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, Prohibition and Mandamus under and in terms of Article 140 of the Constitution of the Democratic Socialist Republic of Sri Lanka.

C.A. CASE NO. WRT/0249/21

1. Sri Lanka Nidahas Sevaka Sangamaya,
   No. 493/1,
   T.B. Jayah Mawatha,
   Colombo 10.

2. Jathika Sevaka Sangamaya,
   No. 416,
   Kotte Road,
   Pita Kotte.

PETITIONERS

Vs.

1. Ceylon Steel Corporation Limited,
   Oruwala,
   Athuraliya.

2. Palitha Weerasekara,
   Arbitrator,
   Labour Secretariat,
   Narahenpita,
   Colombo 05.

3. Hon. Nimal Siripala De Silva,
   Minister of Labour,
   Labour Secretariat,

Narahenpita,
Colombo 05.

3A. Hon. Manusha Nanayakkara,
Minister of Labour and Foreign Employment,
6th Floor,
Mehewara Piyesa,
Narahenpita,
Colombo 05.

3B. Hon. Anil Jayantha Fernando,
Minister of Labour,
6th Floor,
Mehewara Piyesa,
Narahenpita,
Colombo 05.

4. Prabath Chandrakeerthi,
Commissioner General of Labour,
Labour Secretariat,
Narahenpita,
Colombo 05.

4A.H. K. K. A. Jayasundara,
Commissioner General of Labour,
Labour Secretariat,
Narahenpita,
Colombo 05.

RESPONDENTS

BEFORE : K. M. G. H. KULATUNGA, J.

COUNSEL : Farman Cassim, PC, with Charaka Jayarathne and Natasha Jeyesekara, instructed by D. Priyadarshani for the Petitioners.

Prabashini Jayasekara, SC, for the 3rd and 4th Respondents.

ARGUED ON : 25.08.2025

DECIDED ON : 01.10.2025

JUDGEMENT

K. M. G. H. KULATUNGA, J.

1. The 1st and 2nd petitioners are two unions consisting of around 181 employees of the Ceylon Steel Corporation Ltd, the 1st respondent company. There was a dispute pertaining to the payment of bonus between the petitioners and the 1st respondent company. The Minister of Labour referred this matter to compulsory arbitration under Section 4 of the Industrial Disputes Act, No. 43 of 1950, as amended (hereinafter referred to as "the IDA"). The said arbitral award was made and published in Gazette Notification No. 2208/05, dated 28.12.2020 ('Y'). The arbitrator, the 2nd respondent, upon duly inquiring into the same, dismissed the petitioners' claim. The petitioners, being aggrieved by the said award marked 'Y', have now preferred this application seeking a writ of *certiorari* to quash the said award 'Y' and also for a writ of *mandamus* for the 1st respondent to pay arrears of bonus to the employees in terms of formula A-4(a) and A-4(b) as contained in document marked 'X'. These are the substantive relief sought by the petitioners.

2. The matter referred for arbitration is in respect of the failure to pay bonuses to 181 employees since 2009 in accordance with the formula A-4(a) of agreement A-4. The arbitrator has rejected the application on the basis that the 1st respondent company is not liable or bound to pay bonus in accordance with the formula A-4(a) contained in the agreement A-4.

Historical background of the company.

3. The 1st respondent company was originally a fully State-owned company known as Ceylon Steel Corporation Ltd. However, in or around 1997, Korean Ceylon Heavy Industries and Construction Company Ltd acquired 90% of its shares, and a name change of the 1st respondent company was effected on 23.04.1997. The original name was changed to Ceylon Heavy Industries and Construction Company Ltd. Thereafter, the share portfolio held by Korean Ceylon Heavy Industries was acquired by Onyx Heavy Industries and Construction Company Ltd., and the name of the 1st respondent company was once again changed back to Ceylon Steel Corporation Ltd., with effect from 25.09.2009. It is common ground that the bonus payment to the employees was based on the agreement dated 31.10.1996, marked X, which also contained a formula of payment. The payment under this agreement has continued until 2008. However, in 2009, with the change of ownership and name, the payment of bonus as per the said agreement A-4 did not continue and had ceased. The petitioners had agitated and it is this non-payment that has been so referred to arbitration.

