

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

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

Shaisha Solar Habarana (Private) Limited
No. 40A, Daya Road,
Colombo 06.

CA/Writ/0674/2023

Petitioner

Vs

1. Ceylon Electricity Board
No. 50, Sir Chittampalam A Gardiner
Mawatha,
Colombo 02.
2. N. S Ilangakoon
Chairman,
Ceylon Electricity Board
No. 50, Sir Chittampalam A Gardiner
Mawatha,
Colombo 02.
3. Dr. Narendra De Silva
Acting General Manager,
Ceylon Electricity Board,
No. 50, Sir Chittampalam A Gardiner
Mawatha,
Colombo 02.

4. Hon. Kanchana Wijesekara,
Minister,
Ministry of Power and Energy
No. 437, Galle Road,
Colombo 03.
5. M. P. D. U. K. Mapa Pathirana,
Secretary,
Ministry of Power and Energy
No. 437, Galle Road,
Colombo 03.
6. Kamal Perera,
Deputy General Manager – (Renewable
Energy Development and performance
Monitoring),
Ceylon Electricity Board,
No. 50, Sir Chittampalam A Gardiner
Mawatha,
Colombo 02.
7. Sri Lanka Sustainable Energy Authority
No. 72, Ananda Coomaraswamy Mawatha,
Colombo 07.
8. Ranjith Sepala,
Chairman,
Sri Lanka Sustainable Energy Authority,
No. 72, Ananda Coomaraswamy Mawatha,
Colombo 07.
9. J. M. Athula,
Director General
Sri Lanka Sustainable Energy Authority,
No. 72, Ananda Coomaraswamy Mawatha,
Colombo 7.
10. Public Utilities Commission of Sri Lanka,
6th Floor, BOC Merchant Tower,
St. Michael's Road,
Colombo.

11. Prof. M. A. R. M. Fernando,
Chairman,
Public Utilities Commission of Sri Lanka,
6th Floor, BOC Merchant Tower,
St. Michael's Road,
Colombo.
12. Damitha Kumarasinghe,
Director General,
Public Utilities Commission of Sri Lanka,
6th Floor, BOC Merchant Tower,
St. Michael's Road,
Colombo.
13. Hon. Dinesh Gunawardena
Prime Minister and Minister of Public
Administration, Home Affairs,
Provincial Councils and Local Government,
Independence Square,
Colombo 7.
14. Hon. Nimal Siripala De Silva,
Minister of Ports,
Shipping and Aviation,
No. 19, Chaithya Road,
Colombo 01.
15. Hon. Pavithra Devi Wanniarachchi
Minister of Wildlife & Forest Resources
Conservation
No. 1090,
Sri Jayawardenapura Mawatha,
Rajagiriya.
16. Hon. Douglas Devananda
Minister of Fisheries,
New Secretariat,
Maligawatta,
Colombo 10.
17. Hon. (Dr.) Susil Premajayantha,

Minister of Education,
“Isurupaya”
Battaramulla.

18. Hon. (Dr.) Bandula Gunawardena
Minister of Transport and Highways and
Minister of Mass Media
9th Floor, “Maganeguma Mahamedura”
Denzil Kobbekaduwa Mawatha,
Koswatta,
Battaramulla.
19. Hon. (Dr.) Ramesh Pathirana
Minister of Health and Minister of
Industries,
“Suwasiripaya”,
No. 385,
Rev. Baddegama Wimalawansa Thero
Mawatha,
Colombo 10.
20. Hon. Mahinda Amaraweera,
Minister of Agriculture and Planation
Industries,
No. 80/5, “Govijana Mandiriya”
Rajamalwatta Road,
Battaramulla.
21. Hon. (Dr.) Wijayadasa Rajapaksa
Minister of Justice, Prison Affairs and
Constitutional Reforms
No. 19, Sri Sangaraja Mawatha,
Colombo 10.
22. Hon. Harin Fernando
Minister of Tourism and Lands,
No. 696/4, Maradana Road,
Colombo 10.
23. Hon. (Dr.) Keheliya Rambukwella
Minister of Environment,
No. 416/C/1, “Sobadam Piyasa”,

Robert Gunawardana Mawatha,
Battaramulla.

