

IN THE COURT OF MR. HARGURVARINDER SINGH JAGGI,
ADDL. SESSIONS JUDGE (FTC– 01), SOUTH DISTRICT, SAKET
COURTS, NEW DELHI

Bail Matter No.: 975/2026	
CNR No.: DLST01-005800-2026	
FIR No.: 159/2026 dated 13.05.2026	
Police Station: Maidan Garhi	
u/Section: 69, 351(5), BNS 2023	

IN THE MATTER OF:

STATE

... Non-Applicant

Through – Mr. Santosh Kumar, Additional Public Prosecutor for the State assisted by IO/SI Manisha Meena, PS – Maidan Garhi.

Ms. Shenoy Das and Mr. Lakshya Tyagi, Advocates for the complainant a/w [REDACTED], complainant.

v.

SATISH KUMAR

... Applicant

Through – Mr. Abhishek Kumar and Mr. Deepak Kumar, Advocates for the Applicant.

Date of filing of bail application:	16.05.2026
Date of reserving order:	08.06.2026
Date of pronouncement of order:	09.06.2026

ORDER

09.06.2026

1. Satish Kumar (“applicant”) has moved an application under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS) seeking pre-arrest (anticipatory) bail in relation to FIR No. 159/2026 dated 13.05.2026 (FIR 159/2026) registered at police station Maidan Garhi, South Delhi, Delhi under Section 69, 351(5) of the Bharatiya Nyaya Sanhita, 2023 (BNS).

2. Since the present application is for pre-arrest bail, the applicant, Satish Kumar has not been arrested and apprehends imminent arrest.

3. The FIR against the applicant, Satish Kumar was lodged at the behest of a woman, [REDACTED]. To maintain the anonymity of the complainant/victim, neither her name nor personal details, such as address, mobile phone number, email ID are being disclosed in this order. Due care has been taken to withhold and redact the name of the complainant/victim at relevant places. Further, the complainant/victim is either addressed interchangeably as “she”, “her” and/or “the complainant”.

4. The arguments were heard by the Court on 03.06.2026 and 08.06.2026 In-Camera proceedings.

Facts

5. A complaint was lodged by a 23-year-old woman, working as a cyber security expert in Kerala, alleging that she came into contact with the applicant, Satish Kumar, through a matrimonial website/application (Bumble App/[shaadi.com](https://www.shaadi.com)). Following communications with the explicit intention of marriage, the applicant convinced her to travel to Delhi to meet him.

6. On 12.04.2026, the complainant arrived in Delhi and cohabitated with the applicant at an Airbnb accommodation located at B-162, 4th Floor, Chhatarpur Enclave Phase-II until 01.05.2026. The applicant allegedly established physical relations with her on the false pretext of marriage. However, after obtaining sexual intimacy, he abruptly ceased all communication, blocked her, and absconded from the accommodation.

7. During the course of the investigation, the Investigating Officer (IO) discovered that the applicant initially booked the flat through the Airbnb application, but upon noticing an address discrepancy, he cancelled the online booking and subsequently booked the flat directly in "offline mode" for approximately 19 days, paying ₹1,600 per day. The digital cancellation records of the Airbnb booking were seized during investigation.

Bail application & Reply by IO

8. Satish Kumar in the bail application has prayed that he may be granted pre-arrest bail in the proceedings arising out of FIR 159/2026 centering on the plank that he has been falsely implicated in the

subject matter, asserting that the physical relationship was entirely consensual.

9. The primary contention lodged by the applicant in the bail application is that the complainant met him over a dating app (Bumble), emotionally manipulated him to extort money, and when the relationship failed, threatened to implicate him in false cases. He further contended that the complainant was already in a domestic relationship with one Amandeep, which legally vitiates any promise of marriage.

10. The Investigating Officer (IO) and the complainant strongly opposed the anticipatory bail application. The prosecution emphasized that the applicant lured the complainant from Kerala to Delhi with specific assurances of marriage, stayed with her in a rented accommodation for 19 days, and then abruptly abandoned and blocked her. The IO asserted that custodial interrogation is strictly required to recover mobile phones, preserve electronic evidence, and conduct a medical examination.

Submissions by Counsels

11. Mr. Abhishek Kumar learned counsel for the applicant opened his arguments in tandem with the averments made in the bail application. The learned counsel at length read out the contents of the FIR, bail application, supporting documents, particularly, the print-outs of the transcript of chat-conversation through WhatsApp between the parties.

