

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,****U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/113/2024
Date of Institution	:	26.02.2024
Date of Decision	:	5/11/2024

Tirlok Chand Sharma S/o Dev Dutt Sharma, Rio #3414, Sector 46-C, Chandigarh-160046

...Complainant

Versus

Max Super Speciality Hospital, (A unit of Hometrall Buildtech Pvt. Ltd), Near Civil Hospital, Phase 6. SAS NAGAR-160055 through its Managing Director

...Opposite Party

**CORAM :**

<b>SHRI PAWANJIT SINGH</b>	<b>PRESIDENT</b>
<b>MRS. SURJEET KAUR</b>	<b>MEMBER</b>
<b>SHRI SURESH KUMAR SARDANA</b>	<b>MEMBER</b>

**ARGUED BY** : Sh.Anirudh Gupta, Advocate for complainant  
: Sh. Inderjeet Singh, Advocate proxy for Sh. G.S. Rangi, Advocate for  
: OPs

### **Per Pawanjit Singh, President**

- The present consumer complaint has been filed by complainant against the opposite party (hereinafter referred to as the OP). The brief facts of the case are as under :-
  - It transpires from the averments as projected in the consumer complaint that on 12.11.2023, the complainant was admitted in the OP-hospital for treatment of oncology and on the advice of the doctors, he underwent the surgery and was got cured after the surgery. He was discharged on 20.11.2023 from the OP(Annexure C-1). At the time of discharge, he received the Invoice No.MHIC234158 dated 20.11.2023 for ₹4,44,435/- from the OP, out of which an amount of ₹2.10 lakhs was deposited by him and an amount of ₹3,24,432/- were credited in the account of the OP by Central Government Health Scheme (for short 'CGHS'), totaling ₹5,34,435/- despite of the fact that the invoice was for an amount of ₹4,44,435/-. The aforesaid ₹2,10,000/- was deposited by the complainant as upfront payment with the OP in order to perform robotic surgery because the procedure is not covered by the CHGS. Following the scheduled surgery and upon discharge, the invoice receipt number MHRF35909 dated 20.11.2023 was generated including information regarding a cheque reimbursement of ₹90,000/-. Upon enquiry, the OP declined to reimburse ₹90,000/- and provided another invoice receipt number, MHCS1893935/ MHRC1816920 for surgery expenditures of Rs.90,000/-. As per invoice receipt No.MHRF35909 dated 20.11.2023 wherein the amount of Rs.90,450/- has already been claimed by the OP from CGHS, as a result of which the OP could not have received double amount of ₹90,000/- from the

complainant. In this manner, as the OP has received ₹5,34,435/- against the invoice of ₹4,44,435/- and has not refunded ₹90,000/- to the complainant till date, the aforesaid act amounts to deficiency in service and unfair trade practice on the part of OP. OP was requested several times to admit the claim, but, with no result. Hence, the present consumer complaint.

