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CrI.O.P.No.18731 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 17.09.2025

CORAM:

THE HON'BLE MR.JUSTICE N. SATHISH KUMAR

CrI.O.P.No.18731 of 2023
and CrI.M.P.Nos.12477 & 12479 of 2023

1. Prabu
2. Kalaivani
3. Dhananandhini
4. S.Velusamy ... Petitioners

Vs.

1. The State represented by,
The Inspector of Police,
All Women Police Station,
Gobichettipalayam,
Erode District. (Crime No.13 of 2022)
2. XXX (Redacted) ... Respondents

PRAYER : Criminal Original Petition is filed under Section 482 of Cr.P.C/528 of BNSS, to call for the records relating to the criminal case in in C.C.No.48 of 2023 on the file of the learned Judicial Magistrate No.II, Gobichettipalayam and quash the same.

For Petitioner : Mr.N.Manoharan
For R1 : Mr.K.M.D.Muhilan
Additional Public Prosecutor
For R2 : Mr.J.Ramkumar



Crl.O.P.No.18731 of 2023

ORDER

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The Criminal Original Petition has been filed seeking to quash the proceedings in C.C.No.48 of 2023, pending on the file of the learned Judicial Magistrate No.II, Gobichettipalayam, on the basis of the compromise arrived at between the petitioners and the de facto complainant/second respondent.

2. Heard the learned counsel appearing for the petitioners, the learned counsel appearing for the second respondent and the learned Additional Public Prosecutor appearing for the first respondent Police.

3. Based on the complaint given by the de facto complainant/R2 alleging that the petitioner and the de facto complainant were in a relationship for about four years and that on the false promise of marriage, forced her into physical relationship and later cheated her, a case in Crime No.13 of 2022 was registered for the offences under Sections 376(1), 294(b), 323, 506(1) and 417 of IPC and Section 4 of TN Prohibition of Harassment of Women Act. After completion of investigation, the final report was filed and taken on the file of the learned Judicial Magistrate No.II, Gobichettipalayam, in C.C.No.48 of 2023. Further, there is also a



Crl.O.P.No.18731 of 2023

case in counter which was filed by the petitioners against the second respondent herein and her family members in Crime No.358 of 2022 and the same was taken on the file of the learned Judicial Magistrate No.II, Gobichettipalayam, in C.C.No.74 of 2025.

4. Learned counsel appearing on either side submitted that both the petitioners and the de facto complainant amicably settled their dispute and hence, seek to quash the proceedings pending against the petitioners in C.C.No.48 of 2023. Further, the petitioners have also agreed to quash the proceedings against the second respondent and others in C.C.No.74 of 2025. They have also filed a Joint Memo of Compromise to that effect.

5. The petitioners and the de-facto complainant/R2 appeared before this Court and were identified by their respective counsel as well as by Ms.S.P.Arivuselvi, WPC 1193, AWPS Gobichettipalayam, Erode District.

6. On being enquired by this Court, the de facto complainant stated that she has amicably settled the dispute with the petitioners and she is not willing to pursue the the criminal proceedings against them and the



CrI.O.P.No.18731 of 2023

petitioners are also not willing to pursue the criminal proceedings in
C.C.No.74 of 2025.

7. The learned Additional Public Prosecutor appearing on behalf of the first respondent submitted that though the parties entered into a compromise while this case is pending, this Court, taking into account the seriousness of the offence has to consider the issue as to whether an offence of this nature can be quashed on the ground of compromise between parties.

8. Heard both sides and perused the materials available on record.

9. At the outset, this Court is of the view that the offences of serious nature, compounding is not permissible, however, taking note of the allegations pressed in the FIR, this Court is inclined to dispose of the matters on merits.

10. A perusal of the First Information Report makes it very clear that the de facto complainant is neither illiterate nor a rustic person. Though it is alleged that the first accused had sexual intercourse with the de facto complainant and later deceived her, a careful reading of the FIR carefully



indicates that the sexual intercourse took place with the consent of the de facto complainant. Thereafter, it appears that their relationship become strained, they fell apart and as a result, the complaint came to be filed as against the accused. It is relevant to note that the de facto complainant is a fully grown woman who consented to the sexual intercourse and according to her, as the first accused had promised to marry her, she continued to engage in sexual intercourse with him until their relationship become strained. Therefore, it cannot be stated that she succumbed to such a relationship solely on account of deception played by the accused.

