



2026:DHC:5043



\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% *Reserved on: 12<sup>th</sup> May, 2026*

*Pronounced on: 29<sup>th</sup> May, 2026*

+ **W.P.(C)922/2007, CM APPL. 1602/2007**

**SH. JEET SINGH**

S/o Sh. Mansa Ram,

R/o House No. 1965, Top Floor,

Type-II, Gulabi Bagh, Delhi.

.....Petitioner

Through: Appearance not given.

versus

**1. GOVT. OF NCT OF DELHI**

Through Principal Chief Secretary,  
Players Building, New Delhi.

**2. DISTRICT & SESSIONS JUDGE**

Tis Hazari Court Complex, Delhi.

**3. ACCOUNTS OFFICER**

Tis Hazari Court Complex, Delhi.

**4. SIR GANGARAM HOSPITAL**

Sir Gangaram Hospital Marg,

Old Rajinder Nagar, New Delhi.

.....Respondents

Through: Mrs. Avnish Ahlawat, SC-GNCTD  
Services with Mr. Nitesh Kumar  
Singh, Ms. Aliza Alam, Mr. Mohnish  
Sehrawat, Advocates.

Mr. Vishal Thakur & Ms. Amita  
Singh, Advocates for R-4.

**CORAM:**

**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA**

**J U D G M E N T**

1. The present writ petition has been filed under Article 226 of the Constitution of India seeking issuance of a writ of mandamus and/or



certiorari *for quashing of the Demand Notice bearing No. 81757/MED/ACCTS/2006 dated 11.09.2006* (hereinafter referred to as 'the impugned demand notice') issued by Respondent No. 2, whereby the Petitioner has been directed to *deposit Rs. 71,868/-* (Rupees Seventy-One Thousand Eight Hundred and Sixty-Eight only), being the alleged differential between the actual medical expenditure incurred and the reimbursement ceiling, under the Office Memorandums dated 25.10.2002 and 06.10.2003.

2. The petitioner further seeks a direction *to reimburse the balance amount of the actual expenditure of Rs. 1,89,324/- and to refund all amounts already recovered from his salary.*

3. The *facts in brief* are that the petitioner, Sh. Jeet Singh, is employed as an Ahlmad in the office of Respondent No. 2, District and Sessions Judge, Tis Hazari Court Complex, Delhi. He and his dependent family members, are entitled to medical benefits under the Central Services (Medical Attendance) Rules, 1944 (*hereinafter referred to as 'the CS(MA) Rules'*) and the Policy of the Government of NCT of Delhi, *extending equivalent benefits to its employees.*

4. In the early days of April, 2006, the petitioner's wife, Smt. Indra Singh (*hereinafter referred to as 'the petitioner's spouse'*), developed acute jaundice, the severity of which worsened rapidly. Her condition deteriorated to a degree where she began to suffer from *altered sensorium*, indicative of impaired brain function, and was ultimately diagnosed as a case of *Fulminant Hepatic Failure*, a life-threatening condition of acute and sudden onset of liver failure.

5. Faced with the terrifying prospect of losing his wife, the petitioner



rushed her on 10.04.2006 to Sir Ganga Ram Hospital, Rajinder Nagar, New Delhi (*hereinafter referred to as 'Respondent No. 4' or 'the hospital'*), the nearest accessible hospital at the time.

6. The Petitioner's wife was received in a critical, comatose condition and was immediately admitted to the Intensive Care Unit ('ICU'), where she was intubated and placed under an anti-coma regime, supplemented with intravenous antibiotics and other supportive measures.

7. A Certificate dated 14.04.2006 was issued by Respondent No. 4 confirming the critical condition of the petitioner's spouse and indicating an approximate expenditure of Rs. 2,50,000/-.

8. Respondent No. 2, upon consideration of the petitioner's representation, *sanctioned an advance of Rs. 2,25,000/- under Section 2 of the CS(MA) Rules* and a cheque bearing No. 428062 dated 18.04.2006 was issued directly in favour of Respondent No. 4, deposited with the hospital on 19.04.2006.

9. The petitioner's spouse gradually improved, hence was shifted out of the ICU to the general ward, and was finally discharged on 24.04.2006, having remained hospitalized for approximately two weeks. *The total expenditure charged by Respondent No. 4, was Rs. 1,89,324/-.*

10. Since the advance sanctioned was Rs. 2,25,000/-, *the hospital refunded the unutilized balance of Rs. 35,676/-, vide cheque No. 791072 dated 25.04.2006.*

11. The petitioner deposited the said cheque with Respondent No. 2 on 06.05.2006, along with all relevant medical documents and the treatment certificate issued by the Medical Officer In-Charge.

