

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 for a mandate in the
nature of Writs of *Certiorari* and Prohibition.

National Water Supply and Drainage Board,
Galle Road,
Ratmalana.

PETITIONER

Court of Appeal Case No:
CA/WRIT/412/2022

Vs.

1. S. Wirittamulla,
The Arbitrator,
No. 128,
Pirivena Road,
Boralessgamuwa.
2. B.K. Prabath Chandrakeerthi,
Commissioner General of Labour,
Labour Secretariat,
Narahenpita, Colombo 05.
3. Manoj Priyantha,
Commissioner of Labour,
Labour Secretariat,
Narahenpita, Colombo 05.
4. Manusha Nanayakkara,
Minister of Labour and Foreign
Employment,
Labour Secretariat,
Narahenpita, Colombo 05.

5. W.V.D.M.P. Welaramba,
No. 198/15, Kahenagma,
Kuruwita, Rathnapura.
6. U.A. Nihal Lakshman Jayarathna,
Official Residence of the Officer in
Charge,
National Water Supply and Drainage
Board,
Kondadeniya, Katugasthota.
7. J.A.N.B. Jayasooriya,
Regional Relief Service Center
(Sabaragamuwa)
National Water Supply and Drainage
Board,
New Town, Rathnapura.
8. J.M.T.N.B. Jayasinha,
Officer in Charge,
National Water Supply and Drainage
Board,
Oyapahala, Matale,
9. K.M.T. Tarangani,
Engineering Assistant (Civil),
District Engineering Office,
National Water Supply and Drainage
Board,
Matale.

RESPONDENTS

Before: Mayadunne Corea, J
Mahen Gopallawa, J

Counsel: Isuru Lakpura with Nimal R. Ranawaka instructed by K.N.N. Lochana Welagedara for the Petitioner.
Abigail Jayakody, SC for the 2nd to 4th Respondents.

Argued on: 15.09.2025 and 15.10.2025.

Written Submissions: For the Petitioner on 17.11.2025.
For the 2nd to 4th Respondents on 16.01.2026.

Decided on: 27.03.2026.

Mayadunne Corea J

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

- “b) Issue a mandate in the nature of Prohibition to prevent 2nd and 3rd Respondents from implementing impugned order marked as X22 and the award published in the Government Gazette No. 2277/38 dated 27.04.2022 marked as X24.*
- c) Issue a mandate in the nature of Certiorari to quash the Award dated 20.02.2022 marked and submitted as X22 and any subsequent steps thereafter.*
- d) Issue a mandate in the nature of Certiorari to quash the Award published in the Government Gazette Extraordinary dated 27.04.2022 and No. 2277/38, which is marked and submitted as X24”*

The facts of this case briefly are as follows. The 5th to 9th Respondents are employees of the Petitioner. It is alleged that they had been initially recruited as engineering assistants by the Petitioner’s Board. Subsequently, there had been a restructuring of the Petitioner Board under the Department of Management Services. It is alleged that some of the

Respondents had been issued a letter of appointment subsequent to an interview in the year 2012. However, it is alleged that after the restructuring, a second letter of appointment had been issued a few months after the first one. A dispute had arisen between the Petitioner and the 5th to 9th Respondents pertaining to clause 3 of the first letter of appointment where the said Respondents contended that, in their original letters of appointment, they had been informed that they would be placed at a higher salary scale.

However, they alleged that the said clause had not been implemented when the second letter of appointment was issued. Therefore, a dispute had arisen which was referred for arbitration and an inquiry was held before the arbitrator where both parties were heard and their respective documents were allowed to be marked. The arbitrator had made his award marked and tendered as X22 which was subsequently published in Gazette Extraordinary no. 2277/38 dated 27.04.2022, marked and tendered as X24. By the said award, the arbitrator had held in favour of the 5th to 9th Respondents. Subsequently, the Petitioner has tendered the notice of repudiation which was marked as Y1. Hence, this Writ application.

The Petitioner's contention

The Petitioner contends that the award is bad in law as;

- The arbitrator had failed to identify the burden of proof of the 5th to 9th Respondents.
- The arbitrator's final award is not supported with evidence.
- The arbitrator had failed to consider clause 3 of the first letter of appointment.
- The arbitrator has failed to consider that the second letter of appointment was accepted by the 5th to 9th Respondents.
- The arbitrator has failed to consider the lack of evidence as far as the 5th to 9th Respondents are concerned.
- The arbitrator's award is not just and equitable and there is no finality attached to the award.
- The final conclusion of the arbitrator's award amounts to an error on the face of the record.

