

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 28TH DAY OF JULY, 2023



BEFORE

THE HON'BLE MR. JUSTICE M. NAGAPRASANNA

CRIMINAL PETITION No.6863 OF 2022

C/W

CRIMINAL PETITION No.6485 OF 2022

IN CRIMINAL PETITION No.6863 OF 2022

BETWEEN:

GIRINATH B.,
S/O BASAVARAJ
AGED 30 YEARS
INDANE LPG GAS AGENCIES
2095, 3RD CROSS ROAD
3RD MAIN ROAD
MCC "A" BLOCK
DAVANAGERE - 577 004.

... PETITIONER

(BY SRI T.I.ABDULLA, ADVOCATE)

AND:

1 . STATE OF KARNATAKA
REPRESENTED BY
THE INDIRANAGARA POLICE STATION
REPRESENTED BY
STATE PUBLIC PROSECUTOR

HIGH COURT BUILDINGS
BENGALURU – 560 001.

2 . THE POLICE INSPECTOR
INDIRA NAGAR POLICE STATION
BENGALURU – 560 038.

3 . SMT. RAJESHWARI
D/O PADMANABHA
AGED 29 YEARS
A RESIDENT OF NO.3
9TH CROSS ROAD
1ST STAGE, INDIRANAGAR
BENGALURU – 560 038.

... RESPONDENTS

(BY SMT.K.P.YASHODHA, HCGP FOR R-1 TO R-2;
SRI NATARAJU T., ADVOCATE FOR R-3)

THIS CRIMINAL PETITION IS FILED UNDER SECTION 482 OF CR.P.C., PRAYING TO QUASH THE ENTIRE PROCEEDINGS ON THE FILE OF THE LEARNED 10TH ADDITIONAL CHIEF METROPOLITAN MAGISTRATE BENGALURU INCLUDING THE TAKING COGNIZANCE OF THE CHARGE SHEET FOR OFFENCE P/U/S.417 AND 420 OF IPC BY AN ORDER DATED 23.07.2021 IN C.C.NO.54359/2021 BY THE LEARNED 10TH ADDITIONAL METROPOLITAN MAGISTRATE MAYO HALL BENGALURU.

IN CRIMINAL PETITION No.6485 OF 2022

BETWEEN:

1 . GIRINATH B., ALIAS GIRIRAJU
S/O BASAVARAJ
AGED ABOUT 30 YEARS
INDANE LPG GAS AGENCIES

2095, 3RD CROSS ROAD
3RD MAIN ROAD
MCC "A" BLOCK
DAVANAGERE – 577 004.

- 2 . CHAMPATINA
D/O BASAVARAJ
AGED 26 YEARS
INDANE LPG GAS AGENCIES
2095, 3RD CROSS ROAD,
3RD MAIN ROAD,
MCC "A" BLOCK
DAVANAGERE – 577 004.

... PETITIONERS

(BY SRI ABDULLA T.I., ADVOCATE)

AND:

- 1 . STATE OF KARNATAKA
BY WOMEN P.S.,
DAVANAGERE
REPRESENTED BY THE
STATE PUBLIC PROSECUTOR
HIGH COURT BUILDINGS
BENGALURU – 560 001.
- 2 . THE POLICE INSPECTOR
WOMEN POLICE STATION
DAVANAGERE CITY SUB-DIVISION
DAVANAGERE – 577 001.
- 3 . THE POLICE INSPECTOR
INDIRANAGAR POLICE STATION
BENGALURU – 560 038.
- 4 . SMT. RAJESHWARI
D/O PADMANABHA
AGED ABOUT 29 YEARS

R/AT NO.3,
9TH CROSS ROAD,
I STAGE, INDIRANAGAR
BENGALURU – 560 038.

... RESPONDENTS

(BY SMT.K.P.YASHODHA, HCGP FOR R-1 TO R-3;
SRI NATARAJU T., ADVOCATE FOR R-4)

THIS CRIMINAL PETITION IS FILED UNDER SECTION 482 OF CR.P.C., PRAYING TO QUASH THE PROCEEDINGS ON THE FILE OF LEARNED II ADDL.SENIOR CIVIL JUDGE AND J.M.F.C., DAVANAGERE IN C.C.NO.247/2022 VIDE ANNEXURE-A.

THESE CRIMINAL PETITIONS HAVING BEEN HEARD AND RESERVED FOR ORDERS ON 04.07.2023, COMING ON FOR PRONOUNCEMENT THIS DAY, THE COURT MADE THE FOLLOWING:-

ORDER

Criminal Petition No.6863 of 2022 raises a challenge to the proceedings in C.C.No.54359 of 2021 registered for offences punishable under Sections 417 and 420 of the IPC. Criminal Petition No.6485 of 2022 raises a challenge to the proceedings in C.C.No.247 of 2022 registered for offences punishable under Sections 376(2)(n), 506, 504, 323, 114, 417 r/w 34 of the IPC. Petitioner/Girinath B in CrI.P.6863 of 2022 and 1st petitioner in CrI.P.6485 of 2022 are common in both these petitions; so is the

complainant and the cause of action is also common. Therefore, both these petitions are taken up together and considered by this order. For the sake of convenience, petitioners will be hereinafter referred to as the petitioner and the 2nd petitioner as such.

2. Heard Mr. T.I. Abdulla, learned counsel appearing for the petitioners, Smt. K.P. Yashodha, learned High Court Government Pleader for respondents 1 to 3 in Crl.P.No.6485 of 2022 and respondents 1 and 2 in Crl.P.No.6863 of 2022 and Sri T.Nataraju, learned counsel appearing for respondent No.4 in Cri.P.No.6485 of 2022 and respondent No.3 in Crl.P.No.6863 of 2022.

3. Facts, as projected by the prosecution are as follows:

The complainant is the same in both these petitions, it is the 3rd and 4th respondent respectively. The complainant comes in contact with the petitioner – Girinath B. in the year 2013 through face book – the social media. They become friends, it transpires that the petitioner was staying close to the complainant's house. It is the narrative of the complainant, that she was always taken to

the house of the petitioner, on the score that he was a very good chef and would prepare delicious food and every time she used to go to his house, drink beer and have sexual intercourse. This story goes on up to 2019, for about 6 years. Later the complainant alleges that the petitioner has used her on the promise of marriage and after 2019 has lost all intimacy.

4. The complainant on the ground that the petitioner has breached promise of marriage and has had physical relationship with her, seeks to register a complaint before the Indiranagar Police Station, Bengaluru on 08-03-2021. This becomes a crime in Crime No.55 of 2021 for offences punishable under Sections 417, 420, 504, 506 r/w 34 of the IPC. Based upon the said complaint, it appears that the petitioner was arrested, taken to judicial custody and was enlarged on bail. The complainant then comes to know that the petitioner is residing at Davangere after being enlarged on bail. She travels to Davangere and registers another complaint verbatim similar to what was registered before the jurisdictional police at Bengaluru. The 2nd complaint was registered before the Women's Police Station at Davangere. The said complaint becomes

a crime in Crime No.103 of 2021 for offences punishable under Sections 376(2)(n), 506, 504, 323, 114, 417 r/w 34 of the IPC. The Police conduct investigation and file a charge sheet in both the cases. In Crime No.55 of 2021 charge sheet is filed in C.C.No.54359 of 2021 and in Crime No.103 of 2021 charge sheet is filed in C.C.No.247 of 2022, both arising out of the very same narration of facts. It is the filing of charge sheets in both these cases that drives the petitioner to this Court in the subject petitions.

5. The learned counsel for the petitioners would vehemently contend that the complainant is in the habit of making friends with the affluent, extract money and blackmail them by registering crimes. The petitioner and the complainant meet on face book, were in a live in relationship for 6 years, up to 2019 and then the complainant comes up with a story that she was all the six years used physically on the promise of marriage and on breach of promise of marriage, the allegations are made. The learned counsel would further contend that the petitioner has been maliciously prosecuted not in one forum but before two separate jurisdictions for the same facts which is an abuse of the process of law, all for a

consensual live in relationship for 6 years. He would seek quashment of entire proceedings in both these cases.

6. On the other hand, the learned counsel appearing for the complainant would seek to refute the submissions to contend that the petitioner has in fact used the complainant for close to 6 years on the ground of promise of marriage and has breached such promise from 2019 onwards, as he has shown no interest to have any relationship with the complainant. He would submit that no fault can be found with the crimes being registered and charge sheets being filed by the Police. He would submit that since charge sheets are already filed by the Police, trial should be permitted to be continued.

7. The learned counsel for the petitioners would in his rejoinder to the said submission contends that the complainant is in the habit of luring people on social media and indulging in physical relationship with them. He would quote an illustration of a crime in Crime No.33 of 2014 registered against one Dhanush with whom the complainant had physical relationship and had tortured him,

took money and settled the issue. He would reiterate his submission that the entire proceedings be quashed.

8. I have given my anxious consideration to the submissions made by the respective learned counsel and have perused the material on record.

9. Certain undisputed facts are that the petitioner and the complainant met on social media platform – face book, began to chat and befriend each other in the year 2013. This is the narration in the complaint right from the outset. Certain financial transactions are also narrated in the complaint. It is the allegation in the complaint that on and from 27-12-2019 the petitioner who had promised her that she would be taken to Davangere which is his native and introduce her to the family members for the purpose of marriage breached such promise. Based upon this, she seeks to register a complaint on 08-03-2021 before Indiranagar Police Station, Bengaluru. The complaint so registered reads as follows:

"ಗೆ,

ಆರಕ್ಷಕ ಉಪನಿರೀಕ್ಷಕರು,
ಇಂದಿರಾನಗರ ಪೊಲೀಸ್ ಠಾಣೆ,
ಬೆಂಗಳೂರು - 560 038.

ಪಿರ್ಯಾದುದಾರರು:

ರಾಜೇಶ್ವರಿ ತಂದೆ ಪದ್ಮನಾಭ,
ವಯಸ್ಸು 28 ವರ್ಷ,
ವಾಸ: ಮನೆ ನಂಬರ್ 3, 9ನೇ ಅಡ್ಡರಸ್ತೆ, ಪಸ್ಪ್ ಸ್ಟೇಜ್,
ಇಂದಿರಾನಗರ ಬೆಂಗಳೂರು ಮೋ:861837927.

ಆರೋಪಿತರು:

1. ಗಿರಿನಾಥ ಬಿ ಅಲಿಯಾಸ್ ಗಿರಿರಾಜು
ಬಿನ್ ಬಸವರಾಜ್
ವಯಸ್ಸು 30 ವರ್ಷ,
ಇಂಡೇನ್ ಎಲ್.ಪಿ.ಜಿ. ಏಜೆನ್ಸಿ ಮಾಲೀಕರು,
ವಾಸ: ನಂಬರ್ 226, ಮೊದಲನೇ ಮಹಡಿ,
ತರಕಾರಿ ಅಂಗಡಿ ಎದುರು, ಕೇರಳಾನಿಕೇತನ್ ಸ್ಕೂಲ್ ರೋಡ್,
5ನೇ ಮುಖ್ಯ ರಸ್ತೆ, ಇಂದಿರಾನಗರ ಬೆಂಗಳೂರು

ಖಾಯಂ ವಿಳಾಸ:

ಮನೆ ನಂಬರ್, 2095, 3ನೇ ಅಡ್ಡರಸ್ತೆ,
3ನೇ ಮೇನ್, ಎಂ.ಸಿ.ಸಿ. "ಎ" ಬ್ಲಾಕ್, ದಾವಣಗೆರೆ - 577 004.
ಮೊಬೈಲ್ ನಂಬರ್: 9916670799.

2. ಚಂಪಾ ಟೇನಾ ತಂದೆ ಬಸವರಾಜ್
ವಯಸ್ಸು 37 ವರ್ಷ,
ವಾಸ: ಮನೆ ನಂಬರ್, 2095, 3ನೇ ಅಡ್ಡರಸ್ತೆ,
3ನೇ ಮೇನ್, ಎಂ.ಸಿ.ಸಿ. "ಎ" ಬ್ಲಾಕ್, ದಾವಣಗೆರೆ - 577 004
ಮೊಬೈಲ್ ನಂಬರ್: 9886089778.

3. ಗೀತಾ ಕೋಂ ವಿನಯ್, ವಯಸ್ಸು 27 ವರ್ಷ
ವಾಸ: ನಂಬರ್ 226, ಮೊದಲನೇ ಮಹಡಿ,
ತರಕಾರಿ ಅಂಗಡಿ ಎದುರು, ಕೇರಳಾನಿಕೇತನ್ ಸ್ಕೂಲ್ ರೋಡ್,
5ನೇ ಮುಖ್ಯ ರಸ್ತೆ, ಇಂದಿರಾನಗರ ಬೆಂಗಳೂರು
ಪೋನ್: 9066743132.

