

**Central Administrative Tribunal
Jaipur Bench, Jaipur**

O.A. No. 620/2016

Reserved on: 11.09.2018
Date of decision: 25.09.2018

Hon'ble Mr. A. Mukhopadhaya, Member (A)

Hanuman Prasad Sharma S/o Late Shri Ram Chandra Tiwari, By Caste Sharma, aged about 70 years, Resident of Ward No.14, Tiwari Mohalla, Reengus, District Sikar presently working as AAO from Bharat Sanchar Nigam Ltd.

...Applicant.

(By Advocate: Shri P.N.Jatti)

Versus

1. Chairman and Managing Director, Bharat Sanchar Nigam Ltd., Bara-Khamba Road, New Delhi-110001.
2. Chief General Manager, Telecom Bharat Sanchar Nigam Ltd., Jaipur.
3. Principal General Manager, Jaipur Telecom District Jaipur.

...Respondents.

(By Advocate: Shri T.P.Sharma)

ORDER

This Original Application, (OA), pertains to the reimbursement of the medical bills of the applicant for the hospital treatment taken by him at Fortis Escorts Hospital on 15.05.2014. As per the applicant, when he submitted this bill to the respondents, (BSNL), reimbursement of the same was refused on the ground that there was no authorisation letter attached/enclosed with the claim and that in the absence of this, reimbursement could not be made; (Annexure A/1). The applicant contends that since he superannuated from the

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respondent-department/corporation, (BSNL), as AAO, he is entitled to get the medical bill in question reimbursed. He states that as per rules on the subject, he has submitted the bills with the claim form of reimbursement for indoor treatment for a sum of Rs.10,925/- within the prescribed time limit and that the only objection of the respondents to making the payment, as evidenced by their letter of 17.03.2016, (Annexure A/1), is that their authorisation letter for taking this treatment is not attached with the claim. This shows that the applicant's claim is correct and justified as per rules in every other way. As far as attaching/enclosing the authorisation letter in question is concerned, the applicant draws attention to para 14 of Office Order No.BSNL/ADMN/1 dated 22.04.2003 relating to the BSNL Employee Medical Reimbursement Scheme, (Annexure C-1), and states that there is no provision in the rules for the applicant to attach any authorisation letter with his claim. Since the respondents have not honoured his claim; hence he has filed this OA seeking the following relief:-

- "1) That by a suitable writ/order or the direction the impugned order vide annexure A/1 dated 17/3/2016 be quashed and set aside.
- 2) That by a suitable writ/order or the directions the respondents be directed to reimburse the medical claim of the applicant for Rs.10,925/- with a justified interest.
- 3) Any other relief which the Hon'ble bench deems fit."

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2. In reply, the respondents state that the applicant's claim pertains to the year 2014 and is therefore essentially time barred. They further state that since no authorisation letter has been enclosed for verification of the bills as is required, payment cannot be made in the absence of this. The respondents further aver that it is a settled practice in the BSNL that where the treatment is taken in a hospital then the authorisation letter allowing such treatment is enclosed/attached with the medical reimbursement claim. After verification of the act of authorisation from the record, the claim is paid out. Counsel for the respondents, drawing attention to para-4 of the OA, states that the applicant has nowhere mentioned that he even informed the respondent-authorities about his illness and treatment at the hospital and only mentions that he has submitted the medical bills for Rs.10,925/- for the same duly signed by the hospital authorities.

3. During arguments, learned counsel for the applicant and the respondents reiterated their respective positions as above. On the one hand, counsel for the applicant again drew attention to para-14 of Office Order No. BSNL/ADMN/1 dated 22.04.2003, (Annexure C-1), to emphasise that there is no provision/requirement for the applicant to submit any authorisation letter as a precondition for payment of his claim and that he had intimated the respondent authorities verbally with

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regard to the emergency treatment availed of by him in terms of para 14 of the order dated 22.03.2003; (Annexure C/1).

4. Per contra, counsel for the respondents, while reiterating the respondents' denial of such intimation, drew attention to a letter/circular No.BSNL/Admn.I/1(Pt) dated 23rd August, 2006, (Annexure A/8), which lays down the procedure for reimbursement of medical claims for retired employees of BSNL and referred in particular to para 3.0(ii), which specifically states that the retired beneficiary is to approach "the designated officer" in the BSNL for issue of an authorisation letter for the particular BSNL empanelled hospital. Thereafter, in terms of 3.0, (iii), the designated officer would issue the authority letter in prescribed format for treatment in/by the hospital. Responding to the arguments of the applicant that the hospitalisation in question was the result of an emergency, respondents' counsel drew attention to item No.3.0 (vii) in which emergency cases are described as those which involve accident, serious nature of disease etc. and contended that the present case does not appear to fall within that category. Since the applicant, (according to the respondents), did not intimate his hospitalisation, respondents' counsel contended that reimbursement in this case, as demanded by the applicant, is inadmissible as per rules and prescribed procedure.

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5. The material on record and the arguments of opposing counsel were considered. In this case, the factum of the treatment in question having been taken at Fortis Hospital and a bill of Rs. 10,925/- having been raised for the same, (Annexure A/4), has not been disputed. Where the parties are at dispute is basically over the question of whether intimation was given of the hospitalisation in question at the appropriate time; (i.e. before such hospitalisation or as soon as possible thereafter). Here it must be admitted that the provisions of Office Order No.BSNL/ADMN/1 dated 22.04.2003, (Annexure C/1), and of letter/circular No.BSNL/Admn.I/1(Pt) dated 23rd August, 2006, (Annexure A/8), are somewhat at variance with each other in that while the earlier order of 2003 limits the retiree/employee's responsibility in case of such hospitalisation to intimation regarding his/her serious illness needing indoor/hospital treatment, (para-14 refers), the letter/circular dated 23rd August, 2006 envisages a scenario where a retiree such as the applicant approaches the designated officer of the BSNL and arranges the issue of an authorisation letter in the prescribed format for such treatment. Notwithstanding this, para 3.0 (vii) does envisage that where the hospitalisation is claimed to be in an emergency, the administrative office will have to decide on the merit of the case and determine "whether it was a case of real emergency necessitating admission in a private hospital."

6. In the case of **Shiva Kant Jha vs. Union of India**, (Writ Petition (Civil) No.694/2015 – order dated 13th April, 2018), the Apex Court observed that **“the Government employee during his life time or after his retirement is entitled to get the benefit of the medical facilities and no fetters can be placed on his rights”** and that **“the real test must be the factum of treatment.”** Thus where the dispute appears limited to the purely procedural aspect, i.e. whether the retired employee/applicant gave due intimation of his hospitalisation and whether an authorisation letter was or was not issued in the case, this does not, in my view, stand in the way of the administrative authorities taking a substantive view on the following aspects of the matter:

- i) Whether the hospitalisation in question can be considered to be in an emergency and even if not;
- ii) Whether the procedural requirement of the submission of an authorisation letter can be allowed to stand in the way of making medical reimbursement provided the factum of medical treatment is established, (as appears to be the case here), and other requirements of the rules for reimbursement are met.

7. At this stage therefore, this OA is disposed of with a direction to the respondents to consider the claim of the applicant with reference to the criteria mentioned above and in the light of the Hon'ble Supreme Court's observations in the case of Shiva

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Kant Jha vs. Union of India, (supra), preferably within a period of two months from the date of receipt of a certified copy of this order.

8. There will be no order on costs.

(A.Mukhopadhaya)
Member (A)

/kdr/

