



TERMS AND CONDITIONS

INTRODUCTION TO THE AGREEMENT

An agreement is formed between the Customer named overleaf (hereinafter referred to as the Customer) and Mahanagar Telephone Nigam Limited (hereinafter referred to as "MTNL"), a company registered under the Companies Act 1956, having its registered office at 5th Floor, Mahanagar Door Sanchar Sadan, 9 CGO Complex, Lodhi Road, New Delhi- 110003 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 Customer and MTNL has accepted the same, when used in these conditions.

- "Customer Equipment" Means Customer's GSM Mobile telephone equipment described in the Agreement.  
"Network" Means the MTNL GSM telecom Network.  
"Services" Means the services which enable the Customer when using Customer Equipment to have two-way communication over the network and other additional related services if specifically entered into with the Customer.  
"Tariff" Means and includes the agreed Tariff schedule and all rate related conditions such as deposits, installation fees, rental, usage charges and any other related fees and service charges under the Tariff schedule as notified and published by MTNL from time to time.  
"SIM" Means a Customer Identification Module being a card or microchip programmed with data which is used to gain access to the network.

1. PERIOD OF AGREEMENT  
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 Cellular Mobile Telephone Services in Delhi and Mumbai and the licensed geographical areas subject to other terms of this Agreement.
2. COMMENCEMENT  
2.1 Agreement commences upon MTNL activating the SIM Cards and continues subject to other terms, as per plan(s) / Scheme(s) / Services(s) chosen by Customer and operate concurrently with MTNL license to provide services. Any money paid by the Customer shall not create any right in favor of Customer until activation. In addition, MTNL reserves the right to seek / verify financial and other information from Customer's Bankers / Credit providers and such other sources and reserves the right to reject payment made even after activation for any reason without liability. The B2B Customer shall provide a copy of GST Registration certificate. In case the same is not provided, the customer will be treated as an unregistered person and any loss of input tax credit to the customer will not be responsibility of MTNL.
- 2.2 Customer represents that he has been fully informed about the Telecom 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 'Dolphin', TRUMP', '3G Jadoo'.
3. SERVICES  
3.1 The Customer shall be provided a SIM Card along with SIM (Customer Security Code) and a personalized Telephone Number (which can be changed by MTNL at any time), to enable the Customer to use MTNL services upon acceptance, within MTNL System operating range in the local area served by Mumbai, Navi Mumbai, Kalyan Telephone Exchange and the licensed geographical areas.
- 3.2 The SIM card and personalized Telephone Number is and shall always be the sole property of MTNL and shall be returned by Customer(s) upon termination /determination; hereof, and/or temporary suspension of services.
- 3.3. For change/addition/deletion of any features/supplementary services /scheme /plan, Customer 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 Customer to any refunds or adjustments of the moneys already paid, billed or to be billed under the additional terms.
- 3.4 Customer 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 Customers. 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 Customer(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, Directions, 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.
4. BILLING AND PAYMENT  
4.1 The Billing cycle shall run on monthly/bimonthly basis or such other frequency as may be decided by MTNL from time to time and the periodic bills be issued accordingly. The Customer is responsible to pay his bills by the prescribed date. It is incumbent on the Customer to enquire for his/her balance and settle the same even in case of non-receipt of the monthly bill for any reason whatsoever.
- 4.2 Bills will be sent to the billing address of the Customer as furnished by him/her. For any change of address the Billing department should receive notification in writing to change the address along with such proof to accept the change.
- 4.3 Supplementary service charge is one time charge, in case the Customer desires to subscribe to one/more/all of the optional services, which include value added / supplementary services, at such tariff rates as may be applicable from time to time.
- 4.4 The Customer agrees to pay to MTNL call charges, opted value added service charges, MTNL charges for calls made from mobile to fixed network, monthly rental, STD/ISD Charges, Service Tax, Licence Fee and other payable charges for the services as published and notified by MTNL as per tariff applicable from time to time.
- 4.5 All charges and other sums to be paid by the Customer are due for payment by prescribed due date. All charges must be paid in full without any deduction, set-off withholding. All payments must be made in favour of MTNL. any additional advanced payment received more than Rs. 1000/- will be treated as adjustable security deposit and adjusted in the Future bills.
- 4.6 The present rate of deposits, connection charges, monthly rental charges, call charges and other payable charges are set out in the "Tariff Schedule" as notified by MTNL. MTNL shall have the option to vary the tariff, charges for value added services, supplementary services and any other conditions of services; retrospectively or from future date and the same shall be binding on the Customer.
- 4.7 If the Customer Equipment or a SIM is lost or stolen the Customer should inform MTNL immediately. This notification will authorise MTNL to suspend all or any part of the services and/or disconnect the Customer Equipment from the Network. However, the Customer remains liable for charges for all the calls made before such notification and suspension of services made by MTNL.
- 4.8 The Customer must pay call charges in respect of all calls made/received during the Agreement Period from/to his/her Telephone number and/or SIM - whether or not Authorised by the Customer and whether or not they exceed any credit limit, if any, agreed between MTNL and the Customer. This equally applies to all other tariff payments.
- 4.9 The Customer agrees to make interim payments as & when required by MTNL, based on internal credit rating of MTNL.
- 4.10 The loss of or inability to use the Customer Equipment or a SIM does not bring the Agreement Period or the Customer'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 Customer to MTNL. At the end of the Agreement 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) owning family member(s).

