

Date of Filing: 09.02.2023
 Date of Order: 23.12.2025

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION:
 RANGA REDDY

P r e s e n t

SMT.CHITNENI LATHA KUMARI, PRESIDENT
 SMT.MADHAVI SASANAKOTA, MEMBER
 SMT.KATHYAYANI KHANDAVILLI, MEMBER

TUESDAY, THE TWENTY THIRD DAY OF DECEMBER
 TWO THOUSANDTWENTY-FIVE

CC 70 of 2023

Between:

Medam Siva Narayana, S/o Late Chinna Mallaiah,
 Aged about: 72 years (Sr. Citizen), Occ: Business,
 R/o.H.No.11-3-335,Opp. R&B Banglow, Macherla,
 Guntur – 522 426, Andhra Pradesh.

... Complainant
 AND

- 1) M/s. AIG Hospitals
 Rep by its Chairman/Managing Director
 Mindspace Road, Gachibowli,
 Hyderabad – 500 032, Telangana.
- 2) Dr.Arif Mohammed Khan,
 D.M. (Oncology)/Consultant,
 C/o. M/s. AIG Hospitals,
 Rep. by its Chairman/Managing Director,
 Mindspace Road, Gachibowli,
 Hyderabad – 500 032, Telangana.
- 3) M/s. AIG Hospitals, Rep. by its HR Head,
 Mindspace Road, Gachibowli,
 Hyderabad – 500 032, Telangana.

...Opposite Parties

Counsel for Complainant : Sri. Y.V.Narasimhacharyulu,
 Advocate

Counsel for Opposite Parties : M/s P.V.Janani& Associates,
 Advocates

This complaint is filed by the Complainant U/Sec.35 of Consumer Protection Act, 2019, praying this Commission to direct the Opposite Parties jointly and severally (i) to refund the difference/excess amount of 75 injections charged Rs.3,03,500/- which is paid towards treatment with interest @ 18% p.a. from the date of payment to till the date of payment made to the Complainant

(ii) to pay compensation Rs.1,00,000/- towards to and fro charges from Guntur to Hyderabad, for mental agony and hardship caused to unfair trade practice of Opposite Parties (iii) to pay costs of Rs.30,000/- to the Complainant and pass such other order or orders which the Hon'ble Commission deems fit and proper under the circumstances of the case.

O R D E R

(PER SE SMT. MADHAVI SASANAKOTA, MEMBER
ON BEHALF OF THE BENCH)

I. Brief averments of the complaint:

1. Brief facts of the complaint as made out by the Complainant are that the Complainant took his wife Medam Koti Ratnam to the Opposite Party No.1 hospital on 12.05.2022 with the complaints of shortness of breath, generalized weakness, loss of appetite, bilateral pedal edema, pain per abdomen, dull, aching type of pain, diffuse in nature for past 2 months. Under the observations of the Opposite Party No.2 doctor, necessary tests were conducted to the Complainant's wife and she got admitted into Opposite Party No.1 hospital on 12.05.2022 and as per the advice of Opposite Party No.2 doctor, had taken treatment for 16 days and got discharged on 28.05.2022. Again on 03.06.2022, as per the advice of Opposite Party No.2 doctor, the Complainant's wife was readmitted in Opposite Party No.1 hospital as Day Care and allotted Day care Bed No.75 for treatment. On 10.06.2022, she was admitted once again for 6 days in Opposite Party No.1 hospital and got discharged on 16.06.2022. The Complainant and his wife approached Opposite Party No.1 hospital again on 06.07.2022 and got admitted as Day Care as per the advice of Opposite Party No.1 and Day Care Bed No.52 was allotted for her treatment. As per the advice of Opposite Party No.2 doctor, the Complainant's wife was admitted in the Opposite Party No.1 hospital once again on 13.07.2022 for 12 days under the observation of Opposite Party No.2 and the Complainant's wife passed away on 25.07.2022.
2. Complainant admitted that from the date of his wife's first admission in Opposite Party No.1 hospital i.e. 12.05.2022 to till the date of her death i.e. 25.07.2022, the Opposite Party No.1 hospital has treated her very well. But, the injection namely Inj.

