

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

Consumer Complaint No.	75 of 2023
Date of Institution	21.02.2023
Date of Decision	17.07.2026

Mrs. Pratibha Kapoor, wife of Mr. Nitin Kapoor, through her husband Nitin Kapoor, Resident of FF-909, Ansal API Golf Links-I, Sector 114, Mohali, Punjab.

..... Complainant

Versus

1. M/s Kids Clinic India Private Limited @ Cloudnine Hospital), through its Director, Registered Office: No. 1533, 9th Main, 3rd Block, Jayanagar, Bengaluru – 560011, Karnataka.
2. M/s Kids Clinic India Private Limited @ Cloudnine Hospital), through its Director, Corporate Office: WeWork, Vaishnavi Signature, 77/1,1, 01-125,03-108, Marathahalli–Sarjapur Outer Ring Road, Bellandur, Bengaluru – 560103, Karnataka.
3. M/s Kids Clinic India Private Limited @ Cloudnine Hospital), through its Director, Plot No. 48, Industrial Area, Phase-II, Chandigarh – 160002.

... Opposite Parties

Complaint under the Consumer Protection Act, 2019

CORAM

Hon'ble Mr.S.K.Aggarwal, President
Hon'ble Ms. Paramjeet Kaur, Member

Present: None for the complainant.
Ms. Shreya Gupta, counsel for the OPs.

MRS. PARAMJEET KAUR, MEMBER

ORDER

The complainant has filed this complaint against the OPs (hereinafter referred to as the OPs) under the Consumer Protection Act, 2019. The complainant alleged that she had booked the "Bundle of Joy – C-Section Delivery Deluxe Package" offered

by the opposite party hospital for Rs.75,000/- (after a discount of Rs.5,000/-), while the cost of medicines and diagnostic tests was to be charged separately. The details of the package are Ex. C-1. The complainant was admitted to the hospital on 12.11.2022, where she underwent a Caesarean section and delivered a healthy baby girl. Although the hospital had promised several value-added services under the package, including room decoration, card decoration and a cake-cutting ceremony, these services were either not provided or were poorly managed, thereby spoiling the special occasion. The complainant submitted a written complaint, Ex.C-2 to the hospital authorities regarding the unsatisfactory experience. The complainant further alleged that from the very first day of her admission, she experienced several deficiencies in service. The complainant complained of constipation and requested consultation with a dietitian and an appropriate diet but was allegedly served only coconut water, which she claimed caused cold and nasal congestion. The hospital failed to provide a qualified dietitian or supervisor and ignored her repeated requests for a suitable diet. Despite paying for the deluxe package, the amenities provided were substandard. The couch supplied for the attendant was dirty, unhygienic, foul-smelling and had not been properly cleaned. Despite repeated requests by the complainant and her husband, the couch was replaced only after two days. The towels supplied by the hospital were dirty, torn and unsuitable for use, but the hospital staff failed to replace them despite repeated

complaints. Photographs depicting the condition of the couch, towels and other amenities have been placed on record as Ex. C-3. The complainant further pleaded that on 14.11.2022, she found a piece of plastic in the soup served to her. Considering that she had recently undergone surgery and was recovering after childbirth, she alleged that such negligence endangered her health and reflected gross mismanagement and poor quality control by the hospital. The hospital cancelled the promised cake-cutting ceremony at the last moment without prior notice, thereby depriving her family of an important part of the delivery package for which she had paid. After discharge, she was issued a final bill of Rs.1,03,192/-. The complainant thereafter served a legal notice dated 21.11.2022 Ex.C-5 upon the OPs demanding a written apology, refund of the package amount, compensation and other reliefs. Although the hospital initially contacted her and proposed a meeting after receiving the notice, the meeting was subsequently cancelled. The reply Ex.C-6 to the legal notice contained threats asking her to withdraw the notice and tender a written apology. On these allegations, the complainant pleaded that the OPs had indulged in deficiency in service and unfair trade practice, causing her mental agony, harassment and humiliation.

Consequently, the complainant prayed for issuance of directions to the OPs to tender written apology, refund the package amount with interest, pay Rs.3,00,000/- as compensation for

negligence, deficiency in service and unfair trade practice, along with litigation costs

2. Upon notice, the OPs filed appeared and filed joint written version and denied all the allegations made by the complainant, contending that the complaint is false, frivolous and devoid of merit. The OPs operate a reputed chain of super-speciality hospitals providing expert medical care in the fields of obstetrics, gynaecology, paediatrics, fertility and neonatal care through a team of qualified specialists capable of handling even high-risk pregnancies. The OPs pleaded that the complainant had voluntarily chosen their hospital after being satisfied with its reputation and facilities and had opted for the "Bundle of Joy – C-Section Delivery Deluxe Package" for Rs.75,000/- after a discount of Rs.5,000. She was admitted on 12.11.2022, underwent a successful Caesarean section, and delivered a healthy baby girl. The surgery was uneventful and both the complainant and the newborn remained medically stable throughout their stay. The nursing records and doctors' progress notes are produced as Ex. OP-1 and OP-2. It is further submitted that throughout the complainant's four-day stay she received all necessary medical treatment, medicines and a balanced, nutritious diet specially designed for post-delivery mothers. The OPs denied that the complainant ever complained of constipation, cold or nasal congestion during her hospitalization. They asserted that the complainant herself was a professional dietitian and repeatedly

