

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND
HARYANA AT CHANDIGARH

CWP No.20800 of 2015
Date of Decision: 17.04.2018

Jangeer Chand

. Petitioner

Vs.

State of Punjab and others

. Respondents

CORAM: HON'BLE MR.JUSTICE RAKESH KUMAR JAIN

Present: - Mr.Ravi Gakhar, Advocate,
for the petitioner.

Ms.Bhawna Gupta, DAG, Punjab.

Mr.Neeraj Madan, Advocate,
for respondent No.2.

Mr.Harsh Aggarwal, Advocate,
for respondents No.4 to 7.

RAKESH KUMAR JAIN, J.

The petitioner is aggrieved against the decision of respondent No.5 by which his medical claim has been negated on the ground that his claim documents have been received after 60 days from the date of discharge.

In brief, the Government of Punjab has issued a scheme called Bhai Ghanhya Sehat Sewa Scheme 2014-15. Under the said scheme, a tripartite agreement was executed on 13.11.2013 amongst United India Insurance Company Ltd. [UIIC], M.D. India Health Care Services (TPA) Pvt. Ltd. [TPA] and Bhai Ghanhya Trust [Trust] for the benefit of its

members. A number of government and private hospitals were approved by UIIC or TPA by executing MOUs wherein the members of the Trust can have their cashless medical treatment or can get reimbursement after verification of documents through TPA. As per Clause 6.1.6 of the Agreement, TPA or UIIC is to settle the package rates with network hospitals as per Trust Schedule of rates and as per package code No.990, Fortis Hospital is to conduct cashless bye-pass surgery at a prescribed rate. Respondent No.4 to 6, in their reply, have reproduced Clause 6.1.6 of the agreement, which read as under:-

“6.1.6 The TPA/insurer shall categorize the hospitals on the basis of defined objective criterion as enlisted in Annexure IV to this Agreement. The TPA/Insurer shall fix the rates with the Network Hospitals in accordance with Bhai Ghanhya Schedule of Rates provided herein. Such Bhai Ghanhya Schedule of Rates shall be incorporated as an annexure or a Schedule in the MOU to be signed between the TPA and the Network Hospital. The Trust shall reserve the right to introduce the amendments/rectifications, if any required in the Bhai Ghanhya Schedule of Rates at any point of time and the same shall be binding upon all the parties.”

It is averred that the premium was paid by the Trust to UIIC and accordingly, insurance policy w.e.f. 16.5.2014 to 15.5.2015 was issued for the members of the Trust. The petitioner is also covered by the said medical insurance scheme during the period 2014-15. It is averred by the petitioner that on 30.11.2014, he suffered triple vessel disease and was in emergency admitted in Fortis Hospital, Mohali. He had a bypass surgery on 2.12.2014 and was discharged on 9.12.2014. At that time, the petitioner was covered by the mediclaim policy which was valid from 16.5.2014 to 15.5.2015. The petitioner paid medical expenses/bills of an amount of ₹3,63,583/- to the Fortis Hospital, Mohali. It is submitted that on 23.1.2015, while the petitioner was recovering from the earlier treatment mentioned hereinabove, suffered with Cholelithiasis (stones in gallbladder) for which the doctors at the Fortis Hospital put stunt in his gallbladder. The report of the medical treatment dated 23.1.2015 is also enclosed with the petition. The petitioner for the purpose of claiming reimbursement, as per the mediclaim policy, approached respondent No.4 by submitting claim form but instead of accepting the same respondent No.4 raised an objection regarding completion of documents but nothing was conveyed to the petitioner about the limitation. The petitioner, in compliance with the objections, submitted all the documents but again an objection was raised regarding compact disc of angiography. Ultimately, after completion of the documents, the form of the petitioner was accepted by respondent No.4 on 28.2.2015 but vide letter dated 30.4.2015, the petitioner was informed that his case has been rejected by respondent No.5 only on the ground that the documents submitted by him are after 60 days of discharge. The petitioner

made a representation, served legal notice and finally filed the present petition for reimbursement of the medical claim.

