



State Consumer Helpline Knowledge Resource Management Portal  
(SCHKRMP)



## Consumer Connect



*Sponsored by Department of Consumer Affairs, Govt. of India*

Quarterly E-Newsletter of State Consumer Helpline Knowledge Resource Management Portal (SCHKRMP), Center of Consumer Studies, Indian Institute of Public Administration (IIPA), New Delhi

### MAJOR ACTIVITIES

#### **Training Program for the Coordinators and Advisors of Himachal Pradesh**

Three Days Training Program for the Coordinators and Advisors of Himachal Pradesh. State Consumer Helplines on “**Consumer Protection and Consumer Welfare**” was organized by Centre for Consumer Studies (CCS) and State Consumer Helpline Knowledge Resource Management Portal (SCHKRMP), IIPA during September 24-25, 2014. The Department of Food, Civil Supplies and Consumer Affairs, Govt. of Himachal Pradesh deputed several participants from Himachal Pradesh to attend the training program for setting up of State Consumer Helpline in Himachal Pradesh. The Project Manager Shri. S.K Virmani from IIPA briefed advisors on Consumer Protection, Empowerment, Education and Awareness, Redressal of consumer problems and role of State Consumer Helplines and Advisors. The helpline has started functioning now through toll free number 1800-180-8026.



#### **Workshop for the ILMs of Faridabad**



Seminar/ workshop for the ILMs of Faridabad circle was held on 19 September 2014 at Faridabad, Haryana. The workshop was organized by Haryana State Consumer Helpline. The Project Manager Shri. S. K. Virmani spoke on following Agenda points for discussion in the seminar on-

- (i) Overview of consumer problems.
- (ii) Issues of legal metrology being faced by the consumers.
- (iii) Unethical charging of VAT by retailers.

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## “Telecom and Consumer” and “Consumer Empowerment” through Helplines

The *Six Week Customized Training Program for Indian Telecommunication Service Probationers* sponsored by the **Department of Telecommunication** commenced on **1<sup>st</sup> July 2014** at the Indian Institute of Public Administration (IIPA). Project Manager Shri. S. K. Virmani, SCHKRMP took a session on **“Telecom and Consumer” and “Consumer Empowerment” through Helplines** on 1<sup>st</sup> July, 2014. He discussed on issues about frequent occurring problems in Telecom Services and the Service Benchmarks as laid down by Telecom Regulatory Authority on India. The participants were also acquainted with the grievance handling mechanism in telecom companies as per TRAI regulations.



## Ministry of Finance directs banks to implement RBI notification number *RBI/2013-14/381DBOD No. Dir. BC. 67/13.10.00/2013-14* dated November 26, 2013 to charge banking customers for SMS alert fee on actual usage basis

F.NO.7/72/2014-BOA  
Government of India  
Ministry of Finance  
Department of Financial Services

Jeevan Deep Building, IIIrd Floor,  
Parliament Street, New Delhi.  
Dated - August 14, 2014

The CEOs of all Public Sector Banks

**Subject: Complaint against Customer services - charges levied by Banks for sending SMS alerts - reg.**

Sir,

Secretary, Department of Consumer Affairs, Ministry of Consumer Affairs, Food and Public Distribution, in his D.O. letter No. 11011/2/2011-CWF dated 8<sup>th</sup> August, 2014 to Secretary (FS) informed that they have received information from State Consumer Helpline Knowledge Resource Management Portal (SCHKRMP) that some banks are charging differently for their SMS alert services. A sheet containing SMS charges for SMS alert by some banks forwarded by them is enclosed for your ready reference. Secretary (DoCA) has informed that there are also complaints based on the fact that there was no transaction done by the customer in certain quarters and still banks deducted the fees from their accounts. He also added that, charging of any fee for no service is an unethical and unfair trade practice which could even be treated as financial fraud.

2. With a view to ensuring reasonableness and equity in the charges levied by banks for sending SMS alerts to customers, RBI in its Notification No. RBI/2013-14/381DBOD NO. Dir. BC.67/13.10.00/2013-14 dated November 26, 2013 advised the Banks to leverage the technology available with them and the telecom service providers to ensure that such charges are levied on all customers on actual usage basis. You are, therefore, requested to follow the above said RBI Circular in letter and spirit and take appropriate action.

