



PAKISTAN TELECOMMUNICATION AUTHORITY  
HEADQUARTERS, F-5/1, ISLAMABAD

**Enforcement Order under Sub-Section 3 of Section 23 of the Pakistan Telecommunication (Re-organization) Act, 1996 against Wise Communication Systems (Pvt.) Ltd. for non-payment of Non Sub-judice Dues on Account of Access Promotion Contribution of Rs. 985,007,005 (Principle 328,921,161 + LPAF as of 15<sup>th</sup> Sep 2021 656,085,844) for the period from November 2008 to February 2009, October 2009 to January 2010, and July 2011 to January 2012**

No: 04-01/11/(AP/CA)PTA/120/536

Show Cause Notices:	17 <sup>th</sup> November 2016
Venue of Hearing:	PTA HQs, Islamabad
Hearings:	(i) 12-01-2017
	(ii) 12-09-2017
	(iii) 28-11-2018
	(iv) 14-05-2019
	(v) 20-08-2020
	(vi) 14-07-2021

**Panel of Hearing:**

Maj. Gen. Amir Azeem Bajwa (R):	Chairman
Dr. Khawar Siddique Khokhar:	Member (Compliance & Enforcement)
Muhammad Naveed:	Member (Finance)

**Issue:**

**“Non-Payment of Non Sub-judice Dues on account of APC for USF Rs. 985,007,005 (Principle 328,921,161 + LPAF as of 15<sup>th</sup> Sep 2021 656,085,844)”**

**DECISION OF THE AUTHORITY**

**1. BRIEF FACTS:**

1.1 Brief facts of the case are that Wise Communication Systems (Pvt.) Limited (the “licensee”) is a Limited Company incorporated under the Companies Ordinance, 1984 and is engaged in the business of operating telecommunication system as a Long Distance International (LDI) pursuant to the non-exclusive License No.LDI-05 (10)-2004 dated 3<sup>rd</sup> August 2004 (the “license”) issued by the Pakistan Telecommunication Authority (the “Authority”) to establish, maintain and operate Telecommunication System in licensed region on the terms & conditions contained in the license. Being a license holder, the licensee is under an obligation to comply with the provision(s) of Pakistan Telecommunication (Re-organization) Act, 1996 (the “Act”), the Pakistan Telecommunication Rules, 2000 (the “Rules”), Access Promotion Rules, 2004 (the “AP Rules”), Access Promotion Regulations, 2005 (the “AP Regulations”) and terms and conditions of licenses in true letter and spirit.



1.2 In accordance with terms and condition of the license, the licensee is authorized to terminate international telephony traffic. In accordance with applicable regulatory regime, the licensee is under obligation to seek approval of the Authority before entering into agreement with international operators for bringing international telephony services in Pakistan and terminate either on Cellular Mobile operator or Local Loop operators. As per AP Rules, AP Regulations and license terms and conditions, the licensee is under an obligation to pay APC for USF Contribution (“**contribution**”) in accordance with rates notified by the Authority.

1.3 As per rule 5(2) of AP Rules and regulation 10(2) of AP Regulation, payment of APC for USF Contribution is payable within ninety (90) days after the end of the calendar month for which the payment obligation arises.

1.4 The Authority in accordance with rule 9 of AP Rules and in consultation with all stakeholders including the licensee, notified rates for charging Access Promotion Contribution (the "APC"). In accordance with notifications and international minutes reported by the licensee for the period **November 2008 to February 2009, October 2009 to January 2010 and July 2011 to January 2012**, the Authority issued demand notes along with reminders for making payments on account of APC for USF contribution.

1.5 It would not be out of context to mention here that as per available record, the licensee for the period of April 2005 to May 2007, August 2009, September 2009, February 2010 to June 2011 already paid the contribution in accordance with notifications and formula as determined by the Authority.

