

FIRST INFORMATION REPORT

(Under Section 154 Cr. P.C.)



2530

1. Dist. Siliguri P.S. Pradhan Nagar Year 2023 FIR No. 709/23 Date 10/09/23
ii) Act. 406, 420, 120B Act. rpe. Sections
iii) Act. Sections iv) Others Acts & Sections

3. (a) Occurrence of offence : Day Date From 09 September, 2009 Date To
Time Period Time From Time To

(b) Information received at P.S. Date on 10/09/23 Time 18.45 hrs
(c) General Diary Reference : Entry No (s) 636 Time 18.45 hrs

4. Type of Information Written Written / Oral

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

(b) Address MAURA siliguri, J.L. NO. 110(82), pargana Baikunthapur, plot No. 72, 74, 75, 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 Hemendra kumar Das.

(b) Father's / Husband's Name Lt. Jagabandhu Das.

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

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

(f) Occupation

(g) Address 45/8, Baghijatin colony, post pradhan Nagar, Dist. Darjeeling

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

(Attach separate sheet, if necessary): i) Jhumarmal kejrival, ii) Bimla devi kejrival, iii) Ashish kejrival of Green view Apartments Bhanu Nagar, p.o. seroke Road, Dist. Jalpaiguri.

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
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 P.S. Bijay Sarkar. to take up investigation / refused investigation / transferred to P.S. on 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 11/09/23
Signature of the Officer-in-Charge, Police Station Name Anirban Chatterjee Rank : No. Inspector in Charge Pradhan Nagar Police Station Siliguri Police Commissionerate

To:
The Officer – in - Charge,
Pradhan Police Station,
District Darjeeling.

Dated:

Received on 10/09/23 at 18:45 hrs vide PDN P.S. GDE
NO. 636 and registered PDN P.S. case NO. 709/23
Dt. 10/09/23 U/s 406, 420, 120B IPC and is endorsed
to Pst Bijoy Sarkar for its investigation.

Sub: Complaint

Sir,

With due respect I, **SRI HIRENDRA KUMAR DAS**, Son of Late Jagabandhu
Das, Resident of 45/8, Baghajatin Colony, Post Office & Police Station Pradhan
Nagar, District Darjeeling, Pin – 734003, the undersigned would like to bring to
your kind notice and state as follows :-

10/9/23
Inspector-In-Charge
Pradhan Nagar Police Station
District Darjeeling

1. That in or about the month of September, 2009 few persons namely
(1) **SRI JHUMARMAL KEJRIWAL**, Son of Late Sohanlal Kejriwal,
(2) **SMT. BIMLA DEVI KEJRIWAL**, Wife of Sri Jhumarmal Kejriwal and
(3) **SRI ASHISH KEJRIWAL**, Son of Sri Jhumarmal Kejriwal, residents
of Green View Apartment, Bhanu Nagar, Sevoke Road, Post Office
Sevoke Road, Post Office Bhaktinagar, District Jalpaiguri approached me
claiming to be the owner of land measuring about 50 (Fifty) Kathas in
total, more fully and particularly described in the Schedule 'A', 'B' & 'C'
below and expressed their intention to sell the said land.
2. That I was also in search of a piece of land in the locality for
developmental purpose and I agreed to the proposal of the aforesaid
persons to purchase the said landed properties described in the
Schedule below for a price of Rs. 83,00,000/- (Rupees Eighty-Three
Lacs) only on certain terms and conditions as agreed upon between us
and the aforesaid persons.
3. That a document (Agreement for Sale) to that effect was also prepared
incorporating the terms and conditions as agreed upon, and was duly
executed by me and the said persons. I also paid a sum of
Rs. 15,00,000/- (Rupees Fifteen Lacs) only to the said persons at the
time of execution of the said Agreement for Sale. The said persons also
delivered me with the photocopy of the documents of title with respect to
the below Schedule land.

Contd.....P/2.

4. That believing on the statements of the aforesaid persons and also on good faith I have paid a further sum of Rs. 52,50,000/- (Rupees Fifty-Two Lacs and Fifty Thousand) only as advance/Baina for purchase of the below Schedule land to the aforesaid persons on various dates, aggregating an amount of Rs. 67,50,000/- (Rupees Sixty-Seven Lacs and Fifty Thousand) only being paid by me to the said persons.
5. That thereafter the said persons also gave registry of land measuring 18 Kathas to and in favour persons nominated by me and subsequently some disputes and litigations cropped up with respect to the title and possession of the said land and there were also litigations before the court of law and it was agreed that the execution and registration of the sale deed for the balance land shall be completed after the disposal of the pending litigations (cases) and also after settlement of all disputes with third party/s.
6. That on scrutiny and necessary searching with respect to the title of the below Schedule property, I could ascertain that that was some dispute with respect to the title and possession of the same. However, I was all along ready and willing to purchase the said landed property on payment of balance consideration.
7. That thereafter I on number of occasions approached the said persons to enquire about the status of the pending cases/litigations and also regarding the probable time when they execute and register necessary sale deed to and in my favour and on all such occasions the said persons stated that the matter shall be resolved very soon.
8. That on 10.08.2023, while I had been to the said land as described in the Schedule below, I could notice that few persons were digging drain and some building materials, namely sand and stone chips were accumulated near the said land. On enquiry the said persons stated that they had entered into some agreement with the said Jumarmal Kejriwal and they shall purchase part of the said land as described in the Schedule below. However they did not mention any specific demarcation regarding the same.

