

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

Case No: CA (Writ) No. 428/2016

Fairway Holdings (Pvt) Ltd
No. 100, Buthgamuwa Road,
Rajagiriya

Petitioner

Vs.

1. Urban Development Authority
7th Floor,
"Sethsiripaya",
Battaramulla.

2. Mr. Jagath Nandana Munasinghe
Chairman,
Urban Development Authority,
7th Floor, "Sethsiripaya",
Battaramulla.

3. Mr. K. L. W. Perera
Director - Land Development and Management,
7th Floor, "Sethsiripaya",
Battaramulla.

Respondents

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

C.A.Writ Application No. 428/2016

Counsel : Chandaka Jayasundara for the Petitioner

Indula Rathnayake SC for the AG.

Before : L.T.B. Dehideniya J.

: Shiran Gooneratne J.

Supported on : 07.09.2017

Decided on : 12.09.2017

L.T.B.Dehideniya J.

The Petitioner in this case has obtained permission from the 1st Respondent, Urban Development Authority, to use the land in question for a car park. The Petitioner submits that he has spent a substantial amount of money to develop the land. The 1st Respondent without entering in to a lease agreement, with the Petitioner, has canceled the permission given to the Petitioner. The Petitioner, among other reliefs, has prayed for an interim relief to prevent the Respondents from interfering with the possession of the Petitioners and to prevent leasing the land or giving permission use it to a third party. The Respondents objected to this application.

The Petitioner has not entered in to any lease agreement with the 1st Respondent. The Petitioner was granted permission to use the land temporary until the parties enter into a lease agreement. Under the UDA Act the 1st Respondent cannot enter into any lease agreement without the

approval of the Minister in charge of the subject. Even if the Board of Management of the 1st Respondent agrees to grant a lease, the final approval has to be given by the Minister. In the present case the Minister has not given his approval to the lease agreement and the parties have not entered into any lease agreement.

The 1st Respondent is a Government institution but the dealings of the Petitioner and the 1st Respondent in relation to the land in question are in the nature of private transaction where the public/administrative law has no application. The transaction in short is that the 1st Respondent permitted the Petitioner to use the land in question for a car park and on the expectation of entering into a lease agreement for 30 years, the Petitioner developed the land but later the 1st Respondent canceled the permission given to the Petitioner. The Petitioner may have a remedy in private law but on the face of the application, the transaction is not amenable to writ jurisdiction.

Under these circumstances, we refuse to issue an interim order.

We order to issue notice on Respondents.

President, Court of Appeal

Shiran Gooneratne J.

I agree.

Judge of the Court of Appeal