SOUTHERN TRANSPORT DEVELOPMENT PROJECT
SRI LANKA

ADB LOAN 1711 (SF) SRI

REPORT
of the
Conflict Management Consultant
Contract No ADM/04-716 RSC No C40906

COMPLAINTS
Relating to the Southern Transport Development Project
brought by the
Joint Organisation of the Affected Communities
on Colombo-Matara Highway

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SOUTHERN TRANSPORT DEVELOPMENT PROJECT
SRI LANKA
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Facilitation / Conflict Management of
COMPLAINTS

Relating to the Southern Transport Development Project
brought by the
Joint Organisation of the Affected Communities
on Colombo-Matara Highway

The Parties

- Ministry of Highways of Sri Lanka (MoH)
- South Asia Regional Department of the Asian Development Bank (SARD)
  and the Complainants:
  - Joint Organisation of the Affected Communities on Colombo-Matara Highway
    (JOAC), made up principally of:
      o Unified Society for the Protection of Akmeemana
        (USPA - Southern section)
      o Gama Surakeema Sanvidhaniya from Bandaragama
        (GSS – Northern section)

Introduction

On 04 November 2004 I, Gwyn Peredur Owen, was contacted by the Office of the Special Project Facilitator (OSPF) at the Asian Development Bank (ADB) to assess my availability, as a conflict management expert, to undertake the role of a mediator / facilitator in a dispute or conflict between the Parties.

On or about 24 November 2004 I entered into a contract with the ADB to undertake the required services for a period noted as 15 November to 15 December 2004. This period was extended by my Terms of Reference to end on 15 January 2005. The procedure actually came to a close on or around 23 January 2005. The OSPF confirmed the closure on 01 February 2005.

This report is published as a requirement of my Terms of Reference in order that the lessons learnt during the procedure may be examined by OSPF and to include recommendations on how to improve the management of similar complaints in the future.

This report does not breach or infringe the confidentiality of the procedure undertaken and privileged documents, notes and discussions remain confidential.

This report does not attempt to discuss nor enter into the adjudication of the merits of the conflict or dispute or issues between the Parties. The detailed nature of the conflict is well
documented elsewhere and has been discussed at length between the Parties in other forums. The object of this report is to record the procedure undertaken during this particular mediation and facilitation procedure and to establish parameters or recommendations for further consideration by OSPF for use in future similar proceedings.

**Background**

A number of years ago the Government of Sri Lanka decided to construct a 128km long Expressway from the city of Colombo to Matara in the southern region of the country. The project itself is one of national importance and benefit. This complaint concerns the proposed route of the Expressway, which the Complainants state adversely affects their lands.

The construction of the expressway is co-financed by the Asian Development Bank (ADB), the Japan Bank for International Cooperation (JBIC), and the Government of Sri Lanka (GOSL). The Road Development Authority (RDA) of the MoH is the executing agency for the Project. At the time of writing this report the Project was under construction along most of the approximately 61 km length in the ADB financed section.

The Original Trace (OT), or alignment, of the expressway was initially investigated and designed during the period 1991 to 1996 and subsequently various feasibility, environmental and social studies were undertaken. During November 1999 a loan proposal was submitted to the Directors of the ADB for approval which they subsequently approved.

Since the approval by ADB of the Loan in November 1999, the Project has received considerable support from most communities located along its route but has been the subject of complaints from some. Complaints have been made in relation to the level of compliance by GOSL with existing laws of Sri Lanka and against ADB with regard to its alleged non compliance with internal operational policies and procedures.

In the case of ADB, the complaints were raised twice to the level of the Board Inspection Committee (BIC) in 2002. Both were denied because the Committee concluded that there was insufficient basis to recommend that an inspection of the project was warranted. The BIC however, required ADB’s management to use its best efforts to bring about a mediated resolution of the objectors’ concerns. In response, in 2002, ADB engaged a domestic NGO to undertake a mediation program with the 32 people who then remained opposed. The outcome of the process, which was completed around March 2003, was that 8 people accepted mediation and have since engaged in discussions with RDA regarding compensation and resettlement. The remaining 24 people did not accept the mediation approach, and together with some others (totaling 43) eventually appealed to the Courts of Sri Lanka.

