



IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE BECHU KURIAN THOMAS

WEDNESDAY, THE 27TH DAY OF AUGUST 2025 / 5TH BHADRA, 1947

BAIL APPL. NO. 9377 OF 2025

CRIME NO.531/2025 OF Thrikkakara Police Station, Ernakulam

PETITIONER/ACCUSED:

HIRAN DAS MURALI
AGED 31 YEARS, S/O MURALI
VADAKEPARAYIL HOUSE,
MULAMKUNNATHUKAVU ,
THRISSUR, PIN - 680581

BY ADVS.
SRI.S.RAJEEV
SRI.V.VINAY
SRI.M.S.ANEER
SHRI.SARATH K.P.
SHRI.ANILKUMAR C.R.
SHRI.K.S.KIRAN KRISHNAN
SMT.DIPA V.
SHRI.AKASH CHERIAN THOMAS
SHRI.AZAD SUNIL

RESPONDENTS/STATE:

- 1 STATE OF KERALA
REPRESENTED BY PUBLIC PROSECUTOR,
HIGH COURT OF KERALA, PIN - 682031
- 2 STATION HOUSE OFFICER
THRIKKAKARA POLICE STATION,
ERNAKULAM, PIN - 682030
- *3 XXXXXXXXXXXX
XXXXXXXXXXXX XXXXXXXXXXXX
*(ADDL. R3 IS IMPEADED AS PER ORDER DATED IN



CRL.M.APPL.NO.1/2025 IN B.A. NO.9377/2025

BY ADVS.

SMT. SREEJA V., PUBLIC PROSECUTOR

SMT.BIMALA BABY

SMT.MAGI PAVITHRAN

SMT.REMYA THOMAS

SHRI.ROSHAN SHAJI

SRI.SIBI THOMAS JACOB

**THIS BAIL APPLICATION HAVING COME UP FOR ADMISSION ON
25.08.2025, THE COURT ON 27.08.2025 PASSED THE FOLLOWING:**

**“C.R.”****BECHU KURIAN THOMAS, J.****-----
B.A. No.9377 of 2025
-----**Dated this the 27th day of August, 2025**ORDER**

Petitioner apprehends arrest in Crime No. 531 of 2025 of Thrikkakara Police Station, which is registered alleging offences punishable under sections 376 and 376(2)(n) of the Indian Penal Code, 1860. Hence, he has filed this application under section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023, seeking anticipatory bail.

2. According to the F.I.R, the accused had, in August 2021, raped the defacto complainant at her apartment in Kozhikode and thereafter promised to marry her and committed sexual intercourse with her repeatedly on 30.03.2022, 22.06.2022 and again in August, 2022 and March, 2023, and thereby committed the offences alleged. The F.I.R was registered on 31.07.2025 alleging incidents that occurred during the period from 01.08.2021 to 31.03.2023.

3. Petitioner claims to be a musician who has staged various performances and is stated to be a budding star in the field. He alleges that there are various persons circulating threats after forming a group, intending



to tarnish his image. Petitioner alleges that it was at this juncture that the defacto complainant has filed her complaint alleging that he had engaged in a physical relationship with her, promising to marry her and thereafter, despite repeated sexual intercourse under the promise of marriage, he backed out of the said promise and thereby committed the offences alleged. Apprehending arrest in the above crime, this bail application has been filed.

4. The defacto complainant has impleaded herself as an additional respondent. In her impleading petition, it is alleged that the petitioner had sexually abused several other victims and granting bail to him would seriously impact their lives. It was also pointed out that the petitioner himself had tendered an apology when the “MeToo movement” intensified in the country and in the year 2021, he made a public apology through his Instagram account. Referring to certain news reports, it was pointed out that various women have been abused by the petitioner and hence, he ought not be granted anticipatory bail. The defacto complainant also stated that after she filed her complaint, she has been receiving several threatening calls from various persons and there has been a cyber attack against her and a visual media even published details which could identify the victim, for which a complaint has already been lodged. The defacto complainant is stated to be under psychiatric treatment for the last two years for recovering from the psychological trauma that she had to undergo after the rape committed by the petitioner and thus the defacto complainant objected to the prayer for grant of bail.