12. Mr. Kumar, learned counsel for the applicant submitted that the complainant is a 23-year-old educated woman who came to Delhi out of her own free will, had full knowledge of her actions, and engaged in a consensual physical relationship with the applicant. The learned counsel urged that rather it is the applicant, who has been deceived by the complainant. The learned counsel further submitted that the complainant has often demanded and extorted money from the applicant on various pretexts and occasions.

13. The learned counsel repeatedly urged that a breakdown of a consensual relationship cannot be termed as “sexual assault” under Section 69 of the BNS. Mr. Kumar, learned counsel for the applicant submitted that on 02.05.2026, the complainant through WhatsApp informed the applicant around afternoon that she has filed a complaint in Cyber Crime. The learned counsel further submitted that thereafter the complainant messaged again to the applicant that she did it in anger and rage and does not know how to take back the complaint.

14. Mr. Kumar, learned counsel further submitted that on 04.05.2026, the complainant returned to Delhi and around 4:00 A.M., broke open the lock of the room. Thereafter, later in the day, she sent a message to him that a complaint had been lodged against the applicant by her at the police station, Kishangarh.

15. Mr. Kumar, learned counsel for the applicant submitted that in her complaint, the complainant has not mentioned about [shaadi.com](https://www.shaadi.com), rather she has stated a social matrimony site. The learned counsel further submitted that the complainant came out of her own free will

to Delhi for work and the accused did not force or exert any pressure on her to come to Delhi.

16. The learned counsel further submitted that the allegations leveled by the complainant against the applicant are falsified as the complainant was already married and the order passed by the Judicial Magistrate First Class in a domestic violence complaint corroborates the applicant's claim of false allegations and concealment of material facts by the complainant.

17. Mr. Kumar learned counsel for the applicant at length read the WhatsApp messages from the transcript of chat conversation between the parties, particularly, page numbers 96, 128, 144, 159, 164 and 170 of the bail application.

18. *Per contra*, Mr. Santosh Kumar, learned Additional Public Prosecutor (APP) rebutted the arguments advanced by the learned counsel for the applicant that this is not a fit case of bail as urged by the learned counsel for the applicant.

19. The learned APP submitted that the complainant and the applicant/accused met through a matrimonial site. The applicant cannot take advantage of the complainant's previous failed relationship. The learned APP further submitted that no matter both the parties are consenting adults, it is apparent that the applicant/accused never intended and wanted to marry the girl. The learned APP further submitted that the applicant overtly used to address the complainant as "Wifey, Wifey."

20. Mr. Santosh Kumar, learned APP for the State submitted that the accused/applicant entered into a relationship to establish physical intimacy with the complainant. He made an Airbnb booking by concealing the identity and intention to exploit the complainant. The learned APP further submitted that they together cohabitated in Delhi for 19 days and it was after the applicant, having established physical intimacy with the complainant, he ghosted the complainant. The learned APP further submitted that this act and behavior of the applicant is squarely covered within the realm of Section 69 BNS, "false promise to marry".

21. Mr. Santosh Kumar, learned APP submitted that there is a thin line difference between "promise to marry" and "false promise to marry". The learned APP urged that in the present case the consent of the applicant was vitiated by fraud and thus it cannot be treated as free consent.

22. The learned APP pressed in service the Hon'ble Supreme Court's judgment in the case of ***Anurag Soni v. State of Chhattisgarh*** [2019] 6 SC 972 :: 2019 INSC 503. The learned APP submitted that the Apex Court in paragraph number 15 clearly held and found that there existed cogent evidence. The accused therein had no intention to marry the prosecutrix. The learned APP further submitted that in the case at hand, the consent given by the complainant was vitiated as it was gained by the applicant/accused under deception and fraud.

23. The learned APP urged that the Apex Court in ***Anurag Soni's case*** held that where the accused had no intention to marry the

presumption of law under Section 114A of the Indian Evidence Act, 1872 :: Section 120 of the Bharatiya Sakshya Adhiniyam, 2023, would tick-in and similarly in the case at hand also.

