

FIRST INFORMATION REPORT

(Under Section 154 Cr. P.C.)



608

At Siliguri on year 2025
 2023 Sections 318 (4) / 336 (3) / 340 (2) / 61 (2) FIR No. 303/25 Date 03/04/25

(i) Sections _____ (ii) Others Acts & Sections _____
 3. (a) Occurrence of offence Day _____ Date From 01/10/24 Date To 08/10/24
 Time Period _____ Time From _____ Time To _____

(b) Information received at P.S. Date 03/04/25 Time 14:25 hrs

(c) General Diary Reference: Entry No. (s) 140 Time 14:25 hrs

4. Type of Information Written (typed) _____ Written / Oral _____

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

(b) Address Global Motocorp Ltd. Siliguri

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

6. Complainant / Informant:

(a) Name Ganjam Prakash

(b) Father's / Husband's Name _____

(c) Date / Year of Birth _____ (3) Nationality Indian

(e) Passport No. _____ Date of Issue _____ Place of Issue _____

(f) Occupation Director, Ishan Snow Pvt. Ltd.

(g) Address Fulbari - Ghoshpukur Bypass Road, Kanti Nagar, Durgachang

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

(Attach separate sheet, if necessary):

① Kunal Agarwal (Partner of Global Motocorp Ltd.)

② Shubhanga (Sales Associate) ③ Sanjay (Sales Head)

④ Vallabh Kedar Gupta ⑤ Rabin Kishor Jais

⑥ Priyush Shankar Das Anand

⑦ Sauma Krishnadas Chellara ⑧ Jan Bures (Director

of Skoda Auto Volkswagen India Pvt. Ltd.)

8. Reasons for delay in reporting by the Complainant / Informant _____

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

Skoda Kodiaq L24 AT vehicle bearing Reg. no-

WB 74 BU 6086

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 typed complaint which is

quoted 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 S.I. Section Adhikary _____ to take up

investigation / refused investigation / transferred to P.S. _____ 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 _____

15. Date & Time of despatch to the court: _____

Signature of the _____ 03/04/25

Name: SK. Prakash Chatterjee

Rank: No. 25 for 04/04/25

Rank: No. 25 for 04/04/25

Date: 12.03.2025

To,
The Inspector Incharge,
Bhaktinagar Police Station
Siliguri
Pin Code-734004

Subject: COMPLAINT AGAINST MR. KUNAL AGARWALA, (DESIGNATED PARTNER AT GLOBAL MOTOCORP LLP)(HEREINAFTER REFERRED AS ACCUSED NO.1) AND EMPLOYEES OF ACCUSED NO.1 NAMELY MR. SHUBHAYU (DESIGNATED SALES ASSOCIATE) (HEREINAFTER REFERRED AS ACCUSED NO.2) AND MR. SANJAY (DESIGNATED SALES HEAD)(HEREINAFTER REFERRED AS ACCUSED NO.3) AND MR. VALLARI KEDAR GUPTA, MR. NALIN NIRMAL JAIN, MR. PIYUSH SHAILENDRA ARORA, MR. SARMA KRISHNADAS CHILLARA, MR. JAN BURES, DIRECTOR OF SKODA AUTO VOLKSWAGEN INDIA PVT. LIMITED, (HEREINAFTER COLLECTIVELY REFERRED AS ACCUSED NO. 4) INTER ALIA COMMITTING THE OFFENCES OF 'CHEATING' AND 'CRIMINAL BREACH OF TRUST' UNDER SECTIONS 318(4), 336(3), 340(2), 3(5), 61(2) OF BNS 2023, TO THE COMPLAINANT MR. GAUTAM PRAKASH, DIRECTOR OF 'ISHAN SNAX PVT. LTD' THEREBY FRAUDULENTLY MISAPPROPRIATING AN AMOUNT OF RS. 42,30,414/- RUPEES FORTY-TWO LACS, THIRTY THOUSAND FOUR HUNDRED FOURTEEN ONLY).

