



\$~9

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ BAIL APPLN. 948/2026, CRL.M.A. 7243/2026

AZHARUDDIN ANSARI

.....Applicant

Through: Mr. Vikram Hegde, Mr. Abhinav,
Mr. Ajaz Ahmad and Md. Ameer
Hamza, Advocates.

versus

STATE (GNCT OF DELHI) AND ANR

.....Respondent

Through: Mr. Yudhvir Singh Chauhan, APP
Mr. Rashid Hashmi, Advocate for
the complainant.
SI Shaili Jain PS Dayalpur

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

%

16.04.2026

1. By way of this application under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023, the applicant seeks anticipatory bail in connection with FIR No. 610/2025, dated 31.12.2025, registered at Police Station Dayal Pur, District North East, Delhi under Sections 64(1)/69 of the Bharatiya Nyaya Sanhita, 2023 ["BNS"].

2. I have heard Mr. Vikram Hegde, learned counsel for the applicant, Mr. Yudhvir Singh Chauhan, learned Additional Public Prosecutor, and Mr. Rashid Hashmi, learned counsel for the prosecutrix. Mr. Chauhan has also handed over a copy of the status report, which is taken on record.

3. Interim protection was granted to be applicant, by order dated 16.03.2026, with the following observations:

"3. The case against the applicant, as stated in the FIR, is that, the



prosecutrix became acquainted with the applicant in September 2023 on Facebook. She met him for the first time on 14.09.2023, when he declared that he liked her and wished to marry her. In November 2023, upon the applicant's insistence, and allegedly on the threat that he would reveal their messages to her family members, the prosecutrix accompanied him to a hotel, where he compelled her to establish physical relations with him, and reiterated his desire to marry her. He took her to the same hotel on several occasions thereafter, and established physical relations with her on the promise of marriage. In the meanwhile, the family members of the prosecutrix fixed her marriage with someone else, and she got married to a third party on 14.12.2025. It is alleged that the applicant thereafter threatened her and informed her husband that she was pregnant with his child. Her marriage broke up after two days, and the prosecutrix, at the time of the FIR, stated that she was two months' pregnant with the applicant's child. It is further alleged that the applicant informed her that he was already married and would not leave his first wife or daughter.

4. Mr. Vikram Hegde, learned counsel for the applicant, submits that the aforesaid facts establish that the relationship between the applicant and the prosecutrix was, in fact, consensual, and it is the prosecutrix who entered into another marital relationship at the instance of her family. He draws my attention to an observation in the order of the learned Sessions Court dated 17.01.2026, by which the applicant's application for anticipatory bail was dismissed, to the effect that the applicant is still ready to marry the prosecutrix. Mr. Hegde also submits that the facts do not make out a case of rape on the false pretext of marriage.

5. Having regard to the aforesaid facts and particularly to the fact that the prosecutrix had, in fact, married another person, and that this complaint was made only after the break up of that relationship, I am of the view that the applicant may be granted interim protection, subject to him joining investigation.

6. The applicant is directed to report to the Investigating Officer on 17.03.2026 at 4:00 P.M., and thereafter as and when required by the Investigating Officer.

7. Subject to the above, the applicant shall not be arrested in connection with FIR No. 610/2025 dated 31.12.2025, registered at Police Station Dayal Pur, District North-East, New Delhi, under Sections 64(1)/69 of the BNS, until the next date of hearing."

4. The allegation in the present case concerns a sexual relationship on the false pretext of marriage. In this context, it is relevant to note that the offence of rape on the ground of a false promise of marriage requires the



satisfaction of specific ingredients, as reiterated by the Supreme Court in *Prithvirajan v. The State Rep. by the Inspector of Police and Anr.*¹, which also dealt with similar allegations; the following observations of the Court are apposite:

“6. This Court has time and again reiterated that only because physical relations were established based on a promise to marry, it will not amount to rape. **For the offence of rape to be attracted, the following conditions need to be satisfied: first, the accused promised to marry the prosecutrix solely to secure consent for sexual relations without having any intention of fulfilling said promise from the very beginning; second, that the prosecutrix gave her consent for sexual relations by being directly influenced by such false promise of marriage.** [See: *Pramod Suryabhan Pawar v. The State of Maharashtra and Ors.* (2019) 9 SCC 608; *Mahesh Damu Khare v. The State of Maharashtra and Ors.* 2024 SCC OnLine SC 347]