24. Mr. Santosh Kumar, learned APP, urged that the domestic violence complaint case filed by the complainant herein against a third person (Amandeep Singh), against her live-in partner cannot be a ground to push the complainant's ordeal and exploitation under the carpet. The learned APP further submitted that, rather than appreciating the honesty of the complainant about making full disclosure of her past and previous relationship, the applicant cannot be permitted to now take advantage of the same to secure pre-arrest bail. The learned APP further submitted that this reveals the desperation of the applicant to seek bail by sullyng the name of the complainant in every manner possible.

25. Mr. Santosh Kumar, learned APP concluded his arguments on the note that custodial interrogation of the accused/applicant is necessary for the purpose of medical examination, electronic evidence, missing articles and belongings of the complainant and therefore, the applicant seeking pre-arrest bail may be dismissed by the Court.

26. Ms. Shenoy Das, learned counsel for the complainant supplemented the contentions lodged by the learned APP. The learned counsel submitted that the complainant and the applicant met through matrimonial site and even the brother of the complainant spoke with the accused and it was only thereafter they took it forward.

27. Ms. Das, learned counsel for the complainant, submitted that it was the complainant who made full disclosure about her past and previous relationship and she shared about her ordeal in the domestic violence case. The learned counsel read out the extract of messages exchanged between the parties, particularly at page numbers 28 and 29 of the compilation filed by the complainant, and stressed that the complainant came out clean and with clear and good intention to settle down in a matrimonial relationship.

28. The learned counsel for the complainant submitted that the applicant in the bail application out of sheer desperation has made false accusations against the complainant for extortion of money, whereas not even a single rupee transaction occurred between the parties. The learned counsel further submitted that the invoice cited by the applicant was a mere banter and fun chat conversation between the couple, whereas the learned counsel for the applicant is reading and relying upon the same out of context.

29. Ms. Das, learned counsel for the complainant, concluded the argument on the note that it is the applicant/accused who preyed upon the complainant when she reached at 4 A.M. in the morning from her flight from Kerala to Delhi, which clearly reveals the *malafide* intention of the applicant to exploit the complainant on the pretext of false promise of marriage. The learned counsel submitted that no case for grant of pre-arrest bail is made out in favor of the applicant and the application moved by him may be dismissed.

30. Mr. Abhishek Kumar learned counsel for the applicant rejoined his arguments by strongly contending the submissions advanced by the learned APP and the learned counsel for the complainant. The learned counsel once again urged that the applicant has been falsely implicated by the complainant and the police, thus the relief of pre-arrest bail may be extended to him subject to any terms and conditions as imposed by the Court at the time of grant of bail.

Analysis & Findings

31. On careful perusal of the application, documents filed by the applicant, reply/objections filed by the IO and weighty arguments advanced by the learned counsel for the parties, the Court has to answer the question, whether the applicant, Satish Kumar may be granted the relief of anticipatory bail as sought?

32. Before we march ahead, it is imperative to cull out the legal principles of basic bail jurisprudence. At the stage of granting of bail, only a *prima facie* case needs to be examined and detailed reasons relating to the merits of the case that may cause prejudice to the accused, ought to be avoided. The bail order should reveal the factors that have been considered by the Court for granting relief to the accused – ***See Ajwar v. Waseem & Anr. – 2024 INSC 438, pp.28.***

33. The Hon'ble High Court of Delhi in ***Shaveta Kataria v. State Govt. of NCT of Delhi & Anr. – 2025 DHC 8043*** while relying upon the law reports of the Apex Court in ***Brijmani Devi v. Pappu Kumar & Anr. – (2022) 4 SCC 497*** and ***Mahipal v. Rajesh Kumar @ Polia – (2020) 2 SCC 118*** observed that the law is well settled that bail

proceedings are not intended to mirror the evidentiary rigour of a full-fledged trial. To engage in a detailed assessment of competing versions at this stage would risk converting the bail hearing into a mini-trial, something courts are consistently cautioned against.

34. The Apex Court has held in the catena of law reports that bail is a discretionary relief, to be granted or denied based on the specific facts and circumstances of each case. The Apex Court in its landmark judgment of *Prasanta Kumar Sarkar v. Ashis Chatterjee and Anr.* – *2010 INSC 752*, laid down the following *legal principles*:

- (i) Whether there is any *prima facie* or reasonable ground to believe that accused had committed the offence;
- (ii) Nature and gravity of the accusation;
- (iii) Severity of the punishment in the event of conviction
- (iv) Danger of the accused absconding or fleeing, if released on bail;
- (v) Character, behaviour, means position, and standing of the accused;
- (vi) Likelihood of the offence being repeated;
- (vii) Reasonable apprehension of the witnesses being influenced, and
- (viii) Danger, of course, of justice being thwarted by grant of bail.

