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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **BAIL APPLN. 2711/2025, CRL.M.A. 21119/2025**
PANKAJ KUMARPetitioner

Through: Mr. Neeraj Grover, Mr. Rajat Sabu,
Ms. Aishani Singh and Mr. Siddharth,
Advocates.

versus

STATE OF NCT OF DELHI & ANR.Respondents

Through: Mr. Utkarsh, APP for the State with
W/SI Ragani Kumar, PS: Wazirabad.
Respondent No.2 in person with
Counsel.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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21.08.2025

1. First Bail Application under Section 483 of BNSS has been filed on behalf of the Petitioner seeking Regular Bail in case FIR No.0091/2025 under Section 376/506 IPC, registered at PS: Wazirabad, Delhi.
2. It has been submitted in the Bail Application that the Applicant first came in contact with Respondent No.2 in the year 2017 through social media platforms and they remained in regular contact over mobile phone and other platforms. Thereafter, since August, 2022 till 11.01.2025, the Applicant and Respondent No.2 cohabited and had physical relationships.
3. In July, 2022, as the Applicant was facing financial hardship, he travelled to Himachal Pradesh upon the suggestion of Respondent No.2. The Applicant arranged accommodation and they visited various tourist destinations in Himachal Pradesh. After completing the trip, the Applicant returned to his rented accommodation in Delhi. There was no physical relationship established between them during this period, and there was no



promise of marriage.

4. In the meanwhile, in July 2022, Respondent No.2 having dispute with her parents, left her home in Himachal Pradesh and came to Delhi in search of employment. After coming to Delhi, she requested the Applicant to allow her temporary accommodation at his rented 2BHK flat, where he was residing with three flat mates. Given the late hour and out of courtesy, the Applicant permitted her to stay in one of the rooms, while he and his flat mates stayed in the other. She remained in the said premises for three days and thereafter, returned to Himachal Pradesh as she was unable to get any job.

5. From 18.08.2022, the Applicant and Respondent No.2 entered into a consensual live-in relationship, which continued until 11.01.2025. At no point of time, did the Applicant made false promise of marriage; rather, it was Respondent No.2, who repeatedly pressurized him to initiate discussions with his parents and he initiated such conversation. However, Respondent No.2 never reciprocated the same by facilitating any meeting with her own parents.

6. In the year 2023, she started continuously harassed the Applicant physical and mentally and also started extorting money from him. On occasions, when the Applicant refused to meet her monetary demands, she in a fit of rage, deliberately damaged his belongings. She also assaulted him physically by biting him and inflicting injuries on his back with her finger-nails.

7. Following her termination from employment, she continued to cohabitate with the Applicant and allegedly engaged in a pattern of extortion by demanding money for her personal expenses. She threatened to disclose



their live-in relationship to the Applicant's parents and file a police Complaint against him, in case her demands are not fulfilled by the Applicant. On multiple occasions, when the Applicant attempted to have discussion to terminate their relationship, Respondent No.2 threatened to lodge a false Complaint of rape, thereby causing reputational harm to the Applicant and his family. Fearing social repercussions and stigma, he refrained from ending the relationship.

8. Respondent No.2 allegedly coerced the Applicant into discussing marriage with his family and the Applicant, in good faith, initiated such discussions. The Applicant also requested Respondent No.2 to arrange a meeting with her parents to seek their consent for marriage, which she consistently refused. Evidence of these interactions, including WhatsApp conversations is annexed to show that the Applicant had proposed to arrange a meeting with parents of Respondent No.2, to obtain approval for marriage.

9. On 11.01.2025, following the termination of their relationship, because of persistent harassment by Respondent No.2, she vacated the shared rented flat. She threatened the Applicant that she would file a Police Complaint against him, which was eventually filed and the FIR registered on 15.02.2025.

10. Non-bailable warrants (NBWs) were issued against the Applicant on 22.03.2025 by learned ASJ, but the same were withdrawn as the same had been issued by the learned Trial Court.

11. Thereafter, on 22.04.2025, the Applicant filed an Application before JMFC for cancellation of NBWs, but the same was dismissed.

12. Thereafter, the Applicant filed a Petition under Section 528 BNSS, 2023, before this Court, which was dismissed as withdrawn vide Order dated



05.05.2025. Thereafter, on 15.05.2025, the Applicant filed an Application for surrender, but the same was withdrawn as the Applicant feared threat to life. Eventually, he surrendered on 22.05.2025 and since then he is in judicial custody.

13. Application under Section 483 of BNSS, 2023, for grant of bail was dismissed by the learned Sessions Judge. Bail is sought on the ground that he has been falsely implicated.

14. Reliance has been placed on Mandar Deepak Pawar vs. State of Maharashtra & Anr., 2022 SCC OnLine SC 2110, wherein the parties chose to have physical relationship without marriage for a considerable period of time and an FIR was registered 3 years after their relationship turned sour, FIR was quashed.

