

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

CRIMINAL ANTICIPATORY BAIL APPLICATION NO. 2957 OF 2021

Rajesh Ramesh Thakur Applicant
Versus
The State of Maharashtra Respondent

Mr.Sujit B. Shelar i/b. Ganesh Rangayya for the Applicant.
Ms.Sharmila S. Kaushik, APP for the State/Respondent.
Mr. Ganesh S. Patil, for the Respondent No.2.

CORAM :SARANG V. KOTWAL, J.

DATE : 21st FEBRUARY, 2022

P.C. :

1. Leave to amend. Amendment to be carried out forthwith.
2. The Applicant is seeking anticipatory bail in connection with CR No.688 of 2021 dated 19th November, 2021 registered at Manpada Police Station, District Thane, under Sections 376, 376(2)(n), 420, 506, 323 of the Indian Penal Code.
3. Heard Sujit B. Shelar, learned counsel for the Applicant, Mr. Ganesh S. Patil, learned counsel for the Intervenor and Smt. Sharmila Kaushik, learned APP for the Respondent/State.
4. The FIR is lodged by the prosecutrix herself. She was 25 years of old. She was residing with her son and was preparing for competitive examination. Between 2019 - 2020, she was working in the

loan department of a private company. There, she met the present Applicant and she helped the Applicant in getting the loan. Thereafter, they started meeting frequently. The FIR mentions that the Applicant had told her that his first marriage had resulted in divorce and thereafter, he was married for the second time. The Applicant was not getting along with his second wife and was contemplating divorce. The Applicant told the Informant that after getting divorce from the second wife, he would marry her. The FIR further goes on to mention that on various occasions they had physical relationship at different places including in his car. In July, 2021 the Informant got pregnant but at the Applicant's instance she had taken pills resulting in abortion of her pregnancy. The FIR thereafter mentions, the instances when they had physical relationship. The FIR mentions that the physical relations were against the Informant's wish and were kept also on the promise of marriage. The Informant had tried to consume poison and she was admitted in the hospital. But at that time, the Informant had not made any grievance against the present Applicant. After the Informant was discharged from the hospital, the Applicant and his wife called the Informant and abused her. The Informant was called to police station. Again after this, the Informant consumed poison. Thereafter, on 25th October, 2021, the Applicant came to her building, called the Informant

near that building and obtained her signature on some blank papers. The Applicant transferred Rs.25,000/- in her bank's account. The Applicant on 29th October, 2021, gave her copy of MOU which purportedly bore the signature of the Applicant. According to the Informant, she had not signed that MOU. After all this, the Informant had lodged the FIR on 19th November, 2021.

5. Learned counsel for the Applicant submitted that the reading of the FIR shows that it was purely a consensual relationship. The Informant was aware of the Applicant's marital status and it is not possible to believe that on so many occasions the physical relationship took place only on the promise of marriage or against her wish as mentioned by her. He further submitted that at the time of lodging of FIR, the Informant disputed her signature on the MOU; but she has not denied receipt of Rs.25,000/- in her bank's account. The bank account shows the amount mentioned in the MOU was received by the Informant. Therefore, the Informant was not telling truth in her FIR.

6. Learned APP opposed this Application. She submitted that the laptop, mobile phone and the car were to be recovered from the Applicant.

7. Learned counsel for the Intervenor submitted that even after registration of the FIR, in the last month; the Applicant had

approached the Informant and had threatened her, for which NC complaint was lodged. He further submitted that the relationship was not consensual and it was based on the false promise of the marriage.

8. I have considered these submissions. The averments in the Application do indicate that there was consensual relationship. The Informant was definitely aware of the marital status and about the first and the second marriage of the Applicant. Even thereafter the physical relationship continued. The informant had become pregnant. The informant had consumed pills for abortion. Even thereafter, the physical relationship continued. Therefore, it is difficult to believe that as per the Informant's case, the relationship was not consensual and was against her wish or had taken place on the Applicant's false promise of marriage. The MOU disclosed that Applicant had paid her some money. The Informant had not refused acceptance of that money.

9. Considering all this, the Applicant's custodial interrogation in this case would not be justified because there is strong possibility that it was purely consensual relationship and the Informant was aware of the fact about the Applicant's marital status. With these observations, protection is granted to the applicant. It is made clear that these observations are made only for the purpose of this Application.

10. Hence the following order:

ORDER

- (i) In the event of his arrest in connection with CR No.688 of 2021 dated 19th November, 2021 registered at Manpada Police Station, the Applicant is directed to be released on bail on his furnishing PR bond in the sum of Rs.30,000/- (Rupees Thirty Thousand Only) with one or two sureties in the like amount.
- (ii) The Applicant shall attend the concerned Police Station as and when called and shall cooperate with the investigation.
- (iii) The Applicant shall not in any manner harass the Informant.
- (iv) Application stands disposed of accordingly.

(SARANG V. KOTWAL, J.)