4. Initially, this dispute had been referred to the Commissioner of Labour, who had summoned the respective parties and had initially inquired into the said dispute. The said inquiry notes and proceedings of Inquiry No. 1911/2009 is annexed to the petition marked A-6. At the said inquiry, the 1st respondent company had been represented by its Attorney-at-Law. It is contended by the petitioners that the said Attorney-at-Law informed the Commissioner that the benefits and privileges enjoyed by the employees will not be denied even after the change of ownership [A-6(a)].

5. At this point, Onyx Heavy Industries has acquired the share portfolio held by Ceylon Heavy Industries with effect from 25.09.2009. The petitioners thus claim that the said representation made by the

Attorney-at-Law created a legitimate expectation in the petitioners that the bonus payment would continue to be paid in accordance with the original formula A-4(a) and A-4(b). The petitioners base their legitimate expectation on the representation and/or the holding out evidenced by documents A-6, A-8, and A-9. To determine this appeal, there are primarily two matters that require consideration and determination:

i. Is the 1st respondent company a party to the agreement marked A-4?; and
ii. Do the representations evidenced by A-6, A-7, A-8, and A-9 create a legitimate expectation?

6. The agreement marked A-4 is between the Government of Sri Lanka (GOSL) and Korean Heavy Industries and Construction Company Ltd (KHI&C). This agreement has been signed by the Secretary to the Treasury and the Chairman of the Board of KHI&C. This has been entered into on 31.10.1996. This agreement is between the then majority shareholder and a prospective buyer of the said shares. What is noteworthy and primarily relevant is that the 1st respondent company is not a party to the said agreement. This agreement comes about due to the historical change of a statutory corporation into a company. The 1st respondent company was formerly the "Ceylon Steel Corporation", established by the State Industrial Corporations Act, No. 49 of 1957. In or about 1993, under the Conversion of Public Corporations or Government-Owned Business Undertakings into Public Companies Act, No. 23 of 1987, the 1st respondent company was formed, and the total share portfolio was held by the Secretary to the Treasury. Having so established the 1st respondent company, the GOSL at a particular point in time resolved and decided to sell its share portfolio to a private investor, who happened to be KHI&C. It is at that point, in respect of the sale of the share portfolio, the said agreement A-4 was entered into. Agreement A-4 appears to have Annexure (A), the 1st respondent company profile, and as Exhibit 2.4 thereto, the basis of computation of profit bonus from May 1994 onwards. The petitioners have based

their right and claim on the agreement A-4 and the annual bonus appearing under paragraph 2.4.2 of the said profile. The said annual bonus computation formula is marked and produced as A-4(a) and A-4(b). On the face of it, the 1st respondent company is not a signatory or a party to the said agreement A-4. The 1st respondent company, being a distinct legal entity, has its own identity, different and distinct from its shareholders.

7. The GOSL, acting through the Secretary to the Treasury, has been the main shareholder. The GOSL *qua* shareholder has embarked upon a process to alienate and sell its share portfolio to KHI&C, which happens to be a different and distinct company. Any shareholder has the right and is free to hold onto its shares or transact in the same in whatever way and subject to whatever conditions such shareholder may enter into with any prospective third-party purchaser. Such agreement, unless the company was a party thereto, would not *per se* bind such company; it is on this basic principle that the arbitrator has come to the impugned finding of the absence of a valid contract, between the petitioners and the 1st respondents. It is trite law that a contract cannot ordinarily create rights or obligations in favour of third parties who are not parties thereto. Under Roman-Dutch law governing the law of contract in Sri Lanka, a third party may enforce a contractual stipulation where there is a clear *stipulatio alteri*, i.e., a stipulation made for the benefit of such third party, which has thereafter been accepted by him. In ***Jinadasa vs. Silva*** [1932] 24 NLR 244, Garvin S.P.J. (with Maartensz A.J. agreeing) held:

> *"The question which has been raised and argued before us is this:* ***The stipulation being one which was made in favour of a third party, is it actionable by or at the instance of such third party?*** *That such an agreement may be validly made between the parties to a contract such as this, is, I think, beyond question for the Roman-Dutch law authorities...*
>
> *It seems clear that whatever difference of opinion there may have been between the Dutch Jurists,* ***they were all unanimously of***

> ***opinion that a stipulation in favour of a third party, once it has been accepted by the third party, gave to that party a right to obtain for himself the benefits of the stipulation by action."*** [emphasis added]

More recently, Saleem Marsoof, J., in ***M. P. A. U. S. Fernando, The Conservator General of Forests, and others vs. Timberlake International Pvt. Ltd.*** (S.C. Appeal No. 06/2008, decided on 02.03.2010) held as follows:

> *"…the Conservator-General of Forests is entitled,* ***under our common law principle of stipulatio alteri, to benefit from any stipulation contained in a contract between two other persons****.*
>
> *As Keuneman, J. observed in* ***De Silva vs. Margaret Nona*** *40 NLR 251 at page 253, 'The plaintiff at any rate was entitled under the Roman-Dutch law to enforce by action the pact in his favour, although he was not one of the contracting parties (vide Perezius on Donations, Bk. VIII; tit. 55, s. 5). This position is not denied.'"* [emphasis added].

Thus, while third parties may enforce contractual benefits in limited circumstances, enforceability depends on the contract containing a clear stipulation in their favour. In the present case, Agreement A-4, being a contract between the Government and KHI&C, does not constitute a stipulation in favour of the petitioners, and there is no evidence that the petitioners accepted any such benefit. Accordingly, no enforceable contractual right arises against the 1st respondent company.

8. That being so, upon KHI&C purchasing the majority of the share portfolio, it has entered into the management of the 1st respondent company. During this process, there has been certain discussions, decisions and dialogue between the employees and the new management. The name of the 1st respondent company has then been intermittently changed. Simultaneously, there had been the change of

the holding of the share portfolio by various investors. The change of the name of the 1st respondent has taken place as follows. The company was incorporated under the Companies Act on 01.01.1993 under the name "Ceylon Steel Corporation Ltd". On 04.03.1992 the name of the company was changed to "Ceylon Heavy Industries and Construction Company Ltd". On 13.05.2008, the company had been re-registered under new No. PB320, and subsequently, on 23.04.2010, the company name had once again been changed back to "Ceylon Steel Corporation Ltd" (*vide* A-5).

9. The legal personality of a company comes into existence with the due incorporation and registration of such company in accordance with the Companies Act, No. 07 of 2007. In ***Sri Lanka National Cooperative Council Limited vs. Perera Ramanayake Don Vipula Perera and Others*** (SC Appeal No. 34/2017, decided on 30.06.2021), Aluwihare P.C., J., summarised this principle as follows:

> *"...in the case of* ***Salomon v. Salomon & Co. Ltd.*** *[1897] AC 22…the House of Lords laid down the universal principle that a company is a distinct legal person entirely different from its members. This principle of separate legal personality is referred to as the 'veil of incorporation'. As a result of this case, the courts have generally considered themselves bound by the concept that a company is a separate legal person distinct from its members and would generally not go behind the veil of incorporation."*

In that context, such registered companies will have a distinct and different identification, being the name of such company so incorporated. Section 8 of the Companies Act, No. 07 of 2007, provides for the subsequent change of the name of such company. Section 8(4) provides thus:

> *"(4) The change of name shall not affect any rights or obligations of the company or render ineffective any legal proceedings by or against the company. Any legal proceedings that might have been continued or commenced against it by its former name may be continued or commenced against it by its new name."*

As such, in law, the change of the name will not disrupt or disturb the continuity of the existence of the legal personality that was created with the initial establishment of such a company. It will only change or amend a particular attribute or attendant fact of the incorporated body. In this context, the change of name of a company is akin to the change of name of any natural person. Therefore, the 1st respondent company, initially incorporated in 1993, has continued up until today, subject to the change of name.

