



Deconstructing Consent and Culpability: A Critical Evaluation of Section 69 under the Bharatiya Nyaya Sanhita, 2023

Dharmendra Sharma^{1,*}

¹ Assistant Professor, D.P. Vipra Law College, Sarkanda, Bilaspur, Chhattisgarh, India

* Corresponding author: dharmendrasharmallm1970@gmail.com

ARTICLE INFO

Article history:

Received: 22-07-2026

Received in revised form:
31-07-2026

Accepted: 05-08-2026

Available online: 05-08-2026

Keywords:

Consent

Deceit

Digital Evidence

False Promise of Marriage

Section 69 BNS

Sexual Autonomy

ABSTRACT

Section 69 of the Bharatiya Nyaya Sanhita, 2023 creates a separate offence for sexual intercourse obtained through deceitful means or a promise to marry made without an intention to fulfil it, where the conduct does not amount to rape. This article evaluates whether the provision supplies a coherent and constitutionally defensible response to deception-based sexual exploitation. It uses doctrinal legal research, examining the statutory text, legislative materials, pre-BNS Supreme Court jurisprudence, and reported Supreme Court and High Court decisions through 31 July 2026. The analysis finds that Section 69 appropriately distinguishes calculated deception from rape, but its language leaves unresolved questions concerning causation, proof of initial intent, the scope of 'deceitful means', electronic evidence, and the relationship between criminal liability and failed consensual relationships. Its gender-specific formulation also excludes male, transgender, and non-binary victims and may conflict with constitutional commitments to equality, privacy, dignity, and decisional autonomy. Recent decisions show courts importing the established distinction between a false promise from inception and a later breach of a genuine promise. The article recommends gender-neutral drafting, a clear reliance requirement, objective indicators of initial fraudulent intent, privacy-sensitive digital-evidence procedures, and structured safeguards against arbitrary arrest.

1. INTRODUCTION

On 1 July 2024, the Bharatiya Nyaya Sanhita, 2023 (BNS) came into force, replacing the Indian Penal Code, 1860 (IPC) and restructuring India's substantive criminal law [1, 2]. Section 69 creates a distinct offence where a person has sexual intercourse with a woman by deceitful means, or by a promise to marry made without any intention of fulfilment, and the conduct does not amount to rape. The punishment may extend to ten years' imprisonment, and the offender is also liable to fine [1]. Where digital platforms and messaging records shape proof of intention and consent, questions of algorithmic mediation also intersect with criminal-justice design and the future of investigative work [3]; related work by Pandey and collaborators provides complementary context [3, 4].

The provision responds to a line of cases in which allegations concerning a promise of marriage were prosecuted as rape by reading Section 375 with Section 90 of the IPC. The Supreme Court repeatedly distinguished a promise that was false from its inception and made to obtain sexual intercourse from a genuine promise that later could not be performed [5, 6, 7, 8, 9, 10]. Section 69 places culpable deception in a separate offence rather than requiring every such dispute to be resolved within the law of rape.

That policy choice does not resolve several underlying questions. Section 69 does not separately define the causal relationship between the deception and the sexual act, or prescribe how initial intention is to be proved. Its non-exhaustive explanation extends to inducement, false promises of employment or promotion, and marrying by suppressing identity. These categories raise difficult questions concerning workplace harassment, intimate-partner autonomy, privacy, digital evidence, and the risk that criminal process may be used to recast the breakdown of a consensual relationship as proof of antecedent fraud [11, 12].

This article asks three questions. First, what doctrinal elements should govern Section 69 in light of the existing jurisprudence on consent and misconception of fact? Second, does the provision satisfy constitutional requirements of equality, non-arbitrariness, privacy, dignity, and proportionality? Third, what interpretive and legislative safeguards can ensure that genuine allegations are investigated while a later change of intention or the ordinary failure of a consensual relationship is not treated, without more, as proof of initial deceit?

2. RESEARCH METHODOLOGY AND SCOPE

The article adopts a doctrinal and analytical legal-research method. The primary materials are Section 69 and related provisions of the BNS, the Constitution of India, the former IPC framework, the Bharatiya Sakshya Adhiniyam, 2023 (BSA), the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (POSH Act), and the Special Marriage Act, 1954 [1, 2, 13, 14, 15, 16]. Legislative context is drawn from the 246th Report of the Department-related Parliamentary Standing Committee on Home Affairs and materials compiled by PRS Legislative Research [17, 18].

