

## IN THE HIGH COURT OF SINDH AT KARACHI

Criminal Bail Application No.652 of 2019  
Criminal Bail Application No.653 of 2019

**Present:**

***Mr. Justice Amjad Ali Sahito***

Applicant in Crl. B.A. : Imran Saleem S/o Muhammad Saleem  
Nos.652 & 653 of 2019 through Mr.Liaquat Ali Khan, Advocate

Complainant in Crl. Bail : Usman S/o Yousuf  
Application No.652/2019 through Mr.Aijaz Ali Channa, Advocate

Complainant in Crl. Bail : Kulsoom Suleman D/o Suleman  
Application No.653/2019 through Mr.Aijaz Ali Channa, Advocate

Respondent : The State  
through Ms. Rahat Ahsan,  
Addl. Prosecutor General Sindh.

Date of Hearing : 12.07.2019

Date of Order : 12.07.2019

### **ORDER**

**AMJAD ALI SAHITO, J :-** By this common order, I intend to dispose of both the bail applications emanating from FIRs bearing No.468/2019 U/s 489-F PPC and No.469/2019 U/s 489-F PPC registered at PS Kharadar, Karachi

2. Brief facts of the prosecution ca

se as per FIR lodged by Usman S/o Yousuf on 27.04.2019 that Imran Saleem is a builder with whom complainant got booked a studio flat bearing No.A-8, 1<sup>st</sup> Floor, Ayesha Garden Project constructed over Plot No.14 Garden, Karachi in the year 2009 and had paid him a sum of Rs.535,000/- being full and final payment. As per promise after expiry of three years when complainant asked him regarding possession of flat, he kept him on false hopes and on his continuous demand stated giving threats to him, whereupon he registered the FIR No.259/2013 U/s 406, 420, 506, 34 PPC. Thereafter, Imran

Saleem settled the dispute with him and had issued a cheque bearing No.10972040 of dated 30.11.2018 in the sum of Rs.535,000/- which he deposited in his account for encashment but it was dishonoured due to non-availability of amount in the account. He claimed against Imran Saleem for cheating him and he gave him a cheque knowingly that it would not be encashed. Hence the said FIR was registered. Similarly, complainant namely Kulsoom Suleman D/o Suleman in CrI. B.A. No.653/2019 lodged an FIR on 27.04.2019 that she got booked a flat bearing No.C-8, 3<sup>rd</sup> Floor, Ayesha Garden Project in the year 2011 and paid him a sum of Rs.550,000/- being full and final payment. As per promise after expiry of three years when complainant asked him regarding possession of flat, he kept her on false hopes and on her continuous demand stated giving threats to her, whereupon she registered the FIR No.259/2013 U/s 406, 420, 506, 34 PPC. Thereafter, Imran Saleem settled the dispute with her and had issued a cheque bearing No.10972041 of dated 31.12.2018 in the sum of Rs.550,000/- which she deposited in her account for encashment but it was dishonoured due to non-availability of amount in the account. She claimed against Imran Saleem for cheating her and he gave her a cheque knowingly that it would not be encashed. Hence the said FIR was registered.

3. Learned counsel for the parties submits that during pendency of this bail application, both the parties have settled their dispute outside the Court and reached to compromise. Hence, applicant namely Imran Saleem is present and pays cash amount of Rs.500,000/- as well as hands over six cheques amounting to Rs.100,000/- each (total of Rs.600,000/-) to the complainants in the Court. Complainants are present and confirm the facts that they

receive the cash amount of Rs.500,000/- as well as six cheques of Rs.100,000/- each and raise no objection, if the bail of the applicant is confirmed. Complainants also undertakes that they will return the documents of the said flats bearing No.A-8, 1<sup>st</sup> Floor and No.C-8, 3<sup>rd</sup> Floor, Ayesha Garden Project to the applicant. Learned Addl. PG raises no objection for confirmation of the bail to the applicant on the ground that Section 489-F PPC is compoundable and both the parties have compromised.

4. In view of above, the interim pre-arrest bail already granted to applicant/accused namely Imran Saleem vide order dated 09.05.2019 in both the Criminal Bail Applications bearing No.652 & 653 of 2019 is hereby confirmed on same terms and conditions and the instant bail applications stand disposed of accordingly.

5. The observations made hereinabove are tentative in nature and the learned trial Court shall decide the case specifically on merits.

**J U D G E**

Kamran/PA