

FIRST INFORMATION REPORT  
(Under Section 154 Cr. P.C.)

4813



Darjeeling PS. Biliguni Year 2021 FIR No. 1063/21 Date 26/8/21

9PC Sections 406/420/403 (i) Act Sections

(iv) Others Acts & Sections

Time Period Date From 17.06.2020 Date To

Time From mention not Time To

(b) Information received at P.S. Date On 26/8/2021 Time 13.25 h.

(c) General Diary Reference Entry No(s) 1576 Time 13.25 h.

4. Type of Information Written / Oral

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

(b) Address Rabindranagar, Kathkhola, Biliguni  
S/O - Darjeeling

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

6. Complainant / Informant

(a) Name Sri Shankar Saha

(b) Father's / Husband's Name Sri Shankar Saha

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

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

(f) Occupation

(g) Address Rabindra Nagar, Mno-21, SMC, Ps- Biliguni  
Dist- Darjeeling

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

(Attach separate sheet, if necessary)

(i) Subrata Basu Sp. Lt. Krishnabandhu Basu of Rothkhola, Matangini Harza Sarani Colony near Resuka Bhanan, Ps-Biliguni  
S/O - Darjeeling (ii) Smt. Arita Basu w/o Subrata Basu and (iii) Chandan Basu

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

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

10. Total value of properties stolen / involved

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

12. FIR Contents (Attach separate sheets, if required) Complainant is treated as FIR which enclosed herewith. The original written Complaint of the

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 SI Malay Kr Roy of Biliguni Ps/SAC 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.

14. Signature / Thumb impression of the Complainant / Informant

Signature of the Officer-in-Charge, Police Station  
Name Inspector Incharge  
Rank No. 5121  
Siliguri Police Station

15. Date & Time of dispatch to the court on 27/8/21 at 10.30 h.



To  
The Inspector-In-Charge,  
Siliguri Police Station,  
Siliguri,  
Dist. Darjeeling.

Dated:-

Sub: - F.I.R.

Respected Sir,

With due regards, I, **SRI DIPANKAR SAHA**, Son of Sri Shankar Saha, Of Rabindra Nagar, Ward No. 21 of S.M.C., P.O. Rabindra Sarani, P.S. Siliguri, Dist. Darjeeling, Pin: 734006 would like to lodge this written complaint to the effect that myself and my cousin brother Sri Uttam Saha were searching a residential plot of land within the area of Rabindra Nagar, Rathkhola, Siliguri for our residential purpose and in course of searching, we got acquaintance with **Sri Subrata Basu**, Son of Late Krishna Bandhu Basu, Resident of Rathkhola, Matangini Hazra Sarani, Near Renuka Bhawan, Ward No. 22 of S.M.C., Siliguri, P.O. Rabindra Sarani, P.S. Siliguri, Dist. Darjeeling, Pin: 734006 having Mobile No. 94340-77231, through one of the broker namely **Sri Chandan Banik** and on being acquainted with said Subrata Basu through said Chandan Banik, he told us that he is the absolute and exclusive owner of all that one residential flat in the first floor measuring about 1900 Sq. Ft. together with one car parking space measuring about 200 Sq. Ft. situated in the front side of the ground floor and one roof (front side) of the first floor measuring about 950 Sq. Ft. of a two storied building constructed on the land measuring about 3 Kathas 4 Chhataks out of the land measuring 13 ¼ Kathas appertaining to and forming part of Plot No. 13271, recorded in Khatian No. 5906/2 of Mouza - Siliguri, Pargana - Baikunthapur, J.L. No. 110(88), Touzi No. 3(ja), within Ward No. 22 of Siliguri Municipal Corporation, P.S. and Sub-Division - Siliguri, Dist. Darjeeling and also desires and offered to sell the aforesaid property to and in favour of the intending purchaser on a valuable consideration of Rs. 42,00,000/- only and on being learnt about his said intention and also on being induced by said Subrata Basu and his wife namely **Smt. Anita Basu** and the said broker Sri Chandan Banik, I along with my cousin brother Sri Uttam Saha have jointly agreed and decided to purchase the aforesaid property

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*Dipankar Saha*



on a valuable consideration of Rs. 42,00,000/- only to which, said Subrata Basu and his wife have also agreed to sell the same and accordingly, a Deed of Agreement for Sale was executed in between ourselves and said Subrata Basu on 17.06.2020 wherein the wife of said Subrata Basu namely **Smt. Anita Basu** and the broker Sri **Chandan Banik** of Hakim Para, Siliguri, Dist. Darjeeling have also put their respective signature as a witness in the said Deed of Agreement and at the time of execution of the said Deed of Agreement for Sale, we have paid and deposited a sum of Rs. 17,00,000/- only through RTGS out of which, Rs. 8,50,000/- only from the account of my cousin brother Sri Uttam Saha and Rs. 8,50,000/- only from my account to the account of said Subrata Basu, out of the total consideration money of Rs. 42,00,000/- only to which said Subrata Basu has acknowledged the same as having received and thereafter, we have further paid a sum of Rs. 8,00,000/- only to said Subrata Basu out of which, Rs. 2,50,000/- only by way of Account Payee Cheque from the account of the wife of my cousin brother Sri Uttam Saha and Rs. 2,00,000/- only from my account and Rs. 3,50,000/- only by way of cash, and altogether, we have paid a sum of Rs. 25,00,000/- only to said Subrata Basu.