The case-law analysis proceeds in two stages. The first examines Supreme Court decisions under Sections 375 and 90 of the IPC, which developed the working distinction between a promise that was false when made and the subsequent breach of a bona fide promise. The second examines Supreme Court and High Court decisions reported through 31 July 2026, including rulings from Karnataka, Allahabad, Kerala, and Bombay [19, 20, 21, 22, 23, 24, 25, 26, 27, 28]. These decisions are used cautiously because several arose at the bail or quashing stage and do not constitute findings after a full trial.

The article does not attempt an empirical quantification of complaints, arrests, acquittals, or conviction rates under Section 69. Its conclusions are limited to statutory design, constitutional doctrine, and the interpretive direction visible in reported decisions. Claims of misuse are treated as risks requiring procedural safeguards, not as a reason to discount complaints as a class.

3. STATUTORY ARCHITECTURE AND JURISPRUDENTIAL BACKGROUND

3.1 Elements of the offence

Section 69 creates two routes to liability. The first concerns sexual intercourse obtained by deceitful means. The second concerns sexual intercourse obtained by making a promise to marry a woman without any intention of fulfilling that promise. Under either route, the intercourse must not amount to rape [1]. The explanation is inclusive rather than exhaustive and refers to inducement, a false promise of employment or promotion, and marrying by suppressing identity.

Because the provision does not enumerate its ingredients, a principled reading should require proof of at least five matters: (i) sexual intercourse with a woman; (ii) a representation, promise, concealment, or other alleged deceit; (iii) for the promise-to-marry limb, an absence of intention to fulfil the promise when it was made, and for the broader deceitful-means limb, knowing falsity or dishonest concealment; (iv) a material and operative causal connection between the deceit and the woman's decision to have sexual intercourse; and (v) circumstances that do not amount to rape. Although Section 69 does not separately define reliance, the word 'by' supports a requirement that the deceit induced the sexual act rather than merely accompanied the relationship.

Mens rea is central to the promise-to-marry limb because the statutory language expressly requires an absence of intention to fulfil the promise. A later failure to marry may be relevant evidence, but it cannot by itself establish that the promise was dishonest when made. Courts may consider contemporaneous communications, the duration and course of the relationship, steps taken towards marriage, concealment of an existing marriage, inconsistent commitments, and the timing of repudiation and complaint. No single circumstance should be treated as conclusive.

3.2 The pre-BNS distinction between false promise and breach

Pre-BNS Supreme Court jurisprudence supplies the most developed interpretive framework. In *Uday v. State of Karnataka*, the Court treated the effect of a promise of marriage on consent as fact-specific and examined whether the promise had an immediate and direct connection with the sexual act [10]. *Deepak Gulati v. State of Haryana* distinguished a promise made in good faith that later fails from a promise made only to obtain sexual intercourse [5].

Dhruvaram Murlidhar Sonar v. State of Maharashtra reaffirmed that the later failure of a consensual relationship does not necessarily constitute rape [6]. In *Pramod Suryabhan Pawar v. State of Maharashtra*, the Court formulated a two-part inquiry: the promise must have been false when made, and it must have borne a direct nexus to the woman's decision to engage in the sexual act [8]. *Maheshwar Tigga v. State of Jharkhand* and *Sonu @ Subhash Kumar v. State of Uttar Pradesh* likewise required evidence of fraudulent intention at the inception of the relationship [7, 9].

Anurag Soni v. State of Chhattisgarh illustrates the converse situation: the accused's contemporaneous commitment to marry another woman supported the finding that his promise to the complainant was dishonest from the outset [29]. More recent Supreme Court decisions continue to insist on initial falsity and a proximate connection between the promise and consent [23, 24, 25, 26, 27]. These authorities concern rape and misconception of fact under the IPC rather than Section 69. They are therefore analogically relevant, not mechanically controlling, but their distinction between initial fraud and later breach is consistent with Section 69's express focus on contemporaneous intention.

4. DOCTRINAL AND INSTITUTIONAL PROBLEMS

4.1 Deceit, reliance, and proof of initial intention

The central evidentiary difficulty is temporal. A court must infer a person's intention at the time of a promise from communications, conduct, and events that may extend over months or years. A later refusal to marry is consistent with several possibilities: the promise may have been fraudulent from the outset, or it may have been genuine but later defeated by family opposition, legal impediment, incompatibility, changed economic circumstances, or a change of mind.

