

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIRCUIT BENCH AT KOLHAPUR
CRIMINAL APPELLATE JURISDICTION**

WRIT PETITION NO. 4523 OF 2025

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| 1) Dr. Ganesh Haribhau Hol | | |
| Age: 45 years, Occupation: Doctor, | | |
| R/a. Sultanwadi Road, Koregaon, District: | | |
| Satara. | | ... Petitioner |

VERSUS

- | | | |
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| 1) The State of Maharashtra | | |
| through P. I. Koregaon Police Station, | | |
| in C. R. No. 727/2025 | | |
| | | |
| 2) Mrs. ABC | | |
| Complainant. | | ... Respondents. |

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Mr. Rajvardhan Ghadge, Advocate for Petitioner.

Mrs. Priyanka S. Rane, A.P.P. for Respondent No. 1-State.

Adv. Ramnik Pawar a/w Adv. Parvej N. Nadaf, Adv. Dinesh Sonarlikar and
Adv. Abid Sayyad, Advocate for Respondent No. 2.

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CORAM : ABHAY J. MANTRI, J.
DATE : SEPTEMBER 4, 2026

ORAL JUDGMENT :

1. The Petitioner has invoked Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (for short, "***BNSS***") to quash First Information Report bearing Crime No. 216 of 2025 (dated 23rd July, 2025) registered with

Koregaon Police Station, District Satara, for short, “**FIR**”) for the offences punishable under Sections 69 and 351(3) of the Bharatiya Nyaya Sanhita, 2023 (for short, “**BNS**”) and the consequential proceedings arising therefrom qua the Petitioner.

2. **Rule.** Rule made returnable forthwith and heard finally with the consent of the learned Advocates for the respective parties. I have perused the record, and more particularly the F.I.R., the statements of the Victim under Section 183 of the BNSS, and the record as pointed out by the learned Advocates for the respective parties.

3. On 23rd July, 2025, Respondent No. 2/Victim lodged the report against the Petitioner, alleging that, under the false promise of marriage, the Petitioner had committed repeated sexual assault on her from 17th January, 2019 to September, 2024. He also threatened to kill her and her children.

4. The husband of Respondent No. 2 died in an accident in 2011. She had one son, who was studying in the final year of B.E., and a daughter who was studying in 11th Standard Science at the time of filing of the Complaint. The Petitioner is married and has a wife and son.

5. The Petitioner as well as Respondent No. 2 are B.A.M.S. doctors. They have known each other since 2013, when Respondent No. 2 called him to take prasad at the Satyanarayan Puja.

6. Since the Satyanarayan Puja, the Petitioner as well as Respondent No. 2 had been in touch with each other. They made calls, chatted, and sent messages on their mobile phones. It is further alleged in the FIR as well as the statement under Section 183 of the BNSS that, on 17th January, 2019, for the first time, they had sexual relations. Thereafter, the relationship continued till June, 2023, at various places, such as the house of the Petitioner, Respondent No. 2, Hotel at Vita, Dist. Sangli, at Agrotourism, Wathar, Taluka Koregaon, Pickcock Hotel, Panchgani, District Satara, etc.

7. It is further alleged that the Petitioner told her that he would divorce his wife and would marry her, and under the pretext of the same, he had established a physical relationship with her between January 2019 and June 2023.

8. Based on the said complaint, an offence came to be registered vide Crime No. 216 of 2025 at Koregaon Police Station, District Satara. Being dissatisfied with the same, the Petitioner has invoked the inherent jurisdiction of this Court to quash and set aside the same.

9. Learned APP, on instructions from the Investigating Officer, submitted that during the pendency of the Petition, a charge-sheet has been filed against the Petitioner before the learned Trial Court. Her statement is accepted.

10. Learned Advocate for the Petitioner has vehemently contended that the physical relationship between the Petitioner and Respondent No. 2 was consensual and, to demonstrate the same, he has taken me through the FIR, the statement of the Informant recorded under Section 183 of the BNSS and part of the chats/messages on record (page nos. 197 to 199) and canvassed that the Petitioner never stated to the Victim that he would divorce his first wife and marry her. Therefore, the question of establishing a physical relationship with Respondent No. 2 under the false pretext of marriage does not arise. As such, he urged that the ingredients of Sections 69 and 351(3) of the BNS are not attracted against him.

