



**IN THE HIGH COURT OF KARNATAKA AT BENGALURU**

**DATED THIS THE 24<sup>TH</sup> DAY OF MARCH, 2026**

**BEFORE**

**THE HON'BLE MR. JUSTICE M.NAGAPRASANNA**

**WRIT PETITION NO. 27666 OF 2023 (GM-RES)**

**BETWEEN:**

LINGAMURTHY  
S/O LATE MAHESHWARAPPA  
AGED ABOUT 32 YEARS  
R/AT SOMASHETTY HALLI VILLAGE  
KANAKATTE HOBLI, ARSIKERE TALUK  
HASSAN - 573 103.

...PETITIONER

(BY SRI AKASH B.SHETTY, ADVOCATE)

**AND:**

1. THE STATE OF KARNATAKA  
BY HASSAN WOMEN POLICE STATION  
REPRESENTED BY THE SPP  
HIGH COURT BUILDING  
BENGALURU - 560 001.

2. XXXXX  
XXXXX  
XXXXX

...RESPONDENTS

(BY SRI CHANNAPPA ERAPPA, HCGP FOR R1;  
R2 SERVED AND UNREPRESENTED)

Digitally signed  
by PADMAVATHI  
B K  
Location: High  
Court of  
Karnataka





THIS WP IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA READ WITH SECTION 482 OF CR.P.C. PRAYING TO QUASH THE COMPLAINT AND FIR REGISTERED IN CRIME NO. 0061/2023 DTD 26/06/2023 IN WOMEN POLICE STATION, HASSAN FOR THE OFFENCES PUNISHABLE U/S 376, 420, 354C, 509, 342, 506 OF IPC, PENDING BEFORE THE 7TH ADDL. CIVIL JUDGE (JR. DN) AND JMFC COURT, HASSAN VIDE ANNEXURE-A AND B AND ETC.,

THIS PETITION, COMING ON FOR ADMISSION, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: **HON'BLE MR. JUSTICE M.NAGAPRASANNA**

**ORAL ORDER**

The petitioner is before this Court calling in question the proceedings in C.C. No.4098/2023 registered for offences punishable under Sections 376, 420, 342 and 506 of the IPC.

2. Heard Sri. Akash B. Shetty, learned counsel appearing for the petitioner and Sri. Channappa Erappa, learned HCGP appearing for respondent No.1. The complainant though served long ago remains unrepresented even today.



3. Facts in brief, germane, are as follows:

The petitioner is the accused and the 2<sup>nd</sup> respondent, the complainant. The petitioner and the complainant meet at the workplace of the complainant and develop a friendship. The friendship blossoms into relationship and the relationship becomes physical. The relationship between the two breaks. It is then that respondent No.2 registers a complaint on the score that she had entered into physical relationship with the petitioner on the false pretext of marriage, which becomes a crime in Crime No.61/2023. The police conduct investigation and file a charge sheet in C.C. No.4098/2023 for the aforementioned offences. Filing of the charge sheet is what has driven the petitioner to this Court in the subject petition.

4. The learned counsel appearing for the petitioner would submit that the relationship between the two was consensual. Learned counsel would further submit that the complainant is a married woman and the two had met when the relationship between the complainant and her husband turned sour. The allegation of physical relationship on false



promise of marriage cannot sustain when the complainant is a married woman is the submission of the learned counsel.

5. *Per contra*, learned HCGP appearing for respondent No.1 would submit that the allegations in the complaint and the charge sheet would indicate that the relationship between the petitioner and the complainant developed on the false promise of marriage. The petitioner has also received Rs. 6 lakhs cash from the petitioner. It is for the petitioner to come out clean in a full-blown trial. Thus, seeks dismissal of the petition.

6. I have given my anxious consideration to the submissions made by the respective learned counsel and have perused the material available on record.

7. The afore-narrated facts and link in the chain of events are a matter of record. The petitioner and the complainant met at the workplace of the complainant and then developed a relationship. It is an admitted fact that the complainant was a married woman. The complainant obtained a divorce from the previous marriage due to the promise of



marriage by the petitioner is the allegation in the complaint.  
Since the entire issue is now triggered from the complaint, I  
deem it appropriate to notice the complaint. It reads as follows:

“ಗೆ

ಆರಕ್ಷಕ ನಿರೀಕ್ಷಕರು  
ಮಹಿಳಾ ಪೊಲೀಸ ರಾಣಿ  
ಹಾಸನ.

ಇಂದ,

XXXXXXX

XXXXXXXXXX

ಮಾನ್ಯರೇ

ವಿಷಯ : ಲಿಂಗಮೂರ್ತಿಯವರು ಲೈಂಗಿಕದೌರ್ಜನ್ಯವನ್ನು ನಡೆಸಿ ಪೋಟೋ ವೀಡಿಯೋವನ್ನು  
ತೋರಿಸುತ್ತೇನೆ ಬ್ಲಾಕ್ ಮೇಲೆ ಮಾಡಿ ಹಣ ಕಿತ್ತು ಕೊಂಡಿರುವ ಬಗ್ಗೆ.

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ಮೇಲ್ಕಂಡ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ನಾನು ಖಾಯಂ ವಿಳಾಸ ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ ಕಡೂರು  
ತಾಲ್ಲೂಕು ಪಂಚನಹಳ್ಳಿಯವರಾಗಿರುತ್ತೇನೆ. ನಾನು ಅರಸೀಕೆರೆ ತಾಲ್ಲೂಕು ಕಿತ್ತನಕರೆಯ  
ಪ್ರೌಢಶಾಲೆಯಲ್ಲಿ ಎಸ್.ಎಸ್.ಎಲ್.ಸಿ ಓದುವಾಗ 2012 ರಲ್ಲಿ ಲಿಂಗಮೂರ್ತಿ ಆಲಿಯಾಸ್ ಅಪ್ಪು  
ಬಿನ್ ಲೇಟ್ ಮಹೇಶ್ವರಪ್ಪ ಅರಸೀಕೆರೆ ತಾ ಕಣಕಟ್ಟೆ ಹೋ ಸೋಮಶೆಟ್ಟಿಹಳ್ಳಿಯ ಇವರು ನನ್ನನ್ನು  
ಪರಿಚಯ ಮಾಡಿಕೊಂಡು ಮಾತನಾಡುತ್ತಿದ್ದರು. ಆಗ ಲಿಂಗಮೂರ್ತಿಯವರು ಕಿತ್ತನಕೆರೆ  
ಪ್ರೌಢಶಾಲೆಯಲ್ಲಿ ಗುಮಾಸ್ತರಾಗಿ ಕೆಲಸ ಮಾಡುತ್ತಿದ್ದರು. ನಾನು ನಂತರ ಅಗ್ರಿಕಲ್ಚರ್ ಡಿಪ್ಲೋಮೋ  
ಓದಿ 5-6 ವರ್ಷಗಳ ನಂತರ ನಾನು ದಿನಾಂಕ:3.10.2015 ರಂದು ಸಂಜಯ್ ಪಿ.ಬಿ. ತಂದೆ  
ಬಸವರಾಜು ಪಂಚನಹಳ್ಳಿ ಕಡೂರು ತಾ:ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ ಇದರೊಂದಿಗೆ ಕಡೂರು  
ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳ ಕಛೇರಿಯಲ್ಲಿ 3.10.2015 ರಂದು ಮದುವೆಯಾಗುತ್ತೇನೆ ನಂತರ  
ನಾನು ನನ್ನ ಪತಿಯೊಂದಿಗೆ ಸಂಸಾರ ಮಾಡುತ್ತಿದ್ದೆ. ನಂತರ ನಾನು ಹಾಸನ ಜಿಲ್ಲೆಯ ಹಳೇಬೀಡು  
ರೈತ ಸಂಪರ್ಕ ಕೇಂದ್ರದಲ್ಲಿ ಸಹಾಯಕ ತಾಂತ್ರಿಕ ವ್ಯವಸ್ಥಾಪಕರಾಗಿ ಕಾರ್ಯ ನಿರ್ವಹಿಸುತ್ತಿದೆ.  
ನಾನು ಬೇಲೂರಿನಲ್ಲಿರುವ ಹಳೇಬೀಡಿಯ ಶ್ರೀಮತಿ ಪುಷ್ಪರವರ ಮನೆಯಲ್ಲಿ ಇದ್ದು ನನ್ನ ಕೆಲಸಕ್ಕೆ  
ಹಳೇಬೀಡುಗೆ ಹೋಗಿ ಬರುತ್ತಿದ್ದೆ ನಂತರ ಸುಮಾರು 5-6 ವರ್ಷಗಳ ನಂತರ ಲಿಂಗಮೂರ್ತಿ ನಾನು  
ಕೆಲಸ ಮಾಡುತ್ತಿದ್ದ ರೈತ ಸಂಪರ್ಕ ಕೇಂದ್ರಕ್ಕೆ ಬಂದು ನನ್ನನ್ನು ಮಾತನಾಡಿಸಿ ನನ್ನ ಶಾಲೆಯ  
ವಿದ್ಯಾರ್ಥಿನಿಯೆಂದು ನಾನು ಕೆಲಸ ಮಾಡುತ್ತಿದ್ದ ರೈತ ಸಂಪರ್ಕ ಕೇಂದ್ರದಿಂದ ಕೃಷಿ ಪರಿಕರಗಳನ್ನು