Treating non-performance as sufficient proof would erase the line between criminal deceit and the breach of a genuine promise. Requiring direct evidence of subjective intention, however, would make the offence nearly impossible to prove. The proper inquiry is circumstantial and should focus on objective indicators such as concealment of an existing marriage, simultaneous and contradictory commitments, fabricated identity or employment details, communications inconsistent with the asserted promise, and evidence that the promise was used instrumentally to obtain sexual access. Subsequent hostility, delay, or non-performance alone is insufficient.

Causation should be stated with equal precision. The prosecution must show that the deception was a material and operative inducement for the complainant's decision to have sexual intercourse, not merely that a promise was made at some point in the relationship. This requirement follows the reasoning in *Pramod Suryabhan Pawar* and reduces the risk of retrospective criminalisation where intimacy was not induced by the alleged promise [8].

4.2 The conceptual boundary with rape

Section 69 expressly applies only when the intercourse does not amount to rape. This creates a difficult conceptual boundary. Under the former IPC jurisprudence, a promise that induced a legally relevant misconception of fact could vitiate consent and support a rape charge. The BNS now creates a separate offence for specified deception-based intercourse, indicating that not every defect in the informational basis of consent is to be equated with the absence of consent required for rape.

The distinction is defensible if Section 69 addresses non-coercive but culpably manipulative conduct while rape remains governed by Section 63 of the BNS. Difficulty arises when the same facts are charged alternatively under both provisions without explaining their mutually exclusive statutory boundary. Charging decisions should identify why the alleged conduct does or does not fall within Section 63, rather than using Section 69 merely as a fallback where the evidence for rape is weak.

The provision must therefore be described accurately. It does not make every sexual relationship followed by an unfulfilled promise criminal. It punishes sexual intercourse obtained through deceitful means or through a promise to marry made without any intention of fulfilment. The wrong is not

heartbreak, sexual immorality, or premarital intimacy; it is calculated deception that materially interferes with sexual decision-making.

4.3 Employment, promotion, and the POSH framework

The explanation's reference to a false promise of employment or promotion addresses exploitation within unequal professional relationships, but it also overlaps with the POSH Act. Quid pro quo harassment may arise from an express or implied promise of preferential treatment in employment, whether or not the promised benefit is ultimately delivered [14]. Section 69 additionally requires sexual intercourse obtained by deceitful means and the relevant culpable state of mind. A POSH violation is therefore not automatically an offence under Section 69, and the eventual grant of a job or promotion does not legitimise workplace harassment.

The two regimes should be treated as complementary rather than interchangeable. The POSH Act performs preventive and workplace-governance functions through Internal Committee proceedings and employment-related remedies. Section 69 addresses the narrower criminal allegation that deceit resulted in sexual intercourse. Investigators and adjudicators should preserve the distinct elements, procedures, and remedies of each framework.

4.4 Suppression of identity

The statutory expression 'marrying by suppressing identity' is especially uncertain. Identity may be understood to include a person's name, marital status, religion, caste, occupation, nationality, or other attributes, but a penal provision carrying a maximum term of ten years should not leave the relevant category entirely open. The narrowest defensible reading is intentional concealment of a fact that was material to the complainant's decision to marry or have sexual intercourse, coupled with proof that the concealment operated on that decision.

An overbroad interpretation could intrude upon constitutionally protected rights to intimacy and choice of partner. The Supreme Court has recognised decisional autonomy in matters of sexuality, privacy, and marriage in *Justice K.S. Puttaswamy (Retd.) v. Union of India*, *Navtej Singh Johar v. Union of India*, *Joseph Shine v. Union of India*, and *Shafin Jahan v. Asokan K.M.* [30, 31, 32, 33]. Section 69 should not become a means for families or third parties to police consensual inter-caste, inter-religious, or otherwise non-conforming adult relationships.

4.5 Digital representations and electronic evidence

Section 69 allegations increasingly arise from dating applications, matrimonial platforms, social media, and encrypted messaging. Electronic records may illuminate identity, the wording and timing of a promise, contemporaneous plans, and later conduct. Yet isolated screenshots may be selective, incomplete, or altered; disappearing messages, shared accounts, impersonation, and synthetic content further complicate attribution. Courts should distinguish among the content of a communication, its authorship, its integrity, and the completeness of the conversational context.

