

GAHC010275222024



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**THE GAUHATI HIGH COURT**  
**(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)**

**Case No. : WP(C)/6906/2024**

UDIPTA MECH  
S/O- BIPUL MECH,  
R/O- BINA KUMARI MOHAN APARTMENT, 16TH NO. TINIALI,  
KAMALABARI ROAD, DULIAJAN , DIBRUGARH, PIN-786602

VERSUS

THE UNION OF INDIA  
REP. BY THE SECRETARY TO THE GOVT. OF INDIA, MINISTRY OF  
PETROLEUM AND NATURAL GAS, DR. RAJENDRA PRASAD ROAD, NEW  
DELHI-01

2:OIL INDIA LIMITED  
HAVING ITS REGISTERED OFFICE AT DULIAJAN  
IN THE DISTRICT OF DIBRUGARH  
ASSAM- 786602  
REPRESENTED BY THE CHAIRMAN CUM MANAGING DIRECTOR

CORPORATE OFFICE AT PLOT NO-19  
NEAR FILM CITY  
SECTOR 16 A  
NOIDA  
201301  
UTTAR PRADESH

3:THE RESIDENT CHIEF ENGINEER  
OIL INDIA LIMITED

HAVING ITS REGISTERED OFFICE AT DULIAJAN  
IN THE DISTRICT OF DIBRUGARH  
ASSAM- 786602

4:THE CHIEF GENERAL MANAGER  
HR ESTABLISHMENT

OIL INDIA LIMITED

HAVING ITS REGISTERED OFFICE AT DULIAJAN  
IN THE DISTRICT OF DIBRUGARH  
ASSAM- 786602

5:THE CHIEF GENERAL MANAGER  
MEDICAL SERVICES  
(HOD)  
OIL INDIA LIMITED

HAVING ITS REGISTERED OFFICE AT DULIAJAN  
IN THE DISTRICT OF DIBRUGARH  
ASSAM- 786602

6:THE SENIOR MANGER  
HR ESTABLISHMENT

OIL INDIA LIMITED

HAVING ITS REGISTERED OFFICE AT DULIAJAN  
IN THE DISTRICT OF DIBRUGARH  
ASSAM- 786602

7:THE OIL MEDICAL BOARD  
HR ESTABLISHMENT

OIL INDIA LIMITED

HAVING ITS REGISTERED OFFICE AT DULIAJAN  
IN THE DISTRICT OF DIBRUGARH  
ASSAM- 786602

8:DR. TINKU MONI BORAH  
SUPERINTENDING MEDICAL OFFICER (ENT)  
ID-203517  
OIL INDIA LIMITED

HAVING ITS REGISTERED OFFICE AT DULIAJAN  
IN THE DISTRICT OF DIBRUGARH

ASSAM- 786602

9:DR. DIPANKAR BARUA  
DOCTOR/PHYSICIAN  
ID-202861  
OIL INDIA LIMITED

HAVING ITS REGISTERED OFFICE AT DULIAJAN  
IN THE DISTRICT OF DIBRUGARH  
ASSAM- 78660

**Advocate for the Petitioner** : MR. K P PATHAK, AMICUS CURIAE, UDIPTA MECH,  
PETITIONER IN PERSON

**Advocate for the Respondent** : SC, OIL, MS G SWAMI(R-8,9),MR. K KALITA(R-8,9),MR. A  
SARMA (R-8,9),MR. R K D CHOUDHURY,SC,DSGI.

**BEFORE**

**HON'BLE MR. JUSTICE ARUN DEV CHOUDHURY**

For the Petitioner : Mr. K.P.Pathak, Amicus Curiae  
Mr. U. Mech, petitioner-in-person

For the respondents : Mr. P.K. Tiwari, Sr. standing counsel, OIL  
Mr. K. Kalita, counsel

Date on which judgment was reserved : 09.02.2026

Date of pronouncement of judgment : 25.02.2026

Whether the pronouncement is of the

operative part of the judgment? : No

Whether the judgment has been pronounced? : Yes

### **JUDGMENT & ORDER (CAV)**

#### **25-02-2026**

1. The grievance raised in this writ petition concerns the reimbursement of medical expenses incurred abroad, the reimbursement of medical equipment (a Tinnitus masker), and reimbursement for the petitioner's future treatment abroad. His further prayers are for award of damages and compensation from the respondent employer and officers/company doctors for negligence in medical services and an independent enquiry against the doctors and other officers of Oil India Ltd. (for short, OIL), Duliajan.

2. The petitioner specifically assails four communications; dated 02.08.2023, 09.11.2023, 04.03.2024, and 20.03.2024, which according to the petitioner, violate the OIL Employees' Medical Attendance Rules, 2018 (amended) (hereinafter referred to as the Rules, 2018) and the Central Services (Medical Attendance) Rules, 1944 (hereinafter referred to as the Rules, 1944).

3. By the communication dated 02.08.2023, the respondent employer had rejected the prayer of the petitioner for obtaining financial grant for Tinnitus Masking device; by the communication dated 09.11.2023, the respondent employer had approved the purchase of hearing aid upto a maximum amount of Rs. 50,000/- rejecting his financial assistance for purchase of Tinnitus Masker; by the communications dated 04.03.2024 & dated 20.03.2024, the respondent employer rejected the petitioner's prayer for his

referral treatment abroad.

**4.** When the matter was taken up, the petitioner appeared in-person.

It was evident from the manner of presentation and submission that though grievance projected was earnest and personal, the petitioner did not possess the requisite familiarity with the contours of judicial review under Article 226 of the Constitution, nor with the principles governing interpretation of service rules and medical reimbursement scheme.

The issues involved questions of statutory construction, precedential analysis and limit of writ jurisdiction.

In order to ensure that the matter received proper assistance and that the case of the petitioner was fairly and effectively presented, this Court deemed it appropriate to appoint an Amicus Curiae to assist this Court.

Accordingly, Mr. K.P. Pathak, learned counsel was appointed as Amicus Curiae.

**5.** This Court places on record its deep appreciation for the assistance rendered by the learned Amicus Curiae.

He has painstakingly examined the relevant rules, placed the governing precedents including the authoritative pronouncement of the Hon'ble Supreme Court and articulated the petitioner's case with clarity and fairness.

The Court acknowledges the industry, objectivity and erudition displayed by the Amicus Curiae in his submissions, which have materially aided the adjudicatory process.

**6.** Heard Mr. Udipta Mech, petitioner-in-person; Mr. K.P. Pathak, learned Amicus Curiae for the petitioner and also heard Mr. P.K. Tiwari, learned Sr. Standing counsel assisted by Mr. K. Kalita, learned counsel for the

respondents.

- 7.** The facts essential for the determination of the present *lis* come to the effect that the petitioner was offered an appointment on 16.11.2020 to join OIL, and he accordingly joined on 17.11.2020 as Senior Engineer/Officer in Grade-B.
- 8.** Prior to joining, he underwent a pre-employment medical fitness test in accordance with the appointment conditions and was assured of free medical facilities in accordance with the company rules. He subsequently signed the service agreement on 10.01.2022, which also provided free medical facilities in accordance with company rules.
- 9.** On 08.02.2022, the petitioner approached the OIL Hospital, Duliajan, with a complaint regarding his left ear. Thereafter, on 29.08.2022, he was examined at Gauhati Medical College and Hospital (GMCH), where he was diagnosed with Sensorineural Hearing Loss (SNHL).
- 10.** On 12.10.2022, OIL referred the petitioner to Apollo Hospital, Delhi, for his treatment of right shoulder drop (L) and SNHL. The petitioner consulted doctors at Apollo Hospital, Delhi, who confirmed the petitioner's left ear hearing loss and recommended him a change in his job profile, citing his medical condition.
- 11.** By a communication dated 08.06.2023, OIL requested Indraprastha Apollo Hospital, New Delhi to admit the petitioner for treatment. The doctors at Apollo Hospital on 20.06.2023 advised the petitioner for Tinnitus Retraining Therapy (TRT) along with the use of a Tinnitus Masking Device.
- 12.** Acting on such medical advice, the petitioner sought financial assistance for a Tinnitus Masker on 21.07.2023, cost of which is Rs. 4,09,995/-.

