

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

In the matter of an application for mandates in
the matter of *Writ of Mandamus and Certiorari*
under and in terms of Article 140 of the
Constitution of the Democratic Socialist
Republic of Sri Lanka.

**C.A. (Writ) Application
No: 0157/2026**

Santhana Devage Prajith Senaka Deepal Silva
Carrying on business as a sole proprietor
Under the name and style of
“Hansaka Construction”
No. 128/1,
Irattakulama
Madampe

Petitioner

Vs.

1. Air Vice Marshal Sampath Thuyacontha,
Secretary,
Ministry of Defence,
Defence Headquarters Complex
Sri Jayawardanapura, Kotte
2. Air Marshal Vasu Bandu Edirisinghe,
Commander of Sri Lanka Air Force and
Chairman of Tender Board and Chairman of
The Procurement Committee,
Air Force Headquarters,
Defence Headquarters Complex,
Sri Jayawardanapura, Kotte
3. Air Vice Marshal Sumedha De Silva,
Director, Special Project Management Unit
of Sri Lanka and Member of Tender Board
and Chairman of Technical Evaluation
Committee,
Air Force Headquarters
Defence Headquarters Complex,
Sri Jayawardanapura, Kotte

4. Air Vice Marshal Gladwin Atapattu
Director, General Logistics of
Sri Lanka Air Force
Air Force Headquarters,
Defence Headquarters Complex,
Sri Jayawardanapura, Kotte.
5. Group Captain Prasanna Samadasa
Chief Procurement Officer of Sri Lanka
Air Force and Member of Tender Board
Air Force Headquarters,
Defence Headquarters Complex,
Sri Jayawardanapura, Kotte

Respondents

Before : R. Gurusinghe, J.
&
Dr S. Premachandra, J.

Counsel : Pradeep Perera with G.D.D.P. Priyanthi
for the Petitioner.

Nirmalan Wignesweran, DSG with
Prabashinee Jayasekera, SC
for the Respondents

Supported on: 02-04-2026

Decided on: 03-06-2026

ORDER

R. Gurusinghe, J.

The petitioner is a businessman carrying on business under the name and style of Hansaka Construction. The 1st respondent is the Secretary to the Ministry of Defence; the 2nd respondent is the Commander of the Sri Lanka Air Force; and the remaining respondents are officers of the Sri Lanka Air Force.

The Sri Lanka Air Force invited bids for the hiring of Motor Graders for the development of the Hingurakgoda Airport Project. The petitioner states that, having satisfied all the requisite eligibility and qualification criteria, the petitioner submitted a bid in response to the said invitation for the hiring of Motor Graders for the aforesaid Project.

The petitioner further states that, by a Special Power of Attorney, marked A4, he appointed Kehel Beddagelage Dilaksa Pawan Gayashree Ratnayake as his attorney, *inter alia*, for the purpose of carrying out all construction work on behalf of Hansaka Construction, supplying all machinery, equipment and building materials for/on behalf of Hansaka Construction, conducting all accounting activities with the relevant financial institutions, and entering into bonds and agreements in respect of Hansaka Construction.

After completion of the bid evaluation process and upon approval of the procurement committee, the tender was awarded to the petitioner on 30-01-2026, and the particulars relating to the acceptance of the said bid are as follows:

Item	Hours	Unit Price	Value/LKR
Motor Grader/130hp/blade size 12ft	2875	7050.00	20,268,750.00
Motor Grader/110hp/blade size 10ft – Quantity 2	1850	6675.00	12,348,750.00

By letter dated 19-02-2026, Group Captain T.P. Samadasa, Chief Procurement Officer, informed the petitioner that the Order No. PD/L/PUBE/26/10001 and Contract No. SLAF/PD/PUB/94/2026 has been cancelled for the reasons stated in that letter. A copy of the said letter is produced, marked A9.

A9 states *inter alia* that;

Para 14 of the petition

- i. It has been identified that supplying the machinery related to the above-approved tender has a direct connection with “Janidu Construction” institution, which has been blacklisted due to a

previous VAT irregularity. Further investigations were conducted by the Sri Lanka Air Force in this regard, and it was observed that Kehel Beddagelage Dilaksa Pawan Gayashree Ratnayake, the Power of Attorney holder who signed the contract with the Sri Lanka Air Force through a Power of Attorney on behalf of “Hansaka Construction” institution, has direct connections with “Janidu Construction” institution.

- ii. Furthermore, on the advice of Attorney General instructions were given to, all institutes having direct links with the aforementioned “Janidu Construction” institution to be removed from the procurement process of the Sri Lanka Air Force and/or blacklisted. Accordingly, the Project Procurement Committee has approved the cancellation of the order number PD/L/PUBE/26/10001 and the contract number SLAF/PD/PUB/94/2026 issued to your institute.
- iii. It is hereby notified that the order bearing number PD/L/PUBE/26/10001 and the contract bearing number SLAF/PD/PUB/94/2026 will be cancelled with effect from 19th February 2026 and after that date, any services of your institution related to the relevant project will not be obtained and you are hereby requested to immediately remove the machinery belonging to your institute from Higurakgoda Airstrip construction project.
- iv. It is also hereby informed that invoices for the work provided in relation to the above order shall be submitted only up to 19th February 2026 and that the Sri Lanka Air Force will make payments in relation to the above order only up to 19/2/2026.

