



CNR: KAHC010481062025

NC: 2026:KHC:45604  
CRL.P No. 10398 of 2025

**IN THE HIGH COURT OF KARNATAKA AT BENGALURU**

**DATED THIS THE 24<sup>TH</sup> DAY OF AUGUST, 2026**

**BEFORE**

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

**CRIMINAL PETITION NO. 10398 OF 2025**

**BETWEEN:**

DR. RAHUL SHETTY,  
S/O DR. SATHISH SHETTY,  
AGED ABOUT 51 YEARS,  
R/AT NO.1215, HIG, 8TH B CROSS,  
YELAHANKA NEW TOWN,  
BENGALURU NORTH,  
BENGALURU 560064.

...PETITIONER

(BY SRI. D. KRISHNAMOORTHY, ADVOCATE)

**AND:**

1. THE STATE BY YELAHANKA  
NEW TOWN POLICE STATION,  
BENGALURU,  
REP. BY STATE PUBLIC PROSECUTOR,  
HIGH COURT,  
BANGALORE 560001.
2. SUMA R,  
D/O RANGAIAH,  
AGED ABOUT 33 YEARS,  
R/AT AMBEDKARBEEDI, MASANAPURA,  
CHAMARAJA NAGAR 571117.

**ALSO AT** DURGA WOMENS PG,  
NO.24, KODIGEHALI MAIN ROAD,

Digitally  
signed by  
CHETAN B C  
Location: High  
Court of  
Karnataka



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OPP. TO MANAPURAM GOLD LOAN,  
SAHAKARA NAGAR POST, SANJEEVINI NAGAR,  
BANGALORE 560092.

...RESPONDENTS

(BY SMT. WAHEEDA M.M, HCGP FOR R-1;  
SRI. ARUNA KUMAR.A, ADVOCATE FOR R-2 [ABSENT])

THIS CRL.P IS FILED U/S 482 CR.PC (FILED U/S 528 BNSS) PRAYING TO CALL FOR THE TRIAL COURT RECORDS AND AFTER PERUSAL OF THE SAME, BE PLEASED TO QUASH THE ENTIRE PROCEEDINGS IN CRIME NO.324/2025 BEFORE THE YELAHANKA NEW TOWN P.S. FOR THE OFFENCE P/U/S. 417, 420, 376, 427, 504, 506 OF IPC ON THE FILE OF THE 7TH ADDL. CJM, BANGALORE AGAINST THE PETITIONER HEREIN IN THE INTEREST OF JUSTICE AND EQUITY.

THIS PETITION, COMING ON FOR ADMISSION, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

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

**ORAL ORDER**

The petitioner is before the Court seeking the following prayer:

"Wherefore it is most humbly prayed that this Hon'ble Court may be pleased to call for the Trial Court records and after perusal of the entire proceedings in Crime No.324/2025 before the Yelahanka New Town Police Station for the Offence Punishable Under Section 417, 420, 376, 427, 504, 506 of Indian Penal Code on the file of the 7th Addl. Chief Judicial Magistrate, Bangalore against the petitioner herein in the interest of justice and equity."



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2. Heard Sri.D.Krishnamoorthy, learned counsel appearing for the petitioner, Smt.Waheeda M.M., learned HCGP appearing for respondent No.1 and have perused the material on record.

3. Facts in brief, germane, are as follows:

3.1. The petitioner is the accused, second respondent-the complainant. It is the case of the complainant that she enters the clinic of the petitioner as a patient and develops friendship, friendship blossoms into relationship and the relationship continues between two for a period of three years.

3.2. The complaint comes to be registered on the score that the petitioner has had physical relationship with the complainant on the pretext of marriage and has breached the promise of marriage. Therefore, it amounts to rape and offences punishable under Sections 417 and 420 of the IPC. The registration of the crime is what has driven the petitioner to this Court in the subject petition.



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4. Learned counsel appearing for the petitioner submits that the petitioner at no point in time had promised marriage nor has indulged in any act that would become forcible physical relationship, it was all consensual acts for a period of three years. This cannot be termed as rape, is the submission of the learned counsel for the petitioner.

5. The counsel for respondent No.2 had remained continuously absent and therefore, the matter was passed over in the forenoon and again in the afternoon and even now, there is no representation on behalf of the complainant. Therefore, the learned counsel appearing for the petitioner and learned HCGP Smt.Waheeda M.M. is heard in the matter.

6. Learned HCGP would however contend that the matter is still at the stage of investigation and the matter must be permitted to be investigated into and should not be obliterated at this stage.



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

8. The aforesaid narrated facts are a matter of record. The relationship between the two is narrated in the petition which is a patient and doctor. The patient and the doctor get intimate for about three years and after about three years when the relationship turned sour comes the impugned complaint against the petitioner by the complainant. Since the entire issue is triggered from the registration of the complaint, I deem it appropriate to notice the complaint.

