

Court No. - 40**Case :-** WRIT - C No. - 20071 of 2024**Petitioner :-** Sadhna Sahu**Respondent :-** Union Of India And 5 Others**Counsel for Petitioner :-** Nishant Mishra, Vinay Kumar**Counsel for Respondent :-** A.S.G.I., Bimalesh Ch.
Tripathi, C.S.C., Sudarshan Singh**Hon'ble Shekhar B. Saraf, J.****Hon'ble Manjive Shukla, J.**

1. Heard Sri Nishant Mishra and Sri Vinay Kumar, learned counsel appearing for the petitioner, Sri Sudarshan Singh, learned counsel appearing for Respondent No.1 and learned Standing Counsel appearing for Respondents No. 2 to 6.

2. This is a writ petition under Article 226 of the Constitution of India wherein the petitioner is aggrieved by the impugned order passed by the respondent no.6 under '**Pradhan Mantri Garib Kalyan Package : Insurance Scheme for Health Workers Fighting COVID-19**'.

3. The grounds taken by the authorities are dual in nature. The first ground is that death of the petitioner's husband took place subsequent to three months of the date 28.3.2020 and therefore, the same would not be covered by the Scheme. It is to be noted that the Scheme had been extended vide several notifications including the one bearing No. F.No.Z. 21020/16/2028-PH issued on April 26, 2021. By virtue of this notification it is clear that the Scheme was extended twice upto 24.3.2021. Furthermore, the notification clarifies that the period shall continue for a period of 180 days w.e.f. 24.4.2021. Since the petitioner's husband expired on 8.5.2021, he would be covered under the Scheme. The second reason given in the rejection order that the petitioner was not

directly working in Covid ward but was a Ward Boy in the O.P.D. Department.

4. The beneficial schemes provided by the Government are not to be read in a technical manner and are required to be looked in a holistic manner. The relevant portion of the order dated 28.03.2020 is provided below:-

"i. It will be a comprehensive personal accident cover of Rs. 50 lakh for ninety (90) days to a total of around 22.12 lakh public healthcare providers, including community health workers, who may have to be in direct contact and care of COVID-19 patients and who may be at risk of being impacted by this. It will also include accidental loss of life on account of contracting COVID-19."

5. Upon perusal of the said paragraph, it appears that Health Workers who may be at risk of being impacted by COVID-19 including accidental loss of life on account of contracting COVID-19 would also be included in the same order.

6. Reliance may be placed on the Delhi High Court judgment in **Sangeeta Wahi -v- Union of India and others**, reported in **2023 SCC OnLine Del 6808**. The ratio of the said judgment is provided below:-

"8. Covid-19 Pandemic struck the country in March, 2020. Lakhs of persons lost their lives in the Pandemic. Police officials, healthcare workers, Doctors, Paramedics, etc. were braving the Pandemic and were in the line of duty to provide assistance to persons who fell victims to the life taking virus. Concerns had been raised regarding the country's healthcare system and its capacity to cope with the massive outbreak. Doctors, nurses, paramedical staff, including security staff in various hospitals, were working day and night to streamline the patients to ensure that the patients are screened at the earliest and are quarantined so that the virus does not spread. Persons who were affected by any fever were in a state of panic and not knowing what is to be done, they were rushing to hospitals not knowing where to go and whom to meet. People were crowding OPDs and the causality in the hospital to get themselves screened. At this juncture, it was these security guards, paramedical staff, who not only to ensured the safety of the hospitals but were also acting as guides by directing the patients to approach the correct centre. It, therefore, cannot be said that the security guards who were posted at various places were not in direct contact of Covid-19 patients. It is well known that Covid-19 virus spread through air and any patient who was coming to the hospital could have been infected by the virus, whether he/she was symptomatic or not. The patients got in touch with many service providers, be it security guards, nurses, paramedical staff, who might or might not have been posted in the Covid-19 ward. The Central Government, therefore, cannot take such a narrow approach that only such persons who were posted in the Covid-19 ward or centre only will be covered by the "Pradhan Mantri Garib Kalyan Package: Insurance scheme for health workers fighting COVID-19". The Scheme was actually brought out as a measure to benefit the family members of persons who became martyrs in the line of duty while protecting thousands of persons affected by Covid-19 Pandemic. Taking such a narrow view actually goes against the spirit of the Scheme which was meant to provide immediate relief to persons who were tackling the situation and were protecting the lives of thousands of patients. This Court can take judicial notice of