11. He further submitted that since 2001, the Petitioner and Respondent No. 2 have been known to each other. In support of his submission, he has shown the photographs of his marriage (page no. 59) and submitted that she, along with her husband and child, attended his marriage. In response, the learned Advocate for Respondent No. 2 does not dispute the said contention but admits it. The said fact itself indicates that, since 2001, the Petitioner and Respondent No. 2 have known each other, and not for the first time in 2013, as alleged. Therefore, he urged that the Petitioner has made out a *prima facie* case to invoke Section 528 of the BNSS to quash the FIR and the filing of the charge-sheet pursuant to the said FIR. However, he has not specifically prayed for quashing and setting aside the charge-sheet.

12. Lastly, the learned Advocate for the Petitioner argued that, according to the allegations in the complaint as well as the statement under Section 183 of the BNSS, the sexual relationship between Petitioner and Respondent No. 2 came to an end in June 2023, and thereafter a dispute was going on between them till September, 2024. However, the FIR was lodged on 23rd July, 2025, i.e., two years after the end of their relationship and ten months after the dispute arose between them, and Respondent No. 2 has not explained the delay in lodging the FIR.

13. To buttress his submissions, he has relied upon the Judgments of the Hon'ble Supreme Court as under:

- i) *Sheikh Arif vs. The State of Maharashtra*¹ (for short "*Sheikh Arif*") (para Nos. 7 and 9),
- ii) *Pramod Suryabhan Pawar vs. The State of Maharashtra*² (for short "*Pramod*") (para no. 18),
- iii) *Prashant vs. State of NCT of Delhi*³ (for short "*Prashant*") (para nos. 17 to 19),
- iv) *Rajnish Singh @ Soni vs. State of U. P. and another*⁴ (for short "*Rajnish*") (para nos. 25, 26 and 36) and
- v) *Uday vs. State of Karnataka*⁵ (for short "*Uday*") page no. 10 (as no paragraphs have been numbered).

14. He therefore submitted that the facts in the case in hand and in those Judgments are identical and, therefore, the dictum laid down in those

1 [2024 INSC 70]

2 [AIR 2019 SC 4010]

3 [2024 INSC 879]

4 [(2025) 3 S.C.R. 303]

5 [AIR 2003 SC 1639]

Judgments is squarely applicable to the case in hand. Moreover, it is impossible to accept that Respondent No. 2 allowed the physical relationship to be maintained between 2019 and 2023 on the basis of a false promise to marry her and, therefore, the ingredients of Sections 69 and 351(3) of the BNS are not attracted. As such, he urged that the Petition be allowed.

15. *Per contra*, learned Advocate for Respondent No. 2 and learned APP for Respondent No. 1-State strenuously oppose the Petition and argue that the Petitioner had established a physical relationship with Respondent No. 2 under the false pretext of marriage, and to substantiate their contentions they took me through the FIR as well as the statement of the Victim under Section 183 of the BNSS. As such, they advanced their argument that, in view of the Judgment of the Hon'ble Supreme Court in *Anurag Soni vs. State of Chhattisgarh*⁶ (for short "*Anurag*"), it cannot be said that the consent given by Respondent No. 2 was on a misconception of facts. Still, the allegations made in the Complaint attract the ingredients of Sections 69 and 351(3) of the BNS.

16. In support of their submissions, they have relied on the Judgment of *Anurag* (supra) and drawn my attention to paragraph Nos. 12, 17 and 19 and submitted that, in view of the law laid down in the above Judgment, the Petitioner has failed to make out a case to invoke the inherent jurisdiction of this Court.

⁶ (2019) 13 SCC 1
Shubham

17. On the point of delay, they have contended that the Petitioner has categorically explained the cause of delay in filing the FIR belatedly in the last paragraph of the FIR and, therefore, it cannot be said that there was a delay in lodging the FIR.

18. Learned Advocate for Respondent No. 2 further submitted that, assuming that there is a delay, it would not be fatal to the case of the prosecution on the said ground in a case involving sexual assault and, therefore, submitted that the delay would not affect the case of the prosecution.

19. Finally, they submitted that, to ascertain the discrepancy in the statement of Respondent No. 2 and the available chats/messages on record, a detailed trial is required, and, at this stage, the said controversy cannot be determined and, therefore, they urged for dismissal of the Petition.

