



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

CRIMINAL APPLICATION (APL) NO.31 OF 2026

Ritesh Naresh Lahoria, aged about 26 years, Occupation:Private Service, R/o House No.18, Hanuman Mandir, Petrol Pump, Thana, Tah.and Dist. Bhandara.

... Applicant

-Versus-

- 1 State of Maharashtra, through Police Station Officer, Police Station Imamwada (Nagpur City), Tah. And dist. Nagpur.
- 2 XYZ/Informant, in Crime No. 0489 of 2025, Police Station Imamwada (Nagpur city), Tah. And dist.Nagpur.

**... Non-
applicants**

Mr Nishchay Rajesh Raut, counsel for the applicant.

Mr N.S.Autkar, APP for the State.

Mr.Saran S.Malode counsel for non applicant No.2.

CORAM: MRS. VRUSHALI V. JOSHI, J.

DATED: 30/04/2026.

JUDGMENT: -

- 1) Heard.
- 2) **Admit.** By consent of the learned Counsel for the parties, the Application is heard finally.
- 3) The applicant has filed this application to quash and set aside the Charge-sheet No.109 of 2025 being Sessions Case No. 1000 of 2025 for the offence punishable under Sections 69

r/w Section 64(1) of the Bharatiya Nyaya Sanhita, 2023 arising out of the First Information Report vide Crime No. 489 of 2025 registered with Police Station Imamwada District Nagpur for the offence punishable under Section 69 of the Bharatiya Nyaya Sanhita, 2023.

4) The Applicant and the Victim are neighbours, and the Victim is elder than the Applicant. It is alleged that since they were residing adjacent to each other, they became acquainted, and such acquaintance gradually developed into a love relationship.

5) On one occasion, the Applicant allegedly called the Victim to his house at about 12:30 a.m., when no one else was present. It is alleged that he touched her, and when she initially refused, he assured her that he would marry her. On the basis of such assurance, they established physical relations.

6) Thereafter, it is stated that they continued to have regular physical relations with each other with her consent. The Victim has stated that her consent was given on account of the Applicant's promise of marriage. During the course of their relationship, she became pregnant, and the pregnancy was subsequently terminated. At that time, the Applicant is stated to have filled out a form mentioning his name as her husband.

7) It is an admitted position that no marriage was

solemnized between them. Subsequently, when the Victim came to know that the Applicant was going to marry another woman and that his engagement ceremony had been fixed, she lodged a complaint alleging that the Applicant had established physical relations with her on the false promise of marriage.

8) It is further alleged that their relationship continued since the year 2023 for approximately two years, after which the present complaint came to be filed.

9) The learned counsel for Non-Applicant No. 2 opposed the application, contending that the initial physical relations were established on the assurance of marriage. It is submitted that the Applicant subsequently refused to marry the Victim.

10) It is further contended that although the Applicant had filled up the hospital form at the time of termination of pregnancy by mentioning his name as her husband, he ultimately declined to marry her. This, according to the learned counsel, demonstrates that the Applicant never intended to marry the Victim from the very inception.

11) Therefore, it is argued that the offence punishable under Section 69 read with Section 64(1) of the Bharatiya Nyaya Sanhita is clearly attracted, and the question of intention from the inception is a matter that can only be determined during trial. Hence, the learned counsel prayed for rejection of the present application.

12) Heard both the sides.

13) The learned APP has opposed the application, submitting that although the Applicant had given an assurance of marriage, he never intended to marry the Victim. It is contended that the Applicant was aware that the Victim was elder than him, and therefore, the marriage was not performed.

14) However, it is evident from the First Information Report itself that the relationship between the parties was a consensual one between two adults. The Victim, being elder than the Applicant, had gone to his house at about 12:30 a.m., fully aware that no one else was present. This conduct indicates that the parties were in a love relationship. It further appears that they had physical relations on multiple occasions over a period of time. In such circumstances, it can be inferred that the relationship was consensual in nature and cannot be termed as one induced solely on the basis of an assurance of marriage.

15) The applicant has relied on the judgment of the Hon'ble Apex Court in the case of ***Pramod Suryabhan Pawar Vs. State of Maharashtra and anr. (2019) 9 SCC 608***, wherein the Hon'ble Apex Court has observed that *“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”.* The Court has relied on

the judgment in the case of **Deepak Gulati Vs. State of Haryana (2013) 7 SCC 675**, wherein the Hon'ble Apex Court has observed as under:-

"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."

16) The promise of a 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.

17) The reliance is also placed on the following judgments:-

i) *Samadhan Vs. State of Maharashtra and anr 2025 SCC OnLine SC 2528.*

ii) *Prashant Vs. State of NCT of Delhi (2025) 5 SCC 764*

iii) *Nitin B.Nikhare Vs.The State of Maharashtra and anr. In Criminal Appeal No.... of 2025 arising out of SLP(crl.) No.1889 of 2024).*

iv) *Criminal Application (APL) No. 745 of 2024 (Shafaque Ahemad Sohel Sheikh Vs. State of Maharashtra and anr. Dated 24th November 2025.*

v) *Criminal Application (APL) No. 87 of 2021(Bhimrao @ Ravi Begaji Kamble Vs. State of Maharashtra and anr. Dated 11th November 2025.*

vi) *Criminal Application (APL) No. 538 of 2020 (Ganesh Premrao Vhadgire Vs. State of Maharashtra and anr. Dated 11th November 2025.*

18) After considering the aforesaid judgments and the material on record, it is evident that the Victim has not denied that she and the Applicant were in a love relationship, and that out of such relationship, they used to meet each other and had physical relations. The First Information Report and the statements on record prima facie indicate that the relationship between the parties was consensual in nature.

19) In view of the settled legal position and the facts of the present case, this Court is of the opinion that a case is made out for quashing and setting aside the charge-sheet. Hence, the following order.

ORDER

- i) The Criminal application is allowed.
- ii) Charge-sheet No.109 of 2025 being Sessions Case No. 1000 of 2025 for the offence punishable under Sections 69 r/w

Section 64(1) of the Bharatiya Nyaya Sanhita, 2023 arising out of the First Information Report vide Crime No.489 of 2025 registered with Police Station Imamwada District Nagpur for the offence punishable under Section 69 of the Bharatiya Nyaya Sanhita, 2023 is hereby quashed and set aside, only subject to the applicant depositing Rs.20,000/- with the Public Welfare Account maintained with Union Bank of India, High Court Branch, Civil Lines, Nagpur bearing Account No.129712010001014 and IFSC Code UBIN0812978 and producing the receipt thereof on record within two weeks.

iii) Criminal application stands disposed of.

(MRS.VRUSHALI V. JOSHI, J)