IN THE HIGH COURT OF SINDH, BENCH AT SUKKUR

Cr. Bail Appln. No. S-847 of 2025

Applicant	:	Abdul Sattar s/o Faiz Muhammad, Chachar *Through* Mr. Sundar Khan Chachar, Advocate
Complainant	:	Shankar Lal s/o Teekam Dass *Through* Mr. Nazeer Ahmed Panhwar, Advocate
The State	:	*Through* Shafi Muhammad Mahar, DPG
Dated of Hearing	:	11.12.2025
Dated of Order	:	11.12.2025

O R D E R

KHALID HUSSAIN SHAHANI, J.- Applicant Abdul Sattar Chachar, has approached this Court seeking confirmation of pre-arrest bail in a case bearing crime No.124 of 2025, for the offence under Section 489-F, PPC, registered at Police Station Daharki, District Ghotki.

2. As per FIR, lodged on 14.07.2025 by complainant Shankar Lal, the allegation is that on 02.05.2025 the applicant purchased from the complainant 2000 maunds of wheat at the rate of Rs.2,400 per maund, thus allegedly incurring a total liability of Rs.48,00,000. It is further alleged that towards discharge of the said liability, the applicant issued in favour of the complainant a post-dated cheque dated 12.05.2025 for the aforesaid amount. The complainant claims that upon presentation of the cheque before the concerned bank, it was dishonoured, whereafter the present FIR was lodged, asserting that the applicant had, with dishonest intention, issued a cheque without making arrangements for its encashment.

3. It is an admitted position on record that though the alleged transaction is said to have taken place on 02.05.2025 and the cheque is dated 12.05.2025, the FIR came to be registered on 14.07.2025 i.e. after a considerable delay of more than one month from the asserted occurrence and the alleged dishonour of cheque.

4. Mr. Chachar, learned counsel for the applicant has assailed the prosecution version on multiple grounds and contended that the case squarely calls for the exercise of discretion in favour of the applicant under the rule of

further inquiry. *Firstly*, it is argued that the cheque in question had never been issued in discharge of any liability towards the complainant, but had in fact been misplaced long before the alleged occurrence. Learned counsel has placed on record a copy of a non-cognizable report dated 22.03.2020, registered at Police Station Reti, wherein the applicant reported loss/misplacement of the cheque leaf in issue. It is submitted that this prior report of loss, lodged more than five years before the alleged transaction, materially undermines the prosecution claim that the cheque was consciously issued in May 2025 to settle a purported wheat-purchase liability. *Secondly*, learned counsel has drawn attention to the delay in setting the law into motion. He submits that the alleged transaction took place on 02.05.2025, the cheque bears the date 12.05.2025, yet the FIR has been lodged on 14.07.2025. According to him, such inordinate and unexplained delay, both in complaining of the dishonour and in instituting criminal proceedings, creates a serious doubt about the authenticity of the alleged transaction and suggests deliberation, consultation and possible fabrication. *Thirdly*, it is argued that a bare perusal of the cheque leaf reflects overwriting and tampering not only in the digits of the amount but also in the date, which, on the face of it, casts doubt upon the genuineness of the instrument in the form in which it is now relied upon by the complainant. Learned counsel submits that the very fact of cutting/overwriting provides prima facie support to the defence plea of misuse of a previously lost cheque. Fourthly, learned counsel has invited attention to the course of investigation. He submits that during the first investigation the Investigating Officer, after examining the available material, found the applicant innocent and recommended disposal of the case in false ‘B’ class. However, the learned Magistrate, not satisfied with that report, vide order dated 16.09.2025 directed further investigation. Upon such further investigation, a subsequent report was submitted and, vide order dated 18.10.2025, the applicant was joined as an accused. It is argued that conflicting opinions emerging from two

