

**IN THE HIGH COURT OF SINDH AT KARACHI**

Criminal Bail Application No. 3216 of 2025

Applicant : Maaz Ali son of Ishrat Ali  
through Mr. Sikandar Ayoub Khaskheli,  
Advocate

Complainant : Ahmed Deen Dharejo through Mr. Irfan Ali  
Keerio, Advocate.

Respondent: The State through Mr. Shoaib Safdar,  
Assistant Prosecutor General Sindh.

Date of hearing: 19.02.2026

Date of Order: 19.02.2026

**ORDER**

**TASNEEM SULTANA, J:** Through instant Criminal Bail Application, the applicant Maaz Ali seeks post-arrest bail in Crime No.369/2025 registered at Police Station Malir Cantt., Karachi for the offence punishable under Section 489-F, P.P.C. Having been rejected his earlier bail application No. 4889 of 2025 passed by the learned Illrd Additional Sessions Judge, Malir, Karachi vide order dated 20-10-2025, hence, the present application.

2. Brief facts of the prosecution case, are that the complainant has been engaged in property business at Gohar Green City where he developed acquaintance with one Shaharyar Zakir, who subsequently introduced him to the present applicant/accused Maaz Ali, stated to be involved in stock exchange business. The applicant allegedly persuaded the complainant to invest money in his business venture with assurance of profitable return within stipulated period. It is alleged that relying upon such representation, the complainant invested an amount of Rs.10,00,00,000/- (Rupees Ten Crore) with the applicant. Upon expiry of the agreed period, when the complainant demanded return of his investment along with profit, the applicant issued cheque bearing No. A-04974193 dated 05-08-2025 for an amount of Rs.3,50,000/- drawn on Meezan Bank, Clifton Branch, Karachi, which upon presentation was dishonoured on 19-08-2025; hence, the present FIR.

3. Learned counsel for the applicant contends that the applicant is innocent; he has been falsely implicated in the present case with mala fide intention; the dispute between the parties is purely business/investment in nature carrying civil flavour; the alleged investment of Rs.10,00,00,000/- is neither fully substantiated through banking record nor supported by

consistent documentary material; the agreements and receipts relied upon by the complainant reflect varying figures and staggered transactions; the cheque in question was not issued towards any legally enforceable liability; to attract the mischief of Section 489-F, P.P.C., dishonest intention at the time of issuance coupled with existence of enforceable obligation is essential, which is lacking in the present case; the applicant had earlier reported loss/misplacement of his cheque book to the concerned police station; though the said plea has been disputed by the Investigating Agency, the controversy itself requires trial determination; the applicant has also instituted civil proceedings seeking cancellation of the subject cheque; investigation has been completed and challan submitted; no recovery is outstanding; the case is predominantly document-based; offence under Section 489-F, P.P.C. does not fall within prohibitory clause; that cheque dishonour arising out of disputed financial transaction calls for further inquiry; further detention of the applicant would serve no useful purpose; the applicant, therefore, is entitled to concession of bail.

4. Conversely, learned A.P.G., assisted by learned counsel for the complainant, opposed the grant of bail and contends that the applicant induced the complainant to invest huge amount on promise of profit; that the financial transaction stands supported through written agreement, receipts of payments and banking record; that the cheque in question was issued towards discharge of liability arising out of such investment; that the same was dishonoured upon presentation with endorsement of stop payment; that dishonest intention is prima facie evident from conduct of the applicant in failing to honour financial commitment; that the defence plea regarding loss of cheque book is afterthought and has been disbelieved during investigation; that the Investigating Officer, after verification from the concerned police station, has opined that the Roznamcha entry relied upon by the applicant does not pertain to loss of cheque book; that sufficient documentary material connects the applicant with the commission of offence; that the mere existence of civil proceedings does not wipe out criminal liability; that electronic communications and bank transactions further corroborate the prosecution stance, therefore, the applicant does not deserve concession of bail.

5. Heard. Record perused.

6. Tentative assessment of the material placed on record reflects that the allegation against the applicant arises out of an investment/financial transaction wherein the complainant claims to have allegedly invested an amount of Rs.10,00,00,000/- (Rupees Ten Crore) with the applicant on

promise of profit. The issuance of cheque and its dishonour constitute the gravamen of allegation; however, the surrounding circumstances in which the cheque was issued assume material significance at this stage.