- 13.** At that stage, he was again directed to appear before a medical board on 02.08.2023. However, the Medical Board refused financial assistance for the Tinnitus Masker, stating that there was no provision for reimbursement of such a medical device.
- 14.** Thereafter, on 28.09.2023, the petitioner was again referred by OIL to Dr. Gautam Khaund, Sr. ENT. Consultant, who, on 18.10.2023, further, referred the petitioner to AllMS, New Delhi or any other higher centre for advance management. On 09.11.2023, the concerned committee had approved the purchase of hearing aid upto maximum amount of Rs. 50,000/- for each ear, but not for a Tinnitus Masker.
- 15.** On 14.12.2023, Indraprastha Apollo Hospital advised the petitioner for treatment in a specialised Tinnitus clinic abroad for Neuro-Modulation Therapy. Pursuant thereto, the petitioner filed representation on 06.02.2024, seeking permission and financial support for treatment abroad. However, his request was rejected on 04.03.2024 by the CGM (Medical Services) HoD and again on 20.03.2024 by the CGM HR Establishment. The petitioner went abroad for treatment, taking leave as a personal visit.
- 16.** Subsequently, on a clarification sought by OIL, the doctor who treated the petitioner at Indraprastha Apollo Hospital and advised him for treatment abroad, intimated OIL that the referral for treatment abroad was made at the patient/petitioner's insistence.
- 17.** Referring to Rule 8.0, Rule 9.0, Rule 15.0 of the OIL Employees' Medical Attendance Rules, 2018 (amended) (hereinafter referred to as the Rules, 2018) and Rule 11 of the Central Services (Medical Attendance), Rules, 1944 (hereinafter referred to as the Rules, 1944), the learned Amicus Curiae argues that Rule 8.0 of the Rules, 2018 makes the medical benefits

expansive.

18. According to him, when the word “**including**” is applied, such a word has to be interpreted “**inclusively**”. When the definition that employs the words “**means**” and “**includes**” separately, as seen in Rule 8.0 of the Rules, 2018, it clearly indicates the intent to provide an inclusive, and not an “**exhaustive**” definition.
19. According to him, when “**means**” specifies the primary scope and “**includes**” follows as a separate clause or phrase, it serves to enlarge the ordinary meaning of the terms, by adding further elements without restricting it solely to those enumerated under it. Such construction suggests that the definition is intended to cover not only what is expressly mentioned but also analogous cases, ensuring that the terms remain broad and adaptable to varied circumstances, including foreign treatment and Tinnitus Masker in the present case.
20. In support, he places reliance on **Hamdard (Wakf) Laboratories Vs. Deputy Labour Commissioner & Ors.**, reported in [(2007) 5 SCC 281], **State of Bombay Vs. Hospital Majdoor Sabha** reported in [AIR 1960 SC 601] and the **Principles of Statutory Interpretation by Justice G.P.Singh, 14<sup>th</sup> Edition**.
21. Referring to Rule 9.0 of the Rules, 2018, Mr. Pathak, learned Amicus Curiae, argues that said Rule clearly indicates the “**exclusions**” and the said exclusion does not cover foreign treatment. Such a prescription, according to him, further substantiates that there is no bar for reimbursement of foreign treatment as per Rule 8.0 of the Rules, 2018 since the exclusion to the said clause is specifically provided in Rule 9.0.
22. Referring to Rule 15.0, Mr. Pathak argues that it is an interpretation clause providing that, where there is no provision in the Rules, 2018, regarding

certain issues related to medical benefits, the provisions contained under the Central Government Medical Attendance Rules will be applicable with the approval of the Director (HR & BD).

- 23.** In this context, the learned Amicus Curiae refers to Rule 11.0 of the Rules, 1944, and argues that said Rule makes a government servant eligible to obtain medical treatment abroad or to claim reimbursement of the cost of medical treatment inside or outside India, in accordance with the provisions of said Rule. Accordingly, he argues that the grounds taken in the impugned order dated 04.03.2024 and dated 20.03.2024 are completely unfounded.
- 24.** The learned Amicus Curiae concludes his arguments by submitting that the petitioner is eligible for consideration of reimbursement of expenses incurred abroad, since Rule 8.0 of the Rules, 2018, employs an inclusive definition, thereby extending the scope of medical benefits beyond those expressly enumerated. Absence of specific exclusion for foreign treatment under Rule 9.0 of the Rules, 2018, further supports the interpretation that such claims are not barred, inasmuch as Rule 15.0 of the Rules, 2018, expressly provides for the Central Government Medical Attendance Rules in cases where the scheme is silent.
- 25.** Par contra, referring to Rule 8.0.(xi), Mr. Tiwari, learned Senior counsel for the respondents, submits that only a Hearing Aid is permitted, that too within a fixed ceiling of Rs. 50,000/-, which has already been approved to the petitioner.
- 26.** The learned Senior Counsel further argues that, under Rule 8.0(xvi), the list of reimbursable artificial appliances does not include the Tinnitus Masker. Therefore, the petitioner is not entitled to a Tinnitus Masker device under the Rule, and accordingly, the employer has rightly rejected his

claim.

