

**IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH**

CRM-M-29872 of 2019.

Decided on:- July 17, 2019.

Sanwar Mal Yadav.

.....Petitioner.

Versus

State of Haryana and another

.....Respondents.

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA.

Present:- Mr. Vinod S. Bhardwaj, Advocate
for the petitioner.

HARI PAL VERMA, J.

The petitioner has filed present petition under Section 438 Cr.P.C. for grant of anticipatory bail in FIR No.206 dated 29.06.2019 under Sections 376(2)(n) and 506 IPC registered at Police Station Civil Line, Rohtak.

The aforesaid FIR was registered at the behest of the prosecutrix. As per the FIR, in context of loan facility, the prosecutrix approached the petitioner, who was working as Branch Manager, Bharat Finance, Prem Nagar Chowk, Rohtak. During this interaction, the petitioner enquired about marital status of the prosecutrix to which she replied that she is unmarried. The petitioner also claimed himself to be unmarried. Thereafter, the petitioner kept on calling the prosecutrix in the context of loan. One day, he proposed the prosecutrix for marriage. The prosecutrix fell in his trap and the petitioner

pressurised her to establish physical relations. The prosecutrix though opposed the petitioner, but he assured that since they have to solemnise marriage, there is nothing wrong in case physical relations are established. Despite her protest, the petitioner committed rape upon her 2-3 times in day time at Astha Hotel, Rohtak and 3-4 times in a room of the branch after the office hours. When the prosecutrix enquired as to when the petitioner will solemnise marriage with her, he refused, rather, threatened that he will spoil her life in case she will move a complaint against him. Thereafter, the prosecutrix made a complaint on 12.03.2019 to the police, where the petitioner compromised the matter with an assurance that he will stay with her and will keep on paying Rs.10,000/- per month to her. The petitioner sought for some time, but presently, he started threatening her. He stated that he is already married and the compromise was arrived at so that the complaint can be closed.

Learned counsel for the petitioner has argued that the petitioner has falsely been implicated in the case. The allegation that the complainant is unmarried and, therefore, the petitioner developed relations with her on the pretext of marriage is contrary to record as while submitting her loan documents, she herself mentioned that she is married. The FIR has been registered after due deliberation, of course, with concocted version. There is no explanation as to why she had compromised the earlier complaint dated 12.03.2019, wherein similar incidents were alleged. The complainant has not made any reference either in her affidavit prepared by her to withdraw the complaint dated 12.03.2019 or in detail compromise with regard to the facts

that the petitioner would marry her or would pay Rs10,000/- per month to her and to take care for whole life. The version of the complainant is concocted. Bharat Finance Limited from where the prosecutrix alleged to have taken loan is a finance company which works for the welfare of married, divorcee and widow ladies and does not provide any loan to unmarried ladies. There is inherent contradiction in the statement of the complainant, as on the one hand, she has claimed herself to be an unmarried lady during her interaction with the petitioner, but at the same time, while filing loan application, she has pleaded that she is a married lady.

He has further contended that the allegations so made are vague as the complainant has failed to highlight the date, time and events when the alleged rape was committed upon her. When the complainant herself has projected that she is a married lady, how she can come forward to accept the marriage proposal allegedly made by the petitioner. The very mode, manner and tenor of the alleged occurrence create a serious doubt on the prosecution version. Moreover, the prosecutrix is in the arrears of around Rs.1,50,000/- of the company and has not deposited any amount till date and, therefore, the company is taking action against her and in this manner, the FIR has been registered against the petitioner implicating him falsely.

I have heard learned counsel for the petitioner.

The allegation against the petitioner, who was working as Branch Manager, Bharat Finance Company, Rohtak is that the prosecutrix had approached him so as to avail loan and during this interaction, on finding the status of the prosecutrix that she is unmarried, he established physical

relations with her on the pretext that he will solemnise marriage with her. Thereafter, he continued to establish physical relations at different times.

The argument of learned counsel for the petitioner that the allegations are vague as there are no details of date, time and events when the alleged rape was committed upon her, cannot be accepted as in the very FIR, she has made a reference of complaint dated 12.03.2019 and as a result thereof, the petitioner had assured to help the prosecutrix and to make payment of Rs.10,000/- per month throughout his life. There are allegations that he had taken the prosecutrix to Astha Hotel, Rohtak, where rape was committed. Therefore, to ascertain this fact, the police would like to interrogate him. The petitioner is already married and since the complainant had made a complaint against him, he sought time to solemnise marriage.

The argument of learned counsel for the petitioner that the prosecutrix is a married lady and only the married, divorcee and widow ladies are entitled to avail loan from Bharat Finance Limited, cannot outrightly be accepted at this stage. Since the allegations levelled against the petitioner are serious in nature, this Court finds that no ground is made out for grant of anticipatory bail to him.

Accordingly, the present petition, being devoid of any merit, is dismissed.

July 17, 2019
Yag Dutt

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes

Whether Reportable: No