

IN THE HIGH COURT OF SINDH AT KARACHI

Criminal Bail Application No. 2426 of 2026

Applicant : Rashid Khan
son of Muhammad Saeed Khan
Through Mr. Nasrullah Korai
advocate

Complainant : Amir Taimoor
Son of Jehan Fareed
Through; Mr. Nadeem Arshad
advocate

The State : The State:
Through Ms. Najma Latif Golo,
APG.

Date of hearing : 24.09.2026.

Date of Order : 24.09.2026.

ORDER

Jan Ali Junejo, J:- Through this order, I intend to decide the instant post-arrest bail application filed under Section 497 Cr.P.C. by the applicant namely Rashid Khan son of Muhammad Saeed Khan, who seek his release on bail in connection with FIR No.560 of 2026 registered at Police Station Steel Town, Karachi for the offences punishable under Sections 489-F PPC. The applicant has approached this Court being aggrieved by the order dated 01.08.2026 passed by the learned Additional Sessions Judge-IV, Malir at Karachi whereby his bail application was declined.

2. Briefly stated, the prosecution case as reflected in the FIR is that the complainant is a resident of the address mentioned in Column No.2 of the FIR and is engaged in his own business. He stated that in the

presence of witnesses Ghulam Dad and Ikramullah, he entered into a business arrangement with accused Rashid Khan relating to the sale and supply of steel/rebar. He alleged that from 26.09.2025 to 17.12.2025, he supplied rebar to the accused by obtaining the same from different companies on his reference, against which the accused made payments through online transfers and cheques, which were duly recorded in the complainant's shop ledger. He further alleged that on 05.12.2025, he supplied 25,550 kilograms of rebar to the accused through different companies for a total amount of Rs.6,132,000/-, out of which the accused paid Rs.1,500,000/- through an online transfer from the company account, whereas for the remaining amount he issued five cheques in the presence of the aforesaid witnesses pursuant to a written agreement. The complainant stated that the cheques included Cheque No.00000033 dated 11.01.2026 for Rs.632,000/-, Cheque No.00000034 dated 13.01.2026 for Rs.1,000,000/- and Cheque No.00000032 dated 15.01.2026 for Rs.1,000,000/-, all drawn on HBL Bank, Freedom Account, Mauripur Branch, Karachi. He alleged that upon presentation of the said cheques through his account maintained with Meezan Bank, Gulshan-e-Hadeed Phase-I Branch, Karachi, the same were dishonoured due to insufficient funds in the account maintained in the name of Rashid Enterprises, whereafter the bank issued written advice slips dated 11.05.2026. The complainant informed the accused Rashid Khan about the dishonour of the cheques, he avoided making payment and continued to delay the matter on one pretext or another. Hence, this FIR.

3. Learned counsel for the applicant/accused, while reiterating the grounds taken in the bail application, contended that the applicant is innocent and has been falsely implicated; that the FIR was lodged after an unexplained delay of three days, while the cheques dated 11.01.2026, 13.01.2026 and 15.01.2026 were presented only on 11.05.2026, which creates doubt about the prosecution version. He further contended that the complainant's own version is inconsistent regarding the nature of the transaction, describing it both as an investment and as a commercial transaction for supply of steel, whereas the applicant categorically denies any legally enforceable liability or issuance of the disputed cheques to the

complainant. Learned counsel submitted that the applicant had business dealings with third persons, from whom the complainant could have procured the signed cheques and subsequently misused them. He further pointed out that the signatures on the alleged agreement are disputed and materially differ from the applicant's admitted signatures, requiring evidence and, if necessary, expert examination. It was argued that these disputed questions cannot be conclusively determined at the bail stage and render the case one of further inquiry under Section 497(2), Cr.P.C. Learned counsel also submitted that the investigation has been completed, challan under Section 173, Cr.P.C. has been submitted, the documentary evidence is already in possession of the prosecution, and no further recovery is required; hence, continued detention of the applicant, who has remained in custody since 17.05.2026, serves no investigative purpose. He lastly submitted that the alleged offence does not fall within the prohibitory clause of Section 497, Cr.P.C., and, cumulatively, the disputed liability, issuance and signatures of the cheques/agreement, delayed presentation and other circumstances call for further inquiry, entitling the applicant to the concession of bail. In support of his contention he relied upon the case reported in 2023 SCMR 2122, 2024 SCMR 1596, 2023 SCMR 1948, 2024 SCMR 1567 and 2014 YLR 1319.

4. Learned counsel for the complainant vehemently opposed the grant of bail and submitted that the learned trial court had rightly dismissed the bail application filed on behalf of the accused. He further argued that no ground is taken in addition to filing an instant bail application and it is 100% the same as filed before the learned trial court and decided on merits. He further submitted that the challan has been submitted and if the applicant/accused is released on bail there is a likelihood of tampering with the prosecution evidence. He lastly prayed that the applicant/accused is not entitled to the concession of bail, therefore, the bail application may be dismissed. In support of his arguments, he relied on the cases of reported as 2009 SCMR 174, 2023 P.Cr.L.J 398, 2021 SCMR 1466, 2024 SCMR 1719, 2019 SCMR 1129, 2011 MLD 1288, 2019 YLR Note 34 and 2025 P.Cr.L.J 602.