9. That being suspicious I immediately caused necessary searching with the Ld. Court regarding the pending cases with regard to the said landed properties as described in the Schedule below and could learn that the those cases were disposed off and at present there is no bar or restriction in execution and registration with regard to the said landed property as described in the Schedule 'A', 'B' & 'C' below in any manner whatsoever.
10. That I thereafter immediately contacted the said Jhumarmal Kejriwal and requested him to execute and register necessary sale deed with respect to the below Schedule land on receipt of balance consideration money. The said Jhumarmal Kejriwal also agreed to my request and assured me that necessary Sale Deed shall be executed and registered very soon.
11. That thereafter on 14.08.2023 the said Ashish Kejriwal came to my house and stated that the original agreement for sale was required for the time being to be shown to some person/relatives who are pressurizing them to transfer some portion of the said land to them. He also assured that he shall cause the execution and registration of the sale deed/s with respect to the landed property as described in Schedule 'A', 'B' & 'C' below with the next week and asked me to prepare necessary sale deed and also arrange the balance consideration money. I also on good faith and considering the assurances of the said Jhumarmal Kejriwal and his son Ashish Kejriwal handed over the original Agreement for sale to the said Ashish Kejriwal and I also instructed my lawyer to prepare the necessary sale Deed as mentioned above.
12. That thereafter I have contacted with the said persons on number of occasions and asked them to provide me with the photocopy of their respective documents of identification, namely AADHAR CARD, VOTER'S CARD and PAN CARD, but the said persons started avoiding me on various pretexts.

13. That lastly on 20.08.2023, when I contacted the said persons and asked them to provide me with the necessary documents and also fix a date for execution and registration of the necessary sale deed with respect to the land as mentioned in Schedule 'A', 'B' & 'C' below and also to receive the balance consideration money, the said Jhumarmal Kejriwal intimated me that they have already sold and transferred part of the said land to and in favour of some intending purchaser and they shall also transfer the balance quantum of land to some intending purchaser very soon and after sale of the said land they shall refund the amount received by them as advance/baina as mentioned above.
14. That the said Jhumarmal Kejriwal that they shall refund the said amount as their own sweet will and further stated that if we demand any amount from them or create any disturbance to them, then they shall lodge false complaints against me and get me arrested in false cases. They further stated that they have political connections and threatened me with dire consequences.
15. That it transpires from the act and activities of the aforesaid persons that they in collusion with each other have conspired to cheat me for their illegal gain and they have induced me to pay the advance money for illegal and unlawful gain and they have in collusion with each other misappropriated the money paid as advance.

I, therefore, request you to take immediate action against the said SRI JHUMARMAL KEJRIWAL, SMT. BIMLA DEVI KEJRIWAL, and SRI ASHISH KEJRIWAL, and their associates and book them for the offences committed by them and do the needful in this regard.

Contd.....P/5.

SCHEDULE A

All that piece or parcel of land measuring 0.33 Acres or 20 Kathas, forming part of R.S. Plot No. 72, recorded in Khatian No. 156, situated within Mouza Siliguri, J.L. No. 110 (88), Pargana Baikunthapur, Police Station Pradhan Nagar, District Darjeeling (W.B.).

The said land is butted and bounded as follows:

North : Land of Bimala Devi Kejriwal;
South : 12' feet wide pucca Road;
East : 25' feet wide pucca Road;
West : 25' feet wide pucca Road;.

SCHEDULE A

All that piece or parcel of land measuring 0.33 Acres or 20 Kathas, forming part of R.S. Plot No. 72, 74 & 75, recorded in Khatian No. 155 & 156, situated within Mouza Siliguri, J.L. No. 110 (88), Pargana Baikunthapur, Police Station Pradhan Nagar, District Darjeeling (W.B.).

The said land is butted and bounded as follows:

North : 12' feet wide pucca Road;
South : Land of Jhumarmal Kejriwal;
East : 25' feet wide pucca Road;
West : 25' feet wide pucca Road;.

SCHEDULE A

All that piece or parcel of land measuring 10 Kathas, forming part of R.S. Plot No. 77, recorded in Khatian No. 155, situated within Mouza Siliguri, J.L. No. 110 (88), Pargana Baikunthapur, Police Station Pradhan Nagar, District Darjeeling (W.B.).

:: 6 ::

The said land is butted and bounded as follows:

North : Land of Sri Ramgopal;
South : Presently river;
East : 25' feet wide pucca Road;
West : 12' feet wide pucca Road;.

Thanking you.

Yours faithfully,

Hirendra Kumar Das

(SRI HIRENDRA KUMAR DAS),
Son of Late Jagabandhu Das,
Resident of 45/8, Baghajatin Colony,
P. O. & P. S. Pradhan Nagar,
District Darjeeling, Pin - 734003

Enclosures:

1. Photocopy of Agreement for Sale.