



FIRST INFORMATION REPORT

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

Police Station: Siliguri, Year: 2026, FIR No. 97/26, Date: 20/02/26

Sections: 316C(2), 319, 420, 481C(2)

(a) Occurrence of offence: Day: Not Mentioned, Date From: 19/02/26, Date To: Till date

(b) Information received at P.S. Date: 20/02/26, Time: at 18-05h

(c) General Diary Reference: Entry No (s): 1034, Time: at 18-05h

4. Type of Information: written

5. Place of Occurrence: (a) Direction and Distance from P.S.: 8.50 Meter N.W. Beat No. /

(b) Address: M.G. road, Khalpara, PS-Siliguri, Dist-Darjeeling

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

6. Complainant / Informant: (a) Name: Shri Nitin Agarwal (7977627584)

(b) Father's / Husband's Name: / (c) Date / Year of Birth: / (d) Nationality: Indian

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

(f) Occupation: Director of M/S. Sarna Hotels Pvt Ltd

(g) Address: M.G. road, Khalpara, PS-Siliguri, Dist-Darjeeling

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

(Attach separate sheet, if necessary): Sh. Jasvinder Singh and Sardar Gundeep Singh

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. 1,38,40,000/-

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 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 S.I. Rakesh Tamang of SLU PS, SPC 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.

on the original written complaint

14. Signature / Thumb impression of the Complainant / Informant

Signature of the Officer in Charge, Police Station: 20/02/26

Name: Prasanjit Debnath, Siliguri Police Station, Siliguri Police Commissioner's Office

Rank: No. 32 of police, SLU PS, SPC

15. Date & Time of despatch to the court: on 21/02/26 at 18-00h

19<sup>th</sup> of January, 2026

The Officer In Charge  
PS Siliguri Thana

Sub: Complaint of CHEATING ,FRAUD,BREACH OF TRUST ,MISAPPROPRITION OF FUNDS AND CRIMINAL INTIMIDATION against (1) M/s Hargun Commercial Ventures LLP, through its Partner(s) / Managing Partner, having its registered office at C/o Jasvinder Singh, Modaha Road, Faizabad City, Faizabad – 224001 (UP) and Head Office at Modaha Road, Plot No 4051, Near Lokpriya Hospital,First Floor, Civil Lines, Tehsil Sadar, Dist Ayodhya – 224001 (UP) (2) Sh Jasvinder Singh and (3) Sardar Gundeep Singh, both Designated Partners of M/s Hargun Commercial Ventures LLP, Modaha Road, Plot No 4051, Near Lokpriya Hospital, First Floor, Civil Lines, Tehsil Sadar, Dist Ayodhya – 224001 (UP)

Sir

We, M/s Q Saina Hotels Pvt Ltd., having our registered office at Siliguri, are into hospitality and hotel business having operations across India wherein we take properties on lease for opening and operating our hotels. I am the Managing Director in the said company and have been authorized vide Board Resolution dated 06<sup>TH</sup> January 2026 to file the present complaint on behalf of the said Company.

Sh Jasvinder Singh and Sardar Gundeep Singh had approached us through a property dealer at our Siliguri office at M.G. Road, Khalpara around April 2024 and gave us a representation that they were partners in a partnership firm (LLP) by the name M/s Hargun Commercial Ventures LLP having their office at the above mentioned address and that they were the owners of one under construction property situated at Plot No 4043, Mohalla Civil Lines, Pargana Haveli Sadar, Tehsil Sadar, District Ayodhya, Civil Lines, Ayodhya – 224001 ( hereinafter referred to as 'the Property') and gave us a proposal to lease out the said property to our company for opening our chain hotel therein. They had

They had assured us that the civil work was complete and only finishing work was pending and that they would deliver us the property in 6 – 7 months.

That believing upon their representations and assurances, we agreed to take the said property on lease and they entered into an MOU dated 19.06.2024 with us outlining the broad guidelines for giving the said property on lease to us for running a hotel with an understanding that a lease deed for five years shall be executed and registered at the time of handing over the possession of the Property to us. Sardar Gundeep Singh was present alongwith Sh Jasvinder Singh in all the meetings held with us for negotiating the deal and he had always assured us that all the terms and conditions would be scrupulously complied with by them.

That under the said MOU, the above said persons had undertaken to handover the possession of the said property comprising of 45 rooms, a banquet hall in the basement, a roof top restaurant, servant quarter, and a 1200 sq. ft. parking space, with a total built up area of 18000 sq. ft. to us with complete finishing work done within 6 – 7 months of the execution of the said MOU, i.e., by 15.01.2025.

