AN APPRAISAL OF THE RIGHTS OF THE NETWORK USERS IN NIGERIA: CHALLENGES AND COMPENSATION

By

Tochukwu Anthony Ogbu

Final Year Law Student @ Enugu State University of Science and Technology (ESUT) || *miguelantho10@gmail.com*

ABSTRACT

Nigeria being a late entrant in the telecommunications industry has not affected it economic growth, but despite that, the country's growth in telecommunications industry has been a subject of diverse debate. In October 2023 the telecommunications industry experienced a 0.19% growth in Active Voice subscriptions while telecom-density stood at 102.49% with internet subscriptions increasing by 0.60% compared to September 2023. In November of the same year, the industry also experienced a 0.46% growth in Active Voice subscriptions. Also telecommunication operators activated 1.57 million mobile subscribers, as active mobile users in Nigeria in February rose to 219.7 million from 218.1 million in January; however a recent report from March to April 2024 shows a great decline to the number of Subscribers. Moreover, it is not the growth of the industry at the disposal of the subscribers that should be celebrated, but the growth of the industry at the rate in which it serves the best interest of the consumers as stated under the various international and local regulation or legislation to which the work has come to critically analyse and provide a solution where necessary for the best interest of all who is engaged in telecommunications industry.

Keywords: *Telecommunications industry; Nigeria; subscriber growth; consumer protection*

THE CRITICAL LEGAL CHALLENGES AND COMPENSATION

The primary legislations that guides and regulate the telecommunications industry in Nigeria is the Nigerian Communication Act 2003 (NCA) and its Commission the NCC and the Federal Competition and Consumer Protection Act 2018 (FCCPA) and it's Commission the FCCPC and other regulations. For the purpose of this work, the term "*Licensee, service operators and service providers*" are referred to the sole body that grant the services to the consumers, service subscribers or network users, as it may be used interchangeable for easy communication.

Telecommunication means any transmission, emission, or reception of signs, signal writings, images, sounds or intelligence of any nature by wire, radio, visual or other electromagnetic systems, and transmission means to cause any emission of unguided electromagnetic energy in any part of the spectrum.[33] Thus, this means that not only the **SIM (*Subscriber Identification Module (SIM)*)** users are covered under this meaning of telecommunication, but it also reaches visual subscribers that subscribes to any electromagnetic transmission and other forms of transmission. Consumer or a subscriber is defines as any person who subscribes to and uses a communication service. This narrows the definition of a consumer, as opposed to the meaning of telecommunication under the act that widens it's trajectory to include any form of transmission on electromagnetic system, by depriving a consumer its traditional sense of a consumer that extend to any person who is affected by the product or service, to only a contractual consumers. But, with the emerging trend in technology it will be obnoxious if a telecommunication consumer means only contractual consumers, because it is the rate at which a service reaches to the other person in which a subscriber tends to communicate with, that the obligation created by the service operators and the consumer can be measured, not subscription per se by service providers. In that sense a consumer under the *NCA 2003* should also equates to person that is affected by the services of the service operators. Take for instance if **A**, a subscriber to a service operator, gifts out the service granted to him, to **B.** Therefore **B** is not covered under the meaning of consumer under *NCA* because there was no privity of contract between **B** and **A** service operators. Also in a situation where a subscriber sent a message to another service subscriber **D**, who does not have the same service operator with **C**, but due to the fact of the poor network by the service operator of **C**, before the message reaches to other service subscriber he has suffered lost as a result of the delay, **D** the other service subscriber will not have any cause of actions, because he is not covered within the meaning of consumer under the *NCA*, for he is not a contractual consumer, rather he will undergo

[33] See section 157 of the Nigerian Communication Act 2003.

a rigorous task of acting as an ostrich by complaining to his contractual operator, instead of having a debt with the service operators that caused the damage to him.

There is need to review the meaning of consumer under the *NCA*, in other to accommodate the extant trend in technology in protecting the interest of consumers and curbing the intellectual imbalance between the consumers and the service operators over their services. Regardless that the claim is only founded on contract, a consumer that is affected by such, can assert that there is an assignment of service to him whether or not he has a contractual obligation with the service operators.

