

FIRST INFORMATION REPORT



38 First Information of a cognizable crime reported under section 154 Cr. P. C. at PS
 District Purulia Sub-Divn Raghunathpur P.S. Kashipur. Year 2022 FIR No. 137/2022 Date 17/11/2022
 IPC Sections 420/406 ii) Act Sections
 iii) Act Sections iv) Other acts & Sections

3. a) General Diary Reference : Entry No. 789 Time 11.45 hrs
 b) Occurrence of Offence : Day Sat 24/11/22 Date to file date Time
 c) Information received Date 17/11/2022 Time 11.45 hrs G.D. No. 789 at the P.S.

4. Type of Information : Written / Oral Typed complaint
 5. Place of Occurrence : a) Direction and Distance from P.S. approx 4.5 km. West from P.S.
 b) Address Srinam Transport Finance Company Ltd. Address H/O N. N. Chandra Datta P.O. Dulmi Nadiha P.S. Purulia (W.D.) Dist. Purulia
 c) In case outside limit of this Police Station, then the name of P.S. District

6. Complainant / Informant :
 a) Name Arpan Das Purulia B.M.
 b) Father's / Husband's Name Nimai chandra Das
 c) Date / Year of birth Not noted d) Nationality Indian
 e) Address H/O N. N. Chandra Datta P.O. Dulmi Nadiha P.S. Purulia (W.D.) Dist. Purulia

7. Details of known/suspected /unknown/accused with full particulars
 (Attach separate sheet, if necessary) :
Abhishek Chatterjee
30 Sanjit Chatterjee
village. Kalapathar
P.O. Kalapathar
P.S. Kashipur
Dist. Purulia.

8. Reasons for delay in reporting by the complainant/informant X

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

10. Total value of properties stolen/involved Rs. 13,00,000/- (Thirteen Lakhs)

11. Inquest report/U.D. Case No., if any : X

12. FIR Contents : (Attach separate sheet, if required) The typed version complaint of the complainant which is treated as FIR is attached here with

[Signature]
 17/11/22
 Officer-in-Charge
 Kashipur P.S.
 Dist. Purulia

13. Action taken : Since the above report reveals commission of offence(s) u/s 420/406 I.P.C.

[Signature]
 17/11/22

registered the case and took up the investigation/directed to S.I. Pratap ch. Ojha 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.

Arpan Das
17/11/2022
 Signature / Thumb impression of the Complainant/informant
[Signature]
 Officer-in-Charge
 Kashipur P.S.
 Dist. Purulia

Partha Kumar Bhunia
 SI of Police 17.11.22
 Signature of the Officer-in-Charge, Police Station with
 Name PARTHAKUMAR BHUNIA
 Rank S.I. OF POLICE O/C KASHIPUR P.S.
 Number if any DIST. PURULIA.
 Officer-in-Charge
 Kashipur P.S.
 Dist. Purulia

To,
The officer-in-charge (O.C)
KASHIPUR P.S
DhaneraKalipahari Road P.O-Kashipur
Dist-Purulia Pin-723132

Date: 17/11/2022

Sub: Complaint against Mr. Abhishek Chatterjee S/O Sanjit Chatterjee Resident of Vill- Kalapathar P.O- Kalapathar P.S-Kashipur Dist- Purulia Pin-723164

Sir,

It is to inform you that we had entered into a Loan-cum-Hypothecation Agreement with one **Mr. Abhishek Chatterjee S/O Sanjit Chatterjee Resident of Vill- Kalapathar P.O- Kalapathar P.S- Kashipur Dist- Purulia Pin-723164 as Borrower** and **Kamal Kumar Mandal S/O Nepal Mandal Resident of vill Pabra P.O- Pabra P.S-Kashipur Dist- Purulia Pin-723121 as Guarantor**

Pursuant to the constant approaches and requests and upon his specific and unequivocal assurances that he shall make regular and punctual payment to us, we provided financial assistance for the vehicle bearing No **WB81-2477 for Rs. 13,00,000 (Rupees Thirteen Lakh Only)** on the terms and conditions fully stipulated in the Agreement.

