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Reserved on :16.07.2026
Pronounced on :16.10.2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 16TH DAY OF OCTOBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE M. NAGAPRASANNA

CRIMINAL PETITION No.10701 OF 2025

BETWEEN:

DR.RAMDAS @ RAMDAS PATIL
S/O GOVINDARAO PATIL
AGED ABOUT 29 YEARS,
RESIDING AT:
NO.76-4, MEHKAR
NEAR GOVERNMENT BUS STAND
BHALKI TALUK
BIDAR DISTRICT
KARNATAKA – 585 416.

... PETITIONER

(BY SRI G.L.VISHWANATH, SR.ADVOCATE A/W
MS.MANASA M.B., ADVOCATE)

Digitally signed by CHAYA S A
Location: High Court of Karnataka

AND:

1 . STATE OF KARNATAKA
BY WOMEN POLICE STATION
MANGALURU
REPRESENTED BY
STATE PUBLIC PROSECUTOR,
HIGH COURT BUILDING
BENGALURU – 560 001.

2 . XXXXX

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XXXXX
XXXXX
XXXXX

... RESPONDENTS

(BY SRI K.NAGESHWARAPPA, HCGP FOR R-1;
SRI SHANTKUMAR N., ADVOCATE FOR R-2)

THIS CRIMINAL PETITION IS FILED UNDER SECTION 528 OF B.N.S.S., PRAYING TO QUASH OR SET ASIDE THE ORDER DATED 04.06.2025 PASSED IN SPL.C.NO.88/2025 BY THE II ADDL. DISTRICT AND SESSIONS JUDGE, MANGALURU TAKING COGNIZANCE FOR THE OFFENCES P/U/S 69 AND 115(2) OF BNS 2023 AND U/S.3(1)(w)(i)(ii) AND SEC.3(2)(va) OF SC & ST (POA) ACT ON THE FILE OF THE II ADDL. DISTRICT AND SESSIONS JUDGE, MANGALURU VIDE ANNEXURE- A AND THE CHARGE SHEET BEARING NO.45/2025 DATED 13.05.2025 FILED BY THE ASSISTANT COMMISSIONER OF POLICE, MANGALURU CENTRAL SUB-DIVISION IN CRIME NO.27/2025, WHICH IS NOW REGISTERED AS SPL.C.NO.88/2025 FOR THE OFFENCES P/U/S 69 AND 115(2) OF BNS 2023 AND U/S.3(1)(w)(i)(ii) AND SEC.3(2)(va) OF SC & ST (POA) ACT BEFORE THE II ADDL. DISTRICT AND SESSIONS JUDGE, MANGALURU VIDE ANNEXURE B.

THIS CRIMINAL PETITION HAVING BEEN HEARD AND RESERVED FOR ORDERS ON 16.07.2026, COMING ON FOR PRONOUNCEMENT THIS DAY, THE COURT MADE THE FOLLOWING:-

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CORAM: **THE HON'BLE MR JUSTICE M.NAGAPRASANNA**

CAV ORDER

The petitioner is before the Court calling in question proceedings in Special Case No.88 of 2025 registered for offences punishable under Sections 69 and 115(2) of the BNS and Sections 3(1)(w)(i)(ii) and 3(2)(va) of the Scheduled Castes and Scheduled Tribes (Prevention of Atrocities) Act, 1989 (hereinafter referred to as 'the Act' for short).

2. Facts, in brief, germane are as follows: -

The 2nd respondent is the complainant and petitioner, the accused. Both are doctors by profession. It is the case of the prosecution that the complainant meets the accused in 2017 in Bidar through a common friend and later developed friendship; friendship blossomed into relationship and the relationship continued with the accused in 2019 at Mangalore and further continued till the date of registration of the complaint. In this entire period between 2017 to 2023 it is the allegation that the petitioner has had physical relationship with the complainant on the promise

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of marriage and has breached the said promise on the score that the petitioner belongs to Marata community and the complainant belonging to Scheduled Caste. The complainant then comes to know that the petitioner is getting married to another girl in Bidar and is said to have come to the petitioner to speak about their marriage and denial of such marriage, the complainant walks to the jurisdictional Police Station to register a complaint for the aforesaid offences. The complaint becomes a crime in Crime No.27 of 2025. The police conduct investigation, file a charge sheet against the petitioner for the afore-quoted offences and filing of the charge sheet is what has driven the petitioner to this Court in the subject petition.

3. Heard Sri. G. L. Vishwanath, learned senior counsel appearing for the petitioner, Sri K Nageshwarappa, learned High Court Government Pleader appearing for respondent No.1 and Sri Shanth Kumar, learned counsel appearing for the respondent No.2.

4. The learned senior counsel Sri G.L. Vishwanath appearing for the petitioner would vehemently contend that the petitioner who

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is the medical practitioner comes in contact with the complainant when they were pursuing their respective medical courses; presently, petitioner is said to be pursing his M.D. in Anesthesia and the respondent/complainant MDS in Prosthodontics. Initially between 2019 and 2023, the complainant and the petitioner have had relationship which was physical as well, but never on the promise of marriage or never had relationship on deceitful means. The alleged physical act was at the first instance during the year 2019 and it continued after a gap of almost a year till the date of registration of complaint. The learned senior counsel would submit that it cannot be said that the petitioner promised marriage and then began relationship which lasted for 7 long years and that permitting further trial for offence punishable under Section 69 of the BNS would become an abuse of the process of law. Merely because the complainant belongs to Scheduled Caste, it cannot be that the petitioner must face trial.

5. Per contra, the learned counsel appearing for the 2nd respondent/complainant would vehemently refute the submissions in contending that the petitioner and the 2nd respondent were

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initially friends between 2017 and 2019. The relationship began in the year 2019 and lasted for about 4 years. This was only on the promise of marriage. The marriage does not take place on account of caste equation. By then, the petitioner had indulged in sexual relationship on promise of marriage. The learned counsel submits that the Police after investigation have filed a charge sheet and have also sought permission to file additional charge sheet in the event of additional evidence springing in further investigation. He would seek dismissal of the present petition.

6. The learned High Court Government Pleader would also toe the lines of the learned counsel for the complainant in contending that the Police after investigation have filed the charge sheet. In the light of the charge sheet having been filed, this Court must not interfere at this stage. The Court should either relegate the petitioner to file a revision or direct the petitioner to come out clean in a full-blown trial. He would seek dismissal of the petition.

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

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8. The afore-narrated facts though a matter of record would require skeletal iteration. The meeting of the petitioner and the 2nd respondent/complainant happens during the period when the petitioner was pursuing his final year medical degree in Bidar Institute of Medical Sciences and he is presently said to be pursuing M.D. in Anesthesia at A.J. Institute of Medical Sciences and Research Centre, Mangalore. The 2nd respondent/complainant was studying BDS in Srinivasa Institute of Dental Sciences, Mukka, Mangalore at the relevant point in time and is presently pursuing her postgraduate MDS in Prosthodontics at KVG Dental College and Hospital, Sullia in Dakshina Kannada. The petitioner and the 2nd respondent/complainant come to know each other in 2017 and developed friendship since 2019. The friendship appears to have turned into consensual sexual relationship. The said relationship then lasted between June, 2019 and November, 2023 for five long years. The allegation is for five long years the petitioner has had sexual intercourse with the complainant on the promise of marriage and has breached the said promise owing to certain caste equation.

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9. It is the allegation that the marriage between the petitioner and the complainant did not take place. It is then a complaint comes to be registered against the petitioner on 15-03-2025. Since the entire issue is now triggered from registration of the complaint, I deem it appropriate to notice the complaint. It reads as follows:

"From

Xxxxx
xxxxx

To,

Station House Office,
Women's Police Station
Mangalore City

Respected Sir,

Subject - Gave False Hope for Marriage & cheated sexually & mentally tortured.

I xxxxxxx, wants to file a complaint against Dr. Ramdas Patil.

I met Ramdas in 2017 in Bidar through my Best friend contact.

Later we both fell in love and had a relationship of 7 years till 2023 (Nov)

I had physical relation with Ramdas in 2019 (Mangalore) & it continued till today.

Ramdas gave me promise to marry & convinced me for my physical relation even his parents against caste.

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For 1st time, we had physical contact in my Flat (Mukka) (103), in my room in June 26th 2019. Later, it continued the same thing till 2023 (7th Nov) at the time I was studying in Srinivas Dental College & Later after 2 years, I was suffering mental depression (Because of the mental stress of rejection of Marriage). As I belong to Schedule Caste (Holeya) & Ramdas belong to Maratha (General Category) his family rejected marriage because of caste discrimination & I fell into depression in Dec 2023 & still suffering mentally to move on from mental trauma.

