

FIRST INFORMATION REPORT

1037

First Information of a cognizable crime reported under section 154 Cr P.C at PS

1. Dist. Purulia. Sub Divn. Manbazar PS. Pancha Year 2017 FIR No. 52/17 Date 07/12/17

2. i) Act. S.P.C Sections 420 ii) Act. Sections

iii) Act. Sections iv) Other acts & Sections

3. a) General Diary Reference Entry No. 270 Time 16:45 hrs.

b) Occurrence of Offence: Day since 20/11/17 Date Time

c) Information received Date 07/12/17 Time 16:45 hrs G.D No. 270 at the P.S.

4. Type of Information: Written/Oral written court complaint.

5. Place of Occurrence: a) Direction and Distance from PS North - East 8 KM.

b) Address Vill - Bodra, P.S - Pancha, Dist - Purulia.

Beat No. Anchal - V

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

6. Complainant / Informant:

a) Name Tarak Nath Mukherjee

b) Father's / Husband's Name Not noted

c) Date / Year of birth Not noted d) Nationality Indian.

e) Address Vill - Bodra, P.S - Pancha, Dist - Purulia.

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

(Attach separate sheet, if necessary):

① Reliance Jio Infocom. Ltd authority, having registered office Ambuja Eco space, Rahatet, Block 3D Kolkata - 700156.

② Arghya Chakraborty a resident of Subhas Park Road, near Income Tax office, P.S - Pancha, Dist - Purulia.

8. Reasons for delay in reporting by the complainant/informant It is a court complaint.

9. Particulars of preliminary enquiry conducted (Attach separate sheet, if required): N.A.

10. Total value of properties stolen/involved:

11. Inquest report / D. Case no, if any: N.A.

12. FIR Contents: (Attach separate sheets, if required)

The original written court complaint which is treated as FIR is attached herewith / reproduced overleaf.

File on 7/12/17

13. Action taken: Since the above report reveals commission of offence(s) viz 420 S.P.C.

registered the case and took up the investigation directed SI Tapan Kr. Majumdar to take up the 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.

File on 7/12/17

Signature of the Officer-in-Charge, Police Station with

Name BISWASIT BANERJEE

Rank SI of Police

Number if any of Pancha PS

Signature/Thumb impression of the Complainant/informant on original complaint.

File on 7/12/17



Tarak Nath Mukherjee

Barid Baran Ruhidas  
Somenath Mukherjee

In the Court of the Chief Judicial Magistrate, Purulia.

Misc. Petition Case No. 176/2017

**Name & Address of the Complainant:**

Tarak Nath Mukherjee a resident of village & P.O. Badra, P.S. Pancha, Dist- Purulia.

**Name & Address of the Accused persons:**

- (1) Reliance Jio Infocomm Ltd., having its registered office Ambuja ECO Space, Rajarhat, Block-3B, Kolkata-700156,
- (2) Arghya Chakraborty, a resident of Subhas Park Road, Near Income Tax Office, P.O. & P.S. Purulia, Dist- Purulia.

**Date of Occurrence:** on 29/05/2017 corresponding to 14<sup>th</sup> Jaisthya 1424 B.S.

**Under Section:** 420 I.P.C.

**Name of the witness:**

- 1) Tarak Nath Mukherjee (Complainant)
- 2) Barid Baran Ruhidas son of Ledem Ruhidas
- 3) Meghnath Sahis son of Adal Sahis
- 4) Somenath Mukherjee son of Sunil Mukherjee and Others



*Handwritten signature and date: 10/11/11*

All resident of village & P.O. Badra, P.S. Puncha, Dist-  
Purulia

The above name complainant begs to state as follows:

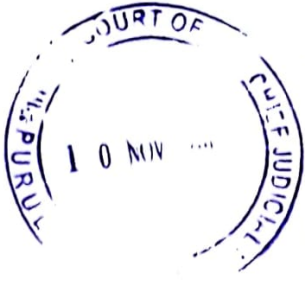
- 1) That the complainant is the rightful owner and legal possessor of a piece of land situated at mouza Badra under P.S. Puncha recorded as R.S. plot no. 1312 area 10 decimals as is possessing the same since the date of his purchase.
- 2) That the accused persons are approach the complainant for giving the land in the name of the company i.e. accused no-1 on lease , after due negotiation the company agreed to pay Rs. 4,500/- per month as rent to the complainant and at the time of one lease deed was prepared. It represented before the company by the accused no-2 the authorized persons of the company with runs a office at Purulia Town in the name of the company after due investigation of the plot and after being satisfied prepared the said agreement deed. He also represented that the said company shall erect on Transmission Tower/ Pole over the land and the lease Agreement shall be continued for 30 days.



Tower with number

Mr. Chandra  
10/11/91

- 3) That after execution of lease deed the company has taken possession of the land in question and also represented that they will erect the Tower very soon.
- 4) That in the lease deed it is also agreed by the company that they will go on paying Rs. 4500/- per month regularly with the 1<sup>st</sup> week of each English calendar year. It is also agreed that there is any dispute three month advance written notice assigned with specific reason to be served upon the complainant and that if those arose by dispute it should be placed of the Arbitrator.
- 5) That the complainant one bonafide impression and on good faith entered in to the lease agreement and delivery of possession of the land to the company but since then till today the accused person did not pay any filling toward the rent for lease when the complainant requested for payment then the accused persons differed the matter on various pretext.
- 6) That thereafter the complainant from a very reliable sources came to know that the accused persons is taking to setup the Transmission Tower upon the land of the other persons and for that they are making arrangement, the accused persons also met with the Panchayat Official including Pradhan for No-Objection Certificate for



Tarak Nath Manjhi

Mr. Nimai Chowdhury

erecting the said Mobile Tower upon the land of another persons, and when the complainant informed that such intention of the accused persons then the complainant served one legal notice to the Pradhan of Lakhra Gram Panchayat though through his Advocate Mr. Nimai Chowdhury, so that the Pradhan shall not give the company No Objection Certificate for the Transmission Tower.

- 7) That the accused person being the company and its authorized persons intestinally have dome the fraud upon the complainant by not paying the monthly rent as the thereby cheated the complainant with fraudulent and dishonest causing damaged and harm to the complainant . It is also contrary to the representation of the company in the locality and surrounding areas.
- 8) That for such dishonest intention cheated upon the complainant and for other necessary action which has been taking prior and after the execution of the lease deed which they also dishonestly induced the complainant to deliver his property in their favour to executing transmission tower for which both the company and his authorized persons i.e. accused no-2 are liable to be punished under various offences under Indian Penal Code.



To read with memo

10/11/17  
10-11-17  
10-11-17


- 9) That the complainant thereafter lodged one complaint to the local P.S. and when no legal action was taken by the said Police then another complaint was lodged to the Superintendent of Police Purulia but same fate. Hence the complainant is under compelling circumstance filed this complaint before this Ld. Court under the law.

In the circumstances it is therefore, prayed that your honour may be pleased to send the petition of complaint to the Officer-in-charge, Pancha P.S. treating the same as FIR under section 156(3) for investigation .

A n d

For which act of kindness your petitioner as in duty bound shall ever pray.

Received on 2-12-17  
at 16-45 hrs and  
started Pancha P.S.  
Case no - 58/17, Dtd - 2-12-17,  
V/S - 420 S.P.C.

  
2-12-17