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PART I: SECTION (I)—GENERAL

(Separate paging is given to each language of every Part in order that it may be filed separately)

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Appointments, &c., by the President

No. 48 of 1975

No. D. 17/Bect.

ARMY—REGULAR FORCE—APPOINTMENT AND RELINQUISHMENT OF APPOINTMENT APPROVED BY HIS EXCELLENCY THE PRESIDENT

Relinquishment of Appointment

THE under-mentioned officer relinquished the appointment of Recruiting Officer, under Section 13 (1) of the Army Act (Cap. 357), with effect from April 01, 1974:—

Captain G. ANGAMMANA, G.W.

APPOINTMENT

The under-mentioned officer to be Recruiting Officer, under Section 13 (1) of the Army Act (Cap. 357), with effect from April 01, 1974:

Captain S. D. PEIRIS, G.W.

By His Excellency's command,

W. T. JAYASINGHE,
Secretary,
Ministry of Defence and Foreign Affairs.

Colombo, January 17, 1974.

1-939—Gazette No. 149 of 75.01.31

Other Appointments, &c.,

No. 49 of 1975

Pa. 4/1/25/93/72 (Va.)

Pa. 4/1/138/74 (Va.)

Pa. 4/1/37/144/73 (Va.)

Pa. 4/1/4/75.

Pa. 4/1/24/74 (Va.)

Pa. 4/1/23/75 (Va.)

Pa. 4/1/44/74 (Va.)

Pa. 4/1/115/75.

Pa. 4/1/91/75.

Pa. 4/2/1.

Pa. 4/1/134/74 (Va.)

Pa. 4/2/15.

GAZETTE NOTIFICATION

I, Felix Reginald Dias Bandaranaike, Minister of Justice by virtue of powers vested in me by section 37 of the Administration of Justice Law, No. 44 of 1973 do hereby appoint:

(1) Mr. SEYD MOHAMED MOULANA SEYD AHAMED MOULANA, to be a Justice of the peace for the Judicial Division of Kalmunai.

- (2) Mrs. G. K. AMARAWATHIE, to be a Justice of the Peace for the Judicial Division of Ratnapura.
- (3) Mr. NAVARATNE RADAGE SIMON, to be a Justice of the Peace for the Judicial Division of Ratnapura.
- (4) Mr. W. ROBO SINGHO, to be a Justice of the Peace for the Judicial Division of Avissawella.
- (5) Mr. D. D. HEMAPALA, to be a Justice of the Peace for the Judicial Division of Avissawella.
- (6) Mr. R. A. SENARATNE, to be a Justice of the Peace for the Judicial Division of Avissawella.
- (7) Mr. MOHAMED MUHTFAR, to be a Justice of the Peace for the Judicial Division of Theldeniya.
- (8) Mr. KURUPPU ARATCHCHILAGE KUSALHAMY, to be a Justice of the Peace for the Judicial Division of Amparai.
- (9) Mr. IBRAHIM MOHAMED SAHEED, to be a Justice of the Peace for the Judicial Division of Mawanella.

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, 1972.

L. W. P. PEIRIS,
Government Printer.

- (10) Mr. HERATH MUDIYANSELAGE AMERASEKERA BANDARA, to be a Justice of the Peace for the Judicial Division of Avisawella.
- (11) Mr. B. G. ALBERT, to be a Justice of the Peace for the Judicial Division of Colombo.
- (12) Mr. NORIS KORALAGE, to be a Justice of the Peace for the Judicial Division of Homagama.
- (13) Mr. BULATHSINHALAGE EDMON PERERA, to be a Justice of the Peace for the Judicial Division of Homagama.
- (14) Mr. GAMAMEDAGE DON ABHAYASIRI KARUNARATNE, to be a Justice of the Peace for the Judicial Division of Anuradhapura.
- (15) Mr. GUNADASA AMARASEKERA, while holding the post of Acting Office Assistant, Ministry of Justice, to be a Justice of the Peace for all the Judicial Divisions in the Island.
- (16) Mr. K. MADAMPAGE, while holding the post of Inquirer for Rathgama area (including the Grama Sevaka's Divisions of Pitiwella, Kendala, Kadurupe, Boossa, Roopiwala, Galkeminawa, Maha Hegoda, Rathgama, Hegoda, Gammeddagoda, Katudampe, Imbulamawadawa and Karavegoda) in the District of Galle, to be a Justice of the Peace for the Judicial Division of Galle.

FELIX R. DIAS BANDARANAIKE,
Minister of Justice.

Ministry of Justice,
Colombo 12, 23rd January, 1975.
1-942/1—Gazette No. 149 of 75.01.31

No. 50 of 1975

GAZETTE NOTIFICATION

I, Felix Reginald Dias Bandaranaike, Minister of Justice, by virtue of powers vested in me by section 68 of the Administration of Justice Law, No. 44 of 1973 do hereby appoint :—

Pa. 4/HMP/7/27.

- (1) Mr. K. MADAMPAGE, to be an Inquirer for Rathgama area, (including the Grama Sevaka's Divisions of Pitiwella, Kendala, Kadurupe, Boossa, Roopiwala, Galkeminawa, Maha Hegoda, Rathgama, Hegoda, Gammeddagoda, Katudampe, Imbulamawadawa and Karavegoda) in the Galle District.

FELIX R. DIAS BANDARANAIKE,
Minister of Justice.

Ministry of Justice,
Colombo 12, 23rd January, 1975.
1-942/2—Gazette No. 149 of 75.01.31

GAZETTE NOTIFICATION

I, Felix Reginald Dias Bandaranaike, Minister of Justice, by virtue of powers vested in me by section 68 of the Administration of Justice Law, No. 44 of 1973 do hereby cancel the following appointments with immediate effect:—

Pa. 4/HMP 1/22.

- (1) The appointment of Mr. R. M. P. RAJAPAKSHE, as an Inquirer for Northern Othara area, in the Puttalam District.

- (2) The appointment of Mr. W. K. L. B. NANDADASA, as an Additional Inquirer for Galle Urban Council Limits, in the Galle District.

FELIX R. DIAS BANDARANAIKE,
Minister of Justice.

Ministry of Justice,
Colombo 12, 23rd January, 1975.
1-942/3—Gazette No. 149 of 75.01.31

No. 51 of 1975

No. E/P14/1/46 (ii).

THE Minister of Defence and Foreign Affairs has ordered the following appointment:—

- Mr. G. JAYASINGHE, Superintendent of Police, Grade 1, to act as a Deputy Inspector-General of Police, with effect from August 27, 1974.

W. T. JAYASINGHE,
Secretary,
Ministry of Defence and Foreign Affairs.

Colombo 1, January 16, 1975.
1-850—Gazette No. 149 of 75.01.31

No. 52 of 1975

No. D. 251/Rect/2 (i).

SRI LANKA NAVY—OFFICERS' CONFIRMATIONS
To be Lieutenant with effect from November, 01, 1973—
Acting Lieutenant T. M. Z. HASSEN, S.L.N.

W. T. JAYASINGHE,
Secretary,
Ministry of Defence and Foreign Affairs.

Colombo, January 17, 1975.
1-926/3—Gazette No. 149 of 75.01.31

No. 53 of 1975

No. D. 252/Rect/2.

SRI LANKA AIR FORCE—PROMOTION
To be Flight Lieutenant with effect from 11th July, 1974—
Flying Officer NIHAL BANDULA TENNEKON (01167)—Technical/Engineering.

W. T. JAYASINGHE,
Secretary,
Ministry of Defence and Foreign Affairs.

Colombo, January 17, 1975.
1-926/1—Gazette No. 149 of 75.01.31

No. 54 of 1975

No. D. 252/Rect/2.

SRI LANKA AIR FORCE—PROMOTION
To be Flight Lieutenant with effect from 06th December, 1974—
Flying Officer THAWHEED MOHAMED KHALID (01165)—Administrative/Regiment.

W. T. JAYASINGHE,
Secretary,
Ministry of Defence and Foreign Affairs.

Colombo, January 17, 1975.
1-926/2—Gazette No. 149 of 75.01.31

Government Notifications

THE SHOP AND OFFICE EMPLOYEES (REGULATION OF EMPLOYMENT AND REMUNERATION) ACT, No. 19 OF 1954

THE notification made by the Minister of Labour under section 46 (3) of the Shop and Office Employees (Regulation of Employment and Remuneration) Act, No. 19 of 1954, and published in the Gazette of the Republic of Sri Lanka No. 89 of 22.12.1972,

is hereby amended in the Schedule thereto by the substitution for the words "Programme Assistants", of the words "Programming Assistants".

A. E. GOGEBLY MORAGODA,
Secretary,
Minister of Labour.
Colombo, 13th January, 1975.
1-853/1—Gazette No. 149 of 75.01.31

THE WAGES BOARDS ORDINANCE (CHAPTER 136)

THE notification made by the Minister of Labour under section 52 of the Wages Boards Ordinance (Chapter 136), read with section 12 of the Interpretation Ordinance (Chapter 2), and published in the *Gazette of the Republic of Sri Lanka* No. 39 of 22.12.1972, is hereby amended in the Schedule thereto by the

substitution for the words " Programme Assistants ", of the words " Programming Assistants ".

A. E. GOGEBLY MORAGODA,
Secretary,
Minister of Labour.

Colombo, 13th January, 1975.

1-853/2—Gazette No. 149 of 75.01.31

PN. 1992.

Notification

L.D.—B. 97/41.

THE MINUTES ON PENSIONS

NOTIFICATION under section 51 of the Minutes on Pensions dated February 5, 1934, as amended by the Minutes on Pensions (Amendment) Act, No. 13 of 1948.

FELIX R. D. BANDARANAIKE,
Minister of Public Administration,
Local Government and Home Affairs.

Colombo, 31st December, 1974.

1. The Minutes on Pensions dated February 5, 1934, as amended from time to time are hereby further amended in section 25C, by the substitution in sub-section (1) of that section, for the words " illness or age " of the words " illness, age or abolition of office ".

