

## FIRST INFORMATION OF A CONTRACT CRIME REPORT UNDER SECTION 154 CRIMINAL PROCEDURE CODE AT POLICE STATION

Sub-Division: Imphal

District: Imphal West

FIR No. 879(12)2023 IPS u/s 406/420/506 IPC

Date & hour of occurrence: On 20th March, 2023 time not mentioned

	On 20 March, 2020 and not inchange		
Date and hour when reported	Place of occurrence & distance & direction from Police Station	Date of dispatch from Police station	
08/12/2023 at 02:45 pm	At Thangmeiband Kabrabam Leikai / About 2.5 km North West	08/12/2023	

N.B. - A first information must be authenticated by the signature mark of thumb impression of

ant and attested by the signature of the officer recording it

Name & residence of informant/ complainant	Name & residence of accused	Brief description of offence with section and property carried off. If any	Steps taken regarding investigation of delay in recording information	Result of the case
Salam Adden Singh (34) yrs, S/o S. Dilipkumar Singh of Jiribam Babupara, Proprietor of Nongin Enterprises, Thangmeiband Kabrabam Leikai, Imphal.  OE- attached	Ajay Bahadur Singh (38) yrs S/o Late Subh Narayan Singh, Proprietor of Sanitary Hardware Store Ganeshguri, Dr. R.P. Road, Gopal Boro High School, Dispur, Assam Sachivlaya, Kamarup Metro Assam.	Criminal breach of trust, cheating and dishonestly inducing delivery of property with criminal intimidation.  Punishable / u/s 406/420/506 IPC	be pse inve	ayeren Sanaa

Officer-in-charge IMPHAL POLICE STATION Imphal West Dist., Maniper

Signed: (Inspt. K. Abhijeet Singh)

Designation: OC/IPS

Officer-tn-charge IMPHAL POLICE STATION Imphal West Dist., Manipur Apur Apura



To,

The Superintendent of Police, Imphal West- District, Manipur.

Subject : -

Request for initiating necessary legal action against one Ajay Bahadur Singh, aged about 38 years, S/o Late Subh Narayan Singh, Proprietor of Sanitary Hardware Store Ganeshguri, Dr. R.P. Road, Gopal Boro High School, Dispur, Assam Sachivlaya, Kamrup Metro Assam-781006.

Sir,

With due respect, I, the undersigned would like to submit the following few lines in the above referred subject for your kind perusal and necessary affirmative action.

At the very outset, I would like to introduce myself as the Proprietor of Nongin Enterprises having its registered office at Thangmeiband Kabrabam Leikai, Imphal West, Manipur.

That, I and the abovenamed Ajay Bahadur Singh, S/o (L) Subh Narayan Singh, Proprietor of Sanitary Hardware Store, who is a resident of Dr. R.P. Road, Ganeshguri Guwahati Assam have known to each other since the month of January, 2023 and entered into business mainly deals in regards with construction material such as TMT and Cement. I am also a businessman and runs a shop under the name and style of Nongin Enterprises mainly deals with the selling of TMT Bars and Cement.

Accordingly, in order to run my business under the name and style of M/S Nongin Enterprises, situated at Thangmeiband Kabrabam Leikai, Imphal West, Manipur, I and the abovenamed person had executed a Deed of Agreement dated 24<sup>th</sup> day of April, 2023 in order to run the said business smoothly. In the said agreement the said Ajay Bahadur was made as 1<sup>st</sup> Party and I was made as 2<sup>nd</sup> party. Both the parties have also agreed that the 2<sup>nd</sup> party has paid/deposited a total amount of Rs. 55,00,000/- (rupees

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Page 1 of 5

fifty five lakhs) as interest-free Security deposit for 12(twelve) months from the date of agreement and after received the same by the 1st Party, the 1st party will handover the material such as TMT Bar and Cement within a period of 15(fifteen) days from the date of payment and the transportation charge will be arranged by the 1st party.

It is also agreed between the parties that every truck will be weight in Silchar- Assam or nearest weight bridge before unloading the materials and after that no responsibility will be taken by the First Party and further agreed that insurance amount will be provided by 2<sup>nd</sup> party and above mentioned rates are including delivery rates and no any transportation cost will be paid by second party for the transportation cost of Manipur and during the business period 1<sup>st</sup> party will provided every week TMT price and other and the 1<sup>st</sup> party will update the accounts ledger to the second party.

As agreed between the parties and the terms and conditions mentioned in the said deed of agreement dated 24th April, 2023, on 26th April, 2023, I had transferred a sum of Rs. 55,00,000/- (Rupees fifty five lakhs) to the account of Sanitary Hardware Store by UTI. Mention may here be made that before transferring the said 55 lakhs to Shri Ajay Bahardur Singh, I had already paid a sum of Rs. 3,00,000/- (Rupees three lakhs) on 20-03-2023 and a sum of Rs. 15,00,000/- (Rupees fifteen lakhs) respectively for delivering the construction materials. Thereafter, again on 1st August, 2023, I again transferred a sum of Rs. 30,00,000/- (rupees thirty lakhs) to the account of the Sanitary Hardware Store through RTGS, again on 11th August, 2023, a sum of Rs. 41,00,000/- (rupees forty one lakhs) to the account of the Sanitary Hardware Store through RTGS, on 17th August. 2023, a sum of Rs. 37,00,000/- (Rupees thirty seven lakhs) to the account of the Sanitary Hardware Store through RTGS, on 19th August, 2023, a sum of Rs. 14,00,000/- (Rupees forteen lakhs) to the account of the Sanitary Hardware Store through RTGS, on 27 August, 2023, a sum of Rs. 45,00,000/- (Rupees forty five lakhs) to the account of the Sanitary Hardware

