## (Under Section 154 Cr. P.C.)

	CONTROL OF THE PARTY OF THE PAR	1207	
30	1 Dist SPC PS Bhallharge	Year 2021 FIR No. 1295/21 Date 0.2110 /202/	
2	2 0 Cartiens	ii) Act Sections	
(iii) Ast   E P( Sections 406/470/469/3/3/506/39 Others Acts & Sections —		169/3/3/ (iv) Others Acts & Sections	
3	2 (a) Occurrence of Offence : Day	e From 03105/2019 Date To	
1	Time From	Time To	
	(b) Information received at P.S. Date	2110/2021 Time 19:05 h H	
	(c) General Diary Reference : Entry No(s)	1.1.2 Time 19.05 hv	
4	4. Type of leformation:	Written / Oral	
5.	5. Place of Occurrence: (a) Direction and Distance from P.S (b) Address Nicto Logrifics Pul -	Ud. Ps Bhauhnugis, Jalpaigus	
	The Police Station than the	0 4 2	
	(c) In case outside limit of this Police Station, then the	District	
	Name of the P.S		
5.	5. Complainent / Informant :		
	(a) Name Kojib Chamber	B Niranjon Chaliborky	
	(b) Father's / Husband's Name	(d) Nationality	
	(c) Date / Year of Birth:	(d) Nationality	
	(e) Passport NoDate of Issu	le :Place of Issue	
	(f) Occupation	Ps Bhakknugar, Jul. Julpurjur	
7	Details of known / suspected / unknown accused with full particulars		
9.	Reasons for delay in repowing by the Complainant / Info	hen Admistration had of shee shyum Trade	
10	10. Total value of properties stolen / involved		
27	11. Inquest Report 70.0, Case No., Irany	original written complete with)	
1,	to cat	original waiten complent which if we of the is anchored horrorth!  of offence(s) as mentioned at item No. 2., registered the case and took	
13	up the investigation / directed	BAKS !!! to take up	
	investigation / refused investigation / transferred to P.S		
	jurisdiction. FIR read over to the Complaint/ Informant, adm	nitted to be correctly recorded and a copy given to the	
	Informant free of cost.	811. 02 110.121	
1.	14. Signature / Thumb impression	Signature of the Officer-in-Charge, Police Stellon	
	of the Complainant / Informant	Name: DAWA TSHERING SHERP	
1:	15. Date & Time of despatch to the court :	Rank No. J. 1 OF POLICE	

To,
The Office In-Charge,
\*\*: w Jabaiguri Police Station.
District - Jalpaiguri.

SEEN WITH

Subject - Complaint against Shree Shyam Trading Company, having its office at 1061-1062, 1061 floor, Spaze I Tech Park, Sohns, and Family of Dry The floor, Spaze I Tech Park, Sohna road , Gurugram-122018, Haryana and Family of Dry Fuits Pvt, Limited, having it's office at the Curugram-122018, Haryana and Hanyana PIN-Fruits Pvt. Limited, having it's office at U25 A/1 DLF City Phase 3, Gurugram, Haryana, PIN-122002, another branch address. Stat U25 A/1 DLF City Phase 3, Gurugram, Mahrit palace. 22002, another branch address - Flat No. 505, 5th Floor, Deepali Building, Nehru palace, Delhi-110099, it's New Head Office at 155 Delhi-110099, it's New Head Office at 158, 1st floor, JMD Megapolis, Schna road, Gurugram, and it's oweners/representatives at 158, 1st floor, JMD Megapolis, Schna road, Gurugram, and it's oweners/representatives for fraud. 1) Pradeep Singh Nirwan, proprietor at Shree Shyam Trading company, basics in fraud. 1) Pradeep Singh Nirwan, proprietor at Shree Shyam Trading company, having its office at 1061-1062,10th floor, Spaze I tech park, Sohna 20//5/7 road . Gurugram-122018, Haryana. 2) Mohit Kumar Goel, S/o Rajesh Goel, one of the director A DI of Family of Dry Fruits Pvt. Limited, Gurugram, having it's office at 158, 1st floor, JMD Megapolis, Sohna Road, Gurugram and R/o flat No. 1901A, Tower-10, Phase 1, M3M Golf Estate, Gurugram-122001, 3) Dharna Garg, W/o. Mohit Kumar Goel, one of the director of Family of Dry Fruits Pvt. Limited, Gurugram, having it's office at 158, 1st floor, JMD Megapolis, Sohna Road, Gurugram and Rio flat No. 1001A, Tower-10, Phase 1, M3M Golf Estate, Gurugram-122001. 4) Manoj Kadian, one of the director of Family of Dry Fruits Pvt. Limited, No of U-25, A1, DLF City Phase-3, Gurugram, Haryana, 5) Anjali @ Anjali Kadian, W/o. Manol Kadian, one of the director of Family of Dry Fruits Pvt. Limited, R/o of U-25, A1, DLF City Phase-3, Gurugram, Haryana. 6) Rajeev Kumar @ Musrafir Lashkar - President of Shree Shyam Trading Company. 7) Shyam @ Aman Aslam Khan, Administrative head, at Shree Shyam Trading Company, Gurugram, Haryana.

