

MTNL-TERMS & CONDITIONS

INTRODUCTION TO THE AGREEMENT

An agreement is formed between the subscriber named overleaf (hereinafter referred to as the Subscriber) and Mahanagar Telephone Nigam Limited (hereinafter referred to as MTNL) a company registered under the Companies Act 1956, having its registered office at 12th Floor, Jeevan Bharti Building Tower-1, 124, Connaught Place, New Delhi-11001 when the form overleaf or some other form or order (e.g. mail order, Fax etc.) has been signed/sent by or on behalf of the Subscriber and MTNL has accepted the same, when used in these conditions.

"Subscriber Equipment"	Means Subscriber's CDMA-WLL Mobile/FW telephone equipment used by the Subscriber to gain access to Network as described in the Agreement.
"Company Equipment"	Means MTNL owned CDMA-WLL Mobile/FW telephone equipment issued to Subscriber to gain access to Network subject to terms and conditions described in the Agreement.
"Network"	Means the MTNL CDMA Network.
"Services"	Means the services that enable the Subscriber when using Subscriber Equipment or Company Equipment to have two way communications over the network and other additional related services if specifically entered into with the Subscriber.
"Tariff"	Means and includes the agreed Tariff schedule and all rate related conditions related fees and service charges under the Tariff schedule as notified and published by MTNL from time to time.
"Programming & Activation"	Means operation performed in the Subscriber Equipment or Company Equipment to enable it to be used to gain access to the Network.
"RUIM"	Means 'Removable User Identification Module' being a card or a micro chip programmed with data which is used to gain access to network.

1. PERIOD OF AGREEMENT

1.1 The Agreement period shall run in concurrence with License Agreement between the Department of Telecommunications, Ministry of Communications, Government of India and MTNL for the operation of Basic Telephone Service in Delhi and Mumbai and the licensed geographical areas subject to terms of this Agreement.

2. COMMENCEMENT

2.1 Agreement commences upon MTNL activating the RUIM card/Subscriber Equipment/Company Equipment and continues subject to other terms, as per plan(s)/Scheme(s)/Services(s) chosen by subscriber and operates concurrently with MTNL license to provide services. Any money paid by the Subscriber shall not create any right in favour of subscriber until activation. In addition, MTNL reserves the right to seek/verify financial and other information from subscriber's Bankers/Credit providers and such other sources and reserves the right to reject subscription even after activation for any reason without liability.

2.2 Subscriber represents that he has been fully informed about the CDMA Limited Mobility Telephone services provided by MTNL, its specifications, requirements, limitations etc. and has only thereupon signed this agreement.

2.3 MTNL shall be at liberty to provide the services under any brand name including "GARUDA".

3. SERVICES

3.1 The subscriber shall be provided RUIM along with PIN (subscriber's security code) and/or programming and activation of Subscriber Equipment/Company Equipment and a personalized Telephone Number (which can be changed by MTNL at any time) to enable the subscriber to use MTNL services upon acceptance, within MTNL System operating range in the local area covered by Delhi and the licensed geographical areas.

3.2 The RUIM card, Company Equipment and the personalized Telephone Number shall be the sole property of MTNL and shall be returned by Subscriber(s) upon termination/determination, hereof and/or temporary suspension of services.

3.3 For change/addition/deletion of any features/supplementary services/scheme/plan, subscriber shall fill up the requisite form and be bound by the additional terms thereof. Any change or withdrawal from any supplementary services etc. shall not entitle the subscriber to any refund or adjustment of the money already paid, billed or to be billed under the additional terms.

3.4 Subscriber cannot use the service for any unlawful or illegal purposes, or for sending obscene, indecent, threatening, harassing, unsolicited messages, or messages affecting/infringing national interest nor create any damage or risk to MTNL or its network and/or other subscribers. MTNL reserves the right to disconnect service at its sole discretion on any such event.

