

IN THE HIGH COURT OF SINDH AT KARACHI

Suit No. 223 of 2023

[**ARY Communications Limited** *versus* **Independent Music Group (SMC-Pvt) Limited and others**]

- Plaintiff : ARY Communications Limited, through M/s. Mr. Abid S. Zuberi, Ayan Mustafa Memon, Ali Abid Zuberi, Yumna Warsi and Manzoor Hussain, Advocates.
- Defendant No.1&5 : Independent Media Corporation Private Limited and Independent Music Group, through Mr. Muhammad Mahmood Ali, Advocate.
- Defendant No.2 : Pakistan Cricket Board, through Mr. Taffazul Haider Rizvi, Advocate along with Ms. Areeba Khalil, Sr. Manager Legal, PCB.
- Defendant No.3 : Pakistan Television Corporation Limited, through M/s. Salahuddin Ahmed and Muhammad Basim Raza, Advocates.
- Defendant No.4 : Pakistan Electronic Media Regulatory Authority, through M/s. Muhammad Saad Siddiqui and Sahibzada Muhammad Mobeen, Advocates.
- Defendant No.6 : Group M. Pakistan Private Limited, through Mr. Furkan Ali, Advocate.

Suit No.232 of 2023

[**Pakistan Television Corporation Limited** *versus* **ARY Communications Limited and others**]

- Plaintiff : Pakistan Television Corporation Limited, through M/s. Salahuddin Ahmed and Muhammad Basim Raza, Advocates.
- Defendant No.1 : ARY Communications Limited, through M/s. Mr. Abid S. Zuberi, Ayan Mustafa Memon, Ali Abid Zuberi, Yumna Warsi and Manzoor Hussain, Advocates.
- Defendant No.2 and 3 : Group M. Pakistan Private Limited and Tower Sports Private Limited, through Mr. Furkan Ali, Advocate.

- Defendant No.4 : Independent Music Group (Nemo)
- Defendant No.5 : Pakistan Cricket Board, through Mr. Taffazul Haider Rizvi, Advocate along with Ms. Areeba Khalil, Sr. Manager Legal, PCB.
- Defendant No.6 : Pakistan Electronic Media Regulatory Authority, through M/s. Muhammad Saad Siddiqui and Sahibzada Muhammad Mobeen, Advocates.

Suit No. 131 of 2023

[ARY Communications Limited versus Pakistan Television Corporation Limited & another]

- Plaintiff : ARY Communications Limited, through M/s. Mr. Abid S. Zuberi, Ayan Mustafa Memon, Ali Abid Zuberi, Yumna Warsi and Manzoor Hussain, Advocates.
- Defendant No.1 : Pakistan Television Corporation Limited, through M/s. Salahuddin Ahmed and Muhammad Basim Raza, Advocates.
- Defendant No.2 : Group M. Pakistan Private Limited and Tower Sports Private Limited, through Mr. Furkan Ali, Advocate.

Suit No. 175 of 2023

[ARY Communications Limited versus Pakistan Television Corporation Limited & another]

- Plaintiff : ARY Communications Limited, through M/s. Mr. Abid S. Zuberi, Ayan Mustafa Memon, Ali Abid Zuberi, Yumna Warsi and Manzoor Hussain, Advocates.
- Defendant No.1 : Pakistan Television Corporation Limited, through M/s. Salahuddin Ahmed and Muhammad Basim Raza, Advocates.
- Defendant No.2 : Group M. Pakistan Private Limited, through Mr. Furkan Ali, Advocate.

Suit No.222 of 2023

[Independent Music Group (SMC-Pvt) Limited versus ARY Communications Limited and another]

- Plaintiff : Independent Music Group (SMC-Pvt) Limited, through Mr. Behzad Haider, Advocate.

- Defendant No.1 : ARY Communications Limited, through M/s. Mr. Abid S. Zuberi, Ayan Mustafa Memon, Ali Abid Zuberi, Yumna Warsi and Manzoor Hussain, Advocates.
- Defendant No.2 : Pakistan Television Corporation Limited, through M/s. Salahuddin Ahmed and Muhammad Basim Raza, Advocates.

