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Manipur State Form No. V.

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FIRST INFORMATION

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

Sub-Division: - Lamphei

District: - Imphal West

FIR. No. 2693(10)2023 LPS u/s 420/509/506/120-B-IPC Date & hour of occurrence: On 13/07/2022,
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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On 18/10/2023
at 4:15 pm

At "Unique Saloon" located at Chingmeirong,
Opposite ISBT

18/10/2023

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.
SI. T. Romen Singh of Lamphei Police Station. OE - Attached I/C-LPS 18/10/2023	1. Anei Hungyo W/o Sri Pungai Hungyo of Khuman Lampak opposite to Inter State Bus Terminus & 2. Sangambam Amarjit Singh (26) S/o Sangambam Ibomcha Sing of Naharup Mayai Leikai, IE, Mnaipur	Cheating, Word, gesture or act intended to insult the modesty of a woman, criminal intimidation & criminal conspiracy Punishable u/s 420/509/506/120-B-IPC	ASI. Moshel Tontang of Lamphei PS will investigate the case	

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

Signed: - (Lokendro Khaidem)
Designation: - Inspt. 2nd OC-Lamphei-PS
Officer-in-charge
Lamphei Police Station
Imphal West District, Manipur



To,

The Officer-In-Charge
Lamphel Police Station
Imphal-West District, Manipur.

*Treated as an OE of the Case
under FIR No. 2693 (10) 2023
LPS v/s 120/509/506/120-B-IPC.*

[Signature]
1/c-Lamphel PS.
Officer-in-charge
Lamphel Police Station
Imphal West District, Manipur

Subject: Enquiry report.

Ref. GD Entry No.10/LPS/2023 dated 26/09/2023.

Sir,

On 26/09/2023 the complainant namely Bs. Jelia (28) D/O Bs. Sontong of Panchai, Chandel a/p Tankhul Avenue submitted a complaint report to O/C Lamphel PS stating that, for the purpose of setting up small business of her livelihood, she made a deed of lease with Anei Hungyo W/O Mr. Pungai Hungyo of Khuman Lampak opposite to Inter State Bus Terminal (ISBT in short), Imphal-East District, Manipur from the month of July 2023 at the monthly rent fees of Rs.7000/- (Rupees seven thousand only) per month and deposited Rs.8,00,000/- (Rupees eight lakhs only) as a security deposit.

That, it is clearly written in the deed of lease agreement that the shop rent shall be revised for time to time as deem fit at reasonable prevailing market rate. However, after setting up all her business plan the lessor suddenly hike up Rs.15000/- (Rupees fifteen thousand only) per month which is double of her monthly rented fees within one year which she feel is totally against the law of our land. Being a girl and only bread earner in her family, she feel so disappointed with the sudden and double hicking of her rent fee within a year. Having no means, she asked the landlord to refund her invested money for setting up of her business if in case she stands to stick with the hicking of her rent fees. To which she willingly accepts to refund the invested amount i.e Rs.7,00,000/- (Rupees seven lakh) which comes to the total of Rs.15,00,000/- (Rupees fifteen Lakhs only) including her security deposit.

That, to her utter surprise one person namely Amarjit who run business like her in the same building came and interfere between them and he forced her to vacate the rented room immediately saying that he has already been booked the said room for his business. She asked him to give time for settlement of her issue with the landlord but he pays no hit to my humble request and he forced me to vacate the room by threatening with abusive words. He even kicked her table and doors in front of her client while she was dealing with her client. Due to which she feel so scared at him and humiliated in front of her client. The only option that left for her is to control her tears and humble herself. The total investment of her money to run her business in the said room is more than Rs.7,00,000/- (Rupees seven lakhs only). So she requested her landlord to return at least value of her investment. However, the newly occupant namely Amarjit come and interfere in between and he forced her to accept Rs.3,00,000/- (Rupees three lakh only) or else she will not get any penny. Having no means, she took her security deposited i.e Rs.8,00,000/- (Rupees eight lakh only) and Rs.3,80,000/- (Rupees three lakh & eighty thousand only) which comes to the total of only Rs.11,80,000/- (Rupees eleven thousand & eighty thousand only), the remaining Rs.3,20,000/- (Rupees three lakh & twenty thousand only) is yet to paid.

In view of the above fact and circumstances necessary legal action may be taken against her landlord for cheating her and also Amarjit who illegally forced her to vacate the said room before her settlement with the landlord. Hence the case.



Accordingly, under endorsement GD Entry No.10/LPS/2023 dated 26/09/2023 the Officer-in-Charge, Lamphel PS directed me to enquire into the matter and furnish an enquiry report.

That, during the course of investigation, examined the complainant very minutely in which she fully corroborated with the OE of the case. She stated that in the month of June, 2023 without any reason, the landlord started asking her to vacate the room. In fact, she started the business a year ago and it was running well. She took time from the landlord till 1st of October, 2023 so that she can think about this matter (i.e leaving the room or not), to which the landlord also agreed. Meanwhile, Sangambam Amarjit started interfering between her & the landlord and threatened her to vacate the room in 3-4 days. The entire incident happened in presence of her staff namely (i) Shangshang (20) D/O Bs. Songtong of Panchai, Chandel a/p Tankhul Avenue & (ii) Mayuri Tangkhul. Due to fear of Amarjit's nature, she had to leave the room unwillingly on 17th September, 2023. She also added that she has some voice recordings when Amarjit threatened her.

