

**ORDER SHEET**  
**IN THE HIGH COURT OF SINDH AT KARACHI**

Crl. Bail Application No. 1733 of 2020

---

Date order with signature of Judge

---

For hearing of bail application.

**17<sup>th</sup> December, 2020**

Mr. Memoodul Hasan, advocate for applicant.  
Mr. Talib Ali Memon, APG a/w ASI Naveed Hussain, I.O. of the case.  
Sahal Bin Sohail, complainant present in person.

=====

Omar Sial J: Muhammad Khurram has sought post arrest bail in crime number 152 of 2020 registered under section 489-F P.P.C. at the Jauharabad police station. Earlier, his application seeking bail was dismissed by the learned 7<sup>th</sup> Additional Sessions Judge, Karachi Central on 27-10-2020.

2. Background to the case is that Sahal bin Sohail lodged the aforementioned FIR on 20-7-2020 reporting an incident that had occurred on 6-7-2020. He narrated that he in the business of buying and selling scrap and that from 5.4.2019 till December 2019 he had given scrap to his friend Muhammad Khurram (the applicant) in consideration of which Khurram had given him 2 cheques in the amounts of Rs. 2,200,000 and 2,500,000, which cheques bounced when presented at the banks counters on 6-7-2020.

3. I have heard the learned counsels for the applicant as well as the learned APG. My observations are as follows.

4. There is an investment agreement entered into between the applicant and the complainant which prima facie shows the transaction entered into between the parties as alleged by the complainant. The signatures on the said agreement however are denied by the applicant. He asserts outright that the agreement has been "manufactured" by the complainant. Merely on a tentative assessment the signature on the agreement does appear a bit different than the applicant's signature on his national identity card. No handwriting expert's opinion was sought by the investigating officer. It will only be at trial that the learned trial

court will be in a position to conclusively determine this fact. I am however unable to conclusively rule out malafide at this preliminary stage in view of the bad blood between the two former friends turned business partners.

5. I am surprised to note that the entire case property in this case is in an unsealed condition in the possession of the complainant. Upon a query from the investigating officer as to why he did not seize the said property under a memo, he apologized and justified the lapse on the ground that he lacked investigation experience. Once again, the impact of this lapse will be determined by the learned trial court after evidence is led at trial.

6. An offence under section 489-F P.P.C. though not bailable falls under the non-prohibitory clause of section 497 Cr.P.C. I see no extraordinary or exceptional circumstances to deny the applicant bail.

7. In view of the above, the applicant is admitted to bail subject to his furnishing a solvent surety in the sum of Rs. 200,000 and a P.R. Bond in the like amount to the satisfaction of the learned trial court.

JUDGE