

(2005) 10 DEL CK 0071

In the Delhi High Court

Case No : Writ Petition (C) No. 5740 of 2003

J.C. Sindhvani

APPELLANT

Vs

Union of India (UOI) and Another

RESPONDENT

Date of Decision : 07-10-2005

Acts Referred:

Constitution of India, 1950 — Article 14, 226

Citation : (2005) 10 DEL CK 0071

Hon'ble Judges : S. Ravindra Bhat, J

Bench : Single Bench

Advocate : Sanjiv Mehta, for the Appellant; Suresh Kait, for the Respondent

Final Decision : Allowed

Judgement

S. Ravindra Bhat, J.—The petitioner, a Central Government pensioner (having worked in the Ministry of Agriculture) claims full reimbursement for the expenses incurred by him towards his medical treatment, in these proceedings under Article 226 of the Constitution of India.

2. The petitioner was admitted to the Sucheta Kriplani Hospital on 26.5.2001; upon deterioration in his condition, the attending physicians advised him to be shifted for cardiac care, in view of a life-threatening condition. He was accordingly rushed to the Escorts Heart Institute, where cardiologists, after evaluation of his condition, decided to perform coronary by-pass surgery. This was done on 31.5.2001. The petitioner was discharged on 5.6.2001; he had to pay Rs.2,07,280/- to the Institute for the treatment and other expenses. The petitioner claimed reimbursement; the second respondent however sanctioned only Rs. 1,01,9007-. He repeatedly represented for the balance amount. By virtue of letter issued by the second respondent on 15.6.2001, the petitioner was sanctioned permission for the follow up treatment in the Institute, on account of certain persisting medical problems. He was again hospitalized in October, 2001 for four days, for which he paid Rs.28,060/-. The second respondent did not reimburse the entire amount; instead it paid only Rs.15,185/-.

3. The petitioner's repeated attempts at securing full reimbursement were unsuccessful, he has Therefore, moved this Court, complaining the respondents' actions as arbitrary and violative of Article 14 of the Constitution of India.

4. The respondents, have not denied the allegations about the petitioners' need for emergency treatment and sanction granted for follow up treatment. They however allege that the liability is restricted to the rates payable in terms of policies/circulars dated 18.9.1996 and 13.7.1999, according to which the reimbursable expenditure is restricted to the "package deal rates/rates approved by the Government"; that amounts in excess of these would have to be borne by the patient himself. It is averred that such a policy binds the Government and beneficiary alike; the petitioner cannot claim higher amounts.

5. Counsel for the parties reiterated the position taken in the pleadings. The petitioner's counsel placed reliance on the decision in *P.N. Chopra v. Union of India* 3 (2004) D.L.T. 190 in support of the submission that full reimbursement for undisputed medical treatment has to be given. He also submitted that denial of the relief would tantamount to violation of right to life.

6. Mr. Kail, learned counsel for the respondent submitted that the Central Government was bound to offer and give reimbursement, as per the package rates approved with the medical institution/hospital and not liable to bear any extra expenditure. It was also contended that such policies, fixing ceiling limits for expenditure, had been approved by the Supreme Court in *State of Punjab and Others Vs. Ram Lubhaya Bagga Etc. Etc.*, .

7. The basic facts about the petitioner's ailment, his need for the treatment and follow up care, are undisputed. The only question is whether the denial to make full reimbursement of expenses is reasonable.

8. The issue of whether the Government is bound by the "package rates" and cannot disbursement amounts in excess of such "approved" rates has arisen for consideration; in *Shri V.K. Gupta Vs. Union of India (UOI) and Another*, , *M.G. Mahindra v. Union of India* 92(2001) D.L.T. 59; and *P.N.Chopra's case* (supra) the Court expressly rejected similar defenses and directed full reimbursement. In *P.N.Chopra's case*, the decision in *Ram Lubhaya Bagga's case* (supra) was considered; nevertheless a direction to make full payment was issued. I am in complete agreement with the reasoning in those cases.

9. In addition, one more fact has to be noticed. The memoranda relied upon by the Central Government were issued in 1996 and 1999. No revision in rates of negotiated "package rates" appears to have been undertaken since then. This leads to a situation where pensioners, who are admittedly entitled to benefits of medical treatment under CGHS or other Schemes, are compelled, due to the circumstances, to deposit the huge amounts demanded by the approved private hospitals. The inaction of the Government has not fettered these private hospitals, which periodically revise their rates. This "mismatch" between rates charged by approved hospitals and the rates approved by the Government works

always to the disadvantage of the patient. What was fair and reasonable in 1996 or 1999, when the rates apparently had some nexus with the then (current) rates, has ceased to be so. Therefore, the insistence of the respondents to pay only as per those circulars, is arbitrary.

10. In view of the above findings, the petition is allowed. The respondent is directed to process the claims of the petitioner and ensure full reimbursement of all the bills submitted towards his medical treatment and release payments, within 8 weeks from today. The respondents shall also pay Rs.3000/- as costs to the petitioner, within 8 weeks.