

Case Reference	R/E/I/001
Title	MobileOne (Asia) Pte Ltd's "Interception" of Mobile-Originated Calls Intended for Singapore Telecommunications Ltd's and StarHub Pte Ltd's IDD Services
Case Opened	7 November 2000
Case Closed	15 January 2001
Complainant (s)	Singapore Telecommunications Limited ("SingTel") StarHub Pte Ltd ("StarHub")
Respondent	MobileOne (Asia) Pte Ltd ("M1")
Case Summary	<p>IDA received complaints from SingTel and StarHub that M1 had "intercepted" calls made by M1's mobile customers accessing SingTel's and StarHub's international direct dialing ("IDD") services by inserting a 10-second voice marketing message of M1's own IDD services.</p> <p>Both SingTel and StarHub alleged that this resulted in delays and inconveniences to users of their IDD services, thereby degrading the availability and quality of their IDD services.</p> <p>In addition, SingTel also alleged that M1 had failed to provide call origination services for SingTel's IDD services equivalent in quality to what M1 provides to itself for its own IDD services.</p> <p>IDA initiated enforcement proceeding under Section 10.3 of the Telecom Competition Code ("Code") as it had reason to believe that M1 had breached Section 4.2.3 "Duty to Provide Non-discriminatory Interconnection Quality" and Section 7.4.2 "Degradation of Service Availability or Quality" of the Code.</p> <p>Pending the conclusion of IDA's enforcement proceeding, IDA issued an interim direction ordering M1 to cease and desist from intercepting calls made by M1's mobile customers accessing SingTel's and StarHub's IDD services.</p>
IDA's Determination	<p>IDA determined that:</p> <ol style="list-style-type: none"> a) The insertion of a 10 second message by M1 had the effect of delaying and thus, inconveniencing M1 mobile customers' access or use of SingTel's and StarHub's IDD services. b) The additional delay and inconvenience in connecting the mobile-originating call caused degradation in the availability and quality of SingTel's and StarHub's IDD services in that M1's mobile customers were made to wait for

an additional 10 seconds before being connected.

- c) M1 failed to provide IDA with any legitimate business, operational or technical justification for its actions.

In the circumstances, IDA found M1 in breach of Section 7.4.2 of the Code. IDA directed M1 to cease and desist from engaging in such acts and IDA also imposed a financial penalty of S\$5,000 on M1.

IDA did not make any finding on whether M1 had breached Section 4.2.3 of the Code given the lack of substantive facts and evidence made available to IDA.