HC-KAR

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ಪಡೆಯುತ್ತಿದ್ದರು. ಆಗಾಗ ಬಂದು ನನ್ನನ್ನು ಮಾತನಾಡಿಸುತ್ತಿದ್ದರು. ಹಾಗೂ ಉರಿಗೆ ಹೋಗುವಾಗ ನನ್ನನ್ನು ಅವರ ಕಾರಿನಲ್ಲಿ ಉರಿಗೆ ಕರೆದುಕೊಂಡು ಹೋಗುತ್ತಿದ್ದರು ಹಾಗೂ ನನಗೆ ಪರ್ಮನೆಂಟಾಗಿ ಕೆಲಸ ಕೊಡಿಸುತ್ತೇನೆ ಅದಕ್ಕೆ ಸ್ವಲ್ಪ ದುಡ್ಡು ಖರ್ಚಾಗುತ್ತಿದೆ ಎಂದು ಮೇಲಿಂದ ಮೇಲೆ ಹೇಳುತ್ತಿದ್ದರು. ಒಂದು ದಿನ ಲಿಂಗಮೂರ್ತಿಯವರು ನಾನು ಕೆಲಸ ಮಾಡುತ್ತಿದ್ದ ಕೇಂದ್ರಕ್ಕೆ ಬಂದು ನನ್ನನ್ನು ಅವರ ಮನೆಗೆ ಉಟಕ್ಕೆ ಕರೆಕದರು ನಾನು ಬರಲ್ಲ ಎಂದು ನಿರಾಕರಿಸಿದರು ಸಹ ಒತ್ತಾಯಪೂರ್ವಕವಾಗಿ ಅವರು ಸಹ ಮದುವೆಯಾಗಿರಬಹುದೆಂದು ನಂಬಿ ಅವರೊಂದಿಗೆ ಅವರ ಕಾರಿನಲ್ಲಿ ಅವರ ಮನೆ ಬೇಲೂರಿನಲ್ಲಿರುವ ಕನ್ನಿಕಾ ಪರಮೇಶ್ವರಿ ದೇವಸ್ಥಾನದ ಹತ್ತಿರ ಉಟಕ್ಕೆ ಹೋದವು ನಾನು ನೋಡಿದಾಗ ಲಿಂಗಮೂರ್ತಿಯವರ ಮನೆಯಲ್ಲಿ ಬೇರೆ ಯಾರೂ ಇರಲಿಲ್ಲ ನಂತರ ಲಿಂಗಮೂರ್ತಿಯವರು ನನಗೆ ಒತ್ತಾಯ ಪೂರ್ವಕವಾಗಿ ಜ್ಯೂಸ್ ಕುಡಿಸಿದರು. ನಂತರ ಕೆಲವೇ ಕ್ಷಣದಲ್ಲಿ ನನಗೆ ಮಂಪರು ಬಂದು ಅವರು ನೀಡಿದ ಜ್ಯೂಸಿನಿಂದ ತಲೆತಿರುಗಿ ನಿಡ್ಬಬಂದಂತಾಗಿ ಮಲಗಿದೆ ನಂತರ ಸುಮಾರು ಹೊತ್ತಿನ ನಂತರ ನನಗೆ ಎಚ್ಚರವಾದಾಗ ನನ್ನ ಮೈಕ್ಕೆ ಎಲ್ಲಾ ಭಾರವಾಗಿತ್ತು. ನನ್ನ ದೇಹ ಸುಸ್ತಾಗಿ ನೋವುತ್ತಿತ್ತು. ಆಗ ಲಿಂಗಮೂರ್ತಿಯವರು ಕೇವಲ ನಿಕ್ಕರ್ ನಲ್ಲಿದ್ದು ನನಗೇಕೆ ನೀವು ಈ ರೀತಿಜ್ಯೂಸ್ ಕುಡಿಸಿ ನನ್ನ ಮೇಲೆ ನನ್ನ ಇಷ್ಟಕ್ಕೆ ವಿರುದ್ಧವಾಗಿ ನನ್ನಮೇಲೆ ಅತ್ಯಾಚಾರ ಮಾಡಿದಿರಿ ಎಂದು ಕೇಳಿದಾಗ ನನಗೆ ನೀನು ಎಂದರೆ ಇಷ್ಟ ನಾನು ನಿನ್ನನ್ನು ಪ್ರೀತಿಸುತ್ತೇನೆ. ನೀನು ನಿನ್ನ ಗಂಡನ ಜೊತೆ ಡೈವರ್ಸ್ ತೆಗೆಕೋ ನಾನು ನಿನ್ನನ್ನು ಮದುವೆಯಾಗಿ ಚೆನ್ನಾಗಿ ನೋಡಿಕೊಳ್ಳುತ್ತೇನೆ ಎಂದು ಹೇಳಿದಾಗ ನಾನು ಇಲ್ಲ ಡೈವರ್ಸ್ ಕೊಡಲ್ಲ ನಾನು ಮದುವೆಯಾಗಿದ್ದೇನೆ ಡೈವರ್ಸ್ ತೆಗೆದುಕೊಳ್ಳಲ್ಲ ಎಂದು ತಿಳಿಸಿದೆನು. ಆಗ ಲಿಂಗಮೂರ್ತಿಯವರು ನಿನ್ನ ಮೇಲೆ ಅತ್ಯಾಚಾರ ಮಾಡುವಾಗ ನಿನ್ನ ನಗ್ನ ವಿಡಿಯೋ ಪೋಟೋ ಹಾಗೂ ಅತ್ಯಾಚಾರ ಮಡುತ್ತಿರುವಾಗ ನನ್ನ ಮೊಬೈಲ್ನಲ್ಲಿ ಚಿತ್ರೀಕರಿಸಿಕೊಂಡಿರುತ್ತೇನೆ ಆ ಪೋಟೋಗಳನ್ನು ಮತ್ತು ಅತ್ಯಾಚಾರದ ವಿಡಿಯೋಗಳನ್ನು ನಿನ್ನ ಗಂಡ ತಂದೆ ತಾಯಿಗೆ ಹಾಗೂ ನೀನು ಕೆಲಸ ಮಾಡುತ್ತಿರುವ ಕೇಂದ್ರಕ್ಕೆ ಕಳುಹಿಸಿಕೊಡುತ್ತೇನೆ ಎಂದು ಹಾಗೂ ಕೊಲೆ ಮಡುತ್ತೇನೆಂದು ಪ್ರಾಣ ಬೆದರಿಕೆ ಹಾಕಿದರು. ನಂತರ ನಾನು ಹೆದರಿ ನನ್ನ ಉರು ಪಂಚನಳೆಯ ತಂದೆ ತಾಯಿಯ ಹತ್ತಿರ ಹೋದೆನು. ಹಾಗೂ ಸದರಿ ಘಟನೆಯ ವಿಚಾರವನ್ನು ನನ್ನ ತಂದೆ ತಾಯಿಗಾಗಲಿ ಗಂಡನಿಗಾಗಲಿ ದಾಂಪತ್ಯ ಜೀವನ ಹಾಳಾಗುತ್ತದೆಂದು ಹಾಗೂ ಲಿಂಗಮೂರ್ತಿಯವರು ಕೊಲೆ ಬೆದರಿಕೆ ಹಾಕಿರುವುದರಿಂದ ತಿಳಿಸಿರುವುದಿಲ್ಲ 2020 ರಲ್ಲಿ ಕರೋನಾ ಇದ್ದಾಗ ನಾನು ಕೆಲಸ ಮಾಡುತ್ತಿದ್ದ ಕಚೇರಿಗೆ ಬಂದು ನನಗೆ ಜೊತೆಯಲ್ಲಿ ಬರಲು ಕರೆದಾಗ ನಾನು ಬರುವುದಿಲ್ಲವೆಂದು ನಿರಾಕರಿಸಿದಾಗ ಆತನು ನಿನ್ನ ಜೊತೆ ಸಂಪರ್ಕ ಮಾಡಿದ ಪೋಟೋ ಹಾಗೂ ವಿಡಿಯೋಗಳನ್ನು ಸಾರ್ವಜನಿಕವಾಗಿ ಬಿಡುಗಡೆ ಮಾಡುತ್ತೇನೆಂದು ಹೆದರಿಸಿ ನನ್ನನ್ನು ಕಾರಿನಲ್ಲಿ ಬೇಲೂರಿನಲ್ಲಿರುವ ಆತನ ಮನೆಗೆ ಕರೆದುಕೊಂಡು ಹೋಗಿ ನನ್ನ ಮೇಲೆ ಎರಡು ದಿನಗಳ ಕಾಲ ಗೃಹಬಂಧನದಲ್ಲಿದ್ದು ನಿರಂತರ ಅತ್ಯಾಚಾರ ಮಾಡಿದರು. ಅಲ್ಲದೆ ಲಿಂಗಮೂರ್ತಿ ನನಗೆ ಹೆದರಿಸಿ ಹಣವನ್ನು ಕೊಡುವಂತೆ ಕೇಳುತ್ತಿದ್ದು ನಾನು ನನ್ನ ಮರ್ಯಾದೆಗೆ ಹೆಸರಿ ನನ್ನಿಂದ ಸುಮಾರು 6 ಲಕ್ಷ ರೂ. ನಗದು ಹಾಗೂ ನನ್ನ ಬೇಲೂರು ಬ್ಯಾಂಕ್ ಖಾತೆಯಿಂದ 12 ಲಕ್ಷ ರೂ.ಗಳನ್ನು ನನ್ನ ATM ಕಾರ್ಡನ್ನು ಹೆದರಿಸಿ ಕಿತ್ತುಕೊಂಡು ಹಲವಾರು ಬಾರಿ ದುಡ್ಡನ್ನು ಡ್ರಾ ಮಾಡಿರುತ್ತಾರೆ. ಅಲ್ಲದೇ ನನ್ನ ಚೆಕ್‌ಬುಕ್ ಅನ್ನು ತೆಗೆದುಕೊಂಡು 2 ಸಹಿ ಮಾಡಿದ್ದನ್ನು ಚೆಕ್ ಬುಕ್‌ನ್ನು ಕಿತ್ತುಕೊಂಡಿರುತ್ತಾರೆ. ನನ್ನ



