

# FIRST INFORMATION REPORT

(Under Section 154 Cr. P.C.)



2828

Dist. Bhaktinagar P.S. Bhaktinagar Year 2022 FIR No. 565/22 Date 31.05.22  
i) Act — Sections — ii) Act SPC Sections 406/420/34  
iii) Act — Sections — (iv) Others Acts & Sections —

3. (a) Occurrence of Offence : Day — Date From not mention Date To —  
Time Period — Time From — Time To —

(b) Information received at P.S. Date 31.05.2022 Time 17:45 hrs.

(c) General Diary Reference : Entry No(s) 1729 Time 3:17:45 pm.

4. Type of Information — Written / Oral —

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

(b) Address Salugara Bazar, 4th mile, Seroke Road, P.O. Salugara, P.S. BKN, Jalpaiguri.

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

6. Complainant / Informant :

(a) Name Sri Siddharth Siddharth Jain

(b) Father's / Husband's Name Sri Hemant Kumar Jain

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

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

(f) Occupation —

(g) Address Milon Pally, SMC, w/no-25, P.O. Siliguri Bazar, P.S. Siliguri dist Darjeeling

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

① Sri Tashi Dorjee Lama, s/o Lt. Kunju Lama, of Salugara Bazar, 4th mile, Seroke Road, P.O. Salugara, P.S. - Bhaktinagar Jalpaiguri. ② Hishey Leagi, w/o - Tashi Dorjee Lama of DO

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 —

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

12. FIR Contents (Attach separate sheets, if required) : The original written complaint which is attached to FIR is enclosed herewith reproduced 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 PSI Sabin Yanzon Tamang Inspector — Bhaktinagar Police Station  
investigation / refused investigation / transferred to P.S. — Siliguri Police Station  
jurisdiction. FIR read over to the Complainant / Informant, admitted to be correctly recorded and a copy given to the Complainant / Informant free of cost.

*Noted in original complaint*

14. Signature / Thumb impression of the Complainant / Informant

DR No. 2715 Date 11/6/22  
Bhaktinagar Police Station  
SPC

Signature of the Officer-in-Charge, Police Station — 31/5/22  
DR No. — Bhaktinagar Police Station  
Name : J. S. Tamang SPC, Commissionerate  
Rank No SI of POLICE  
BKN P.S. / SPC

15. Date & Time of despatch to the court :





To  
The Officer In-Charge  
Bhaktinagar Police station  
2<sup>nd</sup> mile , Bhaktinagar  
District – Jalpaiguri

SUB – FIR

BHAKTINAGAR – DATED –

Respected Sir ,

I , Sri SIDDHARTH JAIN , SON OF SRI HEMANT KUMAR JAIN ,  
Indian by Nationality , Hindu by religion , Business by occupation , resident of  
Milan Pally , SMC ward No. 25 , PO- Siliguri Bazar , P.S. Siliguri , District –  
Darjeeling , PIN – 734005 , would like to lodge this written complaint of the  
following affairs :-

1] That due and in course of business I was introduced with the accused  
persons SRI TASHI DORJEE LAMA , S/o Late Kunju Lama , Indian by Nationality ,  
Buddhist by religion , business by occupation , resident of Salugara Bazar , 4<sup>th</sup>  
Mile , Sevoke Road , PO – Salugara , PS- Bhaktinagar , District – Jalpaiguri and  
also with his wife SMT ~~TASHI~~ LEAGI of the same address and they offered me  
to purchase a shop room belongs to them measuring about 450 Sqft. Situated  
at ground floor of the four storied building , constructed within Govt. Vest  
land measuring 2 [ two ] Kathas , bearing holding No. 1258 / 345 , Mouza –  
Dabgram , J.L No. [2] , situated at Salugara Bazar , 4<sup>th</sup> Mile , Sevoke Road , PO –  
Salugara , PS – Bhaktinagar , District – Jalpaiguri , SMC ward No. 42 , AND  
consideration price offered Rs. 19 ,40 , 500 /= [ rupees nineteen laks forty  
thousand five hundred ] . which was accepted by me subject to the terms and  
conditions as written , and executed between me and one of the accused  
persons SRI TASHI DORJEE LAMA.

