



In the Pakistan Information Commission, Islamabad

Appeal No 1743-02/22

M. Sharafat Ali

(Appellant)

Vs.

Sui Northern Gas Pipeline Limited

(Respondent)

ORDER

Date: July 27, 2022

Zahid Abdullah: Information Commissioner

A. The Appeal

1. The Appellant filed an appeal, dated February 14, 2022 to the Commission, stating that he submitted an information request to General Manager, Sui Northern Gas Pipelines Ltd on December 28, 2022 under the Right of Access to Information Act 2017 but did not receive any response from the public body.
2. The information sought by the Appellant is as follows:
 1. “Date of Installation of 1st gas meter in House # 383 Model Village Chak Shahzad (Shazad Town) Islamabad along with a certified photo copy of the Contract for supply of Gas for domestic use signed between the then house- owner (Mr. Ishaq Janjua) and SNGPL;
 2. Amount of Security Deposit received by SNGPL at the time of signing Contract at (i) above;
 3. Date of installation of 2nd gas meter in House # 383 (First Floor) Model Village Chak Shahzad (Shahzad Town) Islamabad along with a certified photo copy of the contract for supply of Gas for domestic use signed between the present house-owner (Mr. Muhammad Sharafat Ali Zia) and SNGPL; and
 4. Amount of Security Deposit received by SNGPL at the time of signing Contract at (iii) above.”

B. Proceedings

3. The record on the file suggests that the Respondent submitted its response on the intervention of this commission on March 14, 2022 and its text is as under:

This is with reference to your letter No. Appeal 1743-02/2022 dated 18.02.2022, regarding the subject cited above.

In this context, we wish to inform that Sui Northern Gas Pipelines Limited (SNGPL) was incorporated as a private limited Company in 1963 and converted into a public limited

company in January 1964 under the Companies Act 1913, now The Companies Act 2017, and is listed on the Pakistan Stock Exchange (PSX). It is engaged in the business of Transmission, Distribution and Sales of gas. It has an independent Board of Directors and it's all affairs are managed and controlled by the Board which exercises statutory powers available to it.

In the light of above, we wish to clarify that Right of Access to Information Act, 2017 is applicable to all the public bodies of Federal Government. SNGPL is neither a Ministry/ Division, and attached department of a division nor does it qualify as a "Public body" in terms 2017 Act *ibid*.

Another Response of Public Body is an Under:

Sr. No	Query	Information
1	"Date of Installation of 1st gas meter in House # 383 Model Village Chak Shahzad (Shahzad Town) Islamabad along with a certified photo copy of the Contract for supply of Gas for domestic use signed between the then house- owner (Mr. Ishaq Janjua) and SNGPL;	The first gas meter at House No. 383 Street No. 13 Model Village. Chak Shahzad (Shahzad Town) Islamabad was installed in November 1999. The contract is very old dated and difficult to be traced. Notwithstanding, it is apprised that this contract was executed between SNGPL. while Mr. Ishaq Janjua and Mr. M. Sharafat Ali Zia was no party to it. Therefore the contract cannot be furnished to him.
2	Amount of Security Deposit received by SNGPL at the time of signing Contract at (i) above;	Rs. 1.500 were received as security deposit from the consumer. Mr. Ishaq Janjua as per the prescribed policy in vogue at the time of processing of gas connection.
3	Date of installation of 2nd gas meter in House # 383 (First Floor) Model Village Chak Shahzad (Shahzad Town) Islamabad along with a certified photo copy of the contract for supply of Gas for domestic use signed between the present house-owner (Mr. Muhammad Sharafat Ali Zia) and SNGPL; and	<p>The Second gas meter at House No. 383 Model Village, Chak Shahzad (Shahzad Town) Islamabad was installed on 08.06.2021. After survey of the premises, the Company sent contract to Mr. M. Sharafat Ali Zia for signing but he did not append his signatures on it. However, as implied affirmation. he deposited security and service line charges for obtaining gas connection. Therefore SNGPL. in the best consideration of the consumer accepted it as implied contract and as per clause 22 of the contract approved by OGRA, applied standard terms of agreement. Our Standard domestic contract is placed at Annexure-A.</p> <p>It is worth mentioning that his application was qualified for merit of gas connection and the premises was feasible for connection, therefore. SNGPL did not withhold his case just because of non-signing of the contract. In case of denial of gas connection from SNGPL, the consumer could sustain a difficult position as the cost of alternate fuel (LPG) is very high and arrangement of LPG is not hassle free viz-a-viz a subsidized pipeline gas connection at doorstep. We may arrange disconnection of gas meter if the consumer resents and denies to accept standard terms and conditions of the agreement</p>

4	Amount of Security Deposit received by SNGPL at the time of signing Contract at (iii) above	By An amount of Rs. 4,500/- was received from the consumer as y security deposit for his domestic gas connection. This is in of accordance with the approved rate prescribed by OGRA in July 2013.
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It is apprised that the petitioner Mr. Sharafat Ali Zia had also lodged complaint on the similar matter (security deposit) to Wafaqi Mehtasib. The complaint was duly registered with Wafaqi Mohtasib vide No. WMS-ONL-0006981/21 and hearing were also conducted where SNGPL's representative provided detailed stance. After hearing and perusal of related documents, the complainant's stance was rejected by Wafaqi Mohtasib and it was stated in the decision that there is no mal-administration on the part of SNGPL

