

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.34257 of 2026

Arising Out of PS. Case No.-242 Year-2025 Thana- PARIHAR District- Sitamarhi

Md. Tabrez S/O Md. Firoz R/O Village- Demhua Ekdandi, Ward No. 11, P.S.-
Parihar, Distt.- Sitamarhi (Bihar).

... .. Petitioner/s

Versus

The State of Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Uday Kumar, Adv.

For the Opposite Party/s : Mr. Yogendra Kumar, A.P.P.

CORAM: HONOURABLE MR. JUSTICE ANSUL
ORAL ORDER

2 20-05-2026 Heard learned counsel for the petitioner and learned
APP for the State through video conferencing.

2. The petitioner seeks bail in connection with Parihar
P.S. Case No. 242 of 2025 instituted for the offences under
Sections 127(1), 115(2), 69 & 3(5) of the Bharatiya Nyaya
Sanhita.

3. The allegation is that the petitioner established
physical relation with the informant on the false pretext of
marriage and also assaulted her and finally the petitioner refused
to marry the informant.

4. Learned counsel for the petitioner submits that the
petitioner is innocent and has falsely been implicated in the
present case. Counsel submits that the petitioner is in custody
since 22.01.2026, having no criminal antecedent.

5. Learned A.P.P for the State has vehemently



opposed the prayer for grant of bail to the petitioner.

6. The Supreme Court has drawn a clear distinction between cases where there was a fraudulent and dishonest inducement to obtain consent from the very inception, and cases where a genuine relationship existed but did not culminate in marriage due to circumstances that developed subsequently. In *Naim Ahamed v. State (NCT of Delhi)*, (2023) 9 SCC 440, the Supreme Court held that not every breach of promise of marriage would constitute rape and that the court must examine whether the promise was false from the very beginning and was made with the sole intention of seducing the woman into a sexual relationship.

7. The material on record in the present case does not prima facie disclose that the promise of marriage was made with a dishonest or fraudulent intention from the inception. The prosecutrix's own statement indicates that the relationship was of considerable duration and that the parties were known to each other over an extended period. Parties are adults and the relationship seems to be consensual.

8. Considering the fact that the physical relationship established between the petitioner and the informant, who are adults, was consensual, this Court is inclined to grant bail to the



petitioner subject to the following conditions:

(i) The applicant shall not contact or communicate with the prosecutrix directly or indirectly; (ii) The applicant shall appear before the trial court on all dates of hearing; (iii) The applicant shall not leave the jurisdiction of this Court without prior permission; (iv) The applicant shall not tamper with evidence or influence any witness; (v) Any violation of the above conditions shall entitle the prosecution to apply for cancellation of bail.

9. Let the petitioner be released on bail on furnishing bail bonds of Rs.10,000/- (Ten Thousand) with two sureties of the like amount each to the satisfaction of Judicial Magistrate 1st Class, Sitamarhi, in connection with Parihar P.S. Case No. 242 of 2025.

10. It is made clear that any observation made herein is *prima facie* in nature and limited solely for the purpose of adjudication of the present bail application. Such observations shall not be construed as an expression on the merits of the case and shall not influence the trial or any other proceedings in any manner.

(Ansul, J)

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