



FIRST INFORMATION REPORT

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

1. Dist. Darshala Sub Divn. Sadar PS. Darshala (C) Year 2018 FIR No. 200/2A Date 30.12.18

2. Act. I.P.C. Sections 406/410/420/471/120-B Act. X Sections

3. a) General Diary Reference: Entry No. 1812 Time 21:35 hrs.

b) Occurrence of Offence: Day Monday Date 18.06.2018 Time at approx. 13:30 hrs.

c) Information received Date 30.12.2018 Time 21:35 hrs. G.D. No. 1812 at the P. S.

4. Type of Information: Written/Oral - Typed & written

5. Place of Occurrence: a) Direction and Distance from P.S. North: Dist. from PS. approx. 02 KM. Tea Dab.

b) Address Bhandari Automobile Pvt. Ltd at Rajkhopax More, G.P. Darshala (C), Dist. Darshala.

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

6. Complainant / Informant:

a) Name: Perbez Hamid

b) Father's / Husband's Name Kate Abdul Hamid

c) Date / Year of birth not given d) Nationality Indian

e) Address S.C. Sem Road bye lane, Hassa, Madanpura, P.M. Ganga, Dist. Darshala (C), Dist. Darshala.

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

(Attach separate sheet, if necessary):

1) Sekal Sengh, CV-BDM, Tata Motor Finance Limited, Durgapur Branch, EMPL Code-122982, d/o. 30.06.2018.

2) AKASH Biswas, Tata Motor Finance Limited Durgapur Branch, Territorial Sales Manager, EMPL Code-521053, Date 30.06.2018

3) Sabuj Goswami, Operator Branch Manager, Durgapur, EMPL Code-516866 d/o 30.06.2018

4) Sales Person - SC-1009000 of Bhandari Automobile Private Limited, d/o. 30.06.2018

and other unknown employees of Tata motor Finance Limited & Bhandari Automobile Private Limited, Rajkhopax, Post-Jakpan, Kharapan, Darshala-Madanpura.

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

9. Particulars of properties stolen/involved: (Attach separate sheet, if required): As per complaint of the complainant.

10. Total value of properties stolen/involved

11. Inquest report/U.D. Case no., if any: Does not arise.

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

The original typed & written complaint of the complainant which has been treated as F.I.R. is enclosed herewith.

Perbez
30/12/18
Inspector-in-Charge
Purulia Town P S

13. Action taken: Since the above report reveals commission of offence(s) u/s 406/410/420/471/120-B

As per kind obstruction of G.P. Darshala (C), G.P. Rajkhopax More at Darshala (C),

registered the case and took up the investigation/directed Asst. Sub-Inspector Perbez Hamid 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.

Perbez Hamid
Signature/Thumb impression of the Complainant/informant

Perbez
Inspector-in-Charge
Purulia Town P S
Name: Perbez Hamid
Rank: SI of Police, Darshala (C), Dist. Darshala.
Number if any: d/o. 30.12.18.

To,

Inspector-in-Charge of Purulia Sadar (Town) Police Station.

Post+District - Purulia.

Pin code - 723101.

West Bengal.

Sir,

I Perbez Hamid, S/o Late Abdul Hamid, permanent resident of S.C. Sen Road bye Lane, Hussainidanga, in Purulia Town, Under Purulia Municipality, Ward number 15, Post+District- Purulia, West Bengal, Pin code -723101 and within the Jurisdiction of the Purulia Sadar (Town) Police Station.