3. An Action Taken Report (ATR) may be sent to this Department within 30 days.

Yours faithfully,

(M.M. Dawla)

Under Secretary to the Government of India  
Email : [boa@nic.in](mailto:boa@nic.in)

Copy to :

1. The Secretary, Department of Consumer Affairs, Ministry of Consumer Affairs, Food and Public Distribution, Government of India, Krishi Bhavan, New Delhi.
2. The Executive Director, DBOD, RBI, Mumbai – for appropriate action.
3. The Chief Executive, IBA, Mumbai – to follow with all SCBs and report compliance.

## **Indian Institute of Public Administration (IIPA) protest against proposed move of IBA for withdrawal of free non– home bank ATM transactions**

1. Indian Bank Association (IBA) is learnt to have requested RBI to allow banks to charge customers in the metros to pay for accessing ATMs of other banks but continue with the current cap of five free transactions a month for rural customers. The IBA also says that banks are losing Rs. 400 crore a month because of the excess security requirement at 1.4 lakh ATMs.
2. RBI also need to consider following factors before the request of IBA to the regulator RBI is considered for allowing them to charge fee from the customers on transacting through ATMs.
3. Use of ATMs has definitely reduced the burden on the banks as it has also resulted into reduction in man-hours for dispensing cash from its cash counters. Indirectly it has facilitated for diversion of resources and increased business avenues and efficiency.
4. In fact some banks are charging annual card fee which also need to be withdrawn as the cost of operation has not increased due to providing of ATMs. The technology always reduces the cost of operation. It further surprises as to while the banks are charging annual fee for ATM cards, banks are also asking the consumers to pay a fee for replacement of the card if it become defective.
5. One can see the situation in the market that most of the ATMs are without any security guards.
6. Most of the ATMs are housed annexed with the branch itself so there is no additional expenditure towards provisioning of security requirement.
7. As far as transaction fee for other bank ATMs is concerned, it gets neutralized as those banks also charge fee from the customers of other branches if they transact through their ATMs. An example is being quoted in point No. 10 hereinafter.
8. If the customers are using card at other bank ATMs, it is due to the inadequate infrastructure of banks for:
  - i) not having sufficient ATMs in the desired localities or
  - ii) not having cash in the machine or
  - iii) the ATM is not working.

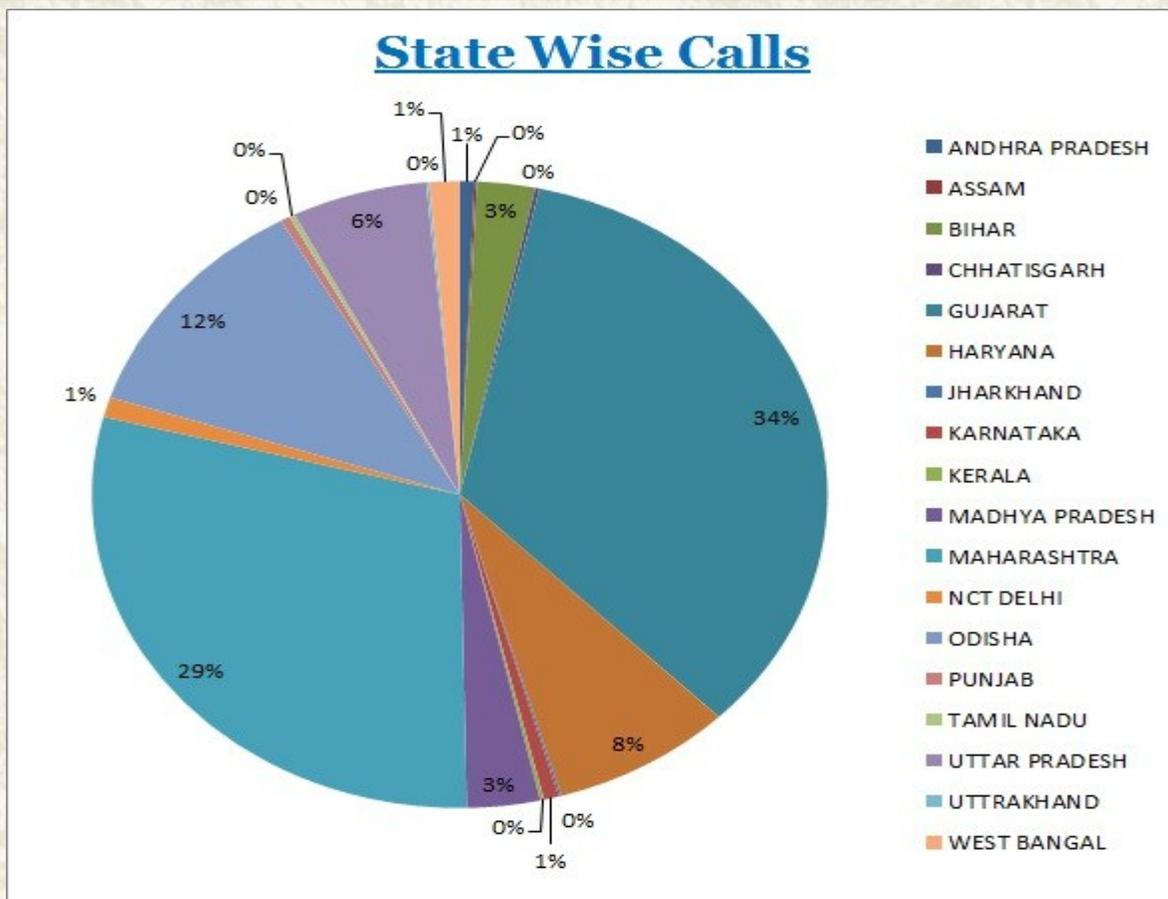
All these factors are attributable to the bank's in-efficiency for which IBA is proposing to burden the consumers. Banks are also required to be accountable for such deficiencies.