MEROPLAN 1GM which was administered on Complainant's wife frequently during her treatment at Opposite Party No.1 hospital was charged Rs.4,750/- each as shown in the hospital bill, which is found to be charged excessive when the Complainant purchased the same injection on 29.06.2022 from an outside retailer M/s. Balaji Medicals at Rs.700/- only, as per the prescription dated 29.06.2022 of the Opposite Party No.2 doctor when there was no stock in Opposite Party No.1 hospital and it was an emergency. It is further submitted that the Complainant's wife was given subject injection 75 times totally during the entire period of treatment at Opposite Party No.1 hospital and was charged at Rs.4,750/- each injection as against Rs.700/- each, which comes to Rs.3,03,750/- as against Rs.52,500/- which is an unfair trade practice and deficiency of service on the part of the Opposite Parties. Complainant further submitted that he has sent a notice to both Opposite Party No.1 & 2 before filing the complaint but the Opposite Parties though received said notice, did not bother to reply.

II. Written Version of the Opposite Party No.1 to 3:

1. Opposite Party No.1 to 3 admitted that the Complainant and his wife Late Medam Koti Ratnam approached Opposite Party No.1 hospital on 12.05.2022 with the complaint of shortness of breath, generalized weakness, loss of appetite, bilateral pedal edema, pain per abdomen, dull, aching type of pain, diffuse in nature since past 2 months along with following co morbidities i.e., Non-Hodgkins Lymphoma- B Cell Type and Acute Kidney Injury and the patient deceased was under the observation of a team of Doctors headed by Opposite Party No.2 Doctor and all the necessary examinations, Investigations were conducted and Complainant's wife was admitted into Opposite Party No.1 hospital on 12.05.2022 and was given treatment for 16 days and was discharged on 28.05.2022 with a medical advice. When the Patient approached the Opposite Party No.1 hospital again with the complaint of illness, Opposite Party No.2 Doctor again conducted examination, investigations and was admitted again on 03.06.2022 as Day Care for treatment. It is another admitted fact that the Complainant's wife was brought to Opposite Party No.1 hospital once again on 10.06.2022 and she

was admitted and given treatment for 6 days and was discharged on 16.06.2022 with medical advice. Complainant approached once again on 06.07.2022 with his wife with complaint of Non-Hodgkins Lymphoma-B Cell Type Acute Kidney Injury and Hypothyroidism and admitted her in Opposite Party No.1 hospital in Day Care as per the advice of Opposite Party No.1 for treatment. Again patient approached Opposite Party No.1 hospital on 13.07.2022 with complaints of Non-Hodgkins Lymphoma-B Cell Type-S/p Chemotherapy and septic shock multi organ failure and was managed for 12 days under the observation of Opposite Party No.2 doctor but despite best efforts, Complainant's wife expired on 25.07.2022. It is true that from the date of first admission of Complainant's wife in Opposite Party No.1 hospital i.e., 12.05.2022 to till her death i.e., 25.07.2022, Opposite Party No.1 hospital had rendered best treatment and accordingly advised medication which was admitted by the Complainant also as he was satisfied with their treatment.

2. Opposite Party No.1 & 2 submitted that Opposite Party No.1 hospital is guided by Patient's Own Medication Policy vide Policy Number:AIG_JCI_MMU_11 which is reviewed regularly and the purpose of the said policy is to establish guidelines for receipt, identification, labelling, storage, control and distribution of medications brought into the hospital by patients or their families and to control medication of self-administration and its scope is, applicable to all patients including OPDs and IPDs of AIG hospitals. Clause 5.10 of the Policy reads as "Authorization/Approval for Reimbursement, Certificates & Official documents.

- A. 5.10.1 Authorised to only Medical Director, Medical Superintendent, and Administrator.
- B. 5.10.2 Approval for all Billed purchases from AIG Hospital Gachibowli only.
- C. 5.10.3 No authorization for Medications, Consumables, Other Medical Equipment and other services from Non AIG Hospital distributions.

D. 5.10.4 All Medical Certificates & Official Documents authorised only for Out-Patients/In-Patients/Emergency patients of AIG Hospitals, Gachibowli.

