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

In the matter of an Application for a mandate in the nature of *Writ of Certiorari* under article 140 of the Constitution of the Democratic Socialist Republic of Sri Lanka

Micro Cars Limited,
No. 873,
Kandy Road,
Wedamulla, Kelaniya.

PETITIONER

C.A. Writ 189/2014

Vs,

1. Consumer Affairs Authority, 2nd Floor,
   C.W.E. Secretarial Building, No. 27,
   Vauxhall Street, Colombo 02.

2. Milton Amarasinghe, Executive Director,
   Consumer Affairs Authority, 2nd Floor,
   C.W.E. Secretarial Building, No. 27,
   Vauxhall Street, Colombo 02.

3. Sunil Jayaweera, Executive Director,
   Consumer Affairs Authority, 2nd Floor,
   C.W.E. Secretarial Building, No. 27,
   Vauxhall Street, Colombo 02.

4. Major General N. Jayasuriya, Executive Director,
   Consumer Affairs Authority, 2nd Floor,
   C.W.E. Secretarial Building, No. 27,
   Vauxhall Street, Colombo 02.

5. Waruna Allawwa, Member,
   Consumer Affairs Authority, 2nd Floor,
   C.W.E. Secretarial Building, No. 27,
   Vauxhall Street, Colombo 02.

6. H.A.B. Abeywardena, Manjulashan,
   Mirissa North, Mirissa.

RESPONDENTS

Before: **Vijith K. Malalgoda PC J (P/CA) &**

H.C.J. Madawala J

Counsel: Manoj Bandara with Lakshana Perera for the Petitioner

Niel Unamboowa SDSG for the 1st to 5th Respondents

Argued on: 01.10.32015, 14.10.2015, 29.10.2015
Written Submissions on: 15.02.2015
Judgment on: 01.07.2016

Order

Vijith K. Malalgoda PC J

Petitioner to the present application Micro Cars Ltd a company established and duly incorporated under the Companies Act No. 7 of 2007 had come before this court against a decision made by the 1st Respondent Consumer Affairs Authority under section 13 (4) of the Consumer Affairs Authority Act No. 9 of 2003 which is reflected in P-16 and P-17 seeking inter alia.

c) Grant a writ in the nature of a *Certiorari* quashing the impugned order of the 1st Respondent contained in and/or communicated to the Petitioner, via the documents marked P-16 and P-17 to the petition.

As revealed before this court, in or around July 2012 the Petitioner introduced a transport vehicle known as "Micro Loader" to the Sri Lankan market which is a mini truck of Chinese make, partly assembled in Sri Lanka with a warranty of 50,000 km or 1 year which ever may occur first.

On or around 1st December 2012 the 6th Respondent ordered a Micro Loader from the Matara Branch of the Petitioner with a leasing facility obtained from the Hatton National Bank PLC. The quotation provided by the Petitioner to sell the vehicle at a price of LKR 900,000/- was accepted by the 6th Respondent on 21st December 2012 and the vehicle duly registered with the Registrar of Motor Vehicles under Registration No. SP PU-9415 was handed over to the Petitioner on 16th January 2013 with a standard warranty copy which provided before this court is marked as P-5.

On two occasions in July and August 2013 the 6th Respondent complained the Petitioner that the brakes in the vehicle were not sufficient. When the complaint was made to the Petitioner's agent in Matara in July 2013, the agent had attended to the vehicle and handed over to the 6th Respondent. However the 6th Respondent had once again complained of the same defect in the August 2013 and the petitioner brought the vehicle to the service centre at Colombo in order to attend the vehicle.

It was revealed that the 6th Respondent had refused to accept the vehicle back, once the Petitioner completed the repair informing that the brakes were not up to the standard. As revealed before this court, the 6th Respondent had complained to the 1st Respondent Authority on 03.09.2013 informing that the "Braking System" of the Micro Loader he purchased from the Petitioner Company suddenly failed and although the Petitioner Company repaired it, the defective nature of braking system has not been rectified.

It was further revealed before this court that the 6th Respondent, before making the complaint with the 1st Respondent Authority had made representations to the Petitioner by letter dated 06.08.2013.

Since then some meetings between the parties and correspondents were exchanged, the parties have not reached a settlement between them.