20. Having heard the rival contentions of the learned Advocates for the respective parties and gone through the record as pointed out by them, at the outset, *prima facie*, it appears that there is a discrepancy in the FIR as well as the statement of Respondent No. 2 recorded under Section 183 of the BNSS, as well as in the supplementary statement recorded under Section 180 of the BNSS.

21. I would like to reproduce the undisputed facts of the case as under.

22. The Petitioner and Respondent No. 2 have known and are well acquainted with each other since 2001. Respondent No. 2 attended the marriage of the Petitioner in the year 2001 along with her husband and child. In the year 2011, the husband of Respondent No. 2 died in an accident. In 2013, Respondent No. 2 performed a Satyanarayan Puja at her house and called doctors in Koregaon City, including the Petitioner.

23. It is also undisputed that after the Satyanarayan Puja, the Petitioner and Respondent No. 2 were in touch on their mobile phones as well as through calls, chats and messages till 2019. It also came on record from the statement recorded under Section 183 of the BNSS of Respondent No. 2 that they have also performed Abhishek in the Mahadev temple and celebrated festivals together.

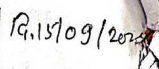
24. On 17th January, 2019, for the first time, they had a sexual relationship at the house of the Petitioner. Thereafter, the same continued at various places, as referred to above, till June, 2023. Then their cordial relationship became strained. Therefore, between June 2023 and September 2024, a dispute arose between them. From September, 2024 till the filing of the FIR on 23rd July, 2025, they were neither in touch with each other nor did

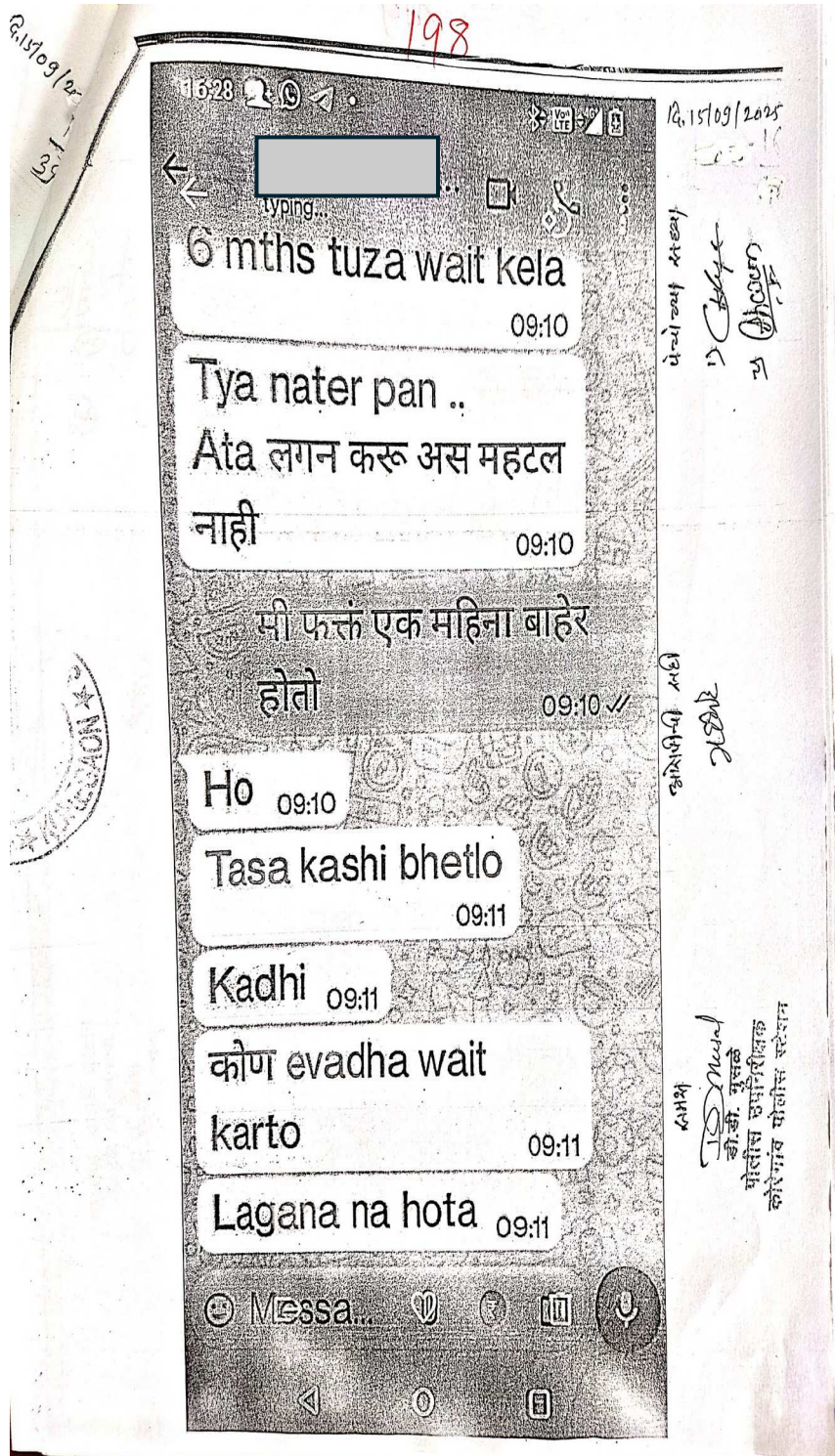
Respondent No. 2 lodge the complaint against the Petitioner immediately thereafter. However, Respondent No. 2 lodged the report afterwards.

