

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

In the matter of an application of Writs of Certiorari, Mandamus and Prohibition made under Article 140 of the Constitution of the Democratic Socialist Republic of Sri Lanka.

Sellappan Paramanathan,
Fankerton Division,
Hautiville Group,
Agarapatana.

PETITIONER

Vs.

**Court of Appeal Case No:
CA/WRIT/536/2024**

1. W.A.L Wickramaarachchi,
The Competent Authority,
Plantation Management Supervision Unit,
Ministry of Plantation Industries,
11th Floor,
Sethsiriyapa,
Battaramulla.
2. Land Reform Commission,
No.475, Kaduwela Road,
Battaramulla.
3. Land Commissioner General,
Land Commissioner General's Department,
"Mihikatha Medura",
Land Secretariat,
No. 1200/6,
Rajamalwatta Road,
Battaramulla.

4. Provincial Land Commissioner – Central Province,
Department of Land,
Provincial Council Complex,
Pallekele,
Kundasale.
5. The Minister of Land,
Ministry of Land,
“Mihikatha Medura”,
Land Secretariat,
No. 1200/6,
Rajamalwatta Road,
Battaramulla.
6. Hon. Attorney General,
Attorney General’s Department,
Colombo 12.

RESPONDENTS

Before: Mayadunne Corea, J
Mahen Gopallawa, J

Counsel: E. Thambiah with Neshanee De Zoysa for the Petitioner.
Anuruddha Dharmaratne with Hasitha Ratnayake instructed by Indika Jayaweera for the 1st Respondent.
S. Dunuwilla, S.C. for the 2nd to 6th Respondents.

Supported on: 19.01.2026.

Order delivered on: 27.02.2026

Mayadunne Corea J

The Petitioner in the Application sought, *inter alia*, the following reliefs:

- “b) Issue Writ of Certiorari to quash the quit notice (P11) and invalidate and make null and void the said quit notice marked as P11*
- c) Issue Writ of Prohibition to prevent the Respondents from granting this land to others as he is not the competent authority*
- d) Issue Writ of Mandamus against the Respondents to take one correct position in alienation of lands in plantations (Tea, Rubber)”*

The facts of the case briefly are as follows. The Petitioner alleges that he is engaged in the manufacture of cement blocks on a land in Hauteville Estate, Agarpatana since 2016 and that this land was leased out to him by the Land Reform Commission (herein referred to as ‘LRC’) in 2024. However, the Petitioner received a quit notice dated 01.07.2024 (P11) from the 1st Respondent. Hence, this Writ Application.

The Petitioner’s contention

The Petitioner challenges the acts of the Respondents on the following grounds:

- The land belongs to the LRC, and not to the 1st Respondent Plantation Ministry. The 1st Respondent is not a competent authority to issue the quit notice. Therefore, the quit notice is bad in law.
- The 1st Respondent acted *ultra vires* and in violation of the Petitioner’s legitimate expectations.

The Respondents’ contention

The 1st Respondent raised the following objections:

- The Petitioner has failed to name the necessary parties to the Application.

- By Extraordinary Gazette No. 195/6, Hauteville Estate was vested with the Janatha Estate Development Board (herein referred to as 'JEDB'). Thereby, the LRC ceased to have any right, title or interest in the said estate.
- The 1st Respondent is the competent authority to issue quit notices under the State Lands (Recovery of Possession) Act, No. 7 of 1979 in respect of 24 regional companies, the Sri Lanka Plantations Corporation and the JEDB.

I will consider the Petitioner's contention with the Respondent's objections.

The Petitioner obtains a lease from the 2nd Respondent

The Petitioner's main contention is that he has obtained a lease from the 2nd Respondent to commence and have a cement block manufacturing plant. He further contends that by P4, upon his request, the LRC had commenced a process to lease out a portion of land from the Hauteville Estate in the extent of 1 rood and 2.50 perches. The said letter is dated 14.11.2022. Thereafter, several communications had been exchanged between the LRC and the Petitioner, and the Petitioner contends that the LRC had written a letter dated 06.05.2024 marked and tendered as P7, whereby the Petitioner was given the said land. On a careful consideration of the said letter, it is stated that the LRC has consented to lease out the above-stated extent of land from the Hauteville Estate to the Petitioner. The document P7 also contains the conditions that should be included in a lease agreement. Thereafter, the Petitioner alleges that he had been given possession of the said extent of land by the letter P8. Upon a careful consideration of P8, I find that although the said P8 refers to a plan bearing number 6908, the said plan has been drawn by a private surveyor and not by the Surveyor General. It is also pertinent to note that P8 does not contain any boundaries. However, I have also considered the documents marked P1 and P2, the tenement list of the lot that the Petitioner alleges has been leased to him. Although the Petitioner contended that he had obtained a lease from the 2nd Respondent and submitted P8 to be the said lease, I find that P8 is not a lease instrument but instead is only a notice handing over possession. I also observe that the document marked as P8 does not bear a date. At the commencement of the argument, when this matter was raised, the learned Counsel for the Petitioner filed a motion dated 16.09.2025 and tendered another copy of the said document marked as P8. However, in the second document, there is a handwritten note to the effect that possession had been handed over on 07.05.2024, and just above the seal of the Provincial Deputy Director of the 2nd Respondent, the date 07.05.2024 has been inserted. This date is not reflected in the original P8. Upon inquiry by this Court, the learned Counsel of the

