

THE HIGH COURT OF SINDH AT KARACHI

Criminal Bail Application No. 771 of 2026

Applicant : Muhammad Minhas Qazi
son of Muhammad Ilyas Qazi
through M/s. Fateh Iftikhar
& Ms. Nageen, Advocates

Complainant : Muhammad Salam Qureshi
son of Muhammad Tahir Qureshi
through M/s. Syed Muhammad
Abdul Kabir and Mr. Babar Ali,
Advocates

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

Date of hearing : 29.04.2026

Date of decision : 29.04.2026

ORDER

Jan Ali Junejo, J.- This is a post-arrest bail application filed by the applicant/accused Muhammad Minhas Qazi son of Muhammad Ilyas Qazi in FIR No.248 of 2025, registered at Police Station Soldier Bazar, Karachi under Section 489-F PPC. The applicant has approached this Court being aggrieved by the order dated 03.03.2026 passed by the learned Additional Sessions Judge-V/MCTC, Karachi East whereby his bail application was declined.

2. Briefly stated, the prosecution case is that the complainant alleged to have advanced an amount of Rs.10,00,000/- to the applicant for the purchase of property. In order to discharge the alleged liability, the applicant issued cheque No.23631122 dated 28.01.2024, drawn on NBP Sharifabad Branch, Karachi, which, upon presentation, was dishonoured on account of "insufficient funds." In this regard earlier, an FIR bearing No.29/2025 under Section 489-F PPC had also been lodged against the applicant. Subsequently, the applicant executed a written Iqarnama, paid Rs.3,00,000/- in cash to the complainant, and issued two cheques i.e. cheque No.55715217 amounting to Rs.3,00,000/- and cheque No.55715218 amounting to Rs.4,00,000/-, both dated 10.04.2025.

However, upon presentation, both cheques were again dishonoured; hence, the present FIR was registered.

3. Learned counsel for the applicant contended that the applicant is innocent and has been falsely implicated in the present case. It was argued that the dispute is purely civil in nature and arises out of private financial dealings. The cheques were not issued in discharge of any legally enforceable liability but were allegedly given as security. He also contended that applicant/accused is ready to give the amount to the complainant but the complainant is demanding more additional amount of Rs.5,00,000/-. Learned counsel further pointed out that there is an unexplained delay of about three months in lodging of the FIR. Lastly, it was prayed that as the offence does not fall within the prohibitory clause of Section 497 Cr.P.C., the applicant is entitled to the concession of bail.

4. Learned counsel for the complainant opposed the bail application on the ground that the applicant has admitted issuance and signatures on the cheque. It was argued that a huge amount is involved and the applicant has committed financial murder of the complainant. It was further contended that the cheques were issued towards repayment of liability and that the defence version is an afterthought. Learned counsel prayed for dismissal of the bail application.

5. Learned Additional Prosecutor General, Sindh, adopted the arguments advanced by the complainant's counsel and further contended that the applicant issued cheques towards discharge of admitted liability which were dishonoured upon presentation; that prior FIR on the same liability also exists and despite compromise the applicant again issued cheques which bounced; that issuance of cheques pursuant to settlement rather strengthens the prosecution case as liability stood acknowledged; that documentary banking record connects the applicant with the commission of offence; that plea of repayment or adjustment is a matter of evidence and cannot be examined at bail stage; that dishonest intention is prima facie evident from repeated dishonour; that no mala fide or ulterior motive on part of complainant or police has been shown. Prayer was made for dismissal of the bail application.

6. I have heard the learned counsel for the parties and perused the available record with due care and circumspection. Tentative assessment of the material placed on record reflects that the allegation against the applicant is that, to discharge an alleged outstanding liability arising out of property dispute, he issued cheques in favour of the complainant which,

upon presentation, were dishonoured. Issuance of cheques pursuant to settlement is also not disputed. The defence plea that substantial amount already stands repaid, and the remaining liability is under adjustment introduces a question requiring deeper appreciation of evidence. Whether the cheques were issued with dishonest intention at the time of issuance or formed part of compromise or security arrangement cannot be conclusively determined at this stage. The dispute, prima facie, emanates from property dispute carrying civil nature and no allegation of misappropriation independent of financial liability has surfaced from the record. Where liability, issuance of cheque and intention are disputed, the matter calls for further inquiry within the meaning of Section 497(2) Cr. P.C. Reliance is placed on the case of Salman Mushtaq & others v. The State through P.G Punjab and another (2024 SCMR 14).

: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.....

7. The offence under Section 489-F, P.P.C. carries punishment up to three years, hence it does not fall within the prohibitory clause of Section 497(1), Cr.P.C. Reliance is placed in the case of Abdul Rasheed v. The State (2023 SCMR 1948) wherein the Supreme Court has ruled as follows:

“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 fulfillment 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 offence 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.”

8. For the foregoing reasons, this Criminal Bail Application is allowed and the applicant/accused Muhammad Minhas Qazi son of Muhammad Ilyas Qazi is admitted to bail in FIR No.248 of 2025, under Section 489-F

PPC, registered at Police Station Soldier Bazar, Karachi, subject to furnishing solvent surety in the sum of Rs.50,000/- and P.R. bond in the like amount to the satisfaction of the learned Trial Court. Needless to observe that the above observations are tentative in nature and shall not prejudice the case of either party at trial. These are the detailed reasons of the Short Order dated: 29.04.2026.

JUDGE