



P.S. Bhaktinagar Year 2025 FIR No. 132/25 Date 09.02.2025

Sections 316(2)/326(2)(a)/312(4)/13(5) of Cr.P.C., 2023

3. (a) Occurrence of offence : Day - Date From Since 2019 Date To 28.01.2025

(b) Information received at P.S. Date 09.02.2025 Time 1415 hrs.

(c) General Diary Reference : Entry No (s) 466 Time 1415 hrs.

4. Type of Information Written Written / Oral

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

(b) Address Haiderpara, Lala Laj Path Roy Road, u/n No-40, PS- Bhaktinagar Dist- Jalpaiguri

(c) In case outside limit of this Police Station, then the

Name of the P.S. - District -

6. Complainant / Informant :

(a) Name Smt. Shobha Sarkar

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

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

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

(f) Occupation -

(g) Address Haiderpara, Lala Laj Path Roy Road, u/n No-40, PS- Bhaktinagar Dist- Jalpaiguri

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

(Attach separate sheet, if necessary) : Dshri Anup Kumar Dey u/o Lt. Harital Dey of Goto Pal Sarani, Hakimpara, PO + PS- Siliguri, Dist- Darjeeling as well as Uthayon Complex, Mutigara, Dist- Darjeeling @ Shri Subir Saha u/o Shankar Saha @ Smt. Sreedikha Saha (Gruha Ray) u/o Subir Saha of 15 Raja Ram Mohan Roy Road, Hakimpara, PO+PS- Siliguri, Dist- Darjeeling @ Netai Das (Loan Agent).

8. Reasons for delay in reporting by the Complainant / Information

-

9. Particulars of properties stolen / involved (Attach separate sheet, if necessary) : Rs. 16,00,000/-

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 which is treated as FIR is attached herewith.

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- Lawang Dhangra to take up investigation / refused investigation / transferred to P.S. Bhaktinagar 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.

14. Signature / Thumb impression of the Complainant / Informant is on the written complaint.

15. Date & Time of despatch to the court :

DR No. 1065 Date 10/2/25
Bhaktinagar Police Station
SPC

Inspector In Charge
Signature of the Officer in Charge of Police Station
Name Sanku Prasad Dhangra
Rank : No. I/C- BHAKTINAGAR PS, SPC.

To
The Inspector-In-Charge,
Bhaktinagar Police Station,
Bhaktinagar, Dist. Jalpaiguri.

Dated: 08/02/2025

Sub:- F.I.R.

Respected Sir,

With due respect I, **SMT. SHOBHA SARKAR**, Wife of Sri Subrata Sarkar, Resident of Haider Para, Lala Raj Path Roy Road, Ward No. 40 of S.M.C., Siliguri, P.S. Bhaktinagar, Dist. Jalpaiguri, would like to lodge this written complaint before your good authority to the effect that I am a housewife and my husband namely Sri Subrata Sarkar is a Serviceman (Temporary Basis) and he has been working in the Department of Indian Post, Subhas Pally Branch, Siliguri, as a Group - D Staff and out of said sole source of income of my husband, he has been maintaining us properly.

Sir, in course of his said service, he has decided to purchase a residential flat in the joint name of myself and my husband for our smooth residential purpose and to that effect, we were searching a suitable residential flat at Siliguri as well as the surrounding area of Siliguri and in course of our searching, we have met with one **SRI ANUP KUMAR DEY**, Son of Late Hiralal Dey, Resident of Gosto Pal Sarani, Hakim Para, Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin: 734001 as well as available at Uttaryan Complex, Matigara, Dist. Darjeeling, and at the time of acquaintance with said Sri Anup Kumar Dey, he introduced himself as a Civil Engineer and he has been running on a business of Promoter/Developer under the name and style as "M/s. Marbelous and he also induced us by saying that being a Promoter/Developer, he knows several vendors who are interested to sale their residential flat in that locality and also assured us that he will definitely provide us a suitable property in a reasonable price and on being induced by his such type of systematic words, we have also agreed to purchase a residential flat through the said Civil Engineer namely Anup Kumar Dey who acted as a Broker and accordingly, said Anup Kumar Dey showed a residential flat to us in the Ground Floor of a Three Storied Building situated at Haider Para, Lala Raj Path Roy Road, Ward No. 40 of S.M.C., Siliguri, P.S. Bhaktinagar, Dist. Jalpaiguri and initially, said Anup Kumar Dey has taken a sum of Rs. 2,00,000/- (Rupees Two Lakhs) only from me on 29/06/2019 against a proper money receipt and my husband as Token Money but after elapse of few days, said Anup Kumar Dey came to us and told us that due to some unavoidable circumstances, he could not arrange to transfer the said flat in our favour and he again started to induce us by saying that he knows the owners of another flat situated in the Second Floor of the same

