

FIRST INFORMATION REPORT

(Under Section 154 Cr.P.C.) No. OF BNSS

1203



1. District: Darjeeling P.S. Matigara Year 2026. FIR No. 152/26. Date 14/03/2026.

2. i) Act: Sections 316(2)/318(4) Act: Sections: Sections: iv) Others Acts & Sections:

3. (a) Occurrence of offence : Day: Date From 06/12/2024. Date To:

Time Period: Time From Not mentioned. Time To:

(b) Information received at P.S. Date 14/03/2026. Time 22:25 HM.

(c) General Diary Reference : Entry No(s) 1802 Time 22:25 Hrs.

4. Type of Information Written. Written / Oral:

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

(b) Address L/R Khatian No - 05, Situated at mouza Bariakhari, L.R Plot No - 270 and 272, P.S - Matigara, Dist - Darjeeling.

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

6. Complainant / Informant :

(a) Name Sri Sankar Sutradhare.

(b) Father's / Husband's Name Lt Dayan Sutradhare.

(c) Date / Year of Birth: (d) Nationality:

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

(f) Occupation:

(g) Address Lower Bhanuagare, W/N-43, P.S. Bhaktinagar, Dist - Jalpaiguri.

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

(Attach separate sheet, if necessary): Kamal Kumar Sanyal

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

9. Particulars of properties stolen / involved (Attach separate sheet, if necessary): Cash amounting to Rs. 1,00,000/- (Ten Lakh).

10. Total value of properties stolen / involved

11. Inquest Report / U.D. Case No. If any

12. FIR Contents (Attach separate sheets, if required): Original written complain which is treated on FIR is enclosed reproduced overleaf.

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 ASI Susanta Karmakure.

investigation / refused investigation / transferred to P.S. Jurisdiction. FIR read over to the Complainant / Informant, admitted to be correctly recorded and a copy given informant free of cost.

Signature of the Officer-in-Charge Police Station: Inspector in Charge Matigara Police Station, District Police Commissionerate

Noted in written complain.

14. Signature / Thumb impression of the Complainant / Informant

15. Date & Time of despatch to the court: 14/03/26 Rank : No. Matigara / SPC.

To

The Inspector-in-Charge.  
Matigara Police Station  
Dist. Darjeeling

Date:-

Respected Sir,

With due respect, I SRI. SANKAR SUTRADHAR, Son of Late Dayal Sutradhar, residing at Lower Bhanunagar, Siliguri, Ward No. 43 of SMC, P.O. Sevoke Road, P.S. Bhaktinagar, Dist. Jalpaiguri, West Bengal-734001 beg to state that one SRI. KAMAL KUMAR SANYAL, Son of Ganesh Prasanna Sanyal, residing at Lala Lajpath Roy Road, Anima Bhawan, Ashrampara, P.O. & P.S. Siliguri, Dist. Darjeeling have introduced to me that he is the absolute owner of land measuring about 5.61 Acre, recorded in L.R. Khatian No. 05, situated within Mouza Baniakhari, under L.R. Plot No. 270 & 272, P.S. Matigara, Dist. Darjeeling, where he has planted various Timber Trees i.e. Teak, Jarul, Chaap etc. He has also told me that as he has decided to develop his above mentioned landed property he is required to remove/cut the existing Timber Trees from his land and to sell the same.

I am a Timber Merchant and I have found his timber trees and agreed to purchase the timber trees from said Kamal Kumar Sanyal and consequently, on 6th December 2024, said Kamal Kumar Sanyal has entered into an 'agreement for sale' with me and agreed to sell the Trees to me subject to some terms and conditions mentioned in the said agreement.

Sir the consideration amount of the timber trees was settled between me and said Kamal Kumar Sanyal as follows:-

The consideration amount of the Teak wood was settled as follows:-

- Above 3 feet width = Rs.1,500/- (Rupees One Thousand Five Hundred) only / per CFT.
- 2-3 feet width = Rs.800/- (Eight Hundred) / per CFT;
- Below 2 feet = Rs.250/- (Twenty Hundred fifty) / per CFT.