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Received on - 31.05.2022 vide  
LDE no - 1729 Dtd - 31.05.22 and  
started BKN PS Gdc no - 565/22  
Dtd - 31.05.22 WS - 406/420/34 JPE  
and started over endorsed to  
same FIO of PSI Rabin Yanzon Tamang  
for its investigation.

*[Signature]*  
31/5/20

Inspector-In-Charge  
Bhaktinagar Police Station  
Siliguri Police Commissionerate

Siddharth Jain



2] That accordingly myself and said one of the accused persons SRI TASHI DORJEE LAMA [ vendor ] entered into a written agreement for sale / transfer on dated 17/ 03/ 2015 with some stipulated terms and conditions as written and agreed between us putting our respective signature in presence of the witnesses with respect to the aforesaid shop premises .

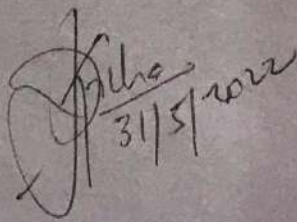
3] That in the said written agreement dated 17/ 03/ 2015 at para [12] the said accused person SRI TASHI DORJEE LAMA [ vendor ] declared that the title of his property [ shop room] is free , clear , marketable and also free from all encumbrances. And he has also stated at 2<sup>nd</sup> page of the agreement that he is possessing permanent , heritable , right , title , interest of the said property .

4] That with the entering into agreement the said accused person SRI TASHI DORJEE LAMA [ vendor ] has handed over some documents unto the complainant for initial satisfaction of the complainant likes [1] Xerox copy of votar I.D of TASHI DORJEE LAMA [ duly signed ] , [2] Xerox copy of eclectic bill in the name of KUNJA LAMA against the meter no. H245692. Consumer I.D. No. 412035550 [3] Xerox copy of death certificate of KUNJA LAMA . [4] Xerox copy of Holding Tax receipts in the name of SRI TASHI DORJEE LAMA.

5] That on the day of entering into written agreement dated 17 / 03 / 2015 the said accused person SRI TASHI DORJEE LAMA [ vendor ] received Rs. 4,00,000 /= [ rupees four lacks ] as an advance / earnest money which he duly acknowledged in the para [1] of the said agreement and in the separate hand note issued by him stating token money.

6] That the balance amount of Rs. 15, 40, 500 /= [ rupees fifteen lacks forty thousand five hundred ] was agreed to be paid by the complainant unto the said accused person SRI TASHI DORJEE LAMA [ vendor ] at the time of transferring the shop room which would have been completed as pre mutual understanding of both the parties.

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*Siddharth Jain*  
  
31/5/2022



7] That it was settled between the parties if after necessary enquiries and searching if it is found that the alleged shop room has any dispute regarding right , title and interest of the vendor [ accused person ] the purchaser [ complainant ] shall have right to rescind the agreement and on such rescission the vendor [ accused person ] shall refund the earnest money to the purchaser [ complainant ] immediately with interest @ 15 % per annum as written in para [6] of the agreement .

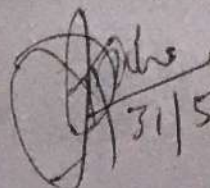
8] That time for performance of the contract was not fixed but agreed which may extended by mutual consent from time to time .

9] Therefore as per agreement and at the demand of the said accused person SRI TASHI DORJEE LAMA [ vendor ] , the complainant form time to time has paid to him further earnest / advance money in addition to Rs. 4,00,000 /= as paid on at the day of agreement dated 17/ 03/ 15 , that is Rs. 2,00,000 /= [ two laks ] on dated 23 / 03 / 15 , Rs. 4,00,000 /= [ four laks ] on dated 29 / 03 / 15 , Rs. 2,00,000 /= [ two laks ] on dated 08 / 04 / 15 , Rs. 2,00,000 /= [ two laks ] on dated 20 / 04 / 15 , and Rs. 2,00,000 /= [ two laks ] on dated 24 / 04 / 15 , are in total Rs. 16,00,000 /- [ rupees sixteen laks ] till 24 / 04 / 2015 .

