

FIRST INFORMATION REPORT

(Under Section 154 Cr. P.C.)



PS. Bhaktinagar Year 2022 FIR No. 1372/22 Date 24/12/2022

IPC Sections 406/420/506/34 ii) Act Sections

Sections (iv) Others Acts & Sections

3 (a) Occurrence of Offence : Day Date From 16/02/2015 Date To Recently

Time Period Time From Not mentioned Time To

(b) Information received at P.S. Date 24/12/2022 Time 11:35 hrs.

(c) General Diary Reference : Entry No(s) 1772 Time 11:35 hrs.

4 Type of Information : Written / Oral

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

(b) Address Anandemajee Kalibari Road, Haiderpara, Ward No-40, PS-Bhaktinagar, Dist-Jalpaiguri

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

Name of the P.S. District

6. Complainant / Informant :

(a) Name Sri Pulu Sarker

(b) Father s / Husband's Name Lt. Primal Sarker

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

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

(f) Occupation

(g) Address Haiderpara, PS-Bhaktinagar, Dist-Jalpaiguri

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

(Attach separate sheet, if necessary) : 1) Nitin Kumar Agarwal and 2) Smt. Suman Agarwal w/o- Nitin Kumar Agarwal, Partners of M/s. Asmi Construction situated at Alupally, Hill cant Road, PS-Siliguri.

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 Rs-29,00,000/- only

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

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

13. Action taken : Since the above report reveals commission of offence(s) as mentioned at item No. 2, registered the case and Station up the investigation / directed SI D.N Bakshe Siliguri Police Commissionerate to take up investigation / refused investigation / transferred to P.S. on point of jurisdiction. FIR read over to the Complain/ 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. 6014 Date 25/12/22 Bhaktinagar Police Station SPC

Signature of the Officer-in-Charge, Police Station Bhaktinagar

Name : Pulu Sarker Siliguri Police Commissionerate

Rank : No. SI of Police.

15. Date & Time of despatch to the court :

To
**The Inspector-In-Charge,
Bhaktinagar Police Station,
Bhaktiagar, Dist. Jalpaiguri.**

Dated: 23-12-2022

Sub:- F.I.R.

Respected Sir,

With due respect I, **SRI PULU SARKAR**, Son of Late Parimal Sarkar, Resident of Haider Para, Siliguri, P.S. Bhaktinagar, Dist. Jalpaiguri, would like to lodge this written complaint before your good office to the effect that I along with my brother Sri Kajal Sarkar and my two sisters namely Smt. Mira Sarkar & Smt. Sima Jana were absolute owner of all that piece or parcel of Land measuring 08 Kathas 05 Chhataks 19 Sq. Ft., appertaining to and forming part of R.S. Plot No. 231 & 232, recorded in R.S. Khatian No. 677, Sheet No. 12, of Mouza - Dabgram, J.L. No. 02, Paragana - Baikunthapur, situated within the Jurisdiction of Police Station - Bhaktinagar, Dist. Jalpaiguri, bearing Holding No. 2728 of Ward No. 40 of Siliguri Municipal Corporation and the property is located at Anandamayee Kalibari Road, Haider Para, Siliguri and we have been enjoying the said property in our actual khas and physical possession, having right, title and interest therein and in course of our enjoyment of the aforesaid property, we have decided to construct a multi-storied building in and over our said property but due to paucity of fund, we were unable to construct the same.

In the mean time, knowing our intention to construct a multi-storied building in and over our aforesaid property, one Nitin Kumar Agarwal and his wife Smt. Suman Agarwal have met with us and told us that they are the Partners of M/S. Asmi Construction, having its office situated at Alu Patty, Hill Cart Road, Siliguri and they are experienced in the line of construction and development work. During conversation, they expressed their intention to construct a multi-storied building in and over our aforesaid property under certain terms and conditions and also induced us by saying that if we entrusted them to develop our said property, we will be benefited and accordingly, on being induced by them, we have agreed to develop our said property on joint venture basis under certain terms and conditions and accordingly, a Deed of Agreement was prepared and executed on 16.02.2015 in between ourselves and the Partners of M/S. Asmi Construction and the same was registered in the Office of the A.D.S.R., Rajganj, Dist. Jalpaiguri on 09.05.2015, being Document No. I - 3366 for the year of 2015 and we have also executed a General Power of Attorney in their favour to develop our aforesaid property on 07.07.2015 and the same was registered in the Office of the A.D.S.R., Rajganj, Dist. Jalpaiguri, being Document No. I - 4725 for the year of 2015.