2. The amendment made to the Minutes on Pensions by paragraph 1 of this notification shall be deemed for all purposes to have come into effect on December 1, 1973.

1-679—Gazette No. 149 of 75.01.31

CEILING ON HOUSING PROPERTY LAW No. 1 OF 1973 AS AMENDED BY CEILING ON HOUSING PROPERTY (AMENDMENT) LAW No. 34 OF 1974

Order under Sub Section (2) of Section 17a.

WHEREAS the house in the Schedule hereto described has vested in me under section 11 of the Ceiling on Housing Property Law No. 1 of 1973, and Dr. Mahapitiyage Velin Peter Peiris, the owner thereof immediately prior to such vesting, has made application to me to have the said house divested, I Malawana Vidanelage Don Cyril Karunasekera, Commissioner for National Housing, being satisfied that adequate grounds exist for such divesting, do hereby with the approval

of the Minister of Housing and Construction, divest the ownership of the said house to enable the owner thereof to dispose of the same within a period of twelve months of the publication of this Order in the *Government Gazette*.

M. D. C. KARUNASEKERA,
Commissioner for National Housing.

January, 1975.

SCHEDULE

1. House bearing assessment No. 9 1/2, Race Course Avenue, Colombo 7.

1-940—Gazette No. 149 of 75.01.31

THE NATIONAL HOUSING ACT No. 37 OF 1954

Certificate under Section 49

5941

BY virtue of powers vested in me by section 49 of the National Housing Act No. 37 of 1954, I, Pieter Gerald Bartholomeusz Keuneman, Minister of Housing and Construction, do hereby certify that the land described in the Schedule hereto should be acquired by the Government for the purpose of being made available for the carrying out of any housing object within the meaning of Section 2 of that Act.

P. G. B. KEUNEMAN,
Minister of Housing and Construction.

GAB/ACQ/151
Colombo, 10.1.1975.

SCHEDULE

A block of land approximately 2 3/4 acres in extent out of land called Ambagahawatta bearing Asst. No. 500 Thimbirigasyaya Road situated at Grama Sevaka Division of Thimbirigasyaya, D.R.O's Division of Colombo, Colombo District, Western Province and bounded as follows:

North—By portion of same land.

East—By Asst. Nos. 436/3, 440, 442, 442/1, 442/2, 450 and Elvitigala Mawatha.

South—By portion of same land.

West—By portion of same land.

1-927—Gazette No. 149 of 75.01.31

FINANCE ACT No. 38 OF 1971

Notification under Section 28A

BY virtue of the powers vested in me by section 28A of Finance Act No. 38 of 1971 as amended by Finance (Amendment) Law No. 7 of 1974, I, Leslie Simon Goonewardene, Minister of Transport, do by this notification appoint March 14, 1975 as

the date before which every application for a revenue licence (other than a dealer's licence or visitor's temporary licence) for a motor vehicle shall be made for the year 1975.

LESLIE GOONEWARDENE,
Minister of Transport.

Colombo, 15.01.1975.

1-881—Gazette No 149 of 75.01.31

FINANCE ACT No. 38 OF 1971

Notification under Section 28A

BY virtue of the powers vested in me by section 28A of Finance Act No. 38 of 1971 as amended by Finance (Amendment) Law No. 7 of 1974, I, Leslie Simon Goonewardena, Minister of Transport, do by this notification appoint March 14, 1975 as

the date before which every application for a revenue licence (other than a dealer's licence or visitor's temporary licence) for a motor vehicle shall be made for the year 1975.

LESLIE GOONEWARDENA,
Minister of Transport.

Colombo, 15.10.1975.

1-582/2—Gazette No. 159 of 75.01.31

THE INLAND REVENUE ACT, No. 4 OF 1968

SCHEDULE

Notice of Declaration under Section 16CC

It is hereby notified that the Minister of Finance has, under the powers vested in him by section 16CC of the Inland Revenue Act, No. 4 of 1968, as amended by the Inland Revenue (Amendment) Law, No. 17 of 1972, declared each of the undertakings specified in Column I of the Schedule to this notice and carried on by the company specified in the corresponding entry in Column II of that Schedule to be an approved undertaking for the purposes of that section.

C. A. COOREY,
Secretary,
Ministry of Finance.

Colombo, 15 January, 1975.

Column I

Column II

| | |
|--|---------------------------------------|
| The undertaking for the export or sale of Gems | ... N. Vaitilingam (Exports) Ltd. |
| The undertaking for the export or sale of Gems | ... Singhagiri Gem Exports Ltd. |
| The undertaking for the export or sale of Gems | ... Mirco International Gem Expo Ltd. |

1-878—Gazette No.149 of 75.01.31

No. W. 105/928.

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, The Ceylon Planters' Society, P. O. Box 46, Kandy of the one part and 1. The Ragalla Tea Estates Ltd., 2. The Associated Tea Estates Ltd., 3. The Consolidated Commercial Agencies Ltd., 4. Roweans Agencies Ltd., and 5. Dimid Agencies Ltd., All of P. O. Box 472, Colombo 2 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. Newton Edirisinghe of 26, Gower Street, Colombo 5, to be the arbitrator and refer the aforesaid dispute to him for settlement by arbitration.

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

Colombo, 10th January, 1975.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF THE LEGISLATIVE ENACTMENTS, CEYLON (1956 REVISED EDITION)
In the matter of an Industrial Dispute

Between

The Ceylon Planters' Society, P. O. Box 46, Kandy,
of the one part,

And

(1) The Ragalla Tea Estates Ltd., (2) The Associated Tea Estates Ltd., (3) The Consolidated Commercial Agencies Ltd., (4) Roweans Agencies Ltd., and (5) Dimid Agencies Ltd., All of P. O. Box 472, Colombo 2 of the other part.

STATEMENT OF MATTER IN DISPUTE

The matter in dispute between the aforesaid parties is whether the termination of the services of Mr. M. A. Goonewardena, as Manager of Ragalla Group and Silverkandy Estates, Halgranoya by the Properties and /or Management of the said Ragalla Group and Silverkandy Estate, Halgranoya, is justified and to what relief he is entitled.

Dated at the Office of the Commissioner of Labour, Colombo, this 4th day of December, 1974.

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

1-854—Gazette No.149 of 75.01.31

My No. C/I. 1069.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the arbitrator to whom the industrial dispute which has arisen between the Ceylon Bank Officer's Association, York Building, 94 1/6, York Street, Colombo (presently at No. 32, Bristol Hotel Building, York Street, Colombo 1) and State Bank of India, P. O. Box 93, Colombo was referred by order dated 5th November, 1971, made under section 4 (1) of the Industrial Disputes Act, Chapter 131 as amended and published in the *Ceylon Government Gazette* No. 14,985 of November 19, 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, 9th January, 1975.

C/I. 1069.

A-1099

In the matter of an industrial dispute
between

The Ceylon Bank Officer's Association, 32, Bristol Hotel
Building, York Street, Colombo 1,

and

State Bank of India, P. O. Box No. 93, Colombo

Award

The Honourable the Minister of Labour, has by virtue of the powers vested in him under section 4 (1) of the Industrial Disputes Act, together with the amendments thereto referred the following dispute to me for settlement by arbitration—vide his order dated 5.11.1971.

The aforesaid dispute is as follows: "Whether the demand of the Union that it should be a term and condition of the contract of employment of each of the Ceylonese officers employed by the State Bank of India as on the 1st April, 1968, that an

amount equivalent to the contributions made by each of the said officers to the contributory pension scheme operated by the said Bank together with interest thereon shall be paid by the said Bank to each of the said officers upon termination, resignation or vacation of employment is justified and to what relief each of the said officers is entitled."

Mr. C. W. Paramsothy, President of the Staff Officers' Association for the Ceylon Bank Officers' Association, appeared for the Ceylon Bank Officers' Association, the State Bank of India was represented by Mr. D. C. Amerasinghe, Attorney-At-Law; instructed by Messrs. F. J. & G. De Saram.

This dispute directly concerns five Ceylonese Officers employed by the State Bank of India which is the successor to the Imperial Bank of India.

The present dispute is not a sudden phenomenon, nor a present day development but had its origin some decades ago. It shall be necessary to narrate here the sequence of the disputes that have arisen with regard to this same matter.

The first dispute that had arisen in 1945 between the Imperial Bank of India and the Bank Clerks' Union had been referred to Mr. Crossette Thambiah for arbitration. Among the other demands was the demand made by the Union that the Imperial Bank should be called upon to refund the moneys collected. The moneys collected refer to the Employees' Pension and Guarantee Fund. This Fund has been established somewhere in 1931. The Trust Fund is regulated by the Rules and Regulations in R1. Basically, the Rules are—Contributions, 5 per cent. on the part of the Employer and 5 per cent. on the part of the Employee. In consequence of the Exchange Control Rules introduced into Ceylon in 1948, remittances to the Trust Fund in India could be made from Ceylon; and as a result of the Exchange Control Act remittances in respect of Ceylon Employees they had already made to the Fund were transferred by the Trustees in India and held here in Ceylon in a Special Account to be paid out to the Employees in accordance with the Rules.

Mr. Crossette Thambiah considered these demands and rejected the demand for the return of the contributions as being unreasonable (R3B).

The next agitation for the refund of the contributions came in 1946.

Mr. Justice Swan who heard representations made by the parties adopted the recommendations made by Mr. Crossette Thambiah touching the question of contributions, and rejected the demand of the Unions.

Then again in 1950, Mr. T. P. P. Goonetilleke before whom the same matter had come, in his Report, R5, has said:—

"I have carefully gone through this recommendation of Mr. Thambiah. I am in complete agreement with him and can do no better than to recommend that this scheme be adopted"—vide R5. and R5A."

