

IN THE HIGH COURT OF SINDH AT KARACHI

Criminal Bail Application No.1488 of 2026

Applicant : Hassan Haroon
Son of Haroon
Through: M/s. Iftikhar A. Shah &
Waseem Khoso, advocates

Complainant : Muhammad Adnan Saleem
Son of Muhammad Saleem
Through: Ms. Mahnoor Seeraz,
advocate

The State : Through Mr. Sharafuddin Kanhar,
Assistant Prosecutor General Sindh
a/w SI-Riffat Sultan of PS Jamshed
Quarters.

Date of hearing : 22.06.2026

Date of Order : 22.06.2026

ORDER

Jan Ali Junejo, J:- Through this Criminal Bail Application filed under Section 497, Cr.P.C., the Applicant Hassan Haroon S/o. Haroon, seeks his release on bail in case FIR No. 216/2026, registered at Police Station Jamshed Quarters, Karachi, for an offence under Section 489-F, PPC. The Applicant is aggrieved of the order dated 06.05.2026 passed by the learned Additional Sessions Judge-V/MCTC, Karachi East in Criminal Bail Application No. 2348/2026, whereby his second bail was declined.

2. As per the FIR, the complainant Muhammad Adnan Saleem orally stated that he resides at the aforesaid address and is engaged in private business. He sold laptop computer accessories, printers and other related items to his friend Hassan Haroon son of Haroon valued at Rs.10,300,000/-. In consideration thereof, Hassan Haroon issued three cheques of his company namely Master of Trading Corporation, drawn on Meezan Bank, Plaza Branch, Karachi i.e.

Cheque No. A-18859908 dated 28.01.2026 for Rs.4,500,000/-, Cheque No. A-18859909 dated 28.01.2026 for Rs.4,500,000/-, and Cheque No. A-18859910 dated 28.01.2026 for Rs.1,300,000/-, duly signed by him. The complainant deposited all three cheques in his account maintained at Bank Alfalah Limited, Jamshed Road Branch, Karachi; however, on 30.03.2026, all three cheques were dishonoured and returned unpaid due to insufficient funds. Thereafter, he again approached Hassan Haroon for payment, but the latter continued to evade the matter. Consequently, he has lodged the present report. His complaint is against Hassan Haroon son of Haroon for issuing cheques which were dishonoured upon presentation, and he seeks legal action against him, hence this FIR.

3. Learned counsel for the Applicant contends that the applicant has been falsely implicated with mala fide intention and that the dispute between the parties is purely of a civil nature arising out of business dealings. He contends that no legally enforceable liability existed against the applicant, that the cheques in question were issued merely as security, and that there are material contradictions between the contents of the FIR and the complainant's subsequent stance regarding the nature of the transaction. He further argues that no documentary evidence, agreement, receipt, or proof of the alleged sale transaction has been produced by the complainant, rendering the prosecution case doubtful and calling for further inquiry. Learned counsel also points out the unexplained delay in lodging the FIR, non-compliance with the mandatory notice requirement under the Negotiable Instruments Act, and the applicant's clean antecedents with no previous criminal record. He submits that the offence under Section 489-F, P.P.C. falls within the non-prohibitory clause of Section 497, Cr.P.C., that the entire case rests upon documentary evidence already in the custody of the prosecution, and that there is no likelihood of the applicant absconding or tampering with the prosecution evidence. He lastly

contends that bail is the rule and refusal an exception in such cases, and therefore prays for the grant of post-arrest bail to the applicant.

4. Conversely, learned Assistant Prosecutor General assisted by learned counsel for the complainant oppose the bail. It is argued that the Applicant is specifically named; cheques admittedly emanate from the Applicant and were dishonoured, thereby attracting the mischief of Section 489-F, PPC. The delay is explained by ongoing settlement talks; the quantum involved is substantial; documentary material prima facie connects the Applicant to the transaction and the issuance of cheques; at this stage, the defence of "security cheques" is a disputed factual assertion to be proved at trial. It is urged that no mala fides are established; reliance is placed on the gravity of financial frauds requiring deterrence. Prayer is made for dismissal of bail application.

5. I have considered the arguments advanced by the learned counsel for the parties and perused the material available on record. At the bail stage, deeper appreciation is eschewed; the material is assessed tentatively. It appears that the prosecution case is primarily founded upon three dishonoured cheques allegedly issued by the applicant in favour of the complainant. The complainant has alleged that the cheques were issued towards payment of laptop accessories, printers and other related items sold to the applicant, whereas the defence has asserted that the transaction between the parties was in the nature of a business investment arrangement and that the cheques were issued merely as security. At this stage, the record reflects that the nature of the transaction between the parties is a disputed question of fact requiring deeper appreciation of evidence, which can only be undertaken by the trial Court after recording evidence. Whether the cheques were issued in discharge of a legally enforceable obligation, as contemplated under Section 489-F, P.P.C., or were merely security instruments, are matters which cannot be conclusively determined at the bail stage. The Hon'ble Supreme

Court and this Court have consistently held that where the status of a cheque as “security” or otherwise is under serious debate and the transaction is embedded in civil obligations, the matter ordinarily falls within the ambit of further inquiry under Section 497(2), Cr.P.C., absent exceptional features. In case where bail was granted in an offence under Section 489-F, P.P.C. i.e., *Ali Anwar Paracha v. The State and another (2024 SCMR 1596)*, the Honourable Supreme Court of Pakistan held that: *“In this view of the matter, the question whether the cheque was issued towards fulfilment 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”*. In another similar offence under Section 489-F, P.P.C., in the case of *Muhammad Anwar v. The State and another (2024 SCMR 1567)*, the Honourable Supreme Court of Pakistan was pleased to grant bail by observing that: *“In view of the above, the question whether the cheques were issued towards repayment of loan or 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 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”*.

6. The prosecution relies on jurisprudence counselling caution in financial scams. That principle is well-accepted; however, its application is fact-sensitive. Here, the case is individualized to a bilateral agreement concerning a single unit, not a wide-scale public swindle. Absent special features such as prior convictions,

abscondence, threats, or ongoing need for custodial investigation, the general rule favouring bail in non-prohibitory offences guides the discretion. In these circumstances, the case against the Applicant calls for further inquiry within the contemplation of Section 497(2), Cr.P.C. The continued incarceration, before trial and in a documentary, civilly-tinged dispute, risks converting the process into pre-trial punishment.

8. For the foregoing reasons, this Criminal Bail Application is allowed. The Applicant Hassan Haroon S/o. Haroon is admitted to post-arrest bail in case FIR No. 216/2026, under Section 489-F, PPC, Police Station Jamshed Quarters, Karachi, subject to his furnishing: Solvent surety in the sum of Rs. 200,000/- (Rupees Two Hundred Thousand only), and Personal recognizance bond in the like amount, to the satisfaction of the learned trial Court. It is, however, observed that the findings recorded herein are tentative in nature, made solely for the purpose of deciding the present bail application, and shall not prejudice the case of either party during the course of trial.

These are the detailed reasons for the Short Order dated 22.06.2026.

JUDGE