

FIRST INFORMATION REPORT

(Under Section 154 Cr.P.C.)  
173 BNS



Daryajding  
IPC

PS Siliguri Year 2024 FIR No 606/24 Date 01.07.24  
Sections 406/420 IPC ii) Act Sections  
Sections (iv) Others Acts & Sections

3 (a) Occurrence of Offence Day Date From 02.01.2023 Date To till date  
Time Period Since 02.01.2023 Time To till date

(b) Information received at P.S Date 01.07.2024 Time 00:15 hrs.

(c) General Diary Reference Entry No(s) 02 Time 00:15 hrs.

4 Type of Information Written Written / Oral

5 Place of Occurrence (a) Direction and Distance from P.S. 800 mtrs North-West Beat No

(b) Address H/67/63/453, Dr. Kalinath Road, PS- Siliguri Dist- Daryajding.

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

6 Complainant / Informant

(a) Name Narendra Kumar Poddar

(b) Father's / Husband's Name Lt. Likhmi Chand Poddar,

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

(e) Passport No Date of Issue Place of Issue

(f) Occupation

(g) Address Mayfair Garden, Palm View, Flat 2-A, Panjabipara,

7 Details of known / suspected / unknown accused with full particulars PS- Bhaktinagar, Dist- J.P.G.

(Attach separate sheet, if necessary):

(i) Sri Dinesh Sharma, Manager of RMDMS Food Suppliers Pvt. Ltd. (ii) Sri Keshav Lala Kashite, (iii) Smt. Manisha Keshav Popalghat, (iv) Shabbir Mohammad (v) Sri Shivaji Prasad Pandurang Masker - all are Director of RMDMS Food Suppliers Pvt. Ltd.

8 Reasons for delay in reporting by the Complainant / Information

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

(i) Rs. 9,00,000/- (Rupees Nine Lakhs only)

10 Total value of properties stolen / involved

11. Inquest Report / U D Case No., if any Nil

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 ASI Kalachand Singha of KHE Top, Slg PS, to take up investigation / refused investigation / transferred to PS 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.

on original written complaint

14 Signature / Thumb impression of the Complainant / Informant

Signature of the Officer-in-Charge, Police Station  
01/07/2024

Name Binod Singh Rawat

Rank: No Inspector of Police  
Siliguri Police Station

Siliguri Police Commissionerate

15. Date & Time of despatch to the court:

Date: 30/06/24

To,  
The Officer-in-charge,  
Khalpara Town Out Post-II  
Under Siliguri Police Station.

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 10.12.2022, **SRI. DINESH SHARMA**, son of- Not Known, Manager of RMDMS FOOD SUPPLIERS PRIVATE LIMITED [ represented by its Directors- 1. **SRI. KESHAV LALA KASHTE**, son of- Not Known, Director of RMDMS FOOD SUPPLIERS PRIVATE LIMITED, 2. **SMT. MANISHA KESHAV POPALGHAT**, son of- Not Known, Director of RMDMS FOOD SUPPLIERS PRIVATE LIMITED, 3. **SHABBIR MOHAMMAD**, son of- Not Known, Director of RMDMS FOOD SUPPLIERS PRIVATE LIMITED and 4. **SRI. SHIVAJI PANDURANG MASKAR**, son of- Not Known, Director of RMDMS FOOD SUPPLIERS PRIVATE LIMITED] having its office at N-42, C/C 2/3/6, ITI Ambad Road, Trimurti Chowk, Cidco Nasik, Maharashtra, PIN- 422008, have entered into a Purchase Contract with me for purchase of 2,000 kgs/2 Metric Tons Large Cardamoms and I on 16.12.2022 have duly sent 2,000 Kgs/2 Metric Tons Large Cardamom vide Invoice No. JI/155/2022-2023 amounting to Rs. 10,00,000/- (Rupees Ten Lakhs only) which was delivered through the carrier 'Delhivery Private Limited' along with e-Way bill. Thereafter, RMSDMS Food Suppliers Pvt. Ltd. have paid the amount in full due to me/my firm.

Thereafter, again on 12.12.2022, both the aforesaid persons entered into another Purchase Contract for purchase of 5,000 kgs/5 Metric Tons Large Cardamoms and on 23.12.2022 I have duly sent 5,000 Kgs/5 Metric Tons Large Cardamom vide Invoice No. JI/163/2022-2023 amounting to Rs. 24,25,000/- (Rupees Twenty-four Lakhs and twenty-five thousand only), which was duly delivered through the carrier 'Delhivery Private Limited' along with e-Way bill. Thereafter, RMDMS Food Suppliers Pvt. Ltd. again paid the amount in full due to me/my firm.

*N. Poddar*

Received on  
30/6/24 at  
13:05 hrs vide  
Khalpara T/O  
of- Not Known,  
Director of RMDMS  
FOOD SUPPLIERS  
PRIVATE LIMITED  
and 4. SRI. SHIVAJI  
PANDURANG MASKAR,  
son of- Not Known,  
Director of RMDMS  
FOOD SUPPLIERS  
PRIVATE LIMITED  
having its office at  
N-42, C/C 2/3/6,  
ITI Ambad Road,  
Trimurti Chowk,  
Cidco Nasik,  
Maharashtra,  
PIN- 422008,  
have entered into  
a Purchase Contract  
with me for purchase  
of 2,000 kgs/2  
Metric Tons Large  
Cardamoms and I  
on 16.12.2022  
have duly sent  
2,000 Kgs/2  
Metric Tons Large  
Cardamom vide  
Invoice No. JI/155/  
2022-2023  
amounting to  
Rs. 10,00,000/-  
(Rupees Ten  
Lakhs only) which  
was delivered  
through the carrier  
'Delhivery Private  
Limited' along with  
e-Way bill.  
Thereafter, RMSDMS  
Food Suppliers  
Pvt. Ltd. have paid  
the amount in full  
due to me/my firm.