insisted upon dictating her own diet plan instead of following the standard hospital diet. The standard diet chart and food service records have been placed on record as Ex. OP-3 and OP-4. The OPs further stated that, under the deluxe package, the hospital arranged various complimentary services such as room decoration, baby photographs, gift hampers and vehicle decoration. These facilities were duly provided to the complainant and photographs of the same are Ex.OP-5. The discharge summary dated 15.11.2022 placed on record as Ex.OP-6. Regarding the allegation of poor amenities, the OPs submitted that the complainant had inspected the room and facilities before booking the package and had accepted the same. The couches provided in all rooms were of standard quality, properly maintained and regularly cleaned and sanitized after every patient's discharge. They alleged that the complainant and her husband unnecessarily created a disturbance insisting upon replacement of the couch, which was changed only to satisfy them and not because it was defective or unhygienic. The OPs further pleaded that every patient is supplied with a fresh hygiene kit containing towels and patient gowns packed in sealed transparent covers. They admitted that, if any defective towel had inadvertently been supplied, the same was an isolated human error and additional towels were provided whenever requested. Such an inadvertent incident did not constitute deficiency in service. With respect to the allegation regarding the soup, the OPs admitted that a tiny piece of plastic was accidentally found in the soup served

to the complainant. However, they submitted that the soup was immediately replaced with a fresh bowl as soon as the matter was brought to the notice of the hospital authorities. They contended that the incident was purely accidental, caused no injury to the complainant and did not amount to negligence. As regards the cake-cutting ceremony, the OPs pleaded that the complainant had been offered two options for conducting the ceremony on 14.11.2022 or 15.11.2022, but she did not convey her confirmation in time. Since fresh cakes were specially ordered from a bakery only after receiving confirmation, it was not possible to arrange the ceremony at the last moment when the complainant's relatives unexpectedly arrived. Therefore, the hospital could not be held responsible for the ceremony not taking place. The OPs further submitted that the complainant was discharged on 15.11.2022 after successful recovery and completion of the package period. Upon receipt of the legal notice dated 21.11.2022, the OPs sent a detailed reply on 04.01.2023 and also attempted to arrange a meeting with the complainant. However, the meeting had to be cancelled because the concerned official, Mr. Nagpal, fell ill. The OPs stated that there is no medical negligence, no deficiency in service and no unfair trade practice on their part. They contended that the complainant had suffered no injury or loss due to the treatment rendered and had raised exaggerated and baseless grievances regarding minor issues. Accordingly, they prayed for dismissal of the complaint with costs.

3. In support of her case, the complainant placed on record affidavit Ex.CW-1/1 and documents Ex C-1 to Ex C-7. On the other hand, Ld. Counsel of the OPs placed on record affidavit of Hanumantagouda Medur Ex. OP-1/1 and documents Ex. OP-1 to Ex. OP-6.

4. We have heard ld. Counsel for the OPs and perused the record. None appeared for the complainant. Since the case pertains to the year 2023, we are disposing it on merits.

5. At the outset, it observed that the complainant had not alleged any medical negligence in the treatment or performance of the Caesarean section. The grievance of the complainant is confined to deficiency in service and unfair trade practice with regard to the amenities and facilities promised under the delivery package, such as unhygienic towels and couch, improper food service, a piece of plastic found in the soup, cancellation of the cake-cutting ceremony and other deficiencies in hospitality services. It is an admitted fact that the complainant availed the Bundle of Joy – C-Section Delivery Deluxe Package, was admitted on 12.11.2022, underwent a successful Caesarean delivery, and delivered a healthy baby girl. The nursing records (Ex. OP-1), doctors' progress notes (Ex. OP-2) and discharge summary (Ex. OP-6) established that both the complainant and the newborn remained medically fit throughout their stay and were discharged in satisfactory condition. Since no allegation of medical negligence had been raised, there was no occasion for the

Commission to examine the standard of medical treatment rendered by the hospital. The Commission thereafter examined whether there was any deficiency in the ancillary services provided by the hospital. The complainant had placed on record her written complaint (Ex. C-2) and photographs (Ex.C-3) showing the condition of the amenities supplied during her hospitalization. The OPs, in their written statement, also admitted that a defective towel had inadvertently been supplied to the complainant and that a small piece of plastic had accidentally been found in the soup served to her, although the towel and soup were subsequently replaced. The Commission held that these admitted lapses, coupled with the material placed on record through Ex. C-3, clearly established that there was deficiency in service on the part of the OPs. A hospital is expected to maintain proper standards of hygiene and quality in the amenities and food supplied to patients, particularly to a mother recovering from surgery after childbirth. Supply of an unhygienic towel and contaminated food, even if accidental, reflected a failure to maintain the expected standard of service. However, the Commission did not find sufficient evidence to grant the relief of refund of the package amount or the compensation of Rs.3,00,000/- claimed by the complainant. It is observed that the delivery was successfully conducted, both the complainant and her baby remained healthy, and no medical injury or loss had been established. The remaining grievances regarding the cake-cutting

ceremony and other promised facilities did not justify refund of the entire package amount. Accordingly, it is held that although no case of medical negligence was made out or even alleged by the complainant, the evidence on record, particularly Ex. C-3 and the admissions of the OPs, proved deficiency in service.

6. Consequently, keeping in view the above facts and circumstances, the complaint is partly allowed and the OPs are directed to pay Rs.30,000/- to the complainant towards deficiency in service, mental agony and harassment as well as litigation expenses, within a period of 30 days from the date of receipt of free certified copy of this order, failing which the aforesaid amount shall carry interest @ 9% per annum thereafter. All the OPs are jointly and severally held liable to comply with this order.

7. The instant complaint could not be disposed of within stipulated period due to heavy institution. Pending application (s), if any, also stands disposed of accordingly.

Certified copies of this order be sent to the parties free of costs. File be indexed and consigned to record room.

Pronounced
July 17, 2026

(S.K. Aggarwal)
President

(Mrs. Paramjeet Kaur)
Member

“MS
JSS”