Dear Sir/Madam,

That the present complaint is being filed on behalf of Ishan Snax Pvt. Ltd engaged in manufacturing snacks etc., through its authorized representative and one of the Directors namely Mr. Gautam Prakash, having its registered office at Fulbari- Ghoshpukur Bypass Road, Kantivita, Darjeeling. West Bengal-734434 (hereinafter referred to as "Complainant") for registration of FIR against the accused persons for commission of offences under sections 318(4), 336(3), 340(2), 3(5), 61(2) of Bharatiya Nyaya Sanhita, 2023 mentioned as hereinbelow:

1. Mr. Kunal Agarwala, (Designated Partner at Global Motocorp LLP)(hereinafter Referred as Accused No.1)
2. Mr. Shubhayu (Designated Sales Associate & Employees of Accused No.1 Mobile no. +919635478039) (hereinafter referred as Accused No.2)
3. Mr. Sanjay (designated sales head & Employees of Accused No.1 Mobile no. +917557028260) (hereinafter referred as Accused No.3)

4. Mr. Vallari Kedar Gupta, Mr. Nalin Nirmal Jain, Mr. Piyush Shailendra Arora, Mr. Sarma Krishnadas Chillam, Mr. Jan Bures, directors of Skoda Auto Volkswagen India Pvt. Limited, (hereinafter collectively referred Accused No. 4)

It is a case where the Complainant was trapped by the accused persons in relation to sale of a vehicle "Skoda Kodiaq L&K AT bearing registration number WB 74BU 6006" (hereinafter referred to as the "vehicle"). The Complainant was firstly induced by the velvety promises and assurances regarding the model, year of manufacturing and other superior qualities being possessed by the abovesaid vehicle on 16.09.2024.

It is to be informed that abovenamed accused persons under conspiracy and connivance have willfully and knowingly induced the Complainant for purchase of a vehicle which had been manufactured in the year 2023, but this information knowingly and wilfully concealed by the accused persons, which had induced the Complainant to purchase the vehicle as the Complainant was made to believe that the vehicle had been manufactured in the year 2024.

The Complainant had met with one of the employees of Mr. Kunal Agarwala, (designated partner at Global Motocorp LLP) namely the designated sales associate Mr. Shubhayu (hereinafter referred as Accused No.2) and designated Sales Head Mr. Sanjay(hereinafter referred as Accused No.3), who had dishonestly and fraudulently induced the Complainant to purchase the vehicle under false pretext which was later reaffirmed by Mr. Kunal Agarwala on the date of purchasing the vehicle i.e. 01.10.2024, which led Complainant to believe that the vehicle had been manufactured in the year 2024. These abovementioned accused persons are working under the aegis of Accused No.4, whose directors are involved in the day-to-day management and affairs of the company. Accused No.1, being the franchise holder of Accused No.4, is liable to provide the details of the vehicles along with the prices to the **Key Managerial Personnel** of the Company which includes the aforementioned directors, who had condoned the collective acts of Accused No.1, Accused No.2 and Accused No.3, who had not only provided false information to the bank against which the loan was sanctioned but also had the policy documents of the vehicle issued under conspiracy with intention to cheat the Complainant by providing forged papers supported by false statements in order to get it sold as a vehicle manufactured in 2024, only with intention to defraud the Complainant. Hence, the vehicle sold to the Complainant is an illegal and unlawful sale and the insurance of vehicle is void in as much as the insurance was taken under false information along with the car loan which was disbursed on the premise of the proforma invoice containing obfuscated and concocted information. These criminal and incriminating acts prima facie constitute cognizable offences committed by the abovenamed accused persons.

That Accused No. 1 is a company registered under the Companies Act, 2013 and is running business under the name and style of "Global Motorcorp LLP" which is a Limited Liability Partnership, and the said business venture is being managed by Mr. Kunal Agarwala and Kishore Kumar Mahanta, who have

been working as designated partners in the said business venture of Accused No. 1, which has been operating across the country including the city of Siliguri, West Bengal, whose employees who were directly involved in commission of the offences as the false statements which were not only corroborated but also reaffirmed by Mr. Kunal Agarwala.

