



1. Dist. SPC P.S. Bhaktinagar Year 2023 FIR No. 271/23 Date 23/03/23
 2. i) Act BNS, 2023 Sections 316(2)/318(4)/336(2), (3)/340(2)/35 ii) Act - Sections - iv) Others Acts & Sections -

3. (a) Occurrence of offence : Day Since the year 2023 Date From - Date To ill date

Time Period - Time From - Time To -

(b) Information received at P.S. Date 23/03/23 Time 08:35 hrs

(c) General Diary Reference : Entry No (s) 1243 Time 08:35 hrs

4. Type of Information Written (typed) Written / Oral -

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

(b) Address Land measuring 4 khatas 6 khatas, Mouza Dohgram, P.S. Bhaktinagar, Dist. Jalpaiguri

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

Name of the P.S. - District -

6. Complainant / Informant :

(a) Name Sujay Das

(b) Father's / Husband's Name Shib Kumar Das

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

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

(f) Occupation -

(g) Address Sana Chandra Pally, Buddha Mandir Road, W/O-40, PO

7. Details of known / suspected / unknown accused with full particulars Handenpana, P.S. Bhaktinagar, Dist. Jalpaiguri

(Attach separate sheet, if necessary) :

① Lokenath Saha S/o Nikhil Saha ② Juma Saha w/o

Lokenath Saha - both of Chayampana, W/O-37 of SMC,

P.S. Bhaktinagar, Dist. Jalpaiguri DP Subis Abasan, Bantoni,

Chandra Road, East Vivekananda Pally,

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

P.S. Siliguri, Dist. Doochery ③ Soudan Ghosh S/o U. Tamm Ghosh

of Satyajit Roy Sahan, W/O-38 of SMC, P.S. Bhaktinagar, Jalpaiguri

④ Siban Biswas ⑤ Sujay Das ⑥ Subhasis Bantoni

employees of Tata Capital Housing Finance Ltd.) ⑦ Amit

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

Plot at Chayampana, 287 Floor

Arshad pally, P.S. Siliguri, Doochery

10. Total value of properties stolen / involved B. 59,06,250/- (Fifty nine Lakhs Six

11. Inquest Report / U.D. Case No. If any Thousand Two hundred Fifty)

12. FIR Contents (Attach separate sheets, if required) :

The original typed complaint which is

presented as FIR is attached herewith.

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 ASJ Sumit Bora Nath of Bhigrah OP to take up

investigation / refused investigation / transferred to P.S. - 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

Signature of the Officer in Charge, Police Station
Name Siliguri Police Station

Rank : No. IL Bhaktinagar P.S.

15. Date & Time of despatch to the court :

23-3-25

610

dated: 26/02/2025

To
The Officer Incharge
Ashighar Outpost
Under Bhaktinagar Police Station
Dist: Jalpaiguri.

Sub: FIR
Respected Sir,

I, SHRI. SUJAY DAS, son of Shib Kumar Das, resident of Sarat Chandra Pally, Buddha Mandir Road, Ward no. 40 of SMC, PO – Haiderpara, PS – Bhaktinagar, Dist – Jalpaiguri, along with my wife Smt. Tanima Das in the year 2023 were interested to purchase a landed property to build our house and thus looking for a suitable and good landed property.

That one Lokenath Saha, Son of Nikhil Saha, resident of Chayan Para, Ward No. 37 of SMC, P.S. Bhaktinagar, Dist: Jalpaiguri currently residing at Appartment name Subir Abasan, Bamkim Chandra Road, East Vivekananda Pally, PS – Siliguri, Dist - Darjeeling became aware of our intention and approached us and stated that his wife namely Smt. Jhuma Saha is the absolute recorded owner of a plot of land measuring 4 kathas 6 chattaks along with on e Shri. Gourov Ghosh, Son of Late Tarun Ghosh, Resident of Satyajit Roy Sarani, within ward no. 38 of SMC, P.S. Bhaktinagar, Dist: Jalpaiguri, situated at Mouza – Dabgram, R.S. Sheet No. 9 corresponding to L.R. Sheet No. 57 recorded in RS. Khatian NO. 747/9 forming part of RS Plot No. 422, corresponding to L.R. Khatian NO. 146 and 148 forming part of L.R. Plot No. 40, J.L. No. 02, Touzi No. 3, Pargana – Baikunthapur under Dabgram – II Gram Panchayat, P.S. Bhaktinagar, Dist: Jalpaiguri.