12. On 11.09.2006, to the shock and surprise of the petitioner, the



impugned Demand Notice directing him to deposit Rs. 71,868/- was issued, being the differential between the actual expenditure of Rs. 1,89,324/- and the ceiling of Rs. 1,17,456/-, computed as per the approved rates under the Office Memorandums of 2002. *No Show Cause Notice was issued and no speaking order was passed.*

**13.** The petitioner, aggrieved by the *impugned Demand Notice*, submitted a representation dated 18.11.2006, to Respondent No. 2 requesting its withdrawal.

**14.** However, instead of deciding the same, Respondent No. 2 merely supplied a calculation sheet on 07.12.2006, which reflected room rent for only a single day despite a fourteen-day hospitalization, demonstrating a complete absence of application of mind. No speaking order was passed. Without affording any opportunity of hearing, the Respondents commenced deducting approximately 70% of the petitioner's salary, releasing only Rs. 2,650/- per month to him.

**15.** Aggrieved by the impugned Demand Notice and the consequential salary deductions, the Petitioner filed the present Writ Petition seeking *reimbursement of the actual medical expenditure of Rs. 1,89,324/- as per the bills raised by Respondent No. 4, and refund of all amounts already deducted from his salary on account of the said demand notice.*

**16.** *After filing of this Petition, vide interim Order dated 05.02.2007, this Court stayed the Demand Notice, which stay was made absolute on 18.03.2011.*

**17.** *Per contra, the Respondents have stated in their Counter-Affidavit that medical reimbursement is permissible only as per the Rules and instructions issued by the Government of India and accepted by the*



Government of NCT of Delhi. As per the instructions dated 25.10.2002 and 06.10.2003, since the petitioner was drawing a basic pay of Rs. 3,650/- per month, he was entitled to benefits under the *general category only*, with a maximum room rent of Rs. 500/- per day, and his medical reimbursement was accordingly calculated at Rs. 1,17,456/-, making the differential of Rs. 71,868/- rightly recoverable.

**18.** Furthermore, it is alleged that the petitioner had fraudulently obtained an estimate of Rs. 2,50,000/-, which was excessive, since only 7-8 days of hospitalization was required in such cases, and even after fifteen days of hospitalization, the total bill was much less than the estimate and the advance sanctioned.

**19.** In reply to the grounds urged by the petitioner, the Respondents have categorically stated that since Sir Ganga Ram Hospital is not a recognised hospital on the panel of the Government of NCT of Delhi for the treatment in question, the reimbursement has to be made item-wise as per Annexure VIII of the CS(MA) Rules. The calculation as per Annexure R-5 is correct, and the petitioner cannot retain government money given to him as advance.

**20.** It is contended that granting reimbursement beyond the prescribed ceiling would have large-scale implications for all similarly placed beneficiaries. Reliance is placed upon *State of Punjab v. Ram Lubhaya Bagga*, (1998) 4 SCC 117, wherein the Supreme Court held that no State has unlimited resources and there is no violation in giving reimbursement only in accordance with the policy of the Government.

**21.** It is further submitted that the representation dated 20.11.2006 filed by the petitioner, is without any merit as the recovery is fully justified. Despite repeated requests, when the petitioner failed to refund the balance



amount, there was no alternative but to recover the same from his salary in instalments. The petitioner could have approached the authorities for making smaller instalments, but chose not to do so.

**22.** The petitioner in his *Rejoinder Affidavit*, submitted that the rates notified by the Government of NCT of Delhi are of the year 2002 and have not been revised since, and are therefore, inapplicable to the expenditure incurred in 2006. The Respondents were duty-bound to revise the rates every year as held by this Court, and their failure to do so, renders the application of stale 2002 rates, wholly arbitrary.

**23.** Furthermore, the impugned Demand Notice is non-speaking, was issued without a Show Cause Notice, and salary deductions were commenced without any opportunity of hearing, in flagrant violation of natural justice. If the hospital has charged amounts in excess of the package rates, the obligation to address the excess lies with the State, which has the power to regulate the empanelled hospitals. The consequences of the State's failure to regulate, cannot be visited upon the employee.

**24.** The allegation in the Respondents' Counter Affidavit that the initial hospital estimate was fraudulently obtained, is *vehemently denied*. A medical estimate is always a provisional clinical assessment, based on the doctor's experience and no exact figure is possible at the initial stage of a critical illness. Such an allegation made without any basis in the record against an honest employee, is defamatory and unbecoming of a senior government officer.

**25.** Learned counsel on behalf of the Petitioner in his *Written Statement*, has asserted that it is settled law that the right to health, is an integral component of the right to life under Article 21, and the Government has a



constitutional obligation to bear full medical expenses, at a specialised approved hospital. Monetary ceilings prescribed under Service Rules, cannot be mechanically applied to deny reimbursement of genuine emergency medical expenditure.

