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IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CWP-191-2017
Date of Decision: 06.02.2024

Anil Kumar

..... Petitioner

Versus

UHBVN and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Ms. Varuna Singh, Advocate
for the petitioner.

Ms. Anupama Sharma, Advocate,
for the respondents.

JASGURPREET SINGH PURI, J. (ORAL)

1. The present is a writ petition filed under Articles 226/227 of the Constitution of India for issuance of a writ, order or directions in the nature of *certiorari* for quashing of the letter dated 06.12.2016 (Annexure P-6) and also the letter dated 10.03.2016 (Annexure P-5) whereby a recovery has been effected from the petitioner with a further prayer to release the full amount of medical reimbursement to the petitioner along with interest.

2. The brief facts of the present case are that the petitioner was working as an Assistant Lineman in the respondent-Uttar Haryana Bijli Vitran Nigam Limited (UHBVNL) and while he was on duty, he met with an accident due to electric shock from wires while he was trying to connect the electric jumpers after removing the fault in the electric line. The aforesaid incident took place on 07.09.2014 and he was admitted in

emergency wing of the Cygnus J.K. Hindu Hospital, Sonapat as he suffered an electric shock and also burns and an Emergency Certificate of the aforesaid hospital is attached along with the present petition as Annexure P-

1. On the very next date i.e. on 08.09.2014, the petitioner was shifted to Max Super Speciality Hospital, Shalimar Bagh, New Delhi since adequate care and infrastructure was not available in the earlier hospital and he got treatment from the aforesaid Max Super Speciality Hospital and got discharged thereafter. The Emergency Certificate and the discharge summary of the petitioner are annexed as Annexures P-2 to P-4 wherein it was so reflected that he suffered electric burns and he was admitted with the alleged history of electric burns while he was working on high tension wire at Sonapat, Haryana and there was also history of LOC/Seizures/ENT bleed/Vomiting. It has been so specifically stated in the discharge summary that the petitioner was earlier taken to Cygnus J.K. Hindu Hospital, Sonapat where he was kept for a day and resuscitation was performed and thereafter he was referred to Max Super Speciality Hospital, Shalimar Bagh for further treatment. As per Annexure P-4, which is a part of discharge summary and bill of the aforesaid hospital, it has been so stated that the petitioner got treatment from 08.09.2014 to 06.10.2014. The total bill of the aforesaid hospital was Rs.4,22,501.76/-.

3. The petitioner submitted the aforesaid bill to the respondent-Nigam for medical reimbursement. Before the aforesaid submission of bill, the Nigam had already got sanctioned an amount of Rs.3,63,988/- in advance to the petitioner and was paid to him. However, at the time of final sanction, the Nigam sanctioned only an amount of Rs.1,55,626/-.

Thereafter, vide impugned order (Annexure P-6), a recovery of the balance amount was sought to be effected from the petitioner by way of installments of Rs.10,000/- per month from his salary. This Court while issuing notice of motion on 12.01.2017 had stayed the operation of recovery.

4. Learned counsel for the petitioner submitted that the petitioner while he was discharging his duties and was on official duty was working on electric lines where he suffered electric shock and he is now 27% temporarily disabled because of the aforesaid electric shock. She further submitted that immediately after the aforesaid accident, the petitioner was admitted to the nearest hospital which was Cygnus J.K. Hindu Hospital, Sonapat in emergency condition on 07.09.2014 and thereafter, he was referred by the hospital to the Max Super Speciality Hospital, Shalimar Bagh and this fact has been so incorporated in the discharge summary of the petitioner from the aforesaid Max Super Speciality Hospital. The reason for shifting of the petitioner from Cygnus J.K. Hindu Hospital to Max Super Speciality Hospital was to save his life and to get a proper treatment since the requisite infrastructure was not available in the earlier hospital. The petitioner got the treatment from the aforesaid hospital i.e. Max Super Speciality Hospital.

