NEUTRAL CITATION

2026:GUJHC:66354-DB

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/CRIMINAL APPEAL (AGAINST ACQUITTAL) NO. 2273 of 2026

FOR APPROVAL AND SIGNATURE:

HONOURABLE MR. JUSTICE ILESH J. VORA

and

HONOURABLE MR. JUSTICE R. T. VACHHANI

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Approved for Reporting	Yes	No

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XYZ VICTIM

Versus

STATE OF GUJARAT & ANR.

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Appearance:
MR RISHABH R JAIN(12326) for the Appellant(s) No. 1
MR LB DABHI, APP for the Opponent(s)/Respondent(s) No. 1

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CORAM:**HONOURABLE MR. JUSTICE ILESH J. VORA**

and

HONOURABLE MR. JUSTICE R. T. VACHHANI

Date : 21/10/2026

ORAL JUDGMENT

(PER : HONOURABLE MR. JUSTICE R. T. VACHHANI)

1. Being aggrieved and dissatisfied with the judgment and order of acquittal dated 31.01.2026 passed by the learned Additional Sessions Judge, Court No.7, City Civil and Sessions Court, Ahmedabad, in Sessions Case No.457 of 2021, whereby the respondent-accused came to be acquitted for the offences punishable under Sections 376, 376(2)(n) and 323 of the Indian Penal Code, the appellant-State has preferred the present appeal, under Section 413 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (“BNSS” for short).

2. The brief facts leading to the filing of the present appeal are as under:

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2.1. The complainant, who is also the victim, was pursuing her studies in the second year at a college at Usmanpura, Ahmedabad. She and the respondent-accused were in a relationship for about a year prior to the incident. The respondent-accused was employed at a showroom. According to the complainant, on the morning of 13.08.2019 she went to the house of the respondent-accused, and both of them thereafter presented themselves at a police station. The parents and the uncle of the respondent-accused took her from the police station. It is alleged that the respondent-accused was of a tender age, a mutual agreement came to be executed between the two on 14.08.2019. The respondent-accused allegedly induced her with a promise to marry him upon attaining the marriageable age and kept her with him. For about two months, they resided at his house, during which period he allegedly established physical relations with her forcibly, on the false promise of marriage, and assaulted her whenever she refused. Owing to differences between her and the parents of the respondent-accused, the couple later shifted to a rented house at Gujarat Ratna Society, Ranip, where the respondent-accused allegedly continued to commit the same acts. He also allegedly demanded money from her and assaulted her when she declined.

2.2. The complainant further alleged that on the morning of 29.01.2020, the respondent-accused told her that they would marry on her birthday, which fell on 31.01.2020, and asked her to get the agreement cancelled. When she refused, he threatened to take his own life. Frightened by the threat, the agreement was cancelled by mutual consent. The respondent-accused thereafter took her on a motorcycle to the Motera Stadium and left her on the road. She returned to her father’s house by auto-rickshaw and, accompanied by her father, lodged the complaint.

2.3. The complaint, lodged on 30.01.2020, came to be registered at

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Vadaj Police Station as First C.R. No.11191023200089 of 2020 for the offences punishable under Sections 376, 376(2)(n) and 323 of the Indian Penal Code. During the course of investigation, the Investigating Agency recorded the statements of the concerned witnesses and drew a panchnama of the place of offence in the presence of panchas. The clothes of the victim and of the respondent-accused were seized under panchnamas, both of them were medically examined, and the medical samples were seized and forwarded to the Forensic Science Laboratory for analysis. The respondent-accused was arrested on 08.02.2020 and was subsequently released on bail. Upon conclusion of the investigation, a charge-sheet was filed on 24.09.2020 before the Court of the learned Additional Chief Metropolitan Magistrate, Court No.9, Ahmedabad, in Criminal Case No.51051 of 2020. As the offences were exclusively triable by the Court of Session, the learned Magistrate, after due compliance with Section 207 of the Code of Criminal Procedure, 1973 ("the Code" for short), committed the case to the learned Sessions Court under Section 209 of the Code, and it came to be registered as Sessions Case No.457 of 2021.

