

2025 LiveLaw (SC) 540

**IN THE SUPREME COURT OF INDIA
CRIMINAL APPELLATE JURISDICTION
SANJAY KAROL; J., MANOJ MISRA; J.**

APRIL 28, 2025

CRIMINAL APPEAL NO. 2438 OF 2025 (@ SPECIAL LEAVE TO APPEAL (CRL.) NO. 2776 OF 2025)

RAVISH SINGH RANA *versus* STATE OF UTTARAKHAND & ANR.

Penal Code, 1860 – Sections 375, 376 – Rape – Live-in Relationships – False Promise of Marriage – Held, prolonged cohabitation in a live-in relationship (over two years in this case) implies mutual consent to sustain the relationship without reliance on a promise of marriage. Allegations of rape based on a false promise of marriage are unsustainable when two adults voluntarily cohabit for an extended period, as such cohabitation raises a presumption of consensual relations not contingent on marriage. The Court noted the absence of specific allegations that the physical relationship was induced solely by a promise of marriage and emphasized that extended cohabitation reflects a voluntary choice by both parties. Acknowledging the growing prevalence of live-in relationships, driven partly by women’s financial independence, the Court advocated a pragmatic judicial approach, favoring a presumption of implied consent based on the relationship’s duration and the parties’ conduct over a pedantic interpretation. The criminal proceedings were held to be an abuse of process, and the appeal was allowed. (Para 10, 14 - 16)

[Arising out of impugned final judgment and order dated 11-12-2024 in CRMA No. 922/2024 passed by the High Court of Uttarakhand at Nainital]

For Petitioner(s): Mr. Gautam Barnwal, Adv. Mr. Ajeet Kumar Yadav, Adv. Mr. Nishant Gill, Adv. Mr. Saksham Kumar, Adv. Mr. Aakash, Adv. Mr. Mukesh Kumar, AOR

For Respondent(s): Ms. Vanshaja Shukla, AOR Mr. Ajay Bahuguna, Adv. Mr. Siddhant Yadav, Adv. Mr. Garvesh Kabra, AOR Ms. Pallavi Kumari, Adv.

O R D E R

1. Leave granted.
2. This appeal impugns judgment and order of the High Court of Uttarakhand¹, dated 11.12.2024, by which Criminal Misc. Application No. 922 of 2024 filed by the appellant for quashing FIR No. 482 of 2023 and proceedings arising therefrom, including the cognizance order dated 13.02.2024, has been dismissed.
3. Briefly stated the facts giving rise to the instant appeal are as follows:
 - (i) The second respondent lodged a First Information Report²³ at Police Station³ Khatima, District Udham Singh Nagar on 23.11.2023 against the appellant, inter-alia, alleging that on 06.02.2021, the informant got introduced to the appellant through Facebook; after introduction, they began a live-in relationship; during this period the appellant rented a room at Khatima and established physical relationship many times with a promise to marry the informant; physical relationship continued though at times informant was abused and beaten; later, when the informant insisted on marriage, the

¹ High Court

² FIR

³ PS

appellant refused to marry and instead threatened the informant; and forcibly established physical relationship on 18.11.2023.

(ii) The aforesaid FIR was registered under Sections 376, 323, 504 and 506 of the Indian Penal Code, 1860¹

(iii) To quash the aforesaid FIR and the consequential proceedings, the appellant filed Criminal Misc. Application No.922 of 2024 before the High Court by invoking its powers under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023² (equivalent to section 482 of the Code of Criminal Procedure, 1973³).

(iv) In the aforesaid application, the appellant, *inter alia*, stated that admittedly both parties were adults; they lived together under one roof for over two years; during this period, they had physical relationship voluntarily; and, later, they codified an agreement/settlement on 19.11.2023. Thus, the allegations are nothing but mala fide, concocted with a view to blackmail the appellant and his family. Moreover, those allegations have no support from any injury/ medical report. And, in any case, an offence punishable under Section 376 IPC is not made out.

(v) The High Court by the impugned order dismissed the petition on the ground that the allegations made in the FIR disclose commission of a cognizable offence and, therefore, the same cannot be quashed. (vi) Aggrieved by the order of the High Court, the appellant is in appeal before us. 4. We have heard learned counsel for the appellant and Ms. Vanshaja Shukla for the respondents.

Submissions on behalf of appellant

5. The contention of the learned counsel for the appellant is that admittedly the parties have executed a settlement deed on 19.11.2023, which reads as under:

“The agreement has been made today 19.11.2023 between the first party (name and address of the second respondent) and the second party (name and address of the appellant). On the advice of the respected persons with the condition that both are living together since 12th August so we must conduct Mangbhari and live like husband and wife in the room and we would hand over our papers today to the Advocate to register their marriage and they would get the registration done going to the Court. If the second party violates the agreement, the legal action can be taken against us. We both the parties know each other since February, 2021. We love each other.”

