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ETHIOPIAN
COMMUNICATIONS AUTHORITY

**TELECOMMUNICATIONS
DISPUTE RESOLUTION DIRECTIVE
No. 796/2021**

2021

TELECOMMUNICATIONS DISPUTE RESOLUTION DIRECTIVE

WHEREAS it is imperative that disputes between Telecommunications Operators and between consumers and Telecommunications Operators are resolved in a manner that is fair, efficient, and cost effective;

COGNIZANT of the necessity to formulate a legal framework that governs disputes which arise in the Telecommunications sector;

RECOGNIZING the need to provide disputing parties the availability of alternative dispute resolution procedures such as mediation and settlement;

NOW, THEREFORE, pursuant to Articles 6(2), 6(15), 37, 48 and 54(2) of the Proclamation, the Ethiopian Communications Authority hereby issues this Directive.

PART ONE GENERAL

1. Short Title

This Directive may be cited as the “Telecommunications Service Dispute Resolution Directive No. 796/2021.”

2. Definitions

In this Directive, unless the context otherwise requires:

- 1) “**Appeals Tribunal**” means a Tribunal established under Article 39 of the Proclamation.
- 2) “**Authority**” shall mean the Ethiopian Communications Authority established under Article 3 of the Proclamation.
- 3) “**Claimant**” means a person who submits a claim before the Authority.
- 4) “**Consumer**” means any person who receives or has received Telecommunications Services from a Licensee by virtue of a service subscription agreement into which he enters or accepts the terms set forth by the Licensee.
- 5) “**Complaint**” or “**Claim**” means a formal written or electronically submitted statement of any allegation of the breach of the rights of a Claimant.
- 6) “**Dispute**” means an issue in contention between licensees, a consumer and a licensee, where one or both parties is aggrieved by the decision and/or conduct of the other, and the parties have failed to reach an amicable resolution after due effort has been made.
- 7) “**License**” means a License issued by the Authority.
- 8) “**Licensee**” means a person who has been issued a License by the Authority.
- 9) “**Notification of Resolution**” means a Licensee’s final decision for resolution of a Complaint, or rejection of a Complaint, which must be indicated in writing or by any other verifiable means.
- 10) “**Person**” means any natural or juridical person and any reference to the male gender shall apply equally to the female gender.
- 11) “**Publish**” means the posting of the Authority’s Decision on its website and/or other media as appropriate.

- 12) “**Request for Dispute Resolution**” means a submission made by a complainant requesting the Authority to investigate and resolve a Dispute.
- 13) “**Respondent**” means a party against whom a claim is filed or has provided a response to the claim.
- 14) “**Response**” means the formal written response submitted to the Authority in response to a claim or to a request by the Authority.
- 15) “**Serve**” means the furnishing of documents, information, or data, as the case may be, to another party or to the Authority by way of courier, registered post, electronic mail, and/or fax, or by any other method as may be agreed upon between the relevant parties and the Authority, and “service (v)”, “serving” or “served” shall bear the corresponding meaning.
- 16) “**Working Days**” shall mean business working days only and shall not include Saturday, Sunday and any day that has been declared to be a public holiday by the Federal Democratic Republic of Ethiopia.

3. Objectives

The main objectives of this Directive are to provide:

- 1) A framework to resolve disputes between Telecommunications Operators and between consumers and Telecommunications Operators and to ensure that such disputes are resolved in a that is fair, efficient, and cost effective.
- 2) Clarity on the procedures the Authority will use to adjudicate such disputes; and,
- 3) Disputing parties the availability of alternative dispute resolution procedures such as mediation and settlement.

4. Scope of Application

This Directive applies to all Licensees of the Authority and consumers of Telecommunications Services.

PART TWO ADJUDICATION OF DISPUTES

5. The Authority’s Power to Resolve Disputes

- 1) The Authority shall have the power to resolve any disputes that may arise between the following entities:
 - a) Between consumers and Licensees; and,
 - b) Between Licensees.
- 2) The Authority may, pursuant to a Complaint filed by consumers, initiate proceedings against a Licensee on any action or relief requested by any party within the scope of the Authority’s power that may, in the Authority’s judgment, best serve the purposes of the Proclamation.
- 3) The Authority’s Decision may grant or deny in whole or in part, any action or relief requested by any party; or may fashion such other remedy within the scope of the Authority’s power that may, in the Authority’s judgment, best serve the purposes of the Proclamation.

