IN THE HIGH COURT OF SINDH AT KARACHI

Criminal Bail Application No. 583 of 2026.

Applicant	:	Syed Muhammad Hassan son of Syed Khalid Shakoor, Through M/s. Amir Nawaz Warraich & Abrar Hussain, Advocate.
Respondent	:	The State Through Mr. Muhammad Noonari, Deputy P.G. Sindh duly assisted by Arfan Hussain Shah, Advocate for the Complainant.
Date of hearing	:	27.08.2026
Date of order	:	27.08.2026

O R D E R

KHALID HUSSAIN SHAHANI, J. — Applicant Syed Muhammad Hassan seeks concession of pre-arrest bail in Crime No. 76/2024, registered at Police Station Nazimabad, Karachi, for offences punishable under Sections 420, 468, 471 and 34 of the Pakistan Penal Code, 1860. The applicant's earlier recourse to the same relief before the learned VI-Additional Sessions Judge, Central, Karachi, met with dismissal by order dated 22.08.2025.

2. The narrative set out in the FIR discloses that the complainant, Dr. Muhammad Shoaib Khan, in June 2023 entered into a purported agreement of sale with the applicant and co-accused Muhammad Adil for acquisition of Plot No.R-817, Block 19, Federal B Area, Karachi. It is averred that the complainant discharged a total sale consideration of Rs.14,000,000/-, partly in cash and partly through banking instruments, and even divested himself of his personal vehicle to meet this obligation. On 23.11.2023, the applicant and his co-accused are alleged to have called upon the complainant at his residence, tendered a sale agreement executed in the name of one Abdul Ejaz, and simultaneously received a further sum of Rs.300,000/- together with the original title documents, ostensibly to effectuate registration. Registration, however, never materialized the applicant and his associate having resorted to successive pretexts and prevarications. Convinced that the underlying instrument was forged and that he had been the victim of a calculated design to defraud, the complainant set the criminal law in motion, culminating in the impugned FIR.

3. Learned counsel appearing for the applicant submits that the controversy is essentially contractual and civil in complexion, and has been given an unwarranted criminal colour to browbeat his client. It is contended that the applicant's role was confined to that of an intermediary who merely introduced the complainant to the true vendor, Abdul Ejaz, and that no complicity in forgery or fraud can be attributed to him. Reliance is placed on the sale agreement itself, which bears the signatures of all concerned parties including the complainant, with no material demonstrating its fabrication. It is further urged that the parties had earlier been associated in a joint venture for construction and sale of the property on a profit-sharing basis, that the co-accused had already invested Rs. 2,000,000/- and issued post-dated cheques pursuant to a settlement, and that the dishonour of those instruments, which spawned FIR No. 272/2024 under Section 489-F PPC cannot retroactively taint the present prosecution. Learned counsel maintains that the impugned agreement was executed inter se the complainant and Abdul Ejaz and not the applicant, that the FIR itself suffers from an unexplained delay of two months casting doubt on its veracity, and that since the entire case rests upon documents already secured by the investigating agency, no purpose would be served by further custodial interrogation, the ingredients of Sections 468 and 471 PPC being conspicuously absent. It is added that the applicant carries no criminal antecedents, is not a flight risk, has attended the trial Court with regularity while under the interim protection of this Court, and that parity is available inasmuch as co-accused Muhammad Adil already stands admitted to bail. On this composite premise, confirmation of the interim bail is prayed for.