15. It is submitted the FIR in the present case is abuse of process of law. Furthermore, the parameters for grant of bail have been considered in the case of Siddharam Satlingappa Mhetre vs. State of Maharashtra, (2011) 1 SCC 694 there is no likelihood of the Applicant absconding or tampering with the evidence. Reliance is also placed on Deepak Gulati vs. State of Haryana, (2013) 7 SCC 675. It is submitted that in the give circumstances, bail be granted to the Applicant.

16. *Status Report* filed on behalf of the State be taken on record, wherein the brief facts of the case are stated that Respondent No.2 was in live-in relationship with the Applicant and had been residing in a rented accommodation in Delhi. She had made allegations of the Applicant having made unnatural physical relationships with her on multiple occasions on the pretext of marriage and is now denying to marry her. When she asked him for marriage, he demanded a Fortuner Car and threatened to kill her and her



family members.

17. During the investigations, her statement under Section 183 B.N.S.S. was recorded, wherein she corroborated her version. During investigations, multiple raids were conducted for apprehension of the Applicant, but he could not be found. He deliberately evaded the process of law and eventually NBWs were issued against him on 22.03.2025, after which he had filed Application for Anticipatory Bail before the Court, but that too was dismissed. He surrendered on 22.05.2025.

18. The investigations have been completed. Chargesheet was filed before the Court on 16.04.2015 without arrest of the Applicant and supplementary Chargesheet was filed on 17.07.2025 after his arrest.

19. *Respondent No.2/Complainant in person* along with her counsel have opposed the Bail Application on the ground that the Applicant has refused to marry her. She also asserted that the sexual relationship for the first time was forcefully established by the Applicant.

Submission heard and record perused.

20. The Applicant/Petitioner is in Judicial Custody since 22.05.2025. Essentially, it is not denied that the parties became friends in the year 2017 through social media platforms and remained in contact since then. It is also not denied that since August, 2022, they have been living in a rented accommodation of the Applicant. The allegations made in the Complaint also reflect that mother of the Applicant had come to stay with him in the rented accommodation in the year 2024. The parents of the Applicant as well as Respondent No.2 apparently knew about their live-in relationship. It is prima facie reflected that their relationship turned sour, which resulted in



registration of the present FIR.

21. The Apex Court in Dhruvaram Murlidhar Sonar vs. State of Maharashtra, (2019) 18 SCC 191, has observed:-

*“there is a clear distinction between rape and consensual sex. The court, in such cases, must very carefully examine whether the complainant had actually wanted to marry the victim or had mala fide motives and had made a false promise to this effect only to satisfy his lust, as the latter falls within the ambit of cheating or deception. There is also a distinction between mere breach of a promise and not fulfilling a false promise. **If the accused has not made the promise with the sole intention to seduce the prosecutrix to indulge in sexual acts, such an act would not amount to rape. There may be a case where the prosecutrix agrees to have sexual intercourse on account of her love and passion for the accused and not solely on account of the misconception created by accused, or where an accused, on account of circumstances which he could not have foreseen or which were beyond his control, was unable to marry her despite having every intention to do. Such cases must be treated differently.** If the complainant had any mala fide intention and if he had clandestine motives, it is a clear case of rape. The acknowledged consensual physical relationship between the parties would not constitute an offence under Section 376 IPC.”*

22. Furthermore, in the case of Ravish Singh Rana vs. State of Uttarakhand and Anr., 2025 SCC OnLine 1055, the Apex Court while noting that the parties in said case not only admitted having physical relations with each other but also of living together in a rented accommodation as a live-in couple, observed that *if two able-minded adults reside together as a live-in couple for more than a couple of years and cohabit with each other, a presumption would arise that they voluntarily*



chose that kind of a relationship fully aware of its consequences.

23. Considering the nature of allegations, the Applicant/Petitioner being in judicial custody since 22.05.2025 and Chargesheet has already been filed, the Applicant/Petitioner is granted Regular Bail, on the following terms and conditions:

- a) The Applicant/Petitioner shall furnish a personal bond of Rs.45,000/- and one surety of the like amount, subject to the satisfaction of the learned Trial Court;
- b) The Applicant/Petitioner shall appear before the learned Trial Court as and when the matter is taken up for hearing;
- c) The Applicant/Petitioner 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/Petitioner shall not indulge in any criminal activity and shall not communicate or intimidate the witnesses; and
- e) In case the Applicant/Petitioner changes his residential address, the same shall be intimated to learned Trial Court and to the concerned IO.

24. A copy of this Order be communicated to the concerned Jail Superintendent, as well as, the learned Trial Court.

25. Bail Application along with pending Applications is disposed of.

NEENA BANSAL KRISHNA, J.

AUGUST 21, 2025/R