

14, 1969

14

IN THE PRIVY COUNCIL

No. 30 of 1968

ON APPEAL
FROM THE SUPREME COURT OF CEYLON

IN THE MATTER of a Rule under Section 47 of the
Courts Ordinance (Chapter 6)

RAJAH RATNAGOPAL

Appellant

UNIVERSITY OF LONDON
INSTITUTE OF ADVANCED
LEGAL STUDIES
- 9 MAR 1970
25 RUSSELL SQUARE
LONDON, W.C.1.

RECORD OF PROCEEDINGS

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Solicitors for the
Attorney General of Ceylon

(i)

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RECORD OF PROCEEDINGS

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1.

IN THE PRIVY COUNCIL

No. 30 of 1968

ON APPEAL
FROM THE SUPREME COURT OF CEYLON

IN THE MATTER of a Rule under Section 47 of the
Courts Ordinance (Chapter 6).

RAJAH RATNAGOPAL Appellant

R E C O R D O F P R O C E E D I N G S

NO. 1

CEYLON GOVERNMENT GAZETTE (EXTRAORDINARY)
No. 14,540

THE CEYLON GOVERNMENT GAZETTE
(Extraordinary)

No. 14,540 - FRIDAY, October 22, 1965.

PART I: SECTION (I) - GENERAL

Proclamations by the Governor-General.

G-G.O. No.109/65.

By His Excellency William Gopellawa, Member of
the Most Excellent Order of the British
Empire, Governor-General and Commander-in-
Chief of the Island of Ceylon and its
Dependencies.

W. GOPALLAWA

(Seal)

No.1

Ceylon
Government
Gazette
(Extraordinary)
No.14,540

22nd October
1965

10

20

No. 1
Ceylon
Government
Gazette
(Extraordinary)
No. 14,540
22nd October
1965
(continued)

To: Emil Guy Wikramanayake, Esquire, Queen's
Counsel.

Greetings:

WHEREAS it appears to me to be necessary
to appoint a Commission of Inquiry for the
purposes hereafter mentioned:

Now, therefore, I, William Gopallawa,
Governor-General, reposing great trust and
confidence in your prudence, ability and
fidelity, do, in pursuance of the provisions
of section 2 of the Commissions of Inquiry
Act (Chapter 393), by these presents appoint
you, the said Emil Guy Wikramanayake, to be
my Commissioner for the purpose of -

10

- (1) Inquiring into, and reporting on, whether,
during the period commencing on the first
day of June 1957, and ending on the
thirty-first day of July, 1965, all or
any of the following acts or things,
hereafter referred to as "abuses",
occurred, directly or indirectly, in
relation to, or in connection with, all
such tenders (including quotations or
other offers by whatsoever name or
description called) made by persons or
bodies of persons (other than any local
authority or Government department),
hereafter referred to as "contractors",
for the performance of contracts for
the construction of buildings or any
other works (including contracts for
the supply of services or equipment in
connection with such first-mentioned
contracts), by whatsoever name or
designation called, for or on behalf
of any Government department, and all
such contracts of the description herein-
before referred to given to contractors,
whether in consequence of the making of
tenders or otherwise, as you the said
Commissioner may in your absolute discretion
deem to be, by reason of their implications,
financial or otherwise, to or on the
Government, of sufficient importance in
the public welfare to warrant such
inquiry and report (hereafter referred

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3.

to as "relevant tenders" and "relevant contracts", respectively:-

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(continued)

- 10 (a) any such relevant tender was received, taken custody of, scrutinised, or disposed of, in such circumstances that the only reasonable presumption is that there was any impropriety, negligence, omission or misconduct on the part of any person in respect of any matters relating to such receipt, custody, scrutiny or disposal;
- 20 (b) any such relevant contract was given to any such contractor in such circumstances that the only reasonable presumption is that there was any impropriety, negligence, omission or misconduct on the part of any person in respect of any matter relating to the giving of such contract to that contractor;
- (c) any such relevant tender was accepted, or any such relevant contract was given, from or to any such contractor in any improper manner or for any corrupt or improper motive or purpose;
- 30 (d) any such relevant tender was accepted, or any such relevant contract was given, from or to any such contractor upon terms and conditions intended or likely to allow any undue profits or other special benefits and concessions to that contractor, and in particular, but without prejudice to the generality of the preceding provisions of this sub-paragraph, any such terms and conditions
- 40 relating to benefits or concessions in respect of the release of foreign exchange, the grant of import control licences or permits for the import of goods, materials and other equipment, and the reimbursement by the Government of

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 1965
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- any customs duty paid or payable by or on behalf of that contractor for goods, materials and other equipment imported by or on behalf of that contractor, and, if so, the approximate value of such profits, benefits or concessions and the authority under which the terms and conditions relating to such profits, benefits or concessions were allowed;
- (e) any such relevant tender was accepted, or any such relevant contract was given, from or to any such contractor on terms and conditions, financial or otherwise, less advantageous than they could or should have been to the interests of the Government; 10
- (f) any such contractor was allowed by any Government department the special benefits or concessions referred to in subparagraph (d) of this paragraph, otherwise than under the terms or conditions of his relevant contract, and if so, their approximate value, and the authority under which they were so allowed; 20
- (g) any person, otherwise than in the course of his duty, directly or indirectly, by himself or by any other person, in any manner whatsoever, influenced or attempted to influence the decision of any other person who was authorised or empowered to make such decision in respect of any matter relating to the receipt, custody, scrutiny or disposal of any such relevant tender, or the giving or performance of any such relevant contract; 30
- (h) any person who was authorised or empowered to make any decision in respect of any matter relating to the receipt, custody, scrutiny or disposal of any such relevant tender, or the giving or performance of any such relevant contract, accumulated any money or purchased any securities or any property, movable or immovable, whether in his own name, or in the name of his wife, any dependant, any relative, or any other person of his or her or such relative's or dependant's behalf in such circumstances 40

that the only reasonable presumption is that such accumulations and purchases were made or effected as a result of bribery or corruption in relation to that tender or contract;

- 10 (i) any officer of any Government department accepted or received from contractors or otherwise, directly or indirectly, bribes, secret commissions, fees, gifts, favours, rewards or any other benefits or advantages in such circumstances that the only reasonable presumption is that they were so accepted or received in respect of any matter relating to the receipt, custody, scrutiny, or disposal of any such relevant tender, or the giving or performance of any such relevant contract;
- 20 (j) any person not being an officer referred to in sub-paragraph (i) of this paragraph, accepted or received, directly or indirectly, bribes, secret commissions fees, gifts, favours, rewards or any other benefits or advantages from contractors or others in such circumstances that the only reasonable presumption is that they were so accepted or received in respect of any matter relating to the receipt, custody, scrutiny or disposal of any such relevant tender, or the giving or performance
- 30 of any such relevant contract;
- (k) any person, directly or indirectly, caused loss to the Government by negligence, failure of duty, failure to exercise proper supervision, or want of proper care, in regard to the receipt, custody, scrutiny or disposal of any such relevant tender, or the giving or performance of any such relevant contract;
- 40 (l) any person caused loss to the Government by the faulty measurement of works completed, or by the giving of false or incorrect certificates as to work done, workmanship, quantities, specifications etc., in the course of the performance of any such relevant contract;
- (m) the actual measurements of any work or

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Ceylon
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(continued)

No. 1
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1965
(continued)

works or any part thereof, done in the course of the performance of any such relevant contract, were below the specifications in that contract or the appropriate relevant tender relating to such contract, and if so, whether any person profited thereby;

- (n) any corruption on the part of any persons in respect of the receipt, custody, scrutiny or disposal of any such relevant tender, or the giving or performance of any such relevant contract, and if so, the nature and extent of such corruption; and 10
- (2) making such recommendations as you the said Commissioner deems necessary as a result of the inquiry to prevent the recurrence of such abuses in the future, and, in particular, with regard to the law, practice and procedure relating to the custody, receipt, scrutiny or disposal of tenders for the performance of contracts with Government departments, the giving or performance of such contracts, and the supervision of the performance of such contracts: 20

And I do hereby direct you, the said Commissioner, to recommend to me the action that should be taken against the persons, if any, whom you have found to be guilty of any such abuses: 30

And I do hereby authorise and appoint you, the said Commissioner, to hold all such inquiries and make all such investigations into the aforesaid and other like matters as may appear to you to be necessary, and require you to transmit to me, with as little delay as possible, a report thereon under your hands:

And I do hereby direct that the inquiry shall, except where you may deem it necessary or advisable to take proceedings in camera, be held in public. 40

And I do hereby require and direct all public officers and other persons to whom you may apply for assistance or information

for the purposes of your inquiries and investigations to render all such assistance and furnish all such information as may be properly rendered and furnished in that behalf.

Given at Colombo, under the Seal of this Island, this Twenty-second day of October, One thousand nine hundred and sixty-five.

By His Excellency's command,

10

N. Wijewardane,

Secretary to the Governor-General.

NO. 2
PROCEEDINGS

9.45 a.m.

2.9.67

Contracts Commission

Present: E.G. Wickremanayake, Esq., Q.C.
Commissioner.
Mr. R.A. Kannangara, Advocate, with
Mr. E.D. Wikremanayake, Crown Counsel,
instructed for the Attorney General.
Mr. B.C.F. Jayaratne, Advocate,
instructed by Mr. Samson de Silva
for Mr. Premaratne.
Mr. H.R. Premaratne.
Mr. C.M. Perera
Mr. V. Thirunavukkarasu
Mr. A.F. Deane.
Mr. A.M.M. Sahabdeen, Secretary.

20

30

40

Mr. Kannanara: Before we start leading evidence, may I invite attention to a matter: I feel that summons will have to go to England. My friend and I had decided to start upon the Kandy Water Supply Scheme after the Eye Hospital Contract inquiry. You allowed summons on Mr. Raja Ratnagopal, who resides at No. 7, Queen's Avenue, Colombo 7. The order for summons was made on the 4th of July. I believe papers were made ready and eventually summons was prepared. I made a further application that summons be served through the Police.

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Ceylon
Government
Gazette
(Extraordinary)
No. 14,540
22nd October
1965
(continued)

Before the
Contracts
Commission

No. 2
Proceedings
2nd September
1967

Before the
Contracts
Commission

—
No. 2

Proceedings

2nd September
1967

(continued)

On the 10th of July summons were prepared. Summons was despatched to his house. The officer who went to serve summons reported that Mr. Ratnagopal, having been in the Island for some months in the year, had left on the 5th or 6th of July.

Commissioner: Are your facts right. Was the 10th not the date for the return to summons.

Crown Counsel: 13th July was the date for the return.

10

Commissioner: I remember your mentioning the fact that he was in Ceylon at the time. It is said that he is a person who comes and goes. In the circumstances we had to start on the Central Telegraph Office contract.

Mr. Kannangara: I apply for summons to be served on Mr. Raja Ratnagopal in London personally and through the High Commission.

Commissioner: I think that the issue of summons on Mr. Raja Ratnagopal has become imperative. We cannot wait indefinitely for his return. I direct that summons be sent to Mr. Raja Ratnagopal for service on him by registered post, to his address in London, and also that a copy be sent to the High Commissioner with a request to the High Commissioner to have it served on Mr. Rajah Ratnagopal.

20

Mr. Kannangara: I would like to discuss with my friends as to how long the C.T.O. contract inquiry will take. I may ask for summons on Mrs. Ratnagopal, who was one of the Co-Directors of the firm.

30

Commissioner: When that application is made, I will consider it. The application for summons on Mr. Ratnagopal is allowed to be issued in the manner directed.

Contracts Commission 7/10/67Before the
Contracts
CommissionNo. 2

Proceedings

7th October
1967

Present: E.G. Wikremanayake, Esq. Q.C.,
Commissioner.
Mr. E.D. Wikremanayake, Crown
Counsel, instructed for
Attorney General.
Mr. R.R. Nalliah, Advocate,
instructed by Mr. Strong, for
Mr. A. Ratwatte.
Mr. A.M.M. Sahabdeen, Secretary.

10

Mr. Nalliah: Mr. Ratwatte is ill, with high fever, and unable to be present today. I believe he has sent a medical certificate, which will reach the Commission today. Notice was served on him on the 5th. I received a telephone call to say that the medical certificate was posted last night.

Commissioner: When will he be able to come.

Mr. Nalliah: In about 10 days.

20

Commissioner: Is there any likelihood of Mr. Ratwatte leaving the Island shortly.

Mr. Nalliah: No.

Commissioner: What is the fever - due to what?

Mr. Nalliah: I do not know, Sir.

Commissioner: We are sitting on the 17th. Let him appear on the 17th morning.

9.30 a.m.Contracts Commission 17/10/6717th October
1967

30

Present: E.G. Wikramanayake, Esquire, Q.C.
Commissioner.
Mr. E.D. Wikremanayake, Crown Counsel,
instructed for the Attorney General.
Mr. R.R. Nalliah, Advocate, instructed
by Mr. Strong for Mr. Ratwatte.
Mr. A. Ratwatte.
Mr. A.F. Deane.
Mr. T. Thirunavukkarasu.

Before the
Contracts
Commission

No. 2

Proceedings
17th October
1967
(continued)

Mr. Nalliah: May I inquire in connection with what offence Mr. Ratwatte has been summoned.

Commissioner: He has been summoned to give evidence in respect of a contract I am investigating, the Kandy Water Supply contract, and his evidence will be material. He will be questioned about these matters. He was summoned as a witness. He was not even noticed as a person who will have to defend himself. You have chosen to appear for him.

10

Mr. Nalliah: I just wanted to know whether there were any allegations against him.

Commissioner: At the present moment no allegations have been made. No evidence has been led. It may well be that matters may arise for which he will have to offer explanation. The scope of the Commission is one that is well known to the Public. It has been advertised. It is to investigate certain contracts, all contracts between 1956 and 1965 - all Government contracts, notice irregularities and report. I may have to make findings against people in regard to their conduct. In the first instance, I have to investigate into irregularities - and there seem to be irregularities about the manner in which the Kandy Water Supply Contract was entered into, the manner in which it was carried out. All those matters I will investigate, and the evidence of any person who is in a position to give evidence in regard to those matters will be relevant.

20

30

No. 3

Evidence
Ashmore S.
Ratwatte

NO. 3

ASHMORE S. RATWATTE

Mr. A. RATWATTE, affirmed:

Crown Counsel:

Q. What is your full name?

A. Ashmore Senaka Ratwatte.

Q. What is your age?

A. 29 years.

Q. What is your father's name?

A. Senaka Luke Ratwatte.

Q. Where does he live?

A. 177, Mahaiyawa, Kandy.

Q. Have you any brothers?

A. One - P.N. Ratwatte.

Q. Any sister?

A. Three sisters - Mrs. Muthetuwegama, Mrs. Molamure and Mrs. Madugala.

10 Q. Do you know C.W. Ratwatte?

A. That is my mother.

Q. You were educated at Trinity College?

A. Yes.

Q. What were you doing after leaving school?

A. I was working in the Kandy Power House for 6 months. After that I joined the Bank.

(Commissioner: What was the educational qualification you ultimately obtained at Trinity?

20 A. Senior School Certificate).

Q. Was it a Senior School Certificate or the G.C.E.

A. Senior School Certificate.

Q. Then you joined the Mercantile Bank, Kandy?

A. Yes.

Q. As what?

A. As cashier.

Q. Your father is the Shroff of the Bank?

A. Yes.

30 Q. What did you do subsequently?

A. I was in the Bank for 1½ years.

Q. What was your salary?

A. Rs. 276/- -er month.

Q. Then you left for England on the 24th of May 1962?

A. Yes.

Before the
Contracts
Commission

No. 3

Evidence
Ashmore S.
Ratwatte
(continued)

Q. Why did you go to England?

A. To do a course of Banking in London.

Q. Was that arranged for you at the time you left Ceylon?

A. No. My father knew some of the people in the Bank there.

Q. You just went to England on your own. Some time after you did the course of Banking.

A. Yes.

Q. At the time you left did you know Rajamandri Jaya Ghandi Ratnagopal? 10

A. I knew him as Raja Ratnagopal.

(Commissioner: Where did you get to know him?)

A. We knew him long years through Mrs. F.R. Senanayaka, whose daughter's daughter, Malini Samarakkody is married to him.)

Q. Siripala Samarakkody's daughter?

A. Yes.

Q. Before you went to London you knew Ratnagopal? 20

A. Yes.

Q. In August you got to London?

A. Yes.

Q. Did you get exchange to go there?

A. Yes.

Q. Did you take the allowed amount?

A. They gave me £.150.

(Commissioner: The ordinary tourist's allowance at that time?

A. Yes.)

30

Q. What did you do with that £.150?

A. I took it with me and kept it for expenses.

Q. Did you open a Bank account in London?

A. Yes, in the Mercantile Bank.

Q. Did you deposit any money in it?

A. Whenever I got anything, after I started working, I deposited, not all.

Q. You used it as a Current account?

A. Yes.

Q. When you got to London, where did you stay?

A. The first few weeks I stayed at 65A Chester Square, London, S.W.1.

Q. That belongs to Ratnagopal?

A. Yes.

Q. How long did you stay there?

A. I think three or four months.

10 Q. Then you moved into 3, Eton Terrace, London, S.W.2?

A. Yes.

Q. That also belonged to Ratnagopal?

A. Yes.

Q. How long did you stay there?

A. For about 6 or 7 months.

Q. Where did you move to after that?

20 A. I was not there and I was working in other places. That is where I stayed most of the time.

(Commissioner: After 6 or 7 months where were you?

A. I moved into 145, Chatworth Court, Pembroke Road).

A. That also belong to Ratnagopal?

A. Yes.

Q. You had a very close association with Ratnagopal when you were in London?

A. Yes, even here.

30 Q. What were you doing in London?

A. I worked for Mr. E.A. Crane.

Q. Who is he?

A. A friend of Mr. Ratnagopal.

(Commissioner: What did he do?

A. He is a person who has a Shipping agency and a Bank of his own).

Q. Has Mr.E.A. Crane got business dealings with Mr. Ratnagopal to your knowledge?

A. I do not know.

Before the
Contracts
Commission

—————
No. 3

Evidence
Ashmore S.
Ratwatte
(continued)

Before the
Contracts
Commission

No. 3

Evidence
Ashmore S.
Ratwatte
(continued)

Q. Mr. Crane was a Director of N. Burston & Co.?

A. Yes.

Q. You said you worked for him?

A. From the time to January, the Shipping Agency and I was doing the course of Banking. They were also Bankers.

(Commissioner: What is the Bank.

A. The name of the Bank is N. Burston & Co.)

Q. Is it your position now that you were working for Mr. Crane at the Bank? 10

A. Yes.

Q. Did you work at any other Bank?

A. I worked at London and Asian Mercantile Produce Co. Ltd.

Q. You worked there?

A. That was a part-time job, in the evenings, to file all the letters up and receive letters.

(Commissioner: That is also a Bank?

A. Yes). 20

Q. That is a Company of Mr. Ratnagopal?

A. Yes.

Q. You are personally aware of that?

A. Yes.

Q. Are you aware of the Directors of that Company - is Mr. Crane a Director of that company as well?

A. I am not aware.

Q. Did you work regularly for Burston & Co? 30

A. Yes.

Q. Daily?

A. From 8.30 to 1 in the afternoon.

Q. Regularly?

A. Yes.

Q. At London and Asian?

A. In the afternoon from 2.30 till late at night.

Q. How late?

A. 6.30.

Q. How long was this going on?

A. For about 15 months.

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Q. From what date?

A. From the time I went to London.

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Q. From August 1962 - 15 months?

A. Yes.

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(continued)

Q. You returned to Ceylon?

A. In November 1963.

10 Q. Were you paid by Mr. Crane?

A. Yes.

Q. How much?

A. £.673 - he gave to Mr. Ratnagopal.

(Commissioner: How much did you get by way of pay - at the end of it he gave a lump sum?

A. I did not want the money. I thought I might spend it if I kept it. So I asked him to give it to him. He was a good friend of Ratnagopal.

20 Q. Throughout the period you worked for Crane you drew nothing at all from time to time - weekly or monthly?

A. Weekly salary of £16.

Q. Which you did not draw?

A. No.

Q. Which was accumulated?

A. Yes.

Q. Which was ultimately paid to Ratnagopal in a lump sum of £673?

A. Yes)

30 Q. That is from Burston & Co?

A. Yes.

Q. London & Asian Mercantile Produce Co?

A. £375.

Commissioner:

Q. That was paid in a lump sum to Mr. Ratnagopal?

A. Yes. I used to ask Mr. Ratnagopal for money when I did not have any money. My board and lodging were free.

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Evidence
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(continued)

Crown Counsel:

Q. That is you were staying with Mr. Ratnagopal?

A. Yes, at L.A.M.P.

Q. Were you paid a salary?

A. I was paid just an allowance like a "Santhosam"

Q. Off and on you said you drew moneys from Mr. Ratnagopal?

A. Yes, £5, £4 and £3.

Q. Totalling for a period of about 15 months?

A. I can't remember.

10

Q. Did you work at Barclay's Bank?

A. I used to go there for lectures.

Q. Mr. Ratwatte, on a previous occasion you made statements to Mr. Selvaratnam of the C.I.D.?

A. Yes.

Q. Do you remember saying this - "Soon after I arrived in England, I tried to get employment and I saw Mr. Crane of Burston & Co. Ltd."

A. I came to know Mr. Crane through Mr. Ratnagopal who gave me a letter. Mr. Crane fixed me up as a trainee student at Barclay's Bank Ltd. During this period I was working as a trainee. Mr. Crane said he will pay me an allowance.

20

Commissioner: Crane was paying you an allowance during the period you were attached to Barclay's Bank?

A. Yes.

Q. Did you attend Barclay's Bank as a trainee student?

A. Yes.

30

Crown Counsel: When did you start working at Barclay's Bank?

A. In September 1962.

Q. Till?

A. On and off I used to go to all the departments.

Q. That is your position?

A. Yes.

Commissioner: How often?

A. For a week about 3 or 4 times.

Q. Three or four times you went to the Bank, and you were attached as a trainee student?

A. Yes.

Crown Counsel: Did you say - I started to work at Barclay's from 1.9.62. I was working there till early July 1963.

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(continued)

Commissioner: Did you tell this to Mr. Selvaratnam.

10

A. I did not tell that I worked because they did not give us anything to do but showed us what to do, while I was working here, I got a letter from my father.

Q. Doesn't that make it clear that you had a continuous job at Barclay's Bank, and in 1963, got transferred to the Mercantile Bank?

A. No answer.

20

Crown Counsel: Is it your position that you attended Barclay's Bank for an hour or so?

A. Only for an hour a day from 8.30 till 9.30 a.m.

Commissioner: You have been just telling me that you worked at Barclay's from 8.30 to 4 p.m.?

A. Mr. Crane said that I can go to Barclay's Bank to do some work and come back again.

30

Q. Is it possible Mr. Ratwatte that you were actually working at the Barclay's Bank from 10th September 1962 till 16th March 1963?

A. I can't very well remember.

Commissioner:

Q. You started in September and stopped in March? Will the dates be approximately correct?

A. I can't remember.

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(continued)

Crown Counsel: Could you remember telling Mr. Selvaratnam:-

"I used to go at 8.30 a.m. and finish my work at 3 p.m."

Commissioner: Did you tell that to Mr. Selvaratnam?

A. I can't remember.

Q. How can you forget if you said that it was correct? Were you speaking the truth when you gave the answer to Mr. Selvaratnam?

10

A. Yes.

Q. And if Mr. Selvaratnam has recorded that you said that you went to Barclay's Bank at 8.00 and worked till 3 p.m. will that be an incorrect statement?

A. No answer.

Q. Do you deny having said that to Mr. Selvaratnam?

A. I can't remember.

Q. Did you sign the statement?

20

A. Yes.

Q. Mr. Selvaratnam got it down in a statement which you signed, and are you suggesting that while you were making the statement, Selvaratnam put in something which you have not said?

If you are suggesting, make your suggestion?

A. No answer.

Q. Do you remember reading the statement recorded by Mr. Selvaratnam?

A. I did not read over the statement. I signed it.

30

Q. You saw him writing it down?

A. Yes.

Q. Are you suggesting that he wrote down on the spur of the moment as you were telling him something, something different from what you were saying?

A. I don't say that.

Q. He has taken down a statement under your signature, and he has noted that you worked at Barclay's from 8.30 to 3 p.m. Is that correct or not correct?

A. I can't remember.

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10 Q. Mr. Ratwatte, 5 years ago you can't remember how many hours you worked at the Bank? One year ago you made a statement in which your recollection was that you had worked from 8.30 to 3 p.m. Is the recollection fresher at that time.

Evidence
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(continued)

Q. Did you remember things better at that time?

A. I must have.

Q. The more correct statement is made there than what you are saying now?

A. No answer.

Q. You know what this complaint is about?

A. Yes.

20 Q. You know the main thing that requires explanation from you?

A. Yes.

Q. Isn't the main thing that requires explanation from you is that you got some money?

A. Yes.

Crown Counsel: Did you say that you followed a course of studies in the institute of Bankers in the evening from 5 p.m.?

30 Commissioner: The Institute of Bankers is a school or an institution where they teach banking?

A. Yes. While I was working at Mr. Crane's Office, I used to go and work there.

Q. You worked from 8 to 8.30 at Barclay's, and in the evening you worked at the Institute of Bankers.

A. Once a week I used to go.

40 Q. The Institute of Bankers is at Lombard Street?

A. There are so many branches.

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(continued)

Q. To which branch did you go?

A. Fenchurch Street Branch.

Crown Counsel.

Q. Did you have to register yourself in the
Institute of Bankers?

A. Mr. Crane knew the Secretary.

Commissioner: He may have introduced you as a
student, but have you registered yourself as
a student?

A. No.

10

Q. Then they allowed you to follow a course
without registration?

A. You can go and read books.

Q. You did not follow any course?

A. No.

Q. There is a library in the Institute of Bankers.

Crown Counsel: Did you work anywhere else in
any other Bank?

A. I worked in the Mercantile Bank.

Q. Were you paid for that?

20

A. Yes.

Commissioner: First of all, from what day to
what day?

A. From July 1963.

Q. Till you came in November 1963?

A. Yes.

Q. And how much did the Mercantile Bank pay you?

A. £11 a week. I was working in the Inward
Bills and outward bills. I was paid by the
Bank.

30

Q. Then you have worked for the full banking
hours?

A. Yes.

Q. From July till November, you have worked from
8 in the morning till 4 in the evening?

A. Yes.

Q. A full time job?

Crown Counsel: You said you were paid £11 a week?

A. Yes.

Q. That is £44 a month?

A. Yes.

Q. Is there income tax on that?

A. Yes, I have paid income tax.

Commissioner: There would then be receipts of deductions of income tax?

10

A. Yes.

Crown Counsel: You are certain of that amount, £44 a month?

A. Yes.

Q. It would not be correct to say that you were paid £65 a month?

A. No.

Q. You have told Mr. Selvaratnam that you were paid £44 a month?

A. Yes.

20

Q. Subsequently you were questioned by Mr. V.M.P. Jayatileke? Inspector C.I.D.?

A. Yes.

Q. And you said approximately £65 a month?

A. £44 a month.

Commissioner: How did it become £65 at the time you were questioned by Mr. Jayatileke?

Crown Counsel:

30

Q. How did you stay at 18, Rothway Terrace, Wimbledon?

A. No.

Q. Did you tell Jayatilaka that you stayed there?

A. No.

Q. Did Jayatilake question you at your address at Nedimala, Dehiwala?

A. I remember he came when I was down with Hepatitis. My wife told me that Jayatilaka had come.

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Q. Did you sign the statement which he recorded?

A. No answer.

Q. Your wife told him that you had hepatitis?

A. I went and spoke to him.

Commissioner: In spite of your having hepatitis?

A. He saw me and I told him that I got hepatitis.

Commissioner: Did he ask you to make a statement
in regard to hepatitis or in regard to any
other matters? Did he question you as to
what you did in England?

A. I cannot remember.

10

Crown Counsel: Did you sign that statement?

A. I cannot remember.

Q. Did you tell him then that you were in
England undergoing a course of training
and thereafter you lived at 18 Rothway
Terrace, Wimbledon, which was the place you
stayed while in England? If you said that,
it is totally false?

A. Yes.

20

Q. And you did not know a place called Rothway
Terrace?

A. I knew some friends there?

Q. You never stayed there?

A. No.

Commissioner: You were staying at Ratnagopal's
place at Stratford Court?

A. Yes, it is just near Earl's Court; there is
a tube station.

Crown Counsel: If you worked at the Mercantile
Bank from 9-4, how did you work at the
London & Asian Mercantile Produce Co. Ltd?

A. In the evening.

30

Q. From what time?

A. After I go to work.

Commissioner: You told me that you work there
from 2.30 p.m. to 6 p.m.

A. Some days I go there.

Commissioner: Why did the London and Asian Produce Co. Ltd. make a payment of £375 to you?

A. Because I was looking after three Flats.

Crown Counsel: You were looking after three Flats and for that you were paid £375?

Commissioner: Where were these Flats situated?

A. One at Rothway Terrace and two at Earl's Court.

10 Crown Counsel: These were Ratnagopal's Flats?

A. Yes.

Q. You were looking after these Flats in what sense?

A. Collecting the rent and cleaning up the place.

Commissioner: Are there no caretakers for these Flats?

A. No. There was an old gentleman. He was not handling it very well.

20 Q. So much as the caretaker was concerned, in the case of Flats the rent will be paid to Ratnagopal?

A. Yes.

Q. So far as cleaning up was concerned, the caretaker would see to it that cleaning is done, that is a lot of manual labour has to be done?

A. Cleaning up of the Flats.

30 Commissioner: That is all a caretaker does in the Flats, you take a Flat, you pay rent to the Landlord and the caretaker is responsible for cleaning the passages outside. The caretaker every morning comes with a brush and a hoover and cleans the banisters and passages. Had you to attend to that work?

A. I did that work.

Commissioner: You did the work of cleaning the passages?

40 A. Yes.

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Commissioner: At what time did you do that work?
A. In the evening.

Crown Counsel: Did any other members of the family
come to London while you were there?

A. Yes, my sister and mother came in 1962.

Q. For how long were they with you?

A. For three months.

Q. They were also staying at Stratford Court?

A. With Mrs. Ratnagopal.

Q. Were they paying rent?

A. No.

10

Q. Now you brought a car from London?

A. Yes.

Q. What was the car?

A. Pugeot 404.

Q. Is it a Station Wagon?

A. No.

Q. A car?

A. Yes.

Q. What is the present registered number of that car? 20

A. 8637.

Q. Is it a 4 Sri series?

A. Yes.

Q. You bought that in London?

A. Yes.

Q. How much did you pay for it?

A. £684.10.6.

Q. Without freight?

A. Yes.

Q. How did you pay for it?

A. Ratnagopal had money at that time.

30

Q. You liked the car?

A. Yes.

Q. You were asked to make a deposit, and
they refused to accept a cheque from you?

A. Yes.

Q. And you had to pay £200?

A. Yes.

Q. How did you pay for it?

A. I asked Ratnagopal for the money.

Q. And he said he will pay £200?

A. Yes.

Commissioner: Did he pay £200?

10 A. He must have paid it. I do not know. I remember a sales representative coming and meeting him and giving figures for that.

Commissioner: Do you expect that it was bought without payment, you do not know where and how it was paid for - whether by cheque or by cash?

A. It must have been.

Crown Counsel: There was a balance of £484.10.6. still to be paid?

A. Yes.

20 Q. Ratnagopal paid it?

A. Yes.

Commissioner: You did not make payment?

A. No.

Crown Counsel: All you know is that you selected the car, you spoke to Ratnagopal, that you had that car delivered at Stratford Court and you collected it?

A. Yes.

30 Q. Now you do not know on what Bank the two cheques were drawn?

A. No.

Q. You know nothing about payment?

A. These are personal things which I do not know.

Q. In the meantime you had your Bank account?

A. Yes.

Q. Were you operating that Bank A/C?

40 A. I did not have much money to operate an account. I put money and whenever I needed it I got it back.

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Q. Whenever you wanted money you ask Ratnagopal for £4 or £5. You got no money in Ceylon?

A. Only £150.

Q. You used this car for four months and gave it to the Company requesting them to ship it to Ceylon, and you applied to the Controller of Imports and Exports for a permit?

A. Yes.

Q. And you got a permit?

A. Yes.

10

Q. The shipping costs were £166.8.7.?

A. Yes.

Q. How did you pay that amount?

A. I had money and paid it.

Q. You had money in your account and you paid for it?

A. Yes.

Q. Did you apply to the Controller of Imports and Exports before or after you came to Ceylon?

A. When I was in England.

20

Q. Did you get a permit when you were in England?

A. They did not send me a reply.

Q. Till you returned to Ceylon, the car was in England?

A. Yes.

Q. How did you return to Ceylon?

A. My father paid for the ticket here. When I went up and down he paid the money here.

30

Q. When you came back to Ceylon where were you staying?

A. I was staying with my sister after I came to Ceylon. Then I went to Kandy for two weeks. Then I came to the Mercantile Bank.

Q. Where were you living?

A. In 64, Jawatte Road.

Q. Were you staying at 7, Queen's Avenue, Colombo 3, the bungalow of Ratnagopal? Did you tell Mr. Selvaratnam when you made a statement that "I came back from England, and I was staying at 7, Queen's Avenue, Colombo 3?"

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Commissioner: Did you say that to Mr. Selvaratnam?

A. No.

10 Crown Counsel: If you had stayed there, is it true or false?

A. This is the statement which Mr. Selvaratnam recorded. This is the first time anybody questioned you when you came out with certain things and Mr. Selvaratnam recorded your statement and he has noted that. He read it over to you and in any event you had signed that statement. And in that statement there is this - "when I came

20 back to Ceylon I stayed in 7, Queen's Avenue, which is the bungalow occupied by Ratnagopal". Did you say that?

A. No, I used to go there off and on.

Commissioner: That is not the answer. Did you stay with him?

This is something which Mr. Selvaratnam has introduced into your statement?

A. I do not know.

30 Commissioner: How did you happen to be there? Do you say that Mr. Selvaratnam introduced it?

A. I stayed at 7, Alfred House Gardens.

Commissioner: Then you say that Mr. Selvaratnam recorded statement of yours at Alfred House Gardens and not at Queen's Avenue?

A. Because when you said Alfred House Gardens, it is next to Queen's Avenue, and he wrote it down as Queen's Avenue. He should have put it down as "at the house

40 of Ratnagopal".

Crown Counsel: Are you trying to dissociate yourself with Ratnagopal?

A. No.

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Q. Have you written any letter bearing this address in connection with your car - 7, Queen's Avenue, Colombo 3?

Commissioner: In connection with your car you had to write certain letters - have you written any letters with the address at the top, 7, Queen's Avenue, Colombo 3?

A. I cannot remember that.

Commissioner: If you had done so, will that indicate that you were living at 7, Queen's Avenue? 10

Crown Counsel: He said he was working at the Mercantile Bank?

Commissioner: You write letters don't you?

A. Yes.

Commissioner: When you write letters the address is given at the top to which people will send a reply and when you put the address in order that the person may send you a reply, you put "7, Queen's Avenue, Colombo 3., "that would be the place to which somebody would send a reply. Were you expecting to get a reply because you were living there? 20

Crown Counsel: Did you do that?

A. When I first came I gave the address as Queen's Avenue.

Commissioner: Why?

A. Because in Colombo I was not sure where I was going to stay.

Crown Counsel: Wherever you were going to stay you had a sister in Colombo. 30

A. Yes, in Piliyandala.

Q. You said you stayed at your sister's - where was that?

A. In Piliyandala.

Q. You said you stayed at 7, Alfred House Gardens?

Commissioner: Where is that?

A. Adjoining Queen's Avenue, That is also provided with an attached bathroom.

Q. Your position is that you did not stay with Ratnagopal at their house in 7, Queen's Avenue?

A. Once in a way I used to go and stay, but not regularly.

Commissioner: What do you mean once in a way? You were working in Colombo and you had to stay somewhere?

A. When I came to Colombo I used to stay there.

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(continued)

10 Q. You came back and you worked at the Mercantile Bank?

A. As a clerk, I worked.

Q. How much were you getting?

A. Rs.278/=

Commr. You were paid 276/= before you went and nearly 2 years after you were getting Rs.278/=

A. Yes.

They did not recognise that training?

A. No.

20 Q. The Controller of Imports and Exports asked you to furnish documentary evidence as to how you found the money to purchase the car in London?

A. Yes.

Q. Did you furnish that evidence?

A. I furnished letters from London Asian and also a letter the Director has signed. One Mr. Amis.

30 Q. So that it is not from Mr. Ratnagopal you got the letter from London and Asian, you were paid certain sums of money by him, and Mr. Ratnagopal did not sign, it was signed by another Director?

A. Yes.

Q. When did you bring it?

A. I brought it out when I came.

Q. Did you get a letter from anybody else?

A. From Mr. E.A. Crane.

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Q. About this letter I would give you another chance, how did you get the letter.
A. That was the letter of 19th November 1963.

Q. Are the originals of these letters with you?
A. With the Import Controller.

Q. Did you send the originals to Import Controller or copies?
A. Originals.

Q. Have you got the copies of the letters?
A. Yes, not at the moment.

10

Commr. You bring them next time.

