



2026:AHC-LKO:18399

**HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW**

WRIT - A No. - 2765 of 2026

Km. Rukaiya Bano

.....Petitioner(s)

Versus

State Of U.P. Thru. Prin. Secy. Deptt. Of U.P.
Home Guards Lko. And 4 Others

.....Respondent(s)

Counsel for Petitioner(s)	:	Ajay Pandey
Counsel for Respondent(s)	:	C.S.C.

Court No. - 7

HON'BLE MANISH MATHUR, J.

A.F.R.

1. Heard learned counsel for petitioner and learned State Counsel appearing on behalf of the opposite parties.
2. Present petition under Article 226 of Constitution of India has been filed seeking a direction to authority concerned to consider the aspect of medical reimbursement claim of petitioner for expenses incurred in treatment.
3. Learned State Counsel has been provided written instructions dated 09.03.2026, a copy of which is taken on record and as per which petitioner's reimbursement claim was returned to her since it had not been submitted within a period of 30 days as required under paragraph 11(Kha) of Government order dated 27.12.2016.
4. Written instructions provided to learned State counsel do not indicate any other aspect for rejection of medical reimbursement claim of petitioner.
5. In view of fact that reasons for rejection of petitioner's claim has already been brought on record by means of written instructions, petition is being adjudicated upon at the admission stage itself without calling for a counter affidavit in terms of judgment rendered by the Supreme Court in the case of **Mohinder Singh Gill & others v.**

Chief Election Commissioner, New Delhi and others [AIR 1978 SC 851].

6. With regard to grounds for rejection, a perusal of Government order dated 27.12.2016, particularly paragraph 11(Kha) (as amended) indicates the aspect that intimation with regard to treatment being administered to an employee is required to be submitted before authority concerned, **as far as possible** within a period of 30 days from the date of commencement of treatment.

7. Relevant portion of the provision is as follows:-

"11. किसी लाभार्थी को राज्य के भीतर या बाहर तात्कालिक /आपात स्थिति में या यात्रा पर किसी निजी चिकित्सालय या प्राधिकृत संविदाकृत चिकित्सालय में उपचार प्राप्त करने की अनुमन्यता होगी। अंतःरोगी का उपचार आपात स्थिति में सी.जी.एच.एस. योजना के अधीन सूचीबद्ध निजी चिकित्सालयों में निःशुल्क होगा। प्राधिकृत संविदाकृत चिकित्सालयों में उपचार प्राप्त करने के अलावा, यदि उपचार, राज्य के अन्य निजी चिकित्सालयों में कराया जाता है, तो उपचार का शुल्क, संजय गांधी स्नातकोत्तर आयुर्विज्ञान संस्थान में यथाप्रचलित दर पर प्रतिपूर्णीय होगा और यदि रोग के उपचार की दर संजय गांधी स्नातकोत्तर आयुर्विज्ञान संस्थान में उपलब्ध नहीं है तो प्रतिपूर्ति अखिल भारतीय आयुर्विज्ञान संस्थान, नई दिल्ली में प्रचलित दरों पर की जायेगी। यदि उपचार प्राधिकृत संविदाकृत चिकित्सालयों से भिन्न राज्य के बाहर निजी चिकित्सालयों में कराया जाता है तो उपचार की दर अखिल भारतीय आयुर्विज्ञान संस्थान, नई दिल्ली में प्रचलित दर पर प्रतिपूर्णीय होगी। प्राधिकृत संविदाकृत चिकित्सालयों में उपचार होने की दशा में उपचार की दर सी०जी०एच०एस० की दरों पर प्रतिपूर्णीय होगी परन्तु

(क) उपचारी चिकित्सक तात्कालिक/आपातकालिक दशा प्रमाणित करे।

(ख) रोगी या उसके सम्बन्धी द्वारा कार्यालयाध्यक्ष को **यथासंभव** शीघ्र किन्तु उपचार प्रारम्भ होने के दिनांक से तीस दिनों के भीतर सूचित कर दिया जायेगा।

(ग) आपात स्थिति की दशा में एअर एम्बुलेन्स पर होने वाला व्यय भी प्रतिपूर्ति हेतु अनुमन्य होगा।"

8. From a bare perusal of aforesaid provision, it is evident that the said aspect is not mandatory in nature and is merely directory since it includes the words '**यथासंभव**' i.e. **as far as possible**.

9. The aspect as to whether such a condition can be held to be

mandatory or merely directory would require examination in light of judgment rendered by Hon'ble the Supreme Court in **May George v. Special Tahsildar and others**, reported in (2010) 13 SCC 98, which is as follows:-

"25. The law on this issue can be summarized to the effect that in order to declare a provision mandatory, the test to be applied is as to whether non-compliance with the provision could render the entire proceedings invalid or not. Whether the provision is mandatory or directory, depends upon the intent of the legislature and not upon the language for which the intent is clothed. The issue is to be examined having regard to the context, subject-matter and object of the statutory provisions in question. The Court may find out as to what would be the consequence which would flow from construing it in one way or the other and as to whether the statute provides for a contingency of the non-compliance with the provisions and as to whether the non-compliance is visited by small penalty or serious consequence would flow therefrom and as to whether a particular interpretation would defeat or frustrate the legislation and if the provision is mandatory, the act done in breach thereof will be invalid."