In the case of GOSL, the complaints were elevated to the Supreme Court. The appellants claimed that the Project adversely affected their lands, that they had been denied the opportunity to be heard in relation to determination of the alignment of the Project before its adoption, that the Central Environment Agency (CEA) had not been informed of a change in alignment of the Project, and that a supplementary environmental impact assessment study should have been conducted for the change in alignment. The Supreme Court found that certain of the appellants’ legal rights had been infringed. However balancing the interests of the appellants with those of the community at large, the Supreme Court decided that the appropriate remedy was not to affect implementation of the Project, but to provide compensation for such infringement. Such compensation

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1 Supreme Court of Sri Lanka Judgement of J. Fernando 20 January 2004
was paid to the appellants' lawyers in May 2004.

Some Complainants belonging to JOAC presented a complaint to the ADB Office of the Special Project Facilitator (OSPF) during June 2004. The OSPF’s role is to facilitate solutions to problems and to initiate and guide the consultation process until such time as agreements are reached. The OSPF conducted a series of meetings, workshops and field visits with the Complainants and other interested parties aiming at establishing trust and confidence and the de-escalating of any conflict. A number of meetings were conducted also with SARD and MoH/RDA to collate results from the review and assessment and to work towards agreements on issues of high importance to the complainants.

A report relating to the proceedings of the Stakeholder Workshops concerning the Key Issues and Constraints was issued by the OSPF in August 2004. A further Review and Assessment Report was issued during September 2004. During October 2004 a further series of consultation meetings were held in Sri Lanka between the Parties and OSPF in a bid to facilitate confidence building and solution generation to the issues put forward by the Complainants. At that time a Course of Action was agreed between the Parties and as a consequence this mediation / facilitation procedure was established and my ToR was finalised and the process commenced.

Procedure

All mediation or facilitation procedures are confidential, voluntary and consensual. Central to the concept is the principle of good faith negotiation. Mediation allows the parties to achieve a win/win solution whilst focusing on the future. It enables the parties to participate in collaborative problem solving discussions and rebuilding relationships whilst acknowledging the feelings of other participants.

Solutions and agreements reached in mediation are founded on practical interest based solutions and not primarily bound to the legal rights and obligations of the parties. Due to the nature of the process all negotiations are considered to be made “without prejudice” and are legally privileged as they are deemed to be negotiations leading to settlement. In other words the detail of the discussions and any documents submitted or generated (other than a settlement agreement) may not be brought up as a claim or defence in any future litigation.

The procedure adopted for this case is known as the Facilitative Mediation Model. One of the principles of facilitative mediation is interest based negotiation in which the mediator helps the parties to understand the issues and interests of each of the parties and explore options to enhance their mutual interest. The mediator does not undertake an assessment of the merits of the dispute.

In order to undertake this task I initially familiarised myself with the extensive historical project data available and the various reports issued by OSPF which had been generated following lengthy discussions over a number of months, and in some cases years, with the Parties.

Prior to meeting with the Parties and in order to gain further in-depth background information relating to Affected Communities, I met with the following people:

- Dr Nireka Weeratunge, Anthropologist
- Chamindra Weerackody, Consultant Sociologist which included advice from

2 OSPF Review and Assessment Report September 2004
Dr Weeratunge was able to appraise me of the history of how the Affected Communities (AC) had handled and coped with the OSPF procedure in relation to the dispute up to that time. She was also able to give me advice on how to communicate with the AC. Communication primarily was to be on a trust basis and would involve the translation of all written documents and communications into Sinhala, the language used by most of the AC, which Dr Weeratunge was able to assist me with. Translation of discussions during working sessions and caucus groups were undertaken by simultaneous translation undertaken on my behalf by Mr Parakrama Dahanayake.

