

IN THE HIGH COURT OF SINDH, KARACHI

C. P. No. D-257 of 2017

(M/s QSF International (Pvt) Ltd. & Others Vs. The Government of Pakistan & Others)

Date	Order with signature of Judge
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Present:
Mr. Justice Adnan Iqbal Chaudhry
Mr. Justice Muhammad Jaffer Raza

Petitioners	:	M/s QSF International (Pvt) Ltd, Through Mr. M. Saleem Thepdawala, Advocate.
Respondent No. 1	:	The Government of Pakistan, Through Ms. Mehreen Ibrahim, Deputy Attorney General.
Respondent No. 4	:	M/s. Oil & Gas Regulatory Authority, Through Mr. Farmanullah Khan, Advocate.
Respondent No. 5	:	Sui Southern Gas Company Ltd. (SSGC), Through Mr. Kashif Hanif, Advocate.
Respondent No. 6	:	The Total Parco Marketing Ltd., Through Ms. Samia Faiz Durrani, Advocate.

Date of hearing: 14.10.2025.
Date of Judgment: 01.12.2025.

J U D G M E N T

Muhammad Jaffer Raza, J: The Petitioners, through the instant
Petition have sought a declaration that demand of Respondent No. 4 to
produce renewal of lease on the subject plot and undertaking are contrary to
the requirements of renewal under relevant legislation. The Petitioners have
further sought directions against the Respondents to renew the Explosive
License of the Petitioners.

2. Brief facts pertaining to the instant Petition are that the Petitioners
No.1 and 2 are operating a CNG and Petrol Pump respectively on the subject

plot, details of which have been described in paragraph No. 5 of the memo of petition. The learned counsel for the Petitioners, whilst taking us through the record has invited our attention to the lease deed of the subject plot and the subsequent rental agreements thereto. Further, learned counsel has assisted us by taking us through the record pertaining to explosive and other necessary licenses granted to the Petitioners from time to time by the Respondents. In this regard, he has contended that the refusal to renew the license on the basis that the lease of the subject plot has not been renewed is unwarranted. He has further averred the Petitioners have been in possession of the subject plot for many years and are therefore entitled to the prayers sought in the instant petition.

3. Learned counsel appearing for Respondent No. 6, concurring with the contention advanced by the Petitioners, has stated that the noted Respondent is an oil marketing company of which the Petitioners are dealers. Adopting the arguments advanced by the learned counsel for the Petitioners, the counsel for Respondent No. 6 averred that the petition ought to be allowed as prayed and the remaining Respondents cannot inquire into the dispute pertaining to the ownership of the subject plot on which the respective CNG and petrol pumps are functional.

4. Contrary to the averments of both the Petitioners and Respondent No.6, learned Counsel appearing for Respondent No. 4 has invited our attention to the dispute pertaining to the Subject plot¹ between the contesting parties (who are not parties in the instant petition). He has taken us through the record to exhibit that several proceedings pertaining to the ownership of the subject plot and the tenancy thereon are pending before the courts of competent jurisdiction. In this regard, he has stated that due to pendency of the noted disputes, the Respondent No. 4 is unable to renew the License of

¹ Details of the pending suits has been elaborated in paragraph number 13 of the memo of petition.

the Petitioners. He has averred that the Petitioners are only dealers of Respondent No.6 and the renewal cannot be granted in such circumstances.

5. In addition to the arguments noted above the learned counsel has further contented that the Petitioners have an alternate remedy available to them under Rule 7² of the The Compressed Natural Gas (CNG) (Production and Marketing) Rules, 1992 (“**Rules**”). He has lastly contended that the Petitioners are not entitled to the relief sought for the reason that the said Petitioners have filed Civil Suit No. 971/2016 seeking similar relief.

6. Learned DAG has adopted the arguments advanced by the counsel for Respondent No.4 and prayed for the dismissal of the instant petition.

