

IN THE COURT OF APPEAL OF THE DEMOCRATIC SOCIALIST REPUBLIC OF  
SRI LANKA

In the matter of an application for  
mandate in the nature of Writs of  
Certiorari and Prohibition under Article  
140 of the Constitution.

Ranwalage Salindra Roland Genedius  
Karunaratne  
No.314, Havelock Road,  
Colombo 05.

PETITIONER

CA Writ App No:  
352/2018

Vs.

1. Janatha Estate Development Board(JEDB)  
No.55/75,  
Vauxhall Lane,  
Colombo 02.
2. The Chairman  
Janatha Estate Development Board,  
No.55/75,  
Vauxhall Lane,  
Colombo 02.
3. The Secretary  
Ministry of Public Enterprise  
Development and Kandy City  
Development,

Level 36, East Tower,  
World Trade Center,  
Echelon Square,  
Colombo 01.

3A. The Secretary  
Ministry of Plantation & Community  
Infrastructure,  
11<sup>th</sup> Floor,  
Sethsiripaya 2<sup>nd</sup> Stage,  
Battaramulla.

4. Land Reform Commission  
No. 475,  
Kaduwela Road,  
Battaramulla.

5. The Chairman  
Land Reform Commission,  
No. 475,  
Kaduwela Road,  
Battaramulla.

6. The Secretary  
Ministry of Lands and Parliamentary  
Reforms,  
“Mihikatha Medura”  
Land Secretariat,  
No. 1200/6, Rajamalwatta Rd,  
Baththaramulla.

## RESPONDENTS

Before : Dhammika Ganepola, J.  
Adithya Patabendige, J.

**Counsel** : Sandamal Rajapakse with Lakmal  
Sooriyagoda for the Petitioner.  
Sadun Senadhipathi for the 1<sup>st</sup> and 2<sup>nd</sup>  
Respondents.  
Thisath Wijeyagunawardena, P.C. with  
Gihan Liyage and A. Edirisooriya  
instructed by Mallawarachchi Associates  
for the 4<sup>th</sup> and 5<sup>th</sup> Respondents.  
Sachitha Fernando, S.C. for the 6<sup>th</sup>  
Respondent.

**Argued on** : 2025.12.11

**Written Submissions  
tendered on** : 4<sup>th</sup> and 5<sup>th</sup> Respondent : 02.02.2026

**Decided on** : 2026.02.26

**Dhammika Ganepola, J.**

The 1<sup>st</sup> Respondent, Janatha Estate Development Board, and the Petitioner entered into an indenture of lease bearing no. 552, dated 23.02.2018, marked P6, to demise and lease 66 acres of land to the Petitioner. The Petitioner has settled all the due rent and other charges to the 1<sup>st</sup> Respondent in terms of the above lease agreement. Subsequently, the Petitioner incorporated a company called “Mount Pearl Plantations (PVT)Ltd” to cultivate Agarwood, and to encourage the legal trade in the supply of Agarwood raw material, investing more than Rs. 1,500,000/- for the initial development of the above land.

The Petitioner states that the above land was originally vested in the 4<sup>th</sup> Respondent, Land Reform Commission, by virtue of the Gazette

Extraordinary No. 257/7 dated 21.03.1977 marked P10a and was subsequently transferred the possession and management of the land to the 1<sup>st</sup> Respondent by virtue of an Agreement dated 01.03.1983 marked P10. Clause 17 of the said Agreement outlines the method for resolving any disputes that may arise between the parties. Despite that, the Petitioner received a letter dated 18.06.2018, marked P9, from the 4<sup>th</sup> Respondent, the Land Reform Commission, addressed to the 1<sup>st</sup> Respondent and copied to the Petitioner, stating that the land in issue in the instant application is owned by the 4<sup>th</sup> Respondent and demanding the immediate cancellation of the Lease Agreement marked P6.

Afterwards, a Quit Notice marked P13, issued under Section 3 of the State Lands (Recovery of Possession) Act No.07 of 1979, has been affixed in the land in issue by the 4<sup>th</sup> Respondent, demanding that the Petitioner vacate the land. The Petitioner states that the 4<sup>th</sup> Respondent is not empowered to issue such a Quit Notice as per the above-mentioned Clause 17 of the Lease Agreement and the Cabinet Decision No.75 dated 22.05.2018 marked P14, which stipulated guidelines for resolving disputes between two Government institutions to prevent one public institution from instituting legal action against another public institution.

The Petitioner asserts a legitimate expectation to possess the land in question in accordance with the Lease Agreement marked P6, as the lessor, being a Government Agency, is bound to honour the lease. The Petitioner further argues that a fair hearing was not given prior to the issuance of the impugned Quit Notice marked P13, and the 4<sup>th</sup> Respondent is not authorised to issue a Quit Notice, as the right and possession of the land were transferred to the 1<sup>st</sup> Respondent effective from 01.03.1983 by the said Agreement marked P10. Accordingly, the Petitioner claims that the purported decision to acquire the land in issue and the issuance of the Quit Notice are unlawful, arbitrary, and violate the Petitioner's legitimate expectations. In this context, the Petitioner, *inter alia*, seeks the Writs of Certiorari to quash the decision dated 18.06.2018, to nullify the Lease Agreement No.552 marked P6 reflected in document marked P9, and the Quit Notice marked P13. Further, Petitioner seeks a Writ of Prohibition restraining the 4<sup>th</sup> to 6<sup>th</sup>

Respondents from executing the decision reflected in the document marked P9, which aims to cancel the Lease and seize the land in question.