2.4. The charge for the offences punishable under Sections 376, 376(2)(n) and 323 of the Indian Penal Code was framed by the learned Sessions Court on 23.08.2022 at Exh.-4. The plea of the respondent-accused was recorded at Exh.-5, wherein he denied the charge and claimed to be tried. The prosecution thereupon adduced oral and documentary evidence and closed its case by filing a closing purshis at Exh.-67. The further statement of the respondent-accused under Section 313 of the Code was thereafter recorded, wherein he stated that his mother had lodged a complaint against the victim at Vadaj Police Station, being C.R. No.11191023200090 of 2020, for the offences punishable under Sections 323 and 294(b) of the Indian Penal Code, and that, to escape the

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consequences of that complaint, the victim had filed a false complaint against him. He denied having established physical relations forcibly, having demanded money, or having assaulted the victim, and stated that, since he had not attained the age of marriage, it could not be believed that he had induced her with a promise of marriage. He did not examine himself on oath or lead any defence evidence. Upon appreciation of the evidence, the learned Sessions Court, by the judgment and order dated 31.01.2026, acquitted the respondent-accused, namely Pavan Shaileshbhai Parmar, of the offences punishable under Sections 376, 376(2)(n) and 323 of the Indian Penal Code, by giving him the benefit of doubt under Section 235(1) of the Code. Being aggrieved, the appellant-State has preferred the present appeal.

3. Submissions on behalf of the Learned Advocate for the appellant:

3.1. Learned advocate for the appellant-victim has assailed the impugned judgment and order of acquittal passed by the learned Sessions Court in favour of Respondent No. 2 for the offences punishable under Sections 376, 376(2)(n) and 323 of the Indian Penal Code, 1860. He has submitted that the learned Sessions Court has erred in law and on facts, that the impugned judgment is patently illegal and contrary to the material on record, and that it has resulted in a miscarriage of justice.

3.2. It is submitted that the appellant, being the victim, is entitled to challenge the order of acquittal under the proviso to Section 372 of the CrPC. He has contended that this Court, as the first appellate court, has the power to re-appreciate the entire evidence, and that interference is called for where the view taken is not a possible view, where material evidence has been ignored, or where the law has been misread.

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3.3. Learned advocate for the appellant has submitted that the acquittal rests mainly on the finding that the fresh agreement dated 29.01.2020 cancelled the earlier agreement dated 14.08.2019. He has fairly stated that the appellant does not deny the execution of the fresh agreement. However, he has submitted that the learned Sessions Court ought to have considered the circumstances in which it was executed. According to him, on 29.01.2020 Respondent No. 2 informed the appellant that the parties would marry on 31.01.2020, which was the appellant's birthday, and on that assurance the earlier understanding was to be done away with. He has further submitted that Respondent No. 2 physically assaulted the appellant, and that the fresh agreement was therefore procured on the pretext of marriage and under threat. An agreement so obtained, he has argued, cannot be treated as a valid or voluntary document, and the learned Sessions Court erred in relying upon it to acquit Respondent No.2.

3.4. It is further submitted that the learned Sessions Court has not recorded any reasoning or factual finding on the physical assault. He has pointed out that, as per the testimony of the medical officers and the documents on record, multiple injury marks were present on the body of the appellant, which establishes that she was physically assaulted by Respondent No. 2. He has submitted that this evidence has not been discussed at all in the impugned judgment, and that this omission by itself renders the order of acquittal improper.

3.5. Learned advocate for the appellant has submitted that the learned Sessions Court itself noted that the appellant stood by her statements in both her examination-in-chief and her cross-examination. Despite this, her testimony was not relied upon, and no reasons were assigned for discarding it. He has contended that the testimony of the victim is of

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utmost relevance, and that rejecting it without any legal reasoning shows non-application of mind and warrants interference.

3.6. It is also submitted that the fresh agreement is dated 29.01.2020 and the FIR was registered on 30.01.2020, that is, on the very next day. He has argued that this is not a case of afterthought on the part of the appellant. The theory of afterthought could have been applied only if the police had been approached after delay, and no such delay occurred.

3.7. He has further submitted that the learned Sessions Court misinterpreted the provisions of Sections 376, 376(2)(n) and 323 of the IPC and failed to consider the material on record. According to him, the learned Sessions Court took irrelevant factors into consideration and misdirected itself in passing the impugned judgment, which is therefore illegal, unjust and against the provisions of law.

3.8. Without prejudice, he has submitted that even if the fresh agreement were assumed to be valid, it cannot efface the offences alleged, nor can it answer the independent offence under Section 323 of the IPC, which is supported by medical evidence.