investigations, one exonerating the applicant and the later implicating him, bring the matter within the purview of further inquiry as contemplated under Section 497(2), Cr.P.C., particularly at the bail stage where only a tentative assessment is permissible. *Fifthly*, learned counsel points out that the Investigating Officer approached the concerned bank and the Manager, Allied Bank Limited, Daharki Branch, through letter dated 21.07.2025, confirmed that the alleged cheque pertains to Allied Bank, Daharki Branch, was issued in the name of Shankar Ali for an amount of Rs. 4.8 million and that there were cuttings in the digits though the wording of the amount remained intact. Learned counsel submits that this official confirmation of cutting/overwriting further strengthens the defence plea and weakens the prosecution case at this stage. *Sixthly*, learned counsel has criticized the quality and direction of the investigation. He submits that in the initial investigation, statements of PWs Dileep Kumar and Kanya Lal were recorded, and in the subsequent investigation, statements of PWs Viki and Abdul Razak were recorded. However, according to the FIR, wheat was allegedly loaded on four tractors driven by four different drivers, yet there is nothing on record to show that any of those tractor drivers were ever examined by the Investigating Officer, which omission creates a serious gap in the prosecution story regarding the actual delivery and movement of the alleged 2000 maunds of wheat. Learned counsel has also produced receipts of a computerized Kanta, purportedly showing weighing of wheat on the date of occurrence; however, he submits that even the owner or operator of the said Kanta has not been examined during investigation, which further reflects a partisan and incomplete investigation. Lastly, learned counsel contends that the alleged offence under Section 489-F, PPC, is punishable with imprisonment which may extend to three years, and therefore the matter does not fall within the prohibitory clause of Section 497(1), Cr.P.C. He submits that as per the consistent view of the Hon'ble Supreme Court, including the cases of *Muhammad Tanveer v. The State* (PLD 2017 SC 733)

and *Muhammad Shakeel v. The State* (2020 SCMR 955), where the offence does not fall within the prohibitory clause, grant of bail is a rule and refusal is an exception, unless there are extraordinary circumstances justifying denial of such concession. It is urged that in the present case no such exceptional circumstances exist, especially when the challan has already been submitted and the applicant has not misused the concession of interim pre-arrest bail granted to him on 15.09.2025.

5. Learned Deputy Prosecutor General, after going through the record, fairly conceded that the case presents circumstances fit for further inquiry. He did not dispute the factum of prior NC regarding loss of cheque, the existence of cuttings on the cheque, the delay in lodging FIR, or the fact that during first investigation the applicant was found innocent. He, therefore, did not oppose the confirmation of interim pre-arrest bail.

6. Conversely, Mr. Panhwar, learned counsel for the complainant, vehemently opposed the bail application. He argued that the applicant had issued the cheque in favour of the complainant and that dishonour of the cheque, coupled with failure to make payment, sufficiently demonstrates the requisite mens rea to attract Section 489-F, PPC. It is contended that the applicant was under a binding legal obligation to honour the cheque issued against an admitted liability arising from purchase of wheat and that his failure to do so has caused substantial financial loss to the complainant. Learned counsel for the complainant further argued that Section 489-F, PPC, was specifically enacted to curb the growing menace of cheque fraud and that courts have consistently emphasized its preventive and deterrent role. He relied upon the cases reported as (2024 SCMR 1719), (2022 SCMR 2040) and (2023 SCMR 1) to contend that where the ingredients of issuance of cheque towards repayment of a loan or fulfillment of an obligation, its dishonour and resultant loss to the complainant are prima facie made out, the offence under Section 489-F, PPC, stands attracted in its letter and spirit, and the mere plea of defence

regarding misuse of cheque or civil nature of dispute cannot, by itself, be a ground to thwart criminal proceedings at bail stage. He urged that, in the circumstances, the applicant does not deserve any discretionary relief.

7. I have heard the learned counsel for the parties as well as the learned Deputy Prosecutor General and have examined the record with their able assistance. The first aspect which prima facie strikes the mind is the prior non-cognizable report dated 22.03.2020, produced by the defence, wherein the applicant reported loss/misplacement of the cheque in question. This document, having come into existence well before the alleged transaction of May 2025, raises a substantial doubt, at least at this stage, about the prosecution stance that the cheque was consciously issued in May 2025 against a wheat transaction. Whether this NC report is genuine, whether it relates to the same cheque, and what its ultimate evidentiary worth may be, are all matters to be determined at trial; however, for purposes of bail, its existence cannot be brushed aside.

8. The second aspect is the admitted delay in lodging the FIR. The complainant asserts a transaction on 02.05.2025 with a cheque dated 12.05.2025, yet the FIR is lodged on 14.07.2025. The record does not indicate any plausible explanation for this delay of more than one month. In criminal jurisprudence, such unexplained delay, particularly in financial and documentary offences, is often viewed as an indication of possible deliberation and consultation, thereby affecting the spontaneity and credibility of the prosecution version. At the bail stage, such delay contributes towards rendering the case one of further inquiry within the meaning of Section 497(2), Cr.P.C.