In Sept. 2024, I joined my post graduate (MDS) (KVG Dental College, Sullia), Prosthodent for my further studies.

In Sept. 5th 2024, Ramdas again contacted me & stay in touch for physical at Hotel Poonja International and again gave me hopes for marriage.

Now, after 5 months, in March 12th he denied for marriage & this family getting him married to another girl in Bidar on 20th March 2025.

On 13th March 2025, I came to Mangalore to talk to Ramdas. For 3 days we stayed in Hotel International Poonja, Mangalore. On Saturday, 15th March 2025 Morning at 11:am we had arguments regarding the Marriage, decision, where he assaulted me & forced me to commit suicide & gave mental trauma. He threatened me to commit suicide & leave him. He doesn't get affected & wants to leave me suffering mentally & physically.

Ramdas has many physical affairs with other girls in around A.J. College & other places where he played with women's emotion.

So, I request you to kindly provide me to justice to get married to Ramdas (Caste discrimination basis) & strict against must be taken against his family to do the caste discrimination & giving trauma (mentally) to me.

Place Mangalore
Date:15th /03/25

Yours faithfully
Sd/-"

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It is the case of the complainant that she meets the petitioner in 2017 in Bidar. Later they fell in love and have had relationship for 7 years from 2017 to 2023. The physical relationship between the petitioner and the complainant, even according to the complainant, begins in 2019 and continues till the date of registration of the complaint i.e., 15-03-2025. The complainant narrates that for the first time they had physical relationship on 26-06-2019, at the time when the complainant was pursuing her bachelor degree. The relationship had a gap between 2023 and 2024. In September, 2024, the narration in the complaint is that the complainant was pursuing post-graduation. On 05-09-2024 the complainant is said to have been contacted by the petitioner again and have had sexual relationship thereafter, up to the date of registration of the complaint. All this is now shrouded with the allegation that it has happened on account of promise of marriage. This becomes a crime in Crime No.27 of 2025 for the afore-quoted offences. The Police conduct investigation and file a charge sheet against the petitioner. The summary of the charge sheet as obtaining in Column No.17 reads as follows:

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"ಈ ದೋಷಾರೋಪಣಾ ಪಟ್ಟಿಯ ಕಾಲಂ ನಂಬ್ರ 12 ರಲ್ಲಿ ಹೆಸರು ವಿಳಾಸ ನಮೂದಿಸಿದ ಆರೋಪಿತನಾದ ರಾಮ್ ದಾಸ್ ಪಾಟೀಲ್ ಹಾಗೂ ಪ್ರಕರಣದ ಪಿರ್ಯಾದುದಾರರಾದ ನೊಂದ ಮಹಿಳೆ ಚಾ.ಸಾ. 1 ನೇ XXXXX ರವರು ಅನ್ನೋನ್ಯವಾಗಿದ್ದು, ಚಾ.ಸಾ. 1 ನೇ ರವರು ಪರಿಶಿಷ್ಟ ಜಾತಿಯ ಹೊಲೆಯ ಜಾತಿಯವರಾಗಿರುತ್ತಾರೆ. ಆರೋಪಿತನು ಮರಾಠ (ಪ್ರವರ್ಗ 3) ಗೆ ಸೇರಿರುತ್ತಾರೆ. ಚಾ.ಸಾ. 1 ನೇರವರು ತಾನು ಪರಿಶಿಷ್ಟ ಜಾತಿಯ ಹೊಲೆಯ ಜಾತಿಗೆ ಸೇರಿದವಳೆಂದು ತಿಳಿಸಿದ್ದರೂ ಕೂಡಾ ಆರೋಪಿಯು ಚಾ.ಸಾ. 1 ನೇ ರವರನ್ನು ಪ್ರೀತಿಸಿ ಮದುವೆಯಾಗುವುದಾಗಿ ತಿಳಿಸಿರುತ್ತಾನೆ.

ನಂತರ ಆರೋಪಿತ ಹಾಗೂ ಚಾ.ಸಾ. 1 ನೇ ರವರು ಅನ್ನೋನ್ಯತೆಯಿಂದ ಇದ್ದು, ಚಾ.ಸಾ. 1 ನೇ ರವರು ಮಾನ್ಯ ನ್ಯಾಯಾಲಯದ ವ್ಯಾಪ್ತಿಗೆ ಒಳಪಡುವ ಚಾ.ಸಾ. 14 ನೇ ರವರ ಮಾಲಕತ್ವದ ಮಂಗಳೂರು ನಗರದ ಸುರತ್ಕಲ್ ಮುಕ್ಕ ಮಾತಾ ರೆಸಿಡೆನ್ಸಿ ಫ್ಲಾಟ್ ನಂಬ್ರ 103 ನೇದರಲ್ಲಿ ವಾಸ್ತವ್ಯವಿದ್ದ ಸಮಯ ಆರೋಪಿತನು ಚಾ.ಸಾ. 1 ನೇ ರವರ ಫ್ಲಾಟಿಗೆ ಬಂದು ಹೋಗುತ್ತಿದ್ದು, ದಿನಾಂಕ 26-09-2019 ಫ್ಲಾಟಿಗೆ ಬಂದು ಚಾ.ಸಾ. 1 ನೇ ರವರನ್ನು ಮದುವೆಯಾಗುವುದಾಗಿ ನಂಬಿಸಿ ಚಾ.ಸಾ 1 ನೇ ರವರ ಇಚ್ಚೆಗೆ ವಿರುದ್ಧವಾಗಿ ಬಲಾತ್ಕಾರವಾಗಿ ಲೈಂಗಿಕ ಸಂಪರ್ಕ ನಡೆಸಿರುತ್ತಾನೆ. ಅದೇ ಫ್ಲಾಟಿನಲ್ಲಿ ದಿನಾಂಕ 07-11-2023 ರ ವರೆಗೆ ಚಾ.ಸಾ. 1 ನೇ ರವರ ಇಚ್ಚೆಗೆ ವಿರುದ್ಧವಾಗಿ ಬಲಾತ್ಕಾರವಾಗಿ ಲೈಂಗಿಕ ಸಂಪರ್ಕ ನಡೆಸಿರುತ್ತಾನೆ.

ದಿನಾಂಕ 12-03-2025 ರಂದು ಆರೋಪಿತನು ಮಾನ್ಯ ನ್ಯಾಯಾಲಯದ ವ್ಯಾಪ್ತಿಗೆ ಒಳಪಡುವ ಮಂಗಳೂರು ನಗರದ ಕೆ.ಎಸ್. ರಾವ್ ರಸ್ತೆಯಲ್ಲಿರುವ ಪೂಂಜಾ ಇಂಟರ್ ನ್ಯಾಷನಲ್ ಹೊಟೇಲಿನಲ್ಲಿ ತನ್ನ ಹೆಸರಿನಲ್ಲಿ ಕೊಠಡಿ ಸಂಖ್ಯೆ 305 ನ್ನು ಬುಕ್ ಮಾಡಿದ್ದು, ದಿನಾಂಕ 12-03-2025 ರಿಂದ ದಿನಾಂಕ 15-03-2025 ರ ವರೆಗೆ ಅದೇ ಕೊಠಡಿಯಲ್ಲಿ ವಾಸ್ತವ್ಯವಿದ್ದು, ಈ ಸಮಯ ಆರೋಪಿತನು ಚಾ.ಸಾ. 1 ನೇ ರವರನ್ನು ಮದುವೆಯಾಗುವುದಾಗಿ ನಂಬಿಸಿ ಅವರಿಗೆ ಸುಳ್ಳು ಭರವಸೆಗಳನ್ನು ನೀಡಿ ಚಾ.ಸಾ. 1 ನೇ ರವರ ಇಚ್ಚೆಗೆ ವಿರುದ್ಧವಾಗಿ ಬಲವಂತವಾಗಿ ಲೈಂಗಿಕ ಸಂಪರ್ಕ ನಡೆಸಿರುತ್ತಾನೆ. ಬಳಿಕ ಚಾ.ಸಾ.1 ನೇ ರವರು ಆರೋಪಿತನಲ್ಲಿ ಮದುವೆ ವಿಚಾರ ಮಾತನಾಡಿದಾಗ ಆರೋಪಿತನು ಚಾ.ಸಾ. 1 ನೇ ರವರಲ್ಲಿ ನಿನ್ನ ಜಾತಿಯವರನ್ನು ಮದುವೆಯಾಗಲು ಆಗುವುದಿಲ್ಲ ಎಂದು ಹೇಳಿ ಕೈಯಿಂದ ಚಾ.ಸಾ. 1 ನೇರವರ ಕೈಗೆ ಹಲ್ಲೆ ಮಾಡಿ ನೀನು ಆತ್ಮಹತ್ಯೆ ಮಾಡಿಕೊ ಎಂದು ಹೇಳಿ ಹೋಗಿರುತ್ತಾನೆ.