ಬ್ಯಾಂಕಿನ ಅಧಿಕಾರಿಗಳಿಗೆ ಚೆಕ್‌ಗಳನ್ನು ಪಾಸ್ ಮಾಡದಂತೆ ಅರ್ಜಿ ಸಲ್ಲಿಸಿರುತ್ತೇನೆ. Stop payment ಮಾಡಿಸಿರುತ್ತೇನೆ. ನಂತರ ಲಿಂಗಮೂರ್ತಿಯವರು ನನಗೆ ಪ್ರಾಣ ಬೆದರಿಕೆ ಹಾಕಿ ಒತ್ತಾಯ ಪೂರ್ವಕವಾಗಿ ನನ್ನ ಗಂಡನಿಂದ ವಿಚ್ಛೇದನ ಪಡೆಯಲು ಒತ್ತಾಯಿಸಿ ನಾನು ಗಂಡ ಸಂಜನ್ ಪಿ.ಬಿ. ಇವರ ವಿರುದ್ಧ ಕಡೂರು ಸಿವಿಲ್ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ವಿಚ್ಛೇದನ ಅರ್ಜಿ M.C 76/2021 ಅರ್ಜಿ ಸಲ್ಲಿಸಿದ್ದು ನಂತರ ಮಾನ್ಯ ನ್ಯಾಯಾಲಯವು ದಿನಾಂಕ: 03/12/2021 ರಂದು ನನ್ನ M.C. ಅರ್ಜಿಯನ್ನು ಪುರಸ್ಕರಿಸಿ ನನ್ನ ಗಂಡನಿಂದ ವಿಚ್ಛೇದನ ನೀಡಿರುತ್ತಾರೆ. ಲಿಂಗಮೂರ್ತಿಯವರು ಹಲವಾರು ಬಾರಿ ನನ್ನ ಇಷ್ಟಕ್ಕೆ ವಿರುದ್ಧವಾಗಿ. ಮುಳ್ಳಯ್ಯನಗಿರಿ, ಚಿಕ್ಕಮಗಳೂರು ಹೋಂ ಸ್ಪೇಸ್‌ಗೆ ಮೈಸೂರಿಗೆ, ಮತ್ತು ಅವರ ಉರಿನ ಈ ಮನೆಗೆ ಕರೆದುಕೊಂಡು ಹೋಗಿ ಅತ್ಯಾಚಾರ ಮಾಡಿರುತ್ತಾರೆ. ನನ್ನ ನನ್ನ ವಿಡಿಯೋಗಳನ್ನು ಸಾಮಾಜಿಕ ಜಾಲತಾಣದಲ್ಲಿ ಹಾಕುತ್ತೇನೆಂದು ಹೆದರಿಸುತ್ತಿದ್ದ. ಮದುವೆಯಾಗುತ್ತೇನೆಂದು ಧರ್ಮಸ್ಥಳಕ್ಕೆ ಕರೆದುಕೊಂಡು ಹೋಗಿ ಮದುವೆಯಾಗುತ್ತೇನೆಂದು ಹೇಳಿ ಹೆದರಿಸಿ ಬೆದರಿಸಿ ಅತ್ಯಾಚಾರವೆಸಗಿ ನೀನು ನನ್ನ ಬೋಗದ ವಸ್ತ್ರ ಎಂದು ಹೇಳುತ್ತಿದ್ದ ಲಿಂಗಮೂರ್ತಿ ಆಲಿಯಾಸ್ ಅಪ್ಪು ಅವರು ನಿರಂತರ ಕೊಲೆ ಬೆದರಿಕೆ ಹಾಕುತ್ತಿದ್ದು ನನ್ನ ಮೇಲೆ ಅತ್ಯಾಚಾರ ವೆಸಗುತ್ತಿದ್ದಾಗ ಮಾಡಿಕೊಂಡ ನನ್ನ ನನ್ನವಿರುವ ವಿಡಿಯೋ ಪೋಟೋಗಳನ್ನು ಸಾಮಾಜಿಕ ಜಾಲತಾಣದಲ್ಲಿ ಬಿತ್ತರಿಸುವುದಾಗಿ ಹೆಸರಿಸಿರುವುದರಿಂದ ನನಗೆ ಈ ದೂರು ಸಲ್ಲಿಸಲು ವಿಳಂಬವಾಗಿರುತ್ತದೆ. ಮದುವೆಯಾಗುತ್ತೇನೆಂದು ಹೇಳಿ ಈಗ ತಾಯಿ ಒಪ್ಪಿದರೆ ಮಾತ್ರ ಮದುವೆಯಾಗುತ್ತೇನೆ ಇಲ್ಲವಾದರೆ ಮದುವೆಯಾಗುವುದಿಲ್ಲ ಎಂದು ಹೇಳುತ್ತಾನೆ. ನಾನು ಗಲಾಟೆ ಮಾಡಿದಾಗ ನಿನ್ನ ಮೇಲೆ ಕಾರನ್ನು ಹಾಯಿಸುತ್ತೇನೆ ನಿನ್ನ ತಂದೆ ತಾಯಿಯನ್ನು ಸಾಯಿಸುತ್ತೇನೆ ಎಂದು ಪ್ರಾಣ ಬೆದರಿಕೆ ಹಾಕುತ್ತಿದ್ದ. ನಾನು ಲಿಂಗಮೂರ್ತಿಯವರಿಗೆ ಕಾನೂನು ಬದ್ಧವಾಗಿ ಮದುವೆಯಾಗು ಎಂದು ಕೇಳಿದಾಗ ಸಾಯಿಸುತ್ತೇನೆ ಎಂದು ಹೆದರಿಸುತ್ತಿದ್ದ ಲಿಂಗಮೂರ್ತಿಯವರು ಇದುವರೆಗೂ ಮದುವೆಯಾಗದ ಕಾರಣ ಈ ದಿನ ತಡವಾಗಿ ಬಂದು ದೂರು ನೀಡಿ ಮೇಲ್ಕಂಡ ಲಿಂಗಮೂರ್ತಿಯವರ ಮೇಲೆ ಕಾನೂನು ರೀತಿಯ ಕ್ರಮ ತೆಗೆದುಕೊಳ್ಳಬೇಕೆಂದು ನಿಮ್ಮಲ್ಲಿ ಪ್ರಾರ್ಥಿಸಿಕೊಳ್ಳುತ್ತೇನೆ.”

