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Sri Lanka’s evolution as a safe seat for international arbitration

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Sri Lanka's evolution as a safe seat for international arbitration

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Summary

IN SUMMARY

This article explores the recognition of the principle of minimal judicial interference in arbitration and a paradigm shift in favour of upholding agreements to arbitrate in Sri Lanka.

DISCUSSION POINTS

- Judicial approach that initially favoured litigation over arbitration
- Curial interference in arbitral proceedings
- Recognition and enforcement of arbitral awards
- Courts change their approach to give effect to parties' intention to arbitrate
- Judicial interpretation of the provisions of Sri Lanka's arbitration law

REFERENCED IN THIS ARTICLE

- Arbitration Act No. 11 of 1995
- Convention on the Recognition and Enforcement of Foreign Arbitral Awards
- Model Law on International Commercial Arbitration
- *Board of Control for Cricket in Sri Lanka v WSG Nimbus Pte Ltd*
- *Oberoi Hotels (Pvt) Ltd v Asian Hotels Corporation Ltd*
- *Mahawaduge Priyanga Lakshitha Prasad Perera v China National Technical Imports & Export Corporation*
- *Lanka Orix Leasing Company Limited v Weeratunge Arachchige T/A Weeratunge Textile and Others*
- *Elgitread Lanka (Private) Limited v Bino Tyres (Private) Limited*
- *Light Weight Body Armour Ltd v Sri Lanka Army*
- *Sri Lanka Ports Authority v Sathsindu Forwarding & Security (Pvt) Limited and another*

Pursuant to Sri Lanka becoming a party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 10 June 1958,[1] the Arbitration Act No. 11 of 1995 (the Arbitration Act) incorporated into law provisions for the conduct of arbitral proceedings commenced in Sri Lanka, and for the recognition and enforcement of foreign and domestic arbitral awards. The Arbitration Act, which was partly influenced by the Draft Swedish Arbitration Act of 1994,[2] was the first arbitration statute in South Asia to be based on the United Nations Commission on International Trade Law Model Law on International Commercial Arbitration.[3] It repealed Arbitration Ordinance No. 15 of 1856 as well as the provisions of the Civil Procedure Code, which, until then, constituted statutory arbitral law in Sri Lanka.

Although arbitration has been expressly provided for by statute since the 19th century, Sri Lankan courts have at times adopted a suspicious, if not hawkish, attitude towards arbitration. This article analyses the interventionist approach taken by Sri Lankan

courts on matters relating to arbitration proceedings and thereafter explores the more arbitration-friendly approach that has begun to gradually become apparent in judicial decisions in recent years, including path-breaking judgments recognising and giving effect to the principle of minimal judicial intervention.

SRI LANKAN COURTS' EARLY INTERVENTIONIST APPROACH

The judicial approach that appeared to prefer litigation over arbitration, shortly following the Arbitration Act becoming operative, can be seen in two early cases. The first was an action filed in 2001 at the High Court of Sri Lanka in ***Board of Control for Cricket in Sri Lanka v WSG Nimbus Pte Ltd***.[4] The plaintiff's relief included damages for alleged breaches of a master rights agreement by the defendant and the plaintiff (a Singaporean company) obtained ex parte interim relief against the defendant. Clause 19 of the master rights agreement (the Agreement) included the provision that any dispute over a term or otherwise relating to the Agreement should be resolved through good-faith negotiations by parties and, in the event of a failure to do so after 14 days, either party 'may elect to submit such matter to arbitration in Singapore' in accordance with the Singapore International Arbitration Centre (SIAC) Rules of Arbitration. The clause further provided for any arbitration to be referred to three arbitrators, one arbitrator being appointed by each party and the remaining arbitrator being appointed by the chair of the SIAC, and that the arbitration must be conducted in English.

The defendant duly objected to the Court exercising jurisdiction in respect of the dispute by invoking section 5 of the Arbitration Act, which provides:

> Where a party to an arbitration agreement institutes proceedings in a court against another party to such agreement in respect of a matter agreed to be submitted for arbitration under such agreement the Court shall have no jurisdiction to hear and determine such matter if the other party objects to the court exercising jurisdiction in respect of such matter.

