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## THE GAZETTE OF THE REPUBLIC OF SRI LANKA (CEYLON)

අංක 90 — 1973 දෙසැම්බර් 14 වැනි සිකුරාදා — 1973.12.14  
No. 90 — FRIDAY, DECEMBER 14, 1973

(Published by Authority)

### PART I: SECTION (I)—GENERAL

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Note.—Part VI published with this issue contains a list of Jurors and Assessors.

#### Appointments, &c., by the President

No. 567 of 1973

No. D. 297/RECT.

ARMY—REGULAR FORCE—APPOINTMENT APPROVED BY HIS EXCELLENCY THE PRESIDENT

Colonel E. T. DE Z. ABEYSEKERA, Commander, Western Command, in addition to his present duties to act as Chief of Staff, Army Headquarters, with effect from November 01, 1973.

By His Excellency's command,

W. T. JAYASINGHE,  
Secretary,

Ministry of Defence and Foreign Affairs.

Colombo, December 5, 1973.

12-549—Gazette No. 90 of 73.12.14

No. 569 of 1973

No. D/VF/42 (iii).

ARMY—SLVF—CONFIRMATION OF RANKS AND PROMOTIONS APPROVED BY HIS EXCELLENCY THE PRESIDENT

To be Majors with effect from January 1, 1973

Captain (Temporary Major) PETER ALFRED DE MEL, ED, CNG.  
Captain LAMARANCE SHELTON ANTHONY PERERA, CNG.

Captain SAMARARATNE VIDANARACHILACE RATNAPALA SENARATNE, CNG.

By His Excellency's command,

W. T. JAYASINGHE,  
Secretary,

Ministry of Defence and Foreign Affairs.

Colombo, November 27, 1973.

12-463—Gazette No. 90 of 73.12.14

No. 568 of 1973

No. D. 250/RECT/3 (iv).

ARMY—REGULAR FORCE—PROMOTION APPROVED BY HIS EXCELLENCY THE PRESIDENT

THE undermentioned officer to be Temporary Major with effect from June 01, 1973.—

Captain R. JAYAWARDENA, CAOC.

By His Excellency's command,

W. T. JAYASINGHE,  
Secretary,

Ministry of Defence and Foreign Affairs.

Colombo, December 4, 1973.

12-537—Gazette No. 90 of 73.12.14

No. 570 of 1973

No. D/VF/18/A (IV).

SRI LANKA NAVY—VOLUNTEER NAVAL FORCE RESIGNATION OF COMMISSION ACCEPTED BY HIS EXCELLENCY THE PRESIDENT

HIS Excellency the President has accepted the resignation of Commission of the undermentioned Office of the Volunteer Naval Force of the Sri Lanka Navy with effect from 15th October, 1973.

Acting Sub Lieutenant C. L. WEERARATNE, Sri Lanka Volunteer Naval Force.

By His Excellency's command,

W. T. JAYASINGHE,  
Secretary,

Ministry of Defence and Foreign Affairs.

Colombo, November 27, 1973.

12-462—Gazette No. 90 of 73.12.14

#### SPECIAL NOTICE REGARDING FORWARDING OF NOTICES FOR PUBLICATION IN THE WEEKLY GAZETTE

ATTENTION is drawn to the Important Notice, appearing at the end of each part of this Gazette, regarding dates of publication of the future weekly Gazettes and the latest times by which Notices will be accepted by the Government Printer for publication therein. All Notices for publication in the Gazette received out of times specified in the said notice will be returned to the senders concerned.

Department of Government Printing,  
Colombo, December 15, 1973.

L. W. P. PEIRIS,  
Government Printer.

## CORRECTION

REFERENCE to the appointment notice No. 155 of 1972, published in the *Gazette of the Republic of Sri Lanka (Ceylon)*—No. 27 of 29.9.72—page 293 the first item (b) should read as—  
“(b) To be Major with effect from December 1, 1971—

Captain LIYANAGODAGE DON EDWIN SUGATHADASA, G.W.

and not as appearing therein.

12-959—Gazette No. 90 of 73.12.14

### Appointments, &c., by the Cabinet of Ministers

No. 571 of 1973

THE Cabinet of Ministers has made the following appointments:

No. : අ.ම.ප.අ. 96/72

Captain C. H. S. AMARASEKERA, Assistant Director of Civil Aviation, to act, in addition to his duties, as Director of Civil Aviation, from 11th April, 1973, during the absence out of the Island of Mr. W. M. C. W. M. Aponso, Director of Civil Aviation.

No. : අ.ම.ප.අ. 96/72

Captain C. H. S. AMARASEKERA, Assistant Director of Civil Aviation, to act, in addition to his duties as Director of Civil Aviation, from 28th August, 1973 during the absence out of the Island of Mr. W. M. C. W. M. Aponso, Director of Civil Aviation.

No. : අ.ම.ප. 386/73

Mr. L. B. ABEYRATNE, to be Deputy Secretary to the Treasury, from 1st September, 1973 until further orders.

No. : අ.ම.ප. 378/73

Mr. I. SAMARAWICKRAME, Class I, Grade II of the Sri Lanka Administrative Service to be Director of Commerce with effect from 29th August, 1973 until further orders.

No. : අ.ම.ප. 378/73

Mr. W. S. P. JAYASURIYA, Class II of the Sri Lanka Administrative Service to be Controller of Prices (Food and Miscellaneous Articles) with effect from 29th August, 1973 until further orders.

No. : අ.ම.ප. 443/73

Mr. E. J. DE SILVA, Class I, Grade II of the Sri Lanka Administrative Service to be Senior Assistant Secretary, Ministry of Defence and Foreign Affairs with effect from 17th September, 1973, until further orders.

No. : අ.ම.ප. 483/73

Mr. A. T. J. MADUGALLE, Class II of the Sri Lanka Administrative Service to act as General Manager of Railways from 10th September, 1973 during the absence out of the Island of Mr. N. M. V. T. NAVARATNE, General Manager of Railways.

M. S. ALIF,  
Secretary to the Cabinet of Ministers.

Office of the Cabinet of Ministers,  
Republic Building,  
Colombo 1, 30th November, 1973.

12-539—Gazette No. 90 of 73.12.14

No. 572 of 1973

### Appointments, &c., by the Judicial Services Advisory Board

SUMMARY OF ACTING APPOINTMENTS MADE BY THE SECRETARY, JUDICIAL SERVICES ADVISORY BOARD  
UNDER THE POWERS DELEGATED TO HIM BY THE CABINET OF MINISTERS UNDER  
SECTION 126 (5) OF THE CONSTITUTION

Name of Officer	Acting Appointment	Date of Acting appointment	Remarks
1. Mr. M. Z. I. AZEED	Supernumerary Officer and Actg. Addl. Magistrate etc., Panadura at Horana	From 1st December 1973	Until further orders
2. W. G. N. WEERATNE	Supernumerary Officer and Actg. Addl. Magistrate etc., Negombo	do.	do.
3. Mr. A. L. M. FERNANDO	Actg. Addl. Magistrate etc., Matara	do.	do.
4. Mr. B. M. F. EKANAYAKE	Supernumerary Officer and Actg. Addl. Magistrate etc., Badulla	do.	do.
5. Mr. R. B. RANARAJA	Supernumerary Officer and Actg. Addl. Magistrate etc., Kurunegala at Kuliapitiya	do.	do.
6. Mr. M. W. R. DE SILVA	Actg. Addl. District Judge etc., Kandy at Gampola	15th to 17th & 19th to 21st November 1973	During absence of Mr. R. ILEYAPERUMA
7. Mr. T. S. P. DE S. GUNASEKERA	Actg. Addl. District Judge etc., Balapitiya	29th & 30th November 1973	During absence of Mr. A. W. GOONERATNE
8. Mr. T. S. P. DE S. GUNASEKERA	Actg. Addl. Magistrate etc., Balapitiya	21st & 22nd November 1973	During absence of Mr. J. C. A. C. M. S. SILVA
9. Mr. N. A. RAJARATNAM	Actg. Addl. Magistrate etc., Point Pedro	1st November 1973	During absence of Mr. S. JOKANATHAN
10. Mr. K. D. SENAWEEERA	Actg. Addl. District Judge etc., Anuradhapura	17th & 19th November 1973	During absence of Mr. Y. H. GUNARATNE
11. Mr. K. E. SENEVIRATNE	Actg. Addl. Magistrate etc., RATNAPURA	19th November 1973	During absence of Mr. R. D. B. JAYASEKERA
12. Mr. H. D. RANASINGHE	Actg. Addl. Magistrate etc., Gampaha	do.	During absence of Mr. C. ANANDA GREGO
13. Mr. S. KANAGARATNAM	Actg. Addl. Magistrate etc., Jaffna	19th & 20th November 1973	During absence of Mr. K. PALAKIDNAR
14. Mr. A. SIVAGURUNATHAN	Actg. Addl. Commissioner of Requests etc., Colombo	7th to 9th & 13th to 16th November 1973	During absence of Mr. B. SENARATNE
15. Mr. D. C. E. V. KARUNARATNE	Actg. Addl. Magistrate etc., Negombo	7th & 8th December 1973	During absence of Mr. S. SEMASINGHE
16. Mr. S. M. ABOOTHAMR	Actg. Addl. District Judge etc., Puttalam	22nd November & 5th December 1973	During absence of Mr. R. PARAMAKURU
17. Mr. J. S. RAJAPAKSE	Actg. Addl. District Judge etc., Chilaw	15th to 17th, 19th, 21st & 27th November 1973	During absence of Mr. K. C. E. DE ALWIS

Name of Officer	Acting Appointment	Date of Acting Appointment	Remarks
18. Mr. J. S. RAJAPAKSE	Actg. Addl. Magistrate etc., Chilaw	16th, 20th, 22nd, 23rd, 27th & 29th November 1973	During absence of Mr. L. H. G. WEERASEKERA
19. Mr. T. S. DOOL	Actg. Addl. Magistrate etc., Hambantota	13th November 1973	During absence of Mr. T. M. WARUSAVITHANA
20. Mr. WALTER D. PERERA	Actg. Addl. Magistrate etc., Colombo	17th & 19th November 1973	During absence of Mr. P. EDUSSURIYA
21. Mr. J. A. GUNARATNE	Actg. Addl. District Judge etc., Kalutara	7th & 8th December 1973	During absence of Mr. I. G. N. DE J. SENEVIRATNE
22. Mr. DUDLEY SAMARAWICKREME	Actg. Addl. District Judge etc., Galle	do.	During absence of Mr. L. H. DE ALWIS
23. Mr. K. E. KATHIRGAMALINGAM	Actg. Addl. District Judge etc., Jaffna	6th to 8th December 1973	During absence of Mr. T. J. RAJARATNAM
24. Mr. PRIETZ KODAGODA	Actg. Addl. District Judge etc., Kurunegala	22nd November, 7th & 8th December 1973	During absence of Mr. M. M. ABDUL CADER
25. Mr. P. MAHESWARAN	Actg. Addl. District Judge etc., Nuwara Eliya	13th to 15th November 1973	During absence of Mr. M. B. G. DISSANAYAKE
26. Mr. D. St. E. KODAGODA	Actg. Addl. Magistrate etc., Kurunegala	7th November 1973	During absence of Mr. M. S. S. COREA
27. Mr. J. N. A. DE CROOS	Actg. Addl. District Judge etc., Negombo	7th & 8th December 1973	During absence of Mr. S. SELLIAH
28. Mr. N. S. C. ALAGAMUTTU	Actg. Addl. District Judge etc., Nuwara Eliya at Hatton	21st to 23rd November 1973	During absence of Mr. A. B. ALUWITARE
29. Mr. J. K. WIJESINGHE	Actg. Addl. Magistrate etc., Panadura at Horana	9th November 1973	During absence of Mr. W. G. N. WEERATNE
30. Mr. B. M. W. A. W. JAYAWARDENE	Actg. Addl. Magistrate etc., Colombo at J.M.C. Colombo Fort	7th & 8th December 1973	During absence of Mr. C. MANOHARA
31. Mr. A. SEEMAMPILLAI	Actg. Addl. District Judge etc., Mannar & Vavuniya	6th to 8th December 1973	During absence of Mr. S. ANANDACOMARASWAMY
32. Mr. W. J. FONSEKA	Actg. Addl. Magistrate etc., Panadura	19th November 1973	During absence of Mr. P. B. RAMBURWELLA
33. Mr. LAL D. WIJEWARDENE	Actg. Addl. Magistrate etc., Kalutara	7th December 1973	During absence of Mr. L. M. JAYARATNE
34. Mr. B. D. FERNANDO	Actg. President, Labour Tribunal to hear determine and deliver judgment	21st November 1973 27th November 1973 30th November 1973 30th November 1973	L.T.(16) No. 16/1022/71 L.T.(16) No. 16/623/70 L.T.(16) No. 16/320/69 L.T.(16) No. 16/39/73
35. Mr. B. D. FERNANDO	do.	29th November 1973 30th November 1973	L.T.(16) No. 16/1034/71 L.T.(16) No. 16/790/70 & 16/852/71
36. Mr. M. G. H. DE ALWIS	do.	24th November 1973 29th November 1973	L.T. Colombo Nos. 11/2194/71, 11/2196/71, 11/2197/71 & 11/2199/71 L.T. Colombo No. 11/33388
37. Mr. M. G. H. DE ALWIS	do.	1st December 1973 3rd December 1973 4th December 1973 5th December 1973 6th December 1973 7th December 1973 8th December 1973 10th December 1973 11th December 1973 12th December 1973 13th December 1973 14th December 1973	L.T. Colombo No. 11/A/1544 L.T. Colombo No. 11/G/7054 L.T. Colombo No. 11/A/16 L.T. Colombo No. 11/R/3056 L.T. Colombo Nos. 11/2209/71, 11/2210/71 & 11/2211/71 L.T. Colombo No. 11/25437 L.T. Avissawella No. 11/A/824 L.T. Colombo No. 11/392/68 L.T. Colombo No. 11/M/910 L.T. Colombo No. 11/258/69 L.T. Colombo No. 11/R/3356 L.T. Colombo No. 11/A/1813
38. Mr. B. D. FERNANDO	do.	6th December 1973 8th December 1973 10th December 1973 11th December 1973 12th December 1973 13th December 1973 14th December 1973	L.T. (16) No. 16/1022/71 L.T. (16) No. 16/972/71 L.T. (16) No. 16/641/70 L.T. (16) Nos. 16/790/70 & 16/852/71
39. Mr. R. V. VILVABAJAH	Actg. Addl. Magistrate etc., Vavuniya	25th to 27th October 1973	During absence of Mr. A. M. I. SAHEED
40. Mr. A. KETHISWARAN	do.	29th November 1973	do.
41. Mr. P. O. R. WIJETILAKE	Actg. Addl. President, R.C., North Girawa Pattu etc., in addition to his other duties	From 5th December 1973 for 15 days	To hear determine and deliver judgment in R.C. Kirama Case No. 3909
42. Mr. P. O. R. WIJETILAKE	do.	From 29th November 1973 for 15 days	To hear determine and deliver judgment in R.C. Godapitiya Case No. 11
43. Mrs. N. T. HERAT	Actg. Addl. President, R.C., Wellessa-Bintenne etc., in addition to her other duties	From 28th November 1973 for 15 days	To hear determine and deliver judgment in R.C. Medagama Case No. 3171
44. Mrs. N. T. HERAT	do.	From 24th December 1973 for 15 days	To deliver judgment in R.C. Pinawela Case No. 3423
45. Mr. C. G. L. DE ALWIS	Actg. Addl. President, R.C., Alutkuru Korala etc., in addition to his other duties	From 30th November 1973 for 15 days	To hear determine and deliver judgment in R.C. Minuwangoda Case No. 481

Name of Officer	Acting Appointment	Date of Acting Appointment	Remarks
46. Mr. R. AMARANARTH DE SILVA	Actg. President, R.C., Bentota Walallawiti Korale etc.	8th November 1973	During absence of Mr. I. M. LIYANAGE
47. Mr. K. P. DE SILVA	do.	15th November 1973	do.
48. Mr. N. B. GANNEWA	Actg. President, R.C., Kotmale etc.	17th November 1973	During absence of Mr. U. MAPA
49. Mr. P. RANATUNGA	Actg. President, R.C., Galboda Korale etc.	12th & 13th November 1973	During absence of Mr. D. B. ELLEPOLA
50. Mr. T. U. KARAWITA	Actg. President, R.C., Nuwaraagam Palata South etc.	23rd November 1973	During absence of Mr. R. W. J. WEERASURIYA
51. Mr. M. BULANKULAME	do.	19th November 1973	do.
52. Mr. UPALI GODAMUNE	Actg. President, R.C., Kuruwiti Korale etc.	3rd December 1973	During absence of Mrs. S. DHARMADASA
53. Mr. UPALI GODAMUNE	Actg. President, R.C., Atakalan Korale etc.	1st to 3rd 15th, 16th, & 19th to 24th November 1973	During absence of Mr. P. M. SENEVIRATNE
54. Mr. NIHAL WETTASINGHE	do.	5th, 6th, 8th, 13th & 14th November 1973	do.
55. Mr. A. S. IHALAGAMA	Actg. President, R.C., Weudawili Hatpattu etc.	16th November 1973	During absence of Mr. G. S. WATTEGEDERA
56. Mr. P. M. JAYATILAKE	Actg. President, R.C., Dewameddi Hatpattu etc.	23rd November 1973	During absence of Mr. C. A. S. E. CRISPYN
57. Mr. P. M. JAYATILLEKE	Actg. President, R.C., Kuli-yapitiya etc.	21st November 1973	During absence of Mr. K. S. GUNATILAKE
58. Mr. M. S. ABDULLA	do.	22nd November 1973	do.

LIONEL SAMARATUNGA,  
Secretary,  
Judicial Services Advisory Board.

Office of the Judicial Services Advisory Board,  
P. O. Box 573,  
C/52, Keppetipola Road,  
Colombo 5, December 6, 1973.  
12-535—Gazette No. 90 of 73.12.14

### Other Appointments, &c.

No. 573 of 1973

Pa. 4/2/13., Pa. 4/1/3/32/73 (Va.),  
Pa. 4/2/15., Pa. 4/1/9/42/73 (Va.),  
Pa. 4/2/23., Pa. 4/1/10/73 (Di.),  
Pa. 4/1/2/3/73., Pa. 4/1/16/64/73 (Va.).

#### COURTS ORDINANCE

BY virtue of the powers delegated to me under Sections 82 and 83 of the Courts Ordinance (Chapter 6), I, Felix Reginald Dias Bandaranaike, Minister of Justice, do hereby appoint—

1. Mr. SUBRAMANIAM KARTHIGESU, while holding the post of Chairman, Conciliation Board of Puloly Village area in the Jaffna District to be a Justice of the Peace for the Judicial District of Point Pedro.
2. Mr. KANDIAHPILLAI SIVASITHAMPARAM, while holding the post of Chairman, Conciliation Board of Nainathivu Village area in the Jaffna District to be a Justice of the Peace for the Judicial District of Jaffna.
3. Mr. UKKUBALAGE MENIKRALA, while holding the post of Chairman, Conciliation Board of Kapugollewa Village area in the Anuradhapura District to be a Justice of the Peace for the Judicial District of Anuradhapura.
4. Mr. DON DANIEL WANIGARATNE SAMARASEKERA, while holding the post of Chairman, Conciliation Board of Diyapota Gamapattu Village area in the Ratnapura District to be a Justice of the Peace for the Judicial District of Ratnapura.
5. Mr. ABDUL RAHEEM MARIKKARGE THAMSEER MARIKKAR, while holding the post of Chairman, Conciliation Board of Hettipola Village area in the Kurunegala District to be a Justice of the Peace for the Judicial District of Kurunegala.
6. Mr. CHANDRASEKERA MUDIYANSELAGE TIKIRIBANDA, while holding the post of Chairman, Conciliation Board of Mahapothana Korale Village area in the Anuradhapura District to be a Justice of the Peace for the Judicial District of Anuradhapura.
7. Mr. THENNERONE MUDIYANSELAGE BANDAGE SUDDAHAMY JAYAWARDANE, while holding the post of Chairman, Conciliation Board of Kalpe Korale Village area in the Anuradhapura District to be a Justice of the Peace for the Judicial District of Anuradhapura.
8. Mr. LEBUNAHAWAGE ELMIS DE SILVA, while holding the post of Chairman, Conciliation Board of Gomarakadawala Village area, in the Trincomalee District to be a Justice of the Peace for the Judicial District of Trincomalee.

