

APHC010179532022



**IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI
(Special Original Jurisdiction)**

[3332]

MONDAY, THE 10th DAY OF AUGUST 2026

PRESENT

THE HONOURABLE SRI JUSTICE RAVI CHEEMALAPATI

WRIT PETITION NO: 10281/2022

Between:

1.SMT.S.A.CHINNA KASIM BI,, W/O LATE S.MURTHU BASHA, AGED ABOUT 54 YEARS, OCC HOUSE WIFE,R/O H.NO.45-A,SKANDA HIBISCUS,ULCHALA ROAD, KURNOOL POST AND DISTRICT.A.P.- 518 003

...PETITIONER

AND

- 1.THE STATE OF ANDHRA PRADESH, REP.BY ITS PRINCIPAL SECRETARY TO GOVERNMENT, HEALTH,MEDICAL AND FAMILY WELFARE DEPT., A.P.SECRETARIAT, AMARAVATHI,A.P.-522237.
- 2.THE UNION OF INDIA, REP.BY ITS SECRETARY AND MISSION DIRECTOR(NHM), MINISTRY OF HEALTH AND FAMILY WELFARE,NIRMAN BHAVAN, NEW DELHI-110011.
- 3.THE DIRECTOR OF PUBLIC HEALTH AND FAMILY WELFARE, ANDHRA PRADESH,D.NO.189,2ND FLOOR,HIMAGNA TOWERS,NTR MARG, LIC COLONY,B.BLOCK,GOLLAPUDI,VIJAYAW-ADA,KRISHNA DISTRICT,A.P-521225.
- 4.THE DISTRICT MEDICAL AND HEALTH OFFICER, KURNOOL-518 002.
- 5.THE CIVIL SURGEON SPECIALIST COMMUNITY HEALTH CENTRE APVVP, YEMMIGANUR POST AND MANDAL, KURNOOL

DISTRICT,A.P.-518 350.

6.THE MEDICAL OFFICER, PRIMARY HEALTH CENTRE, POLAKAL POST,KURNOOL DISTRICT.

7.THE COLLECTOR AND DISTRICT MAGISTRATE, KURNOOL-518 002.

...RESPONDENT(S):

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased topleased to issue a writ or direction,more particularly in the nature of Writ of Mandamus declaring the inaction of the Respondents in not taking any action to Claim to pay the Insurance amount under the Pradhan Mantri Garib Kalyan Package Insurance Scheme for Health Workers Fighting COVID-19 as illegal,arbitrary,biased, unconstitutional, unreasonable, discriminatory, against to the natural justice and detrimental to the Fundamental Rights of the Petitioner and violative of Article 14 and Article 16 of the Constitution of India,conseduently direct the respondents to pay the above insurance amount to the petitioner with interest at once and pass

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Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to call all the documents relating to the Pradhan Mantri Garib Kalyan Package : Insurance Scheme for Health Workers Fighting COVID-19 from the Respondents to direct them to pay the Insurance amount at once and pass

Counsel for the Petitioner:

1.K P ABHI RAM

Counsel for the Respondent(S):

1.GP FOR MED HEALTH AND FAMILY WELFARE

The Court made the following:

ORDER

This Writ Petition is filed questioning the inaction of the respondents in taking action to claim/to pay the Insurance amount under the Pradhan Mantri Garib Kalyan Package: Insurance Scheme for Health Workers Fighting COVID-19.

2. The case of the petitioner, in brief, is that Sri Shaik Murthu Basha, husband of the petitioner, worked as a Para Medical Ophthalmic Officer at PHC Polakal and was deputed to attend duties at Vision Centre, CHC Yemmiganur under Dr. YSR Kanti Velugu Phase II to examine the eyes of the patients with effect from 24.01.2010. That he died on 25.08.2020 contracting COVID-19 as a Health Worker Fighting COVID-19 while on active service. As per the Insurance cover provided by government of India under 'Pradhan Mantri Garib Kalyan Package: Insurance Scheme for Health Workers Fighting Covid-19 vide D.O.No.F.No.Z-18016/1/2020/PMGGKP-NHMII, dated 03.04.2020. Accordingly the petitioner applied for the central insurance cover, but proposals sent on April 19, 2021 were returned due to a missing signature from the Civil Surgeon Specialist (CHC Yemmiganur) and thereafter there was no further action on the same. It is the further case of the petitioner that similarly situated legal heirs of the government employees of health department have received insurance amounts, but despite lapse of

considerable time, the said insurance has not been paid to the petitioner. Hence, the writ petition.