27. He further contends that under Rules 11.1. (i), 11.1(v) &11.1. (x), any Medical treatment outside the OIL hospital is required to be pre-approved. Such pre-authorisation of the company is a *sine qua non* for availing treatment. However, the treatment of the petitioner abroad is without any such approval.
28. The medical expenses incurred in a foreign country are to be reimbursed through insurance and are only available to those employees while travelling abroad on an official tour/training programme, which is not applicable in the case of the petitioner, the learned Senior counsel argues.
29. Referring to Rule 11.1 (x), Mr. Tiwari, learned Senior counsel argues that the referral is permissible only within the country and, therefore, even if referred, the petitioner is not entitled to reimbursement of medical expenses incurred in a foreign country.
30. Countering the arguments of Mr. Pathak, learned Amicus Curiae as regards an expansive definition of Rule 8.0, Mr. Tiwari, learned Sr. counsel for the respondents, argues that when the words “**means**” and “**includes**” are used, the same indicate an exhaustive explanation of the meaning, which, for the purpose of the act, must invariably be attached to those words and expressions. In support, he relies on **P. Kasilingam and Ors. Vs. P.S.G. College of Technology and Ors.** reported in [1995 Supp (2) SCC 348].
31. Referring to **Hamdard** (supra), the learned Senior counsel for the respondents, argues that the Apex Court, with no ambiguity, held that when an interpretation clause uses, “**means and includes**”, it will afford an exhaustive explanation to the meaning. In this context, he further relies on

the ratio laid down in **Bharat Co-operative Bank (Mumbai) Ltd. Vs. Co-operative Bank Employees Union** reported in [(2007) 4 SCC 685].

- 32.** The facts, more or less, are not in dispute; it relates to the entitlement of medical benefits claimed by the petitioner, exclusions urged by the respondents, and therefore, interpretation of the Rules, 2018, as well as the Central Civil Services Medical Attendance framework.
- 33.** In the aforesaid backdrop, let this Court now deal with the relevant Rules pressed into service by the learned Amicus Curiae as well as by the learned Sr. counsel for the respondents.
- 34.** The relevant portions of Rule 8.0, Rule 9.0, Rule 11.0, Rule 13.2 and Rule 15.0 of the Rules, 2018 are quoted hereinbelow:

**“8.0 Scope of Medical Benefits:**

(i) Medical attendance and treatment in illness and injury. Treatment means the use of all medical and surgical facilities available in a Hospital/Nursing Home and includes:

a) The employment of pathological, bacteriological, radiological or other methods as considered necessary by the AMA/treating doctor.

b) The supply and use of such medicines, vaccines, blood and blood products or other therapeutic substances and consultation with a specialist as prescribed by the AMA/treating doctor(s).

xi) Procuring hearing aid, if recommended by the attending doctor/ AMA, is permissible within the ceiling as started in Annexure-V, subject to approval of the Competent Authority.

xvi) Artificial appliances as per Annexure-VI.

**9.0 Exclusion:**

i) Cosmetic surgery and other special treatment or appliances not essential for recovery or maintenance of general health and ability unless necessitated due to work accident.

ii) All medical attendance and hospital treatment received without the recommendation of AMA and prior approval of the competent authority, if necessary, except in cases of emergencies for minimum days required to be certified by the Head of

Medical/ AMA as the case may be.

iii) Orthodontic treatment and artificial dentures unless necessitated due to work accident.

**11.0 Referral treatment in outside hospitals:**

**11.1 Referral system:**

- v) Recommended cases for outside treatment should avail treatment at the referred hospital/specialist only. But in special circumstances the same may be availed in any other hospital authorized by the Company at the same place with prior permission, failing which no reimbursement will be made.
- vii) Referral Credit letters to hospitals (both within and outside the state of Assam) in respect of employees of Fields will be issued by the Head of Medical, Duliajan. In respect of other spheres, the referral credit letter will be issued by the respective Head of Administration for the employees of the said sphere only. However, credit letters to the referred hospitals in Delhi, Gurgaon etc. in National Capital Region (NCR) will be issued by Corporate Office, Noida on getting intimation from the office of the Head of Medical, Duliajan or Head of Administration from other spheres.
- x) The referral of a patient from an authorized hospital to any other hospital in the country is to be decided by the Competent Authority as mentioned in 7.0.

