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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **BAIL APPLN. 327/2025**

RAHUL SHARMA

.....Petitioner

Through: Mr. Jaidev Sharma, Advocate

versus

THE STATE GOVT. OF NCT OF DELHI

.....Respondent

Through: Mr. Naresh Kumar Chahar, APP for
the State

Prosecutrix alongwith counsel

CORAM:

HON'BLE MS. JUSTICE SWARANA KANTA SHARMA

ORDER

27.01.2025

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CRL.M.A. 2389/2025 (exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

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3. The instant application under Section 482 of BNSS, 2023/Section 438 of the Code of Criminal Procedure, 1973 ('Cr.P.C.') has been filed on behalf of the applicant seeking grant of anticipatory bail in case arising out of FIR bearing no. 0036/2025, registered at Police Station Paharganj, Delhi for the offences punishable under Section 376/406 of the Indian Penal Code, 1860 ('IPC').
4. Issue notice.
5. Mr. Naresh Kumar Chahar, learned APP for the State accepts notice



on behalf of the State. Mr. Naresh Kumar Chahar, learned counsel appearing on behalf of the complainant/R-2 accepts notice.

6. Briefly stated, the facts of the case are that the present FIR was registered on the complaint of the complainant, 'K,' aged about 33 years. In her complaint, the complainant had alleged that she had known the accused, Rahul Sharma, since 2015 and that they had initially met through a common friend and had stayed in touch through Facebook. In 2016, the complainant had discovered through Facebook that the accused had married someone. Later that year, the complainant and the accused had exchanged phone numbers as the complainant had certain queries regarding a property. Subsequently, the accused had informed the complainant, about 10–15 days later, that his wife had sent him a divorce notice. Six months thereafter, the accused had claimed that he had been divorced from his wife. In December 2021, the complainant and the accused had planned a trip to Dhanaulti, and on their way back, they had stayed at a hotel in Rishikesh. As alleged, during their stay, the complainant had requested the hotel staff for an extra mattress. When the hotel staff had arrived to deliver a blanket, the accused had interacted with the staff and, after 5–7 minutes, had received something else from them, which he had kept in his bag. The complainant alleged that on the morning of 02.01.2022, the accused had forcibly established physical relations with her, using a condom that he had earlier received from the hotel staff and had kept in his bag. When the complainant had started crying, the accused had assured her that he would marry her soon. After returning to Delhi, the complainant had repeatedly asked the accused about marriage, but the accused had ignored her questions. The complainant further alleged that the accused had continued to engage in physical relations with her under the



pretext of marriage. Eventually, the complainant, fed up with the accused's conduct, had broken off their relationship. However, in December 2022, the accused had messaged the complainant again and had proposed another trip, which she had refused. The complainant had informed the accused that she had been in a relationship with another person 'P', and that they were planning to marry within the next 6–8 months. Despite this, the accused had kept on sending her messages, and due to same, 'P' had refused to marry the complainant. Following this, the complainant and the accused had rekindled their relationship, during which the accused had again engaged in physical relations with her. On 26.07.2023, the accused had taken the complainant to Hotel Le Continental in Paharganj and had assured her that they would get married by the end of the year. Similar meetings had occurred at the same hotel on 08.08.2023, 24.08.2023, and 18.11.2023. The last meeting between the complainant and the accused had allegedly taken place on 24.08.2024, at the same hotel. The complainant alleged that the accused had repeatedly established physical relations with her, on the false promise of marriage but had failed to fulfill his assurances. Frustrated by the accused's repeated false promises and ignoring her requests for marriage, the complainant had filed the present complaint, leading to the registration of the FIR and the commencement of the investigation. The complainant was medically examined at LHMC Hospital, where she refused to get her internal medical examination conducted. Her statement under Section 183 of BNSS was also recorded before the learned Magistrate.

7. The learned counsel appearing on behalf of the accused/applicant argues that the relationship between the applicant and the complainant was consensual in nature and she knew from the inception of the relationship that



the accused was already married. It is also argued that the alleged complainant herein is now extending threats to the applicant and wants to extort money from him. The learned counsel for the applicant also draws this Court's attention to the WhatsApp chats and other transcripts annexed with the present bail application, to contend that it was the complainant, who always used to insist the applicant for making physical relations. Therefore, it is stated that since the applicant has been falsely implicated in this case, he be granted anticipatory bail.

8. The learned counsel appearing on behalf of the complainant denies that the relationship in the present case was consensual, however, he admits that the accused was already married and was in a legally subsisting marriage at the time of incident in question. It is however argued that the accused had promised to marry the complainant and on the said promise, he had established physical relations with the complainant.

9. The learned APP for the State, on the other hand, argues that the accused herein had misrepresented to the complainant that he was divorced and on that pretext, he had made physical relations with the complainant and later refused to marry her. He however, on instructions from the I.O. who is present in the Court, states that the applicant had joined investigation and cooperated with the I.O. It is also conceded that he had handed over to the I.O., the text of conversations and the messages exchanged between him and the complainant.

10. On instructions from the applicant, the learned counsel for the applicant has undertaken that, since the applicant/accused is still using the mobile phone from which the subject conversations – which have been annexed with the application – were exchanged with the complainant, the



applicant will hand over the mobile phone to the I.O. at 5:00 PM today.

11. Considering that the custodial interrogation of the accused is not required, the nature of allegations which pertain to the year 2021 and 2022, the fact that the accused was already married to his partner and the complainant was also in relationship with some other person at the time to which the allegations pertain to, and also taking into account the fact that the accused had joined investigation when he was directed to join, this Court is inclined to grant anticipatory bail to the applicant/accused. In view thereof, it is directed that in event of arrest, the applicant shall be released on his furnishing a personal bond in the sum of Rs. 20,000/- with one surety of the like amount to the satisfaction of the IO/SHO concerned, on the following terms and conditions:

- i. The applicant shall not leave country without prior permission of the concerned Court.
- ii. The applicant shall join investigation as and when required by the concerned I.O./SHO.
- iii. The applicant shall not directly or indirectly make an attempt to influence the witnesses or tamper with the evidence in any manner.

12. The present application is accordingly disposed of.

13. It is clarified that nothing expressed hereinabove shall tantamount to an expression of opinion on the merits of the case.

14. The order be uploaded on the website forthwith.

JANUARY 27, 2025/ns

SWARANA KANTA SHARMA, J

Click here to check corrigendum, if any