That I had took a loan from **Tata Motor Finance Limited**, Durgapur Branch .Ground & Mezzanine, 3701, Nazrul Sarani, City Center, Durgapur, West Bengal 713216 under loan agreement bearing No. **5002727307** for purchase of Tata motor Limited's commercial vehicle LPT 3718, for Commercial use purpose registered bearing number **WB55A7797** as "Goods Carrier" under **hypothecation** of Tata Motor Finance Limited, Kolkata, from **Bhandari Automobile Private Limited**, Rupnarayanpur, Post-Jakpur, Kharagpur, Paschim Medinipur, Pin Code-721301 for the purpose of self-employment and earning my livelihood by hiring the said vehicle for transportation of goods for which I took necessary permit from Regional Transport Office at Purulia, West Bengal. The loan amount under **Loan agreement** bearing number **5002727307** was directly credited to Bhandari Automobile Pvt Ltd from Tata Motor Finance Limited. Place of agreement at Bhandari Automobile Pvt Ltd, ^{Raghupur} ~~Raghupur~~ more, ^{Perbez Hamid} ~~Perbez Hamid~~, Purulia under Purulia Town Police Station on 18.06.2018, at around 01:30 PM.

That when I obtained credit facilities from the Tata Motor Finance Limited for the purpose of purchasing a vehicle being registration No. **WB55A7797** in the year **2018**. It is that due to such advantage of taking loan, Tata Motor Finance Limited's employee had obtained signature of myself on various blank papers, unfilled printed forms and printed papers including signed cheques of my bank account and assured to supply those papers after completion of loan process. Despite of the fact, that I had paid a sum of **Rs. 25,36,368/-** to the Tata Motor Finance Limited against the claimed loan amount of **Rs. 30,33,000/-** as claimed by Tata Motor Finance Limited, Tata Motor Finance Limited did not provide the copy of the original Loan Agreement bearing number **5002727307** to

myself in spite of several verbal reminder to the loan Officer Mr Akash Biswas at that time of Tata Motor Finance Limited branch at Durgapur ,West Bengal ,It is mandatory to provide the copy of the Original Loan Agreement with all enclosure to the Borrower as per the guidelines of Reserve Bank of India on Fair Practice Code for Non Banking Financial Companies ,And also said Tata Motors Finance Limited (the "Company") has adopted a Fair Practices Code ("Code") to provide to the customers effective overview of practices in terms of the Reserve Bank of India ("RBI") Master Direction DNBR. PD. 008/03.10.119/2016-17 which will be followed by the Company in respect of the financial facilities and services offered by the Company to its customers.

That I had stopped the Equated Monthly Installment from November **2021** due to the reason that the Tata Motor Finance Limited ignore the demand of Copy of Original Loan Agreement bearing number **5002727307** and the Tata Motor Finance Limited demanded of more money than Original Agreed amount in form of more Equated Monthly Installment from the myself.

That I had finally filed written complaint before the **Customer Care Service** of Tata Motor Finance Limited for copy of the Original Loan Agreement bearing number **5002727307** which is withheld by Tata Motor Finance Limited including copy of Sanction letter of said loan agreement and copy of other enclosure of said loan agreement through email dated **18th October 2021** .

That I had received no response from the Customer Care Service of Tata Motor Finance Limited for said written complaint regarding request for copy of the Loan Agreement bearing number **5002727307** dated **18th October 2022** .

That it come to my knowledge through ledger account details of myself account in Bhandari Automobile Private limited given as evidence before **Consumer Commission** at Purulia in Consumer Case No.**CC 04 of 2022** by the Bhandari Automobile Private Limited , an alleged Account difference of **Rs 80,000/-** from Loan Agreement bearing number **5002727307** .Difference between Tata Motor Finance Limited Claim of amount of money **Rs 30,33,000/-** including documentation charge of **Rs 6,120/-** and Stamp Charge of **Rs 30/-** ,Net Total **Rs 30,26,850/-** is disbursed to Bhandari Automobile Private limited against Loan Agreement bearing No.**5002727307** through Disbursal Memo whereas as per the ledger account details of purchase Invoice generated against said vehicle dated **30.06.2018** is **Rs 29,53,000/-** ,TCS@1% **Rs 29530** Total **Rs 29,82,530/-** out of which **Rs 35,680/-** paid by me in cash on **01.08.2018** ,**Rs 29,46,850/-** receivable from Tata Motor Finance Limited as loan assistance .