24. Hon. Prasanna Ranatunga
Minister of Urban Development and Housing
17th Floor, “Suhurupaya”
Sri Subhuthipura Road,
Battaramulla.
25. Hon. Ali Sabry
Minister of Foreign Affairs,
Republic Building,
Sir Baron Jayathilake Mawatha,
Colombo 01.
26. Hon. Vidura Wickramanayaka
Minister of Buddhasasana, Religious and
Cultural Affairs,
No. 135,
Srimath Anagarika Dharmapala Mawatha,
Colombo 07.
27. Hon. Roshan Ranasinghe
Minister of Irrigation and Minister of Sports
& Youth Affairs
No. 09, Philip Gunawardana Mawatha,
Colombo 07.
28. Hon. Manusha Nanayakkara
Minister of Labour and Foreign Employment
6th Floor, “MehewaraPiyesa”,
Narahenpita,
Colombo 05.
29. Hon. Tiran Alles
Minister of Public Security,
14th Floor,
“Suhurupaya”
Battaramulla.
30. Hon. Nalin Fernando

Minister of Trade, Commerce and Food
Security
No. 492, L. H. Piyasena Building,
R. A. De Mel Mawatha,
Colombo 03.

31. Hon. Jeevan Thondaman
Minister of Water Supply and Estate
Infrastructure Development,
No. 35, “Lakdiya Medura”,
New Parliament Road,
Pelawatta,
Battaramulla.
32. W.M.D.J Fernando
Secretary to the Cabinet,
Office of the Cabinet of Ministers,
Republic Building,
Sir Baron Jayathilaka Mawatha,
Colombo 01.
33. Chaminda Hettiarachchi
District Secretary – Trincomalee,
District Secretariat,
4th Mile Post,
Trincomalee.
34. W. Bhathiya Wijayantha
Divisional Secretary – Morawewa,
Divisional Secretariat,
Morawewa.
35. Hon. Attorney General
Attorney General’s Department,
Colombo 12.

Respondents

Before : **Hon. M. Sampath K. B Wijeratne, J. (CA)**
: **Hon. M. Ahsan R. Marikar, J. (CA)**
Counsel : Faiszer Musthapha, PC, with Thishya Weragoda,
Pulasthi Rupasinha instructed by
M/s Neelakandan & Neelakandan for the
Petitioner.

Navodi De Zoysa, SC for all the Respondents
except 33rd and 34th Respondents.

Argued on : 15.11.2023
Decided on : 29.11.2023

M. Ahsan R. Marikar, J. (CA)

Introduction

- 1) The Petitioner had instituted this action to invoke the Writ Jurisdiction of this court to obtain the reliefs prayed for in the prayer of the petition dated 31st October 2023.
- 2) Both parties agreed to a single order in Case Nos. Writ 0673/2023 and Writ 0674/2023 as the facts are similar and the same parties are involved.
- 3) The reliefs sought by these two applications are to issue notice to the Respondents and issue mandate in the nature of Writ of Certiorari quashing both the cabinet directive in P58(c) and the notices of termination issued under documents marked and produced as P59(a), P59(b) and P59(c).
- 4) The Petitioner further sought a Writ of Prohibition preventing the 1st to 3rd Respondents from granting or awarding any purchasing contract or alienating any grid interconnection allocated to the Power Purchase Agreement and Writ of Mandamus to revise the prices stipulated in the Power Purchase Agreement and to return the money claimed by the performance security bonds.

- 5) In addition to that the following reliefs had been sought by the Petitioner against the Respondents.
- j) Grant and issue an Interim Order until the final hearing and determination of this Application, suspending the decisions and/or directives of the cabinet of ministers contained in the document produced marked “P8(c)” insofar as it is applicable to the Petitioner;
 - k) Grant and issue an Interim Order until the final hearing and determination of this Application, suspending the operation of the notices of termination of power purchase agreements produced marked “P59(a)”, “P59(b)” and “P59(c)”;
 - l) Grant and issue an Interim Order until the final hearing and determination of this Application, restraining the 1st to 3rd and 6th Respondents and/or their successors in office and/or anyone acting under the said Respondents from granting and/or awarding any contract in respect of the power purchase agreements produced marked “P59(a)”, “P59(b)” and “P59(c)” to any person or entity;
 - m) Grant and issue an Interim Order until the final hearing and determination of this Application, restraining the 1st to 3rd and 6th Respondents, their successors in office and/or anyone acting under the said Respondents from granting and/or alienating any grid interconnection allocated to the power purchase agreements produced marked “P59(a)”, “P59(b)” and “P59(c)” to any person or entity other than the Petitioner;
 - n) Grant and issue an Interim Order until the final hearing and determination of this Application, preventing the Respondents, their successors in office and/or anyone acting under the said Respondents from granting and/or alienating the land allocated to build the power plants sought to be established under the Power Purchase Agreement produced marked “P59(a)”, “P59(b)” and “P59(c)” to any person or entity other than the Petitioner;

