

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 writ of Certiorari and writ of Mandamus under and in terms of Article 140 of the Constitution.

Application No. CA/WRIT/0690/2026

D. T. Hendawitharane
132, Stanley Thilakaratne Mawatha,
Nugegoda.

PETITIONER

Vs.

1. Ceylon Petroleum Corporation
No.609,
Dr. Danister De Silva Mawatha,
Colombo-09.
2. D. J. A. S. De Rajakakaruna
The Chairman,
Ceylon Petroleum Corporation,
No.609,
Dr. Danister De Silva Mawatha,
Colombo-09.
3. S. M. C. P. Samarakoon
Manager Marketing,
Ceylon Petroleum Corporation,
No.609,
Dr. Danister De Silva Mawatha,
Colombo-09.
4. K. K. T. S Devapriya Regional Manager,
Regional Office,
Ceylon Petroleum Corporation,
No.129, Bar Road,
Batticaloa.
5. Honourable Attorney General
Attorney General's Department,
Colombo-12.

RESPONDENTS

Before: Mahen Gopallawa, J.
Annalingam Premashanker, J

Counsel: Channa Galapattige with Ms. Madhushani De Zoysa, Lahiru Galapattige and Kaushala Karunaratne instructed by Ms. Eranga Panawenne for the Petitioner.

Ms. Vishni Ganepola, State Counsel for the 1st, 2nd and 5th Respondents.

Supported on: 17.09.2026

Decided on: 16.10.2026

Mahen Gopallawa, J.

Introduction

In the instant application, the Petitioner has impugned the issuance of the Quit Notice dated 28.10.2025 in terms of the State Lands (Recovery of Possession) Act No. 7 of 1979 (as amended) and the institution of proceedings for ejectment in the Magistrate's Court of Trincomalee in Case No. MC/5605/01/MIS/25. The Petitioner has further impugned the termination of the dealership agreement with the 1st Respondent Ceylon Petroleum Corporation ("CPC").

The following substantive reliefs have been sought by the Petitioner in the prayer to the petition;

- d) issue a mandate in the nature of a Writ of Certiorari quashing the quit notice dated 28th October 2025 marked as **P-13** and all subsequent proceedings taken by the 1st to 4th Respondents to eject the Petitioner from the said property;*
- e) issue a mandate in the nature of a Writ of Certiorari quashing the proceedings in Case No. MC/5605/01/MIS/25 in the Magistrate's Court of Trincomalee, contained in **P-14**, and all subsequent proceedings therein;*
- f) issue a mandate in the nature of a Writ of Mandamus directing the 1st and 2nd Respondents to refer the dispute between the Petitioner and the Respondents to arbitration in terms of the Dealership Agreement marked as **P-1**;*
- g) issue a mandate in the nature of a Writ of Mandamus directing the 1st to 4th Respondents to grant the said property to the Petitioner on lease and/ or to grant a permit in favour of the Petitioner in respect of the said property;*
- h) issue a mandate in the nature of a Writ of Certiorari quashing the termination letter dated 6th June 2025 marked as **P-9**;*

- i) *issue a mandate in the nature of a Writ of Mandamus directing the 1st and 2nd Respondents to extend the period of the Dealership Agreement marked as **P-1** for a further period of five years commencing from 11th May 2025;*
- j) *issue a mandate in the nature of a Writ of Prohibition restraining the Respondents from granting the dealership, lease, permit or any other right in respect of the said property to any third party;*
- k) *issue a mandate in the nature of a writ of Mandamus directing the 1st to 4th Respondents to divest the said land in favour of the Petitioner;*

When the application was taken up for support, the learned State Counsel for the 1st, 2nd and 5th Respondents (“the Respondents”) objected to the grant of the aforementioned reliefs.

Factual Background

Based on the contents of the petition and the documents annexed thereto and the submissions made by learned Counsel for the parties, a brief account of the factual background may be set out as follows.