5. Sri. S. Rajeev, the learned counsel for the petitioner contended that the prosecution allegations are false and no such incident as alleged had taken place. It was further submitted that, even if the entire allegations are admitted for the purpose of arguments sake, still, it will only reveal a consensual relationship by persons who were in a relationship, which did not ultimately crystallize into a marriage for reasons of incompatibility. The learned counsel also submitted that the statement of the defacto complainant will clearly reveal that throughout they were maintaining a romantic relationship and the physical relationship was always consensual and further that the last incident was in the month of March, 2023 and thereafter there has not been any relationship between them due to a break up. The learned counsel also submitted that the belated complaint itself indicates that, the allegations are due to an afterthought and that the petitioner is willing to abide by any condition that may be imposed.

6. Smt. Bimala Baby, the learned counsel for the defacto complainant/victim on the other hand contended that the petitioner had indulged in a physical relationship with the defacto complainant without any intention of marrying her and after procuring her consent fraudulently. It was submitted that the victim is a doctor who belongs to the same caste as the petitioner and therefore she believed the words of the accused that he will marry her and it was only on that basis she had engaged in physical relationship. The learned counsel submitted that the petitioner is known to be maintaining physical relationships with several women and various



complaints are now being raised by other women against the petitioner and due to his high clout of influence, he has been successful in suppressing those complaints so far. The learned counsel also submitted that the victim is undergoing psychiatric treatment from the year 2023 onwards for depression which she developed due to the rape and therefore bail ought not to be granted.

7. Smt. Sreeja V., the learned Public Prosecutor contended that the allegations are serious and hence custodial interrogation of the petitioner is necessary as only such an interrogation would reveal the truth of the allegations. It was submitted that another crime as Crime No. 1170 of 2025 has been registered recently against the petitioner before the Central Police Station alleging offences under section 294(b), 354, 354A(i) of Indian Penal Code, 1860 and section 119A of Kerala Police Act, 2011.

8. I have considered the rival contentions and have also perused the statement of the victim.

9. Petitioner is a young musician who claims to be making a mark in the world of music under the pseudonym 'Vedan'. The defacto complainant is a doctor and both are unmarried and in their early thirties. The last physical relationship, according to the defacto complainant herself was in March, 2023 and thereafter there has not been any contact with each other.

10. The defacto complainant filed a complaint on 31.07.2025 before the Commissioner of Police, Kochi, alleging that the accused had sexual intercourse with her repeatedly, under a false promise of marriage,



amounting to rape punishable under the Indian Penal Code, 1860. In her statement, the victim states that she hails from a family of doctors and while she was doing her post graduation in medicine, she became acquainted with the petitioner in the year 2021, through the social media - Instagram. Impressed with the interviews and songs put up by the petitioner on his Instagram account, the defacto complainant messaged him and thereafter they started exchanging messages through mobile phones and started interacting with each other. Subsequently, petitioner came to her apartment in August, 2021 and during their conversation, while sitting on the bed, petitioner is alleged to have requested her permission to kiss her. It is alleged that after obtaining her permission to kiss, he raped her. The defacto complainant also alleges that, petitioner left the apartment only after three days during which period they indulged in physical relationship repeatedly.

11. The defacto complainant has further stated that believing him, she used to interact with each other and that she had even transferred various amounts to his bank account several times to enable him to release his songs and that she had even booked train tickets for him for his travel. The victim also alleges that on 30.03.2022, he came and stayed with her for another three days and again in June 2022, he stayed with her for five days in her apartment and on all those occasions, they had physical relationship. The defacto complainant also alleged that, after she shifted to Ernakulam and in August, 2022, he came and stayed with her in that apartment also for a few days and again they engaged in a physical relationship. The victim