10 ] That on perusing documents duly submitted by the accused person SRI TASHI DORJEE LAMA [ vendor ] it is found that the said shop room was belongs to his father and after his demise [ 1/ 06 / 2001 ] the accused person became the owner of the shop room . and the shop room situated on the Govt vest land ,

11] That it is therefore two major question /issue was raised by the complainant that [1] for the purpose of transfer of the government vest land necessary permission has to be obtained by the vendor / accused person and the allotment paper of the shop room in the name of his father were so demanded , [2] that as the accused person belongs to tribal community therefore necessary permission from the concerned authority also demanded,

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31/5/2022



12] That the accused person verbally assured to the complainant that he will arrange those documents prior to the final payment and registration of the shop premises , how ever for the purpose of obtaining necessary documents the accused person has received Rs.16.000,00 /= [sixteen lacks ] in advance / earnest money from the complainant ,

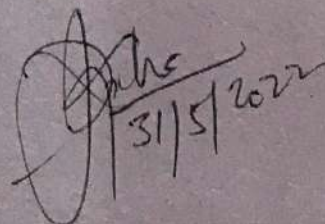
13] That the accused person for the satisfaction of the agreement also executed one declaration –cum – money receipts in on dated 24 / 04 / 15 in presence of the witness . and also on Affidavit – cum – No objection for independent electric connection of the shop premises dated 17 / 03 / 2015

14] That despite of all willingness and readiness to purchase of the shop premises by the complainant / purchaser the accused / vendor neglected and failed to discharge his part of contract and promise and could not produce the necessary documents of allotment of the shop premises In his father name , necessary sell permission from the concerned authority for the sell of vest land and necessary certificate of permission to transfer from the concerned authority being property of a tribal as such he has consumed lot of valuable time ,

15] That on failure of the part of performance / promise from the side of the accused person it was mutually settled to terminate the contact and to refund part of earnest / advance money , and therefore the wife of the accused person SMT HESHEY LEAGI on behalf of the accused person issued two nos A/C payee cheque being no. 447512 in favoure of the complainant on dated 05 / 10 / 16 [ for Rs. 1,50,000 /=] and another cheque being no 447513 dated 12 / 10 / 16 [ for Rs. 5,00,000 /= ] respectively drawn on the state bank of India , Salugara Branch , form her Account no. 20058456092. Which were duly dishonoured on it submission to the bank account of the complainant for its clearance on the ground insufficient of fund.

16] That the complainant at the request of the accused persons did not issue notice or not filed any complaint before the court of law as the accused persons assured they will pay the amount in cash.

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*Biddhant Jain*  
  
31/5/2022



17] That since 2016 despite of several request and persuasion by the complainant the accused persons never paid any amount nor they have taken any endeavour to full fill their part of performance / promise of the contract, and after the long period of covid - 19 pandemic recently when the complainant further moved to the issue observing no hope to conclude the contract for sell of shop premises , both the accused persons totally refused to refund the earnest money of Rs. 16.00.000 /= [ rupees sixteen lacks] , and also refused to sell the property in terms of the agreement after complacence of necessary obligation from the part of the promise and essential requirements from the part of the accused persons . rather threatened to dire consequences of life of the complainant if he further move with the issue and to cause damage of his business in the locality as they belong to a strong political party .

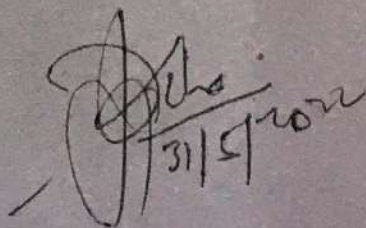
18 ] That it is no doubt the intention of the accused persons to cheat the complainant and to suffer monetary loss by way of induces the complainant deceived to deliver any property / money and deliberately omit to do his and their act / promise and that act or omission have caused serious damage and harm to the complaint to his mind , property , reputation , loss, suffering ,

19 ] That the accused persons also made criminal breach of trust by way of not refunding the earnest money and converting the same for the benefit of their own use without performing the promise of contract .