The Petitioner had entered into a dealership agreement (P1) with the CPC on 12.05.2023 in respect of premises identified as “Lanka Filling Station,” Kandy Road, Trincomalee owned by the CPC. The said premises had vested in the CPC by virtue of the vesting order published in the Government Gazette No. 13118 dated 16.05.1962 (P3).

It transpires from the letter addressed by the CPC to the Petitioner dated 26.04.2023 (P2), that the said Dealership Agreement had been entered into pursuant to the proposal made by the Petitioner to fully reconstruct the filling station according to the specifications and standards of the CPC at his cost within a period of 2 years. Such obligations are set out in the letter (P2) in the following terms;

ඩී.ටී.හෙන්දාවිතාරණ මහතා,
නො : 132,
ස්ටැන්ලි තිලකරත්න මාවත,
නුගේගොඩ.

මහත්මයාණෙනි,

**සංස්ථාව සතු කාණ්ඩයේ ලංකා පිරවුම්පලෙහි බෙදුම්කාරත්වදුරය පිරිනැමීම,
ලංකා පිරවුම්පල : නුවර පාර, ත්‍රිකුණාමලය,**

එච්.ඩබ්.පක්කුදාස මහතා විසින් බෙදුම්කාරත්වදුරය දරණු ලැබූ නුවර පාර, ත්‍රිකුණාමලය පිහිටි පිරවුම්පල ඔබගේ වියදමින් ප්‍රතිසංස්කරණය කර පවත්වාගෙන යාමට ඔබ විසින් කරනු ලැබූ ඉල්ලීම හා බැඳේ.

ඒ අනුව, ඔබ විසින් ඉදිරිපත් කළ ඉල්ලීම හා යෝජනාවලිය සම්බන්ධයෙන් සලකා බැලූ සංස්ථා අධ්‍යක්ෂක මණ්ඩලය නුවර පාර, ත්‍රිකුණාමලය පිහිටි සංස්ථාව සතු කාණ්ඩයේ ලංකා පිරවුම්පල වසර 02 ක කාලයක් තුළ ඔබගේ වියදමින් සංස්ථා සැලසුම් හා ප්‍රමිතීන්ට අනුව

සම්පූර්ණයෙන්ම ඉදිකර ගැනීමට යටත්ව එහි බෙදුම්කාරත්වය ඔබ වෙත පිරිනැමීමට තීරණය කර ඇත. (emphasis added)

In relation to the duration of the Dealership Agreement, it is provided as follows;

Duration

*This Agreement shall remain in force a for a period of **Two (02)** years from **12.05.2023** and continue thereafter for successive period of five years each until determined by either party by giving thirty days' notice in writing to the other party of its intention to terminate this Agreement without assigning any reason and upon expiration of any such notice this Agreement shall stand cancelled and revoked but without prejudice to the rights of either party against the other in respect of any matter or thing antecedent to such termination provided nothing contained in this clause shall prejudice the rights of the parties to terminate this Agreement earlier in exercise of their rights under any of the provisions contained in this Agreement and/or the rights of the Corporation to stop and/or suspend and/or restrict the supplies to the Dealer pursuant to the provisions contained in that behalf in this Agreement.*

The CPC had taken steps to terminate the dealership agreement by letter dated 06.06.2025 (P9) with immediate effect. The said letter (P9), which sets out the reasons for the termination of the dealership, is reproduced below, in the interests of clarity;

2025.06.06

ඩී.ටී. හෙන්දාවිකාරණ මහතා,
ලංකා පිරවුම්පල,
නුවර පාර,
ත්‍රිකුණාමලය.

මහත්මයාණෙනි,

සංස්ථා බෙදුම්කාරත්වය අහෝසි කිරීම.
සංස්ථාව සතු කාණ්ඩයේ ලංකා පිරවුම්පල - ත්‍රිකුණාමලය.

