

# IN THE HIGH COURT OF SINDH AT KARACHI

## **Criminal Bail Application No.1458 of 2025**

Imran Kadir son of Muhammad Inayat.....Applicant/Accused

Versus

The State.....Respondent

*Date of Hearing* : 23.10.2025

*Date of Short Order* : 23.10.2025

For the Applicant : Mr. Altaf Hussain, Advocate.

For the complainant : Complainant present in person.

For the State : Mr. Muhammad Noonari, D.P.G.

### **ORDER**

**TASNEEM SULTANA, J:** Through this criminal bail before arrest application, the applicant Imran Kadir son of Muhammad Inayat seeks concession of pre-arrest bail in Crime No.309 of 2025 registered at Police Station Darakshan, under Sections 489-F, PPC. Earlier his bail plea was declined by the learned XIth Additional Sessions Judge, Karachi South vide order dated 29.05.2025; he has now approached this Court for pre-arrest bail and interim pre-arrest bail was granted to him vide order dated 03.06.2025. The matter is now fixed for confirmation or otherwise.

2. Brief facts of the prosecution case are that, in the year 2022 the complainant Tanveer Saleem and the present applicant Imran Qadir executed a rent agreement in respect of the upper portion of Bungalow No. 52/II, Street No. 18, Khayaban-e-Badban, Phase-V, for a monthly rent of Rs.110,250/-. It was agreed that either party would give one month's notice before vacating the premises, and the tenant had issued 12 cheques towards rent, which were to be returned on payment of each month's rent. The complainant alleged that from June 2024 the applicant stopped paying rent despite notice to vacate, and five cheques bearing Nos.5084095 to 5084099, amounting in total to Rs.551,250/-, when deposited in Meezan Bank Limited, Khadda Market Branch, were dishonoured. It is further alleged that when informed about the dishonour, the applicant refused to pay rent or vacate the premises, and though the civil suit filed by him was dismissed while the complainant's rent case before the CBC was decided in his favour, the applicant failed to vacate the house within

the stipulated period and also allegedly damaged the complainant's car; hence, the FIR was lodged for the offence under Section 489-F PPC.

3. Learned counsel for the applicant/accused contends that the applicant is innocent and has been falsely implicated in the present case with malafide intention and ulterior motives; that pursuant to rent agreement, post-dated cheques were handed over to the complainant as security for rent purpose with a request that each month's cheque would be replaced upon payment of rent; there is a delay of about eleven months in lodging of the FIR; that the dispute is purely of civil nature which was converted into a criminal case and admittedly civil suits and rent case are also pending adjudication; that the offence does not fall within the prohibitory clause of Section 497, Cr.P.C.; that in view of the above, the matter requires further inquiry. In support of his contention, learned counsel for the applicant has relied upon the cases reported in *2025 P.Cr.L.J 98 (Sindh)*; *2020 MLD 839 (Sindh)*; *2020 P.Cr.L.J Note 91 (Sindh)*; *2024 SCMR 1567*; *2023 SCMR 1948*; *2019 MLD 1692 (Sindh)*; *2019 YLR Note 53 (Sindh)*; *2019 P.Cr.L.J Note 123 (Sindh)* and *2021 MLD 589 (Sindh)*.

4. Conversely, learned D.P.G assisted by learned counsel for the complainant opposed the plea and contended that the applicant issued cheques of a substantial amount which were dishonoured on presentation; that the element of deception and dishonest intention is apparent from the applicant's conduct; that the offence involves considerable financial loss to the complainant; that such acts disturb financial discipline and must be dealt with strictly; hence, the applicant does not deserve the discretionary relief of bail; that the applicant has misused trust and seeks to avoid his lawful liability under the garb of a civil dispute.

5. Heard. Record perused.

6. The allegation against the applicant pertains to issuance of certain cheques allegedly towards payment of rent, which upon presentation were dishonoured. It prima facie appears that the relationship between the parties originates from a contractual tenancy agreement executed in the year 2022, and the said cheques were issued in continuation of that arrangement. The material collected during investigation does not disclose that the cheques were

issued with any dishonest or fraudulent intent at the inception of the transaction, which is an essential ingredient to constitute the offence under Section 489-F PPC. Mere dishonour of a cheque, without proof of mens rea or deception, prima facie cannot by itself transform a civil default into a criminal act.

7. The offence alleged under Section 489-F, PPC carries a maximum punishment of three years and, therefore, does not fall within the prohibitory clause of Section 497, Cr.P.C. The settled principle is that in such cases, grant of bail is a rule and refusal an exception. Reliance is placed on Shehzad v. The State (2023 SCMR 679) and Tariq Bashir and others v. The State (PLD 1995 SC 34). The Hon'ble Supreme Court has repeatedly held that bail is neither punitive nor preventive, as punishment begins only after conviction. If a person is mistakenly granted bail, such error can be corrected upon conviction, whereas wrongful pre-trial detention, if ultimately found unjustified, causes irreparable harm to liberty. Reliance is also placed upon the judgment in Nazir Ahmed alias Bharat v. The State and others (2022 SCMR 1467), wherein it was observed as under:

*“Section 489-F of P.P.C. is not a provision which is intended by the legislature to be used for recovery of an alleged amount, rather for recovery of any amount, civil proceedings provide remedies, inter alia, under Order XXXVII of C.P.C.”*

8. The FIR was lodged more than eleven months after the cheques were dishonoured, with no plausible explanation of such delay; such inaction, prima facie, raises doubt regarding the bona fides of the complainant. Investigation has been completed, challan has been submitted. The applicant has joined the investigation.

9. In view of the above facts and circumstances, interim pre-arrest bail granted to the applicant vide order dated 03.06.2025 was confirmed on the same terms and conditions by short order dated 23.10.2025 and these are the reasons for the same.

10. The applicant shall attend the trial regularly and shall not misuse the concession of bail; any violation shall entail cancellation of bail according to law. The observations made herein are tentative in nature and shall not prejudice either party at trial.

JUDGE

Ayaz Gul