"ರವರಿಗೆ,

ಪೊಲೀಸ್ ಉಪ ನಿರೀಕ್ಷಕರು

ಯಳಂದೂರು ಪೊಲೀಸ್ ಠಾಣೆ

ಯಳಂದೂರು

ಇಂದ,

ಕು|| ಸುಮ ಆರ್ ಬಿನ್ ರಂಗಯ್ಯ,

33 ವರ್ಷ. ಸ್ಟಾಫ್‌ನರ್ಸ್ ಕೆಲಸ, ಅಂಬೇಡ್ಕರ್ ಬೀದಿ,

ಮಸಣಾಪುರ ಗ್ರಾಮ, ಚಾ|| ನಗರ ತಾ:- 571117

ಹಾಲಿವಾಸ- ಸುಹಾಸ್ ಬಿಲ್ಡಿಂಗ್ # 3/5, 09 ನೇ ಕ್ರಾಸ್ ರಸ್ತೆ,

ಪಂಪಾ ಎಕ್ಸ್‌ಟೆನ್ಸನ್, ಕೆಂಪಾಪುರ, ಹೆಬ್ಬಾಳು, ಬೆಂಗಳೂರು-560024



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ಪೋನ್ ನಂ.-6360713109.

ಮಾನ್ಯರೆ,

ವಿಷಯ:- ನನ್ನನ್ನು ಮದುವೆಯಾಗುವುದಾಗಿ ನಂಬಿಸಿ ನನ್ನ ಜೊತೆ ದೈಹಿಕ ಸಂಪರ್ಕ ಮಾಡಿ ಈಗ ಮದುವೆಯಾಗಲು ನಿರಾಕರಿಸಿ ನಮ್ಮ ಮದುವೆಗೆ ಸಾಕ್ಷಿಯಾಗಿದ್ದ ನನ್ನ ಮೊಬೈಲ್ ಪೋನ್‌ನ್ನು ಹೊಡೆದು ಹಾಕಿ ನನಗೆ ಅವಾಚ್ಯ ಶಬ್ದಗಳಿಂದ ನಿಂದಿಸಿರುವ ಡಾ| ರಾಹುಲ್ ಶೆಟ್ಟಿ ಎಂಬುವರ ವಿರುದ್ಧ ಪ್ರಕರಣ ದಾಖಲಿಸಲು ಕೋರಿ.

>>>><<<<

ನಾನು ಮೇಲ್ಕಂಡ ವಿಳಾಸದಲ್ಲಿ ವಾಸವಾಗಿದ್ದು ಕಳೆದ 06 ವರ್ಷದಿಂದ ಸ್ವಾಫ್ ನರ್ಸ್ ಆಗಿ ಕೆಲಸ ಮಾಡಿ ಕೊಂಡಿದ್ದು ನಾನು 2018 ರಿಂದ 2019 ರ ವರೆಗೆ ಬೆಂಗಳೂರಿನ ಯಲಹಂಕ ಓಲ್ಡ್ ಟೌನ್ ನಲ್ಲಿರುವ ಶುಶೂಷ ಆಸ್ಪತ್ರೆಯಲ್ಲಿ ಇದೆ. ನಂತರ ನಾಗರಬಾವಿಯಲ್ಲಿರುವ ಪೋರ್ಟೀಸ್ ಆಸ್ಪತ್ರೆಯಲ್ಲಿ ಕೆಲಸಕ್ಕೆ ಸೇರಿಕೊಂಡಿದ್ದು ಅವರು ಕೆಎಂಸಿ ಸರ್ಟಿಫಿಕೇಟ್ ಕೇಳಿದ್ದು ಅದು ಶುಶೂಷ ಆಸ್ಪತ್ರೆಯಲ್ಲಿಯೇ ಇದ್ದ ಕಾರಣ ಮತ್ತೆ ವಾಪಸ್ ಶುಶೂಷ ಆಸ್ಪತ್ರೆಗೆ ಸೇರಿಕೊಂಡೆ. ನಾನು ಈ ಆಸ್ಪತ್ರೆಯಲ್ಲಿ ಸುಮಾರು 03 ವರ್ಷಗಳ ಕಾಲ ಕೆಲಸ ಮಾಡಿದೆ ಆ ಸಮಯದಲ್ಲಿ ನಮ್ಮ ಆಸ್ಪತ್ರೆಗೆ ಡಾ|| ರಾಹುಲ್‌ಶೆಟ್ಟಿ ಎಂಬುವರು (ಸುಮಾರು 48 ವರ್ಷ) ಪ್ಲಾಸ್ಟಿಕ್ ಸರ್ಜರಿ ಸ್ಪೆಷಾಲಿಸ್ಟ್ ಆಗಿ ಬರುತ್ತಿದ್ದರು ಹಾಗೂ ಇವರ ತಂದೆಯವರು ತಮ್ಮ ಮನೆಯಲ್ಲಿ ಸ್ಕಿನ್ ಸ್ಪೆಷಲಿಸ್ಟ್ ಆಗಿ ಕಿನಿಕ್ ಇಟ್ಟುಕೊಂಡು ರೋಗಿಗಳನ್ನು ನೋಡುತ್ತಿದ್ದರಿಂದ ಇವರೂ ಕೂಡ ಸ್ಕಿನ್ ರೋಗಿಗಳನ್ನು ನೋಡುತ್ತಿದ್ದರು. ನಾನು ಶುಶೂಷ ಆಸ್ಪತ್ರೆಯಲ್ಲಿ ಕೆಲಸ 'ಮಾಡಿದ ನಂತರ ಮಣಿಪಾಲ್ ಆಸ್ಪತ್ರೆಗೆ ಜಾಯಿನ್ ಆಗಿ ಅಲ್ಲಿ ಕೆಲಸ ಮಾಡಿಕೊಂಡಿದ್ದೆ. ಅಲ್ಲಿಗೆ ಜಾಯಿನ್ ಆದ 3-4 ತಿಂಗಳ ನಂತರ ನನಗೆ ಸ್ಕಿನ್ ಅಲರ್ಜಿ ಮತ್ತು ಫಂಗಲ್ ಇನ್ಫೆಕ್ಷನ್ ಆಗಿ ಟ್ರೀಟ್‌ಮೆಂಟ್ ತೆಗೆದುಕೊಂಡರೂ ವಾಸಿಯಾಗಿರಲಿಲ್ಲಾ ಆಗ ನನ್ನ ಫ್ರೆಂಡ್ ಒಬ್ಬರು ಡಾ|| ರಾಹುಲ್‌ಶೆಟ್ಟಿ ರವರಲ್ಲಿ ತೋರಿಸಿಕೋ ಎಂದು ಸಲಹೆ ಕೊಟ್ಟರು ನಾನು ಆಗಲಿ ಎಂದು ಸುಮ್ಮನಿದ್ದೆ ಒಮ್ಮೆ ಡಾ| ರಾಹುಲ್‌ಶೆಟ್ಟಿ ರವರು ನಾನು ಡ್ಯೂಟಿ ಮಾಡುತ್ತಿದ್ದ ಮಣಿಪಾಲ್ ಆಸ್ಪತ್ರೆಗೆ ಬಂದಿದ್ದರು ಆಗ ನಾನು



