

CENTRAL ADMINISTRATIVE TRIBUNAL, JABALPUR BENCH, JABALPUR

Original Application No.531 of 2001

Jabalpur, this the 20th day of April, 2004

Hon'ble Shri M.P.Singh - Vice Chairman

S.A.Ali, son of late Shri S.N.Ali,
aged about 50 years, Senior Auditor,
G.C.F.,Jabalpur

- Applicant

(By Advocate - None)

Versus

1. Union of India, Ministry of Defence,
through Secretary, New Delhi.
2. Ministry of Health Department,through
the Secretary, New Delhi.
3. Joint Director, Central Government,
Health Scheme, 323, Napier Town,Jabalpur.
4. The Joint Controller of Finance & Accounts,
Accounts Office, Gun Carriage Factory,
Jabalpur,MP.
5. The Principal Controller of Finance and
Accounts, 10-A, S.K.Bose Road,Kolkatta,
West Bengal

- Respondents

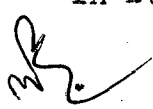
(By Advocate - Shri P.Shankaran)

ORDER

The applicant has filed this O.A. claiming the following main reliefs -

"to command the non-applicants to make payment of entire amounts towards Medical reimbursement bill submitted by the applicant without loss of time."

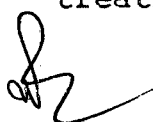
2. The brief facts of the case are that the applicant is working as Senior Auditor under respondent no.4 and is a CGHS beneficiary. The respondent no.3 had referred his case for investigation and further treatment to Bombay Hospital, Mumbai, on the recommendations made by Netaji Subhash Chandra Bose Medical College, Jabalpur. The applicant was under treatment in Bombay Hospital during the period from 2.3.2001 to 1.4.2001



and he had undergone both hip replacement during this period. Towards his medical expenses, Bombay Hospital charged a sum of Rs.2,60,702/- vide different interim bills as quoted by the applicant which are appended as Annexures A-3 to A-9. Out of these bills, it is mentioned in the Bill at Annexure A/3 that a sum of Rs.1400/- has been refunded by the hospital authority. Thus, the total bill amount comes to Rs.2,59,302/- whereas the applicant has claimed a sum of Rs.2,59,982/-. The medical claim of the applicant was initially admitted for Rs.1,86,633/- and a sum of Rs.73,384/- was disallowed being inadmissible on scrutiny of the bills. Outstanding medical advance of Rs.1,92,600/- paid to the applicant was adjusted from the admissible claim and the balance unadjusted advance of Rs.5,967/- was intimated to AN Pay Section for recovery vide letter dated 5.12.2000 (Annexure-R-1). Thereafter the claim was re-examined and an amount of Rs.10,800/- has further been admitted on account of operation charge. Thus, the total admissible amount comes to Rs.1,97,433.30p. After adjusting the outstanding medical advance of Rs.1,92,600/- the total payable amount comes to Rs.4833/- and the same has been paid through cheque dated 27.9.2001. The grievance of the applicant is that ~~since~~ ^{reimbursed &} the respondents have not paid the total amount of the bill as given by the Bombay Hospital, he ^{therefor, ✓} has filed this ~~OA~~ claiming the aforesaid relief.

3. None was present on behalf of the applicant at the time of argument. Since it is an old matter of the year 2001, the Tribunal has decided to dispose of this matter by invoking the provisions of Rule 15 of Central Administrative Tribunal (Procedure Rules, 1987). Heard the learned counsel for the respondents. Perused the pleadings.

4. During the course of arguments, the learned counsel for the respondents has stated that as per the instructions issued by the Government only ~~package deal~~ ^{& the} amount as admissible under the package deal can be reimbursed to the applicant for medical treatment. The learned counsel has further argued that at the



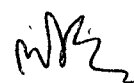
time of granting permission for investigation/treatment at the Bombay Hospital, the applicant was specifically informed vide Annexure-A-1 that the difference of the amount will be borne by the applicant and the claim would be admitted as per the package deal only. He had been sanctioned a medical advance of Rs.1,92,600/- to meet the expenses which was subject to adjustment against the final medical reimbursement claim. Therefore, the amount as admissible to the applicant under the package deal has already been paid to him and the remaining amount has to be borne by the applicant himself as per rules. The learned counsel for the respondents has also submitted that earlier the applicant has been referred to Bombay Hospital for replacement of knees and that time also he was reimbursed the medical claim under the package deal. Against that, the applicant had filed an OA No.173/2000. The Tribunal vide its order dated 7.9.2000 had allowed his claim and directed the respondents to reimburse the actual cost of medical treatment. Thereafter, the respondents had filed a Writ Petition No.705/2001 challenging the order of the Tribunal. The Hon'ble High Court vide its order dated 17.9.2002 allowed the Writ Petition and set aside the order of the Tribunal. The Hon'ble High Court had relied upon the judgment of the Apex Court in the case of State of Punjab Vs. Ram Lubhaya Bagga, (1998) 4 SCC 117 wherein it has been held that no State of any country can have unlimited resources to spend on any of its projects. That is why it only approves its projects to the extent it is feasible. The same holds good for providing medical facilities to its citizens including its employees. Provision of facilities cannot be unlimited. It has to be to the extent finances permit. If no scale or rate is fixed then in ~~case~~ ^{case}, private clinics or hospitals increase their rate to exorbitant scales, the State would be bound to reimburse the same. Hence we come to the conclusion that principle of fixation of rate and scale under this new policy is justified and cannot be held to be violative of Articles 21 or 47 of

the Constitution of India. The Hon'ble High Court has, therefore, held that "since the Government has undertaken to reimburse only to the extent of the package rates mentioned in the schedule notwithstanding that the treatment has been obtained in a recognised medical institution and it has not been shown that within the amounts of package rates such treatment was not possible in other hospitals, claim made for the actual amount paid by the respondent in connection with the Knee Joint Replacement in both the legs was not tenable".

5. In view of the judgment of the Hon'ble Supreme Court in the case of Ram Lubhaya Bagga (supra) and the order of the Hon'ble High Court of MP in WP No.705/2001, the reimbursement of medical claim, made by the respondents, as per the package deal, is justified and cannot be faulted with.

9 We, therefore, find no ground to interfere with the decision of the respondents to reimburse only the permissible amount as per the package deal.

6. In the result, the OA is without any merit and is accordingly dismissed, however, without any order as to costs.


(M.P. Singh)
Vice Chairman

rkv.

पृष्ठंकन सं ओ/व्या.....जबलपुर, दि.....

चलितियि अवधि निम्न:-

(1) रक्षित, जमा जमा कर कर एलेक्ट्रिकल, जबलपुर

(2) आरंभिक नि/मोडर्न/सु.....के सज्जसल

(3) प्रत्यक्षी श्री/मोडर्न/सु.....के कारगल

(4) कथपल, कोपल, जबलपुर जमापदी

सूचना एवं आवश्यक कार्यवाही हेतु

रजिस्ट्रार

Ku, S P Mahawen

P. Shankar

Handwritten:
22-4-01