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IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CWP-769-2015
Date of Decision: 09.02.2024

Sat Pal Tyagi

..... Petitioner

Versus

UHBVNL and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. R.K. Chaudhary, Advocate
for the petitioner.

Mr. Hitesh Pandit, 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* thereby quashing letter dated 05.12.2014 (Annexure P-8) being illegal, void, unjust, arbitrary, discriminatory against the Government instructions and also directing the respondents to release medical reimbursement along with interest.

2. Brief facts involved in the present case are that the petitioner retired as Junior Engineer from the Corporation on 31.05.2009 vide Annexure P-1. After his retirement, he suffered from heart ailment and he underwent a bypass surgery at Apollo Hospital, New Delhi in the year 2011. He applied for medical reimbursement which was duly given to him in accordance with the Policy of the Government (Annexure P-9) whereby full

reimbursement is to be given for various treatments. Thereafter, since it was a heart disease which was chronic in nature, the petitioner repeatedly got himself checked up from the aforesaid Apollo Hospital, New Delhi and he was given medical reimbursement from time to time. However, the dispute in the present case is with regard to the treatment taken by the petitioner after 02.05.2013 i.e. from 29.08.2013 to 07.07.2014 pertaining to a medical claim of Rs.22,866/-. In other words, the entire medical treatment of the petitioner from the year 2011 was paid to the petitioner except for an amount of Rs.22,866/- for the period from 29.08.2013 to 07.07.2014 regarding which the present petition has been filed.

3. Learned counsel for the petitioner submitted that the petitioner being a retired employee was fully entitled to the medical reimbursement of the bills as per the Policy of the Government (Annexure P-9). Whenever he claimed the medical reimbursement from the respondents, the same was given to him in accordance with the Government Policy and there is no dispute with regard to the same. However, for the period from 29.08.2013 to 07.07.2014, such bills were not reimbursed to the petitioner and the fact that the said Apollo Hospital was not a part of the empanelled hospitals after the year 2013 came to his knowledge after submission of the said bills to the respondent-Nigam. He further submitted that since he got his treatment from the aforesaid hospital continuously, there was no option for the petitioner to have gone to any other hospital because the treating doctors were of the Apollo Hospital and in order to save his life, there was no alternative but to continue his treatment in the Apollo Hospital and the mere fact that the Apollo Hospital was suddenly de-empanelled by the respondent

will not disentitle the petitioner from claiming the medical reimbursement only on this ground. He also submitted that the petitioner was not even informed with regard to the de-empanelment and in good faith he continued with the treatment at the Apollo Hospital and regarding which he was earlier reimbursed the bills, but thereafter suddenly because of the de-empanelment in the year 2013, he was not reimbursed and the subject matter of the present petition is only to the extent of Rs.22,866/- and a direction may be issued to the respondents to pay the same along with interest.

3. On the other hand, Mr. Hitesh Pandit, learned counsel for the respondents-Nigam submitted that the factual position has been so stated in the reply filed by the Nigam and while referring to the same, he submitted that from the year 2005 itself the aforesaid Apollo Hospital, New Delhi was an empanelled hospital of the Nigam and there is no dispute with regard to the same and that was the reason as to why the petitioner was given the entire medical reimbursement as claimed by him throughout. However, in the year 2013, the aforesaid Hospital was de-empanelled and therefore, whatever treatment the petitioner had undergone in OPD thereafter, was not reimbursable. Had the petitioner gone in an emergency then in accordance with the Government Policy, he would have been reimbursed but since the petitioner had gone to the hospital which was now not an empanelled hospital, he was not entitled for the reimbursement of the aforesaid amount of Rs.22,866/-.

4. I have heard the learned counsel for the parties.

5. Admittedly, the petitioner had been given all the medical

reimbursement after he had undergone a bypass surgery at Apollo Hospital, New Delhi and at that point of time the aforesaid hospital was an empanelled hospital of the Nigam from the year 2005 onwards. The treatment had started in the year 2011 when the Apollo Hospital still was an empanelled hospital. All the medical bills as submitted by the petitioner were reimbursed to him which is not disputed by the respondents. An argument has been raised by the learned counsel for the petitioner that once the petitioner got his treatment with regard to a bypass surgery which affects his life from a particular hospital which was an empanelled hospital and thereafter, if suddenly the aforesaid hospital is de-empanelled, on that account, he cannot be compelled to go to some other hospital. However, the argument of the learned counsel for the respondents is that they are bound by the Policy and the empanelment of the hospital and therefore, the aforesaid amount of Rs.22,866/- cannot be reimbursed to the petitioner particularly in view of the fact that the petitioner had taken the treatment in the OPD and not in the emergency.

