Quantum	Rates	Product
1	2010	2300	10	10	1%	10%
2	2015	2100	5	10	5%	50%
3	2016	1800	5	10	3%	30%
			Total	30		90%
			Rounded off WAR	3.00%		
			Additional rate due to sharing	0.50%		
			Final WAR	3.50%		

*Subject to minimum of 3% prior to 21/06/2022

SUC Dues as per DoT = Rs.1000 cr * 3.50% = Rs.35 Cr.

Accordingly, the amount under litigation is calculated as follows:

**SUC Dues as per DoT – SUC dues without any dispute
= Rs.35 cr – Rs.31.7 cr = Rs.3.3 cr.**

Illustration-3: Calculate SUC dues without any dispute and SUC dues under litigation for TP No.31/2024 for the case given below:

For instance, in a certain circle, TSP-A has the following spectrum holding:

- a. 8.2 MHz in 900 MHz band Administratively allotted spectrum
- b. 10 MHz in 2300 MHz band acquired in 2010 auction.
- c. 5 Mhz in 2100 MHz band acquired in 2015 auction
- d. 5 MHz in 1800 MHz band acquired in 2016 auction.
- e. TSP-B merged with TSP-A on 03.04.2018. TSP-B had 5 MHz in 1800 MHz band acquired in 2012 auction.
- f. AGR (SUC) for TSP-A is Rs.1000 cr.

Procedure:

a. To arrive at the SUC dues without any dispute, SUC WAR shall be calculated by not clubbing administratively allotted spectrum of this TSP and 1800 MHz spectrum of 2012 auction acquired from TSP-B due to merger:

Scenario-1 WAR as per TSP						
Sl. No.	Admin/ Auction	Band	Quantum	Total Quantum	Rates	Product
1	Admin	900	8.2	16.4	5%	82.00%
2	2010	2300	10	10	1%	10.00%
3	2015	2100	5	10	5%	50.00%
4	2016	1800	5	10	3%	30.00%
5	2012	1800	5	10	4%	40.00%
			Total	56.4		212.00%
			Rounded off WAR	3.76%		

SUC Dues without any dispute = Rs.1000 cr * 3.76% = Rs.37.6 cr.

b. To arrive at the SUC dues under litigation, firstly the SUC WAR is calculated by clubbing administratively allotted spectrum of this TSP with the 1800 MHz spectrum acquired in 2012 from TSP-B due to merger as follows:

Scenario-2 WAR as per DoT						
Sl. No.	Admin/ Auction	Band	Quantum	Total Quantum	Rates	Product
1	Admin	900	8.2	16.4	8%	131.20%
2	2010	2300	10	10	1%	10.00%
3	2015	2100	5	10	5%	50.00%
4	2016	1800	5	10	3%	30.00%
5	2012	1800	5	10	8%	80.00%
			Total	56.4		301.20%
			Rounded off WAR	5.35%		

SUC Dues as per DoT = Rs.1000 cr * 5.35% = Rs.53.5 Cr.

Accordingly, the amount under litigation is calculated as follows:

$$\text{SUC Dues as per DoT} - \text{SUC dues without any dispute} \\ = \text{Rs.53.5 cr} - \text{Rs.37.6 cr} = \text{Rs.15.9 cr.}$$

Illustration-4: Calculate SUC dues without dispute, and SUC dues under litigation for MA No.194/2024 in TP No.28/2016 for the case given below:

For instance, in a certain circle, TSP-A has the following spectrum holding:

- 10 MHz in 2300 MHz band acquired in 2010 auction.
- 5 Mhz in 2100 MHz band acquired in 2010 auction. Administratively allotted spectrum has expired for this TSP.
- 5 Mhz in 2100 MHz band acquired in 2015 auction
- 5 MHz in 1800 MHz band acquired in 2016 auction.
- AGR (SUC) for TSP is Rs.1000 cr.

Procedure:

a. To arrive at the SUC dues without any dispute, SUC WAR is calculated by applying SUC @3% for the 2100 MHz acquired in 2010 auction in case where the administratively allotted spectrum has expired as follows:

Scenario-1 WAR as per TSP						
Sl. No.	Auction	Band	Quantum	Total Quantum	Rates	Product
1	2010	2300	10	10	1%	10.00%
2	2010	2100	5	10	3%	30.00%
3	2015	2100	5	10	5%	50.00%
4	2016	1800	5	10	3%	30.00%
			Total	40		120.00%
			Rounded off WAR	3%		

$$\text{SUC Dues without any dispute} = \text{Rs.1000 cr} * 3\% = \text{Rs.30 cr.}$$

b. To arrive at the SUC dues under litigation, SUC WAR is calculated by applying SUC @5% for the 2100 MHz acquired in 2010 auction in case where the administratively allotted spectrum has expired as follows:

Scenario-2 WAR as per DoT						
Sl. No.	Auction	Band	Quantum	Total Quantum	Rates	Product
1	2010	2300	10	10	1%	10.00%
2	2010	2100	5	10	5%	50.00%
3	2015	2100	5	10	5%	50.00%
4	2016	1800	5	10	3%	30.00%
			Total	40		140.00%
			Rounded off WAR	3.50%		

SUC Dues as per DoT = Rs.1000 cr * 3.50% = Rs.35 Cr.

Accordingly, the amount under litigation is calculated as follows:

**SUC Dues as per DoT – SUC dues without any dispute
= Rs.35 cr – Rs.30 cr = Rs.5 cr.**



File No:1034/02/2022-WR
Government of India
Ministry of Communications
Department of Telecommunications
(Wireless Planning Finance Division – WR Section)

To
The CGCA,
NICF Campus,
Ghitorni, New Delhi – 110047

Dated: xx.06.2024

Sub: Implementation of Hon'ble TDSAT orders in various Court cases filed by M/s Vodafone Idea Ltd.– reg.,

This is regarding recent Telecom Petitions filed by M/s Vodafone Idea Ltd. in Hon'ble TDSAT disputing the demand notes issued by the Assessing Authorities.

2. The details of the court cases filed by M/s Vodafone Idea Ltd and their contentions are detailed hereunder:

Court case No.	Contention of M/s.Vodafone Idea Ltd
TP No.02/2024	1. Combining the spectrum acquired separately by M/s.VMSL and M/s.ICL in the 2012 auction for the purpose of arriving the slab SUC rate. 2. Combining the spectrum acquired by M/s.VMSL in the 2012 auction with the administratively assigned spectrum to M/s.ICL or <i>vice versa</i> , for the purpose of arriving the slab SUC rate.
TP No.03/2024	Administratively allotted spectrum (upto 4.4 MHz) in Karnataka, Punjab, Tamilnadu & UP (West) LSAs for which market determined price has been paid as per 2016 auction to be considered as liberalized and accordingly SUC rate@ 3% should be applied.
TP No.32/2024	SUC rate for 3G (2100 MHz) spectrum should be charged @ 3% instead of 5% in cases of expiry of Administratively allotted spectrum

3. Further, in light of the above litigations, Assessing Authorities may be instructed to take action as given below with respect to FYs not included in AGR judgement of M/s VIL:

- a. Please follow the instructions given in Lr. No.AS-13/5/ 2019- Office of DIR(AS-V)-Part(1), dated 28.06.2024.
- b. Ascertain the amount under litigation and amount without any dispute for M/s.VIL (as detailed in Annexure-1) for for the FYs not included in Hon'ble Supreme Court AGR judgement. Any other ongoing litigation may also be incorporated.
- c. Not to take coercive action on the amount under litigation in SUC demand notes for the FYs not included in Hon'ble Supreme Court AGR judgement.

- d. Accordingly, the Proforma-I & II with respect to outstanding SUC dues of M/s.VIL may be updated and sent by **22.07.2024**.
- e. With respect to SUC dues without any dispute, action may be initiated to realise these dues in accordance with UL/UASL agreement except
 - (i) Dues covered in AGR judgment of Hon'ble SC
 - (ii) Sub judice dues (i.e. pending court cases)
 - (iii) Dues covered under 2nd moratorium offered by DoT and accepted by Licensee
 - (iv) Pending Appeals

This is issued with the approval of the Competent Authority.

Signed by Tanvika Singh
Date: 02-07-2024 10:16:55
Director (WR)
Ph:011-23036821

Copy to: **The Director (SF), WPF wing, DoT, Sanchar Bhawan, New Delhi-1.**

Annexure-1
Methodology for calculating amount without any dispute and amount under litigation for M/s.VIL

Sl. No	Telecom Petition No. in Hon'ble TDSAT	Amount without any dispute	Amount under litigation
1	TP No.02/2024	<p>a. SUC Amount assessed by not clubbing the spectrum acquired by M/s.VMSL in the 2012 auction with the administratively allotted spectrum to M/s.ICL or <i>vice versa</i>, for the purpose of arriving the slab SUC rate.</p> <p>b. SUC Amount assessed by not clubbing the spectrum acquired separately by M/s.VMSL and M/s.ICL in the 2012 auction for the purpose of arriving the slab SUC rate.</p>	<p>a. Difference b/w assessed SUC amount by clubbing the spectrum acquired by M/s.VMSL in the 2012 auction with the administratively allotted spectrum to M/s.ICL or <i>vice versa</i>, for the purpose of arriving the slab SUC rate and SUC amount assessed by not clubbing the spectrum acquired by M/s.VMSL in the 2012 auction with the administratively allotted spectrum to M/s.ICL or <i>vice versa</i>, for the purpose of arriving the slab SUC rate.</p> <p>Please refer Illustration-1</p> <p>b. Difference b/w assessed SUC amount by clubbing the spectrum acquired separately by M/s.VMSL and M/s.ICL in the 2012 auction for the purpose of arriving the slab SUC rate and SUC Amount assessed by not clubbing the spectrum acquired separately by M/s.VMSL and M/s.ICL in the 2012 auction for the purpose of arriving the slab SUC rate.</p> <p>Please refer Illustration-2</p>
2	TP No.03/2024	SUC amount assessed by applying 3% for administratively allotted spectrum upto 4.4 MHz in UP(W), Punjab, Tamil Nadu & Karnataka LSAs. SUC rate for any administratively allotted spectrum beyond 4.4 MHz in these LSAs may be applied as per slab rate.	<p>Difference b/w assessed SUC amount by applying slab rate on total administratively allotted spectrum and SUC amount assessed by applying SUC rate 3% for administratively allotted spectrum upto 4.4 MHz & SUC rate for any administratively allotted spectrum beyond 4.4 MHz at slab rates in UP(W), Punjab, Tamil Nadu & Karnataka LSAs.</p> <p>Please refer Illustration-3</p>
3	TP No.32/2024	SUC amount assessed by applying SUC rate for 2100 MHz Spectrum acquired in 2010 as 3% in case administratively allotted spectrum has expired.	<p>Difference b/w assessed SUC amount by applying SUC rate of 5% for 2100 MHz Spectrum acquired in 2010 (in case administratively allotted spectrum has expired) and SUC amount assessed by applying 3% SUC rate for the above spectrum.</p>

			Please refer Illustration-4
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In case of multiple litigations wrt to a particular FY, for instance, if VIL has litigations- TP 02/2024 & TP 32/2024 for FY 2019-20 in a particular circle, the circle shall calculate amount without any dispute:

- (i) by not clubbing the spectrum acquired by M/s.VMSL in the 2012 auction with the administratively allotted spectrum to M/s.ICL or *vice versa*, for the purpose of arriving the slab SUC rate,

and

- (ii) by applying SUC rate for 2100 MHz Spectrum acquired in 2010 as 3% in case administratively allotted spectrum has expired

Amount under litigation in this case will be total outstanding SUC as per Assessing Authority minus total amount without any dispute. Any other ongoing litigation may also be incorporated.

Illustrations for calculating “Amount under Litigation” and “amount without any dispute”

Illustration-1: Calculate SUC dues without dispute and SUC dues under litigation for TP No.02/2024 as given below:

For instance, in a certain circle, a TSP-A has the following spectrum holding:

- 5 MHz in 900 MHz band Administratively allotted spectrum
- 10 MHz in 2300 MHz band acquired in 2010 auction.
- 5 Mhz in 2100 MHz band acquired in 2015 auction
- 5 MHz in 1800 MHz band acquired in 2016 auction.
- TSP-B has merged with this TSP-A on 31.08.2018. TSP-B had 5 MHz in 1800 MHz band acquired in 2012 auction.
- AGR (SUC) for TSP-A is Rs.1000 cr.

Procedure:

a. To arrive at the SUC dues without any dispute, SUC WAR shall be calculated by not clubbing Administratively allotted spectrum of TSP-A and 1800 MHz spectrum of 2012 auction acquired from TSP-B due to merger:

Scenario-1 WAR as per TSP						
Sl. No.	Admin/ Auction	Band	Quantum	Total Quantum	Rates	Product
1	Admin	900	5	10	4%	40.00%
2	2010	2300	10	10	1%	10.00%
3	2015	2100	5	10	5%	50.00%
4	2016	1800	5	10	3%	30.00%
5	2012	1800	5	10	4%	40.00%
			Total	50		170%
			Rounded off WAR	3.40%		

SUC Dues without any dispute = Rs.1000 cr * 3.4% = Rs.34 cr.

b. To arrive at the SUC dues under litigation, SUC WAR is calculated by clubbing administratively allotted spectrum of TSP-A with the 1800 MHz spectrum of 2012 auction acquired from TSP-B due to merger:

Scenario-2 WAR as per DoT						
Sl. No.	Admin/ Auction	Band	Quantum	Total Quantum	Rates	Product
1	Admin	900	5	10	6%	60.00%
2	2010	2300	10	10	1%	10.00%
3	2015	2100	5	10	5%	50.00%
4	2016	1800	5	10	3%	30.00%
5	2012	1800	5	10	6%	60.00%
			Total	50		210%

			Rounded off WAR	4.20%		
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SUC Dues as per DoT = Rs.1000 cr * 4.20% = Rs.42 Cr.

Accordingly, the amount under litigation is calculated as follows:

**SUC Dues as per DoT – SUC dues without any dispute
= Rs.42 cr – Rs.34 cr = Rs.8 cr.**

Illustration-2: Calculate SUC dues without dispute and SUC dues under litigation for TP No.02/2024 as given below:.

For instance, in a certain circle, a TSP-A has the following spectrum holding:

- 5 MHz in 1800 MHz band acquired in 2012 acution.
- 10 MHz in 2300 MHz band acquired in 2010 auction.
- 5 Mhz in 2100 MHz band acquired in 2015 auction
- 5 MHz in 1800 MHz band acquired in 2016 auction.
- TSP-B has merged with this TSP-A on 31.08.2018. TSP-B had 5 MHz in 1800 MHz band acquired in 2012 auction.
- AGR (SUC) for TSP-A is Rs.1000 cr.

Procedure:

a. To arrive at the SUC dues without any dispute, SUC WAR shall be calculated by not clubbing 1800 MHz spectrum acquired in 2012 auction of TSP-A and 1800 MHz spectrum of 2012 auction acquired from TSP-B due to merger:

Scenario-1 WAR as per TSP						
Sl. No.	Admin/ Auction	Band	Quantum	Total Quantum	Rates	Product
1	2012	1800	5	10	4%	40.00%
2	2010	2300	10	10	1%	10.00%
3	2015	2100	5	10	5%	50.00%
4	2016	1800	5	10	3%	30.00%
5	2012	1800	5	10	4%	40.00%
			Total	50		170%
			Rounded off WAR	3.40%		

SUC Dues without any dispute = Rs.1000 cr * 3.4% = Rs.34 cr.

b. To arrive at the SUC dues under litigation, SUC WAR is calculated by clubbing 1800 MHz spectrum acquired in 2012 auction of TSP-A with the 1800 MHz spectrum of 2012 auction acquired from TSP-B due to merger:

Scenario-2 WAR as per DoT						
Sl. No.	Admin/ Auction	Band	Quantum	Total Quantum	Rates	Product
1	2012	1800	5	10	6%	60.00%
2	2010	2300	10	10	1%	10.00%
3	2015	2100	5	10	5%	50.00%
4	2016	1800	5	10	3%	30.00%
5	2012	1800	5	10	6%	60.00%
			Total	50		210%
			Rounded off WAR	4.20%		

SUC Dues as per DoT = Rs.1000 cr * 4.20% = Rs.42 Cr.

Accordingly, the amount under litigation is calculated as follows:

**SUC Dues as per DoT – SUC dues without any dispute
= Rs.42 cr – Rs.34 cr = Rs.8 cr.**

Illustration-3: Calculate SUC dues without dispute and SUC dues under litigation for TP No.03/2024 as given below:

For instance, in a certain circle, TSP has the following spectrum holding:

- 6.2 MHz in 1800 MHz administratively allotted spectrum wherein market determined price has been paid as per 2016 auction for 4.4 MHz spectrum.
- 10 MHz in 2300 MHz band acquired in 2010 auction.
- 5 Mhz in 2100 MHz band acquired in 2015 auction
- 5 MHz in 1800 MHz band acquired in 2016 auction
- AGR (SUC) for TSP is Rs.1000 cr.

Procedure:

a. To arrive at the SUC dues without any dispute, SUC WAR shall be calculated by applying rate of 3% for 4.4 MHz in 900/1800 MHz administratively allotted spectrum and remaining 1.8 MHz as per slab rate as follows:

Scenario-1 WAR as per TSP						
Sl. No.	Admin/ Auction	Band	Quantum	Total Quantum	Rates	Product
1	Admin	900/1800	4.4	8.8	3%	26.40%
2	Admin	900/1800	1.8	3.6	3%	10.80%
3	2010	2300	10	10	1%	10%
4	2015	2100	5	10	5%	50%
5	2016	1800	5	10	3%	30%
			Total	42.4		127.20%

			Rounded off WAR	3.00%		
--	--	--	----------------------------	--------------	--	--

SUC Dues without any dispute = Rs.1000 cr * 3%= Rs.30 cr.

b. To arrive at the SUC dues under litigation, SUC WAR is calculated by applying rate of 4% for 6.2 MHz in 1800 MHz band administratively allotted spectrum as per slab rate which is as follows:

Scenario-2 WAR as per DoT						
Sl. No.	Admin/ Auction	Band	Quantum	Total Quantum	Rates	Product
1	Admin	1800	6.2	12.4	4%	49.60%
2	2010	2300	10	10	1%	10%
3	2015	2100	5	10	5%	50%
4	2016	1800	5	10	3%	30%
			Total	42.4		139.60%
			Rounded off WAR	3.30%		

SUC Dues as per DoT = Rs.1000 cr * 3.30%= Rs.33 Cr.