11. To bring the case within the ambit of 'misconception of fact', there must be materials to show that bad faith or deception existed from the very inception. However, the allegations in the FIR clearly indicate that the de facto complainant and the first petitioner had indulged in sexual intercourse with the consent of the de facto complainant. In such a situation, to bring the act of the accused under the ambit of misconception of facts, there must be evidence or at least some material, which is not found on perusal of the available materials. Further, the alleged deception from the very inception is absent. Therefore, merely, because the relationship later strained due to some or other reasons and they fell apart, in such a situation,



it cannot be held that such consent would fall within the ambit of misconception of fact to hold that offence of rape is attracted.

12. In this regard, it is relevant to rely upon the judgment of the Hon'ble Apex Court in *Pramod Suryabhan Pawar Vs. State of Maharashtra* reported in (2019) 9 SCC 608, wherein, in paragraphs 16, 21 and 23, the Hon'ble Supreme Court has held as follows:

“16. 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”. On the other hand, a breach of a promise cannot be said to be a false promise. To establish a false promise, the maker of the promise should have had no intention of upholding his word at the time of giving it.

21. The allegations in the FIR do not on their face indicate that the promise by the appellant was false, or that the complainant engaged in sexual relations on the basis of this promise. There is no allegation in the FIR that when the appellant promised to marry the complainant, it was done in bad faith or with the intention to deceive her. The appellant's failure in 2016 to fulfil his promise made in 2008 cannot be construed to mean the promise itself was false. The allegations in the FIR indicate that the complainant was aware that there existed obstacles to marrying the appellant since 2008, and that she and the appellant continued to engage in sexual relations long after their getting married had become a disputed matter. Even thereafter, the complainant travelled to visit and reside with the appellant at his postings and allowed him to spend his weekends at her residence. The allegations in the FIR belie the case that she was deceived by the appellant's promise of marriage. Therefore, even if the facts set out in the



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CrI.O.P.No.18731 of 2023

complainant's statements are accepted in totality, no offence under Section 375 of the IPC has occurred.

23. Without entering into a detailed analysis of the content of the WhatsApp messages sent by the appellant and the words alleged to have been spoken, it is apparent that none of the offences set out above are made out. The messages were not in public view, no assault occurred, nor was the appellant in such a position so as to dominate the will of the complainant. Therefore, even if the allegations set out by the complainant with respect to the WhatsApp messages and words uttered are accepted on their face, no offence is made out under SC/ST Act (as it then stood). The allegations on the face of the FIR do not hence establish the commission of the offences alleged.”

13. The Hon'ble Supreme Court in *Sonu Vs. State of Uttar Pradesh* reported in *AIR 2021 SC 1405* has held in paragraphs 9 and 11 as follows:

“9. In Pramod Suryabhan Pawar (supra), while dealing with a similar situation, the principles of law which must govern a situation like the present were enunciated in the following observations:

“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”. On the other hand, a breach of a promise cannot be said to be a false promise. To establish a false promise, the maker of the promise should have had no intention of upholding his word at the time of giving it...?”

11. Bearing in mind the tests which have been enunciated in the above decision, we are of the view that even assuming that all the allegations in the FIR are correct for the purposes of considering the application for quashing under Section 482 of CrPC, no offence has been established. There is



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no allegation to the effect that the promise to marry given to the second respondent was false at the inception. On the contrary, it would appear from the contents of the FIR that there was a subsequent refusal on the part of the appellant to marry the second respondent which gave rise to the registration of the FIR. On these facts, we are of the view that the High Court was in error in declining to entertain the petition under Section 482 of CrPC on the basis that it was only the evidence at trial which would lead to a determination as to whether an offence was established.”