the fact that any person having mildest of the symptoms of Covid-19 was getting himself/herself tested. Poor people who could not afford private testing centres were rushing to the Government hospitals. A normal person would never know that there is a special Covid- 19 ward and his normal reaction would be to approach either the OPD desk or the casualty of the hospital to meet the Doctor. At that point of time, to streamline the queue, the services of the security guards were availed. The security guards were also directing the people to the Departments where the patients have to approach in order to get themselves treated. It, therefore, cannot be said that the late husband of the Petitioner herein, who died of Covid-19 which he may have contracted in the Hospital, was not in direct contact with the Covid-19 patients.

9. *The Scheme has been brought out as a social welfare scheme and application of such schemes are not to be put in Procrustean beds or shrunk to Liliputian dimensions. Welfare Schemes must necessarily receive a broad interpretation. Where Scheme is designed to give relief, the Court should not be inclined to make etymological excursions [refer: [Workmen v. American Express International Banking Corpn.](#), (1985) 4 SCC 71].*

10. *The Apex Court in Regl. [Provident Fund Commr. v. Hooghly Mills Co. Ltd.](#), (2012) 2 SCC 489, has observed as under:*

"24. If we look at the modern legislative trend we will discern that there is a large volume of legislation enacted with the purpose of introducing social reform by improving the conditions of certain class of persons who might not have been fairly treated in the past. These statutes are normally called remedial statutes or social welfare legislation, whereas penal statutes are sometime enacted providing for penalties for disobedience of laws making those who disobey, liable to imprisonment, fine, forfeiture or other penalty.

25. The normal canon of interpretation is that a remedial statute receives liberal construction whereas a penal statute calls for strict construction. In the cases of remedial statutes, if there is any doubt, the same is resolved in favour of the class of persons for whose benefit the statute is enacted, but in cases of penal statutes if there is any doubt the same is normally resolved in favour of the alleged offender.

26. It is no doubt true that the said Act effectuates the economic message of the Constitution as articulated in the directive principles of State policy. Under the directive principles the State has the obligation for securing just and humane conditions of work which includes a living wage and decent standard of life. The said Act obviously seeks to promote those goals. Therefore, the interpretation of the said Act must not only be liberal but it must be informed by the values of the directive principles. Therefore, an awareness of the social perspective of the Act must guide the interpretative process of the legislative device."

11. *In view of the above, the narrow and pedantic stand taken by the Central Government cannot be accepted and the Petitioner is entitled to the benefit of "Pradhan Mantri Garib Kalyan Package: Insurance scheme for health workers fighting COVID-19".*

7. Keeping in view the above judgment, we are of the view that the present case is very much covered by '**Pradhan Mantri Garib Kalyan Package : Insurance Scheme for Health Workers Fighting COVID-19**' as the petitioner's husband was a Ward Boy working in the O.P.D. that was just opposite the Covid Section. The pedantic view taken by the authorities is without application of mind that too with narrow interpretation of the said

Scheme. Such an interpretation would be wholly contrary to the intention of the said Scheme.

8. Accordingly, the impugned order dated 29.2.2024 is quashed and set aside with a direction given on the authorities concerned to implement the Scheme expeditiously. The petitioner should be provided with the ex-gratia payment in accordance with law preferably within a period of three months from date.

9. With the above direction, the writ petition is allowed.

Order Date :- 23.7.2024

Salim