IN THE HIGH COURT OF SINDH AT KARACHI

Criminal Bail Application No.1309 of 2026

Applicant	:	Talib son of Abid Ali, through Mr. Syed Mukhtar Hussain, Advocate.
Complainant	:	Muzamil through Mr. Ayaz Ali Solangi, Advocate.
Respondent	:	The State through Mr. Qamaruddin Noher, D.P.G.
Date of Hearing	:	25.05.2026
Date of Order	:	25.05.2026

O R D E R

TASNEEM SULTANA, J.— Through the instant criminal bail application, applicant Talib seeks post-arrest bail in Crime No.247 of 2025, registered under Section 489-F, P.P.C. at Police Station Nabi Bux, Karachi. His earlier Post-Arrest Bail Application No.14 of 2026 was dismissed by the learned V-Civil Judge and Judicial Magistrate, Karachi South, vide order dated 11.03.2026, while his subsequent Post-Arrest Bail Application No.1164 of 2026 was dismissed by the learned Additional Sessions Judge-IX, Karachi South, vide order dated 09.04.2026. Hence, instant application for the same concession.

2. Brief facts of the prosecution case, are that complainant Muzamil invested an amount of Rs.7,550,000/- in the business of the applicant for the purchase of surgical items. In respect of the said investment, an agreement dated 21.06.2025, was executed between the parties and witnessed by the wife of the applicant. It was agreed that the applicant would return the invested amount within three months along with the profit accrued thereon. The applicant thereafter issued Cheque No.0000000016, drawn on Account No.3610301000001181, for an amount of Rs.20,000,000/-, which, upon presentation, was dishonoured on 30.09.2025, due to insufficient funds. Consequently, the present F.I.R. was lodged.

3. Learned counsel for the applicant contended that the applicant has been falsely implicated by the complainant with mala fide intention and ulterior motives; that the subject cheque was issued merely as security in connection with a commercial investment and not in discharge of any existing liability; that the applicant had already repaid an amount of Rs.5,500,000/- to the complainant; that the F.I.R. was lodged after an unexplained delay of more than two months; and that the dispute between the parties is essentially

civil in nature. He further submitted that the alleged liability and dishonest intention attributed to the applicant can only be determined after recording evidence; that the case calls for further inquiry; and that the alleged offence does not fall within the prohibitory clause of Section 497, Cr.P.C. He, therefore, prayed for grant of bail.

4. Conversely, learned D.P.G., assisted by learned counsel for the complainant, opposed the application and submitted that the applicant issued the subject cheque against a subsisting financial obligation; that the cheque was dishonored due to insufficient funds; that sufficient material is available on the police file connecting the applicant with the alleged offence; and that the substantial amount involved dis entitles him to the concession of bail. They, therefore, prayed for dismissal of the application.

5. Heard. Record perused.

6. Perusal of the record reflects that the complainant allegedly invested an amount of Rs.7,550,000/- in the business of the applicant on an assurance of profit and, in support thereof, relied upon the Investment Agreement dated 21.06.2025 executed between the parties. Prima facie, the said document reflects the existence of a business and commercial transaction between them. The record further reflects that, even after dishonour of the subject cheque, negotiations regarding repayment of the amount continued between the parties.

7. At this tentative stage, the question whether the subject cheque was issued with dishonest intention or in connection with a subsisting commercial and investment transaction, which subsequently became disputed, cannot be conclusively determined without recording and appreciating the evidence. The existence of a legally enforceable obligation and the element of dishonest intention contemplated under Section 489-F, P.P.C. are matters requiring determination by the learned trial Court after recording evidence. The case, therefore, calls for further inquiry within the meaning of Section 497(2), Cr.P.C.

8. It further appears that the offence under Section 489-F, P.P.C. does not fall within the prohibitory clause of Section 497, Cr.P.C. The settled principle is that, in offences falling outside the prohibitory clause, grant of bail is a rule and refusal an exception. Reliance in this regard is placed on **Abdul Rasheed v. The State (2023 SCMR 1948),** wherein the Honourable Supreme Court observed 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."

9. Similarly, in **Abdul Saboor v. The State through A.G. KPK and another (2022 SCMR 592)**, the Honourable Supreme Court of Pakistan observed that the offence under Section 489-F, P.P.C. does not fall within the prohibitory clause of Section 497, Cr.P.C. and, since the maximum punishment prescribed thereunder is three years, bail should ordinarily be granted rather than refused. It was further observed that Section 489-F, P.P.C. is not intended to be used as a tool for recovery of money, for which the appropriate remedy lies before the civil Court under Order XXXVII of the Code of Civil Procedure.

10. In view of the above facts and circumstances, the applicant had succeeded in making out a case for grant of post-arrest bail and was admitted to post-arrest bail, subject to furnishing solvent surety in the sum of Rs.100,000/- (Rupees One Hundred Thousand only) and P.R. bond in the like amount to the satisfaction of the Nazir of this Court, vide short order dated 25.05.2026. These are the reasons for the said short order.

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

JUDGE