

FIRST INFORMATION REPORT



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

1. Dist. BANKURA Sub-Divn. BISNUAPUR P.S. INDAS Year 2017 FIR No. 255/17 Date 08.11.17
2. (i) Act I.P.C. Sections 406/408/418/420/120(B)/34 Sections
(iii) Act Sections Other Acts & Sections
3. (a) General Diary Reference: Entry No. 295 DO-08.11.17 Time 14:45 HRS
(b) Occurrence of Offence: Day AFTER 29th SEP 2014 (Date DETECTED) Time 14:45 HRS
(c) Information Received Date 08.11.17 Time 14:45 HRS
G.D. No. 295 DO-08.11.17 At the Police Station:

4. Type of information: Written / Oral
5. Place of Occurrence: (a) Direction and Distances from P.S. 8 KM EAST JLN - 91, 882, ANCHAL-SAHASPUR
(a) Address GODOWN OF DEBASHISH DUTTA & GODOWN OF AGRAWAL SITUATED AT DONGALON SAHASPUR, PS-INDAS, BANKURA, AND NARAYANPUR RESPECTIVELY, PS-INDAS BANKURA
(b) In case outside limit of this Police Station, then the name of P.S. BANKURA
District

6. Complaint/Informant:
(a) Name BHARAT SAHU
(b) Father's / Husband's Name BALARAM SAHU
(c) Date / Year of Birth 40 YRS.
(d) Nationality INDIAN
(e) Address REGIONAL MANAGER, EAST BASED, NATIONAL COLLATERAL MANAGEMENT SERVICES LTD. (H CML) LTD, VILL-PO-TORA, PS-BARGARH DIST-DO, ODDISHA, OFFICE ADDRESS - PUR, KOLKATA-40.

7. Details of Know / Suspected / Unknown / Accused with full particulars. 23, TILAK NAGAR, RANAKUTHIMORE, PS-JADAVPUR, KOLKATA-40.
8. Reasons for delay in reporting by complaint / informant. 1. MR. DEBASHIS DUTTA S/O MR. NABAKR DUTTA PROP. OF MR. ASHIS DUTTA S/O MR. NABO KR DUTTA, MANAGER OF M/L BHARATI TRADERS OF D.O. - MR. NABAKR DUTTA PROP. OF M/S. DURGA TRADERS OF D.O. - MR. BIKRANTA SAHAB SINGH S/O BIJOY SINGHA OP VILL - LOWGRAH, PS-KOTULPUR, BANKURA. 5. MR. BOBLU ROY S/O MANIK ROY OP VILL - KHATUL, PS-GOCHAT, HOOGHLY, 6. MR. BISWANATH MONDAL S/O SOHIL MONDAL OP VILL - KURHARAJORE, PS-GANGAJAL GHATI, BANKURA. 7. MR. AVISHEK DEY S/O RABINDRA CHANDRA DEY OF I.S.B. DISHA, N.S. ROAD, SUBHAS PALLY, SILIGURI, DIST-DARJEELING WB.

10. Total value of Properties stolen / Involved:
11. Inquest report / U.D. : Case No., If any:
12. FIR Contents: (Attach separate sheet, if required) THE ORIGINAL WRITTEN COMPLAINT OF THE COMPLAINANT IS TREATED AS FIR WHICH IS ATTACHED HEREBWITH

13. Action taken: Since the above report reveals commission of offence(s) u/s 406/408/418/420/120(B)/34 IPC

registered the case and took up the investigation / directed SI JOGENDRA PRASAD SAHA OF INDAS PS. to take up the investigation transferred to P.S. On point of jurisdiction. FIR read over to the complaint/ informant admitted to be correctly recorded and a copy given to the complaint / Informant free of cost.

Signature/ Thumb Impression of the Complainant/ Informant

Signature of the officer-in-charge, Police Station Name: RAJIB KR. PAL Rank: SI OF POLICE Number if any: O/C INDAS PS. Officer-in-Charge INDAS POLICE STATION BANKURA

B. J. Singh
Date: 8th November, 2017

To

The Officer in Charge,
Indus Police Station, Indus
Di: Bankura
West Bengal

Sub: Complaint

Sir,

I the undersigned, Aged: ~~50~~ years, working as Regional Manager, East based at Patna with National Collateral Management Services Ltd. (NCML) having its branch office at 23, Tilak Nagar, Ranikuthi More, Ps-Jadavpur, Kolkata-40 within the jurisdiction of Jadavpur Police Station. I am filing this complaint against the following persons on behalf of my company, NCML:-

