

IN THE HIGH COURT OF SINDH AT KARACHI

Criminal Bail Application No.3352 of 2025

Applicant : Junaid Jawed son of Jawd Khursheed
through Mr. Imtiaz Hussain Shaikh,
Advocate

Complainant : Syed Muhammad Usman
through Mr. Fakir Ghazi Darban Hisbani,
Advocate

Respondents : The State through Mr. Muhammad Noonari,
Deputy P. G. Sindh.

Date of hearing : 20.02.2026

Date of order : 20.02.2026

ORDER

TASNEEM SULTANA, J.— Through this Criminal Bail Application, the applicant Junaid Jawed seeks pre-arrest bail in Crime No.639/2025 registered under Section 489-F PPC at Police Station Gulshan-e-Iqbal, Karachi. Earlier, the applicant availed bail plea but was recalled vide order dated 26-11-2025 passed by learned 1st Additional Sessions Judge, Karachi East, hence this application for the same concession.

2. Brief facts of the prosecution case are that the complainant Syed Muhammad Usman is engaged in private business and is acquainted with the applicant, who deals in Japanese vehicles and operates a booking office at Block-13-D/1, Gulshan-e-Iqbal, Karachi. It is alleged that on 29-01-2025 the complainant booked a vehicle Toyota Raize Model 2020 for a sum of Rs.51,50,000/- and paid advance amount of Rs.30,00,000/-. Subsequently, on 07-02-2025, another vehicle of the same model was booked for Rs.52,00,000/-, where against an amount of Rs.37,50,000/- was paid to the applicant. The applicant allegedly undertook to deliver both vehicles within 15 days but failed to do so and, on demand of refund of total paid amount of Rs.67,50,000/-, issued two cheques bearing No.A-07339506 dated 05-03-2025 for Rs.37,50,000/- and No.A-07339507 dated 07-03-2025 for Rs.30,00,000/- drawn on Meezan Bank Ltd., Gulshan-e-Iqbal Branch. Upon presentation, both cheques were dishonoured due to insufficient funds, whereafter the instant FIR was lodged.

3. Learned counsel for the applicant contends that the applicant is innocent; that the dispute between the parties has arisen out of purely commercial dealings relating to booking of vehicles; that the vehicles were to be procured through a Japanese company namely Yugen Kaisha Kareemi Trading; that the applicant himself suffered financial loss on account of alleged default by the said company due to which delivery of vehicles could not materialize within the stipulated period; that the cheques bearing No.A-07339506 dated 05-03-2025 for Rs.37,50,000/- and No.A-07339507 dated 07-03-2025 for Rs.30,00,000/- were issued in the backdrop of ongoing business adjustments and not with fraudulent or dishonest intention; that the transaction, at best, carries civil complexion; that there was delay in lodging the FIR; that the offence does not fall within prohibitory clause; that the applicant has joined investigation and has not misused the concession of interim pre-arrest bail; and that no exceptional circumstance exists necessitating custodial interrogation.

4. Conversely, learned D.P.G assisted by learned counsel for the complainant opposes the application; contending that substantial amounts were received by the applicant; that the aforesaid cheques were issued towards repayment of the complainant's liability; that both cheques were dishonoured due to insufficient funds; that the issuance and dishonour of cheques prima facie establish dishonest intention; and that pre-arrest bail, being an extraordinary relief, is not warranted in the facts and circumstances of the case.

5. Heard. Record perused.

6. A tentative assessment of the record reflects that the prosecution case arises out of financial dealings between the parties followed by issuance of two cheques, namely cheque No.A-07339506 dated 05-03-2025 for Rs.37,50,000/- and cheque No.A-07339507 dated 07-03-2025 for Rs.30,00,000/-, both drawn on Meezan Bank Ltd., which upon presentation in the complainant's account were dishonoured on account of insufficient funds.

7. For attracting penal liability under Section 489-F PPC, the pre-requisite conditions are:

- (i) issuance of a cheque;
- (ii) such issuance was with dishonest intention;
- (iii) the purpose of issuance of cheque should be:
 - a) To re-pay a loan; of

b) To fulfill an obligation (which in a wide term inter alia applicable to lawful agreements, contracts services, promises by which one is bound or an act which binds a person to some performance).

(iv) On presentation, the cheque is dishonoured.

8. In the present case, issuance of the aforesaid cheques and their dishonour are not disputed. However, the central controversy revolves around the existence or absence of dishonest intention at the time of issuance of subject cheques.

9. The stance of the applicant, as pleaded during the course of arguments, is that the vehicles were to be procured through a Japanese company namely Yugen Kaisha Kareemi Trading and that he himself suffered financial loss on account of alleged default by the said company, due to which delivery of vehicles could not materialize within the agreed period. According to the applicant, the cheques were issued in the backdrop of ongoing business dealings and not with fraudulent or dishonest design.

10. Whether the cheques were issued with dishonest intention or in the context of commercial dealings which subsequently failed, is a question dependent upon evidence, surrounding circumstances, and proof regarding the nature of transaction between the parties. The determination of mens rea, being a matter of evidence, requires deeper appreciation at trial and cannot be conclusively adjudicated upon at the stage of tentative assessment.

11. At this stage, while dishonour of the cheques is an admitted feature of the case, the element of dishonest intention calls for trial scrutiny. The record does not reflect any exceptional circumstance necessitating custodial interrogation of the applicant. The applicant has remained on interim pre-arrest bail and no allegation of misuse of concession, non-cooperation, or attempt to evade process has been brought on record. In the above circumstances, the matter, prima facie, calls for further inquiry within the meaning of Section 497(2) Cr.P.C. Reliance is placed on ***Shehzad v. The State (2023 SCMR 679) and Tariq Bashir and others v. The State (PLD 1995 SC 34)***. The Hon'ble Supreme Court has repeatedly held that bail is neither punitive nor preventive, as punishment begins only after conviction. If a person is mistakenly granted bail, such error can be corrected upon conviction, whereas wrongful pre-trial detention, if ultimately found unjustified, causes irreparable harm to liberty. Reliance is also placed

upon the judgment in ***Nazir Ahmed alias Bharat v. The State and others (2022 SCMR 1467)***, wherein it was observed as under:

“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, rather for recovery of any amount, civil proceedings provide remedies, inter alia, under Order XXXVII of C.P.C.”

12. In view of the above circumstances, the applicant has made out a case for confirmation of pre-arrest bail. Consequently, the instant pre-arrest bail application is allowed and the interim pre-arrest bail earlier granted to the applicant is hereby confirmed on the same terms and conditions.

13. Needless to mention that the observations made herein are tentative in nature and shall not prejudice the case of either side at trial.

JUDGE

Nadeem