10. That being so, it appears that there had been various issues time and again, particularly on the payment of bonus. In this run-up, such matters and disputes appear to have been referred to the Commissioner of Labour, and certain representations have been made by the representatives and/or Attorneys-at Law of the 1st respondent company, such as A-6, A-7, A-8 and A-9. The petitioners claim a legitimate expectation based on the said representations contained therein. The said representations are as follows:

    i. A-6 (a):

    "මෙහිදී සමාගමේ නීතීඥ තැන කියා සිටින්නේ මේ දක්වා භුක්ති විඳි වරප්‍රසාද අහිමි නොකරන බවයි. එය නීතිමය ලියවිල්ලක් වශයෙන් බලාත්මක බවද පෙන්වා දෙයි."

    ii. A-6 (b):

    "සමාගම වෙනුවෙන් පැමිණ සිටින නීතීඥ තැන කියා සිටින්නේ මේ ආයතනය රැගෙන මාස දෙකක්වත් නැති අතර එහි මූල්‍ය තත්ත්වය ඉදිරිපත් කරන බවත්, ඒ අනුව කටයුතු කිරීම සිදුවන බවත්ය."

    iii. A-7: Does not contain any representation.

    iv. A-8: "ප්‍රකාශයට පත් කර ඇති ආකාරයට විශේෂ දීමනාව ලබා ගැනීමට ඒකාබද්ධ වෘත්තිය සමිතිය විසින් පියවර ගැනීම පිළිබඳ පාලනාධිකාරියේ පැසසුම සමිතිය වෙත හිමිවන අතර මෙතෙක් ක්‍රියාත්මක වූ වාර්ෂික ප්‍රසාද දීමනා ගෙවීමේ ක්‍රමවේදයට අනුව, අවසන් ගිණුම් වාර්තා නිකුත් වීමෙන් අනතුරුව මෙකී දීමනාව නැවත සමාලෝචනය

කොට ගෙවිය යුතුවන යම් වාර්ෂික ප්‍රසාද දීමනා ප්‍රමාණ වන්නේ නම් එය ගෙවීමට පාලනාධිකාරිය කටයුතු කරනු ඇත.

මේ අනුව අදාල විශේෂ දීමනාව ගෙවීමට ආයතනය කටයුතු කරනු ඇති බව සලකන්න."

v. A-9: This is a recommendation issued by the Commissioner of Labour upon an inquiry. This is not a representation or holding out made by the 1st respondent company.

Accordingly, a legitimate expectation, if at all, may only arise from A-6 and/or A-8.

11. The petitioners, when they went before the arbitrator, had advanced and proceeded on the basis of a contractual obligation on the part of the 1st respondent to perform the terms of the contract A-4 in respect of the bonus payments, reflected in A-4 (b). If a party bases a right or a claim on a contract and such terms of the contract, it should be the enforcement of a contractual obligation. Such party to a contract cannot claim a legitimate expectation based on such term of the contract. In ***Gawarammana vs. Tea Research Board and others*** (2003) 3 SLR page 120, Sripavan, J. (as his Lordship then was), citing with approval the decision of ***Jayaweera vs. Wijeratna*** (1985) 2 Sri LR 413, held that,

> *"The powers derived from contract are matters of private law. The fact that one of the parties to the 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.*

Accordingly, the petitioners cannot advance a right under the said contract, and similarly, on the same issue, claim enforcement on the basis of a legitimate expectation.

