

FIRST INFORMATION REPORT



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First Information of a cognizable crime reported under section 154 Cr. P. C. at PS Purullia Sub-Divn. Raghunathpur P.S. Raghunathpur Year. 2023 FIR No. 113/23 Date 26.09.23

2. i) Act..... IPC Sections. 406/409/420/467(ii) Act 468/471 Sections..... x
iii) Act..... Sections..... iv) Other acts & Sections.....

3. a) General Diary Reference : Entry No. 1479 Time 16:05 hrs.
b) Occurrence of Offence : Day In between Date 01/03/23 to 20/09-2023
c) Information received Date 26.09.23 Time 16:05 hrs G.D. No. 1479 at the P.S.

4. Type of Information : Written / Oral Written
5. Place of Occurrence : a) Direction and Distance from P.S. 14 km North
b) Address At - Place of business at D.A.S - 290, Monga - 145, Jangal Sundari, Karmunagar, Purullia - II, Raikandi, (Lachmampur) Beat No. Raghunathpur Dist. Purullia
c) In case outside limit of this Police Station, then the name of P.S. District

6. Complainant / Informant :
a) Name Rajesh chandra Shukla (Authorized Signatory of M/s. Shyam Steel Works Pvt (Ltd. the Company)
b) Father's / Husband's Name S/O. Srinivaran Shukla
c) Date / Year of birth..... d) Nationality.....
e) Address Reg. office at - 03-319, DH-6/11, Action Area 1D, Street NO-319, New Town, Kolkata-700156

7. Details of known/suspected /unknown/accused with full particulars (Place of business - Jangal Sundari, Karmunagar, Dist. Purullia, PS-Raghunathpur Dist. Purullia)
(Attach separate sheet, if necessary) :

1) Rajesh Kumar Gupta S/O Bholaprasad Gupta Prop of M/s B.P. Gupta and Company having its place of business at - 175/A Light Industrial Area, Bhubai - 490026, Chattisgarh

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

9. Particulars of properties stolen/involved : (Attach separate sheet, if required) : Cheated / Fraud, Forgery and Criminal misappropriation / criminal breach of Trust of money of money - Rs - 3, 40, 72, 921/-

10. Total value of properties stolen/involved..... x

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

12. FIR Contents : (Attach separate sheet, if required)
The original written complaint of the Complainant which has been treated as FIR, is attached herewith

13. Action taken : Since the above report reveals commission of offence(s) u/s. 406/409/420/467/468/471 IPC registered the case and took up the investigation/directed..... SI. Swapn Majumdar... Dist. Purullia (W.B.) 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.

Signature / Thumb impression of the Complainant/informant
Inspector-in-charge Raghunathpur P. S. Dist.- Purullia (W.B.)

Signature of the Officer-in-Charge Police Station with Name Rank Number if any.
Inspector-in-charge Raghunathpur P. S. Dist. Purullia (W.B.)
SI of Raghunathpur PS



SHYAM STEEL

Shyam Steel Works Private Ltd

Regd. Office Shyam Tower, Premises No. 03-319, DH-6/11

Action Area- 1D, Street No 319, New Town, Kolkata-700156

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Mail communication@shyamsteel.com | www.shyamsteel.com

CIN : U28999WB2020PTC241046

SSWPL/2023-24/SRDGR/98

Date: 26.09.2023

To,
The Inspector-In-Charge,
Raghunathpur Police Station,
Raghunathpur, Dist-Purulia,
West Bengal, Pin-723133

Sir,

Sub : Complaint against RAJIV KUMAR GUPTA, Son of Bhola Prasad Gupta , Proprietor of M/s B. P. Gupta and Company, having its place of business at 175/A Light industrial Area, Bhilai – 490026 (hereinafter referred to as “**the Accused**”) for the commission of offence of cheating, fraud, forgery, criminal breach of trust and misappropriation for the value of sum of Rs. 3,40,72,921/- (Rupees three crore forty lacs seventy two thousand nine hundred twenty one) only.

I, **Rajesh Chandra Shukla** S/o Sri Narayan Shukla, being the authorized signatory of M/s Shyam Steel Works Pvt. Ltd. (“**the Company**”) having its registered office at 03-319, DH-6/11, Action Area 1D, Street no. 319, New Town, Kolkata – 700156, and Place of Business at DAG 290. MOU 145, Jangal Sundari, Karmanagari, Parcel-II, Ramaknali Raghunathpur, Lachmanpur, Ramchandarpur Purulia- 723142 do hereby bring the following facts to your kind notice :

