WITHOUT PREJUDICE

Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan, 20 Ashoka Road, New Delhi-110001
(DS Cell)

DS-11/493/2021-DS-III(Vol.III)   Dated: 02-01-2025

To,

M/s ABNISP Services Pvt. Ltd.
FLAT.NO.05 CTS.NO.10041 NIZAMUDDIN ROAD
BUKKAL GU, Aurangabad, Maharashtra, India, 431001
abn.isp@gmail.com
U72900MH2021PTC355386

Subject: - Termination/Revocation/Cancellation of UL(VNO) ISP category 'C' for Aurangabad SSA in MH Service Area bearing license no. DS-11/493/2021-DS-III Dated. 28.01.2022 o f M/s ABNISP Services Pvt. Ltd., under condition of clause 10.2 (i) (Part-I) of the said License Agreement.

Whereas, Department of Telecommunication, Government of India ("the Licensor") has granted an UL(VNO) license no. **DS-11/493/2021-DS-III Dated. 28.01.2022** ("the License") to M/s ABNISP Services Pvt. Ltd. ("the Licensee")**.**

2.   WHEREAS, the LICENSEE is required to provide the services under the terms and conditions of the License and instructions issued by the LICENSOR from time to time.

3.   That for alleged violation of Conditions No. 18.2.1, 20.3, 20.5, 20.9, 21.2 & 21.3. of the License, a Show Cause Notice No**. DS-11/286/2023-DS-II dated 26-09-2024** ("SCN") was issued to the Licensee on the address provided in the License and on the address as obtained from Ministry of Corporate Affairs website, in the event, the two addresses were different. The aforesaid SCN was sent by way of speed post bearing **ID No ED405188564IN** as well as by an email on the registered email ID(s) of the Licensee on 30.09.2024.

4.   That the aforementioned SCN was issued to the Licensee to submit its reply, within 21 days, as to why the License granted to it should not be terminated, in terms of the Condition No 10.2(i) under Chapter 1 of the Part-I of the License.

5.   That despite having given enough time and opportunity to the licensee to show cause and explain the alleged violation of terms and conditions of the license mentioned in the SCN, the licensee has failed to submit any reply whatsoever to the licensor within the time frame allowed to the licensee.

6.   That the failure of the Licensee to submit any reply or explanation to alleged violation of terms and conditions of the license mentioned in the SCN implies that the

Licensee has nothing to say in this regard and that the Licensee has failed to comply with the conditions of the License and therefore, has violated the conditions of the License as alleged in the SCN.

7.   Therefore, the competent Authority has now decided to terminate/ revoke/ cancel the **UL(VNO) ISP category 'C' for Aurangabad SSA in MH Service Area bearing license no. DS-11/493/2021-DS-III Dated. 28.01.2022 o f M/s ABNISP Services Pvt. Ltd.,** in terms of clause 10.2 (i) under Chapter I of Part-I of the License and that the said license is terminated/ revoked/ cancelled effective on and after the 61st calendar day from the date of issue of this letter

8.   That the Licensee is further directed to terminate and stop all interconnections with all service providers effective from the date of termination of the License.

9.   That the Licensee is further directed to issue a notice of at least 30 calendar days to all its customers within 30 days from today in terms of the condition 10.2(i) of the License Agreement reproduced as under:
 "*The Licensee shall be required to give a notice of at least 30 Calendar days to its customers within this period of revocation order*".

10.   That the Licensee shall take note of the clause 11.2 of Chapter I of Part-I of the License, which is reproduced as under:
 "*On revocation or surrender or cancellation of License/Service Authorization(s) due to reasons whatsoever or expiry of the License, the relevant Bank Guarantee(s) shall be released to the Licensee only after ensuring clearance of all dues, which the Licensee is liable to pay to Licensor. In case of failure of the Licensee to pay the amounts due to the Licensor, the outstanding amounts shall be realized through encashment of the Bank Guarantees without prejudice to any other action(s) for recovery of the amounts due to the Licensor without any further communication to the Licensee*".

11.   That the Licensee shall also take note that in case, it comes to the notice of the Licensor about any other violation of license conditions by the Licensee, necessary action in respect of said violation may be initiated by the Licensor in due course of time.

12. That the Bank Guarantee(s) submitted by the Licensee against the said the license will be released under clause 11.2 Part-I of the License after ensuring clearance of dues, including dues/ penalty arising, if any, as a consequence of the aforesaid violation.

13.   That the Licensee may acknowledge the receipt.

Director (DS-II)
dirds2-dot@nic.in
jto1ds2-dot@gov.in

Copy to:-

1. DG Telecom, DoT, with a request to instruct the concerned LSA(s) to intimate all Licensees / Infrastructure Providers in their area to discontinue to provide / obtain

any "telecom resources" to/ from <u>M/s ABNISP Services Pvt. Ltd.</u>

2. The Additional DGT, MH LSA,

3. Sr. Joint CGCA(Revenue), Office of CGCA with a request to release the Bank Guarantees of the aforesaid company after ensuring dues from respective sections of DoT as per letter   No. vide 1-90/2012/LF-1(Pt.1) dated 05.09.2018 and letter No. 1-8/2017/LFP-1 dated 17.04.2017. As far as due(s) of DS wing concerned the same will be intimated to O/o CGCA in due course of time.

4. Secretary, TRAI

5. Wireless Advisor, for issue of Dues/ No Dues Certificate till the effective date of termination of License and convey to office of CGCA.

6. Dy. CCA, O/o Pr CCA, MH Circle

7. DDG(AS)/DDG(CS)/DDG(SAT)/ DDG(SA)/DDG(SPPI)/ DDG(LFP)/ DDG(WPF), DoT HQ.

8. Director (IT), DOT HQ for uploading on DoT website for information to all Service Providers to disconnect all telecom resources for the terminated service area as per above.

9. F.N. DS-11/493/2021-DS-III(Vol.III)