



2025:DHC:10490



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

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*Judgment reserved on: 13.11.2025**Judgment pronounced on: 26.11.2025*+ **BAIL APPLN. 3609/2025****RAVI KANT BHARTI**

.....Petitioner

Through: Mr. Ravinder Kumar, Mr. Sharvan,
Ms Pooja Singh, Mr. Sahabuddin, Ms.
Saloni Uppal & Mr. Simranjeets
Kaur, Advs.

versus

STATE GOVT. OF NCT OF DELHI

.....Respondent

Through: Mr. Tarang Srivastava, APP for
State with W/SI Monu Kumari P S
Dabri.
Ms. Sanjana Gupta, DHCLSC for
prosecutrix.**CORAM:****HON'BLE MR. JUSTICE VIKAS MAHAJAN****JUDGMENT****VIKAS MAHAJAN, J**

1. The present petition has been filed seeking grant of regular bail in connection with FIR No. 364/2025 under Section 376 of IPC registered at PS Dabri, District Dwarka, Delhi.
2. The case of the prosecution as borne out from the FIR is that the complainant met the petitioner/accused on a matrimonial website *jeevansathi.com* sometime in May 2023. They shared their information through the matrimonial portal and decided to get married. The petitioner



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had promised to marry the victim. On the day of victim's friend's marriage, the petitioner and the victim stayed at a nearby hotel named Hotel Pingla Residency, Vijay Enclave, Delhi where the petitioner tried to have physical relations with the victim. The victim initially denied stating that they should wait until marriage. However, the petitioner insisted, saying that he will marry only the victim, that's why there is no harm in all these things, and thus, had physical relations with her.

3. On 26.07.2024, the victim and the petitioner had a fight, the reason of which was the petitioner's refusal to marry the victim. When the victim asked the reason for refusal, the petitioner stated that his parents wish to get him married somewhere else and the victim is not as per their liking. This fact the petitioner had told the victim in the beginning as well and still he promised to marry the victim and remained in relationship with her. But now the petitioner wants to distance himself from the victim. The victim believed that the petitioner is getting good money in dowry from somewhere else, which her family is not in a position to give.

4. The status report refers to victim's statement recorded under Section 183 BNSS, wherein the victim has stated that the petitioner and victim had met for about 1.5 years.

5. The learned counsel for the petitioner submits that from the FIR and the statement of the victim recorded under section 183 BNSS it appears that the sexual relations were consensual.

6. He submits as per the allegations in the FIR, it is not a case of making false promise to marry the prosecutrix solely to secure consent for sexual relations. He contends that it the case of the prosecution in the FIR that the



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petitioner had told the victim in the beginning itself that his parents wish to get him married somewhere else and the victim is not as per their liking, but still he promised to marry the victim, which shows that the petitioner had made it clear to the victim about his family not being receptive to their relationship, still the victim continued in relationship with the petitioner for 1.5 years.

7. He submits that the petitioner is in judicial custody since 14.07.2025 and denial of bail amounts to a pre-trial punishment which is in gross violation of Article 21 of the Constitution of India.

8. He submits that the antecedents of the petitioner are clean and there are no previous involvements.

9. Per contra, learned APP has argued on the lines of the status report.

10. I have heard learned counsel appearing on behalf of the petitioner, as well as, learned APP for the State.

11. As per FIR the prosecutrix met the petitioner through *shadi.com* portal. In the statement recorded under section 183 BNSS, as mentioned in the Status Report, the prosecutrix met the petitioner through *jeevansathi.com* portal. Notwithstanding this contradiction, the consistent case of the prosecution is that they were in relationship for the last 1.5 years starting from May, 2023. They made physical relation for the first time at Hotel Pingla Residency, Vijay Enclave, Delhi and thereafter their relationship continued and they made physical relations thereafter as well.

12. It is the case of the prosecution that the petitioner had established physical relations with the prosecutrix promising to marry her. But at the same time contention of the petitioner that the relationship was consensual



and there was no false promise to marry cannot be negated all together at this stage, since the FIR itself disclose that the petitioner had told the victim in the beginning itself that his parents wish to get him married somewhere else and that the victim is not as per their liking. Despite petitioner telling the prosecutrix about the reluctance of the petitioner's family for their alliance, the prosecutrix seems to have continued her relationship with petitioner allegedly for the reason that the petitioner still promised to marry the prosecutrix.

