Form No: HCJD/C-121

ORDER SHEET

IN THE ISLAMABAD HIGH COURT, ISLAMABAD
JUDICIAL DEPARTMENT

Writ Petition No. 2004 of 2025

Mst. Afia Qalandar Anjum

Vs.

The State and others

S. No. of order/ proceedings	Date of order/ proceedings	Order with signature of Judge and that of parties or counsel where necessary.
	27.05.2025	Mian Muhammad Omer Riaz, Advocate for the Petitioner. Ms. Sumaira Khursheed, learned State counsel. Mr. Rizwan Ahmed S.I/IO alongwith Faisal ASI.

C.M. No.2030 of 2025.

Through the instant C.M., the Applicant/Petitioner seeks permission to file additional documents on record. For the reasons mentioned in the application, the same is allowed, for all just and legal exceptions.

C.M. No.2031 of 2025

Exemption sought for is allowed subject to all just and legal exceptions.

MAIN CASE.

Through this petition, the petitioner impugns the orders dated 19.04.2025 and 05.04.2025 passed by the learned Additional Sessions Judge, West-Islamabad and learned Senior Civil Judge-II/Judicial Magistrate (Sec.30), respectively, whereby bail granted to the Petitioner, vide order

dated 01.07.2022, was recalled. Subsequently, the Criminal Revision filed by the petitioner, was also dismissed.

2. Learned counsel for the Petitioner contended that both the impugned orders dated 05-04-2025 and 19-04-2025 are arbitrary, capricious, devoid of judicial reasoning, and passed in violation of the principles of natural justice and fundamental rights guaranteed under Articles 4, 9, and 10-A of the Constitution of Pakistan; that once bail has been granted, it cannot be cancelled except on the emergence of new and overwhelming circumstances justifying such cancellation and no such circumstance exists in the present case; that the petitioner is a law-abiding overseas Pakistani woman unfamiliar with the legal system, has falsely been implicated in the instant case and Respondent No.2/complainant of the case along with accomplices, blackmailed and coerced her into signing a fraudulent compromise deed, when she was in judicial custody; that the said compromise/Ex-PA was neither voluntary nor informed and was used by Respondent No.2 rendering the so called compromise deed void ab-initio for lack of free consent under law; that the instant case is of civil nature and a civil suit is already pending in this regard; that the learned Judicial Magistrate committed material illegality and irregularity while passing the impugned order dated 05-04-2024; that the learned Additional Sessions Judge, while dismissing the criminal revision vide order dated 19.04.2025, has also

failed to discharge its revisional jurisdiction; that the impugned orders amount to an abuse of the process of law, adversely affecting the liberty of the Petitioner, and rendering her continued incarceration unjust, unlawful, and unconstitutional and not sustainable in the eyes of law he finally prayed for setting aside of the impugned orders

3. Conversely, learned state counsel repelled the contentions raised by the learned counsel for the Petitioner by stating that the Petitioner was granted conditional post arrest bail vide order dated 01.07.2022, on the basis of conditional agreement/*Iqrarnama* and the Petitioner has breached the agreed terms of said compromise deed, due to which, her bail granting order was recalled; that there is no illegality or irregularity in the impugned orders and the same were passed in accordance with law and finally prayed for dismissal of instant petition.

4. Arguments heard, record perused.

5. Perusal of the record reveals that Respondent No.2/Complainant got registered a case FIR No.561/2021, dated 13.10.2021, under section 406 PPC of P.S. Kohsar, Islamabad, against the Petitioner and her husband/co-accused namely Qalander Anjum Ishfaq on the allegations of criminal breach of trust and common intention.

6. The first bail petition of Petitioner was dismissed by learned Judicial Magistrate-West and her second bail petition was also dismissed by learned Additional

Sessions Judge, West-Islamabad, on merits. Subsequently, due to settlement between the parties, the Petitioner filed another post arrest bail petition on 30.06.2022, before the learned Judicial Magistrate on the basis of compromise as per conditional agreement/*Iqrarnama* (Ex-PA). Consequently, Petitioner was granted post arrest bail on the basis of said compromise/settlement.

7. Record further reveals that Petitioner has categorically mentioned in Para (b) of her later bail petition dated 30.06.2022, regarding the settlement of dispute, same is reproduced as follows;

> "***b.That Petitioner is ready to settle the dispute with the complainant and also ready to pay the alleged amount/claim under written compromise within stipulated period as mentioned in compromise deed***."

In this regard, a conditional agreement/*Iqrarnama* (Ex-PA), was submitted before court duly signed/thumb impression by the Petitioner and Respondent No.2/Complainant, on 01.07.2022, and on the same date, the Petitioner was summoned from jail and was produced before the court, where the Respondent No.2/Complainant got recorded his statement as to conditional compromise. It is pertinent to mention here that the above mentioned statement was recorded in presence of the Petitioner, where she did not raised any objection regarding duress or coercion, before the court, as she is alleging in the instant petition.

8. Bare perusal of the conditional agreement/*Iqrarnama* shows that the during settlement

between the parties, the Petitioner have returned partial payment of Rs. 12.6 million out of his total claim of Rs.225,931,000/-, in shape of cash and vehicle to the Respondent No.2/Complainant, which tantamount to admission of the claim of the Respondent No.2/Complainant.

9. There is no doubt that no any condition can be imposed on accused, while granting a bail on merits but when a bail is granted in result of some settlement, agreed by the accused him/her self, then any such condition when imposed, could not be said illegal or harsh. Similarly, the Petitioner has not challenged her conditional bail, before the same court or any other court due to disagreement with the conditional agreement/*Iqrarnama*.

10. I am afraid to observe that it has become a tradition that when a benefit of conditional bail is extended to any accused on the basis of certain terms and conditions, then at that time, no objection is raised as to the validity or disagreement with such terms and conditions but once a bail is recalled due to default or non-compliance of such terms and conditions then the prompt objection, which is raised by any accused is usually of deviation with the terms and conditions.

11. In view of the foregoing, no illegality or irregularity has been found in the impugned Orders passed by the learned courts below. Resultantly, the instant petition is **dismissed**.

(MUHAMMAD ASIF)
JUDGE

//Kamran//*