9. As far as inadequate availability of ATM in a locality is concerned, the banks are saving on the infrastructure cost. In fact this point highlights the strong need of resource pooling and in fact all the transactions done in other ATMs should be free as the cost of infrastructure gets shared among banks.
10. Let us consider an example where a customer of bank "A" goes and transact at bank "B", the bank "A" is required to pay a fee of Rs. 15/- to bank "B". But the similar situation may also arise if a customer of bank "B" is transacting at ATM of bank "A" then bank "B" would also be required to pay fee of Rs. 15/- to bank "A". So in the end there would be more or less no flow of fee from one bank to other banks unless and until there is a huge difference in the number of ATMs of the Banks or a huge difference in number of transactions. In both scenario, it is the inefficiency of the bank for not having sufficient number of ATMs or machines remaining without cash due to inefficient system of cash replenishment by the agencies or the machines not working. A basic question arises as to why any consumer should be burdened with fee for inefficiency of the Banks?

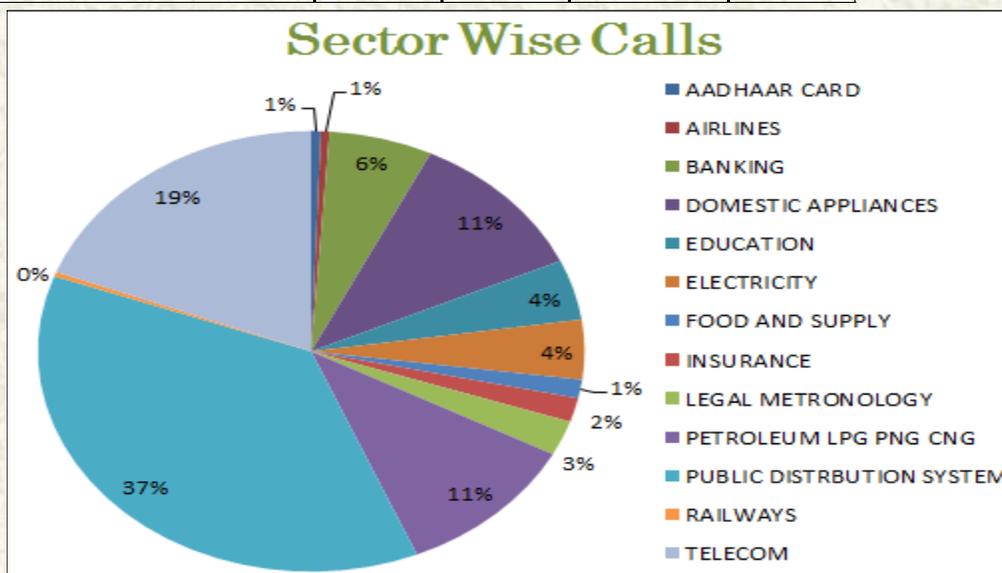
IIPA is surprised as to how RBI succumbed to the pressure of IBA demand limiting the number of transactions at other Bank's ATM to three without considering the points as stated above. It is further surprising that even the transactions at own Bank's ATM in Metro cities got limited to five.