ඉහත සංස්ථාව සතු කාණ්ඩයේ ලංකා පිරවුම්පල සම්බන්ධයෙන් අලෙවි අංශය විසින් යොමු කරන ලද 2025.01.06, 2025.02.06, 2025.03.14, 2025.04.04 යන ලිපිවලට වැඩිමනත් වශයෙනි.

ඒ අනුව, සංස්ථාව සතු ඉහත පිරවුම්පල ඔබගේ වියදමින් සංස්ථා ප්‍රමිතීන්ට අනුකූලව ඉදිකර ගැනීමට අදාළව අලෙවි අංශය විසින් ඔබ වෙත 2023.04.26 දිනැති ලිපිය මගින් එකී ලිපියෙහි දාතම සිට වසර 02 කාලසීමාවක් තුළ සංස්ථා සැලසුම්වලට අනුකූලව බෙදුම්පල නවීකරණය කර පවත්වාගෙන යාමට සංස්ථා අධ්‍යක්ෂක මණ්ඩල තීරණය අනුව අනුමැතිය ලබා දී තිබුණි.

එම උපදෙස් ප්‍රකාරව කටයුතු කිරීමට ඔබ විසින් 2023.05.12 සිට වසර දෙකකට බලපැවැත්වෙන සේ බෙදුම්කාරත්වයට ගිවිසුම්පත අත්සන් කර ඇති අතර, එම ගිවිසුම්පතෙහි කාලය ඉක්මව ඇතත්, ඔබ විසින් එකඟ වූ පරිදි පිරවුම්පල ඔබගේ වියදමින් ඉදිකර ගැනීමට අපොහොසත් වී ඇත.

එබැවින්, මේ සම්බන්ධයෙන් සලකා බැලූ සංස්ථාව අධ්‍යක්ෂක මණ්ඩලය පවතින තරඟකාරී වෙළඳපොළ රටාව අනුව සංස්ථාව සතු කාණ්ඩයේ සෑම ඉන්ධන පිරවුම්හලක් උපරිම ක්‍රියාකාරීත්වයෙන් පවත්වාගෙන යායුතු බැවින් ඉතාමත් උපක්‍රමශීලීව ව්‍යාපාරික වශයෙන් වැදගත් ස්ථානයක පිහිටි මෙම පිරවුම්පල ඔබ වෙත ලබාදී ඇති කාලය තුළ ඉදිකර ගැනීමට

අපොහොසත් වී ඇති බැවින්, බෙදුම්කාරත්වය අහෝසි කර ටෙන්ඩර පටිපාටියට අනුව සුදුසුකම් ලබන පාර්ශවයක් වෙත හෝ සංස්ථා සකසුරුවම් සමිතිය වෙත පිරිනැමීමට තීරණය කර ඇත.

ඒ අනුව, ඔබගේ වියදමින් සංස්ථා ප්‍රමිතීන්ට අනුකූලව ඉදිකර පවත්වා ගැනීමට පිරිනමා තිබූ සංස්ථා බෙදුම්කාරත්වය අදාළ කාලය තුළ පිරවුම්පල ඉදිකර නිම කිරීමෙන් අනතුරුව ව්‍යාපාරික කටයුතු සඳහා පවත්වාගෙන යාමට අපොහොසත්වීම හා අදාළ බෙදුම්කාරත්වය ගිවිසුම්පතෙහි කාලය ඉකුත් වී ඇති බැවින්, වහාම ක්‍රියාත්මක වන පරිදි ඉහත පිරවුම්පල වෙත ලබා දී තිබූ බෙදුම්කාරත්වය අහෝසි කරන්නෙමු.

ඒ අනුව, සංස්ථා දේපල වට්ටෝරු ලේඛනය පරිදි අදාළ උපකරණ වැ. බ. ප්‍රාදේශීය කළමනාකාර (නැගෙනහිර) වෙත භාරදීමට කටයුතු කරන මෙන් ඉල්ලා සිටිමු. එමෙන්ම පිරවුම්පල භාරදෙන අවස්ථාවේ සංස්ථා බෙදුම්පලෙහි පවතින ඉන්ධන තොග හා ලිහිසි තෙල් තොග වේ නම්, එහි වටිනාකම ගණනය කර සංස්ථාව වෙත අයවිය යුතු කිසියම් හිඟ මුදලක් වේ නම්, එය අඩුකර පියවීමට කටයුතු කරන බව වැඩි දුරටත් දන්වා සිටිමු.