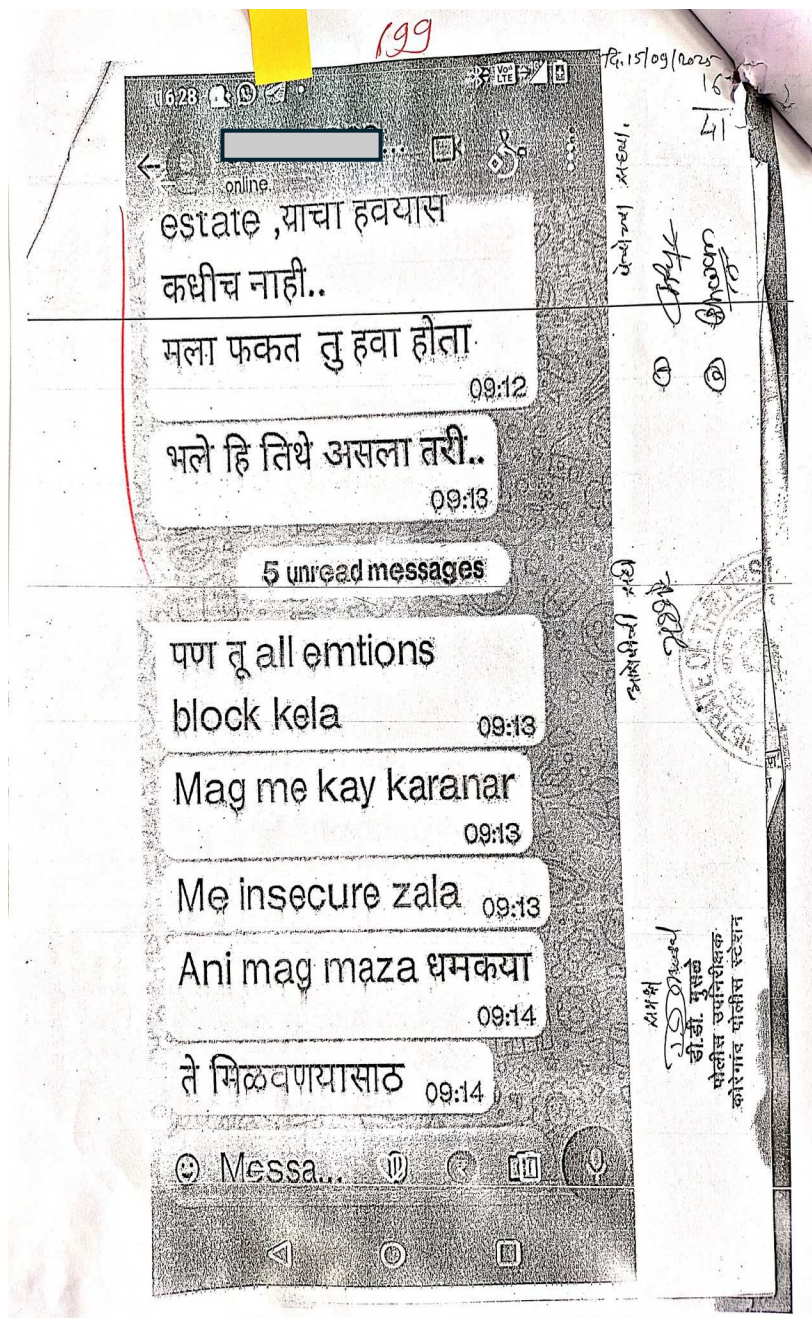
25. The aforesaid facts categorically indicate that the Petitioner and Respondent No. 2 have known each other since 2001, were in contact from 2013, and developed a close relationship and started meeting with each other frequently. Then, between 17th January, 2019 and June, 2023, they established sexual relations multiple times. Nowhere in the statements has she alleged that the Petitioner forcibly committed sexual intercourse with her, or that he threatened her or, under fear, pressure, or continued deceit, committed sexual intercourse with her, but the averment in the FIR as well as the statement under Section 183 of the BNSS, *prima facie*, indicates that their relationship was consensual.

