

Form No.HCJD/C-121  
ORDER SHEET  
**LAHORE HIGH COURT, MULTAN BENCH, MULTAN**  
**JUDICIAL DEPARTMENT**

**Crl. Misc. No.1941/H/2023**

Muhammad Aleem Khan etc. Vs CPO etc.

S.No. of Order/ Proceedings	Date of order/ proceedings	Order with the signature of the Judge and that of parties or counsel where necessary
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12.07.2023 Syed Badar Raza Gilani, Advocate, for the Petitioner.  
Malik Riaz Ahmad Saghla, Additional Prosecutor General.  
Mr Muhammad Khalid Ashraf Khan, Advocate, for  
Respondent No.3.

**Crl. Misc. No.718/2023**

The Applicant (Syed Fahad Sheraz) and eight others, claiming to be the followers (*Mureedain*) of Sheikh Muhammad Amin bin Abdul Rehman, filed Crl. Misc. No.1941/2023 under section 491 Cr.P.C. in this Court for the recovery of their spiritual leader from the alleged illegal and improper custody of Respondent No.3. This Court directed the SHO, Police Station Shah Rukn-e-Alam, Multan, to produce the alleged *detenue* on 03.04.2023. He reported that he was of advanced age and extremely ill, and the doctors had advised him not to leave his house. The Applicant and his associates characterized the SHO's report as false, *mala fide* and collusive, so this Court, with the consent of Respondent No.3, appointed a local commission to go to Muhammad Amin's place on 5.4.2023 at 11:00 a.m. and record his statement in writing and also make a video clip thereof. On 6.4.2023, the local commissioner submitted his report along with Muhammad Amin's thumb-marked statement and ScanDisk 32 GB Ultra Flair USB 3.0 (BM2212005758Z) (hereinafter referred to as the "USB") containing its video footage, which the Court made part of the file. The same day, after hearing the learned counsel and viewing the video recording, the Court dismissed the *habeas corpus* petition holding that it was *mala fide*. The Applicant has assailed this Court's order dated 6.4.2023 in the Supreme Court and wants a copy of the USB for use in that proceeding. The Copy Branch refused to issue it. Hence, this application.

2. Heard. According to Merriam-Webster Dictionary, “document” means: (a) an original or official paper relied on as the basis, proof, or support of something; (b) something (such as a photograph or a recording) that serves as evidence or proof; (c) a writing conveying information (such as financial or historical documents); (d) a material substance (such as a coin or stone) having on it a representation of thoughts by means of some conventional mark or symbol; (e) a computer file containing information input by a computer user and usually created with an application (such as a spreadsheet or word processor).

3. Let’s now have a look at some statutory definitions. Section 29 PPC defines “document” as follows:

**29. “Document”.** The word “document” denotes any matter expressed or described upon any substance by means of letters, figures or marks, or by more than one of those means, intended to be used, or which may be used, as evidence of that matter.

**Explanation 1.** It is immaterial by what means or upon what substance the letters, figures or marks are formed, or whether the evidence is intended for, or may be used in, a Court of Justice or not.

#### **Illustrations**

A writing expressing the terms of a contract, which may be used as evidence of the contract, is a document.

A cheque upon a banker is a document. A Power-of-Attorney is a document.

A map or plan which is intended to be used or which may be used as evidence, is a document.

A writing containing direction or instruction is a document.

**Explanation 2.** Whatever is expressed by means of letters, figures or marks as explained by mercantile or other usage, shall be deemed to be expressed by such letters, figures or marks within the meaning of this section although the same may not be actually expressed.

#### **Illustration**

A writes his name on back of a bill of exchange payable to his order. The meaning of the endorsement, as explained by mercantile usage, is that the bill is to be paid to the holder. The endorsement is a document, and must be construed in the same manner as if the words “pay to the holder” or words to that effect had been written over the signature.

4. Article 2(1)(b) of Qanun-e-Shahadat 1984 (“QSO”) defines “document” in almost the same words as section 29 PPC though it gives its own Illustrations. For facility of reference, it is reproduced below:

**2. Interpretation.** (1) In this Order, unless there is anything repugnant in the subject or context.

(b) “Document” means any matter expressed or described upon any substance by means of letters, figures or marks, or by more than one of those means, intended to be used, or which may be used, for the purpose of recording that matter.

#### **Illustrations**

A writing is a document;

Words printed, lithographed or photographed are documents;

A map or plan is a document;

An inscription on a metal plate or stone is a document;

A caricature is a document.

5. Section 3(16) of the General Clauses Act, 1897 states:

(16) “Document” shall include any matter written, expressed or described upon any substance by means of letters, figures or marks, or by more than one of those means which is intended to be used, or which may be used, for the purpose of recording that matter.

6. Finally, I may refer to section 2(m) of the Electronic Transactions Ordinance, 2002, which defines “electronic document.” It reads:

“electronic document” includes documents, records, information, communications or transactions in electronic form.

7. The last-mentioned two definitions are inclusive. In ***Central Inland Water Transport Corporation Ltd. v. Brojo Nath Ganguly*** (AIR 1966 SC 1571), the Supreme Court of India ruled that where an interpretation clause defines words to “mean” a particular thing, the definition is explanatory and *prima facie* restrictive. On the other hand, when it defines a term to “include” something, the definition is extensive. An explanatory and restrictive definition confines the meaning of the word defined to what is stated in the interpretation clause, while an extensive definition expands or extends its meaning to encompass what would not have understood in the ordinary sense.