Special mention must be made to the notable arbitration by Mr. Thalagodapiya who has made an exhaustive award in 1956, and in Article 21 reiterated the same view as Mr. Crossette Thambiah:—

"As regards the Pension Scheme, Mr. Crossette Thambiah had drawn up a scheme in 1945, which has been approved by Mr. Swan and by Mr. T. P. P. Goonetilleke. I do not pretend that I could draw up a better scheme, and I accordingly direct that Mr. Thambiah's scheme be adopted with a few modifications. This scheme should be a non-contributory one in all the banks."

A5: This was a great boon to all the employees in the banks. In 1961 the Ceylon Bank Employees' Union re-agitated that the contributions lying to the credit with the trustees of the Fund be refunded but the Court rejected their demand as being a dispute on a claim for money and further held that the Court had no jurisdiction—vide R7, I. D. 268. Then came the memorable award in I.D. 748 in the year 1968, as a result of the dispute that arose between the Ceylon Bank Officers' Association and the State Bank of India. The dispute had been referred to Mr. G. E. Amerasinghe for settlement by arbitration. The Court had been informed that the dispute had been fully settled, and I shall now set out below the terms of settlement as stated by the parties:—

- (1) The payment of bonus shall be at the rate of two months' gross salary, or three months basic salary whichever is greater, and based on the salary drawn by the employees in December of each year. The bonus is to be paid for the year 1967 and for future years on this basis, on or before 31st December of each year.
- (2) Pensions shall be payable, on a non-contributory basis by the employee with effect from 1st April, 1968. The dispute relating to the mode of calculation of pensions in respect of the quantum on the basis of the Thalagodapiya Award on the gross salary is to be settled by negotiation between the Bank and the Association. If the matter in dispute cannot be settled by negotiation, the Association may have the dispute referred for settlement by arbitration by the Commissioner of Labour.
- (3) The Bank agrees to pay an amount equivalent to 5 per cent of the basic salary already drawn by the employee, for the period 1st April, 1967 to 31st March, 1968.
- (4) The Bank agrees to grant one increment in salary with effect from 1st April, 1967, together with dearness allowance and rent allowance at existing rates.
- (5) The Bank Officers' Association agrees to the withdrawal of the Local allowance of Rs. 50 per mensem with effect from 1st April 1967.
- (6) The Association also agrees that the medical benefits payable to employees are to be restricted to a limit of Rs. 250 per mensem with effect from 1st October, 1968; such benefits to the limit of Rs. 250 shall cover medical bills in respect of the employee, his wife and his children; and the Bank agrees to the right of the employee to permit the accumulation of the benefits for a period of 3 years.
- (7) The arrears of bonus for the year 1967 have been paid by the Bank on 10th November, 1968, and local allowance of Rs. 50 per mensem, which has been withdrawn under Clause 5 above, has been recovered by the Bank for the period 1.4.67 to 31.12.67. The other arrears of payments referred to herein to be paid on or before the 30th November, 1968, after recovery of the local allowance of Rs. 50 per mensem paid in 1968.
- (8) The Association has already addressed the Commissioner of Labour withdrawing the representations submitted to him by the Associations letter of 25th January, 1968, in regard to the Pension and Provident Fund matters.
- (9) Contributions to the Provident Fund shall be at the rate of 5 per cent. by the employee, and 10 per cent. by the employer, of the basic salary, with effect from 1st October, 1968. The Bank will take steps to explore the possibility of transferring all past contributions from both the employer and the employee to the State Bank of India (Ceylon) Employees' Provident Fund.

(10) The Association now states that all the outstanding claims in respect of matters referred to above are fully settled, except in regard to—

- (a) the mode of calculation of pension referred to in para. (2) above; and
- (b) the transfer of the Provident Fund balances referred to in para. 9 above.

In the opinion of the Court the settlement arrived at is fair and reasonable, and the award has been made in terms of the settlement above recorded."

It is quite evident now that both parties had bundled up their demands and settled their differences, and had an Industrial Dispute Award entered according to law.

Undaunted by the specific terms of the agreement, the Bank Officers' Union has courageously re-agitated the same matter, i.e., the return of the contributions towards the Trust Fund.

The reference before this Court undoubtedly does not expressly refer to the demand for the refund of the contributions that are lying to the credit of these officers in the Trust Fund. If that is the case, the Award in I.D. 748 would be a complete answer to this demand. The Association endeavours to distinguish the present demand from that in I.D. 748 of 1968, on the footing that it should be a term and condition of the contract of employment as on 1st April, 1968; that an amount equivalent to the contributions made by each of the officers to the Contributory Pension Scheme operated by the Bank together with interest be paid to the said Bank to each of the said officers upon termination, resignation, etc.

It is submitted by Counsel who appeared for the Respondent that I.D. 748 was in consequence of a 'bona fide' settlement between the parties. The question of the return of the contributions and or for the payment of the sum equivalent was gone into and settled between the parties. If, therefore, the Court in the present case were to make an Award as prayed for by the Union, that would be virtually assisting the Union to unilaterally break the terms of settlement arrived at by another Court. Apart from anything else, if this be done the 'bona fide' settlement before Industrial Courts would be seriously prejudiced, and as a matter of policy this should not be encouraged.

The action of the Ceylon Bank Officers' Association in seeking this reference after a settlement in I.D. 748 speaks for itself and reminds one of the proverbial camel: Having obtained one year's equivalent of contributions as part of a 'bona fide' settlement of several other matters they are now seeking to obtain more. If is, therefore, submitted that it is not a just and equitable claim. It is also the submission on behalf of the Respondent that it was not legally possible for the Court to order any relief for the reason that this dispute between parties referred for settlement pertains to the return of the contributions that were made to a Trust Fund which is vested in the Trustees. In the present case, submits Respondent's Counsel that the Union seeks to distinguish the present demand from that in I.D. 268 by stating that the demand relates to a claim for the payment by the State Bank to five officers of a sum of money equivalent to the contributions lying in the Fund and not to the contributions itself.

It is also the submission on behalf of the Respondent Bank that whatever be the language chosen by the Union to couch their demand it is clear from the statement filed by the Union, the submissions made by the Union, that the evidence led in the case, that the essential dispute between the parties pertains to and arose out of a demand for a return of contributions made to the Pension Fund prior to the Award in I.D. 748 in 1968 after which the Pension Scheme became non-contributory, as far as the members of the Ceylon Bank Officers' Association were concerned. It is not possible to camouflage or conceal this dispute by framing a claim in the way the Union has sought to do, obviously to circumvent the difficulties caused by the decision in I.D. 268.

I am in full agreement with the observations made by Counsel for the Bank. The Association cannot eat the cake and have it. One has to look at the realities of a case.

Mr. C. W. Paramsothy, the President of the Staff Officers' Association for the Ceylon Bank Officers' Association, has presented his claim like a 'Gordian Knot', but he finds 'Alexander's sword' in the hands of Mr. D. C. Amerasinghe, Counsel for the State Bank of India. Mr. Amerasinghe has clearly and comprehensively analysed the whole question and has made the task extremely easy for me to solve this vexed problem.

It is not in the mouth of the Union now to assert that they were not fully aware of the implications of the agreement in I.D. 748. They are bound by that agreement.

It appears to me that this unholy question has raised its ugly head for many years; it should not be allowed to raise it again but must be laid to rest in the interests of the State and industrial peace.

I am of the opinion that the demand of the Association is unjust, unreasonable and inequitable.

Further, I hold that the Association is not entitled to any relief in view of the Award in I.D. 748 of 1968. There must be a finality to this dispute. Therefore, I am of the view that the Association is not entitled to any relief asked for in the reference.

I make my Award accordingly.

NEWTON EDIRISINGHE,
Arbitrator.

Dated at Colombo, this 26th day of December, 1974.
1-860—Gazette No. 149 of 75.01.31

No. CIE/227/74.

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 Acting Commissioner of Labour which accompanies this Order exists between Mr. P. R. Kotalawala of No. 6, Gravel's Road, Panadura, of the one part and (1) Ouvah Ceylon Estates Limited, 25, Lillie Street, Colombo 2, (2) The Duff Estates Company Limited, 25, Lillie Street, Colombo 2, (3) Consolidated Commercial Agencies Limited, 25, Lillie Street, Colombo 2, (4) N. G. P. Panditharatna Esq., 47, Galle Face Terrace, Colombo 3, (5) Brindley Ratwatte Esq., 4, Queen's Avenue, Colombo 3, (6) K. J. Ratwatte Esq., 52/1, Rosmead Place, Colombo 7, (7) Sepala Gunasena Esq., 9, M. D. Gunasena Mawatha, Colombo 12, of the other part.

Now, therefore, I, Michael Paul de Zoysa Sirwardena, 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. K. M. U. Jayanetti of No. 32, Sudharshana Mawatha, Nawala, Rajagiriya, to be the arbitrator and refer the aforesaid dispute to him for settlement by arbitration.

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

Colombo, 16th January, 1975.

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

In the matter of an Industrial Dispute

Between

Mr. P. R. Kotalawala of No. 6, Gravel's Road, Panadura
of the one part,

And

(1) Ouvah Ceylon Estates Limited, 25, Lillie Street, Colombo 2,
(2) The Duff Estates Company Limited, 25, Lillie Street, Colombo 2,
(3) Consolidated Commercial Agencies Limited, 25, Lillie Street, Colombo 2, (4) N. G. P. Panditharatna Esq., 47, Galle Face Terrace, Colombo 3, (5) Brindley Ratwatte Esq., 4, Queen's Avenue, Colombo 3, (6) K. J. Ratwatte Esq., 52/1, Rosmead Place, Colombo 7, (7) Sepala Gunasena Esq., 9, M. D. Gunasena Mawatha, Colombo 12, of the other part.

STATEMENT OF MATTER IN DISPUTE

The matter in dispute between the aforesaid parties is whether the non-employment of Mr. P. R. Kotalawala by the employers abovenamed or any one or more of them is justified and to what relief is Mr. P. R. Kotalawala entitled.