Counsel. I have a copy.

C.C. Will you show that.

Copy handed to Commissioner.
This copy was marked D.1.

Commr. Now where was this copy made?

A. That copy I got it typed in the Bank, in the Mercantile Bank here.

Q. Now I have told you I will give you a chance to recollect how you got this letter, you say it is signed by Mr. Amis how did it come to your hands, who handed the letter physically?
A. Mr. Ratnagopal gave it to me.

20

Q. Where?
A. In Colombo, I think.

Commr. Why did you say that you got it in London?

A. This letter I got in Colombo. It was handed to me by Mr. Ratnagopal and in Colombo.

Q. The other letter from where did you get that?
A. Mr. Crane's letter?

30

Q. Did Mr. Crane give it to you?
A. I cannot remember.

Commr. Please try. You were getting documentary proof for the Controller of Exchange to give to Import Controller to issue a permit, unless you satisfy by documents that this money had been earned in England, surely you cannot forget who gave you the letter and where?

A. It was given by Mr. Crane, but I cannot remember where I got it.

Q. Was that letter signed by Mr. Crane?

A. Yes. I am familiar with his signature. I know his signature.

Commissioner. You worked with Mr. Crane and you used to go to his office, you would have gone to Mr. Crane and said give me a letter to the Exchange Controller I want it if the money was due there was no objection he would have given you a letter. The most likely thing is you would have gone to him and asked for a letter, now can you remember?

10

A. I remember I told Mr. Crane I wanted a letter.

Commissioner. You think hard, you now remember you told Mr. Crane you wanted a letter, did you not go to his office, you used to meet him in the office and say Mr. Crane I wanted a letter. He would have called the stenographer and dictated a letter and given to you?

20

A. Yes.

Commissioner. There is no need to put a thing like that off, he would have given you the letter?

A. I cannot remember.

Q. Did he send it to you by post or did Mr. Ratnagopal give it to you?

30

A. He gave me only this letter. I cannot remember whether I got it by post or whether Mr. Crane gave it personally. But it certainly did not come from Ratnagopal.

Q. Did you ask Mr. Crane for this letter or did you write to him?

A. I asked him.

Q. When did you know that you had to produce documentary evidence for your savings?

40

A. When I came back. I knew in London that I had to prove this because everybody talked about it in London.

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Q. You did not think of sending any proof from London?

A. I only asked for an application form. They did not send it to me.

Q. Mr. Ratwatte are you certain you spoke to Mr. Crane about it?

A. Yes.

Q. Did you say this to Mr. Selvaratnam - While I was in England I wrote to the Controller of Imports & Exports for a permit to import a car. I was asked by the Controller of Exchange to produce documentary evidence about my savings. By this time I had come to Ceylon. Then I wrote to N. Burton & Co. Limited for a letter about the money paid to me. When I came back from England I was staying No. 7, Queen's Avenue Colombo 3 which is the bungalow of Mr. and Mrs. Ratnagopal. I received a letter which is on page 5 of the file and which is shown to me. I gave this letter to the Exchange Controller I did not get a covering letter along with this letter from N. Burton and Company Limited.

10

20

Commissioner. N. Burton & Company is Crane?

A. Yes.

Q. Did you say that?

A. I cannot remember.

Q. Is it correct? No answer.

Q. While I was in England I wrote to the Controller of Imports and Exports for a permit to import a car?

30

A. Yes.

Q. I was asked by the Controller of Exchange to produce documentary evidence about my savings?

A. Yes.

Q. By this time had come to Ceylon?

A. Yes.

Q. Then I wrote to N. Burton & Co. for a letter about the money paid to me?

A. Yes.

40

Q. First of all did you say that to Mr. Selvaratnam?

A. I must have said it.

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Commissioner. Then is it correct what you stated to Mr. Selvaratnam from Ceylon you wrote to Burston & Company?

A. Yes, I think so.

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Q. In that event you could not have spoken to Crane?

10 A. I told him earlier.

Q. Then Burston & Company sent you the letter that was sent to the Controller without any covering letter?

A. Yes.

Q. Where did they send it to you?

A. To Queen's Avenue I think.

Q. What is the duty that you had to pay for this car?

20 A. Rs.13,400/= I borrowed the money from my mother and paid it.

Q. What are you doing now.

A. At the moment I am officer in charge of the site, Kandy Water Scheme site.

Q. That is you are employed in the Equipment & Construction Company Limited?

A. Yes.

Q. Of which Mrs. Ratnagopal is a Director?

A. Yes.

Q. What is the salary you draw now?

30 A. Close to Rs.650/= to Rs.700/=

Q. When did you leave the Bank?

A. In 1965.

Q. After your banking training?

A. Yes. I started in Colombo branch in January 1965 on a salary of Rs.350/=

Q. And you are now getting about 650/ to Rs.700/= at Kandy?

A. Yes.

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(continued)

Crown Counsel:

Q. An officer in charge of the Kandy Branch of the Equipment and Construction Co. Ltd?

A. Yes.

Q. Has your mother got shares in the Equipment & Construction Co. Ltd.

A. I do not know.

Q. The car still belongs to you?

A. No.

Q. Peugeot?

A. No.

10

Q. What did you do with it?

A. I sold it last year.

Q. To whom?

A. To some gentleman from Beruwela.

(Commissioner: For how much?)

A. Rs. 30,000/=

Q. Do you have a car now?

A. Yes, Austin 3 Sri 5181. That is owned by my wife.

20

(Commissioner: Is there any prospect of your leaving the Island?

A. No.

Q. You will be wanted for evidence here?

A. I have no idea of going out again.

Commissioner: I shall call you back when you are needed. I shall have fresh summons served on you, if necessary. There are other matters on which you will have to be questioned after Mr. Selvaratnam and others give evidence).

30

Questioned by Mr. Nalliah:

Q. Your family and Ratnagopal's family were very close friends?

A. Yes.

Q. Mrs. Ratnagopal is a relative of your mother?

A. Yes.

Q. How?

A. Through the Samarakkodys.

Q. Explain how?

A. Through the Samarakkodys.

Q. Mrs. Ratnagopal's mother is who to your mother?

10 (Commissioner: She is Mr. F.R.Senanayake's daughter?)

A. Yes

Q. Wife of Siripala Samarakkody and sister of Mr. R.G. Senanayake?

A. Yes.)

Mr. Nalliah: Connected to your mother?

A. Yes.

Q. In England you stayed in Ratnagopal's?

A. Yes.

20 Q. He looked after your board and lodging?

A. Yes.

Q. You attended lectures at Barclays Bank?

A. Yes.

Q. For how many hours did you attend these lectures?

A. Whenever I feel like it.

Q. For a week how many times?

A. Three or four times.

Q. How many hours?

30 A. Sometimes one hour, sometimes two hours or sometimes more.

Q. You were fixed up by Mr. Crane - rather, you worked for Mr. Crane from January 1963 to November 1963?

A. Yes.

(Commissioner: That is not what he told me. He said something very different)

Before the
Contracts
Commission

No. 3

Evidence
Ashmore S.
Ratwatte
(continued)

Before the
Contracts
Commission

No. 3

Evidence
Ashmore S.
Ratwatte
(continued)

- Q. Did you work for Mr. Crane?
A. Yes.
- Q. What is the nature of the work?
A. Filing, taking shipping documents, Post Office.

- Q. For how long did you work for Mr. Crane?
A. About ten months.

- Q. For how many hours did you work for Mr. Crane?
A. 3 or 4 hours.

- Q. You were doing a part-time job for Mr. Crane?
A. Yes.

10

- Q. You were paid, you said, roughly.....

(Commissioner: Not roughly - he said he was not paid anything till the lump sum payment of £673.

- Q. You said £16 a week, totalling £673?
A. Yes).

Mr. Nalliah:

- Q. That money was given to Mr. Ratnagopal?
A. Yes.

20

- Q. Why did you not have that money in the Bank?
A. I was afraid I would spend the money. I had an idea of buying a car.

- Q. So you asked Ratnagopal to keep the money for it?
A. Yes.

- Q. You said you worked at the London & Asian part-time job?
A. Yes.

- Q. You received £375?
A. Yes.

30

- Q. Mr. Rajah Ratnagopal is Managing Director of London & Asian?
A. Yes

And Mr. Amiss then a Director of London and Asian?

Before the
Contracts
Commission

A. Yes.

No. 3

Q. When you returned to Ceylon you worked in the Mercantile Bank, Colombo for a short time?

Evidence
Ashmore S.
Ratwatte
(continued)

A. For one year.

Q. You frequently visited Mr. Ratnagopal - you went to his house?

10

A. Yes.

Q. You have also spent nights there?

A. Yes.

Q. Did you give that address of Queen's Avenue because you thought.....

(Commissioner: Do not lead.

Q. Did you give the address to Mr. Selvaratnam - you said you did not give him?

A. All my correspondence I asked him to send there.

20

Q. Never mind correspondence. You were asked whether you told Selvaratnam you were at Queen's Avenue and you said no).

Q. Did you give that address to Selvaratnam as Queen's Avenue?

A. I think I did.

(Commissioner: Why did you tell me you did not?

A. I could not remember at that time.

30

Q. You were specific about it?

A. (No answer)

Q. Were any of your letters addressed to Queen's Avenue?

A. Yes.

Q. By your friends?

A. Yes.

Q. When did you join Equipment & Construction Co?

A. In 1965.

Before the
Contracts
Commission

No. 3

Evidence
Ashmore S.
Ratwatte
(continued)

- Q. For how long were you in Colombo.
A. Till August 1966.
- Q. You were then transferred to Kandy as Manager?
A. As Officer in charge of the Kandy Branch.
- Q. You are still working there?
A. Yes.
- Q. You knew Mr. Crane very well?
A. Yes.
- Q. Are you in correspondence with him even now?
A. Yes. 10
- Q. Did you receive any letter recently from him?
A. Yes.
- Q. You wrote to the Controller of Exchange in March 1964?
A. Yes.
- Q. Did you in that letter say that you received a total amount of £1048 during your period of 16 months in London?
A. Yes.
- Q. At the Mercantile Bank in London were you working as a full time Officer? 20
- (Commissioner: Were you working as a full time officer- you have given me some evidence already?)
A. For a few months.
- Q. You gave me the period July to November?
A. A few months.
- Q. You told me how many months - you gave the beginning and the end?
A. Yes. 30

Mr. Nalliah

- Q. Were you working from 6 to 4?
A. From 8.30 or 9 to 4.

Q. That is for the five months?

A. Yes.

Q. From the time you arrived in London in August 1962 till you returned in November 1963 you worked for London & Asian in the afternoon?

A. Yes.

Before the
Contracts
Commission

No. 3

Evidence
Ashmore S.
Ratwatte
(continued)

NO. 4

PROCEEDINGS

Contracts Commission

No. 4

Proceedings

27th October
1967

10

10 a.m.

27.10.67.

Present: E.G. Wikramanayake, Esq. Q.C.
Commissioner.
Mr. E.D. Wikremanayake, Crown
Counsel, instructed for the Attorney-
General.
Mr. A.M.M. Sahabdeen, Secretary.

20

Commissioner: Today's sitting is for the purpose of recording the evidence of Mr. Raja Ratnagopal on whom summons was issued to be served in London by the High Commissioner. It would appear that despite all the efforts of the High Commission to serve the summons through the Crown Solicitors, who visited the house of Mr. Raja Ratnagopal on three separate occasions, it was not possible to contact Mr. Raja Ratnagopal to serve the summons on him. The High Commission staff themselves made an attempt to serve the summons on him but that too has failed. It would appear that in the meantime Mr. Raja Ratnagopal has met several eminent Ceylonese in London and, in course of conversation with them, revealed that he was aware of the fact that he is required here to give evidence.

30

40

Before the
Contracts
Commission

No. 4

Proceedings

27th October
1967
(continued)

I direct that the High Commission be written to again to take all steps possible to have the summons served, because I find his evidence is vital to one of the matters I have to look into.

This inquiry into the Kandy Water Scheme contract has to be adjourned until summons has been served on Mr. Raja Ratnagopal and his presence here procured. This inquiry is therefore adjourned. sine die.

10

5th December
1967

Contracts Commission

9.40 a.m.
5/12/67

Present: E.G. Wikremanayake, Esq., Q.C.
Commissioner.
Mr. E.D. Wickremanayake, Crown Counsel,
instructed for the Attorney-General.
Mr. Lucian Jayatilleke, Advocate,
instructed by Mr. Edmund Samarakkody for
Mrs. Ratnagopal.
Mr. V. Thirunavukkarasu.
Mr. A.F. Deane.
Mr. A.M.M. Sahabdeen, Secretary.

20

Mr. Jayatilleke: My client Mrs. Ratnagopal, wife of Mr. Raja Ratnagopal, has been noticed to appear before this Commission at 9.15 today.

Commissioner: She has been summoned, not noticed - she is a witness.

Mr. Jayatilleke: She is ill in bed with a threatened abortion. I submit a medical certificate.

30

Commissioner: Mrs. Ratnagopal has been summoned as a witness in the first instance. If she chooses to be represented by Counsel at any time, even before a beginning is made, I have no objection to anybody looking after her interests. I want to know whether there is any likelihood of her leaving Ceylon.

40

Mr. Jayatilleke: No, Sir, there is no likelihood of her leaving Ceylon.

Before the
Contracts
Commission

Commissioner: Summons was issued on Mr. Ratnagopal, he happened to leave Ceylon on the day before the Summons was due to be served. I cannot have summons served on him in England, wherever he may be.

No. 4

Proceedings
5th December
1967

10 Mr. Jayatilleke: I understand that he will be here by the 20th and we can make arrangements for him to be present.

(continued)

Commissioner: The High Commission and the Crown Solicitors have been unable to serve summons on him in London.

Mr. Jayatilleke: We can ourselves assist in the service of summons.

Crown Counsel: Fresh summons was issued, returnable on 13/12/67 and is in the hands of the High Commission for service.

20 Commissioner: What I want to find out is material information with regard to the contract. Although a good bit of information can be given by Mrs. Ratnagopal, much more can be given by Mr. Ratnagopal. It may not be necessary to duplicate the material that is placed here.

Mr. Jayatilleke: I would suggest a fairly long date.

30 Commissioner: I am not taking any chances. If he accepts summons and if the High Commissioner cables us that he has accepted summons and he will appear on the 13th, that will be different. The High Commission clerk has gone to Eton Terrace three times, Chester Square, Chatworth Court, London Asian and Produce Co., Ltd. The inquiry into the Kandy Water Supply Scheme has had to be put off for the vital evidence of Mr. Ratnagopal. The Medical certificate says she requires rest for a week from today. Let her appear on the 13th, which is the same date as the date for the return

40

Before the
Contracts
Commission

No. 4

Proceedings
5th December
1967
(continued)

to summons on Mr. Ratnagopal. If he is here, I will start with him and not her, and, after his evidence is concluded, I shall see whether her evidence is required or not. Let her be present on 13th instant at 2.15 p.m. No fresh summons will be issued.

No. 5

Order
6th December
1967

NO. 5

ORDER

Order by the Commissioner, Contracts
Commission, dated 6th December,
1967

10

Your client is not being charged with anything at this stage. So far the Commission's investigations are concerned, I have got the power to take evidence in order that I may get facts. That is the basis on which I have summoned. It may well be that at some stage matters may transpire which may call for explanation. Whenever that stage comes I will intimate to the parties concerned straight away before I proceed further. I indicated to you and your Counsel yesterday that at this stage you have no right to represent her but I do not want to deprive you or anybody else of the opportunity to represent the party and you will be given an opportunity. So far as these proceedings are concerned, no certified copies are issued under any circumstances. Here you are asking for a copy of the proceedings up to date but what has so far been done here on this contract does not concern your client.

20

30

In regard to the Kandy Water Scheme very little evidence has been led, except the evidence of Mr. Ratwatte which does not touch in any way Mrs. Rajaratna Gopal, so that there is no question of any copies of the proceedings being made available. In any event when you appear you can take down the proceedings relating to her and if it comes to a stage at which I feel that the evidence discloses anything I will certainly inform you at the time, that, I think, it is possible that there

40

may be findings against her or I may have to consider what findings there are against her, in which event I will look into the matter. You will then represent her as a matter of right.

Before the
Contracts
Commission

No. 5

Mr. Samarakkody: Do we have your permission to represent her on the 13th?

Order
6th December
1967
(continued)

10 Commissioner: Yes. I have indicated yesterday that it would be more satisfactory if Mr. Rajaratnagopal will be here on the 13th to give evidence.

NO. 6

No. 6

PROCEEDINGS

Proceedings
13th December
1967

Contracts Commission

2.25 p.m.

13/12/67

20 Present: E.G. Wikremanayake, Esq., Q.C.
Commissioner.
Mr. E.D. Wikremanayake, Crown
Counsel, for Attorney-General.
Mr. Edmund Samarakkody for Mrs.
Ratnagopal.
Mr. A.M.M. Sahabdeen, Secretary.

Mr. Samarakkody: Sir, my client continues to be ill. She is at the moment in hospital. I have a medical certificate to that effect. She is unfit to attend the inquiry today and will not be fit for two weeks.

30 Commissioner: The last certificate was from Mr. Yoganathan. Who is treating her now in Hospital.

Mr. Samarakkody: Mr. Nitchingam, whose name appears on the certificate.

Commissioner: Is she fit to have her evidence taken at the Hospital.

Before the
Contracts
Commission

No. 6

Proceedings
13th December
1967
(continued)

Mr. Samarakkody: I do not think so.

Commissioner: I can issue a commission to the J.M.O. to ascertain whether she is fit enough to give evidence in the Hospital, if not immediately, in another week or so. This matter is being held up too long. You told me on the last occasion there was a prospect of Mr. Ratnagopal being here on the 20th.

Mr. Samarakkody: That is correct. Sir, I have no special instructions from Mr. Ratnagopal, but, as far as information is available from Mrs. Ratnagopal, he is expected around Christmas time. 10

Commissioner: The last time it was the 20th. Christmas time - we will not be able to sit. There will be the vacation.

Mr. Samarakkody: The medical certificate mentions two weeks.

Commissioner: It says she will not be fit to attend here. Even the last certificate said she needed rest in bed for a week. The things described in the certificate are not of such a nature as to make it not possible for her to give evidence. The Doctors may not think it advisable for her to move about freely and get about. That should not prevent me from taking evidence there. 20

Mr. Samarakkody: There is a possibility of mental disturbance, worry and such matters. One cannot say how a patient will re-act. You were concerned about whether she can come within one week. The Doctor mentions two weeks. The difference is only one week. 30

Commissioner: Last time it was one week, now a further two weeks. The point about the two weeks is that it takes us on to the 27th. From the 21st onwards until the middle of next month I will not be sitting. If it is beyond the 21st I will not be able to take her evidence till the middle of January. That is why I want to record her evidence after a week 40

in the Hospital - if she is not fit to attend this Commission.

Before the
Contracts
Commission

Mr. Samarakkody: From the point of view of her health, it would appear

—————
No. 6

Commissioner: I will get that checked up by a medical practitioner of experience. I will issue a Commission to the J.M.O. or a Gynaecologist.

Proceedings
13th December
1967
(continued)

10 Crown Counsel: I wish to know how long Mr. Ratnagopal will be here when he arrives during Christmas.

Mr. Samarakkody: He will be here for some time.

20 Commissioner: If there is some definite assurance that he will be here to give evidence - from the 20th, it has slipped to Christmas - if there is evidence to satisfy me that he will be here to give evidence, I will rather have his evidence, because matters I want to investigate are matters in respect of which he can be much more helpful than Mrs. Ratnagopal, also a Director of the particular firm, and can speak to the transaction. It may well be, if I have the evidence of Mr. Ratnagopal, the evidence of Mrs. Ratnagopal will be redundant. What is the assurance that she will not join her husband abroad?

Mr. Samarakkody: My instructions are ...

Commissioner: Your instructions will not help.

30 Mr. Samarakkody: Present information is that Mr. Ratnagopal is expected by Christmas, and there is no likelihood of his leaving.

Commissioner: I have been expecting him for a very long time.

40 He left suddenly on the last occasion. I directed summons to be issued on the 6th of a month and he left on the 5th, when it was not a date on which he had planned to leave earlier - sudden departure. In those circumstances and from the fact of the difficulty we find in serving summons

Before the
Contracts
Commission

No. 6

Proceedings
13th December
1967
(continued)

on him, I am not so hopeful as you of his coming here during Christmas or his staying on. Also, there is one other thing. There is other evidence which I must proceed to record, but there must be some preliminary matters cleared. I cannot delay it.

I will adjourn for a little while to contact Mr. Nitchingam and see whether he can come here and explain what the certificate is about. 10

Commissioner: I have not been able to contact the doctor, and his private line is out of order. I will postpone this matter for 27th December, 1967, at 9.15 a.m. within two weeks. If there are any medical certificates, I want to examine the doctor who gives the medical certificate or some other independent gynaecologist, and see to it that she makes no attempt to go away. I can take sufficient steps to prevent it. 20

Mr. Samarakkody: So far as my instructions go, she has no intention of going away.

Commissioner: Also, if Mr. Rajagopal turns up for Christmas, he will have the opportunity of being made aware of the fact that summons had been issued, and he can come here.

Mr. Samarakkody: As soon as he comes here, we will make him aware of it. 30

27th December
1967

Contracts Commission

10.00 a.m.
27/12/67

Present: E.G. Wikrenanayake, Esq., Q.C., Commissioner
Mr. E.D. Wikrenanayake, Crown Counsel,
instructed for the Attorney General.
Mr. Edmund Samarakkody for Mrs.
Ratnagopal.
Mrs. Ratnagopal.
Mr. J.A. Selvaratnam, S.P., C.I.D.
Mr. A.M.M. Sahabdeen, Secretary. 40
Mr. Samarakkody: Mrs. Ratnagopal is present. I

might inform you, Sir, that although she is present, she is still unwell and a patient.

Before the
Contracts
Commission

No. 6

Proceedings

27th December
1967

(continued)

10 Commissioner: She may be unwell and a patient but she is not unfit to give evidence. I understand Mr. Ratnagopal is in Ceylon. As I said before, I would much rather have his evidence, because I want to get at the facts. Mrs. Ratnagopal is Managing Director of the Equipment and Construction Co., and, as such, she might be able to answer to certain things. I have not the slightest doubt that, although she is the Managing Director, her husband probably can give more information on the matters on which I want to question him. If he attended today, I would have started off with him today.

Mr. Samarakkody: He arrived last evening.

20 Commissioner: I could have started with her and made provision for his evidence a little later, if he desired rest after travel. If even now you can get him, I can interrupt her evidence and take his own evidence. It is because he is not here I have started with Mrs. Ratnagopal. I am only concerned with getting the facts.

Mr. Samarakkody: I have sent a message.

Commissioner: I call her to give evidence.

NO. 7

Evidence

MRS. M.C. RATNAGOPAL

No. 7

MRS. M.C. RATNAGOPAL: Affirmed

Mrs. M.C.
Ratnagopal

Commissioner:

Q. You were Managing Director of the Equipment and Construction Co.?

A. No, I am not. I am only Chairman.

Q. As Chairman of the Board of Directors, you will be able to give us certain information with regard to the working of that Company then who were the other Directors?

40 A. At the moment?

Before the
Contracts
Commission

Evidence

No. 7

Mrs. M.C.
Ratnagopal
(continued)

Q. Yes?

A. Mr. T. Thavarasan and R.R. Nalliah.

Q. That is the Advocate?

A. Yes.

Q. Who acted for Mr. Ratwatte?

A. Yes.

Q. Any others?

A. That is all.

Q. What is the executive staff of this firm?

A. Quite a number.

10

Q. Who are the main people?

A. Mr. Reggie Ratnam.

Q. Who is he?

A. An engineer. Mr. Thavarasan is an Engineer and Mr. W.L. Siebel.

Q. What is he?

A. Manager of the Sales Department.

Q. And before he came to the Equipment and Construction Co., what was he?

A. I do not know.

20

Q. How long has he been there?

A. May be 8 or 9 years.

(Commissioner to Crown Counsel: What is the date of the Kandy Water Supply matter?

Crown Counsel: 1962 onwards).

Q. He was there in 1962?

A. I do not know because I was not there at the time.

Q. When did you come in to the Company?

A. I first invested in July 1964 and I became a Director in November 1964.

30

Q. You invested how much?

A. Rs. 25,000 at first.

Q. Altogether now?

A. One lakh.

Before the
Contracts
Commission

Evidence

No. 7

Mrs. M.C.
Ratnagopal
(continued)

- Q. You became Chairman of the Board of Directors when?
A. September 1965.
- Q. What position does your husband hold in the Company?
A. Nothing at all.
- Q. Is he a shareholder?
A. No.
- 10 Q. Does he hold any position whatever in the Company?
A. No.
- Q. Then the others - you came to Siebel - beyond Siebel?
A. Mr. Thiagarajah, Mr. Pathmanathan.
- Q. Mr. Thiagarajah - what is he - an Engineer?
A. An Engineer.
- Q. Mr. Pathmanathan?
A. He is not an Engineer.
- 20 Q. Do you know what each of these gentlemen were doing before they joined the Construction Company?
A. No. Reggie Ratnam was an Engineer of the C.D.E.
- Q. What is C.D.E.?
A. Ceylon Development Engineering Co.
- Q. The others?
A. I cannot remember off-hand like this.
- Q. What is Nadarajah?
A. He was Chief Executive.
- 30 Q. From the time you joined?
A. I think so, or may be a bit before or about that time.
- Q. He is the Chief Executive?
A. No more.
- Q. What is he now?
A. Ill and he had to retire.
- Q. When was that?
A. I must say I am not very good at dates, but I think somewhere in 1965 or 1966.

Before the
Contracts
Commission

Evidence

No. 7

Mrs. M.G.
Ratnagopal
(continued)

Crown Counsel:

Q. You said you had invested Rs.100,000 in about July 1965?

A. I first invested only Rs.25,000. I cannot remember when the balance was paid but it was in about a year.

Q. When did you acquire your present holdings?

A. Before I became Chairman.

Q. In 1965?

A. Yes.

10

Q. What I want to know is the date on which you first made the investment of Rs. 25,000 - could it be in 1964?

(Commissioner: Must be before July 1964?

A. It was in July 1964 I think).

Q. Could it have been in December 1963?

A. I must say I cannot remember.

(Commissioner: Your firm keeps books?

A. Yes.

Q. There will be a shareholders' register?

A. Yes.

20

Q. In whose custody is that?

A. No answer.

Q. Who is the Secretary of the Company?

A. Mrs. Ratnayake.

Q. There would be receipt books showing receipts issued for your investment?

A. Yes.

Q. Those will be in her custody?

A. I presume so).

30

Q. Who paid for these shares?

A. I paid.

Q. By cheque?

A. No, cash I think, no, may be cheque - I cannot remember.

Q. Would it be correct to say that you paid in three parts: Rs. 25,000 first, Rs.12,000 later and the balance of Rs.63,000?

A. I must say I cannot remember.

(Commissioner: You got cheque counterfoils?

A. Yes, I could give the information. I was not sure as to why I was called).

Q. Cheques were written out of your account?

A. Yes.

10 Q. You said Mr. Ratnagopal had no status in the Company?

A. He only helps me.

(Commissioner: He is not a shareholder?

A. Yes. He is not a Director.

Q. Nor is he an executive?

A. Yes.

Q. Nor is an employee?

A. He does not draw a salary).

20 Q. Was he the Overseas representative for the Equipment and Construction Co.?

A. He does not get paid or anything like that.

(Commissioner: Was he functioning as Overseas representative of the Company?

A. Yes, I think so).

Crown Counsel:

Q. Is it not correct to say that certain Overseas firms were informed that Mr. Ratnagopal was the Overseas representative of ECC?

30 A. Yes.

Q. That is correct?

A. Yes.

(Commissioner: By whom was the information given?

A. Then the Chairman was Mr. S.R. de Silva, I think, and he had done it).

Q. Who is in charge of your office administration in ECC?

A. Mr. Thavarasa.

Before the
Contracts
Commission

—
Evidence

No. 7

Mrs. M.C.
Ratnagopal
(continued)

Before the
Contracts
Commission

Evidence

No. 7

Mrs. M.G.
Ratnagopal
(continued)

Q. Did you play an effective part in the running of the Company? You were the Chairman?
A. Yes.

Q. You attended meetings regularly?

A. Yes.

Q. What are your functions in relation to the Company?

A. Well, I do not have much, except attending meetings. Sometimes, if there is no other Director to sign cheques, they call me and I have to sign them.

10

Q. Is it correct to say that your functions are limited to signing cheques when no other Director is available and attending meetings?

A. Yes.

Q. As far as the policies of the Company are concerned did you play any part?

(Commissioner: When you attended meetings, you presided?

A. Yes.

20

Q. You followed the business of the day?

A. Yes.

Q. You took part in the discussions?

A. Yes.

Q. You confirmed the minutes?

A. Yes.

Q. You are familiar with what happened in the meetings as shown in the minutes?

A. Yes).

30

Q. Before you invested in ECC had you invested in any other Company of this nature?

A. What nature.

Q. Construction Co?

Commissioner: Lets put it this way. You may have invested in tea shares, rubber shares - shares in plantation Companies?

A. I had invested in Freudenberg's.

Q. You were merely a shareholder?
A. Yes.)

Q. Any other Company, apart from Freudenberg's?
A. I think I had shares - I sold - I cannot remember.

(Commissioner: In what Company?
A. I had some tea shares.

Q. You sold them about the time you invested in the E.C.C.?
A. Just a little earlier I think.

Q. For the purpose of investing in E.C.C., did you have to realise any money?
A. Yes.

Q. By the sale of movables?
A. Sale of property.

Q. Sale of immovable property?
A. My father had left some land.

Q. You sold immovable property to invest in this?
A. Not exactly that; the land was sold and I had the money.

Q. Not having had anything to do with business, what made you invest in ECC in the first instance?
A. Because Mr. S.R. de Silva was very anxious I should invest some money because the Company was doing badly and because he asked us).

Q. It was at Mr. S.R. de Silva's suggestion you decided to invest in ECC?

A. Yes, he did tell us to invest.

Q. Your investment was at his instigation - if I may put it like that?

A. I would say that he suggested.

(Commissioner: Did you probe the prospects of the Company before you put so large a sum into it - did you look at the Balance Sheets?

A. My husband did.

Before the
Contracts
Commission

—
Evidence

No. 7

Mrs. M.C.
Ratnagopal
(continued)

10

20

30

Before the
Contracts
Commission

Evidence

No. 7

Mrs. M.C.
Ratnagopal
(continued)

Q. That part of it your husband did?

A. Yes.

Q. Mr. S.R. de Silva invited you to join because he said the Company was in a bad way and could do with a little more capital?

A. Yes.

Q. That aspect of it your husband looked into and he was satisfied that you could invest in it?

A. Yes.

10

Q. And you invested?

A. Yes.)

Q. Is it correct to say you invested in this Company in order to get control of it?

A. No.

Q. Had you had any previous experience of holding any kind of office in any Company?

A. No.

Q. Since you invested in ECC, did you hold an office in any other Company?

A. No.

20

(Commissioner: When did you first become a Director?

A. In November 1964.

Q. July 1964 you invested - November you became Director?

A. Yes.

Q. Was that at an annual general meeting or were you invited by the Board?

A. Invited by the Board).

30

Q. You are also a partner of the CYFRA?

A. Yes.

(Commissioner: What is that?

A. We did not do any business. We had to close it up.

Q. Was that a partnership?

A. We thought of having a firm of Agents and Secretaries but it did not work and we had to close down.

40

Q. That was not a limited liability Company? Before the
 A. No. Contracts
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 Mrs. M.C.
 Ratnagopal
 (continued)

10 Q. Who else?
 A. I think only both of us).

Q. Only both of you?
 A. I think so.

(Commissioner: Was the business name
 registered?)

A. Yes)

20 Q. The name of the business was Cyfra and
 registered on 8.10.64; nature of the
 business: Agents and Secretaries; the
 place of business was originally
 7, Queen's Avenue, Colombo 3 - that is
 your house?

A. Yes.

Q. The address was later changed to
 18, Charles Place on 1.12.64?

A. Yes.

(Commissioner: whose house is that?)

A. We needed a house.

30 Q. That is for Cyfra or anything else
 or anybody else - what was the
 purpose it was used for?

A. Only for Cyfra.

Q. How big was the premises?

A. About 3 rooms and a garage or
 something like that).

Q. The date of commencement of the
 business was 30.7.64 - would
 that be correct - about the time of
 the purchase of the shares in ECC?

40 A. Yes.

Before the
Contracts
Commission

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No. 7

Mrs. M.G.
Ratnagopal
(continued)

Q. Did Cyfra do any business at all?

A. No.

Q. Did you have any books?

A. We had not done any business.

Q. No books at all?

A. No.

Commissioner: Did you have any staff?

A. One person.

Q. Who?

A. I think Ratnasamy.

10

Q. Who is he?

A. I do not know.

Q. What had he been doing before?

A. He was a friend of my husband.

Q. What had he been doing by way of a job?

A. I think he was earlier on working in an
Embassy.

Q. In London?

A. Yes).

Q. Ratnasamy was clerk at the London High
Commission Office?

20

A. Yes.

Commissioner: Where was he after he left
his appointment at the High Commissioner's
office?

A. At Cyfra.

Commissioner: He was a Government Servant and
he left?

A. I presume he must have left.

Commissioner: Who suggested the employment of
Mr. Ratnasamy?

30

A. He used to hang round and beg for a job.

Commissioner: So you gave him a Managing
Director's job at Cyfra?

A. Yes.

Commissioner: How much salary was he paid?

A. We gave him Rs.200/- a month or something like that.

Commissioner: You did no business whatsoever?

A. We did but for nearly three months we did not do anything very much.

10 Crown Counsel: In the course of this short period of three months, did you do any business for Socoman?

A. I do not think so.

Q. Did you do any business with ECC?

A. No.

Q. Was there a car - 4 sri 8610, Pugeot 404 - at Cyfra?

A. No.

Commissioner: Where was the car?

20 A. It is Socoman's car. The ECC is using it.

Commissioner: Who paid for that car?

A. Socoman's are the owners of the car.

Commissioner: Where is that car now?

A. With the ECC.

Crown Counsel: It is being used by you sometimes and your husband?

A. I travel with him.

Commissioner: How can Socoman's car be used by ECC?

30 A. We were sub-contractors for Socomans and we were given one car for the job. I think we are still going through the maintenance period of the job and as soon as the maintenance period is over, I presume the car goes back to Socoman and Socoman will hand it over to the Department.

Crown Counsel: Apart from you and your husband, who else used this car?

40 A. All the Engineers on the staff.

Before the
Contracts
Commission

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No. 7

Mrs M.C.
Ratnagopal
(continued)

Before the
Contracts
Commission

Evidence

No. 7

Mrs M.C.
Ratnagopal
(continued)

- Q. No you are sure that Cyfra had nothing to do in regard to the payment of this car?
A. Yes, nothing to do.

- Q. Did Cyfra keep books?
A. I cannot remember.

- Q. You cannot remember whether Cyfra had kept any books?
A. I cannot remember. But if you could give us some little time certainly I will be in a position to answer that.

10

Commissioner: Mrs. Rajaratnagopal, I do not expect you to remember everything now. But you are asked questions at the moment, the details of which you are unable to supply us now but which you can provide by reference to documents or anything you like you can give me later?

A. Yes.

Crown Counsel: Now to come back to the question of the administration of the office of the ECC: who is the administrator of the office?

20

A. Mr. Thevarasan.

- Q. And the files which you maintain in relation to the Kandy Water Supply Scheme are at the ECC's office?

A. I do not know for certain.

- Q. And you do not know anything at all about that? Would there be any correspondence or any files relating to commissions?

30

A. I suppose so.

- Q. In whose charge are these files?

A. Mr. Thevarasan may be in charge.

- Q. As far as you are concerned you have no knowledge at all?

A. No.

- Q. Mrs. Rajaratnagopal, do you know anything about the work done by ECC for Cyfra in relation to the Kandy Water Supply Scheme as Chairman of the Board of Directors?

40

A. I think the construction of water towers and various things like that, and some of the buildings. They were sub-contractors for SOCEA.

Q. Were contracts entered into between the ECC and SOCEA for the performance of that work? Were there contracts?

A. I think so, I was not there at the time.

Q. But later on as Chairman of the Board of Directors, there was an agreement in the form of contract documents?

A. I really do not know. I think some form of agreement or contract would have been there.

10

Commissioner: This was a large contract and it would be very unusual for any one to execute such a large job of work which involved so much money. At the time it would be very unusual for anybody to do such a large job of work which involved so much money without a written agreement of some sort?

A. No answer.

20

Crown Counsel: Would it be correct to say that the work that the ECC did for Socoman in regard to the Kandy Water Supply Scheme which involved a sum of Rs.2½ million; would you agree that it would be extremely unusual for a firm like the ECC to undertake work for Socoman without some sort of written agreement?

A. We have done big contracts before that.

30

Commissioner: How big?

A. I cannot say off hand.

Commissioner: Roughly what sort of a contract?

A. The Valachchenai Paper Factory.

Commissioner: It must have been something big. Would it be fair to presume that these were done on contracts?

