



PAKISTAN TELECOMMUNICATION AUTHORITY
Headquarters, F-5/1, Islamabad

**Interconnection Dispute - Fast Developers International Telecom (Pvt.) Limited
against Telenor Pakistan (Pvt.) Limited**

No: PTA/CA/CA/86/2020/15-42/583

Venue of Hearing : PTA HQs, Islamabad
Date of Hearing : 14th January, 2021
21st June, 2021

Panel of Hearing:

Maj. Gen. Amir Azeem Bajwa (R) : Chairman
Dr. Khawar Siddique Khokhar : Member (Compliance and Enforcement)
Muhammad Naveed : Member (Finance)

DECISION OF THE AUTHORITY

1. Facts of the case:

1.1 Precisely stated facts of the case are that Fast Developers International Telecom (Pvt.) Ltd. (the “**Claimant**”) is a Long Distance International (LDI) Licensee of the Pakistan Telecommunication Authority (the “**Authority**”). Pursuant to license No. LDI- DI(AJ&K and NA)-08-2008 dated 14th April 2009 awarded by the Authority, the Claimant is authorized to establish, maintain telecommunication system and provide telecommunication services for the territories in Azad Jammu & Kashmir (AJ&K) and Gilgit Baltistan (GB). The Claimant being aggrieved by the blocking of Claimants EIs/ channels by the Telenor Pakistan (Pvt.) Ltd. (the “**Respondent**”) filed a “**dispute**” under regulation 3 of the Interconnection Disputes Resolution Regulations, 2004 (the “IDRR”) before the Authority.

1.2 The Respondent is a Cellular Mobile license holder of the Authority. By license, the Respondent is authorized to establish, operate and maintain telecommunication system and provide Cellular Mobile Service in AJ&K and GB.

1.3 In accordance with applicable regulatory regime, both the parties i.e., Claimant and Respondent entered into an Interconnect Agreement on 6th February 2013 (the “**agreement**”). As per agreed terms and conditions of the agreement, both the parties were required to connect and maintain the connection of their networks through points of Interconnection. As per available record, the Respondent initially provided 1xE1 (30 Channels) to the Claimant. However, with the passage of time and keeping in view the continuous increase in the Claimant’s traffic, the Respondent kept increasing the allocation of EIs and as a result thereof, the Claimant was allocated a total of 1140 Channels on SIP and 240 Channels on TDM in April 2017.

1.4 As per dispute, the Claimant submitted that on 26th April 2018, the Respondent blocked its 36xE1s (1080 Channels) on SIP without any prior notice. The Claimant raised this issue with the Respondent, however, no fruitful response was received. This process of systematic, unilateral and illegal blocking of EIs continued till 27th April 2019. The Claimant

Dated: 12th Oct, 2021

on this date was left with only 2.5xEI (75 Channels) unblocked channels on SIP. This blockage resulted in adversely affecting the Claimants' quality of service standards. Due to blockage by the Respondent also caused heavy financial losses to the Claimant in terms of failure of user/customer calls.

1.5 In dispute, the Claimant also raised the ground that due to reduced capacity, the Answer to Seizure Ratio (the "ASR") has decreased from 31% to approximately 10% resulting in failure of majority of calls. As per dispute and for ready reference Claimant's prayers are reproduced below:

1. *to immediately unblock the Claimant's 15 SIP channels and 8xEI on TDM;*
2. *to fully restore the Claimant's maximum interconnect capacity and to provide the Claimant the interconnect capacity needed to it so that the Claimant can provide services to its customers as per QoS KPIs given in its license and can fully enjoy the benefits of the telecom license issued to it by this August Authority;*
3. *to always make available to the Claimant sufficient points of interconnection and capacity at each point of interconnection to support the grade of service reasonably required by the Claimant to meet actual and reasonably forecast demand for its communication services; and*
4. *to restrain the Respondent from reducing the Claimant's interconnect capacity and blocking its EIs/Channels in future except as per the provisions of the Rules and the Agreement; and*
5. *to restrain the Respondent, by issuing a Ruling under regulation 17 of the Regulations, from further reducing the Claimant's interconnection capacity during the pendency of the instant Dispute and till its final resolution by this August Authority.*

