

640

1. Dist. SPC P.S. Pradhan Nagar Year 2023 FIR No. 669/23 Date 01/09/23

2. i) Act XLV of 1860 Sections 406, 420, 465, 468, 130B ii) Act SPC Sections

iii) Act Sections iv) Others Acts & Sections

3. (a) Occurrence of offence : Day Date From In the month of June, 2023 Date To

Time Period Time From Time To

(b) Information received at P.S. Date on 01/09/23 Time 20.15 hrs

(c) General Diary Reference : Entry No (s) 55 Time 20.15 hrs

4. Type of Information Written Written / Oral

5. Place of Occurrence : (a) Direction and Distance from P.S. West, 1.5 km Beat No.

(b) Address Singalila park, Block - Camellia, Flat No- E2, 2nd floor,

Daejapuri, near Durgah Humdani motors, P.S. Pradhan Nagar, Dist. Darjeeling

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

Name of the P.S. District

6. Complainant / Informant :

(a) Name Arvind Gupta

(b) Father's / Husband's Name Lt. Surendra prasad Gupta

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

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

(f) Occupation

(g) Address Singalila park, Block - Camellia, Flat No. E2, 2nd Floor,

7. Details of known / suspected / unknown accused with full particulars Daejapuri, near Durgah Humdani motors, P.S. Pradhan Nagar, Dist. Darjeeling

(Attach separate sheet, if necessary) :

i) Mr. Subal Ghosh, Sales manager of Reliance Nippon Life Insurance Co. Ltd (Baidyagra Branch), ii) Mr. Tapas Shil, (Branch Manager), Reliance Nippon Life Insurance Co. Ltd. (Baidyagra Branch)

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

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

Amount Rs. 2,20,215/-

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 of the complainant which is 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 Satish Ruchal to take up investigation / refused investigation / transferred to RS. of point of jurisdiction. FIR read over to the Complaint / 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 complaint.

15. Date & Time of despatch to the court : on 02/09/23.

Inspector-In-Charge
Pradhan Nagar Police Station
Signature of the Officer-in-Charge, Police Station
Name Anisam Bhattacharjee
Rank : No. Insp. of police.

Date – 31/08/2023 at Siliguri.

To,
The Inspector – in- Charge,
Pradhan Nagar Police Station,
Siliguri Metropolitan Police,
Siliguri, District – Darjeeling.

Received on 01/09/23 at 20.15 hrs vide. PDN P.S. GDE
NO. 55 and registered PDN P.S. case NO. 669/23
Dt. 01/09/23 U/S 406, 420, 465, 462, 120B IPC and
is endorsed to SI Satish Ruchal for its investigation.

Subject – F.I.R.

01/09/23
Inspector-In-Charge
Pradhan Nagar Police Station
Police Commissionerate

I, Arvind Gupta, son of Late.Surendra Prasad Gupta, residing at Singalila Park, Block – Camellia, Flat No. E2, 2nd Floor, Dagapur, Near – Durga Hundai Motor, Siliguri - 734003, District - Darjeeling, in the state of West Bengal, do hereby beg to inform you as follows:-

1) That my son and myself was holding 04 (four) traditional policies of RELIANCE NIPPON LIFE INSURANCE CO LTD. and the particulars of the said polices are as follows:-

- i. Traditional policy bearing policy No. 51854391 standing in the name of Arvind Gupta.
- ii. Traditional policy bearing policy No. 53689687 standing in the name of Arvind Gupta & Sons. (H.U.F).
- iii. Traditional policy bearing policy No. 52783624 standing in the name of Abhigyan Gupta.
- iv. Traditional policy bearing policy No. 535844492 standing in the name of Abhigyan Gupta.

2) (a) That the said Traditional policy bearing policy No. 51854391 of RELIANCE NIPPON LIFE INSURANCE CO LTD. standing in the name of Arvind Gupta was of 20 (twenty) years plan, for which the holder of the policy had to pay premium/instalment for 10 (ten) years @ of Rs. 50,000/- (Rupees. Fifty thousand) only + applicable G.S.T. annually; this plan commenced from the year 2014 and the maturity of same was in the year 2034; that the holder of the policy paid the premium/instalment till 2019 (i.e. for six years) and after 2019 the said holder of the policy failed to pay further premium/instalment.

b) That the said Traditional policy bearing policy No. 53689687 of RELIANCE NIPPON LIFE INSURANCE CO LTD. standing in the name of Arvind Gupta & Sons. (H.U.F) was of 12 (twelve) years plan, for which the holder of the policy had to pay premium/installment for 10 (ten) years @ of Rs. 51,125/- (Rupees. Fifty thousand) only + applicable G.S.T. annually; this plan commenced from the year 2020 and the maturity of same was in the year 2032; that the holder of the policy paid the premium/instalment till 2021 (i.e. for two years) and after 2021 the said holder of the policy failed to pay further premium/instalment as such the said policy was is paid-up stage as per I.R.D.A. guidelines.