3.9. On these grounds, learned advocate for the appellant has urged that the view taken by the learned Sessions Court is not a possible view. He has prayed that the appeal be allowed, the impugned judgment and order of acquittal be quashed and set aside, and Respondent No. 2 be convicted and sentenced in accordance with law.

4. Submissions on behalf of the Learned APP for the respondent-State:

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4.1. Learned APP for the respondent-State has supported the submissions of the learned advocate for the appellant. He has submitted that the learned Sessions Court has committed a manifest error in appreciating the evidence and that the acquittal is not sustainable in law.

4.2. He has submitted that the learned Sessions Court found that the victim stood by her version in her examination-in-chief and cross-examination, yet discarded her testimony without assigning any reason. According to him, the testimony of a victim, if found consistent and trustworthy, can by itself form the basis of a conviction, and it cannot be rejected on the strength of a subsequent agreement.

4.3. Learned APP has further submitted that the medical evidence, which records multiple injury marks on the body of the victim, lends direct support to the allegation of physical assault under Section 323 of the IPC, and that the learned Sessions Court has altogether failed to consider it. He has also submitted that the learned Sessions Court did not examine the circumstances in which the fresh agreement dated 29.01.2020 was executed, namely the assurance of marriage on 31.01.2020 and the alleged assault, and that an agreement made in such circumstances cannot be treated as a free consent or as a defence to the offences charged.

4.4. It is further submitted on behalf of the State that the FIR was registered on 30.01.2020, one day after the fresh agreement, so there was no delay and no scope for the theory of afterthought. He has contended that the learned Sessions Court misread Sections 376, 376(2)(n) and 323 of the IPC and arrived at a view that is not a possible view on the evidence on record, ignoring material evidence and resulting in a miscarriage of justice.

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4.5. Learned APP therefore on the same flow and force has prayed that the appeal be allowed and the impugned judgment and order of acquittal be set aside.

5. We have heard the learned APP for the State, at the stage of admission and carefully examined the oral and documentary evidence adduced before the learned Sessions Court.

6. The learned Sessions Court first relied on the history which the victim herself gave to the doctor who treated her. In that history she clearly stated that she recognised the accused for one year, that the two were in love, and that for the last eight months they had been living together under a friendship agreement (maitri karar). On this basis the learned Sessions Court held that nothing on record shows that the accused took the victim to his house against her will under that agreement, or that he established physical relations with her against her will. We find no infirmity in this view. The history was recorded when the victim was being medically treated, long before she gave her deposition in Court. It is a contemporaneous account in her own words, and it describes a consensual and continuing relationship. It does not describe force, coercion or deceit. The prosecution has not explained how this account can be reconciled with the allegation of forcible sexual intercourse.

7. The deposition of the victim’s father, in cross-examination, was that the victim went to stay with the accused after asking him, and that when she went she had entered into the agreement with her consent. He admitted that the friendship agreement between the victim and the accused had since been cancelled. He also admitted that, while his daughter was away from his house and living with the accused, and after

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she returned, he gave no written application against the accused at any police station. The learned Sessions Court held that this deposition does not support any allegation against the accused. We find that a father who permits his daughter to go, who does not complain at any stage while she is away, and who does not dispute that she acted with consent cannot be said to support a case of forcible intercourse. His silence and inaction at the relevant time, together with his admissions, weaken the prosecution case.

8. The deposition of the victim's uncle (PW-13) is to the same effect. In cross-examination he admitted that the victim went with the accused of her own will. The learned Sessions Court did not find in this deposition any incriminating circumstance against the accused. We find that the admission is simple and unqualified, and it is inconsistent with the allegation that the victim was taken away or kept against her wishes.

9. The deposition of Hiraben Parmar (PW-14), the owner of the house in which the accused and the victim lived, shows that the victim and the accused stayed in her house as husband and wife. In cross-examination she admitted that the victim never told her that her husband was harassing her. The learned Sessions Court held that her deposition does not support the allegation of coercion or ill-treatment. We find no error in this finding. She is an independent witness who saw the couple's daily life. Had the victim been forced into the relationship, or beaten and threatened as alleged, some complaint or sign of distress would ordinarily have come to the notice of the person with whom she lived. Her deposition indicates the contrary, and it also supports the prosecution's own case that the parties lived together as a couple during the relevant period.