Dated at the Office of the Commissioner of Labour, Colombo, this 10th day of January, 1975.

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

1-935—Gazette No. 149 of 75.01.31

My No. T. 7/1114.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to the Commissioner of Labour, by the Arbitrator to whom the industrial dispute which had arisen between the Sri Lanka Nidahas Welanda Ha Karmika Ayathana Sevaka Sangamaya, 213, Dharmapala Mawatha, Colombo 7 and Mrs. B. M. V. I. Perera, Proprietress, St. Anthony's Fibre Mills, Rambawewa, Kanthewewa, was referred by order dated 4th April, 1974, 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. 108 of 19.04.1974, 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 Secretariat,
Labour Department,
Colombo 5, 08th January, 1975.

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

Mrs. B. M. V. I. Perera, Proprietress,
St. Anthony's Fibre Mills,
Rambawewa, Kanthewewa.

ID/LT8/9/74.

Award

The Hon. 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) referred the above dispute to this Tribunal for settlement by arbitration.

The matter in dispute between the aforesaid parties is whether the non-employment of the following workers, who are members of the Sri Lanka Nidahas Welanda Ha Karmika Ayathana Sevaka Sangamaya by Mrs. B. M. V. I. Perera, Proprietress, St. Anthony's Fibre Mills, Rambawewa, Kanthewewa, is justified and to what relief each of them is entitled.

1. H. R. Rosalin Nona
2. A. M. Bietris
3. H. A. Sumanawathie
4. P. V. Nandawathie
5. P. M. Podimpenike
6. P. M. Sepali
7. E. M. Sumanawathie
8. Leelawathie de Silva
9. Anulawathie Ranasinghe
10. U. D. Mallika
11. Prappananda
12. W. P. Jinadass
13. P. M. Sumanathilaka
14. H. M. Gunaratne
15. S. M. Premaratne
16. P. M. Yahapathihamy
17. M. Somapala
18. W. Cicilin
19. B. M. Punchibanda
20. P. M. Sumanadass
21. A. M. Punchibanda
22. E. N. Weerasena
23. A. L. Samarakoon
24. R. Hector Fernando
25. A. M. Samy de Silva

When the above matter came up for inquiry on 21.11.74, Mr. V. K. Pillai, represented the applicant Union and Mr. A. P. Ratnayake, appeared for the respondent.

At the above inquiry parties came to the following settlement:

It was agreed between parties that the undermentioned 7 workers were already in employment under the respondent and that there was no dispute in regard to them.

| Ref. No. | Name |
|----------|------------------------|
| 1. ... | H. R. Rosalin Nona |
| 5. ... | P. M. Podimenike |
| 9. ... | Anulawathie Ranasinghe |
| 12. ... | W. P. Jinadasa |
| 14. ... | H. M. Gunaratne |
| 16. ... | P. M. Yahapathihamy |
| 23. ... | A. L. Samarakoon |

It was agreed that the following workers will be given employment at the Mill at Rambawewa:

| Ref. No. | Name |
|----------|------------------------------------|
| 2. ... | A. M. Bietris |
| 4. ... | P. V. Nandawathie |
| 10. ... | U. D. Mallika |
| 13. ... | P. M. Sumanathilaka (Goonetilleke) |
| 15. ... | S. M. Premaratne |
| 25. ... | A. R. Samy de Silva |

It was agreed that the following workers will be given employment at Hindagolla:—

| Ref. No. | Name |
|----------|----------------------|
| 8. ... | Leelawathie de Silva |
| 17. ... | M. Somapala |
| 21. ... | A. M. Punchibanda |
| 22. ... | E. N. Weerasena |
| 24. ... | R. Hector Fernando |

The following workers who were originally resident labourers will be given residence and employment in one of the mills at Eathalawa or Kalugana:—

| Ref. No. | Name |
|----------|--------------------|
| 3. ... | H. A. Sumanawathie |
| 6. ... | P. M. Sepali |
| 7. ... | H. M. Sumanawathie |
| 11. ... | Prappananda |
| 18. ... | W. Cicilin |
| 20. ... | P. M. Sumanadass. |

It was also stated that the worker B. M. Punchi Banda reference No. 19 referred to in the Hon. Minister's reference is not a worker employed by the respondent and it was stated that it may refer to a worker by the name of A. M. Wilbert. The respondent agreed to give A. M. Wilbert work at Hindagolla if he reported for work along with the others.

There will be no payment of back wages and the period of non-employment will not be considered a break in their service. The workers agreed to report for work with effect from 2nd December, 1974.

I make award accordingly.

R. C. DE S. MANUKULASOORIYA,
President.

Dated at Colombo, this 27th day of November, 1974.
1-859—Gazette No. 149 of 75.01.31

No. W. 105/82.

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 the Ceylon Estates Staffs' Union, No. 13, Kande Vidiya, Kandy, of the one part and the Dickoya Tea Co. Ltd., Proprietors of the Ohiya Estate, Ohiya, C/o. George Steuart & Co. Ltd., Colombo 1, and the Superintendent of Ohiya Estate, Ohiya, 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. V. Suppiah of No. 54, Ward Place, Colombo 7, to be the Arbitrator and refer the aforesaid dispute to him for settlement by arbitration.

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

Colombo, 7th January, 1975.

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

In the matter of an industrial dispute between The Ceylon Estates Staffs' Union, No. 13, Kande Vidiya, Kandy, of the one part

and

The Dickoya Tea Co. Ltd., Proprietors of the Ohiya Estate, Ohiya, C/o. George Steuart & Co. Ltd., Colombo 1, and the Superintendent of Ohiya Estate, Ohiya, of the other part.

STATEMENT OF MATTER IN DISPUTE

The matter in dispute between the aforesaid parties is whether the transfer order issued by the said management of Ohiya Estate, Ohiya, transferring Mr. V. S. Subramaniam, K.P., from Ginneriya Division to Upper Ohiya Division is justified and to what relief he is entitled.

Dated at the Office of the Commissioner of Labour, Colombo, this 27th day of December, 1974.

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

1-852—Gazette No. 149 of 75.01.31

No. T. 23/CO. 693/71.

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 Mr. L. A. Keerthiwansa, No. 22, Woodland Avenue, Kalubowila, Nuwegoda, of the one part and Dehiwela-Mt. Lavinia Municipal Council, Dehiwela, 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. G. W. Ediriweera of No. 26, Elibank Road, Havelock Town, Colombo 5, to be the Arbitrator and refer the aforesaid dispute to him for settlement by arbitration.

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

Colombo, 16th January, 1975.

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

In the matter of an industrial dispute

between

Mr. L. A. Keerthiwansa, No. 22, Woodland's Avenue, Kalubowila, Nuwegoda

and

Dehiwela-Mt. Lavinia Municipal Council, Dehiwela.

STATEMENT OF MATTER IN DISPUTE

The matter in dispute between the aforesaid parties is whether the claim of Mr. L. A. Keerthiwansa for payment of wages for the period of interdiction (10.04.68 to 01.11.71) by the Dehiwela-Mt. Lavinia Municipal Council is justified and to what relief is entitled.

Dated at the Office of the Commissioner of Labour, Colombo, this 7th day of January, 1975.

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

1-934—Gazette No. 149 of 75.01.31

My No. T. 23/CO. 45/65

THE INDUSTRIAL DISPUTES ACT—CHAPTER 131.

THE Award transmitted to me by the arbitrator to whom the industrial dispute which has arisen between Mr. D. N. K. Abayasinghe, 151/5, Kirula Road, Colombo 5 and Equipment & Construction Co. Ltd., 7, Canal Row, Colombo 1 was referred by Order dated 24th August, 1971, made under section 4 (1) of the Industrial Disputes Act, Chapter 131 as amended and published in the *Ceylon Government Gazette* No. 14,974 of September 3, 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, 23rd January, 1975.

A-1081

In the matter of an Industrial Dispute
between

Mr. D. N. K. Abayasinghe,
151/5, Kirula Road, Colombo 5,

And

Equipment and Construction Co., Ltd.,
7, Canal Row, Colombo 1.

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 and 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 24th August, 1971, referred the dispute between the aforesaid parties to me for settlement by arbitration.

The matter in dispute, as referred to me by the Commissioner of Labour in his reference dated 16th August, 1971, is: "whether the termination of the services of Mr. D. N. K. Abayasinghe by the Management of Equipment and Construction Company Limited is justified and to what relief he is entitled."

Both parties, in terms of Regulation 21 (1) of the Industrial Disputes Act, filed their statements, and the matter was taken up for inquiry on 2.10.1971 and on many subsequent dates.

At the commencement of the hearing, Mr. A. A. Gunaratnam appeared on behalf of the Company, and during the course of the proceedings, the late Mr. Vernon de Livera. At one stage Mr. Vernon de Livera ceased to appear for the company, and informed me that he had no instructions in the matter. Thereafter Mr. Gunaratnam appeared for the company again, and subsequently Mr. Vernon de Livera, came back to the case. Mr. D. N. K. Abayasinghe, the applicant, was represented in person.

From the commencement of the inquiry it appeared to me that the respondent company was not genuinely interested in bringing this arbitration to a speedy conclusion. In fact, I have made a remark in the proceedings that out of 40 odd dates of inquiry on 20 dates the Respondent Company had taken dates on various grounds. Since I felt from the commencement of the case that the Respondent Company was prevaricating in the continuation of this inquiry, I adopted the procedure of awarding pre-paid costs, whenever I thought it fit, on the Respondent Company making an application for a date. Till the 5th of September, 1973, all costs ordered by me in this manner were accepted and pre-paid by the Respondent Company. During the course of the inquiry, on 20.9.1973, it was brought to my notice that pre-paid costs ordered on the earlier date had not been paid. I gave Mr. Vernon de Livera another opportunity to pay the costs on 27.9.1973.

