

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION

SOUTH DELHI

CONSUMER COMPLAINT NO. DC/83/CC/299/2018

MR PANKAJ KUMAR SHARMA

PRESENT ADDRESS - J-456 GALI NO. 28 ARPAN VIHAR, JAIPUR PART-I BADARPUR NEW
DELHI 110044SOUTH,DELHI.

.....Complainant(s)

Versus

MAX SMART SUPPER SPECILITY HOSPITAL

PRESENT ADDRESS - MANDIR MARG PRESS ENCLAVE ROAD SAKET NEW DELHI
110017SOUTH,DELHI.

.....Opposite Party(s)

BEFORE:

**MONIKA A. SRIVASTAVA , PRESIDENT
KIRAN KAUSHAL , MEMBER**

FOR THE COMPLAINANT:

NEMO

FOR THE OPPOSITE PARTY:

NEMO

DATED: 17/03/2026

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II

Udyog Sadan, C-22 & 23, Qutub Institutional Area

(Behind Qutub Hotel), New Delhi- 110016

Case No.299/2018

Mr. Pankaj Kumar Sharma

S/o Lt. R.R Sharma

R/o H.No. J 456,

Gali No.28, Arpan Vihar,

Jaitpur Part-1, Badapur,

New Delhi-110044

Also at:

Chamber No.456,

Saket Court Complex,

New Delhi 110017

....Complainant

Versus

1. Max Smart Super Speciality Hospital, Saket

Through it's Director/Owner

Reg. Office Mandir Marg, Press Enclave Road Saket,
New Delhi-110017

2. Vipul Medi Corp Insurance TPA Private Ltd.

Through It's Director

515, Udyog Vihar Phase-V Gurgram (Haryana)
122016

3. United India Insurance Company

Through its Manager

UF I, 18 Barakhamba Road
New Delhi-110001

4. Saket Bar Associate

Through It's Secretary

Saket Court Complex, New Delhi-110017

5. Dr. Sisir Paul (Paediatrics/

Associate Director & HOD

Max Super Speciality Hospital, Saket

6. Dr. Madhusudan Singh Solanki

(Dpet. Of Mental Health and Behavioural Science)

Max Smart Super Speciality Hospital, Saket

....Opposite Party

Date of Institution : 04.10.2018

Coram:

Ms. Monika A Srivastava, President

Ms. Kiran Kaushal, Member

Present: Complainant in person.

Adv. Yuvraj Singh along with Adv. Aditya Awasthi for OP-1.

None for OP-2

Adv. Nandita Saxena for OP-3.

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ORDER

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Member: Ms. Kiran Kaushal

1. Facts of the case as pleaded by the complainant are that complainant took a Mediclaim policy from United India Insurance Co. Ltd. hereinafter referred to as OP-3 through Saket Bar Association (OP-4), Max Super Specialty Hospital is OP-1, Vipul Medical Corp. TPA Pvt. Ltd. is OP-2.

2. It is stated that the complainant along with his wife, son and daughter were covered under the said mediclaim policy. Currency period of the policy is stated to be from 10.06.2017 to 09.06.2018.

3. It is stated that complainant's daughter aged about 14 years got seriously ill and was admitted with OP-1 on 21.10.2017 and was discharged on 30.10.2017. Complainant informed OP-3 regarding the admission of his daughter in the OP-1 hospital, OP-3 sanctioned Rs.15,000/- to OP-1 and assured that further expenses will also be paid. But at the time of discharge OP-3 did not pay the final bill raised by OP-1 and also withdrew the previous sanctioned amount, resultantly complainant had to pay Rs.97,446.46 towards the final bill.

4. It is next stated that complainant after discharge, filed the claim with OP-2 for reimbursement of the final bill along with all the requisite documents on 22.11.2012. However, on 12.02.2018 OP-2 informed the complainant telephonically that complainant's claim has been rejected. Complainant kept requesting OP-2 and OP-3 for reimbursement of the claim but to no avail.

5. It is next stated that OP-1 admitted complainant's daughter on 21.10.2017 and after all the investigations the doctor of OP-1 diagnosed the problem as recurrent pain in the abdomen. It is stated that the pediatrician started the treatment of the patient however she did not get any relief. Thereafter, the Gastrology Department of OP-1 started treatment and in spite of the treatment given complainant's daughter still did not get any relief. It is alleged that the doctors at OP-1 hospital started treatment of the patient without appropriate diagnosis and kept treating her on assumptions and presumptions.

6. It is further stated that complainant's daughter was referred to Psychology Department in an attempt to get money from the patient's family in illegal manner. Finally the patient was discharged on 30.10.2017 without any satisfaction. This attitude of OP-1 shows deficiency in service and unfair trade practice on part of OP-1.

7. Alleging deficiency of service and unfair trade practice complainant prays for direction to OP-2 and OP- 3 to pay Rs.97,446.46 paid by the complainant to OP-1 and also pay Rs.3,00,000/- towards compensation for mental and social harassment in the society; OP-1 to pay Rs.1,50,000/- for harassment, mental agony and physical suffering; OPs to pay Rs.25,000/- towards legal expenses.

8. OP-1 resisted the complaint stating interalia that the complaint suffers from mis-joinder of parties. It is stated that complainant is actually aggrieved by repudiation of his medical insurance claim by OP-2 and OP- 3 which is the main thrust of the complaint. The complainant has no grievance whatsoever with respect to the treatment rendered by the doctors of OP-1 hospital. The repudiation or refusal of the claim is a matter between complainant and OP-2 and 3. The complainant has not leveled any allegations in terms of want of any facility or faculty. There are no allegations with respect to the negligence in terms or care rendered by the doctors or para-medical staff of OP-1.

