

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

In the matter of an application for mandates in the nature of Writs of Certiorari, and Mandamus under Article 140 of the Constitution of the Democratic Socialist Republic of Sri Lanka.

Mohamed Hamdun Mohamed Niflas,
No.146/3,
Marikkar Road,
Dargatown.

PETITIONER

CA WRIT Application No.883/2025

Vs.

1. Kasun Niroshan Munasinghe,
Chairman,
Muthugama Pradeshiya Sabha,
Mathugama.

2. Mathugama Pradeshiya Sabha,
Mathugama.

3. Chandana Abayarathna,
Minister of Local Government,
Public Administration and Provincial
Council,
Independence Square,
Colombo 07.

RESPONDENTS

Before: **R. Gurusinghe J.**

&

Dr. Sumudu Premachandra J.

Counsel: Faiser Musthapha, PC with Mohamed Haris, Noor Mohammed, Sieria Amarasiri and D. Seneviratna for the Petitioner instructed by Sanjeeva Kaluarachchi.

Amandhi Jayasinghe for the 1st and 2nd Respondents.

Written Submissions: By the Petitioner on 18/02/2026

By the 1st and 2nd Respondents on 11/02/2026

Argued On : 12/01/2026

Judgement On : 26/02/2026

Dr. Sumudu Premachandra J.

1] This petition concerns a legal challenge by a licensed butcher, the Petitioner, against the Pradeshiya Sabha (local authority) regarding the unlawful restriction of his trade. The Petitioner, who has operated since 2019, alleges that the Respondents have refused to issue a mandatory annual license under the Butchers Ordinance, instead forcing him to accept monthly licenses at an inflated fee. Furthermore, he claims the authorities have unlawfully restricted his right to sell meat at his own private premises (No. 57B, Main Road, Welipenna), instead compelling him through an expensive tender process to rent a dilapidated, unhygienic market stall provided by the 2nd Respondent-Pradeshiya Sabha.

2] The Petitioner argues that these actions are ultra vires (beyond legal authority) and a violation of the Butchers Ordinance, which stipulates that licenses should be annual and fees should not exceed 25 rupees. He highlights that despite paying over 9 million rupees for the "right to sell meat" in 2025 under duress, the Pradeshiya Sabha provided premises are unfit for public health and pose a risk of disease. In contrast, the Petitioner's own premises have been cleared by

the Public Health Inspector and the Central Environmental Authority as suitable for the trade.

3] In seeking legal redress, the Petitioner is asking the Court for a Writ of Mandamus to compel the Respondents to issue a proper annual license for his specific premises. He also seeks to declare the expensive rental agreement (X23) null and void, requesting a full refund of the payments made under that agreement.

4] The Petitioner prays for this Court:-

- a) To issue notice on the respondents;
- b) To issue a Writ of Mandamus directing the 1st and/or the 2nd respondents to issue a license to the Petitioner in terms of Form A prescribed in the schedule to the Butchers Ordinance authorizing the petitioner to slaughter animals at premises No. 11/C, Muslim Road, Welipanna and carry on the trade a Butcher at the premises No. 57B, Main Road, Welipanna;
- c) To issue a mandate in the nature of a Writ of Certiorari, to quash the decision/s if any to issue only a monthly license to the petitioner under the Butchers Ordinance;
- d) To issue a Writ of Mandamus directing the 1st and/or the 2nd respondents to act in terms of the Butchers Ordinance;
- e) To issue a Writ of Certiorari quashing the agreement produced marked X23;
- f) To issue a Writ of Mandamus directing the 1st and/or the 2nd respondents to refund the sum collected from the petitioner as per the agreement marked X23;
- g) To issue a Writ of Mandamus directing the 1st and/or the 2nd respondents to refund the sum collected from the petitioner as monthly license fee for the last 24 hours;
- h) To issue an interim order directing the 1st and/or the 2nd respondents to issue a license to the petitioner in terms of Form A prescribed in the schedule to the Butchers Ordinance authorizing the petitioner to

slaughter animals at premises No.11/C, Muslim Road, Welipanna and carry on the trade a Butcher at the premises No.57B, Main Road, Welipanna until the final determination of this application;

- i) To issue an interim order suspending and/or staying the operations of the agreement produced marked X23 until the final determination of this application;
- j) To grant costs;
- k) To grant such other and further relief as Your Lordships shall seem fit and meet.