Mr Weerackody was able to give me advice relating to the psychological background of the AC in order for me to adequately prepare the format and content of my group discussion sessions.

I was given approval by OSPF to commence the procedure on 19 November 2004. OSPF confirmed to the Parties the initiation of the procedure on 18 November 2004 and provided me with a schedule of contact names and addresses of the Parties and their representatives. The contact details included Complainants from both the Akmeemana and Bandaragama regions.

I initially issued my Notice 01 to all parties on 19 November 2004 which included an overview of the process to be undertaken and a set of Procedural Rules. The Procedural Rules were issued in an attempt to focus the attention of the Parties to the immediate procedure and to the limited time frame in which it was to be undertaken. My Notice 01 and the Procedural Rules were issued in both the English and Sinhala languages.

The issued procedure required, amongst other things, that the Parties provide to me a short synopsis of the Statement of Case or disputes and issues which they perceived to exist. The synopsis was required to include a short history of how the disputes arose and under what basis the Parties considered that their position was justified.

I received responses as follows:

- ADB: 30 November 2004
- JOAC: 01 December 2004
- MoH: 02 December 2004

I travelled to Sri Lanka on 28 November 2004 and met with the Parties during the period 03 to 06 December 2004. The meetings were all held in Colombo as follows:

- ADB together with MoH: 03 December 2004
- ADB alone: 03 December 2004
- JOAC alone: 05 December 2004
  - Including 6 representatives of Bandaragama
  - Including 7 representatives of Akmeemana
  - JOAC were supported by Mr Hemantha Withanage, Environmental Scientist
- ADB alone: 06 December 2004
- ADB together with MoH: 06 December 2004

It is of significance to note that JOAC would not consent to an unconditional meeting with

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3 See Appendix 1
4 See Appendix 3, 4 & 5 for full text
the other Parties namely the ADB and MoH. The preconditions for the meeting related to the release of confidential documents by one of the parties outside the scope of this procedure. Both the ADB and MoH did however make themselves unconditionally available for a joint meeting with JOAC at any time during my stay in Sri Lanka. In anticipation of such a meeting I arranged private accommodation in Colombo and made suitable arrangements for such a joint meeting including private caucus rooms and overnight accommodation for an anticipated meeting late at night on 05 December 2004. However, ultimately due to the wishes of the JOAC the joint meeting did not take place.

I considered that at that time that all of the Parties and relevant Affected Communities were fully engaged in the procedure. By considering the Statement of Cases and by discussions during the meetings I was able to ascertain agreement form each Party in relation to the issues which they considered to be under dispute at that time. It is prudent to note that the perceived issues in dispute by each Party were not the same. It is also of interest to note that the perceived issues were not consistent with previously stated positions during OSPF brokered workshops. This situation is consistent and is in common within most mediated procedures.

On 06 December 2004 I issued a “Memorandum to all Parties” which outlined a basic Agreement which had been achieved at that time between the Parties in relation to the disputed issues. A number of points in the Memorandum were later questioned by the JOAC and further discussions were undertaken to overcome the questions raised. In the Memorandum a proposal for an alternative solution to one of the key issues was agreed to be considered. This involved the MoH undertaking further studies. The Parties had agreed to further discussions and my Memorandum confirmed that the next round of meetings were to be scheduled between 06 and 09 January 2005. Accordingly I made arrangements to travel to Colombo on 05 January 2005.

On 06 December 2004 JOAC confirmed receipt of the MoH Statement of Case by email and confirmed that it was forwarding the synopsis to Akmeemana.

There being no further meetings planned and due to the agreed tasks to be undertaken by the Parties during the following 2 or 3 weeks in preparation for the next round of discussions, I departed from Sri Lanka in the early morning of 07 December 2004.