A. Yes.

40

Crown Counsel: Mrs. Rajaratnagopal, are you aware what payment was made to ECC by SOCEA?

A. I do not know anything about it.

Before the
Contracts
Commission

—————
Evidence

No. 7

Mrs M.C.
Ratnagopal
(continued)

Before the
Contracts
Commission

Evidence

No. 7

Mrs M.C.
Ratnagopal
(continued)

Q. After you became the Chairman of the Board?

A. I remember we did work and Government paid us. I think we were directly paid by them.

Q. As far as you know you did work for Socomans?

A. Yes, and Government paid us.

Commissioner: I am not asking you anything about what took place before you became Chairman; after you became Chairman, one of the things discussed would be the question of money, and I would like to know how that money due from Socoman's was paid. We would like to find out how they paid you the money due?

10

A. Socoman's must have given us cheques. They must have, I am sure they did.

Commissioner: At what intervals or on what basis did they pay you when you presented bills for the work done?

A. They measured up the work done and paid accordingly.

Commissioner: How often?

20

A. Once a month.

Commissioner: That is to say they measured up the work along with your Engineers and they were satisfied about the quantity of work done. You got payment when the bills were passed by Socoman after they were prepared by your Engineers?

Crown Counsel: You say you must have been paid. Are you unaware of any payments?

A. We would have been paid. I do not know the day-to-day running of this firm; whether cheques came or not I would not know.

30

Commissioner: Mrs. Rajaratnagopal, would you know that things that come up for discussion before the Board, things like outstanding recoveries would be discussed by the Board?

Crown Counsel: I would not expect you to remember any details, but generally speaking was there any complaint that less monies were paid than were required to be paid upon bills presented by SOCEA on this particular contract?

40

A. I think reasonable amounts were paid.

Q. Now Mrs. Rajaratnagopal, certain equipment was required by the ECC for effectively carrying out this work; is that right?

A. Yes.

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Q. How was that equipment obtained?

A. I think Socoman might have given it.

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Q. You think?

A. I am not sure. Socomans must have been given a licence to obtain the necessary equipment. They already had equipment and they would have loaned it to us or made some arrangement.

Mrs M.C.
Ratnagopal
(continued)

10

Q. Who would have paid for that equipment?

A. Socoman's.

Q. And ultimately how was the equipment disposed of?

A. I do not know; you have to ask SOCEA.

Q. It was in accordance with the terms of the contract between Socoman and SOCEA?

20

A. Yes.

Commissioner: What is the difference between SOCEA and Socoman?

A. They changed their name.

Commissioner: After the contract started or before?

Crown Counsel: During the course of negotiations.

Q. Is there what is known as a progress file maintained by ECC? Have you seen that file?

30

A. No.

Q. Who keeps it?

A. Mr. Thavarasan.

Q. The work was not done by Mr. Thavarasan alone?

A. He had a Danish Engineer named Christianssen.

Q. When did Mr. Christianssen leave?

A. He left about one or one and half years ago. But I cannot remember the exact date.

40

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Mrs M.G.
Ratnagopal
(continued)

- Q. That progress file is still with you?
A. It ought to be.
- Q. Was there also what is called a credit note file?
A. I do not know. I cannot remember. I must find out and let you know.
- Q. You cannot say what files were kept?
A. I cannot say.
- Q. Would Mr. Rajaratnagopal be aware of the files they kept?
A. I do not know whether he is aware. I must go and find out. 10
- Q. At the time you got into this Company, who were the Directors?
A. Mr. S.R. de Silva, his brother, Mr. Hector de Silva.
- Q. Was Mr. Shirley Corea a Director at the time?
A. I am not quite sure.
- Q. And Mrs. Thuraisingham?
A. I am not sure. I remember only these two, Mr. S.R. de Silva and Mr. Hector de Silva. 20
- Q. Who was the Office Manager at the time?
A. At the time I bought shares it was Mr. Ismail.
- Q. You had also an Engineer called Mr. D.M.K. Abeysinghe?
A. That is right.
- Q. Since you bought your shares and became Chairman of the Board of Directors, Messrs. S.R. de Silva and Hector de Silva were no longer there?
A. Yes. 30
- Q. Mr. Ismail was dismissed; had your husband anything to do with Mr. Ismail's dismissal?
A. No.
- Q. Mr. Abeysinghe was dismissed; did your husband have anything to do with his dismissal?
A. No.

Q. Since then there have been the following persons holding posts as Directors as on 13.10.64; Mrs. S. Kulasingham?

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Contracts
Commission

Commissioner: Who is that?

Evidence

A. My sister-in-law.

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Q. Mr. Rajaratnagopal's sister?

Mrs M.C.
Ratnagopal
(continued)

A. Yes.

10

Q. Then there is Mrs. T. Nadaraja, husband of Mr. T. Nadaraja, an ex-Customs officer, and Mr. Thavarasan. Mr. Shirley Corea was there from 22.6.64 to 9.1.65; he was a Director?

A. I cannot remember.

Commissioner: Shortly before you bought shares or shortly after you became a Director?

A. I cannot remember.

20

Q. Did Mr. Ratnagopal take any interest in E.C.C. before you bought your shares?

A. No.

Commissioner: Are you sure about that?

A. Yes.

Crown Counsel: Did Mr. Ratnagopal have any relationship with S.O.C.E.A.?

A. No.

Commissioner: That, you are sure about?

A. Yes.

30

Crown Counsel: There was at one time a gentleman called Mr. Premillin who was in charge of S.O.C.E.A. working in Ceylon?

A. Yes.

Q. You knew him very well?

A. Yes.

Q. Would it be correct to say that he knows your husband as well?

A. Yes. Anyone known to me is known to my husband too.

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Mrs M.G.
Ratnagopal
(continued)

Q. Did your husband know Mr. Premillin before you knew him?

A. I think both knew him at the same time.

Commissioner: So, it would not be correct to say that Mr. Premillin became an associate of your husband after getting to know him through you?

A. Yes, it would not be correct.

Q. Where and how did you come to know him, in Ceylon or abroad?

A. In Ceylon. 10

Q. Would it be possible for you to help us a little more by throwing your mind back in trying to recollect how you first came to be associated with him?

A. I can't remember.

Crown Counsel: Do you know whether Mr. Ratnagopal was participating in discussions between Mr. Premillin and the E.C.C. before E.C.C. commenced work on the Kandy Water Supply Scheme? 20

A. I could not understand the question.

Q. Do you know whether Mr. Ratnagopal was participating with Mr. Premillin in discussions with E.C.C. in connection with the Kandy Water Supply Scheme before work on the Scheme started, or before work by E.C.C. was started?

A. I don't know.

Commissioner: Not at all likely because her husband has nothing whatever to do with that. 30

Crown Counsel: Have you seen your husband visiting the E.C.C. Office?

A. Yes.

Commissioner: After you became a shareholder?

A. Perhaps he may have gone to meet Mr. S.R. de Silva. As I told earlier, he wanted us to invest money.

Crown Counsel: Mr. Ratnagopal, I suggest to you that there was no contract between E.C.C. and S.O.C.E.A.? 40

A. I do not know.

Q. Was it suggested to you that this is a matter which must necessarily come up at Board meetings?

A. Well, I came in much later. So I don't know.

Commissioner: You may have come in much later, but, even at a late stage, would it be possible to go on like this without any writing or contract?

10

A. Well, I suppose we were paid for all the jobs we did, and as they paid me all the moneys, this question never arose.

Q. No dispute ever arose?

A. No.

Crown Counsel: Before you bought your shares, was there any dispute between you and Mr. Premillin regarding this contract?

20

A. No.

Commissioner: When you wanted to invest moneys, your husband was advised by Mr. de Silva to get a good investment. When he advised, did he take into consideration the prospects of this contract?

30

A. I do not know. I think Mr. S.R. de Silva would have convinced him that it is a good investment. If my husband advised me to invest in anything, I invested without any questioning.

Commissioner: Without inquiring into details?

A. Yes.

The documents speak for themselves.

Crown Counsel: Are you aware that there was a gentleman called Mr. Leemberg who was a Director of E.C.C. at one time?

40

A. Yes.

Q. Are you aware that there was correspondence between Mr. Leemberg and the Company in regard to the work that E.C.C. was going to do for S.O.C.E.A.?

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No. 7

Mrs M.C.
Ratnagopal
(continued)

Before the
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No. 7

Mrs M.C.
Ratnagopal
(continued)

A. It was not during my time. But later on when I went through the minutes, I found that it was so.

Q. You have not been through the correspondence file regarding this matter, or what did you find from the minutes?

A. That he had negotiations with Socoman's people.

Q. In Ceylon or abroad?

A. I can't remember.

Q. Had Mr. Leemberg met your husband abroad in connection with this matter? 10

A. I do not know.

Commissioner: Did the minutes give an indication of any such thing of your husband having met Mr. Leemberg abroad?

A. I can't remember.

Crown Counsel: Do you know what the original proposal that E.C.C. made to S.O.C.E.A., on what basis they were going to do the work, or what the offer was? 20

A. I don't know.

Q. Do you know whether that offer was increased or reduced?

A. I do not know.

Q. In short, in spite of your being the Chairman of the Board, you had absolutely no knowledge or very little knowledge of what E.C.C. is doing?

A. Yes.

Commissioner: You were Chairman of the Board? 30

A. Yes.

Q. You were aware of matters that took place at the Board Meetings?

A. Yes.

Q. You had very little knowledge of the actual working conditions?

A. Yes.

Q. These are matters which you did not concern yourself?

A. Yes. 40

Q. You left that to the executives?

A. Yes.

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Contracts
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Crown Counsel: Mrs. Ratnagopal, in regard
to C.Y.F.R.A., what do you know?

Evidence

A. There was no work done. It was just
closed down.

No. 7

Commissioner: Why did you start C.Y.F.R.A.?

A. We thought we can do something.

Mrs M.C.
Ratnagopal
(continued)

10

Q. This Equipment Company needed agents and
secretaries. Every company needs one. So,
if you start a company to put agents and
secretaries, there is work to be done?

A. Well, I did not get any work.

Q. At all times you must have had a secretary
to the Equipment Company?

A. Yes.

20

Q. And if the Equipment Company did any work
in the way of ordering things or selling
things or distributing things, agents and
secretaries would be helpful. Who
suggested the idea of forming the company
to put agents and secretaries?

A. I can't remember.

Q. You could not have thought of it yourself?

A. I can't remember.

Q. First answer that question. You could not
have thought of it yourself?

A. No.

30

Q. Then there were two ladies starting this
company of agents and secretaries?

A. Yes.

Q. Could it be that somebody who understood
more about the business of agents and
secretaries, or your husband, suggested
that it might be a good idea to have an
Equipment Company for agents and
secretaries, and why not have Mrs. Nadarajah?

A. I can't remember.

40

Q. Several things I can accept your saying
I can't remember.

A. I can go and find out.

Before the
Contracts
Commission

Evidence

No. 7

Mrs M.G.
Ratnagopal
(continued)

Q. From whom else can I find out except from you and Mrs. Nadarajah?

A. There are some books that I have to look into.

Q. Why was it run in your house?

A. Because we did not have another place.

Q. Why not in Mrs. Nadarajah's place?

A. Well, there was no room.

Q. Why not in some part of the building of the Company?

A. There was no room. Why all this struggle, after having formed a company, and have it in your house?

10

A. Because that was the only place.

Q. Then you must set apart a room in your house, employing some sort of staff. If there is no work, you should have closed it up.

Q. Is there a cancellation of the registration?

Crown Counsel: I will have to check that.

Q. When you start a business like that, the law requires that you must have it registered?

20

A. Yes.

Q. With the Registrar of Companies?

A. Yes.

Q. The law also provides that when you cease to carry on the business, you must notify the Registrar of Companies that you have ceased a notice of cessation?

A. Yes.

Q. How were the profits to be divided?

A. Between both of us.

30

Q. What is the extent of the loss?

A. Only a couple of hundred rupees.

Q. There would have been equipment?

A. Yes.

Q. Like tables and chairs?

A. Yes. It is all my furniture.

Q. For the room and the furniture you did not charge?

A. No.

Q. You had to pay Ratnasamy?

A. Yes.

Q. That is all out of your pocket?

A. Yes.

Q. What did you expect to do with this?

A. I started this business.

Before the
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No. 7

Mrs M.C.
Ratnagopal
(continued)

10 Commissioner: This is not a business, this is an Agency House, that is not really business at all, it is merely an employment.

A. Well, we have to get some agencies.

Commissioner: Well, you did without agencies?

A. We were hoping to get.

Commissioner: For what purpose, there must be something to do with agencies to buy or sell or distribute, you had nothing at the time, and you closed down?

20 A. We tried to but we could not get anything.

Commissioner: What were the trials the attempts?

A. We tried to do clearing.

Commissioner: Clearing for whom?

A. Various people.

Commissioner: Did you do any clearing?

A. No.

Commissioner: How did you try to do clearing?

A. You get these people who want various things done.

30 Commissioner: What were the attempts you made to do clearing?

A. Mr. Ratnaswamy said he was able to do this.

Commissioner: What were the attempts made?

A. I do not think he made any attempts. He said I am trying this, I will do this and do that, he said I can get business and did nothing.

Q. Did you canvass any business?

A. Everything was done by Mr. Ratnaswamy.

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No. 7

Mrs M.C.
Ratnagopal
(continued)

Q. Did you do any agency work for Equipment and Construction Company?

A. I do not think so.

Q. That is the obvious place, you bought a large number of shares, I take it when you bought the shares they said we will make you Directors?

A. Yes.

Commissioner: Here is a company doing business, people from whom if there was any work to get you get the work, there is something I cannot understand yet, why open up the Agents and Secretaries business and closing it without any work done.

10

Q. You said you carried on business for 3 months?

A. Just about 3 months.

Q. What happened to the books?

A. May be at home.

Commissioner: With you?

A. I hope so.

20

Commissioner: Can you produce those books?

A. I will try to,

Q. Within those 3 months did you purchase a car for Cyfra a Peugeot 404 No:8610?

A. I do not know.

Q. You must know if such a thing happened?

Commissioner: Cyfra buys it, if such a thing happened you must know?

A. It would not have happened.

Q. If it happened without your knowledge the other alternative is somebody else was doing your business, you were only a figure-head?

30

A. I know that we never bought a car.

Q. Your husband is a very experienced businessman?

A. I do not know, I hope so.

Commissioner: You need not be modest about that, your husband has been a very successful businessman?

A. Yes.

Q. In fact he owns quite a lot of property in London itself?

A. Yes.

Q. Where was he living during the course of the last 3 months?

A. At 65A Chester Square.

Q. Mr. Ratnagopal is known to some of the High Commission staff?

10 A. He knows everybody who comes to London to meet us.

Q. Did you know that summons from this Commission was out?

A. There was paper reports, I know that no summons was served when I was there.

Commissioner: You are quite right, paper reports, made you aware that there was a summons.

Q. He never used to go to the High Commission?

A. I would not say never, not recently.

20 Q. So he was living at 65 Chester Square can you explain how it was that the High Commission officers and the Crown Solicitors were unable to find him at Chester Square?

A. It is very strange because almost every day he used to telephone me and everybody who went from Ceylon used to come to 65A Chester Square and meet us. I cannot understand.

30 Q. When did you last leave Ceylon?

A. I think in August.

Q. Till you came back you were living at 65A Chester Square?

A. Yes.

Q. And your husband was there throughout?

A. Yes.

Q. Have you heard of the firm called London Asian Mercantile Produce Company Ltd.?

A. Yes.

40 Q. Who were the Directors?

A. I know my husband was a Director

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No. 7

Mrs. M.C.

Ratnagopal
(continued)

Before the
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No. 7

Mrs. M.G.
Ratnagopal
(continued)

Q. Did you know who the other Directors were?

A. No.

Q. Would it be correct to say one Edward Allan Crane?

A. I do not know.

Q. Did you know that Mr. Crane is a friend of your husband?

A. Yes.

Q. Has he visited you in Ceylon?

A. No.

10

Q. Mrs. Crane?

A. Yes, she has.

Commissioner: Not Mister, not to your knowledge?

A. No.

Q. On how many occasions has she visited you?

A. Once. She was with me.

Q. Do you know James Preston Anis?

A. Yes, I know.

Q. Was he a Director?

A. Yes, I think so, I do not know I am not quite sure. I know that he was either Secretary or something like that, I am not sure whether he was a Director.

20

Q. He had some association with the Company?

A. Yes.

Q. Do you know that Mr. Shirley Corea was also a Director?

A. I do not know.

Q. London Asian Mercantile & Produce Co. Ltd., is a firm registered in Britain?

A. I do not know.

30

Q. You do not know anything about London Asian Company?

A. I know nothing at all, beyond the fact that my husband was a Director.

Q. Is it correct to say you knew very little about the business interests?

A. Yes

Commissioner: You knew the Companies of which he is a Director but you did not know anything about the working policies or even who the other directors are in general?

A. Yes. I did not know in general.

Q. Do you know the property your husband owns in London?

A. Yes.

Q. What are they?

10 A. Eton Terrance, he has a house there, a flat in Hyde Park Square. I cannot remember the rest. There is a flat, I remember, it is either Square or Gardens, I am not sure.

Q. Hyde Park Gardens where Ceylon's High Commission is?

A. If the Ceylon High Commission is in Hyde Park Gardens then it is in the Square.

Commissioner: The Ceylon High Commission is situated in Hyde Park Gardens?

20 A. Then it is in Hyde Park Square.

Q. Do you know Mr. Ashmore Ratwatte?

A. Yes.

Q. He stayed with Mr. Ratnagopal when he was in London?

A. Yes.

Q. Do you know that Mr. Ashmore Ratwatte had obtained from these two gentleman Mr. Crane and Mr. Amis documents to the effect he had earned money in London that enabled him to bring a car down from London?

30 A. Yes I know it. I read about it in the papers.

Commissioner: From the evidence given by Ratwatte here?

A. That is correct.

Crown Counsel:

Q. You said you were not certain about the arrangements regarding the importation of materials for this Kandy Water Supply Scheme?

40 A. Yes.

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Commission

Evidence

No. 7

Mrs. M.C.
Ratnagopal
(continued)

Before the
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No. 7

Mrs. M.G.
Ratnagopal
(continued)

Q. You do not know on what terms the Equipment & Construction Co. used those materials?

A. Yes.

Commissioner: You do not know who else purchased or anything like that?

A. Yes.

Q. Or who paid?

A. Yes.

Q. Were you aware these materials were imported duty free?

A. Some of it. 10

Q. Do you know where the materials were taken to by the E.C.C. after clearing?

A. Kandy I presume.

Q. Do you know?

A. I do not know.

Q. Where does the E.C.C. stack its other materials?

A. We had a store in Kandy.

Q. Materials brought in expressly for Kandy Water Supply Scheme you presume were taken to Kandy?

A. Yes. 20

Q. Your other materials - where would those be stacked?

A. Store in Wattala.

Q. Who is in charge of the Wattala Store?

A. Mr. Hettiaratchi.

Q. Would there be books indicating what came in and what was taken out?

Commissioner: There must be books?

A. Yes. 30

Q. You know there are books?

A. No.

Q. With whom are the books?

A. If it is Wattala, Hettiaratchi.

Q. Kandy?

A. Would have been with the one in charge of Kandy - Mr. Cristensen.

Q. He is not here now - who took over?

A. I think Mr. Thavarasa.

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Evidence

No. 7

Mrs. M.G.
Ratnagopal
(continued)

Crown Counsel:

Q. You said Mr. Siebel was in charge of the Sales Department?

A. Yes.

Commissioner: What were the sales you did?

A. We imported machinery.

10

Q. Machinery for sale?

A. Yes.

Q. There would then have been work for your Agency house - clearing those materials when imported?

A. But in fact we did not.

Q. ECC imported considerable machinery for Government Departments and so on?

A. Yes.

20

Q. Are there commissions earned on the purchase of materials?

A. Sale of the materials - yes.

Commissioner: Apart from the sale, you do not earn a commission by the difference between the purchase price and the sale price - as your profit?

A. Yes.

Q. Are there commissions earned?

A. I do not know.

30

Q. Do you know that a system obtains - very largely of late, for supplier's commissions on purchase - if you are ordering - very large orders - the person supplying would make deduction by way of commission to the person who is buying?

A. I do not know.

Q. You do not know whether commissions were earned in that way?

A. Yes.

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Contracts
Commission

Evidence

No. 7

Mrs. M.C.
Ratnagopal
(continued)

Q. Do you know the commission is earned or paid in Ceylon or abroad?

A. No.

Commissioner: You should take to things you know a little more about. It is common for people to get things from abroad. A man who sells large quantities is prepared to give the buyer a commission and a good many people take those commissions - sometimes they get it here and sometimes they do not get it here.

10

Crown Counsel:

Q. Would the E.C.C. Overseas representative - may be your husband, know what commissions were earned abroad?

A. I do not know.

Commissioner: He must know?

A. May be - I do not know.

Q. Mr. Siebel was an ex-Police Officer?

A. That is right.

Q. Is he still working in your firm?

A. Yes.

20

Q. Is he due to leave your firm shortly?

A. He is hoping to retire. He is now an old man.

Commissioner: How old is he?

A. I would not know.

Q. Roughly you say he is an old man?

A. He looks feeble. Some are feeble quite early and some are not.

Commissioner: I am also an old man but I have not retired.

30

Q. When does Mr. Siebel propose to retire?

A. Soon, I suppose - I do not know.

Q. Do you know whether he proposes to leave the country as well?

A. Not for good - I think. He has his family abroad. I think he would be going to see the family but I do not know whether he is going for good.

Q. You said he was in charge of the Sales Department?

A. Yes.

Before the
Contracts
Commission

Q. And the books would be in his custody?

A. Yes.

Evidence

No. 7

Q. Do you know what books are kept by the Sales Department?

A. I do not know.

Mrs. M.C.
Ratnagopal
(continued)

10

Commissioner: This is why I preferred to have your husband's evidence. I can understand your not knowing these things).

Q. Do you know who cleared the materials from the Harbour - Socea employees or ECC employees?

A. I do not know.

Q. Do you know when the ECC finished their part of the work on the Kandy Water Supply Scheme?

A. Yes.

Q. When?

A. I think it was finished about 2 years ago.

20

Q. About the end of 1965?

A. Probably.

30

Commissioner to Mr. Samarakkody: Do you want to ask her any questions in re-examination. You will appreciate what I told you - that I did not see the need for her being represented. Whenever there is any charge against any person - or anything about which a person may have to answer, I do not let any evidence go in without that person being represented. I did not expect anything like that with regard to her. She may not have been personally involved but I wanted to get some information.

Crown Counsel: I ask for summons on Thambiayyah Thavarasan to produce all ECC files relating to the Kandy Water Supply Scheme.

Commissioner: Yes, you must specify the documents in the summons.

40

Crown Counsel: Then I ask for summons on W.L. Siebel. Hettiaratchi. M/s Socea to produce letter PFT/AWP/9201/UO/1250

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of 15.10.64, to M/s Cyfra 18 Charles Place,
Colombo 5, and the Invoice E 9203 of
27.7.64 FF 1001915.

Evidence
No. 7

Commissioner: There are some other people - some
lady who had documents.

Mrs. M.C.
Ratnagopal
(continued)

Crown Counsel: May I question the witness, Sir.

Q. Is there a lady by the name of Mrs. Maud Peris
who works for the ECC?

A. I do not think so.

Crown Counsel: I ask for summons on Mrs. Maud
Peris, and on the witness to produce the
Cyfra books and on K. Ratnasamy of the
Y.M.C.A., Colombo. 10

Commissioner to witness: You can produce the
books. I do not want to serve further
summons on you.

Commissioner to Crown Counsel: So far as the
production of the books is concerned, do
you want to question her.

Crown Counsel: Depends on what books are produced. 20

Commissioner to witness: I am sitting at 9.15
tomorrow. You can produce them.

Witness: I do not know. I will have to look for
it. Would you give me more time.

Commissioner: I would be glad to give you more
time but, after 28th we have Government
holidays up to the 3rd of January. Later
in January I am going to Bangalore for the
International Jurists Conference. That
will take us to the middle of January. 30
If you can look for them and produce them
tomorrow it will be very helpful.

Witness: Otherwise?

Commissioner: We will meet on the 17th morning.

Mr. Samarakkody: Do you want her to be here in
any case tomorrow?

Commissioner: No, if you have the books bring them. If you do not have the books, you can send a message that the books have not yet been found and you must be here with the books on the 17th January 1968.

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—————
Evidence
No. 7

So far as Mr. Raja Ratnagopal is concerned, will you take charge of the summons on him to be here tomorrow?

Mrs. M.C.
Ratnagopal
(continued)

10 Witness: I cannot. You want me to give the summons to my husband.

Commissioner: Summons can be taken by your husband himself or by somebody on his behalf.

Witness: I do not like that at all.

Commissioner: I will have it served on him then.

20 Mr. Samarakkody: As soon as he arrives I hope to meet him and if I contact him I will inform him of this, if not today, tomorrow.

30 Commissioner: I have fixed a sitting tomorrow to hear his evidence. Otherwise, I shall have to take other steps. I cannot compel Mrs. Ratnagopal to take the summons on her husband but I can take other steps equally drastic. I do not want to do anything which is not necessary beyond the scope of my investigation. I want to ensure that he comes to give evidence. If you can take the summons on his behalf.....

Mr. Samarakkody: As I informed you, as soon as he comes, he will be able to appear before the Commission.

Commissioner: If he came yesterday...

Mr. Samarakkody: We do not know when he was wanted before this Commission.

40 Commissioner: I am more interested in his evidence than that of his wife. If he turns up here without summons ...

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Commission

Evidence
No. 7

Mrs. M.C.
Ratnagopal
(continued)

Mr. Samarakkody: No summons will be necessary.
He will come as soon as the information
goes to him.

Crown Counsel: Mrs. Ratnagopal could inform him
he is required today.

Commissioner: Can you do that, without taking
summons - inform him that his presence
is required tomorrow morning at 9.15.
It is far better if he turns up and gives
his evidence.

10

No. 8

Proceedings
28th December
1967

NO. 8

PROCEEDINGS

Contracts Commission

9.45 a.m.

28/12/67

Present: E.G. Wikremanayake, Esq., Q.C.
Commissioner.
Mr. E.D. Wikremanayake, Crown Counsel,
instructed for the Attorney-General.
Mr. J.B. Puvimanasinghe, Proctor.
Mr. J.A. Selvaratnam, S.P., C.I.D.
Mr. A.M.M. Sahabdeen, Secretary.

20

Crown Counsel: Summons has not been served on
Mr. Ratnagopal.

Mr. Puvimanasinghe: I appear for Mr. Ratnagopal.
He returned to Ceylon about 2 days ago.
In fact, yesterday, your Honour gave a
message to his wife; he got the message
but he had made arrangements to go up
country. If Your Honour could fix a date,
he is prepared to come to give evidence.

30

Commissioner: I indicated yesterday quite clearly
that I would not be able to sit again for
some time. Mr. Ratnagopal has ample time
not to be here when I come back: The
summons could not be served on Mr.
Ratnagopal in London, although several
attempts were made to serve it on him at the

10 address known to the High Commission,
which Mrs. Ratnagopal told me yesterday
was his address, and he was living there
with her throughout the whole period when
summons could not be served. She could not
understand why it could not be served, nor do
I. On an earlier occasion when he came here,
I indicated the dates on which I was sitting
and Mr. Samarakkody who appeared for Mrs.
Ratnagopal, undertook to have him here when
he arrived in Ceylon on the 20th, at first,
and, later, when he did not arrive on the 20th,
on the 27th, by which date he arrived. Mrs.
Ratnagopal was present here yesterday. Mr.
Ratnagopal did not come, because he was not
summoned. All this is sufficient to indicate
that there is no desire on his part to appear
on summons. It seems to be there is sufficient
material for me to act on, treating him as a
20 person who is seeking to evade summons, because
summons was sent to the place where he was
said to be yesterday. Mrs. Ratnagopal said
he would be there at lunch-time. She ought
to know his movements. Now, having got the
message, he found it necessary to do something
else. You tell me he will come, but I have had
that assurance before, and I am going to
ensure that he comes by directing that summons
be served on him by substituted service, by
30 affixing a copy of the summons to the house
at 7 Queen's Road, Colombo, which admittedly
is his residence in Ceylon, and also by sending
a copy of the summons by Registered Post to
him to the same address. If this fails to
effect his attendance, I shall proceed to take
the other steps that I am empowered to take
to ensure the attendance of a witness, such,
for instance, as issue of a warrant or a
proclamation, if that also fails. I do not
40 think any further evidence is necessary to be
placed before me than what has already been
placed to satisfy me that this is definitely
an attempt to evade service.

Crown Counsel: May I inquire whether Mr.
Puvimanasinghe's instructions are that

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No. 8

Proceedings
28th December
1967
(continued)

Mr. Ratnagopal will not come here today. If so, I propose to call some evidence, the evidence of Sgt. Peris.

Mr. Puvimanasinghe: Yesterday, before my client received your Honour's message, I telephoned the Commission in order to appear and ask your Honour for a clear date.

Commissioner: I indicated both to Mr. Samarakkody and Mrs. Ratnagopal, so far as clear dates are concerned, with the vacation coming in between, 10 and my going to India for the International Jurists Conference, I would not be able to give dates till somewhere in the middle of January, which is a date I have already given to Mrs. Ratnagopal too.....

(To Crown Counsel: Incidentally, has she sent the books?

Secretary: She has sent a note)

to produce the books she undertook to produce if she was not able to find them before 20 today.

I have here a letter written by her Proctor, Mr. Samarakkody, intimating that she has not been able to get at all the books and that she believes she will be able to produce the relevant books on the 17th.

Mr. Puvimanasinghe having entered an appearance for Mr. Rajah Ratnagopal, the intimation I give him are as good as given to Mr. Ratnagopal himself. Mr. Samarakkody 30 was appearing only for Mrs. Ratnagopal.

Mr. Puvimanasinghe: Is your Honour giving me a date when Mr. Ratnagopal can come. I can take the date down.

Commissioner: I will give a date. Is he coming here today.

Mr. Puvimanasinghe: He has gone up country. He had already made arrangements when he received information.

Commissioner: Have you any other instructions as 40 to his coming here today.

Mr. Puvimanasinghe: As a matter of courtesy to the Commission, he asked me to come today.

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Commissioner to Crown Counsel: His instructions are that Mr. Ratnagopal will not be coming today. In that event, you can lead the evidence of Sergeant Peris of the C.I.D.

No. 8

Proceedings
28th December
1967
(continued)

NO. 9

Evidence

No. 9

R. Gunawardene
Peiris

10

R. GUNAWARDENA PEIRIS

Crown Counsel calls:

R. GUNAWARDENA PEIRIS: Sergeant No: 3280, 35 years, Sworn.

Q. You are an officer in the Special Branch of the C.I.D.?

A. Yes.

Q. And yesterday you were given a summons to be served on Mr. Ratnagopal?

A. Yes.

20

Commissioner: Were you here in Court yesterday when Mrs. Rajah Ratnagopal gave her evidence?

A. No, I was not here. When I went I was told that Mr. Ratnagopal was in Colombo and had gone out, and that he will be back for lunch during the course of the day.

Crown Counsel: Did you make an attempt to serve that summons yesterday?

30

A. Yes.

Q. From what time?

A. From 11.45 a.m. till 5.30 p.m.

Q. Did you make an attempt to serve that summons this morning?

A. Yes.

Q. At what time?

A. I went around 5.30.

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Contracts
Commission

—
Evidence

No. 9

R. Gunawardena
Peiris
(continued)

Q. And at what time did you come back?
A. About 6.30. After that I went again.

Q. At what time?
A. 7.45

Q. Did you make another visit?
A. Yes.

Q. What was the time of your last visit?
A. At 8.10.

Q. You went to Mr. Ratnagopal's house?
A. Yes, No:7, Queen's Avenue, Colombo 7. 10

Q. When you went on the last occasion did you
meet anybody there?
A. Yes. I met Mrs. Ratnagopal.

Q. You know Mrs. Ratnagopal?
A. Yes.

Q. Have you seen her before?
A. Yes.

Q. Can you identify her?
A. Yes.

Q. What did you ask from Mrs. Ratnagopal? 20
A. I asked her whether Mr. Ratnagopal has
come last night. She said that he came
last night and went to Kandy to bring
some books to produce before Court today.

Q. Did Mrs. Ratnagopal indicate at what time Mr.
Ratnagopal would come here?
A. She said he will be here about 10.15.

Q. She said that he has gone to Kandy?
A. Yes.

Commissioner: She told you that he will be here 30
by 10.15?
A. Yes.

Commissioner: That is the point. You say that
Mr. Ratnagopal is not coming here at all.
Mrs. Ratnagopal says that he will be here
by 10.15.

Mr. Puvimanasinghe: Mrs. Ratnagopal has told the witness that he has gone to Kandy.

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Contracts
Commission

Commissioner: And will be here by 10.15 to produce some books before me.

Evidence

Mr. Puvimanasinghe: I came here to ask for a definite date. He will definitely come whether the summons is served or not.

No. 9

R. Gunawardena
Peiris
(continued)

Mr. Navaratnarajah is also appearing for him. He is also not in Colombo.

10 Commissioner: Well, that does not matter. If he comes here with Mr. Navaratnarajah and wanted a date, that entirely is a different matter. If he comes here without books and says that he wants a date to produce books, I will not refuse.

Have you served summons on other people too?

Crown Counsel: Attempts have been made to serve summons on S.O.C.E.A., but there was nobody there.

20 Commissioner: Issue summons on S.O.C.E.A. returnable on 8th January, 1968. If Mr. Ratnagopal wants a date to retain counsel or to produce books, he must come here and make an application, and not evade. He is fully aware of all the facts. He was aware of it when he was in London.

NO. 10

RECEIPT OF SUMMONS

No. 10

30 I, Mr. Rajah Ratnagopal of No. 7, Queen's Avenue, Colombo 7, received summons from P.S. 3280 Peries of the C.I.D. to appear before the Contract Commission at No. C 47, Brownrigg Road, Colombo 5, at 9.15 a.m. on 8th January 1968.

Receipt of
Summons
29th December
1967

Sgd: Rajah Ratnagopal
29.12.67 (11 a.m.)

Colombo, 27th December, 1967

Before the
Contracts
Commission

NO.11
PROCEEDINGS

No.11

9.45 a.m.
8/1/68

Proceedings
8th January
1968

Present: E.G. Wikremanayake, Esq., Q.C.
Commissioner.
Mr. E.D. Wikremanayake, Crown Counsel,
instructed for Attorney-General.
Mr. Rajah Jayagandhi Ratnagopal.
Mr. J.A. Selvaratnam.
Mr. Samarasekera, Advocate, instructed
by M/s Kodikara and Abeynaike, for
SOCEA.
Mr. A.M.M. Sahabdeen, Secretary,

10

Mr. Ratnagopal: I would like to make submissions
to Court because of various stories and
reports in the Press and other circles where
it was discussed. I made it convenient for
the Commissioner to read an affidavit I
have made already.

20

Commissioner: To whom?

Mr. Ratnagopal: To the Chair.

Commissioner: I have not seen it.

Mr. Ratnagopal: I intend handing it over. (Hands
over a document).

Commissioner: Mr. Rajah Ratnagopal appears on
summons and states that before he gives
evidence he wishes to place before me an
affidavit, which he now tenders (marked 'X'),
in which he sets out reasons why he has no
confidence in the Commission, because Mr. E.G.
Wikremanayake, Q.C., a Commissioner appointed
by His Excellency the Governor-General, is,
according to him, a person associated either
as a shareholder holding a number of shares or
a Director in a number of Companies. He
mentions a number of Companies (a) to (h), in
respect of all of which, except one, I am not
merely a Director but, in most cases, Chairman
of the Board of Directors, but it is incorrect
to say that I am either a Director or a
Shareholder of the Steel Products Ltd., of

30

40

which I was a shareholder at the inception,
 I resigned from that Company several years
 ago and I do not have anything to do with
 the affairs of that Company since then
 nor in the affairs he refers to in
 paragraph 13 of his affidavit. He seems
 to think that there is a conflict of
 interest between the Company of which
 I am the Chairman, the Associated Motor-
 ways, in tendering for Government contracts,
 and the Equipment and Construction Company,
 whose affairs I am investigating in
 relation to the contract for the Kandy Water
 Supply Scheme. He also sets out the fact
 that in a dispute that arose between Socomans
 and the Government of Ceylon in respect of
 the contract for the Kalatuwawa and Towns
 South of Colombo Water Scheme I was retained
 to give advice to Socomans. That is correct.
 I was not merely retained to give advice but
 I appeared for Socomans, and appeared
 successfully for Socomans, because we
 recovered a large portion of the claim made
 against the Government. That was in an
 arbitration. My appearance for Socomans as
 a lawyer makes no difference to my
 investigating into the affairs of Socomans
 at this Commission. He also refers to me as
 a Turfite, Race-horse owner and a Steward
 of the Ceylon Turf Club. I was a turfite
 at one time and owned race-horses at one
 time and was a Steward of the Turf Club. I
 do not see how that matters either. If that
 were relevant, I am neither a turfite nor a
 race-horse owner nor a Steward of the
 Ceylon Turf Club, which is not functioning
 now. He also refers to me as a close friend
 of Mr. S.R. de Silva, who may give evidence.
 Many others who were close friends of mine
 may have to give evidence. Many others who
 are people with whom I have been
 associated are people whose conduct I have to
 investigate and against whom I shall have no
 hesitation in holding, if necessary. These
 are not matters necessary to be brought
 before me. If he feels that he will not get
 a fair and impartial inquiry, his remedy is
 to go to the Supreme Court and get any order
 he likes from the Supreme Court, setting
 out these facts or any other facts, and get
 an order to the effect that I should not be

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Before the
Contracts
Commission

—————
No.11

Proceedings
8th January
1968
(continued)

permitted to investigate the matters His Excellency the Governor-General has called upon me to investigate. These are utterly irrelevant and I intend to proceed with the investigation until I am restrained by a Court with competent jurisdiction to restrain me. He states he doubts whether substituted service of summons on him is valid in law. His doubt about the law does not affect me in the least. The rules regarding the service of summons in these matters which I am investigating are rules applying to issue of summons District Court, with which I am very familiar. He also doubts whether, being a non-resident, he can be called upon to give evidence. I do not understand this. Whatever it be, I have noted the affidavit and made my comments on the affidavit, and he can take steps which he chooses to take further, but I direct him to be sworn or affirmed.

