

FIRST INFORMATION REPORT
(Under Section 154 Cr. P.C.)



P.S. Pradhannagar Year 2023 FIR No. 540/23 Date 24/07/2023.
2. Section 186D Sections 406, 420, 465, 468, 471, 810, 80B IPC

iii) Act Sections iv) Others Acts & Sections

3. (a) Occurrence of offence : Day Date From Since long Date To Time Period Time From 2-11-07/2023 Time To

(b) Information received at P.S. Date 24/07/2023 Time 16:45 hrs

(c) General Diary Reference : Entry No (s) 1550 Time 16:45 hrs

4. Type of Information Written Written / Oral

5. Place of Occurrence : (a) Direction and Distance from P.S. North, 4 1/2 km Beal No. (b) Address land measurement 8.93 Acres, RR. No. 306, 307, 308, 309, 310, 311, 313, 373 R.S. Plot no - 305, 306, 305, 205, 206, 204, 307, attached to L.R. Khata no - 817, 818, 851, 207, 270, 271, 272, Mouza - Waj Singh, N.L. No. 51, (c) In case outside limit of this Police Station, then the Name of the P.S. District

6. Complainant / Informant : (a) Name Jitendra Soreen (b) Father's / Husband's Name Shyam Sundar Soreen (c) Date / Year of Birth (d) Nationality Indian (e) Passport No. Date of Issue : Place of Issue (f) Occupation Business (g) Address Vaishwan Apartment W/M-40, Seroka Road, PS Bhaktinagar, Dindupigari

7. Details of known / suspected / unknown accused with full particulars (Attach separate sheet, if necessary) : ① Sitaram Bhuttra ② Rajesh Bhuttra ③ Shital Bhuttra, ④ Arun Bhuttra, ⑤ Chandra Kant Moha, ⑥ Swendra Kumar Marda, ⑦ Debadrata Sarkar

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

9. Particulars of properties stolen / involved (Attach separate sheet, if necessary) : 47,50,000/-

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 treated as FIR is enclosed herein.

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 61 Satish Kuchal 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 15. Date & Time of despatch to the court : on 25/07/23

Inspector in Charge Pradhannagar Police Station Name Anurag Bhattacharya Rank : No. 1180 of Police

To,
THE INSPECTOR-IN-CHARGE,
Pradhan Nagar Police Station,
Pradhan Nagar, Siliguri,
Dist - Darjeeling.

Date: 24/07/2023
Received on 24/07/23 via PDM PS WDE
No. 1550 Dt. 24/07/23 at 16:45 hrs and
started P.D. PS Case No. - 540/23 dt. 24/07/23
U/s 10A, 120/165/168/171/170B CPC & Ordinance
- to SI Ensh Rictal for ins. muongalam.

Subject: Written Complaint

Dear Sir,

I, SRI JITENDRA SAREEN, S/o Shyam Sundar Sareen, residing at Apartment, Ward No. 40, Pranami School road Last, Sevoke Road, Dist.-Jalpaiguri, West Bengal, would like to bring to your notice the following facts:

1. That I am one of the partners of M/s. Parinika Real Estate, a Partnership Firm having its registered office at Shyam Kunj, Ward No. 40 of S.M.C., Sevoke Road, P.O.-Siliguri, P.S.-Siliguri, Dist.-Jalpaiguri. That I joined the partnership on 31.01.2019 and representing my above mentioned concern.
2. That my aforesaid company deals in real estate business in course of which in the year 2019 I was introduced with 1) SRI SITARAM BHUTRA, S/o Late Hiralal Bhutra, 2) RAJESH BHUTRA, S/o Sitaram Bhutra, 3) SMT. SHITAL BHUTRA, W/o Sri Rajesh Bhutra, 4) SRI ARUN BHUTRA, S/o Sri Sitaram Bhutra all are residents of Abhedanand Road, Ramkrishna Ashram, P.O. & P.S.-Pradhan Nagar, Dist.-Darjeeling and 5) SRI CHANDRA KANT MOHTA (brother in law of SITARAM BHUTRA), S/o Late Nand Kishore Mohta, r/o C-Block, 1st Floor, Shera Residency, Mukund Das Road, Milanpally, P.O.-Siliguri Bazar, P.S.-Siliguri, Dist.-Darjeeling, they told me that they are owners of a piece of land measuring 8.93 Acres in total comprised in R.S. Plot Nos. 305, 506, 505, 205, 206, 204, 507 corresponding to L.R. Plot No. 306, 307, 308, 309, 310, 311, 313, 393 appertaining to L.R. Khatian No. 817, 818, 831, 289, 290, 291, 292 of Mouza - Uday Singh, J.L. No. 51, P.S.-Matigara, Dist.-Darjeeling which they intended to sell to intended purchasers and offered me to purchase the same at a price of Rs.28,00,000/- (Rupees Twenty Eight Lacs) only per bigha which I find to be reasonable and accepted their offer. The said SITARAM BHUTRA and his son RAJESH BHUTRA also told my concern that they had already sold out 1.80 Acres of land to one Sri Surendra Kumar Marda and Sri Debabrata Sarkar out of which land measuring 1.45 Acres was sold by SRI SITARAM BHUTRA to said Sri Surendra Kumar Marda and Sri Debabrata Sarkar from L.R. Plot No. 309 corresponding to R.S. Plot No. 505/506 recorded in L.R. Khatian No. 289 and land measuring 0.45 Acre was sold from L.R. Plot No. 308 corresponding to R.S. Plot No. 305/506 recorded in L.R. Khatian No. 647,301,817 but they will make all possible arrangements for necessary documentation by way of Registered Deed of Sale in respect of the land which they sold out to said Surendra Kumar Marda and Debabrata Sarkar in favour of my concern. Said SITARAM BHUTRA and his two sons also told me that one SMT. SOBHA DEVI BYHUT, W/o Sri Ganesh Prasad Byhut, r/o Hill Cart Road, P.O. & P.S.-Siliguri, Dist.-Darjeeling is also recorded owner of 1.00 Acres of land along with his daughter in law SMT. SHEETAL BHUTRA comprised in R.S Plot No. 204/481 appertaining to Khatian No. 3 of Mouza-Uday Singh, J.L. No. 51, District-Darjeeling by virtue of joint purchase through Deed of Sale being document No. 3107 dated 10/06/1996 and they will make necessary arrangements also for proper documentation by way of Registered Deed of Sale in respect of the said land in favour of my concern which my concern agreed. Thereafter one Agreement of Sale was prepared containing the name of 1) SRI SITARAM BHUTRA, S/o Late Hiralal Bhutra, 2) RAJESH BHUTRA, S/o Sitaram Bhutra, 3) SMT. SHITAL BHUTRA, 4) SRI ARUN BHUTRA and 5) SRI CHANDRA KANT MOHTA, along with Sri Surendra Kumar Marda and Sri Debabrata Sarkar and one Smt. Sobha Devi Byhut but on the date of execution of the said Agreement for Sale i.e. on 04.02.2019 with M/s. Parinika Real Estate said Sri Surendra Kumar Marda and Sri Debabrata Sarkar and one Smt. Sobha Devi

Jitendra Sareen

24/07/23
Inspector-In-charge
Pradhannagar Police Station
Siliguri Office, West Bengal

Byhut remain absent though their name has been incorporated in the Agreement for Sale dated 04.02.2019 as Vendor No. 6,7 and 8 respectively. Said SITARAM BHUTRA told us that we have to enter into separate Sale Agreement with the said Sri Surendra Kumar Marda and Sri Debabrata Sarkar and one Smt. Sobha Devi Byhut and he will take the initiative to execute the same and relying on his assurance and promise my concern entered into an Agreement for Sale with 1) SRI SITARAM BHUTRA, S/o Late Hiralal Bhutra, 2) RAJESH BHUTRA, S/o Sitaram Bhutra, 3) SMT. SHITAL BHUTRA, 4) SRI ARUN BHUTRA and 5) SRI CHANDRA KANT MOHTA and on 07.02.2019 an amount of Rs.10,00,000/- (Rupees Ten Lacs) only through A/c payee cheque being no. 563251 drawn on bank of Baroda, Sevoke Road Branch, Siliguri was paid to SRI SITARAM BHUTRA and his 2(Two) sons, daughter in law and brother in law as earnest money.

