

FIRST INFORMATION REPORT

(Under Section 154 Cr. P.C.)



1. P.S. Pradhannagar Year 2023 FIR No. 909/23 Date 04/11/23

2. (i) Act. XLV of 1860 Sections 406, 420 (ii) Act. IPC Sections _____

(iii) Act. _____ Sections _____ (iv) Others Acts & Sections _____

3. (a) Occurrence of Offence : Day _____ Date From On 17/05/23 Date To _____

Time Period _____ Time From _____ Time To _____

(b) Information received at P.S. Date on 04/11/23 Time 22:20 hrs.

(c) General Diary Reference : Entry No(s) 254 Time 22:20 hrs.

4. Type of Information : written Written / Oral

5. Place of Occurrence : (a) Direction and Distance from P.S. North-East, 02.5 km. Beat No. _____

(b) Address Land measuring 33 Dec + 1.21.5 Decimal, mawa paschim pashumath, J.L. NO. 37, 38, RS plot No. 2(P), khatian No. 2, 3, @H.

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

6. Complainant / Informant :

(a) Name Pavan kumar Gowdipere.

(b) Father's / Husband's Name prabhakara Rao.

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

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

(f) Occupation _____

(g) Address Milan more, champansari, P.S. pradhannagar, Dist. Doojelling.

7. Details of known / suspected / unknown accused with full particulars (Attach separate sheet, if necessary) :

(i) Haradhan kishkmiya, (ii) Rohit kumar mohanta. (iii) krishno dutta.

8. Reasons for delay in reporting by the Complainant / information _____

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

an amount of Rs. 30,50,000/-

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 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 md. Shajahan Ali. 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

Noted in written complaint.

15. Date & Time of despatch to the court : on 05/11/23.

Inspector-In-charge 04/11/23.
Pradhannagar Police Station
Signature of the Officer-In-Charge, Police Station
Siliguri Police Commissionerate
Name : Anirban Bhattacharjee.
Rank : No. Insp. of police.

Received on 04/11/23 at 22.20 hrs vide PDN PS. G.D.E NO. 254 and is registered PDN P.S. case NO. 909/23 dt. 04/11/23 U/S 406, 420 CrP and is endorsed to SI md. shujahan nli for its investigation.

04/11/23

Inspector-In-charge
Pradhan Nagar Police Station
Siliguri Police Commissionerate

To,
The Officer -In -Charge,
Pradhan Nagar Police Station,
Darjeeling: District, West Bengal.

Dated: 04/11/2023

Sub: FIR against Sri. Rohit Kumar Mohanta (Mob No. 9002261412) , S/o Kaushal Chandra Mohanta for breach of contract, fraud & cheating .

Respected Sir,

With reference to the above subject, I humbly beg to inform you as follows :-

1. That I Sri. Pavan Kumar Gowdiperu, S/o Prabhakara Rao G, R/o presently residing at Milan More, Post Office Champasari, Police Station- Pradhan Nagar, District Darjeeling Pin -734003 would like to inform you that in April 2022, I was looking to purchase Land for the investment purpose wherein I met **Sri Hardhan Kirttaniya, (Mob No. 8918375642) S/o (L) Santiram Kirttaniya**, then he introduce me to Mr. Rohit Kr Mohanta (the VENDOR) S/o Kaushal Chandra Mohanta, R/o Siliguri Park Street, Ward 23, Dabgram, Siliuri - 734004. However, later I came to understand that he has purchased the Land by taking Power of Attorney. Relying on their statements/documentations provided by them to me, thereby I agreed to purchase Land measuring 33 Dec + 181.5 Decimal, situated within Mouza - Paschim Pashunath, J.L. No. 37 & 38, comprised and included in R.S. Plot No. 2 (P). correspondence to L.R. Plot No. 2(P), recorded in Khatian No. 2, 3 & 4, vide Sale Deed 4879 and 10117 of 2022 registered at Sub Division Siliguri, A.D.S.R. Bagdogra.
2. That after the said registration dated 17th May, 2022 & 3rd November, 2022 I came to know from the area Revenue Inspector after surveying that the possession of the land allotted to me was J.L No. 36 instead of J.L No. 37 & 38 which is a serious problem, for the said reason I am unable to get mutation certificate and therefore failed to transfer the absolute right, title and interest over the said land. The land surveyor **Mr Krishnodutta**, has provided incorrect report of the land that it comes under JL 37 and 38 in the site plan report instead of the correct JL number which is 36, If he had given correct site plan with all details correct, I would have avoided this transaction in the first place.
3. When I came to know about the same mistake therein I immediately reported to Mr. Rohit Kr Mohanta, then he assured me to settle the issue in order to avoid future disputes, difference, misunderstandings and complications in regards to above problem by refunding the amount of Rs. 29,50,000/- by the Vendor to the purchaser.

The Purchaser has paid total amount of Rs. 29, 50, 000/- (Rupees Twenty Nine Lacs and Fifty Thousand Only) to him. And for the said amount I have been repeatedly requesting him but he turn a deaf ear. I have also incurred an additional expenditure of about Rs 10,00,000/- (Rupees Ten Lakh Only) which includes registration fee, stamp duty, advocate charges, surveyor charges etc.

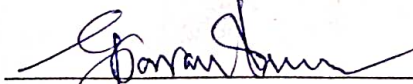
4. That after the assurance given by **Mr. Rohit Kr Mohanta** I am still waiting with the hope that the he will mutually settle the problem and refund my total amount. However, there is no response till today and he is silent with his ill motives, for breaking the trust and cheating inspite of the repeated requests from me.
5. That now he is presently neglecting/avoiding all the attempts made by me to communicate with him. With immense difficulties in June 2023, I had a telephonic conversation with him wherein he has again given assurance to settle the issue. After that, there is no communication from him as he blocked my calls and my every attempt to meet and discuss issues with him went in vain.
6. I have also paid an additional amount of Rs 100,000/- to **Mr. Hardhan Kirttaniya** (who instroduced Mr Rohit Kumar to me) as he committed on building a retaining wall as boundary wall on one part of the land. After that he never finished the work nor refunded the money.

It has been about 9 months that I am following them up but I get no reponse from them regarding the said issue. To me it looks like it is a well planned conspiracy in order to dispose the land with incorrect documents.

Respected Sir, this amount is really huge on us and cannot afford to lose it because of any issues. In the event of this issue not being resolved to our satisfaction, it will be a disastrous for my well being. Therefore, I humbly request you to kindly direct him to settle this issue to refund my total amount and further take serious action according to law, for the interest of justice.

Thanking you.

Yours truly,


Sri. Pavan Kumar Gowdiperu
(Mob No 8522878449)