That Accused No.2 and Accused No.3 are the employees working at Global Motorcorp LLP namely Mr. Shubhayu and Mr. Sanjay at the positions of Designated Sales Associate and Designated Sales Head, who were directly involved in commission of the offences as the false statements had directly induced the Complainant to purchase the vehicle, which was mis presented as a vehicle manufactured in the year 2024. That Accused No.4 is 'Skoda Auto Volkswagen India Private Limited' having registered address of Skoda Auto Volkswagen India at E -1, MIDC Industrial Area Phase-III, Village Nigoje, Mhalunge Kharabwadi, Tal. Khed, Chakan, Pune, Maharashtra, India-410501, running its business through its Directors/Officials Mr. Vallari Kedar Gupte, Mr. Nalin Nirmal Jain, Mr. Piyush Shailendra Arora, Mr. Sarma Krishnadas Chillara and Mr. Jan Bures, who are responsible for its operation across the country. It is Accused No.4, who are overall responsible for the operation of 'Skoda Auto Volkswagen India Private Limited' including the grievances/complaints regarding the quality of the vehicles being sold through the franchisee of Accused No.1, throughout India. The Complainant had tried to reach Accused No.4 vide email dated 23.11.2024, for lodging a complaint to report the underhanded and dubious practice of Accused No.1 to Accused No.3, but there was no appropriate response from the side of the management of Accused No.4, and now Accused No.4 is responsible for the acts of their franchisee i.e. Accused No. 1 which include offences of forgery, cheating and misrepresentation with the intention to deceive for wrongfully gaining benefit.

It is informed by the Complainant that after conducting an online search came to know about the franchise of Accused No.4 being operated by Accused No.1, after which the Complainant decided to purchase a vehicle for its official purposes, and accordingly approached Accused No.1 for purchasing a new vehicle with the caveat that the vehicle must be the top most vehicle which had been newly manufactured in 2024. However, representatives and employees of Accused No.1, duped and cheated the Complainant by selling a vehicle manufactured in the year 2023, by misrepresenting the fact that the same was manufactured in the year of 2024, and thus induced our client to purchase the subject vehicle.

It is further informed that Complainant had first met with Accused No.2, the designated sales associate regarding the needs and specifications required by the Complainant, which was duly acknowledged by Accused No.2, who had assured the perfect car which matches the description and the requirements expressed by the Complainant, was present in Skoda Kodiaq L&K AT (hereinafter referred as vehicle). The Complainant was satisfied by the suggestion of Accused No.2, who provided complete details about the vehicle, including its features and specifications. The designated sales associate had assured the Complainant that the vehicle was readily available for sale. Later on, Accused No.2 had introduced the

Complainant to Accused No.3, the designated Sales Head, who had reaffirmed the statements made by Accused No.2 that the vehicle was the perfect fit for the requirements expressed by the Complainant, as it was asserted that the vehicle had been manufactured in the year 2024. The designated Sales Associate and designated Sales Head had categorically assured the Complainant that, as an authorized dealer of Accused No.4, Accused No.1 only had vehicles manufactured in 2024 available for sale. The Complainant, on being satisfied with the assertions made by the employees of Accused No.1, had taken a test drive of their test vehicle. The Complainant had reiterated concerns regarding the specifications of the vehicle as the vehicle was being purchased for the official purposes of Complainant's company, to which a consistent stand had been taken by Accused No.2 and Accused No.3 that the vehicle had been manufactured in the year 2024. After being convinced by the blatant false and misleading statements intentionally made to cheat the Complainant, the Complainant met with the representative of Union Bank of India namely **Mr. Prasanjit Ghose** on 21.09.2024 in order consider options for financing the vehicle, wherein the loan was sanctioned to the Complainant against the proforma invoice issued by the Accused No.1 which did not document the year of manufacturing of the vehicle as 2023. Additionally, designated sales associate had emphasized that Accused No.1, being a reputed car dealership, would provide the best services and maintain the highest standards in terms of quality assurances and commitments. The Complainant was persuaded to purchase the vehicle based on these false assertions, which were only made with the intention to dispose of a vehicle that had been lying in the showroom of Accused No.1.