By letter dated 16.09.2015 the 1st Respondent informed both parties to be present for a discussion on 27.09.2013 at 11.30 am. Petitioner did not turn up for the said meeting but informed by his letter dated 27.09.2013 their inability to be present for the discussion. By letter dated 02.10.2013 the 1st Respondent re-scheduled the said discussion for 10.10.2013.

On 10.10.2013 both parties appear before the 1st Respondent Authority and at the discussion the 6th Respondent complained of repeated defective position of the brakes system, and informed that he has no confidence and trust of the vehicle and requested the refund of the money spend on the vehicle.

As against the said request the Petitioner took up the position that, the Petitioner had several discussions with the 6th Respondent earlier and as agreed at those discussions the Petitioner is agreeable to extend the warranty period by another one year and grant free services for the value of Rs. 27,000/- which is the lease rental for the period, the vehicle was stationed at the Petitioner's garage.

Since there was no settlement between the parties, the parties agreed to fix the matter for inquiry before the 1st Respondent Authority.

It is further revealed before this court that subsequent to the said meeting the Petitioner had wrote to the 1st Respondent informing his position.

a) That prior to the compliant made to the 1st Respondent by the 6th Respondent at a discussion with the 6th Respondent the Petitioner had on 14.09.2013, the Petitioner promised to the 6th Respondent to **increase the period of warranty by a further 1 year** and for the period the

Micro Loader was stationed at the Petitioner's Garage the equivalent sum of the lease rental of Rs. 27,000 **free service could be provided.**

b) That the 6th Respondent visited Petitioner on 12.09.2013 and inspected the Micro Loader and requested that if the sum of Rs. 27,000/- is made by the Petitioner there would not be any dispute.

c) However at the discussion on 10.10.2013 the 6th Respondent changed his earlier position and refused to accept the Micro Loader;

d) That the 6th Respondent by his letter dated 23.09.2013 has informed the Petitioner that he is **not satisfied with regard to the repair done** on the Micro Loader.

e) Accordingly, the Petitioner has requested to **communicate to him the next steps the 1st Respondent proposes to take**.

Since no settlement was reached between the two parties the 1st Respondent by his letter dated 05.12.2013 noticed the parties to attend an inquiry on 17.12.2013 under section 13 (1) of the Consumer Authorities Act No. 9 of 2003.

Section 13 (1) of the said Act reads thus;

13 (1) the Authority may inquire into complaints regarding,

a) The production, manufacture, supply, storage, transportation or sale of any good and to the supply of any services which does not conform to the standard and specifications determined under section 12 and

b) The manufacture or sale of any goods which does not conform to the warranty or guarantee given by implication or otherwise, by the manufacturer or trader

According to the proceedings of the said inquiry which was produced marked P-13 the 6th Respondent had made a detail statement giving the events took place since the date he purchased the vehicle, before the tribunal.

According to the said statement made by the 6th Respondent he had purchased the vehicle in question in the month of January 2013 subject to a leasing facility from the Hatton National Bank for the purpose of transporting fruits and vegetables from distance places and sell. When he discovered the fault of the braking system on 28.07.2013 he immediately communicated with the Petitioner Company and handed over the vehicle to the company on 29.07.2013. Since then the vehicle was repaired by the Petitioner more than two occasions but the 6th Respondent was not happy with the repairs done and therefore refused to receive the vehicle from the petitioner.

As against the said complaint by the 6th Respondent, the Petitioner's representative who represented the Petitioner at the inquiry whilst admitting that there was a defect in the vehicle, submitted that the said defect had been now attended to by the petitioner Company, but further submitted that he would discuss this matter again with the Petitioner Company and inform their position in three weeks.

By letter dated 07.01.2014 the Petitioner has informed the 1st respondent that, the Petitioner Company has agreed to award an extended warranty for another one year and make a cash payment of Rs. 27, 000/- to the 6th Respondent.

However, the 1st Respondent as informed on the 17.12.2013 that the 1st Respondent would make an order with regard to the inquiry if no settlement is reached, has communicated to the petitioner by his letter dated 30.04.2014 the decision of the 1st Respondent to the effect, that he has been directed to pay Rs. 900,000/- to the 6th Respondent through the Hatton National Bank. A copy of the order made by the tribunal dated 25.03.2014 too was attached to the said letter.

