DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION GURGAON-122001.

Consumer Complaint No.523 of 2025
Date of Institution: 21.05.2025
Date of Decision: 01.07.2026

Neeraj Kumar Singhal son of Shri Hirdidaya Krishan, H. No.106, HIVO Apartment, Sector-15, Part-II, Gurugram-122001.

…..Complainant

Versus

1-Yashoda Superspeciality Hospital and Cancer Institute, B 1 and 2, Sector - 23, Sanjay Nagar, Ghaziabad 201001.

2- Manager- Grievance Redressal Team, Niva Bupa Health Insurance Company Limited, 2nd Floor, Logix Infotec Park, Plot No. D-5, Sector-59, Noida – 201309.

3- Swati Sinha, TPA Department, Yashoda Hospital & Cancer Institute, B 1 & 2, Sec. 23, Sanjay Nagar, Ghaziabad 201001.

4- Manager, Niva Bupa Health Insurance Company Limited - Registered Office, C/98, 1st Floor, Block C, Lajpat Nagar 1, New Delhi – 110024.

5- DR. VIVEK KUMAR, MBBS, MD, DM, Senior Consultant Cardiologist, Indraprastha Apollo Hospital, Sarita Vihar, Delhi Mathura Road, New Delhi- 110076.

.....Opposite parties

<u>Complaint under Section 35 of Consumer Protection Act, 2019.</u>

<u>BEFORE</u>: SHRI SANJEEV JINDAL, PRESIDENT.
MS. JYOTI SIWACH, MEMBER.
MS. KHUSHWINDER KAUR, MEMBER.

Present: Shri Mangal Chand, Advocate for the complainant.
OPs No. 1, 2 & 5 proceeded ex-parte vide order dated 27.05.2025.
OP No.3 given up vide order dated 27.05.2025.
OP NO.4 proceeded ex-parte vide order dated 07.05.2026.

<u>ORDER</u> SANJEEV JINDAL, PRESIDENT.

Shorn off unnecessary details, briefly stated, it is the case of the complainant that he was insured vide policy bearing No.32660186202402 from the OP No.4 i.e. Niva Bupa Health Insurance Company Limited valid for the period from 30.08.2024 to 29.08.2025. Earlier, in June 2022 the complainant had experienced back ache, pursuant to which, he had consulted Dr. Vivek Kumar and his report had been shown at the time of purchasing the present subject insurance policy.

In March-April, 2025, the complainant had to get himself admitted in Yashodha Hospital, Ghaziabad for the treatment of *Malignant Neoplasm of Colon* disease and had incurred more than Rs.5,36,613/- in that regard. The OP No.4-insurance company had been provided with all the requisite medical documents coupled with the estimates and the reports provided by the hospital, but, still, the OP No.4-insurance company cancelled the policy without adopting any legal process on the basis of 20-30% Stenosis and despite the fact that it was a normal treatable disease. Besides, in Yashodha Hospital aforesaid, the complainant had to face a number of irregularities in the form of billing without GST number, his forcible captivity and whimsical billing of Rs.2,12,541/- relating to the medicines etc.. The complainant in this regard also made complaints to the President of India Secretariat, Prime Minister Office (PMO), Insurance lokpal and Deputy Commissioner as well as served the legal notice on the OPs No. 1 to 5, but to no avail.

On April 9, 2025, the complainant again had to get himself admitted in Yashodha Hospital during which period the billing amount of Rs.5,72,000/- had been forcibly received from him, whereas, the OP No.4-Insurance company had given sanctioned only with respect to the amount of Rs.3,80,000/-. After aforesaid treatment, due to complexities of surgery, the complainant again had to get himself admitted on April 20th, 2025, but the OP-Insurance Company did not cover it.

In the process aforesaid, the amount of Rs.45,592/- had been forcibly obtained from him by the Yashodha Hospital, Ghaziabad on 23.04.2025. Further, the amount of Rs. 48,245/- on account of medical testing & the amount of Rs.19,650/- as taxi rent also had to be incurred by the complainant, which amounts still had not been sanctioned. Hence, this complaint. In the end, the complainant prayed that the

OP No.1-Apollo Hospital & Cancer Institute and the OP No.4-Niva Bupa Health Insurance Company Limited be directed to pay the amounts of Rs.45,592/- + Rs.48,245/-+ Rs.19,650/- (medical expenses, bill of medical testing report and taxi rent) along-with compensation of Rs.2,00,000/- on account of suffering mental & physical harassment and economic loss as well as Rs.1,00,000/- for mental harassment along-with litigation expenses of Rs.50,000/-. Besides, it was further prayed that the OP No.4- Niva Bupa Health Insurance Company Limited be directed to continue the insurance policy in question.

2. On 27.05.2025, the OPs No. 1, 2 & 5 and on 07.05.2026 the OP No. 4 have to be proceeded against ex-parte when they did not opt/bother to appear in this court on the said dates despite their due service, whereas, the learned counsel for the complainant gave up the OP No.3 as an unnecessary party by stating in writing in the court on 27.05.2025.

3. The complainant in his ex-parte evidence tendered certain documents i.e. Annexure C-1 to Annexure C-52 and closed his ex-parte evidence on 18.09.2025 through counsel by stating in writing in the court.

4. We have heard the learned counsel for the complainant and have gone through the material placed on the record of this file, carefully.

During the course of arguments, the learned counsel for the complainant has reiterated the averments as had been made by him in his present complaint almost on the similar lines in the same fashion. Therefore, the contents of the arguments in question are not being reproduced hereinafter in order to avoid repetition.

