

IN THE HIGH COURT OF SINDH AT KARACHI

Criminal Bail Application No. 2772/2025

Applicant : Mst. Maryam Arif D/o. Arif Naviwala
Through Mr. Ahmed Ali Dewan, Advocate

Respondent : The State
Through Mr. Qammaruddin, D.P.G Sindh.

Complainant : Nadeem Ahmed present in person.

Date of hearing : 11.11.2025.

Date of order : 11.11.2025.

ORDER

Jan Ali Junejo, J.— Applicant Mst. Maryam Arif seeks post-arrest bail in a case bearing Crime No. 397/2025, for offence under section 489-F PPC of P.S KIA, Karachi. Prior to this, the applicant had sought the same relief before the learned Additional Sessions Judge-V, Karach East, which was declined vide order dated 04.10.2025.

2. The facts relevant to the present criminal bail application are as follows:

“On verbatim of complainant that I reside at address mentioned above in my own residence and by profession, I am a Builder as well Government contractor. I entered into a written agreement with Maryam w/o of Ashfaq Ahmed, and Ashfaq Ahmed s/o Mushtaq Ahmed, for the purchase of my plot and house bearing Nos. 129 & 130, double story situated at DHA phase-II, Block-H Karachi for the total consideration of 04 crores. Both of them paid me some amount in cash, which was approximately forty or fifty lacs and took possession of houses. Subsequently Maryam Ashfaq Ahmed, issued a cheque bearing No. 04333263 dated 27-03-2025 of Meezan Bank, DHA Phase-I Karachi, duly signed by her for sum of Rupees two crores and thirty lacs. When I presented the said cheque for encashment on 03-04-2025 by depositing in my account No. 1351650503776, maintained at Askari Bank, KIA Brach Karachi. It was dishonored due to reason of account closed by Maryam Ashfaq Thereafter, I repeatedly tried to contact her at her phone No. 032448208992 but the phone remained switched off and they are not traceable. Therefore, I report this matter and request that legal action be taken and my amount be recovered, hence, this FIR.

3. Per learned counsel for the applicant, the applicant is innocent and has falsely been implicated in this case; that the alleged cheque was dishonoured on 03.04.2025 whereas FIR was recorded on 08.05.2025 with a delay of more than five days for which no plausible explanation has been furnished; that the offence in which the applicant has been charge

does not fall within the prohibitory clause and urged that the applicant be extended the concession of bail.

4. The DPG, while not opposing the grant of bail, recorded his no objection to the instant application in view of the affidavit filed by the complainant, same is taken on record, wherein he has expressly raised no objection to the applicant being admitted to bail.

5. Notably, the complainant has since submitted a sworn affidavit in which he has raised no objection to the grant of bail to the applicant. This has resulted in two conflicting versions, one set forth in the FIR and the other contained in the complainant's affidavit. Such divergence creates a situation where the veracity of the complainant's statements and his credibility can only be determined at the time of trial, after the recording of evidence.

6. In light of the above circumstances and keeping in view the principles laid down under Section 497(2) Cr.P.C., the applicant has succeeded in making out a case of further inquiry. Accordingly, the applicant is admitted to post-arrest bail upon furnishing solvent surety in the sum of Rs.500,000/- (Rupees Five Lac only) and a PR Bond in the like amount to the satisfaction of the learned trial court.

7. Before parting, it is observed that the findings recorded hereinabove are purely tentative in nature and shall not prejudice the case of either party during the course of trial. The trial Court shall evaluate the evidence independently and uninfluenced by any observation made in this order.

8. The applicant is directed to ensure regular attendance before the trial Court and shall not, in any manner, attempt to influence or interfere with the prosecution witnesses. Any violation of these conditions may entail cancellation of bail in accordance with law.

J U D G E