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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **BAIL APPLN. 3767/2025**

SUMIT

.....Petitioner

Through: Mr. Ahmad Ibrahim, Mr. Ishwar Singh Deepak, Mr. Jeet Chakralarti, Ms. Ayesha Zaidi, Advs.

versus

STATE NCT OF DELHI

.....Respondent

Through: Mr. Yudhvir Singh Chauhan, APP. Mr. Anil Kumar, Adv. for the complainant.

CORAM:

HON'BLE MR. JUSTICE RAVINDER DUDEJA

ORDER

31.10.2025

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1. This is an application filed on behalf of the petitioner for the grant of anticipatory bail in case FIR no. 541/2025 under Section 376 IPC, PS Nand Nagri.

Factual Background

2. The FIR was lodged on 11.09.2025 on the complaint of complainant with allegation that petitioner who is her neighbour had sexually exploited her for two years on the false promise of marriage. She alleged that in August 2023, the petitioner proposed her. Since then they have been in relationship. After few days, petitioner invited her to his house when his family was away. Relying on the promise made, complainant gave her consent for physical relationship. Thereafter the petitioner repeatedly took



her to hotels and maintained physical relations with her on multiple occasions. It has been further alleged that each time when the complainant insisted for the marriage, petitioner refused on one or the other pretext. Complainant therefore, made a call to the police, upon which petitioner and his parents took the complainant to their house on the false promise of marriage. She was assured that they would get her marriage performed with petitioner in court. She stayed at the house of the petitioner from 03.08.2025 to 20.08.2025, during which the petitioner and the complainant lived as husband and wife. On 20.08.2025, petitioner and the complainant went to Tis Hazari Courts for performing the marriage but he left from there on the pretext that he was going to call his parents and did not return back. The complainant tried to call the parents of the petitioner but their phone was unavailable. She then lodged the present FIR.

3. Petitioner filed an anticipatory bail application before the Ld. Sessions Court but the same came to be dismissed vide order dated 23.09.2025.

Submissions on behalf of the petitioner

4. The Ld. Counsel for the petitioner submits that petitioner and the complainant were involved in voluntary and consensual relationship since the year 2023. The Whatsapp conversation exchanged between them establishes a pattern of mutual affection, regular interaction and voluntary meetings. During the relationship spanning over two years, both of them met frequently. The complainant herself persistently insisted on visiting private places and engaging in physical intimacy. No promise of marriage was ever made by the petitioner.

5. It is submitted that the complainant's active role in pursuing intimacy negates any allegations that physical relationship was induced on false



promise of marriage.

6. It has been further submitted that the complainant consistently applied emotional pressure on the petitioner using messages such as “don’t leave me”, “muje tarsao mat” and other similar entreaties. This demonstrates her tendency to emotionally coerce rather than being induced under false promise.

7. It is submitted that on one occasion, the complainant insisted the petitioner to take leave from the office in order to meet her but when the petitioner expressed his inability to do so owing to his professional obligation she became angry and resorted to threat and coercive tactics. She also forced the petitioner to perform court marriage which was denied by the petitioner citing their young age. However, the complainant repeatedly threatened that in case of refusal she would commit suicide and implicate the petitioner and his family members in false criminal cases.

8. It has been further submitted that despite knowing that petitioner had no interest in marrying her, the complainant still forced, intimidated and threatened the petitioner to marry her. It is submitted that due to complainant’s constant coercion and blackmail, the family of the petitioner was forced to consider her demand for marriage. However, on account of her continued abusive behaviour, petitioner decided not to proceed with the court marriage and left the complainant after which she lodged the present FIR.

9. The Ld. Counsel placed reliance on the several judgment of Hon’ble Supreme Court including ***Pramod Suryabhan Pawar v. State of Maharashtra (2019) 9 SCC 608***, ***Deepak Gulati v. State of Haryana (2013) 7 SCC 675***, and ***Naim Ahamed v. State (2023) 15 SCC 385***” to submit that



a breach of promise to marriage does not *ipso facto* amount to false promise to marriage unless it is shown that the accused had no intention to marry from the very beginning.