Accordingly, the amount under litigation is calculated as follows:

**SUC Dues as per DoT – SUC dues without any dispute
= Rs.33 cr – Rs.30 cr = Rs.3 cr.**

Illustration-4: Calculate SUC dues without dispute and SUC dues under litigation for TP No.32/2024 as given below:

For instance, in a certain circle, TSP has the following spectrum holding:

- 10 MHz in 2300 MHz band acquired in 2010 auction.
- 5 Mhz in 2100 MHz band acquired in 2010 auction. Administratively allotted spectrum has expired for this TSP.
- 5 Mhz in 2100 MHz band acquired in 2015 auction
- 5 MHz in 1800 MHz band acquired in 2016 auction.
- 20 MHz in 2300 MHz band acquired in 2021 auction
- AGR (SUC) for TSP is Rs.1000 cr.

Procedure:

a. To arrive at the SUC dues without any dispute, SUC WAR shall be calculated by considering SUC @3% for the 2100 MHz acquired in 2010 auction in case where the administratively allotted spectrum has expired:

Scenario-1 WAR as per TSP						
Sl.	Auction	Band	Quantum	Total	Rates	Product

No.				Quantum		
1	2010	2300	10	10	1%	10%
2	2010	2100	5	10	3%	30%
3	2015	2100	5	10	5%	50%
4	2016	1800	5	10	3%	30%
5	2021	2300	20	20	3%	60%
			Total	60		180%
			Rounded off WAR	3.00%		

SUC Dues without any dispute = Rs.1000 cr * 3%= Rs.30 cr.

b. To arrive at the amount under litigation, firstly the WAR is calculated by applying SUC @5% for the 2100 MHz acquired in 2010 auction in case where the administratively allotted spectrum has expired. It is as follows:

Scenario-2 WAR as per DoT						
Sl. No.	Auction	Band	Quantum	Total Quantum	Rates	Product
1	2010	2300	10	10	1%	10%
2	2010	2100	5	10	5%	50%
3	2015	2100	5	10	5%	50%
4	2016	1800	5	10	3%	30%
5	2021	2300	20	20	3%	60%
			Total	60		200%
			Rounded off WAR	3.34%		

SUC Dues as per DoT = Rs.1000 cr * 3.34%= Rs.33.4 Cr.

Accordingly, the amount under litigation is calculated as follows:

**SUC Dues as per DoT – SUC dues without any dispute
= Rs.33.4 cr – Rs.30 cr = Rs.3.4 cr.**



File No:1000/10/2022-WR
Government of India
Ministry of Communications
Department of Telecommunications
(Wireless Planning Finance Division – WR Section)

To
The CGCA,
NICF Campus,
Ghitorni, New Delhi – 110047

Dated: xx.07.2024

Sub: Implementation of Court orders & Issue of Demand Notes – reg.,

Ref: 1. This office Lr. No.1034/05/2023-WR, dated 26.02.2024

2. This office Lr. No.1034/03/2023-WR, dated 28.06.2024

3. This office Lr. No.1034/02/2022-WR, dated 02.07.2024

Please refer to your office letter No.50-1/BG Encashment/TSPs/2024-Part(I), dated 20.05.2024 and the letters cited above.

2. In addition to the instructions given in the letters cited under reference, it is requested to issue instructions to Assessing Authorities to adhere to the following guidelines while issuing Demand Notes to the TSPs namely M/s.Reliance Jio Infocomm Ltd., M/s.Bharti Airtel & M/s.Vodafone Idea Ltd. for the FYs not included in Hon'ble Supreme Court:

- i. The demand note should be issued indicating both **Amount without any dispute** and **Amount under litigation**.
- ii. The total SUC demand amount should be **Amount without any dispute + Amount under litigation**.
- iii. Disclaimer should be inserted stating "**the demand is subject to outcome of court cases** (indicating the case numbers which are considered for ascertaining amount under litigation)".
- iv. Surplus amount paid beyond total SUC demand (i.e. over & above "Amount without any dispute + Amount under litigation") shall only be adjusted in accordance with surplus guidelines issued from time to time.

This is issued with the approval of the Competent Authority.

Signed by Tanvika Singh

Date: 16-07-2024 11:37:05

Director (WR)

Ph:011-23036821

**GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS
DEPARTMENT OF TELECOMMUNICATIONS
LICENSING FINANCE POLICY WING
20 Ashoka Road, Sanchar Bhawan,
New Delhi-110001**

No. LFP-10/19/2023-LFP-II

Dated : 18.07.2024

**To
CGCA,
All Pr. CsCA / CsCA,
DDG LFA / LFP / WPF**

Sub: - Notification of Responsibility Matrix for activities related to financial conditions of License Agreement - Reg.

It has been decided to notify a responsibility matrix for activities related to financial conditions of different licenses issued by DoT. These activities include License Fee/Spectrum Usage Charges Collection, Accounting of LF/SUC, Annual LF/SUC assessment, Securitization of dues, Monitoring of violations of financial conditions and handling of court cases related to financial conditions, etc.

2. Presently there are more than 3000 licensees for which the above activities are divided between LFP, LFA, WPF Wings of DoT, O/o CGCA and Pr.CCA / CCA Offices. The matrix has been prepared based on terms and conditions of license agreement and existing orders of DoT on the subject. It is being issued to bring clarity to all offices and ensure accountability. Field offices may also use the matrix to devise their own duty distribution structure with defined individual roles in their office.

3.

A. Responsibility Matrix for Licenses whose LF assessment done in Pr.CCA / CCA Offices:

S. No.	Activities	DOT	CGCA	Pr. CCA	CCA
1	Assessment of LF	I	M	M	R
2	Collection of LF	I	M	M	R
3	Accounting and reconciliation of LF	I	I	M	R
4	Revenue assurance	I	M	R	R
5	Disposal of representation against assessment of LF		I	M	R
6	Disposal of appeal against the assessment of LF		M	R	
7	Policy issues related to financial conditions of license agreement	R	I	I	I
8	Compilation and maintaining repository of	I	R	I	I

	orders and clarifications on LF				
9	Insolvency/liquidation proceedings	I	M	M	R
10	TDSAT cases /High Court cases	I	M	M	R
11	Supreme Court cases	R			R
12	Special Audit	A	I	M	R

B. Responsibility Matrix for licenses whose LF assessment is done in DoT:

S. No.	Activities	DOT	CGCA	Pr. CCA	CCA
1	Assessment of LF	R	I		I
2	Collection of LF	I	I	M	R
3	Accounting and reconciliation of LF	M			R
4	Disposal of representation against assessment of LF	R	I		I
5	Disposal of appeal against the assessment of LF	R			
6	Deduction Verification	I	M	R	R
7	Revenue assurance	R			R
8	Policy issues related to financial conditions of license agreement	R	I	I	I
9	Compilation and maintaining repository of orders and clarifications on LF	I	R	I	I
10	Insolvency/liquidation proceedings	R			
11	Special Audit	R			
12	TDSAT/Supreme Court Cases	R	I	I	I
13	High Court Cases	R	I	I	R

C. Responsibility Matrix for Spectrum Usage Charges related work :

S. No.	Activities	DOT	CGCA	Pr. CCA	CCA
1	Assessment of SUC	I	I	R	R
2	Collection of SUC	I	I	R	R
3	Collection of financial statements and other records related to SUC	I	M		R
4	Issuance, enforcement and realization of demands related to SUC	I	M		R
5	Accounting and reconciliation of SUC	I	M		R
6	Settlement of representation against assessment of SUC		I	R	R
7	Settlement of appeal against the assessment of SUC	R	I	R	I
8	Policy issues related to SUC	R	I	I	I
9	Compilation and maintaining repository of	I	R	I	I

	orders and clarifications related to SUC				
10	Court cases related to SUC	R			R
11	Insolvency/liquidation proceedings	M	R		R

D. Responsibility Matrix for Bank Guarantee related activities:

S. No.	Activities	DOT	CGCA	Pr. CCA	CCA
1	Bank Guarantee custody	I	R	I	R
2	Bank Guarantee review	I	R	I	R
3	Bank Guarantee encashment	I	R	I	R
4	Bank Guarantee adjustment	I	R	I	R
5	Bank Guarantee rationalization	I	R	I	R
6	Bank Guarantee ledger and sub-ledger maintenance	I	R	I	R

E. Responsibility Matrix for Stake holder assistance and SARAS utilization:

S. No.	Activities	DOT	CGCA	Pr. CCA	CCA
1	Management of SARAS	R			
2	Technical support from SARAS	R			
3	Operational support of SARAS to licensees	I	M	R	R
4	Training on SARAS	R	R	I	I
5	Onboarding of licensees on SARAS	I	I	M	R
6	Development and upgradation of SARAS	R	I	I	I
7	Telecom Stakeholders outreach program	I	M	M	R
8	Telecom licensees Facilitation Centres	I	M	M	R
9	Licensee education and awareness programs	I	M	M	R

4. The details of the terms used in the Matrix is provided below for reference

Responsibility-Informed-Monitoring-Approving (RIMA) Architecture:

R- Responsible office, I-Informed office, M-Monitoring office, A-Approving office

Responsible Office (R):

This office is expected to be accountable to discharge the duty, function or activity assigned to it. It will be responsible for implementation of guidelines issued and sticking to the prescribed timelines.

Monitoring Office (M):

This office is expected to monitor the performance of the responsible office for an activity. It will also have to -

- a) monitor the deadlines and timelines prescribed from time to time;
- b) develop reports for analysis as it may desire to improve efficacy of monitoring;
- c) issue directions as may be expedient from time to time in conformity with extant guidelines issued by competent authority.
- d) issue compilation of the guidelines from time to time.

Informed Office (I):

This office will be kept informed about the course of activity.

Approving Office (A):

Office that is competent to approve the policy/activity/function/duty.

5. This issues with the approval of the competent authority.

Signed by

Sathish Kumar R

Date: 18-07-2024 18:05:25

Sathish Kumar R
Director (LFP-II)

Copy to:

PSO to Member (F)

Sr. PPS to Advisor (F)

**Ministry of Communications
Department of Telecommunications
Office of Controller General of Communication Accounts
NICF Campus, Ghitorni, New Delhi-110047**

No: 50-1/BG Policy/2022/Review of BG Dated .01.2024

To,

All TSPs.

Sub: Submission of extension of validity period of BGs at least one month prior to their date of expiry as per License agreement.

With regards to the above-mentioned subject , kindly refer to sub-clause **21.3** of License Agreement pertaining to Bank Guarantees - "**Licensee, on its own, shall extend the validity period of the Bank Guarantees at least one month prior to date of its expiry without any demand or notice from the Licensor on year-to-year basis. Any failure to do so, shall amount to violation of the terms of the License and entitle the Licensor to encash the Bank Guarantees and to convert into a cash security without any reference to the Licensee at his risk and cost. No interest or compensation whatsoever shall be payable by the Licensor on such encashment.**"

In view of the above provisions, the same may be complied with to avoid any kind of violation of the License Agreement.

This issues with the approval of competent authority.

Signed by Christeena Joy

Date: 17-01-2024 11:39:31

Asstt CGCA (Revenue)

Ministry of Communications
Department of Telecommunications
Office of Controller General of Communication Accounts
NICF Campus, Ghitorni, New Delhi 110047

-No.50-1/ 50-1/2021/BG Policy/I (Part)/Misc

Dated 13.03.2024.

To

All Pr.CCAs/CCAs.

Sub: Maintenance of Bank Guarantees maintained at office of Pr. CCAs/CCAs reg.

This is regarding maintenance of Bank Guarantees which are to be maintained at office of Pr. CCAs/CCAs.

With regards to the above-mentioned subject, kindly refer to sub-clause 21.3 of License Agreement pertaining to Bank Guarantees wherein it is mentioned that- " Licensee, on its own, shall extend the validity period of the Bank Guarantees at least one month prior to date of its expiry without any demand or notice from the Licensor on year-to-year basis. Any failure to do so, shall amount to violation of the terms of the License and entitle the Licensor to encash the Bank Guarantees and to convert into a cash security without any reference to the Licensee at his risk and cost. No interest or compensation whatsoever shall be payable by the Licensor on such encashment."

In this regard, It is requested that, the head of the office in each CCA unit should monitor the renewal and review of the bank guarantees available in their custody as per license agreement and take suitable actions as per the license agreement.

This issues with the approval of competent authority.

Signed by

Christeena Joy

Date: 13-03-2024 14:40:43

Asst. CGCA(Revenue)

Adjustment of proceeds of Bank Guarantee encashment of M/s Unitech Wireless (Tamil Nadu) Pvt. Ltd.-reg.

From : Christeena Joy <assttcgcarev-dot@gov.in> Mon, Jun 24, 2024 12:14 PM
Subject : Adjustment of proceeds of Bank Guarantee encashment of M/s Unitech Wireless (Tamil Nadu) Pvt. Ltd.-reg. 2 attachments
To : Dipankar Mahto <cca.jh-dot@nic.in>
Cc : Ashish Joshi <jtgcgcarev-dot@gov.in>, Pratima Singh <dycgcarev-dot@gov.in>, G S S Nikhil Bharadwaj <acao1rev-dot@gov.in>, Deepa Gurnani <deepa.gurnani05@gov.in>, Sudip Debnath <sudip.debnath@gov.in>, Kavya S <kavya.s48@gov.in>

Respected Sir/Madam

Ref: Jharkhand Letter no. JKDC-127/CCA-LF/FBG-LF/Telenor/2015-16 dated 31.05.2024.

Kindly refer to the above mentioned your office letter regarding the adjustment of proceeds of Bank Guarantee encashment of M/s Unitech Wireless (Tamil Nadu) Pvt. Ltd.

In this regard, kindly find enclosed LFP and LFA vide email dated **19.06.2024** wherein it is intimated that the **said FBG for LF** may be apportioned into LF and USO as per already issued order DoT letter No. 17-17/2012/CAG-A/LFA-II dated 31.07.2023 as same has been adjusted against outstanding LF dues mentioned in Hon'ble SC judgment dated 1.9.2020.

In the case of SUC, kindly find enclosed WPF email dated **19.06.2024** wherein WPF section intimated that the case is under review and status quo may be maintained by the assessing authority.

With regards

Christeena Joy
Asstt.CGCA (Revenue)
O/o CGCA, NICF Campus
Ghitorni



Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan, 20, Ashoka Road,
New Delhi – 110001.

Dated: 31.07.2023

No. 17-17/2012/CAG-A/LFA-II

To,
All Pr. CCAs/ CCAs

Subject: Regarding Transfer Entry of BG Encashed for M/s Unitech Wireless (Tamil Nadu) Pvt Ltd

This is regarding adjustment of BG encashed against outstanding dues in respect of M/s Unitech Wireless (Tamil Nadu) Private Ltd. Details of BG encashed is as below:

Type of BG/ Date of Adjustment	December 2019	January 2020	April 2020
FBG – License Fee	804749519	195250492	250000000
PBG - Rollout	50000000	20000000	
TOTAL	854749519	215250492	250000000

A) BG encashed and adjusted against outstanding LF Dues as mentioned in Hon'ble Supreme Court Judgement dated 01.09.2020 in respect of M/s Unitech Wireless (Tamil Nadu) Pvt Ltd for LSAs is mentioned in Annexure-A

B) BG encashed and adjusted against outstanding LF dues in r/o NLD & ILD in the month of April 2020 as mentioned in Annexure-B : Against outstanding dues (Non SC Dues) for FY 2012-13, 2013-14 & 2014-15 in respect of M/s Unitech Wireless (Tamil Nadu) Pvt Ltd BG amounting to Rs.5,00,00,000/- (NLD) and BG amounting to Rs.4,17,29,568/- (ILD) was adjusted vide DoT Letter of even No. dated 17.05.2023 (Copy enclosed). Whereas, balance BG amounting to Rs. 15,82,70,432/- was adjusted against **LF Dues as mentioned in Hon'ble Supreme Court Judgement dated 01.09.2020** vide DoT Letter No.17-7/2021-22/AGR/LFA-III dated 21.06.2023 (Copy enclosed).

2. In this regard, may kindly refer DoT Letter No.17-17/2012/CAG-A/LFA-II dated 16.03.2023 and 17.05.2023. All CCA Offices have already been advised to complete Transfer Entries for encashed **Bank Guarantees** for which order for adjustment against LF/SUC have been issued. Further, it has been pointed out by CGA and A/c wing of DoT that TE are being made from receipt side of Head 8447-Telecom Deposit Account, rather than Payment Side. Sample TE in this regard is stated below :

Example :

If amount of Rs.80 Cr is adjusted by encashment of BG against LF Dues (where BG had been encashed and amount booked under **Telecom Deposit Head**), TE for the same will be as under :

Grant Name	Fund Head	+/-	Credits	Public Account Receipt	Public Account Payment
Public	8447-Telecom Deposit	+	--	--	80 Cr
Receipt	127500104 - LF	+	30 Cr	--	--
Receipt	127500105 - USO	+	50 Cr	--	--

N. Mishra
31/7/2023

3. Thus, as the BG encashed amount mentioned in Annexure A and B has been adjusted against LF dues as detailed above, necessary Transfer Entries may be made with intimation to the undersigned.


Shankara Nand Mishra
Director(LFA-III)

ANNEXURE – A

Name of Circle	BG No.	BG Amount	Date of Encashment	BG Type
Bihar	503LG1254/12	23747553	30-12-19	FBG - License
Chhattisgarh	503LG1251/12	42445759	31-12-19	FBG - License
Gujarat	503LG1265/12	84891518	27-12-19	FBG - License
Haryana	503LG1273/12	42445759	21-12-19	FBG - License
Jammu & Kashmir	503LG1264/12	8489152	26-12-19	FBG - License
Karnataka	503LG1257/12	84891518	30-12-19	FBG - License
Kerala	01720BG18021034	42445759	26-12-19	FBG - License
Kolkata	503LG1277/12	84891518	21-12-19	FBG - License
Orissa	503LG1259/12	8489152	31-12-19	FBG - License
Punjab	503LG1274/12	42445759	20-12-19	FBG - License
Rajasthan	503LG1272/12	42445759	07-12-19	FBG - License
Tamilnadu	503LG1250/12	84891518	30-12-19	FBG - License
Telangana	503LG1275/12	84891518	27-12-19	FBG - License
UP (West)	503LG1262/12	42445759	27-12-19	FBG - License
UP (East)	503LG1252/12	42445759	30-12-19	FBG - License
West Bengal	503LG1276/12	42445759	24-12-19	FBG - License
Assam	503LG1267/12	8489152	28-01-20	FBG - License
Himachal Pradesh	503LG1253/12	8489152	03-01-20	FBG - License
Maharashtra	503LG1255/12	84891518	03-01-20	FBG - License
Mumbai	503LG1278/12	84891518	10-01-20	FBG - License
North East	503LG1249/12	8489152	01-01-20	FBG - License
North East	503LG1216/12	20000000	01-01-20	PBG - Rollout
West Bengal	503LG1210/12	50000000	18-12-19	PBG - Rollout
TOTAL		1070000011		

ANNEXURE – B

Service Area	BG No.	BG Amount	Date of Encashment	BG Type
ILD	503LG1165/12	41729568	27-04-20	FBG-License Fee
ILD	503LG1165/12	158270432	27-04-20	FBG-License Fee
NLD	503LG1166/12	50000000	27-04-20	FBG-License Fee
TOTAL		250000000		

S.N.S.
31/7/2023

Kauri
31/07/2023
(गौरी सौरभ कदम)
(GAURI SAURABH KADAM)
सहायक लेखा अधिकारी
Assistant Accounts Officer
दूरसंचार विभाग, भारत सरकार
Deptt. of Telecom, Govt. of India
नई दिल्ली/New Delhi

No: 1-4/2019-AS-IV
Government of India
Ministry of Communications
Department of Telecommunications
(Access Services Wing)
Sanchar Bhawan, 20, Ashoka Road, New Delhi-110001


25 June 2024

Subject: Release of Performance Bank Guarantee (PBG) in respect of M/s Reliance Jio Infocomm Limited (RJIL).