1.6 In response, the Respondent submitted reply to the dispute and denied all assertions made by the Claimant in dispute. As a result thereof, the matter was processed and as per IDRR and the Authority, after providing opportunity of hearing(s) to both the parties, decided the dispute on 30th April 2020. The dispute was decided in the following manner:

- i.) *The Respondent is directed to immediately unblock the Claimant's 15 SIP channels and allocate additional 2xEIs to the Claimant (FDI) within two weeks;*
- ii.) *The Respondent shall make available to the Claimant sufficient time for interconnection (EIs) to support the grade of service reasonably required by the Claimant to meet actual and reasonably forecast demand;*
- iii.) *The Respondent is also directed to refrain from taking any anti-competitive measures / actions against the Claimant;*
- iv.) *The Respondent shall not reduce the POIs / EIs / Circuit without giving 30 days prior notice to the Claimant; and*
- v.) *In case of non-compliance with para 7.1 (i) to 7.1 (iv) legal action shall be initiated in accordance with provision of the Act.*

Dated: 12th Oct, 2021

1.7 The Respondent being dissatisfied with the aforesaid decision of the Authority impugned the same before the Hon'ble Islamabad High Court, Islamabad in F.A.O No.64 of 2020 titled "Telenor Pakistan (Pvt.) Ltd. Vs. PTA etc. The Hon'ble Court vide order dated 17th September 2020 set aside the aforesaid decision of the Authority and disposed of the matter by remanding back the case to the Authority for adjudication. For reference, relevant para of the court order is reproduced below:

"4. With the consent of the learned counsels for the parties, this appeal is allowed and impugned order, dated 30.04.2020 is consequently set aside. The matter is remanded to the Authority for resolution of the dispute under the Regulations of 2004. This Court expects the Authority to conclude the proceedings at the earliest by ensuring to pass a final decision within the time frame prescribed under the Regulations of 2004.

5. The learned counsel for the respondent company has stated that latter is suffering loss and, therefore, the Authority be directed to unblock some of the EIs. This matter can be raised before the Authority by way of seeking interim relief."

1.8 In compliance of the court order, the matter was processed and fixed for hearing on 25th November 2020 before the Authority. As per hearing notice and in accordance with regulation 5 of the IDRR, both the parties were required to file following documents at least three days before the date of hearing:

- i) A statement of objection to the admissibility of evidence relied upon by the other party; and
- ii) A statement of the understand reached between both parties, if any, by that date.

1.9 In response to the hearing notice, the Respondent filed an application for ruling under regulation 17 read with regulations 3 and 4(A) of IDRR wherein the Respondent prayed that the Authority may be pleased to issue a ruling that the memo of dispute be returned to the Claimant on account of omissions therein of material particulars required as per the Annex to the IDRR. However, the matter was adjourned.

1.10 Later on, with reference to court order, Claimant's request for application dated 20th October 2020 for early hearing and interim relief and application for ruling dated 23rd November 2020 filed by the Respondent, the Authority vide its letter dated 27th November 2020 intimated the Respondent that since the matter has to be processed and decided in accordance with procedure laid down in the IDRR, therefore, till final disposal of dispute, the Respondent is hereby directed to un-block one EI of the Claimant.

1.11 The Respondent being aggrieved from the Authority's interim order dated 27th November 2020 filed F.A.O No.125 of 2020 titled "Telenor Pakistan (Pvt.) Ltd. Vs. PTA etc. before the Honorable Islamabad High Court, Islamabad. The Honorable Court vide order dated 11th December 2020 decided the matter. For ready reference, relevant para of the Court order is reproduced below:

"2. This appeal is, therefore, allowed and the impugned order dated 27.11.2020, is hereby set aside the application filed by respondent No.2 will be considered by the Authority on its own merits and if the latter is satisfied that it discloses the dispute required to be settled under the Interconnection Disputes Resolution Regulations, 2004, then it will proceed further in

accordance with the law.”

