

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI
Crl. Acq. Appeal No.46 of 2019

Date	Order with signature of Judge
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Present: Mr. Justice Nazar Akbar

Appellant : M. Ahsan Khan,
Through Mr. Saathi M. Ishaque, advocate.

Versus

Respondent No.1 : Yousuf Qureshi

Respondent No.2 : Rimsha Yousuf Qureshi

Respondent No.3 : The State

Date of hearing : **03.04.2019**

Date of decision : **19.04.2019**

JUDGMENT

NAZAR AKBAR, J:- This Crl. Acq. Appeal is directed against the judgment dated **28.11.2018** passed by VIIIth Judicial Magistrate (Central) Karachi in Criminal **Case No.1254/2017** whereby the trial Court has acquitted Respondents No.1 & 2 by extending them benefit of doubt.

2. Brief facts of the case are that complainant namely Muhammad Ahsan Khan son of Muhammad Akbar lodged FIR on 12.05.2017 at 1100 hours in which he stated that he is working as a travel agent and he had an agreement with M.A. Qureshi which is run by Muhammad Yousuf Qureshi and owned by Mst. Rimsha wife of Muhammad Yousuf Qureshi and as per agreement it was settled that if a person who will stay more than VISA period then accused Muhammad Yousuf will be responsible for their stay and fine amount will be paid by the accused Muhammad Yousuf and accused Muhammad Yousuf gave cheque of his wife namely Mst. Rimsha of amount of Rs.10,00,000/- to the complainant with mala-fide

intention which was bounced upon presentation by complainant. And, one person namely Jameel Ahmed son of Muhammad Raheem gave threats to the complainant. Hence, the instant FIR.

3. I have heard the learned counsel for the appellant and perused the record.

4. The perusal of the impugned order shows that the evidence required for bringing the case within the ambit of Section 489-F of the PPC was not available. Learned counsel for the appellant/complainant was directed to satisfy the Court through evidence that the ingredients of an offence under **Section 489-F** was proved. Whether the cheque was issued towards payment of loan or “fulfillment of an obligation” by the respondent? In this context the observations of the trial Court in the impugned judgment are well reasoned which are reproduced below:-

.....There is an agreement on record between complainant and Muhammad Yousuf in which terms and conditioned were settled between the parties and it is written on an agreement as per clause 11 of the agreement that accused will give blank cheque as security to the first part i.e. complainant and complainant also admitted in his cross-examination that accused Muhammad Yousuf gave blank cheque as a security and the same was filled by the complainant and amount was also written by the complainant himself and he presented the cheque before the bank which was dishonored due to stop payment. When complainant admitted that he received amount of Rs.40,000/- from the accused person against penalty amount which complainant paid to the Government of Dubai. Further, complainant failed to produce receipts of the penalty paid by him to the Government of Dubai before the court, however, complainant were given repeated chances for production of such proof. Therefore, prosecution failed to establish that accused persons have committed cheating with the complainant.....

The above observation of the trial Court based on evidence was enough for acquittal of respondents No.1 & 2.

5. In view of the above, no case is made for interference in the impugned judgment by this Court, therefore, this Crl. Acq. Appeal is dismissed alongwith listed applications.

JUDGE

SM