4. Learned Deputy Prosecutor-General, ably assisted by learned counsel for the complainant, has resisted the application with considerable vehemence. It is submitted that the applicant and his co-accused had earlier secured pre-arrest bail in the very same crime through Bail Application No. 266/2024, conditioned upon a written undertaking whereby they acknowledged the transaction in unequivocal terms and bound themselves to transfer the subject property to the complainant within ninety days. Upon default, Criminal Miscellaneous Application No. 148/2024 for cancellation of bail was filed, whereupon the accused proffered a fresh "settlement" and issued three post-dated cheques, formally placed on the judicial record on 31.07.2024. These instruments too were dishonoured, giving rise to FIR No. 272/2024 under Section 489-F PPC. Their bail was thereafter cancelled by the learned VI-Additional Sessions Judge, Central, Karachi, vide order dated 10.12.2024, with a

direction to surrender, a direction the accused chose to defy, resulting in their being declared proclaimed offenders in Criminal Case No. 1695/2024. Subsequent attempts to secure pre-arrest bail in FIR No. 272/2024 likewise met with dismissal. It is emphasized that documentary material including bank statements and cheques annexed at pages 53 and 55 (Annexure C-4) establishes receipt by the co-accused of Rs.3,195,000/- directly into his personal account from the complainant, and that investigation has revealed the ostensible vendor, Abdul Ejaz, to be devoid of any lawful title, the supporting documents having been found forged. Learned Deputy Prosecutor-General contends that the applicant's repeated defiance of judicial directions, his absconding, and his consequent misuse of the concession earlier extended to him disentitle him from further indulgence, invoking the ratio of 2015 SCMR 1716[1] for the proposition that persons implicated in organized fraud coupled with persistent non-compliance forfeit any claim to discretionary relief. Dismissal of the application is accordingly prayed for.

5. I have heard learned counsel for the respective parties at length and have subjected the record, including the order dated 19.05.2025 passed by this Court declining post-arrest bail to co-accused Muhammad Adil, to close and anxious scrutiny.

6. A holistic appraisal of the record discloses a sequence of events that, far from bearing the innocuous hue of a commercial disagreement, betrays calculated deceit, fraudulent manipulation, and a conscious subversion of the judicial process. The complainant's case is that in June 2023 he entered into a transaction concerning Plot No. R-817, Block 19, Federal B Area, Karachi, for a consideration of Rs. 14,000,000/-, ostensibly to be purchased from one Abdul Ejaz son of Abdul Ghani, a vendor introduced and vouched for by the applicant and his co-accused. The transaction, though buttressed by sale documents, receipts and undertakings, ultimately crystallized into allegations of fraud and criminal breach of trust, culminating in the registration of FIR No. 76/2024 under Sections 420, 468, 471 and 34 PPC.

7. During the pendency of Bail Application No. 266/2024, the applicant and his co-accused voluntarily furnished written undertakings dated 15.02.2024 before the learned VI-Additional Sessions Judge, Central, Karachi. In so doing, they impliedly, indeed expressly admitted the transaction, acknowledged receipt of consideration, and bound

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[1] *Ch. Muhammad Ashfaq v. The State and others*

themselves to transfer the property and deliver vacant possession within ninety days, going so far as to lodge the original title documents in Court as testament to their bona fides. This conduct constitutes nothing short of an unequivocal admission of liability and a candid acknowledgment of their material role in the transaction. That commitment, however, went un-honoured, prompting the complainant to seek cancellation of bail through Criminal Miscellaneous Application No. 148/2024. Rather than submit to the consequences of default, the accused proposed a second "settlement," issuing post-dated cheques aggregating Rs.14,000,000/-, two of which were drawn by the applicant himself. Dishonour of these instruments precipitated FIR No. 272/2024 under Section 489-F PPC, and a further application for cancellation of bail (Cr. Misc. Application No. 298/2024) followed. The learned VI-Additional Sessions Judge, by a well-reasoned order dated 10.12.2024, held that both accused had grievously misused the concession of bail and, through successive breaches of solemn undertakings, had forfeited any entitlement to further discretionary relief. Despite explicit judicial direction to surrender, the applicant and his co-accused absconded, resulting in their being declared proclaimed offenders in Criminal Case No. 1695/2024 before the learned IX-Judicial Magistrate, Central, Karachi, with non-bailable warrants issued in consequence, the applicant remaining a fugitive from justice for a considerable period thereafter. Subsequent applications for pre-arrest bail in FIR No. 272/2024 (Bail Applications No. 2907/2024 and 2995/2024) were also dismissed; the latter for non-prosecution, a circumstance that only reinforces the inference of willful evasion and want of bona fides.