1.12 In respectful compliance of the said court order and with reference to earlier court order dated 17th November 2020, application for ruling filed by Respondent, the Authority's letter dated 27th November 2020 the matter was fixed for hearing on 13th January 2020 wherein both the parties were required to proceed further in accordance with regulation 5 of the IDRR. In addition, through hearing notice the Respondent was further informed that the matter placed before the Authority through application under regulation 17(1) of IDRR is taken under consideration and will be dealt with as provided under regulation 17 (4) of the IDRR.

1.13 On 14th January 2020, Mr. Mian Shafaqat Jan (Advocate Supreme Court), Mr. Sanaullah Khan (Advocate), and Ms. Maria Ali Khan (Advocate) appeared on behalf of the Claimant whereas Mr. Sardar Ejaz Ihsaq (Advocate Supreme Court), Mr. Jahanzeb Ali Chaudhary (Law officer), Ms. Nazia Khan (Law officer), and Mr. Muhammad Basharat appeared (*on line*) on behalf of the Respondent. During hearing, legal counsel appearing on behalf of the Respondent objected the hearing notice and contended that without deciding application of ruling these proceedings cannot be processed. In addition, for deciding the case on merits, it is also essential that list of issues in a tabulated form should be furnished by Claimant in its dispute. On the contrary, legal counsel appearing on behalf of the Claimant stated that there is no requirement of providing list of issue in the manner as required by the Respondent on the premise that there is only single issue i.e., blocking of Claimant's interconnection capacity. Subsequent to hearing the Respondent submitted its written submission dated 14th January 2021 and in response, Claimant also rebutted the submissions of the Respondent through its written submission dated 26th January 2021 whereby earlier stance with regard to single issue was reiterated.

1.14 In order to proceed further the matter, the Authority in accordance with regulation 8 (4) of the IDRR, the Authority vide letter dated 16th March 2021 circulated scope of disputes to the parties. It is also relevant to point out that parties are directed to provide objections or additional issues for inclusion in scope of Dispute within fourteen days as provided in regulation 8 (4) of the IDRR. Followings were the scope of dispute.

- i. ***Whether Blocking of FDI's capacity (E-1s) by Telenor is unlawful, and against the provisions in the relevant Rules, guidelines and interconnection agreement?***
- ii. ***What is the current requirement for E-1s of FDI? What was the requirement of E-1s at the time of blocking of capacity by Telenor?***
- iii. ***Whether the withdrawal of the E-1s resulted in the licensed QoS of FDI being breached?***
- iv. ***Is the claimant acting unjustly and unfairly by insisting on bringing more traffic on the respondent network then the other networks?***
- v. ***Whether the rules and or the interconnect agreement prohibits respondents from reducing the interconnect capacity?***
- vi. ***Whether the denial of the desired E-1s capacity amounts to a denial of the interconnection itself?***

1.15 On the issue of scope of dispute, the respondent in response raised observations vide application dated 26th March 2021 therein that scope of dispute and list of issues remains loaded in favor of the Claimant, ignore the issue that assist the Respondent in its defense (*per the list of proposed issues filed with the written submissions*) and, above all, fails to identify

Dated: 12th Oct, 2021

the burden of proof on each issue which is a fundamental requisite for any list of issue. On the other hand, the Claimant vide letter dated 25th March 2021 also observed that it is the single issue dispute and the proposed list of the issue contained in Annex A to the Respondent's written submissions (*some of which have been included in the scope of Dispute in PTA's letter dated 16.3.2021*) is a frivolous attempt on behalf of the Respondent to derail focus from the main and sole issue of unilateral and illegal blocking of the Claimant's interconnection capacity. Splitting and expanding a single precise issue that clinches the matter into six separate issues will simply prolong adjudication of the dispute which is pending since long. Accordingly, the Claimant requires that final version of the scope of dispute to the parties in the form of a single issue.