On 15 December 2004 the MoH issued what it considered to be its definitive position regarding the proposed alternative solution. The issued statement was made in the form of a rejection of the proposed solution. Material evidence was submitted to support the MoH’s position. On 20 December 2004 the MoH confirmed that no new studies or changes to its originally stated position were to be undertaken.5

During the period 06 December 2004 and 15 January 2005 I received from JOAC a number of reports relating to Infringements of the Agreement which had been previously achieved by the Parties. I undertook the investigation of the reported Infringements and sought the response of the MoH to the allegations made. The results of my investigations were made available to the Parties.

Unfortunately on or around 26 December 2004 the region was hit by the results of a tsunami. The natural disaster manifested itself in the physical devastation of, amongst other regions, the area around southern Sri Lanka which was one of the areas involved in this procedure. I attempted to contact the Parties and was initially able to establish contact with ADB and JOAC. The JOAC confirmed the situation of both Akmeemana and Bandaragama and the ADB confirmed its physical situation. It is common knowledge that the Tsunami disaster was one of catastrophic proportions. Accordingly on 28 December

5 MoH Project Director emails dated 15/12 and 20/12/2004
2004 I suspended the proceedings pending the advice of the Parties.

During the following 3 weeks I continued to exchange communications from JOAC, but experienced difficulty in contacting the MoH. On 10 January 2005, considering the impending expiration date of the procedure I attempted to negotiate an extension to the time available to achieve a negotiated settlement. I received no response from ADB or from MoH.

On 18 January 2005 I confirmed to the Parties a lack of response to my recent requests regarding the future of the procedure and urged them to respond within 48 hours. On 19 January 2005 I received from the MoH a copy of its detailed response dated 06 January 2005 which was addressed to the ADB in Sri Lanka and a further detailed response from the ADB.

The ADB confirmed that if I considered that an opportunity existed for resuming the mediation process, then it would continue to be a willing participant. The MoH however confirmed that it considered itself compelled in law to proceed with its land acquisition programme.

During the period of this procedure I spoke to each of the Parties by telephone on numerous occasions and exchanged some 260 email messages with them. I am of the opinion that I had established sufficient information and knowledge of the positions of the Parties to enable me to issue to OSPF on 13 December 2004 a warning that in my opinion the process would imminently collapse and would not successfully conclude. This was followed by a further similar warning on 10 January 2005.

On 19 January 2005 I recommended to the OSPF that the procedure should be brought to an end. This recommendation was generated after the consideration of a number of issues and the fact that it appeared to me that the MoH had terminated its participation in the procedure. On 20 January 2005 the OSPF agreed with my interpretation of the situation and requested that I inform the Parties of my recommendation to terminate.

On 23 January 2005 I informed the Parties that the procedure in accordance with my ToR was terminated. I have continued to receive communications from the Parties since termination.

Procedural Requirements

The objectives of my consultancy were noted as:

- To help the three parties negotiate an agreement that better served their interests than the alternatives they have expressed in the course of action, and
- To discuss with OSPF alternative ways of handling the individual steps of the consultation process in future

In particular the Specific Tasks included inter alia:

- Re-assure that the three Parties were willing to fully participate in facilitated negotiations and agree to the timing
- Establish ground rules and re-assure common ground based on the course of action
- Clarify the three Parties’ expectations regarding the individual activities in the

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6 MoH Ref RDA/STPD/ADB 06/01/2005
7 See Facilitator’s ToR para. B.4
8 See Facilitator’s ToR para. D.(i)–(xx)
course of action
• Re-assure honest, good faith efforts of the three Parties for the implementation of the course of action
• Provide timely information to and closely cooperate with OSPF on the developments in the facilitation process

In order to undertake these tasks I established a set of Procedural Rules. The Rules were primarily for the benefit of the Parties and were designed to enable them to navigate the dispute resolution procedure in full knowledge of the system adopted.