It is submitted that in view of the said Policy, the Opposite Party No.1 & 2 are entitled to issue approvals only for all services, billed purchases made from Opposite Party No.1 hospital only and approval for the medicines purchased by the Complainant from outside the Opposite Party No.1 hospital could not be accorded. Thus, neither of Opposite Parties can violate the Policies framed by Opposite Party No.1 hospital and attributing deficiency of service against Opposite Parties is baseless and false.

3. Opposite Party No.1 to 3 submitted that the Complainant purchased Pan D cap, Nexpro RD, Iverjohn and Glycometal also along with Meroplan 1 gm Meropenem from M/s Balaji Medicals & Generals. However, the Discharge Summary dated 28.05.2022; Day Care Admission and Discharge dated 03.06.2022; Discharge Summary dated 10.06.2022; Day Care Consultation dated 06.07.2022; Discharge Summary dated 13.07.2022 do not refer to any of these medicines as 'Discharge Medication' and as such using the name of the Opposite Party No.1 hospitals in purchasing all said medicines is disputed. Moreover, since the purchase of subject medicine was randomly made along with other medicines not suggested by the Opposite Party No.1 hospital, the purchase of such medicines by Complainant is denied and disputed. Opposite Party No.1 to 3 further denied that at no point of time there was any shortage of medicines in the hospital to instruct patients to buy medicines from outside and all the medicines suggested by the Doctors of the Opposite Party No.1 hospital are readily available in their Pharmacy and as such making absurd allegations of no stock and advising to purchase from outside is false and Complainant is put to strict proof of the same.

4. It is further submitted that the cost of Injection MEROPLAN IGM INJ is Rs.4,750/- only as per the purchases made by the Opposite Party No.1 hospital vide Invoices dated 06/06/2022, 28/06/2022 and 05/07/2022 respectively evidencing the purchase of Meroplan 1 gm Meropenem by Opposite Party No.1 hospital at the said price and it is not aware of the pricing of the

same medicine by M/s Balaji Medical & General at Rs.700/- and stated that it is not their concern to ascertain the genuineness of the medicines purchased by the Complainant.

III. Findings & Conclusion:

During the Trial, the Complainant got examined as PW1 and the documents filed were marked as Ex.A1 to A12. Sri P.Murali, Authorized Signatory of the Opposite Parties got examined as DW1 and the documents filed were marked as Ex.B1 to Ex.B4. Both the parties filed their written arguments and heard both the parties.

IV. Based on the facts and material available on the record, the following points have emerged for consideration:

1. Whether there is any unfair trade practice or deficiency of service on the part of the Opposite Parties as claimed under the complaint?
2. Whether the Complainant is entitled for the relief sought? If so, to what extent?

Point No. 1:

1. Complainant took his wife to the Opposite Party No.1 hospital on 12.05.2022 with the complaints of shortness of breath, generalized weakness, loss of appetite, bilateral pedal edema, pain per abdomen since 2 months and Opposite Party No.2 doctor conducted necessary tests and the patient deceased got admitted in Opposite Party No.1 hospital same day and took treatment for 16 days and got discharged on 28.05.2022. Subsequently, the patient deceased got admitted in Opposite Party No.1 hospital on 03.06.2022 as Day Care, on 10.06.2022 for 6 days till 16.06.2022, on 06.07.2022 as Day Care, and once again on 13.07.2022 for 12 days and ultimately she passed away on 25.07.2022. In fact, the Complainant admitted that the Opposite Party No.1 hospital has treated his wife very well right from the date of her first admission on 12.05.2022 till the date of her death i.e., 25.07.2022. But he had an allegation that the injection namely Inj. MEROPLAN 1GM which was administered on Complainant's wife for about 75 times her treatment at Opposite Party No.1 hospital was charged Rs.4,750/- each whereas the same medicine when he purchased

outside on 29.06.2022 in view of no stock in Opposite Party No.1 hospital and it was an emergency, costed only Rs.700/-. It is stated that said purchase was made as per the advice of the Opposite Party No.2 doctor who prescribed the same injection to take as regular course during her stay at home vide prescription dated 29.06.2022 and the Complainant purchased said injection from one M/s. Balaji Medicals. Complainant alleged that the subject injection was administered on his deceased wife for 75 times by charging Rs.4,750/- per injection, totaling to Rs.3,03,750/- (3,56,250/-) as against the price of Rs.700/- per injection available outside which would have costed only Rs.52,500/-. When noticed the discrepancy, the Complainant has issued a notice to Opposite Party No.1 & 2 which were duly received by both the parties but they did not bother to reply.