I have conducted an enquiry by way of visiting the spot i.e "Unique Saloon" located at Chingmeirong, opposite ISBT. On observation, I found 2(two) small rooms where 2 beds were kept and one reception room along with one toilet.

That, examined Sangambam Amarjit Singh (26) S/o Sangambam Ibomcha Singh of Naharup Mayai Leikai, IE, Manipur very minutely in which he stated that on Anei Hungyo's (Landlord) insistence, he had paid a sum of Rs. 10 Lakhs as security deposit after preparing the "deed of lease" and booked the room for his business at Rs.15 thousand as rent. But despite repeatedly requesting the complt to vacate the room, she pays no attention to his humble request. But later on, the complt agreed and gave assurance to him that she will vacate the room on or before 17th September, 2023. Even after giving the assurance to me, she was not vacating the room due to which he was incurring huge losses and the businesses were also not able to run despite paying a huge amount as security deposit. Moreover, even if the complt didn't vacate the room, he still had to pay the room rent, which made him very angry. Due to which one day (i.e on the day of Vishwakarma Puja dated 17/09/2023), he had some liquor (Beer) and went to "Unique Saloon" and angrily scolded the complainant and asked why she was not vacating the room. But despite repeatedly requesting her to leave the room she asked me to refund a sum of Rs.3,00,000/- (Rupees three lakh only) as she had invested money for setting up her business by renovating the rooms. On which Sangambam Amarjit also agreed and accordingly, he gave the said amount i.e Rs.3,00,000/- to the landlord and later the landlord handed over the same amount to the complainant.

Later, he came to know that why the complt was not ready to leave the room because there was an agreement between the complainant and the landlord that if the goods which complt had used to run the business and which are lying in the room are not removed from the room then the complt will be given a sum of Rs.4 lakhs instead of 3 Lakhs which he was not aware of at all. As such he had apologized to her for the act/behaviour which he had shown to the complt on 17/09/2023.

Examined the land lord Anei Hungyo W/O Mr. Pungai Hungyo of Stadium road opposite to ISBT, Chingmeirong East. PO-Lamlong & PS-Lamphel, Imphal-East District, Manipur in which she stated that out of pity for the complt and thinking that she was a tribal girl, in 2023, she gave her the room with Rs. 8,00,000/- (Rupees Eight Lakh only) as security deposit and room rent at Rs.7,000/- (Rupees seven thousand only) at a very low rate. Whereas many people had utilised/stayed in the room and compared to the room rent paid by others, the room rent that complt was paying was much less. Despite

staying in the room, the complt was paying only Rs.6,000/- (Six thousand only) as rent, instead she had to pay a sum of Rs.7,000/- (Seven thousand only) monthly. She is also a tribal woman and complt is also a tribal girl and thinking that she is like a daughter, she didn't say anything to complt and let her stay. After one year, she felt that the rent should be increase and a new "deed of lease" was prepared which was signed by the complainant without any pressure on her. After few days, complt came to her house very angrily and the complt argued a lot with her to reduce the room rent. The complt was not ready to listen to her at all instead arguing with her in front of Md. Hussan (55) S/O Md. Guru Mohomad of Khurai Heikru Makhong, Imphal-East District, Manipur & others and very angrily she asked to return the entire security deposit within one day. Due to which, she also felt very ashamed and seeing her anger, she found a new customer (i.e Sangambam Amarjit) the very next day and after requesting Amarjit, the entire deposited amount was taken from him and the complt was refunded her security deposit on 12/09/2023. After that and despite all this, complt again said that she wants back all the money which she had spent on interior renovation of the same room. The complt further told her that if she takes away her belongings which are crammed inside the room, she will have to pay Rs.3 Lakhs more and if the complt doesn't take away the stuff, she will have to pay Rs.4 Lakh. But the complt had shifted some of her belongings and despite that the complt was asking for Rs.4 Lakhs. Later a settlement was reached at Rs. 3.8 Lakh (Rupees three lac and eighty thousand only), out of which Rs. 3 Lakhs was taken from Sangambam Amarjit and she herself gave Rs. 80,000/- to the complt. Sangambam Amarjit shifted to the room in the last week of September, 2023 for which he is going to pay Rs. 15,000/- (Rupees Fifteen thousand only) as rent and Rs. 10,00000/- (Rupees ten laks only) as security deposit.

For finding out the true facts circumstances of the case i.e threatening with abusive words, kicking the table & doors, humiliation in front of others, forced the complt to accept Rs.3,00000/- (Rupees three Lakhs only), illegally forced her to vacate the room etc and formalities of the investigation are yet to complete. Moreover, the complt also mentioned that she has some evidence in the form of voice recording. Hence, a thorough investigation is very much required so as to enable to complete a smooth investigation of the case at the end of the justice.


In the circumstances there is an evident that the two accused might have committed a cognizable offence but regarding hiking of rent and security deposit, the petitioner can file a petition before the "Civil Court".

Appropriate decision which is deemed fit may be taken from your end

Necessary documents (Xerox photo copies) are also attached herewith for favour of reference.

Dated/Lamphei
12/10/2023

Yours faithfully,


(SI. T. Romen Singh)
Lamphei Police Station
Imphal-West District
Manipur.

