

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

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

**C.A. (Writ) Application  
No: 0580 / 2024**

Refinitiv Limited (Formerly Reuters Limited)  
5 Canada Square,  
London E14 5AQ,  
United Kingdom.

*And*

Refinitiv Limited (Formerly Reuters Limited)  
Level 08, East Tower,  
World Trade Centre,  
Echelon Square,  
Colombo 01,  
(the branch registered under Part XVIII  
of the Companies Act No. 7 of 2007 – registration  
No. CIA 389)

*And now*

Refinitiv Limited (Formerly Reuters Limited)  
London Stock Exchange Group,  
Trace Expert City,  
Colombo 10,  
Sri Lanka.

**PETITIONER**

Vs

1. Hon. Manusha Nanayakkara
- 1A. Hon. Dr. Harini Amarasuriya
- 1B. Hon. Anil Jayantha Fernando

Minister of Labour,  
Ministry of Labour,  
6<sup>th</sup> Floor, Mehewara Piyasa,  
Narahenpita,  
Colombo 05.

2. B.K. Prabhath Chandrakeerthi

2A. H.K.A. Jayasundara  
2B. H.M.D.N.K. Wataliyadda,  
Commissioner General of Labour,  
Labour Secretariat,  
No 41, Kirula Road,  
Colombo 05.

3. P.K.D.H. Munasinghe

3A. G.C.P. Kumara  
Assistant Commissioner of Labour  
(Colombo South)  
Colombo South District Labour Office,  
6<sup>th</sup> floor,  
No 56, Kirula Road,  
Narahenpita,  
Colombo 05.

4. C.S.P. Peiris

Labour Officer,  
Colombo South District Labour Office,  
6<sup>th</sup> floor  
No 56, Kirula Road,  
Narahenpita,  
Colombo 05.

5. B. A. Ranga Sirilal  
19/2 A, 1<sup>st</sup> Lane,  
Wickramasinghe Pura,  
Battaramulla.

## **RESPONDENTS**

**Before** : Dhammadika Ganepola, J.  
Adithya Patabendige, J.

**Counsel** : Amrit Rajapaksha with Saumya Wickramisnghe instructed by John Wilson Partners for the Petitioner.  
Swasthika Arulingam for the 5<sup>th</sup> Respondent.  
Ishara Madarasinghe, SC for the 1<sup>st</sup> to 4<sup>th</sup> Respondents.

**Argued on** : 30.09.2025.

### **Written Submission**

**Tendered on** : 30.10.2025 for the Petitioner.  
: 31.10.2025 for the 5<sup>th</sup> Respondent

**Decided on** : 02.12.2025.

**Adithya Patabendige, J.**

The Petitioner, **Refinitiv Limited (previously known as Reuters Limited)** has moved this Court seeking among other reliefs, a *writ of certiorari* to invalidate the determinations said to be embodied in the communications marked **A 9** and **A 10**.

According to the documents marked **A1** and **A2**, the Petitioner company is registered in the United Kingdom and Sri Lanka and its previous name was **Reuters Limited** but changed the name as **Refinitiv Limited**. The Petitioner further stated that the **Reuters News & Media Limited** is an associated and/or subsidiary company of the Petitioner company.

A summary of the facts relevant to the present application, as described by the parties, is as follows.

The 5<sup>th</sup> Respondent, lodged a written complaint marked **A3** with the Colombo South District Labour Office against the Reuters News & Media Limited complaining of non-payment of EPF and Gratuity. The 4<sup>th</sup> Respondent conducted the inquiry on the above complaint on 12/03/2021 and all parties had agreed to dispose the inquiry by way of written submissions. The 5<sup>th</sup> Respondent had filed his written submissions along with documents marked **P 1** to **P14** by way of an affidavit marked **A5**. However, the Petitioner states that the said documents submitted by the 5<sup>th</sup> respondent had been misplaced. The written submissions of the Petitioner dated 13/05/2021 marked **A6**.

