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

+ **BAIL APPLN. 3091/2025**

SANDEEP

.....Petitioner

Through: Mr. Rajeev Kumar, Advocate with
Petitioner in person

versus

STATE OF NCT OF DELHI

.....Respondent

Through: Mr. Utkarsh, APP for the State with
SI Rahul Rathi, P.S. Sangam Vihar
Mohd Arif, Advocate for
Complainant with Complainant in
person

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER
09.10.2025

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1. First Bail Application under Section 482 of the Bhartiya Nagrik Suraksha Sanhita (BNSS), 2023 has been filed on behalf of the **Applicant/Sandeep** seeking **Anticipatory Bail** in FIR No. 0289/2025 registered under Sections 69/115(2) Bharatiya Nyaya Sanhita (BNS), 2023 at P.S. Sangam Vihar.

2. It is submitted that the first Anticipatory Bail Application filed before the learned ASJ, has been dismissed on 25.07.2025. The second Bail Application of the Applicant has also been dismissed on 25.07.2025.

3. The Applicant is a 28 year old law-abiding citizen, employed as a contractual driver in a Government Department and has no previous criminal records. He is a permanent resident of Delhi with deep roots in society.



4. The **brief facts of the case** are that the Applicant met the Complainant in the year 2022, when she sought his assistance in finding a room on rent. The Applicant, out of courtesy, helped her to secure the accommodation through one of his acquaintances. Over time, they developed a friendship, which eventually turned into a romantic relationship.

5. The Complainant is a married woman, the fact that was deliberately concealed during the initial phase of relationship as the Complainant falsely portrayed herself to be unmarried. It was only at a later stage that the Applicant came to know that she was already married and had a child. He was shocked by the revelation of this fact. Thereafter, he refused to continue the relationship.

6. In retaliation, the Complainant threatened that if he tried to end the relationship, she would lodge a false complaint against him and his family members accusing him of rape. The Applicant alarmed by such threats, requested her to allow him to terminate the relationship peacefully and even expressed his willingness to provide her with reasonable support but the Complainant coerced him not to dissolve the relationship. She had no objection to his getting married to someone else, but insisted that he must continue to take care of her as if she was his wife. Faced with no alternatives and under duress, the Applicant consented.

7. Thereafter, the Complainant began harassing the Applicant on various pretexts. She made unreasonable demands including asking for expensive gifts, beer, cigarettes, and insisted that the Applicant should accompany her and the child in public. Distressed deeply with such conduct, the Applicant started distancing himself to end the relationship. However, in retaliation, the Complainant lodged a Police Complaint against him.



8. The Applicant was summoned by the Police, who informed him about the Complaint leveling allegations of rape against him. He was advised by the Police to settle the matter amicably and comply with the demands of the Complainant. Under coercion, the Applicant reluctantly agreed. Settlement dated 24.12.2023 was executed in the Police Station.

9. Under pressure, the Applicant continued the relationship with the Complainant for approximately two months. Thereafter, the Complainant began insisting that Applicant should take her and the child to his native village, stating that the child has never seen a village. The Applicant denied explaining that it would not be feasible for him to do so and then the Complainant began threatening him. She coerced him by stating that if he did not take them to his village, she would visit his parents' house and create a public scene in his locality.

10. The Complainant came to his residence and abused his mother and family members. The situation got escalated to an extent that the neighbors had to intervene and send the Complainant back. Subsequently, the Applicant made Complaint in the Police Station against the Complainant on 14.02.2024.

11. In retaliation, the Complainant made a counter Complaint wherein the Applicant was summoned by the Police and counseled both the parties, which led to the withdrawal of the Police Complaint by the Complainant.

12. Due to this continuous drama, chaos, and harassment caused by the Complainant, the Applicant's family was compelled to disassociate themselves from him and eventually expelled him from their home. However, the harassment at the end of the Complainant has not ended and he has been blackmailed and mentally tormented by her. Enduring this



mental harassment, emotional blackmail, and coercion for a considerable period, the Applicant had eventually found the situation unbearable and started ignoring her calls and messages.

13. The Complainant in an attempt to contact him, visited his residence on 13.04.2025, and upon not finding him there, she abused his mother. She also used caste based slurs against the mother in the presence of his mother. She has been continuously harassing the Applicant and his family members. By mid-April, the Applicant completely ceased all his contact. Enraged Complainant again visited his residence, and upon not finding him, again misbehaved with his mother.

14. The allegation of forced sexual relationship is entirely false and fabricated, made solely with the intent of lodging a false and malicious Complaint against the Applicant. This is also substantiated by the WhatsApp messages exchanged between the parties on 19.04.2025. The Complainant continued to send offline messages even after the WhatsApp was blocked. On 08.05.2025, she threatened the Applicant. After exhausting all her tactics, she ultimately got FIR registered.

15. The Bail is sought on the ground that allegations concerning the abortion as made in the Complaint is false and fabricated, solely aimed at portraying the offence as grievous in nature and nothing beyond that. There is no medical report to substantiate the allegations of rape, miscarriage or physical assault, as alleged by the Complainant. There is no offence under Section 69 BNS, which has been disclosed, as the physical relationship between the parties was consensual. Even in the FIR, there is no allegation of false promise.



16. Reliance is placed on Anmol Bhagwan Rahul v. State of Maharashtra, wherein the Apex Court emphasized caution in entertaining allegations arising out of sour relationships amongst consenting adults.

17. The Applicant submits that he apprehends arrest in the aforesaid case and has sought Anticipatory Bail.

18. ***The Status Report has been filed on behalf of the State*** wherein the investigations in the Complaint, has been reiterated.

