



FIRST INFORMATION REPORT (Under Section 154 Cr. P.C.)

4198

P.S. Bagdogra Year 2024 FIR No. 66/24 Date 13/02/24

Sections 447/420/506/34 (ii) Act Sections (iii) Act Sections (iv) Others Acts & Sections

3. (a) Occurrence of Offence : Day Date From Date To 09.01.24

Time Period Time From Time To

(b) Information received at P.S. Date 13/02/24 Time 20:05 hrs

(c) General Diary Reference : Entry No(s) 653 Time 20:05 hrs

4. Type of Information : Written Written / Oral

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

(b) Address Sukantapally, P.S - Bagdogra

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

6. Complainant / Informant :

(a) Name Smt Madhuri Sarkar

(b) Father's / Husband's Name Paritosh Sarkar

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

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

(f) Occupation (g) Address

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

(Attach separate sheet, if necessary) :

1 Smt Baby Banik, w/o - Subhankar Banik of Surya Sikha Sarani, Haidarpura, P.S - Bhaktinagar and 03 others

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 is treated as FIR and enclosed herewith.

13. Action taken : Since the above report reveals commission of offence(s) as mentioned at item No. 2., registered the case up the investigation / directed SI Gautam Laskar

investigation / refused investigation / transferred to P.S. Officer-in-charge Bagdogra P.S., SLG Siliguri Metropolitan Police

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

on the original written complaint

14. Signature / Thumb impression of the Complainant / Informant Signature of the Officer-in-charge, Police Station Bagdogra P.S., SLG Siliguri Metropolitan Police

Name : SI Partha Smriti Das

Rank : No. OIC Bagdogra P.S

15. Date & Time of despatch to the court :

To,  
**THE OFFICER-IN-CHARGE,**  
Bagdogra Police Station,  
Bagdogra, Dist.-Darjeeling,  
PIN-734014.

Date: 13/2/2024

Subject: Written Complaint

Respected Sir,

With due respect I SMT. MADHURI SARKAR, W/o Paritosh Sarkar, resident of Sukanta Pally, Uttar Bagdogra, P.O. & P.S.-Bagdogra, Dist.-Darjeeling, PIN-734014 would like to lodge this written complaint against 1) SMT. BABY BANIK(Mob. No.-8918247685), W/o. Subhankar Banik, resident of Surya Sikha Sarani, Haidarpara, Ward No. 39 of Siliguri Municipal Corporation, P.O.-Haiderpara, P.S.-Bhakti Nagar, Dist.-Jalpaiguri, PIN-734006, 2) SRI SANJOY GHOSH(Mob. No. 8649884662), S/o. Not Known, r/o. Not Known, S/o. Not Known, r/o. Not Known 3) SRI SEKHAR KUMAR SINGH(Mob. No.-6296998503), S/o. Not Known, r/o. Not Known and one 4) SRI SUDIP HALDER, S/o. Not Known, r/o. Not Known on the following facts:

1. That in the month of November, 2023 I was in urgent need of money for my family purposes and searching for a personal loan of approximately Rs.29,00,000/- (Rupees Twenty Nine Lacs) only in course of which I had been in touch with the accused no. 3 above named who introduced himself as an agent for different private financial institutions who make necessary arrangements for availing personal loan for different interested borrowers and during his visit in my house he assured me that he will arrange a personal loan for me from SHRIRAM HOUSING FINANCIAL LTD., Siliguri Branch on Easy Installments and on mortgage of collateral securities.
2. That when I told him I do not have any property to mortgage and if he arranges personal loan for me without any collateral security then I am interested to proceed in the process of loan sanctioning to which he agreed.
3. That in the Third week of November, 2023 the accused no. 3 above named came to me and told me that he arranged a personal loan of Rs.28,50,000/- (Rupees Twenty Eight Lacs Fifty Thousand) only from SHRIRAM HOUSING FINANCIAL LTD., Siliguri Branch without any security on commission of 30% to be paid to him and all I have to do is to put my signatures on some blank legal papers where he will execute a document which will act as a

Received on 13/02/2024 at 20:05 hrs  
vide GDE NO 653 Dtd 13/02/2024 and  
started BDR PS case No 66/24 Dtd 13/02/24  
U/s 447/420/506/34 IPC and endorsed to  
SI Gautam Laskar for his investigation.

Office Incharge  
Bagdogra P.S., SLG

security for the above mentioned personal loan to which I agreed considering my helpless situation and put my signatures on some blank legal papers.