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ಅವರನ್ನು ಬೇಟಿ ಮಾಡಿ ನನ್ನ ಸಮಸ್ಯೆಯನ್ನು ಹೇಳಿ ನಿಮ್ಮ ಕ್ಲಿನಿಕ್‌ಗೆ ಬರಬೇಕು ಸಾರ್ ಎಂದು ಹೇಳಿದ್ದಕ್ಕೆ ಅವರು ತಮ್ಮ ಮೊಬೈಲ್ ನಂಬರ್ ಕೊಟ್ಟು ನೀವು ಯಾವಾಗ ಬೇಕಾದರೂ ಬನ್ನಿ ಮನೆ ಮತ್ತು ಕ್ಲಿನಿಕ್ ಎರಡೂ ಒಂದೇ ಕಡೆ ಇದೆ ಎಂದು ಹೇಳಿ ಹೋಗಿದ್ದರು. ನಾನು ಒಮ್ಮೆ ಅವರಿಗೆ ಫೋನ್ ಟೀಟ್‌ಮೆಂಟ್ ಬಗ್ಗೆ ಕೇಳಿದ್ದಕ್ಕೆ ಅವರು ಫೋನ್‌ನಲ್ಲಿ ಹೇಳಲು ಆಗುವುದಿಲ್ಲ ನೀವು ಕ್ಲಿನಿಕ್‌ಗೆ ಬನ್ನಿ ಎಂದು ಲೋಕೇಷನ್ ಕಳುಹಿಸಿದ್ದರು ಆ ಸಮಯದಲ್ಲಿ ಪೀರಿಯಡ್ ಕೂಡ ಆಗಿದ್ದ ನನಗೆ ತುಂಬಾ ಸಮಸ್ಯೆಯುಂಟಾಗಿದ್ದರಿಂದ 23-10-2022 ರ ಭಾನುವಾರ ಡಾಕ್ಟರ್‌ಗೆ ಫೋನ್ ಮಾಡಿದ್ದಕ್ಕೆ ಅವರು ಬೇರೆ ಜನರಾದರೆ ಇವತ್ತು ನೋಡುವುದಿಲ್ಲ ನೀವು ಸ್ವಾಫ್ ಆಗಿರುವುದರಿಂದ ನೋಡುತ್ತೇನೆ ಮನೆಯ ಮೇಲಿರುವ ಕ್ಲಿನಿಕ್ ಸಾಯಂಕಾಲ 7-00 ಗಂಟೆಗೆ ಬನ್ನಿ ಎಂದು ಹೇಳಿದ್ದರಿಂದ ಆ ದಿನ ನಾನು ಡಾಕ್ಟರ್ ರಾಹುಲ್ ಶೆಟ್ಟಿಯವರ #121 08ನೇ ಬಿ ಕ್ರಾಸ್ ರಸ್ತೆ, ಯಲಹಂಕ ಸ್ಯಾಟ್ ಲೈಟ್ ಟೌನ್, ಯಲಹಂಕ ನ್ಯೂ ಟೌನ್, ಬೆಂಗಳೂರು-56006 ವಿಳಾಸದ ಕ್ಲಿನಿಕ್‌ಗೆ ಸಂಜೆ 7-00 ಗಂಟೆಗೆ ಹೋದೆ ನನಗೆ ಸಜೆಸ್ ಮಾಡಿದ್ದ ಸ್ನೇಹಿತೆಗೆ ಕೂಡ ಬರಲು ಹೇಳಿದೆ ಆದರೆ ಆ ದಿನ ಅವಳು ಬರಲಿಲ್ಲ. ಆ ದಿನ ನಾನು ಡಾಕ್ಟರ್‌ರವರಲ್ಲಿ ನನ್ನ ಗುಪ್ತಾಂಗದಲ್ಲಿ ಆಗಿದ್ದ ಸ್ಪ್ರಿನ್ ಸಮಸ್ಯೆಯನ್ನು ಹೇಳಿಕೊಳ್ಳುವಾಗ ಡಾ|| ರಾಹುಲ್‌ಶೆಟ್ಟಿ ರವರು ನನ್ನ ಬಟ್ಟೆಯನ್ನು ಬಿಚ್ಚಿಸಿ ಟಾರ್ಜನ್‌ನಲ್ಲಿ ನೋಡಿ ನಿನಗೆ ಸಮಸ್ಯೆ ಇದೆ ಎಂದು ಹೇಳಿ ಓಪಿ ಸ್ಲಿಪ್ ಬರೆದುಕೊಟ್ಟು ನಾನು ಬಟ್ಟೆ ಹಾಕಿಕೊಳ್ಳುವಾಗ ಹಿಂದಿನಿಂದ ಬಂದು ನನ್ನನ್ನು ಬಲವಂತವಾಗಿ ತಬ್ಬಿಕೊಂಡರು ಆಗ ನಾನು ಬಿಡಿಸಿಕೊಳ್ಳಲು ಪ್ರಯತ್ನಿಸಿದಾಗ ಅವರು ನನ್ನನ್ನು ಬಿಡದೆ ನನ್ನ ಅಂಗಾಂಗಗಳನ್ನು ಮುಟ್ಟಿ ನಾನು ನಿನ್ನನ್ನೇ ಮದುವೆಯಾಗುತ್ತೇನೆ ನನಗೆ ಇನ್ನೂ ಮದುವೆಯಾಗಿಲ್ಲ ಎಂದು ಹೇಳಿ ನಂಬಿಸಿ ನನ್ನ ಜೊತೆ ಬಲವಂತವಾಗಿ ದೈಹಿಕ ಸಂಪರ್ಕ ಮಾಡಿದರು ಆಗ ನಾನು ಪೊಲೀಸ್‌ಗೆ ದೂರು ಕೊಡುತ್ತೇನೆ ಎಂದು ಹೇಳಿದ್ದಕ್ಕೆ ರಾತ್ರಿ 10-00 ಗಂಟೆ ವರೆಗೂ ನನ್ನನ್ನು ಇರಿಸಿಕೊಂಡು ನಾನು ಜೀವನಪೂರ್ತಿ ನಿನ್ನ ಜೊತೆ ಇರುತ್ತೇನೆ ನಿನ್ನ ಕಷ್ಟಕ್ಕೆ ಆಗುತ್ತೇನೆ ಎಂದು ಕೈ ಕಾಲು ಹಿಡಿದು ಬೇಡಿಕೊಂಡರು ಹಾಗೂ ಅಲ್ಲಿಯೇ ಇದ್ದ ಗಣೇಶ ದೇವರ ಪೋಟೋ ಮತ್ತು ಅವರ ತಂದೆಯ ಪೋಟೋ ಮುಂದೆ ಪ್ರಾಮಿಸ್ ಮಾಡಿ ಹೇಳಿ ಮದುವೆಯಾಗಲು 02 ವರ್ಷಗಳ ಕಾಲಾವಕಾಶ ಕೇಳಿದ್ದರು. ನಂತರ ನಾನು ಆಟೋದಲ್ಲಿ ಹಾಸ್ಟೆಲ್‌ಗೆ ಹೋಗುತ್ತೇನೆ ಎಂದು ಹೇಳಿದ್ದಕ್ಕೆ ಅವರೇ ತಮ್ಮ ಕಾರಿನಲ್ಲಿ ನನಗೆ ಡ್ರಾಪ್ ಕೊಟ್ಟರು ಇದಾದ ನಂತರ 02 ವರ್ಷ ನನ್ನ ಜೊತೆ



