ORDER SHEET

IN THE ISLAMABAD HIGH COURT, ISLAMABAD
JUDICIAL DEPARTMENT

W.P. No. 4343-2026

Naveed Aslam

Versus

The Additional District & Sessions Judge-X, Islamabad (West), etc.

S. No. of order/ proceedings	Date of order/ Proceedings	Order with signature of Judge and that of parties or counsel where necessary.
	07.09.2026	Mr. Mir Afzal Malik, Advocate for the petitioner.

Through the instant petition, under Article 199 of the Constitution of the Islamic Republic of Pakistan, 1973, the petitioner has impugned order dated 13.05.2026 passed by the learned Additional District Judge-X/Gas Utility Court, Islamabad (West), whereby an application under Order I Rule 10(2) of the Code of Civil Procedure, 1908 **("CPC")**, seeking impleadment of the petitioner and respondent No.4 as defendants in the suit instituted by respondent No.2 i.e., Sui Northern Gas Pipelines Limited **("SNGPL")**, was dismissed.

2. Briefly stated, the facts of the case are that respondent No.2/SNGPL instituted a suit for recovery of Rs.450,170/- against respondent No.3, Mirza Muhammad Aslam Baig. It was pleaded therein that a gas connection bearing Consumer No.80707330009 had been provided to respondent No.3 pursuant to a contract executed between the parties; however, the terms and conditions thereof were violated by changing the use/tariff of the premises from domestic to commercial and operating a guest house under the name and style of "White Rose Guest House", besides allegedly tampering with the gas meter. On account thereof, an amount of Rs.450,170/- was claimed to be outstanding against respondent No.3.

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3. During the pendency of the suit, an application under Order I Rule 10(2), CPC was moved seeking impleadment of the petitioner, Naveed Aslam, and respondent No.4, Abdul Hafeez, as defendants. It was asserted that respondent No.3 had transferred the property in question to respondent No.4 long ago, whereas the petitioner was occupying the premises as a tenant; therefore, they were necessary parties to the proceedings. The learned Additional District Judge/Gas Utility Court, through the impugned order dated 13.05.2026, dismissed the application; hence, the instant petition.

4. Learned counsel for the petitioner contends that the learned Court below failed to appreciate that respondent No.3 was no longer the owner of the premises; that the property had been transferred to respondent No.4 and was presently in the use and occupation of the petitioner as a tenant; and that their presence was, therefore, necessary for the complete and effectual adjudication of the controversy. It is further contended that documents relating to the transfer of the property had been produced before the learned Court below but were not taken into consideration while passing the impugned order.

5. Order I Rule 10(2), CPC empowers a Court, at any stage of the proceedings, to add a person who ought to have been joined as a party or whose presence before the Court is necessary to enable it effectually and completely to adjudicate upon and settle all the questions involved in the suit. Thus, the determinative consideration is whether the presence of the proposed party is necessary or proper for the adjudication of the controversy actually involved in the proceedings.

6. In the present case, the controversy before the learned Gas Utility Court emanates from a gas connection sanctioned in the name of respondent No.3 and the contractual relationship asserted by SNGPL

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with him. The recovery sought by SNGPL is founded upon the alleged violation of the terms and conditions governing the said connection, including the alleged unauthorized change in the use/tariff of the premises and tampering with the gas meter.

7. There is yet another aspect of the matter which assumes significance. Section 2(1)(b) of the Gas (Theft Control and Recovery) Act, 2016 **("the Act"**) defines a "consumer" to include, inter alia, a successor-in-interest and assignees of a consumer. The expression "successor-in-interest" has separately been defined in section 2(1)(n) of the Act to include a person who, by inheritance or transfer by way of sale, lease, mortgage, gift, exchange, assignment or any other mode of transfer, succeeds to or acquires any share or interest in the property or premises in respect whereof any charge for gas was or has become due. Significantly, the definition expressly excludes a person who occupies such premises merely as a tenant. For the purpose of clarity, sections 2(1)(b) and 2(1)(n) of the Act are reproduced hereunder:

> Section 2(1)(b) Consumer:
> "consumer" includes a person who receives a supply of gas under a gas sales agreement for the specific purpose of consumption and a premises that is connected to a gas pipeline for the purposes of obtaining supply of gas and includes a successor-in-interest and assignees of a consumer and also includes compressed natural gas (CNG) stations which receive gas for their own consumption or resale for vehicular use.
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> Section 2(1)(n) Successor-in-Interest:
> "successor-in-interest" includes a person who either by inheritance or by transfer by way of sale, lease, mortgage, gift, exchange, assignment or other mode of transfer, happens to succeed to, acquire any share or interest in, benami or otherwise, the property or premises for which any charge for gas was or has become due, an ostensible owner of any such property or premises, but does not include a person who occupies such premises merely as a tenant.