With the enormous power vested on the *NCC* under *section 70 and 106* of the *NCA* to protect consumers from unfair practices of Licensee and other persons in supply of telecommunication services and facilities, the commission has make regulations and guidelines in other to complement, supplement the general provision of the act and other salient matters necessary to give effect to the provision of the act. Notwithstanding the clear provision of *paragraph 6(1) of the Consumer Code of Practice Regulation 2007;* which stated that Licensee shall provide the consumers with the necessary information about their service, before a subscriber can have a contract with them. The question is, how have these provisions been complied to, and how has it help the network users? What is obtainable in practice and generally accepted by many subscribers, whom has enjoy sleeping on their rights at their own peril, is that terms and conditions of the contract always accompanied the *SIM* cards, decoder or antenna in case of a visual telecommunication after payment, making it difficult for the consumers to read the pre-contractual terms and conditions which might also bear the statement *"no refund of money after payment"* before making a choice whether to buy or not, which in effect promote competition in the telecommunication industry as opposed to monopolizing of the market by one licensee. However such practice of no refund of money after payment or not showing the information of the contractual terms and conditions before payment is against the law and it should be disregarded at it distorts the mechanism used for combating the unfair practices of some Licensee at the detriment of the consumers.

The question is what rights is left for a network user, while the *SIM* cards or visual transmission antenna is always sealed and packaged with the terms and conditions making it difficult for a network user to read the terms and conditions of the contract before payments? Another question is these terms and conditions binding?

Thus surprisingly it was an issue in the case of **HON. JUSTICE PATRICK I. AMAIZU v MTN NIGERIA COMMUNICATIONS LIMITED**[34] the Appellant, a retired Justice of the Court of Appeal, travelled to the United States sometime in 2007 with his wife and stayed for six months, and loaded his said phone line with ₦9,000 (Nine Thousand Naira) before travelling. On his return, the Appellant discovered that the Respondent had disconnected his phone line and that of his wife. On 3rd December 2007, the Appellant lodged a complaint at the Respondent's Regional Office at Enugu. The Appellant claimed that the Respondent's conduct had caused him to lose all his contacts and had to purchase a new telephone line. The Respondent replied to the Appellant's letter by explaining that any inactive line for a continuous period of 90 (ninety) days is recovered by the Respondent and that this policy or regulation was not communicated to the Appellant when he contracted with the Respondent and up to the disconnection moment. The issues that came for determination was: Whether the Appellant was aware of the terms and conditions in the sealed starter pack? Before resolving the issue, the court spelt out the rules regarding notice in such circumstances, viz:

1. If the person receiving the document did not know that there was writing or printing on it, he is not bound.
2. If he knew that the writing or printing contained or referred to conditions, he is bound.
3. If the party tendering the document did what was reasonably sufficient to give the other party notice of the conditions, then such conditions will be binding and enforceable between the parties.

After analysis, the court held that even though the Appellant did not read the terms, the terms were binding. The instruction on the SIM Pack directing the purchaser to see the Terms and Conditions of Purchase contained therein suffices as notice of the terms and conditions of the service agreement regarding the use of the SIM card by the Appellant under the Respondent's services. The Appellant's failure to read the terms & conditions of purchase is a matter of personal choice but he is bound those terms and conditions. The court held *"I am unable to see any reason for disturbing the lower Court's finding that the appellant was given reasonably sufficient notice of the terms and conditions of purchase of his SIM card in the Service Guide"*.