Investigators should preserve source devices or platform records where lawfully available, collect the full relevant thread rather than only favourable extracts, document chain of custody, and retain metadata or hash values where technically available. Electronic records must be proved in accordance with Sections 61-63 of the BSA [16]. Searches should be limited by time and subject, irrelevant intimate material should be redacted, and both inculpatory and exculpatory records should be retained. Digital evidence may support an inference, but it cannot replace proof of mens rea and causation.

5. CONSTITUTIONAL EVALUATION

5.1 Equality and gender asymmetry

Section 69 identifies the victim as a woman while describing the offender as 'whoever'. It therefore excludes male, transgender, and non-binary victims who may also experience intentional deception that materially affects sexual consent. In reported promise-to-marry cases, the provision has nevertheless operated principally through allegations by women against men.

The gender-specific design may be defended as a response to documented social vulnerability experienced by women, but the classification must remain reasonably connected to the conduct criminalised. The categorical exclusion of other victims is under-inclusive because promises concerning employment, promotion, identity, and marriage can be made by persons of any gender. In *Vimal Vijay v.*

Union of India, the Kerala High Court issued notice on a constitutional challenge to Section 69 in September 2024 [34]. No final merits decision was located as of 31 July 2026, so the question remains open.

Legislative reconsideration should therefore include gender-neutral wording for the victim without abandoning victim-sensitive investigation and trial procedures. Such drafting would better reflect the equality guarantees in Articles 14 and 15 while avoiding stereotypes about agency or vulnerability.

5.2 Privacy, dignity, and decisional autonomy

Assessing initial intention may require examination of intimate communications, relationship history, family negotiations, and the sequence of events. Although such evidence may be relevant, its collection, use, and disclosure must respect the privacy and dignity protected by Article 21 [13, 31]. The issue is not whether intimate facts can ever be examined, but whether the investigation and trial are no more intrusive than necessary and avoid moral judgment about consensual adult intimacy.

Privacy-sensitive procedure should limit extraction to relevant digital material, redact personal details in public orders, and exclude character evidence unrelated to the statutory issues. Section 48 of the BSA expressly makes a victim's character or previous sexual experience irrelevant to consent in a prosecution under Section 69 [16]. Judicial supervision of broad requests for personal communications can protect both the complainant's dignity and the accused's privacy while keeping the inquiry focused on the representation, contemporaneous intention, and reliance.

5.3 Vagueness, proportionality, and criminal process

The maximum sentence of ten years places Section 69 among serious offences, yet the provision supplies no internal gradation between a single act of deceit and sustained exploitation involving concealed identity or abuse of professional authority. Sentencing discretion accommodates factual variety but also risks inconsistency. Relevant factors should include the duration and design of the deception, abuse of power, the complainant's vulnerability, repetition, resulting harm, and the accused's conduct after discovery.

Because criminal process itself can impose severe pre-trial consequences, safeguards should not be framed as disbelief of complainants. Investigators should instead record how the alleged facts satisfy each statutory ingredient, apply governing arrest principles, preserve relevant inculpatory and exculpatory digital material, and facilitate timely judicial review of whether the allegation concerns fraud at inception or only later non-performance.

6. EMERGING JUDICIAL INTERPRETATION UNDER SECTION 69

6.1 Failed relationships and the limits of criminalisation

In *Harshadeep Girish Parlathaya v. State of Karnataka*, the Karnataka High Court quashed a zero FIR under Sections 69 and 115(2) of the BNS where the complaint, read with the record, disclosed a consensual relationship that later ended rather than deception at its inception [19]. The decision emphasises that Section 69 addresses deceit, not the mere termination of a relationship. Its fact-specific quashing analysis should not be converted into a general presumption about long-term relationships.

The Allahabad High Court adopted a similar but carefully limited approach in *Neelesh Ramchandani and 2 Others v. State of Uttar Pradesh and 3 Others*. The record referred to an engagement, a fixed wedding date, invitations, bookings, and other preparations. The Court quashed the Section 69 component because those materials indicated a genuine initial intention to marry, while allowing investigation under Sections 351(2) and 352 of the BNS to continue [20]. The order demonstrates that other alleged wrongdoing may remain investigable even when the elements of Section 69 are absent.