10. Having regard to the sum and substance of the conclusions arrived

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at by the learned Sessions Judge, it transpires that the appellant herein, the prosecutrix, entered into a deed of understanding with the contesting respondent. At the time of executing the said deed, the respondent was 20 years of age. They decided to live together on their own volition, without any coercion or pressure on the part of any third person. The relevant portions of the said deed, in vernacular language dated 14.08.2019, are reproduced hereinbelow in translation form:

> *"We, the Party of the Second Part, are dependent on the Party of the First Part, and will remain so, only as long as we wish and as long as we have trust in them. The Party of the First Part has not offered us any greed, temptation, or threat to make us stay with them. We have done this of our own free will, willingly, and voluntarily. No pressure or coercion has been applied to us by anyone, and no inducement or allurement has been offered to us. We have made this decision while in a sound state of mind and with free consent."*

11. The prosecutrix, described therein as the party of the other part, declared that she would reside in the company and under the shelter of the party of the first part so long as it was her wish and she had trust in him. She further declared that no allurement or inducement had been held out to her to live with the party of the first part, and that she had executed the deed of her own free will, willingly and voluntarily. It was further stipulated that they would take decisions regarding their life by their own free will, and that on the party of the first part attaining the age of majority, namely 21 years, they would marry each other of their own will and consent, and the parties gave an undertaking to that effect.

12. Subsequently, on 29.01.2020, a further deed of understanding was executed between the parties. It recited that the parties were then pursuing their studies and that, of their own free will and without any harassment or threat, they had decided to live separately. By this deed, the earlier

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deed, along with its terms, conditions and recitals, came to be cancelled by the consensus arrived at between the parties.

13. The subsequent deed of understanding dated 29.01.2020, by which the parties themselves cancelled the earlier friendship agreement of 14.08.2019, records that they had lived together by mutual consent, that differences in temperament had arisen, and that they had decided to part of their own free will, without any greed, allurement, pressure or threat, so that the prosecutrix could continue her studies. This contemporaneous document, executed at the very end of the period alleged in the charge, contains no recital of any beating, any threat to die, or any forcible intercourse, and is wholly consistent with the admissions of the prosecutrix's father and uncle that she had gone and stayed with the accused of her own will and that the agreement stood cancelled.

14. When two adults, after living together for several months under a written arrangement that itself declared free consent, mutually put an end to that arrangement by a further written instrument that again affirms the absence of coercion, the prosecution case that the relationship was throughout the product of a false promise of marriage and of repeated force becomes difficult to sustain. The cancellation deed though not required to be executed compulsorily in law, therefore lends direct support to the finding that the physical relationship, such as it was, rested on the continuing consent of the prosecutrix and that the separation was voluntary.

15. What transpires from the aforesaid is, admittedly, that at the time of executing the first deed of understanding the respondent had not yet attained the marriageable age. The deed dated 14.08.2019 was executed in that backdrop, and it remained in operation until the said agreement

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came to be rescinded and cancelled by the subsequent deed. It is thus admitted that during the intervening period the parties, and the appellant herein in particular, resided with the respondent of her own consent and volition, and without any force or coercion applied by any person, including the respondent herein.

16. Further, even otherwise, an agreement of this nature is opposed to public policy. Even if it is considered that at the time of executing the deed of understanding the respondent was 20 years of age, and 21 years in continuity thereof, he cannot be said to have entered into an agreement enforceable in law. The very purpose of the agreement was that, on attaining the marriageable age, the respondent would marry the appellant herein. The probative value of such a document, with regard to contracting a marriage by a person who was not competent to contract it by reason of the debarment of age, is nil. Such a document cannot be said to be a legal one, and it is otherwise one against public policy and against the law. This is irrespective of the fact that any breach or violation cannot be executed by initiating compelling issues like putting prosecution in motion, as the allegations and statements of it, would have to be established by leading substantial evidence. However, the document cannot be used in the manner alleged by the prosecutrix herein. The present case is not one of a promise to marry made with a dishonest intention from the very inception, so as to obtain sexual favours under the guise of such a promise. Here, the parties entered into a written agreement by mutual consent to live together, and thereafter, by another deed, mutually cancelled it. The prosecutrix, being a major, resided with the respondent of her own consent, and the case therefore cannot be brought within the ambit of rape on the premise of a false promise of marriage.