1.16 Having gone through the contention and observation of both the parties, the Authority vide letter dated 30th April 2021 fixed the matter for hearing on 19th May 2021 and intimate that scope of dispute has already been circulated wherein it was also informed that application for ruling will be disposed of in accordance with regulation 17 (4) of IDRR. It would not be out of context to mention here that just one day before the date of hearing, the Respondent on 18th May 2021 filed another application under regulation 17 of the IDRR for passing ruling with regard to amendments of issue / scope of disputes, Claimant list of witness and for a time table for cross examination of Claimant witnesses. The Respondent further contented that final hearing may be held only after above are granted. Upon receipt of application, the matter could not be processed and hearing was postponed. Later on, the matter was re-fixed for hearing on 21st June 2021. Before date of hearing the Respondent on 18th June 2021 also filed an application for placing affidavit in evidence of Respondent on record.

1.17 In final hearing fixed on 21st June 2021, Mr. Sardar Ejaz Ishaq (Advocate Supreme Court of Pakistan), Mr. M.N.A Rehan (Advocate High Court) along with Mr. Bisharat, Mr. Haider Latif Sindhu (Director legal) on behalf of the Respondent and Mr. Shayan Qaiser (Advocate High Court), Mr. Sanaullah Khan (Advocate) along with Mr. Nauman Mansoor (Manager Operation) appeared on behalf the Claimant on the said date of hearing before the Authority and reiterated the same as submitted in the pleadings to the dispute.

2. Findings of the Authority:

2.1 The Authority in order to adjudicate on matters pertaining to Interconnection Dispute has promulgated the Interconnection Disputes Resolution Regulations, 2004, Pakistan Telecommunication Rules, 2000 and Interconnection Guidelines, 2004. As licensees of the Authority, both the parties are compelled to observe and comply with the provisions of PTA Act, Rules and Regulations and the terms and conditions of the licenses.

Admissibility of the dispute:

2.2 At the very outset, the observation of the Respondent regarding admissibility of the dispute on the ground that it was not filed in accordance with mandatory requirements of IDRR. In this regard, it is clarified that while entertaining the dispute of the Claimant, the Authority after considering all the mandatory requirements entertained the dispute and proceeded further in the matter. Mere on the presumption and by stretching the interpretation of regulation to observe the requirement as laid down in the said regulation are not sustainable on the premise that all mandatory pre-requisite parameters as laid down in the IDRR were available in the dispute and per procedure the matter was processed.

Ruling on two applications filed by the Respondent under regulation 17 of IDRR:

2.3 Before imparting and concluding the matter on merit, the Authority feels it appropriate to give it findings on the two rulings filed by the Respondent on 23rd November 2020 and 18th May 2021 under regulation 17 of the IDRR.

a. Application dated 23rd November 2020:

Through the instant application, the Respondent sought ruling on the issue of admission of the dispute on the ground that Claimant has not met with the requirements as laid down in the Annex to the IDRR. In this regard, it is clarified that the Claimant has fulfilled all requirements as laid down in the IDRR which includes the “**dispute**” and “**description of negotiations**”. It is also relevant to point out that Claimant through its re-joinder dated 26th November 2020, *in addition to the requisite information*, the Respondent for the purpose of clarity, the Claimant re-submitted the requisite information. The Authority is of the firm view that mere technical observation cannot oust the mandate and jurisdiction of the Authority to entertain and admit dispute for adjudication as per applicable framework. Since, there is no discrepancy which substantiate to create hindrance in admitting the dispute and adjudicating upon the matter. Thus, in accordance with regulation 17 (4) of the IDRR, the application for ruling dated 23rd November 2020 is not maintainable.

b. Application dated 18th May, 2021

Through this application, the Respondent sought ruling under regulation 17 read with regulation 10 (4) of the IDRR for amendment of issues/scope of dispute, Claimant's list of witnesses, and a timetable for cross examination of the Claimant's witnesses. The Authority is of the view that in accordance with regulation, the scope of dispute was circulated in accordance with issues referred by the parties. None of the issue was contrary to scope of dispute. It is relevant to point out that some of the inter-linked issues were consolidated. As far as the requirement of examination and cross examination of witnesses is concerned, it is further clarified that it is not mandatory requirement. It is discretionary power of the Authority to carry out such exercise on the ground the word “may” as provide in regulation 10(4) of the IDRR explicitly conveys that it is the prerogative of the Authority to require, examine and cross examine of witnesses in accordance with time table as provided in the regulation, *ibid*.