On that date Mr. Gunaratnam appeared and handed me a letter dated 27th September, 1973, which alleged that the Respondent Company was informed by their representative, Mr. Vernon de Livera that I would be reporting the company for contempt for not having deposited the pre-paid costs as ordered by me. I informed Mr. Gunaratnam that Mr. de Livera had given information to his client which was completely wrong; and, on reference to my order of 20.9.1973, I find that it says—

"I will consider taking necessary steps under the law and, if necessary, report the matter for contempt."

On 27.9.1973 again Mr. Gunaratnam asked for a date. He also did not deposit the earlier costs which the Respondent Company had agreed to pay before the 27th September, 1973. My earlier suspicion that the company was inordinately delaying these proceedings for various reasons best known to them was further confirmed when I found out that Mr. de Livera,

according to the letter sent to me on the 27th of September, 1973, had given wrong information to the respondent company. No affidavit from Mr. de Livera was filed then or subsequently confirming the contents of this letter, and I was constrained to believe that Mr. de Livera would not have made such an incorrect statement, and that the company was again seeking devious methods to delay the proceedings. In fact, on the 20th of September, 1973, when I adjourned proceedings for the 27th of September, 1973, Mr. de Livera was present and he took this date, 27th September, 1973, as being suitable to him.

The fact that Mr. de Livera did not appear on this date, but Mr. Gunaratnam appeared and sought to produce a letter from the Secretary of the Company to me stating that Mr. de Livera had intimated to the respondent company certain incorrect facts confirms my belief that the company had again resorted to devious methods to delay the proceedings.

As I have stated earlier in my order, the fact that I had adopted the procedure of ordering pre-paid costs in this case and the respondent had acquiesced in the same without any objection right from the beginning up to September, 1973, clearly indicates that the Respondent Company accepted the procedure laid down. When they failed to continue this procedure laid down by me, I felt, taking all the circumstances into account, that the company was only trying to delay the proceedings. In fact, even after my informing Mr. Gunaratnam that the contents of the letter sent me by the Respondent company dated 27.9.1973 was completely incorrect, the company made no attempt to continue in the inquiry.

To go back to the case: The respondent company filed answer on the 22nd day of October, 1971, admitting that the company engaged the services of this workman from 1st January, 1964, in the capacity of Project Manager; and it goes on to say that the workman's services were terminated on the 24th of October, 1964, for the following reasons:—

- (a) For having abused and threatened the Secretary and Chief Executive of the Company.
- (b) For having been insubordinate to the said Chief Executive and Secretary.
- (c) For having failed and wilfully disobeyed the lawful orders of the company.
- (d) For having used filthy language in the office referring to the said Chief Executive and Secretary and thereby acted in a manner not worthy of the workman's position.

It states further the Respondent Company has considered the past record of the applicant, and as a matter of law, it is submitted, the dispute is stale, and as the company is unable to get all its witnesses it would cause prejudice to the company. This question was never taken up in the course of the proceedings.

The company called in evidence the following witnesses:—

- (1) Mr. R. Ratnagopal.
- (2) Mr. S. M. Fernando, the Sales Manager of the Company;
- (3) Mr. A. A. Gunaratnam, a Clerk of the Company;
- (4) Mr. I. Seedin Fernando, Peon, Equipment and Construction Company Limited; and
- (5) Mr. Shirley Corea.

On 20.9.1973, I informed Mr. de Livera to ask for summons on any other witnesses he wishes to call, and also to inform the Registrar to issue summons straightway. I directed the registrar to issue summons. Thereafter, on the 27th of September, 1973, I directed the company that if the costs ordered earlier were not deposited, I shall proceed to inquiry 'ex parte' and make my award. I informed the company's representative who was present that by the next date (4.10.1973) costs should be deposited.

On the next date, 4.10.1973, the company was not represented and I made order that I would summon the witnesses whom the company during the course of the long proceedings had mentioned to me they would be summoning, and would continue the inquiry 'ex parte'. The witnesses summoned by me were—

- (1) Mr. Nadarajah who informed court that he was not well and would not be able to attend court;
- (2) Mr. S. R. de Silva who subsequently gave evidence; and
- (3) Inspector of Police Satkunarajah.

These are the three witnesses I summoned, as their names had transpired on behalf of the company during the case.

I have carefully considered the evidence led by the Respondent, as well as the evidence given by the Applicant. I have also considered the documents that have been marked in this case—A1 to A95. There is no doubt that the company employed the applicant from 1.1.1964 as Project Manager. There is also no doubt that by June, the company having confirmed the workman in the capacity of Project Manager, gave him a bonus and informed him that they were fully satisfied with his services.

Then it appears there had been some change at the top level in the company and Mr. Ratnagopal appears to be the 'unseen hand' who has guided the destinies of the Company from about mid-1964. For reasons best known to the Respondent Company, it appears that the Respondent Company had unjustifiably goaded the applicant and made it impossible for him to continue under the conditions of his earlier assignment. Then the Company alleges that there was an incident on the 17th of October, 1964, as a result of which the applicant had been bodily removed out of the Company. In support of this incident they have called two witnesses, as eye-witnesses. That is the Sales Manager, Mr. S. M. Fernando, and the Peon, I. Seedin Fernando. I disbelieve their evidence 'in toto'. I am convinced that these witnesses have been introduced for the purposes of this particular inquiry. It transpired in evidence that these two witnesses had never made any statement to the Police at any stage, nor had they been summoned by the Respondent in the earlier I.D. L.T. Inquiry, arising from the same termination. It is quite clear that those two witnesses came to speak of this incident for the first time in this Court. I have watched their behaviour and their mannerisms whilst giving evidence, and I am satisfied beyond reasonable doubt that these two witnesses are thoroughly undependable, and have been induced to give false evidence.

Mr. K. Satkunarajah, Inspector of Police, C.I.D., in his evidence said that no productions were taken into custody; no statements were made to the Police; and that no further action was taken. Even with regard to Mr. Nadarajah's alleged statement to the Police, Inspector Satkunarajah informed me in his evidence that that statement was not available, as the book had been destroyed five years earlier. It is strange that even after the I.D. L.T. Case which was taken up on many dates between 1964 and 1970, had almost concluded, that this statement has not been marked; if such a statement was available, or the Respondent Company depended on same to justify the termination of the Applicant. The other witnesses for the Respondent Company do not touch the case of the Applicant's termination in any justifiable manner.

I have considered the Applicant's evidence and the evidence of his witnesses—Mrs. Q. Perera and Mr. Zain Markar.

I have carefully watched the Applicant giving evidence, and I am satisfied beyond all doubt that the Applicant gave his evidence truthfully, candidly and without much emotion. I have no doubt in accepting the entirety of the Applicant's evidence, as he appeared to me to be a man who was speaking the truth, and he was only interested in the truth and nothing else. I accept his evidence that he was out of employment for 38 months. If he wished to make a false claim that he was unemployed for five years he could have done so, without emotion.

On a consideration of the evidence led in this case, the documents marked and the submissions made before me, I am satisfied that the workman's services were unjustifiably terminated. The Company has shifted its position, from one position to another, and has not in any way led evidence in support of the termination of the services of the workman.

I answer in the negative paragraph 2—Averments (a), (b), (c) and (d).

There is no evidence before me of any bad record of the Applicant. In fact, there is ample evidence of the Applicant which I accept without hesitation that he was taken away from the post of Operation Manager, ESSO Standard Eastern Inc. a high post he held in 1963 in order to be given employment in the Equipment and Construction Company Limited. It is clear that the then Chairman of the Board of Directors was so satisfied with his earlier term of office in this Company that they requested the Applicant to resign from ESSO Standard Eastern Inc. and come into the Equipment and Construction Company Limited. I am also satisfied that they did so on the promise of greater reward in the years ahead.

The Applicant has marked correspondence between him and the ESSO Standard Eastern Inc. which further substantiates his position—(A3, A4, A5). It is only left for me now to consider what relief I should grant the Applicant.

It is clear from the letter of appointment (marked A6) dated 31.12.1963, signed by Mr. S. R. de Silva, a director of the Company, and by A7, that the Applicant was drawing a salary of Rs. 3,000 per month from 1st July, 1964; that he was confirmed as Project Manager; that he was entitled to the Company's Provident Fund; that he was entitled to be given three months' salary, or that he was entitled to be given three months' notice in writing before his services were terminated. The Applicant would, therefore, on the face of the contract of employment, be entitled to his salary for October, 1964, which would be Rs. 3,000, three months' notice of termination, or, in the alternative, I would say, three months' salary which would be Rs. 9,000, proportionate leave pay or full remuneration which I would put down at Rs. 2,500, and his EPF Contributions by the Employer as for July, August, September and October. The Applicant has

strongly urged that I should consider giving him interest on this score from the date of termination of his services. It also transpired in evidence that this dispute was almost concluded in Case No. ID. LT. 1/95 somewhere in 1969 or 1970. Through no fault of the Company; the Applicant on representations made by him, got the matter referred for arbitration. I cannot therefore hold that the Company is responsible to pay interest up to date on this sum.

Taking all these facts into consideration, I award the Applicant Rs. 25,000 in respect of this aspect of monies due to him on an unjustified breach of the contract by the Respondent Company.

The Applicant has also asked for compensation for 38 months at the rate of Rs. 3,300, that being in respect of the period he was out of employment, from the time of his termination by the Respondent Company.

According to the Applicant, compensation for 38 months works out to Rs. 1,025,400. No doubt, the Applicant has undergone a hard period during the time of his non-employment. In the circumstances of this case, I consider a payment of Rs. 38,000 as being adequate for the period of non-employment.

There is still another ground to which the Applicant has urged that I should direct my attention: Compensation for having persuaded him to leave his employment at ESSO Standard Eastern Inc. to join the Respondent Company on various negotiations and promises discussed between the then Chairman, Mr. V. Lindberg. In support of this contention the Applicant has called Mr. Zain Markar who retired in about 1973 as General Manager. He has also produced documents A3, A4 and A5 and other correspondence.

