JUDGMENT SHEET

IN THE ISLAMABAD HIGH COURT, ISLAMABAD

WRIT PETITION NO. 1252 OF 2022

Pakistan Broadcasters Association and others

Versus

Pakistan Electronic Media Regulatory Authority (PEMRA)

Petitioner by	:	**Mr. Faisal Siddiqi, Advocate.** (for the Petitioners as well as for the Appellants in all connected appeals)
Respondents by	:	**Barrister Ahmed Pervaiz.** (for Respondent No. 1 in W.P. No.1252/2022 as well as for the Respondent in C.M.As No. 46, 47, 50, 54, 58, 59, 60, 61, 63, 66, and 67 of 2022) **Barrister Haris Azmat.** (for Respondent in C.M.As No. 48, 51, 52, 53, 62, 64, 65, 68, 69, 70, 71, and 72 of 2022) **Mr. Mohsin Hameed Dogar, Director General, PEMRA.** **M/s Khalid Mehmood and Umar Khitab, Director (Legal), PEMRA.** **Mr. Rohail Ashraf, Law Officer, PEMRA.** **Mr. Imran Farooq, Assistant Attorney General for Pakistan.**
Date of Hearing	:	**8-1-2026.**

SAMAN RAFAT IMTIAZ, J.

1. This consolidated judgment shall decide the above-captioned Writ Petition and the Appeals which are listed in the Annexure attached hereto.

2. By way of the writ petitions, the Petitioner No. 1 [Pakistan Broadcasters Association] and the Petitioners No. 2 to 9, who are Satellite

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TV Channels seek: declaration that the Annual Gross Advertisement Revenue ("**AGAR**") imposed by way of Schedule-B to the Pakistan Electronic Media Regulatory Authority Rules, 2009 ("**PEMRA Rules, 2009**") is *ultra vires* the Constitution of the Islamic Republic of Pakistan, 1973 ("**Constitution**") and the Pakistan Electronic Media Regulatory Authority Ordinance, 2002 ("**PEMRA Ordinance, 2002**") and that the action taken by the Respondent No.1 [Pakistan Electronic Media Regulatory Authority] ("**PEMRA**") to impose and recover AGAR is without jurisdiction, illegal and of no legal effect; and to permanently restrain PEMRA from taking any adverse and/or coercive action against the Petitioners Nos. 2 to 9 and other members of the Petitioner No.1 in relation to the imposition and recovery of AGAR.

3. The Appellants who are also Satellite TV Channels (including the Petitioners No. 2 to 9), by way of the appeals listed in the Annexure attached hereto, assail their respective Demand Notices dated 10-3-2022, 11-3-2022, 16-3-2022, and 17-3-2022 ("**Impugned Demand Notices**") issued by PEMRA in respect of payment of outstanding dues on account of AGAR and seek orders restraining PEMRA from taking any adverse and/or coercive action against the Appellants including but not limited to cancellation or suspension of their licenses pursuant to the Impugned Demand Notices or any like notice or letter.

4. At the outset the learned counsel for the Petitioners/Appellants explained that the *vires* of AGAR imposed under Table-I contained in Schedule-B to the PEMRA Rules, 2009 has been challenged on legal, jurisdictional, and constitutional grounds by way of the instant Writ Petition as it could not have been challenged in appeal whereas the Impugned Demand Notices demanding payment of AGAR have been assailed by way of the connected appeals filed under Section 30-A, PEMRA Ordinance, 2002 listed in the Annexure.

5. The learned counsel for the Petitioners/Appellants drew the Court's attention to Table-I contained in Schedule B of the PEMRA Rules, 2009

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and submitted that it provides the Annual Renewal Fee for the Satellite T.V. Station Licenses + 5% / 7.5% of AGAR as per audited accounts. He argued that the PEMRA Ordinance, 2002 does not provide for AGAR for the annual renewal of licenses and as such the impugned AGAR is beyond the purview of the parent law and therefore not sustainable. In fact, he submitted, that except for Table-I of Schedule B the impugned levy does not find mention anywhere even in the PEMRA Rules, 2009. In this respect he read out the provisions of Rules 5, 6(2), 8 and 10 to which Table-I of Schedule B ostensibly relate. Moreover, he submitted that AGAR is admittedly a fee which PEMRA cannot charge in the absence of provision of any services in consideration thereof.

6. While continuing his arguments, the learned counsel for the Petitioners/Appellants submitted that even otherwise no demand can be made without issuance of show cause notice. With regard to notice dated 1-6-2009 issued for the annual renewal including an amount equivalent to 7.5% of the annual gross advertisement he highlighted that no notice was issued thereafter till the Impugned Demand Notices in the year 2022. He argued that it is well settled that orders cannot be passed after lapse of years since issuance of notice. He further submitted that notices dated 22-10-2009 and 3-11-2009 issued by PEMRA for payment of 5% of gross revenue earned from advertisement were challenged in Constitutional Petition No. 2687 of 2009 before the Sindh High Court which was disposed of vide Order dated 28-05-2014 in view of a statement made by the counsel of PEMRA under instruction not to press the impugned notices but with the contention that proper notices would be issued after promulgation of the PEMRA Rules, 2009 in accordance with the law. PEMRA filed an application for recall which was dismissed vide Order dated 25-4-2018. The C.P.L.A. filed against such order was dismissed by the Supreme Court vide order dated 24-5-2019.

7. He referred to the response filed by PEMRA in the instant petition whereby it has been submitted that the Impugned Demand Notices were issued pursuant to Show Cause Notice dated 16-3-2020. He pointed out

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that Show Cause Notices dated 16-3-2020 were issued calling for the audited accounts of the Petitioners/Appellants for the financial years from the grant of their respective licenses till 30-6-2019. He argued that the Impugned Demand Notices are beyond the purview of the Show Cause Notices dated 16-03-2020 which were merely for submission of annual accounts.

8. After the issuance of the said Show Cause Notices, Notices dated 31-5-2021 and 8-12-2021 were issued for personal hearing. The latter notices stated that PEMRA has constituted a committee for conducting personal hearing of all the licensees and to submit recommendations to PEMRA. The learned counsel emphasized that the committee had been constituted only for the purposes of making recommendations to PEMRA. In this regard, he referred to the Minutes of the 165th Meeting of PEMRA dated 1-10-2021 whereby committee was constituted for conducting personal hearing of the licensees with regard to the outstanding AGAR and to make recommendations to PEMRA for further decision. He first of all objected that the power to conduct personal hearing cannot be delegated to committee by relying upon *Messrs Fun Infotainment Network (SMC-Pvt.) Limited/NEO TV Vs. Pakistan Electronic Media Regulatory Authority*, PLD 2019 Lahore 486. Next he argued that delegation is also improper as delegation cannot be made without framing of rules and such delegation has been struck down by the Sindh High Court in the case titled: *Pakistan Broadcasters Association Vs. Federation of Pakistan*, C.P. No.D-2680 of 2020 which judgment was later on upheld by the Supreme Court.

