IN THE HIGH COURT OF SINDH, CIRCUIT COURT, HYDERABAD

Cr. Bail Application No. S-759 of 2026

Applicant	:	Abdul Aziz s/o Ghulam Abbas Chandio, **through** Mian Taj Muhammad Keerio, Advocate.
Complainant	:	Rehmatullah **through** Mr. Mazhar Ali Khaskheli, Advocate.
Respondent	:	The State Through Ms. Sana Memon, Assistant Prosecutor General, Sindh.
Date of hearing	:	21-09-2026
Date of order	:	21-09-2026

O R D E R

JAWAD AKBAR SARWANA, J.- Through the captioned post-arrest bail application, applicant/accused Abdul Aziz s/o Ghulam Abbas Chandio seeks post-arrest bail in Crime No.141/2026, registered at Police Station Jamshoro, for the offence U/S 489-F PPC. Earlier, the learned Additional Sessions Judge-II, Jamshoro, declined the applicant/accused first post-arrest bail application vide order dated 09.06.2026.

2. As per the FIR, lodged on 12.05.2026 at 2330 hours, the complainant Rehmatullah had entered into an agreement with the father of the applicant/accused and allegedly purchased the subject land, which has formed the basis of the current dispute between the parties. It transpires that Ghulam Abbas Chandio passed away and thereafter, complainant Rehmatullah approached the applicant/accused to purchase the deceased father's share in the property. The parties entered into an agreement, after which the accused issued a cheque for Rupees Three Million (RS.30,00,000) dated 15.04.2026 in relation to the subject land transaction. Ultimately, the complainant, Rehmatullah, presented the said cheque to his bankers, but it bounced.

3. Heard learned counsel for the parties and the Assistant Prosecutor General, Sindh, and perused the record.

4. The cheque in question dated 15.04.2026 was presented during banking hours and bounced and is supported by a memo of

dishonorment as well as the parties are at idem concerning the execution/signature of the cheque. The applicant/accused has claimed that the said cheque relates to the subject land transaction, where his father already held 50% of the share; thus, the subject-matter cheque was in the nature of guarantee/security, whereas the complainant has contended that the cheque was in the name of the complainant and the element of dishonesty under Section 489-F in the facts and circumstances of the case is made out.

5. The question of whether the underlined consideration of the cheque was a guarantee/security or the full and final payment towards the purchase of the subject property; and whether the element of dishonesty is established beyond reasonable doubt in the facts and circumstances of the case remains a question of trial. Therefore, the applicant/accused's case calls for further inquiry, on this score. Even so, the punishment for the alleged offence does not fall within the prohibitory clause of Section 497 Cr.P.C., and in the circumstances, bail is the rule and refusal is the exception. Consequently, the applicant/accused Abdul Aziz s/o Ghulam Abbas Chandio is admitted to the concession of post-arrest bail subject to his furnishing solvent surety in the sum of Rs.850,000/- and P.R. Bond in the like amount to the satisfaction of the learned trial Court.

6. Needless to mention that the observations made herein are merely tentative and shall not be relied upon by the parties or by the trial Court and shall not influence the learned trial Court at the time of final decision based on merits after recording of evidence.

J U D G E

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