ವಿಷಯ: ನನ್ನನ್ನು ಮದುವೆಯಾಗುತ್ತೇನೆಂದು ನಂಬಿಸಿ, ನನ್ನ ಮೇಲೆ ಲೈಂಗಿಕ ದೌರ್ಜನ್ಯ ನಡೆಸಿ, ನನ್ನಿಂದ ಹಣ ಮತ್ತು ಬೆಲೆ ಬಾಳುವ ಉಡುಗೊರೆಗಳನ್ನು ಪಡೆದು, ನನಗೆ ಮೋಸ ಮಾಡಿರುವ ಹಾಗೂ ನನ್ನ ಮೇಲೆ ಹಲ್ಲೆ ನಡೆಸಿ, ಅವಾಚ್ಯ ಶಬ್ದಗಳಿಂದ ನಿಂದಿಸಿ, ಕೊಲೆ ಬೆದರಿಕೆ ಹಾಕಿರುವ ಮೇಲ್ಕಂಡ ಆರೋಪಿತರ ವಿರುದ್ಧ ಮೂರು:-

ಮೇಲೆ ಕಾಣಿಸಿದ ವಿಳಾಸದವಳಾದ ನಾನು ತಮ್ಮಲ್ಲಿ ದೂರು ಸಲ್ಲಿಸುವುದೇನೆಂದರೆ 2013ನೇ ಇಸವಿಯಲ್ಲಿ ಗಿರಿನಾಥ ಬಿ @ ಗಿರಿರಾಜು ಎಂಬುವನು ಪೇಪರ್‌ಬುಕ್ ಮೂಲಕ ನನಗೆ ಪ್ರೆಂಡ್ಸ್ ರಿಕ್ಷೆಸ್ಟ್ ಕಳುಹಿಸಿದ. ತದನಂತರ ಮೂರು ತಿಂಗಳ ಅವಧಿಯಲ್ಲಿ ನಾನು ಸದರಿ ಪ್ರೆಂಡ್ಸ್ ರಿಕ್ಷೆಸ್ಟ್‌ಗೆ ಅಕ್ಸೆಪ್ಟ್ ಮಾಡಿದೆ. ತದನಂತರ ನಮ್ಮ ಪರಿಚಯ ಸ್ನೇಹವಾಗಿ, ಪ್ರೀತಿಗೆ ತಿರುಗಿತು. ಆ ಸಮಯದಲ್ಲಿ ಗಿರಿನಾಥ ಬಿ @ ಗಿರಿರಾಜು ಇವನು ಜಯನಗರ ಜೈನ್ ಕಾಲೇಜ್‌ನಲ್ಲಿ ಓದುತ್ತಿದ್ದನು. ಆತನು ಇಂದಿರಾನಗರದಲ್ಲಿ ವಾಸ ಮಾಡುತ್ತಿದ್ದನು. ಹೀಗಿರುವಾಗ ಸದರಿ ಗಿರಿನಾಥ ಬಿ @ ಗಿರಿರಾಜು ಇವನು ನಾನು ತುಂಬಾ ಚೆನ್ನಾಗಿ ಅಡುಗೆ ಮಾಡುತ್ತೇನೆ ಮನೆಗೆ ಬಾ, ನನ್ನ ಕೈ ರುಚಿ ನೋಡುವಿಯಂತೆ ಎಂದು ಒತ್ತಾಯಿಸಿ ನನ್ನನ್ನು ತನ್ನ ಮನೆಗೆ ಕರೆಸಿಕೊಂಡನು. ನಾನು ಆತನ ಮನೆಗೆ ಹೋದ ನಂತರ ನಾವು ಇದೇ ಮೊದಲ ಬಾರಿಗೆ ಒಟ್ಟಿಗೆ ಊಟ ಮಾಡುತ್ತಿದ್ದೇವೆ ಸ್ವಲ್ಪ ಋಷಿಗೆ ಡ್ರಿಂಕ್ ಮಾಡೋಣ ಎಂದನು ಅದಕ್ಕೆ ನಾನು ನನಗೆ ಆ ರೀತಿ ಅಭ್ಯಾಸ ಇಲ್ಲ ಎಂದೆನು. ಅದಕ್ಕೆ ಅವನು ಈಗಿನ ಕಾಲದಲ್ಲಿ ಹುಡುಗಿಯರು ಮೋಜು ಮಸ್ತಿಗಾಗಿ ಡ್ರಿಂಕ್ ಮಾಡುತ್ತಾರೆ ಅದು ಕಾಮನ್ ಒಂದು ಬಿಯರ್ ಕುಡಿ ಸಾಕು ಏನು ಆಗಲ್ಲ ಎಂದು ಒತ್ತಾಯ ಮಾಡಿ ನನಗೆ ಬಿಯರ್ ಕುಡಿಸಿದನು. ತದನಂತರ ನನಗೆ ತಲೆ ಸುತ್ತು ಬಂದಂತಾಯಿತು. ಆ ಸಮಯದಲ್ಲಿ ಅವನು ನನ್ನ ಹತ್ತಿರ ಬಂದು ನನ್ನನ್ನು ಬಿಗಿದಪ್ಪಿ, ಲೈಂಗಿಕ ಕ್ರಿಯೆಗೆ ಒತ್ತಾಯಿಸಿದಾಗ ನಾನು ಭಯದಿಂದ ಇದ್ದೆಲ್ಲಾ ಬೇಡ ನನಗೆ ಭಯ ಆಗುತ್ತದೆ. ಮದುವೆ ನಂತರ ನಾವು ಈ ರೀತಿ ಮಾಡೋಣ ಎಂದೆ. ಅದಕ್ಕೆ ಅವನು ನಾನು ಯಾವತ್ತಿದ್ದರೂ ನಿನ್ನನ್ನೆ ಮದುವೆಯಾಗುವುದು, ನನ್ನ ಮೇಲೆ ನಂಬಿಕೆ ಇದ್ದರೆ ನನಗೆ ಸಹಕರಿಸು ಎಂದು ಹೇಳಿದನು. ಆದರೂ ನಾನು ಒಪ್ಪಲಿಲ್ಲ. ಕೊನೆಗೆ ನನ್ನನ್ನು ಮದುವೆಯಾಗುತ್ತೇನೆ ಎಂದು ಹೇಳಿ ಲೈಂಗಿಕತೆ ನಡೆಸಿದನು. ಸದರಿ ಘಟನೆಯಿಂದ ನಾನು ತುಂಬಾ ವಿಚಳಿತಳಾದೆ ಆಗ ಅವನು ನೀನು ಭಯಪಡಬೇಡ ನಾನು ನಿನ್ನೊಂದಿಗೆ ಯಾವಾಗಲೂ ಇರುತ್ತೇನೆ ಎಂದು ನನ್ನನ್ನು ಸಮಾಧಾನಪಡಿಸಿ ಕಳುಹಿಸಿದ. ನಂತರ ನಾನು ಮದುವೆಯಾಗೋಣ ಎಂದು ಕೇಳಿದಾಗಲೆಲ್ಲ ಅವನು ನಾನು ಸ್ಟಡೀಸ್ ಮುಗಿಯುತ್ತಿದ್ದಂತೆ ಮದುವೆಯಾಗೋಣ ಎಂದು ಹೇಳಿ ಆಗಾಗ್ಗೆ ಹಲವಾರು ಬಾರಿ ನನ್ನೊಂದಿಗೆ ಲೈಂಗಿಕ ಸಂಪರ್ಕ ನಡೆಸಿದನು. ಇದಲ್ಲದೆ ಆತನು ನನ್ನನ್ನು ಪುಸಲಾಯಿಸಿ ನನ್ನ ಬಳಿಯಿದ್ದ ಸುಮಾರು ಮೂರುವರೆ ಲಕ್ಷ ರೂಗಳನ್ನು ನನ್ನಿಂದ ಪಡೆದು ರಾಯಲ್ ಎನ್‌ಪೀಲ್ಡ್ ಇಂಟರ್‌ಸೆಪ್ಟರ್ ಬೈಕ್ ತೆಗೆದುಕೊಂಡನು. ಅದಲ್ಲದೆ ಮನೆಯಲ್ಲಿ ಪಿಶ್‌ಟ್ಯಾಂಕ್ ಇದ್ದರೆ ವಾಸ್ತುವಿಗೆ ಒಳ್ಳೆಯದು ಎಂದು ನನಗೆ ಪಿಶ್‌ಟ್ಯಾಂಕ್ ಕೊಡಿಸುವಂತೆ ಒತ್ತಾಯಿಸಿದ. ಅವನ ಮಾತಿಗೆ ಇಲ್ಲ ಎಂದು ಹೇಳಲು ಆಗದೆ ನಾನು ಒಂದು ಪಿಶ್‌ಟ್ಯಾಂಕ್ ಅದರೊಟ್ಟಿಗೆ ಸುಮಾರು 45,000/- ಬೆಲೆ ಬಾಳುವ ಆರೋವನ್ ಗೋಲ್ಡ್ ಪಿಶ್ (ಒಂದು ಮೀನಿಗೆ 15,000/- ದಂತೆ) ಮತ್ತು ಸುಮಾರು 13,000/- ಬೆಲೆಯ ಪ್ಲೋರ ಪಿಶ್ (ಒಂದು ಮೀನಿಗೆ 6,500/-) ಹಾಗೂ ರೂ.2,000/- ಬೆಲೆ ಬಾಳುವ ಒಂದು ಸಿಲ್ವರ್ ಪೆನ್ ಕೊಡಿಸಿದನು. ಇದೇ ರೀತಿ ಆತ ಕೇಳಿದಾಗಲೆಲ್ಲ ಹಣ ನೀಡುತ್ತಾ ಬಂದನು. ಪ್ರತಿ ತಿಂಗಳಿಗೊಮ್ಮೆ ಆತ ಬೆಂಗಳೂರಿಗೆ ಕಾರಿನಲ್ಲಿ ಬರುತ್ತಿದ್ದನು. ಆ ಸಮಯದಲ್ಲಿ ನನ್ನೊಟ್ಟಿಗೆ ಒಟ್ಟಿಗೆ ಸಹ ಜೀವನ ನಡೆಸುತ್ತಿದ್ದನು. ಪ್ರತಿಬಾರಿಯೂ ಲೈಂಗಿಕ ಕ್ರಿಯೆ ನಡೆಸಿ ಮಗುವಾಗದಂತೆ ಮುಂಜಾಗತೆ ವಹಿಸುವಂತೆ ಹೇಳುತ್ತಿದ್ದನು. ಒಂದು ವೇಳೆ ನೀನು ಗರ್ಭಿಣಿಯಾದರೆ ನಾನು ನಿನ್ನನ್ನು ಮದುವೆಯಾಗಲು ಆಗುವುದಿಲ್ಲ. ನನ್ನ ಅಕ್ಕ ಇದಕ್ಕೆ ಒಪ್ಪುವುದಿಲ್ಲ ಎಂದು ಹೇಳುತ್ತಿದ್ದನು. ಇದಲ್ಲದೆ ಆತನು ಪ್ರತಿಬಾರಿ ನನ್ನೊಂದಿಗೆ ದೈಹಿಕ ಸಂಪರ್ಕ ನಡೆಸಿದಾಗಲೂ ಸಹ ಮನೆಯನ್ನು ಸ್ವಚ್ಛಗೊಳಿಸಿ, ಕಸ ಗುಡಿಸುತ್ತಿದ್ದನು. ನಾನು ಯಾಕೆ ಈ ರೀತಿ ಮಾಡುತ್ತಿರಾ ಎಂದು ಪ್ರಶ್ನಿಸಿದರೆ ಅದಕ್ಕೆ ಅವನು ನಮ್ಮಿಬ್ಬರ ಸಂಬಂಧ ಹೊರ ಜಗತ್ತಿಗೆ ಗೊತ್ತಾಗುವುದು ಬೇಡ ಎನ್ನುತ್ತಿದ್ದನು. ಇದೇ ರೀತಿ ನಮ್ಮ ಜೀವನ ನಡೆಯುತ್ತಿದ್ದಾಗ ದಿನಾಂಕ 27/12/2019ರಂದು ನನ್ನನ್ನು ದಾವಣಗೆರೆಗೆ ಕರೆದುಕೊಂಡು ಹೋಗುವುದಾಗಿ ಹೇಳಿದ. ನಾನು ಅವರ ಮನೆಯವರಿಗೆ ಪರಿಚಯ ಮಾಡಿಕೊಡುವ ಸಲುವಾಗಿ ನನ್ನನ್ನು ಕರೆದುಕೊಂಡು ಹೋಗುತ್ತಿರಬಹುದು ಎಂದು ಸಂತೋಷದಿಂದ ಅವನೊಟ್ಟಿಗೆ ಹೋದೆನು. ಅವನು ನನ್ನನ್ನು ದಾವಣಗೆರೆಯ ಶ್ರೀಗಂಧ ರೆಸಿಡೆನ್ಸಿ ಲಾಡ್ಜ್‌ಗೆ ಕರೆದುಕೊಂಡು ಹೋದನು. ಅಲ್ಲಿ ಎರಡು ದಿವಸ ನನ್ನ ಇಚ್ಛೆಗೆ ವಿರುದ್ಧವಾಗಿ ನನ್ನೊಂದಿಗೆ ಲೈಂಗಿಕ ಸಂಪರ್ಕ ಮಾಡಿದನು. ನಂತರ ನನ್ನನ್ನು