The contention of the plaintiff was that the words 'may elect' in clause 19 of the Agreement allowed the parties the discretion to elect to submit their respective disputes either to arbitration or to court and there was no reason to give the word 'may' a mandatory meaning. It was further contended that section 5 of the Arbitration Act applied only when there was a compulsory arbitration clause and that, as the plaintiff had elected to litigate when it commenced the action in court, clause 19 of the Agreement was not an 'arbitration agreement' within the meaning of the Arbitration Act.

Notwithstanding the total ouster of the court's original jurisdiction pursuant to an objection made under section 5 of the Arbitration Act and the clear legislative policy underpinning the Arbitration Act in favour of arbitration, the Court nevertheless assumed jurisdiction, upholding the contention of the plaintiff. The Court interpreted clause 19 of the Agreement as permitting parties to choose to refer disputes either to litigation or to arbitration. Accordingly, the Court found that the Agreement was not an 'arbitration agreement' within the meaning of section 5 of the Arbitration Act and that, consequently, the Court had jurisdiction over the defendants and over the subject matter of the action. An application for leave to appeal by the defendants to the Supreme Court was refused on 11 January 2002.

It is difficult to see why clause 19, when construed in its entirety and in light of the parties' intention to resolve their disputes through arbitration, was not mandatory. Indeed, in parallel proceedings commenced by the defendant in Singapore,[5] the High Court of Singapore took the opposing view and observed that the Sri Lankan courts had taken the word 'may' in

clause 19 of the Agreement out of context, in arriving at the conclusion that there was no compulsory arbitration clause. The High Court of Singapore considered clause 19 in its entirety to determine the intention of parties and concluded that it related directly to arbitration as parties were first required to resolve a dispute through negotiation, failing which either party had a right to elect to submit the dispute to arbitration and, upon such an election, both parties were bound to arbitration in Singapore under the SIAC Rules of Arbitration. While the Sri Lankan courts of first instance and appeal considered the election to be between arbitration or litigation, the Singapore Court considered that the specific details of the clause evinced a formulated intention in favour of arbitral procedure. The High Court of Singapore adopted a more holistic approach to interpreting the words 'may elect' and held that, while there was no compulsion to arbitrate until an election was made, once a party had made such an election, arbitration was the mandatory method of dispute resolution – an approach that was later followed by the Privy Council in ***Anzen Limited and others v Hermes One Ltd***.[6]

The second case that highlights the interventionist approach taken by the courts in respect of matters relating to a contract subject to an arbitration clause is ***Oberoi Hotels (Pvt) Ltd v Asian Hotels Corporation Ltd***.[7] In this case, the Supreme Court famously set aside an award of a tribunal comprising Lord Mustill (chair), Sir Michael Kerr and John Beveridge QC. The disputes in this matter arose out of a technical assistance and operating agreement as well as several supplementary agreements and amendments thereto. The Supreme Court, at appeal, had to determine whether certain issues concerning an alleged breakdown of the relationship of the parties, which were raised after the commencement of arbitral proceedings, came within the scope of the submission to arbitration. An interim award by the tribunal partially dealt with the impact of such issues. The High Court had set aside the part of the interim award that declared that the purported termination of the contract was wrongful and, therefore, still subsisting between the parties. At appeal, the Supreme Court opined that the arbitrability of a dispute depended on two factors, the first being the existence of an arbitration agreement, and the second being a dispute that the parties had agreed to submit to arbitration under such an arbitration agreement and that an arbitral tribunal derives jurisdiction solely from submission to arbitration by the parties.

Accordingly, the Supreme Court held that, since the subsistence of the Agreement was not a matter adverted to in the reference to arbitration, the tribunal had acted beyond the scope of the submission to arbitration. Therefore, the decision of the High Court was upheld in favour of the respondent.

The reasoning of both the High Court and the Supreme Court in this case was based on an insular analysis of the Arbitration Act and did not take into account the more favourable judicial approach of considering that, where parties to a commercial contract have incorporated arbitration as the preferred option for dispute resolution, the court could infer that the intention of the parties was for all disputes in relation to such a contract would be settled by arbitration. Notably, both courts overlooked the express provisions of section 15(4) of the Arbitration Act, which provides:

> Parties may, introduce new prayers for relief provided that such prayers for relief fall within the scope of the arbitration agreement and it is not inappropriate to accept them having regard to the point of time at which they are introduced and to other circumstances. During the course of such proceedings, either party may, on like conditions, amend or supplement prayer

> for relief introduced earlier and rely on new circumstances in support of their respective cases.

