

FIRST INFORMATION REPORT

(Under Section 154 Cr. P.C.)



1. Subjecting P.S. Siliguri Year 2024 FIR No. 604/24 Date 30/6/2024

2. IPC Sections 406/420/120B ii) Act Sections (iv) Others Acts & Sections

3. (a) Occurrence of Offence Day 28.06.2024 Date From 28.06.2024 Date To 28.06.2024

Time Period Time From 2 Time To 00.21 hrs

(b) Information received at P.S. Date 30.06.2024 Time 00.21 hrs

(c) General Diary Reference Entry No(s) 1511 Time 00.21 h

4. Type of Information Written / Oral

5. Place of Occurrence (a) Direction and Distance from P.S. 1 KM North approx. Beat No. 50/3

(b) Address Matri mandir Apartment- Stree Nagar Sarani Babu para. P.O. PS - Siliguri Dist. D.J.G.

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

6. Complainant / Informant (a) Name Akhi Chandra Biswas

(b) Father's / Husband's Name Lt. Nitai Chandra Biswas

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

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

(f) Occupation

(g) Address 50/3 Matri mandir Apartment- Babu para P.O. PS-24 Dist. D.J.G.

7. Details of known / suspected / unknown accused with full particulars (Attach separate sheet, if necessary)

Bikash Deb s/o Biswanath Deb R/o Shantikata Apartment 3rd Floor Flat No D3 VIP area Bagmati P.O. BSWI-1 Nagarpur Bagmati Dist Kolkata - 700059 Dist North 24 Pargana.

2) Smt Shukla Dutta (Land owner) Contact No 6290943621 W/o Lt Pijush Dutta @ Pijush Kanti Dutta m) Smt Paramita Dutta (Land owner) Ph No. 9830113184 D/o Lt Pijush Dutta @ Pijush Kanti Dutta both are of Ujas Condoville Block 2 flat No. 0006/9 SK Deb Road P.O. Stree Bhumi P.S. Lake Tim North 24 Parga

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

Particulars of Accused persons :-

- 4) Smt Priyanka Dutta (Land owner) d/o Pijush Dutta @ Pijush kanti Dutta of Princes Sibot Talay 16 Baguati Road P.O Ghugu Danga P.S Dumdum Dist North 24 Pargana
- 5) Hardik Vadalina (Witness) Princes Sibot Talay 16 Baguati Road P.O Ghugu Danga P.S- Dumdum Dist North 24 Pargana
- 6) Aayushmaan Chakroborty (Witness) of 69 S.K. Deb road Ujjas condoville Block 2 flat No 001 north 24 pargana
- 7) Atul Chandra Gain (witness) s/o Lt Kiran Ch Gain of Mohipal P.O kantivita P.S Phasidewa Dist DJG
- 8) Nanda Dulal Saha @ babu Saha c/o Lt Sasanka Sakhar Saha P.O and PS Phashidewa Dist DJG and
- 9) Bidhu Bhusan Singh 10 Anish baidya 11) Supriya baidya 12) Mrinal kanti Gain 13) Anndita Ghosh Deb w/o Bikash Deb and others

30/6/2024
Inspector Incharge
Station

Date: 29/06/2024

To,
The Inspector-In-Charge,
Siliguri Police Station,
Dist.: - Darjeeling.

SUB: - Written Complaint against 1. BIKASH BEB [GENERAL POWER OF ATTORNEY HOLDER], CONTACT NO: 9163123074, S/o Biswanath Deb, R/o Shantinekatan Apartment 3rd Floor, Flat No: D3, VIP Area Baguihati, P.O. Aswini Nagar, P.S. Baguiati, Kolkata - 700059, Dist: North 24 Parghana, 2. SMT. SHUKLA DUTT, [LAND OWNER], CONTACT NO: 6290943921, W/o Late Pijush Dutt @ Pijush Kanti Dutt, 3. SMT. PARAMITA DUTTA, [LAND OWNER], CONTACT NO: 9830113184, D/o Late Pijush Dutt @ Pijush Kanti Dutt, Both are residing at Ujjas Condoville Block -2, Flat No. 0001, 69, S. K. Deb Road, P.O. Sree Bhumi, P.S. Lake Town, Kolkata - 700048, Dist. North 24 Parganas, West Bengal, 4. SMT. PRIYANKA DUTTA, [LAND OWNER], D/o Late Pijush Dutt @ Pijush Kanti Dutt @ Pijush Dutta, Residing at Princes Sibot Talay, 16, Baguati Road, P.O. Ghugu Danga, P.S. Dumdum, Kolkata - 700028, Dist. North 24 Parganas, West Bengal, 5. SRI. HARDIK VADALIA, [WITNESS], Resident of Princes Sibot Talay, 1st floor Flat No: 102, 16, Baguati Road, P.O. Ghugu Danga, P.S. Dumdum, Kolkata - 700028, Dist. North 24 Parganas, West Bengal, 6. AAYUSHMAAN CHAKROBORTY, [WITNESS], Resident of 69, S. K. Deb Road, Ujjas Condoville Block -2, Flat No. 001, Kolkata - 700048, Dist. North 24 Parganas, West Bengal. 7. ATUL CHANDRA GAIN, [WITNESS], S/o Lt. Kiran Ch, Gain, Resident of Vill. Mohipal, P.O. Kantivita, P.S. Phansidewa, Dist: Darjeeling, 8. NANDA DULAL SAHA @ BABU SAHA, [WITNESS] CONTACT NO: 9614086066, C/o Lt. Sasanka Sakhar Saha, R/o P.O. & P.S. Phansidewa, Dist.: Darjeeling, 9. BIDHU BHUSAN SINGH, 10. ANISH BAIDYA, 11. SUPRIYA BAIDYA, 12. MRINAL KANTI GAIN, 13. ANINDITA GHOSH DEB, W/o BIKASH DEB, CONTACT NO: 9903814978 AND OTHERS.

