

**IN THE HIGH COURT OF SINDH,  
AT KARACHI**

**C. P. No. D-2067 of 2022**

**Present:**

Ahmed Ali M. Shaikh, CJ  
and Yousuf Ali Sayeed, J

Petitioners : Mehfooz Akhtar & others  
through M/s. G. N. Qureshi,  
Ahsan Hassan Joya and  
Samiullah, Advocates.

Respondents No.1 to 4 : Oil & Gas Regulatory Authority  
& others through M/s. Ghazi  
Khan Khalil, Abdul Hakeem  
Junejo and Abdul Razzak,  
Advocates, and Khaleeque  
Ahmed, DAG.

Date of hearing : 01.06.2023.

**ORDER**

**YOUSUF ALI SAYEED, J.** - The Petitioners are persons who had apparently been rendering their services as contractors to the Sui Southern Gas Company Limited (“SSGC”) over a protracted period in providing new gas connections to its consumers, until an amendment was brought about in SSGC’s Customer Service Manual (“CSM”) in the year 2019, dispensing with the need for the services. Being aggrieved, they have invoked the jurisdiction of this Court under Article 199 of the Constitution, seeking the renewal/extension of their contracts and the implementation of an Order dated 17.08.2021, made by the Oil and Gas Regulatory Authority (“OGRA”) in Complaint No.2819/2021.

2. Per learned counsel for the Petitioners, they had been engaged by SSGC on contract for the aforementioned purpose for a period of one year at a time, with their contracts having been renewed from time to time over a period spanning decades. For instance, our attention was drawn to the contract of the Petitioner No.1, which had been entered into in the year 1990 and been renewed annually until the year 2019. It was submitted that suddenly, without any notice or other intimation, SSGC discontinued the renewals and barred their entry to its premises. It was argued that in rendering their services, the Petitioners had facilitated consumers who would otherwise have had difficulty in obtaining gas connections, thus had served a function in the public interest, yet such services had been discontinued by SSGC, with the action being termed a contravention of the Petitioner's fundamental rights and the principles of natural justice.

3. It was pointed out that persons similarly placed to the Petitioners had earlier approached this Court challenging the modification of the CSM and discontinuation of their services through Constitutional Petition No. D-6131 of 2020, which was disposed of by a learned Division Bench while observing *inter alia* that:

“10. Even otherwise, the controversy whether the license or contract awarded to the petitioners allowing them to receive application for gas connection and deposit the same in the Sui Southern Gas Company Office was rightly cancelled or not, this particular aspect cannot be decided in writ jurisdiction but require factual inquiry and in case of any violation of OGRA Laws, the proper forum for redress has already been provided which the petitioner fail to avail.

11. In view of above, the instant Constitution Petition is dismissed along with the listed application(s). However, the petitioner(s) may file a complaint to OGRA for redressal of their grievances. In case, any complaint is filed, the OGRA shall decide the same within a period of 30 days.”

4. Learned counsel further submitted that those petitioners had then approached OGRA accordingly, and invited attention to its Order dated 17.08.2021, the relevant excerpts from which read as follows:

DECISION

Subject: **COMPLAINT AGAINST SSGC, IN LIGHT OF JUDGMENT DATED 19/04/2021 PASSED BY LEARNED DIVISION BENCH OF THE HONOURABLE SINDH HIGH COURT IN C.P NO.6131/2020 IN RESPECT OF THE POLICY APPROVED BY OGRA WITH REGARD OF “CONSUMER SERVICE MANUAL” VIDE LETTER DATED 05/10/2011. (Complaint No.2819/2021).**

Mr. Mohsin Ali Khan resident of Federal B. Area Karachi (the Complainant) in line with Judgment passed by the Sindh High Court in C.P No.6131/2020 filed a complaint in Oil and Gas Regulatory Authority (OGRA), received in office of D.O (Designated Officer) on June 01, 2021, under OGRA’s Complaint Resolution Procedure Regulations, 2003, against SSGCL (the respondent) regarding its impugned circular dated March 02, 2020 whereby Respondent’s registered contractors were advised to discontinue submission of pay orders/RT-1 form. The Complainant challenged the said circular in the light of certain provisions of Consumer Service Manual (CSM) of Respondent, as approved by OGRA, and raised a legal question that whether respondent can unilaterally alter the procedure for provision of gas connection without any amendment in CSM or else. The-petitioner requested to set aside the said circular.

...

**6. DECISION**

6.1. In view of above-mentioned findings, written submissions of the parties and arguments presented during the hearing/meeting conducted on June 18, 2021, following is decided:

- a) The Respondent cannot alter/update/modify CSM without prior approval of the Authority.
- b) Validity and renewal of Registration of contractors may be dealt as per the terms and condition of relevant Registration and applicable laws.
- c) In order to address the grievances and concerns of consumers, Respondent is also directed to take appropriate action, as per terms of Registration, against such contractors who are involved in malpractices.

#### 7. **APPEAL TO THE AUTHORITY**

7.1. If any party is aggrieved by this decision, the same may file an appeal against this order before the Authority i.e. (Oil and Gas Regulatory Authority) within 30 days of receipt of this order under Section 12 of OGRA Ordinance, 2002.

