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

**CR No.1068 of 2018
Date of decision:31.01.2019**

The Oriental Insurance Company Limited ... Petitioner

Vs.

Kulwant Singh and another ... Respondent

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present:- Mr. Ram Avtar, Advocate
for the petitioner.

Mr. Deepak Bhardwaj, Advocate
for respondent No.1.

AMIT RAWAL J.

The present revision petition is directed against the impugned order dated 11.12.2017 of Permanent Lok Adalat whereby the petitioner has been directed to pay a sum of Rs.1,41,879/- alongwith interest @ 9% per annum w.e.f. 18.7.2016 and Rs.5,000/- as costs.

Mr. Ram Avtar, learned counsel for the petitioner submitted that respondents filed an application on the premise that Kulwant Singh was a retired employee of Punjab Government as Audit Officer, Co-operative Societies Ropar and sought the pensionary benefits of medical expenses on the basis of the treatment undertaken by his wife who was admitted on 07.06.2016 in Max Super Specialty Hospital, Phase-6 Mohali and discharged on 10.06.2016 and in this regard incurred expenses of Rs.1,41,879/-. The Insurance Company did not honour the claim and constrained to file the petition under Section 22-C of the Legal Services

Authorities Act, 1987.

The Insurance Company disputed the aforementioned claim and defended their action in not honouring the claim of the respondents on the premise that Insurance for cashless treatment was in respect of hospitals referred to in the Insurance Policy and Scheme thereon. The Insurer was required to get the treatment done from the Government or empanelled Hospitals. Max Hospital is empanelled for limited specialties i.e. Cardiology, Orthopedics, Oncology and Trauma but the treatment as shown was not covered as per the notification dated 20.10.2015. As per the conditions laid down in tender documents of State Government, the amount of Rs.37,601/- was payable under the notification, therefore, the Legal Services Authorities did not have the jurisdiction to decide the matter as it required detailed evidence.

Per contra, Mr. Deepak Bhardwaj, learned counsel for respondent no.1 supported the order and submitted that reliance upon the notification is not part of the terms and conditions of Insurance Policy, rather it is a Scheme which has been published by the Insurance Company and not apprised to the Government or Insured and thus, urged this Court for dismissal of the revision petition.

I have heard the learned counsel for the parties, appraised the paper book and of the view that there is no force and merit in the submissions of Mr. Ram Avtar.

The discharged summary Annexure A-7 shows that patient was admitted in the hospital for chest pain and breathlessness. Ex.A-12 and

Ex.A-13 revealed that certain investigation with regard to the Cardiology problem was done which resulted into admission in the hospital but later on it was found that she was also suffering from kidney disease and in this process, the respondents occurred the aforementioned expenses.

In the Punjab Govt. Employees and Pensioners Health Insurance Scheme (PGEPHIS), the rates for the treatment of the beneficiaries were mentioned in the list Ex.A2 prepared by the Government and the name of Max hospital at serial no.42 was mentioned in the list Ex.R6. The Insurance Company failed to prove on record any material that Max Hospital was empanelled only for the treatment of aforementioned four diseases. The notification was not part and parcel of the terms and condition of the Insurance Policy and in such circumstances, cannot be relied upon for declining the relief.

For the reasons aforementioned, the order under challenge cannot be said to be suffering from illegality and perversity, much less without jurisdiction.

No ground for interference is made out.

Resultantly, the revision petition is dismissed.

(AMIT RAWAL)
JUDGE

January 31, 2018
savita

Whether Speaking/Reasoned Yes/No

Whether Reportable Yes/No