**BEFORE THE HON'BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION AT [LOCATION]**

**IN RE: COMPLAINT NO. \_/20**

**IN THE MATTER OF:**

Nitin Chaudhary  
5/41A, Moti Nagar, New Delhi-15  
 .....................................................................Complainant

**Versus**

1. National Insurance Company (NIC)  
2E/9, Jhandewalan, New Delhi-110055  
 .....................................................................Opposite Party 1

2. Mobile Store Limited  
Head Office: Essar Techno Park, Building "B", 1st Floor, Pyramid Infotech Park, Swan Mill Compound, LBS Marg, Kurla (W), Mumbai-400070  
Store Office: Shop no. 3/1/11, Gopinath Bazar, Delhi Cantt, Delhi-110010  
 .....................................................................Opposite Party 2

**COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019**

**RESPECTFULLY SHOWETH:**

1. That the Complainant, Mr. Nitin Chaudhary, is a resident of 5/41A, Moti Nagar, New Delhi-15.
2. That the Complainant purchased an Apple iPhone-6 16GB Gold from Opposite Party 2 (Mobile Store Limited) and insured it through Opposite Party 1 (National Insurance Company) as per the policy.
3. That the iPhone, initially experiencing issues, was replaced twice by the service center. However, the third device again faced damage, for which the Complainant incurred repair charges amounting to Rs.23,500.
4. That the Complainant sought reimbursement for the repair charges from Opposite Party 1 under the insurance policy, but the claim was rejected on the grounds of mismatched IMEI numbers, ignoring the fact that the phone was replaced under warranty.
5. That Opposite Party 2 failed to provide proper guidance on updating the insurance policy to cover the replaced devices, leading to the claim's rejection.
6. **CAUSE OF ACTION**: Arises from the Opposite Parties' failure to acknowledge the valid insurance claim, causing financial loss and mental agony to the Complainant.
7. **EVIDENCE**: The Complainant attaches herewith the purchase invoice, insurance policy documents, service center reports, repair bills, and correspondence related to the insurance claim.
8. **JURISDICTION**: The Hon'ble District Consumer Disputes Redressal Commission has jurisdiction as the transaction and subsequent interactions took place in New Delhi.
9. **LIMITATION**: The cause of action arose on [Date of Claim Rejection], which is within the limitation period prescribed under the Consumer Protection Act, 2019.
10. **PRAYER:**

The Complainant humbly prays before the Hon'ble Commission for the following relief:

A. Direct Opposite Party 1 to reimburse the repair charges amounting to Rs.23,500.

B. Direct Opposite Party 2 to compensate for the misguidance leading to the rejection of the claim.

C. Award compensation for the mental agony and inconvenience suffered by the Complainant.

D. Any other relief that the Hon'ble Commission may deem fit and proper in the circumstances of the case.

**Place: [Location]  
Date: [Date of Filing] [Signature of Complainant]**

**VERIFICATION:**

I, Nitin Chaudhary, do hereby verify that the contents of this complaint from para 1 to [last para number] are true and correct to my knowledge, no part of it is false, and nothing material has been concealed therein.

Verified at [Location] on this [Date of Verification].

[Signature of Complainant]  
Nitin Chaudhary

**ANNEXURE OF EVIDENCE**[List of Documents Attached]