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Deceitful Promise of Marriage: Bridging the Gap Between Consent and Coercion

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ABSTRACT

The issue of deceitful promises of marriage has emerged as a significant legal and societal concern, challenging the very essence of informed consent in intimate relationships. When promises are made without genuine intent, they blur the lines between consensual engagement and coercion, leading to emotional trauma and legal disputes. This paper critically examines how false promises of marriage exploit trust, impact consent, and often culminate in serious consequences, particularly for women. It explores the judicial approaches in India toward recognizing deceit as vitiating consent, especially under provisions related to rape and cheating. The abstract legal definitions of "consent" are juxtaposed against the lived realities of victims who are misled into sexual or emotional vulnerabilities. Through a study of case laws, legislative gaps, and societal implications, the paper argues for a more nuanced understanding of consent and coercion that accommodates deceitful inducements. Further, it suggests reforms to align legal frameworks with contemporary relationship dynamics, ensuring better protection for individuals against such manipulation. The research aims to bridge the existing gap in law and practice, calling for judicial sensitivity and legislative clarity in addressing deceitful promises of marriage as a distinct form of exploitation.

KEYWORDS

Consent, Coercion, Deceit, Exploitation, Vulnerability

INTRODUCTION

In the context of sexual relationships, especially those involving a promise of marriage, a "broken promise" can become legally significant when it is proven to be deceitful or fraudulent, rather

than a mere change of heart. While a failed promise of marriage alone does not always attract criminal liability, it becomes actionable—particularly under rape laws—when there is intentional deception that invalidates genuine consent. A broken promise of marriage becomes significant when it is tied to the issue of consent for sexual intercourse. A mere failure to marry after a relationship does not amount to a crime. However, if the promise of marriage was false and made with no intention of fulfillment, it may constitute rape under Section 375 of the Indian Penal Code (IPC), as the consent is considered vitiated by misconception of fact under Section 90 IPC.

Courts differentiate between a genuine promise that could not be fulfilled and a deliberate lie used to obtain sexual consent. To establish deceit, the prosecution must show that the accused never intended to marry the woman from the outset and used the promise as a tool to manipulate consent. Evidence such as communication records, contradictory behavior, and abrupt withdrawal from the commitment helps establish intent. In judgments like *Deepak Gulati v. State of Haryana (2013)*, the Supreme Court emphasized that if the promise was false and made solely to satisfy lust, it amounts to rape. Thus, intent at the time of the promise is crucial in legally identifying deceit.

WHAT IS DECEITFUL PROMISE UNDER LAW?

A broken promise under law refers to a commitment or assurance made by one party to another, which is not fulfilled, and whose non-performance causes harm or loss. Legally, not every broken promise is actionable—only those that meet specific criteria under civil or criminal law may lead to legal consequences. A deceitful promise under law refers to a willful misrepresentation intended to exploit another's trust. Its treatment varies across legal domains but typically involves a blend of misrepresentation, fraud, or inducement to act under false pretenses, often resulting in civil liability or criminal punishment, depending on the harm caused and the nature of the deception. Section 69 of the Bharatiya Nyaya Sanhita, 2023, criminalizes sexual intercourse obtained through a "deceitful means," including false promises of marriage, job, promotion, or other fraudulent inducements. The law recognizes that consent obtained through deception is not true consent and treats such acts as criminal offenses. To qualify as a deceitful promise legally, intent plays a crucial role. The prosecution must prove that the person making the promise had no intention of fulfilling it at the time it was made. Mere failure to perform a promise, without proof of fraudulent intent at the outset, does not necessarily amount to deceit under the law.

HOW IS DECEIT PROMISE IDENTIFIED?

A deceitful promise—especially in the context of a false promise of marriage to obtain sexual consent—is identified by examining the intent and conduct of the person making the promise. Courts aim to distinguish between genuine intentions that later failed and manipulative behavior intended to exploit.

The various factors deceit is typically identified under the legal framework:

1. Intent at the Time of the Promise

The most crucial factor is the intention of the accused at the time the promise was made. If the accused never intended to fulfill the promise of marriage and used it solely as a tool to obtain sexual consent, it is considered deceitful.

Courts examine:

- Pattern of behavior: Did the accused show signs of commitment (meeting family, planning the wedding)?
- Duration of the relationship: Was it short-lived or ended abruptly after sex?
- Consistency of statements: Were there contradictory promises or lies told to the victim?

