

Case Reference	REG/INTC/002
Title	SingTel's Transit of M1's Calls to StarHub's Ported-in Fixed Line Customers
Case Opened	28 March 2002
Case Closed	16 October 2002
Complainant	StarHub Pte Ltd ("StarHub")
Respondent	Singapore Telecommunications Limited ("SingTel")
Case Summary	<p>On 4 March 2002, SingTel notified StarHub that from 15 March 2002, SingTel would transit all M1's calls to StarHub's ported-in fixed line customers using StarHub's circuits groups instead of SingTel's circuit groups. StarHub disagreed with SingTel's notification on the grounds that proper arrangements would need to be established between the relevant parties before a routing change could be implemented. SingTel proceeded to re-route these calls on 15 March 2002, thereby resulting in call failures during the period of 15 – 22 March 2002.</p> <p>StarHub alleged that SingTel's action degraded StarHub's network and service quality and availability, causing irreparable damage to StarHub's branding and service offering. Therefore, StarHub submitted that SingTel's action has breach Sections 7.4 and 7.4.2 of the Telecom Competition Code ("Code").</p>
IDA's Determination	<p>Based on the representations from both SingTel and StarHub, IDA noted that in May 2001, both parties had already agreed on the party responsible for the circuit capacity for conveyance of transit calls in their interconnection arrangements. During the 10-month period, StarHub had sufficient time to initiate and establish the proper arrangements with relevant parties but did not do so. StarHub should also be aware that SingTel has been transiting M1's calls to StarHub ported-in fixed line customers from 1 April 2001 since these calls were transited to StarHub with M1's CLI. However, IDA believes that SingTel should have raised this matter as a dispute for IDA's resolution or extended the notice period to StarHub as a gesture of goodwill before it proceeded to implement the routing change for the said calls. If both parties had co-operated in good faith, the resultant call failures could have been avoided.</p> <p>Based on the above, IDA therefore determined that there was insufficient evidence to conclude that SingTel's action was anti-competitive and hence contravened Sections 7.4 and 7.4.2 of the Code. Rather, IDA viewed that this issue arose primarily due to the lack of co-operation and good faith between SingTel and StarHub in the implementation of their interconnection</p>

	<p>arrangements and that both parties were partly responsible for causing the call failures. IDA reminded both parties that they have a duty to co-operate in good faith and in a commercially reasonable manner under Section 4.3.1 of the Code. IDA also warned both parties that it will not tolerate such conduct nor will it hesitate to take action against either party or both parties should a similar incident occur in future.</p>
--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------