



House of the Federation

SENATE OF PAKISTAN

REPORT OF THE SUB-COMMITTEE OF THE SENATE STANDING COMMITTEE ON HUMAN RIGHTS

ON

*“To consider and recommend an amicable way forward for
provision of prosthetics/bionics replacements needed by Master
Umer as agreed by K-Electric in an out of court settlement
agreement to ensure wellbeing of the child”*

Presented by:

**SENATOR QURATULAIN MARRI
CONVENER**

SENATE SECRETARIAT

Subject: **REPORT OF THE SUB-COMMITTEE OF THE SENATE STANDING COMMITTEE ON HUMAN RIGHTS.**

The Senate Standing Committee on Human Rights in its meeting held on 1st December, 2022 constituted a sub-committee under sub-rule (1) of Rule 183 of the Rules of Procedure and Conduct of Business in the Senate, 2012. The Composition and Terms of Reference (TORs) of the Sub-Committee were as under:-

COMPOSITION

- | | | |
|------|-----------------------------------|----------|
| i. | Senator Quratulain Marri | Convener |
| ii. | Senator Seeme Ezdi | Member |
| iii. | Senator Mohammad Humayun Mohamand | Member |

TERMS OF REFERENCE (ToRs)

"To consider and recommend an amicable way forward for provision of prosthetics/bionics replacements needed by Master Umer as agreed by K-Electric in an out of court settlement agreement to ensure wellbeing of the child."

2. Given the fact that main stakeholders (the child and K-electric) are based at Karachi and the Child and his family cannot afford to travel to Islamabad on frequent basis, Senator Quratulain Marri, Convener of the Sub-Committee, desired to hold meetings of the Sub-Committee at Karachi, which request was duly approved by the Honb'ble Chairman Senate. Accordingly, the Sub-committee convened three meetings on 19th January, 25th January and 9th February, 2023, respectively. The Members; Mover, Master Umer (the child) and his guardians, representative of K-Electric and Ministry of Human Rights attended the meetings.

3. In its meeting dated 19th January, 2022, the Sub-Committee noted with concern that a considerable time has lapsed which is badly affecting the wellbeing of the child. Senator Quratulain Marri, Convener of the sub-Committee referred to the MoU between the child's father and K-Electric, which was an outcome of an out of court settlement in 2018, and pointed out that K-Electric had agreed to bear all medical expenses for bionic/ prosthetic arms installation of the child in Pakistan and no upper cap was provided in the said MoU. Ms. Sadia Dada, representative of K-Electric conceded to the fact that there was no upper limit provided in the said MoU, however, based on the financial situation of the company and keeping in view compensations being offered in suchlike cases, proposed to pay maximum of PKR 15 Million for bionic/

prosthetic arms installation of the child (up till the age of 24, as agreed in the MoU referred above).

4. Senator Quratulain Marri, Convener of the sub-Committee, decided to approach the Government of Sindh to seek support for the treatment of child. In this regard, an informal meeting was held with Dr. Azra Fazal Pechuho, Minister for Health & Population Welfare, Sindh, on 19th January, 2023. The Minister for Health & Population Welfare, Sindh, was requested to look into the matter on compassionate grounds and assistance was also sought to identify available bionic arms replacement procedures in Pakistan.

5. In the meeting dated 25th January, 2023, Senator Quratulain Marri, Convener of the sub-Committee, informed that she had consulted the technical experts and available sources in the field of bionic/ prosthetic arms installation and at present bionic arms installation surgeries are only performed in United Kingdom, United States of America and Germany. She informed the Committee that the cost of one iteration of bionic arms is around PKR 25 Million at present, and considering the age of the child he would have to get more than one iterations.

6. Keeping in view the factual position and wellbeing of the child, the Sub-Committee recommended that K-Electric should provide least weight prosthetic arms to the child at the moment and after a period of ten years the surgery for installation of bionic arms may be performed. Moreover, K-Electric should provide PKR 15 Million and for the remaining amount the, the Government of Sindh may be approached to finance the financial gap on humanitarian grounds. The Sub-Committee recommended that an endowment fund of sort should be created which can accrue interest over time to ensure safe parking of the amount and its subsequent benefit to the child. The representative from K-Electric stated that she needs to take the approval of the K-Electric Board in this regard. She had also sought assurance that once this is finalized the issue would be resolved for good.

7. Pursuant to the meeting dated 25th January, 2023, Senator Quratulain Marri, Convener of the sub-Committee wrote a letter to Dr. Azra Fazal Pechuho, Minister for Health & Population Welfare, Sindh, explaining the factual position and requesting that the Government of Sindh may provide assistance of PKR 10 million for the procedure of installation of bionic arms on compassionate and humanitarian grounds. Accordingly, a Summary for sanction of an amount of PKR 10 Million in favour of Master Umer has been initiated by the Health and Population,

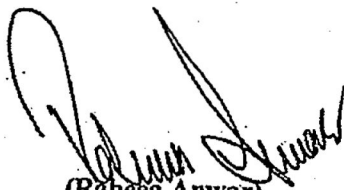
Welfare Department, Sindh, which is likely to be approved by the Hon'ble Chief Minister Sindh during this month.

