

FIRST INFORMATION REPORT

(Under Section 154 Cr. P.C.)

565



1. Dist. Matigara Year 2023 FIR No. 911/23 Date 07/11/23

2. Act. Sections 406/420/34 ii) Act. Sections

(a) Occurrence of offence : Day Date From 05/04/23 Date To Till date

Time Period Time From Time To

(b) Information received at P.S. Date 07/11/23 Time 20:40hrs.

(c) General Diary Reference : Entry No(s) 372 Time 20:40hrs.

4. Type of Information Written Written / Oral

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

(b) Address Matigara bazar Ps. matigara Dist. Dajeeeling

(c) In case outside limit of this Police Station. then the n/a Name of the P.S. District

6. Complainant / Informant : (a) Name Ganesh Kumar Gupta

(b) Father's / Husband's Name Lt. Ramdeo Prasad Gupta

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

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

(f) Occupation

(g) Address Swami Dayanand marg, Khalpara P. Silguri bazar Ps- Silguri Dist. Dajeeeling.

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

(Attach separate sheet, if necessary) : 1) Dilip Kumar Roy 2) Bijan Bhakta Chatterjee 3) Chaetu Roy

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

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

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 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 SI Sumit Sankar

investigation / refused investigation / transferred to P.S. Officer-in-Charge Matigara Police Station

jurisdiction. FIR read over to the Complaint / Informant, admitted to be correctly recorded and a copy given to the Complainant / informant free of cost. Silguri Police Commissionerate

14. Signature / Thumb impression of the Complainant / Informant Noted in Original Complaint

15. Date & Time of despatch to the court : on 08/11/23 at 11:00 hrs. Rank : No. INSPECTOR OF POLICE

Dated : 07/11/2023

To:
The Inspector – in - Charge,
Matigara Police Station,
District Darjeeling.

Sub : Complaint

Sir,

With due respect I, **SRI GANESH KUMAR GUPTA**, Son of Late Ramdeo Prasad Gupta, Resident of Swami Dayanand Marg, Khalpara, Post Office Siliguri Bazar, Police Station Siliguri, District Darjeeling, Pin – 734005, the undersigned would like to bring to your kind notice and state as follows : -

1. That in or about the month of February, 2023 few persons namely (1) **SRI DILIP KUMAR ROY**, Son of Late Harish Chandra Roy, (**Mobile No. 9064816153**), (2) **SRI BIJON BHATTACHARJEE**, Son of Late Dhires Chandra Bhattacharjee, (**Mobile No. 9933669936**), Residents of Bander Hat, Sat Khamar, Post Office & Police Station Rajganj, District Jalpaiguri, Pin - 735133, along with one (3) **SRI CHAITU ROY**, Resident of Munshipara, Post Office Jhori Talma, Police Station Rajganj, District Jalpaiguri, Pin - 735133, approached me and one **SRI RAJESH SHAH**, Son of Bhagwan SDhah, Resident of Vidyasagar Road, Khalpara, Post Office Siliguri Bazar, Police Station Siliguri, District Darjeeling, Pin – 734005, claiming that the said SRI Dilip Kumar Roy and the family of Sri Bijon Bhattacharjee are the owner of considerable quantum of land including land measuring about 1.88 Acres, more fully and particularly described in the Schedule below and expressed their intention to sell the said land.
2. That we were also in search of a piece of land in the locality for commercial purpose and we agreed to the proposal of the aforesaid persons to purchase the said landed properties described in the Schedule below for a price of Rs. 11,35,000/- (Rupees Eleven Lacs Thirty-Five Thousand) only per Bigha on certain terms and conditions as agreed upon between us and the aforesaid persons. An agreement incorporating such terms was also executed between us on 05.04.2023 at our office situated at Matigara Bazar.

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3. That in terms of the said Agreement we had also paid the said sum of Rs. 5,00,000/- (Rupees Five Lac) only to Sri Dilip Kumar Roy and an amount of Rs. 3,50,000/- (Rupees Three Lac Fifty Thousand) only to Sri Bijon Kumar Mukherjee as advance and the same was also duly acknowledged by the said persons. We also paid an amount of Rs. 50,000/- (Rupees Fifty Thousand) only to said Chaitu Roy as brokerage and had also spent more than Rs. 1,00,000/- (Rupees One Lac) only for development of the said land as described in the Schedule below.
4. That at the time of entering into the agreement it was specifically mentioned that the land belonging to the said Bijon Kumar Mukherjee and his family members had bargadar recorded with respect to their said land, forming part of the below Schedule land and the same shall be rectified within a period and the name of the Bargadar shall be removed. It was also specifically mentioned that We could terminate the Agreement on failure of any of the terms mentioned in the said Agreement and the said persons shall immediately return the advance amount.
5. That the said Dilip Kumar Roy is a School teacher and the said Bijon Kumar Mukherjee is a govt. ration dealer and respectable person of the society and we had no reason to disbelief the statements of the said persons and relied on their assurances and statements.
6. That however inspite of lapse of the stipulated the said persons could not clear the said land and make out marketable title of the said land and thus we had no other option but to terminate the agreement and demand back the advance amount as was agreed and accordingly we demanded the refund of the advance amount, but they did not respond to our demand.
7. That thereafter we issued a demand notice dated 10.07.2023 to Sri Diliop Kumar Roy and Sri Bijon Kumar Mukherjee, asking for refund of the advance amount through our lawyer Sri Supriyo Ghosh. The said persons duly received the said notice and replied to the same admitting the said agreement and also receipt of the advance amount, but however did not return the said amount on various pretexis.
8. That it transpires from the act and activities of the aforesaid persons that they, in collusion with each other have conspired to cheat us for their

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illegal gain and they have induced us to pay the advance consideration money for their illegal and unlawful gain and they have in collusion with each other misappropriated the money paid by us.

I, therefore, request you to take immediate action against the said (1) **SRI DILIP KUMAR ROY**, (2) **SRI BIJON BHATTACHARJEE**, and (3) **SRI CHAITU ROY** and their associates and book them for the offences committed by them and do the needful in this regard.

SCHEDULE

All that piece or parcel of land measuring 1.88 Acres, forming part of R.S. Plot No. 676, corresponding to L.R. Plot No. 877, R.S. Plot No. 676, corresponding to L.R. Plot No. 878, R.S. Plot No. 425, corresponding to L.R. Plot No. 879, R.S. Plot No. 939, corresponding to L.R. Plot No. 880, recorded in R.S. Khatian No. 314, corresponding to L.R. Khatian No. 500, 460, 461, 465, 466, 467, 462, 464, 468, 469, situated within Mouza Sathkhamar, J.L. No. 3, Sheet No. 1, Pargana Baikunthapur, Police Station Kotwali, District Jalpaiguri (W.B.).

The said land is butted and bounded as follows:
 North : By the Land of Arun Paul0;
 South : By the Road and Land of Jogen Roy;
 East : By the land of Dilip Kumar Roy and Jogen Roy;
 West : By the land of Dhresh Chandra Bhattacharya.

Thanking you.

Yours faithfully,
Sri Ganesh Kumar Gupta
(SRI GANESH KUMAR GUPTA)
 9434049616

Enclosures:

1. Photocopy of Agreement for Sale.

Received on 07/11/23 at 20+90hs vide Matigara PS GOE NO-372 and stated Matigara PS case no-911/23 dt-07/11/23 B/S 408/420/343PC and endorsed to SI Sumit Sarkar for its investigation

Sri Ganesh Kumar Gupta
 07/11/23
 Officer-in-Charge
 Matigara Police Station
 Siliguri Police Commissionerate