

THE HONOURABLE SMT. JUSTICE K. SUJANA

CRIMINAL PETITION No.12931 OF 2025

ORDER :

This criminal petition is filed under Section 482 of Bharatiya Nagarik Suraksha Sanhita, 2023 (for short 'BNSS') by the petitioner/Accused seeking anticipatory bail in connection with Crime No.1005 of 2025 of Rajendra Nagar Police Station, Cyberabad. The offences alleged against the petitioner are under Sections 69 of Bharatiya Nyaya Sanhita, 2023.

2. The case of the prosecution is that the defacto complainant lodged report before police on 13.09.2025 stating that she was acquainted with the petitioner herein from the year 2022 and he had subjected her to emotional, financial and physical exploitation. The complainant and the petitioner were in live-in relationship from April, 2022 to June 2024 under false promise of marriage made by the petitioner and during that period the couple resided together in Hyderabad where all expenses including rent, groceries, travel and household items were borne by the complainant. The petitioner strengthened his false assurances by visiting the complainant's family in Kolkata. It is also stated that though, the couple separated due to

differences, they reconciled and the petitioner continued to visit and stay with the complainant till 2025 maintaining sexual relationship. On 01.08.2025, the petitioner gave an indication of withdrawal from his commitment, and after the complainant contacting the mother of petitioner, he admitted that he never intended to marry her. Hence, the complainant requested the police for necessary action and basing on the same, the police registered the case against the accused for the above offence.

3. Heard Sri K.Venkateswar Rao, learned counsel for the petitioner, Sri N. Abhishek, learned counsel appearing for the implead respondent-defacto complainant and Sri D.Arun Kumar learned Additional Public Prosecutor appearing for the 1st respondent-State.

4. The contention of learned counsel for the petitioner is that petitioner is innocent of the said allegations. The relationship between the parties is a consensual relationship and at the time of break up, in January, 2024, the complainant initially demanded Rs.1 lakh for which the petitioner paid Rs.94,000/- in good faith. Thereafter the complainant raised her demand for Rs.10 lakhs in August, 2025 for which after the intervention of well-wishers and mediators, it was amicably settled at Rs.4 lakhs as full and final settlement. Learned counsel further submitted that owing to his weak financial position, petitioner

could not arrange the full amount immediately and he had also attempted to obtain bank loan, which was not sanctioned, meanwhile, the complainant lodged this case before police. Though petitioner initially committed default to pay the first instalment on 13.09.2025, requested the complainant to grant time till 20.09.2025 to pay Rs.2 lakhs and further assured to pay the balance amount on or before 30.09.2025. As the relationship between the parties is a consensual relationship, he prayed this Court to grant anticipatory bail to the petitioner.

5. On the other hand, the learned counsel for the implead respondent-defacto complainant filed implead petition stating petitioner herein under the promise of marriage exploited her physically and financially. She paid rent of Rs.13,500/-, Rs.80,000/- for trip to Thailand, Rs.7000/- monthly EMI for Macbook and Rs.23,500/- for purchasing Bike. He further contended that it is not mere breach of promise, the accused has taken advantage of the vulnerable state of the complainant and engaged in sexual intercourse. Therefore, petitioner is not entitled for anticipatory bail. If bail is granted he will not cooperate with the investigation and he is also not cooperating with the investigating officer as of now. Hence, requested this Court to dismiss this petition.

6. Considering the submissions made by both the counsel and the material placed on record, both parties have submitted that they paid amounts to each other. According to the complainant, she paid huge amounts to the petitioner herein including rental amount and EMI's. On the other hand, petitioner also filed whats app chat to prove payments made to the complainant. The whats app chat also shows that complainant accepted Rs.4 Lakhs as full and final settlement. However, considering that the relationship between the parties is a consensual relationship from the year 2022 to 2025, this Court deems it fit to grant bail to the petitioner subject to the following conditions :

- i. The petitioner/Accused shall surrender before the Station House Officer, Rajendra Nagar Police Station, Cyberabad, within two weeks from today, and on such surrender, the said Station House Officer shall release the petitioner on bail on his executing a personal bond for Rs.25,000/- (Rupees Twenty Five Thousand only) with two sureties, for the like sum each.
- ii. The petitioner/Accused shall appear before the concerned SHO at 11:00 a.m., on every Wednesday for a period of eight (8) weeks, for the purpose of investigation and thereafter, as and when required.
- iii. The petitioner/Accused shall abide by the other conditions stipulated in Section 482 (2) of BNSS and co-operate with the Investigating Officer in investigating the case.

7. Accordingly, this Criminal Petition is allowed.

Miscellaneous petitions, if any, pending shall stand closed.

Date :16.10.2025
Rds

K. SUJANA, J

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