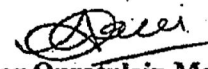
8. In the final meeting dated 9th February, 2023, K-Electric shared a draft Memorandum of Understanding between the parties, which after the input from the Convener, Sub-Committee and review by the family of child, was adequately amended. Vide the said Memorandum of Understanding an exclusive endowment fund is proposed with the single utilization aim of replacements/affixation of bionics arms of Master Umer upon attaining the age of 22 years (after 10 years). The Government of Sindh will provide PKR 10 Million as grant in aid/kind for the said fund and K-Electric will contribute a sum of PKR 15 Million. Other terms and conditions will be as under:-

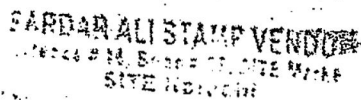
- a. The amount in the fund shall be the full and final financial support by KE towards the replacement of the bionic/prosthetic limbs of Master Umer. The fund shall mature after a period of 10 (Ten) years from the date of the signing of this MoU, and the Party No.2 shall become eligible to receive the amount from the said fund.
- b. The investment decisions with respect to the management and operation of the fund shall be at the discretion of Mr. Muhammad Arif. Conditional to the approved terms and conditions of the fund.
- c. The liability of KE under this agreement shall be full and final. Thereafter KE shall not be liable for any further costs/financial support/benefits etc. to the Party No.2

9. Furthermore, as per commitment conveyed by Senator Quratulain Marri, Convener of the Sub-Committee, the Government of Sindh will provide light weight prosthetics arms to Master Umer, as per his needs.

10. In view of the position explained above, the Sub-Committee has the honour to report that the Memorandum of Understanding has been signed between the parties namely, -Mr. Muhammad Arif (Master Umar's father) and K-Electric. Accordingly, the matter stands settled/resolved in the best interest of the child. (Copy of the MoU is annexed)


(Rabeeha Anwar)
J.S/ Secretary Committee


(Senator Quratulain Marri)
Convener Sub-Committee of the
Standing Committee on Human Rights



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(KE and Mr. Muhammad Arif, may hereinafter also be referred to individually as a "Party" and collectively as "Parties").

RECITALS

Whereas:

- (a) KE is a public limited Company in the business of generation, transmission, and distribution of electricity in Karachi and adjoining areas of rural Sindh as well as Uthal, Bella and Vindhhar in Balochistan, in accordance with NEPRA Rules and Regulations.
- (b) The Second party is the father of the child namely, Master Umar, who was injured due to electrocution incident in the year 2018. Thereafter the parties entered in an MOU dated 27-09-2018 for the settlement of issues between the parties.
- (c) The parties are now desirous to enter this new Memorandum of Understanding which shall supersede the earlier Memorandum of Understanding dated 27-09-2018 (copy attached for reference) between Parties No. 1 and 2.
- (d) In light of the developments that have taken place between the parties since the incident up till the hearings before the Senate Standing Committee, pursuant to which the parties are now desirous to refresh the understanding/arrangement for the wellbeing of Master Umar and therefore agree to the following:

1. SCOPE OF MoU

The terms of this MOU will govern the relationship between the parties and accordingly provide for the wellbeing of Master Umar including his medical, educational, and other expenses as agreed by the Parties.

2. RULES OF INTERPRETATION

In this MoU unless the context requires otherwise:

- 2.1 The headings are for convenience only and shall be ignored in construing this MoU.
- 2.2 Other than where the context determines otherwise, the singular includes the plural and vice versa.
- 2.3 In carrying out its obligations and duties under this MoU, each Party shall have an implied obligation of good faith.
- 2.4 The Recitals Schedules to this MoU form an integral and operative part of this MoU.

3. EDUCATIONAL EXPENSES

- 3.1 KE shall continue to bear all educational expenses of the child (including the books, fees, and accommodation) at any institution in Pakistan till master's degree in accordance with Clause 3 of the earlier MoU dated 27-09-2018.

4. MONTHLY EXPENSES

- 4.1 KE shall continue to pay the monthly stipend amount of Rs.25,000/- (Rupees Twenty-Five Thousand) by the 10th of each month for Master Umar, which shall be increased by 5% annually (every September) till Master Umar reaches the age of 24 years, in accordance with Clause 5 of the earlier MoU dated 27-09-2018.

