

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION ERNAKULAM

Dated this the 30th day of July, 2026

Filed on: 16.01.2019

PRESENT

Shri.D.B.Binu

Shri.V.Ramachandran

Smt.Sreevidhia.T.N

President

Member

Member

C.C. NO. 38/ 2019

COMPLAINANT:

O.Vinod Kumar, S/o Late Gopalan, Aged 53 years, 'Veenasadanam', Mankai.P.O, Kayani, Mattannur, Kannur.

(Adv.Arun Prasanth.C, 2nd floor, Manavalan Buildings, Amulya Street, Ernakulam North P.O -682018)

VS

OPPOSITE PARTY:

Samaritan Heart Institute, Pookkattupady, Kizhakkambalam Road, Pazhanganad, Ernakulam-683562, Rep by its Authorized Representative.

(Adv. Binu Jelson, O.Sajeevan, T.S.Sooraj, Advocates & Legal Consultants, First Floor, Mount Carmel Buildings, Pachalam, Kochi-682012.)

FINAL ORDER

V. Ramachandran, Member:

1. Complaint filed u/s 21 of the consumer protection Act, 1986.

This consumer complaint is filed by O. Vinod Kumar, Veenasadanam, mankayi, Mattannur, Kannur against M/s Samaritan Heart Institute, Pookkattupady, Kizhakkambalam, Ernakulam alleging deficiency of service and unfair trade practice from the side of the opposite party. The complainant states that on 25/1/2017 he had fallen down at his work place and had taken to opposite party hospital and he was referred to the cardiologist of the opposite party hospital. At the time of admission the complainant told the opposite party that he is having ESI facility so that he may be transferred to

hospital having ESI facilities so as to reimburse the medical expenses. Thus he was transferred to ESI hospital, Pathalam and then admitted at Aster medicity, Ernakulam where there is ESI facility. The complainant requested to hand over the medical bills for getting reimbursement and the opposite party had given some medical bills and other documents. The total expenses was Rs. 60,500/- which was paid by the complainant and thereafter the complainant approached the opposite party for collecting the bills. Opposite party was not ready to give the bill to the complainant. The total amount credited in the account of the complainant was Rs.11,058/- the complainant approached the opposite party for the bill for 'elaxim 40 mg' cost of Rs. 43,900/-. The opposite party did not give the bill saying that individual bill cannot be issued due to the bulk purchase of medicine and opposite party stated that the complainant can show the letter to ESI for reimbursement. The ESI department asked for the details of bills to honour the claim of the complainant. Since the opposite party had not given the bill for the said medicine worth Rs. 43,900/- the complainant had not received the ESI benefits. Therefore the complainant approached this Commission seeking for issuing a direction to the opposite party to pay an amount of Rs. 43,900/- and for a compensation of Rs. 1 lakh.

2. Upon notice from the Commission the opposite party entered into appearance and filed version. The opposite party contented in the version that the complainant was admitted in the Heart Institute of the opposite party on 25/1/2017 with the history of severe chest pain of more than one hour

duration and he was diagnosed to have CAD-ACS-STEMI-INFERIOR Wall+RV MI and the opposite party suggested for emergency Angioplasty. But the patient as well as the bystanders were not willing for Angioplasty as emergency treatment and they opted the option of undergoing Thrombolytic Therapy. In that circumstance, in order to save the life of the complainant, the opposite party had lysed the complainant with Tenecteplase (Elaxim 40 mg) Injection, Later, the complainant was given the option for Pharmacologic Invasive PCI. Since the complainant was not willing for the same in the hospital of the opposite party, he got discharged at his request to go to ESI hospital. The averments in the complainant are absolutely contradictory to the facts as stated above and therefore this opposite party hereby stoutly deny the same.

3. It is respectfully submitted that at the relevant time, this opposite party was not coming under the panel hospitals providing ESI facility. The averments in para 2 of the above complaint are contradictory to the above facts and hence denied by this opposite party.

4. The averments in para 3 of the complaint that the opposite party had not provided the bill for Elaxim 40 mg injection and the particular medicine was not mentioned in the bill issued to the complainant etc. are absolutely false and hence denied by this opposite party. The bill dtd.27/1/2017 issued to the complainant is in accordance with the billing formalities of the hospital and also the hospital provided all the emergency life saving treatments without receiving payment in advance from the complainant. The complainant or the bystanders neither objected nor challenged the bill issued by the opposite

party. Computer printout of the Inpatient Invoice summary and IP Bill Breakup details and True copy of Discharge Summary dtd. 27/1/2017 has been produced herewith. Complainant was fully satisfied with the treatments and he had not raised any dispute regarding the treatment or bills. The above complaint is highly belated and has been filed after a prolonged period of more than 1 year and 8 months after the treatments.

5. Opposite party had sent detailed reply to the notice issued by the complainant and through the reply this opposite party stoutly denied the allegations of the complainant. The complainant's lawyer had accepted the reply notice sent by the opposite party's lawyer. But the complainant, with an ulterior motive, has not produced the reply notice before this Commission. This opposite party hereby produces the true copy of the reply lawyer's notice dtd. 3/10/2018, postal receipt and acknowledgment card showing the issuance of the reply lawyer notice and acceptance of the same by the complainant's advocate before this Commission.