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ಚೆನ್ನಾಗಿಯೇ ಇದ್ದು ಇಬ್ಬರೂ ಮೊಬೈಲ್‌ಗಳಲ್ಲಿ ಮಾತನಾಡಿಕೊಂಡು, ಮೆಸೇಜ್ ಮಾಡಿಕೊಂಡು ಇದೇವು. ಅವರ ಮನೆಯಲ್ಲಿ ನಡೆಯುವ ಪ್ರತಿಯೊಂದು ಕಾರ್ಯಕ್ರಮಕ್ಕೂ ನನ್ನನ್ನು ಕರೆದುಕೊಂಡು ಹೋಗುತ್ತಿದ್ದರು ಈ ವಿಚಾರ ಡಾಕ್ಟರ್ ರವರ ತಾಯಿ ಹೇಮಲತಾಶೆಟ್ಟಿ ಮತ್ತು ಅಕ್ಕ ರಶ್ಮಿ ರವರಿಗೂ ಗೊತ್ತಿತ್ತು. ಇದಲ್ಲದೆ ಇವರ ಇನ್ನೊಂದು ಮನೆ ರಾಜನಕುಂಟೆ ಹತ್ತಿರ ಇರುವ ನಂ-236, ಸಿಟ್ರಸ್, ಅರ್ಥ್ ವಿಲ್ಲಾಗೆ ಸಮಯ ಸಿಕ್ಕಾಗಲೆಲ್ಲಾ ನನ್ನನ್ನು ಕರೆದುಕೊಂಡು ಹೋಗಿ ನನ್ನ ಜೊತೆ ದೈಹಿಕ ಸಂಭೋಗ ಮಾಡುತ್ತಿದ್ದರು ಹಾಗೂ ಆದಷ್ಟು ಬೇಗ ನಿನ್ನ ಜೊತೆ ಮದುವೆಯಾಗುತ್ತೇನೆ ಎಂದು ಹೇಳಿ ನನಗೆ ಬರ್ತ್ ಕಂಟ್ರೋಲ್ ಪಿಲ್ಸ್ ಮಾತ್ರೆಯನ್ನು ಕೊಡುತ್ತಿದ್ದರು. ಇದನ್ನು ನಾನು ಪ್ರತಿಸಾರಿಯೂ ತೆಗೆದುಕೊಳ್ಳುತ್ತಿದ್ದ ಕಾರಣ ಪೀರಿಯಡ್ ಪ್ರಾಬ್ಲಂ ಉಂಟಾಯಿತು ಆಗ ಡಾಕ್ಟರ್ ರಾಹುಲ್‌ಶೆಟ್ಟಿಯವರೇ ನನ್ನನ್ನು 2-3 ಆಸ್ಪತ್ರೆಗೆ ಕರೆದುಕೊಂಡು ಹೋಗಿ ಚಿಕಿತ್ಸೆ ಕೊಡಿಸಿದ್ದರು. ಅಲ್ಲದೆ ಸಿಲ್ವರ್ ಲೈನ್ ಡಯಾಗ್ನಾಸ್ಟಿಕ್ಸ್, ಕಲ್ಯಾಣ್‌ನಗರ್, ಬೆಂಗಳೂರು ಮತ್ತು ಆಸ್ಪರ್ ಲ್ಯಾಬ್ ಸಿಂಗನಾಯಕನಹಳ್ಳಿ ಮತ್ತು ನ್ಯೂಬರ್ಗ್ ಆನಂದ್ ಲ್ಯಾಬ್, ಯಲಹಂಕ, ಪೈಮ ಡಯಾಗ್ನಾಸ್ಟಿಕ್ಸ್, ಬ್ಯಾಪ್ಟಿಸ್ಟ್ ಆಸ್ಪತ್ರೆಗಳಲ್ಲಿ ಹೆಲ್ತ್ ಚೆಕ್‌ಅಪ್ ಮಾಡಿಸಿದ್ದರು ಆ ಸಮಯದಲ್ಲಿ ನನ್ನ ಹೆಸರಿನ ಮುಂದೆ ಗಂಡನ ಹೆಸರು ಎಂಬುದಾಗಿ ತಮ್ಮ ಹೆಸರನ್ನೂ ಮತ್ತು ಅವರದೇ ಮೊಬೈಲ್ ನಂಬರ್ 9739879732 ಅನ್ನು ರಿಜಿಸ್ಟರ್ ಮಾಡಿಸಿದ್ದರು. ದಿನಾಂಕ 20-06-2024 ರಲ್ಲಿ ನನ್ನ ಹುಟ್ಟಿದ ಹಬ್ಬ ಇದ್ದಾಗ ಅವರು ರಾತ್ರಿ 11-35 ಕ್ಕೆ ನಾನಿದ್ದ ಹಾಸ್ಟೆಲ್‌ಗೆ ಬಂದು ಅವರ ವಿಲ್ಲಗೆ ಕರೆದುಕೊಂಡು ಹೋಗಿ ಕೇಕ್ ಕಟ್ ಮಾಡಿಸಿ. ಊಟ ಮಾಡಿಸಿದ್ದರು ನಂತರ ನಾನು ಮಲಗಿಕೊಂಡೆ ಆಗ ಅವರು ಪ್ರೈವೆಟ್ ಆಗಿ ಬಂದು ನನ್ನ ಜೊತೆ ದೈಹಿಕ ಸಂಪರ್ಕಕ್ಕೆ ಮುಂದಾದರು ಆಗ ನಾನು ಕೋಪಗೊಂಡು ಪ್ರತಿಬಾರಿಯೂ ಯಾಕೆ ಇದಲ್ಲಾ ನಾನು ಪೀರಿಯಡ್ ಆಗಿ ಸುಧಾರಿಸಿಕೊಳ್ಳುತ್ತಿದ್ದೇನೆ ಎಂದು ಹೇಳಿದ್ದಕ್ಕೆ 05ನೇ ದಿನ ತಾನೆ ಅಂತ ಹೇಳಿ ಬಲವಂತವಾಗಿ ದೈಹಿಕ ಸಂಪರ್ಕ ಮಾಡಿದರು. ದಿನಾಂಕ 20-06-24 ರಂದು ನಾನು ಒಂದು ಉಂಗುರ ತೆಗೆದುಕೊಳ್ಳಬೇಕು ಎಂದು ಹೇಳಿದ್ದಕ್ಕೆ ಅವರು ಮಲ್ಲೇಶ್ವರಂಗೆ ಕರೆದುಕೊಂಡು ಹೋಗಿದ್ದು ಸೈಜ್ ಮತ್ತು ಡಿಸೈನ್ ಸಿಗದೆ ಇದ್ದುದರಿಂದ ವಾಪಸಾಗಿದ್ದು ಆ ದಿನ ಪೀರಿಯಡ್‌ನ 05 ನೇ ದಿನವಾಗಿದ್ದರಿಂದ ದೇವಸ್ಥಾನಕ್ಕೆ ಹೋಗುವುದು ಬೇಡ ಎಂದು ನನ್ನ ಜೊತೆಯೇ ಇರಿ ಎಂದು ಹೇಳಿದ್ದಕ್ಕೆ 02 ದಿನದಿಂದ ನನ್ನ ಜೊತೆಯೇ ಇದ್ದೀನಿ ಎಂದು ಹೇಳಿ