Since after exhausting all procedural requirements as laid down in the IDRR a final hearing notice was issued, therefore, in such circumstances, the question regarding examination/cross examination does not arise on the ground that this exercise has to be completed at least three days before the final hearing by the Authority. Thus, there is no substantive material available on record which inclined the Authority to allow application under regulation 17 of IDRR of the Respondent.

Regulatory framework on interconnection between the licensees:

2.4 The pertinent rules of Pakistan Telecommunication Rules, 2000 (the “Rules”) applicable to this Claim are being reproduced below:

13. Interconnection between connectable systems.__ (1) Each operator hereinafter referred to as the "**relevant operator**", shall, on the request of another operator, negotiate an agreement to interconnect that other operator's telecommunication system to its telecommunication system.

(2) The relevant operator shall make reasonable endeavors to provide to the other operator a point of connection at the switches requested by the other operator in a manner which shall be agreed from time to time between the relevant operator and the other operator and which duly takes account of what is technically feasible given the functionality of the respective networks of the relevant operator and of the other operator from time to time.

(3) Network Connection Equipment, where reasonably practicable, shall, if requested by an operator, be located within the same space in order to maximize the efficient use of space in the relevant operator's premises and to minimize the cost and inconvenience to the relevant operator and the other operator. If the relevant operator demonstrates that physical co-location is not reasonably practicable, the relevant operator shall, if requested, instead offer interconnection on terms equivalent to physical co-location in terms of economic, operational and technical conditions by a date as soon as reasonably practicable which shall be agreed between the relevant operator and the other operator. All costs associated with the provision of equipment and space by the relevant operator in satisfaction of these requirements shall be included in the charges permitted under rule 16.

(4) A relevant operator shall enter into an interconnection agreement with another operator within ninety days from the request from that other operator. Interconnection pursuant to any interconnection agreement shall be carried out as soon as practicable but, in any event, within thirty days from the date when that agreement is entered.

(5) The relevant operator and the other operator shall comply with all relevant international standards, including, without limitation, those of the International Telecommunication Union.

(6) The terms and conditions of interconnection agreements shall be those agreed to between the relevant operator and the other operator. All interconnection agreements shall include, inter alia:-

- (a) the points in the telecommunication system of the relevant operator at which connections are made;
- (b) the interfaces and their standards and specifications;
- (c) procedures for ensuring telecommunication system and telecommunication service standards including maintenance;
- (d) interoperability tests;
- (e) traffic management and forecasting;
- (f) confidentiality provisions;

- (g) *interconnection charges and their evolution or revision over time;*
- (h) *terms of payment and billing procedures;*
- (i) *a minimum duration period of at least twelve months;*
- (j) *a provision that the interconnection agreement may only be altered by mutual consent of the parties or through a determination of the Authority under sub-rule (10);*
- (k) *procedure for requesting and agreeing new Network Connection Points or capacity upgrades at existing Network Connection Points;*
- (l) *notification of maintenance work and alteration or adaptations of the telecommunication system of one party affecting the interconnection with the other party; and*
- (m) *an obligation, where the Company is a party to the interconnection agreement, on the other party not to carry out any activity in violation of the exclusive rights of the Company during the exclusivity period.*

14. Quality of service.- (1) *Without prejudice to the terms of any license held by a relevant operator under the Act, the quality of interconnection services provided by that relevant operator shall be at least of the same standard and quality as comparable services provided to the relevant operator's own business including, without limitation, in relation to price, quality and the timescale within which interconnection is offered.*