Petitioner conceded that this date had been inserted after the filing of the amended Petition on 01.11.2024.

Keeping this as it may, it was the contention of the learned Counsel for the Petitioner that the entire Hauteville Estate belongs to the 2nd Respondent and not to the JEDB. However, subsequently taking a contradictory position, the learned Counsel also submitted that an extent of 40 acres and 2 roods was vested with the LRC and submitted a letter written by the Chairman of the LRC to the Director, LRC, Nuwara Eliya, marked and tendered as X3. However, apart from this letter, no other documents were submitted to establish this contention. It was the contention of the Petitioner that while the cement block manufacturing plant was in operation, he received P11, a quit notice issued by the 1st Respondent under the State Lands (Recovery of Possession) Act. Therefore, the Petitioner's main contention is that the land the Petitioner occupies belongs to the 2nd Respondent, who has given him permission to operate his cement block manufacturing plant, and that the land is not state land and thereby, the 1st Respondent has no legal right to issue P11. Hence, the issuance of P11 is an act of *ultra vires* and is bad in law.

Has the land in dispute been vested with the JEDB?

Denying the said assertion, it was the contention of the 1st Respondent that the land in fact is State land, and to establish that fact, the 1st Respondent tendered the Gazette Extraordinary No. 195/6 dated 31.05.1982 marked as 1R4. I have considered the said Gazette and the portion marked as 1R4(a), whereby the Hauteville Estate in Nuwara Eliya containing an extent of 488.25 hectares formerly vested with the LRC, had been vested with the JEDB. Upon inquiry, the Counsel for the 1st Respondent submitted that pursuant to the Gazette issued under section 27A read with section 42H of the Land Reform Law, No. 1 of 1972 as amended, the entirety of the Hauteville Estate is vested with the JEDB. This will be an appropriate time to consider section 27A of the Land Reform Law.

Section 27A of the Land Reform Law reads as follows:

“27A.

- (1). *At the request of the Commission, the Minister may, where he considers it necessary in the interest of the Commission to do so, subject to sections 22, 23 and 42H, by Order published in the Gazette, vest, in any State Corporation specified in the Order, with effect from a date specified in that*

Order, any agricultural land or estate land or any portion of the land vested in the Commission under this Law, and described in the order, subject to such terms and conditions relating to consideration for the vesting of that land in such Corporation as may be agreed upon between the Commission and such Corporation.

- (2). An Order under subsection (1) shall have the effect of vesting in such State Corporation specified in the Order such right, title and interest to the agricultural land or estate land or portion thereof described in that Order, as was held by the Commission on the day immediately preceding the date on which the Order takes effect.*
- (3). Where any agricultural land or estate land or any portion thereof is vested in a State Corporation by an Order made under subsection (1), all the rights and liabilities of the Commission under any contract or agreement, express or implied, which relate to such agricultural land or estate land or portion thereof, and which subsist on the day immediately prior to the date of such vesting, shall become the rights and liabilities of such State Corporation.*
- (4). Where any term or condition relating to consideration for the vesting of any agricultural land or estate land or portion thereof in any such State Corporation by an Order under subsection (1) is not complied with, the Minister may by Order published in the Gazette, revoke the Order under subsection (1) relating to that land and thereupon that land shall revert in the Commission.”*

Section 42H reads as follows:

“42H.

