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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% *Date of decision: 03rd September, 2025*+ **BAIL APPLN. 2020/2025****AKSHAY THAKUR**

S/o Mr. Suresh Chand
Permanent R/o Village Garh,
Tehsil Palampur, chechian Khas,
PO Chanchian, dist. Kangra,
Himachal Pradesh-176059.

.....Petitioner

Through: Ms. Bhawna, Advocate.

versus

STATE (NCT OF DELHI)

Through the SHO
P.S. IGI Airport
New Delhi-110037.

....Respondent

Through: Mr. Shoaib Haider, APP for the State.

CORAM:**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA****J U D G M E N T (oral)**

1. Petition under Section 482 read with Section 538 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (*hereinafter referred to as 'B.N.S.S.'*) has been filed on behalf of the **Petitioner, Akshay Thakur** for grant of **Anticipatory Bail** in FIR No. 55/2025 under Section 69/64(1) of the Bharatiya Nyaya Sanhita, 2023 (*hereinafter referred to as 'B.N.S.'*) registered at Police Station IGI Airport.



2. The First Anticipatory Bail Application moved before the learned Sessions Judge, New Delhi, has been dismissed *vide* Order dated 07.05.2025.
3. The Applicant has submitted that he is 28 years old presently serving as 7 JAK RIF in the Indian Army, holding an esteemed and responsible position. He hails from a highly reputable family, which is well-regarded in the community for its integrity, moral values and contributions to the nation. He has maintained an unblemished record both in his personal and professional career with no history of any criminal involvement or misconduct in the past. He is a man of good character, discipline and integrity and reflects a strong sense of service to the nation.
4. He is a permanent resident of Kangra District, Himachal Pradesh.
5. The Applicant has further stated that he is a divorcee. The Complainant is a middle-aged woman, approximately in her early forties, who hails from Ayodhya. She had not disclosed about her prior personal relationships including whether she was married, divorced or otherwise engaged in any legally or socially recognized relationship.
6. The **brief facts of the case** are that the Applicant and the Complainant initially came into contact in around February, 2024 through a social media platform, namely, Instagram. They continued to interact and eventually conversations got initiated through direct messaging on the platform. It marked the beginning of relationship, which gradually became more frequent and personal in nature. The nature of their conversations, suggest a mutual interest and voluntary participation in a dialogue between both individuals. Despite the strength of their bond, they never met in person prior to 23.07.2024, when the Applicant had a layover in New Delhi while



travelling from Dharamshala, HP to Dibrugarh, Assam where he stayed for one night at New Delhi.

7. The Complainant on her own volition, insisted and persuaded the Applicant to stay at the Centaur Hotel located in Aerocity, New Delhi where she had already made a reservation. She had checked into the Hotel, prior to the arrival of the Applicant. On reaching there, the Complainant personally came to the reception area to receive him and escorted him to the room which she had booked. The sequence of events clearly demonstrates the Complainant's initiative in arranging and facilitating the stay of the Applicant in the Hotel.

8. During this meeting, they both became good friends and developed a level of mutual trust through their prior conversations. However, upon meeting in person, the Applicant discovered the significant age difference between them, a fact which had been deliberately concealed by the Complainant, during their previous chats. This visibly shocked and disturbed the Applicant, prompting him to express his desire to leave the relationship on a good note. Despite his intention to leave, the Complainant repeatedly requested and attempted to dissuade him from walking away. After some discussion and emotional exchanges, both agreed to stay in the Hotel for some time. The relationship between the Applicant and the Complainant never got consummated. Whatever transpired between them during their meeting was either mutual or consensual in nature. Both were legally adults at the time and were fully aware of the potential consequences of their actions.

9. Because of the age disparity and their consequent implications, the Applicant came to the conclusion that he could not continue with the



relationship any further.