M. A. No.17 of 2023

[ARY Communication Limited *versus*
Pakistan Electronic Media Regulatory Authority & another]

- Appellant : ARY Communication Limited, through M/s. Mr. Abid S. Zuberi, Ayan Mustafa Memon, Ali Abid Zuberi, Yumna Warsi and Manzoor Hussain, Advocates.
- Respondent No.1 : Pakistan Electronic Media Regulatory Authority, through M/s. Haider Waheed and Munim Masood, Advocates.
- Respondent No.2 : Tower Sports Private Limited, through Mr. Furkan Ali, Advocate.
Mr. Shafiq Ahmed, Assistant Attorney General for Pakistan.
- Dates of hearing : 28.02.2023, 01.03.2023, 03.03.2023 and 07.03.2023.

ORDER

Muhammad Faisal Kamal Alam, J: Through this common Order, following Injunction Applications are decided_

1. C.M.A. No.2691 of 2023 [filed in Suit No.232 of 2023];
 2. C.M.A. No.1611 of 2023 [filed in Suit No.131 of 2023];
 3. C.M.A. No.2043 of 2023 [filed in Suit No.175 of 2023, *under Section 41 of Arbitration Act, 1940, read with Order 39 XXXIX, Rules 1 and 2 of CPC*];
 4. C.M.A. No.2612 of 2023 [filed in Suit No.222 of 2023];
 5. C.M.A. No.2614 of 2023 [filed in Suit No.223 of 2023]; and
 6. C.M.A. No.967 of 2023 [filed in M.A. No.17 of 2023];
2. Main controversy involved in the title Suits, *primarily*, revolves around the Business Partnership Agreement [“BPA”] dated 16.09.2021,

Memorandum of Understanding [“MOU”] dated 21.12.2021 and Television Broadcast Media Rights Agreement for Pakistan Super League 2022 and 2023 [the “Third Agreement”] dated 09.01.2022.

3. BPA is a tripartite agreement between ARY Communications Limited [“ARY”], Pakistan Television Corporation [“PTV”] and Group M Pakistan Private Limited [“GMP”], *inter alia*, to acquire broadcasting and digital rights for the International Cricket Council Rights and Pakistan Super League [“PSL”]; the subsequent agreement is also between these Three Parties, mainly relating to the bidding for PSL Season 7 [held last year] and 8, which is currently in progress; *whereas*, the Third Agreement is between ARY, PTV and Pakistan Cricket Board [“PCB”].

4. Both BPA and MOU are for the period of Two (02) Years. It is also necessary to mention that the Third Agreement was executed after PTV and ARY participated in the bidding process and their bid was the highest for Rs.4,350,786,786/- [Rupees Four Billion Thirty Five Crore Seven Lac Eighty Six Thousand Seven Hundred Eight Six only], followed by the bid given by the Independent Media Corporation (Pvt.) Limited-GEO for Rs.3,740,000,000/- [Rupees Three Billion and Seventy Four Crores only].

5. Since the Third Agreement provides for a sub-licensing of rights also therefore, the dispute arose between PTV and ARY, that GEO Sports can also broadcast the ongoing PSL-8, as Ten Sports is already broadcasting the matches as ‘Carrier’ of ARY. This stance of PTV led to the termination of the BPA vide Notice dated 26-7-2022 [sent by PTV], and is the *casus belli* of present legal battle, including Miscellaneous Appeal No.17 of 2023 filed by ARY against the decision of Pakistan Electronic Media Regulatory Authority [“PEMRA”], which vide its Order dated 06.02.2023 has restrained the broadcasting of PSL-8 by ‘Ten Sports’, followed by another Correspondence of 08.02.2023, calling upon the latter and its licensee in Pakistan, Tower Sports (Pvt.) Ltd., for seeking requisite permission from PEMRA. However, it is clarified that hearing on this Miscellaneous Appeal is not concluded. ARY filed a Suit No.1274 of 2022 and restraining Order was obtained against the above Letter of Termination [of PTV]; copy of the plaint and restraining Order are available at page-315 in Suit No.223 of 2023.