(2) *The relevant operator shall make reasonable endeavors to provide sufficient points of connection and capacity at each point of interconnection to support the grade of service reasonably required by the other operator to meet actual and reasonably forecast demand for its telecommunication services.*

Interconnection Guidelines, 2004

2.5 The relevant clauses of Guidelines applicable to this dispute are being reproduced below:

- 4.2 *Conditions for fair competition between the incumbent operator and new entrants should exist.*
- 4.3 *The users of one network can communicate with the users of other network.*
- 5.1 *All operators are obliged to provide interconnection to other operators desiring to interconnect. Interconnection shall be permitted at any technically and economically feasible point. In case the requesting operator requires access from any other point, he shall undertake the additional cost.*
- 5.3 *The operators shall not unfairly discriminate the terms of interconnection among different operators. An operator shall offer same interconnection terms to other operators as compared to his own similar operations or affiliates.*
- 5.8 *Interconnection arrangements should encourage efficient and sustainable competition.*
- 7.1 *All licensed operators shall have the right to interconnect with other licensed operators. The requesting operator shall submit its initial demand in writing to the requested operator.*

- 16.2 *The traffic of the other operator shall not be discriminated in relation to other comparable traffic in the network of an operator.*

Traffic analysis with regard to requirement of EIs

2.6 As per available data with the Authority on termination of International Traffic, after blocking of 36 EIs by the Respondent on 26th April 2018, the Claimant's International incoming traffic on Respondent's network drastically reduced from daily 314,428 minutes to 66,459 minutes i.e. the Claimant's traffic on the Respondent's network reduced to only 21% of the traffic prior to blocking of EIs by the Respondent. Resultantly, on monthly basis, the traffic minutes reduced from 13.2 million in March 2018 to 3 million only in May 2018.

2.7 Comparatively, the Claimant's traffic on PMCL (Jazz) was 4 million in March 2018 and 5.0 million in May 2018. Therefore, no decrease was observed in the Claimant's traffic on PMCL (Jazz), rather traffic increased during the said period. Similar trend has been witnessed in case of PTML (Ufone); 1.2 million minutes in March 2018 and 1.5 million in May 2018. Therefore, allegation of Respondent that there is overall decrease in international AJ&K traffic minutes is not based on facts.

2.8 On 27th April 2019, the Respondent again reduced the capacity allocated to the Claimant and resulted in reduction of traffic. As per data available with PTA, there were 77,664 international minutes terminated by the Claimant on 26th April 2019 on the Respondent network, which reduced to 61,438 minutes on 28th April 2019. Average daily international incoming traffic brought by the Claimant on the Respondent's network remained 67,481 minutes during the month of May 2019 compared to average daily int'l incoming traffic of 71,575 in March 2019 and 73,995 in April 2019. As only 0.5 EIs were blocked in April 2019, therefore, impact was not that huge as was the case in terms of traffic decline after blocking of 36 EIs in April 2018. Moreover, the Claimant tried to manage its demand by increasing traffic per EI after the blocking, impacting its QoS, which has been explained in the later paragraphs.

2.9 As per available record, PTA also checked POIs of the Claimant's network. Detail is given below:

- a.) 8 EIs on TDM interconnect of the Claimant with the Respondent are still blocked.
- b.) 15 out of total 90 channels on IP interconnect between the Claimant and the Respondent are blocked.
- c.) After blocking of 15 channels by the Respondent, ASR decreased from 30% to 15% against the Claimant's claim of ASR decrease from 31% to 10%.

2.10 It may be noted that a lower ASR may result in higher call failure rate and negatively impact the quality of service required as per clause 1.2 (Appendix 2: QoS) of the Claimant's license, whereby maximum call failure rate for incoming international calls is 6.5%. A reduction in ASR of the claimant due to blocking of EIs support the stance of the Claimant that it has impacted its QoS requirements.