9. It is stated that complainant's daughter came to the emergency ward of OP-1 on 21.10.2017 and was admitted with complaint of pain in right hypochondrium since last one and half months which had increased since morning on the day of her admission. Patient had no history of fever, vomiting or constipation etc. however the treating doctor considered it prudent to admit her and

evaluate her long spanning complaint of abdominal pain as the patient had already been treated in OPD on 14.10.2017 despite of which the patient landed in the emergency ward.

10. It is next stated that the admission was also insisted in view of her less food intake. It is further stated that to investigate and diagnose the patient was also referred to and seen by other medical specialists like Paediatric Gastroenterologist, Paediatric Surgeon as well as a Psychiatrist. Patient was discharged on 30.10.2017 after she improved and showed no fresh complaints. Relatives of patient were advised to report back if the problem recurs however post her discharge the patient was never returned as she had fully recovered from her medical condition which implies that OP-1 had efficiently and diligently done their job.

11. In light of the fact stated above it is prayed that the complaint be dismissed.

12. OP-3 filed the written version stating interalia that complainant is holding a Tailor made Group Health Insurance Policy. It is next stated that as per the record of the complainant and discharge summary of the hospital, it is evident that the daughter of the complainant was suffering from recurrent pain in the abdomen with stress induced reaction hence a psychiatrist was consulted. Therefore claim of the complainant is not payable under exclusion clause No.4.9 of the Policy. The said clause is reproduced as under:-

Exclusion Clause 4.9:

The company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any insured person in connection with or in respect of:

*Convalescence, general debility; run-down conditions or rest cure, obesity treatment and its complication including morbid obesity, Congenital external disease or defect or anomalies, **treatment relating to all psychiatric and psychomatic disorder.** Infertility, sterility, Venereal disease, intentional self injury and use of intoxication drug/alcohol.*

13. It is stated that health insurance is a contract like any other contract and subject to terms and conditions of the said contract. Complainant is bound by the terms and conditions of the policy as the same were duly signed by him. In light of the facts stated above it is prayed that the complaint be dismissed with heavy costs.

14. Complainant filed rejoinder to the written statement of OP-1 stating that the instant complaint has been filed against OP-1 because after the treatment of the patient for ten days OP-1 did not disclose the disease or diagnosis of the patient.

15. Complainant filed rejoinder to the written statement of OP-3 reiterating the averments made in the complaint.

16. Evidence on behalf of Complainant, OP-1 and OP-3 are filed. Written arguments on behalf of the complainant and OP-3 are filed. Submissions made by the Ld. counsels are heard. Material placed on record is perused.

17. Admittedly, complainant along with his family members was covered under Group Medical Policy of OP-3. During the subsistence of the policy complainant's daughter fell sick and was admitted in the hospital of OP-1.

18. Complainant has twofold contentions in the complaint. First contention is that OP-2 and OP-3 has wrongly repudiated the claim of the complainant. In this regard, complainant contends that he was telephonically informed by OP-2 that his claim has been rejected by OP-3. It is seen that no repudiation letter has been filed by the complainant or OP-3 with their written statement. Repudiation letter was filed with an application by OP-3 which was allowed on 16.07.2024, post filing of the evidence of both the parties and written arguments of the complainant. It is clear from the said fact that no repudiation letter was ever provided to the complainant. This Commission finds OP-3 to be guilty of deficient service for not providing any repudiation letter, with cogent and valid reasons to the complainant in time.

19. Complainant's case is that the his daughter was admitted with OP-1 not for any psychiatry or psychosomatic problem, she was taken to OP-1 hospital for pain in her abdomen. Past Medical History of the patient records 'Patient was diagnosed with Typhoidone and half month back, took antibiotics for 10 days'. It is seen from the treatment papers filed on record that patient was treated by a paediatric gastroenterologist, paediatric surgeon and thereafter she was referred to Psychiatry department. Psychiatric review was taken for stress induced reaction and was treated accordingly.

20. On perusal of the discharge summary, treatment papers and the repudiation letter it is seen that Complainant's daughter was referred to Psychiatry department after the paediatricians attended to her physical ailments. Psychiatric review was done on 27.10.2017 and the patient was diagnosed with 'Anxiety and Stress with Somatic Symptoms'. We are of the view that Complainant's claim was repudiated as per Clause 4.9 of the terms and conditions of the policy

which clearly states that the treatment related to Psychiatry and psychosomatic disorders are excluded . Hence complainant is not entitled for the reimbursement of the claim as the same is rejected as per the terms and conditions of the policy.

21. The second contention of the complainant is that complainant's daughter was admitted to the hospital of OP-1 and stayed there for almost ten days however OP-1 failed to diagnose or disclose the disease despite various departments and doctors being involved. Complainant has failed to substantiate and evidence the fact that complainant's daughter was still unwell when she was discharged from the hospital of OP-1. Complainant has filed the OPD slip and prescriptions of Madan Mohan Malviya Hospital and Safdarjung Hospital which are seen to be prescribed after almost one year from the discharge of complainant's daughter from the hospital of OP-1. Thus without any cogent evidence or expert opinion the doctors of OP-1 cannot be held negligent. Complainant has failed to establish any deficiency or negligence of the doctors, para-medical staff therefore no liability is fixed on OP-1 for the same.

22. In light of the discussion above, OP-3 is directed to pay Rs.25,000/- towards deficient service of not providing repudiation letter to the complainant stating valid reasons for rejecting the claim amount. OP-3 is directed to pay the said amount within three months failing which OP-3 shall pay the said amount with interest @6% per annum till realization.

Parties be provided copy of the judgment as per rules. File be consigned to the record room. Order be uploaded on the website.

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MONIKA A. SRIVASTAVA
PRESIDENT

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KIRAN KAUSHAL
MEMBER