

FIRST INFORMATION REPORT

(Under Section 154 Cr. P.C.)



Dist. SPC P.S. Bhaktinagar Year 2023 FIR No. 223/23 Date 23/03/2023

i) Act IPE Sections 406/420 ii) Act - Sections -

(iii) Act - Sections - (iv) Others Acts & Sections -

3. (a) Occurrence of Offence : Day 10/8/2022 Date From 10/8/2022 Date To -

Time Period - Time From not mentioned Time To -

(b) Information received at P.S. Date 23/3/2023 Time 11.15 hrs.

(c) General Diary Reference : Entry No(s) 1319 Time 11.15 hrs

4. Type of Information : Written / Oral

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

(b) Address 10 Kathas of Land under R.S Plot No-2 corresponding to L.R Plot No-141, R.S Khatian No-118/3 corresponding to L.R Khatian No-119, R.S Sheet No-8, LR Sheet No-22, Mouza- Dasgram, PS-Bhaktinagar,

(c) In case outside limit of this Police Station, then the Name of the P.S. - District -

6. Complainant / Informant :

(a) Name Sri Anil Bindal

(b) Father's / Husband's Name Sri Om Prakash Bindal

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

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

(f) Occupation -

(g) Address Sarada Apartment, Gurnanank Sarani, Panjabipore, PS-Siliguri, Dist-Surgeeling.

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

(Attach separate sheet, if necessary) : Satyanarayan Barmen s/o-Sri Kabilal Barmen of Gandhinagar, Ward No-43, PS-Bhaktinagar, Dist-Jalpaiguri.

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 Rs. 31,00,000/- only

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 F.I.R is enclosed here with.

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 S.I. D.N. BAKSHI 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 Noted in original Complaint. of the Complainant / Informant

DR No. 1629 Date 24/3/23 Signature of the Officer-in-Charge, Police Station Sri Amarash Singh

Bhaktinagar Police Station SPC Rank : No. 1/c, Bhaktinagar P.S., SPC.

15. Date & Time of despatch to the court : -

To,
The Officer-In-Charge
Bhaktinagar Police Station
District - Jalpaiguri.

Date :-

Received on 23/3/23 at 14:15 hrs.
Vide Govt No. 1313 & Standard
Bhaktinagar FC Case No. 223/23
Date 23/3/23 4/1 - 306/4207
SI P.N. Bindal will investigate
Jalpaiguri.

26/3/23
Inspector in Charge
Bhaktinagar Police Station
Siliguri Police Commissionerate

Sub :- F.I.R. against Sri Satyanarayan Barman
S/o Sri Kabilal Barman, resident of Gandhi
Nagar, Ward no. 43 of S. M. C., Post office -
Sevoke Road, Police Station - Bhaktinagar,
District - Jalpaiguri who has cheated an
amount of Rs.31,00,000/ (Rupees thirty one
lacs) only from me and Sri Pravesh Agarwal
by false promise and committed criminal
breach of trust including other offences as
stated here-in-below with us for his
wrongful gain.

Respected Sir,

I, Sri Anil Bindal S/o Sri Om Prakash Bindal, resident of Sarada
Apartment, Guru Nanak Sarani, Panjabi Para, Post office & Police Station
- Siliguri, District- Darjeeling, Pin -734001 beg to inform you the
following facts for your kind consideration and immediate legal steps.

That I and Sri Pravesh Agarwal S/o Sri Gopal Agarwal resident of T.N.
Road, Sonada, Khasmahal, Post office - Sonada, Police Station-Jorbangla
District - Darjeeling, Pin-734209 are paid a total sum of Rs.31,00,000/-
(Rupees thirty one lacs) only to Sri Satyanarayan Barman S/o Sri Kabilal
Barman, resident of Gandhi Nagar, Ward no. 43 of S. M. C., Post office -
Sevoke Road, Police Station - Bhaktinagar, District - Jalpaiguri in account
of advance against a piece of land measuring 10 (ten) kathas which is
under R. S. plot no. 2 corresponding to L. R. plot no. 141, recorded in R.S.
khatian no. 118/3 corresponding to L. R. khatian no. 119, situated in R.S.
Sheet no. 8 corresponding to L. R. Sheet no. 22, Mouza -Dabgram, Police
Station - Bhaktinagar, District - Jalpaiguri and said person executed two
separate sale agreements in this regard with us both are dated 10/8/2022
in presence of the witnesses as mentioned therein but at present, said
person flatly refused to sale said area of land to us by registered deed
with a clear intention to cheat our money for his personal gain.

Anil Bindal

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That I have paid a sum of Rs.15,50,000/- (Rupees fifteen lacs fifty thousand) only to said person in account of advance against a piece of land measuring 5 kathas in said plot by virtue of said sale agreement dated 10/8/2022 and out of said amount, I have paid a sum of Rs.10,00,000/- (Rupees ten lacs) only to said person in his bank account through On-line/account payee cheque and rest of the amount, I have paid to said person by cash. The photocopy of said sale agreement dated 10/8/2022, my bank statement and money receipt against cash payment are enclosed herewith for your kind perusal.