WHAT FACTORS CONSTITUTE BROKEN PROMISE?

There are various factors that constitute broken promise and are also identified by the court as well some of the major and important factor that constitute broken promise are as follows A broken promise occurs when someone makes a commitment or assurance and then fails to fulfill it without a valid reason. It often involves expectations that are clearly communicated and relied upon. A broken promise isn't always intentional; sometimes circumstances change. However, if the promise-maker fails to inform the other party or make efforts to uphold the promise, it can lead to mistrust, disappointment, and emotional harm a deceitful promise, on the other hand, is more serious and involves an element of intentional dishonesty. This happens when someone makes a promise with no intention of keeping it from the very beginning. The purpose of such a promise is usually to manipulate, mislead, or gain an unfair advantage over someone else. For example, if a person promises to repay money but never plans to do so, that's a deceitful promise. It's not just a matter of failure—it's a form of deception the key difference between the two lies in intention. A broken promise might stem from good intentions that fell through, while a deceitful promise is rooted in

bad faith. In personal relationships, either type of promise can damage trust, but deceitful ones often leave deeper emotional scars. In legal or business contexts, deceitful promises can constitute fraud or breach of contract, carrying serious consequences ultimately, the harm caused by both types of promises emphasizes the importance of honesty, communication, and accountability. People rely on promises to make decisions and build relationships. When those promises are broken—or worse, made with deceit—they undermine the foundation of trust that holds individuals and societies together.

HOW DECEIT IS IDENTIFIED AS PER THE LAW?

Deceit in law refers to the act of intentionally misleading someone by making false representations or concealing important facts to gain an unfair advantage. It is recognized in both civil and criminal law, with specific criteria to identify it. A deceitful promise is often identified as a form of fraud or misrepresentation, depending on the context. It involves a promise made with no intention of performing it, and is recognized as deceitful if it causes another party to act to their detriment based on that false promise. Identifying such a promise in legal terms requires proving specific elements. First, the law looks for intent. The key factor is whether the promisor intended to deceive at the time the promise was made. This is different from simply failing to keep a promise later due to changing circumstances. Evidence must show that the promise was never meant to be fulfilled. Second, the law requires proof of reliance. The person who received the promise must have reasonably relied on it, believing it to be genuine, and took action (or refrained from acting) based on that belief. Third, there must be harm or loss. If the promise caused the other party financial damage, emotional distress, or some other measurable harm, that supports the claim of deceit.

To prove a deceitful promise in court, evidence might include:

1. Communication records (emails, texts, or contracts)- this is one of the major important factor that helps to identified a deceit promise. Email, texts, or contracts these play a very important role in it.
2. Witness testimony – this is the important that enables us to prove a deceitful promise as a pattern of behavior plays also a very important role in it.
3. A contradiction in the promisor’s statements- this is the important factor that the court may take into the consideration is the contradiction in the promisor statement.

In contract law, a deceitful promise may lead to claims of fraudulent inducement, which can make the contract voidable. In criminal law, it may fall under fraud statutes. Ultimately, the court assesses whether the promise was made in bad faith, with intent to mislead, and whether the victim suffered damages as a result. If these elements are proven, the promise is considered deceitful in the eyes of the law. The crucial element in identifying deceit is intent. The person must have knowingly made a false statement or concealed the truth with the intention to deceive. Mere failure to keep a promise is not enough unless it can be proven that there was no intention to fulfill it from the beginning.

Courts identify deceit by examining evidence such as contradictory actions, prior conduct, timing of the false statement, and material gain obtained through misrepresentation. The burden of proof lies with the complainant, who must establish that the accused acted with deliberate intent to mislead. These are the factors by which the court is able to identify the deceit.

HOW DO COURTS DISTINGUISH BETWEEN LEGITIMATE BREACHES AND DECEITFUL BEHAVIOR?