It is further informed that Complainant had received the financing from Union Bank of India based on these obfuscated statements made in the proforma invoice issued by Accused No.1, which remained an undisclosed fact even at the stage of purchasing the vehicle. Thus, relying on these assurances, the Complainant had proceeded with the purchase of the vehicle bearing registration number **WB 74BU 6006**, wherein total payment made was **₹42,30,414 (Rupees Forty-Two Lakh Thirty Thousand Four Hundred Fourteen only)**, out of which included **₹38,87,490 (Rupees Thirty-Eight Lacs Eighty Seven Thousand Four Hundred Ninety Only)** as per the Tax Invoice dated 01.10.2024, and the balance towards registration, road tax, and insurance charges, where the payment of the vehicle was made by **28.09.2024**. Subsequent to which the car dealership run by Accused No.1 had also provided insurance to the Complainant on **29.09.2024** and the main tax invoice was issued by the dealership and franchise of Accused No.2 on **01.10.2024**.

It is informed that the Complainant had accepted the vehicle delivered by Accused No.1 on **08.10.2024** after making the full and final payment on **01.10.2024**, based on the assurances and promises made by employees and representatives of Accused No.1 and following the Complainant's specific requirements. However, to the Complainant's utter dismay, the vehicle turned out to be faulty from the very date of delivery. It had to be taken to Accused No.1's workshop for repairs on the day of delivery itself i.e. **08.10.2024**. When the Complainant was later informed that the vehicle had been repaired and was ready for collection, another

issue had surfaced; this time, the vehicle emitted unusual noises while being driven on the road. This series of problems with a newly purchased vehicle was both frustrating and disappointing for the Complainant. Consequently, the issue was reported to Accused No.1's service advisor, **Mr. Saikat Saha** (Mobile no. +919073916249) who assured the Complainant that the problem could be resolved by overhauling the suspension and repairing the shock absorber. Despite this assurance, the Complainant was deeply distressed, as driving such a vehicle posed significant safety risks. This concern was duly communicated to officials of Accused No.1. However, employees and representatives of Accused No.1 downplayed the severity of the problem, describing it as minor and easily fixable. This raised suspicions for Accused No.1, who began investigating the vehicle's background by reviewing relevant documents. To Complainant's shock and disbelief, it was discovered that the vehicle delivered was an older vehicle manufactured in 2023, rather than manufactured 2024 as claimed. The vehicle not only had multiple manufacturing and structural defects but had also caused persistent issues since delivery. From the outset, the Complainant repeatedly requested a thorough examination of the vehicle to identify and resolve these problems. Initially, these requests were ignored by the service head **Mr. Saikat Saha**. Eventually, however, employees and representatives of Accused No.1 had agreed to conduct a full diagnostic inspection of the vehicle. Following this inspection, a detailed diagnostic report was emailed to Complainant by designated sales associate of Accused No.1 namely **Mr. Saikat Saha**. Despite these efforts, the problems persisted and a request was made to test drive the vehicle. Currently, the vehicle remains at Accused No.1's workshop for repairs.

During a test drive conducted by Accused No.1's team, the vehicle sustained additional damage when it met with an accident which required repair and repainting. This necessitated the vehicle again being sent to the Accused No.1's service center, further compounding the Complainant's frustration and inconvenience. The repeated issues, coupled with the discovery of Accused No.1's misrepresentation regarding the vehicle's manufacturing year, had deeply eroded the Complainant's trust and confidence in Accused No.1 and its employees and representatives.