## Calls Received by Various State Helplines

State Wise distribution of Calls				
State Name	July	August	September	Total
ANDHRA PRADESH	23	23	97	143
ASSAM	4	1	7	12
BIHAR	92	97	31	220
CHHATISGARH	7	5	0	12
GUJARAT	1230	1031	891	3152
HARYANA	289	302	193	784
JHARKHAND	4	8	4	16
KARNATAKA	24	30	37	91
KERALA	6	4	9	19
MADHYA PRADESH	116	271	241	628
MAHARASHTRA	1058	1105	1365	3528
NCT DELHI	37	39	46	122
ODISHA	430	520	405	1355
PUNJAB	15	23	4	42
TAMIL NADU	9	9	9	27
UTTAR PRADESH	215	251	260	726
UTTRAKHAND	5	6	8	19
WEST BANGAL	48	35	37	120
<b>TOTAL</b>	<b>3612</b>	<b>3760</b>	<b>3644</b>	<b>11016</b>



Sector Wise Distribution of Calls				
Sector	July	August	September	Total
AADHAAR CARD	10	6	10	26
AIRLINES	9	6	6	21
BANKING	108	101	108	317
DOMESTIC APPLIANCES	195	195	182	572
EDUCATION	78	78	64	220
ELECTRICITY	77	87	58	222
FOOD AND SUPPLY	24	20	24	68
INSURANCE	31	39	38	108
LEGAL METRONOLOGY	45	63	82	190
PETROLEUM LPG PNG CNG	193	248	143	584
PUBLIC DISTRBUTION SYSTEM	650	610	349	1609
RAILWAYS	6	8	5	19
TELECOM	337	386	424	1147



### Nature of Complaints received at State Consumer Helplines

Sectors	Nature of Calls
AADHAAR CARD	<ul style="list-style-type: none"> <li>• Delay in getting aadhar card</li> </ul>
AIRLINES	<ul style="list-style-type: none"> <li>• Delay in refunding amount</li> <li>• Change cancellation delay of scheduled flights</li> <li>• Denial and long procedure for getting refund</li> <li>• Cancellation of flight without any valid reasons or intimation</li> </ul>

BANKING	<ul style="list-style-type: none"> <li>• Banking delay in clearance of cheques</li> <li>• Loan general information seeking</li> <li>• ATM unauthorized withdrawals</li> <li>• Banking delay in crediting or remittance of maturity proceeds</li> <li>• ATM not dispensing the money but debiting the same from the account</li> <li>• ATM double amount debited in one transaction</li> <li>• Credit cards excess billing or billing disputes</li> </ul>
DOMESTIC APPLIANCES	<ul style="list-style-type: none"> <li>• Air conditioner. product not repaired under warranty</li> <li>• Air conditioner unsatisfactory redressal</li> <li>• Washing machine. product not replacing product having manufacturing defect</li> <li>• Refrigerator. product dealer or company not issuing bills or warranty cards</li> </ul>
EDUCATION	<ul style="list-style-type: none"> <li>• Denial of refund of fees</li> <li>• Poor faculty</li> <li>• Not issuing certificate diploma degree</li> <li>• Admission related problems</li> <li>• Failure to render service in accordance with promises made</li> </ul>
ELECTRICITY	<ul style="list-style-type: none"> <li>• Inflated bills</li> <li>• Not providing meter</li> <li>• Erratic power supply</li> <li>• Bills not received on time</li> </ul>
FOOD AND SUPPLY	<ul style="list-style-type: none"> <li>• Ration depot refuse to give ration</li> <li>• Problem in the making of ration card</li> <li>• Ration not deliver</li> <li>• Inquiry about BPL card and the PDS commodities</li> <li>• Charging more than maximum retail price MRP</li> </ul>

INSURANCE	<ul style="list-style-type: none"> <li>• Refusal to honor claim on time</li> <li>• Agent is giving misleading information about the premium</li> <li>• Delay in med claim delivery</li> <li>• Delay in policy delivery</li> </ul>
LEGAL METRONOLOGY	<ul style="list-style-type: none"> <li>• W&amp;M charging more than MRP</li> <li>• W&amp;M manufacturing date not mentioned</li> <li>• Charging more than maximum retail price MRP</li> </ul>
PETROLEUM LPG PNG CNG	<ul style="list-style-type: none"> <li>• Overcharging</li> <li>• Issue of LPG cylinder WO delivery slip</li> <li>• LPG general information seeking</li> </ul>
PUBLIC DISTRBUTION SYSTEM	<ul style="list-style-type: none"> <li>• Shopkeeper not providing ration</li> <li>• Complaint related to commodity</li> <li>• Complaint against salesman</li> <li>• No supply or supply not on time</li> <li>• Black marketing</li> </ul>
RAILWAYS	<ul style="list-style-type: none"> <li>• Two reservations on same seat</li> <li>• Quality and prices of goods and services offered inside the train drinking water food bed sheets etc.</li> <li>• Problems in getting refund of value of ticket</li> </ul>
TELECOM	<ul style="list-style-type: none"> <li>• Disconnection of service without intimation</li> <li>• Broadband inflated bills or overcharging</li> <li>• Wireless services prepaid postpaid delay in resolving complaint</li> <li>• Broadband connection not working properly</li> </ul>