Due to this reason I had emailed my query to Bhandari Automobile Private limited and Shambhu Nath Roy,
Zonal Legal Head - Durgapur - Zone.East-1 ,Tata Motor Finance Limited for alleged Account Manipulation in Loan Agreement bearing number **5002727307** .Difference between Tata Motor Finance Limited claim of amount of money **Rs 30,33,000/-** disbursed to Bhandari Automobile Pvt Ltd against Loan Agreement bearing No.**5002727307** and the purchase Invoice generated against said of **Rs 29,53,000/-** ,and original receivable amount **Rs 29,46,850/-** from Tata Motor Finance Limited on dated **29.05.2023**.

There was no response from Bhandari Automobile Private limited,but Tata Motors Finance Limited's Customer care services provided me with an Agreement Schedule, Disbursal Memo **Rs 30,26,850/-** and Sanction Letter for agreement bearing number **5002727307** ,in which someone forged my signature on the Sanction Letter.

On perusal of above-mentioned documents I found myself to be a victim of wrongful or criminal deception intended to result in financial loss ,through deceit ,trickery ,intentional perversion of truth .This illegal act intended to deprive me of my money for personal gains for those Institutions.

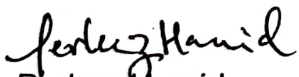
This intentional act of deception involving financial transactions for personal gains of those Institutions.Taking money from me through deception .Illegal and unethical management of financial resource .Manipulation ,falsification alteration of accounting records .Misrepresentation or intentional omission of amounts ,misapplication of accounting principles ,and marking misleading or false disclosures .Typically ,there exists an element of embezzlement ,bank fraud ,mortgage fraud ,deceit, subterfuge ,or abuse of a position of trust in case.

There also exist fraud ,in relation to affairs to a company includes any act, omission, concealment of any fact or abuse of position committed by any person or any other person with the connivance in any manner, with intent to deceive ,to gain undue advantage from ,or to injure the interests of, the company or its shareholders or its creditors or any other person ,whether or not there is any wrongful gain or wrongful loss.Criminal breach of trust ,Cheating ,Cheating by personation ,Cheating with knowledge that wrongful loss may ensue to a person whose interest the offender is bound to protect ,Cheating and dishonestly inducing delivery of property ,Forgery of valuable security ,Forgery for purpose of cheating and Using as genuine a forged document .

If the complaint is not registered as First Information Report or failing which, the criminal act of **(1) Sukul Singh** ,CV-BDM,Tata Motor Finance Limited Durgapur Branch ,EMPL Code-122982, Dated- 30.06.2018 .**(2) Akash Biswas** ,Tata Motor Finance Limited Durgapur Branch ,Territorial Sales Manager ,EMPL Code-521053, Dated- 30.06.2018.**(3) Sabuj Goswami** , Operation Branch Manager Durgapur ,EMPL Code-516866, Dated- 30.06.2018. **(4) SALES PERSON - SC1_1009000** of Bhandari Automobile Private limited Dated- 30.06.2018 and other unknown employees of Tata Motor Finance Limited and Bhandari Automobile Private limited, **Tata Motor Finance Limited and Bhandari Automobile Private limited** would boost their confidence and they will again misuse the same to their personal gains.A proper investigation into the matter is necessary .Therefore the same has to be thoroughly interrogated to make sure that no other Individual or institution in future would even think about it and other may involved.


I humbly request you to take cognizance of complaints and grievances so as to safeguard my constitutional rights as a Citizen of India .

Regards


Perbez Hamid.
30/12/2023

List of following Documents are enclosed :-

1. Copy of Registration Certificate of vehicle No.WB55A7797.
2. Copy of Email dated 18.10.2021 .
3. Copy of Account ledger of Bhandari Automobile Private limited.
4. Copy of Disbursal Memo of Tata Motor Finance Limited for agreement No.5002727307.
5. Copy of Agreement Schedule of agreement No.5002727307.
6. Copy of Sanction Letter of agreement No.5002727307.

Received on 30.12.2023 at 21:35 hrs. and Shri. P. K. Das (DPS) case no. 209/23 case. 30.12.23 G/S 406/A19/420/471/120-B I.P.C. 

30/12/23,

Inspector-in-Charge
Purulia Town P S
Purulia