26. Mere allegations in the FIR or the statement under Section 183 of the BNS, without any corroborative material or conversation from the chats being produced on record along with the charge-sheet, to demonstrate that the Petitioner, under the false promise of marriage, established a physical relationship with her.

27. It would be appropriate to reproduce the relevant part of the chat page nos. 197 to 199 as under:







28. The above chats produced on record indicate that the Petitioner never stated to her that he would marry her. But they had jointly searched for a marriage proposal for Respondent No. 2. Similarly, the chat at page no. 199, on a bare perusal thereof, indicates that Respondent No. 2 chatted with him that he might reside with his wife, but she wanted him.

29. It is worth noting that Respondent No. 2 is a B.A.M.S. doctor, 49 years old, and has one son who had completed engineering and one daughter who was pursuing her education in science. Likewise, the Petitioner is married and has a wife and son. Respondent No. 2 was aware of the said fact. Despite the said fact, she had established sexual/physical relations with him between January, 2019 and June, 2023 for quite a long period, i.e., more than four years.

30. Though Respondent No. 2 alleged that, under the false promise of marriage, the Petitioner had established physical relations with her, except for mere vague words in the FIR and statements, no material or documents have been produced on record to substantiate her allegations in the FIR. Therefore, *prima facie*, her allegations appear to be fallacious.

31. Apart from that, it is pertinent to note that Respondent No. 2 is a well-educated lady and was a major and was aware of the consequences of the relationships/act done by her. Despite this, she established a physical relationship with the Petitioner. In such an eventuality, it cannot be said that she was not aware of the consequences of establishing a physical relationship with a married person without marrying him. Therefore, it is unreliable to accept that Respondent No. 2 allowed the physical relationship to be maintained with the Petitioner from January, 2019 to June, 2023 under the pretext of a false promise of marriage.

32. Turning to the question of delay regarding the lodging of the FIR, it is evident from the FIR and statement under Section 183 of the BNSS that since June, 2023, they had neither a physical relationship nor, from September, 2024, were they in any contact with each other. However, between June, 2023 and September, 2024, some dispute arose between them as alleged therein. Thereafter, until July, 2025, Respondent No. 2 did not file any complaint against the Petitioner but remained silent. No convincing reason has been stated in the FIR. In the FIR, though she has alleged that the Petitioner frequently avoided her and quarrelled with her, he threatened to kill her and her children and, therefore, the delay occurred in lodging the FIR. However, she has not filed a single complaint regarding the quarrels between them from June, 2023 to September, 2024, or regarding the alleged threat by the Petitioner, until filing this complaint.

33. Had it been the fact that the Petitioner had threatened her, then certainly she would have filed a complaint in the police station against him, but the non-filing of the complaint leads to draw an adverse inference against her and creates a doubt about the allegations made in the FIR in that regard. Therefore, *prima facie*, I find substance in the argument advanced by the learned Advocate for the Petitioner that Respondent No. 2 failed to explain the delay caused in lodging the FIR.

