

**THE HIGH COURT OF SINDH,
CIRCUIT COURT, HYDERABAD.**

**Present:
Justice Jawad Akbar Sarwana**

1st Appeal No. 07 of 2025

1. For hearing of CMA 339/2025.
2. For hearing of main case.

Appellant : Muhammad Imran Akhtar s/o Akhtar Ali
through Mr. Abdul Bari Panhwar,
Advocate.

Respondent : Muhammad Munir s/o Muhammad
Hussain by caste Ansari through Mr.
Aijaz Hussain Jatoi, Advocate.

Dated of hearing : 24.12.2025.
Date of Order : 24.12.2025.
Date of reasons : 17.10.2026.

ORDER

JAWAD AKBAR SARWANA, J: This matter has been part heard by me on several dates of hearing and was kept today for final (closing) arguments. However, Mr. Adil Hussain, Advocate holds brief for Mr. Abdul Bari Panhwar, Advocate for appellant submits that Counsel is in Naushahro Feroze and will be in Sukkur next week but will definitely be available on the last day of this roster i.e. 24.12.2025.

2. The contentions so far submitted by the Counsel for appellant/defendant are that the appellant/defendant simply issued no cheque to the respondent/plaintiff and that at the best as per an alleged Agreement dated 13.07.2021 (copy of which is available on page 113), he merely issued a blank cheque as per the said agreement (available at page 111). He contends that this cheque was to be kept by the respondent/plaintiff as a

surety. Yet this aspect of the matter has not been properly considered by the learned 1st Additional District Judge, Kotri in Summary Suit No.22/2023 in impugned judgment dated 17.12.2024. Counsel's contentions have been vehemently opposed by the counsel for respondent/plaintiff.

3. On perusal of appeal it appears that the following selected material is available in the examination-in-chief and the cross examination concerning the alleged sale agreement dated 13.07.2021 (available on page 113) and the alleged blank cheque (available on page 111):-

“It is correct that the cheque referred to by me in this suit is the same one which was referred in the sale agreement dated 13.07.2021. Defendant had himself issued cheque to me with written amount as Rs.90,00,000/-. I do not remember anything about sale agreement dated 13.07.2021 and all I remember is that one agreement was taken place by defendant after issuance of cheque. I don't know if along with my application under section 22-A Cr.P.C I had annexed copy of blank cheque No.00367375....”

“Defendant issued cheque of Rs.90,00,000/- to me for returning my Rs.46,00,000/- as per prevalent market rate of two shops as sufficient time had been passed after paying sale consideration of Rs.46,00,000/- by me....”

“No formal agreement was executed at the time of returning of my Rs.46,00,000/- in shape of cheque of Rs.90,00,000/- by defendant....”

4. In view of the above it appears that while appellant/defendant has denied issuance of cheque yet at the same time in the evidence brought on record the respondent/plaintiff has denied the agreement of 13.07.2021 when plaintiff in his cross examination deposed that no formal agreement was executed at the time of returning of Rs.46,00,000/- in the shape of cheque of Rs.90,00,000/- to the defendant. Furthermore, there is no explanation as to how a signed cheque came into the possession of the respondent/plaintiff and also why did he issue a blank cheque. Further there is also no evidence available to demonstrate that the appellant/defendant was unaware of the whereabouts of cheque in question which was ultimately presented and dishonoured. It is common ground that there is/was a business transaction

between the parties and none have denied this. Thus it is no one's case that there was no consideration for the cheque in question. The only defence raised by the appellant/defendant is/was that the cheque in question was a blank cheque. However, this plea is not substantiated.

5. Counsel holding brief for the counsel for appellant/defendant requests for time to bring on record evidence to negate the observations made by this bench based on the examination-in-chief and cross examination to meet the challenge recorded by the orders passed by me today. On his request and as a last chance, to come up on **24.12.2025 at 08-30 a.m.** Interim orders passed earlier to continue.

24.12.2025.

4(a). The appellant/defendant Muhammad Imran Akhtar submitted in his cross examination that **"my signatures are fake one. I only purchased the stamp paper of rent agreement and written down the same only. It is incorrect to suggest that my signatures available in cheque in question so also signatures available on rent agreement are same. It is incorrect to suggest that both signatures available in cheque and rent agreement are mine. Both are not mine."**

It appears from the aforesaid statement made under Oath by the appellant/defendant that he was denying the signature on the said cheque but this was contrary to the assertion made by the learned counsel for appellant as recorded by the order dated 31.01.2025 wherein counsel pointed out that appellant had issued a blank cheque No.00367375 in favour of the respondent as security for some sale transaction and that cheque was filled up by respondent subsequently and presented and dishonoured. If this was the case then the memo of dishonor does not indicate that the cheque was bounced because of a mismatch in the signature. In fact the evidence brought on record indicates that the cheque was dishonoured for insufficient funds.

Counsel for the appellant/defendant submitted that Muhammad Imran was/is an illiterate person and therefore when the cheque apparently got lost he did not act prudently to take appropriate action to report the said having been lost to the police authorities. It was nobody's case in the evidence that the cheque was allegedly of 9,00,000/- which was the balance amount as mentioned in the alleged agreement No.E-927266. In both Summary Suit and the application u/s 22-A & B Cr.P.C, the respondent/plaintiff claimed that he had purchased the two shops from Muhammad Imran Akhtar whereas the agreement only referred to one shop.

Counsel for the respondent/plaintiff referred to the examination-in-chief in Criminal Case No.16-A/2023 filed by the complainant Akhtar Ali against Muhammad Munir wherein the appellant/defendant's son Muhammad Farhan has deposed as follows:-

"It is correct to suggest that my father after selling the shops to Muneer against the cheque of Rs.90,00,000/- committed fraud and ran away."

Counsel for the respondent/plaintiff submitted that the said criminal case concluded in acquittal of the Muhammad Munir. This complaint was filed by the father of Muhammad Imran Akhtar namely Akhtar Ali.

JUDGE

Tufail