Under the legal framework, particularly in Indian criminal law, a broken promise of marriage becomes significant when it is tied to the issue of consent for sexual intercourse. A mere failure to marry after a relationship does not amount to a crime. However, if the promise of marriage was false and made with no intention of fulfillment, it may constitute rape under Section 375 of the Indian Penal Code (IPC), as the consent is considered vitiated by misconception of fact under Section 90 IPC. Courts differentiate between a genuine promise that could not be fulfilled and a deliberate lie used to obtain sexual consent. To establish deceit, the prosecution must show that the accused never intended to marry the woman from the outset and used the promise as a tool to manipulate consent. Evidence such as communication records, contradictory behavior, and abrupt withdrawal from the commitment helps establish intent. In judgments like *Deepak Gulati v. State of Haryana*¹, the Supreme Court emphasized that if the promise was false and made solely to satisfy lust, it amounts to rape. Thus, intent at the time of the promise is crucial in legally identifying deceit.

The various factors that the court considers before and after the sexual act are as follows

1. Duration and nature of the relationship
2. Willingness to introduce the partner to family or friends

¹ (2013) 7 SCC 675

3. Efforts made toward marriage (such as engagement or planning)

Deceitful behavior involves a false promise of marriage made with the sole intention of securing sexual access. Courts identify deceit by looking for:

1. Evidence that the accused never intended to marry from the beginning
2. Patterns of manipulation, dishonesty, or maintaining multiple relationships
3. Abrupt termination of the relationship after sex
4. Contradictory or insincere statements made by the accused

In cases like *Deepak Gulati v. State of Haryana*² and *Pramod Suryabhan Pawar v. State of Maharashtra*³, the Supreme Court highlighted that false promises made with dishonest intent can vitiate consent and amount to rape under Section 375 IPC.

Thus, courts make a nuanced distinction based on intent, conduct, and context, ensuring that the law targets deception while not criminalizing genuine relationship failures. courts make a nuanced distinction based on intent, conduct, and context, ensuring that the law targets deception while not criminalizing genuine relationship failures.

DIFFERENCE BETWEEN CONSENT AND COERCION?

Consent means a person voluntarily agrees to something with full knowledge and without any compulsion. In legal terms, it is only valid when it is given freely, knowingly, and intelligently.

Under Section 13 of the Indian Contract Act, 1872, (“Two or more persons are said to consent when they agree upon the same thing in the same sense.”) This is the principle of consensus ad idem (meeting of the minds). For consent to be valid: The parties must understand the nature and consequences of the act or contract. It must be given voluntarily without any force to the person. It must not be influenced by force, fraud, misrepresentation, or undue pressure. Otherwise if it is given with any influenced force it would not amount to a full individual consent. In criminal law, valid consent plays a crucial role in determining the legality of acts like sexual intercourse, medical procedures, or physical contact.

Case Law:

² (2013) 7 SCC 675.

³ (2019) 9 SCC 608.

In *R v. Clarence*⁴, it was held that consent must be informed and voluntary. The court ruled that consent obtained through misrepresentation or lack of full disclosure is not valid in law

Coercion refers to compelling someone to act against their will through force or threats. It invalidates the concept of free will, making any agreement obtained through coercion legally voidable.

According to Section 15 of the Indian Contract Act, 1872,

“Coercion is the committing or threatening to commit any act forbidden by the Indian Penal Code or the unlawful detaining or threatening to detain any property, with the intention of causing any person to enter into an agreement.”

Key features of coercion:

1. It involves a threat or actual harm.- this is one of the major important factor in which a coercion is identified it involves a threat or an actual harm. The harm can be not only including a physical harm but it also includes emotional harm and even an economic harm as well.
2. It does not have to be directed only at the person entering into the contract—it can be aimed at anyone.- this is the another most important factor of a coercion which says that it does not have to be directed

In *Chikham Ammiraju v. Chikham Seshamma*⁵, a man threatened to commit suicide unless his wife and son signed a release deed in his favor. The Madras High Court held that even the threat of suicide constituted coercion under Section 15

Thus, a contract entered with free consent is valid and binding. A contract made through coercion is voidable under Section 19 of the Indian Contract Act, 1872. Whereas as compared to the criminal cases, if consent is obtained through coercion, it is considered no consent at all, and the act may become punishable (e.g., in cases of sexual assault or extortion). The essential difference between consent and coercion lies in the freedom of choice. Consent is valid only when it is given freely and knowingly, without any external pressure. Coercion destroys that freedom, making any agreement tainted by it legally questionable or voidable. Courts have consistently upheld this distinction to ensure that contracts and acts are carried out with genuine willingness and not under duress.

WHAT ARE THE REMEDIES AVAILABLE FOR THE VICTIMS

⁴ (1888) 22 QBD 23.