ಆರೋಪಿತನಿಗೆ ಚಾ.ಸಾ. 1 ನೇ ರವರು ಪರಿಶಿಷ್ಟ ಜಾತಿಯ ಹೊಲೆಯ ಉಪ ಜಾತಿಗೆ ಸೇರಿದವರೆಂದು ಗೊತ್ತಿದ್ದರೂ ಕೂಡಾ ಚಾ.ಸಾ. 1 ನೇ ರವರನ್ನು ಮದುವೆಯಾಗುವುದಾಗಿ ನಂಬಿಸಿ ಅತ್ಯಾಚಾರವೆಸಗಿ ಬಳಿಕ ಮದುವೆಯಾಗಲು ನಿರಾಕರಿಸಿದ್ದು ಆರೋಪಿತನು ಕಲಂ, 69, 115(2) BNS & U/S 3 (1) (w) (i) (ii), 3 (2) (v-a) Sc/St (PREVENTION ATTROCITIES) Act ರಂತೆ ಅಪರಾಧ ಎಸಗಿರುವುದು ತನಿಖೆಯಿಂದ ಧೃಢಪಟ್ಟಿರುತ್ತದೆ."

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As observed hereinabove, filing of the charge sheet is what has driven the petitioner to this Court in the subject petition.

10. The learned senior counsel for the petitioner has taken this Court through the statements recorded of the complainant to demonstrate that all the years i.e., 7 or 8 years the petitioner and the complainant knew each other, they have had sexual relationship. 7 or 8 years of sexual relationship cannot mean that it was on promise of marriage. A man cannot by deceitful means have relationship with a woman for 7 to 8 long years. In the case at hand, the relationship initially was for about 4 years when they were pursuing their respective studies and after gap of a year, the two again began the second bout of relationship. If the sexual acts between the complainant and the petitioner is on promise of marriage and the petitioner has breached it, the complainant had no warrant to go back to the petitioner after gap of a year and begin the relationship all over again. It is, therefore, a clear case where the petitioner and the 2nd respondent/complainant have had sexual relationship, but not on the promise of marriage. It is the case of the complainant herself that for 7 to 8 years they know

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each other and were in love. The relationship between the two turning sore or it breaking cannot mean that the petitioner would stand guilty of the offence under Section 69 of the BNS. Section 69 of the BNS reads as follows:

> "**69. Sexual intercourse by employing deceitful means, etc**.—Whoever, by deceitful means or by making promise to marry to a woman without any intention of fulfilling the same, has sexual intercourse with her, such sexual intercourse not amounting to the offence of rape, shall be punished with imprisonment of either description for a term which may extend to ten years and shall also be liable to fine.
>
> *Explanation*.—"deceitful means" shall include inducement for, or false promise of employment or promotion, or marrying by suppressing identity.
>
> **NOTES►** In the Penal Code 1860, prior to repeal, having sexual intercourse on false promise of marriage, employment, promotion or by supressing identity was not recognised as an offence."

Section 69 punishes a person who by deceitful means or making promise of marriage to a woman without any intention of fulfilling the same has had sexual intercourse and becomes open for punishment under Section 69 which is 10 years imprisonment. The soul of the provision is deceitful means. It cannot be said that the petitioner has had sexual relationship with the complainant by deceitful means for over 8 years. The deceitful means under Section

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69 has for the first time sprung on 01-07-2024 by introduction of a new provision in BNS. By then, the two have had 6 years of sexual relationship. It cannot be that the new provision springs in new allegations between the two. Section 69 is akin to what was being alleged throughout of Section 376(2)(n) of the IPC coupled with Section 420, where breach of promise of marriage was the fulcrum of the allegation in every case. This is now being made use of to become the fulcrum of Section 69. Whether the offence has happened today or offence has happened 10 years ago, Section 69 is what is being pulled in by the complainant.

11. The Apex Court in interpreting Section 376(2)(n) and Section 420 of the IPC where sexual intercourse had happened between the accused and the victim for years which is alleged that it was on the promise of marriage and its breach had become the reason for registration of the complaint or the crime, held that such allegations of sexual relationship between the two can never become the allegation of rape. I, therefore, deem it appropriate to notice the judicial landscape.

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11.1. The Apex Court in the case of **DR. DHRUVARAM MURLIDHAR SONAR v. THE STATE OF MAHARASHTRA**[1] has held as follows:

"…. …. ….

> **11.** In State of Karnataka v. M. Devendrappa [State of Karnataka v. M. Devendrappa, (2002) 3 SCC 89 : 2002 SCC (Cri) 539] , it was held that while exercising powers under Section 482 CrPC, the court does not function as a court of appeal or revision. Inherent jurisdiction under the section though wide has to be exercised sparingly, carefully and with caution and only when such exercise is justified by the tests specifically laid down in the section itself. It was further held as under : (SCC p. 94, para 6)
>
> > "*6.* … It would be an abuse of process of the court to allow any action which would result in injustice and prevent promotion of justice. In exercise of the powers court would be justified to quash any proceeding if it finds that initiation/continuance of it amounts to abuse of the process of court or quashing of these proceedings would otherwise serve the ends of justice. When no offence is disclosed by the complaint, the court may examine the question of fact. When a complaint is sought to be quashed, it is permissible to look into the materials to assess what the complainant has alleged and whether any offence is made out even if the allegations are accepted in toto."
>
> … … …
>
> **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**

[1] **(2019) 18 SCC 191**

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."

11.2. Later, the Apex Court in the case of **SHAMBHU KHARWAR v. STATE OF UTTAR PRADESH**[2] has held as follows:

"…. …. ….

9. In Pramod Suryabhan Pawar v. State of Maharashtra [Pramod Suryabhan Pawar v. State of Maharashtra, (2019) 9 SCC 608 : (2019) 3 SCC (Cri) 903] a two-Judge Bench of this Court of which one of us was a part (D.Y. Chandrachud, J.), held in Sonu v. State of U.P. [Sonu v. State of U.P., (2021) 18 SCC 517] observed that: (Pramod Suryabhan Pawar case [Pramod Suryabhan Pawar v. State of Maharashtra, (2019) 9 SCC 608 : (2019) 3 SCC (Cri) 903] , SCC pp. 616-18 & 620, paras 12, 14, 16 & 18)

> "*12*. This Court has repeatedly held that consent with respect to Section 375IPC 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**

[2] **(2022) SCC OnLine SC 1032**

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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)

… … …

11. 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 376IPC. 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

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ingredients of the offence under Section 375IPC 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.

12. 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 482CrPC. 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 376IPC were not established. The High Court has, therefore, proceeded to dismiss the application under Section 482CrPC on a completely misconceived basis."

11.3. In **XXXX v. STATE OF MADHYA PRADESH**[3] the Apex Court holds as follows:

"…. …. ….

9. While getting her statement recorded under Section 164CrPC, she admitted that she knew the appellant since 2017. On account of dispute with her husband, she was living with her parents. As she got acquainted with the appellant, they fell in love. In 2018, the appellant went to Maharashtra for job. However, he used to visit her home and take care of the complainant as well as her daughter. In 2019, the appellant assured the complainant that he will marry her in case she takes divorce from her husband who used to harass and beat her. For this reason, she divorced her husband and solemnised marriage with the appellant in a temple in January 2019. Thereafter, they started living together with her daughter born from the previous marriage. Despite assurance, the appellant did not solemnise court marriage. After marriage was solemnised in temple, treating the appellant as her husband, they both started leading a married life having physical relations from January 2019 till

[3] **(2024) 3 SCC 496**

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June 2020. The appellant treated the complainant as his wife. Thereafter, the appellant refused to respond to her calls and even marry her.

… … …

11. Further, in the FIR the complainant stated that she got divorce from her earlier husband on 10-12-2018. In the statement under Section 164CrPC, she stated that marriage between the appellant and the complainant was solemnised in a temple in January 2019. However, the date of divorce as claimed by the complainant is belied from the copy of the decree annexed with the appeal as Annexure P-9, where divorce by mutual consent was granted to the complainant and her husband vide judgment dated 13-1-2021. The aforesaid fact could not be disputed. Meaning thereby, the complainant besides the facts in the FIR and also in the statement under Section 164CrPC regarding her divorce from the earlier marriage, sought to claim that she had remarried with the appellant during subsistence of her earlier marriage.