c) That the said Traditional policy bearing policy No. 52783624 of RELIANCE NIPPON LIFE INSURANCE CO LTD. standing in the name of Abhigyan Gupta was of 15 (fifteen) years plan, for which the holder of the policy had to pay premium/instalment for 15 (fifteen) years @ of Rs. 40,000/- (Rupees. Forty thousand) only + applicable G.S.T. annually; this plan commenced from the year 2016 and the maturity of same was in the year 2031; that the holder of the policy paid the premium/instalment till 2019 (i.e. for four years) and after 2019 the said holder of the policy failed to pay further premium/instalment.

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d) That the said Traditional policy bearing policy No. 535844492 of RELIANCE NIPPON LIFE INSURANCE CO LTD. standing in the name of Abhigyan Gupta was of 10 (ten) years plan, for which the holder of the policy had to pay premium/installment for 5 (five) years @ of Rs. 50,000/- (Rupees. Fifty thousand) only + applicable G.S.T. annually; this plan commenced from the year 2019 and the maturity of same was in the year 2029; that the holder of the policy paid the premium/instalment till 2020 (i.e. for two years) and after 2020 the said holder of the policy failed to pay further premium/instalment as such the said policy was is paid-up stage as per I.R.D.A. guidelines.

3) That in the first week April 2023 I had received a phone call from one Mr.Subal Ghosh who introduced himself as Sales Manager of Reliance Nippon Life Insurance Co Ltd. (Bagdogra Branch) and requested me to allow him to meet us so that he can provide us the best advice and service in connection with the aforesaid policies which is standing in the name of my son and myself.

4) That on last week April 2023 I had again received a phone call from the said Mr.Subal Ghosh stating that he wanted to meet me in connection with the said policies. That relying upon his representation I asked him to meet me on 06th day of May 2023 at my aforesaid residential address situated at Singalila Park, Block – Camellia, Flat No. E2, 2nd Floor, Dagapur, Near – Durga Hundai Motor, Siliguri - 734003, District - Darjeeling, in the state of West Bengal.

That 06th day of May 2023 at evening the said Mr.Subal Ghosh (Employee/Identity Code. 70636523) together with one Mr.Tapas Shil (Employee/Identity Code. 70625293) came to my aforesaid residential address; Mr.Tapas Shil introduced himself as Branch Manager of Reliance Nippon Life Insurance Co Ltd. (Bagdogra Branch).

5) That the above named persons asked me to show them the hard copy of the said existing Reliance Nippon Life Insurance Co Ltd. polices which is standing in my name and in the name of my son and relying upon their representation I acted upon and showed the aforesaid original polices and after perusing the same they further told me that the said maturity terms of existing said polices is too long and they will help us to shorten maturity limit of the said existing polices so that the principal amount together with the interest therein could be withdrawn at the earliest as because we are not paying the instalments/premium for the same; and by doing so all the penalty/ interest /fines accrued from the said polices shall also be waived off.

6) That their advice was so luring that I instantly believed and accepted their representation but I further instructed them that we shall not enrol or buy any new polices nor will surrender the said existing polices, to which they replied that the said existing polices standing in the name of my son and myself shall not be surrendered but only the they will help us to shorten maturity time limit of the said polices so that the polices may get matured earlier and the principal amount together with the interest therein could be withdrawn at the earliest by us and they further asked me to handover the all the said four polices to them by getting it signed by my son namely Mr.Abhigyan Gupta and myself in our respective polices and also took the signature of my wife namely Smt. Nilam Gupta on the said polices as because she was the nominee in all the existing polices held by us. They also requested us to sign and put our signatures on different forms and papers to which we signed on good faith.

7) They after few days I was surprised to know that my ICICI Account Bank Number bearing No. 192901001249 was credited with Rs. 94,443/- (Rupees. Ninety four thousand four hundred fourty three) only on 16th day of May 2023 and my son's ICICI Account Number bearing No.



036401004737 was credited with Rs. 42, 488/- (Rupees. Forty two thousand four hundred eighty eight) only on 22nd day of May 2023.

8) That I enquired with Mr.Subal Ghosh and Mr.Tapas Shil about the aforesaid amount which was credited into our bank account to which they replied that the Reliance Nippon Life Insurance Co Ltd. has credited the bonus which was generated from the said policies.

