

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

***In the matter of an application under Article
17 and 126 of the Constitution of the
Democratic Socialist Republic of Sri Lanka.***

**SC (F/R) Application No.
282/2015**

1. K. D. Chandrasekara,
2. K. D. H. Nadeeka Chandrasekara
No.86/2, Sri Bodhi Road,
Keppetipola Mw,
Gampaha.

PETITIONERS

Vs.

1. Sri Lanka Rupavahini Corporation,
Independent Square,
Colombo 7.
2. Somarathne Dissanayaka
(Ex-Chairman)
- 2A. Mr. Ravi Jayawardena
(Ex-Chairman)
- 2B. Ms. Enoka Sathyangani Keerthinanda
(Ex-Chairman)

2C. Dr. Prasand Samarasinghe
(Ex-Chairman)

2D. Senesh Dissanayake Bandara
(Ex-Chairman)
All of Sri Lanka Rupavahini Corporation,
Independence Squire,
Colombo 7.

3. Sunil Shantha
(Ex – Director General)

3A. Saranga Wijeyarathne
(Ex – Director General)

3B. Ajantha Senevirathne
(Ex – Director General)
All of Sri Lanka Rupavahini Corporation,
Independence Squire,
Colombo 7.

RESPONDENTS

BEFORE: **S. THURAIRAJA, PC, J.**
 MAHINDA SAMAYAWARDHENA, J. AND
 M. SAMPATH K. B. WIJERATNE, J

COUNSEL: Udaya Bandara instructed by Jagath Nanayakkara for the Petitioner

 Dr. Avanti Perera, DSG instructed by Ms. Rizni Firdous, SSA for the 1st,
 2E, 3C, and 4th Respondents.

WRITTEN Respondent on 22nd August 2019 and on 17th June 2020

SUBMISSIONS: Petitioners on 23rd September 2019

ARGUED ON: 15th July 2025

DECIDED ON: 10th September 2025

THURAIRAJA, PC, J.

1. The Petitioners, namely, K.D. Chandrasekara (hereinafter “the 1st Petitioner”) and K.D.H. Nadeeka Chandrasekara (hereinafter “the 2nd Petitioner”) are the Producer and the Director of a Tele-drama named “La Sanda Pamula” (ලා සඳ පාමුල) (hereinafter “the Tele-drama”) respectively.
2. By a Petition dated 6th July 2015, the Petitioners invoked this Court’s jurisdiction, alleging the violation of their fundamental rights guaranteed under Article 12(1), 14(1)(a), 14(1)(g) and 14A(1) of the Constitution pursuant to a decision of the Sri Lanka Rupavahini Corporation (hereinafter “the 1st Respondent”) and the Chairman of Sri Lanka Rupavahini Corporation (hereinafter “the 2nd Respondent”) to terminate the telecasting of the said Tele-drama.
3. This Court granted leave to proceed on the alleged violation of Articles 12(1), 14(1)(a) and 14(1)(b) of the Constitution.

FACTUAL MATRIX

The Petitioners’ Narration of Events

4. The Petitioners state that they produced a Tele-drama after thorough research with the purpose of improving the human values in society at large and particularly to develop the habit of reading among the younger generation of the country. They had financed the said production by their own savings, borrowings and by mortgaging their property. The

final product included 60 episodes of 21 minutes each, and as per the Petitioners, the total cost of the production had come to Rs. 8 million.

5. They had subsequently tendered the Tele-drama to several TV channels, including the 1st Respondent, Sri Lanka Rupavahini Corporation.
6. After paying a preview fee of Rs. 12,000/- to the 1st Respondent, the Tele-drama was previewed by a panel of previewers, and the 1st Respondent had been informed by a letter dated 30th January 2013¹ that the Tele-drama was approved by the said panel. However, in the same letter, the 1st and 2nd Respondents had informed the Petitioners that the said Tele-drama will only be telecasted after finding a sponsor.
7. After approximately 1 ½ years, the 1st Respondent had informed the Petitioners that the Tele-drama could be telecasted at 9.00 p.m. from 4th August 2014. The Petitioners state that they agreed to the 1st Respondent's offer, despite the price offered per episode being comparatively low. A trailer for the Tele-drama had also been aired, stating that the tele-drama would be televised from the aforementioned date. The Respondent had done so before signing any formal agreement.
8. Despite advertising, the 1st Respondent had not televised the Tele-drama on the 4th of August 2014. The Petitioners have not received any reasons for such action. The Petitioners state that, by the telecasting of the trailer on the 1st Respondent's channel, they were deprived of the opportunity to tender the Tele-drama to any other channel.
9. Thereafter, the Petitioners had managed to persuade the Respondents to telecast the Tele-drama at 8.30 p.m. from 4th September 2014. No formal agreement had been signed even at this juncture.