10. The Applicant, a divorcee, having already experienced emotional and psychological trauma of a failed marriage, was going through a difficult phase in his personal life. He had developed a cautious and guarded approach towards relationships especially those eventually leading to marriage. Because of his past experience, he finds it challenging to commit to a new relationship with the intention of immediate marriage. At the time of his interaction with the Complainant, he made it clear that he was only seeking friendship and companionship and not an immediate matrimonial alliance. He may have expressed a conditional willingness to consider marriage in the future, but only if the circumstances proved favourable. *He did not make any false promise of marriage with the intent to establish a physical relationship.*

11. Owing to the sustained mental anguish and mounting pressure from his family, the Applicant was left with no alternative but to block the Complainant on all social media platforms in the first week of December, 2024. In order to protect his mental health and privacy, he also changed his mobile number. It is submitted that this unwanted interaction and harassment persisted until around October-November, 2024 when the Complainant personally visited Kangra, Himachal Pradesh where he met her for less than fifteen minutes, during which the Complainant insisted that the Applicant must marry her. He declined the proposal citing significant age difference between them.

12. He also requested the Complainant to provide her Bank Account details so that he could refund the money that have been transferred to his Account, but she refused. The Complainant threatened to initiate false and



legal proceedings against him. He pleaded not to resort to such malicious acts that would severely impact his life and reputation despite which she continued to harass him *via* phone and social media.

13. On one occasion, she visited the Army Camp where he is presently posted. During this visit, she created considerable disturbance and acted in a manner that disrupted the decorum of the military premises. She also approached the Commanding Officer of the Applicant and made several disparaging and unsubstantiated allegations, asserting that he was not a person of good character.

14. The Complainant also contacted the Applicant's contacts on social media with an intent to harass and malign the Applicant. He was thus, compelled to block the Complainant and change his contact details to protect himself.

15. However, in January, 2025, she unexpectedly visited his residence. At that time, he was away on an official Army posting and was not present at home. However, she confronted his elderly parents and subjected them to mental harassment, used abusive language and extended threats of initiating Police action and legal proceedings against the Applicant.

16. The Applicant has submitted that both Section 69 of B.N.S., 2023 as well as Section 63 of B.N.S., 2023 provide clear legal clarity on this matter. *Section 63 of B.N.S.* emphasizes that a consensual relationship between two adults, does not constitute rape. No offence has therefore, been committed by the Applicant. The relationship, if any, was entered into by both the parties with mutual understanding and consent. *His statement that he may consider marriage in future, cannot be termed as a false promise to marry.* There is a significant difference between conditional intention and deliberate



deceit- a distinction recognized under Indian Criminal Jurisprudence. Hence, the physical relationship, if any, between the Applicant and the Complainant, was consensual and does not amount to rape under Section 63 or 69 B.N.S., 2023.

17. It is further clarified that money transactions that took place between them, were strictly in the nature of friendly transfers. They were carried out *via* online mode, especially through UPI and were recorded in their respective Bank Accounts. These financial exchanges were made voluntarily in the context of their personal rapport and had no connection with the physical relationship between the parties. Moreover, after the meeting at the Hotel, the Applicant had expressed his willingness on multiple occasions to return the money transferred by the Complainant and had requested her to share the Bank Account details for refund, but she has failed to furnish the Bank details. Furthermore, these financial transactions were neither solicited through coercion nor linked in any way to a promise of marriage or physical intimacy.

18. The Applicant has claimed that he was never engaged in any forceful act, molestation or coercive behavior towards the Applicant, at any point of time. Even in the FIR, the contents are silent on any allegation of physical force, molestation and non-consensual conduct.

19. The Applicant submits that he came to know about the registration of the FIR against him. It is asserted that the FIR has been registered after more than six months of the alleged incident. There is an inordinate delay without any satisfactory explanation, which raises serious doubts about the credibility and the motive behind the Complaint. Furthermore, he never made any false promise of marriage but only had expressed a conditional



intent to consider marriage in future. Further, the Complaint does not disclose any specific or credible allegations suggesting force or coercion by the Applicant. This entire Complaint is nothing but an attempt to extort money from the Applicant and his family members.

20. It is further submitted that no custodial interrogation of the Applicant, is required. There is no possibility of his tampering with the evidence as material evidence, has already been collected. The primary evidence was WhatsApp Chats, which have already been submitted by the Complainant to the Investigating Officer. There is no occasion for the Applicant to influence any witnesses or the Complainant in any manner.