9. He argued that notwithstanding the foregoing, the Impugned Demand Notices were issued demanding deposit of outstanding dues on accounts of AGAR. He emphasized that the Impugned Demand Notices have been issued by the Deputy Director with the approval of the Chairman, PEMRA and not with the approval of PEMRA and argued that no such authority vests in the Chairman, PEMRA. He referred to Section 8(4) and (5) of the PEMRA Ordinance, 2002 as they existed at the

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relevant time where under decisions of PEMRA were to be taken by the majority of its members present and all orders, determinations, and decisions of PEMRA were to be taken in writing identifying the determination of the Chairman and each member separately. He submitted that the omission in Section 8(5) of the PEMRA Ordinance, 2002 vide in 2023 was subsequent to the facts involved in the instant case and therefore is not applicable. He contended that no decision of PEMRA for issuance of the Impugned Demand Notices is available. He highlighted that though PEMRA can delegate its powers, responsibilities, or functions to the Chairman or a member etc., under Section 13 but not the power to grant, revoke, or cancel a broadcast media or distribution service yet the Impugned Demand Notices threaten initiation of suspension/cancellation of licenses. He also referred to the Minutes of the 43rd Meeting of PEMRA held on 2-6-2007 whereby certain powers were delegated by PEMRA to the Chairman and Executive Members of PEMRA including the power to issue show cause notices and highlighted that the Chairman does not even have the power to issue show cause notices alone let alone to issue demand notices threatening cancellation of license.

10. He relied upon Section 24 (4A) and (5) of the PEMRA Ordinance, 2002 as amended by the Pakistan Electronic Media Regulatory Authority (Amendment) Act, 2023 ("**PEMRA Amendment Act, 2023**") and stressed that no AGAR can be charged in view thereof and as such the Impugned Demand Notices are patently illegal and not sustainable.

11. Barrister Haris Azmat appearing on behalf of PEMRA in C.M.As No. 48, 51, 52, 53, 62, 64, 65, 68, 69, 70, 71, and 72 of 2022 referred to Section 19 (4) and Section 24 (4) of the PEMRA Ordinance, 2002 as the latter existed prior to the PEMRA Amendment Act, 2023 read with Section 2(s) to emphasize that the levy of AGAR is not *ultra vires* the parent act as the said provisions clearly provide that PEMRA has the power to charge annual fees at such rates as PEMRA may fix from time to time. He then referred to Table-I of Schedule B to the PEMRA Rules,

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2009 to submit that AGAR is simply a component of the Annual Renewal Fee that PEMRA is entitled to charge under the aforementioned provisions of the Act. Similarly, he submitted that the license issued to the Petitioners/Appellants provides that the licensees shall pay to PEMRA such fees as may be determined under Section 19 (4) of the PEMRA Ordinance, 2002 and as prescribed in the Schedule to the Rules. Clause 13 of the license specifically provides that renewal is subject to payment of such Annual Renewal Fee as determined by PEMRAand failure to promptly pay the same shall result in suspension and cancellation. He argued that the Petitioners/Appellants are estopped from challenging the demand of AGAR as they were aware of their liability under the PEMRA Rules, 2009 as well as their licenses and yet chose to apply for the license and obtained the same, therefore, they cannot now turn around and question their liability under the terms of such license. The license conditions also require the licensees to submit their annual returns and particularly statements of annual gross revenue which the licensee is liable to submit under Rule 17 of the PEMRA Rules, 2009 the *vires* of which has not been challenged by the instant Petitioners/Appellants and has already been upheld by the Sindh High Court in *Shamal Media Services (Private) Limited Vs. Federation of Pakistan*, C.P. No. D-1151 of 2020 vide judgment dated 21-10-2024. He emphasized that Show Cause Notice dated 16-3-2020 has not been challenged and only the Impugned Demand Notices dated 11-3-2022 are under challenge. He acknowledged that the Chairman, PEMRA alone cannot issue notices but emphasized that the notice under challenge in the instant proceedings are not show cause notices. They are simply notices sent in routine to demand payment of the AGAR component of the annual fee as per the PEMRA Ordinance, 2002, PEMRA Rules, 2009, and license which need not be issued by the Chairman or under the approval of PEMRA as it only constitutes an administrative action. In answer to a question of the Court he submitted that the AGAR portion also does not require any complicated determination (in comparison to the fixed component) as it is the stipulated percentage of the amount of AGAR which is easily discernable

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from the accounts. He explained that in case of non-compliance of the Impugned Demand Notices PEMRA shall be entitled to issue show cause notices for cancellation/suspension of licenses. Lastly, he submitted that this constitutes pre-mature litigation as there is no order passed by PEMRA. He pointed out that in fact the Petitioners/Appellants have admitted that there is no order of PEMRA.

12. Barrister Ahmed Pervaiz appearing on behalf of PEMRA, in W.P. No.1252 of 2022, and C.M.As No. 46, 47, 50, 54, 58, 59, 60, 61, 63, 66, and 67 of 2022 referred to Rule 5 of the PEMRA Rules, 2009 and Regulation 2(b) and (c) as well as 7(1) and 12 to submit that the AGAR portion of the Annual Renewal Fee has statutory backing. He explained that first notices for accounts were issued in the year 2009 after promulgation of the PEMRA Rules, 2009 but could not be followed up due to pending litigation which concluded in the year 2019 and hence, issuance of the Impugned Demand Notices. He submitted that there are different types of fees under Article 73(3) of the Constitution which differentiates between a license fee and a fee charged for any service rendered. In this respect he relied upon *Attock Petroleum Limited (APL) Vs. National Highway Authority,* 2022 PTD 222; *Shell Pakistan Limited Vs. Capital Development Authority,* PLD 2015 Islamabad 36; *Pakistan Electronic Media Regulatory Authority (PEMRA) Vs. Trade Serve International (Pvt.) Ltd.*, 2020 SCMR 206; *Trade Serve International (Private) Limited Vs. Pakistan Electronic Media Regulatory Authority,* PLD 2017 Lahore 563*;* and *Messra D.S. Textile Mills Limited Vs. Federation of Pakistan,* PLD 2016 Lahore 355 and therefore argued that the license fee in question does not need to be in consideration of any service. He argued that the amount charged is not excessive as the stipulated percentage is not calculated on the gross revenue rather it is on the gross advertisement revenue alone. He vehemently denied that the amendment to Section 24 vide the PEMRA Amendment Act, 2023 can be applied retrospectively. He explained that AGAR would not be charged on renewal from the date of the amendment however, the Impugned

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Demand Notices pertain to previous renewals, which are not illegal in view of the amendment which is prospective in nature.