It is informed that the Complainant's suspicions were confirmed when the Complainant received a copy of the **Registration Certificate** from the **Government of West Bengal**, which stated that the vehicle's manufacturing date was **July 2023**. This revelation clarified numerous doubts, exposing the fact that a defective vehicle—rejected and lying in Accused No.1's showroom—had been sold to the Complainant under the false pretense that it was manufactured in 2024. The vehicle in question, bearing registration number **WB74BU6006**, had only recorded a few kilometers on the odometer but has repeatedly been sent to Accused No.1's workshop due to inherent manufacturing defects. These issues include structural and internal deficiencies, necessitating multiple visits to the workshop starting from the day of delivery. This strongly substantiates the Complainant's claim that the vehicle, manufactured in 2023, was misrepresented as a 2024 model and sold as a new, defect-free unit.

Additionally, it is important to note that the bank loan sanctioned for the purchase of this vehicle now carries potential legal complications for the Complainant as employees and representatives of Accused No.1 had obfuscated the vehicle's details in the proforma invoice provided during the loan application process. This led the Bank to assume that the vehicle was manufactured in 2024. By inaccurately stating and misleading the details of the vehicle the Accused No.1 has not only misled Complainant but also deceived the bank into approving the loan based on false information. Such actions constitute a serious criminal offense under existing laws. The incorrect proforma invoice submitted to the bank, which omitted the true details of the vehicle's manufacturing year, has led to the bank being misled into believing that the vehicle was manufactured in 2024. This deliberate act of misrepresentation and fraud by employees and representatives of Accused No.1, is a clear violation of both criminal and consumer protection laws and will have significant legal ramifications.

Moreover, the vehicle has been in the repair shop since 23.11.2024 and there has no recent update or response from the side of the Accused No.1 nor Accused No.4, who were informed about the fraudulent activities being conducted by Accused No.1, being the franchise holder and authorized car dealer of Accused No.4. Thus, the actions of Accused No.1 and their employees who were hands in gloves with one another were endorsed by directors of Accused No.4 as no action had been taken by Accused No.4 to investigate into the fraud committed by Accused No.1, not only with the Complainant but also with the **Union Bank of India** which had sanctioned the loan along with the **Insurance Company** who had provided insurance for the vehicle purchased by the Complainant, as there had been dissemination of false information at every such stage with the intention to cheat the Complainant and to deceive these intermediary organizations.

That employees and representatives of Accused No.1 have not only defrauded Complainant but has also acted with mala fide intention while issuing a third-party insurance policy dated 29.09.2024, as the Motor Insurance Service Provider for the insurance company. This policy was issued based on false assertions made by Accused No.1, including the designated sales associate. Consequently, the insurance policy is rendered fraudulent and void *ab initio*, making the vehicle effectively uninsured due to the falsehood regarding its particulars. It is well-established law that any claim filed by the Complainant under such a policy, based on falsified information, would result in the denial of coverage in the event of an accident. This situation leaves the Complainant in a precarious position, effectively without valid insurance for the vehicle. Every motor vehicle owner in India must have a valid insurance policy for their vehicle. Driving without valid insurance is a punishable offence under the Motor Vehicle Act, 1988.

Moreover, such actions by employees and representatives of Accused No.1 constitute cognizable offenses under the BNS, 2023 (formerly the IPC, 1860) and fall squarely within the ambit of insurance fraud. It is

further noted that as a Motor Insurance Service Provider, Accused No.1 issued an insurance policy dated 29.09.2024, falsely claiming that the vehicle's manufacturing year was 2024. This misrepresentation not only underscores the fraudulent intent of Accused No.2 and its employees and representatives but also provides an additional cause of action for legal recourse against these deceptive practices.

That Accused No.1 has not only been engaged in fraud and misrepresentation by inducing Complainant to purchase a defective vehicle but has also committed further violations while acting as a Motor Insurance Service Provider. These actions are punishable under the law, as they invalidate the insurance contract due to the deliberate misrepresentation of facts. By intentionally recording false information in the insurance policy—specifically, representing the vehicle's manufacturing year as 2024, employees and representatives of Accused No.1 have acted with mala fide intention to defraud. This misrepresentation stands in direct contradiction to the Certificate of Registration issued by the Government of West Bengal, which unequivocally confirms that the vehicle was manufactured in 2023. Such deliberate falsification not only vitiates the insurance contract but also exposes Accused No.1 to the liability for damages arising from this fraudulent act. These actions are a grave violation of trust and legal obligations, warranting appropriate remedies under the law.