19. It is submitted that on 25.06.2025, the Complainant underwent a medical examination at AIIMS Hospital vide MLC No. 4942/2025, wherein she reported a history of sexual assault by the Applicant. Her statement was recorded under Section 183 BNSS on 27.06.2025 by learned JMFC, wherein she stated that she became dizzy after taking cold drinks served to her by the Applicant and he took inappropriate photographs of her. He has been blackmailing her and she has given Rs.50,000/- in all to him. She also made allegations of frequent physical assault, forced unnatural sexual acts and continued threats to her.

20. The Accused allegedly approached her near Saket Select City Mall on 03.07.2025 and threatened to kill her. She submitted a written Complaint at P.S. Saket. The Notice under Section 94 BNSS was served upon the Complainant to provide her mobile phone containing the alleged chat and to produce the documentary proof with regard to abortion. Notice under Section 94 BNSS was also served upon JD Clinic to which they replied that the Complainant had never visited their Clinic and did not administer her any medicine. Further investigations are underway.

21. *Learned Counsel for the Complainant* has argued that the Complainant was divorced by pronouncing Triple Talaaq by her husband in



the year 2012. She had been coerced into this relationship by the Applicant on a false promise of marriage. Her obscene photographs were taken by the Applicant on the basis of which he had blackmailed her and had taken about Rs.50,000/- from her. She has also been threatened by the Applicant for which she has already made a Complaint in the Police Station.

22. It is submitted that here is a case where a young woman has been taken advantage of by the Applicant and his Bail Application is vehemently opposed.

Submissions heard and record perused.

23. The present matter pertains to allegations against the Applicant under Section 69 BNS (*Sexual intercourse by employing deceitful means etc.*) and Section 115(2) BNS (*corresponding to Section 323 of the Indian Penal Code providing for the punishment for voluntarily causing hurt*).

24. In the case of Sushila Aggarwal and Others vs. State (NCT of Delhi) and Another, 2020 (5) SCC 1, it was held that while considering whether to grant Anticipatory Bail, Courts ought to be generally guided by considerations such as the nature and gravity of the offences, the role attributed to the Applicant, and the facts of the case. Grant of anticipatory Bail is a matter of discretion and the kind of conditions to be imposed or not to be imposed are all dependent on facts of each case, and subject to the discretion of the Court.

25. *In the present case*, at the outset, it cannot be overlooked that as per the Complaint, the Complainant herself stated that she was married and also has a young child. The Complainant and the Applicant had a longstanding personal relationship that commenced in the year 2022. The prolonged nature of their relation, extending over more than two years, itself raises a



doubt over the credibility of the allegation of coercion and forceful acts by the Applicant. Moreover, it is pertinent to note that despite the alleged incidents spanning from 2022 to 2025, the FIR was registered only in May 2025.

26. Furthermore, it is important to note that upon being served with a Notice under Section 94 of the B.N.S.S., JD Clinic responded by stating that the Complainant/Victim *had not visited their clinic and that no medicine had been administered by them.*

27. The allegations in the FIR, when read in conjunction with the prolonged nature of the relationship, the Applicant's consistent stance, the absence of medical or documentary evidence, and the pattern of retaliatory conduct on the part of the Complainant, point towards a relationship that was consensual and voluntary in nature.

28. In the case of Pramod Suryabhan Pawar vs. State of Maharashtra, 2019 (9) SCC 608 has held that every breach of promise to marry does not amount to misconception of fact. It was observed that the "consent" of a woman with respect to Section 375 must involve an active and reasoned deliberation towards the proposed act. To establish whether the "consent" was vitiated by a "misconception of fact" arising out of a promise to marry, two propositions must be established. *The promise of marriage must have been a false promise, given in bad faith and with no intention of being adhered to at the time it was given. The false promise itself must be of immediate relevance, or bear a direct nexus to the woman's decision to engage in the sexual act.*

29. Given the lack of tangible evidence supporting the allegations of the Complainat, the history of consensual interactions between the parties, and



the fact that the Applicant has been continuously harassed and coerced by the Complainant, it is a fit one for the grant of Anticipatory Bail.

30. Furthermore, the custodial interrogation of the Applicant is not required. There is nothing on record to suggest that the Applicant would interfere with evidence or influence witnesses. There is also no likelihood of his absconding, given that he is a well-settled individual working contractually in the Government Department, has deep roots in society and has a family.

31. Considering the totality of the circumstances, it is directed that in the event of his arrest, the Applicant shall be admitted to Anticipatory Bail by the Investigating Officer/Arresting Officer, subject to the following conditions:-

- (i) The Applicant shall furnish a personal bond in the sum of Rs.35,000/- with one Surety in the like amount to the satisfaction of the Investigating Officer/Arresting Officer.
- (ii) The Applicant shall join the investigations, as and when called by the Investigating Officer and shall co-operate during the investigations.
- (iii) The Applicant shall furnish his cellphone number to the Investigating Officer on which he may be contacted at any time and shall ensure that the number is kept active and switched-on at all times.
- (iv) The Applicant shall not contact, nor visit, nor offer any inducement, threat or promise to any of the prosecution witnesses or other persons acquainted with the facts of case.
- (v) The Applicant shall not tamper with evidence nor otherwise



indulge in any act or omission that is unlawful or that would prejudice the proceedings in the pending trial.

32. The Bail Application stands disposed of in the above terms.
33. Copy of the Order be sent to the learned Trial Court for compliance.

NEENA BANSAL KRISHNA, J

OCTOBER 9, 2025

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