

16.05.2024
Item No.11
gd/ssd

MAT/501/2024
IA NO: CAN/1/2024, CAN/2/2024
STAR HEALTH AND ALLIED INSURANCE
CO. LTD.
VS
PRIYA NANDY AND ORS.

Mr. Krishnendu Gooptu,
Mr. Soumendra Nath Ganguly,
Mr. Vivekananda Das
..for the Appellant.

Mr.
..for the Respondent/
Writ Petitioners.

Mr. Rajesh Singh
..for the Respondent No.3.

Re: CAN 1 of 2024

1. This application has been filed by the appellant seeking condonation of delay of 16 days in filing this appeal.

2. Learned counsel for the appellant has referred to the explanation which has been furnished in the application and also has made submission in respect of the explanation for the delay.

3. We find that the delay in filing this appeal has been sufficiently explained and the appellant was prevented from filing the appeal within time on account of bona fide reason.

4. Hence, CAN 1 of 2024 is accordingly, allowed.
The delay in filing the appeal is condoned.

Re: MAT 501 of 2024

5. This intra court appeal by the Star Health and Allied Insurance Co. Ltd. is against a direction issued by the learned Single Bench in a writ petition filed by the respondents herein where a request was to provide them with cashless facility for undergoing surgery.

6. The learned Single Bench has interpreted the terms and conditions and has come to the conclusion that the appellant/Insurance Company cannot refuse the cashless facility to the second respondent herein, the second writ petitioner.

7. The learned advocate for the appellant contended that the writ petition was not maintainable, the contract was a private contract.

8. The learned advocate for the writ petitioner submitted that during the course of argument the learned advocate for the Insurance Company has given up this issue regarding maintainability of the writ petition. Thereafter the matter was heard and disposed of.

9. In this appeal several grounds have been raised not only with regard to the maintainability but also with regard to the interpretation of the terms and conditions of the insurance policy.

10. We are informed by the learned advocate for the respondent/writ petitioner that last Saturday i.e. on 11th May, 2024 the cashless facility has been sanctioned to the patient/writ petitioner by the appellant/Insurance Company.

11. In the light of the above, we are of the view that a quietus can be given to the matter.

12. However, bearing in mind, the grounds which have been canvassed before us, since the issue raised by the writ petitioner as now stands resolved, we are inclined to vacate all the observations and findings recorded by the learned Single Bench and leave all issues open including whether a writ petition was maintainable against the appellant/Insurance Company with regard to the interpretation of the terms and conditions of the insurance policy.

13. Since the cashless facility has been extended to the writ petitioner no.2 on 11.05.2024, in respect of expenses for Lab Test and other matters which was incurred by the claimant prior to 11.05.2024 is also eligible for reimbursement in accordance with terms and conditions of the policy.

14. Since the Contempt Rule has been issued in the contempt proceedings by the learned Single Bench, taking note of the above order we request the learned Single Bench to pass appropriate orders so that the

officials of the Insurance Company may not be required to be physically present in court.

15. With the above observations, the appeal stands disposed of.

(T. S. SIVAGNANAM)
CHIEF JUSTICE

(HIRANMAY BHATTACHARYYA, J.)