4. The Appellant submitted his response on July 18, 2022 and its text is as under:

Sr No	View/ comments of Appellant
1	<p>Prima facie, the SNGPL has no locus standi to withhold the requested information for the following reasons: →Mr. Ishaq Janjua was the former owner of the house under reference. After sale of the bouse by him the CDA had transferred allotment/ownership rights thereof in favor of the Applicant and notified the same on 22-9-2000 accordingly. Copies of related documents were duly provided to SNGPL, as required. Thereafter, they had started showing the Applicant as gas-consumer in all gas bills;</p> <p>→ The information requested does not happen to be classified one; →The Right of Access to Information Act, 2017 does not forbid providing the requested information.</p>
2	No comments
3	The procedure indicated by SNGPL is not disputed. The fact however, remains that prior to installation of gas meter at the premises by SNGPL, a blank Contract form received from them was
4	<p>duly signed by the Applicant (copy attached) and handed-over to the dealing counter-clerk of SNGPL Office located at 1-9 Sector Islamabad who had authenticated by the authorized officer the Applicant could Company's collect a copy thereof. However, due to infrequent mobility led by COVID the Applicant could not re-visit SNGPL Office to collect copy of the Contract form signed by the authorized officer of SNGPL.</p> <p>My request is that the SNGPL may please trace-out that Contract form (bearing only Applicant's signature) - that happens to be misplaced; and provide a copy thereof after getting the same signed/ authenticated by the Company's authorized officer, for Applicant's record.</p>
5	No Comments

5 Hearing on the instant Appeal was fixed for July 21, 2022 vide letter dated June 29, 2022. The Respondent was represented by Muhammad Ejaz Yousaf designation Counsel and department SNGPL

C. Issues

6. The instant appeal has brought to the fore the following issues:
- (a) Is the Respondent a public body under the provisions of the Right of Access to Information Act, 2107, henceforth referred to as the Act, 2017?
- (b) Has the Respondent provided the requested information to the Appellant, permissible under the Act and available with the Respondent?

D Discussion and commission's views on relevant issues:

7. The commission has already established through its Order on Appeal No. 171-11/19 in the case of Muhammad Waseem Elahi VS Suni Northern Gas Private Limited that the Respondent SNGPL is a public body as it is "engaged in the business of Transmission, Distribution and Sale of gas". The Respondent receives public funds from national exchequer for the development of infrastructure for Transmission, Distribution and Sale of gas.
8. The Respondent is also a public body as according to its own web site, the President of Pakistan has more than 31 percent shares in SNGPL. As such, the Respondent is a public body under Section 2 (d) of the Right of Access to Information Act 2017 which is as under:
- "Any incorporated or unincorporated body of the Federal Government functioning under the control or authority of another public body or wherein once or more public bodies own or have controlling interest or provide substantial funding;"*
9. The Respondent is also a public body in accordance with the Section 2 (5) of the Right of Access to Information Act 2017 which is as under:
- "Any other organization which undertakes a public function, to extent of that function;"*
10. There is no verdict available with the commission which states that the Respondent SNGPL is not a public body though the Respondent has petitioned in the relevant legal forum to decide on this issue.
11. In the instant Appeal, the Respondent has provided all the information available with the Respondent.
12. The Respondent has provided the available requested information to the Appellant. With regard to certified photo copy of the Contract for supply of Gas for domestic use signed between the then house- owner (Mr. Ishaq Janjua) and SNGPL, the Respondent has maintained that as it is old record and hence, not available with the Respondent. This clearly demonstrates that the Respondent has not been keeping record properly.
13. Although the Respondent has admitted that the contract is not traceable, this commission believes that the Respondent was obligated to seek consent of the third party whether or not the requested information can be provided to the Appellant as required under the Act, 2017.
14. This commission accepts the stance of the Respondent that contract for supply of Gas for domestic use signed between the Appellant and SNGPL was based on the standard format of the contract and meter was installed based on implied affirmation as He deposited security and service line charges for obtaining gas connection. Furthermore, the Respondent has stated that it is willing to install subsidized pipeline gas connection at his doorstep if the consumer resents and denies to accept standard terms and conditions of the agreement.

E. Order

15. The Appeal is disposed of as the Respondent has provided available requested information permissible under the Act, 2017 to the Appellant.
16. The Respondent is directed to ensure proper record keeping of its records as required under Section 4 of the Act, 2017 and submit compliance report describing steps taken by the Respondent in this record within 20 working days of the receipt of this Order.
17. Copies of this order be sent to the Respondent and the Appellant for information and necessary action.

Mohammad Azam

Chief Information Commissioner

Fawad Malik

Information Commissioner

Zahid Abdullah

Information Commissioner

Announced on:

July 27, 2022

This order consists of 5 (five) pages, each page has been read and signed.