

ORDER SHEET
THE HIGH COURT OF SINDH, MIRPURKHAS CIRCUIT

Crl. Bail Application No. S-482 of 2026

Applicant	:	Muhammad Malook through Mr. Osaf Rasool Shah Advocate.
Respondent	:	The State through Mr. Neel Parkash Deputy P.G.
Complainant	:	Imtiaz Ali through Mr. Farhan Ahmed Bozdar, Advocate.
Date Of Hearing	:	05.10.2026
Date Of Order	:	05.10.2026

ORDER

Muhammad Humayon Khan, J.: This is a pre-arrest bail application under Section 498 Cr.P.C seeking enlargement of the Applicant on bail in Crime No.107 of 2026 lodged at P.S Town Mirpurkhas for offence under Section 489-F P.P.C. The applicant had originally sought pre-arrest bail before the learned Additional Sessions Judge-II, Mirpurkhas, which was declined vide order dated 07.09.2026, whereafter he filed the present application before this Court.

2. Brief facts of the case, as set out in the FIR, are that on 15.04.2026, the complainant, Imtiaz Ali, approached the applicant, Muhammad Malook and demanded payment of the outstanding amount arising out of a transaction concerning a plot. It is alleged that the applicant, in discharge of such liability, issued a cheque for Rs.7,500,000/- in favour of the complainant. The complainant presented the said cheque through his account maintained at Faisal Bank, Umerkot Road, Mirpurkhas; however, the same was dishonoured. Consequently, the complainant lodged the subject FIR.

3. Mr. Osaf Rasool Shah, Advocate contended that the applicant has been falsely implicated in a dispute essentially arising out of a property transaction; that the cheque in question was issued as a security cheque and not towards discharge of any existing liability; and that the complainant has already instituted a civil suit concerning the same transaction. He argued that the essential ingredients of Section 489-F P.P.C. are not attracted, the matter

requires further inquiry, and the criminal proceedings have been initiated merely to pressurize the applicant. He, therefore, prayed for confirmation of pre-arrest bail.

4. Conversely, learned counsel for the complainant, assisted by learned DPG for the State, opposed the grant of bail and contended that the applicant had issued cheque towards discharge of an outstanding liability arising from the property transaction, which, upon presentation, was dishonoured. He, therefore, prayed for dismissal of the bail application.

5. After hearing the learned Counsel for the applicant and the complainant as well as the learned Deputy Prosecutor General Sindh, and going through the record, I am inclined to grant bail for the following reasons:

i) The dispute between the parties arises out of an agreement for sale of immovable property dated 14.05.2025. Although issuance of the cheque is not disputed, the parties differ as to the purpose for which it was issued. According to the complainant, it was issued towards payment of an outstanding liability, whereas the applicant claims that it was given as security in connection with the property transaction. This question can only be determined after recording evidence and cannot be conclusively decided at the bail stage.

ii) The record shows that under the agreement dated 14.05.2025, the transaction was to be completed by 15.11.2025. However, before that date, the complainant transferred the property to a third party through a registered sale deed dated 23.06.2025. The complainant claims that the transfer was made at the instance of the applicant, which the applicant disputes. The effect of this subsequent transfer on the respective obligations of the parties is therefore a matter for the Trial Court to determine after recording evidence.

iii) The applicant's plea that the cheque was given as security also does not appear to have been taken for the first time in the present bail proceedings. The same position was taken by him in his objections filed in the proceedings under Section 22-A Cr.P.C, prior to registration of the present FIR.

iv) The record further shows that civil proceedings concerning the same property transaction are pending between the parties. Although

pendency of civil proceedings by itself does not exclude criminal liability under Section 489-F P.P.C, the nature of the transaction, the liability allegedly outstanding and the purpose for which the cheque was issued are all disputed matters which require evidence.

v) The offence under Section 489-F P.P.C carries a maximum punishment of three years and therefore falls outside the prohibitory clause of Section 497(1) Cr.P.C. It is well settled that in offences falling outside the prohibitory clause, grant of bail is the rule and refusal is an exception, unless exceptional circumstances exist.

vi) In these circumstances, particularly the dispute regarding the underlying property transaction and the purpose for which the cheque was issued, the case appears to be one of further inquiry within the meaning of Section 497(2) Cr.P.C.

vii) It is also well settled that where an accused is otherwise entitled to post-arrest bail, the extraordinary relief of pre-arrest bail should not be withheld merely as a procedural formality of first sending him behind bars. Reference may be made to *Rana Muhammad Arshad v. Muhammad Rafique and another* (PLD 2009 SC 427).

6. For these reasons, this application is allowed and the interim pre-arrest bail granted to the applicant vide order dated 11.09.2026 is hereby confirmed on the same terms and conditions with enhanced surety of Rs.10,00,000/- (Rupees Ten Lacs only) and P.R Bond in the like amount to the satisfaction of learned Additional Registrar of this Court. However, in the event that the applicant is found misusing the concession granted by this order, the learned Trial Court shall be at liberty to recall the bail of the applicant and proceed in accordance with law.

7. It is clarified that the observations made above are tentative in nature and shall not prejudice the case on merits, which shall be decided by the learned Trial Court independently on the basis of evidence brought before it.

JUDGE

FAISAL