- (1). Any estate land vested in the Commission under this Part of this Law may be used for any of the following purposes:-*
 - (a). alienation by way of sale, exchange, rent purchase or lease to persons for agricultural development OF animal husbandry, or for a co-operative or collective farm or enterprise;*
 - (b). alienation by way of sale in individual allotments to persons for the construction of residential houses;*
 - (c). alienation to any corporation established or to be established under the State Agricultural Corporations Act or to the Sri Lanka State Plantations Corporation established under the Sri Lanka State Plantations Corporation Act;*

- (d). *for a farm or plantation managed by the Commission directly or by its agents;*
 - (e). *for village expansion or any other public purpose.*
- (2). *In determining the purposes for which estate lands vested in the Commission may be used, the Commission shall be subject to such directions as may from time to time be issued in that behalf by the Minister.”*

It was his contention that with the vesting of the land, the absolute title of the land is vested with the JEDB. It is observed as per the above provisions quoted above, all the rights and title that was with the LRC is vested with the State Corporation specified in the order. It was the contention of the Counsel that subsequently, by Gazette Extraordinary No. 720/2 dated 22.06.1992 the Hauteville Estate has been vested with the Agarapatana Plantations. It was also brought to our attention that Part II (i) on page 8A of the said Gazette, which is marked and tendered as 1R5, states that “*Hauteville Estate, Agarapatana, owned and managed by Janatha Estate Development Board*”. It was his contention that this Gazette clearly establishes that Hauteville Estate in its entirety is vested and is owned and managed by the JEDB, and the 2nd Respondent has no legal right or title over the said land. It was also brought to our attention that Part II (ii) of the said Gazette specifies a list of estates owned by the LRC and managed by the State Plantations Corporation. However, the estate in question does not appear on the said list. Hence, it was contended that this Gazette clearly demonstrates the land the Petitioner claims to be owned by the 2nd Respondent is not owned by the 2nd Respondent but by the 1st Respondent and the JEDB. This Court observes that the lands listed under Part II (i) depicts the lands owned and managed by JEDB, while the lands listed under Part II (ii) depicts the lands owned by the 2nd Respondent, LRC.

There was no material tendered to this Court to submit that the Gazettes marked as 1R4 and 1R5 have been challenged in a Court of law. There was no material placed before this Court to demonstrate that the said Gazettes are not in force, except for the Gazette Extraordinary No. 2010/2 dated 13.03.2017 and marked as X1, whereby part of the Hauteville Estate had been revested with the 2nd Respondent. I have considered the said Gazette and find that as per the 1st Schedule, the entire Hauteville Estate containing 488.25 hectares had been vested with the JEDB and the 2nd Schedule states that an extent of 3 acres, 0 roods and 17 perches, which consists of 1.2567 hectares, depicted as lot 01-71 in plan no. 4091/2017 dated 27.01.2017 has been revested with the LRC. The said plan was marked and tendered as X2. As per the said plan, the extent that has been revested consists of buildings which the learned Counsel claimed were line rooms. However, it was also brought to the attention of this Court, that this revested lot is situated on the interior of the Hauteville Estate and does not border the Agarapatana – Lindula main road. I have

mentioned this road specifically as I will revert to the importance of the said road elsewhere in this Order. Hence, it is safe to conclude that in the absence of any material to demonstrate that the Gazettes marked 1R4 and 1R5 are of no force in law, the lands stated therein are vested with the JEDB, except the lands specified in the Gazette marked as X1.

The quit notice received by the Petitioner

The quit notice received by the Petitioner, which is marked and tendered as P11, is signed by the 1st Respondent. At this stage, it is also pertinent to note that the 1st Respondent derives his powers through the documents marked as 1R1, 1R2 and 1R3, whereby he is empowered as the competent authority in terms of the State Lands (Recovery of Possession) Act, by the JEDB. As I have already held that in the absence of any material contrary to 1R4 and 1R5, the Hauteville Estate is vested with the JEDB and thereby, the 1st Respondent is empowered to issue the quit notice. In the said quit notice the boundaries and the extent the Petitioner is occupying is clearly depicted. The East is bounded by a building of a manufacturing plant of Unilever, the South by the Haulbrooke Sinhala College and the West by the Diagama-Agarapatana-Thalawakele main road.

However, the Petitioner alleges that the land has been given to him by P8 by the 2nd Respondent, where the land is depicted in the plan P1 and the boundaries are reflected in the tenement list. Interestingly, the Petitioner alleges that the said boundaries do not correspond with the boundaries depicted in the quit notice P11.

Material facts are in dispute

As stated above, the exact portion of land that the Petitioner is alleged to be possessing with the permission of the 2nd Respondent does not correspond with the boundaries in the quit notice P11. Hence, as far as the boundaries are concerned the corpus described in P1 and P11 appears to be different. It is trite law that in a Writ Application, the burden of proof lies with the Petitioner. This Court has considered the case of *Saranguhewage Garvin De Silva v. Lankapura Pradeshiya Sabha and others* SC Appeal 10/2009 decided on 15.12.2014, where it was held that,

“The burden of proof in any application for prerogative writ including mandamus is on the person who seeks such relief, to prove the facts on which he relies”.