වර්ෂ 1963 අංක : 05 දරණ පනතින් සංශෝධිත වර්ෂ 1961 අංක : 28 දරණ ලංකා ඛනිජතෙල් සංස්ථා පනතෙහි අංක : 5H (04) දරණ වගන්තිය ප්‍රකාරව සංස්ථා අධ්‍යක්ෂ මණ්ඩලය වෙත පැවරී ඇති බලතල අනුව මෙම ලංකා පිරවුම්පල වෙනුවෙන් ලංකා පෙට්‍රල් 92 ඔක්ටෙන්, ලංකා සුදු ඩීසල්, ලංකා භූමිතෙල්, සිපෙට්කෝ ලිහිසිතෙල් විකිණීමට, සැපයීමට සහ බෙදාහැරීමට ඉහත නමින් පවරා ඇති බලය වහාම ක්‍රියාත්මක වන පරිදි මෙයින් අහෝසි කරන්නෙමු.

මෙයට,

ඛනිජ තෙල් නීතිගත සංස්ථාව.

ඩී.ජේ.ඒ.එස්.ද.එස්. රාජකරුණා,
සභාපති

(emphasis added)

It is stated in the petition that, notwithstanding the termination of the dealership, the Petitioner remained in possession of the filling station and continued the construction work which had already commenced.¹

Thereafter, the Quit Notice dated 28.10.2025 (P13) had been issued under the hand of the 2nd Respondent under section 3 of the State Lands (Recovery of Possession) Act (as amended), and, proceedings had been instituted under the said Act in the Magistrate's Court of Trincomalee in Case No. MC/5605/01/MIS/25 on 17.12.2025 to eject the Petitioner from the premises. The proceedings of the aforementioned case (P14) disclose, *inter alia*, that the Petitioner had appeared and shown cause and also moved to file written submissions.² The learned State Counsel informed Court that, pursuant to an inquiry, the order of ejectment in terms of section 10 of the Act had been issued by the learned Magistrate on 25.08.2026, and, that, as the Petitioner had failed to comply with same, the 2nd Respondent had moved for execution of the order of ejectment under section 11 thereof on 09.09.2026.

¹ vide paragraph 15 of the petition

² vide affidavit in the said proceedings (at pp 318-321 of the brief) and the journal entry dated 07.07.2026 (p 348 of the brief).

The Petitioner has also pleaded that he had instituted proceedings in the Magistrate's Court of Trincomalee in Case No. PPC/26/01/PVT/01/25 under section 66(1)(b) of the Primary Courts Procedure Act No. 44 of 1979 (as amended), at the time the aforementioned proceedings under the State Lands (Recovery of Possession) Act were instituted.

In such circumstances, the Petitioner has challenged the termination of the dealership agreement (P1) and the institution of proceedings under the State Lands (Recovery of Possession) Act for the eviction of the Petitioner from the premises.

Grounds of Review and Analysis

It is proposed herein to examine the grounds of review urged by the Petitioner in impugning the termination of the dealership agreement and the institution of proceedings for eviction of the Petitioner from the premises, along with the position taken up by the Respondents on such matters.

a. Termination of the Dealership Agreement

The learned Counsel for the Petitioner made submissions impugning the legality and reasonableness of the decision to terminate the dealership agreement (P1) as well the procedure adopted.