5. The learned APG appearing on behalf of the State fully adopted the submissions advanced by the learned counsel for the complainant. She

also opposed the grant of bail to the applicant, asserting that sufficient material has been collected during investigation connecting the accused with the offence, and thus, the case does not fall within the ambit of further inquiry.

6. I have heard the learned counsel for the applicant, learned counsel for the complainant and learned APG for the State and have carefully examined the available record with their able assistance.

7. The allegation against the applicant primarily rests upon issuance and subsequent dishonour of the disputed cheques, allegedly towards an outstanding amount arising from a business transaction between the parties. The applicant, however, has specifically disputed the underlying liability as well as the issuance of the disputed cheques towards any legally enforceable debt or obligation. He has also disputed the execution and genuineness of the alleged agreement and the signatures appearing thereon. These are factual controversies which require determination through evidence and cannot be conclusively resolved at the stage of bail.

8. It is also noticeable that the cheques relied upon by the prosecution bear dates 11.01.2026, 13.01.2026 and 15.01.2026, whereas the same were presented for encashment only on 11.05.2026, after a considerable lapse of time. The circumstances in which the cheques were retained and subsequently presented, as well as the explanation for such intervening period, would require assessment in the light of the evidence to be recorded at trial. Likewise, the question whether the disputed cheques were voluntarily issued by the applicant towards discharge of a legally enforceable liability is also a matter requiring determination by the learned trial Court.

9. The alleged agreement relied upon by the prosecution is also specifically disputed by the applicant. Its execution, authenticity, signatures and evidentiary value cannot be finally determined without recording evidence and, if required, obtaining expert opinion. Thus, at this stage, the said document cannot be treated as an unimpeachable piece of evidence against the applicant.

10. It is an admitted position that the investigation has been completed and challan under Section 173, Cr.P.C. has already been submitted before the learned trial Court. The prosecution case is predominantly based upon documentary material, including the disputed cheques, bank documents and the alleged agreement, which are already available on the record. Therefore, no specific material has been brought to my notice demonstrating that the applicant's further incarceration is necessary for the purpose of investigation or that his release would enable him to tamper with the evidence already collected by the prosecution.

11. In this regard, guidance may be sought from the judgment of the Honourable Supreme Court of Pakistan in **Ali Anwar Paracha v. The State and another (2024 SCMR 1596)**, wherein, while dealing with an offence under Section 489-F, P.P.C., it was observed that the question whether a cheque was issued towards fulfilment of an obligation within the meaning of Section 489-F, P.P.C. is a matter to be resolved by the learned trial Court after recording evidence. It was further observed that the maximum punishment provided for an offence under Section 489-F, P.P.C. is three years and that the offence does not fall within the prohibitory clause of Section 497, Cr.P.C., whereafter the settled principle regarding grant of bail in non-prohibitory offences was reiterated.

12. Similarly, in **Muhammad Anwar v. The State and another (2024 SCMR 1567)**, the Honourable Supreme Court observed that whether the disputed cheques were issued towards repayment of a loan or fulfilment of an obligation within the meaning of Section 489-F, P.P.C. was a matter to be resolved by the learned trial Court after recording evidence. It was further observed that an offence under Section 489-F, P.P.C. does not fall within the prohibitory clause of Section 497, Cr.P.C.

13. In the present case, the disputed nature of the underlying financial liability, issuance of the cheques, execution and genuineness of the alleged agreement, and the circumstances surrounding the delayed presentation of the cheques, when considered collectively, create circumstances requiring further inquiry within the meaning of Section 497(2), Cr.P.C. At the bail stage, this Court is not required to conduct a deeper appreciation of evidence or determine the ultimate guilt or innocence of the applicant.

The prosecution will have full opportunity to establish its case through evidence before the learned trial Court.

14. For the foregoing reasons, without expressing any final opinion on the merits of the case, I am of the tentative view that the case of the applicant calls for further inquiry within the meaning of Section 497(2), Cr.P.C. Moreover, the alleged offence under Section 489-F, P.P.C. does not fall within the prohibitory clause of Section 497, Cr.P.C. Accordingly, the instant post-arrest bail application is **allowed** and the applicant Rashid Khan son of Muhammad Saeed Khan is admitted to bail subject to furnishing solvent surety in the sum of Rs.2,00,000/- (Rupees Two Lac only) and P.R. bond in the like amount to the satisfaction of the learned trial Court.

15. It is clarified that the observations made herein are tentative in nature and shall have no bearing upon the merits of the case at trial, where the learned trial Court shall decide the matter strictly in accordance with law and on the basis of evidence brought before it.

JUDGE