

IN THE HIGH COURT OF SINDH, CIRCUIT COURT LARKANA

Civil Appeal No.S-04 of 2023

*Managing Director, SSGCL and Eight (8) Others*

v.

*The learned Presiding Officer, Consumer Protection Court Kashmore  
at Kandhkot and Another*

- Appellant No.1 : Managing Director, Suit Southern Gas  
Company Limited (“SSGCL”)
- Appellant No.2 : Regional Manager, SSGCL, Larkana
- Appellant No.3 : Zonal Manager, SSGCL, Quetta Road  
Kandhkot
- Appellant No.4 : Aijaz Ahmed, Incharge, SSGCL,  
Kandhkot
- Appellant No.5 : Badruddin Soomro, Survey Officer,  
Taluka Kandhkot
- Appellant No.6 : Nazakat Ali Khoso, Meter Fitter,  
Kandhkot
- Appellant No.7 : General Manager, SSGCL, Hyderabad
- Appellant No.8 : Incharge Billing SSGCL Kandhkot  
District Kashmore at Kandhkot
- Appellant No.9 : Meter Reader SSGCL Tangwani
- Mr. Abid Hussain Qadri, Advocate for  
Appellant Nos.1 to 9 a/w Mehboob  
Hussain Shaikh, Deputy Manager (Legal  
Services)/Sub-Attorney, S.S.G.C.  
Regional Office Larkana
- Respondent No.1: The learned Presiding Officer,  
Consumer Protection Court, Kashmore  
at Kandhkot. Nemo.
- Respondent No.2: Ghulam Qadir Bajkani s/o Darwesh,  
present in person
- Mr. Ghulam Asghar Khichi, Deputy  
Attorney General for Pakistan.

Mr. Abdul Waris Bhutto, Assistant  
Advocate General, Sindh.

Date of Decision: 11.01.2024

Date of Reasoning: 15.01.2024

### **J U D G M E N T**

JAWAD AKBAR SARWANA. J.: The Appellants are officers of Sui Southern Gas Company Limited (“SSGCL”) and have impugned the Order dated 11.08.2023 passed by the Consumer Protection Court Kashmore at Kandhkot in a Consumer Complaint No.30/2023 filed by Respondent No.2 (“Ghulam Qadir s/o Darwesh” / “Ghulam Qadir”).

2. The brief facts as available from the appeal file are that Ghulam Qadir (Respondent No.2) filed a complaint before the Consumer Protection Court Kashmore at Kandhkot against SSGCL on two accounts, essentially seeking (i) to reverse dues/arrears appearing on his gas bill, and (ii) a mandatory injunction to install four (4) new separate gas meters for his four (4) nephews. He claimed that he had paid installation charges to SSGCL on behalf of his nephews yet no new gas connections had been installed. Hence his complaint. In their defence, SSGCL claimed that the dues/arrears accruing against Ghulam Qadir were a fine imposed in connection with gas theft detected at his residence. Regarding the new gas connections, SSGCL relied on the Government of Pakistan's Ministry of Energy (Petroleum Division) Directorate General Gas moratorium not to expand the domestic gas network. After hearing the parties, the learned Judge of the Consumer Protection Court rejected Ghulam Qadir's claim to set aside the arrears, holding that the subject matter for refund was beyond the jurisdiction of the Consumer Protection Court as the same was regulated by the Gas (Theft Control & Recover) Act, 2016. With regard to gas connections, the learned Consumer Protection Court Judge allowed Ghulam Qadir's Prayer Clause (C), and directed SSGCL to install four (4) new gas meter

connections against four separate customer numbers of Ghulam Qadir's nephews. Aggrieved by the Order dated 11.08.2023, SSGCL has preferred this appeal. Ghulam Qadir filed no appeal against the Consumer Protection Court's Order rejecting his prayer, claiming to set aside the arrears for gas theft, which has attained finality.