12. From the contents of the complaint, on the basis of which FIR was got registered and the statement got recorded by the complainant, it is evident that there was no promise to marry initially when the relations between the parties started in the year 2017. In any case, even on the dates when the complainant alleges that the parties had physical relations, she was already married. She falsely claimed that divorce from her earlier marriage took place on 10-12-2018. However, the fact remains that decree of divorce was passed only on 13-1-2021. It is not a case where the complainant was of an immature age who could not foresee her welfare and take right decision. She was a grown up lady about ten years elder to the appellant. She was matured and intelligent enough to understand the consequences of the moral and immoral acts for which she consented during subsistence of her earlier marriage. In fact, it was a case of betraying her husband. It is the admitted case of the prosecutrix that even after the appellant shifted to Maharashtra for his job, he used to come and stay with the family and they were living as husband and wife. It was also the stand taken by the appellant that he had advanced loan

of Rs 1,00,000 to the prosecutrix through banking channel which was not returned back."

11.4. In **JASPAL SINGH KAURAL v. STATE OF NCT OF DELHI**[4] the Apex Court has held as follows:

"…. …. ….

13. At the outset, we refer to the ratio in *Naim Ahamed* v. *State (NCT of Delhi)* [*Naim Ahamed* v. *State (NCT of Delhi)*, (2023) 15 SCC 385] whereby this Hon'ble Court had decided a similar matter, wherein allegedly, the prosecutrix had also given her consent for a sexual relationship with the appellant-accused, upon an assurance to marry. The prosecutrix, who was herself a married woman having three children, had continued to have such relationship with the appellant-accused, at least for about five years till she gave the complaint. In the conspectus of such facts and circumstances, this Court had observed as under : (SCC pp. 398-99, paras 21-22)

> "*21*. The bone of contention raised on behalf of the respondents is that the prosecutrix had given her consent for sexual relationship under the misconception of fact, as the accused had given a false promise to marry her and subsequently he did not marry, and therefore such consent was no consent in the eye of the law and the case fell under Clause Secondly of Section 375IPC. In this regard, it is pertinent to note that there is a difference between giving 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 only with a view to satisfy his lust, whereas in case of breach of promise, one cannot deny a possibility that the accused might have given a promise with all seriousness to marry her, and subsequently might have encountered certain circumstances unforeseen by him or the circumstances

[4] **(2025) 5 SCC 756**

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beyond his control, which prevented him to fulfil his promise. So, it would be a folly to treat each breach of promise to marry as a false promise and to prosecute a person for the offence under Section 376. As stated earlier, each case would depend upon its proved facts before the court.

***22*. In the instant case, the prosecutrix who herself was a married woman having three children, could not be said to have acted under the alleged false promise given by the appellant or under the misconception of fact while giving the consent to have sexual relationship with the appellant. Undisputedly, she continued to have such relationship with him at least for about five years till she gave complaint in the year 2015. Even if the allegations made by her in her deposition before the court, are taken on their face value, then also to construe such allegations as "rape" by the appellant, would be stretching the case too far. *The prosecutrix being a married woman and the mother of three children was mature and intelligent enough to understand the significance and the consequences of the moral or immoral quality of act she was consenting to*. Even otherwise, if her entire conduct during the course of such relationship with the accused, is closely seen, it appears that she had betrayed her husband and three children by having relationship with the accused, for whom she had developed liking for him. She had gone to stay with him during the subsistence of her marriage with her husband, to live a better life with the accused. Till the time she was impregnated by the accused in the year 2011, and she gave birth to a male child through the loin of the accused, she did not have any complaint against the accused of he having given false promise to marry her or having cheated her. *She also visited the native place of the accused in the year 2012 and came to know that he was a married man having children also, still she continued to live with the accused at another premises without any grievance. She even obtained divorce from her husband by mutual consent in 2014, leaving her three children with her husband. It was only in the year 2015 when some disputes must have taken place between*

> ***them, that she filed the present complaint*. The accused in his further statement recorded under Section 313CrPC had stated that she had filed the complaint as he refused to fulfil her demand to pay her huge amount. Thus, having regard to the facts and circumstances of the case, it could not be said by any stretch of imagination that the prosecutrix had given her consent for the sexual relationship with the appellant under the misconception of fact, so as to hold the appellant guilty of having committed rape within the meaning of Section 375IPC."**
>
> (emphasis supplied)

14. The decision in *Naim Ahamed* [*Naim Ahamed* v. *State (NCT of Delhi)*, (2023) 15 SCC 385] is squarely applicable to the conspectus of present case. It has been time and again settled by this Hon'ble Court, that the mere fact that physical relations were established pursuant to a promise to marry will not amount to a rape in every case. An offence under Section 375IPC could only be made out, if promise of marriage was made by the accused solely with a view to obtain consent for sexual relations without having any intent of fulfilling said promise from the very beginning, and that such false promise of marriage had a direct bearing on the prosecutrix giving her consent for sexual relations. [*Mahesh DamuKhare* v. *State of Maharashtra*, (2024) 11 SCC 398 : 2024 SCC OnLine SC 3471]

15. Upon a bare perusal of the FIR and the charge-sheet, the following facts are clearly established:

15.1. The physical relationship between the appellant and Respondent 2 was consensual from the very beginning and cannot be said to be against the will or without the consent of the prosecutrix. Even if the case of the prosecutrix is accepted, there is no material on record to show that there was any dishonest inducement, or incitement on part of the appellant."

15.2. There is also no material on record, to establish an offence of criminal intimidation under Section 506IPC against

the appellant. In fact, it is apparent from the conduct of the appellant, that he was acting in furtherance of the promise to marry. It is the own observation of the High Court, that the appellant had made a promise to marry Respondent 2 and was acting accordingly. The *mangalsutra* being prepared with the initials of the name of Respondent 2 complainant does reflect his intention and promise to marry. However, in the eventuality of a fall out or split between the parties, it cannot be said that the promise to marry was false, and the corresponding conduct dishonest.

15.3. There is also no element of criminality that can be accrued to the appellant, insofar as it is the own case of the prosecutrix, that she was in a relationship with the appellant, while being in a subsisting marriage. It is also hard to believe that the prosecutrix could have sustained a physical relationship for a prolonged period of five years [*Prashant* v. *State (NCT of Delhi)*, (2025) 5 SCC 764] , while being in a subsisting marriage, and even subsequently obtaining divorce to sustain the relationship. The prolonged period of the relationship, during which the sexual relations continued between the parties, is sufficient to conclude that there was never an element of force or deceit in the relationship. [*Mahesh Damu Khare* v. *State of Maharashtra*, (2024) 11 SCC 398 : 2024 SCC OnLine SC 3471] The prosecutrix was thus, conscious and cognizant of the consequences of her actions, and had given her consent after an active and reasoned deliberation. [*Pramod Suryabhan Pawar* v. *State of Maharashtra*, (2019) 9 SCC 608 : (2019) 3 SCC (Cri) 903]"

11.5. In **SAMADHAN v. STATE OF MAHARASHTRA**[5] the Apex Court has held as follows:

"…. …. ….

28. We find that the present case is not a case where the appellant lured respondent No. 2 solely for

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[5] 2025 SCC OnLine SC 2528

physical pleasures and then vanished. The relationship continued for a period of three long years, which is a considerable period of time. They remained close and emotionally involved. In such cases, physical intimacy that occurred during the course of a functioning relationship cannot be retrospectively branded as instances of offence of rape merely because the relationship failed to culminate in marriage.

29. This Court has, on numerous occasions, taken note of the disquieting tendency wherein failed or broken relationships are given the colour of criminality. The offence of rape, being of the gravest kind, must be invoked only in cases where there exists genuine sexual violence, coercion, or absence of free consent. To convert every sour relationship into an offence of rape not only trivialises the seriousness of the offence but also inflicts upon the accused indelible stigma and grave injustice. Such instances transcend the realm of mere personal discord. The misuse of the criminal justice machinery in this regard is a matter of profound concern and calls for condemnation.

