

ORDER SHEET
IN THE HIGH COURT OF SINDH,
CIRCUIT COURT, HYDERABAD.

R.A. No.53 of 2011.

DATE	ORDER WITH SIGNATURE OF JUDGE
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For katcha peshi.

For hearing of CMA-233/11.

11.09.2014.

Mr. Nisar Ali Mughal, Advocate for applicant.

Mr. Naimatullah Soomro, Advocate for Respondent.

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Learned counsel for the applicant has challenged the concurrent findings of the Courts below, whereby the declaration and injunction sought by the plaintiff/respondent were granted currently.

Briefly stated the applicant informed the Respondent that for supply of gas to the C.N.G. station of Respondent, the Applicant have to develop “Main Extention” near the CNG station of the Respondent. The applicant by letter dated 19.9.2006 claimed an amount of Rs.18,73,693/-for “Main Extention” from the respondent and his contribution towards cost as it was required to provide supply of the gas exclusively to the CNG station of the respondent.

Heard counsel and perused record.

The Applicant has claimed that “Main Extention” is not exclusive property of the respondent and the applicant is under the impression that through the impugned judgments the respondent is declared exclusive ownership of the “Main Extention” and regulator of 4 inch dia of gas pipeline connecting the respondent CNG station with the regulator. This is mis-conception of the

respondent. The respondent has not been declared exclusive owner of the regulator/gas pipe line in the impugned judgments. In terms of the first conditions mentioned in the letter of applicant dated 19.9.2006 available at page-89 of the Court file, the distribution Mains will become part of our (applicant) overall network, and will be SSGC property.

This position is still unchanged and to avoid confusions it is hereby clarified that two judgments of Courts below should **not** be read in the sense that the main extension and regulator in original 4 inch dia pipe line outlet for supply of gas to the CNG station is the property of the respondent. It was and shall always be the property of SSGC Limited, the applicant herein. However, it is further clarified that since the supply of sui gas to the CNG station was subject to payment of non-refundable amount of Rs.18,73,693/-, therefore, the supply of gas to CNG station of the Respondent from the “Main Extension” should be exclusive for supply of gas to CNG station of the respondent and the applicant is restrained to use this extension for other domestic or non-domestic customers for supply of sui gas since no body else has contributed for its installation. It is also case of the Respondent that if gas is supplied to other customers from the said “Main Extension” the supply of gas to his CNG station will be adversely affected, therefore, it is also clarified that no sui gas connection to other customers be supplied from this regulator/Extension which was installed exclusively for CNG station of the respondent on payment of cost.

In the above terms, this revision application is disposed of alongwith pending application.

JUDGE.

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