7. It is settled law that to attract the mischief of Section 489-F, P.P.C., the prosecution must prima facie establish that the cheque was issued dishonestly towards repayment of a legally enforceable debt or obligation. Mere issuance and dishonour of cheque are not by themselves sufficient unless dishonest intention at the time of issuance is shown. Though the stance of the complainant is that the investment amount was paid pursuant to documented financial arrangement reflected through agreements and receipts, yet the material placed on record refers to varying figures and staggered transactions which do not wholly correspond with the investment amount alleged in the FIR. Moreover, the material collected during investigation, as reflected in the charge-sheet, does not prima facie demonstrate complete documentary substantiation of the entire alleged investment. It is also borne out from record that the applicant has instituted civil proceedings seeking cancellation of the subject cheque. Thus, multiple documentary stances emerge regarding the nature, extent and enforceability of the alleged liability.

8. It is also pertinent to note that the defence has placed reliance upon a Roznamcha entry recorded at Police Station Khokhrapar to substantiate the plea that the subject cheque book had been reported lost prior to its alleged use. Learned counsel for the complainant as well as learned Deputy Prosecutor General Sindh have, however, disputed the veracity of said entry by referring to the findings reflected in the charge sheet, wherein the Investigating Officer has opined the entry to be fabricated/incorrect. The evidentiary worth and legal effect of the said Roznamcha entry, therefore, remain seriously contested and would require recording of evidence, examination of police record and cross-examination of relevant officials, which exercise cannot be conclusively undertaken at bail stage. Significantly, the said plea bears directly upon the essential ingredients of Section 489-F, P.P.C., particularly the element of dishonest intention at the time of issuance and existence of legally enforceable obligation. Whether the cheque was voluntarily issued in discharge of liability or allegedly misused after loss is a matter intrinsically linked with proof of means rea, which can only be determined after recording of evidence before the trial Court.

9. In this context, reference may also be made to the recent unreported judgment in ***Muhammad Anwar v. The State (Crl. Petition No.442-***

**L/2024**), decided on 03.06.2024, wherein the Honourable Supreme Court of Pakistan observed as under:

“8. This Court has held in the case titled Mian Allah Ditta that every transaction involving dishonour of a cheque does not per se constitute an offence. The essential ingredients required to attract Section 489-F PPC include: (i) issuance of a cheque; (ii) such issuance being with dishonest intent; (iii) the cheque must have been issued in discharge of a loan or fulfillment of an obligation; and (iv) the cheque is dishonoured”

10. Further guidance may also be drawn from ***Abdul Rasheed v. The State [2023 SCMR 1948]***, wherein it was observed as under:

“Even otherwise, even if the complainant seeks recovery of money, Section 489-F PPC is not designed by the Legislature as a recovery mechanism. The question as to whether a cheque was issued in discharge of a loan or obligation is to be determined by the trial court upon recording of evidence. The maximum punishment under Section 489-F PPC is three years, which does not bring the case within the prohibitory clause of Section 497 Cr.P.C. It is settled law that in offences not falling within the prohibitory clause, grant of bail is a rule and refusal an exception.”

11. Similarly, in a case of like nature, the Honourable Supreme Court of Pakistan in ***Ali Anwar Paracha v. The State and another (2024 SCMR 1596)*** held as under:

“In this view of the matter, the question whether the cheque was issued towards fulfilment of an obligation within the meaning of section 489-F, P.P.C. is a question, which would be resolved by the learned Trial Court after recording of evidence. The petitioner is behind the bars since his arrest. The maximum punishment provided under the statute for the offence under section 489- F, P.P.C. 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”.

12. The applicant has remained in custody since his arrest. Investigation has concluded and challan has been submitted under Section 173, Cr.P.C. No recovery is stated to be outstanding from the applicant; therefore, his further detention would serve no useful purpose. The maximum punishment prescribed under Section 489-F, P.P.C. is three years and the offence does not fall within the prohibitory clause of Section 497(1), Cr.P.C. It is the consistent view of the Superior Courts that in offences not falling within the prohibitory clause, grant of bail is a rule and refusal an exception, unless exceptional circumstances are shown, such as the accused being a

hardened or repeat offender, having prior convictions, being likely to abscond, or posing a real likelihood of tampering with the prosecution evidence. No such exceptional circumstance has been pointed out in the present case.

13. In view of the above discussed facts and circumstances, the applicant has succeeded in making out a case for grant of post-arrest bail, falling within the ambit of further inquiry as envisaged under Section 497(2), Cr.P.C.; accordingly, he is admitted to post-arrest bail subject to furnishing solvent surety in the sum of Rs.200,000/- (Rupees Two Hundred Thousand only) and P.R. bond in the like amount to the satisfaction of the learned trial Court.

14. Observations made herein are tentative in nature and shall not influence the merits of the case at trial.

**JUDGE**

Nadeem