It is further stated that the Complainant further states that Accused No.1 & Accused No.4 have caused an incalculable loss of trust, leaving Complainant completely devastated by these events. It is beyond Complainant's comprehension how Accused No.1, as an authorized dealer of Accused No.4, could resort to such dubious and unethical methods to sell the subject vehicle. The mental harassment and fraudulent activities committed by Accused No.1 are equally attributable to Accused No.4, given that Accused No.1 operates under the direct logistical and operational support of Accused No.4. From a legal and practical perspective, Accused No.1, as a franchise of Accused No.4, acts as an extension of Accused No.4. Consequently, the fraud and misrepresentation committed by employees and representatives of Accused No.1 are, by implication, deemed to have been committed by Accused No.4 as well. Moreover, the duplicitous conduct of the higher officials of Accused No.1, who deliberately defrauded Complainant for financial gain, has directly and indirectly tarnished the reputation of Accused No.4. These actions not only harm the market standing and public image of Accused No.4 but also erode the trust of customers in the brand represented by both the Accused. Such damage to the company's reputation and customer confidence is an inevitable consequence of the fraudulent practices undertaken by Accused No.1 under the aegis of Accused No.4.

It is to be informed that the whole case deserves thorough investigation to bring out the involvement of true perpetrators and executors of crime, particularly, falsified information which led to disbursement of loan by Union Bank of India, followed by issuance of an insurance policy by Accused No.1, being the MISF,

which was completely fabricated and concocted as the year of manufacturing of the vehicle was mentioned as 2024, whereas in reality, the vehicle was manufactured in 2023.

Under the aforementioned facts and circumstances, it is my humble request that the circumstances which caused the criminal acts being committed by Accused No. 1 to 3 along with Accused No.4 in respect of sale of "Skoda Kodiaq L&K AT bearing registration number WB 74BU 6006". These accused persons had closely acted in unison and in close conspiracy and complicity with one another to commit a crime of this magnitude where high value car had been sold out under completely falsified information for the purpose of wrongful gain from the Complainant. So much so, that the audacity of the accused persons can also be evident that the accused persons had provided utterly misleading details to the Public Undertaking Bank as well as the Insurance Company.

Against this background, it is imperatively required that a broad-based criminal investigation may be initiated against the perpetrators of the crime in order to find out all the interrelated dots among the accused persons. It is a matter of fact that all accused persons are interrelated and are being operated with sole object to benefit Accused No.1 & Accused No.4. It is to be informed that the all the ingredients of the aforementioned sections are being made out against the accused persons for instance: offence of cheating, fraudulent acts of commission and omission amounting to misappropriation and criminal breach of trust.

Therefore, I beg to beseech your good self these abovementioned criminals may be brought to justice and severe punishment may be handed out to the abovenamed accused persons.

Thanking you,

Yours sincerely

For Ishan Snax Pvt. Ltd.

Kantam Pralab

Director,

Mobile no. 9002689400

Kantivita, PS- Phansidewa

Dist- Darjeeling

Enclosures :

1. Copy of Certificate of Registration from the Government of West Bengal
2. Copy of Insurance Policy made by Accused No.1 Kunal Agarwala acting as MISP
3. Copy of Insurance policy issued by Bajaj Allianz General Insurance Co. Ltd.
4. Copy of Receipt issued by the Siliguri ARTO, West Bengal
5. Copy of proforma invoice sent to The Union Bank of India
6. Copy of the Tax Invoice
7. Copy of Debit Note issued by Global Motorcorp LLP franchise of Skoda Volkswagen India Pvt Ltd

Received on 03/04/25 at 14:25 hrs with GDE
no- 140 and started Bhadrakanta PS
Case no- 303/25 Dtd- 03/04/25 Cols 315(2)/331(2)
340(2)/61(2) BM, 2023 and endorsed to SI
Section Adhikary for its investigation.

03.04.25
Inspector-in-Charge