It is submitted with due respect that the reasoning of the court cannot be accepted within the provision of the law, as the process for obtaining such service prove detrimental to the interest of the consumers. Process for subscribing to these services begins with prospective subscriber obtaining a service provider's *Subscriber Identification Module (SIM)* pack alone, in the case of

[34] (2017) LPELR-43947(CA)

mobile phone, and Internet modem and a *SIM* pack in the case of computer-based mobile Internet services or a manual antenna in case of a visual transmission service provider. This is a step of obtaining service in Nigeria whether visual or *SIM* cards users, but for cursory look, we will consider *SIM* cards process, which is also in pari-material with visual subscriber. Next, the subscriber registers the *SIM* which presently cannot be used until it is registered, to register the line, the subscriber does not necessarily have to open the *SIM* pack which usually comes sealed, so long as he or she has information as to the Personal Idennfication Number (PIN) of the line which may be contained in the receipt issued to him or her on purchase and sometimes on the cover of the pack. It is only after the line has been registered that the consumer can use the *SIM* card to access the particular subscriber's network for telephone or Internet service. Most consumers do not bother to unseal the SIM pack until this time. Generally, the *SIM pack* contains the *SIM* card and a leaflet. The subscriber's PIN which is the phone number and Personal Unlocking Key (PUK) are usually printed on the *SIM* card carrier. A perusal of the leaflets accompanying the SIM pack of all the service providers currently in the country reveals that they contain mainly instructions on how to activate the line and access services available on the particular network. There is little or no description in the leaflets of the services provided. In fact, they are more like advertising materials than description of the services offered. The consumer is then referred to the website of the service provider for the "*terms and conditions*" or simply "*for more information*" and in some cases asked to regularly visit the website for updates on the terms and conditions.

In this manner the service provider's effectively shifts the obligation to the consumer to chase after the necessary information which by right ought to have been made available freely to him or her. It is submitted that the court should review such judgement, in other to avoid muzzling consumer's rights, but however the court revisited such law and give a sagacious conclusion to it. In **PATRICK CHUKWUMA v PEACE MASS TRANSIT**[35] **t**ransport company *Peace Mass Transit* has lost its legal battle in a matter bordering on refund of money to passengers for trips not undertaken. The incident that led to the suit occurred on the 10th of February, 2021, when the Plaintiff, Patrick C. Chukwuma purchased a ticket from the Obollor-Afor branch of Peace Mass Transit Limited to convey him to Enugu. Following a two hours delay occasioned by the absence of passengers, the Plaintiff returned to the ticketing office and asked for a refund of the ₦500 he paid as the transportation fare. However, staff of the Defendant refused to refund the money, insisting that their company policy was that money paid for transport fare cannot be returned to the passenger and citing the statement written on their ticket to that effect as conclusive proof of their position.

[35] Suit No: E/514/2021 (unreported)

When the Plaintiff tried to explain to them that their policy was unlawful as the law mandates them to refund fares for services that have not been provided, they retorted in a rude manner, prompting the learned counsel to leave their park and seek alternative means of traveling back to Enugu. A letter written by the lawyer to the Peace Mass Group of companies demanding an apology and refund was neglected, prompting the lawyers law firm to institute the action.

Delivering its judgement, the Court through Hon. Justice C.O. Ajah declared the no refund policy as illegal, null and void in light of the provisions of *Sections 120, 104, 129 (1) (a) and (b) (iii) of the Federal Competition and Consumer Protection Act, 2018.* The court further ordered the Defendant to pay the sum of ₦500,000 as damages to the Plaintiff. Justice ***C. O. Ajah*** in interpreting the provision of the *FCCPA* held, that the policy of no refund of money after payment and the policy of unfair contract terms and conditions by any manufacturers, producers is illegal and void.