21. It is further submitted that as per the **Status Report**, blood stains were allegedly found on the mattress protector nearly six months after the alleged incident and that too, from a Hotel where rooms are booked on a daily basis. It is highly improbable that the Hotel room was not cleaned or subjected to room service during this entire period, making the recovery of blood stains after six months highly questionable. *It is, therefore, submitted that he be granted Bail.*

22. The **Status Report has been submitted on behalf of the State and taken on record**, wherein the details of the Complaint and the investigations carried out in the FIR, have been detailed. It is submitted that the CDR and CAF have been obtained from the Nodal Agency, in which their conversations are proved. The Bank Statement of the Applicant, has been obtained from PNB Bank in which transaction of Rs.1.30 Lakhs, is proved. During the course of investigations, the Applicant was summoned by learned ACJM but he failed to appear. Consequently, NBWs were issued against him despite which, he again did not appear. The proceedings under



Section 84 B.N.S.S., have been initiated against him.

23. The Charge-Sheet under Section 193 B.N.S.S., 2023 has already been filed before the Court of learned ACJM.

Submissions heard and the record perused.

24. The perusal of the Complaint itself reflects that the parties got to know each other through Instagram platform and they started having conversations. They physically met for the first time on 23.07.2024 in the Centaur Hotel located in Aerocity, New Delhi, which was booked by the Complainant where they spent one night together. According to the Applicant, he came to know about the age difference only on that day and he expressed his disinclination to continue with the relationship in future. He also stated that he may consider the prospect of marriage with the Complainant in future.

25. *From the averments made in the Complaint itself, it is evident that the parties had got into a consensual relationship.*

26. The Complainant has alleged that she was *deceived* as the Applicant has not disclosed that he was a divorcee. The Applicant on the other hand, has also asserted that he got deceived because the Complainant is in her early forties and she never disclosed her age to him. He expressed his intent to not to continue with the relationship when he met her for the first time and realized the age disparity between them. The Applicant *prima facie* states that there are no averments made in the Complaint to make out the allegations of rape. Likewise, the averments that the Applicant had deceived the Complainant by not disclosing that he was a divorcee, cannot be said to be such a material fact as would have induced the Complainant, to get into the relationship. *Prima facie no deceit is made out.*



27. However, even if it is accepted as has been alleged by the Complainant that she was deceived about the matrimonial status of the Applicant, it cannot be *prima facie* stated to be a *deceitful means for compelling the Complainant to have sexual intercourse*, as has been envisaged under Section 69 B.N.S., 2023.

28. Much has been argued by the Complainant about she being induced and exploited by the Applicant, by extorting money from her. However, as has been stated by the Applicant, all the transactions are documented. Moreover, it is stated that the Complainant was harassed by the Applicant who sought money on the ground that he needed the money for wedding planning, doing business and some problems and also asked her to arrange some more money. *However, the Applicant stated that he had offered to return the money which had been taken, but the Complainant is not inclined to share the account number.*

29. Considering that the Charge-Sheet has already been filed and also considering the nature of allegations, it is directed that in the event of his arrest, the Applicant shall be admitted to Anticipatory Bail by the Investigating Officer/Arresting Officer, subject to the following conditions:-

- (i) The Petitioner shall furnish a personal bond in the sum of Rs.35,000/- with one surety in the like amount to the satisfaction of the Investigating Officer/Arresting Officer.
- (ii) The Petitioner shall join the investigations, as and when called by the Investigating Officer.
- (iii) The Petitioner shall furnish his mobile phone number to the Investigating Officer on which he may be contacted at any time and shall ensure that the number is kept active and switched-on



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at all times.

- (iv) The Petitioner shall not contact, nor visit, nor offer any inducement, threat or promise to any of the prosecution witnesses or other persons acquainted with the facts of case.
 - (v) The Petitioner shall not tamper with evidence nor otherwise indulge in any act or omission that is unlawful or that would prejudice the proceedings in the pending trial.
30. The Petition stands disposed of in the above terms.
 31. Copy of the Order be sent to the learned Trial Court for compliance.

(NEENA BANSAL KRISHNA)
JUDGE

SEPTEMBER 3, 2025/RS