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17. The learned Sessions Court also found that the defence had brought out material contradictions and omissions in the evidence of the victim, the complainant, on record. It noted that the panch witnesses did not support the contents of the panchnamas and were declared hostile by the prosecution. It further noted that the Investigating Officer admitted in cross-examination that the original agreements referred to in the complaint were never seized during the investigation. We find these findings to be well founded.

18. The victim's deposition is the foundation of the case. When it is shown to be inconsistent, and the supporting witnesses either turn away from the prosecution or give evidence favourable to the accused, it cannot be called wholly reliable and free from doubt. The failure to seize the original agreements is a serious omission, because the prosecution case is built around those very agreements and the representations said to have been made under them. The panchnamas have no value when the panch witnesses did not support them. The deeds must be read with the evidence that the original agreements were not seized during the investigation, and that the panch witnesses did not support the panchnamas. This does not help the prosecution. The prosecution built its case on these agreements and the representations said to have been made under them, yet it did not secure the originals. It has therefore not proved how the agreements were obtained or that they were procured by deception. The recitals in the deeds on record remain unrebutted.

19. The learned Sessions Court has righly held that the evidence of the doctors and the Investigating Officer does not prove beyond doubt that the accused committed the offence charged, that no case is made out linking the accused with the crime, and that the documents produced by the Investigating Officer contain nothing connecting him with it. It

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transpires that the medical evidence and investigative material can show that an incident took place or that certain steps were taken, but they cannot take the place of reliable evidence of the accused's involvement. Where the main evidence is itself doubtful, such supporting material cannot fill the gap.

20. The learned Sessions Court also considered the judgments cited by the parties. It held that the judgment cited for the complainant does not help the prosecution because its facts and circumstances differ from the present case, while the judgments cited for the defence partly support the stance of the accused.

21. In the absence of any contrary material before us, we see no reason to take a different view. Finally, the learned Sessions Court concluded that, from 13.08.2019 to 29.01.2020, the prosecution had not proved beyond reasonable doubt the allegations that the accused gained the victim's trust and kept up a love relationship with her, lured her with a promise of marriage and entered into agreements, repeatedly had forcible intercourse with her at Vasuki Nagar Vibhag-2, Juna Vadaj, Ahmedabad, and at Gujarat Ratna Society, Ranip, Ahmedabad, later refused to marry her, threatened to die, and had the agreement cancelled, and beat her and repeatedly raped her. The learned Sessions Court therefore has rightly answered Point No. 1 in the negative and proceeded to pass the final order on Point No. 2.

SCOPE OF INTERFERENCE IN AN APPEAL AGAINST ACQUITTAL:

22. We would like to place on record the scope of interference in an appeal against the acquittal and when the same is justified. In exceptional

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cases, where there are compelling circumstances and the judgment under appeal is found to be perverse, the appellate court can interfere with the judgment of acquittal. The Appellate Court should consider the presence of innocence of the accused and further that, the trial Court's acquittal bolsters the presumption of his innocence. Interference in a routine manner, where the other view of possible should be avoided, unless there are reasons for interference, as the same has been laid down by the Hon'ble Supreme Court, in the case of Tulasareddi @ Mudakappa & Anr. v. The State of Karnataka & Ors., 2026 INSC 67. At this stage, we may refer to the decision in case of ***Ravish Singh Rana v. State Of Uttarakhand, 2025 (0) AIJEL-SC 75286***, the relevant paragraphs of which read as under:

> *"11. In Pramod Suryabhan Pawar (supra), this Court held that 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". However, a mere breach of a promise cannot be said to be a false promise. Therefore, to establish a false promise, it would have to be demonstrated that the maker of the promise had no intention of upholding his word at the time of making the promise.*
>
> *12. In* ***Deepak Gulati v. State of Haryana, (2013) 7 SCC 675*** *this Court observed:*
>
> > *"21. Consent may be express or implied, coerced or misguided, obtained willingly or through deceit. Consent is an act of reason, accompanied by deliberation, the mind weighing, as in a balance, the good and evil on each side. There is a clear distinction between rape and consensual sex and in a case like this, the court must very carefully examine whether the accused had actually wanted to marry the victim, or had mala de motives, and had made a false promise to this effect only to satisfy his lust, as the latter falls within the ambit of cheating or deception. There is a distinction between the mere breach of a promise and not fullling a promise. Thus, the court must examine whether there was made, at an early stage, a false promise of marriage by the accused; and whether the consent*

