

## FIRST INFORMATION REPORT

1349

(Under Section 154 Cr. P.C.)

1. Dist. SPC P.S. Matigara Year 2022 FIR No. 799/22 Date 18/07/222. (i) Act. IPC Sections. 406/420 (ii) Act. Sections.

(iii) Act. Sections. (iv) Other Acts &amp; Sections.

3. [a] Occurrence of Offence : Day. Date From 13/07/2022 Date To Till date

Time Period. Time From. Time To.

[b] Information received at P.S. Date 18/07/22 Time 11:20 hrs.[c] General Diary Reference : Entry No. (s) 932 Time 11:20 hrs.4. Type of Information : Written Written / Oral :

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

[b] Address Uttarayan Ps. Matigara Dist Durgam[c] In case outside limit of this Police Station, then the N/A

Name of the P.S. District.

6. Complainant / Informant :

[a] Name Smt. Manjula Sahu[B] Father's / Husband's Name H. Anil Singh Sahu[c] Date / Year of Birth. [d] Nationality Indian

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

[f] Occupation.

[g] Address Flat no. 904, High Flats, Tower-8 Uttarayan residency Ps. Matigara

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

(Attach separate sheet, if necessary):

(1) Dr. Afif Jabal Hussain

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

Not mentioned

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

10. Total value of properties stolen / involved B. 34,76432/-11. Inquest Report / U.D. Case No. If any. N/A12. FIR Contents (Attach separate sheets, if required) The original / written Complaintwhich is treated as FIR is reproduced over leaf.

13. Action taken : Since the above report reveals commission of offence(s) as mentioned in Item No. 2,

registered the case and took up the investigation / directed.

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 original Complaint.

Date &amp; Time of despatch to the court

on 18/07/22 at 11:20 hrs.

Signature of the Officer-in-Charge, Police Station

Name Mahesh SinghRank SI of Police No.18.7.2022



To  
The Officer-in-charge  
Matigara Police Station  
District Darjeeling  
Pin: 734010

Date: 18.07.2022

Sub - Complaint against DR. ASIF IQBAL HUSSAIN son of Ahmed Hussain, resident of Plot no. 26, Zone - F23, F-23/26, Uttarayon Residency, P.O. & P.S. Matigara, District Darjeeling, Pin- 734010 (WB) alleged cheating, criminal breach of trust of an amount of Rs.34, 76,432/- (Rupees Thirty Four Lakh Seventy Six Thousand Four Hundred Thirty Two) only.

Respected Sir

With due respect I, **SMT. MANJULA SAHU** wife of Late Anil Singh Sahu, aged about 52 years, residing at Flat No. 904, High Flats, Tower - 8, Uttarayon Residency, P.O. & P.S. Matigara, District Darjeeling, PIN - 734010 (WB), lodging this complaint against Dr. Asif Iqbal Hussain son of Ahmed Hussain, resident of Plot no. 26, Zone - F23, F-23/26, Uttarayon Residency, P.O. & P.S. Matigara, District Darjeeling.

That my husband Mr. Anil Singh Sahu now deceased and Dr. Asif Iqbal Hussain had entered into a MEMORANDUM OF UNDERSTANDING on 11<sup>th</sup> day of July, 2013 and decided to establish MRI Health Care Center and Diagnostic cum Pathological Lab. That my husband and Dr. Asif Iqbal Hussain formed a private limited company named as "Excel MRI Health Services Private Limited" which was incorporated on 30<sup>th</sup> day of November, 2012 and proposed to be established at rented premises situated at Meghnath Saha Sarani, Pradhan Nagar, Siliguri - 734003, West Bengal. Meanwhile my husband and Dr. Asif Iqbal Hussain mutually agreed to appoint me as the Director of the Company. That as per the agreement, my

Received on 19/07/22 at 11:20 hrs vide M.T.G PS  
GIDE M-932 and started M.T.G PS case 799/22 add.  
18/07/22 U/s 406/420 IPC and endorsed to P.S. Sumit  
Sankar for its investigation