ದಾವಣಗೆರೆಯಲ್ಲಿ ಸುತ್ತಾಡಿಸಿ, ನೀನು ಈಗ ಬೆಂಗಳೂರಿಗೆ ವಾಪಸ್ಸು ಹೋಗು ಎಂದು ನನ್ನನ್ನು ಒತ್ತಾಯ ಮಾಡಿ ಅಲ್ಲಿಂದ ಕಳುಹಿಸಿದನು. ತದನಂತರ ಮತ್ತೆ ನಾನು ಮದುವೆ ವಿಚಾರ ಪ್ರಸ್ತಾಪ ಮಾಡಿದಾಗಲೆಲ್ಲ ಅವನು ನಮ್ಮ ಜಾತಕ ಸರಿಯಿಲ್ಲ ಮನೆಯಲ್ಲಿ ಜಾತಕ ಕೂಡದಿದ್ದರೆ ನಿನ್ನನ್ನು ಒಪ್ಪುವುದಿಲ್ಲ ಎಂದು ಹಾರಿಕೆಯ ಉತ್ತರ ನೀಡ ತೊಡಗಿದ. ನಾನು ಮನೆಯಲ್ಲಿ ಒಪ್ಪಿಸಿ ಮದುವೆಯಾಗಿ ಎಂದಾಗ ಅವನು ನೀನು ಸ್ವಲ್ಪ ಕಾಯಬೇಕು, ಏಕಾಏಕಿ ಒತ್ತಾಯಿಸಿದರೆ ಆಗುವುದಿಲ್ಲ ಎಂದನು. ನಾನು ಅವನು ತುಂಬಾ ಒಳ್ಳೆಯವನು ಎಂದು ನಂಬಿದ್ದೆನು. ಆದರೆ ಹೀಗೆ ಸುಮಾರು ಐದಾರು ತಿಂಗಳಿನಿಂದ ಗಿರಿನಾಥ ಬಿ @ ಗಿರಿರಾಜು ಇವನ ವರ್ತನೆಯಲ್ಲಿ ತುಂಬಾ ಬದಲಾವಣೆ ಕಂಡು ಬಂದಿದ್ದರಿಂದ ಹಾಗೂ ನನ್ನನ್ನು ವಿನಾಕಾರಣ ದೂಷಿಸಲು ಪ್ರಾರಂಭಿಸಿದ್ದರಿಂದ ನಾನು ಅನುಮಾನಗೊಂಡು ಗಿರಿನಾಥನ ಮನೆಗೆ ಇದ್ದಕ್ಕಿದ್ದಂತೆ ಬೇಟಿಕೊಟ್ಟಾಗ ಅವನು ಗೀತಾ ಎಂಬ ಹುಡುಗಿಯನ್ನು ತನ್ನ ಸ್ನೇಹಿತೆ ಎಂದು ಪರಿಚಯ ಮಾಡಿಕೊಟ್ಟನು. ನಾನು ಅವಳು ಸ್ನೇಹಿತೆ ಇರಬಹುದು ಎಂದು ತಿಳಿದುಕೊಂಡು ನನ್ನ ವಿವಾಹದ ವಿಷಯವನ್ನು ಪ್ರಸ್ತಾಪ ಮಾಡಿದೆ. ಅದಕ್ಕೆ ಅವಳು ನನಗೆ ಬುದ್ಧಿ ಹೇಳಿ ನೀನು ಗಿರಿನಾಥ ಬಿ @ ಗಿರಿರಾಜು ಇವನನ್ನು ಬಿಟ್ಟುಬಿಡು. ನೀನು ಸುಂದರವಾಗಿದ್ದೀಯಾ ನಿನಗೆ ತುಂಬಾ ಒಳ್ಳೆಯ ಹುಡುಗ ಸಿಗುತ್ತಾನೆ ಎಂದು ನನಗೆ ಬುದ್ಧಿಹೇಳಲು ಶುರು ಮಾಡಿದಳು. ತದನಂತರ ನನಗೆ ತಿಳಿದು ಬಂದಿದ್ದೇನೆಂದರೆ ಆಕೆ ಮತ್ತು ಆಕೆಯ ಗಂಡನ ನಡುವೆ ವಿವಾಹ ವಿಚ್ಛೇದನ ಪ್ರಕರಣ ನಡೆಯುತ್ತಿದ್ದು, ಗಿರಿನಾಥ ಬಿ @ ಗಿರಿರಾಜು ಇವನೊಟ್ಟಿಗೆ ಆಕೆ ಸಂಪರ್ಕದಲ್ಲಿರಾಳೆಂದು ತಿಳಿಯಿತು. ತದನಂತರ ಒಂದು ದಿನ ಗಿರಿನಾಥ ಬಿ @ ಗಿರಿರಾಜು ಮತ್ತು ಗೀತಾ ಒಟ್ಟಿಗೆ ಮನೆಯಲ್ಲಿ ಇದ್ದಾಗ ನನ್ನ ಕೈಗೆ ಸಿಕ್ಕಿ ಬಿದ್ದರು. ಈ ವಿಚಾರವಾಗಿ ನನಗೂ ಮತ್ತು ಗಿರಿನಾಥ ಬಿ @ ಗಿರಿರಾಜು ಇವನಿಗೂ ಜಗಳವಾಯಿತು. ಆ ಸಮಯದಲ್ಲಿ ಗೀತಾ ನನಗೆ ಅವಾಚ್ಯ ಶಬ್ದಗಳಿಂದ ನಿಂದಿಸಿದಳು. ತದನಂತರ ಪೆಬ್ರವರಿ ತಿಂಗಳಿನಲ್ಲಿ ಬೆಂಗಳೂರಿನ ನಮ್ಮ ಮನೆಗೆ ಚಂಪಾಟೀನಾ ಮತ್ತು ಗಿರಿನಾಥ ಬಿ @ ಗಿರಿರಾಜು ಇವರು ಬಂದರು. ಆ ಸಮಯದಲ್ಲಿ ಮದುವೆ ವಿಷಯ ಪ್ರಸ್ತಾಪಿಸಿದಾಗ ಚಂಪಾಟೀನಾ ಮತ್ತು ಗಿರಿರಾಜು ಇವರು ನಾವು ಮದುವೆ ಮಾಡಿಕೊಳ್ಳುವುದಿಲ್ಲ. ನಿನಗೆ ಏನು ಬೇಕು ಹೇಳು ಕೊಡುತ್ತೇವೆ. ಈ ವಿಚಾರವನ್ನು ಇಲ್ಲಿಗೆ ಬಿಟ್ಟು ಬಿಡು ಎಂದು ಹೇಳಿದರು. ಅದಕ್ಕೆ ನಾನು ಒಪ್ಪದಿದ್ದಾಗ ನನ್ನ ತಮ್ಮನ ತಂಟೆಗೆ ಬಂದರೆ ನಿನ್ನನ್ನು ಜೀವ ಸಹಿತ ಉಳಿಸುವುದಿಲ್ಲ ಎಂದು ಬೆದರಿಕೆ ಹಾಕಿದಳು. ಇಬ್ಬರೂ ನನ್ನ ಮೇಲೆ ಹಲ್ಲೆ ನಡೆಸಿದರು. ನನ್ನ ಬಲಗೈಗೆ ಪೆಟ್ಟಾಯಿತು. ನಂತರ ಅವರು ನೀನು ಈ ವಿಚಾರವನ್ನು ಇಲ್ಲಿಗೆ ಬಿಡದಿದ್ದರೆ ನಿನಗೆ ತಕ್ಕಶಾಸ್ತಿ ಮಾಡುತ್ತೇನೆ ಎಂದು ಹೇಳಿ ಹೊರಟು ಹೋದರು. ವಿಚಾರ ಗಂಭೀರ ಸ್ವರೂಪಕ್ಕೆ ತಿರುಗಿದ್ದರಿಂದ ನಾನು ದಿನಾಂಕ 26/02/2021 ರಂದು ದಾವಣಗೆರೆ ಮಹಿಳಾ ಪೊಲೀಸ್ ಠಾಣೆಗೆ ದೂರು ನೀಡಿದೆ. ನನ್ನ ಕಷ್ಟಕ್ಕೆ ಸ್ಪಂದಿಸಿದ ಮಹಿಳಾ ಪೊಲೀಸರು ಗಿರಿನಾಥ ಬಿ @ ಗಿರಿರಾಜು ಮತ್ತು ಆತನ ಅಕ್ಕ ಚಂಪಾ ಟೀನಾ ಇವರನ್ನು ಠಾಣೆಗೆ ಕರೆಸಿದರು. ಅಲ್ಲಿ ಗಿರಿನಾಥ ಬಿ @ ಗಿರಿರಾಜು ಮತ್ತು ಚಂಪಾಟೀನಾ ಇವರು ತಮ್ಮ ತಪ್ಪನ್ನು ಒಪ್ಪಿಕೊಳ್ಳದೆ ನನಗೆ ನಿಂದಿಸಿದರು. ಆಗ ಮಹಿಳಾ ಪೊಲೀಸರು ನೀವು ನಿಮ್ಮ ವ್ಯಾಜ್ಯವನ್ನು ಬೆಂಗಳೂರಿನಲ್ಲೇ ಹೋಗಿ ಬಗೆಹರಿಸಿಕೊಳ್ಳಿ ಎಂದು ತಿಳಿಸಿದರು. ಗಿರಿನಾಥ ಮತ್ತು ಚಂಪಾಟೀನಾ ನಾವು ಬೆಂಗಳೂರಿಗೆ ಬರುವುದಿಲ್ಲ ನೀನು ಯಾವ ಪೊಲೀಸ್ ಠಾಣೆಗೆ ಹೋದರೂ ಅಷ್ಟೆ ಏನು ಮಾಡಲು ಆಗುವುದಿಲ್ಲ ನಾವು ಯಾವುದೇ ಸಾಕ್ಷಿಯನ್ನು ಉಳಿಸಿಲ್ಲ. ನೀನು ಸುಮ್ಮನೆ ಅಲೆದಾಡುತ್ತೀಯಾ ಅಪ್ಪೆ. ನೀನು ಮುಂದುವರೆದರೆ ನಾವು ನಿನ್ನನ್ನು ಮತ್ತು ನಿನ್ನ ತಾಯಿಯನ್ನು ಜೀವ ಸಹಿತ ಉಳಿಸುವುದಿಲ್ಲ ಎಂದು ಬೆದರಿಕೆ ಹಾಕಿದ್ದರಿಂದ ಈ ದಿವಸ ಒಂದು ದೂರು ನೀಡುತ್ತಿದ್ದೇನೆ. ನನ್ನನ್ನು ಮದುವೆಯಾಗುತ್ತೇನೆಂದು ನಂಬಿಸಿ, ನನ್ನ ಮೇಲೆ ಲೈಂಗಿಕ ದೌರ್ಜನ್ಯ ನಡೆಸಿ, ನನ್ನಿಂದ ಹಣ ಮತ್ತು ಇತರೆ ಬೆಲೆ ಬಾಳುವ ಉಡುಗೊರೆಗಳನ್ನು ಪಡೆದು, ನನಗೆ ಮೋಸ ಮಾಡಿರುವ ಹಾಗೂ ನನ್ನ ಮೇಲೆ ಹಲ್ಲೆ ನಡೆಸಿ, ಅವಾಚ್ಯ ಶಬ್ದಗಳಿಂದ ನಿಂದಿಸಿ, ಕೊಲೆ ಬೆದರಿಕೆ ಹಾಕಿರುವ ಮೇಲ್ಕಂಡ ಆರೋಪಿತರ ವಿರುದ್ಧ ಸೂಕ್ತ ಕಾನೂನು ಕ್ರಮ ಜರುಗಿಸಿ ನನಗೆ ನ್ಯಾಯ ದೊರಕಿಸಿಕೊಡಬೇಕೆಂದು ತಮ್ಮಲ್ಲಿ ಕಳಕಳಿಯ ವಿನಂತಿ.”

The afore-quoted complaint then becomes a crime in Crime No.55 of 2021 for offences punishable under Sections 417, 420, 504, 506 r/w 34 of the IPC. There was no allegation made for offences punishable under Section 376 of the IPC in the said complaint. Pursuant to the registration of the crime, he was taken to judicial custody on 09-03-2021 and was enlarged on bail on 08-04-2021. Therefore, on the aforesaid offences, the petitioner was in judicial custody for a month.

10. The aftermath of release of petitioner is quite shocking. After registration of the said crime and the petitioner being enlarged on bail, the complainant moves to Davangere and registers a complaint before the Women's Police Station at Davangere on 27-07-2021 which becomes a crime in Crime No.103 of 2021. The complaint so registered before the Women's Police Station at Davangere reads as follows:

“ಗೆ,
ಮಾನ್ಯ ಮಹಿಳಾ ಪೊಲೀಸ್ ಉಪನಿರೀಕ್ಷಕರು,
ಮಹಿಳಾ ಪೊಲೀಸ್ ಠಾಣೆ,
ದಾವಣಗೆರೆ.

ಸ್ವಾಮಿ:-

ಕರ್ನಾಟಕ ರಾಜ್ಯ, ಬೆಂಗಳೂರು ನಗರದ ಇಂದಿರಾ ನಗರದ ವಾಸಿಯಾದ ಕು// ರಾಜೇಶ್ವರಿ ನಾಯ್ಡು ಬಿನ್ ಲೇಟ್ ಪದ್ಮನಾಭ ನಾಯ್ಡು, ವಯಸ್ಸು 26 ವರ್ಷ, ಖಾಸಗಿ ಕೆಲಸ, ವಾಸ: ಮನೆ ನಂ:-3, 2ನೇ ಮಹಡಿ, 9ನೇ ಅಡ್ಡ ತಿರುವು, ಕೇರಳ ನಿಕೇತನ ಶಾಲೆ ಮತ್ತು ಗುರು ಆಪ್ತಿಕಲ್ ಹತ್ತಿರ, 1ನೇ ಹಂತ, ಇಂದಿರಾ ನಗರ, ಬೆಂಗಳೂರು. ಸಂಚಾರಿ ದೂರವಾಣಿ ಸಂಖ್ಯೆ: 86183 79274 ತಾತ್ಕಾಲಿಕ ವಾಸ: ದಾವಣಗೆರೆ ನಗರ ಇವರು ಸಲ್ಲಿಸುವ ದೂರಿನ ವಿವರವೇನೆಂದರೆ:-

