

FIRST INFORMATION REPORT 1022 (Under Section 154 Cr. P.C.)



- Dist. Spc P.S. Mahigara Year 2021 FIR No. 271/2021 Date 20.04.2021
2. (i) Act. IPC Sections 384/506 (ii) Act. _____ Sections _____
- (iii) Act. _____ Sections _____ (iv) Others Acts & Sections _____
3. (a) Occurrence of Offence : Day _____ Date From 27.08.2019 Date To _____
- Time Period _____ Time From _____ Time To _____
- (b) Information received at P.S. Date 20.04.2021 Time 20.05 hrs
- (c) General Diary Reference : Entry No(s) 1562 Time 20.05 hrs
4. Type of Information : _____ Written / Oral ☒
5. Place of Occurrence : (a) Direction and Distance from P.S. 3 KM South Beat No. _____
- (b) Address R/O Indirapally Shivmandir P.S. Mahigara.
Dist. Darjeeling
- (c) In case outside limit of this Police Station, then the
Name of the P.S. N/A District _____
6. Complainant / Informant :
- (a) Name Utpal Basak
- (b) Father's / Husband's Name Bishnu Basak
- (c) Date / Year of Birth _____ (d) Nationality Indian
- (e) Passport No. X Date of Issue : _____ X Place of Issue X
- (f) Occupation _____
- (g) Address R/O Indirapally Shivmandir P.S. Mahigara Dist. Darjeeling
7. Details of known / suspected / unknown accused with full particulars
(Attach separate sheet, if necessary) : Neel Kamal Sahay S/O Sheo
Pujan Sahay R/O 31A Green Park
Maa Tara Apartment
Belgharia Kolkata Ps.
700012
8. Reasons for delay in reporting by the Complainant / Informant _____
9. Particulars of properties stolen / involved (Attach separate sheet, if necessary) : _____
10. Total value of properties stolen / involved _____
11. Inquest Report / U.D. Case No., if any _____
12. FIR Contents (Attach separate sheets, if required) : The original written complaint
which is treated as FIR is enclosed here with.
13. Action taken : Since the above report reveals commission of offence(s) as mentioned at item No. 2., registered the case and took
up the investigation / directed S.T. Sushanta Dhar of Mahigara to take up
investigation / refused investigation / transferred to P.S. PS/SPC on point of
jurisdiction. FIR read over to the Complainant / Informant, admitted to be correctly recorded and a copy given to the Complainant /
Informant free of cost.

14. Signature / Thumb impression
of the Complainant / Informant

Noted in original complaint.

15. Date & Time of despatch to the court :

21.04.2021 at 11.00h

Signature of the Officer-in-Charge, Police Station

Name :

Rank : No.

20/04/2021
S.T. Sushanta Dhar

S.I. of Police

Mahigara PS/SPC

To,

The Officer In - Charge
Matigara Police Station,
Matigara, Dist:- Darjeeling.

Subject:- Written Complaint.

Date:-13.04.2021

Dear Sir,

Utpal Basak

With due respect, I, **Sri Utpal Basak**, S/o Sri Bishnu Basak, R/o Indirapally, Shivmandir, P.O Kadamtala, P.S Matigara, District :- Darjeeling, would like to inform you that in course of business I met one **Sri Neel Kamal Sahay**, S/o Sheo Pujan Sahay, R/o 31A, Green Park, Maa Tara Apartment, Belgharia, Kolkata- 700012, in the year 2019, in between times the said person told me that he was the owner of the Two Buses bearing registration Number " **WB76A7783**, maker Name TATA Motors Ltd., type of body- Sleeper Bus, having Chassis No. **MAT449303HOHO8179**, Engine No. **71G84399951**" and "**WB76A7701** maker Name TATA Motors Ltd., type of body- Sleeper Bus, having Chassis No. **MAT449303HOH8184**, Engine No. **71H84405499**" both the buses were hypothecated with TATA Motors Finance Ltd., Kolkata - 700012 with loan contract No. **5002508222** and **5002461418** respectively, and said Neel Kamal Sahay said that due to some personal inconvenience and financial crises he was not being able to meet the payments of the EMIs, as such he was not willing to ply the afore said vehicles and he had decided to sell the above mention vehicles and approached me to purchase the same and I agreed with his proposal and as per oral agreement between him and me, he handed over the above noted vehicles along with original documents to me in the month of February 2019, since then I have been possessing and plying the two vehicles and also paying the respective EMIs for both the vehicles.