Kindly refer to this office O.M. of even number 04.02.2020 whereby NIL LD was imposed on M/s RJIL for various phases of rollout obligations in multiple LSAs. Also enclosed is the letter received from M/s RJIL, requesting release of PBGs upon completion of its rollout obligations.

2. Upon verification, it has been found that M/s RJIL has successfully fulfilled its rollout obligations, for spectrum acquired in 800 MHz, 1800 MHz and 2300 MHz as per NIAs for auctions held in Feb 2014, Mar 2015, Oct 2016 and Jun 2021, in 17 LSAs. These LSAs are Andhra Pradesh, Assam, Bihar, Delhi, Gujarat, Haryana, Himachal Pradesh, Kerala, Kolkata, Karnataka, Madhya Pradesh, Maharashtra, Odisha, Punjab, Rajasthan, UP (West) and West Bengal. 'NIL' LD has been imposed on M/s RJIL across all phases of rollout obligations in these LSAs.

3. Accordingly, the respective CCA office may consider the request of M/s RJIL for release of its PBGs submitted for the rollout obligation purpose in above mentioned LSAs.


Director (AS-IV)

Enclosures:

1. O.M. dated 04-02-2020 regarding release of PBG of M/s RJIL.
2. Letter No. RJIL/DoT/2024-25/048 requesting release of PBGs.

To:

CCA office of Andhra Pradesh, Assam, Bihar, Delhi, Gujarat, Haryana, Himachal Pradesh, Kerala, Kolkata, Karnataka, Madhya Pradesh, Maharashtra, Odisha, Punjab, Rajasthan, UP (West) and West Bengal.

Copy to:

1. CGCA, DoT
2. DDG (LFP), DoT
3. M/s RJIL

1-4/2019-AS-IV
Department of Telecommunications
Access Services-IV Division

04th February, 2020**OFFICE MEMORANDUM**

Subject: Release of Performance Bank Guarantee (PBG) in respect of M/s Reliance Jio Infocomm Limited (RJIL).

Ki adly refer to the letters of M/s RJIL regarding release of PBG.

2. M/s RJIL has completed the rollout obligations for the following service areas for the spectrum acquired through in the year 2014 and 2015 and 'NIL'LD has been imposed on M/s RJIL for the following phases of rollout obligations:

i. For 800 MHz spectrum

S.No.	LSA Name	Spectrum allotment date	NIL LD imposed in
1	Assam	15-09-2015	Phase 1
2	Bihar	23-11-2015	Phase 1
3	Haryana	03-08-2015	Phase 1, 2 and 3
4	HP	23-11-2015	Phase 1, 2 and 3
5	J&K	23-11-2015	Phase 1
6	North East	03-08-2015	Phase 1, 2 and 3
7	Odisha	23-11-2015	Phase 1, 2 and 3
8	UP-E	23-11-2015	Phase 1

ii. For 1800 MHz spectrum

S.No.	LSA Name	Spectrum allotment date	NIL LD imposed in
1	AP	13-10-2014	Phase 1, 2 and 3
2	Assam	15-10-2014	Phase 1 and 2
3	Gujarat	13-10-2014	Phase 1, 2 and 3
4	Haryana	10-07-2015	Phase 1, 2 and 3
5	HP	10-07-2015	Phase 1, 2 and 3
6	Karnataka	14-10-2014	Phase 1, 2 and 3
7	Kerala	14-10-2014	Phase 1
8	Kolkata	17-10-2014	Phase 1
9	Maharashtra	14-10-2014	Phase 1, 2 and 3
10	MP	14-10-2014	Phase 1
11	Mumbai	16-10-2014	Phase 1

T. Lal

12	North East	21-10-2014	Phase 1, 2 and 3
13	Odisha	13-10-2014	Phase 1, 2 and 3
14	Rajasthan	10-07-2015	Phase 1 and 2
15	Tamilnadu	13-10-2014	Phase 1
16	UP-E	10-07-2015	Phase 1, 2 and 3
17	WB	14-10-2014	Phase 1, 2 and 3

This is for your information and further necessary action in respect of request of M/s RJIL, please .

Trilok
04/02/2020

(Trilok Chandra)
Director (AS-IV)
011-23372063

Enclosure: Letters of M/s RJIL

To,

CCA office of AP, Assam, Bihar, Gujarat, Haryana, HP, Karnataka, Kerala, Kolkata, J&K, Maharashtra, MP, Mumbai, North East, Odisha, Rajasthan, Tamilnadu, UP (E) and West Bengal.

Copy to:

1. **DDG (LFP), DoT HQ**
2. **M/s RJIL**

Government of India
Ministry of Communications
Department of Telecommunications
Office of Controller General of Communication Accounts
NICF Campus, Ghitorni, New Delhi-110047
Email: dycgcarev-dot@gov.in

No: 50-1/Maintenance of BG/2023

Dated 08.07.2024

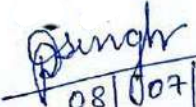
To

All Pr. CCAs/CCAs/Jt. CCAs (HoC)

Sub: Standard Operating Procedure (SOP) for Management of Bank Guarantees

With respect to the subject mentioned above, the Standard Operating Procedure for management of Bank Guarantees in the custody of Pr. CCAs/CCAs is enclosed herewith for information and for taking necessary action at your end.

This issues with the approval of competent authority.


08/07/24
Pratima Singh
Dy. CGCA(Revenue)

Enclosures:

1. SOP for Management of BG
2. Annexure A, B, C, D, E and F

Copy to:

1. PSO to Member(F)
2. PPS to CGCA
3. DDG(LFA)/ DDG(LFP)/DDG(WPF)

Standard Operating Procedure for Management of Bank Guarantees (BG)

At present CGCA is the custodian of Bank Guarantees (PBG & FBG as per license agreement) whose LF assessment is being carried out by LFA Wing of DoT. In respect of other licensees, CCA units are the custodians of BGs. (DoT OM No 1-9/2019-LFP-I dated 08.10.2021)

For clarity in the management of Bank Guarantees at CGCA / CCA units (hereinafter the custodian), the following uniform procedure is to be followed:

1. Receipt of Bank Guarantees:

1.1 Safe custody

BG once received should be taken in to record and kept under safe custody. The photocopies of the same may be used for verification and checks.

1.2 Checking the eligibility of Banks/Institutions.

On receipt of BG, the custodian must confirm that the received BG is issued by an eligible Bank/Financial institution. In this connection, the RBI's website <http://rbi.org.in> the license agreement and related orders from DOT HQ, may be referred to.

1.3 Verification of text

Once the BG received is confirmed from an eligible issuing Bank/Financial Institution, the text of the BG needs to be verified with respect to the license agreement format.

The same is to be carried out by the following officials/officers and necessary documentation is to be prepared.

1	100% verification	JA/SA
2	10% check (important covenants)	AAO/AO
3	Random verification	ACAO/ACCA/ACGCA/Dy. CCA/DyCGCA

Confirmation of correctness of BGs needs to be put up for information of Jt. CCA/CCA/Pr. CCA/Addl CGCA/ CGCA in file. If any discrepancy is noticed, the same is also to be brought to the notice

of head of the office and revised BG/ Amendment of BG is to be obtained from the licensee immediately.

1.4 Confirmation of Genuineness Bank Guarantee

Once step 1.1, 1.2 & 1.3 are completed, the genuineness of BG needs to be obtained from the issuing Bank by the following officials/officers.

1	Letter for confirmation to be prepared by	JA/SA
2	Letter for confirmation to be checked by	AAO/AO
3	Letter for confirmation to be approved by	AO/ACAO/ ACGCA/ACCA/Dy. CCA

A sample format of letter for conformation of genuineness of BG is enclosed as **Annexure A**.

Once genuineness is received from the issuing Bank/Financial institution, details of the BGs need to be updated in register.

2. Scanning of BGs, Xerox Copy and Entry of Bank Guarantee details in Excel sheet, in BG Register and Safekeeping

2.1 Once the correctness of BG is confirmed, it is to be scanned and saved in office computer and in official mail id of the designated officer. The path of the file with file name to be mentioned in BG register.

2.2 The BGs are also to be kept in ring binder file (without punching) with serial number mentioned on the top of the cover of the folder which should also be available in the BG register. Such folder containing original BGs have to be kept in fire resistant almirah.

1	Scanning & entry to be done by	JA/SA
2	Scanning & entry to be checked by	AAO/AO
3	Original BGs to be Physically kept in Almirah by	AAO with AO/ACAO/ACCA/ACGCA

2.3 One xerox of the original BGs should also be taken and maintained in ring binder files and kept in section almirah.

3. Maintenance of physical and soft copy of register.

3.1 In BG register (Both physical and soft copy), details of Bank Guarantees such as Sl. No, BG Number, Date of Issue, Name of the Licensee, Amount, Date of Expiry are to be mentioned. A sample format of physical register and soft copy register is enclosed as **Annexure B for Physical Register and Annexure C for Soft Copy**.

3.2 Maintenance of BG records in SARAS

After receiving BG physically, the custodian needs to confirm that the TSP has uploaded the BG in SARAS also. All the process in SARAS, in respect of Bank Guarantees verification i.e., updation of BG, scrutiny of BG, confirmation of BG etc. are to be done in SARAS. Amendments of BG should be updated in SARAS without fail. Confirmation of genuineness and invocation letter to bank should be initiated through SARAS.

4. Maintenance of Keys of Fire Resistant Almirah

There should be two set of keys for safe/ Almirah for keeping the Bank guarantees with double lock system.

4.1 Key 1 of the almirah is to be kept with AO (in charge) and Key 2 of the almirah is to be kept with AAO (Section).

4.2 Another set of keys (Key 1 and 2) are to be kept in a sealed cover and should be kept with the admin section. Admin section will keep the Key No. 1 & Key No. 2 in their locker in a sealed cover signed by 2 authorised officers. An annual certificate from admin section of the office may be obtained w.r.t safe custody of the second set of keys in their custody.

4.3 Register for maintenance of BGs shall be in the custody of AAO/AO/ACCA. Entry date, time and purpose of opening the almirah has to be updated in the register every time the almirah is opened.

4.4 Two authorized officials/officers (Among two, one is to be AAO/AO) together will open the almirah at each instance.

5. Review of Bank Guarantees.

5.1 On 1st working day of every month, BG review is to be done and action has to be taken for BGs which are going to expire in next two months.

1	Monthly BG review to be done by	JA/SA
2	Monthly BG Review to be checked by	AAO/AO

3	Monthly BG review to be verified by	ACAO/ACCA/ACGCA/Dy. CCA/Jt CCA/ Dy CGCA
---	--	--

5.2 The custodian has to ensure that renewed BG received is as per the license Agreement and timely action should be taken as per clause no 21.3 of license agreement to encash the BGs, if BGs are not renewed on time. A sample letter for conditional encashment notice to bank is also attached as **Annexure D**.

5.3. As and when BG renewal is received from bank, the details of amendment is to be updated in soft copy and physical copy of BG register & also in SARAS. If BG amount is revised due to half yearly review, same should be mentioned in remarks column without fail.

6. Half yearly review (HYR) of BGs: During April and October, half yearly review is to be conducted without fail. The calculations for half yearly review shall be done as per orders received from DOT HQ/ CGCA from time to time.

1	HYR to be done by	JA/SA
2	HYR to be checked by	AAO/AO
3	HYR to be verified by	ACAO/ACCA/ACGCA/Dy. CCA/Jt CCA/ Dy. CGCA
4	HYR to be approved by	CCA/Pr. CCA/CGCA

7. Encashment of FBG/PBG: The FBG/PBG can be encashed in the following cases:

7.1 If FBGs/PBGs are not renewed in time (as already specified in clause no 21.3 of License Agreement that BGs are to be renewed one month in advance before expiry).

7.2 If the Licensee has violated the financial/ technical conditions of license agreement- If the financial conditions of license agreement are violated, the custodian must take prompt action against defaulting licensee as per the LFP Wing letter No 31-2/2015-LFP dated 27.09.2022 and other orders/ instructions received time to time from DOT HQ/ CGCA. A sample BG encashment letter to Bank is enclosed as Annexure D - Conditional encashment Notice to Bank.

7.3

1	File for BG encashment to be put up by	JA/SA
2	File for BG encashment to be checked by	AAO/AO

3	File for BG encashment to be approved by	CGCA/ Pr CCA/ CCA
4	Letter issued by	AO/ACCA/ACAO/ACGCA

7.4 BG Encashment, if required to be done, is to be brought to the notice of competent authority before 7 days of letter to be issued for the encashment.

7.5 In case of partial encashment of BGs for any reason, action is to be taken as per clause 21.4 and immediate action is also to be taken to obtain replenished BG from the licensee.

7.6 Monitoring & Maintenance of encashed BG amount:

Following Points may also be kept in mind while encashing BGs:

(i) Ensure that the proceeds of the encashed bank guarantees are booked in the right head of account immediately and regular monitoring of the same is done by the head of office.

(ii) Adjustment of encashed bank guarantees against dues as per terms and conditions of license agreement and orders from DOT HQ should be regularly monitored by the head of office.

(iii) The Head of office in each CCA office must monitor the time taken to encash the BGs by the banks, so that delay in encashment of BG is avoided by the custodian.

(iv) If Bank Guarantee is encashed due to non-renewal/violation of license agreement and if BG is encashed partially / fully, letter is to be addressed to the licensee for replenishment of BG immediately.

8. Regarding Recovery of penalty levied on subscriber non verification

Instructions issued vide DoT HQ letter No. 7-1/2011/TA-1/1468 Dated 28.07.2011, Letter No. 1-18/2013/LF-II dated 05.12.2014 and other instructions issued by DoT HQ from time to time may be followed in respect of recovery of penalty levied on subscriber non verification (Copy enclosed as **Annexure E - DOT HQ instructions for recovery of penalty**). The demand for penalties for any other non-financial dues may be regularly monitored from other dues module of SARAS and prompt action may be taken accordingly.

9. Physical Verification of Bank Guarantees kept in Almirah

Physical verification of Bank Guarantee is to be done by third party every six months in a financial year. Certificate is to be obtained as per **Annexure F – Sample Certificate on physical verification of BGs**. In this regard file is to be put up by JA/SA on 1st working day of April and October.

10. Responsibility Matrix for maintenance of Bank Guarantees.

Regarding **Responsibility Matrix for maintenance of BG**, the head of office may ensure that a responsibility matrix w.r.t BG maintenance at CCA office be prepared and followed. It will include the various responsibilities assigned to different levels of officers/officials as indicated in this SOP.

Enclosures:

- Annexure A – Sample letter for confirmation of genuineness of BG.**
- Annexure B – Sample Proforma for BG Physical Register.**
- Annexure C – Sample Proforma for BG Soft copy Register.**
- Annexure D – Sample letter for conditional encashment notice to Bank.**
- Annexure E – DOT HQ instructions for recovery of penalty.**
- Annexure F – Sample Certificate on physical verification of BGs.**



Pratima Singh
Dy CGCA (Revenue)

Annexure- A

**Government of India
Department of Telecom
Controller of Communication Accounts**

No:

Dated

To

(Bank)

Subject: Confirmation of Genuineness of BGs issued on behalf of M/s _____

Sir,

We are in receipt of below noted FBG/ PBG in favour of President of India issued by _____ on behalf of M/s _____

The Details of FBGs/PBGs are as under: -

Sr. No	BG No.	BG Issued By	Valid Up to	Amount
Total				

The genuineness of the above Bank Guarantees is required to be confirmed by authority higher than the issuing authority. Accordingly, it is requested that the genuineness of the above cited BG/BGs may be confirmed on the letter head of your bank/branch to this office immediately. It is also requested that an advance scanned copy of your confirmation letter may also be sent through email.

**AO/ACAO/ACCA/
ACGCA (Revenue)**

Annexure B
Sample Proforma for BG Register (Physical Register)

Sl No	Name of licens ee	Licen se No.	BG Numb er	Type of servi ce	Servi ce Area	Amou nt of BG	PBG/F BG	Dat e of issu e	Date of Recei pt	Ban k	Date of Expi ry	Verificati on as per SOP	Remar ks

Annexure C

Sample Proforma for BG Register (Soft Copy)

Sl No	Name of licensee	Licence No.	BG Number	Type of service	Service Area	Amount of BG	PBG/FG	Date of issue	Date of Receipt	Bank	Date of Expiry	Scanned/Printed	Litigation details if any	Received Genuine	Released/Encashment remarks	Remarks
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Annexure- D

Government of India
Department of Telecom
Controller of Communication Accounts

To,

(Bank)**Sub: - Guarantee given by you on behalf of M/s (Licensees)- reg**

Sir,

We are in possession of the following guarantees given by your bank by way of security on behalf of the above-mentioned company for their due observance and performance of their contractual obligations/duties in accordance with license agreement entered into with this Department for operation of service: -

S. No	Guarantee Date	No.	&Amount	Valid Up to

2. The undersigned is directed to reiterate the Terms & Conditions of The License Agreement contained in Condition 21 pertaining to Bank Guarantee at sub-clause 4 and to say that it provides that the Licensee, on its own, shall extend the validity period of the Bank Guarantee at least one month prior to date of its expiry without any demand or notice from the Licensor on year-to-year basis. Any failure to do so, shall amount to violation of the terms of the License and entitle the Licensor to encash the Bank Guarantee and to convert into a cash security without any reference to the Licensee at his risk and cost.
3. The BGs shown in table are going to expire on dates mentioned in the last column of the above table. Hence it is requested to send the amendment to the above said BGs to this office before its date of expiry. **If extended BG is not submitted by the TSP before its date of expiry, you are requested to encash the said BGs on the date of expiry. Also, remit the proceeds of the said guarantee, through A PAY ORDER/DEMAND DRAFT payable at drawn in favor of "Accounts Officer (Cash)"** The DD may be sent to the below address without fail.

Name of CCA/Pr. CCA/CGCA

Address

Yours faithfully,

AO / ACAO/ACCA/ACGCA(Revenue)

Annexure E

File No. 50-1/BGPolicy/VodafoneIdeaLtd/2022/Vol.IV (Computer No. 159653)
996774/2023/Revenue

Govt. of India
Ministry of Communication & IT
Department of Telecommunications
Sanchar Bhawan, 20, Ashoka Road
New Delhi-110001

No. 7-1/2011/TA-I / 1468

Dated: 28.7.2011

To

All Pr.CCA/CCA.....