120 46 F 327

I, Sri Rajib Chakraborty, Son of Sri Niranjan Chakraborty, resident of Iskcon Mandir Road, Near Riddhi Siddhi Apartment, Ward No. 41 of Siliguri Municipal Corporation, P.O. Sevoke Road, P.S. Bhaktinagar, Dist- Jalpaiguri, Siliguri-734001, I am the owner of a small firm registered under the name and style as "Kamakhya Import Export", having it's office at Dabgram Industrial Estate, P.S. New Jalpaiguri, District Jalpaiguri, I was contacted in the month of April 2019 by Purchase Representative Smt. Madhu Jha of Shree Shyam Trading Company, (Gurugram) for supply of black cardamom, said Smt. Madhu Jha requested me to visit their office. -supply of black cardamom, said Smt. Madhu Jha requested me to visit their office at Gurugram, for a business deal and as per her instructions I visited their office on 37 May 2010 meeting it was confirmed that I was supposed to supply black cardamom to Shree Shyam Trading Company, I was introduced to Mohit Kumar Goel as Managing Director of Shree Shyam 07/10/21 Trading Company, Gurugram, but actually he was the director of Family of Dry Fruits Pvt. Limited, which I came to know later, I was also introduced to Pradeep Singh Nirwan, and Manoj Kadian, as Executive Directors of Shree Shyam Trading Company and Rajeev Kumar @ Musrafir Lashkar, as President of Shree Shyam Trading Company, after our meeting said Rajeev Kumar @ Musrafir Lashkargave the visiting card of Family of Dry Fruits Company saying that he have shifted to Shree Shyam Trading Company in April 2019, I also came to know later that said Rajeev Kumar @ Musrafir Lashkar suppressed his actual identity i.e. Musrafir Lashkar which is his real name. I found it mischievous when I came to know that Sri Manoj Kadian, who was introduced to me as one of the executive director of Shyam Trading Company, did not hold any position in the company but only looked after all finance related matters along with his

Rajib Chaurabroy

Rs. 2,00,000/- on their office on 5\* September, 2019 by DD and told their security guards pays out of their office on 5\* September, 2019 by DD and told their security guards Lasshar and Mohit Kumar Goel threatened me not to come back for any payment and gaveline to throw months on the same day Le on se come to come back for any payment and gaveline. to throw me out of their office, From their appear, 2019 by DD and pay a single near office, From their office. cituatingle penny (urther, I came in touch and and the med to lie as noticulta received 25-30% named gang, they are

