

# FIRST INFORMATION REPORT

(Under Section 154 Cr. P.C.)

3572

1. Dist. Maligaon P.S. Maligaon Year 2022 FIR No. 622/2022 Date 27.05.2022

2. (i) Act. 406/420/120B Sections 406/420/120B (ii) Act. x Sections x

(iii) Act. x Sections x (iv) Others Acts & Sections x

3. (a) Occurrence of Offence : Day January 2019 Date From January 2019 Date To January 2019

Time Period 18.45 hrs Time From 18.45 hrs Time To 18.45 hrs

(b) Information received at P.S. Date 27.05.2022 Time 18.45 hrs

(c) General Diary Reference : Entry No(s) 1469 Time 18.45 hrs

4. Type of Information : Written / Oral

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

(b) Address LR Plot No. 433, mouja - Nonglichhara, P.S. Maligaon, Dist. Dooars

(c) In case outside limit of this Police Station, then the

Name of the P.S. x District x

6. Complainant / Informant :

(a) Name Smt. Meera Singh

(b) Father's / Husband's Name Jaspal Singh

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

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

(f) Occupation Chaitanyapur, New Rangia, P.S. Maligaon, Dist. Dooars

(g) Address Chaitanyapur, New Rangia, P.S. Maligaon, Dist. Dooars

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

(Attach separate sheet, if necessary) :

(1) Smt. Mine Barmen w/o. Rabindra Nath Barmen of Serai Nagan, New Rangia, P.S. Maligaon, Dist. Dooars, (2) Rabindra Nath Barmen.

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

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 reproduced overleaf.

13. Action taken : Since the above report reveals commission of offence(s) as mentioned in the case and took up the investigation / directed S.I. Kalipada Barmen Maligaon Police Station Siliguri Police Commissionerate to take up investigation / refused 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 on original complaint

Time of despatch to the court :

Officer In-charge  
Maligaon Police Station  
Siliguri Police Commissionerate  
Signature of the Officer-in-Charge, Police Station  
Name : Anishan Bhattacharjee  
Rank : No. 51 of Police, M.T.C. P.S./S.P.



Received on 27.05.2022 at 18:45 hrs vide RDE No. 1449  
dt. 27.05.2022 and recorded into PS Case No. 622/2022  
dt. 27.05.2022, U/s. 406/420/1309, IPC and endorsed to SI.  
Kalipada Barman for its investigation.

  
27/05/2022  
Officer In-charge  
Matigara Police Station  
Siliguri Police Commissionerate

To

The Inspector- in- charge,  
Matigara Police Station,  
District-Darjeeling,

Date: 27/05/2022

Sub : F.I.R.

Dear Sir,

With due respect I, Smt. Meera Singh, Wife of Sri Jaspal Singh, resident of Chaitanyapur, P.O. New Rangia, P.S. Matigara, District-Darjeeling, would like to draw your kind attention to the following facts :-

1. That one Smt. Mina Barman, wife of Sri Rabindra Nath Barman, resident of Sarat Nagar, P.O. New Rangia, P.S. Matigara, District- Darjeeling, represented to me that she acquired the land measuring about 7 decimal under R.S. Khatian 2/18, R.S. Plot no. 245, corresponding to L.R. Plot no. 433, Mouza-Nengtichhara, P.S. Matigara, District-Darjeeling by the strength of a registered deed of sale bearing no. 1123 of 2017, registered in the office of the A.D.S.R. Bagdogra. She further represented to me that her husband Rabindra Nath Barman was the constituted attorney of two persons namely Utpal Kumar Das and Sankar Ghosh @ Sankar Prasad Ghosh who were the owners of such land. She stated to me that Utpal Kumar Das and Sankar Ghosh transferred such land measuring about 7 decimal to her through their constituted attorney Rabindra Nath Ghosh who executed the deed in her favour on behalf of the aforesaid two persons namely Utpal Kumar Das and Sankar Ghosh.
2. That in the month of January, 2019 she proposed me to purchase the land measuring about 4 decimal or 2.5 katha out of her 7 decimal land stating that she was suffering from financial crisis. She even took me to the site and I was shown the land measuring 7 decimal and some other portion of land which was vacant in condition. I was told that she was the owner of the



land measuring 7 decimal and the extra land belonged to her husband Rabindra Nath Barman. At the same time she further told that she would transfer by way of sale the land measuring 4 decimal out of her 7 decimal to me by way of fragmentation. I found that the land measuring 4 decimal which was proposed to transfer me was lying vacant and I agreed to purchase such land measuring about 4 decimal.