2. Opposite Party No.1 and 2 stated that its hospital is guided by Patient's Own Medication Policy vide Policy Number: AIG_JCI_MMU_11 which is reviewed regularly and the purpose of said policy is to establish guidelines for receipt, identification, labelling, storage, control and distribution of medications brought into the hospital by patients or their families and to control self-administration of medication which is applicable to all patients including OPDs and IPDs of AIG hospitals. It is stated that in view of the said Policy, the Opposite Party No.1 & 2 are entitled to issue approvals only for all services, billed purchases made from AIG hospitals only and since the Complainant bought subject medication from outside the AIG hospitals purview i.e., from M/s Balaji Medicals & Generals, as such approvals could not be accorded. It is further claimed that though the Complainant purchased subject injection along with few other medicines viz., (i) Meroplan 1 gm Meropenem (ii) Pan D cap (iii) Nexpro RD (iv) Iverjohn (v) Glycomet from M/s Balaji Medicals & Generals, no said medicines were noted as Discharge Medication in any of their Discharge Summaries or Day Care Admission/Consultation, such a purchase using the name of Opposite Parties hospital is disputed. It is further stated that the Opposite Party No.2 Doctor in his prescription dated 29.06.2022, prescribed only Meroplan 1 gm Meropenem and not (i) Pan D cap (ii) Nexpro RD (iii) Iverjohn (iv)

Glycomet medicines for the deceased wife of the Complainant and since said purchase was made randomly along with other medicines not prescribed by the Opposite Party No.2 Doctor, the said purchase of medicines by the Complainant is denied. It is also claimed that all the medicines suggested by the Doctors of the Opposite Party No.1 hospital will always readily available in their Pharmacy itself and there will be no such advise to buy medicines from outside due to shortage of stock. It is further stated that the cost of each Inj. Meroplan 1 gm Meropenem in Opposite Parties hospital is Rs.4,730/- only as per the Invoices dated 06/06/2022, 28/06/2022 and 05/07/2022. Opposite Party No.1 & 2 denied that at no point of time there was any shortage of medicines in the Opposite Party No.1 hospital to instruct patients to buy medicines from outside and stated that the cost of Injection MEROPLAN IGM INJ is Rs.4,750/- as per the purchases made by Opposite Party No.1 hospital and it is not aware of the pricing of the same medicine by one M/s Balaji Medical & General at Rs.700/- and it is not their concern to ascertain the genuineness of the medicines purchased by Complainant. It is stated that neither of Opposite Parties can violate the Policies framed by Opposite Party No.1 hospital and denied the allegation of deficiency of service against Opposite Party No.1 & 2 as baseless and false.

3. Upon perusal of the material placed on record, it is evident from the Discharge Summaries (Ex.A1, A3, A5 & A7) that the deceased wife of the Complainant got treated in the Opposite Party No.1 hospital and in the course of said treatment, the patient deceased was administered with 79 doses of Meroplan 1 GM (Meropenem) injections (Ex.A2, A4 & A6) and each one of said injection was charged Rs.4,750.19 as against the price of Rs.700/- that the Complainant purchased from other retailer (Ex.A8) on 29.06.2022 as per the prescription given by Opposite Party No.2 doctor on the same day i.e., 29.06.2022 (Ex.A9). Complainant claimed that he has issued a notice dated 20.10.2022 (Ex.A10 & A11) giving the details of the higher amount charged for each injection of Meroplan 1 GM (Meropenem) when the same is available outside at a lesser price. But there was no response from Opposite Parties.