6. During the course of argument, the learned counsel for the respondents has also referred to Annexure R-4 which is although not attached along with the reply but he has supplied a copy of the same in Court today which is taken on record as Annexure R-4. A perusal of the aforesaid letter would show that it has been written by the General Manager, Panchkula to the Xen. (OP) S/U Divn., UHBVN, Sonapat on 11.03.2016, whereby it has been so stated that the medical claim of Rs.22,866/- is returned as the same has not been countersigned by the DMS/HPU, Panchkula because the Indrapastha Apollo Hospital was empanelled upto

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02.05.2013 and the treatment of the petitioner was taken after 02.05.2013 (i.e. from 29.08.2013 to 07.07.2014) which is not reimbursable. The aforesaid letter is reproduced as under:-

UTTAR HARYANA BIJLI VITRAN NIGAM LIMITED

(A Government of Haryana Undertaking)

Registered Office:C-16, Vidyut Sadan, Sector-6,
Panchkula, Haryana**Office of (General Manager/Admn., (HR-I), UHBVN,
Panchkula.**

From

The General Manager/Admn.,
UHBVN, Panchkula.

To

The Xen. (OP) S/U Divn.,
UHBVN, Sonapat
Memo No.Ch-27/UH/M-1662
Dated 11.03.2016Subject: CWP No.769 of 2015 filed by Sh. S.P.
Tyagi, JE/Retd.

Regarding his medical reimbursement bills.

Reference your office Memo
No./Ch-294/PF-60/G/Vol.2 dated 8.3.2016 on the
subject noted above.

Enclosed please find herewith the medical reimbursement bills amounting to Rs.18,561/- against Rs.23,438/- and Rs.11,067/- against Rs.21,374/- duly countersigned by the DMS/HPU, Panchkula for admissible items only of Sh. Satpal Tyagi, JE/Retd. for his self treatment from Indraprashta Apollo Hospital, New Delhi, for taking further necessary action as per DPO-63/A dated 1.6.2015.

The medical claim Rs.22,866/- is also returned as the same has not countersigned by the DMS/HPU, Panchkula because the Indraprastha Apollo Hospital was empanelled upto 2.5.2015 and the treatment has been taken after 2.5.2013 (i.e. 29.8.13 to

7.7.14) which is not reimbursable.

DA/MBs(3 Nos.)

Sd/-

Under Secretary/HR-I (Coordn.),
For G.M./Admn., UHBVN, Panchkula

CC: The C.E. (OP), UHBVN, Rohtak for information.”

7. After hearing the learned counsel for the parties, this Court is of the considered view that it is not a case that the aforesaid hospital was never empanelled as a hospital with the respondent-Nigam but on the other hand, it was an empanelled hospital right from the year 2005 till the year 2013 i.e. till 02.05.2013 which is not disputed by the learned counsel for the respondent. Suddenly, there was a change in the list of the hospitals and the aforesaid hospital was de-listed after 02.05.2013, but the petitioner still continued to go to the same hospital and took treatment from 29.08.2013 to 07.07.2014. It is also the case of the learned counsel for the petitioner that the petitioner was never informed with regard to the de-empanelment of the hospital.

8. This Court is of the considered view that the mere fact that the hospital was de-empanelled after 02.05.2013 whereas it continued to be on panel from the year 2005 onwards and the petitioner underwent a bypass surgery from the aforesaid hospital and for the purpose of further follow up and prognosis the petitioner had gone to the same hospital cannot disentitle the petitioner for grant of the aforesaid medical reimbursement bills. Furthermore, it has been so specifically stated by the learned counsel for the petitioner that the petitioner was never informed with regard to the de-empanelment and regarding which the learned counsel for the respondent has not been able to dispute the same. The taking of a medical treatment

especially of such a serious nature of bypass surgery affects the Right to Life which is so guaranteed under Article 21 of the Constitution of India and a person cannot be deprived of his Right to Life only because of the aforesaid technicalities. It is not a case that the aforesaid hospital was never on panel but suddenly the aforesaid hospital was de-empanelled and the petitioner was not informed regarding the de-empanelment and he continued to take treatment from the same hospital as a follow up and for the purpose of prognosis from the hospital from where he had taken his treatment of bypass surgery which had an effect on his Right to Life and therefore, this Court is of the considered view that the action of the respondent-Nigam in denying the aforesaid medical reimbursement of Rs.22,866/- was totally arbitrary and violative of Article 21 of the Constitution of India.

9. Consequently, the present petition is allowed. The respondent-Nigam is directed to pay the medical reimbursement bill amounting to Rs.22,866/- to the petitioner along with interest @ 6% per annum from the date of its submission to the Nigam till the date of its disbursement.

09.02.2024
Bhumika

(JASGURPREET SINGH PURI)
JUDGE

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