IN THE HIGH COURT OF JUDICATURE AT BOMBAY

NAGPUR BENCH, NAGPUR

CRIMINAL APPLICATION (APL) No.885 OF 2025

Sagar s/o. Ravindra Lodhi,
Aged about 27 years,
Occupation : Service,
R/o. House No.491, Devi Mandir Road,
Noor Naga, Mahadula,
Koradi Colony, Tah. And Distt. Nagpur. : APPLICANT

...VERSUS...

1. The State of Maharashtra,
Through Police Station Officer,
Police Station Koradi, Nagpur,
Tah. And Distt. Nagpur.

2. X-Y-Z, in Crime No.0003/2025
registered with Police Station Koradi,
Tah. And Distt. Nagpur. : RESPONDENTS

=-=-=-

present application under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 for quashing and setting aside of the First Information Report No.03/2025, dated 02.01.2025, registered with Police Station, Koradi, Nagpur, Taluka and District Nagpur, so also Charge-Sheet No.14/2025 dated 27.02.2025 for the offences punishable under Section 69 of Bhartiya Nyaya Sanhita, 2023 and Sections 3(1)(w)(i) and (ii) and 3(2)(v) of the Scheduled Castes and Scheduled Tribes (Prevention of Atrocities) Act, 1989. The applicant has further prayed to quash proceedings of the Special Case No.152/2025 pending before the Sessions Judge, Nagpur.

3. As per the case of respondent No. 2 and as reflected in the First Information Report dated 02.01.2025, the applicant was running a cafe and told the respondent No. 2 that he was well acquainted with her brother. Subsequently, they started talking on phone and their friendship turned into love. It is alleged that on 27.03.2021, when the applicant called her to his cafe in the evening at around 05.00 p.m., since no one was present in his house, he shut the cafe and took the respondent No. 2 to the hall of his house which was behind the cafe and tried to establish physical relationship. It is alleged that respondent No. 2 denied the same and told him that without marriage there would be no corporeal relationship, after which the applicant promised respondent No.2

that he would marry her only and then forcefully established a physical/sexual relationship with her. Thereafter, the applicant called respondent No.2 on several occasions and established a physical/sexual relationship with her.

4. Further it is alleged that the applicant established physical relationship with respondent No.2 in the month of September 2024 and thereafter when respondent No.2 asked the applicant for marriage, he avoided answering her. Aggrieved by this, respondent No.2 lodged the First Information Report, which is challenged in the present application.

5. We have heard Mr.Sanket S. Bhalerao, learned counsel for applicant, Mr. A.G. Mate, learned Additional Public Prosecutor for respondent No.1/State and . Mr. Najeeb Sheikh, learned appointed counsel for respondent No.2.

6. Learned counsel for the applicant submits that applicant and respondent No.2 were in relationship for the past four years, during which they met on multiple occasions and engaged in consensual physical relationship. It is further submitted that the last alleged incident occurred in September 2024, while the complaint was lodged on 07.01.2025, resulting in unexplained delay of three months raising serious doubts about veracity and indicating fabrication with ulterior motives to harass the applicant.

7. Learned counsel for applicant submits that the

applicant secured employment with Western Coalfields Limited in September 2024 at Wani, following which the respondent No.2 started pressurizing applicant on marriage due to his prospects.

8. Further it is submitted that in the First Information Report dated 02.01.2025, non-applicant No.2 has not stated anything about her caste or that the applicant had denied marriage due to her caste. However, in her supplementary statement dated 07.01.2025, she has stated the same for the first time. Thus, the offences under the Scheduled Castes and the Scheduled Tribes (Prevention of Atrocities) Act, 1989 (in short, "the Act") are an afterthought and have been added merely to harass the applicant. Furthermore, in the charge-sheet, only the caste certificate of respondent No.2 is appended and not the validity certificate. Therefore, no offence is made out under Section 3(1)(W)(i)(ii) and 3(2)(v) of the Act.