**26.** The Rate Schedule applied was of the year 2002, to the emergency expenditure incurred in 2006, i.e. after a gap of four years. Hospital rates and treatment costs have increased manifold, in the interim. The Respondents were duty-bound to revise their approved Rate Schedule annually and their failure to do so, renders the application of stale 2002 rates to the 2006 expenditure, wholly arbitrary and directly contrary to the directions of this Court.

**27.** Reliance is placed on *Shiva Kant Jha v. Union of India*, (2018) 16 SCC 187; *Union of India v. Joginder Singh*, 2023 SCC OnLine Del 2707; *J.C. Sindhwani v. Union of India*, 2005 SCC OnLine Del 1079; *V.K. Gupta v. Union of India*, 2002 (65) DRJ 497; *M.G. Mahindra v. Union of India*, 2001 (59) DRJ 564; *Roshan Lal Kapoor v. Union of India*, 2006 SCC OnLine Del 1138; *Mahendra Kumar Verma v. Govt. of NCT of Delhi*, 2023 SCC OnLine Del 75; and *Dinesh Kumar v. Govt. of NCT of Delhi*, 2022 SCC OnLine Del 3937."

**Submissions heard and record perused.**

**28.** The **short question** which arises for consideration is, *whether the Respondent was justified in restricting medical reimbursement to the scheduled rate list to Rs. 1,17,456/-, or whether it was liable to reimburse the actual expenditure of Rs. 1,89,324/- incurred by the petitioner.*

**29.** This question must be answered in light of the constitutional guarantee of the right to life under Article 21, of which the right to health, is



a recognised and inseparable facet.

**30.** The Supreme Court of India in *State of Punjab v. Mohinder Singh Chawla*, (1997) 2 SCC 83, laid down in the clearest terms that the right to health is integral to the right to life, and that the Government has a constitutional obligation to provide health facilities to its employees. When a government servant suffers an ailment requiring treatment at a specialised approved hospital and is referred there, it is the duty of the State to bear the expenditure incurred, and such expenditure is required to be reimbursed to the employee.

**31.** The Supreme Court in *Shiva Kant Jha v. Union of India*, (2018) 16 SCC 187, authoritatively settled the law on medical reimbursement in the context of government employees, where it was held that a government employee during his lifetime or after retirement, is entitled to get the benefit of medical facilities and no fetters can be placed on his rights. Furthermore, it was observed that the ultimate decision as to how a patient should be treated vests only with the doctor, who is well-versed and expert on the basis of academic qualification and experience gained, and that very little scope is left to the patient or his relative, to decide the manner of treatment. Most significantly, the Supreme Court held that *the real test must be the factum of treatment*, once it is established that the claimant had actually taken treatment and the same is supported by records duly certified by the doctors/hospitals concerned, then the claim cannot be denied on technical grounds. *It was also held that the law does not require that prior permission has to be taken in a situation, where the survival of the person is the prime consideration.*

**32.** Now coming to the facts of the present case, as per the Medical



Record, the Petitioner's wife was admitted in *a comatose condition for Fulminant Hepatic Failure*, impaired brain function, and the real and immediate risk of death. There was no time for the petitioner to seek prior permissions, compare rates, or make enquiries about whether the charges of Respondent No. 4 were within the approved package rates. His only priority at that moment was the life of his wife.

**33.** As the Supreme Court held in *Shiva Kant Jha (supra)*, the Central Government Health Scheme was propounded with the purpose of providing health facilities to government employees so that they are not left without medical care, in furtherance of the object of a welfare State.

**34.** In the present case, the factum of treatment and the genuineness of the expenditure, is not disputed. The bills are supported by certified records, from the treating doctors.

**35.** The Respondents in their counter affidavit, *made an allegation that the initial hospital estimate submitted by the Petitioner, was fraudulent*. However, this contention is liable to be rejected in its entirety. A medical estimate was issued by a treating physician and not by the Petitioner.

**36.** Furthermore, it is necessarily a *provisional assessment* based on clinical experience, the probable complexity of the treatment, the likely investigations, and the duration of hospitalization that may be required. No doctor can predict the exact cost of treatment of a patient who had suffered Fulminant Hepatic Failure, a condition involving multi-system failure and intensive medical support at the initial stage.

**37.** That the final bill of Rs. 1,89,324/- was lower than the estimate of Rs. 2,50,000/-, far from suggesting fraud, rather demonstrates the petitioner's *bona fides*, since the unutilized balance was promptly returned to the



Department. Such an allegation of fraud against an employee who fought to save his wife's life, is without any basis as the Respondent is not questioning the treatment or the expenditure, but only the extent of reimbursement.