3. That thereafter my aforesaid concern also entered into an Sale Agreement with said Sri Surendra Kumar Marda and Sri Debabrata Sarkar for purchasing 1.95 Acres of land which was sold by SRI SITARAM BHUTRA and his son namely SRI RAJESH BHUTRA and on 07.02.2019 Rs.20,00,000/- (Rupees Twenty Lacs) only was handed over to Sri Surendra Kumar Marda and Sri Debabrata Sarkar in respect of sale of 1.95 Acres of land vide cheque being no. 563253 dated 04-02-2019 and 563252 dated 04.02.2019 drawn on bank of Baroda, Sevoke Road Branch, Siliguri respectively for Rs.10,00,000/- (Rupees Ten Lacs) only each. Thereafter as per the advice and undertaking by said SRI SITARAM BHUTRA and his 2(Two) sons additional amount of Rs.7,50,000/- (Rupees Seven Lacs Fifty Thousand) only was paid by my concern to said Sri Surendra Kumar Marda through A/c payee cheques being no. 563277 and 563278 both dated 20.04.2019 drawn on bank of Baroda, Sevoke Road Branch, Siliguri for Rs.3,75,000/- (Rupees Three Lacs Seventy Five Thousand) only each and amount of Rs.7,50,000/- (Rupees Seven Lacs Fifty Thousand) only was also paid by my concern to said Sri Debabrata Sarkar through A/c payee cheques being no. 563281 dated 22.04.2019 for Rs.3,50,000/- (Rupees Three Lacs Fifty Thousand) only and cheque being no. 563283 dated 23.04.2019 for Rs.4,00,000/- (Rupees Four Lacs) only both drawn on bank of Baroda, Sevoke Road Branch, Siliguri and altogether an amount of Rs.35,00,000/- (Rupees Thirty Five Lacs) only was paid by my concern to said Surendra Kumar Marda and Debabrata Sarkar against the proposed purchase of 1.95 Acres of land which SRI SITARAM BHUTRA and his 2(Two) sons promised my concern to be given by way of execution of Registered Deed of Sale from said Sri Surendra Kumar Marda and Sri Debabrata Sarkar.
4. That thereafter a considerable period elapsed but neither the said 1) SRI SITARAM BHUTRA, S/o Late Hiralal Bhutra, 2) RAJESH BHUTRA, S/o Sitaram Bhutra, 3) SMT. SHITAL BHUTRA, 4) SRI ARUN BHUTRA and 5) SRI CHANDRA KANT MOHTA nor Sri Surendra Kumar Marda and Sri Debabrata Sarkar took initiative to transfer the quantum of land as promised by them in favour of my concern despite our constant request and approach and in January, 2020 the aforesaid persons told my concern that they wanted to sell 4.0081 Acres or 12 Bighas of land 2 Kathas 7 Chhataks and 38 Sq ft. out of 8.93 Acres which they agreed to sell to my concern to some third party on higher price which will be compensated/adjusted to my concern by the sale of the rest portion of land and consequently the aforesaid persons sold out 4.0081 Acres or 12 Bighas of land 2 Kathas 7 Chhataks and 38 Sq ft. out of 8.93 Acres to SRI SOURAV GANGULY, S/o Chandidas Ganguly, r/o 2/6 Biren Roy Road East, Purba Barisha, P.O. & P.S. -Behala, Dist-South 24 Pargana vide Deed of Sale No. I-42 for the year 2020 registered at the office of A.D.S.R., Siliguri-II at Bagdogra where my concern was a confirming party. thereafter during the outbreak of the COVID-19 pandemic situation the normal functioning was badly disrupted and my concern waited for the situation to be stabilized and after the situation became normal my concern approached 1) SRI SITARAM BHUTRA, S/o Late Hiralal