6. Similarly, Suit No.131 of 2023, which does not directly relate to the controversy though it has been tagged with all the subject Suits, is not heard.

7. Independent Media Corporation Private Limited (GEO) and other Entity challenged the above Agreements-BPA and MOU in the Lahore High Court, but were unsuccessful; copy of the Judgment is in record and it has also been reported as **P L D 2022 Lahore 288** [*Independent Media Corporation (Pvt.) Ltd. and another versus Federation of Pakistan and others*], which has been challenged in the Intra Court Appeal No.6303 of 2022 and is *sub judice*. The other aspect of the dispute is that PTV has also appointed GEO Super as its Sub-Licensee by invoking, *inter alia*, the Clause 24 of the Third Agreement, which is challenged by ARY in Suit No.223 of 2023; *whereas*, GEO has filed Suit No.222 of 2023, and PTV instituted Suit No.232 of 2023, *inter alia*, seeking a restraining Order against Ten Sports to show current PSL Season 8; the main stance of PTV is mentioned in Paragraphs-14 and 28 of its plaint in Suit No.232 of 2023, that if ARY can appoint ‘Ten Sports’ as its Sub-Licensee, then PTV can also appoint any Sports Channel to act as its Sub-Licensee, consequently, GEO Super has been appointed as Sub-Licensee of PTV; *Secondly*, it is stated by Mr. Salahuddin Ahmed, learned counsel for PTV, that even for the arguments’ sake, appointment of Ten Sports is taken to be valid, the consent earlier given by PTV should be continuing one, which subsequently stands withdrawn, and hence, Ten Sports is barred from televising the current PSL – 8 Matches.

8. The Crux of the Argument of the Legal Team of ARY is that PTV alone cannot appoint Sub-Licensee as both PTV and ARY have jointly participated in the Bid, which was successfully awarded to both entities, viz. ARY and PTV. *Secondly*, the two Agreements-BPA and MOU preceded the Third Agreement with PCB mentions the Group M and Ten Sports; the former is the Licensee of the latter for Pakistan territory. Ten Sports is mentioned as Carrier in the Two Agreements. Mr. Abid S. Zuberi, Advocate, has referred to Clauses 3.1, 3.4, 6.1 and 6.11 of the BPA; clause(s) 1, 4, 7 of MOU; recitals of the Third Agreement, Definition Clauses about exclusivity period, Licenses, Licensee Group Company; Clause-4 is about grant of rights read with Schedule-5 of the Third Agreement mentioning the Licensees, to emphasize the fact that neither ARY nor PTV can act separately or severally in any manner, including for

the appointment of a Sub-Licensee and everything is to be resolved within explicit terms of the above Three Agreements, viz. BPA, MOU and the Third Agreement, wherein, “Ten Sports” is mentioned as Carrier to maximize revenue / monetization of the Commercial Air Time. Clause-4 of the Third Agreement, stipulating that PCB while granting License to telecast the PSL – 8 during the exclusivity period, has permitted the Sub-Licensing of the rights to the successful Licensee, which, in the present case, are ARY and PTV (jointly). Much emphasize is laid on Clause-2 of the Third Agreement (about broadcasting media right with PCB) that the persons specified in the Schedule-5 will be referred to as the “**LICENSEE**” and not ‘LICENSEES’, which means that although PTV and ARY have submitted their individual bids being independent, separate legal entities, but they are treated to be a Single Entity for the bid process and eventually the broadcast media rights were awarded as they were the highest bidders. Schedule-5 is referred to, which relates to ‘**LICENSEE**’, bearing signatures of the Three Parties – PCB, PTV and ARY. Referred to Clause-7 of the MOU to show that revenues are to be shared equally and if either ARY or PTV is facing short of revenue share, then the other will give the share from its revenue stream. Argued that PTV can neither appoint GEO as its Sub-Licensee or withdraw its consent in the middle of the Matches, particularly, when substantial steps have been taken in pursuance of the above Three Agreements, including, finalizing of advertisement rights with third parties including multinationals companies. In all this process, PTV was fully involved and in support of this argument, certain documents and Email(s) have been referred to which are part of the Statement filed by the Legal Team of ARY in Suit No.232 of 2023 preferred by PTV. Learned counsel for ARY has relied upon the following case law in support of arguments_

