

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION**  
**Scf 72, Phase 2, Mohali**

**Complaint Case No. CC/850/2019**  
**( Date of Filing : 28 May 2019 )**

1. Satarjit Sharma

S/o Rajinder Pal, R/o # 177, Sun City, Amloh Road,  
Khanna, District Ludhiana.

.....Complainant(s)

Versus

1. Chandan Hospital & others

H.No. 891, Ph-7, Mohali, Distt. Mohali through its  
Chairman Cum managing Director.

.....Opp.Party(s)

**BEFORE:**

**HON'BLE MR. Sanjiv Dutt Sharma PRESIDENT**

**Ms. Natasha Chopra MEMBER**

**INDERJEET MEMBER**

**PRESENT:**

None for the complainant.

.....for the Complainant

OP No.1 and 2 Ex-parte.

Complaint against OP No.3 not admitted.

.....for the Opp. Party

**Dated : 21 Sep 2020**

**Final Order / Judgement**

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION SAS NAGAR**  
**(MOHALI)**

**Consumer Complaint No.850 of 2019**

Date of institution: 28.05.2019

Date of

decision : 21.09.2020

Satarjit Sharma son of Rajinder Pal, resident of # 177, Sun City, Amloh Road, Khanna, District  
Ludhiana.

.....Complainant

Versus

1. Chandan Hospital, House No.891, Phase-7, Mohali, District Mohali through its Chairman-cum- Managing Director.
2. Chairman-cum- Managing Director, Chandan Hospital, House No.891, Phase-7, Mohali, District Mohali.
3. Oriental Insurance Company Limited, Registered Office, SCO No.109-110-111, Sector 17-D, Chandigarh through its Regional Manager.

.....Opposite Parties

**Complaint under Consumer Protection Act.**

Quorum: Shri Sanjiv Dutt Sharma, President.

Mrs. Natasha Chopra, Member

Shri Inderjit, Member.

Present: None for the complainant.

OP No.1 and 2 Ex-parte.

Complaint against OP No.3 not admitted.

Order dictated by :- Shri Sanjiv Dutt Sharma, President.

**Order**

The present order of ours will dispose of a complaint under Consumer Protection Act filed by the complainant (hereinafter referred as 'CC' for short) against the Opposite Parties (hereinafter referred as 'OPs' for short), on the ground that OP No.1 and 2 are running a hospital known as Chandan Hospital in Phase-VII, Mohali. The CC who had some health issues, went to the hospital of OP No.1 and 2 on 19.05.2017 and was admitted on the same day. The CC informed the OP No.1 and 2 that he has valid insurance policy for his medical treatment but he was told by the OP No.1 and 2 that their hospital is not empanelled with the insurance company of the CC. It is alleged that on 19.05.2017 the CC paid the bill of Rs.25,000/- on the demand of OP No.1 and 2. Thereafter another amount of Rs.25,000/- was paid by the CC to OP No.1 and 2 on 20.05.2017. The CC was discharged on 21.05.2017 and the CC was supposed to join therapy of ECP i.e. a non-surgical treatment for Angina. The CC accordingly joined the ECP and paid cheque to the tune of Rs.50,000/- to OP No.1 and 2 in the name of Seventh Chakra Healing, a unit of OP No.1 and 2. The cheque was also got encashed by OP No.1 and 2 on 24.05.2017. Thereafter for further treatment another sum of Rs.25,000/- was paid by the CC on 14.06.2017 and then another amount of Rs.25,000/- was paid on 24.06.2017. In total the CC had paid a sum of Rs.1,50,000/- to the OP No.1 and 2. The CC has annexed copy of the bank statement reflecting entries of payments as Ex.C-4. It is alleged that the CC was again admitted with OP No.1 and 2 on 09.07.2017 and was discharged on 11.07.2017 for which he paid Rs.18,000/- on 21.08.2017 and copies of the discharge summary are duly attached as Ex.C-5 and Ex.C-6. The CC after his discharge from the hospital approached the Insurance Company, whose policy was already subscribed by the CC, to seek claim from the insurance company. The CC required the requisite bills from OP No.1 and 2 to lodge claim with his insurance company. **The allegation of the CC is that despite his several requests to the OP No.1 and 2 and even after service of legal notice through an Advocate, the OP did not provide the bills for which the CC had already paid the money through various modes. Due to non supply of bills, the CC could not avail any reimbursement from the insurance company.**

Thus, alleging deficiency in service on the part of the OPs, the CC has sought reimbursement of Rs. 1,50,000/- alongwith interest @ 18% per annum which he had paid to the OP No.1 and 2 for his treatment as no bills were provided by OP No.1 and 2 plus Rs.2,00,000/- as compensation and Rs.55,000/- as litigation charges. Complaint of the CC is duly signed and verified. Further the same is also supported by an affidavit of the CC.