Regarding the legality and reasonableness of the termination, the learned Counsel submitted that the Petitioner was successfully operating the filling station and making timely payments to the CPC and alleged that the reason for the failure to commence construction work on the new building was due to the delay on the part of the CPC in providing necessary plans, approvals and documentation.³ He also referred to the fact that the Petitioner had invested a sum exceeding Rupees Twenty-Five Million in the construction and development of the filling station and that the CPC was aware of such fact.

In response, the learned State Counsel for the Respondents submitted that, as reflected in the letter (P2), the dealership had been granted to the Petitioner upon consideration of the Petitioner's proposal to fully reconstruct the filling station according to the specifications and standards of the CPC at his cost within a period of 2 years, and, that, specific terms and conditions had been included in the dealership agreement (P1) in order to implement such obligations. The learned State Counsel submitted that the initial term of 02 years had been specified in line with such period and that the obligation of the Petitioner to develop and reconstruct the premises and outfit at its own cost in adherence to the rules and regulations, and specifications of the CPC have been specifically set out in clause B 01 C of the dealership agreement. Regarding the investment made by the Petitioner in the construction and development of the filling station, the learned State Counsel pointed out that, it was by undertaking to make such investment that the Petitioner had secured the dealership in the first instance.

³ vide paragraphs 9-12 of the petition.

Denying the allegation of delay on the part of the CPC in providing necessary plans, approvals and documents, she further submitted that, the several documents annexed to the petition marked P6, P7 and P8, which originate in the year 2025, clearly indicate that there has been a delay on the part of the Petitioner in commencing such construction work, and, that in the letter (P8(b)), the Petitioner had acknowledged that he had obtained necessary plans by 21.08.2024.

The learned State Counsel also submitted that, the clause on “duration” of the dealership agreement (P1), as cited above, provides for the termination of the agreement by serving notice, and, that, such provision had been invoked by the letter (P9). Furthermore, the reasons for the termination, namely, the failure to reconstruct the filling station as agreed and the failure to maintain the filling station in a strategic location at an optimum level in a competitive market, had also been set out and communicated in the letter (P9). Additionally, the said letter had also referred to the fact that the term of 02 years had come to an end.

Upon consideration of the aforementioned matters placed before Court by the learned State Counsel, the termination of the dealership agreement appears to be neither illegal or unreasonable, as alleged by the Petitioner. The reasons for the termination are also clearly set out in the letter (P9).

The learned Counsel for the Petitioner also contended that the termination of the dealership agreement had been effected without according the Petitioner a hearing and in violation of the principles of natural justice. He contended that the Petitioner had not been informed of any shortcomings prior to the termination or granted an opportunity of rectifying same prior to considering termination. Such position was also contested by the Respondents.

The learned State Counsel pointed out that, in the letter (P9) by which notice of termination was given, reference had been made to previous correspondence dated 06.01.2025, 06.02.2025, 14.03.2025 and 04.04.2025 addressed by the Sales Division of the CPC to the Petitioner. Since the Petitioner had not produced such letters with the petition, I am unable express any view on the contents thereof. Nevertheless, the reference to such letters indicate that the Petitioner had been placed on notice on the possibility of termination. The learned State Counsel further re-iterated that the procedure for termination set out in the clause on “duration” of the dealership agreement (P1), which contemplates termination by serving notice on the other party, had been adhered to. Thus, I am unable to observe any procedural impropriety or violation of the principles of natural justice in the manner in which the termination of the dealership agreement was effected, as contended by the Petitioner.

b. Institution of Proceedings under the State Lands (Recovery of Possession) Act for Ejectment

The Petitioner has contended that the decision of the CPC to eject the Petitioner from the premises without referring the dispute to arbitration in terms of clause G 01 C of the dealership agreement (P1) is unjust, unreasonable, *ultra vires*, contrary to the principles of

natural justice and in breach of the express terms of the said arbitration clause.⁴ It is observed that the relief sought in paragraph (f) of the prayer to the petition is a writ of *Mandamus* directing the 1st and 2nd Respondents to refer the dispute to arbitration in terms of the dealership agreement.

