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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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Date of Decision: 18.07.2024.

PROF. I.J. BHARTI @ INDER JIT BHARTI

...Petitioner

Vs.

STATE OF HARYANA AND OTHERS

...Respondents

CORAM:- HON'BLE MR. JUSTICE TRIBHUVAN DAHIYA

Present: Mr. K.L. Arora, Advocate for the petitioner.

Mr. Parveen Mehta, DAG, Haryana.

TRIBHUVAN DAHIYA, J. (Oral)

The petition has been filed *inter alia* seeking a writ of *mandamus* directing the respondents to release payment/reimburse complete medical bills amounting to ₹5,38,138, on account of treatment for cancerous brain tumor.

2. Learned counsel for the petitioner contends, it is not in dispute that the petitioner's wife had to take treatment from an un-approved hospital in Mumbai for brain tumor. This medical emergency was also certified by the competent authority. However, the medical bills seeking reimbursement of the treatment taken by her in emergency, amounting to ₹5,71,275, have been partly cleared, as only an amount of ₹1,75,000 has been reimbursed. The petitioner is entitled to full reimbursement of the amount claimed, as the treatment was taken in emergency. Learned counsel has relied upon the Supreme Court judgment *State of Punjab and others v. Ram Lubhaya Bagga and others*, 1998 (4) SCC 117, in this regard.

3. Learned State counsel, on the contrary, contends that the medical bills of petitioner's wife were cleared as per the applicable policy of

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reimbursement dated 06.05.2005, Annexure R-1, as amended vide subsequent notification dated 08.07.2005. Since the treatment was taken from an un-approved hospital, he was entitled to reimbursement at the rates equal to Post Graduate Institute of Medical Education and Research, (PGIMER), Chandigarh, in terms of the Policy, and the amount was duly reimbursed. He further contends that as per the Department record, the petitioner had submitted only two bills amounting to ₹4,39,300, out of which the due amount was reimbursed in terms of the policy. He can submit the remaining bills also, if any, and the same will be cleared as per law.

4. Heard.

5. It is not in dispute that the petitioner is entitled to reimbursement of the expenses incurred on treatment taken by his wife in emergency in terms of the reimbursement policy dated 06.05.2005/08.07.2005. The policy provides, in case treatment is taken from an unapproved hospital in emergency, reimbursement will be made at the rates equal to PGIMER, Chandigarh. Relevant paragraph is as under:

4. Un-approved Hospitals

(a) The reimbursement for the treatment taken in an emergency in an un-approved hospital will be allowed equal to PGI, Chandigarh rates with the approval of the Administrative Department.

(b) Head of the Department in consultation with concerned Civil Surgeon is competent to certify an emergency.

Note:- if any rate list is not available in the PGI Chandigarh, then the rates charges at AIIMS, New Delhi will be reimbursed or vice versa. If such rates are not available both

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at PGI/AIIMS then the matter should be referred to the Principal Secretary to Govt. of Haryana, Health Department for necessary advice.

6. Since concededly reimbursement was made in terms of the policy at the rates equal to PGIMER, Chandigarh, no exception can be taken to it. Reliance by learned counsel for the petitioner on *Ram Lubhaya's* case (*Supra*) to claim full reimbursement is without substance, as the direction to make full payment was made in peculiar facts and circumstances of the case, without creating a precedent. The petitioner therein could not take treatment in All India Institute of Medical Sciences (AIIMS), New Delhi, because of the on-going long strike in the Institute, and had to be admitted in ESCORTS Hospital, New Delhi, a private hospital. On that account, the directions were issued to reimburse the difference between amount of expenses reimbursed and incurred at the ESCORTS. The relevant paragraph 39 of the judgment reads as under:

39. So far as the appeal arising out of SLP (C) No.11968/97 is concerned, we find that the respondent had the heart attack on 9th February, 1995 and was advised to go to Delhi on 18th February, 1995 but on account of long strike in the All India Institute of Medical Sciences (AIIMS) he was admitted in the Escorts. On those facts we are not inclined to interfere. The respondent has been paid at the admissible rates in AIIMS but claims the difference between what is paid and what is admissible rate at Escorts. Looking to the facts and circumstances of this case, we hold that the respondent in SLP (C) No.11968/97 is entitled to be paid the difference amount of

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what is paid and what is the rate admissible in Escorts then. The same should be paid within one month from today. We make it clear reimbursement to the respondents as approved by us be not treated as precedent but has been given on the facts and circumstances of these cases.

Accordingly, the petitioner is not entitled to claim full reimbursement.

7. In view thereof, there is no merit in the petition and it stands dismissed, with the direction, in case the petitioner has any pending bill(s) of the treatment taken in emergency in Mumbai, the same can be submitted to the Department, and his claim for reimbursement will be settled in terms of the policy expeditiously, not later than eight weeks of submission.

(TRIBHUVAN DAHIYA)
JUDGE

18.07.2024
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Whether speaking/reasoned	: Yes/No
Whether reportable	: Yes/No