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1. Dist. Siliguri P.S. Matigara Year 2023 FIR No. 725/23 Date 06/09/23  
 2. i) Act 406/4015 IPC/2013 Sections 406/4015 IPC/2013 Sections 406/4015 IPC/2013  
 ii) Act 406/4015 IPC/2013 Sections 406/4015 IPC/2013 iv) Others Acts & Sections 406/4015 IPC/2013

3. (a) Occurrence of offence : Day 20/5 Date From 20/5 Date To Till date  
 Time Period — Time From — Time To —

(b) Information received at P.S. Date 06/09/23 Time 20:35 hrs

(c) General Diary Reference : Entry No (s) 306 Time 20:35 hrs

4. Type of Information Written Written / Oral

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

(b) Address Mouza Patiram P.S. Matigara Dist. Darjeeling

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

## 6. Complainant / Informant :

(a) Name Ratan Ghosh

(b) Father's / Husband's Name H. Nandlal Ghosh

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

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

(f) Occupation —

(g) Address Vedarpally, Ward no-7 SMC P.S. Siliguri Dist. Darjeeling

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

(Attach separate sheet, if necessary) :

1. Gayanta Dhar s/o H. Arun Ch. Dhar 2. MD. Nizamuddin  
@ MD Nizamuddin s/o Rajul Ali

## 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 enclosed/reproduced over leaf.

13. Action Taken : Since the above report reveals commission of offence(s) as mentioned at item No. 2, Registered in charge took up the investigation / directed SI Kalipada Barman Matigara Police Station to take up investigation / refused investigation / transferred to P.S. Siliguri Police Commissionerate 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.

14. Signature / Thumb impression of the Complainant / Informant

Noted in Original Complaint

Officer-in-Charge  
Matigara Police Station  
 Signature of the Officer-in-Charge, Police Station  
Siliguri Police Commissionerate  
 Name : Bipul Talukder

15. Date & Time of despatch to the court : On 08/09/23 at 11:00 hrs. Rank : No. SI of police



To

The I.C.,  
Matigara Police Station,  
Dist. Darjeeling.

Date:- 6/9/23

Respected Sir,

With due respect, I **Sri. Ratan Ghosh**, Son of Late Nandalal Ghosh, resident of Jadavpally, S.M.C. Ward No. 07, P.O. Siliguri Bazar, P.S. Siliguri, Dist. Darjeeling-734005 beg to state that I am a Senior Citizen aged about 62 Years. I am owner of land measuring 0.28 Acre i.e. undivided 5.5% share of 5 Acres land, recorded in R.S. Khatian no.2, under R.S. Plot nos. 197,198,199 & 200, corresponding to L.R. Plot nos. 197/830, 164, 197/831, 197/832, L.R. Khatian No. 1492, 1363, 1490, 1493, 1494, 1495, 2445, 3049, 3062, 3556, 3631, 3690, 3933, 3934, 3935, 3937, 3939, 3940, 3946, 3947, 3948, 3949, 3950, 3951, 3959, 3960, 3961, 3962, 3963, 4073, 4311, 4157, 4124, 4145, 4387, situated under Mouza Patiram, J.L. No. 77, Pargana Patharghata, P.S. Matigara, Dist. Darjeeling. There was a dispute in regard to partition of the joint property between me and my brothers and sisters. During the pendency of partition suit, in the month of August 2015, one Sri Jayanta Dhar, S/o- Late Arun Chandra Dhar, College Para, S.M.C. Ward No. 17, P.O. & P.S. Siliguri, Dist. Darjeeling, West Bengal informed me that he has already purchased some shares of land from my brothers in the name of his staff namely Md. Nijamuddin @ Md. Nijanuddin, S/o. Rajak Ali, Diesel Colony, Siliguri Junction, P.O. & P.S. Pradhannagar, Dist. Darjeeling. I came to learn from Jayanta Dhar and also realized that Jayanta Dhar has huge movable and immovable properties which he has purchased in the name of his staffs, employees and associates.