ನಾನು ಮೇಲೆ ಹೇಳಿದ ವಿಳಾಸದ ಖಾಯಂ ನಿವಾಸಿಯಾಗಿದ್ದು, ನಮ್ಮ ಮನೆಯ ಹತ್ತಿರ ವಾಸವಾಗಿದ್ದ ಗಿರಿನಾಥ್ ಪಿ @ ಗಿರಿರಾಜು ಬಿನ್ ಎಂ. ಬಸವರಾಜ, ಇಂಡಿಯನ್ ಎಲ್.ಪಿ.ಜಿ. ವಿತರಕರು ವಾಸ: ಮನೆ ನಂ:2095, 3ನೇ ಮುಖ್ಯ, 3ನೇ ಅಡ್ಡ ತಿರುವು, ಪುರಂತರ ಆಸ್ಪತ್ರೆ ಹತ್ತಿರ, ಎಂ.ಸಿ.ಸಿ. ಎ ಬ್ಲಾಕ್, ದಾವಣಗೆರೆ ಎಂಬುವವನು ಸರಿ ಸುಮಾರು 2013 ರಲ್ಲಿ ಸಂಚಾರಿ ದೂರವಾಣಿಯ ಫೇಸ್ ಬುಕ್ ಮುಖಾಂತರ ನನಗೆ ಪರಿಚಯವಾಗಿ, ಅವನು ಫ್ರೆಂಡ್ಸ್ ರಿಕ್ಲಸ್ಸ ಕಳುಹಿಸಿದ್ದಕ್ಕೆ ನಾನು ಹಲವಾರು ಭಾರಿ ಯೋಚನೆ ಮಾಡಿ ಸುಮಾರು 3 ತಿಂಗಳ ನಂತರ ಒಪ್ಪಿಗೆಯನ್ನು ನೀಡಿದೆನು. ಈ ಮೂಲಕ ಪರಿಚಯವಾದ ಗಿರಿನಾಥನು ಬೆಂಗಳೂರು ನಗರದ ಜಯನಗರದ ಪ್ರತಿಷ್ಠಿತ ಜೈನ್ ಕಾಲೇಜಿನಲ್ಲಿ ಓದುತ್ತಿದ್ದೇನೆಂದು ಹೇಳಿ ಇಂದಿರಾನಗರದಲ್ಲಿಯೇ ವಾಸವಾಗಿದ್ದನು. ಫೇಸ್-ಮೂಲಕ ಪರಿಚಯವಾದ ವ್ಯಕ್ತಿಯು ನನಗೆ ಹಲವಾರು ಭಾರಿ ತನ್ನ ಮನೆಗೆ ಬರುವಂತೆ ಕೇಳಿಕೊಂಡನು. ಆದರೆ ನಾನು ಒಪ್ಪದೇ ಇದ್ದಾಗ, ಅವನು ತಾನು ತುಂಬಾ ಚೆನ್ನಾಗಿ ಅಡುಗೆ ಮಾಡುತ್ತೇನೆ. ನನ್ನ ಕೈ ರುಚಿ ನೋಡುವಿಯಂತೆ ಹೇಳಿ ಒತ್ತಾಯ ಪೂರ್ವಕವಾಗಿ ಮನೆಗೆ ಬಂದು ಕರೆದುಕೊಂಡು ಹೋದನು. ನಾವು ಬಹಳ ದಿನಗಳ ನಂತರ ಒಟ್ಟಿಗೆ ಊಟ ಮಾಡುತ್ತಿದ್ದೇವೆಂದು, ಖುಷಿಗಾಗಿ ಒಂದು ಬಿಯರ್ ಕುಡಿಯೋಣವೆಂದು ಬಲವಂತವಾಗಿ ನನಗೆ ಕುಡಿಸಿ ಅಮಲು ಬರುವಂತೆ ಮಾಡಿ, ನನ್ನನ್ನು ಬಿಗಿದಪ್ಪಿಕೊಂಡು ನಾನು ಯಾವತ್ತಿದ್ದರೂ ನಿನ್ನನ್ನೇ ಮದುವೆಯಾಗುವುದು, ನಿನ್ನ ಬಿಟ್ಟು ಬೇರೆ ಯಾರಿಗೂ ಮದುವೆಯಾಗುವುದಿಲ್ಲ, ನೀನು ನನ್ನನ್ನು ನಂಬು ಎಂದು ಹೇಳಿ ನನ್ನನ್ನು ಜೋರಾಗಿ ಬಿಗಿದಪ್ಪಿಕೊಂಡು ತನ್ನ ಕೋಣೆಯ ಮಂಚದ ಮೇಲೆ ಮಲಗಿಸಲು ಪ್ರಯತ್ನಿಸಿದಾಗ ನಾನು ಅವನಿಂದ ತಪ್ಪಿಸಿಕೊಳ್ಳಲು ಎಷ್ಟೇ ಪ್ರಯತ್ನಿಸಿದರೂ ಸಾಧ್ಯವಾಗಲಿಲ್ಲ. ಅವನು ನನ್ನ ಮನಸ್ಸಿನ ವಿರುದ್ಧ ನನ್ನ ಮೇಲೆ ಅತ್ಯಾಚಾರ ಮಾಡಿ ನನ್ನ ಶೀಲ ಹರಣ ಮಾಡಿದನು. ಆಗ ನಾನು ಅಳುತ್ತಾ ಕುಳಿತುಕೊಂಡಾಗ ಏನು ಚೆನ್ನ ನಾನೇ ನಿನ್ನನ್ನು ಮದುವೆಯಾಗುತ್ತೇನೆಂದರೂ ಕೂಡ ಅಳುತ್ತಿದ್ದೀಯಾ, ಇವೆಲ್ಲ ಇಂದಿನ ದಿನಗಳಲ್ಲಿ ಸರ್ವೆ-ಸಾಮಾನ್ಯ, ನೀನು ಅಳಬೇಡ ಎಂದು ಸಂತ್ಯೆಸಿ ನಮ್ಮ ಮನೆಗೆ ಬಿಟ್ಟು ಹೋದನು. ಇದಾದ ಬಳಿಕ ಅವನು ತನ್ನ ಮನಸ್ಸು ಬಂದಾಗ ಅಂದರೆ ತಿಂಗಳಿಗೆ ಒಂದು ಅಥವಾ ಎರಡು ಭಾರಿ ಬೆಂಗಳೂರಿಗೆ ಬಂದಾಗ ನನ್ನನ್ನು ಸಂಚಾರಿ ದೂರವಾಣಿಯ ಮುಖಾಂತರ ಮಾತಾಡಿಸಿ ಅವನ ಬಳಿ ಕರೆಸಿಕೊಂಡು ಬಲವಂತವಾಗಿ ಅತ್ಯಾಚಾರ ಮಾಡುತ್ತಿದ್ದನು. ಇದಕ್ಕೆ ನಾನೇದರೂ ಪ್ರತಿರೋಧ ವ್ಯಕ್ತ ಪಡಿಸಿದರೆ, ನನ್ನ ಮತ್ತು ಅವನ ನಡುವೆ ನಡೆದ ದೈಹಿಕ ಸಂಬಂಧದ ವಿಷಯವನ್ನು ಫೇಸ್ ಬುಕ್ ಮೂಲಕ ವೈರಲ್ ಮಾಡಿ ನನ್ನ ಮಾನ ಹರಾಜು ಹಾಕುತ್ತೇನೆಂದು ಬೆದರಿಕೆಯೊಡ್ಡುತ್ತಿದ್ದನು. ತಂದೆಯಿಲ್ಲದ ನಾನು ಹತಾಶಳಾಗಿ, ಏನೋ ಜೀವನದಲ್ಲಿ ದುರ್ಗಟನೆ ನಡೆಯಬಾರದಾಗಿತ್ತು ಅದು ನಡೆದಿದೆ, ಅವನೊಂದಿಗೆ ವಿವಾಹವಾಗಿ ಜೀವನ ನಡೆಸುವುದು ಸೂಕ್ತವೆಂದು ಯೋಚಿಸಿ, ಮನೆತನದ ಮಾನಕ್ಕೆ ಧಕ್ಕೆ ಬರಬಾರದೆಂದು ನಾನು ಅವನು ಕರೆದಾಗಲೆಲ್ಲ ಒಲ್ಲದ ಮನಸ್ಸಿನಿಂದ ಅವನ ಬಳಿ ಹೋದಾಗಲೆಲ್ಲ ಅವನು ನನ್ನ ಮೇಲೆ ಅತ್ಯಾಚಾರ ಮಾಡುವುದು, ಮದುವೆ ವಿಷಯ ಕೇಳಿದರೆ ಒಳ್ಳೆಯ ಸಮಯ ನೋಡಿ ತನ್ನ ತಂದೆ-ತಾಯಿಯವರ ಅಪ್ಪಣೆ ಪಡೆದು ನನ್ನನ್ನು ವಿವಾಹವಾಗುತ್ತೇನೆಂದು ನಂಬಿಸುವುದು ಮತ್ತೇ ಅತ್ಯಾಚಾರ ಮಾಡುವುದು ಅವನ ರೂಡಿಯಾಗಿ ಹೋಯಿತು. ನಾನು ಪ್ರತಿಷ್ಠಿತ ವ್ಯಕ್ತಿಯವರ ಕುಟುಂಬಕ್ಕೆ ಸೇರಿದವಳಾಗಿರುವುದರಿಂದ ನಮ್ಮ ಮನೆಯ ಮಾನ ಹರಾಜು ಆಗಬಾರದೆಂದು ತಿಳಿದು ಅವನ ಮನಸ್ಸಿನ ವಿರುದ್ಧ ಹೋಗಲಿಲ್ಲ. ನನ್ನನ್ನು ವಿವಾಹವಾಗುತ್ತೇನೆಂದು ಪುಸಲಾಯಿಸಿ, ರೂ 2,30,000/- ಬೆಲೆಯ ರಾಯಲ್ ಎನ್-ಫೀಲ್ಡ್ ಬೈಕ್ ಪಡೆದಿದ್ದಲ್ಲದೇ, ಮನೆಯ ವಾಸ್ತು ಸರಿಯಿರುವುದಕ್ಕೋಸ್ಕರ, ಫಿಷ್-ಟ್ಯಾಂಕ್ ಮತ್ತು

15,000/- ಬೆಲೆಯ 3 ಅರೋವನ್ ಗೋಲ್ಡ್, 6,500/- ಬೆಲೆ 2 ಫ್ಲೋರ್ ಫಿಶ್ ಪಡೆದುಕೊಂಡಿದ್ದಲ್ಲದೇ ನನ್ನಿಂದ ರೂ 2,000/- ಬೆಲೆಯ ಪೆನ್ನನ್ನು ಒತ್ತಾಯ ಪೂರ್ವಕವಾಗಿ ಪಡೆದಿರುತ್ತಾನೆ. ಏಕೆಂದರೆ ನಮ್ಮಿಬ್ಬರ ಸಂಬಂಧ ಹೊರ ಜಗತ್ತಿಗೆ ಗೊತ್ತಾಗಬಾರದು ಹಾಗೂ ನಮ್ಮ ಮನೆತನದ ಮರ್ಯಾದೆಯು ಬೀದಿ-ಪಾಲಾಗಬಾರದೆಂದು ತಿಳಿದು ಅವನಿಗೆ ಕೊಡಿಸಿದ್ದರೂ ಕೂಡ ಅವನು ನನ್ನನ್ನು ಮದುವೆಯಾಗದೇ ನನ್ನ ಮನಸ್ಸಿನ ವಿರುದ್ಧ ಅನೇಕ ಭಾರಿ ಅತ್ಯಾಚಾರ ಮಾಡಿರುತ್ತಾನೆ. ವಾಸ್ತವಾಂಶ ಹೀಗಿರುವಾಗ ನಾನು ಅವನಿಗೆ ನಮ್ಮಿಬ್ಬರ ವಿವಾಹವಾಗಲೇ ಬೇಕು ಎಂದು ಪಟ್ಟು ಹಿಡಿದಾಗ ಅವನು ನನಗೆ ದಾವಣಗೆರೆ ನಗರಕ್ಕೆ ಬರುವಂತೆ ತಿಳಿಸಿದಾಗ, ದಿನಾಂಕ 27.12.2019ರಂದು ನನಗೆ ದಾವಣಗೆರೆ ನಗರದ ಶ್ರೀಗಂಧ ರೆಸಿಡೆನ್ಸಿ ಲಾಡ್ಜ್‌ನಲ್ಲಿ ಉಳಿಯಲಿಕ್ಕೆ ವ್ಯವಸ್ಥೆ ಮಾಡಿ, ಅವರ ತಂದೆ-ತಾಯಿಯವರಿಗೆ ಭೇಟಿ ಮಾಡಿಸುತ್ತೇನೆಂದು ಹುಸಿ ಆಶ್ವಾಸ ನೀಡಿ 2ದಿನ ನನ್ನ ಮೇಲೆ ಅತ್ಯಾಚಾರ ಮಾಡಿ, ಈಗ ನಮ್ಮ ತಂದೆ-ತಾಯಿಯವರ ಮನಸ್ಸು ಸರಿಯಿರುವುದಿಲ್ಲ. ನೀನು ಬೆಂಗಳೂರಿಗೆ ಹೋರಟು ಹೋಗು, ನಾನು ಅವಕಾಶ ಸಿಕ್ಕಾಗ ನಮ್ಮಿಬ್ಬರ ಮದುವೆ ವಿಷಯ ಪ್ರಸ್ತಾಪಿಸಿ ಒಪ್ಪಿಗೆ ಪಡೆಯುತ್ತೇನೆಂದು ಭರವಸೆ ನೀಡಿ ಬರಿಗೈಲಿ ನನ್ನನ್ನು ಕಳುಹಿಸಿಕೊಟ್ಟನು. ಇದಾದ ಬಳಿಕ ಸುಮಾರು 2 ತಿಂಗಳತನಕ ಅವನು ನನ್ನನ್ನು ಸಂಚಾರಿ ದೂರವಾಣಿಯ ಮೂಲಕ ಸಂಪರ್ಕಿಸಿರುವುದಿಲ್ಲ. ನಾನು ಭಯ ಪಟ್ಟು ಅವನಿಗೆ ಸಂಪರ್ಕಿಸಲು ಪ್ರಯತ್ನಿಸಿದಾಗ ನನ್ನ ಸಂಚಾರಿ ದೂರವಾಣಿ ಸಂಖ್ಯೆಯನ್ನು ಬ್ಲಾಕ್-ಲಿಸ್ಟ್, (ಕಪ್ಪು-ಪಟ್ಟಿಗೆ) ಸೇರಿಸಿದ್ದನು. ಇದನ್ನರಿತ ನಾನು ಅವನ ವರ್ತನೆಯಲ್ಲಿ ಬದಲಾಗಿರುವುದನ್ನು ಕಂಡು ಹಾಗೂ ಅವನು ನನ್ನನ್ನು ವಿನಾಕಾರಣ ದೂಷಿಸುವುದನ್ನು ಕಂಡು ಖುದ್ದಾಗಿ ಅವನ ಮನೆಗೆ ಭೇಟಿಕೊಟ್ಟಾಗ, ಅವನು ಗೀತಾ ಎಂಬ ಹುಡುಗಿಯೊಂದಿಗೆ ಇರುವುದನ್ನು ಕಂಡು ಪ್ರಶ್ನಿಸಿದಾಗ ಅವನು ತನ್ನ ಸ್ನೇಹಿತೆಯೆಂದು ಪರಿಚಯಿಸಿದನು. ಆಗ ನಾನು ನಮ್ಮಿಬ್ಬರ ಸಂಬಂಧದ ಬಗ್ಗೆ ತಿಳಿಸಿದಾಗ, ಅವಳೂ ಕೂಡ ಗಿರಿನಾಥನನ್ನೂ ಬಿಟ್ಟುಬಿಡು, ಅಲ್ಲದೇ ನಾನು ತುಂಬಾ ಸುಂದರವಾಗಿದ್ದೇನೆ, ನಡೆದ ವಿಷಯಗಳೆಲ್ಲ ಕೆಟ್ಟ ಸ್ವಪ್ನಗಳೆಂದು ತಿಳಿದು ಒಳ್ಳೆಯ ಹುಡುಗನೊಂದಿಗೆ ಬಾಳುವೆ ನಡೆಸುವಂತೆ ನನಗೆ ಬುದ್ಧಿವಾದ ಹೇಳಲು ಪ್ರಾರಂಭಿಸಿದರು. ಆದರೆ ಗೀತ ಮತ್ತು ಅವಳ ಗಂಡನ ನಡುವೆ ವಿವಾಹ ವಿಚ್ಛೇದನ ಪ್ರಕರಣ ಚಾಲ್ತಿಯಲ್ಲಿದೆ, ಹಾಗೂ ಗಿರಿನಾಥನು ನನ್ನಂತೆ ಅವಳನ್ನು ಕೂಡ ಪಠಾಯಿಸಿ ಅನೈತಿಕ ಸಂಬಂಧ ಹೊಂದಿರುತ್ತಾನೆಂದು ತಿಳಿಯಿತು. ಇದ್ದಕ್ಕಿದ್ದಂತೆ ಒಂದು ದಿನ ನನ್ನ ಕೈಯಲ್ಲಿ ಸಿಕ್ಕಿ ಬಿದ್ದಾಗ ನನಗೂ ಗಿರಿನಾಥನ ನಡುವೆ ಜಗಳವಾಯಿತು. ಇದೇ ಸಮಯದಲ್ಲಿ ಗೀತಾ ಇವಳು ನನ್ನನ್ನೂ ಅವಾಚ್ಯ ಶಬ್ದಗಳಿಂದ ನಿಂದಿಸಿ, ದೈಹಿಕವಾಗಿ ಹಲ್ಲೆ ನಡೆಸಲು ಪ್ರಯತ್ನಿಸಿದಳು. ಅಷ್ಟರಲ್ಲಿಯೇ ಓಡಾಡುತ್ತಿದ್ದ ಜನರು ಜಗಳ ಬಿಡಿಸಿ ಕಳುಹಿಸಿದರು. ಇಷ್ಟು ಸಾಲದೆಂದು ಫೆಬ್ರವರಿ-2021ರಲ್ಲಿ ಇದ್ದಕ್ಕಿದ್ದಂತೆ ಗಿರಿನಾಥ ಮತ್ತು ಅವನ ಅಕ್ಕ ಚಂಪಾಟೀನಾ ನಮ್ಮ ಮನೆಗೆ ಬಂದು, ಆದದ್ದೆಲ್ಲ ಕೆಟ್ಟ ಕನಸುಗಳೆಂದು ಮರೆತು, ನಿನಗೆ ಏನು ಬೇಕು ಕೇಳು ನಾವು ಕೊಡುತ್ತೇವೆ, ಆದರೆ ತನ್ನ ತಮ್ಮನೊಂದಿಗೆ ಮದುವೆಯ ವಿಷಯ ಮರೆತು ಬಿಡು ಎಂದು ಹೇಳಿ, ತನ್ನ ತಮ್ಮನ ಸಂಪರ್ಕ ಕಡಿತಗೊಳಿಸಲು ಸೂಚಿಸಿದಳು, ಇಲ್ಲವಾದರೆ ತಮ್ಮ ತಂಟೆಗೆ ಬಂದರೆ ನನಗೂ ನನ್ನ ತಾಯಿಯವರಿಗೂ ಕೊಲೆ ಮಾಡಿಸುತ್ತೇನೆಂದು ಪ್ರಾಣ ಬೆದರಿಕೆಯೊಡ್ಡಿದಳು. ಆಗ ನಾನು ಹತಾಷಳಾಗಿ ದಾವಣಗೆರೆ ನಗರದ ಮಹಿಳಾ ಠಾಣೆಗೆ ದೂರು ಸಲ್ಲಿಸಿದೆ, ಅದಕ್ಕೆ ಅವರು ಘಟನೆಯು ಬೆಂಗಳೂರಿನಲ್ಲಿ ನಡೆದಿದೆ ಅಲ್ಲಿಯೇ ದೂರು ದಾಖಲಿಸುವಂತೆ ಸೂಚಿಸಿದ್ದಕ್ಕೆ ಇಂದಿರಾ ನಗರ ಪೊಲೀಸ್ ಠಾಣೆಯಲ್ಲಿ ದಿನಾಂಕ 09.03.2021ರಲ್ಲಿ ದೂರನ್ನು ಸಲ್ಲಿಸಿರುತ್ತೇನೆ. ಸದರಿ ದೂರು ಗುನ್ನ ಸಂಖ್ಯೆ:55/2021 ಎಂದು ದಾಖಲಾಗಿ ಭಾರತೀಯ ದಂಡಸಂಹಿತೆ ಕಲಂ 417, 420, 504, 506 ಆಧಾರ 34 ರಲ್ಲಿ ದಾಖಲಾಗಿರುತ್ತದೆ. ಆದರೆ ಅತೀ ಚಾಣಾಕ್ಷನಾದ ಗಿರಿನಾಥನು ಪ್ರಕರಣದಿಂದ ತಪ್ಪಿಸಿಕೊಳ್ಳು ಪ್ರಯತ್ನಿಸಿ ಕೊನೆಗೆ ಜಾಮೀನಿನ ಮೇಲೆ ಹೊರ ಬಂದಿರುತ್ತಾನೆ. ಆದರೂ ಕೂಡ ನಾನು ದಿನಾಂಕ 16.04.2021ರಂದು ದಾವಣಗೆರೆ ನಗರಕ್ಕೆ ಬಂದು ಸದರಿಯವನ ಬಳಿ ವಿವಾಹದ ಪ್ರಸ್ತಾಪ ಮಾಡಿದಾಗ, ಅವನು ಮತ್ತು ಗೀತಾ ಇಬ್ಬರೂ ಕೂಡಿಕೊಂಡು ನನ್ನ ಮೇಲೆ ಹಲ್ಲೆ ನಡೆಸಿ ನನ್ನ ಕೆನ್ನೆಗೆ ಹೊಡೆದಾಗ, ನನ್ನ ಕಣ್ಣಿಗೆ ಬಲವಾದ ಪೆಟ್ಟು ಬಿದ್ದುದರಿಂದ ನಾನು ದಾವಣಗೆರೆ ನಗರದ ಚಿಗಟೇರಿ ಸಾರ್ವಜನಿಕ ಆಸ್ಪತ್ರೆಯಲ್ಲಿ ಚಿಕಿತ್ಸೆ ಪಡೆದಿರುತ್ತೇನೆ. ಸದರಿ ವ್ಯಕ್ತಿಯು