The Rules specifically stated inter alia that:

• The Facilitator shall start the Dispute Resolution Facilitation process as soon as possible after his appointment and shall use his best endeavours to conclude the Facilitation as soon as possible and in any event within any time limit agreed between the Parties
• The Facilitator may consider and discuss such solutions to the dispute as he thinks appropriate or as suggested by any Party. He shall observe and maintain the confidentiality of particular information which he is given by any Party privately and may only disclose it with the express permission of that Party
• If in the opinion of the Facilitator the resolution of the dispute would be assisted by further investigation by any Party or by the Facilitator or by an interim agreement, including some action by any Party, then the Facilitator may with the agreement of the Parties give instructions and adjourn the proceedings as may be appropriate
• The Facilitator shall terminate the facilitation process and advise all Parties accordingly if:
  o in the opinion of the Facilitator it is unlikely that the Parties will agree a settlement to their disputes
  o requested to do so by any Party
  o the time limit for the Facilitation procedure has expired and the Parties have not agreed to extend that time limit
• The Facilitation procedure and all negotiations and statements and documents prepared for the purposes of the Facilitation shall be confidential and covered by "without prejudice" or negotiation privilege

Analysis

A. Compliance with Requirements

The procedure was commenced as planned on 19 November 2004. I initially established that the Parties were willing to participate in the procedure and each agreed to take part. During my initial meeting with each of the Parties they were informed by me that the contemplated procedure was a final attempt to gain agreement before further steps may be necessary outside the scope of procedures to finalise the issues. They each noted this point. I also explained that the process may come to an end at any time at my discretion and that the finality may be as a result of their own actions. This point was also clearly understood by each Party.

It was also explained to the Parties that due to the consensual nature of the procedure, they themselves were able to terminate it at any time.

At the start of the initial meetings I gave an introduction to the procedure and highlighted

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9 See Appendix:4 Dispute Resolution Facilitation Procedural Rules
10 ADB Email 26 November 2004, JOAC Email 28 November 2004, MoH letter 30 November 2004
the salient points of mediation and the rights and obligations of each Party. I also undertook as required a summary of the Procedural Rules to ensure that each Party understood what was required of them during the process. The time frame of the procedure was agreed by the Parties and the constraints which may lead to resolution were discussed.

During the procedure the OSPF was kept informed of progress as permitted under the restriction of confidentiality on a number of occasions.\textsuperscript{11}

The issues between the Parties were discussed with each Party on an individual basis and each was given a full opportunity to state its case. During the Facilitative Procedure the history behind each issue was discussed and the basis of each complaint was established. With the JOAC I also explored the reality of each issue and concluded a schedule of the actual ultimate issues to be resolved. The initial meeting with JOAC was a protracted event lasting many hours. The meeting was attended by representatives from Akmeemana and Bandaragama\textsuperscript{12} who each fully participated, stated their case and discussed matters relating to the agreed issues.

During my discussions with the Parties it became clear to me that they may have benefited from further investigations concerning the expressway trace under construction, particularly initially in one specific area. In order to undertake this, a delay to the proceedings was necessary. I considered that such a delay would benefit the Parties in many ways.

The prime benefits were perceived to be:

- Confidence building in exploring alternatives
- Any agreement at an early stage would build confidence in the system and in each other in their capability to achieve an agreement
- A delay would demonstrate the capability of each Party to comply with any agreements made
- A delay would enable Parties to assimilate the conclusions reached in primary intensive caucus sessions
- A short delay would enable Parties to come to terms with the finality of the process

Accordingly I arranged for a 3 to 4 week delay in the proceedings to enable inter alia the Parties to undertake further discussions between themselves. I arranged for tasks to be set for both the MoH and JOAC to undertake during the recess.

During discussions in confidential caucus sessions I was given information by 2 of the Parties which gave me grave concerns regarding their willingness and capacity to conclude any agreement in this forum which would have any lasting effect. These concerns were confirmed by actions taken by 2 of the Parties externally to these proceedings which in effect gave me no option but to eventually exercise my duty under the ToR to conclude the proceedings.