Jayanta Dhar has approached me to settle the dispute of partition as he has already bought some shares and approached me to sell my share of land to him on a total consideration of Rs.1,40,00,000/-. One agreement was executed between me and said Jayanta Dhar. He has paid Rs.5,00,000/- at the time of agreement. It was mentioned in the said agreement dt. 21.08.2015 that I have to withdraw the Partition Suit being no. 100/2011 and said Jayanta Dhar agreed and assured by executing the agreement that he will pay the balance amount of Rs.1,35,00,000/- to me within 31/03/2016. As per terms and condition of agreement for sale, mentioned in clause no. 9, if said Jayanta Dhar failed to pay the balance consideration money within the stipulated period for his own latches and negligence, I shall have liberty to cancel the agreement without any prior notice and in that case the total advance amount will be forfeited. I just got total amount of Rs.62,00,000/- from Jayanta Dhar.

Thereafter, in the month of June 2019, said Jayanta Dhar has given three account payee cheques to me for payment of balance consideration money of Rs.78,00,000/- (Seventy Eight Lacs) only and asked me to sign in four deeds as confirming party executed by his staff Md. Nijamuddin. On good faith, I have given my signatures in the deeds being no.I-3609, 3610, 3611 & 3612 for the year of 2019 sold by Md. Nijamuddin. But subsequently Jayanta Dhar asked me not to deposit such cheques for encasement, because of his insufficient fund. The cheques



number were 140507 dated 15/08/2019, 140515 dated 20/01/2021 and 140516 dated 20/01/2021 and the said cheques are still in my custody.

Thereafter, Jayanta Dhar neglected to pay the balance consideration amount to me, subsequently and on good faith, I have entered into a supplementary agreement within Jayanta Dhar on 25/09/2022. Though the supplementary agreement for sale was executed but it was mentioned in the said agreement (page no. 3), that "this supplementary for sale shall be considered as integral part of aforesaid principal deed of agreement for sale for all intention purposes and shall always be read jointly for all lawful purposes".

As per supplementary agreement for sale, said Jayanta Dhar was also agreed to pay the balance consideration money of Rs. 78,00,000/- (Seventy Eight Lacs) only to me within the stipulated period of 30 days mentioned in the supplementary agreement, but failed to do so. Since last Seven and half years, said Jayanta Dhar has been neglecting to pay the balance consideration amount and just hanging me for his illegal gain. Though the entire property is not partitioned between my brothers and sisters, but said Jayanta Dhar in conspiracy with his staff Md. Nijamuddin have already sold almost entire property to different persons and misappropriated the money therefrom. Recently since the month of February 2023, said Jayanta Dhar as well as his staff have been threatening me and they have been trying to grab my property/share for their illegal gain. They have been harassing me by different ways. Now I could understand that since the very beginning there was a deep conspiracy between Jayanta Dhar and Md. Nijamuddin and for the purpose to cheat me, Jayanta Dhar had entered into an agreement with me and by paying a minimum amount of Rs.62,00,000/-, he has been trying to capture my entire property which is now valued more than Rupees one and half crores. I also came to learn that Jayanta Dhar and Md. Nijamuddin have huge landed properties in and around Siliguri and by malpractice, they use to grab the properties from many persons. I would like to mention that now said Jayanta Dhar and Md. Nijamuddin have been pressurizing me to sell my land without claiming the balance consideration amount.

Therefore, I request you to investigate the matter and to take necessary legal action against Sri Jayanta Dhar, S/o- Late Arun Chandra Dhar, College Para, S.M.C. Ward No. 17, P.O. & P.S. Siliguri, Dist. Darjeeling, West Bengal and Md. Nijamuddin @ Md. Nijanuddin, S/o. Rajak Ali, Diesel Colony, Siliguri Junction, P.O. & P.S. Pradhannagar, Dist. Darjeeling. And for this kindness, I shall be obliged to you.

Received on 06/09/23 at 20:35 hrs.  
vide Matigara PS 905 NO-205 and  
started Matigara PS case NO-735/23  
Dtd. 06/09/23 D/S 408/420/528/120132P  
and endorsed to SI Kalipada Barmen  
for the investigation

Yours faithfully

Ratan Ghosh,

(RATAN GHOSH)

Mobile No. 98320-80376

06/09/23  
Officer-in-Charge  
Matigara Police Station  
Siliguri Police Commissionerate