Therefore the network users of telecommunication industry in Nigeria has the right to reject any services offered by a service operators after or before entering into contract with such service operators, whether on the ground of unfair contract terms and conditions or the policy of no refund of money after payment, in promoting and sustaining competition in telecommunication industry. Thus what is tenable within the provision of the code is that, it is only when network users or potential network users has the relevant information about Licensee product or services at their disposal and then willing whether to make a choice to subscribe to or not that the interest and rights of the consumer within that provision will be given effect to. The problem facing Nigeria telecommunication industry is not poor legislation, but poor enforcement of these provisions coupled with lack of consumer awareness to these regulations. Thus under paragraph 6(2) of the Consumer Code of Practice Regulation it states that ***"All services provided by a particular licensee shall be provided free of charge in print or electronic format (including on each licensee website)."*** What the service providers do in practice, which is a total contravention of this provision is withholding some important/palatable offers from the *USSD* code putting them on their Apps, leaving the network users with no option rather than going into the service provider app to locate the most suitable offer, which cannot be opened without a charge of data or other charges contrary to the provision of paragraph *6(2)* of the Consumer Code of Practice Regulation which suppose to be shown free of charge, also the collection of charges from each banking services operated through *USSD* code in Nigeria, is one of the grave abusive practice perpetuated on network users in Nigeria. The right afforded to consumers under this provision, is that the services of accessing thus offers should be free from any charge whatsoever. It is hardly in Nigeria telecommunications industry to see where the offer showcase in *USSD* code, is more palatable than the one shown on mobile App due to charges of data accompanying the services under the App. It is submitted that this shows the height of incompetency in the Nigeria telecommunication industry, because once there is healthy competition in the industry, the consumers will not hold back but to savage the service providers in place of those that provide them with palatable offers on *USSD* code service and mobile App. One can ask, which service providers in Nigeria do not charge for *USSD* code for banking services or which service providers in Nigeria has better offer in their *USSD* Code to compare their offers in mobile App?

However the rights of network users in Nigeria, has subjected itself to abuse and muzzling of these rights guaranteed to networks users. Under paragraph 21 of the Consumer Code of Practice Regulation 2007; it mandates any service provider to send End of Operation Notification **(EON)** to prepaid consumers to show how much they have been charged for every operation in order to enable consumers ascertain how much they have been charged for each call or text including data or any electromagnetic transmission subscription. There is no network users of DSTV, GO-TV, SIM cards service providers[36] or any other visual transmission in Nigeria that stick to this provision of sending their *End Of Operation Notification* to their users immediately after each viewing session for the user to ascertain what is remaining in the prepaid subscription. Therefore the practice of monthly, weekly, daily, or yearly subscription by networks users without their service providers showing the remaining balance at each end of viewing session of such prepaid subscription is against the law guiding telecommunications industry in Nigeria. What the law recognizes is that the service providers are mandated under the law to provide the networks users at any end of each viewing or data session the remaining unit of the prepaid subscription.[37] This is a practice that is detrimental to the rights of the network users, thereby subjecting the network users to be at the disposal of the service providers by whom due to information imbalance between them and the network user knows the greediness behind not showing the network users the *EON* after each usage at their own interest and benefit. It is humbly submitted that any Telecommunication service in Nigeria that does not provide the networks users with the necessary *EON* after each usage or shows the prepaid unit but do not send each *EON*, violates the provision of this regulation and infringes on such network users rights.

On the issue of faulty repair, service interruption and any compensation, refund, for such interruption, the service providers are enjoin to provide the network users with information regarding any compensation, refund or other arrangement, which may apply if contracted quality

[36] With exception of airtime EON which most service providers do comply with; (they hardly comply to data usage EON except on direct "*airtime-2-data*" usage in some cases).

[37] End of each viewing session can be from one channel to another, and in case of mobile data, any end of the data usage at the instance turning the data off.

service level are not meet, along with the procedure and method for resolving dispute in respect of the service contract, and a provision for consumer to report fault for 24 hours a day as provided under *paragraph 9-14* of the Consumer Code of Practice Regulation 2007. That is to say, the issue of total disruption of service by service providers thereby leaving the consumer *incommunicadium* with the *Customer Care or Call centre* of any service operator facilities is against the law guiding consumers, what the law tends to balance is an ad-hoc communication between the consumer and customer care that in due time, that the consumer service will be restored immediately, and not total disruption of the service. Thus the total disruption of network by service providers in Nigeria, leaving the networks users with no option to call the service centre, is a breach of *section 13* of the *CCPR.*[38] However the practice of not refunding the network users about non-use services due to interruption of service is also a beach of this provision. Take for instance, in case of *SIM* cards users that subscribe to night browsing, but due to network upgrade or network issue the network users may not be able to use such service because by the time network will be restored the subscription has expired, thus enriching themselves at the expense of the network users who will be eager to subscribe again notwithstanding that the other subscription was totally disrupted due to bad network or other reasons, and also these applies to visual service provider who also enrich at the expenses of network users by not providing compensation to the network user whom due to bad network, raining season, and harmattan season their service was disrupted but were not provided with any compensation to cushion such effect, one must commend some network providers who do provide their consumers with rollover of service due to bad network. This support the view that the law guiding telecommunications Industry in Nigeria flown at daily, monthly, weekly and yearly subscription without roll over service. As the roll over is a subscription unit that was not used up which will be incurred into the latter subscription to be purchased subsequently.