According to the paragraph 14 of the petition dated 11/09/2024, the position of the Petitioner before the 4<sup>th</sup> Respondent is as follows.

- (i.) The Commissioner of Labour does not have jurisdiction to make a determination with regard to ETF and hence the submissions are confined to the questions of EPF and Gratuity;
- (ii.) The complainant (5<sup>th</sup> Respondent) was an employee (on a contract of service) under the Petitioner only for 3 months from May 2018 to July 2018 and thereafter under Reuters News & Media Ltd for 16 months from 01.08.2018 to 29.11.2018;
- (iii.) The employment of the 5<sup>th</sup> Respondent was terminated by mutual consent on 29.11.2018;
- (iv.) Both Companies have duly and properly paid all EPF contributions for the entire period of the 5<sup>th</sup> Respondent's employment as an employee;

- (v.) Neither the Petitioner nor Reuters News & Media Ltd employed 15 or more workmen on any day in the 12 months preceding the cessation of the 5<sup>th</sup> Respondent's employment;
- (vi.) Prior to May 2018, the 5<sup>th</sup> Respondent was employed by the Petitioner on a series of contracts for services (as an independent contractor), where he provided services to the Petitioner as a freelance text journalist.

The 3<sup>rd</sup> Respondent, Assistant Commissioner of Labour (Colombo South), issued a written direction requiring the payment of a sum of Rs. 6,217,146 as arrears of EPF and surcharges thereof marked **A9** and **A10**. The Petitioner, in the instant Application in paragraph 17, states that the said direction is bad in law, irrational, unfair, unreasonable and/or arbitrary for the following reasons.

- (a) No reasons are given for the said decisions, which amounts to a violation of natural justice;
- (b) The 3<sup>rd</sup> Respondent has failed to consider that the original complaint made by the 5<sup>th</sup> Respondent was against Reuters News & Media Ltd and not the Petitioner. Therefore, the scope of the inquiry was confined to the question of whether Reuters News & Media Ltd was in default of paying EPF contributions. In the circumstances, the 3<sup>rd</sup> Respondent exceeded his jurisdiction by making an order and/or finding against the Petitioner;
- (c) The 3<sup>rd</sup> Respondent has not considered the submission adduced on behalf of the Petitioner that the 5<sup>th</sup> Respondent was only an independent contractor (freelance journalist) during the relevant time and/or has provided no reason for rejecting that submission;
- (d) The decisions of the 3<sup>rd</sup> Respondent are based on irrelevant matters;
- (e) The decisions of the 3<sup>rd</sup> Respondent are not based on any evidence and/or no evidence was adduced by the 5<sup>th</sup> Respondent to support the said decisions.

According to the document marked **A9** and **A10**, the 4<sup>th</sup> Respondent has directed the Petitioner only to pay arrears of EPF and applicable surcharges. In these circumstances, I am of the view that the issue relating to the non-payment of Gratuity need not be addressed.

At the hearing of the application, the learned Counsel for the Petitioner submitted that the 5<sup>th</sup> Respondent in his complaint marked **A3** sought the relief from Reuters News & Media Limited and not against the Petitioner. The position of the Petitioner is that the Petitioner company and Reuters News & Media Limited are two different legal entities.

The Petitioner has admitted that Reuters News and Media Limited is an associated and/or subsidiary Company within the same corporate group. As per the written submission filed before the 4<sup>th</sup> Respondent marked **A6**, the Petitioner has further stated in paragraph 2 that the Petitioner and 5<sup>th</sup> Respondent entered into a contract of employment on 1<sup>st</sup> May 2018 and the employment of the 5<sup>th</sup> Respondent was transferred to Reuters News and Media Limited with effect from 1<sup>st</sup> August 2018.