8. The record further discloses an incriminating financial trail. The co-accused received Rs.3,195,000/- from the complainant through cross cheques deposited into his personal account maintained with Meezan Bank (Account No. 01140100982393), the very account from which the dishonoured post-dated cheques of the subsequent settlement were drawn. This financial paper trail corroborates the complainant's version of monetary consideration and squarely negates the applicant's assertion that he was a disinterested facilitator with no direct stake in the transaction. More damning still is the finding, borne out by investigation and reflected in the report under Section 173 Cr.P.C., that Abdul Ejaz, the purported vendor possessed no lawful title to the subject plot, a fact confirmed by the Karachi Development Authority, and that the sale agreement, receipts and lease documents relied upon were forged and fabricated in their entirety. These spurious documents were deployed not merely to induce the complainant to part with his property and funds, but

were also placed before a Court of law in the course of earlier bail proceedings, an audacious attempt to secure judicial imprimatur for a fabricated narrative. Viewed cumulatively, the applicant's conduct including the tender of forged documents in judicial proceedings, the deliberate breach of solemn undertakings, defiance of court directions, and eventual absconding betrays a calculated design to exploit legal remedies in furtherance of fraud, amounting not to mere lapses of compliance but to conscious acts of obstruction and bad faith that disentitle him from the exercise of discretion in his favour.

9. It is well settled that where an accused has abused the concession of bail, flouted the directions of a competent Court, or been implicated in organized economic crime involving the deception of the public at large, such conduct forecloses any claim to equitable relief. This Court is mindful that the Superior Courts have consistently emphasized that the conduct of an accused, both antecedent and subsequent to the commission of the offence, together with the likelihood of further misuse of the concession, must weigh heavily in the exercise of judicial discretion in cases involving systematic financial fraud. Courts remain under a continuing constitutional obligation to safeguard the public interest and to deter abuse of process wherever an accused has demonstrated a settled propensity to subvert judicial authority.

10. It bears emphasis that white-collar offences, particularly those involving real-estate scams, forged instruments, and inducement through fraudulent representations have emerged as sophisticated instruments of exploitation with far-reaching consequences, eroding not merely the financial stability of individual victims but public confidence in the integrity of transactional structures at large. Where the commission of an offence is marked by breach of trust conjoined with fraudulent misrepresentation and buttressed by forged documentation, it transcends the boundaries of a civil dispute and squarely attracts penal liability under Sections 420, 468 and 471 PPC. The submission that the present controversy is essentially civil in character is, therefore, misconceived: the applicant has, through his own written undertakings tendered in judicial proceedings, admitted his role; the subsequent issuance of dishonoured cheques, the submission of forged documents, and his evasion of the judicial process together transmute the matter into one of structured criminality rather than simple contractual default. The plea of "further inquiry" contemplated under Section 497(2) Cr.P.C. does not arise where, as here, the record furnishes sufficient prima facie material of active participation, conscious

misrepresentation, and post-offence conduct calculated to undermine the integrity of the proceedings.

11. The contention that all relevant documents already stand in the possession of the investigating agency, obviating the necessity of further recovery, though factually accurate, carries no material weight in the present context. In offences involving criminal breach of trust, forgery, and economic fraud, the requirement of recovery is not the exclusive touchstone for the grant of bail; the inquiry must instead extend to the gravity of the allegations, the character of the evidence, the manner of commission, the post-offence conduct of the accused, and the risk of continued misuse of the concession, were it to be granted. The applicant, having remained a proclaimed offender and having previously abused judicial indulgence, presents a manifest risk of continued evasion should he be enlarged on bail. What has increasingly come to be described in judicial discourse as "financial murder" the calculated, organized exploitation of a victim's resources under the guise of legitimacy, finds apt application to the facts at hand: the complainant was systematically divested of his resources under false assurances buttressed by counterfeit documentation, and the resultant economic hardship, reputational injury, and procedural delay he has suffered cannot be lightly disregarded. The justice system must remain vigilant not merely to punish such conduct after the fact, but to ensure that the very safeguards it affords, such as the concession of bail are not turned into instruments for the perpetuation of the wrong.