9. Lastly, learned counsel for applicant submits that the allegations made by the non-applicant No.2 are entirely concocted and fabricated. It is implausible that the alleged relationship was solely contingent upon a promise of marriage for over four years. Furthermore, non-applicant No.2, being a 27-year-old adult, possesses the requisite maturity to comprehend the consequences of such a relationship in the event of its termination. Thus, it is

apparent that the lodging of the complaint is an attempt to harass the applicant and abuse the process of law.

10. Mr. A.G. Mate, learned Additional Public Prosecutor for respondent No.1/State, has strongly opposed the contentions raised on behalf of the applicant. She submits that the Investigating Agency was fully justified in registering the offences punishable under Section 376(2)(n) Indian Penal Code,1860 read with Sections 3(1)(w)(6), 3(1)(w)(1), of the Act, as there is a prima facie involvement of the applicant and thus the application needs to be quashed.

11. In the conspectus of the admitted facts and upon a careful scrutiny of the entire material on record, the position which clearly emerges that both the applicant and respondent No.2, (both aged 27 years at the time of lodging the F.I.R.) are major, mature, and adult persons capable of understanding the seriousness of the situation. Their relationship, which commenced sometime in year 2021 when the applicant informed non-applicant No.2 that he was well acquainted with her brother and continued for approximately four years until September 2024. Throughout this period, non-applicant No. 2 actively and voluntarily maintained contact with the applicant and met him on multiple occasions. Further, respondent No.2, being a 27-year-old educated and mature woman, it is wholly

inconceivable that she continued the physical relationship for a prolonged period of over four years solely on the basis of a promise of marriage. This unbroken chain of voluntary interaction, continued intimacy for such a long period and delay in filing the First Information Report belies any claim of forcible intercourse or of consent having been vitiated by a false promise of marriage promise.

12. In view of these facts, we are of the considered opinion that the relationship was nothing but consensual in nature between the two major persons. The concept of 'Consent' has been elaborated by the Hon'ble Supreme Court in the case of ***Samadhan Manmothe v. State of Maharasthra & another*, 2025 INSC 1351** which reads as under :

> *38. At this stage it is material to refer to the decision of this Court in Mahesh Damu, wherein the following observations were made :*
>
> *"29. It must also be clear that for a promise to be a false promise to amount to misconception of fact within the meaning of Section 90IPC, it must have been made from the very beginning with an intention to deceive the woman to persuade her to have a physical relationship. Therefore, if it is established that such consent was given under a misconception of fact, the said consent is vitiated and not a valid consent. In this regard we may refer to DeepakGulati v. State of Haryana [Deepak Gulati v. State of Haryana, (2013) 7 SCC 675 : (2013) 3 SCC (Cri) 660], in which it was held as follows: (SCC pp. 682-84, paras 21 & 24)*

"21. Consent may be express or implied, coerced or misguided, obtained willingly or through deceit. Consent is an act of reason, accompanied by deliberation, the mind weighing, as in a balance, the good and evil on each side. There is a clear distinction between rape and consensual sex and in a case like this, the court must very carefully examine whether the accused 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 latter falls within the ambit of cheating or deception. There is a distinction between the mere breach of a promise, and not fulfilling a false promise. Thus, the court must examine whether there was made, at an early stage a false promise of marriage by the accused; and whether the consent involved was given after wholly understanding the nature and consequences of sexual indulgence. 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 misrepresentation made to her by the 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 so. Such cases must be treated differently. An accused can be convicted for rape only if the court reaches a conclusion that the intention of the accused was mala fide, and that he had clandestine motives.