Facts of the case

- 6) The Petitioner had instituted this action to get the aforesaid interim orders and the Writ of Certiorari, Writ of Prohibition, and the Writ of Mandamus against the Respondents.
- 7) The crux of this case is that the Petitioner entered into a Power Purchase Agreement with the 1st Respondent by the documents marked and produced as P28(a) to P28(c).
- 8) Prior to entering into the said agreement, steps have been taken by the Petitioner which is related in paragraphs 4 to 31 of the petition.
- 9) After signing the agreement the Land Usage Committee of Trincomalee had decided to approve a 12 acre land for the Petitioner to initiate the proposed power plants.
- 10) Due to various reasons the Petitioner was unable to utilize the land allocated for the power project. Further, during the COVID-19 period the construction work had been delayed due to the challenges faced by the Petitioner Company. However, the Petitioner had taken all the necessary steps to adhere to the terms and conditions of the Power Purchase Agreement.
- 11) When entering the Power Purchase Agreement, the Petitioner had entered into a performance bond with the 1st Respondent and due to the delay caused by various reasons the Petitioner had made a request to extend the performance security issued by the National Development Bank.
- 12) However, the 1st Respondent had sent a notice of default by letter dated 25th August 2022, in the event of the Petitioner failed to comply with the requirements provided in Article 3.2(b) of the relevant Power Purchase Agreement by not completing and commencing the operations of the proposed power plants.

- 13) The Petitioner was informed that within the 30-day period of the said letters, action would be taken to terminate the power purchase agreement. The said letter was marked and produced as P50.
- 14) The Petitioner had made a request by letter marked and produced as P51 to extend the given deadline and for the adjustment of the tariff regarding the project. As it was fruitless, the Petitioner had requested the 1st Respondent to mutually terminate the current Power Purchase Agreement and sign a fresh Power Purchase Agreement.
- 15) However, this matter had been discussed repeatedly as seen in the letters marked and produced as P52 to P57.
- 16) Subsequently, the Petitioner became aware that the 4th Respondent had presented a cabinet memorandum to terminate the Power Purchase Agreement with the Petitioner and to forfeit the bond. The said memorandum is marked and produced as P58(a).
- 17) Thereafter, the 1st Respondent had served notice of termination by the documents marked and produced as P59(a), P59(b), and P59(c).
- 18) The Petitioner had sought to invoke the Writ Jurisdiction of this court to quash the documents marked and produced as P58(c), P59(a), (b) and (c) as the said decisions are arbitrary, unreasonable, capricious, irrational, illogical and violate the legitimate expectation of the Petitioner.
- 19) On the said grounds, the Petitioner had requested to invoke the Writ Jurisdiction and to grant the reliefs prayed for.

The application for notice and interim relief

- 20) The President's Counsel Faiszer Musthapha supported the application pertinent to the reliefs sought by the Petitioner and sought permission from the court to issue notice and to grant interim reliefs prayed for in the prayer of the petition dated 31st October 2023.

- 21) The State Counsel Navodi De Zoysa who appeared for the Respondents, except for the 33rd and 34th Respondents, vehemently objected for the issuing of interim relief and notice on the following grounds,
- a. The Petitioner has mandatory alternative remedy.
 - b. This Petitioner's action is based on purely a contract.
 - c. Necessary parties are not before this court
 - d. Guilty of lashes.
 - e. Application is futile.

Disputed facts

- 22) Considering the arguments raised by the Counsels for the Petitioner and the Respondents to arrive at the conclusion, I have to consider the following disputed facts,
- I. Has the Petitioner entered into a Power Purchase Agreement with the 1st Respondent?
 - II. If so, is the Petitioner bound by the terms and conditions of the Power Purchase Agreements marked and produced as P59(a), P59(b), and P59(c)?
 - III. Can the Petitioner seek relief against the document P58 (c) which is the decisions or the directives of the Cabinet Ministers?
 - IV. Does the Article 8 of the Power Purchase Agreement contain a dispute resolution and an arbitration clause?
 - V. If so, can the Petitioner maintain this action to obtain reliefs under Writ Jurisdiction?