Shobha Sarkar

2

building and also stated that they are also willing to sale their said flat and at that time, he will definitely arrange the said flat.

Sir, in order to grow our confidence, said Anup Kumar Dey disclosed before us that one **SRI SUBIR SAHA**, Son of Shankar Saha and his wife **SMT. SREELEKHA SAHA (GUHA ROY)**, Wife of Sri Subir Saha, both are resident of 15, Raja Ram Mohan Roy Road, Hakim Para, Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling, are the actual owners of a Flat measuring 550 Sq. Ft., including Super Built-Up Area, situated at the Front Side of the Second Floor of a Three Storied Building, together with the proportionate share of land measuring 5 Kathas, appertaining to and forming part of R.S. Plot No. 170 corresponding to L.R. Plot No. 300, recorded in R.S. Khatian No. 477/1 corresponding to L.R. Khatian No. 319, of Mouza - Dabgram, J.L. No. 2, bearing Holding No. 646/3633 of Ward No. 40 of S.M.C., Siliguri, under the Jurisdiction of Police Station - Bhaktinagar, Dist. Jalpaiguri and they have acquired the said flat by virtue of a Deed of Sale, executed by Smt. Kanika Das and three others, duly represented by their Constituted Attorney namely Anup Kumar Dey and the same was registered in the Office of the A.D.S.R. - Bhaktinagar, Dist. Jalpaiguri, being Document No. 2239 for the year 2018.

That believing his said version to be true, we have agreed to purchase the said property from said Subir Saha and Sreelekha Saha (Guha Roy) through said Anup Kumar Dey and the total consideration value of the said flat has been fixed at Rs. 14,00,000/- only and accordingly, one Deed of Agreement for Sale (Bainanama) was prepared and executed on 31/07/2019 amongst me & my husband as the First Party/Purchasers and said Subir Saha & Sreelekha Saha (Guha Roy) as the Second Party/Vendors and at the time of execution of the said agreement, we have paid and transferred a sum of Rs. 2,00,000/- (Rupees Two Lakhs) only to the actual owners of the said flat and they have also assured us that their said property is free from all encumbrances and charges whatsoever and they shall execute a proper Deed of Sale in our favour within a period of 06 months after receiving the balance consideration amount of Rs. 12,00,000/- only.

That accordingly, in order to purchase the said property within the stipulated period as prescribed in the said Deed of Agreement for Sale (Bainanama), I along with my husband have jointly applied for home loan of Rs. 12,00,000/- only through an Agent namely **NITAI DAS** of LIC Housing Finance Ltd., Jeevan Deep Building, Ground Floor, Sevoke Road, Siliguri and accordingly, a loan of Rs. 12,00,000/- only was sanctioned in our favour vide Loan Account No. 211400005553 and two separate CMS Disbursement Cheques, out of which, one Cheque being No. 282332, Dated: 12/10/2019, for the amount of Rs. 6,00,000/-

Shobha Sarkar

only was issued in the name of Sreelekha Saha Guha Roy, having A/C No. 38199341612 of State Bank of India, and another Cheque being No. 282333, Dated: 12/10/2019, for the amount of Rs. 6,00,000/- was issued in the name of Subir Saha, having A/C No. 4001231030033818 of Uttar Banga Gramin Bank and said Nitai Das in connivance with said Subir Saha, Sreelekha Saha Guha Roy and Anup Kumar Dey, has handed over the said two cheques in their favour without taking any prior permission from us and they have also received and acknowledged the said amount against the said flat and told us that they will execute a proper Deed of Sale with respect to the said flat in our favour within a very short period.