Being dissatisfied with the said decision of the 1st Respondent, the Petitioner has come before this court seeking a writ of Certiorari to quash the said decision on several grounds averred before us.

The Petitioner has challenged the decision of the 1st Respondent on the grounds that,

a) There was no sufficient evidence before the Tribunal to come to the conclusion in the impugned decision or in other word the impugned order marked P-17 is based on no evidence rule

b) There was no finding by the 1st Respondent that the "Goods not conforming to the warranty or guarantee" when concluding inquiry

c) The said decision has violated the provisions of the Motor Traffic Act and the Finance Leasing Act

d) The inquiry panel has failed to consider alternative relief or had acted unreasonably

e) The inquiry panel has failed to consider the statutory time bar imposed by section 13 (2) of the Consumer Affairs Authority Act.

The inquiry panel has failed to consider the statutory time bar,

Section 13 (2) of the Consumer Affairs Authority Act reads thus,

> "A complaint under subsection (1) which relates to the sale of any goods or to the provision of any services shall be made to the authority in writing within three months of the sale of such goods or the provision of such service as the case may be."

Based on the above provision of the Consumer Affairs Authority Act the Petitioner has argued that under the provisions of the act the complaint had to be made, which relates to the sale of any goods or to the of any service within three months of the sale and the fact that the Petitioner did not raise such objection at the hearing before the Authority cannot give a Public Authority more power than it legitimately posses.

Section 13 (1) of the Consumer Affairs Authority Act provides for,

"The Authority may inquiry into complaints regarding

a) The production, manufacture, supply, storage, transportation or sale of any goods and to the supply of any services which does not conform to the standards and specifications determined under section 12; and

b) The manufacture or sale of any goods which does not conform to the warranty or guarantee given by implication or otherwise, by the manufacturer or trader

As revealed during the arguments before this court the Petitioner had given a standard warranty of 50,000 km or 1 year which ever may occur first. A copy of the said standard warranty was produced before this court marked P-5 and according to the said warranty, 12 months or 50,000 km (whichever comes first) warranty had been given to the, brake master pump and vacuum booster excluding brake lining or brake pads, brake drums or discs in the brake system.

When considering the provisions of the Consumer Affairs Authority Act along with its long title this court is of the view that, the said Act has been primarily promulgated for the purpose of the effective competition and protection of the consumers. Therefore it is of paramount importance to view the provisions of the Consumer Affairs Authority Act in the perspective of not only of the effective competition but necessarily focusing on the interest of the protection of the innocent consumers.

Under these circumstances it is the duty of this court when interpreting the provisions of the Consumer Affairs Authority Act, to be mindful of the object of the above Act.

It was discussed in the case of ***Wickramarathne V. Samarawickrema (1995) 2 Sri LR 2,*** by S.N. Silva (J) (as he was then) the importance of the interpretation of a statute without defecting the objective as follows;

> "The basic rule of interpretation is that the legislative objective should be advanced and the provisions be interpreted in keeping with the purpose of the legislature, interpretation should not have the effect of defeating the objective of the legislature and of detracting from its purpose."

With regard to the calculation of time bar under section 13 (2) of the Consumer Affairs Authority Act, this court on several occasions had considered the provisions of the said section and given interpretation and I would like to consider some of them in order to analyze the mind of the judiciary when deciding those cases.

In the case of ***David Peiris Motor Company V. Consumer Affairs Authority and 8 Others CA/Writ/635/2007*** (CA minute dated 03/08/2009) the court observed that,

> ".....it is common ground that the Petitioner has given a warranty of 2 years or 30,000km for the vehicle in question
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> The time limit of three months stipulated in section 13 (2) is in relation to a complaint of the sale of any goods or to the provision of any service which does not conform to the standards and specifications determined under section 12. But this time limit does not apply to the production, manufacture, supply, storage and transportation which does conform to the standards and specifications determined under section 12 and the manufacture or sale of the goods which does not conform to the warranty or guarantee given by the manufacturer or tender.
>
> Section 13 (2) must be given a purposive interpretation. If a warranty of goods covers for a period of two years and the purchaser can only complain within three months of the purchase of the goods in relation to the breach of a warranty or guaranty, it will lead to absurdity and the protection given by section 13 (1) (b) would be rendered nugatory. Section 13(2) has imposed a three months limitation for complaints only in relation to the sale of any goods or to the provision of any service which does not conform to the standards and specifications determined under section 12. "