Accordingly I terminated the proceedings in late January due to:

- my opinion that it was unlikely that the Parties would agree a mediated settlement of their disputes
- I was informed by one Party that it no longer considered the process to be viable, and

\textsuperscript{11} Emails: 30/11, 01/12, 03/12, 10/12, 13/12, 15/12, 16/12, 28/12, 04/01, 10/01, 18/01, 19/01, 23/01, 27/01.

\textsuperscript{12} See Appendix 6 Attendance List
• the time limit for the procedure had expired and the Parties had not agreed to extend that time limit

B. External Influences on the Parties

As I have mentioned elsewhere the history of this Conflict initially dates back to the years 2001 and 2002. In particular in 2002 objections to the expressway trace were taken to the Appeal Court of Sri Lanka. This application resulted in a panel of retired Supreme Court Judges finding against the appellants on 28 October 2002. The Court of Appeal on 30 May 2003 subsequently dismissed the applications. A further appeal was taken to the Supreme Court which again in principle dismissed the application on 20 January 2004. On 31 May 2004 the Central Environment Agency confirmed approval of the Final Trace.

The Court of Appeal was again petitioned on 30 November 2004 by Affected Persons who had already agreed to land acquisition compensation but had not yet had their lands possessed due to delays of implementation by the MoH (or RDA). The Court issued its judgment on 16 December 2004 confirming that the MoH was to proceed and obtain possession of all lands required for the STDP.

Certain Complainants also appealed to the United Nations Human Rights Commission (UNHCR) in Geneva. These complainants appeared (from the available information provided) to be restricted to the Akmeemana villages. The appeal cited alleged violations of human rights issues and requested interim relief to stay the project. The UNHCR were informed by the ADB in Manila of the concurrent facilitation procedure being undertaken in Sri Lanka which was a consensual process attempting to achieve agreement. However the action in Geneva continued unabated.

During the procedure the MoH also obtained further information relating to alternative traces and obtained satellite photographs to support its case negating the viability of alternative traces in localised areas.

The MoH confirmed external financial pressures brought about by delay to the project and considerations of personal liability for compensation.

The ADB were influenced by the decision of its Board of Directors in 1999 to grant the loan application for the STDP to the Sri Lankan Government. In view of the Supreme Court judgements in support of the Government and the project and the various technical approvals granted it had been apparently provided with no legal option but to proceed with its loan disbursements.

By considering the above influences it is clear that external pressures on the Parties were great. Each had expectations and constraints which effectively disabled them from being in a position to meaningfully contribute to any negotiation and close any agreement.

The MoH were also concerned that the ultimate legal authority in the country had imposed a judicial decision which was time limited for execution. The JOAC on the other hand considered that external influences on the Government would enable the entire project to be halted and even possibly determined despite the stated position of the Government. Furthermore the JOAC were petitioning the ADB to suspend disbursement of funding and the establishment of an independent committee to review inter alia the sustainability of the project. It is difficult to understand what “independent committee” would have the necessary jurisdiction to alter judgements and decisions already made by

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13 ADB email to UN dated 29 November 2004
14 Senior Counsel I. Mohamed PC Court of Appeal 2368 & 2369/2004 16 December 2004
15 Court of Appeal application 30 November 2004
the Government, MoH\textsuperscript{16} and the Supreme Court of Sri Lanka.

The OSPF was independently petitioned by JO AC on a number of occasions during this procedure. However under the agreement to activate the procedure and the published consent to my ToR sufficient cause was not provided to justify the OSPF interrupting the due process.

It must also be understood that the Complainants in this case represented a minority of Affected Persons within the scope of this STDP project and that a number of the remaining Affected Persons had independently applied to the Appeal Court for a decision that the project proceed as planned.\textsuperscript{17} The Parties were each unable to overcome the shadow of the external influences which eventually put them beyond the position of meaningful discussion which may have lead to resolution.

These influences contributed to my decision to terminate the proceedings.