- 4.2 KE shall continue to pay the electricity bill for 300 units per month with respect to the electricity connection (Consumer No.AM235537) provided at zero cost by KE in the name of Mrs. Lubna Kanwal (w/o Mr. Muhammad Arif) till Master Umar reaches the age of 24 years, in accordance with Clause 7 of the earlier MoU dated 27-09-2018.

5. JOB

- 5.1 KE shall provide a job to the child when he reaches the age of 24 years depending upon his qualification, in accordance with Clause 6 of the earlier MoU dated 27-09-2018.

6. MEDICAL EXPENSES

- 6.1 KE shall bear all medical expenses excluding prosthetics with respect to Master Umar till he reaches the age of 24 years. In this regard KE shall facilitate Master Umar through KE's own Medical Department and its Medical Camp Office at Liaquat National Hospital. KE's Chief Medical Officer and the Medical Officer at Liaquat National Hospital Medical Camp Office will act as focal persons (KE has provided their contact numbers to Mr. Muhammad Arif). KE medical team shall directly pay the hospitals/medical institutions and will also arrange the required medicines etc.

7. EXPENSES WITH RESPECT TO PROSTHETIC/BIONIC LIMBS

- 7.1 The parties have agreed to create a fund for the purposes of meeting the medical expenses for the bionic/prosthetic limbs replacement of Master Umar.
- 7.2 The amount in the fund shall be the full and final financial support by KE towards the replacement of the bionic/prosthetic limbs of Master Umar. The fund shall mature after a period of 10 (Ten) years from the date of the signing of this MoU, and the Party No.2 shall become eligible to receive the amount from the said fund.

7.3 In this respect the Ministry of Health, Government of Sindh, shall contribute a sum of Rs. 10 Million and Party No.1 shall contribute a sum of Rs. 15 million. The total amount of the fund would stand at Rs. 25 Million.

7.4 The investment decisions with respect to the management and operation of the fund shall be at the discretion of Mr. Muhammad Arif. Conditional to the approved terms and conditions of the fund.

7.5 The signatory with respect to the fund shall be Master Umar, who currently is a minor at the time of the signing of this MoU but shall reach the age of majority at the time of the maturity of the fund (10 years).

8. LIABILITY

8.1 That the parties agree that the liability of KE under this agreement shall be full and final. Thereafter KE shall not be liable for any further costs/financial support/benefits etc. to the Party No.2

9. CONFIDENTIALITY

9.1 All information/details of this MoU, either orally or in writing, concerning any aspect of the MoU or the business affairs of KE shall be kept confidential by the 2nd party and shall not be shared by any third party whatsoever.

10. INDEMNITY

10.1 The Parties agree to indemnify and hold each other harmless against all claims (including third party claims), expenses, costs, losses, or damages of any nature, whatsoever, arising directly or indirectly under the terms of the MoU.

11. MISCELLANEOUS

11.1 This MoU constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior acknowledgements, approvals communications, understandings, arrangements, or agreements including the earlier MoU dated 27-09-2018 between the Parties, whether written, oral, express or implied relating thereto.

11.2 If anything is found contrary to the terms of the earlier MoU dated 27-09-2018 and this MoU then the later shall always prevail.

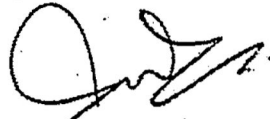
- 11.4 No amendment, modification, waiver, alteration, variation, or substitution of this MoU whether in whole or in part shall be binding unless the same is reduced in writing and countersigned by duly authorized representatives of both the Parties.
- 11.5 In case of an untimely death of the child, Master Umar, before the date of the maturity of the fund, the amount available in the fund shall go to the legal heirs of Master Umar.
- 11.6 In the case of the untimely death of the father of the child, Muhammad Arif, being the signatory of this MoU and the proposed fund on behalf of Master Umar, who currently is a minor at the time of the signing of this MoU, then in such circumstances the next signatory with respect to the fund shall be the biological mother of Master Umar, Mrs. Lubna Kanwal; or his appointed legal guardian.
- 11.7 This MoU shall be legally binding upon both the Parties.

12. GOVERNING LAWS AND JURISDICTION


- 12.1 This MoU shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan and the competent Courts of Karachi shall have exclusive jurisdiction.

IN WITNESS WHEREOF the Parties hereto have made and executed this MoU in three counterparts all deemed to be original on the Effective Date first above written.

For and behalf of:
K-Electric Limited

Signature: 
Name: Sadia Dada
Designation: CMCO K-Electric

For and behalf of:
Mr. Muhammad Arif

Signature: 
Name: Mr. Arif
Designation: Petitioner

2. Ayub

Name: Ayub Junejo

CNIC: 44302-0161462-3

2. Qasim

Name: Kamran

CNIC No: 42201-0642208-5