In the statement of objections filed by the 1<sup>st</sup> and the 2<sup>nd</sup> Respondents averred that the 3<sup>rd</sup> Respondent Commission had handed over the possession and management of the said premises to the 1<sup>st</sup> Respondent with effect from 01.03.1983 by way of the Agreement dated 01.03.1983 marked P10. Although the said Agreement denotes that the 3<sup>rd</sup> Respondent has agreed to hand over the possession and management of the premises fully described in the several Schedules attached thereto to the 1<sup>st</sup> Respondent, no Schedule has been included in the said Agreement marked P10. No land, particularly the Mount Pearl Estate, the land in issue, is referred to in the Agreement P10. Hence, no right or title to land in issue is derived by the 1<sup>st</sup> Respondent from the Agreement marked P10. Moreover, the Agreement marked P10 is not a notarially executed document in terms of Section 2 of the Prevention of Frauds Ordinance. Section 2 of the Prevention of Frauds Ordinance can be stated as follows;

*“2. (1) No sale, purchase, transfer, assignment, or mortgage of land or other immovable property, and no promise, bargain, contract, or agreement for effecting any such object, or for establishing any security, interest, or incumbrance affecting land or other immovable property (other than a lease at will, or for any period not exceeding one month), nor any contract or agreement for the future sale or purchase of any land or other immovable property, and no notice, given under the provisions of the Thesawalamai Pre-emption Ordinance, of an intention or proposal to sell any undivided share or interest in land held in joint or common ownership, shall be in force or avail in law unless –*

*(a) the relevant deed or instrument shall be in writing, signed by every executant or by any person duly authorised by such executant and the witnesses in the presence of a licensed notary public present at the same time and in the presence of one another, and the same shall be attested by such notary; and”*

Therefore, the Agreement marked P10 is of no force or avail in law, and neither the Petitioner nor the 1<sup>st</sup> Respondent is entitled to claim any right to the land in issue.

The Petitioner claims a legitimate expectation to have and to hold the demised land in issue based on the Lease Agreement marked P6. However, neither the 3<sup>rd</sup> Respondent nor the 4<sup>th</sup> Respondent is a party to the Lease Agreement marked P6.

In the instant application, the Petitioner challenges the decision/order reflected in the letter marked P9 and the Quit Notice marked P13 issued by the 4<sup>th</sup> Respondent. Accordingly, the decision maker in the instant application is the 4<sup>th</sup> Respondent. A legitimate expectation could have arisen in the mind of the Petitioner if the representation of the 4<sup>th</sup> Respondent had led to an understanding that the lawful ownership had been transferred to the 1<sup>st</sup> Respondent. There is no material before this Court to the extent that the land in issue had been legally transferred to the 1<sup>st</sup> Respondent by the 3<sup>rd</sup> Respondent. As mentioned above, the Agreement marked P10 is a defective document and moreover cannot be in force or avail in law. The Petitioner in his counter affidavit states that he has relied on the warrant of the 1<sup>st</sup> Respondent that it is the lawful owner of the demised Estate and that it possessed the lawful right to lease the demised land as set out in the terms and conditions in the Indenture of Lease. Hence, the Petitioner has relied on an incorrect representation made by the 1<sup>st</sup> Respondent. Accordingly, there is no basis in law to contend that the 3<sup>rd</sup> or the 4<sup>th</sup> Respondent has created a legitimate expectation in the mind of the Petitioner.

The Petitioner further claims that he was not given a fair hearing before the issuance of the impugned Quit Notice marked P13. The said Quit Notice has been issued under Section 3 of the State Land (Recovery of Possession) Act No. 7 of 1979, as amended. As per the above Section 3, there is no requirement to give a hearing before issuance of the Quit Notice. What is required is that a competent authority to form an opinion as to whether the land in issue is State land. The Petitioner advanced another argument that the 4<sup>th</sup> and 5<sup>th</sup> Respondents are not entitled to make a decision to acquire land or issue a Quit Notice, violating Clause 17

of the Agreement marked P10 and the Cabinet decision marked P13. However, consideration of such an issue does not arise as the Agreement marked P10 is no force or avail in law.

In the foregoing reasons, it is my view that this is not a fit and proper case to exercise the discretionary powers of this Court. Accordingly, I am not inclined to grant any of the relief prayed for in the Petition of the Petitioner.

*Application is dismissed without cost.*

Judge of the Court of Appeal

Adithya Patabendige, J.

I agree.

Judge of the Court of Appeal