Considering the evidence given by Mr. Zain Markar which I accept, and the documents A3, A4 and A5, etc., there is no doubt that the Applicant was enticed to leave his job at ESSO Standard Eastern Inc. and join the Equipment and Construction Company Limited, under the old directorate.

It is also clear from the evidence that ESSO Standard Eastern Inc. functioned till about 1973, and there is every reason to believe that the Applicant would have continued his services in ESSO Standard Eastern Inc. during this period and also would have bettered his prospects. But, of course, this is a gamble which the Applicant took when he was offered better terms for his future by the then Chairman, Mr. V. Lindberg, of the Equipment and Construction Company Limited. The Applicant on this ground has asked for a sum of Rs. 25,000 which I think is very reasonable. I would award the Applicant Rs. 25,000 on the basis of a payment for loss of career.

I have now to consider the question of costs. The Applicant himself appeared in person, and this inquiry has lasted about 75 days. During the course of the inquiry, the Applicant indicated to me that he had to travel from Trincomalee. I have already awarded the Applicant costs on certain days, and most of those costs have been paid. Taking into consideration all this, I award the Applicant Rs. 1,500 as costs in this case.

The above amounts totalling Rs. 89,500, due to the Applicant, should be deposited with the Assistant Commissioner of Labour, Colombo South in the following manner:—

Rs. 25,000 within one month of the publication of this Award in the *Gazette of the Republic of Sri Lanka*.

Rs. 25,000 within three months of the publication of this Award in the *Gazette of the Republic of Sri Lanka*.

Rs. 39,500 within six months of the publication of this Award in the *Gazette of the Republic of Sri Lanka*.

I make award accordingly.

J. E. IVAN PERERA,
Arbitrator.

Dated at Colombo, this 21st day of January, 1975.

2-964—Gazette No. 149 of 75.01.31

My No. W. 105/1400
THE INDUSTRIAL DISPUTES ACT, CHAPTER 131
Collective Agreement No. 2 of 1970 relating to the Average Sale Price of RSS No. 1

IT is hereby notified in pursuance of clause 4 of Collective Agreement No. 2 of 1970 entered into between the Ceylon Workers' Congress of the one part, and the Ceylon Estates Employers' Federation of the other part, and published in *Ceylon Government Gazette* No. 14,907 of May 22, 1970, that the monthly average sale price

of RSS No. 1 paid by the Commissioner of Commodity Purchase to shippers in Colombo during December, 1974, was Rs. 1/22.89 cts.

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

Department of Labour,
Labour Secretariat,
Colombo 5, 17th January, 1975.
1-880-Gazette No. 149 of 75.01.31

LAND DEVELOPMENT ORDINANCE (CHAPTER 320)

THE Honourable Minister of Agriculture and Lands has been pleased under Section 6(1) of the Land Development Ordinance to appoint the following Officers in addition to their own duties as Land Officers for the districts given against their names with effect from the dates given against their names :—

D. B. RANATUNGA
Asst. Secretary
for S/A. & L.

Colombo.
December 24, 1974

| Name | Description | District | Date |
|--------------------------------|----------------|--------------|------------|
| Mr. J. H. M. Ranawera .. | .. D. R. O. .. | Kegalle .. | 23.08.1974 |
| Mr. G. P. Batuwitige .. | .. D. R. O. .. | Kegalle .. | 23.08.1974 |
| Mrs. R. S. W. Ratnayaka .. | .. D. R. O. .. | Kegalle .. | 23.08.1974 |
| Mr. B. A. E. B. Jayasooriya .. | .. D. R. O. .. | Anuradhapura | 01.11.1974 |
| Mr. W. A. B. R. Gunaratne .. | .. D. R. O. .. | Anuradhapura | 01.11.1974 |
| Mr. S. P. Jayatilaka .. | .. D. R. O. .. | Anuradhapura | 01.11.1974 |
| Mr. A. W. K. Perera .. | .. D. R. O. .. | Galle .. | 02.10.1973 |

1-889-Gazette No. 149 of 75.01.31

My No. C/I. 487
THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between the All Ceylon Commercial and Industrial Workers Union on the one part and Bata Shoe Company of Ceylon Limited on the other part on the 8th day of January, 1975, is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactment (Ceylon Revised Edition 1956).

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

Department of Labour,
Labour Secretariat,
Colombo 5, January 2, 1975.

Collective Agreement No. 1 of 1975

This Collective Agreement made this 8th day of January, one thousand nine hundred and seventy-five, under the provisions of the Industrial Disputes Act between Bata Shoe Company of Ceylon Limited (hereinafter referred to as the Company) on the one part and the All Ceylon Commercial and Industrial Workers' Union (hereinafter referred to as the Union) on the other part witnesseth and it is hereby agreed between the parties as follows :—

- (1) This Agreement shall relate to and shall bind the Company, the Union and the members of the Union who are from time to time employed in a manual or labouring capacity by the Company.
- (2) This Agreement shall be in full and final settlement of all matters covered hereunder including the 29 demands made by the Union by its letter dated the 26th of October, 1973.
- (3) This Agreement shall be effective as from the first day of January, one thousand nine hundred and seventy-five and shall thereafter continue in force unless it is determined by either party giving six months' notice in writing to the other provided however that neither party shall give such notice to the other party before the 31st of December, one thousand nine hundred and seventy-seven.
- (4) It is hereby agreed that the terms and provisions of the Collective Agreement No. 1 of 1970, published in the *Ceylon Government Gazette* of the 13th of March, 1970 and of the Subsidiary Collective Agreement No. 1A of 1970 published in the *Ceylon Government Gazette* of the 17th of December, 1971, as amended by the Amendment Agreement published in the *Ceylon*

Government Gazette of the 17th of November, 1972 shall continue in force subject however to the amendments set out hereunder which said amendments shall take effect from the 1st of January, 1975 :—

- (a) Clause 4 of the Subsidiary Collective Agreement No. 1A of 1970 shall stand deleted.
- (b) The proviso to clause 4 of the Collective Agreement No. 1 of 1970 shall stand deleted and the following proviso shall be substituted therefor :—
"Provided that neither party shall give notice to the other party before the 31st of December, one thousand nine hundred and seventy-seven".
- (c) Clause 1 of the Subsidiary Collective Agreement No. 1A of 1970, as amended by the Amendment Agreement published in the *Ceylon Government Gazette* of the 17th of November, 1972 and the Schedule and wage scales "A", "B" and "C" attached thereto shall stand deleted.
- (d) The first sentence in Clause 6 of the Collective Agreement No. 1 of 1970, shall stand deleted and the following new sentences shall be substituted therefor :—

"The Company shall pay to the workers covered and bound by this Agreement wages according to the revised scales as contained in Schedule 1 with effect from the 1st of January, one thousand nine hundred and seventy-five. The said scales are exclusive of the monthly interim devaluation allowance of Rs. 12 and the Private Sector Special Allowance. Provided however that in the event of a future agreed revision of the monthly wage scales of workers covered and bound by the Manual Workers Collective Agreements (1971) between the Employers Federation of Ceylon and the constituent Unions of the Ceylon Federation of Labour, The Ceylon Federation of Trade Unions and the Sri Lanka Independent Trade Union Federation, the Weekly Fixed Scales and the Monthly Fixed Scales specified in Schedule 1 shall be increased by the same average percentage increase that may be agreed upon in the aforesaid revision of the Manual Workers Collective Agreements, less five percent, as from the date of such revision as aforesaid".

(c) Schedule I of the Collective Agreement No. 1 of 1970 shall stand deleted and the following new Schedule I shall be substituted therefor—

SCHEDULE I

Piece Rate Basic Scale

| Class | Minimum Basic Wage Rs. c. | Piece Rate Rs. c. |
|-------|------------------------------|----------------------|
| 01 | 67 25 | 89 50 |
| 02 | 64 80 | 86 00 |
| 03 | 61 15 | 81 50 |
| 04 | 57 50 | 76 50 |
| 05 | 55 00 | 73 00 |
| 06 | 53 80 | 71 50 |
| 07 | 52 60 | 70 00 |
| 08 | 51 40 | 68 50 |
| 09 | 50 20 | 67 00 |
| 10 | 49 40 | 66 00 |

Weekly Fixed Scales

| Points | Scale (A) | Scale (B) | Scale (C) |
|--------|-----------|-----------|-----------|
| 01 | 58 10 | 47 30 | 42 90 |
| 02 | 60 05 | 48 70 | 44 0 |
| 03 | 62 00 | 50 10 | 45 10 |
| 04 | 63 95 | 51 50 | 46 20 |
| 05 | 65 90 | 52 90 | 47 30 |
| 06 | 67 85 | 54 30 | 48 40 |
| 07 | 69 75 | 55 70 | 49 50 |
| 08 | 71 70 | 57 10 | 50 60 |
| 09 | 73 65 | 58 50 | 51 70 |
| 10 | 75 60 | 59 90 | 52 80 |
| 11 | 77 55 | 61 30 | 53 90 |
| 12 | 79 50 | 62 70 | 55 00 |
| 13 | 81 45 | 64 10 | 56 10 |
| 14 | 83 40 | 65 50 | 57 20 |
| 15 | 85 35 | 66 90 | 58 30 |
| 16 | 87 30 | 68 30 | 59 40 |
| 17 | 89 25 | 69 70 | 60 50 |
| 18 | 91 20 | 71 10 | 61 60 |
| 19 | 93 15 | 72 50 | 62 70 |
| 20 | 95 10 | 73 90 | 63 80 |
| 21 | 97 05 | 75 30 | 64 90 |
| 22 | 99 00 | 76 70 | 66 00 |
| 23 | 101 55 | 78 10 | 67 10 |
| 24 | 103 90 | 79 50 | 68 20 |
| 25 | 105 85 | 80 90 | 69 30 |
| 26 | 107 80 | 82 30 | 70 40 |

