

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



1. Ranjeeling P.S. Siliguri Year 2023 FIR No. 703/23 Date 27.8.2023

2. Sections 406/420/465/468/ (i) Act. x (ii) Act. x (iii) Act. x (iv) Others Acts & Sections 171/506/120-B IPC

3. (a) Occurrence of Offence: Day - Date From last part of 2019 Date To 28.4.2021 Time Period - Time From - Time To not noted

(b) Information received at P.S. Date 27.8.2023 Time 20:25 pm

(c) General Diary Reference: Entry No(s) 1308 Time 20:25 pm

4. Type of Information: Written Written / Oral

5. Place of Occurrence: (a) Direction and Distance from P.S. 0.5 KM Beat No. - (b) Address: Khalpara, Siliguri, PS- Siliguri, Dist- Darjeeling

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

6. Complainant / Informant: (a) Name: Sri Pankaj Kumar Gupta @ Kanu

(b) Father's / Husband's Name: Late Radha Kishan Gupta

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

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

(f) Occupation: -

(g) Address: M.R. Road, Khalpara, Siliguri, Ward no. 8 of SMC, PS- Siliguri, Ranjeeling

7. Details of known / suspected / unknown accused with full particulars (Attach separate sheet, if necessary): 1. Sri Rajesh Kuman Agarwal (Advocate), 2. Smt. Bela Agarwal, w/o Sri Rajesh Kuman Agarwal (Advocate), 3. Smt. Nandita Kundu, 4. Saikat Kundu, 5. Sonota Kundu and others.

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, more than Rs. 68,17,000/-

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

12. FIR Contents (Attach separate sheets, if required): The original written complaint of the complainant which has been treated as FIR 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 took up the investigation / directed SI Ashim Kr. Das 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.

Signature / Thumb impression of the Complainant / Informant

Noted in original complaint.

Signature of the Officer-in-Charge, Police Station

Name: AMHATYA BHARGAVA BORTY

Rank: No. S.I. Siliguri Police Station

Date & Time of despatch to the court: On 28.8.2023 at 10:30 pm

Signature of the Officer-in-Charge, Police Station

Name: S.I. Siliguri Police Station

Rank: No. Siliguri Police Commissioner (B.P.)

To
The Officer-In-Charge;
Khalpara Town Out Post,
Under Siliguri Police Station,
Siliguri, Dist. Darjeeling.

Dated:-

Sub:- **F.I.R.** against **Sri Rajesh Kumar Agarwal, Smt. Bela Agarwal** and others for committing the offence of Criminal Breach of Trust, Cheating, Preparing Forged Documents and also for the offence of Criminal Conspiracy.

Respected Sir,

With due regards, I, **SRI PANKAJ KUMAR GUPTA @ KANU**, Son of Late Radha Kishan Gupta, Resident of M.R. Road, Khalpara, Siliguri, Ward No. 08 of S.M.C., Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Dist. Darjeeling, would like to lodge this written complaint to the effect that our father Radha Kishan Gupta, Son of Late Nathuni Ram Kanu, is/was the recorded owner of huge landed properties in Binnaguri Mouza and other Mouza and during his lifetime, he had executed a WILL on 23.12.2009 bequeathed all his movable and immovable properties to and in my favour as well as in favour of my other three brothers namely Dipak Kumar Kanu, Sandip Kumar Kanu and Navin Kumar Kanu and the said WILL was duly executed and registered at the Office of the A.D.S.R. - Siliguri, and recorded in Book No. III, being Document No. III - 00081 for the year of 2009 and in course of possessing his huge landed properties lying at Binnaguri Mouza and other Mouza, our father expired on 28.12.2010.

After demise of our beloved father namely Radha Kishan Kanu, the Executor of the said WILL, Sri Pankaj Kumar Kanu @ Pankaj Kumar Gupta applied before the Ld. Civil Judge, (Senior Division), District Delegate at Siliguri, Under Section - 276 of the Indian Succession Act, 1925 for Grant of Probate of the said last WILL of our father Radha Kishan Kanu and the same was recorded as Misc. Judicial (Probate) Case No. 9 of 2011 and after hearing, Ld. Court was pleased to grant the probate of the last WILL of Radha Kishan Kanu on 30.04.2013.