5] The Respondents argue that while the Petitioner was granted monthly licenses to operate a slaughterhouse at a private residence (No. 11/C, Muslim Road), this does not grant an automatic right to sell meat at a separate private location (No. 57/B, Main Road). They maintain that according to the Butchers Ordinance and the Pradeshiya Sabha Act, the authority has the discretion to designate specific public market premises for the sale of meat to ensure public health and regulatory compliance.

6] The Respondents highlight significant regulatory failures on the part of the Petitioner as grounds for denying the annual license. Specifically, they claim the Petitioner failed to provide a valid Environmental Protection License (EPL) from the Central Environmental Authority in a timely manner, only applying for it mid-way through 2025. Furthermore, they dispute the validity of a recommendation letter (marked X37) purportedly from a Public Health Inspector, asserting it was issued without the authorization of the Medical Officer of Health (MOH). They argue that without proper building plans, title deeds, and environmental approvals for the private site, they are under no legal obligation to issue the requested licenses.

7] The Respondents state that the Petitioner entered a voluntary lease agreement (marked X23) for a designated beef stall near the Welipanna public market after being the highest bidder in a public tender. They contend that the high rental fees (Rs. 9,001,000 annually) and deposit requirements were part of a lawful contract for the use of public premises, not a "right to sell meat" in general. They conclude that the Petitioner has no legal grounds for a writ, as the authorities acted within their power to manage public health risks and enforce local by-laws.

8] The Respondents contend that the Petitioner is bound by a valid lease agreement for a public market stall, for which an annual rental of Rs. 9,001,000

was voluntarily agreed upon and income was earned throughout 2025; therefore, the Petitioner has no legal right to seek a refund of these contractual payments through Writ jurisdiction. Furthermore, the Respondents claim the Petitioner failed to follow the mandatory statutory procedures under the Butchers Ordinance including public notification and an objection period for a private license application, which they allege was filed in bad faith with the "ulterior motive" of closing the competing public market. Ultimately, the Respondents assert that their actions remained within legislative bounds and pray that the court dismiss the petition with costs, as the Petitioner has not demonstrated an infringement of a legal right or a valid basis for a Writ of Mandamus or Certiorari.

9] I now consider the merits of this application. The Petitioner contends that under Section 5 of the Butchers Ordinance, licenses must be issued on an annual basis (each expiring on December 31st) for a fee not exceeding Rs. 25. He contends that the Respondents acted illegally by issuing restrictive monthly licenses and forcing him into a tender process to "lease" a beef stall at high costs (Rs. 9,001,000 annually). Furthermore, he claims the license issued under the Ordinance should inherently include both the slaughtering of animals and the exposure of meat for sale at his private premises, rather than being restricted only to a government-designated slaughterhouse.

10] Section 4 of the Butchers Ordinance, 9 of 1893 enacts as follows;

“4(1) No person shall carry on the trade of a butcher except under the authority of an annual licence or a temporary licence in that behalf issued by the proper authority”

11] Further section 5 of the said Ordinance says;

“Every such licence shall be as near as may be, in the form A in the Schedule and shall, unless previously revoked as hereinafter provided, cease to be in force on the thirty-first day of December next ensuing the date thereof.”

12] When perusing the SCHEDULE, Form A indicates;

“..... has permission to slaughter animals and carry on the trade at of a butcher, conforming himself to the Butchers Ordinance. This licence is to be in force (ill the 31st day of December, 19.....”

13] Section 2 of the above Ordinance interprets “Butcher” as;

“‘butcher’ shall include every person that slaughters animals or exposes for sale the meat of animals slaughtered in Sri Lanka;”

14] In **Sri Bodhiraja Foundation vs Inspector General of Police**, CA Writ Application No 510/2011, decided on 29.08.2013, Sisira J de Abrew J. has expanded the interpretation of butcher and held;

“To turn carcasses of animals into meat, the person who does the job must have a skill and everybody cannot do it. Thus if a person kills an animal and turns the carcass into meat he does the trade of a butcher. The word ‘trade’ in section 4(1) of the Butchers Ordinance cannot be interpreted to say that it includes only the person who sells or exposes for sale the meat. In my view the word ‘trade’ in the said section also includes a person who does the work of a butcher and the person who turns carcass of an animal into meat”

15] Thus, it is seen that the Petitioner falls into the category of butcher in line with the above interpretation. The Petitioner says that though he was the successful bidder, he was not issued an annual licence by the Petitioner. Thus, the Petitioner contends that not issuing the annual license is ultra vires as it is an illegality.