The Respondents' contention

- The Respondents contended that the Respondents have acted pursuant to section 18 of the Industrial Disputes Act and that there are no grounds to seek a Writ of Prohibition against the 2nd Respondent.
- The evidence of all the Respondent employees were presented and considered by the arbitrator.
- The award is a complete award.

Analysis

It is common ground that pursuant to a notice published in the newspaper, the Petitioner had held interviews to recruit Engineering Assistants - Grade III. It is also common ground that the 5th to 9th Respondents were successful at the interview and they had been issued with letters of appointment. It is also common ground that as a result of the restructuring process by the Management Services Department the above-mentioned Respondents were issued with two letters of appointment. The first letter of appointment specifically states that upon acceptance of the appointment, a formal letter of appointment will be issued. For clarity, this Court will hereinafter refer to the first letter of appointment as the "first letter" and the second letter of appointment as the "formal letter" or "second letter". It is also common ground that clauses 3 and 9 of the first letter are common to the 5th to 9th Respondents

Referral to arbitration

The 5th to 9th Respondents contended that clause 3 of the first letter of appointment has not been complied with pertaining to the said Respondents but, has been complied with pertaining to one L.M.I.U. Silva who also applied with the above-stated Respondents to the post of Engineering Assistants. Accordingly, the 5th to 9th Respondents contended that they too, should be placed on the same salary scale and the arrears of salary should be paid to them. In view of this dispute, the Minister had made a reference to arbitration and the said referral states as follows;

" " ජාතික ජලසම්පාදන හා ජලාපවහන මණ්ඩලයේ සේවයේ නියුතු ඩබ්ලිව්. ටී. ඩී. එම්. ජී. වැල්අරඹ මයා, යූ. ඒ. නිහාල් ලක්ෂ්මන් ජයරත්න මයා, ජේ. ඒ. එන්. බී. ජයසූරිය මයා, ජේ. එම්. ටී. එන්. බී.

ජයසිංහ මයා සහ කේ එම්. ටී. තරුණී මිය යන ඉංජිනේරු සහකාරවරුන් පස් දෙනාට තමන්ගේ පත්වීම් ලිපියේ 03 වන වගන්තිය ප්‍රකාරව පෙර සේවා කාලයන් පදනම් කරගෙන වැටුප් වර්ධක ලබාදෙන බවට ලිඛිතව දන්වා ඇතත්, වැටුප් තලයේ පිහිටුවීම හා හිඟ වැටුප් නොගෙවා තිබියදී ඉංජිනේරු සහකාර එල්. එම්. අයි. යූ. සිල්වා නැමැති අයට පමණක් වැටුප් තලයේ පිහිටුවා හිඟ වැටුප් ගෙවා තිබීම මගින් ඉල්ලුම් කැරවත් හට යම් අසාධාරණයක් සිදු වී තිබේද යන්න හා එසේ අසාධාරණයක් සිදු වී තිබේ නම් ඔවුන්ට හිමිවිය යුතු සහනයන් කවරේද යන්න පිළිබඳව වේ. ”

Hence, it is clear that the referral for arbitration is based on clause 3 of the first letter issued to the 5th to 9th Respondents. To be specific, whether clause 3 was in the breach pertaining to 5th to 9th Respondents while it has been implemented pertaining to one L.M.I.U. Silva. Accordingly, the arbitrator is empowered to decide whether there had been a injustice caused to the said Respondents and what reliefs the above-mentioned Respondents are entitled to.

It is clear that the dispute is pertaining to the interpretation of clause 3 of the first letter. While the 5th to 9th Respondents complain that the said clause has not been implemented to them but it has been implemented on one Silva thereby causing an injustice to the 5th to 9th Respondents, the Petitioner submitted that the Respondents have misunderstood clause 3 and the learned arbitrator too had not considered the said clause properly. Further, they conceded that Silva had been kept on a higher salary scale and arrears had been paid but, submitted that it had happened inadvertently and erroneously and that it had been brought to the attention of the Petitioner only when the 5th to 9th Respondents contended the said issue before the arbitrator. Accordingly, the Petitioner contended that they had taken steps to rectify the error and to recover the amount paid in excess to the said Silva. It was further submitted that the said Silva had not objected to the said recovery process.

