

HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU

Case:- Bail App. No. 170/2025

Date of Pronouncement: 13.02.2026

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Haseeb Ul Hafiz Age 32 years,

S/o Hafizullah Khora,

R/o Infabad, Balwan Mohalla, Doda

.....Appellant(s)/Petitioner(s)

Through: Mr. Zulker Nain Sheikh, Advocate

vs

1. Union Territory of Jammu and
Kashmir through Station House
Officer, Police Station, Bahu Fort,
Jammu

..... Respondent(s)

2. XYZ,
D/o Showkat Ali Zargar,
R/o at present Trikuta Nagar, Jammu

Through: Mr. Shabir Hussain Butt, Advocate for R-2

CORAM: HON'BLE MR. JUSTICE SANJAY PARIHAR, JUDGE

ORDER

13.02.2026

1. After hearing counsels for both parties and perusing the record, it transpires that the petitioner and the respondent were in a relationship since 2017 and started living together, during which they developed physical relations. According to the complainant/respondent, she was induced into the relationship by the petitioner on the promise of marriage and was repeatedly assured that the marriage would take place in due course. When the petitioner allegedly failed to honour the said promise, she lodged a complaint on 14.10.2024. However, she later withdrew the complaint upon assurance from her parents that the petitioner would be given time to

solemnize the marriage. Consequently, she declined registration of the FIR at that stage.

2. On 02.11.2024, the petitioner is stated to have informed the SDPO City East, Jammu, that there was no promise of marriage between the parties and that a settlement agreement had been entered into on that basis. However, the respondent again filed complaints on 04.11.2024 and 07.11.2024 alleging that she had been induced into physical relations on the false promise of marriage and had been exploited. She further alleged that the so-called settlement was merely an arrangement orchestrated by the petitioner to evade criminal proceedings.
3. The Police Station, Bahu Fort, in its enquiry report dated 29.11.2024, noted that the parties had physical relations over a prolonged period. The complainant alleged that the same was obtained on a false promise of marriage, whereas the petitioner relied upon a settlement agreement dated 19.10.2024. As the police did not register the FIR, the respondent approached the Court of Sub Judge JMIC, Jammu under Section 175(3) BNS seeking directions for registration of an FIR. Vide order dated 05.06.2025, the Court found prima facie commission of an offence under Section 376 IPC and directed registration of the FIR. The petitioner challenged the FIR by filing CRM(M) No. 545/2025, which was dismissed as not pressed vide order dated 09.02.2026, granting liberty to challenge the charge-sheet, if filed.
4. The FIR is presently under investigation. By order dated 19.06.2025, this Court granted interim protection to the petitioner, subject to objections. The

respondent objected, contending that the petitioner is not entitled to anticipatory bail in view of the serious offence under Section 376 IPC and alleging that he attempted to influence witnesses. The petitioner denied these allegations and contended that no material has been placed on record to show interference in investigation.

5. During hearing, it was admitted by the respondent that ₹5,00,000/- was received under the settlement agreement dated 19.10.2024. However, it was contended that the amount pertained to previous liability and was not connected to any compromise of the alleged offence. Although the respondent alleged that the petitioner threatened witnesses, there is no material placed on record nor any statement from the Investigating Officer supporting such allegation.
6. It is settled law that a person who approaches the Court must do so with clean hands. However, in the present case, there is no discernible material to demonstrate concealment of facts by the petitioner. It is an admitted position that the parties were in a consensual relationship from 2018 till 2024. The complainant had earlier withdrawn her complaint. Whether there was a false promise of marriage or a breach of promise is a matter for investigation.
7. The official respondents have not raised objections to continuation of interim protection. There is no material to show that the petitioner has hampered the investigation. He has withdrawn his challenge to the FIR and undertaken to cooperate with the investigation.

8. Reliance placed by the respondent on the judgment in *Zeba Khan vs. State of U.P. & Others*, Criminal Appeal No. 825/2026, is distinguishable on facts, as that case involved legally untenable grant of bail and multiple acts of forgery.
9. Allegations of interference with witnesses remain unsubstantiated by the Investigating Officer and any alleged intimidation, if proved, may be dealt with by the Investigating Agency in accordance with law.
10. The allegations regarding payment of ₹5,00,000/- and its purpose are matters of investigation. Whether there was deception amounting to rape on false promise of marriage is to be determined on evidence collected during investigation.
11. In view of the above circumstances, this Court is of the considered view that the petitioner has made out a prima facie case for continuation of anticipatory bail. The interim protection granted earlier is made absolute, subject to the following conditions:
 - The petitioner shall furnish surety in the sum of ₹2,00,000/ before Reg. Judicial of this court and execute a personal bond of the like amount before the Investigating Officer.
 - He shall join and cooperate with the investigation as and when called.
 - He shall not intimidate or influence prosecution witnesses.
 - He shall not hamper or frustrate the investigation.
 - He shall surrender his passport, if any, before the Investigating Officer.

- He shall remain available during investigation and at the stage of filing of charge-sheet, if any.

(Sanjay Parihar)
Judge

Jammu
13.02.2026
Nikhil

Whether the order is speaking? Yes
Whether the order is reportable? No