10. Upon applicability of aforesaid judgment in the present facts and circumstances, it is evident that not only the wordings of the provision but the intention does not appear that an application is required to be rejected only on ground that it was preferred after the period of 30 days from commencement of treatment. The intention clearly is that the authority concerned should be aware at the earliest with regard to such treatment being administered to the employee. In such circumstances, the aforesaid provision indicated in paragraph 11(Kha) is held to be merely directory in nature.

11. The discussion can be examined from another aspect as well to the effect that the provisions are clearly beneficial in nature in order to reimburse an employee for expenses incurred due to medical treatment. The provision therefore imparts certain benefits to the employees and is in nature of a social security provision, which can only be treated to be beneficial in nature.

12. The nature of interpretation of any such beneficial provision has been enunciated by Hon'ble the Supreme Court in **K.H. Nazar v. Mathew K. Jacob** reported in (2020) 14 SCC 126, which has been followed in the recent judgment of Hon'ble the Supreme Court in **Urmila Dixit v. Sunil Sharan Dixit and others**, reported in (2025) 2 SCC 787 in the following manner:-

"9. This Court in *K.H. Nazar v. Mathew K. Jacob* [*K.H. Nazar v. Mathew K. Jacob*, (2020) 14 SCC 126] reiterated the above expositions and stated that : (SCC pp. 135-36, paras 11 & 13)

“11. Provisions of a beneficial legislation have to be construed with a purpose-oriented approach. [*Kerala Fishermen's Welfare Fund Board v. Fancy Food*, (1995) 4 SCC 341] The Act should receive a liberal construction to promote its objects. [*Bombay Anand Bhavan Restaurant v. ESI Corpn.*, (2009) 9 SCC 61 : (2009) 2 SCC (L&S) 573 and *Union of India v. Prabhakaran Vijaya Kumar*, (2008) 9 SCC 527 : (2008) 3 SCC (Cri) 813] Also, literal construction of the provisions of a beneficial legislation has to be avoided. It is the Court's duty to discern the intention of the legislature in making the law. Once such an intention is ascertained, the statute should receive a purposeful or functional interpretation. [*Bharat Singh v. New Delhi Tuberculosis Centre*, (1986) 2 SCC 614 : 1986 SCC (L&S) 335]

13. While interpreting a statute, the problem or mischief that the statute was designed to remedy should first be identified, and *then a construction that suppresses the problem and advances the remedy should be adopted*. [*Indian Performing Rights Society Ltd. v. Sanjay Dalia*, (2015) 10 SCC 161 : (2016) 1 SCC (Civ) 55] It is settled law that exemption clauses in beneficial or social welfare legislations should be given strict construction. [*Shivram A. Shiroor v. Radhabai Shantram Kowshik*, (1984) 1 SCC 588] It was observed in *Shivram A. Shiroor v. Radhabai Shantram Kowshik* [*Shivram A. Shiroor v. Radhabai Shantram Kowshik*, (1984) 1 SCC 588] that the exclusionary provisions in a beneficial legislation should be construed strictly so as to give a wide amplitude to the principal object of the legislation and to prevent its evasion on deceptive grounds. Similarly, in *Minister Administering the Crown Lands Act v. NSW Aboriginal Land Council* [*Minister Administering the Crown Lands Act v. NSW Aboriginal Land Council*, 2008 HCA 48 : (2008) 237 CLR 285] , Kirby, J. held that the principle of providing purposive construction to beneficial legislations mandates that exceptions in such legislations should be construed narrowly.”

13. The said aspect has also been considered by Hon'ble the Supreme Court in **Brahampal @ Sammay and another v. National Insurance Company**, reported in (2021) 6 SCC 512 in the following manner:-

"20. Therefore, the aforesaid provision being a beneficial legislation, must be given liberal interpretation to serve its object. Keeping in view the substantive rights of the parties, undue emphasis should not be given to technicalities....."

14. In view of discussions made herein above and the beneficial nature of the provision, which has to be interpreted with the concept of reasonableness in order to give effect to such beneficial provisions, the opposite parties have erred in treating the period of 30 days as indicated in paragraph 11 to be mandatory.

15. In view of such an aspect clearly indicated in the Government Order, the opposite parties were required to consider the medical reimbursement claim of petitioner even if intimation has been made beyond the period of 30 days from commencement of treatment and in the considered opinion of this Court, the opposite parties have erred in rejecting the claim only on a ground, which is not mandatory in nature.

16. In view of aforesaid, opposite party no.5 i.e. District Commandant, Home Guards, Raebareli U.P. or any other competent authority is directed to re-consider petitioner's medical reimbursement claim expeditiously. For the said purpose, verification of medical bills of petitioner shall be conducted expeditiously within a period of six weeks from the date of receipt of a certified copy of this order. In case the medical bills are verified, actual payment thereof shall be ensured within a period of two weeks thereafter.

17. With aforesaid direction(s), the petition stands **allowed**.

(Manish Mathur,J.)

March 13, 2026

kvg/-