

FIRST INFORMATION REPORT

(Under Section 154 Cr. P.C.)

3447



Dist. Subjeeling P.S. Siliguri Year 2022 FIR No. 445/22 Date 09/5/22

(i) Act. IPC Sections. 406/420/120B (ii) Act. Sections.

(iii) Act. Sections. (iv) Other Acts & Sections.

[a] Occurrence of Offence : Day. Date From 20/5/22 Date To.

Time Period. Time From. Time To.

[b] Information received at P.S. Date 09/05/22 Time 22-10 hrs.

[c] General Diary Reference : Entry No. (s) 553 Time 22-10 hrs

Type of Information: Written/Oral

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

[b] Address 16 Girish Ghosh Colony, Hakimpara, PS - Siliguri, Dist - Subjeeling.

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

Complainant / Informant:

[a] Name Tushar Kranti Ghosh

[b] Father's / Husband's Name Dr. Navayan Ch Ghosh

[c] Date / Year of Birth. [d] Nationality Indian

[e] Passport No. Date of Issue. Place of Issue.

[f] Occupation.

[g] Address 16 Girish Ghosh Sarani, Hakimpara, PS - Siliguri, Dist - Subjeeling.

Details of known / suspected / unknown accused with full particulars (Attach separate sheet, if necessary).

(i) Mr. Gobal Saha, Regional Sales Manager of M/s Black Shook India Ltd Gurugram, Haryana

(ii) Mr. Rajeev Kumar, Manager of M/s Black Shook India Ltd, Gurugram, Haryana

(iii) Miss Rakhi Singh, employee of M/s Black Shook India Ltd, Gurugram, Haryana

(iv) Mr. Rishi Tabam Chatterjee, CMO of the Co. (v) Mr. Digvijay Narayan, officer of the said Company M/s Black Shook India Ltd, Gurugram, Haryana.

Particulars of properties stolen / involved (Attach separate sheet, if necessary) Rs. 25,00,000/- (Rupees Twenty five Lacs only)

Total value of properties stolen / involved.

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

FIR Contents (Attach separate sheet, if required) The original written Complaint of the Complainant is treated as FIR which enclosed here in.

Action taken : Since the above report reveals commission of offence(s) as mentioned at item No.2, registered the case and took up to the investigation / directed. Asst. Insp. Anupam Ch. to take up investigation / refused investigation / transferred to P.S. SU 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.

Signature / Thumb impression of the Complainant / Informant

Signature of the Officer-in-Charge, Police Station 09/5/22

Name Subjeeling Police Station Rank S.P.

Date & Time of despatch to the court on 10/5/22 at 10:30 hrs.

To

DATED: 09/05/2022

**The Officer-In-Charge**  
**Panitanki Town Out Post,**  
**Under Siliguri Police station,**  
**Siliguri Metropolitan Police,**  
**District-Darjeeling**

SUB: F. I. R.

Sir

This is to inform you that M/S Black Short India Limited having its registered office SCO No-17, Saraswati Bihar, Chakkarpur, Gurugram, Gurgaon, Haryana PIN Code-122001 and Marketing office at Unit-406, 4<sup>th</sup> Floor, MGF Metropolis Mall, Gurugaon, Gurugaon, Haryana, PIN-122001 and the said company has been carrying on business of manufacturing, marketing sales and distribution of liquor products for human consumption.

Mr.Gopal Saha, the Regional Sales Manager of the Company met me at Siliguri and insisted me to have the C & F (Carrying and Forwarding Agency) of the liquors, as produced by the company, for the State of West Bengal. During such discussion he told me that a non-refundable sum of Rs.3.00 Crores (Rupees Three Crores) was required to be deposited by me with the company at the time of signing the Agreement of C & F against which stocks of liquor would be provide by the company to me from time to time. After thorough negotiations it was agreed that a sum of Rs.25,00,000/- would be payable by me and therefore the Company would send the agreement for signature. It was also agreed that if terms of the agreement were not agreed by me then the company would return back the said amount of Rs. 25,00,000/- to me.