It is also not in dispute that the 5<sup>th</sup> Respondent was engaged under annual contracts with the Petitioner from 2005 until May 2018. The position of the Petitioner is that the 5<sup>th</sup> Respondent served as a freelance Journalist during this period and was not as an employee. However, the 5<sup>th</sup> Respondent produced several documents with his objections dated 9<sup>th</sup> March 2025 and the documents marked **R5** and **R6** clearly demonstrate that Reuters Limited and Reuters News and Media Limited operate within the same corporate group. Document **R6** corroborates that the 5<sup>th</sup> Respondent was transferred from one entity to another and it is significant **R6** was signed by Keith Wilson on behalf of Reuters Limited while the affidavit marked **A8** was sworn and given by the same person on behalf of Reuters News and Media Limited.

In view of this material, it is evident that the transfer of the 5<sup>th</sup> Respondent between two entities of the same group did not interrupt the continuity of his employment. A mere internal transfer within a corporate group cannot be relied upon to suggest that the employment relationship was discontinued.

Next, I turn to the question of the nature of the relationship between the Petitioner and the 5<sup>th</sup> Respondent, namely whether it constituted a contract of employment or merely a contract for employment.

In determining whether an individual is a freelancer or an employee, the Court is required to examine the substance of the relationship, not the labels used by the employer. It is abundantly clear that the Petitioner failed to submit any of the annual contracts signed by the parties to the instant application whereas the 5<sup>th</sup> Respondent has produced the written contract marked **R1** along with his objection.

The material before this Court demonstrate that the 5<sup>th</sup> Respondent had been working for the Petitioner under annually renewed agreements from 2005 until 2018. Such long term, uninterrupted service is inconsistent with freelance work which is ordinarily *ad hoc*, assignment based and non-exclusive. A worker who remains attached to the same organization for more than a decade, on annual renewals indicates the regular nature of the work of the 5<sup>th</sup> Respondent.

Upon perusal of the **R1**, it appears that, the 5<sup>th</sup> Respondent was given company equipment, press cards, and password access to internal systems and was to follow internal editorial, communication, security and data protection policies. These are classic indicators of employer control and organizational integration into the Petitioner Company. Freelancers do not normally receive access to the internal system, hardware and also need not to follow company codes and procedures.

On the other hand, the Petitioner imposed restrictions on the 5<sup>th</sup> Respondent's outside work, requiring him to disclose and obtain approval for other engagements and ensuring that such work did not conflict with his duties to the Petitioner. Such restraints on economic freedom are clear indication of an employer - employee relationship and not of a contract for service.

Clause 7.7 of the **R1** is of particular significance and provides as follows:

### ***“Confidentiality”***

*As part of your relationship with Reuters, you may come to know confidential information about Reuters, our dealings with other companies, or financial information about the stock market (confidential information). You will use that Confidential Information only for the purpose of carrying out your assignment and will otherwise hold that information in strictest confidence. This obligation of confidentiality shall survive termination of this agreement for any reason whatsoever.”*

This confidentiality clause clearly indicates the level of trust and access normally afforded to employees. The sharing of internal financial information, corporate dealings, and sensitive editorial material is characteristic of an employee who engaged in organizational functions.

The transfer of the 5<sup>th</sup> Respondent between two entities within the same corporate group does not deny the character of employment of the 5<sup>th</sup> Respondent. Internal transfers are common in group structures and it does not convert an employee into a freelancer. Documents **R5** and **R6** confirm that both entities are part of the same economic unit and that the transfer of a worker as an intra – group arrangement only.

Having considered all the relevant features, including the continuity of service, organizational control, integration into the system of the Company, the restrictions imposed on outside work, the confidentiality obligations, and the internal transfer within same group of Companies, it is abundantly clear that the 5<sup>th</sup> Respondent functioned as an employee. The overall effect of these elements nullifies the contention of the Petitioner that the 5<sup>th</sup> Respondent served merely as a freelance journalist.

A perusal of **1R1** makes it abundantly clear that the 4<sup>th</sup> Respondent came to the conclusion after taking into account the aforesaid factors.

