

Date of Filing: 21.06.2022
Date of Order: 03.02.2023

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION – I, HYDERABAD
P r e s e n t

HON'BLE MRS. B. UMA VENKATA SUBBA LAKSHMI, PRESIDENT
HON'BLE MRS. C. LAKSHMI PRASANNA, MEMBER
HON'BLE MR. R. NARAYANA REDDY, MEMBER

On this the Friday the 03rd day, of February, 2023

C.C.No. 403/2022

Between

Mir Abdul Hameed Khan S/o Mir Abdul Azeez Khan,
Aged about 67 years, Occ: Retd Service, R/o: 19-3-425/b/16,
Jahanuma, Charchaman, Hyderabad – 500053
Cell No. 9182357946

....Complainant

AND

STAR Hospitals, A unit of UNIMED Health care Pvt Ltd,
Rep.by its authorized signatory,
Road No.10, Banjara Hills, Hyderabad TS- 500034

....Opposite Party

Counsel for the Complainant : Mr. B. Kiran Kumar &
Mrs.P.Santoshi Kumari
Counsel for the Opposite party : Mr. Srinivas Karra

O R D E R

(By HON'BLE MRS. C. LAKSHMI PRASANNA, MEMBER
on behalf of the bench)

1. The present complaint is filed by the complainant u/Sec.35 of The Consumer Protection Act, 2019 alleging deficiency of service on the part of the Opposite Party and seeking appropriate direction to the Opposite Party.
 - i) To refund the amount Rs. 7,10,868/- (Rupees Seven Lakhs Ten Thousand Eighty Hundred Sixty-Eight Only) along with interest @24% p.a from the date of payment.
 - ii) To pay Rs10,00,000/- (Rupees Ten Lakhs only) towards compensation and mental agony faced by the complainant for deficient services.
 - iii) To pay Rs.20,000/- (Rupees Twenty Thousand only) towards the costs of litigation.

Brief facts of the case are:-

2. As per the averments of the complaint, the complainant, a retired employee, having worked as a Head Clerk in Archaeological Survey of India is covered under CGHS scheme. Apparently, the complainant suffered from breathless and cough during the last week of June 2020 and after searching for hospitals empanelled under the CGHS, and after confirming that the Opposite Party Hospital was empanelled with CGHS, the complainant got admitted in the O.P. Hospital as in patient on 1/7/2020 vide IP No.2007004012 and was treated for COVID PNEMONIA (Critical Disease) and TYPE 2 DIABETES MELLITUS HYPERTENSION and was discharged on 16/07/2020. It is averred by the complainant that O.P. Hospital authorities informed the complainant that he needs to make payment for the treatment and later claim reimbursement from CGHS, and accordingly, the complainant paid a total amount of Rs.11,51,974/- (Rupees Eleven Lakhs Fifty One Thousand Nine Hundred and Seventy Four only) towards the medical expenses and hospitalization charges (payments made on different dates and receipts filed under Ex A-1 & Ex A-2) It is further averred by the complainant that he submitted all relevant documents (medical bills and medical record) to CGHS Government Officer i.e wellness center, CMR on 29/07/2020 seeking reimbursement of the amount of Rs.11,51,974/- incurred for the medical expenses and hospitalization for his Covid treatment in O.P. Hospital from 01/07/2020 to 16/07/2020 and that after scrutiny by the concerned officials and forwarding the same to CGHS Begumpet on 18/08/2020, an amount of Rs.4,41,106/- (Rupees Four Lakhs Forty One Thousand One Hundred and Six only) was reimbursed out of the total medical bill of Rs.11,51,974/- and on enquiring the reasons for partial settlement of the medical claim, the complainant received a letter dt.04/03/2021 (Ex A-3) from the CGHS- Additional Director stating that the bill submitted by the complainant was settled as per the CGHS approved rates and OM No.F.No.6-52/CGHS/GR Cell/2020/DIR/CGHS dt.10/07/2020 pertaining to covid positive cases and was further stated in the said letter that the treating hospital has not adhered to the CGHS rates applicable for room rent, investigations and procedures and covid treatment. It is the case of the complainant that the O.P. Hospital, being empanelled under the CGHS scheme has charged for his

treatment at the rates in excess as against the government prescribed rates and excessively charged the complainant, who was a central government employee and covered under the scheme. Aggrieved by the same, the present complaint is filed seeking appropriate relief against the Opposite Party.