13. In rebuttal, the learned counsel for the Petitioners/Appellants submitted that Section 30-A of the PEMRA Ordinance, 2002 provides for an appeal to the High Court against an order or decision of PEMRA. He explains that although there is no order or decision of PEMRA in the instant cases however the reasons why the appeals have been filed to challenge the procedural aspects and due process of the case is because previously when writ petitions were filed against orders/decisions of the Chairman they were converted into appeal by the Sindh High Court by holding that such grounds could be taken in appeal. He cites *Jaag Broadcasting Systems (Private) Limited Vs. Pakistan Electronic Media Regulatory Authority*, 2020 CLC 1081 and *Karam Shah Vs. Provincial Secretary Forest Khyber Pakhtunkhwa*, 2016 CLC 1085 by holding that whether the impugned notices/orders constituted orders of the Authority or not could also be challenged in appeal. Writ has been filed by the Petitioners/Appellants to challenge the vires of the demand as that cannot be challenged by way of appeal and in this respect he relied upon *Messra Chanar Sugar Mills Ltd. Vs. Collector (Sales Tax)*, 2006 SCMR 901; *Messrs Dewan Cement Ltd. Vs. Pakistan*, 2010 PTD 1717; and *Messrs Kamalia Sugar Mills Ltd. Vs. Superintendent Intelligence and Investigation (Customs and Central Excise), Regional Office*, 2002 PTD 632. He also relied upon *Messrs Fun Infotainment Network (SMC-Pvt.) Limited/NEW TV Vs. Pakistan Electronic Media Regulatory Authority*, PLD 2019 Lahore 486 which is a judgment passed in F.A.O.

14. With regard to the terms of the license he argued that all the licenses agreed to was to abide by the PEMRA Rules which does not mean that the Petitioners/licensees lost the right to challenge any unconstitutional rule introduced by PEMRA. He submitted that Section 24(4A) of the PEMRA Ordinance, 2002 is inherently retrospective because the license are not issued or renewed annually rather they are issued for varying periods of 5, 10, or 15 years. He relied upon *Collector*

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of Customs Vs. Sheikh Spinning Mills, 1999 SCMR 1402 to argue that no additional fee can be charged for the same purpose and therefore since the annual fee comprises a fixed component no additional component can be charged in the form of AGAR. He also argued that the Impugned Demand Notices are not as innocuous as made out by the learned counsel for PEMRA as they threatened cancellation of the licenses which is beyond the purview of an ordinary officer and even the Chairman, PEMRA alone.

15. Since the questions raised in the instant matters require interpretation of the Constitution and the laws, notice under Order XXVII-A, CPC was issued to the Attorney General of Pakistan in response to which he has filed written arguments on 14-1-2026 expounding upon the relevant statutory provisions and substantive difference between "annual fee" and "license renewal fee" and the object and effect of the PEMRA Amendment Act, 2023 and PEMRA's decision in its 186th Meeting.

16. I have heard the learned counsels for the parties and perused the available record with their assistance.

Whether AGAR contained in Table-I of Schedule B of the PEMRA Rules, 2009 is *ultra vires* the PEMRA Ordinance, 2002?

17. Section 19 of the PEMRA Ordinance, 2002 provides for the issuance of licenses for the establishment and operation of all broadcast media and distribution services. Sub-section (4) of Section 19 empowers PEMRA to, *inter alia*, charge fees at such rates as PEMRA may fix from time to time for the grant of a license and for its *renewal*. Similarly, sub-section (4) of Section 24 of the PEMRA Ordinance, 2002 (prior to the amendment introduced in 2023) provided that the license shall be valid for a period of 5, 10 or 15 years subject to payment of the *annual* fee prescribed from time to time. The term "prescribed" has been defined in Section 2(s) to mean prescribed by the rules or regulations made by PEMRA.

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18. Section 39 of the PEMRA Ordinance, 2002 provides the power of PEMRA to make rules with the approval of the Government by notification in the official gazette to carry out the purposes of the PEMRA Ordinance, 2002 and under sub-section 2(b) specifically to prescribe the terms and conditions of the license including fee to be charged in connection with the issuance of licenses and related matters. The PEMRA Rules, 2009 were made by PEMRA with the approval of the Federal Government in exercise of the powers conferred by sub-section (1) of Section 39 PEMRA Ordinance, 2002.

19. Rule 5(1) of the PEMRA Rules, 2009 prescribes that the license shall be granted for a period of 5, 10 or 15 years subject to payment of fees as set out in Schedule B. Table-I of Schedule B provides the fee for TV station licenses including for Satellite TV Station Licenses of various categories. Such fee includes the application processing fee; license fees; and Annual Renewal Fee. The Annual Renewal Fee for Satellite TV Station Licenses consists of the following two components:

> (a) fixed fee ranging from Rs. 300,000 to Rs. 1,000,000/- depending on the category of Satellite TV Stations;
>
> plus
>
> (b) fee equivalent to 5% or 7.5 % (depending on the category of Satellite TV Station) of the Annual Gross Affairs Advertisement Revenue as per the audited accounts.

20. Thus, AGAR is a component of the Annual Renewal Fees which PEMRA is authorized to charge as per Section 19(4) read with Section 24 (4) (before the PEMRA Amendment Act, 2023) of the PEMRA Ordinance, 2002 at such rates as PEMRA may fix from time to time which rates have been prescribed under Rule 5 read with Table-I of Schedule B of the PEMRA Rules, 2009. As such, the AGAR component of the Annual Renewal Fee cannot be considered *ultra vires* the PEMRA Ordinance, 2002.

