

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI
Cr. B.Appl.No.2522 of 2024

17.12.2024

Mr. Owais Ali Shah, Advocate for applicants a/w applicants.
Mr. Abdul Haleem Jamali, advocate for complainant a/w complainant.
Ms. Seema Zaidi, Addl.P.G.

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For hearing of bail application

ORDER

MUHAMMAD IQBAL KALHORO J: Complainant is a businessman, who got a scrap business and he had supplied of Rs.300,000,000/-. As per FIR, he has supplied scrap of Rs.300,000,000/- to the applicants on the payment of which they have defaulted and initially two FIRs under section 489-F PPC, registered against the applicants. After the FIR an mutual agreement was executed between the parties, whereby the applicants undertook to pay Rs.5,000,000/-, a property of Rs.25,000,000/- and the remaining amount within certain period. As per complainant present in Court the agreement was not adhere to by the applicants and subsequently he got present FIR registered with five cheques amounting to Rs.10,851,000/-. On presentation in the bank the cheques were dishonored.

2. Learned counsel for the applicants submits that the cheques were given in security. The partnership agreement between the parties which fact has been concealed, the applicants have already filed suit for redemption of account, in which statusquo has been passed and the property of more than Rs.25,000,000/-has already been transferred in the name of complainant, hence the applicants are entitled to concession of bail. Learned counsel for the applicants has relied upon the case law reported as 2024 SCMR 1567 (Muhammad Anwar Vs. The State and another).

3. On the other hand, learned counsel for the complainant has opposed bail, stating that out of Rs.300,000,000/-, the applicants have paid Rs.30,000,000/- by transferring a property of Rs.25,000,000/- and Rs.5,000,000/- in cash but since then they did not comply with the mutual agreement, complainant was constrained to file FIR against them.

4. Learned Addl.P.G. has opposed bail, stating that prima-facie, applicants are involved in this case. Complainant is present has confirmed the contents of FIR.

5. I have considered submission of the parties and perused the material available on record. In the investigation the fact that these cheques were given to the complainant in security has not been found through mutual agreement. It appears that applicants have admitted that an amount of Rs.300,000,000/- outstanding against them in terms of the business. As far as civil suit is concerned, complainant has stated that he has not received the amount, of which even otherwise, there is no embargo in law that civil proceedings and criminal proceedings cannot run together. Apart from that complainant has also filed civil suit for recovery of amount against the applicants. It is not disputed that these cheques belong to the applicants and on presentation in the bank were dishonored. No favourable report in investigation has come in respect of the fact that these cheques have not been issued by the complainant on account of amount they owe to the complainant. Concession of pre-arrest bail is only for the innocent persons, who are falsely implicated in the criminal case by the complainant or police. Contrary to it, there is reasonable evidence against the applicants, which shows that applicants are involved in the alleged offence under section 489-F PPC. Hence, I do not find any concession of pre-arrest bail. Consequently, the application is dismissed.

6. The observations made herein above are tentative in nature and would not prejudice case of either party at trial.

7. This Cr. Bail Applications is disposed of.

J U D G E

Hafiz