**13.2 Medical expenses incurred in foreign country while on tour abroad:**

- i) Employees going abroad on official tour/training programmes will be required to obtain Medical Insurance for the period covered. Premium payable will be reimbursable by the Company.
- ii) The Medical insurance will be limited to the official tour/training period including the time spent in transit from India to the place of tour abroad and back to India. Medical care/treatment taken abroad will be reimbursed by the insurance Company as per the Medical Insurance Policy.

**15.0 Interpretation:**

- ii) Whether there is no provision in this scheme regarding certain issues for medical benefits, the provisions contained under the Central Govt. Medical Attendance Rules will be applicable with the approval of the Director (HR &BD).”

**35.** From the facts of the case, the arguments advanced; the provisions of Rules, 2018, this Court is now called upon to decide as to whether, under the governing regime, a legally enforceable right exists for reimbursement of (i) a Tinnitus Masker, (ii) medical treatment undertaken abroad and (iii) prospective

foreign treatment; and whether the action of the respondent employer is arbitrary, irrational or ultra vires.

**36.** The Rules, 2018 is codified with finite entitlement. Such Rules, 2018 is not advisory guidelines. The same is codified benefits scheme forming part of service conditions.

**37.** A medical reimbursement scheme is, by its very designation, fiscally calibrated. It distributes a definite pool of corporate resources amongst employees according to structured categories, ceilings and conditions. In such schemes, entitlement does not flow solely from medical desirability. It flows from textual authorisation.

**38.** Courts have repeatedly cautioned that in matters of financial and policy allocation, judicial review must be confined to legality and not venture into policy substitution.

**39.** Having regard to the aforesaid settled principles of law, let this Court examine the arguments advanced, based on the issues formulated.

**40.** Rule 8.0 defines “***the scope of medical benefits***”. The expression used is “***treatment means the use of all medical and surgical facilities available in a hospital/nursing home, and includes.....***”

**41.** The argument of the Amicus Curiae hinges on the semantics of “**means**” and “**includes**” as are used separately and is argued that the word “**includes**” renders the definition elastic and capable of embracing modalities not enumerated in that textual content.

**42.** However, jurisprudence does not support such a sweeping reading.

**43.** In **Hamdard (supra)**, the Supreme Court clarified that where a definition employs both ‘**means**’ and ‘**includes**’, the intention is ordinarily to provide an exhaustive explanation. Similarly, in **P.Kasilingam (Supra)**, it was held that the

use of both expressions indicates that the definition is intended to be complete and not illustrative. The same principle was reiterated in **Bharat Cooperative Bank (Mumbai) (supra)**.

**44.** The structure of Rule 8.0 reinforces this interpretation. It first defines treatment as the use of facilities in a hospital/nursing home; then, it enumerates specific components, pathological tests, medicines, specialist consultation, etc. It specifically and separately addresses hearing aids under Rule 8.0. (xi), with a fixed ceiling. It restricts reimbursement for artificial appliances to those listed in Annexure-VI, under Rule 8.0. (xvi).

**45.** In the opinion of this Court, this layered drafting indicates categorisation, not expansion. When a specific device, a hearing aid, is expressly recognised and capped at Rs. 50,000/-, the Rule demonstrates a conscious intention to treat Auditory Assistance devices differently. The omission of Tinnitus Masker from Annexure-VI or from the enumerated list is, therefore, in the opinion of this Court, not accidental but it is deliberate.

**46.** The maxim "***expressio unius est exclusio alterius***", in the opinion of this Court, applies in the given facts of the present case. In Latin, it means "***the mention of one thing implies the exclusion of others***"

**47.** This maxim plays a vital role in assisting Courts in determining intention by specifying particular items or conditions, particularly in contracts. Though such a maxim should be applied cautiously, in the case in hand, when certain items are expressly provided, others of the same genus are impliedly excluded unless expressly incorporated.

**48.** Therefore, accepting the petitioner's construction could render Annexure-VI otiose. This Court cannot adopt an interpretation that undermines the Rule's internal architecture.