34. In light of the above facts and discussions, a short but crucial question which arises for consideration is “*whether the Petitioner had sexual intercourse with Respondent No. 2 by employing deceitful means or a false promise to marry without any intention of fulfilling the same from its very inception?*”

35. While dealing with the aforesaid question, it is relevant to reproduce **Section 69 of BNS** as under:-

“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.*

36. The above section provides that if any person, by ***deceitful means*** or by making a false promise to marry a woman without any intention of fulfilling the same, including inducement, makes a false promise of marrying ***by suppressing identity***, and has sexual intercourse with her, it would constitute an offence under section 69 of the BNS. Section 69 punishes **deceit**, and not *disappointment*.

37. The legislature, considering the change in the scenario of society, has introduced and incorporated this new section in the BNS, which

is an exception carved out to the offence of rape and is distinguished from the definition of rape. While dealing with this, the Court has to appraise the following factors:

- (a) *Whether the promise of marriage was false from its very inception*
- (b) *Whether objective evidence “chats, messages, photos” supports the claim of the alleged victim.*
- (c) *Whether the parties are adults and **capable of giving consent**.*

38. After considering the above ingredients of Section 69 of BNS, it would reveal that the object of the legislature is to punish deceit and not disappointment. Moreover, every romantic failure cannot be painted as deceit. To prove the guilt of the accused for the offence punishable under Section 69 of BNS, the prosecution must establish that the promise was false from the very inception; otherwise, the offence would not be made out. Apart from this, this Court has to ensure that criminal law remains a shield against fraud and not a weapon for settling personal disputes over failure of relationship. If the relationship and acts of the Petitioner and Respondent No. 2 were consensual and voluntary, and showed that they were in a relationship devoid of any coercion, fraud, or misrepresentation, then no offence under Section 69 of BNS would be made out.

39. To attract the ingredients of Section 69 of the BNS, the material on record *prima facie* demonstrates that the man can convince a woman into having sexual intercourse or he induces a woman to have sexual intercourse by either making a false promise of marriage which had to take place on a future date or false promise of marriage by suppressing identity.

40. In the case at hand, no material is produced on record to *prima facie* demonstrate that the Petitioner was able to convince Respondent No. 2 into having sexual intercourse by deceitful means, or he induced her to have sexual intercourse by either making a false promise of marriage since inception which had to take place on a future date or false promise of marriage by suppressing identity or as contemplated in Section 69.

41. In addition, I would like to refer to and reproduce paragraph nos. 21 to 26, 28, 31 and 37 of the law laid down by the Hon'ble Supreme Court in *Samadhan S/o Sitaram Manmothe vs. State of Maharashtra and another*⁷ (for short "*Samadhan*"). Paragraph nos. 21 to 26, 28, 31 and 37 read as under:

“21. 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 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.

22. *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.*
23. *In the present case, a bare perusal of the FIR and the statement on record reveals that respondent No.2 met the appellant, who is a practising advocate, for the first time in reference to a case which was instituted by respondent No.2 against her husband. Thereafter, they exchanged numbers and kept in touch regularly. Over a passage of time, respondent No.2 and the appellant developed a close relationship and started meeting each other frequently. During this time, they established sexual relations multiple times between 12.03.2022 to 20.05.2024. The appellant contends that during the course of their relationship, not once did respondent No.2 file a complaint regarding the alleged non-consensual sexual relations, and it is inconceivable that the appellant would force himself upon her for so many years without there being any protest or complaint from the side of respondent No.2. Notably, it was only in August of 2024 when the appellant refused to fulfil respondent No.2's demand of payment of Rs.1,50,000/- that the instant criminal case came to be instituted against the appellant.*
24. ***Another question which arises for consideration is whether the appellant engaged in physical relationship with respondent No.2 based on a deception or a false promise to marry.***
25. ***The allegation of rape in the present case hinges entirely on respondent No.2's claim that appellant established physical relations with her on false pretext of marriage. It is alleged by the appellant that respondent No.2 opposed the idea of marriage whenever the appellant broached the said idea; however, the appellant kept on insisting possibly this was because her first marriage was in subsistence. It is, however, not clear as to why, despite being opposed to the***

idea of marriage, respondent No.2 continued to meet the appellant and indulged in physical relations with him even though she was already married.

