

IN THE HIGH COURT OF SINDH, CIRCUIT COURT, HYDERABAD

Cr. Bail Appl. No. S-856 of 2026
[Maroof son of Abdul Rehman Qureshi v. The State]

14.09. 2026

For orders on office objections
For hearing of main case

Mr. Muhammad Irfan Awan Advocate along with applicant on interim pre-arrest bail
Mr. Shahid Ahmed Shaikh, Addl. P.G. along with SIP Maqsood Shah PS
Cantonment Hyderabad

ORDER

ABDUL MOBEEN LAKHO, J.- Applicant seeks pre-arrest bail in Crime No.83 of 2026 registered at Police Station Cantonment, Hyderabad, for offences under Section 489-F PPC, after dismissal of his application for pre-arrest bail by the learned III-Additional Sessions Judge, Hyderabad, vide order dated 29.06.2026

2. The details and particulars of the case are already available in the bail application and the FIR and may be gathered therefrom; hence, the same need not be reproduced herein.

3. Learned counsel for the applicant contends that the applicant is innocent and has been falsely implicated in this case; that there is delay of more than 19 days in registration of FIR which has not been reasonably explained; that neither there were any business transaction between the applicant and complainant nor was there any agreement between them; that the applicant is not engaged in the business of batteries nor he knew the complainant nor any proof has been brought on record to show such business transaction; that in fact the brother of the applicant namely Umar Farooque was dealing in the said business with one Haji Naveed Memon and as per standard of the business, he issued a blank cheque as security/surety to said Haji Naveed Memon; that the applicant has never issued any cheque to the complainant and it was issued towards security but it was misused by Haji Naveed Memon; that no independent person is cited as a witness to the alleged offence nor specific date, time and place of the said transaction are described, thus raising the possibility of the false implication of the applicant; that the applicant and his brother Umar Farooque Qureshi have already filed F.C.Suit (re-Umar Farooq Qureshi & another Vs. Aamir & others), for Declaration, Cancellation, Damages and Permanent Injunction, which is pending adjudication in the competent Court of law; that the alleged offence does not fall within the prohibitory clause of Section 497 Cr.PC, therefore, the case requires

further probe; that the challan has been submitted and the applicant is attending the trial Court regularly; that section with which the applicant is charged does not fall within the prohibitory clause of section 497 Cr.P.C.; Lastly he prayed for confirmation of interim pre-arrest bail already granted to the applicant.

4. On the other hand, learned counsel for the complainant opposed the confirmation of interim pre-arrest bail already granted to the applicant on the ground that applicant is named in the FIR with specific role of issuing a bogus cheque of huge amount dishonestly; that the applicant was in collusion with his brother and they wanted to usurp the money of complainant; that the complainant's version is supported by documentary evidence; that the delay has been properly explained, as the applicant was keeping the complainant on false hopes, indicating no malice on his part; that the offence committed by the applicant is increasing day by day, causing significant financial loss to the innocent individuals, therefore, he is not entitled to any relief.

5. I have heard the learned counsel for the parties and have examined the available material with their assistance. Learned counsel for the applicant has submitted the Bank Statement of the applicant which goes to show that there was no transaction in the bank account of the applicant. According to him, the applicant has nothing to do with the business of batteries and in fact he is an employee at a cloth store and it is his brother who use to do business of batteries. The cheque shown admittedly has some discrepancy with regard to the overwriting in the name of complainant Muhammad Aamir and the same should not be cleared or accepted in the bank. In fact, the bank officer instead of going through overwriting in the name of complainant chose to return the cheque with reason of insufficient funds in drawers account. The offence under Section 489-F P.P.C. carries a maximum punishment of three years' imprisonment and, therefore, does not fall within the prohibitory clause of Section 497, Cr.P.C. Besides, there is a delay of about 19 days in registration of the FIR, which, prima facie, has not been reasonably explained. It is also well settled that mere issuance of a cheque does not, by itself, constitute an offence under Section 489-F, P.P.C. It must be established that the cheque was issued dishonestly towards the repayment of a loan or the fulfilment of a legal obligation. In the present case, the complainant has failed to show any kind of relationship or business transaction with applicant to establish that the subject cheque was issued either towards repayment of a loan or in fulfilment of any obligation, which are essential ingredients for constituting an offence under Section 489-F, P.P.C. In the absence of these basic ingredients, the case against the applicant calls for further inquiry within the meaning of Section 497(2), Cr.P.C. The investigation is over, the challan has already been submitted before the learned trial Court and the applicant is no

more required for further investigation. The applicant is stated to be regularly attending the trial proceedings and there is no complaint against him regarding misuse of concession of interim pre-arrest bail granted to him. The whole case of the prosecution rests upon the documentary evidence, which is in possession of prosecution, therefore, no question of tampering the evidence arises at the hands of the applicant.

6. In view of above, I am of the opinion that at this stage the applicant has been able to make out a case for pre-arrest bail. Accordingly, instant bail application is allowed and the interim pre-arrest bail earlier granted to the applicant vide order dated 02.07.2026 is hereby confirmed on the same terms and conditions.

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

JUDGE