



FIRST INFORMATION REPORT

10043

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

1. Dist. BANKURA Sub-Divn. SADAR P.S. CHHATNA Year. 2023 FIR No. 154/23 Date. 26.12.2023
2. (i) Act. IPC Sections. 323/406/417/420 (ii) Act. _____ Sections _____
(iii) Act. _____ Sections _____ Other Acts & Sections _____
3. (a) General Diary Reference : Entry No. 1158 Time 10.05 HRS
(b) Occurrence of Offence : Day THURSDAY Date 05.10.2023 Time NOT NOTED
AND AFTER TAKING THE LOAN
(c) Information Received Date 26.12.2023 Time 10.05 HRS
G.D. No. 1158 At the Police Station: _____
4. Type of information : Written / Oral WRITTEN TYPED (COURT COMPLAINT)
5. Place of Occurrence : (a) Direction and Distances from P.S. APPROX. 12 KM. NORTH EAST SIDE, ILNO 97
(b) Address A.T. VILLAGE - BANSOLE ANCHAL - SUSUNIYA P.S. - CHHATNA
DIST - BANKURA AND SHRIRAM FINANCE LTD, LALBARAI, BANKURA
P.S + DIST - BANKURA
(c) In case outside Limit of this Police Station, then the name of P.S. _____
District _____
6. Complaint/Informant :
(a) Name ANANDA PAL
(b) Father's / Husband's Name ADITYA PAL
(c) Date / Year of Birth _____
(d) Nationality INDIAN
(e) Address A.T. VILL - BRAHAMANDIHA P.O. - NIKUNJIPUR P.S. - ONDA DIST - BANKURA
7. Details of know / Suspected / Unknown / Accused with Full particulars. ACCD. MR. SANTIMOY TANTUBAY
S/O FATIK CHANDRA TANTUBAY OF
VILLAGE - BANSOLE, SUSUNIYA P.O. -
UKHRADEHI P.S. - CHHATNA
DIST - BANKURA
(Attach separate sheet, if necessary)
8. Reasons for delay in reporting by complaint / informant _____

9. Particulars of properties stolen / Involved : (attach separate sheet, if required) : _____

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 TYPED COURT COMPLAINT
OF THE COMPLAINANT DULY FORWARDED BY LO. CJM, BANKURA WHICH IS
TREATED AS FIR IS ATTACHED HEREWITH
13. Action taken : Since the above report reveals commission of offence (s) u/s. 323/406/417/420 IPC

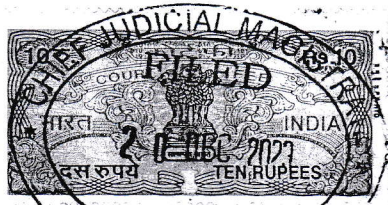
registered the case and took up the investigation / directed SI RASIK CHANDRA SING, BHUIYA
to take up the investigation
transferred to P.S. _____ on point of jurisdiction. FIR read over to the complaint / informant
admitted to be correctly recorded and a copy given to the complaint / Informant free of cost

Inspector in-charge
Chhatna police station
Pipra Dist. Bankura
26.12.2023

Signature of the officer-in-charge, Police Station with
Name : BIPLAB SANTRA
Rank : SI OF POLICE
Number if any : CHHATNA P.S. DIST - BANKURA
26.12.2023

Signature / Thumb Impression
of the Complainant / Informant

TRACK-3



Filing no - Misc Petition / 2736 / 2023

IN THE COURT OF THE LD. CJM AT BANKURA DISTRICT COURT, BANKURA

For SHRIRAM FINANCE LTD

Ananda Pal

Authorised Signatory

[Handwritten signature]

Ref Case No: - 112 / 2023

Sri. ANANDA PAL,
S/O- ADITYA PAL
Vill- Brahamandiha, P.O- Nikunjipur,
P.S- Onda, Dist- Bankura, Pin- 722144
(Branch Collection Manager of Shriram Finance Ltd. Bankura Branch))
..... Complainant

VS

Mr. SANTIMOY TANTUBAY,
S/O- FATIK CHANDRA TANTUBAY
Vill - BANSOLE, SUSUNIYA,
Post- UKHRADIHI, P.S- CHHATNA
Dist- BANKURA, Pin- 722182

