



2026:DHC:1403



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% *Date of Decision: 17.02.2026*+ **BAIL APPLN. 422/2026**

JAYANT VATS

.....Petitioner

Through: Mr. Sandeep Sharma, Senior
Advocate with Mr. Kuldeep
Choudhary and Mr. Amit
Choudhary, Advocates

versus

STATE (NCT OF DELHI)

.....Respondent

Through: Mr. Naresh Kumar Chahar,
APP for the State with SI
Anita along with prosecutrix in
person.
Counsel for the prosecutrix
(appearance not given)

CORAM:**HON'BLE DR. JUSTICE SWARANA KANTA SHARMA****JUDGMENT****DR. SWARANA KANTA SHARMA, J. (Oral)**

1. By way of the present application, the applicant seeks grant of regular bail in case arising out of FIR bearing no. 01/2026, registered at Police Station Keshav Puram, Delhi for the commission of offence punishable under Section 376 the Indian Penal Code, 1860 (hereafter 'IPC') and Section 69 of the of the Bharatiya Nyaya Sanhita, 2023



(hereafter '*BNS*').

Factual Background

2. The brief facts of the case, as emerging from the status report, are that on 03.01.2026, a complaint was received at P.S. Keshav Puram from the prosecutrix Ms. S, aged 27 years, alleging sexual exploitation and deceit on the pretext of a false promise of marriage by the applicant herein. It was alleged that the prosecutrix had known the applicant and his family since the year 2018. It was further alleged that the applicant had established physical relations with the prosecutrix on multiple occasions on the assurance of marriage. According to the prosecutrix, the applicant had subsequently refused to marry her on the ground that their birth-charts (*kundalis*) did not match, claiming that he and his family held strong beliefs in astrology. The prosecutrix alleged that the applicant had first established physical relations with her in July 2019 in his car, and thereafter at his residence in Tri Nagar, Delhi, at The Golden Keys Hotel, Ashok Vihar, and at other places. It was further alleged that the last incident had taken place on 12.09.2025 near Nitin Girdhar Salon, Nigam Park, Gali Chakkar, Shakti Nagar, Delhi. It was stated that the prosecutrix had earlier submitted a written complaint, which she had subsequently withdrawn after she was allegedly assured by the applicant and his family that they would solemnize the marriage. However, upon the alleged failure of the said assurance, the prosecutrix submitted a fresh written complaint, pursuant to which the present FIR for offence under Section 376 of IPC and Section 69



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of BNS was registered and investigation was taken up.

3. During the course of investigation, the medical examination of the prosecutrix Ms. S was conducted at Deep Chand Bandhu Hospital *vide* MLC No. 145/26 dated 03.01.2026. As per the MLC, the prosecutrix reiterated the substance of her complaint and stated that she had been in a relationship with the applicant since her college days. It was recorded that physical relations had been established on the assurance of marriage. The prosecutrix also alleged that the applicant had threatened to leak her photographs. No external injuries were found, and the prosecutrix declined internal examination. Further, the statement of the prosecutrix under Section 183 of the BNSS was also recorded before the learned JMFC on 06.01.2026. In her statement, she reiterated that she had known the applicant since college, that he had repeatedly promised to marry her, and that physical relations had been established on multiple occasions over several years on such assurance. She further stated that she had been introduced to the applicant's family and relatives as his prospective wife, had participated in family functions, and that the applicant had publicly affirmed the relationship, including by giving her a ring. The prosecutrix further stated that despite repeated assurances, the applicant began distancing himself from May 2025 and ultimately refused to marry her in June 2025 on the ground of non-matching of *kundalis*. She alleged that thereafter the applicant again assured her of marriage and established physical relations with her on multiple occasions till September 2025. She also alleged that on certain



occasions she was subjected to pressure and threats of leakage of photographs. It was further stated that the prosecutrix had earlier lodged a complaint in November 2025, which she withdrew upon assurances of marriage by the applicant and his family. However, when no steps were taken towards solemnization of marriage, she lodged the present complaint, seeking legal action against the petitioner and his family.

4. As per status report, it was clarified by the prosecutrix that with regard to the allegation of the applicant possessing her intimate photographs, only a photograph depicting a kiss between them was stated to be present in the mobile phone of the applicant. A supplementary statement of the prosecutrix to the said effect was recorded. During investigation, the mobile phone of the applicant, recovered from his personal search, was taken into police possession *vide* seizure memo and has been sent to the FSL for data extraction and analysis. Further, during investigation, the prosecutrix identified the concerned hotel situated at Ashok Vihar Phase-II. The hotel records were also verified. The records of other hotels/guest houses stated to be located outside Delhi are stated to be under verification.

Rival Contentions

5. The learned senior counsel appearing on behalf of the applicant submits that the applicant has been falsely implicated in the present case and has been in judicial custody since 04.01.2026. It is contended that the relationship between the applicant and the complainant was consensual and that the parties had known each



other for about eight years. It is further submitted that the applicant had intended to marry the complainant and that even the complaints filed by the complainant would indicate that the only reason for the marriage not materialising was that the *kundalis* of the parties did not match. It is, therefore, argued that no case of rape on the false pretext of marriage is made out against the applicant and that he deserves to be granted regular bail.