ನನಗೆ ಬಲವಂತವಾಗಿ ಅಮಲು ಬರುವಂತೆ ಮಾಡಿ ನನ್ನ ಮನಸ್ಸಿಗೆ ವಿರುದ್ಧವಾಗಿ ಬಲಾತ್ಕಾರ ಮಾಡಿದ್ದಲ್ಲದೇ, ಸದರಿ ವಿಷಯ ಹಾಗೂ ನಮ್ಮಿಬ್ಬರ ನಡುವೆ ನಡೆದ ದುರ್ಗಟನೆಯನ್ನು ಸಾಮಾಜಿಕ ಜಾಲತಾಣದಲ್ಲಿ ಪ್ರಸರಣಗೊಳಿಸುತ್ತೇನೆಂದು ಬೆದರಿಸಿ, ನಿರಂತರವಾಗಿ ನನ್ನ ಮೇಲೆ ಅವ್ಯಾಹತವಾಗಿ ಅತ್ಯಾಚಾರ ಮಾಡಿ ನನ್ನ ಶೀಲ ಹರಣ ಮಾಡಿದ್ದಲ್ಲದೇ ನನ್ನಿಂದ ಹಣ, ಡ್ವಿ-ಚಕ್ರ ವಾಹನ, ಫಿಶ್-ಟ್ಯಾಂಕ್ ಮತ್ತು ಬೆಲೆ ಬಾಳುವ ಮೀನುಗಳು ಹಾಗೂ ಬಂಗಾರದ ಉಂಗುರವನ್ನು ಪಡೆದು ಮೋಸ ಮಾಡಿ ಅತ್ಯಾಚಾರವೆಸಗಿರುತ್ತಾನೆ. ಸದರಿ ಅತ್ಯಾಚಾರ ವೆಸಗಿರುವ ವ್ಯಕ್ತಿ ಹಾಗೂ ಅವನಿಗೆ ಸಹಾಯ ಮಾಡುತ್ತಿರುವ ವ್ಯಕ್ತಿಗಳ ವಿರುದ್ಧ ಸೂಕ್ತ ಕಾನೂನು ಹಾಗೂ ಶಿಸ್ತಿನ ಕ್ರಮ ಜರುಗಿಸಿ, ನನಗುಂಟಾಗಿರುವ ಅನ್ಯಾಯವನ್ನು ಸರಿಪಡಿಸಿ ಅಭಲೆಯಾದ ಹೆಣ್ಣು ಮಗಳಿಗೆ ನ್ಯಾಯ ದೊರಕಿಸಿ ಕೊಡಬೇಕೆಂದು ತಮ್ಮಲ್ಲಿ ಪ್ರಾರ್ಥಿಸುತ್ತೇನೆ.

ಆದ್ದರಿಂದ ತಾವುಗಳು ಸದರಿ ವ್ಯಕ್ತಿಗಳನ್ನು ತಮ್ಮ ಕಛೇರಿಗೆ ವ ಪೋಲಿಸ್ ಠಾಣೆಗೆ ಕರೆಯಿಸಿ ವಿಚಾರಣೆಗೆ ಗುರಿಪಡಿಸಿ ಅವರ ವಿರುದ್ಧ ಸೂಕ್ತ ಕಾನೂನು ಕ್ರಮ ಜರುಗಿಸಿ ನನಗುಂಟಾಗಿರುವ ಅನ್ಯಾಯವನ್ನು ಸರಿಪಡಿಸಿ ಕೊಡಬೇಕೆಂದು ಪ್ರಾರ್ಥನೆ. ಇಂತೀ ವಂದನೆಗಳೊಂದಿಗೆ.

ದಿನಾಂಕ: 27.07.2021
ಸ್ಥಳ: ದಾವಣಗೆರೆ.”

ತಮ್ಮ ನೊಂದ ಪಿಯಾರದುದಾರಳು.

On a perusal of the complaint would indicate that on the very narration that was made in the complaint registered at Bengaluru which becomes crime in Crime No.55 of 2021, the 2nd complaint is registered. Though there is no suppression of the earlier complaint, what the complainant would allege is that the petitioner after securing bail has moved to Davangere and he and another lady by name Geetha have assaulted the complainant when she goes to meet the petitioner at Davangere. Except this extra incident, every other narration in the complaint is verbatim similar to the earlier complaint. Therefore, there are two crimes registered on the same narration of facts with a sprinkling difference of an incident of

16-04-2021, after the petitioner was enlarged on bail. The Police in Crime No.55 of 2021 filed a charge sheet on 04-06-2021 for offences punishable under Section 417 and 420 of the IPC. Column No.7 in the charge sheet so filed in Crime No.55 of 2021 reads as follows:

“ದೋಷಾರೋಪಣಾ ಪಟ್ಟಿಯ ಕಾಲಂ ನಂ:-6ರಲ್ಲಿ ನಮೂದಿಸಿರುವ ಸಾಕ್ಷಿ-1 ಮತ್ತು ಎ-1 ಆರೋಪಿಗಳು 2013ನೇ ಸಾಲಿನಿಂದ ಪರಿಚಿತರಾಗಿದ್ದು ನಂತರ ಪರಸ್ಪರ ಪ್ರೀತಿಸುತ್ತಿದ್ದರು. ಎ-1 ಆರೋಪಿಯು ಸಾಕ್ಷಿ-5 ರವರ ಅಜ್ಜಿಗೆ ಸೇರಿದ ಇಂದಿರಾನಗರ ಪೊಲೀಸ್ ಠಾಣಾ ಸರಹದ್ದಿನ 5ನೇ ಮೈನ್, ಮನೆ ನಂ:226ರ 1ನೇ ಮಹಡಿಯಲ್ಲಿ ವಾಸವಾಗಿದ್ದು, ಸಾಕ್ಷಿ-1 ರವರನ್ನು ತಮ್ಮ ಮನೆಗೆ ಕರೆಯಿಸಿಕೊಂಡು ವಿವಾಹ ವಾಗುವುದಾಗಿ ನಂಬಿಸಿ ಪರಸ್ಪರ ಒಪ್ಪಿಗೆ ಮೇರೆಗೆ ಆಕೆಯೊಂದಿಗೆ ಹಲವಾರು ಬಾರಿ ಲೈಂಗಿಕ ಸಂಪರ್ಕ ಬೆಳೆಸಿದ್ದು, ನಂತರದಲ್ಲಿ ದಿನಾಂಕ:27-12-2019 ರಂದು ತನ್ನ ಸ್ವಂತ ಊರಿಗೆ ಕರೆದುಕೊಂಡು ಹೋಗಿ ಮನೆಯವರಿಗೆ ಪರಿಚಯಿಸಿ ವಿವಾಹಕ್ಕೆ ಒಪ್ಪಿಸುವುದಾಗಿ ನಂಬಿಸಿ ಸಾಕ್ಷಿ-1 ರವರನ್ನು ದಾವಣಗೆರೆಗೆ ಕರೆದುಕೊಂಡು ಹೋಗಿ. ಸಾಕ್ಷಿ-7 ರವರ ಮಾಲೀಕತ್ವದ ಲಾಡ್ಜ್‌ನಲ್ಲಿ ರೂಂ ಪಡೆದು ಅಲ್ಲಿಯೂ ಸಾಕ್ಷಿ-1ರವರೊಂದಿಗೆ ಒಪ್ಪಿಗೆಯ ಮೇರೆಗೆ ಲೈಂಗಿಕ ಕ್ರಿಯೆ ನಡೆಸಿ ನಂತರದಲ್ಲಿ ವಿವಾಹವಾಗೇ ವಂಚಿಸಿರುವುದು ತನಿಖೆಯಿಂದ ದೃಢಪಟ್ಟಿರುತ್ತದೆ.

ಆದ್ದರಿಂದ ಆರೋಪಿತನ ವಿರುದ್ಧ ಮೇಲ್ಕಂಡ ಕಲಂ ಅಡಿಯಲ್ಲಿ ದೋಷಾರೋಪಣಾ ಪತ್ರ.”