brother Sri Sanjay Kadian for both the companies, that are Shree Shyam Trading Company a the Family of Dry Fruits Pvt. Ltd. 1 was a companies, that are Shree Shyam Trading Company a the Family of Dry Fruits Pvt. Ltd. 1 was a companies. Family of Dry Fruits Pvt. Ltd., I was also told by Rajeev Kumar @ Musrafir Lashkar, that the owners of both the firms are same and told by Rajeev Kumar @ Dharna Garg and Mancy owners of both the firms are same and Mohit Kumar Goel, his wife Dharna Garg and Manty Kadian, his wife Aniali Kadian and his band his band after the purchase of all Kadian, his wife Anjali Kadian and his brother Sri Sanjay Kadian looked after the purchase of all Agri products, sale and funds arrangements. During the Agri products, sale and funds arrangements for both the aforesaid companies. During the meeting I showed the samples of my analysis for both the aforesaid disclosed the rates to meeting I showed the samples of my product i.e. Black Cardamom, and disclosed the rates to them which they agreed and also conditions them which they agreed and also confirmed that they wish to place an order but the conditions for payment would be 30% on section and the balance payment for payment would be 30% on arrival of the goods at their godown and the balance payment would be made after 25.30 days for the goods at their godown and the balance payment would be made after 25-30 days from the date of delivery for every order and post dated cheque/s would be issued at any order and post dated cheque/s would be issued as soon as they receive the cargo. As I am a small businessman getting such big order accepted their proposal then I received a purchase order through email bearing order No. 029 from Shree Shyam Trading Company, (the copy of the order is enclosed with this complaint) with this complaint) according to the order I sent the goods(black cardamom) of worth Rs.9,92,250/- to them on 11" May, 2019, they paid me 30% payment that was Rs.2,97,675/- on 21st May, 2019, after the cargo reached their godown through the transport company, Nitco Logistics Pvt.Ltd., Siliguri, but in spite of repeated requests they didn't issue any post dated cheque to me but they assured me that the remaining payment shall be released by second week of June 2019, but no payment was made to me even after the second week of June, 2019. Then I contacted Rajeev Kumar @ Musrafir Lashkar, to clear the balance payment of the goods they received which was sent by me, said Rajeev Kumar @ Musrafir Lashkar then told me not to worry as they want to place another order and also assured that as soon as the next order for cargo would be delivered, the previous payment i.e. Rs.6,94,575/- shall be released. I realised that they were blackmailing me to supply more goods to them for the clearance of my previous balance payment i.e. Rs.6,94,575/-, I had no option but to supply the goods to them further as I was fooled and already fell into their trap. Therefore, I loaded next lot of black cardamom worth Rs.17,58,750/- on 14\* June, 2019 and sent them, when the next cargo order was supplied to them which they received through the transport company Nitco Logistics Pvt, Ltd., Siliguri, I was shocked to find out that they didn't even pay me 30% payment which they promised to pay just as the trucks reached their godown and neither did they pay my previous invoice payment nor they sent me any post dated cheque/s even for the second invoice. I called Rajeev Kumar @ Musrafir Lashkar and Mohit Kumar but they didn't show any positive response regarding the said payments but once again assured me that all my payments would be done. I again went to their office i.e. Shree Shyam Trading Company, Gurugram, on 13\* July 2019, and met Mohit Kumar, Manoj Kadian and Pradeep Singh Nirwan, but they asked me to visit Family of Dry Fruits Pvt. Ltd. at U25 A/1 DLF City Phase 3, Gurugram, Haryana, PIN-122002, for my outstanding payment after a week, but I was the supplier of Shree Shyam Trading Company, outstanding payment and a week, out it was a separate of single of suppliers. And as per here it is crystal clear that both the companies are working together to fool suppliers. And as per their instructions I visited Family of Dry Fruits Pvt. Ltd. at U25 A/1 DLF City Phase 3, Gurugram, their instructions I visited Falling of July, 2019, but unfortunately I was fooled again by their false. Haryana, PIN-122002 on 21\* July, 2019, but unfortunately I was fooled again by their false. promises and without any option I had to return and just after that they almost stopped picking promises and williout any uption i mad to return and just after that arey almost stopped picking my calls, I requested them repeatedly and finally told them that if they don't clear my my calls, I requested them repeatedly and many told them that it they don't clear my outstanding dues/payments then I shall have no option but to take legal action against them, outstanding dues/payments then I shall have no option but to take legal action against them, ourstanding duestpoyments and I arise to optom out to take regar dution against them, then they asked me not to panic and very soon they released a sum of Rs.1,00,000/- only on them they asked me not to panic and very soon they released a sum of Rs.1,00,000/- only on then they asked the flot to partie and very soon they lolded a sain of res. 1,00,000r- only on 21\* August, 2019. In the month of September, 2019 when I visited them again, they told me that they are ready to release Rs.2,00,000/- out of my outstanding payment, but I need to sign an agreement in which it was written that the products I supplied to them was of bad quality and for agreement in which it was written and the product of supplied to state quality and for that reason they couldn't get payment from the market and they would pay my payments at their that reason they couldn't get payment from the market and they would pay my payments at their that reason they couldn't get payment from the Shree Shyam Trading Company and Family of own convenience and I will not be able to sue Shree Shyam Trading Company and Family of the convenience and I will not be able to sue Shree Shyam Trading Company and Family of the convenience and I will not be able to sue Shree Shyam Trading Company and Family of own convenience and I will not be able to see office only for late payments. This was pure Dry Fruits Pvt. Ltd. and it's owners and representatives legally for late payments. This was pure Dry Fruits Pvt. Ltd. and it's dwildes and representatives logarly for the payments. This was pure blackmailing therefore I told them clearly that I would not enter into such agreement and will not blackmailing therefore I told them Manol Kadian. Saniav Kadian. Raiseu Kumas & plackmailing merelore i tolu mem cleany man i woolo not emer mio such agreement and will not go back without any payment, then Manoj Kadian, Sanjay Kadian, Rajeev Kumar @ Musrafir

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This was pure blackmailing therefore I told them clearly that I would not enter into such agreement and will not blackmailing therefore I told them Clearly that I would not enter into such agreement and will not go back without any payment, then Manoj Kadian, Sanjay Kadian, Rajeev Kumar @ Musrafir

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