In view of the above-mentioned admission by the Counsel for the Petitioner, referral for arbitration has to fails. Hence, as per the submission of the Counsel for the Petitioner, this will not arise as the Petitioners concede that a mistake had occurred and that they had taken steps to recover the overpayment. Hence, whether an injustice had been caused to the 5th to 9th Respondents in comparison to one Silva will not arise.

Let me now consider clause 3 of the first letter of appointment.

Clause 3 of the first letter

As I have stated above it is common ground that clause 3 is the same in the first letter of appointment of the 5th to 9th Respondents. The said clause 3 states as follows;

“03. මෙම තනතුර මණ්ඩලීය සේවාවේ X වන ශ්‍රේණියට අයත් වේ. ඊට අදාළ වැටුප් කාණ්ඩය MA 2-2 වන අතර, වැටුප් පරිමාණය රු. 25,988 - 2 x 444 - 13 x 481 - 33,129/- වේ. ඔබ රාජකාරි භාරගත් දින සිට මෙම වැටුප් පරිමාණයේ රු. 25,988/- ක (මාසික) වැටුප් තලයෙහි පිහිටුවනු ලබන අතර, මීට අමතරව ජීවන වියදම් දීමනාවද ගෙවනු ලැබේ. මණ්ඩලයේ බඳවා ගැනීමේ පරිපාටියට අනුව ඔබ අධ්‍යාපන සුදුසුකම් සපුරා ගැනීමෙන් පසු රජයේ දෙපාර්තමේන්තුවක / සංස්ථාවක සේවය කර තිබේ නම්, එකී සේවා සහතික ඉදිරිපත් කිරීමෙන් පසු සුදුසු ඉහල වැටුප් පියවරක තැබීමට මණ්ඩලයේ නීති රීති අනුව මණ්ඩලය විසින් පසුව සලකා බලනු ඇත.”emphasis added

The said clause contemplates placing the appointee on MA2/2 salary scale in Grade 10 and the salary is given. In my mind, the most important part of this clause is the following, which I reiterate;

“මණ්ඩලයේ බඳවා ගැනීමේ පරිපාටියට අනුව ඔබ අධ්‍යාපන සුදුසුකම් සපුරා ගැනීමෙන් පසු රජයේ දෙපාර්තමේන්තුවක / සංස්ථාවක සේවය කර තිබේ නම්, එකී සේවා සහතික ඉදිරිපත් කිරීමෙන් පසු සුදුසු ඉහල වැටුප් පියවරක තැබීමට මණ්ඩලයේ නීති රීති අනුව මණ්ඩලය විසින් පසුව සලකා බලනු ඇත” (emphasis added).

Hence it is clear as submitted by the Counsel that the appointee upon satisfying the requirements of the Scheme of Recruitment and if he or she can establish that they had served in a government department or corporation and upon the submission of service certificates, the Petitioner would consider placing the appointee on a higher salary scale as per the rules and regulations of the Petitioner Board.

Upon a plain reading of the said condition, it can be understood that the condition clearly stipulates that an appointee must satisfy the educational requirement under the Scheme of Recruitment and thereafter, satisfy that he has worked at a government department or corporation by producing a service certificate. In my view, these are the two main ingredients to be established for an appointee to be placed in a higher salary scale. Further, even if the said requirements are met, in my view, the said clause does not guarantee to place the appointee in a higher salary scale because the clause states that, once the said requirements are satisfied, they would consider placing the said appointee in a higher salary scale subject to the rules and regulations of the Petitioner.

In my view, if I am to summarise the above, even if the appointee establishes the requirement of work experience at a government department or corporation by producing a certificate, he still cannot ask as of right to be placed at a higher salary scale as that step would be taken after considering the rules and regulations on a later date. Hence, in my view, the 5th to 9th Respondents' contention that they were entitled under clause 3 of the first letter considering their service to be placed in a higher salary scale, cannot be sustained. Let me now consider the second letter of appointment or what is called formal letter of appointment.

Clause 3 of the second letter

The formal letter does not have the said clause 3. It appears that the said clause 3 has been completely omitted from the formal letter. The clause 3 of the formal letter of appointment stipulates as follows;

“03. ඔබ මෙම පත්වීම ලැබීම සම්භව ඊට පෙර රජයේ හෝ රජයේ වෙනත් සංස්ථාවක හෝ මේ හා සමාන තනතුරක නියුක්තව සිටියේ නම්, මණ්ඩලයේ එකඟත්වය ඇතිව නියමිත වර්ෂ තුනක කාලයකට වඩා අඩු පරිචාස කාල පරිච්ඡේදයක් ඔබට නියම කළ හැකිය.”