The right of networks users in telecommunication industry in Nigeria is not, a jealous right but an abusive rights and a mockery rights, devoid of enforcing and stricto senso to the letters of any telecommunication legislation. Part IV of the *Consumer Code Of Practice Regulation 2007* makes enormous provision on the protection of individual privacy, and their confidentiality against a third party, except under a permissible limitation by law i.e. any licensee that collects information on individual consumers shall adopt and implement a policy regarding the proper collection, uses and protection of that information. These provision places too much burden on the service providers, because a relative or any other person who has a subscriber number can send a scam message to the subscriber thereby intruding on the right to privacy of the subscriber.

---

[38] *the Consumer Code of Practice Regulation 2007*

Can a service provider be held responsible on this ground? In **GODFREY NYA ENEYE v MTN NIGERIA COMMUNICATION LTD**[39] delivered on 2 November 2016 by the Hon. Justice Jude Okeke, High Court of the Federal Capital Territory, Abuja, Mr Eneye, a lawyer, alleged that without his consent, MTN disclosed his mobile phone number to unknown third parties who sent unsolicited text messages to him. This action, he alleged, violated his fundamental right to privacy guaranteed under **section 37** of the Nigerian Constitution. He also claimed, on the same facts, that his right of freedom of association under **section 40** and right to liberty under **section 35** of same Constitution were violated, and asked for an injunction compelling MTN to cease further unauthorised access of his private mobile phone to unknown third parties as well as the resultant unsolicited text messages. He also demanded various damages for the violations of his rights. **Justice Emmanuel Agim**, who prepared the lead judgment of the Court of Appeal, held that innumerable text messages sent without the consent of the subscriber was a violation of the subscriber's fundamental right to privacy of his telephone conversations, correspondence, his person, telephone line and telephone message inbox. Justice Agim held, "*By giving those unknown persons and organisations access to the respondent's MTN GSM phone number, to send text messages into it, the appellant violated the respondent's fundamental right to privacy guaranteed by section 37 of the Constitution which includes the right to the privacy of a person's telephone line. The said section 37 of the 1999 Constitution provides that, 'The privacy of citizens, their homes, correspondence, telephone conversations and telegraphic conversations is hereby guaranteed and protected. The innumerable text messages without his consent at all times is a violation of his fundamental right to the privacy of his telephone conversations, correspondence and his person and telephone line and telephone message inbox."*

The court appreciated the reasoning above, that the service provider shall be held liable for any solicited or unsolicited message sent to a networks user by a third party or not a third party without his consent, but with due respect that is not the position of the law. Deducing from the court judgement, does it mean that other calls, text messages or any message on visual transmission sent to or received by a network user has his consent? That is not so because, it is a trite experience that one can receive calls or message without a notice by the service providers for the assent of the subscriber, before such call or text will be received by the network users. A humble submission, is that not all text messages or calls from a third party will make a service provider liable, there are some unsolicited messages that is sent by a service provider which is not within the auspice of the privacy that is subjected to the service provider on the purchase of the service from them such as **50017**, texting a network user for **a chance to win a bet**, or a gamble on condition of texting

[39] Unreported) Suit No FCT/HC/CV/545/2015

something to them, also **3532** another service provider number sending a text message saying ***"you are Hot to chase, will I date you, send number to us."*** These are unsolicited messages which are violations of right to privacy on the ground that such privacy is not within the permissible submission of privacy submitted upon purchase of such services, and not within the permissible exception by law.