8. A plain reading of the aforesaid provisions makes it clear that a person occupying the premises merely as a tenant is expressly excluded from the definition of "successor-in-interest" and, consequently, cannot

claim the status of a "consumer" solely by virtue of such tenancy. The statutory scheme, therefore, does not fasten upon a mere tenant the status or liabilities of a consumer or successor-in-interest in respect of charges due against the premises, unless an independent legal basis is established showing that such person received the supply of gas under a gas sales agreement or otherwise falls within the statutory definition.

9. It is a settled principle of statutory interpretation that where the language of a statute is plain and unambiguous, it must be given effect according to its ordinary meaning, and nothing may be added to or imported into it. Reference in this regard may be made to *Ghulam Haider and others v. Murad through Legal Representatives and others (PLD 2012 SC 501)* and *Sui Northern Gas Pipelines Limited v. Director (Legal), President Secretariat (Public), Aiwan-e-Sadr (PLD 2018 Islamabad 51)*.

10. The petitioner himself claims to be occupying the premises merely as a tenant. Therefore, on his own showing, he does not fall within the definition of "successor-in-interest" for the purposes of section 2(1)(n) of the Act. His mere occupation of the premises as a tenant, without anything further demonstrating a legal interest in the liability forming the subject matter of the recovery suit, does not make him a necessary or proper party thereto.

11. As regards respondent No.4, the petitioner asserts that respondent No.3 had transferred the property in his favour. However, no document establishing the ownership of, or transfer of the property in favour of, respondent No.4 has been annexed with the instant petition. Although it has been asserted that a transfer or allotment letter was produced before the learned Gas Utility Court, the document forming the basis of such assertion has not been placed before this Court. In its absence, no

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material is available before this Court to conclude that the finding recorded by the learned Gas Utility Court regarding the absence of documentary proof is contrary to the record. A person invoking the constitutional jurisdiction of this Court for setting aside an order on the ground that material evidence was ignored, must be placed such material before the Court.

12. Even otherwise, a mere assertion of subsequent ownership or occupation of the premises would not, by itself, satisfy the requirements of Order I Rule 10(2), CPC. A necessary party is one in whose absence no effective decree can be passed, whereas a proper party is one whose presence enables the Court to completely and finally adjudicate upon the controversy involved in the proceedings. Reference may be placed on *Muhammad Shakeel v. Additional District Judge Faisalabad (PLD 2025 SC 572)*, *Capt. Syed Shahrukh Abbas v. Aga Faqir Muhammad (2011 CLC 401)* and *Amna Fayyaz v. Additional District Judge, West-Islamabad (2026 CLC 673).* The petitioner has failed to demonstrate how the recovery claim instituted by SNGPL against respondent No.3, arising out of the gas connection standing in his name and the alleged violations attributed to him, cannot be effectively adjudicated in the absence of the petitioner and respondent No.4.

13. The contention that certain documents relating to the transfer of the property were produced before the learned Court below, therefore, does not advance the petitioner's case. Apart from the fact that such material has not been placed before this Court, the question of impleadment has to be determined with reference to the nature of the controversy and the relief claimed in the suit. No relief has presently been claimed by SNGPL against the petitioner or respondent No.4, nor

has it been demonstrated that an effective decree in the suit cannot be passed in their absence.

14. The impugned order was passed in the exercise of the discretion vested in the learned Court under Order I Rule 10(2), CPC. Constitutional jurisdiction is not meant to substitute the discretion of this Court for that of the Court seized of the proceedings merely because another view may also be possible. Interference would be warranted only where such discretion has been exercised arbitrarily, perversely, without jurisdiction, or in disregard of the settled principles governing its exercise. No such defect has been established in the present case.

15. It is a settled principle of law that the extraordinary constitutional jurisdiction of this Court under Article 199 of the Constitution is supervisory and discretionary in nature and is intended, inter alia, to correct jurisdictional defects, patent illegalities and arbitrary exercises of authority by subordinate forums. It does not empower this Court to act as a court of appeal or to substitute its own opinion for that of the forum lawfully seized of the matter. Reference may be made to *Mohammad Ziafat v. Tariq Nawaz Khan Tareen (2026 SCMR 1132)*, *Shafqat Ali v. Zaib-un-Nisa (2026 SCMR 494)* and *Muhammad Lehrasab Khan v. Aqeel-un-Nisa (2011 SCMR 338)*.

16. Consequently, this Court finds no jurisdictional defect, material irregularity or perversity in the impugned order dated 13.05.2026 warranting interference in the exercise of constitutional jurisdiction under Article 199 of the Constitution.

17. For the foregoing reasons, the instant writ petition, being devoid of merit, is **dismissed in limine**. It is, however, clarified that the observations made herein are confined to the question of impleadment

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under Order I Rule 10(2), CPC and shall not be construed as an expression of opinion regarding the ownership of the premises or the liability of any person for the amount claimed by SNGPL. Any such question, if arising before the learned Gas Utility Court, shall be determined strictly in accordance with law.

(AYYAZ SHAUKAT)
JUDGE

Saeed.

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