

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

Cr. Bail Appln. No. 790 of 2026.

Applicant : Jehanzeb Baber through M/s. Syed Arshad Hussain and M. Faizan Arshad, Advocates.

Complainant : Adnan Sagheer Ahmed Barni through Mr. Nazim Baig, Advocate.

Respondent : The State, through Ms. Rubina Qadir, Addl. P.G.

Date of Hearing : 29.4.2026.

Date of Order : 29.4.2026.

**O R D E R.**

**TASNEEM SULTANA-J.:-** Through this criminal bail application, the applicant Jahanzeb Babar seeks pre-arrest bail in FIR No. 910/2025 registered under Section 489-F, PPC at Police Station Defence, Karachi. Earlier, his B.B.A No. 451 of 2026 was declined by the learned Vth Additional Sessions Judge, Karachi South, vide order dated 14.02.2026, hence this application for the same concession.

2. The brief facts of the prosecution case are that the complainant Adnan Sagheer Ahmed Burni stated that on 08-06-2022 he entered into an investment agreement with Muhammad Adeel Siddiqui for an amount of USD 52,000 on the assurance of payment of at least USD 2,000 per month as profit. For some time the said amount was paid, however, subsequently default occurred. Thereafter, another agreement dated 06.02.2025 was executed between the complainant, Muhammad Adeel Siddiqui and Jahanzeb Babar, whereby they again undertook to pay the said monthly profit, but failed to honour the same. Subsequently, a further arrangement of USD 20,000 was made with the assurance that a new business would be started and profit of Rs. 500,000 per month would be paid while the earlier arrangement would continue. In lieu of the amount, accused Jahanzeb Babar issued two cheques bearing No. 172537808 dated 22.07.2025 for Rs. 855,000 and No. 172537811 for Rs. 2,165,000, while co-accused Muhammad Adeel Siddiqui issued two cheques bearing No. A9604211 dated 22.07.2025 for Rs. 597,000 and No. A9604172 dated 03.09.2025 for Rs. 2,115,000. Upon presentation, all the said cheques were dishonoured due to insufficient funds. The complainant further stated that Muhammad Adeel Siddiqui had also handed over his Canadian passport to gain confidence. In this manner, both the accused persons committed fraud, cheating and dishonesty with the complainant, whereupon the present FIR.

3. Learned counsel for the applicant contends that the applicant is innocent and has been falsely implicated with mala fide intention; that the dispute between the parties arises out of a business/investment relationship governed by written

agreements dated 08.06.2022 and 06.02.2025, whereby the complainant was a silent investor and the applicant along with co-accused was managing the business; that the complainant had paid an amount of Rs. 1,150,000/- to the applicant, out of which Rs. 1,120,000/- was returned to the complainant through banking channel, while the remaining amount of Rs. 30,000/- was adjusted towards staff salary on the instructions of the complainant; that the relationship between the parties remained purely contractual in nature involving ongoing financial dealings; that the complainant, being a partner and having access to the office, had obtained signed blank cheques of the applicant kept for contingency purposes and has misused the same with mala fide intention to blackmail and extort the applicant; that the subject cheques were not issued in discharge of any specific or legally enforceable liability; that the bank record does not support the prosecution version regarding presentation and dishonour of the cheques; that the FIR has been lodged after considerable and unexplained delay despite the alleged dishonour of cheques much earlier; that the allegations in the FIR are contrary to the documentary record including agreements and financial transactions; that the essential ingredient of dishonest intention, as required under Section 489-F, P.P.C., is lacking; that the matter is of civil nature arising out of business dealings; that the applicant has joined the investigation and is not likely to abscond or misuse the concession of bail; that the offence does not fall within the prohibitory clause of Section 497, Cr.P.C.; and that the case calls for further inquiry within the meaning of Section 497(2), Cr.P.C., therefore, the applicant is entitled for confirmation of pre-arrest bail.