The consideration amount of the total Jarul & Chaap Trees of any size was settled a sum of Rs.1,35,000/- (Rupees One Lac Thirty Five Thousand) only. The hard wood trees (above three feet width) was settled a sum of Rs.120/- per CFT.

At the time of execution of said agreement dated 06/12/2024, I have paid a sum of Rs.10,00,000/- (Rupees Ten Lacs) only as advance consideration/earnest money to said Kamal Kumar Sanyal through an A/C Payee Cheque being no. 000090 dated 05/12/2024 amount of Rs.6,00,000/- (Rupees Six Lacs) only and a sum of Rs.4,00,000/- (Rupees Four Lacs) only in cash and according to the agreement dated 06/12/2024, I was supposed to obtain permission from the competent authority and said Kamal Kumar Sanyal was supposed to co-operate with me.

Sir according to the agreement dated 06/12/2024, (the terms no. 6), it was decided that after getting necessary permission, I shall have liberty to cut down the trees on the landed property of said Kamal Kumar Sanyal and in his presence, to receive/take the trees and woods from said Kamal Kumar Sanyal's property after measurement/weighing the same and at the time of receiving/taking the trees/woods from his land, I am supposed to pay the balance consideration amount as per actual measurement and weight to said Kamal Kumar Sanyal but after the execution of the agreement dated 06/12/2024, due to the negligent act of said Kamal Kumar

Received on  
14/03/2026, at  
22:25 HVV vide  
MTG PS GDE  
No - 1802/26,  
overetws  
stated MTG  
PS cone no -  
152/26, dt -  
14/03/2026,  
U/S - 316(3)/  
318(4) of BNS -  
As I Susanta  
Karmakar  
will investigate  
the case.

  
14/03/26  
Inspector-in-Charge  
Matigara Police Station  
Siliguri Police Commissionerate

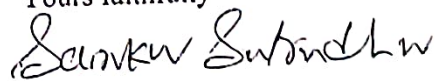
Sanyal, I have got the permission in his name for disposing the trees on 16/10/2025, issued by D.F.O. Bainskuthapur Forest Division vide permit no. 16/BKP of 2025-26. Thereafter transit permit was also issued on 20/12/2025, but inspite of my readiness and willingness, said Kamal Kumar Sanyal have been neglecting and refusing to sell the timber trees of his land but in terms of the agreement dated 06/12/2024, (terms no. 7), it was also agreed by said Kamal Kumar Sanyal that "he have no right to forfeit the amount of consideration under any circumstances and if for any reasons whatsoever, the deal will be cancelled and I will unable to take/receive the trees/woods from said Kamal Kumar Sanyal, he shall return back the advance consideration to me"

Sir in all material times and on several occasions, I have requested said Kamal Kumar Sanyal to receive the balance consideration amount and to fix a date for selling the trees and woods from his land after measuring/weighing the same but said Kamal Kumar Sanyal have been refusing to do so and said Kamal Kumar Sanyal have also been clearly refusing that he will not return back the advance money of Rs.10,00,000/- to me.

From the very beginning, said Kamal Kumar Sanyal has dishonest intention to cheat me and for such intention, he has induced me to pay the such a huge amount of Rs.10,00,000/- to him but he has dishonestly misappropriated my money for his illegal gain.

Therefore, I request you to take necessary legal action against said SRI. KAMAL KUMAR SANYAL, Son of Ganesh Prasanna Sanyal, residing at Lala Lajpath Roy Road, Anima Bhawan, Ashrampara, P.O. & P.S. Siliguri, Dist. Darjeeling for punishing him as per provision of law. And for this kindness, I shall much oblige to you.

Yours faithfully



(SANKAR SUTRADHAR)

Mobile No.- 9484351232

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