4. Opposite Parties hospital had purchased InjMeroplan – 1G injections (970 numbers of Batch ZEH0059 &1030 numbers of Batch ZEH0022, 1200 numbers of Batch ZEH0022 and, 470 numbers of Batch ZEH0022 & 1530 numbers of Batch ZEH0097) from one Sindhura Traders on 06.06.2022 (Ex.B2) 28.06.2022 (Ex.B3) and 05.07.2022 (Ex.B4) respectively for Rs.310/- each with MRP for said injection mentioned as Rs.4750.19. Opposite Party No.1 hospital in their reply to the Complainant's memo of List of injections administered on his deceased wife and the amount charged for said injections by the Opposite Party No.1 hospital, claimed that since it has purchased the said injections at Rs.4750.19 each, it had charged the Complainant the same amount of Rs.4750.19 each and no excess amount is charged. Further, Opposite Party No.1 hospital alleged that they have never compelled the Complainant to purchase medicines at Opposite Party No.1 hospital only and he was at liberty to purchase the medicines prescribed by the doctors of the Opposite Party No.1 hospital at any pharmacy stores as per their own discretion but the Complainant has chosen to buy said medicine from the Opposite Party No.1 hospital pharmacy itself having full knowledge of the prices.

5. Opposite Party No.1 hospital in its written version has stated that it is guided by one Patient's Own Medication Policy vide Policy Number: AIG_JCI_MMU_11 for the purpose of establishing guidelines for receipt, identification, labelling, storage, control and distribution of medications brought into the hospital by patients or their families and to control medication of self-administration with its scope applicable to all patients including OPDs and IPDs of Opposite Party No.1 hospitals. And as per the said Policy, Opposite Party No.1 hospital is entitled to issue approvals only for all services, billed purchases made from Opposite Party No.1 hospitals only and no such approvals could be accorded to the medication bought by the Complainant from outside the Opposite Party No.1 hospitals purview i.e., from M/s Balaji Medicals & Generals. Contradicting to its own statement, Opposite Party No.1 hospital in its reply memo claimed that there is no restriction on the Complainant to purchase medicines from any of the outlets of his

choice other than from its own pharmacy, but the Complainant has chosen to buy from the pharmacy of the Opposite Party No.1 hospital only, knowing pretty well the price of the said injection. Whereas, from the bill dated 29.06.2022 (Ex.A8) it is evident that he has purchased subject injection on 29.06.2022 after getting a prescription dated 29.06.2022 (Ex.A9) from the Opposite Party No.2 to administer subject medicine on his deceased wife thrice a day for 7 days during her stay in the Opposite Party No.1 hospital. It is evident from the said exhibit that the Complainant has purchased said medicine from outside due to shortage of stock in the Opposite Party No.1 hospital. While making said purchase, the Complainant has come to know that the Opposite Party No.1 hospital had been exorbitantly charging for the subject injections all these days.

6. Opposite Party No.1 hospital on one hand in its written version alleged that the Opposite Party No.2 prescribed only subject injection and no other medicines which the Complainant had purchased along with it from the outside vendor and such random purchase of other medicines along with prescribed medicine is denied and disputed. It is absurd to note such a weird allegation from the Opposite Party No.1 hospital which has no logic to substantiate as the Complainant is at liberty to purchase whatever medicines he requires along with the prescribed medicine by the Opposite Party No.2 doctor and taking objection on such a transaction is totally ridiculous.

7. It is evident from the bills produced by the Opposite Party No.1 hospital (Ex.B2, B3 & B4) that the Opposite Party No.1 hospital had purchased subject injection in bulk quantities from one M/s Sindhura Traders on different dates at a price of Rs.310/- each and not at Rs.4,730/- as claimed in their written version and the Opposite Party No.1 hospital has deliberately charged exorbitantly excess amount on each injection. By charging Rs.4750.19 against the original price of Rs.310/- for a total of 79 injections, the Opposite Party No.1 hospital has made a clear profit of Rs.4,440/- per injection at an inflated Profit percentage of 1432.26% which comes to Rs.3,50,760/-, which is nothing but an unfair trade practice.

8. It is evident from the Invoice dated 29.06.2022 (Ex.A8) that even the retail price of the said medicine is only Rs.700/- as against the price of Rs.4750.19 charged by the Opposite Party No.1 hospital which is quite reasonable. But, the Opposite Party No.1 hospital failed to follow such Fair Price Policy for fixing reasonable price for the medicine procured in bulk, which even a small retailer would follow, and charged the subject medicine at a price as high as Rs.4750.19 which is around 1432.26% profit that was purchased at as low as Rs.310/- to make huge profits and thus indulged in unfair trade practice.