2.7.2022  
Officer-in-charge  
Matigara Police Station  
Siliguri Police Commissionerate

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husband and Dr. Asif Iqbal Hussain equally liable to pay and settle any liabilities arising to the Company in respect of financial assistance obtained from the State Bank of India, Pradhan Nagar Branch, Siliguri. That my husband was suffering from cancer and due to which I had to spend huge money in the year 2013 but I could not save the life of my husband and at last he died on 27.08.2013 at B.L. Kapoor Hospital, Delhi. That after the demise of my husband, I entered into an agreement dated 1<sup>st</sup> February 2014 with Dr. Asif Iqbal Hussain and in the aforesaid agreement Dr. Asif Iqbal Hussain had categorically accepted that he shall pay me.

- I. Investment made by my husband in form of share capital i.e. Rs.16, 50,000/- (Sixteen Lakh Fifty Thousand) only in the formation of Excel MRI Health Service Pvt. Ltd.
- II. Outstanding Loan amount of Rs.32,76,432/- (Thirty Two Lakh Seventy Six Thousand Four Hundred Thirty Two) only standing at the credit of my deceased husband as on 13.07.2017 in form of unsecured loan in the establishment of Excel MRI Health Service Pvt. Ltd.
- III. Outstanding Unsecured Loan amount of Rs.1,00,000/- (Rupees One Lakh) only standing at the credit of me as on 13.07.2017 in the establishment of Excel MRI Health Service Pvt. Ltd.

It is pertinent to mention here that the above unsecured Loans has been duly certified in the Independent Auditor's Report dated 15<sup>th</sup> day of November, 2014.

That as per the aforesaid agreement dated 1<sup>st</sup> February 2014 Dr. Asif Iqbal Hussain has agreed/suppose to pay Rs.50,000/- (Rupees Fifty Thousand) only per month and Rs.2,00,000/- (Rupees Two Lakh) only at the end of every six months in respect of the aggregate above unsecured loan i.e.



Rs.33,76,432/- (Rupees Thirty Three Lakh Seventy Six Thousand Four Hundred Thirty Two) only to me.

That It is pertinent to mention here that Dr. Asif Iqbal Hussain further agreed to purchase the share capital of Rs.16,50,000/- (Rupees Sixteen Lakh Fifty Thousand) only which was introduced by my husband shall at cost jointly with his wife Mrs. Reha Hussain.

That as per the aforesaid agreement dated 1<sup>st</sup> February 2014 Dr. Asif Iqbal Hussain has paid a sum of Rs.15,50,000/- (Rupees Fifteen Lakh Fifty Thousand) only out of above agreed amount to me by the end of July' 2017 (viz 13.07.2017), in my bank account.

That Dr. Asif Iqbal Hussain have paid me lump-sum amount of Rs.15,50,000/- (Rupees Fifteen Lakh Fifty Thousand) only being net of receipts and payments between the period from 22.07.2015 to 13.07.2017 out of total amount payable Rs.50,26,432/- (Rupees Fifty Lakh Twenty Six Thousand Four Hundred Thirty Two) and the balance amount of Rs.34,76,432/- (Rupees Thirty Four Lakh Seventy Six Thousand Four Hundred Thirty Two) only has not been paid by Dr. Asif Iqbal Hussain till date.

That I have made several attempts over phone as well as personally met with Dr. Asif Iqbal Hussain for clearing the outstanding amount but till date nothing has been done on the part of the Dr. Asif Iqbal Hussain and finding no other alternative I had sent a legal notice to Dr. Asif Iqbal Hussain dated 17.11.2021 through my counsel Advocate Ronit Kumar Jha by registered post vide postal receipt no. RW901702132IN and the same was duly delivered to him on 22.11.2021 but Dr. Asif Iqbal Hussain after duly