

News

Can a rape case with a bogus marriage offer be resolved amicably? The Supreme Court responds



After the parties reached an agreement, the court closed a rape case with an affirmative response.

A recent case involving a rape alleging sexual relations under false pretenses of marriage was settled amicably by the Supreme Court .

After both the complainant and the accused indicated their desire to put the case behind them and move on, a panel of Justices BV Nagarathna and R Mahadevan approved the settlement.

The complaint that started the case was filed on May 24, 2022, at the Balussery Police Station in Kerala. The accused allegedly first assisted the complainant, a married woman who was divorced from her spouse, with her divorce proceedings.

He subsequently invited her to his home in December 2017 and forced her to engage in sexual activity, according to the FIR. She further claimed that he took pictures of her without her permission and threatened to show her husband the images if she told her husband about it.

She further claimed that the accused had sexual encounters with her at his friend's house and at many resorts between 2018 and 2022, and that he had made numerous promises to marry her. Additionally, according to the complaint, he committed criminal intimidation and cheating by taking ₹3.54 lakh and gold ornaments valued at 2.5 sovereigns from her and refusing to give them back.

The accused initially petitioned the Kerala High Court for anticipatory bail after the First Information Report (FIR) was filed, but his request was denied. The High Court declined to provide relief, noting that the rape accusations necessitated detention for questioning.

The accused then petitioned the High Court to have the FIR quashed under Section 482 of the Criminal Procedure Code. The High Court denied this petition as well, concluding that the accusations needed further research and could not be refuted at that point.

The accused filed separate special leave applications with the Supreme Court after becoming enraged by these two judgments.

The Supreme Court sent notice and ordered that the accused not be subjected to coercion on December 19. The bench urged the parties to think about reaching a mutually agreeable agreement during later proceedings.

Both parties expressed a desire to resolve the issue before March 2025. The accused promised to reimburse the plaintiff for the money and gold ornaments that were purportedly stolen.

In light of this development, the bench granted permission for the settlement and provided specific instructions to make it possible.

The court mandated that the complainant or her designee receive the money that the accused had placed with the trial court following appropriate verification.

Lawread