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ಕೋಪಗೊಂಡರು ಆಗ ನಾನು 2 ದಿನಕ್ಕೇ ಈ ರೀತಿ ಆದರೆ ಇನ್ನು ಮದುವೆಯಾದ ಮೇಲೆ ಹೇಗೆ ಎಂದಿದ್ದಕ್ಕೆ ನನಗೆ ದೈಹಿಕ ಹಲ್ಲೆ ಮಾಡಿ ಮನೆಯಿಂದ ಆಚೆ ಎಳೆದುಕೊಂಡು ಬಂದು ಬಿಟ್ಟು ನನಗೆ ಅವಾಚ್ಯವಾಗಿ ಬೈದರು ಆಗ ನಾನು ಅವರ ಮನೆಯ ಒಳಗೆ ರೂಂ ಗೆ ಹೋಗಿ ಸೂಸೈಡ್ ಅಟೆಂಪ್ಟ್ ಮಾಡಿದೆ ಮತ್ತೆ ಅಲ್ಲಿಗೂ ಬಂದು ಹಲ್ಲೆ ಮಾಡಿದರು ಆಗ ನಾನು ಹೈಪೆನಾಕ್-ಪಿ ಮಾತ್ರೆಯನ್ನು ಸಾಯಲು ತೆಗೆದುಕೊಂಡೆ ಆಗ ಅವರು ನನ್ನನ್ನು ಅರ್ಧ ದಾರಿಯಲ್ಲಿ ಬಿಟ್ಟು ಹೋದರು. ನಂತರ ನಾನು ಆಸ್ಪತ್ರೆಗೆ ಹೋಗಿ ಚಿಕಿತ್ಸೆ ಪಡೆದುಕೊಂಡೆ. ನಂತರ ನಾನು ಅವರ ಮನೆಗೆ ಹೋಗಿ 02 ವರ್ಷ ಆಯಿತು ನನ್ನನ್ನು ಯಾವಾಗ ಮದುವೆ ಮಾಡಿಕೊಳ್ಳುತ್ತೀರಿ ಎಂದಿದ್ದಕ್ಕೆ ಕೋಪದಿಂದ ನನಗೆ ಬೈದರು. ಜುಲೈ-01 ರಂದು ನನ್ನನ್ನು ತಮ್ಮ ಮನೆಗೆ ಬರಮಾಡಿಕೊಂಡು 60,000 ಬೆಲೆಬಾಳುವ ನನ್ನ ಸ್ಯಾಮ್‌ಸಂಗ್ ಎಸ್-22 ಮೊಬೈಲ್ ಅನ್ನು ಪಡೆದುಕೊಂಡು ಅದರಲ್ಲಿದ್ದ ನಮ್ಮಿಬ್ಬರ ಒಡಾನಾಟಕ್ಕೆ ಇದ್ದ ಸಾಕ್ಷಿಗಳನ್ನು ಇಲ್ಲದಂತೆ ಮಾಡಲು ಮೊಬೈಲನ್ನು ಒಡೆದುಹಾಕಿದರು. ಇದಾದ 15 ದಿನಗಳ ಬಳಿಕ ಪೊನ್ ಮಾಡಿದಾಗ 60,000 ಕೊಡುತ್ತೇನೆ ಬೇರೆ ಮೊಬೈಲ್ ತೆಗೆದುಕೋ ಎಂದು ಹೇಳಿ ದುಡ್ಡು ಕೊಟ್ಟರು ಅದೇ ಮಾದರಿ ಮೊಬೈಲ್ ಸಿಗದ ಕಾರಣ ದುಡ್ಡನ್ನು ವಾಪಸ್ ಪೊನ್ ಪೇ ಮೂಲಕ 40,000 ಕೊಟ್ಟು 20,000 ಹಣವನ್ನು ನಗದು ಕೊಟ್ಟೆ. ನಂತರ ಅವರೇ ಆನ್‌ಲೈನ್‌ನಲ್ಲಿ ಸ್ಯಾಮ್‌ಸಂಗ್ ಎಸ್-23 ಮೊಬೈಲ್ ತಂದುಕೊಟ್ಟರು. ನಂತರ ಅದನ್ನೂ ಕೂಡ ದಿನಾಂಕ 27-01-2025 ನಲ್ಲಿ ಹೊಡೆದುಹಾಕಿರುತ್ತಾರೆ. ಒಂದು ದಿನ ಅವರ ತಾಯಿ ಮತ್ತು ಅಕ್ಕಳ ಜೊತೆ ಇವಳೇ ಬಂದು ಬಟ್ಟೆ ಬಿಚ್ಚಿ ನಿಂತುಕೊಂಡಳು ನಾನು ಗಂಡಸಾಗಿ ಸುಮ್ಮನಿರಲು ಆಗುವುದೇ ಇವಳು ಸರಿಯಿಲ್ಲ ಸೂಳೆ ಎಂದು ಹೇಳಿದರು ಆಗ ನಾನು ಅವಮಾನ ತಾಳಲಾರದೆ ಶಿವಲಿಂಗಕ್ಕೆ ತಲೆಹೊಡೆದುಕೊಂಡೆ ಆಗ ಡಾಕ್ಟರ್ ರವರೇ ಆಸ್ಪತ್ರೆಯವರುಗಳಿಗೆ, ನಮ್ಮ ತಂದೆ-ತಾಯಿಗೆ ಪೊನ್ ಮಾಡಿ ವಿಷಯ ತಿಳಿಸಿದ್ದರು. ಅಲ್ಲದೆ ನಾನು ಕೆಲಸಕ್ಕೆ ಹೋಗದಂತೆ ಕೆಲಸದಿಂದ ತೆಗೆಸಿದರು. ಈಗ ನನ್ನನ್ನು ಮದುವೆಯಾಗುವಂತೆ ಕೇಳಲು ಹೋದರೆ ಅವರ ಮನೆಯ ಬಳಿ ಹೋದರೆ 112 ಪೊಲೀಸ್ ಕರೆಸಿ ನನಗೆ ಅವಮಾನ ಮಾಡುತ್ತಿರುತ್ತಾರೆ. ನನಗೆ ಸುಮಾರು 04 ಬಾರಿ ಪೊಲೀಸ್ ಸ್ಟೇಷನ್‌ಗೆ ಕರೆಯಿಸಿರುತ್ತಾರೆ. 15-06-2025 ರಂದು ನನಗೆ ಪೊನ್ ಮಾಡಿ ಮಾತನಾಡಿದ್ದು ನಾನು ಬೇರೆ ಕಡೆ ಹೋಗುತ್ತೇನೆ ಎಂದು ಹೇಳಿದ್ದಕ್ಕೆ ನೀನು ಏನಾದರೂ ಮಾಡಿಕೋ ನಾನೇನು ನಿನಗೆ ತಾಳಿ ಕಟ್ಟಿದ್ದೀನ,