3. The respondent no.4-District Medical & Health Officer, Kurnool District, filed counter affidavit denying the material averments of the petition and further contending that the Scheme guidelines (PMGK Package) require proof that the deceased was officially deployed/drafted for direct care of COVID-19 patients. The Medical Superintendent, Area Hospital, Yemmiganur confirmed vide letter dated April 15, 2022 that no pre-dated COVID Duty Allotment letter was issued to the deceased and his duties were restricted to examining routine ophthalmic cases under Dr. YSR Kanti Velugu Phase-II and referring general cases, not managing active COVID-19 patients. Therefore, the petitioner is not entitled for the benefit of the PMGK Package scheme. Accordingly, prayed to dismiss the writ petition.

4. Heard Sri K.P.Abhi Ram, learned counsel for the petitioner and the learned Government Pleader for Medical & Health.

5. Sri K.P.Abhi Ram, learned counsel for the petitioner, while reiterating the contents of the writ affidavit would contend that as per the Insurance cover provided by government of India under 'Pradhan Mantri Garib Kalyan Package: Insurance Scheme for Health Workers Fighting Covid-19 vide D.O.No.F.No.Z-18016/1/2020/PMGGKP-NHMII, dated 03.04.2020, since

husband of the petitioner died on 25.08.2020 contracting COVID-19 as a Health Worker Fighting COVID-19 while on active service, the petitioner is entitled for insurance amount. He would further contend that though the petitioner submitted proposals of insurance coverage of PMGK Package, the authorities are not taking any action. Accordingly, prayed to allow the writ petition.

6. On the other hand, learned Government Pleader for Medical & Health while reiterating the contents of the counter affidavit would contend that Scheme guidelines (PMGK Package) require proof that the deceased was officially deployed/drafted for direct care of COVID-19 patients and since the letter dated April 15, 2022 of the Medical Superintendent, Area Hospital, Yemmiganur confirmed that no pre-dated COVID Duty Allotment letter was issued to the deceased and his duties were restricted to examining routine ophthalmic cases under Dr. YSR Kanti Velugu Phase-II and referring general cases, not managing active COVID-19 patients, the petitioner is not entitled for extension of benefit of PMGK Package. That the writ petition being meritless deserves dismissal. Accordingly, prayed to dismiss the writ petition.

7. Perused the material available on record and considered the submissions made by learned counsel for the parties.

8. The Pradhan Mantri Garib Kalyan Package (PMGKP) is a comprehensive personal accident insurance scheme providing Rs.50 lakh cover to public and private healthcare providers, community workers, and outsourced staff who suffered accidental loss of life or disability while directly managing or treating COVID-19 patients.

9. In ***Sangeeta Wahi vs. Union of India and others***¹, the Delhi High Court held thus:

"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*

¹.2023 SCC OnLine Del 6808.

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"

10. No doubt, the petitioner's husband was deputed to work at vision Centre, community Health Centre, Yemmiganur Mandal. As per the certificate issued by the Civil Surgeon Specialty, Community Health Centre (APVVP), Yemmiganur, Kurnool District, he has attended his regular duties and he having been infected with covid-19 on 06.08.2020 and expired on 25.08.2020.

11. The facts of the decision referred to supra is squarely applicable to the facts of the case on hand. Since husband of the petitioner was deputed to work during covid-19 pandemic at vision centre, which though not related to managing active COVID-19 patients, the fact that he died having been infected with covid-19 while in active service as a health worker, he can be treated as a health workers fighting COVID-19 and hence the petitioner is entitled to get the benefits of Pradhan Mantri Garib Kalyan Package : Insurance scheme for Health workers Fighting COVID-19. The approach of the

authorities in rejecting the claim made by the petitioner is without application of mind and too with narrow interpretation of the said scheme.

12. In the above view of the matter, the writ petition is disposed of, directing the authorities to consider the petitioner's claim as per the Pradhan Mantri Garib Kalyan Package : Insurance scheme for Health workers Fighting COVID-19 and release the insurance amount as per her entitlement, as expeditiously as possible, at any rate not later than two (02) months from the date of receipt of copy of this order. There shall be no order as to costs.

Pending miscellaneous petitions, if any, shall stand closed.

10TH August, 2026

JUSTICE RAVI CHEEMALAPATI
RR