Sub: Issue of instructions for recovery of penalty levied on subscriber non-verification regarding.

Kindly refer to the above subject. The issue has been considered and following guidelines regarding implementation, procedure and role of CCA offices therein are hereby issued in accordance with the approval of the competent authority:-

- (i) The CCA office will collect payment as per the demand notice to be issued by TERM office, with following specifications-
 - a) the penalty amount is to be paid by demand draft drawn in favour of Sr.CAO(Cash)/CAO(Cash) of the respective CCA offices,
 - b) the stipulation that an interest of SBI PLR (as on 1st April of the concerned year) plus 2% would be levied for any period of delay beyond pay by date,
 - c) the stipulation that the Financial Bank Guarantee may be encashed in case the demand remains unpaid beyond the pay by date without any further notice and any additional amount left over after adjustment of the amounts due against the demand notice will be adjusted in the future dues of the licensee.
- (ii) the subject of the demand notice displayed prominently as a header.
- (iii) The recovery process will include encashment of Financial Bank Guarantee and commence after 7 days of the pay by date of the demand notice without further notice of the penalty amount along with interest, if the payment is not received within the stipulated time frame.
- (iv) In all cases of delay in payment, the TERM office will issue a demand notice to the licensee for the interest amount for the period of delay.
- (v) In case the Financial Bank Guarantee is encashed, the CCA office will ask the licensee to replace the Bank Guarantee and will act as provided in the license agreement to ensure that a fresh Financial Bank Guarantee of the amount as envisaged in the license agreement is received from the licensee.
- (vi) The Financial Bank Guarantee may have to be increased in order to ensure that the additional government dues on account of penalty for non-verification are

File No. 50-1/BGPolicy/VodafoneIdeaLtd/2022/Vol.IV (Computer No. 159653)
996774/2023/Revenue

- also securitized. Therefore, the amount of penalty imposed in the previous quarters will be added to other dues for arriving at the amount of FBG required. This may be carried out at the time of review of FBG.
- (vi) Amounts left over after adjustment of the penalty dues along with interest will be adjusted in the future dues of the licensee. The excess will be kept under MH 8447 Telecom Deposit (non works).
- (vii) In case the licensee fails to furnish a fresh Financial Bank Guarantee within 15 days after encashment, the CCA office will intimate the AS Branch of the DoT headquarters to initiate action as provided in the license agreement that would include termination of the license.
- (viii) The CCA office will send, the details of payment including the demand notice reference, date and amount of payment to the TERM office that issued the demand notice apart from its inclusion in the statement sent to the IA Branch of the headquarters on a monthly basis. The format of statement enclosed.
- (ix) Accounts heads as provided by the Accounts branch of the headquarters will be operated by the CCA offices for the purpose. At present the MH 1275 00 800 other receipts.
- (x) The CCA offices will maintain a separate register that will include the number and date of the demand notice, the license type, the license number, the license date, the service area, the amount, the pay by date, the concerned TERM office, the date on which received by the CCA, the date on which payment made in the CCA office. Format of such a register is at Annexure.

Kindly acknowledge the receipt of the letter.

(D. Sai Anutha Devi)
28/11/23
Director(A/es-I)
Tele.23036511

Copy to:

1. DDG (TERM Security)
2. Director(A/es)-I for necessary action.

File No. 50-1/BGPolicy/VodafoneIdeaLtd/2022/Vol.IV (Computer No. 159653)
996774/2023/Revenue

Government of India
Ministry of Communications & Information Technology
Department of Telecommunications
(LFA Division)
Sanchar Bhawan, 20, Ashoka Road, New Delhi-110 001.



No. 1-18/2013/LF-II

Dated, the 05.12.2014

Sub: Amendment to letter number 7-1/2011/TA-I/1468 dated 28.07.2011 regarding recovery of penalty levied on subscriber non-verification.

Ref: Letter No. 800-2/2011-VAS dated 12.12.2011

The existing clause (ii) of the letter No. 7-1/2011/TA-I/1468 dated 28.07.2011 read as follows:

- (ii) The recovery process will include encashment of Financial Bank Guarantee and commence after 7 days of the pay be date of the demand notice without further notice of the penalty amount along with interest, if the payment is not received within the stipulated time frame.

The amended clause (ii) of letter No. 7-1/2011/TA-I/1468 dated 28.07.2011 now read as follows:

- (ii) The recovery process may include encashment of Financial Bank Guarantees in case of non-payment of dues as per the terms of the licence agreement. However, FBG is to be encashed only on the specific request by the concerned DDG (TERM Cell). The request should explicitly mention the rationale behind the encashment of BG including the indications that procedures like issue of show cause notice, consideration and disposal of the representation etc. are complete.

This issues with the approval of Member (Finance).

Sukhbir
(Sukhbir) 5/12/14
Director (LFA - I)

To,

All Pr. CCAs / CCAs.

Copy for information to:

1. DDG (Security - TERM), DoT, Sanchar Bhawan, New Delhi.
2. DDG (AS), DoT, Sanchar Bhawan, New Delhi.

Annexure F**Sample Certificate for physical verification of Bank Guarantees**

This is to certify that Godrej Fire Resistant Almirah kept in Revenue Section of O/o CCA opened in my presence and the Number of Bank Guarantees was checked with Register of Bank Guarantees and found to be correct.

Total No. of Bank Guarantees-

(in words)

**Signature
Name & Designation (Third Party)**

Signature

Officer in charge for bank guarantees

Attested By

Signature

CAO/ACCA/Asst.CGCA/Dy.CCA/Jt.CCA/Dy.CGCA

Government of India
Ministry of Communications
Department of Telecommunications
Office of Controller General of Communication Accounts
NICF Campus, Ghitorni, New Delhi 110047

No:50-1/2022-BG Release/TTSL&TTML

Dated 08.07.2024

To,

Tata Teleservices Maharashtra Limited,

Sub: Regarding request for release of Performance Bank Guarantee (PBG) and Financial Bank Guarantee(FBG) for ISP License No. 820-438 /2000-LR dated 19.02.2001 furnished by Tata Teleservices (Maharashtra) Limited.

Ref: TTSL letter dated 16.05.2024.

Kindly refer to your office letter under reference wherein it was requested for release of PBG and FBG for ISP License No. 820-438/2000-LR dated 19.02.2001 furnished by Tata Teleservices (Maharashtra) Limited.

TTML ISP License No. 820-438/2000-LR dated 19.02.2001 has been migrated to Unified license on 02.11.2016 and TTML has also furnished the FBG and PBG for Unified License.

In view of the above, I am hereby directed to intimate that your request to release the following Bank Guarantees is acceded which are held with DoT in respect to Expired TTML ISP Licenses. The details is as under:-

Sl No	TSP	BG No.	BG Value	Date of Expiry	In Custody of
1	TTML-ISP (Expired)	495801GL0029420	2,00,00,000	28.05.25	CGCA
2	TTML-ISP (Expired)	495801GL0029320	10,00,000	28.05.25	CGCA
3	TTML-ISP (Expired)	OGT0001170011794	20,00,000	19.05.25	Mumbai

Signed by
Christeena Joy
Asstt. CGCA (Revenue)
Date: 08.07.2024 15:37:03

Copy for necessary action :

1. Pr. CCA Mumbai: It is requested to release the BG mentioned in serial No.3.

**Government of India
Ministry of Communications
Department of Telecommunications
Licensing Finance Policy Wing**

F. No. LFP-10/07/2023-LFP-II

Date: 22 .01.2024

**To,
CGCA,
228,2nd Floor,
UIDAI Building,
New Delhi-110001.**

Subject:- Special Campaign regarding Revenue related functions in all Pr. CCA / CCA offices - Reg

Multiple measures to streamline the functioning of the Revenue sections in all field offices and improve ease of doing business for the licensees has been done by DoT in last few years. In furtherance to the same it has been decided to organise a Special Campaign in the month of February 2024 which would cover all aspects of revenue related functions carried out by Pr.CCA/CCA offices.

2.The special campaign will focus on the following areas

- i. Completion of all pending LF and SUC assessments up to FY 2022-23 for all cases where audited documents have been received on or before 31/01/2024.
- ii. Disposal of pending representations, pending grievances and appeals of all licensees received till 31/01/2024.
- iii. Realisation of undisputed dues of all licensees.
- iv. Review and reporting of Financial violations committed by licensees to licensing wings.
- v. In case of licenses which have been surrendered /terminated till Dec 2023 following will be undertaken
 - (a) Intimation of latest updated dues status
 - (b) Issue of NDC in cases where there are no dues pending
 - (c) Meeting with surrendered/terminated licensees to intimate them about settlement of outstanding dues
- vi. Educating licensees about financial compliances under license agreement and facilities available in SARAS.
- vii. Review of all pending High Court cases on Revenue matters. In case of pending AGR related matters the Hon'ble court may be informed that the matter has been already decided by Hon'ble Supreme Court by filing an affidavit in consultation with central government standing counsel .

viii. Review of all pending insolvency/liquidation cases of decentralised licensees and taking necessary action wherever required as per SOP prescribed by DoT .

3. O/o CGCA may devise suitable formats to monitor the above activities and submit a report along with presentation to DoT by 07/03/2024. It is also requested to instruct all Pr.CCA/CCA offices to put all efforts to make the Special Campaign a success. Appropriate publicity of special campaign through social media handles may also be done .

This issues with the approval of competent authority.

Signed by

Sathish Kumar R

Date: 22-01-2024 16:20:51

Sathish Kumar R
Director (LFP-II)

Copy to:

1. Sr. DDG (LFA)/ DDG (WPF)
2. Director (LFP-I)

**Government of India
Ministry of Communications
Department of Telecommunications
Licensing Finance Policy Wing**

No. LFP-10/14/2023-LFP-II

Date: 23.01.2024

To
Jt. CGCA (Revenue),
O/o CGCA, Ghitorni,
New Delhi - 110047.

Sub: Non enforcement of LF demands which include Revenue from Pure Internet Services in calculation for UL ISP licensees

It has come to notice recently that certain assessing authorities have initiated coercive action against UL ISP licensees for nonpayment of License fee demands which included Revenue from pure internet services in the calculation.

2. These actions are not in line with the instructions issued by DOT. It has already been clearly intimated to all assessing authorities on multiple occasions that the License fee demands on UL ISP licensees which are raised by including Revenue from Pure Internet Services are subject to the outcome of CA 220/2021 pending in Hon'ble Supreme Court and cannot be enforced by DoT.

3. It may also be noted that some UL ISP licensees are also making payment of LF for Revenue from Pure Internet Services to avoid interest /penalty accumulation in case the stand of DoT is upheld by the Hon'ble Supreme Court in CA 220/2021. However in cases where the licensee submits representation against the demands raised mentioning the matter being subjudice no coercive action to realise the disputed demands are to be taken by assessing authorities.

4. It is requested to strictly instruct all Pr.CCA / CCA offices to exercise due care during the assessment process and not take any coercive action against UL ISP licensees for non-payment of LF demands which include Revenue from Pure Internet Services in the calculation.

Signed by

Sathish Kumar R

Date: 23-01-2024 18:13:14

Director (LFP-II)
Sathish Kumar R

Copy to:-

1. Sr. DDG (LFA).

Government of India
Ministry of Communications
Department of Telecommunications
Office of Controller General of Communication Accounts
NICF Campus, Ghitorni, New Delhi – 110047

No.50-1/SARASNDCMODULE/2023

Dated: 23.02.2024

To

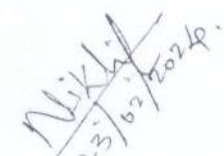
All the Pr. CCAs/CCAs/Jt. CCAs (I/c)

Subject: - Monitoring of Bank Guarantee of Inactive Licenses.

With respect to the subject mentioned above, the undersigned is directed to inform that there are huge number of BGs available in all the Pr. CCAs/CCAs for the inactive licenses which are yet to be released. But for release of the same, NDCs are required from all the concerned wings. Till the issue of release order for such BGs, all Pr. CCAs/CCAs are directed for the following –

1. The BG expiry date for such inactive licenses lying with the Pr. CCAs/CCAs must be reviewed monthly so as to prevent expiry of BGs without release/renewal.
2. Ensure that the BGs of inactive licenses are either
 - i. Released based on release orders by CGCA (or)
 - ii. Encashed if release orders could not be given by CGCA on time (as per BG expiry date) due to non-availability of NDCs from concerned wings (or)
 - iii. Renewed for one year from the date of expiry.

This may be treated as utmost important.


G S S Nikhil Bharadwaj
CAAO (Revenue)

**Government of India
Ministry of Communications
Department of Telecommunications
Licensing Finance Policy Wing**

No. LFP-10/08/2023-LFP-II

Date: 27.02.2024

To,

1. Sr.DDG(LFA), DoT
2. Jt.CGCA(Revenue) , O/o CGCA

Subject:- Clarification regarding treatment of Revenue from Bulk SMS Services in UL- Audio Conferencing/Audiotex/Voice mail Service authorization

Kindly refer to DoT letter No. 12-44/2021-LFP dated 17.07.2023 in which it had been clarified that scope of license clause in the license agreement defines services which can be offered under the license and all activities covered under scope of license will be classified as Telecom activities.

2.Representation has been received from Audiotex & Audioconferencing Service providers Association of India mentioning that during LF assessment of above mentioned authorisations some CCA offices have included revenue from bulk SMS services(Telemarketer and Aggregator functions) under License Fee (LF) calculation.

3. The matter was referred to CS division for comments and they have intimated that bulk SMS services (Telemarketer and Aggregator functions) as mentioned in the representation, do not fall under the scope of Unified Messaging Services under Voice Mail/Audiotex/UMS license as per TEC GR no.GR/UMS-01/02.APR 2005 or No.GR/UMS-01/01.AUG 2000. Further Unified Messaging Service is not mentioned in the scope of the authorization for Audio Conferencing/Audiotex/Voice Mail Service under Unified License.

4. All assessing authorities may be intimated to take into account the above during LF assessment for both stand alone Voicemail/Audiotex/UMS license and UL- Audio Conferencing/Audiotex/Voice mail Service authorization.

This issues with approval of competent authority

Signed by

Sathish Kumar R

Date: 27-02-2024 14:50:47

Sathish Kumar R
Director (LFP II)

**Government of India
Ministry of Communications
Department of Telecommunications
Licensing Finance Policy Wing
20 Ashoka Road, Sanchar Bhawan, New Delhi - 110001**

No. 1-1/2023-LFP

Date:08.03.2024

To

Jt. CGCA (Revenue),
O/o CGCA, NICF Campus,
Ghitorni, New Delhi – 110047.

Subject :- Reporting of Violation of Financial Conditions by Pr.CCA / CCA Offices– Reg.

It has been noticed that while reporting the violation of financial conditions of license agreement to licensing wings all the relevant clauses are not mentioned by the Pr.CCA / CCA offices in draft show cause notice sent. In order to standardize the process details of clauses which are to be quoted in letters issued to licensees and while reporting to licensing wings are provided below for common violations noticed:

Type of violation	UL Authorisation Chapter III	UL VNO Authorisation Chapter III
Non-payment of license fee	18.2.1, 20.1,20.4, 20.6	18.2.1, 20.1, 20.3, 20.5
Non submission of quarterly audited statements / annual financial accounts	20.6, 20.8, 20.9	20.5, 20.8, 20.9
Non replenishment of FBG / PBG on encashment	21.1, 21.2, 21.3, 21.4	21.2, 21.3

It is requested to intimate all Pr.CCA / CCA offices to follow the above.

Signed by

Sathish Kumar R

Date: 08-03-2024 15:44:23

Sathish Kumar R

Director (LFP-II)

Copy To :

1. Director (AS-IV)

2. Director(DS II)

Government of India
Ministry of Communications
Department of Telecommunications
Office of Controller General of Communication Accounts
NICF Campus, Ghitorni, New Delhi – 110047

No. 50-2/SARAS/Revenue-Part(1)

Dated: 12.03.2024

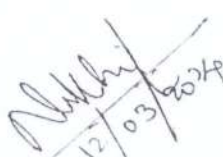
To

All Pr. CCA/CCA Offices

Sub: Reconciliation of Other dues data in SARAS. -reg.

With reference to the subject mentioned above, the undersigned is directed to submit the following -

- i. **Other Dues MIS in SARAS** may be regularly monitored by CCA offices. Demand notices uploaded there for the decentralized licenses by the issuing wings may be downloaded from SARAS and suitable action may be taken for the collection of the dues.
- ii. In case of the licensee submitting any representation against the demand, the same may be taken up with the issuing wing immediately.
- iii. In case of any further queries, the issue may be taken up with the issuing wing which has raised the demand.


12/03/2024
G S S Nikhil Bharadwaj
ACAO (Revenue)

Government of India
Ministry of Communications
Department of Telecommunications
Office of Controller General of Communication Accounts
NICF Campus, Ghitorni, New Delhi – 110047

No.: 50-4/Clarification & Guidelines/ Pr. CCA, Kolkata Dated:
21.03.2024

To

All Pr. CCA Offices

Sub: Discrepancies noticed in the revenue reported in the documents submitted with CCA offices and revenue reported in the UDIN submitted with ICAI-reg.

Ref.: Jt. CCA, O/o PCCA Kolkata letter vide no. CCA/KoI/LF/UDIN dated 28.02.2024

With regards to the subject mentioned above and letter under reference (attached), it is requested to kindly undertake an exercise with respect to under reporting of revenue by licensees in your respective zones by comparing information and details provided by the licensee and details in UDIN. URL to verify the authenticity of the documents through UDIN is <http://udin.icaai.org/>.

A report may be submitted to this office in this regard.

Further, it is requested to conduct a complete verification of documents submitted by ISPs to ensure no under reporting of revenue in the documents submitted to CCA offices. The audited documents submitted by the operators may also be cross checked with the audited documents accessible through MCA 21 website. The process of accessing documents through MCA 21 website has already been initiated for all CCAs.

This issues with the approval of competent authority.

Encl.: As above

Signed by

Gadepally Sessa Sai Nikhil Bharadwaj

Date: 21-03-2024 17:44:18

G.S.S. Nikhil Bharadwaj
ACAO (Revenue)

**Government of India
Ministry of Communications
Department of Telecommunications
Licensing Finance Policy Wing**

No.LFP-10/21/2023-LFP-II

Dated: 29-04-2024

To,
The Jt.CGCA(Revenue)
O/o CGCA
NICF Campus
Ghitorni
New Delhi-110047.

Subject: Action taken on the Major findings during Conduct of Immersion Program on 'UL (VNO) and UL (ISP) Comparative Compliance Challenges' at Zonal Level -reg.

Kindly find below the major issues raised during the immersion program conducted by Pr.CCA offices at zonal level during Q2 of FY 2023-24 and action taken on them.

