

**IN THE DISTRICT COURT OF COLOMBO**

Nihal Sri Ameresekere  
of 167/4, Sri Vipulasena Mawatha,  
Colombo 10.

**PLAINTIFF.**

Case No. 21819/MR

- Vs. -

1. Gamini Lakshman Peiris  
of "Visumpaya", Staples Street,  
Colombo 02. And also of  
37, Kirula Place,  
Colombo 05.
2. Hotel Developers (Lanka) Ltd.,  
C/o. Colombo Hilton Sports Complex  
Echelon Square,  
Lotus Road,  
Colombo 01.

**DEFENDANTS**

On this 22<sup>nd</sup> day of January, 1999.

The **Answer** of the Ist Defendant abovenamed appearing by James Henry Paul Ratnayeke, Uswattaliyanage Sudath Nilupul Prasansa Perera and Punyakanthi Navaratne, Attorneys-at-Law of the Honourable Supreme Court of the Democratic Socialist Republic of Sri Lanka, carrying on business in Partnership under the name, style and firm of **PAUL RATNAYEKE ASSOCIATES** and their assistants Shalindri Jayasinghe, Indralogini Rajagopalan, Chandrani Sooriyaarachchi, Ruchira Anthony, Amali Alawwa, Sureni Wirasinha, Iresha Fernando, Gayathri Fernando and Charmalee Weerasekera his Attorneys-at-Law state as follows:-

1. The 1<sup>st</sup> Defendant denies all and singular the averments contained in the Plaint save and except those which are expressly admitted to herein.
2. The 1<sup>st</sup> Defendant pleads that the Plaint has been accepted per incuriam and/or the Plaint be rejected and/or the action dismissed, in that, inter alia-
  - (a) the Plaintiff's claim and/or cause of action is prescribed on the face of the Plaint;
  - (b) the Plaint does not disclose a cause of action against the 1<sup>st</sup> Defendant in that inter alia the averments set out in the Plaint does not disclose a derivative action.
  - (c) on the face of the Plaint the purported cause of action is against the 1<sup>st</sup> Defendant in his official capacity.

3. In the circumstances the 1<sup>st</sup> Defendant pleads that the Plaintiff must be rejected and/or action dismissed.
4. The 1<sup>st</sup> Defendant answers hereinafter without prejudice to the aforesaid.
5. Answering paragraph 1 of the Plaintiff the 1<sup>st</sup> Defendant admits his residence and the registered office of the 2<sup>nd</sup> Defendant but denies the other averments therein contained.
6. Answering paragraph 2 of the Plaintiff the 1<sup>st</sup> Defendant admits paragraph 2(iii) of the Plaintiff and is unaware of the averments contained in paragraph 2(i) of the Plaintiff and thus denies the same.
7. Answering paragraph 2(ii) of the Plaintiff the 1<sup>st</sup> Defendant states that the Plaintiff was an Advisor to the Ministry of Finance but denies the other averments therein contained.
8. Answering paragraph 3 of the Plaintiff.
  - (i) the 1<sup>st</sup> Defendant admits the averment contained in paragraph 3(i) of the Plaintiff and 3(iii) of the Plaintiff.
  - (ii) Answering paragraph 3(ii) of the Plaintiff the 1<sup>st</sup> Defendant admits that he was Vice Chairman, Janasaviya Trust Fund, Member, Presidential Youth Commission, Law Commission, Securities and Exchange Commission and National Education Commission at the time when the United National Party formed the government of this country. The 1<sup>st</sup> Defendant denies the other averments therein contained.
9.
  - (i) Answering paragraph 4 of the Plaintiff the 1<sup>st</sup> Defendant admits that the 2<sup>nd</sup> Defendant Company is a public company duly incorporated and listed in the Colombo Stock Exchange which owns the building upon which the hotel known as "Colombo Hilton" is run.
  - (ii) The 1<sup>st</sup> Defendant is unaware of the share capital of the 2<sup>nd</sup> Defendant Company but is aware that the Government of Sri Lanka owns a majority of the shares.
10.
  - (i) The 1<sup>st</sup> Defendant is unaware of the averments contained in paragraph 4(c) of the Plaintiff and thus denies the same.
  - (ii) Answering paragraph 4(d) of the Plaintiff the 1<sup>st</sup> Defendant states that the 1<sup>st</sup> Defendant is aware that the Government of Sri Lanka has signed an agreement securing repayment of monies by the 2<sup>nd</sup> Defendant company.
11. Answering paragraph 7 and 8 of the Plaintiff the 1<sup>st</sup> Defendant states that consequent inter alia upon representation made by the Plaintiff a settlement was agreed upon and this Defendant had at a press conference announced this settlement.
12. Subject to the aforesaid and subject to what is stated in the Hansard the 1<sup>st</sup> Defendant denies the averments contained in paragraphs 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 of the Plaintiff.
13. The 1<sup>st</sup> Defendant is unaware of the averments contained in paragraphs 21 and 22 of the Plaintiff and thus denies the same.

**PAUL RATNAYEKE ASSOCIATES**

ATTORNEYS-AT-LAW

14. <sup>COLOMBO</sup>

Answering paragraph 23 of the Plaintiff the 1<sup>st</sup> Defendant states that the 1<sup>st</sup> Defendant is aware that D.Y. Liyanage functions as the Chairman of the 2<sup>nd</sup> Defendant Company.

15. Subject to the aforesaid the 1<sup>st</sup> Defendant denies the averments contained in paragraphs 25 to 31 of the Plaintiff.

**WHEREFORE** 1<sup>st</sup> Defendant prays:

- (a) that the Plaintiff be rejected and/or the Plaintiff's action be dismissed;
- (b) for costs; and,
- (c) for such other and further relief as to this Court shall seem meet.

*Paul Ratnayeka Associates*

**REGISTERED ATTORNEYS-AT-LAW  
FOR THE 1<sup>ST</sup> DEFENDANT.**

**Settled by**

Harsha Amarasekera  
Attorney-at-Law

Romesh de Silva  
President's Counsel