⁵ (1917) ILR 41 Mad 33

OF DECEITFUL PROMISE IN A PERSONAL AND PROFESSIONAL CONTEXT?

A deceitful promise refers to a commitment made with no intention of fulfilling it, usually to mislead or manipulate another person for personal gain. This form of misrepresentation or fraud can occur in both personal and professional settings, and the legal system provides various civil and criminal remedies to protect victims.

Legal Basis of Deceitful Promises

In both Indian and common law systems, a deceitful promise may fall under:

Fraud (Section 17, Indian Contract Act, 1872) – Fraud as defined under section 17 of the contracts act, 1872. Where one party intends to have a fraudulent mind tries to mislead the another person.

Misrepresentation (Section 18, Indian Contract Act, 1872)- misrepresentation as defined under section 18 of the Indian Contract Act. 1872. It states that misrepresentation of the fact which is known the one party and whereas another party do not known about it leads to a mispresentation of the fact.

- Breach of Contract (Section 73, Indian Contract Act, 1872)
- Tort of Deceit (under common law principles)
- Criminal liability under Section 415 (Cheating) of the Indian Penal Code

ARE EXISTING LAWS ENOUGH OR ADEQUATE TO ADDRESS DECEITFUL MEANS, OR ARE REFORM NEEDED?

As per the various survey and research no doubt in saying that there are many existing laws that are been provided by the government for the protection of the women. Gone were the days where no protections were been provided to the women but today as we seen there are many laws that are been uplift just for the sake of the welfare of the women and for the society purpose. Earlier there were no as such laws for the protection of the women but in today's scenario we can see ourselves that the government is taking lot of effort so as to increase the protection of the women. There are many cases where we can see multiple cases come of the women only. (i.e. divorce case, maintenance case etc.) However there need a more of the societal needs and technological advancement

The some major important areas where reform is been needed and

needs to be considered which are as follows:

1. Upliftment in all the laws so to address the new forms of deceit- this is one of the major important reform which states that all the existing laws may need to be updated so it enables us to address new forms of a deceit, such as an online scams or digital manipulation.
2. Penalties need to get increased for deceit full acts: this needs to be increased as increasing penalties for a deceitful act it could serve as a deterrent.
3. Enhancing investigating capabilities- Law enforcement agencies may need training and resources to effectively investigate deceitful acts. This is another most important reform which really needs to be considered.
4. Streamlining reporting processes: Simplifying reporting processes could encourage more victims to come forward. As we have seen that reports are been made but the process takes a lot of time consuming process so a more streamlining process that is been required.

The issue of deceitful promises of marriage is a complex and evolving legal and ethical problem that raises important questions about the nature of consent, coercion, and the boundaries of criminal law. In many jurisdictions, including India, there have been increasing instances where individuals, often women, are lured into sexual relationships based on false assurances of marriage. When these promises are later found to be intentionally deceptive, it challenges the very foundation of what constitutes "informed consent." This essay explores whether current legal frameworks are sufficient to address such cases or if legal reform is necessary to fill existing gaps.

LEGAL LANDSCAPE AND EXISTING PROVISIONS

In India, cases involving deceitful promises of marriage are often prosecuted under Section 375 of the Indian Penal Code (IPC), which defines rape. The Supreme Court has held that if a person obtains consent for sexual intercourse under a false promise of marriage, and if it is proved that the promise was never intended to be fulfilled, it can amount to rape. In such cases, consent is considered invalid as it was not given freely or with full understanding. Alternatively, cases may also be prosecuted under Section 417 IPC, which deals with cheating. This provision allows for criminal action against individuals who intentionally deceive another person to gain something of value—be it physical, emotional, or financial. While these provisions provide a legal avenue for redress, they are fraught with limitations. Courts must determine the intent of the accused at the time of making the promise, a task that is inherently subjective and difficult to prove. As a result, many cases collapse due to lack of concrete evidence,

leading to acquittals or lighter sentences under the cheating provision. This has raised questions about the adequacy of existing laws in protecting individuals—particularly women—from being exploited emotionally, physically, and psychologically under false pretenses.