The strictly technical finding that issues in a dispute that do not arise on the date of submission to arbitration are not arbitrable may, in certain instances, cause delays to the dispute resolution process and risk leading to irreconcilable outcomes by requiring parties to initiate several submissions to arbitration in respect of each issue arising from a single continuing dispute under the same contract. This finding may further necessitate a multiplicity of suits, although the entire dispute and all its adjuvant issues could have been decided in a single arbitral proceeding. The reasoning of the Supreme Court was therefore clearly out of step with the provisions of the applicable procedural law as well as widely accepted practice in international arbitration.

While the above two cases are illustrative of a judicial approach that largely interpreted arbitration agreements through the analytical lens of commercial litigation and all its ancillary technicalities, more recent matters point towards a nascent pattern of courts adopting a minimalist approach to intervention in matters relating to arbitral proceedings.

MOVING TOWARDS MINIMAL CURIAL INTERVENTION

A noteworthy example of the gradual transformation of the judiciary's attitude towards minimal curial intervention is the path-breaking judgment of the High Court in ***Mahawaduge Priyanga Lakshitha Prasad Perera v China National Technical Imports & Export***,[8] which was decided on 5 June 2017. The issue in this case was whether the Court, in the exercise of its supervisory jurisdiction, had the power to make a determination on a tribunal's jurisdiction once the tribunal had already ruled on the question of its jurisdiction. On the facts, the tribunal had been invited by the respondent to make a ruling on its jurisdiction and determined that it had no jurisdiction on account of its finding that there was no valid arbitration agreement between parties. Aggrieved by that decision, the plaintiff made an application to court under section 11 of the Arbitration Act to set aside the ruling of the tribunal, to determine that there was a valid and binding arbitration agreement between parties, and that the tribunal had jurisdiction over the dispute accordingly. Section 11(1) of the Arbitration Act provides that:

> an Arbitral tribunal may rule on its jurisdiction including any question, with respect to the existence or validity of the arbitration agreement or as to whether such agreement is contrary to public policy or is incapable of being performed; but any party to the arbitral proceedings may apply to the High Court for a determination of any such question.

Section 11(2) further provides that, where an application has been made to the High Court under section 11(1), the arbitral tribunal may continue the arbitral proceedings pending the determination of the question by the High Court.

It was held that, once the tribunal had been invited by the parties to rule on its jurisdiction, the High Court had no power to decide on the question of the tribunal's jurisdiction under section 11 of the Arbitration Act. The Court determined that the true nature of section 11 was to confer on parties two alternative options; namely, to invite the tribunal to decide its jurisdiction as a preliminary question or to apply to court for a determination of the question, including the question of the validity of the arbitration agreement. However, it was held that the option of applying to court for a determination of the tribunal's jurisdiction was available only where parties had not already invited the tribunal to make such a

determination. Accordingly, the Court concluded that a positive ruling made by the tribunal as to its jurisdiction could be the subject of a challenge only after the making of an award in an application for setting aside the award under section 32(1)(a)(i) of the Arbitration Act and not at any time prior to that stage. It was further held that a tribunal's negative ruling as to its jurisdiction could not be the subject of any challenge at all, since the Arbitration Act makes no provision for such an eventuality. In particular, the Court followed the decision of the Singapore Court of Appeal in ***Asuransi Jasa Indonesia (Persero) v Dexia Bank SA***[9] that a decision of a tribunal that it did not have jurisdiction to decide a dispute could not be set aside, since it was not an order on the substance of the dispute.

What is striking about the court's reasoning in ***Mahawaduge Priyanga Lakshitha Prasad Perera v China National Technical Imports & Export*** is that its decision was premised on the principle that the courts had no power to interfere in the arbitral process, save where the assistance of the courts was expressly provided for in the Arbitration Act. In a radical break with the past, the court declared that:

> [56] The principle that the courts shall not interfere in arbitral proceedings, except where the assistance of the courts is . . . recognized is a fundamental theme underlying the Arbitration Act of Sri Lanka. The Act contemplates of only very few situations where the judicial intervention is required to assist the arbitral process.
>
> [57] As per the scheme envisaged by Parliament, the judicial interference for challenging any ruling of the arbitral tribunal is permissible only where it is expressly provided for in the Arbitration Act and is limited to the extent expressly provided.
>
> [58] While the assistance of the courts is necessary for the smooth functioning of the arbitration system in this country in the exercise of statutory powers to execute and enforce awards, the courts exercising limited supervisory powers should exercise such powers with caution. The principle of minimal judicial interference in the arbitral process is fundamentally important to the efficacy of the arbitral process so that the arbitral process does not get affected by judicial review of arbitral rulings unless it is statutorily permitted by the Arbitration Act.