In the case of ***Coca-Cola Beverages Sri Lanka Ltd. V. Consumer Affairs Authority and 8 Others CA/Writ/ 326/2006*** (CA minute dated 18/02/2011) the same issue with regard to a consumable item which was sold with an implied warranty was discussed as follows:

> "Under subsection (2) of the section 13 a complaint could be made to the Authority in writing within three months of the sale of such goods. By this provision one can make a complaint to the Authority against a manufacturer of any goods which does not conform to the warranty or guarantee given by implication or otherwise, by the manufacturer unless and until that product is sold. Once such product is sold a consumer could complain within three months from the time of sale of the product against the manufacturer. The legislature in its wisdom has not included the manufacture of a good in section 13 subsection (2) as the manufacturer of a good is entitled to detect a defective good after manufacture and could remove it from sale. If a detective good is detected after manufacture of the same it cannot be a cause of complaint of a consumer. The consumer can complain only if the manufacturer allows a defective good to be sold it to a consumer. That is why the legislature in section 13 (2) imposes a time limit to complaint against a sale of a product which does not conform to the warranty or guaranty given by implication by the manufacturer. It is an admitted fact that the said product (1 ½ liter Lion Club Soda) was manufactured by the Petitioner and was sold from an outlet on 24.01.2004 and the complaint was made against the manufacturer on 11th March 2004 which is within three months from the sale of such goods. Therefore the submission that the Consumer Affairs Authority by entertaining the complaint of the 2nd Respondent under section 13 (1) of the consumer Affairs Authority Act acted without jurisdiction is untenable."

Even though the Petitioners have argued that the decisions of the said cases are contrary to each other, this court cannot agree with the said argument,

As observed in the case of ***Wickremarathna V. Samarasekara*** there is a duty cast upon the court to interpret legislation without defeating the objectives of the legislation. As against a motorcycle which

was sold with a 2 years warranty and a beverage sold with an implied warranty that it will be reasonably fit for consumption, the court cannot use the same yardstick when interpreting what the legislature has though fit for to the given case. When a consumable is sold without a specific warranty but with a implied warranty that it will be reasonably fit for consumption, the provisions of section 13 (2) will have to be strictly apply from the date of purchase by the customer and when a product is sold with a specific warranty, section 13 (2) must be given a purposive interpretation. If the warranty is given for a period of one year and the purchaser can only complain in relation to a breach of a warranty or guaranty within 3 months only the protection given by section 13 (1) (b) would be rendered nugatory.

Therefore I see no merit in the said argument raised by the Petitioner.

There was no sufficient evidence before the tribunal to come to the decision in the impugned order (no evidence rule)

There was no finding by the 1st Respondent that the goods not conforming to the warranty or guarantee when concluding inquiry

As observed by this court the matter relates to the complaint and the subsequent inquiry was mainly based on the condition of the braking system of the micro loader truck sold by the Petitioner.

It was revealed for the inquiry proceedings submitted before this court, that the 6th Respondent had purchased the said vehicle for the purpose of transporting fruits and vegetables from out stations to the city in order to sell them in the city. The 6th Respondent had complaint that the braking system of the said vehicle was failed within 7 months. When he complained, to the local agent, the vehicle was repaired at Matara itself and returned to him. Since there was no improvement of the braking system the vehicle was taken to Colombo by the Petitioner and attended to it in Colombo. When the vehicle

was inspected by the 6th Respondent after repairs, had observed the same defect in the braking system and complained to the Petitioner once again and refused to accept the vehicle.

During the inquiry the Petitioner had admitted the fact that there was a failure in the braking system initially after 7 months from the sale of the said vehicle. The petitioner had further admitted that the Petitioner had attended to the said defect twice within one month. When the Complainant had placed the above evidence and stated that even after the repair for the second time in Colombo, he observed the same defect in the vehicle, the Petitioner has never challenged the above position at the inquiry. When going through the proceedings of the inquiry, it appears that the Complainant's evidence had gone to the record unchallenged and the petitioner had failed to produce any evidence in contrary.

During the arguments before us the Learned Counsel for the Petitioner had argued that there was no expert evidence before the tribunal to conclude that the braking system was defective even after the repairs were carried out, but we see no reason for the tribunal to look for any expert evidence since the Petitioner had failed to challenge the position taken up by the Complainant.

