

FIRST INFORMATION REPORT
(Under Section 154 Cr. P.C.) 173 of BNSS



Dist. Darjeeling P.S. Matigara Year 2024 FIR No. 548/24 Date 12.9.2024
Act. Sans Sections 329(4)/316(2)/318(3)/4 Sections 303(2)/351(2)/3(5)
Sections iv) Others Acts & Sections

3. (a) Occurrence of offence : Day Date From 08.2.16 Date To 07.9.24
Time Period Time From Time To

(b) Information received at P.S. Date 12.9.2024 Time 17:15 hrs
(c) General Diary Reference : Entry No (s) 711 Time 17:15 hrs
Type of Information Written Written / Oral

5. Place of Occurrence : (a) Direction and Distance from P.S. About 05 km North from PS
(b) Address LR Plot No. 10, JL No. 53, Mouza - Dhukuria
PS. Matigara, Dist. Darjeeling
(c) In case outside limit of this Police Station. Then the
Name of the P.S. District

6. Complainant / Informant :
(a) Name Niti Kumari
(b) Father's / Husband's Name w/o Manish Lal
(c) Date / Year of Birth (d) Nationality
(e) Passport No. Date of Issue : Place of Issue
(f) Occupation
(g) Address Flat No. A-1, Ground floor, Sharda Paradise, Kashiheri
P.O. - Baluahi, Siliguri.

7. Details of known / suspected / unknown accused with full particulars
(Attach separate sheet, if necessary) : ① Prema Sharma ② Sumita Sharma
③ Husband of Sumita Sharma ④ Rajen Regmi
Inspector-In-Charge
Matigara Police Station
Siliguri Police Commissionerate

8. Reasons for delay in reporting by the Complainant / Information
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9. Particulars of properties stolen / involved (Attach separate sheet, if necessary) :
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.....

10. Total value of properties stolen / involved

11. Inquest Report / U.D. Case No. If any

12. FIR Contents (Attach separate sheets, if required) : Original written complaint which is
treated as FIR is reproduced overleaf

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 Ramanath Karjee 12/09/24
investigation / refused investigation / transferred to P.S. Inspector-In-Charge
jurisdiction, FIR read over to the Complaint / Informant, admitted to be correctly recorded and a copy given to the Complainant /
informant free of cost. Matigara Police Station
Siliguri Police Commissionerate

14. Signature / Thumb impression
of the Complainant / Informant Niti Kumari
Signature of the Officer in Charge, Police Station
Name: ARINDAM BHATTACHARJEE
Matigara Police Station
Rank : No. Sub-Inspector
Matigara B/SPC

15. Date & Time of despatch to the court :
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Received on 12.9.24 at 17:15 hrs
vide G.D.E NO. 711 and started Matigara
PS case No. 548/24 dt. 12.9.24 (G.
329(4)/316(2)/318(3)/4/303(2)/351(2)/3(5) of BMS
SI Ramanath Kayee will investigate
the case
Date: 08.09.2024

To,
The Inspector in Charge,
Matigara Police Station,
Siliguri Police Commissionerate,
District Darjeeling-734010

h
12/09/24
Inspector-In-Charge
Matigara Police Station
Siliguri Police Commissionerate

Subject: Information regarding commission of cheating, physical assault, criminal breach of trust and falsification of accounts by agent, siphoning of funds by agent by one Prema Sharma, her daughter Sumita Sharma, husband of Sumita Sharma and Rajen Regmi in connivance and conspiracy with each other against me and my husband.

Sir,

I, Smt. Niti Kumari, wife of Shri Manish Lal, proprietor of M/s Yashi Construction, having its office at Road No. 2B, Rajendra Nagar, Kadam Kuan, District Patna in the state of Bihar would like to inform you that one Smt. Prema Sharma, wife of Late B. R. Sharma, residing at Methibari, Post Office - Sukna, Police Station Matigara, Dist. Darjeeling-734010 being the owner of land measuring 0.13 Acres, recorded in Khatian No- 1103, situated in R.S. Plot No 15 corresponding to L.R. Plot No- 10. J.L NO-53, Mouza-Dhukuria, Under Patharghata Gram Panchyat, within the limits of Matigara Police Station, Dist- Darjeeling, in the State of West Bengal as fully described in the Schedule- "A" herein below desired to develop her land but did not have the financial capacity to execute such construction. She then approached me to develop and make construction on her land in the year 2013. I, after being induced by the verbal assurances, promises of Smt. Prema Sharma and her daughter Smt. Sumita Sharma, who was residing at Qatar at that relevant time, agreed to her proposal which culminated in a Development Agreement dated 08.02.2016 being Document Nos. 1-774 for the year 2016 along with a General Power of Attorney dated 08.02.2016 which were registered before concerned authorities. The said development agreement contains such terms and conditions according to which the construction shall take place. The Plan for the construction was sanctioned at my behest from the concerned authority.