7. We have heard all the learned Counsels and perused the record with their assistance. We shall confine the present adjudication as to whether the Explosive License issued to the Petitioners could be renewed / extended by Respondent No. 4 and whether the ground taken for refusal of the renewal is premised on law.

8. It is apparent on perusal of the record that earlier license was granted to Petitioner No. 1 and not the Oil Marketing Company i.e. Respondent No. 6. The noted license was granted by Respondent No. 4 (after necessary approval from Respondent No.2) and thereafter, it is apparent that the dispute regarding the ownership of the property of the subject plot surfaced. We have specifically withheld any deliberation pertaining to the ownership of the subject plot and the tenancy dispute which arose from the same, for the

² **7. Period of Licence-** (1) A licence granted under these Rules shall be initially valid for a period of up to two years during which period the licensee shall execute the works in pursuance of rule 10. On completion of works, satisfactory to the Authority, the period of licence shall be extended up to a maximum period of fifteen years.

(2) On the expiry of the licence granted under these rules, a licence, unless earlier revoked under rule 8, may be renewed from time to time for a period of 5 years each time on payment of a fee of twenty five thousand rupees.

(3) Every licensee desiring to have his licence renewed shall make an application in that behalf to the Authority not less than three months before the expiry of the period for which the licence is valid.

(4) No application for a renewal of a licence shall be refused unless the licensee has been given an opportunity of being heard.

(5) In case of refusal to renew a licence an appeal shall lie from the decision of the Authority to the Federal Government.

reason that the said matters are pending before the courts of competent jurisdiction, and no final adjudication in this regard has taken place.

9. During perusal of the record, we have also examined the orders passed by this Court in C. P. No. D-960 of 2007, which was preferred by Petitioner No.1, seeking similar relief. The same was disposed of by order dated 18.05.2011 with the consent of all the parties. The relevant part of the noted order is reproduced below:-

“After hearing learned counsel for the parties at length by consent it is ordered that the respondents will renew license under the Explosive Act of the petitioner for storage and selling of the petroleum products at its petrol pump for a period of five years and that no sooner the petrol pump is vacated or ejection order is passed by the Rent Controller against the petitioners for vacating the petrol pump site such license will automatically come to an end.

Consequently, Const. Petition No. D-2763/2009, Const. Petition No.D-134/2010 and Const. Petition No.D-960/2007, in the above terms stand disposed of along with matters pending therein.”

10. It is apparent from the perusal of the noted order that the Petition was preferred by Petitioner No. 1 and the Respondents were directed to renew the license of the Petitioner in the noted petition for a period of five (5) years. Further, it is apparent from perusal of the above-noted order that the same was subject to the proceedings pending before the Rent Controller against the Petitioners.

11. It is evident that the circumstances from 18.05.2011 till now remain unchanged, as no final adjudication pertaining to the subject plot has culminated. In this regard, we see no reason to differ from the order which was passed earlier in the above noted Petition, as the need for filing the instant petition only arose due to the expiry of the 5 year period stipulated in the earlier petition.

12. In regards to the contention of the learned counsel for the Respondent No.4 pertaining to the remedy of appeal available to the Petitioners, suffice it to say that Rule 7(5) envisages an appeal only in cases of where a decision has

been rendered by OGRA refusing to renew a license. Admittedly, no such refusal is on record.

13. Further, the contention of the learned counsel for Respondent No.4 pertaining to the pending Civil Suit bearing number 971/2016 is misplaced. Vide order dated 03.09.2025 the Petitioner was directed to place on record a copy of the noted suit. In compliance of the same, the learned counsel placed a copy before us. Perusal of the memo of plaint reveals that the subject matter of the noted suit pertains to another outlet of Petitioner No.1 and therefore the same has no nexus with the present petition.

14. Consequently, we dispose of the instant Petition with the directions to the Respondents to renew the license of the Petitioners in accordance with the rules, subject to any decision passed by the courts of competent jurisdiction pertaining to the ownership of the subject plot.

15. Petition is disposed of in the above terms.

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