Rejecting the above position taken up by the Petitioner, the learned State Court sought to justify the decision taken by the Respondents to institute proceedings under the State Lands (Recovery of Possession) Act to eject the Petitioner and secure possession of the premises. In the first instance, the learned State Counsel submitted that the 2nd Respondent was compelled to institute proceedings under the State Lands (Recovery of Possession) Act by issuing the Quit Notice dated 28.10.2025 due to the continued failure of over 3 months on the part of the Petitioner to vacate the premises after the dealership agreement was terminated and he was directed to hand over the premises to Regional Manager (Eastern Province) by the letter dated 06.06.2025.

Secondly, the learned State Counsel submitted that, since it was not disputed that the premises constituted “state land” as contemplated in the above Act, which was vested in the CPC by virtue of the vesting order contained in the Gazette Notification (P3), and as the Petitioner was in unlawful and unauthorized possession thereof, the 2nd Respondent, as the “competent authority” was entitled to invoke the provisions of the State Lands (Recovery of Possession) Act to recover possession of the premises. Thus, it was submitted that invocation of a statutory remedy open to the Respondents could not amount to a violation of the rights or interests of the Petitioner in the circumstances of the instant case. It was also submitted that, as reflected in the letter (P9), there was a requirement to recover possession of the premises expeditiously for the CPC due to its strategic location and significance in a competitive market.

The purpose and the scheme of the State Lands (Recovery of Possession) Act have been discussed in detail by this Court in ***Udagedara Waththe Anusha Kumari v. Jayasinghe Mudiyanseelage Chamila Indika Jayasinghe, Divisional Secretary, Uva Paranagama***⁵ and the Court made the following observations (per Obeyesekere J):

The State Lands (Recovery of Possession) Act (the Act) was introduced in 1979 to provide for an expeditious mode of recovery of State land from persons who were in unauthorised possession or occupation of such state lands.⁶ The purpose of the Act has been discussed in the case of Namunukula Plantations PLC v. Nimal Punchihewa,⁷ where this Court has held as follows:

"A competent authority can have recourse to the [State Lands (Recovery of Possession)] Act to evict any person who is in unauthorized possession or occupation of state land including possession or occupation by encroachment

⁴ vide paragraph 22 of the petition

⁵ CA (Writ) Application No. 293/2017, decided on 18.11.2019

⁶ Ihalapathirana vs Bulankulame, Director-General U.D.A [1988 (1) Sri LR 416 at 420] - "The clear object of the State Lands (Recovery of Possession) Act is to secure possession of such land by an expeditious machinery without recourse to an ordinary civil action".

⁷ CA (PHC) APN 29/2016; CA Minutes of 9th July 2018; Janak De Silva, J.

upon state land. Any possession or occupation without 'a valid permit or other written authority of the State granted in accordance with any written law' is unauthorized possession".

A very strict regime has been put in place by the legislature in order to achieve the above purpose of the Act. The starting point of the said regime is Section 3(1) of the Act which reads as follows:.....⁸

.....

*It would be important to note at this stage that prior to initiating the procedure laid down in the Act, the Competent Authority must form the opinion that the relevant land is State land. In other words, the Competent Authority must form the opinion that the **State is lawfully entitled** to the land in respect of which the quit notice is to be issued. The fact that the Competent Authority only needs to form an opinion in this regard, and is not required to carry out an investigation of the title of the person who is to be ejected, or give such person a hearing, in the event such person is claiming a title adverse to the State, is very clearly set out in Section 3(1A) of the Act, which reads as follows:*

"no person shall be entitled to any hearing or to make any representation in respect of a notice under subsection (1)".

In the event the person in possession fails to vacate such land and deliver vacant possession, the Competent Authority shall be entitled in terms of Section 5 of the Act to file an application for ejectment in the Magistrate's Court.⁹

Considering the failure on the part of the Petitioner to vacate the premises after the termination of the dealership agreement, I am of the view that recourse by the Respondents to the State Lands (Recovery of Possession) Act cannot be considered as being illegal, unjust or unreasonable.