- b. OP resisted the consumer complaint and filed its written version, inter alia, taking preliminary objections of maintainability and cause of action. On merits, it is admitted that the aforesaid surgery of the complainant was conducted by the OP at the relevant time and he was discharge from the OP hospital after successful surgery and the OP had raised the invoice and accordingly, the complainant deposited an amount of ₹2,10,000/- on 15.11.2023 alongwith ₹3,24,435/- and in the bill a sum of Rs.89,999.99 was refunded to the complainant and accordingly total bill of Rs.4,44,435.01P was raised (Annexure R-2).. It is further alleged that the complainant and the CGHS has made the total payment of ₹2,10,000/- plus ₹3,24,435/- i.e. ₹5,34,435/- and in the final bill a sum of Rs.89,999.99 was deducted and total becomes ₹4,44,435/- which was the final bill and as such the question of overcharging does not arise at all. The cause of action set up by the complainant is denied. The consumer complaint is sought to be contested.
  - c. In replication, complainant reiterated the claim put forth in the consumer complaint and prayer has been made that the consumer complaint be allowed as prayed for.
2. In order to prove their respective claims the parties have tendered/proved their evidence by way of respective affidavits and supporting documents.
  3. We have heard the learned counsel for the parties and also gone through the file carefully, including the written arguments.
    - i. At the very outset, it may be observed that when it is an admitted case of the parties that the complainant had undergone robotics surgery for oncology in the OP-Hospital on 12.11.2023 and was discharged on 20.11.2023 as is also evident from the discharge summary (Ex.C-1) and the OP raised the invoice dated 20.11.2023 for ₹4,44,435/-, out of which the complainant had paid an amount of ₹2,10,000/- and an amount of ₹3,24,435/- was deposited by the CGHS and while issuing the settlement receipt available at page 15 of the paper book, the OP has further raised the invoice of ₹90,000/- in addition to the earlier invoice of ₹4,44,435/-, the case is reduced to a narrow compass as it is to be determined if the OP has overcharged the complainant and received an amount of ₹90,000/- in excess against the initial invoice of ₹4,44,435/- raised by the OP and the complainant is entitled for the refund of ₹90,000/- along with compensation etc., as is the case of the complainant, or if the OP has not overcharged the amount of ₹90,000/- from the complainant and the complaint of the complainant, being false and frivolous, is liable to be dismissed, as is the defence of the OP.
    - ii. In the back drop of the foregoing admitted and disputed facts on record, one thing is clear that the entire case of the parties is revolving around the invoice dated 20.11.2023 (Ex.C-2) and for that purpose the same are required to be scanned carefully.
    - iii. Perusal of Ex.C-2 clearly indicates that the OP has raised the Invoice No.MHIC234158 dated 20.11.2023 for ₹4,44,435/- and out of the aforesaid amount a sum of ₹2,10,000/- has already been deposited by the complainant on 15.11.2023. It is also referred on the second page of Ex.C-2 that CGHS has already credited an amount of ₹3,24,435/-to the OP and thereafter an amount of ₹89,999.99 has been refunded to the patient as mentioned in the settlement receipt. Thus one thing is clear on record that in fact the OP has accepted total amount of ₹5,34,435/- against the invoice of ₹4,44,435/- and as per its record had refunded the amount of ₹90,000/- to the complainant at that very moment by giving reference in the invoice.
    - iv. Now, the only dispute between the parties is if the OP has already refunded an amount of ₹90,000/- to the complainant or not?
    - v. The learned Counsel for the complainant submitted that though the OP has made reference of net amount refunded to the patient to the tune of ₹89,999.99 in Ex.C-2, but as the same has not been actually refunded to the complainant till date, the aforesaid act of the OP amounts to deficiency in service and unfair trade practice on its part OP has charged an amount of ₹90,000/- in excess from the complainant and has also made false reference in Ex.C-2 regarding the refund of the same.

- vi. The learned Counsel for the OP submitted that after the scrutiny of the record by the OP, it was found that inadvertently, the aforesaid amount could not be refunded to the complainant and the OP is ready to refund the same. As in Ex.C-2, the OP has made a reference that it has already refunded net amount of ₹89,999.99 to the patient and the same defence has also been taken by the OP in its written version filed before the Commission, it stands proved on record that the OP has not only mis-stated the facts to the complainant about the refund of the aforesaid amount but has also misled this Commission regarding the same and the said act of the OP amounts to deficiency in service and unfair trade practice on its part.
- vii. In view of the aforesaid discussion, it is safe to hold that the complainant has successfully proved the cause of action set up in the consumer complaint and the present consumer complaint deserves to succeed.
4. In the light of the aforesaid discussion, the present consumer complaint succeeds, the same is hereby partly allowed and OP is directed as under :-
- i. to pay ₹90,000/- to the complainant alongwith interest @ 9% per annum (simple) from the invoice date i.e. 20.11.2023 (Ex.C-2) onwards.
  - ii. to pay ₹15,000/- to the complainant as compensation for causing mental agony and harassment;
  - iii. to pay ₹10,000/- to the complainant as costs of litigation.
5. This order be complied with by the OP within a period of 45 days from the date of receipt of certified copy thereof, failing which the amount(s) mentioned at Sr.No.(i) & (ii) above shall carry penal interest @ 12% per annum (simple) from the date of expiry of said period of 45 days, instead of 9% [mentioned at Sr.No.(i)], till realisation, over and above payment of ligation expenses.
6. Pending miscellaneous application(s), if any, also stands disposed off.
7. Certified copies of this order be sent to the parties free of charge. The file be consigned.

5/11/2024

cmg  
[Pawanjit Singh]

**President**

[Surjeet Kaur]

**Member**

[Suresh Kumar Sardana]

**Member**