No. IAFI/DOT/SAT/237

Dated: 22nd t August, 2025

To,

The Director (Satellite), DoT HQ
Department of Telecommunications,
Ministry of Communications, Govt. of India,
Sanchar Bhawan, 20-Ashoka Road,
New Delhi – 110001
(Kind Attn: Shri Prakash Dangi through e-mail: dirsat1-dot@gov.in)

Subject: Comments on the Draft Guidelines for Grant of "No Objection Certificate" (NOC) to a Unified Licensee having authorization for GMPCS service or Commercial VSAT CUG service for use of its earth station gateway established in India, by a telecommunication service provider having an authorization for telecommunication services outside India

Ref: 60-MISC/Licensing Matters/2025-SAT dated 29-07-2025

Sir,

Kindly refer to your above referred letter regarding seeking comments/inputs on the draft guidelines issued for the grant of "No-Objection Certificate" to a Unified Licensee, having an authorization to provide Global Mobile Personal Communication by Satellite Service ("GMPCS") or the licensees having an authorization to provide Commercial VSAT CUG Service, under Section 4 of the Indian Telegraph Act, 1885, permitting use of its earth station gateway established in India, by a telecommunication service provider having an authorisation for telecommunication services **outside India ("Foreign TSP").**

IAFI examined the above-mentioned draft guidelines and after due consultation with our industry partners, offered its comments as detailed below. Comments are in the track-change mode.

IAFI is of the view that a light-touch framework, with minimal compliance obligations, would complement the vision of the Space Policy and the TRAI Recommendations, and pave the way for India becoming a regional/global SatCom hub and detailed submission in this regard is attached as Annexure-I.

Clause No.	Provision in the instant Draft Guidelines	Recommendation
3	**Application Process:** The application process shall be as set forth below:	**Application Process:** The application process shall be as set forth below:

	(a) An applicant seeking NOC to enter into arrangements with Foreign TSP, for enabling use of the licensee's earth station gateway established in India for uplink and downlink of signals to and from satellites, shall apply in the format as specified in Annexure 1, along with the following documents: (i) details of the licensee, along with an undertaking that it has rolled out the telecommunication network as per the roll out obligations specified in the license; (ii) details of: (a) the Foreign TSP who intends to use the earth station gateways established in India, to provide telecommunication services in such foreign country; (b) the satellite system, including the earth station gateways established in India, which will be used by a Foreign TSP, for the purposes of providing telecommunication services outside India, and name of the foreign country; (iii) the requisite agreement(s) executed with the Foreign TSP for using earth station gateways established in India to provide telecommunication services in such foreign country, comprising of terms and conditions as specified in para 4 below; and (iv) no objection, or relevant permission from the national administration or relevant licensor or regulator of the foreign country, as the case	(a) An applicant seeking NOC ~~to enter into arrangements with Foreign TSP, for enabling use of the licensee's earth station gateway established in India for uplink and downlink of signals to and from satellites~~ **for use of its earth station gateway established in India, for feeder-link connectivity to satellites serving outside India**, shall apply in the format as specified in Annexure 1, along with the following documents: (i) details of the licensee, along with an undertaking that it has rolled out the telecommunication network as per the roll out obligations specified in the license; (ii) ~~details of: (a) the Foreign TSP who intends to use the earth station gateways established in India, to provide telecommunication services in such foreign country; (b) the satellite system, including the earth station gateways established in India, which will be used by a Foreign TSP, for the purposes of providing telecommunication services outside India, and name of the foreign country~~ **list of the foreign countries where its earth station gateway is proposed to be so used**; ~~(iii) the requisite agreement(s) executed with the Foreign TSP for using earth station gateways established in India to provide telecommunication services in such foreign country, comprising of terms and conditions as specified in para 4 below; and~~ ~~(iv) no objection, or relevant permission from the national administration or relevant licensor or regulator of the foreign country, as the case may~~