6. The learned counsel appearing on behalf of the prosecutrix, on the other hand, opposes the present bail application and submits that the WhatsApp conversations between the parties clearly reveal that the applicant had assured the complainant that their *kundalis* had matched and that there would be no hurdle in their marriage. It is further argued that the conversations also disclose that the applicant himself had admitted that the complainant was reluctant to engage in physical relations prior to marriage and that she had succumbed to his repeated insistence and pressure. It is, thus, prayed that the present bail application be dismissed.

7. The learned APP for the State also opposes the present bail application, and argues that the allegations against the applicant are serious in nature. It is also argued that the investigation of the case is at a crucial stage and chargesheet is yet to be filed before the concerned Court. It is therefore argued that there is no ground for grant of regular bail to the applicant at this stage and thus, the bail application be dismissed.

8. This Court has **heard** arguments addressed on behalf of the



applicant, the State and the prosecutrix, and has perused the material on record.

Analysis & Findings

9. At the outset, it is not in dispute that the parties had known each other since their college days and had remained in a relationship for several years. In this Court's view, the material on record, including the complaint, the statement of the prosecutrix under Section 183 of BNSS, and the chats exchanged between the parties, *prima facie* indicate that the applicant had repeatedly assured the prosecutrix of marriage and had represented that there was no impediment to their marriage. The conversations also reveal that the applicant had insisted that physical proximity prior to marriage was not objectionable, as there was no hurdle in their marriage and it was projected as a natural progression of their relationship.

10. This Court also notes that the applicant herein had taken steps such as seeking the birth details of the prosecutrix for *kundali* matching and had, on multiple occasions, assured her that the horoscopes had matched. This Court notes that in one chat dated 14.09.2023, the applicant has stated – *kal hi shaadi kar rahe hain hum* – which *prima facie* demonstrates that the aspect of *kundali* matching was already represented by the applicant as having been resolved. This Court has also perused the screenshots of other chats handed over by the prosecutrix to the I.O., exchanged between the period 2022 and 2025, wherein the applicant had assured the prosecutrix that the issue of *kundali* matching would be resolved and



that there was no impediment to their marriage. Despite such assurances, physical relations allegedly continued on the basis of the promise of marriage extended by the applicant.

11. It is also significant to note that when the prosecutrix first lodged a complaint in November 2025, the same was withdrawn only on the assurance of marriage allegedly given by the applicant and his family. However, despite such assurance, no steps were taken towards solemnization of the marriage, and the applicant thereafter refused to marry the prosecutrix on the ground of non-matching of kundalis. The sequence of events, at this stage, cannot be viewed as a mere relationship turning sour, but rather suggests that assurances of marriage were repeatedly extended despite the applicant being aware of the insistence of his family on *kundali* matching.

12. Thus, at this stage, the applicant's stand that the marriage could not take place only due to non-matching of *kundalis* appears inconsistent with his own conduct and representations made over the years. If the issue of *kundali* matching was indeed of such determinative importance for the applicant and his family, the same should have been resolved at the threshold before entering into physical relations. *Prima facie*, however, the material on record indicates that the applicant assured the prosecutrix that the issue had already been addressed and that there was no impediment to their marriage, on the basis of which physical relations were allegedly established.

13. The learned senior counsel appearing for the applicant has also



relied upon judicial precedents which hold that a mere breach of a promise to marry, or a consensual relationship between adults which subsequently turns sour, would not by itself attract the offence of rape. It is pertinent to note that the Courts have consistently drawn a distinction between a genuine promise that could not be fulfilled due to subsequent circumstances and a false assurance given from the inception with the intent to secure consent. There can be no quarrel with the proposition that criminal law cannot be invoked merely because a relationship fails or marriage does not materialise.

14. However, the present case, at this stage, stands on a different footing. The material on record indicates that the applicant had repeatedly assured the prosecutrix that there was no impediment to their marriage, including on the aspect of kundali matching, and had represented that the horoscopes had already matched. It is on the basis of such assurances that physical relations were established over a period of time. The subsequent refusal to marry on the ground of non-matching of kundalis, despite earlier assurances to the contrary, *prima facie* raises a question as to the nature and genuineness of the promise extended by the applicant. Such conduct, at this stage, would attract the offence under Section 69 of the BNS, which specifically deals with cases of sexual relations induced by deceit or false assurance of marriage. At the stage of bail, the Court is only required to assess whether the allegations and material disclose a *prima facie* case against the accused and whether or not a case for grant of regular bail, as per the principles governing grant of bail, is made out.



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15. Having regard to the nature of allegations, the material collected during investigation so far, and the fact that chargesheet in the case is yet to be filed, this Court is not inclined to grant regular bail to the applicant at this stage.

16. Accordingly, the present application for grant of regular bail is dismissed.

17. It is however clarified that the observations made herein are purely for deciding the present bail application and the same shall not be construed as opinion of this Court on the merits of the case.

18. The judgment be uploaded on the website forthwith.

DR. SWARANA KANTA SHARMA, J

FEBRUARY 16, 2026/ns

T.D./T.S.