I. Has the Petitioner entered into a Power Purchase Agreement with the 1st Respondent?

- 23) Both parties have admitted that they have entered into a Power Purchase Agreement 28(a), 28(b), and 28(c) in the instant action and 13(a), 13(b) in case number WRT-0674-23.

- 24) The terms and conditions of the said Power Purchase Agreement is specifically stated in the said agreement and both parties have agreed to abide by the conditions referred to in the said agreement.
- 25) Therefore, in the instant action the Petitioner and the Respondents are bound to act in accordance with the Power Purchase Agreement.
- 26) In the said circumstances, it is obvious that both parties have executed the said Power Purchase Agreement subject to adhere to the terms and conditions referred to in the said agreement.

II. If so, is the Petitioner bound by the terms and conditions of the Power Purchase Agreements marked and produced as P59(a), P59(b), and P59(c)?

- 27) As I have stated above the articles referred to in the Power Purchase Agreement specifically state the conditions between the parties and how to implement the power purchase. Further, Articles 3.1 and 3.2 of the said Power Purchase Agreement specify on what context the agreement can be terminated.
- 28) Further, it is to be noted that in Article 6 there is a “clause of force majeure”, therefore, if any default or any event referred to in Article 6 had taken place not within the reasonable control and not due to the failure, negligence or persistence of the party whose performance adversely affected or becomes impractical is able to invoke force majeure.
- 29) Articles 8 (a), (b), and (c) refers to dispute resolution and arbitration which I will discuss later.
- 30) In Articles 10 (b) to (e) specify the validity of the agreement entered between the Petitioner and the Respondent, the context in which it is violated, the affected party can invoke their rights to get reliefs as agreed upon by the said agreement.

- 31) In light of the aforesaid facts, both parties are bound to act in accordance to the agreed conditions referred to in P28 (a), P28(b), P28(c) and in Writ 673-23, P13(a) and P13(b).
- 32) When the case was argued none of the parties disagreed with the terms entered in the aforesaid Power Purchase Agreement. Thus, both parties are bound to act in accordance with the agreed terms in the aforesaid Power Purchase Agreement.

III. Can the Petitioner seek relief against the document P58 (c) which is the decisions or the directives of the Cabinet Ministers?

- 33) P58(a) is a cabinet memorandum presented by the 4th Respondent. P58(b) is the note of the cabinet, and P58(c) is the cabinet decision dated 28th August 2023. These cabinet decisions had been made in respect of the Power Purchase Agreement considering the difficulties faced due to the delay of the performance of the developers obtained by the power purchase projects from the 1st Respondent.
- 34) The President's Counsel Faiszer Musthapha vehemently argued that the said cabinet decisions had violated the rights of the Petitioner; therefore, the Writ Jurisdiction arises out of the decision taken by the cabinet.
- 35) On observing the said documents, the cabinet has taken a certain decision in respect of the power purchase projects. However, there is no material to prove that the said cabinet decision has any binding on the terms and conditions of the Power Purchase Agreement entered between the Petitioner and the 1st Respondent.
- 36) It is obvious, that the cabinet decisions taken by the minister had no effect to the terms and conditions agreed between the Petitioner and the 1st Respondent. It is only a decision taken by the cabinet and when implementing it, the duty is cast upon the 1st Respondent to implement these decisions in accordance with the terms and conditions already agreed between the Petitioner and the 1st Respondent.

- 37) In the said circumstances, I am of the view that the cabinet decisions taken by P58(c) has no effect for this court to consider a violation of a legitimate expectation or a violation of terms and conditions agreed between the parties and/or violating the natural justice or the legitimate expectation of the Petitioner as the Petitioner is bound by the terms and conditions agreed upon in the Power Purchase Agreement.

IV. Does the Article 8 of the Power Purchase Agreement contain a dispute resolution and an arbitration clause?

- 38) The Power Purchase Agreements in the instant action marked and produced as P28(a), P28(b) and P28(c), in case No. Writ 0674/23 the said agreement is marked as P13(a) and P13(b).