## **2. SHOW CAUSE NOTICE UNDER SECTION 23 OF THE ACT:**

2.1 The licensee vide letter No. 04-01/11(AP/CA)PTA/120/2 dated 30<sup>th</sup> August 2016 was required to pay outstanding dues of Rs.1,593,943,915/- (as of July 2016) on account of contribution. The licensee did not pay any heed to make the payment. As a consequence, thereof, a Show Cause Notice (SCN) dated 17<sup>th</sup> November 2016 under section 23 of the Act was issued required therein to remedy the contravention by making the said payment. Instead of submitting reply to the SCN, the licensee preferred to file a Writ Petition No.39005 of 2016 before the Honorable Lahore High Court. The Honorable court vide its order dated 14<sup>th</sup> December 2016 disposed of the case in the following manner:

*“.... Let the petitioner file reply / objections to the impugned show cause notice within a period of 07 days. After having received reply / objections to the impugned show cause notice, the respondents shall decide the same strictly in accordance with law, after affording opportunity of hearing to all concerned, and through a well-reasoned speaking order; and, till then no coercive measure shall be adopted for recovery of the amount mentioned in the show cause notice.....”*

2.2 In light of court order, the licensee through its legal counsel Kalim Ilyas (Law Associates) submitted a reply to SCN vide its letter No. Nil dated 21<sup>st</sup> December 2016. Main contentions of the licensee are as under:

1. APC for USF has not been calculated in accordance with law including the Pakistan Telecommunication (Re-organization) Act, 1996, the Access Promotion



*Rules, 2004, the Access Promotion Regulations, 2005, the Universal Fund Rules, 2006, the judgment dated 23-11-2015 in FAO No.340/2012, of Hon'ble Lahore High Court.*

- 2. The APC was to continue till the time premium existed and APC was to be in commensurate with the declining prices, initially when APC was being paid it was above the cost. But with the passage of time the international prices have reduced and as a result premium has decreased. Despite that PTA pressed for fixed payment of APC for USF and applied the higher rate at which the business was not done whereas LDIs claim that it cannot be changed from them out of their share (LDI share) or out of their pocket as it was agreed and represented by the government and other authorities.*
- 3. The SCN is in clear violation of the judgment of this Hon'ble Court and the law as discussed in the judgment. SCN has been issued directing Wise Communication Systems (Pvt.) Ltd. to pay the APC for USF contribution of Rs. 1,147,831,220 (principal Rs. 328,921,161 + fine Rs. 818,910,059) (excluding sub-judice amount of Rs. 466,112,695 under challenge in Suit No.921/2016) within seven days of the issuance of the notice and to explain in writing within thirty days as to why the license should not be suspended, terminated, etc. Two time periods for complying with the notice have been given and it has further been mentioned that non-responding to the notice within the stipulated time would justify the Authority (PTA) to pass any of the penal orders. Although reply time has been given as 30 days but other time period was to expire even before submission of reply which could have resulted in penal measures against Wise Communication Systems (Pvt.) Ltd., despite the judgment of the Hon'ble High Court. There was ambiguity in SCN and contradictions in the comments of the SCN particularly about the two time periods. And the SCN also contains illegal amount which was ordered to be paid in seven days even that within the date of issuance of notice which itself amounted to unreasonable and illegal way of making recoveries without providing opportunity of hearing. Even otherwise, it is worth considering that Wise Communication's Rs.185 million lying in Escrow account have not been deducted from the alleged principal amount of Rs.328 million (mentioned in SCN per PTA's calculations) when that escrow amount is deducted then even per PTA's calculation the principal amount comes to Rs.143 million. But when the amount is calculated in conformity with the law and the judgment of Hon'ble High Court then it is the Wise Communication which has overpaid the amount of APC for USF.*
- 4. The SCN, hence, is based on incorrect, unlawful calculations because it does not conform to the formula provided in the Rules/Regulations as further clarified by the Hon'ble High Court, as submitted above.*
- 5. The issue has already been decided in accord with the chain of documents, representations made by the Government and PTA from time to time as submitted above. It may be noted keeping in view the representations, especially, that LDIs share would be protected, investment was made.*