(XXXXXX)

ದಿನಾಂಕ : 26.06.2023 ರಂದು ಸಂಜೆ 7.30 ಗಂಟೆಯಲ್ಲಿ ನಾನು ರಾಣಿಯಲ್ಲಿದ್ದಾಗ ಪಿರಾದಿ XXXXX ರವರು ರಾಣಿಗೆ ಹಾಜರಾಗಿ ನೀಡಿದ ದೂರನ್ನು ಸ್ವೀಕರಿಸಿ ರಾಣಾ ಮೊ.ನಂ. 61/2023 ಕಲಂ 376, 420, 354 (C) 509, 342, 506, IPC ರೀತ್ಯಾ ಪ್ರಕರಣವನ್ನು ದಾಖಲಿಸಿರುತ್ತೇನೆ.

ಸಹಿ/-“



The police conduct investigation and file a charge sheet against the petitioner. The summary of the charge sheet as obtaining in column No.17 reads as follows:

“17. ಕೇಸಿನ ಸಂಕ್ಷಿಪ್ತ ಸಾರಾಂಶ

ಕಲಂ 376, 420, 342, 506 ಐಪಿಸಿ

ಚಿಕ್ಕಮಗಳೂರು ಜಿಲ್ಲೆ ಕಡೂರು ತಾಲ್ಲೂಕು ಪಂಚನಹಳ್ಳಿ ಗ್ರಾಮದ ವಾಸಿ ಸಾಕ್ಷಿ-1 ರವರಿಗೆ ದಿನಾಂಕ 03/10/2015 ರಂದು ಪಂಚನಹಳ್ಳಿ ಗ್ರಾಮದ ಸಂಜಯ್ ರವರೊಂದಿಗೆ ಮದುವೆಯಾಗಿರುತ್ತದೆ, ಸಾಕ್ಷಿ-1 ರವರು 2017 ನೇ ಸಾಲಿನಲ್ಲಿ ಹಳೇಬೀಡಿನ ರೈತ ಸಂಪರ್ಕ ಕೇಂದ್ರದಲ್ಲಿ ಒಳ ಗುತ್ತಿಗೆ ಆಧಾರದ ಮೇಲೆ ತಾಂತ್ರಿಕ ವ್ಯವಸ್ಥಾಪಕಿಯಾಗಿ ಕೆಲಸ ಮಾಡಿಕೊಂಡಿದ್ದು ಹಾಲಿ ಹಳೇಬೀಡು ಮುಖ್ಯ ರಸ್ತೆ ಕೆನರಾ ಬ್ಯಾಂಕ್ ಹತ್ತಿರ ಹಳೇಬೀಡಿನಲ್ಲಿ ವಾಸವಾಗಿರುತ್ತಾರೆ. ಸಾಕ್ಷಿ-1 ರವರು ಎಸ್ ಎಸ್ ಎಲ್ ವ್ಯಾಸಂಗವನ್ನು ಕಿತ್ತನಕೆರೆ ಗ್ರಾಮದ ಪ್ರೌಢಶಾಲೆಯಲ್ಲಿ ಮಾಡುತ್ತಿರುವಾಗ ಕಾಲಂ ನಂ 12 ರಲ್ಲಿ ಕಂಡ ಎ-1 ಆರೋಪಿ ಲಿಂಗಮೂರ್ತಿ @ ಅಪ್ಪು ರವರು ಆ ಶಾಲೆಯಲ್ಲಿ ಗುಮಾಸ್ತರಾಗಿ ಕೆಲಸ ಮಾಡಿಕೊಂಡಿದ್ದರು, ಎ-1 ಆರೋಪಿಯು 2018 ನೇ ಸಾಲಿನಲ್ಲಿ ಕೃಷಿ ಉಪಕರಣಗಳನ್ನು ತೆಗೆದುಕೊಳ್ಳಲು ಸಾಕ್ಷಿ-1 ರವರು ಕೆಲಸ ಮಾಡುತ್ತಿದ್ದ ಕಛೇರಿಗೆ ಬಂದಾಗ ಸಾಕ್ಷಿ-1 ರವರನ್ನು ನೋಡಿ ನೀನು ನಮ್ಮ ಶಾಲೆಯಲ್ಲಿ ಓದಿದ ವಿದ್ಯಾರ್ಥಿನಿ ಅಲ್ಲವೇ ಎಂದು ಪರಿಚಯ ಮಾಡಿಕೊಂಡು ಮಾತನಾಡಿಸಿದ್ದು, ಎ-1 ಆರೋಪಿಯು ಹಳೇಬೀಡಿನ ರೈತ ಕೇಂದ್ರಕ್ಕೆ ಬಂದಾಗಲೆಲ್ಲಾ ಸಾಕ್ಷಿ-1 ರವರನ್ನು ಮಾತನಾಡಿಸುತ್ತಿದ್ದರು, ಮತ್ತು ಸಾಕ್ಷಿ-1 ರವರು ಉರಿಗೆ ಹೋಗುವಾಗ ಎ-1 ಆರೋಪಿಯೇ ಅವರ ಕಾರಿನಲ್ಲಿಯೇ ಕರೆದುಕೊಂಡು ಹೋಗುತ್ತಿದ್ದರು. ಆಗ ಸಾಕ್ಷಿ-1 ರವರು ಎ-1 ಆರೋಪಿಗೆ ನಾನು ನಿನಗೆ ಪರ್ಮನೆಂಟ್ ಕೆಲಸವನ್ನು ಕೊಡಿಸುತ್ತೇನೆ ಅದಕ್ಕೆ ಸ್ವಲ್ಪ ದುಡ್ಡು ಖರ್ಚಾಗುತ್ತದೆ, ಎಂದು ಸಾಕ್ಷಿ-1 ರವರಿಂದ 6 ಲಕ್ಷ ನಗದು ಹಣವನ್ನು ಪಡೆದುಕೊಂಡಿರುತ್ತಾರೆ, ನಂತರ ಎ-1 ಆರೋಪಿಯು ಸಾಕ್ಷಿ-1 ರವರನ್ನು ನಮ್ಮ ಮನೆಗೆ ಉಟಕ್ಕೆ ಬಾ ಎಂದು ಕರೆದಿದ್ದು ಸಾಕ್ಷಿ-1 ರವರು ಬರಲು ಎಂದು ನಿರಾಕರಿಸಿದರು ಸಹಾ ಒತ್ತಾಯ ಪೂರ್ವಕವಾಗಿ ಸಾಕ್ಷಿ-1 ರವರನ್ನು ಮನೆಗೆ ಕರೆದುಕೊಂಡು ಹೋಗಿದ್ದು ಅವರ ಮನೆಯಲ್ಲಿ ಯಾರೂ ಇರಲಿಲ್ಲ, ಆಗ ಎ-1 ಆರೋಪಿಯು ಸಾಕ್ಷಿ-1 ರವರಿಗೆ ಒತ್ತಾಯ ಪೂರ್ವಕವಾಗಿ ಜ್ಯೂಸ್ ಕುಡಿಸಿದ್ದು ಕೆಲವೇ ಕ್ಷಣದಲ್ಲಿ ಸಾಕ್ಷಿ-1 ರವರಿಗೆ ಮಂಪರು ಬಂದು ತಲೆ ತಿರುಗಿ ನಿದ್ದೆ ಬಂದಂತಾಗಿ ಮಲಗಿದಾಗ ಎ-1 ಆರೋಪಿಯು ಸಾಕ್ಷಿ-1 ರವರ ಇಷ್ಟಕ್ಕೆ ವಿರುದ್ಧವಾಗಿ ಅವರ ಮೇಲೆ ಅತ್ಯಾಚಾರ ಮಾಡಿರುತ್ತಾರೆ ಈ ಬಗ್ಗೆ ಸಾಕ್ಷಿ-1 ರವರು ಎ-1 ಆರೋಪಿಯನ್ನು ಕೇಳಿದಾಗ ನೀನು ಎಂದರೆ ನನಗೆ ಇಷ್ಟ ನಾನು ನಿನ್ನನ್ನು ಮದುವೆಯಾಗಿ ಚೆನ್ನಾಗಿ ನೋಡಿಕೊಳ್ಳುತ್ತೇನೆ ನಿನ್ನ ಗಂಡನ ಜೊತೆಯಲ್ಲಿ ಡೈವರ್ಸ್ ತೆಗೆದುಕೊಂಡು ನಾನು ನಿನ್ನ ಮೇಲೆ ಅತ್ಯಾಚಾರ ಮಾಡಿರುವ ವಿಚಾರವನ್ನು ನಿನ್ನ ಗಂಡ ಹಾಗೂ ತಂದೆ ತಾಯಿಗೆ ಹೇಳಿದರೆ ನಿನ್ನನ್ನು ಕೊಲೆ ಮಾಡುತ್ತೇನೆಂದು ಕೊಲೆ ಬೆದರಿಕೆಯನ್ನು