3.5 Service quality, functionality availability and/or reliability may be affected and/or MTNL is entitled to, without any liability, refuse, limit, suspend, vary, disconnect and/or interrupt the service, in whole or in part at any time, at its sole discretion, with respect to one/all subscriber(s) without any notice, for any reason and/or due to various factors including but not limited to: Government's/TRAI's rules, Regulation, Orders, Directives, Notification etc. including changes thereto.

3.6 Privacy of communication is not guaranteed and is subject to Government's Regulation and such other factors. MTNL is entitled to change, vary, add, withdraw any services/supplementary Services/Schemes/Plans etc. and/or to vary the terms and charges at any time, at its sole discretion. The rates/charges may also change as per the directives of TRAI from time to time.

3.7 MTNL hereby makes it explicit that it does not guarantee for the hundred percent network coverage of the entire service area

4. SUSPENSION AND DISCONNECTION

4.1 MTNL may at any time suspend the Services wholly or partially and/or disconnect any Subscriber Equipment from the Network for any reason which is found to be reasonable by MTNL including any of the following circumstances.

4.2 Due to any discrepancy noted in the material particulars provided in the Subscriber Agreement Form including address confirmation.

4.3 During Technical failure, modification or repair or testing of the Network.

4.4 MTNL reserves the right to totally or partially disconnect the Subscriber connection or to put him on local calling facility, with or without notifying him in the case of non-payment of dues within its due date.

4.5 When this Agreement is violated owing to any reason in consonance with the terms of this Agreement.

4.6 Any other reason, which is found to be reasonable by MTNL warranting suspension/disconnection.

4.7 If the Company Equipment/Subscriber Equipment or RUIM card is lost or stolen the Subscriber should inform MTNL immediately. This notification will authorize MTNL to suspend all or any part of the services and/or disconnect the Company/Subscriber Equipment from the Network. However, the Subscriber remains liable to charges for all the calls made before such notification and suspension of services made by MTNL.

4.8 The Subscriber shall be charged call charges in respect of all calls made/received during the Agreement Period from/to his/her telephone number and/or RUIM card/Company/Subscriber equipment whether or not authorized by the Subscriber and whether or not they exceed any credit limit, if any, agreed between MTNL and the Subscriber. This equally applies to all other tariff payments.

4.9 The subscriber agrees to make interim payments as & when required by MTNL based on internal credit rating by MTNL.

4.10 The loss of or inability to use the Company/Subscriber Equipment or a RUIM card does not bring the Agreement Period or the Subscriber's Liability to pay charges to an end.

4.11 Where a security deposit has been paid, MTNL is entitled to retain it and apply it as it decides in full or partial satisfaction of any sums due from the Subscriber to MTNL. At the end of the Agreement period, provided all sums payable to MTNL have been duly paid, the balance (if any) of the deposit or fee will be repaid to the Subscriber on fulfillment of such conditions as may be intimated by MTNL. No interest will be paid on the deposit. MTNL reserves the right to adjust the security deposit of the MTNL connection of one member of a family against the bill of the other MTNL connection(s) owned by other family member(s).

4.12 The call pulse rate shall be governed by the rules and regulations as by the Regulatory Authorities from time to time and/or specifically by MTNL.

4.13 The customer hereby understands and accepts that any change in tariff or related terms and conditions, schemes etc. communicated inter-alia through SMS etc. shall be a valid and proper intimation.

4.14 Under no circumstances, the details of the calls made from or received on the MTNL Prepaid card shall be made available to the customer. The customer agrees that MTNL needs not entertain any such correspondence/calls in this regard. The customer may, however, call MTNL's IVR system in order to know the residual value of its card

5. LIABILITY

5.1 MTNL will not be liable to the Subscriber for any loss of business, profit, revenue or goodwill, anticipated savings use or contracts or for any indirect or consequential loss however it arises.

5.2 MTNL shall not be liable for any delayed activations.

5.3 MTNL will not be liable for any dealings of the Subscriber with any party that is not authorised by MTNL to deal on its behalf.

5.4 No warranties, representations, guarantee or undertakings are given by MTNL which are not specifically mentioned herein.