Monthly Fixed Scales

| Points | Scale (A) | Scale (B) | Scale (C) |
|--------|-----------|-----------|-----------|
| 01 | 252 00 | 204 80 | 185 80 |
| 02 | 260 30 | 210 90 | 190 60 |
| 03 | 268 60 | 217 00 | 195 30 |
| 04 | 276 90 | 223 10 | 200 00 |
| 05 | 285 20 | 229 20 | 204 70 |

| Points | Scale (A) | Scale (B) | Scale (C) |
|--------|-----------|-----------|-----------|
| 06 | 293 50 | 238 30 | 209 40 |
| 07 | 301 80 | 241 40 | 214 10 |
| 08 | 310 10 | 247 50 | 218 80 |
| 09 | 318 40 | 253 60 | 223 50 |
| 10 | 326 70 | 259 70 | 228 20 |
| 11 | 335 00 | 265 80 | 232 90 |
| 12 | 343 30 | 271 90 | 237 60 |
| 13 | 351 60 | 278 00 | 242 30 |
| 14 | 359 90 | 284 10 | 247 00 |
| 15 | 368 20 | 290 20 | 251 70 |
| 16 | 376 50 | 296 30 | 256 40 |
| 17 | 384 80 | 302 40 | 261 10 |
| 18 | 393 10 | 308 50 | 265 80 |
| 19 | 401 40 | 314 60 | 270 50 |
| 20 | 409 70 | 320 70 | 275 20 |
| 21 | 418 00 | 326 80 | 279 90 |
| 22 | 426 30 | 332 90 | 284 60 |
| 23 | 434 60 | 339 00 | 289 30 |
| 24 | 442 90 | 345 10 | 294 00 |
| 25 | 451 20 | 351 20 | 298 70 |
| 26 | 459 50 | 357 30 | 303 40 |

All the above scales are based on a cost of living index of 141.9, and are exclusive of the interim devaluation allowance of Rs. 12 per month and the Private Sector Special Allowance.

(f) The following new clause 6A shall be added immediately after clause 6 of the Collective Agreement No. 1, 1970:—

“The Company shall pay to each of the piece rated workers covered and bound by this Agreement and annual long service award commencing in December, 1975 and thereafter in December of each succeeding year during the continuance in force of this Agreement. The long service award shall be determined in accordance with the scales contained in Schedule II attached hereto and shall be deemed to be wages only for the purpose of computation of bonus payments and Provident Fund contributions.”

(g) The following new Schedule II shall be added immediately after the new Schedule I of the Collective Agreement No. 1 of 1970 as amended—

SCHEDULE II

| Years of Service | Long Service Award Rs. |
|--------------------|---------------------------|
| 1-5 years | 80 |
| 6-10 years | 200 |
| 11-15 years | 350 |
| 16-20 years | 480 |
| 21 years and above | 620 |

OSWIN FERNANDO,
All-Ceylon Commercial and
Industrial Workers' Union.

A. FERNANDEZ,
The Beta Shoe Company of Ceylon Ltd.

January 8, 1975.

1-943—Gazette No. 149 of 75.01.31

Miscellaneous Departmental Notices

FINANCE ACT No. 11 OF 1963 AS AMENDED BY THE FINANCE AND CEYLON STATE MORTGAGE BANK (AMENDMENT) LAW No. 16 OF 1973

Notice under Section 73

BY virtue of the powers vested in me by section 73 of the Finance Act, No. 11 of 1963 as amended by the Finance and Ceylon State Mortgage Bank (Amendment) Law No. 16 of 1973, I, Hector Abhayawardena, Chairman of the Board of Directors of the People's Bank do by this notice direct every person who was interested in any premises vested in the People's Bank under the Vesting Order specified in the Schedule hereto, to make within a period of one month reckoned from 31st day of January, 1975, a written claim in terms of the said section on prescribed forms available at the office of the Land Redemption Department, People's Bank, Martinus C. Perera Building, 1674, Union Place, Colombo 2, to the whole

or any part of the compensation payable under the Finance Act, No. 11 of 1963, in respect of such premises.

The written claims in duplicate on the appropriate prescribed forms shall be forwarded to the Chairman, Board of Directors of the People's Bank, G.C.S.U. Building, No. 90, Sir Chittampalam Gardiner Mawatha, Colombo 2.

H. ABHAYAWARDENA,
Chairman,
Board of Directors, People's Bank.

People's Bank,
G.C.S.U. Building,
90, Sir Chittampalam Gardiner Mawatha,
Colombo, 15.01.1975.

SCHEDULE

Vesting Order No. 92 published in the Gazette of the Republic of Sri Lanka Extraordinary No. 125/5 dated 13.08.74.

1-955—Gazette No. 149 of 75.01.31

Loan No. 6710/3725.

THE AGRICULTURAL AND INDUSTRIAL CREDIT CORPORATION OF CEYLON

Resolution under section 71 of the Agricultural and Industrial Credit Corporation Ordinance (Chapter 402)

IT is hereby notified that the Board of Directors of the Corporation has unanimously passed the following Resolution on the 28th day of October, 1974:—

“WHEREAS Chandra Dias Abeywickrema Gunasekera of No. 7, Nagahawatta Place, Ambalanwatta in Galle, has made default in the payments due on Bond No. 1349 dated 30.12.71 attested by H. W. Dissanayake, Notary Public in favour of the Agricultural and Industrial Credit Corporation of Ceylon and there is now due and owing to the Corporation the sum of Rupees Seventeen thousand nine hundred forty seven and cents forty five (Rs. 17,947.45) on the said bond; the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon do hereby resolve that the property and premises to wit:—(1) All those lots 68 and 69 of Gonsiyahena, Gonsiyahenekanda, Gonsiyagodakanda depicted in Lease Diagram No. L 2618 dated 13.11.1969 authenticated by the Surveyor-General together with everything else thereon situated in the village of Udubettowa in

Talpe Pattu in the District of Galle, Southern Province; containing in extent 10 A. 3 R. 27 P. according to the said Lease Diagram No. L. 2618. (2) All those Lots 12 and 13 of Gonsiyagodakanda depicted in Lease Diagram No. L 2619 dated 13.11.1969 authenticated by the Surveyor-General together with everything else thereon situated in the village of Talgampola aforesaid and containing in extent 11 A. 2 R. 02 P. according to the said Lease Diagram No. L 2619. (3) All those lots 66, 70, 71, 73 and 74 of Mandagalakanda depicted in Lease Diagram No. L 2620 dated 13.11.69 authenticated by the Surveyor-General together with everything else thereon situated in the village of Talgampola aforesaid and containing in extent 15 A. 1 R. 19 P. according to Diagram No. L 2620 mortgaged to the said Corporation by the said bond No. 1348 be sold by public auction by Mr. V. A. Dahanayake, Licensed Auctioneer of Galle for the recovery of the said sum or any portion thereof remaining unpaid at the time of sale and interest then due together with costs of advertising and selling and other charges incurred in terms of provisions of section 78 of the said Ordinance.”

H. S. F. GOONEWARDENA,
General Manager.

Colombo 3, 20th January, 1975.

1-928—Gazette No. 149 of 75.01.31

Loan No. 3159.

THE AGRICULTURAL AND INDUSTRIAL CREDIT CORPORATION OF CEYLON

Resolution under section 71 of the Agricultural and Industrial Credit Corporation Ordinance (Chapter 402)

IT is hereby notified that the Board of Directors of the Corporation has unanimously passed the following resolution on the 29th day of April, 1974:—

“WHEREAS Bandaranayake Wasala Panditha Wannilake Mudiyansele Karunawathie Dassanayake wife of Dassanayake Mudiyansele Srisena Dassanayake of Kitagama, Kobeigane, has made default in the payments due on bond No. 2296 dated 27.8.66 attested by S. K. Alawwa, Notary Public, in favour of the Agricultural and Industrial Credit Corporation of Ceylon and there is now due and owing to the Corporation the sum of Rupees eleven thousand nine hundred and twenty eight and cents twenty one (Rs. 11,928.21) on the said bond; the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon do hereby resolve that the property and premises to wit: (1) all that allotment of land marked 51 C called Galawahena depicted in Plan No. 538 dated 26.5.1966 made by M. H. Navaratne, Licensed Surveyor, together with the

building, trees and plantations and everything else thereon situated at Kitagama in Kitagama Division in Baladora Korale in Dewamedihatpattu in the District of Kurunegala, N. W. P.; containing in extent 11 A. 0 R. 19 P. according to the said Plan No. 538. (2) All that allotment of land marked lot 1 (roadway) and depicted in the said Plan No. 538 of the land called Iskolewatta situated at Kitagama aforesaid and containing in extent 0 A. 0 R. 18.66 P. and (3) all that allotment of land marked lot 2 (roadway) and depicted in the said Plan No. 538 of the land called Kongahamulawatta situated at Kitagama aforesaid and containing in extent 0 A. 0 R. 11.54 P according to the said Survey Plan No. 538; mortgaged to the said Corporation by the said bond No. 2296 be sold by public auction by Mr. Lawrence F. Nanayakkara, Licensed Auctioneer of Kurunegala for the recovery of the said sum or any portion thereof remaining unpaid at the time of sale and interest then due together with costs of advertising and selling and other charges incurred in terms of the provisions of section 78 of the said Ordinance.”

H. S. F. GOONEWARDENA,
General Manager.

Colombo 3, 21.1.75.

1-929—Gazette No. 149 of 75.01.31

RECONSTITUTION OF GRAMA SEVAKA DIVISIONS IN THE RATTOTA AND UKUWELA D. R. O'S DIVISIONS IN THE MATALE DISTRICT.

IT is hereby notified for the information of general public that Uda Hapuvida now attached to the Grama Sevaka Division No. E 363 Udangamuwa in the Ukuwela D. R. O. Division in the Matale District, will be attached to the Grama Sevaka Division No. E 367-Palle Hapuvida in the Rattota D. R. O. Division and renamed as Hapuvida with effect from the 1st day of January, 1975.