21. However, PEMRA has demanded AGAR has been demanded vide

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the Impugned Demand Notices issued to the Petitioners Nos. 2 to 9 who are the Appellants in C.M.As Nos. 46, 47, 48, 50, 51, 52, 53, and 54 from 2008 to 2021 (while the remaining Appellants have been charged from the year when the respective Appellant became a licensee of PEMRA till the year 2021) despite the fact that PEMRA Rules, 2009 by way of which AGAR was imposed for the first time were not framed till December, 2009. Therefore, any amount demanded as AGAR by way of the Impugned Demand Notices which pertains to a period prior to the framing of PEMRA Rules, 2009 is illegal, unlawful and beyond the mandate of the law.

Whether the Impugned Demand Notices have been issued by PEMRA? If not, to what effect?

22. The Petitioners/Appellants objected that the Impugned Demand Notices cannot be considered as having been issued by PEMRA which according to Section 6 of the PEMRA Ordinance, 2002 consists of a Chairman and 12 Members whereas the Impugned Demand Notices have been issued by the Deputy Director (Operations-Broadcast Media) with the approval of the Chairman, PEMRA.

23. However, provisions relied upon by the learned counsel for the Petitioners/Appellants in support of this argument pertain to the power to, *inter alia*, suspend or revoke the license. For instance, the learned counsel for the Petitioners/Appellants argued that under Section 30 it is PEMRA that has the power to revoke or suspend the license of a Broadcast Media or Distribution Service by an order, in writing, on account of, *inter alia*, failure to pay license pay, annual renewal fee, or any other charges; contravention of any provision of the Ordinance or its Rules or Regulations; and failure to comply with any condition of a license. He acknowledged that under Section 13 PEMRA may delegate any of its power or responsibilities or functions under the PEMRA Ordinance, 2002 to the Chairman or a Member or any Member of its staff, or an expert, consultant, adviser, or other officer or employee of PEMRA but argued that such delegation of powers shall not include the power to

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grant, revoke or cancel a broadcast media or distribution license except Cable TV. He submitted that the said provision has been substituted by the PEMRA Amendment Act, 2023 whereby the power of PEMRA to suspend a broadcast media license can be delegated to the Chairman and two Members of PEMRA. Thus the learned counsel for the Petitioners/Appellants vehemently argued that the Impugned Demand Notices under threats of cancellation, suspension of license could not have been issued by the Deputy Director with the approval of only the Chairman at the time of issuance and even today the approval of the Chairman alone is not sufficient.

24. Be that as it may, the Impugned Demand Notices do not threaten cancellation or suspension of the Petitioners/Appellants licenses. The Impugned Demand Notices direct the Petitioners/Appellants to deposit the alleged outstanding dues on account of AGAR while warning that proceedings for suspension/cancellation shall be initiated in case of failure to comply. A notice of demand which only warns of initiation of proceedings for cancellation/suspension in case of non-compliance does not fall within the ambit of Section 30 nor is it regulated by Section 13. Therefore, I do not find the Impugned Demand Notices to be without authority or jurisdiction.

Whether the Impugned Demand Notices could be issued without prior show cause notice?

25. A show cause notice is delivered to a person by an authority in order to get back a reply stating a reasonable cause as to why a particular action should not be taken with regard to an alleged violation of the law[1]. On the other hand, a demand/recovery notice simply warns that non-payment will constitute violation of law entailing consequences. There is no need for issuance of a show cause notice prior to raising a demand for payment of dues under the law. In the event that a demand notice requiring payment of dues is not complied with, PEMRA may take action

[1] *Commissioner Inland Revenue, Lahore Vs. Messrs Millat Tractors Limited*, 2024 SCMR 700; and *Commissioner Inland Revenue Vs. Jahangir Khan Tareen* , 2022 SCMR 92

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as provided for under the PEMRA Ordinance, 2002 and its rules and regulations for such non-compliance which would require issuance of prior show cause notices.

26. Indeed the Impugned Demand Notices state that in the event of failure to comply with the direction to deposit the alleged outstanding dues on account of AGAR proceedings shall be initiated for suspension/cancellation of licenses under the relevant provisions of the PEMRA laws and the terms and conditions of license. The first step to be taken in such proceedings would be the issuance of show cause notices. That stage has not yet arrived.

Whether AGAR can be recovered after substitution of Section 24(4) and addition of 24(4A) to the PEMRA ordinance, 2002 vide the PEMRA Amendment Act, 2023?

27. The learned counsel for the Petitioners/Appellants argued that even otherwise the Impugned Demand Notices are liable to be set aside as AGAR has been abolished with retrospective effect by virtue of the amendment of sub-Section (4) and addition of (4A) to Section 24 of the PEMRA Ordinance, 2009 by way of the PEMRA Amendment Act, 2023. He explained that under Section 24(4) the validity of a license depends on payment of annual fee which by virtue of the amendment to Section 24(4) does not include AGAR in any form whatsoever and by virtue of sub-Section (4A) thereof license renewal fee shall also not include AGAR in any from whatsoever. Therefore, he argued that AGAR can no longer be recovered pursuant to the Impugned Demand Notices as renewal of licenses is not conditional upon payment of AGAR in the previous term.

28. In this regard, the learned counsel for the Petitioners/Appellants also relied upon the minutes of the 186th PEMRA meeting held on 21-8-2025 in which it has been noted that the Ministry of Law and Justice vide its opinion dated 4-7-2025 informed PEMRA that in its opinion the amendments made vide the PEMRA Amendment Act, 2023 may be implemented retrospectively. PEMRA endorsed the legal opinion of the Ministry of Law and Justice and approved that all licenses whether

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expired prior to or after the promulgation of the PEMRA Amendment Act, 2023 will be renewed retrospectively in accordance with sub-Section (4) and (4A) of the Section 24 of the PEMRA Ordinance, 2002. He therefore argued that the validity of a license during the period of license is subject to annual fee but such annual fee does not include the impugned AGAR and similarly renewal of licenses upon expiry will also not be subject to payment of AGAR during the previous license period.

29 The learned counsel for PEMRA, on the other hand, while acknowledging that AGAR is no longer chargeable in view of the amendments made by way of the PEMRA Amendment Act, 2023 to Section 24(4) and through insertion of sub-Section (4A) but argued that such provisions are prospective in nature. Insofar as Section 24(4A) of the PEMRA Ordinance, 2002 is concerned, the learned counsel for PEMRA contended that there is a distinction between the Annual Renewal Fee chargeable under the Table-I contained in Schedule B of the PEMRA Rules, 2009 and the License Renewal Fee mentioned in Section 24(4A) of the PEMRA Ordinance, 2002 which is chargeable at the time of renewal pursuant to Regulation 9(1)(f) and 9(2) of the PEMRA Regulations, 2012. He therefore contended that non-payment of AGAR as part of the Annual Renewal Fee in previous years is valid ground for refusal to renew license unless the Impugned Demand Notices are complied with.

