

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

Form No. 27

582

Darjeeling



PS Siliguri Year 2024 FIR No 282/20 Date 24.03.2024
 Sections X Act IPC Sections 406/420/PC

Sections X (iv) Others Acts & Sections
 Date From 15.11.2022 Date To 18.12.2022

(a) Occurrence of Offence Day
 Time From 24.03.2024 Time 11.25 hrs
1688 Time 11.25 hr.

(c) General Diary Reference Entry No(s)
 Written / Oral X 1 km west Beat No

4 Type of Information
 5 Place of Occurrence (a) Direction and Distance from PS
Dr. Kalinath Road Siliguri PS. Siliguri DJL

(b) Address
 (c) In case outside limit of this Police Station then the Name of the PS X District X

6 Complainant / Informant
 (a) Name Narendra Kumar Poddar.
Likhmi Chand Poddar.

(b) Father's / Husband's Name
 (c) Date / Year of Birth
 (d) Nationality India
 (e) Passport No X Date of Issue X Place of Issue X

(f) Occupation Mayfair Garden Plain View Flat No. 2-A Punjabipara.
P.O.S. Bhaknaga. Dist. Jalpaiguri.
 (g) Address

7 Details of known / suspected / unknown accused with full particulars
 (Attach separate sheet, if necessary) VS
Rajesh Kumar Koushnmurari Gupta
proprietor of Sai Traders office at Dhakana Purba
Goswami Nagar (collectorganj), Kaupur Naga Kaupur
Uttar Pradesh. (8883)99393.
89 21504055, GSTIN 09CEKPG5038N1Z0

8 Reasons for delay in reporting by the Complainant / Informant

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

10 Total value of properties stolen / involved RS. 14,83,232 (Fourteen Laks Twelve
Eighty three Thousand Two Hundred Thirty Two)

11. Inquest Report / U.D. Case No. if any 3095549 (3 three Laks Ninety Five Thousand Five Hundred Forty Nine)

12. FIR Contents (Attach separate sheets, if required) :
The original written complain-which is treated as FIR is

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 S.I. Kalachand Mandal of to take up investigation / refused investigation / transferred to P.S. Khalpara TOP under SLPS / SPC 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 original complain

15. Date & Time of despatch to the court :
 Signature of the Officer-in-Charge, Police Station
S.I. Binod Singh Rawat
 Rank : No. S.I. Inspector in Charge
Siliguri Police Station
 Siliguri Police Commissionerate

Date: 23.03.2024

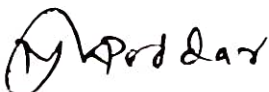
To,
The Officer-in-charge,
Siliguri Police Station,
Thana More, Siliguri- 734001

Subject: F.I.R.

Sir,

This is to bring to your kind notice that I, **NARENDRA KUMAR PODDAR**, son of Late Likhmi Chand Poddar, resident of Mayfair Garden, Palm View, Flat 2-A, Punjabipara, P.O. Sevoke Road, P.S. Bhaktinagar, District- Jalpaiguri, PIN-734001, am one of the partners of 'Jaisnavi Impex', a partnership firm, having registered office at H/67/631/453, Dr. Kalinath Road, Siliguri- 734005, P.O. and P.S. Siliguri, District- Darjeeling, GSTIN- 19AANFJ6244N1ZM, which is a reputed business organization dealing in the field of supplying Large Cardamom for more than 06(six) years having offices in different parts of Siliguri and my firm has earned goodwill for the said business for sincerely supplying Large Cardamom in various parts of India.

On 15.11.2022, Sri. Rajeshkumar Krushnmurari Gupta, proprietor of Sai Traders, having their registered office at 133/42 Dhakanapurwa, Goswami Nagar, Collectorganj, Kanpur Nagar, Kanpur, Uttar Pradesh, PIN-208001 and at Payagi Gali Mahant Shiwala, 0, Bharuhana, Mirzapur, Uttar Pradesh, PIN-231001, Mobile No: +91-8853199393/+91-8922904055, GSTIN- 09CEKPG5038N1Z0 placed an order for purchasing 500 kgs large cardamom of Rs. 2,83,250/- (Rupees Two lakh eighty-three thousand two hundred fifty only). Accordingly, I vide Invoice No. JI/118/2022-2023 dated 15.11.2022 sent large cardamom of Rs. 2,83,250/- (Rupees Two lakh eighty-three thousand two hundred fifty only) to him through the carrier 'Sikkim Logistics Services' vide e-Way Bill No. 881266656688 with the e-way bill dated 15.11.2022. Against such purchase he on 23.11.2022 made payment of Rs. 2,00,000/- (Rupees Two Lakhs) and thereafter placed another order for purchasing 1,000 kgs large cardamom of Rs. 5,00,000/- (Rupees Five Lakhs only). The same was duly dispatched/delivered vide Invoice No. JI/127/2022-2023 dated 24.11.2022 amounting to Rs. 5,00,000/- (Rupees Five Lakhs only), through the carrier 'Sikkim Logistics Services' vide e-Way Bill No. 851268682158 with the e-way bill dated 24.11.2022 and thereafter he made a payment of Rs.3,00,000/- (Rupees Three Lakhs only) dated 12.12.2022 to me/my firm and again placed another order for purchasing 1,200 kgs large cardamom of Rs.6,61,500/- (Rupees Six Lakhs Sixty-one Thousand and Five hundred only). The same was again duly dispatched/delivered to him vide Invoice No. JI/152/2022-2023 dated 15.12.2022 amounting to Rs. 6,61,500/- (Rupees Six Lakhs Sixty-one Thousand and Five hundred only), through the carrier 'Sikkim Logistics Services' vide e-Way Bill No. 871273603872 with the e-way bill dated 15.12.2022. Thereafter, on 28.12.2022, he made a payment of Rs. 2,83,250/- (Rupees Two Lakhs Eight-three Thousand Two Hundred and fifty only) to