However in a similar case the court also make the same error but show a little departure. In **EZUGWU EMMANUEL ANENE v AIRTEL NIGERIA LTD**, a lawyer, Mr Ezugwu Emmanuel Anene sued Airtel, his service provider, at the FCT High Court in 2015, alleging that countless unsolicited calls and text messages by Airtel and third parties access to his number breached his constitutional right to privacy, among other claims. The trial court awarded the sum of Five Million Naira (₦5,000,000.00) damages to him for violation of his privacy right. The case of **MTN Nig. Ltd v. Anene**[40] is also relevant on this point because MTN subjected Anene to illegal and unholy deductions from his airtime, for caller tunes services which he never subscribed to. MTN also resumed deducting his airtime for caller tunes services when he did not subscribe to it, and notwithstanding the earlier assertion that it had de-activated same. The court was therefore correct in awarding 5 Million Naira in favour of the Plaintiff.

The court understands the above submission but, still make an error by insisting, on the ground of access granted by Airtel to all third parties is a violation of plaintiff right to privacy, thereby not balancing the right of networks users and the right to privacy not submitted on purchase of the service at the peril of the service providers. It is recommended that court in future time should reconsider this provision in other to curb unnecessary burden place on the shoulder of service providers which is bound to be abuse by a recidivist network users. Also on the rights of network users relating to their directory of privacy not to be disclosed to any same service subscriber is covered under *paragraph 14(1}(2) of The Consumer Code of Practice 2007*[41], except where the service provider has opt to remove or suppressed his directory information from the directory list of the service provider. The question is, how many service providers has compile list of directory Information on a geographical area containing the list of all the same network user in that same area sent to their customer?

---

[40] (2018) LPELR-44447(CA)

[41] 14.—(1) The Licensee shall ensure that any Consumer can access:
(a) operator assistance services; and
(b) a directory enquiry facility containing directory information on all subscribers in Nigeria, except for those subscribers who have exercised their right to have their directory information suppressed or removed.
(2) Where the Licensee assigns telephone numbers to subscribers, it shall ensure that each of those subscribers is, on request, supplied free of charge, with a directory containing directory information on all subscribers who have been assigned telephone numbers in the subscriber's local area.

Notwithstanding the rights for quality of service afforded to network users under *Regulation 3 of Quality of Service Regulations*, the end of it in practice is against the network user's rights as contrary to the *Regulation 3 of the Quality of Service Regulation*. This is a far reaching provision that should be a guidepost in measuring how the consumer interest under the influence of a licensee has been protected, safeguard and achieved, but in any case the reverse is the case. Experience has shown that no viewing communication service communication service in Nigeria serves for 24 hours uninterrupted service during raining season or winter season, but there is a regulation that obliges the service providers not to do so. *Part Vii of the NCA {sections 104 to 106)* provides for consumer protection and quality of services. *NCC* has made and published the *Quality of Services Regulations 2013 (QSR)* to ensure the protection and promotion of the interests of consumers against unfair practices including matters relating to tariffs and charges, the availability and quality of communications services, equipment and facilities; improve and maintain high level service quality, and provide services that will help customers make an informed choice of services and service provider. All service providers are required to meet such minimum standards of quality of service as the Commission may from time to time specify and publish. The *QSR* stipulates the minimum quality standards for different telecommunications services and the associated measurements, reporting and record keeping tasks of service providers; it is also empowered to direct service providers to compensate subscribers for poor quality of service and to impose fines on offending service providers. Regrettably, notwithstanding the *QSR*, poor quality telecommunications services has persisted in the country. Common examples of the poor quality of telecommunications services in the country include sudden loss of audio in the middle of a call, unsuccessful and high rates of call attempts, long delay and non delivery of text messages, difficulties or inability to get assistance from Operator's customer care or support line, among others. The practice often adopted by the Commission is to impose fines on the operators under the *QSR*. It is commendable that over the year's courts have been playing tremendous roles in protecting the interest of consumers.

