

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.74285 of 2023

Arising Out of PS. Case No.-263 Year-2023 Thana- KOTWALI District- Munger

SONU KUMAR SHARMA @ CHIKKU KUMAR SON OF VIJAY SHARMA @ VIJAY KUMAR SHARMA RESIDENT OF MOHALLA - KHOJA BAZAR, P.S. - KASIM BAZAR, DISTRICT - MUNGER

... .. Petitioner/s

Versus

THE STATE OF BIHAR

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr.Rajiv Kumar Verma, Sr. Advocate
	:	Mr. Rohan Verma, Advocate
	:	Mr. Karuna Nath Sahay, Advocate
	:	Mr. Rashmi Sandhwar, Advocate
For the Opposite Party/s	:	Mr.Deep Anshuman, APP

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

- 2 29-11-2023 1. Heard learned Counsel for the petitioner and learned APP for the State.
2. This application, for grant of anticipatory bail, arises out of Kotwali PS case no. 263 of 2023, disclosing offences punishable under Section 376 and other allied sections of the Indian Penal Code.
3. The prosecution story, in brief, is that the petitioner has been establishing physical relationship with the informant for the last 06 years and when the mother of the informant pressurized the petitioner to solemnize marriage with her daughter, the petitioner threatened the informant that her video shall be made viral. The petitioner is planning to marry another girl.
4. Learned Senior Counsel for the petitioner submits



that there was consensual physical relationship between the petitioner and the informant. He further submits that relationship between the two continued for a long period of time which itself shows that the consent was given by the informant and the same was not under pressure or due to allurements of marriage. He next submits that if the petitioner is not ready to marry the informant subsequently for any reason, the same does not amount to offence of rape. He also submits that subsequent breach of promise after a fairly long period of time does not amount to rape. Lastly, it is submitted that both the parties were in live-in relation and the petitioner never promised to marry with the informant.

5. On the other hand, learned counsel for the informant has vehemently opposed the prayer for bail and submits that the petitioner who was living with the informant in a rented house at Bhagalpur, has established physical relation with the informant continuously for the last 6-7 years and thereafter refused to marry her and threatened her also.

6. I have heard the learned counsel for the parties. From perusal of F.I.R., it appears that both the parties are in relationship for about 6-7 years. It has not been alleged by the informant that intention of the petitioner at the time of making promise itself was not to abide by it. Not adhering to the promise subsequently cannot be said to be a false promise. The false



promise itself must be of immediate relevance or bear a direct nexus to the woman’s decision to engage in the sexual act. The petitioner and informant have been residing together in one house and were having regular physical relationship over a period of 6-7 years. There is no allegation in F.I.R. that when the petitioner promised to marry the informant, it was done in bad faith or with the intention to deceive her. Accordingly, I am inclined to grant the privilege of anticipatory bail to the petitioner.

7. This application is, accordingly, allowed.
8. Let petitioner, abovenamed, in the event of his arrest or surrender before the Court below within four weeks, be released on bail on furnishing bail bond of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of learned Chief Judicial Magistrate, Munger in connection with Kotwali PS case no. 263 of 2023, subject to the condition laid down under Section 438 (2) of the Code of Criminal Procedure.

(Anil Kumar Sinha, J)

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