As I proceeded with the construction work, said Prema Sharma, through her Ld. Advocate issued a notice dated 22.12.2016 cancelling the General Power of Attorney and threatened to cancel the Development Agreement. In response to the said notice, I through my Ld. Advocate sent a reply dated 31.01.2017 denying and disputing the contents of the said notice and at the same time intimating her that I have already invested more than 50 lakhs in the construction work and that said Prema Sharma had no right to cancel the Development Agreement and General Power of Attorney. It was also informed that the said Prema Sharma created disturbances and obstructed the construction work regularly. The said Prema Sharma did not refrain from her harassive attitude and I was compelled to lodge a written complaint dated 13.01.2017 to the O C Matigara P S stating that Prema Sharma is causing serious disturbance in the construction and on several occasions have attempted to stop the construction work along with an extortive demand for money and apprehending that the said Prema Sharma may forcefully stop the construction work, I sought protection from the police.

Inspite of the aforesaid facts, I continued with the construction in the midst of perpetual obstruction and disturbance by the said Prema Sharma in order to satisfy her ego and to extract more benefits out of me from the construction literally forced me with threats and intimidation to alter/ revise the owners allocation as provided for in the Development Agreement of 2016. Unable to resist the continuous and unbearable pressure from the said Prema Sharma, her daughter, and their men and agents, I was unwillingly compelled to subjugate myself to her extortive demands resulting in revocation / cancellation of the Development Agreement of 2016 and simultaneous execution and registration of a fresh Development Agreement and said General Power of Attorney on the same day i.e., 27.01.2022. The fresh Development Agreement allotted an additional flat and parking space to the share of Prema Sharma apart from the three flats and one parking space that she was entitled to in the agreement of 2016. Such acts of said Prema Sharma is indicative of the fact that she taking advantage of being the owner of the land and the construction being more or less in the stage of completion, Prema Sharma exerted immense pressure upon me and I was forced to allot the additional flat and parking space to Prema Sharma from my share in order to complete the project and recover my cost and investment.

Even after allotting an extra flat and parking space to Prema Sharma, she continued her interference and disturbance in the construction and put me in fear as I am a resident of Patna

and do not belong to the locality where the construction was being made and on each and every occasion I had to succumb to the unlawful and illegal demands of Prema Sharma and her daughter which were outside the scope of our agreement. Prema Sharma from the very outset had the intension of alluring me to take up the project and once when I was knee deep in the project, she has coerced me into a disadvantageous position and with my investments being locked in the project, she could easily force me to meet her unlawfully extra demands outside the scope and purview of the registered instruments. The said Prema Sharma is bound by the Development Agreement and General Power of Attorney of 2016 and the Development Agreement and General Power of Attorney of 2022 have come into existence due to the coercion and undue influence inflicted upon me by the said Prema Sharma. The instruments of 2022 are nothing but sham documents and are the result of fraud, cheating, extortion, intimidation, etc.

The said Prema Sharma having come of age, her daughter has now stepped in and taken up the responsibility of harassing and disturbing me on daily basis. The daughter is physically restraining/ obstructing me, my labourers and maions and other workers from continuing with the finishing works if the flat. They have even forcefully occupied a flat without my consent and causing serious breach of peace on day to day basis. It would be pertinent to mention here that my potential customers who have booked flats in the building have to be given possession and registration immediately and they are imposing pressure upon me but due to the illogical and unlawful activities of the daughter of Prema Sharma, delay is being caused and I shall not be in a position to deliver the flats to my customers on time which shall cause huge loss to me by way of their punitive action. The dilatory tactics adopted by Prema Sharma and her daughters is with the sole malafide intension of delaying completion of project so that Prema Sharma and her daughters can intentionally use the damages clauses of the Development agreement once more with motives of extortion. The Advocate on behalf of the Prema Sharma has sent a notice dated 19.08.2024 whereby it has been informed that the General Power of Attorney of 2022 has been revoked/ cancelled coupled with a threat of cancellation/ termination of the Development Agreement of 2022.

I am compelled to state that my care-taker of the project, Rajen Regmi, son of Shankar Prasad Regmi in collusion and connivance with Prema Sharma, her daughter Sumita Sharma and husband of Sumita Sharma, have forcibly stopped my construction work and yesterday at about

01.00 pm, the said Prema Sharma, her daughter Sumita Sharma and Rajen Regmi threatened us using filthy language and physically assaulted my husband who is physically undisposed and such activity has caused severe fear and trauma to my husband. He also had to take medical assistance.

In the aforesaid circumstances, I am on the verge of collapse with my huge investment and reputation at stake, I am facing the diatribes from my potential customers and one of them has also served a notice upon me claiming damages and the stakeholders are also expecting their returns which they have invested in the project. On 06.09.2024, the said Rajen Regmi threatened me and my husband of dire consequences to our lives and property and when we sought for accounts from the said Rajen Regmi, his threats became severe as he has siphoned an amount more than Rs. 20 Lakhs which could be ascertained only after receiving the accounts from the said Rajen Regmi who has every chance of manipulating, fabricating, destroying of vital records of accounts and cashbook which is in his custody as my agent.

As such I request your kind intervention in the matter and take appropriate measures so that the perpetrators of offences are prosecuted in law and also ensure that I can proceed with the finishing works of the building.

Yours faithfully,

Niti Kumari

Smt. Niti Kumari

Wife of Shri Manish Lal,

Flat no A-1, ground floor,

Sharda paradise, Kashibari,

P.O. Salbari, Siliguri 734009.

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Copy to: The Commissioner of Police, Siliguri Police Commissionerate, Siliguri-734003