

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI
C.P No. D-5425 of 2019

DATE: ORDER WITH SIGNATURE(S) OF JUDGE(S).

Priority.

1. For hearing of Misc. No.23879/2019
2. For hearing of main case.

Present

Mr. Justice Muhammad Ali Mazhar.
Mr. Justice Yousuf Ali Sayeed.

Pi Pakistan (Private) LimitedPetitioner

Versus

Federation of Pakistan and othersRespondents

28.02.2020

Mr. Hassan Arif, advocate for the petitioner.
Mr. Muddasir Iqbal, advocate for the respondent No.3
Mr. Kafeel Ahmed Abbasi, D.A.G.
None present for the respondent No.4.

MUHAMMAD ALI MAZHAR, J. The petitioner is a private limited company engaged in the business of video streaming platform. The petitioner has challenged the letter dated 22.05.2019 issued by Director Sports & DTA, Pakistan Television Corporation Limited in which it is stated that PTVC authorizes Cricingif /DMCC(CIG) exclusive right to monetize PTV Sports Digital Stream for a period of 5 years started from ICC World Cup 2019 till 2024 by way of direct or onward distribution in the licensed territory. According to the petitioner this letter was issued without inviting tender which is sheer violation of PPRA Rules. Learned counsel for the PTV has filed counter-Affidavit. The relevant paragraph of the counter-Affidavit is reproduced as under:-

“6. That the contents of Para No.4 are denied and the petitioner put to strict proof, however is severely misconstrued and contestable. The petitioner respectfully submitted that the respondent No.4’s app “CricinGif” weren’t given exclusive rights to monetize PTV Sports Digital rights for a period of 05 years starting from the ICC World Cup 2019 until 2024. PTVC never sublicensed the rights to any third party since according to the parent agreement with the parent broadcaster [Star India] PTVC could only run streams on their own web portal / website and indigenously developed mobile applications. PTVC according to the contract with the parent broadcaster could only monetize the content on their own web portal/website and also through getting the dirty feed to the telecom companies. PTVC’s ICC Rights ended with the conclusion of the ICC World Cup 2019, therefore sublicensing rights until 2024 is superfluous as PTVC is still to bid to acquire the PCB Rights 2019-2024 and the ICC Rights 2019-2023. Respondent No.4 (CricinGif) were incorporated as service providers since PTVC didn’t have the capacity or HR to monetize the content on their web-portal”.

2. We asked learned counsel for the PTV as to whether any contract was signed in writing, but he has shown his ignorance and sought some time to address this court which request is also reflected in the order dated 15.01.2020. Today, learned counsel for the PTV has submitted a letter dated February 17, 2020 signed by Dr. Nauman Niaz, same Director Sports and Syndication, PTVC in which it is clearly mentioned that to maximize the revenue for PTVC and encashing the ICC World Cup 2019 digital rights services of Cricingif were hired to host web streaming on PTVC’s indigenously made mobile application and its website. The learned counsel for the PTV reiterates that rights in question were only granted and confined for ICC World Cup 2019 and not beyond any such event. The question raised by this court to learned counsel as to why PPRA Rules were not followed and without signing any agreement the rights were given? The learned counsel submits that no rights in future will be allowed to any party without inviting tenders and without following PPRA Rules. His statement is taken on record. Since the rights in this petition were confined to ICC World Cup 2019 which are over therefore this petition is disposed with the directions that in future PTVC will ensure that in future all such

contracts shall be awarded after inviting tender in accordance with PPRA Rules. The pending application is also disposed of.

Copy of this order be transmitted to the Managing Director and Chairman of PTV.

JUDGE

JUDGE

TariqAli/PA