# CONSUMER INFORMATION

## Electricity Advisory

**Consumer Advisories- There is no substitute for Prevention as Prevention is better than Cure.**

1. Submit application form duly filled in with all details to the concerned official either in person or by speed /registered post.
2. Submit proper documents/ records to prove the legal ownership of the premises for which the electricity supply is required. In case you are tenant, produce evidence for lawful occupation of the premises.
3. Get all the wiring work done by licensed electrical contractor. Use only standard ISI wires and wiring accessories of adequate Capacity and of good quality for the electrical wiring in the premises and also use only effectively earthed thin pin sockets for connecting all the appliances and provide proper earth.
4. Pay security deposit and service connection charges before the specified date to avoid cancellation of the application on hearing from the department.
5. Ensure that the licensed electrical wiring contractor or his authorized representative is present in your premises at the time of effecting supply for testing the installation and signing in the report.
6. Provide space for fixing the meter at a convenient place in the ground for easy accessibility to the Assessor for taking meter reading.
7. Connect additional loads which draw more power like Air conditioners, water heaters etc. only after informing the authorities concerned. The additional loads be connected only after receiving approval of load enhancement.
8. Use electricity only for purpose for which the service connection has been given (e.g. Domestic/commercial/agriculture etc.)
9. Safeguard the meter and other equipment's of the department in your premises and ensure that, they are properly sealed.
10. Get your supply converted from single phase to three phases as may be required as laid down in rules and regulations of the supply of Electricity.
11. Pay electricity consumption bills promptly before due date of payment.
12. If your premises were locked for any reason at the time of the visit of the Assessor for meter reading, the electricity supply companies may raise bills on average basis. However, ensure that next bill received is with the adjustment of the actual readings.
13. Produce the bill at the counter at the time of making payment at the counter.
14. If your service connection has been disconnected for non- payment, you may pay the amount due and the reconnection charges and intimate the concerned officer-in-charge to ensure the connection is re-connected.
15. If the meter is found to be defective or not running, bring the matter to the notice of the Engineer-in-charge in writing for replacement by a healthy meter. The consumer has a right to get meter tested by third party in case he desires so.
16. Get the internal wiring checked up periodically not only to avoid leakage of electricity but also safeguard the lives of the inmates in the premises.
17. CFL (Compact Fluorescent Light) and FTL (Fluorescent Tube Light) consumers less electricity and release no heat like the incandescent lamps. Hence prefer to use CFL and FTL.



18. With the present day technology, you can schedule using of washing machine, Geysers etc during off peak hours which help in reducing load shedding.
19. Use BEE star rated electrical appliances wherever applicable as they are energy efficient. The more star rated product consumes less electricity.
20. Painting of roof and walls of the premises in white or light colors helps reflection of sun heat and hence are more energy efficient as compared to dark colored roof and walls.
21. Use proper ratings/ capacity of Geysers, washing machines, refrigerators and air conditioners for optimum utilization and efficient energy consumption.
22. Switch off the ACs, TV, Computers, Monitors etc. when not in use as keeping them on sleep/stand-by mode also consumes power.
23. Use electronic regulators instead of normal mechanical regulators as they consume more electricity.
24. Before storing the food stuff inside the refrigerator, allow the food stuff to attain room temperature. Do not allow refrigerator to frost. Defrost the refrigerator as soon as frost gets thicker.
25. The temperature setting for AC be normally kept at 25 to 27 degree.
26. Be a responsible consumer. Asserts your Rights only after discharging your Responsibilities.
27. Remember Energy saved is Energy produced. Switch off the lights, fans when no one is in the room as someone else in the Hospital may be in dire need of the electricity.
28. Please raise your concern if you are not getting the service as you are entitled. Remember ***“Critics improves the Quality”***