- 3.** In the written version filed on behalf of the Opposite Party, while denying the allegations, it was contended that the complainant never informed the O.P. hospital that he was covered under CGHS scheme and that he is availing CGHS benefits and hence the O.P.Hospital charged him for his covid treatment in ICU as per its tariff and that the complainant, having paid without any objections on discharge after successful treatment from 01/07/2020 to 16/07/2020 in their hospital. With the above contentions, submitting that there is no deficiency of service/unfair trade practice on their part, the Opposite Party sought dismissal of the complaint.
- 4.** During the enquiry, the complainant filed his affidavit reiterating his version of the complaint along with supporting documents marked as Ex A-1-to A-5 including the medical bills, Discharge Summary, letter from CGHS regarding the approval of partial claim clarifying on the charges applicable to empaneled Hospitals under the CGHS scheme and the relevant G.O. No.248 of Government of Telangana fixing ceiling on the rates chargeable by health care providers for testing and treatment of covid patients and also the Proceedings of the Director Medical Education, Government of Telangana inter alia pertaining to the charges for treatment in O.P. Hospital as per the rates prescribed by Government of India, Ministry of Health and Family Welfare for CGHS. the evidence affidavit of the General Manager of the Opposite Parties is filed and Ex. B-1 to B-3 including the Policy Proposal Form, copy of terms and conditions of the policy, first premium receipt, copy of the application for surrender of the policy, and copy of Surrender Discharged Form are marked on their behalf.
- 5.** Based on the facts and material brought on record, and the oral and written submissions of both the parties, the following points have emerged for consideration:

- Whether the complainant could make out the case of unfair trade practice on the part of the Opposite Party?
 - Whether the complainant is entitled for the claim/compensation made in the complaint? To what relief?
- 6.** The issues for consideration are a) whether the O.P. Hospital did not adhere to the rates for covid treatment as prescribed by the Government and b) whether the complainant herein was excessively charged for his treatment during 01/07/2020 to 16/07/2020. The undisputed facts of the case are that the complainant underwent treatment for Covid pneumonia in the Opposite Party Hospital from 01/07/2020 to 16/07/2020 (Page-2 of Ex A-1 -Emergency Certificate and Discharge summary filed under Ex A-2 and Ex B-1) and that the complainant paid the total amount of Rs.11,35,474/- + Rs.16,500/- consolidated O.P. Bills as per Page-2 of Ex A-1 and evident from payment of the medical bills on various dates as shown in Page-328 of Ex B-3. It is the case of the complainant that he was covered under CGHS (CGHS Card No.253011/P) and that O.P. Hospital being empanelled under CGHS has excessively charged him for the covid treatment as against the rates prescribed by the Government of India and Government of Telangana. In support of his claim, he filed the letter No.SC-MRC/CGHS/Hyd/2020-21/6969 dt. 04/03/2021 from the Office of the Directorate General of CGHS (Ex A-3) referring to the complainant's letter dt.08/02/2021 pertaining to medical reimbursement claim, wherein it is mentioned that the complainant's claim has been settled as per CGHS approved rates and OM No.6-52/CGHS/GR Cell/2020/DIR/CGHS dt.10/07/2020 received from Directorate for Covid Cases and the scrutiny summary

Sl No	Procedure	CGHS Code	Amount
1	Room Rent	-	Rs. 1,25,500/-
2	Consultations	-	Rs. 7,560/-
3	Investigations	-	Rs. 45,859/-
4	Medicines	-	Rs. 2,48,558/-
5	Ventilator	-	Rs. 6,721/-
6	Oxygen	-	Rs. 5,568/-
7	Miscellaneous	-	Rs 1,340/-