- i. **1992 S C M R 19**
[*House Building Finance Corporation versus Shahinshah Humayun Cooperative House Building Society and others*]; and
- ii. **PLD 1965 Supreme Court 1**
[*The Province of East Pakistan versus Muhammad Hossain MIA*].

9. Contended that Agreement was illegally terminated by PTV vide their Correspondence of 26.07.2022 (page-359 of the Suit 175 of 2023, which is filed by ARY for referring the matter to the Arbitration). This termination was challenged by ARY in Suit No.1274 of 2022 and vide

Order dated 31.08.2022, the said termination Letter was suspended; subsequently, the said Suit was withdrawn.

10. Mr. Salahuddin Ahmed, Advocate representing PTV, has also referred to Clauses of BPA and MOU to augment his arguments that Sub-Licensing the broadcasting rights under the Third Agreement can be done by either ARY or PTV. He has referred to Clauses 3.1, 3.4, 7.1 of BPA; Clauses-4 and 21 of MOU. It is contended that these Clauses show that PTV and ARY have collaborated jointly and severally in the acquisition of bidding process for Broadcast Media Rights regarding PSL – 7 and 8 under the Third Agreement with PCB. He emphasized that under Clause-4 of the MOU, matches are to be aired through PTV and ‘A Sports’ [subsidiary of ARY], but for ‘Ten Sports’ the term ‘May’ is used, which means it is not necessary that ‘Ten Sports’ can be a ‘Carrier’ but any other reputable Channel can be appointed. Under Clause-21 of the MOU, Group M is barred from assigning or transferring any rights under the MOU to any Third Party and it cannot sub-contract their obligations also. It is stated that restrictions mentioned in Clause-21, are only for Group M and not for ARY and PTV, which means that both can appoint their Carriers either jointly or separately, by Sub-Licensing the Broadcasting Rights in terms of Clause-24 of the Third Agreement (with PCB). Although Schedule-5 of the Third Agreement is not disputed, but it is interpreted by the learned counsel in the line of his arguments. He has referred with emphasis CLAUSE-4 of the Third Agreement and its Sub-Clause 4.1, that it contains a non-obstante clause, authorizing PCB to give approval to any Channel to show the PSL – 8 Matches. Undisputedly, PCB has given its approval to GEO Super to broadcast current PSL – 8 and therefore, injunction cannot be granted in favour of ARY, which is violating the terms of the Third Agreement. Contended that in last PSL-7, PTV suffered losses running into millions and in order to avoid further losses, it has appointed Geo Super as its Sub-Licensee. He has cited the judgment reported in **P L D 1991 Supreme Court 430** [*Mehrzad Khan versus The State*].

11. Mr. Taffazul Haider Rizvi, learned Counsel for PCB, has argued while referring to his Counter Affidavit, at page-1065 of the Court’s File in Suit No.232 of 2023 (filed by PTV). It is stated that PCB is a Statutory Body paying Taxes to the Government. Contended that the viewership of present Matches has reached around Thirty Million. He supported the arguments of PTV that the Sub-Licensing Clause (*ibid*) as incorporated in