10

20

Mr. Ratnagopal: Having heard what the Commissioner said, I think I shall not proceed any further with these proceedings.

Commissioner: You may not proceed further with these proceedings but you are a witness.

Mr. Ratnagopal: Having heard you, I wish to withdraw from further proceedings, to give evidence.

Commissioner: If you refuse to be sworn, I shall have you reported to be dealt with for contempt.

30

Mr. Ratnagopal says in the affidavit that I have made up my mind and formed an impression with regard to his evasion of summons. The impression that I have formed is the result of the failure to serve summons on him by the Ceylon High Commission in Britain and the Crown Solicitors in England at 65A Chester Square, and, in his affidavit he sets out 65A Chester Square, where Mrs. Ratnagopal told us he was staying. Also, there are several other facts. Mr. Ratnagopal is a witness I am entitled to call and whom I have called. I call upon him to take the oath or

40

affirmation as the case may be, and to testify.

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Contracts
Commission

Mr. Ratnagopal: Having heard it, I am still convinced I am not prepared to give evidence before this Commission.

No. 11

Proceedings
8th January
1968
(continued)

10

Commissioner: Mr. Ratnagopal refused to give evidence. I will make a note of the proceedings and make a report to the Supreme Court immediately for contempt. He has had every opportunity of giving evidence, but he refuses to give evidence, on the grounds he sets out.

Mr. Ratnagopal: I am not refusing. I am saying I do not want to participate in the proceedings.

20

Commissioner: It is not a question of your participating in the proceedings. You are bound to give evidence under the law. If you refuse to give evidence it is a refusal and I will have to report you to be dealt with for contempt.

Mr. Ratnagopal: May I take my leave.

Commissioner: You will wait till I adjourn.

Crown Counsel: The E.C.C. have to produce the books.

Commissioner: Have they not been served with summons.

Crown Counsel: They have not been served. We have to call Mrs. Ratnagopal again.

30

Commissioner: Take out fresh summons on Mrs. Ratnagopal, and ask them to be here on the 17th, when the books are here.

Mr. Ratnagopal: If I am not a witness, may I get back to my chair.

Commissioner: You are a witness who has refused to give evidence. You stay where you are.

Crown Counsel: I ask for summons on Mrs. Ratnagopal, Mr. T. Nadarajah, Mr. T. Thevarasan, Mrs. R.S. Thuraisingham, Mrs. Mary Perera of the E.C.C.,

Before the
Contracts
Commission

No.11

Proceedings
8th January
1968
(continued)

and Mrs. Ratnayake of the E.C.C.

Commissioner: So far as SOCEA are concerned, what is the petition.

Mr. Samarasekera: I am appearing for SOCEA instructed by M/s Kodikara and Abeynaike. They have written to say that the documents are in the Head Office. They have got in touch with the Head Office, which has cabled that they are looking for the papers. They are not available today.

10

Commissioner: Let them intimate to the Secretary as soon as they are available. So far as the ECC are concerned...

Crown Counsel: They are summoned for the 17th.

Commissioner: Serve summons on Mrs. Ratnagopal and the others.

Mrs. Ratnagopal is Chairman of the Board of Directors.

No.12

Affidavit of
Rajah
Ratnagopal
8th January
1968

NO. 12

AFFIDAVIT OF RAJAH RATNAGOPAL

20

I, Rajah Ratnagopal of 65a, Chester Square, London, S.W.1. England, do hereby solemnly, sincerely and truly declare and affirm that:

1. I have been summoned to appear before the Commission of Inquiry appointed to inquire into certain matters concerning Contracts entered into between the Government of Ceylon and certain Contractors during the period between the 1st day of June 1957 and 31st day of July 1965.

30

2. I have read the terms of reference issued to the Commissioner, Emil Guy Wickramanayake Esq., Q.C., by His Excellency the Governor General which terms of reference have been published for the information of the general public and in particular of those summoned by the Commissioner, in the Government Gazette No. 14,540 dated October 22nd 1965.

3. The terms of reference include the investigation into the acts of public officers, contractors and their agents in respect of the contracts entered into between the Government of Ceylon and certain contractors between the relevant dates.

Before the
Contracts
Commission

No.12

Affidavit
of Rajah
Ratnagopal
8th January
1968
(continued)

10 4. I state that a Commissioner investigating into such matters should be a person who has not in any way been concerned either directly or indirectly or indirectly by himself or through a company or other business in contracts with the Government and especially with the contracts in regard to which he is conducting investigations because such a Commissioner has necessarily to exercise a very high degree of impartiality towards the persons whose conduct becomes the subject of investigation by him and a high degree of detachment towards the matters inquired into by him.

20 5. In particular a Commissioner appointed under the Commissions of Inquiry Act has to observe the rules of fair play and justice in conducting his investigations.

30 6. I am advised that the Commissions of Inquiry Act gives very wide powers to a Commissioner and these are under the Act, very few of the safeguards that the law has created to protect a witness compelled to give evidence in a Court of Law against any improper exercise of power by a Judge or Counsel in a Court of Law.

7. I therefore think that in my own interests, I should place before the Commissioner certain facts which in my view would place me in a very difficult and unfair position if I were to be compelled to give evidence before the Commission so long as Emil Guy Wickramanayake Esquire is the Commissioner appointed to conduct investigations.

40 8. Mr. Wickramanayake is a person who for a considerable period of time has been closely associated either as a Shareholder holding a considerable number of shares, or as a director in several companies that have been interested in or been tenderers for Government Contracts. The following are some of these companies:-

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Contracts
Commission

No.12

Affidavit
of Rajah
Ratnagopal
8th January
1968
(continued)

- (a) The Associated Motorways Ltd.
- (b) The Colombo Apothecaries Co. Ltd.
- (c) The Steel Products Limited.
- (d) The Ceylon Glass Company Limited.
- (e) The Associated Rubber Industries Limited.
- (f) The Associated Batteries Limited.
- (g) The Associated Cables Limited.
- (h) The Associated Electrical Corporation Ltd.

9. I state that besides holding considerable shares 10
in each of the above Companies, the Commissioner,
Mr. Wickramanayake is the Chairman of the Board
of Directors of at least three of the above
Companies and director of certain others so that
in those capacities he would constantly have been
associated with transactions relating to tenders
presented to the Ceylon Government and to Contracts
with the Government. In particular the Companies
with which Mr. Wickramanayake the Commissioner has
been actively associated with would have been 20
interested in tendering for some of the business
which would become the subject matter of
investigations by Mr. Wickramanayake under the
terms of reference issued to him.

10. I state that if I am summoned by Mr.
Wickramanayake in his capacity as Commissioner,
and subjected to interrogation by him on matters
on which his interests may not be those merely
of Commissioner appointed under the Commissions
of Inquiry Act and guided by views formed on 30
information which may have found their way into
his mind not through the evidence placed before
the inquiry held by him as Commissioner, the rules
of natural justice would be seriously violated and
grave prejudice would be caused to me.

11. I state in particular that my wife Mrs.
Malinee Ratnagopal is the Chairman and the largest
shareholder of Equipment & Construction Co. Ltd.,
of Colombo which Company does inter alia the
business of importing and supplying industrial 40

plant and equipment and the business of Civil Engineers and Contractors. This Company is also the representative in Ceylon of several foreign Companies, the business interests of which are in direct conflict with those of the Companies in which Mr. E.G. Wickramanayake is either director or shareholder.

Before the
Contracts
Commission

—————
No.12

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of Rajah
Ratnagopal
8th January
1968
(continued)

10 12. I state that there has been frequent business competition between the aforesaid Companies in which Mr. Wickramanayake is interested and the said Equipment & Construction Co. Ltd. The said Equipment & Construction Co. Ltd. acting for and on behalf of foreign Principals, has tendered for Government Contracts in competition with one or more of the aforesaid Companies in which Mr. E.G. Wickramanayake has interests.

20 13. I further state that in 1960 Steel Products Ltd. of which Mr. E.G. Wickramanayake was a Director offered to purchase the Estate in Ceylon known as Segestra Estate from London Asian Mercantile and Produce Ltd. which was offered for sale through my Bankers in London. Steel Products Ltd. were not aware that I was the Managing Director and 99 per cent shareholder of this said Sterling Company registered in U.K. with an Authorised Capital of 100,000 - 0 - 0 Sterling.

30 Statements made by the Company and letters in support confirming the offer of Messrs. Steel Products are available in which they confirmed that they had sufficient influence with the Government of Ceylon to enable them to transfer the purchase price to U.K. or in the alternative to pay out of Sterling assets proceeds that they had in London. In March 1960 I visited

40 Ceylon and called on the Offices of Steel Products Ltd. to finalise the transaction. The directors when they became aware of my identity conveniently withdrew from the sale. I, due to reasons which I need not explain have advised my Bankers not to proceed for damages for breach of contract.

14. I further state that the said Equipment and Construction Co. Ltd. were sub-Contractors

Before the
Contracts
Commission

No.12

Affidavit
of Rajah
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(continued)

to Ms. Socoman for the Contracts entered into between the said Socoman and the Government of Ceylon for the Water Supply of Towns South of Colombo Schemes and for the Kandy Town Water Supply Scheme.

Disputes had arisen between Ms. Socoman and the Government of Ceylon in respect of the Contract for the Kalatuwawa and Towns South Water Schemes. Mr. E.G. Wickramanayake was retained to give advice and act for Socoman against the Government in respect of the said disputes and thereafter since the fees paid to Mr. Wickramanayake were disproportionate to the services rendered by him, Socoman sought the services of other younger and efficient counsel.

10

I submit that it will be a violation of the principles of natural justice if Mr. E.G. Wickramanayake inquires or investigates into any of the said contracts or sub-contracts as he has received instructions in a confidential capacity as legal adviser to Ms. Socoman for over a period of nearly two years for which service Mr. Wickramanayake drew very large fees.

20

15. I state that the Hon. Minister who selected Mr. E.G. Wickramanayake for the purpose of appointing him Commissioner to hold investigations could not have been aware of Mr. Wickramanayake's connections with the various Companies I have mentioned above and his peculiar disqualifications for holding the said Commission. It is strange that Mr. Wickramanayake himself has not addressed his own mind to the propriety of conducting these investigations in these circumstances.

30

16. I state that I have good reasons therefore to think that a fair and impartial inquiry cannot be held into any matters on which the Commissioner may choose to question me and my wife, into our interests both personal and business, will be gravely prejudiced if I submit myself to interrogation by the Commissioner.

40

17. I further state that I am justified in my apprehensions in view of certain incidents which have taken place in the course of proceedings before the Commissioner already.

18. Mr. Emil Guy Wickramanayake is a Turfite, Racehorse owner, Steward of the Ceylon Turf Club and a very close friend of Mr. S.R. de Silva who was the former Chairman of the Board of Directors of Equipment & Construction Co. Ltd., from August 1962 to August 1965 when he was compelled to resign from the Board by my wife, Mrs. M.C. Ratnagopal and her co-Directors for grave irregularities.

Before the
Contracts
Commission

No.12

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of Rajah
Ratnagopal
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1968

(continued)

19. Under Sec. 2 of the Commissions of Inquiry Act, His Excellency the Governor General may only appoint a Commission of Inquiry whenever it appears to be necessary that an inquiry should be held on information obtained as to:

- (a) the administration of any department of Government or of any public or local authority or institution, or
- (b) the conduct of any member of the public service, or
- (c) any matter in respect of which an inquiry will in his opinion be in the interest of the public safety or welfare.

The terms of reference of His Excellency to Mr. Wickramanayake would appear to be much wider than Section 2 would permit in so far as they require him to report whether the facts found by the Commissioner can give rise to certain presumptions of impropriety, negligence, omission, misconduct, etc. of persons.

20. I also state that even while Mr. E.G. Wickramanayake is functioning as Investigator under the Commission issued to him by His Excellency, the Companies of which Mr. E.G. Wickramanayake is Director or Chairman are Companies either interested in Contracts with the Government or are expecting to obtain such Contracts in the future so that Mr. E.G. Wickramanayake cannot be expected to bring an impartial and unprejudiced mind to bear on the evidence

Before the
Contracts
Commission

No.12

Affidavit
of Rajah
Ratnagopal
8th January
1968
(continued)

placed before him at the Inquiry and there is likely to be a conflict between duty and interest and as such is not unlikely that he will see a presumption of corruption or negligence or impropriety in many things which would not otherwise appear to him to be so.

21. I therefore state that in all the circumstances aforesaid I cannot be certain that if I were to submit myself to interrogation by the Commissioner, Mr. Wickramanayake, I could be sure of a fair and impartial inquiry and that a careful and accurate record of all the questions and evidence would be available. I also state that there is a real and substantial danger of forces not relevant to the inquiry under the terms of reference exercising such an overwhelming influence on the Commissioner's mind that the views he would form of the evidence and the presumption he is required to arrive at would not be altogether free from the influence of forces political, personal and commercial. 10 20

22. The Commissioner has already indicted even without giving me a chance of hearing my own explanations for certain facts which appear to have roused suspicions in his own mind, that I have been attempting to evade summons and has in consequence of such suspicions made unlawful and illegal threats of bodily restraint. This conduct on the part of the Commissioner has had the unfortunate effect of removing any confidence I may have had in the Commissioner's intention to rise above the influences under which I know he is placed, and such conduct has only increased the reasonable doubt created in my mind that justice and fair play may not be meted out to me at his hands. 30

23. I state that I am appearing before the Commission to place before the Commissioner my reasons as to why I should not be compelled to subject myself to interrogation before the Commission. I have also a doubt in my own mind as to whether the summons served on me by "substituted service", in law valid and effective to compel me to appear and give evidence for the reasons given below. 40

24. I am not a resident of Ceylon nor a citizen of Ceylon having surrendered my Ceylon Passport and become registered as a British

Citizen. I own no property in Ceylon and my residence is 65a, Chester Square, London, S.W.1. and maintained as my regular residence. I am domiciled in the United Kingdom.

Before the
Contracts
Commission

No.12

25. I have come on a British Passport to Ceylon temporarily to visit my wife and children who reside at No. 7, Queen's Avenue, Colombo 7.

Affidavit
of Rajah
Ratnagopal
8th January
1968
(continued)

10 Read over and affirmed at Colombo this 8th day of January, 1968 before me.

Sgd. Rajah Ratnagopal
on a Rupee Stamp
8.1.68.

Sgd:.....

Justice of Peace.

NO. 13

No.13

CERTIFICATE OF COMMISSIONER

Certificate of
Commissioner
16th January
1968

No. CC/N.3

16th January, 1968.

20 Under the powers vested in me by virtue of the Commission issued to me by His Excellency the Governor General on the 22nd of October, 1965, and published in Government Gazette No. 14540 of Friday, 22nd October, 1965, I caused Summons under my authority to be issued by my Secretary to procure the attendance as a witness of Mr. Rajah Ratnagopal, presently of No. 7, Queen's Avenue, Colombo 7. The Summons was served on Mr. Rajah Ratnagopal. Even before
30 it was served on him, he appeared through his Proctor, Mr. Puvimanasinghe, who desired a clear date for the hearing of his evidence, which I agreed to fix on the Summons returnable date, when I indicated that Mr. Rajah Ratnagopal should appear before me and make this application. On the 8th of January, 1968 Mr. Rajah Ratnagopal appeared. When directed to be sworn or affirmed, he refused to proceed any further and refused either to be

Before the
Contracts
Commission

sworn or to give evidence. In doing so, he
has been guilty in my view of contempt of this
Commission.

No.13
Certificate of
Commissioner
16th January
1968
(continued)

Under the provisions of the Commissions of
Inquiry Act, I determine that he has been
guilty of contempt against and in disrespect
of the authority of this Commission, and I
direct my Secretary to transmit to the Superme
Court a certificate of my said determination
for such action as the Supreme Court may deem
necessary.

10

Sgd.: E.G. Wikramanayake

Commissioner

In the Supreme
Court

NO. 14

RULE UNDER SECTION 47 OF THE
COURTS ORDINANCE

No.14

Rule under
Section 47 of
the Courts
Ordinance
21st January
1968

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

APN/GEN/2/68.

IN THE MATTER of a Rule under section 47
of the Courts Ordinance (Chapter
6) against Rajah Ratnagopal of
65A, Chester Square, London,
S.W.1. England, and presently
of No. 7, Queen's Avenue,
Colombo 7.

20

To: Rajah Ratnagopal of No. 7, Queen's Avenue,
Colombo 7, the Respondent above named.

W H E R E A S in pursuance of the
provisions of section 2 of the Commissions of
Inquiry Act (Chapter 393), and by Warrant under
the Public Seal of the Island of Ceylon dated
22nd October 1965 as proclaimed by
publication in the Ceylon Government Gazette
Extraordinary No. 14,540 of the same date, His
Excellency the Governor-General was pleased
to appoint Emil Guy Wikramanayake, Esquire, Queen's
Counsel, to be his Commissioner for the purpose

30

of inquiring into and reporting on all abuses in connection with tenders made by contractors for the construction of buildings or other works for or on behalf of any Government Department;

In the Supreme
Court

No.14

10 AND W H E R E A S by such appointment the said Emil Guy Wikramanayake, Esquire, was under section 7 of that Act vested with power to examine as witnesses all such persons as he may think it necessary or desirable to examine, and for that purpose to administer or cause to be administered to every such witness an oath or affirmation as could be required in a Court of law;

Rule under
Section 47 of
the Courts
Ordinance
21st January
1968
(continued)

20 AND W H E R E A S it is provided by section 12 of the said Act that a person who refuses to be sworn upon a summons has already been served shall be guilty of the offence of contempt against or in disrespect of the authority of such Commission;

AND W H E R E A S it is further provided by section 10 thereof that every such offence shall be punishable by the Supreme Court or any Judge thereof under section 47 of the Courts Ordinance (Chapter 6) as though it were an offence of contempt against or in disrespect of the authority of that Court;

30 AND W H E R E A S the said Emil Guy Wikramanayake, Esquire, has in terms of section 12(2) of the said Act certified to this Court that you appeared before him on summons on the 8th day of January 1968 but refuse to be sworn or to give evidence, and also determined that you have by such refusal committed an offence of contempt against or in disrespect of the authority of his Commission:

40 THESE are therefore to command you to appear in person before the Supreme Court at Hulftsdorp, Colombo, on Friday, 2nd February 1968, at 11 o'clock in the forenoon, and show cause, if any, why you should not be punished under section 47 of the Courts Ordinance read with section 10 of the Commissions of Inquiry Act for the offence of contempt committed against and in disrespect of the

In the Supreme Court

No.14

Rule under Section 47 of the Courts Ordinance 21st January 1968 (continued)

authority of the said Commission.

AND it is ordered that this Rule be served through the Fiscal of the Western Province.

Witness the Honourable Hugh Norman Gregory Fernando, Chief Justice, at Colombo this 21st day of January in the year One thousand nine hundred and sixty eight and of Our Reign the Sixteenth.

Sgd. N. Navaratnam

Seal Registrar of the Supreme Court

10

No.15

NO. 15

Journal Entries 2nd February 1968

JOURNAL ENTRIES

2.2.68

Before: Hon the Chief Justice
Hon T.S. Fernando J.
Hon Tambiah J.

E.R.S.R. Coomaraswamy with R.R. Nalliah, C.D.S. Siriwardene, Nihal Jayawickrema, Manavi Haniffa and P.A.D. Samarasekera for the Respondent
H.L. de Silva, Crown Counsel for the Attorney - General as amicus curie. 20

The Respondent has cause to show and Counsel asks for time to file affidavits.

Order

To list on a date convenient to Court in the week beginning 14th March 1968.

Sgd: Laurie Wickremasinha
Deputy Registrar, Supreme Court.
2.2.1968.

8th March 1968

8.3.1968

30

Proctors for the respondent files affidavit and documents.

Intld
8/3

15.3.68

In the Supreme
Court

Present: Hon the Chief Justice
Hon T.S. Fernando J
Hon Tambiah J

No.15

Same appearances as before
To be resumed tomorrow.

Journal
Entries
15th March
1968

Sgd: Laurie Wickremasinha
Dy Registrar S.C.

16.3.1968

16th March
1968

10 Resumed.

To be resumed tomorrow.

Sgd: Laurie Wickremasinha
Dy Registrar S.C.

17.3.1968

17th March
1968

Resumed

To be resumed tomorrow

Sgd: Laurie Wickremasinha
Dy Registrar S.C.

18.3.1968

18th March
1968

20 Resumed

To be resumed.

Sgd: Laurie Wickremasinha
Dy Registrar S.C.

19.3.1968

19th March
1968

Resumed. Crown Counsel produces X1 - X4A and
Counsel for Respondent produces R1.

(1) J.A. Selvaratnam S.P., C.I.D. examined.
He produces R2 - Confidential letter from Secy
Contracts Commission.

30

(2) W.G. Robert de Silva of the office of
the Registrar of Companies examined. He marks
from his file -

In the Supreme Court

No.15

Journal Entries
19th March 1968
(continued)

- R3 - Statement showing original Directors of Steel Products Ltd in 1958.
- R4 - Statement of Shareholding as at 31.12.58
- R5 - Return of allotments
- R6 - Letter dated 14.2.68
- R7 - Form 48 - dated 15.6.1966

All relating to the Company "Steel Products Ltd" from the file PVS 1734.

(3) Sgt. Philip Mariadasan, P.S. 4971 Alwis Police officer examined.

10

To be resumed on 22.3.1968

Sgd: Laurie Wickremasinha
Dy Registrar S.C.

22nd March 1968

22.3.1968

Resumed.

Same appearances as before.

To be resumed.

Sgd: Laurie Wickremasinghe
Dy Registrar S.C.
22.3.1968

20

24th March 1968

24.3.1968

Resumed.

Same appearances as before.

Mr. G.A.D.E.A. Seneviratne, S.P., C.I.D. Special Branch gives evidence called by Counsel for Respondent and produces copy of letter dated 27.12.1967 from Commissioner, Contracts Commission and Permanent Secretary to the Ministry of Defence and External Affairs marked R8.

30

To be resumed.

Sgd: Laurie Wickremasinha
Dy Registrar S.C.
24.3.1968

25.3.1968

In the Supreme
Court

Resumed.

No.15

Same appearances as before.

25th March
1968

Crown Counsel produces -

'X6' - Letter dated _____ from Secretary
Contracts Commission to Permanent
Secretary to the Ministry of Defence and
External Affairs.

10

'X7' - Letter dated 8.12.1967 from Permanent
Secretary to the Ministry of Defence and
External Affairs to Secretary Contracts
Commission,

both on the subject of preventing Mrs. Ratnagopal
from leaving the Island pending the Inquiry.

ORDER RESERVED.

Sgd: Laurie Wickremasinha
Dy Registrar S.C.
25.6.68.

9.4.1968

9th April 1968

20

Present H.N.G. Fernando Hon. C.J. & Alles J.

Order delivered. Respondent guilty of contempt
and a fine of Rs. 1,000/= imposed on him. In
default one months simple imprisonment. Time
given till 30th April for payment of fine.

Sgd: Illegibly

30.4.1968

9.4.68

30th April 1968

Kachcheri Receipt No. 2923/^N/_{I6} 362863
for Rs.1,000 filed.

30

Initialed.....
30.4.68

In the Supreme Court

No.16

Affidavit of
Rajah
Ratnagopal
7th March
1968

AFFIDAVIT OF RAJAH RATNAGOPAL

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

IN THE MATTER of a Rule under Section 47 of the Courts Ordinance (Cap.6) against Rajah Ratnagopal of 65A, Chester Square, London, S.W.1. England, and presently of No. 7, Queen's Avenue, Colombo 7.

No: APN/GEN/2/68

10

Respondent.

I, Rajah Ratnagopal of 65A, Chester Square, London, S.W.1. England, do hereby solemnly, sincerely and truly declare and affirm as follows:-

1. I am the respondent above named.

2. By notice dated the 21st day of January, 1968, I have been commanded to appear before the Honourable the Supreme Court and to show cause, if any, why I should not be punished under Section 47 of the Courts Ordinance (Cap.6) read with Section 10 of the Commissions of Inquiry Act (Cap.393) for the offence of contempt that I am alleged to have committed against and in disrespect of the authority of the Commission, referred to in the said notice, and consisting of Mr. Emil Guy Wickremanayake, Queen's Counsel.

20

3. I submit that:-

(A) I am neither a citizen of Ceylon nor a resident of Ceylon within the meaning of Section 7 of the Commissions of Inquiry Act (Cap.393) and I could not, therefore, have been summoned before the said Commission, in terms of the provisions of the said Section 7, as stated by me in paras 23, 24 and 25 of my affidavit dated the 8th day of January 1968 tendered to the Commissioner.

30

40

(B) Even if I was amenable to the jurisdiction of the said Commission and, therefore, liable to be summoned under the said Section 7, I had good and valid reason for declining to participate in the proceedings of the Commission, as presently constituted, as stated by me in the remaining paragraphs of my said affidavit.

In the Supreme
Court

—————
No.16

Affidavit of
Rajah
Ratnagopal
7th March
1968
(continued)

10

(C) Even if I am not amenable to the jurisdiction of the said Commission, I am ready and willing to assist by participating in the proceedings and giving evidence, if the Commission were not constituted as at present, as stated by me in the said affidavit.

4. In support of the submission in para 3 (A) hereof, I would adduce the following facts:-

20

(a) I was born in Ceylon in 1924 and I was at one time a citizen of Ceylon;

(b) In 1947 I sold whatever properties I had in Ceylon. I have no properties whatsoever, movable or immovable in Ceylon now.

30

(c) In 1949, I left Ceylon, taking with me my cash assets before any exchange restrictions were imposed, and I purchased property in London in the same year;

(d) Ever since 1949, I have been engaged in business activities in London;

(e) In 1954, I came to Ceylon for the first time after 1949 and in November 1955, I married Miss Malini Chitra Samarakkody;

40

(f) In the same year, I took my wife to London, where she lived with me till 1961, except for one visit paid by her to Ceylon;

In the Supreme
Court

No.16

Affidavit of
Rajah
Ratnagopal
7th March
1968
(continued)

- (g) In 1958, we were in Ceylon for two months during the communal riots, and we lived at Maitland Crescent with my brother-in-law, the late V. Thurasingham, S.P.;
- (h) After the riots subsided, we returned to the United Kingdom, and in 1959, I renounced my Ceylon citizenship and became a citizen of the United Kingdom (in proof whereof I annex photostat copy of my certificate of citizenship of the United Kingdom marked "A" and typed copy "A1"; 10
- (i) My wife came to Ceylon in November 1961 and while living in the residence at Maitland Crescent of the late V. Thuraisingham, she fell ill in March 1962;
- (j) My wife, who had retained her Ceylon citizenship, then decided to continue to live in Ceylon on medical advice for reasons of health, and also in order to educate my children in the national languages and to enable them to have friends in Ceylon; 20
- (k) I have five children, to wit:
- (i) a son, Tilak, born in August 1956 in London who attended Royal College from 1962 to 1967 and who is now at Dulwich College, 30 London;
- (ii) a daughter, Priyani, born in April 1958 in Ceylon and now attending Bishops College Colombo;
- (iii) another daughter, Sriyani, born in London in February 1960 and now at Bishops College Colombo.
- (iv) and (v) Nilan and Nilmini, who are twins born in February 1964 in Ceylon, and now in Ceylon with my wife. 40

- (l) Although my wife came to live in Ceylon from 1962, she has travelled to London every year from 1963 and spent about 3 to 5 months with me in London in each year;
- (m) In April 1963, my wife sold the estate that at one time belonged to her late father and utilised the proceeds of sale to purchase premises No. 7, Queen's Avenue, Colombo 7, where she presently lives with the children who are now in Ceylon;
- (n) In 1964, my wife became the largest shareholder and in 1965 the Chairman, of Equipment and Construction Company Ltd., (which had been incorporated in 1948) and she still continues to be Chairman of the said Company;
- (o) In November, 1964 I was appointed Overseas Representative of the said Company, and among my functions as Overseas Representative is the duty to meet the principals of the Company abroad and to arrange credit terms and other matters for the Company. To enable me to perform these functions, whenever I come to Ceylon I visit the company and study its balance sheets and accounts and I discuss the affairs of the Company with my wife and other officers. I also advise and assist them in their problems and in the working of the Company, whenever my wife requests me to do so;
- (p) I visit Ceylon about twice a year on transit visas or holiday visas and stay on each occasion with my wife at her home for about two or three months;
- (q) My other business connections in London and abroad take me to various countries several times a year. These countries include France, Germany, Yugoslavia, the Scandinavian

In the Supreme
Court

No.16

Affidavit of
Rajah
Ratnagopal
7th March
1968
(continued)

In the Supreme
Court

No.16

Affidavit of
Rajah
Ratnagopal
7th March
1968
(continued)

Countries, Malaysia, Singapore, Thailand, India and Pakistan. In these countries also I stay for fairly long periods on my frequent visits there on visit Visas. I have on many occasions stayed longer in some of those countries than in Ceylon.

- (r) On my present visit to Ceylon I arrived in Ceylon on the 26th day of December 1967 on my British passport and on a transit visa issued and endorsed in Ceylon. I was en route to Singapore at that time for business reasons, and I broke journey in Ceylon only to meet my family and spend a few days with them before resuming my journey to Singapore. (I annex marked "B" typed copy of the relevant endorsements on my passport). My air ticket was to Singapore. (annex marked "C" typed copy of the said ticket). In the Embarkation/Disembarkation Card that I filled up at the Airport on the 26th day of December 1967, (now in the possession of the Immigration Authorities) I have entered that I was en route to Singapore and I was given a transit visa for five days. 10 20
- (s) I had no intention whatsoever of residing in Ceylon when I arrived at the Katunayake Airport on the 26th day of December 1967 or thereafter when I was served with the summons issued by the Commissioner, nor did I have any such intention whenever I arrived in Ceylon on my periodical visits to Ceylon to see my family and for business purposes; 30
- (t) My residences since 1959 have been and on the day on which the said summons was served on me were No. 65A, Chester Square, London, S.W.1., England and No. 3, Eaton Terrace, Belgravia, London and I was on that date at No. 7, Queen's Avenue, Colombo 7 only temporarily. 40
- (u) I own properties in the United Kingdom, including my said residential premises.

(v) The Commissioner's certificate to this Court also indicates that I am only temporarily in Ceylon when it refers to me as "presently of No. 7, Queen's Avenue, Colombo 7".

In the Supreme
Court

No.16

Affidavit of
Rajah
Ratnagopal
7th March
1968
(continued)

(w) I submit that for the reasons set out above and for other reasons that will be urged at the hearing I was not a resident of Ceylon at the time when the said summons was served on me, and, therefore, the Commissioner was not entitled or empowered in law to summon me.

10

5. In support of the submission in para. 3(B) hereof that, even if I was liable to be summoned by the Commissioner, I had good and valid reason for declining to participate in the proceedings of the Commission, as at present constituted, I submit with respect that:-

20

(A) the position of the Commissioner as a Director or Chairman of the Board of Directors or shareholder of several companies, which compete with the company, of which my wife is the Chairman and largest shareholder and of which I am the Overseas Representative, is such that there is bound to be a conflict of duty and interest, and there are other reasons which make it undesirable and improper that I should be compelled to give evidence before him.

30

(B) the manner in which the Commissioner has conducted the proceedings and made references to me and acted in regard to my freedom of movement, ever since I landed at Katunayake and even for a few months earlier and several other reasons have left me in no doubt that he is biassed and prejudiced against me and that justice and fair play will not be meted out to me at his hands.

40

6. In support of my submission in para 5(A) hereof, I would adduce the following facts:-

In the Supreme
Court

No.16

Affidavit of
Rajah
Ratnagopal
7th March
1968
(continued)

- (a) The Commission has been appointed to inquire into certain matters concerning contracts entered into between the Government of Ceylon and certain contractors during the period between the 1st day of June 1957 and the 31st day of July 1965;
- (b) I have read the terms of reference issued to the Commissioner, and published in the Government Gazette No.14,540 dated the 22nd day of October 1965; 10
- (c) I respectfully submit that a Commissioner investigating into such matters should be a person who has not in any way been concerned either directly or indirectly, by himself or through a company or other business, in contracts with the Government and especially with the contracts in regard to which he is conducting investigations, inasmuch as such a Commissioner has necessarily to exercise a very high degree of impartiality towards the persons whose conduct becomes the subject of investigation by him and a high degree of detachment towards the matters inquired into by him. 20
- (d) In particular, I submit that a Commissioner appointed under the Commissions of Inquiry Act has to observe the rules of fairplay and justice in conducting his investigations. 30
- (e) I have been advised that the said Act gives very wide powers to a Commissioner, and that there are under the said Act, very few of the safeguards that the law has created to protect a witness compelled to give evidence in a Court of law against any improper exercise of power by a Judge or Counsel in a Court of law. 40
- (f) I therefore considered that in my own interests, I should place before the

Commissioner on the 8th day of January, 1968, and I consider that I should now place before Your Lordship's Court certain facts which in my opinion would place me in a very difficult and unfair position if I were to be compelled to give evidence before the Commission so long as the present Commissioner is the Commissioner appointed to conduct investigations.

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(g) The Commissioner is a person who for a considerable period of time has been and/or is closely associated either as a shareholder holding a considerable number of shares, or as a director, in several companies that have been interested in, or been tenderers for or acted as agents or representatives of tenderers for, Government contracts. These companies include:-

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(i) The Associated Motorways Ltd.

(ii) The Colombo Apothecaries Co. Ltd.

(iii) The Steel Products Ltd.

(iv) The Ceylon Glass Co. Ltd.

(v) The Associated Rubber Industries Ltd.

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(vi) The Associated Batteries Ltd.

(vii) The Associated Cables Ltd.

(viii) The Associated Electrical Corporation Ltd.

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(h) I state that besides holding considerable shares in the above companies, the Commissioner is the Chairman of the Board of Directors of six of the above companies, including The Associated Motorways, Ltd. and director of another company so that in those capacities he would

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constantly have been associated with (1) transactions relating to tenders presented to the Ceylon Government and Government Corporations by any of the said companies, (ii) with transactions relating to contracts entered into with the Government and Government Corporations by any of the said companies, and (iii) with transactions relating to such tenders and contracts, in which any of the said companies was directly or indirectly interested for financial consideration or otherwise. In particular, the companies with which the Commissioner has been actively associated would have been interested in tendering for some of the business which would become the subject-matter of investigations by the Commissioner under the terms of reference issued to him.

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- (i) With reference to the matters set out in para 6(g) and (h) hereof, the Commissioner in an order delivered on the 1st day of February 1968 regarding an affidavit tendered by my wife, (the whole of which order was published in the Ceylon Daily News of the 4th February 1968 at pages 5, 13 and 14) stated -

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"I stated then very vaguely and I state now categorically that none of those companies makes any tenders to the Government for any matter in respect of which there may be even the remotest possibility of Competition with the Equipment and Construction Company Limited because, according to the affidavit of Mr. Ratnagopal, the Equipment and Construction Company is concerned with the importing and tendering for the supply of machinery. None of those companies has ever touched dealings with any machines".

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10 (j) I submit that the Commissioner has sought to draw this distinction on a false premise based on misconceptions of para. 11 of my said affidavit, which clearly stated that the Equipment and Construction Co. Ltd. "does, inter alia, the business of importing and supplying industrial plant and equipment and the business of Civil Engineers and Contractors." The said para. 11 also stated that the said Company is also the representative in Ceylon of several foreign companies, the business interests of which are in direct conflict with those of the companies in which the Commissioner is either director or shareholder."