12. The plea of a "partnership" or joint-venture arrangement, raised for the first time in the present application, bears the unmistakable hallmark of an afterthought devised to deflect culpability. It found no mention whatsoever in the earlier round of bail proceedings, nor does it find any anchor in the documentary record or in witness testimony. No written instrument delineating the terms of any such partnership, whether as to shareholding, profit distribution, or joint ownership has been produced. In the absence of cogent material establishing a tri-partite arrangement, this plea fails to inspire judicial confidence, particularly where advanced for the first time at so advanced a stage of the proceedings; Courts are not to act upon vague, self-serving assertions unsupported by evidentiary foundation.

13. It is axiomatic that the grant of bail is a discretionary relief, to be exercised judiciously and never in favour of an accused who, having once

secured that concession, proceeds to exhibit contempt for the judicial process by violating solemn undertakings, tendering forged documents, and absconding from the jurisdiction of the Court. The Superior Courts, in a consistent line of authority including PLD 2007 SC 539[2] and 2015 SCMR 1716[3] have held that an accused who misuses the indulgence extended by a Court, or who attempts to subvert the due course of justice, forfeits the equitable relief of bail. In the case at hand, the cumulative conduct of the applicant including his written admissions of liability, the dishonour of financial instruments issued by him, the proven submission of forged documents before a Court of law, and his deliberate absconding, unmistakably reveals a strategy of manipulation and deception designed to defeat the due process of law. The submission that the matter, being essentially documentary, does not warrant custody is equally untenable: in cases of white-collar crime, forged instruments, and financial fraud, the culpability of an accused cannot be assessed by reference to recovery alone: his conduct, intent, and misuse of the judicial process weigh with equal, if not greater, force.

14. As regards the plea of parity founded upon the bail granted to co-accused Muhammad Adil, it is a matter of record that his bail too was declined by this Court, and that his subsequent admission to post-arrest bail proceeded upon a statutory ground personal to him, a ground unavailable to the applicant. The applicant has, in consequence, failed to demonstrate the rule of consistency so as to found a claim to the concession of anticipatory bail. The record furnishes reasonable grounds, within the contemplation of Section 497(1) Cr.P.C., to believe that the applicant stands implicated in a serious economic fraud involving forged public and private documents, fraudulent inducement, and a systemic breach of public trust, conduct that strikes at the very root of commercial and legal certainty and calls for a firm judicial response, both to forestall further abuse and to preserve the credibility of the justice system.

15. Having regard to the totality of the circumstances including the gravity of the allegations, the applicant's sustained pattern of conduct, his repeated violation of judicial trust, and his role in placing forged documents before a Court of law and for the reasons detailed in the preceding paragraphs, I find no justification for extending the concession of bail to the applicant; his own conduct disentitles him from discretionary relief at this stage. The application, being devoid of merit, is accordingly

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[2] *Muhammad Bashir v. Station House Officer, Okara Cantt. and others.*
[3] *Ch. Muhammad Ashfaq v. The State and others*

dismissed. The Office is directed to transmit a copy of this order to the learned trial Court for information, necessary compliance, and placement on the relevant file.

16. It is clarified that the observations and findings recorded herein are tentative in nature, confined strictly to the disposal of the present bail application, and shall not be construed so as to influence the learned trial Court in its adjudication of the matter on merits.

J U D G E