

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 24-08-2017

CORAM:

THE HONOURABLE MR. JUSTICE S.M.SUBRAMANIAM

W.P.No.5869 of 2016

A.Rajasekar

.. Petitioner

vs.

- 1.The Government of Tamil Nadu,
Represented by its Secretary,
Finance (Salaries) Department,
Fort St. George,
Chennai-600 009.
 - 2.The Director,
Office of the Director of Treasuries and Accounts,
2nd Floor, Panagal Building,
Saidapet,
Chennai.
 - 3.The Joint Director,
Directorate of Medical and Rural Health Service,
Chennai-600 006.
 - 4.The Regional Transport Officer,
Office of the Regional Transport,
Dharampura-638 656.
 - 5.The Divisional Manager,
The United India Insurance Co. Ltd.,
Divisional Office VI,
PLA Rathna Towers,
5th Floor,
212 Anna Salai,
Chennai-600 006.
- .. Respondents

This Writ Petition is filed under Article 226 of the Constitution of India, praying for the issue of a Writ of Certiorarified Mandamus, calling for the records pursuant to the impugned order dated 12.10.2015 in Letter No.55533/Finance (Salaries)/2015 passed by the Deputy Secretary of the first respondent, and quash the same and direct the respondents to reimburse the medical expenses of the sum of Rs.1,97,385/- with

interest from the date of remittance of the amount to the Hospital by the petitioner i.e., from 15.3.2014 till the date of payment, under the Government of Tamil Nadu New Health Insurance Scheme - 2012 for the treatment taken at G.Kuppusamy Naidu Memorial Hospital at Coimbatore-37.

For Petitioner : Mr.B.Vijayakumar
For Respondents-1to4 : Mr.S.Gunasekaran,
Additional Government Pleader.

For Respondent-5 : Mr.P.Sankara Narayanan

O R D E R

The order of rejection issued by the first respondent in proceedings dated 12.10.2015 in respect of the claim of medical reimbursement is under challenge in this writ petition.

2. The writ petitioner is working as Typist in the Transport Department and on emergency circumstances, he was admitted in G.Kuppusamy Naidu Memorial Hospital at Coimbatore due to sudden severe chest pain. On 13.3.2014, Angiogram Test was conducted to find out the block in his heart and it was found that there was a block. Accordingly, the writ petitioner underwent a stunt on 14.3.2014 and subsequently taken treatment for the heart disease. The writ petitioner spent a total medical expenditure of Rs.1,97,385/- and the writ petitioner after discharged from the Hospital submitted his application, seeking medical reimbursement under the Medical Health Scheme.

3. The learned counsel appearing for the writ petitioner states that the writ petitioner is a Member of the Medical Health Scheme and is contributing from his monthly salary. Accordingly, the writ petitioner is eligible for medical reimbursement under the Medical Health Scheme in force. The only reason stated in the impugned order is that the Hospital in which the writ petitioner has taken treatment is not an approved Hospital under the Medical Health Scheme. Thus, the writ petitioner cannot be granted with the medical reimbursement.

4. Right to life is a fundamental right enshrined under Article 21 of the Constitution of India. The Hon'ble Supreme Court of India, time and again, reiterated and emphasised that the right to life cannot be interpreted as a mere animal life and it is decent life which is to be ensured by the State/Insurance Companies. Enlarging the scope of Article 21 of the Constitution of India, the Hon'ble Supreme Court went one

step ahead and held that, providing medical facilities by the State is also to be included under the right to life. Thus, the medical facilities are to be extended to all the citizens of this Great Nation is also a right which is enshrined under Article 21 of the Constitution.

5. When the Courts have repeatedly held that the medical reimbursement is also included under Article 21 of the Constitution of India, denial of the same on Hyper Technical ground should be construed as violation of fundamental rights. Thus, the infringement of the right is to be considered in respect of the rejection of medical reimbursement claim of the writ petitioner.

6. The State in this regard should be a model employer and the Insurance Companies, as a State, also have a duty to deliver the Schemes entrusted to them properly. They cannot escape from the clutches of law on mere technicalities. This Court is aware that many countries in this world are settling the accident claims and medical insurance in advance soon after the persons are treated or met with an accident. Such a practice is not prevailing in our country for various reasons. However, the constitutional goal is to achieve such a result and we should thrive towards achievement of the same. This Court is of the firm opinion that any accident/medical victim has to be provided with immediate assistance by the State as well as by the Insurance Company. Contrarily, it is painful to state that the Insurance Company and the Government are of the opinion that they can reject the cases on one or flimsy ground and deny the medical claim to the victims. When the Insurance Companies are collecting huge amount of premium from the members of the Medical Health Scheme and the Court is unable to understand that why they are rejecting such medical claims on flimsy grounds.

7. In an emergency circumstances, one cannot expect that a person suffering from a heart disease will search for a list of approved Hospitals and get admission for the purpose of taking treatment. Such an idea will be a harsh one and this Court is not in a position to support such ideas and prescription and taking treatment in an approved Hospital, is an irrelevant. What is relevant is genuinity of the treatment undergone by the members. If the genuinity of the treatment is established by the person, who is claiming medical reimbursement, then it is the duty of the authorities competent to consider and disburse the medical reimbursement at the earliest possible without any further delay.

8. In the case on hand, the writ petitioner is an employee of the State. The Bipartite Agreement between the Government and the Insurance Company cannot violate or cannot take away the right of the writ petitioner from receiving the medical reimbursement in time. In other words, it is between the Government and the Insurance Company to settle the disputes in this regard, and under this pretext, neither the Insurance Company nor the Government shall take furthermore time, so as to deny the medical claim to the writ petitioner.

9. Thus, this Court is of the firm opinion that the denial of medical reimbursement to the writ petitioner is certainly a constitutional violation and the attitude of the respondents, both the Government and the Insurance Company, are to be deprecated.

10. The officials concerned have got a public duty to see that such claims are settled in time and without any delay. The Courts, time and again, repeatedly rendered judgments to settle all such claims of medical reimbursement in time, irrespective of Court's orders. The authorities concerned are portraying insensitiveness in settling the medical reimbursements/accident claims. Thus the order of rejection passed in this writ petition cannot be sustained.

11. Accordingly, the order impugned passed by the first respondent in Letter No.55533/Finance (Salaries)/2015 dated 12.10.2015, is quashed and the respondents are directed to settle the medical reimbursement claim of the writ petitioner, within a period of four weeks from the date of receipt of a copy of this order.

12. The writ petition stands allowed. However, there shall be no order as to costs.

Sd/-

Assistant Registrar(CS VIII)

//True Copy//

Sub Assistant Registrar

Svn

To

- 1.The Secretary,
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Fort St. George,
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 - 2.The Director,
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- +1 cc to Mr.P.Sankaranarayanan Advocate sr 61182
+1 cc to Mr.B.Vijayakumar Advocate sr 61738

WP No.5869 of 2016

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