35. Section 69 of the BNS, 2023 is reproduced verbatim, which reads as under:

“Section 69. Sexual intercourse by employing deceitful means, etc.—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.”

36. Section 69 is a new provision roped in the penal code of our country by the Parliament in the year 2023 by enactment of the Bharatiya Nyaya Sanhita, 2023 (BNS). The key ingredients of Section 69 are by deceitful means or by making a promise to marry to a woman without any intention of fulfilling the same.

37. The Apex Court in the law report of ***Prashant vs. State of NCT of Delhi***¹ observed in paragraph 19, which is reproduced *in verbatim* as below:

“19. In our view, taking the allegations in the FIR and the chargesheet as they stand, the crucial ingredients of the offence under Section 376 (2)(n) IPC are absent. A review of the FIR and the complainant's statement under Section 164 CrPC discloses no indication that any promise of marriage was extended at the outset of their relationship in 2017. Therefore, even if the prosecution's case is accepted at its face value, it cannot be concluded that the complainant engaged in a sexual relationship with the appellant solely on account of any assurance of marriage from the appellant. The relationship between the parties was cordial and also consensual in nature. A mere breakup of a relationship between a consenting couple cannot result in initiation of criminal proceedings. What was a consensual relationship between the parties at the initial stages cannot be

¹ 2024 INSC 879

given a colour of criminality when the said relationship does not fructify into a marital relationship. Further, both parties are now married to someone else and have moved on in their respective lives. Thus, in our view, the continuation of the prosecution in the present case would amount to a gross abuse of the process of law. Therefore, no purpose would be served by continuing the prosecution.”

38. Hon’ble Mr. Justice Dr. Dhananjaya Chandrachud J., (As His Lordship then was) in the case of ***Pramod Suryabhan Pawar v. The State of Maharashtra & Anr.***² quashed an FIR against Pramod Suryabhan Pawar for rape and offences under the Scheduled Cases and Scheduled Tribes (Prevention of Atrocities) Act, 1989, holding that a consensual long-term relationship and a subsequent breach of marriage promise do not amount to rape unless the promise was false from the outset and induced consent. The Apex Court held that even if the complainant’s statements are accepted in totality, no offence under Section 375 IPC was made out.

39. In ***Jothiragawan v. State Rep. by the Inspector of Police & Anr.***³ His Lordship K. Vinod Chandran J., in the erudite judgment speaking for the Court quashed rape charges against Jothiragawan, finding no evidence of inducement or promise of marriage before sexual intercourse and noting the consensual nature of the relationship. The Court observed that the allegation of forceful intercourse was not believable given the admitted relationship and the complainant’s repeated willingness to accompany the accused to hotel rooms.

² 2019 INSC 939

³ 2025 INSC 386

40. Hon'ble High Court of Delhi in the case of ***Shane Haider v. State of NCT of Delhi Through SHO PS Pahar Ganj⁴ (Shane Haider's case)*** while considering an anticipatory bail petition under Section 438 CrPC in FIR No. 97/2024, alleging sexual relations obtained by false promise of marriage and threats granted anticipatory bail. The Court reviewed factual allegations, parties' submissions, and relevant Hon'ble Supreme Court precedents distinguishing 'false promise' from 'mere breach of promise'. Balancing *prima facie* material, delayed reporting, the prosecutrix's maturity, and absence of criminal antecedents of the applicant, the Hon'ble Court granted anticipatory bail with conditions ensuring cooperative investigation, movement restrictions, and prohibition on witness interference.

41. Hon'ble High Court of Delhi in ***Sumit v. State NCT of Delhi⁵*** – relied upon the law reports of the Hon'ble Supreme Court of India and also of ***Shane Haider's case***. In this case, Hon'ble High Court considered an anticipatory bail application in FIR No. 541/2025 under Section 376 IPC, where the complainant alleges prolonged sexual exploitation by the petitioner on a false promise of marriage. The petitioner's counsel relied on WhatsApp chats, videos, and legal precedents, to argue consensual relations and deny any mala fide intention from the relationship's inception.