SI No.	Issues raised	Action taken
USO Related Issues		
1.	Requested for support from the USO fund for ISPs as many are operating in rural areas.	Has been forward to Administrator USOF.
2.	ISP may be provided with usage of Bharat Net Fibre.	Access to all service providers for usage of Bharatnet_fibre is proposed to be made available under BharatNet phase III.
VNO Related Issues		
1.	The option of allowing VNOs to tie up with multiple NSO may be considered.	VNOs licenses other than those offering access service are presently allowed to tie up with multiple NSO's as per license agreement. TRAI has also released a Consultation Paper on Connectivity to Access Service VNOs From More Than one NSO on 28/02/2024. The outcome of the same may be awaited
Illegal Operations		
1	Licensee have requested for a conclusive and	Details of any specific case has not been provided . However the issue has been

	comprehensive action against illegal franchisees.	forwarded to licensing wings to examine and develop a mechanism in which the details of illegal operations can be reported to DoT.
2	<p>Illegal Internet Service Business: Unlicensed business: Several ISPs emphatically highlighted the ongoing problem of rogue operators who conduct illegal business without obtaining proper license from the Govt. of India or paying any revenue. They usually tend to buy bandwidth from TSPs and resell them at a very low price.</p> <p>National security threat: It is nearly impossible for subscribers to know whether the operator providing them service is legitimate or not. These underhanded operations are creating an imbalanced market and harming legal and lawfully operating companies. Not to mention, this also poses a huge national security threat.</p> <p>Lack of complaint opportunity; ISPs raised an issue on non-availability of proper complaint portal/board for flagging down the illegal operators. They asked for an opportunity to report to proper authorities.</p>	
ROW		
1.	Lack of RoW (Right of Way) Framework is also another major obstacle. ISPs and VNOs pointed out that the State Govt tends not to co-operate with ISPs in terms of Gatishakti Sanchar mission of Gol. Even after obtaining NOC, ISPs face	ROW framework is part of Telecommunication Act 2023. Issue raised have been forwarded to policy wing for consideration.

	resistance when laying fibre. Sometimes the fibre gets disconnected without their knowledge, which results in disruption of internet service and a loss of goodwill on the part of the ISPs.	
Compliance Related Issues		
1.	Instead of Bank Guarantees, most of the operators suggested for Security Deposit as the operators need to pay Bank Charges for issuance of BGs.	Matter under consideration based on recent TRAI recommendation on bank guarantees.
2.	<p>Complicated compliance procedure :</p> <p>a. ISPs and VNOs have to send compliance to a number of different DoT organizations, namely DoT HQ, O/o CGCA, TRAI, O/o CCA and Pr. CCA, LSAs and WMOs. This makes it difficult for them to keep up with so many different sets of compliance and documentation. This also takes a huge amount of time and human resource, and missing deadlines of compliance or proper documents tend to result in show-cause notice. Therefore, ISPs and VNOs urged the Department to look into the feasibility of a unified documentation and compliance system or portal where they can submit their compliances which will be accessible to all stakeholders. This will greatly streamline the process of submission of documents.</p>	Simplification of compliances will be considered as part of licensing reforms.
Pricing Related		

1.	<p>Unified / Competitive pricing- There should be a fixed minimum charge for bandwidth for across all the providers. For example, minimum base fare = Rs. 500/- for 300Mbps Broadband speed. (No provider should be allowed to provides 30Mbps of speed to residents for less than Rs. 500/- per month.) For commercial customers, residential broadband should not be given. (Usually done unlicensed operators to acquire the customer as they do not have to pay for bandwidth nor pay any taxes.)- It reduces the income of the ISP.</p>	<p>Tariff issues are under ambit of TRAI. Presently tariff of bandwidth sale is under forbearance.</p>
2.	<p>OTT platform issues: a. Little to no revenue share by OTTS: ISPs have to bear the cost of dual band routers with ONT and give free android STB for OTT streaming. But OTT platforms often do not share enough revenue for ISPs to get by, if any at all. Although they depend on ISPs for the hardware they use to provide entertainment and reach out to the vast customer base of India. b. Need for better regulation of OTTS: Several ISPs and VNOs pointed out that although OTT is decidedly the future of entertainment in India as well as the whole world, OTT platforms in India are in dire need of proper regulations and</p>	<p>The issue raised are part of business arrangement between OTT players and ISPS. No role of DoT.</p>

	<p>vigilance. They should be mandated to pay attention to proper customer care like ISPs have to maintain toll free help lines. They should also be held accountable to pay revenue, submit compliances and provide service security to the customer.</p>	
3.	<p>It was also pointed out by some companies that PSUs tend to treat ISPs and VNOs as competitors and show reluctance to provide bandwidth to them. Therefore, they are often forced to pay a high price to obtain bandwidth from TSPs. It was requested to DoT dignitaries to look into the issues so that ISPs have an easier time obtaining bandwidth at a reasonable price.</p>	<p>Obtaining bandwidth from TSPs is a commercial arrangement between TSP and VNO and tariff is under Forbearance. Besides UL VNO license agreement permits bandwidth charges paid by VNOs to TSPS as deductions.</p>
Other Issues		
1.	<p>License fee on Pure internet: Some ISPs stated their opinion that license fee should not be levied on Pure Internet and pass through benefit should be given to UL/ISP against purchase of upstream bandwidth from TSP.</p>	<p>Matter regarding levy of license fee on pure internet services is subjudice in Hon'ble Supreme Court.</p> <p>Purchase of upstream bandwidth is part of business expenses and is not considered as pass through charges This matter has been already clarified to all industry associations.</p>
2.	<p>Network Security Policy: It was stated that ISPs and VNOs are often asked by multiple LSAs to submit Network Security Policy. However, the recently available guidelines of DoT mandates that the Network Security Policy need only be</p>	<p>Matter has been forwarded to licensing wings for examination.</p>

submitted to the home LSAs of the respective ISPs and VNOS.

2. It may also be noted that issues which are not under ambit of DoT like those related to Tariff, commercial arrangement between Licensees have been reported by Pr.CCA offices to DoT. Pr.CCA/CCA offices may inform licensees to take up tariff related issues with TRAI during subsequent interactions.

3. Further the reports of future immersion programs sent to DoT may be structured in the following manner for easier analysis:

- (i) Issues raised and addressed/resolved during the program
- (ii) Issues raised and pending at CCA level
- (iii) Issues to be referred to DoT Hq

This issues with the approval of competent authority.

Signed by

Sathish Kumar R

Date: 29-04-2024 17:17:40

Sathish Kumar R

Director (LFP-II)

Copy to:-

- i. Pr. CCA Delhi, Sanchar Lekha Bhawan, Prasad Nagar, New Delhi-110005.
- ii. Pr. CCA Mumbai 2nd Floor, CTO Building, Fort, Mumbai – 400 001.
- iii. Pr. CCA Kolkata Telephone House, 8, Hare Street; 2nd Floor, Kolkata-700001
- iv. Pr. CCA Tamilnadu, 7th Floor, R.K Nagar, Telephone Exchange Building, R.K. Mutt Road, Chennai-600028.
- v. Pr. CCA Telangana ,Sanchar Lekha Bhawan, Chikkadpally Hyderabad-500020

Government of India
Ministry of Communications
Department of Telecommunications
(Licensing Finance Policy wing)
Sanchar Bhawan, Ashoka Road, New Delhi 110001

No.12-55/2022-LFP-I-120938

Dated 28.05.2024

To,
Dy .CGCA (Revenue)
O/o CGCA, NICF Campus
Ghitorni,
New Delhi-110047.

Sub: Clarification/guidelines regarding encashment of FBG & PBG in r/o M/s
Apna Telelink Pvt Ltd (ISP-IT) licensee-Reg.

Ref: No. CCA/PB/ISP IT/Apna Telelink/2022-23 dated 20.05.2024

A kind reference is invited to the above-cited letter of O/o CCA Punjab wherein clarification was sought regarding taking coercive action against M/s Apna Telelink Pvt Ltd a ISP-IT Licensee to realize the LF Outstanding dues related to ISP license amendment dated 31.03.2021 .

2. In this regard, it is to be intimated that ISP license amendment dated 31.03.2021 is under challenge in TP 29/2021 and related cases. The Ld. TDSAT in its interim order dated 10.06.2021 refers to interim prayers mentioned in paragraph-6 of the petition(copy enclosed) and has passed the following order

"In the facts of the case, the same very interim protection is granted to the eight petitioners who have claimed to be similarly situated in all vital aspects..."

.....However, considering the present pandemic and that the Tribunal is having summer vacation; the respondent is directed to extend similar protection to similarly placed licensees till the next date."

3. Department based on consultation with legal counsel has filed an MA 304/2023 (in TP 29/2021) on 19.12.2023 for vacation/modification of interim stay order dated 10.06.2021 which grants protection against coercive action to similarly placed licensees. The MA along with the TP was heard on 26.04.2024 and was adjourned to 27.08.2024. Any further updates on the matter will be provided in due course.

This issue with the approval of competent authority.

Shankar
28/5/24
ACAO (LFP)

Copy to:
1.Sr.DDG(LFA), DoT
2.CCA Punjab

Ministry of Communications
Department of Telecommunications
Office of Controller General of Communication Accounts
NICF Campus, Ghitorni, New Delhi-110047

No. 50-2/Termination/SurrenderofLicense/Cancellation Dated:11.06.2024

To

All Pr. CCAs/ CCAs/Jt. CCAs (HoC)

Subject: Timely reporting of compliance made by licensee after issue of show cause notice for violation of license conditions.

The undersigned is directed to refer to this office email dated 10.10.2023 where in it was requested to report the compliance made by the licensees after issuing SCN.

2. LFP wing, DoT HQ has reiterated that all CCA offices shall monitor such cases.

3. On receipt of any compliance by the licensees after issuing SCN, the details are to be immediately reported to the licensing wing with a copy to Revenue section, CGCA and LFP, DoT.

3. The following information be mentioned in the compliance report –

- i. Whether the licensee has **fully complied/partially complied** with instructions/violations listed out in the show cause notice.
- ii. Recommendation of CCA offices if the show cause notice is to be **further acted upon/dropped.**

Signed by
Gadepally Sesa Sai Nikhil Bharadwaj
Date: 11-06-2024 16:11:05
G.S.S Nikhil Bharadwaj
ACAO (Revenue Section)

Email

G S S Nikhil Bharadwaj

Compliance of financial conditions of License agreement by the licensee-Monitoring thereof.**From :** G S S Nikhil Bharadwaj <acao1rev-dot@gov.in>

Thu, Jun 13, 2024 12:25 PM

Subject : Compliance of financial conditions of License agreement by the licensee-Monitoring thereof.

2 attachments

To : G Venkata Bhavani <aolf.ccaap-dot@gov.in>, CCA, AP <cca-ap@nic.in>, dbacca-ap@nic.in, Nirdosh Kumar Yadav <ccaupwest.me-up@nic.in>, Anju Lata <jtccaupwest.me-up@nic.in>, CCA Bihar <cca-bih@nic.in>, CCA CHHATISGARH <cca.cg-dot@nic.in>, ccadelhi@gmail.com, CCA Gujarat <cca.guj-dot@nic.in>, ccaryana@gmail.com, MAYANK NEGI <cca-telecom-hp@nic.in>, CCA JK <ccajk@nic.in>, Geethanjali H.C <aolf.ccakar-dot@gov.in>, Ranganath Shyam <ccatrivandrum@nic.in>, pccakolkata@gmail.com, HARI GOVIND SINGH DHAKAD <cca.mp-dot@nic.in>, cca mhgoa <cca.mhgoa@gmail.com>, ccamumbai@gmail.com, ccanortheast@gmail.com, ccane2dimapur@gmail.com, Controller Dept of Telecommunication <ccaodisha.dot@nic.in>, CCA Punjab <cca.pb-dot@nic.in>, CCA Rajasthan <cca-jaip-rj-dot@nic.in>, CCA Tamilnadu <ccatn.tn@nic.in>, ccalfhyd@gmail.com, Sangeet Kumar <cca.upeast@gov.in>, CCA Dehradun <ccaddn-dot@nic.in>, CCA WB <ccawbc-dot@nic.in>, ccadehradun@rediffmail.com, caolfccaup@gmail.com, Lopamudra Mohanty <ccaassam@nic.in>, Kailash Chandra <kailash.tuniyal@gov.in>, ccaassam@gmail.com, CCA-HR-REV <aorevcca.amb-dot@gov.in>, Chetram Meena <dyccalfdot-mp@nic.in>, revenue ccadelhi <revenue.ccadelhi@gmail.com>, AO LF <aolicensefee@ccakolkata.gov.in>, jtccaup@gmail.com, BB Joshi <jtcca.ddn-dot@gov.in>, cca revenue-rj <cca.revenue-rj@gov.in>, lfsectionccabihar@gmail.com, Deputy Controller of Communication Accounts <dyccalfuso.ccatn@nic.in>, ccane1 lfsuc <ccane1.lfsuc@gmail.com>, Dipankar Mahto <cca.jh-dot@nic.in>**Cc :** Brajesh Singh <ddg.lfp-dot@gov.in>, Ashish Joshi <ashish.joshi@nic.in>, Pratima Singh <dygcgcarev-dot@gov.in>, Christeena Joy <assttcgcarev-dot@gov.in>, Dhawlendu <dhawlendu.152@gov.in>

Ref:- DoT HQ D.O No. 12-61/2022-LFP dated 28.05.2024

Respected Madam/Sir,

This is regarding compliance of financial conditions by the licensees and monitoring thereof by the respective CCA offices. In this regard, please refer to necessary guidelines circulated vide LFP letter no 31-2/2015-LFP dated 27.09.2022 and CGCA letter No.- 50-5/ATR for violation of FC of LA/Revenue dated 19.05.2023(attached).

It is reiterated that following points be taken into consideration regarding compliance of financial conditions by licensees:

1. Demands are to be raised periodically.
2. Timely encashment of BGs to be done as per License Agreement whenever violation of financial condition is noticed.
3. Recommendation of license for termination without delay on violation of financial condition by the licensee.
4. Further demand notice raised by CCA office should bear details of previous demands, if any, details of rejection of the representation, details as regards to the future course of action, etc.
5. When the licensee is under litigation, actions taken have to be in compliance with the interim order or final judgement as the case may be.

All the circles are requested to regularly monitor all aspects related to compliance of financial conditions by licensees and take necessary action as per license agreement.

Regards

ACAO (Revenue)
O/o CGCA, NICF Campus
Ghitorni
New Delhi 110047

From: "G S S Nikhil Bharadwaj" <acao1rev-dot@gov.in>
To: "G Venkata Bhavani" <aolf.ccaap-dot@gov.in>, "CCA, AP" <cca-ap@nic.in>, dbacca-ap@nic.in, "Nirdosh Kumar Yadav" <ccaupwest.me-up@nic.in>, "Anju Lata" <jtccaupwest.me-up@nic.in>, "CCA Bihar" <cca-bih@nic.in>, "CCA CHHATISGARH" <cca.cg-dot@nic.in>, ccadelhi@gmail.com, "CCA Gujarat" <cca.guj-dot@nic.in>, ccaryana@gmail.com, "MAYANK NEGI" <cca-telecom-hp@nic.in>, "CCA JK" <ccajk@nic.in>, "Geethanjali H.C" <aolf.ccakar-dot@gov.in>, "Ranganath Shyam" <ccatrivandrum@nic.in>, pccakolkata@gmail.com, "HARI GOVIND SINGH DHAKAD" <cca.mp-dot@nic.in>, "cca mhgoa" <cca.mhgoa@gmail.com>, ccamumbai@gmail.com, ccanortheast@gmail.com, ccane2dimapur@gmail.com, "Controller Dept of Telecommunication" <ccaodisha.dot@nic.in>, "CCA Punjab" <cca.pb-dot@nic.in>, "CCA Rajasthan" <cca-jaip-rj-dot@nic.in>, "CCA Tamilnadu" <ccatn.tn@nic.in>, ccalfhyd@gmail.com, "Sangeet Kumar" <cca.upeast@gov.in>, "CCA Dehradun" <ccaddn-dot@nic.in>, "CCA WB" <ccawbc-dot@nic.in>, ccadehradun@rediffmail.com, caolfccaupe@gmail.com, "Lopamudra Mohanty" <ccaassam@nic.in>, "Kailash Chandra" <kailash.tunoyal@gov.in>, ccaassam@gmail.com, "CCA-HR-REV" <aorevcca.amb-dot@gov.in>, "Chetram Meena" <dyccalfdot-mp@nic.in>, "revenue ccadelhi" <revenue.ccadelhi@gmail.com>, "AO LF" <ao-licensefee@ccakolkata.gov.in>,"

jtccauk@gmail.com, "BB Joshi" <jtcca.ddn-dot@gov.in>, "cca revenue-rj" <cca.revenue-rj@gov.in>, lfsectionccabihar@gmail.com, "Deputy Controller of Communication Accounts" <dyccalfuso.ccatn@nic.in>, "ccane1 lfsuc" <ccane1.lfsuc@gmail.com>, "Dipankar Mahto" <cca.jh-dot@nic.in>

Cc: "Brajesh Singh" <ddg.lfp-dot@gov.in>, "Ashish Joshi" <ashish.joshi@nic.in>, "Pratima Singh" <dycgcarev-dot@gov.in>, "Christeena Joy" <assttcgcarev-dot@gov.in>

Sent: Monday, April 29, 2024 4:36:48 PM

Subject: Action taken for violation of financial conditions of License agreement-reg.

Respected Madam/Sir,

Please refer to the attached CGCA letter dated 19.05.2023 and DoT letter dated 27.09.2022, wherein instructions and timeline has been given to be followed by CCA units for prompt action against defaulter licenses not paying LF and not submitting documents.

It is again requested vide this mail to strictly adhere to instructions and timelines given in the attached letters.

The following may be ensured:

- (i) Ensuring that the proceeds of the encashed bank guarantees are booked in the right head of account immediately and regular monitoring of the same by heads of offices.
- (ii) Adjustment of encashed bank guarantees against dues as per terms and conditions of license agreement and regular monitoring of the same by head of office.
- (iii) In some cases, while processing files for issuing show cause notice to licensees in LFP wing, it has come to notice that letters for BG encashment is being sent by CCA offices to banks and BGs are not encashed for 3-4 months by banks. In order to avoid such instances in future, the cases which have been sent for encashment need to be monitored by heads of offices regularly to ensure that encashment happens without delay.

This is issued with the approval of Competent Authority.

Regards

G S S Nikhil Bharadwaj
ACAO (Revenue)
O/o CGCA, NICF Campus
Ghitorni
New Delhi 110047

 **LFP letter dated 27.09.2022.pdf**
31 KB

 **CGCA letter dated 19.05.2023.pdf**
1 MB



भारत का राजपत्र The Gazette of India

सी.जी.-डी.एल.-अ.-24122023-250880
CG-DL-E-24122023-250880

असाधारण

EXTRAORDINARY

भाग II — खण्ड 1

PART II — Section 1

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं० 52] नई दिल्ली, रविवार, दिसम्बर 24, 2023/ पौष 3, 1945 (शक)
No. 52] NEW DELHI, SUNDAY, DECEMBER 24, 2023/PAUSHA 3, 1945 (SAKA)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate paging is given to this Part in order that it may be filed as a separate compilation.