12. Assuming that the petitioners are abandoning the contractual right and is now advancing a right based on legitimate expectation, I will now endeavour to briefly consider the legal position and the principle of legitimate expectation as is relevant to this application. Prof. Craig, in Administrative Law, 7th ed., at p. 677, defines procedural and substantive legitimate expectation as follows:

> *"The phrase '**procedural legitimate expectation**' denotes the existence of some process right the applicant claims to possess as the result of a promise or behaviour by the public body that generates the expectation ….. The phrase **'substantive legitimate expectation'** captures the situation in which the applicant seeks a particular benefit or commodity, such as a welfare benefit or a license, as the result of some promise, behaviour or representation made by the public body."*

13. The doctrine of 'substantive legitimate expectation' saw its origins in landmark decision of ***R vs. Ministry of Agriculture Fisheries and Food, ex parte Hamble (Offshore) Fisheries Ltd*** [1995] 2 All ER 714 where Sedley, J., held as follows:

> *"Legitimacy in this sense is not an absolute. It is a function of expectations induced by government and of policy considerations which militate against their fulfilment. The balance must in the first instance be for the policy maker to strike; but if the outcome is challenged by way of judicial review, I do not consider that the Court's criterion is the bare rationality of the policy maker's conclusion. While policy is for the policy-maker alone, the fairness of his or her decision not to accommodate reasonable expectations which the policy will thwart remains the Court's concern (as of course the lawfulness of the policy).* ***To postulate this is not to place the judge in the seat of the Minister…but it is equally the court's duty to protect the interests of those individuals whose expectation of different treatment has a legitimacy which in fairness outtops the policy choice which threatens to frustrate it."*** [emphasis added].

In ***M. R. C. C. Ariyarathne and others vs. Inspector General of Police and others*** (SC/FR/444/2012, decided on 30.07.2019), Prasanna Jayawardena, PC, J., after citing the above decision inter alia

and making an extensive analysis on the doctrine of legitimate expectation, cited with approval the following dictum of Dehideniya, J., in ***Zamrath vs. Sri Lanka Medical Council*** (SC/FR/119/2019, decided on 23.07.2019), as the rationale underlying the doctrine of legitimate expectation:

> *"The legitimate expectation of a person …. further ensures legal certainty which is imperative as the people ought to plan their lives, secure in the knowledge of the consequences of their actions. The perception of legal certainty deserves protection, as a basic tenet of the rule of law which this court attempts to uphold as the apex court of the country. The public perception of legal certainty becomes negative when the authorities by their own undertakings and assurances have generated legitimate expectations of people and subsequently by their own conduct, infringe the so generated expectations."*

14. In this instance, if at all, the legitimate expectation may arise from A-6 and A-8. A-8 clearly holds out that the bonus agreement that was in force and granted up until then will be continued and be subject to review upon the issue of the final accounts. It is clearly held out that the payment of bonuses is contingent upon the consideration of the final accounts, and if there be any bonus payable, the same will be paid upon review. This, in no way, is an undertaking or holding out that a particular payment based on any particular formula would be continued with. This was on 04.01.2011. No doubt, prior to that, on 19.11.2009, there had been a submission made by a lawyer, in general terms, that the perks and privileges enjoyed by the employees will not be denied, and it has also stated that such document is legally enforceable. In all probabilities, the document referred to in A-4(a) of the initial agreement is A-4. As held hereinabove, I find that the said agreement A-4 does not bind and is not effective or enforceable as against the 1st respondent company. The 1st respondent is not a party to the said agreement. Accordingly, the said holding out, utterance or representation is based on a wrong legal premise that such agreement is enforceable.