That said Sri Pravesh Agarwal has paid a sum of Rs.15,50,000/- (Rupees fifteen lacs fifty thousand) only to said person in account of advance against a piece of land measuring 5 kathas in said plot by virtue of said sale agreement dated 10/8/2022 and out of said amount, he has paid a sum of Rs.10,00,000/- (Rupees ten lacs) only to said person in his bank account through On-line/account payee cheque and rest of the amount, he has paid to said person by cash. The photocopy of said sale agreement dated 10/8/2022, bank statement of Sri Pravesh Agarwal and money receipt against cash payment are enclosed herewith for your kind perusal.

That the period of the said both agreement dated 10/8/2022 initially was 3 (three) months from the date of execution of said agreements as clearly and categorically stated therein and therefore, I and Sri Pravesh Agarwal are jointly requested to said person in the first week of December 2022 to complete the registration of the said agreement mentioned area of land in our favour and we were ready to pay the balance consideration money against said area of land to him but said person requested us to delay the registration work for a period of two months due to his personal problem and due to this reasons, I and Sri Pravesh Agarwal verbally extended the period of the said agreement for another two months on his request.

That one of the witness of said both agreement namely Sri Suraj Paswan went to the house of said person in the first week of February 2023 on our request to fix up the registration date of the said agreement mentioned area of land and said person had verbally assured to said Sri Suraj Paswan that he will execute and register proper sale deed in respect of the said agreement mentioned area of land to and in favour of me and Sri Pravesh Agarwal on 22/2/2023 but said person issued lawyer notice to me and said Sri Pravesh Agarwal which we have received in the second

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✓ *Amil Pandey.*

week of February 2023 and it is stated in the said lawyer notice that "the agreement dated 10/8/2022 between you and my client stands terminated..." and therefore, our lawyer has issued reply letter against said illegal notice and stated the entire facts as stated therein. The photocopy of said lawyer notices which were issued Sri Dulal Chandra Roy, Advocate Jalpaiguri Court for and on behalf of Sri Satyanarayan Barman and the reply letters which were issued by Sri Ranjit Singh, Advocate for and on behalf me and said Sri Pravesh Agarwal are enclosed herewith for your kind perusal.

That I, said Sri Pravesh Agarwal and all the witnesses of the said sale agreements went to the house of said Sri Satya Narayan Barman immediate after received said lawyer notice and talked elaborately with him about the contents of said lawyer notice, then said Sri Satyanarayan Barman had admitted before us that the contents of said lawyer notices were not issued rightly and properly and he had assured us that he will execute and register proper sale deed in respect of the said area of land as mentioned in the schedule of the said two separate agreements to and in our favour within the first week of March 2023, accordingly I and said Sri Pravesh Agarwal were called him over telephone on 3/3/2023 to fix up registration date so that we can prepare our sale deed through our lawyer but he refused to receive our call repeatedly, thereafter, I and Sri Pravesh Agarwal including the witnesses of the said agreement again went to his house on 5/3/2023 but his house members informed us that Sri Satyanarayan Barman is out of station though so far our knowledge he was in his house and intentionally avoid us due to his ill motive.

That I and Sri Pravesh Agarwal had tried to contact with him several times on and from 3/3/2023 to till date over telephone but we failed to get his response which reasons best known to him but now it is crystal clear that said person has an intention to cheat our said paid amount which he has taken in account of advance by virtue of said two separate sale agreements for his wrongful gain and his entire act is a clear case of criminal breach of trust and cheating as well as forgery as because probably he is not the genuine owner of the said area of land which details is clearly and categorically mentioned in the schedule of the said two separate sale agreements, inspite of that, he has taken said huge amount from us in account of advance by producing false and forged documents having full knowledge that same is not genuine.

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✓ Anil Bandyopadhyay

Under the circumstances, it is prayed before your Honour that please to look into the matter immediately after considering the facts and paper as enclosed herewith and take appropriate legal steps against the said person and his associates who are involved with said offences and it is a further request before your Honour that please to do the needful so that said person shall be bound to register said area of land in our favour after receiving balance consideration money subject to it's clear title and possession otherwise your Honour may take appropriate steps to recover our entire paid amount from the custody of the said person for the ends of justice. Hope, you will do the needful at an earliest after considering the urgency of the situation.

Thanking You

Enclosure :-

Yours faithfully

1. The photocopy of Sale Agreement dated 10/8/2022 which is made in between Sri Anil Bindal and Sri Satyanarayan Barman. ✓ *Anil Bindal*
Sri Anil Bindal
(M) -9832627798
2. The photocopy of Bank Statement of Sri Anil Bindal.
3. The photocopy of Money Receipt against cash payment which has been paid by Sri Anil Bindal to Sri Satyanarayan Barman.
4. The photocopy of Sale Agreement dated 10/8/2022 which is made in between Sri Pravesh Agarwal and Sri Satyanarayan Barman.
5. The photocopy of Bank Statement of Sri Pravesh Agarwal.
6. The photocopy of Money Receipt against cash payment which has been paid by Sri Pravesh Agarwal to Sri Satyanarayan Barman.
7. The photocopy of Lawyer Notices which were issued Sri Dulal Chandra Roy, Advocate Jalpaiguri Court for and on behalf of Sri Satyanarayan Barman.
8. The Photocopy of reply letter against lawyer notices issued by Sri Ranjit Singh, Advocate for and on behalf Sri Anil Bindal and said Sri Pravesh Agarwal.