16] The Respondent says that the Petitioner has failed to obtain the environmental protection license (X38) until 30/07/2025 and the 1st Respondent could not issue the Butchers license. This has not controverted by the Petitioner.

17] It is seen that the said provisions are to be looked in conjunction with the Pradeshiya Sabha Act (1987), which grants them broad powers to regulate public health, markets, and the sale of meat as the issuing authority is governed by the Pradeshiya Sabha Act. They argue that while the Ordinance provides a general framework, Sections 102 and 126 of the Pradeshiya Sabha Act empower the Chairman to issue licenses, charge fees, and regulate the specific locations where meat can be sold.

18] The section 102 of Pradeshiya Sabhas Act, No. 15 of 1987 stipulates;

“102(1) No place within the limits of any Pradeshiya Sabha other than a place provided by the Pradeshiya Sabha shall be used as a slaughter house, unless a licence for the use thereof as a slaughter house has been obtained from the Chairman of the Pradeshiya

Sabha, who is hereby empowered to grant such licence and to suspend or revoke such licence as to him may seem necessary.

(2) Every person who uses as a slaughter house any place (other than a place provided by the. Pradeshiya Sabha) which is not licensed under subsection (1), or in respect of which any licence given has been suspended or revoked, shall be guilty the an offence punishable with a fine not exceeding six hundred rupees and a further fine not exceeding five hundred rupees for every day during which such offence is continued after notice has been served upon him by the Chairman requiring him to discontinue the use of such slaughter house.”

19] Further, section 27 of the Butchers Ordinance permits to make by laws to govern slaughterhouses as;

“It shall be lawful for the proper authority to make, alter, amend, or revoke regulations in reference to public slaughterhouses and to places appointed for the slaughtering of cattle as follows:- (a) as to the establishment, regulation, management, and general discipline thereof; (b) as to the fees to be charged for the use of the slaughterhouse or for slaughtering; (c) as to the inspection of animals and as to the destroying or other disposal of diseased animals brought to a slaughterhouse, or to a place appointed for the slaughtering of cattle by the proper authority;

Provided that such regulations shall not be contrary to any of the provisions of this Ordinance;”

20] Moreover, section 126 of the Pradeshiya Sabha Act gives powers to make by laws with regard to slaughtering as follows;

“The powers of any Pradeshiya Sabha to make bylaws under this Part shall without prejudice to the generality of the powers thereby conferred, include the power to make by-laws for or in respect of all of any of the following purposes:

(xi) animals, including;

(i) the regulation, supervision, inspection and control of slaughter houses and the levy and recovery of fees for the use thereof:”

21] Thus, it is clearly seen that the 2nd Respondents has given a power to regulate the maintaining of slaughter houses.

22] The Petitioner is seeking a Writ of Mandamus to compel a local authority, 2nd Respondent Pradeshiya Sabha to issue a proper annual butcher's licence under the Butchers Ordinance No. 9 of 1893. The Petitioner alleges that since 2019, the Respondents have acted unlawfully by issuing only "monthly" licences that restrict his activities to "slaughtering only," while prohibiting him from selling meat at his own premises. This restriction forced the Petitioner to enter into a separate, costly agreement via a tender process with the Respondents amounting to over Rs. 9 million just to obtain the "right to sell meat," which he argues is a fundamental component of the trade already covered by the Ordinance.

23] The Petitioner contends that the Respondents have no statutory power to "unbundle" these activities or issue restrictive monthly licences. By forcing a licensed butcher to bid for a separate "right to sell" through a tender, the Respondents are accused of acting ultra vires (beyond their legal power) and abusing their administrative authority. Furthermore, the Petitioner challenges the validity of the secondary agreement (marked X23), arguing it is void ab initio because it contravenes statutory law.