MINISTRY OF LAW AND JUSTICE (Legislative Department)

New Delhi, the 24th December, 2023/Pausha 3, 1945 (Saka)

The following Act of Parliament received the assent of the President on the 24th December, 2023 and is hereby published for general information:—

THE TELECOMMUNICATIONS ACT, 2023

No. 44 OF 2023

[24th December, 2023.]

An Act to amend and consolidate the law relating to development, expansion and operation of telecommunication services and telecommunication networks; assignment of spectrum; and for matters connected therewith or incidental thereto.

BE it enacted by Parliament in the Seventy-fourth Year of the Republic of India as follows:—

CHAPTER I

PRELIMINARY

1. (1) This Act may be called the Telecommunications Act, 2023.

(2) It extends to,—

(i) the whole of India; and

(ii) to any offence committed or contravention made outside India by any person, as provided in this Act.

(3) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint and different dates may be appointed for different provisions of this Act and any reference in any such provision to the commencement of this Act shall be construed as a reference to the commencement of that provision.

Short title,
extent and
commencement.

Definitions.

2. In this Act, unless the context otherwise requires,—

(a) "appointed day" means such date as the Central Government may, by notification appoint under sub-section (3) of section 1;

(b) "assignment" of a radio frequency or radio frequency channel means the permission for a radio station to use a radio frequency or radio frequency channel under specified conditions;

(c) "assignee" means a person holding an assignment of a radio frequency or radio frequency channel under section 4;

(d) "authorisation" means a permission, by whatever name called, granted under this Act for—

(i) providing telecommunication services;

(ii) establishing, operating, maintaining or expanding telecommunication networks; or

(iii) possessing radio equipment;

(e) "authorised entity" means a person holding an authorisation under section 3;

(f) "critical telecommunication infrastructure" means telecommunication networks notified under sub-section (3) of section 22;

(g) "message" means any sign, signal, writing, text, image, sound, video, data stream, intelligence or information sent through telecommunication;

(h) "National Frequency Allocation Plan" means guidelines issued from time to time by the Central Government for the use of the spectrum;

(i) "notification" means a notification published in the Official Gazette and the expression "notified" shall be construed accordingly;

(j) "person" shall include an individual, any company or association or body of individuals, whether incorporated or not, by whatsoever name called or referred to;

(k) "prescribed" means prescribed by rules made under this Act;

(l) "radio equipment" means telecommunication equipment used or capable of use for telecommunication by means of Hertzian or radio waves;

(m) "radio waves" means electromagnetic waves of frequencies propagated in space without any artificial guide;

(n) "Schedule" means a schedule to this Act;

(o) "spectrum" means the range of frequencies of Hertzian or radio waves;

(p) "telecommunication" means transmission, emission or reception of any messages, by wire, radio, optical or other electro-magnetic systems, whether or not such messages have been subjected to rearrangement, computation or other processes by any means in the course of their transmission, emission or reception;

(q) "telecommunication equipment" means any equipment, appliance, instrument, device, radio station, radio equipment, material, apparatus, or user equipment, that may be or is being used for telecommunication, including software and intelligence integral to such telecommunication equipment; and excludes such equipment as may be notified by the Central Government;

(r) "telecommunication identifier" means a series of digits, characters and symbols, or a combination thereof, used to identify uniquely a user, a

telecommunication service, a telecommunication network, elements of a telecommunication network, telecommunication equipment, or an authorised entity;

(s) "telecommunication network" means a system or series of systems of telecommunication equipment or infrastructure, including terrestrial or satellite networks or submarine networks, or a combination of such networks, used or intended to be used for providing telecommunication services, but does not include such telecommunication equipment as notified by the Central Government;

(t) "telecommunication service" means any service for telecommunication;

(u) "user" means a natural or legal person using or requesting a telecommunication service, but does not include person providing such telecommunication service or telecommunication network."

CHAPTER II

POWERS OF AUTHORISATION AND ASSIGNMENT

3. (1) Any person intending to—

Authorisation.

(a) provide telecommunication services;

(b) establish, operate, maintain or expand telecommunication network; or

(c) possess radio equipment,

shall obtain an authorisation from the Central Government, subject to such terms and conditions, including fees or charges, as may be prescribed.

(2) The Central Government may while making rules under sub-section (1) provide for different terms and conditions of authorisation for different types of telecommunication services, telecommunication network or radio equipment.

(3) The Central Government, if it determines that it is necessary in the public interest so to do, may provide exemption from the requirement of authorisation under sub-section (1), in such manner as may be prescribed.

13 of 1885.
17 of 1933.

(4) Any exemption granted prior to the appointed day under the Indian Telegraph Act, 1885 or the Indian Wireless Telegraphy Act, 1933 shall continue under this Act, unless otherwise notified by the Central Government.

(5) Any authorised entity may undertake any merger, demerger or acquisition, or other forms of restructuring, subject to any law for the time being in force and any authorised entity that emerges pursuant to such process, shall comply with the terms and conditions, including fees and charges, applicable to the original authorised entity, and such other terms and conditions, as may be prescribed.

13 of 1885.
17 of 1933.

(6) A licence, registration, permission, by whatever name called, granted prior to the appointed day under the Indian Telegraph Act, 1885 or the Indian Wireless Telegraphy Act, 1933, in respect of provision of telecommunication services or telecommunication network—

(a) where a definite validity period is given, shall be entitled to continue to operate under the terms and conditions and for the duration as specified under such licence or registration or permission, or to migrate to such terms and conditions of the relevant authorisation, as may be prescribed; or

(b) where a definite validity period is not given, shall be entitled to continue to operate on the terms and conditions of such licence or registration or permission for a period of five years from the appointed day, or to migrate to such terms and conditions of the relevant authorisation, as may be prescribed.

(7) Any authorised entity which provides such telecommunication services as may be notified by the Central Government, shall identify the person to whom it provides telecommunication services through use of any verifiable biometric based identification as may be prescribed.

(8) The Central Government may, subject to such terms and conditions, including fees or charges as may be prescribed, allot telecommunication identifiers for use by authorised entities.

(9) The Central Government may allow use of telecommunication identifiers allotted by international bodies which are recognised by the Central Government from time to time.

Assignment
of spectrum.

4. (1) The Central Government, being the owner of the spectrum on behalf of the people, shall assign the spectrum in accordance with this Act, and may notify a National Frequency Allocation Plan from time to time.

(2) Any person intending to use spectrum shall require an assignment from the Central Government.

(3) The Central Government may prescribe such terms and conditions as may be applicable, for such assignment of spectrum, including the frequency range, methodology for pricing, price, fees and charges, payment mechanism, duration and procedure for the same.

(4) The Central Government shall assign spectrum for telecommunication through auction except for entries listed in the First Schedule for which assignment shall be done by administrative process.

Explanation.—For the purposes of this sub-section,—

(a) "administrative process" means assignment of spectrum without holding an auction;

(b) "auction" means a bid process for assignment of spectrum.

(5) (a) The Central Government may, by notification, amend the First Schedule for assignment of spectrum—

(i) in order to serve public interest; or

(ii) in order to perform government function; or

(iii) in cases where auction of spectrum is not the preferred mode of assignment due to technical or economic reasons.

(b) The notification referred to in clause (a) shall be laid before each House of Parliament.

(6) The Central Government, if it determines that it is necessary in the public interest so to do, may exempt,—

(a) from the requirement of assignment under sub-section (2), in such manner as may be prescribed; and

(b) by notification, specific usages within specified frequencies and parameters, from the requirements of sub-section (2).

(7) Any exemption with respect to use of spectrum granted under the Indian Telegraph Act, 1885 and the Indian Wireless Telegraphy Act, 1933 prior to the appointed day, shall continue under this Act, unless otherwise notified by the Central Government.

13 of 1885.
17 of 1933.

(8) Any spectrum assigned through the administrative process prior to the appointed day, shall continue to be valid on the terms and conditions on which it had been assigned, for a period of five years from the appointed day, or the date of expiry of such assignment, whichever is earlier.

(9) Any spectrum assigned through auction prior to the appointed day, shall continue to be valid on the terms and conditions on which it had been assigned.

5. The Central Government may, to enable more efficient use of spectrum, re-farm or harmonise any frequency range assigned under section 4, subject to such terms and conditions, as may be prescribed.

Re-farming and harmonisation.

Explanation.—For the purposes of this section,—

(a) "harmonisation" means rearrangement of a frequency range;

(b) "re-farming" means repurposing of a frequency range for a different use, other than that for which it is used by an existing assignee.

6. The Central Government may enable the utilisation of the spectrum in a flexible, liberalised and technologically neutral manner, subject to such terms and conditions, including applicable fees and charges, as may be prescribed.

Technologically neutral use of spectrum.

7. (1) The Central Government may, to promote optimal use of the available spectrum, assign a particular part of a spectrum that has already been assigned to an entity, known as the primary assignee, to one or more additional entities, known as the secondary assignees, where such secondary assignment does not cause harmful interference in the use of the relevant part of the spectrum by the primary assignee, subject to such terms and conditions as may be prescribed.

Optimal utilisation of spectrum.

(2) The Central Government may, notwithstanding anything contained in any other law for the time being in force, after providing a reasonable opportunity of being heard to the assignee concerned, determine that any assigned spectrum has remained unutilised for insufficient reasons for such period as may be prescribed, terminate such assignment, or a part of such assignment, or prescribe further terms and conditions relating to spectrum utilisation.

8. (1) The Central Government may establish by notification, such monitoring and enforcement mechanism as it may deem fit to ensure adherence to terms and conditions of spectrum utilisation and enable interference-free use of the assigned spectrum.

Establishment of monitoring and enforcement mechanism.

(2) The Central Government may permit the sharing, trading, leasing and surrender of assigned spectrum, subject to the terms and conditions, including applicable fees or charges, as may be prescribed.

9. No person shall be entitled to the refund of any fees or charges paid in respect of or under an authorisation or assignment granted under this Act, if such authorisation or assignment is suspended, curtailed, revoked or varied.

No refund of fees.

CHAPTER III

RIGHT OF WAY FOR TELECOMMUNICATION NETWORK

10. For the purpose of this Chapter,—

Definition of terms used in this Chapter.

(a) "facility provider" means the Central Government or any authorised entity, including any contractor or sub-contractor or agent working for the Central Government or authorised entity, and shall include their successor or assignee;

(b) "public entity" means,—

(i) the Central Government;

(ii) the State Government;

(iii) local authority;

(iv) any authority, body, company or institution incorporated or established by the Central Government or the State Government, or under any statute; or

(v) any non-government entity vested with the ownership, control or management of any public facility or class of public facilities, as may be notified by the Central Government;

(c) "public property" means any property, whether movable or immovable including any machinery, which is owned by, or in the possession of, or under the control or management of any public entity.

Right of way
for
telecommunication
network in
public property.

11. (1) Any facility provider may submit an application to a public entity under whose ownership, control or management, the public property is vested, to seek permissions for right of way for telecommunication network under, over, along, across, in or upon such public property.

(2) On receipt of an application from a facility provider under sub-section (1), the public entity shall, subject to the provisions of sub-section (4), grant permission for all or any of the following acts, namely:—

(a) survey such property for the purpose of assessing the feasibility for establishing telecommunication network; or

(b) enter the property from time to time to establish, operate, maintain, repair, replace, augment, remove or relocate any telecommunication network.

(3) The public entity shall grant permission under sub-section (2) in an expeditious manner and within such timelines as may be prescribed, and subject to such administrative expenses and compensation for right of way, which shall not exceed such amount as may be prescribed.

(4) Any rejection of an application under sub-section (1) shall be based on reasonable grounds to be recorded in writing.

(5) The facility provider shall do as little damage as possible to the public property, and ensure that the functionality and continuity of operations over such public property is not adversely affected, while undertaking any of the activities for which permission has been granted under sub-section (2).

(6) If any damage is caused to the property, the facility provider shall, at the option of the public entity, either,—

(a) restore such property to its state as existed prior to the undertaking of such activities; or

(b) pay compensation for such damage as may be mutually agreed.

(7) The provisions of this section shall be applicable to any public property vested for such projects or class of projects as notified by the Central Government, in respect of which, applications under sub-section (1) shall be made to the public entity granting the concession, contract or permission for such projects.

Right of way
for
telecommunication
network on
property not
covered under
section 11.

12. (1) Any facility provider may submit an application to the person under whose ownership, control or management of property not covered under section 11 is vested, to seek right of way for telecommunication network under, over, along, across, in or upon such property.

(2) On receipt of an application from a facility provider, the person receiving the application may enter into an agreement, specifying consideration as mutually agreed, for—

(a) undertaking surveys as may be required by the facility provider for the purpose of assessing the feasibility for establishing telecommunication network; or

(b) establishing, operating, maintaining, repairing, replacing, augmenting, removing or relocating any telecommunication network by the facility provider.

(3) The facility provider shall do as little damage as possible to the property when undertaking any of the activities for which permission has been granted under sub-section (2).

(4) In case of any damage to the property, the facility provider shall restore such property to its state as existed prior to the undertaking of such activities, failing which the person granting permission under sub-section (2), shall be entitled to compensation as may be mutually agreed, for any such damage.

(5) The Central Government may by rules provide for the procedure to be followed by a facility provider to enter, survey, establish, operate, maintain, repair, replace or relocate the telecommunication network, including the notice period, the manner of issuance of notice, the framework governing objections by owner or occupier of the property, the manner in which such objections would be resolved, and matters relating to the compensation payable for any damage.

(6) If the person under sub-section (2) fails to provide the right of way requested, and the Central Government determines that it is necessary so to do in the public interest, it may, either by itself or through any other authority designated by the Central Government for this purpose, determine that such facility provider shall be permitted the right of way to establish, operate, maintain such telecommunication network, subject to such terms and conditions, including charges for the right of way, and compensation for damage to the property, if any, to be payable to such person as may be prescribed.

13. Any person providing right of way under section 11 or section 12, shall ensure grant of right of way to the facility providers in a non-discriminatory manner and, as far as practicable, on a non-exclusive basis.

Non-discriminatory and non-exclusive grant of right of way.

14. (1) A facility provider shall not have any right, title or interest in the property on which telecommunication network is established, except the right to use the property as provided under section 11 or section 12.

Telecommunication network distinct from property on which it is installed.

(2) The telecommunication network installed on any property, shall not be subject to any claims, encumbrances, liquidation or the like, relating to such property.

(3) The telecommunication network installed on any property, shall not be considered as part of such property, including for the purposes of any transaction related to that property, or any property tax, levy, cess, fees or duties as may be applicable on that property.

(4) Notwithstanding anything contained in any other law for the time being in force, no public entity, except with the permission of an officer authorised by the Central Government for this purpose, shall have the authority to take any coercive action, such as sealing, preventing access, or forcible shutdown of the telecommunication network established by an authorised entity, except where such actions may be necessary to deal with any natural disaster or public emergency.

15. (1) The Central Government may notify infrastructure projects or class of infrastructure projects, whether being developed by a public entity by itself, through a public private partnership or by any other person, that may require establishment of common ducts or conduits or cable corridors, for installation of telecommunication network.

Power of Central Government to establish common ducts and cable corridors.

(2) The telecommunication network referred to in sub-section (1) shall be made available on open access basis to facility providers, subject to such terms and conditions, including fees and charges, as may be prescribed.

Removal,
relocation or
alteration of
telecommunication
network.

16. (1) Where, under section 11 or section 12, telecommunication network has been placed by the facility provider, under, over, along, across, in or upon any property, and any person entitled to do so desires to deal with that property in such a manner so as to render it necessary or convenient that the telecommunication network should be removed or relocated to another part thereof or to a higher or lower level or altered in form, he may require the facility provider to remove, relocate or alter the telecommunication network accordingly.

(2) If compensation has been paid under sub-section (6) of section 11, or sub-section (4) of section 12, such person shall, when making the requisition under sub-section (1), tender to the facility provider the amount requisite to defray the expense of the removal, relocation or alteration on such terms as may be mutually agreed.

(3) If any dispute arises under this Chapter, the matter shall be determined by the authority referred to in sub-section (2) of section 18.

(4) If the facility provider omits to comply with the requisition, the person making such requisition, may apply to the District Magistrate within whose jurisdiction the property is situated, to order the relocation or alteration.

(5) The District Magistrate receiving the application may, at its discretion and for reasons to be recorded in writing, approve or reject such relocation or alteration, subject to such conditions as it determines fit, including the relocation of the telecommunication network to any other part of the property or to a higher or lower level or for the alteration of its form, and the order so made shall be final.

Notice to
facility
provider.

17. (1) Any person desiring to exercise his right to deal with his property in such a manner as is likely to cause damage or to interrupt or interfere with the telecommunication network established under the provisions of this Act, or to interrupt or interfere with telecommunication services, shall give prior notice of such duration and in such manner, as may be prescribed, to the facility provider, the Central Government or to any authority that may be notified by the Central Government.

(2) The facility provider shall respond to such notice with details of such telecommunication network and precautionary measures to be undertaken, within such timelines as may be prescribed.

(3) Where a person referred to in sub-section (1) gives a notice of his exercise of the right relating to his property with the *bona fide* intention of averting imminent danger of personal injury to himself or any other person, such person shall be deemed to have complied with the provisions of the said sub-section.

(4) Any person who fails to comply with the provisions of sub-section (1), or deals with any property in such a manner as is likely to cause, or causes, damage to any telecommunication network, or is likely to interrupt or interfere, or interrupts or interferes with telecommunication services, a District Magistrate may, on the application of the facility provider, order such person to abstain from dealing with such property in such manner for a period not exceeding one month from the date of his order and forthwith to take such action with regard to such property as may be in the opinion of the District Magistrate necessary to remedy or prevent such damage, interruption or interference during such period.

(5) If any dispute arises relating to damages, the matter shall be determined by the authority referred to under sub-section (2) of section 18.

Dispute
resolution
relating to this
Chapter.

18. (1) The District Magistrate, or any other authority as notified by the Central Government, within whose jurisdiction the property is situated, shall have the exclusive powers to resolve any disputes under this Chapter, except for disputes referred to under sub-section (2) of this section.

(2) If any dispute arises relating to compensation under sub-section (6) of section 11, sub-section (2) and sub-section (4) of section 12, and sub-section (5) of section 17, it shall, on an application made for that purpose by either of the disputing parties to the District Judge within whose jurisdiction the property is situated, be determined by him.

(3) Every determination of a dispute by a District Magistrate or District Judge under this section, shall be final.

(4) Nothing in sub-section (3) shall affect the right of any person to recover by suit the whole or any part of any compensation paid by the facility provider, from the person who has received the same.