and further informed that CGHS rates were not applied by the treating hospital for room rent, investigations, and procedures etc. and that the hospital did not adhere to the rates applicable for Covid Positive Cases and that disposable items like under-pads, diapers etc, were not admissible. The complainant also relied on the G.O.Rt.No.248 dt.15/06/2020 issued by the Government of Telangana pertaining to the fixing of ceiling on the rates chargeable by private health service providers for testing and treatment of covid positive patients categorically mentions that the prescribed rates thereunder are to be strictly complied by all hospitals and any non-compliance shall attract action as per the provisions of law. And as per the Proceedings of The Director of Medical Education, Government of Telangana dt.09/10/2017 filed under Ex A-5 pertaining to the renewal of recognition of the Opposite Party Hospital as referral hospital for the purpose of treatment of state government employees, retired pensioners, it was categorically mentioned that the Hospital concerned should charge for all medical/surgical/diagnostic services given by them under the scheme, as per the package rates prescribed by Government of India, Ministry of Health and Family Welfare for CGH, Hyderabad and as adopted by the State Government in G.O.Ms No.74, HM & FW(K.1) Dept. dt.15/03/2005 and that the said orders under the proceedings of Ex A-5 are valid from 06/10/2017 to 05/10/2020. A bare perusal of the above statutory directions clearly show that it is imperative that the health care providers including the Opposite Hospital should charge as per the rates prescribed by the Government of India and the State Government of Telangana which has adopted the same and is in consonance with the directions and guidelines issued by the Ministry of Health and Family Welfare, Government of India. It is also pertinent to mention that the Letter dt. 04/03/2021 from the Directorate General of CGHS filed under Ex A-3 categorically stated that CGHS rates were not applied by the treating hospital for room rent, investigations, and procedures etc. and that the hospital did not adhere to the rates applicable for Covid Positive Cases. It is the contention of the Opposite Party Hospital that the complainant has not informed that he is covered under CGHS scheme and hence charged as per its tariff rates. It is pertinent that the Details of Essentiality and the Emergency Certificate filed under Ex A-1 clearly mention that the complainant is a retired Head Clerk in the Archaeological Survey of India, and for all Central Government employees obtaining CGHS card is compulsory

and deduction from salary is made by the department, every month, depending upon their salary and the CGHS Card Number of the complainant herein is 253011/P as mentioned in the Letter dt.04/03/2021 from the Directorate General of CGHS filed under Ex A-3. It is also evident from Ex B-2 purporting to be the Registration Data, there is no column provided for mentioning whether the patient-complainant is availing CGHS scheme or any other Government Medical facility. Even assuming for a minute that the Opposite Party is not aware of the fact that the complainant is covered under CGHS scheme, the charges collected for his treatment under various heads as evident from the medical bills filed under Ex A- 2 & Ex B-2 are in gross violation of G.O.Rt.No.248 dt.15/06/2020 issued by the Government of Telangana (Ex A-4) read with the Proceedings The Director of Medical Education, Government of Telangana dt.09/10/2017 filed under Ex A-5 and OM No.6-52/CGHS/GR Cell/2020/DIR/CGHS dt.10/07/2020 and CGHS approved rates referred in Ex A-3. Hence, this point is answered in favour of the complainant.

7. In view of the above findings, it is clearly established that the complainant is covered under CGHS and that the Opposite Party Hospital is empanelled under the CGHS scheme and that charges collected for the treatment of the complainant for Covid-Pneumonia during 01/07/2020 to 16/07/2020 are in violation of the prescribed norms of the Government. As per the medical bills filed under Ex A-1 and Ex B-3, following are the charges collected by the Opposite Hospital as against the CGHS approved rates mentioned in Ex A-3.

S.No.	Head of the Medical Service	CGHS	Opposite Party
i	Room Rent	Rs.1,25,000/-	Rs.1,84,000/- (Ex B-3 page 17 of Ex A-1)
ii	Consultations	Rs.7,560/-	Rs.2000/- (Ex B-3 and page 17 of Ex A-1)
iii	Investigations	Rs.45,859/-	Rs.1,18,330/- (Ex B-3 page 17 of Ex A-1)
iv	Medicines	Rs.2,48,558/-	Rs.4,74,238.85p (as per the Consolidated Pharmacy Bill filed under page-26 of Ex A-1)
v	Ventilator	Rs.6721/-	Rs.6150 x11 days= Rs.67,650/- (Page-24 of Ex A-1)
vi	Oxygen	Rs.5568/-	Rs.3410/- x 4 days = Rs.13640/- (Page-24 of Ex A-1)

As per the above comparative table of the charges under the various heads, it is evident that the Opposite Party has excessively collected Rs.2,25,680/- towards medicines (pharmacy) + Rs.72,471/- in excess towards investigations + Rs.59,000/- excess towards room rent totalling to Rs.3,57,151/- in excess than the CGHS approved charges collected by the Opposite Party.