24] To support these claims, the Petitioner relies mainly on, **A.L.A. Azeez v Uduwara Pradeshiya Sabha** C.A. Application 807/94 decided on 08.05.1995 by Ismail J and **A.R.M. Junaid v Chairman, Godapitiya V.C.**, 75 NLR 408. In latter case **A. R. M. JUNAID, Petitioner, and D. G. M. GOONEWARDENE (Chairman, Godapitiya Village Council)**, 75 NLR 408, H. N. G. FERNANDO, C. J., held ;

“A decision of a Village Council to establish its own slaughter house and butchers' stalls and to let them by calling for tenders cannot, by itself, modify the right which persons have under the Butchers Ordinance to apply for licences and to be issued such licences unless they are refused on proper and reasonable grounds referred to in the Butchers Ordinance”

26] However, above cases were decided before enactment of the Pradeshiya Sabha Act and in this matter reason for refusal was given. On contrary, more recently, in **Mohamed Manzil Mohomad Hairaz vs Gamini Amarawansa Munugoda, Chairman, Karandeniya Pradeshiya Sabha**, CA (Writ) Application No: WRT-0160-20, Decided on: 06.07.2022, S.U.B. Karalliyadde, J. considered the powers of the Pradeshiya Sabha in this regard and held ;

“By Section 102 of the Act the Chairman of a Pradeshiya Sabha is empowered with the discretion to issue, suspend or revoke a license issue

to carry on slaughterhouses as to him may seem necessary. Therefore, since the 1st Respondent being the Chairman of the Pradeshiya Sabha has a discretion in issuing the license, even if the 5th Respondent's advice is to issue the permit to the Petitioner, considering the conduct of the Petitioner the 1st Respondent could disregard the advice of the 5th Respondent to issue the permit."

27] It is to be noted, nowhere in the Butchers Ordinance or the Pradeshiya Sabha Act prohibit to issue restrictive licenses. It is the general rule what is not expressly prohibited by the law deemed to be permitted. The legal maxim "**Quod non est prohibitum, permissum est**" is "what is not prohibited, is allowed" to be considered in this regard.

28] The principle referred to by Basnayake, C.J. in the case of **Ladamuttu Pillai v. The Attorney-General** 59 N.L.R. 313 had been applied in the case of **Sirisena and Others V. Honorable H. S. R. B. Kobbekaduwa, Minister Of Agriculture And Lands** 80 NLR 1 as follows,

*"That authority must genuinely address itself to the matter before it; must not act under the dictation of another body disable itself from exercising a **discretion it must not or do what it has been forbidden to do, nor must it do what it has not been unauthorized to do**. It must act in good faith, must have regard to all relevant considerations, and must disregard all irrelevant considerations, must not seek to promote purposes alien to the letter or spirit of the legislation that gives it power to act and must not act arbitrarily or capriciously."* [Emphasis is added]

29] Further in the above case it was held with reference to the Halsbury 4th edition Vol. I paras 60, 62, 66 and observed that;

"If the repository of a power exceeds its authority or if a power is exercised without authority, such purported exercise of power may be pronounced invalid. The lawful exercise of a statutory power presupposes not only compliance with the substantive, formal and procedural conditions laid down for its performance but also with the implied requirements governing the exercise of that discretion. All statutory powers must be exercised (i) in good faith (ii) for the purposes for which they are given and not for an extraneous purpose (iii) with due regard to relevant considerations and without being influenced by irrelevant considerations and (iv) fairly and in some contexts reasonably."

30] With this backdrop, I now examine the provision of the agreement [marked as X23]. At the inception it says;

“මින් පසු දේපල හිමි සහ බදු ගැනුම් කරු වශයෙන් පෙනී සිට ක්‍රියා කරනු ලබන මෙම දෙපාර්ශවය අතර, මතුගම පොදු වෙළඳපොලේ අංක 24 දරණ කඩ කාමරයේ එළ හරක් මස් විකිණීමේ අයිතිය බදු දීම සම්බන්ධයෙන් වර්ෂ 2025 ක් වූ ජනවාරි මස 01 වැනි දින සිට වර්ෂ 2025 ක් වූ දෙසැම්බර් මස 31 වෙනි දින දක්වා කාලය තුළ එළ හරක් මස් කඩය පවත්වාගෙන යාම සඳහා රුපියල් අනු ලක්ෂ දහසක් (අකුරෙන්) රු. 9,001,000.00 (ඉලක්කමෙන්) වර්ෂික මුදලකට බදු දීම පිළිබඳව ඉහත කී දෙපාර්ශවය විසින් මැනවින් එකඟතාවයට පැමිණ අත්සන් කරන්නට යෙදුන නිත්‍යානුකූල වූ ගිවිසුම් පත්‍රය වේ.” [Emphasis is added]