Hence, the formal letter of appointment contemplates that upon acceptance, if the appointee had served as a government servant or in a government corporation in a similar position, upon the agreement of the Petitioner Board, their compulsory work period could be reduced. Accordingly, an appointee on acceptance can only expect to get his probationary period reduced. That too only with the agreement of the Board. I observe the formal letter had followed within a short period after the first letter had been issued.

For easy reference, I will now consider each of the first and second letters of the 5th to 9th Respondents.

Name	First Letter of Appointment	Formal Letter of Appointment
Mr U A N I Jayaratne	18.05.2012	23.11.2012
Mr W V D M P Welaramba	16.04.2012	31.07.2013
Mr J M T N B Jayasinghe	xx.05.2012	23.11.2012
Mrs K M T Tharangani	25.04.2012	25.10.2012
Mr J A H B Jayasooriya	18.05.2012	23.11.2012

It appears that the 5th to 9th Respondents have signed and accepted the second letter of appointment. Hence, in my view, the contractual relationship between the 5th to 9th Respondents and the Petitioner is governed by the formal letter of appointment.

The learned Counsel for the 5th to 9th Respondents contended that since there is no repudiation of the first letter of appointment, the formal letter of appointment should be read in addition to the first letter of appointment. However, the Counsel failed to elaborate on this argument, nor did he mention the basis he is relying when making the said contention. On a careful examination of the formal letter of appointment, I observe that it does not refer to the first letter. It is a standalone letter of appointment. Upon the appointees accepting and signing the said letter, the appointees become bound by the terms and conditions of the formal letter. On the contrary to the argument of the learned Counsel for the 5th to 9th Respondents it is observed in the first letter it is specifically mentioned that upon accepting the first letter a formal letter of appointment was to follow.

Hence, in my view, the said contention mentioned above cannot be accepted. As stated above the first letter of appointment clearly states that upon acceptance of the appointment, the Board will issue the formal letter of appointment which is the second letter. When the 5th to 9th Respondents accepted the second letter, they have accepted all the conditions of the formal letter of appointment and from the date of acceptance of the said letter, the contract of employment between employer and employee is based on the second letter of appointment. If the 5th to 9th Respondents were unsatisfied with the removal of clause 3 depicted in the first letter, it was open for them to refuse acceptance of the formal letter of appointment, unfortunately which has not happened in this instance nor is there any material to state that they have accepted the said formal letter of appointment under protest. Hence, the only conclusion this Court can come to is that the 5th to 9th Respondents have accepted the formal letter of appointment in its entirety without exceptions. The formal letter of appointment does not contemplate the appointee being kept in a higher salary scale. However, it does contemplate the reduction of the probationary period if the appointee had worked in government service or a corporation of the government in a similar position.

Be that as it may, I will now examine the arbitrator's award which is marked and tendered as X22. I am mindful that this is not an appeal but a Writ application. I am also mindful that in a Writ application what is important is not whether a decision is right or wrong but, whether it is legal or illegal.

The award of the arbitrator

In the award, the arbitrator has stated that although there were five claimants in the first party, and the Petitioner being the second party, only one U.A.N.L. Jayaratne had given evidence on behalf of the first party. The arbitrator had specifically observed that the second issue referred for arbitration, namely, the injustice caused to the 5th to 9th Respondents in relation to the treatment of one Silva. The arbitrator has observed that the Petitioners in this case had conceded that the said Silva had been paid by an error and had taken steps to recover the said sums. Hence, there cannot be any injustice caused to 5th to 9th Respondents in comparison to the said Silva as with the recovery of the excess payment, both fall into the same category. The way the referral is worded with the said decision of the arbitrator the dispute between the parties should have come to an end. In my view the dispute is not pertaining to the exclusion of clause 3 of the first letter in the formal appointment but the injustice caused to the 5th to 9th Respondents by not implementing the said clause 3 pertaining to them, but implementing the said clause pertaining to Silva. Hence when the said anomaly pertaining to Silva is rectified the dispute referred should have come to an end.

However, the learned arbitrator had then proceeded to consider the first and second letters of appointment. He had observed that clause 3 of the first letter is omitted from the second letter and since clause 3 of the first letter has not been specifically cancelled, has held that the said clause to be operative. Further, he had considered the Scheme of Recruitment that was in force prior to 2011 and the subsequent Scheme of Recruitment. In doing so, he has failed to consider the basic referral for arbitration which was the interpretation of clause 3 of the first letter of appointment.

