

IN THE HIGH COURT OF SINDH AT KARACHI

Criminal Bail Application No.2252 of 2025

Applicants: Farooq & Suleman both sons of Muhammad Idrees through Mr. Liaquat Ali Khan, Advocate

Complainant: Present in person.

Respondent: The State through Mr. Muhammad Noonari, Deputy Prosecutor General, Sindh

Date of hearing: 04.02.2026

Date of order: 04.02.2026

ORDER

TASNEEM SULTANA, J : -Through the instant Criminal Bail Application, the applicants/accused seek pre-arrest bail in crime No.510/2023 under Sections 489-F & 420 PPC registered at P.S. Mominabad. Having been rejected his bail before application No.4061 of 2025 passed by learned VIIIth Additional Sessions Judge, Karachi West, vide order dated 28.08.2025, hence, this application for same concession.

2. Brief facts of the prosecution case are that the complainant Muhammad Umer reported that in the year 2022 Salman and his brother Farooq, by fraud, obtained from him total amount of Rs.85,00,000/- on the pretext of providing a vehicle and for business purposes. It is alleged that after lapse of considerable time, the accused gave one vehicle i.e. Nissan Days bearing No.BUN-943 valuing Rs.15 lacs, and for the remaining amount issued four cheques. Out of the said cheques, one cheque amounting to Rs.15,00,000/- was deposited by the complainant on 20.08.2023 in his account at Meezan Bank, Orangi Town, which, upon presentation, was dishonoured. The complainant further alleged that upon demand of the said amount, the accused became provoked and extended threats of dire consequences; hence the instant FIR was lodged for legal action and recovery of the amount.

3. Learned counsel for the applicants contended that the applicants are innocent and have been falsely implicated; that the dispute between the parties is purely of civil/financial nature arising out of business dealings; that admittedly monetary transactions took place between the parties which

subsequently led to misunderstanding; that several civil litigations, summary suits and other proceedings are pending between the parties, reflecting the civil complexion of the matter; that the cheque in question is stated to have been misused and forms part of disputed financial dealings; that the FIR has been lodged with delay; that essential ingredients of Section 489-F PPC are not attracted and the matter, at the most, calls for further inquiry; and lastly that the parties have amicably settled their dispute and the complainant has filed an affidavit of compromise, wherein he has categorically stated that he has no objection to confirmation of pre-arrest bail in favour of the applicants; therefore, learned counsel prays for confirmation of interim pre-arrest bail.

4. In view of above circumstances learned D.P.G. also raised no objection for confirmation of interim pre arrest bail to the applicants.

5. Heard learned counsel for the applicants and learned D.P.G. for the State. Record perused with their assistance.

6. A tentative assessment of the material placed on record reflects that the allegation against the applicants primarily emanates from a monetary transaction between private parties, wherein the complainant claims to have advanced an amount for business purposes and purchase of a vehicle, against which a cheque was allegedly issued that, upon presentation, was dishonoured. The record further reflects those civil litigations, including summary suits and other proceedings, are pending between the parties, which circumstance prima facie lends support to the defence plea that the dispute carries a predominantly civil complexion. Whether the cheque in question was issued towards discharge of a legally enforceable liability within the contemplation of Section 489-F PPC, and what legal effect is to be assigned to the rival claims of the parties, are questions requiring deeper appreciation of evidence and cannot be conclusively determined at this stage.

7. It further transpires from the record that the parties have now entered into an amicable settlement, and the complainant has filed an affidavit of compromise, duly sworn, wherein he has categorically stated that he has no objection to the confirmation of pre-arrest bail in favour of the applicants. Though compromise by itself does not extinguish criminal liability in such offences.

8. In the totality of circumstances, without touching the merits of the case, keeping in view the nature of allegations, civil background of the dispute, the compromise arrived at between the parties and the no-objection

affidavit of the complainant available on record, the interim pre-arrest bail earlier granted to the applicants is hereby confirmed on the same terms and conditions.

9. The above observations are tentative in nature and shall not prejudice the case of either side at trial.

Judge

Nadeem