

IN THE HIGH COURT OF SINDH AT KARACHI

Criminal Bail Application No.2094 of 2025

Applicant : Liaquat Ali Surhio, through Mr. Faisal Iqbal, Advocate.
Complainant : Suhail Ahmed Memon, through Mr. Muhammad Ahmed, Advocate.
Respondent : The State, through Mr. Muhammad Noonari, D.P.G.
Date of Hearing : 13.11.2025
Date of Order : 13.11.2025

ORDER

TASNEEM SULTANA, J: Through this criminal bail application, the applicant Liaquat Ali Surhio seeks pre-arrest bail in Crime No.355 of 2025 under Sections 489-F PPC registered at Police Station Clifton, Karachi. Earlier same relief was granted by the learned IIIrd Additional Sessions Judge, Karachi South but was recalled vide order dated 07.08.2025.

2. Brief facts of the prosecution case are that the complainant, Suhail Ahmed Memon, retired in the year 2022 from the Public Health Engineering Department, Government of Sindh. On 23.12.2024, he handed over pensionary benefits an amount of Rs.7,000,000/- to the present applicant, Liaquat Ali Sarhyo, owner of Al-Madina Super Mart Store, Moro, for a business arrangement. The applicant assured to return the said amount within two months and, in this regard, issued a cheque bearing No.10560842, drawn on Bank Al-Habib, Moro Branch, amounting to Rs.7,000,000/-. The complainant deposited the cheque in his Bank Al-Falah account No.10014001008706722 on 26th Street, Tauheed Commercial on 25.02.2025; however, the same was dishonoured due to insufficient funds. Upon being approached, the applicant sought further time of two months. After expiry of the extended period, the complainant again presented the same cheque on 21.05.2025, which was once again returned unpaid for the same reason. The complainant thereafter contacted the applicant repeatedly, but he allegedly avoided repayment, compelling the complainant to lodge the present FIR.

3. Learned counsel for the applicant contended that applicant has been falsely implicated with malafide intention; that there is an unexplained delay of 33 days in lodging the FIR; that the subject cheque was neither issued nor signed by the applicant as it had been stolen from his ship or vehicle where the complainant frequently had access and has been missed; that there is no written agreement, receipt or specific details of the alleged cash payment of Rs.7,000,000/-; that that the essential ingredient of dishonest intention at the time of issuance of cheque is lacking; that the alleged offence does not fall within the prohibitory clause of Section 497 Cr.P.C.; and that the applicant is ready to face the trial, therefore, he deserves the concession of bail.

4. Conversely, learned D.P.G. assisted by the learned counsel for the complainant opposed the plea and argued that the applicant received a substantial amount from the complainant for a business arrangement and issued a cheque towards repayment which was dishonoured twice upon presentation; that the cheque was not issued as a security but against subsisting and legally enforceable liability; that such conduct squarely attracts the mischief of Section-489-F PPC; that applicant does not deserve the extra ordinary relief of pre-arrest bail.

5. Heard. Record perused.

6. It appears from the FIR that the allegation against the applicant is that he received an amount of Rs.7,000,000/- from the complainant for a business arrangement and issued a cheque which was dishonoured upon presentation. However, the record shows that the applicant has disputed the very issuance and execution of the cheque, asserting that no monetary transaction ever took place and that the cheque was stolen from his shop or vehicle where the complainant frequently had access. The cheque is stated not to bear his genuine signature, lacks the official stamp of Al-Madina Mart, and reflects variation in ink and handwriting, while the bank returned memo records "unauthorized signature/stamp required on cheque" which prima facie raises a question whether the disputed cheque was ever issued by the applicant in discharge of any enforceable liability. This question cannot be resolved at this stage and clearly bring the matter within the ambit of Section-497(2) Cr.P.C, to be determined by the trial court after recording of evidence.

7. The offence alleged under Section 489-F, PPC carries a maximum punishment of three years and, therefore, does not fall within the prohibitory clause of Section 497, Cr.P.C. The settled principle is that in such cases, grant of bail is a rule and refusal an exception. Reliance is placed on Shehzad v. The State (2023 SCMR 679) and Tariq Bashir and others v. The State (PLD 1995 SC 34). The Hon'ble Supreme Court has repeatedly held that bail is neither punitive nor preventive, as punishment begins only after conviction. If a person is mistakenly granted bail, such error can be corrected upon conviction, whereas wrongful pre-trial detention, if ultimately found unjustified, causes irreparable harm to liberty. Reliance is also placed upon the judgment in Nazir Ahmed alias Bharat v. The State and others (2022 SCMR 1467), wherein it was observed as under:

“Section 489-F of P.P.C. is not a provision which is intended by the legislature to be used for recovery of an alleged amount, rather for recovery of any amount, civil proceedings provide remedies, inter alia, under Order XXXVII of C.P.C.”

8. The FIR was lodged 33 days after the cheque was dishonoured, with no plausible explanation of such delay; such inaction, prima facie, raises doubt regarding the bona fides of the complainant. Investigation has been completed, challan has been submitted. The applicant has joined the investigation.

9. In view of the above facts and circumstances, interim pre-arrest bail already granted to the applicant/ accused vide order dated 13.08.2025 was confirmed on same terms and conditions, by a short order dated 13.11.2025 and these are the reasons for the same.

10. The applicant shall attend the trial regularly and shall not misuse the concession of bail; any violation shall entail cancellation of bail according to law. The observations made herein are tentative in nature and shall not prejudice either party at trial.

JUDGE

Ayaz Gul