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20 (k) The Commissioner is, and when he made the said order was, well aware that the Equipment and Construction Co. Ltd. has several lines of business, in which there has been competition in regard to tenders and contracts, inter alia with the Associated Motorways Ltd. of which he is Chairman. The Commissioner is also aware that there are certain tenders and contracts in which the Associated Motorways Ltd. (which has agencies, inter alia, for Leyland/Albion chassis, David Brown tractors, tyres and tubes and motor accessories) has been directly or indirectly interested as principal or agent, and in which Equipment and Construction Co. Ltd. has also been interested as principal or agent. (In support hereof I annex marked "D", the Memorandum and Articles of Association of Equipment and Construction Co. Ltd.). I would cite as examples in support of these averments:-

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(i) Associated Motorways Ltd., of which the Commissioner is the Chairman, are the agents for Leyland/Albion Chassis. The equipment sold by Equipment and Construction Co. Ltd., of which

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my wife is the chairman and I am the Overseas Representative, is mounted on chassis which compete with Leyland Chassis, as, for example, Mercedes Benz chassis. It is, therefore, possible for the Commissioner, by examining the books of the latter Company, and by cross-examining witness, to ascertain the future business and sales programmes of the said Company and take measures to counteract that business in the interests of the former company. 10

For example, in or about October 1967, the National Milk Board of Ceylon decided to purchase four road milk tankers from Larsen & Toubro Limited of Bombay, whose agents in Ceylon are the latter Company. A few days later, the Milk Board agreed to consider an offer for Leyland Chassis, mounted with the said tanks, through Messrs. Ashok Leyland of Madras, whose agents in Ceylon are the former Company who acted on their behalf in Ceylon in respect of the above matter. 20 30

After protracted correspondence between the parties, the Milk Board agreed to accept the tankers mounted on Mercedes Benz Chassis. (I annex marked "E1 to E15", fifteen documents relating to the said contract in proof of the above averments).

There are numerous other instances in which similar questions arose. 40

- (ii) Associated Motorways Ltd. is the agent in Ceylon for Kleber Colombes tyres and tubes, Equipment and Construction Co. Ltd., is the agent in Ceylon

for Trelleborg tyres and tubes. The two companies tender in competition to Government Departments and Boards. For instance, about one year ago, both companies tendered for tyres and tubes to certain corporations.

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10

- (iii) Associated Motorways Ltd., is the agent in Ceylon for David Brown Tractors, and the Company even made a recent tender to the Government, Equipment and Construction Co. Ltd., are agents for Gutbrod tractors from Germany.

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- (iv) Equipment and Construction Co. Ltd., has encountered difficulty in selling Atlas - Copco Truck mounted Compressors, for which the Company is the agent, in as much as the Associated Motorways Ltd., has invariably interfered with their contracts in order to sell their Leyland Chassis separately in order to obtain a larger margin of profit. A recent example relates to the supply of compressors to the Public Works Department.

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In 1967 the Public Works Department was desirous of purchasing a trailer driven or towed by a German vehicle. Equipment and Construction Co. Ltd. are the agents for Messrs. Scheurle who manufacture trailers in Germany. Equipment and construction Co. Ltd. offered to sell a trailer to the said department with the standard German manufactured cab chassis. The consideration of the offer was considerably delayed owing to Leyland chassis being incorporated by the Public Works Department at the

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instance of Associated Motorways Ltd. An order has been finally placed for the supply of the trailer with a Leyland chassis. (I annex marked "F1 to F4" documents in support of the above averments).

- (v) Numerous other examples can be given in respect of the said Company and other Companies, of which the Commissioner is Chairman or Director. 10
- (vi) Even today, there are tenders pending with the Public Works Department and other Departments, in which foreign principals represented in Ceylon by me, as overseas Representatives are in direct conflict with foreign principals, represented by companies of which the Commissioner is Chairman or Director. I do not wish to give details of these tenders in as much as they are pending. 20
- (1) I state that if I am summoned by Mr. E.G. Wikramanayake in his capacity as Commissioner, and subjected to interrogation by him on matter, s in respect of which his interests may not be those merely of Commissioner appointed under the said Act, and in respect of which he may be guided by views formed on information which may have found their way into his mind not through the evidence placed before him at the inquiry held by him as Commissioner, the rules of natural justice would be seriously violated and grave prejudice would be caused to me. 30 40
- (m) I state in particular that my wife is the Chairman and the largest shareholder of Equipment and Construction Co. Ltd. which Company does, inter alia, the business of importing and supplying industrial plant and equipment and the

business of Civil Engineers and Contractors and the said Company is also the representative in Ceylon of several foreign companies.

The business interests of all these Companies are in direct conflict with those of the companies in which the Commissioner Chairman, Director or shareholder.

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10 (n) I state that there has been frequent
business competition between the
aforesaid companies, in which the
Commissioner is personally interested
and the said Equipment and Construction
Co. Ltd. The said Equipment and
Construction Co. Ltd., acting for
and on behalf of foreign principals,
has tendered for Government Contracts
20 in Competition with one or more of
the aforesaid companies, acting for
themselves or as agents for and on
behalf of foreign principals.

(o) I further state that in 1960, Steel
Products Ltd. of which the Commissioner
was a Director from 1959 offered to
purchase the Estate in Ceylon known
as Segestra Estate from London Asian
Mercantile and Product Ltd. which
was offered for sale through my
30 Bankers in London. The Directors
of Steel Products Ltd. at that
time were Mr. E.G. Wikramanayake
and two others. Their names were
printed on the letter-heads of
letters forwarded to my Bankers.
The said directors were not aware
that I was the Managing Director
and ninety-nine per cent shareholder
of the said Sterling Company
40 registered in the United Kingdom
with an authorised capital of
£.100,000 Sterling. Statements
made by the Company and letters
in support confirming the offer
of Steel Products Ltd. are
available in London (but which
I am unable to produce as they
cannot be obtained unless I go to

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London personally). In these statements and letters, the said Company confirmed that the directors had sufficient influence with the Government of Ceylon to enable them to transfer the purchase price to the United Kingdom, or in the alternative, to pay out of proceeds of sterling assets that they had in London. In March 1960, I visited Ceylon and called at the offices of Steel Products Ltd. to finalise the transaction. When the said directors became aware of my identity, they withdrew from the transaction.

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Recently in 1967 the Commissioner sent certain Police officers to London to make certain inquiries regarding matters alleged to pertain to matters being investigated by the Contracts Commission. These officers also questioned Mr. J.P. Amis who had been Secretary of London-Asian Mercantile and Produce Ltd., till the 31st day of August 1961. I submit that interrogation of Mr. Amis had nothing to do with the matters being investigated by the Commission. Mr. Amis was the Secretary of the said company in 1960 when Steel Products made the said offer for Segestra Estate. I annex marked "G" a letter from Mr. Amis dated the 8th day of December 1967 confirming that he was questioned by the Police officers.

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In his order dated the 1st day of February 1968 the Commissioner stated that he had dropped out of the Steel Products Ltd. many years ago and sent in his resignation as a director. I have inspected the documents relating to Steel Products Ltd. (PVS 1734) in the office of the Registrar of Companies and I annex marked "H" the particulars registered therein regarding this company. According to these particulars Mr. Wikramanayake became a shareholder of this company on the

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31st day of December 1958 and other shareholders include his wife and children. He became a director in 1958 at the inception of the company and the only change in the directors is referred to in a letter dated the 14th day of February 1968 (after the said order dated the 1st February 1968 was made) in which reference is made to a form alleged to have been filed on the 28th day of June 1966. These particulars show that Mr. Wikramanayake was a director of the said company in 1960.

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(p) I further state that Equipment and Construction Co. Ltd. were sub-contractors to Messrs. Socoman for the contracts entered into between the said Socoman and the Government of Ceylon for the schemes for the supply of water to Towns south of Colombo and for the Kandy Town Water Supply Scheme.

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Disputes had arisen between Messrs. Socoman and the Government of Ceylon in respect of the contract for the Kalatuwawa and Town South Water Schemes. Mr. E.G. Wikramanayake was retained to give advice and act for Socoman and did so act against the Government in respect of the said disputes for several years from about 1956 to 1960 and he became acquainted with facts of a confidential nature regarding the affairs of Messrs. Socoman. He received large sums of money by way of fees. Thereafter, since the fees paid to him were disproportionate to the service rendered by him, Messrs. Socoman sought the services on my advice of other younger and efficient Counsel. (In proof whereof I annex photostat copies of ten of the several memos of fees paid to Mr. Wikramanayake by cash cheques marked "J1 to J10" amounting to Rs. 18,450 within a period of four months).

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I submit that it would be a violation of the principles of natural justice

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if Mr. Wikramanayake inquires into or investigates any of the said contracts or sub-contracts inasmuch as he has received instructions in a professional and confidential capacity as legal adviser to Messrs. Socoman for over a period of nearly four years for which service he drew very large fees.

The Commissioner, in his said Order dated the 1st day of February 1968 has stated that he did not act for the said company regarding the Kandy Town Water Supply Scheme. But I submit that this does not make a difference inasmuch as the terms of reference issued to the Commissioner are very wide and cover a long period from the 1st day of June 1957 to the 31st day of July 1965 and are not confined to any particular contract, and inasmuch as the Commissioner had in his confidential professional capacity gathered intimate knowledge and information regarding the working of Messrs. Socoman in regard to their contracts and regarding their transactions with their collaborators and sub-contractors in Ceylon, Equipment and Constructions Co. Ltd., which cannot be divorced or eradicated when he considers matters relating to the Kandy Town Water Supply contract and draws inference herefrom. 10
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(q) I submit that -

- (i) the Honourable Minister who selected Mr. Wickramanayake for the purpose of appointment as Commissioner to hold these investigations could not have been aware of Mr. Wickremanayake's connections with the various companies mentioned above and his peculiar disqualifications for holding the said Commission; 40
- (ii) It is strange that the Commissioner himself had not

addressed his own mind to the propriety of conducting these investigations in these circumstances;

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- (iii) It is more strange that even after I had brought these facts to his notice the Commissioner persists in holding the said Commission by drawing distinctions without a difference from the facts set out in the affidavit submitted by me to him by a failure to appreciate the premises on which the said affidavit was based. I am aware that in the past Commissioners who were placed in similar or less vulnerable positions voluntarily relinquished their Commissions.

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- (r) Mr. Wikramanayake is a turfite, race-horse owners, steward of the Ceylon Turf Club, and closely connected in those capacities and by ties of friendship with one S.R. de Silva, who was the Chairman of the Board of Directors of Equipment and Construction Co. Ltd. from August 1962 to August 1965 when he was compelled to resign from the Board by my wife and her co-directors for grave irregularities. I am aware that the said S.R. de Silva has taken a personal and undue interest in the investigations and inquiries that are being conducted by the Commissioner.

- (s) Even while Mr. Wikramanayake is functioning as investigator under the said Commission issued by His Excellency, the Companies of which he is Chairman or director are either interested in, or expecting to obtain in the future, or entering into contracts with the Government or Government Corporations, including Departments under the Minister who recommended his

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appointment (as illustrated by the contracts referred to in para. 6(k) hereof). I submit, therefore that Mr. Wikramanayake, however, honourable he may be, cannot be expected to bring an impartial and unprejudiced mind to bear on the evidence placed before him at the Inquiry and there is likely to be a conflict between duty and interest, and therefore, it is not unlikely that he will see a presumption of corruption or negligence or impropriety in many things which would not otherwise appear to him to be so. 10

- (t) I submit that I have good reasons, therefore, to think that a fair and impartial inquiry cannot be held into any matters on which the Commissioner may choose to question me and my wife, and that our interests, both personal and business, will be gravely prejudiced if I submit myself to interrogation by the Commissioner. 20

7. In support of my submission in para. 5(B) hereof, I would adduce the following facts:-

- (a) I am justified in my apprehensions of bias and prejudice against me on the part of the Commissioner by reason of certain incidents which have taken place in the course of proceedings before the Commissioner and by reason of certain action including illegal action taken against me by or at the instance of the Commissioner. These incidents and actions have induced in me the justifiable belief that justice and fair play will not be meted out to me at the hands of the Commissioner; 30 40
- (b) On or about the 5th day of September 1967, according to the Ceylon Daily News Report of the 6th September 1967, page 1 - annexed marked "K"), the Commissioner had ordered that summons be served on me at my London address through the Ceylon High

Commissioner in the United Kingdom requiring me to appear before the Commission on the 27th day of October 1967. I submit that the Commissioner had no power in law to have summons served on me in this manner.

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- 10 (c) By the 27th day of October 1967, the said summons had not been served on me. On that date, the Commissioner is said to have made the following order (according to the Times of Ceylon of the 28th October 1967 - marked "L").

20 "It would appear that despite all the efforts of the High Commissioner to serve summons through the Crown solicitors, who visited the house of Mr. Rajah Ratnagopal on three occasions, it was not possible to contact Mr. Ratnagopal to serve summons on him.

"The High Commission staff themselves made an attempt to serve summons on him, but that too failed.

30 "It would appear that in the meantime, Mr. Rajah Ratnagopal has met several eminent Ceylonese in London and, in the course of conversation with them, revealed that he was aware of the fact that he is required here to give evidence.

"I direct that the High Commission be written to again to take all steps possible to have summons served....."

I submit that -

- 40 (i) the Commissioner had no power in law to make the above order; and
- (ii) the third paragraph quoted above from the said order justifies my apprehension that the Commissioner is a person who will be influenced in his

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findings by matters elicited by him outside the proceedings of the inquiry held by him and even, perhaps during conversations or gossips with his friends.

- (d) I disembarked in Ceylon on the 26th December 1967 from the U.T.A. Plane which touched down at Katunayake Airport at 2.15 in the afternoon. My wife and her uncle, Mr. Edmund Samarakkody, Proctor, were at the airport. As soon as I finished my immigration formalities, Sgt. Mariadasan, Aliens Police Officer C.I.D., who was near the Immigration Counter, informed me that he wished to speak to me and took me to the Health room. There he requested me to wait there till he received further instructions from Police Headquarters. 10 20

I asked him whether he had a warrant for my arrest, and under what provisions of the law he was restraining me, a British citizen, in this manner. He replied that he had no warrant but that he had received instructions one hour before my arrival to detain me at the Airport and to report to Police Headquarters. 30

I was also informed that there were written instructions given at the instance of the Contracts Commission, which were entered in the Common Book maintained at the Airport. (I have ascertained that on or about the 27th day of September 1967 the Commissioner had given instructions which had been communicated to the Immigration authorities at all Airports through the C.I.D. that if I should at any time arrive in Ceylon, I should be restrained at the Airport and prevented from leaving Ceylon. These orders are still in force against me). 40

The Police Officer thereafter telephoned his superior officer, and then informed me that his superior officer wanted me to wait at the Airport till he and his party arrived. I protested that this amounted to wrongful arrest, and that, as I was hungry, I intended to leave with my wife. He, however, insisted that I should wait, and I then informed him that I should at least be permitted to complete my Customs formalities, which he allowed me to do.

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I then consulted Mr. Edmund Samarakkody and related to him the facts and he advised me to leave the Airport. But I was unable to leave as the Police Officer had my passport. I went back and asked him for my passport, but he again requested me to wait.

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I then informed him that I refused to wait, inasmuch as he had no written orders, and I insisted on leaving the Airport. I also took my passport which was on the table, and told him to inform his superior office of my address in Colombo. He again telephoned his superior officer, who disputed the correctness of the address given by me. I then informed the Police Officer that the address could be checked from my Immigration Card and I left the Airport with my wife and Mr. Samarakkody. (In support of the above averments, I annex an affidavit by Mr. Edmund Samarakkody, Proctor, marked "M").

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I respectfully submit that the manner in which I was treated at the Airport, for which the Commissioner was responsible, was not only a gross violation of my rights as a British citizen and my freedom of movement, but also generates in me a feeling of a total lack of confidence

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in the good faith, sense of justice and impartiality of a Commissioner, who was responsible for my being treated in this inhuman manner by illegal and improper means and by an abuse of power.

- (e) On the 27th day of December 1967, my wife who had earlier the 5th and 13th days of December 1967, again appeared before the Commission. On that date the Commissioner requested my wife to accept summons on my behalf, and on her declining to do so, he made the following pronouncement (according to "The Sun" of the 28th December, 1967 annexed marked 'N'):-

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"I cannot force you to accept summons on behalf of your husband, but there are other measures that can be taken to ensure his presence before the Commission and they may sometimes be drastic".

20

I was informed by my wife and her proctor Mr. Samarakkody that the Commissioner threatened to issue a warrant on me and to proclaim me. I have been advised that the Commissioner has no power in law to take these or any other drastic steps and I submit that the said threat was a threat to commit illegal acts.

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- (f) On the 8th day of January 1968, I duly appeared before the Commissioner and tendered my affidavit, and informed him that for the reasons set out therein, I did not wish to participate in the proceedings before him. As stated in para. 23 of my affidavit, I had only appeared to place before the Commissioner the legal and factual reasons as to why I should not be compelled to subject myself to interrogation before the Commission.

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The Commissioner thereupon became very angry and ordered the Secretary to summon my wife for the next date.

I verily believe that my wife was ordered to be summoned in retaliation for my being unwilling to participate as aforesaid.

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- (g) After the last date on which Your Lordships' Court made order fixing the present matter for inquiry the Commissioner has summoned certain employees and dismissed employees of Equipment and Construction Co. Ltd., (some of whom have litigation now pending against the said company before the Labour Tribunal or in proceedings before Your Lordship's Court) and has recorded their evidence both in public and in camera. According to the reports in the newspapers of those proceedings, the Commissioner has sought to obtain material from these witnesses to rebut the legal and factual defences that I have taken before Your Lordships' Court, including the question of my residence, and has questioned those witnesses regarding the inner working and organisation of Equipment and Construction Co. Ltd., (which is a rival in business of the companies of which the Commissioner is Chairman or director). (To illustrate this point, I annex the Times of Ceylon dated the 3rd February 1968 marked "O" which contains the proceedings of the same date).

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I submit with respect that these are not matters which fall within the terms of reference of the Commission, which include the inquiring into and reporting on all abuses in connection with tenders made by contractors for the construction of buildings or other works for or on behalf of any Government Department.

I further submit that interrogation of witnesses for purposes extraneous

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to the terms of reference and/or in a manner prejudicial to the matter pending against me before Your Lordships' Court constitutes an abuse of the powers of the Commissioner, and also tends to justify my fears and misgivings regarding the wisdom of appearing before the Commissioner.

(h) In or about January 1968 I was informed by the S.P., C.I.D. that I have no right to leave Ceylon, even if I desired to do so, in view of the orders made by the Commissioner. This restriction was for reasons independent of the matter now pending before your Lordships' Court. 10

(i) In December 1967 my wife was informed by the Immigration authorities that her passport had been suspended. I have ascertained that the said suspension was at the instance of the Contracts Commission on orders that she should not be permitted to leave Ceylon. The said suspension is still in force, (I annex two letters dated 8.12.67 and 28.1.68 from the Immigration Authorities in proof of the above averments marked "P1 and P2"). 20

8. Under section 2 of the Commissions of Inquiry Act (Cap.393), His Excellency the Governor-General may only appoint a Commission of Inquiry whenever it appears to be necessary that an inquiry should be held and information obtained as to:- 30

- (a) the administration of any department of Government or of any public or local authority or institution, or
- (b) the conduct of any member of the public service, or 40
- (c) any matter in respect of which an inquiry will in his opinion be in the interests of the public safety or welfare.

It is submitted that the terms of reference of His Excellency to Mr. Wikramanayake appear to be much wider than the said section 2 would permit in so far as they require him to report whether the facts found by the Commissioner can give rise to certain presumptions of impropriety, negligence, omission, misconduct, etc. of persons.

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10

It is further submitted that the Commissioner himself has extended the scope and objects of his inquiry into a much wider field than even the terms of reference issued to him permit and is seeking to elicit information which would be useful to Mr. Wikramanayake as Chairman or director of companies, which compete with the Company of which my wife is the Chairman or with foreign interests which are represented in Ceylon by the said company.

20

9. I, therefore, submit with respect that -

(a) in all the circumstances, aforesaid, I cannot be certain that if I were to submit myself, under compulsion, (if I am compellable), or voluntarily, (if I am not compellable) to interrogation by the Commissioner, Mr. Wikramanayake, I can be assured of a fair and impartial inquiry and that a careful and accurate record of all the questions and evidence would be available;

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(b) there is also a real and substantial danger of forces not relevant to the inquiry under the terms of reference exercising such an overwhelming influence on the Commissioner's mind that the views that he would form of the evidence and the presumptions and inferences that he would arrive at would not be altogether free from the

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influence of forces, political,
personal and commercial;

- (c) inasmuch as the facts set out by me show that the Commissioner had already indicated even without giving me a chance of explaining to him certain facts which appear to have aroused suspicions in his own mind, that I had been attempting to evade summons and had in consequence of such suspicions not only made unlawful and illegal threats of bodily restraint but had also been responsible for the wrongful restraint practised on me at the Katunayake Airport on the date of my arrival by a Police Officer, this conduct on the part of the Commissioner has had the unfortunate effect of removing whatever confidence I may have had in the Commissioner's intention to rise above the influences under which I know that he is placed. The said conduct has only increased the reasonable doubt created in my mind that justice and fairplay may not be meted out to me at his hands. 10
10. I, therefore, respectfully submit to Your Lordships that - 30
- (a) as a person who is not a citizen or resident of Ceylon, the Commissioner had no power to summon me and I was not, and am not, amenable to his jurisdiction as Commissioner;
- (b) even if he had the power to summon me, I had sufficient justification for declining to participate in the proceedings of the Commission as presently constituted; 40
- (c) even if Your Lordship's hold that in the circumstances I was bound in law to give evidence before the Commissioner. I have in good faith believed that I was not amenable

to his jurisdiction and that I was justified in declining to participate as aforesaid and I have not acted with any element of contempt.

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11. I submit with respect that I have shown sufficient cause why I should not be punished for contempt of the said Commission.

10 Signed and affirmed)
to at Colombo on)
this 7th day of March,) Sgd. R. Ratnagopal
1968.)

Before me.

Sgd. Illegibly

Justice of the Peace.

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PROCEEDINGS

No.17

Proceedings
19th March
1968

IN THE MATTER of a rule under Section 47 of
the Courts Ordinance (Chapter 6)
against RAJAH RATNAGOPAL

No. APN/GEN/2/68

BEFORE: H.N.G. Fernando C.J. (President)
T.S. Fernando, J., &
H.W. Tambiah, J.

COUNSEL: E.R.S.R. Coomaraswamy with R.R. Nalliah, 10
C.D.S. Siriwardene, Nihal Jayawickrema,
H. Haniffa, P.A.D. Samarasekera &
C. Chakradaran for the respondent.

H.L. de Silva, Crown Counsel, as
amicus curiae.

DATE: March 19, 1968

President: I inform Counsel at this state that
Crown Counsel was invited to address
Court on the basis that all facts 20
which can be regarded as established
by the affidavit of the respondent
are correct, and the address of
Crown Counsel so far has been only
on that basis. In the event that it
may become necessary at a later
stage for any evidence to be led by
Crown Counsel that will be permitted.

Mr. Coomaraswamy calls:-

Evidence

No. 18

NO. 18

Joseph Albert
Selvaratnam
Examination

JOSEPH ALBERT SELVARATNAM

30

JOSEPH ALBERT SELVARATNAM - Sworn - age 54
years - Superintendent of Police, Criminal
Investigation Department, (Investigation Branch)
Colombo.

Q. You have been summoned to produce all
directives and orders given by you to the
Aliens Police Officer and/or the Controller
of Immigration and emigration?

A. Yes.

Q. That is in connection with the respondent Mr. Rajah Ratnagopal from 8th September 1967, onwards?

A. Yes.

SHOWN X2. This is a document dated 27.9.67 addressed to I.P. Aliens, C.I.D., S.O. Katunayake
Message No.246?

Joseph Albert
Selvaratnam
Examination
(continued)

A. Yes. (witness reads out the document)

10 Q. Why was this direction given?

A. I did not deal with this message. It was given by the special branch. I am merely to produce it.

PRESIDENT: Q. You say this was an order from the special branch?

A. Yes.

T.S. FERNANDO J.

Q. That is a different branch from yours?

20

A. Yes.

Mr. Coomaraswamy: We were under the impression this was the S.P. who gave it, My Lords. We will have to summon the S.P. special branch.

Witness: I am only interested on item 3, that is, with regard to X4.

EXAMINATION CONTD.

Q. On 28.12.67 a message had been given to A.S.P., C.I.D. of Headquarters and a number of others regarding the respondent?

30

A. Yes but I do not know about. I know of X4 of 9.1.68.

Mr. Coomaraswamy: The other is also in X4. I will mark this X4a.

PRESIDENT: Q. Message No.248 is also a special branch matter?

A. Yes.

Q. X3, who can speak to that?

A. Special branch.

Evidence
No.18
Joseph Albert
Selvaratnam
Examination
(continued)

EXAMINATION CONTD.

Q. In regard to X4a, A.S.P., C.I.D., has given a message?

A. Yes. (witness reads out the message).

Q. Could you tell us for what reasons this was given?

A. I gave that message. I got a letter from the Secretary to the Commission and on that I acted.

TAMBIAH, J: Q. Have you got that letter?

10

A. Yes. (Handed to Court)

PRESIDENT: Have you seen that Mr. Coomaraswamy.

Mr. Coomaraswamy: No, My Lord. (It is handed to Counsel). My Lords, may the witness be asked to give a certified copy of this. I will mark it (R2).

PRESIDENT (to witness)

Q. The letter you received from the Secretary to the Commission was a request that Mr. Ratnagopal should not be allowed to leave the island?

20

A. Yes.

Q. On that request you made this order X4a?

A. Yes.

Q. That he should be arrested if he attempts to leave the island?

A. Yes.

Q. That was apparently your mode of trying to give effect to that request?

30

A. Yes.

T.S.FERNANDO, J:

Q. When you get a request of this nature do you advise yourself as to the legality of the proposed order - do you not consult your legal adviser?

A. I consulted legal advisers

40

TAMBLIAH, J: Q. Legal Adviser, meaning?
A. Crown Counsel.

PRESIDENT: Q. You were aware that
Ratnagopal was a British
subject?
A. Yes because of the passport.

TAMBLIAH, J: Q. You said you consulted Crown
Counsel, is that from the
Attorney-General's
department?
A. Yes and there is a special
Crown Counsel.

10

EXAMINATION CONTD.

Q. Was it the Crown Counsel attached to the
Commission?

A. Yes both, Crown Counsel attached to the
Commission and Crown Counsel from the
Attorney-General's department.

Q. Two Crown Counsel?

20

A. Yes.

PRESIDENT: Q. You consulted two Crown
Counsel?

A. Yes.

EXAMINATION CONTD.

Q. Can you tell us the name of the S.P.,
C.I.D., special branch?

A. Mr. G.A.D.E.A. Seneviratne.

PRESIDENT: Q. He was in office at that
time?

30

A. Yes.

EXAMINATION CONTD.

Q. Did you meet Mr. Ratnagopal about this
time?

A. I did. On the 9th night I received
a letter and on the 9th about 7.30
p.m. I went to his house but he
was not at home. On the 10th morning
about 7.30 a.m. I met him again in
his bungalow. I told him about the
receipt of the letter and that he
will not be permitted to leave the

40

In the Supreme
Court

island. He told me that he will take it up with the Permanent Secretary to the Ministry of Defence & External Affairs.

Evidence

CROSS-EXAMINED: Nil.

No.18

Joseph Albert
Selvaratnam
Examination
(continued)

PRESIDENT: Q. Were you subsequently spoken to or written to by the Ministry of Defence & External Affairs about this matter?
A. No.

Mr. Coomaraswamy: My Lords, I have also summoned the Registrar of Companies to produce a certain file. 10

PRESIDENT: In what connection.

Mr. Coomaraswamy: In connection with Steel Products.

Crown Counsel: That is on the business competition aspect of the matter.

Mr. Coomaraswamy: I can call him later. I have asked him to produce the file.

PRESIDENT: You produce the file, there is no harm. 20

Evidence

NO.19

No.19

Warakapitiya
G.R. de Silva
Examination

WARAKAPITIYA G.R. DE SILVA

19.3.68

WARAKAPITIYA GAMAGE ROBERT DE SILVA:
affirmed - 42 years - Inspector, Department of the Registrar of Companies, Colombo.

Examined by Mr. Coomaraswamy:

Q. The Registrar of Companies has been asked to produce the file in respect of Steel Products Ltd? 30
A. Yes.

Q. From your file can you tell us whether there are documents showing the original Directors of this Company in 1958?

A. Yes. They are, (1) Emil Guy Wikrananayake, (2) V.T. de Zoysa and (3) David Graham.

- Q. You produce a certified copy of that document marked R3?
A. Yes.
- Q. Have you got a list of those holding shares on the 31st of December 1958?
A. Yes.
- Q. You produce a certified copy of that marked R4?
A. Yes.
- 10 Q. The persons holding shares were Mr. E.G. Wikramanayake, Mr. V.T. de Zoysa and David Graham?
A. Yes.
- Q. Then for 1959 - September 1959 - you have a return of allotment?
A. Yes.
- Q. You produce a certified copy of that marked R5?
A. Yes.
- 20 Q. According to that return, 15,000 shares have been allocated, and there is an endorsement that Mr. Wickramanayake had bought shares numbering 2,250, and there are five names given including the name of Mr. Wickramanayake?
A. Yes.
- Q. Have you got a document in the file - a letter - dated 14.2.68?
A. Yes.
- 30 Q. You produce a certified copy of that marked R6?
A. Yes.
- Q. This is signed by a Director?
A. Yes.
- Q. That is the resignation of Mr. Wikramanayake as a Director on 1.6.66?
A. Yes.
- Q. I take it, you also have a form 48 filed?
A. Yes, its dated 15th June 1966.
- 40 Q. You produce a certified copy of that marked R7?
A. Yes

In the Supreme Court

Evidence

No.19

Warakapitiya
G.R. de Silva
Examination
(continued)

Cross examined by Crown Counsel: Nil.

T.S. FERNANDO, J: Q. How soon must the change of directors be notified to the Registrar?
A. Within 14 days of the date of such change.

Evidence

No.20

Phillip
Mariathasan
Examination

NO. 20

PHILLIP MARIATHASAN

PHILLIP MARIATHASAN: Sworn - 43 years - Police sergeant No.4971, Aliens Branch, C.I.D., Colombo. 10

Mr. Coomaraswamy: (Examination)

Q. You are the alien police officer at Katunayake Airport?

A. Yes.

Q. You remember on the 26th of December 1967, the respondent arrived at the Katunayake Airport at 2.15 by a U.T.A. plane?

A. Yes.

Q. Before he arrived, did you receive any message?

A. No. 20

Q. Did you meet the respondent at the Airport?

A. Yes.

Q. In what connection did you meet him?

A. Any passenger disembarking there has to pass the spot where I was, I met him after he passed the immigration.

Q. Is that the customs room?

A. That is before the customs room.

T.S. FERNANDO, J: Q. You are there always when planes arrive? 30

A. Yes.

Mr. Coomaraswamy: (Examination contd.)

Q. Did you speak to the respondent?

A. Yes.

Q. Did you take the respondent anywhere?....

In the Supreme
Court

Crown Counsel: I object to the question in
that form.

—
Evidence

No.20

Mr. Coomaraswamy: Although he is my witness,
I had no access to him.

Phillip
Mariathanas
Examination
(continued)

PRESIDENT: Q. Did you speak to him?

A. Yes.

Q. What did you tell him?

10

A. The passport was handed over
to me by the Immigration
Officer who was on duty there
at that time.

Q. Why was that?

A. That is the usual custom.
After the passport is stamped,
it is normal practice to hand
over the passport to the C.I.D.
officer on duty; that is
routine.

20

T.S. FERNANDO, J:

Q. In the case of any alien who
comes in, the Immigration
Officer hands over the pass-
port to the C.I.D. officer
who is there?

A. Not only the passport of an
alien, but even a
Ceylonese passport is handed
over in such a manner; that
is routine.

30

PRESIDENT:

Q. Is that done before or after
the stamping?

A. After stamping.

Q. After stamping, it is shown
to you?

A. It is handed over to me.

Q. What do you normally do?

40

A. We check it up with the pass-
port number and the
nationality of the visitor.

Q. Even though it is a Ceylonese
passport?

A. Yes.

In the Supreme
Court

Evidence

No.20

Phillip
Mariathasan
Examination
(continued)

Mr. Coomaraswamy: (Examination contd.)

Q. Did you speak to the respondent?

A. After seeing the passport, I read his name and I knew that his arrival was awaited here. He wanted my identity, and I told him who I was. Then he asked me whether I got a warrant and I said "no".

PRESIDENT: Q. Once you saw his name, what did you know?

A. I knew that Mr. Ratnagopal's arrival was awaited in Ceylon. I had previous instructions to report his arrival to our head office, special branch. He asked me whether I had a warrant.

10

Mr. Coomaraswamy: (Examination contd.)

Q. You said you had no warrant?

A. Yes.

PRESIDENT: Q. You knew that his arrival had to be reported to the special branch. 20

Mr. Coomaraswamy: (Examination contd.)

Q. Where did you speak to him?

A. In the main hall.

PRESIDENT: Q. What did you tell him to do?

A. I did not ask him to do anything.

Q. Did you take him anywhere?

A. No.

Q. Did you take him to a place called the 'Health room'?

A. I asked him to sit down, and he wanted to go into the Health Room.

30

Q. Why did you ask him to sit down?

A. That was because I had to contact my A.S.P. and get instructions.

TAMBIAH, J: Q. You wanted to restrain his movements?

A. Yes.

PRESIDENT: Q. Did you take him anywhere?

A. I did not. He went to the Health Room. That is also in the same hall.

Q. From where did you telephone?

A. We have a separate telephone in the same hall.

Q. He waited there while you telephoned?

A. Yes.

In the Supreme
Court

Evidence

No.20

Phillip
Mariathasan
Examination
(continued)

10

Mr. Coomaraswamy: (Examination contd.)

Q. Up to that time the passport was with you?

A. Yes.

Q. I take it you telephoned your headquarters?

A. Yes.

Q. What did you tell your superior officer?

A. I told him that Mr. Rajagopal had arrived and asked him whether there were any further instructions.

20

Q. What further instructions did you get?

A. I was asked to get all the particulars, the purpose of his arrival, his address in Ceylon. Those are the particulars that the A.S.P. wanted me to take, and thereafter I gave back the passport to him.

PRESIDENT: Q. You were asked to get all the particulars in regard to his visit?

A. Yes.

30

TAMBIAH, J: Q. Who was the superior officer you contacted?

A. A.S.P. Mr. Chandrasekera.

Mr. Coomaraswamy: (Examination contd.)

Q. I take it, all these telephone messages are recorded in the book?

A. Yes. Later I confirmed my conversation with the A.S.P. by telephone.

In the Supreme
Court

Evidence

No.20

Phillip
Mariathasan
Examination
(continued)

PRESIDENT: Q. Having telephoned headquarters you came back to where Mr. Ratnagopal was?

A. Yes.

Q. What did you do thereafter?

A. I gave the passport to him.

Q. You said you were told to get particulars. Did you do that?

A. I got the particulars from Mr. Ratnagopal.

10

Mr. Coomaraswamy: (Examination contd.)

Q. These particulars were particulars which would have been in his disembarkation card?

A. The address only: No. 7, Queen's Avenue. I wanted to find out whether he was going to live in his own house or with any of his friends.

Q. You had to look at the disembarkation card?

A. Yes.

Q. On that the address was given?

A. Yes.

20

Q. On that card, the purpose of his visit was also stated?

A. Yes.

Q. What were the further particulars you wanted?

A. There the purpose of his visit was only "transit" and the place was not mentioned.

Q. There was an endorsement on his passport?

A. Yes.

Q. There was an endorsement on this passport?

A. Yes.

30

SHOWN PASSPORT: Q. You see there the immigration endorsement?

A. Yes.

Q. Before you returned it, it was there?

A. Yes.

Q. Didn't the respondent ask you why you are questioning him?

A. No.

PRESIDENT: Q. He asked you whether you had a warrant?

A. Yes. When I was going through the particulars he asked me why and I said I wanted to go through it.

In the Supreme
Court

Evidence

No.20

Phillip
Mariathanan
Examination
(continued)

EXAMINATION CONTD.

Q. When he asked you why you wanted the particulars what did you say?

10 A. I said my Superior Officer wanted it.

T.S. FERNANDO, J:

Q. He asked you whether you had a warrant because you were not allowing free movement?

A. No.

PRESIDENT: Q. You asked him to sit down?

A. Yes, that was in order to telephone my A.S.P.

20

Q. When you asked him to sit down you were preventing him from going?

A. No.

TAMBIAH, J: Q. You took the passport and asked him to sit down?

A. Yes.

PRESIDENT: Q. At that stage, he asked you whether you had a warrant?

A. Yes.

T.S.FERNANDO, J:

30

Q. Had you any instructions to keep his passport till such time you received instructions?

A. No.

TAMBIAH, J: Q. You had instructions to arrest him?

A. No.

EXAMINATION CONTD.

Q. What were the instructions?

A. I was instructed only to report his arrival.

In the Supreme
Court
Evidence
No.20

Phillip
Mariathasan
Examination
(continued)

- T.S. FERNANDO, J: Q. Then why did you take his passport?
A. The passport was handed to me by the immigration authorities.
Q. You did not keep the passport of other persons?
A. I thought I should get more instructions from my superiors.

10

EXAMINATION CONTD.

- Q. You did not do this to other passports?
A. No.

- T.S. FERNANDO, J: Q. How many police officers were there at that time?
A. There was another P.C.
Q. You could have asked him to have an eye on the respondent while you go and telephone without taking the passport? 20
A. I thought it was not necessary because I did not think he would run away.
Q. Why did you keep his passport?
A. I thought it would be better to have the passport for more particulars once I telephone.