the Third Agreement with PCB, envisages Sub-Licensing by the ARY and PTV jointly and severally. He states that one of the main objects of Third Agreement is to confer rights to broadcast present PSL – 8 Matches, for generating maximum revenue, part of which will be retained by PCB and a very large portion, around 95% will be paid to the Franchisees, who / which own different Cricket Teams of PSL, which includes ‘Karachi King’, owned by the Owner of ARY, Salman Iqbal. He states that he has no objection, if ARY has appointed Ten Sports as its Carrier and PTV has appointed ‘GEO Sports’ as its Carrier to show and broadcast current PSL – 8 Matches. However, it is not disputed, so also mentioned in the Paragraph-25 of the Counter Affidavit of PCB, that Ten Sports was proposed as the official Sub-Licensee / Carrier / Designated Channel by both ARY and PTV at the time of submission of the technical proposal to the PCB for their bid of PSL Television Broadcast Media Rights for the Years 2022 and 2023. He confirms the argument of Mr. Salahuddin Ahmed, Advocate for PTV, that when a permission was sought vide letter dated 12.02.2023, to sub-license the rights under the Third Agreement for televising the PSL Tournament to GEO Super, the PCB has given its no objection ‘*subject to compliance with the terms of the Third Agreement*’.

12. Group M, which is mentioned in the BPA and MOU as one of the Parties, is represented by Mr. Furkan Ali, Advocate. Gist of his arguments is that Ten Sports and GEO Super cannot be equated vis-a`-vis the status of ‘Carrier’, for the reason that former [Ten Sports] is expressly mentioned in BPA and MOU, *whereas*, GEO does not figure anywhere, but is a result of the interpretation, or rather mis-interpretation of PTV in terms of Sub-Licensing Clause of the Third Agreement. He has further stated that there is no provision in both the Tripartite Agreements, viz. BPA and MOU, allowing any of the Parties to revoke the consent with regard to the Carrier, in the present case, Ten Sports, particularly, when substantial steps have been taken by the Parties in pursuance of the Third Agreement and the Mega Event has already started. He has referred to the Clauses of above Agreements to substantiate his arguments about the rights and interest of Group M flowing therefrom; in particular, he has referred to Clause-6.11 of BPA stipulating that PTV and ARY shall mutually agree and formulate its rate / rate cards for PTV Sports, Ten Sports and A Sports, read with Clause-8.1, that the three Parties-PTV, ARY and Group M have covenanted with each other that neither they have entered into or will enter into any

agreement with any third party inconsistent with the provisions of the Agreement.

13. Mr. Behzad Haider, Advocate, has represented GEO Super. He has not only defended the latter in Suits filed by other Entities, but also has instituted a separate proceeding – Suit No.222 of 2023 seeking validity of its Agreement with PTV and a restraining order against ARY. Learned counsel has referred to the Television Broadcast Media Rights Agreement for Pakistan Super League 2023 (the “**Fourth Agreement**”) between PTV and Independent Music Group (SMC-Pvt.) Limited, which for the sake of reference be referred to as GEO Super. It is the stance of Mr. Behzad Haider, Advocate, that the Fourth Agreement was executed, with the object to maximize the revenues for PTV. GEO Super having a large viewership and is acting as a platform for PTV-a National Broadcaster, for maximizing its revenues stream. He has referred to Clause-5 of the Fourth Agreement, to support his arguments that an open field is given to PTV, to book all advertisements and retain all revenues arising therefrom. Further contended that the restraining orders operating in favour of ARY may be vacated / recalled, because the latter wants to monopolize the ongoing event; once a permission is given by PCB in terms of the Third Agreement, then ARY or any other person or entity cannot object to such permission, as PCB admittedly is the Licensor. Contended that already the first match of PSL – 8 was shown on GEO Super and hence the Fourth Agreement has been acted upon which cannot be discontinued in the manner as ARY is attempting to do. ARY has not questioned the televising of matches on GEO Super in its Suit No.223 of 2023, therefore, restraining order cannot be extended to GEO Super.