That said Jhuma Saha, Gourov Ghosh and Lokenath Saha in connivance with each other induced me and my wife with false promise and assurances that Jhuma Saha and Gourov Ghosh are the absolute recorded owner of the aforesaid land by virtue of a registered deed of sale being document no. I – 254 for the year 2019 registered in the office of the ADSR Bhaktinagar and the said land was duly mutated in their name being L.R. Khatian No. 146 and 148.

That said Jhuma Saha, Gourov Ghosh and Lokenath Saha also promised and assured us that there is no litigation pending in connection to the aforesaid land and the said land is free from litigation and dispute and no civil case is pending in respect to the land in any civil court.

That being induced by such false promise and assurances I agreed to purchase the said plot of land and thus after price negotiation with Jhuma Saha, Gourov Ghosh and Lokenath Saha the total consideration amount for the consideration amount was fixed for Rs. 59, 06, 250/-

That at that time I expressed to Jhuma Saha, Gourov Ghosh and Lokenath Saha, that I have only a capital to Rs. 36,00,000/- only to invest in the aforesaid land. Then said Jhuma Saha, Gourov Ghosh and Lokenath Saha all told me that they had a good connection with finance company and he will able to arrange a loan amounting to Rs. 24,00,000/- in my name.

That thereafter Lokenath saha and Jhuma Saha along with Gourov Ghosh introduced me with Sibub Biswas (Branch Head of TATA CAPITAL HOUSING FINANCE LIMITED), Sujay Das (Loan officer of TATA CAPITAL HOUSING FINANCE LIMITED) and Subhasis Pramanik (Filed Officer of TATA CAPITAL HOUSING FINANCE LIMITED) and they assured and promised me that they will do all the needful for the sanction of the loan amount of Rs. 24,00,000/- in my name as a mortgage loan for purchasing the land.

That thereafter being induced by such false promise and assurances of the aforesaid individuals and as per their false advice I along with my wife applied for home loan for purchasing land from TATA CAPITAL HOUSING FINANCE LIMITED being home loan application no. APPL50478807 on 16/02/2024.

That thereafter Lokenath Saha, Jhuma Saha, Gourov Ghosh along with Sibub Biswas, Sujay Das and Subhasis Pramanik all the above named persons introduced me to one Mr. Amit Paul, Advocate having its office at Hanshadhwani Residency, Rash Behari Sarani, Ground Floor, Hakimpara, PS. Siliguri, Dist: Darjeeling, resident of Chhaya Abasan, 1st Floor, Aurobindo Pally, P.S. Siliguri, Dist: Darjeeling who represented himself as panel lawyer of TATA CAPITAL HOUSING FINANCE LIMITED and he promised and assured us that he will do all the needful and do thorough searching of the property i.e. court searching whether any civil suit is pending or not and he will also take all necessary steps to register the sale deed to and in my favour.

That thereafter on 19/02/2024 the loan was approved in both our name for amounting Rs. 24,00,000/- payable in 228 months in equal monthly installments amounting to Rs. 25, 949/- payable within 3rd day of every month.

(3)

That said Advocate Amit Paul also made false promise and assurance to me that the said property is not involved in any litigation and no civil case is pending in any civil court and I can purchase the said property on any day.

That thereafter on 20/03/2024 Jhuma Saha and Gourov Ghosh jointly executed a deed of sale to and infavour of me being document no., I – 1959 for the year 2024 registered in the office of the ADSR Bhaktinagar after receiving the entire consideration money of Rs. 59,06,250/- (individually paid Rs. 35,06,250/- and remaining through the bank loan Rs. 24,00,000/-) and the said Loknath Saha was the first witness in the said sale deed which was drafted and attested by said Advocate Amit Paul.

