



1. Dist. SPC P.S. Matigara Year 2023 FIR No. 847/23 Date 17/10/23
2. i) Act. IPC Sections 406/420 ii) Act. _____ Sections _____
iii) Act. _____ Sections _____ iv) Others Acts & Sections _____

3. (a) Occurrence of offence : Day _____ Date From 2019 Date To Till date
Time Period _____ Time From _____ Time To _____
(b) Information received at P.S. Date 17/10/23 Time 09:05 hr.
(c) General Diary Reference : Entry No (s) 908 Time 09:05 hr.

4. Type of Information written Written / Oral

5. Place of Occurrence : (a) Direction and Distance from P.S. _____ Beat No. _____

(b) Address Mouza Baroghoria Ps. Matigara Dist. Dajepur

(c) In case outside limit of this Police Station, then the N/A
Name of the P.S. _____ District _____

6. Complainant / Informant :

(a) Name Sanjib Prasad

(b) Father's / Husband's Name Haribans Prasad

(c) Date / Year of Birth _____ (d) Nationality indian

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

(f) Occupation _____

(g) Address Jadukam building 2 R.N. Sinha road Ps+Dist. Dajepur

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

(Attach separate sheet, if necessary) : Kaushik Mondal go unknown

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 Rs. 45000/-

11. Inquest Report / U.D. Case No. If any _____

12. FIR Contents (Attach separate sheets, if required) : The Original written Complaint which is treated as FIR is enclosed/reproduced over leaf.

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 PSI Arindam Saha _____ to take up investigation / refused investigation / transferred to P.S. _____ Matigara Police Station 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 Original Complaint Signature of the Officer-in-Charge, Police Station INSPECTOR OF POLICE

15. Date & Time of despatch to the court : on 18/10/23 at 11:00 hr Rank : No. _____

Received on 17-10-22 at 09:05 AM
vide Matigara PS 906 No-708 and
Matigara PS Case No-89310
Dtd. 17-10-22 Cr. 406M20 IPC and
endorsed to PSI Anandam Baha
for its Amalgamation

To,
The Inspector-in-Charge,
Matigara P.S.,
Dist. Darjeeling.

Officer-in-Charge
Matigara Police Station
Siliguri Police Commissionerate

Sub – Written complaint

Sir,

With due respect I the undersigned here by inform you that –

1. I am one of the partner of a partnership firm having its principal office Judge Bazar, Darjeeling and I representing the firm by the stranger of a special power of attorney etc. That the Petitioner also lodge a complaint to the Matigara Police Station on 13-09-2022 vide GDE No. 743 dated 13/09/22 but they advised the petitioner to take action through this forum.
2. That we have constructed a multistoried building situated within Mouza BARAGHARIA, J.L. No.082, within the limit of pargana and gram panchayat Patharghata, Police Station Matigara, A.D.S.R. Siliguri-II, at Bagdogra, Sub. Division Siliguri, Dist. Darjeeling, in the state of West Bengal and for better enjoyment of the several unit of the said building we decided to erect, installation of a standard traction/manual lift in the building.
3. That one SRI Koushik MANDAL, having his head office at 28/7 DHAKURIA STATION ROAD, KOLKATA 700031, resident of G99F + G7R, BAIGANJ, B.B. CHATTERJEE ROAD, DHAKURIA, KOLKATA-700042, ph. No. 9073678901, 9831531718 disclosed himself as authorized signatory of CHIRAG GROUP OF COMPANY, a company of covenanted to supply, installation and commissioning of a MANUAL COLLAPSIBLE LIFT along with materials and under head "Technical Specification for lift" & "Technical Features (including safeties)" and he also promised to free services/guarantee for the period of 12 months from the date of handing over the same along with erection & commissioning charges. And said Koushik Mandal also assured by saying that his company's grand ambassadors are Sourav Ganguly and CM. Mamata Banerjee.
4. That I relying/believing upon the proposal promises and guarantees of said Koushik Mandal enter into an agreement letter dated 20-09-2019 for installation of the said lift for the sum of Rs.4,50,000/(Rupees four lacks fifty thousand) only.
5. That I have paid Rs.4,24,800/(Rupees four lacks twenty-four thousand eight hundred) only [Rs.3,60,000 + Rs.32,400+Rs.32,400 as CGST & SGST] to said Koushik Mandal and he issued invoice vide No. CCC/P/006/20-21 Dated 12-Oct.-2020. And I also agreed to pay the rest amount after installation and handing over the completion of the total work as per the terms and conditions of the said agreement.

Cont.....P/2.

6. That after payment of the said money whenever said Koushik Mandal did not supplied any materials for the said lift to the spot then I sent a Notice through my engaged lawyer Sri Jitendra Kr. Poddar, Advocate, vide his Notice ref.No.04/R-Ln/01/2022 dated 22-01-2022 and after receiving the said notice on 27-01-2022 said Koushik Mandal call me to pay the rest amount Rs.50,000/(Rupees fifty thousand) only.
7. That thereafter I again paid Rs.50,000/(Rupees Fifty thousand) only through NEFT vide reference ID No. 480381727 payment date 11/02/2021 as per the terms and conditions of the agreement.
8. That there after due to pandemic situation of lockdown cause by COVID-19 nor I no any partner of us made any contact with said Koushik Mandal.
9. That there after several times the petitioner requested said Koushik Mandal for installation of the said lift but he fail to perform his duty for provide the service and in the month of April,2022 whenever I contact with said Koushik Mandal he informed me that during the pandemic situation of lockdown cause by COVID-19 he sustained labour problems and also demanded Rs.1,20,000/-(Rupees one lack twenty thousand) only from me beside Rs.40,000/(Rupees forty thousand) only for smooth installation of the said lift.
10. That as per demand of said Koushik Mandal I again paid a sum of Rs.1,20,000/-(Rupees one lack twenty thousand) only to the account of said Koushik Mandal through NEFT vide reference No. 809588216 dated 12-05-2022 but after elapsed of several months till today said Koushik Mandal fail to install any lift in the building nor took any initiative to install the said lift.
11. That several times I went to the office of said Koushik Mandal for installation of the said lift but he fail to provide his work. Now the Petitioner came to know that the O.P. will not provides/install neither any lift nor they shall return the money and it is their wrongful work only to obtain money by illegal and said Koushik Mandal cheated me as well as the firm and now the several flat owners of the said building pressurizing us for the said lift.

So, therefore I am requesting you kindly look into the matter and take appropriate legal action against said Koushik Mandal as per your convenient.

Sanjeet
Thanking you

Sanjeet
yours faithfully

Agreement document (u copy)
Notice from Lawyer
Payment invoice (3 copy)

(SHRI SANJEET PRASAD, S/O
Haribansh Prasad of Jaduram
Building, 2,R.N. Sinha Road, P.O.
.P.S. & Dist. Darjeeling
temporarily at Baragharia,
Patharghata, Dagapur, Near Gyan
Jyoti College, P.S. Matigara, Dist.
Darjeeling. Pin-734010.
Mob-9434248839.