

IN THE HIGH COURT OF SINDH AT KARACHI

Criminal Bail Application No. 1536 of 2026

Applicant : Khasta ur Rehman
Son of Raza Rehman
Through: Mr. Ali Raza, advocate

Complainant : Qalander Shah S/o. Ahmed
Through: Syed Mukhtar Hussain
Shirazi, advocate

The State : The State:
Through Mr. Muhammad Mohsin,
Assistant Prosecutor General Sindh

Date of hearing : 17.06.2026.

Date of Order : 17.06.2026.

ORDER

Jan Ali Junejo, J:-- Through this Criminal Bail Application filed under Section 497, Cr.P.C., the Applicant Khasta ur Rehman son of Raza Rehman seeks his release on bail in case FIR No. 160/2026, registered at Police Station Ferozabad, Karachi, for an offence under Section 489-F, PPC. The Applicant is aggrieved of the orders dated 17.04.2026 and 28.04.2026 respectively passed by the learned Judicial Magistrate-XXI, Karachi East in Criminal Bail Application No. 47/2026 and the learned Additional Sessions Judge-VI, Karachi-East in Criminal Bail Application No. 2274/2026, whereby his bail was declined.

2. The accusation against the applicant as per contents of FIR lodged by the Complainant is that he issued a post-dated cheques leaf bearing Nos.00100008 amounting to Rs.40,00,000/-, 2) 00100009 amounting to Rs.30,00,000/- and 3) 001000010 amounting to Rs.30,00,000/-drawn on HBL Mingora Bank Squares, Bodi Swat Branch in favor of complainant. Cheque No. 00100009 amounting to Rs.30,00,000/-, which was dishonored on presentation before the

bank concerned due to non-payment. Such F.I.R No.160/2026, was registered under Section 489-F PPC at Police Station Ferozabad against the applicant.

3. Learned counsel for the applicant, inter alia, contended that the cheque in question is guarantee, which does not fall within section 489-F, P.P.C.; that the cheque was not towards an obligation. It was further contended that the offence in question does not fall within the prohibitory clause and in such like cases the grant of bail is a rule and refusal is an exception. Prayer is for admission to bail, subject to surety.

4. Conversely, the learned APG Sindh along with counsel for complainant, inter alia, contended that in the investigation the applicant has been found guilty; that the cheque was handed over by the accused for fulfillment of an obligation. It is urged that no mala fides are established; reliance is placed on the gravity of financial frauds requiring deterrence. Prayer is made for dismissal of bail application.

5. Arguments advanced by learned counsel for the parties have been heard and the documents placed on record examined with their able assistance.

6. The Applicant is imputed with offence under section 489-F, P.P.C., which does not fall within the prohibitory clause of section 497, Cr.P.C. In such like cases the grant of bail is a rule and refusal is an exception. Reliance is placed on case reported as "Tariq Bashir v. The State" (PLD 1995 SC 34). The case of the applicant does not fall within the exception enumerated in the case.

7. The cheque in question was issued merely as a guarantee cheque, a position which has also been affirmed by the learned counsel for the complainant. In this regard a Tasfianama/settlement

deed is available on the case file at Page No. 101 as Annexure "A/9", which further supports the applicant's contention regarding the nature of the cheque. It is settled law that where a cheque is issued as a guarantee or security cheque, the provisions of Section 489-F, P.P.C. are not attracted. Reliance is placed upon the cases reported as 2013 SCMR 51 and 2018 YLR Note 157. In the facts and circumstances of the present case, the aforesaid aspect renders the prosecution case against the applicant one of further inquiry within the meaning of Section 497(2), Cr.P.C.

8. For the foregoing reasons, this Criminal Bail Application is allowed and the applicant/accused Khasta ur Rehman son of Raza Rehman is admitted to bail in FIR No.160 of 2026, under Section 489-F PPC, registered at Police Station Ferozabad, Karachi, subject to furnishing solvent surety in the sum of Rs.200,000/- [Rupees Two Lac only] and P.R. bond in the like amount to the satisfaction of the learned Trial Court. Needless to observe that the above observations are tentative in nature and shall not prejudice the case of either party at trial.

JUDGE