- TAMBIAH, J: Q. Why did you take the passport? 30
A. I did not take it. It was given to me by the immigration officers.

- T.S. FERNANDO, J: Q. Suppose the immigration officer handed back the passport to the respondent without giving it to you would you not have asked for it?
A. I would have. 40

TAMBIAH, J: Q. All the other passports were handed to you in a routine way?
 A. Yes.

Q. Thereafter what did you do?
 A. I handed back to the owners.

Q. In this case you did not hand it?
 A. I had prior instructions to report immediately.

In the Supreme Court

 Evidence
 No.20
 Phillip Mariathan
 Examination
 (continued)

10

T.S. FERNANDO, J:
 Q. For how long did you have this passport in your hand?
 A. For about 15 minutes.

Q. You did not think you were depriving anybody of anything?
 A. No.

EXAMINATION CONTD.

20

Q. The original instructions did not direct you to get these particulars?
 A. No, I was only asked to report.

PRESIDENT: SHOWN X2. You must have seen a copy of that message?
 A. Yes.

Q. You got that message?
 A. Yes.

Q. On that you took action?
 A. Yes.

30

Q. Is there anything about the passport?
 A. The number is given.

Q. Are there any instructions to keep the passport?
 A. No.

T.S. FERNANDO, J:
 Q. You did not think it serious to keep this passport for some minutes?
 A. That is so.

In the Supreme
Court

Evidence

No.20

Phillip
Mariathasan
Examination
(continued)

EXAMINATION CONTD.

Q. You are the one entrusted with this work everyday?

A. There are others.

Q. How often do you go there?

A. We cover almost all the flights.

Q. You know your duties in regard to passports?

A. Yes.

Q. In X2 the passport number given is PP 324954?

A. Yes.

10

Q. On this occasion the respondent's passport had the number PP 369310?

A. Yes.

Q. Did you tell the respondent you had received a message one hour before that he was arriving on this flight?

A. No.

TAMBIAH, J: Q. You knew this respondent earlier by name?

A. No.

20

T.S.FERNANDO, J: Q. Did the respondent say "You have no right to take the passport. Give it back"

A. No.

EXAMINATION CONTD.

Q. You have never met this respondent at the airport before?

A. No.

Q. Your superior officer did not ask you to tell him to wait at the airport?

A. No.

30

Q. Did you not tell the respondent that he should wait?

A. No.

Q. Tell us from your entries what time the plans arrived and what time the respondent left the airport?

A. I have not recorded the time the respondent left.

Q. What have you recorded?
A. Later I made an entry that I had informed
A.S.P. of the arrival of Mr. Ratnagopal.

In the Supreme
Court

Evidence

No.20

Q. What time is it?
A. At 3.45 p.m.

T.S. FERNANDO, J: Q. Does it show at what
time you telephone A.S.P.?
A. No.

Phillip
Mariathanan
Examination
(continued)

EXAMINATION CONTD.

10 Q. The plane arrived at 2.45 p.m.?
A. Yes.

Q. It is in the book?
A. Yes.

TAMBIAH, J: Q. How long was he there
with you?
A. About 15 minutes.

EXAMINATION CONTD.

20 Q. Read that entry (reads) "On orders of I.P.,
Fernando, I instructed P.C.5728 Perera to
caution T.O.Duty till 5 p.m. and P.S.
4020 Silva is given off for the day. I
have contacted 89 and informed him of the
arrival of Ratnagopal and also written a
message to be relayed to I.P. Alien
as he is in the arrival file. P.C.5728
Perera to relay this T.M. to Alien
officer."

30 Q. Is there any other entry about the
respondent?
A. No.

Q. Before the respondent left how many telephone
calls did you put through?
A. Only one.

Q. You asked the respondent to wait there?
A. Yes.

Q. Then he told you he wanted to do his
custom formalities?
A. No.

In the Supreme Court

Evidence No.20

Phillip Mariathasan Examination (continued)

Q. Do you deny that?
A. Yes.

Q. Did the respondent at any stage ask you for the passport?
A. He did not.

Q. Even if he asked, you would not have given?
A. I would have told him that I cannot give it until I got instructions.

Q. When did you get the instructions?
A. I cannot remember the date.

10

Q. Immediately the respondent came, you reported?
A. When I saw the name in the passport I reported to Headquarters.

Cross-examination

CROSS-EXAMINED by Crown Counsel.

Q. Is there a direct telephone connection from Katunayake airport to Colombo?
A. Yes.

Q. Did you use the direct line?
A. No, I went through the R.A.F. exchange.

PRESIDENT: Q. Why?
A. Our direct line is not so distinct.

20

Q. To whom is the direct line?
A. To the R.F.P. and from there to our Branch.

EXAMINATION (Contd.)

Q. How many minutes did it take you to contact your superior officer after taking the passport?
A. About 5 minutes.

30

Q. How long did it take for him to give you instructions?
A. Not even two minutes.

Q. In all for how many minutes did the respondent stay till you got instructions?
A. About 15 minutes.

Q. Did you request the respondent to wait till any superior officer arrived on the scene?

A. No.

Q. Did he protest to you that he was hungry?

A. No.

Q. Or that he was being wrongfully detained?

A. No.

In the Supreme Court

Evidence

No.20

Phillip Mariathasan Cross-examination (continued)

10

PRESIDENT: Q. Did he say he was hungry?

A. No.

T.S.FERNANDO,J:Q. Could you have helped him if he said he was hungry?

A. Yes.

Q. You could have given him a cup of tea?

A. Yes.

TAMBIAH, J: Q. At your expense?

A. Yes.

CROSS-EXAMINATION (Contd.)

20

Q. Did the respondent say "I cannot wait till your superior officer comes. I am going away"?

A. No. In fact, no officers were coming.

RE-EXAMINATION: nil

30

Mr. Coonaraswamy: My Lords, there is another S.P., whom I will have to call on the next date. I would ask for summons on Mr. G.A.D.E.A. Seneviratne, S.P., and A.S.P. Chandrasekera.

(Court adjourns till 11 a.m. on 22.3.68)



150.

In the Supreme
Court

NO.21

PROCEEDINGS

No.21

Proceedings
22nd March
1968

IN THE MATTER of a rule under Section 47
of the Courts Ordinance
(Chapter 6) against Rajah
Ratnagopal.

No. APN/GEN/2/68

Before: H.N.G. FERNANDO C.J. (President)
T.S. FERNANDO J., and
H.W. TAMBIAH J.

10

Counsel: E.R.S.R. COOMARASWAMY with R.R.NALLIAH
C.D.S. SIRIWARDENA, NIHAL JAYAWICKREMA,
H.HANIFFA, P.A.D. SAMARASEKERA and
C.CHAKRADARAN for the respondent.

H.L. DE SILVA Crown Counsel, as
amicus curiae.

Date: March 22, 1968

President:

Crown Counsel has been informed that it
will in all probability be necessary for the
Court to make a decision upon matters of
fact stated in sub-paragraphs (g), (h), (j)
and (k) of paragraph 6 of the respondent's
affidavit, as well as on other matters
alleging that companies of which the
Commissioner is or was a Director have been
in competition with the Equipment &
Construction Company. Crown Counsel will
inform the Commissioner that the Court will
be ready to entertain affidavits or to
hear evidence with respect to these matters.

20

30

Same appearances as before.

Mr. Coomaraswamy calls:

GANEGODA APPUHAMILAGE DON EDMUND SENEVIRATNE
affirmed, 40 years, Superintendent of
Police, C.I.D. Special Branch, Colombo.

Examination

- 10 Q. (Shown X2) Had you anything to do with the
message X2 of the 27th September 1967?
A. I had instructions from the Inspector-
General of Police on or about the 26th
September 1967 that I was to report to
him the arrival of Mr. Ratnagopal in
this island. I transmitted these
instructions to the A.S.P. concerned, Mr.
Chandrasekera. I know that this X2 has
20 been signed by Selvador who is the
Inspector in charge of the Aliens Branch.

- President: Q. And this message was sent in
consequence of the instructions
sent by the I.G.P.?
A. Yes, and handed down by me to
the A.S.P.

Examination (contd.)

- Q. Can you tell us why he gave these
instructions?
A. I am not aware.
- 30 President: Q. Your instructions did not give
a reason?
A. No.
- Tambiah, J. (to Mr. Coomaraswamy):
What Mr. Seneviratne says on that
point is hearsay.

In the Supreme
Court
Evidence
No.22

Mr. Coomaraswamy:

My Lord, I am only trying to see whether Mr. Seneviratne was aware. Now I called him really to question on X4.

Ganegoda A.D.E.
Seneviratne
Examination
(continued)

Examination (contd.)

Q. X3 also I take it was sent on the same instructions on the same date?

A. Yes.

Q. Please look at X4 - X4 is the message sent by the A.S.P., C.I.D. to a number of airports and seaports that Mr. Ratnagopal, the holder of Passport No.369310 should not be allowed to leave the island.

10

Had you anything to do with that message?

A. Yes. On instructions received from the I.G.P. that Mr. Ratnagopal was to be prevented from leaving the Island, I instructed A.S.P., Mr. Chandrasekera accordingly. My instructions to him were that as soon as Mr. Ratnagopal came to the airport with the intention of leaving the Island, he was to be prevented from doing so.

20

President: Q. They were the instructions you received?

A. Yes. He was to be prevented from leaving Island.

Q. In other words, he was to be detained?

30

A. If he was leaving the airport for Colombo or thereabouts, he could have left the airport, but he was not to be allowed to leave the Island.

T.S. Fernando, J.

Q. If he was to be prevented from leaving the Island, you would then have had to restrain him?

A. Yes.

40

President: Q. To that extent the message is in conformity with your instructions?

A. Yes.

Examination by Mr. Coomaraswamy contd:

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Court

Evidence

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Ganegoda A.D.E.
Seneviratne
Examination
(continued)

Q. Are you aware for what reason the I.G.P. gave these instructions?

A. I am not aware; I do not know why the I.G.P. gave those instructions.

T.S. Fernando, J. Q. When the I.G.P. gave you these instructions did you consider the legality of the instructions?

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A. I did not.

Q. Were you aware that he was a British subject?

A. I was aware that he was a British subject and that he held a British passport.

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Q. Without addressing yourself in regard to the legality of these instructions, you agreed to act on wrongful instructions?

A. I did not know on what powers the I.G.P. was acting.

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Q. Don't you address yourself to such questions as, "I am being asked to detain a British subject and not allow him to get back. Have I the right to do so?"

A. I did not give my mind to it then.

Q. Have you given your mind to it since?

A. Yes.

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Q. If you had given your mind to that question, would you have carried out this order?

A. I would not have carried it out.

Examination by Mr. Coomaraswamy contd:

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Court

Evidence

No.22

Ganegoda A.D.E.
Seneviratne
Examination
(continued)

Q. Summons in this case was served by one of your officers?

A. Yes.

Q. That was through Sergeant Peiris?

A. Yes.

Tambiah, J.

Q. Did the respondent make a request?

A. No. The Contracts Commission made a request that I should provide an officer to serve summons.

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T.S. Fernando, J. (to Crown Counsel)

Q. Is there a letter sent by the Inspector-General of Police in that file?

Crown Counsel: Yes, My Lord. The letter is dated 27th December.

President (to Mr. Coomaraswamy)

You can mark that letter.

Mr. Coomaraswamy:

Yes, My Lord. I will mark it RS. I have no other questions to ask.

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Cross examination by Crown Counsel: No questions.

Mr. Coomaraswamy:

In view of this evidence, I don't think I need call other evidence.

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JUDGMENT

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Court

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9th April 1968

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

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10 IN THE MATTER of a Rule under section 47 of
the Courts Ordinance (Chapter 6)
against Rajah Ratnagopal of 65A
Chester Square, London, S.W.1.
England, and presently of No. 7
Queen's Avenue, Colombo 7.

PRESENT: H.N.G. FERNANDO, C.J.
T.S. FERNANDO, J. and
TAMBIAH, J.

20 COUNSEL: H.L. DE SILVA, Crown Counsel, for
the Attorney-General, as amicus
curiae.
E.R.S.R. COOMARASWAMY with R.R.
NALLIAH, C.D.S. SIRIWARDENE,
NIHAL JAYAWICKREMA, H. HANIFFA,
P.A.D. SAMARASEKERA and
C. CHAKRADARAN for the Respondent.

ARGUED ON: 15th - 19th and 22nd - 25th
March, 1968.

DECIDED ON: 9th April 1968.

H.N.G. FERNANDO, C.J.

H.N.G.Fernando
C.J.

30 On October 22, 1965, His Excellency the
Governor-General by Warrant under section 2
of the Commissions of Inquiry Act (Chapter
393) appointed by Emil Guy Wikramanayake,
Queen's Counsel, to be his Commissioner for
the purpose of inquiring into and reporting
whether abuses of the description referred
to in the Warrant had occurred in relation
to or in connection with tenders for
Government contracts, and in relation to or
in connection with Government contracts,
during the period commencing on 1st June 1957
and ending on 31st July 1965.

40 On 28th December 1967 the respondent
to the present proceedings in this Court

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received summons issued under the hand of the Secretary to the Commission for the appearance of the respondent to give evidence before the Commission. On 8th January 1968 the respondent attended before the Commission and made the following statement:-

"I would like to make submissions to Court because of various stories and reports in the Press and other circles where it was discussed. I made it convenient for the Commissioner to read an affidavit I have made already."

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Thereupon the respondent handed an affidavit to the Commissioner, who having read it made certain observations and directed the respondent to be sworn or affirmed. Thereafter the respondent made certain statements some of which were:-

"Having heard what the Commissioner said, I think I shall not proceed any further with these proceedings."

"Having heard you, I wish to withdraw from further proceedings, to give evidence."

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"Having heard it, I am still convinced I am not prepared to give evidence before this Commission."

The Commissioner then made the following observations:-

"Mr. Ratnagopal refused to give evidence. I will make a note of the proceedings and make a report to the Supreme Court immediately for contempt. He has had every opportunity of giving evidence, but he refuses to give evidence, on the grounds he sets out."

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"Mr. Ratnagopal: I am not refusing. I am saying I do not want to participate in the proceedings."

On 16th January, 1968, the Commissioner purporting to act under section 12 of the Commissions of Inquiry Act issued a Certificate containing a determination that the respondent

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has been guilty of contempt against and in disrespect of the authority of the Commission, and the certificate was transmitted to the Registrar of this Court by the Secretary of the Commission. A Rule was thereupon issued on the respondent stating that the Commissioner had certified that the respondent "appeared before him on summons on the 8th day of January 1968 but refused to be sworn and to give evidence" and calling upon the respondent to show cause if any why he should not be punished under section 47 of the Courts Ordinance read with section 10 of the Commissions of Inquiry Act for the offence of contempt committed against and in disrespect of the authority of the said Commission.

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Counsel who appeared before us on behalf of the respondent to show cause firstly argued that in terms of section 7(c) of the Act a Commissioner has power only to summon "any person residing in Ceylon" and that the respondent was not a person so residing.

In considering this argument it is necessary first to summarise the facts upon which the argument is based.

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According to the affidavit of the respondent dated 7th March 1968 and filed in this Court, the respondent was born in Ceylon in 1924 and was at one time a citizen of Ceylon. This statement as to the respondent's former Ceylon citizenship is presumably correct, for the respondent presumably acquired the status of citizen of Ceylon by descent upon the passage into law on 15th November 1948 of the Citizenship Act, Cap. 349.

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In 1947 the respondent sold all his property and assets in Ceylon, and in 1949 he left Ceylon and did not return here until 1954. He purchased a property in London in 1949, and now owns other properties in England. Ever since 1949 he has been engaged in business activities in London. In 1955 the respondent married a Ceylon citizen, in Ceylon, but she immediately thereafter accompanied the respondent to London and both husband and wife

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lived in London until 1961, except for a short visit to Ceylon in 1958.

In 1959 the respondent was registered as a citizen of the United Kingdom and Colonies and he has thereafter held a passport granted by the Government of the United Kingdom. The respondent's wife has been living in Ceylon since November 1961 up to date, and since 1963 the wife has resided in a house in Colombo which she then purchased.

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I should add that the respondent's acquisition of British Citizenship had the effect of depriving him of his Ceylon citizenship, and that his entry into Ceylon is subject to control and restrictions in the same way as in the entry of any alien.

The respondent and his wife have five children:-

(1) the eldest son was born in London in 1956 and attended school in Colombo from 1962 until August 1967 and is now being educated at Dulwich College, London;

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(2) the second child, a daughter, was born in Ceylon in 1958 and has been attending school in Colombo;

(3) the third child was born in London in 1960 and has been in school at Colombo;

(4) the 4th and 5th children were born in Ceylon in 1964 and live with their mother in Colombo.

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The wife has from and after 1963 made regular visits to London each year staying there with her husband for about 3 to 5 months during these visits.

Since 1964 the wife has been the largest shareholder of the Equipment and Construction Company Limited, incorporated in Ceylon, and she has been the Chairman of that Company since 1965. The respondent himself is not a shareholder or an officer of this Company but he is its Overseas Representative. The respondent according to his affidavit

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visits Ceylon twice a year on transit visas or holiday visas. On these occasions he stays with his wife in her Colombo house; in order to perform his functions as Overseas Representative of the Company he studies its balance sheets and accounts during these visits, and he also discusses the company's affairs and advises its officers when he is in Ceylon. An affidavit from an Inspector of Police of the Aliens Branch of the Criminal Investigation Department in Ceylon sets out a list of the dates of arrival and of departure in and from Ceylon. According to this affidavit, the particulars in which are now not disputed, the respondent was in Ceylon in 1962, for one period of five months and another of one month; in 1963, for one period of three months, another of seven weeks, and a third of two weeks; in 1964, for one period of four weeks, for another of seven months, and a third of nine weeks; in 1965, for two periods for two or three weeks each; in 1966, for two periods, one of which was ten weeks; and in 1967 for three periods of seven weeks, three weeks, and again three weeks, respectively.

On the respondent's own showing, visits by him to Ceylon are necessary for the purpose of performing his functions as the Overseas Representative of the Equipment and Construction Company and for the purpose of discussing the affairs of the Company with his wife and Company officers. There is then the fact that the respondent's wife and his children have been living in Ceylon since 1962, and that the children have had their home and their education here. According to the respondent the decision for his wife and children to live in Ceylon was made by the wife in the interests of her own health and because of her desire to educate the children in Ceylon. Frequent visits to this country have been made by the respondent, where relations with his family have been apparently quite normal. It is perfectly natural and reasonable that the respondent's interest in and affection for his wife and children have prompted him to come to Ceylon frequently in order to live for some time

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with them in their Colombo home. Indeed it seems to me to be a perfectly fair inference that the respondent has hitherto entertained a resolve to visit Ceylon whenever practicable and convenient because of the circumstances which have just been mentioned. I trust that the present proceedings, in which the respondent has unfortunately become involved, will not serve to alter that natural and reasonable resolve.

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Counsel for the respondent has, for his argument that the facts of this case do not establish that the respondent was a person "residing in Ceylon", depended much upon a statement of Viscount Cave in Levene v. Inland Revenue Commissioners (1928) A.C. 217:-

"...the word "reside" is a familiar English word and is defined in the Oxford English Dictionary as meaning "to dwell permanently or for a considerable time, to have one's settled or usual abode, to live in or at a particular place."

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".... it may be accepted as an accurate indication of the meaning of the word 'reside'."

The matter for consideration in that case was whether a person, whose 'ordinary residence' for a long period had been in the United Kingdom, had ceased to be resident by reason of frequent absence abroad. The decision in the words of Viscount Cave himself was that the expression "ordinary residence" connoted "residence in a place with some degree of continuity and apart from accidental or temporary absences."

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I do not find the decision of much assistance in the instant case, because what had there to be decided was not the same question as that which concerns us. In the instant case, there is no doubt whatsoever that the respondent has been permanently resident in England for many years, and

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the question is whether nevertheless he was also "residing in Ceylon."

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10 Much more akin to the circumstances we have to consider are those which were present in another case, in which the same Bench of the House of Lords which dealt with Levene's case delivered judgment on the same day (Inland Revenue Commissioners v. Lysaght (1928) A.C.234). There was no doubt that Lysaght had resided in Ireland for a long period, during which he had no definite place of abode in England. He used to visit England once a month for business purposes, he stayed at a hotel for about a week on each occasion and then returned home. Viscount Cave appears to have taken the view that such visits did not have the character requisite to constitute "residence" in England; but there are many observations 20 in the other judgments in Lysaght's case which express the contrary view. Thus Viscount Summer (page 244):-

30 "...although setting up an establishment in this country, available for residence at any time throughout the year of charge, even though used but little, may be good ground for finding its master to be "resident" here, it does not follow that keeping up an establishment abroad and none here is incompatible with being "resident here," if there is other sufficient evidence of it. One thinks of a man's settled and usual place of abode as his residence, but the truth is that in many cases in ordinary speech one residence at a time is the underlying assumption and, though a man may be the occupier of two houses, he is 40 thought of as only resident in the one he lives in at the time in question. For income tax purposes such meanings are misleading. Residence here may be multiple and manifold. A man is taxed where he resides. I might also say he resides wherever he can be taxed."

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" There is again the circumstances that Mr. Lysaght only comes over for short visits. Does this make any conclusive difference? If he came for the first three months in the year for the purpose of his duties and then returned home till the next year, would there not be evidence that he was resident here, and, if so, how does the discontinuity of the days prevent him from being resident in England when he is here in fact, if the obligation to come, as required, is continuous and the sequence of the visits excludes the elements of chance and of occasion. If the question had been one of 'occasional residence' abroad in the language of General Rule 3 these facts would have satisfied the expression, for residence is still residence, though it is only occasional, and I see no such fundamental antithesis between 'residence' and 'temporary visits' as would prevent Mr. Lysaght's visits, periodic and short as they are, from constituting a residence in the United Kingdom, which is 'ordinary' under the circumstances."

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Lord Buckmaster (at page 248):-

" A man might well be compelled to reside here completely against his will; the exigencies of business often forbid the choice of residence, and though a man may make his home elsewhere and stay in this country only because business compels him, yet none the less, if the periods for which and the conditions under which he stays are such that they may be regarded as constituting residence, as in my opinion they were in this case, it is open to the Commissioners to find that in fact he does so reside, and if residence be once established, ordinarily resident means in my opinion no more than that the residence is not casual and uncertain but that the person held to reside does so in the ordinary course of his life."

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It seems to me, applying the dicta just cited, (Particularly those which I have

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underlined), that the circumstances of the present case establish the respondent's residence in Ceylon more strongly than the facts which were considered sufficient to establish Lysaght's residence in England. The necessity for the respondent's visits to Ceylon arose, not only for business reasons flowing from his position as Overseas Representative of the Equipment and Construction Company and as advisor to the Company and to his wife as its Chairman: 10 the necessity also arose because his wife and family had their home in Ceylon, and regular visits were necessary to maintain the family relationship and to overlook family affairs. If I may use the language of Lord Warrington in Levene's case ((1928) A.C. at p.232), the respondent's life has been 'usually ordered' in such a way that there 20 was for him a regular pattern of life according to which, while he had his permanent residence in England and many business activities there, he also regularly came to Ceylon in the ordinary course because of business connections with the Company and of family ties.

Counsel for the respondent very properly conceded that if the proper test of residence for the purpose of section 7(c) of the 30 Commissions of Inquiry Act is the same as that applied in Lysaght's case, the facts concerning the respondent must then be held to satisfy that test. Counsel however argued that the same tests should not here be applied, and I will refer to a few of the cases which he cited in this connection.

The decision most favourable to Counsel was that of Re Apoption Application ((1951) 2 A.E.R. 931). A district officer in the 40 Colonial Service and his wife were permanently in Nigeria because of the officer's employment; but both husband and wife spent three months in England, once in every 15 months, during leave periods. They had no home of their own in England, but used to stay during the leave periods with the parents of either the husband or the wife. The application by them to

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adopt a child under the Adoption Act 1950 was refused on the ground that they did not reside in England for the purpose of section 2(5) of the Act:- "An adoption order shall not be made in England unless the applicant and the infant reside in England." The Court held that in the Act, "residence" denotes some degree of permanence and that, to be "resident," an applicant must have "his settled headquarters in England."

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In coming to this conclusion, Harman J. took account of other provisions of the Act, particularly section 2(6):-

"An adoption order shall not be made in respect of any infant unless (a) the infant has been continuously in the care and possession of the applicant for at least three consecutive months immediately preceding the date of the order; and (b) the applicant has, at least three months before the date of the order, notified the welfare authority within whose area he is for the time being resident of his intention to apply for an adoption order in respect of the infant".

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Reference was made to section 27(1) which prohibits an Adoption Society from placing an infant in the care and possession of a person resident abroad. Harman J. noted also that when a "custodian" changes his residence, s.32 requires him to give notice of the change to the welfare authority of the area where he has been residing and of the area to which he is moving.

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Having regard to such provisions, Harman J. held that throughout the Act, "resident in England" and "resident abroad" are two things which are the converse one of the other. This meant that the applicant's residence abroad was incompatible with his being resident in England for the purposes of the Act. In all the circumstances, it was "difficult to suppose that under the Adoption Act, unlike the Fiscal Acts, a person can be resident in two places".

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There were thus many features in the Adoption Act which compelled the Court to the conclusion that an adoption order could not be made in favour of a person who was not permanently resident in England. I am unable to hold, in the absence of any special features in our Commissions of Inquiry Act, that the test imposed by the English Adoption Act should be applied in considering the meaning of the expression "residing in Ceylon" occurring in section 7 of our Act.

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Counsel also relied on English decisions upon the question whether the Courts have jurisdiction in matrimonial causes on the ground that a wife "has been ordinarily resident in England for a period of 3 years preceding the commencement of the proceedings."

In Hopkins v. Hopkins (1950) 2 A.E.R. 1035, the parties had married in England in 1943, at a time when the husband had a commission in the Fleet Air Arm. They lived in England until 1949 and had 2 children, both apparently born in England. In April 1949, the parties went to Canada, where the husband found employment in May that year. On 1st September, they moved into a house in Canada which the husband had taken on a yearly tenancy. At this period, the parties had no home in England. The wife left Canada on September 20th and returned to England in October.

The Court held that the husband had at the material time acquired a domicile of choice in Canada. The question was whether the wife had, during the 3 years preceding October 1949, been ordinarily resident in England, despite her stay in Canada for 5 months of that period. It was held that "it would be impossible to say that during these 5 months she was resident anywhere other than in Canada." The judgment in this case does not explain, by reference to the particular facts, how "ordinary residence" in Canada was thereby established. But a comparison with the facts of a later case readily furnishes the explanation.

In Lewis v. Lewis (1956, 1 A.E.R. 375) the wife had a flat in London, in which she lived

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with her husband and her parents from 1942 to 1951. In 1951, the husband went to Australia in the course of his ordinary employment, and his wife and child accompanied him. But she retained the London flat in which her parents continued to reside. In November 1951 she returned to England and resumed occupation of the Flat. The Court accepted the position that the stay in Australia was intended to be temporary, and that both parties had, when they left for Australia, intended to return to England. It was held on these facts that the wife had been ordinarily resident in England, despite her stay with her husband in Australia, for a period of 3 years immediately preceding October 5, 1954.

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I agree with Counsel's submission that the decision of these cases turned on the intention with which the wife in each case left England, which had previously been her place of ordinary residence. If there was at that stage no intention to return to England, but instead an intention to stay abroad indefinitely, then England ceased at that stage to be the place of ordinary residence. In the Hopkins case, the facts showed such an intention because the wife had no home in England and her only home was that which her husband provided in Australia. If therefore, the question were to arise whether the respondent in the instant case had been ordinarily resident in England during the 3 years preceding December 1967 (when he last visited Ceylon), the answer must probably be in the affirmative, because he had during that period left England with no idea of living elsewhere permanently or indefinitely. On the contrary, he was "ordinarily resident" in England during that period, despite his occasional, though regular, visits to Ceylon.

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In the Hopkins case, as well as in a later case of Stransky v. Stransky (1954) 2 A.E.R. 536, reference was made to the tax cases of Levene and Lysaght, and to observations made by the learned Law Lords in those cases. Pilcher J. in the Hopkins case cited a reference by Lord Warrington to the possibility that a person can reside in more than one place within the meaning of the provisions of the Tax laws.

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Nevertheless it seems to me that the question whether a wife can be held to be ordinarily resident in England for a 3 year period, despite her being "resident" elsewhere for parts of that period, did not call for consideration upon the facts of the cases of Hopkins, Stransky and Lewis. In each of these cases the ground of objection to the jurisdiction of the English Courts was only that a period of ordinary residence in England had either been terminated or else interrupted by a stay abroad; and the decisions were to the effect that such a termination or interruption can result only by a departure from England with an intention to live elsewhere permanently or indefinitely.

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In my opinion therefore the cases concerning matrimonial causes must be distinguished from a case such as Lysaght, which decided that a person can in certain circumstances be "resident" in England for the purposes of the revenue laws, notwithstanding that his permanent home is in another country. It is at least very doubtful whether, for the purposes of a matrimonial action, Lysaght's connection with England would have sufficed to establish that he had been ordinarily resident in England for a period of 3 years; if the test applied in the matrimonial actions, namely whether a person left England with the intention of living elsewhere whether permanently or indefinitely, had been applied in Lysaght's case, Lysaght could probably not have been held to be ordinarily resident in England during a period of 3 years.

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I note also that the Matrimonial Causes Act 1950 confers jurisdiction on the English Courts, firstly on the ground that the husband is domiciled in England, and that the ground of wife's ordinary residence in England for a period of 3 years is the second alternative ground of jurisdiction. That being so, it is only reasonable that the alternative ground is established only if the wife's intention regarding her place of residence is in some degree comparable to the intention requisite to establish domicile.

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In the revenue cases however, there is nothing in the relevant statutes which might indicate that residence cannot be established except when there is an intention to continue such residence permanently or indefinitely. Nor is there in our Commissions of Inquiry Act any indication that such an intention to remain in Ceylon is necessary in order to constitute residence in Ceylon. I think therefore the expression any person "residing in Ceylon" in section 7 of our Act must be construed in the same manner as the provisions regarding residence in the English revenue laws have been construed in England. I have already indicated that the facts of the present case establish that the respondent "resides in Ceylon," even more strongly than the facts of a case such as that of Lysaght.

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Counsel's second argument was that the appointment of the Commission was ultra vires the powers conferred by the Commissions of Inquiry Act. In considering this argument it is necessary to set out here the relevant part of the warrant appointing the Commission:-

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"WHEREAS it appears to me to be necessary to appoint a Commission of Inquiry for the purposes hereafter mentioned:

Now, therefore, I, William Gopallawa, Governor-General, reposing great trust and confidence in your prudence, ability and fidelity, do, in pursuance of the provisions of section 2 of the Commissions of Inquiry Act (Chapter 393), by these presents appoint you, the said Emil Guy Wikramanayake to be my Commissioner for the purpose of -

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- (1) inquiring into, and reporting on, whether during the period commencing on the first day of June, 1957, and ending on the thirty-first day of July, 1965, all or any of the following acts or things, hereafter referred to as "abuses", occurred, directly or indirectly, in relation to, or in connection with, all such tenders (including quotations or other offers by whatsoever name or description

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called) made by persons or bodies of persons (other than any local authority or Government department), hereafter referred to as "contractors," for the performance of contracts for the construction of buildings or any other works (including contracts for the supply of services or equipment in connection with such first-mentioned contracts), by whatsoever name or designation called, for or on behalf of any Government department, and all such contracts of the description hereinbefore referred to given to contractors, whether in consequence of the making of tenders or otherwise, as you the said Commissioner may in your absolute discretion deem to be, by reason of their implications, financial or otherwise, to or on the Government, of sufficient importance in the public welfare to warrant such inquiry and report (hereafter referred to as "relevant tenders" and "relevant contracts", respectively):-

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There immediately follows a long list of matters, each of which is an "abuse" concerning the occurrence of which there is to be inquiry and report by the Commission. I have underlined the sentences or clauses which have to be read together for the consideration of Counsel's argument.

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Section 2(1) of the Commissions of Inquiry Act provides as follows:-

" Whenever it appears to the Governor-General to be necessary that an inquiry should be held and information obtained as to -

(a) the administration of any department of Government or of any public or local authority or institution; or

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(b) the conduct of any member of the public service; or

(c) any matter in respect of which an inquiry will, in his opinion, be in the interests of the public safety or welfare,

the Governor-General may, by warrant under the Public Seal of the Island, appoint a Commission of Inquiry consisting of one or more members to inquire into and report upon such administration, conduct or matter. 10

The objection of ultra vires was based on certain propositions formulated on the following lines:-

- (1) The subject of the inquiry which the Governor-General required in this case is not of the nature specified in paragraph (a) or paragraph (b) of s.2(1) of the Act, because there is no specification in the terms of reference, either particularly or generally, of any department or departments or of any member or members of the public service, the administration of which or the conduct of whom is to be investigated. 20
- (2) Accordingly, an inquiry into the present subject matter could be lawfully required by the Governor-General only if it is within the scope of paragraph (c) of s.2(1). 30
- (3) A matter is within the scope of paragraph (c) only if the Governor-General is of opinion that an inquiry into the matter will be in the interests of the public welfare.
- (4) In this case, the Governor-General commits to the Commissioner the function of determining, in his absolute discretion, the particular tenders and contracts which are of sufficient importance in the Commissioner's opinion to warrant 40

inquiry and report in the interest of the public welfare.

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- (5) Hence the actual subject-matter of the inquiry, namely whether abuses occurred in connection with "relevant tenders" and "relevant contracts", was not within the contemplation of the Governor-General, and was not a matter "in respect of which an inquiry will, in his opinion, be in the interests of the public welfare."

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This objection, which Counsel for the respondent formulated in consequence of certain observations which fell from me during the hearing, appeared to me at first to be substantial. But learned Crown Counsel, appearing as amicus curiae, subjected s.2 of the Act and the terms of reference to a careful examination, which satisfied me that the objection must be rejected.

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The maxim omnia praesumuntur rite esse acta justifies an assumption that the Governor-General will not appoint a Commission of Inquiry unless he has in mind some subject of inquiry; and such an assumption is justified also on grounds of common sense. The terms of reference in this case do specify generally an ascertainable subject for inquiry, namely whether abuses of a specified description (they are specified in the list numbered (a) to (n) in the warrant) occurred in connection with tenders for Government contracts, and such contracts themselves, during a specified period.

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If the scope of the inquiry as set out in the terms of reference had been thus generally stated without any qualification, the objection would not have been tenable that the Governor-General had not formed the requisite opinion under paragraph (c) as to the need for the inquiry. Moreover, I agree with learned Crown Counsel that the list of "abuses" mentioned in the terms of reference involves or can involve inquiry into matters referred to in paragraphs (a) and (b) of s.2(1) of the Act, that is to say, into the administration of any Government Department which may be

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concerned with tenders and Government contracts and into the conduct of public officers who may be so concerned.

The questions which further arise are:-

(i) whether the limitation of the subject of the inquiry to abuses in connection with "relevant" tenders and "relevant" contracts contradicts the reasonable assumption that the Governor-General was of opinion that an inquiry was necessary into the subject generally mentioned in the terms of reference;

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(ii) whether it was unlawful for the Governor-General to commit to the Commissioner the function of deciding or selecting which tenders and contracts he would investigate for the purpose of ascertaining whether abuses of the nature contemplated by the Governor-General had occurred in connection with them.

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I find it convenient to consider these questions by supposing that the terms of reference in this case had been drafted in a different form thus:

" Whereas I am of opinion that an inquiry should be held and information obtained as to whether abuses occurred in connection with tenders for Government contracts and with Government contracts during the period.....: I hereby appoint.....to be my Commissioner for the purpose of inquiring into all such tenders called for, and all such contracts negotiated, during the aforesaid period, and of reporting whether abuses of the nature referred to in the Schedule hereto occurred in connection with any or some or all such tenders and contracts".

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Let me suppose that upon such a Commission, the Commissioner ultimately submits a report -

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(a) that the number of tenders and contracts during the relevant period was so numerous that he had not been able to

inquire into all of them;

- (b) that he had inquired into all important tenders and contracts, namely those which related to works involving expenditure by the Government of sums exceeding Rs.500,000 in each case;
- (c) that he had also inquired into 20 other contracts which involved the utilisation of foreign aid, because in his opinion an inquiry into such contracts was of public importance;
- (d) that according to his findings, "abuses" specified in the report had occurred in connection with some of the contracts actually investigated.

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Upon receipt of such a report, it may be open to the Governor-General to require the same Commissioner to investigate all the previously uninvestigated tenders and contracts, and no doubt it will be open to appoint another Commissioner to make such an investigation. But the failure of the Commissioner to inquire into all the tenders and contracts in the contemplation of the Governor-General would not taint with illegality or invalidity the inquiry into, and the report of the findings concerning, the tenders and contracts into which an actual investigation took place. In other words, there can be no substance in such circumstances in the contention that the inquiries actually conducted by the Commissioner were not authorised by the Commissions of Inquiry Act.

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If then an inquiry and the findings based thereon would not be unlawful or unauthorised on the ground that the Commissioner decides of his own motion to limit the scope of his investigations to some only, but not all, of the contemplated tenders and contracts, it must follow a fortiori that such a limitation would be even more innocuous if, as in the instant case, it is imposed in pursuance of special authority conferred by the warrant of appointment.