In the case of **MTN NIG. LTD v AMADI**[42] and **MTN NIG. LTD v CHINEDU**[43]**;** Amadi, a legal practitioner, loaded his phone line with ₦1, 500.00 (One Thousand, Five Hundred Naira) only. MTN unilaterally blocked his phone line from 14th – 18th October, 2005 in breach of her terms and conditions for use of Starter Pack. The implication is that Amadi was arbitrarily deprived from; calling or receiving calls from his family, clients and forced to pay extra money to public phone vendors and discussed clients private matters in the open. The use of ₦1, 500.00 (One Thousand,

[42] (2012) LPELR-21276(CA)
[43] (2018) LPELR-44621(CA)

five Hundred Naira) only, card recharged on his phone was reason of the blockage of his phone. He filed an action against MTN and the Court awarded ₦1 Million in his favour. Also, in **MTN NIG LTD v CHINEDU**[44] the court held; it is an establishment which is expected to be on its toes at all times to render its services to the public based on trust and good services. Failure to fulfil this duty would attract disastrous consequences to its customers, as it did to the Respondent. *"In these days of use of mobile phones as prime means of communication, disruption of lines and/or lack of use of them due to the negligence of another can cause untold hardship, and loss of trade and customers."*

Recommendation:

Despite the *NCC* commission having the authority to resolve dispute under *section 76 of the NCA, 2003* there should also be other mechanism in place to help the networks users fight to their rights, because a justice delayed is a justice denied and it will be difficult for a network user to meet the commission whom does not have offices across the State, even if it do, is it at the disposal of all service subscribers in that State? To this end the Commission has made and published the ***Dispute Resolution Guidelines (DRG) 2004***. The *DRG 2004* is principally intended for small claims involving amounts not exceeding One Million Naira. The procedure is designed to provide a forum for inexpensive, fair, impartial and effective arbitration as a means of resolving consumer related disputes in the telecommunications sector. By applying for arbitration the parties agree to the nondisclosure of the proceedings, award and reasons for the award to any stranger to the proceedings unless it is necessary to do so in order to enforce the award. The procedure is not designed to deal with complicated disputes, which should be dealt with by more formal oral hearing and evidence to ensure their proper resolution. A decision on the applicability of this procedure shall not be at the discretion of the Commission. The Commission appoints the arbitrator, and the decision of the arbitrator shall be final and binding on the parties. Complaints handling, shall be mandatory for licensees to provide, and from time to time review and update, their consumer complaints handling procedures, easily understood information about their complaints processes in various media and formats should be made available to consumers, including as may from time to time be specifically directed by the Commission. These are to ensure that consumers can easily identify how a complaint may be lodged, either at a licensee's premises or using identified forms of telecommunications. The Code also provides for consumer complaints handling. It is also recommend, that there is need to enlighten the network users about their rights and obligation having a consumerism movement across the country geared towards educating and

[44] Supra

sensitizing the networks users about their right. It is also recommended that *DRG* Claim should be review in other to hear claims exceeding One Million Naira.

Conclusion:

There is need, in Nigeria telecommunication industry to bring this legislation to the door step of network user by consumer lawyers, because one sleeping on his right is like there is no legislation guiding telecommunications industry in Nigeria, which is at the detriment of any type of network user in Nigeria.

REFERENCES

CASE LAW

(2012) LPELR-21276(CA)

(2018) LPELR-44621(CA)

(2018) LPELR-44447(CA)

Unreported Suit No FCT/HC/CV/545/2015 (High Court of the Federal Capital Territory)

LEGISLATION / REGULATIONS

Nigerian Communications Act 2003, s 157.

Nigerian Communications Commission (Consumer Code of Practice) Regulations 2007, reg 14(1)–(2).

OTHER AUTHORITATIVE / EXPLANATORY TEXT (DESCRIPTIVE SOURCES)

Statement on telecom usage compliance (airtime and data usage practices by service providers) (no formal legal source provided).

Statement on end-of-viewing sessions and data usage termination (contextual/illustrative explanation; no formal legal authority cited).