- 39) In the said agreements Article No.8 refers to as follows;

a) The parties agree that if there is any dispute or difference between them arising out of the Agreement or in the interpretation of any of the provisions thereof they shall endeavor to meet in an effort to resolve such dispute by discussion, within 30 days (Conciliation Period) of such dispute arising, failing such resolution then the parties in dispute shall refer at their costs the dispute to a mutually agreed expert with experience in the field of Power generation or related field or call upon the Government of Sri Lanka to appoint an expert in the field of Power generation or related field to resolve the matter within 60 days from the conciliation period, where the difference or dispute involves a claim in money this Article shall apply where the claim is less than Sri Lankan Rupees 1,000,000.00. Where such dispute is not resolved as aforesaid in the end of ninety (90) days after the conciliation period notwithstanding the fact that

the claim is less than Rs. 1,000,000.00 then the provisions of 8(b) shall apply.

b) Any dispute that is not resolved under 8(a) above may be submitted by either party to arbitration for final settlement under the Arbitration Act No. 11 of 1995.

c) The performance of the contract may continue during arbitration proceedings as far as possible.

- 40) When referring to the aforesaid Article 8(a), it specifies that when there is a dispute or difference between the parties interpreting any of the provisions of the Power Purchase Agreement, parties can resolve the dispute or difference by agreeing to appoint an expert to resolve the dispute.
- 41) However, in the event where the parties were unable to reach any settlement, either party is entitled for arbitration as provided in Article 8(b).
- 42) Now, I will draw my attention to Section 4 and 5 of the Arbitration Act, No. 11 of 1995¹. The said Sections read as follows;

‘Any dispute which the parties have agreed to submit to arbitration under an arbitration agreement may be determined by arbitration unless the matter in respect of which the arbitration agreement is entered into is contrary to public policy or, is not capable of determination by arbitration.’²

‘Where a party to an arbitration agreement institutes legal proceedings in a court against another party to such agreement in respect of a matter agreed to be submitted for arbitration under such agreement, the Court shall have no jurisdiction to hear and determine

¹ Hereinafter referred to as Arbitration Act.

² Arbitration Act No. 11 of 1995, Section 4.

*such matter if the other party objects to the court exercising jurisdiction in respect of such matter.*³

- 43) It is specified, when the parties agreed to resolve the dispute by the arbitration process, court has no jurisdiction to hear and determine that action. As a statutory law, the Arbitration Act stipulates a remedy in Section 5, such statutory remedy cannot be superseded by remedies available under other branches of law, including the Writ Jurisdiction.
- 44) In the instant action the State Counsel for the Respondent has brought this matter to the notice of the court with an objective to proceed with this case seeking relief under the Writ Jurisdiction.
- 45) In considering the relevant Sections of the Arbitration Act and Article 8 of the Power Purchase Agreement, I agree with the objection raised by the State Counsel for the Respondents that when there is an arbitration clause in an agreement and that objection is raised by a party, the court shall have no jurisdiction to hear and determine the dispute arisen between the parties in respect of the agreement.
- 46) Thus, my considered view is in the Power Purchase Agreement both parties have agreed and entered Article 8 in the Power Purchase Agreement to resolve their disputes by way of dispute resolution and arbitration.

V. If so, can the Petitioner maintain this action to obtain reliefs under Writ Jurisdiction?

- 47) The President's Counsel Faiszer Musthapha argued the dispute related to this action had not arisen due to the Power Purchase Agreement. His contention was due to the cabinet decision which is referred in P58(c) had violated the legitimate expectation of the Petitioner to continue with the Power Purchase Agreement.

³ Ibid, Section 5.

- 48) The State Counsel vehemently objected for the said argument and brought to the notice of the court the notice of default issued to the Petitioner by the letter marked as P50. The said letter is dated 25th August 2022. In that the 1st Respondent had specified that within a 30-day period action will be taken to terminate the Power Purchase Agreement.
- 49) On perusal of P59(a) document the 1st Respondent had given notice of termination for the Power Purchase Agreement.
- 50) In the light of the said documents, it is obvious in the instant action that the 1st Respondent had taken steps to terminate the Power Purchase Agreement. Therefore, if there are disagreements between the parties that should be addressed in accordance with article 8 of the Power Purchase Agreement.
- 51) The Cabinet Memorandum and the decision which is marked and produced as 58(c) has no bearing or binding between the Petitioner and the Respondents, as the Petitioner and the 1st Respondent legally had entered into the Agreement of Power Purchase accepting the terms and conditions specified in the said Power Purchase Agreement.
- 52) Thus, the Petitioner and the 1st Respondent are bound by the Power Purchase Agreement.

