

# IN THE HIGH COURT OF SINDH AT KARACHI

## **Criminal Bail Application No.2025 of 2025**

Applicant : Muhammad Imran, Through: Mr. Muhammad Nazir Tanoli, advocate,  
Complainant : Arsalan, Through: Mr. Nouman Ali Bhutta, Advocate  
The State : The State: Through Ms. Seema Zaidi, Additional Prosecutor General, Sindh  
Date of hearing : 16.02.2026  
Date of Order : 16.02.2026

### ORDER

**Jan Ali Junejo, J:--** This order disposes of the present bail application filed by the applicant under Section 497, Cr.P.C., arising out of FIR No.210 of 2025, registered under Sections 489-F, 468 and 471, PPC at Police Station Kharadar, Karachi South. The earlier bail applications were dismissed by the learned Judicial Magistrate-XXVI, Karachi South in Bail Application No.234 of 2025 vide order dated 15-07-2025, and thereafter by the learned VIIIth Additional Sessions Judge, Karachi South in Bail Application No.2456 of 2025 vide order dated 24-07-2025.

2. Brief facts of the prosecution case, as disclosed in the FIR, are that the complainant alleged that he, along with his friend Zeeshan, entered into an investment arrangement with the applicant on 28.12.2023 concerning sale and purchase of plots, which was reduced into writing and witnessed by Muhammad Asif and Nasir Khan. It is alleged that the applicant initially paid profit but later

defaulted. Subsequently, on 20-03-2025, another agreement was executed for return of the invested amount, pursuant to which the applicant allegedly issued several cheques. One cheque bearing No.00690973 for Rs.30,000,000/-, drawn on Meezan Bank, was dishonored on 10-04-2025 due to insufficient funds. It is further alleged that the applicant misused letterheads of a private company to prepare forged documents in relation to plot transactions, whereafter the present FIR was lodged under Sections 489-F, 468 and 471 PPC.

3. Learned counsel for the applicant contended that the applicant has been falsely implicated due to a business dispute of civil nature. It was argued that the essential ingredients of Section 489-F PPC are missing, as there is no specific allegation that the cheque was issued for immediate encashment with dishonest intention. Learned counsel emphasized that prior to registration of FIR, the applicant had already approached his bank and requested stop-payment of multiple cheques, which fact was ignored by the courts below. It was further argued that there is unexplained delay of about thirteen days in lodging the FIR; that the amount allegedly invested, mode of payment, and terms of profit are not disclosed; that offences under Sections 468 and 471 PPC are non-cognizable; and that the entire matter requires further inquiry within the meaning of Section 497(2), Cr.P.C. Prayer was made for grant of bail.

4. The learned counsel for the complainant, while opposing the bail, submitted that the applicant admittedly issued the dishonored

cheque and cannot take refuge behind a purported civil dispute to defeat criminal liability. It was argued that a written agreement exists between the parties, evidencing the underlying transaction and the substantial amount involved, thereby negating the plea of false implication. Counsel further contended that the allegations of forgery and misuse of documents attributed to the applicant clearly demonstrate his dishonest intention from the inception of the transaction. It was asserted that the delay in lodging the FIR stands reasonably explained in the circumstances of the case and does not favour the applicant. In view of the gravity of the offence, the documentary material available on record, and the applicant's conduct, prayer was made for dismissal of the bail application.

5. Learned Additional Prosecutor General for the State, assisted by learned counsel for the complainant, opposed the bail application. It was argued that the applicant admittedly issued the cheque which was dishonored; that there exists a written agreement between the parties; that the amount involved is substantial; and that allegations of forgery and misuse of documents demonstrate dishonest intention. It was prayed that the bail application be dismissed.

6. I have considered the arguments advanced by the learned for the parties and perused the record with their assistance. At the bail stage, the Court is required to form a tentative assessment without entering into deeper appreciation of evidence. The FIR itself reflects that the dispute originated from a business arrangement relating to

investment and sale/purchase of plots. The precise amount allegedly invested, its mode of payment, ratio of profit, and number of cheques issued are not clearly spelled out in the FIR. Whether the cheque in question was issued for immediate encashment or merely as security is a matter requiring evidence.

7. The offence under Section 489-F PPC does not fall within the prohibitory clause of Section 497, Cr.P.C. Moreover, the allegations relating to forgery and use of forged documents are intertwined with the main transaction and their applicability shall be determined at trial. The defence plea regarding stop-payment instructions prior to lodging of FIR, the delay in registration of the case, and the civil complexion of the dispute, collectively raise questions which call for further inquiry within the meaning of Section 497(2), Cr.P.C. 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".*

8. It is a settled principle of law that bail cannot be withheld as a measure of punishment, and where reasonable doubt arises regarding the guilt of the accused at the tentative stage, the benefit should lean in favour of liberty.

9. In the above circumstances, and without delving into a deeper appreciation of the evidence, this Court is of the considered view that the applicant has made out a case for the grant of bail.

10. For the foregoing reasons, the present bail application is allowed. The applicant Muhammad Imran S/o. Muhammad Farooq is admitted to bail, subject to furnishing solvent surety in the sum of Rs.500,000/- and P.R. bond in the like amount to the satisfaction of the learned trial Court. Needless to observe that the observations made herein are tentative in nature and shall not prejudice the case

of either party during trial. These are the detailed reasons of the Short Order dated: 16-02-2026.

**JUDGE**