42. The Hon'ble Court analysed legal distinctions between “false promise” and “mere breach of promise”, as held by the Hon'ble

⁴ 2024 DHC 1115

⁵ Bail Appln. No. 3767/2025, date of order 31.10.2025

Supreme Court in its law reports, and found that *prima facie* materials suggesting mutual consent and later acrimony.

43. In the case at hand, the admitted facts are that the parties met through online mode. Though the learned counsel for the applicant and the learned counsel for the complainant were at loggerheads on this part. As per the applicant, they met through Bumble app, whereas as per the complainant, they met through shali.com. The complainant has stated that the applicant had his profile on [shaadi.com](https://www.shaadi.com).

44. By order dated 03.06.2026, the IO was directed by the Court to submit a verification report with regard to the applicant and the complaint's meeting through Bumble App and/or [shaadi.com](https://www.shaadi.com). On 08.06.2026, IO filed a status report seeking more time as notice was issued to Bumble app and [shaadi.com](https://www.shaadi.com) under Section 94 BNSS and their responses were awaited.

45. The Court finds that the mode of meeting, whether through Bumble App or through [shaadi.com](https://www.shaadi.com), loses significance because both of them were complete strangers until the month of February/March, 2026. They connected through online mode. Period.

46. The admitted facts are that the complainant is resident of the State of Kerala, and the applicant is a resident of Delhi. They met through online mode. After talking for some time and getting to know each other, the complainant flew down from Kerala to Delhi. It is also admitted that they both stayed together for almost 19 days in the

month of April, 2026 in an Airbnb, which was arranged and paid by the applicant.

47. Further, it is also admitted that they had developed physical intimacy and had sexual intercourse. However, both of them are at variance on this aspect. The applicant has harped that their relationship was consensual and now the complainant has become wishful and has embroiled him in the utterly false FIR. On the other hand, it is the complainant's case that the applicant made a promise of marriage. The applicant promised to marry her, and it was on the bedrock of such a promise that they developed physical intimacy.

48. During the course of hearing, Mr. Abhishek Kumar the learned counsel for the applicant stressed upon the order dated 03.02.2026 passed by the Court of Judicial First Class Magistrate, Angamaly in ***CMP 1/2026 in MC No. 3/2026***, with regard to an application filed under Section 12 of the Protection of Women from Domestic Violence Act, 2005 by the complainant hearing against one Amandeep Singh. The learned counsel urged that when the applicant found out about the fact that the complainant was already in a domestic relationship, he backtracked and did not want to enter into matrimony with the complainant.

49. Whereas, Mr. Santosh Kumar, learned APP and Ms. Das learned counsel for the complainant stressed that the applicant is cherry picking and making insinuations, personal attacks by making such false statements.

50. Mr. Kumar, learned APP submitted that such is not the case as the complainant had made full disclosure about her past and previous relationship to the applicant. The applicant was well aware about this person named Amandeep Singh, with whom the complainant did have a domestic relationship, but it was an abusive one and she walked out of the same and sought appropriate recourse in law.

51. Though in the preceding paragraphs of this order, the caveat of not delving too much into the documents, records, by running into the risk of mini-trial at the time of grant of bail have been quoted. However, in the present case, on careful reading of the transcript of the WhatsApp conversations placed on record, not only by the applicant, but also by the complainant, the Court deems it appropriate to cull out the different phases of relationship i.e., bonhomie, bonding, cohabitation in Delhi, ghosting, desperation, confrontation and legal action between the parties.

52. Based on the WhatsApp chat transcripts placed on record by both the applicant, Satish Kumar and the complainant, [REDACTED], spanning from 18.03.2026, to 11.05.2026, a detailed chronological note assessing the trajectory of their relationship, interactions, and the eventual fallout has been traced and prepared for sake of clarity and better understanding.