9. Moreover, the Opposite Party No.1 hospital though governed by Patient's Own Medication Policy vide Policy No.AIG_JCL_MMU_11 that establishes guidelines periodically for the receipt, identification, labelling, storage, control and distribution of medications brought into the hospital by patients or their families and to control medication of self-administration, it has no such policy in place to establish guidelines for fixing the reasonable retail price on the medicines that are procured by the Opposite Party No.1 hospital pharmacy from various wholesalers for the benefit of its patients.

10. With the given observations, we are of considered opinion that in order to make huge profits, the Opposite Party No.1 hospital has indulged in unethical practice of charging high price on the subject injection taking the advantage of MRP mentioned in the invoices, causing significant financial loss to the Complainant. It is worthy to note here that the Complainant did not allege anything against the treatment in the Opposite Party No.1 hospital, and in fact had appreciated their service. But, when found he was cheated with high billing on subject medicine, he filed the present case praying for justice for the unfair trade practice adopted by the Opposite Party No.1 hospital and brought the same to the notice of the Opposite Party No.1 hospital before approaching this Commission. But the Opposite Party No.1 acted negligently in addressing his concern amounting to deficiency in service. With the given observations, it is very clear that the Opposite Party No.1 hospital has involved in unfair trade practice and deficiency in service and hence, point No.1 is answered in favour of the

Complainant. As there is no specific allegation against the Opposite Party No.2 & 3 and they had no role in the given unfair trade practice, complaint against Opposite Party No.2 & 3 is dismissed.

Point No.2: In the result, the complaint is allowed in part directing the Opposite Party No.1

1. To refund the excess amount of Rs.3,50,775/- (Rupees Three Lakh Fifty Thousand Seven Hundred and Seventy Five only), charged for 79 injections with interest @ 9% p.a. from the date of last purchase i.e., 24.07.2022 till realization. In default, the refund amount will attract additional interest @ 12% p.a. from the date of default till realization.
2. To pay Rs.30,000/- (Rupees Thirty Thousand only) towards compensation for the financial loss and mental agony caused.
3. To pay Rs.10,000/- (Rupees Ten Thousand only) towards costs to the complainant.
4. To deposit Rs.1,00,000/- (Rupees One Lakh only) towards punitive damages into the Consumer Welfare Fund Account maintained by DCDRC, Ranga Reddy Commission as envisaged in Sec.39(1)(d) of Consumer Protection Act 2019.
5. The complaint against Opposite Party No.2 & 3 is dismissed.
6. Time for compliance is 45 days from the date of receipt of this order.

Dictated to the Steno-typist, transcribed by her, corrected by me and pronounced by us in the Open Commission on this the 23rd day of December, 2025.

Sd/-
MEMBER

Sd/-
MEMBER

Sd/-
PRESIDENT

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

For Complainant
Affidavit Filed

For Opposite Parties
Affidavit filed

EXHIBITS MARKEDFor the Complainant

Ex.A1 – Copy of Discharge Summary dt.28.05.2022
Ex.A2 – Copy of the Bill
Ex.A3 – Copy of the Discharge Summary
Ex.A4 – Copy of Bill
Ex.A5 – Copy of Discharge Summary
Ex.A6 – Copy of Bill
Ex.A7 – Copy of Death Summary dt.25.07.2022
Ex.A8 – Copy of Bill from M/s. Balaji Medical
Ex.A9 – Copy of Prescription dt.29.06.2022
Ex.A10 – Copy of Notice
Ex.A11 – Copy of postal receipts
Ex.A12 – Copy of Acknowledgements

Exhibits marked for the Opposite Parties

Ex.B1 – Copy of Patients case sheet
Ex.B2 – Copy of Tax/credit invoice issued by Sindhura Traders to
AIG Hospitals dt:06.06.2022
Ex.B3 – Copy of Tax/credit invoice issued by Sindhura Traders to
AIG Hospitals dt:28.06.2022
Ex.B4 – Copy of Tax/credit invoice issued by Sindhura Traders to
AIG Hospitals dt:05.07.2022

Sd/-
MEMBER

Sd/-
MEMBER

Sd/-
PRESIDENT

Sd