26. *The FIR in the present case also states that in September 2022, when respondent No. 2 found out that she was pregnant with the appellant's child, she told the appellant, "You live your life, and I will live my life". At that time, the appellant again assured her that they would get married and asked for some time from respondent No. 2, to which she refused. However, despite her refusal to be with the appellant, respondent No.2 continued to meet him at Hotel Citizen and engaged in physical relations with him.*

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

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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.

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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 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 of 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.*

42. Bare perusal of the above observations, *prima facie*, makes it clear that the facts in the case at hand and in the aforesaid Judgment are identical and, therefore, the law laid down by the Hon'ble Supreme Court in the above Judgment is squarely applicable to the case at hand.

43. The next point argued by learned Advocate for Respondent No. 2 and learned APP is that the facts in the case in hand and the facts in *Anurag* (supra) are identical and, therefore, the mandate laid down in the said case is squarely applicable to the case at hand. They have drawn my attention to paragraph Nos. 12, 17 and 19 of the said Judgment.

44. On perusal of the said Judgment, it reveals that the Petitioner and Victim therein were unmarried and knew each other. They were in a love affair. The Petitioner therein was a Junior Doctor in a Government Hospital, and the Victim was studying Pharmacy in Bhilai. Apart from that, their family members were also aware of their relationship. In the said case, it was alleged that the Petitioner or Accused therein allured the Victim with a promise to marry and had physical relations with her. They had physical relations thrice between 29th April, 2013 and 30th April, 2013. Then the Victim informed her family members about the said incident on 6th May, 2013, and then some social functions were scheduled between them till 30th May, 2013 and 20th June, 2013 regarding their marriage. Still, the same did not take place and, therefore, on 21st June, 2013, the Victim lodged the FIR,

i.e., immediately after the said incident, and no delay occurred. However, in the case at hand, both are B.A.M.S. doctors and are married to their respective spouses. The Victim is 49 years old and has two children. Similarly, the Petitioner is married and has a wife and son. Respondent No. 2 was aware of these facts since 2001. From June 2023 to 23rd July, 2025, no complaint was lodged, nor was any delay of more than 24 months explained; therefore, the facts in *Anurag* (supra) and the case at hand cannot be said to be identical; rather, they are quite different. Accordingly, the mandate laid down therein does not apply to the case at hand.

45. Besides, it is to be noted that in *Sheikh Arif* (supra), the facts were that the victim made allegations that, in the year 2012, by giving a false promise of marriage, the accused therein had sexual intercourse with her on a number of occasions. The victim was pregnant, so an abortion was done. Even thereafter, their physical relationship continued. Then engagement took place between them. Even after the engagement, their physical relationship continued, and she was pregnant. The Hon'ble Supreme Court, after considering the Judgment in *Anurag* (supra), in paragraph nos. 7 and 9 categorically held that “*it is impossible to accept that the Victim/Respondent No. 2 therein allowed the physical relationship to be maintained with her from 2013 to 2017 on the basis of false promise to marry.*”

46. In the said case, the Accused and Victim therein were in a physical relationship from February, 2013 to December, 2017. Both were majors, and after considering the same, the Hon'ble Supreme Court quashed and set aside the Judgment of the High Court as well as the FIR, and the filing of the charge-sheet pursuant to the said FIR was also quashed.

47. In view of the above also, the law laid down by the Hon'ble Supreme Court in the case of *Anurag* (supra) is hardly of any assistance to Respondent No. 2 in support of her contentions.

48. The Hon'ble Supreme Court, in the above-said judgments, considered the facts which are a little bit similar to the facts in the case at hand. The Hon'ble Supreme Court, after considering the material before it, has categorically observed that the relationship between the parties was consensual in nature. A mere breakup of a relationship between a consenting couple cannot result in the initiation of criminal proceedings.

49. In *Pramod* (supra), the Hon'ble Supreme Court, in paragraph no. 18, reads as under:

“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 has 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."

50. In **Rajnish** (supra), after considering the various Judgments of the Hon'ble Supreme Court, it was held that "*it is difficult to hold that sexual intercourse in the course of a relationship which has continued for eight years, as "rape", especially in the face of the complainant's own allegation that they lived together as husband and wife, is sufficient to conclude that there was never an element of force or deceit in the relationship.*" The facts in the case in hand are squarely covered by the dictum laid down in the above Judgment.

