

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (C) No(s). 29482/2009

[Arising out of impugned judgment and order dated 22-09-2009 in WPC No. 5410/1997 passed by the High Court of Delhi at New Delhi]

INDRAPRASTHA MEDICAL CORPORATION LTD. THR. M.D. Petitioner(s)

VERSUS

ALL INDIA LAWYERS UNION . (DELHI UNIT) & ANR. Respondent(s)

(IA No. 122886/2017 - INTERVENTION APPLICATION)

Date : 25-03-2025 This matter was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE SURYA KANT
HON'BLE MR. JUSTICE NONGMEIKAPAM KOTISWAR SINGH

For Petitioner(s) : Ms. Nina Gupta, Adv.
Dr. Lalit Bhasin, Adv.
Mr. P. V. Yogeswaran, AOR

For Respondent(s) : Mr. Ashok Agarwal, Adv.
Mr. Monu Kumar, Adv.
Mr. Ayush Anand, AOR

Mr. Gurmeet Singh Makker, AOR
Mr. S D Sanjay, A.S.G.
Mr. Khushal Kolwar, Adv.
Ms. Harishita Choubey, Adv.
Ms. Swarupma Chaturvedi, Sr. Adv.
Mr. Sudashan Lamba, Aor, Adv.

Mr. S D Sanjay, A.S.G.
Ms. Swarupama Chaturvedi, Sr. Adv.
Mr. Mukesh Kumar Maroria, AOR
Mr. Khushal Kolwar, Adv.
Ms. Harshita Choubey, Adv.
Ms. Sadhna Sandhu, Adv.

UPON hearing the counsel the Court made the following

O R D E R

1. A prime piece of land measuring 15 acres in Sarita Vihar was given to the petitioner and its associated entities at a symbolic

lease amount of Rs.1 per month. Among the shareholders, the Government also holds 26% shares. The Apollo Group has constructed a hospital pursuant to the lease deed dated 16.03.1994. Clause 6(1), (2), and (3) read with various other clauses puts the petitioner under an obligation to provide free treatment to poor patients to the extent of 1/3rd of the bed strength and 40% of its outdoor patients.

2. Unfortunately, the hospital-management refused to adhere to the said obligation, leading to the initiation of PIL proceedings at the instance of respondent No.1. The Division Bench of the High Court eventually issued certain directions to ensure the provision of health care for poor people in the subject hospital, regardless of the stand taken by the management that the hospital was a commercial venture.

3. When the matter came up for hearing on 30.11.2009, this Court directed the hospital management to continue to provide benefits as per Paragraph 'P' of the Special Leave Petition (at Page Nos. 104-106) so far as 200 free beds are concerned.

4. We are not sure whether even that benefit to the poor patients has been granted so far. It further seems from the contents of the lease deed that the lease period of 30 years now stands expired.

5. In this view of the matter, we direct the Government of NCT of Delhi as well as the Union of India, Ministry of Health and Family Welfare to place on record a joint comprehensive status report by way of affidavit, *inter-alia*, explaining:

(i) Whether the lease deed, on expiry of the lease period, has been renewed? If so, on what terms and conditions?

(ii) If the lease period has not been renewed and extended, what lawful recourse has been initiated to restore the Government land?

(iii) A team of experts be deputed to count the total bed strength in the hospital and the records of the outdoor patients footfall of at least the past 5 years.

(iv) The affidavit will further explain how many poor patients, on the recommendations of the State Authorities, have been provided indoor treatment or have been treated as outdoor patients during at least the last 5 years.

6. The management of the hospital shall also be at liberty to file a status report giving the details, mentioned above.

7. The petitioner-management is directed to cooperate and provide full assistance to the team of the expert committee. The entire records will be produced before the said Committee, to enable it to submit its report.

8. The needful shall be done within four weeks. Post the matter for further consideration on 14.05.2025.

(NITIN TALREJA)
ASTT. REGISTRAR-cum-PS

(PREETHI T.C.)
ASSISTANT REGISTRAR