30. In *Prashant* v. *State of NCT of Delhi*, (2025) 5 SCC 764, this Court speaking through one of us (Nagarathna, J.) observed that a mere break-up of a relationship between a consenting couple cannot result in the initiation of criminal proceedings. What was a consensual relationship between the parties at the initial stages cannot be given a colour of criminality when the said relationship does not fructify into a marriage. The relevant portion is extracted as under:

> "20. In our view, taking the allegations in the FIR and the charge-sheet as they stand, the crucial ingredients of the offence under Section 376(2)(n)IPC are absent. A review of the FIR and the complainant's statement under Section 164CrPC discloses no indication that any promise of marriage was extended at the outset of their relationship in 2017. Therefore, even if the prosecution's case is accepted at its face value, it cannot be concluded that the complainant engaged in a sexual relationship with the appellant solely on account of any assurance of marriage from the appellant. The relationship between the parties was cordial and also

> consensual in nature. A mere break up of a relationship between a consenting couple cannot result in initiation of criminal proceedings. What was a consensual relationship between the parties at the initial stages cannot be given a colour of criminality when the said relationship does not fructify into a marital relationship. Further, both parties are now married to someone else and have moved on in their respective lives. Thus, in our view, the continuation of the prosecution in the present case would amount to a gross abuse of the process of law. Therefore, no purpose would be served by continuing the prosecution."
>
> **(underlining by us)**

31. This Court is conscious of the societal context in which, in a country such as ours, the institution of marriage holds deep social and cultural significance. It is, therefore, not uncommon for a woman to repose complete faith in her partner and to consent to physical intimacy on the assurance that such a relationship would culminate in a lawful and socially recognised marriage. In such circumstances, the promise of marriage becomes the very foundation of her consent, rendering it conditional rather than absolute. It is, thus, conceivable that such consent may stand vitiated where it is established that the promise of marriage was illusory, made in bad faith, and with no genuine intention of fulfilment, solely to exploit the woman. The law must remain sensitive to such genuine cases where trust has been breached and dignity violated, lest the protective scope of Section 376 of the IPC be reduced to a mere formality for those truly aggrieved. At the same time, the invocation of this principle must rest upon credible evidence and concrete facts, and not on unsubstantiated allegations or moral conjecture.

… …. …

33. The appellant has unequivocally asserted that, during the subsistence of the relationship, no grievance or allegation was ever raised by respondent No. 2 regarding the absence of consent in their physical relations. It was only upon the appellant's refusal to fulfil her demand for payment of the sum of Rs. 1,50,000/- that the present criminal proceedings came to be instituted. Furthermore, the alleged incidents are stated to have occurred between 12.03.2022 and 20.05.2024; however,

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the FIR was lodged only on 31.08.2024, i.e. nearly three months after the last alleged act of sexual intimacy.

34. The FIR is conspicuously silent as to any specific allegation that the appellant had either forcibly taken or compelled respondent No. 2 to accompany him to the hotel, nor does it disclose any circumstance suggesting deceit or inducement on the part of the appellant to procure her presence there. Therefore, the only logical inference that emerges is that respondent No. 2, of her own volition, visited and met the appellant on each occasion. It is also borne out from the record that whenever the appellant brought up the subject of marriage, respondent No. 2 herself opposed the proposal. In such circumstances, the contention of respondent No. 2 that the physical relationship between the parties was premised upon any assurance of marriage by the appellant is devoid of merit and stands unsustainable.

35. We deem it appropriate to refer to the decision of this Court in *Rajnish Singh* v. *State of Uttar Pradesh*, (2025) 4 SCC 197, whereby it was held that when a woman who willingly engages in a long-term sexual relationship with a man, fully aware of its nature and without any cogent evidence to show that such relationship was induced by misconception of fact or false promise of marriage made in bad faith from the inception, the man cannot be held guilty of rape under Section 376 of the IPC. The relevant portion of the judgment is extracted as under:

> "33. There is no dispute that from the year 2006 onwards, the complainant and the appellant were residing in different towns. The complainant is an educated woman and there was no pressure whatsoever upon her which could have prevented her from filing a police complaint against the accused if she felt that the sexual relations were under duress or were being established under a false assurance of marriage. On many occasions, she even portrayed herself to be the wife of the appellant thereby, dispelling the allegation that the intention of the appellant was to cheat her right from the inception of the relationship.
>
> 34. We cannot remain oblivious to the fact that it was mostly the complainant who used to travel to meet

> the appellant at his place of posting. Therefore, we are convinced that the relationship between the complainant and the appellant was consensual without the existence of any element of deceit or misconception.
>
> 35. Further, the application filed by the complainant at One Stop Centre, Lalitpur on 23-3-2022, makes it abundantly clear that she was in a consensual relationship with the appellant since 2006. It is alleged in the complaint that when she had proposed that they should marry and live together, the appellant physically abused her and beat her up. If at all there was an iota of truth in this allegation then the FIR should have been registered immediately after this incident. However, it is only when it came to the knowledge of the complainant that the appellant was getting married to another woman, in an attempt to stop his marriage, she filed aforesaid complaint at the One Stop Centre wherein she also admitted that she was equally guilty as the appellant and therefore, his marriage must be stopped.
>
> xxx
>
> 39. It is, therefore, clear that the accused is not liable for the offence of rape if the victim has wilfully agreed to maintain sexual relations. The Court has also recognised that a prosecutrix can agree to have sexual intercourse on account of her love and passion for the accused."
>
> **(underlining by us)**

36. By the impugned order dated 06.03.2025, the High Court observed that although it was contended on behalf of the appellant that the relationship between him and respondent No. 2 was consensual in nature, no such categorical statement was made by him in the memo of application and that the plea of consent was merely inferred. In this regard, reliance was placed by the High Court on the case of *Ganga Singh* v. *State of Madhya Pradesh*, (2013) 7 SCC 278 : (2013) 3 SCC (Civ) 505 : (2013) 3 SCC (Cri) 314, wherein this Court had stated that unless there was a specific defence of a consensual relationship, such a defence cannot be inferred.

37. The said finding of the High Court, however, fails to appreciate that a plain reading of the FIR in question itself reveals that the relationship between the

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parties was, in fact, consensual, inasmuch as respondent No. 2 met the appellant whenever he expressed a desire to meet her. Furthermore, respondent No. 2, being a major and an educated individual, voluntarily associated with the appellant and entered into physical intimacy on her own volition. It is also pertinent to note that, at the relevant time, the marriage of respondent No. 2 was subsisting. In light of the foregoing circumstances, even upon a bare reading of the material on record, it is manifest that the relationship between the parties was consensual, and therefore, the absence of an express statement to that effect in the memo of application, as emphasised in the impugned order, cannot be held against the appellant when the same can be otherwise clearly discerned.

38. At this stage it is material to refer to the decision of this Court in *Mahesh Damu*, wherein the following observations were made:

> "29. It must also be clear that for a promise to be a false promise to amount to misconception of fact within the meaning of Section 90IPC, it must have been made from the very beginning with an intention to deceive the woman to persuade her to have a physical relationship. Therefore, if it is established that such consent was given under a misconception of fact, the said consent is vitiated and not a valid consent. In this regard we may refer to *Deepak Gulati* v. *State of Haryana* [*Deepak Gulati* v. *State of Haryana*, (2013) 7 SCC 675 : (2013) 3 SCC (Cri) 660], in which it was held as follows : (SCC pp. 682-84, paras 21 & 24)
>
> "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.

xxx

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."

(underlining by us)"

11.6. In **BATLANKI KESHAV (KESAVA) KUMAR ANURAG v. STATE OF TELANGANA**[6] the Apex Court has held as follows:

"…. …. ….

25. In the chats which have been placed on record along with the additional documents, the *de-facto* complainant, who is referred to by the name 'Muffin', has admitted that she was manipulative and was trying to "get a green card holder". At one point of time, she also stated that it would not be difficult for her to trap the next one. In the very same breath, she mentions that she would not waste time with the accused appellant and needs to "invest on the next victim". She also mentions that she would irritate her victims to the extent that they dump her, and she could happily start with the next one. She also stated that she was using the accused appellant.

26. These chats depict the stark reality about the behavioral pattern of the *de-facto* complainant who appears to be having manipulative and vindictive tendency.

27. Thus, in our opinion, the accused appellant was absolutely justified in panicking and backing out from the proposed marriage upon coming to know of the aggressive sexual behaviour and the obsessive nature of the *de-facto* complainant.

28. Hence, even assuming that the accused appellant retracted from his promise to marry the complainant, it cannot be said that he indulged in sexual intercourse with the *de-facto* complainant under a false promise of marriage or that the offence was committed by him with the *de-facto* complainant on the ground that she belonged to the Scheduled Castes/Scheduled Tribes community.

29. It is also relevant to mention here that in FIR No. 751 of 2021, the *de-facto* complainant has not even made a whisper

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[6] **2025 SCC OnLine SC 1258**

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about the accused appellant dumping her on the ground of her caste. Thus, apparently this allegation which has been set out in the subsequent FIR No. 103 of 2022 lodged almost after seven months is nothing but a sheer exaggeration which must be discarded.

30. Having considered the entirety of facts and circumstances as available on record, we are of the firm opinion that allowing prosecution of the accused appellant to continue in the impugned FIR No. 103 of 2022 would be nothing short of a travesty of justice in addition to being a gross abuse of the process of Court. The impugned FIR No. 103 of 2022 is nothing but a bundle of lies full of fabricated and malicious unsubstantiated allegations levelled by the complainant. The facts on record clearly establish the vindictive and manipulative tendencies of the complainant and these aspects have a great bearing on the controversy."