15. Murdu Fernando, J. (as her Ladyship then was), in ***Kaluarachchi vs. Ceylon Petroleum Corporation*** (SC/Appeal/43/2013, decided on 19.06.2019) at pages 11 and 12, held that the petitioner could not succeed with the claim that he had an enforceable substantive legitimate expectation, as follows:

> *"The penultimate paragraph in P6 is* ***unspecified, equivocal, ambiguous, vague and not clear*** *and* ***thus will not create a legitimate expectation****. It does not fall into either of the two sub-headings of legitimate expectation, procedural or substantive. Therefore, the determination that the respondents had a substantive legitimate expectation and the issuance of a writ of mandamus to enforce such legitimate expectation by the Court of Appeal in my view has no merit and is erroneous"* [emphasis added].

One cannot, therefore, claim a legitimate expectation based on an assumed, legally non-existent enforceability. At this juncture I would also advert to the following extracts from Wade & Forsyth on Administrative Law (11th Ed.), (also cited by Fernando, J., in the abovementioned case of ***Kaluarachchi***), where the authors observe thus:

> *"It is not enough that an expectation should exist: it must in addition be legitimate. But how is it to be determined whether a particular expectation is worthy of protection? This is a difficult area since an expectation reasonably entertained by a person may not be found to be legitimate because of some countervailing consideration of policy or law. A crucial requirement is that the assurance must itself be clear, unequivocal and unambiguous. Many claimants fail at this hurdle after close analysis of the assurance. The test is 'how on a fair reading of the promise it would have been reasonably understood by those to whom it was made."* (at page 452).

Applying the above principles, it is evident that not every expectation qualifies or can be considered as legitimate, warranting judicial protection or intervention. The expectation must be based on an

assurance or representation that is "***clear, unequivocal and unambiguous***." In the present case, even when documents A-6 to A-9 are considered collectively, there is no direct or clear representation by the 1st respondent company that meets this standard. The statements in A-6 and A-8 are either general assurances regarding the continuation of employee benefits or contingent on future events, such as the final accounts, and are therefore inherently uncertain. A-7 contains no representation, and A-9 is merely a recommendation of the Commissioner of Labour, not an undertaking by the company. Consequently, on a fair reading, none of these documents conveys a clear, unequivocal, and unambiguous assurance that the bonus formula in A-4(a) would continue to apply. As such, the petitioners' claim based on legitimate expectation fails at the threshold, and accordingly, there can be no legitimate expectation arising out of documents A-6, A-7, A-8 or A-9.

16. Finally, the petitioners argue that they are entitled to the bonus payment in accordance with the formula in A-4(a) on the premise that the said basis of paying bonus has now become an implied condition of their contract. In support of this argument, the petitioners rely on the following dicta of Palakidnar, J., P/CA (with Dr. A. De Z. Gunawardena, J. agreeing) in ***Kundenmals Industries vs. Commissioner of Labour*** (1994) 3 Sri L.R. 20:

> *"Bonus as the term implies is generally an ex gratia payment out of the bounty and goodwill at the pleasure of the employer and an employee has no claim on it as a matter of right* ***Abdul Sather v. Bogstra*** *54 NLR 102.*
>
> *Exceptions to this rule have been recognized in* ***Muir Mills Co. Ltd. v Suti Mills Mazdoor Union*** *AIR 1955 SC 170 and* ***Sree Meenakshi Mills Ltd. v. Their Workmen*** *AIR 1958 SC 153. They are -*
>
> > *(1) If an employee passes an exam.*
> > *(2) Where there is an express or implied agreement to pay a Bonus.*

(3) Where wages fall short of the living standard and the employees make a profit.
(4) By joint contribution of capital and labour the employer makes a profit. ***C.M.U. v. Millers and Cargills (Ceylon) Ltd***.

The facts that emerged in this case do not show that the payment of bonuses could be based on any one of these exceptions. An employer can be compelled to pay on the principles laid in these exceptional circumstances."

