

Order Sheet

IN THE HIGH COURT OF SINDH KARACHI

Cri.Bail Application No.1669 of 2026
(*Muhammad Saleem Jokhio v. the State*)

Cri.Bail Application No.1671 of 2026
(*Fayaz Ahmed Dahar v. the State*)

Date	Order With Signature Of Judges
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For hearing of bail application

Date of hearing: 17.06.2026

Date of order: 30.06.2026

Mr. Asif Ali, advocate for the applicant in B.A No.1669 of 2026

Mr. Qamar Abbas Abbasi, advocate for the applicant in B.A No.1671 of 2026

Mr. Muhammad Ahmed, Assistant Attorney General
Inspector Darshan Kumar, FIA- AMLA

Omar Sial, J. The origins of this case lie in an Agreement to Sell dated 22.09.2021 for a 33-acre tract of land in Malir. According to the Agreement, two persons, identified as Khaliullah Sheikh and Junaid Ali Khan (collectively referred to as the “buyers”), paid an amount of Rs. 10 million to Muhammad Sajid and Syed Mujahid Hussain Rizvi (collectively referred to as the “sellers”). The two applicants seeking bail herein are Fayyaz Ahmed Dahar and Saleem Jokhio – both witnessed the execution of the Agreement to Sell.

2. The promises made by the buyers and the sellers in the Agreement could not be fulfilled as a dispute broke out between them. It appears that the cause of the dispute was false, fake, and forged property documents. F.I.R. No. 245 of 2023 registered under sections 406, 420, 468, 471, 504, 506-B, and 34 P.P.C. on 28.07.2023, by an attorney of one of the buyers

(Khalilullah Sheikh) against the sellers and the two witnesses to the Agreement. Both applicants, i.e., Fayyaz Ahmed Dahar and Saleem Jokhio, have been granted bail in that case.

3. On 08.04.2026, i.e., 3 years after the registration of F.I.R. No. 245 of 2023, another F.I.R. was registered by the State against, inter alia, the applicants, under sections 3 and 4 of the Anti-Money Laundering Act, 2010. This F.I.R. was numbered 8 of 2026.

4. The learned Assistant Attorney General submitted that F.I.R. No. 8 of 2026 was registered because the Rs. 10 million paid by Khaliullah Shaikh are proceeds of crime. I am at a loss to understand how this conclusion has been reached, and even if it has, how are the applicants culpable for being witnesses to an Agreement to Sell? If false and fake documents were provided, for which there is no adjudication to date but criminal proceedings have been initiated, then that would be a matter between the buyers and the sellers. A witness to an agreement cannot be held liable if the seller provides the buyer with forged documents, without evidence of any conspiracy, common intention, or abetment. There is no evidence shown to me that the applicants were the beneficiaries of any portion of the Rs. 10 million. The case against the applicants being one of further inquiry, they are both admitted to bail against a solvent surety of Rs. 200,000 each and a P.R. Bond for the same amount to the satisfaction of the trial court.

JUDGE