Store through RTGS, on 1st September, 2023, a sum of Rs. 16,00,000/-(Rupees sixteen lakhs) to the account of the Sanitary Hardware Store through RTGS, on 8th September, 2023, a sum of Rs. 5,85,000/- (Rupees five lakhs eighty five thousand) to the account of the Sanitary Hardware Store through RTGS, on 13th September, 2023, a sum of Rs. 22,55,500/-(Rupees twenty lakhs fifty five thousand and five hundred) to the account of the Sanitary Hardware Store through RTGS, on 21st September, 2023, a sum of Rs. 17,98,000/- (Rupees seventeen lakhs ninety eight thousand) to the account of the Sanitary Hardware through RTGS, and out the said total amount, a sum of Rs. 2, 20,000/- (Rupees two lakhs twenty thousand) is said to be paid for purchasing a flat. Being suspect to the said Ajay Bahadur Singh, I made an inquiry to the owner of the flat thereby asked whether the said Ajay Bahadur Singh had handed over the said amount to him or not? Surprisingly, the said owner told me that he had not yet received any amount in regards with the selling of his flat and had no knowledge about the said amount which was taken by Ajay Bahadur Singh on the pretext of purchasing a flat at Guwahati, on 5th October, 2023, a sum of Rs. 10,00,000/- (Rupees ten lakhs) and Rs. 7,18,500/- (Rupees seven lakhs eighteen thousand five hundred) respectively to the account of the Sanitary Hardware through RTGS, on 9th October, 2023, a sum of Rs. 15,00,000/-(Rupees fifteen lakhs) to the account of the Sanitary Hardware through RTGS, on 10th October, 2023, a sum of Rs. 12,00,000/- (Rupees twelve lakhs) to the account of the Sanitary Hardware through RTGS, on 23rd October, 2023, a sum of Rs. 12,00,000/- (Rupees twelve lakhs) to the account of the Sanitary Hardware through RTGS, on 8th November, 2023, a sum of Rs. 4,00,000/- (Rupees four lakhs) to the account of the Sanitary Hardware through RTGS, on 9th November, 2023, a sum of Rs. 15,20,919/-(Rupees fifteen lakhs twenty thousand nine hundred and nineteen) to the account of the Sanitary Hardware through RTGS, on 17th November, 2023, a sum of Rs. 14,00,000/- (Rupees fourteen lakhs) to the account of the Sanitary Hardware through RTGS, and finally on 23rd November, 2023, a sum of Rs. 10,00,000/- (Rupees ten lakhs) to the account of the Sanitary



Hardware through RTGS. Moreover, I have also paid the insurance amount as for the said construction materials through Ajay Bahadur.

It is submitted that according to my Ledger account till the closing balance upto 24-11-2023, I had transferred a sum of Rs. 4,80,72,919/-(Rupees four crores, eighty lakhs seventy two thousand nine hundred and nineteen) to Shri Ajay Bahadur Singh. However, the Ledger account submitted by Ajay Bahadur Singh, a sum of Rs. 4,37,52,000/- till 22-10-2023 was shown to be received by him and some contradiction has arises between us. On seeing his ledger account, it seems that the said Ajay Bahadur Singh had shown a bogus ledger account thereby misappropriating the amount sent by me.

It is further informed to your good office that inspite of sending repeated amounts more than 5 crores, the said Ajay Bahadur Singh had intentionally avoided to send the construction materials such TMT and Cement inspite of repeated request made from my side. The said Ajay Bahadur had dishonestly cheated by inducing me to deliver the construction materials after received of the amount as directed to send through his account under the name and style of Sanitary Hardware. Furthermore, he threatened my agent which was sent by me to request him to deliver the remaining delivery items as soon as possible. However, he flatly refused to deliver the remaining construction materials by saying that "maine tumhare saman jaan-bujke nahi diya he tum kiya karloge, jo karna hai karo, jitna paise maine tumse liya hai wohbhi wapas nahi dengge" "I intentionally not deliver your property what do you want to do, do whatever you want and whatever amount I have taken from you will not return back" and instead threatened to my agent not to come again to his place and in the event of doing so, you will face dire consequences.

Thus, the act of the said Ajay Bahadur amounts to criminal breach of trust, cheating and dishonestly inducing delivery of property as well as



criminal intimidation which amounts to be punished under the Indian Penal Code.

In view of the facts and circumstances mention above, I would like to request to your goodself to please take up necessary legal actions against the said Shri Ajay Bahadur Singh for cheating and threatening my agent in the interest of justice.

Thanking you.

Dated/Imphal The 08th Dec., 2023 Yours faithfully,

(Salam Adden) Proprietor,

Nongin Enterprises, Thangmeiband Kabrabam Leikai, Imphal

## Enclosed:

- Deed of Agreement 1.
- **ICICI Bank Statements** 2.
- Ledger Account of Nongin Enterprises. 3.
- Ledger Account of Senitary Hardware.
- Aadhar copy of Ajay Bahadur Singh. 5.

Aadhar Copy (myself). 6.

This import is treated as an 05 of the case. FIRNS 879 (12) 2023 the u/s 406/420/506 the.

IMPHAL POLICE STATION Imphal West Dist., Manipur