Thereafter Mr. Rajeev Kumar, the manager of the Company sent me an introductory mail to me on 17/05/2021 stating the details of C&F price and Range Catalog. Relying on the said Gopal Saha and Mr. Rajeev Kumar of the company I transferred a sum of Rs.25,00,000/- on 20/05/2021

by Transfer from my Account No:020801550142 of ICICI Bank,Siliguri to the Account Number 245105001396 of the aforesaid Company maintained with ICICI Bank, Solitore Plaza Branch and an acknowledgement receipt was received from the Company on 20/05/2021 Which was sent by one Miss Rakhi Singh, an employee of the Company.

Thereafter Mr. Rajeev Kumar sent the draft of the agreement on 19/08/2021 by email. Perusing the said draft agreement certain rectifications were required and I rectified the certain clauses of the agreement and sent the final draft agreement to Mr.Rajeev Kumar of the company. According to the requirement of the Company I also obtained Police Verification from the Commissioner of Siliguri Metropolitan Police Commissionarate and sent the same to the Company.

On 16.06.2021, I also visited Mr. Rajeev Kumar at Gurgaon in the office of the company and thorough discussions were held regarding the future course of action of the business dealings and Mr. Rajeev Kumar assured me that very shortly the final agreement would be sent to me for my signature but the same was not sent.

I had a talk with Mr.Rwitaban Chatterjee, the CMO of the Company, and he assured me that on 24.08.2021 he would be coming at Siliguri and finalized the matter with me including the execution of the agreement and process of labelling and bottling of the liquor and registration of the brand in the State of West Bengal.

Thereafter one Mr.Digvijoy Narayan, the officer of the Company sent an agreement which was not in accordance with the terms and conditions as agreed upon previously. Ultimately I informed the concerned officers of the company that I was not willing to make any business deal with the Company due to upper violation of the terms and conditions referred in the agreement and asked them to pay back my money of Rs.25,00,000/- which was deposited by me with the

Company. Several times I requested the aforesaid officer of the Company to pay back my aforesaid money but all were in vain.

On 17.02.2022 I sent notice to the Directors of the Company and the aforesaid officers of the Company through my Advocate demanding the pay of Rs. 25,00,000/- and those notices were duly served but without any result.

The aforesaid Officers of the company in collusion and Connivance with the Directors of the Company fraudulently and dishonestly induced me to pay the sum of Rs.25,00,000/- with the Company's Bank Account and misappropriated the same and thereby they deceived me and cheated me.

Therefore, I request you to investigate into the matter and necessary legal action may be initiated against the aforesaid culprits.

Thanking You.

*Tushar Kanti Ghosh*  
(TUSHAR KANTI GHOSH)

S/O Late Narayan Chandra Ghosh

16, Girish Ghosh Sarani

Hakimpara

P.O.Siliguri-734001

Mob No: 9434044575

Received on 09/5/2022 at 22.10 hrs  
vide CG PS 602 no. 553 dt. 09/5/22  
Started SO PS case no. 447/22 dt.  
09/5/22 u/s 406/420/120B IPC.  
S/O ASG Gopesh Ch Barman for  
its investigation.

*[Signature]*  
09/5/22  
Inspector-In-Charge  
Siliguri Police Station  
Siliguri Police Commissionerate

Sir,  
Received on 09/05/22 at 21.25 L vide  
Panitanki T.O.P G.O.2 no. 226 dt 09/05/22  
& forwarded the same to I/C Siliguri PS for  
start a case under hoken section of law.  
ASG Rakesh Ch. Barman will be investigate  
the case in anticipation of kind advice.

*[Signature]*  
09/05/22  
Officer In-Charge  
PANITANKI T.O.P  
P.S. Siliguri  
Dist. Darjeeling