

IN THE HIGH COURT OF SINDH AT KARACHI

Criminal Bail Application No. 479 of 2026

Applicants : 1. Muhammad Adnan son of Farman Ali
2. Muhammad Rizwan S/o. M. Ashraf Khan
Through Mr. Allah Ditta, advocate

Complainant : Dr. Abdul Rasheed son of Alam Khan
Through Mr. Muhammad Zareen Satti,
Advocate

The State : Through Mr. Sharafuddin Kanhar,
A.P.G Sindh

Date of hearing : 03.06.2026.

Date of order : 03.06.2026.

ORDER

Jan Ali Junejo, J.— Applicants Muhammad Adnan son of Farman Ali and Muhammad Rizwan S/o. M. Ashraf Khan seek pre-arrest bail in a case bearing Crime No. 1099/2025, for offence under section 406/506/34 PPC of P.S Gadap City, Karachi. Prior to this, the applicants had sought the same relief before the learned Additional Sessions Judge-VIII, Malir at Karachi, which was declined vide order dated 10.02.2026. They were admitted to interim pre-arrest bail by this court vide order dated 13.02.2025, now the matter is fixed for confirmation of interim bail or otherwise.

2. The prosecution case, in brief, is that the complainant, Dr. Abdul Rasheed, a medical practitioner residing in Saudi Arabia, alleged that on 23.05.2024 he entered into a sale agreement with accused Muhammad Adnan for purchase of Shop No. SR-03, situated on the ground floor of UBN Trade Tower, Bahria Town Karachi, for a total consideration of Rs.350 million. Pursuant thereto, he paid Rs.200 million as advance through four cheques to Muhammad Rizwan, stated to be the partner and brother-in-law of Muhammad Adnan, and subsequently paid a further sum of Rs.75 million through three cheques issued by his son Abdullah. According to the complainant, despite receiving substantial payment and repeatedly assuring delivery of possession, the accused continued demanding further amounts and ultimately informed him in August 2025 that the shop had been sold to another person. Upon visiting Pakistan in October 2025, the complainant allegedly discovered that the property had been transferred to one Muhammad Ilyas, whereupon he lodged the

instant FIR against the accused persons, alleging fraudulent conduct and misappropriation of the amount paid by him.

3. Heard and perused record.

4. As per the contention of the learned counsel for the applicant, the applicant has been falsely implicated with mala fide intention. He contends that the FIR has been lodged with unexplained delay of one year and six months and that the applicants have joined investigation and have not misused the concession of interim protection; therefore, he prays that the pre-arrest bail be confirmed.

5. The A. P. G. Sindh while not opposing the grant of bail, recorded his no objection to the instant application in view of the affidavit of no objection filed by the complainant, same is taken on record, wherein he categorically states that applicant Muhammad Adnan is ready to return his claimed amount and in this regard executed settlement agreement dated 01.06.2026 and so also has expressly raised no objection to the applicants being admitted to bail.

6. Notably, the complainant has since submitted an affidavit in which he has raised no objection to the grant of bail to the applicants. This has resulted in two conflicting versions, one set forth in the FIR and the other contained in the complainant's affidavit. Such divergence creates a situation where the veracity of the complainant's statement and his credibility can only be determined at the time of trial, after the recording of evidence. The law is very liberal especially when it is salutary principle of law that in the offences which do not fall within prohibitory clause, the grant of bail is a rule while its refusal is merely an exception. Accordingly, the interim bail already granted to the applicant vide order dated 13.02.2026 is confirmed on same terms and conditions.

7. Needless to mention here that the observations made hereinabove are tentative in nature and would not influence the trial Court while deciding the case of the applicant on merits. However, in case the applicant misuses the concession of bail in any manner, the trial Court shall be at liberty to cancel the same after giving him notice, in accordance with law.

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