



**RSA-1680-2024(O&M)**

115

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT  
CHANDIGARH**

**RSA-1680-2024(O&M)**

**DATE OF DECISION : JANUARY 16, 2025**

**STATE OF HARYANA AND OTHERS**

**...APPELLANTS**

**Versus**

**RAJENDER PARSHAD**

**...RESPONDENT**

**CORAM : HON'BLE MS. JUSTICE LAPITA BANERJI**

Present : Mr. Sharad Aggarwal, DAG, Haryana  
for the appellants.

**LAPITA BANERJI, J.(ORAL)**

**CM-6522-C-2024**

This is an application for condonation of delay of 72 days in  
filing the appeal.

Perused the grounds.

For the grounds mentioned in the application, the same is allowed  
and delay of 72 days in filing the appeal is condoned.

**RSA-1680-2024(O&M)****Main case**

In the present appeal, the appellants have assailed the Trial Court's judgment and decree dated February 07, 2023 and Lower Appellate Court's judgment dated January 19, 2024.

2. The facts of the case in brief are that the plaintiff-respondent was a teacher who retired from the service of the school concerned on December 31, 2010 at the age of 58 years. The plaintiff-respondent is a pensioner under the Haryana Government Education Department. Admittedly, the plaintiff-respondent contracted Covid-19 and remained admitted in Pushpanjli Hospital w.e.f. May 07, 2021 to June 04, 2021. He paid a sum of Rs.6,65,000/- to the said hospital for his treatment. There is no dispute with regard to the amount paid by the plaintiff-respondent and the fact that the said hospital was an empanelled and approved hospital by the Government of Haryana. The plaintiff-respondent had submitted the medical bills to the tune of Rs.6,65,000/- for reimbursement by his employer. Vide the order dated December 06, 2021, the District Elementary Education Officer, Rewari-defendant No.3 sanctioned a sum of Rs.2,04,692/- instead of Rs.6,65,000/-.

3. The case of the appellants-defendants is was that a sum of Rs.4,49,468/- could not be reimbursed as it was against the Government instructions/policy. Upon sanction being granted from the authorities concerned, a sum of Rs.2,04,692/- was disbursed to the plaintiff-respondent. However, the aforesaid sum of Rs.4,49,468/- could not be reimbursed. In

**RSA-1680-2024(O&M)**

such circumstances, Civil Suit No.698 of 2022 filed by the plaintiff-respondent against the defendants should have been dismissed being contrary to the Government instructions.

4. The learned Trial Court after hearing the submissions of learned counsel for the parties and perusing the material on record, came to the finding that the plaintiff-respondent was entitled to receive the entire amount of package rate along with X-ray and radio diagnosis charges with interest payable @ 9% per annum from the date of filing the suit till actual realisation.

5. The policy dated October 26, 2020 was referred to. The relevant part of the policy is reproduced hereunderbelow:-

*“xxx It is clarified that the Government employees, pensioners and their dependents may avail covid-19 treatment facilities at private hospital/medical college, empanelled with State Government as per existing reimbursement (1340 fixed package rates dated 14.07.2020)/Limited cashless Medical Facilities/Empanelled policies, as the case may be, and shall be charged accordingly.*

*This is applicable for the treatment of COVID-19 cases only.”*

6. It was found that the Government employees were entitled to take treatment facilities as per the fixed package rate vide a policy dated July 14, 2020. The package rate was defined in 1(iii) of the said policy. The same is reproduced hereunderbelow:-

*“package rate is a lump sum amount charged by the empanelled private hospitals for package/procedure.”*

**RSA-1680-2024(O&M)**

7. Furthermore, the reliance was placed on Clause 2(b)(ii) by the Trial Court. The same is reproduced hereunderbelow:-

*“the Package Rate shall mean and include lump sum cost of inpatient treatment/day care/diagnostic procedures for which patient goes to hospital. This includes all charges pertaining to a particular treatment/procedure including admission charges, visit fee/consultation fee, Patient’s diet, monitoring charges, preoperative investigation charges, investigation charges, operation charges, anaesthesia charges, operation theatre charges, procedural charges/surgeon’s fee, anesthetist’s fee, cost of surgical disposals and all sundries used during hospitalization, consumables, gas charges, Surgical charges/OT assistant charges, cost of medicine used during hospitalization, physiotherapy charges, nursing care charges for its services, routine post operative stay in ICU, blood transfusion (blood grouping, cross matching, blood or component transfusion) and medicines for a period of 7 days after discharge from the hospital etc.”*

8. The Trial Court came to the finding that since the hospital had levied separate charges for package/pathology/radio diagnosis/X-ray/pharmacy, the plaintiff was entitled to receive the entire amount of package rate along with X-ray and radio diagnosis. Therefore, there was no violation of the policies referred to hereinabove.