**[Energy saved is Energy produced]**

**(Assert your Rights only after discharging your responsibilities)**

## **INTERESTING CASES / JUDGMENTS ON CONSUMER DISPUTES**

### **CESR & BILESHWAR KHAND UDYOG KHEDUT SAHAKARI MANDALI LTD. VERSUS IFFCO- TOKIO GENERAL INSURANCE CO. LTD.**

*It is settled law that contract of insurance is based upon good faith. It is the duty of the insurers and their agents to disclose all material facts within their knowledge since obligation of good faith applies to them equally with the assured [(Re. M/s. United India Insurance Co. Ltd Vs. M.K.J. Corporation, (1996) 6 SCC 428)]. If the insurance coverage was not extended even by taking additional premium for the damage caused by spontaneous combustion/natural heating which may not result in fire, it ought to have been clearly stated.*

*Secondly, if the contract is vague, benefit should be given to the insured. The exclusion term of the insurance policy must be read down so as to serve the main purpose of the policy that is to indemnify the damage caused due to fire. [(B.V.Nagaraju Vs. M/s. Oriental Insurance Co. Ltd.) (1996) 4 SCC 648)].*

*Finally, it is to state that it is high time for the Insurance Company to have terms clearly defined in the insurance policy with a reasonable clarity and not to continue with the old forms which terms are vague.*

*Relying on the above, National Consumer Disputes Redressal Commission in an appeal O.P. No. 52 of 2004 by IFFCO-TOKIO General Insurance Co. Ltd. held **the Insurance Company deficient in service and is liable to pay damages suffered by the Complainant.** “The insurance company is directed to pay to the complainant no.2 a sum of Rs.1,14,06,950/- with interest @ 10% from the date of report of the surveyor i.e. 29.03.2003 till the date of payment.”*

In the matter of Consumer Education and Research Society & Anr. (Complainants) **versus** IFFCO-TOKIO General Insurance Co. Ltd. (Opposite Parties), brief facts of the case are that the complainants have preferred this complaint under Section 2 (g) and 2 (r) and Section 21 of the Consumer Protection Act, 1986 with following prayers:

- a. to pay the claim of the Rs.1,14,06,950/- with interest at the rate of 18% p.a. from 21.02.2003, till the date of payment;
- b. to pay Rs.50,000/- to the complainant no.2 towards mental agony and harassment;
- c. to pay Rs.50,000/- towards cost to each of the above complainants.

The (**Bileshwar Khand Udyog Khedut Sahakari Mandali Ltd.**) complainant no.2 took insurance policy for a sum of Rs.2,25,00,000/- and paid premium of Rs.38,250/- to the opposite parties for insurance cover of the stock of molasses weighing 15000 metric ton against fire. Besides, the complainant no.2 also paid additional premium of Rs.5,625/- for insurance cover against spontaneous combustion. The insurance policy was valid for the period 11.02.2003 to 10.02.2004 (midnight). On 21.02.2003, 9053 metric ton molasses stored in tank no.1 got burnt due to spontaneous combustion. The OP was immediately informed by telephone. On 23<sup>rd</sup> and 24<sup>th</sup> of February, 2003 M/s. Mehta and Padamsay (P) Ltd., appointed by the OP, conducted survey and assessed the loss caused due to spontaneous burning at Rs.1,14,06,958/-. The insurance company repudiated the claim vide their letter dated 29.03.2003 stating that since the loss was not caused due to fire the OP was not liable to pay the claim in terms of the policy condition. The repudiation of the claim by the OP, according to the complainant, amounts to deficiency in service thus the complainant no.2 with the assistance of the complainant no.1 Society has filed the instant complaint.

The OPs no.1 and 2 in their joint WS have raised preliminary objections that the complaint is not maintainable because the complainants are not 'Consumer' for the reason that Insurance Cover was obtained in relation to commercial activity; and that the complaint is bad for non-joinder of Gujarat State Cooperative Bank Limited, who has financial interest in the insured property and the policy is subject to the agreed bank clause. On merits, the factum of insurance, payment of premium by the complainant no.2 as alleged and the loss caused to the stock of molasses by spontaneous combustion as also the quantum of loss have not been denied. Only plea on merit taken by the OPs is that it has rightly repudiated the claim because there was no fire and the molasses got burnt due to spontaneous combustion.