3. That Mina Barman further told me that one Indranil Ghosh, son of Late Naresh Chandra Ghosh, resident of Shivmandir, Kadamtala, P.S. Matigara, District-Darjeeling, was well acquainted to her and Indranil Ghosh would deal the proposed transaction in between Mina Barman and me. She further told me that Indranil Ghosh would be a middle man and would do all deeds and acts for completion of the registration process. I was further asked to pay the total consideration amount of Rs. 10,000,00/- (Rupees ten lakh) which was settled as consideration amount for sale of such land to Indranil Ghosh. She further ensured me that if I would pay such consideration amount part by part to Indranil Ghosh, she would execute the deed of sale in my favour. Mina Barman further ensured me that she would realize the consideration amount of ten lakh from Indranil Ghosh. It was ultimately settled between me and Mina Barman that she would execute a power of attorney to Indranil Ghosh empowering him to execute the deed of sale in my favour after her realization of full consideration amount of Rupees ten lakh from Indranil Ghosh.
4. That accordingly in terms of such settlement I paid Rupees ten lakh to Indranil Ghosh part by part in cash and Mina Barman on 28/06/2019 executed a power of attorney bearing no. 705 of 2019 registered in the office of the A.D.S.R. Bagdogra in favour of Indranil Ghosh after realizing the consideration amount of Rupees ten lakh from Indranil Ghosh. By the strength of such power of attorney Indranil Ghosh was empowered to execute the deed on behalf of Mina Barman. Furthermore on the same date i.e. on 28/06/2019 Mina Barman made a written declaration affirming that



she had already realized the consideration amount of Rupees ten lakh from Indranil Ghosh.

5. That thereafter lockdown started through worldwide due to pandemic of covid-19 and the proposed land measuring about 4 decimal could not be immediately registered in my favour due to prolonged continuation of pandemic. However, on 18/10/2021 Indranil Ghosh executed the deed bearing no. 7790/2021 registered in the office of the A.D.S.R. Bagdogra on behalf of his principal Mina Barman and thereby Mina Barman sold the land measuring 4 decimal to me. I was very happy to feel that I could have been the owner of the land measuring 4 decimal after incurring my hard money but the fact speaks different and I have been cheated by Mina Barman and her husband.
6. That after execution of the sale deed in my favour, I thought that my purchased land should be surrounded by a pucca boundary to protect the same. On 20/03/2022 I accumulated some building materials and decided to construct a boundary wall on my purchased land. When I started constructional work over my purchased land, two persons namely Nanda Kumari Chettri and Miss Diki Chettri raised objection and categorically claimed that they are the owners of the land measuring about 10 Katha including my purchased land measuring 4 decimal or 2.5 Katha by virtue of a registered deed of sale bearing no. 2506/2016, registered in the office of the A.D.S.R. Bagdogra. The deed bearing no. 2506/2016 was executed by Rabindra Nath Barman who is the husband of Mina Barman and two other persons namely Utpal Kumar Das and Sankar Ghosh who transferred the land measuring 7 decimal to Mina Barman. After obtaining the certified copy of the deed of sale bearing no. 2506/2016, it is noticed that my purchased land measuring 4 decimal is the part and parcel of the land measuring 10 Katha purchased by Nanda Kumari Chettri and Diki Chettri. It is crystal clear from the boundary mentioned in my deed and the deed of Nanda Kumari Chettri and Diki Chettri that the land measuring 4 decimal