



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH, NAGPUR.**

CRIMINAL APPEAL NO.302 OF 2025

Nikhil s/o Tejram Ingle,
Age 33 years, R/o. Plot No. 120,
Near Mandi Hanuman Nagar,
Ratan Nagar, Gadge Baba Layout,
Nagpur, Maharashtra

...APPELLANT

VERSUS

1. The State of Maharashtra,
through Police Station Officer,
Mankapur, Nagpur City
2. Smt. XYZ (Victim)
(through PSO, PS Mankapur
In Crime No.282/2025)

...RESPONDENTS

Mr. M.D. Puranik, Advocate for the appellant.
Mrs. M.A. Barabde, APP for the State.
Mr. A.A. Kwaja, Advocate for respondent No.2.

CORAM : URMILA JOSHI-PHALKE, J.

DATED : JULY 28, 2025.

ORAL JUDGMENT :

ADMIT. Heard finally with the consent of learned Counsel
for both the parties.

2. By preferring this appeal, the appellant has challenged the
order passed by the learned Special Judge and Additional Sessions

Judge-15, Nagpur, under the Scheduled Castes and the Scheduled Tribes (Prevention of Atrocities) Act in Criminal Bail Application No.1833/2025, rejecting the application of the present appellant for grant of anticipatory bail.

3. The crime is registered on the basis of report lodged by the victim aged about 31 years on an allegation that she got acquaintance with the present appellant and friendship was developed between them. Thereafter, the present appellant has promised her for marriage and on the promise of marriage by taking her at various places subjected her for forceful sexual assault and subsequently, denied to perform marriage with her and performed the marriage with another lady. On the basis of the said report, police have registered the crime against the appellant.

4. Learned Counsel for the appellant submitted that it was a consensual relationship between both of them. A mere breach of promise is not sufficient to attract the provisions of the offences alleged which are registered against the present appellant i.e. under Sections 69 and 318(2) of the Bharatiya Nyaya Sanhita, 2023 and under Section 3(1)(w) (i), 3(2)(v) of the Scheduled Castes and the Scheduled Tribes (Prevention of Atrocities) Act (for short 'the Act of 1989'). He submitted that the recitals of the FIR itself sufficiently show that out of a love affair,

the physical relationship was developed. There is no statement in the FIR that the present appellant was knowing that she belongs to the Scheduled Caste. Thus, no *prima facie* case is made out and, therefore, bar under Section 18 of the Act of 1989 will not attract. In view of that, the appellant be protected by granting anticipatory bail. He has also cooperated with the investigating agency after he is released on ad-interim anticipatory bail.

5. Learned APP and learned Counsel for the victim strongly opposed the same and submitted that under the misconception of the fact that he will perform the marriage, the consent was obtained and she was subjected for the forceful sexual assault, and therefore, bar under Section 18 of the Act of 1989 will attract. In view of that, the appeal deserves to be dismissed.

6. On hearing both sides and on perusal of the recitals of the FIR, it reveals that the victim got acquaintance with the present appellant in the year 2019 and the said acquaintance resulted into the love affair. Out of love affair, she went along with the present appellant at various places and there was a physical relationship between them. Now, it is settled by the Hon'ble Apex Court that mere breach of promise is not sufficient to attract the provisions of the Atrocities Act.

Considering the recitals of the FIR, at this stage, there is no statement by the present appellant was knowing that she belongs to the Scheduled Caste. Moreover, from the recitals of FIR, it reveals that it was a consensual relationship between both of them. As far as the bar under Section 18 of the Act of 1989 is concerned, it is not attracted. As observed by the Hon'ble Apex Court in the case of ***Dr. Dhruvaram Murlidhar Sonar Vs. The State of Maharashtra & Ors. in Criminal Appeal No.1443/2018 (Arising Out Of S.L.P (Criminal) No.6532 Of 2018)*** in para number 20 which reads as under:

“20. Thus, there is a clear distinction between rape and consensual sex. The court, in such cases, must very carefully examine whether the complainant had actually wanted to marry the victim or had mala fide motives and had made a false promise to this effect only to satisfy his lust, as the later falls within the ambit of cheating or deception. There is also a distinction between mere breach of a promise and not fulfilling a false promise. If the accused has not made the promise with the sole intention to seduce the prosecutrix to indulge in sexual acts, such an act would not amount to rape. There may be a case where the prosecutrix agrees to have sexual intercourse on account of her love and passion for the accused and not solely on account of the misconception created by accused, or where an accused, on account of circumstances which he could not have foreseen or which were beyond his control, was unable to marry her despite having every intention to do. Such cases must be treated differently. If the complainant had any mala fide intention and if he had clandestine motives, it is a clear case of rape. The acknowledged

consensual physical relationship between the parties would not constitute an offence under Section 376 of the IPC.”

7. In the light of the above observation and though learned Counsel for the complainant submitted that there is an apprehension of any harm to her but it is not substantiated by any material. In view of the appeal deserves to be allowed. Accordingly, I proceed to pass the following order:

(i) The application is allowed.

(ii) The order dated 18/06/2025 passed by the Special Judge and Additional Sessions Judge-15, Nagpur, under the Scheduled Castes and the Scheduled Tribes (Prevention of Atrocities) Act in Criminal Bail Application No.1833/2025 dated is hereby quashed and set aside.

(iii) In the event of arrest, the appellant - Nikhil s/o Tejram Ingle in connection with Crime No.282/2025 registered with Police Station Mankapur, Nagpur City, District Nagpur for the offence punishable under Sections 69 and 318(2) of the Bharatiya Nyaya Sanhita, 2023 and under Sections 3(1)(w)(i), 3(2)(v) of the Scheduled Castes and

the Scheduled Tribes (Prevention of Atrocities) Act, be released on anticipatory bail, on executing PR. bond in the sum of Rs.25,000/- with one solvent surety in the like amount.

(iv) The appellant shall attend the concerned police station once in a week i.e. on every Monday between 10.00 a.m. to 1.00 p.m. and shall cooperate with the investigating agency.

(v) The appellant shall not induce, threat or promise any witnesses who are acquainted with the facts of the case either physically or through electronic media.

(vi) The appellant shall not enter into the jurisdiction of Mankapur Police Station, till the culmination of trial.

8. The criminal appeal stands disposed of.

(URMILA JOSHI-PHALKE, J.)