14. The Hon'ble Karnataka High Court in *Venkatesh and Ors Vs.*

State of Karnataka and Ors dated 13.01.2022 in Criminal Petition No.5865

of 2021 has held in paragraph 7 and 8 as follows:

“7. Learned counsel for the petitioners relied upon a Single Bench judgment of the High Court of Judicature at Madras, in the case of K.U.Prabhu Raj Vs. State by Sub Inspector of Police, A.W.P.S. Tambaram and another reported in 2012-3-L.W.770 wherein, the Court has held at paragraphs 16 and 17 as under:

“16. A cursory perusal of the above provision would make it clear that there are atleast three essential ingredients constituting an offence of cheating which should be made out from the materials available on record. They are as follows:-

- (1) Deception of any person;*
 - (2) Fraudulently or dishonestly inducing that person*
 - (i) To deliver any property to any person or;*
 - (ii) To consent that any person shall retain any property,*
- or and*
- (3) Intentionally inducing that person to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property.-*

17. The learned counsel for the second respondent would further submit that the offence involved in this case falls



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within the ambit of the third limb of Section 415 I.P.C as enumerated above. According to the learned counsel, but for the promise made by the petitioner, the daughter of the second respondent would have married someone-else and settled down in her life. Thus, according to him, the petitioner has committed a clear offence of cheating. In my considered opinion, it is not so. As has been held by the Division Bench of the Calcutta High Court in Abhoy Pradhan v. State of W.B case (cited supra), mere promise to marry and later on withdrawing the said promise will not amount to an offence of cheating at all. On such false promise to marry, the person to whom such promise was made should have done or omitted to do something that he would not done or omitted to do but for the deception. In this case, absolutely, there are no materials available on record to show that because of the promise made by the petitioner, the daughter of the second respondent has done anything or omitted to do something which has the tendency to cause damage or harm to the body or mind or reputation or property of the daughter of the second respondent. In the absence of the same, the entire allegations found in the records, in my considered 8 opinion, would not make out an offence under Section 417 or 420 I.P.C., at all.“

8. The Hon'ble Supreme Court also has categorically held in the case of S.W.PALANITKAR AND OTHERS VS. STATE OF BIHAR AND ANOTHER reported in (2002) 1 SCC 241 at paragraph No.11 that mere breach of contract cannot give rise to any criminal prosecution for cheating unless fraudulent or dishonest intention is shown right at the beginning of the transaction and the time when the offence is said to have been committed. Here in this case, petitioner No.1 is said to have promised to marry respondent No.2, but failed to marry her. In view of the judgment of the Hon'ble Supreme Court, respondent No.2 has failed to make out a case of criminal intention of petitioner No.1 from the beginning for cheating the complainant. That apart, the aforesaid judgment of High Court of judicature at Madras is applicable to the case where the promise of marriage will not attract 9 Section 420 of IPC. This Court has held in Crl.R.P.No.233/2020 dated 24.02.2020 in the case of Sri.D.Ramesh Sinha Vs. State of Karnataka that as a promise of marriage and breach of



contract will not attract the provisions of Sections 417 and 420 of IPC. Such being the case, continuing the proceedings or investigation against the petitioners is abuse of process of law and therefore, the same is liable to be quashed.”

15. The Hon'ble Supreme Court in *Mandar Deepak Pawar Vs. The State of Maharashtra* in Criminal Appeal No.442 of 2022, dated 27.07.2022 has held as follows:

“The parties chose to have physical relationship without marriage for a considerable period of time. For some reason, the parties fell apart. It can happen both before or after marriage. Thereafter also three years passed when respondent No.2 decided to register a FIR.

We are fortified to adopt this course of action by the judicial view in (2019) 9 SCC 608 titled “Pramod Suryabhan Pawar Vs. State of Maharashtra & Anr.” where in the factual scenario where complainant was aware that there existed obstacles in marrying the accused and still continued to engage in sexual relations, the Supreme Court quashed the FIR. A distinction was made between a false promise to marriage which is given on understanding by the maker that it will be broken and a breach of promise which is made in good faith but subsequently not fulfilled. This was in the context of Section 375 Explanation 2 and Section 90 of the IPC, 1860. The Criminal appeal is accordingly allowed.”