Phase 1: Initial Bonding and Intense Flirtation
(Mid-March to Early April 2026)

53. The parties initially connected on a matrimonial/dating app (Bumble) and shifted their conversation to WhatsApp around 18.03.2026. The early conversations reveal a fast-paced emotional connection filled with intense flirtation, future planning, and sharing of personal vulnerabilities:

- 53.1. Romantic Projections: Satish is seen actively wooing the complainant, referring to her as "future wifey". They casually discuss marriage, with Satish stating, "*Sath hi rakh lenge apko yaha Delhi me permanent... Shaadi kar lenge fir apan*". [REDACTED] responds playfully, asking "*Tum abhi se mujhe wife bana rahe ho*".
- 53.2. Past Trauma: [REDACTED] opens up about a past relationship where she was cheated on ("He went on a trip and had sex with her lying to me"), expressing deep trust issues and a fear of attachment. Satish reassures her, promising care and moral support.
- 53.3. Sexual Intimacy & Fantasies: The chats quickly adopt a sexually explicit tone. [REDACTED] openly discusses her high libido ("I have a VERY HIGH LIBIDO", "I crave for love and touch"). They engage in suggestive banter regarding physical dominance ("*Mai submissiiiveve(sic) huu*", "*And in bed i dominate*"), and discuss sensitive tattoos and neck kisses.

Phase 2: Planning the Delhi Trip
(Late March to April 10, 2026)

54. [REDACTED], who claims to be a cyber security expert working for SOG/NIA, informs Satish about an upcoming work trip to Delhi.

54.1. Accommodation Arrangements: Anticipating her arrival, Satish actively searches for a 1 RK Airbnb for her to stay. He promises to cook for her and take care of her daily needs.

54.2. Booking: They coordinate her flight tickets, and she eventually books her flight to Delhi for 11.04.2026. Satish plans to receive her at the airport, and [REDACTED] playfully demands he bring a "camel toy" or soft toys.

Phase 3: Cohabitation in Delhi and Growing Friction
(April 11 – May 1, 2026)

55. [REDACTED], lands in Delhi on the morning of 11.04.2026, and they begin cohabitating at the Airbnb arranged by Satish. The chats during this period reflect a mix of physical intimacy and escalating arguments:

55.1. Physical Relations: The chats explicitly confirm physical intimacy. On 18.04.2026, [REDACTED] texts, "Will you f#*k me hard".

55.2. Disputes and Insecurities: Friction arises as [REDACTED] frequently complains about Satish not giving her enough time, choosing to spend time with his brother or friends

instead. On 19.04.2026, she angrily states, "I will probably not come back at night, sorry".

- 55.3. Health Issues: On 23.04.2026, she experiences a fainting spell and severe body pain. Satish immediately shares the exact Airbnb address ("B 162 number h ghar ka") and rushes to assist her with ORS and lemon water.
- 55.4. Deterioration of the Relationship: By 28.04.2026, the tone becomes highly toxic. [REDACTED] texts him, "You are capable enough to ruin a happy woman's life... Next time you get a woman, who gives her everything to you, make sure she doesn't cry for you". By 30.04.2026, she is packing to leave, bitterly stating, "*Ek bhi words ka koi value nahi hai*".

Phase 4: The Ghosting and Desperation
(May 1 – May 5, 2026)

56. [REDACTED] leaves for Kerala around 01.05.2026, though she expresses reluctance, texting "I don't want to go". Upon reaching Kerala, she allegedly filed a cyber complaint on 02.05.2026.

- 56.1. Return to Delhi: After emotional manipulation, [REDACTED] returns to Delhi on the night of 04/05.2026, expecting Satish to receive her at the airport.
- 56.2. The Disappearance: Instead of meeting her, Satish switches off his phone. At 6:03 PM on 04.05.2026, [REDACTED] texts: "You fucking switched your phone off

again???" On 05.05.2026, realizing he has abandoned the Airbnb and her belongings, she begs: "Satish I beg of you... Don't do this please... *Aise scam kiya tumne mere sath Satish? Aise use karke fenk diya mujhe??*".

Phase 5: Confrontation and Legal Action
(May 8 – May 11, 2026)

57. After days of being ignored, Satish finally responds on 08.05.2026, leading to a bitter confrontation:

57.1. **██████'s Accusations:** ██████ demands answers for his abandonment at 2:30 AM at the airport. She accuses him of severe deceit: "*Why did you used(sic) me like this Satish?? Maine bharosa kiya tha tumpe. I gave you the right to touch me... You chose to abscond like a criminal*". On 11.05.2026, she texts: "*Itna bada coward, mujhe sex ke liye use karke aise bhaag gaye tum*".

