

IN THE HIGH COURT OF SINDH AT KARACHI

Criminal Bail Application No. 2086 of 2025

Applicant : Syed Sheraz Haider
through Mr. Shah Jahan Hanif, Advocate

Complainant : Sher Mehmood Ali
through Mr. Shafique Ahmed , Advocate

Respondent : The State through
Mr. Mohammad Noonari, Deputy P.G., Sindh

Date of hearing : 20.11.2025

Date of order : 20.11.2025

ORDER

TASNEEM SULTANA, J.—Through this criminal bail application, applicant Syed Sheraz Haider seeks pre-arrest bail in Crime No.590 of 2024, registered at Police Station Defence, Karachi, under Section 489-F, P.P.C., which was earlier declined by the learned Additional Sessions Judge-II, Karachi South, vide order dated 22.07.2025. Hence, this bail application for the same concession.

2. Brief facts of the prosecution case are that the complainant claims to have stood as guarantor for a financial facility amounting to Rs.5 Crore and 70 Lacs allegedly obtained by the applicant Syed Sheraz Haider along with his brother Ayaz Haider. It is alleged that the accused persons undertook to repay fifty percent of the said amount by 30-10-2023 and, in furtherance thereof, issued three cheques of their company, namely Haider Brothers Real Estate and Consultants, drawn on Meezan Bank, Model Colony Branch, Karachi, for different amounts. Upon presentation of the said cheques by the complainant, the same were dishonoured and returned unpaid on 04-12-2023. It is further alleged that despite repeated demands, the applicant avoided repayment and ultimately switched off his mobile phone(s), whereafter the present FIR was registered.

3. Learned counsel for the applicant contends that the applicant has been falsely implicated with mala fide intention; that the complainant himself admits to be merely a guarantor, therefore no direct legally enforceable liability of the applicant qua the complainant is established; that no documentary material has been produced to show that any amount was ever paid by the complainant to the applicant; that even otherwise the alleged transaction pertains to a monetary dispute for which civil remedies

are available; that the FIR has been lodged after unexplained delay of several months which creates serious doubt regarding the genuineness of the allegations; that the cheques in question were not voluntarily issued but were allegedly obtained under coercion and pressure; that the essential ingredient of dishonest intention at the time of issuance of cheque is not borne out from the material placed on record; that the matter involves disputed questions of fact requiring deeper probe through evidence; and that the interim pre-arrest bail already granted to the applicant may be confirmed.

4. Conversely, learned Deputy Prosecutor General, assisted by learned counsel for the complainant, opposed the application; contended that the applicant, in order to discharge his admitted liability, issued three cheques drawn on the account of their company; that upon presentation all cheques were dishonoured due to insufficiency of funds; that issuance of cheques followed by their dishonour squarely attracts Section 489-F, P.P.C.; that the applicant deliberately avoided repayment despite repeated demands and even switched off his mobile phone, reflecting dishonest intention; that the plea of civil dispute is merely a defence; that the applicant has approached the Court seeking extraordinary relief of pre-arrest bail despite prima facie material against him; that pre-arrest bail is a discretionary relief meant only for exceptional circumstances; and that the application is liable to be dismissed.

5. Heard. Record perused.

6. The allegation against the applicant is that after obtaining financial accommodation, for which the complainant claims to have stood as guarantor, the applicant, along with his brother, undertook repayment and, in furtherance thereof, issued three cheques of their company, namely Haider Brothers Real Estate and Consultants, including cheque No. A-76968185 dated 30-10-2023 for an amount of Rs.2 Crore, cheque No. A-76968184 dated 23-10-2023 for an amount of Rs.1 Crore 70 Lacs, and cheque No. A-76968185 dated 25-10-2023 for an amount of Rs.2 Crores, drawn on Meezan Bank, Model Colony, Karachi, which were subsequently dishonoured and returned unpaid, followed by alleged avoidance of repayment. The defence set up by the applicant, however, is that the complainant is merely a guarantor; that no amount was paid by him to the applicant; and that the cheques in question were not voluntarily issued but were allegedly obtained under coercion and pressure. At this stage, the nature and extent of liability, if any, of the applicant qua the complainant, as well as the circumstances under which the cheques came to be issued, are

matters which are seriously disputed and cannot be conclusively determined without recording of evidence.

7. The central question, therefore, is whether the cheques were voluntarily issued by the applicant towards discharge of a legally enforceable liability or were obtained under coercion, as alleged. Resolution of this controversy necessarily involves appreciation of factual aspects, including the role of the complainant as guarantor and the surrounding circumstances of issuance of cheques, which fall within the exclusive domain of the learned trial Court. Such determination can only be undertaken after recording of evidence and cannot be pre-judged at the bail stage. The offence under Section 489-F, P.P.C. carries punishment upto three years and does not fall within the prohibitory clause of Section 497(1), Cr.P.C.

Reliance is placed in the case of **Abdul Saboor v. The State through A.G. KPK & another (2022 SCMR 592)**, the Hon'ble Supreme Court observed that the offence under Section 489-F, P.P.C. does not fall within the prohibitory clause of Section 497, Cr.P.C.; that the maximum sentence is three years; and that bail should generally be granted rather than refused. The Court further emphasized that Section 489-F, P.P.C. is not intended to serve as a tool for monetary recovery, which lies within the domain of civil litigation.

Similarly, in the case of **Abdul Rasheed v. The State (2023 SCMR 1948)** wherein the Supreme Court has ruled as follows:

“Even otherwise, even if the complainant wants to recover his money, Section 489-F of PPC is not a provision which is intended by the Legislature to be used for recovery of an alleged amount. In view of the above, the question of whether the cheques were issued towards repayment of the loan or fulfillment of an obligation within the meaning of Section 489-F PPC is a question which would be resolved by the learned Trial Court after recording of evidence. The maximum punishment provided under the statute for the offence under Section 489-F PPC is three years and the same does not fall within the prohibitory clause of Section 497 Cr.P.C. It is settled law that grant of bail in the offences not falling within the prohibitory clause is a rule and refusal is an exception.”

8. In view of the above facts and circumstances, the applicant has made out a case for grant of pre-arrest bail. Consequently, the interim pre-arrest bail earlier granted to the applicant vide order dated 12.08.2025 was confirmed on the same terms and conditions by my short order dated 20.11.2025. These being the reasons thereof.

9. The applicant shall continue to attend the trial Court regularly and shall not misuse the concession of bail.

10. The observations made hereinabove are tentative and shall not prejudice the merits of the case.

JUDGE