6. *To further assist PTA and to clarify the matter that how Hon'ble High Court earlier had reached at the above conclusion and how SCN is illegal, the relevant material (relating to APC and other contributions starting from the year 2003) as mentioned above is self-explanatory to the effect that:*
- a.) APC for USF could only be collected from the negotiated amount (the negotiation margin allowed by concept of permissible range) between the LDIs and foreign operators.*
  - b.) The contribution was based on the premium over the cost which premium admittedly has been decreasing with the passage of time (as admitted by PTA) and ultimately has fallen so low that PTA itself stopped receiving the contribution. The APC was to continue only till the existence of premium.*
  - c.) The concept which has been explained in 2003 Policy continuously remained so in later documents and even the Act, Rules, and Regulations provide for the same.*
  - d.) LDIs share was secured and fixed.*
  - e.) PTA's stance was also not legal because some contributions (Research and Development Contribution, USF Contribution) were to be payable as fixed percentage on the revenues of LDIs (i.e. having no relationship with the AAR or ASR, etc.) in contrast to APC which was not a fixed percentage and not out of the revenues but was the remaining amount after deduction of LDIs share. So this also strengthened LDIs stance.*
  - f.) Further it has been several times mentioned that PTA would 'review' or determine the rates, etc. which power obviously was given keeping in view the fact that APC for USF was changeable according to the prevailing market prices/circumstances. If the intention had been that APC was to be payable notwithstanding reduction in prices and as a fixed % on revenue, there was no need to provide for review/determination powers. PTA could not on its own determine any amount/rate.*
  - g.) The rate determination process has nexus or connection with the market prices and the rate could not be in vacuum ignoring the market factors and ignoring the share of LDIs.*
  - h.) Once the premium reduced and came to zero, LDIs could not be forced to still provide contribution to the fund which even otherwise requires funding by government as well and LDIs could not be burdened with all the contribution.*
  - i.) The formulas provided show that it was the amount after deduction of LDI share and cost which implies that APC could be zero or negative so not payable in contrast to other contribution as fixed % on revenue.*
7. *Some other issues are also pending adjudication between LDIs and PTA. Wise*



*Communication challenged the actions of PTA through civil suit (No.921/2011) for declaration, injunction, and recovery of amount illegally recovered from the petitioner, in which the operation of notice of suspension was suspended. In that respect too PTA has not followed the law which resulted in excessive payments by the petitioner.*

8. *In view of above, it is requested the subject SCN may kindly be withdrawn being in violation of the above mentioned legal position, and it is further requested that the amount of APC for USF may kindly be recalculated/determined after giving opportunity of hearing to Wise Communication, keeping in view the above stated legal position.*

2.3 In order to proceed further in the matter, the case was fixed for hearings before the Authority on 12<sup>th</sup> January 2017, 12<sup>th</sup> September 2017, 28<sup>th</sup> November 2018 and 14<sup>th</sup> May, 2019. Mr. Arsalan, Binyamin Advocate High Court (Legal adviser), Mr. Afzal Hussain Advocate High Court (Legal Counsel), Mr. Tajammal Hussain (Manager Finance) and Mr. Naeem Abbas (CTO) attended the hearings on behalf of the licensee. During hearings, the licensee reiterated the same as contended vide its reply to SCN. After hearing the licensee, the Authority passed an Enforcement order dated 21<sup>st</sup> November 2019 whereby the licensee was required to make the payment within fifteen (15) days from the date of receipt of the said order.

2.4 Being aggrieved from enforcement order dated 21<sup>st</sup> November 2019, the licensee filed Misc. Appeal No. 67/2019 before the Honorable Sindh High Court at Karachi. The Honorable Sindh High Court, Karachi vide order dated 5<sup>th</sup> March 2020, remanded the matter back to the Authority for giving the licensee a fresh comprehensive lawful hearing opportunity and to pass afresh order after hearing the licensee within fifteen (15) days.

2.5 The matter was fixed for hearing on 27<sup>th</sup> August 2020. The licensee before the date of hearing vide letter dated 26<sup>th</sup> August 2020 submitted written submissions thereby showing its willingness to pay remaining APC for USF dues in 36 installments. In addition, the licensee has requested that escrow amount may be adjusted against principal dues by excluding Late Payment Additional Fee (LPAF) because the dispute pertaining to APC is related to 2005 to 2012 and the term fine was applicable during that period. In the instant matter, LPAF was introduced vide Access Promotion (Amendment) Regulations 2016, which cannot be applied retrospectively, therefore, the Authority is requested to completely withdraw its claim of LPAF against the licensee.

2.6 Thereafter, pursuant to the hearing dated 27<sup>th</sup> August 2020 and in accordance with the meeting dated 1<sup>st</sup> January 2021, the licensee vide letter dated 26<sup>th</sup> January 2021 submitted another plan for the payment of the outstanding dues. In its plan, the licensee agreed to pay the remaining outstanding dues of Rs. 501,425,468/- in thirty (30) equal monthly installments of Pak Rupees 16,712,812 which will be paid before 10<sup>th</sup> day every month, excluding Rs. 205,383,679/- (already paid by the licensee through cheques), Rs. 265,792,301/- (deposited in Escrow account including interest) and Rs. 7,947,720/- (Multinet traffic adjustment not payable by the licensee, against billed amount of Rs. 980,549,068/-).