That after purchasing the said property, I took physical possession of the same and duly mutated my name in the ROR being LR Khatian No. 322.

That thereafter on 23/08/2024 and again on 21/09/2024 Smt. Samanwita Bera Chowdhury and Shri. Tapash Bera tried to encroach my said land finding no other alternative I field a Title Suit before the Ld, Civil Jude Junior Division at Jalpaiguri, being Title Suit No. 548 of 2024 along with an injunction application against said Smt. Samanwita Bera Chowdhury and Shri. Tapash Bera.

That said Smt. Samanwita Bera Chowdhury and Shri. Tapash Bera duly appeared in the said title suit and field their written statement and written objection on 08/10/2024 and after going through the said written statement and written objection I became aware that Jhuma Saha had already filed a Title Suit in respect to the aforesaid land against Smt. Samanwita Bera Chowdhury, Narayan Roy and Sadru Roy. Said Jhuma Saha in the said suit made Gourov Ghosh as a proforma defendant.

That I obtained a certified copy of all the order sheets, plaint, amended plaint and written statement of the Title Suit no. 162 of 2019 filed by Jhuma Saha on 14/01/2025 and after going through all the documents it is evident that Title Suit is still pending and Jhuma Saha is still contesting the same and the matter is fixed on 20/03/2025. Thus it is evident that said Jhuma Saha and Gourav Ghosh with Malicious intent did not disclose this fact before selling the land to me.

That Jhuma Saha, Gourav Ghosh, Lokenath Saha, in convince with the TATA CAPITAL HOUSING FINANCE LIMITED and its staff Sibub Biswas, Sujay Das, Subhasis Pramanik along with its panel lawyer Amit Paul all jointly with common malicious intent made false promise and assurances to me as well as created a false document by forgery, manipulation and deceit and induced me to believe that the said land is free from litigation and civil dispute but the same false and they all together with common intent maliciously misappropriated my heard earn money of RS. 59, 06, 250/- and due to such forgery committed by the above named persons a loan of amounting to Rs. 24 lakhs is issued in my name in a litigated and pre sold property.

That I will be highly obliged if you kindly look into the matter and take strict action against the above named individuals.

*Received on 23/03/25 at 08:30 hrs
vide ASG of, G.D. No. 687
vide for action to
I/c BKN-PS. for start
a case under proper law.*

Thanking you

Yours faithfully

SHRI. SUJAY DAS
9775500554

Enclosed documents:

OFFICER IN CHARGE
ASHIGHAR OUT POST
Under Bhaktinagar PS
Siliguri Police Commissionerate

- Photocopy of sale deed no. 2974/1965.
- Photocopy of sale deed no. 254/2019.
- Photocopy of LR khatian of 148 and 146
- Photocopy of conversion certificate.
- Photocopy of loan sanctioned for home loan.
- Photocopy of sale deed no. 1959/2024.
- Photocopy of the khatian no. 322.
- Photocopy of the khajna.
- Photocopy of the searching report of the Advocate Amit Paul.
- Photocopy of the plaint filed by the complainant in TS - 548/2024
- Photocopy of the Written statement filed by Samanwita Bera Chowdhury in TS - 548/2024
- Photocopy of the certified copy of the entire order sheet, plaint and written statement of the Title suit no. 162/2019 filed by the Jhuma Saha against Samanwita Bera Chowdhury.
- Original copy of the bank statement of the all transaction made by me to Jhuma Saha, Gourav Ghosh and Loknath Saha.

*Received on 23/03/28 at 08:35 hrs vide G.D.
no- 1243 and 8/autd Bhaktinagar PS case
no- 271/25 dtd- 23/03/28 vide 240(2)/318(1)/336(2),(3)/
340(2)/3(3) BMS 2023 and endorsed to ASI Sumit
Banan Nath for its investigation.*

Inspector in Charge
Bhaktinagar Police Station
Siliguri Police Commissionerate