	may be, for use of the earth station gateways established in India by a Foreign TSP for providing telecommunication services outside India. (b) A licensee shall make a separate application in respect of: (i) each foreign country where the users are located; (ii) each Foreign TSP with which an agreement is sought to be entered into.	~~be, for use of the earth station gateways established in India by a Foreign TSP for providing telecommunication services outside India.~~ ~~(b) A licensee shall make a separate application in respect of:~~ ~~(i) each foreign country where the users are located;~~ ~~(ii) each Foreign TSP with which an agreement is sought to be entered into.~~
4	The agreement between the licensee and the Foreign TSP shall include the following terms and conditions: (a) the Foreign TSP will use the earth station gateway, established in India by the licensee, only for providing services outside India with the use of Fixed Satellite Service (FSS) terminals located in such foreign country where the users of such foreign TSP are located; (b) the services, extended from earth station gateway in India, shall be used for *bona fide* purposes only. In case of any misuse or unlawful activities, the NOC shall be withdrawn and the services shall be liable to be discontinued by the licensee. (c) the user terminals located outside India shall not be misused or altered to launch service denial attack or other forms of cyber-attacks that may affect networks or users in India. Further, the Foreign TSP shall provide all information and assistance sought by the licensee in identification or investigation of such cyberattacks.	The ~~agreement between the licensee and the Foreign TSP shall include the following terms and conditions~~ **applicant shall provide an undertaking to the following effect**: (a) the Foreign TSP will use the earth station gateway, established in India by the licensee, only for providing services outside India with the use of Fixed Satellite Service (FSS) terminals located in such foreign country where the users of such foreign TSP are located; (b) the services, extended from earth station gateway in India, shall be used for *bona fide* purposes only. In case of any misuse or unlawful activities, the NOC shall be withdrawn and the services shall be liable to be discontinued by the licensee. (c) the user terminals located outside India shall not be misused or altered to launch service denial attack or other forms of cyber-attacks that may affect networks or users in India. Further, the Foreign TSP shall provide all information and assistance sought by the licensee in identification or investigation of such cyber-attacks.

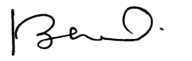
	(d) the Foreign TSP will provide the details of the foreign users, served through earth station gateways established in India.	~~(d) the Foreign TSP will provide the details of the foreign users, served through earth station gateways established in India.~~
5	The Licensor shall scrutinise each application. Any NOC, if granted, shall be subject to the following terms and conditions: (a) The NOC shall be for a period not exceeding five years, which may be renewed further as per the extant guidelines, subject to receiving an application from the licensee at least three months prior to the expiration of the NOC. (b) The licensee shall be permitted to make use of only satellite gateway link for providing service to the Foreign TSP outside India, and shall not be permitted to provide any kind of telecommunication services directly to the foreign users. The gateway link, by using the earth station gateways established in India, shall be used for providing only those service(s) in the foreign country for which the licensee is permitted in India. (c) The Foreign TSP will use the earth station gateway, established in India by the licensee, only for providing services outside India with the use of Fixed Satellite Service (FSS) terminals located in such foreign country. (d) The FSS terminals, being used for providing the services in the relevant foreign country, shall be geofenced in such a manner in the foreign country, that they shall not work or operate when brought into India, unless permitted to do so by the licensor.	The Licensor shall scrutinise each application. Any NOC, if granted, shall be subject to the following terms and conditions: (a) The NOC shall be for a period not exceeding five years, which may be renewed further as per the extant guidelines, subject to receiving an application from the licensee at least three months prior to the expiration of the NOC. (b) The gateway link, by using the earth station gateways established in India, shall be used for providing only those service(s) in the foreign country for which the licensee is permitted to provide those services in that country. (c) The Foreign TSP will use the earth station gateway, established in India by the licensee, only for providing services outside India with the use of Fixed Satellite Service (FSS) terminals located in such foreign country. (d) The FSS terminals, being used for providing the services in the relevant foreign country, shall be geofenced in such a manner in the foreign country, that they shall not work or operate when brought into India, unless permitted to do so by the licensor. (e) The telecommunication traffic of FSS terminals, being served in the foreign country, shall be segregated through a suitable mechanism from the Indian traffic at the earth station