According to the above decision, the entitlement to a bonus is clearly held to be not a right, but a privilege. Bonus, by the connotation itself, means something given over and above what an employee may be entitled to as of right. This is primarily in appreciation and recognition of the contribution made by the employees in achieving the profit or success of such entity. The employer, in appreciation of the said contribution, gratuitously making a payment is what is now known as bonus payments. No doubt, the basis, formula, or the entitlement or the basis of calculating of such bonus payments may be included in contracts or collective agreements or may be a condition implied, as held in the above decision of ***Kundenmals Industries vs. Commissioner of Labour***. In the present application, once again, the petitioners' attempt is to establish such an implied condition based on the undertakings or utterances as appearing in A-6, A-7, A-8, and A-9. I have already considered this in detail and held that there is no binding contractual obligation by which such formula of bonus payment becomes a binding part of the contract of employment, either implied or otherwise.

17. It is apparent, according to the evidence led before the arbitrator, that there had been several collective agreements between the employer and its employees marked and produced as R-1, R-10, R-11 and R-29, during the arbitration proceedings. It is also in evidence that the 1st respondent company had not made any profit in 2009, 2010, and 2011. During this period, notwithstanding the losses, the 1st respondent has paid a special allowance ("විශේෂ දීමනාව") and since 2009, there had not

been any particular agreement or formula followed in respect of payment of bonus, and the management has in their discretion, on an *ad hoc* basis made bonus payments.

18. The argument of the petitioners and their position, both at the arbitration and before this Court, is that the 1st respondent company is under an obligation as an implied condition of employment to make the payments of bonus in accordance with the formula A-4(a), of the agreement A-4. The evidence is to the effect that certain ex gratia payments, such as special allowances, and when profit was made, bonus payments have in fact been made. However, the said payments are not in accordance with the formula A-4(a). Accordingly, A-4 is not an agreement to which neither the petitioners nor the 1st respondent company was a party, and there is a lack of evidence to establish that the particular formula contained in A-4(a) had been adopted and consistently applied since 2009.

19. That being so, A-8 clearly informs the petitioners, and the 1st respondent company has placed on record, on 04.01.2011, that the determination of the bonus entitlement will be subject to reconsideration ("නැවත සමාලෝචනය") upon the receipt of financial reports. This puts it beyond doubt, that the 1st respondent and the present management has, at no point of time, considered the formula at A-4(a) as being binding or applicable, in quantification or payment or bonus. There is no direct, unequivocal, unambiguous, clear, or specific utterance or representation made to that effect either. Therefore there is no basis, in fact or in law, to conclude that the formula as appearing at A-4(a) could constitute an implied condition or confer a right to the petitioners.

20. In these circumstances, I find that the arbitrator's findings and conclusions in making the award 'Y' are lawful, correct, and reasonable. Accordingly, the petitioners are not entitled to a writ of *certiorari* as prayed for by prayer *(c)*. Similarly, by prayers *(d)*, *(e)*, and *(f)*, the

petitioners are seeking writs of *mandamus* against the 1st respondent to pay the arrears of bonus and to submit certain information connected to the formula A-4(b). In view of this Court not granting the substantive relief as prayed for by prayer (c), the consideration of these prayers will not arise. However, I observe that the petitioners are, in effect, endeavouring and attempting by prayers *(d)*, *(e)*, and *(f) to* obtain a writ to give effect to certain contractual rights against a private entity. In the exercise of the writ jurisdiction of this Court, even if the substantive relief of quashing 'Y' was granted, this Court would not endeavour in the exercise of its writ jurisdiction to step into the shoes of such statutory authority and determine contested issues of fact. It would be, if at all, left to the relevant statutory authority to reconsider the same. Thus, I hold that the petitioners have failed to establish any legal or other basis which warrants the issuance of the writs as prayed for.

21. Accordingly, this application is dismissed. However, I make no order as to costs.

Application dismissed.

JUDGE OF THE COURT OF APPEAL