On that, I refer **C.G. Weeramantry's 'The Law of Contracts'**. In the said book the definition given for the contract is as follows;

“Any definition of contract must necessarily stress the promise which gives it birth and the attribute of enforceability or legal recognition whence it derives its vital force. These two elements will be found to dominate all definitions of the concepts, and without them no definition is possible.”⁴

⁴C.G. Weeramantry, 'The Law of Contracts' (The Y.M.B.A. Press, Colombo, 1967) 82.

“An appreciation is required of the inadequacy of any one definition to cover all operative facts that are necessary or sufficient to create a contract.”⁵

“It is a promise or set of promises which the law will enforce.”⁶

“With due regard to these considerations and with due sense of the difficulties involved, we may therefore attempt a definition of contract as follows: A contract is a promise, or promise mutually exchanged, setting up, against the promisor or promisors, duties of performance which the law will recognize or enforce at the instance or for the benefit of the promise or promises, or of a third party intended to be benefited.”⁷

On that, in consideration of the decision ***Samaraweera v. Minister of Public Administration***⁸ it was decided that, rules applicable to commercial contracts have no statutory force; no mandamus.

“Even though a statutory body is a party to a commercial contract, the other party cannot seek mandamus against the statutory body to enforce its performance even if “Rules” made by such statutory body apply to and are part of such commercial contract, if the “Rules” do not have statutory force as they were not created under a specific conferment of power by statute for the purpose.”

⁵Ibid 83.

⁶Ibid; the word ‘enforce’ in this definition does not bear the meaning of enforceability as in specific performance, where actual performance is enforced of the obligation undertaken, but rather the meaning of actionability at law.

⁷C.G. Weeramantry, ‘The Law of Contracts’ (The Y.M.B.A. Press, Colombo, 1967) 83.

⁸ [2003] 3 SLR 64.

Further it is specified in ***Galle Flour Milling (Pvt) Limited vs. Board of Investment of Sri Lanka and another***⁹ as it is a case where a Writ of Certiorari was sought for quashing the termination of an agreement between the Petitioner and the Board of Investment. The Respondents raised a preliminary objection that the Petitioner was seeking relief based on a breach of a contractual right and therefore the Petitioner cannot maintain the said application.¹⁰

“An analysis of the relationship that existed between the parties reveals that as it was purely a contractual one of commercial nature, neither certiorari nor mandamus will lie to remedy the dispute over the rights of the parties. The purported breach of such rights (and) the grievances between the parties arise entirely from a breach of contract even if one of the parties was a statutory or public authority.”

Tillekewardena J.¹¹ then had considered, *whether the Respondent being a statutory authority would lend to the commercial arrangement between the parties, a statutory flavour, thus enabling the petitioner in that case to invoke the writ jurisdiction of this Court.*

Then it was expressed that, *even though the power to enter into a contract arises from the statute, the terms and conditions between the parties were entirely contractual and that the decision that was sought to be quashed was purely contractual.*

“Therefore, the exercise of powers by parties in terms of the agreement exclusively arises through the contract and though one of the parties

⁹ [2002] BLR 10.

¹⁰ Ibid.

¹¹ *Galle Flour Milling (Pvt) Limited vs. Board of Investment of Sri Lanka and another* [2002] BLR 10.

is a public authority rights of the parties are not amenable to writ jurisdiction.”

- 53) As per the aforesaid decisions and considering the Provisions of the Power Purchase Agreement and the Arbitration Act, it is abundantly clear that this application is based on a contract entered by the parties by the Power Purchase Agreement.
- 54) Therefore, as the aforesaid decisions and as per the Provisions of the Arbitration Act there is no Writ Jurisdiction that can be invoked in the instant action.

CONCLUSION

- 55) For the reasons set out above we do not see any merit to invoke the Writ Jurisdiction for the reliefs sort by the Petitioner by the petition dated 31st October 2023.
- 56) On that, we dismiss the petition and award tax cost to be payable to the Respondents by the Petitioner.

Judge of the Court of Appeal

M. Sampath K. B. Wijeratne, J. (CA)

I agree

Judge of the Court of Appeal