2.11 It may further be noted that blocking of EIs in April 2018 by the Respondent not only reduced Claimant's Int'l incoming minutes on the Respondent's network, but also forced the

claimant to increase per E1 traffic from 233,549 in April 2018 to 991,491 in May 2018. On the contrary, FDI's average monthly traffic per E1 during May 2018 to October 2019 on Ufone, Jazz, and Zong was 153,803, 300,334 and 256,701 respectively. It shows that the Claimant had to terminate traffic minutes per E1 well above the AJ&K industry average after the blocking of E1s, revealing that the Claimant had sufficient demand per E1 and could have increased its traffic as well as quality if reasonable capacity could have been provided by the Respondent.

2.12 Keeping in view the dictates and the requirements of rule 13 of the Rules, the Authority is of the consolidated view that the Respondent was under a duty to make reasonable endeavors to provide the Claimant sufficient capacity and also to comply with all international standards. In this regards, emphasis is laid on rule 13 (1), 13 (2) and 13 (5) of the Rules. In this connection, it has been observed that several e-mails were sent by the Claimant to the Respondent seeking additional allocation of E1s on repeated occasions. The action of arbitrarily reducing the number of allocated E1s was unjustified, devoid any force of law and in contravention to the applicable Laws, Rules, Regulations & Guidelines.

2.13 The Respondent in his reply to the Claim has submitted calculations with regards to termination of International Traffic that can be carried out on each E1, which is incorrect. It needs to be highlighted that the Reference Interconnect Offer (RIO) of Jazz duly approved by PTA after industry consultation has set at 430,000 minutes per E1 per month whereas the Respondent has calculated the capacity on the basis of 1,071,360 (1152x30x31) minutes per E1 per month.

2.14 As per rule 14 of the Rules, the Respondent was under a continuing duty to ensure that the quality of interconnection services being provided by him are of the same standard and quality as comparable to his own business, including, without limitation, in relation to price, quality and the timescale within which interconnection is offered. The Respondent was also required to make reasonable endeavors to provide sufficient points of connections and capacity to support the grade of service reasonably required by the Claimant to meet the actual and reasonable forecast demand for its telecommunication services. The Respondent by unlawfully reducing E1s has acted in contravention to this rule.

2.15 More so, as per clause 4.2 of the Guidelines, it is necessary that fair competition between the operators should exist. This clause is supported by clause 5.3, 5.8 and 16.2 of the Guidelines. As per clause 5.3, the operators shall not unfairly discriminate the terms of interconnection among different operators and are bound to offer the same interconnection terms to other operators as compared to his own similar operations or affiliates. Clause 5.8 requires operators to ensure that interconnection arrangements encourage efficient and sustainable competition. Perhaps, the most relevant guideline is 16.2 of the Guidelines which requires that the traffic of other operators shall not be discriminated in relation to other comparable traffic in the network of an operator. Holistically considered, the Authority is of the view that the Respondent has acted contrary to these Guidelines and illegally reduced E1s of the Claimant at the behest of other operators, therefore, treating them in a discriminatory manner and promoting anti-competitive market behavior.

2.16 It has been observed that for the year 2020, Claimant's average monthly incoming international traffic is 5.31 million minutes in AJ&K / GB and the same has been further

No: PTA/CA/CA/86/2020/15-42/ **583**

Dated: **12th Oct, 2021**

reduced to approximately 4.84 million minutes from January 2021 to July 2021 which requires less EIs as compared to the requirement submitted by the Claimant in 2019.

3. **Order:**

3.1 In light of the aforementioned legal and factual position, the Respondent is hereby directed to un-block one EI of the Claimant within three working days from the date of issuance of this order.

3.2 In case of any further required EIs, the Claimant may approach the Respondent as per its requirement in accordance with agreed terms and conditions of the agreement, and relevant provisions of the Telecom Rules, 2000 and Interconnection Guidelines, 2004.

3.3 In case of non-compliance of para 3.1 above further legal action will be initiated against the Respondent without any further notice.

Maj. Gen. Amir Azeem Bajwa (R)
Chairman

Muhammad Naveed
Member (Finance)

Dr. Khawar Siddique Khokhar
Member (Compliance & Enforcement)

Signed on **12th** day of **October**, 2021 and comprises of (11) pages only.