CHAPTER IV

STANDARDS, PUBLIC SAFETY, NATIONAL SECURITY AND PROTECTION OF TELECOMMUNICATION NETWORKS

19. The Central Government may notify standards and conformity assessment measures in respect of—

Power to notify standards.

(a) telecommunication equipment, telecommunication identifiers and telecommunication network;

(b) telecommunication services, in consonance with any regulations notified by the Telecom Regulatory Authority of India from time to time;

(c) manufacture, import, distribution and sale of telecommunication equipment;

(d) telecommunication security, including identification, analysis and prevention of intrusion in telecommunication services and telecommunication networks;

(e) cyber security for telecommunication services and telecommunication networks; and

(f) encryption and data processing in telecommunication.

20. (1) On the occurrence of any public emergency, including disaster management, or in the interest of public safety, the Central Government or a State Government or any officer specially authorised in this behalf by the Central Government or a State Government, if satisfied that it is necessary or expedient so to do, by notification—

Provisions for public emergency or public safety.

(a) take temporary possession of any telecommunication service or telecommunication network from an authorised entity; or

(b) provide for appropriate mechanism to ensure that messages of a user or group of users authorised for response and recovery during public emergency are routed on priority.

(2) On the occurrence of any public emergency or in the interest of public safety, the Central Government or a State Government or any officer specially authorised in this behalf by the Central Government or a State Government, may, if satisfied that it is necessary or expedient so to do, in the interest of the sovereignty and integrity of India, defence and security of the State, friendly relations with foreign States, public order, or for preventing incitement to the commission of any offence, subject to such procedure and safeguards as may be prescribed, and for reasons to be recorded in writing, by order—

(a) direct that any message or class of messages, to or from any person or class of persons, to or from any telecommunication equipment or class of telecommunication equipment, or relating to any particular subject, brought for

transmission by, or transmitted or received by any telecommunication service or telecommunication network, shall not be transmitted, or shall be intercepted or detained, or shall be disclosed in intelligible format to the officer mentioned in such order; or

(b) direct that any telecommunication service or class of telecommunication services to or from any person or class of persons, to or from any telecommunication equipment or class of telecommunication equipment, or relating to any particular subject, transmitted or received by any telecommunication service or telecommunication network, shall be suspended.

(3) The press messages, intended to be published in India, of correspondents accredited to the Central Government or a State Government shall not be intercepted or detained, unless their transmission has been prohibited under clause (a) of sub-section (2).

(4) The action specified under sub-section (1), sub-section (2) and sub-section (3) shall be for such duration and in such manner as may be prescribed.

Measures for national security, etc.

21. The Central Government may, if satisfied that it is necessary or expedient so to do, in the interest of national security, friendly relations with foreign States, or in the event of war, by notification take such measures as are necessary in the circumstances of the case, including issuing directions in respect of the following, namely:—

(a) use of telecommunication equipment, telecommunication services, telecommunication network and telecommunication identifiers;

(b) standards applicable to manufacture, import and distribution of telecommunication equipment;

(c) standards to be adopted by authorised entities or assignees;

(d) procurement of telecommunication equipment and telecommunication services only from trusted sources;

(e) suspension, removal or prohibition of the use of specified telecommunication equipment and telecommunication services from countries or person as may be notified; or

(f) taking over the control and management of, or suspending the operation of, or entrusting any authority of the Central Government to manage any or all of any telecommunication services, or any telecommunication network or part thereof, connected with such telecommunication services.

Protection of telecommunication network and telecommunication services.

22. (1) The Central Government may by rules provide for the measures to protect and ensure cyber security of telecommunication networks and telecommunication services.

(2) The measures may include collection, analysis and dissemination of traffic data that is generated, transmitted, received or stored in telecommunication networks.

Explanation.—For the purposes of this sub-section, the expression "traffic data" means any data generated, transmitted, received or stored in telecommunication networks including data relating to the type, routing, duration or time of a telecommunication.

(3) The Central Government may, by notification in the Official Gazette, declare any telecommunication network, or part thereof, as Critical Telecommunication Infrastructure, disruption of which shall have debilitating impact on national security, economy, public health or safety.

(4) The Central Government may by rules provide for the standards, security practices, upgradation requirements and procedures to be implemented for such Critical Telecommunication Infrastructure.

23. If it appears necessary or expedient so to do in the public interest, the Central Government may direct any authorised entity to transmit in its telecommunication services or telecommunication network, specific messages, in such manner as may be specified.

Power to give directions.

CHAPTER V

DIGITAL BHARAT NIDHI

13 of 1885.

24. (1) The Universal Service Obligation Fund created under the Indian Telegraph Act, 1885, shall, from the appointed day, be the "Digital *Bharat Nidhi*", under the control of the Central Government, and shall be used to discharge functions as set forth in this Act.

Establishment of Digital *Bharat Nidhi*.

(2) Any sums of money attributable to the Digital *Bharat Nidhi* that is paid pursuant to an authorisation under section 3, shall be credited to the Digital *Bharat Nidhi*.

(3) The balance to the credit of the Digital *Bharat Nidhi* shall not lapse at the end of the financial year.

(4) All amounts payable under licences granted prior to the appointed day towards the Universal Service Obligation, shall be deemed to be the amounts payable towards the Digital *Bharat Nidhi*.

25. The sums of money received towards the Digital *Bharat Nidhi* under section 24, shall first be credited to the Consolidated Fund of India, and the Central Government may, if Parliament by appropriation made by law in this behalf so provides, credit such proceeds to the Digital *Bharat Nidhi* from time to time for being utilised exclusively to meet any or all of the following objectives, namely:—

Crediting of sum to Consolidated Fund of India.

(a) support universal service through promoting access to and delivery of telecommunication services in underserved rural, remote and urban areas;

(b) support research and development of telecommunication services, technologies, and products;

(c) support pilot projects, consultancy assistance and advisory support towards provision of service under clause (a) of this section;

(d) support introduction of telecommunication services, technologies, and products.

26. The Digital *Bharat Nidhi* shall be administered in a manner, as may be prescribed.

Administration of Digital *Bharat Nidhi*.

CHAPTER VI

INNOVATION AND TECHNOLOGY DEVELOPMENT

27. The Central Government may, for the purposes of encouraging and facilitating innovation and technological development in telecommunication, create one or more regulatory sandboxes, in such manner, and for such duration, as may be prescribed.

Regulatory sandbox.

Explanation.—For the purposes of this section, the expression "regulatory sandbox" refers to a live testing environment where new products, services, processes and business models which may be deployed, on a limited set of users, for a specified period of time, with certain relaxations from the provisions of this Act.

CHAPTER VII

PROTECTION OF USERS

Measures for protection of users.

28. (1) For the purposes of this section, "specified message" means any message offering, advertising or promoting goods, services, interest in property, business opportunity, employment opportunity or investment opportunity, whether or not—

(a) the goods, services, interest, or opportunity are real; or

(b) it is lawful to acquire such goods, services, property, interest or take up the opportunity.

(2) The Central Government may by rules provide for measures for protection of users, in consonance with any regulations notified by the Telecom Regulatory Authority of India from time to time, including measures such as—

(a) the prior consent of users for receiving certain specified messages or class of specified messages;

(b) the preparation and maintenance of one or more registers, to be called as "Do Not Disturb" register, to ensure that users do not receive specified messages or class of specified messages without prior consent; or

(c) the mechanism to enable users to report any malware or specified messages received in contravention of this section.

(3) An authorised entity providing telecommunication services shall establish an online mechanism to enable users to register any grievance pertaining to the telecommunication service, and redressal of such grievances, in such manner as may be prescribed.

Duty of users.

29. No user shall—

(a) furnish any false particulars, suppress any material information, or impersonate another person, while establishing his identity for availing of telecommunication services; or

(b) fail to share information as required under this Act.

Dispute resolution mechanism to redress user grievances.

30. (1) The Central Government may establish or approve one or more online dispute resolution mechanisms for the resolution of disputes between users and authorised entities providing telecommunication services.

(2) Every authorised entity providing telecommunication services shall participate in the dispute resolution mechanism established under sub-section (1), and shall comply with such terms and conditions of participation in such mechanism as may be prescribed.

(3) This section shall not affect the rights of consumers under the Consumer Protection Act, 2019.

35 of 2019.

CHAPTER VIII

ADJUDICATION OF CERTAIN CONTRAVENTIONS

Definitions of terms used in this Chapter.

31. For the purposes of this Chapter,—

(a) "Adjudicating Officer" means an officer appointed under section 35; and

(b) "Designated Appeals Committee" means the committee appointed under section 36.

Breach of terms and conditions of authorisation or assignment.

32. (1) In case of breach of any of the terms and conditions of authorisation or assignment granted under this Act, the Adjudicating Officer shall, pursuant to an inquiry under the provisions of this Chapter—

(a) pass an order in writing in respect of one or both of the following, namely:—

(i) direct such authorised entity, or assignee to do or abstain from doing any act or thing to prevent such breach or for such compliance;

(ii) impose civil penalties as specified in the Second Schedule; and

(b) make recommendations for the consideration of the Central Government regarding suspension, revocation, or curtailment of the duration of the authorisation or assignment.

(2) The Central Government may, after due consideration of the recommendations of the Adjudicating Officer under clause (b) of sub-section (1), suspend, curtail or revoke the authorisation or assignment, as the case may be, which may be reversed if the substantial violation is remedied to the satisfaction of the Central Government.

(3) While imposing penalties specified in the Second Schedule under this section and section 33, the Adjudicating Officer shall have due regard to the following factors, namely:—

(a) nature, gravity and duration of the contravention, taking into account the scope of the contravention;

(b) number of persons affected by such contravention, and the level of harm suffered by them;

(c) intentional or negligent character of the contravention;

(d) repetitive nature of the contravention;

(e) action taken by the concerned person to mitigate the contravention, including by providing a voluntary undertaking under sub-section (1) or sub-section (2) of section 34;

(f) revenue loss caused to the Central Government;

(g) any aggravating factors relevant to the circumstances of the case, such as the amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the contravention; and

(h) any mitigating factors relevant to the circumstances of the case, such as the timely rectification of the contravention, or steps taken for the avoidance of loss as a result of the contravention.

33. (1) The Adjudicating Officer shall, upon receipt of a complaint in such form, manner and accompanied by such fees as may be prescribed, relating to contravention of this Act as specified in the Third Schedule, or *suo motu*, conduct an inquiry under the provisions of this Chapter, pass an order in writing specifying the civil penalty up to an amount as specified in the Third Schedule, payable by the person committing such contravention.

Contraventions
of Act.

(2) The provisions of the Third Schedule shall apply to the abetment of, or attempt to commit, or conspiracy to commit such contravention, as they apply to such contravention.

34. (1) Any authorised entity or assignee committing the contravention as provided under section 32 or under serial No. 4 of the Third Schedule may, prior to any notice or initiation of process of determination of such contravention, submit a voluntary undertaking to the Adjudicating Officer, disclosing such contravention and measures taken or to be taken to mitigate such contravention.

Voluntary
undertaking
for
contraventions.

(2) The acceptance of voluntary undertaking given under sub-section (1), subject to the provisions of sub-section (6), shall constitute a bar on proceedings under this Chapter.

(3) Where the Adjudicating Officer has reasonable grounds to believe that a contravention as provided under section 32 or under serial No. 4 of the Third Schedule may have occurred, then it shall serve a notice to the authorised entity or assignee concerned under the relevant section.

(4) At any time during the process of hearing under sub-section (3), the authorised entity or assignee, may, submit a voluntary undertaking specifying the mitigation measures it proposes to take in respect of such contravention.

(5) The acceptance of the voluntary undertaking submitted under sub-section (4), subject to the provisions of sub-section (6), shall be construed as a mitigation measure and shall be duly considered for the purpose of determination of civil penalties under clause (a) of sub-section (1) of section 32, or under serial No. 4 of the Third Schedule.

(6) The voluntary undertaking under sub-section (1) or sub-section (4) of this section, may include an undertaking to take a specified action within a specified time; an undertaking to refrain from taking a specified action; and an undertaking to publicise the voluntary undertaking.

(7) The Adjudicating Officer may accept the voluntary undertaking under sub-section (1) or sub-section (4), or with the agreement of the authorised entity or assignee providing the voluntary undertaking, vary the terms included in such voluntary undertaking.

(8) When the authorised entity or assignee providing a voluntary undertaking fails to comply with any terms of such undertaking, the Adjudicating Officer may, after giving such authorised entity or assignee a reasonable opportunity of being heard, proceed with imposition of civil penalties specified under the Second Schedule or the Third Schedule, as applicable.

Adjudicating
Officer.

35. (1) For the purposes of this Chapter, the Central Government shall, by an order published in the Official Gazette, appoint any officer of the Central Government not below the rank of Joint Secretary as one or more Adjudicating Officers for holding an inquiry in such manner as may be prescribed.

(2) The Adjudicating Officer may, upon the holding of such inquiry, pass such order as he deems fit in accordance with the provisions of section 32 or section 33.

Designated
Appeals
Committee.

36. (1) The Central Government may, by an order published in the Official Gazette, appoint officers of the Central Government not below the rank of Additional Secretary, as members of one or more Designated Appeals Committee to which any person aggrieved by an order made by the Adjudicating Officer under sub-section (1) of section 32 or under section 33, may prefer an appeal.

(2) Every appeal under sub-section (1) shall be filed within a period of thirty days from the date on which the copy of the order made by the Adjudicating Officer is received by the aggrieved person, and shall be in such form, manner and be accompanied by such fees as may be prescribed.

Process to be
followed by
Adjudicating
Officer and
Designated
Appeals
Committee.

37. (1) The functioning of the Adjudicating Officer and the Designated Appeals Committee shall, as far as possible, be digital by design and they shall function as digital offices and deploy such techno-legal measures as may be prescribed, to enable online process for their functioning.

(2) The Adjudicating Officer and Designated Appeals Committee shall have the same powers as a civil court, and all proceedings before it shall be deemed to be judicial proceedings within the meaning of sections 193 and 228 of the Indian Penal Code.

Enforcement.

38. Any order made by the Adjudicating Officer or the Designated Appeals Committee shall be executable in the same manner as if it were a decree of civil court; and such orders shall be deemed to be final decrees under this section on the expiry of the period allowed for preferring an appeal against such orders as provided in section 36 and section 39.

24 of 1997. **39.** Any person aggrieved by an order of the Designated Appeals Committee under section 36, in so far as it pertains to matters under sub-section (1) of section 32, or an order of the Central Government under sub-section (2) of section 32, may prefer an appeal to the Telecom Disputes Settlement and Appellate Tribunal constituted under section 14 of the Telecom Regulatory Authority of India Act, 1997, within a period of thirty days from the date on which a copy of the order is received by such authorised entity or assignee.

Appeals on matters relating to section 32.

40. Any person aggrieved by an order of the Designated Appeals Committee under section 36, in so far as it pertains to matters under section 33, may prefer an appeal to any civil court having jurisdiction over the matter.

Appeals on matters relating to section 33.

41. No civil court shall have jurisdiction in respect of any matter which the Adjudicating Officer, the Designated Appeals Committee, the Central Government or the Telecom Disputes Settlement and Appellate Tribunal are empowered by or under this Chapter to determine.

Jurisdiction of civil court barred.

CHAPTER IX

OFFENCES

42. (1) Whoever provides telecommunication services or establishes telecommunication network without authorisation under sub-section (1) of section 3, or causes damage to critical telecommunication infrastructure shall be punishable with imprisonment for a term which may extend to three years, or with fine which may extend up to two crore rupees, or with both.

General provisions relating to offences.

(2) Whoever directly or indirectly or through personation—

(a) gains or attempts to gain unauthorised access to a telecommunication network or to data of an authorised entity or transfers data of an authorised entity; or

(b) intercepts a message unlawfully,

shall be punishable with imprisonment for a term which may extend to three years, or with fine which may extend up to two crore rupees, or with both.

Explanation.—For the purposes of this sub-section,—

(i) the expression "personation" shall have the same meaning as assigned to it under section 416 of the Indian Penal Code;

(ii) data of an authorised entity includes call data records, internet protocol data records, traffic data, subscriber data records and the like.

(3) Whoever,—

(a) possesses or uses without an authorisation, any equipment that blocks telecommunication;

(b) uses telecommunication identifiers not allotted or permitted in accordance with sub-sections (8) and (9) of section 3;

(c) tampers with telecommunication identifiers;

(d) possesses radio equipment without an authorisation or an exemption that can accommodate more than specified number of subscriber identity modules;

(e) obtains subscriber identity modules or other telecommunication identifiers through fraud, cheating or personation;

(f) wilfully possesses radio equipment knowing that it uses unauthorised or tampered telecommunication identifiers,

shall be punishable with imprisonment for a term which may extend to three years, or with fine which may extend up to fifty lakh rupees, or with both.

(4) Whoever wilfully contravenes any measures specified in the notification on national security under section 21 shall be punishable with imprisonment for a term which may extend to three years, or with fine which may extend up to two crore rupees, or with both and the Central Government may, if it deems fit, also suspend or terminate the telecommunication service of such person.

(5) Whoever causes damage to telecommunication network, other than critical telecommunication infrastructure shall be liable for compensation for the damage caused and fine which may extend up to fifty lakh rupees.

(6) Whoever abets any offence, or attempts to commit, or conspires to commit an offence under this Act, shall if the act abetted or conspired is committed in consequence of such abetment or conspiracy, be punished with the punishment provided for the offence.

(7) Notwithstanding anything contained in the Code of Criminal Procedure, 1973, all offences specified under this section shall be cognizable and non-bailable.

2 of 1974.

(8) No court inferior to that of a Chief Metropolitan Magistrate or a Chief Judicial Magistrate of first class shall try any offence punishable under this Act.

Power to search.

43. Any officer authorised by the Central Government in this behalf, may search any building, vehicle, vessel, aircraft or place in which he has reason to believe that any unauthorised telecommunication network or telecommunication equipment or radio equipment in respect of which an offence punishable under section 42 has been committed, is kept or concealed and take possession thereof.

Supply of information to authorised officers.

44. Notwithstanding anything contained in any law for the time being in force, where the Central Government is satisfied that any information, document or record in possession or control of any authorised entity or assignee relating to any telecommunication service, telecommunication network or use of spectrum, availed by any entity or consumer or subscriber is necessary to be furnished in relation to any pending or apprehended civil or criminal proceedings, an officer, specially authorised in writing by the Central Government in this behalf, shall direct such authorised entity or assignee to furnish such information, document or record to him and the authorised entity or assignee shall comply with the direction of such officer.

CHAPTER X

MISCELLANEOUS

Creation of security interests.

45. The Central Government may provide for such security interest which an authorised entity may provide to lenders financing such entities on such terms and conditions of such security interest as may be prescribed.

Certification of person for operation of radio equipment on a vessel or aircraft.

46. The Central Government may grant certification to any person to operate a radio equipment on such class of vessels registered under the Merchant Shipping Act, 1958, aircrafts registered under the Aircraft Act, 1934 and any other category of vessels or vehicles as may be notified by the Central Government, in accordance with such terms and conditions, including applicable fees and charges, as may be prescribed.