(A) The following villages will fall into Grama Sevaka Division No. E 363—Udangamuwa:—

- | | |
|----------------------------|-----------------------------------|
| 1. Elkaduwa Bassar | 7. Ratwatta Estate (Portion) |
| 2. Elkaduwa village | 8. Marick Estate |
| 3. Elkaduwa Estate | 9. Kaduwela Colony |
| 4. Udangamuwa | 12. Ratwatta 'B' Colony |
| 5. Leliambe | 11. Thalingamada Colony (Portion) |
| 6. Wegala Estate (Portion) | |

(B) The following villages will fall into Grama Sevaka Division No. E. 367—Hapuvida:—

- | | |
|-------------------------|---------------------------|
| 1. Uda Hapuvida | 7. Palle Hapuvida Village |
| 2. Mahatenna Estate | 8. Alwatta |
| 3. Humugala Estate | 9. Ratwatta Colony |
| 4. Watagoda Estate | 10. Sthraithisla Colony |
| 5. Hangarankanda Estate | 11. Sthraithisla Estate |
| 6. Galge Estate | 12. Dehiattamada |

2. The Magistrate's Court, and Police Station which has jurisdiction over these Grama Sevaka Divisions, Deaths and Marriage Registrar's Division, Electoral District and Local Body to which these divisions belong to are given below for the information of the general public:—

| G. S. Division | Magistrate's Court | Births, Deaths & Marriage's Registrar's Division | Local Body | Police Station | Electoral District |
|-------------------|--------------------|--|-----------------------------------|----------------|--------------------|
| E. 363—Udangamuwa | .. Matala | .. Matala Udasiya | .. Matala Udasiya Pattuwa | .. Matala | .. Rattota |
| E. 367—Hapuvida | .. Matala | .. Matala Udasiya | .. Matala Udasiya Pattuwa North.. | .. Matala | .. Rattota |

CYRIL GAMAGE,
Government Agent, Matale.

The Kacheheri,
Matala.
25 November, 1974.

1-937—Gazette No. 149 of 75.01.31

ISSUE OF LICENCES AND RENEWALS OF LICENCES
Vadduwaikkal Fishing Regulations—1975-76

REFERENCE Regulations 2 and 11 of the Regulations published in the *Ceylon Government Gazette* No. 11,103 of April 5, 1957.

All persons qualified under Regulation 3 of the said Regulations are hereby requested to make their applications to the Director of Fisheries, Department of Fisheries, Colombo 3,

not later than February 28, 1975. Applications should be on forms available with the Fishery Inspector, Mullativu and the Grama Sevakes of Mullativu, Kallapadu and Vadduwaikkal. Applications received after February 28, 1975, will be rejected.

A. I. MOHIDREN,
 Director of Fisheries.

Colombo 3, 24th January, 1975.

1-930—Gazette No. 149 of 75.01.31

TERRITORIAL CIVIL ENGINEERING ORGANIZATION—
WESTERN REGION

Interruption to Traffic

IT is hereby notified for the information of the General Public that the section of Gampaha-Minuwangoda-Mirisawatta Road between 25½ miles Post and 26th Mile Post in Gampaha Executive Engineer's Division will be closed for all vehicular

traffic for one month with effect from 15.1.75 in order to facilitate the reconstruction of Bridge No. 26/7 on the same road. Alternative route will be through Seeduwa-Udugampola Road, Kirindiwita Assennawatta Road and Ekala-Gampaha Road.

C. M. M. ANTHONY,
 for Director of Works,
 Western Region.

1-956—Gazette No. 149 of 75.01.31

RECONSTRUCTION OF GRAMA SEVAKA DIVISIONS IN THE MONARAGALA AND KANDUKARA KORALE D. R. O'S
DIVISIONS IN THE MONARAGALA DISTRICT

IT is hereby notified for general information that Muppene G. S. Division No. 129 and Batugammana G. S. Division No. 130 in Monaragala D. R. O's Division and Yakurawa G. S. Division No. 131 in Kandukara Korale D. R. O's Division in the Monaragala Administrative District has been divided into Four G. S. Divisions named Muppene, Batugammana, Yakurawa and Kurabukkana with effect from February 3, 1975.

(A) The following villages fall into G. S. Division of Muppene No. 129 :—

- | | | |
|-------------------------------|-------------------|------------------------------------|
| (1) Monaragala (Muppene) Town | (8) Alakolawagura | (14) Enderulanda |
| (2) Pinnagolla | (9) Bakinikote | (15) Kawdawa |
| (3) Sirigala (Part) | (10) Beranhana | (16) Hulandawa Colony (Left Bank) |
| (4) Kolongolla | (11) Welewatta | (17) Hulandawa Colony (Right Bank) |
| (5) Magandanamulla | (12) Viharamulla | (18) Hulandawa |
| (6) Bandarawadiya | (13) Bootagolla | (19) Hindikiula. |
| (7) Pattiyalanda | | |

(B) The following villages fall into G. S. Division of Batugammana No. 130 :—

- | | | |
|------------------|---------------------|--------------------|
| (1) Batugammana | (7) Sirigala (Part) | (13) Naranwana |
| (2) Debeddekiula | (8) Nakkala | (14) Kurundugoda |
| (3) Waralanda | (9) Kukurumangoda | (15) Madukotewatta |
| (4) Miyanawatta | (10) Tanwatta | (16) Dehikinda |
| (5) Ella | (11) Kolongastenne | (17) Rattanapitiya |
| (6) Weliyaya | (12) Guruhela | (18) Kotigalhela. |

(C) The following villages fall into G. S. Division of Yakurawa No. 131 :—

- | | |
|------------------------|-------------------|
| (1) Yakurawa | (5) Elwatta |
| (2) Pussellawa | (6) Udagangoda |
| (3) Madukotamarawa | (7) Kotaneluwa |
| (4) Helatuntala (Part) | (8) Therappahuwa. |

(D) The following villages fall into G. S. Division of Kumbukkana No. 131 A :—

- | | |
|--------------------|-------------------|
| (1) Degalaramba | (4) Kumbukkana |
| (2) Kalawelaragama | (5) Horombuwa |
| (3) Paravila | (6) Maduraketiya. |

2. The Magistrate's and District Court and Police Station which has jurisdiction over these new G. S. Divisions; Births, Deaths and Marriages Registrar's Division; Electoral District and Local Body to which these Divisions belong are appended for general information :—

| D.R.O's Division | G. S. Division | District Magistrate's Court | Police Station | Births, Deaths and Marriages Division | Local Body | Electoral District |
|----------------------|----------------|-----------------------------|---------------------------|---------------------------------------|--|--------------------|
| (1) Monaragala | .. Muppene | .. Monaragala | .. Monaragala | .. Buttala Wedirata | .. Monaragala T. C. / Monaragala V. C. | .. Monaragala |
| (2) Monaragala | .. Batugammana | .. Monaragala | .. Monaragala | .. Buttala Wedirata | .. Monaragala V. C. | .. Monaragala |
| (3) Kandukara Korale | .. Yakurawa | .. Monaragala | .. Monaragala and Passara | .. Kandukara Korale | .. Kandukara V. C. | .. Monaragala |
| (4) Monaragala | .. Kumbukkana | .. Monaragala | .. Monaragala | .. Kandukara and Buttala Wedirata | .. Kandukara and Monaragala V. C. | .. Monaragala |

S. J. SUMANASEKERA BANDA,
 Government Agent, Monaragala District.

The Kacheheri,
 Monaragala, 13th January, 1975.

1-938—Gazette No. 149 of 75.01.31

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 *Gazettes*. 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

1975

| Month | Date of Publication | Last Date and Time of Acceptance of Notice for Publication in the Gazette |
|----------|---------------------|--|
| January | Friday 03.01.75 | 12 Noon Friday 27.12.74 |
| | Friday 10.01.75 | 12 Noon Friday 03.01.75 |
| | Friday 17.01.75 | 12 Noon Friday 10.01.75 |
| | Friday 24.01.75 | 12 Noon Friday 17.01.75 |
| | Friday 31.01.75 | 12 Noon Friday 24.01.75 |
| February | Friday 07.02.75 | 12 Noon Friday 31.01.75 |
| | Friday 14.02.75 | 12 Noon Friday 07.02.75 |
| | Friday 21.02.75 | 12 Noon Friday 14.02.75 |
| | Friday 28.02.75 | 12 Noon Friday 21.02.75 |
| March | Friday 07.03.75 | 12 Noon Friday 28.02.75 |
| | Friday 14.03.75 | 12 Noon Friday 07.03.75 |
| | Friday 21.03.75 | 12 Noon Friday 14.03.75 |
| | Thursday 27.03.75 | 12 Noon Friday 21.03.75 |
| April | Friday 04.04.75 | 12 Noon Thursday 27.03.75 |
| | Friday 11.04.75 | 12 Noon Friday 04.04.75 |
| | Friday 18.04.75 | 12 Noon Friday 11.04.75 |
| | Thursday 24.04.75 | 12 Noon Friday 18.04.75 |
| May | Friday 02.05.75 | 12 Noon Thursday 24.04.75 |
| | Friday 09.05.75 | 12 Noon Friday 02.05.75 |
| | Friday 16.05.75 | 12 Noon Friday 09.05.75 |
| | Friday 23.05.75 | 12 Noon Friday 16.05.75 |
| | Friday 30.05.75 | 12 Noon Friday 23.05.75 |
| June | Friday 06.06.75 | 12 Noon Friday 30.05.75 |
| | Friday 13.06.75 | 12 Noon Friday 06.06.75 |
| | Friday 20.06.75 | 12 Noon Friday 13.06.75 |
| | Friday 27.06.75 | 12 Noon Friday 20.06.75 |

L. W. P. PEIBIS,
Government Printer.

Department of Government Printing,
Colombo, January 01, 1975.