13. The Hon'ble Supreme Court in *Prithvirajan v. The State Rep by the Inspector of Police & Anr., SLP(Crl.) No. 12663 of 2022* held merely because physical relations were established based on a promise to marry, it will not amount to rape. For the offence of rape to be attracted, the following two conditions need to be met:

- i. The accused promised to marry the prosecutrix solely to secure consent for sexual relations with her without having any intention to fulfil his promise to marry from the very first instance;
- ii. The prosecutrix gave her consent for sexual relations by being directly influenced by such false promise of marriage.

14. In *Pramod Suryabhan Pawar v. State of Maharashtra & Anr., (2019) 9 SCC 608* the Hon'ble Supreme Court laid down that there is a clear distinction between a breach of promise and a false promise. The breach of a promise cannot be equated to a false promise, and it may not constitute an offence of rape. Para 16 of the judgment reads thus:

"16. Where the promise to marry is false and the intention of the maker at the time of making the promise itself was not to abide by it



*but to deceive the woman to convince her to engage in sexual relations, there is a “misconception of fact” that vitiates the woman's “consent”. On the other hand, a **breach of a promise cannot be said to be a false promise**. To establish a false promise, the maker of the promise should have had no intention of upholding his word at the time of giving it. The “consent” of a woman under Section 375 is vitiated on the ground of a “misconception of fact” where such misconception was the basis for her choosing to engage in the said act. In Deepak Gulati [Deepak Gulati v. State of Haryana, (2013) 7 SCC 675 : (2013) 3 SCC (Cri) 660] this Court observed : (SCC pp. 682-84, paras 21 & 24)*

*“21. ... **There is a distinction between the mere breach of a promise, and not fulfilling a false promise.** Thus, the court must examine whether there was made, at an early stage a false promise of marriage by the accused; and whether the consent involved was given after wholly understanding the nature and consequences of sexual indulgence. 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 misrepresentation made to her by the 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 so. Such cases must be treated differently.”*

(Emphasis supplied)

15. The question whether the petitioner had made a false promise to marry to the prosecutrix and she was deceived by such promise or it is a case of breach of promise, is a matter to be decided at the stage of trial.

16. Further, the investigation is complete and the custody of the petitioner is not required for making any recoveries from him. Therefore, no useful purpose will be served in keeping the petitioner behind the bars.



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17. The petitioner is in custody since 14.07.2025. The charges have not been framed, therefore, the conclusion of trial which has not even commenced is likely to take long time and the petitioner cannot be kept in custody for indefinite period to await the conclusion of trial.

18. On an overall conceptus of the facts and circumstances of the case, the petitioner/accused has made out a case for grant of regular bail. Accordingly, the petitioner/accused is admitted to bail subject to his furnishing a Personal Bond in the sum of Rs. 25,000/- and one Surety Bond of the like amount subject to the satisfaction of the learned Trial Court/Jail Superintendent, further subject to the following conditions: -

- i. The petitioner/accused shall appear before the Court as and when the matter is taken up for hearing.
- ii. The petitioner/accused shall provide his mobile number to the Investigating Officer concerned which shall be kept in working condition at all times and he shall not change the mobile number without prior intimation to the Investigating Officer concerned.
- iii. The petitioner/accused shall not indulge in any criminal activity and shall not communicate with or come in contact with the complainant/witnesses or any family members of the complainant/witnesses.

19. The petition is disposed of.

20. It is made clear that the observations made herein above are only for the purpose of considering the bail application and the same shall not be deemed to be an expression of opinion on the merits of the case.



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21. Copy of this judgment be forwarded to the concerned Jail Superintendent for necessary compliance.
22. *Dasti* under signatures of the Court Master.
23. The judgment be uploaded on the website of this Court.

VIKAS MAHAJAN, J

NOVEMBER 26, 2025
N.S. ASWAL