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

+ **BAIL APPLN. 518/2015**

**GAURAV DHIMAN**

..... Petitioner

Represented by: **Mr. Rajiv Kumar Garg with  
Ms. Kavita Rawat, Advs.**

versus

**STATE (GOVT OF NCT OF DELHI)**

..... Respondent

Represented by: **Mr. Ashok Kmar Garg, APP  
with SI Ina Kumari, PS Nand  
Nagari.**

**CORAM:**

**HON'BLE MS. JUSTICE MUKTA GUPTA**

**ORDER**

**17.10.2016**

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By the present petition, the petitioner seeks anticipatory bail in case FIR No.167/2015 under Section 376 IPC registered at PS Seemapuri.

Learned counsel for the petitioner submits that the above noted FIR was registered because initially the petitioner could not marry the complainant as his family was not willing and later when he wanted to marry the complainant, her parents refused for the same. Copy of the affidavit of the prosecutrix has also been placed on record. During the course of pendency of the present petition, the parties also opted to go for mediation however no settlement could be arrived at and rightly so because an offence punishable under Section 376 IPC being serious in nature, the parties cannot be referred for mediation.

The allegations of the complainant in the FIR are that as she was earlier working at a place and where the petitioner was also working and

thus they developed friendship, he induced her to go for outing in his car at around 9.00 PM on 14<sup>th</sup> November, 2014. The petitioner made her sit on the back seat and gave cold drink to her after which she felt dizzy. Thereafter the petitioner came on the back seat and raped her forcibly. When she came back to senses, the petitioner stated that he would marry her and she should not tell it to anybody. Later she got hospitalized and after she was discharged from the hospital, on 4<sup>th</sup> January, 2015 she along with her sister went to the office of the petitioner where he refused to keep any relationship with the complainant.

A perusal of the FIR itself would reveal that promise of marriage was post the act of the petitioner which was committed by him after intoxicating the complainant. Thus, this is not a case where the parties had entered into a relationship on the promise of marriage. This version of the prosecutrix has been reiterated by her in the statement under Section 164 Cr.P.C. Thus even though the complainant confirmed that she signed the memorandum of understanding when she was present before the Court on 25<sup>th</sup> March, 2015 however considering the allegations in the FIR wherein the promise of marriage was post the offence committed, I do not find it to be a fit case for grant of anticipatory bail.

Petition is dismissed.

**MUKTA GUPTA, J.**

**OCTOBER 17, 2016**  
**‘v mittal’**