The only stand taken by respondents No.4 & 5, being the contesting respondents, is that the claim of the petitioner has been repudiated because it has been submitted after a period of 60 days from the date of discharge and in this regard referred to Clause 6.4.10 of the Agreement which read as under: -

“6.4.10 In an event a member goes to a network hospital and in spite of showing his/her ID card to the hospital authorities within stipulated time period, is denied cashless hospitalization by the hospital, for any reason whatsoever, including but not limited to, denial by the hospital at its own end without receiving any denial from the TPA or the wrongful denial by the TPA or delay in issuance of authorization by the TPA for any reasons or any other circumstances whatsoever and no fault lies with the members, he/she may submit his/her claim to the TPA as per the check list for reimbursement within 60 days of date of discharge from the hospital. In such cases, the TPA shall extend full cooperation to the beneficiary and depending upon

merit/genuineness of the case, determine the admissibility of the claim within the purview of the scheme and settle the claim within 15 days of receipt of the claim, in accordance with terms and conditions of the Scheme.”

Although the petitioner has mentioned that he had submitted the documents on 15.2.2015 but the respondents have alleged that it was submitted on 28.2.2015.

Be that as it may, the question would be as to whether the claim of the petitioner could have been rejected only on the ground that it has been submitted after a period of 60 days from the date of discharge?

Learned counsel for the petitioner, in this regard, has submitted that the petitioner is an agriculturist. He has not been made to know about the period of 60 days within which he has to submit the claim form after discharge from the hospital.

I have heard learned counsel for the parties and perused the record with their able assistance.

There is no dispute about the surgery and hospitalization of the petitioner at Fortis Hospital, Mohali. It is also not in dispute that the petitioner is covered by the insurance policy. The only thing, on the basis of which, the claim of the petitioner has been declined is that the form for reimbursement has not been submitted within 60 days from the date of discharge from the hospital.

Although it is not a ground for repudiating the claim, however, 60 days are counted from the date of discharge i.e. 9.12.2014 till the date on

which, according to the petitioner, the claim was submitted i.e. 15.2.2015 then the total period would be 63 days i.e. there would be a delay of 3 days only but if the date of submission of claim form, as per the respondents, is taken into consideration as 28.2.2015 then there would be a delay of 20 days. Thus the approach of respondents No.4 & 5 is pedantic in such type of case where the petitioner is an agriculturist, who has also not made known of the super-technicalities of the claim for denial of the benefit accrued from it. The petitioner has alleged that after he was discharged on 9.12.2014 and between 15.2.2015 when he had submitted his claim form he again had a treatment for stone in the gallbladder on 23.1.2015 which is evident from the EUS report pertaining to his medical treatment attached with the petition as Annexure P-4. According to him this period of 60 days for submitting the claim form provided in Clause 6.4.10 of the agreement is to avoid the delay in submitting the claim and the period of 15 days for settling the claim is provided in the said provision of the insurance policy is to settlement of the claim so that the insured person may not have to run from the pillar to post to get the reimbursement otherwise there is nothing in Clause 6.4.10 of the Agreement from which the Court could gather that if the claim is not submitted within 60 days from the date of discharge from the hospital then it would be repudiated.

Thus, in view of the aforesaid facts and circumstances, the present petition is hereby allowed and the decision taken by respondents No.4 & 5, repudiating the claim of the petitioner on the ground that the documents were received after 60 days, is hereby declared as illegal and the matter is remanded back to respondents No.4 & 5 to reconsider the case of

the petitioner for the purpose of discharging its liability of making the payment of mediclaim policy. The needful shall be done by respondents No.4 & 5 within a period of 2 months from the date of receipt of certified copy of this order.

17.04.2018
Vivek

(RAKESH KUMAR JAIN)
JUDGE

Whether speaking /reasoned : *Yes/No*
Whether Reportable : *Yes/No*