Pulu Sarkar

Sir, it is to be mentioned here that prior registration of the Development Agreement and the General Power of Attorney, one Deed of Agreement was executed in between ourselves and the Partners of M/S. Asmi Construction wherein they have agreed to pay total a sum of Rs. 53,00,000/- (Rupees Fifty Three Lakhs) only in our favour together with other benefits as per the Agreement Dated: 16.02.2015 and only due to their benefit, they did not mention the said amount in the Development Agreement Dated: 16.02.2015.

Sir, after execution of aforesaid two Agreements and General Power of Attorney, we have handed over the physical possession of our aforesaid property in their favour, they started to delay the construction work and they have failed to complete the construction work within the stipulated period though, finally, they have complete the construction work and handed over the Owner's allocation in our favour excepting the amount of Rs. 29,00,000/- (Rupees Twenty Nine Lakhs) only out of the total agreed amount of Rs. 53,00,000/- only and they have paid and transferred only a sum of Rs. 24,00,000/- only in our favour.

Before handing over our allocation, myself and my other brother and sisters have met with them and requested them to complete the agreed amount which they have induced to pay us before delivery of our owner's allocation but it is very painful to mention here that inspite of our repeated request and demands, they delayed the matter on different pretext and they have only paid a sum of Rs. 24,00,000/- only out of the total settled amount of Rs. 53,00,000/- only and every time, they promised us that they will pay the remaining amount of Rs. 29,00,000/- only to us within a very short period but till today, they did not pay the remaining amount of Rs. 29,00,000/- only in our favour and finding no other alternative, we have served a Notice upon the Partners of M/S. Asmi Construction on 21.10.2022 through our engaged Advocate Sri Nirmal Kr. Ghosh Dastidar through Registered Post with A/D but inspite of receiving the said Notice, they did not bother to reply the same and also failed and neglected to pay our legitimate amount of Rs. 29,00,000/- only and they are trying to misappropriate the said amount with an intention to deceive and cheated us for their wrongful and illegal gain.

Recently, I along with my brother and sisters have visited the Office of the M/S. Asmi Construction at Punjabi Para, Siliguri and met with them and requested them to pay the remaining amount of Rs. 29,00,000/- only as per the Agreement and hearing the same, they became furious and started to threaten us with dire consequences and also abused us with filthy and abusive languages by saying that if we again came and demand any money

Pulu Sarkar

from them, they will not hesitate to ruin our life and property and also put us behind the Iron Bar as they are very influential and has a good nexus with the anti-socials and by this way, firstly they induced us to entrust our aforesaid property in their favour and thereby, they are trying to misappropriate our legitimate amount of Rs. 29,00,000/- only which will be payable by them in our favour, with an intention to deceive and cheated us for their wrongful and illegal gain.

I, therefore, request you to investigate into the matter and please take strong legal steps against said the Partners of M/S. Asmi Construction for misappropriation of money by way of deceive and cheating us as per the provision of law and obliged thereby.

Your early action is highly solicited.

Thanking you,

Yours Faithfully

Pulki Sarkar

(SRI PULU SARKAR)

Mobile No. 70313-62195.

Received on 24/12/22 at 11.35 hrs.
vide BHN PS GDE no- 1772/22
and started Bhaktinagar PS
Case no - 1372/22 date 24/12/22
u/s - 406/420/506/34 IPC. SI D.N.
Bakshi will investigate the case.

[Signature]

24/12/22

Inspector-in-Charge

Bhaktinagar Police Station
Siliguri Police Commissionerate