That the rent negotiated by them with us was way higher than the then prevailing market rent in the locality. However believing upon their assurance of delivering the possession of the property latest by 15.01.2025, we entered into the said MOU with them even at an exorbitant rent keeping in mind the great business opportunity in view of the expected flow of tourists in India during Maha Kumbh Mela, 2025, from which we had a business plan of recovering the excess rent negotiated by them.

That believing upon their assurance and representation that they would deliver the property to us by the start of Maha Kumbh Mela , 2025, we had made them the following as security deposit and advance payments:

Date	Amount Paid
13 May 2024	₹5,00,000
24 June 2024	₹25,00,000
21 Sept 2024	₹15,00,000
15 Oct 2024	₹7,00,000
30 Nov 2024	₹20,00,000
Jan 25– Oct 2025 (multiple payments)	₹56,40,000
<b>Total Paid</b>	<b>₹1,28,40,000</b>

Apart from the above, we had also directly made a total payment of Rs 10,00,000/- ( Rupees Ten Lakhs Only) to their vendors on their behalf under their instructions multiple times between Dec-2024 to March-2025. Hence, the total payment made by us to them stands at Rs. 1,38,40,000 /- as on date.

The first payment of Rs.500000 (Rupees five lakhs only) was made to them when they had visited Siliguri with the offer as a assurance amount for the above mentioned property.

Then on our visit to Ayodhya and making the initial payment in June 2024 , the said persons slowed down the work at the site and upon our follow up to

expedite the work so that the handover could be done timely, they started giving frivolous excuses and only insisted upon we making further payments. However, progress in work was not as per the scheduled plan and not in consonance with the payments made by us. However, we had no option but to make further payments in the hope that they would deliver us the property before Maha Kumbh. All the payments made before 30.11.2024 were made on their assurance that they would handover the property to us by 15.01.2025. However, they failed to deliver the same by the promised deadline and we had told them that we would not make any further payment till the time they handed over the property to us.

However, they pleaded with us that they were in a financial difficulty and kept on convincing and coercing us for further advance payments, everytime assuring us of delivery by a new short deadline thereafter, each of which was invariably breached by them with impunity and without any remorse. After failure by them to honor the delivery by 15.01.2025, the various timelines promised by them in various meetings and calls are as under:

<b>Month Promised</b>	<b>Status</b>
January , 2025	Failed
March , 2025	Failed
July, 2025	Failed
November, 2025	Failed

Hence, they further extracted payments from us between January 2025 – October 2025, as above said, by misrepresentation and giving false assurance to us for immediate delivery of the property as above said.

Upon their last assurance of handing over the possession by 10<sup>th</sup> November, 2025, we had visited the property on 9<sup>th</sup> November 2025, to take over the possession, but were shocked to see that the property was not in a position to be handed over for atleast another 2 -3 months. Hence, as usual, their deadline of November 2025 also turned out to be a misrepresentation only to extract more money from us.

That despite regular follow ups and indulgence by us, they have miserably failed to deliver the possession of the property within the timeline promised by them under the MOU or even the multiple extended timelines assured by them everytime upon breach of the last promised timeline and they have not delivered the possession of the same till date.

That due to their above stated conduct and misrepresentations, we have suffered huge losses on account of losing out on business during the Maha Kumbh Mela 2025 as also business for the whole of the year till date, loss of interest on the advance payments made to them and loss of goodwill and reputation.

Looking at the hindsight, the above said persons have hatched a pre – conceived conspiracy against us and have trapped us into entering the said MOU with them and making the payments to them upon false promises and assurances as above said, knowing fully that they do not have the financial resources and capability to complete the said property and hand it over to us. Hence, they have cheated and defrauded us of our hard earned money by making false promises and misrepresentations and they have breached the trust that we had reposed in them while making the payments and have misappropriated the funds given by us to them for handing over the possession to us in time.

Lately we came across a facebook post by Sardar Gundeep Singh advertising the said property as available for lease and soliciting new customers to take the said property on rent.

