

**ORDER SHEET**  
**IN THE HIGH COURT OF SINDH AT KARACHI**  
**SUIT NO. 1765 of 2018**

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DATE

ORDER WITH SIGNATURE OF JUDGE

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- 1) For orders on CMA No.13166/18 (if granted)
- 2) For orders on CMA No.13167/18 (U/O 39 Rule 1 & 2 CPC)

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**18.09.2018**

Mr. Salahuddin Ahmed, Advocate for Plaintiff.

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- 1) Granted.
- 2) This is a Suit for Declaration and Injunction and Plaintiff is primarily aggrieved by the non-renewal of its License for selling, marketing and distributing CNG to its consumers. Learned Counsel for the Plaintiff submits that pursuant to License dated 01.02.2005, the Plaintiff is managing and running a CNG Station on the Suit Premises. Per learned Counsel such License was valid for a period of 15 years till 18.09.2018 and is expiring today. He submits that well before time, the Plaintiff approached concerned authorities/defendants for renewal of the said License and has referred to Letter dated 23.05.2018 ("Page-651") addressed to Oil & Gas Regulatory Authority ("OGRA") with such request. Per learned Counsel, time and again OGRA has been approached with various letters and in response on 08.06.2018 they demanded various documents including valid Explosive License, authority and change of ownership papers as well as Lease Agreement with PSO. He submits that insofar as Lease Agreement with PSO is concerned, the same stands complied with and has referred to Addendum No.01 to CNG License Agreement dated 5.3.2018 at (page-513) and submits that now it is valid till 2023. As to Explosives NOC he submits that though requisite fee has been paid but it has to be obtained by PSO, for which they have approached the department but is being delayed due to inaction on the part of the Explosive

Department. He has also referred to a letter issued by OGRA directly to the Explosive Department regarding confirmation of such NOC. As to the change of ownership and correction of record of PSO & OGRA he submits that despite such compliance being made since many years, they have failed to do so; however, they have been interacting with the present plaintiff who has been paying them the franchise fee and other requisite fee / charges from time to time. Learned Counsel further submits that notwithstanding these submissions even otherwise the License in question is a statutory license and in this regard he has relied upon Rule 7 of the Compressed Natural Gas (Production and Marketing) Rules 1992. He further submits that earlier also in similar situations Ad-interim Orders have been passed and in support he has relied upon Orders dated 11.04.2016 & 22.04.2016 in Suits No.857/2016 and 971 of 2016. Per learned Counsel since the License is expiring today, whereas, there is no fault on the part of the Plaintiff, therefore, some Ad-interim orders be passed, failing which serious prejudice would be caused to the Plaintiff.

Let notice be issued to the Defendants for **16.10.2018**. Till the next date of hearing, no coercive measures be taken by the Defendants against the Plaintiff. However, if any fee or charges are to be paid and due, the Plaintiff shall pay the same immediately.

**J U D G E**

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