¹ Marked "P2" attached to the Petition dated 6th July 2015

10. The Petitioners allege that, thereafter, the Petitioners were compelled to accept the terms and conditions put forward by the 1st to 3rd Respondents, although the Petitioners considered the same to be unfavourable to them, and the Petitioners had accordingly signed the Agreement No.867² dated 5th September 2014 with the 1st Respondents.
11. Subsequent to the said Agreement, the 1st Respondent had commenced televising the Tele-drama from 30th September 2014 at 8.30 p.m.
12. The 2nd Respondent, by a letter dated 15th May 2015,³ had tendered the notice for termination of the aforesaid Agreement to the 2nd Petitioner and informed that the said Agreement will be terminated with effect from 22nd May 2015 in terms of clause No. (1) of the said Agreement.
13. Aggrieved by the said action of the 1st to 3rd Respondents, the Petitioners had sought relief by writing letters to His Excellency the President, the Hon. Prime Minister and the Hon. Minister of Mass Media and Information. The 2nd Petitioner, by a letter dated 18th May 2015,⁴ addressed to the 2nd Respondent and to the other authorities, had communicated and complained of their grievances arising out of the said unfair termination. The Petitioners state that, although the said authorities directed the 2nd Respondent to take appropriate actions, no such action was taken by any of the Respondents.
14. Hence, the Petitioners had sought relief by complaining to the Human Rights Commission on 15th June 2015⁵. As per the Petitioners, viewers of this Tele-drama were also disappointed by the sudden cancellation and signed an online petition to express their

² Marked “P4” attached to the Petition dated 6th July 2015

³ Marked “P5” attached to the Petition dated 6th July 2015

⁴ Marked “P5” attached to the Petition dated 6th July 2015

⁵ Marked “P8” attached to the Petition dated 6th July 2015

views. On behalf of such viewers, one filed a complaint to the Human Rights Commission on 12th June 2015⁶.

15. After an inquiry, the Human Rights Commission had found the Petitioners' fundamental rights guaranteed under Article 12(1) of the Constitution to have been violated by the Respondents and recommended to re-broadcast the Tele-drama⁷.
16. The Respondents have then complied with the recommendation of the Human Rights Commission, by a decision of its Programme Committee dated 2nd November 2016,⁸ and re-televised the Tele-drama beginning with episode 01 from February 2017.
17. The Petitioners contended during their submissions before this Court that the Petitioners are entitled to compensation for the re-televised episodes as well.

The Respondents' Position

18. The Respondents take up the position that, by the Agreement signed between the Petitioners and the Respondents, the 1st Respondent bought the commercial and non-commercial rights of the Tele-drama to transmit, re-transmit and simulcast the said Tele-drama or portions thereof.
19. Having purchased the said rights, the 1st Respondent had commenced screening the Tele-drama. However, the said Tele-drama, despite airing in the prime time, had not attracted the desired level of commercial endorsement, failing to generate sufficient income.
20. The Respondents submit a comparison of the Television Viewing Ratings (TVR) of the 1st Respondent channel and other channels for the time belt in which the Tele-drama in

⁶ Marked "P9" attached to the Petition dated 6th July 2015

⁷ Marked "R4" attached to the Affidavit dated 23rd November 2016

⁸ Marked "R5" attached to the Affidavit dated 23rd November 2016

question was aired and state that this rating has a direct impact on the revenue generated during that period. It is in these circumstances that the 1st Respondent had terminated the screening of the Tele-drama pursuant to a decision dated 8th May 2015.⁹

21. The said Respondent further states that the decision to terminate the Agreement with the Petitioners was a decision taken by the Programme Procurement Committee consisting of ten officers on the grounds that it was not generating the expected revenue.
22. Furthermore, the Respondents state that not only the said Tele-drama but three other Tele-dramas have been terminated for not producing a sufficient income. The Respondents submit that the decision to terminate the said Tele-drama is purely a business decision in order to maximise their performance as a business entity.
23. It was also submitted by the Respondents that they have acted in terms of Clause 1 of the Agreement entered into with the Petitioners in terminating the said Agreement.
24. The Respondents further state that the Respondents are not bound to pay extra charge/compensation for the episodes re-televised, adhering to the order by the Human Rights Commission, since they have already purchased the said episode and hold the right to re-televiser the episodes under and in terms of the Agreement between the Petitioners and the Respondents.

ANALYSIS

25. After perusing the materials presented to this Court, it can be observed that the Respondents have tendered notices to the Petitioners in terms of Clause 1 of the Commercial Agreement entered into by the parties to terminate the Agreement.