Dated: 12<sup>th</sup> October, 2021

2.7 Later on, in order to exclude interest/ profit in the Escrow account, the licensee submitted revised payment plan pursuant to meeting dated 1<sup>st</sup> February 2021 for the payment of outstanding dues. In its revised plan, the licensee agreed to pay the remaining outstanding dues of Rs. 580,586,182/- in thirty-four (34) equal installment of Rs. 17,076,064/- which will be paid before 10<sup>th</sup> day every month, excluding Rs. 205,383,679/- (already paid by the licensee through cheques), Rs. 186,631,587 (deposited in Escrow account without profit) and Rs. 7,947,720/- (Multinet traffic adjustment not payable by the licensee), against billed amount.

2.8 Considering the aforementioned initial and subsequent payment plans, the licensee vide PTA's letter dated 17<sup>th</sup> February, 2021 was directed to settle the principal APC for USF outstanding amount from the principal amount of Escrow account and pay balance amount of APC for USF in thirty (30) equal installments through post-dated cheques and LPAF shall continue to incur on the outstanding APC for USF amount once the decision to this effect is made by courts. In response to the Authority's directions, the licensee vide letter dated 9<sup>th</sup> March 2021 showed agreement to adjust principal APC for USF dues with principal amount deposited in Escrow account in thirty (30) monthly equal installments while profit to be kept in Escrow account, however, the licensee vide letter dated 15<sup>th</sup> March 2021 and 2<sup>nd</sup> April 2021 requested to withdraw the condition of depositing post-dated cheques. The request of submission to withdrawal of post-dated cheque was not acceded to by the Authority. It is relevant to point out that the licensee agreed to submit undertaking for depositing the installments on time.

2.9 The licensee vide letter dated 20<sup>th</sup> April 2021 withdrew its request of amicable settlement of dispute of APC for USF contribution and requested for granting an opportunity of hearing in terms of the Honorable Sindh High Court, Karachi order dated 5<sup>th</sup> March 2020 passed in Miscellaneous Appeal No. 67/2019. As per request of the licensee, an opportunity of hearing was again granted to the licensee on 14<sup>th</sup> July 2021. Mr. Naeem Abbas (CTO), Mr. Tajammal Hussain (Manager Finance), Barrister Afzal Hussain, Advocate High Court (Legal Counsel), and Mr. Arsalan Binyamin, Advocate High Court (Legal adviser) attended the hearing on behalf of the licensee on the said date. During the hearing, the representatives of the licensee contended the same as stated in reply to the SCN and submitted its written submissions. Relevant / crux of the submission are given below:

- a. *The matter is sub-judice in civil suit No.921 of 2011 and H.C.A 232 of 20218 before the Honorable Sindh High Court at Karachi, therefore, SCN dated 17<sup>th</sup> November 2016 is unwarranted under the law.*
- b. *Calculation in the SCN are not correct i.e., fine was incorrectly calculated (If Principal Amount is **328,921,161** then fine should be **347,542,040** which is **106%**, therefore, in SCN it should be mentioned as **Rs 676,463,201**. This SCN needs to be withdrawn on this single score alone.*
- c. *According to licensee, complete amount is sub-judice and this question of fact and law is to be decided by the Honorable Sindh High Court, Karachi in Civil Suit No. 921/2011 and Appeal No. 232/2018 which are pending adjudication, hence, this notice is liable to be withdrawn.*
- d. *The licensee explained that the late payment additional fee cannot be levied on the licensee because the subject matter (dispute) of APC for USF Contribution is for the Year 2005 to 2012. Therefore, late payment additional fee does not attract in this case because the said late payment additional fee was*



introduced vide Access promotion (Amendment) Regulations, 2016 which cannot be applied retrospectively on the licensee. Hence, PTA is requested to completely withdraw its claim of late payment additional fee (LPAF) against the licensee.

- e. The licensee expressed that the amount of APC for USF has not been calculated in accordance with law — including the Pakistan Telecommunication (Re-organization) Act, 1996, the Access Promotion Rules, 2004, the Access Promotion Regulations, 2005, the Universal Fund Rules, 2006, the judgment dated 23-11-2015 (in FAO No. 340/2012) of Hon'ble Lahore High Court, Lahore on the similar issue — and also De-Regulation Policy for the Telecommunication Sector, July 2003, Information Memorandum - Long Distance International (LDI) & Local Loop (LL) Fixed Line Telecommunication Service Licenses - March 08, 2004, and the Terms and Conditions of LDI License).
- f. Rule 2 (P) of Access Promotion Rules, 2004 provides definition of "Permissible Range." Regulation 7(2) of Access Promotion Regulations, 2005 The formula for the payment of APC for USF is provided in regulation 7(2) of Regulations, 2005 i.e.  $(APC \text{ for USF} = ASR-LDIS-MTR) \times N$  Where: ASR = Approved Settlement Rate, LDIS = LDI Share, MTR = Mobile Termination Rate, N = No of call minute for the month of Incoming International Telephony Service.