1. Our Company is setting up an Integrated Steel Plant and allied activities at the above Place of Business, at Raghunathpur, Purulia and required equipment/machines for the same..
2. Sometime during February-March 2023 the aforesaid Accused Rajiv Kumar Gupta visited our aforesaid Place of Business, at Raghunathpur, Purulia and approached and represented to us that he is carrying on his proprietorship business under the name and style of M/s B. P. Gupta and Company, having its place of business and manufacturing plant at 175/A Light Industrial Area, Bhilai, State - Chattisgarh, Pin-490026.
3. He further represented and introduced himself as one of the leading manufacturing entity of Madhya Pradesh and Chhattisgarh for Stainless Steel/Steel Structures and equipment, having well-experienced engineers, technical hands and well-established machine shops, and modern welding equipment and is manufacturing different kinds of equipment and machineries for

Received on 26.09.23 at 16:05 hrs.
and started Raghunathpur PS Case
NO - 113/23 dt. 26/09/23 W/S 408/409/420
467/468/471 IPC

Inspector-in-charge
26/9/23

Plant: JSK-II, Lachhmanpur, P.O. Ramkanali, Block-Raghunathpur-I, P.S.-Raghunathpur, Dist.-Purulia-723142, W.B.

Durgapur Office: 8th Floor, Fortune Park, Pushpanjali, City Centre, C71/A, Shahid Khudiram Sarani, Durgapur-713216, W.B.



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equipment and is manufacturing different kinds of equipment and machineries for various steel, cement and power plants etc. He represented that his family has been doing such business for more than 30 years and has created a good reputation and goodwill in entire Madhya Pradesh and Chhattisgarh.

4. He further represented and assured us that he shall execute the work with utmost priority and importance considering the value and importance of the project at Purulia. As such, believing and considering his aforesaid representations and inducements to be true, the Company agreed to provide him orders to manufacture and supply equipments/machines such as fabricated kiln, cooler rotary and assembly etc.
5. Based on the quotations received from the said the Accused, the Company placed two purchase orders being PO No. 3303000344 dated 27.02.2023 for Rs. 10,63,77,885/- (inclusive of GST) only and PO no. 3303000354 dated 01.03.2023 for Rs. 83,98,296/- (inclusive of GST) only, aggregating to the sum of **Rs. 11,47,76,181/- (Eleven Crore Forty-Seven Lakh Seventy Six Thousand One Hundred Eighty One Only)** to The Accused to manufacture and supply various quantity and quality of equipments/machines. The Accused vide his email dated 03.03.2023, accepted the said orders with all its Terms and Conditions therein.
6. As per the terms of the aforesaid Purchase Orders, the Company also paid a sum of **Rs. 3,40,72,921/- (Rupees three crore forty lacs seventy-two thousand nine hundred twenty one)** only as advance to the Accused on 09.03.2023 through RTGS in the bank account of the Accused maintained in the name of his proprietorship firm B. P. Gupta and Company. The aforesaid amount was paid specifically against the aforesaid Purchase Orders i.e., Rs. 3,15,79,363/- against PO no. 3303000344 dated February 27, 2023, and Rs. 24,93,558/- against PO no. 3303000354 dated March 01, 2023.
7. It is pertinent to mention that delivery terms and quality assurance was the foremost essence of placing the said Purchase Orders and the Accused was required to meet both the conditions without fail. It is only upon his assurance, representation, promise and inducement that he will supply the required equipment/machines within 01.07.2023, to 09.09.2023, that the orders were placed upon him and the advance amount was paid to him. It was well within the knowledge of the Accused that failure in timely delivery and/or maintaining quality of the said equipment and machines would result and would cause huge loss to the Company.



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8. During the tenure of the Contract Period, whenever the officials of the Company, expressed their intensions to visit the manufacturing unit of the Accused to inspect the work in progress and adherence to quality assured, the Accused would procrastinate it on various false grounds. Instead to convince the Company to believe that the work is progressing under full swing and that the equipment/machines shall be delivered within the agreed timeline between 01.07.2023, to 30.09.2023,, the Accused shared photographs of the partial readiness of equipment/ machines with the Company.
9. In spite of repeated follow ups by the Company the Accused failed to start delivery of the equipment/machines within agreed timeline of 01.07.2023.
As the delivery dates were closing in and the Accused has repeatedly failed to deliver the equipments/machines within agreed time. On or about 18.07.2023, the officials of **Mr. Rabindra Kumar Tiwary**, Vice President Project DRI, and **Mr. Manoj Kumar Yadav**, Deputy General Manager (Project DRI) of SSWPL of Company visited the Accused's manufacturing unit at Bhilai, but to their utter surprise and shock found major gaps between the promises and assurances made by him with the actual progress of the contract to deliver the equipments/machines on time. It was revealed that the photographs shared by the accused were all false and fabricated. On being confronted, the Accused pleaded with the officials of the Company to allow him some more time to rectify the differences and discrepancies in the manufacturing of the equipments/machines.
10. The officials of the Company i.e. **Mr. Deepak Chowdhary**, President of SSWPL, **Mr. Rabindra Kumar Tiwary**, Vice President Project DRI, and **Mr. Manoj Kumar Yadav**, Deputy General Manager (Project DRI) of SSWPL once again visited his Bhilai unit on 01.08.2023 but were surprised to find that in spite of the assurances and promises, the Accused did not execute the work order and the photographs which were shared in past by the Accused with the Company were all false, forged and fabricated. The Photographs which were shared by the Accused were of some other products of another organization and he had falsely and fraudulently used the fabricated photographs to keep the Company in dark. It is pertinent to mention here that the said false and fabricated Photographs were only shared with an ulterior motive to defraud the Company for his wrongful gain.
11. The Company had no other option but to immediately repeal and cancel the aforesaid Purchase Orders on the ground that no honest effort was taken by the Accused to execute the said orders and demanded refund of the entire sum of Rs. 3,40,72,921/- (Rupees three crore forty lacs seventy-two thousand nine hundred twenty-one) paid as advance immediately. The accused admitted his failure to