Considering the above judgement, in my view, it is incumbent on the Petitioner to establish that the land described in the quit notice is the same as the land he says is occupied by him under P8. Unfortunately, the Petitioner has failed to establish this material fact. Hence, whether the corpus from which the Petitioner is to be evicted and the corpus which the Petitioner says he is entitled to occupy are in dispute.

It is pertinent to note that if the land described in the quit notice is different from the boundaries in the land the Petitioner alleges he has authority to have his factory, then the question arises as to whether the Petitioner occupies the land which he alleges that he has authority to possess or is occupying the land depicted in the quit notice without any authority.

The Petitioner also submits that the land the Petitioner occupies belongs to the LRC. As I have stated above, although by 1R4 and 1R5 the Hauteville Estate has been vested with the JEDB, an extent of 1.2567 hectares had been divested and re-vested with the LRC by X1.

However, the Petitioner has failed to establish that the land he claims is depicted in the plan P1, and came into possession by the strength of P8, is situated within this portion of land re-vested with the LRC. Hence, the Petitioner has failed to establish that he is not occupying the land contained in the quit notice, or alternatively that he is occupying the land with a valid permit. I come to this conclusion by observing that as per the quit notice one boundary of the land is the Diagama-Agarapatana-Thalawakele main road which is not a boundary for the land given to the Petitioner by the LRC.

It is also pertinent to note that the ownership of the Hauteville Estate is challenged by the Petitioner. While the Petitioner asserts the said land belongs to the 2nd Respondent, the 1st Respondent submits that the said land belongs to the JEDB and in my view, the latter has established the said claim by tendering the documents marked 1R4 and 1R5.

Necessary parties

It is apparent that the corpus dispute is between the JEDB and the 2nd Respondent. While the Petitioner claims the land belongs to the 2nd Respondent, the 1st Respondent claims it is owned by the JEDB, and the impugned quit notice has been issued by the competent

authority, of the JEDB. The quit notice marked and tendered as P11 clearly depicts that the 1st Respondent is the competent authority for purposes of the State Lands (Recovery of Possession) Act pertaining to estates belonging to the State Plantations Corporation and the JEDB. However, the Petitioner, for reasons best known to him, has decided not to name the JEDB as a party to this Application. The decision of this Court will directly affect the JEDB and the Agarapatana Plantations, which under 1R6 has received leasehold rights from the JEDB. However, none have been named as parties to this Application. In my view, JEDB and Agarapatana Plantations are necessary parties to this Application. The Petitioner has failed to explain why he has not named the above-mentioned parties as parties to this Application. It is trite law that failure to name necessary parties is fatal to a Writ Application.

In the case of ***Hatton National Bank PLC v. Commissioner General of Labour and others***, CA Writ 457/2011 decided on 31.01.2020, it was held that:

“It is trite law that any person whose rights are affected by an order that a petitioner is inviting a Court of law to make in his favour is entitled to be named as a party and is entitled to be heard, before Court makes any order adverse to such person. The rule is that all those who would be affected by the outcome of an application should be made respondents to such application.”

Hence, in my view the said objection has to succeed.

Alternative remedy

It was the contention of the 1st Respondent that the Petitioner still has an alternative remedy, i.e., if, as he alleges, he can establish that the land depicted in the quit notice P11 is possessed by him with a valid legal permit. It was contended that the Petitioner has only received a quit notice and has the right to present his case before the learned Magistrate when an action is instituted.

It was also contended that the Petitioner has been given a right under section 12 of the State Lands (Recovery of Possession) Act to institute a vindicatory action and prove through evidence that he has been wrongly ejected and also have the right to file a civil action to

establish that title to the land is not vested with the JEDB. The learned Counsel for the Petitioner failed to answer these contentions.

It is also pertinent to note that the Petitioner has never challenged the documents 1R4 and 1R5. Further, the Petitioner has failed to tender a valid lease agreement that he has entered into with the 2nd Respondent.

Conclusion

I have considered the submissions made by the Petitioner and the Respondents with the documents marked and tendered. In my view, the Petitioner has failed to establish the ownership of the Hauteville Estate which the Petitioner claims is owned by the 2nd Respondent. The Petitioner has failed to establish that the corpus mentioned in the quit notice P11 is the same as in P1 and in the circumstances, the Petitioner has failed to establish any illegality in the document P11. Accordingly, for the above-mentioned reasons, I find that the Petitioner has failed to establish his right to seek the reliefs that are prayed for in the Petition. Hence, I am not inclined to issue formal notice on the Respondents and proceed to dismiss this Application.

Judge of the Court of Appeal

Mahen Gopallawa, J

I agree

Judge of the Court of Appeal