- 4) The Authority's Decision may be reviewed pursuant to the provisions in Article 38 of the Proclamation.

6. The Authority's Power to Combine Disputes

- 1) The Authority may, combine Disputes regarding the same subject matter for determination by a single Decision where it considers that:
 - a) The Disputes involve the same subject matter and can be conveniently considered as one single Dispute; and,
 - b) The parties are likely to have the same interest at all stages of the combined Dispute Resolution proceedings.
- 2) Where the conditions under Sub-Article (1a) and (1b) of this Article are fulfilled Consumers may file a collective Claim as a single Dispute.
- 3) Where one or more of the parties disagree with the Authority's decision to combine the Dispute, the Authority may consider the argument submitted in opposition to the decision.
- 4) If, at any stage during the course of its consideration of the combined Disputes, the Authority considers the Disputes should no longer be combined, the Authority may continue its consideration of the individual Disputes separately.

**PART THREE
REQUEST FOR DISPUTE RESOLUTION**

7. Request for Dispute Resolution

- 1) Licensees shall endeavor to resolve their dispute amicably prior to filing a Request for Dispute Resolution before the Authority.
- 2) The party who desires the resolution of a Dispute by the Authority, referred to as the "Claimant" may initiate proceedings by:
 - a) Filing its claim for resolution with the Authority in written or electronic submission using forms available on the Authority's website; and,
 - b) Serving the other party to the Dispute, referred to as the "Respondent," with a copy of the claim.
- 3) In a Dispute between Licensees the Claimant shall file a Request for Dispute Resolution within thirty (30) working days from the occurrence of the Dispute unless the parties have initiated an alternative dispute resolution process.
- 4) The Claimant's claim shall contain:
 - a) The names, addresses and telephone numbers of the parties to the Dispute;
 - b) A statement of the nature of the Dispute;
 - c) The remedy or relief sought, including any amount claimed;
 - d) The Power of the Authority to entertain the Dispute;
 - e) Any supporting evidence; and,
 - f) Any other relevant information.

- 5) The Authority shall, within five (5) working days of receipt of the claim, notify both Claimant and Respondent of receipt of the claim.
- 6) In a Dispute involving multiple parties, the Claimant shall serve copies of all documents submitted to the Authority to all the other parties on or before the date of submission of the documents to the Authority.
- 7) A party to a Dispute shall not rely on any grounds other than grounds stated in the claim or adduce additional facts or documents that were not referred to in the statement of claim or copies of the documents that were not annexed to the claim.

8. Declining a Request for Dispute Resolution

- 1) The Authority shall decline to accept a Request for Dispute Resolution where:
 - a) The Request for Dispute Resolution raises or involves issues that are not within the competence of the Authority or is otherwise not contemplated for resolution by the Authority in the Proclamation;
 - b) The Request for Dispute Resolution arises from a Dispute with a Licensee is not made within thirty (30) working days of a “Notification of Resolution” provided by a Licensee as provided for in the Consumer Rights and Protection Directive;
 - c) The Complaint in the Request for Dispute Resolution is the subject of ongoing legal proceedings before a court of law in the Federal Democratic Republic of Ethiopia unless a reviewing court has requested the Authority to review the matter;
 - d) The Request for Dispute Resolution relates to the content of a Communications Service, including, but not limited to, the editorial, literary, artistic, political, religious or other content expressed or transmitted through a Licensee’s Communications system;
 - e) The Request for Dispute Resolution is incomplete or is not presented in accordance with the procedural requirements of this Directive;
- 2) The Authority shall, before declining to accept the claim, give the Claimant an opportunity to be heard.
- 3) Notwithstanding the provisions in Article 7(1)(e) of this Directive, the Authority shall not decline to resolve for the claim for the reason of incompleteness without giving an opportunity to the person filing the claim to rectify the irregularities within ten (10) working days.
- 4) Where the Authority has declined to resolve a Dispute, it shall notify the parties to the Dispute, in writing, stating the reasons for declining the claim.

9. Response to Claim and Counter Claim

- 1) The Respondent shall submit its Response with any supporting document to the Claimant and the Authority within ten (10) working days of receipt of the claim.
- 2) The Response by the Respondent shall contain:
 - a) The name, address and other particulars of the Respondent;
 - b) The answer to the claim, a counterclaim, if any, against the Claimant; and,
 - c) Any other relevant information.

