

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

239

CWP-23693-2023 (O&M)
Date of decision: 10.12.2025

Bhim Sain

....Petitioner

Versus

Punjab State Power Corporation Limited and others

....Respondents

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present: Mr. Surinder Garg, Advocate
for the petitioner.

None for respondents No.1 and 2.

Respondent No.3 proceeded against *ex parte*
vide order dated 03.09.2024.

Mr. Prajwal Chauhan, Advocate
for respondent No.4.

HARPREET SINGH BRAR J. (Oral)

1. Prayer in this writ petition filed under Articles 226/227 of the Constitution of India, is for issuance of a writ in the nature of mandamus, directing respondents No.3 and 4 to provide Package Breakup of the medical expenses incurred by the petitioner on the treatment of his wife. Further, a prayer has been made to direct respondents No.1 and 2 to reimburse the medical expenses of Rs.3,69,113/- incurred by the petitioner for the knee replacement of his wife along with interest @ 18% p.a.

FACTS OF THE CASE

2. Briefly, the facts of the case, as pleaded in the writ petition, are that the petitioner retired as a Foreman from the office of respondent



No.2 and held PPO No.267/10-11. The petitioner's wife, Smt. Indra Rani, was diagnosed with Osteoarthritis of both knees and underwent knee replacement surgery at respondent No.3 i.e. Fortis Hospital, where she remained admitted from 15.12.2021 to 21.12.2021. The petitioner incurred a total medical expense of Rs.3,69,113/-, including Rs.2,27,700/- for the knee replacement package under the Memorandum of Understanding (MoU) entered into between the respondent/PSPCL and respondent/Fortis Hospital and Rs.1,41,413/- towards other medical expenses.

3. After the treatment, the petitioner submitted all the requisite medical bills and the Essentiality Certificate (Annexure P-2) to respondents No.1 and 2 for medical reimbursement. However, the medical claim of the petitioner was sent to respondent No.4 i.e. the Director, Health and Family Welfare, Punjab, who returned the case, and sought an item-wise breakup of the package amount of Rs.2,27,700/-. Despite repeated attempts, the petitioner was unable to obtain the item-wise breakup from respondent No.3- Fortis Hospital. Respondent-Fortis Hospital stated that under the MoU with PSPCL, only the total package was fixed and no item-wise details can be provided. Thereafter, the petitioner approached the Civil Surgeon, Faridkot and submitted representations requesting release of the medical reimbursement. However, the claim of the petitioner was not accepted and respondent No.4 referred the petitioner back to respondent No.3/Hospital, passing the responsibility to each other. Ultimately, the petitioner served legal notices to respondents No.1 and 2 on 08.05.2023 (Annexure P-6) and to respondent No.3 on 05.07.2023 (Annexure P-7),



requesting the item-wise breakup of Rs.2,27,700/- incurred on his wife's treatment. However, in the reply dated 24.07.2023 (Annexure P-8), respondent No. 3 stated that they are bound to adhere to Central Government Health Scheme (CGHS) rates, in terms of the MoU with PSPCL, and thus, they do not maintain a specific item-wise breakup. Respondent No.3 advised the petitioner to directly approach the CGHS Office, i.e. respondent No. 4, to obtain the package breakup. Thereafter, the petitioner submitted an application dated 08.09.2023 (Annexure P-9) to respondent No. 4 requesting the item-wise breakup of the expenses incurred during his wife's treatment. However, till date no medical reimbursement or item-wise breakup has been provided to the petitioner. Hence, this writ petition.

SUBMISSIONS MADE ON BEHALF OF THE PETITIONER

4. Learned counsel for the petitioner, *inter alia*, contends that the petitioner has fully complied with all the necessary requirements for the reimbursement of medical expenses incurred on his wife's treatment, and the failure of respondents No.3 and 4 to provide the item-wise breakup cannot at all be attributed to him. He further contends that the refusal to provide reimbursement, despite the submission of all necessary documents, amounts to illegal, arbitrary and discriminatory conduct, which is violative of Articles 14 and 16 of the Constitution of India. Furthermore, under the MoU between respondent/PSPCL and respondent No.3/Fortis Hospital, the package rates are fixed and thus, respondents No.1 and 2 are duty bound to ensure that the retired employees are promptly reimbursed for the medical expenses incurred by them. Lastly, he submits that the petitioner had to face severe



harassment and financial hardship due to the lackadaisical attitude of the respondents with regard to processing the medical reimbursement.

