

**GOVERNMENT OF INDIA  
COMMUNICATIONS AND INFORMATION TECHNOLOGY  
LOK SABHA**

UNSTARRED QUESTION NO:3203  
ANSWERED ON:23.03.2005  
FINALISATION OF COMMON CHARTER OF TELECOM SERVICES  
Singh Shri Chandra Bhushan

**Will the Minister of COMMUNICATIONS AND INFORMATION TECHNOLOGY be pleased to state:**

- (a) whether the Telecom Regulatory Authority of India had finalised a common charter of telecom services to provide self regulation by phone companies;
- (b) if so, the details thereof;
- (c) whether the Government proposes to review and upgrade the charter at regular intervals;
- (d) if so, the facts thereof;
- (e) whether the phone companies had given their consent to the charter; and
- (f) if not, the reasons therefor?

**Answer**

THE MINISTER OF STATE IN THE MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY (DR. SHAKEEL AHMAD)

- (a) Yes, Sir.
- (b) The text of the Common Charter containing details thereof is given in the Annexure.
- (c) & (d) Yes, Sir. The common Charter will be reviewed and modified as per requirements by TRAI.
- (e) Yes, Sir. It was finalized in consultation with operators and consumer groups by TRAI.
- (f) Does not arise in view of (e) above.

ANNEXURE  
COMMON CHARTER OF TELECOM SERVICES, 2005

1. All Service Providers acknowledge the rights of citizens to have a free choice in selecting their Service Providers and agree to promote their services in the best spirit of competition and traditions of service to consumers;
2. All Service Providers agree to promote the consumers` right to education, choice, representation and redress;
3. All Service Providers assure that the privacy of their subscribers (not affecting the national security) shall be scrupulously guarded;
4. All Service Providers assure that their subscribers shall be entitled to interact with them, either personally or through their authorised representatives;
5. For information and education of subscribers, all Service Providers agree to inform their subscribers of the broad range of services offered, the individual plans available to them at any given point of time, the tariff rates applicable to each of these, their validity, terms and conditions, payment policies, the billing processes and procedures and the structure within the organization where information and clarification on consumer redress systems for complaints and billing disputes will be available with all their relevant contact numbers;
6. All Service Providers agree to arrange human interface with responsible company executives whose name and identity are made known during the process of disputes resolution in addition to arrangements like Customer Care Service through Call Centres;
7. All Service Providers agree to periodically inform their subscribers on the reverse of their bills, their consumer grievance redress process with respect to fault complaints and billing disputes. They also agree to resolve the disputes as per the guidelines of TRAI issued from time to time;

8. All Service Providers agree to provide an applicant basic telephone connection within 7 days of registration, subject to technical feasibility and the mobile connection immediately subject to compliance of all required formalities by the subscriber;

9. All Service Providers agree to repair the faults within 24 hours of receipt of complaint from a subscriber wherever technically feasible;

10. All Service Providers agree to ensure shifting of telephone connection within 3 working days within the same exchange, 5 working days for intra city and 30 working days for inter city exchanges and closure (disconnection) of telephone connection within 3 days on receipt of a letter of request from the subscriber. An authenticated copy of the last telephone bill shall accompany the letter of request.

11. All Service Providers agree to provide in their bills related call and tariff details, payment procedures and list of points at which payments can be made by subscribers;

12. All Service Providers agree to register complaints in all areas of their service immediately, if delivered in person or by e-mail and within 24 hours on receipt of the complaint by post;

13. All Service Providers shall render service without discrimination to every citizen as per his eligibility defined below and who undertakes to pay all charges and deposits;

`For the purpose of this clause, a citizen shall be defined as an individual above the age of 18 or an institution, NGO or business/ service organization engaged in any activity which is permissible under the laws of the land`

14. All Service Providers agree to provide information on Directory Services and book complaints on toll free number for registering complaints;

15. All Service Providers agree to provide their subscribers satisfactory connectivity to their services and interconnectivity to the extent of their respective legal obligation under the relevant interconnection agreement and to ensure the subscribers do not suffer on account of poor service;

16. All Service Providers agree to levy reconnection charges as per the TTO or waive the same on their own discretion;

17. All Service Providers agree to allow emergency services like police, fire and ambulance for a period of 15 days during which incoming facility is allowed, if technically feasible, even after the telephone connection is suspended.

18. The subscribers agree to clear all dues within the specified time;

19. All Service Providers agree to achieve the minimum benchmarks prescribed by TRAI with respect to the quality of service and also commit themselves to improve upon the standards of service at different points of time;

20. Mutual courtesy and respect are the hallmarks of any durable relationship between the Service Providers and subscribers and both agree to abide by these principles.

Though this charter is non-justiceable, service providers agree to strive to adhere all the points contained in this charter and to make every effort to abide by the charter.