4. That thereafter the accused no. 3 contacted with me and told me that as because the loan is sanctioned without any security so therefore to fulfill some technical formalities and financial criteria a document for Agreement for Sale (Bainanama) of my residential flat the schedule of which is mentioned below is required to be executed where the total consideration price has to be mentioned as Rs. 47,00,000/- (Rupees Forty Seven Lacs) only. As I told him I have no desire to sell my residential flat nor I know any person who will be shown as a proposed purchaser in the said Agreement for Sale(Bainanama) to which the accused no. 3 told me that he will arrange for a proposed purchaser and the amount mentioned in the said Agreement for sale (Bainanama) is for convincing the financial institution that I have a fix asset to repay the loan amount and this Agreement for Sale(Bainanama) is nothing but a mere formality for sanctioning of the loan amount of Rs.28,50,000/- (Rupees Twenty Eight Lacs Fifty Thousand) only. It is required to be mention here that the accused no. 3 told me to show financial transactions in my savings account lying with Central Bank of India, Bagdogra Branch some amount will be credited in my account from the intending purchaser which will be returned back by me to the intending purchaser or to the bank account of that person as desired by the intending purchaser and when I told him who is that intending purchaser who agreed to enter into the said Agreement for Sale(Bainanama) with me then he told me that the Accused No. 1 above named is the said intending purchaser who is a trusted person of Accused No. 3 above named and nothing to be worried on.
5. That relying on the assurance given by the accused no. 3, I agreed to his proposal and on 20.11.2023 one Agreement to Sale(Bainanama) was prepared by Accused No. 3 in collusion with the Accused No. 1 above named and thereafter on different dates as per the Statement of Accounts of my aforesaid banker which is annexed herewith this complaint the accused no.1 sent money to my aforesaid savings account which on the same day was returned by me to the bank account of the Accused No. 2 & 4 above named as desired by accused no. 1 & 3.
6. That after payment of the amount credited in my aforesaid savings account and thereafter repayment of the said amount debited from my account as per desire of Accused No. 1 & 3, on 04.01.2024 an amount of Rs.28,50,000/- (Rupees Twenty Eight Lacs Fifty Thousand) only was credited in my account from

DIRECTIONS  
FOR  
THE  
COURT

SHRIRAM HOUSING FINANCIAL LTD., Siliguri Branch and thereafter I paid 30% of the sanctioned loan amount to Accused No. 3. It is very important to mention here that before sanctioning of the aforesaid loan amount no documentation was prepared by Accused No. 3 and when I asked the Accused No. 3 what will be the E.M.I of the aforesaid loan amount then he replied that the necessary documentation will be done after some days and all I have to do is to sent someone in the office of the A.D.S.R. Siliguri-II at Bagdogra for presentation of necessary documents and relying on his promise I sent my daughter-in-law SMT. SHARMISTHA SARKAR (PAUL), W/o Sri Kaushik Sarkar (my son) in the office of A.D.S.R. Siliguri-II at Bagdogra where she was asked to put her signatures on some papers and as because the accused no. 3 gained my confidence so I told her to put her signatures as instructed by accused no. 3.

7. That surprisingly on 09.01.2024, the accused no. 1 along with some employees of SHRIRAM HOUSING FINANCIAL LTD., Siliguri Branch came to my below scheduled property and told me to vacate my flat and when I asked for the reason then the said accused no. 1 told me that I sold out the flat to her though the fact remains I never executed any registered instrument for sale in favour of accused no. 1. I also tried to contact with the accused no. 3 but he did not respond to my calls. I told the accused no. 1 that I never sold out the below scheduled property to her and I will not leave my only residential place to which she threatened me with dire consequences and told me that she will forcibly drove me out from my own house today or tomorrow.
8. That from the aforesaid acts and conducts of the said 1) **SMT. BABY BANIK**, W/o. Subhankar Banik, resident of Surya Sikha Sarani, Haidarpara, Ward No. 39 of Siliguri Municipal Corporation, P.O.-Haiderpara, P.S.-Bhakti Nagar, Dist.-Jalpaiguri, PIN-734006, 2) **SRI SANJOY GHOSH**, S/o. Not Known, r/o. Not Known, S/o. Not Known, r/o. Not Known 3) **SRI SEKHAR KUMAR SINGH**, S/o. Not Known, r/o. Not Known and one 4) **SRI SUDIP HALDER**, S/o. Not Known, r/o. Not Known it is crystal clear to me that all of them in collusion with each other have conspired a deep rooted criminal conspiracy to cheat me and also to grab my below scheduled property by any means which is clear from their audacity to prepare false, fabricated and forged documents in their name and for which all of them are liable to be charged under proper provisions of law and further I also reasonably apprehend that the aforesaid persons may again come to the below scheduled land for the purpose of grabbing the land so I make this complaint for taking necessary action against those persons and for protection of the below scheduled land.

21/01/24  
SRI SUDIP HALDER

Therefore it is hereby requested to kindly look into the matter and do the needful and further take necessary action in this regard in accordance with law and oblige.

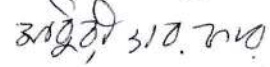
This is for your information and necessary action.

Thanking you.

**List of Enclosures:**

- a) Photocopy of Agreement to Sale dated 20.11.2023
- b) Statement of Account of Madhuri Sarkar & Bank Account Details.
- c) Photocopy of AADHAAR & PAN Card of Madhuri Sarkar
- d) Photocopy of AADHAAR & PAN Card of Madhuri Sarkar

Yours truly,



**(MADHURI SARKAR)**

Ph No.

**Copy forwarded to:**

- **The Commissioner of Police,**  
Darjeeling, PIN-734101.

**SCHEDULE OF THE PROPERTY**

ALL THAT PIECE AND PARCEL of flat measuring 1480 Sq. Ft. at the first floor, including Super Built-up Area and the 3(Three) storied building together with undivided proportionate share of 05 Decimal of land appertaining to Plot No.-264(R.S) part corresponding to Plot NO. 50(L.R.) recorded in Khatian No. 2/1 (R.S) & Khatian No. 1(L.R.), J.L. No. 82, Mouza-Uttar Bagdogra, Pargana-Patharghata , P.S.-Bagdogra.

The said property is butted and bounded as follows:

NORTH	:	Land & House of Promod Chandra Gope.
SOUTH	:	Road
EAST	:	Road
WEST	:	Land & House of Prabhat Chandra Saha.