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ಹಾಕಿರುತ್ತಾರೆ, ಆದ್ದರಿಂದ ಈ ವಿಚಾರವನ್ನು ಸಾಕ್ಷಿ-1 ರವರು ಯಾರಿಗೂ ತಿಳಿಸಿದರೆ ಮರ್ಯಾದೆ ಹಾಳಾಗುತ್ತದೆ ಎಂದು ಸುಮ್ಮನಿದ್ದರು ಇದನ್ನೇ ಬಂಡವಾಳ ಮಾಡಿಕೊಂಡು ಎ-1 ಆರೋಪಿಯು ಸಾಕ್ಷಿ -1 ರವರಿಗೆ ನಾನು ಕರೆದಾಗ ನೀನು ಬರಬೇಕು ಇಲ್ಲವಾದರೆ ನಾನು ನಿನ್ನ ಮೇಲೆ ಅತ್ಯಾಚಾರ ಮಾಡಿರುವ ವಿಚಾರವನ್ನು ಎಲ್ಲರಿಗೂ ಹೇಳುತ್ತೇನೆ ಎಂದು ಹೆದರಿಸಿ ಸಾಕ್ಷಿ-1 ರವರನ್ನು ಎ-1 ಆರೋಪಿಯು ಬೇಲೂರಿನ ಅವರ ಮನೆಗೆ ಕರೆದುಕೊಂಡು ಹೋಗಿ ಸಾಕ್ಷಿ-1 ರವರನ್ನು ಮನೆಯಲ್ಲಿ 2 ದಿನಗಳ ಕಾಲ ಕೂಡಿಹಾಕಿಕೊಂಡು ಸಾಕ್ಷಿ-1 ರವರ ಮೇಲೆ ಅತ್ಯಾಚಾರವನ್ನು ಮಾಡಿರುತ್ತಾರೆ ಹಾಗೂ ಚಿಕ್ಕಮಗಳೂರು ಹೋಂ ಸ್ಟೇ ಮೈಸೂರು ಮತ್ತು ಧರ್ಮಸ್ಥಳ ಲಾಡ್ಜ್ ಗಳಿಗೆ ಕರೆದುಕೊಂಡು ಹೋಗಿ ಸಾಕ್ಷಿ-1 ರವರ ಇಷ್ಟಕ್ಕೆ ವಿರುದ್ಧವಾಗಿ ಸಾಕ್ಷಿ-1 ರವರ ಮೇಲೆ ಹಲವಾರು ಭಾರಿ ಅತ್ಯಾಚಾರ ಮಾಡಿರುತ್ತಾರೆ, ಹಾಗೂ ಸಾಕ್ಷಿ-1 ರವರ ಎ ಟಿ ಎಂ ಕಾರ್ಡ್ ನಿಂದ ಸುಮಾರು 12 ಲಕ್ಷ ಹಣವನ್ನು ತೆಗೆದುಕೊಂಡಿರುತ್ತಾನೆ. ಅಲ್ಲದೇ ಎ-1 ಆರೋಪಿಯು ಸಾಕ್ಷಿ-1 ರವರಿಗೆ ನಿನ್ನ ಗಂಡನಿಂದ ವಿಚ್ಛೇದನವನ್ನು ತೆಗೆದುಕೊಂಡು ನಾನು ನಿನ್ನನ್ನು ಮದುವೆಯಾಗುತ್ತೇನೆ ನಿನ್ನನ್ನು ಚೆನ್ನಾಗಿ ನೋಡಿಕೊಳ್ಳುತ್ತೇನೆ ಎಂದು ಹೇಳಿ ಒತ್ತಾಯ ಪೂರ್ವವಾಗಿ ಸಾಕ್ಷಿ-1 ರವರು ಅವರ ಗಂಡನಿಂದ ಕಡೂರು ಸಿವಿಲ್ ನ್ಯಾಯಾಲಯದಲ್ಲಿ, ವಿವಾಹ ವಿಚ್ಛೇದನವನ್ನು ಪಡೆದುಕೊಳ್ಳುವಂತೆ ಮಾಡಿರುತ್ತಾರೆ. ಎ-1 ಆರೋಪಿಯು ಸಾಕ್ಷಿ-1 ರವರನ್ನು ಮದುವೆಯಾಗುತ್ತೇನೆಂದು ಹೇಳಿ ನಂಬಿಸಿದ್ದು ಈಗ ಎ-1 ಆರೋಪಿಯು ನನ್ನ ತಾಯಿ ಒಪ್ಪಿದರೆ ಮಾತ್ರ ನಿನ್ನನ್ನು ಮದುವೆಯಾಗುತ್ತೇನೆ. ಇಲ್ಲವಾದರೆ ಮದುವೆಯಾಗುವುದಿಲ್ಲವೆಂದು ಹೇಳುತ್ತಿದ್ದು ಈ ಬಗ್ಗೆ ಸಾಕ್ಷಿ-1 ರವರು ಎ-1 ಆರೋಪಿಗೆ ನನ್ನನ್ನು ಕಾನೂನು ಬದ್ಧವಾಗಿ ಮದುವೆಯಾಗು ಎಂದು ಕೇಳಿದ್ದಕ್ಕೆ ಎ-1 ಆರೋಪಿಯು ಸಾಕ್ಷಿ-1 ರವರಿಗೆ ನಿನ್ನ ಮೇಲೆ ಕಾರನ್ನು ಹಾಯಿಸಿ ಸಾಯಿಸುತ್ತೇನೆ ಎಂದು ಕೊಲೆ ಬೆದರಿಕೆಯನ್ನು ಹಾಕಿರುವುದು ತನಿಖೆಯಿಂದ ಮತ್ತು ಸಾಕ್ಷಾಧಾರಗಳಿಂದ ಎ-1 ಆರೋಪಿಯ ವಿರುದ್ಧ ಆರೋಪವು ದೃಢಪಟ್ಟಿರುತ್ತದೆ ಆದ್ದರಿಂದ ಮೇಲ್ಕಂಡ ಕಲಂಗಳ ರೀತ್ಯ ಆರೋಪಿಯ ವಿರುದ್ಧ ಮಾನ್ಯ ನ್ಯಾಯಾಲಯಕ್ಕೆ ದೋಷಾರೋಪಣ ಪತ್ರವನ್ನು ನಿವೇದಿಸಿಕೊಂಡಿರುತ್ತೆ.”

