



CWP-12403-2001(O&M)

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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CWP-12403-2001(O&M)

Date of Decision: 26.11.2025

MOHAN SINGH

...Petitioner(s)

Versus

STATE OF HARYANA AND OTHERS

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE TRIBHUVAN DAHIYA

Present:- Mr. Nikhil Lather, Advocate for the petitioner.

Mr. Aakash Singla, Additional Advocate General, Haryana.

TRIBHUVAN DAHIYA, J. (Oral)**CM-11827-CWP-2025**

For the reasons stated, the application is allowed. Annexures P-11 to P-14 are taken on record, subject to all just exceptions.

Main Case

The petition has been filed seeking a writ of *certiorari* quashing the letter dated 06.02.2001, Annexure P-8, whereby the petitioner has been denied the benefit of medical reimbursement. Further, a writ of *mandamus* has been sought directing the respondents to grant the benefits as per Policy decision of the Government with all consequential benefits alongwith interest.

2. Learned counsel for the petitioner contended that the petitioner was appointed as S. S. Teacher/Master on *ad hoc* basis in the respondent/Department on 08.12.1995. His wife suffered severe pain in chest in May, 2000. The doctors were consulted, including the Principal Medical Officer at Hisar, who advised her treatment from the Escorts Heart Institute and Research Centre, New Delhi, on 09.06.2000, as she had to undergo a



major heart surgery. In such circumstances, she was admitted to the hospital on 16.06.2000, and operated on 03.07.2000 for '*mitral valve replacement by using 3M Starr Edwards valve*'. After recovery she was finally discharged from the hospital on 12.07.2000. Essentiality certificate was issued to her by the concerned doctor at Escorts Heart Institute, with details of medicines actually given. The petitioner thereafter submitted a medical reimbursement form dated 17.08.2000, but the claim was rejected, vide impugned letter dated 06.02.2001, on the ground that he was an *adhoc* appointee and reimbursement of medical expenses was not permitted as per Rules. In the written statement filed on behalf of the respondents the stand is that in terms of instructions dated 20.09.1968, clarified vide letter dated 18.03.1996, only fixed medical allowances are admissible to *adhoc* employees.

2.1. Learned counsel further contended that the petitioner remained in service and was later regularised on 01.10.2003, as established from copy of his service book, Annexure P-11, and retired on attaining the age of superannuation on 31.08.2016. He was granted the service benefits from the date of initial appointment on *adhoc* basis upto the date of superannuation, i.e., from 08.12.1995 to 31.08.2016, as mentioned in the pension payment order, Annexure P-12. After counting the petitioner's *adhoc* service for pension and gratuity, the respondents could not have refused medical reimbursement on the ground that at the time of raising the claim he was an *adhoc* appointee. This is contrary to law laid down by a Division Bench of this Court in *Radhey Sham v. State of Haryana and others*, (1993) ILR 1 P&H 357.

3. Learned State counsel, on the contrary, contended that the claim was not admissible as the petitioner was working on *adhoc* basis at that time.



Subsequent regularisation would not have the effect of making the past service regular. The claim was rejected in terms of the instructions, dated 20.09.1968, as applicable at that time.

4. Heard.

5. As apparent on record, after having been appointed as S. S. Master on *ad hoc* basis on 08.12.1995, the petitioner was regularised in service on 01.10.2003. Also, his service from the date of initial appointment on *ad hoc* basis till superannuation on 31.08.2016, has been counted as qualifying service for pensionary benefits. The claim for medical reimbursement of the expenses incurred on his wife's treatment in the Escorts Heart Institute was undoubtedly submitted at the time when he was working on *ad hoc* basis, and that was the ground of rejection of the claim. The law laid down in *Radhey Sham* case, however, is to the effect that in case an *ad hoc* employee is allowed to continue in service and later regularised on the basis of *ad hoc* service rendered, he will be entitled to medical reimbursement for the expenses incurred during that service. While holding thus, the Division Bench has also considered the instructions dated 20.09.1968, based upon which the petitioner's case has been rejected. The observations by the Court are as under:

4. After hearing counsel for the parties, we are of the view that the impugned orders have been passed in clear violation of the instructions Annexure R/1. Vide letter dated September 20, 1968 on the subject, instructions were issued as under:

"This question has been considered by the State Government and decided that the concession regarding reimbursement of medical expenses cannot be extended to the officials employed through Employment Exchanges on ad hoc basis, as they are not covered by the rules



governing free medical treatment to State Government employees."

Subsequently vide letter dated 24.1.1969, the aforesaid instructions were clarified. This letter is also contained in Annexure R/1 and the relevant portion is as under:

"In continuation of Haryana Government letter No. 1642-USFP-Cell (3HBI)-68/22290 dated the 20th September, 1968, on the subject noted I am directed to say that various departments have approached for seeking clarification on the following two points:

(i) Date with effect from the orders under reference have to be operative viz, whether from the date of issue of the letter under reference.

(ii) Whether the officials who are continuing after the expiry of six months against the regular posts are eligible for the concession to draw the medical reimbursement charges or not.

2. The State Government have considered the said question and decided that as regards (i) above, I am to say that since the employees inter alia appointed on ad hoc basis are not covered under the Medical Attendance Rules for the purpose of claiming the reimbursement of medical charges right from the beginning, it was not in order to allow reimbursement of such employees. Accordingly medical charges reimbursement in such cases should be recovered.

3. So far as (ii) above is concerned, I am to point out that the officials employed through Employment Exchanges are not covered under Medical Attendance Rules, even if they continue to work after six months, unless they are regularised by the Commissioner as such they are not eligible for availing of the concessions regarding reimbursement of medical charges etc."



A perusal of the instructions makes it clear that it was policy of the Government not to allow concession of medical reimbursement to the ad hoc employees. Obviously, if a person was employed for short term, say six months, and he leaves the job, he was not to be granted such a concession and this apparent from the instructions referred above. In the case of a person who was made to work against regular post, a specific point was raised as (ii) in letter of January 24, 1969, which was answered in para 3 of the aforesaid letter reproduced above. It was clarified that persons employed through Employment Exchange on ad hoc basis were not to be granted this concession of medical reimbursement even if they had continued beyond six months. However, exception was made that if they were made regular they would be entitled. Present is a case where services of the petitioners were regularised in December 19, 1990, which fact is not disputed and in view of the instructions aforesaid, he would be entitled to reimbursement of the medical expenses incurred during the period of ad hoc service also. For reimbursement of medical bills after regularisation, case would be covered under the Rules, After regularisation the period of ad hoc service is to be taken into consideration for service benefits like seniority, pension, gratuity etc. and also for medical reimbursement.

The petitioner's case is squarely covered by the law laid down, as aforementioned

6. In view thereof, the petition is allowed and the impugned letter, dated 06.02.2001, is hereby set aside. The respondents are directed to release due amount of medical reimbursement to the petitioner at the rate he is entitled to in terms of the Policy applicable at the time of raising of claim. The amount will be paid with interest at the rate of six per cent per annum from due date to the date of actual payment. These directions are to be carried out within four weeks of receiving a certified copy of the order.

7. Pending miscellaneous application(s), if any, also stand(s) disposed of.

(TRIBHUVAN DAHIYA)
JUDGE

26.11.2025
Ad

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>