31] Thus, it is apparent that when the agreement was signed by the Petitioner, it was for lease of right to sell(මතුගම පොදු වෙළඳපොලේ අංක 24 දරණ කඩ කාමරයේ එළ හරක් මස් විකිණීමේ අයිතිය බදු දීම), particularly for premises No 24 and not for 57B , Main Street, Welipenna and he cannot demand that he be allowed to sell meat on the latter premises.

32] X23, is the lease agreement and following terms and clauses mainly could be highlighted.

“14. එළ හරක් මස් ව්‍යාපාරිකයා විසින් ගිවිසගත් වෙළඳ ස්ථානය සෞඛ්‍යයට හිතකර අන්දමින් පවත්වාගෙන යායුත් අතර, වෙළඳ ස්ථානයේ එකතු වන කසල හා අනෙකුත් අපද්‍රව්‍ය දැමීමට පියනක් සහිත බදුනක් තැබිය යුතුය.

21. බදුකරු විසින් බදු ගත් මස් කඩ කාමරය මතුගම ප්‍රාදේශීය සභාව සතු පොදු දේපලක් බැවින් එය සුරක්ෂිතව ප්‍රයෝජනයට ගෙන වාණිජ බද්ද අවසානයේ දී එනම් දෙසැම්බර් 31 වන දින හෝ එයට ප්‍රථම එකී දේපල ප්‍රාදේශීය සභාවට භාර දිය යුතුය.

30. බදුකරු විසින් සෑම විටම 1983 දරණ මස් පිණිස සතුන් මැරීමේ ආඥා පනතේ නීතිරීතිවලට ද, මතුගම ප්‍රාදේශීය සභා කායරාලයට ඒ පිළිබඳව පනවා ඇති අතුරු ව්‍යවස්ථාවන්ට ද කදිනම අනුකූලව ක්‍රියා කළ යුතුය.

34. මතුගම ප්‍රාදේශීය සභාවේ ලේකම් හා මතුගම ප්‍රදේශීය සභාවේ බලතල කායාර් කතර්වාස ක්‍රියාත්මක කිරීමේ නිලධාරී විසින් වැලිපැන්න එළ හරක් මස් කඩ කාමරයෙහි අනුමත කොට ඇති ගව මස් වෙළඳාම පමණක් කළ යුතු අතර ලේකම්ගේ ලිඛිත අනුමැතියක් නොමැතිව නොකඩවා දින 7 කට වඩා වසා තබනු ලැබුවහොත් බද්ද අවලංගු කරනු ලැබේ.

37. ගෝඝාතකාගාරයක් නොමැති බැවින්, මස් වෙළඳ සැලකට ප්‍රවාහනය කරනු ලබන මස් ඝාතක ප්‍රදේශයේ සෞඛ්‍ය වෛද්‍ය නිලධාරී විසින් පරීක්ෂා කළ බවට එම නිලධාරියාගේ ලිපියක් දිනපතා ඉදිරිපත් කළ යුතුය.

38. තවද ගෝඝාතක ආඥා පනතින් නියම කරනු ලබන සියළුම නියමයන් හා රෙගුලාසින් ද පළාත් පාලන කොමසාරිස්තුමා හෝ පළාත් පාලන සහකාර කොමසාරිස්තුමන් විසින් බලය පවරනු ලැබූ ඕනෑම නිලධාරියෙකු විසින් වරින් වර නිකුත් කරනු ලබන චක්‍රලේඛ හා නියමයන් මතුගම ප්‍රදේශීය සභාවේ අතුරු ව්‍යවස්ථාවට අනුව හෝ ක්‍රියා කිරීමට බදුකරු මෙයින් බැඳී සිටී.”[Emphasis is added]

33] Thus, above terms clearly show the contractual relationship between the Petitioner and 2nd Respondent. However, the Petitioner was issued a “Trade License” accordingly by regulations of the Pradeshiya Sabha Act. It was marked as X24, reproduced below.