- 4.12 The call pulse rate shall be governed by the rules and regulations as specified by the Regulatory Authorities from time to time and /or specifically specified by MTNL.
- 4.13 Itemized monthly bills are available on request and are chargeable in nature at such rate as may be decided by MTNL from time to time.
- 4.14 Any Voluntary Deposit/ Excess amount remitted by the customer will be treated as refundable/ adjustable security deposit, which shall be adjusted against future bills and the same will not carry interest.
5. PENAL CHARGES FOR DELAYED PAYMENT  
5.1 The payment against monthly bills beyond the stipulated date shall entail an interest charges @ 2% p.m. or such other rate/fixed amount as may be decided by MTNL from time to time, over the payment from the date it became due. Such penalty or interest charged on late payment will attract GST. This however is without prejudice to the rights of MTNL to suspend the services partially or fully due to non-payment.
6. SUSPENSION AND DISCONNECTION  
6.1 MTNL may at any time suspend the Services wholly or partially and/or disconnect any Customer Equipment from the Network for any reason which is found to be reasonable by MTNL including any of the following circumstances.  
(i) Due to any discrepancy noted in the material particulars provided in the Customer Acquisition Form including Identity / address confirmation.  
(ii) The non-payment of bills beyond the due date. The company reserves the right to totally or partially disconnect the Customer with or without notifying in case of non-payment of the due bill by the due date or in case the cheque is dishonoured. Although no notice is mandatory, call warning or an SMS message notified to the Customer on his Mobile number or any other verbal or written communication shall be construed as due notice in this regard.  
(iii) During Technical failure, modification or repair or testing of the Network.  
(iv) MTNL reserves the right to totally or partially disconnect the Customer connection or to put him on Local calling facility, with or without notifying him in the case of his exceeding the prescribed credit limit. MTNL does not however, guarantee to effect such suspension /disconnection immediately upon the Customer reaching the credit limit. The MTNL has the right to predetermine and prefix the credit limit to usage of Air Time Services and other Value Added Services. In the event of the Customer having exceeded his predetermined limit he will be responsible to pay for all the calls made and services obtained even beyond the stated limit.  
(v) When this Agreement is determined owing to any reason in consonance with the terms of this Agreement.  
(vi) Any other reason which is found to be reasonable by MTNL warranting suspension I disconnection.
7. LIABILITY  
7.1 MTNL will not be liable to the Customer for any loss of business, profit, revenue or goodwill, anticipated savings, use or contracts or for any indirect or consequential loss however it arises.  
7.2 MTNL shall not be liable for any delayed activations.  
7.3 MTNL will not be liable for any dealings of the Customer with any party which is not authorized by MTNL to deal on its behalf.  
7.4 No warranties, representations, guarantee or undertakings are given by MTNL which are not specifically mentioned herein.  
7.5 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.  
7.6 Dolphin will not be liable for factors outside the MTNL's control such as atmospheric conditions, physical features (e.g. bridges and building) and the proximity of the base station, Acts of God etc. and any other force majeure conditions due to which the services are affected.  
7.7 MTNL is not responsible for the acts of Franchisees/Business Associates I Distributors /Channel Partners I 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.  
7.8 A SIM is provided for the Customer's use in order to gain access to GSM network. It is the Customer's responsibility to keep this secure as MTNL is not liable for any loss or liability incurred by the Customer resulting from the unauthorized use. In case of loss of SIM card by the Customer, the same should be reported to MTNL at the earliest. The issuance of new SIM card shall entail charges along with applicable GST rate as set out in the Tariff schedule from time to time.  
7.9 The SIM Card remains the constructive property of MTNL in the hands of the Customer. The same shall be returnable to MTNL on Severance/Suspension of Customer relationship for any reason whatsoever as per terms & conditions MTNL is not responsible for any manufacturing defect in SIM card after an expiry of 6 months from the date of purchase. Beyond this period, Customer will have to obtain a new SIM card after paying the requisite charges. .
8. SALE OR TRANSFER  
8.1 MTNL connection /SIM card shall be non-transferable in nature and any private transfers effected by the Customer shall not absolve the Customer of his primary duty towards MTNL for usage charges levied pertaining to such particular connections I SIM card.  
8.2 Just because MTNL accepts payment from a person other than the Customer this does not mean that MTNL has accepted that any of the rights or obligations of the Customer have been transferred or modified.
9. DISPUTE RESOLUTION  
In case of any dispute, the matter will be referred to the sole arbitration of the Chief general Manager or his nominee and will be governed by the provisions of Arbitration & conciliation Act, 1996.
10. ENDING THE AGREEMENT  
10.1 The Customer 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 all the charges pertaining to the particulars of SIM card and all the services obtained as per tariff have been duly discharged. It shall be obligatory for the Customer to make full payments of his dues before any termination is effective from the Customer's side.  
10.2 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 Customer in such form as may be decided by MTNL.
11. OTHER MATTERS  
11.1 Any notice required to be given by the Customer to MTNL shall be given in writing to the concerned General Manager (GSM) at the designated address.  
11.2 Where two or more persons constitute the Customer, their liability is joint and several.  
11.3 This agreement is amenable to the jurisdiction of Mumbai Courts only.  
11.4 The scope of the Cellular 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 cellular phone services are governed by the Telegraph Act, 1885 as amended from time to time.
12. IMPORTANT  
12.1 Peak, standard, and off-peak hours may differ from one operator to another.  
12.2 Additional administrative charges will be levied on your roaming usage in the visited networks.  
12.3 Monthly statement of charges would reflect only consolidated call charges for roaming calls and no bifurcation of airtime and landline charges would be available.  
12.4 While roaming, all incoming calls will be charged at STD / ISD rates, as applicable plus the incoming airtime at the location being visited.  
12.5 A service tax as applicable shall be levied on all charges payable by the Customer.

