



Crl.O.P.(MD)No.365 of 2026

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

(Criminal Jurisdiction)

Date : 22.01.2026

PRESENT

THE HONOURABLE MRS. JUSTICE S.SRIMATHY

CRL OP(MD). No.365 of 2026

Shrinath Rajendran

... Petitioner

Vs

The State Rep. by,
Inspector of Police,
All Women Police Station,
Thoothukudi.
(Crime No.73 of 2025)

... Respondent

For Petitioner : M/s.S.Keerthiga

For Respondent : Mr.S.S.Manoj
Government Advocate (Crl.Side)

For Intervenor : Mr.S.Ashok

PETITION FOR ANTICIPATORY BAIL Under Sec.482 of BNSS

PRAYER :-

For Anticipatory Bail in Crime No.73 of 2025 on the file of the Respondent Police.



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ORDER: The Court made the following order :-

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The petitioner, who apprehends arrest at the hands of the respondent police for the offences punishable under Sections 294(b), 351(3) and 69 of BNS, in Crime No.73 of 2025 on the file of the respondent police, seeks anticipatory bail.

2. The case of the prosecution is that the defacto complainant and the petitioner were in love relationship, whereof the petitioner made promise to marry the defacto complainant. Thereby, they had sexual intercourse but thereafter, the petitioner refused to marry the defacto complainant. Hence, a case has been registered.

3. The case of the petitioner as per the bail petition filed before this Court is that the petitioner and the defacto complainant were in consensual relationship and there was no such promise made by the petitioner. The present complaint was filed with malafide intention solely to tarnish the image and reputation of the petitioner and his family by fabricating false allegations and misrepresenting facts, baseless, concocted and without any factual or legal foundation. The complaint is with ulterior motives, to harass, humiliate and



extort money from the petitioner and his family.

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4.The defacto complainant had filed an intervening petition wherein it is stated that she a is graduate from nursing college. The petitioner had acquaintance to the 1st accused during a marriage function, thereafter he had expressed his love and assured that the he would marry her. The defacto complainant had accepted the same and believing the assurance of marriage the defacto complainant allowed the accused to have sexual intercourse and the defacto complainant became pregnant. Thereafter also the 1st accused deceived the defacto complainant by stating that unless the pregnancy is aborted the 1st accused would not marry her. Again, believing the same the defacto complainant aborted the pregnancy on 15.11.2025 in Aarthi Hospital, Madurai. Further the 1st accused threatened her not to disclose the same to anyone. Thereafter the behaviour of the 1st accused drastically changed and he evaded the defacto complainant. In the meanwhile, she received information that the parents of the 1st accused are arranging marriage to him, when the same was questioned to the 1st accused, both the 1st accused and 2nd accused (sister of 1st accused) threatened the defacto complainant with dire consequences. Along with the intervening petition, the defacto complainant had filed the photographs.



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5. The learned counsel appearing for the petitioner submitted that the petitioner has been falsely implicated in this case and he has not committed any offence. He seeks this Court to grant anticipatory bail to the petitioner.

6. On the other hand, the learned Counsel appearing for the defacto complainant submitted that the 1st accused promised her to marry and had sexual intercourse. The defacto complainant believing the words of the 1st accused had allowed for sexual intercourse and she became pregnant. Hence, he seeks to dismiss the petition.

7. The learned Government Advocate (Criminal Side) strongly opposed to grant anticipatory bail to the petitioner.

8. This Court directed both the petitioner and the defacto complainant to appear before this Court and conducted hearing in Chamber.

9. During the hearing at Chamber, the defacto submitted that the 1st accused had promised to marry the defacto complainant and had sexual intercourse. When the defacto complainant became pregnant, 1st accused again promised to marry if the defacto complainant terminate the pregnancy. When



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the defacto complainant hesitated, the 1st accused threatened and coerced the defacto complainant to terminate the pregnancy. But the 1st accused while hearing in chamber had stated that the defacto complainant voluntarily had come and had consensual sex and he had not promised to marry. This Court is of the considered opinion that the 1st accused submission is incorrect, since the defacto complainant had enclosed some photographs, wherein in one of the photos the accused is adorning ring on the feet (Metti) of the defacto complainant, which is one of the rituals practiced at the time of marriage. Hence there is promise to marry which attract the provisions of section 69 of BNS.

10. The 1st accused had repeatedly stated that the defacto complainant voluntarily had come and had consensual sex, but this Court warned the 1st accused for such statement, since such statement may be construed differently and it may amount to stating that the 1st accused is “men sex worker”. But the 1st accused refused to change his statement and stood by the statement.

