



REPORTABLE

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

**Criminal Appeal No. _____ of 2026
[@ Special Leave Petition (Crl.) No.11526 of 2026]**

Kunal Rameshbhai Kalyani

.... Appellant

Versus

The State of Gujarat & Anr.

.... Respondents

ORDER

Leave granted.

2. The appellant is an accused under Section 69 of the Bhartiya Nyaya Sanhita (BNS). The appellant is aggrieved with the impugned judgment, which refused quashing of the FIR registered with Sayajiganh Police Station, Vadodara City, Gujarat dated 20.05.2025 bearing No.11196030250292. The second respondent is the complainant, who alleged that under the pretext of the promise to marry, the appellant entered into physical relations with the second respondent and later resiled from his promise on the allegation that his mother was not favourable to such a marriage with the second respondent.

3. The High Court while declining the prayer for quashing specifically referred to the judgment of this Court in **Deepak**

Gulati v. State of Haryana¹ 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

¹ (2013) 7 SCC 675

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.

6. On the mere communication of the desire of the appellant to marry her, we are unable to find the appellant having used any deceitful means. In any event, the very complaint is that the appellant refused to marry her later, because his mother did not permit it, which indicates that the promise was made with all good intention, if at all it was made.

7. We are unable to find any reason to allow continuation of the proceedings. We hence quash FIR bearing No.11196030250292 dated 20.05.2025, registered at Sayajiganh Police Station, Vadodara City, Gujarat.

8. Civil Appeal stands allowed and pending application(s), if any shall stand rejected.

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

..... J.
(K. VINOD CHANDRAN)

**NEW DELHI;
SEPTEMBER 07, 2026.**