

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

In the matter of an application under
article 140 of the Constitution of the
Democratic Socialist Republic of Sri
Lanka for a writ in the nature of Certiorari
and Mandamus.

R. Monagurusamy,
Janadhipathy Road,
Mylambavely, Thannamunai
Batticaloa

PETITIONER

CA /WRT /0375/ 2014

Vs.

1. Mr. R.P.R. Rajapaksha,
Land Commissioner,
Land Commissioner General's
Department,
No.1200/6, Land Secretariat,
Mihinkatha Madura, Rajamalwatta Road,
Battaramulla.

2. Provincial Land Commissioner,
Department of Land Administration,
Eastern Province,
Inner Harbour Road,
Trincomalee

3. Divisional Secretariat,
Divisional Secretariat,
Koralaipattu North,
Vakaharai.

RESPONDENTS

Before: **B. Sasi Mahendran, J**
 Adithya Patabendige, J

Counsel: Kuvera de Zoysa, PC, with Sajana de Zoysa for the Petitioner.
 Nayomi Kahawita, SSC for the Respondents

Written 28.08.2019 (by the 1st to 3rd Respondents)

Submissions: 20.08.2026 (by the Respondent)

On

Argued : 03.08.2026

On

Delivered On: 14.10.2026

B. Sasi Mahendran, J.

Petitioner, *inter alia*, seeks a ***Writ of Certiorari*** quashing the decision of the 1st Respondent contained in the letter dated 18.03.2014 marked '**P29**', whereby the Petitioner was offered only a long-term lease in respect of the subject land, and a ***Writ of Mandamus*** directing the Respondents to take all necessary steps to finalize the issuance of a Ranbima Grant in favour of the Petitioner.

The following facts are relevant to this application

The Petitioner is a retired Government Servant who claims entitlement to a Ranbima Grant in respect of State land identified as Lot 11 in Plan No. BOD/BT/69/74, situated at Mankerny in the Batticaloa District (hereinafter referred to as the '*Land*'). According to the Petitioner, the said Land was originally alienated to P.C. Thittawela under Annual Permit No. MCC/2180 dated 20th December 1969, under the Middle Class Category Scheme. The said permit was subsequently converted into a permit under the Land Development Ordinance. Upon Thittawela surrendering the land to the State, the permit was issued to the Petitioner on 03rd May 1984, which is marked as P2.

The Petitioner states that, after obtaining the permit, he developed and cultivated the said land. Thereafter, the Petitioner requested the Divisional Secretariat (hereinafter referred to as the '3rd Respondent') to facilitate the clearing of mines from the property and to take steps towards issuing a Grant under the Land Development Ordinance. The relevant correspondence dated 14.07.2010, 17.07.2010 and 18.08.2010 is produced, marked P8, P9 and P10, respectively.

Subsequently, steps were taken by the authorities towards the issuance of a Grant. The Petitioner states that the land was valued and that, pursuant to the request of the authorities, he paid a sum of Rs. 4,000,000/- on 14th September 2011 as the purchase price of the land. However, due to the delay in issuing the Grant, the Petitioner addressed Land Commissioner (hereinafter referred to as the '1st Respondent') by letter dated 07th July 2012 marked P19, regarding the delay of the case. Thereafter, the 1st Respondent, by letter dated 29th August 2012 marked P20, requested the relevant authorities to provide reasons for the decision.

By letter dated 06th September 2012 marked P21, the 3rd Respondent informed the 1st Respondent, inter alia, that the Petitioner had occupied and developed the land and that a Ranbima Grant had been prepared and forwarded to the 1st Respondent through the Provincial Land Commissioner (hereinafter referred to as the '2nd Respondent'). Nevertheless, by a letter dated 03rd October 2012 marked 'P22', the 1st Respondent decided that only a long-term lease would be issued to the Petitioner instead of a Grant. The Petitioner objected to this decision by letter dated 04th October 2012 marked 'P23' and requested the issuance of the Ranbima Grant.

The Petitioner further relies on the case of T.K. Hemachandra, who was similarly situated and, despite paying the purchase price, was issued a Ranbima Grant, whereas the Petitioner had paid the purchase price earlier, in 2011, but had not been issued a Grant, as pointed out in letters dated 08th January 2014. The 3rd Respondent, thereafter, by letters dated 13th January 2014 and 24th January 2014 marked 'P26' and 'P27', urged the 1st Respondent to take expeditious action in respect of the Petitioner's matter.

