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

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

**WIJESINGHE MUDIYANSALAGE
RANJITH WASANTHA WIJESINGHE**

Sole Proprietor of NRP Construction
(through his Power of Attorney Maha
Mendige Manoj Jayamal)
No. 60/2, Aluthgama, Bogamuwa,
Kalagedihena.

PETITIONER

**Court of Appeal No.
CA/WRT/ 432/2026**

-Vs-

01.BRIGADIER M.S. AMITH ISC,
Commissioner General Of
Rehabilitation

**02.PROF. A. W. K WASANTHA
SUBASINGHE,**
Chairman of The Council Of Bureau
of Rehabilitation.

03.BOR (Bureau of Rehabilitation)

All of the Above No: 462/2,
Kaduwela Road, Ganahena,
Battaramulla.

04.ANANDA WIJEPALA

Minister of Public Security and
Parliamentary Affairs

05.SUNIL WATAGALA

Deputy Minister of Public Security
and Parliamentary Affairs

06.Mr. D.W.R.B. SENEVIRATNE

Secretary to Ministry of Public
Affairs

**07.MINISTRY OF PUBLIC SECURITY
AND PARLIMENTARY AFFAIRS**

All of the Above
18th Floor, "Suhurupaya",
Battamulla.

RESPONDENTS

Before : JUSTICE R. GURUSINGHE
JUSTICE ANNALINGAM PREMASHANKER

Counsel: Sandamal Rajapaksha, Attorney - at - Law with
Gihan Siriwardana, Attorney - at - Law and
Harsha Mendis, Attorney - at - Law for the
PETITIONER

Abigail Sooriyakumar Jayakody, Senior State
Counsel for the RESPONDENTS

Written Submissions of the Petitioner :- 20.06.2026

Written Submissions of the Respondents :-

Supported on :- 07.07.2026

Order on :- 04.08.2026

ORDER

ANNALINGAM PREMASHANKER, J.

01. This is a Writ application by a **Contractor (NRP Construction)** against the **Employers (Bureau of Rehabilitation)** in respect of **the reference to arbitration**, and the Petitioner sought the following reliefs:

- a. Issue notices to Respondents;**
- b. Grant and issue a mandate in the nature of a Writ of Certiorari quashing the purported decision of the Respondents referring the dispute to arbitration**

communicated by letter dated 30.03.2026, marked P11;

c. Grant and issue a mandate in the nature Writ of Mandamus directing the Respondents to give effect to and implement the determination of the Adjudicator dated 29.11.2024, marked X;

d. Grant an Interim Order staying all arbitration proceedings purportedly commenced pursuant to the Respondents' letter dated 30.03.2026 pending the final determination of this application.

e. Grant an Interim Order preventing the Respondents from taking any further steps pursuant to the purported arbitration reference, marked P11;

f. Grant costs;

g. Grant such other and further relief as this Court shall seem meet.

in the petition dated 13.06.2026.

02. There was an issue on submission of documents, and subsequently ICTAD, Standard Bidding Document was submitted by the Petitioner. On 07.07.2026, the application for notice and interim relief was supported by the Petitioner. All the seven Respondents were represented by a Senior State Counsel. Both Counsels made their respective lengthy submissions and undertook to submit synopsis within two weeks from 07.07.2026.

03. The Petitioner was successfully awarded with the following two contracts:

- i. Contract No. BCGR/LOG/CON/01 dated 30.12.2016 for construction of quarters for resource personnel and visiting Government officials at the Rehabilitation Centre at Senapura,**
- ii. Contract No. BCGR/LOG/CON/02 dated 30.12.2016 for construction of quarters for resource personnel and visiting Government officials at the Rehabilitation Centre at Kandakadu.**

The Contractor commenced their work on or about 12.01.2017. Suddenly, the Department of Wildlife Conservation issued a notice suspending the work due to the absence of the requisite Wildlife Approval.

