IN THE HIGH COURT OF SINDH AT KARACHI

Crl. Acquittal Appeal No. 393 of 2018

Appellant	:	Syed Noman Hussain through Mr. Aijaz Ali Hisbani, Advocate
Respondents	:	Waseem Anwar & Others through Ms. Rahat Ahsan, Addl.P.G.
Date of hearing	:	9-12-2019
Date of order	:	9-12-2019

ORDER

Omar Sial, J: Syed Noman Hussain has impugned an order dated 13-6-2018 passed by the learned Vth Judicial Magistrate, West, Karachi. In terms of the said order the respondents in this appeal, namely, Waseem Anwar and Muhammad Ali were acquitted of a charge under sections 506 and 420 P.P.C

2.   Facts relevant for the present purpose are that the appellant bought a car on lease from Dubai Islamic Bank. He subsequently further rented that car out to Waseem Anwar on the recommendation of Muhammad Ali (both the respondents). The terms of the rental were that Waseem would pay Noman the rent as well as the bank installment of the loan taken from the Bank by Noman. Waseem defaulted on his obligations and as a consequence Noman filed F.I.R. No. 21 of 2017.

3.   I have heard the learned counsel for the appellant as well as the learned Addl.P.G. My observations are as follows.

4.   The Court has been informed that the subject vehicle has been re-possessed by the Bank. The learned counsel could not controvert the fact that the signatures on the supposed agreement between the appellant and the respondent had not matched nor that there were no witnesses to the said transaction or the fact that the appellant was threatened. Further, the alleged agreement between the parties shows that the same has been executed on 1-8-2016 however the appellant by his own admission (as contained in the F.I.R.) states that the agreement was concluded on 25-8-2016. The learned counsel has been unable to point out any flaw in the impugned order that would necessitate interference by this Court. Needless to say a double presumption of innocence also works in favour of the appellant.

5.   In view of the above, the appeal stands dismissed.

JUDGE