6.2 Legal capacity and knowledge of marital status

Two Kerala High Court decisions considered allegations involving a subsisting marriage. In *Sayooj S. v. State of Kerala*, the Court granted regular bail and expressed prima facie doubt about a promise-to-marry allegation where the complainant was married [21]. In *Akhil N.R. v. State of Kerala*, the Court granted pre-arrest bail where the complainant knew that the accused was already married and the alleged promise was legally incapable of immediate performance [22]. Both rulings were made at the bail stage and expressly did not finally determine the merits of the prosecution.

These decisions should not be read as a blanket rule that a married person cannot be deceived. An accused may falsely claim to be divorced, conceal a subsisting marriage, or make another material

misrepresentation that induces sexual intercourse. The relevant inquiry remains fact-specific: the legal capacity to marry, each party's knowledge, the precise representation, its causal role, and the accused's intention when it was made.

6.3 Continuity with Supreme Court doctrine

The emerging High Court cases largely carry forward the Supreme Court's pre-BNS distinction between a promise that was false at inception and a genuine promise that was breached later. The Supreme Court reiterated that distinction in *Prashant, Biswajyoti Chatterjee, Amol Bhagwan Nehul, Samadhan Sitaram Manmothe, and Pramod Kumar Navratna* [23, 24, 25, 26, 27]. Those decisions interpret the IPC framework and therefore remain persuasive by analogy; Section 69's express requirement of an absence of intention to fulfil makes their central distinction particularly relevant.

At the same time, quashing should remain exceptional where the complaint and supporting material plausibly disclose initial deceit. Relationship duration is relevant but not decisive, and threshold review should not become a mini-trial. In *Anusaya Raosaheb Navpute and Another v. State of Maharashtra and Another*, the Bombay High Court quashed a Section 69 FIR on the basis of the adult parties verified settlement; the order was procedural and did not decide the ingredients of the offence on their merits [28]. Bail, quashing, and settlement orders must therefore be cited with their procedural limits.

7. RECOMMENDED LEGISLATIVE AND JUDICIAL SAFEGUARDS

Section 69 addresses a genuine mode of sexual exploitation, but its fair operation depends on precise elements and disciplined procedure. Table 1 summarises the principal interpretive risks and corresponding safeguards.

Table 1. Interpretive risks and proposed safeguards for Section 69

Issue	Principal risk	Proposed safeguard
Initial intention	Non-performance treated as proof of fraud	Require objective indicators that the promise was dishonest when made.
Causation	Any promise within a relationship triggers liability	Require proof that the deception materially induced the sexual act.
Identity	Open-ended moral or communal policing	Limit concealment to facts materially relevant to marriage or consent.
Arrest and disclosure	Disproportionate pre-trial harm and privacy intrusion	Record statutory ingredients, apply arrest safeguards, and restrict irrelevant disclosure.
Gender coverage	Exclusion of male, transgender, and non-binary victims	Adopt gender-neutral substantive drafting with victim-sensitive procedure.
Digital integrity	Selective screenshots, altered material, or loss of conversational context	Preserve source records and metadata, authenticate under the BSA, and retain the full relevant thread.

First, legislation should define deceit as a knowingly false representation, dishonest concealment, or promise made without an intention to perform. Second, it should expressly require that the misrepresentation be material and operate as an inducement for the sexual act. Third, the explanation concerning identity should identify materially relevant categories and exclude concealment unrelated to the complainant's decision. Fourth, the offence should be drafted in gender-neutral terms. Fifth, procedural guidance should require privacy protection, reasoned arrest decisions, and prompt preservation of relevant inculpatory and exculpatory digital evidence.

Courts should continue to separate initial fraud from subsequent breach without turning contextual facts into fixed proxies. Family involvement, engagement, or the duration of a relationship may be relevant but is not determinative. Conversely, concealment of an existing marriage, fabricated identity, or contradictory contemporaneous communications may strongly support an inference of deceit. Orders should explain the connection among the alleged representation, the accused's intention, and the complainant's reliance rather than rely on generalisations about modern relationships.

Charging guidance should also clarify when alleged conduct falls under Section 69 rather than rape under Section 63, when workplace misconduct should additionally proceed under the POSH Act, and how independently alleged offences such as intimidation or hurt should be investigated. Such guidance would improve consistency without foreclosing genuine claims.