4. Conversely learned Additional Prosecutor General, assisted by learned counsel for the complainant opposes bail application and contends that the agreements clearly show that the applicant had assumed financial obligations towards the complainant; that despite repeated assurances, the applicant failed to honour his commitments; that in discharge of such liability, the applicant issued cheques in favour of the complainant, which amounts to an acknowledgment of liability; that upon presentation, the said cheques were dishonoured due to insufficient funds, thereby attracting penal consequences under Section 489-F, P.P.C.; that the defence plea regarding business dealings, alleged adjustment of accounts, and so-called blank signed cheques is an afterthought, baseless, and unsupported by any material on record; that the complainant had no occasion to misuse any cheque, rather the cheques were voluntarily issued by the applicant in discharge of his obligation; that the dishonour of cheques coupled with failure to fulfill contractual obligations reflects dishonest intention; that sufficient material, including agreements and dishonoured cheques, is available on record connecting the applicant with the commission of the offence; that the offence alleged is serious in nature involving financial fraud; that the applicant is not entitled to the extraordinary relief of pre-arrest bail; that no mala fide on the part of the complainant

or the police has been established; and that the application being devoid of merits is liable to be dismissed.

5. Heard. Perused the record.

6. A tentative assessment of the material available on record reflects that the dispute between the parties admittedly arises out of a series of business/investment arrangements embodied in written agreements dated 08.06.2022 and 06.02.2025 as well as subsequent arrangements. These agreements prima facie indicate a continuing commercial relationship between the parties. It further appears that the complainant had invested an amount of USD 52,000 in the business of the accused persons, whereas the defence taken by the applicant is that the relationship between the parties was purely commercial in nature involving mutual financial dealings.

7. It is the case of the applicant that the complainant, having access to the office, came into possession of certain signed cheques kept for contingency purposes and has misused the same. This stance gains significance from the fact that the cheques referred to in the FIR differ from the cheque mentioned in the agreement dated 28.06.2025, wherein a security cheque bearing No. 24498687 was stated to have been issued by the applicant. Thus, the manner in which the subject cheques came into possession of the complainant, and their linkage with the contractual arrangements between the parties, prima facie requires determination after recording of evidence.

8. Furthermore, the record indicates that financial transactions between the parties were not unilateral and that the exact liability, if any, cannot be conclusively determined at this stage. The element of dishonest intention, which is essential for constituting an offence under Section 489-F, P.P.C., also appears to be a matter requiring evidence.

9. Prima facie, mere issuance and dishonour of a cheque does not constitute an offence under Section 489-F, P.P.C. unless it is shown that the cheque was issued with dishonest intention for repayment of a legally enforceable obligation. The offence does not fall within the prohibitory clause of Section 497, Cr.P.C., and it is a settled principle that in such cases grant of bail is a rule and refusal is an exception. Reliance is placed on ***Shehzad v. The State (2023 SCMR 679)*** and ***Tariq Bashir and others v. The State (PLD 1995 SC 34)***. The Hon'ble Supreme Court has repeatedly held that bail is neither punitive nor preventive, as punishment begins only after conviction. If a person is mistakenly granted bail, such error can be corrected upon conviction, whereas wrongful pre-trial detention, if ultimately found unjustified, causes irreparable harm to liberty. Reliance is also placed upon the judgment in ***Nazir Ahmed alias Bharat v. The State and others (2022 SCMR 1467)***, wherein it was observed as under:

“Section 489-F of P.P.C. is not a provision which is intended by the legislature to be used for recovery of an alleged amount, rather for recovery of any amount, civil proceedings provide remedies, inter alia, under Order XXXVII of C.P.C.”

**10.** The FIR was lodged after considerable delay from the alleged dishonour of cheque, for which no plausible explanation has been furnished at this stage; such delay, prima facie, casts doubt upon the bona fides of the prosecution. It is also noted that the investigation has been completed, challan has been submitted, and the applicant has joined the investigation.

**11.** In view of the above facts and circumstances, the applicant has succeeded in making out a case for further inquiry; consequently, the pre-arrest bail application is allowed and the interim pre-arrest bail granted to the applicant/accused vide order dated 10.03.2025 is confirmed on the same terms and conditions.

**12.** The observations made herein are tentative in nature and shall not prejudice the case of either party at the trial.

**JUDGE**