Despite these representations, by letter dated 25th February 2014 marked P28, the 1st Respondent reiterated the decision to offer only a long-term lease. Thereafter, by letter dated 18th March 2014 marked 'P29', the 1st Respondent maintained that only a long-term lease could be granted and further stated that the amount already paid by the Petitioner would be set off against the lease payments.

The Petitioner contends that the refusal to issue the Grant was arbitrary, and further contends that the acceptance of the purchase price and the steps taken by the authorities towards preparing the Grant created a legitimate expectation that a Ranbima Grant would be issued to him.

In the circumstances, the Petitioner has invoked the writ jurisdiction of this court by this application.

The main question before us is whether the conduct of the Respondents created a legitimate expectation that a Ranbima Grant would be issued in respect of the said land, which had already been alienated to the Petitioner by permit.

What is a 'legitimate expectation'?

Halsbury's Laws of England, 5th Edition, Volume 61, Page 694.

"Legitimate expectations.

A person may have a legitimate expectation of being treated in a certain way by an administrative authority even though there is no other legal basis upon which he could claim such treatment. The expectation may arise either from a representation or promise made by the authority, including an implied representation, or from consistent past practice. In all instances the expectation arises by reason of the conduct of the decision-makers, and is protected by the courts on the basis that principles of fairness, predictability and certainty should not be disregarded.

The existence of a legitimate expectation may have a number of different consequences; it may give standing to seek permission to apply for judicial review, it may mean that the authority ought not to act so as to defeat the consequence of the expectation without some overriding reason of public policy to justify its doing so, or it may mean that, if the authority proposes to act contrary to the legitimate expectation, it must afford the person either an opportunity to make representations on the matter, or the benefit of some other requirement of procedural fairness. A legitimate expectation may cease to exist either because its significance has come to a natural end or because of action on the part of the decision-maker.

In appropriate circumstances the existence of a legitimate expectation may require a public body to confer a substantive, as opposed to a procedural, benefit. In such cases the courts will not permit the public body to resile from the representation if to do so would amount to an abuse of power."

The doctrine of legitimate expectation has received extensive consideration by our Courts in the following cases

In **Multinational Property Development Ltd Vs. Urban Development Authority [1996] 2 SLR 51 at page 54**, Dr Ranaraja J held that,

"However, when the Respondent prepared the final draft of the lease agreement for signature, the Petitioner had a "Legitimate Expectation" that the Respondent would conclude the transaction.

"In the public law field, individuals may not have strictly enforceable rights but they may have legitimate expectations. Such expectations may stem either from a promise or representation made by a public body A promise to confer a substantive benefit, may give rise to an expectation that the individual will be given a hearing before a decision is taken not to confer the benefit. Decisions affecting such legitimate expectations are subject to judicial review."-Judicial Remedies in Public Law - Lewis P 97."

At page 55,

"Where a member of the public affected by a decision of a public authority had a legitimate expectation based on a statement or undertaking by the authority that it would apply certain criteria or follow certain procedures in making its decision, the authority was under a duty to follow those criteria or procedures in reaching the decision provided that the statement or undertaking in question did not conflict with the authority's statutory duty". Rv Secretary of State for the Home De-partment, ex parte Kahn (1).

In the instant application, the Respondent had at no stage indicated to the Petitioner, until it wrote P19, that it had failed to follow the required procedure to obtain the lease

of the relevant land. It is in the objections filed by the Respondent that new criteria have been introduced for the granting of the lease. Those conditions were not contemplated even in the final Draft Lease Bond prepared by the Respondent.

The Respondents' decision not to allocate the land to the Petitioner it appears was based on the policy of the new Executive President to review the transactions of the earlier regime in respect of state lands.

The Secretary to the then Executive President had informed the Secretary to the Ministry of Housing by a note dated 13.7.94, the change of policy which led the Respondent to suspend its earlier decision to execute the Deed of Lease. A substantive change in policy resulting from a change in the Executive Presidency cannot be avoided. But where a new policy is to be applied, the individuals who have legitimate expectations based on promises made by public bodies that they will be granted certain benefits, have a right to be heard before those benefits are taken away from them on the ground that there had been a change of policy.

The principle which has been entrenched in the branch of administrative law regarding legitimate expectation is that of being allowed time to make representations, especially where the aggrieved party is seeking to persuade an authority to depart from a lawfully established policy adopted in connection with the exercise of a particular power because of some suggested exceptional reasons justifying such a departure. - CCSU v Minister For Civil Service (2).

The Petitioner has sought the quashing of the decision of the Respondent communicated by P19 which admittedly was taken without giving the Petitioner a hearing. It is no excuse to say that even after a hearing the decision will not be changed in view of the change of policy, and that there is no purpose served by giving a hearing. This attitude by public bodies funded by the public to serve the public should best be avoided.”