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ನಿನ್ನನ್ನು ಹುಟ್ಟಿಸಿದ್ದೀನಾ? ನಿನಗೆ ಎಷ್ಟು ದುಡ್ಡು ಬೇಕು ಕೇಳು ಕೊಡುತ್ತೇನೆ. ನಿನ್ನ ಮೇಲೆ ಪೊಲೀಸರಿಗೆ ದೂರು ಕೊಡುತ್ತೇನೆ ಎಂದು ಹೇಳಿದ್ದು ಮಾರನೆ ದಿನ ಯಲಹಂಕ ಪೊಲೀಸರು ನನ್ನನ್ನು ಕರೆಯಿಸಿದ್ದು ಹೋದಾಗ ಅಲ್ಲಿ ಯಾವುದೇ ಕಂಪ್ಲೆಂಟ್ ಇಲ್ಲ ಎಂದು ಹೇಳಿ ಎನ್‌ಸಿ ಹಾಕಿ ಎಂದು ಹೇಳಿ ಕಳುಹಿಸಿದ್ದರು. ಇದಾದ ಮೇಲೆ ದಿನಾಂಕ 03-06-2025 ರಂದು ಖುದ್ದು ಮಹಿಳಾ ಆಯೋಗಕ್ಕೆ ಡಾಕ್ಟರ್ ವಿರುದ್ಧ ದೂರು ಅರ್ಜಿ ನೀಡಿದ್ದೆ.

