IN THE HIGH COURT OF SINDH CIRCUIT COURT LARKANA

1st Criminal Bail Application No. S-120 of 2026

Applicant	:	Muhammad Aamir son of Muhammad Yousuf Memon, through Mr. Muhammad Ali Memon, Advocate.
Complainant	:	Through M/S Rafique Ahmed Balouch and Muntazir Mehdi, Advocates,
The State	:	Mr. Nazir Ahmed Bangwar, D.P.G for State.
Date of hearing	:	14.07.2026
Date of Order	:	14.07.2026.

O R D E R

Jawad Akbar Sarwana, J.- The applicant/accused seeks post arrest bail in crime No.164/2024 for offence punishable under Section 489/F,420,406,34 PPC lodged at PS A Section Thull after the same has been declined by the Additional Sessions Judge, Thull in Criminal Bail Application No.25/2026 by order dated 10.02.2026.

2. As per the FIR lodged on 25.09.2024, the complainant Abdul Jabbar reported that he had entered into an agreement with one Sarfraz Ahmed son of Maqbool Ahmed Ghouri resident of Mohalla Manzil Gaah Sukkur and had allegedly purchased a flat from him but subsequently Sarfraz Ahmed refused to sell the said land and applicant/accused, Muhammad Amir, stepped in, and issued a cheque to the complainant in the sum of Rs.1,20,00,000/- drawn on UBL dated 20.03.2024. As per the FIR the said cheque was handed over to the complainant on 20.02.2024. Thereafter as per the FIR the cheque was presented on 18.09.2024 to HBL where

after the said cheque was dishonoured as per the memo drawn on a dormant account of the applicant/accused.

3. Heard learned counsel, the DPG for the State and perused the record.

4. The aforementioned transaction is set in the back drop of an agreement. According to the documents available on record and as corroborated in the FIR the transaction was allegedly for the purpose of purchase of a flat from the co-accused Safraz Ahmed at old Sukkur for sum of Rs.1,20,00,000/-, however, at this point in time counsel for the complainant conceded that complainant made no cash payment for the purchase of said flat at the time of alleged agreement. He contended that to show bonafide of sale the complainant proposes to deposit the said amount shortly in the trial Court. Further the agreement in question, which is subject matter of trial neither discloses why no prepayment of funds was made to support the underlying sale transaction nor provides any explanation for the applicant/accused Muhammad Amir to issue a cheque to Abdul Jabbar Dayo when the flat was allegedly property of Sarfraz Ahmed. The questions are likely to be settled at trial.

5. The counsel for the complainant has shown a copy of agreement to this bench which was seen and returned to him but when inquired whether the said agreement was available in the police file, learned DPG after careful perusal did not find the same in his police file. The reason for this agreement which is a critical component to demonstrate the dishonesty on the part of the

accused is yet to meet the scrutiny of trial. Further the date of incident described in the FIR is 20.02.2024, however, the cheque which was presented for clearance was on 18.09.2024, which was after some considerable delay, such delay is yet to be explained and remains subject to its legal consequences before the trial court.

6. Given the above, in the circumstances described, whether the cheque was issued with dishonest intention calls for further inquiry into the guilt of the applicant/accused. The alleged offence also does not fall within the prohibitory clause of section 497(2) Cr.P.C and thus grant of bail is the rule and its refusal an exception.

7. Before parting with this lis, the counsel for the applicant/accused has contended that the accused has been incarcerated for almost seven months. This contention is vehemently denied by the counsel for complainant, who contends that the entire delay in the proceedings is on account of the applicant/accused to engage his counsel. Be that as it may the bottom line is whether or not the trial court proceeded with the matter, and for reasons best known to the trial Court. As observed in the cases of 2022 SCMR 592; 2026 SCMR 792; and, 2025 SCMR 1955, and given the delay in trial at this post arrest bail granting stage the situation favours the applicant/accused too.

8. Consequently, the instant bail application is allowed and the applicant is admitted to post-arrest bail, subject to furnishing solvent surety in the sum of Rs.2,00,000/- (Rupees Two

Hundred Thousand only) and P.R. bond in the like amount to the satisfaction of the learned trial Court.

9. Needless to say, the observations made herein above are tentative in nature and shall not be construed to the prejudice of either side at trial or relied upon by the Court.

J U D G E

Irshad Ali M/Steno