

**IN THE COURT OF PRINCIPAL DISTRICT & SESSION JUDGE,
MUZAFFARPUR.**

Civil Court, Muzaffarpur, Bihar - 842001.

A.B.P. No. 2220/2026 (BRMZ010082442026)

(Arising out of Saraiya P.S. Case No. 277/2026)

Julekha Begam @ Julekha Khatoon & Ors. V/s The State of Bihar

ABP No.: 2220/2026

FIR No. : 277 of 2026

Name of P.S.: Saraiya

U/Section.: 69, 117(2), 351(2), 3(5) of BNS.

Dated: 16.06.2026

Present: Sri Ajay Kumar, learned P. P. for the State.

Sri Lokesh Kumar Gunjan, learned counsel for the petitioners/accused.

Sri Arvind Kumar Sharma, learned counsel for the informant.

- (1) Ld. counsel for the petitioners has filed a petition stating therein that petitioner no. 3 namely Md. Kaushar Raja has died on 10.06.2026 and therefore, he prayed to delete his name from this ABP. Accordingly, on the prayer of Ld. Counsel for the petitioners, the name of petitioner no. 3 is hereby expunged from this ABP.
- (2) Heard, learned P.P. for the State and the learned Counsel on behalf of the petitioners/accused 1. Julekha Begam @ Julekha Khatoon, W/o Md. Nasir Hussain 2. Md. Nasir Hussain, S/o Late Abdul Gafur Sah 3. Md. Nahid Ahmed @ Munna 4. Md. Shahid Ahmed @ Mantu, both are S/o Md. Nasir Hussain and 5. Raisa Gajala @ Jhunni Khatoon, D/o Md. Nasir Hussain.
- (3) The Petitioners are seeking anticipatory bail under section 482(2) of the BNSS apprehending their arrest in Saraiya P.S. Case No. 277 of 2026, registered under sections 69, 117(2), 351(2), 3(5) of BNS.
- (4) Ld. counsel for the petitioners submit that no other bail petition either regular or anticipatory has been previously moved before this court or the Hon'ble High Court.
- (5) Ld. Counsel for the petitioners submit that petitioners have been falsely implicated in this case due to personal vendetta. They have got no criminal antecedents. He further submitted that the relationship between Md. Sajid Hussain and the informant if any, was purely consensual and there is no question of an offence under Section 69 BNS. A perusal of the FIR and the record would establish that the informant did not enter into a relationship with

**IN THE COURT OF PRINCIPAL DISTRICT & SESSION JUDGE,
MUZAFFARPUR.**

Civil Court, Muzaffarpur, Bihar - 842001.

A.B.P. No. 2220/2026 (BRMZ010082442026)

(Arising out of Saraiya P.S. Case No. 277/2026)

Julekha Begam @ Julekha Khatoon & Ors. V/s The State of Bihar

Md. Sajid Hussain under coercion or undue influence, or under the mistaken belief or a false assurance of marriage.

- (6) The case of informant, Ruksana Parveen is that from 20.08.2023 to 15.01.2026 she was in contact with Md. Sajid Hussain @ Raja Roni. He used to frequently visit his maternal grand father's house and in the meantime, she fell in love and established physical relationship with him. However, when she asked him to marry her, he used to avoid on one pretext or other. She informed her parents who went to his family asking for marriage and Chheka Faldan ceremony was also conducted. But now they have refused to marry her and preparing to get him marry somewhere else.
- (7) The learned P.P. for the state opposed the present anticipatory bail petition.
- (8) The learned Counsel appearing on behalf of the informant submitted that she had entered into a physical relationship with accused Md. Sajid Hussain solely for the reason that he had promised to marry her and had it not been for the promise of marriage made by the petitioner, she would have never entered into a physical relationship with him.
- (9) At the outset, it is relevant to refer to the ratio led down in the case of *Naim Ahmed Vs State (NCT) of Delhi*, whereby Hon'ble Apex Court had observed as under:

"21. The bone of contention raised on behalf of the respondents is that the prosecutrix had given her consent for sexual relationship under the misconception of fact, as the accused had given a false promise to marry her and subsequently he did not marry, and therefore such consent was no consent in the eye of the law and the case fell under Clause Secondly of Section 375IPC. In this regard, it is pertinent to note that there is a difference between giving a false promise and committing breach of promise by the accused. In case of false promise, the accused right from the beginning would not have any intention to marry the prosecutrix and would have cheated or deceived the prosecutrix by giving a false promise to marry her only with a view to satisfy his lust, whereas in case

**IN THE COURT OF PRINCIPAL DISTRICT & SESSION JUDGE,
MUZAFFARPUR.**

Civil Court, Muzaffarpur, Bihar - 842001.

A.B.P. No. 2220/2026 (BRMZ010082442026)

(Arising out of Saraiya P.S. Case No. 277/2026)

Julekha Begam @ Julekha Khatoon & Ors. V/s The State of Bihar

of breach of promise, one cannot deny a possibility that the accused might have given a promise with all seriousness to marry her, and subsequently might have encountered certain circumstances unforeseen by him or the circumstances beyond his control, which prevented him to fulfil his promise. So, it would be a folly to treat each breach of promise to marry as a false promise and to prosecute a person for the offence under Section 376. As stated earlier, each case would depend upon its proved facts before the court.”

- (10) Thus, the Hon’ble Courts have consistently ruled that "misconception of fact" must happen within a close proximity of time. If a relationship continues over a prolonged period (e.g., several years) and the parties meet frequently, the law considers the woman's consent to be a conscious, informed choice rather than a decision based on an initial false promise.
- (11) Thus, having regard to the facts and circumstances and the statement of the informant, and also the prolonged period for which the relationship continued, it cannot be said that the prosecutrix had given her consent for the sexual relationship with the accused under the misconception of fact, so as to hold him of having committed rape within the meaning of Section 69 BNS.
- (12) In the facts of the given case, all the accused persons are the family members of accused Md. Sajid Hussain @ Raja Roni and they have not played any role in the alleged occurrence. The allegations against the petitioners are vague and omnibus in nature.
- (13) Considering the facts and circumstances of the case and the fact that they are first time offenders and no apprehension is shown on part of the prosecution that the accused would flee from justice or commit a similar offence, if released on bail, in the event of their arrest or surrender in the court concerned within four weeks from the date of communication of this order, let the above named petitioners as per mentioned at para no. 2, be released on furnishing a bail

**IN THE COURT OF PRINCIPAL DISTRICT & SESSION JUDGE,
MUZAFFARPUR.**

Civil Court, Muzaffarpur, Bihar - 842001.

A.B.P. No. 2220/2026 (BRMZ010082442026)

(Arising out of Saraiya P.S. Case No. 277/2026)

Julekha Begam @ Julekha Khatoon & Ors. V/s The State of Bihar

bonds of Rs. 10,000/- (ten thousand) with two sureties of the like amount, each to the satisfaction of learned court concerned subject to following conditions:

- The petitioners shall co-operate with the investigating agency as well as in trial, as and when required.
- The petitioners shall not commit an offence in future.
- The petitioners shall not directly or indirectly make any inducement, threat, or promise to any person acquainted with the facts of the case.
- The petitioners shall not tamper with the evidence-witness in any manner.

Sd/-

**[Shweta Kumari Singh]
Principal District & Sessions Judge,
Muzaffarpur.
16.06.2026**