

FIRST INFORMATION REPORT

(Under Section 154 Cr. P.C.)

Dist. Spc P.S. Mahgara Year 2021 FIR No. 1419/21 Date 18.12.2021

(i) Act IPC Sections 477, 477A, 506, 3A (ii) Act Sections

(iii) Act Sections (iv) Others Acts & Sections

(a) Occurrence of Offence : Day Date From 17.12.2021 Date To

Time Period Time From 11.10 PM Time To

(b) Information received at P.S. Date 18.12.2021 Time 20.25 hrs

(c) General Diary Reference : Entry No.(s) 905 Time 20.25 hr

Type of Information : Written / Oral

Place of Occurrence : (a) Direction and Distance from P.S. 1 km north approx. Beat No.

(b) Address Lumina Developers LLP Location Uttaranga.
P.S. Mahgara Dist Darjeeling

(c) In case outside limit of this Police Station, then the

Name of the P.S. N/A District

Complainant / Informant:

(a) Name Kajal Sarkar

(b) Father's / Husband's Name Kamal Sarkar

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

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

(f) Occupation

(g) Address 3rd floor Room NO.23 International Market behind Road
PO+PS ELUDDH.

Details of known / suspected / unknown accused with full particulars

(Attach separate sheet, if necessary): Aced. Sushil Kr. Agarwal and
SUNIT Kumar Agarwal and Local
re representative of Labini Township
& Holding Limited

Reasons for delay in reporting by the Complainant / Information

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

Total value of properties stolen / involved

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

FIR Contents (Attach separate sheets, if required): The original written complaint
which is treated as FIR is re-produced only

Action taken : Since the above report reveals commissions of offence(s) as mentioned at item No. 2, registered
the case and took up to the investigation / directed ASI Mirza Hossain to take up

investigation / refused investigation / transferred to P.S. of Mahgara P.S./S.P. 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.

Signature / Thumb impression
of the Complainant / Informant
Noted in original complaint

Signature of the Officer-in-Charge, Police Station
Ambar Bhattacharya
Name : S.I. of Patre
Rank : Mahgara P.S./S.P.

Date & Time of despatch to the court:
19.12.2021 at 11.45 hr

LUMINA DEVELOPERS LLP

Office No.23, Third Floor, International Market, Sevoke Road, Word No. 10, Siliguri – 734001

LLPIN: AAR-9160

E-MAIL ID – ksegl1@gmail.com , Contact No. +91 94340 47385

To,

Dated: 18-12-2021

The Officer in Charge,

Matigara Police Station, District Darjeeling

Respected Sir,

I, Sri Kajal Sarkar, partner of Lumina Developers LLP, a registered limited liability partnership, having office at 3rd Floor, Room No. 23, International Market, Sevoke Road, P.O. & P.S. Siliguri, District Darjeeling, PIN – 734001 wish to hereby inform you that Luxmi Township and Holdings Limited (previously known as “Luxmi Township Limited”, a company having its registered office at 17, R.N. Mukherjee Road, Kolkata 700001) agreed to transfer/assign/allot the below schedule land to Lumina Developers LLP (hereinafter referred to as “Lumina” for the sake of brevity) for the purpose of development for a total consideration of Rs.59,32,02,500/- (Rupees fifty nine crore thirty two lac two thousand five hundred) only and instructed for payment of the sum of Rs.5,00,00,000/- (Rupees five crore) only to its sister concern, Chatterjee Asset Holdings Private Limited (a company having its office at 17, R.N. Mukherjee Road, Kolkata – 700001) which sum of money less TDS was duly paid by Lumina.

The physical possession of the below schedule land was handed over by the representative of the aforesaid companies to the firm, Lumina Developers LLP and the firm undertook the repair works of broken and dilapidated boundary walls at its own cost and expense and also put its sign board at the said land and kept its tankers and equipment thereat for engagement in clearing, earth filling and compaction works and has also at the firm’s cost and expense deputed security personnel at the said land. Till today the below schedule land is in the actual, khas and physical possession of Lumina Developers LLP.