2. OP No.1 and 2 have chosen to remain ex-parte and were proceeded against ex-parte vide order dated 13.08.2019 of this Commission. Complaint against OP No.3 was not admitted vide order dated 29.05.2019 of this Commission.

3. The CC in support of his complaint tendered into evidence his affidavit Ex.CW-1/1 alongwith various documents Ex.C-1 to Ex.C-11 and thereafter closed his evidence.

4. Since the entire evidence of the CC is on the file and the OP No.1 and 2 are already ex-parte, we feel that no prejudice is going to be caused to any of the parties if the present complaint is decided on merits. Otherwise also the present Consumer Protection Act is a Special Act which is enacted to provide speedy justice to the parties.

5. We have minutely perused the complaint as well as documents attached alongwith the complaint and also the legal notice and whatsapp messages exchanged between the CC and the OP No.1 and 2. It is proved on file that the CC who had some health issues took treatment in the hospital of OP No.1 and 2 known as Chandan Hospital situated in Phase-VII, Mohali. It is admitted fact that on various dates as mentioned in the complaint, the OP No.1 and 2 had been taking money from the CC. The detail of payments made by the CC is as under:

(a)	19.05.2017	Rs. 25,000.00
(b)	20.05.2017	Rs. 25,000.00
(c)	24.05.2017	Rs. 50,000.00
(d)	14.06.2017	Rs. 25,000.00
(e)	24.06.2017	<u>Rs. 25,000.00</u>
<b>Total:</b>		<b>Rs.1,50,000.00</b>

6. The sole grievance of the CC is that he had to seek reimbursement of his claim from the insurance company by furnishing bills as well as details of the medical treatment. We have also minutely perused the whatsapp messages sent by the CC to OP No.1 and 2. We have noticed in the whatsapp messages that how the CC was called in the hospital on various dates and even then was not given the bills and the medical treatment details by the OP No.1 and 2.

7. **As per the new Consumer Protection Act, 2019 rights of consumers are very carefully protected. Moreover the Consumer Protection Act is a beneficial legislature intended to protect the fundamental and natural rights of the consumers. We feel, that it was fundamental and natural right of the CC to get bills and details of medical treatment. To our mind, OP No.1 and 2 can never be permitted to withhold the medical treatment details as well as bills from its consumer “the CC”. The cases before the Consumer Commissions are of summary nature and the Consumer Commissions are supposed to decide the matters in a summary way by appreciating the contents of the complaint as well as documents attached with the complaint.** Otherwise also, we feel, that the evidence submitted by the CC is confidence inspiring and cogent. Moreover, the entire evidence of the CC is unrebutted and uncontested. There is no explanation why the OP No.1 and 2 have chosen to remain ex-parte and have not come forward to contest the claim of the CC. We feel,that the CC is successful in proving his allegations against the OP No.1 and 2.

8. In view of our above findings, the present complaint is allowed. OP No.1 and 2 are directed to provide all medical bills as well as treatment charts and the bills of the medicines etc. to the CC within 30 days from the date of receipt of free certified copy of this order. Since OP No.1 and 2 have unnecessarily caused harassment to the CC, who is a heart patient, it is ordered that OP No.1 and 2 will also compensate the CC with consolidated amount of compensation to the tune of Rs.25,000/- (Rs. Twenty Five Thousand only) for mental harassment and litigation expenses. OP No.1 and 2 are further directed to pay this compensation within 30 days from the receipt of free certified copy of this order and submit the receipt before this Commission, failing which the CC will be entitled to interest @ 12% per annum. Certified copies of this order be sent to the parties free of cost as per rules. File be indexed and consigned to record room.

Announced

September 21, 2020

(Sanjiv Dutt Sharma)

President

(Mrs. Natasha Chopra)

Member

(Inderjit)

Member

**[HON'BLE MR. Sanjiv Dutt Sharma]  
PRESIDENT**

**[ Ms. Natasha Chopra]  
MEMBER**

**[ INDERJEET]  
MEMBER**