As observed by us, the only application made by the Petitioner, after the Complainant placed his position before the inquiry, was to consult the management and inform their position, which the Petitioner has done on.07.01.2014 (P-14) but even in the said letter the Petitioner had never challenged the position taken up by the Complainant at the inquiry.

As observed by H.W.R. Wade and C.F. Forsyth, "No evidence does not mean only a total dearth of evidence. It extends to any case where the evidence taken as a whole, is not reasonably capable of supporting the finding" (***Wade an Forsyth Administrative Law 10th Edition at page 229- Allison V. General Medical Council (1894) 19B 750 at 760***).

In the absence of any material placed before the tribunal in challenging the version given by the Complainant, and the admission by the petitioner of the defect in the braking system even after being repaired by the local agent and the company work shop on the 1st occasion, the said unchallenged

evidence placed before the tribunal was more than sufficient for the tribunal to come to the conclusion reached in this case and therefore we see no merit in the said argument.

The tribunal in their decision which is produced marked P-17 after analyzing the material placed before them, had made the following observation before coming to their findings.

> ඒ අනුව පාරිභෝගික කටයුතු පිළිබඳ අධිකාරිය පනතේ 13(1) වගන්තිය ප්‍රකාරව පවත්වන ලද පරීක්ෂණයේදී දෙපාර්ශවයම ඉදිරිපත් කරනලද සියළුම ලිඛිත හා වාචික සාක්ෂි සලකා බැලීමෙන් අනතුරුව පරීක්ෂණ මණ්ඩලය විසින් පහත සඳහන් කරුණු නිරීක්ෂණය කරන ලදී
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> 1. පැමිණිලිකරු විසින් කල්බදු ණය පහසුකම යටතේ රු. 900 000 කට මිලදී ලද මයික්‍රෝ ලෝඩර් වාහනය මිලදී ගෙන මාස 07ක් වැනි කාලයකදී දෝශ සහිත වීම
> 2. නියමිත වගකීම් කාලය තුලදී පැමිණිල්ල අධිකාරිය වෙත යොමුව තිබීම
> 3. අදාල මයික්‍රෝ ලෝඩර් වාහනය පළමු වරට අළුත්වැඩියාවෙන් පසුවද අදාල දෝශය නිවැරදි නොවීම පිළිගෙන වගඋත්තරකාර ආයතනය මගින් නැවත අළුත්වැඩියාව සඳහා අදාල මයික්‍රෝ ලෝඩර් වාහනය වගඋත්තරකාර ආයතනයේ සේවා මධ්‍යස්ථානය වෙත රැගෙන යාම.....
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> ඒ අනුව පැමිණිලිකරු විසින් වගඋත්තරකාර ආයතනයෙන් මිලදිගනු ලැබූ මයික්‍රෝ ලෝඩර් වාහනය මිලදී ගෙන කෙටි කාලයක් තුල දෝශ සහගත වීමත්, එකී වාහනය මිලදී ගැනීමෙන් බලාපොරොත්තු වූ කාර්යයන් ඉටුකර ගැනීමට නොහැකි වීමෙන් ගෙවූ මුදලට සරිලන වටිනාකමෙන් යුතු නොවීමත්, වගඋත්තරකාර ආයතනයෙන් අදාල වාහනයේ දෝශය නිවැරදි නොවීම මත පළමුවර අළුත්වැඩියාව සඳහාම ගෙන යාමෙන් වගකීම් කාලය තුල පැමිණිල්ල අධිකාරිය වෙත ලැබී තිබීමත් යන කරුණු මත අධිකාරිය විසින් පැමිණිල්ල පිළිබඳ පහත නියමය කරනු ලැබේ

From the above observation made by the tribunal it is clear that the tribunal was mindful of the fact that the goods sold was not conforming to the warranty or guarantee given by the petitioner and that is the very reason after making such observation the tribunal proceeded to make an order directing to pay the money spent for purchasing the said vehicle to the petitioner.

As observed by this court the said decision was not communicated to the parties at the conclusion of the inquiry since the Petitioner moved time for him to inform whether the matter could be settled between the parties but when there was no settlement reached the said decision was communicated to the parties and in the said decision the tribunal had made observations referred to above.