The learned arbitrator had given a wide interpretation to the second letter of appointment and had come to the conclusion that as the first letter of appointment has not been cancelled by the formal letter of appointment, clause 3 of the first letter of appointment should prevail. However, in my view, in coming to the conclusion, the arbitrator has failed to consider clause 8 of the first letter which clearly demonstrates that upon acceptance of the first letter the formal letter of appointment was to be issued.

No evidence had been led to establish that the second letter of appointment is in addition to the first letter of appointment and the learned arbitrator has failed to consider the terms and conditions of signing and accepting the conditions of the second letter of appointment.

By accepting the second letter, the appointees accepted that they are bound by the second letter as nowhere in the second letter does it say that the appointee is bound by the conditions of the first letter. There is no evidence led to the said effect. However, despite the absence of evidence, the learned arbitrator has come to the conclusion that the conditions in the first letter are to be considered as conditions of the second letter.

In considering the award, it is apparent that the arbitrator in arriving at the calculations had considered the letters of appointment of 5th to 9th Respondents, the increment dates and the opening salary. It was contended by the Petitioner that these facts are personal to each Respondent. This was not contradicted by the Respondents. It was the Petitioner's contention that these matters should have been placed before the arbitrator by way of evidence. At the commencement of the award, the learned arbitrator concedes that though there were five claimants of the first party, only one U.A.N.L. Jayaratne gave evidence. However, the learned Counsel for the Petitioner contended that in his evidence, he had specifically stated that he is giving evidence only on behalf of himself. Further, the said Jayaratne in his evidence had conceded that the letters of appointment and other documents pertaining to five claimants of the first party are different (page 270 of the brief).

“මේ අනුව සාක්ෂිකරු මේ නඩුවේ ජයරත්න, වල්අරඹ, ජයසිංහ, තරංගනී ජයසූරිය යන පස් දෙනාටම ලබා දුන්න පත්වීමේ ලිපිය හා අනෙකුත් ලේඛන එකිනෙකට සමාන ද?

නැහැ. ඔවුන්ට ලබා දුන්න ලේඛන වල යම් යම් වෙනස්කම් තියෙනවා”

He has also conceded that the probationary periods were different, the letters of confirmation given to the witness is different to the letters of confirmation given to the others (page 220 of the brief). Further, the said witness had specifically made an application that as per matter pertaining to the job, he will be giving evidence only pertaining to matters personal to him.

“මේ අවස්ථාවේ දී මීට පෙර සාක්ෂිකරු අනෙක් ඉල්ලුම්කරුවන් වෙනුවෙන් ද නමුත් සාක්ෂි දෙන බව කියා සිටියත්, එය එසේ නොව තමුන්ගේ ගැටලුවට අදාළ කරුණු සම්බන්ධයෙන් පමණක් සාක්ෂි දීමට අවසර ඉල්ලා සිටී. ඒ අනුව සාක්ෂිකරුගේ රැකියාව සම්බන්ධයෙන් ඔහුට පුද්ගලික වන කරුණු සම්බන්ධයෙන් පමණක් සාක්ෂි දීමට සාක්ෂිකරු අවස්ථාව සලසා දෙන ලදී.”

Hence, it is contended the in the absence of the other four witness giving evidence the arbitrator had no evidence before him to make an award pertaining the respondents other than Jayaratne who gave evidence. Thus, the argument that the award is bad in law under the no evidence rule.

It was also contended by the learned Counsel for the Petitioner that even if they concede for argument's sake that clause 3 of the first letters of appointment is retained in addition to the conditions in the second formal letter of appointment, still the 5th to 9th Respondents as of a right cannot claim for salary increment, since, in order to obtain that salary increment, they should have submitted and established that they had worked in a government department or corporation by producing service certificates. It was his contention that none of the above Respondents have established this by producing service certificates. Hence, in the absence of producing such service certificates, the entitlement to be kept in a higher salary scale will not arise. In considering the evidence placed and the analysis of the arbitrator, this Court is inclined to agree with the said submissions.