9. Mr. PUNCHIRALAGE VEDARALAGE GUNATILAKE, while holding the post of Chairman, Conciliation Board of Peniketiyawa Village area in the Trincomalee District to be a Justice of the Peace for the Judicial District of Trincomalee.
10. Mr. JAYASEKERA SIRIWARDANE DISSANAYAKE MUDIYANSELAGE SENEVIRATNE, while holding the post of Chairman, Conciliation Board of Panama Village Committee in the Amparai District for Ward Nos. 3, 4, 5, 6 and 7 to be a Justice of the Peace for the Judicial District of Batticaloa.
11. Mr. KINGSLEY WANDURAGALA, while holding the post of Chairman, Conciliation Board of Nathagane Village area in the Kurunegala District to be a Justice of the Peace for the Judicial District of Kurunegala.
12. Mr. S. M. A. SAMARAKONE, while holding the post of Inquirer into Sudden Deaths for Matale Pallesiya Pattu Village Council area, to be a Justice of the Peace for the Judicial District of Matale.
13. Mr. P. M. PREMADASA, while holding the post of Inquirer into Sudden Deaths for Paragahakele, Namaloya Grama Sevaka area, to be a Justice of the Peace for the Judicial District of Batticaloa.
14. Mr. A. M. K. WANNIHAMY, while holding the post of Inquirer into Sudden Deaths for Mangul Meddagandahaya East, to be a Justice of the Peace for the Judicial District of Kurunegala.
15. Mr. M. H. B. KALUBANDA, while holding the post of Inquirer into Sudden Deaths for Ganthiye Korallaya, to be a Justice of the Peace for the Judicial District of Kurunegala.
16. Mr. H. M. HEENBANDA, while holding the post of Inquirer into Sudden Deaths for Nikawagampaha Korallaya, to be a Justice of the Peace for the Judicial District of Kurunegala.
17. Mr. H. B. KELEGAMA, while holding the post of Inquirer into Sudden Deaths for Hathalispaha Basnahira Korallaya, to be a Justice of the Peace for the Judicial District of Kurunegala.
18. Mr. R. M. TIKIRIBANDA, while holding the post of Inquirer into Sudden Deaths for Mangul Basnahira Korallaya, to be a Justice of the Peace for the Judicial District of Kurunegala.
19. Mr. V. V. A. FERNANDO, while holding the post of Inquirer into Sudden Deaths for Puttalam Pattu Division, to be a Justice of the Peace for the Judicial District of Puttalam.

No. 574 of 1973

20. Mr. M. RASALINGAM, while holding the post of Inquirer into Sudden Deaths for Udappu Andimunai Division, to be a Justice of the Peace for the Judicial District of Puttalam.
21. Mr. M. A. M. SHAFI, while holding the post of Inquirer into Sudden Deaths for Puttalam City, to be a Justice of the Peace for the Judicial District of Puttalam.
22. Mr. A. H. M. APPUHAMY, while holding the post of Inquirer into Sudden Deaths for Padika Pattu Korallaya area, to be a Justice of the Peace for the Judicial District of Puttalam.
23. Mr. S. WATSON PERERA, while holding the post of Inquirer into Sudden Deaths for Rajakumara Wannu Pattu area, to be a Justice of the Peace for the Judicial District of Puttalam.
24. Mr. A. H. M. PUNCHIBANDA, while holding the post of Inquirer into Sudden Deaths for Karambe Pattu Korallaya area, to be a Justice of the Peace for the Judicial District of Puttalam.
25. Mr. S. M. SELLA MARIKKAR, while holding the post of Inquirer into Sudden Deaths for Ponparippu Pattu area, to be a Justice of the Peace for the Judicial District of Puttalam.
26. Mr. M. L. M. L. M. ABUSALIBU LEBBE, while holding the post of Inquirer into Sudden Deaths for Mampuree area, to be a Justice of the Peace for the Judicial District of Puttalam.
27. Mr. U. B. WANNINAYAKE, while holding the post of Inquirer into Sudden Deaths for Rajawanni Pattu area, to be a Justice of the Peace for the Judicial District of Puttalam.
28. Mr. H. B. NAVARATNE, while holding the post of Inquirer into Sudden Deaths for Perawillee Pattu area, to be a Justice of the Peace for the Judicial District of Puttalam.
29. Mr. S. M. SUNIL BANDARA, while holding the post of Inquirer into Sudden Deaths for Kirimetiya Pattu area, to be a Justice of the Peace for the Judicial District of Puttalam.
30. Mr. B. A. RANAWEEERA, while holding the post of Inquirer into Sudden Deaths for Dambadeni Udukaha Uthuru Korale area to be a Justice of the Peace for the Judicial District of Kurunegala.
31. Mr. H. B. EKANAYAKE, while holding the post of Inquirer into Sudden Deaths for Baladora Korale area, to be a Justice of the Peace for the Judicial District of Kurunegala.
32. Mr. J. H. KARUNARATNE, while holding the post of Inquirer into Sudden Deaths for Yatikaha Dakunu Korale area, to be a Justice of the Peace for the Judicial District of Kurunegala.
33. Mr. E. M. PUNCHIBANDA, while holding the post of Inquirer into Sudden Deaths for Mayurawathie Korale area, to be a Justice of the Peace for the Judicial District of Kurunegala.
34. Mr. I. M. P. B. ABEYSINGHE, while holding the post of Inquirer into Sudden Deaths for Yatikaha Uthuru Korale area, to be a Justice of the Peace for the Judicial District of Kurunegala.
35. Mrs. ANULA DISSANAYAKE DIAS, to be a Justice of the Peace for the Judicial District of Colombo.
36. Mr. M. S. B. FERNANDO, while holding the post of Administrative Officer, Civil, Sri Lanka Air Force Department, to be a Justice of the Peace for the Judicial District of Colombo.
37. Mr. A. D. SIMON, to be a Justice of the Peace for the Judicial District of Kalutara.
38. Mr. D. E. PATHIRAJAH, to be a Justice of the Peace for the Judicial District of Kalutara.
39. Mr. ARLIS KALUGALAARACHCHI, to be a Justice of the Peace for the Judicial District of Kalutara.
40. Mr. SANTHIYAPU DANIEL DE SILVA, to be a Justice of the Peace for the Judicial District of Kandy.
41. Mr. C. E. A. GUNASEKERA, Proctor, to be a Justice of the Peace and Unofficial Magistrate for the Judicial District of Nuwara Eliya.
42. Mr. NANDADASA HEWA BETTAGE, to be a Justice of the Peace for the Judicial District of Matara.

FELIX R. D. BANDARAJAYAKO,  
Minister of Justice.

Ministry of Justice,  
Colombo 12, 07th December, 1973.  
12-533—Gazette No. 90 of 73.12.14

BY virtue of the powers delegated to the Hon. Minister Justice, has under section 120 of the Criminal Procedure Code (Chapter 2) appointed—

No. Pa. 4/HMP 14/8.

- (1) Mr. M. I. R. KARIYAPPAR, to be an Inquirer into Sudden Deaths for Karawahupattu South Division, in the Amparai District, with effect from 10th October, 1973.

No. Pa. 4/HMP 16/27.

- (2) Mr. LANSAKARA JAYASUNDERA MUDIYANSELAGE KAPURU BANDA, to be an Inquirer into Sudden Deaths for Katuwanna Korallaya, in the Kurunegala District, with effect from 6th November, 1973.

No. Pa. 4/HMP 16/28.

- (3) Mr. WIJEKONE MUDIYANSELAGE GUNARATNE, to be an Inquirer into Sudden Deaths for Pahala Wisi Dekka Korallaya, in the Kurunegala District, with effect from 6th November, 1973.

NIHAL JAYAWICKREMA,  
Secretary.

Ministry of Justice,  
Colombo 12, 07th December, 1973.

12-532—Gazette No. 90 of 73.12.14

THE Hon. the Minister of Justice has, under section 120 of the Criminal Procedure Code (Chapter 20), cancelled the appointment of—

No. Pa. 4/HMP 1/22.

- (1) Mr. D. B. APPUHAMY, to be an Inquirer into Sudden Deaths for Sinhala Pattuwa, in the Polonnaruwa District, with immediate effect.
- (2) Mr. I. D. S. FERNANDO, to be an Inquirer into Sudden Deaths for Karadeniya area, in the Galle District with immediate effect.

NIHAL JAYAWICKREMA,  
Secretary.

Ministry of Justice,  
Colombo 12, 07th December, 1973.

12-531—Gazette No. 90 of 73.12.14

No. 575 of 1973

THE following appointments in the Sri Lanka Administrative Service have been made:—

Mr. R. G. GOMEZ, Class I, Grade II of the Sri Lanka Administrative Service to be the Director, Administrative Training, and Principal, Academy of Administrative Studies, with effect from 01.10.1973, until further orders.

Mr. W. J. R. NAWAGAMUWA, Class I, Grade II, of the Sri Lanka Administrative Service to be attached to the Ministry of Health, with effect from 02.10.1973, until further orders.

Mr. W. D. O. TILLAKARATNE, Class II, of the Sri Lanka Administrative Service to be attached to the Ministry of Irrigation, Power & Highways, with effect from 04.09.1973, until further orders.

Mr. P. K. DISSANAYAKE, Class II, of the Sri Lanka Administrative Service to be Deputy Director (Administration), Ministry of Health, with effect from 15.10.1973, until further orders.

Mr. S. R. G. CLINTON, Class III, of the Sri Lanka Administrative Service to be an Assistant Commissioner of National Housing, with effect from 01.10.1973, until further orders.

Mr. T. LANKANESAN, Class III, of the Sri Lanka Administrative Service to be Divisional Revenue Officer, Kinniya, in the Administrative District of Trincomalee with effect from 01.10.1973, until further orders.

Mr. N. VETHARANYA SEYONE, Class III, of the Sri Lanka Administrative Service to be Assistant Government Agent for the Administrative District of Trincomalee to function under the direction of the Government Agent in authority over the said District with effect from 01.10.1973, until further orders.

Mr. V. K. NANAYAKKARA, Class III, of the Sri Lanka Administrative Service to be an Assistant Secretary, Ministry of Plantation Industry, with effect from 10.10.1973, until further orders.

Mr. K. SELVARATNAM, Class III, of the Sri Lanka Administrative Service to be an Assistant Government Agent for the Administrative District of Mannar to function under the direction of the Government Agent in authority over the said District with effect from 01.10.1973, until further orders.

Mrs. P. M. M. ABEYRATNE, Class III, of the Sri Lanka Administrative Service to be attached to the Department of Motor Traffic with effect from 01.10.1973 and to be an Assistant Commissioner of Motor Traffic, with effect from 03.10.1973, until further orders.

P. H. SIRIWARDENE,  
Secretary,  
Ministry of Public Administration,  
Local Government and Home Affairs.

Ministry of Public Administration,  
Local Government & Home Affairs,  
Independence Square,  
Colombo 7, 09th November, 1973.  
12-356—Gazette No. 90 of 73.12.14.

#### No. 576 of 1973

THE following appointments in the Sri Lanka Administrative Service have been made:—

Mr. P. B. WERAGODA, Class III, of the Sri Lanka Administrative Service to be an Assistant Secretary in the Ministry of Cultural Affairs with effect from 23.01.1973, until further orders.

Mr. S. SOMASUNDEERAM, Class III, of the Sri Lanka Administrative Service to be Divisional Revenue Officer, Kerala Pattu, in the Administrative District of Batticaloa with effect from 01.10.1973 until further orders.

Mr. G. S. EDIRIWEERA, Class III, of the Sri Lanka Administrative Service to be Divisional Revenue Officer, Katuwana in the Administrative District of Hambantota with effect from 01.10.1973, until further orders.

Mr. W. RANATUNGA, Class III of the Sri Lanka Administrative Service to be Divisional Revenue Officer, Nawadun Kofalaya, in the Administrative District of Ratnapura, with effect from 01.10.1973, until further orders.

Mr. S. DEMATAPITIYA, Class III, of the Sri Lanka Administrative Service to be Divisional Revenue Officer, Ridigama, in the Administrative District of Kurunegala, with effect from 1.10.1973, until further orders.

Mrs. M. K. M. J. G. M. JAYASIRI, Class III, of the Sri Lanka Administrative Service to be an Assistant Commissioner of Probation and Child Care Services, with effect from 01.10.1973, until further orders.

Mr. G. SERASINGHA, Class III, of the Sri Lanka Administrative Service to be an Assistant Commissioner of Probation and Child Care Service, with effect from 01.10.1973, until further orders.

Miss C. S. GUNARATNE, Class III, of the Sri Lanka Administrative Service to be as Assistant Commissioner for National Housing, with effect from 08.10.1973, until further orders.

Mr. J. M. D. ANDREW JAYAMANNA, Class III, of the Sri Lanka Administrative Service to be Divisional Revenue Officer, Niviti-gala, in the Administrative District of Ratnapura, with effect from 12.10.1973, until further orders.

P. H. SIRIWARDENE,  
Secretary,  
Ministry of Public Administration,  
Local Government and Home Affairs.

Ministry of Public Administration,  
Local Government & Home Affairs,  
Independence Square,  
Colombo 7, November 09, 1973.

12-373—Gazette No. 90 of 73.12.14

#### No. 577 of 1973

THE Minister of Agriculture and Lands has appointed Mr. S. J. Munasinghe, Assistant Surveyor-General to be a Deputy Surveyor-General with effect from August 17, 1973.

A. T. M. SILVA,  
Secretary,

Ministry of Agriculture and Lands,  
Ministry of Agriculture and Lands,  
Colombo 2, November 30, 1973.

12-329—Gazette No. 90 of 73.12.14

## Government Notifications

### THE INLAND REVENUE ACT, No. 4 OF 1963

#### Notice under Section 7A

BY virtue of the powers vested in me by section 7A of the Inland Revenue Act No. 4 of 1963 as amended by the Inland Revenue (Amendment) Law No. 17 of 1972, I, Nanayakkara-pathirage Martin Perera, Minister of Finance, do by this notice declare the undertaking carried on by Global Films

(Ceylon) Ltd., and described in the Schedule hereto be an approved undertaking for the purposes of that section.

Colombo, November 29, 1973.

N. M. PERERA,  
Minister of Finance.

#### SCHEDULE

Undertaking for the production of a film bearing the title "The God King" and based on the story of Sigiriya.

12-353—Gazette No. 90 of 73.12.14

### THE WAGES BOARD ORDINANCE

#### Notification

IT is hereby notified under regulation 30 of the Wages Boards Regulation, 1971, that under section 9 of the Wages Boards Ordinance (Chapter 136), the Minister of Labour has been pleased to appoint Dr. Kamal Karunanayake and Professor, A. D. V. de S. Indraratne to be nominated members of the

Wages Board for the Plumbago Trade, in place of Messrs. S. L. M. Ibrahim and P. B. Ekanayake.

Colombo, 3rd December, 1973.

A. E. GOGERLY MORAGODA,  
Secretary,  
Ministry of Labour.

12-546—Gazette No. 90 of 73.12.14

### THE MOTOR TRAFFIC ACT

#### Regulation

REGULATION for the area comprised within the administrative limits of the Colombo Municipal Council, made by the Minister of Transport, by virtue of the powers vested in him by sections 155 (3) and 237 of the Motor Traffic Act, (Chapter 263) and approved by the National State Assembly.

No person shall during any hour of the day or night sound any warning instrument affixed to or carried in any motor vehicle on that portion of the highway known as Bauldhaloka Mawatha which lies between the two points which are respectively 675 feet Eastwards from its junction with Reid Avenue and 515 feet Westwards from its junction with the eastern end of Stanmore Crescent, such terminal points being indicated by notices, with the words "Silence" conspicuously painted thereon exhibited by order of the Municipal Commissioner, Colombo.

12-404—Gazette No. 90 of 73.12.14

LESLIE GOONEWARDENE,  
Minister of Transport.

Colombo, 21.11.73.

THE MOTOR TRAFFIC ACT

REGULATIONS for the area comprised within the administrative limits of the Galle Municipal Council, made by the Minister of Transport, by virtue of the powers vested in him by sections 143 and 237 of the Motor Traffic Act (Chapter 203) and approved by the National State Assembly.

ලෙස්ලි ගුණවර්ධන,  
 Minister of Transport.

Colombo, 21.11.73.

Regulations

Paras 2 and 3 in Column 1 of the Regulations published in Gazette No. 14,576 of December 05, 1965, are hereby amended as follows:—

- (a) That the portion of Bandaranayaka Mawatha between its junction with Matara Road and its junction with Abdul Wahab Mawatha be declared open for two-way traffic.
- (b) That the portion of Matara Road between its junction with Olcott Mawatha and its junction with Abdul Wahab Mawatha and Main Street be declared open for two-way traffic on Sundays and on all week days after 7 p.m. on each day and till 6 a.m. on the following day; and
- (c) That the portion of Abdul Wahab Mawatha from its junction at Olcott Mawatha up to Bandaranayaka Mawatha be declared open for two-way traffic on Sundays and Public Holidays.

12-403—Gazette No. 90 of 73.12.14

THE MOTOR TRAFFIC ACT

REGULATION for the area comprised within the administrative limits of the Colombo Municipal Council made by the Minister of Transport by virtue of the powers vested in him by sections 155 (3) and 237 of the Motor Traffic Act (Chapter 203), and approved by the National State Assembly:

ලෙස්ලි ගුණවර්ධන,  
 Minister of Transport.

Colombo, 21st November, 1973.

Regulation

No person shall during any hour of the day or night sound any warning instrument affixed to or carried in any motor vehicle on that portion of the highway known as E. W. Perera Mawatha, which lies between the two points which are respectively 40 feet Eastwards, from its junction with Deans Road and 56 feet Westwards from its junction with Maradana Road, such terminal points being indicated by notices, with the words "Silence" conspicuously painted thereon, exhibited by order of the Municipal Commissioner, Colombo.

12-402—Gazette No. 90 of 73.12.14

L. D.—B. 29/53.

THE MOTOR TRAFFIC ACT

REGULATION for the area comprised within the administrative limits of the Colombo Municipal Council made by the Minister of Transport by virtue of the powers vested in him by sections 155 (3) and 237 of the Motor Traffic Act (Chapter 203), and approved by the National State Assembly.

ලෙස්ලි ගුණවර්ධන,  
 Minister of Transport.

Colombo, 21st November, 1973.

Regulation

No person shall during any hour of the day or night sound any warning instrument affixed to or carried in any motor vehicle on that portion of the highway known as Galle Road, which lies between the two terminal points which are respectively, 39 feet Northwards from its junction with International Buddhist Centre Road, and 143 feet Southwards from its junction with St. Lawrence Road, such terminal points being indicated by notices, with the word "Silence" conspicuously pointed therein, exhibited by order of the Municipal Commissioner, Colombo.

12-401—Gazette No. 90 of 73.12.14

L. D.—B. 61/52.

Ref. No. ME/2/R/532/69.

THE MOTOR TRAFFIC ACT

REGULATION for the area comprised within the administrative limits of the Colombo Municipal Council made by the Minister of Transport by virtue of the powers vested in him by sections 143 (1) and 237 of the Motor Traffic Act (Chapter 203), and approved by the National State Assembly.

ලෙස්ලි ගුණවර්ධන,  
 Minister of Transport.

Colombo, 21st November, 1973.

Column

SCHEDULE

Column

I  
 Portion of Highway

II  
 Direction

- |  |   |
|--|---|
| <p>1. Sri Kathiresan Street—The portion which lies between its junction with Andival Street where it abutts on premises No. 8, Andival Street, and its junction with Kayman's Gate abutting on premises No. 3A, Wolfendhal Street and No. 34/5, Sea Street, Kayman's Gate.</p> <p>2. A. G. Hintappuhamy Mawata (Van Rooyan Street)—The portion which lies between its junction with Vivekananda Hill where it abutts on premises No. 34 and 46, Vivekananda Hill and where its junction with New Chetty Street abutting on premises No. 67 and 73, New Chetty Street.</p> <p>3. Penny quick Road—The portion which lies between its junction with Galle Road and its junction with 37th Lane</p> | <p>Kayman's Gate</p> <p>New Chetty Street.</p> <p>37th Lane</p> |
|--|---|

12-400—Gazette No. 90 of 73.12.14

Regulation

Every motor vehicle used on the portion of the highways specified in Column I of the Schedule hereto shall be driven in the direction indicated in the corresponding entry in Column II of that Schedule and when halted on such portion, shall be kept facing that direction only.

