

**THE WEST BENGAL CLINICAL ESTABLISHMENT
REGULATORY COMMISSION.**

Present: Justice Ashim Kumar Roy, Chairperson.

Dr. Sukumar Mukherjee, Member.

Dr. Madhusudan Banerjee, Member.

Dr. Abhijit Chowdhury, Member.

COMPLAINT ID: SPG/2017/000143.

Mrs. Soudipa Kundu Pal.....Complainant.

-versus-

Kothari Medical Centre & others.....Respondents.

Heard on: 11/10/2017
18/10/2017

Date of judgment: 22nd November, 2017.

J U D G M E N T.

Mrs. Soudipa Kundu Pal, the daughter of the service recipient, Swapan Kumar Kundu, in her letter of complaint of overbilling, made the following allegations against Kothari Medical Centre and its Marketing Manager, Ms. Aparupa Dutta.

Her father Swapan Kumar Kundu, who was suffering from renal dysfunction, on July 4, 2017, was admitted at K.P.T. Hospital. Then on July 6, 2017, he was referred to Kothari Medical Centre for dialysis. When the case was registered for dialysis as a day-care patient and 04:00 pm was fixed for dialysis. At that time, there was no talk about the admission of the patient. Subsequently, the patient party was informed, since the channel was found blocked, a fresh line to be made and for that patient had to be admitted in the hospital. When the hospital authority was informed that patient was a retired employee of Port Trust, they paid no heed to that. At that time, they forcibly admitted the patient in the hospital against fresh registration number, without the patient first being discharged from K.P.T. Hospital and they were told that dialysis will be done at 01:00 pm (second registration). On the next day i.e., on July 7, 2017, in the morning, the complainant was informed over phone by the hospital that patient has already been discharged and they have to get him released on payment of Rs.10,000/-. But they could not arrange the amount and patient was finally released only on 10th of July, 2017 on payment

of Rs.10,000/- which they arranged with great difficulty and they were told the bill amount is around Rs.40,000/-.

2. Immediately, the said letter of complaint was sent to the Clinical Establishment, Kothari Medical Centre, seeking their reply. They were also asked to submit the medical file of the service recipient with the copy of the bills.

3. In response thereto, the Clinical Establishment duly represented by their Dy. Medical Superintendent, Dr. Samit Samanta and Ms. Aparupa Dutta, appeared. On behalf of the Clinical Establishment Dr. Rajesh Chattopadhyay filed a reply in the form of affidavit.

4. In the reply, all allegations have been categorically denied and it was claimed as follows:

The service recipient Swapan Kumar Kundu was referred to Kothari Medical Centre by Kolkata Port Trust Centenary Hospital for Haemodialysis, who had been suffering from Chronic Renal Failure. On July 6, 2017, before Haemodialysis, it was found that A.V. Fistula line thrombosed and therefore there was a requirement of making dialysis line through Jugular Vein (Left Side) for which patient was shifted to CCU and after the line was done, dialysis was started. It was also found that the patient had associated right sided pleural effusion along with sepsis. In such situation, there was urgent need to get the patient admitted in hospital.

The patient was a retired employee of Kolkata Port Trust and as per the terms of an agreement between Kothari and Port Trust, the patient was referred for dialysis only. However, patient was admitted in the hospital on 06/07/2017 and discharged on 10/07/2017. At the time of discharge, total bill was Rs.54,542/- which was finally reduced and settled at Rs.45,000/- and the patient party, on payment of Rs.10,000/- by cheque, got the patient released. At the time of discharge, another cheque for Rs.35,000/- was handed over to the hospital authority but on the request of patient party same was not deposited in the bank for encashment, on humanitarian ground. The patient was admitted with informed consent and the patient party signed the form knowing the contents thereof. There was no wrong treatment in the hospital. Even after discharge, the patient is regularly attending the hospital for dialysis, which had been successfully done for 19 days i.e., on 11/07/2017, 14/07/2017, 19/07/2017, 22/08/2017, 25/08/2017, 29/08/2017, 01/09/2017, 05/09/2017, 08/09/2017, 12/09/2017, 15/09/2017, 19/09/2017, 22/09/2017, 26/09/2017, 29/09/2017, 03/10/2017, 06/10/2017, 10/10/2017, 13/10/2017, till date.

With their affidavit, the hospital authority annexed their agreement, the copy of the agreement with the Port Trust.

5. The complainant and the representative of the Clinical Establishment were heard at length. The letter of complaint, the affidavit filed by the Clinical Establishment and the copy of the medical files and the bills were carefully perused.

6. Admittedly, the father of the complainant is a retired employee of K.P.T. According to the terms of agreement between the Kothari and the Kolkata Port Trust, in case of indoor treatment for retired employees and their spouses, they will be allowed for only Haemodialysis on day-care basis on credit facility. For other treatments, current CGHS rates may be allowed on full payment of charges, and not on credit facility basis.