Looking at the above said conduct of the said persons and repeated breach of the delivery timelines and only insisting upon further payments by us without giving us any definitive delivery commitment, we were constrained to terminate the said MOU dated 19.06.2024 vide our notice dated 11.12.2025 wherein we had demanded the refund of the payments made by us along with interest and applicable damages. However, they gave a vague reply dated 20.12.2025, posted on 24.12.2025 and received by us on 29.12.2025, wherein they are offering us the possession only against further payments to be made immediately without specifying any timeline for the possession. In the said reply they are again misrepresenting that the said property is complete whereas it is a matter of fact that the pending works in the property would take atleast 2 more months to complete and the said reply is only a trick to extract further money from us. It is further pertinent to mention herein that on one hand they are ostensibly offering us the possession of the property (which is still incomplete) after making further payments but at the same time they are advertising the said Property for fresh lease and soliciting new tenants for the said property. This speaks volumes about the nefarious and malafide intention of the above said persons towards further trapping innocent people in their conspiracy without a valid closure of the MOU entered into with us and without refunding the moneys advanced to them by us and the said reply is only a garb to cheat us further as well as to cheat other innocent persons through the said advertisement.

Under the circumstances, you are requested to investigate the matter and book and prosecute the culprits under the relevant provisions of law for Cheating ,Breach of Trust ,Fraud,Misappropriation of funds ,Criminal intimadations and protect us and other innocent persons from getting trapped in their pre conceived conspiracy of cheating, fraud and extortion.

We would be pleased to furnish you with such additional information / documents as would be required by you during investigation.

Thanking you

NITIN AGARWAL

Q. Saina's Hotels Private Limited




Director

M/s Q Saina Hotels Pvt Ltd.

Goyal Plaza, 2<sup>nd</sup> Floor, Sevoke Road, Siliguri

Mob: 7477627584

Received on 26/06/26 at 16-05h  
vide G.D.E No 1034 and started  
SLUPS case No 97/26 dt 26/6/26  
U/s- 316(CD)/318(CD)(4D)/61(CD) BNS  
and Endorsed to S2 Rakesh  
Tanning of SLUPS for its Investi-  
gation.

  
26/6/26  
Inspector Incharge  
Siliguri Police Station  
Siliguri Police Commissioner

Enclosures: 1. MOU dated 19.06.2024

2. Facebook post advertising the Property in dispute

Copy to : Commissioner of Police

CONTACT NO'S OF ACCUSED.

1. GUNDEEP SINGH - 89484 49158
2. HARSHDEEP SINGH - 88400 05178
3. JASVINDER SINGH - 94524 91878

**Q. SAINA'S HOTELS PVT LTD**  
CIN: U51909WB2012PTC185965

26/32, GOYAL PLAZA, 2nd FLOOR, BLUE CROSS ROAD, BHANU NAGAR, SILIGURI, 32-West Bengal, 91-India,  
734001

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY  
THE MEMBERS OF Q. SAINA'S HOTELS PRIVATE LIMITED IN  
THEIR EXTRA-ORDINARY GENERAL MEETING HELD ON 06<sup>th</sup>  
JANUARY 2026 AT  
11.00 AM AT REGISTERED OFFICE IN SILIGURI.**

"WHEREAS, the Company had entered into an agreement with Hargun Commercial Ventures LLP for leasing their hotel located in Ayodhya.

"WHEREAS, due to unforeseen circumstances, there has been some issue from Hargun Commercial Ventures LLP's end, thereby causing financial loss and inconvenience to the Company;

"NOW, THEREFORE, IT IS RESOLVED THAT the Board of Directors hereby authorizes Nitin Agarwal, Director, to initiate legal proceedings and file a First Information Report (FIR) against the concerned person with the appropriate law enforcement authorities in violation of the agreed terms.

"FURTHER RESOLVED THAT Nitin Agarwal is authorized to sign, execute, and file all necessary documents, affidavits, complaints, and any other legal papers as may be required to pursue the matter with the concerned authorities.

"FURTHER RESOLVED THAT the Board of Directors may take any other necessary actions as may be required to safeguard the financial and legal interests of the Company in this matter.

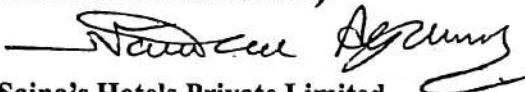
For Q Saina's Hotels Private Limited

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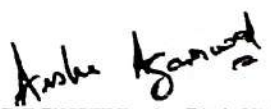
Director (DIN – 03168854)  
(NITIN AGARWAL)

Director (DIN – 03168868)  
(NANDLAL AGARWAL)

  
For Q Saina's Hotels Private Limited

  
For Q Saina's Hotels Private Limited

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Director (DIN – 10597998) (ANSHU AGARWAL)

Director (DIN – 06832331) (GAYATRI DEVI AGARWAL)