51. In the wake of the above discussion and having gone through the record, I do not find substance in the argument advanced by the learned Advocate for Respondent No. 2 and learned APP that, since inception, the intention of the Petitioner was fraudulent and, therefore, without obtaining the consent of the Victim or by obtaining her consent under the false pretext of marriage, he had committed repeated sexual intercourse with her. On the contrary, as held by the Hon'ble Supreme Court in **Sheikh Arif** (supra), it is impossible to accept that Respondent No. 2 allowed the physical relationship to be maintained with her between January, 2019 and June, 2023 on the basis of a false promise to marry. But, as held by the Supreme Court in **Samadhan** (supra), from the facts gathered above, it can be inferred that Respondent No. 2, being a 49-year-old lady and educated, voluntarily associated with the

Petitioner and entered into physical intimacy of her own volition. It is also pertinent to note that, at the relevant time, the marriage of the Petitioner was subsisting.

52. In the light of the foregoing circumstances, even upon a perusal of the material on record, it is manifest that the relationship between the parties was cordial and also consensual in nature and, therefore, the absence of the express statement to that effect in the FIR, as emphasised by the learned Advocate for Respondent No. 2 and learned APP for Respondent No. 1-State, cannot be held against the Petitioner when the same can otherwise be clearly discerned. That being so, it can be inferred that the physical relationship between the Petitioner and Respondent No.2 was consensual and voluntary. The relationship was devoid of any coercion, fraud or misrepresentation. The prosecution *prima facie* failed to point out that the Petitioner, under a false promise to marry, had sexual intercourse with the Respondent No. 2, or that the false promise of marriage was from its very inception to deceive the victim. Likewise, objective evidence, i.e., “chats, messages, photos,” does not support the victim's allegations. As such, I am of the considered view that the material which has been produced on record definitely was not to the extent that there was a false promise of marriage or deceitful means from the side of the present Petitioner to have sexual intercourse with Respondent No. 2. Hence I answer question in the negative.

53. Furthermore, despite granting an opportunity to the learned Advocate for Respondent No. 2 and learned APP, except for mere allegations in the FIR and statement under Section 183, they have failed to point out any other material to support the said allegations which would constitute the ingredients of Sections 69 and 351(3) of the BNS so as to involve the Petitioner in the present crime.

54. Though learned APP tried to argue on the observations made in the medical certificate, in view of the facts as referred above, the medical certificates are hardly of any assistance to the prosecution, as since June, 2023, the Petitioner and Respondent No. 2 were not in a physical relationship with each other. Moreover, Respondent No. 2 is a married lady having two children. Thus, the said medical certificate is not helpful to the prosecution in support of its case.

55. In regard to constituting an offence under Section 351(3), except for mere vague and general allegations in the FIR, no material is produced on record to demonstrate that the Petitioner threatened to kill her and her children.

A mere breakup of the relationship between them cannot result in the initiation of criminal proceedings, when she has not filed a single complaint regarding the alleged threat by the Petitioner until filing this complaint.

56. Had it been the fact that the Petitioner had threatened her, then certainly she would have filed a complaint in the police station against him. Still, the non-filing of the complaint leads to draw an adverse inference against her and creates a doubt about the allegations made in the FIR in that regard. Thus, it cannot be said that the ingredients of Section 351(3) would be attracted.

57. To sum up, the above discussion reveals that the Petitioner has made out a case to invoke the inherent powers of this Court under Section 528 of the BNSS to quash the FIR bearing Crime No. 216 of 2025 (dated 23rd July, 2025) registered with Koregaon Police Station, District Satara, for the offences punishable under Sections 69 and 351(3) of the BNS and the filing of the charge-sheet pursuant to the same in the Trial Court. Thus, in my view, continuing the prosecution in the present case will be a gross abuse of the process of Law. Therefore, no purpose will be served by continuing the prosecution.

58. Consequently, *the Petition is allowed in terms of prayer clause (a).*

59. Accordingly, I hereby quash and set aside FIR bearing Crime No. 216 of 2025 (dated 23rd July, 2025) registered with Koregaon Police Station, District Satara, for the offences punishable under Sections 69 and 351(3) of the BNS, and the filing of Regular Criminal Case No. 204 of 2025 in connection with the said FIR is quashed and set aside.

60. The Rule is made absolute in the above terms. No order as to costs.
61. Inform the concerned Court accordingly.

(ABHAY J. MANTRI, J.)