

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



1c

PS Siliguri Year 2024 FIR No 468/24 Date 18.05.2024

Sections 406/420/3A

(a) Occurrence of offence : Day Date From 12.05.2023 Date To 06.06.2023

(b) Information received at P.S Date 18.05.2024 Time 00.15 hrs

(c) General Diary Reference Entry No (s) 913 Time 00.15 hr

4. Type of Information Place of Occurrence (a) Direction and Distance from P.S 1 1/2 km west

(b) Address Jasho Apartment - Milanpally PS Siliguri Dist. Dooars

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

6. Complainant / Informant : (a) Name Smt Baby Bhakat

(b) Father's / Husband's Name Mohit Bhakat

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

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

(f) Occupation (g) Address Jasho Apartment - Milanpally PS - Siliguri Dist. Dooars

7. Details of known / suspected / unknown accused with full particulars vs Jayanta Chowdhury S/O Jayanta Chowdhury

Kumar Chowdhury 1) Rekha Chowdhury W/O Jayanta Chowdhury

2) Rajdeep Chowdhury S/O Jayanta Chowdhury 3) Deep Chowdhury S/O Jayanta Chowdhury

4) Deep Chowdhury S/O Jayanta Chowdhury all are of Chowdhury villa Simanta Sonan Milanpally PS - Siliguri - Dooars.

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

10. Total value of properties stolen / involved Rs. 45,00,000 + 25,50,000

12. FIR Contents (Attach separate sheets, if required): The original written complaint which is treated as FIR is enclosed here with

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. Bipul Sen of Siliguri Police Station to take up investigation / refused investigation / transferred to P.S. S.P.C. 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 Note in original complaint Signature of the Officer-in-Charge, Police Station Name: Bipul Sen Rank: No. S.I. of Police

15. Date & Time of despatch to the court:

17/05/2024

To,
The Inspector In-Charge
Siliguri Police Station
Siliguri, Dist. Darjeeling.

Sub: Written complaint against 1. Jayanta Chowdhury S/O Lt. Jatindra Kumar Chowdhury, 2. Rekha Chowdhury W/O Jayanta Chowdhury 3. Rajdeep Chowdhury S/O Jayanta Chowdhury 4. Deep Chowdhury S/O Jayanta Chowdhury, all are resident of Chowdhury villa, 91 Sukanta Sarani, Milanpally East, within the jurisdiction of SMC being Ward No- 25, PO & PS Siliguri, Dist. Darjeeling.

Sir,

I Smt. Baby Bhakat W/O Sri. Mohit Bhakat of Josna Apartment, Milanpally, Dist. Darjeeling, Siliguri, would like to draw your kind attention to the following effect that the aforesaid persons are adjacent neighbour of me, in the year of 2020, in the month of February the aforesaid Jayanta Chowdhury came to our flat and informed my husband that he wants to develop his land situated at Milanpally, within the jurisdiction of SMC being Ward No- 25, PO & PS Siliguri, Dist. Darjeeling, land measuring 10 katha, being plot No. 3523, Khatiyani No.8444, JL no. 110(88)(new 90/88), Mauza Siliguri, Pargana Baikanthapur, Dist. Darjeeling through a promoter/ developer because he was submerged in huge financial liability of people approx. 50 Lakhs rupees, at that time my husband assured him to do the needful for him if possible, thereafter a good bond was created between us and my husband had also helped him and his both son financially to repay the loan amount i.e. the total amount amounting Rs. 45,00,000/- but one day aforesaid Jayanta Chowdhury and his wife Rekha Chowdhury said that they will not be able to repay the loan amount and told my husband to develop the land for which a deed of development agreement dated. 12.05.2023 was executed between my husband and Jayanta Chowdhury, his wife and his two sons put their signature beneath the said agreement.

The condition was that in the said agreement although my husband have already paid Rs.45,00,000/- in different occasions my husband has to pay have to pay Rs. 2Crore 10 Lakhs and along with 1000 sq ft flat top floor, with a condition that Rs. 45,00,000/- will be adjusted with the agreement amount, but after execution of the said agreement the aforesaid land owner Jayanta Chowdhury modified the said agreement as two flats measuring 900 sq ft at second floor and 1000 sq ft parking space at ground floor and Rs.1 crore rupees and hence a new agreement was executed between my husband and Jayanta Chowdhury and the agreement was registered before the ADSR Siliguri dated. 6.06.2023, at that time said Jayanta Chowdhury requested me to open a new bank account and deposit Rs.25,00,000/- and accordingly my husband took him at Central Bank, Hillcart road for opening the account, after opening the said account my husband transferred Rs. 25 lakhs 50 thousand from my account, at that time said Jayanta Chowdhury told my husband that new account is required because old account is related with his one son and if the son knows about it then problem will arise.

Thereafter said Jayanta Chowdhury told my husband that to take him to the central bank, hill-cart road to withdraw money and on humanitarian grounds my husband took him 4 times to the bank and after withdrawal the said Jayanta Chowdhury requested my husband to give the money to his wife in the absence of both the sons and accordingly, my husband did the same.

After that my husband obtained several papers like Lucc certificate from SJDA and done soil test, it is to be noted that after soil test, the aforesaid person totally changed his behavior and he used to start hue and cry that they need 4 flats in lieu of 2 flats and need 1800 sq ft car parking space in lieu of 1000 sq feet car parking space and Rs. 2 crores instead of Rs. 1 crore, actually in this way the aforesaid person tried to extort my husband after hatched up a deep-rooted conspiracy and tried to misappropriate my husband's hard-earned money i.e. Rs. 45 Lakhs and Rs. 25 Lakhs, actually I am in a trap/victim in the hands of them.

It is to be noted that at the time of execution of the second agreement dated. 6.06.2023, the aforesaid persons handed over the original sale deed in the hands of my husband for planning and Lucc purpose, it is to be noted that his two sons also took extra Rs. 1 lakh 68 thousand through online mode by saying that it will be adjusted at the time of final payment, and also confirm that previous payment i.e., 45 Lakhs which was taken by said Jayanta Chowdhury will be adjusted at the time of final payment.

Already the aforesaid person filed a civil suit before the Ld. Civil Judge Junior Division at Siliguri with some concocted story to cheat my husband and also gave statement to local newspaper to maline my husband and by this acts the aforesaid person ruin the reputation of my husband in public, my husband have been defamed in the eyes of the society and he have lost his reputation and recently my husband is in trauma and he is suffering from severe anxiety and insomnia.

In view of above you are requested to take proper legal actions as-per the provisions of law.

Yours faithfully

Baby Bhakat.

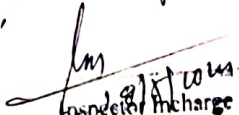
Baby Bhakat

9593529272

Enclosed: 1/ Photocopy of Agreement dated 12th May 2023

2/ Photocopy of Agreement dated 6th June 2023

Received on 19.05.2024 at 00:15 hrs.
Vide CeDEM U 913 DT 18/5/2024 and
stated Siliguri PS (Case No 468/24
Dt. 18/5/2024 U/S 406/420/3A IPC. case
referred to SI B. S. Paul. See file
Investigation.


Inspector in Charge
Siliguri Police Station
Siliguri Police Commissionerate