Redacted by NyayVidhan (FIR alleging a sexual offence): the appellant's name (shown as initials on nyayvidhan.in), the account name, address, occupations, dates, years, places, the FIR number and the police station are withheld. Text otherwise as issued by the Court.



**IN THE SUPREME COURT OF INDIA**
**CRIMINAL APPELLATE JURISDICTION**

**CRIMINAL APPEAL NO.5232/2026**
**(@Petition for Special Leave to Appeal (Crl.) No.14994/2026)**

**Appellant(s)**

**VERSUS**

**STATE OF GUJARAT & ANR.** **Respondent(s)**

**O R D E R**

**1. Leave granted.**

**2. The Respondent No.2, de facto complainant, although served with the notice issued by this Court, yet has chosen not to remain present before this Court, either in person or through an advocate, and oppose this petition.**

**3. This Appeal arises from the Judgment and Order passed by the High Court of Gujarat dated 15th July, 2026 in Criminal Miscellaneous Application No. 14109 of 2026, by which the application preferred by the appellant herein for quashing of the FIR in question came to be rejected.**

**4. The FIR in question, which was made the subject matter of challenge before the High Court, reads thus:**

*"I personally appear and declare the facts of my complaint as under:*

*I reside at the above-mentioned address with my mother and earn my livelihood*

*On the date a message was received on my mobile phone on my Instagram ID from an account named Therefore, I replied to the message from my side. Upon conversing over messages, he stated his name to be resident of*

*I had also stated my name and address to him.*

Signature Not Verified
Digitally signed by VISHAL ANAND
Date: 2026.11.05 17:19:18 IST
Reason:

*Through messaging on Instagram, a friendship developed between us, and thereafter, we frequently conversed with each other on Instagram, During this time, as asked for my mobile number, I had initially refused to give him my mobile number. However, as this repeatedly asked for my mobile number over messages, I gave him my mobile number , and we both started conversing over the phone. At that time, he told me, "I like you," and saying so, he called me to meet him. Consequently we met each other in Thereafter, we both used to go around together to different places in for tea-coffee, snacks, and dinner, due to which we both started liking each other;*

*Thereafter, on the date this called me and asked me to meet him near I went to meet him, and there I met this While we both were talking, told me, "I like you," and proposed, "Let's go for a visit to to which I agreed. I sat on his motorcycle and went with him to After performing prayers at the temple on the hill, took me into the bushes on the hill, and sitting there, we both talked for some time, During that time, this told me, "I am going to marry you," and saying so, he started kissing my lips. When I refused him, he said, "I will marry only you," and giving such assurance and trust, he placed his hand on my chest and established physical relations with me and thereafter, he dropped me back near*

*Thereafter, we both used to talk over the phone via video calls, voice calls, and WhatsApp messages. In the months of January, February, and March of the year frequently established physical relations with me at in the ground located behind the college, in the bushes in in the bushes located beside the road going from towards and in the orchard located beside Thereafter, in the month of April, went for duty on a ship, and after working for a month, he returned in the month of May. At that time as well, this took me to and when he asked to establish physical relations, 1 refused, but he started saying, "I am going to marry only you," and saying so, he established physical relations with me;*

*On the date in the evening around eight o'clock, this took me into the bushes/shrubs located beside and established physical relations with me. Thus, from the year to whenever he came home on a three-month leave from the ship, he used to establish physical relations with me at the aforementioned different places by luring me with the promise of marriage;*

*On the date when I asked to marry me, he told me, "You are older than me, so I will not marry you," and thus refused to marry me. Because of this, when I repeatedly asked him to marry, he kept refusing. Due to the fear of defamation in society, I did not file a complaint with the police. However, upon informing my mother about this matter, she told me to file a complaint with the police, and therefore today I have come to this police station with my mother to file a complaint. And I am submitting the photos that we took together when we went out.*

*Thus, the accused resident of developed friendship with me through my Instagram ID, and with the intention of establishing physical relations, gave me a promise of marriage, took me to and to other different places, established physical relations repeatedly, and upon refusing to marry, has committed the offense. Therefore, this is my formal complaint. My witnesses are those mentioned in the complaint and others who may be revealed during the police investigation.*

**5. Thus, it appears on plain reading of the First Information Report that the appellant and the Respondent No.2 were in a relationship past almost six years. However, the allegations levelled by the Respondent No.2 are that she maintained physical relations with the appellant relying upon the promise which was given by the appellant that he would marry her. This is the sum and substance of the accusation.**

**6. Having heard the learned counsel appearing for the parties and having gone through the materials on record, the only question that falls for our consideration is whether the High Court committed any error in passing the impugned Order.**