Sir,

With due respect I **SHRI. AKHIL CHANDRA BISWAS**, S/o Late Nitai Chandra Biswas, resident of 50/3, Matrimandir Apartment, Babupara, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, in the State of West Bengal, would like to draw your kind attention towards the following effect that one Bikash Deb at about 1 year ago contacted me via phone and who got my contact no through my client and informed he want to meet with me regarding one land measuring about 8 [Eight] Bigha with Boundaries having a dismantled structure and trees standing thereon and measuring 264 Decimals (Possession), and 241.5 Decimals as per registered deed, Recorded in Old

Khatian No.- 50, New L.R. Khatian - 45, in L.R. Plot Nos. 47, 48, 22, 24, 31, 19, 21, 204, 27, 736, 17,29, 20,14, 30, 36, 16, 45, 34, 33, 37, 38, 23, 32, 50, situated within Mouza - Mohipal, J.L. No. 88, P.S. Phansidewa, Dist. Darjeeling, as because the land owners are resident of Kolkata and they are presently not able to look after the aforesaid land as because they want to sale the aforesaid land removing / correcting all sort of disputes which are / were arisen in the aforesaid land, and also the surrounding local peoples are disturbing by several means regarding sale of the aforesaid land, ultimately aforesaid Bikash Deb met with me at my chamber cum residence at 50/3 Matrimandir Apartment, Sree Maaa Sarani, Babu para, P.O. & P.S. Siliguri, Dist: Darjeeling., in the middle part of 2023 and supplied 4 [Four] Photocopies of Sale Deed Being No's. **i.** Deed No: 758 Dated: 16.07.2002, purchased by **INDIAN FISHERIES & POULTRY**, represented by its Partners Pijush Dutt (Now Deceased), Shukla Dutt, Swapan Kr. Sarkar, Sibani Sarkar. **ii.** Deed No: 761 Dated: 16.07.2002, purchased by **PIJUSH DUTT** (Now Deceased), **iii.** Deed No: 762 Dated: 16.07.2002, purchased by **RAJMATA TEA COMPANY PRIVATE LIMITED**, represented by its Director Pijush Dutt (Now Deceased), Shukla Dutt, Swapan Kr. Sarkar, Sibani Sarkar. **iv.** Deed No: 763 Dated: 16.07.2002, purchased by **SUMONGAL ENGINEERING INDUSTRIES**, represented by its Proprietor Pijush Dutt (Now Deceased). Thereafter the Land owners also talked with me through phone and assured me that aforesaid Bikash Deb is their person and who deal with aforesaid property / land on behalf of them. Thereafter several times I visited the property and talked with the surrounding people of that locality and agreed to do the needful for the land owners and the aforesaid land owners created pressure upon me to purchase the land, then I asked them to come to Siliguri for agreement for sale, then aforesaid Shukla Dutt along with other Land owners requested me it is not possible for her to come to Siliguri for her ill-health for which they will execute a power of attorney in favour of aforesaid Bikash Deb who will sign on the agreement for Sale on their behalf. Ultimately on 25.01.2024 the aforesaid Bikash Deb came to my chamber cum residence along with two [2] registered-original general power of attorney being No's : 477 of 2024 dated: 15.01.2024 & 478 of 2024 dated: 15.01.2024 in favour of him, The photocopy of the two registered general power of attorney in Annexed with this complaint as **Annexure - 1 & 2.**, wherein I noticed that the aforesaid land owners executed the same in favour of Bikash Deb vesting the power to sale also and the aforesaid two general power of attorney were handed over in my custody. It may be noted that aforesaid Bikash Deb informed me prior execution of agreement for sale i.e. 25.01.2024 that the land owner Shukla Dutt is seriously ill and for which 5 Lakh rupees is badly required please sent Rs. 5 Lakh immediately with the account number of land owner being A/C No: 50190008185659 of Bandhan Bank, considering the urgency I send the same to the Land owners at that time the aforesaid Bikash Deb and land owner