In this way, the court was willing to infer the principle of minimal judicial intervention from the legislative scheme and as the mainstay of the Arbitration Act, even in the absence of any express provision to that effect. In doing so, the court provided a welcome affirmation of the principle of minimal judicial intervention in a way that shifts the paradigm away from a zealous interference in arbitral proceedings to favour supporting the arbitral process and, even then, only when expressly permitted by the Arbitration Act and strictly limited to the extent therein.

A similar approach is evident in the judgment of the Supreme Court in ***Lanka Orix Leasing Company Limited v Weeratunge Arachchige T/A Weeratunge Textile and Others***,[10] which was decided on 5 April 2019. In this case, the Supreme Court held that, absent an application to set aside an award within 60 days of the date of award, the High Court had no power to ***ex mero motu*** set aside an award on the grounds that it conflicts with public policy. The High Court made the following important observation in support of the principle of minimal judicial intervention:

> the resolution of disputes by arbitration is a result of parties to a contract deciding that any disputes between them arising out of the contract must be resolved by arbitral proceedings and by their choosing to be bound by an arbitral award entered in the course of such arbitral proceedings. In these circumstances, the power of the High Court to set aside an arbitral award is necessarily confined to the power vested in the High Court within the four corners of the Act. The High Court cannot go on a voyage of its own and purport to set aside an arbitral award other than in the exercise of the powers expressly conferred on the Court by the Act.

The principle that the court will not interfere with rulings and directions of a tribunal unless the Arbitration Act expressly authorises it to do so has been largely followed in recent court cases, including instances where courts have refused to set aside rulings of tribunals relating to challenges to arbitrators[11] and applications to stay arbitral proceedings.[12]

In addition to limiting their role in matters falling within the purview of arbitration, courts have also widely sought to give effect to arbitration agreements. In *Elgitread Lanka (Private) Limited v Bino Tyres (Private) Limited*,[13] which was decided on 27 October 2010, a dispute arising from a franchise agreement with an arbitration clause was referred to court. One of the issues before the High Court was whether the arbitration agreement was void and incapable of being effectuated, as the arbitration clause provided for any dispute to be referred for arbitration to 'the Sri Lanka Chamber of Commerce and Industry, Colombo' when there was no such entity in existence. The High Court found that the agreement to arbitrate could not be effectuated and was, therefore, void as there was no entity called the Sri Lanka Chamber of Commerce and Industry in Colombo and held that it had jurisdiction to hear the dispute between the parties accordingly.

The Supreme Court overturned the judgment of the High Court and held that the arbitration agreement was not frustrated by any physical impossibility of referring the dispute for arbitration when the intended arbitral forum was not in existence. The Supreme Court considered section 7 of the Arbitration Act, which includes provisions for an application to the High Court to take necessary measures towards the appointment of an arbitrator or arbitrators where parties were unable to reach an agreement under any agreed appointment procedure or where there was an absence of an agreed appointment procedure. It was observed that section 7 of the Arbitration Act contained 'specific and elaborate provisions', which enabled the Court to facilitate a process of constituting a tribunal and it was possible to resort to this provision to give effect to arbitral proceedings. The relevant portion of the judgment states:

> The Arbitration Act of 1995 contains elaborate provisions to deal with myriads of difficulties that could arise in constituting the arbitral tribunal . . . in Sri Lanka specific and elaborate provisions in this regard are found in the Section 7 . . . Resort to such legislative provisions will certainly prevent arbitration proceedings from being frustrated by the lack of an effective mechanism to set up the tribunal, and in the face of such elaborate legal provisions, it is not possible to sustain the argument that the agreement to arbitrate was frustrated by physical impossibility.[14]
>
> . . .

