

THE HIGH COURT OF SINDH AT KARACHI

Criminal Bail Application No.2370 of 2025

Applicant : Zeeshan Uddin son of Nizam Uddin through Mr. Ali Hassnain Sargana, Advocate

Complainant : Ray Saeed Ahmed son of Gulshair Ahmed through Sher Khan Rahujo, Advocate

The State : Through Ms. Seema Zaidi, Additional Prosecutor General, Sindh

Date of hearing : 10.11.2025

Date of decision : 10.11.2025

ORDER

Jan Ali Junejo, J.- Through this Criminal Bail Application under Section 497, Cr.P.C., the Applicant/Accused seeks post-arrest bail in FIR No. 332 of 2025, registered under Section 489-F, Pakistan Penal Code, 1860, at Police Station Korangi, District East, Karachi. His earlier applications for the same relief were dismissed by the learned Judicial Magistrate–VI, Karachi East, vide order dated 25.08.2025, and thereafter by the learned XIII Additional Sessions Judge, Karachi East, vide order dated 04.09.2025.

2. According to the prosecution, the complainant Saeed Ahmed S/o. Gulshair Ahmed, who runs a business of rice and flour under the name “Ravi Traders,” alleged that in the year 2022 the applicant/accused, Zeeshan Uddin, entered into business dealings with him and obtained goods amounting to Rs. 36,832,080/-. It is stated that the applicant made part payment of Rs. 18,682,080/-, and for the remaining amount issued Cheque No. 00000250 for Rs. 18,150,000/-, drawn on his account maintained at Habib Bank Limited. Upon presentation of the said cheque at the Bank of Punjab, Korangi Branch, on 11.05.2025, it was dishonoured due to insufficient funds, whereafter FIR No. 332/2025 was lodged by the complainant on 18.06.2025 at Police Station Korangi under Section 489-F, PPC. The applicant was later arrested, and the investigation now stands concluded with submission of challan under Section 173, Cr.P.C.

3. The learned counsel for the Applicant argues that the FIR was lodged after an unexplained and inordinate delay of more than one month from the date of the alleged cheque dishonour, which prima facie undermines the prosecution's version. He contends that the alleged underlying transaction of Rs.37 million towards supply of goods is unsupported by any standard commercial documentation, thereby casting serious doubt on the existence of a "legally enforceable liability", an essential ingredient of Section 489-F, P.P.C. He submits that the disputed cheque, along with others, had been issued blank as security for a proposed loan arrangement and was subsequently misused, a plea supported by contemporaneous complaints and by the earlier dishonour of another cheque. He emphasizes that the dispute is predominantly civil in nature and relies upon authoritative precedents holding that criminal law cannot be invoked as a mechanism for recovery of debts. He adds that the investigation stands concluded, no recovery is outstanding, the offence does not fall within the prohibitory clause, and the Applicant has no criminal antecedents. He therefore prays for the grant of bail.

4. Conversely, the learned Deputy Prosecutor General for the State opposed the application and prayed for its dismissal. She argues that the dishonour of a cheque of such a substantial amount constitutes a prima facie offence under Section 489-F, P.P.C. She relies on the statutory presumption that a cheque is issued in discharge of a debt or liability, submitting that the Applicant's plea of the cheque being a blank security instrument is a factual defence to be evaluated at trial. It is further contended that such assertions cannot be decided at the bail stage. The learned D.P.G. further maintains that the Applicant was lawfully arrested, that sufficient material connects him with the alleged offence, and that no grounds exist for the exercise of discretion in his favour. She, therefore, prayed for dismissal of the bail application.

5. This Court has given due consideration to the submissions advanced by learned counsel for both sides and has undertaken a tentative assessment of the material available on record, as permissible at the bail stage. The record reflects that the alleged dishonour occurred on 11.05.2025, whereas the FIR was registered on 18.06.2025, after a delay of about one month and seven days. No plausible explanation for this delay is forthcoming either in the FIR or in the investigation papers. In an offence arising out of a commercial transaction, where the complainant is a businessman presumed to be vigilant in protecting his financial interests, such unexplained delay prima facie undermines the spontaneity and credibility of the prosecution's version and is a relevant factor for the

purposes of bail. The alleged supply of goods valued at approximately Rs.37 million is, at least at this stage, unsupported by routine commercial documentation such as written contracts, pro forma invoices, tax invoices, delivery challans/GRNs, transport receipts (bilty), warehouse gate passes, stock registers, CNIC-verified acknowledgments, or banking/payment trails linked to specific consignments. Where the claim pertains to bulk commodities such as rice or flour in significant tonnage, the absence of these primary documents raises substantial doubt regarding the foundational transaction purported to give rise to the “legally enforceable liability,” a core ingredient of Section 489-F, P.P.C. The defence has also placed on record that an earlier cheque No. 000000249 for Rs.14,600,000/-, was presented and dishonoured on 23.10.2024, significantly prior to the registration of the present FIR. It is asserted that the said cheque, along with others, had been issued blank as security for a proposed bank loan arrangement and was subsequently filled in and misused by the complainant. The defence has further produced contemporaneous complaints, applications, and supporting documents predating the FIR, wherein apprehension of misuse of blank cheques was disclosed to the relevant authorities. Although not conclusive at this stage, these materials prima facie support the defence plea that the disputed cheque may not have been issued “in discharge of a legally enforceable debt or liability”, which is the essential ingredient of the offence under Section 489-F, P.P.C. As to commercial capacity and probabilities, the Applicant claims to be a small-scale trader lacking the financial and operational capacity to engage in commodity transactions of the magnitude alleged. The investigation has not, prima facie, furnished convincing rebuttal demonstrating the Applicant’s ability to conduct transactions worth several crores, nor has it traced the procurement, movement, or delivery of such substantial quantities of rice/flour to or from the complainant’s business. These aspects, taken cumulatively, create doubts that squarely bring the case within the ambit of “further inquiry” as contemplated under Section 497(2), Cr.P.C.