44 of 1958.
22 of 1934.

Certification for amateur station operator.

47. The Central Government may by rules provide for the manner of certification of person to install and operate an amateur station and such rules may specify the qualifications and terms and conditions subject to which, a certification for operating an amateur station may be granted, including through conduct of examinations for granting such certification, the fees and charges to be paid thereof, and other connected matters.

Explanation.—For the purposes of this section,—

(a) "amateur services" means radio communication services for the purpose of self-training, intercommunication and technical investigations carried out by amateurs, that is, by duly authorised person interested in radio technique solely with a personal aim and without any pecuniary interest;

(b) "amateur station" means a radio station operated by an amateur for amateur services.

48. No person shall possess or use any equipment that blocks telecommunication unless permitted by the Central Government, or any authority authorised for specific purpose by the Central Government.

Prohibition of use of equipment which blocks telecommunication.

49. (1) The penalties imposed pursuant to the provisions of Chapter VIII or Chapter IX, shall be in addition to, and not in derogation of, any liability in respect of payment of compensation or payment of any fees or charges due by an authorised entity or assignee.

Penalties not to affect other liabilities.

(2) The provisions of this Act are in addition to and without prejudice to any other liability which a person may have incurred under any other law for the time being in force.

50. This Act shall apply to any offence committed or contravention made outside India by any person if the act or conduct constituting such offence or contravention involves a telecommunication service provided in India, or telecommunication equipment or telecommunication network located in India.

Act to apply for offence or contravention committed outside India.

51. No suit, prosecution or other legal proceeding shall lie against the Central Government, the State Government, or any other authority under this Act or any person acting on their behalf, as the case may be, for anything which is done in good faith, or intended to be done in pursuance of this Act or any rule, regulation or order made thereunder.

Protection of action taken in good faith.

52. (1) The provisions of this Act shall be in addition to, and not be construed in derogation of the provisions of any other law, and shall be construed as consistent with such law, for the time being in force.

Consistency with other laws.

(2) If any conflict arises between a provision of this Act and a provision of any other law for the time being in force in the whole of India or restricted to the application within the territory of any State, the provision of this Act shall prevail to the extent of such conflict.

53. The implementation of the Act shall be digital by design and the Central Government shall take any such measures as necessary to enable the digital implementation of the Act.

Implementation of Act.

54. No employee of an authorised entity shall, in any legal proceeding to which such authorised entity is not a party, be compelled to appear as a witness to prove the information contained in any electronic records submitted under sub-section (4) of section 65B of the Indian Evidence Act, 1872, except as required by order of the Court or a Judge made for special cause.

Employee of authorised entity not to be compelled to appear as witness.

1 of 1872.

55. The privilege of the Central Government to grant authorisations or assignment under this Act in the Continental Shelf and the Exclusive Economic Zone of India and the rights of an authorised entity or assignee, as the case may be, shall be subject to the Territorial Waters, Continental Shelf, Exclusive Economic Zone and other Maritime Zones Act, 1976, and applicable international laws as accepted and ratified by India.

Rights in Continental Shelf and Exclusive Economic Zone.

80 of 1976.

56. (1) The Central Government may, by notification, and subject to the condition of previous publication, make rules not inconsistent with the provisions of this Act, to carry out the purposes of this Act.

Power of Central Government to make rules.

(2) In particular and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:—

(a) the terms and conditions, including fees or charges for obtaining authorisation under sub-section (1) of section 3;

(b) the manner of exemption for providing authorisation under sub-section (3) of section 3;

(c) the terms and conditions, including fees and charges, applicable to the original authorised entity that emerges pursuant to any merger, demerger, acquisition, or other forms of restructuring, under sub-section (5) of section 3;

(d) the terms and conditions for migration under sub-section (6) of section 3;

(e) the verifiable biometric based identification to be used by an authorised entity of telecommunication services under sub-section (7) of section 3;

(f) the terms and conditions, including fees or charges for allotment of telecommunication identifiers for use by authorised entities under sub-section (8) of section 3;

(g) the terms and conditions for the assignment of spectrum, including the frequency range, methodology for pricing, price, fees and charges, payment mechanism, duration and procedure under sub-section (3) of section 4;

(h) the manner of exemptions for assignment of spectrum under sub-section (7) of section 4;

(i) the terms and conditions for re-farming and harmonisation under section 5;

(j) the terms and conditions, including applicable fees and charges, and any other relevant condition subject to which the utilisation of the spectrum in a flexible, liberalised and technologically neutral manner under section 6;

(k) the terms and conditions for optimal utilisation of spectrum under sub-section (1) of section 7;

(l) the period of unutilised spectrum for insufficient reasons and further terms and conditions relating to spectrum utilisation under sub-section (2) of section 7;

(m) the terms and conditions, including applicable fees or charges for sharing, trading, leasing and surrender of assigned spectrum, under sub-section (2) of section 8;

(n) the timeline for granting permission for right of way for telecommunication network in public property; and the amount for administrative expenses and compensation for right of way under sub-section (3) of section 11;

(o) the procedure to be followed by a facility provider to enter, survey, establish, operate, maintain, repair, replace or relocate the telecommunication network, including the notice period, the manner of issuance of notice, the framework governing objections by owner or occupier of the property, the manner in which such objections would be resolved, and matters relating to the compensation payable for any damage under sub-section (5) of section 12;

(p) the terms and conditions, including charges for right of way, and compensation for damage to the property, under sub-section (6) of section 12;

(q) the terms and conditions, including fees and charges subject to which the telecommunication network to be made available on open access basis to facility providers under sub-section (2) of section 15;

(r) the procedure and manner for giving prior notice under sub-section (1) of section 17;

(s) the timeline for responding the notice with details of telecommunication network and precautionary measures to be undertaken by the facility provider under sub-section (2) of section 17;

(t) the procedure and safeguards for public emergency or public safety under sub-section (2) of section 20;

(u) the duration and manner of taking action for public emergency or public safety under sub-section (4) of section 20;

(v) the measures to protect and ensure cyber security of, telecommunication networks and telecommunication services under sub-section (1) of section 22;

(w) the standards, security practices, upgradation requirements and procedures to be implemented for the Critical Telecommunication Infrastructure under sub-section (4) of section 22;

(x) the manner for administration of Digital *Bharat Nidhi* under section 26;

(y) the manner and duration for creating Regulatory Sandbox under section 27;

(z) the measures for protection of users under sub-section (2) of section 28;

(za) the manner for registration of any grievance and redressal of such grievances pertaining to the telecommunication service under sub-section (3) of section 28;

(zb) the terms and conditions for participating in the dispute resolution mechanism under sub-section (2) of section 30;

(zc) the form, manner and fees to be accompanied with the complaint under sub-section (1) of section 33;

(zd) the manner for holding inquiry by the Adjudicating Officer under sub-section (1) of section 35;

(ze) the form, manner and fees for filing an appeal before the Designated Appeals Committee under sub-section (2) of section 36;

(zf) the techno-legal measures for functioning of the Adjudicating Officer and the Designated Appeals Committee under sub-section (1) of section 37;

(zg) the terms and conditions of security interest under section 45;

(zh) the terms and conditions, including applicable fees and charges for granting certificates under section 46;

(zi) the manner of certification, qualification, and terms and conditions, including fees and charges for the examination for amateur station operator under section 47;

(zj) any other matter which is to be, or may be, prescribed, or in respect of which provision is to be made by rules.

(3) Every rule made under this Act and amendment to the Schedule made under section 57 shall be laid, as soon as may be after it is made, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both

Houses agree in making any modification in the rule or amendment to the Schedule or both Houses agree that the rule or amendment to the Schedule should not be made, the rule or amendment to the Schedule shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule or amendment to the Schedule.

Power of
Central
Government
to amend
Schedules.

57. (1) Subject to the provisions of this section, the Central Government may, by notification,—

(a) amend the First Schedule;

(b) amend the Second Schedule or the Third Schedule:

Provided that penalty or civil penalty specified in such Schedules shall be not exceeding ten crore rupees.

(2) Any amendment made under sub-section (1) shall have effect as if enacted in this Act and shall come into force on the date of the notification, unless the notification otherwise directs.

Power to
remove
difficulties.

58. (1) If any difficulty arises in giving effect to the provisions of this Act, the Central Government may, by order published in the Official Gazette, make such provisions, not inconsistent with the provisions of this Act, as may be necessary or expedient, for removing the difficulty:

Provided that no order shall be made under this section after the expiration of three years from the date of commencement of this Act.

(2) Every order made under this section shall be laid, as soon as may be after it is made, before each House of Parliament.

Amendment
to Act 24 of
1997.

59. In the Telecom Regulatory Authority of India Act, 1997,—

(a) in section 2,—

(i) in sub-section (1),—

(A) for clause (e), the following clause shall be substituted, namely:—

'(e) "licensee" means an authorised entity providing telecommunication services under the Telecommunications Act, 2023, or registered for providing cable television network under the Cable Television Networks (Regulation) Act, 1995 or any other Act for the time being in force;'

7 of 1995.

(B) for clause (ea), the following clause shall be substituted, namely:—

'(ea) "licensor" means the Central Government which grants an authorisation for telecommunication services under the Telecommunications Act, 2023, or registration under the Cable Television Networks (Regulation) Act, 1995 or any other Act for the time being in force;'

7 of 1995.

(C) after clause (j), the following clause shall be inserted, namely:—

'(ja) "telecommunication" shall have the meaning as assigned to it in the Telecommunications Act, 2023;'

(D) for clause (k), the following clause shall be substituted, namely:—

'(k) "telecommunication services" means any service for telecommunication;'

13 of 1885.
17 of 1933.
7 of 1995.

(ii) in sub-section (2), for the words and figures "the Indian Telegraph Act, 1885 or the Indian Wireless Telegraphy Act, 1933", the words, figures and brackets "the Telecommunications Act, 2023 or the Cable Television Networks (Regulation) Act, 1995" shall be substituted;

(b) in section 4, for the proviso, the following provisos shall be substituted, namely:—

"Provided that a person who is, or has been, in the service of Government shall not be appointed—

(a) as a Chairperson unless such person has held the post of Secretary to the Government of India or any equivalent post in the Central Government or the State Government; or

(b) as a member unless such person has held the post of Additional Secretary to the Government of India or any equivalent post in the Central Government or the State Government:

Provided further that a person who is, or has been, in a service other than that of Government, shall be appointed—

(a) as a Chairperson if such person has at least thirty years of professional experience and has served as a member of the board of directors or a chief executive of a company in the areas as specified in this section; or

(b) as a Member if such person has at least twenty-five years of professional experience and has served as a member of the board of directors or chief executive of a company in the areas as specified in this section.";

(c) in section 11,—

(i) in sub-section (1),—

13 of 1885.
7 of 1995.

(A) for the words and figures "Indian Telegraph Act, 1885", the words, figures and brackets "Telecommunications Act, 2023 or the Cable Television Networks (Regulation) Act, 1995" shall be substituted;

(B) in the fifth proviso, for the portion beginning with the words "may, within fifteen days from the date of receipt" and ending with the words "take a final decision", the following shall be substituted, namely:—

"shall, within thirty days from the date of receipt of such reference communicate to the Central Government any further recommendations that it may have, after considering the reference made by the Central Government and after receipt of further recommendation if any, the Central Government shall take a final decision.";

(ii) in sub-section (2),—

13 of 1885.
7 of 1995.

(A) for the words and figures "Indian Telegraph Act, 1885", the words, figures and brackets "Telecommunications Act, 2023 or the Cable Television Networks (Regulation) Act, 1995" shall be substituted;

(B) after the proviso, the following proviso shall be inserted, namely:—

"Provided further that the Authority may direct an authorised entity or class of authorised entities providing telecommunication services, to abstain from predatory pricing that is harmful to competition, long term development and the overall health of the telecommunication sector.";

(d) in section 14, in clause (a),—

(i) sub-clause (i) shall be omitted;

(ii) for paragraph (C), the following shall be substituted, namely:—

"(C) any disputes to be adjudicated by the Adjudicating Officer or the Designated Appeals Committee under the Telecommunications Act, 2023;

(iii) after clause (c), the following clause shall be inserted, namely:—

"(d) hear and dispose of appeals under section 39 of the Telecommunications Act, 2023.

Any action instituted under the Telecom Regulatory Authority of India Act, 1997 and pending immediately before the appointed day in the Telecom Disputes Settlement and Appellate Tribunal, shall continue to be heard and disposed of by the Telecom Disputes Settlement and Appellate Tribunal as if this Act had not been passed;";

24 of 1997.

(e) for section 38, the following section shall be substituted, namely:—

"38. The provisions of this Act shall be in addition to the provisions of the Telecommunications Act, 2023 and, in particular, nothing in this Act shall affect any jurisdiction, powers and functions required to be exercised or performed by the appropriate authority in relation to any area falling within the jurisdiction of such authority."

Application of certain laws.

CHAPTER XI

REPEAL AND SAVINGS

60. (1) Subject to the other provisions of this section, the enactments namely, the Indian Telegraph Act, 1885, and the Indian Wireless Telegraphy Act, 1933, are hereby repealed.

13 of 1885.
17 of 1933.

(2) Notwithstanding the repeal of the provisions aforesaid, anything done or any action taken including any grant of license, registration or assignment, any order, or proceeding, pending or ongoing, under the repealed provisions shall be deemed to have been done or taken under this Act, and the provisions of this Act shall have effect in relation thereto.

(3) The provisions of Part-III of the Indian Telegraph Act, 1885 shall continue to apply to all cases pertaining to laying down of transmission lines under section 164 of the Electricity Act, 2003 as if the Indian Telegraph Act, 1885 has not been repealed, and the provisions of Part-III of the Indian Telegraph Act, 1885 shall continue in force with reference to section 164 of the Electricity Act, 2003 till such time as section 164 of the Electricity Act, 2003 is amended.

13 of 1885.

36 of 2003.

Repeal of certain Acts and savings.

13 of 1885.
17 of 1933.

61. All rules, orders, made or purported to have been made under the Indian Telegraph Act, 1885 or under the Indian Wireless Telegraphy Act, 1933, shall, in so far as they relate to matters for which provision is made in this Act and are not inconsistent therewith, be deemed to have been made under this Act as if this Act had been in force on the date on which such rules, orders were made, and shall continue in force unless and until they are superseded by any rules made under this Act.

Existing rules
to continue.

13 of 1885.
17 of 1933.

62. All acts of executive actions done, decisions taken, actions done, proceedings taken and orders passed, prior to the appointed day, by the Central Government, by any officer of the Central Government, or by any other authority, with respect to assignment of spectrum or provision of telecommunication services, or telecommunication network or establishment of telecommunication infrastructure, in the belief or purported belief that the acts done, decisions taken, actions done, and proceedings taken, were being done, taken or passed under the Indian Telegraph Act, 1885, or the Indian Wireless Telegraphy Act, 1933, shall be as valid and operative as if they had been done, taken or passed in accordance with law; and no suit or other legal proceeding shall be maintained or continued against any person whatsoever, on the ground that any such acts, decisions, proceedings taken were not done or taken in accordance with law.

Validation of
certain acts
and indemnity.

THE FIRST SCHEDULE

[See sections 4 (4), (5) and 57(1)]

ASSIGNMENT OF SPECTRUM THROUGH ADMINISTRATIVE PROCESS

1. National security and defence.
2. Law enforcement and crime prevention.
3. Public broadcasting services.
4. Disaster management, safeguarding life and property.
5. Promoting scientific research, resource development, and exploration.
6. Safety and operation of roads, railways, metro, regional rail, inland waterways, airports, ports, pipelines, shipping, and other transport systems.
7. Conservation of natural resources and wildlife.
8. Meteorological department and weather forecasting.
9. Internationally recognised dedicated bands for amateur stations, navigation, telemetry, and other like usages.
10. Use by Central Government, State Governments, or their entities or other authorised entities for safety and operations of mines, ports and oil exploration and such other activities where the use of spectrum is primarily for supporting the safety and operations.
11. Public Mobile Radio Trunking Services.
12. Radio backhaul for telecommunication services.
Explanation.—The term "radio backhaul" shall mean the use of radio frequency only to interconnect telecommunication equipment, other than the customer equipment in telecommunication networks.
13. Community Radio Stations.
14. In-flight and maritime connectivity.
15. Space research and application, launch vehicle operations and ground station for satellite control.
16. Certain satellite-based services such as: Teleports, Television channels, Direct To Home, Headend In The Sky, Digital Satellite News Gathering, Very Small Aperture Terminal, Global Mobile Personal Communication by Satellites, National Long Distance, International Long Distance, Mobile Satellite Service in L and S bands.
17. Use by Central Government, State Governments or their authorised agencies for telecommunication services.
18. Bharat Sanchar Nigam Limited (BSNL) and Mahanagar Telephone Nigam Limited (MTNL).
19. Testing, trial, experimental, demonstration purposes for enabling implementation of new technologies, including for creation of one or more Regulatory Sandboxes.

THE SECOND SCHEDULE

[See sections 32(1) (a) and 34 (8)]

CIVIL PENALTIES FOR BREACH OF TERMS AND CONDITIONS UNDER SECTIONS 32 AND 34.

Categorisation	Civil Penalty
Severe	Up to Rs. 5 Crore
Major	Up to Rs. 1 Crore
Moderate	Up to Rs. 10 lakh
Minor	Up to Rs. 1 lakh
Non-severe	Written warning.

THE THIRD SCHEDULE

[See sections 33(1), (2), 34(1), (3), (5) and 34(8)]

CIVIL PENALTIES FOR CERTAIN CONTRAVENTIONS

Sl. No.	Contravention under the Act	Civil Penalty
1.	(a) Possessing radio equipment without an authorisation or an exemption, except for the offence under clauses (d) and (f) of sub-section (3) of section 42; (b) Use of subscriber identity modules in excess of number notified.	First Offence: Civil penalty up to fifty thousand rupees. Each subsequent offence: Civil penalty up to two lakh rupees for each such instance.
2.	Use by any person or entity of a telecommunication service or telecommunication network knowing or having reason to believe that such telecommunication service or telecommunication network does not have the required authorisation under this Act.	Civil penalty up to ten lakh rupees.
3.	Contravention of the provisions of section 28 (Measures for protection of users).	First Offence: Civil penalty up to fifty thousand rupees. Each subsequent offence: Civil penalty up to two lakh rupees for each such instance, or suspension of telecommunication service, or a combination thereof.
4.	Contravention of any provision of this Act or rules, or any terms or conditions of an assignment or authorisation in relation to any matter under this Act, for which no penalty or punishment is provided elsewhere in this Act.	First Offence: Civil penalty up to twenty-five thousand rupees. Second or subsequent offence: Further Civil penalty up to fifty thousand rupees for every day after the first during which the contravention continues.

S.K.G. RAHATE,
Secretary to the Govt. of India.