Sir, after receiving the remaining amount of Rs. 12,00,000/- only from us against the said flat, said Subir Saha and Sreelekha Saha Guha Roy, have handed over the said flat in our favour and since then, we have been occupying, possessing and enjoying the said flat in our actual khas and physical possession but they did not execute any Deed of Sale with respect to the said flat in our favour inspite of our repeated request and demand and on contrary, they have delayed and neglected the same on different pretext and said Subir Saha, Sreelekha Saha Guha Roy as well as said Anup Kumar Dey always assured us that they will execute a proper Deed of Sale with respect to the said property in our favour but till date, they did not execute the same and as and when, we have asked about the execution of the said Deed of Sale, they stated us that as they have already handed over the said property in our possession, there is no urgency to register the same immediately and induced us by saying that we can enjoy and possess the said property peacefully without any hindrance and we being a layman, have induced by them day by day.

Sir, suddenly on 28/01/2025, some Representative of Tata Finance Co. Ltd. accompanied with some police personnel, have entered into our said flat and asked us to vacate the said flat immediately and when we asked them about the reason, the Representative of Tata Finance Co. Ltd., have informed us that the owners of the said Flat namely Subir Saha and Sreelekha Saha Guha Roy, have borrowed loan after mortgaging the Flat with their financial institution and the borrowers have deliberately failed to repay the loan amount to their financial institution and hearing the said fact, when we informed them that the owners of the said flat have assured us that the said flat is free from all encumbrances and against the same, they have already received a sum of Rs. 14,00,000/- only from us, the Representative of Tata Finance Co. Ltd. stated us that we have been cheated by them and as we have no right, title and interest over the said flat till date, we have to vacate the said flat in favour of the financial institution and for which, we have been ousted from the said flat on the very

Shobha Sarkar

same day, leaving our entire belongings and household articles in the said flat.

Immediately after the said incident, we have tried to communicate with said Subir Saha, Sreelekha Saha Guha Roy as well as said Anup Kumar Dey, who have induced us to purchase the said flat by suppressing the fact that the said flat has been mortgaged with a financial institution but they did not make any response to that effect and when we made protest against their such type of illegal activities and also asked them to return the entire entrusted amount of Rs. 14,00,000/- only to us, they became furious and flatly refused to return the said amount to us and **thereby, they have misappropriated the entire amount of Rs. 14,00,000/- for their wrongful and illegal gain and the said Civil Engineer namely Anup Kumar Dey who acted as a Broker, has also tried to relinquish his liability from the said act though, he being a Civil Engineer, since very inception, induced us to purchase the said flat with some false assurance and thereby, said Anup Kumar Dey, Subir Saha, Sreelekha Saha Guha Roy and Nitai Das in connivance with each other, have cheated and deceived us and misappropriated the entire amount of Rs. 14,00,000/- only for their wrongful and illegal gain and they have also prepared some forged documents in order to show that the said flat is free from all encumbrances and charges whatsoever and converted some forged documents into a valuable security with an intention to misappropriate our hardest money and thereby, deceived and cheated us in a preplanned manner.**

I, therefore, request you to investigate into the matter and please take strong legal action against said **Anup Kumar Dey, Subir Saha, Sreelekha Saha Guha Roy and Nitai Das** as per the relevant provision of law and oblige thereby.

Your early action is highly solicited.

Thanking you,

Yours Faithfully

Shobha SARKAR

(SMT. SHOBHA SARKAR)
Mobile No. 89449-39947

*Received on 09-02-2025 at 1415 hrs Vide
GDENo- 466 dt: 09-02-2025 and start
Bhaktinagar PS Case No- 132/25 dt: 09-02-25
u/s- 316(2) 336(2) (3) 318(4) 3(5) of BNS, 23
and endorse to SI Lawang Bommoyon for investigation.*

[Signature]
09.2.25

Inspector-In-Charge
Bhaktinagar Police Station
Siliguri Police Commissionerate