Ref. No. ME/2/R2/111/71.

THE MOTOR TRAFFIC ACT

REGULATION for the area comprised within the administrative limits of the Colombo Municipal Council made by the Minister of Transport by virtue of the powers vested in him by sections 155 (3) and 237 of the Motor Traffic Act (Chapter 203) and approved by the National State Assembly.

ලෙස්ලි ගුණවර්ධන,  
 Minister of Transport.

Colombo, 21.11.1973.

Regulation

No person shall during any hour of the day or night sound any warning instrument affixed to or carried in any Motor Vehicle on that portion of the highway known as Sri Kathiresan Street which lies between the two points which are respectively seventy five feet southwards from its junction with Andival Street and seventy five feet northwards from its junction with Kaymans' Gate such terminal points being indicated by notices, with the word "silence" conspicuously painted therein exhibited by order of the Municipal Commissioner, Colombo.

12-399—Gazette No. 90 of 73.12.14

Ref. No. ME/2/R2/23/71.

## THE MOTOR TRAFFIC ACT

REGULATION for the area comprised within the administrative limits of the Colombo Municipal Council, made by the Minister of Transport by virtue of the powers vested in him by sections 155 (3) and 237 of the Motor Traffic Act (Chapter 203), and approved by the National State Assembly.

ලෙස්ලි ගුණවර්ධන,

Minister of Transport.

Colombo, 21st November, 1973.

## Regulation

No person shall during any hour of the day or night sound any warning instrument affixed to or carried in any motor vehicle on that portion of the highway known as Wijerama Mawatha, which lies between the two terminal points which are respectively, 1050 feet southwards from its junction with Bandhaloka Mawatha, and 60 feet southwards from its junction with Gregory's Road, such terminal points being indicated by notices, with the word "Silence" conspicuously painted thereon, exhibited by order of the Municipal Commissioner, Colombo.

12-398—Gazette No. 90 of 73.12.14

L. D.—B. 24/51.

## THE MOTOR TRAFFIC ACT

REGULATION for the area comprised within the administrative limits of the Panadura Urban Council, made by the Minister of Transport by virtue of the powers vested in him by sections 143 (1) and 237 of the Motor Traffic Act (Chapter 203) and approved by the National State Assembly.

LESLIE GOONewardene,  
Minister of Transport.

Colombo, 21st November, 1973.

## Regulation

The regulations published in *Gazette* No. 31 of October 27, 1972, are hereby amended in regulation 1, as follows:—

- (1) by the substitution, for the expression "7 a.m. and 7 p.m.", of the expression "7 a.m. and 6 p.m.";
- (2) in paragraph (a) thereof, by the substitution, for the words "Janapriya Mawatha", of the words "Dr. Simon Goonawardena Mawatha";
- (3) in paragraph (g) thereof, by the insertion at the end of that paragraph, of the words "on Colombo side of the road, on Tuesdays, Thursdays and Saturdays and on Galle side of the road, on Mondays, Wednesdays and Fridays."

12-405—Gazette No. 90 of 73.12.14

No. C/I. 1011.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF  
THE LEGISLATIVE ENACTMENTS OF CEYLON  
(1956 REVISED EDITION)

Order under Section 4 (1)

WHEREAS an industrial dispute in respect of the matter specified in the statement of the Commissioner of Labour which accompanies this Order exists between Sri Lanka Nidahas Welanda Ha Karmika Ayathana Sewaka Sangamaya, 213, Dharmapala Mawatha, Colombo 7 of the one part and Mr. Chin Wan Ting, 98, Chatham Street, Colombo 1, Mrs. Millange Gedera Manel, 29-31, Symonds Road, Colombo 10 and Mrs. D. H. M. Dingirimenika, 44, Union Lane, Colombo 2, former proprietors of Peking Hotel, 255, Dharmapala Mawatha, Colombo 7 of the other part.

Now, therefore, I, Michael Paul de Zoysa Siriwardena, Minister of Labour, do, by virtue of the powers vested in me by section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition), as amended by Acts, Nos. 14 of 1957, 62 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act No. 37 of 1968) hereby appoint Mr. J. G. L. Swaris of No. 18, Pagoda Road, Nugegoda, to be the Arbitrator and refer the aforesaid dispute to him for settlement by arbitration.

M. P. DE Z. SIRIWARDENA,  
Minister of Labour.

Colombo, 22nd November, 1973.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF THE LEGISLATIVE  
ENACTMENTS OF CEYLON  
(1956 REVISED EDITION)

In the matter of an industrial dispute between Sri Lanka Nidahas Welanda Ha Karmika Ayathana Sewaka Sangamaya, 213, Dharmapala Mawatha, Colombo 7 of the one part

and  
Mr. Chin Wan Ting, 98, Chatham Street, Colombo 1, Mrs. Millange Gedera Manel, 29-31, Symonds Road, Colombo 10 and Mrs. D. H. M. Dingirimenika, 44, Union Lane, Colombo 2 former proprietors of Peking Hotel, 255, Dharmapala Mawatha, Colombo 7 of the other part.

## STATEMENT OF MATTER IN DISPUTE

The matter in dispute between the aforesaid parties is whether the termination of employment on closure of Peking Hotel of the following workers who are members of the Sri Lanka Nidahas Welanda Ha Karmika Ayathana Sewaka Sangamaya and who were employed at Peking Hotel by Mr. Chu Wan Ting, Mrs. M. G. Manel and Mrs. D. H. M. Dingirimenika former Proprietors of Peking Hotel, 255, Dharmapala Mawatha, Colombo 7 is justified and to what relief each of them is entitled.

- |                          |                        |
|--------------------------|------------------------|
| 1. T. G. Chandrapala     | 12. K. Piyadasa        |
| 2. D. Richard            | 13. Dinson Samararatna |
| 3. M. G. Dharmasena      | 14. G. K. Wimalatunga  |
| 4. G. D. Wilbert         | 15. Abdul Careem       |
| 5. W. D. Gunapala        | 16. R. A. Rupasinghe   |
| 6. K. P. Admiral         | 17. A. P. Gunasiri     |
| 7. Dharmadasa Dahanayake | 18. S. H. Wijedasa     |
| 8. H. T. Somatilaka      | 19. G. K. Edin         |
| 9. Y. S. Singarayar      | 20. Jinadasa Maitipe   |
| 10. A. G. William Siri   | 21. S. S. Fernando     |
| 11. H. W. Pemadasa       |                        |

Dated at this Office of the Commissioner of Labour, Colombo, this 20th day of November, 1973.

W. L. P. DE MEL,  
Commissioner of Labour.

12-308—Gazette No. 90 of 73.12.14

My No. T7/926/1.

## THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to the Commissioner of Labour by the Arbitrator to whom the industrial disputes which had arisen between the Sri Lanka Nidahas Welanda Ha Karmika Ayathana Sewaka Sangamaya, 213, Dharmapala Mawatha, Colombo 7, and Messrs. Nayagams Limited, Ragama Road, Welisara, Ragama, was deferred by order dated 21st July 1972, under section 4

(1) of the Industrial Disputes Act, Chapter 131, as amended and published in the *Gazette of the Republic of Sri Lanka* No. 20, of 11th August, 1972, for settlement by arbitration is hereby published in terms of Section 18 (1) of the said Act

W. L. P. DE MEL,  
Commissioner of Labour.

Labour Department,  
Labour Secretariat,  
Colombo, 29th November, 1973.



A-1177

In the Matter of an Industrial Dispute  
between

Sri Lanka Nidahas Welanda Ha Karmika Ayathana Sevaka Sangamaya, 213, Dharmapala Mawatha, Colombo 7,  
Messrs. Nayagams Limited, Ragama Road, Welisara, Ragama.

AWARD

The Honourable Minister of Labour has by virtue of the powers vested in him under Section 4 (1) of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (1956 Revised Edition), as amended by Acts Nos. 14 and 62 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act No. 37 of 1968), referred the abovementioned dispute to me for settlement by arbitration—vide Order dated 21st July, 1972.

The matter in dispute between the aforesaid parties is whether the termination of the services of the 27 employees, as per the Schedule appended to the Reference, by the Management of Messrs. Nayagams Limited, Ragama Road, Welisara, Ragama, is justified and to what relief each of them is entitled.

Mr. M. A. Haniffa appeared on behalf of the Sri Lanka Nidahas Welanda Ha Karmika Ayathana Sevaka Sangamaya; the Respondent Company was represented by Mr. K. Shanmugalingam, Advocate, instructed by Mr. K. Rasanathan, Proctor.

This was a hotly contested case and went on for 30 days of inquiry. The matter in dispute related to 27 different employees, and the case of each was different from the other. This being a matter of unjustifiable termination, the Employer started the case. The principal witness gave evidence on the causes of termination of all the employees. He was ably cross-examined by Mr. Haniffa, the Representative of the Sri Lanka Nidahas Welanda Ha Karmika Ayathana Sevaka Sangamaya, with regard to 7 dismissed employees. The cross-examination was very searching and convinced me beyond any manner of doubt that the dismissal of the 7 employees was unjustified. Thereafter, the principal witness kept away from Court and since there were no other witnesses for the prosecution, I called upon Mr. Haniffa to set out his case as against the others, against whom evidence was given by the Employer, although he was not cross-examined.

The case proceeded thereafter, and the evidence of the employees was to be severely attacked by Mr. Shanmugalingam for the Employer. On the presentation of the case made before me, it transpired that this case would, according to the state of the Court roll and the further cross-examination take at least two years more to conclude. As I stated before, this was principally a mixture of 27 different cases into one. While the dismissals of some of the employees had been unlawful, the case of the others left much room for doubt.

At this stage, I suggested a settlement to Mr. Haniffa. Although he had the whip-hand as regards some he magnanimously suggested very reasonable terms. Taking into consideration the doubtful case of some of the others, he was induced to offer those magnanimous terms, because he fully well realised—

1. the impossibility of the Employer at the present moment in reinstating the employees;

2. the impossibility in the present economic state of the private sector to pay adequate compensation which, in the present circumstances, would have been comparatively heavy. That such an order must have been only on paper impossible to meet.
3. the fact that the money would be available to the employees within a reasonable time;
4. the fact that every single worker involved would be benefited.
5. the fact that all parties would go away satisfied and contented.

I was much impressed by the way Mr. Haniffa had sway over the workers who unanimously consented to accept the terms proposed by him.

Of consent, I order that the employees be paid the amounts set out in the attached Schedule.

I also direct the Respondent Employer to deposit the amounts appearing against the name of each employee in the Schedule referred to above, with the Assistant Commissioner of Labour, Colombo North within three and a half months from today.

The above terms of settlement are, in my opinion fair and reasonable, and I make award, accordingly.

J. G. L. SWARIS,  
Arbitrator.

Dated at Colombo,  
This Twenty Second Day of November, 1973.

SCHEDULE OF PAYMENT

Name	Total Amount Payable			
	Rs.	c.	Rs.	c.
1. Ranjan Mendis .. .. .	93	20	100	0
2. Mary Theresa J. Fernando .. .. .	379	29	100	0
3. Jacintha Fernando .. .. .	136	96	200	0
4. Lalith De Soya .. .. .	174	98	200	0
5. Magdaline Rodrigo .. .. .	146	86	200	0
6. Sipiliana Perera .. .. .	559	53	100	0
7. Lily Swarnamali .. .. .	85	80	200	0
8. L. J. Quintus Silva .. .. .	2,429	17		
9. K. A. Karunadasa .. .. .	3,075	0		
10. Francis E. Soya .. .. .	637	37		
11. Raymond Paul .. .. .	958	27		
12. Anthony Fernando .. .. .	1,215	76		
13. M. L. A. Dias .. .. .	1,059	67		
14. M. A. Ariyasena .. .. .	429	49		
15. N. Dharmasena .. .. .	204	10		
16. Samson Senanayake .. .. .	548	74		
17. Robert Taylor .. .. .	513	86		
18. W. D. B. Fernando .. .. .	649	06		
19. George Soya .. .. .	869	63		
20. R. A. Kotalawela .. .. .	853	13		
21. Charles Singho .. .. .	415	54		
22. Nelson Bernard .. .. .	118	32		
23. Hemapala Perera .. .. .	411	68		
24. D. M. Perera .. .. .	566	72		
25. G. Gunawardena .. .. .	145	40		
26. J. A. David .. .. .	313	69		
27. K. Martin Silva .. .. .	497	02		

12.318—Gazette No. 90 of 73.12.14

My No. C/I. 126.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the arbitrator to whom the industrial dispute which has arisen between United Workers' Union, 51/17, St. Michael's Road, Colombo 3, and Messrs. Shaw Wallace & Hedges Ltd., 363, Kollupitiya Road, Colombo 3, was referred by order dated 3rd August, 1972, made under section 4 (1) of the Industrial Disputes Act, Chapter 131, as amended and published in the *Gazette of Republic of Sri Lanka* No. 21 of 18th August, 1972, for settlement by arbitration is hereby published in terms of section 18 (1) of the said Act.

W. L. P. DE MEL,  
Commissioner of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 5, 29th November, 1973.

A—1181

In the matter of an industrial dispute  
between

United Workers' Union, 51/17, St. Michael's Road, Colombo 3,  
and  
Messrs. Shaw Wallace & Hedges Ltd., 363, Kollupitiya Road,  
Colombo 3.

Award

The Honourable Minister of Labour has, by virtue of the powers vested in him under section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition), as amended by Acts Nos. 14 of 1957, 62 of 1962 and 39 of 1968 (read with Industrial

Disputes (Special Provisions) Act, No. 37 of 1968), hereby referred the above mentioned industrial dispute to me for settlement by arbitration—vide his order dated 3rd August, 1972.

The matter in dispute, as per the statement of the Commissioner of Labour dated 31st July, 1972, accompanying the Honourable Minister's reference, is whether the termination of employment of Messrs. W. Premasiri and T. H. Jinadasa (members of the United Worker's Union) by the management of Messrs. Shaw Wallace & Hedges Ltd. is justified and to what relief they are entitled.

The inquiry into this dispute commenced on 6.11.72 and was concluded on 25.6.73, after which the parties forwarded to me their written submissions.

The applicant union, i.e. United Workers' Union (hereinafter referred to as the Union), was represented by its General Secretary, Mr. D. S. Mallawarachchi. The respondent company, i.e. Messrs. Shaw Wallace & Hedges Limited (hereinafter referred to as the Company), was represented by Mr. S. R. de Silva, Deputy Secretary, Employers' Federation of Ceylon.

The Company, while admitting the termination of employment of Premasiri and Jinadasa by them, stated that their position was as follows:—

Premasiri and Jinadasa were labourers in the Maintenance Section of the Company which section employed 30 labourers—12 of these had been permanent labourers for sometime earlier, while the balance 18 had been made permanent as the result of an Award made in another case on 31.8.71 and they had, after a long period of strike, resumed work in the Company on a permanent basis from about 8.9.71. Premasiri and Jinadasa, mentioned in the reference, belonged to this latter group of 18.

The 12 labourers mentioned above were engaged by the Company on "special" jobs (i.e. of a skilled nature) while the balance 18 labourers were engaged on "general" (i.e. unskilled) maintenance work. Premasiri and Jinadasa belonged to the latter group of 18. The functions of these 18 labourers were to do general maintenance work in the buildings, premises, bungalows, etc., belonging to the Company and their duties included "sweeping of the roadways of the Company, doing garden work in general and also cleaning of the drains, other than the drains adjacent to the lavatories."

The task of sweeping the roadways and cleaning the drains which were not adjacent to the lavatories had been entrusted from about 1962 to Paulis and Arnolis, who were older in age than the others. Whenever Paulis and Arnolis were not available or if the necessity otherwise arose, it was the practice in the Company to assign their work to someone selected from the group of 18 labourers.

In terms of this practice, the Company ordered Premasiri and Jinadasa on 21.9.71 to sweep the roadways of the Company. Premasiri and Jinadasa refused to do so whereupon the Company issued "show cause" letters on them (R2 and R3). Premasiri and Jinadasa replied that the work they had been ordered to do had never been done by them in the past and that this was not part of their duties whereupon the Company made it clear to them by their letters R5 and R6 that sweeping of the roadways of the premises of the Company was in fact part and parcel of the work in the Maintenance Section and that they should carry out these duties whenever they were called upon to do so in the future.

The Company also sent a letter to the Union (R19) pointing out that sweeping of roads and cleaning of drains (not adjacent to the lavatories) were a part of the duties of workers in the Maintenance Section and that workers in the Maintenance Section should be therefore prepared to perform these duties whenever they are directed to do so.

In the meantime, Paulis and Arnolis who were the special labourers in charge of sweeping the roadways and cleaning the drains etc., retired on 26.4.72.

On 2.5.72, Premasiri and Jinadasa were ordered for the second time by the Company to sweep the roadways of the Company's premises which they refused to do adding that they had been told by their Union that work done by lavatory coolies and labourers specially allotted to do allied work was not a part of their work and that they had been asked not to do such work (R8 and R12). The Company thereupon held an inquiry against Premasiri and Jinadasa, found them guilty of failing to carry out the lawful orders of the Company and terminated their services with effect from 2.5.72.

The Union's position was that the termination of the services of Premasiri and Jinadasa for refusing to sweep the roadways, etc., was unjustified because sweeping of the roadways, etc., even occasionally, was at no time a part of the duties of the general labourers in the Maintenance Section to which section Premasiri and Jinadasa belonged.

The Company, to prove their contention that sweeping the roadways of the Company, etc., whenever the occasion arose, was in fact one of the multifarious duties of the general labourers in the Maintenance Section led the evidence of three witnesses:—

(1) Mr. George (Maintenance Officer);

(2) P. P. Abeywardene (Former Administrative Officer of the Maintenance Section and presently employed at the Bentota Beach Hotel); and

(3) C. Kotalawela (Supervisor, Maintenance Section).

Witness George stated in his evidence that the Maintenance Section of the Company comprising 12 special labourers and 18 general labourers was responsible for maintaining the buildings, premises, equipment, etc., of the Company. He stated that, while the 12 labourers attended to specialised work, the balance 18 had to do all types of general maintenance work including sweeping the roadways, cleaning drains (except drains adjacent to the lavatories), etc. He added that two employees, i.e., Paulis and Arnolis had been assigned the task of sweeping the roadways and cleaning the drains from about 1962, but that, whenever they were not available or if the necessity otherwise arose, the practice in the Company was to assign these duties to one or more of the 18 general labourers. This witness also produced three "Repair Books", i.e., R15, R16 and R17 which had been maintained by the Company and he referred to certain entries concerning various jobs such as cutting of grass, general garden work which had been assigned to certain employees in the group of 18 labourers during the period 11.2.69, up to about the middle of 1972. In particular, he referred to entries bearing numbers 358 and 457 in R15 according to which one Sirisena (one out of the 18) had been assigned work of this nature; he also referred to entry bearing number 813 in R16 according to which certain labourers in this group of 18 had been assigned similar work, and to entry bearing number 362 in R17 according to which one Dudley Fernando (one of the 18) had been again assigned work of a similar nature.

Witness Abeywardene, who was George's predecessor in the Company and who is presently employed at the Bentota Beach Hotel, corroborated the evidence of George that the 18 employees of the Maintenance Section were in his time called upon to do all types of maintenance work except actual conservancy work. He also confirmed that Paulis and Arnolis had been specially assigned the task of sweeping the roadways of the Company etc. for a number of years and that, whenever Paulis and Arnolis were not available or if the need otherwise arose, the task of sweeping the roadways etc. was entrusted to one or more of the 18 general labourers. This witness further confirmed that Sirisena (one out of the 18) referred to in entries numbered 335 and 457 in R15 did go along with him to Bentota and that he in fact did general garden work on those occasions.