10. It is argued that custodial interrogation of the petitioner is not required and the material evidence including the chats, call logs and videos had already been provided to the investigating agency. The petitioner is ready to cooperate with the investigation and undertakes to abide by any condition that may be imposed by this Court.

11. It is submitted that petitioner is just 20 years old, has no criminal antecedents, is the sole bread earner of his family and is not at flight risk. It is argued that anticipatory bail is a safe guard for personal liberty under Article 21 of the Constitution and the gravity of the offence alone cannot justify pre trial incarceration.

Submissions on behalf of the State and counsel for complainant

12. Opposing the bail application, learned APP for the State, duly supported by the Ld. Counsel for the complainant submitted that the allegations against the petitioner are grave and serious in nature involving the sexual assault under Section 376 IPC and the FIR and the statement of the complainant under Section 183 BNSS substantiate the offence of rape on the false promise of marriage. It has been submitted that the complainant, a young women of 21 years age was led into physical relationship on false assurance of marriage by the petitioner and such false promise vitiates the consent under the law. It is submitted that the complainant has provided a consistent narrative both in her complaint and the statement recorded during investigation.

13. It is submitted that investigation is at crucial stage and custodial



interrogation of the petitioner may be necessary.

14. The nature of the allegations, the pattern of inducement and the long duration of exploitation for two years, it was argued, reflect a deliberate act of deceit by the petitioner. The fact that the complainant was made to live at the petitioner's residence as his wife strengthens the inference that her consent was obtained under misconception of fact. It is also submitted that allegations are grave and serious in nature and release of petitioner at this stage would prejudice the investigation, embolden the accused and hamper the progress of the case.

Analysis and Conclusion

15. I have carefully considered the rival submissions and have perused the material on record.

16. The *gravaman* of the allegations made in the FIR is that petitioner had established physical relationship with the complainant on the false promise of marriage. The material placed on record however reveals that relationship between the petitioner and the complainant was consensual. The WhatsApp chats annexed by the petitioner, copies of which were also provided to the IO, indicate the pattern of mutual affection and voluntary participation rather than coercion or deception. There are also messages from the complainant threatening self-harm and forcing the petitioner to marry her, which *prima facie*, show that the relationship deteriorated over time and ultimately turned acrimonious. In one such conversation dated 29.04.2025, the complainant expressly insisted on visiting a room/OYO and demanded sexual intimacy by writing “*hm tb room pr oyo chlenge ... sex ... ekdum khulkar dungi*”, reflecting that the intimacy was consensual. In yet another WhatsApp communication dated 08.05.2025, she insisted “*ek last baar room pr jana.*”



Petitioner relies on an alleged video recording dated 22.08.2025, wherein, complainant speaking to her mother on phone is heard stating “*Mujhe nahi kami shadi, mujhe to bas ise andar karwana hai.*” The same has been relied upon to demonstrate complainant’s *mala fide* intention to implicate the petitioner in the case.

17. In the present case, there is no material on record to suggest that petitioner made a false promise to marry from the inception of the relationship. Rather, if the WhatsApp chats are to be believed, they demonstrate mutual and consensual romantic association, which later turned sour.

18. There is a difference between making a false promise and committing breach of promise by the accused. In case of false promise, the accused right from the beginning would not have any intention to marry the prosecutrix and would have cheated or deceived the prosecutrix by giving a false promise to marry her with a view to satisfy his lust, whereas, in case of breach of promise, the possibility that accused might have given a promise with intent to marry her but subsequently might have encountered certain unforeseen circumstances beyond his control, which prevented him to fulfill his promise, cannot be ruled out. Therefore, it is not appropriate to treat each breach of promise as a false promise of marriage. Each case therefore would depend upon its own case. In ***Deepak Gulati v. State of Haryana*** (2013) 7 SCC 675, the Hon’ble Supreme Court observed that there is a distinction between mere breach of promise and not fulfilling the false promise. It was held that an accused can be convicted for rape only if the court reaches a conclusion that the intention of the accused was *mala fide*, and that he had clandestine motive. The court is thus, obligated to examine whether the



promise that was made at an early stage was a false promise and whether the consent obtained was given after wholly understanding the nature and consequences of sexual indulgence. The relevant paragraphs read thus:-

