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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision:13.10.2026

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CNR No. DLHC010494962026

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CRL.M.C. 7729/2026, CrI.M.A.32218/2026**NIKHIL GUPTA****.....Petitioner****Through: Mohd. Zohaib, Mr. Manovi Raj Singh
and Mr. Yash Sharma, Advts.****versus****GOVT OF NCT OF DELHI & ANR. Respondents****Through: Mr. Hemant Mehla, APP for State
along with Mr. Mayank Chauhan and
Mohd. Naved, Advts.
SI Saris Khan, PS Neb Sarai.****CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (ORAL)**

1. The petitioner seeks quashing of FIR No.0292/2025 dated 09.07.2025 registered under section 69 of the Bharatiya Nyaya Sanhita, 2023 (BNS) at P.S. Neb Sarai.
2. During the course of proceedings, the petitioner and the respondent no.2 jointly submit that they have arrived at a settlement in the matter. An affidavit on behalf of the respondent no.2 has been appended as Annexure P-4 to the present petition. The same reads as under:

1. That I am the Respondent No.2 in the above noted case and well conversant with the facts and circumstances of the case and competent to swear this affidavit.
2. That on the complaint of Respondent No. 2/ Deponent due to some family disputes and quarrel between the parties said FIR No. 292/2025 was registered U/s 69 BNS with PS Neb Sarai.
3. That the said case was registered due to some family disputes and quarrel between the petitioner and Respondent no. 2 which now stands fully resolved and no fruitful purpose will be served if the said case continues further.



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6. That the respondent no. 2 does not wish to pursue the said case and wants the quashing of the said FIR and proceedings arising out of the same.

7. That this is my true and voluntary statement.

XXXXX

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7. That this is my true and voluntary statement.

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3. The factual background of the matter is that the parties were introduced through their respective families for the purpose of an arranged marriage. Their engagement was solemnised on 01.04.2025 at Delhi, with the consent of both the families.

4. It is submitted that, on 14.06.2025, during the subsistence of the aforesaid relationship, the parties had a physical relationship in a hotel. Thereafter, the petitioner refused to marry the respondent no.2.

5. Subsequently, the complaint was filed on 09.07.2025.

6. As noticed, the aforesaid affidavit filed by the respondent no.2/complainant states that the FIR arose from '*family disputes and quarrels between the parties*' and that the parties have now settled their differences.

7. The complainant is present in person.

8. In response to a specific query, she states that she does not wish to pursue the case and that she has settled the matter with the petitioner out of her own free will and volition, without any coercion or pressure.

9. This Court also notices that Section 69 BNS requires a promise to marry, made without any intention of fulfilling the same.

10. In the present case, the sexual relationship between the parties was in the aftermath of a formal engagement between the parties. This, by itself,



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negates the fact that there was false promise at the very inception. The complainant herself attributes the breakdown of the relationship to differences that arose after the engagement of the parties.

11. As such, based on the material on record, the case is at the most, one of a breach of promise and not making of a false promise at the very inception.

12. In **Pramod Suryabhan Pawar v. State of Maharashtra**, (2019) 9 SCC 608, the Supreme Court observed as under:

“16. Where the promise to marry is false and the intention of the maker at the time of making the promise itself was not to abide by it but to deceive the woman to convince her to engage in sexual relations, there is a “misconception of fact” that vitiates the woman’s “consent”. On the other hand, a breach of a promise cannot be said to be a false promise. To establish a false promise, the maker of the promise should have had no intention of upholding his word at the time of giving it. The “consent” of a woman under Section 375 is vitiated on the ground of a “misconception of fact” where such misconception was the basis for her choosing to engage in the said act. In Deepak Gulati [Deepak Gulati v. State of Haryana, (2013) 7 SCC 675 : (2013) 3 SCC (Cri) 660] this Court observed : (SCC pp. 682-84, paras 21 & 24)

“21. ... 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 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.

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, [Ed. : The matter between two asterisks has been emphasised in original.] unless the court is assured of the fact that from the very beginning, the accused had never really intended to marry her [Ed. : The matter between two asterisks has been emphasised in original.] .

(emphasis supplied)

18. To summarise the legal position that emerges from the above cases, the “consent” of a woman with respect to Section 375 must involve an active and reasoned deliberation towards the proposed act. To establish whether the “consent” was vitiated by a “misconception of fact” arising out of a promise to marry, two propositions must be established. The promise of marriage must have been a false promise, given in bad faith and with no intention of being adhered to at the time it was given. The false promise itself must be of immediate relevance, or bear a direct nexus to the woman's decision to engage in the sexual act.”

13. Further, in **Dhruvaram Murlidhar Sonar v. State of Maharashtra**, (2019) 18 SCC 191, the Supreme Court has observed as under:

“23. Thus, there is a clear distinction between rape and consensual sex. The court, in such cases, must very carefully examine whether the complainant 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 also a distinction between mere breach of a promise and not fulfilling a false promise. If the accused has not made the promise with the sole intention to seduce the prosecutrix to indulge in sexual acts, such an act would not amount to rape. 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 the misconception created by accused, or where



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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. Such cases must be treated differently. If the complainant had any mala fide intention and if he had clandestine motives, it is a clear case of rape. The acknowledged consensual physical relationship between the parties would not constitute an offence under Section 376 IPC.”

14. Taking into consideration the settlement and the circumstances noted above, continuing the proceedings would be an exercise in futility.
15. Accordingly, as jointly prayed by the petitioner and the respondent no.2, FIR No.0292/2025 and all proceedings emanating therefrom are quashed.
16. In view of the judicial time that has been spent, and the resources of the law enforcement agencies that has been consumed on account of the present controversy, the petitioner agrees to pay costs of Rs.20,000/- to the Delhi High Court Legal Services Committee (DHSLSC). Let the same be paid within a period of four weeks from today. Let proof of payment of costs be filed in the registry of this Court.
17. The petition stands disposed of in the above terms.
18. Pending application also stands disposed of.

SACHIN DATTA, J

OCTOBER 13, 2026/cl