⁹ Marked “R1” attached to the Affidavit dated 23rd November 2016

26. As it was observed, according to the Television Viewing Ratings (TVR)¹⁰ tendered to this Court, the said Tele-drama had not reached the expected number of viewers. Furthermore, according to the internal reports¹¹ tendered by the Respondents, it is clear that the said Tele-drama failed to generate the income which was projected by the Respondent Corporation.
27. It is also pertinent to highlight, as was contended by the learned Deputy Solicitor General, that the 1st Respondent has the highest coverage across the island among the other TV Channels. However, despite that, the TVR Ratings tendered by the Respondents to this Court transpired a staggeringly low viewing rating during the time when the said Tele-drama was aired.
28. Furthermore, it is the view of this Court that the Agreements entered into between the parties are purely of a commercial nature. Hence, party autonomy concerning the matters set out in such Agreements ought to be respected by this Court. If the Petitioners wish to challenge the manner in which the Respondents have conducted themselves within the contours of such Agreements, this may not be the appropriate forum, considering the nature of the jurisdiction exercised by this Court and its inherent limitations. The Court has previously commented on such limitations when commercial and highly technical matters are canvassed by way of a fundamental rights application.
29. As Samayawardhena J observed previously in ***Sierra Construction Ltd. v. Road Development Authority and others***¹²,

“...Neither the Court nor the petitioner possesses the requisite expertise, resources and capacity to challenge through a fundamental rights application the accuracy of

¹⁰ Marked “R10(A)” attached to the Affidavit dated 23rd November 2016

¹¹ Marked “R10(B)” attached to the Affidavit dated 23rd November 2016

¹² SC/FR/135/2023, SC minutes dated 10th February 2025

the findings in the several reports filed by the Technical Evaluation Committee, the Ministry Procurement Committee, and the Expert Committee appointed by the Court. Based on the facts and circumstances of the case, the findings in those reports are not perverse and are prima facie acceptable to the Court. In such cases, in exercising its writ or fundamental rights jurisdiction, this Court must exercise caution in revisiting decisions that are highly technical in nature. This restraint is necessitated by the Court's institutional limitations.

If the petitioner truly wishes to challenge the findings of those reports, the petitioner would have to go before a different forum, and this cannot practically be done within the context of a fundamental rights application decided on limited pleadings without oral evidence, and meant to be concluded within two months of its filing, as stipulated by Article 126(5) of the Constitution. Those are statutory limitations. I am aware that the contours of the applicability of Article 12(1), the right to equality, have expanded significantly over the years to encompass virtually any violation under its purview. However, every procedural or substantive error does not and cannot attract the invocation of the fundamental rights jurisdiction of the Supreme Court.”¹³

30. Commercial Agreements, as the term denotes, are in fact for profit-making endeavours, and the parties have the freedom to make appropriate business decisions which would benefit their respective businesses. In the circumstance where the Tele-drama in question was not performing to the expected level and not generating the expected revenue, the 1st Respondent, as a business entity, should be free to take appropriate business decisions to terminate their agreement.
31. In fact, the core purpose of including a termination clause in an agreement is to give the freedom for the parties of such agreement to terminate the same as and when required.

¹³ Ibid, at pp. 10-11

32. As it was stated in the ***Sierra Construction Ltd. v Road Development Authority and others*** (*supra*), I am in complete agreement with my brother's opinion that if each and every breach of law or a violation of a contractual right or a breach of contract cannot and should not be treated as a violation of a fundamental right. If that were so, this Court's role in addressing the genuine violations would indeed be heavily diluted.

33. As was observed in ***Wijesinghe v. Attorney General and Others***,¹⁴

"We have to take cognizance of the distinction between ordinary rights and fundamental rights, and it is only a breach of a fundamental right that calls for our intervention. Every wrong decision or breach of the law does not attract the constitutional remedies relating to fundamental rights."

34. It is perhaps necessary for me to highlight at this juncture that, while the 1st Respondent is a corporation amenable to fundamental rights jurisdiction, such amenability does not make this a one-size-fits-all forum to bring all disputes relating to such corporation. Enabling such a practice to continue could potentially open up floodgates, causing various claims associated with State corporations to flow through and clog the systems of this Court.

35. As such, for the reasons mentioned above, I am of the opinion that the circumstances of this matter relate merely to a Commercial Agreement and a dispute between parties arising therefrom.

36. I refrain from making any declarations as to the contractual rights and obligations on the part of the Petitioners and the Respondents, for such is not the function of this Court in the exercise of its jurisdiction under Article 126 of the Constitution.

¹⁴ (1978 - 79 - 80) 1 Sri. L.R. 102, at p. 105

37. I find no violations of the Petitioners' rights guaranteed under the fundamental rights chapter of the Constitution as alleged by the Petitioners. Accordingly, the Application should stand dismissed.

Application Dismissed.

JUDGE OF THE SUPREME COURT

MAHINDA SAMAYAWARDHENA, J.

I agree.

JUDGE OF THE SUPREME COURT

M. SAMPATH K. B. WIJERATNE, J.

I agree.

JUDGE OF THE SUPREME COURT