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- execute the work and agreed to refund the entire amount within 2nd week of next month i.e. within 15.09.2023. The accused also issued and tendered two account payee cheques for the sum Rs. 3,40,43,782/- (Rupees three crore forty lacs forty-three thousand seven hundred eighty two) both drawn on Bandhan Bank, Bhilai Branch of Rs. 3,33,92,572/- and Rs. 6,51,210/- respectively in favour of the Company, to be deposited only in case the advance is not refunded within the aforesaid timeline.
12. The Company has sent several requests and reminders to the Accused, but to no avail, the Accused willfully and deliberately stopped all sorts of communications with the officials of the Company and started neglecting and avoiding the calls on various false pretexts.
 13. Ultimately on or about 19.09.2023 the Company deposited both the aforesaid cheques bearing no. "000150" of Rs. 3,33,92,572/- dated 16.09.2023, and cheque bearing no. "000151" of Rs. 6,51,210/-, dated 16.09.2023 with the banker of the Accused i.e. Bandhan Bank, Bhilai Branch through State Bank of India Commercial Branch, Kolkata, to recover their aforesaid dues from the Accused, but to our utter shock, surprise and dismay the said cheque got dishonored with remarks "**Payment Stopped by the Drawer**", vide banker's memo dated 20.09.2023.
 14. That the promises, representations, and inducements made by the aforesaid accused Rajiv Kumar Gupta since the inception of Contract were all made in a fraudulent and dishonest manner only to cheat the Company to part with the said sum of Rs. 11,47,76,181/- (Eleven Crore Forty Seven Lakh Seventy Six Thousand One Hundred Eighty One Only) when the Accused knew it very well that such representations were dishonest, false and frivolous and were being made with the sole motive to extract money from The Company.
 15. Right from the inception of the transaction the Accused had the sole objective to cheat the Company to part with the aforesaid sum of Rs. 11,47,76,181/- (Eleven Crore Forty Seven Lakh Seventy Six Thousand One Hundred Eighty One Only) by making fraudulent and dishonest representations, which he knew very well were false, forged and fabricated and were being made in a malicious manner only to extract the aforesaid sum from the Company. Despite exchange of several e-mails and letters from time to time by and between the parties, the Accused did not refund a single farthing till date. If the Company was aware that such representations made at the inception of Contract by the Accused was false, it



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would have never parted with the advance amount to it's prejudice and predicament.

16. The Accused have misappropriated the advance amount and/or appears to have converted the same to his own use to the complete prejudice and predicament of the Company and have misappropriated the same and/or have converted the same to his own wrongful use which was entrusted to him in good faith by the Company and thus is causing illegal gains to himself at the cost of the Company.
17. The illegal acts of the Accused Rajiv Kumar Gupta clearly amount to cheating, fraud, forgery, criminal misappropriation, and criminal breach of trust pursuant to a deep-rooted conspiracy which, inter alia, amount to offences punishable under Sections 406/409/420/467/468/471 of the Indian Penal Code which are cognizable and non-bailable offences and are required to be investigated by responsible Police Officers.

Under such circumstances, on behalf of the Company - Shyam Steel Works Pvt. Ltd., it is most humbly requested to treat this written complaint as the First Information Report, and bring the offenders to book under the relevant provisions of law of the land.

Thanking you,

Yours faithfully,

Mr. Rajesh Chandra Shukla
Authorized Signatory of
M/s Shyam Steel Works Pvt. Ltd.
Designation-Sr. DGM (HR & IR)
Mob No. 9450162505
Mob. No.(Com.):7812000497

Email id: rajesh.purulia@shyamsteel.industries
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