57.2. **Satish's Defence:** Satish confronts ██████ about the police complaint she lodged against him. He expresses shock and betrayal over being accused of theft ("*Bhut hi ghatiya arop lagaya yaar merepe chori jaisa*"). He completely denies any fraud, stating: "*Koi dhoka nhi hua h. You are creating all this in your mind... I felt betrayed badly by whatever was happening to me*".

57.3. **Final Escalation:** Unable to get closure, ██████ reaches out to Satish's best friend, Nayan Singh, on 11.05.2026,

pleading with him to make Satish talk to her, indicating that a lawyer had already contacted the police station to proceed with the FIR. Following this breakdown, FIR No. 159/2026 was formally registered on 13.05.2026.

58. Evaluating the case against established legal principles reveals that the applicant's prayer for pre-arrest (anticipatory) bail lacks merit.

Gravity of the Offence under Section 69 BNS

59. Under the parameters laid down by the Hon'ble Supreme Court in *Prasanta Kumar Sarkar v. Ashis Chatterjee – 2010 INSC 752*, the Court must heavily weigh the nature and gravity of the accusation. Section 69 of the BNS explicitly penalizes sexual intercourse by employing deceitful means, which includes making a false promise to marry. The legislative intent is to check the mischief of emotional and physical exploitation of women by men who make hollow promises of marriage at the inception solely to secure sexual consent.

False Promise at Inception vs. Breach of Promise

60. The Supreme Court in *Shambhu Kharwar v. State of Uttar Pradesh & Anr. – 2022 INSC 827* and *Naim Ahamed v. State (NCT of Delhi) 2023 INSC 85*, has established the clear legal distinction between a mere breach of a promise and a false promise made in bad faith from the inception.

61. In the case at hand, the examination of the WhatsApp transcripts reveal that the applicant, Satish Kumar actively addressed the complainant as "future wifey", "wifey" to extract her consent.

This, combined with his deliberate act of booking the Airbnb offline to avoid a digital footprint and completely ghosting/blocking the victim immediately after 19 days of physical intimacy, strongly points toward a deceitful intent harbored from the very beginning.

62. Anticipatory bail is an extraordinary privilege that cannot be granted mechanically, especially when custodial interrogation is necessary for a fair investigation – See ***State of Madhya Pradesh v. Pradeep Sharma – 2013 INSC 810***. Given the applicant's evasive conduct and the overarching need to recover electronic devices and investigate the complete digital trail, shielding him with anticipatory bail would prejudice the investigation.

Conclusion

63. The allegations leveled against the applicant are specific and grave, squarely attracting the rigors of Section 69 of the BNS. The applicant's deliberate actions, from manipulating the accommodation booking offline to abruptly blocking the complainant after achieving physical intimacy substantiate the prosecution's claim of a *prima facie* case of false promise to marry made at the inception.

64. Considering the grave nature of the allegations, the evasive and absconding conduct of the applicant, and the imminent necessity of his custodial interrogation for the recovery of digital evidence and medical examination, shielding him with pre-arrest bail would severely prejudice the ongoing investigation. Therefore, the applicant Satish Kumar does not deserve the concession of pre-arrest (anticipatory) bail.

65. In light of the above stated legal principles, the answer to the pointed question about grant of pre-arrest (anticipatory) bail to the applicant, Satish Kumar is an emphatic: **No**.

Decision

66. In view of the above deliberations and observations, the Court declines to grant pre-arrest (anticipatory) bail to the applicant, Satish Kumar at this stage. Accordingly, the bail application moved by the applicant, Satish Kumar titled as, ***State v. Satish Kumar – Bail Matter No. 975/2026*** is dismissed.

67. Any observation made here-in-above for the purpose of dealing with the contentions raised during the hearing of the bail application shall not be deemed to be an expression on the merits of the case.

68. Let a copy of this order be given *dasti* to the applicant through counsel. Further, let a copy of the order be transmitted to the concerned IO/SHO, police station Maidan Garhi, for information and necessary compliance, if any.

Pronounced in the open Court on June 09, 2026	(Hargurvarinder Singh Jaggi) Addl. Sessions Judge (FTC-01) South District Saket Courts, New Delhi
--	--

Note: This order comprises **24** pages in total. The electronic signature certificate (digital signature) of the Presiding Officer has been appended on the last page of the electronic or digital copy (PDF) of this document.