11.7. Again, in the case of **AMOL BHAGWAN NEHUL v. STATE OF MAHARASHTRA**[7] the Apex Court has held as follows:

"…. …. ….

8. Having heard both sides in this case and after carefully considering the material on record, the following attributes come to the fore:

(a) Even if the allegations in the FIR are taken as a true and correct depiction of circumstances, it does not appear from the record that the consent of the Complainant/Respondent no. 2 was obtained against her will and merely on an assurance to marry. The Appellant and the Complainant/Respondent no. 2 were acquainted since 08.06.2022, and she herself admits that they interacted frequently and fell in love. The Complainant/Respondent no. 2 engaged in a physical relationship alleging that the Appellant had done so

[7] **2025 SCC OnLine SC 1230**

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without her consent, however she not only sustained her relationship for over 12 months, but continued to visit him in lodges on two separate occasions. The narrative of the Complainant/Respondent no. 2 does not corroborate with her conduct.

(b) The consent of the Complainant/Respondent no. 2 as defined under section 90 IPC also cannot be said to have been obtained under a misconception of fact. There is no material to substantiate "inducement or misrepresentation" on the part of the Appellant to secure consent for sexual relations without having any intention of fulfilling said promise. Investigation has also revealed that the *Khulanama*, was executed on 29.12.2022 which the Complainant/Respondent no. 2 had obtained from her ex-husband. During this time, the parties were already in a relationship and the alleged incident had already taken place. It is inconceivable that the Complainant had engaged in a physical relationship with the Appellant, on the assurance of marriage, while she was already married to someone else. Even otherwise, such promise to begin with was illegal and unenforceable *qua* the Appellant.

(c) There is no evidence of coercion or threat of injury to the Complainant/Respondent no. 2, to attract an offence under section 506 IPC. It is improbable that there was any threat caused to the Complainant/Respondent no. 2 by the Appellant when all along the relationship was cordial, and it was only when the Appellant graduated and left for his hometown to Ahmednagar, the Complainant/Respondent no. 2 became agitated. We also cannot ignore the conduct of the Complainant/Respondent no. 2 in visiting the native village of the Appellant without any intimation, which is also unacceptable and reflects the agitated and unnerved state of mind of the Complainant/Respondent no. 2. For the same reason, the criminal prosecution against the

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Appellant herein is probably with an underlying motive and disgruntled state of mind.

(d) There is also no reasonable possibility that the Complainant/Respondent no. 2 or any woman being married before and having a child of four years, would continue to be deceived by the Appellant or maintain a prolonged association or physical relationship with an individual who has sexually assaulted and exploited her.

9. In our considered view, this is also not a case where there was a false promise to marry to begin with. 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 Courts, but blots the identity of an individual accused of such a heinous offence. This Court has time and again warned against the misuse of the provisions, and has termed it a folly[3] to treat each breach of promise to marry as a false promise and prosecute a person for an offence under section 376 IPC."

11.8. The Apex Court in the case of **PRAMOD KUMAR NAVRATNA v. STATE OF CHHATTISGARH**[8], holds as follows:

"…. …. ….

16. Section 376(2)(n) of the IPC provides for enhanced punishment in cases where rape is committed repeatedly on the same woman. It mandates rigorous imprisonment for a term of not less than ten years which may extend to life imprisonment for the remainder of the person's natural life. The object of this provision is to address aggravated instances of sexual assault where the offence is not a single incident but has occurred repeatedly on the same victim. The expression "repeatedly" employed in the provision is of significance. It contemplates

[8] 2026 SCC OnLine SC 154

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more than one act of sexual assault, committed at different points in time on the same victim. Courts have consistently interpreted this phrase to mean a series of acts that are separate in nature and not a continuation of a single transaction. **In genuine cases under Section 376(2)(n) of the IPC, the pattern is usually unmistakable; it is an initial act of sexual assault, followed by multiple acts under fear, pressure, captivity, or continued deceit, often when the woman is rendered vulnerable and unable to escape the situation.**

17. At the outset, we refer to the ratio in the case of *Naim Ahamed* v. *State (NCT of Delhi)*, (2023) 15 SCC 385 whereby this Court had decided a similar matter, wherein allegedly, the prosecutrix had also given her consent for a sexual relationship with the accused-appellant therein, upon an assurance to marry. The prosecutrix, who was herself a married woman having three children, had continued to have such a relationship with the accused-appellant, at least for about five years till she gave the complaint. In the conspectus of such facts and circumstances, this Court had observed as under:

> "21. The bone of contention raised on behalf of the respondents is that the prosecutrix had given her consent for sexual relationship under the misconception of fact, as the accused had given a false promise to marry her and subsequently he did not marry, and therefore such consent was no consent in the eye of the law and the case fell under Clause Secondly of Section 375 IPC. In this regard, it is pertinent to note that there is a difference between giving 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 only with a view to satisfy his lust, whereas in case of breach of promise, one cannot deny a possibility that the accused might have given a promise with all seriousness to marry her, and subsequently might have encountered certain circumstances unforeseen by him or the circumstances beyond his control, which prevented him to fulfil his promise. So, it would be a folly to treat each breach of promise to marry as a false promise and to

prosecute a person for the offence under Section 376. As stated earlier, each case would depend upon its proved facts before the court."

18. It has been time and again settled by this Court, that the mere fact that the parties indulged in physical relations pursuant to a promise to marry will not amount to a rape in every case. An offence under Section 375 of the IPC could only be made out, if promise of marriage was made by the accused solely with a view to obtain consent for sexual relations without having any intent of fulfilling said promise from the very beginning and that such false promise of marriage had a direct bearing on the prosecutrix giving her consent for sexual relations. The issue for consideration is whether, given the facts and circumstances of the case and after examining the FIR, the High Court was correct in refusing to quash the ongoing criminal proceedings against the accused-appellant arising out of FIR No. 213/2025 dated 06.02.2025 and the Chargesheet No. 269/2025.

…. …. ….

22. The Courts have to be extremely careful and cautious in identifying the genuine cases filed under Section 376(2)(n) of the IPC by identifying the essential ingredients to constitute the said offence i.e. there should be a promise of marriage made by the accused solely with a view to obtain consent for sexual relations and without having any intent of fulfilling said promise from the very beginning, and that such false promise of marriage had a direct bearing on the prosecutrix giving her consent for sexual relations. Such genuine cases that deserve prosecution of the accused must be clearly demarcated from the litigation that arises from the cases of consensual relationships between consenting adults going acrimonious on account of dispute and disagreement or a future change of mind. In view of the aforesaid settled position of law, the respondent No. 1-State and the complainant-respondent No. 3 has failed to place any material on record to show how the accused-appellant on the subsequent meetings managed to repeatedly coax and dupe the complainant-respondent No. 3 into having physical relations with him on the false

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pretext of marriage considering the fact that within initial meetings, both parties were aware about the marital status of the victim and therefore it cannot be, by any stretch imagination said that the consent of the complainant-respondent No. 3 has been vitiated or obtained on fraud and misrepresentation made by the accused-appellant.

23. At this stage, it is material to refer to the decision of this Court in *Mahesh Damu Khare* v. *State of Maharashtra*, (2024) 11 SCC 398, wherein the following observations were made:

> "29. It must also be clear that for a promise to be a false promise to amount to misconception of fact within the meaning of Section 90 IPC, it must have been made from the very beginning with an intention to deceive the woman to persuade her to have a physical relationship. Therefore, if it is established that such consent was given under a misconception of fact, the said consent is vitiated and not a valid consent. …"

24. On a perusal of the allegations made in the present case, it is an admitted fact that the complainant-respondent No. 3, within the first initial meetings told the accused-appellant that she was a married woman with divorce proceedings pending before the Family Court. Therefore, in the same breath, she cannot be allowed to claim and allege that she was also coaxed by the accused-appellant into having a physical relationship with him on the false pretext of marriage as the two facts cannot stand together on the same plane and simultaneously as both are antagonistic and antithetical to each other. In our opinion, the facts of the present case clearly indicate a consensual relationship gone sour whereas both the parties should have exercised restraint and should have refrained from involving the State into their personal relationship turning rancour.

