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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **BAIL APPLN. 139/2026**

SIMRANJEET SINGHPetitioner

Through: Mr. Ashok Kumar, Advocate.

versus

STATE NCT OF DELHIRespondent

Through: Ms. Priyanka Dalal, APP with W/SI
Ritika Verma and SI Dhananjay.
Ms. Isha Khanna with Ms. Ruchika
Malik, Advocates with prosecutrix in
person.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

ORDER

% **17.02.2026**

1. The applicant seeks regular bail in FIR No. 251/2025 dated 01.11.2025 for commission of offences under Section 69/351(2) of *Bharatiya Nyaya Sanhita (BNS), 2023*, registered at P.S. Kirti Nagar, Delhi.
2. Learned counsel for applicant submits that applicant and complainant came in contact of each other through *Instagram* way back in the year 2020. They fell in love and were in live-in relationship for a period spreading over five years. However, some temperamental issues cropped up between them and the applicant broke up such live-in relationship in the year 2025.
3. According to him, there was threat from the side of complainant to involve the applicant in a false case and she even, as alleged, made an attempt to commit suicide, which act, according to defence, was sham and illusory.
4. It is submitted that there was never any deceit on the part of applicant and, therefore, offence under Section 69 of BNS, 2023 is not made out. Simultaneously, it has also been contended that the applicant is a young man, in his late twenties, with no previous involvement of any nature whatsoever

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and is already in custody for last more than a month and since even charge-sheet has already been filed, it is a fit case where applicant is entitled to be released on bail.

5. All such contentions have been refuted by learned APP for the State and also by the learned counsel for complainant.

6. Complainant is also present in Court and opposes the bail application.

7. According to learned counsel for complainant, the complaint is truthful and genuine and the applicant exploited the complainant on the pretext of marriage and there was continuous assurance from his side that he would marry her. She had to report the matter to the police only when he refused to marry her. She further submits that the applicant cheated her by breaking the live-in relationship and then entering into relationship with another girl.

8. As per the contents of the FIR, on various previous occasions, the complainant became pregnant during such live-in relationship with applicant and had aborted her such pregnancies, on six occasions.

9. Admittedly, there would be difference between 'giving a false promise' and 'committing breach of promise'. In a case of false promise, the accused, right from the very inception and threshold of the relationship, would not have any intention to marry and, thus, the act would attract Section 69 BNS, 2023. Whereas in a case of breach of promise, there is a possibility that the accused might have given a promise with all seriousness to marry her but due to certain circumstances, unforeseen earlier, or circumstances beyond his control, he could not fulfil such promise.

10. In *Prithvirajan v. The State Rep by the Inspector of Police: SLP(Crl.)* No. 12663 of 2022, the Hon'ble Supreme Court has held that merely because physical relations were established based on a promise to marry, 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.

11. In *Pramod Suryabhan Pawar v. State of Maharashtra*: (2019) 9 SCC 608, the Hon'ble Supreme Court laid down 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)

12. In *Mahesh Damu Khare v. State of Maharashtra*: (2024) 11 SCC 398, the Hon'ble Supreme Court observed as under:-

“34. In our opinion, the longer the duration of the physical relationship between the partners without protest and insistence by the female partner for marriage would be indicative of a consensual relationship rather than a relationship based on false promise of marriage by the male partner and thus, based on misconception of fact.”

13. Each case would thus, naturally, depend upon the given factual matrix and the abovesaid aspect of inducement and deceit or false promise or mere breach would become amply clear, once there is trial and the prosecutrix enters into witness box.

14. The rival stands have already been taken note of and it will not be appropriate for this Court, while considering an application seeking bail, to give any observation whether it was a case of mere '*breach of promise*' or a case of inducement and deceit, from day one.

15. The abovesaid aspect is better left to learned Trial Court to decide at appropriate stage.

16. Keeping in mind the overall facts of the case and the fact that even the charge-sheet has been filed and also appreciating the clean antecedents of the applicant, the applicant is directed to be released on bail on his furnishing personal bond in a sum of Rs. 25,000/- with one surety of like amount, subject to satisfaction of learned Trial Court/CJM/Duty Magistrate with the following conditions:-

(i) The applicant shall not come in contact of the prosecutrix,



directly or indirectly and would not even visit the area where she is residing or where she works.

(ii) As per learned counsel for the applicant, applicant does not own or possess any passport. An affidavit to the abovesaid effect shall be filed before the learned Trial Court along with the bail bonds. In case, applicant is having any passport, needless to say, he would surrender his passport along with the bonds.

17. Needless to emphasize, if there is any infraction or violation of any of the abovesaid conditions, the prosecutrix and the prosecution would be at liberty to move application seeking cancellation of bail, before this Court.
18. The application, accordingly, stands disposed of.
19. A copy of this order be sent to the concerned Court and also to the Jail Superintendent for necessary information and compliance.
20. Order *dasti* under the signatures of the Court Master.

MANOJ JAIN, J

FEBRUARY 17, 2026/sw/js



This is a digitally signed order.

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