49. Now, let this Court address arguments on Rule 9.0.
50. The learned Amicus Curiae argues that since foreign treatment is not expressly excluded under Rule 9.0, it must be deemed permissible.
51. Statutory logic does not support such reasoning.
52. Rule 9.0 removes certain items from a domain that would otherwise be granted. This Rule does not enlarge the scope of Rule 8.0, inasmuch as, an exclusion clause presupposes an existing entitlement and carves out an exception. It cannot be used or interpreted as a vehicle for creating new entitlements. The absence of prohibition is not equivalent to the existence of a right. The service benefits must trace their origin to a prescribed affirmative position and not to silence.
53. Rule 11.1. (xi) expressly states that the **referral to any other hospital in the country** is to be decided by the competent authority. No separate referral procedure for treatment abroad for employees employed in India is prescribed under the Rules. The referral is required when the treatment is outside Oil hospital, Duliajan and in any hospital in the country. Moreover, when the Rule maker intended to address foreign treatment, it did so separately under Rule 13.2. Even there, it is admissible only in the context of official tours/training abroad, subject to mandatory reimbursable medical insurance.
54. Thus, the phrase "**in the country**" is territorial and restrictive. In this Court's opinion, it is a conscious limitation.
55. The structural segregation under the Rules, 2018 demonstrates the Rule maker's intent: domestic referral is permissible with prior approval, and foreign treatment is permissible only during official foreign travel under insurance.
56. The petitioner does not fall within the second category. He travelled

abroad on personal leave after being refused permission.

**57.** The absence of prior approval is fatal under Rule 9.0. (ii), which excludes treatment received without recommendation and prior approval, except for emergencies, from any reimbursement. No emergency is pleaded in this case.

**58.** Now, addressing Rule 15.0, the same is an interpretative clause. It states that where there is no provision in the scheme, the Central Government Medical Attendance Rules may apply, subject to the approval of the Director (HR and BD).

**59.** Three features are very important under this Rule: it operates only when the scheme is silent; it requires approval, and it is discretionary, not automatic.

**60.** Thus, it does not create a vested right to invoke Rule 11.0 of the Rules, 1944. Even under Rule 11.0 of the Rules, 1944, foreign treatment requires prior sanction. This Court cannot convert a conditional administrative power into a mandatory obligation.

**61.** The respondents' argument that doctors at Apollo Hospital clarified that the foreign referral was based on the petitioner's insistence, in the opinion of this Court, is not at all relevant for the determination of the present lis, in the backdrop of the determinations made hereinabove.

**62.** Therefore, a claim for treatment at a foreign specialised clinic or reimbursement of medical equipment, not permitted under the medical scheme of the employer, cannot be constitutionalised into an enforceable fundamental right under Article 21 of the Constitution, based on a prescription made in the Rules, 2018.

**63.** In conclusion, the architecture of Rules, 2018 reflects a closed, structured entitlement system. The Tinnitus Masker is not enumerated. Foreign

treatment outside official travel is not contemplated. For any referral, prior approval is mandatory. Rule 15.0 does not automatically import the Rules, 1944 to the Rules, 2018.

**64.** For the aforesaid reasons, the petitioner's claim for reimbursement of the Tinnitus Masker, treatment abroad and future follow-up treatment abroad is held to be not sustainable under the Rules, 2018.

**65.** The sympathy of this Court with the petitioner cannot substitute for statutory authorisation. This Court must resist the temptation to rewrite policy under the guise of interpretation and be influenced by sympathy.

**66.** Now, coming to the prayer for damages and enquiries, the pleadings of the parties, without any doubt, raise disputed questions of fact, i.e., whether negligence occurred, whether there was a breach of duty, and whether causation is established. These are evidentiary matters requiring expert testimony.

**67.** A Writ jurisdiction under Article 226 of the Constitution is not a forum for adjudicating tortious liability in the absence of admitted or incontrovertible facts.

**68.** It is important to record that the petitioner's right to health under Article 21 of the Constitution is not an issue. The employer claims that it had provided medical facilities, referrals, and reimbursement within the scheme; the petitioner alleges that he was wrongly denied his rightful claim under the Rules, 2018. However, the aforesaid contentions have already been addressed in the foregoing paragraphs.

**69.** Accordingly, the damages claimed, and the enquiry sought, cannot be sustained within the contours of Article 226 of the Constitution.

**70.** Accordingly, the writ petition stands dismissed. Parties to bear their own

costs.

**71.** While parting with the record, it is made clear that the petitioner shall be at liberty to approach the appropriate forum for damages and compensation, if so advised.

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**JUDGE**

**Comparing Assistant**