The complainant in his evidence has also tendered certain other documents including the documents Annexure C-1 i.e. copy of premium receipt, Annexure C-2 i.e. premium receipt-ReAssure 2.0, Annexure C-3 i.e. copy of physiotherapy & Rehab appointment slip, Annexure C-4 i.e. copy of Indraprastha Medical Corporation Limited estimate, Annexure C-5 i.e. copy of test report, Annexure C-6 i.e. copy of certificate issued by Department of Surgical Gastroenterology of Indraprastha Apollo, Annexures C-7, C-10, C-11, C-21, C-23, C-29 to C-31, C-36 to C-39, C-43, C-44 & C-52 i.e. copies of email correspondence dated 03.04.2025, 06.04.2025, 16.04.2025, 18.04.2025, 23.04.2025, 23.04.2025, 24.04.2025, 27.04.2025, 28.04.2025, 29.04.2025, 01.05.2025, 28.07.2025, 30.07.2025 and 23.08.2025, Annexure C-8 i.e. copy of prescription/OPD slip, Annexure C-9 i.e. copy of request/grievance status from Rashtrapati Bhavan Helpline, Annexure C-12 i.e. copy of legal notice, Annexure C-13 i.e. copy of postal tracking report, Annexure C-14 i.e. copy of doctor prescription slip, Annexure C-15 i.e. copy of report of CT Scan coronary angiography, Annexure C-16 i.e. copy of google search regarding coronary, Annexure C-17 i.e. copy of request for cashless hospitalisation for health insurance policy part-C, Annexure C-18 i.e. copy of Niva Health Insurance regarding approval, Annexure C-19 i.e. copy of advance receipt, Annexure C-20 i.e. copy of credit provisional bill (detail), Annexure C-22 i.e. copy of complaint against the OP No.1-Yashodha Super Specialist Hospital & Cancer Institute, Sector-23, Ghaziabad, UP, Annexure C-24 i.e. copy of financial counselling form for hospital admission, Annexure C-25 i.e. copy of pharmacy invoice, Annexure C-26 i.e. copy of advance receipt of the OP No.1-Yashodha Hospital, Annexure C-27 i.e. copy of discharge summary, Annexure C-28 i.e. copy of credit final bill, Annexure C-33 i.e. copy of credit provisional bill, Annexure C-34 i.e. copy of day care/OP cash bill-bill of supply, Annexure C-35 i.e. copy of payment receipt, Annexure C-40 i.e. copy of letter dated 18.04.2025, Annexure C-41 i.e. copy of order dated 04.09.2024 passed by the Hon'ble NCDRC, New Delhi, Annexure C-42 i.e. copy of booking receipts, Annexure C-45 i.e. copy of letter dated 01.08.2025 and Annexure C-46, which duly confirm the aforesaid version of the complainant.

5. There is nothing on the record of this file to disbelieve and discredit the aforesaid ex-parte evidence of the complainant as the OPs No.1, 2, 4 & 5 have preferred to be proceeded against ex-parte instead of defending the present lis and the OP No.3 had been given up being unnecessary party.

Since, there is no evidence of the OPs No. 1, 2, 4 & 5 on their behalf on the record of this file, so, on this score also, the evidence produced on the record of this file by the complainant goes unrebutted, and, as such, this Commission does not find any reasons to disbelieve the same.

6. Before parting with the judgment, it is also pertinent to mention here that during the course of arguments, the learned counsel for the complainant also placed on the record of this file the latest medical expenses incurred on the complainant's own medical treatment, during the pendency of the present complaint, which as per well settled law are required to be taken into consideration by this court.

7. Thus, in view of our aforesaid discussions, the OPs No. 1, 2, 4 & 5 are hereby held guilty of providing deficiency in service to the complainant. As such, the present complaint preferred by the complainant is hereby allowed with costs. Accordingly, the OPs No. 1, 2, 4 & 5 are directed, jointly and severally, to refund the amounts of Rs.45,592 + Rs.48,245 + Rs.10,69,924 = Rs.11,63,761/- to the complainant along-with interest @ 9% per annum from the date of filing the present complaint i.e. w.e.f. 21.05.2025, till its realization. The complainant is also hereby held entitled to compensation to the amount of Rs.50,000/- for suffering mental harassment, pain and agony at the hands of the OPs No. 1, 2, 4 & 5 on account of their deficient services as well as Rs.22,000/- as litigation expenses. The OP No.4-Insurance company is further directed to continue with the subject insurance policy

till its natural period of validity. The remaining reliefs as have been claimed by the complainant in his complaint are hereby specifically declined being unwarranted, unnecessary and uncalled for. The OPs No. 1, 2, 4 & 5 are further directed, jointly and severally, to pay the aforesaid awarded amount within 45 days from the date of uploading of this order after the expiry of 24 hours (one day) therefrom, failing which the amount will attract interest @ 12% per annum, for the same period, till actual realization.

8. If the order of this Commission is not complied with, then the complainant shall also be entitled to file the execution petition under Section 71(1) of the Consumer Protection Act, 2019 and in that eventuality, the OPs No. 1, 2, 4 & 5 may also be held liable for prosecution under Section 72 of the said act which envisages punishment with imprisonment for a term which shall not be less than one month, but which may extend to three years, or with fine, which shall not be less than Rs.25,000/-, but which may extend to Rs.1,00,000/-, or with both. The copy of the order be supplied to the parties free of cost as per the rules. The Order be promptly uploaded on the website of this Commission. File be consigned to the record room, after due compliance. Announced.

01.07.2026

(Jyoti Siwach)
Member

(Khushwinder Kaur)
Member

(Sanjeev Jindal)
President,
District Consumer Disputes
Redressal Commission, Gurgaon