

# FIRST INFORMATION REPORT

(Under Section 154 Cr. P.C.)

1516



1. P.S. Siliguri Year 2026 FIR No. 166/26 Date 25/03/2026  
2. i) Act LN3 Sections 316(2)/318(2)/336(4)/336(2)/336(3)/338/351(2)

3. (a) Occurrence of offence : Day \_\_\_\_\_ Date From 27/10/2021 Date To 24/03/2026  
Time Period \_\_\_\_\_ Time From not mentioned Time To at about 08.00 hrs.

(b) Information received at P.S. Date 25/03/2026 Time 13.35 hrs.  
(c) General Diary Reference : Entry No (s) 1322 Time 13.35 hrs.

4. Type of Information \_\_\_\_\_ Written / Oral \_\_\_\_\_  
5. Place of Occurrence : (a) Direction and Distance from P.S. approx 01 km South Beat No. \_\_\_\_\_

(b) Address Babupara, Sree Mac Sarani, PS-Siliguri.

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

6. Complainant / Informant : (a) Name Sri Babul Sharma

(b) Father's / Husband's Name H. Dhirendra Lal Sharma  
(c) Date / Year of Birth 73 years (d) Nationality Indian

(e) Passport No. \_\_\_\_\_ Date of Issue : \_\_\_\_\_ Place of Issue \_\_\_\_\_  
(f) Occupation \_\_\_\_\_

(g) Address Babupara, Sree Mac Sarani, Ward No. 27, PS-Siliguri, Dist-Siliguri.

7. Details of known / suspected / unknown accused with full particulars  
(Attach separate sheet, if necessary) : Dipanjay Roy s/o - Sri Dipak Roy of Sukanta Pally, PO-Siliguri Bazar, PS-New Jalpaiguri, Dist-Jalpaiguri.

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. 29,53,080/- only

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

12. FIR Contents (Attach separate sheets, if required) : The original written Complaint of the Complainant, which is treated as F.I.R 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 ASI Sanjay Balunia of Siliguri PS. 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 noted in original Complaint.

15. Date & Time of despatch to the court : \_\_\_\_\_  
Signature of the Officer-in-Charge, Police Station 25/03/26  
Name Inspector Raj Sarkar  
Rank : Siliguri Police Station  
Siliguri Police Commissioner

To,  
The Inspector- in- Charge,  
Siliguri Police Station,  
Under Siliguri Police Commissionerate,

Date: 25.03.26

Sub: Written complaint against **SRI DIPANJAN ROY**, Son of Sri Dipak Roy, Resident of Sukanta Pally, Siliguri, Post Office- Siliguri Bazar, Police Station- New Jalpaiguri, District- Jalpaiguri, Pin: 734005 (W.B.), Contact No. 98324-12158, 90646-03376.

Sir,

I, **SRI BABUL SHARMA**, Son of Late Dharendra Lal Sharma, Resident of Babupara, Sree Maa Sarani, Ward No. 27 of Siliguri Municipal Corporation, Post Office- Siliguri Town, Police Station- Siliguri, District- Darjeeling, Pin: 734004 (W.B.), a **senior citizen aged about 73 years**, do hereby inform you that I and the accused having good family relations and as such the accused had approached me with an offer to invest in his business, which was running under the name and style- 'Sunshine & Co.', situated at- Sukanta Pally, Siliguri, Post Office - Siliguri Town, Police Station- New Jalpaiguri, District- Jalpaiguri, Pin- 734005 and in return the accused had promised me to make myself a partner and share the profits accordingly. I considering the offer of the accused to be practicable and feasible accepted such offer and thereafter the accused had promised me to inscribe a partnership agreement contingent on which I shall invest in the business of the accused.

That the accused produced an agreement before me *inter alia* stating that the same is in connection with the partnership as agreed between myself and the accused, and I having full trust and believing in the accused, signed the said agreement dated 27.10.2021 and based on the said document agreement between the accused and myself, I on 21.10.2021 withdrew Rs. 9,00,000/- [Rupees Nine Lakhs only] from my bank account and gave the same to the accused by way of cash and on 28.02.2022 prior to its execution, and the accused had returned the aforesaid sum of Rs. 9,00,000/- [Rupees Nine Lakhs only] in his bank account and the same was transferred from the company's bank account i.e. the bank account of the accused, namely 'Sunshine and Co.'.

*Babul Sharma*

It is pertinent to mention herein that as verbally agreed between the accused and myself, the accused have claimed to have paid a sum of Rs. 1,44,000/- [Rupees One Lakh and Forty-four Thousands only] as interest @ 4% (four per cent) per month, to myself in lieu of the said financial assistance/transaction, but however, there is no reflection of the same in the bank account of myself or in the bank accounts of any of my family members and as such it was supposed to be the profit of the firm.