*“21. Consent may be express or implied, coerced or misguided, obtained willingly or through deceit. Consent is an act of reason, accompanied by deliberation, the mind weighing, as in a balance, the good and evil on each side. There is a clear distinction between rape and consensual sex and in a case like this, the court must very carefully examine whether the accused 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 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. **An accused can be convicted for rape only if the court reaches a conclusion that the intention of the accused was mala fide, and that he had clandestine motives.**”*

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*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 90IPC 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.”*



19. Similarly, in ***Pramod Suryabhan Pawar vs. State of Maharashtra and Anr., (2019) 9 SCC 608***, the Supreme Court has also laid down that to establish that the “consent” was vitiated by a “misconception of fact” arising out of a promise to marry, the promise of marriage must be a false promise, given in bad faith and with no intention of being adhered to at the time it was given and the woman’s decision to engage in the sexual act must bear a direct nexus to such false promise. The relevant paras read as under:-

“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.....

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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.....

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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)

20. In ***Amol Bhagwan Nehul Vs. The State of Maharashtra & Anr. 2025***



INSC 782, the Supreme Court observed that a consensual relationship turning sour or partners becoming distant cannot be a ground for invoking criminal machinery of the State. Such conduct not only burdens the Court, but blots the identity of an individual accused of such a heinous offence. The Supreme Court has time and again warned against the misuse of the provisions, and has termed it a folly to treat each breach of promise to marry as a false promise and prosecute a person for an offence under section 376 IPC.

21. This Court in *Shane Haider vs. State of NCT of Delhi, Bail Application 466/2024 (Neutral Citation No.2024 DHC 1115)*, has taken a view that whether it is a case of false promise or breach of promise on the part of the petitioner does not require any custodial interrogation as it is a matter to be decided at the stage of trial.

22. Petitioner is a 20 years old youth with no prior criminal antecedents. The status report does not indicate that his custodial interrogation is necessary. It is not the case of the prosecution that he is a flight-risk. In any case, appropriate conditions can be imposed to ensure his availability during the trial and prevent him from influencing the witnesses in any manner.

23. The Court is conscious of the seriousness of the allegations under Section 376 IPC. However, it is equally well-settled that criminal law cannot be used as an instrument of coercion or revenge when a consensual relationship turns sour. The protection of personal liberty, as enshrined under Article 21 of the Constitution, must remain paramount, especially when the allegations appear to be exaggerated or motivated.

24. Having regard to the facts and circumstances of the case, this Court is of the opinion that the petitioner is entitled to the concession of anticipatory



bail. Accordingly, it is directed that in the event of petitioner's arrest, he be released on his furnishing a personal bond in the sum of Rs. 50,000/- with a surety of the like amount to the satisfaction of the Arresting Officer/IO/SHO concerned, subject to the following conditions:-

- (a) petitioner shall join investigation as and when directed by the Investigating Officer;
- (b) petitioner shall share his mobile number with the IO and shall not change the said number and shall keep the same operational throughout;
- (c) petitioner shall not try to contact the prosecutrix or any other witness connected with the present case and shall not tamper with the evidence.

25. The bail application accordingly stands disposed of.

26. It is clarified that any observation made in this order is only for the limited purpose of deciding the present bail application and the same may not be construed as an expression of opinion on the merits of the case.

27. Order be uploaded on the website of this Court.

RAVINDER DUDEJA, J

OCTOBER 31, 2025/AK