

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
BAIL APPLICATION NO.4281 OF 2025**

Abhishek Pramod Garg

...Applicant

Versus

State of Maharashtra and Anr.

...Respondents

Mr. Vrushabh Savla a/w Sarthak Vij, *for the Applicant.*
Ms. Mayur S. Sonavane, *APP for the Respondent - State.*
Mr. Kirshnakant Pandey, *for the Respondent No.2.*

CORAM DR. NEELA GOKHALE, J.
DATED: 17TH FEBRUARY 2026

PC:-

1. Mentioned out of turn at the time of rising of the Court.

2. By this Application, the Applicant seeks his enlargement on bail in connection with C.R. No. 536 of 2025 dated 23rd August, 2025 registered with the Meghwadi Police Station, for the offences punishable under Section 69 of the Bharatiya Nyaya Sanhita, 2023 (for short 'BNS').

3. The case of the prosecution, in brief, is that the Applicant and Complainant met at Gulati Sweets and Snacks, Andheri and became friends. The Applicant was 28 years and the Complainant was 31 years of age at the time of incident. Their friendship led to a relationship between them which further led to consensual physical relationship. It is the allegation of the Complainant that the Applicant had promised to marry her and hence, she even introduced him to her mother and other relatives. She spoke to his family and his mother also conveyed to her that they accepted her as a daughter-in-law. There were talks of an ensuing wedding between the parties. However, due to some reason the Applicant and Complainant broke up and the marriage plan could not proceed further. The Applicant shifted to Noida, Uttar Pradesh and started to avoid the subject of marriage. Finally on 29th July 2025, the Applicant told her clearly that he is not interested in marrying her. Thus, pursuant to filing a complaint, the FIR was registered.

4. Mr. Savla, learned counsel for the Applicant, submits that the relationship between the parties was consensual and even the physical relationship between the parties was with the consent of the Complainant. It was only on account of certain reasons that there was a discord between the parties and ultimately the Applicant had taken a decision to break up and not marry her. In these circumstances, he submits that without any justifiable ground the Complainant has proceeded to lodge a complaint. He, therefore, prays that the Applicant be enlarged on bail.

5. Mr. Pandey, learned counsel for the Complainant, on instructions from the Complainant, who is present in Court today, submits that the Complainant does not wish to prosecute the Applicant and has decided to give her consent for a quashing petition filed by the Applicant. He submits that the Complainant filed a complaint because the Applicant refused to marry her. He submits that prior to her involvement with the present Applicant, she was engaged to be married to

another person and only because the Applicant proposed marriage to her, she broke off the engagement with the earlier partner. It is contended that there were some costs incurred on that engagement ceremony and hence, the Complainant agreed to consent to the bail plea of the Applicant on payment of Rs.3 Lakhs to her. On the premise of this settlement, the Complainant has no objection if bail is granted to the Applicant.

6. Mr. Sonavane, learned APP, strongly objects to the grant of bail on this ground. He submits that there cannot be any such condition of payment for grant of bail. However, he leaves it to the Court to pass appropriate orders.

7. I have heard learned counsel for the respective parties and perused the record of the case with their assistance. The Complainant is present in Court.

8. A plain reading of the FIR clearly indicates that there was a consensual relationship between the parties. The

parties have also introduced each other to their family members. Hence, the intent of the Applicant to marry the Complainant is ascertained from the statement in the FIR itself. Unfortunately, due to certain contingencies, the Applicant withdrew his consent to the marriage and accordingly, communicated the same to the Complainant. This was the trigger for the Complainant to file a complaint alleging rape. Considering that the relationship between the parties was consensual, it is clearly demonstrated that the Applicant is *prima facie* not complicit in commission of the said offence.

9. It is quite disturbing to note that the Complainant consented to the grant of bail to the Applicant on acceptance of some amount from him. It may be that the said amount was towards the costs of the engagement ceremony etc. as submitted by Mr. Pandey. However, what cannot be fathomed is that these alleged 'costs' are towards the expenses incurred by the Complainant on a previous broken engagement with

another person, prior to meeting the present Applicant. From the submissions of Mr. Pandey, on instructions, it appears that money is to be exchanged for getting a quietus to the present criminal proceedings for offence of rape - a proposition that is not only immoral but also strikes at the very core of the criminal justice system. In this Court's opinion, the offence of rape is a heinous violation of a woman's bodily autonomy and it stands as an offence against society. Such a compromise in such an offence is not only inappropriate but also fundamentally unjust.

10. Be that as it may, since the contents of the FIR clearly indicate that the relationship between the parties was consensual. *Prima facie* from a plain reading of the FIR, there does not appear to be an intention to deceive the complainant by assuring to marry her only for the purpose of establishing physical relationship with her.

11. In view of the above, I am inclined to enlarge the Applicant on bail. The submission regarding payment, consent

of complainant, etc. is completely irrelevant in this regard. It is accordingly ordered as under:-

ORDER

i) The Applicant be enlarged on bail, on executing PR Bond in the sum of Rs.20,000/ with one or two local sureties in the like amount;

ii) The Applicant is permitted to furnish provisional cash bail of Rs.20,000/- for his release immediately and file undertaking that he will provide one or two local sureties in the like amount of Rs.20,000/- within a period of four weeks after his release, which shall be accepted by the Trial Court. The Applicant shall provide the sureties as directed;

iii) The Applicant shall attend the Trial Court concerned on each and every date unless exempted by the orders of the Trial Court concerned;

iv) The Applicant shall also attend the Police Station concerned once in a month between 11:00 a.m. to 02:00 p.m., till the charges are framed;

v) If the Applicant holds a passport, he shall deposit the same with the Police Station concerned;

vi) The Applicant shall not leave India, without the permission of the Trial Court;

vii) The Applicant shall not tamper or attempt to influence or contact the complainant, witnesses or any person concerned with the case;

viii) The Applicant shall inform his latest place of residence and contact number immediately after being released and / or change of residence or mobile details, if any, from time to time to the Court seized of the matter and to the Investigating Officer of the Police Station concerned;

ix) The Applicant to co-operate with the conduct of the trial;

x) Any infraction of the aforesaid conditions shall entail cancellation of bail.

12. Application is allowed in the above terms and is accordingly disposed of.

13. It is made clear that the observations made herein are *prima facie* and are confined to this Application and the learned Trial Judge to decide the case on its own merits, uninfluenced by the observations made herein.

(DR. NEELA GOKHALE, J)