INSTRUCTIONS

- (a) Please furnish proof of identity by furnishing any of these (i) Income-Tax PAN (ii) Photo ID of Central/State Govt.& PSUs(iii) Passport(iv) Election Card (v) Driving License (vi) AADHAR Card (vii) Any other document as per prevailing DOT orders containing photograph.
- (b) Please furnish proof of Address by furnishing any of these (i) Passport (ii) Election Card (iii) Latest paid fixed tel. line/electricity Bill (iv) AADHAR Card (v) Any other document as per prevailing DOT orders containing address.
- (c) Public limited Cos. may enclose certificate of incorporation along with any proof of identity as above of the authorized officer of the Company.
- (d) In case of Govt. of India Undertaking, Govt. of India offices/State Govt. Offices, the aforesaid requirements are dispensed with and self-certification on the letter head will suffice along with name and designation of the coordinating officer to be consulted in case of need.
- (e) In case of Foreign Missions in India and other foreign agencies, the name and designation of the authorized officer along with details of officials etc. for whom the cellular Mobile Phone is intended.
- (f) In case of Outstation customers, details of local reference(s) to be given.
- (g) Original document should be produced for verification.

Regd. & Corporate Office

Mahanagar Doorsanchar Sadan, 9 CGO Complex, Lodhi Road, New Delhi - 110003.

You can download the Form website : [www.mtnlmumbai.in](http://www.mtnlmumbai.in)

Customer Care Service No.

1503/1130