



FIRST INFORMATION REPORT

(Under Section 154 Cr. P.C.)

1284

Dist. SK P.S. Pradhan Nagar Year 2022 FIR No. 231/22 Date 30.03.222. (i) Act..... Sections..... (ii) Act..... Sections.....
(iii) Act..... Sections..... (iv) Other Acts & Sections 506 IPC3. [a] Occurrence of Offence : Day..... Date From Since the month of Feb 2022
Time Period..... Time From..... Time To.....[b] Information received at P.S. Date 30.03.22 Time 22:45 hr[c] General Diary Reference : Entry No. (s) 1928 Time 22:45 hr4. Type of Information : Written Written / Oral :

5. Place of Occurrence : (a) Direction and Distance from P.S. Beat No.

[b] Address Patel Road, Pradhan Nagar, P.S. Pradhan NagarDist. Dajeling

[c] In case outside limit of this Police Station, then the

Name of the P.S. District.....

6. Complainant / Informant

[a] Name Shri. Lita Ram Bhukia[B] Father's / Husband's Name Shri. Hina Lal Bhukia[c] Date / Year of Birth..... [d] Nationality Indian

[e] Passport No..... Date of Issue..... Place of Issue.....

[f] Occupation.....

[g] Address Patel Road, Pradhan Nagar, P.S. Pradhan Nagar Dist. Dajeling

7. Details of known / suspected / unknown accused with full particulars

(Attach separate sheet, if necessary):

① Madhu Agarwal w/o. H. Laxman Agarwal of Hari
Bina, Apartment: Raja Ram Mohan Road, Hakimpara, near Akash
Hospital, P.O. P.S. Siliguri Dist. Dajeling
② Raj Kumar Agarwal s/o. H.
Munir Ram Agarwal of Pantampur, Dist. Dajeling and ③ Gurnav Agarwal

8. Reasons for delay in reporting by the Complainant / Informant

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

Rs. 16,60,000/- Sum Amounting

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 of the complainant which is treated as FIR is enclosed herewith

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..... take up investigation / refuse investigation / transferred to P.S..... 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 Written Complaint

Date & Time of despatch to the court

Dt. 31.03.22

Signature of the Officer-in-Charge, Police Station

Name Pipankar Goswami SPRank Police Constable No. 1Dt. 30.03.22

To,

The Inspector - In - Charge,

Pradhan Nagar Police Station,

Siliguri, Darjeeling

Patil - 22-03-22

Sub - FIR.

Sir, with due respect I Sri Sita Ram Bhutra S/o Late Hira Lal Bhutra Resident of Patel Road, Pradhan Nagar, P.S - Pradhan Nagar, District - Darjeeling would like to inform you that in the Month of August 2012 one Madhu Agarwal W/o Late Pawan Agarwal resident of Hari Biraj Apartment, Raja Ram Mohan Road, Hakimpara, Near Akash Hospital, P.O & P.S - Siliguri, District - Darjeeling who is/was known to me, called me to visit his handicap son and accordingly, I had been to her house and I have advised her that I have a Machine (Vibrator Machine) if she allow me than I can give him the treatment by the said machine and within few months he can be able to move and accordingly I was permitted by her to treat her handicap son and during such treatment period, one day i.e. on 13 - 8 - 2012, the said Madhu Agarwal demanded a sum of Rs. 1,00,000/- to meet her necessities and considering her poor financial condition, I have agreed for that and accordingly I paid her said money and after two months she again claimed further sum of Rs. 1,00,000/- and considering her hand to mouth condition, I have again gave her said money on condition that she will return the said money. In the month of February 2013 one Raj Kumar Agarwal S/o Late Munsu Ram Agarwal of Pritampura, Delhi, came to Siliguri and in collusion with the son of Smt. Madhu Agarwal namely Gourav Agarwal resident of Hari Biraj Apartment, Raja Ram Mohan Road, Hakimpara, Near Akash Hospital, P.O & P.S - Siliguri, District - Darjeeling came to me and have induced me to invest money to start business of footwear in partnership basis and both have assigned my work to sit in the shop and the Gourav Agarwal will work in field (Marketing field) and as per their inducement, I have agreed to invest money and accordingly on 5 - 3 - 2013 I and the said Gourav Agarwal entered into partnership and I have invested a sum of Rs. 10,00,000/- in the said partnership business and thereafter during the continuance of the business I have more or less again invested a sum of Rs. 5,00,000/- as and when required to run the business in smooth way, thus in total I have invested a sum of Rs. 15,00,000/- in the said partnership business and the said Madhu Agarwal and her son Gourav Agarwal have started behaving with me like I am the guardian of the family and they have started to take all the decisions after my approval and I have started feeling that I became the guardian of the family and out of my own fund I have

Cont..... P / 2

Received
on 30-03-22
at 22:45h
vide P.O.
G.D. No.
1928
dt 30-03-22
and marked
P.O. No. 234/22
dt 30-03-22
u/s 406/470
S.O. 506
and endorsed
to SI Rabin
Nath Sarker
to investigate
the case.
30/03/22
Inspector - In - Charge
Pradhan Nagar Police Station
Siliguri

started bearing the entire household expenses of the said Madhu Agarwal and upon my fund, the family of Madhu Agarwal has started leading their life, even I had to take the family members of Smt. Madhu Agarwal to doctor if any one became sick.