EXAMINING THE LAWS AGAINST DECEITFULLY MEANS

The increasing number of cases involving deceitful promises of marriage has brought to light significant legal and ethical questions concerning consent, coercion, and the exploitation of trust in intimate relationships. When one party induces another into a sexual relationship under the false pretext of marriage, it raises the issue of whether the consent was truly voluntary. This grey area between consensual sex and sexual exploitation is inadequately addressed by current laws, which often fail to account for the psychological and emotional harm caused. A critical examination reveals that while existing laws provide some recourse, they fall short in consistently delivering justice—necessitating targeted legal reforms.

In India, such cases are most commonly addressed under Section 375 of the Indian Penal Code (IPC), which defines rape. Courts have held that if a man obtains a woman's consent to sexual intercourse by making a promise of marriage that he never intended to keep, it can amount to rape, as the consent is vitiated by deceit. The Supreme Court has stated that consent obtained on a "misconception of fact" is not valid consent under the law. However, this⁶ standard is difficult to apply consistently, as courts must infer the accused's intention at the time the promise was made, which often lacks concrete evidence.

Alternatively, such cases may be tried under Section 417 IPC, which deals with cheating. This provision criminalizes intentional deception but carries a lighter punishment than rape. Many cases end up being downgraded to cheating when courts are not convinced that the accused never intended to marry. This legal ambiguity often results in inconsistent rulings and inadequate justice for victims. One of the most critical shortcomings in current law is the narrow definition of consent. The legal system often fails to recognize that consent given under deceit—especially in cases involving emotional manipulation or false assurances—is not true consent. While the law acknowledges that consent obtained by coercion or fear is invalid, it does not explicitly address consent obtained by fraudulent misrepresentation unless it rises to the level of rape or cheating alternatively, such cases

⁶ *Id.* at 1.

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Many cases end up being downgraded to cheating when courts are not convinced that the accused never intended to marry. This legal ambiguity often results in inconsistent rulings and inadequate justice for victims. One of the most critical shortcomings in current law is the narrow definition of consent. The legal system often fails to recognize that consent given under deceit—especially in cases involving emotional manipulation or false assurances—is not true consent. While the law acknowledges that consent obtained by coercion or fear is invalid, it does not explicitly address consent obtained by fraudulent misrepresentation unless it rises to the level of rape or cheating. Furthermore, victims in such cases often suffer significant emotional and social trauma, yet the legal remedies available are limited and rarely provide full redress. The law does not adequately account for the emotional and reputational harm that follows such exploitation, particularly for women in conservative societies where a broken promise of marriage can carry lifelong stigma.

Given these challenges, legal reform is necessary. First, lawmakers should consider introducing a separate offense category that lies between cheating and rape—recognizing that the harm caused by deceitful promises of marriage is both emotional and physical, yet distinct from violent sexual assault. Second, the definition of consent should be expanded to clearly include deception and misrepresentation as grounds for invalidating consent. Third, reforms should adopt a gender-neutral approach, as individuals of all genders can be victims of such deceit. Judicial training and clear guidelines are also essential to ensure uniform application of the law. Courts should be equipped to assess the context and pattern of behavior, rather than relying solely on direct evidence of false intent. Finally, victim-support mechanisms must be strengthened—offering legal aid, psychological counseling, and fast-track adjudication to reduce the burden on those seeking justice.

In conclusion, while current laws provide a framework for addressing deceitful promises of marriage, they are often inadequate in both scope and execution. The legal system must evolve to more accurately reflect the realities of consent, coercion, and emotional harm in modern relationships. Comprehensive legal reform is essential to bridge this gap and ensure justice for victims of deceptive exploitation in the guise of intimacy.

WHAT ARE THE REMEDIES THAT ARE AVAILABLE FOR THE

VICTIMS OF A DECEITFUL PROMISE?

In recent years, courts and legal scholars have increasingly confronted the issue of deceitful promises of marriage, where individuals are lured into sexual or emotional relationships under the false pretense of matrimony. This form of deception, often deeply manipulative, exploits the trust and emotions of the victim, resulting in physical, emotional, and social harm. While societal attitudes evolve, the law must offer clear remedies to protect such individuals from exploitation. This paper explores the existing criminal, civil, and psychological remedies available to victims of deceitful marriage promises, with a primary focus on Indian law and comparative references to other jurisdictions.

Criminal remedies

There are many criminal remedies that have been provided which have been classified as

a. Section 375 and 376 IPC (Rape)

One of the most significant remedies available to victims is through the criminal justice system. If sexual relations occurred under a false promise of marriage, it may constitute rape under Section 375 of the Indian Penal Code (IPC), provided it is proven that the accused never intended to marry the victim at the time of making the promise.