After having made the aforesaid payments (which have been duly received by the recipient, that is, Chatterjee Asset Holdings Private Limited), scanned copies of necessary documents as solicited by Luxmi Township and Holdings Limited were duly mailed by me (from my mail id ksegl1@gmail.com) to the representative of Luxmi Township and Holdings Limited at the mail id sudip@luxmigroup.in on 28/07/2020.

On 10/08/20, Mr. Sudip Chakraborty, representative of Luxmi Township and Holdings Limited from the mail id sudip@luxmigroup.in sent me the agreement of Provisional Allotment of the below schedule land. As the said agreement initially mailed had certain errors, the same were pointed out by me to the said representative of Luxmi Township and Holdings Limited, who again mailed a rectified agreement of Provisional Allotment of the below schedule land to me on the same date. The said agreement of Provisional Allotment was duly signed on behalf of Lumina Developers LLP and submitted to Luxmi Township and Holdings Limited.

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On 25/08/20 and 16/10/20, the aforesaid companies surreptitiously remitted back the aforesaid payment made by Lumina Developers LLP, but on each occasion the entire amount was again paid to Chatterjee Asset Holdings Private Limited by Lumina Developers LLP through RTI from HDFC Bank, Hill Cart Road Branch. Quite surprisingly, said Sudip Chakraborty from mail id sudip@luxmigroup.in sent me a communication expressing ignorance about the reason for payment of the aforesaid amounts of money by Lumina Developers LLP. The said mail was sent by said Sudip Chakraborty for Chatterjee Assets & Holdings Ltd.

As it appeared that the aforesaid companies were trying to wriggle out of the concluded contract with Lumina Developers LLP, the firm had no other alternative but to seek legal recourse for specific performance of the aforesaid agreement and accordingly filed a suit in the Court of Ld. Civil Judge (Senior Division) at Siliguri being numbered as T.S. 46 of 2021 on 21/08/20 against the said companies, which is pending.

As certain persons tried to forcibly enter into the below schedule land and disturb the peaceful possession of Lumina Developers LLP therein, a complaint was lodged with the Commissioner of Police on 05/08/21.

It has been learnt by me on 05/08/21 that the aforesaid companies have entered into a tripartite agreement with Sri Sushil Kumar Agarwal (son of Masani Lal Agarwal, having office at Agarwal & Brothers, Church Road, Siliguri, P.O. & P.S. Siliguri, District Darjeeling, PIN - 734001) and Sri Sunil Kumar Agarwal (son of Khajanchi Ram Agarwal of Singtam N. Panchayat, Mandir Line, Singtam Forest Block, East Sikkim, Sikkim, PIN - 737134) on 21/08/20 and a letter of Provisional Allotment of the below schedule land has been issued to them by Luxmi Township and Holdings Limited on 17/08/20.

From the aforesaid acts and conducts of the companies and their representative, it is evident that they have by deceiving Lumina Developers LLP and its partners, fraudulently and dishonestly induced Lumina Developers LLP to make the payment of a huge sum of money in the manner as stated above and have thereby caused Lumina Developers LLP and its partners to suffer losses and great harm, pain and mental agony. Even while having received the payments as aforesaid and retained the same in its entirety, the said companies and their representative have ventured to surreptitiously carry on negotiations and enter into clandestine arrangement in respect of the below schedule land with the above mentioned Sri Sushil Kumar Agarwal and Sri Sunil Kumar Agarwal. In furtherance of their misdeeds and criminal conspiracy, the said companies and their representatives as well as said Sri Sushil Kumar Agarwal and Sri Sunil Kumar Agarwal have engaged in trying to forcibly and illegally dispossess Lumina Developers LLP from the possession of the below schedule land by taking the law into their own hands, complaint regarding which has already been lodged by me. A complaint was also filed by representative of Luxmi Township and Holdings Limited has also abused and injured a witness engaged by Lumina Developers LLP at the below schedule land. Necessary application for

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addition of Sri Sushil Kumar Agarwal and Sri Sunil Kumar Agarwal as defendants in the pending civil suit has already been filed by Lumina Developers LLP.