Failure to consider Alternative Relief –Unreasonableness

Section 13 (4) of the Consumer Affairs Authority Act reads thus;

"where after an inquiry into a Complaint, the Authority is of opinion that a manufacture or sale of any goods or the provision of any services has been made which does not conform to the standards or specifications determined or deemed to be determined by the Authority, or that a manufacture or sale has been made of any goods not conforming to any warranty or guarantee given by implication or otherwise by the manufacturer or trader, it shall order the manufacturer or the trader to pay compensation to the aggrieved party or to replace such goods or to refund the amount paid for such goods or the provision of such service as the case may be.

As referred to in the above section the Act has provided the tribunal to compensate the aggrieved parties by

a) Pay compensation
b) Replace such goods
c) Refund the amount paid for such goods or provision of such service

as the case may be."

When considering the said provisions it is our view that the said provision has given discretion to the tribunal to consider as to how they are going to compensate the aggrieved party considering the facts of the each case or as referred to in the act itself as "as the case may be"

Subramaniam Shanmugam Vs. M.L. Rajebdran (1987) 4 SCC 215 the meaning of expression "as the case may be" is what the expression says, i.e. as the situation may be, in other words in case there are separate and distinct units then concept of need will apply accordingly.

Union of India V. Ashok Kumar (2205) 8 SCC 760

The expression "as the case may be" is used in sub rule 2 and sub rule 5. It obviously mean either of the two. The words "as the case may be" mean whichever the case may be or as the situation may be..."

In this regard we observe that the tribunal was mindful of the fact that the 6th Respondent had purchased the said vehicle to purchase fruits and vegetables from out stations in order to sell them in the city and due to its condition, the vehicle the 6th Respondent had purchased was not suitable for his purpose when considering as to how the 6th Respondent should be compensated in the present case.

This was observed in the order as follows;

> "පැමිණිලිකරු අදාල වාහනය මිලදී ගත් කාර්යය සඳහා, එනම් දුර පලාත්වලින් එළවළු හා පළතුරු මිලට ගෙන වෙළඳාම් කිරීම පවත්වාගෙන යාමට නොහැකිවීම හේතුවෙන් අදාල කාර්යය සඳහා නොගැලපෙන වාහනයක් වීම."

and therefore it is clear that the final decision of the tribunal to direct the petitioner to refund the amount paid for the purchase of the vehicle in question was made after giving due consideration to the material placed before the tribunal. Under these circumstances this court cannot agree with the contention of the Petitioner that the order given by the tribunal is unreasonable and/or it is not proportionate to the loss or damage suffered by the 6th Respondent.

As the final ground of appeal the Petitioner has submitted before this court that since the said vehicle was purchased on a hire purchase basis granted by a bank, the impugned order was made in violation of the of the provisions of the Finance Leasing Act No. 56 of 2000.

In this regard we observe the following order made by the tribunal in P-17.

"පැමිණිලිකරු විසින් හැටන් නැෂනල් බැංකුව මගින් කල්බදු ණය ක්‍රමය යටතේ ලබාගත් රු: 900 000ක මුදලකට මිලදීගත් මයික්‍රෝ ලෝඩර් වාහනය මිලදීගත් කාර්‍යය සඳහා සුදුසු නොවීම මත අදාල වාහනය මිලදීගැනීම සඳහා පැමිණිලිකරු වැයකල මුදල අදාල කල්බදු ණය පහසුකම ලබගත් හැටන් නැෂනල් බැංකුව හරහා පැමිණිලිකරු වෙත මෙම නියමය නිකුත්කල දින සිට දින 30ක් ඇතුලත ලබාදියයුතු බවට වගඋත්තරකාර ආයතනය වෙත නියම කරනු ලැබේ."

In the said order the tribunal was mindful of the fact that the said vehicle was purchased on a hire purchase basis and therefore had given a specific direction to refund the money to the 6th Respondent through the relevant bank and therefore we see no merit in the said argument.

For the reasons set out above, we see no merit in the arguments placed before us by the Petitioner and therefore not inclined to issue a *Writ of Certiorari* in order to quash the impugned order. We therefore make order dismissing this application with cost fixed at Rs. 50,000/-

Application is dismissed.

PRESIDENT OF THE COURT OF APPEAL

H.C.J. Madawala J

I agree,

JUDGE OF THE COURT OF APPEAL