also states that when the caretaker of the apartment enquired about who the petitioner was, she had even informed him that petitioner was her friend. According to the defacto complainant, in March 2023 she along with petitioner and their friends gathered in a house and there also they engaged in a physical relationship. However, in July 2023, though he had promised to come to her apartment, he did not turn up as he had a concert at a place in Ernakulam and she attended the concert with his friends. However, petitioner did not return to her apartment after the concert and refused to pick up her calls. The defacto complainant alleges that on 15.07.2023, petitioner came to her apartment and behaved rudely to her and even alleged that she was toxic and that she is refusing to permit him to have sex with other girls and scolded her and told her that they can break the relationship. According to the defacto complainant, thereafter, petitioner never contacted her and as she fell into depression after the break up, she could not file the complaint. It was also alleged that the defacto complainant expected the petitioner to return and she failed to give the complaint immediately, fearing the reaction of the public. According to the de facto complainant, she decided to file a complaint since petitioner had mentioned in a recent social media post that his present relationship was the first in his life.

12. The statement of the victim has been narrated in detail as above, since, a reading of her version, prima facie, indicates an instance of a romantic relationship which turned sour subsequently and the parties involved broke up their relationship. Though there is a reference that, on the



first occasion, she gave permission only for a kiss, he proceeded to rape her, the statement mentions that after the alleged rape, he continued to stay with her in her apartment for the next three days and again visited her on several occasions and again stayed with her. It is baffling and difficult to comprehend, at this juncture at least, how, if the petitioner had raped her on the first day, she would still have allowed him to remain in her apartment for the following three days or even on later and regularly engage in a physical relationship with him. The above circumstances are prima facie, suggestive of a consensual relationship.

13. Though there are materials to justify a consensual relationship, the defacto complainant has alleged that she had agreed to the physical relationship as the petitioner had put forth a promise of marriage. This leads to the complex issue, often faced by courts of law, to identify whether the alleged promise was only a pretense or whether the promise could not be abided with, due to reasons that are inherent in every relationship.

14. The answer to the above question depends on the circumstances of each case. If a person had absolutely no intention of any marriage and engaged in a physical relationship with a girl after procuring her consent solely on the basis of a promise of marriage, the principle of consent obtained by a false promise of marriage will get attracted. Consent for sexual intercourse on a false promise of marriage and consent on the expectation or assumption of marriage are both different. What separates these two is a thin line. Nevertheless, the fact remains that, labelling a physical intimacy as



rape after a relationship ceases to exist is illogical and harsh.

15. Normally consent is regarded as a choice made after evaluating various aspects. The alternatives available and the possible consequences are factors that go into making the decision of giving consent. Section 375 IPC requires a consent to the sexual act to be given after an understanding of the various consequences of the proposed act, before making a reasoned choice. In the decision in **Dr.Dhruvaram Muralidhar Sonar v. State of Maharashtra and Others** [(2018) SCC Online SC 3100] it has been observed that consent denotes an act of reason coupled with deliberation. It was further explained that it contemplates an active will in the mind of a person to permit the doing of the act complained off. Reference to the decision in **Kaini Rajan v. State of Kerala** [(2013) 9 SCC 113] is also relevant.

16. The distinction between a false promise given with the knowledge that it will be broken, and the breach of a promise which is made in good faith but subsequently not fulfilled, was considered in the decision in **Pramod Suryabhan Pawar v. State of Maharashtra and Another** [(2019) 9 SCC 608] wherein it was observed as follows:

" 16. 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". On the other hand, a breach of a promise cannot be said to be a false promise. To



establish a false promise, the maker of the promise should have had no intention of upholding his word at the time of giving it. The "consent" of a woman under Section 375 is vitiated on the ground of a "misconception of fact" where such misconception was the basis for her choosing to engage in the said act.....

18.To establish whether the "consent" was vitiated by a "misconception of fact" arising out of a promise to marry, two propositions must be established. The promise of marriage must have been a false promise, given in bad faith and with no intention of being adhered to at the time it was given. The false promise itself must be of immediate relevance, or bear a direct nexus to the woman's decision to engage in the sexual act."