In paragraph 17 of the Petition, it is alleged that no reasons were given for the said decision by the 3<sup>rd</sup> Respondent. On the other hand, the Petitioner has attempted to present documents marked **A9** and **A10** as if they constitute the decisions or directions impugned in these proceedings. However, it is evident that these documents are merely issued under Section 10 of the EPF Act by the 3<sup>rd</sup> Respondent based on the decision of the inquiring officer, the 4<sup>th</sup> Respondent and they do not represent the final determination of the 4<sup>th</sup> Respondent. The document marked **1R1**, by the 1st to 4th Respondents clearly proves that it (**1R1**) contains the reasons of the 4<sup>th</sup> Respondent. This misrepresentation on the part of the Petitioner, clearly indicates lack of *bona fides* and undermines the necessity for full disclosure in applications invoking the writ jurisdiction. In the present application, the Petitioner has failed to submit the complete proceedings before the 4<sup>th</sup> Respondent, though the representatives of the Petitioner participated in the inquiry. The Petitioner has not averred that it ever applied for copies of the said proceedings and that such proceedings were refused or unable to obtain. This unexplained omission amounts to a suppression of material facts of a serious nature. A party who seeks the discretionary relief of this

Court must present the entire record which contains the disputed decision and failure to do so undermines the credibility of the petition.

The 1<sup>st</sup> to 4<sup>th</sup> Respondents in their objections raised that the Petitioner failed to explain the inordinate delay in invoking the writ jurisdiction of this Court. The 4<sup>th</sup> Respondent pronounced the impugned order on 28<sup>th</sup> January 2022, whereas the present application was filed only on 11<sup>th</sup> September 2024. The Petitioner states at paragraph 20 of the Petition that the delay occurred as instructions had to be obtained from the United Kingdom. This explanation is wholly unconvincing. In this digital era, particularly for an internationally popular media company namely Reuters, the process of seeking instructions does not reasonably require a period over two years.

In any event, even prior to the digital age, to obtain instructions from a parent or affiliated office situated in abroad would not have warranted a delay over two years. Particularly, in the case of an international media company whose operations by their nature depend on the rapid exchange of information. Hence, the reasons given by the Petitioner to justify the inordinate delay cannot be accepted as a reasonable explanation to invoke the writ jurisdiction of this Court.

For the foregoing reasons, the Petitioner has failed to furnish a satisfactory explanation for the inordinate delay of more than two years in invoking the writ jurisdiction of this court. The Petitioner has further failed to place the complete or necessary proceedings before the 4<sup>th</sup> Respondent and has sought to mischaracterise the documents **A 9** and **A10** as the decision of the 4<sup>th</sup> Respondent despite the record (**1R1**) clearly indicating that reasons were given. These omissions and factual misrepresentations amount to a lack of honesty and undermine the *bona fides* with which the Petitioner has approached this court.

Having considered the totality of the circumstances, this Court is compelled to note the manner in which the Petitioner has approached these proceedings. The overall conduct of the Petitioner demonstrates a lack of honesty and an abuse of the writ jurisdiction of this Court, while causing undue prejudice to the 5<sup>th</sup> Respondent in respect of his statutory entitlements. In these circumstances, an order for exemplary costs is appropriate to mark the disapproval of such conduct of the Petitioner and to deter misuse of judicial process.

For the foregoing reasons, this Court declines to grant the discretionary relief sought by the Petitioner. The application is accordingly dismissed. In light of the conduct demonstrated by the Petitioner as noted earlier in this judgment, exemplary costs in a sum of Rupees One Hundred Thousand (Rs. 100,000) are imposed on the Petitioner, payable to the 5<sup>th</sup> Respondent.

**JUDGE OF THE COURT OF APPEAL**

**Dhammadika Ganepola, J**

I agree.

**JUDGE OF THE COURT OF APPEAL**