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

+ **BAIL APPLN. 2702/2025**

**SURESH**

.....Petitioner

Through: Mr. Ajit Kumar, Mr. Alok Kumar and  
Mr. Rakesh Kumar, Advocates

versus

**THE STATE GOVT. OF NCT OF DELHI & ANR. ....Respondents**

Through: Mr. Shoaib Haider, APP for the State  
with SI Mahavir PS DBG Road  
Ms. Tanya Agarwal and Mr. Krishna  
Kumar Keshav, Advocates for R-2  
with R-2 in person

**CORAM:**

**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA**

**ORDER**

**13.10.2025**

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1. Bail Application 483 of the Bharatiya Nagarik Suraksha Sanhita, 2023 has been filed by the Applicant-Suresh for grant of Regular Bail in FIR No. 0129/2025 registered under Sections 376/328 IPC and under Sections 4 of Dowry Prohibition Act at P.S. D.B. Gupta Road.
2. It is submitted that the Applicant is a native of Bareilly and met the Complainant through a common relative, Vijay Pal, at a family function in Rampur, UP. The family members explored the possibility of a mutual alliance and with the passage of time, a Roka ceremony was performed at the Complainant's house in Delhi on 05.04.2023. It was decided that the marriage would take place at least after one year.
3. The Applicant and Complainant started meeting voluntarily, which was within the knowledge of the families. However, the differences arose



between the parties regarding the wedding venue, as both sides insisted that the wedding should be performed at their respective locations. The marriage got delayed as no consensus emerged on the venue and the modalities of the marriage functions.

4. The Complainant represented that she was working in Delhi Police and even gave a photograph in the Police uniform, which is annexed alongwith the Application. The Complainant asked the Applicant to come to Delhi and meet her on several occasions. The Complainant herself booked the Hotel Sahaj Continental, opposite Police Station, Desh Bandhu Gupta Road, New Delhi, and she only made the payment for the room, where they both met voluntarily, willingly and with mutual consent. No forceful incident ever took place. It is denied that any sexual relationship was established. The Applicant lastly came to Delhi in December 2024 and has not come to Delhi thereafter.

5. The Complainant representing herself to be employed in Delhi Police, got the Applicant introduced to one Vijay Saini, who arranges Government Police jobs through his links. The Complainant and Vijay Saini in collusion, lured the Applicant to pay Rs.3.5 lacs for getting a job in Delhi Police and defrauded the Applicant accordingly. The Complainant has a gang consisting of several such persons, including Vijay Saini about which the Applicant came to know later.

6. The talks went on for finalizing issues related to the wedding, including the venue, etc. In the meanwhile, the Applicant asked the Complainant to show Appointment Letter which had been promised by the her and Ajay Saini, but no job was given despite substantial payment by the Applicant. He finally after waiting for a considerable time, in the month of



December 2024, demanded back the money from the Complainant and Ajay Saini, which the Complainant refused and threatened to implicate him in a false case, which she did on 22.02.2025.

7. The Applicant states that he is in judicial custody since 28.02.2025. The Chargesheet has already been filed after completion of investigation.

8. The first Bail Application of the Applicant was dismissed by the Ld. ASJ on 23.04.2025. The second Bail Application has been dismissed on 28.05.2025.

9. The Bail is sought ***on the ground*** that this is a frivolous Complaint made against the Applicant. There is no incriminating evidence in the entire Chargesheet i.e. CCTV footage, photographs or video recording nor is there any evidence to show that the Applicant committed the acts, as alleged by the Complainant. The delay in the marriage was not due to any fault of the Applicant, but the time was extended by mutual consent of both parties as they wanted to perform the marriage at least one year after the Roka. Marriage talks took place several times between the parties, but there were disputes with regard to the venue of marriage.

10. The Complainant has refused to go for internal medical examination, which is crucial to the case of the Prosecution. There is an inordinate delay in registration of the FIR as the allegations of forced sexual assault after administering intoxicating substance and threatening to viral the video of the alleged physical relationship between the parties, is of 2023. There is not an iota of evidence in the Chargesheet. There is no witness from the Hotel or any other place, to establish that the Applicant was threatening or misbehaving with the Complainant, or that any forceful physical relationship was established in the hotel.