17. The above proposition was reiterated by the Supreme Court in **Sonu alias Subhash Kumar v. State of Uttar Pradesh and Another** [(2021) 18 SCC 517] as well. In the above decision, the Court disapproved the allegation of consent procured by a false promise of marriage in a relationship that spanned over a period of one and a half years which did not fructify into marriage. Thus it is evident that merely because a promise to marry did not result in marriage that by itself need not necessarily mean that the sexual relationship was based on a false promise of marriage.

18. In a recent decision in **Mahesh Damu Khare v. State of Maharashtra** [2024 SCC Online SC 3471], it was observed that longer the duration of physical relationship between partners without protest and insistence by the female partner for marriage, it would be indicative of a



consensual relationship rather than a relationship based on a false promise of marriage. Again in the decision in **Prashant vs. NCT of Delhi** [AIR 2025 SC 33] the Supreme Court had observed that merely because a relationship did not crystallise into a marriage is not a reason to assume that the physical intimacy between the parties should be treated as rape. Similarly, in **Amol Bhagwan Nehul vs. State of Maharashtra** [2025 INSC 782] the Supreme Court had observed that a consensual relationship turning sour at a later point in time or partners becoming distant cannot be a ground for invoking the criminal machinery of the State and that such conduct not only burdens the Courts, but blots the identity of an individual accused of such a heinous offence.

19. In yet another recent decision in **Bishwajyothi Chatterjee vs. State of West Bengal and Another** [(2025) 5 SCC 749], the Supreme Court had observed that there is a growing tendency of resorting to initiation of criminal proceedings when relationships turn sour. It was also observed that every consensual relationship, where a possibility of marriage may exist cannot be given a colour of a false pretext to marry, in the event of a fall out.

20. If the break up of a relationship between consenting couples lead to criminal proceedings and consequential arrest, it will have the tendency to destroy the future of an individual. The said proposition assumes significance especially when there are prima facie materials to assume that the relationship was all along consensual in nature and was between persons



who had the ability to comprehend the nature of the act and its consequences. In fact, in a recent decision of this Court in **Sameer Ibrahim v. State of Kerala** [2025 (4) KLT 201], it has been observed that Courts must be conscious when attempts are made to convert consensual sexual relationships as rape, as the allegation may affect the life of youngsters.

21. The circumstances arising in the instant case have to be appreciated in the light of the above legal principles. On such a consideration, it is prima facie discernible that the acquaintance between the petitioner and the defacto complainant commenced in the year 2021 at the instance of the latter herself and continued till March 2023, when the petitioner fell out. There were numerous occasions when they stayed together and had physical relationships. There is no allegation that the alleged promise of marriage was, from the very first instance, false. In such circumstances, denying anticipatory bail to the petitioner would result in serious prejudice.

22. The contention of the defacto complainant based on the new crime registered against the petitioner and another crime that may be registered against him by another woman are not matters under consideration in this case. Those allegations cannot be a determinant in the instant case. Further, the moral virtues or the lack of it of a person accused of an offence, cannot be the criteria for determining the legality of an issue raised against him before a court of law. When confronted with an issue, a court of law cannot



deviate from the circumstances arising in the individual case. Of course, antecedents may have a bearing in appropriate cases.

23. Be that as it may, in the decision in **Sushila Aggarwal and Others v. State (NCT of Delhi) and Another** [(2020) 5 SCC 1], it was held that grant of anticipatory bail is a matter of discretion and the kind of conditions to be imposed or not to be imposed are all dependent on facts of each case, and subject to the discretion of the court. It has also been observed that "limited custody" or "deemed custody" would be sufficient in appropriate cases to facilitate the requirements of the investigating authority, including for fulfilling the provisions of S.27 of the Evidence Act.

24. On a consideration of the circumstances arising in the case, this Court is of the view that though the allegations against the petitioner are serious, custodial interrogation of the petitioner is not required and he is entitled to be released on pre-arrest bail, however, on conditions.