Witness Kotalawela, Supervisor of the Maintenance Section and who has been in the employment of the Company for 17 years, also corroborated the evidence of the previous two witnesses and stated that Paulis and Arnolis had, for several years and up to the time they retired, been assigned the task of sweeping the roadways and doing general garden work and that, whenever they were not available or if the necessity otherwise arose, it was the practice in the Company to get one out of the 18 general labourers to attend to their work. He added that, before Paulis and Arnolis, these duties were performed by one Sodalimuttu.

The Union led the evidence of the following five witnesses:—

(1) W. A. Paulis (retired as labourer from the Company on 26.4.72);

(2) W. W. Costa (labourer in the Sales Stores);

(3) H. K. Sirisena (labourer in the Maintenance Section);

(4) W. Premasiri (services terminated from 2.5.72); and

(5) Dudley Fernando (labourer in the Maintenance Section).

Witness Paulis stated in his evidence that he and Arnolis had been sweeping the roadways, cleaning the drains (except the drains adjacent to the lavatories) etc. for about ten years. He stated under cross-examination that, whenever he and Arnolis were not available, he was unable to say who precisely attended to their work.

Witness Costa, who is a labourer in the Sales Stores and is also a committee member of the Branch Union, stated in evidence that the employees in his Section were discriminated against by the Company, as compared with employees belonging to the other Unions in the Company, especially with regard to leave concessions because they were all members of the United Workers' Union. In support of his allegation he produced the Company's leave notices (A 5 to A 11). The Company's explanation on this allegation was that the difference in the holidays as far as the labourers in the Sales Stores were concerned was because different Laws and Agreements were applicable to different categories of employees in the Company.

Witness Sirisena, who is one of the 18 general labourers in the Maintenance Section and is also a member of the Branch Union, admitted that he had accompanied Abeywardene to Bentota but he stated that he did not do any kind of garden work on those occasions as alleged by Abeywardene.

Witness Premasiri, whose services were terminated by the Company on 2.5.72, stated that he had never done any kind of garden work or cleaned drains and that, when he was asked to sweep the roadways of the Company in September 1971, he refused to do this work as he had never done this type of work in the past. He stated that he took up

the same position when he was asked to do this work a second time on 2.5.72 which ultimately resulted in his services being terminated. He added that only Paulis and Arnolis attended to the sweeping of roadways and cleaning of drains (except drains adjacent to lavatories) and that he himself had never done this type of work any time in the past.

Witness Dudley Fernando, who is one of the 18 general labourers in the Maintenance Section, admitted that he had been to Mr Seneviratne's house on two occasions but he stated that on those occasions he did not do any garden work whatsoever and that the entry numbered 352 in R 17 about his doing garden work is totally false!

I have given very careful consideration to all the evidence placed before me and also to the written submissions made by both the Company and the Union, and I am constrained to accept the version of the Company that it was the established practice of the Company to assign the task of sweeping roadways and cleaning drains (other than drains adjacent to lavatories) in the Company's premises to one or more of the 18 general labourers in the Maintenance Section whenever Paulis and Arnolis who had been carrying out these functions regularly from about 1962 were not available or if the necessity otherwise arose. This version, which is given by George in his evidence, is corroborated by witness Kotalawala who has served in the Maintenance Section of the Company for 17 years and more particularly by Abeywardene who is now not in the Company's service but is employed elsewhere and can therefore be considered to be an independent witness having no special obligations at present towards the Company. This version is further corroborated by the entries in R 15 and R 17 to which I have made reference earlier and which have to be accepted as they had been made in the normal course of business.

On the other hand, there is no independent corroborations of the evidence given by the five witnesses for the Union. They

are all either office-bearers or members of the Branch Union, and are all also fellow workers.

I accordingly hold that the refusal by Premasiri and Jinadasa on 2.5.72 to carry out the orders of the Company to sweep the roadways in the Company's premises, despite the previous warnings given to them by the Company by R 5 and R 6 when they refused to carry out a similar order on a previous occasion, is tantamount to a deliberate refusal to carry out a legal and reasonable order of the Company and that the termination of their services by the Company is therefore justified.

I further hold that Premasiri and Jinadasa are not entitled to any relief in this case.

There is another matter to which I must refer and regarding which I find that insufficient evidence has been placed before me in the course of the inquiry, i.e. as to what permanent arrangements the Company has made to carry out the duties performed by Paulis and Arnolis since their retirement on 26.4.72. It has been generally established that it was only on certain occasions, e.g. when Paulis and Arnolis were not available, that one or more of the 18 general labourers in the Maintenance Section had been called upon to sweep the roadways, clean the drains etc. since 1962. This being so, it is necessary that the Company should give careful thought to this matter and ensure that any arrangements it makes to cover the work formerly performed by Paulis and Arnolis are such that they do not place the 18 general labourers in the Maintenance Section in a less advantageous position than they were prior to the retirement of Paulis and Arnolis on 26.4.72.

I make my award accordingly.

A. S. KOBAN WICKREME,  
Arbitrator.

Dated at Colombo this 17th day of November, 1973.

12-328—Gazet No. 90 of 73.12.07

My No. C/I. 1161.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the Arbitrator to whom the Industrial Dispute which has arisen between the Industrial and General Workers' Union (Jaffna Branch), Jaffna of the one part and The Partners: Mr. M. Kailasapillai, Mrs. Yogaratnam Kanagasabapathy, Mr. K. Dharmaratnam, Mrs. Amirtharatnam Thanabalasingham, Mr. M. K. Pancharatnam, and Miss Sujitharatnam Kailasapillai of Maapiyan Industrial Works (Rice Milling), Manipay, Jaffna of the other part was referred under section 3 (1) (d) of the Industrial Disputes Act Chapter 131 as amended for settlement by arbitration is hereby published in terms of section 18 (1) of the said Act.

W. L. P. DE MEL,  
Commissioner of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 5, 30th November, 1973.

A—1140

In the matter of an Industrial Dispute  
between

The Industrial & General Workers' Union (Jaffna Branch),  
Jaffna of the one part

and

The partners: Mr. M. Kailasapillai, Mrs. Yogaratnam Kanagasabapathy, Mr. K. Dharmaratnam, Mrs. Amirtharatnam Thanabalasingham, Mr. M. K. Pancharatnam, and Miss Sujitharatnam Kailasapillai of Maapiyan Industrial Works (Rice Milling), Manipay, Jaffna of the other part.

AWARD

The Commissioner of Labour, by virtue of the powers vested in him by section 3 (1) (d) of the Industrial Disputes Act, Chapter 131, as amended by Industrial Disputes (Amendment) Acts Nos. 14 and 62 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act No. 37 of 1968) has referred the abovementioned dispute to me for settlement by arbitration—vide his Order dated 28th April, 1972.

2. The matter in dispute between the Industrial & General Workers' Union (Jaffna Branch), of the one part and the partners, Mr. M. Kailasapillai, Mrs. Yogaratnam Kanagasabapathy, Mr. K. Dharmaratnam, Mrs. Amirtharatnam Thanabalasingham, Mr. M. K. Pancharatnam, and Miss Sujitharatnam Kailasapillai of Maapiyan Industrial Works (Rice Milling), Manipay, Jaffna of the other part is whether the demand of the above Union that its members who are workers of the Maapiyan Industrial Works, Manipay, should continue to be paid the old rates of wages paid to them before the abolition

of private paddy hulling is justified in the circumstances, and, if so, to what relief they are entitled.

3. The inquiry into this dispute commenced on 27.10.72, continued on 14.2.73, 15.2.73 and concluded on 17.2.73.

4. Mr. A. Vythialingam appeared for the Industrial and General Workers' Union (Jaffna Branch); the Respondent Company was represented by Mr. S. Vallipuram, Proctor S.C. & Notary Public.

5. On receipt of the reference the parties were requested under Regulation 21 to submit a statement of their respective cases.

6. The Union, by its letter dated 11.8.71, raised the following as the matters in dispute:—

1. The refusal of the Employer to continue to pay the workmen the daily rate of wages as was done before the abolition of private paddy hulling.
2. Arising from that bringing undue pressure on the employees Messrs. Saravanai Sinnethamby and Krishnan Kumarasamy to work on contract against their wishes.
3. The discontinuance of Messrs. Saravanai Sinnethamby, Krishnan Kumarasamy, Ramu Thurairajah and Kandiah Selvaratnam.
4. Reducing the average daily wages of all workers.

7. I informed the Union at the start of the proceedings that Items 2 and 3 were beyond the scope of this inquiry, since they had not been specifically referred to me by the Commissioner of Labour. In the course of the inquiry it transpired that 5 workers whose work was terminated had applied to the Labour Tribunal for redress. If any of the above workers in (3) above are among the 5 workers it is not understood why the Union raised the matter before me again.

8. The Respondent, in his undated statement which was received in the Industrial Court on pleaded "reduction in work", etc, as one of the reasons necessitating a reduction in wages, and also added the following reasons:—

"Since the dispute 10 out of 15 workers left our services, and only 5 workers are still working.

"Therefore this Union has no right to represent these workers in this arbitration, as it did not have 40% representation, and the reference is bad in law and they cannot be a party to a dispute if at all."

9. These objections of the Employer should have been taken when the terms of the reference were discussed between the parties and which terms the Employer had accepted at that stage. They cannot be raised as additional issues at the start of the inquiry.

10. In its final submission, the Union stated (paragraphs 7 and 8 of undated statement received in the Industrial Court on 30th April, 1973, that the issues on which the Arbitrator can and has to give a ruling are—

- (a) the wages to be paid to all the employees given in Schedule I for the period from 24th March, 1973 till the date on which the contract work was introduced;
- (b) the wages to be paid to R. Selvarajah from 24th March, 1972, as he had refused to take contract work and is still working on a daily wage; and
- (c) whether the employees should not be paid wages at the old rates.

11. Issue 'C' is clearly the issue that has been referred to me.

The wages to be paid to R. Seevarajah, who is one of the workers included in issue 'C' will get automatically decided in the decision on 'C'. R. Selvarajah is worker No. 8 in the Union's production "A1".

12. Witness Sinnethamby in his evidence said that on 24th March, the Mill started working again, but their wages were reduced and the Employer asked them to work on a contract basis. No evidence was, however, led about the position of R. Selvarajah. It is not therefore possible for me to single him out and refer to him specifically in my award, since his name is not mentioned in the reference.

13. I do not agree that issue 'A' comes within the reference. There is no specific date mentioned, as the date from which I should consider the payment of wages at the old rates, nor is there any date mentioned as the date on which such payment should end. On the reference the date from which I have to consider whether the old rates should be paid is obviously the date from which reduced wages began to be paid. The period for consideration will be the entire period such reduced wages were paid to the workers on the check-roll.

14. In his opening remarks Mr. Vythilingam for the Union raised the question of the non-payment of overtime, E.P.F. and the non-maintenance of records, etc. I pointed out that these matters did not come within the scope of my inquiry, and Mr. Vythilingam stated that he was only giving the particulars as background information and was not raising these issues before me.

15. The Union's only witness was Mr. Sinnethamby who was one of the older workers in the mill and the President of the Branch Union. When he joined he was paid Rs. 5 per day. and by 1971 it had been increased to Rs. 7.50 a day.

16. In cross-examination Mr. Sinnethamby admitted that previously Maapiyan rice had a ready market sale and during that time they were paid annual bonuses.

17. During the time that private milling was possible which was before the Paddy Marketing Board was established the Employer stated he had enough paddy to mill and under the market conditions then prevailing he said he was able to make a fair amount of profit.

18. When the Paddy Marketing Board came into existence two limitations were placed on him which, he said, reduced his earnings. The first was that the Government fixed his quota at 1,020 bags of rice which is approximately 2,040 bags of paddy, "A 5". At the time the Board was created the respondent said that he was able to mill up to 3,000 bags of paddy. The second limitation was payment of 82½ cents per bushel of paddy (parboiled milling). This rate was regarded as low and the Paddy Millers Association protested to the Government and "R1" was produced which is a newspaper report giving an account of the protest of the Association.

19. When the Board was created, all millers were asked to suspend operations under the Paddy Marketing Board Act, and the Respondent gave notice to the workers on 19th January, 1972 (p. 18). Thereafter work was resumed on 24th March, 1972, and the workers were paid the Wages Board rates.

20. "5" is the original of the quota issued by the Board to the Respondent and the conditions under which milling was allowed.

21. After the Paddy Marketing Board came into existence the Respondent analysed the conditions under which he had to work, and he decided that he would not be able to carry on his business profitably. He therefore applied to the Commissioner of Labour under the termination of Employment Act, to close down this Mill. There were conferences held with officers of the Labour Department and the Employees resumed work on 24th March, 1972, and the parties agreed to refer the dispute to me for voluntary arbitration.

22. The claim of the Union is that they should be paid the wages they were paid previously. The Employer's position is that he can only pay with difficulty the Wages Board rates which are Rs. 4.40 per day.

23. Witness Sinnethamby said that in milling a certain amount of work can be done and that it cannot be speeded up or slowed down. This is correct if one looks at the particular quantity of paddy that has to be milled.

For instance, if 100 bags of paddy have to be milled these must remain for a maximum of forty eight hours in the soaking tank "A5". Thereafter it must be either dried in the sun or in the dryer for a specified number of hours; thereafter, it has to be processed through the huller and transported to a store-room and subsequently bagged. Speeding up or slowing down is therefore not possible in this chain of processes.

24. But if the quantity of paddy to be milled is 200 bags then double the amount of rice can be milled, and although speeding up or slowing down will not be possible the return to the Employer will be twice as much. It was the Employer's claim that he was working below capacity. I put searching questions to him when he gave evidence regarding the number of soaking tanks, the extent of the drying floor, number of dryers, hullers, size of the store-room for paddy and the store-room for rice; (pages 36 and 37), and I am satisfied that he has adequate capacity to mill more than the quota issued to him by the Government.

25. Sinnethamby in his examination-in-chief said that some workers were paid E.P.F., while others were not paid—page 7 of the evidence. But in cross-examination he said that E.P.F. was paid from 1962—page 10. Immediately thereafter, he said that he accepted that E.P.F. was paid from 1967—page 10.

Later on his statement was that for some people only E.P.F. was paid from 1967. Obviously, this witness was somewhat hazy about the date when E.P.F. was paid and the people to whom it was paid.

26. Witness Sinnethamby produced "A1" which gives a list of 13 workers and their daily wages are given in Column 6. In Column 5 is given the wages they earned when they joined. In 1971 5 workers were getting Rs. 7.50 per day; 2 workers Rs. 7 per day; one worker Rs. 6 per day; three workers Rs. 5.50 per day and one worker Rs. 5 per day. "A1" was prepared in the Union Office from information supplied by the workers.

27. If the Union's claim is to be allowed it will involve an additional wage payment as follows:—

5 × 3.10 per day	...	15.50 per day
2 × 2.60 per day	...	5.20 per day
1 × 1.60 per day	...	1.60 per day
3 × 1.10 per day	...	3.30 per day
1 × 60 per day	...	60 per day
1 × 10 per day	...	10 per day
		26.30

28. From 24.3.72 to 31.3.72 equals 5 days excluding Sunday, Poya day and Good Friday. From 1st April, 1972 to 31st January, 1973, equals 10 months; at 25 days a month the monthly commitment equals Rs. 657.50. Total for the period is Rs. 6,706.50. The Employer will also have to incur additional liabilities, e.g., extra holiday pay, extra E. P. F. payments, etc.

29. The Union also states that the difference in the wages at the old rates and the rates paid by the Employer during the period under reference is Rs. 27.50 per day (final submissions). My calculation shows that the increase in wages will be Rs. 26.50 per day. Perhaps the Union has made a clerical error. However, I am taking the figure of Rs. 26.30 as the extra wage bill for one day. This is more advantageous to the Union, as the excess wage bill for the period under consideration will be lower than the figure calculated on the Union's figure.

30. The Employer produced on 27th October, 1972, a statement of accounts from 1.4.72 to 31.7.72 (marked "R2"). The further dates of inquiry were: 14.2.73; 15.2.73 and 17.2.73. Since a number of months had elapsed since the first date of inquiry Mr. Vallipuram for the Employer undertook on 15.2.73, to prepare a statement of accounts till the end of October, 1973. Mr. Vythilingam, however, for the Union wished to have a statement of accounts till the end of January, 1973, and this was produced by the respondent (marked "R5"), on 17.2.73 and Mr. Vythilingam was given the right and he cross-examined the respondent on these accounts. Mr. Vallipuram then withdrew the earlier statements of accounts (marked "R3" and "R4"). Although the statement of accounts was made up to the end of January, 1973, at the request of the Union, yet in its final submissions, the Union states that "the statement of accounts produced by the Employer is incomplete".

31. "R5" is a statement of receipts and expenditure for the period of 24.3.72 to 31.1.73. The relevant items of expenditure are given which total Rs. 52,697.46.

The receipts are as follows:—

	Rs.	c.
Amount received from Government	44,289	40
Receipts from sale of bran	7,624	78
Receipts from sale of gunny bags	2,576	40
From Maapiyan Mill	6,385	06
Total	60,875	64
Deduct Expenditure	8,178	18
Balance	52,697	46
Deduct gratuities paid	2,025	00

	Rs. c.
Gross profit ...	6,153 18
Deduct Manager's remuneration ...	1,230 62
	4,922 56

32. "R5" also gives the capital cost of the buildings and machinery, etc., and the amount which the respondent is claiming as depreciation which total Rs. 7,936.39. I have not taken the depreciation figures for the purposes of this Award.

33. At the request of the Union, the respondent produced "R6" which shows the quotas received from 24.3.72 to 7.10.72. Though the Union cross-examined the respondent on this document, it did not question why no quotas were shown after 7.10.72 till 31.3.73. I must, therefore, assume that the Union was satisfied that Government did not issue any quotas during this period.

34. I investigated the position whether work could be done beyond the normal working day of 8 hours either for two or more shifts or regular overtime given so that both the employer and the workers can get more money. In his evidence the respondent said that the working hours were from 8 a.m. to 5 p.m. (page 19) with one hour for interval for lunch. Clause 90 of the contract "A5" reads as follows:—

"No milling or polishing of Departmental paddy issued to millers on hire should be done on week days after 5 p.m. until 8 a.m. on the following day and on Poya days".

The respondent is, therefore, prohibited from working more than 8 hours a day.

35. In cross-examination the respondent said (page 31) that the salaries of the clerks and drivers and tax and electricity bills were included for the period October, 1972 to January, 1973. The receipts are for a period of 7 months and the expenditure on those 4 items is for 10 months. I do not see the clerks' and drivers' salaries reflected in "R5". There was no further cross-examination and the Union was presumably satisfied on these points.

36. The Union cross-examined the respondent on the footing that rice in excess of the percentage required by Government would be retained by the respondent. The answer was that all rice must be returned to Government. This is supported by "A5" which requires that all rice milled must be given to Government but not less than the specified percentage (Clause 8).

37. In his opening remarks, Mr. Vythingam for the Union said that the Union was formed in the latter part of 1971 and in January, 1972, they asked the Employer to consider certain demands about non contributions to the E. P. F., non payment of overtime, etc. The respondent in his evidence stated that somewhere in November, 1971, they received a letter stating that some workmen had joined the Union and to give it his co-operation. One or two weeks later he received a letter where a complaint of non-payment of overtime and E. P. F. contributions was made. He discussed these with his workers and the Union representative and later they were inquired into by the Assistant Commissioner of Labour.

38. The formation of the Union and the creation and intervention of the Paddy Marketing Board coincided about the same time, and the material before me shows the action the Employer took cannot be divorced from his obligations under the Act and therefore it cannot be stated categorically that he was making a deliberate attempt to weaken the strength of the Union as alleged by it in its first statement. The Union's claim is based on the ground that "there is no need for any reduction in their wages and it is bad labour practice to reduce the wages of employees". I would accept that an Employer should not reduce wages unless there are strong compelling reasons for

doing so. Here is the case of an Employer who on his own progressively raised the wages of his workmen above the Wages Board rates when free market conditions prevailed and who applied to the Commissioner of Labour to close down his mill when he found that with the quota issued by the Paddy Marketing Board it was not worth while continuing in business. He has been prevailed upon to continue working the Mill paying the Wages Board rates. In these circumstances the capacity of the employer to pay will be the sole criterion. On this, I find (on the evidence before me) that the employer is unable to pay the workers the wages he paid previously. It would be therefore useful for the Union to consider whether half a loaf is not better than no bread, particularly at a time when there is severe unemployment in the country.