On 27th August 2019, as per spirit of the oral agreement as mention above, said Neel Kamal Sahay entered into two "Agreement for Sale" in respect of both the vehicles separately in order to avoid future disputes and differences with some terms and conditions mentioned in those two sell agreements, it was mutually agreed that I shall have to pay the entire rest EMIs i.e 31 and 43 numbers of EMIs in respect of each of the two vehicles which was due and outstanding, he shall transfer the ownership of the said vehicles once he obtains the NOC from the concerned financier and as per the said agreements he has also executed to General Power of Attorneys on the very date and all those two Sale Deeds and two Power of Attorneys were notarized on the very date.

It is pertinent to mention here that in all the four documents in respect of the said deals between us Sri Subir Kumar Das, S/o Sri Santosh Das, was witnesses from my side and one Sahdeo Yadav, S/o Late Ram Prasad Yadav, who is a near relative of him coming down to Siliguri with him for the purpose of the said deals and agreements was the witness from his side and both Sri Neel Kamal Sahay and Sahdeo Yadav had annexed their respective photo

copies of Id cards giving self attestation i.e putting their own signature, said Neel Kamal Sahay had received a sum of Rs. 5,00,000/- (Five lacks) as consideration amount for selling the vehicles to me.

It is very much pertinent to mention here that I have to pay a sum of Rs. 77,710/- (35,300 and 42,410 in respect of lone contract no. 5002508222 and 5002461418 respectively) for each of the two vehicles which means all together a sum of Rs. 1,58,000/- approximately including late payment charges and all, which means till date I have paid a sum of Rs. 39,50,000/- (Thirty nine Lacks fifty thousand Rupees) only approximately to the finance company and a sum of Rs. 5,00,000/- (five Lacks) to him.

In between times when I was plying the vehicles requested him many times to transfer the finance in my name but every time he has avoided me showing sum flimsy grounds.

In between times as per my request he has applied for route permit/ stage carriage permits on the inter-region route "Siliguri TNBT to Keshiary Bus Stand" to the State Transport Authority, West Bengal, and the concerned authority after going through their stipulated standard procedure was kind enough to issue the same and I was plying the vehicles without any interruption whatsoever on the strength of those two permits.

In the recent past it came to my knowledge that said Neel Kamal Sahay was hatching up some conspiracy against me and as matter of fact I was shocked to receive a notice from Advocate Sattwik Bhattacharyya, Kolkata on behalf of said Neel Kamal Sahay asking for hand over the above noted two vehicles to his client along with all original documents completely suppressing the fact of two agreements for sales dated 27.08.2019 and tactfully denying the fact of to General Power of Attorneys dated 27.08.2019 executed by him in presence of his near relative Sri Sahdeo Yadav and also the payment of Rs. 39,50,000/- (Thirty nine Lacks fifty thousand Rupees) only, made by me to the finance company.

Said Neel Kamal Sahay has been constantly trying to take the possession of the above said two vehicles force fully while the two vehicles are running on their route but somehow they manage to escape from the grip him and his men, he has also been threatening me to implicate me in a false case and take possessions of the vehicles and he has been demanding a huge amount to settle the dispute.

Said Neel Kamal Sahay has criminally breach my trust violating the terms and conditions of the above said sell agreements and cheated me for a sum of Rs. 44,00,000/- (Forty four lacks rupees).

Utesh Bhas.

In view of the above facts, you are here by humbly requested to investigate into the matter and take necessary legal action to do the needful.

Thanking you

Drafted by me as per the version
Of the complainant.

Yours faithfully

Atul Banerjee
(8145187776)

Mr. Biprjit Das
Advocate, Siliguri.

Copy to :-

1. Commissioner Of Police
Siliguri Metropolitan Police Commissioner
2. The Secretary, Transport Department, West Bengal
Cum
The Chairman, State Transport Authority, West Bengal
having its office at Paribahan Bhavan, C.T.C. Building,
12, R.N. Mukherjee Road, Kolkata- 700001.
e-mail- sec.transporttwb@gmail.com
3. The Transport Commissioner,
Transport Department, Govt. of West Bengal
having its office at Paribahan Bhavan, 12 R.N.
Mukherjee Road, Kolkata-700001.
4. Mr. Baiswanar Chattopadhyay
Member, State Transport Authority, West Bengal
5. The Secretary, S.T.A. West Bengal
Both 3 and 4 are having office at 45, Ganesh Chandra Avenue, Kolkata-700001.

Received on 20.04.2021 at 20:05 hrs.
With Ce DE NO. 1562 DT 20.04.2021 and
started Mahagarc PS case NO 271/2021
DT 20.04.2021 WS 384/50618e and
endorsed to SI Sushanta Dhar for
its investigation.

Atul Banerjee 20/04/21
Officer in Charge
Matigara Police Station
Siliguri Police Commissionerate