



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**NAGPUR BENCH : NAGPUR**

**CRIMINAL APPLICATION (ABA) NO.146 OF 2025**

Sajan Satish Jain

Vs.

State of Maharashtra, through Police Station Officer, Ramnagar Police  
Station, District Chandrapur and another

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Office Notes, Office Memoranda of Coram,  
appearances, Court's orders of directions  
and Registrar's orders

Court's or Judge's orders

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Mr. V. A. Kullarwar, Counsel for the applicant.  
Ms. M. A. Barabde, APP for non-applicant/State.  
Ms. Tejal Anil Agre, Counsel for the non-applicant No.2.

**CORAM : URMILA JOSHI-PHALKE, J.**  
**DATED : 08/05/2025**

1. Apprehending the arrest at the hands of police in connection with Crime No.64/2025 registered with Police Station Ramnagar, Chandrapur for the offence punishable under Sections 64(2), 351(2) of the Bharatiya Nyaya Sanhita, 2023, the applicant approached to this Court for grant of pre-arrest bail.

2. The crime is registered on the basis of report lodged by the Victim girl who is aged about 30 years. The nature of the allegation shows that they got acquaintance through the social media, thereafter the present applicant has promised her for marriage and on the promise of marriage developed the physical relationship with her. On the basis of the said report, police have registered the crime.

3. Learned Counsel for the applicant submitted that from the recitals of the FIR, it is apparent that it was a consensual act which is out of the relationship and friendship developed between them. As far as the custodial interrogation is concerned, which is not required. In view of that, he prayed for grant of anticipatory bail.

4. Learned APP and learned Counsel for the non-applicant No.2 – victim strongly opposed the said application and submitted that under the misconception of fact, the consent was obtained and therefore, the custodial interrogation is required, therefore prayer for grant of anticipatory bail deserves to be rejected.

5. On perusal of the FIR and the various documents on record as well as the photographs it reveals that both have got acquaintance with each other through the social media and thereafter, friendship was developed between them, and thereafter physical relationship was also developed between them. A *prima facie* it appears to be a consensual act as to the development of the physical relationship. This aspect is recently considered by the Hon'ble Apex Court in the case of **Ravish Singh Rana vs State Of Uttarakhand in Criminal Appeal No.2438 of 2025 (Special Leave to Appeal (CRL.) No. 2776 OF 2025) decided on 28 April, 2025** and observed by referring its earlier

judgment that where the promise to marry is false and the intention of the maker, at the time of making the promise, itself was not to abide by it, but to deceive the woman to convince her to engage in sexual relations, there is a "misconception of fact" that vitiates the woman's "consent". However, a mere breach of a promise cannot be said to be a false promise. Therefore, to establish a false promise, it would have to be demonstrated that the maker of the promise had no intention of upholding his word at the time of making the promise. It is further held that in a long drawn live-in relationship, occasions may arise where parties in that relationship express their desire or wish to formalize the same by a seal of marriage, but that expression of desire, or wish, by itself would not be indicative of relationship being a consequence of that expression of desire or wish. A decade or two earlier, live-in relationships might not have been common. But now more and more women are financially independent and have the capacity to take conscious decision of charting their life on their own terms. This financial freedom, inter alia, has led to proliferation of such live-in relationships. Therefore, when a matter of this nature comes to a court, it must not adopt a pedantic approach rather the Court may, based on the length of such relationship and conduct of the parties, presume implied consent of the parties to be in such a relationship regardless of their desire or a wish to convert it into a marital bond.

6. In view of the above observation, in the present case also a *prima facie* it appears to be a consensual act. In view of that, the application deserves to be allowed. Accordingly, I proceed to pass following order:

**ORDER**

- (i) The application is allowed.
- (ii) The interim protection granted to the present applicant by order dated 05.03.2025 is hereby confirmed.
- (iii) The applicant shall not induce, threat or promise any witnesses who are acquainted with the facts of the case.
- (iv) The applicant shall attend the proceeding before the Special Court without seeking any exemption unless there are exceptional circumstances.

The application is disposed of.

**(URMILA JOSHI-PHALKE, J.)**