Medicolegal Insight

TYPES OF MEDICATION ERRORS

Medication errors can take myriad forms. Some common types of mistakes in medication are described below.

- Prescribing: Errors in prescribing include irrational, inappropriate, and ineffective prescribing, under-prescribing and overprescribing (prescribing faults) and errors in writing (illegible prescription).
- Omission errors: Failure to give a scheduled medication dose
- Incorrect timing: Medications should be administered at their scheduled times; failure to give a medication dose on time may cause either underdosing or overdosing. Food may also alter the absorption of some medications.
- Incorrect duration: Taking medications for shorter or longer duration than has been prescribed.
- Administration errors: Improper route of administration, giving the drug to the wrong patient, giving an extra dose of the drug, or administering drugs that are given IV at the incorrect rate, which may cause severe adverse drug reactions.
  - Use of inappropriate abbreviations, confusion of metric and other dosing units
  - Confusion between sound-alike drug names
  - Prescribing contraindicated drugs.
- Monitoring errors: Failure to follow-up or to consider the patient's liver and renal function or allergies or potential for drug-drug or drug-food interactions or not reviewing repeat prescriptions.
- Compliance errors: Not adhering to the protocol or rules or dispensing and prescribing medications
- Expired product: Use of expired medications may occur because of their improper storage.

CONSENT FORM OUGHT TO BE SIGNED BY BOTH DOCTOR AND PATIENT

A consent signed only by the patient and not by the doctor is invalid. In S Thamil Selvi vs. Mrs. Dr Sooriya Kala on 7 March, 2007 National Consumer Disputes Redressal Commission New Delhi Original Petition No. 169 of 1996, the NCDRC noted that in one of the consent forms signed by patient's husband, the name of the doctor authorized was left blank, and name of the doctor who had explained the nature and purpose of the operation was left blank.

Additionally, in a later consent signed by patient's husband, there was no signature of the doctor at the bottom of the consent form stating that he has answered the queries. The court stated, "*partly filled up consent forms narrated above proved beyond doubt that none of them can be classified as informed consent.*" [*Indian J Anaesth.* 2015;59(11):695-700; S Thamil Selvi vs. Mrs. Dr Sooriya Kala on 7 March, 2007 National Consumer Disputes Redressal Commission New Delhi Original Petition No. 169 of 1996.]

Is it Obligatory for Hospitals to Provide Copy of the Case Record to Patient or His Legal Representative?

Yes, it is obligatory for doctors, hospitals to provide the copy of the case record or medical record to the patient or his legal representative.

The Medical Council of India (MCI) has imposed an obligation on doctors as per the Indian Medical Council (Professional Ethics, Etiquette & Conduct) Regulations, 2002 notified on 11th March 2002, amended up to December 2010 to maintain the medical record and provide patient access to it.

Maintenance of medical records:

1.3.1. Every physician shall maintain the medical records pertaining to his/her indoor patients for a ***period of three years*** *from the date of commencement of the treatment in a standard proforma laid down by the Medical Council of India and attached as Appendix 3.*

1.3.2. If any request is made for medical records either by the patients/authorized attendant or legal authorities involved, the same may be duly acknowledged and documents ***shall be issued within the period of 72 hours.***

With the enforcement of the MCI Regulations, 2002 it is made clear that the patient has a right to claim medical records pertaining to his treatment and the doctors/hospitals are under obligation to maintain them and provide them to the patient on request.

In Kanaiyalal Ramanlal Trivedi vs. Dr. Satyanarayan Vishwakarma I (1997) CPJ 332 (Guj), The Hon'ble High Court of Gujarat has held that the hospital and doctor were held guilty of deficiency in service as case

records were not produced before the court to refute the allegation of a lack of standard care.

In Raghunath Raheja vs. Maharashtra Medical Council, AIR 1996 Bom 198, Bombay High Court upheld the right of patient to medical record very emphatically.

In the matter titled as P.P. Ismail vs. K.K. Radha 1999 CPJ 99 (NC), the Hon'ble National Commission for Consumer Dispute Redressal Forum has held the hospital vicariously liable for the negligent action of the doctor on the basis of the bill showing the professional fees of the doctor and the discharge certificate under the letterhead of the hospital signed by the doctor

In S.A.Quereshi vs. Padode memorial Hospital and Research Centre II 2000. CPJ 463 (Bhopal) it was held that the plea of destroying the case sheet as per the general practice of the hospitals appeared to the court as an attempt to suppress certain facts that are likely to be revealed from the case sheet.

In case of Dr Shyam Kumar vs. Rameshbhai, Harmanbhai Kachiya I (2006) CPJ 16 (NC), the Hon'ble National Commission of Consumer Dispute Redressal Forum has held that not producing medical records to the patient prevents the complainant from seeking an expert opinion and it is the duty of the person in possession of the medical records to produce it in the court and adverse inference could be drawn for not producing the records.

In Medi. Supri. Loknayak Jaiprakash Narayan Hospital & Ors. V/s. K.M. Santosh. F.A. No. 244/2008, decided on 14/03/2016, the National Consumer Disputes Redressal Commission has observed that it is the primary responsibility of the hospital to maintain and produce patient records on demand by the patient or appropriate judicial bodies. The patient or their legal heirs can ask for copies of the treatment records that have to be provided within 72 hours. The hospital can charge a reasonable amount for the administrative purposes including photocopying the documents. Failure to provide medical records to patients on proper demand will amount to deficiency in service and negligence.

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