Thirdly, in so far as the invocation of the arbitration clause in the dealership agreement was concerned, the position of the Respondents was that it was exclusively a remedy provided under the particular contract, and, as such, was not amenable to writ. The learned State Counsel submitted that the writ of *Mandamus* sought to direct the 1st and 2nd Respondents to refer the dispute to arbitration in terms of the dealership agreement was entirely misconceived in law as there was no statutory or public duty cast on the Respondents to do so.

On this issue, the Court inquired from the Petitioner as to why he had not referred the dispute to arbitration in terms of clause G 01 C of the dealership agreement (P1), but the learned Counsel for the Petitioner was unable to offer any explanation. A perusal of the aforementioned arbitration clause reveals that either party may refer a dispute to arbitration, and, as such, there was no legal impediment for the Petitioner to invoke such contractual

⁸ vide page 3 of the judgment

⁹ vide pp 4-5 of the judgment

remedy. Therefore, the Petitioner's aforementioned application for a writ of *Mandamus* is entirely misconceived and should be rejected.

In relation to the alleged breach of the principles of natural justice, the learned State Counsel re-iterated that the Petitioner was placed on notice about the failure to fulfill obligations under the dealership agreement prior to termination, as reflected in the letter (P9), and, also submitted that the procedure set out in the State Lands (Recovery of Possession) Act has been strictly adhered to in instituting and prosecuting the proceedings for ejectment. I am inclined to accept such position taken up by the Respondents.

Upon consideration of the aforementioned matters, I am of the view that neither the termination of the dealership agreement (P1) nor the institution of proceedings under the State Lands (Recovery of Possession) Act to eject the Petitioner from the premises thereafter can be considered as being illegal, *ultra vires*, unjust, unreasonable or violative of the principles of natural justice, as contended by the Petitioner.

Legal Objections

Apart from objections on the merits, the learned State Counsel also raised several legal objections in respect of the maintainability of the instant application. Whilst I am of the view that it would not be necessary to consider the said legal objections in view of the findings on the merits made by me above, I wish to briefly address them and provide my views thereon, for the sake of completeness.

a. Reliefs Misconceived in Law

The learned State Counsel for the Respondents submitted that the reliefs prayed for in paragraphs (f) to (k) of the prayer to the petition were misconceived in law. In relation to paragraphs (f), (h)-(j) of the prayer, she contended that such reliefs arise exclusively out of the dealership agreement without any underlying statutory or public duty. The learned State Counsel submitted that writ does not lie in respect of matters arising out of contract. In relation to paragraphs (g) and (k) of the petition, the learned State Counsel submitted that the Petitioner had not established any legal right or entitlement whatsoever to seek such reliefs. In fact, the Petitioner would benefit from his own unlawful conduct if such reliefs were to be granted. The learned Counsel for the Petitioner was unable to offer any explanation in respect of such matters.

I am inclined to uphold objection raised by the Respondents, taking cognizance of the fact that the aforementioned reliefs sought to be enforced by writs of *Mandamus* are founded purely on a commercial contract without the Respondents being subject to any underlying statutory or public duty or restriction. In arriving at such conclusion, I have considered the particular factual circumstances of the instant case as well as the decisions in *De Alwis v. Sri Lanka Telecom and others*,¹⁰ *Galle Flour Milling (Pvt) Limited v. Board of Investment*,¹¹