*(Emphasis added at each instance)*

8. The issue now would be whether on the aforesaid complaint and the summary of the charge sheet, which would depict consensual acts between the two, could be termed as rape on false promise of marriage when the complainant was already married. The issue need not detain this Court for long



or delve deep into the matter as jurisprudence is replete on this issue.

8.1. The Apex Court in the case of **AMOL BHAGWAN NEHUL v. STATE OF MAHARASHTRA**<sup>1</sup>, has held as follows:

".... ....

**8. Having heard both sides in this case and after carefully considering the material on record, the following attributes come to the fore:**

- (a) Even if the allegations in the FIR are taken as a true and correct depiction of circumstances, it does not appear from the record that the consent of the Complainant/Respondent no. 2 was obtained against her will and merely on an assurance to marry. The Appellant and the Complainant/Respondent no. 2 were acquainted since 08.06.2022, and she herself admits that they interacted frequently and fell in love. The Complainant/Respondent no. 2 engaged in a physical relationship alleging that the Appellant had done so without her consent, however she not only sustained her relationship for over 12 months, but continued to visit him in lodges on two separate occasions. The narrative of the Complainant/Respondent no. 2 does not corroborate with her conduct.**
- (b) The consent of the Complainant/Respondent no. 2 as defined under section 90 IPC also cannot be said to have been obtained under a misconception of fact. There is no material to substantiate "inducement or misrepresentation" on the part of the Appellant to secure consent for sexual**

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<sup>1</sup> 2025 SCC OnLine SC 1230



**relations without having any intention of fulfilling said promise. Investigation has also revealed that the *Khulanama*, was executed on 29.12.2022 which the Complainant/Respondent no. 2 had obtained from her ex-husband. During this time, the parties were already in a relationship and the alleged incident had already taken place. It is inconceivable that the Complainant had engaged in a physical relationship with the Appellant, on the assurance of marriage, while she was already married to someone else. Even otherwise, such promise to begin with was illegal and unenforceable *qua* the Appellant.**

- (c) There is no evidence of coercion or threat of injury to the Complainant/Respondent no. 2, to attract an offence under section 506 IPC. It is improbable that there was any threat caused to the Complainant/Respondent no. 2 by the Appellant when all along the relationship was cordial, and it was only when the Appellant graduated and left for his hometown to Ahmednagar, the Complainant/Respondent no. 2 became agitated. We also cannot ignore the conduct of the Complainant/Respondent no. 2 in visiting the native village of the Appellant without any intimation, which is also unacceptable and reflects the agitated and unnerved state of mind of the Complainant/Respondent no. 2. For the same reason, the criminal prosecution against the Appellant herein is probably with an underlying motive and disgruntled state of mind.
- (d) There is also no reasonable possibility that the Complainant/Respondent no. 2 or any woman being married before and having a child of four years, would continue to be deceived by the Appellant or maintain a prolonged association or physical relationship with an individual who has sexually assaulted and exploited her.

**9. In our considered view, this is also not a case where there was a false promise to marry to**



**begin with. A consensual relationship turning sour or partners becoming distant cannot be a ground for invoking criminal machinery of the State. Such conduct not only burdens the Courts, but blots the identity of an individual accused of such a heinous offence. This Court has time and again warned against the misuse of the provisions, and has termed it a folly<sup>3</sup> to treat each breach of promise to marry as a false promise and prosecute a person for an offence under section 376 IPC.**

**10.** As demonstrated hereinabove, the ingredients of the offence under Sections 376 (2)(n) or 506 IPC are not established. The present case squarely falls under categories enumerated in Para 102(5) & 102(7) as identified by this Court in *State of Haryana v. Bhajan Lal* (supra) for the exercise of powers u/s 482 CrPC by the High Court so as to prevent the abuse of process of law. Para 102 reads as under:

*"102. In the backdrop of the interpretation of the various relevant provisions of the Code under Chapter XIV and of the principles of law enunciated by this Court in a series of decisions relating to the exercise of the extraordinary power under Article 226 or the inherent powers under Section 482 of the Code which we have extracted and reproduced above, we have given the following categories of cases by way of illustration wherein such power could be exercised either to prevent abuse of the process of any court or otherwise to secure the ends of justice, though it may not be possible to lay down any precise, clearly defined and sufficiently channelised and inflexible guidelines or rigid formulae and to give an exhaustive list of myriad kinds of cases wherein such power should be exercised.*

*(1) Where the allegations made in the first information report or the complaint, even if they are taken at their face value and accepted in their entirety do not prima facie constitute any offence or make out a case against the accused.*

*(2) Where the allegations in the first information report and other materials, if any, accompanying the FIR do not disclose a cognizable offence, justifying an investigation by police officers*



*under Section 156(1) of the Code except under an order of a Magistrate within the purview of Section 155(2) of the Code.*

*(3) Where the uncontroverted allegations made in the FIR or complaint and the evidence collected in support of the same do not disclose the commission of any offence and make out a case against the accused.*

*(4) Where, the allegations in the FIR do not constitute a cognizable offence but constitute only a non-cognizable offence, no investigation is permitted by a police officer without an order of a Magistrate as contemplated under Section 155(2) of the Code.*

***(5) Where the allegations made in the FIR or complaint are so absurd and inherently improbable on the basis of which no prudent person can ever reach a just conclusion that there is sufficient ground for proceeding against the accused.***

*(6) Where there is an express legal bar engrafted in any of the provisions of the Code or the concerned Act (under which a criminal proceeding is instituted) to the institution and continuance of the proceedings and/or where there is a specific provision in the Code or the concerned Act, providing efficacious redress for the grievance of the aggrieved party.*

***(7) Where a criminal proceeding is manifestly attended with mala fide and/or where the proceeding is maliciously instituted with an ulterior motive for wreaking vengeance on the accused and with a view to spite him due to private and personal grudge."***



8.2. The Apex Court in the case of **PRADEEP KUMAR KESARWANI v. STATE OF UTTAR PRADESH**<sup>2</sup>, has held as follows:

" .... .... "

**18. There is a clear distinction between rape and consensual sex and in a case where there is a promise of marriage, the Court must very carefully examine whether the accused had actually wanted to marry the victim, or had mala fide motives and had made a false promise to this effect only to satisfy his lust, as the latter falls in the ambit of cheating or deception.**

**19.** In the aforesaid context, we may refer to and rely upon the decision of this Court in the case of *Deepak Gulati v. State of Haryana*, 2013 Cri LJ 2990. This Court made the following observations:

*"18. Consent may be express or implied, coerced or misguided, obtained willingly or through deceit. Consent is an act of reason, accompanied by deliberation, the mind weighing, as in a balance, the good and evil on each side. **There is a clear distinction between rape and consensual sex and in a case like this, the court must very carefully examine whether the accused had actually wanted to marry the victim, or had mala fide motives, and had made a false promise to this effect only to satisfy his lust, as the latter falls within a ambit of cheating or deception. 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 accuse;***

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<sup>2</sup>2025 SCC OnLine SC 1947



*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 mis-representation 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. An accused can be convicted for rape only if the court reaches a conclusion that the intention of the accused was mala fide, and that he had clandestine motives.*

21. Hence, it is evident that there must be adequate evidence to show that at the relevant time, i.e. at initial stage itself, the accused had no intention whatsoever, of keeping his promise to marry the victim. *There may, of course, be circumstances, when a person having the best of intentions is unable to marry the victim owing to various unavoidable circumstances. The "failure to keep a promise made with respect to a future uncertain date, due to reasons that are not very clear from the evidence available, does not always amount to misconception of fact. In order to come within the meaning of the term misconception of fact, the fact, the fact must have an immediate relevance." Section 90, IPC cannot be called into aid in such a situation, to pardon the act of a girl in entirety, and fasten criminal liability on the other, unless the court is assured of the fact that from the very beginning, the accused had never really intended to marry her."*



8.3. The Apex Court in the case of **SAMADHAN v. STATE OF MAHARASHTRA**<sup>3</sup>, has held as follows:

".... ....

