Office of the West Bengal Clinical Establishment Regulatory Commission
1st Floor, 32 B.B.D Bag, West Bengal, Kolkata – 700001.
Phone:- (033) 2262-8447 , Email: wbcerc@wb.gov.in Website: www.wbcerc.gov.in

Case Reference: INT/KOL/2024/111

Mr. Dinesh Champaklal Vora .... **Complainants**

vs

Fortis Hospital..................**Respondent/ Respondents**

ORDER SHEET

Office Note	Order No.	Date	Order
	2.	24/06/2026	The complaint would relate to billing in a case of insurance admission. We heard this matter and disposed of the complaint vide order dated June 27, 2024 The complainant would contend, despite deduction of Rs. 97,843/- by the TPA the CE realised the said amount from him and that too, without giving any breakup of the said sum.

			We have gone through the records. We find Insurance, by their mail dated April 27, 2026 gave details of the break up where we find that the amount was deducted on four counts:- *"I) pre hospitalization Rs. 9,546/-* *II) Co- pay Rs. 17,267/-* *III) consumable Rs. 4,164/-and* *IV) Rs. 84,436/- proportionate deduction."* The first three items would be the responsibility of the patient hence, we did not interfere on that score. Since the amount of Rs. 84,436/- was not properly explained we directed the Fortis to keep the said sum of Rs. 84,436/- in a

fixed deposit so that the complainant could escalate the issue before the Ombudsman Insurance.

The complainant would contend, Fortis did not inform him whether the fixed deposit was made or not.

Fortis would submit, they are not sure whether the fixed deposit was done or not. However, they would refer to the order dated April 27, 2026. According to them, since they were not aware whether the complainant had approached Ombudsman Insurance or not possibly, they did not make the fixed deposit.

Ombudsman Insurance, by their order dated March 12, 2026, rejected the claim.

			The complainant has now came up for further direction in the matter. He has sent umpteen number of reminders to us in the matter although he has not informed to Fortis whether he approached Ombudsman Insurance or not. We have considered the entire scenario and the post disposal situation. We disposed of the compliant by giving liberty to the complainant to approached Ombudsman Insurance. He has done so and lost. We have also made it clear by our earlier order that the decision of Ombudsman Insurance would be binding upon by the parties.

The complainant would be free to ventilate his grievance as against the order of the Ombudsman Insurance before appropriate forum if he is so entitled to in law.

We direct the Fortis to share a copy of the fixed deposit to the complainant if it has been done.

We abundantly make it clear, we have nothing further to do in the matter and **the matter is closed at our end.**

Sd/-

The Hon'ble Chairperson

Sd/-

Prof. (Dr.) Sukumar Mukherjee – Member

Sd/-

Prof. (Dr.) Makhan Lal Saha – Member

			Sd/- Dr. Maitrayee Banerjee – Member Sd/- Smt Madhabi Das – Member Authenticated Secretary West Bengal Clinical Establishment Regulatory Commission