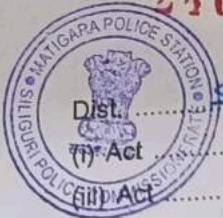


2469

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

Dist. S.P.C. P.S. Mahgore Year 2021 FIR No. 1266/21 Date 5.11.2021
 (ii) Act 406/120/2A IPC Sections 120B
 Sections 120B (iv) Others Acts & Sections 120B
 Date From May 2019 Date To May 2019

(a) Occurrence of Offence : Day 5.11.2021 Time From 12.35 hrs Time To 12.35 hrs
 Time Period 5.11.2021

(b) Information received at P.S. Date 5.11.2021 Time 12.35 hrs

(c) General Diary Reference : Entry No.(s) 215 Time 12.35 hrs

Type of Information : Written / Oral

Place of Occurrence : (a) Direction and Distance from P.S. 1 km north Beat No. 1200

(b) Address 2nd Floor, City Centre, K.D. Road, A. 200
P.S. Mahgore Dist. D.H.

(c) In case outside limit of this Police Station, then the Name of the P.S. N/A District D.H.

Complainant / Informant :

(a) Name Narain Lohcha

(b) Father's / Husband's Name Deep Chand Nag

(c) Date / Year of Birth : 215 (d) Nationality Indian

(e) Passport No. Y Date of Issue : Y Place of Issue X

(f) Occupation Y

(g) Address Flat No. M-1, Sidh Vinayak, 34th Moga PO Semb Road
PS. Bhaktinagar SP.

Details of known / suspected / unknown accused with full particulars

(Attach separate sheet, if necessary) : Arrested 1) Rana Acharya 810 Baga
Gopal Acharya of Sushant Nagar Ward No. 4
PO S.P.S. Madanpur Dist. Alipurdhwa 2) Rohit
Daw 810 Baga Daw of Bidhanepalli Mahabari
Dist. SP. 3) Suman Das Gupta and 4) Sam
Haldar 5) Um Roy

Reasons for delay in reporting by the Complainant / Informant

Particulars of properties stolen / involved (Attach separate sheet, if necessary) :

Rs. 390000

Total value of properties stolen / involved

Inquest Report / U.D. Case No. if any

FIR Contents (Attach separate sheets, if required) : The original written complaint
which is treated as FIR is re-produced on
10th

Action taken : Since the above report reveals commissions of offence(s) as mentioned at item No. 2 registered

the case and took up to the investigation / directed ASI Mirza Hossein to take up the case
of Mahgore PS on point of

investigation / refused investigation / transferred to P.S. on point of

jurisdiction. FIR read over to the Complaint / Informant, admitted to be correctly recorded and a copy given to the

Complainant / Informant free of cost.

Signature / Thumb impression of the Complainant / Informant

Noted in original complaint

Date & Time of despatch to the court :

Signature of the Officer-in-Charge, Police Station

Name : Amir Khan Officer in Charge

Rank : SP Matigara Police Station

No. 5101 Siliguri Police Commissionerate

Mahgore PS SP

To

The Officer in charge

Matigara Police Station

Matigara, Dist- Darjeeling

Dated: 5/11/21

Subject- F.I.R

Respected Sir/Madam

I, **Narip Lepcha**, Wife of **Deep Chand Nag**, Residing at Flat no M-1, Sidhi Vinayak Enclave, Jyoti nagar P.O Sevoke Road, P.S.- Bhaktinagar, District- Jalpaiguri inform you that I was thinking of starting a business for myself and in the month of November 2018 purchased shop rooms being nos. A-220 and A-221 total measuring area about 429 sq ft at 2nd floor, City Centre Mall, Uttorayon, P.S- Matigara Dist- Darjeeling. My husband, Sri Deep Chand Nag financially supported me to buy the said shop rooms. After purchase of the said shop rooms, I made several attempts to open a business but as my children were very young almost aged about 3 to 5 years old and as such it could not possible for me to do the same at that relevant point of time.

