

IN THE HIGH COURT OF SINDH AT KARACHI

Criminal Bail Application No.435 of 2026

Applicant : Ali Hasnain, Through:
Mr. Ashfaq Ali Panhwar, advocate

Complainant : Waqar Hassan, Through:
Mr. Arsalan Abbasi, Advocate

The State : The State: Through Mr. Muhammad
Mohsin, A.P.G., Sindh

Date of hearing : 03.03.2026

Date of Order : 03.03.2026

ORDER

Jan Ali Junejo, J:-- Through the instant application filed under Section 497 Cr.P.C., the applicant seeks his post-arrest bail in case FIR No.01 of 2026 registered at Police Station Gulistan-e-Johar, Karachi, for the offence punishable under Section 489-F PPC. The earlier bail application of the applicant was declined by the learned Civil Judge & Judicial Magistrate/Consumer Protection Court, Karachi East, vide order dated 22.01.2026 and subsequently the bail application was dismissed by the learned VIIth Additional Sessions Judge, Karachi East, vide order dated 02.02.2026. Hence, the present bail application before this Court.

2. Briefly stated, as per contents of the FIR lodged by complainant Waqar Hassan, he is engaged in the business of property and vehicles and is acquainted with the present applicant. It is alleged that on 15.03.2025 the complainant invested an amount of Rs.4,000,000/- with the applicant for business purposes. When the complainant demanded return of his investment due to non-

payment of profit, the applicant issued cheque No.A-20941439 dated 01.10.2025 for an amount of Rs.4,000,000/- drawn on Meezan Bank Limited, PIA Cooperative Housing Society Branch, Karachi. Upon presentation of the cheque in Allied Bank Limited, the same was dishonoured on 12.11.2025 due to insufficient funds. It is further alleged that despite repeated demands the applicant refused to make payment, whereafter the present FIR was lodged.

3. Learned counsel for the applicant contended that the applicant is innocent and has been falsely implicated in this case. He submitted that the alleged transaction pertains to a business arrangement between the parties and the cheque in question was issued merely as security in relation to a proposed business venture which later collapsed due to circumstances beyond the applicant's control. It was further argued that the applicant's family has already arranged and paid an amount of Rs.3,000,000/- to the complainant and the remaining dispute is purely of civil nature. Learned counsel further argued that the offence under Section 489-F PPC does not fall within the prohibitory clause of Section 497 Cr.P.C., therefore grant of bail is a rule and refusal is an exception. He submitted that the applicant is a student of Doctor of Physical Therapy and his continued incarceration is seriously affecting his education. Learned counsel further submitted that the case requires further inquiry within the meaning of Section 497(2) Cr.P.C. and prayed that the applicant may be admitted to bail.

4. Conversely, learned Assistant Prosecutor General assisted by learned counsel for the complainant opposed the bail application

and contended that the applicant had admittedly received the amount from the complainant and issued the cheque which was dishonoured due to insufficient funds. It was argued that the conduct of the applicant clearly reflects dishonest intention and the defence plea regarding issuance of cheque as security and alleged repayment of amount is not supported by documentary evidence. Learned counsel therefore prayed that the bail application be dismissed.

5. I have heard learned counsel for the parties and carefully perused the record. From tentative assessment of the material available on record, it appears that the case arises out of a monetary transaction between the parties relating to an alleged business investment. The determination as to whether the cheque was issued towards discharge of liability or merely as security and whether dishonest intention existed on the part of the applicant are questions which require deeper appreciation of evidence and can only be resolved during trial.

6. It is also noteworthy that the offence alleged against the applicant is punishable with imprisonment which may extend to three years or with fine or with both and thus the same does not fall within the prohibitory clause of Section 497 Cr.P.C. The settled principle of law is that in offences falling outside the prohibitory clause, bail is to be granted as a rule unless exceptional circumstances exist showing likelihood of abscondence or tampering with prosecution evidence. No such exceptional circumstance has been pointed out by the prosecution.

7. Furthermore, the alleged transaction appears to have emanated from a business arrangement between the parties and the defence plea regarding partial repayment and nature of the cheque raises arguable questions which prima facie bring the case within the ambit of further inquiry as contemplated under Section 497(2) Cr.P.C. The question of dishonest intention, which is an essential ingredient of the offence under Section 489-F PPC, would require recording of evidence and its proper appreciation during trial. 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. Keeping in view the overall facts and circumstances of the case, the nature of allegations, the punishment provided for the offence and the settled principles governing grant of bail in non-prohibitory offences, I am of the tentative view that the applicant has made out a case for grant of bail.

9. Consequently, the instant bail application is allowed. The applicant Ali Hasnain S/o. Mehboob Hussain Mari is admitted to bail subject to his furnishing solvent surety in the sum of Rs.100,000/- (Rupees One Hundred Thousand Only) and P.R. bond in the like amount to the satisfaction of the learned trial Court in case arising out of FIR No.01 of 2026 registered under Section 489-F PPC at Police Station Gulistan-e-Johar, Karachi. 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 03.03.2026.

JUDGE