39. The Union also challenged the manner in which depreciation is being claimed. Their position is that there should have been a Depreciation Fund, and expenses on repairs, on maintenance and on replacements should be paid from this fund. The following observations of mine should be regarded as "obiter" since I have not taken into account the figures of depreciation of the employer. But I am making these remarks in the hope that they will be of some value to the parties. To create a Depreciation Fund a certain sum of money should each year be put into that Fund, and this should be utilised for the purchase of new machinery and plant when the life of the old machinery or plant comes to an end. The life of plant and machinery would be a specified number of years. The life span in all cases is not the same and it may vary from five years to twenty-five years or longer; and the percentage allowed for depreciation will accordingly vary. In any case, depreciation is intended to be utilised for replacement. Where money is required for repairs, or maintenance during any year, these are separate items of expenditure which can be met out of current profits and which are allowable for Inland Revenue purposes.

40. There are two statements that deserve comment. Firstly, the statement of the respondent that the reference is bad in law—vide para. 8 above. This is an arbitration accepted by the employer. In his opening remarks the respondent stated that he took a certain line of action "out of an abundance of caution." If the objection to jurisdiction was raised for the same reason, it is, I am afraid, conveying the concept of caution to unreasonable lengths. Secondly, the statement of the Union that the accounts are incomplete (para. 30 above). The statement was for the period requested by the Union at the hearing.

41. If this type of practice where parties flagrantly change their stand becomes widespread, I cannot conceive how civilized society, as we know it, can function without strain. If a statement made or a stand taken at one moment can be repudiated at the next moment, inter relations between human beings will become well-high impossible, trade and commerce cannot be carried on; and, in short, the sphere of voluntary agreements and adjustment between parties will be eliminated, and the sphere of direct orders from some authority will remain and this will necessarily be enlarged. Parties are advised to show greater consistency in their attitude in regard to labour problems which approach will reflect itself in greater respect of their view points.

42. For these reasons I hold that the demand of the Union that its members should continue to be paid the old rates of wages paid to them before the abolition of private paddy hulling is not justified. In view of this finding the further question as to the relief to which they are entitled does not arise.

M. RAJANAYAGAM,  
Arbitrator

Dated at Colombo, this 10th day of October, 1973.  
12-440—Gazette No. 90 of 73.12.14

No. C/1. 854

A—1118

THE INDUSTRIAL DISPUTE ACT, CHAPTER 131

In the matter of an industrial dispute between

THE Award transmitted to me by the arbitration to whom the Industrial Dispute which has arisen between All Ceylon Commercial & Industrial Workers' Union, 457, Union Place, Colombo 2, and Weerakoon Brothers Ltd., 185, Prince of Wales Avenue, Colombo, was referred by order dated 25th January, 1972, made under section 4 (1) of the Industrial Dispute Act, Chapter 131 as amended and published in the Ceylon Government Gazette No. 14,990 of February 3, 1972, for settlement by arbitration is hereby published in terms of Section 18 (1) of the said Act.

All-Ceylon Commercial and Industrial Workers' Union, 457, Union Place, Colombo, and Weerakoon Bros. Limited, 185, Prince of Wales Avenue, Colombo

AWARD

This is an award made under Section 17 (1) of the Industrial Dispute Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition) as amended by Acts Nos. 14 and 62 of 1957 and 4 of 1962.

W. L. P. DE MAL,  
Commissioner of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 5, 02nd December 1973

By his Order dated 25.1.1972, the Honourable Minister of Labour and Employment, by virtue of the powers vested in him by Section 4 (1) of the above Act has referred the above mentioned dispute to this Court for settlement by arbitration.



The matter in dispute is set out as follows:—

"Whether the termination of the services of Messrs. L. David Singho, S. A. Peiris, M. A. Munaff, S. A. Podiappahamy, P. D. Jayaweera and H. N. Heenbanda who are members of the aforesaid Union, by the Management of Weerakoon Bros. Ltd., is justified and to what relief each of them is entitled.

The parties are the All-Ceylon Commercial and Industrial Workers' Union, and the Management of Messrs. Weerakoon Bros. Limited. Advocate Mr. W. E. M. Abeysekera, instructed by Mr. S. Mendis, appears for the Employer and Mr. S. Siriwardene, appears on behalf of the Union.

Weerakoon Bros. are engaged in the motor transport business, a trade, incidentally, which is a "covered employment" under the Wages Board Ordinance. It runs several lorries for the purpose of its business and has a work force of about 80 persons. The Company's Head Office is in Colombo, but it has branch offices at Kandy, Nuwara Eliya and Matale. The offices at Kandy and Matale are manned by a Manager, a Clerk and a Watcher, but that at Nuwara Eliya has no watcher as the Manager resides in the Office, thus dispensing with the need for one. The Company's lorries also ply between Colombo and other stations such as Galle, Trincomalee, Kalutara and Elpitiya, but the Company maintains no offices at those places. The six workers concerned comprise 4 drivers, namely, L. David Singho, S. A. Peiris, M. A. Munaff, S. A. Podiappahamy and two porters, P. D. Jayaweera and H. N. Heenbanda.

It must be noted that, in compliance with the requirements of the Wages Board Ordinance, the Company is obliged to maintain accurate records which are liable to inspection by the offices of the Department of Labour under pain of prosecution and is liable to punishment by fine or imprisonment or both in cases of default.

It would be useful, at this stage, to briefly recount the events that immediately preceded this dispute. It would appear, that on 27.8.1970, the Applicant Union by letter (A1) informed the Management of the formation of a branch Union at the Company. On 19.9.1970, the Union again wrote in stating 12 demands (A2) one of which related to Overtime and Batta. A conference was held at the Office of the Labour & Allied Consultants Services on 12.10.1970, at which both the Managing Director, Mr. Wirasekera, and the Manager Mr. Weerasuriya were present. The notes of conference are produced—R 15. On 28.4.1971, a conference was held at the Department of Labour and continued on 16.6.71 in regard to the question of Overtime for drivers. Thereafter, the Assistant Commissioner of Labour by letter dated 23.6.1971 (R 16) issued a directive to the Management requiring that Time Sheets be maintained in respect of every trip made and that overtime be paid on the basis of the times recorded in them by the drivers in regard to time of commencement, periods of rest and cessation of work. In accordance with this directive the Employer required all drivers and porters to mark the Time Sheets themselves in the appropriate columns. It should be stated that it is the Employer's position that even prior to this directive Time Sheets were in use. It would, however, appear, that old forms obtained during the days when the Company operated a Bus Service were used, and that while some employees did mark the Sheets, others, out of a sense of loyalty left it to the Management to mark them. The requirement that the drivers and the porters should themselves mark the Sheets was not strictly followed. After the directive referred to, the Employer claims to have instructed all drivers and porters to mark the Sheets accordingly and have the entries countersigned by the various Branch Managers. A notice to that effect was posted on the Notice Board (R1).

The Management has charged that these six workmen deliberately and with the full knowledge of the gravity of the matter falsified the Time Sheets and, further, failed to get the authentication of the Branch Manager in relation to the under mentioned trips:—

Worker	Capacity	Date of Trip	Trip	Date of Return.
L. David Singho	Driver	18 71	Colombo-Matale	18 71
S. A. Peiris	Driver	18 71	Colombo-Matale	18 71
M. A. Munaff	Driver	18 71	Colombo-Matale	18 71
S. A. Podiappahamy	Driver	12 8 71	Colombo-Galle	13 8 71
P. G. Jayaweera	Porter	18 71	Colombo-Matale	28 71
H. N. Heenbanda	Porter	18 71	Colombo-Matale	28 71

It would appear, according to the Employer, that the three lorry drivers, David Singho, Peiris and Munaff, with their respective porters, Jayaweera and Heenbanda set off for the Branch Office at Matale on 1.8.1971, leaving the Colombo Head Office Garage at 6 a.m.

The Time Sheets relating to this trip are as follows:—

- R3 (a) in respect of David Singho.
- R5 (a) in respect of Peiris.
- R4 (a) in respect of Munaff.

These Time Sheets state the time of cessation of work on 1st August, as 12 midnight which would indicate a trip of 18 hours, duration which normally, should not have taken according to

the Employer, more than about five hours—no breakdowns reported. The time of starting work on 2nd August and the return trip is given by David, Singho as "0000", by Peiris as ".001" and by Munaff as "0001". It is also pointed out that the time put down by Munaff on 1st August as the time of starting appears to have been altered from "0001" to "6". Driver Podiappahamy left Colombo for Galle on 12.8.1971 at 6 a.m. The time recorded by him as the time of ceasing work at Galle on that day is '12 midnight', indicating a trip of 18 hours duration which should not normally have taken more than three to four hours. The Time Sheet is produced R2a. The time of starting work on the 13th is given as "0001".

The Employer states that these six employees have patently and brazenly falsified the Time Sheets and are guilty of grave misconduct calculated to expose him to prosecution and punishment and jeopardise his interests.

The following show cause notices dated 16.8.1971 were sent to these four drivers and two porters:—

- R8 to David Singho
- R7 to Peiris
- R9 to Munaff
- R10 to Podiappahamy
- R11 to Jayaweera
- R12 to Heenbanda

Each was required to send in his reply on or before 21.8.1971. They sent in their replies dated 18.8.1971—vide R7a, R8a, R9a, R10a, R11a and R12a, maintaining that they had marked the Time Sheets correctly and denying the various charges, four in number, which were as follows:—

1. Falsifying Time Sheets on 1.18.1971.
2. Falsifying Time Sheets on 2.8.1971.
3. Failing to have the entries countersigned by the Officer at the Branch Office.
4. Acting in a manner grossly subversive of discipline and in defiance of authority.

(In the case of drivers David Singho, Peiris and Munaff and porters Heenbanda and Jayaweera) and in the case of Podiappahamy failing to obey orders of the Management that he should not work over and above the stipulated number of hours of work allowed.

The Management, thereupon, by letters sent to them individually (R13a to R13f) terminated their services. No domestic inquiry was held as the Employer says that in the context of this matter none was needed.

On 3.9.71, an undated letter signed by all six workers was received by the Employer (R14) stating that as a result of a conference held on 23.8.1971 at the Department of Labour, they were withdrawing their replies to the show cause notices, and that the reason why they made the entries ".001" was because, as they had ceased work at 12 midnight that meant that they resumed at 1 a.m.; that they regret any inconvenience caused, and asking for reinstatement. According to the Management however it was too late for reinstatement, as by then, new and permanent hands had replaced them. The Employer claims that its action was quite justified. The Union says it was unjustified and harsh.

The oral evidence is voluminous and a number of documents are also in evidence. Mr. J. D. Wirasekera, the Manager, and Mr. S. P. Wickremasinghe, the Manager of the Matale Branch Office gave evidence for the Employer. The four drivers concerned, porter Heenbanda, Mr. S. M. Wijeratne, Labour Officer, Colombo North District Office, and Mr. N. S. Gurusamy, Labour Officer, Jaffna, testified for the Union. I shall deal first with the factual evidence. The entries in regard to the times of commencement and cessation of work on the dates 1st and 2nd August, 1971 and 12th and 13th August, 1971, are clear on the Time Sheets and admit of no dispute. The question arises whether the recording of ".001", ".000" and ".0001" along with the entry "12 M.N." is capable of a reasonable explanation or whether they are, as the Employer claims, nonsensical jargon intended to ridicule and obstruct the Employer and jeopardise his interests.

In this connection, it must be noted that the directive R16 to the Employer to pay overtime was the direct result of agitation by the workers themselves through the Union. In consequence the Management passed certain rules to be complied with by the drivers and porters which were embodied in the notice R1, and, I may straightway say that I have no doubt that these six workers were fully aware of these orders which were clear and specific. It is the case for the Union that when the drivers go to distant places they are exposed to additional expenditure and inconvenience and expected to sleep overnight in and look after the lorries and any goods in them, and that no batta is paid them at all. It is a fact that no batta as such is paid by the Employer, and that this question was taken up with the Department of Labour. It is, however, not disputed by the Union, that the Employer has provided for incidental expenses by an increment of Rs. 40 to the basic salary. It would also appear that in outstations where there are no Branch Offices and drivers have, in an emergency, to stay the night over an additional Rs. 5 is paid to drivers and Rs. 3 to porters.

Before considering the charge of falsification of the Time Sheets, I would like to refer to a few matters relevant to the issue. It would appear from certain Time Sheets produced, for example R4c in respect of Munaff and Jayaweera, and R3d in respect of David Singho, that an entry reading "RA MURA" (night watch), had been made on a few earlier occasions. The Managing Director had sent for these drivers and warned them against extraneous writings of this nature on the Time Sheets. This appears to have occurred in July, and it is a fact that on 23rd July, 1971, the Manager had called up the drivers and shown them how they should mark the Time Sheets according to the different columns.

The offending entries in respect of all six workers, as already pointed out, are "0000", ".001" and ".0001" coupled with the entry "12 M. N." (12 midnight). What is the Union's explanation of these figures? It is simply, that far from being nonsensical they are genuine. The drivers claim that they remained in charge of their lorries and watched them as from the time their actual work as drivers ceased. They claim that these entries indicate round the clock duty, and that they are entitled to overtime on that account. They explain that by the entries ".0001" etc., they meant that they were on duty from the very first second or minute after midnight.

It is their position that they were advised to enter the time in that fashion by one Herath, a clerk of the company who had been dismissed about three months earlier. It is a fact that the Manager does say that earlier there had been a clerk who had attended to the time details for the purpose of calculating overtime. I have no doubt that Herath has been the hand behind the scene. Those entries, by their very nature, in my opinion, are more the concept of other brains than those of these workers. There are certain inconsistencies in the evidence of the workers in relation to these figures. One says they refer to the very first second after midnight, another to the very first minute and another to 1 a.m.

In the letter R14 by which the workers move to withdraw their answer to the show cause letter, they say that by these entries they meant to convey the fact that they started work at 1 a.m. These inconsistencies, however, in my opinion, cannot affect their explanations—nothing really hangs on them. While I have no doubt that entries of this nature, which had never before been made, would have at the time, mystified the Management, yet in the general context, I do not think it should have been mystified for long. The Management claims that they had instructed the drivers not to remain in charge of the lorries after their work was over. They deny this. In the case of Podiappuhamy, there was no watcher at the Galle Brewery Depot. He says that he parked the lorry by the side of the cinema hall and with his porter remained in it overnight on watch. He admits that no work at all was done by him in his capacity as driver from the time he stopped the engine till 7 a.m. but claims that he was, nevertheless, on duty in his employers' interests all that time. The Manager says that the drivers were told that after they came off, they were free to go anywhere, but that, if they wished to, they could sleep in the lorries. Where, however, could Podiappuhamy, for instance, have gone in the circumstances? The Manager was asked whether when a driver remained in the lorry and a theft from it occurred, the driver would not be held responsible and he agreed. Podiappuhamy says he could not take his lorry inside the Depot premises as the entrance was not wide enough. He was cross-examined at great length on this point, but his evidence could not be shaken. I must refer now to the document R18, a letter from the Depot Superintendent, Galle, in reply to a query from the Head Brewer, Ceylon Brewery Limited, Nuwara Eliya. The Superintendent informs the Head Brewer that the Galle Depot entrance is wide enough to admit any lorry, and that no driver had ever complained to him in this respect. The date of the Superintendent's letter is 21st September, 1972, nearly one year after the incident itself and thus a very belated one. The dismissal of these workers occurred on 20th August, 1971. I am afraid this letter suffers in value as a result of its belatedness and cannot be conclusive on the point.

In regard to the Matale trips of 1st August, the letter R6 from the Branch Manager to the company calls for comment. It is dated 12th August, 1971, and informs the Management that the three lorries arrived at the office at 12 noon on 1/8, that the drivers were on duty till 3.30 p.m. and that they left for Colombo at 5 a.m. on the 2nd morning. Mr. Siriwardene points out that, admittedly, there was no system current of sending in reports daily or weekly to the Head Office, that this report was called for 10 days after the incident, and called for, for the purpose of these terminations. In my opinion, this allegation cannot be lightly dismissed. In this connection the Branch Manager says that he got instructions from the Head Office to book off these workers at 3.30 p.m., but that is not borne out by the Manager Mr. Weerasuriya who says he did not give instructions to book them off. I have considered the evidence of the Branch Manager carefully. It is the case for the respondent that the Branch Managers are expected to initial the time sheets. The Union claims that they declined to do so. Significantly enough Mr. Wickremasinghe says he has nothing to do with the time sheets, again, that he is not expected to initial them. Confronted

with the bundle of vouchers R16, purporting to bear his initials, he said he had made a mistake and that he must have signed them by error. He went on to say that he may have signed on instructions from Galle, but that he could not be sure and, finally, that he did not rule out the possibility of having been asked to do so by the Head Office. His evidence was very surprising, to say the least. I fail to understand, in the context of the Management's case, how the Branch Manager could have given such a lamentable display on such an important point, unless on the basis that there is more behind this matter than meets the eye. In this connection, I might say that Mr. Siriwardene could not be afforded an opportunity of cross-examining the witness in regard to the bundle of time sheets—R16—shown him in cross-examination for the first time, as he was entitled to. Regarding these time sheets certain considerations arise. The charge is one of falsification, namely, putting down false entries. It seems to me that these entries, on the face of a quite plausible explanation given by the Union, cannot be dubbed false. They may be regarded as unusual and not easily intelligible to the Management, but not false. Again considering the fact that the workers were agitating for batta and that it was on their own initiative and request that the directive R16 was sent to the Management, the question arises whether these workers would have proceeded to stultify themselves by deliberately making false entries. It would be more reasonable to assume that they were made 'bona fide', although the manner of their making was not, perhaps, all that could be desired. They, no doubt, had been tutored by Herath, and their reaction to the Manager's protest, namely, that that was the only way they knew to do it is not without significance. It has to be again emphasised that these entries were made in the context of negotiations through the medium of the Department of Labour initiated by the workers themselves as members of a trade union. A pointer to the fact that they were clearly acting on instructions from another is afforded by the entry made by Munaff on the time sheet R4a as against the date 1.8.1971, in regard to the time "of commencement of work". He has first put down "0901" and, realising his error written the actual time as '6'—a little too impetuous in putting his lessen into practice.

For the Union, it is claimed that there was no regular night watcher at the Matale Office. The Branch Manager first says that at the time the drivers went off duty at 3.30 p.m. on 1/8, the Watcher Gunawardene was present, then, that he was not present at that time, and that he used to come on duty about 4.30 or 5.00 p.m. Asked again, whether he was present at 3.00 p.m. he was tongue-tied. He says that Gunawardene was employed about the middle of July, 1971, and that before he came there was no night watcher. In the same breath, practically he contradicts himself and says there was one Banda—who, incidentally, appears to have died in April, 1971. He says, again, that Banda was not a watcher but a peon and did not watch. The question arises, therefore, as to who looked after the lorries before Gunawardene came. This Gunawardene also appears to be referred to as Banda, according to the witness. It would certainly have been helpful if Gunawardene had been called as a witness. I am not unmindful of the documents R15a to R15g—receipts for salaries paid to Gunawardene for the period 31.8.1971 to 31.3.72, in which he is designated "Temporary Night Watcher". It will be noticed that the first receipt is dated 31.8.71—the very month of these incidents, a point which is capable of a certain significance. The question remains, what amount of night watching did Gunawardene do? His presence here would have helped to clarify that issue. I am afraid it is not possible to rely on the evidence of the Branch Manager in these circumstances.

At this stage, I would advert to the matter of the letter R16 (undated). Reference is made by all six workers to a conference held at the Department of Labour on 23.8.1971, and it is stated that they are withdrawing their replies to the charges, and that they express regret if the Management felt that they should not have marked the Time Sheets in the manner they did.