After granting Probate in respect to the last WILL of our deceased father, some discrepancies were arose for taking the possession of some portion of land out of the total land of our deceased father, for which, myself and my brothers have visited the Chamber of Advocate Sri Rajesh Kumar Agarwal at Khalpara, Siliguri in the year of 2013 and after thorough discussion, he asked us to handover all the original Title Deeds, Khatian, Khajna and other related papers stands in the name of our deceased father in his favour and at the time of discussion, said Rajesh Kumar Agarwal, Advocate, assured me and my brothers that he will take necessary legal steps for recovery of the said portion of land which was occupied by the miscreants knowingly well that they have no right, title and interest in and over the said land and believing his said version to be true, we have handed over all the original Title Deeds and other related documents and papers to said Rajesh Kumar Agarwal, Advocate, and still now, all those original documents are lying in custody of said Rajesh Kumar Agarwal. Thereafter, myself and my brothers have visited his chamber on several occasion and one Title Suit was filed with respect to the said disputed landed property and the said suit is still pending before the Court of Law.

During pendency of the said suit, said Mr. Rajesh Kumar Agarwal, Advocate, has told and assured us by saying that the present value of the total property lying at Binnaguri Mouza is more than a sum of Rs. 10 Crores and he further assured us to make a settlement with him that if he recover the said disputed portion of land, he will also negotiate with the intending purchaser/s for transfer the total land lying at Binnaguri Mouza and asked us to come to a settlement that if he negotiate with the intending purchaser/s for transfer the total land lying at Binnaguri Mouza for a consideration amount of Rs. 10 Crores, he will receive the 30% and the remaining 70% amount will be distributed amongst our four brothers and he will incur all the expenditures for recovery to till transfer of the total land in favour of the intending purchaser/s out of his own fund and he shall not put any claim towards the expenditures which will be incurred thereon and believing his said version to be true, we have agreed to settle the matter with the aforesaid terms and conditions and to that effect, he has prepared and produced some documents before us and also asked us to put our respective signatures on those documents and believing his said version to be true, we have put our respective signatures as per the direction of said Rajesh Kumar Agarwal without going through the contents of those documents and since in the year of 2013, as per his direction, we have visited in his chamber on numerous occasion and also put our respective signatures on the documents placed by him and every time, he assured and told us that the matter has already been resolved and he has already talked with the intending purchaser/s and also negotiated the sale consideration amount with the intending purchaser/s and also told us that he has negotiated with the intending purchaser/s to sold out the entire landed property lying at Binnaguri Mouza for a consideration amount of more than a sum of Rs. 10 Crores and we will receive the same as earliest.

In the mean time, since in the last part of 2019 to 2020, we have received a sum of Rs. 35,50,000/- only from Sri Rajesh Kumar Agarwal, Advocate through Bank Transfer and the amount has been transferred in our account from the Bank Account of Jhilmil Vanijya Pvt. Ltd., wherein, the wife of Mr. Rajesh Kumar Agarwal namely Smt. Bela Agarwal is one of the Director and at the time of transferring the said amount in our favour, said Rajesh Kumar Agarwal told us that he has negotiated a certain portion of land out of the total land with the intending purchaser/s and the said amount are the advance amount for transferring a portion of the landed property and immediately after transferring the said amount to us, said Rajesh Kumar Agarwal has again produced certain documents and papers and asked us to put our respective signatures on the same and as per his kind direction, we again put our respective signatures without going through the contents of those documents and papers.