7. The instant case is one of consensual relationship between the appellant and prosecutrix. Even otherwise, it does not appear from the record that the initial promise to marry allegedly made by the appellant was false to begin with. Perusal of FIR itself suggests that the alleged promise to marry could not be fulfilled by the appellant due to intervening circumstances. Consequently, the relationship ended because of which the present FIR came to be registered. Under these circumstances, letting the appellant face trial would be nothing short of an abuse of the process of the Court. This cannot be permitted.”²

5. Moreover, the judgments of the Supreme Court, *inter alia*, in *Samadhan v. State of Maharashtra and Anr.*³, and *Mahesh Damu Khare v. State of Maharashtra*⁴, deal with similar cases pertaining to prolonged sexual relationships.

6. As noted in the order dated 16.03.2026, the case of the prosecutrix is that the applicant established a physical relationship with her in November 2023 and on several occasions thereafter until December 2025.

¹ SLP (CrL.) No. 12663/2022, decided on 20.01.2025.

² Emphasis supplied.

³ 2025 SCC OnLine SC 2528.

⁴ (2024) 11 SCC 398.



She broke off the relationship and married another person on 14.12.2025, with whom her family had arranged her marriage. The FIR was registered after the applicant called the prosecutrix's husband on the night of the marriage and informed him that she was pregnant with the applicant's child.

7. The contention of the applicant is that, in these circumstances, the relationship was consensual and was not entered into on the pretext of marriage.

8. While granting interim protection to the applicant, it was noted that it is the prosecutrix who had, infact, married another person at the instance of her family and that the complaint was made against the present applicant only after the breakup of that relationship, which, according to the prosecution, was provoked by the applicant's call to the prosecutrix's husband.

9. Mr. Hashmi has argued that the physical relationship was entered into only on the pretext of marriage. The *prima facie* case in this regard has been dealt with above. In any event, the veracity of the case will be a matter of trial.

10. It may be noted that, pursuant to the interim protection granted to the applicant, he has joined the investigation on several occasions and has also handed over his mobile phone and provided medical samples as required by the Investigating Officer ["IO"]. Mr. Chauhan submits that the password of the mobile phone has not been provided. Mr. Hegde, upon instructions, volunteers that the applicant will also provide the password of the mobile phone. No other allegation of non-cooperation has been raised by Mr. Chauhan. Be that as it may, having regard to the



prima facie case, I am of the view that the applicant's custodial interrogation is not required, and it is not appropriate to deprive him of his liberty at this stage.

11. Having regard to the above, and for the reasons stated in the order dated 16.03.2026, it is directed that, in the event of arrest in connection with the subject FIR, the applicant shall be released on bail upon furnishing a personal bond in the sum of Rs. 35,000/-, with one surety in the like amount, to the satisfaction of the IO/Station House Officer ["SHO"], and subject to the following conditions:

- a. The applicant shall appear before the concerned IO as and when required, and cooperate with the investigation.
- b. The applicant shall furnish his residential address to the concerned IO/SHO, and shall not change the same without prior intimation to the IO/SHO.
- c. The applicant shall furnish his mobile number to the concerned IO/SHO, and shall ensure that the said mobile number remains operational and switched on at all times. The mobile number shall not be changed, nor shall the phone be switched off, without prior intimation to the IO/SHO.
- d. The applicant shall not, directly or indirectly, contact, nor visit, nor offer any inducement, threat, or promise to the family of the deceased, or any of the prosecution witnesses or other persons acquainted with the facts of the case.
- e. The applicant shall not, directly or indirectly, tamper with evidence nor otherwise indulge in any act or omission that would prejudice the proceedings in the pending trial.



- f. The applicant shall not commit any offence during the pendency of the proceedings.
12. The bail application, alongwith pending application, stands disposed of in the above terms.
13. It is clarified that the observations made herein are solely for the purpose of adjudication of the present bail application, and shall not be construed as an expression of opinion on the merits of the case, nor shall they prejudice the rights and contentions of the parties at any stage of the proceedings.

PRATEEK JALAN, J

APRIL 16, 2026

Tg/JM'/