Now, from the medical papers of the K.P.T., (the discharge certificate of the patient dated 07/07/2017), we find that it was their discharge Diagnosis that the patient was suffering from.... **END STAGE RENAL DISEASE ON MAINTENANCE HEMODIALYSIS ADMITTED WITH FEVER. AVF NON FUNCTIONING.**

Whereas, from the discharge certificate issued by the Kothari Medical Centre, we find the patient was admitted with Headache and Chest discomfort for few days, in a known case of **DIABETES MELLITUS, HYPERTENSION and CHRONIC KIDNEY DISEASE on MHD.** He was discharged with **LEFT JUGULAR VEIN CATHETER** and with Final Diagnosis, **RIGHT MASSIVE PLEURAL EFFUSION UNDER EVALUATION; DIABETES MELLITUS; HYPERTENSION; CHRONIC KIDNEY DISEASE.**

7. The total bill raised for the treatment of the service recipient at Kothari Medical Centre, from 6th July 2017 to 10th July 2017 was Rs.54,452/- and finally settled at Rs.45,000/-. Admittedly, towards the payment of settled amount of Rs.45,000/-, only Rs.10,000/- had been paid by a cheque by the patient party. Although for payment of balance amount of Rs.35,000/- an account payee cheque has been issued by the patient party but same has not yet been presented for encashment.

8. It is also an admitted position that the patient was discharged on July 10, 2017. However, on and from the next day i.e., on July 11, 2017, till October 17, 2017 (date of filing of affidavit), the patient had been to Kothari Medical Centre as many as on 19 occasions and till the last day of hearing, he has been regularly attending there.

9. We find from the patient file that the son of the patient, Sudipta Kundu signed the **ADMISSION/ CONSENT FORM and INFORMED CONSENT ON ADMISSION/SURGICAL PROCEDURES/INDICATIVE COST.** The second form was authenticated by the Counselor. The son of the patient signed in English and on being asked by the Commission, we are informed by the complainant that so far she remembered, her brother after passing Secondary Examination, did not continue further study. It is true that consent form was in English but at no point of time it was claimed by the complainant that his brother doesn't read and able to understand English.

10. On the face of the diseased condition of the service recipient and when, he was brought to Kothari Medical Centre referred by K.P.T. for giving dialysis at day-care unit, it was found he had a blocked AV Fistula, his admission was very much needed to reinstitute an alternative route of

dialysis through Jugular Vein. Therefore, there is no fault on the part of the nursing home authority to admit him as an indoor patient. From the Bed Head Ticket and other medical papers, we find that the dialysis through alternative route was successful. The patient remained admitted from 06/07/2017 till 10/07/2017 and after his release on the very next day i.e., on 11/07/2017, he again came to Kothari for dialysis. Until October 13, 2017, as many as on 19 occasions, he underwent dialysis at Kothari. No complaint is forthcoming that there was any deficiency of service on the part of the Kothari while providing him medical service during dialysis. The service recipient, who was a retired employee of K.P.T., referred to Kothari by K.P.T. Centenary Hospital for dialysis. In terms of a mutual agreement between K.P.T. Hospital and Kothari Medical Centre, in case of indoor treatment the retired employees and their spouses would only enjoy Haemodialysis on day-care basis on credit facility and for other treatments, current CGHS rates will be applied on full payment of charges without any credit. We find before the admission of the service recipient as indoor patient at Kothari, necessary consent was obtained from his son and the consent form was signed by him in English and *informed consent on admission* was authenticated by a Counselor. The consent form contained a clear stipulation that the patient party has to bear and pay all the charges arising out of the treatment of the service recipient viz, doctor's fees, procedure charges, bed charges, medicine cost etc. According to the complainant, so far she remembered her brother after passing Secondary Examination, did not pursue further study. It was never claimed that the brother of the complainant, who signed in English in the consent form, neither could read English nor understand it. We further find that the final bill amount of Rs.54,452/- was settled for Rs.45,000/- and patient was released on payment of Rs.10,000/- by cheque. It is an admitted position, at the time of discharge, another cheque for Rs.35,000/- was made over to the Clinical Establishment by the service recipient and on their request, same was not presented for encashment till date.

11. Having regards to above, neither we find there is any deficiency or unethical trade practice on the part of the Clinical Establishment nor any overbilling. Accordingly, the charge not being substantiated, the complaint fails and stands dismissed.

Sd/-
Justice Ashim Kumar Roy
Chairperson

Sd/-
Dr. Sukumar Mukherjee, Member.

Sd/-
Dr. Madhusudan Banerjee, Member.

Sd/-
Dr. Abhijit Chowdhury, Member.



Authenticated


Secretary
W.B.C.E.R.C.
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