30/06/24  
Office of  
Khalpara Town  
P.S. Siliguri  
Siliguri Metropolitan Police

On 31.12.2022, RMDMS Food Suppliers Pvt. Ltd. once again entered into another Purchase Contract with me for purchase of 3,000 kgs/3 Metric Tons Large Cardamoms, wherein the terms and conditions clearly state that 100% of the payment shall be made after consignment LR (Lorry Receipt) door delivery and in the event of default in payment, default interest at the rate of 15% p.a. (per annum) shall be applicable. Moreover, RMDMS Food Suppliers Pvt. Ltd. have also issued a blank cheque to me bearing Cheque No. 000405, drawn on ICICI Bank Ltd. during the Purchase Contract dated 11.11.2022, which was carried forward in the Purchase Contract dated 31.12.2022 as a Security of Payment.

On 02.01.2023, I have duly sent the consignment vide Invoice No. JI/174/2022-2023 amounting to Rs. 15,00,000/- (Rupees Fifteen Lakhs only) which was delivered through the carrier 'Delhivery Private Limited' along with e-Way bill. Thereafter, RMDMS Food Suppliers Pvt. Ltd. made payments of Rs. 6,00,000/- (Rupees Six Lakhs only) to me and the remaining amount of Rs. 9,00,000/- (Rupees Nine Lakhs only) is still due to me till date. Thereafter, I, on requesting to make the payment of the aforesaid amount, was assured by RMDMS Food Suppliers Pvt. Ltd. that all accounts would be cleared.

Since the date of delivery of such consignment of large cardamom to RMDMS Food Suppliers Pvt. Ltd., I on several occasions reminded RMDMS Food Suppliers Pvt. Ltd. over phone and demanded payment of the entire amount but they gave nothing to me instead of false assurances that they will make the payment. But, till date they did not make such payment. I became anxious, and thereafter reminded them about payment of outstanding amount on several occasions through different forms of communication and requested them to make payment of the said outstanding amount, but they did not pay any heed to my request. It is also pertinent to mention here that I even sent an email with subject as- "Reminder For Outstanding balance with Jaisnavi Impex from RMDMS Food Suppliers Private Limited", on 10.05.2023 and 06.07.2023, claiming the outstanding amount including interest @ 15% p.a., but there was no response.

Again on 18.12.2023, I sent another email informing them that the entire outstanding amount of Rs. 9,00,000/- (Rupees Nine Lakhs only) along with interest @ 15% p.a. (per annum) amounting to Rs. 1,57,333/- (Rupees One lakh fifty-seven thousand three hundred and thirty-three only) and in total Rs. 10,57,333/- (Rupees Ten Lakhs, fifty-seven thousand three hundred and thirty-three only) is the accruing due to me till 18.12.2023 and I further informed them that I will deposit the cheque (Cheque No. 000405, Bank- ICICI Bank Ltd., Branch- Nashik) provided by them as security to me under the Purchase Contract dated 31.12.2022, to the bank for clearing the aforesaid amount due to me and also requested RMDMS Pvt. Ltd. to have adequate funds for clearing the aforesaid cheque.

That accordingly on 19.12.2023, I deposited the said cheque to his banker- ICICI Bank Ltd., Branch- Sevoke Road, Siliguri, for realizing the aforesaid amount. However,



to my utter surprise, the said cheque was returned unpaid mentioning the reason- "Drawers signature differs".

It is also pertinent to mention here that the total outstanding amount due to me as on 18.12.2023 stands at Rs. 10,57,333/- (Rupees Ten Lakhs, fifty-seven thousand three hundred and thirty-three only) which includes interest of 15% per annum and which is in consonance with the terms and conditions as stipulated in the Purchase Contract and hence agreed between the parties. Moreover, the said interest at the aforesaid rate is to be further calculated up to the date on which the payment is made.


That from the acts and conducts of the accused persons, it is clear and evident that RMDMS Food Suppliers Pvt. Ltd., for their unlawful gain had mala fide intentions to deceive me and hatched a vicious plan against me. Furthermore, RMDMS Food Suppliers Pvt. Ltd. had clear knowledge of the fact that the cheque given to me had an incorrect signature inscribed on it and would never be realized by me on presenting it to the bank. Moreover, RMDMS Food Suppliers Pvt. Ltd. was fully aware that such non-payment would cause wrongful loss to the complainant.

Thereafter, I have also sent a Legal Notice through my duly engaged lawyer, Sri. Bapi Sarkar, on 09.01.2024, claiming Rs. 10,57,333/- (Rupees Ten Lakhs, fifty-seven thousand, three hundred and thirty-three only) which includes 15% interest p.a. till 18.12.2023, through a registered post, but he intentionally avoided receiving such Notice. Furthermore, on contacting him through his phone number, he does not pick up the call and now they have changed their phone number [ Phone No.- 9172025555, 7447782151 ], and no communication is possible over the phone now.

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 all the directors; managers and associated persons of RMDMS Food Suppliers Pvt. Ltd. as per law.

Thanking you.

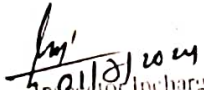
Yours sincerely,



**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

Received on 01/01/24 at 00:15 hrs.  
vide Sg PS GOE No. 02 and started  
Sg PS Case No. 606/24 dt. 01/01/24  
u/s 406/420 IPC and endorsed  
to ASI Kalachand singha of  
KHP TOP under Sg PS for its  
investigation.

  
Inspector Incharge  
Subed Police Station  
Police Commissionerate

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