9. The said judgment of the Trial Court was challenged in appeal. Vide the impugned order dated January 19, 2024, learned District Judge, Rewari held that undisputedly the plaintiff-respondent remained admitted in an empanelled hospital from May 07, 2021 to June 04, 2021. Admittedly, the plaintiff-respondent paid a sum of Rs.6,65,000/- and submitted his bills for reimbursement. The package rate included a lump sum cost of patient treatment/day care/diagnostic procedures. Therefore, it came to the finding that



**RSA-1680-2024(O&M)**

in view of the aforesaid instructions/policy, denial of Rs.4,49,468/- was not just, fair and reasonable.

10. Learned counsel appearing on behalf of the appellants-State submits that the executive instructions dated October 26, 2020 cannot be given a go bye because the said instructions clearly stipulate that the amount of reimbursement would be Rs.2000/- per day for ICU for a patient undergoing Covid-19 treatment. Therefore, the learned Courts below have erred in awarding a sum that was more than the stipulated rate. He submits that the admissible amount has already been paid to the plaintiff-respondent. The amount that has not been paid to the plaintiff-respondent did not fall under the purview of the aforesaid policy. He relies on the table reproduced hereinbelow:-

| Description                | Gross Amount                  | Total admissible amount   |
|----------------------------|-------------------------------|---------------------------|
| Covid-19 package room rent | 4,20,000<br>(15000 X 28 days) | 56000<br>(2000 X 28 days) |
| Pathology                  | 52,340                        | 21,135                    |
| Radio Diagnosis            | 3500                          | 3500                      |
| X-Ray                      | 600                           | 150                       |
| Pharmacy charges           | 2,09,375                      | 1,23,907                  |
| Total                      | 6,85,815                      | 2,04,692                  |

11. Heard the contentions of learned counsel for the appellants-State and perused the material on record.

**RSA-1680-2024(O&M)**

12. It is clear that the policy dated July 14, 2020 referred to package rate under 1(iii). The package rate is consisted of a lump sum amount charged by the empanelled hospital for package and procedure. Furthermore, from 2(b)(ii), it becomes clear that the package rate shall mean and include “lump sum cost to hospital etc.” Therefore, the State is liable to pay the package rate to the plaintiff-employee. The State later on went to restrict the room rate for the Governments employees, pensioners and their dependants getting treated for Covid-19 vide the instructions dated October 26, 2020. The room rate for ICU was fixed at Rs.2000/- per day. It is not disputed that the plaintiff-employee paid the aforesaid sum of rent as room rate neither it is disputed that he had undergone the treatment for a period of 28 days. Furthermore, it is not disputed that the plaintiff-employee got treated from a hospital that was empanelled. Significantly, higher room rate was paid by the plaintiff due to no fault of his own. As the hospitals were over-crowded and there was no space available at all, the hospitals charged significantly higher rates than it would have charged in a normal situation. In such circumstances, the State could not have restricted the room rate to Rs.2000/- per day.

13. Initially, there was no stipulation with regard to the room rate in the policy dated July 14, 2020. Thereafter, the Government sought to restrict the room rate to a much lower amount than what was being charged by the empanelled hospitals during the Covid-19 Pandemic. The plaintiff had no choice but to go to the empanelled hospital. Had the plaintiff shopped around and found a hospital that may have charged the stipulated amount then his entitlement would have been disputed for the hospital not being an empanelled



**RSA-1680-2024(O&M)**

one. The policy of the State left the plaintiff with no choice but to approach the empanelled one and pay an exorbitant amount.

14. This Court sees no fault on the part of the retired employee for having paid a higher room rate to save his life and then claiming reimbursement for the same from the State.

15. Accordingly, this Court finds no infirmity in the judgments passed by the Trial Court and also by the First Appellate Court. Consequently, RSA No.1680 of 2024 is **dismissed**. The appellant/State may take separate recourse against the empanelled hospitals if it feels that it has been prejudiced due to the exorbitant room rate charged. Nevertheless, that would not be a ground to decline reimbursement to a retired employee. Needless to mention that this judgment will only be applicable to the parties to the suit.

16. Connected application(s), if any, shall also stand disposed of.

**(LAPITA BANERJI)**  
**JUDGE**

**JANUARY 16, 2025**  
Prince

|                             |        |
|-----------------------------|--------|
| Whether speaking/reasoned : | Yes/No |
| Whether reportable :        | Yes/No |