**BEFORE THE CONSUMER DISPUTES REDRESSAL DISTRICT FORUM AT KARBI-ANGLONG, ASSAM**

**CC.No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_/20\_\_**

Alok Sarkar

s/o Late Manik Sarkar

Ward No. 3, Bokajan,

Dist: Karbi Anglong, Assam

Phone number: 123456789

Age: [Enter Age]

Occupation: [Enter Occupation] Complainant

Versus

SBI General Insurance Co. Ltd.

2nd Floor, Lakshmi Darshan,

GS Road, Ulubari,

Dist: Guwahati, Assam … Opposite Party

This complaint under section 35 of the Consumer Protection Act, 2019, is presented on the grounds stated herein under:-

1. That the Complainant is a citizen on India residing in Ward No. 3, Bokajan, Dist: Karbi Anglong, Assam and the Opposite Party abovenamed, is an insurance company registered in India and providing various kinds of insurance services and having its office at 2nd Floor, Lakshmi Darshan, GS Road, Ulubari, Dist: Guwahati, Assam.

2. That the complainant took a Standard Fire and Special Peril Policy with policy number 0000005783545-01 (valid from 16.02.2018 to 15.02.2019) insuring the complainant’s shop M/s Binapani Hardware situated at GB Road, Bokajan. The insurance policy is attached as Exhibit 1. The policy covers a loss of up to Rs. 15 lakhs and the complainant has been depositing a premium of Rs. 7000 each month since the inception of the policy, amounting to a total of Rs. 4 lakhs till date.

3. A fire broke out in the said shop on 25.05.2018. The complainant suffered a loss of approximately Rs. 35,00,000/- due to the incident. The documents of the shop are attached as Exhibit 2.

4. The complainant was not around the shop as it was night time and was informed by locals about the fire. The complainant promptly reported the incident at the Bokajan Police Station on the same date which was recorded under entry 815 in the station diary. The complainant also called your executive on the same date, who asked the complainant to mail about the incident along with supporting documents. The complainant complied and sent a mail on the same date with all relevant documents. However, the complainant has not received any response since then. A copy of the diary entry at Bokajan Police Station is attached as Exhibit 3. A copy of the mail sent to the opposite party is attached as Exhibit 4.

Having no alternative remedy, the Complainant filed the present complaint seeking the insurance claim amount of Rs. 15,00,000/- with 18% interest, compensation for mental agony on the account of deficiency of service and unfair trade practice, and compensation for expenses incurred on the legal proceedings

5. The complainant by a notice dated [], called upon the Opposite Party to process the insurance claim by the Complainant within 15 days of the receipt of the said notice. The said notice was duly received by the Opposite Party but neither they paid the above amount to the complainant nor replied to the said notice. Hereto annexed and marked as Exhibit 5 is the copy of the above notice and its acknowledgement.

6. The opposite party, involved in the business of insurance service, has a responsibility to process valid claims for which the insurance was taken. The opposite party has been deficient in offering this service. The complainant is entitled to the insurance claim amount.

7. The total consideration paid by the Complainant for the service is Rs.5,00,000/- as insurance premiums which is less than Rs. 50 lakhs. The complainant resides in and the cause of action arises in Bokajan, District: Karbi-Anglong. Hence the district forum has the jurisdiction to try and entertain this complaint.

8. The complainant has not filed any complaint having the same cause of action in any other forum or court.

9. The cause of action arose on 25.02.2018 which is within the limitation period prescribed under the Act. Hence, the claim in the complaint is not barred by the law of limitation.

10. The Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.

11. In the circumstances, the Complainant therefore prays that:

a. the opposite party be directed to process the insurance claim of the Complainant and pay the sum of Rs. 15,00,000/- being the coverage of the insurance policy;

b. the Opposite Party be directed to pay to the Complainant the sum of Rs. \_\_\_\_\_\_\_\_/- being the cost of the legal expenses borne by the Complainant;

c. the opposite party be directed to pay to the complainant the sum of Rs. \_\_\_\_\_\_\_\_/- being the cost of visiting the opposite party, phone calls, follow up and mental agony and harassment suffered by the Complainant due to negligence and deficiency in service by the opposite party.

d. any other relief deemed fit and proper in the circumstances of the case.

Dated this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COMPLAINANT**

**VERIFICATION**

I, Alok Sarkar, s/o Late Manik Sarkar, Indian Inhabitant the complainant abovenamed residing in Ward No. 3, Bokajan, Dist: Karbi Anglong, Assam, do hereby solemnly declare and state that what is stated in paragraphs no.1 to 11 of the above complaint is true to my own knowledge and what is stated in the remaining paragraphs is stated on information and belief and I believe the same to be true.

Solemnly declared at Karbi-Anglong

this day of \_\_\_\_\_\_ 2024

Complainant