Further, as per page-24 of Ex.A-1, the Opposite Party has charged Rs.1,45,825/- towards administrative services and Rs.1,18,420/- (Rupees One Lakh Eighteen Thousand Four Hundred and Twenty Only) towards bedside procedures filed. Whereas the G.O. Rt.No.248 Dated:15.06.2020 mentioned above clearly provided the ceiling on various charges and mentioned that ICU charges with ventilator and isolation is capped at Rs.9,000/- per day which include Monitoring and Investigations like CBC, Urine routine, HIV spot, Anti HCV, Hbs Ag, Serum Creatinine, USG, 2D ECHO, X-Ray, ECG, Drugs, Consultations, Bed Charges, meals, Procedures like infusion charges, urinary tract catheterization. And the ICU charges for the treatment during the 16 days 01/07/2020 to 16/07/2020 ought to have been Rs.9000 X 16 = Rs.1,44,000/-. Hence, the charges Rs.2,64,245/- towards administrative charges and bedside procedures i.e Rs.1,20,245/- excessively collected by the Opposite Party are in violation of the said Government Order. Thus the Opposite Party has collected Rs.3,57,141/- in excess than the CGHS approved rates and Rs.1,20,245/- in excess than the rates prescribed in G.O. Rt.No.248 Dated:15.06.2020 i.e. in total Rs.4,77,386/-(Rupees Four Lakhs Seventy Seven Thousand Three Hundred and Eighty Six Only) in violation of the CGHS approved rates and statutory directions prevailing during the Covid-pandemic. Hence, the complainant is entitled for refund of the said amount of Rs.4,77,386/- and the Opposite Party is liable to pay the same along with reasonable compensation to the complainant for the loss and mental agony.

In the result, the complaint is allowed in part and the Opposite Party is directed

- i) To refund the amount of Rs.4,77,386/- (Rupees Four Lakhs Seventy-Seven Thousand Three Hundred and Eighty-Six Only) along with interest @12% p.a. from 16/07/2020 till the date of realization;

- ii) To pay Rs.50,000/- (Rupees Fifty Thousand Only) towards compensation;
- iii) To pay Rs.10,000/- (Rupees Ten Thousand Only) towards costs of litigation.

This order be complied with by the opposite party within 45 days from the date of receipt of the certified copy of the Order.

Dictated to steno, transcribed and typed by him, pronounced by us on this the 03rd day of February, 2023.

MEMBER

MEMBER

PRESIDENT

APPENDIX OF EVIDENCE

WITNESS EXAMINED FOR THE COMPLAINANT:

(PW1) Mir Abdul Hameed Khan S/o Mir Abdul Azeez Khan,

WITNESS EXAMINED FOR THE OPPOSITE PARTY

(DW1) Sri. DR A.L. Basile S/o Joseph Basile.

EXHIBITS FILED ON BEHALF OF THE COMPLAINANT:

- Ex.A1 Copy of bunch of medical bills on various dates.
- Ex.A2 Copy of discharge summary
- Ex.A3 Copy of CG+ IS Medical reimbursement letter dt. 04.03.2021.
- Ex.A4 Copy of T.S Government order No. 248 dt. 15.06.2020.
- Ex.A5 Copy of proceedings of the Director of Medical Education Government of T.S No. 31301/P1/2017 dt. 09.10.2017.

EXHIBITS FILED ON BEHALF OF THE OPPOSITE PARTY

- Ex.B1 Copy of Discharge summary.
- Ex.B2 Copy of Registration Data dated 16.07.2020
- Ex.B3 Copy of Bill of supply and consolidated Pharmacy bill dated 01.07.2020.

MEMBER

MEMBER

PRESIDENT

PSK
Read by:-
Compared by :-