This qualified apology is significant in respect of the genuineness of the explanations they have given. Now, it is a fact that such a conference was held, presided over by the witness Mr. Gurusamy, then Labour Officer, Colombo North District Office. At the conference both the Manager and the Managing Director were present. The Union claims that at that conference an agreement was reached whereby the Managing Director agreed to reinstate the workers if an apology was tendered. I have considered the evidence on this aspect of the matter very carefully. The Manager says that the Managing Director agreed to consider the suggestion. It would appear that by letter dated 15.12.71, R20, the Management made representations against the bona fides of Mr. Gurusamy in his conduct of the conference. The Management also claims that Mr. Gurusamy was transferred in consequence. Mr. Gurusamy says that the first he knew of the existence of the complaint, R20, was in Court on the day he gave evidence. I believe him. Mr. Weerasuriya states that Mr. Gurusamy did suggest that the workers be reinstated if they gave an undertaking to mark the Time Sheets clearly in the future. He does say that the Managing Director stated that he had already recruited new workers. I find it difficult to understand if there was a

categorical statement by the Managing Director to the effect that new workers had already been taken in and that reinstatement was therefore out of the question, why the letter of apology should have been sent in at all, and with a request for reinstatement. On a commonsense basis, the conclusion is irresistible that the Union left the conference table satisfied that the matter was practically settled, and that all that remained was for the workers to send in a letter of apology as agreed upon. Mr. Gurusamy states that a definite agreement was arrived at, and in the circumstances I believe him.

In regard to the allegations against him I am satisfied that there is no merit in them. His transfer occurred on 1.1.73, over one year after the letter R20. It would appear that he was only two or three months in Jaffna and was at his own request shifted to the Vocational Training Branch in order to enable him to sit for his Advocate's Final Examination. Further he is obviously speaking the truth when he claims that he has been appointed Assistant Commissioner of Labour, thus securing a promotion. At the moment he is serving his apprenticeship as an Advocate. I have not the least doubt that the allegations against his sense of integrity and impartiality are unjustified, and he leaves this Court without a stain on his character.

Mr. Siriwardene complains that the Managing Director was not called to corroborate the evidence of the Manager on various points.

Mr. Abeysekera stated in the course of the proceedings that he was prepared to tender the Managing Director for cross-examination, if Mr. Siriwardene so desired. I feel that it would have been a far more satisfactory procedure for Mr. Abeysekera to have called him himself. The Managing Director was present in Court practically throughout the proceedings.

The Employer's position is that those workers have misconducted themselves within the meaning of Industrial law. Mr. Abeysekera cites the definition of 'misconduct' as given in the "Shalimar Road Workers' Case."

"An act should be regarded as an act of misconduct if it is inconsistent with the fulfilment of express or implied condition of service, or if it has any bearing on the smooth and efficient running of the work concerned."

In the view that I have taken of the action of these workers and the underlying motive, and not being able to accept the submission that the workers acted in a retaliatory manner, I am unable to hold that they are guilty of misconduct. In my view they had no intention of falsifying the Time Sheets with a view to dishonestly benefiting themselves. I am not prepared to subscribe to the view that these entries put the Employer in a real danger of a prosecution or punishment. If the Employer was of that view, all that he had to do was to immediately bring the matter to the notice of the authorities and that danger could have been obviated. I have considered the submissions of Mr. Abeysekera both on the law and the facts but see no reason to alter my view. There is one other matter I must refer to the fact that no Domestic Inquiry was held. Mr. Abeysekera submitted that none was necessary—that the documents speak for themselves—a case of 'Res Ipsa Loquitur'. In any event, he argues, such an inquiry is not obligatory under our law. However that may be, the fact remains that it has been an almost invariable and a quite salutary practice to give the worker accused of an offence as early a chance as possible to meet the charge and to present his side of the matter before any disciplinary action is taken against him. Instead, here, the Management has played the roles of complainant, accuser and judge—all in one, in a most summary manner, and having found the accused guilty visited on them the severest punishment possible. The fact that the word 'discharged' and not 'dismissed' was used does not alter the situation at all.

In this connection, reference has to be made to letter dated 3.9.71—A4, sent by the management to the six workers in reply to their letter of apology. The management states that if, at the outset, the workers had taken up this attitude they could have been afforded an opportunity at a Domestic Inquiry of defending themselves.

I am afraid that the Management is begging the entire question here. A Domestic Inquiry is a measure indicated by considerations of natural justice, and where one has not been held there is a departure from that very salutary principle.

In arriving at a finding on the question as to the justification or otherwise of the management's action, I may say that I have not been unmindful of the principle that it is not the function of this Tribunal to consider itself as setting in a more or less appellate capacity over the Management's decision. At the same time, I am of the opinion, that there is a good ground for this Tribunal to canvass the correctness of that finding as, in my view, among other considerations, there has been a departure from the principles of natural justice. In the result, on a consideration of the totality of the evidence, I am of the view that the Management's order of termination is not justified.

The question now confronting Court is the nature of the relief that should be granted these workers. The workers ask that they be reinstated with back wages. The order of termination was made on 20th August, 1971. New hands in place of these workers had been taken in already before the 23rd of August, on a permanent basis. The management pleads that it is not therefore possible to reinstate these workers or absorb them into its service, as there are no vacancies. As far as this plea goes there is judicial authority for the proposition that the fact that reinstatement will cause hardship and considerable expense to the Management is no bar to granting such relief. Another important consideration is whether such relief will be conducive towards harmonious relations between the Employer and his Employee.

As an alternative to reinstatement is relief by way of monetary compensation, but the law also recognises relief by way of compensation as being not merely an alternative to reinstatement but as a remedy simpliciter. Having given this question my anxious consideration in the light of the general circumstances of the case, I feel that an order of reinstatement would not be desirable against a background of what, I am constrained to describe, as an uncompromising attitude on the part of the management, and a conviction of unfair treatment in the minds of these workers. I do not think that an order of reinstatement will promote harmonious relations.

I accordingly decide against relief by way of reinstatement, and I am of the opinion that an order for payment of compensation will meet the case.

The relevant position in regard to these workers is as set out below:—

Worker	Age	Date of Joining Company.	Salary at time of Termination per mensem. Rs.
L. David Singho	55	February, 1952	220 0
S. A. Podiappuhamy	34	January, 1958	210 0
M. A. Munaff	30	June, 1966	220 0
S. A. Peiris	43	November, 1948	130 0
P. D. Jayaweera	31	January, 1969	160 0
H. N. Heenbanda	31	February, 1959	100 0

David Singho counts over 20 years' service and Peiris 25 years. Both of them are drivers—a calling requiring physical fitness and mental alertness. In the ordinary course, they cannot expect more than a couple of years more of work in that capacity. The other two drivers are in their early thirties and can count on about 10 to 15 years of work in that capacity. The same would apply to the porters.

In regard to these four workers, the question of finding employment need not, in my opinion, be attended with much difficulty. The problem of unemployment which has been looming large on the economic horizon for quite sometime is, and has been actively engaging the attention of the Government which is adopting every possible measure and expedient in order to alleviate this situation, and towards that end opening up new avenues and tapping all available resources, particularly in regard to agriculture and irrigation. These are two fields which will provide scope for persons of their calling. The evidence does not reveal anything to indicate that the service records of these six workers have been anything but good. I take these factors into consideration in assessing the quantum of compensation.

It is in evidence that although requested to do so by the management, the workers did not call over and collect their wages for the month of August, 1971. They are entitled to receipt of the same.

I accordingly order compensation to be paid to these six workmen as follows:—

1. Driver L. David Singho who counts 21 years service, and who, at the time of termination, was drawing a salary of Rs. 220 per mensem	2,000
2. Driver S. A. Podiappuhamy who counts 15 years service, and who, at the time of termination, was drawing a salary of Rs. 210 per mensem	1,500
3. Driver M. A. Munaff who counts 8 years service, and who, at the time of termination was drawing a salary of Rs. 220 per mensem	1,250
4. Driver S. A. Peiris who counts 25 years service, and who, at the time of termination, was drawing salary of Rs. 130 per mensem	1,700
5. Porter B. G. Jayaweera who counts 5 years service, and who, at the time of termination, was drawing a salary of Rs. 160 per mensem	750
6. Porter H. N. Heenbanda who counts 14 years service, and who, at the time of termination, was drawing a salary of Rs. 100 per mensem	900



In addition I direct that all statutory dues appertaining to these workers be recovered from the Department of Labour.

I further direct that all such monies as indicated above be paid to the workers concerned within 30 days of the publication of this Award in the *Gazette of the Republic of Sri Lanka (Ceylon)*.

I make award accordingly.

G. E. EMERASINGHE,  
Arbitrator.

Dated at Colombo, this 13th day of November, 1973.

12-441-Gazette No. 90 of 73.12.14

My No. T. 23/Co. 601/73.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the arbitrator to whom the Industrial Dispute which has arisen between Mr. R. R. Wijesekera, Katunayake, of the one part and K. M. Shah, 41, 1/9, Baseline Road, Colombo 8, A. N. Moosbhoy, 1, Layards Road, Colombo 5 and N. Moosbhoy, 1, Layards Road, Colombo 5, Partners of Messrs. K. M. Shah and Company, P. O. Box 559, New Consistory Building, Main Street, Colombo 11, of the other part, was referred by order dated 2nd February, 1973, made under Section 4 (1) of the Industrial Disputes Act, Chapter 131, as amended and published in *Gazette of the Republic of Sri Lanka (Ceylon)* No. 47 of February 15, 1973, for settlement by arbitration is hereby published in terms of Section 18 (1) of the said Act.

W. L. P. DE MEL,  
Commissioner of Labour.

Labour Department,  
Labour Secretariat,  
Colombo 5, 29th November, 1973.

No. T. 23/Co. 601/73.

A-1214

In the matter of an Industrial Dispute  
Between

Mr. R. R. Wijesekera, Katunayake, of the one part,  
And

K. M. Shah, 41, 1/9, Baseline Road, Colombo 8,  
A. N. Moosbhoy, 1, Layards Road, Colombo 5 and  
N. Moosbhoy, 1, Layards Road, Colombo 5, Partners  
of Messrs. K. M. Shah & Company, P. O. Box 559,  
Consistory Building, Main Street, Colombo 11, of the  
other part.

AWARD

The Honourable the Minister of Labour has, by virtue of the powers vested in him by Section 4 (1) of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (1956 Revised Edition), as amended by Acts, Nos. 14 of 1957, 62 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act, No. 37 of 1968), and by his Order dated 2nd February, 1973, referred the above-mentioned dispute to me for settlement by arbitration.

The matter in dispute between the parties is (i) whether the termination of the services of Mr. R. R. Wijesekera by the management of Messrs. K. M. Shah & Company is justified and to what relief he is entitled; and (ii) whether Mr. R. R. Wijesekera is entitled to a gratuity for his past services, and if so, what quantum of gratuity should be paid to him.

The inquiry into this dispute commenced on 21.3.73, and after several dates of inquiry was concluded on 8.8.73.

This is a classic case of unscrupulous Employers trying to thwart the course of justice by resorting to various tactics, to prevent an employee of theirs obtaining relief from this Court, which he had asked for in terms of the reference that has been referred to me by the Honourable the Minister of Labour. This was a case heard on several dates, and on no single date did any one of the Partners of this Firm of Employers appear before this Court.

From what was submitted to me from the very outset by the different pleaders who appeared on their behalf, it appears to me that these Employers were ruthlessly blocking the way of the Employee obtaining any redress, in any forum. In the interests of justice, now that the matter in dispute between the two parties has been referred to this Court, it has to bring to a grinding halt the ruthless and unscrupulous career these Employers have adopted to prevent an Employee from obtaining from this Court a just and equitable Order, so far as his grievances are concerned.

On 21.8.73, when this case was taken up for inquiry by this Court for the first time, Mr. Vernon de Livera appeared for the Employer. There was no appearance for the Employee who was present in Court. Mr. Vernon de Livera submitted that the Employee had filed a case in the Labour Tribunal against Mr. K. M. Shah, one of the Partners of the Firm, and that

after a long trial in the labour Tribunal, the President made order in favour of the Employee, Mr. R. R. Wijesekera; and when the time came for the enforcement of the order, a legal objection was taken by the Employers. The objection was that the original application made by the Employee was against Mr. K. M. Shah, and for the purpose of enforcing the order the Partners have been brought by name. It was submitted that the Magistrate on the application for the enforcement of the order in favour of the Employee upheld the objection, and that thereafter the Employee made application again in the Labour Tribunal in Case No. 8/3139. When this application was made the Employers raised the question of prescription; and the Employee's second application to the Labour Tribunal was dismissed by the President of the Labour Tribunal holding that the application had been filed out of time. Mr. de Livera thereafter maintained that this Court cannot go into inquiry, and that the order of the Labour Tribunal President entered herein before operates as "Res Judicata".

The case was then postponed for 27.3.73, noticing the Employee to appear, as the Court considered that it would not be just and fair to make an 'ex parte' order on the legal objection taken by Mr. de Livera, on which date Mr. N. T. S. Kularatne, Advocate, instructed by Mr. Juleep Jayamaha, appeared for the Employee, Mr. R. R. Wijesekera. There was no representation on this date for the Employers, nor was any single Partner of this Firm even present in Court. Mr. N. T. S. Kularatne, Advocate, submitted that the absence of his client on the previous date was due to the fact that he had mistaken the date of inquiry, as he had thought that this date was a date for the statement to be filed by him. The case was then adjourned for the following day. Mr. N. T. S. Kularatne, appeared for the Employee and the Employers were absent; nor were they represented and the Court made order fixing the case for 30.3.73, stating that in the event of the Partners, or their Representatives not turning up for that date, the Court would proceed to hear the case 'ex parte' and make an order; and the Registrar of the Industrial Court was requested to send a copy of the day's proceedings to the Employers by 'Express Post' and the inquiry was adjourned for 30.3.73.

On this date Mr. B. F. Kurukulasuriya appeared on behalf of the Employer. None of the Partners of the Firm of Messrs. Shah & Company was present, Mr. N. T. S. Kularatne, Advocate appeared for the Employee. Mr. Kurukulasuriya stated that Mr. Vernon de Livera who appears as pleader for the Company has been warded in a Nursing Home and moved for a date on personal grounds, to which Mr. Kularatne had no objection; and adjourned Court for 2.4.73, at 1.30 p.m.

On this date, Counsel, Mr. N. T. S. Kularatne, appeared for the Employee and Mr. A. H. M. Hassen appeared for the Employers. He submitted a medical certificate moving for a date on personal grounds, alleging that Mr. Vernon de Livera was still not out of the Nursing Home and that he is still taking treatment. Mr. Kularatne stated that the Employers has agreed to pay 7 guineas as costs for the earlier date 28.3.73, and as he had no objection to a date being given, the Court postponed the inquiry for 31.5.73.

On 31.5.73, Mr. A. H. M. Hassen appeared for Shah & Company, and Mr. Wijesekera (Applicant) was present. This date, too, had unfortunately to be postponed due to the fact that Mr. Vernon de Livera was stated by Mr. Hassen to have been taken to the General Hospital for massage exercises for his treatment; and that he moves for another date of inquiry. Advocate Mr. Kularatne had also written a letter that due to personal reasons he is unable to be present as the inquiry. In the circumstances, I adjourned the inquiry for 6.6.73.

On this date Mr. Kularatne with Mr. Ajid Tillekeratne appeared for Mr. Wijesekera, the Employee. Mr. A. H. M. Hassen appeared for the Employer. He, substantially on this occasion raised the same objection that Mr. de Livera originally had raised, namely, that the matter of the reference before this Court was "Res Judicata". Thereupon, Mr. Kularatne moved for a further date to argue the matter in respect of law on the points raised by Mr. Hassen. Mr. Hassen had no objection. The case was postponed and I fixed the inquiry for 8.6.73.

On this date Mr. Vernon de Livera again appeared for the Employer, and Mr. Kularatne for the Employee; and the question of law involved in this case was argued, as submitted by Mr. de Livera. The argument was continued on 8.6.73. After hearing the contending parties on the question of 'Estoppel' by "Res Judicata" the Court on 18.6.73 made an Interim Order overruling the objection taken by the Representative for the Employer, and made order that it would proceed to inquiry to make an order. The Order was delivered in open Court, and the inquiry was fixed for 24.7.73.

On 10.7.73 Mr. N. T. S. Kularatne, Advocate, appeared for the Employee, instructed by Mr. Juleep Jayamaha. There were no appearances for the Employer, nor any one of the Partners of the Firm of Shah & Company present.

At this stage it appeared to me that it was becoming increasingly clear that not only were these Employers trifling with this Court but also that they were employing tactics to delay the course of justice and harass the Employee. The Court, therefore, proceeded to inquiry 'ex parte'. It would be seen that this Court was justified in making the observations that it has made hereinbefore in this case, because, as it would be seen from the record on 18.7.73, Counsel appearing for the Employee and one Mr. H. C. Wediwardene again appeared for the Employers and stated in Court that the 'ex parte' Order made on the last date be vacated, and he be allowed to participate in the proceedings. Mr. Kularatne had no objection and the Court adjourned till 24.7.73.

On this date there were no Representatives for the Employer; nor were any one of the Partners of Shah & Company present; and for the reasons given in the order made by Court on 24.7.73, the Court refused to grant a further date, and fixed the inquiry for 30.7.73, on which date Mr. A. H. M. Hassen again appeared for the Employers and Mr. Kularatne for the Employee.

Mr. Hassen stated that Mr. K. M. Shah who is the principal Partner of the Firm is not available in Ceylon. He is in India. He has applied for a visa to come to Ceylon, but the visa has not been granted. They were expecting him to return to Ceylon, any day. The other people who have invested money in this business were sleeping Partners. No instructions have been received from them to proceed with the inquiry in this Court; and that Mr. K. M. Shah has all the documents necessary for the case of the Employer, and moved for an adjournment of the day's proceedings for the 8th of August, 1973. Mr. Kularatne objected to the Application. The Court made order on 31.7.73 for the reasons given on 30.7.73, subject to the payment of 25 guineas as costs the case was postponed for 8.8.73, on which date Mr. B. F. Kurukulasuriya again appeared for the Employer, and Counsel, Advocate Mr. N. T. S. Kularatne, for the Employee. Mr. Kurukulasuriya moved for a date to which Mr. Kularatne objected, as the costs ordered on the earlier date by Court had not been paid, as per Order of 30.7.73. The Application for a further date was refused, and Mr. Kularatne led the evidence on behalf of the Employee, Mr. Wijesekera. He produced documents A 1 to A 26.

According to the evidence disclosed by the documents produced and marked Mr. Wijesekera was employed by Photo Cinex Pharmaceuticals Limited on 25.6.52 on a salary of Rs. 350 per month exclusive of allowances.

Document 'A 8' is a copy of a receipt of Mr. Wijesekera for Rs. 850 received from Messrs. K. M. Shah & Company being Rs. 500 per month, Rs. 350 being living allowance and travelling expenses for the month of August, 1953. This would prove that Mr. Wijesekera was first employed by Messrs. K. M. Shah & Company in August, 1953. Five other receipts (vide A9 to A13) are similar receipts for salary payments made to Mr. Wijesekera for the months September to November, 1953 and for January and December, 1954. A22 would show that Mr. Wijesekera was employed by Messrs. K. M. Shah & Company up to 1967, altogether a period of 14 years.

A14 shows that Mr. Wijesekera was appointed as a Senior Medical Propagandist for all products manufactured by Messrs. Chemie Grunenthal GMBH, Germany as from 1.2.61, on an exclusive salary of Rs. 500 per month. The terms and conditions of appointment are shown in A15, the 17th Clause of which was that in the event of normal termination of service one calendar month's notice of such intention was to be given by either party.

By A16 Mr. Wijesekera was informed by Messrs. K. M. Shah & Company that he was given notice of termination of his employment as from 30.4.63, under Clause 17 of A15.

By A17 dated 30.4.63, Mr. Wijesekera was again appointed to the Company from 1.5.63, on a salary of Rs. 700 per month.

By A19 his services were terminated as from 30.9.63.

By A20 of 2.1.66, Mr. Wijesekera was again on a salary of Rs. 500 per month appointed by this same Company, the appointment to be effective 1.1.66, thereby cancelling the earlier appointment.

Again by letter of 29.4.66, marked A21 Mr. Wijesekera's services were terminated on the date of this letter.

