

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

ANTICIPATORY BAIL APPLICATION NO.3160 OF 2021

Santosh Jwalaprasad Prajapati Applicant
Versus
The State of Maharashtra Respondent

Ms. Sumangala Yadav, Advocate a/w. Yogesh Kumar, for the Applicant.

Smt. J.S. Lohokare, APP for the Respondent-State.

P.I. Shivalkar, Dadar police station is present.

CORAM : SARANG V. KOTWAL, J.

DATE : 03rd JANUARY, 2022

PC. :

1. The applicant is seeking anticipatory bail in connection with C.R.No.880/2021 registered at Dadar Police Station, Mumbai on 15.11.2021 under Sections 376 and 420 of the Indian Penal Code.

2. Heard Ms. Sumangala Yadav, learned counsel for the applicant and Smt. J.S. Lohokare, learned APP for the State.

3. The FIR is lodged by the prosecutrix herself on 15.11.2021. She has stated that she was working as an Event Manager in a Company. The applicant was also working with the same company. They got acquainted in the year 2016. The applicant left that particular job in November, 2016 but still continued approaching the first informant. The FIR mentions that the applicant continuously made proposals for marriage and in the year 2017 the informant consented to his proposal. In October, 2017 the informant started her own event management business. The applicant showed willingness to join the informant. They took a place on rent. According to the informant she invested exclusively in that business. The FIR mentions that in 2017, the informant told her family about her love affair with the applicant. Her family also accepted their relationship and their proposed marriage. According to the informant, the applicant was reluctant to tell his family about their love affair. The informant herself called his mother and informed her about their love relationship. It is mentioned in the FIR that on one occasion the applicant had

tried to commit suicide because of the possible resistance from his family, however, no steps were taken by the applicant in that behalf and their relationship continued. It is alleged in the FIR that on 4.11.2017 they had their first physical relations. It is alleged that the applicant had told her that as both the families were knowing about their relations and as they were to get married, there was no impediment to keep physical relations. The FIR mentions that their physical relations were continued for a long time. In the meantime the informant also helped the applicant financially and in all she gave him Rs.9,95,000/-. The money was not returned. It is alleged that in 2021, the informant came to know that the applicant was to get married to some other girl. She was shocked. She confronted the applicant, but, he gave evasive answers and started avoiding her. On this basis, the FIR is lodged.

4. Learned counsel for the applicant submitted that bare perusal of the FIR shows that it was a consensual relationship. There was no force involved. The promise of

marriage was also not false as both the families were aware of their relationship. She submitted that a Limited Liability Partnership agreement was executed between the Applicant and the first informant and thus even the financial aspect was known to both the parties. Therefore, there was no cheating as far as receipt of money is concerned. She submitted that in this background the applicant's custody would not be justified.

5. Learned APP submitted that as on today, the applicant has not got married to that third person. She supported the FIR lodged by the first informant and opposed this application. She however submitted that the applicant is not a resident of Mumbai and, therefore, in case of grant of anticipatory bail, he should be directed to provide local solvent sureties.

6. I have considered these submissions. The FIR itself indicates that it was a consensual relationship, which went on from November, 2017 till November, 2021. In the meantime both the families were aware of their relationship. The informant herself had told the applicant's mother about their

relationship. Therefore, at this stage, there is scope to believe that from the inception the applicant had no intentions to make false promises. The relationship went on for four years. As mentioned earlier, it appears to be consensual relationship. As far as the financial aspect is concerned, there is a Limited Liability Partnership agreement and the informant is free to adopt civil remedies for recovery of money. For that purpose, custodial interrogation of the applicant is not necessary. Therefore, I am inclined to allow this application. However, the apprehension expressed by learned APP will also have to be taken care of by imposing suitable conditions.

7. Hence, the following order :

ORDER

- (i) In the event of his arrest in connection with C.R.No.880/2021 registered with Dadar Police Station, Mumbai, the applicant is directed to be released on bail on his furnishing a PR bond in the sum of Rs.30,000/- (Rupees Thirty Thousand Only) with one or two local solvent sureties in the like amount to the satisfaction of the investigating officer.

- (ii) The applicant shall attend the concerned police station as and when called and shall cooperate with the investigation. In addition, the applicant shall attend the concerned police station on 12th, 13th and 14 January 2022 between 1.00 p.m. to 4.00 p.m. and shall cooperate with the investigation.
- (iii) The applicant shall not harass the informant in any manner.
- (iv) Anticipatory Bail Application stands disposed of accordingly.

(SARANG V. KOTWAL, J.)