

IN THE HIGH COURT OF SINDH AT KARACHI

Cr. Bail Application No. 3606 of 2025

Applicant : Danish Irshad Ahmed through
Mr. Adeel Aslam Rana, Advocate.

Complainant : Hassan Mehdi through Mr. Haq
Nawaz Khan, Advocate.

Respondent : The State through Ms. Seema Aqdas
Addl. P.G. Sindh

Date of hearing : 16.03.2026.

Date of order : 16.03.2026.

ORDER

TASNEEM SULTANA, J.— Through this application, the applicant Danish Irshad Ahmed seeks post-arrest bail in FIR No.435/2025 registered at Police Station Baloch Colony, Karachi, for offence under Section 489-F, P.P.C. Earlier, his post-arrest bail application was declined by the learned II Civil Judge & Judicial Magistrate, Karachi South vide order dated 05.12.2025 and subsequently by the learned IXth Additional Sessions Judge, Karachi South, vide order dated 16.12.2025; hence, the present application for same concession.

2. Brief facts of the prosecution case, are that the complainant, along with his son Muhammad Adnan Zaidi, entered into a transaction with the applicant for purchase of a flat at DO Hius Residency, Bahria Town, Karachi, for a total consideration of Rs.66,00,000/-, out of which Rs.57,00,000/- was allegedly paid, including adjustment of an earlier property/file valued at Rs.52,00,000/-, while the remaining amount was to be paid at the time of possession. It is alleged that possession was not delivered within the agreed period and, upon demand of refund, the applicant issued eleven cheques bearing Nos.10019718, 10019719, 10019720, 10019721, 10019722, 10019723, 10019724, 10019725, 10019726, 10019727 and 10019728 amounting in aggregate to Rs.33,50,000/-, which were dishonoured due to insufficient funds; hence, the present FIR.

3. Learned counsel for the applicant contends that the applicant is innocent and has been falsely implicated in this case; that the dispute between the parties arises out of a property transaction; that the agreements of sale on record were executed between the purchaser

namely Muhammad Adnan Zaidi and the applicant's company and not with the complainant himself; that the entire matter pertains to enforcement of contractual obligations; that the cheques in question were issued in the backdrop of such disputed transaction and not towards a clearly established legally enforceable liability; that there is considerable delay in lodging of the FIR; that the offence does not fall within the prohibitory clause of Section 497, Cr.P.C. and the case of the applicant falls within the ambit of further inquiry within the meaning of Section 497(2), Cr.P.C.; and that the applicant is in judicial custody and no further recovery is required. He lastly prayed for grant of bail.

4. Conversely, learned Deputy Prosecutor General, assisted by learned counsel for the complainant, opposes the bail application and submits that the applicant, with dishonest intention, induced the complainant to enter into a property transaction and received a substantial amount of Rs.57,00,000/- thereafter, issued eleven cheques of his company, which were dishonoured due to insufficient funds; that the applicant is specifically nominated in the FIR with a defined role and the dishonoured cheques along with bank memos constitute sufficient incriminating material; that the applicant has failed to discharge his liability and no mala fide has been shown on the part of the complainant; and that the mere plea of civil dispute cannot absolve the applicant from criminal liability under Section 489-F P.P.C. It was contended that the applicant does not deserve the concession of bail.

5. Perusal of the record reflects that the case of the prosecution is founded upon an admitted transaction between the parties, wherein the complainant claims to have paid a substantial amount for purchase of a flat and, upon failure of the applicant to deliver possession, the amount was sought to be returned through issuance of cheques, which were subsequently dishonoured.

6. Perusal of the record further reflects that the transaction in question is governed by documented agreements of sale, including agreement dated 27.12.2021 relating to "DQ Hills Residencia" and subsequent agreement dated 09.05.2024 pertaining to "JBR Residency", which were executed between the purchaser, namely, Muhammad Adnan Zaidi and the applicant's company "D-Properties". The complainant himself is not shown to be a direct signatory to the said agreements; however, the material placed on record prima facie demonstrates that the alleged payments and subsequent dispute emanate from such contractual arrangement. The said agreements along with booking form and payment structure, reflect a

regulated commercial transaction involving merging of file, staged payments and agreed timelines.

7. A bare perusal of the clauses of the aforesaid agreements shows that the rights and obligations of the parties were governed through contractual stipulations, thereby giving rise to a predominantly civil framework. In such circumstances, the issuance of cheques appears to be intrinsically linked with the underlying disputed transaction rather than an independent act. In such circumstances, the question as to whether the cheques in question were issued towards a legally enforceable liability or otherwise, particularly, in the absence of direct contractual privity between the complainant and the applicant, requires deeper appreciation of evidence, which is not permissible at this stage.

8. So far as the contention regarding delay in lodging of FIR is concerned, the same stands explained in the FIR, wherein it is stated that the FIR was lodged pursuant to directions of the learned Court, however, the aspect of delay coupled with the admitted course of dealings between the parties further reinforces the need for cautious and tentative assessment at this stage.

9. Admittedly, the offence does not fall within the prohibitory clause of Section 497, Cr.P.C. and, in view of the above circumstances, the material available on record, when tentatively assessed, makes out a case of further inquiry within the meaning of Section 497(2), Cr.P.C.

10. In view of the above, the applicant has succeeded in making out a case for grant of post-arrest bail. Consequently, this bail application is allowed, and the applicant is admitted to 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.

11. The above observations are tentative in nature and shall not prejudice the case of either side at trial.

JUDGE