

# IN THE HIGH COURT OF SINDH AT KARACHI

## Criminal Bail Application No.402 of 2025

Applicant : Mst. Rida Tabbasum  
through Mr. Atif Hanif Kashmiri, Advocate

Respondent : The State  
Ms. Rubina Qadiq, A.P.G.

Date of hearing : 25.03.2025

Date of order : 27.03.2025

### **ORDER**

**KHALID HUSSAIN SHAHANI, J** -- Through the present bail application, the applicant seeks the grant of pre-arrest bail in Crime No. 229/2023, registered under Section 489-F PPC at Police Station Clifton, Karachi. Her earlier request for bail was rejected by the learned Xth Additional Sessions Judge, Karachi South, vide order dated 06.01.2025.

2. The brief facts of the prosecution case are that the complainant, serving as the Finance Manager at App Pvt. Ltd., alleged that the applicant, Mst. Rida Tabasum, was engaged in a business relationship with the company, procuring articles through purchase orders. A total of Rs. 14,800,000/- was transferred via online transaction for procurement of the said articles. However, she could not deliver certain articles. In lieu of this outstanding amount, the applicant issued two post-dated cheques, each worth Rs. 1,500,000/-, which were dishonored upon presentation. Consequent upon; case was registered inter-alia on above facts.

3. Learned counsel for the applicant argued that she is innocent and has been wrongly implicated by the complainant. He stated that the applicant is the proprietor of a registered business under the name MH Collections, which supplies clothing to various retailers and wholesalers. The complainant, who is also engaged in the clothing business, was issued the cheques in question by the applicant as a form of advance booking to secure future stock, and not as part of any financial obligation. As the stock was not supplied, the applicant instructed her bank to stop the payment. He further pointed out an unexplained delay of three months in lodging the FIR, asserting that the matter is purely civil in nature and is being given a criminal color. The counsel emphasized that the case does not fall within the prohibitory clause and requested confirmation of interim

bail. Reliance was placed on the judgment in Muhammad Anwar v. The State & another (2024 SCMR 1567).

4. Conversely, the learned Assistant Prosecutor General (APG) strongly opposed the confirmation of bail, arguing that the cheques in question were issued in fulfillment of a financial obligation rather than as a form of security. She further submitted that the issuance of the cheques has not been disputed by the applicant, and thus it was her responsibility to ensure sufficient funds were available prior to the due dates. Nonetheless, she conceded, though reluctantly, that the case does not fall within the scope of the prohibitory clause.

5. It is admitted that the parties maintained a business relationship involving substantial monetary transactions through banking channels. According to the applicant's counsel, the cheques were issued merely as a security against the delivery of clothing items by the complainant, which have yet to be supplied. This, it is argued, prompted the applicant to stop the payment, as reflected in the bank's endorsement.

6. To establish an offence under Section 489-F PPC, it must be shown that the cheque was issued with dishonest intent, for repayment of a loan or fulfillment of an obligation, and that it was subsequently dishonored. In the present case, there is sufficient record of financial dealings and transactions between the parties. It remains a matter for trial to determine whether the cheques were issued as a binding obligation or purely as security. Reliance is placed on the precedents of Mian Allah Ditta v. The State and others (2013 SCMR 51), Mian Muhammad Akram v. The State and others (2014 SCMR 1369), and Muhammad Iqbal v. The State and another (2018 YLR Note 157).

7. Given the above, the learned counsel for the applicant has successfully established a case warranting the grant of bail. Consequently, the interim pre-arrest bail previously granted to the applicant/accused, Mst. Rida Tabassum, is hereby confirmed on the same terms and conditions as set forth in the earlier order dated 14.02.2025. Accordingly, this bail application is disposed of in the aforementioned terms.

8. It is important to clarify that the observations made above are of a tentative nature and shall not prejudice or influence the learned trial Court while adjudicating the case on its merits.

**JUDGE**