That again on 9th day of June 2023 I called both the said person to my aforesaid residential address to enquire about the said credited amount into our bank account and also about the status of the existing policies held by us to which they replied that a cheque of Rs. 52,250/- needs to be issued for the payment of premium/instalment from my bank account for the purpose of enforcing Mr.AbhigyanGupta's said policy No. 535844492 as the same was lying idle in paid-up stage and relying upon their representation I issued one new HDFC bank cheque bearing No.000068 dated 19/05/2023 amounting to Rs. 52,500/- (Rupees. Fifty two thousand five hundred) only; But later on I came to know that they did not acted upon as they had said but instead of enforcing Mr.Abhigyans Gupta's said policy No. 535844492 they unauthorisedly and fraudulently issued new traditional policy of Reliance Nippon Life Insurance Co Ltd. being No. 54290541 standing in the name of son Mr.Abhigyans Gupta for their wrongful gain thereby cheating us as such there is serious breach of trust.

9) That later on in the month of June 2023 I came to know that the said Mr.Subal Ghosh and Mr.Tapas Shil had cheated us and took our signature on the purpose of surrendering our said existing policies being (1). Traditional policy bearing policy No. 51854391 of RELIANCE NIPPON LIFE INSURANCE CO LTD. standing in the name of Arvind Gupta and (2). Traditional policy bearing policy No. 52783624 of RELIANCE NIPPON LIFE INSURANCE CO LTD. standing in the name of Abhigyan Gupta for their unlawful gain by suppressing all the material facts as such we suffered wrongful loss by getting / receiving only 50% of the total paid-up installment/ premium amount though we instructed them not to surrender all the existing policies held by us.

10) That in the mean time the above named person's namely Mr.Subal Ghosh and Mr.Tapas Shil had also fraudulently used one non-personalised HDFC bank cheque (account holder name not known to us) bearing instrument No. 000001 of Account No. 50100253395773 dated 23/05/2023 amounting to Rs. 2,20,215/- by drawing/putting false and fake signature of my son Abhigyan Gupta in order to enforce the said Traditional policy bearing policy No. 53689687 of Reliance Nippon Life Insurance Co Ltd. standing in the name of Arvind Gupta & Sons. and Traditional policy bearing policy No. 535844492 of Reliance Nippon Life Insurance Co Ltd. standing in the name of Abhigyan Gupta which was lying in paid-up stage. Be it noted that the said cheque was neither issued by Mr.Abhigyan Gupta nor Mr.Abhigyan Gupta maintains any bank account at HDFC Bank.

Mr.Subal Ghosh and Mr.Tapas Shil for their wrongful gain had committed the said illegalities in order to enforce the said policy No. 53689687 and policy No. 535844492, and when the said policy was enforced they issued two new traditional policies of Reliance Nippon Life Insurance Co Ltd. bearing policy No. 54287762 standing in the name of Abhigyan Gupta and another new traditional policies of Reliance Nippon Life Insurance Co Ltd. bearing policy No. 54285780 standing in the name of the proposer namely Arvind Gupta (and Nilam Gupta being the life assured); but the said policy bearing policy No. 54285780 could not be made effective as because an existing policy No. 53689687 of RELIANCE NIPPON LIFE INSURANCE CO LTD. standing in the name of Arvind Gupta & Sons was lying idle in paid-up stage.



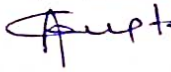
It is also pertinent to mention that the said non-personalised HDFC bank cheque (account holder name not known to us) bearing instrument No. 000001 of Account No. 50100253395773 dated 23/05/2023 amounting to Rs. 2,20,215/- was also dishonoured by the concerned bank.

11) That presently they had already fraudulently issued/generated total three new traditional policies of Reliance Nippon Life Insurance Co Ltd. by cheating, defrauding us whose particulars are as follows:-

- I. Policy No – 54285780 issued in the Arvind Gupta.
- II. Policy No – 54287762 issued in the Abhigyan Gupta.
- III. Policy No – 54290541 issued in the Abhigyan Gupta.

Under the above stated facts and circumstances there is very much clear that the above named person's namely Mr.Subal Ghosh and Mr.Tapas Shil together with Reliance Nippon Life Insurance Co Ltd. have caused wrongful losses to us by cheating and defrauding us for their wrongful gain as such there is serious breach of trust from their ends; as such you are hereby requested to enquire into the matter and to take necessary actions as per the provisions of law against the said person's so that the said wrongdoers are compelled to make good all the losses sustained by us.

Thanking you,
Your sincerely,

 21/8/23

Arvind Gupta.
Ph No. 9434039836.
1 to 4 pages