Thereafter I discussed the matter with my husband, Sri Deep Chand Nag who is Serviceman in Indian Army and posted as JOINT DIRECTOR and he suggested me that if I am not able to run any business then I should rent out the said shop rooms. Accordingly I gave an advertisement on Magic Brick for rent of the said shop rooms. After some time in month of May 2019, one **Rana Acharya Son of Braja Gopal Acharya**, resident of Shubhas nagar, Ward no: 4, P.O& P.S Madarihut, Dist Alipurduar-735220, contacted me

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through my husband as the contact number of my husband was given in the said advertisement. He informed me that he wants to open a Biryani shop therein and further gave proposal that he will only pay the maintenance, electricity charges and other expenses of the said premises and if he will gain profit from the said shop he will give 20% profit share from his business.

After discussion with my husband I agreed for same and in the month June 2019, a contract of Agreement was executed between us and copy of original agreement is lying with said Rana Acharya. The said Rana Acharya provided me only a draft copy of the said agreement. Thereafter I handed over the keys of the said shop rooms to said Rana Acharya. But when he enquired at the office of the City Centre Mall administration they told that inside the mall they will not allow the cooking on gas and such type of kitchen is also not permitted inside the mall. Ultimately they refused to allow the same.

Thereafter in the month of July 2019 said Rana Acharya informed me through my husband that he is a YouTuber and having good skill in making and uploading videos and also offered me that if I will invest some money to his production house business and allow him to open an office for production house in the name and style as "Shikha Production" and also told me that if he will gain profit from the said work then he will give 50% profit share.

But suddenly in the month of August 2019, he introduced me with his brother-in-law namely Rohit Paul son of Ashok Paul resident of Bidhanapalli, Manabari, Dist Jalpaiguri, and he further requested me to allow his said brother-in-law Rohit Paul to use a portion the said shop rooms on condition that he will pay all maintenance, electricity charges and other

expenses of the said shop rooms to the management. He also convince me that his brother-in-law, Rohit Paul has experience in business and continuously making profit in his business of consultancy/job placement service.

Subsequently an agreement dated 09/09/2019 was executed between myself and Rana Acharya in respect of the business of production house. He also informed me that it took some time to make profit. He further requested me to give my Laptop to him as at that time he was not having any laptop and accordingly I gave my laptop to him for his use.

Sir, I on good faith and trusting him allowed for the same and thereafter he started to use my said shop rooms. But suddenly in the month of December 2019, I got knowledge that the administration/management has disconnected the electricity connection of my said shop rooms. Thereafter I enquired into the matter through my husband and when he strictly asked the Rohit Paul to pay the electricity charges and maintenance and other charges, he only paid 50,000/- for the same and requested to me to pay some money and as per his request I also paid rupees 50,000/- for electricity charges and maintenance and other charges.

Thereafter I noticed that said Rana Acharya is not running any production work in the said premises. And when I asked him through my husband he told me that from January 2020, his brother-in-law Rohit Paul will take the premises on rent for rupees 20,000/- per month excluding maintenance, electricity charges and other expenses and run a consultancy under name and style as Future Next. He told me that he will make a tenancy from 1st January 2020. He also told me that he has three others partners in his business namely 1. Soham Das Gupta, 2. Sandip Halder, 3.

Umi Roy. Again I trusted him as he fully convinced me by making several promises. Thereafter the said Rohit Paul started to use my said shop rooms. I on several occasions requested Rana Acharya to make a tenancy agreement for the same and lastly in the month of February 2020 he came with an agreement for tenancy and said agreement for tenancy was containing the names of the partners of the Rohit Paul and thereafter he took my signatures but he not executed the said agreement for tenancy and not handed over the same to me and subsequently, this pandemic situation of Covid-19 had been started and a gap of communication took place and also businesses were shutdown.

In the month of September 2020, when my father-in-law died and my husband came to Siliguri for his father's Funeral. After completion of funeral I again contacted the said Rana Acharya through my husband and asked him about the tenancy agreement as the situations were becoming normal and relaxation was permitted through the guidelines of the government. At that time also he told me that his lawyer not provided the tenancy agreement. After lapse of 8 to 10 days, he told me that he misplaced the tenancy agreement and very soon he will pay the amount as per agreement.