5. The learned counsel for the petitioner referred to Annexure R/1 which was attached along with the reply to state that Max Super Speciality Hospital is empanelled hospital of the respondent-Nigam at Serial No.11 and therefore, the respondent-Nigam had no difficulty to sanction the entire amount of medical reimbursement. She also referred to Annexure R/2 which is also attached by the respondents themselves along with the reply in which

it has been so stated that a decision was taken by the Board of Directors on 19.01.2007 for grant of full reimbursement only to those employees who meet with the accident while performing official duties and in this way, the petitioner is entitled to full medical reimbursement and there is no justification as to why only a partial amount has been sanctioned to the petitioner and even otherwise also, the amount which has been paid to the petitioner cannot be recovered from him at this stage.

6. On the other hand, Ms. Anupama Sharma, learned counsel for the respondents-Nigam submitted that the factum of the petitioner getting electric shock while he was discharging his official duty is concerned, the same is not in dispute and rather it has been so stated in the reply itself in Para No.3 that the petitioner was trying to connect the electric jumpers after removing the fault in the electric line during the course of his duties and due to electric burn injuries, he was taken to Cygnus J.K. Hindu Hospital in an emergency condition on 07.09.2014 and thereafter, he was shifted to the Max Super Speciality Hospital, Shalimar Bagh, New Delhi. She further submitted that the petitioner himself got shifted to the aforesaid hospital without the permission of the respondent-Nigam. She also referred to the Annexure R/1 which is a list of empanelled hospitals and submitted that although Max Super Speciality Hospital is an empanelled hospital as per Annexure R/1 but in Column No.3 of the aforesaid chart, which is a part of the aforesaid Annexure R/1 would show different rates of reimbursement. For the aforesaid hospital i.e. Max Super Speciality Hospital, the rate of reimbursement has been shown to be at the rates of PGIMER, Chandigarh/AIIMS, New Delhi and therefore, the petitioner was entitled to

the aforesaid rates only. She also referred to Para (i) of Annexure R/2 wherein it has been so provided that although an employee, who suffers such accident while performing official duty or any such employee who applies for reimbursement, is entitled to full reimbursement but for the prolonged treatment, the employee will have to move to the nearest Government approved hospital and submitted that the petitioner moved to a super speciality hospital i.e. Max Super Speciality Hospital which would be, therefore, a part of the prolonged treatment because initially he was admitted in Cygnus J.K. Hindu Hospital and therefore, by virtue of the aforesaid Para (i) of Annexure R/2, the petitioner is not entitled to full reimbursement but is entitled to reimbursement only to the extent of AIIMS and PGI Chandigarh rates as aforesaid.

7. I have heard learned counsel for the parties.

8. It is not in dispute that the petitioner was working as an Assistant Lineman in the respondent-Nigam and while he was discharging his official duties, he suffered an electric shock with burn injuries and suffered 27% temporary disablement as a consequence of the same. A perusal of the medical records which have been attached along with the present petition as Annexures P-1 to P-4 would show that the petitioner suffered the aforesaid injuries on 07.09.2014 and immediately he was taken to emergency ward of the Cygnus J.K. Hindu Hospital which is clear from Annexure P-1 which is an Emergency Certificate. Thereafter, on next date i.e. on 08.09.2014, he was shifted to the emergency wing of the Max Super Speciality Hospital. A perusal of the discharge summary of the Max Super Speciality Hospital (Annexure P-3) would show very clearly that the

petitioner was shifted to the Max Super Speciality Hospital on reference made by the earlier hospital i.e. Cygnus J.K. Hindu Hospital. Vide Annexure P-4, the total bill as verified by the hospital amounts to Rs.4,22,501.76/-. The petitioner was sanctioned and paid an advance amount of Rs.3,63,988/- but later on vide Annexure P-6 an amount of Rs.1,55,626/- was sanctioned and now recovery of difference of amount is sought to be made from the salary of the petitioner.

9. The argument which has been raised by the learned counsel for the respondents that vide Annexure R/2, although full reimbursement is to be given to the employees who meet with an accident while performing official duties as per the decision of the Board of Directors dated 19.01.2007, but thereafter, for the prolonged treatment, the employee will have to move to the nearest Government approved hospital but the petitioner moved to a private hospital and therefore, he is not entitled to the full medical reimbursement is totally unsustainable. The relevant portion of Annexure R/2 is reproduced as under:-

“Subject: Medical claim for treatment of the employees meeting with accident while performing official duties, taken from Non-Govt/Non-recognized Hospitals.