- 3) The reply made by the Claimant under Sub-Article (2) of this Article must be restricted to points arising from the respondent's defense or counter claim. No additional new issues may be included.

10. Submission of Documents

Any written communication or electronic submission by a party to the Authority is deemed filed with the Authority from the date the document is received by the Authority.

PART FOUR HEARING

11. Hearing Time and Place

- 1) The Authority may give either party the right to request a hearing but retains the discretion to decide a matter solely based on the written record.
- 2) Where the Authority determines that a hearing is required it shall inform the parties in writing.
- 3) The Authority shall conduct the hearing in a manner that it considers appropriate except that the parties shall be treated equally and fairly and shall each be given full opportunity to present its case.
- 4) The Authority shall inform the parties the time and place for the hearing as well as the expected duration of the hearing.
- 5) The Authority in setting out the date and duration of the hearing shall take into consideration the complexity of the issues involved and the likelihood of harm to either party if the Dispute is not promptly resolved.
- 6) The hearing shall commence not later than fifteen (15) working days after the filing of the final submissions of the parties to have the Dispute resolved by the Authority.

12. Public Hearing

- 1) The hearing shall be open to all members of the public, except to the extent that the Authority decides that the confidential nature of any specific matter to be addressed during the hearing requires that such confidential matter be withheld from public disclosure.
- 2) In deciding on the confidentiality of the matter the Authority may seek the opinion of the parties involved.
- 3) The Authority shall make public the reason(s) for limiting public access to information in any of its proceedings and shall seek to ensure to the maximum extent possible that all of its proceedings shall be fully open to the public.

13. Appearance of an Expert in the Hearing

Where in the course of resolving a Dispute, a matter arises that in the opinion of the Authority requires certain expertise or competence, the Authority may call upon any person who possesses the expertise, is independent and free from any conflict of interest, to assist the Authority as an assessor.

14. Examination of Witnesses

- 1) The Authority may examine the parties and their witnesses when hearing a Dispute.

- 2) A witness called and examined by the either party may be cross-examined by the other party and after being cross-examined, the witness may be re-examined.
- 3) The Authority may, at any time before making any orders relating to a Dispute, require a party or any other person whom the Authority considers competent, to adduce documentary evidence or produce any material, specimen or product that the Authority may consider necessary for the determination of a Dispute.

15. Extension of Time

- 1) The Authority may adjourn the hearing of a Dispute for the production of further evidence or for other good cause, on such terms as it may determine.
- 2) At the request of a party the Authority may for good and reasonable cause grant an extension of time for the taking of any action by a party.

16. Non-Appearence of the Party

- 1) Where on the date of hearing any of the parties or their authorized representative does not appear when the Dispute is called for hearing, the Authority may dismiss the Dispute for non-appearance or proceed *ex parte*.
- 2) Where a Dispute is dismissed in default or decided *ex parte* an aggrieved party may file an application within five (5) working days from the date of such dismissal, for review of the order given, and the Authority may review the order if it is satisfied that there was sufficient cause for the non-appearance.

17. Withdrawal of Claim

- 1) A Claimant may, at any time before or after the Dispute is heard, withdraw the claim by notifying the Authority in writing.
- 2) The Authority may, where a Claimant withdraws a claim, make such orders relating to costs and restitutions as it considers fit.

**PART FIVE
DECISION OF THE AUTHORITY**

18. Form of Decision of the Authority

- 1) The Authority shall make its decision in writing, stating reasons for the Decision, within fifteen (15) working days from the date of conclusion of the hearing.
- 2) The Decision of the Authority shall be dated and signed by the Director General.
- 3) The Authority shall cause to be made a record of the proceedings of the hearing of the Dispute and include that record, together with a copy of the Decision, in a document to be certified and signed by the presiding officer of the Authority as a true and correct record of the proceedings and the Decision.
- 4) The Authority shall forward a certified copy of the document described in Sub-Article (3) of this Article to each party.
- 5) The Authority may, given the urgency of a Dispute or for other justifiable reason(s), issue temporary preservation orders and reliefs pending the hearing and determination of the Dispute.

