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Manipur State Form No. V.

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**FIRST INFORMATION OF A COGNIZABLE CRIME REPORT UNDER SECTION
154 CRIMINAL PROCEDURE CODE AT POLICE STATION LAMPHEL**

Sub-Division:- Lamphel

District: - Imphal West

FIR No. 46(02)2023 LPS u/s 420/406/409
/120-B-IPCDate & hour of occurrence: - On 27/2/2019
& 06/3/2019 Time not mention

Date and hour when reported.	Place of occurrence & distance direction from Police station	Date of dispatch from Police station
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25/02/2023
at 4:30 pm


At Hotel Classic Grande, Imphal

25/02/2023

/

At about 4- Kms N/East

N.B.: - A first information must be authenticated by the signature, mark of thump impression of informant and attached by the signature of the officer recording it.

Name & residence of information/ complaint	Name & residence of accused	Brief description of offences with section and of property carried off. If any	Steps taken regarding investigation. Explanation of delay in recording information.	Result of the case.
Nameirakpam Ibemhal Devi (47) yrs D/o Laishram Manihar Singh of Kwakeithel Thaunaojam Leikai, Imphal, Manipur-795001 /	Mrs. Amit Nigam, Director, Cinste Tandoori Pvt. Ltd. at C-358 ACPHA 1, Greater Noida Gautam Budh Nagar, Uttar Pradesh- 201308 and his associates	Cheating and dishonestly inducing delivery of property, & criminal breach of trust by public servant, or by banker, merchant or agent with criminal conspiracy. /	ASI. H. Anand Singh of Lamphel PS will investigate the case.	
OE - Attached  OC-LPS 25/02/2023		Punishable- u/s 420/406/409/120- B-IPC		

Officer-in-charge
Lamphel Police Station
Imphal West District, Manipur

Signed: - (Khogendro Pangambam)
Designation: - **Inspt. OC - Lamphel-PS**
Officer-in-charge
Lamphel Police Station
Imphal West District, Manipur



To,

The Officer-In-Charge
Lamphel Police Station
Imphal, Manipur



*Treated as an OE of the
Case under FIR No. 46(2)2023
LPS U/S 420/406/409/120-B-1PC*
[Signature]
OC/LPS.

Subject: **Complaint against Mr Amit Nigam, Director, Cinste Tandoori Pvt Ltd, having registered office at C-358 ACPHA 1, Greater Noida Gautam Budh Nagar, Uttar Pradesh-201308 for cheating an amount of Rs 11,00,000/- (Rupees Eleven Lakhs Only)**

Ref: (i) Bank Statement of HR Enterprises, Kwakeirithel Thounaojam Leikai reflecting transactions of Rs 9,00,000/- (Rupees Nine Lakhs Only) on 27 Feb 2019 and Rs 5,00,000/- (Rupees Five Lakhs Only) on 06 Mar 2019 on account of payment made in favour of Cinste Tandoori Pvt Ltd A/C No 003105032026, ICICI Bank, Sector 18, Noida IFSC Code 0000031.

(ii) E-mail dated 29 Dec 2019 from Mr Amit Nigam, Director, Cinste Tandoori Pvt Ltd regarding agreement to refund Rs 11,00,000/- (Rupees Eleven Lakhs Only).

Sir,

I, the undersigned Mrs Nameirakpam (O) Ibemhal Devi, age 47, Proprietor of HR Enterprises, having registered office at Kwakeirithel Thounaojam Leikai, Imphal, am filing a criminal complaint against Mr Amit Nigam, Director, Cinste Tandoori Pvt Ltd, for cheating and I, herein, state and depose the facts and the circumstances as under :-

1. That, through a common friend of my husband, I came to know that he was opening a chain of restaurants under Franchise Owned Company Operated (FOCO) model in Imphal, Manipur under the brand "Tandoori" in collaboration with Cinste Tandoori Pvt Ltd based out of Greater Noida, Uttar Pradesh. One Master Restaurant at Chingmeirong and one Outlet at Keishampat were being set up initially at that time.

