

IN THE HIGH COURT OF SINDH AT KARACHI

Criminal Bail Application No. 237 of 2026

Applicant : Qazi Khadeja Moin wife of Muhammad Moinuddin, through Syed Ali Ahmed Zaidi, Advocate

Complainant : Waqas Khalil through Mr. Afaque Ahmed Advocate

Respondent : The State through Mr. Muhammad Noonari Deputy Prosecutor General Sindh

Date of hearing : 20.04.2026

Date of order : 20.04.2026

ORDER

TASNEEM SULTANA, J.— Through this Criminal Bail Application, the applicant Qazi Khadeja Moin seeks pre-arrest bail in crime No.653 of 2025, for the offence under Section 489-F, P.P.C., registered at Police Station Clifton, Karachi. Earlier her pre arrest bail application No.66 of 2026 declined by the learned Additional Sessions Judge-VI, South, Karachi, vide order dated 23.01.2026. Hence this application for the same concession.

2. The brief facts of the prosecution case are that the complainant, Waqas Khalil, had advanced Rs.1,400,000/- to his aunt, Mst. Shabana, for business purposes on the assurance that the principal amount along with profit would be returned, whereafter a compromise agreement was executed. It is further alleged that Mst. Shabana informed the complainant that she was to receive money from the applicant, Mst. Khadeja Moin, and, towards partial discharge of liability, issued three cheques out of which two cheques, namely cheque No.00000699 dated 15.01.2025 for Rs.500,000/- and cheque No.00000700 dated 15.03.2025 for Rs.400,000/-, drawn on Habib Bank Limited, DHA Phase-VII Branch, Karachi. It is alleged that upon presentation, said two cheques were dishonoured with the remarks "account closed"; that the applicant avoided repayment and extended threats; and that despite repeated demands, the amount remained unpaid, whereafter the present FIR was lodged.

3. Learned counsel for the applicant submitted that the applicant has been falsely implicated with mala fide intention and ulterior motives; that the alleged amount was advanced by the complainant to his aunt, Mst.

Shabana, and not to the applicant; that the alleged compromise agreement was also executed between the complainant and Mst. Shabana, therefore, no legally enforceable liability is attributed to the applicant; that the prosecution story suffers from material contradictions inasmuch as the disputed cheques are dated 15.01.2025 and 15.03.2025 whereas the alleged date of occurrence is shown as 28.04.2025; that the FIR was lodged on 30.12.2025 with unexplained and inordinate delay; that even according to the complainant, the disputed cheques were handed over by Mst. Shabana and not by the applicant; that the applicant neither issued nor signed the disputed cheques; that one of the essential ingredients of Section 489-F, P.P.C., namely issuance of cheque towards discharge of legally enforceable liability, is prima facie missing; that another FIR bearing No.106/2025 has already been lodged regarding the same transaction, reflecting prior disputes inter se the parties; that the matter is predominantly documentary in nature requiring deeper appreciation of evidence at trial; that the offence does not fall within the prohibitory clause of Section 497, Cr.P.C.; therefore, he prayed for confirmation of pre-arrest bail already granted to the applicant.

4. Conversely, learned D.P.G., assisted by learned counsel for the complainant, opposed confirmation of pre-arrest bail and submitted that the disputed cheques were issued towards discharge of liability; that the complainant's financial dealings with the applicant are duly supported by documentary material as well as digital communications exchanged inter se the parties; that dishonour of the disputed cheques attracts penal consequences under Section 489-F, P.P.C.; that sufficient incriminating material is available on record connecting the applicant with the commission of the alleged offence; therefore, the applicant does not deserve the extraordinary concession of pre-arrest bail.

5. Heard. Record perused.

6. Perusal of record reflects that the complainant allegedly invested an amount of Rs.1,400,000/- in the business of his aunt, Mst. Shabana, on the assurance of return of principal amount along with profit; that said Mst. Shabana allegedly handed over three cheques purportedly belonging to the applicant on the assertion that she was to receive money from the applicant in connection with her business dealings; that upon presentation, two of the said cheques were dishonoured. The complainant, in support of his contention, has placed reliance upon a compromise deed executed between himself and Mst. Shabana. Prima facie, the material available on record reflects existence of business and monetary dealings between the

complainant and Mst. Shabana; however, the question whether the disputed cheques were issued by the applicant towards discharge of legally enforceable liability and with dishonest intention, as envisaged under Section 489-F, P.P.C., requires deeper appreciation of evidence, which can only be determined after recording of evidence at full-dress trial. Tentatively, the matter appears to fall within the ambit of further inquiry as contemplated under Section 497(2), Cr.P.C.

7. Reference may beneficially be made to the recent unreported judgment rendered by the Honourable Supreme Court of Pakistan in ***Muhammad Anwar v. The State (Crl. Petition No.442-L/2024)***, decided on 03.06.2024, wherein it was 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”

8. 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 is an exception.”

9. 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 fulfillment 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.”

10. In view of the above facts and circumstances, the applicant has succeeded in making out a case for confirmation of pre-arrest bail. Consequently, the instant pre-arrest bail application is allowed and the interim pre-arrest bail earlier granted vide order dated 28.01.2026 is hereby confirmed on the same terms and conditions.

11. Needless to mention that the observations made hereinabove are tentative in nature and shall not prejudice the case of either side at trial.

12. These are the reasons for my short order dated 20.04.2026.

JUDGE

Nadeem Qureshi *PA*