That after obtaining the said loan, the said Borrower was found to be tardy in making payment of his dues. In fact from the first installment itself he made payment of the monthly installment after the due date fixed for payment of such sum. The said delay increased and finally it is found that the payment by him is sporadic in nature. However, subsequently the said Borrower completely stopped payment of the dues.

Despite numerous demands/reminders the said **Mr. Abhishek Chatterjee** has deliberately defaulted in payment, with a mollified/dishonest intention.

On **24.08.2022** We have gathered information that the said Borrower in collusion with some unknown persons transferred the said hypothecated vehicle to the third party, outside the state, with a malafide/ dishonest intention to swallow entire sale proceeds of the said vehicle and based upon this apprehension we have frantically started searching for the said vehicle in the permitted area but despite best efforts being given, no traces of the said vehicle could be found, even after exploring all possible means of finding out the said vehicle.

The vehicle which stood hypothecated in favor of **Shriram Transport Finance Co. Ltd.** is the sole security against the loan provided by the company. Our company, in such manner, has been deprived of its only source of security by him.

Our company would not have had disbursed a loan of **Rs 13,00,000 (Rupees Thirteen Lakh Only)** in favor of the Borrower, in the event it had the requisite knowledge that the Borrower had no intention of repaying the said loan or had the intention to deprive the company of its only source of security.

Shriram Transport Finance Company Limited

Seen
17/11/22
Officer in Charge
Kashipur P.S.
Dist. Purulia

The facts and circumstances of this incident would pointedly go to show:

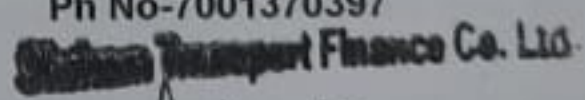
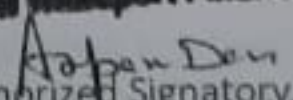
- 1) That our company had been induced by the false and dishonest/fraudulent representations of the borrower in order to sanction a huge sum of Rs13,00,000 (Rupees Thirteen Lakh Only) The said Borrower with a view to defraud the company and to grab the money so financed by us willfully and intentionally stopped payment of the dues/EMIs and thereby cheated the company.
- 2) That the said Borrower have intentionally transferred/delivered the vehicle-in-question to the third party in collusion with some unknown persons that causing wrongful loss and/or damage to the company of it's only source of security and diminished the value or utility of the property affected it injuriously, and thus entered into a criminal conspiracy and committed mischief.
- 3) The fact is crystal clear from the act of the Borrower that he violates the legal contract which prescribes the mode in which the TRUST is to be discharged and thus committed criminal Breach of trust.

Please treat this Complaint as F.I.R.

Should you require any further clarification/assistance in this regard please feel free to contact us at:

SHRIRAM TRANSPORT FINANCE COMPANY LTD.
ADDRESS: H/O NEMAI DUTTA
P.O- DULMI NADIHA P.S- PURULIA (M)
PURULIA (W.B) PIN-723101

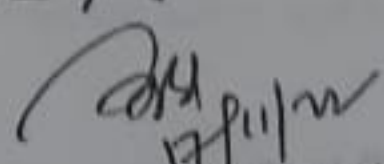
Thanking You,

Yours faithfully,
For and on behalf of
SHRIRAM TRANSPORT FINANCE CO. LTD.
ARPAN DAN (Purulia B.M)
S/O NIMAI CHARAN DAN
Ph No-7001370397


Authorized Signatory
~~Authorized Signatory~~

SCHEDULE OF THE VEHICLE:

Description of the Vehicle: TATA LPK912 FBT
Manufacturing year : 2018
Registration Number : WB81-2477
Engine Number : 497TC41PSY841318
Chassis Number : MAT454206J7A00273

Received on 17/11/2022 at 11.45 hrs.
and started Kashiapur P.S. case no 406.
No. 137/2022 dt 17/11/2022 at 5.420/I.P.C.


17/11/22
Officer in Charge
Kashiapur P.S.
Dist. Purulia

Shriram Transport Finance Company Limited