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Since the objection of ultra vires has to be rejected for the reasons above stated, it is not necessary to state my reasons for agreeing with certain other answers to the objection which Crown Counsel also submitted. One such answer was that the purpose of the Commission, which is merely to inquire and report on certain matters, does not involve the exercise of judicial or quasi-judicial functions, or even of executive power; that being so, any failure of the Commission to duly carry out its purpose is a subject for complaint to the Governor-General and not to the Courts. 10

The offence of contempt which the respondent is alleged to have committed, namely the refusal to be sworn, is one specified in s.12(1)(b) of the Act, and several arguments of law were adduced in support of the plea that the respondent did not commit that offence. 20

One such argument was that a refusal to be sworn is an offence only if the person so refusing is (in terms of the opening words of s.12(1) a person "on whom a summons is served under this Act," and that a summons under the Act was not served on the respondent. Counsel invoked s.21 of the Act, which provides that "every process issued under this Act shall be served and executed by the Fiscal," and claimed that there was no compliance with s.21 in this case. There was undoubtedly no such compliance, for the summons which the respondent received was not served or executed by the Fiscal. What actually occurred was that the summons was issued to a police officer for service, and that, being unable to serve it personally, the police officer affixed a copy of the summons on the respondent's wife's house in Colombo, at which the respondent was admittedly staying at the time. Thereafter, the respondent himself telephoned an appropriate police official, who at the respondent's request, delivered the summons to him. (These facts do not appear on the record, but they were stated to us by Counsel for respondent on instructions from his client). The argument on this point then is simply that, although the respondent did receive the summons issued by the Commission, it was not duly served because he did not receive 30 40

it from the hand of the Fiscal.

This argument depends on the proposition that the provisions of s.21 are mandatory and imperative, and not merely directory, and that service of a summons otherwise than by the Fiscal is a nullity.

Having regard to the purpose of the service of a summons on a proposed witness, there can be no doubt that the purpose was achieved in this case, namely that the proposed witness in fact became aware that he was required to give evidence before a Commission which had duly issued a summons for him to appear under statutory power so to do. In fact the summons was delivered to him personally, because of a request which he himself made. The situation is thus not different from what it would have been if the respondent happened to attend before the Commission as a mere spectator, and had then agreed to accept a summons delivered to him by the Commissioner or the Secretary of the Commission. It seems to me that in both situations, when there is voluntary acceptance of a summons served or delivered by some one other than the official specified in that behalf in the statute, the purpose intended by the statutory provision for a mode of service is in fact achieved. Once a summons has been duly issued by a competent authority and has been in fact received and accepted by the proper person, any subsequent objection that there was not a due service is purely technical. Indeed, the respondent did not, when he attended before this Commission, raise the objection which his Counsel formulated only at a late stage of a lengthy argument. I hold that there was a mere irregularity in the mode of service of the summons and that the irregularity was of such a nature as would, in criminal proceedings, have been covered by the saving provisions of s.425 of the Criminal Procedure Code. I hold also that the respondent by his conduct waived his right that the summons should be served on him by the Fiscal. It follows that the respondent is a person on whom summons was served under the Act, and to whom the provisions of s.12 become applicable.

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Another argument, for the contention that the respondent committed no offence when he refused to be sworn or affirmed, invoked section 72 of the Penal Code, which declares that "nothing is an offence which is done by a person.... who by reason of a mistake of fact, and not by reason of a mistake of law, in good faith believes himself to be justified by law in doing it."

The argument here was that the respondent had been advised and had believed in good faith, that he was not a person "residing in Ceylon"; and even if that belief was incorrect, it was a mistake of fact and not a mistake of law which induced that belief and the consequent refusal to be sworn or affirmed. It seems to me however, that the mistake if any, made by the respondent was not a mistake of fact. The mistake concerned the proper meaning, intended by the Legislature, of the expression "any person residing in Ceylon." The well-known case of Weerakoon v. Ranhamy (23 N.L.R.33) is relevant in this connection. 10 20

In that case, a person was charged with an offence under the Forest Ordinance alleged to have been committed by reason of certain acts done by him on land alleged to have been "chena land" at the relevant time. One defence in the case depended on section 72 of the Penal Code, the accused claiming that he had believed, on the faith of certain deeds and other matters, that he had a title to the land, and that it was therefore not "chena land". In rejecting this defence Schneider J. observed:- 30

" The title relied upon by the appellant does not come within the above description, and is one therefore which the law would not recognise. The only mistake he made was in being ignorant that this was the law. He was not ignorant as to the facts relating to his title, nor as to the fact that the land was a chena within the Kandyan provinces. He must be presumed to have known the law whether he was actually acquainted with it or not. It seems to me therefore that the mistake which the appellant 40

could plead is a mistake of law and not of fact, and that section 72 therefore does not exculpate him. The word "mistake" in section 72 must be taken to include ignorance. Sections 69 and 72 are a paraphrase of the English Common Law maxim in its application to criminal law: Ignorantia facti excusat; ignorantia juris non excusat".

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De Sampayo J. discussed the matter as follows:-

" Ordinarily there is no difficulty about the expression "mistake of fact". It is a misconception as to the existence of something which in reality does not exist. What, then, is a "fact" in this connection? I should say that it was something external to oneself. It cannot I think include a state of mind. It is, indeed, the supposed fact which produces the state of mind. The difference between "objective" and "subjective" well known in mental science is not an inappropriate distinction for the present purpose. Mr. Jayawardene's argument, as I understand it, is that the accused's belief on the strength of his deeds and possession that he had good title is "the fact" about which he was mistaken. I cannot accede to this argument. The mistaken belief is the result of a process of reasoning, whereby he gives legal effect to his deeds and acts of possession. This surely is a mistake of law and not of fact."

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In the present case also, the respondent, if he believed that he was not "residing" in Ceylon, had that belief through ignorance of the legal meaning of "residing" or because of a mistake in his process of reasoning. I hold therefore that the provisions of section 72 of the Penal Code do not provide a defence to the respondent.

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Counsel for the respondent argued also for a construction of s.12(1) of the Act which would relieve him of the obligation

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to be sworn or affirmed if he could show that he had reasonable cause for the refusal. The particular cause which the respondent had, it is said, is that there was a reasonable apprehension that the Commissioner would be likely to be biased against the respondent in his consideration of evidence given by the respondent, and in his investigation of contracts in which the Equipment and Construction Company had been concerned.

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The construction contended for is that, while a refusal simpliciter to be sworn is covered by the first four words "refused to be sworn" in s.12(1) (b) of the Act, such a refusal, if it involves and is due to a desire not to give evidence, is in substance a refusal to give evidence. Such a refusal, it was argued, is within the scope, not of the first four words in paragraph (b) of s.12(1), but of the second part of the paragraph, i.e. "having been duly sworn, refuses or fails without cause, which in the opinion of the Commission is reasonable, to answer any question put to him touching the matters directed to be inquired into by the Commission".

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There is first a simple but perhaps "technical" answer to this argument, namely that the second part of paragraph (b) is not applicable except in the case of a person who has first been duly sworn. But there are other more acceptable and convincing answers to this argument.

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The second part of paragraph (b) pre-supposes in my opinion that a question must first be put to a witness before there can arise in his mind a reason why he should decline to answer it. For example, a witness will claim that a communication made to him was privileged, only if some question put to him will involve an answer which would disclose some such communication. The language of paragraph (b) indicates that reasonable cause for refusing to answer a question is some cause related to the question which is asked and/or to the answer which is sought, and is not some general cause

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inducing a general refusal to answer any questions whatsoever.

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10 I think also that, while the second part of paragraph (b) applies to a refusal to answer a particular question, the first four words of the paragraph were intended to apply to a general refusal to give evidence. Let me take a case in which a person is summoned to give evidence, but the Commission does not require him to be sworn or affirmed. If the person then states that he does not wish to give evidence, the matter might end there if the Commission accedes to that wish. But it will be open to the Commission at that stage to require him to be sworn; and if he then refuses to be sworn, his refusal would be clearly attributable to his intention not to give evidence. In other words, the requirement that he be sworn will then be the means of compelling him to testify. Indeed, this is the sole means by which any person can be compelled to give evidence before a Commission appointed under the Act.

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30 The oath or affirmation which a witness takes in proceedings in our Courts is that "the evidence I will give in this case will be the truth". A witness thus makes a two-fold undertaking, that he will give evidence, and that his evidence will be true. If then the first part of paragraph (b) can be construed to mean that a person who is sworn may nevertheless refuse to testify, the construction would have the absurd consequence that the law permits the person to remain mute and thus evade outright his undertaking to give true evidence.

40 I hold for these reasons, firstly, that a refusal to be sworn, whatever be the purpose of or the reason for the refusal, is within the scope of the first four words of paragraph (b) of s.12(1) and constitutes the offence of contempt; and secondly, that the second part of paragraph (b) does not permit reasonable cause to be shown for a general refusal to give evidence.

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In view of the conclusion just stated, it suffices for me to add that there appears to be much substance in two arguments of Crown Counsel. One was that the ground of bias is not available even to a person whose conduct is the subject of inquiry by a Commission, if its proceedings are neither judicial nor quasi-judicial, and if its findings do not determine or affect the rights of such a person. The other argument was that the ground of bias on the part of a tribunal is not available to a witness who refuses to testify, even though the proceedings of the tribunal be judicial. I note in this connection that at the present stage of the inquiry by this Commission, the conduct of the respondent is not "a subject of inquiry by the Commission" as contemplated in s.16 of the Act. 10

During this hearing, we invited the attention of learned Crown Counsel to a possible challenge of certain provisions of s.12 of the Commissions of Inquiry Act on the ground that they infringe the principle of the Separation of Powers. If in circumstances referable to paragraph (a) or paragraph (c) of s.12(1), or to the second part of paragraph (b), a person pleads some cause as a ground for failure to appear, or to produce a document, or to answer a question, as to the case may be, then the section requires the Commissioner to form the opinion whether or not the pleaded cause is reasonable. In any such circumstances, the Commissioner's determination under sub-section (2) of s.12 that the person has committed an offence of contempt, the determination will be based on the Commissioner's opinion that the causes shown are not reasonable. The question can then arise whether, in subsequent proceedings in the Supreme Court for the alleged offence of contempt, a relevant ingredient of the offence consists of the fact that the Commissioner has formed the opinion to which reference is here made. If that opinion is a relevant ingredient, then the Court would be bound by the Commissioner's opinion on a question of fact, and to that extent a conviction by this Court would be dependant on a finding of fact reached by a tribunal not competent to exercise judicial power. 20 30 40

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I am in agreement with Crown Counsel's submission that the above is not the only construction which may be given to s.12, and that the Section can and should be construed in such a manner that its provisions do not conflict with the principle of the Separation of Powers. The alternative construction is that the Commissioner's opinion is relevant only for the purpose of the determination made by him under subsection (2); but once the matter is before the Supreme Court, and when the Court decides in its discretion to take cognisance of an alleged offence of contempt, it is for the Court to decide for itself whether or not a person had reasonable cause for any of the failures or omissions now under discussion.

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It will be evident that my brother Fernando, in reaching the conclusion that the respondent in this case had no reasonable apprehension of the likelihood of bias on the part of the Commissioner, has considered all the relevant circumstances quite independently of, and without reference to, the opinion entertained by the Commissioner concerning this matter.

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The judgment prepared by my brother Fernando relieves me of the task of discussing two further questions which arise for decision. Whether an apprehension of bias on the part of the Commissioner can in law constitute a cause for the respondent's refusal to be sworn or give evidence, and whether the matters specified in the respondent's affidavit filed in this Court concerning the Commissioner's business interests, and the Commissioner's actions and remarks affecting the respondent and his wife, sufficed to create a reasonable apprehension that the Commissioner is likely to be biased against the respondent in the course of the Commissioner's further proceedings. I adopt the reasons stated by my brother for rejecting the contentions urged on behalf of the respondent in relation to both these questions, and I hold accordingly that answers in the negative must be given to both the questions.

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I hold that the respondent is guilty of an offence of contempt committed against or in disrespect of the authority of the Commission, and I impose on him for that offence a fine of one thousand rupees, or in default a sentence of simple imprisonment for a term of one month.

Sgd: H.N.G. FERNANDO

CHIEF JUSTICE

T.S.Fernando, J. APN/GEN/2 OF 1968

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T.S. FERNANDO, J.

I agree, for the reasons set out by My Lord, the Chief Justice, with the findings he has reached and to the making on this matter of the order proposed by him. I wish to deal, at his suggestion, only with the questions of law and fact relating to bias which have not been explored by him in his judgment.

In the course of the protracted argument before us which, I would like to state, was conducted with ability and with acceptance by learned Counsel for the respondent and by Crown Counsel, much time was devoted to the question whether bias on the part of the Commissioner would constitute reasonable cause if established by a person charged with contempt falling within section 12 of the Act. Crown Counsel argued that bias would not be relevant in such a situation and that this Court should not, therefore, examine the allegations contained in the affidavit of the respondent. A Commission appointed by the Governor-General under the Commission of Inquiry Act is only a fact-finding body and, indeed, its report is not required by law to be published. It was held quite recently, in the case of Dias v. Abeywardene - (1966) 68 N.L.R. 409 - where a writ of prohibition had been applied for on the ground of a Commissioner's alleged bias, that a Commissioner under the Act does not exercise judicial or quasi-judicial functions. It is now well recognised

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10 that the remedies of prohibition and certiorari are available to disqualify persons or bodies exercising functions of a judicial or quasi-judicial nature if bias in the sense of pecuniary personal or official bias is established. In the case of judges, section 89 of the Courts Ordinance itself provides for a dis-
20 qualification of a judge who is personally interested in any cause or suit. Crown Counsel brought to our notice a decision of an Indian High Court - Allan Berry and Co. v. Vivian Bose, A.I.R. 1960 Punjab 86 - where a petition under Articles 226 and 227 of the Indian Constitution had been directed, inter alia, towards seeking a disqualification of the Solicitor and the Secretary attached to a Commission appointed under the Commissions of Inquiry Act, 1952, on the ground that they are
30 incapable of giving impartial assistance and should not be allowed to be attached to the Commission. The Court there held that, as the proceedings of the Commission are not of a judicial or quasi-judicial nature, it was not possible for it to hold that bias, even if established, disqualified the officers concerned from being associated with the Commission.

30 Counsel for the respondent attempted to distinguish this and other cases cited by Crown Counsel by pointing out that what he was seeking to do in this Court was, not to establish that bias which would disqualify the Commissioner from performing his functions under the Act, but to point to facts indicating bias as constituting reasonable cause for his client's refusal to testify before this particular
40 Commissioner. I do, however, think that there is much force in Crown Counsel's rejoinder that to permit the respondent, who is not even in a position analogous to that of a party in a judicial or quasi-judicial proceeding but only a witness, to refuse to testify on the ground alleged is to grant him a right denied even to a party in a proceeding before a court. A witness in a judicial proceeding who attacks the judge on the ground of his bias would be

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held to be committing the offence of contempt by scandalising the court. Moreover, if bias can constitute reasonable cause for the respondent refusing to be sworn or refusing to testify, the same or similar considerations can be put forward by others, and a logical consequence may ensure a virtual disqualification of the Commissioner. It is not, in my opinion, competent for this Court to so disqualify a Commissioner appointed by the Governor-General. It is undeniable that the Governor-General's powers and functions under the Commissions of Inquiry Act are exercised in accordance with the usual constitutional conventions - see section 4(2) of the Constitution Order in Council, 1946, - and he would receive the advice of the appropriate Minister. The proper forum for seeking a disqualification of a Commissioner would appear, therefore, to be Parliament and not the Courts of Law. By upholding the point raised by the respondent we would be attempting to do indirectly what we cannot do directly. Any question that would result in a disqualification or a virtual disqualification of the Commissioner should be left by the Court to the proper authority, and I would in this connection adopt with respect the observation of Frankfurter J. in the American case of Colegrove v. Green - 328 U.S.S.C. Rep. 556 (90. 30
Lawyers' Ed., p.1436), made in the context of the Separation of Powers, that "to sustain this action would cut very deep into the very being of Congress. Courts ought not to enter this political thicket". For the reasons I have indicated, I would uphold the argument advanced by Crown Counsel that bias cannot be relied on for the purpose of showing reasonable cause when charged with commission of a contempt and that it is, 40
accordingly, irrelevant.

The opinion that I have reached that bias on the part of a Commissioner is irrelevant in these proceedings would, in ordinary circumstances, have rendered it unnecessary for me to examine the averments or allegations contained in the respondent's affidavit of 7th March 1968 presented to this Court in support of the ground of bias. Respondent's Counsel, however, urged that, 50

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10 as this is not a proceeding whereby it is sought to disqualify the Commissioner, and as all that the respondent is doing by presenting this affidavit is to establish reasonable cause for refusal generally to give evidence, the Court will examine the allegations of bias to the extent necessary to decide whether they would constitute such reasonable cause. As we permitted the matter to be argued, and as we think it expedient to record a finding of fact on this matter in the event of our conclusion that reasonable cause cannot be permitted to be shown where there has been a general refusal to give evidence being wrong, I will shortly state my reasons for holding that the respondent has failed also to establish bias.

20 In regard to the affidavit of the respondent, his Counsel was content to confine himself to the matters set out in paragraph 6 and 7 thereof, with the further qualification that the averments in sub-paragraph (o) of paragraph 6 may be disregarded by us as that sub-paragraph was included at a stage when the respondent did not have access to certain documents. It was stated that the documents have since been seen and that it is not proposed to pursue the particular matter concerning the offer by Steel Products Ltd.
30 to purchase the estate specified in that sub-paragraph.

40 It became apparent to us in the course of the argument that no examination of the averments of the respondent's affidavit could be effective without an opportunity being afforded to the Commissioner to submit any material he wished in answer to that affidavit. Section 12(4) of the Commissions of Inquiry Act does not enable this Court to summon or examine the Commissioner except with his own consent. He is not a party to these proceedings although they commenced on his certificate. Crown Counsel's appearance before us was in the capacity of an amicus curiae in response to the notice we had caused to be given to the Attorney-General to assist us at the hearing. In the circumstances we indicated to Crown Counsel

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that we would be willing to receive any affidavit evidence that the Commissioner may be advised to submit. After that indication was given, we have had submitted to us an affidavit sworn by the Commissioner on March 23, 1968 in which, to put it shortly, he denies all the material allegations in paragraph 6 of the respondent's affidavit. We should add that an affidavit containing substantially the same allegations contained in the respondent's affidavit filed in this Court had been submitted by the respondent to the Commissioner on January 8, 1968, before the certificate to this Court was signed by the Commissioner. We have had the advantage of examining the record of the proceedings of that day before the Commission, and I observe that the Commissioner appears generally to have thought then that there was not sufficient reason for him not to proceed to examine the respondent as a witness.

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Quite apart from the fact that the material allegations, as I have noted above, have been denied by the Commissioner, we have to take account of the fact the allegations in paragraph 6 are of too general a nature and no specific instances, except those to which I shall refer later, have been mentioned; - vide sub-paragraphs (g) and (b) thereof. Had specific instances been given, if there were any, the Commissioner would have had an opportunity of considering the allegations and replying thereto, if he was so advised. Moreover, it is indisputable that to be any real assistance in the discussion of the question of bias the allegations would require to be specific ones. One or more of the few specific transactions mentioned in the affidavit - vide sub-paragraph (k) of paragraph 6 - relate to contracts entered into at a time falling outside the period covered by the terms of reference of the Commission. The matter referred to in sub-paragraph (r), viz. that a Mr. de Silva who is a friend of the Commissioner and who has resigned from the Board of Directors of a company of which the respondent's wife is Chairman and who is alleged by the

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respondent to be taking an undue interest in the investigations being made by the Commission, is of too remote a nature to form a ground capable of contributing towards the establishing of bias on the part of the Commissioner. There is next the allegation in sub-paragraph (p) that, as the Commissioner had some years ago acted as Counsel for Messrs. Socoman in certain arbitration proceedings between the latter and the Government and as the company (Equipment and Construction Co.Ltd) of which the respondent is the overseas representative is a collaborator with and a sub-contractor of Socomans, the Commissioner may not be able to resist drawing inferences from knowledge gathered by him in his professional and, therefore, confidential capacity as counsel for Socomans. It would appear that Equipment and Construction Co.Ltd. was a sub-contractor of Socomans in respect of the contract entered into between the latter and Government over the Kandy Town Water Supply Scheme which is one of the contracts being investigated into by the Commissioner. The fear which the respondent appears to be entertaining in this regard of a denial to him of what he calls natural justice is, in my opinion, too far fetched to be taken into account when one is considering the existence of bias. Taken altogether, the matters relied on in paragraph 6 of the affidavit as allegations establishing bias in the Commissioner are of so vague, flimsy and general a nature that it is altogether impossible to regard them as constituting reasonable cause for a refusal to give evidence.

There remains only an examination of the matters specified in paragraph 7 of the respondent's affidavit with a view to considering whether the existence of the facts alleged therein and proved would in their cumulative effect add up to such bias or antipathy towards the respondent, and indeed towards his wife as well, as would constitute reasonable cause contemplated in section 12(1) (b) of the Act. These have been examined at some length by us and we even permitted the respondent to lead evidence in proof of such of them as he cared to pursue before us. We

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had the record of the proceedings of the Commission in so far as they relate to the relevant dates put before us, and we permitted respondent's counsel access thereto so that the facts may be placed before us as accurately as circumstances permitted.

It may be useful now to examine the facts alleged to be proved. For convenience, they may be detailed, in chronological order, under the following five heads:-

- (i) An attempt to have summons on the respondent served illegally abroad; 10
- (ii) An uncalled for suspension of the passport (a Ceylon passport) of the respondent's wife secured on December 8, 1967 on a request made by the Commissioner on December 5, 1967;
- (iii) A threat uttered on December 13, 1967 to issue a "commission" to a medical officer to examine the respondent's wife in hospital, despite the submission by her of a medical certificate to the effect that she had entered hospital; 20
- (iv) The Airport incident of December 26, 1967;
- (v) An illegal order of December 28, 1967 restraining the respondent, a British subject, in possession of a valid British passport, from leaving Ceylon. 30

In respect of item (1) above, a reference to the record kept by the Commission on September 2, 1967 shows that the Commissioner "directed summons be sent (to the respondent) by registered post to his address in London, and that a copy (of the summons) be sent to the High Commission to have it served (on the respondent)". Crown Counsel conceded that the High Commissioner would have had no legal authority to serve summons or have summons served outside Ceylon. The Fiscal to whom 40

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10 directions can be given under the Act to effect service of summons cannot do so over-seas. He conceded also that the summons directed in these circumstances would have lacked legal efficacy. Even where a person has voluntarily accepted summons reaching him outside Ceylon there would be no legal obligation on him to attend in obedience thereto. The Commissioner appears, however, to have entertained the belief, erroneous as it now turns out to be, that not only had he the power to order service of summons outside Ceylon, but that he had the power even to issue a warrant of arrest and, indeed, to proclaim the respondent. It was proved by the record that on December 27, 1967 (the day after the respondent had arrived in Ceylon) the Commissioner had stated to the respondent's wife who had appeared before him that day as a witness that while he cannot compel her to take the summons on her husband he "can take other steps equally drastic". This reference to "drastic steps", I have no doubt, was to the issue of warrant and proclamation, because on the very next day he stated to a proctor who appeared before him on the respondent's behalf that if he failed to secure the attendance of the respondent by effecting substituted service which he was directing that day he would

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30 "proceed to take the other steps I am empowered to take to secure the attendance of a witness, such, for instance, as the issue of a warrant, or a proclamation if that also fails". The Commissioner very probably had in his mind the procedure available to a civil Court in terms of section 131 of the Civil Procedure Code, but, as Crown Counsel suggested, overlooked the circumstance that those powers of a court are not vested in a Commission

40 appointed under the Commissions of Inquiry Act.

Turning to item (ii), it was not disputed by Crown Counsel that at the request of the Commissioner made on December 5, 1967, the prescribed authority under the Immigrants and Emigrants Act had on December 8, 1967 ordered the suspension of the passport of the respondent's wife who is a citizen of Ceylon, and that suspension was being continued by another order similarly secured on January 28,

In the Supreme
Court

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Judgment
9th April 1968
T.S.Fernando, J.
(continued)

1968. It has been suggested by Crown Counsel that suspension of a passport is a matter which is in the absolute discretion of the prescribed authority. It does not become necessary on this occasion to examine the validity of the proposition so suggested, and I therefore expressly refrain from doing so here. Speaking for myself, I think it appropriate to add that the right to freedom of movement is an important right of a citizen, and our Courts may not be found unwilling on a proper occasion and in appropriate proceedings to consider whether executive discretion can be equated to executive whim or caprice. In the present instance, having regard to the facts that (a) the respondent's wife had, in obedience to the summons issued by the Commission, attended and given evidence and (b) the Commissioner himself felt that she was not in a position to give any useful evidence, doubts do arise about the necessity of restricting her movements in the way ensured by the Commissioner.

The next item (iii) also concerns the wife of the respondent. It was pointed out to us that, on December 5, 1967, when a medical certificate was submitted by Counsel appearing for the respondent's wife to account for her inability to attend, the Commissioner inquired whether there was any likelihood of her leaving Ceylon and received Counsel's assurance that there was none. When a second medical certificate was submitted on the lady's behalf on December 13, 1967, the Commissioner remarked that he could issue a "commission" to the Judicial Medical Officer or a Gynaecologist to examine the lady, presumably because he entertained some doubt about the bona fides of the reason for non-attendance. The acceptance of an excuse for non-attendance on the ground of illness may be made conditional on the person summoned agreeing to submit himself for medical examination. But there is, in my opinion, no power even in a court for the issue of "commissions" of this kind to compel persons to submit themselves to medical examination. Certainly Crown Counsel did not point to any provision of law enabling this to be done or suggest

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Court

No.23

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9th April 1968
T.S.Fernando, J.
(continued)

10 that it could legally be done. In these
circumstances, the respondent's counsel
submitted to us that this was another
instance of a threat held out by the
Commission to do something without legal
authority therefore. That such orders for
"commissions" have been or are often
being made by Courts is no good reason for
a Commission appointed under the Commissions
of Inquiry Act also to resort to them. It
was also urged on behalf of the respondent
that on December 13 the Commissioner asked
of the proctor for the respondent's wife
what assurance there is that she will not
join her husband abroad. It was suggested
that the question was a cynical one
considering that some days earlier the
Commissioner had ensured she would not be
able to leave the Country, and I have myself
20 experienced difficulty in appreciating the
necessity for it. It appears to have been
in a similar strain that the Commissioner that
very day in postponing the taking of the
evidence of the respondent's wife for
December 27 remarked that he wanted "to see
to it that she makes no attempt to go away.
I can take sufficient steps to prevent it".

30 Let me now turn to item (iv) which
concerns the detention of the respondent
at the Katunayake airport on the afternoon
of December 26, 1967 when he disembarked
at Colombo on a transit visa. The
Commissioner had been informed by the
proctor who had appeared for the
respondent's wife on some earlier day
that the respondent was expected in Colombo
about Christmas time. The Commissioner
had not been successful in having summons
served in England on the respondent, and
40 obviously (and I must add not unnaturally)
the Commissioner desired to have service
effected no sooner the respondent arrived
in Ceylon. To that end the Commissioner had
enlisted the services of the police to
provide information as to the correct
address of the respondent during his visit
to Ceylon. The police officer on duty
at the airport to whom fell the duty of
obtaining this information was required

In the Supreme
Court

No.23

Judgment

9th April 1968
T.S.Fernando, J.
(continued)

to make communication with his superior officers at Colombo should the respondent disembark at Colombo. It transpired in evidence before us that this police officer kept with him the respondent's passport until he was able to complete a telephone call to his said superior officers. As a consequence, the respondent would appear to have been detained for about 15 minutes at the airport. While one must appreciate that the respondent, probably tired after a long journey and anxious to get away to his wife's house, was irritated by what he may well have considered uncalled for delay or detention, the entire incident is, in my opinion, trivial, and the connection of the Commissioner therewith is but remote. It appears to me to be a case of "much ado about nothing".

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The final item (v) is of a more substantial nature than the others. There is now no dispute over the fact that, as a result of a request made by the Commissioner, the Police had issued instructions on December 28, 1967 - vide document X4 - that the respondent should not be allowed to leave Ceylon. He could have been prevented from so leaving only by restraining him, and the circumstances attending that restraint would have rendered the person responsible guilty at least of the offence of wrongful restraint. The respondent had been made aware of this order. Crown Counsel agreed that the order and the request that had prompted it were both quite illegal. The respondent is a British subject who arrived in Ceylon on a British passport, and he was free to leave Ceylon at any time he desired provided he had not by some act or conduct of his rendering himself liable to be arrested or otherwise restrained. It is a matter for no little regret that orders of this nature are issued apparently without adequate consideration either of their legality or their propriety. It is customary to include in a Warrant issued by the Governor-General under the Commissions of Inquiry Act a direction to all police officers and other persons to render such assistance as may be applied for by the Commissioners. But the

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Warrant itself specifies that the assistance that may be rendered is only such "as may be properly rendered". The police officers and other persons must therefore advise themselves as to the propriety and legality of the assistance that they can grant. It must follow that the Commissioners themselves owe a duty to the police officers and other persons to whom they address requests for assistance or information to confine such requests to proper and lawful ones.

In the Supreme
Court

No.23
Judgment
9th April 1968
T.S.Fernando, J.
(continued)

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Counsel for the respondent argued that, on the facts I have attempted to outline shortly above, his client was reasonably justified in feeling apprehensive about further illegalities being committed or threatened if he appeared before the Commission to give evidence. He contended that the question of justification must be looked at in the background of the business rivalry alleged between companies in which the respondent was interested and the companies of which the Commissioner is a director. Looked at in this way, he argued, the facts caused the respondent to entertain the belief that the Commissioner was biased, and this belief in a bias constituted reasonable cause for the respondent to refuse to give evidence. We were invited by counsel to apply on this question of the existence of reasonable cause a subjective test, but we felt quite unable to agree that such a test would be the proper one.

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If the case had been one of a court or of a person acting in a quasi-judicial capacity, only "a real likelihood of bias," i.e. "a real likelihood of operative prejudice, whether conscious or unconscious" would have disqualified the court or such other person; - see R. v. Camborne Justices, ex parte Pearce, (1954) 2 A.E.R. 850. In that case the Court did not feel itself justified in going so far as Lord Esher, M.R. did in Eckersley v. Mersey Docks and Harbour Board - (1894) 2 Q.B.670 - when he said "not only must they not be biased, but that, even though it be demonstrated

In the Supreme
Court

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Judgment

9th April 1968
T.S.Fernando,J.
(continued)

that they would not be biased, they ought not to act as judges in a matter where the circumstances are such that people - not necessarily reasonable people, but many people - would suspect them of being biased".

The proper test to be applied is, in my opinion, an objective one, and I would formulate it somewhat on the following lines: Would a reasonable man, in all the circumstances of the case, believe that there was a real likelihood of the Commissioner being biased against him? I agree with the respondent's Counsel that the burden on a person seeking to show reasonable cause is to satisfy this objective test on a balance of probability. We were invited to have regard to the maxim that everyone; is presumed to know the law. Certainly such a presumption is particularly valid in the case of a person like the Commissioner with whom we are concerned on this proceeding. Counsel therefore argued that the acts amounting to illegalities and threats of illegalities complained of by the respondent could be presumed to have been committed with actual knowledge of their illegal nature.

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In applying the objective and not the subjective test, the reasonable man would be required to balance such inference as could be drawn from the proved facts as would go to show that the Commissioner had justification to believe that the respondent was merely placing obstacles in the way of having his evidence recorded with the inference that would go towards indicating the existence in the Commissioner of a bias or prejudice against the respondent. The record of the proceedings kept by the Commissioner from September 2, 1967 to January 8, 1968 (vide copy produced before us) has been submitted to a very minute examination before us by Counsel for the respondent. I think it evidences that the Commissioner's fear that the respondent was endeavouring to avoid giving evidence was intrinsically justified. Therefore, even approaching the question of the illegalities referred to above on the assumption that the Commissioner acted with a knowledge of their illegality, I do not think that, when the

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proceedings are considered as a whole, we would be justified in reaching a conclusion that the objective test we are required to apply here is satisfied.

In the Supreme
Court

—————
No.23

Judgment

9th April 1968
T.S.Fernando, J.
(continued)

10 The ordering of service of summons abroad, the suspension of the passport of the respondent's wife, the threat to issue "commissions" for her examination in the hospital by a doctor, the threat to issue a warrant for the apprehension of the respondent and to "proclaim" him, and the observations made by the Commissioner on more than one occasion suggestive of a belief by him that the respondent is not desirous of giving evidence are all consistent more with an anxiety on the part of the Commissioner to get on with the work entrusted to him and investigate quickly any alleged "abuses" connected with Government contracts than with the existence of any real bias towards the respondent. It may be that in his enthusiasm for the performance of the task entrusted to him he may well have felt irritated by what appears to have struck him as obstruction on the part of the respondent. I am not unmindful of the fact stressed by Counsel for the respondent that the record shows that lawyers appearing for the respondent as well as for his wife had indicated right up to the time of the respondent's arrival in Ceylon on December 26 that he was willing to give evidence. Nevertheless, all the matters complained of except the order to prevent the respondent leaving Ceylon are consistent more with the anxiety I have referred to above on the part of the Commissioner than to any real likelihood of bias, and no reasonable man could have thought otherwise. In these circumstances, could the illegal order (item (v)) have sufficed to tilt the balance in favour of the probability of the reasonable man reaching the contrary conclusion? This question, I am free to state, is not devoid of difficulty; but, always bearing in mind that the burden of establishing reasonable cause is on the respondent, I do not consider it could because, in the context of the relevant proceedings, this illegal order was itself but the outcome of a continuing and pressing desire to secure the evidence of the respondent, if need be, at any cost. In

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In the Supreme
Court

No.23

Judgment

9th April 1968
T.S.Fernando, J.
(continued)

that view it must follow that the respondent has failed in establishing reasonable cause even on the basis of such of the allegations in paragraph 7 of the affidavit as have been proved.

Before concluding this judgment it is right to add one word more. With a view to avoiding recurrences of illegalities and irregularities of the kind that these contempt proceedings have brought to light, we hope that the Government will in the future ensure to Commissioners appointed under the Commissions of Inquiry Act legal advice in regard to the several steps that may require to be taken from time to time by Commissions in the discharge of their duties. Neglect to ensure this could expose police officers and other persons to prosecutions and civil suits at the instance of parties affected.

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Sgd: T.S.Fernando
Puisne Justice

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Tambiah J.

APN/GEN/2/68

TAMBIAH J.

I had the benefit of reading the judgments of my Lord the Chief Justice and my brother T.S.Fernando J. I am in agreement with their findings and the views expressed by them. However, I wish to add my own observations on a few matters.

There is overwhelming evidence to show that, despite the fact that the respondent abandoned Ceylon citizenship, acquired British citizenship and resided in England, he has a residence in Ceylon where his wife and children are living. In deciding the question of residence the fact of residence as well as the intention to reside are factors which should be taken into account. It is possible for a citizen of the United Kingdom to have residence in another country for a particular period either for purposes of holiday or business. The facts proved in this case show that the respondent's

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wife and children had a permanent residence in Ceylon and the respondent himself whenever he came to Ceylon resided here with his wife.

In the Supreme
Court

No.23

Judgment

9th April 1968

Tambiah J.

(continued)

10 Counsel for the respondent urged that the visits of the respondent to Ceylon were in the nature of sojourns but the evidence clearly establishes that he came and resided with his wife for a particular period of time each year ever since he abandoned Ceylon citizenship. Further there is evidence that for business purposes it was necessary for him to have a residence in Ceylon. Therefore I hold that he was a person resident in Ceylon within the meaning of section 7(c) of the Commissions of Inquiry Act (Cap. 393).

20 My brother T.S.Fernando J. has fully dealt with the facts relating to the alleged bias referred to by Counsel for the respondent in the course of his submissions. Although some of the acts of the Commissioner are illegal and cannot be justified, yet after very careful consideration, it is difficult for me to take the view that he had a bias against the respondent. It is not in evidence that the respondent was known to him before. Some of the steps taken by the Commissioner, although not justified in law, were perhaps taken by him as he was apprehensive. The respondent
30 who was a citizen of the United Kingdom and whose visits to this country are unpredictable, could not be got at in order to be examined by him. It is regrettable that the Commissioner should have adopted some stringent methods which are against the rule of law and which are illegal. But the important question is whether the Commissioner has formed a bias to disbelieve any answer which would be given by the respondent to questions put by him.