The Supreme Court in *Deepak Gulati v. State of Haryana*⁷ clarified that a distinction must be made between a false promise and a mere failure to fulfill a promise made in good faith. If the promise was made without any genuine intent to marry, the accused can be prosecuted under Section 376 IPC, which carries a penalty of up to life imprisonment. However, proving intent at the time of the promise remains a challenge. Courts often examine circumstantial evidence, communication records, and the conduct of the accused to assess the veracity of the promise.

b. Section 417 IPC (Cheating)

When the promise of marriage leads to emotional or sexual exploitation but doesn't meet the threshold for rape, Section 417 IPC, which deals with cheating, can be invoked. This provision punishes anyone who "cheats and thereby dishonestly induces the person deceived to deliver any property or to consent to retain any property"[3]. Although the

⁷ *Id.* at 1.

punishment under this section is lighter (up to one year imprisonment or fine, or both), it still offers a criminal remedy for victims who can't meet the high evidentiary burden required for a rape charge.

c. Dowry and Cruelty Provisions (in Married Cases)

In cases where deceit results in a sham or fraudulent marriage, victims may invoke Section 498A IPC for cruelty and Dowry Prohibition Act provisions if financial or material exploitation is involved. These remedies, however, come into play post-marriage, not in mere promises.

Civil Remedies

a. Breach of Promise to Marry (Tort Law)

Under civil law, a victim may sue for breach of promise to marry. This is recognized as a civil wrong (tort) in common law jurisdictions. While India does not have a codified tort law on this issue, courts have occasionally awarded damages for mental agony, loss of reputation, and emotional trauma. When a person is misled by a deceitful promise—such as a false assurance of marriage, employment, or partnership—they may seek civil remedies under Indian law, especially under the Indian Contract Act, 1872 and principles of tort law. These remedies are primarily aimed at compensating the victim for loss or damage suffered due to reliance on the false promise.

In *Ramesh Chander Kaushal v. Veena Kaushal*⁸, the Supreme Court emphasized that the law must evolve to offer compensation for the “emotional distress” caused to women abandoned after promises of marriage. Compensation in such cases is typically monetary and aims to restore the victim’s financial and emotional status, though this remains a rarely used remedy in India due to social stigma and legal costs.

b. Restitution and Maintenance (Post-Marriage)

In cases where a deceitful promise leads to a sham marriage, the victim can seek maintenance under Section 125 CrPC or the Protection of Women from Domestic Violence Act, 2005. If the marriage is void or voidable due to fraud, the woman may still be entitled to interim maintenance.

The Supreme Court in *Chanmuniya v. Virendra Kumar Singh Kushwaha*⁹ held that a woman in a live-in relationship resembling

⁸ (1978) 4 SCC 70.

⁹ [2010] 12 S.C.R. 223.

marriage may claim maintenance if she was led to believe that the relationship was akin to matrimony.

Constitutional and Human Rights Remedies

There are various constitutional and human rights remedies that are been provided which are as follows:

A. Right to Dignity and Personal Liberty

Deceitful sexual exploitation under the guise of marriage directly infringes on Article 21 of the Constitution of India, which guarantees the right to life and personal liberty, including the right to dignity and bodily autonomy.

Victims may approach the High Courts under Article 226 or the Supreme Court under Article 32 seeking writ remedies in extreme cases where fundamental rights are violated. This, however, is typically used in conjunction with criminal proceedings rather than as a standalone remedy.

Psychological and Social Support Remedies

a. Counseling and Rehabilitation

The trauma suffered by victims of deceitful promises of marriage often requires mental health intervention. Victims may face depression, PTSD, anxiety, and social ostracization. NGOs, women's commissions, and state-run crisis centers offer psychological counseling and emotional support.

For example, the One Stop Centre Scheme (OSC) under the Ministry of Women and Child Development provides integrated services such as medical aid, legal support, and psychological counseling to women facing violence, including deceit and coercion

b. Legal Aid and Advocacy

Under the Legal Services Authorities Act, 1987, victims from marginalized backgrounds are entitled to free legal aid. Legal Services Authorities across states often coordinate with women's cells, protection officers, and shelter homes to ensure access to justice. In many cases, especially where the victim lacks financial resources, paralegal volunteers and NGOs play a crucial role in assisting with legal processes and navigating the complexities of the criminal justice system. Ensure access to justice for marginalized and vulnerable individuals by providing free legal representation, counseling, and support services. Legal aid

bridges the gap between legal rights and their enforcement, while advocacy promotes legal awareness, policy reforms, and the protection of fundamental rights through systemic change.

