

ORDER SHEET  
**IN THE HIGH COURT OF SINDH,**  
**CIRCUIT COURT HYDERABAD**

Cr. Bail Application No. S- 1211 of 2019

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<b>DATED</b>	<b>ORDER WITH SIGNATURE OF JUDGE</b>
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For orders on office objection.

For hearing of main case.

13.01.2020

Applicant Muhammad Sufyan is present on interim bail.

Mr. Faisal Ali Raza Bhatti, Advocate for complainant.

Ms. Rameshan Oad, Asst. Prosecutor General.

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**ABDUL MAALIK GADDI, J-** Through this bail application, applicant Muhammad Sufiyan seeks pre-arrest bail in crime No.214 of 2019 registered U/S 489-F, 468, 463, 465, 506/2, 504, 420, 34 PPC at Police Station Market. Earlier, applicant had filed Cr. bail application before the trial court for grant of bail but the same was dismissed vide order dated 06.11.2019.

2. Precisely facts of the prosecution case are that complainant had friendly terms with Wahid Ali, the applicant / accused and Muhammad Sufian Siddiqui who were doing the business of property in Noorani Basti as property dealer. It is further stated that in the year 2016, he got booked three shops in the sum of Rs.40,00,000/- on cash and also two flats in the sum of Rs.65,28,000/- constructed on the said flats in JS Tower, Gulistan-Liaquat Colony and paid token amount of Rs.20,00,000/- towards the said flats to Wahid Ali and Muhammad Sufian who promised to hand-over the possession of shops within three months and possession of flats within eight months, but failed to hand over the possession within stipulated time. It is further alleged that both kept the complainant on false hopes and promises and on continuous contacts of the complainant, they advised him to leave the flats and shops and in lieu of that property, they are giving him files of two other plots and at that time, one Alam, Raza, Muzammil and others were also available. It is further alleged that they given him an

allotment letter of Tyne Hunain City Housing Scheme where-upon only area of plots was mentioned as 1200 Sq. Ft. but the place of situation was not typed and there was no signature of issuing authority on the said letter. The second file of booking form of Expo Gold Residency where-upon the name of one Nasir Iqbal was mentioned and the area of plot was shown as 4000 Sq. Ft. However, the address of said Nasir Iqbal was shown as resident of Nawabshah. It is further alleged that the complainant got verified both the files which were found fake and bogus and no plots were existed in the same scheme. It is further stated that thereafter complainant again contacted the accused Wahid Ali Siddiqui, Muhammad Sufian, Noor Alam, Raza and Muzammil, but they kept him on false hopes of today and tomorrow and on many approaches of the complainant in presence of Muhammad Imran and Atiq, all the five persons issued him cheques bearing No.A-0825857-6 amounting to Rs.4,00,000/- dated 19.02.2019, No.A-0825857-7 amounting to Rs.4,00,000/- dated 19.02.2019, No.A-0825857-8 amounting to Rs.4,00,000/- dated 20.02.2019 from the account of applicant / accused Wahid Ali Siddiqui, cheque bearing No.MKIZN0016010102864815 of Meezan Bank, Saddar Branch, cheques bearing No.37623928 amounting to Rs.2,75,000/- dated 29.01.2019 and No.37623928 amounting to Rs.7,00,000/- dated 15.11.2018 issued by Muhammad Sufian Siddiqui from his account No.957000000955383 of JS Bank Limited, Cloth Market Branch, Bank Al-Habib Limited, Market Branch and Faisal Bank Limited IBB Cloth Market Branch, which were bounced on presentation due to insufficient funds in the account of Muhammad Sufian and Wahid Ali Siddiqui. It is further stated that he conveyed the said information to both the accused, but they again kept him on false hopes and promises and also issued him threats by abusing, as such, the complainant approached the Court and after getting orders from the Court lodged the F.I.R against the accused.

3. Applicant present submits that there is delay of eight (08) months in lodging the F.I.R which has not been plausibly explained by the complainant; that the alleged offences do not

fall within the ambit of prohibitory clause of Section 497 Cr.P.C; that the story narrated in the F.I.R is false, concocted, unbelievable and outcome of malice; that he is innocent and has nothing to do with the alleged offence and has been falsely implicated in this case by the complainant; that the alleged cheque was not issued by him towards any obligation; that two different dates of the incident are shown in the F.I.R without plausible explanation of delay; therefore, he prays for confirmation of interim bail.

4. On the other hand, learned A.P.G assisted by learned counsel for the complainant has opposed the bail application on the ground that the applicant / accused is involved in a case of forgery and cheating ; the accused is nominated in F.I.R with specific role therefore, he is not entitled for concession of extra ordinary relief of pre-arrest bail.

5. I have heard the arguments advanced by either side and perused the material available on record. It appears from the record that the alleged incident took place in between 01.02.2019 to 16.09.2019 whereas F.I.R was lodged by complainant Rashid Siddiqui on 05.10.2019. Apparently, F.I.R is delayed about eight (08) months for which no satisfactory explanation has been explained. It is noted that case has already been challaned and applicant / accused is no more required for investigation. The only allegation against the applicant is that he had issued two (02) cheques of certain amounts to the complainant and when complainant presented the same before the concerned bank for their encashment, the same were bounced / dishonoured. It is stated by the applicant that the alleged cheques were issued to the complainant due to business transaction and according to him he did not commit any cheating with the complainant. However, it is yet to be determined at the time of trial whether the applicant had issued the alleged cheques to the complainant in a good faith or otherwise.

6. As observed above, the case has been challaned therefore, sending the applicant to jail would not serve the purpose as the case has already been sent to Model Court for its speedy trial and it is expected that the trial Court shall decide the same as early

as possible. Besides, the punishment of the alleged offence does not fall within the ambit of prohibitory clause of Section 497 Cr.P.C. In such circumstances, grant of bail to an accused is a rule and its refusal is an exception. There is no exceptional circumstance appear to with hold the bail to applicant / accused in this case. It is stated by learned A.P.G that the applicant / accused is regularly appearing before the trial Court to face the trial. In these circumstances, the interim pre-arrest bail already granted to the applicant vide order dated 08.11.2019, is hereby confirmed on the same terms and conditions.

7. Needless to mention that the observations made hereinabove are tentative in nature and shall not prejudice the case of either party at the time of.

8. Before parting, I would like to make it clear that if the applicant misuses the concession of bail in any manner, then the trial Court is fully authorised to take every action against the applicant and his surety including cancellation of bail without making any reference to this Court. Office is directed to communicate this order to the trial Court for information and compliance.

**JUDGE**

*\*Fahad Memon\**

**13.01.2020**