

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

CWP No.11628 of 2016
Date of decision: 19.04.2018

Hari Ram

... Petitioner

VS

Bharat Sanchar Nigam Ltd. and ors.

... Respondents

**CORAM: HON'BLE MR. JUSTICE MAHESH GROVER
HON'BLE MR. JUSTICE RAJBIR SEHRAWAT**

Present: Mr. Ranjivan Singh, Advocate
for the petitioner.

Mr. D.R.Sharma, Advocate
for respondents No.1 to 5.

Mahesh Grover, J.(Oral)

The petitioner impugns the award dated 10.05.2016 (Annexure P-3) passed by the Central Administrative Tribunal, Chandigarh.

While serving Bharat Sanchar Nigam Ltd. (hereinafter referred as 'BSNL'), the petitioner developed health conditions warranting treatment which he undertook from PGIMS, Chandigarh incurring expenditure of Rs.4,95,827/-. The petitioner applied for reimbursement of the same, which was denied by the competent authority vide order dated 09.07.2015 (Annexure A-9) by giving following reasons:

*“Regarding the above cited subject and reference
of your Indoor Claim Case of PGI, Chandigarh*

*It is further stated that Advance Amount of
Rs.3,12,000/- has been given in this case but
Rs.1,46,289/- approved by Chief GMT Pb. Circle,
Chandigarh as reimbursement of claim.*

You are therefore, requested to deposit the balance amount of Rs.1,65,711/- under the intimation to the undersigned please.”

The petitioner then approached the Tribunal, which declined his prayer. Consequently, the present writ petition has been filed.

A perusal of the aforesaid order dated 09.07.2015 (Annexure A-9) certainly does not shed any light on the stand of the respondents denying the claim of the petitioner.

Learned counsel for the petitioner refers to the medical policy of the BSNL employees in particular Clause 2.2.0, which is extracted herebelow:

“2.2.0 *Treatment in recognised hospitals/nursing homes etc.:*

An employee (including retired employee) and his/her dependents shall be entitled to the reimbursement of expenses at the approved rates at all hospitals recognized from time to time by the management. Till such time as approved rates in recognized hospitals are not notified by BSNL management, the reimbursement will be as per actual expenses basis. Entitlement under this clause will be separate and distinct from the ceiling amount prescribed in para 2.1.0 and 2.1.1 under domiciliary/out door treatment. All expenditure incurred in connection with the treatment will be reimbursable subject to a limit on the room rent which will be as per Annexure -I.

He contends that in view of this clause, the petitioner would be entitled to complete reimbursement.

As a justification of their stand, the respondents referred to

Annexure A-5, which is merely a permission granted by the competent authority to the petitioner for indoor medical treatment from the hospital mentioned therein subject to the condition that no TA/DA was admissible to the patient/attendant and the bill would be restricted as per CGHS rate applicable at Chandigarh.

We are of the opinion that the reasoning given in Annexure A-5 to deny reimbursement to the petitioner is unsustainable and contrary to the policy intended for BSNL employees, contemplating complete reimbursement in the event of medical condition necessitating treatment.

Even otherwise, the entire treatment was taken by the petitioner from a recognized hospital and in terms of numerous judgments of this Court as well as of the Hon'ble Apex Court, there would also be a choice with the patient to undertake treatment from a hospital of his choice. Indeed the employer can prescribe the rates on which medical reimbursement can be done but in the instant case what is contemplated in the policy is complete medical reimbursement for the actual expenses incurred and therefore, any deviation from the said policy without offering any reason to restrict the reimbursement would be without any foundation and hence, unsustainable. The Tribunal was clearly wrong in placing an interpretation on it.

The writ petition is therefore, accepted and the impugned order is set aside. The petitioner is entitled to complete reimbursement for the treatment that he has undertaken. The necessary amount along with interest @ 7% per annum be released to the petitioner forthwith preferably within a period of six weeks from the date of receipt of certified copy of this order. The amount and the interest will be paid from the date when bills were

submitted till its realisation.

(MAHESH GROVER)
JUDGE

19.04.2018
sonia

(RAJBIR SEHRAWAT)
JUDGE

Whether speaking/non-speaking?	Yes/No
Whether reportable?	Yes/No