3. The learned Counsel for SSGCL submitted that Ghulam Qadir had personally filed the consumer complaint. His four (4) nephews had not filed any complaint. Four (4) deposit receipts dated 01.09.2021 in the sum of Rs.6,195, each of the four issued by SSGCL were available on record in the individual names of the four (4) nephews, namely: (i) Jamaluddin s/o Qaisar Din Molvi Muhammad Saleh Malik Tangwani, (ii) Qaiser Din s/o Darwesh Khan Bakani Molvi Muhammad Saleh Malik Tangwani, (iii) Abdul Razaque s/o Qaisar Din Molvi Muhammad Saleh Malik Tangwani, and (iv) Ahmed Ali s/o Eid Mohammad Molvi Muhammad Saleh Malik Tangwani. Ghulam Qadir had nothing to do with the new gas connections his four (4) nephews sought. SSGCL's Counsel further contended that neither power of attorney nor any other authorisation on behalf of the four (4) nephews in favour of Ghulam Qadir was filed by him (Ghulam Qadir) enabling him to plead grievance of his four (4) nephews before the Consumer Protection Court. He contended that in the circumstances, Ghulam Qadir had no locus standi to plead the case of his nephews. Finally, Counsel submitted that the company was constrained to install new connections due to the moratorium recorded by the learned Judge of the Consumer Protection Court in the impugned Order, which is also the subject matter of certain constitutional petitions pending before this Court, including inter alia, CP No.D-577 of 2021. Lastly, SSGCL offered that if Ghulam Qadir desired, then the amount deposited by his nephews be refunded to his nephews. The company was ready and willing to do so provided such request is made by his nephews.

4. Ghulam Qadir, who was present in person, argued the matter personally. He claimed that the representatives of SSGCL had entered his residence without notice and breached his privacy. He claimed that no gas theft was found at his residence and there was simply no illegal gas connection. He further argued that it was his constitutional right to claim a gas connection for his nephews as they were citizens of Pakistan. He declined to accept the offer made by SSGC's Counsel, as recorded hereinabove, for a refund of the deposit towards the installation of new gas connections.

5. The learned DAG and AAG made no submissions.

6. I have heard the learned Counsels and perused the record.

7. The Sindh Consumer Protection Act ("SCPA"), 2014 is a fast-track forum for consumers to agitate their consumer complaints in respect of their rights and interests as consumers. Section 2(c) of SCPA, 2014 extends the right to file a complaint to either "a person or entity". The term "entity" means "an organization that has a legal identity apart from its members." The SCPA does not provide a forum for filing class action suits. There is no provision in SCPA for filing a complaint on behalf of an unrepresented party or for consumers-at-large. During the course of arguments, Ghulam Qadir candidly conceded that he had filed the complaint for installation of new gas connections before the Consumer Protection Court on behalf of his nephews. When the Court asked him if he claimed his nephews were his benamdars, he responded in the negative to such a suggestion. When the Court asked him if he had made the payments towards the deposit of the gas installation from his own funds, he responded that his nephews deposited the funds. Upon perusal of the appeal and the documents filed by the parties, the Court did not have sight of any document that authorized Ghulam Qadir to agitate his complaint on behalf of his nephews for new (fresh) gas connections. In the

circumstances, I agree with the contentions raised by the Counsel for SSGC that Ghulam Qadir could not have agitated a claim for gas connections on behalf of his nephews when they were neither complainants in the lis nor authorized their uncle to initiate any complaint before the Consumer Protection Court.

8. While perusing the record in the appeal file, this Court had sight of a Legal Notice dated xx-02-2023 wherein Ghulam Qadir's Advocate has agitated his claim for setting aside SSGCL's claim arising out of an alleged gas theft; however, no claim is found for new gas connections. Counsel for SSGC confirmed that neither Ghulam Qadir had sent to them (the company) a Legal Notice for new (fresh) gas connections on behalf of his nephews nor did SSGCL receive any such legal notices directly from his nephews. Further, Ghulam Qadir also admitted that he did not send SSGCL any notices on behalf of his nephews for the installation of new (fresh) gas connections.

9. Section 29 of SCPA, 2014 provides the framework for submitting a consumer complaint before filing it before the Consumer Protection Court. Section 29(1) states that a consumer who has suffered damages shall, by written notice, call upon the provider for services to remedy the defect. Section 29(3) mandates that a Consumer Protection Court shall entertain no claim unless the consumer has given notice to the service provider under Section 29(1) of SCPA, 2014. Further, the consumer must submit proof that the notice was duly delivered, and the manufacturer or service provider has not responded thereto. In the present case, Ghulam Qadir did not serve on SSGCL any notice for installing fresh (new) gas connections for his four (4) nephews. Notwithstanding this Court's observation in paragraph 7 hereinabove, Ghulam Qadir's Complaint was liable to be dismissed in limine by the Consumer Protection Court on this score, too.

10. In view of the above discussion, and for the reasons discussed in this Judgment, the appeal was allowed by the short order dated 11.01.2024, and the Consumer Court's impugned Order dated 11.08.2023 paragraph 13 was set aside in respect of Ghulam Qadir's Prayer Clause ("C"). These are the reasons for the above-mentioned short order.

11. The parties are left to bear their own costs.

**Judge**

Manzoor