19. Publication of the Decision

- 1) Records of proceedings, except those parts which for reasons specified by the Authority are confidential or privileged or otherwise should not be disclosed to any person, shall be open to inspection by any person after conclusion of the hearing, subject to such person complying with the terms as the Authority may prescribe from time to time, in regard to time, place and manner of inspection and payment of inspection fees.
- 2) The Authority shall publish on its website and/or other media, its Decision on Disputes it has heard and determined.

20. Effect of the Decision

The Decision of the Authority shall be binding on the parties from the date of communication of the Decision to the parties.

21. Appeal of the Decision

- 1) Any party dissatisfied by the Decision of the Authority may appeal the Decision to the Appeals Tribunal on issues limited to legal matters within thirty (30) working days of the effective date of the decision by the Authority.
- 2) Any party dissatisfied by the Decision of the Appeals Tribunal may appeal the Decision to the Federal High Court within sixty (60) days from the date of the Decision, only for error of law.

PART SIX MEDIATION

22. Mediation by the Authority

- 1) The parties to a Dispute may, at any time following submission of a Request for Dispute Resolution, enter into negotiations aimed at settling a Dispute in good faith, in whole or in part, by mutual agreement.
- 2) The Authority may advise the parties to resolve a Dispute through mediation, subject to the conditions below:
 - a) If it is specifically agreed to do so by both parties to the Dispute; or,
 - b) Where the Authority believes there is a possibility of amicable resolution of the Dispute between the parties, even where its mediation services are not requested; or,
 - c) Where the Request for Dispute Resolution is declined and both parties are likely to accept an alternative dispute resolution process.
- 3) If the Authority believes that a settlement is possible, it may use its discretion to end or suspend any scheduled mediation or formal Dispute Resolution proceedings.
- 4) The parties shall agree that all resolutions through mediation shall be final and binding, and not subject to appeal.

23. Resolution by Settlement

- 1) The parties to a Dispute shall agree on a settlement within fourteen (14) working days of the commencement of negotiations, unless the parties to the Dispute

mutually agree to extend the period for settlement negotiations based on a timetable approved by the Authority.

- 2) If the parties agree to settle the Dispute through settlement, the parties shall submit to the Authority the terms of the settlement of their Dispute that includes the following information at a minimum:
 - a) A clear description of the settlement reached between the parties; and,
 - b) A timetable detailing the performance of the settlement reached between the parties.
- 3) Following submission of the settlement agreement, the Authority shall, within five (5) working days, inform the parties, in writing, if it accepts the terms of the settlement. Upon approving the settlement agreement, the Authority shall dismiss the Dispute.
- 4) The details of any settlement agreed between the parties to the Dispute shall not be made public by the parties unless the parties and the Authority mutually agree to do so.
- 5) Notwithstanding Sub-Article (4) of this Article, where the interest of the public requires it, the Authority may disclose the results of the settlement to the public.
- 6) If the parties fail to reach a settlement on any or all of the issues, the Authority shall commence or recommence the scheduled mediation or Dispute Resolution proceedings.

PART SEVEN COMPLIANCE AND ENFORCEMENT

24. Compliance

The Authority shall monitor a Licensee's compliance with the provisions of the Proclamation and this Directive.

25. Enforcement

- 1) Where the Authority, consistent with the provisions of this Directive, the Proclamation, and other instruments that the Authority may issue, determines that a Licensee has violated the provisions of this Directive, it shall impose remedies pursuant to Article 52 of the Proclamation, that shall include:
 - a) Fines or restitution; and/or,
 - b) Suspension or revocation of a License.
- 2) Without prejudice to Sub-Article (1) of this Article, the Authority's remedies and sanctions shall be guided by the Council of Ministers Regulation issued pursuant to Article 52(6) of the Proclamation that determines the types of infractions that would result in license revocation, suspension and other administrative measures and stipulate the penalties and the amount of fines to be paid.

PART EIGHT
MISCELLANEOUS PROVISIONS

26. Liability of the Authority

The Authority shall not be liable to any party for any act or omission in connection with the decision provided under this Directive.

27. Amendment

The Authority upon consultation with respective stakeholders, may, at any time it deems it necessary, and consistent with the Proclamation, amend this Directive.

28. Effective Date

This Directive will come into force on _____, 2021.

DONE AT ADDIS ABABA ON _____ DAY OF _____ 2021

ENGINEER BALCHA REBA
DIRECTOR GENERAL
ETHIOPIAN COMMUNICATIONS AUTHORITY