> While it is axiomatic that in interpreting the provisions of the Arbitration Act . . . the Court has to lean in favour of giving effect to the arbitration clause contained in Clause 14 of the Franchise Agreement despite its erroneous assumption that the institution named in the clause existed and was capable of functioning as an arbitration center or facilitator of arbitration.[15]

Through evidence from this judgment, the Supreme Court provided leeway for courts to utilise the provisions of the Arbitration Act in interpreting agreements to arbitrate in a manner that upholds the intention of parties to refer their disputes to arbitration, regardless of any erroneous wording contained in these agreements.

In *Light Weight Body Armour Ltd v Sri Lanka Army*,[16] the Supreme Court overturned a judgment of the High Court that set aside an arbitral award on the basis of its finding that the tribunal had arrived at an incorrect decision on the merits and that the award was against public policy. The action filed in the High Court was based on an undesirable (though gradually receding) practice in Sri Lanka where litigants attempt to set aside arbitral awards on spurious grounds, including the expansive invocation of the doctrine of public policy, and further attempt to convince the court to look into the merits of an award.

In respect of the latter, a decisive declaration was made by the Supreme Court as follows:

> the Arbitral Award is not open to challenge on the ground that the arbitral tribunal has reached a wrong or erroneous conclusion . . . or has failed to appreciate or conclude on the findings. The parties have constituted the tribunal as the sole and final judge on the facts concerning their dispute and bind themselves as a rule to accept the arbitral award as final and conclusive. The arbitral tribunal is the sole judge of the quality as well as the quantity of evidence as it is not open for the court to take upon itself the task of being a judge of the evidence before the tribunal. It is not open to the court, in terms of the arbitration act to probe the mental process of the decision contained in the award and to even speculate or query the reasoning that impelled the decision.[17]

While it is an axiomatic principle of commercial arbitration in many jurisdictions that the merits of an arbitral award cannot be considered by the court, the acknowledgement of this principle by the Supreme Court, which is the apex court of appeal in Sri Lanka, effectively bars any merits-based judicial review of the findings of a tribunal and, to a large extent, prevents unscrupulous litigants from employing dilatory arguments to the contrary.

In dealing with the question of whether the award could be set aside on the alleged basis that it was contrary to public policy, the Supreme Court employed a constricted definition of public policy that included 'instances such as corruption, bribery and fraud and similar serious cases',[18] a tacit averment that arbitral awards would not be set aside for minor matters that could be interpreted as contravening public policy. The Supreme Court further cautioned against the 'very legitimate concern' of the doctrine of public policy being used by an unsuccessful party to set aside an award to avoid or delay the enforcement of the award.[19]

RECENT DEVELOPMENTS

In light of the above cases and the prevalent attitude of the judiciary to circumscribe its powers to the ambit of the Arbitration Act and also to encourage the referral of disputes

to arbitration, the development of arbitral jurisprudence in Sri Lanka is promising. While there is certainly more scope for progressive interpretation of principles of international commercial arbitration, the readily apparent openness of the Sri Lankan courts to consider these concepts and to interpret the Arbitration Act purposively indicates a light at the end of the tunnel for arbitration in Sri Lanka.

However, this path to progress is not without obstacles. For example, in ***Sri Lanka Ports Authority v Sathsindu Forwarding & Security (Pvt) Limited and another***,[20] the Supreme Court set aside an award on the grounds that it dealt with a dispute not contemplated by and not falling within the terms of the submission to arbitration, and contained decisions on matters beyond the scope of the submission to arbitration, under section 32(1)(a)(iii) of the Arbitration Act. The basis of the Supreme Court's reasoning seemed to be that the claimant had sought to introduce new arguments and new relief in its post-hearing brief. The Supreme Court further reasoned that these points were not properly placed before the tribunal in the claimant's pleadings or, indeed, in the issues framed by the tribunal for determination in the case. In essence, the Court followed the strict analysis that it adopted in ***Oberoi Hotels (Pvt) Ltd v Asian Hotels Corporation Ltd***[21] on when an award can be said to have considered matters beyond the scope of reference to arbitration.