On 28th April, 2021, said Rajesh Kumar Agarwal, Advocate and his wife Smt. Bela Agarwal, asked and requested us to remain present in the Office of the A.D.S.R. at Bhaktinagar, for execution of Sale Deeds with respect to a portion of land in favour of the intending purchaser/s but he never disclosed on what amount he has agreed and negotiated with the intending purchaser/s and as per his direction, again we appeared in the Office of the A.D.S.R. - Bhaktinagar, and put our respective signatures as per his direction and before execution of the said Sale Deeds, he has paid and transferred a sum of Rs. 46,33,000/- only to us by way of Cheques issued by Smt. Parvati Devi Agarwal, Pawan Kumar Rathi and Shankar

Agarwal i.e. the purchasers of the said Deed and altogether, we have received total sum of Rs. 81,83,000/- only and later, we came to learn that said Rajesh Kumar Agarwal has negotiated to transfer the said land to and in favour of Smt. Parvati Devi Agarwal and others after receiving more than a sum of Rs. 1,50,00,000/- only but he has given only a sum of Rs. 81,83,000/- only and as some doubts has been created upon his behaviour as well as the behaviour of his wife Smt. Bela Agarwal, we have started to enquiry from our own source and we have obtained the Certified Copy of the said Sale Deeds and after going through the contents of the Deeds, we came to learn that we have made as a Confirming Party in the said Deeds and we have relinquished our right, title and interest with respect to the landed property measuring about 03 Bighas and after receiving the said information, when we asked them as to why, they have made us as a confirming party in those deeds, he did not give any specific reply though, it is very much within his knowledge that our deceased father was the owner of the said land and after his demise, we became the joint owners of the said land by virtue of probate of WILL. Thereafter, again he placed certain Deeds and asked us to put our respective signatures on those Deeds and also asked us to remain present in the registry office for execution of those Deeds and when we refused to put our respective signatures on those Deeds as per their direction, he along with his wife became furious and started to threaten us with dire consequences and also threatened us that if we failed to execute those Deeds as per their direction, they will not hesitate to implicate us in a false criminal case and put us behind the Iron Bar for a considerable period considering his profession as an Advocate and nobody will do anything against them and at that time, they have presented some documents that we have entered into an Agreement for Sale to Jhilmil Vanijya Pvt. Ltd., wherein, he along with his wife are the Directors but in real fact, we never entered into any agreement for sale with them at any point of time and taking advantage of our layman, they have prepared some forged documents and without giving any opportunity to read over those documents, they have taken our respective signatures in preplanned manner in order to misappropriate our entire property illegally and from their acts and activities, it is crystal clear that they have already prepared some forged documents with respect to our aforesaid valuable properties and converted the same in to a valuable security knowingly well that we have not executed any agreement for sale with them at any point of time and they are using the same as genuine one knowingly well that the same are forged and in the aforesaid crime, Smt. Nandita Kundu, Saikat Kundu, Sougato Kundu and others, have also played active role in connivance with said Rajesh Kumar Agarwal and Smt. Bela Agarwal, with an intention to deceive and cheated us.

Received on 27⁸/₂₃
 at 20:25 Pms,
 vide Siliguri P.S.
 CDE No. 1308 date
 27.8.23 and
 started Siliguri
 P.S. case no.
 703/23, date -
 27-8-2023, u/s
 406/420/465/468/
 471/506/120-B IPC
 S.I. Ashim Kr. Das
 has been endorsed
 for investigation

[Handwritten Signature]

27.08.23

Inspector-in-Charge
 Siliguri Police Station
 Siliguri Police Commissionerate

I, therefore, request you to kindly investigate into the matter and please take appropriate legal actions against the aforesaid persons after treating my present complaint as an F.I.R. as per the provision of law and oblige thereby.

Thanking you

Yours Faithfully

[Handwritten Signature]

(SRI PANKAJ KUMAR GUPTA @ KANU)
 Mobile No. 98320-68695.

Received on 27.08.23 at 20.25hr.
 vide Khalpara T.O.P. D. END-629
 dt-27-08-23 and forwarded to P.S.
 SLG P.S. to start a specific case
 under proper sec. of law.

[Handwritten Signature]
 27.8.23
 Officer-in-Charge
 Khalpara T.O.P.
 P.S. Siliguri
 Siliguri Metropolitan Police