

## IN THE HIGH COURT OF SINDH AT KARACHI

Criminal Bail Application No. 238 of 2026

Applicant	:	Qazi Khadeja Moin wife of Muhammad Moinuddin, through Syed Ali Ahmed Zaidi, Advocate
Complainant	:	Waqar Khalil through Mr. Afaque Ahmed Advocate
Respondent	:	The State through Mr. Muhammad Noonari Deputy Prosecutor General Sindh
Date of hearing	:	20.04.2026
Date of order	:	20.04.2026

### **ORDER**

**TASNEEM SULTANA, J.**— Through this Criminal Bail Application under Section 498 Cr.P.C., the applicant seeks pre-arrest bail emanating from FIR No.211 of 2025 registered under Section 489-F PPC at Police Station Mithadar, Karachi. Earlier, pre-arrest bail application of the applicant was declined by the learned VIth Additional Sessions Judge, Karachi South vide order dated 23.01.2026; hence, the present application for same concession.

2. The brief facts of the prosecution case are that complainant Waqar Khalil alleged that he was introduced to the applicant/accused namely Qazi Khadija Moin and her husband Moinuddin Iqbal through his aunt namely Shabana Parveen, whereafter on their assurance regarding investment in boutique business and payment of profit thereupon, he invested an amount of Rs.25,00,000/- with them. It was further alleged that an Investment Agreement dated 01.09.2024 was executed between the parties and subsequently, in discharge of liability, the applicant issued cheque No.00000834 dated 20.04.2025 amounting to Rs.25,00,000/- and cheque No.00000856 dated 20.05.2025 amounting to Rs.8,00,000/- drawn on Habib Bank Limited, Phase-VII DHA Branch, Karachi. The complainant alleged that upon presentation, both the cheques were dishonoured on account of “closed/inactive account”; thereafter, despite repeated demands, the applicant failed to repay the amount and also extended threats to him, whereafter the instant FIR came to be registered against the applicant.

3. Learned counsel for the applicant contended that the applicant is innocent and has been falsely implicated with mala fide motives; that admittedly the dispute arises out of business and investment transactions

between the parties; that the complainant himself admits having been introduced to the applicant through his aunt Shabana Parveen, who is allegedly the principal beneficiary of the transaction; that serious contradictions exist regarding the nature of transaction, issuance of cheques and alleged liability; that the complainant has already pursued proceedings against the applicant in relation to the same transaction through another F.I.R., thereby rendering the present proceedings doubtful; that the F.I.R. has been lodged after unexplained delay; that the essential ingredients of Section 489-F, P.P.C., particularly dishonest intention and existence of legally enforceable liability, are lacking and can only be determined after recording of evidence; that no recovery is to be effected from the applicant and the entire case rests upon documentary material already in possession of the prosecution; that the offence does not fall within the prohibitory clause of Section 497, Cr.P.C.; and that the case otherwise calls for further inquiry.

4. Conversely, learned D.P.G., assisted by learned counsel for the complainant, opposed the bail application and contended that the applicant had induced the complainant to invest substantial amount in the business venture on the assurance of repayment with profit; that the cheques in question were issued in discharge of lawful liability; that upon presentation, the same were dishonoured on account of "closed/inactive account"; that despite repeated demands, the applicant failed to repay the amount; and prayed for dismissal of the bail application.

5. Heard learned counsel for the parties and perused the record.

6. Perusal of record reflects that the complainant allegedly invested an amount of Rs.25,00,000/- in the business of the applicant on assurance of profit; in support whereof the complainant himself relied upon Investment Agreement dated 01.09.2024 as well as subsequent Memorandum of Understanding dated 01.07.2025 executed between the parties; prima facie, such documents demonstrate existence of admitted business and commercial relations between the parties. Record further reflects that even after alleged dishonour of cheques, parties continued negotiations and entered into subsequent settlement arrangements regarding repayment of amount and withdrawal of complaint proceedings.

7. At this tentative stage, the question whether the disputed cheques were issued with dishonest intention from the very inception or whether the same were issued during subsisting commercial and investment transactions which subsequently became disputed, cannot conclusively be determined without deeper appreciation of evidence; determination regarding existence or otherwise of dishonest intention within contemplation of Section 489-F PPC

would necessarily require recording of evidence at trial. Prima facie, therefore, the matter falls within ambit of further inquiry as contemplated under Section 497(2), Cr.P.C.

8. It is also an admitted position that the offence under Section 489-F PPC does not fall within prohibitory clause of Section 497 Cr.P.C.; the settled law is that in offences falling outside prohibitory clause, grant of bail is a rule and refusal an exception.

9. Further guidance may also be drawn from **Abdul Rasheed v. The State (2023 SCMR 1948)**, wherein the Honourable Supreme Court observed as under:-

“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.”

10. Similar view regarding determination of liability and obligation after recording of evidence has also been taken by the Honourable Supreme Court in **Ali Anwar Paracha v. The State (2024 SCMR 1596)**.

11. In view of the above circumstances, the applicant has succeeded in making out a case for confirmation of interim pre-arrest bail; consequently, interim pre-arrest bail earlier granted to the applicant is hereby confirmed on same terms and conditions.

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

13. These are the reasons of my short order dated 20.04.2026.

**JUDGE**