In continuation to the earlier instructions issued by this office vide memo No.Ch.-78/NGE/G-191/L-3/L dated 17.07.2002, memo No.Ch.-105/NGE/G-191/L-3/L dated 05.03.2004 and memo No.Ch.-7/NGE/G-191/L-3/L dated 21.12.2005, the issue regarding grant of full reimbursement only to those employees who meet the accident while performing official duty has been considered by the Board of Directors in its

meeting held on 19.01.2007 and decided as under:-

i). When an employee of the Nigam, during the course of performing official duty meets with an accident, he will be entitled for reimbursement of all Medical expenses incurred by him for the treatment taken in such emergency even from non-Government/non-recognized hospitals. However, for prolonged treatment the employee will have to move to the nearest Government approved hospitals."

10. A perusal of the aforesaid would show that a conscious decision has been taken by the Board of Directors for grant of full reimbursement to the employee when he meets with an accident while performing official duty. However, at the time when further treatment is to be taken, then the employee will have to move to the nearest Government approved hospital. In the present case, it is not a case of the petitioner that for his prolonged treatment he had moved to the Max Super Speciality Hospital, but the accident took place on 07.09.2014 and he was admitted in emergency ward of the Cygnus J.K. Hindu Hospital and on the very next date i.e. on 08.09.2014, he was shifted to the Max Super Speciality Hospital on reference made by the Cygnus J.K. Hindu Hospital and he got his entire treatment from the Max Super Speciality Hospital and therefore, it is very clear that it is not a case of prolonged treatment, but it was only a part of the main treatment and therefore, the aforesaid later part of Clause (i) as referred to by the learned counsel for the respondent is not applicable to the present petitioner. On the other hand as per first part of Para (i) of Annexure R/2 which is a decision of the Board of Directors, the petitioner is entitled for full medical reimbursement because he met with an accident while

performing official duty.

11. So far as the second argument raised by the learned counsel for the respondent that the petitioner was entitled for the PGI, Chandigarh/AIIMS, Delhi rates is concerned, there is nothing on record or in the reply which has been filed by the respondent-Nigam to show as to how and under what formula the aforesaid amount has been calculated even at the aforesaid rates. It appears that no exercise has been undertaken by the respondent-Nigam to arrive at the aforesaid conclusion pertaining to the rates as being applicable on PGI, Chandigarh/AIIMS, Delhi rates. Therefore, in the absence of any details or particulars, no presumption can be drawn for denial of the aforesaid benefit to the petitioner particularly in view of Annexure R/2 where a decision was taken by the Board of Directors to grant full reimbursement.

12. Strangely, after the disbursal of an amount of Rs.3,63,988/- to the petitioner as an advance amount, now recovery is being sought from the petitioner which although has been stayed by this Court vide order dated 12.01.2017.

13. This Court is of the view that considering the decision taken by the Board of Directors vide Annexure R/2 on 19.01.2017, the petitioner is entitled for full reimbursement because he met with an accident while performing his official duty and his treatment at Max Super Speciality Hospital cannot be termed as a prolonged treatment so as to disentitle him for the benefit of full reimbursement.

14. Consequently, the present petition is allowed. The impugned letters dated 10.03.2016 and 06.12.2016 (Annexures P-5 & P-6,

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respectively) are hereby set aside. It is directed that no recovery shall be effected from the petitioner and he is entitled for full amount of medical reimbursement i.e. Rs.4,22,501.76/-. The remaining amount shall be paid to the petitioner within a period of three months from today along with interest @ 6% per annum.

15. Considering the aforesaid facts and circumstances, the petitioner shall also be entitled for a cost of Rs.10,000/- which shall also be paid by the respondent-Nigam within a period of three months from today.

06.02.2024

Bhumika

(JASGURPREET SINGH PURI)

JUDGE

1. Whether speaking/reasoned: Yes/No
2. Whether reportable: Yes/No