

IN THE HIGH COURT OF SINDH AT KARACHI

Cr. Bail Appln. No. 1855 of 2025.

Applicant : Adnan Aziz through M/s. Muhammad Aslam Bhutta and Manzoor Hussain Metlo, Advocates a/w applicant.

Complainant : Syed Muhammad Fawad Zaidi through Mr. Muhammad Nawaz Chando, Advocate.

Respondent : The State through Mr. Shoeb Safdar, Asstt: P.G. Sindh

Date of hearing : 15.12.2025.

Date of order : 15.12.2025.

O R D E R

TASNEEM SULTANA, J.- Through this bail application, applicant seeks pre-arrest bail in Crime No.64 of 2025 registered at Police Station Mithadar, Karachi, under section 489-F PPC, which was earlier declined by the learned Additional District & Sessions Judge-X, South Karachi, vide order dated 16.7.2025.

2. Brief facts of the prosecution case are that the complainant, who is stated to be engaged in the business of clearing and forwarding, alleged that he had business dealings with Adnan Aziz (present applicant) and Sharjeel-ur-Rehman, and that they were liable to pay him an amount of Rs.47,50,231/- (Rupees Forty-Seven Lac Fifty Thousand Two Hundred Thirty-One only). It is alleged that in discharge of such liability, the accused persons issued Cheque No.10033137 amounting to Rs.15,00,000/- (Rupees Fifteen Lac only) drawn on Bank Al-Habib, Mansfield Street Branch, Saddar, Karachi. It is further alleged that on 01-02-2024, the complainant presented the said cheque in his account maintained with Meezan Bank, Bolton Market Branch, Karachi; however, the cheque was dishonoured, whereafter the complainant approached the police station and lodged the FIR to the above effect.

2. Learned counsel for the applicant contended that the applicant has been falsely implicated with mala fide intention. He submits that there is inordinate delay of about fourteen months in lodging the FIR, which remains unexplained and makes the prosecution case doubtful at the very inception.

It is further contended that the cheque in question was given only as security and that the dispute arises out of business transactions, which is civil in nature. It is argued that the criminal proceedings are being misused to exert pressure upon the applicant. Lastly, he contends that there exists no written agreement, liability, or obligation enforceable in law against the applicant, and therefore the essential ingredients of section 489-F PPC are not attracted, making the case one of further inquiry.

3. Conversely, learned Deputy Prosecutor General, duly assisted by learned counsel for the complainant, opposed the instant bail application and contended that the applicant, in discharge of his liability, issued the cheque in question which, upon presentation, was dishonoured; therefore, the ingredients of section 489-F PPC are *prima facie* attracted, and the applicant does not deserve the concession of pre-arrest bail.

4. Heard. Record perused.

5. In the present case, the FIR itself reflects that the dispute has its genesis in business dealings between the parties. The issuance of a cheque and its dishonour, by itself, does not automatically conclude the commission of an offence under section 489-F PPC; rather, the matter ordinarily requires examination of the surrounding circumstances, including the nature of the transaction, the existence of a legally enforceable liability, and the question whether the cheque was issued in discharge thereof or merely as security. In the present matter, it is also a relevant circumstance that the cheque is stated to have been dishonoured on 01.02.2024, whereas the FIR was lodged after about fourteen months, and no convincing explanation for such delay is forthcoming at this stage, which creates doubt requiring further probe. The question whether the cheque was issued towards a legally enforceable liability or merely as security is, *prima facie*, a matter requiring deeper appreciation of evidence, which cannot be conclusively determined within the limited scope of bail jurisdiction and is to be examined by the learned trial Court after recording of evidence.

6. The offence under section 489-F PPC carries punishment upto three years and fine and, therefore, does not fall within the prohibitory clause of section 497(1), Cr.P.C. Reliance is placed in the case of **Abdul Rasheed v. The State (2023 SCMR 1948)** wherein the Honourable Supreme Court held as follows:-

"Even otherwise, even if the complainant wants to recover his money, Section 489-F of PPC is not a provision which is intended by the Legislature to be used for recovery of an alleged amount. In view of the above, the question of whether

the cheques were issued towards repayment of the loan or fulfillment of an obligation within the meaning of Section 489-F PPC is a question, which would be resolved by the learned Trial Court after the recording of evidence. The maximum punishment provided under the statute for the offender under Section 489-F PPC 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."

Similarly, in the case of **Abdul Saboor v. The State through A.G KPK & another (2022 SCMR 592)**, the Honourable Supreme Court observed that the offence under section 489-F PPC does not fall within the prohibitory clause of section 497, Cr.P.C., and that bail should generally be granted rather than refused. The Court also emphasized that section 489-F PPC is not intended to serve as a tool for monetary recovery, which is the domain of civil litigation. It was reiterated that bail is the rule and refusal an exception in non-prohibitory offences. Reliance has also been placed upon **Muhammad Tanveer (PLD 2017 SC 733)** wherein it was observed that where allegations involve factual controversies to be determined at trial, further inquiry may be warranted under section 497(2), Cr.P.C.

7. In view of the above discussion, on my tentative assessment, the prosecution case against the present applicant, *prima facie*, raises a question of further inquiry within the meaning of section 497(2), Cr.P.C. and the applicant has been able to make out a case for confirmation of pre-arrest bail. Consequently, this bail application is allowed and interim pre-arrest bail already granted to the applicant on 22.7.2025 is confirmed on the same terms and conditions vide short order dated 15.12.2025, and these are the reasons thereof.

The observations made hereinabove are tentative in nature and shall not prejudice the case of either party at trial.

JUDGE