**7. The issue now stands squarely covered by an Order passed by a coordinate Bench in the case of *"Kunal Rameshbhai Kalyani versus State of Gujarat and Another"* Reported in 2026 SCC Online SC 1818.**

**8. The relevant observations made therein applicable to the facts of the present case are as under:**

*"3. The High Court while declining the prayer for quashing specifically referred to the judgment of this Court in Deepak Gulati v. State of Haryana (2013) 7 SCC 675; (2013) 3 SCC (Crl) 660 of which paragraph 24 is extracted hereunder :*

> *"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."*

*4. Under the IPC, the false promise of marriage was prosecuted under Section 375 read with Section 90. Therein the requirement was to find that the consent, if at all coming out from the facts, was tainted insofar as the victim having been led to believe a promise of marriage and physical relations having been permitted only on the belief that the promise will be complied with; which the promisor even at the time of giving such promise had no intention to comply with. It was held in the aforesaid decision that misconception of fact cannot be alleged if the promise is made with good intention and later for unavoidable circumstances, the person is forced to resile from the aforesaid promise. The BNS by incorporating Section 69 brought in a separate offence carving out the fraudulent and deceitful conduct as spoken of therein from the grave offence of rape, while at the same time providing a penalty for the deceptive conduct alleged therein. The word employed "deceitful means or by making a promise to marry to a woman without any intention of fulfilling the same" brings in the same rigor of the promise having been given with an intention of never being fulfilled, which is the deceitful conduct sought to be punished.*

*5. In the present case, the FIR has been extracted by the High Court and it clearly indicates that the appellant and the complainant came into contact through a digital platform and a friendship developed between them, which later became a love affair. It is also stated in the complaint that the appellant communicated his desire to marry the complainant on the first physical meeting. The complainant is said to have succumbed to his entreaties and allowed sexual intercourse. This was on 12.02.2024 and again in April 2024, the victim is said to have stayed in a hotel for two days with the appellant. The statements made in the complaint clearly indicate a consensual relationship and we do not find anything to find a deceitful conduct, of, the appellant having induced the complainant into sexual intercourse, which she succumbed to only on the promise to marry. Here we reiterate that on the first occasion when they met, the complainant succumbed to the appellant's entreaties, is the specific statement made without even stating that it was on the promise to marry that physical relationship was permitted."*

**9. In view of the aforesaid, this appeal succeeds and is hereby allowed. The First Information Report of 2026 registered with the Police Station is hereby quashed. All consequential proceedings stand terminated.**

**10. Pending applications, if any, also stand disposed of.**

**.....J**
**(J.B. PARDIWALA)**

**.....J**
**(MANMOHAN)**

**NEW DELHI;**
**4TH NOVEMBER, 2026.**

**ITEM NO.40 COURT NO.6 SECTION II-E**

**S U P R E M E C O U R T O F I N D I A**
**RECORD OF PROCEEDINGS**

**Petition for Special Leave to Appeal (Crl.) No.14994/2026**

**[Arising out of impugned final judgment and order dated 15-07-2026 in CRLMA No. 14109/2026 passed by the High Court of Gujarat at Ahmedabad]**

**Petitioner(s)**

**VERSUS**

**STATE OF GUJARAT & ANR. Respondent(s)**

**(IA No. 241006/2026 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT, IA No. 241009/2026 - EXEMPTION FROM FILING O.T. & IA No. 242105/2026 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES)**

**Date : 04-11-2026 This matter was called on for hearing today.**

**CORAM :**
**HON'BLE MR. JUSTICE J.B. PARDIWALA**
**HON'BLE MR. JUSTICE MANMOHAN**

**For Petitioner(s) :**
**Mr. Mayank Kshirsagar- 2780, AOR**
**Mr. Jaideep Sindhi, Adv.**
**Mr. Shikhar Rai, Adv.**
**Ms. Megha Bhati, Adv.**

**For Respondent(s) :**
**Mr. Rajat Nair, Adv.**
**Ms. Swati Ghildiyal- 3169, AOR**
**Ms. Sonakshi Sinha, Adv.**
**Mr. Alok Dubey, Adv.**

**UPON hearing the counsel the Court made the following**
**O R D E R**

**1. Leave granted.**

**2. The appeal succeeds and is hereby allowed, in terms of the signed Order.**

**3. Pending applications, if any, also stand disposed of.**

**(VISHAL ANAND)** **(POOJA SHARMA)**
**DEPUTY REGISTRAR** **COURT MASTER (NSH)**

**(Signed Order is placed on the file)**