04. Consequent upon disputes arising between the parties, an adjudication was opted for. The adjudicator made his decision dated 29.11.2024 (Document marked X). The employer expressed their dissatisfaction with the said decision (Document marked P10). Thereafter, the employer forwarded a notice of arbitration dated 30.03.2026 (Document marked P11) calling upon the contractor to appoint an arbitrator. The contractor, through their Attorney – at – law, has submitted objections to the reference to arbitration (Document marked P12) which were replied to by the 1st to 3rd Respondents (Document marked P13).

05. The Petitioner challenge the notice of arbitration in this proceeding as it is contrary to the law applicable to the contractual agreements between the parties and inter alia illegal, ultra vires, unlawful, arbitrary, capricious and in violation of the principle of legitimate expectation and natural justice.

06. Clause 19.3 of ICTAD's Standard Bidding Document is as follows;

“The adjudicator shall give the outcome of the mediation in writing to the parties within 28 days of the dispute being referred to him.

The cost of the adjudicator shall be divided equally between the Employer and the Contractor, irrespective of the findings of the Adjudicator. Either party may refer the issue/s to arbitration in accordance with Sub Clause 19.5 (Arbitration) within 28 days of the Adjudicator's written communication. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's written communication will be final and binding. The Adjudicator is not required or bound to appear or justify the outcome of the mediation before any arbitral tribunal or a court of justice. His findings, however, may be produced by any of the parties at such arbitral or judicial sittings.”

07.Clause 19.5 of ICTAD's Standard Bidding Document is as follows;

Any doubt, difference, dispute, controversy or claim arising, out of or in connection with or touching or concerning the execution or maintenance of the works in this contract, or on the interpretation thereof or on the rights, duties, obligations, or liabilities of any of the parties thereto or on the operation, breach termination, abandonment, foreclosure or invalidity thereof, shall be finally settled by arbitration after written notice by either party to the Contract to the other for a decision to a sole arbitrator to be appointed as hereinafter provided.

The party desiring arbitration shall nominate three arbitrators out of which one to be nominated by the other party within 21 days of the receipt of the said request. If the other party does not nominate one to serve as Arbitrator within the stipulated period the party calling for arbitration shall nominate one of the three and inform the other party accordingly.

The arbitration shall be conducted in accordance with Arbitration Act No.11 of 1995.

If the Arbitrator so appointed is unable or unwilling to act or resign the appointment or vacate his office due to any

reason whatsoever another Arbitrator shall be appointed in the same manner as mentioned aforesaid.

The Arbitrator so appointed shall be entitled to determine the rules of procedure to be followed in the Arbitration.

The Arbitration shall be held in Sri Lanka and the venue if not finalized by the parties, shall be decided by the Arbitrator.

08. As per the above clauses, it is clear that either party may refer the issue to arbitration in accordance with clause 19.5 within 28 days of the adjudicator's written communication, so the reference has to be made within 28 days of the receipt of the written communication of the Adjudicator.

09. Admittedly, the date of the Adjudicator's decision is 29.11.2024. This has been communicated and received by the Employer on 03.12.2024 (vide document P10). Hence, the Arbitrary referral must be made within 28 days from 03.12.2024. But the document P11 reveals that the notice of arbitration is dated 30.03.2026, well beyond the 28 days from 03.12.2024. Physical counting of dates and the days shows that there is a matter to be considered by this Court.

10. This Court, having considered all the submissions made by the Counsel and the relevant documents submitted with the petition, accepts the version of the Petitioner that the reference is prima facie improper. The Petitioner has satisfied this Court that there is a prima facie case for consideration of this court.

11. Accordingly, this Court inclined to issue notice on the Respondents and also grant interim orders prayed in prayer

(d) **“staying all arbitration proceedings purportedly commenced pursuant to the Respondents’ letter dated 30.03.2026”**

and

(e) **“preventing the Respondents from taking any further steps pursuant to the purported arbitration reference, marked P11”**

pending the final determination of this application.

On this 4th day of August 2026

JUDGE OF THE COURT OF APPEAL

R. GURUSINGHE, J.

I agree.

JUDGE OF THE COURT OF APPEAL