

**CENTRAL ADMINISTRATIVE TRIBUNAL
ERNAKULAM BENCH**

O.A No. 580/2011

Thursday, this the 2nd day of August, 2012.

CORAM

**HON'BLE Dr K.B.S.RAJAN, JUDICIAL MEMBER
HON'BLE Ms. K.NOORJEHAN, ADMINISTRATIVE MEMBER**

1. **SAIL Ex-employees Association,
(Reg.No.A 462/93), Puliyoor P.O.
Alappuzha Dist, represented by its
President.**
2. **P.K.Varghese (President),
SAIL Ex-employees Association,
(Reg.No.A 462/93), Puliyoor P.O.
Alappuzha Dist.**
3. **K.K.Pandarathil, General Secretary,
SAIL Ex-employees Association,
(Reg.No.A 462/93), Puliyoor P.O.
Alappuzha Dist.**
4. **K.K.G.Pillai, Aswathi Bhavan,
Keezcherimal, Chenganur-689 121.**
5. **N.K.K.Nair, Lakshmi Nivas,
Puliyoor.P.O., Chenganur-689 121,
Alappusha Dist.**
6. **C.S.K.Nair,
Cherithikkethil House,
Puliyoor.P.O., Chengannur-689 121,
Alappuzha Dist.**

Applicants

(By Advocate Mr S.Radhakrishnan)

v.

1. **Union of India represented by the Secretary,
Ministry of Iron & Steel,
Udyog Bhavan, New Delhi-1.**
2. **The Steel Authority of India Ltd (SAIL),
represented by the Chairman,
SAIL, Ispat Bhavan,
Lodhi Road, New Delhi-1.**



3. United India Insurance Company Ltd.,
represented by its General Manager,
Divisional Office, XI, K.G.Marg,
New Delhi-1. Respondents

(By Advocate Mr Sunil Jacob Jose, SCGSC for R.1)

(By Advocate Mr M.R.Anison for R.2)

This application having been finally heard on 30.07.2012, the Tribunal on 02.08.2012 delivered the following:

ORDER

HON'BLE Dr K.B.S.RAJAN, JUDICIAL MEMBER

The applicants, retired from SAIL have prayed for the following reliefs:-

- (a) Call for the records connected with the case;
- (b) Direct the respondents to reduce the premium and make it commensurate with the benefits granted.
- (c) Direct the respondents to authorise the local offices or at least state wise offices to settle the claim at an early date.
- (d) Direct the respondents to ensure that the cashless scheme is implemented in an effective manner.
- (e) Direct the respondents to avoid Third Party Administrator (TPA) and instruct the Insurance company to settle the claims locally by accepting the certificates issued by the treating Doctors or a Board of Doctors.
- (f) Direct the 1st respondent to pass appropriate orders on the representation Annexure A6 submitted by the 1st applicant, in tune with the liberty granted by the High Court of Kerala and to dispose of the

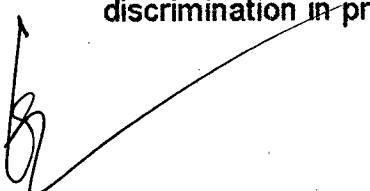
18

same on the basis of well accepted legal principles after giving an opportunity being heard to the authorised representatives of the 1st applicant.

(g) Grant such other reliefs as this Hon'ble Tribunal may deem fit, just and proper in the facts and circumstances of the case.

2. Briefly stated, the respondents have introduced a medical and Health Scheme, whereby, in respect of retired personnel, subject to their paying a part of the premium (15%), their medical expenses would be got reimbursed from an insurance company, subject to a prescribed ceiling limit. The premium amounts to about Rs 12,000 while the retired persons' contribution comes to around Rs 2,500/- . The insurance cover is around Rs 2 lakhs. It is the case of the respondents that treatment is free of cost at the Headquarters of SAIL or at those places, where the plants of SAIL are situated. Elsewhere, the treatment would be available to the premium holders but subject to certain ceiling. Here again, the ceiling varies from place to place, though, the payment of premium is one and the same. Again, the complaints of the applicants include that for a bill to get reimbursed from the Insurance company, it takes months which poses a lot of problems to the applicants. Hence, the above O.A.

3. Respondents have contested the OA. According to them, there are cashless facilities which are available to many of the ex employees. There is no discrimination in providing the medical facilities to any of the ex employees.



4. Counsel for the applicant argued on the above lines and submitted that the medical facilities afforded by the insurance company are not commensurate with the premium paid claimed by them. Further, it takes months together for clearing the reimbursements and the ex employees who are senior citizens are not duly treated by the authorities concerned.

5. Counsel for the respondents submitted that the scheme has been introduced as a welfare measure and the claim preferred is beyond the jurisdiction of the Tribunal.

6. Arguments were heard and documents perused. Prayer for reduction in the premium would mean not the percentage of premium paid by the applicants but the premium as a whole since, according to the applicants the benefits available are not commensurate with the total premium. It means that the interference of the Tribunal is sought for to upset the agreement between the SAIL on the one hand and the Insurance company on the other. This is beyond the scope of the CAT Jurisdiction. If the applicants claim that the premium they are asked to pay is more and they should not be burdened, perhaps the same could be within the jurisdiction of the Tribunal. Again, as regards delay in settlement of claims, here again, it is a matter between the Insurance company and the applicant and not between the SAIL and the applicants.

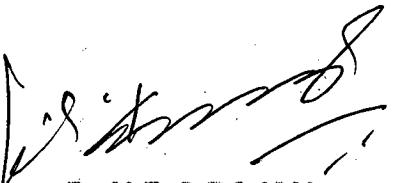
7. Counsel for the applicants submitted that in fact, when the applicants approached the High Court, due to notification of SAIL bringing the same under the jurisdiction of the CAT, the writ could not be prosecuted. True, if the matter pertains to service matter, without involving the Insurance Company, perhaps

BR

the jurisdiction of the Tribunal could be established. That being not the case here, the OA has to fail and accordingly, the same is dismissed for want of jurisdiction. We make it clear that we have not gone into the merits of the case. The time spent in prosecuting the case would be discounted while working out the limitation aspect, if the applicants choose to move the appropriate forum.

8. No cost.


K.NOORJEHAN
ADMINISTRATIVE MEMBER


Dr K.B.S.RAJAN
JUDICIAL MEMBER

trs