16. The Hon'ble Supreme Court in *Madhukar & Ors Vs. The State of Maharashtra & Anr* in SLP (Crl.) Nos.7212 & 7495 of 2025, dated 14.07.2025 has held as follows:

“5. It is brought to our attention that both parties have categorically taken the stand before this Court that they have resolved their disputes amicably and are desirous of moving on with their lives. The complainant in



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the 2nd FIR, now married and residing with her husband, has expressed that continuation of the prosecution would cause further disruption in her personal life and that she has no wish to support the charges or pursue the matter any further.

6. At the outset, we recognise that the offence under Section 376 IPC is undoubtedly of a grave and heinous nature. Ordinarily, quashing of proceedings involving such offences on the ground of settlement between the parties is discouraged and should not be permitted lightly. However, the power of the Court under Section 482 CrPC to secure the ends of justice is not constrained by a rigid formula and must be exercised with reference to the facts of each case.

7. In the present matter, we are confronted with an unusual situation where the FIR invoking serious charges, including Section 376 IPC, was filed immediately following an earlier FIR lodged by the opposing side. This sequence of events lends a certain context to the allegations and suggests that the second FIR may have been a reactionary step. More importantly, the complainant in the second FIR has unequivocally expressed her desire not to pursue the case. She has submitted that she is now married, settled in her personal life, and continuing with the criminal proceedings would only disturb her peace and stability. Her stand is neither tentative nor ambiguous, she has consistently maintained, including through an affidavit on record, that she does not support the prosecution and wants the matter to end. The parties have also amicably resolved their differences and arrived at a mutual understanding. In these circumstances, the continuation of the trial would not serve any meaningful purpose. It would only prolong distress for all concerned, especially the complainant, and burden the Courts without the likelihood of a productive outcome.

8. Therefore, having considered the peculiar facts and circumstances of this case, and taking into account the categorical stand taken by the complainant and the nature



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of the settlement, we are of the opinion that the continuation of the criminal proceedings would serve no useful purpose and would only amount to abuse of process.”

17. Considering the above settled position of law and the very allegations in the FIR itself indicate that out of strained relationship, FIR has been filed against the petitioners/accused. That apart, now, the de facto complainant and the petitioners settled the matter between themselves and has also filed a Joint Memo of Compromise dated 17.09.2025 seeking to quash the proceedings against the petitioners/accused.

18. In view of the above, continuing the FIR is nothing but an abuse of process of law and a futile exercise and it is nothing but harassment of the petitioner. Therefore, this Court is inclined to quash the criminal proceedings pending against the petitioners in C.C.No.48 of 2023 in exercise of its jurisdiction under Section 482 of Cr.P.C.

19. Accordingly, the Criminal Original Petition is allowed and the proceedings pending against the petitioners in C.C.No.48 of 2023 pending on the file of the learned Judicial Magistrate No.II, Gobichettipalayam, is quashed. Further, taking into consideration that the entire dispute between the parties has been amicably settled and though no application has been



Crl.O.P.No.18731 of 2023

filed before this Court, this Court, exercising its inherent powers under Section 482 of Cr.P.C., deems it fit to quash the proceedings in C.C.No.74 of 2025, pending on the file of the learned Judicial Magistrate No.II, Gobichettipalayam.

20. The Joint Memo of Compromise filed by the petitioners and the second respondent for compromising the offences shall form part of this order. Consequently, the connected miscellaneous petitions are closed.

17.09.2025

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Neutral Citation:Yes/No



Crl.O.P.No.18731 of 2023

To
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1. The Judicial Magistrate No.II,
Gobichettipalayam.
2. The Inspector of Police,
All Women Police Station,
Gobichettipalayam, Erode District.
3. The Public Prosecutor,
High Court of Madras.



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Crl.O.P.No.18731 of 2023

N. SATHISH KUMAR, J.
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and Crl.M.P.Nos.12477 & 12479 of 2023***

17.09.2025