8. After analyzing all the statutes mentioned above (excluding the Electronic Transactions Ordinance 2002), a Division Bench of the Sindh High Court decided in ***Government of Sindh through Advocate General, Sindh v. Farad Naseem and others*** (2002 PCr.LJ 1765) that document includes a video. It held:

“There can be no two opinions on the point that a still photograph is a document I, therefore, do not find any reason to exclude the movie film, which is also a photograph, from the purview of document. The contention that the movie contains such material, the display whereof is an offence under section 8(c) [of the Anti-Terrorism Act] and therefore, it is merely a crime article and not a document is also untenable. It can be illustrated by an example. If a pamphlet, a banner, a booklet or an advertisement contains such material, the publication, distribution, display or exhibition whereof is an offence, it may be treated as a crime article. However, it will not lose its character as a document and whenever produced in evidence in Court, it shall be treated as documentary evidence. The illustration can be multiplied, but I do not intend to do it for the sake of brevity. I am further supported in my above opinion by the provisions contained in Articles 164 and 2(1)(c) of Qanun-e-Shahadat Order, 1984,

9. In *Nazim Ali v. Additional Sessions Judge and others* (2016 MLD 25), the trial court declined to provide copies of the contents of the Memory Card to the accused under section 265-C Cr.P.C. This Court set aside that order, holding that it was a “document” covered by section 265-C and the accused was entitled to have its copy.

10. In *Ziyouddin Burhanuddin Bukhari v. Brijmohan Ramdass Mehra and others* (AIR 1975 SC 1788), the Supreme Court of India held that the tape records of speeches were “documents”, as defined by section 3 of the Indian Evidence Act, 1872,<sup>1</sup> which stood on no different footing than photographs, and that they were admissible in evidence on satisfying the conditions enumerated in the judgment. In *Shamsher Singh Verma v. State of Haryana* [(2016) 15 SCC 485], it ruled that CD is a “document” within the meaning of section 3, *ibid*. In *K. Ramajayam alias Appu v. Inspector of Police, Chennai* [2016 Cri LJ 1542 (Mad)], the High Court held that articles such as Memory Card, Hard Disc, CD, pen-drive etc. containing relevant data in electronic form are “documents” are covered under the aforesaid section.

11. It follows from the above discussion that in general parlance, document means any embodiment of any text or image, howsoever recorded, and includes any data, text, images, sound, voice, codes, computer programs, software and/or databases or microfilm or computer generated microfiche or similar device.<sup>2</sup> However, a statute may define it in a particular manner according to its aims and objectives.

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<sup>1</sup> The definition of the term “document” in section 3 of the Indian Evidence Act, 1872, is identical with the one given in Article 2(1)(b) of Qanun-e-Shahadat 1984 of Pakistan.

<sup>2</sup> <https://www.lawinsider.com/dictionary/document>

In my opinion, in the circumstances of the instant case, ScanDisk USB 3.0 (BM 2212005758Z) qualifies as a “document”.

12. Article 85(3) of QSO states that documents forming part of the record of judicial proceedings are public documents. Article 87 provides for the issuance of certified copies of public documents. It ordains that every public officer who has the custody of a public document, which any person has a right to inspect, shall give that person a copy thereof on demand, subject to payment of legal fee, if any. It further states that the said officer shall give a written certificate at the foot of such copy that it is a true copy of the document in question, and shall sign it with his name and official title, and also mention the date and affix seal thereto, if authorized. Section 548 Cr.P.C. provides that if any person affected by a judgment or order passed by a criminal court desires to have its copy or of any deposition or other part of the record, it shall be furnished to him on his application, subject to payment of fees, unless the court for some special reason, thinks fit to deliver it free of cost.

13. In the present case, Crl. Misc. No.1941/2023 was a *habeas petition* under section 491 Cr.P.C. In paragraph 5 of the order dated 6.4.2023, this Court expressly made the USB containing the video footage of Muhammad Amin’s statement a part of the judicial record. The said USB is now a public document and the Applicant, who was a party to the proceedings, is entitled to have its certified copy. Accordingly, the office is directed to provide it to him.

14. Admittedly, the Lahore High Court Copy Branch does not have any defined procedure for the issuance of a certified copy of a USB. Therefore, seeking support from the law relating to the supply of certified copies of paper documents, it is directed as follows:

- (i) The data in USB will be provided on an un-editable Compact Disc (CD), ensuring that no changes can be made to the digital copy.
- (ii) A text file shall be inserted in the said Compact Disc containing the particulars, which the Copy Branch Agency stamps on every certified copy of the paper document it issues. These are:

<b>Copy Petition No.</b> _____
<b>Case No.</b> _____
<b>Submission date:</b> _____
<b>No. of pages:</b> _____
<b>Fee per page:</b> _____
<b>Urgent fee (if any):</b> _____
<b>Total fee (Rs):</b> _____
<b>Date of completion:</b> _____
<b>Date of delivery:</b> _____

- (iii) The authorized officer of the Copy Branch shall give a written certificate in terms of Article 85(3) of QSO under the above table.
- (iv) The applicant shall be liable to pay the cost of the aforesaid certified copy.

15. According to Rule 6 (v) Part-B of Chapter 5 of Volume-V of Rules & Orders of Lahore High Court, Lahore, every application for an attested copy will be entertained subject to deposit of cost in advance as may be fixed by the Hon’ble Chief Justice from time to time. The sum so deposited is adjusted at the time of delivery of copy. Hence, the authority to fix the cost for the supply of a certified copy of the USB lies with the Hon’ble Chief Justice. The office shall place the matter before His Lordship for an order in this regard.

16. This application is disposed of in the above terms.

(Tariq Saleem Sheikh)  
Judge

Naeem

Approved for reporting

Judge