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Crl.O.P.No.26882 of 20253

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.09.2025

CORAM

THE HONOURABLE MR.JUSTICE N. SATHISH KUMAR

Crl.O.P.No. 26882 of 2025

Balamurugan

... Petitioner

Vs.

1. State Rep.by
The Inspector of Police,
All Women Police Station,
Gummidipoondi,
Thiruvallur District,
Crime No.16 of 2024.

2. xxxxxxxx (De-facto complainant)

... Respondent

Prayer: Criminal Original Petition is filed under Section 528 BNSS, 2023, to call for the records relating to S.C.No.375 of 2025 on the file of the learned Sessions Judge, Magalir Neethimandram (Fast Track Mahila Court) Thiruvallur District and quash the same.

For Petitioner : Mr.M.N.Balakrishnan
for Mr.A.Thamilselvan

For Respondents : Mr.R.Vinoth Raja
Government Advocate (Crl.Side)
for R1
R2 – appeared in person



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ORDER

This Criminal Original Petition has been filed to quash the charge sheet in S.C.No.375 of 2025 on the file of the Sessions Judge, Magalir Neethimandram (Fast Track Mahila Court), Thiruvallur District for the offences under Sections 69 and 318(2) of the BNS, 2023.

2. The crux of the allegations in the charge sheet are that the father of the petitioner herein intended to marry the *de-facto* complainant to the petitioner/accused and that there was a cordial relationship developed between both the families. Due to that, both the petitioner and *de-facto* complainant fell in love and on the false promise, the petitioner had sexually intercourse with the *de-facto* complainant and as the relationship fell apart, there arose a dispute between them, which resulted in filing of the case in Crime No.16 of 2024 for the offences punishable under Sections 69, 127 and 318(2) of the BNS, 2023. On completion of the investigation, the first respondent-Police filed a charge sheet in S.C.No.375 of 2025 on the file of the Sessions Judge, Magalir Neethimandram (Fast Track Mahila Court), Thiruvallur District for the offences under Sections 69 and 318(2) of BNS, 2023.



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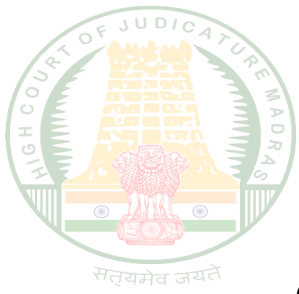
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3. Today, when the matter is taken up for hearing, the petitioner and the second respondent/*de-facto* complainant appeared before this Court and were identified by Ms.D.Nanthini, GR-II WPC, All Women Police Station, Gummidipoondi. This Court enquired the second respondent/*de-facto* complainant and she has stated that she has proposed to marry some other person, which will in fact pave way for herself and the petitioner to settle down in their life and hence, she is not willing to proceed with the Criminal proceedings as against the petitioner and has no objection to quash the proceedings in S.C.No.375 of 2025 as against the petitioner. Further, a Joint Compromise Memo dated 15.09.2025 has been filed duly signed by the parties and attested by their counsel.

4. Heard both sides and perused the materials available on record. At the outset, this Court is of the view that in the offences of serious nature, compounding is not permissible, however, taking note of the allegations pressed in the charge sheet, this Court is inclined to dispose of the matter on merits.

5. Section 69 of the Bharatiya Nyaya Sanhita, 2023 reads as follows :

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" Section 69 – Sexual intercourse by employing deceitful means etc. Whoever, by deceitful means or by making promise to marry a woman without any intention of fulfilling the same, and has sexual intercourse with her, such sexual intercourse not amounting to the offence of rape, shall be punished with imprisonment of either description for a term which may extend to ten years and shall also be liable to fine."

6. The very allegations raised by the *de-facto* complainant indicate that the petitioner/accused has deceived her by giving false promise of marriage and had sexual intercourse with her and thereafter, he refused to marry her. Had it been a case, the prosecutrix restrained the accused for further developing physical relationship between them asking him to fulfill the promise of marriage, then it would have been a case of false promise of marriage. Therefore, it cannot be stated that only because of deception played by the petitioner/accused, the *de-facto* complainant had succumbed to such a pressure. To bring the case within the ambit of misconception of fact, there must be materials to show that bad faith or deception was present from the very inception, whereas, the entire allegations in the FIR clearly indicate that the *de-facto* complainant and the petitioner/accused had indulged in sexual intercourse. In fact, the *de-facto* complainant also consented to have sexual intercourse. In such a situation, to bring the act of the petitioner/accused under the ambit of



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misconception of facts, there must be evidence or at least some materials, which is not available on perusing the entire materials.

