

IN THE HIGH COURT OF SINDH AT KARACHI.

Cr. Bail Appln. No. 833 of 2026.

Applicant : Shahbaz Ali Khan through Mr. Yasir Suddozai, Advocate.

Complainant : Arsalan through Mr. Kamran Ahmed, Advocate.

Respondent : The State through Mr. Muhammad Noonari, D.P.G Sindh.

Date of hearing : 22.04.2026.

Date of order : 22.04.2026.

ORDER.

TASNEEM SULTANA J:-Through this criminal bail application, the applicant Shahbaz Ali Khan seeks pre-arrest bail arising out of FIR No. 214 of 2025 registered under Sections 489-F/34 PPC at Police Station Sir Syed, Karachi. Earlier, his pre-arrest bail application No. 479 of 2026 was dismissed by the learned Additional Sessions Judge-I, Central Karachi, vide order dated 07.03.2026, hence, this application for the same concession.

2. The brief facts of the prosecution case are that the complainant alleged that he had entered into a sale agreement with the applicant and co-accused Mst. Shakila Bano in respect of plots situated at Sector 5-K, North Karachi, against total sale consideration of Rs.5,30,00,000/-, pursuant where to an amount of Rs.2,65,00,000/- was allegedly paid as token money. It was further alleged that upon repeated demands for return of the amount, the applicant and co-accused issued cheque bearing No. A-76205041 dated 06.01.2025 amounting to Rs.2,65,00,000/-, which upon presentation was dishonored on the ground of insufficient funds, whereafter the present case came to be registered at Police Station Sir Syed, Karachi.

3. Learned counsel for the applicant contended that the applicant is innocent and has been falsely implicated in the present case with mala fide intention; that the applicant and co-accused opened a bank account for payment of taxes and lease-related charges in respect of a plot owned by husband of co-accused Mst. Shakila Bano through banking channel and, in that regard, the complainant, who was residing in the same building and was acquainted with them, accompanied them to Meezan Bank; that during the process of issuance of cheque book, signatures of the applicant were obtained on the cheque in question on the pretext of bank formalities, which has subsequently been misused; that the alleged agreement to sell pertains to co-accused Mst. Shakila Bano whereas the present applicant has been shown therein as a witness; that in the summary suit instituted by the

complainant, the cheque in question has been attributed to co-accused Mst. Shakila Bano; that according to the alleged agreement, time for payment of remaining sale consideration was available till 10.02.2025 whereas the cheque in question bears date 06.01.2025; that the FIR has been lodged after considerable and unexplained delay; and that co-accused Mst. Shakila Bano has been granted pre-arrest bail by the learned trial Court. Learned counsel lastly prayed for confirmation of interim pre-arrest bail.

4. Conversely, learned DPG assisted by learned counsel for the complainant opposed the application and submitted that the applicant is specifically nominated in the case and the cheque in question bears his signatures; that the cheque amounting to Rs.2,65,00,000/- was dishonored due to insufficient funds; that the applicant has neither denied issuance of the cheque nor disputed his signatures appearing thereon; that the pleas raised by the applicant involve disputed questions of fact which cannot be conclusively examined at bail stage; and that mere pendency of civil proceedings does not bar criminal proceedings where commission of offence is prima facie made out. Learned DPG lastly prayed for dismissal of the instant bail application.

5. Heard. Record perused.

6. Perusal of the record reflects that the alleged agreement to sell annexed by the complainant pertains to co-accused Mst. Shakila Bano whereas the present applicant appears therein as a witness. It further appears that in the summary suit instituted by the complainant, specific averments have been made that defendant No.1 / co-accused Mst. Shakila Bano had issued the cheque from her joint account, whereas in the FIR allegations have been levelled against both accused persons, thereby prima facie giving rise to a question regarding the exact nature and extent of liability attributed to the present applicant.

7. It further reflects that as per contents of the alleged agreement, time for payment of remaining sale consideration was available till 10.02.2025 whereas the cheque in question bears date 06.01.2025. The plea raised by the applicant is that the applicant and co-accused intended to open a bank account for payment of taxes relating to a plot owned by husband of co-accused Mst. Shakila Bano through banking channel and, in that regard, the complainant, who was residing in the same building and was acquainted with them, accompanied them to Meezan Bank, where during the process of issuance of cheque book, signatures of the applicant were obtained on the cheque in question on the pretext that the same was required for bank formalities, which, according to the defence, was subsequently misused. Such plea cannot tentatively be resolved at this stage and would require deeper appreciation of evidence during trial. Moreover, the FIR appears to have been

lodged after considerable delay for which no satisfactory explanation has been furnished at this stage.

8. At this stage, the material available on record reflects that the prosecution case as well as the defence plea arise out of the alleged agreement to sell and the cheque in question. The question as to whether the cheque in question was issued towards fulfilment of a legally enforceable obligation or whether the same has subsequently been misused would be determined after recording evidence during trial. The liability as well as intention attached to issuance of cheque are disputed questions requiring further inquiry within the meaning of Section 497(2), Cr.P.C.

9. It is settled law that where a case calls for further inquiry into the guilt of an accused within the contemplation of Section 497(2), Cr.P.C., the accused becomes entitled to the concession of bail as a matter of right. Reliance in this regard is placed on the case of *Salman Mushtaq & others v. The State through P.G Punjab and another* (2024 SCMR 14), wherein the Honourable Supreme Court observed as under:-

“6. ...While considering the grounds agitated for enlargement on bail, whether pre-arrest or post-arrest, the atrociousness, viciousness and/or gravity of the offence are not, by themselves, sufficient for the rejection of bail where the nature of the evidence produced in support of the indictment creates some doubt as to the veracity of the prosecution case. Therefore, where, on a tentative assessment, there is no reasonable ground to believe that the accused has committed the offence, and the prosecution case appears to require further inquiry, then in such circumstances the benefit of bail may not be withheld as a punishment to the accused...”

10. The maximum punishment provided for the offence under Section 489-F PPC extends to 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 offences not falling within the prohibitory clause is a rule whereas refusal is an exception. Reliance in this regard may be placed upon *Abdul Rasheed v. The State* (2023 SCMR 1948), wherein the Honourable Supreme Court observed as under:-

“Even otherwise, even if the complainant wants to recover his money, Section 489-F of PPC is not a provision which is intended by the Legislature to be used for recovery of an alleged amount. In view of the above, the question of whether the cheques were issued towards repayment of the loan or fulfilment of an obligation within the meaning of Section 489-F PPC is a question, which would be resolved by the learned Trial Court after the recording of evidence. The maximum punishment provided under the statute for the offense under Section 489-F PPC 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 offenses not falling within the prohibitory clause is a rule and refusal is an exception.”

11. Similarly, reliance may further be placed upon *Abdul Saboor v. The State through A.G. KPK & another* (2022 SCMR 592), wherein the Honourable Supreme Court observed as under:-

“The maximum punishment provided under Section 489-F PPC is three years and the offence 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. 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 was allowed and interim pre-arrest bail granted to the applicant vide order dated 12.03.2026 was confirmed on the same terms and conditions. These are the reasons for my short order dated 22.04.2026.

13. Needless to say, the observations made herein above are tentative in nature and the same shall not prejudice the case of either party at the trial.

JUDGE