SUBMISSIONS MADE ON BEHALF OF THE RESPONDENTS

5. On the other hand, learned counsel for respondent No.4 submits that the detail of the package rate of total knee replacement is provided in the reply dated 22.08.2025 and the definition of the 'package rate' is also available therein. He further contends that respondent No.4 primarily functions as a nodal authority for verification and approval of medical claims thus, any delay in providing the item-wise breakup is not attributable to it.

6. There is no representation on behalf of respondents No.1 and 2, however, a perusal of its reply dated 02.09.2024, indicates that a medical claim bill can only be reimbursed by the respondent/department once it is verified by the District Civil Surgeon or the Directorate, Health and Family Welfare, Punjab, Chandigarh. The District Civil Surgeon is authorized to verify the medical bills up to Rs.1,00,000/-. The medical reimbursement bill of the petitioner's wife was sent to the office of Civil Surgeon, Faridkot for verification. Thereafter, the office of Director, Health and Family Welfare, Punjab, Chandigarh returned the medical bills of the petitioner and asked for details of an item-wise breakup. Therefore, the original medical claim was returned to the petitioner for removal of the said objection. Since he could not get it removed, the respondent/Corporation is not liable for any delay.

OBSERVATIONS & ANALYSIS

7. Having heard learned counsel for the parties and after perusing the record with their able assistance, it transpires that the

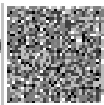


petitioner has incurred a medical expenses of Rs.3,69,113/- for the treatment of his wife. He duly submitted all the requisite documents to claim medical reimbursement but has not been granted any amount towards it till date. Apparently, the delay has arisen solely due to the inability of respondent No.3 to provide an item-wise breakup, which, in any case, the petitioner cannot be compelled to obtain.

8. Moreover, once an MoU has been entered into by the respondent/Corporation and respondent No.3/Fortis Hospital which provides for a package rate of respondent No.4/CGHS for treatment of the retired employees and their kin, respondents No.1 and 2 cannot deviate from the same. The conduct of respondents No.3 and 4 in shifting the liability upon each other has unnecessarily delayed reimbursement, causing great hardship to the petitioner. The long-term service rendered by the petitioner before retirement entitles him to be reimbursed for medical expenses incurred by him. Denying him this right by taking an insensitive and lackadaisical approach cannot be condoned by this Court in any way. It must be realised that retired employees rely heavily on the retiral benefits bestowed upon them for their survival and well-being. Further, paying a considerable sum like that involved in the present petition is not always feasible for them, causing avoidable financial hardship. *Prima facie*, the present matter appears to be an undignified case of dereliction of duty as not only is the delay inordinate in the given context, it is also thoroughly unreasonable.

CONCLUSION

9. In view of the above, the present petition is allowed with the following directions:-



1. *Respondents No.1 and 2 shall reimburse the total medical expenses of Rs.3,69,113/- incurred by the petitioner on his wife's treatment along with interest at the rate of 6% per annum from the date of submission of the medical bills till actual realization. Additionally, a cost of Rs.1,00,000/- is imposed upon respondent/Corporation, payable to the petitioner as compensation for the undue hardship, mental distress and financial difficulties caused to him.*
2. *Respondent No.4 i.e. The Director, Central Government Health Scheme (CGHS), shall formulate a comprehensive standard operating procedure (SOP) to effectively resolve disputes relating to medical reimbursement claims of employees and retirees preferably within a period of three months. The policy shall clearly lay down the competent authorities as well as the procedure for submission, verification and approval of medical bills including the list of documents, along with their issuing authority, necessary for processing such claims. Further, it may also prescribe a fixed timeline for said disbursement. The needful be done within a period of three months from receipt of a certified copy of this order and a compliance affidavit be filed with the Registry in this regard.*

10. A copy of this order be supplied to respondent No.4 – Director, Central Government Health Scheme, Chandigarh for necessary compliance.

(HARPREET SINGH BRAR)
JUDGE

10.12.2025
yakub

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