What is perhaps noteworthy about this decision was the dissent by His Lordship Justice E A G R Amarasekara. He disagreed with the majority view that the award dealt with issues falling beyond the scope of submission to arbitration, as follows:

> In my view, a Court can always grant a lesser relief by giving reasons if it falls within the main relief prayed for (Allis Vs Senevirathne (1989) 2 SLR 335, Attanayake V Ramyawathie (2003) 1 S L R 401 at 409). However, it cannot exceed what has prayed for in giving relief. I do think that it should be the same in arbitration proceedings. On the other hand, the Arbitral Tribunal had the plenary jurisdiction with regard to the disputes arising from the agreement if they are referred to it. It is the Appellant who invited to see whether the claim is excessive or whether the claimants are entitled to payment in terms of the agreement. The Appellant should not be allowed to challenge the award before a forum which exercises supervisory jurisdiction when the tribunal found that a certain amount has to be reduced or the full payment of balance is not due owing to a clause in the agreement when it granted relief when the Appellant itself raised issues whether the claim was excessive or whether the claimants are entitled in terms of the agreement.

In doing so, he also reaffirmed the principle that a setting-aside application cannot be used by parties to overturn the award on its merits:

> However, it is my view that in an application made in terms of section 32 of the Arbitration Act, the applicant must produce before the High Court proof to establish his application and the scope of the court to set aside the award is limited to the grounds highlighted by the section itself. Thus, the High Court has no jurisdiction to decide on the facts relating to the dispute, other than what is necessary to decide the existence of any ground / grounds for setting aside the award mentioned in the section itself. Thus, in my view, this court sitting in appeal over the decision of the High Court is also circumscribed in deciding on facts other than what is necessary to decide the existence of any ground / grounds for setting aside the award mentioned in the said section itself.

Therefore, as some of the long shadows cast by decisions handed down during the bygone interventionist era seem to be re-emerging, they have given rise to a healthy discourse on the true parameters of court intervention in arbitration. With growing emphasis on the need to attract foreign direct investment to secure Sri Lanka's economic future, it is hoped that these debates would be ultimately resolved in line with international best practice adopted by comparable common law jurisdictions.

Adding to this trend, in early 2022, the Sri Lankan Ministry of Justice announced its plans to introduce a new arbitration act. According to the Ministry of Justice, the proposed act has been drafted in keeping with international best practice, while keeping in mind the arbitration legislation of Singapore, England, Hong Kong and Malaysia. The proposed act also incorporates the 2006 amendments to the United Nations Commission on International Trade Law Model Law on International Commercial Arbitration. While this is a welcome step in modernising Sri Lanka's legal framework for international arbitration, it remains to be seen whether the introduction of the proposed act, together with the evolving pro-arbitration attitude of the judiciary, will help Sri Lanka to realise its true potential as a key trade and investment hub within South Asia and the wider region.

Endnotes

1 Signed on 30 December 1958 and ratified on 9 April 1962. ^ Back to section

2 For the text and accompanying commentary to the Draft Swedish Arbitration Act of 1994, see 'The Draft Swedish Arbitration Act: the 'Presentation' of June 1994' [1994] 10 *Arbitration International* 4, 407. ^ Back to section

3 Edited by K Kanag-Isvaran, President's Counsel, and S S Wijeratne, Arbitration Law in Sri Lanka, published by the Institute for the Development of Commercial Law and Practice (Colombo), 2006 edition, page 5. ^ Back to section

4 High Court (Civil) Case No. 246 (2001) (1). ^ Back to section

5 *WSG Nimbus Pte Ltd v Board of Control for Cricket in Sri Lanka* [2002] SGHC 104. ^ Back to section

6 [2016] UKPC at p. 23. ^ Back to section

7 Supreme Court Leave to Appeal No. 28/2000 [High Court Arbitration No. 290/99] 2002 Bar Association Law Reports. ^ Back to section

8 High Court (Arbitration) Case No. 210/2014. ^ Back to section

9 (2007) 1 Singapore Law Reports (R) 597. ^ Back to section

10 Supreme Court Law Reports, 2019. ^ Back to section

11 High Court (Arbitration) Case No. 91/2018 decided on 30 November 2018. ^ Back to section

12 High Court (Arbitration) Case No. 156/2020 decided on 30 November 2020. Back to section

13 Supreme Court Law Reports, 2010. Back to section

14 Page 7. Back to section

15 Page 9. Back to section

16 2007 (1) Sri Lanka Law Reports 411. Back to section

17 Page 420. Back to section

18 Page 419. Back to section

19 Pages 419–420. Back to section

20 Supreme Court Appeal No. 119/2017 (with Supreme Court Appeal No. 120/2017) Back to section

21 Supreme Court Leave to Appeal No. 28/2000 [High Court Arbitration No. 290/99] 2002 Bar Association Law Reports. Back to section

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