

FIRST INFORMATION REPORT

(Under Section 154 Cr. P.C.)

3839



1. Dist. P.S. Praduanagar Year 2023 FIR No. 421/23 Date 09/06/23
2. i) Act. Sections 406, 420 ii) Act IPC Sections
(iii) Act Sections (iv) Others Acts & Sections
3. (a) Occurrence of Offence Day Date From 23/05/2017 Date To
Time Period Time From Time To

(b) Information received at P.S. Date 09/06/23 Time 19:20 hrs.
(c) General Diary Reference : Entry No(s) 557 Time 19:20 hrs.

4. Type of Information : Written / Oral
5. Place of Occurrence : (a) Direction and Distance from P.S. East, 2 1/2 km Beat No. -
(b) Address land measuring 28 decimals, L.R Plot No-882, 883, L.R. Khairan No-1190, Murua-Palash, J.L. No-43 PS Praduanagar Dnr. Dayeeling.
(c) In case outside limit of this Police Station, then the Name of the P.S. District

6. Complainant / Informant :
(a) Name Vishal Sharma
(b) Father's / Husband's Name Sovin Prasad Sharma
(c) Date / Year of Birth - (d) Nationality Indian
(e) Passport No. - Date of Issue : - Place of Issue -
(f) Occupation -
(g) Address Debidanga, Chaupasari PS Praduanagar, Dayeeling

7. Details of known / suspected / unknown accused with full particulars
(Attach separate sheet, if necessary) :
① Sanyas Krs Gupta ② Rajesh Gupta ③ Nimmla Gupta of 385, Bala Nivas P.T. Lane, Chauri Mohi, Post PS Dayeeling, Dnr. Dayeeling.

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

9. Particulars of properties stolen / involved (Attach separate sheet, if necessary) :
RS, 1500000/- (Rs fifteen lakh).

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 of the complainant which is attached as FIR is enclosed herewith. 09/6/23.

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 Youel Lepcha to take up investigation / refused investigation / transferred to P.S. 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.

14. Signature / Thumb impression of the Complainant / Informant :
Noted in written complain.
Inspector-In-Charge Pradhan Nagar Police Station Siliguri Police Commissionerate

15. Date & Time of despatch to the court :
on 18/06/23.
Signature of the Officer-In-Charge, Police Station :
Name : Minima Lepcha Rank : No. Insp of Police

Received on 09/06/23 vide PDM PS CUD E
NO- 557 dt 09/06/23 UTS 406, 420 SP and
started PDM PS case no- 421/23 dt
09/06/23, and endorsed to SI Kowal
lepa for investigation.

To,

Inspector - in - Charge,
Pradhan Nagar Police Station,
Pradhan Nagar, Siliguri,
District Darjeeling.

09/06/23
Inspector-In-Charge
Pradhan Nagar Police Station
Siliguri Police Commissionerate

Date: 09/06/2023

Dear Sir,

I, Sri Vishal Sharma, son of Sri Sovan Prasad Sharma, resident of Debidanga, Post Office Champasari, District Darjeeling, wish to here by inform you as follows:-

- 1) That an Agreement for Sale was executed among me and (i) Sri Sanjay Kumar Gupta, (ii) Sri Rajesh Gupta, sons of Harihar Prasad Gupta, (iii) Smt. Nirmala Gupta, residents of 385, Bala Niwas, P.T. Lane, Chand Mari, Post Office, Police Station & District Darjeeling on 23/05/2017 where they are collectively agreed sell their joint land measuring 28 decimals comprised in L.R. Plot No. 882,883 appertaining to L.R. Khatian No. 1190, Mouza Palash, J.L.No. 43, P.S. Pradhan Nagar, Dist. Darjeeling and under the impression of mutual consent the total consideration amount has been fixed at a sum of Rs. 32,00,000/- (Rupees thirty two lakh) only and it was agreed by them that the registered Deed of Sale will be executed within 6 (six) months from the execution of the agreement in my favour or my nominee/s. Accordingly, I paid a sum of Rs. 15,00,000/- (Rupees fifteen lakh) only by R.T.G.S to their bank accounts through my nominees namely Sri Lalbabu Sah and Sri Bhagwan Sah. It is pertinent to mention here that father of the above noted person namely Harihar Prasad Gupta (since deceased) was the actual and recorded owner of the above noted land and after demise of said Harihar Prasad Gupta above noted persons became the owner of the said land as per provision of Hindu Succession Act, 1956.

- 2) That since the execution of the aforesaid agreement I repeatedly asked them to produce all the original documents pertaining to the below schedule land for my perusal in terms of the said agreement but they avoided to do so on flimsy pretexts stating that the same were not readily available with them. Since execution of the agreement they are totally avoiding me whenever I tried to meet them.
- 3) That in the month of February, 2023 above noted person are demanded an exceed consideration amount of Rs. 57,00,000/- (Rupees fifty seven lakh) only instead of agreed consideration amount of Rs. 32,00,000/- (Rupees thirty two lakh) only of the above noted land. However, under compulsion I agreed to pay an exceed consideration amount of Rs. 57,00,000/- (Rupees fifty seven lakh) only instead of agreed consideration amount of Rs. 32,00,000/- (Rupees thirty two lakh) only of the above noted land and accordingly a fresh Agreement for Sale has been executed between me and Sri Sanjay Kumar Gupta on 25/02/2023 where he agrees to register Deed of Sale in my favour within three months from the execution of said agreement. However, again they failed and/or neglected to adhere to their assurances.
- 4) That I visited their house at Darjeeling on 05/04/2023 to request them to execute Deed of Sale, but they are avoided to do so on various pretexts. In a very adamant and hostile manner the said persons hurled filthy abuses at me and even threatened to kill me.
- 5) That finding no other alternative I have a sent legal notice to said persons through my duly engaged lawyer on 11/04/2023 and requested them to execute register Deed of Sale within seven days from receive of the said notice. They received the said notice on 13/04/2023, but did not pay heed.

- 6) That I come to learn from local sources that said Sri Sanjay Kumar Gupta negotiating with prospective purchasers for sale the land and already entered into an Agreement for Sale with another prospective purchaser subsisting our Agreement for Sale.
- 7) That it is clear from their acts that they are no longer desire to sell the said land to me. Moreover, it is also evident that they have deceived me and fraudulently and dishonestly induced me to pay to them the sum of Rs. 15,00,000/- (Rupees fifteen lakh) only by R.T.G.S as an advance while agreeing to sell the below schedule land.

Under the above circumstances I requesting you to kindly take appropriate legal action against the above noted persons for deceive me and such illegal activity.

Schedule of the land

All that piece and parcel of land measuring 28 decimals comprised in L.R. Plot No. 882,883 appertaining to L.R. Khatian No. 1190, Mouza Palash, J.L.No. 43, P.S. Pradhan Nagar, Dist. Darjeeling.

Thanking you,

Yours faithfully,

Vishal Sharma
(Sri Vishal Sharma) 790848051