

CENTRAL ADMINISTRATIVE TRIBUNAL  
PRINCIPAL BENCH NEW DELHI

O.A. NO. 1477/2001  
*New Delhi, this the 18th March 2002*  
HON'BLE SHRI GOVINDAN S. TAMPI, MEMBER (A)

R.K. Caplash,  
S/o Late Sh K K Caplash,  
R/o 407/Sector 51,  
Kendriya Vihar,  
NOIDA

.....Applicant

*Bhalla*  
(By Sh. Amrit .., Advocate)

VERSUS

1. Union of India through Secretary,  
Min. of Health & Family Welfare,  
Govt. of India,  
Nirman Bhavan, New Delhi
2. The Director General of Health Services,  
Directorate of CGHS,  
Min. of Health & Family Welfare,  
Nirman Bhawan, New Delhi
3. The Additional Director,  
Central Govt. Health Scheme,  
Nirman Bhawan, New Delhi

.....Respondents.

(By Shri Madhav Paniker, Advocate)

O R D E R

Following reliefs are claimed in this O.A.:

- a) Quash and set aside the impugned letter dated 23.2.2001 of the respondent No.3;
- b) direct the respondents to reimburse the balance amount of the medical bill in question which was disallowed earlier alongwith penal interest @18% per annum till it is paid;
- c) direct the respondents to pay the cost of litigation;
- d) pass any other order or direction which this Hon'ble Tribunal thinks fit and proper in the facts and circumstances of the case.

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2. Heard Shri Amrit Bhalla and Madhav Panikkar representing the applicant and the respondents respectively.

3. The applicant retired as Chief Engineer on 30.11.97 Engineer-in-Chief's Branch and is a life long beneficiary of CGHS. The applicant's wife was admitted to M/s Orthonova Institute of Advance Surgery and Research, Pushp Vihar on the reference from Chief Medical Officer, CGHS Dispensary, NOIDA where she remained an impatient between 27.3.2000 and 3.4.2000. Against a bill for Rs.63,680/- after adjustment the applicant had to pay Rs. 28,688/- but only the <sup>amount of</sup> Rs. 16,025/- was reimbursed to him. He states that while he was in service, for a similar treatment in the same hospital, nearly 90% of the bill was paid. <sup>The present ruling</sup> appeared to be discriminatory, as the package rate available in 1997, could not have been reduced drastically, as has been done. Applicant's representations of 30.10.2000, 24.1.2001 and notice dated 21.3.2001, had not been replied. It would appear from the above that CGHS was discriminating between serving officers and retired officers, which was in violation of articles 14 & 16 of the Constitution, whereas in fact such discrimination cannot be permitted in terms of Durga Prasad Vs UOI & Others 2000(1) SLJ CAT Patna 254. Hence this O.A.

4. Re-iterating the above the learned counsel for the applicant Sh. Bhalla points out that the respondents have discriminated the applicant vis-a-vis serving officers and have denied him medical reimbursement charges

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, which he was entitled to. The order was further cryptic, non-speaking and unreasonable and deserved to be interfered with, states Sh. Bhalla.

5. Contesting the plea by the applicant, respondents point out that no discrimination is being practised by them between the serving officers and the retired officers, like the applicant, as is alleged. The medical reimbursement claim of the applicant has been dealt with strictly in accordance with the rules - OM dated 18.9.96- as would be seen from the annexure to the impugned order. Nothing further remained to be done, according to the respondents. Copy of the OM was also placed on record by the learned counsel for the respondents, Sh. Madhav Panikkar.

6. In his rejoinder through Sh. Bhalla, the applicant claims that in terms of para 2 of the OM, for indoor treatment in ~~Private~~ I ward, an increase of 15% was permitted over the package deal, that according to para 5 the accommodation charges are in addition to package deal and that as per para 9 50% actual charge of the allied treatment was payable. Besides charges on drugs and disposables also were payable, which have been denied. This has been ~~contested~~ ✓ by the respondents who hold that once the package deal is permitted, nothing else is due. OA therefore, deserves dismissal, according to Sh. Pannikkar.

7. I have considered the matter. In this OA, while the applicant alleges that the respondents have denied him full reimbursement of medical experts incurred for his

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wife's treatment the respondents state that all dues, permissible under the relevant OM have been paid, and nothing remained to be given further. The applicant's complaint that he being a retired Govt. servant, has been discriminated vis-a-vis serving officers, in an averment which has no basis, as it is seen that the respondents have gone by the instructions in the OM dated 18.9.96, governing the treatment taken in private Hospital. At the same time, it is found that the Scheme in the OM had not been fully complied with, and therefore the applicant has a point or two, which deserves consideration. In this case, the treatment for the applicant's wife was taken in the Private Hospital, on reference from CGHA and thereforere-imburement permitted by the scheme is to be granted. Package deal charges for the particular treatment - partial hip replacement are fixed at Rs. 15,000/- and this would, in terms of para 5 of the OM, include admission charges accomodation charges, monitoring chargs, cost of drugs and disposables etc. This amount has been sanctioned and therefore no ground exists for effecting payment for rent separately as claimed. However, in terms of para 2, there would be an increase of 15% for indoor treatment in private rooms and as the applicant is entitled for Private Room I, 15% of Rs. 15,000/- was payable, extra. Therefore package charges should have been Rs.17,250/- . Applicant's claim for 50% of actual charges of minor treatments does not merit acceptance as the expenses of so called minor treatments referred by him are kinds of expenses, covered in package deal as per para 5. Same is the case with charges on drugs and disposable which are also covered in package deal, as per para 5. On this also applicant has no claim.

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Thus it is found that the action taken by the respondents would merit only a very minor modification, subject to which it has to be endorsed.

8. In the result, the OA fails to a substantial extent and is accordingly disposed of. Impugned order dated 23.2.2001, is upheld with a minor modification that the package deal charges in his case could have to be taken as Rs. 17,250/- (Rs.15000/-+15%) instead of Rs. 15,000/- as provided for in para 2 of the OM dated 18.9.1996. Respondents are therefore directed to sanction and release an amount of Rs.2250/- also to the applicant. This should be done within three months from the date of receipt of the copy of this order. Applicant's other claims are rejected as being without any merit. No costs.

(Govindan S. Vampi)  
Member (A)

Patwal/