2. That, an agreement was reached to Open an Outlet at Kwakeirithel Thounaojam Leikai between HR Enterprises and Cinste Tandoori Pvt Ltd, during the visit of Mr Amit Nigam to Imphal in Feb 2019 in the presence of Master Franchise Owner. Mr Amit Nigam stayed in Hotel Classic Grande, Imphal during this visit. As per understanding, I was asked to transfer a sum of Rs 9,00,000/- (Rupees Nine Lakhs Only) to the Bank A/C No 003105032026, ICICI Bank Sector 18, Noida belonging to Cinste Tandoori Pvt Ltd as payment for the first instalment on account of Franchise fees and associated charges. Accordingly, I transferred Rs 9,00,000/- (Rupees Nine Lakhs Only) as the first instalment on 27 Feb 2019 and subsequently, Rs 5,00,000/- (Rupees Five Lakhs Only) on 06 Mar 2019 as the second instalment from my firm's Account of SBI, Singjamei Branch A/C No 38234773451. Copy of the Bank Statement of HR Enterprises is enclosed.

3. During this time, construction and renovation of the Master Restaurant at Chingmeirong was going on in full swing, for which a construction team was sent by the Company along with all the customized materials. Also, the Company had sent the Main Chef, furnitures and other equipment for the Master Restaurant. The Company had already appointed a General Manager to take care of their operations in Imphal and recruitment for staff members of Master Restaurant and two Outlets were also going on. Therefore, there was no reason to doubt the intention to cheat by Mr Amit Nigam and his associates in Cinste Tandoori Pvt Ltd, Noida.

4. That the construction and renovation of the proposed Outlet in the space provided by HR Enterprises at Kwakeirthei Thounaojam Leikai was to commence immediately after the completion of Master Restaurant at Chingmeirong. Mr Amit Nigam had committed that the operations of Main Restaurant at Chingmeirong would commence from 10 Apr 2019 and the two Outlets at Keishampat and Kwakeirthei from 20 Apr 2019, failing which the Company would pay double the rental till operationalisation of restaurants.

5. That, the proposed construction and renovation of Kwakeirthei Outlet got delayed on same pretext or the other. Only around Jul 2019, I came to know that the Company contracted construction team had left Imphal and construction activities would resume after they come back to Imphal.

6. That, due to unbearable delay, Mr Amit Nigam was contacted on 10 Sep 2019. Mr Amit Nigam kept giving assurance that the construction would commence soon and that he would personally come down to Imphal to ensure earliest operationalisation. However, Mr Amit Nigam neither visited Imphal nor sent anyone on his behalf. He also did not pay the rental amount as he promised. In between, he despatched a consignment comprising of furnitures (damaged) and incomplete set of equipments for the Outlets at Kwakeirthei and Kishanpat.

7. That, after persistent engagement, Mr Amit Nigam finally admitted that he would not able to carryout construction and renovation of the proposed outlet at Kwakeirthei and operationalise it. Thereafter, after further negotiations, he finally agreed to refund a sum of Rs 11,00,000/- (Rupees Eleven Lakhs Only) after deduction Rs 3,00,000/- (Rupees Three Lakhs Only) as cost of equipment and furnitures supplied to us, within next 6 to 8 months via his email dated 29 Dec 2019.

8. That, despite his constant assurances and postponing the date of payment, he has not refunded the amount yet. In between he proposed, a cosmetic business under the brand name "Nutriglow" which could not take off due to lack of transparency and non response after few supplies here and there. I and my husband have been continuously communicating with him for refund of the amount but despite his constant assurances, he has not refunded the amount. Mr Amit Nigam, thereafter, has not even responded after Oct 2022. His phone numbers are found switched off most of the time and he is nearly uncontactable and have not been in communication since Oct 2022.

9. Details of Mr Amit Nigam and his associates are under :-

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|-----|-----------------|---|--|
| (a) | Mr Amit Nigam | - | Director, Cinstee Tandoori Pvt Ltd
9582996556, 8527310111 |
| (b) | Mr Ankit Nigam | - | Director, Cinstee Tandoori Pvt Ltd
7835092204 |
| (c) | Mr Sparsh Nigam | - | Cinstee Tandoori Pvt Ltd
9667184744 |