

THE HIGH COURT OF SINDH, BENCH AT SUKKUR

Crl. Bail Application No.S- 661 of 2026

Applicant : Jan Muhammad Malik, through Mr. Noor Muhammad Siyal, Advocate.

Complainant : Abdul Qayoom through Mr. Khalid Hussain Abro, Advocate.

Respondent : The State through Mr. Muhammad Raza Katohar, Deputy P.G.

Date of Hearing : **14-09-2026**

Date of Order : **14-09-2026**

O R D E R

TASNEEM SULTANA, J.- Through the instant criminal bail application, applicant Jan Muhammad seeks pre-arrest bail in Crime No.200 of 2026, registered at Police Station A-Section Ghotki, for an offence under Section 489-F, P.P.C. His earlier application for the same relief was dismissed by the learned Additional Sessions Judge-III, Ghotki, vide order dated 02.07.2026. Hence, the instant application for the same concession.

2. Brief facts of the prosecution case are that complainant Abdul Qayoom alleged that, on account of friendly relations, he advanced an amount of Rs.675,000/- to the applicant in September 2025. In repayment thereof, the applicant allegedly issued cheque No.18915896 dated 20.11.2025 for Rs.675,000/-, drawn on his account maintained with National Bank of Pakistan, Ghotki Branch. Upon presentation, the cheque was dishonoured due to insufficient funds. According to the complainant, despite repeated demands and assurances, the amount was not paid and the applicant ultimately refused to make payment, whereupon the F.I.R. was lodged on 18.06.2026.

3. Learned counsel for the applicant contended that the applicant is innocent and has been falsely implicated with mala fide intention and ulterior motive; that the financial transaction was between the sons of applicant and complainant and an agreement was also executed in that regard; that out of Rs.675,000/-, the applicant had already paid Rs.645,000/- on different dates, leaving a balance of Rs.30,000/-; that despite receipt of the said amount, the complainant

did not return the cheque and subsequently presented it for encashment; that the nature and extent of the alleged liability, as well as the effect of the agreement and payments made thereunder, require determination after recording evidence; that there is considerable delay in lodging the F.I.R.; and that the offence under Section 489-F, P.P.C. does not fall within the prohibitory clause of Section 497, Cr.P.C. He, therefore, prayed for confirmation of the interim pre-arrest bail.

4. Conversely, learned Deputy Prosecutor General, assisted by learned counsel for the complainant, opposed the application and contended that the applicant issued the cheque for Rs.675,000/- against a subsisting liability; that the cheque pertains to his account and was dishonoured due to insufficient funds and that the applicant has failed to establish mala fide or ulterior motive on the part of the complainant so as to justify the extraordinary relief of pre-arrest bail. They, therefore, prayed for dismissal of the application.

5. Heard. Record perused.

6. The record reflects that cheque No.18915896 for Rs.675,000/- pertains to the account of the applicant and was dishonoured due to insufficient funds. The defence, however, is that the cheque was connected with financial dealings between the sons of the parties. In support of such plea, the applicant has relied upon an agreement stated to have been executed between the parties and has asserted that Rs.645,000/- had already been paid against the amount of Rs.675,000/-. The said agreement forms part of the record. Whether the cheque was issued in discharge of a subsisting liability of Rs.675,000/- and what effect is to be given to the payment claimed by the applicant are matters to be determined by learned trial Court after recording evidence. The case, therefore, calls for further inquiry within the meaning of Section 497(2), Cr.P.C.

7. The offence under Section 489-F, P.P.C. does not fall within the prohibitory clause of Section 497, Cr.P.C. The settled principle is that, in offences falling outside the prohibitory clause, grant of bail is a rule and refusal an exception. Reliance in this regard is placed on **Abdul**

Rasheed v. The State (2023 SCMR 1948), wherein the Honourable Supreme Court observed as follows: —

“6.....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 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 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 offences not falling within the prohibitory clause is a rule and refusal is an exception....”

8. Similarly, in **Abdul Saboor v. The State through A.G. Khyber Pakhtunkhwa and another (2022 SCMR 592)**, the Honourable Supreme Court observed that the maximum punishment provided for an offence under Section 489-F, P.P.C is three years and the offence does not fall within the prohibitory clause of Section 497, Cr.P.C. It was further observed that Section 489-F, P.P.C. is not intended to be used for recovery of an alleged amount and that, for recovery, civil proceedings provide remedies, inter alia, under Order XXXVII of the Code of Civil Procedure. The case was held to fall within the ambit of Section 497(2), Cr.P.C. calling for further inquiry.

9. In view of the above facts and circumstances, the applicant has succeeded in making out a case for grant of pre-arrest bail. Consequently, the instant bail application is allowed and the interim pre-arrest bail granted to the applicant vide order dated 07.07.2026 is hereby confirmed on the same terms and conditions.

10. The observations made hereinabove are tentative in nature and shall not prejudice the case of either party at trial.

11. These are the reasons for my short order dated 14.09.2026.

J U D G E