6. The overall matrix suggests a predominantly civil/commercial dispute over alleged liabilities. While dishonour of cheque is criminalised under Section 489-F PPC, Honourable Supreme Court jurisprudence underscores that criminal process is not to be employed for recovery of disputed civil claims, and that the existence of a bona fide dispute as to underlying liability may bring the case within the remit of further inquiry. In similar circumstances, in the case of ***Abdul Rasheed v. The State and another (2023 SCMR 1948)***, the Honourable Supreme Court of Pakistan held that: “*Even otherwise, even if the complainant wants to recover his*

money, section 489-F of P.P.C. is not a provision which is intended by the Legislature to be used for recovery of an alleged amount”.

7. The Applicant has been in custody since his arrest. The investigation has concluded and the challan has been submitted under Section 173, Cr.P.C. No recovery is stated to be outstanding from the Applicant; hence, his further detention would serve no useful purpose. The maximum punishment prescribed under Section 489-F, P.P.C. is three years, and the offence, therefore, does not fall within the prohibitory clause of Section 497(1), Cr.P.C. It is the consistent view of the Superior Courts that in offences not falling within the prohibitory clause, the grant of bail is a rule and refusal an exception, unless exceptional circumstances are shown, such as the accused being a hardened or repeat offender, having prior convictions, being likely to abscond, or posing a real likelihood of tampering with the prosecution evidence. No such exceptional circumstances have been pointed out in the present case. In similar case where bail was granted in an offence under Section 489-F, P.P.C. i.e., **Ali Anwar Paracha v. The State and another (2024 SCMR 1596)**, the Honourable Supreme Court of Pakistan held that: *“In this view of the matter, the question whether the cheque was issued towards fulfilment of an obligation within the meaning of section 489-F, P.P.C. is a question, which would be resolved by the learned Trial Court after recording of evidence. The petitioner is behind the bars since his arrest. The maximum punishment provided under the statute for the offence under section 489- F, P.P.C. is three years and the same does not fall within the prohibitory clause of section 497, Cr.P.C. It is settled law that grant of bail in the offences not falling within the prohibitory clause is a rule and refusal is an exception”*. In another similar offence under Section 489-F, P.P.C., in the case of **Muhammad Anwar v. The State and another (2024 SCMR 1567)**, the Honourable Supreme Court of Pakistan was pleased to grant bail by observing that: *“In view of the above, the question whether the cheques were issued towards repayment of loan or fulfilment of an obligation within the meaning of Section 489-F, P.P.C. is a question, which would be resolved by the learned Trial Court after recording of evidence. The maximum punishment provided under the statute for the offence under Section 489-F, P.P.C. is three years and the same does not fall within the prohibitory clause of Section 497, Cr.P.C. It is settled law that grant of bail in the offences not falling within the prohibitory clause is a rule and refusal is an exception”*.

8. On a tentative appraisal of the material on record, the following aspects emerge: (i) there is substantial and unexplained delay in the lodging of the FIR, which prima facie impairs the credibility of the accusation; (ii) the prosecution has not produced primary commercial documentation in support of the alleged high-value supply, creating serious doubt regarding the foundational transaction and the existence of a legally enforceable liability; (iii) the defence plea that blank cheques were handed over as security for a proposed loan arrangement finds support from contemporaneous documents predating the FIR as well as from the prior dishonour of an earlier cheque; (iv) the dispute appears, in substance, to be commercial/monetary in nature, a sphere in which criminal process is not to be employed as a mechanism for recovery of contested claims; and (v) the offence does not fall within the prohibitory clause, the investigation stands concluded, no recovery is outstanding, the Applicant has no criminal antecedents, and no material has been shown to establish a likelihood of absconding or tampering with the prosecution evidence. Taken together, these factors bring the case within the ambit of "further inquiry" as contemplated under Section 497(2), Cr.P.C. Accordingly, the Applicant is entitled to the concession of bail.

9. For the reasons recorded above, this Criminal Bail Application is allowed. The Applicant, Zeeshan Uddin S/o. Nizam Uddin, is admitted to post-arrest bail subject to his furnishing solvent surety in the sum of Rs. 1,000,000/- (Rupees One Million only), and a P.R. bond in the like amount, to the satisfaction of the learned trial Court in case FIR No. 332 of 2025, under Section 489-F PPC, Police Station Korangi, District East, Karachi.

10. The observations made herein are tentative, confined to the disposal of this bail application, and shall not prejudice the parties, nor shall they influence the learned trial Court at the time of recording evidence and deciding the case on merits. These are the detailed reasons of the Short Order dated: 10-11-2025.

JUDGE