30. The Attorney General by way of written arguments has explained that the statutory distinction between "annual fee" and "renewal fee" is that the governing provision of law for the former is Section 24(4) whereas the governing provision for the latter Section 24(4A). Substantively the difference highlighted between the two is that while the former is recurring in nature during the license term and is required annually for continued validity of the license the latter is required only at the time of expiry for the grant of renewal for a fresh tenure.

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31. Sub-Section (4) and (4A) of Section 24 of the PEMRA Ordinance, 2002 as amended by the PEMRA Amendment Act, 2023 are reproduced herein below:

> *"(4) A licence of broadcast media shall be valid for a period of twenty years and distribution service licence shall be valid for a period not exceeding ten years from the issuance date subject to payment of* ***annual fee,*** *including late payment fee if any as may be prescribed from time to time* ***but shall not include annual gross advertisement revenue in any form whatsoever****.*
>
> *(4A)* ***License renewal fee*** *shall be fifty percent of applicable fee of last bid price of the same category* ***but shall not include annual gross advertisement revenue in any form whatsoever****."* [Emphasis added].

32. As may be seen from the above reproduction of Section 24(4) the validity of a license is subject to payment of *"annual fee"* and such annual fee does not include AGAR in any form whatsoever. Thus, starting from the promulgation of the PEMRA Amendment Act, 2023 a license is valid during its subsistence subject to payment of the Annual Renewal Fee but which does not include AGAR. The counsel for PEMRA has also confirmed that AGAR is no longer chargeable from 2023 onwards.

33. Although there is no explanation or rationale for such abolishment, the difference between Annual Renewal Fee and License Renewal Fee is apparent not only from the terminology but also given that the latter is to be calculated under Section 24(4A) with reference to the last bid price as opposed to the former which comprises a fixed fee plus a component based on the annual gross advertisement revenue as given in Table-I of Schedule B of the PEMRA Rules, 2009. There can therefore be no doubt that the License Renewal Fee referred to in Section 24(4A) is not the Annual Renewal Fee as per Table-I of Schedule B of the PEMRA Rules, 2009.

34. Given such distinction, however, the counsels for PEMRA could not explain the purpose for the clarification in Section 24(4A) that the License Renewal Fee shall not include AGAR in any form considering that there is no provision of law that makes AGAR part of the License Renewal Fee to begin with. Regardless it must be borne in mind that the

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vires of Section 24(4A) of the PEMRA Ordinance, 2002 is not under challenge before this Court in these proceedings. Since Section 24(4A) of the PEMRA Ordinance, 2002 unmistakably pertains to License Renewal Fee and not the Annual Renewal Fee, what is important to be noted for present purposes is that the said provision of law cannot be relied upon to conclude that AGAR has been abolished from the calculation of the Annual Renewal Fee retrospectively by arguing that license renewal is not subject to payment of AGAR in previous license period.

35. Coming to the minutes of the 186th PEMRA meeting held on 21-8-2025 which reveal that PEMRA, in view of the opinion of the Ministry of Law and Justice that the clarification made through amendment by insertion of sub-section (4A) to Section 24 of the PEMRA Ordinance, 2002 is beneficial, remediate, curative, explanatory or clarificatory in nature, decided that all licenses whether expired prior to or after the promulgation of the PEMRA Amendment Act, 2023 will be renewed retrospectively in accordance with sub-Section (4) and (4A) of the Section 24 of the PEMRA Ordinance, 2002. It bears emphasis that this shows that PEMRA has decided to renew all expired licenses while giving retrospective effect to Section 24(4) *and* 24(4A) of the PEMRA Ordinance, 2002.

36. The Attorney General for Pakistan has also confirmed that the decision was to extend the benefit of the amended Sections 24(4) *and* 24(4A) to all expired broadcast licenses irrespective of their date of expiry. The only conceivable retrospective effect of Section 24(4) would be that a license shall be valid for its stipulated term subject to payment of the annual fee which however will not include AGAR regardless of whether such term was prior or subsequent to the promulgation of the PEMRA Amendment Act, 2023. Yet it has been denied that AGAR has been abolished with retrospective effect. The reason given by the Attorney General by way of written arguments for the decision taken by PEMRA in its 186th meeting for giving retrospective effect to the amended Sections 24(4) and 24(4A) is the practical difficulty faced by the

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industry whereby a license expired immediately prior to the PEMRA Amendment Act, 2023 would be subjected to a higher amount of renewal fee while one expiring immediately after the said Act would be subjected to half of such amount solely due to timing of expiry and not due to any difference in category, market or regulatory treatment. In other words if the licensee was so lucky that its license expired one day after the PEMRA Amendment Act, 2023 he would have to pay half the amount for renewal than if he had been so unlucky that its license expired one day prior. Thus it was decided that renewal would be granted in accordance with Section 24(4A) regardless of date of expiry. However, to the extent of granting retrospective effect to the exclusion of AGAR from the annual fee it has been submitted by the Attorney General that waiver of past financial obligation cannot be given without express legislative intent. No explanation has been given as to what the retrospective effect of Section 24(4) would entail if not to abolish AGAR from previous license periods.

37. Be that as it may, statutes are presumed to be applicable to cases and facts which come into existence after their enactment unless there is an intention to give them retrospective effect which is expressed in plain, clear, and unambiguous language[2]. Nothing in Section 24(4) of the PEMRA Ordinance, 2002 suggests retrospective application notwithstanding any decision of PEMRA. Moreover, it is a substantive provision of law and not merely procedural in nature which therefore cannot be given retrospective effect[3]. Alternately, retrospective operation can be given to statutes remedial in nature[4] but remedial statute is intended to clear up an ambiguity or oversight in the prevailing or standing law and in its pith and substance corrects or modifies an existing law or an error that interferes with interpreting or applying the statute[5]. If its scope is not for clarification it cannot be deduced to be retroactive merely for the reason that it amounts to beneficial legislation[6]. The

[2] *Nabi Ahmed Vs. Home Secretary, Government of West Pakistan*, PLD 1969 SC 599
[3] *Commissioner of Income Tax Vs. Olympia*, 1987 PTD 739
[4] *Commissioner of Income Tax Vs. Shahnawaz Ltd.*, 1993 SCMR 73
[5] *Olympia (Supra)*
[6] *Messrs Rajby Industries Karachi Vs. Federation of Pakistan*, 2023 SCMR 1407

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removal of AGAR from the scope of Annual Renewal Fee by way of Section 24(4) is not to supply a conspicuous omission or to elucidate misgivings as to the meaning of the previous law[7]. Thus, the Petitioners/Appellants have failed to convince this Court that the amendments to Section 24 brought about by the PEMRA Amendment Act, 2023 can be interpreted so as to abolish AGAR retrospectively.