That thereafter on 12.05.2022, accused again produced an agreement before myself *inter alia* stating that the same is in connection with the partnership as agreed between the accused and myself, and I having full trust and believing in the accused, signed an another agreement dated 24.05.2022 produced by the accused and also paid a sum of Rs. 20,00,000/- [Rupees Twenty Lakhs only] to the accused through RTGS vide Cheque No. 000033 dated 25.05.2022 drawn on Bandhan Bank, S. F. Road Branch, Siliguri. It is pertinent to mention herein that the said agreement dated 24.05.2022 was entered into between the accused and myself for a period of 11 (eleven) months.

That on 14.09.2022, I again gave the accused a sum of Rs. 10,00,000/- [Rupees Ten Lakhs only] to the accused's company's bank account through RTGS and the same was returned by the accused to myself on 16.02.2024 through RTGS to my bank account. It is pertinent to mention herein that during this period of this transaction, the accused have paid sum of Rs. 4,75,000/- [Rupees Four Lakhs Seventy-five Thousands only] instead of Rs. 6,80,000/- [Rupees Six Lakhs Eighty Thousands only] as profit to my bank account and the bank account of my family members.

That on 01.03.2024, the accused returned the said amount of Rs. 20,00,000/- [Rupees Twenty Lakhs only] to myself, which exceeded the time period as stipulated in the said agreement dated 24.05.2022, through RTGS in the bank account of myself. It is pertinent to mention herein that the accused have paid a sum of Rs. 6,00,000/- [Rupees Six Lakhs only] through RTGS to myself and my family member's bank account as interest, instead of Rs. 15,20,000/- [Rupees Fifteen Lakhs and Twenty Thousand only] which is the accrued interest for the period of 19 (nineteen) months.

*Babul Sharma*

That on 15.11.2024, I had again paid the accused a sum of Rs. 9,00,000/- [Rupees Nine Lakhs only] to by way of cash and on 27.09.2025, the accused had returned the same to my bank account, however the accused did not pay profit regarding the said amount to myself and a sum of Rs. 3,60,000/- [Rupees Three Lakhs and Sixty Thousands only] is accruing to myself.

That it is pertinent to mention herein that in pursuance of the aforesaid transactions that took place between the accused and myself, the accused has intentionally delayed payments and have also breached the conditions as stipulated in the said agreements and as such a sum of Rs. 29,53,080/- [Rupees **Twenty-nine Lakhs, Fifty-three Thousand and Eighty** only] is still outstanding to myself, which includes outstanding unpaid profit or the outstanding unpaid interest on the profit thus from the above conduct of the accused it is clear that the accused has cheated me and has breached my trust, the accused did not provide the copy of the partnership agreement.

In the month of November, 2025 I asked for a photocopy of the partnership agreements but after repeated delays the accused handed over me the agreement dated 27.10.2021 and 24.05.2022, after receiving the photocopy of the agreement I was shocked to see that the documents which were supposed to be partnership deed and reconstructed partnership deeds were actually loan agreements, when I asked him about the misadventure he abused me with slang languages and threatened me with dire consequences.

Moreover it is very important to mention that the agreement dated 27.10.2021 was forged and the monthly profit sharing line was removed using a whitener and then photocopied thus an agreement which happens to be a valuable security was forged for illegal monetary gain and a partnership deed and reconstructed partnership deed was manufactured into a loan agreement.

Yesterday at about 08:00 clock in the evening I called him to return my money and return the original agreements which has been forged but he rejected my call and all the transactions took place at my house at Babupara, Sree Maa Sarani, Ward No. 27 of Siliguri Municipal Corporation, Post Office- Siliguri Town, Police Station- Siliguri, District- Darjeeling, Pin: 734004.

*Rabul Sharma*

Since then notices were sent to the accused to return the money and informing him that the agreement has been forged but he has cheated me and breached my trust, moreover he has forged a valuable document so that I may not receive the actual profit in the business and he can achieve illegal monetary gain.

Please treat this as very urgent and act accordingly.

-Thanking You

Yours Truly,

*Babul Sharma*

{Sri Babul Sharma}

9832685921

Encl:

1) Forged agreement dated 27.10.2021.

Received on 25/03/26 at 13:35hrs,  
vide Siliguri PS GDE NO. 1322 and  
Started Siliguri PS case NO. 166/26  
dated 25/03/26 u/s- 316(2)/318(2)/  
318(4)/336(2)/336(3)/338/351(2) of  
BNS. ASI Sanjay Baluwia of Siliguri  
PS will investigate the case.



25/03/26  
Inspector Incharge  
Siliguri Police Station  
Siliguri Police Commissionerate