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### **Serving non-vegetarian food as Vegetarian food to a person who does not eat non-vegetarian food is deficiency in service by the Airlines. *State Commission, Delhi in an appeal of Japan Airlines International Co. Ltd., upheld the decision of the District Forum***

In the matter of JAPAN AIRLINES INTERNATIONAL CO.LTD. (Appellant) versus N.R.AHUJA & ORS. (Respondents), brief fact of the case are that The present first appeal No.407/10 (Arising out of the order dated 20.08.2009 passed by the District Forum, K.G.Marg, New Delhi Complaint Case no. CC-43/2006) has been filed by the appellant in State Commission against the order dt.20.08.2009 of the District Consumer Disputes Redressal Forum New Delhi, passed in complaint case no 43/06. The brief facts of the case are that the complainant/respondent no.1 along with his wife who is respondent no.2 approached OP no.2 complaint case i.e that is VK Travels and Tour to arrange air tickets for them for to and fro journey from Delhi to San-Francisco via Narita/Tokyo and back with a special request that only such Airlines be chosen in whose flights Vegetarian meals are also served. The OP no.2 arranged the required tickets in OP no.1/Appellant Airlines for the said journey of the complainant/respondent with his wife and confirmed that their request for Vegetarian meal during the whole journey had been got registered with OP no.1/appellant Airlines.

As per the submission made by the complainants in their complaint, during the journey from Delhi to San-Francisco via Tokyo on 23.11.2004 and on return journey from San-Francisco to Tokyo on 21.01.2005 they were served Vegetarian meal. But during the journey from Narita/Tokyo to Delhi on 23.01.2005 the crew staff of the OP no.1/appellant Airlines do served the complainants with a packet/package each of Vegetarian food. The complainants had no occasion to suspect any wrong as they had on their previous journey were being served with Vegetarian food in similar looking packet/packages. The complainants started eating the food served to them from those packages/packets which appeared to them to be Vegetarian food only. But, they immediately started to feel uneasy and vomiting type feeling and realized that the food served was not vegetarian as some fish had been served to them. The complainant immediately enquired from one of the air hostesses and she hesitatingly confirmed that the food was in fact Non-Vegetarian having fish in the content.

The complainant became very restless and depressed due to this and could not eat anything thereafter for nearly 3 to 4 hours. As the journey was very long the complainant made a request to the airhostess to serve

them some Vegetarian food as they were feeling very hungry, air hostess came after some time without any food packet and told them that no additional Vegetarian food packet is available as they receive the restricted supply as per the choices given to the Airlines. During the flight the complainants could not get anything for nine hours which was the approximate time taken by Airlines to reach Delhi in spite of the fact that even after making request to the crew staff to serve them something vegetarian, nothing was served to the complainants/respondents no.1 & 2.

This commission is of the view that the District Forum below has rightly held the Airlines deficient in providing services to the respondents. The agony of a person who does not eat Non-Vegetarian food and mistakenly due to negligence of someone eats the Non-Vegetarian food can only be judged by putting oneself into their position and this agony can never be compensated with the amount of money.

Accordingly the commission found nothing wrong in the judgment of the District Forum and upheld the same and dismissed the appeal on 27.02.2013 being without merit. No order as to cost.

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## **Wrong Blood Transfusion is an Error, Which No Doctor/Hospital Exercising Ordinary Skill Would Have Made, and Such an Error Is a Sure Instance of Medical Negligence and deficiency in service**

**In the matter of Dr. Sunil Thakur (Appellant) Versus Gorachand Goswami & Ors. (Respondents)**, brief facts of the case are that Manick Lal Goswami (hereinafter referred to as the Patient) fell down from his bicycle while returning home from his office on 14.11.2000 and sustained injuries, which included a fracture in the neck of the femur. Respondent No.1, who was Patient's son, contacted Appellant-Dr. Sunil Thakur, who was a Consultant Orthopedic Surgeon attached to M/s Avenue Nursing Home on telephone the same night and who advised him to bring the Patient for medical examination the next day i.e. on 15.11.2000, where after an x-ray was taken confirming the fracture, patient was admitted in the Avenue Nursing Home and operated upon by the Appellant on 17.11.2000. Prior to the surgery, the Appellant advised that one bottle of blood would be required, which would be provided by the Avenue Nursing Home. Blood was accordingly supplied and transfused and the operation completed by 5.00 p.m. However, blood transfusion continued even after the surgery. Soon after the blood transfusion, the Patient started frothing from the mouth and complained of difficulty in breathing and shivering. The next day, he could not urinate and his eyes were found to be deep yellow in color. Subsequently, a Nephrologist after examining the Patient advised that since he might need Dialysis and this facility was not available in the Avenue Nursing Home, the Patient be shifted to **Calcutta Medical Research Institute** (CMRI), which was done. On request of CMRI to the Blood Bank attached to it, one bottle of blood of A+ group (being the blood group of the Patient) was supplied for the Patient's Dialysis. However, the condition of the Patient continued to deteriorate and despite being put on a ventilator he passed away on 01.12.2000. As per the death certificate issued by CMRI, one of causes of death was attributed to the **"history of mismatched blood transfusion"**. It was contended that while the blood group of the Patient was A+, the blood which was transfused to him at the Avenue Nursing Home on 17.11.2000 was of B+ group as per the report of the Blood Bank which supplied the blood based on an enclosed blood specimen sent with the requisition slip. It was also stated that the Patient's condition actually deteriorated following the transfusion of B+ blood while the Patient was under the treatment and care of the Appellant, which clearly reveals gross medical negligence as also deficiency in the treatment of the Patient on the part of the Appellant as also the Nursing Home. Being aggrieved by the loss of his father, who was the sole earning member of the family, Respondent No.1 filed a complaint before the State Commission on grounds of medical negligence and The State Commission had directed Dr. Thakur to pay a compensation of Rs.5,28,000 and Rs.10,000 as costs to the bereaved son. It had also directed the Avenue Nursing Home to pay Rs.10,000 as compensation within 30 days from the date of the Order, failing which it would carry an interest of 12 percent per annum until payment.