24. Hence, it is evident that there must be adequate evidence to show that at the relevant time i.e. at the initial stage itself, the accused had no intention whatsoever, of keeping his promise to marry the victim. There may, of course, be circumstances, when a person having the best of intentions is unable to marry the victim owing to various unavoidable circumstances. The 'failure to keep a promise made with respect to a future uncertain date, due to reasons that are not very clear from the evidence available, does not always amount to misconception of fact. In order to come within the meaning of the term "misconception of

> *fact", the fact must have an immediate relevance'. Section 90 IPC cannot be called into aid in such a situation, to pardon the act of a girl in entirety, and fasten criminal liability on the other, unless the court is assured of the fact that from the very beginning, the accused had never really intended to marry her."*

13. Further, the Apex Court, in the same judgment para 27, observed that :

> *27. In this regard, it becomes relevant to refer to the decision of this Court in the case of Mahesh Damu Khare vs. State of Maharashtra, (2024) 11 SCC 398, ("Mahesh Damu") wherein the following observations were made :*
>
> *"27. In our view, if a man is accused of having sexual relationship by making a false promise of marriage and if he is to be held criminally liable, any such physical relationship must be traceable directly to the false promise made and not qualified by other circumstances or consideration. A woman may have reasons to have physical relationship other than the promise of marriage made by the man, such as personal liking for the male partner without insisting upon formal marital ties.*
>
> *28. Thus, in a situation where physical relationship is maintained for a prolonged period knowingly by the woman, it cannot be said with certainty that the said physical relationship was purely because of the alleged promise made by the appellant to marry her. Thus, unless it can be shown that the physical relationship was purely because of the promise of marriage, thereby having a direct nexus with the physical relationship without being influenced by any other consideration, it cannot be said that there was vitiation of consent under misconception of fact."*

14. As far as offences punishable under Sections 3(1)(w)

(i) and (ii) and 3(2)(v) of the Scheduled Castes and Scheduled Tribes (Prevention of Atrocities) Act, 1989 are concerned there is no intention to humiliate/abuse the non-applicant No.2 in the name of caste nor there is material on record to show that the applicant was aware of the caste of the non-applicant No.2 and, therefore, he acted in such a manner as stated.

15. In view of the arguments advance and upon a holistic appreciation of the entire material on-record and the consistent judicial precedent on the subject. We are therefore of the view that the matter squarely falls within the laid down parameters of the judgment in the case of **State of Haryana and others Vs. Ch. Bhajan Lal and others**, reported in **AIR 1992 SC 604**, which read as under:

> "*1) .....*
> *2) .....*
> *3) .....*
> *4) .....*
> *5) Where the allegations made in the FIR or complaint are so absurd and inherently improbable on the basis of which no prudent person can ever reach a just conclusion that there is sufficient ground for proceeding against the accused.*
> *6) .....*
> *7) Where a criminal proceeding is manifestly attended with mala fide and/or where the proceeding is maliciously instituted with an ulterior motive for wreaking vengeance on the accused and with a view to spite him due to private and personal grudge.*"

16. The allegations made in the First Information Report

are improbable inasmuch as it is not expected of a 27-year-old adult woman, who actively initiated and continued an intimate relationship with the applicant for over four years, voluntarily met him on several occasions render the allegations of force, deceit, or vitiated consent manifestly improbable and actuated by ulterior motive.

17. In our view, therefore, this is a fit case to quash the First Information Report and all consequential proceedings arising therefrom. Hence, we pass the following order :

ORDER

(i) The application is allowed.

(ii) The First Information Report No.03/2025, dated 02.01.2025 registered with Police Station Koradi, Nagpur, Tq. & Dist. Nagpur, for offences punishable under Section 69 of Bhartiya Nyaya Sanhita, 2023 and Sections 3(1)(w)(i) and (ii) and 3(2)(v) of the Scheduled Castes and Scheduled Tribes (Prevention of Atrocities) Act, 1989, together with all consequential proceedings, including Charge-Sheet No. 14/2025 dated 27.02.2025 and Special Case No.152/2025 pending before the learned Sessions Judge, Nagpur, are hereby quashed and set aside to the extent of applicant, namely, Sagar s/o. Ravindra Lodhi.

(iii) Fees of the appointed counsel be quantified as per

rules.

(iv) The application is disposed of.

(Nandesh S. Deshpande, J.) **(Urmila Joshi-Phalke, J.)**

wadode

Signed by: Mr. Devendra Wadode
Designation: PS To Honourable Judge
Date: 19/12/2025 15:15:45