7. The very factum that they had sexual intercourse, indicates that the alleged deception from the very inception is absent. In such a situation, it cannot be held that such consent would fall within the ambit of misconception of fact.

8. 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



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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 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."

9. In the above context, it is useful to refer the decision of the Hon'ble Supreme Court in ***Sonu Vs. State of Uttar Pradesh*** reported in ***AIR 2021 SC 1405***, wherein, in paragraphs 9 and 11, it was observed by the Apex Court as follows:

"9. In Pramod Suryabhan Pawar (supra), while



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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 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.”

10. The Hon'ble Supreme Court in the case of ***Mahesh Damu Khamre vs. State of Maharashtra and others*** reported in ***2024 SCC Online 3471*** although considered the case of Section 376 IPC on a false promise of marriage, but taking note of the facts and



observation made by the Supreme Court, it is clear that if relationship is continued for long, then it cannot be presumed that the said relationship is developed due to false promise of marriage. The observation made by the Supreme Court is as under :-

"22. 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. 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.

...

27. Thus, from the above it appears that it is more of an extra-marital affair during the aforesaid period without any insistence by the complainant for getting married to the appellant. The fact that the complainant continued to have a physical relationship for a long time without any insistence on marriage would indicate the unlikelihood of any such promise made by the appellant for marrying her and it rather indicates that the relationship was a consensual one. In our opinion, the longer the duration of the physical relationship between the partners without protest and insistence by the female partner for marriage would be



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indicative of a consensual relationship rather than a relationship based on false promise of marriage by the male partner and thus, based on misconception of fact".

11. Further, the Hon'ble Supreme Court in the case of ***Bishwajyothi Chatterjee Vs. State of West Bengal and another reported in 2025 Live Law (SC) 404***, has dealt with the matter and considered as to when the relationship cannot be considered to be of a false promise of marriage.

"20. We find that there is a growing tendency of resorting to initiation of criminal proceedings when relationships turn sour. Every consensual relationship, where a possibility of marriage may exist, cannot be given a colour of a false pretext to marry, in the event of a fall out. It is such lis that amounts to an abuse of process of law, and it is under such circumstances, that we deem fit to terminate the proceedings at the stage of charge itself".

12. Thus, it is clear from the aforesaid enunciation of law and observations made by the Hon'ble Supreme Court, so as to substantiate the relationship between the parties, which cannot be considered to be developed on a false pretext of marriage.

13. In the present case also, considering the existing factual circumstances as has been narrated by the prosecutrix in the FIR and if the same is considered to be true at its face value, it is clear that the said



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relationship is not on a false promise of marriage and as such material ingredients of Section 69 of BNS are completely missing and this relationship cannot be considered to be a relationship developed on a false promise of marriage.

14. That apart, now, the *de-facto* complainant and the petitioner/accused have also filed a joint compromise memo expressing "no objection" in quashing the charge sheet as against the petitioner herein. In view of the above, continuing the proceedings in S.C.No.375 of 2025 is nothing but an abuse of process of law and a futile exercise.

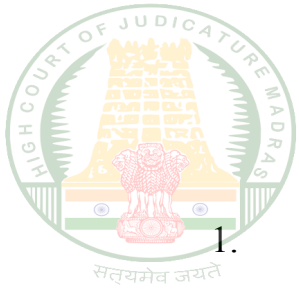
15. In such view of the matter, this Criminal Original Petition is allowed and the charge sheet in S.C.No.375 of 2025, pending on the file of the Sessions Judge, Magalir Neethimandram (Fast Track Mahila Court), Thiruvallur, is hereby quashed.

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Magalir Neethimandram
(Fast Track Mahila Court)
Thiruvallur District.
2. The Inspector of Police,
All Women Police Station,
Gummidipoondi,
Thiruvallur District.
3. The Public Prosecutor,
High Court, Madras.



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N. SATHISH KUMAR, J.

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