I again through my husband requested the said Rohit Paul for tenancy agreement and ultimately and told me that he will pay a some of rupees 1,40,000/- by the 1st week of October 2020 for nine months rent that is rent from January to September 2020 and thereafter he will pay 20,000/- per month excluding maintenance, electricity charges and other expenses. It was very difficult to believe him but suddenly in the month of October 2020 he paid rupees 1,16,000/- to mall administration as maintenance charges and promise to make payment of entire rent amount that is Two lakh (from Jan to

Dec 2020) at the end of Dec 2020. After making payment of maintenance charges I thought that he is a gentleman and due to financial crisis in lockdown period he could not performs his part.

Sir, in the month of December 2020, he again approached me to invest some money in his business so that he could revive his business and consequently he will be able to pay the monthly rents and profits from business. Accordingly I paid some money through my husband to Rohit Paul which as follows:

1. On 23/12/2020, - 2,50,000/- (1.5 lakh through chq. no. 310114 and 1 lakh Cash)
2. On 09/01/2021, - 50,000/- (through RTGS)
3. On 20/01/2021, - 50,000/- (through RTGS)
4. On 27/01/2021, - 25,000/- (through RTGS)
5. On 18/02/2021, - 15,000/- (through RTGS)

Total - 3,90,000/-

Sir, after giving above mentioned money to him I requested the said Rohit Paul through my husband to give my all rents for the Jan to Dec 2020. Then he told me that he will pay the same by the first week of February 2021. But my husband approached the Rohit Paul for rent from Jan to dec 2020, he told me through my husband that he had already taken the entire amount from colleges and no more amount is due with colleges.

In the month of March 2021, he again approached me through my husband and requested to pay some money to meet the Office expenditure but I totally refused to invest/pay any money for his business and requested him to prepare rent agreement also agreement for the invested amount in his

business. He convince me by sending a draft copy of declaration on my husband Whatsapp wherein he admitted receipt of above mention money and he also declare that he will return my investment money and also pay 25% profit from business by 31st December 2021, and also told that very soon he will swear this declaration before Notary public at Siliguri. He further assured me that he will also pay the rents of the said shop rooms. Subsequently when I asked him to execute the declaration before Notary public at Siliguri he refused and ignore the same. Seeing the doubtful activities of said Rohit Paul in the month of July 2021, when my husband as per my instruction strictly told him to pay all my outstanding rent over telephone then he promised that he will pay the money within a short period of time.

In the month of October 2021, during the period of Puja vacation my husband came to Siliguri and I again through my husband requested the said Rohit Paul to get rent agreement and agreement for amount invested in his business and I also told Rana Acharya to return my laptop but he misbehaved and threatened me and my husband with dire consequences and told us that he has connection with the mafias and influential persons and I should forget about the money which I had paid to him and laptop otherwise I shall have to face serious consequences.

Immediately my husband as per my instruction made a complaint before Mall administration through mail stating the facts and after considering the same mall administration has disconnected the electricity connection of my said shop rooms as per my prayer.

Since the date of disconnection of the electricity they are regularly giving threat to me and my family and they have openly declare that they will cause

serious harm to my family and in absence of my husband they will trespass into my house.

Sir, the above named persons with malafide intentions and illegal motive have done continues illegal activities and played with my innocence for their illegal gain. They have made conspiracy against me and have cheated me and also committed breach of trust. They have also not returned my laptop after several request made by me and my husband. I further came to know that they are habitual offenders.

Sir the above named persons are very dangerous in nature. They have no fear of law.

Sir, I am requesting you to look into the matter and take legal actions against the persons namely, 1. Rana Acharya (mob-8167018284), 2. Rohit Paul (mob-9800221159/9883578770), 3. Soham das Gupta, 4. Sandip Halder and 5. Umi Roy.

Thanking You,

Yours faithfully,

Narip Lepcha

Mob: 9402877518

Received on 05.11.2021 at 21:35h
MDP-6012 No. 215 Dt. 5/11/2021 and
started Mahigara PS Case No.
1266/2021 Dt. 5/11/2021 MS
406/420/34 PC and send
to Asst. Dir. 20 Horewar for
its investigation.

5/11/2021
Officer In-charge
Matigara Police Station
Siliguri Police Commissionerate
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