Whether AGAR can be imposed by PEMRA without rendering any service?

38. The learned counsel for the Petitioners/Appellants argued that there is no corresponding service that PEMRA provides in consideration of AGAR. Barrister Ahmed Pervaiz appearing on behalf of PEMRA argued that Article 73(3)(a) of the Constitution envisages a difference between a *fee for service rendered* and a *license fee*. The case law relied upon by the learned counsel for PEMRA establishes that a fee may either be *compensatory* or *regulatory* and in case of latter the element of *quid pro quo* is not required[8]. This Court in *Shell Pakistan Limited, Karachi Vs. Capital Development Authority*, PLD 2015 Islamabad 36 explained that when a fee is charged for rendering specific services the fee so charged is commensurate with the cost of rendering the service although exact arithmetical equivalence is not expected. On the other hand, 'regulatory license fee' can be charged when the activities for which license is given is required to be regulated or controlled. Such fees, is validly classifiable as a 'fee' and not a 'tax' although no service is rendered.

39. The Lahore High Court in *Messrs D.S. Textile Mills Limited Vs. Federation of Pakistan,* PLD 2016 Lahore 355 explained that a 'license fee' is a fee charged to permit or allow a person to operate within a regulatory scheme. It is charged to meet the administrative cost of maintaining the regulatory scheme for the benefit of community, a particular sector or public-at-large. Thus there ought to be a relationship

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[7] *Ibid.*

[8] *Shell Pakistan Limited, Karachi Vs. Capital Development Authority*, PLD 2015 Islamabad 36; *Messrs D.S. Textile Mills Limited Vs. Federation of Pakistan*, PLD 2016 Lahore 355; and *Trade Serve International (Pvt.) Limited and others vs. Pakistan Electronic Media Regulatory Authority and others*, PLD 2017 Lahore 563

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between the regulatory scheme and the charge. The government need not render some defined or specific services in return as long as the fee satisfies the limitation of being reasonable. The judgment holds that a license fee can be sustained as reasonable if there is a broad correlation between the expenditure incurred and the fees charged. The Court cautioned that a regulatory charge of fee is used to defray expenses relating to the regulatory scheme as opposed to raising revenue for the general expenditure of the government. In other words the regulatory fee is not a source of general revenue raised by government rather it is for the specific purpose of meeting administrative and other costs entailed in providing the regulatory functions for which the regulatory fee is charged in the form of license fee or its renewal. However, it was clarified that the dominant features or the pith and substance of the levy will be its regulatory characteristics and not its incidental revenue raising nature.

40. To this end, the Court in *Messrs D.S. Textile Mills Limited* held that in each case where the question arises whether the levy is in the nature of a fee the entire scheme of the statutory provisions, the duties and obligations imposed on the regulator and the nature of work done by them will have to be examined. In the said case the Court was examining the license fee imposed by the local government for the grant of license to carry on the business of cleaning, dyeing, preparing or manufacturing cloth and yarn (textile). In doing so, the Court observed that persons possessing considerable experience and expertise were required to enable the authorities to supervise, regulate, and monitor the activities for proper enforcement of the statutory provisions. It was also noted that compliance of the statutory provisions require inspection enjoined by the law not of a general nature but requiring expertise and training which would entail considerable expenses.

41. Under Section 4 of the PEMRA Ordinance, 2002 PEMRA is required to regulate the establishment and operation of all broadcast media and distribution services in Pakistan. To this end, eminent professionals of known integrity and competence having substantial

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experience in media, business, management, finance, economics or law are required to serve as Chairman and members. Staff, experts, consultants, advisors and other officers and employees are also to be appointed to carry out the purposes of the PEMRA Ordinance, 2002. Such officers may also be authorized to enter the premises of a broadcast media or distribution service to conduct inspection and search. PEMRA may set up offices and establish Councils of Complaints at places other than Islamabad. The foregoing would undoubtedly entail expenditure. Therefore, the Annual Renewal Fee, which PREMRA is authorized to impose pursuant to Section 19(4) of the PEMRA Ordinance, 2002 and of which AGAR is a component, is a regulatory fee for which no *quid pro quo* is necessary.

Whether AGAR has any co-relation with the costs incurred by PEMRA in furtherance of its regulatory functions under the PEMRA Ordinance, 2002 and whether it is reasonable and not excessive?

42. Having said that it is equally well-settled that 'regulatory license fee' must be reasonable and not excessive[9]. In *Trade Serve International (Private) Limited Vs. Pakistan Electronic Media Regulatory Authority*, PLD 2017 Lahore 563 the Lahore High Court reiterated that there must be a correlation between the fee charged and the cost of administration under the relevant law and that essentially the license fee must be commensurate with the cost of regulating although exact arithmetical equivalence is not expected. PEMRA, in its defense in the said case, argued that the license holder is allowed to use valuable state property in the form of radio spectrum but the Court found that spectrum allocation and utilization is regulated by the Pakistan Telecommunication Authority whereas in terms of the PEMRA Ordinance, 2002 the mandate of PEMRA is to issue licenses so as to enlarge the choice of information, education, and knowledge to the public through the media and thereafter to regulate content and the conduct of media broadcasters. The Court found that the renewal fee exceeded the license fee applicable for issuance of the license and held that it in no way justified the applicable regulatory cost. In such

[9] *ibid*

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circumstances the renewal fee demanded by PEMRA was declared illegal and against the mandate of the law.