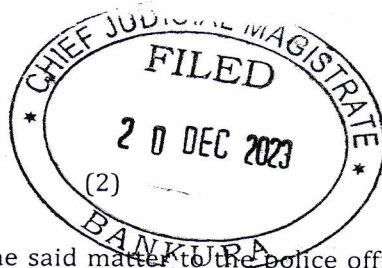
..... Accused

Petition on behalf of the Complainant

1. That The Complainant and the Accused person are known to each other. The accused person is the borrower of the said company vide Agreement no- BANKUT110280009
2. That the complainant is collection manager of Shriram Finance Ltd, previously Known As Shriram Transport Finance Co. Ltd. of Branch having its office at Durgapur bypass Road, Lalbajar, Bankura.
3. That the accused person took a loan of Rs.1,07,279.00/- (One Lack Seven Thousand Two Hundred Seventy Nine) Only for purchasing vehicle from the complainant Co. (Shriram Finance Ltd.)
4. That the Accused person failed to pay that due in the time and till date of Rs.30,323.00/- is lying outstanding against the loan.
5. That the Complainant meet with accused person at resident on several time and requested to accused person to pay the dues installment amount but without paying any amount to the complainant, the accused person intentionally used slang language to the complainant and assaulted the complainant.
6. That letter in writing to the Complainant to his appointed advocate Mr. Raktim Patsa for sent a notice to the accused person to pay aforesaid amount within seven days from the date of receipt of this notice but the accused person failed to do.
7. That on date 05/10/2023 Complainant sent Vehicle production notice to the Accused person to produce his vehicle in front of Complainant office at Durgapur Bypass Road, Lalbajar, Bankura, for the purpose of inspection within seven days after the notice but the accused person failed to do so. We apprehended that the Accused Parson Disposed his vehicle and Grab the entire Loan amount in his favor and also cheated the company because of the said vehicle was hypothecated in the name of Shriram Transport Finance Co. Ltd.

Continue.....P/2

CNR No.-WEBKO 2 -00 2736 -2023
REG. No.-112 /2023



For Shriram Finance Ltd.

Ananda Pal
Authorised Signatory

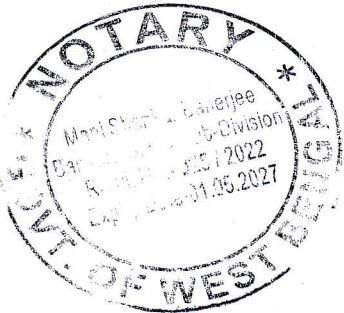
8. That the complainant reported the said matter to the police officer Bankura police station on dated on 07/10/2023 but the police did not take any legal action against the accused person, letter the Complainant reported the said matter to The S.P. Bankura on dated 22/11/2023, but the said Concern did not take any steps against the accused person.

Also Declared that The Customer submitted one Promise Letter relating to payment at time to time, But Customer Failed to Paid Intentionally.

That the Complainant praying before your Honour will kindly accept this Complaint treated as FIR U/S-156(3) Cr. P.C and your Honour kindly sent this written Complaint to the I.C. Chhatna Police Station for proper investigation for search the vehicle and as per our personal source the Complainant come to know that the vehicle handed over to a third party under a sell consideration and the accused person intentionally grab the entire loan amount, and also punish the accused person for committing offence as per law.

19 DEC 2023
Sl. No. 183 Vol. 1

BEFORE THE NOTARY
OF BANKURA SADAR
BANKURA (W.B.)



AFFIDAVIT

I Ananda Pal, S/O-Aditya Pal resident of Village-Brahamandiha, P.O-Nikunjipur, P.S-Onda, Dist-Bankura, Pin- 722144, aged about 34 years, by faith Hindu, By Nationality Indian, do here by solemnly affirm and declare that all the above statements are true to the best of my knowledge and belief and I swear this affidavit at this day at Bankura District Judges Court Premises.

For SHRIRAM FINANCE LTD

Signature:-

Ananda Pal
Authorised Signatory

Known to me and signed in my Presence

Advocate, Bankura Court.

MANI SHANKAR BANERJEE
NOTARY
Govt. of West Bengal
Regd. No. 120 / 2022
Exp. Date 01.05.2027

19 DEC 2023

Received on 26.12.2023 at 10.05 hrs
and started Chhatna P.S. Case no. 154/23
dt 26.12.2023 U/S 322/406/417/420 IPC.



ppals Bankura
26.12.2023.



For SHRIRAM FINANCE LTD
Ananda Pal
Authorised Signatory

IN THE COURT OF THE LD. CJM AT BANKURA DISTRICT COURT, BANKURA

Ref Case No: - /2023

Sri. ANANDA PAL,
S/O- ADITYA PAL
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S/O- FATIK CHANDRA TANTUBAY
Vill - BANSOLE, SUSUNIYA,
Post- UKHRADIHI, P.S- CHHATNA
Dist- BANKURA, Pin- 722182

..... Accused

❖ **List of Documents**

1. Xerox Copy of Police Complain sent by Register Post : 01 & 02 pages .
2. Xerox copy of Postal Receipt & Track Report (to I.C) : 03Page
3. Xerox copy of Postal Receipt & Track Report (to S.P) : 04 page
4. Xerox copy of Advocate Notice & Vehicle Production Notice sent to Borrower & Guarantor) : 05 to 08 Pages.
5. Xerox Copy of Default Notice : 09 to 11 Pages.
6. Xerox Copy of Power of Attorney Issued by the Company : 12 to 15 Pages.
7. Xerox Copy of Customer Promise Letter Relating to Payment. : 16 no Page
8. Xerox Copy Of Company Pan Card : 17 no Page
9. Copy of Certificate of Incorporation : 18 no Page
10. Xerox Copy Of Registration Certificate : 19 no Page
11. Xerox Copy of Agreement Books : 20 to 32 Pages.