Accordingly, this application is allowed on the following conditions:

(a) Petitioner shall appear before the Investigating Officer from 10.00 AM to 5.00 PM on 09.09.2025 and again at the same time on 10.09.2025 and submit himself to interrogation. The said period shall be treated as limited custody for the purpose of investigation.

(b) If after interrogation, the Investigating Officer proposes to arrest the petitioner, then, he shall be released on bail on him executing a bond for Rs.1,00,000/- (Rupees One Lakh only) with



two solvent sureties each for the like sum before the Investigating Officer.

(c) Petitioner shall appear before the Investigating Officer as and when required and shall also co-operate with the investigation.

(d) Petitioner shall not intimidate or attempt to influence the witnesses; nor shall he tamper with the evidence or contact the victim or her family members;

(e) Petitioner shall not commit any similar offences while he is on bail.

(f) Petitioner shall not leave India without the permission of the Court having jurisdiction.

In case of violation of any of the above conditions or if any modification or deletion of the conditions are required, the jurisdictional Court shall be empowered to consider such applications if any, and pass appropriate orders in accordance with law, notwithstanding the bail having been granted by this Court.

Sd/-

**BECHU KURIAN THOMAS
JUDGE**

vps



APPENDIX OF BAIL APPL. 9377/2025

PETITIONER'S ANNEXURE :

NIL

RESPONDENT'S/S' ANNEXURES

ANNEXURE 1	COPY OF THE FIR ALONG WITH FIS IN CRIME NO.531/2025 OF THRIKKAKARA POLICE STATION

- Annexure R3A** THE TRUE COPY OF THE SCREESHOT OF THE FACE BOOK POST
- Annexure R3B** THE TRUE COPY OF THE FACEBOOK POST PUBLISHED IN PAGE NAMED 'WOMEN AGAINST SEXUAL HARRASMENT' DATED 02.06.2021
- Annexure R3C** A TRUE SCREENSHOT OF THE APOLOGY POST BY PETITIONER
- Annexure R3D** A TRUE COPY OF THE NEWS REPORT ABOUT THE APOLOGY EXPRESSED BY ACCUSED IN THE SEXUAL ALLEGATIONS RAISED AGAINST HIM
- Annexure R3E** A TRUE COPY OF THE NEWS REPORT OF THE STATEMENT MADE BY SARA JOSEPH AGAINST THE ACCUSED
- Annexure R3F** A TRUE COPY OF THE COMPLAINT FILED BEFORE THE CITY COMMISSIONER OF POLICE DATED 02.08.2025
- Annexure R3G** A TRUE COPY OF THE MEDICAL RECORDS OF THE DEFACTO COMPLAINANT
- Annexure R3H** A TRUE COPY OF THE BANK STATEMENTS AND TICKET BOOKING DETAILS
- Annexure R3I** A TRUE COPY OF THE PHOTO OF ACCUSED CELEBRATING BIRTHDAY OF HIS GIRL FRIEND
- Annexure R3J** A TRUE COPY OF THE SCREENSHOTS OF THE ARTICLE
- Annexure R3K** THE PHOTOGRAPHS BETWEEN THE ACCUSED AND DEFACTO COMPLAINANT
- Annexure R3L** A TRUE COPY OF THE MEDICAL CERTIFICATE ISSUED BY DR.INDU C.G., MBBS, M.D. PSYCHIATRIST CERTIFYING THAT THE DEFACTO



2025:KER:65551

Annexure R3M

**COMPLAINANT WAS UNDERGOING TREATMENT FOR
DEPRESSIVE EPISODES SINCE SEPTEMBER 2023**

**A TRUE COPY OF MEDICAL CERTIFICATE OF
PSYCHOTHERAPY TREATMENT ISSUED BY
DR.GAYATHRI S, LIFESPACE INSTITUTE OF
MENTAL HEALTH DATED 18.08.2025 CERTIFYING
THAT THE DEFACTO COMPLAINANT IS
UNDERGOING PSYCHOTHERAPY TREATMENT**