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> *involved was given after fully understanding the nature and consequences of sexual indulgence. There may be a case where the prosecutor agrees to have sexual intercourse on account of her love and passion for the accused, and not solely on account of misrepresentation made to her by the accused, or where an accused on account of circumstances which he could not have foreseen, or which were beyond his control, was unable to marry her, despite having every intention to do so. Such cases must be treated differently. An accused can be convicted for rape only if the court reaches to a conclusion that the intention of the accused was mala de, and that he had clandestine motives."*
>
> *13. In* ***Sonu @ Subash Kumar v. State of Uttar Pradesh & another, (2021) 18 SCC 517*** *this Court quashed the FIR and the proceedings arising therefrom upon noticing that (1) relationship between appellant and the second respondent was of consensual nature; (2) parties were in relationship for a period of one-and- a-half years; and (3) subsequently, appellant had expressed disinclination to marry the second respondent which led to registration of FIR."*

23. While applying the aforesaid proposition to the instant case, we find that the relationship between the appellant and the respondent, that is the accused, had been there since prior to 13.08.2019. None of them disputed having physical relationship with each other, but also of living together in a rented accommodation as a live-in couple. If two able-minded adults reside together as a live-in couple for a considerable period and cohabit with each other, a presumption would arise that they voluntarily chose that kind of relationship being fully aware and conversant of its consequences. Therefore, the allegations raised by the appellant herein that such relationship was entered because there was a promise of marriage by the contesting respondent is, in the circumstances, not worthy of acceptance, particularly when there is no allegation at all that such relationship would not have been established had there been no

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promise to marry, and particularly when, at the time of executing such deed of live-in, the respondent was not of the marriageable age.

24. Even while considering the facts of the case on hand, so also such issue which has become rampant in the society, in a case like a long drawn live-in relationship, occasion may arise where the parties in that relationship express their desire or wish to formalize the same by seal of marriage, but that expression of desire or wish by itself would not be indicative of the relationship being a consequence of that expression of desire or wish. Nowadays, it is common that women are financially independent and have the capacity to take conscious decisions of charting their life on their own terms, including the financial freedom which has led to proliferation of such live-in relationships. And simply because the difference and dispute between the parties arise on any count, the same cannot be given colour of a criminal prosecution.

25. Therefore, we are conscious of the fact that when such type of matter comes before the Court, it must not adopt a pedantic approach rather the Court will, based on the length of such relationship and particularly the conduct of the parties, presume implied consent of the parties to be in such a relationship regardless of their desire or wish to convert it into a marital bond.

26. Thus, in view of the detailed discussions in the foregoing paragraphs, while equating the same with the law and proposition settled down in the aforesaid decided cases, we are of the considered view that the long drawn relationship of the appellant with the respondent, including the circumstances of their living together and cohabiting with each other, that too in separate rented accommodation with the knowledge of the parents of the prosecutrix, would give rise to a

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presumption that their relationship was based on valid consent.

27. It is also not disputed by the prosecutrix as to the execution of the two deeds referred to hereinabove, which points out that the parties had been in love, and under the aforesaid circumstances, we are of the view that on the ground of refusal to marry, the respondent cannot be subjected to prosecution for the offence of rape.

28. In continuation of the aforesaid, the statement and allegations with regard to the prosecutrix having been subjected to sexual assault and also the compulsion and harassment so as to get extracted the deed of cancellation by applying force do not inspire much confidence and have rightly been negated while considering the surrounding circumstances and the recitals in the settlement agreement which indicate that the parties lived together and cohabited for a considerable period, which amounts to the parties being in love with each other. And therefore, any break-up and subsequent events, which otherwise may not give an inference or finding in favour of the prosecutrix, is no ground to subject the respondent for the offence of rape.

29. In an appeal against acquittal, the question is whether the view taken by the learned Sessions Court is a plausible one on the evidence. On this record it is and we find no perversity or legal infirmity in the appreciation of evidence, and the benefit of doubt was rightly extended to the accused. The finding that the prosecution failed to prove its case beyond reasonable doubt, call for no interference. In view of the aforesaid appreciation of the material on record, we are satisfied that the prosecution has failed to prove the case beyond a reasonable doubt, and that the view taken by the learned Sessions Court is a plausible view, calling for no interference at this stage.

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30. For the forgoing reasons, the present appeal is dismissed. Record and proceedings, if any, be remitted to the concerned Court.

(ILESH J. VORA,J)

(R. T. VACHHANI, J)

MVP

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