Subsequently, in an appeal preferred by Lumina Developers LLP in the Hon'ble High Court at Calcutta, Circuit Bench at Jalpaiguri numbered as FMAT 43 of 2021, the Hon'ble High Court by order dated 03.12.2021 was pleased to pass an order directing the parties to maintain status quo as on date connected to the suit property till the injunction application is heard out by the Ld. Civil Judge (Senior Division) Siliguri in the pending civil suit.

It is trite to state that Luxmi Township and Holdings Limited are aware that Lumina Developers LLP is in physical possession of the below schedule land and the same is evident from the letter filed by me in Court.

In spite of the said order passed by the Hon'ble High Court and the pendency of the civil suit as aforesaid, the representatives of Luxmi Township and Holdings Limited and Sri Sushil Kumar Agarwal and Sri Sunil Kumar Agarwal, have ventured to unsettle the existing status quo in respect of the below schedule land.

In the night of 17.12.2021 around 11 PM, I was informed by my security guards posted at the below schedule land that a group of antisocial elements were threatening the guards and trying to forcibly enter into the said land. I immediately rushed to the spot and found a big group of more than fifty unknown persons, armed with deadly weapons, who declared in a hostile manner that they have been engaged by Sri Sushil Kumar Agarwal and Sri Sunil Kumar Agarwal and the local representative of Luxmi Township and Holdings Limited to remove the trucks / vehicles and installations of Lumina Developers LLP therefrom. I also called up the local police authority and certain police personnel also arrived at the spot. In the midst of the commotion and the threats of the antisocial elements even in presence of the police, I told them that there is an order of status quo passed by the Hon'ble High Court and the entire matter was pending adjudication in the Court of the Ld. Civil Judge (Senior Division) at Siliguri and that any forcible entry into the below schedule land by them would be in violation of the solemn order of the Hon'ble High Court and I would most certainly proceed to make necessary application for contempt of court. After sometime the said persons left the spot.

Sir, I am afraid that the aforesaid persons and their accomplices have no regard for the law of the land and the solemn order of the Hon'ble Court and will make further attempt to forcibly and illegally enter into the below schedule land and disturb the peaceful possession of Lumina Developers LLP.

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Being the authorized partner of Lumina Developers LLP, I am lodging this complaint with and humbly request you to kindly inquire into the matter and take necessary action against aforesaid miscreants for their illegal acts, misdeeds and wrong doings at the earliest do needful to ensure that the solemn order of the Hon'ble High Court is not violated by representative of Luxmi Township and Holdings Limited, Sri Sushil Kumar Agarwal and Sunil Kumar Agarwal and their accomplices. I am ready to produce all necessary documents for your kind and valuable perusal as and when so directed. As it had become very late night by the time the persons left the spot, this complaint could not be lodged earlier.

SCHEDULE

All that piece and parcel of land measuring 160.3250 Cottahs or 2.65 Acres, approx., situated within Mouza Ujanu, J.L. No. 86, P.S. Matigara, District Darjeeling, comprised in the L. Plots as follows:

Plot No.	Area in
LR	Acre
505	0.95
506	0.04
507	0.24
508	0.96
509	0.44

Total = 2.65

The said land is butted and bounded as follows:

- In the North : By land of Panchparv Dealcomm Pvt. Ltd.;
- In the South : By National Highway;
- In the East : By land of Chandmani Tea Estate; and
- In the West : By 35 M wide metal road.

Thanking you,

*Received on 18/12/24 at 20:25 hr.
vide GDE NO 905 dt 18/12/24 and
stated Matigara PS (Case No 1419/2024
dt 18/12/24) MS 447/427/188/506/3A/PC
and endorsed to DS Muzta Hossain for ill. imp.*

Yours faithfully,

Kajal Sarkar
(Kajal Sarkar)

Encl: High Court Order FMAT 43 of 2021 with IA CAN 1 of 2021. 943404738

Copy to: The Commissioner of Police
Siliguri Police Commissionerate
Siliguri

18/12/24 s/o Komal Sarkar
Officer In-charge
Matigara Police Station
Siliguri Police Commissionerate