40 I fully agree with the findings of my brother T.S. Fernando J. that in an inquiry of this nature the Commissioner does not act judicially or quasi-judicially (vide Dias v. Abeywardena (1966) 68 N.L.R. 409). Proceedings of this nature are inquisitorial (vide article on "Reports of Committees" by A.E.W. Park, Modern Law Review Vol. 30 (July

In the Supreme
Court
—
No.23
Judgment
9th April 1968
Tambiah J.
(continued)

1967) p.426 at 428). Even an adverse finding against the respondent could not in any way alter the legal rights of the respondent. The Commission is a fact finding Commission and has no legal consequences. (vide Allen Berry & Co. v. Vivian Bose (1960) A.I.R. Punjab p.86; The King v. Macfarlane (1923) 32 Commonwealth Law Reports p.518). Therefore the question of bias is not a factor that any reasonable man should take into account in refusing to give evidence. Further an analysis of section 12(1)(b) of the Commissions of Inquiry Act (Cap.393), read with section 12 of the same Act, shows that this Court will take cognisance of contempt of Court only where a person refuses to give an answer to a question put by a Commissioner, which is reasonable or when he refuses to be sworn. The questions put by a Commissioner may be unreasonable if they did not touch on the matters directed to be inquired into by the Commission.

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In this case it is too premature for us to find out the nature of the questions which may be asked by the Commission. The evidence given by the respondent's wife shows that, although she is the Chairman of the company known as the Equipment and Construction Company Limited, she was unable to say where the books were or give any details about this business. The Commissioner appears to have been at pains to get at the books of this Company. In these circumstances, the Commissioner rightly thought that the respondent, who was perhaps the brains behind this business, would have been in a better position to give information regarding the books. If the Commissioner had asked the question as to where the books of the Company were, could it be said that it was an unreasonable question and that a reasonable man in the position of the respondent could have possibly objected to give an answer? We are now in the realm of speculation as to what questions the Commissioner would have asked from the respondent. Therefore it was not reasonable for the respondent to refuse to give evidence before the Commission. In these circumstances, it cannot be said that he had reasonable cause in refusing to give evidence.

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In my view therefore, the respondent has committed the offence of contempt as envisaged in section 12(1) of the Commissions of Inquiry Act (Cap.393) and this court should take cognisance of such contempt under the provisions of section 12(3) of the Commissions of Inquiry Act (Cap.393). For these reasons I convict the respondent of the offence of contempt of which he is charged and sentence him to pay a fine of Rs. 1000/=-, and in default to simple imprisonment for one month.

In the Supreme
Court

No.23
Judgment
9th April 1968
Tambiah J.
(continued)

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Sgd: H.W. Tambiah

PUISNE JUSTICENO. 24

No.24

DECREEDecree
15th April 1968IN THE SUPREME COURT OF THE ISLAND OF CEYLON

IN THE MATTER of a Rule under Section 47 of the Courts Ordinance (Chapter 6) against Rajah Ratnagopal of 65A, Chester Square, London, S.W.1, England, and presently of No. 7, Queen's Avenue, Colombo 7.

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APN/GEN/2/68

Respondent

This matter in which by Rule dated 21st January 1968 and issued under the Seal of this Court the Respondent above named was commanded to appear in person and show cause if any, why he should not be punished under section 47 of the Courts Ordinance (Chapter 6) read with section 10 of the Commissions of Inquiry Act (Chapter 393) for the offence of contempt committed against and in disrespect of the authority of the Commission that was appointed by His Excellency the Governor General by Warrant dated 22nd October 1965 under the Public Seal of the Island of Ceylon for the purpose of inquiring into and reporting on all abuses in connection with tenders made by contractors for the construction of buildings or other works

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In the Supreme
Court

No.24

Decree
15th April 1968
(continued)

for or on behalf of any Government Department, in that he did, after having been served with the requisite summons, appear before the said Commission on the 8th day of January 1968 but refuse to be sworn or to give evidence as contemplated by section 12 of the said Act, having come up for hearing before a Bench of Three Judges constituted of the Honourable Hugh Norman Gregory Fernando, Chief Justice, and the Honourable Thusew Samuel Fernando and the Honourable Henry Wijayakone Tambiah, Puisne Justices of this Court, on the 2nd day of February 1968 and - he the said Respondent having then pleaded that he had cause to show - on the 15th, 16th, 17th, 18th, 19th, 22nd, 23rd, 24th and 25th days of March 1968, in the presence of the above named Respondent and of his counsel E.R.S.R. Coomaraswamy Esquire, appearing with R.R. Nalliah Esquire, C.D.S. Siriwardene Esquire, Nihal Jayawickrema Esquire, H. Haniffa Esquire, P.A.D. Samarasekera Esquire, and C. Chakradaran Esquire, Advocates on the one side, and of H.L. de Silva Esquire, Crown Counsel, for the Attorney-General as amicus curiae, on the other;

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It is considered and adjudged for the reasons set out in the Orders delivered by their Lordships on 9th April 1968, that the Respondent above named, the said Rajah Ratnagopal, is guilty of the said offence of contempt committed against and in disrespect of the authority of the said Commission, and it is accordingly ordered that upon him be and it is hereby imposed a fine of Rupees One thousand (Rs.1,000/=) with a sentence of one month's simple imprisonment to operate in default of payment.

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Witness the Honourable Hugh Norman Gregory Fernando Chief Justice, at Colombo, the 15th day of April in the year One thousand nine hundred and sixty eight and of Our Reign the Seventeenth.

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(Seal) Sgd: N. Navaratnam
Registrar of the Supreme Court.

ORDER IN COUNCIL GRANTING
SPECIAL LEAVE TO APPEAL

In the Privy
Council

No.25

Order in Council
granting
Special Leave
to Appeal

26th August
1968

L.S.

AT THE COURT AT BALMORAL

The 26th day of August, 1968,

PRESENT

THE QUEEN'S MOST EXCELLENT MAJESTY

10	LORD SHEPHERD SIR MICHAEL ADEANE	MISS BACON MR. HENRY WILSON
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WHEREAS there was this day read at the Board a Report from the Judicial Committee of the Privy Council dated the 30th day of July 1968 in the words following, viz.:-

20 "WHEREAS by virtue of His late Majesty King Edward the Seventh's Order in Council of the 18th day of October 1909 there was referred unto this Committee a humble Petition of Rajah Ratnagopal in the matter of an Appeal from the Supreme Court of Ceylon in the matter of a Rule under Section 47 of the Courts Ordinance (Cap. 6) against the Petitioner setting forth that the Petitioner prays for special leave to appeal to Your Majesty in Council against the Judgment of the Supreme Court of Ceylon dated the 9th April 1968 whereby

30 the said Court held that the Petitioner was guilty of an offence of contempt against or in disrespect of the authority of a Commissioner appointed under the Commissions of Inquiry Act (Cap. 393) and imposed on the Petitioner a fine or in default a sentence of simple imprisonment: And humbly praying Your Majesty in Council to grant the Petitioner special leave to appeal against the Judgment of the Supreme Court of Ceylon

40 dated the 9th April 1968 and against his

In the Privy
Council

No.25

Order in Council
granting
Special Leave
to Appeal

26th August
1968
(continued)

conviction and sentence or for
further or other relief:

"THE LORDS OF THE COMMITTEE in obedience to His late Majesty's said Order in Council have taken the humble Petition into consideration and having heard Counsel on behalf of the Petitioner and on behalf of the Attorney-General of Ceylon Their Lordships do this day agree humbly to report to Your Majesty as their opinion that leave ought to be granted to the Petitioner to enter and prosecute his Appeal against the Judgment of the Supreme Court of Ceylon dated the 9th April 1968 save and except for the issue referred to in the said Judgment pertaining to the service of summons upon the Petitioner:

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"AND Their Lordships do further report to Your Majesty that the proper officer of the said Supreme Court ought to be directed to transmit to the Registrar of the Privy Council without delay an authenticated copy under seal of the Record proper to be laid before Your Majesty on the hearing of the Appeal upon payment by the Petitioner of the usual fees for the same".

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HER MAJESTY having taken the said Report into consideration was pleased by and with the advice of Her Privy Council to approve thereof and to order as it is hereby ordered that the same be punctually observed obeyed and carried into execution.

Whereof the Governor-General or Officer administering the Government of Ceylon for the time being and all other persons whom it may concern are to take notice and govern themselves accordingly.

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Sgd: N.E. LEIGH

EXHIBIT - R.3ExhibitsPARTICULARS OF DIRECTORS,
STEEL PRODUCTS LTD.

R.3

Particulars of
Directors,
Steel Products
Ltd.

No. of Company: PVS 1734

6th May 1958

Registration Fee Rs.5/=
Payable in Cash, Cheque,
Postal Order.THE COMPANIES ORDINANCE (CAP. 145)

10

Particulars of Directors of Managers and of
any changes therein

Pursuant to Section 142(2)

Name of Company: STEEL PRODUCTS LIMITED.

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Note: This return must be sent to the
Registrar of Companies, P.O. Box 1502,
Colombo within 14 days of the
appointment of the first directors
of the Company and if there is a
change in these particulars after
registration within 14 days of
the change.Presented by: D. Graham, Director, Steel
Products Limited No. 185,
Union Place, Colombo.

ExhibitsParticulars of the Directors or Managers (a) of
Steel Products Limited and of any changes

R.3

Particulars of
Directors,
Steel Products
Ltd.6th May 1958
(continued)

The present Christian name or names and Surname(b)	Any former Christian name or names or surnames	Nation- ality	Nationality of origin (if other than the present Nationality)
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Cyril de Zoysa	Nil	Citizen of Ceylon	British
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Emil Guy Wikraman- ayake	Nil	-do-	-do-
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Vincent Trutand de Zoysa	Nil	-do-	-do
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David Graham	Nil	-do-	-do-
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Usual Residential Address	Other business Occupation or Directorships if any, if none state so.	Change giving dates of change
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27 Melbourne Avenue, Colombo 4	Merchant	appointed on 19.2.58
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39 Dickmans Road, Colombo 5	Advocate	do. 19.2.58
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10, McLeod Road, Colombo 4	Merchant	do. 19.2.58
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159, Sirisaranankara Road, Dehiwela	-do-	do. 19.2.58
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STEEL PRODUCTS LIMITED

Sgd: Illegibly in English
Director.

Dated sixth day of May 1958.

EXHIBIT - R.4ExhibitsANNUAL RETURN, STEEL
PRODUCTS LIMITED

R.4

Annual Return,
Steel Products
Ltd.

No meeting held.

No. of Company: PVS 1734

31st December
1958The Companies Ordinance No. 51 of 1938
(Cap. 145)Form of Annual Return of a Company having
a Share Capital10 Annual return of the STEEL PRODUCTS LIMITED
Company Limited made up to the 31st day of
December 1958.The Address of the Registered Office of the
Company is as follows:-

185, Union Place, Colombo 2.

Delivered for filing by: D. Graham

SUMMARY OF SHARE CAPITAL AND SHARES

	1.	Nominal Share capital Rs. 1,000,000 divided into 100,000 shares	Rs.10/-
20	2.	Total number of shares taken up to the 31st day of December 1958 being the date of return	3
	3.	Number of Shares issued subject to payment wholly in cash ..	3
	5.	..	
	6.	..	
	7.	..	
	8.	...	
30	9.	There has been called up on each of shares	3 Rs.10 each

Exhibits
R.4
Annual Return,
Steel Products
Ltd.
31st December
1958
(continued)

10. ..
11. ...
12. Total amount of calls received including payments on application and allotment Rs.30/=
13. to 22
23. Name and address of the auditor or the names and addresses of the auditors of the Company at the date of the Return: 10

Wijeratne & Co., 22 Upper Chatham
St., Colombo 1

XX XX XX XX XX XX XX

Particulars of the Directors of the STEEL
PRODUCTS LIMITED - Company Limited at the
date of the Annual Return

The present Christian name or names and surname	Nation- ality	Nation- ality of origin	Other business Occupation	Usual Residential Address
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Sir Cyril de Zoysa	Citizen of Ceylon	British	Merchant	27, Melbourne Avenue, Colombo 4
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Emil Guy Wikraman- ayake	-do-	-do-	Advocate	39, Dickman's Rd, Colombo 5
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Vincent Trutand de Zoysa	-do-	-do-	Merchant	1st Lane Ratmalana
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David Graham	-do-	-do-	Merchant	238 High Level Road, Nugegoda
-----------------	------	------	----------	----------------------------------

Surname	Other names	Address	Occupation	No. of Shares etc.	Remarks
Wikram-anayake	Emil Guy	39, Dickman's Road, Col.4	Advocate	One	Memorandum Share
de Zoysa	Vincent Trutand	1st Lane, Ratmalana	Co-Director	One	-do-
Graham	David	230, High Level Road Nugegoda	-do-	One	-do-

Exhibits

R.4

Annual Return, Steel Products Ltd.

31st December 1958
(continued)

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Steel Products Limited

Sgd: ..Illegibly.....

Managing Director

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XX XX XX XX XX XX XX



ExhibitsEXHIBIT R.5

R.5

RETURN OF ALLOTMENTS, STEEL PRODUCTS LTD

Return of
Allotments,
Steel Products
Ltd.

No. of Company: PVS 1734

15th September
1959

The Companies Ord. No. 51 of 1938

Return of allotments made on the 15th September
1959 of Steel Products Limited.

Number of Shares allotted payable in
cash 15000

Nominal amount of the Shares so
allotted Rs.150000/- 10

Amount paid or due and payable on
each such share Rs.10/=

X X X

X X X

The consideration for which such shares have
been allotted is as follows:-

for cash

Presented by: M.B. Salman, 185, Union Place,
Colombo 2

(1) Surname 20
(2) Christian name
(3) Ordinary Residence
(4) Address for communication to be sent
(5) Description
(6) Number of shares allotted - Ordinary.

(1) de Zoysa
(2) Cyril
(3) 27, Melbourne Avenue, Bambalapitiya
(4) -do-
(5) Merchant 30
(6) 500

Exhibits

R.5

Return of
Allotments,
Steel Products
Ltd.15th September
1959
(continued)

- (1) Wikremanayake
 - (2) Emil Guy
 - (3) 39, Dikmans Road, Colombo 4
 - (4) -do-
 - (5) Advocate
 - (6) 500
-

10

- (1) Wikramanayake
 - (2) Ethel Winifred
 - (3) 39, Dikmans Road, Colombo 4
 - (4) -do-
 - (5) Married Lady
 - (6) 500
-

- (1) Wikremanayake
 - (2) Panini Ranjitha
 - (3) 39, Dikmans Road, Colombo 4
 - (4) -do-
 - (5) Merchant
 - (6) 500
-

20

- (1) Wikremanayake
 - (2) Deleeni Sunethra
 - (3) 39, Dikmans Road, Colombo 4
 - (4) -do-
 - (5) Spinster
 - (6) 500
-

30

- (1) Wikremanayake
 - (2) Nimal Prasanna
 - (3) 39, Dickmans Road, Colombo 4
 - (4) -do-
 - (5) Merchant
 - (6) 250
-

- (1) Wijeyakoon
 - (2) Rienzie Alexander
 - (3) 45/5 Flower Avenue, Flower Road, Colombo 7
 - (4) -do-
 - (5) Merchant
 - (6) 500
-

Exhibits
 R.5
 Return of
 Allotments
 Steel Products
 Ltd.

- (1) de Zoysa
 - (2) Vincent Trutand
 - (3) 1st Lane, Ratmalana
 - (4) -do-
 - (5) Merchant
 - (6) 500
-

15th September
 1959
 (continued)

- (1) de Zoysa
 - (2) Enid Hilda
 - (3) 1st Lane Ratmalana
 - (4) -do-
 - (5) Married lady
 - (6) 1,250
-

- (1) de Zoysa
 - (2) Chulaka
 - (3) 1st Lane, Ratmalana
 - (4) -do-
 - (5) Student
 - (6) 1,500
-

- (1) de Zoysa
 - (2) Ajit
 - (3) 1st Lane, Ratmalana
 - (4) -do-
 - (5) Student
 - (6) 1,500
-

- (1) de Zoysa
 - (2) Lehica
 - (3) 1st Lane, Ratmalana
 - (4) -do-
 - (5) Student
 - (6) 1,500
-

- (1) de Zoysa
 - (2) Tilak
 - (3) 1st Lane Ratmalana
 - (4) -do-
 - (5) Student
 - (6) 1,500
-

- (1) Graham
 - (2) David
 - (3) 238 High Level Road, Nugegoda
 - (4) -do-
 - (5) Merchant
 - (6) 500
-

Exhibits

R.5

Return of
Allotments
Steel Products
Ltd.15th September
1959
(continued)

(1) de Silva
(2) Dharmakirti
(3) 173 Station Road, Ragama
(4) -do-
(5) Merchant
(6) 500

10

(1) Saleem
(2) Alithamby Hamid Lebbe Ahamed
(3) 7 Gower Street, Colombo 5
(4) -do-
(5) Proctor S.C.
(6) 500

(1) Saleem
(2) Mohamed Fawzy
(3) 7 Gower Street, Colombo 5
(4) -do-
(5) Student
(6) 1000

20

(1) Gooneratne
(2) Arawyn Chandrakirti
(3) 10, de Fonseka Road, Colombo 5
(4) -do-
(5) Merchant
(6) 500

30

(1) Gooneratne
(2) Ranjan Chandrakirti
(3) 10 de Fonseka Road, Colombo 5
(4) -do-
(5) Merchant
(6) 200

(1) Gooneratne
(2) Almindra Lal
(3) 10 de Fonseka Road, Colombo 5
(4) -do-
(5) Student
(6) 200

40

(1) Gonneratne
(2) Sria Nilanjali
(3) 10 de Fonseka Road, Colombo 5
(4) -do-
(5) Student
(6) 200

Exhibits

R.5

Return of
Allotments
Steel Products
Ltd.

- (1) Gooneratne
 - (2) Roshani Deepthi
 - (3) 10 de Fonseka Road, Colombo 5
 - (4) -do-
 - (5) Student
 - (6) 200
-

15th September
1959
(continued)

- (1) Gooneratne
 - (2) Chandini Ayanthi
 - (3) 10 de Fonseka Road, Colombo 5
 - (4) -do-
 - (5) Student
 - (6) 200
-

10

The shares subscribed for in the memorandum are included in ~~this~~ return - 15,000.

Sgd: illegibly in English

Sgd: illegibly in English
Secretary

EXHIBIT R7

PARTICULARS OF DIRECTORS,
STEEL PRODUCTS LTD.

Exhibits

R.7

Particulars of
Directors,
Steel Products
Ltd.

No. of Company: PVS 1734

THE COMPANIES ORDINANCE (CAP. 145)
PARTICULARS OF DIRECTORS OR MANAGERS AND
OF ANY CHANGES THEREIN

15th June 1966

Name of Company: STEEL PRODUCTS LIMITED

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

10 Presented by: David Graham, Steel Products
Ltd., 72, Green Path, Colombo, 7.

Particulars of the Directors or Managers
(a) of Steel Products Ltd.

	The present Christian name or names and Surnames	Any former Christian name or names or Surname	Nation- ality	Nationality of origin
20	1. Cyril de Zoysa	Nil	Citizen of Ceylon	British
	2. Emil Guy Wickraman- ayake	Nil	-do-	-do-
	3. Vincent Trutant de Zoysa	Nil	-do-	-do-
	4. David Graham	Nil	-do-	-do-
30	5. Bernett Peter Medenza	Nil	-do-	-do-
	6. Alithamby Hameed Lebbe Ahamed Saleem	Nil	-do-	-do-
	7. Arawyn Chandrakirti Gooneratne	Nil	-do-	-do-

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

<u>Exhibits</u> R.7	Usual Residential Address	Other business Occupation or Directorships	Changes giving dates of changes	
Particulars of Directors, Steel Products Ltd. 15th June 1966 (continued)	1.27, Melbourne Avenue, Colombo 4	Merchant		
	2.39, Dickman's Road, Colombo 5	Advocate	Resigned from Board of Directors on 1.6.1966	10
	3.1st Lane Ratmalana	Merchant		
	4.16, Welikadawatte, Nawala Rajagiriya	Merchant		
	5.112, Reid Avenue, Colombo	Merchant		20
	6.7, Gower Street, Colombo 5	Merchant		
	7.42, Dickmans Road, Colombo 5	Advocate		

Sgd: Illegibly in English
Director

Dated the 15th day of June 1966

EXHIBIT X. 3

LETTER, INSPECTOR OF POLICE
ALIENS BRANCH TO O.I.C/S.O.

Exhibits

X3

Letter, Inspector
of Police,
Aliens Branch
to O.I.C/S.O

27th September
1967

CONFIDENTIAL

My No:ATC/886/67

C.I.D. Office, P.O.Box
582, Colombo 1.

27th September 1967

O.I.C/S.O

10

RAJAH RATNAGOPAL - BRITISH NATIONAL

FP No. 324954

The above named is expected to arrive in
Ceylon shortly.

Discreet and confidential inquiries should
be made with the Airlines to obtain
information prior to his arrival.

20

If such information is obtained or should
he arrive a message should be passed on
immediately by Radio or Telephone to Telephone
No. 78057 during working hours and to
Telephone No.2176 during Non-working hours
with instructions to inform S.1., and S.9
immediately.

Sgd: L.S. Salvador

IP Aliens Branch C.I.D. SB.

LS/MVP

Copies to:

O.I.C. Colombo Harbour.

S.OO. KTN. RMA. TMR. File

Exhibits

EXHIBIT X. 6

X6

Letter,
Commissioner,
Contracts
Commission
to Permanent
Secretary,
Ministry of
Defence
6th December
1967

LETTER, COMMISSIONER, CONTRACTS
COMMISSION TO PERMANENT SECRETARY,
MINISTRY OF DEFENCE

IMMEDIATE

CC/N.3

December 6, 1967

S/D. & E.A.,

ISSUE OF PASSPORT

Mrs. M.C. Ratnagopal, wife of Mr.
Rajamanthri Jayangandhi Ratnagopal, was summoned
to appear and give evidence before this
Commission on 5th December, 1967. On that
date a Medical Certificate was submitted on
her behalf. The enquiry has therefore been
adjourned for 13th December, 1967.

10

2. I shall be glad if you will assist
me by taking steps to ensure that Mrs. M.C.
Ratnagopal will not leave the Island until
her presence is no longer required before this
Commission.

20

Sgd: E.G. Wickremanayake

Commissioner

Contracts Commission

217.

EXHIBIT X7

LETTER, PERMANENT SECRETARY
MINISTRY OF DEFENCE TO
COMMISSIONER, CONTRACTS
COMMISSION

Exhibits

X7

Letter, Permanent
Secretary,
Ministry of
Defence to
Commissioner,
Contracts
Commission
8th December
1967

My No. CIT

Your No. CC/N.3

MINISTRY OF DEFENCE & EXTERNAL AFFAIRS,

Senate Building,
Colombo 1.

10

8th December, 1967.

Confidential

Commissioner,
Contracts Commission,
34, Brownrigg Road,
Colombo

Issue of Passport - Mrs. M.C.
Ratnagopal

20

I have instructed the Controller of
Immigration and Emigration to ensure that
Mrs. M.C. Ratnagopal, wife of Mr.
Rajamanthri Jayagandhi Ratnagopal, does
not leave the Island until her presence
is no longer required before the Contracts
Commission.

Sgd: G.V.P. Samarasinghe

S/D & E.A.

Certified copy

Sgd: Illegibly

Secretary

Contracts Commission

30

26th March, 1968.

Exhibits

EXHIBIT P.1

P.1

Letter,
Controller of
Immigration to
Mrs. M.C.
Ratnagopal
8th December
1967

LETTER, CONTROLLER OF
IMMIGRATION TO MRS. M.C.
RATNAGOPAL

No.U/5/OM///118

By Hand

Telegrams: "Passports"

P.O. Box 586

DEPARTMENT OF IMMIGRATION AND EMIGRATION
GALLE BUCK ROAD

Colombo.

10

8th December 1967.

Mrs. M.C. Ratnagopal,
No. 7, Queen's Avenue,
Colombo 3.

Madam,

Ceylon Passport No.37794

1. I hereby give notice under Regulation 51(2) of the Immigrants and Emigrants Regulations 1956 that I have, by virtue of the powers vested in me under Regulation 51(1), 20 suspended your passport till 31.1.68.

2. You are hereby required under Regulation 51(3) to surrender the passport to my Authorised Officer.

I am, Madam,

Your obedient servant,

Sgd: W.T. Jayasinghe

Controller of Immigration and
Emigration

EXHIBIT R8

LETTER, COMMISSIONER, CONTRACTS
COMMISSION TO PERMANENT
SECRETARY, MINISTRY OF DEFENCE

MY No.00/N.3
Contracts Commission
Colombo 5, Dec 27, 1967

The Permanent Secretary,
Ministry of Defence & External Affairs.

ISSUE OF PASSPORT

Exhibits

R8

Letter,
Commissioner,
Contracts
Commission to
Permanent
Secretary
Ministry of
Defence

27th December
1967

10 Dear Sir,

I understand that Mr. Rajah Ratnagopal whose evidence is essential at this Commission is now in Ceylon I have summoned him to appear tomorrow, 28th December 1967.

2. I shall be glad if you will take steps to prevent his leaving Ceylon as it has been very difficult up to now to serve summons on him to appear before this Commission.

20

Yours faithfully,

Sgd: E.G. Wickremanayake

Commissioner
Contracts Commission

Certified correct

Sgd:

Secretary,
Contracts Commission

25.3.68

Exhibits

EXHIBIT R1

R1

Summons to
Rajah Ratnagopal
to appear before
Contracts
Commission
28th December
1967

SUMMONS TO RAJAH RATNAGOPAL
TO APPEAR BEFORE CONTRACTS
COMMISSION

Contracts Commission,
P.O. Box 945,
C 47 Brownrigg Road,
Colombo 5

28th December 1967

To: Rajah Ratnagopal Esq.,
7, Queen's Avenue,
Colombo 7.

10

COMMISSION OF INQUIRY INTO GOVERNMENT
CONTRACTS AND TENDERS.

Summons under Section II of the Commissions of
Inquiry Act (Cap. 393)

You are hereby summoned by the Commission⁽¹⁾
appointed by His Excellency the Governor-
General to inquire into Government Contracts
and Tenders to appear before the Commission in
person at 9.15 in the forenoon on 8th January
1968 at the Office of the Commission at No.34
(C47) Brownrigg Road, Colombo 5 to give evidence⁽²⁾
on matters relevant to the terms of reference,
and you are not to depart thence until you
have been examined and the Commission has
risen or unless you have obtained the leave
of the Commission.

BY ORDER OF THE COMMISSION

Sgd:.....
Secretary.

30

- (1) For the terms of reference of the
Commission see Government Gazette Extra-
Ordinary No. 14,540 of 22.10.1965.
- (2) The provisions of section 14 of the
Commissions of Inquiry Act have been
declared by the Governor-General to
apply to this Commission.

EXHIBITS X4 AND X4A
MESSAGES NO. 248 AND NO. 57

Exhibits
X4 and X4A
Message
No. 248
28th December
1967

			X4	
	Date 28.12.67		Time:	
	A.S.P. C.I.D. to H.Q.I. K.K.S.	Sent by Express Post		
	" " to S.O.Katunayake	12.30 p.m.		
	" " to S.O.Ratmalana	12.10 p.m.		
	" " to S.O. Colombo Harbour	12.15 p.m.		
10	" " to S.O.Trincomalee	Sent by Express Post		
	" " to A.S.P. Galle	Express Post.		

Message No. 248

Mr. RAJAMANTRI - RATNAGOPAL a British National holding P.P. No.369310 should not be allowed to leave the Island. Please detain him at the Port and inform Superintendent of Police, C.I.D. Special Branch immediately by Radio or telephone.

20	Date: 9.1.68		Time:	X4A
	A.S.P. C.I.D. to A.S.P. Galle		--	Message No.57
	" " to A.S.P.Trincomalee	1 p.m.		9th January 1968
	" " to A.S.P. K.K.S.	1.50 p.m.		
	" " to S.O.Katunayake	1.50 p.m.		
	" " to S.O.Talaimannar	1.50 p.m.		
	" " to S.O.Ratmalana	2 p.m.		
	" " to A.S.P.Colombo Harbour	12.55 p.m.		

Exhibits

Message No.57

X4A

Message
No.57
9th January
1968
(continued)

Further to my message of 28.12.67 MR. RAJAMANTRI RATNAGOPAL, British National holding P.P. 369310, should be arrested on a complaint of Contempt of Court, if he should make an attempt to leave the Island. Thereafter please inform Superintendent of Police C.I.D. Investigation Branch, Mr. J.A.Selvaratnam, immediately, by Radio or telephone.

R2

EXHIBIT R2

10

Letter,
Secretary,
Contracts
Commissioner
to Inspector
General of
Police

LETTER, SECRETARY, CONTRACTS
COMMISSION TO INSPECTOR GENERAL
OF POLICE

My No. CC/N 3

9th January 1968

9th January
1968

CONTRACTS COMMISSION

STRICTLY CONFIDENTIAL

I.G.P.

Mr. Rajamantry Jayagandhi Ratnagopal of 7 Queen's Avenue, Colombo 3, who was summoned to give evidence before this Commission on the 8th instant appeared before the Commission but refused to give evidence.

20

A certificate is being issued to the Supreme Court that he is guilty of contempt of this Commission. The matter will be inquired into after the Vacation, which ends on the 16th or 17th of January 1968. The Commissioner has already addressed a letter to the Permanent Secretary Ministry of Defence and External Affairs, requesting him to ensure that Mr. Ratnagopal is not allowed to leave the Island.

30

I am also directed by the Commissioner to bring the above matter to your notice and to request you to take whatever action that is necessary to prevent him from leaving the Island. A further Communication will follow when his presence is no longer required by this Commission.

Sgd:.....

40

Secretary.

Copy to:S/D. & E.A.

Certified correct

Sgd:.....

J.A.Selvaratnam 23.3.67

EXHIBIT P2

LETTER, CONTROLLER OF IMMIGRATION
TO MRS. M.C. RATNAGOPAL

Exhibits

P2

Letter,
Controller of
Immigration
to Mrs. M.C.
Ratnagopal
28th January
1968

No.U/5/OM/E/118

By Hand

Telegrams "Passports"

P.O. Box 586

DEPARTMENT OF IMMIGRATION AND EMIGRATION
GALLE BUCK ROAD

Colombo.1

10

28th January 1968

Mrs. M.C. Ratnagopal,
No. 7, Queen's Avenue,
Colombo 3.

Madam,

Ceylon Passport No.37794

20

I hereby give notice under Regulation
51(2) of the Immigrants and Emigrants Regula-
tions 1956 that I have, by virtue of the
powers vested in me under Regulation 51(1)
suspended your passport till 30.4.1968.

I am, Madam,

Your obedient servant,

Sgd: W.T. Jayasinghe

CONTROLLER OF IMMIGRATION AND
EMIGRATION

Exhibits

EXHIBIT R6

R6

LETTER, STEEL PRODUCTS
LIMITED TO REGISTRAR OF
COMPANIES

Letter, Steel
Products Ltd
to Registrar
of Companies
14th February
1968

16, Welikadawatte,
Nawala Road,
Rajagiriya.

14th February 1968

The Registrar of Companies,
Dept. of the Registrar of Companies,
Echelon Square,
Colombo 1.

10

Dear Sir,

Ref: P.V.S. 1734 - Steel Products
Ltd. - Annual Returns for 1966
and 1967 and Change of Address

The Annual Returns of this Company (Company
Form 63) made up to 10.10.66 and 7.10.67 was
filed for registration on the 12th of this
month.

20

Kindly excuse me for the delay in filing
these returns.

There has been no change in the shareholders
- they are the same as in the 1965 returns. The
only change in the Directors has been the
resignation of Mr. E.G. Wickremanayake on
1.6.1966, as stated in Form 48 filed for
registration on 28.6.1966.

There has been no change in the Directors
from that date and if we have made a mistake
regarding this, in the annual returns, made up
to 7.10.67 kindly advise us so that we could
call over and correct it.

30

We also filed for registration Company
form No. 36 regarding change of Registered
Office address. Please excuse us for the few
weeks delay in filing this form.

Yours faithfully,
STEEL PRODUCTS LIMITED.

Sgd:.....

40

Director

EXHIBIT XI

AFFIDAVIT OF INSPECTOR OF
POLICE, L.S. SALVADOR

Exhibits

XI

Affidavit of
Inspector of
Police, L.S.
Salvador

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

IN THE MATTER of a Rule under Section 47
of the Courts Ordinance (Chapter
6) against Rajah Ratnagopal
of 65A Chester Square, London,
S.W.1, England and presently
of No. 7, Queen's Avenue,
Colombo 7.

15th March
1968

10

No. APN/GEN/2/68.

Rajah Ratnagopal of No. 7,
Queen's Avenue, Colombo.

Respondent

I, LANCELOT SHELTON SALVADOR of Colombo,
being a Christian do hereby make oath and say
as follows:-

20

1. I am an Inspector of Police attached to
the Criminal Investigation Department and
Officer-in-Charge of the Aliens Branch.
2. I have perused the registers in which the
dates of arrival and departure of all
passengers by sea and air are entered.
3. I set down below the following entries
relating to Mr. R.J. Ratnagopal, a United
Kingdom national, extracted from the said
registers.

30

<u>Date of arrival</u>	<u>Passport No.</u>	<u>Date of Departure</u>
5.2.62	16498	11.7.62
9.10.62	16498	13.12.62
8.2.63	46885	5.5.63
28.7.63	46885	18.9.63
22.10.63	46885	6.11.63
17.1.64	46885	16.2.64
20.4.64	324954	3.11.64
28.11.64	324954	2.2.65
6.2.65	324954	24.2.65

<u>Exhibits</u>	<u>Date of arrival</u>	<u>Passport No.</u>	<u>Date of Departure</u>
X1	15.3.65	324954	9.4.65
Affidavit of Inspector of Police, L.S. Salvador	21.1.66	324954	
	27.7.66	324954	8.10.66
	4.2.67	324954	21.3.67
	25.3.67	324954	14.6.67
	17.6.67	324954	6.7.67
15th March 1968	26.12.67	369310	

(continued)

Read over, signed and
sworn to at Colombo,
on this 15th day
of March 1968

Sgd:

10

BEFORE ME

Sgd:

JUSTICE OF THE PEACE

X5

Affidavit of
E.G.
Wikramanayake
March 1968

EXHIBIT X 5

AFFIDAVIT OF E.G. WIKRAMANAYAKE

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

IN THE MATTER of a Rule under Section 47 of the
Courts Ordinance (Chapter 6)
against Rajah Ratnagopal of 65A
Chester Square, London S.W.1.
England and presently of No. 7,
Queen's Avenue, Colombo 7.

20

No. APN/GEN/2/68

Rajah Ratnagopal of No. 7,
Queen's Avenue, Colombo.

Respondent

I, Emil Guy Wikramanayake, Queen's Counsel
of No. 39, Dickmans Road, Colombo 5, being a
Christian, do hereby make oath and say as
follows:-

30

1. I have been appointed Commissioner by His
Excellency, the Governor-General under the
provisions of Section 2 of the Commissions of
Inquiry Act to inquire into the report on the
matters set out in the warrant published in the

Ceylon Government Gazette (Extraordinary)
dated 22nd October, 1965.

Exhibits

X5

Affidavit of
E.G.
Wikramanayake
March 1968
(continued)

- 10 2. I deny that there is any matter, contract, tender or allegation relating to such contract or tender, falling within the terms of reference of the said Commission, which I am called upon to inquire into and report in which I have any pecuniary or other interest either personally or through a company of which I am Chairman of the Board of Directors, Director or shareholder or in relation to which there is a conflict of interest, through competition in business or otherwise, between the Equipment and Construction Company Ltd. and its foreign principals on the one hand and any of the companies mentioned in sub-paragraph (g) of the affidavit of the Respondent above named.
- 20 3. I have read the averments contained in sub-paragraphs (g), (h), (j) and (k) of paragraph 6 of the affidavit of the respondent above named and reaffirm the correctness of the observations made by me with reference to the affidavits presented to me by the Respondent on the 8th January, 1968 and by his wife on the 1st February 1968, appearing in the record of the proceedings of the Commission.
- 30 4. I deny that the companies named in paragraph (g) of the Respondent's affidavit have during the period 1st June 1957 and 31st July 1965 been interested in or been tenderers for or acted as agents or representatives for Government Contracts in competition with the Equipment and Construction Company Ltd.
- 40 5. I deny the averments contained in paragraph (h) of the Respondent's affidavit and state that I have not been associated with any of the transactions mentioned therein or in paragraph (k).
6. I have not demanded the production of any books or documents of the Equipment and Construction Company Ltd.

Exhibits

X5

Affidavit of
E.G.
Wikramanayake

March 1968
(continued)

other than those relating to the Kandy Water
Supply Contract and have not given the
Respondent any ground to suppose that I am
desirous of ascertaining the future business
and sales programmes of the Equipment and
Construction Company Ltd.

Signed and Sworn to by
the deponent Emil Guy
Wikramanayake at Colombo
on this 23rd day of
March 1968.

}
Sgd:
E.G. Wikramanayake

BEFORE ME,
sgd: Illegibly
JUSTICE OF THE PEACE

O N A P P E A L
FROM THE SUPREME COURT OF CEYLON

IN THE MATTER of a Rule under Section 47 of the
Courts Ordinance (Chapter 6)

RAJAH RATNAGOPAL

Appellant

R E C O R D O F P R O C E E D I N G S

T.L. WILSON & CO.,
6, Westminster Palace Gardens,
London, S.W.1.

Solicitors for the Appellant

HATCHETT JONES & CO.,
90, Fenchurch Street,
London, E.C.3.

Solicitors for the
Attorney General of Ceylon