C. Review of Procedure

It is the case that the overall procedure adopted for the resolution of the Complainant’s issues in this STDP project is one of openness and transparency and has afforded any affected parties the opportunity to come forward and be heard. It is clear that a number of Affected Persons elected to follow differing routes to resolution and resorted to the Courts or to such other organisations as the UNHCR.

In the case of the OSPF procedures the Parties were afforded an opportunity to meet with all of the Parties to the project and make their views known. The efforts to bring a common level of understanding has been exhaustive and has involved numerous resources, workshops and working parties over a period of time to ascertain the particular problems of individual groups and to explore solutions to those perceived problems. The results of these workshops has been recorded elsewhere and circulated to all interested parties.

Each Party to the STDP project was subjected to severe constraints. A number of these constraints were legally imposed and others were self imposed.

In order to overcome the identified issues the Parties voluntarily consented to enter into a procedure of dialogue in an attempt to gain a better understanding of particular issues and to explore the basis of an agreement to overcome their differences. In order to be successful such procedures must of necessity be, “\textit{…voluntary and consensual ... central to the concept is the principle of good faith negotiation…}.”

Here a number of major attempts have been made to negotiate solutions in good faith by utilising a number of differing techniques. These have continually been undertaken against a backdrop of threats of action by various parties through either a judicial regime or by unilateral action. I have been presented with no substantial evidence to indicate that on a balance of probability that 2 of the main Parties involved in this procedure were participating wholeheartedly in a spirit of good faith.

It is also the case that for any major infrastructure project which is considered to be of “\textit{…national importance and benefit…}” the time period for any negotiated resolution of what may be termed “minority group interests” must be finite. In this case a period primarily between 2002 and early 2005 has been expended in attempting to resolve these issues.

\textsuperscript{16} For example see SC judges review panel conclusion 28 January 2002
\textsuperscript{17} Appeal granted on 16 December 2004
Two of the questions which may be posed are whether the Parties fully exploited their opportunity to achieve a settlement in good faith and whether any fundamental intransigence or constraint prevented any conclusive meaningful dialogue. I consider in this case that both hypothesises are valid.

I am also mindful however that a Memorandum of Agreement was achieved at one stage in the mediation procedure. That Memorandum in principle gave the Parties an opportunity to take stock and seek alternative solutions within a very short time frame. Allegations of non adherence to the agreement were brought to my attention during the procedure and I investigated some 8 such stated infringements. However during my investigations I found that none were upheld and concluded that the Parties were acting within the scope of the agreements made. Further allegations were made that the MoH specifically acted unilaterally within the time period allocated for discussion and negotiation. Again after further investigations I found these allegations to be unfounded.

CONCLUSION

It is my opinion that exhaustive attempts have been made to resolve the issues presented by the Affected Communities and resolution in this case may only be effectively sanctioned within the forum of the judicial system.

The Court of Appeal J.Weeramantry concluded in 2002\textsuperscript{18} as follows:

“...Courts have to balance the right to development and the right to environmental protection. While development activity is necessary and inevitable for the sustainable development of a nation, unfortunately it impacts and affects the rights of private individuals but such is the inevitable sad sacrifice that has to be made for the progress of a nation … [when balancing the competing interests] the conclusion necessarily has to be made in favour of the larger interests of the community who would benefit immensely by the construction of the proposed expressway....”

By considering the above I am of the opinion that the procedure as agreed by the Parties to resolve the Complaints brought by JOAC has been adhered to, has been complied with by the Parties and has been given a full opportunity to run its course. In this case the Parties have been provided with an adequate opportunity within the OSPF procedures to have their complaints heard and discussed and have been afforded an adequate opportunity to achieve an agreement regarding the Complaints made.

I am of the further opinion that the Complainant’s perceived issues are incapable of resolution within the forum of a mediated settlement.

RECOMMENDATIONS

The current OSPF procedures are transparent and extensive and afford any complainant an opportunity to be heard where conventional systems and procedures are either unavailable or are beyond reach. The procedures currently enable complainants an opportunity to ensure that their point of view is recorded and discussed by other project participants and stakeholders. They are however not in themselves a means to an end. National legislation provides the ultimate remedies.