8. CONCLUSION

Section 69 of the BNS recognises that deliberate deception can wrongfully interfere with sexual autonomy even where the conduct does not satisfy the statutory definition of rape. Creating a separate offence can prevent the rape framework from being stretched to every dispute involving an unfulfilled promise. The provision nevertheless remains doctrinally incomplete. Its broad language, gender asymmetry, uncertain causal requirement, and serious procedural consequences risk inconsistent application and intrusion into consensual adult relationships.

The most defensible interpretation is narrow but workable: liability should arise only where credible evidence shows a knowingly false representation, a promise made without intention to perform, or dishonest concealment at the relevant time, and where that deceit materially induced the sexual act. A subsequent break-up or failure to marry cannot, by itself, carry that burden. Recent High Court decisions generally follow this approach by drawing on the Supreme Court's established distinction between false promise and breach.

Legislative clarification is preferable to uneven case-by-case development. Gender-neutral wording, an express causation requirement, objective indicators of initial intention, structured sentencing principles, and privacy-sensitive digital-evidence procedures would bring Section 69 closer to the constitutional values of equality, dignity, personal liberty, and fair trial. Until then, courts must protect complainants from exploitation by false pretences while ensuring that criminal law is not used to enforce marriage promises or resolve the ordinary breakdown of intimate relationships.

ACKNOWLEDGEMENT

The author declares that this study received no external funding and that there are no conflicts of interest.

REFERENCES

- [1] Bharatiya Nyaya Sanhita, 2023, Act No. 45 of 2023, s. 69. <https://www.indiacode.nic.in/bitstream/123456789/20062/1/a202345.pdf>; Ministry of Home Affairs, Notification S.O. 850(E), 23 February 2024 (commencement from 1 July 2024). https://www.mha.gov.in/sites/default/files/BhartiyaNyayaSanhita_24022024.pdf
- [2] Indian Penal Code, 1860, Act No. 45 of 1860, ss. 90, 375, and 415.
- [3] Pandey, J. K., & Kumar, R. (2025). Governing the algorithmic agent: Confronting overt and covert challenges to justice and the future of work. *International Journal of Law Management & Humanities*, 8(4), 1974–1984. <https://doi.org/10.1000/IJLMH.1110648>
- [4] Veeraiah, V., Naga Ganesh, C., Bhavagna, L., Pradeep, S., Pandey, J. K., & Gupta, A. (2026). Digital transformation and leadership: Managing transition to a tech-driven business with big data. In *Proceedings of the NIELIT International Conference on Communication*.
- [5] Deepak Gulati v. State of Haryana, (2013) 7 SCC 675.
- [6] Dhruvaram Murlidhar Sonar v. State of Maharashtra, (2019) 18 SCC 191.
- [7] Maheshwar Tigga v. State of Jharkhand, (2020) 10 SCC 108.
- [8] Pramod Suryabhan Pawar v. State of Maharashtra, (2019) 9 SCC 608.
- [9] Sonu @ Subhash Kumar v. State of Uttar Pradesh, (2021) 18 SCC 517.
- [10] Uday v. State of Karnataka, (2003) 4 SCC 46.
- [11] Maheshwari, A., & Sharma, A. (2025). Section 69 of Bharatiya Nyaya Sanhita: A criminal fraud. *Vishwakarma University Law Journal*, 5(1), 1-18. <https://vulj.vupune.ac.in/archives8/Section%2069%20of%20BNS%20A%20Criminal%20Fraud.pdf>
- [12] Singh, S., & Vikram, K. (2024, November 12). Promises, prejudices and perils: Unveiling the complexities of Section 69, Bharatiya Nyaya Sanhita, 2023. *NLIU Law Review Blog*. <https://nliulawreview.nliu.ac.in/blog/promises-prejudices-and-perils-unveiling-the-complexities-of-section-69-bharatiya-nyaya-sanhita-2023/>
- [13] Constitution of India, arts. 14, 15, 20(1), and 21.
- [14] Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, Act No. 14 of 2013.
- [15] Special Marriage Act, 1954, Act No. 43 of 1954.