	(e) The telecommunication traffic of FSS terminals, being served in the foreign country, shall be segregated through a suitable mechanism from the Indian traffic at the earth station gateways/Point of presence (PoP) in India, separately for each foreign TSP as well as for each foreign country being served. (f) The licensee shall ensure monitoring and discontinuation of services, whenever required by the licensor or the authorised agencies, without any intervention from outside India. The licensee shall demonstrate these system capabilities of traffic segregation and discontinuation of services prior to start of the operations in the foreign country. (g) The traffic of FSS terminals of the foreign country, aggregated at the earth station gateways in India, shall be handed over to the authorised International Long Distance (ILD) service provider, having ILD Gateway in India, on mutual terms for transiting it to the such foreign country, without any local breakout. (h) The licensee shall intimate to the licensor of Commencement of Service within 15 days of such commencement of services by the Foreign TSP. (i) The licensee shall furnish to the licensor such documents, accounts, estimates, returns, reports or other information, as may be prescribed, in the manner and the timelines specified by the licensor.	gateways/Point of presence (PoP) in India, separately for each foreign TSP as well as for each foreign country being served. (f) The licensee shall ensure monitoring and discontinuation of services, whenever required by the licensor or the authorised agencies, without any intervention from outside India. The licensee shall demonstrate these system capabilities of traffic segregation and discontinuation of services prior to start of the operations in the foreign country. (g) The traffic of FSS terminals of the foreign country, aggregated at the earth station gateways in India, shall be handed over to the authorised International Long Distance (ILD) service provider, having ILD Gateway in India, on mutual terms for transiting it to the such foreign country, without any local breakout. (h) The licensee shall intimate to the licensor of Commencement of Service within 15 days of such commencement of services by the Foreign TSP. (i) The licensee shall furnish to the licensor such documents, accounts, estimates, returns, reports or other information, as may be prescribed, in the manner and the timelines specified by the licensor. (j) The telecommunication services provided from earth station gateway in India, shall be used for *bona fide* purposes only. In case of any violation of terms and condition of the NOC granted under these guidelines, the

	(j) The telecommunication services provided from earth station gateway in India, shall be used for *bona fide* purposes only. In case of any violation of terms and condition of the NOC granted under these guidelines, the NOC shall be withdrawn and the services shall be liable to be discontinued by the licensee. Further, suitable action shall also be initiated against the licensee. (k) The user terminals located outside India shall not be misused or altered to launch service denial attack or other forms of cyber-attacks that may affect networks or users in India. Further, the Foreign TSP shall provide all information and assistance sought by the licensee in identification or investigation of such cyber-attacks. (l) Any levies or charges for the use of earth station gateway, including the spectrum charges, shall be paid by the licensee, as specified by the Licensor. (m) The revenue, earned by the licensee from the activities performed under this NOC, shall be treated as Telecom Revenue and will be considered as the part of AGR of the entity. The licensee may be asked to report revenue - domestic and foreign component (country wise) separately every year for MIS purpose. (n) Breach of any of the terms and conditions of the NOC may lead to cancellation of the NOC, in addition to imposition of	NOC shall be withdrawn and the services shall be liable to be discontinued by the licensee. Further, suitable action shall also be initiated against the licensee. (k) The user terminals located outside India shall not be misused or altered to launch service denial attack or other forms of cyber-attacks that may affect networks or users in India. Further, the Foreign TSP shall provide all information and assistance sought by the licensee in identification or investigation of such cyber-attacks. (l) Any levies or charges for the use of earth station gateway, including the spectrum charges, shall be paid by the licensee, as specified by the Licensor. (m) Reason: This can lead to multiple taxation. Even in India there are already taxation on the AGR, for instance on spectrum. The gateway (like the satellite) s part of the network infrastructure. It does not generate revenue per se (n) Breach of any of the terms and conditions of the NOC may lead to cancellation of the NOC, in addition to imposition of penalties as provided in the license. (o) ~~**Licensee shall ensure to have the required facility in India to ascertain the location of user terminals deployed in foreign country, which are served from the earth station gateway in India, on a request by the Licensor. Further, the licensee shall demonstrate the system capabilities to support this functionality prior to start of the operations in the foreign country.**~~

	penalties as provided in the license. (o) Licensee shall ensure to have the required facility in India to ascertain the location of user terminals deployed in foreign country, which are served from the earth station gateway in India, on a request by the Licensor. Further, the licensee shall demonstrate the system capabilities to support this functionality prior to start of the operations in the foreign country (p) Licensee shall ensure to have the details of the foreign users, served through earth station gateways established in India.	(p) ~~Licensee shall ensure to have the details of the foreign users, served through earth station gateways established in India.~~

Warm Regards,



Bharat B Bhatia,
President, ITU-APT Foundation of India (IAFI)
Vice Chairman, Asia Pacific, World Wireless Research Forum (WWRF)

Copy to:

The DDG (Sat), DoT HQ - for information please.