**BEFORE THE CONSUMER DISPUTES REDRESSAL DISTRICT FORUM AT SONEPAT**

**CC.No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_/20\_\_**

Rajender Singh Malik

s/o Sri Chattar Singh

H No. 1006, Sector 12

Sonepat Complainant

Versus

Tulip Multi Specialty Hospital,

Vivekanand Road, Delhi Chowk,

Near Civil Hospital, Sonepat Opposite Party

This complaint under section 35 of the Consumer Protection Act, 2019, is presented on the grounds stated herein under:-

1. That the Complainant herein, Rajender Singh Malik, is a resident of [Provide Address Details]. The Opposite Parties herein, Tulip Multispeciality Hospital and United India Insurance (hereinafter referred to as "the Ops/Respondents"), are a hospital and an insurance company, respectively, engaged in the business of providing medical services and health insurance.
2. That the Complainant holds a mediclaim policy issued by United India Insurance, the respondent no.2 herein. On 22.3.2018, the Complainant experienced severe abdomen pain and sought medical attention at Tulip Multispeciality Hospital, the respondent no.1. The diagnosis revealed an obstructive (L) inguinal hernia, leading to the Complainant's admission to the hospital on the same day. The treating doctor informed the Complainant about the necessity of a surgical operation scheduled for 23.3.2018.
3. Upon admission, the Complainant was asked by the hospital to deposit an amount of Rs.5000/-. In response, the Complainant submitted his mediclaim policy no. 112084281730105333207 issued by respondent no.2. The hospital's account branch informed the Complainant that the bill exceeded the deposited amount, and the remaining sum was adjusted from the policy issued by respondent no.2.
4. The Complainant faced a similar situation on 1.4.2018 when he was readmitted to the hospital for further medical treatment. On this occasion, the hospital informed the Complainant that the cost of the operation would be adjusted from the policy amount. However, respondent no.1 asserted that an additional sum of Rs.50,000/- in cash was required since the policy amount sanctioned by respondent no.2 was deemed insufficient.
5. To undergo the operation, the Complainant borrowed Rs.42,000/- from family and friends and paid the same to respondent no.1. Post-operation, the Complainant continued to experience pain and noticed a cyst in his stomach. Subsequent visits to respondent no.1 yielded no improvement, and the pain persisted even after two months.
6. The Complainant, dissatisfied with the situation, requested respondent no.1 to refund the extra charges of Rs.42,000/-, but received no positive response. Alleging deficiency in service on the part of the respondents, the Complainant has filed the present complaint seeking the return of Rs.42,000/- charged illegally, compensation of Rs.1 lakh for harassment and deficiency in service, and Rs.11,000/- as litigation expenses.
7. CAUSE OF ACTION: The Complainant, having paid additional sums for medical treatment and experiencing persistent pain post-operation, has suffered a deficiency in service. This has caused harassment and mental agony, necessitating legal redressal.
8. The Complainant attaches herewith the mediclaim policy, hospital bills, receipts, and any written communication with the hospital and the insurance company.
9. This Hon’ble Commission has territorial jurisdiction to conduct an inquiry and adjudicate the present dispute as the Complainant resides within its jurisdiction, and the cause of action has arisen within the specified limits under the Consumer Protection Act, 2019.
10. The cause of action arose when the Complainant experienced ongoing pain and discomfort post-operation. The filing of this complaint falls well within the two-year limitation period specified under Section 69 of the Consumer Protection Act, 2019.
11. COURT FEE: The Complainant is in compliance with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.
12. PRAYER:

The Complainant seeks the following reliefs from this Hon’ble Commission:

A. Direct the respondent no.1 to return Rs.42,000/- charged illegally from the Complainant.

B. Compensate the Complainant by paying Rs.1 lakh on account of harassment and deficiency in service.

C. Direct the respondents to pay Rs.11,000/- as litigation expenses.

PLACE: [Location]

DATED: [Date]

SIGNATURE OF THE COMPLAINANT

**VERIFICATION**

I, Alok Sarkar, s/o Late Manik Sarkar, Indian Inhabitant the complainant abovenamed residing in Ward No. 3, Bokajan, Dist: Karbi Anglong, Assam, do hereby solemnly declare and state that what is stated in paragraphs no.1 to 11 of the above complaint is true to my own knowledge and what is stated in the remaining paragraphs is stated on information and belief and I believe the same to be true.

Solemnly declared at Karbi-Anglong

this day of \_\_\_\_\_\_ 2024

Complainant