- 5. It was pointed out that SSGC had not filed an appeal against the Order, hence had accepted OGRA's decision. He argued that SSGC was thus bound to implement the same and, as a corollary, restore the Petitioners' services. He prayed that the Petition be allowed accordingly.
- 6. On the other hand, learned counsel appearing for SSGC submitted that its relationship with the Petitioners had been governed by the respective License Agreements that had been executed between them inter se, and was a private contractual arrangement without any statutory cover. With reference to one such License Agreement filed with the memo of the Petition, he pointed out that it was envisaged as per Clause 4 that the registration of the Petitioners would be treated as cancelled if not renewed within the grace period as specified under the agreement. Furthermore, as per clause 55 of the aforesaid License Agreement the Company (i.e. SSGCL) had the right to cancel the registration of the Petitioners at any time

without assigning any reasons thereof and in such circumstances the Petitioners had the right to file an appeal in pursuance of Clause 56 of the License Agreement before the competent authority of SSGC, whose decision would be final and binding. He submitted that the License Agreements had been discontinued as per what was contemplated by the terms and conditions agreed by the parties and such discontinuation did not constitute a violation of any of the fundamental rights of the Petitioners under the Constitution, therefore the Petition was liable to be dismissed on that score alone.

7. On the subject of the amendments to the CSM, he invited attention to the previous and amended Section 2.1.1 thereof relating to new connections, which read thus:

EXISTING TEXT	REVISED TEXT
<p><b><u>APPLICATION FOR NEW DOMESTIC GAS CONNECTION</u></b></p> <p>2.1.1 Applications on prescribed form (RT-1) in pink colour for new domestic gas connection will be received at Sales Department through SSGC's registered Low Pressure Gas Piping Contractors alongwith the following documents:</p> <p>a) Copy of CNIC of applicant.</p> <p>b) Copy of gas bill of the nearest address/premises.</p> <p>c) Pay order for connection charges in favour of SSGC</p> <p>The receiving Officer will check the validity of pay order, name / address and the documents attached alongwith application form (RT-I) thoroughly to ensure that all columns are properly filled in and that the applicant's signature matches with signature on his Computerized National Identity Card. Application on plain paper shall not be accepted.</p>	<p><b><u>APPLICATION FOR NEW DOMESTIC GAS CONNECTION</u></b></p> <p>2.1.1 Application for new domestic gas connection on application form available on SSGC website, Customer Facilitation Centers (CFCs) and SSGC Mobile App will be submitted by prospective customer alongwith requisite documents as mentioned in the application form in nearest CFC (Sales Helpdesk).</p> <p>The Receiving officer will check form filled by customer thoroughly to ensure that all columns are properly filled in and the applicant's signature matches with signature on his Computerized National Identity Card.</p> <p>After checking the application form, application acknowledgment will be given to the applicant for future reference.</p>

8. He pointed out that subsequent to the Decision dated 17.08.2021, OGRA had approved the amendments vide its letter dated 21.10.2021, in the following terms:

“OGRA-9-(87)/LC.23/2006  
October 21, 2021

**Managing Director,**  
Sui Southern Gas Company Limited,  
SSGC House, Sir Shah Suleman Road,  
Gulshan-e-Iqbal,  
**Karachi.**

Subject: **AMENDMENTS IN CONSUMER SERVICE  
MANUAL.**

Dear Sir,

Please refer to your letter No.RA/275/COND. 23.1 dated 16.02.2021 on the subject matter.

2. It is apprised that the Authority has considered your request for amendments in Consumer Service Manual and approved the same with certain changes/corrections, as per Annexure-I, please.

(Misbah Yaqub)  
Senior Executive Director (Gas)  
For & on behalf of Authority”

9. Learned counsel argued that in the wake of OGRA’s approval, there had been no need for SSGC to appeal the Order dated 17.08.2021, which was even otherwise of no avail to the Petitioners as it did not bind SSGC to renew its License Agreement with any particular contractor(s). He submitted that the Petition was misconceived and prayed for its dismissal.
10. We have heard and considered the arguments advanced in light of the pleadings and material on record.

11. On examination of the matter, it is manifest that the relationship between the Petitioners and SSGC was purely contractual, driven apparently through the methodology devised by the latter for issuing new connections, as set out in the CSM, bereft of any statutory imperative for the License Agreements and their renewal from time to time. Indeed, the nature of the erstwhile relationship is not denied. In that backdrop, the Petitioners, as licensees, cannot claim the renewal as a matter of right so as to maintain a petition for issuance of a writ under Article 199. The decision made by OGRA in terms of the Order dated 17.08.2021 also does not serve to advance their cause, as such decision does not require SSGC to renew those License Agreements. The effect of that Order vis-à-vis the CSM is also rendered moot by the subsequent approval accorded to the amendments on 21.10.2021, and the prayer advanced in relation thereto also cannot be countenanced as this Court is even otherwise not the executing forum. If any authority is required in that regard, one need look no further than the judgment of the Supreme Court in the case reported as *Faraz Ahmed v. Federation of Pakistan through Secretary, Ministry of Communication, Government of Pakistan, Islamabad and others* 2022 PLC 198, where it was observed that:

“It is quite astounding that the petitioner had filed petition for implementation of the Judgment of the Labour Court in the High Court when no such provision is available under Article 199 of the Constitution of 1973 whereby the execution or implementation of Judgment passed by the subordinate Courts may be implemented by the High Court. It was not the case within the premise or confines of Sub-Article (2) of Article 187 of the Constitution in which any decision, order or decree passed by the Supreme Court may be executed by a High Court as if it had been issued by the High Court.”

12. In the same vein, it had earlier been observed by a learned Division Bench of this Court in the case reported as Umer Gul vs. Government of Sindh 2007 YLR 3191 that:

“Even otherwise, from the perusal of the prayer clause, it transpires that the petitioner has approached this court for implementation/execution of the order of the Chairman Provincial Transport Authority Sindh and the Ombudsman. This Court does not act as an executing Court of any authority/Court or Tribunal except the Supreme Court in view of the provisions of Article 187 of the Constitution of the Islamic Republic of Pakistan.”

13. In view of the foregoing, the Petition is found to be devoid of force and stands dismissed accordingly.

JUDGE

CHIEF JUSTICE