25. At this juncture, it is important to place reliance upon the observations in *Prashant* v. *State of NCT of Delhi*, (2025) 5 SCC 764, wherein this Court speaking through one of us (Nagarathna, J.) observed that a mere break-up of a relationship between a consenting couple

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cannot result in the initiation of criminal proceedings. What was a consensual relationship between the parties at the initial stages cannot be given a colour of criminality when the said relationship does not fructify into a marriage. Furthermore, this Court in *Samadhan* v. *State of Maharashtra*, 2025 SCC OnLine SC 2528 through one of us (Nagarathna, J.) observed that this Court has, on numerous occasions, taken note of the disquieting tendency wherein failed or broken relationships are given the colour of criminality. The offence of rape, being of the gravest kind, must be invoked only in cases where there exists genuine sexual violence, coercion, or absence of free consent. To convert every soured relationship into an offence of rape not only trivialises the seriousness of the offence but also inflicts upon the accused indelible stigma and grave injustice. Such instances transcend the realm of mere personal discord. The misuse of the criminal justice machinery in this regard is a matter of profound concern for the judiciary already facing a heavy load and calls for condemnation.

26. In this regard, it would be apposite to rely on the judgment in the case of *State of Haryana* v. *Bhajan Lal*, 1992 Supp (1) SCC 335 ("*Bhajan Lal*") with particular reference to paragraph 102 therein, where this Court observed thus:

> "102. In the backdrop of the interpretation of the various relevant provisions of the Code under Chapter XIV and of the principles of law enunciated by this Court in a series of decisions relating to the exercise of the extraordinary power Under Article 226 or the inherent powers under Section 482 of the Code which we have extracted and reproduced above, we have given the following categories of cases by way of illustration wherein such power could be exercised either to prevent abuse of the process of any court or otherwise to secure the ends of justice, though it may not be possible to lay down any precise, clearly defined and sufficiently channelised and inflexible guidelines or rigid formulae and to give an exhaustive list of myriad kinds of cases wherein such power should be exercised.

> (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.
>
> xxx
>
> (3) Where the uncontroverted allegations made in the FIR or complaint and the evidence collected in support of the same do not disclose the commission of any offence and make out a case against the Accused.
>
> xxx
>
> (6) Where there is an express legal bar engrafted in any of the provisions of the Code or the concerned Act (under which a criminal proceeding is instituted) to the institution and continuance of the proceedings and/or where there is a specific provision in the Code or the concerned Act, providing efficacious redress for the grievance of the aggrieved party.
>
> (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."

27. On a careful consideration of the aforementioned judicial dictum, we find that the offence alleged against the accused-appellant herein is not made out at all. In fact, we find that the allegation of rape on false pretext of marriage even when taken on its face value, does not amount to an offence of rape and hence not liable for punishment under Section 376(2)(n) of the IPC in the instant case and therefore, the judgment of this Court in the case of *Bhajan Lal* squarely apply to the facts of these cases. Therefore, it is neither expedient nor in the interest of justice to permit the present prosecution emanating from the FIR and consequent Sessions Case No. 89/2025 to continue."

11.9. The Apex Court in the case of **SHAILESHBHAI GOVINDBHAI MAKWANA v. STATE OF MAHARASHTRA[9],** has held as follows:

"…. …. ….

18. A careful perusal of the records indicates that:-

(i) Both parties were aware that they were earlier married to different spouses;

(ii) The complainant at a point when her divorce was not finalized put up a matrimonial advertisement;

(iii) Admittedly, for over a period of 04 years, the parties travelled together and established a physical relationship;

(iv) The physical relationship which the complainant states to have been forceful was on 17.10.2017;

(v) Admittedly, even after 17.10.2017 parties travelled together and had a physical relationship;

(vi) No complaint of the incident of 17.10.2017, about the forcible sexual intercourse and the unnatural sex was lodged till 09.02.2021.

19. **In the above background, the question is whether the appellant under a promise of marriage deceived the respondent? In the light of the admitted facts, parties had knowledge that they were married to some other spouse earlier and the admitted fact is that before obtaining a divorce the respondent-complainant gave a matrimonial advertisement and before finalization of divorce had sexual relationship and never complained of any force by the appellant for 04 years.**

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[9] SLP (Crl.) No.2260/2026, disposed on 20.04.2026

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20. **We are of the opinion that this was not a case where a promise of marriage resulted in appellant deceiving the complainant. Parties have happily cohabited together between 2017 and 2020 and, thereafter, the relationship soured.**

21. **In *Mahesh Damu Khare v. State of Maharashtra and Anr. (2024) 11 SCC 398)* this Court held as under: -**

> **"26. The complainant had taken the plea that the appellant had physical relationship with her against her consent by making a false promise that he would marry her. In this regard, it has to be considered whether making a false promise to marry amounts to an offence. If a false promise of marriage is made to a woman by a man, thus deceiving the woman leading her to engage in sexual relations, it may amount to misconception of fact, in which case the consent given by the woman may be vitiated.** In this regard one may refer to the decision of this Court in Naim Ahamed v. State (NCT of Delhi) [Naim Ahamed v. State (NCT of Delhi), (2023) 15 SCC 385] : (SCC p. 398, para 21)
>
> > "21. The bone of contention raised on behalf of the respondents is that the prosecutrix had given her consent for sexual relationship under the misconception of fact, as the accused had given a false promise to marry her and subsequently he did not marry, and therefore such consent was no consent in the eye of law and the case fell under the Clause — Secondly of Section 375IPC. In this regard, it is pertinent to note that there is a difference between giving 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 deceited the prosecutrix by giving a false promise to marry her only with a view to satisfy his lust, whereas in case of breach of promise, one cannot deny a possibility that the accused might have given a promise with all seriousness to marry her, and subsequently might have encountered certain circumstances unforeseen by him or the circumstances beyond his control, which prevented him to fulfil his promise. So, it

> would be a folly to treat each breach of promise to marry as a false promise and to prosecute a person for the offence under Section 376."
>
> 27. In our view, if a man is accused of having sexual relationship by making a false promise of marriage and if he is to be held criminally liable, any such physical relationship must be traceable directly to the false promise made and not qualified by other circumstances or consideration. A woman may have reasons to have physical relationship other than the promise of marriage made by the man, such as personal liking for the male partner without insisting upon formal marital ties.
>
> 28. Thus, **in a situation where physical relationship is maintained for a prolonged period knowingly by the woman, it cannot be said with certainty that the said physical relationship was purely because of the alleged promise made by the appellant to marry her. Thus, unless it can be shown that the physical relationship was purely because of the promise of marriage, thereby having a direct nexus with the physical relationship without being influenced by any other consideration, it cannot be said that there was vitiation of consent under misconception of fact**."

22. We are also not convinced with the reasoning of the High Court that the quash petition was not maintainable, especially, because in the present case the earlier petition was withdrawn without any discussion on the merits. Further when we have examined the facts and found that the offence alleged is not made out, we feel it will not be just to throw out the petition on maintainability. We say so on the special facts of this case."

11.10. The Apex Court in its latest judgment rendered in the case of **KUNAL RAMESHBHAI KALYANI v. STATE OF**

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GUJARAT[10], considers what would become an offence under Section 69 of the BNS and holds as follows:

"…. …. ….

2. The appellant is an accused under Section 69 of the Bhartiya Nyaya Sanhita (BNS). The appellant is aggrieved with the impugned judgment, which refused quashing of the FIR registered with Sayajiganh Police Station, Vadodara City, Gujarat dated 20.05.2025 bearing No. 11196030250292. The second respondent is the complainant, who alleged that under the pretext of the promise to marry, the appellant entered into physical relations with the second respondent and later resiled from his promise on the allegation that his mother was not favourable to such a marriage with the second respondent.

3. The High Court while declining the prayer for quashing specifically referred to the judgment of this Court in *Deepak Gulati* v. *State of Haryana*1 of which paragraph 24 is extracted hereunder:

> ***"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."*

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[10] **2026 SCC OnLine SC 1818**

4. Under the IPC, the false promise of marriage was prosecuted under Section 375 read with Section 90. Therein the requirement was to find that the consent, if at all coming out from the facts, was tainted insofar as the victim having been led to believe a promise of marriage and physical relations having been permitted only on the belief that the promise will be complied with; which the promisor even at the time of giving such promise had no intention to comply with. It was held in the aforesaid decision that misconception of fact cannot be alleged if the promise is made with good intention and later for unavoidable circumstances, the person is forced to resile from the aforesaid promise. **The BNS by incorporating Section 69 brought in a separate offence carving out the fraudulent and deceitful conduct as spoken of therein from the grave offence of rape, while at the same time providing a penalty for the deceptive conduct alleged therein. The word employed "deceitful means or by making a promise to marry to a woman without any intention of fulfilling the same" brings in the same rigor of the promise having been given with an intention of never being fulfilled, which is the deceitful conduct sought to be punished.**

5. In the present case, the FIR has been extracted by the High Court and it clearly indicates that the appellant and the complainant came into contact through a digital platform and a friendship developed between them, which later became a love affair. It is also stated in the complaint that the appellant communicated his desire to marry the complainant on the first physical meeting. The complainant is said to have succumbed to his entreaties and allowed sexual intercourse. This was on 12.02.2024 and again in April 2024, the victim is said to have stayed in a hotel for two days with the appellant. **The statements made in the complaint clearly indicate a consensual relationship and we do not find anything to find a deceitful conduct, of, the appellant having induced the complainant into sexual intercourse, which she succumbed to only on the promise to marry.** Here we reiterate that on the first occasion when they met, the complainant succumbed to the appellant's entreaties, is the specific statement made without even stating that it was on the promise to marry that physical relationship was permitted.