The jurisdictional police at Davangere also conduct investigation and file a charge sheet against the petitioner. Column No.17 of the charge sheet reads as follows:

“17.ಕೇಸಿನ ಸಂಕ್ಷಿಪ್ತ ಸಾರಾಂಶ
ದೋಷಾರೋಪಣಾ ಪಟ್ಟಿ ಕಾಲಂ ನಂ:12 ರಲ್ಲಿ ನಮೂದಿಸಿದ ಎ1 ಆರೋಪಿತನಿಗೆ ಕಾಲಂ ನಂ:14 ರಲ್ಲಿ ನಮೂದಿಸಿದ ಸಾಕ್ಷಿ-1 ರವರಿಗೆ 2013ನೇ ಸಾಲಿನಲ್ಲಿ ಫೇಸ್ ಬುಕ್ ಮೂಲಕ ಪರಿಚಯವಾಗಿದ್ದು ಸಾಕ್ಷಿ-1 ರವರ 8618379274 ಮೊಬೈಲ್ ನಂಬರ್ ಗೆ ಎ-1 ಆರೋಪಿತನ ಮೊಬೈಲ್ 9916670799 ನಂಬರ್ ನಿಂದ ಮಾತನಾಡುತ್ತಿದ್ದನು. ನಂತರ ಎ1 ಆರೋಪಿತನು ತಾನು ವಾಸವಾಗಿದ್ದ ಮನೆಗೆ ಹಲವಾರು ಬಾರಿ ಕರೆಯುತ್ತಿದ್ದನು. ದಿನಾಂಕ:17-05-2013 ರಂದು ರಾತ್ರಿ ಸುಮಾರು 8-15 ಗಂಟೆಗೆ ಸಾಕ್ಷಿ-1ರವರಿಗೆ ಎ1 ಆರೋಪಿತನು ತಾನು ವಾಸವಾಗಿದ್ದ ಬೆಂಗಳೂರಿನ ಇಂದಿರಾ ನಗರದ 5ನೇ ಮೇನ್ ಡೋರ್ ನಂ:226, 1ನೇ

ಪೊಲೀಸ್ ಕೇರಳ ನಿಕೇತನ ಶಾಲೆ ರಸ್ತೆಯಲ್ಲಿರುವ ಮನೆಗೆ ಸಾಕ್ಷಿ-1 ರವರಿಗೆ ಕರೆದುಕೊಂಡು ಹೋಗಿ ಊಟ ಮಾಡಿಸಿ ಸಾಕ್ಷಿ-1 ರವರಿಗೆ ಇಷ್ಟವಿಲ್ಲದಿದ್ದರೂ ಬಲವಂತವಾಗಿ ಅತ್ಯಾಚಾರ ಮಾಡಿರುತ್ತಾನೆ. ಆ ಸಮಯದಲ್ಲಿ ಸಾಕ್ಷಿ-1 ರವರು ಅಳುತ್ತಿದ್ದಾಗ ಎ1 ಆರೋಪಿತನು ಸಾಕ್ಷಿ-1 ರವರಿಗೆ ನಾನೇ ನಿನ್ನನ್ನು ಮದುವೆಯಾಗುತ್ತೇನೆಂತಾ ನಂಬಿಸಿರುತ್ತಾನೆ. ನಂತರ ಸಾಕ್ಷಿ-1 ರವರಿಗೆ ಎ1 ಆರೋಪಿತನಾದ ಗಿರಿನಾಥನು ದಾವಣಗೆರೆಯಿಂದ ಬೆಂಗಳೂರಿಗೆ ಬಂದಾಗ ಸಾಕ್ಷಿ-1 ರವರಿಗೆ ಪೋನ್ ಮಾಡಿ ಕರೆಸಿಕೊಂಡು ಬಲವಂತವಾಗಿ ಅತ್ಯಾಚಾರ ಮಾಡುತ್ತಿದ್ದನು. ಇದಕ್ಕೆ ಸಾಕ್ಷಿ-1 ರವರು ಪ್ರತಿಯೋಧ ವ್ಯಕ್ತ ಪಡಿಸಿದರೆ, ಸಾಕ್ಷಿ-1 ಮತ್ತು ಎ1 ಆರೋಪಿತನ ನಡುವೆ ನಡೆದ ದೈಹಿಕ ಸಂಬಂಧದ ವಿಷಯವನ್ನು ಫೇಸ್ ಬುಕ್ ಮೂಲಕ ವೈರಲ್ ಮಾಡುವುದಾಗಿ ಪ್ರಾಣ ಬೆದರಿಕೆ ಹಾಕಿರುತ್ತಾನೆ. ಸಾಕ್ಷಿ-1 ರವರನ್ನು ಪುಸಲಾಯಿಸಿ, ರೂ 2,30,000/- ಬೆಲೆಯ ರಾಯಲ್‌ಎನ್-ಫೀಲ್ಡ್ ಬೈಕ್ ಫಿಷ್-ಟ್ಯಾಂಕ್ ಮತ್ತು 15,000/- ಬೆಲೆಯ 3 ಆರೋವನ್ ಗೋಲ್ಡ್ 6,500/-ಬೆಲೆ 2 ಫೋರ್ ಫಿಶ್ 2,000/- ಬೆಲೆಯ ಪೆನ್ಸನ್ನು ಇವೆಲ್ಲವುಗಳಿಗೆ ಹಣ ಪಡೆದುಕೊಂಡು ನಾನೇ ನಿನ್ನನ್ನು ಮದುವೆಯಾಗುವುದಾಗಿ ನಂಬಿಸಿರುತ್ತಾನೆ. ನಂತರ ದಿನಾಂಕ: 27-12-2019 ರಂದು ಮದುವೆ ವಿಚಾರ ಮಾತನಾಡುವುದಕ್ಕಿಂದು ಹೇಳಿ ದಾವಣಗೆರೆ ನಗರದ ಶ್ರೀಗಂಧ ರೆಸಿಡೆನ್ಸಿ ಲಾಡ್ಜನಲ್ಲಿ ಉಳಿಯಲಿಕ್ಕೆ ವ್ಯವಸ್ಥೆ ಮಾಡಿ, ಸಾಕ್ಷಿ-1 ರವರಿಗೆ ಲಾಡ್ಜ್ ನಲ್ಲಿಯೂ ಸಹ ಅತ್ಯಾಚಾರ ಮಾಡಿರುತ್ತಾನೆ. ನಂತರ ಸಾಕ್ಷಿ-1 ರವರ ಪೋನ್ ರಿಸೀವ್ ಮಾಡದೇ ಇದ್ದಾಗ ಸಾಕ್ಷಿ-1 ರವರು ಎ1 ಆರೋಪಿತನು ವಾಸವಾಗಿದ್ದ ಮನೆಗೆ ಮಾತನಾಡಿಸಲು ಹೋದಾಗ ಎ1 ಆರೋಪಿತನು ಎ3 ಆರೋಪಿತನೊಂದಿಗೆ ವಾಸವಾಗಿದ್ದು ಸಾಕ್ಷಿ-1 ರವರಿಗೆ ಇವಳು ನನ್ನ ಸ್ನೇಹಿತಳೆಂದು ಪರಿಚಯ ಮಾಡಿಕೊಟ್ಟಿರುತ್ತಾನೆ. ನಂತರ ಸಾಕ್ಷಿ-1 ರವರು ಎ1 ಆರೋಪಿತನಿಗೆ ಏಕೆ ಪೋನ್ ರಿಸೀವ್ ಮಾಡುತ್ತಿಲ್ಲಾ ಅಂತಾ ಕೇಳಿದಕ್ಕೆ ಎ3 ಆರೋಪಿತನು ಸಾಕ್ಷಿ-1 ರವರಿಗೆ ಅವಾಚ್ಯವಾಗಿ ಬೈದಾಡಿ ಗಲಾಟೆ ಮಾಡಿರುತ್ತಾನೆ. ನಂತರ ಫೆಬ್ರವರಿ-2021ರಲ್ಲಿ ಎ1 ಆರೋಪಿತನಾದ ಗಿರಿನಾಥ ಮತ್ತು ಅವನ ಅಕ್ಕಳಾದ ಎ2 ಆರೋಪಿತಳಾದ ಚಂಪಾಟೀನಾ ಇವರಿಬ್ಬರೂ ಸಾಕ್ಷಿ-1 ರವರ ಮನೆಗೆ ಹೋಗಿ ನಡೆದಿದ್ದೆಲ್ಲ ಕೆಟ್ಟ ಕನಸು ಅಂತಾ ಮರೆತು ಬಿಡು ನನ್ನ ತಮ್ಮನ ತಂಟೆ ತಕಾರಾಗಿ ಬರಬೇಡ ಬಂದರೆ ಸಾಕ್ಷಿ-1 ಮತ್ತು ಸಾಕ್ಷಿ-4 ರವರಿಗೆ ಕೊಲೆ ಮಾಡಿಸುವುದಾಗಿ ಪ್ರಾಣ ಬೆದರಿಕೆ ಹಾಕಿ ಹೋಗಿರುತ್ತಾರೆ. ದಿನಾಂಕ:09-03-2021ರಂದು ಇಂದಿರಾ ನಗರ ಪೊಲೀಸ್ ಠಾಣೆಯಲ್ಲಿ ಗುನ್ನೆ ನಂ:55/2021 ಕಲಂ:417, 420, 504, 506 ಐಪಿಸಿ ರೀತ್ಯಾ ಪ್ರಕರಣವನ್ನು ದಾಖಲಾಗಿರುತ್ತದೆ. ದಿನಾಂಕ:16-04-2021 ರಂದು ಸಾಕ್ಷಿ-1 ಮತ್ತು ಸಾಕ್ಷಿ-1 ರವರ ತಾಯಿಯಾದ ಸಾಕ್ಷಿ-4ರವರು ದಾವಣಗೆರೆಯ ಘನ 1ನೇ ಹೆಚ್ಚುವರಿ ಜಿಲ್ಲಾ ನ್ಯಾಯಾಲಯದ ಕ್ರಿಮಿನ್ ನಂ:206/2021 ರ ಪ್ರಕರಣದಲ್ಲಿ ನ್ಯಾಯಾಲಯಕ್ಕೆ ಹಾಜರಾಗಿದ್ದಾಗ ಎ1 ಆರೋಪಿತನಾದ ಗಿರಿನಾಥನು ನ್ಯಾಯಾಲಯದ ಹತ್ತಿರ ಬಂದು ಕೋರ್ಟ್ ಮುಗಿದ ಬಳಿಕ ಸಾಕ್ಷಿ-1 ಮತ್ತು ಸಾಕ್ಷಿ-4 ರವರಿಗೆ ದಾವಣಗೆರೆ ನಗರದ ಎಂ ಸಿ ಸಿ ಎ ಬ್ಲಾಕ್ ಸಾಯಿಬಾಬಾ ದೇವಸ್ಥಾನಕ್ಕೆ ಹೋಗುವ ರಸ್ತೆ ಹತ್ತಿರ ಬನ್ನಿ ಮದುವೆ ಬಗ್ಗೆ ಮಾತನಾಡುವುದಿದೆ ಅಂತಾ ಕರೆದು ಹೋದಾಗ ಸಾಕ್ಷಿ-1 ಮತ್ತು ಸಾಕ್ಷಿ-4 ರವರು ಹೋದಾಗ ಎ1 ಆರೋಪಿತನು ಹಾಗೂ ಎ3 ಆರೋಪಿತನು ಇಬ್ಬರೂ ಸೇರಿಕೊಂಡು ಸಾಕ್ಷಿ-1 ರವರಿಗೆ ಅವಾಚ್ಯವಾಗಿ ಬೈದು ನೀನು ಕೇಸು ವಾಪಸ್ ತೆಗೆದುಕೊಳ್ಳಬೇಕು ಅಂತಾ ಹೇಳಿ ಸಾಕ್ಷಿ-1 ರವರ ಮೇಲೆ ಹಲ್ಲೆ ಮಾಡಿರುತ್ತಾರೆ. ಸಾಕ್ಷಿ-1 ರವರು ದಿನಾಂಕ 16-04-2021 ರಂದು ದಾವಣಗೆರೆ ನಗರದ ಚಿಗಟೇರಿ ಸಾರ್ವಜನಿಕ ಆಸ್ಪತ್ರೆಯಲ್ಲಿ ಚಿಕಿತ್ಸೆ ಪಡೆದುಕೊಂಡು ನಂತರ ದಿನಾಂಕ 17.04.2021 ರಂದು ದಾವಣಗೆರೆ ಮಹಿಳಾ ಪೊಲೀಸ್ ಠಾಣೆಯಲ್ಲಿ ಗುನ್ನೆ ನಂ:62/2021 ಕಲಂ:354,323,504,506 ಐಪಿಸಿ ರೀತ್ಯಾ ಪ್ರಕರಣ ದಾಖಲಿಸಿರುತ್ತಾರೆ. ಸಾಕ್ಷಿ-1 ರವರಿಗೆ ಮದುವೆಯಾಗುವುದಾಗಿ ನಂಬಿಸಿ ಇಚ್ಛೆಗೆ ವಿರುದ್ಧವಾಗಿ ಹಲವಾರು ಬಾರಿ ಅತ್ಯಾಚಾರ ಮಾಡಿ ಸಾಕ್ಷಿ-1 ರವರಿಂದ ದ್ವಿ-ಚಕ್ರ ವಾಹನ ಫಿಶ್ ಟ್ಯಾಂಕ್, ಬೆಲೆ ಬಾಳುವ ಮೀನು, ಹಾಗೂ ಪೆನ್ನು ಇವುಗಳಿಗಿಲ್ಲಾ ಹಣವನ್ನು ಪಡೆದುಕೊಂಡು ಎ2 ಮತ್ತು ಎ3 ರವರ ಕುಮ್ಮಕಿನಿಂದ ಸಾಕ್ಷಿ-1 ರವರ ಮೇಲೆ ಹಲ್ಲೆ ಮಾಡಿ ಅವಾಚ್ಯವಾಗಿ ಬೈದಾಡಿ ಪ್ರಾಣ ಬೆದರಿಕೆ ಇದುವರೆಗಿನ

ತನಿಖೆಯಿಂದ ಸ್ವಾಕ್ಷರವಾಗಿ ಹೇಳಿಕೆಯಿಂದ ಹಾಗೂ ದಾಖಲಾತಿಗಳಿಂದ ಎ1 ಆರೋಪಿತನ ಮೇಲೆ ಆರೋಪ ದೃಢಪಟ್ಟ ಮೇರೆಗೆ ಸದರಿ ಆರೋಪಿತನ ಮೇಲೆ ಕಲಂ:376(2)(n), 323,417,506 ಐಪಿಸಿ, ಎ2 ಆರೋಪಿಯ ಮೇಲೆ ಕಲಂ:114,504,506,ರೆ/ಐ 34 ಐಪಿಸಿ ಮತ್ತು ಎ3 ಆರೋಪಿಯ ಮೇಲೆ ಕಲಂ:114,504,ರೆ/ಐ 34 ಐಪಿಸಿ ರೀತ್ಯಾ ದೋಷಾರೋಪಣಾ ಪಟ್ಟಿಯನ್ನು ತಯಾರಿಸಿ ಘನ ನ್ಯಾಯಾಲಯಕ್ಕೆ ಸಲ್ಲಿಸಿರುತ್ತೇನೆ.”

Therefore, based upon same set of facts there are two charge sheets filed against the petitioner, one for offences punishable under Sections 417 and 420 of the IPC and the other for offences punishable under Sections 376(2)(n), 323, 417, 506 and other offences against the parents of the petitioner, all for what is required to be noticed a live in relationship of 6 years between the petitioner and the complainant. If further proceedings are permitted to be continued on such consensual acts of the complainant with the petitioner, contending that it would attract ingredients of Section 375 of the IPC and become an offence punishable under Section 376 of the IPC, it would, on the face of it, become an abuse of the process of law, as the length of relationship is what determines ingredients of Section 375 of the IPC.