By A22 of 30.8.67, by the Company to Mr. Wijesekera, he was informed that his services will not be required, and he was relieved of his duties as from 1.10.67, certain reasons being given by the Company for taking this step.

By letter dated 22.10.67 (marked A23) by the Company to Mr. Wijesekera, the Company had offered him Rs. 3,500 to be paid in instalments of Rs. 500 per month.

In A25 of 19.8.68 after Mr. Wijesekera had corresponded with the Company on the matter of termination among other matters, the Company had accused Mr. Wijesekera of misappropriating Rs. 3,000 of the Company's money. It would appear from this letter that the allegation of misappropriation has been prior to 1960. Paragraph 3 of this letter is very illuminating. This shows a reckless disregard by the Company of all ethics of employer-employee relations and a bulldozing of all known principles of labour recruitment.

When this employee sought relief from the Labour Tribunal for alleged unlawful termination of his services, he was driven by his erstwhile Employer from pillar to post, and even in this Court all conceivable tactics were deployed by them to defeat the ends of justice. This Company appears to me to be one of the numerous Companies of minimal repute tucked away in the backyards of Pettah, the trade emporium of the Island, where dukes and doyens of the underworld with their minions reign supreme.

This is clearly a case where substantial compensation is warranted according to the requirements of justice and equity. From the evidence in the case, it would appear that a raw deal has been given to Mr. Wijesekera who has toiled and moiled for this Company for a period of 14 years and over-burdened with a large family.

The shabby treatment accorded to him by this Company for services rendered is as cavalier as it is unthinkable in this enlightened age of labour and kindred social laws which are geared to promote and foster a human understanding, and a humane approach to the problems that confront and beset the parties in the realm of employer-employee relations. Mr. Wijesekera is 59 years old today. The sun has set for him and in the fast emerging twilight of his life the prospects of getting equivalent employment or any employment at all are very remote and meagre, and now his hopes and aspirations in life are at the lowest ebb.

I hold that the termination of employment of Mr. Wijesekera by Messrs. K. M. Shah & Company is wrongful and unjustified, and I proceed to award compensation to Mr. Wijesekera for the loss of his career.

I Order—

- (a) Mr. A. M. Shah of No. 41, 1/9, Baseline Road, Colombo 8
- (b) Mr. A. N. Moosbhoy, of No. 1, Layards Road, Colombo 5
- (c) Mr. N. Moosbhoy, of No. 1, Layards Road, Colombo 5—Partners of Messrs.

A. M. Shah & Company, P. O. Box 559; New Consistory Building, Main Street, Colombo 11, to jointly and severally pay Mr. R. R. Wijesekera of 'Wijesekera Walauwva', Katunavake, the sum of Rs. 28,500 (Rupees Twenty-Eight Thousand, Five Hundred), as per Schedule below:—

Schedule	Rs.
1. Compensation for loss of career	15,000
2. For the humiliation caused to Mr. Wijesekera by the Company by making an allegation of misappropriation of Rs. 3,000 of the Company's funds, prior to 1960, without even making an attempt to prove it	2,500
3. For pain of mind caused to Mr. Wijesekera by being made to run the gamut of inquiries in four forums, including this Court	2,500
4. Being expenses likely to have been incurred by Mr. Wijesekera at the said inquiries	1,500
5. Being gratuity at the rate of one month's salary for each year of service for the 14 years on the basis of Rs. 500 per mensem, i.e.	7,000
	28,500

I make award accordingly.

The aforesaid amount should be deposited with the Assistant Commissioner of Labour, Colombo North, within 30 days of the publication of the award in the *Gazette of the Republic of Sri Lanka*.

In the event of the aforesaid amounts not being paid within 30 days the said Partners of the Firm will be further liable, jointly and severally, to pay a penalty of Rs. 20 per day for each day the payment is delayed after the one month's time allowed for payment and the penalty if recovered will go to the State coffers as State costs of this case.

G. W. EDIRIWIARA,  
Arbitrator.

Dated at Colombo, this thirty-first day of October, 1973.

My No. C/I. 19.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the arbitrator to whom the Industrial Dispute which has arisen between United Engineering Workers' Union, 123, Union Place, Colombo 2 and Messrs. Walker Industries (Ceylon) Ltd., P. O. Box 166, Colombo, was referred by order dated 17th November, 1970 made under section 4 (1) of the Industrial Disputes Act, Chapter 131 as amended and published in the *Government Gazette* No. 14,934 of 27th November, 1970, for settlement by arbitration is hereby published in terms of section 18 (1) of the said Act.

W. L. P. DE MEL,  
Commissioner of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 5, 30th November, 1973.

No. C/I. 19.

A-939

In the matter of an Industrial Dispute  
between

United Engineering Workers' Union, 123, Union Place,  
Colombo 2,  
and

Messrs. Walker Industries (Ceylon) Ltd.,  
P. O. Box 116, Colombo.

Award

The Minister of Labour, by virtue of the powers vested in him by section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon, Revised Edition 1956, as amended by (Amendment) Acts Nos. 14 and 62 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special

Provisions) Act, No. 37 of 1968) by His Order dated 17th November, 1970, referred to me for settlement by arbitration the dispute between the abovenamed parties, as to whether the following demands of the United Engineering Workers' Union made on behalf of its members employed at Messrs. Walker Industries (Ceylon) Ltd. are justified and to what relief the said members of the Union are entitled.

- (i) Payment of a shift allowance of Rs. 2 per day per worker for working in the 2nd and 3rd shifts.
- (ii) Payment of uniform allowance in lieu of such uniforms to each worker.
- (iii) Payment of 2 months' gross wages as annual bonus to each worker.

After some dates of inquiry the Union agreed to drop the demand (iii) for a bonus.

After careful consideration of all the evidence placed before me and submissions made, I feel that demands (i) and (ii) are justified. I therefore make Award that—

- (i) payment of a shift allowance of Rs. 2 per day per worker for working in the 2nd and 3rd shifts be made by the abovenamed Company to the workers as from 1st of January, 1971.
- (ii) payment of a uniform allowance of Rs. 25 per worker be made by the Company to the workers in lieu of supply of actual uniforms as from the 1st of January, 1971.

I further order that all arrears arising from this Award be paid by the Company to the workers concerned within a month from the date of publication of this Award in the *Gazette of the Republic of Sri Lanka*.

ANANDA JAYASINGHE,  
Arbitrator.

Dated at Colombo, this 21st day of November, 1973.

12-392—Gazette No. 90 of 73.12.14

NOTIFICATION UNDER SECTION 20 (9) OF THE  
FISHERIES ORDINANCE (CAP. 212)

Koggala Fishing dispute

THE report of A. D. J. Gunawardena, Esq., who was appointed by the Minister of Fisheries to inquire and report on the above fishing dispute is hereby published in terms of Section 20 (9) of the Fisheries Ordinance (Cap. 212) for public information.

2. Any person who affected by this fishing dispute or any matter relating to connected with or arising from the fishing dispute and who desires to make representations on any matter dealt with in this report may do so in writing to the Minister of Fisheries before the expiration of one month from the date of publication of this notification in the *Gazette*.

E. G. GOONEWARDENE,  
Secretary,  
Ministry of Fisheries.

Colombo, 4th December, 1973.

KOGGALA FISHING DISPUTE

REPORT

This dispute has been referred to me for Public Inquiry and report by the Minister of Fisheries in terms of Section 20 (1) of the Fisheries Ordinance.

There are two parties to this dispute. One of the parties (briefly referred to as the first party) are the permanent residents of the village of Koggala and they and their ancestors have been fishing for generations in these thotupolas. The other party in the dispute (briefly referred to as the second party) are also at present inhabitants of the same village Koggala. They had come to Koggala in the early 1950s and both they and the members of the first party are residing in a colony consisting of allotments of land given to them by the Government. They too depend on fishing as their chief means of livelihood.

The members of the first party were living on their own allotments which were acquired by the authorities during the last world war. As a result of this acquisition they had to leave their homes and live elsewhere. However, after the conclusion of the war and in the early 1950s, they were given back their lands and became residents of Koggala once again. The members of the second party too who had hitherto lived

in another village called Kataluwa were also given allotments of land. Thereafter and at present both parties are living in one and the same colony at Koggala and both have to depend on fishing for their livelihood.

According to the Terms of Reference there are three fishing harbours, namely—

- (1) Moderahilla thotupola,
- (2) Maranduwela thotupola,
- (3) Andana thotupola.

The first party disclaimed all rights to fish in Andana thotupola and at the inquiry both the parties restricted their claims to Moderahilla and Maranduwela above mentioned.

Complaints and counter-complaints had been made during a long period and the intervention of the Fisheries Department and other officials became necessary. In the meanwhile, a tentative arrangements had been suggested by the Government Agent of the Galle District and parties have been fishing in terms of the said agreement. This was in 1969. In the same year, the first party had made representations to the Director of Fisheries and this Inquiry is the result of the steps taken by the Fisheries Department to have the longstanding dispute between these parties settled.

Almost at the commencement of the Inquiry, the disputing parties agreed to have their dispute amicably settled. A full and frank discussion between the two parties took place at the inquiry. The first party alone was represented by counsel, namely, Mr. Raja Abeywickrema. I am glad to note that the parties themselves realised the benefit of a settlement which would avoid future friction and which would be conducive to their future well-being. These Terms of Settlement have been drafted and signed before me by representatives of the second party. The representatives of the first party have not come before me today. The Terms of Settlement so signed is marked X and filed of record.

The Fisheries Inspector of the area, Mr. K. Don Michael, also rendered valuable assistance in making suggestions as regards the settlement referred to. I must publicly express my thanks to both Mr. Raja Abeywickrema and Mr. Don Michael for their valuable help.

I make the following recommendations:—

- (1) Andana thotupola does not fall within the scope of this inquiry.

(2) This inquiry is confined only to—

- (1) Moderahilla thotupola, and
- (2) Maranduwela thotupola.

(3) Both the parties should use the stilts (posts) presently standing in the said two thotupolas and the present system of fishing to continue.

(4) Both the parties will have the right to have the present number increased to a maximum of seventy (70) stilts (posts).

(5) The increase in stilts (posts) to be equally divided between the two parties.

(6) Any additional stilts (posts) to be fixed at the above thotupolas will have to be done under orders and with the sanction of the local Fisheries Inspector and any decision by him as regard the fixing will be entirely at his discretion and both parties will be bound by his decision.

Fisheries Office,  
Weligama, 18th August, 1973.

The above Order was read over and interpreted into Sinhalese and explained to the parties present.

Weligama, 18th August, 1973.  
12-419—Gazette No. 90 of 73.12.14

A. D. J. GUNAWARDENA,  
Commissioner,  
Koggala Fishing Dispute.

A. D. J. GUNAWARDENA,  
Commissioner,  
Koggala Fishing Dispute.

My No. T. 23/CO 300/71.

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the arbitrator to whom the Industrial Dispute which has arisen between Mr. Jayalingam, 53/29, Torrington Avenue, Colombo 7 and Brooke Bond (Ceylon) Limited, 200, Union Place, P. O. Box 107, Colombo 2, was referred by order dated 21st March, 1971 made under section 4 (1) of the Industrial Disputes Act, Chapter 131 as amended and published in *Government Gazette* No. 14,952 of 1st April, 1971, for settlement by arbitration is hereby published in terms of section 18 (1) of the said Act.

W. L. P. DE MEL,  
Commissioner of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 5, 3rd December, 1973.

A-1009

No. T. 23/CO./300/71.

In the Matter of an Industrial Dispute  
between

Mr. T. Jayalingam,  
53/29, Torrington Avenue,  
Colombo 7,

and

Brooke Bond (Ceylon) Limited,  
200, Union Place,  
P. O. Box 107, Colombo 2.

#### Award

The Hon'ble Minister of Labour, by virtue of the powers vested in him by section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition), as amended by Acts, Nos. 14 of 1957, 62 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act, No. 37 of 1968) has referred to me the following matters in dispute between the aforesaid parties for settlement by arbitration:—

1. Whether the performance of and contribution made by the workman in respect of his function and duties were satisfactory or not;
2. Whether reasonable grounds exist for the employer to lose confidence in the workmen; and
3. Whether the proposed demotion from the position of Deputy Chairman to that of an ordinary Director is justified or not.

I am happy to state that the parties have settled their differences and the status quo has been restored. In the circumstances, there is no industrial dispute and I make no Award. No costs is awarded against either party.

N. EDIRISINGHE,  
Arbitrator.

Dated at Colombo, this 28th day of August, 1971.

2-573—Gazette No. 90 of 73.12.14

#### NOTIFICATION UNDER SECTION 20 (9) OF THE FISHERIES ORDINANCE (CAP. 212)

Kalamulla Fishing dispute

THE report of J. G. L. Suwaris, Esq., who was appointed by the Minister of Fisheries to inquire and report on the above fishing dispute is hereby published in terms of Section 20 (9) of the Fisheries Ordinance (Cap. 212) for public information.

2. Any person who is affected by this fishing dispute or any matter relating to connected with or arising from the fishing dispute and who desires to make representations on any matter dealt with in this report may do so in writing to the Minister of Fisheries before the expiration of one month from the date of publication of this notification in the *Gazette*.

E. G. GOONEWARDENE,  
Secretary,

Colombo, 4th December, 1973.

Ministry of Fisheries.

#### KALAMULLA FISHING DISPUTE INQUIRY REPORT

THIS matter coming up for inquiry at the Fisheries Office, Kalutara. After protracted contest, it ended in an amicable settlement.

The reference made to me has been under Section 20 subsection 3 of the Fisheries Ordinance, Chapter 212 in respect of a fishing dispute at Kalamulla and Katukurunda regarding madel fishing between M. Benedict Silva and M. O. P. Gunatilleke and the group of fishermen organised under them on the one hand and another group of madel fishermen organised under Mr. Clement Dias of Katukurunda, Kalutara, on the other, in regard to their respective rights of madel fishing in the territorial waters of the madel fishing area lying between the villages of Kalamulla and Katukurunda in the Kalutara District.

The terms of reference area as follows:—

- (i) The groups of madel fishermen organised under Mr. Benedict Silva and Mr. M. O. P. Gunatillake while claiming traditional fishing rights in the aforesaid portion of territorial waters object to the rights claimed by the other group of madel fishermen organised under Mr.

Clement Dias, on the ground that the latter group does not have or has not exercised any customary right to carry on madel fishing operations in the aforesaid portion of territorial waters.

- (ii) The group of madel fishermen organised under Mr. Clement Dias while averring that they have acquired a right to do madel fishing in the aforesaid portion of territorial waters with the purchase of a madel boat and nets from Mrs. Catherine Mary Perera of Kalamulla who had exercised madel fishing rights thereat claim that such madel fishing operations are essential for their livelihood.

The complainant Clement Dias and his son Benedict Dias and the group of fishermen organised by them admit as follows:—

- (i) That the waraya called Seenikkara waraya also called Kalamulla waraya, which is the subject of the present dispute, has been to his knowledge used exclusively by the people of the Salagama community of Kalamulla from time immemorial and the right to madel fishing therein exclusively belongs to the Salagama community of Kalamulla.
- (ii) That he nor any other person of any other community (including the Karawa community) have any right to fish in the said waraya.

In view of this admission Clement Dias and the group of fishermen organised under him including his son Benedict Dias withdraw their claims to fish in the said waraya and accept the fact that Benedict Silva and M. O. P. Gunatillake alone presently have the right to fish therein and consent to a recommendation being made to the Honourable the Minister of Fisheries in those terms.

Parties present to this settlement are Benedict Silva, M. O. P. Gunatillake only on the side of the respondent and Clement Dias only on the side of the petitioner.

I recommend to the Honourable Minister accordingly.

J. G. L. SWARIS,  
Commissioner,  
Kalamulla Fishing Dispute Inquiry.

17th November, 1973.

12-418—Gazette No. 90 of 73.12.14



## UNIVERSITY FUND

	Rs.	c.		Rs.	c.
Balance transferred to Balance sheet ..	976,104	02	Balance to 01.10.71 ..	919,391	88
			<i>Last year excess provision :</i>		
			Rural development and small Industries ..	1,001	56
			Auditor-General (Fees) ..	1,100	0
				2,101	56
			<i>1968/69 Capital expenditure not recorded in the Balance sheet :</i>		
			Electrical Equipment ..	54,610	58
	976,104	02		976,104	02

## INCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31ST DECEMBER, 1972

	Rs.	c.	Rs.	c.	Rs.	c.
<i>Salaries :</i>						
Staff and Minor Employees ..	130,855	0			Government Grant ..	475,000
External Lec. and Instruc. ..	17,394	53			Donations for Student maintain	1,566
			148,249	53	House Rent ..	1,500
Overtime ..				2,060	Sivpasa Don. ..	305
Allowance to Chairman D.M. ..				11,250	Sundry Inco. ..	435
Allowance to members of M. ..				6,875	Interest on fixed Deposi. ..	79,716
<i>Travelling and Subsistence :</i>						
Mandala ..	6,377	30				
External Lecturers ..	5,354	80				
Staff and Minor Employees ..	3,716	85				
			15,448	95		
<i>Travelling :</i>						
Bikkhu Lecturers ..	17,245	40				
Students ..	8,971	92				
			26,217	32		
Stationery Prin. and Advt. ..				14,561		
Postage, Telegraph and Telep. ..				3,013		
Sivpasa ..				80,980		
Electricity ..				23,469		
Repairs and Maintain to Buil. ..				1,580		
Repairs to Bun. No. 2 ..				3,402		
Repairs and Maintain to Vehi. ..				17,439		
Audit Fees ..				2,000		
Bank Charges ..				499		
Dhoby Charges ..				423		
Daily News papers and Magazine ..				1,012		
Medical Aid ..				5,922		
Employees Uniforms ..				1,431		
Equipment Maintenance ..				838		
B.S.D.P. Garden Maintain ..				335		
Expenditure over Income of C.B. ..				5,102		
Sundry Expenses ..				1,084		
Income over Expenditure ..				185,324		
				558,523		96

N. T. K. G. SENADEERA,  
Secretary.

J. M. A. JAYASEKARA,  
Accountant.

Buddha Sravaka Dharmapithaya,  
Anuradhapura.

BUDDHA SRAVAKA DHARMAPITHAYA—ANURADHAPURA  
Fixed Assets Depreciation Schedule—1971/72

		1		2		3		4		5		6		7		8		9		10
		Value as		71/72		Balance		01.10.72		71/72		31.12.72		71/72		71/72		31.12.71		31.12.71
		01.10.71		Dis- posal				Depreci. Total		Depreci.		Depreci. Total		Net Value		Add. in year		Value after Depreci.		Value before Depreci.
		Rs. c.		Rs. c.		Rs. c.		Rs. c.		Rs. c.		Rs. c.		Rs. c.		Rs. c.		Rs. c.		Rs. c.
<i>University :</i>																				
Furniture 5%		83,652	89	—		83,652	89	7,085	69	4,785	45	11,871	14	71,781	75	15,091	50	86,873	25	98,744
Electrical Equ. 5%		64,989	17	—		64,989	17	5,843	46	3,696	61	9,540	07	55,449	10	1,019	38	56,468	48	66,008
Office Equ. 5%		9,314	61	—		9,314	61	797	61	532	31	1,329	92	7,984	69	1,464	0	9,448	69	10,778
Misce. Equ. 5%		13,365	97	78	42	13,287	55	870	90	776	04	1,646	94	11,640	61	2,238	60	13,879	21	15,526
Library Books —		45,399	39	—		45,399	39	—		—		—		45,399	39	9,931	34	55,330	73	55,330
Vehicles 10%		45,926	58	—		45,926	58	3,100	71	5,353	24	8,453	95	37,472	63	—		37,472	63	45,926
		262,648	61	78	42	262,570	19	17,698	37	15,143	65	32,842	02	229,728	17	29,744	82	259,472	99	292,315
<i>Circuit Bungalow :</i>																				
Furniture 5%		7,765	63	—		7,765	63	675	52	443	14	1,118	66	6,646	97	—		6,646	97	7,765
Misce. Equ. 5%		2,451	87	—		2,451	87	239	05	138	30	377	35	2,074	52	—		2,074	52	2,451
		10,217	50	—	—	10,217	50	914	57	581	44	1,496	01	8,721	49	—	—	8,721	49	10,217
<b>Total</b>		272,866	11	78	42	272,787	69	18,612	94	15,725	09	34,338	03	238,449	66	29,744	82	268,194	48	302,532

## BUDDHA SRAVAKA DHARMAPITHAYA—EMPLOYEES PROVIDENT FUND

## Income and Expenditure Account for the year ended 31st December, 1972

	Rs.	c.		Rs.	c.
Interest credited to the members A/c. ..			Interest on Bank of Ceylon deposits ..	810	79
Balance ..				55	48
				866	27

**BUDDHA SRAVAKA DHARMAPITHAYA E.P.F.**

Balance sheet as at 31st December, 1972

		01.10.71	1971/72				
		Rs.	c.	Rs.	c.	Rs.	c.
<i>Contributions :</i>						<i>Deposits :</i>	
University ..	..	8,943	17..	8,119	82	Bank of Ceylon, A'pura Savings A/c... 28,428 77	
Members ..	..	5,962	04..	5,413	15		
		14,905	21..	13,532	97		
<i>Less payments during the year</i>		60	91..	1,210	05		
		14,844	30	12,322	92		
				27,167	22		
Interest credited to the Members A/c. 2.5%	..			1,133	20		
Profit (Balance interest)	..			128	35		
				28,428	77	28,428	77

Buddha Sravaka Dharmapithaya,  
Anuradhapura.

