

(Under Section 154 Cr. P.C.) 173 BNS

2052

29.8.25



1. Dist. Darjeeling P.S. Bagdogra Year 2025 FIR No. 345/25 Date 29.8.25
 2. i) Act 173 BNS Sections 302/304/305 ii) Act 173 BNS Sections 302/304/305
 iii) Act 173 BNS Sections 302/304/305 iv) Others Acts & Sections 173 BNS

3. (a) Occurrence of offence : Day Since long Date From Since long Date To Since long
 Time Period Since long Time From Since long Time To Since long
 (b) Information received at P.S. Date 29.8.25 Time 1379
 (c) General Diary Reference : Entry No (s) 1379 Time 22.10.18
 Written / Oral ✓

4. Type of Information Since long
 5. Place of Occurrence : (a) Direction and Distance from P.S. Beat No.
 (b) Address Machupatti, Subhash Pathy, Lower Bagdogra, P.S. Bagdogra.
Dist. Darjeeling
 (c) In case outside limit of this Police Station, then the
 Name of the P.S. N/A District N/A

6. Complainant / Informant :
 (a) Name Bindeswar Prasad Singh
 (b) Father's / Husband's Name Madabire Singh
 (c) Date / Year of Birth Indian (d) Nationality Indian
 (e) Passport No. Indian Date of Issue Indian Place of Issue Indian
 (f) Occupation Indian
 (g) Address Masjidpara, Dumriguri, P.S. Bagdogra, Dist. Darjeeling
 7. Details of known / suspected / unknown accused with full particulars
 (Attach separate sheet, if necessary) : 7. Titu Dutta sp. - Lt. Shyamal Dutta of Machupatti
Subhash Pathy, Lower Bagdogra, P.S. Bagdogra, Dist. Darjeeling

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 NIL
 11. Inquest Report / U.D. Case No. If any The original written complt which is
 12. FIR Contents (Attach separate sheets, if required) : Treated as FIR is

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 ASST Ashish Karmakar of BOR P.S.
 investigation / refused investigation / transferred to P.S. ASST Ashish Karmakar of BOR P.S.
 jurisdiction. FIR read over to the Complainant / Informant, admitted to be correctly recorded and a copy given to the Complainant /
 Informant free of cost.

On the original written complt
 Signature / Thumb impression of the Complainant / Informant
 Signature of the Officer-in-Charge, Police Station
 Name ASST Ashish Karmakar
 Bagdogra P.S., Siliguri Metropolitan Police
 29/08/2025

To

The Inspector In-Charge.

Bagdogra Police Station

Date:

Subject: FIR

Respected Sir.

I, Sri Bindeswar Prasad Singh (Aadhar No. 4287 4194 0425), son of Mahabir Singh, businessman by occupation, Hindu by faith, Indian by nationality, resident of Masjid Para, Dumriguri, Dakshin Bagdogra, P.O. & P.S. Bagdogra, District Darjeeling, Pin-734014, in the state of West Bengal, India, and Mr. Shantu Dutta, son of Late Shyamal Dutta, businessman by occupation, Hindu by faith, Indian by nationality, resident of Machupatti, Subhashpally, Lower Bagdogra, P.O. & P.S. Bagdogra, District Darjeeling, Pin-734014, in the state of West Bengal, India, entered into a partnership agreement on 9th April 2024.

Our partnership agreement included several conditions, with the principal place of business located at Machupatti, Subhashpally, Lower Bagdogra, P.O. & P.S. Bagdogra, District Darjeeling, Pin-734014, in the state of West Bengal, India. I have attached a copy of this agreement with this complaint.

1. Our partnership agreement clearly stated that both parties would abide by all the terms of the agreement, and that if either party violated even one of those terms, the other party could take legal action.

2. Furthermore, the agreement specified that in the case of any dispute relating to the affairs of the partnership firm, the matter would be referred to arbitration as per the Arbitration Act.

3. I am a law-abiding citizen of India.

4. I was introduced to Mr. Shantu Dutta for the purpose of selling a piece of land I owned at Siavita. Mr. Shantu Dutta introduced me to the purchaser, and the land was subsequently sold to the said purchaser for a sum of ₹27.5 lakhs.

5. Mr. Shantu Dutta stated that he was going to purchase a land measuring 8 bighas at Hattighisa, and that he had paid an advance of ₹12 lakhs for the said land, with ₹15 lakhs still remaining due. He had entered an agreement with Mr. Nagendra Bahadur Thapa, the owner of the land situated within Mouza Nehal, J.L. No. 29, Paragana Hattighisa, P.S. Naxalbari, Sub-Division Siliguri, A.S.D.S.R. Siliguri-III at Bagdogra in the district of Darjeeling.

6. Mr. Shantu Dutta showed the agreement to me in order to gain my trust regarding the said purchase between himself and Mr. Nagendra Bahadur Thapa, showing an advance payment of ₹12 lakhs and ₹15 lakhs being due.