14. Mr. Muhammad Saad Siddiqui, Advocate representing PEMRA, has argued that no specific relief has been sought against PEMRA, which is an independent statutory authority. He denied the allegations against PEMRA, as mainly averred by ARY, which is trying to create a monopoly concerning broadcasting current PSL Matches, which can be taken note of by PEMRA as Regulator. Gist of his arguments is that Ten Sports has not sought permission from PEMRA to broadcast PSL – 8 Matches in Pakistan and therefore, an appropriate action is taken under the relevant Rules by issuing Notices dated 06.02.2023 and 08.02.2023, which is subsequently challenged in M. A. No. 17 of 2023, by ARY and not Ten Sports.

15. Mr. Haider Waheed, Advocate, has defended the action taken by PEMRA, in terms of the statutory provisions of PEMRA Act, Rules and Regulations. He has justified the action of PEMRA, as, it is to ensure that the intellectual property rights are not violated; action is taken against 'Ten Sports' for violating statutory rules, in particular, in respect of the Landing Rights Permission. He has concluded his arguments that Ten Sports or its local representative Tower Sports can, rather, should approach PEMRA for seeking further or amendment in the Permission, which will be given in the shortest possible time, in terms of the Regulatory Framework. He has also denied allegations against PEMRA.

16. Arguments and Record considered.

17. The Four Agreements, viz. BPA, MOU, the Third Agreement and Fourth Agreement are not disputed. Undisputedly, the joint Bid of ARY and PTV was accepted by PCB with regard to granting broadcasting rights of current PSL Season.

18. Summary of the case law cited by the Legal Team of ARY is, that Contract has to be construed strictly and literally without deviating or implying anything, which is not supported by the intention of the Parties and language of the document; however, where plain and ordinary meaning may lead to inconsistency or absurdity with other terms of a Contract, then such plain and ordinary meaning can be modified to avoid absurdity and inconsistency, as the Court should keep the document alive and binding according to the intention of the Parties.

19. It is held, in the judgment cited by Mr. Salahuddin Ahmed, learned counsel for PTV, that when a provision of a Statute contains both the terms, 'May' and 'Shall', it means that the first part or the provision containing the word 'May' confers a discretion on the Court, *whereas*, the second part of the section by using the term 'Shall', makes it obligatory on the part of the Court to summon and examine a person if his evidence is essential to the case. This rule is laid down while interpreting Section 540 of the Criminal Procedure Code.

20. Intention of the Parties to the above Agreements can be adjudged from the following facts_

Both BPA and MOU stipulates 'Ten Sports' as Carrier, *inter alia*, to maximize the revenue/ monetization of the Commercial Air Time [Clause 4

of MOU]; Clause 7 where of states that both ARY and PTV shall share the Cost of Bidding, including, Performance Security and revenue sharing will be in equal proportion. Clause 3.4 of BPA states that Group M, ARY and PTV have the right to individually or jointly bid for PSL 2021-2023.

21. Paragraph 18 of the Counter Affidavit of PCB mentions PTV and ARY **as joint rights holders** and are collectively referred to as “Licensee” under the Third Agreement [with PCB], as they participated in the bid as consortium; *whereas*, in Paragraph 25 it is stated, *inter alia*, that ‘**Ten Sports’ had been proposed as the official Sub-licensee/ Carrier/ Designated Channel by both ARY and PTV at the time of submission of the Technical Proposal to the PCB** concerning their Bid for the PSL Season.

22. In the earlier litigation filed by GEO in the learned Lahore High Court [mentioned in the foregoing paragraphs], stance of PTV was different. Para-wise Comments of PTV are available in another [tagged] Suit No.175 of 2023, under Section 20 of the Arbitration Act, 1940 [filed by ARY]. It is stated by PTV in their Para-wise Comments, that the challenge to the BPA [referred to as Joint Venture] by GEO is based on mala fide; in Paragraphs-C, it is stated, that PTV and ARY “jointly and successfully bid” to acquire the broadcasting rights for PSL 7 and 8. PTV itself clarified in the above Parawise Comments, that ARY and PTV submitted the Joint bid to PCB for acquiring Television Broadcast Media Rights for present PSL – 8, which were awarded by the Third Agreement [ibid].