Comparative Jurisprudence and International Perspectives

In the United Kingdom, while breach of promise to marry was once actionable, it was abolished by the Law Reform (Miscellaneous Provisions) Act 1970. However, claims of deceit or emotional harm may still be brought under general tort law. In the United States, courts have historically allowed suits for breach of promise to marry, awarding compensatory damages in cases of demonstrable harm. However, many states have now abolished this cause of action, considering it outdated or inappropriate for modern relationships.

Nonetheless, the UN Convention on the Elimination of All Forms of Discrimination against Women (CEDAW) requires states to protect women from exploitation and coercion in relationships. India, as a signatory, is obligated to ensure legal remedies are accessible to women misled into exploitative relationships.

WHAT ROLE DOES INTENT PLAY IN DETERMINING WHETHER A PROMISE OF MARRIAGE WAS DECEITFUL OR GENUINELY MADE BUT LATER WITHDRAWN?

In legal cases involving a promise of marriage, particularly those resulting in sexual relationships, intent is the central element in determining whether the promise was fraudulent or genuine but later withdrawn. Courts are often tasked with differentiating between a broken promise due to changed circumstances, and a promise made with no real intention of fulfillment. This distinction significantly impacts whether the act amounts to cheating, rape, or neither under the law.

Under Section 375 of the Indian Penal Code (IPC), consent obtained for sexual intercourse through misconception of fact can amount to rape. If a person misleads another into a sexual relationship by falsely promising marriage, and it is proven that the promise was made with no intention of fulfilling it, the consent is deemed invalid. The Supreme Court of India has consistently held that the intention of the accused at the time of making the promise is crucial in determining criminal liability.

In *Deepak Gulati v. State of Haryana*¹⁰, the Court drew a clear distinction between a false promise and a breach of a genuine promise. It held that only when it is established that the promise

¹⁰ *Id.* at 1.

was a ruse to secure consent for sex, can it be treated as rape. If, on the other hand, the relationship deteriorated due to later events—such as family opposition, incompatibility, or mutual disagreement—the promise does not become criminal simply because it was not fulfilled a false promise of marriage, particularly under Section 69 of the Bharatiya Nyaya Sanhita (BNS), 2023, intent is the central factor that distinguishes fraudulent conduct from failed relationships. Courts must carefully assess whether the accused had a genuine intention to marry at the time of making the promise, or whether the promise was made with no intention of fulfilling it, solely to obtain sexual consent.

If the intent to marry existed at the time of the promise, but circumstances changed later—due to family opposition, incompatibility, or mutual disagreement—it does not amount to deceit. In such cases, the relationship breakdown is a matter of personal dynamics, not criminal behavior.

However, if it is shown that the accused never intended to marry and used the promise solely as a tool of manipulation, it becomes a deceptive act, rendering the sexual intercourse non-consensual in the eyes of law. Evidence of intent can be inferred from behavior—such as avoiding commitment, refusing to involve families, or maintaining multiple deceptive relationships. Indian courts have consistently held that mere breach of a promise does not constitute rape or deceit unless it is proved that the promise was false from the outset.

CONCLUSION

This study enables us to find out that the Indian criminal law does define consent; it falls short of adequately addressing cases involving deception through false promises of marriage. Judicial interpretations have tried to plug this gap, but without statutory reforms, victims remain dependent on subjective judicial discretion to truly bridge the gap between consent and coercion, the law needs to modernize its understanding of deception, especially in emotionally manipulative relationships. The study reveals Indian criminal law, “consent” in the context of sexual offences is primarily defined in Section 375 of the Indian Penal Code (IPC) and now in Section 69 of the Bhartiya Nyaya Sanhita (BNS), 2023. Both provisions define consent as an unequivocal, voluntary agreement communicated through words or conduct. The law emphasizes that consent must be free from coercion, fear, misrepresentation of identity, or incapacity. However, it does not explicitly recognize consent obtained through emotional deception, such as a false promise of marriage, as legally invalid.