Jitendra Saneen

Bhutra, 2) RAJESH BHUTRA, S/o Sitaram Bhutra, 3) SMT. SHEETAL BHUTRA, 4) SRI ARUN BHUTRA and 5) SRI CHANDRA KANT MOHTA to get the remaining part of the measuring 4.9219 Acres land transferred in my concern's name to which they assured my concern very soon the land will be transferred in my concern's name however, SRI ARUN BHUTRA is in desperate need of money for purchasing a new flat in Mumbai so requested my said concern to pay a sum of Rs.2,50,000/- (Rupees Two Lacs Fifty Thousand) only as further earnest money and accordingly relying on them my said concern paid a sum of Rs.2,50,000/- (Rupees Two Lacs Fifty Thousand) only to said SRI ARUN BHUTRA through RTGS vide A/c payee cheque being no. 563300 dated 26.08.2021 drawn on bank of Baroda, Sevoke Road Branch, Siliguri. Thereafter time and again I requested them to execute proper Registered Deed of Sale against the proposed purchase and to take necessary steps to get the registration of land in my concern's name but every time they avoided to execute the same on several pretexts.

5. That however surprisingly it came to my knowledge that in month of February, 2012 the said SRI SITARAM BHUTRA along with his son RAJESH BHUTRA and SRI ARUN BHUTRA, his daughter-in-law SMT. SHEETAL BHUTRA, SRI CHANDRAKANT MOHTA and one SMT. SOBHA DEVI BYAHUT already entered into an Agreement to Sale with the said Sri Surendra Kumar Marda and Sri Debabrata Sarkar for sale of land measuring 9.10 Acres comprised in L.R. Plot Nos.306, 307, 308, 309, 310, 311, 313,393 recorded in L.R. Khatian No. 216, 217, 647, 289, 290, 291,292,288,346 including the portion of land which SRI SITARAM BHUTRA and his 2(Two) sons, daughter in law and brother in law agreed to sale to my aforesaid concern and against the proposed sale of which they already took earnest money of Rs.12,50,000/- (Rupees Twelve Lacs Fifty Thouasnd) only from my concern. It is worthy here to mention that at the time of entering into Agreement for Sale with my concern the aforesaid persons only told me that only 1.80 Acres of land was transferred in the name of Sri Surendra Kumar Marda and Sri Debabrata Sarkar whereas the fact remains that they already entered into an Agreement for Sale with respect to 9.10 Acres of land including the land measuring 8.93 Acres.
6. That I also further came to know that one civil suit being Title Suit No. 150 /2012 has been filed by the said Sri Surendra Kumar Marda and Sri Debabrata Sarkar against the said SRI SITARAM BHUTRA along with his son RAJESH BHUTRA and SRI ARUN BHUTRA, his daughter-in-law SMT. SITAL BHUTRA, SRI CHANDRAKANT MOHTA and one SMT. SOMA DEVI BYAHUT who were parties to the aforesaid Agreement for the year 2012 which is still pending before the court of Ld. Civil Judge(Senior Division) at Siliguri comprising of lands which SRI SITARAM BHUTRA and his 2(Two) sons, daughter in law and brother in law agreed to sale to my aforesaid concern and against the proposed sale of which they already took earnest money of Rs.12,50,000/- (Rupees Twelve Lacs Fifty Thousand) only from my concern.
7. That the said 1) SRI SITARAM BHUTRA, S/o Late Hiralal Bhutra, and his son namely SRI ARUN BHUTRA again entered into a Development Agreement dated 19/02/2021 with one Arun Dass and executed a Power of Attorney dated 19/02/2021 in favour of said Arun Dass comprising of lands which SRI SITARAM BHUTRA and his 2(Two) sons, daughter in law and brother in law agreed to sale to my aforesaid concern and against the proposed sale of which they already took earnest money of Rs.12,50,000/- (Rupees Twelve Lacs Fifty Thouasnd) only from my concern knowing fully and deceitfully that they along with RAJESH BHUTRA, S/o Sitaram Bhutra, SMT. SHITAL BHUTRA, SRI ARUN BHUTRA and SRI CHANDRA KANT MOHTA entered into Agreement for Sale with said Sri Surendra Kumar Marda and Sri Debabrata Sarkar as well as with my concern for sale of the same quantum of land against which civil litigation is pending.