43. In the instant case, PEMRA made no submission to this Court as to what costs it incurs while rendering its regulatory services under the PEMRA Ordinance, 2002. The learned counsel for PEMRA was asked repeatedly whether AGAR is excessive to which he responded that it cannot be regarded as excessive as it is a percentage of merely one component of the Petitioners/Appellants revenue whereas, the Petitioners/Appellants earn revenue from other streams as well. On the other hand, a scan over the case law relied upon by the learned counsel for PEMRA shows that the financial capability of the licensee is not relevant for the determination as to whether or not license fee is excessive. Therefore, this Court vide Order dated 11-11-2025 directed the learned counsels for PEMRA to submit a report containing the total amount expected to be recovered by PEMRA from *all* the TV Channels in Pakistan under the head of AGAR for the relevant period and a summary of the expenses sought to be covered through AGAR.

44. In compliance of the Order dated 11-11-2025 passed by this Court, PEMRA, on 6-01-2026 submitted its Report dated 31-12-2025 whereby it has been mentioned that delay in recovery of AGAR is impacting operational, developmental, and statutory financial commitments of PEMRA. However, during submissions explaining the contents of the Report Barrister Ahmed Pervaiz categorically submitted on behalf of PEMRA that the amount to be recovered as AGAR does not cover any operational expenses which are funded through other revenue sources. The table given under paragraph 3 of the Report which is reproduced herein below confirms that the expenses sought to be covered through recovery of AGAR are mostly in the nature of capital expenditure:

Description	**Anticipated Amount (Rs.)**
Construction of Institute for Capacity Building of Media Workers in Islamabad	10 Billion
For Media Workshops / Seminars /	1 Billion

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Trainings for Media Employees	
Construction of PEMRA Council of Complaints Office/Regional Office at Lahore	4.5 Billion
Construction of PEMRA Council of Complaints Office/Regional Office at Karachi	4.3 Billion
Construction of PEMRA Council of Complaints Office/Regional Office at Peshawar	3.7 Billion
Construction of PEMRA Council of Complaints Office/Regional Office at Quetta	3.5 Billion
Payment of Liability to Competition Commission of Pakistan	500 Million Approx
Purchase and construction of plots for PEMRA field Offices	20 Billion
Enhancing Monitoring Setup Nationwide to cover electronic as well as digital media	5 Billion

The sum total of the expenditure sought to be covered by the recovery of AGAR is Rs. 52.5 billion.

Rs. 10 billion for construction of Institute for Capacity Building of Media Workers in Islamabad and Rs. 36 billion for the construction of PEMRA Council of Complaints Office/Regional Office at Lahore, Karachi, Peshawar, and Quetta and purchase and construction of plots for PEMRA Field Offices

45. With regard to the very first anticipated expenditure of Rs. 10 billion given in the table in the Report for the construction of an institute for capacity building of media workers in Islamabad the learned counsel for the Petitioners/Appellants objected that the function of PEMRA pertaining to media workers was added in the year 2023 as is evident from paragraph (v) of the Preamble of the PEMRA Ordinance, 2002 and the substituted Section 26 and therefore argued that recovery of AGAR as per the Impugned Demand Notices from 2008 to 2021 cannot be justified on the basis of expenses that had no correlation with PEMRA's functions at time of the introduction of the levy of AGAR by way of the PEMRA Rules, 2009.

46. The learned counsel for PEMRA rebutted by stating that paragraph (v) of the Preamble of the PEMRA Ordinance, 2002 being relied upon by

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the learned counsel for the Petitioners/Appellants pertains to payment of salaries of media workers which has nothing to do with the expense of construction of the institute for capacity building of media workers that such expense pertains to the general functions of PEMRA. He pointed out that under Section 3 (3) of the PEMRA Ordinance, 2002 PEMRA may setup regional offices.

47. In my opinion, PEMRA could not justify any connection between the colossal costs anticipated for the construction of an institute for capacity building of media workers and the functions of PEMRA as laid down in Section 4 of the PEMRA Ordinance, 2002. Also there is no difference between Regional and Field Offices as per the PEMRA Ordinance, 2002 yet the cost for the construction for each has been budgeted for separately without explanation.

48. Moreover, there is no underlying documentation/material available from the relevant time that construction of such an institute or even regional offices and Councils of Complaints which PEMRA may establish pursuant to Section 3(3) and Section 26(1) of the PEMRA Ordinance, 2002 was indeed contemplated at the time of framing of the PEMRA Rules, 2009 and that such costs were anticipated to be incurred. For instance there are no minutes of meetings held prior to the imposition of the impugned AGAR through the PEMRA Rules, 2009 which would shed light on the connection between the impugned levy and the costs purportedly intended to be defrayed through such levy. Even otherwise, there is no basis for how such construction costs were estimated or the time period for which they are relevant.

<u>Rs. 500 million for the payment of liability to the Competition Commission of Pakistan</u>

49. There is no indication as to the period for which the liability of Rs.500 million to the Competition Commission of Pakistan pertains to. Therefore, it cannot be ascertained whether the liability corresponds to the period for which AGAR has been demanded.

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Quantum of recovery as AGAR

50. Without prejudice to the foregoing, whether AGAR is excessive or not cannot be determined without consideration of the amounts available with PEMRA. Admittedly there are other streams of revenue available from which operational costs are met yet PEMRA has not disclosed the total amounts available in the PEMRA Fund in the form of license issuance fees and the fixed component of the Annual Renewal Fee and Licensee Renewal Fee or from other sources listed in Section 14 (1) of the PEMRA Ordinance, 2002 after meeting operational expenses.

51. Despite Order dated 11-11-2025 of this Court asking for the total amount expected to be recovered by PEMRA from *all* the TV Channels in Pakistan under the head of AGAR for the relevant period PEMRA by way of its Report dated 31-12-2025 has only confirmed the grand total expected to be recovered as AGAR from the 23Appellants before this Court which is approximately Rs. 32 billion. The learned counsel for PEMRA submitted that the quantum of the gross advertisement revenue of the remaining licensees is likely to be insignificant but that is not cogent reason for non-compliance with Court orders.

52. The learned counsel for PEMRA lamented that notwithstanding the Sindh High Court judgment dated 21-10-2024 passed in C.P. No. D-1151 of 2020 the Petitioners/Appellants have not disclosed their respective gross advertisement revenue as required under Regulation 12(2) of the PEMRA (Television Broadcast Station Operations) Regulations, 2012 **("PEMRA Regulations, 2012")** despite repeated demands and as such PEMRA was constrained to demand AGAR by way of the Impugned Demand Notices by calculating the same as per the total turnover of each Petitioner/Appellant given in their audited accounts. Therefore, he submitted that the actual amount to be recovered as AGAR from each Petitioner/Appellant could be less than the amounts demanded vide the Impugned Demand Notices with the result that the total amount recovered

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could also be less than the grand total anticipated in the Report.