11. The allegations made in the Complaint are absolutely false and frivolous. In case complainant was so traumatized, there was nothing to prevent her to go to the Police Station in the last two years. It is only when the Applicant started asking demanding return of his Rs.3.5 lacs given to the Complainant on the promise of getting a Government job, that the differences arose.

12. On 28.01.2025, the Complainant alongwith several other persons, went to Bareilly and started shouting and quarreling with the Applicant and his family members, thereby threatening to implicate them in a false case with *mala fide* intention. The Complainant created chaos, and the Police was called by the Applicant, after which only the Complainant and her Associates left the place.

13. In order to avoid repayment of Rs.3.5 lacs, this false and frivolous Complaint of 22.02.2025 has been registered. The Applicant has never visited Delhi after 24.12.2025. He has been arrested from his house in Bareilly on 28.02.2025.

14. It is further submitted that FIR No.0186/2025 under Sections 318/4, 316/2, 308(2), 333, 352, 351(2) BNS at P.S. Bithari Chainpur, Bareilly, UP, has been registered against the Complainant and her Associates. She had approached the High Court of Allahabad to get the FIR quashed, but the same was dismissed *vide* Order dated 05.05.2025.

15. The relationship between the Complainant and the Applicant is of fiancé, and it is apparent that she has used the Applicant to commit cheating and defraud him, by adopting a *modus operandi* of working with the accomplices. There is no injuries found in the MLC, and the charges of rape are false and frivolous. Even in the statements of the family members of the



Complainant, they had not stated that they had any knowledge of any forceful act committed by the Applicant. The allegations are only about dowry, which too, are without any basis.

16. No case is made out against the Applicant. He is a young man and has clean antecedents and is not a previous convict. He is a resident of Bareilly and there is no possibility of fleeing or tampering with evidence. He is ready to abide by any condition that may be imposed. Hence, a prayer is made that he be granted Bail.

17. In the **Status Report**, the State has reiterated the investigation which has been conducted in the present case. It is submitted that statement of the Victim was recorded under Section 183 B.N.S.S. on 24.02.2025. There are multiple entries of couple at Hotel Sahaj. On 19.04.2025, the Prosecutrix handed over a transcription of audio recording wherein demand for car and breaking of marriage in case if the demands are not met, were being made.

18. The Applicant was arrested on 28.02.2025. During the investigation, WhatsApp chats were seized, and also the mobile phones of the Victim as well as the Applicant were seized, which were sent to the FSL for expert opinion. Chargesheet already stands satisfied.

19. Bail is opposed on the ground that the offence committed is heinous in nature.

**Submissions heard and record perused.**

20. It is not denied that a Roka ceremony of the parties was performed on 05.08.2023 and it was decided that the marriage would be performed at least after one year. Since then, the parties have been in constant touch. It is on record that they have met many a times in the Hotel, where they had sexual relationship as per the Complainant. The IO has verified the visits to the



Hotel according to the Applicant. The bookings every time was done by the Complainant and she in fact made the payments for the Hotel.

21. It is reflected that they had continued in this relationship for a long time. However, on account of subsequent differences, the FIR has been registered only in the year 2025.

22. It is also a case of the Applicant that he had paid Rs.3.5 lacs to the Associate Vijay Saini at the instance of the Complainant for getting a Government job. Because, a job was not arranged, the Applicant started demanding return of money since December, 2024, which has prompted the registration of this FIR, which is claimed to be motivated.

23. Considering the nature of allegations and the totality of circumstances, the Applicant is granted Regular Bail, on the following terms and conditions:-

- a) The Applicant/Accused shall furnish a personal bond of Rs.50,000/- and one Surety of the like amount, subject to the satisfaction of the learned Trial Court.
- b) The Applicant/Accused shall appear before the Court as and when the matter is taken up for hearing;
- c) The Applicant/Accused shall provide his mobile number/changed mobile number to the IO concerned which shall be kept in working condition at all times;
- d) The Applicant/Accused shall not indulge in any criminal activity and shall not communicate or intimidate the witnesses.
- e) In case the Applicant/Accused changes his residential address, the same shall be intimated to learned Trial Court and to the concerned I.O.



24. The copy of this Order be communicated to the concerned Jail Superintendent, as well as, to the learned Trial Court for information and compliance.

25. The Bail Application is accordingly disposed of.

**NEENA BANSAL KRISHNA, J**

**OCTOBER 13, 2025**

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