5.5 MTNL will not be under any liability for the Agreement or for any other failure to carry out its duties and, obligations outside the MTNL's control such as atmospheric conditions, physical features (e.g. bridges and buildings) and the proximity of the stations, Acts of God etc. and any other force majeure conditions due to which the services are affected.

5.6 MTNL is not responsible for the acts of Franchisees/Business Associates/Distributors /Channel Partners/Dealers/Retailers with regard to schemes which are not authorised by MTNL or which are purported to have been offered on behalf of MTNL without the latter/s sanction.

5.7 A programmed and activated Subscriber Equipment or Company Equipment or RUIM is provided for the Subscriber's use in order to gain access to "GARUDA" network. It is the Subscriber's responsibility to keep these secure as MTNL is not liable for any loss or any liability incurred by the Subscriber resulting from the unauthorised use. In case of loss of Subscriber Equipment/Company Equipment/RUIM by the Subscriber, the same should be reported to MTNL at the earliest. The reprogramming and reactivation of Subscriber Equipment or issuance of another programmed and activated Company Equipment/RUIM shall entail charges as set out in the Tariff Schedule from time to time.

5.8 The Company Equipment remains the constructive property of MTNL in the hands of the subscriber. The same shall be returnable to MTNL on Severance/Suspension of subscriber relationship for any reason whatsoever as per terms & conditions. MTNL is not responsible for any defect in the Company Equipment after an expiry of 12 months from the date of initial activation or purchase.

5.9 The ownership of the Company Equipment stands transferred to the Subscriber when the subscriber has paid for its charges in full and as decided by MTNL, whereafter the Company Equipment becomes Subscriber Equipment.

6. SALE TRANSFER

6.1 MTNL connection/Company Equipment/Subscriber Equipment/RUIM shall be non-transferable in nature and any private transfers affected by the Subscriber shall not absolve the Subscriber of his primary duty towards MTNL for usage charges levied pertaining to such particular connections/Equipment/RUIM.

6.2 Just because MTNL accepts payment from a person other than the Subscriber this does not mean that MTNL has accepted that any of the rights or obligations of the Subscriber have been transferred or modified.

6.3 The Company Equipment/RUIM shall not be used in any way to access any other network other than the MTNL Network for which it is solely meant. Failure in this regard by the Subscriber shall render him liable for a legal/penal/departmental action by MTNL, as it thinks fit.

7. DISPUTE RESOLUTION

7.1 In case of any dispute, the matter will be referred to the sole arbitration of concerned Chief General Manager or his nominee and will be governed by the provisions of Arbitration & Conciliation Act, 1996.

8. ENDING THE AGREEMENT

8.1 The Subscriber may end the Agreement period by giving MTNL not less than 30 days notice to end it but such a notice cannot bring the Agreement period to an end unless and until charges pertaining to the particulars of the connection and all the services obtained as per tariff have been duly discharged. It shall be obligatory for the Subscriber to make full payments of his dues before any termination is effective from the Subscriber's side.

8.2 MTNL may terminate the Agreement Period at any time without giving notice and without assigning any reason if there is breach of any terms of this agreement. In all other cases the agreement may be terminated by MTNL at its discretion by giving reasonable notice to Subscriber in such form as may be decided by MTNL.

9. OTHER MATTERS

9.1 Any notice required to be given by the Subscriber to MTNL shall be given in writing to the General Manager(O)CDMA at the designated address.

9.2 Where two or more persons constitute the Subscriber, their liability is joint and several.

9.3 This agreement is amenable to the jurisdiction of Delhi Courts only.

9.4 The scope of the CDMA WLL services is governed by the Statutory Guidelines issued by the Telecom Regulatory Authorities & Govt. of India within the parameters of License Agreement executed with Ministry of Communications, Govt. of India. The CDMA WLL phone services are governed by the Telegraph Act, 1885 as amended from time to time.

10. IMPORTANT

10.1 Peak, standard and off-peak hours may differ from one operator to another.

10.2 A service tax and any other taxes/levies/cess as applicable now or in future, shall be levied on all charges payable by the subscriber