**25.** The allegation of rape in the present case hinges entirely on respondent No. 2's claim that appellant established physical relations with her on false pretext of marriage. **It is alleged by the appellant that respondent No. 2 opposed the idea of marriage whenever the appellant broached the said idea; however, the appellant kept on insisting possibly this was because her first marriage was in subsistence. It is, however, not clear as to why, despite being opposed to the idea of marriage, respondent No. 2 continued to meet the appellant and indulged in physical relations with him even though she was already married.**

.... ....

**27.** In this regard, it becomes relevant to refer to the decision of this Court in the case of *Mahesh Damu Khare v. State of Maharashtra*, (2024) 11 SCC 398, ("Mahesh Damu") wherein the following observations were made:

"27. In our view, if a man is accused of having sexual relationship by making a false promise of marriage and if he is to be held criminally liable, any such physical relationship must be traceable directly to the false promise made and not qualified by other circumstances or consideration. **A woman may have reasons to have physical relationship other than the promise of marriage made by the man, such as personal liking for the male partner without insisting upon formal marital ties.**

**28. Thus, in a situation where physical relationship is maintained for a prolonged period knowingly by the woman, it cannot be said with certainty that the said physical**

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<sup>3</sup>2025 SCC OnLine SC 2528



relationship was purely because of the alleged promise made by the appellant to marry her. Thus, unless it can be shown that the physical relationship was purely because of the promise of marriage, thereby having a direct nexus with the physical relationship without being influenced by any other consideration, it cannot be said that there was vitiation of consent under misconception of fact."

(underlining by us)

28. We find that the present case is not a case where the appellant lured respondent No. 2 solely for physical pleasures and then vanished. The relationship continued for a period of three long years, which is a considerable period of time. They remained close and emotionally involved. In such cases, physical intimacy that occurred during the course of a functioning relationship cannot be retrospectively branded as instances of offence of rape merely because the relationship failed to culminate in marriage.

29. This Court has, on numerous occasions, taken note of the disquieting tendency wherein failed or broken relationships are given the colour of criminality. The offence of rape, being of the gravest kind, must be invoked only in cases where there exists genuine sexual violence, coercion, or absence of free consent. To convert every sour relationship into an offence of rape not only trivialises the seriousness of the offence but also inflicts upon the accused indelible stigma and grave injustice. Such instances transcend the realm of mere personal discord. The misuse of the criminal justice machinery in this regard is a matter of profound concern and calls for condemnation.

30. In *Prashant v. State of NCT of Delhi*, (2025) 5 SCC 764, this Court speaking through one of us (Nagarathna, J.) observed that a mere break-up of a relationship between a consenting couple cannot result in the initiation of criminal proceedings. What was a consensual



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**relationship between the parties at the initial stages cannot be given a colour of criminality when the said relationship does not fructify into a marriage.** The relevant portion is extracted as under:

"20. In our view, taking the allegations in the FIR and the charge-sheet 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 164CrPC 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 break up 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 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."

**(underlining by us)**

**31.** This Court is conscious of the societal context in which, in a country such as ours, the institution of marriage holds deep social and cultural significance. It is, therefore, not uncommon for a woman to repose complete faith in her partner and to consent to physical intimacy on the assurance that such a relationship would culminate in a lawful and socially recognised marriage. In such circumstances, the promise of marriage becomes the very foundation of her consent, rendering it conditional rather than absolute. It is, thus, conceivable that such consent may stand vitiated where it is established that



the promise of marriage was illusory, made in bad faith, and with no genuine intention of fulfilment, solely to exploit the woman. The law must remain sensitive to such genuine cases where trust has been breached and dignity violated, lest the protective scope of Section 376 of the IPC be reduced to a mere formality for those truly aggrieved. At the same time, the invocation of this principle must rest upon credible evidence and concrete facts, and not on unsubstantiated allegations or moral conjecture.

**32.** Upon a careful consideration of the record in the present case, we are unable to discern any material that would warrant the invocation of Section 376(2)(n) of the IPC. **The facts of the present case unmistakably indicate that it is a classic instance of a consensual relationship having subsequently turned acrimonious.**

....

**34.** The FIR is conspicuously silent as to any specific allegation that the appellant had either forcibly taken or compelled respondent No. 2 to accompany him to the hotel, nor does it disclose any circumstance suggesting deceit or inducement on the part of the appellant to procure her presence there. Therefore, **the only logical inference that emerges is that respondent No. 2, of her own volition, visited and met the appellant on each occasion.** It is also borne out from the record that whenever the appellant brought up the subject of marriage, respondent No. 2 herself opposed the proposal. In such circumstances, the contention of respondent No. 2 that the physical relationship between the parties was premised upon any assurance of marriage by the appellant is devoid of merit and stands unsustainable.

....

**37.** The said finding of the High Court, however, fails to appreciate that **a plain reading of the FIR in question itself reveals that the relationship between the parties was, in fact, consensual, inasmuch as respondent No. 2 met the appellant**



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**whenever he expressed a desire to meet her. Furthermore, respondent No. 2, being a major and an educated individual, voluntarily associated with the appellant and entered into physical intimacy on her own volition. It is also pertinent to note that, at the relevant time, the marriage of respondent No. 2 was subsisting. In light of the foregoing circumstances, even upon a bare reading of the material on record, it is manifest that the relationship between the parties was consensual, and therefore, the absence of an express statement to that effect in the memo of application, as emphasised in the impugned order, cannot be held against the appellant when the same can be otherwise clearly discerned.**

**38.** At this stage it is material to refer to the decision of this Court in *Mahesh Damu*, wherein the following observations were made:

"29. It must also be clear that for a promise to be a false promise to amount to misconception of fact within the meaning of Section 90IPC, it must have been made from the very beginning with an intention to deceive the woman to persuade her to have a physical relationship. Therefore, if it is established that such consent was given under a misconception of fact, the said consent is vitiated and not a valid consent. In this regard we may refer to *Deepak Gulati v. State of Haryana* [*Deepak Gulati v. State of Haryana*, (2013) 7 SCC 675 : (2013) 3 SCC (Cri) 660], in which it was held as follows : (SCC pp. 682-84, paras 21 & 24)

**"21. Consent may be express or implied, coerced or misguided, obtained willingly or through deceit. Consent is an act of reason, accompanied by deliberation, the mind weighing, as in a balance, the good and evil on each side. There is a clear distinction between rape and consensual sex and in a case like this, the court must very carefully examine whether the accused had actually wanted to marry the victim, or had mala fide motives, and had made a false promise to this effect only to satisfy his lust, as the latter falls within the ambit of cheating or deception. There is a distinction between the mere breach**



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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. An accused can be convicted for rape only if the court reaches a conclusion that the intention of the accused was mala fide, and that he had clandestine motives.