**38.** The question of the stale rate schedule, was considered in the case of Mahendra Kumar Verma v. Govt. of NCT of Delhi, 2023 SCC OnLine Del 75, wherein this Court considered near-identical facts. A government employee of the Tis Hazari Court establishment sought reimbursement for treatment of his son at Sir Ganga Ram Hospital, under the CS(MA) Rules, where a recovery demand had been raised on the ground that the actual expenditure exceeded the package rate. This Court held that the CS(MA) Rules are a beneficiary piece of legislation that must be construed liberally to achieve the objective of providing good and sound health, to government employees and their families. When an employee is directed to a recognised hospital, the Respondents cannot deny reimbursement on the basis that the hospital charged in excess of the package rate, and that if the hospital has charged over and above the package rate, the Respondent is under an obligation to pay such charges to the employee at the first instance, recovering from the hospital thereafter if so advised in law.

**39.** The question of outdated rates, has been addressed squarely by this Court in Roshan Lal Kapoor vs. Union of India, 2007(139) DLT 716. The Court observed that when the policy was adopted in 1996, the rates fixed had a nexus to the actual treatment costs charged by hospitals at the time, but that in the intervening period, hospitals raised their rates and the various components of treatment became costlier. It would be arbitrary on the part of the Government not to revise the rates from time to time to keep the balance between the rates charged by the hospitals and the reimbursement offered to



the beneficiaries, and *explicitly directed the Respondents to revise reimbursement rates at least once a year.*

**40.** In the present case, the Respondents have applied the Rate Schedule of 2002 to a medical emergency that occurred in 2006, i.e. after a gap of four years. There is nothing before this Court to suggest that the 2002 Rate Schedule bore any rational nexus to the actual costs of intensive emergency treatment, at a specialised hospital in 2006.

**41.** The application of this stale rate schedule and consequent recovery of the balance amount from the salary of the Petitioner, is therefore, *arbitrary and is liable to be set aside.* The denial of full reimbursement on the ground of rate ceilings, is precisely the kind of inhuman and mechanical approach deprecated by the Supreme Court in the case of *Shiva Kant Jha (supra)*.

**42.** The contention of the Respondents that granting full reimbursement, would have large-scale implications for all similarly placed beneficiaries, is not a ground that this Court can accept. Every case of a genuine life-threatening emergency where treatment is obtained at a recognised hospital and the factum of treatment is supported by certified records, would merit the same consideration, under the constitutional mandate of Article 21. The question is of the constitutional mandate and the right of an individual to medical treatment and thus, to life, and there exists no reason to deny it. To mechanically deny a claim on technical grounds of rate ceilings is to defeat that very purpose.

**43.** Before parting, this Court considers it necessary to observe that the manner in which, a legitimate medical reimbursement claim of the Petitioner has been handled by the Respondents is deeply troubling. Sh. Jeet Singh is an Ahlmad, a functionary in the district court establishment. He spent every



resource available to him to save the life of his wife who lay comatose in the ICU of a recognised hospital. Respondent No. 2, having itself sanctioned funds to the hospital during that crisis, thereafter issued a peremptory demand for recovery without a Show Cause Notice, applied a rate schedule four years old, deducted 70% of the petitioner's salary without hearing him, and levelled allegations of fraud against him in a sworn affidavit; all in clear disregard of a consistent line of judgments of this Court and the Supreme Court on the subject.

**44.** As the Supreme Court observed in *Shiva Kant Jha (supra)*, such authorities are required to be more responsive and cannot in a mechanical manner deprive an employee of his legitimate reimbursement. This is hardly a satisfactory state of affairs.

**45.** In view of the foregoing, the restriction of reimbursement to Rs.1,17,456/-, under Office Memorandum of 2002, *is legally unsustainable and constitutionally impermissible.*

**Conclusion And Relief:**

**46.** The impugned demand notice bearing No. 81757/MED/ACCTS/2006 dated 11.09.2006 *is hereby, quashed.* Respondent No. 2 is directed to reimburse the actual medical expenditure of Rs. 1,89,324/- incurred for the treatment of the Petitioner's wife, as against the restricted reimbursement of Rs. 1,17,456/-, offered by the Respondent.

**47.** Respondent No. 2 is further directed to refund the amounts deducted from the salary of the petitioner pursuant to the impugned Demand Notice, along with simple interest at the rate of 6% per annum, from the date of each deduction till the date of actual refund, within eight (8) weeks, from the date of this judgment.



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**48.** *The writ petition is allowed, in the above terms.* Pending applications, if any, are disposed of accordingly.

**(NEENA BANSAL KRISHNA)  
JUDGE**

**MAY 29, 2026/va/RS**