- [16] Bharatiya Sakshya Adhiniyam, 2023, Act No. 47 of 2023, ss. 48 and 61-63. https://www.mha.gov.in/sites/default/files/2024-04/250882_english_01042024_0.pdf
- [17] Department-related Parliamentary Standing Committee on Home Affairs. (2023). 246th Report on 'The Bharatiya Nyaya Sanhita, 2023'. Rajya Sabha Secretariat. https://sansad.in/getFile/rsnew/Committee_site/Committee_File/ReportFile/15/188/246_2023_11_16.pdf?source=rajasabha
- [18] PRS Legislative Research. (2023). The Bharatiya Nyaya Sanhita, 2023: Standing Committee report summary. <https://prsindia.org/billtrack/prs-products/standing-committee-report-summary-4278>
- [19] Harshadeep Girish Parlatthaya v. State of Karnataka, W.P. No. 35036 of 2024 (GM-RES) (Karnataka High Court, 4 March 2026). <https://indiankanoon.org/doc/27171756/>
- [20] Neelesh Ramchandani and 2 Others v. State of Uttar Pradesh and 3 Others, Criminal Misc. Writ Petition No. 450 of 2025, 2026:AHC:20369-DB (Allahabad High Court, 29 January 2026). <https://elegalix.allahabadhighcourt.in/elegalix/WebDownloadOriginalHCJudgmentDocument.do?translatedJudgmentID=81307>
- [21] Sayooj S. v. State of Kerala, Bail Application No. 7916 of 2025, 2025:KER:48012 (Kerala High Court, 2 July 2025). https://www.verdictum.in/pdf_upload/2025-ker-48012-1726000.pdf
- [22] Akhil N.R. v. State of Kerala, Crl. Appeal No. 660 of 2026, 2026:KER:41967 (Kerala High Court, 12 June 2026). <https://indiankanoon.org/doc/65378911/>
- [23] Prashant v. State (NCT of Delhi), 2024 INSC 879, arising out of SLP (Crl.) No. 2793 of 2024 (Supreme Court of India, 20 November 2024). https://api.sci.gov.in/supremecourt/2024/4198/4198_2024_8_1501_57325_Judgement_20-Nov-2024.pdf
- [24] Biswajyoti Chatterjee v. State of West Bengal & Anr., 2025 INSC 458, arising out of SLP (Crl.) No. 4261 of 2024 (Supreme Court of India, 7 April 2025). https://api.sci.gov.in/supremecourt/2024/11440/11440_2024_7_1503_60780_Judgement_07-Apr-2025.pdf
- [25] Amol Bhagwan Nehul v. State of Maharashtra & Anr., 2025 INSC 782, arising out of SLP (Crl.) No. 10044 of 2024 (Supreme Court of India, 26 May 2025). https://api.sci.gov.in/supremecourt/2024/32615/32615_2024_5_1501_62109_Judgement_26-May-2025.pdf
- [26] Samadhan S/o Sitaram Manmothe v. State of Maharashtra & Anr., 2025 INSC 1351, Criminal Appeal No. 5001 of 2025 (Supreme Court of India, 24 November 2025). https://api.sci.gov.in/supremecourt/2025/19350/19350_2025_4_1502_66141_Judgement_24-Nov-2025.pdf
- [27] Pramod Kumar Navratna v. State of Chhattisgarh & Ors., 2026 INSC 124, arising out of SLP (Crl.) No. 4452 of 2025 (Supreme Court of India, 5 February 2026). <https://indiankanoon.org/doc/14661038/>
- [28] Anusaya Raosaheb Navpute and Another v. State of Maharashtra and Another, Criminal Application Nos. 2117 and 2118 of 2026, 2026:BHC-AUG:30353 (Bombay High Court, 23 July 2026). <https://indiankanoon.org/doc/46674534/>
- [29] Anurag Soni v. State of Chhattisgarh, (2019) 13 SCC 1.
- [30] Joseph Shine v. Union of India, (2019) 3 SCC 39.
- [31] Justice K.S. Puttaswamy (Retd.) v. Union of India, (2017) 10 SCC 1.
- [32] Navtej Singh Johar v. Union of India, (2018) 10 SCC 1.
- [33] Shafin Jahan v. Asokan K.M., (2018) 16 SCC 368.
- [34] Vimal Vijay v. Union of India & Ors., W.P.(C) No. 31598 of 2024 (Kerala High Court, order issuing notice, 9 September 2024). <https://www.verdictum.in/court-updates/high-courts/vimal-vijay-v-union-of-india-ors-wpc-no-31598-2024-rape-false-promise-to-marry-1551006>