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> **6. On the mere communication of the desire of the appellant to marry her, we are unable to find the appellant having used any deceitful means. In any event, the very complaint is that the appellant refused to marry her later, because his mother did not permit it, which indicates that the promise was made with all good intention, if at all it was made."**
>
> (Emphasis supplied at each instance)

12.1. The Apex Court, in the case of **Dr. DHRUVARAM MURLIDHAR SONAR** *supra*, draws with unmistakable clarity, **the doctrinal line that separates rape from consensual intimacy, where two adults of their own volition, engage in consensual sexual relation over a sustained period, the subsequent refusal of the man to marry the woman, howsoever regrettable, does not, ipso facto, transmute such intimacy into the offence of rape as punishable under Section 376 of the IPC.**

12.2. The principle is reaffirmed in **SHAMBHU KHARWAR** *supra* where the Apex Court interdicted the **criminal process at the threshold holding that the relationship between the**

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parties was purely consensual and accordingly quashed the crime as well as the charge sheet.

12.3. Likewise, in **NAIM AHAMED v. STATE (NCT OF DELHI)** [**(2023) 15 SCC 385**], the Apex Court addressed **an identical factual complexion, where the complainant had even become pregnant on account of the relationship, and yet held that such circumstance, by itself cannot clothe the relationship with criminality, for pregnancy arising out of consensual intimacy.**

12.4. In **SAMADHAN** *supra* the Apex Court **sounded a note of stern caution against the disquieting tendency of coloring failed relationships, with the hue of heinous crimes. The Apex Court holds that mere breakdown of a relationship between the consenting adults, cannot constitute rape nor can the criminal law be set into motion as a retaliatory instrument, merely because the relationship did not ultimately culminate in marriage.**

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12.5. Further, in **AMOL BHAGWAN NEHUL,** the Apex Court observes that **where the complainant is already married, the allegation of physical intimacy induced by promise of marriage stands on infirm grounds, for a promise which is ex-facie unenforceable, cannot in those circumstances, be elevated into a foundation of imputing criminality.**

12.6. In **BATLANKI KESHAV (KESAVA) KUMAR ANURAG** *supra* the **Apex Court goes even further, on a perusal of contemporaneous chats, it found that the complainant had exhibited manipulative and vindictive tendencies and held that man backing out of marriage, even assuming such promise existed, cannot automatically attract the offence of rape. Holding the prosecution to be malicious and fabricated, the Apex Court obliterates the proceedings against the accused.**

12.7. In the light of the overwhelming majority of such decisions, the Apex Court has exercised its Constitutional and **inherent jurisdiction to arrest the criminal process, even at**

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the stage of registration of the crime, where the allegation taken to their highest, disclose nothing beyond a consensual relationship subsequently turning sore.

12.8. The Apex Court in **PRAMOD KUMAR NAVRATNA** *supra* observes that the essential ingredient to constitute the offence under Section 376(2)(n) of the IPC for the promise of marriage is that the promise must be made with the intention of not fulfilling it at the very outset. It is reiterated that a consensual relationship, which turns sour would not amount to a false promise of marriage.

12.9. In the case of **SHAILESHBHAI GOVINDBHAI MAKWANA**, the Apex Court, while following its earlier judgment in the case of **MAHESH DAMU KHARE v. STATE OF MAHARASHTRA** reported in **(2024) 11 SCC 398,** holds that there can be no false promise of marriage when the parties have had a prolonged relationship knowing that they are married to other spouses.

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12.10. The Apex Court in **KUNAL RAMESHBHAI KALYANI** interprets the ingredients of the offence under Section 69 of the BNS and observes that the promise to marry made with the intention of not being fulfilled would become a deceitful conduct punishable under this provision. The Apex Court further holds that mere communication of the desire of the accused to marry the complainant would not amount to using deceitful means.

Thus, the offence under Section 69 of the BNS is loosely laid against the petitioner.

13. What remains is offence under Section 115 of the BNS. Section 115 is Section 323 of the earlier regime, the IPC. It punishes a person who indulges in voluntarily causing hurt of the other. In the entire complaint or the summary of the charge sheet, not a single word of the petitioner causing hurt upon the complainant is found. The allegation is that the complainant was driven to committing suicide. That would not fall within the ingredients of Section 323 of the IPC. Therefore, the said offence also is loosely laid, more so in the light of wound certificate or the

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medico Legal Examination Report of the complainant showing no injuries on the body.

14. What remains to be considered is the offence under the Act. What is alleged is under Section 3(1)(w), it reads as follows:

> "**3. Punishments for offences of atrocities**. - (1) Whoever, not being a member of a Scheduled Caste or a Scheduled Tribe,—
>
> … … …
>
> (*w*)(*i*) intentionally touches a woman belonging to a Scheduled Caste or a Scheduled Tribe, knowing that she belongs to a Scheduled Caste or a Scheduled Tribe, when such act of touching is of a sexual nature and is without the recipient's consent;
>
> (*ii*) uses words, acts or gestures of a sexual nature towards a woman belonging to a Scheduled Caste or a Scheduled Tribe, knowing that she belongs to a Scheduled Caste or a Scheduled Tribe.
>
> *Explanation*.—For the purposes of sub-clause (*i*), the expression "consent" means an unequivocal voluntary agreement when the person by words, gestures, or any form of non-verbal communication, communicates willingness to participate in the specific act:
>
> Provided that a woman belonging to a Scheduled Caste or a Scheduled Tribe who does not offer physical resistance to any act of a sexual nature is not by reason only of that fact, is to be regarded as consenting to the sexual activity:
>
> Provided further that a woman's sexual history, including with the offender shall not imply consent or mitigate the offence;"

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Section 3(1)(w) would punish a person who intentionally touches a woman knowing that she belongs to a Scheduled Caste or a Scheduled Tribe and the touch is of a sexual nature without consent. Here lies the crux. Consensual acts for 7 years cannot mean that it was done without consent. The other offence is Section 3(2)(va) of the Act. It reads as follows:

> "(2) Whoever, not being a member of a Scheduled Caste or a Scheduled Tribe,—
>
> … … …
>
> (*v-a*) commits any offence specified in the Schedule, against a person or property, knowing that such person is a member of a Scheduled Caste or a Scheduled Tribe or such property belongs to such member, shall be punishable with such punishment as specified under the Indian Penal Code (45 of 1860) for such offences and shall also be liable to fine."

Any person commits an offence specified in the schedule against the person or property who is a member belonging to Scheduled Caste or Scheduled Tribe becomes open for punishment.

15. The only allegation in the complaint is that the marriage did not take place because of caste discrimination. This cannot be laid against the petitioner, as all of which have sprung from consensual acts between the two for seven years. Therefore, it is a

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case where the admitted allegation even would not amount to an offence under the BNS or under the Act. It is the case of the complainant herself that they met in 2017 and continued their relationship up to November, 2023. Again, after a gap, met in the year 2024 and continued the relationship up to the date of registration of the complaint. Therefore, these acts would not mean that the petitioner should be permitted to be tried.

16. In the light of the aforesaid reasons, the subject case becomes a classic illustration of abuse and misuse of Section 69 of the BNS which are now mushrooming in Courts. All consensual acts between the accused and the victim for years together are now projected to become ingredients of Section 69. I, therefore, deem it appropriate to exercise my jurisdiction under Section 482 of the CrPC/528 of the BNSS and obliterate the proceedings to save it from becoming an abuse of the process of law and result in miscarriage of justice.

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17. For the aforesaid reasons, the following:

O R D E R

(i) Criminal Petition is **allowed.**

(ii) Proceedings in Special Case No.88 of 2025 pending before the II Additional District and Sessions Judge, Mangalore, arising out Crime No.27 of 2025 stand quashed.

Consequently, I.A.No.2 of 2025 stands disposed.

Sd/-
(M.NAGAPRASANNA)
JUDGE

BKP
CT:MJ

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