**Rule-9 of AP Rules, 2004:** Review of APCL Contribution and APC for USF Contribution: - No less frequently than once every six months, the Authority shall review the levels of APCL Contribution and APC for USF Contribution:

Provided that under special circumstances, the Authority may, at any time, make a determination changing the APCL Contribution and APC for USF Contribution, from that currently in effect, in accordance with regulations to be made by the Authority.

In performing its review under sub-rule (1), the Authority shall consider recent changes in the Approved Accounting Rates, the margin available to an LDI Licensee from Incoming International Telephony Service taking into account the Approved Accounting Rates and the levels of APCL Contribution and APC for USF Contribution, and such other factors as the Authority considers appropriate.

The Authority shall notify any change in the APCL Contribution or APC for USF Contribution at least thirty days before such change becomes effective. The judgment dated 23-11-2015 (Hearing Date 22-0-2015) in FAO No. 340/2012 by the Honorable Lahore High Court, Principal Seat, Lahore (The Lahore high court has already laid down formula for calculation of APC for USF). Although Wise Comm is not party to the matter, however, it is a similar nature case.

- g. The above-mentioned judgment was challenged before the Hon'ble Supreme Court, however, The Supreme Court of Pakistan vide order dated 25-10-2019 held as follows.



*Civil Appeals No. 1107 to 1109 of 2018: We have heard the learned counsel for the parties at some length and have gone through the impugned judgment of the High Court, the record of the case and the law on the subject. We are not inclined to interfere in the impugned judgment and are of the view that it does not warrant any interference. As a consequence, the instant appeals are dismissed.*

*Civil Appeals No. 205, 207 & 209 to 212 of 2016: As far as these appeals are concerned, they are disposed of along with the listed CMAs, for the reasons given above, with the direction that the Authority {three members} will hear the matters afresh and decide the same within a period of fortnight from the date of receipt of this order. The impugned judgment of the Lahore High Court dated 23-11-2015 has not been examined by us on merits because these matters have been decided on the jurisdictional question of the constitution of the Authority. Therefore, the impugned judgment deciding the merits of the case, will not be treated as a precedent and will not influence the Authority while deciding the matters afresh. It is further clarified that this order will have no bearing on the decisions/orders of the Authority that stand past and closed."*

### **3. FINDINGS OF THE AUTHORITY:**

3.1 Matter heard record perused. After careful examination of record, findings of the Authority are as under:

#### **Obligation to pay APC for USF contribution and provision of information:**

3.1.1 In light of applicable regulatory framework, there is no dispute for making payment of APC for USF Contribution. The licensee also agreed to make payment on account of APC for USF. Most importantly, the licensee agreed to pay principle amount in installment as per rates calculated in accordance with notifications and applicable formula. However, the licensee on the issue of submission of post-dated cheques withdrew its request to make payment in installments.

3.1.2 As a matter of record, the Authority has provided and facilitated the licensee to clear outstanding dues in installments, however, it is the licensee who failed to make the payment in accordance with the installments. When the licensee was required to make payment through post-dated cheques the licensee withdrew its request.

3.1.3 For a matter of record, it would not be out of context to mention here that the licensee has not disputed international minutes terminated pursuant to license. In addition, the issue of vires of the AP Rules and AP Regulations has already been decided by the August Supreme Court of Pakistan in C.P Nos.139 to 144 of 2013 and C.P No.1384 of 2011 through order dated 22<sup>nd</sup> December 2015 wherein the judgment dated 21<sup>st</sup> January 2009 passed by the Honorable Islamabad High Court on the issue of vires of AP Rules and AP Regulations was upheld.



3.1.4 The Authority vide its notification No. 04-01/2004(5)/AP/PTA dated 31<sup>st</sup> August 2007 notified Settlement Rate, LDI Share and APC at US \$ 0.07 per minute, 0.05 per minute and US \$ 0.02 per minute respectively to be effective from 1<sup>st</sup> October 2007. During that period, permissible range of 95% was applicable. It is also pertinent to highlight that the Authority vide its letter No. 04-01/2009/AP-CA/PTA dated 30<sup>th</sup> April 2009 has mentioned the following facts.