ಆದ್ದರಿಂದ ನನ್ನನ್ನು ಮದುವೆಯಾಗುತ್ತೇನೆ ಎಂದು ಹೇಳಿ ನಂಬಿಸಿ ನನ್ನ ಜೊತೆ ದೈಹಿಕ ಸಂಪರ್ಕ ಮಾಡಿ ನಮ್ಮ ಒಡನಾಟಕ್ಕೆ ಸಾಕ್ಷಿಯಾಗಿದ್ದ ಮೊಬೈಲನ್ನು ಹೊಡೆದುಹಾಕಿರುವ ಡಾ| ರಾಹುಲ್‌ಶೆಟ್ಟಿ ರವರ ಮೇಲೆ ಕಾನೂನು ಕ್ರಮ ಜರುಗಿಸಲು ಈ ಮೂಲಕ ಕೋರಿಕೆ. ನಾನು ಈ ದಿನ ಉರಿಗೆ ಬಂದಿದ್ದು ನನ್ನ ತಂದೆ-ತಾಯಿ ಜೊತೆ ಚರ್ಚಿಸಿ ಈ ದಿನ ತಡವಾಗಿ ದೂರು ನೀಡುತ್ತಿದ್ದೇನೆ.

ಸ್ಥಳ: ಮನಣಾಪುರ

ತಮ್ಮ ವಿಶ್ವಾಸಿ,

ದಿನಾಂಕ: 14-07-2025"

9. A perusal at the complaint would indicate all consensual acts between the petitioner and complainant for over three years. The breach of promise of marriage or otherwise would not amount to offence of rape as is held by the Apex Court in the case of **SAMADHAN v. STATE OF MAHARASTHRA**<sup>1</sup>. The judgment reads as follows:

"**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.

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<sup>1</sup> 2025 SCC OnLine SC 2528



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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.

**27.** In this regard, it becomes relevant to refer to the decision of this Court in the case of *Mahesh Damu Khare v. State of Maharashtra*, (2024) 11 SCC 398, ("Mahesh Damu") wherein the following observations were made:

**"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**



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consideration, it cannot be said that there was  
vitiation of consent under misconception of fact."

(underlining by us)

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.

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



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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



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**evidence and concrete facts, and not on unsubstantiated allegations or moral conjecture.**

**32.** Upon a careful consideration of the record in the present case, we are unable to discern any material that would warrant the invocation of Section 376(2)(n) of the IPC. **The facts of the present case unmistakably indicate that it is a classic instance of a consensual relationship having subsequently turned acrimonious.**

**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, 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



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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



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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.

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**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 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



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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,**



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or which were beyond his control, was unable to marry her, despite having every intention to do so. Such cases must be treated differently. An accused can be convicted for rape only if the court reaches a conclusion that the intention of the accused was mala fide, and that he had clandestine motives.

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24. Hence, it is evident that there must be adequate evidence to show that at the relevant time i.e. at the initial stage itself, the accused had no intention whatsoever, of keeping his promise to marry the victim. There may, of course, be circumstances, when a person having the best of intentions is unable to marry the victim owing to various unavoidable circumstances. The 'failure to keep a promise made with respect to a future uncertain date, due to reasons that are not very clear from the evidence available, does not always amount to misconception of fact. In order to come within the meaning of the term "misconception of fact", the fact must have an immediate relevance'. Section 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)

**39.** In *State of Haryana v. Bhajan Lal*, 1992 Supp (1) SCC 335 : 1992 SCC (Cri) 426, this Court formulated the parameters in terms of which the powers under Section 482 of the Criminal Procedure Code, 1973 (now Section 528 of the BNSS) could be exercised. While it is not necessary to revisit all these parameters, a few that are relevant to the present case may be set out. The Court held that quashing may be appropriate:

"102.

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(1) Where the allegations made in the first information report or the complaint, even if they are taken at their face value and accepted in their entirety do not prima facie constitute any offence or make out a case against the accused.

(2) Where the allegations in the first information report and other materials, if any, accompanying the



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FIR do not disclose a cognizable offence, justifying an investigation by police officers under Section 156(1) of the Code except under an order of a Magistrate within the purview of Section 155(2) of the Code.

xxx"

**40. In view of the foregoing analysis, we are unable to concur with the findings recorded by the High Court, inasmuch as the present case pertains to a consensual relationship, and the acts of respondent No. 2 clearly manifest consent to such a relationship devoid of any coercion, fraud, or misrepresentation as contemplated in Section 19 of the Indian Contract Act, 1872. In our opinion, the High Court's refusal to exercise its jurisdiction under Section 528 of BNSS is unsustainable. The acts complained of in the present case occurred within the contours of a relationship that was, at the time, voluntary and willing. The continuation of the prosecution in such facts would be nothing short of an abuse of the court machinery."**

(Emphasis supplied)

The Apex Court in the afore-quoted judgment holds that a mere break-up of a relationship between a consenting couple cannot constitute rape and cannot be given a colour of criminality when the said relationship does not fructify into a marriage.

10. In the light of the afore-quoted judgment, I deem it appropriate to close the proceedings against the petitioner in the subject proceedings.



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

**ORDER**

[I] Criminal Petition is allowed.

[II] Proceedings in Crime No.324/2025 registered by the Yelahanka New Town Police Station for the Offences punishable under Sections 417, 420, 376, 427, 504, 506 of Indian Penal Code pending before the 7th Addl. Chief Judicial Magistrate, Bangalore, stands quashed *qua* the petitioner.

**Sd/-  
(M.NAGAPRASANNA)  
JUDGE**