At the National Commission, the bereaved son pointed out that there was evidence on record that Dr. Thakur had signed the requisition slip on 16 November 2000 to the Blood Bank, stating that one unit of blood for the patient was required and a specimen blood sample was attached. **The requisition slip did not mention the blood group of the patient. The blood sample was cross-checked in the blood bank and found to be of B+ group and accordingly blood of B+ group was sent for transfusion.** It is clear from this that Dr. Thakur had signed the requisition slip without verifying whether the correct blood specimen had been sent and whether any blood group had been mentioned.

Citing its earlier judgments and those of the Supreme Court of India, the National Commission observed that **wrong blood transfusion is an error, which no doctor/hospital exercising ordinary skill would have made, and such an error is a sure instance of medical negligence.** It agreed with the findings of the State Commission that Dr. Thakur was guilty of medical negligence and upheld its verdict, directing Dr. Sunil Thakur to comply with the order passed by the State Commission and pay the awarded amount of Rs.5,38,000 (i.e. Rs. 5,28,000/- as compensation and Rs.10,000 as cost) to the bereaved son, Gorachand Goswami.

## READER'S FEEDBACK

Thank you for the newsletter, it is informative and proves the good governance.  
- Divya Rajesh

Thank you sir for sending me this newsletter.  
- A. K. Gupta

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The *Department of Consumer Affairs, Government of India* in partnership with the *Centre for Consumer Studies, Indian Institute of Public Administration, New Delhi* has set up a National Nodal Agency known as the **State Consumer Helpline Knowledge Resource Management Portal (SCHKRMP).**

The Knowledge Resource Management Portal will coordinate and monitor the activities of State Consume Helpline's, (SCH) provide solutions and advisory services to these help-lines, maintain knowledge and database, build capacity of the SCH's personnel and provide for integration and convergence.

WE'RE ON THE WEB !

<http://consumereducation.in/>

<http://consumeradvice.in/>

## STATE CONSUMER HELPLINES

<b>ANDHRA PRADESH</b> 1800-425-0082 1800-425-2977	<b>GUJARAT</b> 1800-233-0222 079-27489945 / 46	<b>MADHYA PRADESH</b> 0755-2559778 / 155343	<b>RAJASTHAN</b> 1800 -180- 6030
<b>ARUNACHAL PRADESH</b> 1800-345-3601	<b>HARYANA</b> 1800 -180- 2087	<b>MAHARASHTRA</b> 1800-2222-62	<b>SIKKIM</b> 1800-345-3209
<b>ASSAM</b> 1800-345-3611	<b>HIMACHAL PRADESH</b> 1800 -180- 8026	<b>MIZORAM</b> 1800 -231 -1792	<b>TAMIL NADU</b> 044-28592828
<b>BIHAR</b> 1800 -345- 6188	<b>KARNATAKA</b> 1800-425-9339	<b>NAGALAND</b> 1800-345-3701	<b>UTTAR PRADESH</b> 1800-1800-300
<b>CHHATTISGARH</b> 1800 -233 -3663	<b>KERALA</b> 1800-425-1550	<b>ODISHA</b> 1800-345-6724 1800-345-6760 0674-2351990 / 2350209	<b>WEST BANGAL</b> 1800-345-2808