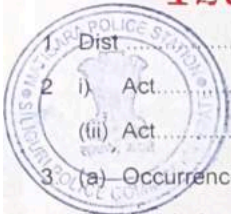


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1 Dist SPC P.S. Mahgara Year 2022 FIR No. 289/22 Date 02.03.22  
2 i) Act. IPE Sections 406/420 ii) Act. Sections  
(iii) Act. Sections (iv) Others Acts & Sections

3 (a) Occurrence of Offence : Day Date From July 2021 Date To  
Time Period Time From Time To

(b) Information received at P.S. Date 02.03.2022 Time 17.55 hrs

(c) General Diary Reference : Entry No(s) 78 Time 17.55 hr.

4. Type of Information : Written / Oral

5. Place of Occurrence : (a) Direction and Distance from P.S. 3 km north Beat No.

(b) Address Choto Mohan Smejote, Amar pally PS - Mahgara Dist. DSH

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

6. Complainant / Informant :

(a) Name Mithlesh Kumar

(b) Father's / Husband's Name Lt Anjani Kumar Sinha

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

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

(f) Occupation

(g) Address Choto Mohan Smejote Amar pally, PO. Raugra PS MTD DSH

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

(Attach separate sheet, if necessary) : Aced. 1) Gowrishankar JB (DIN NO. 08738465

Smt Lakshmi (DINNO 08738442) and Sukumar Susendar (DIN NO 08370450)

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

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

07,00,000 (Seven Lakhs)

10. Total value of properties stolen / involved

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

12. FIR Contents (Attach separate sheets, if required) : The original written complain which is treated as FIR is re-produced over leaf.

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 Md. Sohailke of Mahgara PS/SPE 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

Signature of the Officer-in-Charge, Police Station

Name : Anurag Khaitan

Rank : No. SI of Police Mahgara PS/SPE

15. Date & Time of despatch to the court : 03.03.2022 at 11.00hr



To,  
The Officer- In -Charge,  
Matigara Police Station,  
Dist. Darjeeling.

Respected Sir,

Sub: F.I.R.

I, **Sri. Mithlesh Kumar** S/O Late Anjani Kumar Sinha, resident of Chhoto Mohan Singh Jote, Amar Pally, P.O. New Rangia, P.S. Matigara, Dist. Darjeeling, W.B., India, Pin - 734013, would like to state that I had expressed my interest in carrying on the business with **Redesh Franchise World Pvt. Ltd.** under "Redesh Double Decker Biryani" at Siliguri (Point of Sales - "POS") represented by its Directors **1. Sri. Gowrishankara J B (DIN No. 08738463) (Director cum Chairman), 2. Smt. Lakshmi (DIN No. 08738442) & 3. Sri Sukumar Surendar (DIN No. 08370490)** on an exclusive basis and in this respect I had initiated talks with them since July 2021 and had entered into a franchisee agreement with them on **12.08.2021**. That the agreement had commenced from the date of execution and the lock in period of the same was for 2 years. That I had deposited a sum of **Rs. 7,00,000/- (Rupees Seven Lakhs) only** out of which **Rs. 2,00,000/- (Rupees Two Lakhs) only** was paid online on **30/07/2021** as franchisee fee (non-refundable) and another **Rs. 5,00,000/- (Rupees Five Lakhs) only** was paid online on **12.08.2021** for setups plus stocks.

Sir, as per the subject to the terms and conditions of the said agreement they had granted me to carry on the business on exclusive basis in accordance with the said agreement from the POS. That it was also agreed that the said agreement shall remain in force for a period of 2 years and would be renewed in writing on or before 24 months from the date of the said agreement. That as per Para 3.3 (B) of the said agreement read as follows:

"Minimum Assured Franchisee Revenue Entitlement as per payout schedule of **Rs. 30,000/- (Rupees Thirty Thousand only)** plus 10% on overall net profit which was supposed to start from 3<sup>rd</sup> month onwards and the same shall be credited to the Franchisee account for every month between 20<sup>th</sup> - 30<sup>th</sup> of the succeeding English Calendar month".

Sir, they have taken the matter very casually and have failed miserably to comply with the responsibilities from their side as enshrined in the said agreement in various clauses. That they have miserably failed to start up the said business me which was supposed to start from the month of August, 2021. That I had sent them reminders vide e-mail, registered post and whatsapp but they kept dilly delaying the matter in one pretext or the other. That finding no other option I also served them legal notice which was returned back with intimation left address.

Contd.....P/2..



:: 2 ::

Sir, now it is crystal clear that they have cheated, criminally conspired, breached my trust upon them, caused insult and annoyance to me intentionally by showing me greed of getting good returns every month. They have neither set up business, nor paid me my monthly return nor have they returned me my investment.

Under the above circumstances I therefore pray that your good self will be kind enough to investigate the matter and after satisfying yourself with the cheating done by the complained persons be please to arrest them for the ends of justice.

Thanking You.

Dated: 28.02.2022

Yours Faithfully

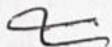
Mithlesh Kumar

Mithlesh Kumar

(Proprietor:- Swastik Enterprise)

(MOB NO :- 9932055538)

Received on 02/03/2022 at  
12-55 hrs with CDF NO 78  
Dt 02/03/2022 and started  
Matigara PS Case no. 289/2022  
Dt 02/03/22 with 406/4201PC  
and endorsed to I.O. SI and  
Sonalika for its investigation



02/3/22

Officer In-charge  
Matigara Police Station  
Siliguri Police Commissionerate