

**IN THE COURT OF EKTA UPPAL, ADDITIONAL SESSIONS
JUDGE, PATHANKOT (UID NO.PB00301)**

CIS No.BA/307/2026
CNR No.PBPO010009312026
Date of Institution:21.02.2026.
Date of order:26.02.2026.

Sunil Kumar aged 36 years, resident of village **Versus** **State**
Janial, Narot Jaimal Singh, Tehsil and District
Pathankot.

FIR No.33 of 06.02.2026
U/s 69 of BNS, 2023
PS Sujanpur, Pathankot.

Present: Sh. Y.S. Thakur Advocate counsel for the applicant/
 accused Sunil Kumar.
 Ms. Ambica Gupta, Learned Additional Public Prosecutor
 for State.

ORDER:-

1. Heard on the pre-arrest bail application under Section 482 BNSS moved on behalf of applicant/accused Sunil Kumar, received by way of entrustment on 26.02.2026 from the office of learned District & Sessions Judge, Pathankot.
2. It is mentioned in the supported affidavit of accused/applicant annexed with the bail application that it is the first application and no such bail application has ever been filed or pending or decided by any Court of law.
3. Saning unnecessary details, briefly stating the version of applicant/accused as mentioned in the application is that applicant/accused is serving in Indian Army in Assam Rifles since 2020 and is on active duty in the area of District Doda (J&K). the complainant has lodged the FIR against the accused on the false allegations in order to blackmails the applicant/accused to marry her. The complainant is sister-in-law of brother of applicant/accused. The applicant/accused is ready to join the

investigation, hence the present bail application.

4. To counter the applicant version, the learned Addl PP for the State relied upon the prosecution version in the FIR and police record.

5. Perused. Arguments of the learned Addl. PP assisted by the learned complainant's counsel, are as per FIR and annexed documents presented today, counter arguments of learned defence counsel are as per the bail application and annexed documents presented with the bail application. Perusal of the file shows that the allegations against the applicant/accused are that he took the complainant at several places, where he used to commit sexual intercourse with her w.e.f. 2010 to 2025 under the pretext of marriage.

6. As per the prosecution version, the victim and accused both are major admittedly and even were major at the time of the alleged offence duration i.e. 2010 also. As per the learned defence counsel version, the accused and the complainant/victim developed physical intimacy, as brother of accused is married to sister of victim. It is further his arguments that it cannot be believed that since 2010 to 2025, the victim would have been under pretext of marriage, rather it is a consensual relationship between 02 majors and at the most can be breach of contract/promise to marry, but not amounts to the offence of rape, as no deceitful means used by the accused, to support his arguments, the learned defence counsel has referred the authority of Hon'ble Supreme Court of India titled as ***Indra Sharma Vs. V. K.V. Sarma, 2014(1) RCR (Civil) 263***. It is further argued that there is nothing which is to be recovered from the accused/applicant. It is argued that accused is army person and there is no reason that he will abscond.

7. On the other hand, learned Addl. PP counter argued that there is clear allegations of the prosecutrix/victim that the accused allured the victim under the pretext of marriage and out of that false promise, they developed physical relationships, so the consent was by deceitful means and also forcible relationship.

8. Perusal of the record shows that as per prosecution version, accused and victim developed physical intimacy, and as per prosecution version, the physical relation was outcome of the promise of marriage by the accused. However, the accused did not fulfill his promise and on 29.10.2025, accused took the complainant to a hotel in car and made forcible relations with her without her consent. It is further on the police record that even a compromise dated 12.11.2025 also tried to be effected between complainant and accused by Panchayat/Sarpanch and it is mentioned therein that accused resiled from his promise to marry the victim and for further proceedings, accused would come on the next date there, but he did not turn up. It is further stated by IO/ASI Balwinder Singh, no.1234/ptk who come present today that medical of the victim has been got done and report is awaited. It is further as per the police record that even in her statement under Section 183 BNSS, the prosecutrix/victim has deposed as per the allegations.

9. The arguments of the learned defence counsel that there was no promise to marry initially and mere breach of promise to marry is not amounting to rape, is not tenable in the circumstances involved because specifically the allegations are that the physical relations were developed when accused promised to marry the victim and there is clear allegation of forcible rape on 29.10.2025. Statement under Section 183 BNSS is there. So, the case of the prosecution, is different from the circumstances involved in the authority cited by the learned defence counsel i.e. *Indra Sharma's case (supra)* and so are the arguments of the learned defence counsel which are matter of evidence, however as far as the bail application is concerned, the allegations are serious in nature, i.e. committing rape by deceitful means.

10. Hence, the circumstances involved, do not, suffice the pre-conditions of exercising the discretionary power of anticipatory bail, keeping into view the seriousness of the allegations, nature of offence involved and the role attributed to the applicant/accused, as per the settled position of the law regarding the anticipatory bail. Hence, this

Court does not deem it fit to grant the concession of pre-arrest bail to the applicant/accused and his instant bail application is, hereby, dismissed. Nothing stated here-in-above shall have no effect on the merits of the case. File be consigned to the Record Room.

Pronounced in open Court:

Dated :26.02.2026

Bikram Chugh/JW

**Ekta Uppal,
Additional Sessions Judge-I,
Pathankot.UID/PB0301 .**