In the month of July 2015 one fine day all of a sudden I received the telephonic call of Smt Madhu Agarwal with request to visit her house immediately on the pleading that the officers of State Bank of India have come to her flat to take over the physical possession of the flat as because, since long she has not paid the instalment of the loan and after hearing her version, I rushed to her house and after discussions, the loan amount was settled with Rs. 20,00,000/- and the said Gourav Agarwal and his mother Smt. Madhu Agarwal have again induced me to pay a sum of Rs. 10,00,000/- to remit the loan in part on condition that they will hand over the title deed of the flat to me after clearance of the loan and they will pay me the said money amounting to Rs. 10,00,000/- at the earliest and as they have started treating me as their guardian, I have paid the money amounting to Rs. 10,00,000/- as part payment of the settled loan amount to save the flat from takeover the possession by the bank and the balance amount was started to paid from the partnership business. And soon after clearance of the loan, the said Gourav Agarwal and his mother Madhu Agarwal have handed over the original title deed to me and assured me that they will clear my money and thereafter they will take the title deed from me. In the mean time the talk of marriage of Gourav Agarwal took place and as I was in belief that I am the guardian, I made a huge money in the marriage of said Gourav Agarwal . Soon after the marriage of Gourav Agarwal, I was about to dismiss from their guardianship but the partnership business was as it is continued. After some time in the month f February 2018 all of a sudden, the said Gourav Agarwal and his mother asked me to revoke the partnership and after having such version, I have asked them to sit on account and asked them to pay my invested capital and other expenses, but they have denied for the same and by this and that have started avoiding me. Be it mention here that the said Gourav Agarwal and his maternal Uncle Raj Kumar Agarwal have induce me enter into partnership business in lieu of making payment of Rs. 10,00,000/- and subsequently a sum of Rs. 5,00,000/- and the said Gourav Agarwal and his mother Madhu Agarwal have induced me to make part payment of the bank loan amounting to Rs. 10,00,000/- with assurance that they will return the said money and during this six years I have incurred a sum of Rs. 50,00,000/- to save the family of Madhu Agarwal .

In spite of my repeated request to settle the account, the said Gourav Agarwal denied for the same and lastly one meeting was held and in presence of respectable persons, the said Gourav Agarwal agreed to pay a sum of Rs. 30,00,000/- (the settled amount) to me and out of the said settlement amount the said Gourav Agarwal issued an account payee cheque for the sum of Rs. 21,00,000/- and as per said settlement I have returned the original title deed to the said Gourav Agarwal and as per said settlement, it was agreed that the sum of Rs. 9,00,000/- shall be remitted to me in due course of time. Soon after getting the original title deed, the said Gourav Agarwal instructed his banker for stop payment resulting, the cheque which has been issued by him to discharge his debts and liabilities, was dishonoured by his banker with endorsement, Stop Payment and when I have asked the said Gourav Agarwal to pay the cheque value to me, he not only abused me in filthy languages but has threatened me with dire consequences and when I have made complaint to the persons under whose mediation took place, the said respectable persons have also denied to interfere into the matter and the said Gourav Agarwal ousted me from the shop and debarred me to sit in the shop. Finding no other alternative I have filed a case under Negotiable instrument Act and after filing the complaint case on 21/7/2019 and on 11-4-2019 the said Gourav Agarwal deposited a sum of Rs. 13,34,000/- in my bank account and till to date, the said Gourav Agarwal retained my balance money amounting to Rs. 16,66,000/- it is further to be stated here that whenever I demanded my money the said Madhu Agarwal and her son Gourav Agarwal used to abuse me in filthy languages and used to threat me with dire consequences.

The said Madhu Agarwal and her son Gourav Agrwal and the said Raj Kumar Agarwal with their common object under their deep conspiracy have induced me to enter into Partnership business and by making me as their guardian have induced me to pay them huge money and to pay the loan of their flat and thus they have cheated me. In spite of settlement of our account, the above named persons retained my balance settlement money amounting to Rs. 16,60,000/- for their illegal gain and wrongful loss to me.

So you are hereby requested to investigate the matter and take necessary legal action against the above named person for the interest of justice. The offence committed by the above named persons are continuing one and as I am in reasonable belief that they will make my remaining part of settlement amount so I could not lodge my complaint within time.

Thanking you

S/Anurag Kumar
22.3.22
Yours Faithfully.

76790-75630