XXX

24. Hence, it is evident that there must be adequate evidence to show that at the relevant time i.e. at the initial stage itself, the accused had no intention whatsoever, of keeping his promise to marry the victim. There may, of course, be circumstances, when a person having the best of intentions is unable to marry the victim owing to various unavoidable circumstances. The 'failure to keep a promise made with respect to a future uncertain date, due to reasons that are not very clear from the evidence available, does not always amount to misconception of fact. In order to come within the meaning of the term "misconception of fact", the fact must have an immediate relevance'. Section 90 IPC cannot be called into aid in such a situation, to pardon the act of a girl in entirety, and fasten criminal liability on the other, unless the court is assured of the fact that from the very beginning, the accused had never really intended to marry her." "



8.4. Later, the Apex Court, in the case of **PRAMOD KUMAR NAVRATNA v. STATE OF CHHATTISGARH**<sup>4</sup>, has held as follows:

" .... .... "

**16.** Section 376(2)(n) of the IPC provides for enhanced punishment in cases where rape is committed repeatedly on the same woman. It mandates rigorous imprisonment for a term of not less than ten years which may extend to life imprisonment for the remainder of the person's natural life. The object of this provision is to address aggravated instances of sexual assault where the offence is not a single incident but has occurred repeatedly on the same victim. The expression "repeatedly" employed in the provision is of significance. It contemplates more than one act of sexual assault, committed at different points in time on the same victim. Courts have consistently interpreted this phrase to mean a series of acts that are separate in nature and not a continuation of a single transaction. **In genuine cases under Section 376(2)(n) of the IPC, the pattern is usually unmistakable; it is an initial act of sexual assault, followed by multiple acts under fear, pressure, captivity, or continued deceit, often when the woman is rendered vulnerable and unable to escape the situation.**

**17.** At the outset, we refer to the ratio in the case of *Naim Ahamed v. State (NCT of Delhi)*, (2023) 15 SCC 385 whereby this Court had decided a similar matter, wherein allegedly, the prosecutrix had also given her consent for a sexual relationship with the accused-appellant therein, upon an assurance to marry. The prosecutrix, who was herself a married woman having three children, had continued to have such a relationship with the accused-appellant, at least for about five years till she gave the complaint. In the conspectus of such facts and circumstances, this Court had observed as under:

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<sup>4</sup>2026 SCC OnLine SC 154



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"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 375 IPC. 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 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."

**18. It has been time and again settled by this Court, that the mere fact that the parties indulged in physical relations pursuant to a promise to marry will not amount to a rape in every case. An offence under Section 375 of the IPC could only be made out, if promise of marriage was made by the accused solely with a view to obtain consent for sexual relations without having any intent of fulfilling said promise from the very beginning and that such false promise of marriage had a direct bearing on the prosecutrix giving her consent for sexual relations.** The issue for consideration is whether, given the facts and circumstances of the case and after examining the FIR, the High Court was correct in refusing to quash the ongoing criminal proceedings against the accused-appellant arising out of FIR No.



213/2025 dated 06.02.2025 and the Chargesheet No. 269/2025.

.... ....

**22. The Courts have to be extremely careful and cautious in identifying the genuine cases filed under Section 376(2)(n) of the IPC by identifying the essential ingredients to constitute the said offence i.e. there should be a promise of marriage made by the accused solely with a view to obtain consent for sexual relations and without having any intent of fulfilling said promise from the very beginning, and that such false promise of marriage had a direct bearing on the prosecutrix giving her consent for sexual relations. Such genuine cases that deserve prosecution of the accused must be clearly demarcated from the litigation that arises from the cases of consensual relationships between consenting adults going acrimonious on account of dispute and disagreement or a future change of mind. In view of the aforesaid settled position of law, the respondent No. 1-State and the complainant-respondent No. 3 has failed to place any material on record to show how the accused-appellant on the subsequent meetings managed to repeatedly coax and dupe the complainant-respondent No. 3 into having physical relations with him on the false pretext of marriage considering the fact that within initial meetings, both parties were aware about the marital status of the victim and therefore it cannot be, by any stretch imagination said that the consent of the complainant-respondent No. 3 has been vitiated or obtained on fraud and misrepresentation made by the accused-appellant.**

**23.** At this stage, it is material to refer to the decision of this Court in *Mahesh Damu Khare v. State of Maharashtra*, (2024) 11 SCC 398, wherein the following observations were made:

"29. It must also be clear that for a promise to be a false promise to amount to misconception



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of fact within the meaning of Section 90 IPC, it must have been made from the very beginning with an intention to deceive the woman to persuade her to have a physical relationship. Therefore, if it is established that such consent was given under a misconception of fact, the said consent is vitiated and not a valid consent. ...”

**24. On a perusal of the allegations made in the present case, it is an admitted fact that the complainant-respondent No. 3, within the first initial meetings told the accused-appellant that she was a married woman with divorce proceedings pending before the Family Court. Therefore, in the same breath, she cannot be allowed to claim and allege that she was also coaxed by the accused-appellant into having a physical relationship with him on the false pretext of marriage as the two facts cannot stand together on the same plane and simultaneously as both are antagonistic and antithetical to each other. In our opinion, the facts of the present case clearly indicate a consensual relationship gone sour whereas both the parties should have exercised restraint and should have refrained from involving the State into their personal relationship turning rancour.**

**25. At this juncture, it is important to place reliance upon the observations in *Prashant v. State of NCT of Delhi*, (2025) 5 SCC 764, wherein this Court speaking through one of us (Nagarathna, J.) observed that a mere break-up of a relationship between a consenting couple cannot result in the initiation of criminal proceedings. What was a consensual relationship between the parties at the initial stages cannot be given a colour of criminality when the said relationship does not fructify into a marriage. Furthermore, this Court in *Samadhan v. State of Maharashtra*, 2025 SCC OnLine SC 2528 through one of us (Nagarathna, J.) observed that this Court has, on numerous occasions, taken note of the disquieting tendency wherein failed or broken relationships are given the colour of criminality. The offence of rape, being of the gravest kind,**



**must be invoked only in cases where there exists genuine sexual violence, coercion, or absence of free consent. To convert every soured relationship into an offence of rape not only trivialises the seriousness of the offence but also inflicts upon the accused indelible stigma and grave injustice. Such instances transcend the realm of mere personal discord. The misuse of the criminal justice machinery in this regard is a matter of profound concern for the judiciary already facing a heavy load and calls for condemnation.**

**26.** In this regard, it would be apposite to rely on the judgment in the case of *State of Haryana v. Bhajan Lal*, 1992 Supp (1) SCC 335 ("*Bhajan Lal*") with particular reference to paragraph 102 therein, where this Court observed thus:

"102. In the backdrop of the interpretation of the various relevant provisions of the Code under Chapter XIV and of the principles of law enunciated by this Court in a series of decisions relating to the exercise of the extraordinary power Under Article 226 or the inherent powers under Section 482 of the Code which we have extracted and reproduced above, we have given the following categories of cases by way of illustration wherein such power could be exercised either to prevent abuse of the process of any court or otherwise to secure the ends of justice, though it may not be possible to lay down any precise, clearly defined and sufficiently channelised and inflexible guidelines or rigid formulae and to give an exhaustive list of myriad kinds of cases wherein such power should be exercised.

(1) Where the allegations made in the first information report or the complaint, even if they are taken at their face value and accepted in their entirety do not prima facie constitute any offence or make out a case against the Accused.

xxx

(3) Where the uncontroverted allegations made in the FIR or complaint and the evidence collected in support of the same do not disclose



the commission of any offence and make out a case against the Accused.

xxx

(6) Where there is an express legal bar engrafted in any of the provisions of the Code or the concerned Act (under which a criminal proceeding is instituted) to the institution and continuance of the proceedings and/or where there is a specific provision in the Code or the concerned Act, providing efficacious redress for the grievance of the aggrieved party.

(7) Where a criminal proceeding is manifestly attended with mala fide and/or where the proceeding is maliciously instituted with an ulterior motive for wreaking vengeance on the Accused and with a view to spite him due to private and personal grudge."

**27. On a careful consideration of the aforementioned judicial dictum, we find that the offence alleged against the accused-appellant herein is not made out at all. In fact, we find that the allegation of rape on false pretext of marriage even when taken on its face value, does not amount to an offence of rape and hence not liable for punishment under Section 376(2)(n) of the IPC in the instant case and therefore, the judgment of this Court in the case of Bhajan Lal squarely apply to the facts of these cases. Therefore, it is neither expedient nor in the interest of justice to permit the present prosecution emanating from the FIR and consequent Sessions Case No. 89/2025 to continue."**

*(Emphasis supplied at each instance)*

In the light of the afore-quoted judgments of the Apex Court, permitting further proceedings to continue would become an abuse of the process of the law and result in the



miscarriage of justice. Therefore, I deem it appropriate to obliterate the proceedings *qua* the petitioner.

9. For the aforesaid reasons, the following:

**ORDER**

- i. Writ Petition is **allowed**.
- ii. The proceedings in C.C. No.4098/2023 pending on the file of the VII Addl. Civil Judge (Jr. Dn.) & JMFC Court, Hassan stand quashed *qua* the petitioner.

**Sd/-  
(M.NAGAPRASANNA)  
JUDGE**

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