11. This Court had already considered the issue of “promise to marry” in the case of Prabhakaran in Crl.OP(MD)No.6147 of 2025 vide order dated 11.11.2025 wherein it is held as under:



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“10. The section 69 of BNS is enacted in BNS for the crime of sexual intercourse by deceitful means. Particularly false promise of marriage was considered as crime. There is no separate provisions to deal with the offence under IPC, but was dealt under section 375 / 376 i.e. rape or cheating. But under BNS is not considered as rape but it considered as crime under false promise to marry. The section 69 is extracted hereunder:

“69. Whoever, by deceitful means or by making promise to marry to a woman without any intention of fulfilling the same, has sexual intercourse with her, such sexual intercourse not amounting to the offence of rape, shall be punished with imprisonment of either description for a term which may extend to ten years and shall also be liable to fine.

Explanation.—“deceitful means” shall include inducement for, or false promise of employment or promotion, or marrying by suppressing identity.”

The said provision is having the following ingredients:

- i.By deceitful means*
- ii.or by making promise to marry to a woman*
- iii.without any intention to fulfilling the same*
- iv.has sexual intercourse but the same is not amounting to rape*



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The said provision is attracted if fraudulently by making a promise to marry without any intention of fulfilling the same has sexual intercourse with the woman.

11. The word “deceitful” is explained wherein inclusive explanation is given in the statute, wherein it includes

- i. inducement for,*
- ii. or false promise of employment*
- iii. or promotion*
- iv. or marrying suppressing identity.*

The phrase “inducement for” with comma would include promise to marry and have sexual intercourse.

12. In the present case, the said section 69 of BNS was not included, hence the respondent is directed to include the said section.

13. It is seen that the accused and the victim were in love with promise to marry, then there was a dispute, then also the accused with a promise to marry was having sexual relationship with the victim. Now the petitioner is taking a stand that he cannot marry the victim. That too after having sexual intercourse with the victim.

14. It is pertinent to record that the girls below 18 years are protected from sexual abuse under POCSO. The lady above 18 years and if married is protected by maintenance, granting residence etc. thereby until divorce the woman is protected. Even after divorce the woman is pro-



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tected to live a decent life. Now a vulnerable section of women who are facing mental trauma by the concept of “live-in relationship” and are falling prey to the vulnerability of the concept of “live-in relationship”. Absolutely there is no protection at all.

15. Infact live-in relationship is a cultural shock to the Indian Society, but it is happening widely everywhere. The girls assume that they are modern and opt for live in relationship. But after some time when they realize that live-in relationship is not granting any protection as granted under marriage, the reality catches as fire and start burning them. And they caught in a web of modernity and cultural. Especially the said women are afraid of naming and shaming them.

16. The boys suddenly would take stand accusing the character of the girls. While having live-in relationship the boys would assume themselves as modern, but they slam the girls of their character for having live-in relationship, hence the boys also would be caught in a web of modernity and character assault of girls.

17. Infact this Court tried to mediate the parties. When the marriage could not be a solution, this Court tried to settle the issue by paying maintenance or victim compensation. This Court is bound to record the statement of one of the victims, while offering the maintenance or victim compensation, the victim refused to take the same stating that the men would brand her that she did for money or slept for money. The said statement would exhibit the gravity of the problem.



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18. Hence this Court is of the considered opinion that the Courts ought to protect the women who are caught in the web modern and culture. It is pertinent to state that in ancient India eight types of marriages were in vogue. One among is Gandharva marriage which is love marriage. The live-in relationship may be recognised as Gandharva marriage / love marriage.

19. In live-in relationship the women ought to be protected by granting the status of “wife” under Gandharva marriage / love marriage, so that the women in live-in relationship, even if it is under turbulence, may be provided with rights as “wife”.

20. If marriage is not possible then the men ought to face the wrath of legal provisions. Now the only section that grants protection to women is under section 69 of BNS and the men ought to face the wrath of the Section 69 of BNS.

21. In the present case, there is sexual intercourse with promise to marry. The victim either is entitled to recognise as wife. Or the accused may be charged with promise to marry. But the accused now refuse to marry. Hence left with no option the accused / petitioner is liable to be prosecuted under section 69 of BNS.

22. Taking into consideration the facts and circumstances of the case, the nature and gravity of the offence, the specific overt act against the petitioner, and also since the allegation against the petitioner is promise to marry and there are prima facie evidence available, hence interrogation is necessary, hence this Court is not inclined to grant anticipatory bail to the petitioner at this stage.”



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12. In the present case, there are prima facie evidence that there is promise to marry as held supra. Therefore, the aforesaid judgment is applicable to the present case as well.

13. Taking into consideration the facts and circumstances of the case, the nature and gravity of the offence and the specific overt act against the petitioner, this Court is not inclined to grant anticipatory bail to the petitioner at this stage.

14. Accordingly, this Criminal Original Petition is dismissed.

22.01.2026

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TO

1.The Inspector of Police,
All Women Police Station,
Thoothukudi District.

2.The Additional Public Prosecutor,
Madurai Bench of Madras High Court, Madurai.



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S.SRIMATHY, J.

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ORDER
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