- i) M/s. Bharati Traders, having its address at Dongalan, Post- Sashpur, Dist- Bankura, PIN 722205
- ii) Mr. Debashis Datta son of Mr. Naba Kumar Dutta, Sole Proprietor of M/s. Bharati Traders residing at Dongalan, Post- Sashpur, Dist- Bankura, PIN 722205, Phone No. 09647659069
- iii) Mr. Ashis Datta, son of Mr. Naba Kumar Dutta and Manager of M/s. Bharati Traders, having address at Dongalan, Post- Sashpur, Dist- Bankura, PIN 722205, Phone No. 9593055527
- iv) Mr. Naba Kumar Dutta, Sole Proprietor of M/s. Sri Durga Traders having address at Dongalan, Post- Sashpur, Dist- Bankura, PIN 722205. Phone no. 9734262036.
- v) Mr. Bikranta Saheb Singha, S/O. Bijoy Singha having his address Vill/Po: Lowgram, P.S. Kotulpur, Di: Bnakura, Pin: 722141. Phone: 9153481878/8145682386

- vi) Mr. Boblu Roy, S/O. Manik Roy, having his address at Vill/PO: Khatul, PS:Goghat, Di:Hoogly, West Bengal, Pin:712611, Phone:8906911099.
- vii) Mr Biswanath Mondal, S/O Sunil Mondal having his address at Vill/PO:Kukhrajore, Gangajal ghati, Bankura, Pin:722133, Phone:9609671996/8641948609.

AND

- viii) Mr. Avishek Dey, S/O Rabindra Chandra Dey, having his address at 153, Disha, N.S.ROAD, Subhaspally, Siliguri, Di:Darjeeling, West Bengal, Phone:8692930152

(Persons named at serial nos. (v), (vi),(vii) and (viii) are the ex-employees of NCML)

Brief facts of the case:-

1. That National Collateral Management Services Ltd. (“NCML”) is engaged in procurement, storage and preservation services, collateral management services, testing and certification services, information services and other risk management services for commodities and inventories in the commodity markets.
2. The aforesaid M/s. Bharati Traders through its Sole Proprietor Mr. Debashis Datta having their address at mentioned above, approached NCML for purchasing Paddy and Wheat (**“the said commodities”**). NCML was induced to believe the misrepresentations and assurances of M/s. Bharati Traders and its officials to be true and agreed to enter into a Commodity Sale Agreement dated 23rd May, 2014 (**“Agreement”**). **Annexure-1** The arrangement was that NCML will purchase paddy by investing 75% of the price and M/s. Bharati Traders will invest 25% of the purchase amount. For this arrangement, it was agreed by M/s. Bharati Traders that interest at the rate of 13.5% shall be charged to M/s. Bharati Traders on deferred payment of the Balance consideration. NCML also agreed to provide for storage and other services as specified in the Agreement.
3. Mr. Naba Kumar Dutta, proprietor of M/s. Sri Durga Traders **Annexure-2** represented to NCML officials as the supplier of paddy. On basis of such representations NCML appointed one supplier M/s. Sri Durga Traders, Proprietor Mr. Naba Kumar Dutta and issued a purchase Order for purchase of Paddy in order to supply the same to M/s. Bharati Traders.

4. NCML had been procuring the said commodities from M/s. Sri Durga Traders time to time and stored the same under NCML custody at the godown viz., Debashis Datta Godown, near Maa Ganga Modern Housing Rice Mill Pvt. Ltd., Dongalon, Sashpur, Indus, Bankura and Agarwal Godowns, JL No. 82, Mouza-Narayanpur, Indus, Bankura (“the said Godowns”). **Annexure-3**The said Godowns had been taken on lease from Mr. Debashis Datta, Mr. Ashis Datta and Mr. Naba Kumar Dutta for taking custody of the commodities until full and final payment of the consideration amount under the said Agreement. **Mr. Avishek Dey** was acting as Business Development Executive with NCML and was entrusted with the entire supervision of the stocks and the godowns. **Mr. Boblu Roy**, Senior CM along with **Mr. Bikrant Saheb Singha and Biswanath Mondal, Annexure-4** were responsible for stock verification and qualities, at the said godowns on behalf of NCML.
5. Thus, as per the Agreement, NCML procured total 4455Mt of paddy worth Rs. 7.07 cr- **Annexure-5** for M/s. Bharati Traders which were stored in the aforesaid godowns. M/s. Bharati Traders accepted the receipt of the said commodities as per the stipulations of the agreement without any demur; however, it failed to pay to NCML towards the part-payment as per the Agreement for purchase of the commodities. In spite of repeated reminders and requests, M/s. Bharati Traders, its Sole Proprietor Mr. Debasis Datta and Mr. Ashis Datta, Manager ignored to pay the outstanding dues to NCML.
6. In the meantime, during the routine inspection of the said Godown and the commodities stored therein during October, 2104, it was found that the upper portion of the stacks in the Godowns has come down in some parts in the centre and the adjoining blocks of periphery which lead to suspicion that something was wrong in all the stocks. Further investigation revealed that the paddy bags were mixed with husk bags and were kept in layer wise in all the godowns. It was found that 50% of the commodities were only of Husk filled bags.
7. On confrontation with Mr. Debashis Datta, NCML carried out a search of the office Mr. Debashis Datta and procured a “Kachaa” Bill book where date wise and supplier wise unloading of paddy and husk were mentioned. It is evidently clear that the Supplier M/s. Sri Durga Traders was hands in glove with M/s. Bharati Traders and thus in order to extort monies from NCML, the Supplier Mr. Naba Kumar Dutta, the Proprietor of M/s. Sri Durga Traders deceptively mixed husk with the commodities and obtained the payment for the paddy as per the PO. The stacking of Paddy and Husk bags were done in a way to avoid any detection of the fraud played upon NCML. Mr. Debashis Datta further admitted his involvement and executed an Undertaking –cum-Indemnity dated 11th November, 2014