¹⁰ [1995]2 Sri L.R 38

¹¹ [2002] BLR 10

Gawarammana v Tea Research Board and others,¹² Ceylon Petroleum Corporation and others v. Dayanthi Dias Kaluarachchi and others¹³ S.K.Osman Pathamasiri v. Lanka Rest Houses Limited and others,¹⁴ N.K. Miranda v. Nihal Sooriarachchi, Chairman, Road Development Authority and others,¹⁵ Devendra Budalge Sudesh Lalitha Perera v. Janatha Estates Development Board and others,¹⁶ W. G. Chamila v. Urban Development Authority and others¹⁷ and Suncor Solarcity (Private) Limited v. Ceylon Electricity Board and others.¹⁸

b. Lack of Uberrima Fides

The objection raised by the Respondents was that the Petitioner had suppressed and/or misrepresented material facts thereby demonstrating a lack of *uberrima fides* to have and maintain the instant application. In particular, the learned State Counsel referred to the fact that the Petitioner had failed to disclose that the order of ejectment in terms of section 10 of the Act had been issued by the learned Magistrate on 25.08.2026, which was prior to the institution of the instant application on 08.09.2026. Reference was also made to the fact that correspondence addressed by the CPC to the Petitioner prior to the termination of the dealership agreement which are referred to in the letter (P9) had not been tendered to this Court. In this instance too, the learned Counsel for the Petitioner was unable to offer any explanation.

It is trite law that suppression and misrepresentation of material facts demonstrates a lack of *uberrima fides*, and, that a Court sitting in judicial review will not hesitate to deny prerogative relief to a petitioner who engages in such conduct. For instance, in ***Jayasinghe v. The National Institute of Fisheries and Nautical Engineering and others,¹⁹*** the obligation upon a petitioner seeking relief from Court was set out by the Supreme Court in the following terms (per Yapa J);

*“When a litigant makes an application to this Court seeking relief, he enters into a contractual obligation with the Court. This contractual relationship requires the petitioner to disclose all material facts correctly and frankly. This is a duty cast on any litigant seeking relief from Court. In the case of **Blanca Diamonds (Pvt) Limited v. Wilfred Van Els and Two Others,²⁰** the Court highlighted this contractual obligation which a party enters into with the Court, requiring the need to disclose *uberrima fides* and disclose all material facts fully and frankly to Court. Any party who misleads Court, misrepresents facts to Court or utters falsehood in Court will not be entitled to obtain redress from Court. It is a well-established proposition of law, since Courts expect a party seeking relief to be frank and open with the Court. This principle has been applied even in an application that has been made to*

¹² [2003] 3 Sri L.R 120

¹³ SC Appeal No. 43/2013, SC Minutes dated 19.06.2019

¹⁴ CA (Writ Application) No. 425/2017, decided on 24.05.2018

¹⁵ CA (Writ) Application No. 36/2019, decided on 17.09.2019

¹⁶ CA (Writ) Application No. 04/2022, decided on 06.10.2022.

¹⁷ CA (Writ) Application No. 215/2022, decided on 26.10.2022

¹⁸ CA (Writ) Application No. 673/2023, decided on 29.11.2023

¹⁹ [2002] 1 Sri L.R. 27

²⁰ [1997] 1 Sri LR 360.

*challenge a decision made without jurisdiction. Further, Court will not go into the merits of the case in such situations. Vide **Rex v. Kensington Income Tax Commissioners; Princess Edmond De Polignac**.²¹ This principle of uberrima fides has been applied not only in writ cases where discretionary relief is sought from Court, but even in Admiralty cases involving the grant of injunctions.”*

I am of the view that the matters referred to above are material in determining the dispute between the parties and the reliefs sought by the Petitioner, and, as such, the failure to submit same constitutes suppression of material facts demonstrates a serious lack of *uberrima fides* on the part of the Petitioner. Hence, I uphold the objection raised by the Respondents on this issue as well.

Conclusion and Orders of Court

For the reasons set out above, I hold that the Petitioner has failed to establish a *prima facie* case warranting the issuance of notice. The legal objections raised by the Respondents too militate against the grant of prerogative relief to the Petitioner. Therefore, I decline to issue formal notice and proceed to dismiss the instant application.

The parties will bear their own costs.

Application is dismissed. No costs.

Judge of the Court of Appeal

Annalingam Premashanker J.

I agree.

Judge of the Court of Appeal

²¹ [1917] 1 KB 486.