11. It is not one, two, three, four or five, but six years of consensual physical/sexual relationship between the petitioner and

the complainant after having met through social media platform. The complaint narrates in minute details as to what has transpired between the two, for all the six years. The allegation that is made later is, from 27-12-2019 intimacy between the two waned away or faded away. Fading away of the intimacy after six years of consensual acts of sexual intercourse cannot mean that it would become ingredients of Section 375 of the IPC. They were consensual acts from day one and consensual acts till 27-12-2019. The period is six long years. Therefore, it cannot but be construed that it would not be a rape for it to become punishable under Section 376 of the IPC. If further proceedings are permitted to continue as observed hereinabove, it would run foul of plethora of judgments rendered by the Apex Court on the issue. I deem it appropriate to notice a few of them. The Apex Court in the case of **PRAMOD SURYABHAN PAWAR v. STATE OF MAHARASHTRA**¹ has drawn distinction between rape and consensual sexual relationships. While delineating inter-play between promise of marriage and allegation of rape, the Apex Court has held as follows:

¹ (2019) 9 SCC 608

"14. In the present case, the "misconception of fact" alleged by the complainant is the appellant's promise to marry her. Specifically in the context of a promise to marry, this Court has observed that there is a distinction between a false promise given on the understanding by the maker that it will be broken, and the breach of a promise which is made in good faith but subsequently not fulfilled. In Anurag Soni v. State of Chhattisgarh [Anurag Soni v. State of Chhattisgarh, (2019) 13 SCC 1 : 2019 SCC OnLine SC 509], this Court held:

"12. The sum and substance of the aforesaid decisions would be that if it is established and proved that from the inception the accused who gave the promise to the prosecutrix to marry, did not have any intention to marry and the prosecutrix gave the consent for sexual intercourse on such an assurance by the accused that he would marry her, such a consent can be said to be a consent obtained on a misconception of fact as per Section 90 IPC and, in such a case, such a consent would not excuse the offender and such an offender can be said to have committed the rape as defined under Sections 375 IPC and can be convicted for the offence under Section 376 IPC."

Similar observations were made by this Court in Deepak Gulati v. State of Haryana (2013) 7 SCC 675 : (2013) 3 SCC (Cri) 660] (Deepak Gulati):

"21. ... There is a distinction between the mere breach of a promise, and not fulfilling a false promise. Thus, the court must examine whether there was made, at an early stage a false promise of marriage by the accused;"

15. In Yedla Srinivasa Rao v. State of A.P. (2006) 11 SCC 615 : (2007) 1 SCC (Cri) 557] the accused forcibly established sexual relations with the complainant. When she asked the accused why he had spoiled her life, he promised to marry her. On this premise, the accused repeatedly had sexual intercourse with the complainant. When the complainant became pregnant, the accused refused to marry her. When the matter was brought to the panchayat, the accused admitted to having had sexual

intercourse with the complainant but subsequently absconded. Given this factual background, the Court observed:

"10. It appears that the intention of the accused as per the testimony of PW 1 was, right from the beginning, not honest and he kept on promising that he will marry her, till she became pregnant. This kind of consent obtained by the accused cannot be said to be any consent because she was under a misconception of fact that the accused intends to marry her, therefore, she had submitted to sexual intercourse with him. This fact is also admitted by the accused that he had committed sexual intercourse which is apparent from the testimony of PWs 1, 2 and 3 and before the panchayat of elders of the village. It is more than clear that the accused made a false promise that he would marry her. Therefore, the intention of the accused right from the beginning was not bona fide and the poor girl submitted to the lust of the accused, completely being misled by the accused who held out the promise for marriage. This kind of consent taken by the accused with clear intention not to fulfill the promise and persuading the girl to believe that he is going to marry her and obtained her consent for the sexual intercourse under total misconception, cannot be treated to be a consent."

16. Where the promise to marry is false and the intention of the maker at the time of making the promise itself was not to abide by it but to deceive the woman to convince her to engage in sexual relations, there is a "misconception of fact" that vitiates the woman's "consent". On the other hand, a breach of a promise cannot be said to be a false promise. To establish a false promise, the maker of the promise should have had no intention of upholding his word at the time of giving it. The "consent" of a woman under Section 375 is vitiated on the ground of a "misconception of fact" where such misconception was the basis for her choosing to engage in the said act. In Deepak Gulati [Deepak Gulati v. State of Haryana, (2013) 7 SCC 675 : (2013) 3 SCC (Cri) 660] this Court observed : (SCC pp. 682-84, paras 21 & 24)

"21. ... There is a distinction between the mere breach of a promise, and not fulfilling a false promise. Thus, the court must examine whether there was made, at an early stage a false promise of marriage by the accused; and whether the consent involved was given after wholly understanding the nature and consequences of sexual indulgence. There may be a case where the prosecutrix agrees to have sexual intercourse on account of her love and passion for the accused, and not solely on account of misrepresentation made to her by the accused, or where an accused on account of circumstances which he could not have foreseen, or which were beyond his control, was unable to marry her, despite having every intention to do so. Such cases must be treated differently.

24. Hence, it is evident that there must be adequate evidence to show that at the relevant time i.e. at the initial stage itself, the accused had no intention whatsoever, of keeping his promise to marry the victim. There may, of course, be circumstances, when a person having the best of intentions is unable to marry the victim owing to various unavoidable circumstances. The "failure to keep a promise made with respect to a future uncertain date, due to reasons that are not very clear from the evidence available, does not always amount to misconception of fact. In order to come within the meaning of the term "misconception of fact", the fact must have an immediate relevance". Section 90 IPC cannot be called into aid in such a situation, to pardon the act of a girl in entirety, and fasten criminal liability on the other, unless the court is assured of the fact that from the very beginning, the accused had never really intended to marry her."

(emphasis supplied)

17. In Uday v. State of Karnataka, (2003) 4 SCC 46: 2003 SCC (Cri) 775] the complainant was a college-going student when the accused promised to marry her. In the complainant's statement, she admitted that she was aware that there would be significant opposition from both the complainant's and accused's families to the

proposed marriage. She engaged in sexual intercourse with the accused but nonetheless kept the relationship secret from her family. The Court observed that in these circumstances the accused's promise to marry the complainant was not of immediate relevance to the complainant's decision to engage in sexual intercourse with the accused, which was motivated by other factors : (SCC p.58, para 25)

"25. There is yet another difficulty which faces the prosecution in this case. In a case of this nature two conditions must be fulfilled for the application of Section 90 IPC. Firstly, it must be shown that the consent was given under a misconception of fact. Secondly, it must be proved that the person who obtained the consent knew, or had reason to believe that the consent was given in consequence of such misconception. We have serious doubts that the promise to marry induced the prosecutrix to consent to having sexual intercourse with the appellant. She knew, as we have observed earlier, that her marriage with the appellant was difficult on account of caste considerations. The proposal was bound to meet with stiff opposition from members of both families. There was therefore a distinct possibility, of which she was clearly conscious, that the marriage may not take place at all despite the promise of the appellant. The question still remains whether even if it were so, the appellant knew, or had reason to believe, that the prosecutrix had consented to having sexual intercourse with him only as a consequence of her belief, based on his promise, that they will get married in due course. There is hardly any evidence to prove this fact. On the contrary, the circumstances of the case tend to support the conclusion that the appellant had reason to believe that the consent given by the prosecutrix was the result of their deep love for each other. It is not disputed that they were deeply in love. They met often, and it does appear that the prosecutrix permitted him liberties which, if at all, are permitted only to a person with whom one is in

deep love. It is also not without significance that the prosecutrix stealthily went out with the appellant to a lonely place at 12 o'clock in the night. It usually happens in such cases, when two young persons are madly in love, that they promise to each other several times that come what may, they will get married."

(emphasis supplied)

18. To summarise the legal position that emerges from the above cases, the "consent" of a woman with respect to Section 375 must involve an active and reasoned deliberation towards the proposed act. To establish whether the "consent" was vitiated by a "misconception of fact" arising out of a promise to marry, two propositions must be established. The promise of marriage must have been a false promise, given in bad faith and with no intention of being adhered to at the time it was given. The false promise itself must be of immediate relevance, or bear a direct nexus to the woman's decision to engage in the sexual act."

10. The Apex Court, a little later in the case of *DHRUVARAM MURLIDHAR SONAR (supra)*, while following the earlier judgment of the Apex Court in the case of *UDAY v. STATE OF KARNATAKA* reported in (2003) 4 SCC 46 and *DEELIP SINGH v. STATE OF BIHAR* reported in (2005) 1 SCC 88, has held as follows:

"18. In Uday v. State of Karnataka (2003) 4 SCC 46 : 2003 SCC (Cri) 775, this Court was considering a case where the prosecutrix, aged about 19 years, had given consent to sexual intercourse with the accused with whom she was deeply in love, on a promise that he would marry her on a later date. The prosecutrix continued to meet the accused and often had sexual intercourse and became pregnant. A complaint was lodged on failure of the accused to marry her. It was held that consent cannot be said to be given under a misconception of fact. It was held thus : (SCC pp. 56-57, paras 21 & 23)

"21. It therefore appears that the consensus of judicial opinion is in favour of the view that the consent

given by the prosecutrix to sexual intercourse with a person with whom she is deeply in love on a promise that he would marry her on a later date, cannot be said to be given under a misconception of fact. A false promise is not a fact within the meaning of the Code. We are inclined to agree with this view, but we must add that there is no straitjacket formula for determining whether consent given by the prosecutrix to sexual intercourse is voluntary, or whether it is given under a misconception of fact. In the ultimate analysis, the tests laid down by the courts provide at best guidance to the judicial mind while considering a question of consent, but the court must, in each case, consider the evidence before it and the surrounding circumstances, before reaching a conclusion, because each case has its own peculiar facts which may have a bearing on the question whether the consent was voluntary, or was given under a misconception of fact. It must also weigh the evidence keeping in view the fact that the burden is on the prosecution to prove each and every ingredient of the offence, absence of consent being one of them.

23. Keeping in view the approach that the court must adopt in such cases, we shall now proceed to consider the evidence on record. In the instant case, the prosecutrix was a grown-up girl studying in a college. She was deeply in love with the appellant. She was, however, aware of the fact that since they belonged to different castes, marriage was not possible. In any event the proposal for their marriage was bound to be seriously opposed by their family members. She admits having told so to the appellant when he proposed to her the first time. She had sufficient intelligence to understand the significance and moral quality of the act she was consenting to. That is why she kept it a secret as long as she could. Despite this, she did not resist the overtures of the appellant, and in fact succumbed to them. She thus freely exercised a choice between resistance and assent. She must have known the consequences of the act, particularly when she was conscious of the fact that their marriage may not take place at all on account of caste considerations. All these circumstances lead us to the

conclusion that she freely, voluntarily and consciously consented to having sexual intercourse with the appellant, and her consent was not in consequence of any misconception of fact."

19. *In Deelip Singh v. State of Bihar, (2005) 1 SCC 88 : 2005 SCC (Cri) 253], the Court framed the following two questions relating to consent : (SCC p. 104, para 30)*

(1) Is it a case of passive submission in the face of psychological pressure exerted or allurements made by the accused or was it a conscious decision on the part of the prosecutrix knowing fully the nature and consequences of the act she was asked to indulge in?

(2) Whether the tacit consent given by the prosecutrix was the result of a misconception created in her mind as to the intention of the accused to marry her?

In this case, the girl lodged a complaint with the police stating that she and the accused were neighbours and they fell in love with each other. One day in February 1988, the accused forcibly raped her and later consoled her by saying that he would marry her. She succumbed to the entreaties of the accused to have sexual relations with him, on account of the promise made by him to marry her, and therefore continued to have sex on several occasions. After she became pregnant, she revealed the matter to her parents. Even thereafter, the intimacy continued to the knowledge of the parents and other relations who were under the impression that the accused would marry the girl, but the accused avoided marrying her and his father took him out of the village to thwart the bid to marry. The efforts made by the father of the girl to establish the marital tie failed. Therefore, she was constrained to file the complaint after waiting for some time.

20. With this factual background, the Court held that the girl had taken a conscious decision, after active application of mind to the events that had transpired. It was further held that at best, it is a case of breach of promise to marry rather than a case of false promise to marry, for which the accused is prima facie accountable

for damages under civil law. It was held thus: (Deelip Singh v. State of Bihar, (2005) 1 SCC 8 : 2005 SCC (Cri) 253], SCC p. 106, para 35)

"35. The remaining question is whether on the basis of the evidence on record, it is reasonably possible to hold that the accused with the fraudulent intention of inducing her to sexual intercourse, made a false promise to marry. We have no doubt that the accused did hold out the promise to marry her and that was the predominant reason for the victim girl to agree to the sexual intimacy with him. PW 12 was also too keen to marry him as she said so specifically. But we find no evidence which gives rise to an inference beyond reasonable doubt that the accused had no intention to marry her at all from the inception and that the promise he made was false to his knowledge. No circumstances emerging from the prosecution evidence establish this fact. On the other hand, the statement of PW 12 that "later on", the accused became ready to marry her but his father and others took him away from the village would indicate that the accused might have been prompted by a genuine intention to marry which did not materialise on account of the pressure exerted by his family elders. It seems to be a case of breach of promise to marry rather than a case of false promise to marry. On this aspect also, the observations of this Court in Uday case [Uday v. State of Karnataka, (2003) 4 SCC 46 : 2003 SCC (Cri) 775] at para 24 come to the aid of the appellant."

21. In Deepak Gulati v. State of Haryana, (2013) 7 SCC 675 : (2013) 3 SCC (Cri) 660], the Court has drawn a distinction between rape and consensual sex. This is a case of a prosecutrix aged 19 years at the time of the incident. She had an inclination towards the accused. The accused had been giving her assurances of the fact that he would get married to her. The prosecutrix, therefore, left her home voluntarily and of her own free will to go with the accused to get married to him. She called the accused on a phone number given to her by him, to ask him why he had not met her at the place that had been pre-decided by them. She also waited for him for a long time, and when he finally arrived, she went with him to a

place called Karna Lake where they indulged in sexual intercourse. She did not raise any objection at that stage and made no complaints to anyone. Thereafter, she went to Kurukshetra with the accused, where she lived with his relatives. Here too, the prosecutrix voluntarily became intimate with the accused. She then, for some reason, went to live in the hostel at Kurukshetra University illegally, and once again came into contact with the accused at Birla Mandir there. Thereafter, she even proceeded with the accused to the old bus-stand in Kurukshetra, to leave for Ambala so that the two of them could get married at the court in Ambala. At the bus station, the accused was arrested by the police. The Court held that the physical relationship between the parties had clearly developed with the consent of the prosecutrix as there was neither a case of any resistance nor had she raised any complaint anywhere at any time, despite the fact that she had been living with the accused for several days and had travelled with him from one place to another. The Court further held that it is not possible to apprehend the circumstances in which a charge of deceit/rape can be levelled against the accused.