20 ] That the accused persons have also committed criminal intimidation by way of threatening to complainants for dire consequences of life if he moves with the issue .

21] That under this above circumstances finding no hope the complainant lodged this written complaint against the accused persons for the inception of the due course of law and justice ,

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31/5/2022

Siddharth Jain



22] That the complainant is a reputed businessman had tried to solve the issue without intervening the course of law only by way of negotiation and persuasion considering the request and assurance given from time to time from the part of the accused persons for long time since 2016 [ when the cheques were given ] but ultimately understood the accused person have collective cheated him and it was a planning cheating program from the accused persons from the very inception of the sale agreement, which caused the delay of lodging this written complaint , which may be considered and condoned for the natural justice .

Therefore it is humble request to accept the present written complaint and to give justice to the complainant within the due course of law .

Schedule of the shop premises above referred to

shop room measuring about 450 Sqft. Situated at ground floor of the four storied building , constructed within Govt. Vest land measuring 2 [ two ] Kathas , bearing holding No. 1258 /345 [ B-9 ,P- 36 ] , Mouza – Dabgram , J.L No. [2] , situated at Salugara Bazar , 4<sup>th</sup> Mile , Sevoke Road , PO – Salugara , PS – Bhaktinagar , District – Jalpaiguri , SMC ward No. 42.

*Siddharth Jain*

Thanking to you

yours faithfully

Sri SIDDHARTH JAIN ,

SON OF SRI HEMANT KUMAR JAIN ,

resident of Milan Pally , SMC war No. 25 ,

PO-Siliguri Bazar , PS- Siliguri

District – Darjeeling , PIN – 734005 ,

Cell PH no . 9832647369

*31/5/2022*

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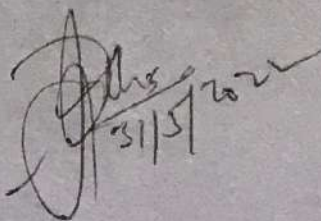
Name of the accused persons :-

- 1] SRI TASHI DORJEE LAMA , S/o Late Kunju Lama , Indian by Nationality , Buddhist by religion , business by occupation , resident of Salugara Bazar , 4<sup>th</sup> Mile , Sevoke Road , PO – Salugara , PS- Bhaktinagar , District – Jalpaiguri
- 2] SMT ~~HISHAN~~ LEAGI , w/o TASHI DORJEE LAMA , Indian by Nationality , Buddhist by religion , business by occupation , resident of Salugara Bazar , 4<sup>th</sup> Mile , Sevoke Road , PO – Salugara , PS- Bhaktinagar , District – Jalpaiguri .

List of documents filed :-

- A] Xerox copy of agreement for sell dated 19 / 03/ 2015
- B] Xerox copy of hand note of the accused Tashi Dorjee Lama towards money receipts . from dated 23 / 03 / 15 to 24 / 04 / 15
- c] Xerox copy of votar I.D of Tashi Dorjee Lama
- d] Xerox copy of electric bill
- e] Xerox copy of death certificate of Kunju Lama
- f] Xerox copy of Holding tax receipts being no 31 272 for the year 2006 to 2007
- g] Xerox copy of Affidavit – cum – no objection by accused Tashi Dorjee Lama dated 17 / 03 / 2015
- h] Xerox copy of declaration – cum – money receipts of accused Tashi Dorjee Lama dated 24 / 04 / 2015
- i] Xerox copy of cheaque being no. 447512 in favoure of the complainant on dated 05 / 10 16 [ for Rs. 1,50,000 /=] drawn on the state bank of India , Salugara Branch , form Account no. 20058456092. And bank return memo
- j] Xerox copy of cheaque being no 447513 dated 12 / 10 / 16 [ for Rs. 5,00,000 /= ] drawn on the state bank of India , Salugara Branch , form Account no. 20058456092.ank return memo

Siddhant Jain

  
31/5/2022