

THE HIGH COURT OF SINDH AT KARACHI

Criminal Bail Application No.3014 of 2025

Applicant : Imran son of Muhammad Iqbal through Mr. Habib-ur-Rehman, Advocate

Complainant : Muhammad Tahseen Kanji son of Ameer Ali Kanji through Mr. Maqbool Ahmed, Advocate

The State : Through Ms. Seema Zaidi, Additional Prosecutor General, Sindh

Date of hearing : 24.12.2025

Date of decision : 24.12.2025

ORDER

Jan Ali Junejo, J.- Through this Criminal Bail Application under Section 497 Cr.P.C., the Applicant seeks his enlargement on post-arrest bail in Crime No. 250/2025 registered at P.S. Soldier Bazar, Karachi, for an offence under Section 489-F PPC. The Applicant earlier approached the VIth Judicial Magistrate, Karachi East in Bail Application No. 102/2025 and the XII-Additional District & Sessions Judge, Karachi East in Bail Application No. 5007/2025; both applications were declined vide orders dated 04.10.2025 and 24.10.2025, respectively. The Applicant, being aggrieved, has invoked the jurisdiction of this Court.

2. As per the FIR lodged on 12.07.2025, the complainant alleged that in May 2024 the Applicant, a friend of the complainant, took a friendly loan of Rs. 1,800,000 with a promise to return the same within fifteen days. Upon lapse of the initial period and grant of further time of three months, the Applicant allegedly issued three cheques drawn on Standard Chartered Bank—Cheque No. 68139712 dated 03.11.2024 for Rs. 500,000, Cheque No. 68139713 dated 04.11.2024 for Rs. 500,000, and Cheque No. 68139711 dated 13.11.2024 for Rs. 500,000—purportedly towards repayment. On presentation through Bank Al-Habib, Soldier Bazar Branch, the cheques were dishonoured for insufficient funds. The complainant asserts that despite intimation, the Applicant procrastinated, whereupon the FIR was lodged under Section 489-F PPC.

3. Learned counsel for the Applicant submits that the Applicant is innocent; the dispute is rooted in a running business relationship involving reciprocal dealings where cheques were exchanged to facilitate rendition of accounts and not strictly as immediate discharge of a liability. It is urged that there are mutual cheques inter se, and the complainant, without issuing any legal notice or exhausting civil remedies, rushed to the police to give a colour of criminality to a civil/commercial dispute. It is further argued that part payment of Rs. 141,000 was made on 02.08.2025 through banking channels, evidencing bona fides, and that the FIR is delayed without plausible explanation, casting doubt and attracting further inquiry within the meaning of Section 497(2) Cr.P.C. It is contended that Section 489-F does not fall within the prohibitory clause of Section 497 Cr.P.C.; the Applicant has no previous criminal record (CRO), is a permanent resident of Karachi, is the sole breadwinner, and undertakes to face trial, cooperate with the investigation, and not misuse the concession of bail. Prayer is made to admit the Applicant to bail.

4. Conversely, the learned Additional Prosecutor General, assisted by learned counsel for the complainant, opposes bail, arguing that the Applicant is specifically nominated; issuance of the cheques and signatures are not denied; bank memos show dishonour for insufficient funds; hence, the ingredients of Section 489-F PPC are prima facie satisfied. It is urged that the magnitude of amount reflects the gravity of the offence; that the plea of civil dispute is a defence requiring evidence, not a ground for bail at this stage; and that the alleged part payment is neither admitted nor duly established on record to relate to the subject liability. It is contended that the learned courts below have rightly declined bail and the present application merits dismissal.

5. I have heard the learned counsel for the parties and examined the tentative material. At the bail stage, deeper appreciation of evidence is eschewed; only a tentative assessment is made to ascertain whether the case calls for further inquiry or falls within the non-prohibitory clause warranting the exercise of discretion in favour of liberty. Offence under Section 489-F PPC is punishable with imprisonment which may extend to three years, with fine, and thus does not fall within the prohibitory clause of Section 497(1) Cr.P.C. As consistently held by the superior Courts, where the offence does not fall within the prohibitory clause, grant of bail is a rule and refusal an exception, subject to the existence of exceptional circumstances such as likelihood of abscondence, tampering with prosecution evidence, or the case disclosing ex facie circumstances that would disentitle the accused from concession of bail. The record shows

that while the issuance of cheques and their dishonour are asserted by the complainant with bank memos, the nature of the underlying transaction is a contested question. The Applicant's stance of a business relationship and mutual financial dealings, including alleged reciprocal cheques and part payment of Rs. 141,000 on 02.08.2025, if borne out at trial, may have a bearing on whether the cheques were issued in discharge of a legally enforceable obligation or as security/adjustment within a running account. The element "dishonestly issues a cheque with the knowledge that it will not be honoured on presentation" under Section 489-F, and whether the cheques were issued "towards repayment" of an existing liability, are matters requiring evidence. At this stage, the defence plea, supported at least by a banking transaction voucher annexed by the Applicant, cannot be brushed aside entirely and, in my tentative view, brings the case within the ambit of "further inquiry" contemplated by Section 497(2) Cr.P.C.

6. The FIR, though narrating the cheques dated November 2024, was lodged on 12.07.2025. While delay in lodging the FIR is not per se fatal, in a financial/cheque dispute it adds a layer that the defence may legitimately probe at trial, especially where parties claim pre-existing business relations. The absence of any allegation that the Applicant attempted to abscond, intimidate witnesses, or otherwise obstruct investigation is also material. Nothing has been placed on record to indicate that the Applicant is a previous convict, hardened offender, or that his custody is indispensable for any recoveries or completion of investigation. The offence is non-prohibitory and the defence raises a plausible plea of business dealings and partial adjustment. The superior Courts have repeatedly cautioned that criminal law should not ordinarily be employed to short-circuit civil/commercial liabilities; while Section 489-F criminalizes dishonest cheque issuance towards repayment, whether the statutory elements are met is a matter of proof.

7. In the present case, the balance of convenience tilts in favour of granting bail on the touchstone of the following considerations: the non-prohibitory nature of the offence; the disputed substratum of the alleged transaction, wherein a business relationship is asserted and the defence of security or adjustment cannot, at this stage, be regarded as improbable; the claim of documented part-payment through banking channels, which lends some support to the Applicant's bona fides, albeit subject to proof at trial; the delay in lodging the FIR in the context of an underlying financial dispute; and the absence of any prior criminal record. Moreover, the matter requires further inquiry within the meaning of Section 497(2), Cr.P.C., thereby justifying the grant of bail.

8. For the foregoing reasons, this Criminal Bail Application is allowed. The Applicant, Imran son of Muhammad Iqbal, is admitted to post-arrest bail in Crime No. 250/2025 under Section 489-F PPC, P.S. Soldier Bazar, Karachi, subject to Furnishing solvent surety in the sum of Rs. 100,000 (Rupees One Hundred Thousand only) and a personal recognizance bond in the like amount to the satisfaction of the learned trial Court concerned. It is clarified that the observations made hereinabove are tentative in nature, made solely for the purpose of disposal of this bail application, and shall not prejudice the case of either party during trial. These are the detailed reasons of the Short Order dated: 24-12-2025.

JUDGE

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