That as per the terms and conditions of the said Deed of Agreement for Sale Dated: 17.06.2020, said Subrata Basu being the owner of the aforesaid property, shall execute and register a proper Deed of Sale with respect to the aforesaid property to and in our favour after receiving the balance consideration money within a period of 3 (three) months from the date of execution of the said Deed of Agreement for Sale and inspite of readiness and willingness from our side to execute proper Deed of Sale with respect to the aforesaid property to and in our favour, after paying the balance consideration amount but said Subrata Basu has delayed the matter on different pretext and neglected to perform his duties and every time, he has assured us to execute proper Deed of Sale with respect to the aforesaid property within a very short period but he has failed to execute proper Deed of Sale with respect to the aforesaid property to and in our favour as per the terms and conditions of the said Deed of Agreement for Sale.

*Disputed*



That thereafter as per the wish and desire of said Subrata Basu, a fresh Deed of Agreement was executed in between ourselves and said Subrata Basu on 15.01.2021 in continuation of the earlier agreement dated: 17.06.2020, wherein said Subrata Basu has admitted and acknowledged the amount which he has received from us a sum of Rs. 25,00,000/- only with respect to the aforesaid property as mentioned above and said Subrata Basu has also confessed that due to some unavoidable circumstances, he could not execute proper Deed of Sale and transfer the property to and in our favour and assured us that he shall execute proper Deed of Sale with respect to the aforesaid property to and in our favour within the month of February, 2021, failing which, he shall refund the entire advance amount to and in our favour within the month of February, 2021 and as per the said Deed of Agreement Dated: 15.01.2021, said Subrata Basu again failed to execute proper Deed of Sale with respect to the aforesaid property to and in our favour and finally, he has issued the five numbers of Account Payee Cheques for the amount of Rs. 5,00,000/- (Rupees Five Lakhs) only each, total amounting to Rs. 25,00,000/- only in our favour in discharge of his existing partial legal debts and liabilities being Cheque Nos. (1) 158529, (2) 158530, (3) 158531, (4) 158528, (5) 158532, all the cheques were drawn at Central Bank of India, BIDSIL Bidhan Market Branch, Siliguri and on being received the aforesaid cheques from said Subrata Basu, myself and my cousin brother have presented the said cheques in our respective Bank accounts but all the cheques were returned 'dishonoured' by the Drawee bank with the endorsement "Funds Insufficient" and from the aforesaid acts, it is clear that said Subrata Basu has issued all the cheques in our favour knowingly well that all the cheques will not be honoured on its presentation with an intention to deceive and cheat us and thereby, he is trying to misappropriate our entrusted money and finding no other alternative, when we asked him to return back our money, he and his wife became furious and started to threaten us with dire consequences and have clearly stated that they will not return back the entrusted money which we have entrusted to him and nobody will do anything.

*Dipankar Basu*



Later, on our personal enquiry, we also came to learn that said **Subrata Basu** in conspiracy with his wife **Smt. Anita Basu** and said **Chandan Banik** has entered into an agreement for sale by showing the same property with another intending purchaser Sri Bapi Dey, Son of Late Hiralal Dey and Smt. Anuradha Dey, Wife of Sri Bapi Dey prior execution of our agreement dated: 17.06.2020 and they have received a sum of Rs. 24,50,000/- only from said Bapi Dey and Smt. Anuradha Dey as an advance money and suppressing the said facts and the earlier agreement, he again entered into an agreement with us in conspiracy with his wife and said Chandan Banik with a clear intention to misappropriate our money with an intention to deceive and cheated us and to that effect, they have prepared some forged documents and knowingly used the same as genuine and they have make a criminal conspiracy with each other and some other known and unknown persons.

I, therefore, request you to investigate into the matter and please take appropriate strong legal action against said **Subrata Basu**, his wife **Smt. Anita Basu**, one broker **Chandan Banik** and their other associates as per the provision of law and obliged thereby.

Thanking you

Yours faithfully,

*Sri Dipankar Saha*

(SRI DIPANKAR SAHA)  
Mobile No. 98320-61233.

Received on 26/8/2021 at 13:25 h.  
vide SCB PS GDE No. 1576 Dt. 26/8/21  
Started SCB PS Case No. 1063/21  
Dt. 26/8/21 w/s 406/420/20 B 2A.  
and endorsed to SI Malay Kr. Roy  
of SCB PS/SFC for its investigation.

96/08/2021  
Inspector incharge  
Siliguri Police Station  
Siliguri Police Commissioner's Office