බලපත්‍ර අංකය : 0145
2025 වෂරය සඳහා වූ වෙළඳ බලපත්‍රය
වැලිපැන්න උප කායරාලය මතුගම ප්‍රාදේශීය සභාව දිනය : 2025/04/28
1987 අංක 15 දරණ ප්‍රාදේශීය සභා පනත යටතේ පනවා ඇති අතුරු ව්‍යවස්ථා වලට අනුකූලව මෙම බලපත්‍රය නිකුත් කරනු ලැබේ.
1. ව්‍යාපාරයේ නම : වැලිපැන්න වෙළඳ සංකීර්ණය. එල හරක් මස් කඩය
2. ව්‍යාපාරික ස්ථානයේ ලිපිනය : මුස්ලිම් පාර, වැලිපැන්න
3. ව්‍යාපාර නාම ලියාපදිංචි අංකය :
4. අයිතිකරුගේ නම : M.H.M. නිජ්ලාස්
5. ලිපිනය : මුස්ලිම් පාර, වැලිපැන්න
6. ව්‍යාපාරයේ ස්වභාවය : එල හරක් මස් විකිණීමේ ස්ථානයක් පවත්වාගෙන යාම
7. ව්‍යාපාරයේ පිරිවැටුම් බදු ලිපිගොනු අංකය :
මෙම බලපත්‍රය 2025/12/31 දින දක්වා වලංගු වේ.
බලපත්‍රය ව්‍යාපාරික ස්ථානයේ මහජනයාට පෙනෙන පරිදි තැබිය යුතුය.
බලපත්‍ර ගාස්තුව : රු. 1000/- මු.බ.රු. 100/-
කුවිතාන්සි අංකය හා දිනය : I 1878 2025/04/24
අත්සන සභාපති, ප්‍රාදේශීය සභාව, මතුගම

34] Thus, the Petitioner's right to trade has not been denied. As noted above, the relationship between the parties stem from the X23 agreement. Sripavan J, (as he then was) in **Gawarammana Vs Tea Research Board and others** [2003] 3 SLR page 120 held that,

“powers derived from contract are matters of private law. The fact that one of the parties to a contract is a public authority is not relevant since the decision sought to be quashed by way of certiorari is itself was not made in the exercise of any statutory power.” [Emphasis is added]

35] I cannot see any statutory violation in this scenario. In the Supreme Court decision **Biso Menike Vs Cyril de Alwis** [1982] 1 SLR 368 at page 377 to 378 Sharvananda J (as the then was) has held that.

“a writ of certiorari is issued at the discretion of the Court. It cannot be held to be a writ of right or one issued as a matter of course. But exercise of this discretion by Court is governed by well accepted principles. The court is bound to issue a writ at the instance of a party aggrieved by the order of an inferior tribunal except in cases where he has disentitled himself to the discretionary relief by reason of his own conduct, like submitting to jurisdiction, laches, undue delay or waiver.....The proposition that the application for writ must be sought as soon as injury is caused is merely an application of the equitable doctrine that delay defeats equity and the longer the injured person sleeps over his rights without any reasonable excuse the chances of his success in a writ application dwindle and the Court may reject a writ application on the ground of unexplained delay.....An application for a writ of certiorari should be filed within a reasonable time from the Order which the applicant seeks to have quashed.”

36] The Petitioner by prayer “e” seeks a mandate to quash X23. The agreement was signed on 31/12/2024 and this application was filed 03/09/2025, after 9 months. If the contract is illegal, the court is puzzled why he has waited so long to file this application. Thus, the Petitioner is guilty of laches.

