

# IN THE HIGH COURT OF SINDH AT KARACHI

Present:

Mr. Justice Jawad Akbar Sarwana

Criminal Misc. Application No. 594 of 2025

Applicant : Waqas Ahmed Abbasi,  
through Mr. Muhammad Zareen Setti,  
Advocate

Respondent : The State through APG, Mr. Amna  
Ansari, Advocate

: Muhammad Ismail, informer, through  
Ali Ahmed, Advocate

: Bank Alfalah through Mr. Khadim Ali  
Kaka, Advocate

Dates of Hearing : 25.08.2025, 01.09.2025 & 03.09.2025

Date of Decision : 11.09.2025

## **ORDER**

**Jawad Akbar Sarwana, J.:** ITC Logistics (Pvt.) Ltd. ("ITC") is the lessee of a vehicle, a Hino Truck Trailer ("trailer truck"), which is/was leased to them by the lessor bank, Bank Alfalah Limited. On 13.05.2025, the said trailer truck, being operated by a driver, was involved in an accident with a rickshaw, resulting in the death of an individual. On 16.05.2025, ITC filed an application under Section 516-A C.P.C. before the IVth Additional Sessions Judge, Malir, Karachi, for the temporary custody (superdari) of the trailer truck, whose request was turned down. Aggrieved by the impugned Order dated 25.06.2025, ITC, on 10.07.2025, preferred this Cr. Misc. Appln. under Section 561-A Cr.P.C. seeking temporary release of the truck.

2. During the hearing before this bench, two Statements by Bank Alfalah dated 22.08.2025 and another dated 29.08.2025 (copy of which were provided to learned Counsel and APG) were placed on record. Based on the particulars of these two Statements, it emerges that the bank leased the trailer truck to ITC on 29.07.2020 for a period of five (5) years, and ITC has paid 18 instalments out of a total of 20 instalments. According to the bank, the lease of the said trailer truck

matures on 05.11.2025. The lessor-bank describes the terms of the lease as a “Hire Purchase Agreement” or “HPA”, which usually is understood to mean that the ownership and title in the trailer truck remain with the lessor-bank. In contrast, the custody, possession and use of the trailer truck will remain with ITC. Both in the earlier round of hearing before the learned Sessions Judge, and before this bench, neither the applicant-lessee nor the lessor-bank provided the copy of the “HPA” and/or underlying lease documents. In the case in hand:

- (a) The applicant itself states in paragraph 3 of the application that, “... the said truck was leased out in the name of. . .[ITC] by Bank Al-Falah”;
- (b) The registration book of the trailer truck mentions “ITC [operating the trailer truck on] A/C of Bank Alfalah Limited”;
- (c) The Commercial Vehicle Insurance policy identifies the insured owner as “Bank Alfalah” only and not ITC; and,
- (d) The applicant, ITC, has nowhere denied that Bank Al-Falah is not the owner of the trailer truck.

3. It is a trite proposition that only a registered owner of the vehicle is prima facie entitled to the temporary custody (superdari) of that vehicle unless a court of competent jurisdiction decides the dispute as to the title to the vehicle. Here, it is well confirmed by the IVth Additional Sessions Judge, Malir, in the impugned Order dated 25.06.2025, and so also it is clear to this bench for the above-mentioned reasons, that only the lessor-Bank Alfalah is the present owner of the trailer truck, and not the applicant. ITC. The date of the crime occurrence is 13.05.2025, and ITC moved its application for the temporary custody (superdari) of the crime property within merely 96 hours from the time of the incident. The trailer truck in question is allegedly responsible for the death of the person in the rickshaw. ITC, having custody and usage of the trailer truck before its’ accident with the rickshaw, gives no ground to ITC to ask the Court for the temporary custody (superdari) of the said trailer truck, which is crime property in a road accident, and the investigation is also underway.

None of the reported case law relied upon by the Applicant Counsel dealt with a lease-holding situation wherein the Court handed over temporary custody (superdari) of the crime property, which belonged to the lessor, and which property allegedly itself had caused the death in the crime, to the lessee on an application filed by the lessee and not the lessor. In fact, none of the authorities involved a Court of law deciding an application for temporary custody filed by a lessee. All the reported case laws were distinguishable in the facts and circumstances of the case.

4. I find there is neither any irregularity nor illegality nor error in law in the impugned Order dated 25.06.2025 passed by the learned IVth Additional Sessions Judge, Malir Karachi. Given the above, at present, no case is made out for temporary custody (superdari) of the trailer truck. Accordingly, ITC's Application is dismissed.

**J U D G E**