*“The Authority, in exercise of its powers given under Access Promotion rules, 2004 and after considering the viewpoints of stakeholders along with the level of rates being offered by LDI operators to foreign carriers, has decided to revise the Permissible Range as ‘range of prices between the Approved Settlement Rate and seventy-Six Per cent (76%) of the Approved Settlement Rate. The said Permissible Range shall be effective from June 1, 2009”.*

3.1.5 Thus, all LDI licensees including the licensee could also calculate/ determine APC for USF contribution as per formula mentioned in sub-rule (4) of Rule 8 of AP Rules and Regulation 7(2) of AP Regulations.

3.1.6 It may also be noted that Rule 10(3) of AP Rules does not allow the licensee to give effect to any agreement or arrangement whether oral or written with foreign operator where the Approved Settlement Rate is expected to fall beyond permissible range. As per available record, the licensee did not submit any agreement regarding seeking approval from the Authority for bringing international incoming traffic at rates which were below permissible range.

3.1.7 As per applicable regulatory regime, the Authority demanded and calculated all amounts in accordance with applicable rules and regulations. It is the licensee who has failed to make the payment even in light of Lahore High Court order. Thus, persistent default on the part of licensee in terms of not making payments shows licensee's disobeying obligation(s) under the law.

3.1.8 In accordance with regulation 10(4) of the AP Regulations, LDI Licensee is under an obligation to make the payment, relating to disputed amount, into an escrow account, to be opened separately for APCL Contribution and APC for USF Contribution, as the case may be, within 90 days of close of the month to which such payment relates. The escrow bank account shall be maintained in the National Bank of Pakistan. Upon resolution of dispute, the winning party shall withdraw the amount from the escrow account along with the profit/make-up thereon, if any. In case, if the licensee feels that the amount is disputed, then as per the said Regulation, the same amount can be paid into the escrow account. Despite the mechanism provided for making the payment, even in case of any dispute, the licensee has not complied with the same, which tantamount a sheer violation of the said regulation.

3.1.9 With regard to submission of the licensee, with regard to calculation of amount in light of judgment dated 25<sup>th</sup> November 2015 passed by the Honorable Lahore High Court and filing of appeals before the August Supreme Court of Pakistan. It is clarified that the August Supreme Court of Pakistan has decided the appeals filed by the Authority in the following manner:

*“As far as these appeals are concerned, they are disposed of along with the listed*



Dated: 12<sup>th</sup> October, 2021

*CMAs, for the reasons given above, with the direction that the Authority (three members) will hear the matters afresh and decide the same within a period of fortnight from the date of receipt of this order. The impugned judgment of the Lahore High Court dated 23.11.2015 has not been examined by us on merits because these matters have been decided on the jurisdictional question of the constitution of the Authority. Therefore, the impugned judgment deciding the merits of the case, will not be treated as a precedent and will not influence the Authority while deciding the matters afresh. It is clarified that this order will have no bearing on the decisions/orders of the Authority that stand past and closed."*

#### 4. ORDER:

4.1 What has been discussed above, it is an admitted position that the licensee is persistently at fault in terms of making payment of non *sub-judice* dues of Rs. 985,007,005 (Principle 328,921,161 + LPAF as of 15<sup>th</sup> Sep 2021 656,085,844) on the account of APC for USF for the period of November 2008 to February 2009, October 2009 to January 2010 and July 2011 to January 2012 in accordance with the terms and conditions of the license and applicable regulatory laws and the directions of the Authority issued from time to time. The Authority decides as under:

- a. The licensee is directed to pay Rs. 985,007,005 (Principle 328,921,161 + LPAF as of 15<sup>th</sup> Sep 2021 656,085,844) on account of APC for USF contribution within a period of fifteen working days from the date of receipt of enforcement orders.
- b. In case of non-compliance of para 4.1(a) above, License No. LDI-05 (10)-2004 dated 3<sup>rd</sup> August 2004 shall stand suspended automatically after the due date.

**Maj. Gen. Amir Azeem Bajwa (R)**  
Chairman

**Muhammad Naveed**  
Member (Finance)

**Dr. Khawar Siddique Khokhar**  
Member (Compliance & Enforcement)

Signed on 12<sup>th</sup> day of October, 2021 and comprises of (10) pages only.