6. Opposite party has not concealed any bill amount from the complainant as alleged in the complaint. Opposite party has provided proper and detailed IP bill with Breakup details to the complainant for the treatments he had undergone in the opposite party Heart Institute. The averments in Para 4 of the complaint are absolutely incorrect and hence denied by this opposite party. The opposite party has not kept the ID Pouch or sticker of the medicine since there was no requirement to keep it and further there was no request or demand from the complainant for the same at the relevant time. The

complainant had not raised the above demand even in the lawyer notice and such highly belated demand itself shows the malicious intention and lack of bonafides on the part of the complainant. Further, the demand for the separate purchase bill by the complainant is not legally sustainable. This fact has been reiterated in the letter dtd. 28/2/2017 issued by the opposite party to the complainant. Complainant has not suffered any kind of deficiency in the matter of service provided by the Heart Institute and this opposite party is not liable to pay any amount, interest or cost as demanded by the complainant. Further it is most humbly submitted that this opposite party had effectively provided the above medicine and saved the life of the complainant from the critical condition.

7. Complainant filed Ext.A1 to A5 and Opposite party filed Ext.B1 to B5 and the complainant was examined as PW1 and opposite party was examined as DW1.

Ext.A1 - True copy of Echo Doppler Report dtd. 25/1/2017.

Ext.A2- True copy of the Inpatient Invoice Summary dtd. 27/1/2017

Ext.A3- True copy of reference Letter dtd. 25/1/2017 issued by OP

Ext.A4- True copy of Letter dtd. 28/2/2017

Ext.A5- True copy of Lawyer Notice dtd. 14/9/2018 issued to the OP

And the other side.

Ext.B1 - Computer print out of the Inpatient Invoice summary and IP bill breakup details dtd. 27/1/2017.

Ext.B2 - True copy of Discharge Summary dtd. 27/1/2017.

Ext.B3 - Computer Print out of the reply Lawyer Notice dtd. 3/10/2018.

Ext.B4 - Original Postal Receipt dtd. 4/10/2018 showing issuance of reply Lawyer Notice.

Ext.B5 - Original Acknowledgment Card showing the receipt of the reply lawyer notice by the complainant's advocate.

8. Following are the points to be analyzed in this case:-

1. Whether the complainant has sustained to any sort of deficiency of service, or unfair trade practice from the side of the opposite parties?
2. Whether the complainant is eligible to get any relief from the opposite parties?
3. Cost of the proceedings if any?

9. The commission verified the matter in detail and found that the statement of the opposite party that individual bills cannot be given since the purchase of the medicine is bulk in nature cannot be accepted. The complainant sought for the bill of his treatment to the opposite party on several times as is revealed from the complaint. Opposite party had not given the treatment records including the individual bills for the medicine. As far as ESI is concerned, where the complainant is having insurance coverage, production of the bill is inevitable. The complainant had not received the insured amount due to the non production of the treatment bill for which the opposite party is responsible . Hence we find merit in the complaint and therefore the following orders are issued.

ORDER

In the result complaint is allowed in part.

- I. Opposite party shall pay an amount of **Rs. 43,900/-** (Rupees Forty Three Thousand and Nine Hundred only) to the complainant being the amount lapsed for him due to the non issuance of the bill by the opposite party.
- II. Opposite party shall pay an amount of **Rs.5,000/-** (Rupees Five Thousand only) to the complainant as compensation for the mental trauma, agony and hardship suffered by him.
- III. Opposite party shall pay an amount of **Rs.5,000/-**(Rupees Five Thousand only) as the costs of the proceedings to the complainant.

The Opposite Party shall be liable to comply with the above directions within 45 (forty-five) days from the date of receipt of a copy of this order, failing which the amounts (Points No.I & II) shall carry interest at the rate of 9% per annum from the date of this order until the date of full realization.

Pronounced in the Open Commission on this the 30th day of July, 2026.

**Sd/-
Ramachandran
Member**

**Sd/-
D.B.Binu
President**

**Sd/-
Sreevidhia.T.N
Member**

Forwarded/By Order

Assistant Registrar

Appendix

Complainant's Evidence:

PW1 - O.Vinod Kumar (witness)

Ext.A1 - True copy of Echo Doppler Report dtd. 25/1/2017.

Ext.A2- True copy of the Inpatient Invoice Summary dtd. 27/1/2017

Ext.A3- True copy of reference Letter dtd. 25/1/2017 issued by OP

Ext.A4- True copy of Letter dtd. 28/2/2017

Ext.A5- True copy of Lawyer Notice dtd. 14/9/2018 issued to the OP

Opposite party's Exhibits:

DW1 - Yadukrishnan.V (witness)

Ext.B1 - Computer print out of the Inpatient Invoice summary and IP bill breakup details dtd. 27/1/2017.

Ext.B2 - True copy of Discharge Summary dtd. 27/1/2017

Ext.B3 - Computer Print out of the reply Lawyer Notice dtd. 3/10/2018.

Ext.B4 - Original Postal Receipt dtd. 4/10/2018 showing issuance of reply Lawyer Notice.

Ext.B5 - Original Acknowledgment Card showing the receipt of the reply lawyer notice by the complainant's advocate.

Despatch date:

By hand: By post.Br/-