



**HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW**

WRIT - A No. - 7486 of 2025

Munni Devi

.....Petitioner(s)

Versus

State Of U.P. Thru. Addl. Chief Secy. Revenue U.P. Lko.
And 5 Others

.....Respondent(s)

Counsel for Petitioner(s)	:	Anil Kumar Upadhyay, Diksha Tiwari, Krishna Narayan Upadhyay, Sanjana Upadhyay, Saurabh Upadhyay
Counsel for Respondent(s)	:	C.S.C.

Court No. - 7

HON'BLE MANISH MATHUR, J.

1. Heard learned counsel for petitioner and learned State Counsel appearing on behalf of the opposite parties.

2. Present petition under Article 226 of Constitution of India has been filed seeking a direction to opposite parties to provide medical reimbursement to petitioner.

3. Earlier on 22.08.2025, the following order had been passed:-

"Counter affidavit filed today is taken on record.

Heard learned counsel for petitioner, learned State Counsel for opposite parties.

It appears from perusal of paragraph-9 of the counter affidavit that the opposite parties considered and processed two medical reimbursement bills submitted by petitioner claiming an amount of Rs.23,885.00- and Rs. 6029.00 respectively; against which the first claim was found payable at Rs. 20,075.00 and the second claim was found payable at Rs.4,569.00. The said claim amounting to Rs.24,644.00- has been paid to petitioner on 04.08.2025.

However the aforesaid counter affidavit is silent with regard to the third claim which was preferred by petitioner for an amount of Rs.96031.00 which was forwarded by the Sub Divisional Magistrate vide letter dated 24.06.2021 to the Chief Medical Officer, Shahjahanpur.

In view thereof, opposite parties are granted two weeks' time to file supplementary counter affidavit indicating the outcome of the aforesaid pending medical bills.

List this case on 11.09.2025 as fresh."

4. Subsequently on 12.11.2025, the following order had been passed:-

"1. Supplementary affidavit filed today on behalf of the petitioner is taken on record.

2. Learned State Counsel on the basis of supplementary counter-affidavit dated 3rd November 2025

submits that paper book of the third claim preferred by petitioner for an amount of Rs.96,031.00 which was forwarded by the Sub-Divisional Magistrate vide letter dated 24th June, 2021 to the Chief Medical Officer, Shahjahanpur is missing due to which the aforesaid bills could not be processed.

3. In response thereto, learned Counsel for petitioner submits that photocopies of the bills for the reimbursement of the said amount are already on record.

4. In view thereof, learned State Counsel is granted two weeks' time to obtain instructions as to any other documents which are required from petitioner and to submit a list along with either written instructions or short affidavit.

5. List this case on 3rd December 2025 as fresh."

5. In pursuance thereof, learned State Counsel has been provided written instructions dated 09.12.2025, which are taken on record and as per which, it has been stated that against the claim of Rs.96,031/- approval has been granted for payment of Rs.86,486/- which has already been paid to petitioner.

6. Learned counsel for petitioner, on the basis of instructions, admits the same but submits that due to delay on part of opposite parties, petitioner is entitled to interest.

7. From a perusal of written instructions submitted today, it is evident that the claim of Rs.96,031/- had been submitted by petitioner and Chief Medical Officer, Shahjahanpur on 16.08.2021 approved payment of Rs.86,486/-. Actual payment thereof, could not be made since original papers pertaining to medical reimbursement claim went missing and subsequently in pursuance of directions issued by this Court, approval has been granted on 08.12.2025.

8. Aforesaid written instructions clearly indicate the aspect that despite verification by Chief Medical Officer on 16.08.2021, actual payment could not be made due to fault on part of opposite parties themselves.

9. The aspect of interest on outstanding payment due to petitioner comes within realm of principle of restitution, the concept of which has been enunciated by Hon'ble the Supreme Court in **Dr. Poornima Advani and another v. Government of NCT and another**, reported in (2025) 7 SCC 269 in the following manner:-

14. The concept of awarding interest on delayed payment has been explained by this Court in Karnataka Bank v. RMS Granites (P) Ltd. [Karnataka Bank v. RMS Granites (P) Ltd., 2024 SCC OnLine SC 4695] , we quote the following observations: (SCC OnLine SC para 16)

“16. It may be mentioned that there is misconception about interest. Interest is not a penalty or punishment at all, but it is the normal accretion on capital. For example if A had to pay B a certain amount, say ten years ago, but he offers that amount to him today, then he has pocketed the interest on the principal amount. Had A paid that amount to B ten years ago, B would have invested that amount somewhere and earned interest thereon, but instead of that A has kept that amount with himself and earned interest on it for this period. Hence equity demands that A should not only pay back the principal amount but also the interest thereon to B. [See: Alok Shanker Pandey v. Union of India [Alok Shanker Pandey v. Union of India, (2007) 3 SCC 545 : (2007) 136 Comp Cas 258] .]”

"15. Thus, when a person is deprived of the use of his money to which he is legitimately entitled, he has a right to be compensated for the deprivation which may be called interest or compensation. Interest is paid for the deprivation of the use of money in general terms which has returned or compensation for the use or retention by a person of a sum of money belonging to other."

10. Upon applicability of aforesaid judgment in the present facts and circumstances, it is thus evident that petitioner has been deprived of use of money to which she was legitimately entitled and therefore has a right to be compensated for such deprivation.

11. In view thereof, a writ in the nature of Mandamus is issued commanding opposite parties to ensure payment of interest to petitioner at the rate of 6% per annum on the amount of Rs.86,486/- with effect from 16.08.2021 till the date of actual payment.

12. Resultantly, the petition succeeds and is allowed to aforesaid extent. Parties to bear their own costs.

December 17, 2025

kvg/-

(Manish Mathur,J.)