9. The third important feature is the condition of the cheque leaf itself. The cheque produced on record, as well as the letter dated 21.07.2025 issued by the Manager, Allied Bank Limited, Daharki Branch, clearly show cuttings/overwriting in the digits of the amount and in the date, though the wording of the amount is said to be intact. This admitted tampering, on the face of the instrument, provides *prima facie* support to the defence plea of

misuse/mala fide and is inconsistent with the prosecution's assertion of a straightforward commercial transaction followed by a clean cheque issued towards a fixed liability.

10. The fourth aspect pertains to the investigation. The initial investigation ended with a finding of innocence in favour of the applicant and recommendation for disposal of the case as false 'B' class. The learned Magistrate, not convinced with that conclusion, ordered further investigation, which later resulted in a report implicating the applicant. Such divergent opinions emerging from successive investigations by the same agency are a recognized ground for treating a case as one of further inquiry for the purposes of bail. It would not be safe, at this tentative stage, to treat the later opinion as sacrosanct and ignore the earlier exonerating view, especially when both are based on incomplete and, to some extent, selective investigation.

11. Another relevant factor is the apparent investigative gaps. The FIR speaks of wheat being loaded on four tractors; however, the record placed before this Court does not show that any of the four tractor drivers were examined during either of the investigations. Similarly, although receipts of a computerized Kanta are placed on record, the owner/operator of the said Kanta has not been examined by the Investigating Officer. These omissions deprive the prosecution story of independent corroboration regarding the alleged movement and weighing of a large quantity of wheat and, at the very least, create reasonable doubt about the completeness and fairness of the investigation at this stage.

12. In so far as the case law relied upon by the learned counsel for the complainant is concerned, there is no cavil to the settled proposition that where the ingredients of Section 489-F, PPC, are prima facie satisfied, the mere pendency of civil remedies or a defence plea of civil dispute does not, by itself, warrant bail as a matter of right. However, each case has to be examined on its own facts. The judgments cited as *Azhar Pervaiz Bukhari v. The State*

(2024 SCMR 1719), *Malik Muhammad Tahir v. The State* (2022 SCMR 2040) and *Ahmed Shakeel Bhatti v. The State* (2023 SCMR 1) underscore the importance of protecting the integrity of financial transactions but do not lay down any absolute bar against grant of bail in such matters, especially where serious factual controversies, documentary disputes and investigative contradictions exist.

13. The present case is distinguishable on its own facts, inter alia, on account of: (i) prior NC regarding loss of the cheque; (ii) visible overwriting and tampering on the cheque; (iii) unexplained delay in registration of FIR; (iv) contradictory investigative opinions culminating in one report exonerating and another implicating the applicant; and (v) investigative omissions regarding key witnesses such as tractor drivers and Kanta owner. Cumulatively, these factors, without touching the merits of the case, render the prosecution story not free from doubt for the limited purpose of bail, and clearly attract the principle of further inquiry under Section 497(2), Cr.P.C.

14. It is also an admitted position that the maximum punishment provided under Section 489-F, PPC, is imprisonment which may extend to three years, therefore the offence does not attract the prohibitory clause of Section 497(1), Cr.P.C. The Hon'ble Supreme Court, in a catena of judgments including *Muhammad Tanveer v. The State* (PLD 2017 SC 733) and *Muhammad Shakeel v. The State* (2020 SCMR 955), has repeatedly held that in cases falling outside the prohibitory clause, grant of bail is to be treated as a rule and refusal as an exception, and that such exception may be invoked only where, inter alia, the accused is a previous convict, a hardened, desperate, or habitual offender or where there are other exceptional circumstances warranting denial of liberty. No such exceptional circumstance has been pointed out in the present matter.

15. It is further significant that the challan has already been submitted before the competent court, thus the investigation, for all intents and purposes, stands completed and no useful purpose would be served by keeping the

applicant on pre-trial custody. The record also reflects that the applicant has remained on interim pre-arrest bail since 15.09.2025 and there is no allegation, much less proof, of misuse of such concession, absconsion, or interference with the prosecution witnesses. In this backdrop, continued denial of bail would amount to pre-trial punishment, which is not the object of criminal law.

16. In view of the foregoing discussion and taking a holistic yet tentative view of the material available on record, I am of the considered opinion that the applicant has successfully made out a case of further inquiry within the contemplation of Section 497(2), Cr.P.C. Consequently, the interim pre-arrest bail granted to the applicant/accused Abdul Sattar s/o Faiz Muhammad on 15.09.2025 is hereby confirmed on the same terms and conditions.

17. It is, however, clarified that the observations made herein are purely tentative in nature, confined to the decision of the present bail application, and shall not prejudice the learned trial Court in any manner, which shall be at liberty to assess the evidence independently and decide the case on its own merits.

J U D G E