Annexure-6 in favor of NCML. He undertook to indemnify NCML of any loss, harm and damage and to repay the outstanding amount of Rs. 5.50 Cr. (Rupees Five Crore Fifty Lakhs only) in installments till 22nd December, 2014. However, Mr. Debashis Datta has not yet repaid the aforesaid amount within till today in spite of repeated follow ups.

8. In the meantime, Mr. Debashis Datta and Mr. Ashis Datta jointly executed an Equitable Mortgage dated 17th April, 2015 **Annexure-7** of their respective properties till the repayment of the aforesaid dues of NCML. However, none of them have honored their respective commitments to pay the aforesaid amount. NCML officials have time and again scheduled meetings with Mr. Debashis Datta, Mr. Ashis Datta and Naba Kumar Dutta for settlement of the issues. It is highly apprehensive that Mr. Debashis Datta never had any intention to honor the commitments and obligations to NCML. On account of non-payment of the dues, NCML was compelled to sell the paddy in the open market in presence of both the parties here in and amount of Rs. 1.53 cr was received by NCML. Total amount incurred by NCML was Rs. 8.46 cr, which includes paddy purchase, storage & interest charges till Sept-16. Total amount received by NCML was Rs. 3.45 cr which includes margin money Rs.1.92 cr. of the client and paddy sales of Rs. 1.53 cr. However, NCML could not recover the rest outstanding amount of **Rs.5.01 cr** due to adulterated and inferior quality of the commodity supplied by Mr. Naba Kumar Dutta.
9. It is also pertinent to note that the said Godowns were under complete Supervision of Mr. Avishek Dey, Business Development Executive of NCML. Mr. Bubloo Roy, Senior CM along with Mr. Bikrant Singha and Biswanath Mondal were responsible for quality and quantity of stock verification. These employees have not discharged their obligations as per the SOPs rather; they have conspired with the aforesaid persons in order to gain illegal benefits while in the employment of NCML.
10. In view of the above, it is clear and evident that the all aforesaid persons are hands-in-glove with each other and induced NCML to enter into this kind of arrangement only in order to extort huge sums of monies. All the aforesaid people's along with their accomplices have breached the trust and conspired against NCML to defraud and cheat in order to achieve their ulterior motives.

11. Hence we hereby request you to register a case of FIR and investigate into this case and take necessary criminal action against M/s. Bharati Traders, its proprietor Mr. Debashis Datta, Manager- Mr. Ashis Datta, Mr. Nabha Kumar Datta, Proprietor M/s. Sri Durga Traders (supplier), NCML employees viz. Avishek Dey, Boblu Roy, Mr. Bikrant Singha and Biswanath Mondal involved in this crime, or else the Company will be put to irreparable loss.

Thanking you in anticipation,

Yours Sincerely

Bharat Sahu


Bharat Sahu
NCML
Regional Manager, East

S/O: BALARAM SAHU
AGE: 40 years
AT/PO: TORA, P.S. BARGARH
DIST: BARGARH
STATE: ODISHA, PIN: 768040
MOB: 7894447866

Copy to: The SDPO, College Road, PO/PS-Bishnupur Di: Bankura

Received on 8/11/17 at 14.45 hrs.
and recorded Index ps Case no 255/17
dt- 8/11/17 u/s. 406/408/418/420/120(B)/34 IPC
and entrusted to SI Jogendra Prasad Behera
of Indas PS for its regular investigation.

Rajendra

O/C -
INDBS PS
08/11/17
Officer-in-Charge
INDAS POLICE STATION
BANKURA