I like to refer to the observation made in **Perera v. National Police Commission and 24 Others, SC (FR) Application No. 290/2006, Decided on 03.07.2007, 2007 BLR 14 at page 17** Shirani A. Bandaranayake, J (as she was then) held that,

“Examining the decisions in Schmidt (supra) and Attorney- General for New South Wales v. Quin [(1990) 170 C.L.R 1], P. P. Craig (Legitimate Expectations, A

Conceptual Analysis, L.Q.R. [(1992) 108 pg. 79] had observed the applicability of the concept of legitimate expectation in administrative decisions and had stated that,

"The foundation of the applicant's procedural rights is not simply that he has some legitimate expectation of natural justice or fairness. The basis of the applicant's claim to protection is that he has a legitimate expectation of an ultimate benefit which is in all the circumstances felt to warrant the protection of that procedure, in his instance his continued presence in the country."

Thus it is apparent that, as observed by David Foulkes (supra), a promise or a regular procedure could give rise to a legitimate expectation that could be enforced by court. This position is clearly illustrated by the decisions in Attorney General of Hong Kong vs. Ng Tuen Shiu [(1983) 2 A.U.E.R. 346] and Council of Civil Service Unions v. Minister for the Civil Service [(1984) 3 All E.R. 935}."

In the case of **Ginigathala Mohandiramlage Nimalsiri Vs. Colonel P.P.J. Fernando and 6 others, SC FR Application No. 256/2010, decided on 17th September 2015,** Priyantha Jayawardene, PC.J., held that

"The doctrine of legitimate expectation applies to situations to protect legitimate expectation. It arises from establishing an expectation believing an undertaking or promise given by a public official or establishing an expectation taking into consideration of established practices of an authority. However, the said criteria should not be considered as an exhaustive list as the doctrine of legitimate expectation has a potential to develop further. Legitimate expectation can be either based on procedural propriety or on substantive protection.

Procedural expectations are protected by requiring that the promised procedure be followed save in very exceptional circumstances, for instance where national security warrants a departure from the expected procedure. However, in such instances the decision-maker must take into account all relevant considerations.

In Dayaratne v. Minister of Health and Indigenous Medicine (1999) 1 SLR 393 Amarasinghe J. held that when a change of policy is likely to frustrate the legitimate expectations of individuals, they must be given an opportunity of stating why the change

of policy should not affect them unfavourably. Such procedural rights have an important bearing on the protection afforded by Article 12 of the Constitution against equal treatments arbitrarily, invidiously, irrationally, or otherwise unreasonably dealt out by the Executive.

An expectation is considered to be legitimate where it is founded upon a promise or practice by the authority that is said to be bound to fulfil the expectation. Therefore, an expectation reasonably entertained by a person may not be considered as legitimate because of some countervailing consideration of policy or law. Further, clear statutory words override any expectation howsoever founded. Where an expectation is founded on a policy and later a relevant change of policy is notified, the expectation founded on the previous policy cannot be considered as legitimate.

An expectation the fulfilment of which results in the decision maker making an unlawful decision cannot be treated as a legitimate expectation. Therefore, the expectation must be within the powers of the decision-maker for it to be treated as a legitimate expectation case. If a person did not expect anything, then there is nothing that the doctrine can protect.

In order to seek redress under the doctrine of legitimate expectation a person should prove he had a legitimate expectation which was based on a promise or an established practice. Thus, the applicability of the said doctrine is based on the facts and circumstances of each case”

In Ariyaratne and Others v. Inspector General of Police and Others [2019] 1 SLR 100 at page 117, Prasanna Jayawardena, J held that.

“Overview of the doctrine

The doctrine of legitimate expectation, as it is sometimes called, originated in Europe. To put it in the broadest terms, the doctrine envisages that a Court may, in appropriate circumstances and where the public interest does not require otherwise, enforce a "legitimate expectation"

.....

It is often said that this doctrine is an application of a Court's duty to ensure fairness and certainty on the part of administrative bodies in their dealings with citizens, and also an affirmation that citizens should be entitled to repose their trust in what administrative bodies tell them and lead them to believe."

.....

"It was the doctrine of procedural legitimate expectation that developed first in England. It applies to ensure natural justice. As Wade and Forsyth explain [at p. 450], "Where some boon or benefit has been promised by an official (or has been regularly granted by the official in similar circumstances), that boon or benefit may be legitimately expected by those who have placed their trust in the promises of the official. It would be unfair to dash those expectations without at least granting the person affected an opportunity to show the official why his discretion should be exercised in a way that fulfils his expectation. Hence there has developed a doctrine of the protection of legitimate expectations primarily in the context of natural justice"

In the instant case, the Petitioner has duly followed the prescribed procedure for obtaining the grant. The manner in which State land is to be alienated is prescribed under Section 19 of the Land Development Ordinance, which provides as follows:

"Chapter III

ALIENATION OF STATE LAND

19.Manner of alienation of State Land.