23. Order dated 14.02.2023 passed in the present *Lis* [Suit No.223 of 2023], wherein, it is observed that PTV “**concedes**” that to generate revenue, PSL Edition may be broadcast through ‘TEN SPORTS’, and it would share the revenue so generated.

24. Learned Counsel for ARY has referred to his Statement [along with the Record] dated 17.02.2023 filed in the Suit No. 232 of 2023 [of PTV] in compliance of the Order of 15.02.2023. Referred pages-97 B, 99, 141, 275 are taken into the account; these are E-mails exchanged between PTV, ARY, Group M, about fixing rates for advertisements / commercials and their slotting during the matches. These emails and documents are of Month of January, 2023, which means that when current PSL was few weeks away. Moreso, the record also contains names of various Organizations,

who have shown interest in advertising their products and in the event, if present arrangement between ARY and PTV, as per the terms of BPA and MOU, are disturbed, by accepting the stance of PTV (in the present cases), then there is probability of exposing all the contesting Parties in these matters including PCB, to third party claims.

25. If Ten Sports was not mentioned in BPA and MOU, then interpretation as argued by the learned counsel for PTV, would have been much weightier, with regard to appointment of Sub-Licensee by the joint bidders-ARY and PTV, either jointly or severally / individually. But Ten Sports is specifically mentioned in the Agreements, and for all intents and purposes, the latter (Ten Sports) was given a role of pre-determined Sub-Licensee in the event PTV and ARY succeeds in the bid, which they actually did. Even PCB -the Licensor in the present situation, has been clearly given to understand about the status of Ten Sports as Sub-Licensee, as acknowledged in their pleadings [*ibid*].

26. The above discussion concludes, that Ten Sports is a Sub-Licensee as consented to by PTV, which approval / consent cannot be withdrawn at this stage, when PSL – 8 is in progress and all the arrangement / agreement with different Organizations about marketing and advertising their products have been concluded. Undisputedly, substantial and irreversible steps have been taken, by not only ARY, Group M, but also PTV and the latter is estopped from acting unilaterally, in breach of the Terms of BPA and MOU. Parties hereto should also realize that such type of acts resulting in litigation can severely damage the goodwill of PTV being a National Broadcaster, besides, adversely affecting the game of Cricket in Pakistan.

27. Adverting to the claim of GEO. In Suit No.222 of 2023, the Agreement between PTV and GEO is part of the record, regarding which it is argued that GEO has given its platform / screen to PTV for maximizing its revenues; that is why it is expressly mentioned in the Clause-5, that GEO will not be entitled to book advertisements or retain revenues arising therefrom.

28. GEO has appointed as Sub-Licensee by PTV vide the Fourth Agreement, when at the relevant time, all necessary arrangement and third parties agreements were already concluded [as discussed above], besides, such an appointment, *inter alia*, not only violates Clause 8.1 of BPA, but, PTV cannot act unilaterally in this regard. Broadcasting first match of

PSL-8 on GEO Super will not improve its case, in view of the above discussion.

29. Consequently, ad-interim injunction operating in Suit No.223 of 2023, filed by ARY, is hereby confirmed, including that no adverse / defamatory comments be made by ARY in their broadcast against GEO Super. Thus, Injunction Applications of

ARY [CMA 2614 of 2023] is allowed; GEO Super [CMA 2612 of 2023] is disposed of and PTV [CMA 2691 of 2023] is dismissed.

All other interlocutory Applications are deferred.

30. In view of the submissions of learned counsel for PEMRA, the Tower Sports representing Ten Sports in Pakistan should immediately approach PEMRA for obtaining requisite approvals, if required and necessary, under the statutory framework. PEMRA shall decide the applications / representations expeditiously by exercising their authority in a fair, just and reasonable manner.

Judge

Karachi.

Dated: 14.03.2023.

Riaz / P.S.