It is further observed that even if I am to assume such certificates were presented as per clause 3, the appointee still doesn't get a right to be kept in a higher salary scale, as the clause suggests it should be subject to the department rules and regulations and subject the consideration of the board pursuant to the said rules and regulations. In the arbitral award marked as X22 the learned arbitrator has not referred to any material submitted by the 5th to 9th Respondents to satisfy that they fall within the said clause 3. Hence, in my view, there was no evidence before the learned arbitrator, when he came to the conclusion in the award, that clause 3 of the first letter of appointment has been violated. In the absence of such evidence, the challenge to the arbitrator's award by the learned Counsel for the Petitioner on the grounds of unreasonableness succeeds. Further, the absence of any evidence to come to the conclusion of the award itself amounts to an error of law on the face of the record. In coming to this conclusion, I have considered the case of ***Gunasekara v. De Mel, Commissioner of Labour 79 (2) NLR 426***, it was held that:

“A tribunal which has made findings of fact wholly unsupported by evidence or which it has drawn inferences wholly unsupported by any of the facts found by it will be held to have erred in point of law. The concept of error of law includes the giving of reasons that are bad in law or inconsistent, unintelligible or would seem substantially inadequate. It includes also the application of a wrong legal test to the facts found taking irrelevant considerations into account and arriving at a conclusion without any supporting evidence. If reasons are given and these disclose that an erroneous legal approach has been followed the superior Court can set the decision aside by certiorari for error of law on the face of the record. If the grounds or reasons stated disclose a clearly erroneous legal approach the decision will be quashed. An error of law may also be held to be apparent on the face of the record if the inferences and decisions reached by the tribunal in any given case are such as no reasonable body of persons properly instructed in the law applicable to the case could have made.”

Further, in the case of *Chas Hayley and Co. Ltd., Vs. Commercial and Industrial Workers (1995) 2 SLR 42*, the Court held that:

“It is well settled that the order of an inferior tribunal having a duty to act reasonably in determining the rights of the parties is liable to be quashed by Writ of Certiorari for an error of law appearing on the face of the record. A finding of fact may be impugned on the ground of error of law on the face of the record (a) erroneously refusing to admit admissible material evidence (b) erroneously admitting inadmissible evidence which influences the finding (c) finding based on no evidence (d) where the tribunal had acted with manifest or clear unreasonableness or unfairness.”

The Petitioner’s main contention on challenging the arbitral award is also based on the ground that the arbitrator has come to a conclusion in the absence of evidence. I’m also inclined to agree with the submission of the learned Counsel for the Petitioner that, if the 5th to 9th Respondents contemplated that they fell within the ambit of clause 3 of the first letter of appointment for argument’s sake, still the burden of proof before the Labour Commissioner at the arbitration was with the said Respondents. If the said Respondents had qualified under the said clause, they could have easily produced the certificate of service obtained from the government department or corporation. None of these have been submitted during the arbitration.

In considering the above, I am inclined to agree with contention that when the arbitrator made the award, he had failed to consider that there was no evidence to establish that the said clause 3 was retained in the second letter of appointment.

Hence, upon the acceptance of the formal letter of appointment, which did not retain clause 3 contained in the first letter, the 5th to 9th Respondents cannot claim the said benefits under clause 3 of the first letter.

The learned Counsel for the 5th to 9th Respondents submitted that upon the arbitration award being published and before the repudiation of the award came into force, the Labour Commissioner had filed enforcement proceedings in the Magistrate’s Court. However, none of the parties to this application have tendered to this Court any material to substantiate this contention. Therefore, the Court is not in a position to consider the said position. The learned Senior State Counsel appearing for 1st to 4 Respondents at the

conclusion of the submissions, submitted that she is not objecting to the reliefs being granted as prayed for.

Conclusion

I have considered the submissions made and the documents tendered. Accordingly for the reasons stated above it is my view that the arbitrator has come to the conclusions depicted in the award and computed the calculations pertaining to 5th to 9th Respondents when only 6th Respondent had given evidence relating to his job.

Hence, there is no evidence before the arbitrator to come to the conclusions he had arrived at thus making the award bad in law amounting to an error of law in the face of the record. Accordingly, I proceed to grant the reliefs prayed for in prayers (c) and (d) since I have granted prayer (c) and (d) the reliefs prayed by prayer (b) would not arise. Therefore, I make the following orders:

A Writ of Certiorari is issued to quash the award dated 20.02.2022 marked and submitted as X22 and any subsequent steps thereafter.

A Writ of Certiorari is issued to quash the Award published in the Government Gazette Extraordinary dated 27.04.2022 and No. 2277/38, which is marked and submitted as X24”.

Although the Petitioner has been successful at the hearing and normally the successful party is entitled to cost considering that the 5th to 9th Respondents are employees, I do not intend to award costs that under normal circumstances would follow. Hence, the parties are to bear their own costs.

Judge of the Court of Appeal

Mahen Gopallawa, J

I agree

Judge of the Court of Appeal