23. Thus, there is a clear distinction between rape and consensual sex. The court, in such cases, must very carefully examine whether the complainant had actually wanted to marry the victim or had mala fide motives and had made a false promise to this effect only to satisfy his lust, as the latter falls within the ambit of cheating or deception. There is also a distinction between mere breach of a promise and not fulfilling a false promise. If the accused has not made the promise with the sole intention to seduce the prosecutrix to indulge in sexual acts, such an act would not amount to rape. There may be a case where the prosecutrix agrees to have sexual intercourse on account of her love and passion for the accused and not solely on account of the misconception created by accused, or where an accused, on account of circumstances which he could not have foreseen or which were beyond his control, was unable to

marry her despite having every intention to do. Such cases must be treated differently. If the complainant had any mala fide intention and if he had clandestine motives, it is a clear case of rape. The acknowledged consensual physical relationship between the parties would not constitute an offence under Section 376 IPC.

24. In the instant case, it is an admitted position that the appellant was serving as a Medical Officer in the Primary Health Centre and the complainant was working as an Assistant Nurse in the same health centre and that she is a widow. It was alleged by her that the appellant informed her that he is a married man and that he has differences with his wife. Admittedly, they belong to different communities. It is also alleged that the accused/appellant needed a month's time to get their marriage registered. The complainant further states that she had fallen in love with the appellant and that she needed a companion as she was a widow. **She has specifically stated that "as I was also a widow and I was also in need of a companion, I agreed to his proposal and since then we were having love affair and accordingly we started residing together. We used to reside sometimes at my home whereas sometimes at his home". Thus, they were living together, sometimes at her house and sometimes at the residence of the appellant. They were in a relationship with each other for quite some time and enjoyed each other's company. It is also clear that they had been living as such for quite some time together. When she came to know that the appellant had married some other woman, she lodged the complaint. It is not her case that the complainant has forcibly raped her. She had taken a conscious decision after active application of mind to the things that had happened. It is not a case of a passive submission in the face of any psychological pressure exerted and there was a tacit consent and the tacit consent given by her was not the result of a misconception created in her mind. We are of the view that, even if the allegations made in the complaint are taken at their face value and accepted in their entirety, they do**

not make out a case against the appellant. We are also of the view that since the complainant has failed to prima facie show the commission of rape, the complaint registered under Section 376(2)(b) cannot be sustained.

(Emphasis supplied)

The Apex Court in the afore-quoted judgment has considered the entire spectrum of law on the issue while following the judgment in the case of ***DHRUVARAM MURALIDHAR SONAR V. STATE OF MAHARASHTRA*** reported in ***(2019)18 SCC 191*** and had obliterated the proceedings *qua* the accused.

12. Later to the judgment so rendered by the Apex Court in the case of ***PRAMOD SURYABHAN PAWAR***, the Apex Court, in the case of ***SHAMBHU KARWAR v. STATE OF UTTARPRADESH AND ANOTHER²***, has held as follows:

"7. The parameters governing the exercise of the jurisdiction of Section 482 of CrPC are well-settled and have been reiterated in a consistent line of decisions of this Court. In Neeharika Infrastructure v. State of Maharashtra, a three Judge Bench of this Court which one of us was a part of (D.Y. Chandrachud J.), reiterated the parameters laid down in R.P. Kapur v. State of Punjab and State of Haryana v. Bhajan Lal and held that while the Courts ought to be cautious in exercising powers under Section 482, they do have the power to quash. The test is whether or not the allegations in the FIR disclose the commission of a cognizable offence. The Court does not enter

² 2022 SCC OnLine SC 1032

into the merits of the allegations or trench upon the power of the investigating agency to investigate into allegations involving the commission of a cognizable offence.

8. *In Bhajan Lal (supra) this Court formulated the parameters in terms of which the powers in Section 482 of CrPC may be exercised. While it is not necessary to revisit all these parameters again, a few that are relevant to the present case may be set out. The Court held that quashing may be appropriate:*

"102.(1) Where the allegations made in the first information report or the complaint, even if they are taken at their face value and accepted in their entirety do not prima facie constitute any offence or make out a case against the accused. (2) Where the allegations in the first information report and other materials, if any, accompanying the FIR do not disclose a cognizable offence, justifying an investigation by police officers under Section 156(1) of the Code except under an order of a Magistrate within the purview of Section 155(2).

[...]

(7) Where a criminal proceeding is manifestly attended with mala fide and/or where the proceeding is maliciously instituted with an ulterior motive for wreaking vengeance on the accused and with a view to spite him due to private and personal grudge."

9. *In Dhruvaram Murlidhar Sonar v. State of Maharashtra, a two Judge Bench of this Court while dealing with similar facts as the present case reiterated the parameters laid down in Bhajan Lal (supra) held that:*

*"13. It is clear that for quashing the proceedings, meticulous analysis of factum of taking cognizance of an offence by the Magistrate is not called for. Appreciation of evidence is also not permissible in exercise of inherent powers. **If the allegations set out in the complaint do not constitute the offence of which cognizance has been taken, it is open to the High Court to quash the same in exercise of its inherent powers."***
(emphasis supplied)

10. *An offence is punishable under Section 376 of the IPC if the offence of rape is established in terms of Section 375 which sets out the ingredients of the offence. In the present case, the second description of Section 375 along with Section 90 of the IPC is relevant which is set out below.*

"375. Rape - A man is said to commit "rape" if he -

[...]

under the circumstances falling under any of the following seven descriptions

Firstly ...

Secondly. - Without her consent.

[...]

Explanation 2. - Consent means an unequivocal voluntary agreement when the woman by words, gestures or any form of verbal or non-verbal communication, communicates willingness to participate in the specific sexual act:

Provided that a woman who does not physically resist to the act of penetration shall not by the reason only of that fact, be regarded as consenting to the sexual activity.

xxx

90. Consent known to be given under fear or misconception - *A consent is not such a consent as is intended by any section of this Code, if the consent is given by a person under fear of injury, or under a misconception of fact, and if the person doing the act knows, or has reason to believe, that the consent was given in consequence of such fear or misconception; or..."*

11. *In Pramod Suryabhan Pawar v. State of Maharashtra,⁷ a two Judge Bench of this Court of which one of us was a part (D.Y. Chandrachud J.), held in Sonu @ Subhash Kumar v. State of Uttar Pradesh,⁸ observed that:*

"12. This Court has repeatedly held that consent with respect to Section 375 of the IPC involves an active understanding of the circumstances, actions and consequences of the proposed act. An individual who makes a reasoned choice to act after evaluating various alternative actions (or inaction) as well as the various

possible consequences flowing from such action or inaction, consents to such action...

[...]

14. [...] Specifically in the context of a promise to marry, this Court has observed that there is a distinction between a false promise given on the understanding by the maker that it will be broken, and the breach of a promise which is made in good faith but subsequently not fulfilled...

[...]

16. Where the promise to marry is false and the intention of the maker at the time of making the promise itself was not to abide by it but to deceive the woman to convince her to engage in sexual relations, there is a "misconception of fact" that vitiates the woman's "consent". On the other hand, a breach of a promise cannot be said to be a false promise. To establish a false promise, the maker of the promise should have had no intention of upholding his word at the time of giving it. The "consent" of a woman under Section 375 is vitiated on the ground of a "misconception of fact" where such misconception was the basis for her choosing to engage in the said act...

[...]

18. To summarise the legal position that emerges from the above cases, the "consent" of a woman with respect to Section 375 must involve an active and reasoned deliberation towards the proposed act. To establish whether the "consent" was vitiated by a "misconception of fact" arising out of a promise to marry, two propositions must be established. The promise of marriage must have been a false promise, given in bad faith and with no intention of being adhered to at the time it was given. The false promise itself must be of immediate relevance, or bear a direct nexus to the woman's decision to engage in the sexual act.

(emphasis supplied)

12. In the present case, the issue which had to be addressed by the High Court was whether, assuming all the allegations in the charge-sheet are correct as they

stand, an offence punishable under Section 376 IPC was made out. Admittedly, the appellant and the second respondent were in a consensual relationship from 2013 until December 2017. They are both educated adults. The second respondent, during the course of this period, got married on 12 June 2014 to someone else. The marriage ended in a decree of divorce by mutual consent on 17 September 2017. The allegations of the second respondent indicate that her relationship with the appellant continued prior to her marriage, during the subsistence of the marriage and after the grant of divorce by mutual consent.

13. In this backdrop and taking the allegations in the complaint as they stand, it is impossible to find in the FIR or in the charge-sheet, the essential ingredients of an offence under Section 376 IPC. The crucial issue which is to be considered is whether the allegations indicate that the appellant had given a promise to the second respondent to marry which at the inception was false and on the basis of which the second respondent was induced into a sexual relationship. Taking the allegations in the FIR and the charge-sheet as they stand, the crucial ingredients of the offence under Section 375 IPC are absent. The relationship between the parties was purely of a consensual nature. The relationship, as noted above, was in existence prior to the marriage of the second respondent and continued to subsist during the term of the marriage and after the second respondent was granted a divorce by mutual consent.

14. The High Court, in the course of its judgment, has merely observed that the dispute raises a question of fact which cannot be considered in an application under Section 482 of CrPC. As demonstrated in the above analysis, the facts as they stand, which are not in dispute, would indicate that the ingredients of the offence under Section 376 IPC were not established. The High Court has, therefore, proceeded to dismiss the application under Section 482 of CrPC on a completely misconceived basis.

15. We, accordingly allow the appeal and set aside the impugned judgment and order of the High Court dated 5 October 2018 in application u/s 482 No 33999 of 2018. The application under Section 482 of CrPC shall accordingly stand allowed. The Case Crime No 11 of 2018 registered at Police Station Rasra, District Ballia, charge-sheet dated 23 April 2018 in the aforementioned case and the order dated 24 May 2018 in Criminal Case No 785 of 2018 in the Court of the Addl. Chief Judicial Magistrate (First), Ballia taking cognizance of the charge-sheet shall accordingly stand quashed.”

(Emphasis supplied)

In yet another judgment the Apex Court in the case of **MANDAR**

DEEPAK PAWAR V. STATE OF MAHARASHTRA AND ANOTHER³

has held as follows:

“The appellant and respondent No.2 were undisputedly in a consensual relationship from 2009 to 2011 (or 2013 as stated by the respondent No.2). It is the say of the respondent No.2 that the consensual physical relationship was on an assurance of marriage by the appellant. The complaint has been filed only in 2016 after three years, pursuant where to FIR dated 16-12-2016 was registered.

On hearing learned counsel for parties, we find ex facie the registration of FIR in the present case is abuse of the criminal process.

The parties chose to have physical relationship without marriage for a considerable period of time. For some reason, the parties fell apart. It can happen both before or after marriage. Thereafter also three years passed when respondent No.2 decided to register a FIR.

The facts are so glaring as set out aforesaid by us that we have no hesitation in quashing the FIR dated 16.12.2016 and bringing the proceedings to a close. Permitting further

³ Criminal Appeal No.442 of 2022 decided on 27th July 2022

proceedings under the FIR would amount to harassment to the appellant through the criminal process itself.

We are fortified to adopt this course of action by the judicial view in (2019) 9 SCC 608 titled "Pramod Suryabhan Pawar v. State of Maharashtra & another" where in the factual scenario where complainant was aware that there existed obstacles in marrying the accused and still continued to engage in sexual relations, the Supreme Court quashed the FIR. A distinction was made between a false promise to marriage which is given on understanding by the maker that it will be broken and a breach of promise which is made in good faith but subsequently not fulfilled. This was in the context of Section 375 Explanation 2 and Section 90 of the IPC, 1860.

The Criminal appeal is accordingly allowed.

Impugned judgment is set aside the proceedings in pursuance to FIR dated 16-12-2016 stands quashed, leaving parties to bear their own costs".

(Emphasis supplied)

The afore-quoted were all cases where the relationship between the accused and the prosecutrix was consensual and the allegation was that of offence punishable under Section 376 of the IPC for rape. If the afore-narrated facts are considered on the bedrock of elucidation by the Apex Court, it becomes a case where this Court has to step in, exercise its jurisdiction, under Section 482 of the Cr.P.C., to obliterate the crime registered against the petitioner for the offence of rape under Section 376 of the IPC *inter alia*, failing which, it would become an abuse of the process of law.

13. In the light of the afore-narrated facts and the law laid down by the Apex Court what would unmistakably emerge is that the complainant after having consensual relationship with the petitioner has sought to register repeated crimes on the very same set of facts with the same allegations – one at Bengaluru and another at Davengere. This case becomes a classic illustration of an abuse of the process of law. What is required to be further taken note of is the submission of the learned counsel for the petitioners, that the complainant is in the habit of registering crimes against several people. He has quoted one such instance. The complainant through face book befriends, one Dhanush and had physical relationship with him and registers a complaint against the said person before the Airport Police, Bengaluru for the very same offence as is alleged against the petitioner i.e., having sexual intercourse on the promise of marriage and its breach. This had become a crime in Crime No.33 of 2014 which was registered on 19-02-2014. The Police therein had investigated the matter and filed a charge sheet against the said accused Dhanush for offences punishable under Sections 420 and 376 of the IPC and the matter was pending in S.C.No.164 of 2015. It ends in acquittal of Dhanush

in terms of the order of the concerned Court on 20-09-2016. The reason for acquittal is that she had turned hostile by reversing her stand. The order of acquittal of the said accused Dhanush is appended to the petition.

14. The drawable inference from the said order is that on the very same allegation of promise of marriage there was sexual intercourse. When was the allegation is necessary to be noticed; at the same time when she had live in relationship with the petitioner, as the judgment itself narrates that Dhanush and the complainant had physical relationship from 2013 and she had lodged a complaint on 12-12-2013 against the said accused Dhanush. Therefore, it becomes a classic case where the complainant is seeking relationships with people on social media platforms and later register crimes against them, on the same allegations. If trial, in the cases at hand, is permitted to continue, it would be putting a premium on the activities of the complainant and her effort to abuse the process of law over and over.

15. For the aforesaid reasons, I pass the following:

ORDER

- (i) Criminal petitions are allowed.
- (ii) Proceedings in C.C.No.54359 of 2021 pending before the 10th Additional Chief Metropolitan Magistrate at Mayo Hall, Bengaluru concerning FIR in Crime No.55 of 2021 of Indiranagar Police Station as also proceedings in C.C.No.247 of 2022 pending before the II Additional Civil Judge (Senior Division) and JMFC, Davangere arising out of FIR in Crime No.103 of 2021 of Women's Police Station, Davangere stand quashed.

Consequently, pending applications, if any, also stand disposed.

**Sd/-
JUDGE**

bkp
CT:MJ