1) Alienation of State land to any person under the provisions of this Ordinance shall be effected in the manner hereinafter provided.

(2) Every such person shall in the first instance receive a permit authorizing him to occupy the land. A permit-holder shall pay the purchase amount as determined by the Commissioner-General of Lands in full in annual installments within a period of ten years, together with the interest falling due thereon calculated at a rate not exceeding four per centum of the balance of the purchase amount outstanding each year after payment of the annual installment due for that year: Provided, however, that where the permit holder fails to make such full payment within the specified period, the Government Agent may extend such period for a further period of two years if the

permit holder satisfies the Government Agent that such failure was due to sickness, crop failure or other unavoidable cause.

(3) The date on which such annual installments shall commence, and the amount of each such installment shall be endorsed at any time by the Government Agent on the permit issued to such permit-holder.

The Government Agent shall in addition cause the land alienated on such a permit to be surveyed by the Surveyor-General, and the extent and description (by reference to metes and bounds) of the land so surveyed shall be inserted in such permit. The Government Agent shall in addition, cause the permit to be registered; no fee shall be paid or recovered for such registration.

(4) A permit-holder shall be issued a grant in respect of the land of which he is in occupation-

a) where he has paid all sums which he is required to pay under subsection (2);

(b) where he has complied with all the other conditions specified in the Schedule to the permit; and

(c) where he has been in occupation of, and fully developed, to the satisfaction of the Government Agent (i) irrigated land, for a period of three years, or (ii) high land, for a period of one year:

Provided, however, that the Commissioner-General of Lands may issue a grant before the expiry of the aforesaid period where the permit holder satisfies him that the failure to issue such grant before the expiry of such period would adversely affect the development of such land.

(5) Notwithstanding the provisions of subsections (1), (2), (3) and (4), any permit-holder belonging to the peasant class may be exempted from the payment of the purchase amount referred to in subsection (2) subject to the condition that the Commissioner-General of Lands may however recover the cost of the improvements to such land which may have been incurred prior to the alienation of such land.

(6) Every grant issued under subsection (4) shall contain the conditions that the owner of the holding shall not

(a) dispose of a divided portion, or an undivided share of the holding which is less in extent than the unit of the sub-division or the minimum fraction specified in the grant; and

(b) dispose of such holding except with the prior approval of the Government Agent.”

Pursuant to the aforesaid Section 19 of the Land Development Ordinance, the Respondents requested the Petitioner to make the relevant payment to the 3rd Respondent. Accordingly, the Petitioner paid a sum of Rs. 4,000,000/= as requested. Thereafter, the Respondents informed the Petitioner that steps had been taken to convert the permit into a Ranbima Grant. These facts were not disputed by the Respondents.

However, without assigning any reason, by letter dated 03rd October 2012, the 1st Respondent informed the Petitioner that the grant could not be issued and, instead, proceeded to issue a long-term lease. This decision was made despite the fact that the requisite procedure had been duly followed and the necessary steps had been taken to enable the Petitioner to obtain the said grant.

I hold that the Petitioner has established that he had a legitimate expectation to obtain the said grant. It should be noted that the Respondents have failed to provide any reason or explanation as to why the grant could not be issued to the Petitioner, particularly when the prescribed procedure had already been followed, and the relevant steps towards issuing the grant had been taken.

Although an administrative authority may reconsider its previous decision where permitted by law, where its own conduct has created a legitimate expectation, any departure from that position must be supported by a lawful and sufficient justification. In the present case, the Petitioner had already paid the purchase price and the Grant had been prepared and forwarded through the relevant administrative channel.

In these circumstances, the Petitioner had a reasonable expectation that his claim would be dealt with fairly and consistently. The decision to offer only a long-term lease, without providing an adequate legal justification for departing from the previous course of action, cannot therefore be sustained.

Accordingly, I am of the view that the decision contained in 'P29' dated 18th March 2014 is liable to be quashed by way of a *Writ of Certiorari*, and I direct the Respondents to take all necessary steps to finalise the issuance of a Ranbima Grant in favour of the Petitioner.

Application is allowed.

JUDGE OF THE COURT OF APPEAL

Adithya Patabendige, J.

I AGREE

JUDGE OF THE COURT OF APPEAL