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8. That it is pertinent to mention that since 2021 I am repeatedly requesting the said SRI SITARAM BHUTRA to return back my hard earned money of Rs. Rs.12,50,000/- (Rupees Twelve Lacs Fifty Thousnd) only which he had received for the proposed sale of the aforesaid land in respect of which Civil litigation is pending before the L.d. Court as I am not any more interested to purchase the same but 1) SRI SITARAM BHUTRA, S/o Late Hiralal Bhutra, 2) RAJESHI BHUTRA, S/o Sitaram Bhutra, 3) SMT. SHITAL BHUTRA, 4) SRI ARUN BHUTRA and 5) SRI CHANDRA KANT MOHTA told me that they have access to highest level of police administration having political connections and threatened me with dire consequences if I again ask for the said amount.
9. That from their acts and conducts it is now crystal clear to my concern that 1) SRI SITARAM BHUTRA, S/o Late Hiralal Bhutra, 2) RAJESHI BHUTRA, S/o Sitaram Bhutra, 3) SMT. SHITAL BHUTRA, W/o Sri Rajesh Bhutra, 4) SRI ARUN BHUTRA, S/o Sri Sitaram Bhutra all are residents of Abhedanand Road, Ramkrishna Ashram, P.O. & P.S.-Pradhan Nagar, Dist.-Darjeeling and 5) SRI CHANDRA KANT MOHTA, S/o Late Nand Kishore Mohta, r/o C-Block, 1st Floor, Shera Residency, Mukund Das Road, Milanpally, P.O.-Siliguri Bazar, P.S.-Siliguri, Dist.-Darjeeling have entered into a deep rooted criminal conspiracy and have executed the Agreement of Sale for the year 2019 and induced me to pay them a sum of Rs.12,50,000/- (Rupees Twelve Lacs Fifty Thousnd) only by gaining my trust by showing some forged, manufactured , fabricated documents with regard to the property as well as induced me to pay a sum of Rs.35,00,000/- (Rupees Thirty Five Lacs) only against the land which they promised to transfer in the name of my concern through said Sri Surendra Kumar Marda and Sri Debabrata Sarkar and subsequently refused to return the same amount on asking which amounts the act of cheating, forgery, fraud, criminal breach of trust etc.
10. That as I was collecting the necessary documents as enclosed herein below that is why there is little bit of delay in lodging this present complaint.
Therefore I will be highly obliged if you kindly look into the matter and do the needful and further take necessary action in this regard.
This is for your information and necessary action.

Copy forwarded to:

- The Commissioner of Police,
Siliguri, PIN-734010.

Documents Enclosed:

1. Photocopy of Partnership Agreement
2. Photocopy of Agreement for Sale dated 04.02.2019.
3. Photocopy of Sale Agreement dated 07.02.2019.
4. Photocopy of Agreement to Sale for the year 2012.
5. Photocopy of Certified Copy of documents in c/w Title Suit No. 150 of 2012.
6. Photocopy of Deed of Conveyance being no. I-42 for the year 2020.
7. Photocopy of Deed of Development Agreement dated 19.02.2021
8. Photocopy of Power of Attorney dated 19.02.2021.
9. Copy of Statement of Bank Accounts.

Thanking you.

Yours truly,

Jitendra Sareen

(JITENDRA SAREEN)

Phone No.-90020-03322