

THE HIGH COURT OF SINDH KARACHI

Criminal Bail Application No. 556 of 2023

For hearing of Bail Application.

Applicant/ Accused : Mirza Ghazanfar Baig son of Mirza Sherbaz Baig, through Mr. Manzoor Hussain Soomro, Advocate.

Complainant : Adnan Sagheer Ahmed Burni son of Sagheer Ahmed through Mr. Abbas Ali Shar, Advocate.

The State : Through Ms. Amna Ansari, Additional Prosecutor General Sindh.

Date of hearing : 19-04-2023

Date of order : 19-04-2023

*FIR No. 592/2020
U/s: 489-F PPC
P.S. Defence, Karachi.*

ORDER

Adnan Iqbal Chaudhry J. - The Applicant/ Accused seeks post-arrest bail in the aforesaid crime after the same had been declined by the Additional Sessions Judge-XI, Karachi (South) by order dated 04-03-2023.

2. As per the FIR lodged on 02-09-2020, the Complainant reported that he was a trader of construction material who had dealings with a builder namely Ali Hassan Shah and his associate namely the Applicant; that for transactions amounting to Rs. 3 crore, both Ali Hassan Shah and the Applicant had given cheques to the Complainant which were dishonored; that subsequently, after some negotiations, the Applicant issued five fresh cheques of Rs. 900,000/- each (total Rs. 45,00,000/- lacs) but all of them were dishonored.

Heard the learned counsel, the APG Sindh and perused the record.

3. Each of the cheques is dated 05-02-2020. As per the challan, one cheque each was presented on 07-02-2020, one on 10-02-2020, and the remaining three were presented on 08-04-2020. On the other hand, the FIR was lodged on 02-09-2020 i.e. after a period of nearly four

months. The reason for the delay has yet to surface. Contention of the Applicant is that he had given the cheques as a guarantor for the money owed by Ali Hassan Shah to the Complainant and that he had no independent relationship with the Applicant; that subsequently, there was a settlement between the Complainant and Ali Hassan Shah, but the cheques were retained by the Complainant with *malafides*. Given the delay in lodging the FIR, the grounds urged by the Applicant cannot be ruled out at this stage. Whether the cheques were issued with dishonest intention is a question that in the given circumstances calls for a further inquiry into the guilt of the Applicant. The alleged offence also does not fall within the prohibitory clause of section 497 Cr.P.C. and thus grant of bail is the rule and its refusal the exception. Therefore, the Applicant is granted bail subject to furnishing solvent surety in the sum of **Rs. 500,000/- [Rupees One Hundred Thousand Only]** alongwith P.R. Bond in like amount to the satisfaction of the Nazir of this Court.

Needless to state that observations herein are tentative and nothing herein shall be construed to prejudice the case of either side at trial.

SHABAN*

JUDGE