37] The Petitioner seeks the issuance of a writ of mandamus directing the 1st and 2nd Respondents to issue license under form A of the Butchers Ordinance to slaughter animals in premises No 11/C, Muslim Road, Welipenna and sell meat at the premises No. 57B Main Road, Welipenna. The Petitioner was selected

as the highest bidder. When he bid the auction as published by X21, he surely knew that bid was called for “වැලිපැන්න පොදු වෙළඳපොල එළඹරක් මස්කඩය”. Therefore, now he has no legal right to get a writ against 1st and 2nd Respondents to issue license under form A of the Butchers Ordinance to slaughter animals in premises No 11/C, Muslim Road, Welipenna and sell meat at the premises No. 57B Main Road, Welipenna, which belongs to him. In **Credit Information Bureau of Sri Lanka Vs Messers Jafferjee and Jafferjee (Pvt) Ltd.** [2005] 1 SLR page 89 Court set aside the judgment of the Court of Appeal which issued a writ of mandamus. In that, JAN de Silva J (as he then was) (with Sarath N Silva CJ and Weerasuriya J agreeing) referred to many conditions to be fulfilled prior to issuance of a writ of mandamus and I quote below from page 93.

“There is rich and profuse case law on mandamus, on the conditions to be satisfied by the applicant. Some of the conditions precedent to the issue of mandamus appear to be:

*a) The applicant **must have a legal right** to the performance of a legal duty by the parties against whom the mandamus is sought..... **The foundation of mandamus is the existence of a legal right.***

b) The right to be enforced must be a “public right” and the duty sought to be enforced must be of a public nature....” [Emphasis isa added]

38] In **Council of Civil Service Unions v Minister for the Civil Service** [1985] AC 374 (**the GCHQ case**) Lord Diplock divided the grounds of review under three heads as follows;

“Judicial review has I think developed to a large state today when without reiterating any analysis of the steps by which the development has come about, one can conveniently classify under three heads-the grounds upon which administrative action is subject to control by judicial review. The first ground I would call illegality, the second irrationality and the third procedural impropriety.”

Lord Diplock gave a very brief definition of illegality - “By illegality as a ground for judicial review I mean that the decision maker must understand correctly the law that regulates the decision making and must give effect to it.”

39] In the case in hand that the Petitioner's "monthly" status was a result of his own failure to comply with environmental regulations (specifically the Environmental Protection Licence) and that the lease agreement for the beef stall was a voluntary commercial contract entered into via a competitive bidding process, is not amenable to writ jurisdiction.

40] The question whether a butcher's license is an "all-in-one" permit or if the trade is subject to dual regulation. It is seen that that slaughtering and selling are "two distinct things." On careful perusal, I see under the section 27(1) of the Butchers Ordinance and various sections of the Pradeshiya Sabha Act to justify the authority of the 2nd Respondent to establish separate regulations for the "place of sale." I hold that the Petitioner is estopped (legally barred) from challenging the lease rentals because he participated in the tender, signed the agreement (X23), and operated the business for profit throughout 2025 without prior objection.

41] Therefore, I hold that the Respondents acted within their legal parameters and that the Petitioner has no valid grounds for a Writ of Mandamus or Certiorari. I further see that there is no legal obligation to issue an annual license to the Petitioner who has not met the necessary regulatory prerequisites. As the Respondents mentioned that the high fees the Petitioner is contesting are not "license fees" but rather "lease rentals" for public property, which were determined by the Petitioner's own bid. Therefore, I hold that the Petitioner has failed to meet the mandatory legal requirements for operating a meat sale business. Under the Butchers Ordinance and the Pradeshiya Sabha Act, a clear distinction exists between a Butcher's License (for slaughtering) and a Trade License (for the sale of meat).

42] Furthermore, I see that the Petitioner attempted to bypass official channels by obtaining an unauthorized inspection letter (marked X37) from a Public Health Inspector (PHI) without the proper authorization of the Medical Officer of Health (MOH) which was disputed by R2. It is to be noted that issuing such a license requires a strict "special procedure," including gazette publication and a public objection period, which the Petitioner failed to complete.

43] Moreover, as clause 14 of X23, the Petitioner is contractually obligated to maintain the premises with hygiene rather than seeking to shut it down to shift business to a private location

44] Considering all the above stated facts and circumstances, I hold that the Petitioner is not entitled to the reliefs sought in the Petition. Writ application is dismissed with costs.

JUDGE OF THE COURT OF APPEAL

R. GURUSINGHE J.

I agree

JUDGE OF THE COURT OF APPEAL