53. While responding to the submissions made by the counsel for PEMRA with regard to the Report, the learned counsel for the Petitioners/Appellants submitted that there are over 130 Satellite TV Channels operating in the country, therefore the total amount to be recovered as AGAR from *all* Satellite TV Channels operating in the country would far exceed the admitted anticipated costs of PEMRA and as such argued that the impugned AGAR is clearly excessive. He also highlighted that the PEMRA Fund to be established under Section 14 (1) of the PEMRA Ordinance, 2002 consists of not just the fees for the issuance and renewal of licenses but also seed money by the Federal Government; loans obtained with the sanction of the Federal Government; foreign aid; and all other sums received from any other source.

54. Insofar as the total number of Satellite TV Channels is concerned, according to the PEMRA Report submitted on 8-1-2026, there were 74 Satellite TV Channels licensed to operate at the end of 2009 when AGAR was imposed by way of the PEMRA Rules, 2009. PEMRA issued a total of 40 licenses between 2010 and 2021 making a total of 114 licensed Satellite Channels at the end of the year 2021 and currently there are 132 such channels in operation. Yet PEMRA failed to submit the total amount recovered or expected to be recovered in the form of AGAR from the remaining Satellite TV Channels licensed by PEMRA during the period for which AGAR was demanded from the Petitioners/Appellants. Even if the actual amount recovered as AGAR is less than that demanded by way of the Impugned Demand Notices (given that the amount demanded has been calculated as per total turnover as opposed to the gross advertisement revenue) the grand total to be recovered in the form of AGAR from 74-114 Satellite TV Channels licensed to operate during the relevant period is likely to be substantially more than the grand total anticipated to be recovered as AGAR from 23 Appellants who are before this Court.

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55. Moreover, the fixed cost/capital expenditure sought to be defrayed by PEMRA through the recovery of AGAR do not pertain to the regulatory functions of PEMRA only in respect of Satellite TV Channels alone. Recovery of AGAR only from Satellite TV Channels to fund the general liability of PEMRA towards the Competition Commission of Pakistan and toward capital expenditure for the establishment/construction of regional offices/councils of complaints that will be used for the regulatory functions of PEMRA in respect of radio stations as well does not appear to be reasonable or justified and is in fact discriminatory.

56. In such circumstances, there appears to be no justification for the Annual Renewal Fee imposed on Satellite TV Channels to contain the AGAR component which is vague and may potentially exceed the cost incurred by PEMRA exponentially thereby making the dominant feature of the fee revenue raising rather than regulatory, which goes against the concept of regulatory fees.

57. For all the foregoing reasons, I find that PEMRA has failed to substantiate that the amount anticipated to be recovered in the form of AGAR from December, 2009 to 2021 from the licensed Satellite TV Channels was in relation to its functions as envisaged under the PEMRA Ordinance, 2002 and that it was reasonable and not excessive.

58. The Impugned Demand Notices are essentially recovery notices and as such do not fall within the scope of Section 30-A of the PEMRA Ordinance, 2002 where under an appeal lies to High Court against any decision or order of PEMRA. In such circumstances, however, Constitutional petition would be maintainable for lack of alternate, adequate remedy and therefore the C.M.As listed in the Annexure are converted into writ petitions. The office is directed to assign numbers to the Writ Petitions accordingly.

59. In view of the foregoing, the titled Writ Petition No. 1252 of 2022

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and the C.M.As as per the Annexure converted to Writ Petitions are hereby **allowed** to the extent that the impugned AGAR is declared unreasonable and excessive, and as such illegal, unlawful, and unjustified and resultantly the Impugned Demand Notices are hereby set aside.

(SAMAN RAFAT IMTIAZ)
JUDGE

Announced in the open Court on the 9th day of February, 2026.

JUDGE

M. JUNAID USMAN

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ANNEXURE

Sr. No.	C.M.A. No.	Title of the case.	Date of Impugned Demand Notice	Converted into Writ Petition No.
1.	46 of 2022	M/s Independent Media Corporation (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	10-3-2022	650 of 2026
2.	47 of 2022	M/s Independent Media Corporation (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	10-3-2022	651 of 2026
3.	48 of 2022	M/s Jaag Broadcasting Systems (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	11-3-2022	652 of 2026
4.	50 of 2022	M/s Television Media Network (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	11-3-2022	653 of 2026
5.	51 of 2022	M/s Central Media Network (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	11-3-2022	654 of 2026
6.	52 of 2022	M/s National Communication Services (SMC-Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	11-3-2022	655 of 2026
7.	53 of 2022	M/s Aurora Broadcasting Services (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	11-3-2022	656 of 2026
8.	54 of 2022	M/s Independent Music Group (SMC-Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	10-3-2022	657 of 2026
9.	58 of 2022	M/s Recorder Television Network (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	16-3-2022	658 of 2026
10.	59 of 2022	M/s Kashish Television Network (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	16-3-2022	659 of 2026
11.	60 of 2022	M/s ARY Communications Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	17-3-2022	660 of 2026
12.	61 of 2022	M/s Vision Network TV (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory	16-3-2022	661 of 2026

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		Authority (PEMRA)		
13.	62 of 2022	M/s City News Network (SMC-Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	16-3-2022	662 of 2026
14.	63 of 2022	M/s Rohi Entertainment Company (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	17-3-2022	663 of 2026
15	64 of 2022	M/s Fun Infotainment Network (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	16-3-2022	664 of 2026
16.	65 of 2022	M/s Interact (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	16-3-2022	665 of 2026
17.	66 of 2022	M/s Airwaves Media (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	16-3-2022	666 of 2026
18.	67 of 2022	M/s 24-7 Media Network (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	17-3-2022	667 of 2026
19.	68 of 2022	M/s Sports Star International (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	16-3-2022	668 of 2026
20.	69 of 2022	M/s Apna TV Channel (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	16-3-2022	669 of 2026
21.	70 of 2022	M/s HB Media (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	17-3-2022	670 of 2026
22.	71 of 2022	M/s AVT Channels (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	16-3-2022	671 of 2026
23.	72 of 2022	M/s Leo Communication (Pvt.) Limited Vs. Pakistan Electronic Media Regulatory Authority (PEMRA)	17-3-2022	672 of 2026

Approved for Reporting
Blue Slip added.

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