Sukhla Dutt assured me through phone that amount will be adjusted / considered the Biana amount and thereafter also paid rupees 2 lacks in the account of land owner i.e. account no: 915010027743247(Sukhla Dutta) of Axis Bank from my SBI Account on 13.01.2024 & 14.01.2024 as per instructions of Paramita Dutt and Sukhla Dutt and ultimately on 25.01.2024 I along with Bikash Deb entered into an agreement for sale with certain terms and conditions mentioning the aforesaid 7 lacks and also issued a cheque of rupees 19 Lacks 50 thousand in favour of land owners Shukla Dutt and also delivered Rupees 3 lacks 50 thousand cash in the hands of the Bikash Deb at the time of execution of the aforesaid agreement for sale and at the said time the possession of the land was handed over to me along with the keys of the gate. But on 28.01.2024 aforesaid Bikash Deb requested me to transfer the cheque amount i.e. Rupees 19 Lacks 50 thousand in his account and returned my aforesaid cheque amounting Rupees 19 Lacks 50 thousand for which on 29.01.2024 I transferred the said in the account of Bikash Deb (Account No: 05151000039403 of HDFC Bank). The photocopy of Agreement for sale in Annexed with this complaint as **Annexure - 3**. It may be noted that in the middle part of August, 2023 I alongwith Bikash Deb, Nanda Dulal Saha @ Babu Saha, Atal Chandra Gain, Bidhu Bhusan Singh, Anish Baidya, Supriya Baidya and Mrinal Kanti Gain had a discussion in the Amarabati Hotel, S. F. Road, Siliguri in respect of aforesaid land wherein the persons present there created pressure upon me to enter into an agreement for sale because this is a good land and they know the land owners since 2014 and they are look after aforesaid land and no loss will be sustained if advance is made.

That after execution of agreement for sale till now I paid Rupees 39 Lacks 50 thousand on good faith to the account of Bikash Deb and land owners and others with the instructions of land owners and Bikash Deb for purchasing the aforesaid land and my another partner of agreement for sale namely Raju Mahato also paid Rupees 1 Lack on 29.05.2024 and on 15.06.2024 paid Rupees 1 lack from his ICICI Bank account to Bikash Deb as an advance money, so total paid Rupees 69 Lacks 50 thousand in the several account of accusers (Account No:161705000154 of ICICI Bank, and In the account of Anindita Ghosh Deb being UTIB0004480-N172243103863144 and several cheques). The photocopy of bank statements containing 5 pages in Annexed with this complaint as **Annexure - 4**. Thereafter I along with my partner requested aforesaid Bikash Deb to come Siliguri along with original 4 (four) numbers of aforesaid sale deeds of land owners for registration of aforesaid land and as per his assurance I prepared sale deed and made query and preparing the side plan incurring huge cost. And ultimately, he came to Siliguri on 24.06.2024 and informed me that he was in Hotel Usha, Bidhan Road, Siliguri, accordingly my partner Raju

Mahato on 25.06.2024 at 10:30 A.M went there and found he was not there thereafter my partner came to my house and I again rang aforesaid Biaksh Deb and who informed that he was in Hotel Golden Plaza, Mallaguri. Subsequently I alongwith Raju Mahato and one Chandan Mondal visited the said hotel and he also there was not present and again I rang Bikash Deb and again he told us that he was in Hotel Golden Leaf, Siliguri Junction, again we went there but it came to our knowledge from the hotel register that no such person namely Biaksh Deb is not present there again I made a telephonic call and aforesaid Bikash Deb said that he is currently in Bagdogra and told us to come at Bagdogra, subsequently we after the said call rushed to Bagdogra and after reaching I made 15 to 20 calls to Bikash Deb and his driver Abinash Singh but there was no response. The act and activities of the aforesaid Bikash Deb towards me struck my mind with severe anxiety leading to mental distress inside the said car. That my strong presumption is that the aforesaid persons as well as land owners conjointly hatched up a deep rooted conspiracy to cheat me and innocent people, because on 26.06.2023 one person namely Sunil Agarwal of Panjabi Para rang me that he went the aforesaid land to purchase and some local people informed him to talk with me because the present persons knows the land owners made bainanama with me, considering such it reveals that even after bainanama is made with me the aforesaid person Bikash Deb and land owners tried to sell the aforesaid land to another person which itself reflects that there is huge money laundering hawala going on with respect to the aforesaid land and by the aforesaid persons.

In view of above you are requested to take proper legal action against the aforesaid persons and tried to recover my hard earn money from the aforesaid culprits and also punish them as per law.

Yours Faithfully,


AKHIL CHANDRA BISWAS
PH NO: 98320 - 64789

Copy To:
Siliguri Police Commissionerate,
Siliguri Metropolitan Police.

Received On 30/6/2024 at 00.21 h.
Vide G.O. no 1511 dt 30/6/2024 and
Stated Siliguri PS Case no 60/24
dt 30/6/2024 U/S 406/420/120B IPC
and endorsed to SI Sudeep Saha for
its investigation

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Inspector Incharge
Siliguri Police Commissionerate
20/6/2024