N. T. K. G. SENADEERA,  
Secretary.

J. M. A. JAYASEKARA,  
Accountant.

12-331—Gazette No. 90 of 73.12.14

### Miscellaneous Departmental Notices

**TERRITORIAL CIVIL ENGINEERING ORGANISATION  
NORTH-CENTRAL REGION**

**Closure of Road to Vehicular Traffic**

IT is hereby notified for the information of all road users and the general public that the Puttalam-Trincomalee road from 43½ mile to 45th mile will be closed to all classes of vehicular

traffic with effect from 15.12.73 until further notice. All are advised to use the Puttalam-Trincomalee deviation road as an alternate route.

G. S. WICKREMASINGHE,  
Director of Works, N.C.R.

Anuradhapura, 4.12.1973.  
12-483—Gazette No. 90 of 73.12.14

My No. AC/GM/74

**RENEWAL OF GUN LICENCES—1974**

Matara District

IT is hereby notified for the information of the General Public that the renewal of gun licences and the issue of new licences in the Matara District, will be done by the Divisional Revenue Officers/and Divisional Assistant Government Agents of the respective divisions during the period December 1, 1973 to March 31, 1974. All applications should therefore be made to the officers concerned.

No applications for renewal will be accepted at the Matara Kachcheri during this period.

2. It is also hereby notified that every gun in respect of which an application for renewal is made, should be available for the inspection of the respective Divisional Officers and Divisional Assistant Government Agents.

3. The public are also informed that all licences to possess firearms expire at the end of 1973 and should be renewed for 1974, not later than 31st December, 1973, at the Office of the Divisional Revenue Officers and Divisional Assistant Government Agents concerned. All applications for renewal received from 1st January, 1974, will be subject to a fine equivalent to the licence fee.

4. Prosecutions will be entered in respect of all licences which have not been renewed by 31st March, 1974.

WEERAKONDA ARACHCHI LAL WIJAYAPALA,  
Government Agent and Licensing Authority  
for Matara District.

The Kachcheri,  
Matara, 28th November, 1973.

12-304—Gazette No. 90 of 73.12.14

CLOSURE OF LIQUIDATION PROCEEDINGS OF  
CO-OPERATIVE SOCIETIES

The Co-operative Societies Ordinance (Cap. 124)

IN terms of section 52 (2) of the Co-operative Societies Ordinance, notice is hereby given of the closing of a liquidation of each of the undermentioned societies on the date noted against such name:—

Name of Society	Date of Closure	Name of Society	Date of Closure
1. Kattukulampattu Co-operative Stores Union Limited ...	73.09.01	40. Kehel Aththawela Co-operative Stores Society Limited ...	73.09.18
2. Bambaragama Co-operative Stores Society Limited ...	73.09.02	41. Kommathurai Co-operative Stores Society Limited ...	73.09.20
3. Palaly East Co-operative Stores Society Limited ...	73.09.10	42. Puthukudiyiruppu Pathirakalammal Visvakarma Co-operative Industrial Society Limited ...	73.09.20
4. Mullaitivu Carpenters Industrial Co-operative Society Limited ...	73.09.10	43. Navatkudah Carpenters Co-operative Society Limited ...	73.09.20
5. Maviddapuram Centre Co-operative Credit Society Limited ...	73.09.10	44. Uduvil South Co-operative Credit Society Limited ...	73.09.20
6. Murasumodai Nithianantha Co-operative Credit Society Unlimited ...	73.09.13	45. Lanka Cottage Industries Co-operative Societies Union Limited ...	73.09.21
7. Ambakamam Mavillupillaiyar Co-operative Credit Society Unlimited ...	73.09.13	46. Rabbegamuwa Co-operative Credit Society Limited ...	73.09.22
8. Mirissankotuwa Co-operative Stores Society Limited ...	73.09.14	47. Owlana Co-operative Stores Society Limited ...	73.09.22
9. Heraliyawa Co-operative Credit Society Limited ...	73.09.14	48. Ihala Puliymkulam Co-operative Stores Society Limited ...	73.09.22
10. Waikkala Co-operative Stores Society Limited ...	73.09.14	49. Ambekka Co-operative Thrift and Credit Society Unlimited ...	73.09.22
11. Mabile Co-operative Stores Society Limited ...	73.09.14	50. Agalawatte Co-operative Thrift and Credit Society Limited ...	73.09.22
12. Lanka Grantha Prekasana Co-operative Society Limited ...	73.09.14	51. Vatharawattai Co-operative Credit Society Limited ...	73.09.22
13. Karagampitiya Multi-Purpose Co-operative Society Limited ...	73.09.14	52. Andaradeniya Co-operative Stores Society Limited ...	73.09.24
14. Magamma East Co-operative Stores Society Limited ...	73.09.14	53. Muthugala Co-operative Stores Society Limited ...	73.09.24
15. Honnonthara Multi-Purpose Co-operative Society Limited ...	73.09.14	54. Dehiwala Multi-Purpose Co-operative Society Limited ...	73.09.24
16. Galagama Co-operative Stores Society Limited ...	73.09.14	55. Moratumulla Co-operative Credit Society Limited ...	73.09.24
17. Nagoda Miththana Co-operative Thrift and Credit Society Unlimited ...	73.09.14	56. Denagama Co-operative Agricultural Productions and Sales Society Limited ...	73.09.24
18. Wickramakande Young Farmers Co-operative Agricultural Society Limited ...	73.09.14	57. Matara Gangabodapattu Nilwala Co-operative Agricultural Production and Sales Society Limited ...	73.09.24
19. Kudagama Co-operative Credit Society Limited ...	73.09.14	58. Baduwatugoda Multi-Purpose Co-operative Society Limited ...	73.09.24
20. Mediliya Co-operative Stores Society Limited ...	73.09.14	59. Middenigoda Co-operative Thrift and Credit Society Unlimited ...	73.09.24
21. Ihala Kalugala Co-operative Stores Society Limited ...	73.09.14	60. Gurudeniya Kirinnetiya Multi-Purpose Co-operative Society Limited ...	73.09.24
22. Alapalawa Co-operative Stores Society Limited ...	73.09.14	61. Pattipola Ambewela Multi-Purpose Co-operative Society Limited ...	73.09.25
23. Hingula Co-operative Thrift and Credit Society Unlimited ...	73.09.14	62. Kadadora Women's Co-operative Savings Society Unlimited ...	73.09.25
24. Kahawandala Multi-Purpose Co-operative Society Limited ...	73.09.14	63. Thaldwa Multi-Purpose Co-operative Society Limited ...	73.09.25
25. Moronthota Godigamuwa Multi-Purpose Co-operative Society Limited ...	73.09.14	64. Mathanai Co-operative Stores Society Limited ...	73.09.25
26. Kegalla District Co-operative Agricultural Production and Sales Societies Union Limited ...	73.09.14	65. Henepola Co-operative Thrift and Credit Society Unlimited ...	73.09.25
27. Beligala Ranwala Multi-Purpose Co-operative Society Limited ...	73.09.14	66. Kottukachchiya Co-operative Stores Society Limited ...	73.09.25
28. Hewadiwela Co-operative Credit Society Limited ...	73.09.14	67. Andimunai Multi-Purpose Co-operative Society Limited ...	73.09.25
29. Divulankadawala Co-operative Thrift and Credit Society Unlimited ...	73.09.14	68. Vasavilan North-Central Co-operative Credit Society Limited ...	73.09.25
30. Danwila Young Farmers Co-operative Agricultural Society Limited ...	73.09.14	69. Vasavilan South-West Co-operative Credit Society Limited ...	73.09.25
31. Melsiripura Co-operative Stores Society Limited ...	73.09.14	70. Hathamune Multi-Purpose Co-operative Society Limited ...	73.09.27
32. Kandepalpalata Co-operative Stores Society Limited ...	73.09.14	71. Nalawalana Multi-Purpose Co-operative Society Limited ...	73.09.28
33. Parana Minneriya Co-operative Thrift and Credit Society Unlimited ...	73.09.14	72. Kuda Kattiyawa Track 6 Co-operative Thrift and Credit Society Unlimited ...	73.09.28
34. Hiniduma Meegahahena Motor Service Co-operative Society Limited ...	73.09.15	73. Adampane Co-operative Thrift and Credit Society Unlimited ...	73.09.28
35. Pihibiyagollewe Co-operative Stores Society Limited ...	73.09.15	74. Maheswary Co-operative Fishing Society Limited ...	73.09.29
36. Kandapola Co-operative Agricultural Productions and Sales Society Limited ...	73.09.15	75. Premachandra Co-operative Fishing Society Limited ...	73.09.29
37. Bogahawila Co-operative Thrift and Credit Society Unlimited ...	73.09.15	76. Meesalai South Palaiyadi Vinayagar Co-operative Fishing Society Limited ...	73.09.29
38. Kurundankulam Co-operative Stores Society Limited ...	73.09.15	77. Mahiladitivu Palashanmuga Co-operative Stores Society Limited ...	73.09.29
39. Udalalatha Gangapahala Korale Co-operative Agricultural Productions and Sales Society Limited ...	73.09.18	78. Munaikadu Balachandra Co-operative Stores Society Limited ...	73.09.29
		79. Kurukkalmadam Co-operative Stores Society Limited ...	73.09.29
		80. Karainagar Thoppukadu Coir Worker's Co-operative Society Limited ...	73.09.29
		81. Madukottan Arawe Multi-Purpose Co-operative Society Limited ...	73.09.29



Name of Society	Date of Closure	Name of Society	Date of Closure
82. Wilaoya Co-operative Thrift and Credit Society Unlimited ...	73.09.29	90. Unawatuna Boatmen's Co-operative Thrift and Credit Society Limited ...	73.09.29
83. Serankada Co-operative Stores Society Limited	73.09.29	91. Mussandapotha Women's Co-operative Thrift and Credit Society Limited ...	73.09.29
84. Pelwehera Co-operative Stores Society Limited	73.09.29	92. Kelanipura Multi-purpose Co-operative Society Limited ...	73.09.30
85. Ekneligoda Gemunu Young Farmers Co-operative Agricultural Society Limited ...	73.09.29	93. Katugahahena Multi-purpose Co-operative Society Limited ...	73.09.30
86. Thapassarawatte Co-operative Credit Society Unlimited ...	73.09.29		
87. Keenagahawila Co-operative Credit Society Unlimited ...	73.09.29		
88. Ibulgoda Co-operative Thrift and Credit Society Limited ...	73.09.29		
89. Ethkandura Co-operative Stores Society Limited ...	73.09.29		

R. B. RAJAGURU,  
Commissioner of Co-operative  
Development and Registrar of Co-operative Societies.  
Co-operative Department,  
P. O. Box 419,  
Duke Street,  
Colombo, 21st November, 1973.  
12-360—Gazette No. 90 of 73.12.14

CLOSURE OF LIQUIDATION PROCEEDINGS  
OF CO-OPERATIVE SOCIETIES

Co-operative Societies (Special Provisions) Act,  
No. 35 of 1970

IN terms of section 9 (2) of the Co-operative Societies (Special Provisions) Act, No. 35 of 1970, notice is hereby given of the closing of the undermentioned societies on the date noted against such name.

Name of Society	Date of Closure
1. Ratmalkaduwa Carpentry Co-operative Society Limited ...	73.09.14
2. Miriyagalla Co-operative Poultry Society Ltd.	73.09.14
3. Salpita Korale Co-operative Credit Societies Union Limited ...	73.09.14
4. Drama and Music School Welfare Co-operative Society Limited ...	73.09.14
5. Galle Court Workers Co-operative Thrift and Credit Society Limited ...	73.09.15
6. Hiyare Young Farmers Co-operative Agricultural Society Limited ...	73.09.15
7. Palugamam Maha Vidyalaya Co-operative Supply and Thrift Society Limited ...	73.09.20
8. Puthukudiyiruppu Co-operative Goat Farming Society Limited ...	73.09.20
9. Pannicharkerny Ganeshananda Co-operative Credit Society Limited ...	73.09.20
10. Kattankudy Division 1 Jinnah Women's Co-operative Credit Society Unlimited ...	73.09.20
11. Vankalai Fishermen's Co-operative productions and Sales Society Limited ...	73.09.20

Name of Society	Date of Closure
12. Unnichchai Colonists Co-operative Stores Society Limited ...	73.09.20
13. Muthuwal Cottage Industrial Co-operative Society Limited ...	73.09.24
14. Pinnalande Young Farmers Co-operative Agricultural Society Limited ...	73.09.24
15. Kottawa Peruwe Co-operative Agricultural Production and Sales Society Limited ...	73.09.24
16. Walahapitiya Women's Co-operative Society Limited ...	73.09.25
17. Galle Women's Co-operative Society Limited	73.09.29
18. Colombo District South Co-operative Agricultural Productions and Sales Union Limited ...	73.09.29
19. Batticaloa Co-operative Officers Co-operative Welfare Society Limited ...	73.09.29
20. Kattankudy Islamiya Young Farmers Co-operative Agricultural Society Limited ...	73.09.29
21. Thampalakamam West No. VIII Co-operative Credit Society Unlimited ...	73.09.29
22. Hasamiya Co-operative Agricultural Society Limited ...	73.09.30

R. B. RAJAGURU,  
Commissioner of Co-operative  
Development and Registrar of Co-operative Societies.  
Co-operative Department,  
P. O. Box 419, Duke Street,  
Colombo 1, 1973.11.21.  
12-361—Gazette No. 90 of 73.12.14

DEPARTMENT OF COMMODITY PURCHASE

Notice of Small Holders of Rubber

IT is hereby notified for the information of the small holders of rubber that all Rubber Purchasing Depots of the Department of Commodity Purchase will be closed on 1st and 2nd of January,

1974, on account of annual stock verification.

M. C. C. FERNANDO,  
Commissioner of Commodity Purchase.  
Department of Commodity Purchase,  
5th Floor, Y. M. B. A. Building,  
Colombo 1, 14th December, 1973.  
12-362—Gazette No. 90 of 73.12.14

ALLOCATION OF LAND ON A 3 YEAR LEASE FOR  
CHENA REFORESTATION WITH TEAK AND OTHER  
FOREST SPECIES BY THE FOREST DEPARTMENT  
FOR THE YEAR 1974

REFERENCE notification under the above heading appearing in the *Government Gazette* of 26th October, 1973. The forest areas available for reforestation within the Polonnaruwa district in 1974 will be from the Anaolundawa P. R. (1,000 acres) and not from the Gal Oya P.R. and Ambagaswewa O.C.F. as stated in the earlier notice. Applications for reforestation areas from the Anaolundawa P.R. should be made to the Divisional Forest Officer, N.C.D. Trincomalee. Applications that have already been made for allocation of land from the Gal Oya and Ambagaswewa forests will also be considered for allocation from the Anaolundawa P.R.

2. The following additional areas within the Anuradhapura District will also be made available for reforestation in 1974:—  
Padaviya F.R. ... 100 acres  
Kahalla F.R. ... 200 acres  
Issinbessawewa F.R. ... 125 acres

Applications for reforestation from these areas should also be made to the D.F.O., N.C.D., Trincomalee before 15th January, 1974. Prospective applicants are requested to refer to the earlier notice (in the *Government Gazette* of 26th October, 1973) for full details.

L. C. A. DE S. WIJESINGHE,  
for Conservator of Forests  
Office of the Conservator of Forests,  
P. O. Box 509,  
Colombo 2.  
12-420—Gazette No. 90 of 73.12.14

## TERRITORIAL CIVIL ENGINEERING ORGANISATION

Region: Western District: Kalutara Division: Panadura

## INTERRUPTION TO TRAFFIC

*Reconstruction of Bridge 6/2—Waskaduwa-Bandaragama Road*

IT is hereby notified for the information of the general public that the above road is closed at Bridge 6/2 until further notice till the redecking of bridge is completed.

The alternative route for Vehicles from Bandaragama to Moranthuduwa will be Bandaragama-Panadura-Wadduwa-Moranthuduwa road.

B. C. H. MENDIS,  
 for Director of Works, W. R.

Office of the Director of Works,  
 Western Region,  
 Coniston Place,  
 Colombo 7, December, 1973.

12-414—Gazette No. 90 of 73.12.14

## “Excise Ordinance” Notices

## AMENDMENT TO TODDY RENT SALE CONDITIONS FOR 1974 AND SUBSEQUENT PERIODS

BY virtue of the powers vested in me by section 19 of the Excise Ordinance (Chapter 52), I, Herat Banda Wijekoon, Excise Commissioner, do hereby direct with the approval of the Minister of Finance, that the Toddy Rent Sale Conditions for 1974 and Subsequent Periods published in the Gazette No. 85 of November 09, 1973, be amended in Special Condition No. 3 by the addition of the following condition as sub-condition No. 4.

“Tender forms for tenders for the exclusive privileges of selling Toddy by retail in the Taverns in the Jaffna District will be issued only to Registered Toddy Production and Sales Co-operative Societies of the Jaffna District.”

H. B. WIJEKON,  
 Excise Commissioner.

Colombo 1, December 08, 1973.

12-437—Gazette No. 90 of 73.12.14

**IMPORTANT NOTICE REGARDING PUBLICATION OF GAZETTE**

THE Weekly issue of the *Gazette of the Republic of Sri Lanka (Ceylon)* is normally published on Fridays. If a Friday happens to be a Public Holiday the *Gazette* is published on the working day immediately preceding the Friday. Thus the last date specified for the receipt of notices for publication in the *Gazette* also varies depending on the incidence of public holidays in the week concerned.

The Schedule below shows the dates of publication and the latest time by which notices should be received for publication in the respective weekly *Gazette*. All notices received out of times specified below will not be published. Such notices will be returned to the sender by post for necessary amendment and return if publication is desired in a subsequent issue of the *Gazette*. It will be in the interest of all concerned if those desirous of ensuring the timely publication of notices in the *Gazette* make it a point to see that sufficient time is allowed for postal transmission of notices to the Government Press.

The Government Printer does not accept payments of subscriptions for the Government *Gazette*. Payments should be made direct to the Superintendent, Government Publications Bureau, P. O. Box 500, Secretariat, Colombo 1.

*Note.*—Payments for inserting Notices in the *Gazette of the Republic of Sri Lanka (Ceylon)* will be received by the Government Printer and not by the Superintendent, Government Publications Bureau.

**Schedule**

1973

Month	Date of Publication	Last Date and Time of Acceptance of Notices for Publication in the Gazette
DECEMBER	Friday .. 07.12.73	.. 12.00 noon Friday .. 30.11.73
	Friday .. 14.12.73	.. 12.00 noon Friday .. 07.12.73
	Friday .. 21.12.73	.. 12.00 noon Friday .. 14.12.73
	Friday .. 28.12.73	.. 12.00 noon Friday .. 21.12.73

L. W. P. PEIRIS,  
 Government Printer

Department of Government Printing.  
 Colombo, August 18, 1973.