In paragraph 15, the petitioner avers that neither the petitioner nor Hansaka Construction has any direct or indirect connection with the business entity named “Janidu Construction”. In paragraph 17, the petitioner states that *“it is not disclosed in the aforesaid letter, nature and/or type of the direct connections of Kehel Beddagelage Dilaksa Pawan Gayashree Ratnayake, the Power of Attorney holder of the Petitioner having with “Janidu Construction” business entity, therefore aforesaid allegation is false, baseless, and unsupported by any credible evidence.”*

The petitioner in paragraph 18 states that decisions made by the respondents are:

- i. Without conducting any proper or lawful inquiry;

- ii. Without calling for any explanation or statement from the Petitioner or from Kehel Beddagelage Dilaksa Pawan Gayashree Ratnayake, the Power of Attorney holder of the Petitioner.
- iii. Without furnishing the Petitioner or Kehel Beddagelage Dilaksa Pawan Gayashree Ratnayake, the Power of Attorney holder of the Petitioner, with the allegations made against him;
- iv. Without affording the Petitioner or Kehel Beddagelage Dilaksa Pawan Gayashree Ratnayake, the Power of Attorney holder of the Petitioner, an opportunity of being heard prior to the making of the said impugned decision.

Learned State Counsel appearing for the respondents tendered several documents and contended that the impugned letter P9 was issued solely on the basis of the contractual relationship between the petitioner and the Air Force. Further, contended that the said letter was not issued in the exercise of any statutory power and, accordingly, is not amenable to the writ jurisdiction of this Court.

Further, the petitioner has suppressed material facts and thereby sought to mislead the Court. Among the documents submitted by the Learned State Counsel in support of the said contention, there is a copy of the Certificate of Registration of an individual (Business)(5R3) produced among the documents tendered before the Court.

The said Certificate of Registration of an individual reflects that the registered business name is “Janindu Construction” and, according to item No. 6, the present name of the individual is Muthukuda Arachchilage Nilushi Muthukuda. The said document clearly demonstrates that the owner of Janidu Construction is Muthukuda Arachchilage Nilushi Muthukuda, who is the mother of the petitioner's Power-of-Attorney holder. Further, the Power of Attorney holder is only 20 years of age. It may reasonably be inferred that the business affairs are probably managed by the mother of the said Power-of-Attorney holder, who would run the business.

The Learned State Counsel produced a copy of the birth Certificate of the petitioner's Power of Attorney holder, Kehel Beddagelage Dilaksa Pawan Gayashree Ratnayake (5R2), which indicates that the mother of the said Power of Attorney holder is Muthukuda Arachchilage Nilushi Muthukuda. It was submitted that these documents, together, clearly demonstrate a close connection between the petitioner's Power of Attorney holder and Janidu Construction. The powers granted under the Special Power of Attorney

marked A4 disclose that the petitioner has delegated to the Power of Attorney holder almost all the powers to manage and conduct the affairs of Hansaka Construction on the petitioner's behalf.

The above-mentioned submitted documents clearly establish that the petitioner suppressed material facts from this Court with a view to obtaining a favourable order. Moreover, the contents of P9 are correct. Suppression of material facts warrants the dismissal of the application *in limine*.

In Alphonso Appuhamy v. Hettiarachchi (1973) 77 NLR 131, the Supreme Court held that “when an application for a prerogative writ or an injunction is made, it is the duty of the petitioner to place before the Court, before it issues notice in the first instance, a full and truthful disclosure of all the material facts; the petitioner must act with *uberrima fides*. The said principle was consistently followed in subsequent cases.”

In Moosajees Ltd. v. Eksath Engineru Saha Samanya Kamkaru Samithiya 79 (1) NLR 285, the Supreme Court, quoting from the case of Castelli v. Cook, (1849) 7 Hare 89, stated that,

If I may repeat the words of Wigram V. C. in the case of Castelli v. Cook, ("A plaintiff applying ex-parte comes (as it has been expressed) under a contract with the Court that he will state the whole case fully and fairly to the Court. If he fails to do that, and the Court finds, when the other party applies to dissolve the injunction, that any material fact had been suppressed or not properly brought forward, the plaintiff is told that the Court will not decide on the merits, and that, as he has broken faith with the Court, the injunction must go ".

In Blanca Diamonds (Pvt) Ltd. v. Wilfred Van Els and Two Others [1997] 1 Sri LR 360, His Lordship F.N. D. Jayasuriya J stated as follows;

In filing the present application for discretionary relief in the Court of Appeal Registry, the petitioner company was under a duty to disclose *uberrima fides* and disclose all material facts to this Court for the purpose of this Court arriving at a correct adjudication on the issues arising upon this application. In the decision in Alphonso Appuhamy v. Hettiaratchi⁽¹⁾, Justice Pathirana, in an erudite judgment, considered the landmark decisions on this province in English Law and cited the decisions which laid down the principle that when a party is seeking discretionary relief from this Court upon an application for a writ of certiorari, he enters into a contractual obligation with the Court when he files an application in the Registry

and in terms of that contractual obligation he is required to disclose *uberrima fides* and disclose all material facts fully and frankly to this Court. *Vide* also the decision in *Castelli v. Cook*, at p. 94.

It is manifestly clear that the petitioner company has been remiss in its duty and has failed to carry out its imperative legal duty and obligation to Court. In such circumstances, Justice Pathirana ruled that the Court is entitled to raise this matter *in limine* and to dismiss.

It is clearly established that the petitioner has suppressed material facts from Court in order to obtain a favourable order. Further, what has been stated in P9 is correct. Therefore, the Court refuses to issue formal notice on the respondents.

The application of the petitioner is dismissed.

Judge of the Court of Appeal

Dr. S. Premachandra J.

I agree.

Judge of the Court of Appeal.