6. Based on the aforesaid settlement, the learned counsel for the appellant contended that the allegation that appellant forcibly established physical relationship with the informant on 18.11.2023 is palpably false. Had it been so, the settlement agreement, which was entered on 19.11.2023, would not have stated that parties love each other. This settlement clearly establishes that till 19.11.2023 there was no untoward incident, and the parties were in love with each other.

7. It is urged on behalf of the appellant that the High Court overlooked this settlement agreement, as a result grave injustice has been caused to the appellant.

Submissions on behalf of respondents

8. Per contra, Ms. Vanshaja Shukla, who appeared for the respondents, submitted that the agreement clearly stated that if marriage is not formalized then legal action will be taken. In these circumstances, since admittedly the marriage has not been registered and formalized, legal action has rightly been taken against the appellant. Besides that, the FIR

¹ IPC

² BNSS

³ CrPC

alleges that physical relationship was established under a promise of marriage and as marriage has not taken place, it was proved that there was a false promise of marriage, therefore consent for physical relationship stood vitiated. Hence, even an offence of rape is made out. In this light, Ms. Vanshaja Shukla cited a decision of this Court in *Pramod Suryabhan Pawar vs. State of Maharashtra and Another*¹.

9. We have considered the rival submissions and have perused the materials on record.

Discussion/ Analysis

10. An overview of the facts makes it clear that relationship between the appellant and the second respondent (the informant) had been there since 2021. This relationship was not merely of knowing each other but of living together as a couple under one roof in a rented accommodation. The FIR does not allege that physical relationship was established only because there was a promise of marriage. Besides, physical relationship continued for over two years without a complaint in between. In such circumstances, a presumption would arise of there being a valid consent for initiating and maintaining the physical relationship that spanned over two years.

11. In *Pramod Suryabhan Pawar (supra)*, this Court held that 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”. However, a mere breach of a promise cannot be said to be a false promise. Therefore, to establish a false promise, it would have to be demonstrated that the maker of the promise had no intention of upholding his word at the time of making the promise.

12. In *Deepak Gulati v. State of Haryana*², this Court observed:

“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 of a promise and not fulfilling a 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 fully understanding the nature and consequences of sexual indulgence. There may be a case where the prosecutor 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 to a conclusion that the intention of the accused was mala fide, and that he had clandestine motives.”

13. In *Sonu @ Subash Kumar v. State of Uttar Pradesh & another*³ this Court quashed the FIR and the proceedings arising therefrom upon noticing that (1) relationship between appellant and the second respondent was of consensual nature; (2) parties were in relationship for a period of one-and-a-half years; and (3) subsequently, appellant had expressed disinclination to marry the second respondent which led to registration of FIR.

¹ (2019) 9 SCC 608

² (2013) 7 SCC 675

³ (2021) 18 SCC 517

14. In the instant case also, we find that the relationship between the appellant and the second respondent (the informant) was spread over two years. Further, they not only admit of having physical relations with each other but also of living together in a rented accommodation as a live-in couple. In our view, if two able-minded adults reside together as a live-in couple for more than a couple of years and cohabit with each other, a presumption would arise that they voluntarily chose that kind of a relationship fully aware of its consequences. Therefore, the allegation that such relationship was entered because there was a promise of marriage is in the circumstances unworthy of acceptance, particularly, when there is no allegation that such physical relationship would not have been established had there been no promise to marry.

15. Moreover, in a long drawn live-in relationship, occasions may arise where parties in that relationship express their desire or wish to formalize the same by a seal of marriage, but that expression of desire, or wish, by itself would not be indicative of relationship being a consequence of that expression of desire or wish. A decade or two earlier, live-in relationships might not have been common. But now more and more women are financially independent and have the capacity to take conscious decision of charting their life on their own terms. This financial freedom, *inter alia*, has led to proliferation of such live-in relationships. Therefore, when a matter of this nature comes to a court, it must not adopt a pedantic approach rather the Court may, based on the length of such relationship and conduct of the parties, presume implied consent of the parties to be in such a relationship regardless of their desire or a wish to convert it into a marital bond.

16. In that view of the matter, in our considered view, the long-drawn relationship of the appellant and the second respondent including the circumstance of their living together and cohabiting with each other, that too, in a separate rented accommodation, would give rise to a presumption that their relationship was based on a valid consent.

17. The settlement agreement, dated 19.11.2023, which is not disputed by the second respondent, points out that the parties had been in love. In such circumstances, we are of the view that on ground of refusal to marry, the appellant cannot be subjected to prosecution for the offence of rape. The other allegations of assault and abuse have not been supported by any material particulars. Even the alleged sexual assault on 18.11.2023 is negated by the recital in the settlement agreement that parties love each other.

18. For all the reasons above, in our view, the impugned first information report and the consequential proceedings in pursuance thereof are nothing but abuse of the process of the court and the same deserves to be quashed. The appeal is allowed. The impugned judgment and order of the High Court is set aside. The impugned first information report and the consequential proceedings are hereby quashed.

19. The pending applications, if any, stand disposed of.