me/my firm and further placed another order for purchasing 1,250 kgs large cardamom and 26 kgs CTC Tea amounting to Rs.6,61,732/- (Rupees Six Lakhs Sixty-one Thousand Seven Hundred and Thirty-two only). The same was one more time duly dispatched/delivered to him vide Invoice No. JI/167/2022-2023 dated 29.12.2022 amounting to Rs. 6,61,732/- (Rupees Six Lakhs Sixty-one Thousand Seven Hundred and Thirty-two only), through the carrier 'Sikkim Logistics Services' vide e-Way Bill No. 891276973116 with the e-way bill dated 29.12.2022 and there was still an amount of Rs.13,23,232/- (Rupees Thirteen Lakhs Twenty-three Thousand Two Hundred and Thirty-two only) due to me/my firm which he was supposed to pay. It is pertinent to mention here that as per such terms and conditions stipulated in the Invoices as aforementioned, he is legally liable to pay interest @24% per annum on the unpaid amount.

Furthermore, the bank details from which the initial payment was made to me are as follows- **Account No.:** 01800210002889, **IFSC:** UCBA0000180, **Account Holder Name:** SAI TRDAERS, **Bank Name:** UCO BANK.

I on several occasions reminded Sri. Rajeshkumar Krushnmurari Gupta over phone and various other modes of communication and demanded payment of the entire amount but he gave nothing to me instead of false assurances that he will make the payment. It is pertinent to mention here that even after sending him a mail with subject- "Reminder for overdue payment" at his Email- traderssai037@gmail.com on 22.07.2023 claiming the outstanding amount of Rs.14,83,232/- (Rupees Fourteen Lakhs Eighty-three Thousand Two Hundred and Thirty-two only), which included 24% interest, whereby he did not pay any heed to the said reminder.

Thereafter, I have also sent a Legal Notice through my duly engaged lawyer, Sri. Bapi Sarkar, on 18.12.2023, claiming Rs.16,12,317/- (Rupees Sixteen Lakhs Twelve Thousand Three Hundred and Seventeen only), which includes 24% interest till 30.11.2023, through a registered post, but he intentionally avoided receiving such Notice. Furthermore, he has also changed his phone number and no communication is possible over the phone now.

It is also pertinent to mention here that from the aforesaid acts and conducts of Sri. Rajeshkumar Krushnmurari Gupta, it is evident that from the very beginning he had an intention to deceive me and accordingly he fraudulently induced me to deliver large cardamom of huge quantities and amount on credit, initially made part payments of the Bills to build an element of trust and thereafter he converted it to his own use and he misappropriated the aforesaid amount for his unlawful gain causing financial loss to me/my firm, which amounts to criminal breach of trust and cheating.

Under the aforesaid facts and circumstances, I, the undersigned herein, request you to kindly investigate into the aforesaid incidents and take appropriate steps to punish Sri. Rajeshkumar Krushnmurari Gupta as per law.



Thanking you.

N. Poddar

Yours sincerely,

Narendra Kumar Poddar

NARENDRA KUMAR PODDAR,

son of Late Likhmi Chand Poddar, resident of-
Mayfair Garden, Palm View, Flat 2-A,
Punjabipara, P.O. Sevoke Road, P.S.
Bhaktinagar, District- Jalpaiguri, PIN-734001.
Mob. 9434044146

Enclosures:

1. Accounts of Sai Traders in the Books of Jaisnavi Impex.
2. Tax Invoice No. JI/118/2022-2023 dated 15.11.2022 along with E-way Bill.
3. Tax Invoice No. JI/127/2022-2023 dated 24.11.2022 along with E-way Bill.
4. Tax Invoice No. JI/152/2022-2023 dated 15.12.2022 along with E-way Bill.
5. Tax Invoice No. JI/167/2022-2023 dated 29.12.2022 along with E-way Bill.
6. Photocopy of the email dated 22.07.2023.
7. Legal Notice dated 18.12.2023 along with Postal tracking report.

Received on 24/3/2024 at 11:25 hr.
vide GDE NO 1688 Dt. 24/3/2024 and
started Siliguri PS case no 282/20
Dt 24/3/2024 Ms 406/420 IPE and
endorsed to SI Kalachanda Maudal
of Khalpara TQ under SU PS/SPE
for its investigation

fm
24/3/2024
Inspector Incharge
Siliguri Police Station
Siliguri Police Commissionerate