

## IN THE HIGH COURT OF SINDH AT KARACHI

### Criminal Bail Application No.311 of 2025

Applicant : Shah Faisal  
through Mr. Wajid Hussain, Advocate

Respondent : The State  
through Ms. Rubina Qadir, Additional  
Prosecutor General.

Complainant : Daniyal s/o Fazal Mannan  
Through Shujaat Ali Khan, Advocate

Date of hearing : 27.03.2025

Date of order : 03.04.2025

### **ORDER**

**KHALID HUSSAIN SHAHANI, J.** – The applicant, Shah Faisal seeks pre-arrest bail in Crime No. 263/2024, offence u/s 406, 407, and 34 PPC of Police Station Maripur Karachi. His bail plea was previously declined by the learned VIIth Additional Sessions Judge, Karachi West, vide order dated 27.01.2025.

2. As per the prosecution, on 27.09.2024, the complainant entrusted certain goods to Gadon Goods Transport for delivery to KPK in a vehicle bearing registration number C-2897. The consignment was documented through various bultis, with details recorded in the FIR. The goods were handed over to the transport company's owner, Muhammad Fayaz, driver Muhammad Ibrar, and cleaner Muhammad Ishaq. However, the goods never reached their destination. The complainant attempted to contact the aforementioned individuals, but their phones were found switched off. Consequent upon; case was registered inter-alia on above facts.

3. Learned counsel contends that the applicant has been wrongly implicated due to personal vendetta. He argued that the applicant's name was not initially mentioned in the FIR, nor was any role attributed to him in the alleged crime. His name only surfaced after the interim report was submitted, based on a rental agreement that the applicant allegedly had

no connection with. The counsel further asserted that no recovery was made from the applicant's exclusive possession, and since the case does not fall under the prohibitory clause, he requested confirmation of pre-arrest bail.

4. On the other hand, the learned Additional Prosecutor General opposed the bail application, arguing that the goods mentioned in the FIR were recovered from a rental godown allegedly linked to the applicant. However, she reluctantly conceded that the rental agreement in question was unregistered, and the applicant has denied having any association with it. She further acknowledged that the case does not fall within the prohibitory clause.

5. The FIR does not mention the applicant by name, and any alleged misappropriation is attributed to the individuals specifically named in the report. While the prosecution claims that the recovered goods were found in a godown rented by the applicant, he denies having entered into any such rental agreement, which was purportedly executed on the same day as the incident. Since the agreement is unregistered, its authenticity and execution remain matters to be determined during trial. Given that the case does not fall under the prohibitory clause of Section 497(1) Cr.P.C., bail is generally the rule, and denial is the exception. The investigation has concluded, and the case has already been challaned, indicating that the applicant is no longer needed for investigative purposes.

6. In light of the foregoing, the applicant has successfully established grounds for the grant of bail. Therefore, the interim pre-arrest bail previously granted to him is hereby confirmed on the same terms and conditions, with the direction that he shall fully cooperate with the investigation and attend trial proceedings as required.

7. These observations are of a preliminary nature and shall not influence or prejudice the merits of the case during the trial.

**JUDGE**

Shahbaz/PA