The OSPF systems are consensual, however due to the power balance provided by the

\textsuperscript{18} Court of Appeal applications 688/1330/1447/2002 upheld by Supreme Court appeal 58/59/60/2003 by J.Fernando, J.Ismail & J.Wigeswaran
ADB conglomerate they are influential. The systems do not however ride above the law and are accordingly constrained by judicial precedent and legal reality.

It is in the interests of Complainants to be aware of the boundaries provided by the OSPF procedures and in some cases to be led by advisors in order that they can maximise the benefits of participating in such procedures and forums. To this end clear guidance notes should be available to potential users of the procedures. Such guidelines should provide definitive time tables and methodologies and include the requirements and responsibilities of each party at each stage. Such guidelines may then provide benchmarking milestones for procedural audit.

The management of complainants' issues are to be effectively channelled through a system of procedures individually selected to be best suited to the particular complaint. It may be that such procedures as consultation, negotiation, conciliation, facilitation, mediation and others may be suitable for one particular dispute but not for another. Possibly any procedural system is to be defined by way of a procedural guide to indicate to potential users the benefits and constraints of one system as opposed to another.

However any methodology or procedure utilised should be individually defined in sufficient detail to enable complainants and other interested parties to be aware of any procedural time limits, restraints or limitations and further outline their legal rights or negotiation risks at any stage. I consider that it is counterproductive in any procedure to allow any engaged parties to be under an impression that the acceptance of a complainant's case by the OSPF is an admission of any breach or an acceptance that the complaint will be supported or ultimately upheld by any other party. In such a case the OSPF’s perceived impartiality may be compromised.

In order to adequately ascertain whether the published OSPF procedure is relevant, is being used effectively and to consider whether any changes are required, it is hereby proposed that an internal workshop be staged by OSPF together with an external conflict management consultant at which the limited number of case studies undertaken to date may be critically analysed and the results appraised. Included in such a workshop may be an analysis of the systems available and a definition of the method of application to any particular complaint in the future. The publication of a transparent guide to users and how to most effectively approach the OSPF system may also be considered.
APPENDIX

1. Contact details
2. Facilitator’s Terms of Reference
3. Text of Notice 01
4. Dispute Resolution Facilitation Procedural Rules
5. Sinhala translations of -3- and -4-
APPENDIX 1
CONTACT DETAILS AS PROVIDED BY ADB

COMPLAINANTS

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GOVERNMENT

Mr. M.S. Amarasekera    Mr. Nissanka N. Wijeratne
Secretary      Project Director
Ministry of Highways     STDP
Sri Lanka      Sri Lanka
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ADB

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L1711-SRI: Southern Transport Development Project

TERMS OF REFERENCE

FACILITATION/CONFLICT MANAGEMENT SPECIALIST
(Lumpsum Contract Timeframe: 22 working days, start 15 November 2004)

A. Background

1. The Southern Transport Development Project (STDP) is the subject of a complaint (the Complaint) received by the Office of the Special Project Facilitator (OSPF) on 9 June 2004. OSPF handles the consultation phase of ADB’s new Accountability Mechanism (for further information on the Accountability Mechanism and a copy of the Complaint refer to www.adb.org/spf). OSPF declared the complaint eligible on 5 July 2004, completed the review and assessment of the complaint on 17 September 2004 and sent the Review and Assessment Report (RAR) to ADB’s President, the Vice-President concerned, South Asia Regional Department (SARD) and the Complainants the same day. On 5 October 2004 the Complainants informed OSPF of their decision to carry on with the consultation process. Both, the Complainants and SARD have provided written comments on the RAR to OSPF. OSPF worked out a course of action (Attachment 1 to these Terms of Reference) in consultative meetings with the three parties, in a joint meeting with the Ministry of Highways/Road Development Authority (MoH/RDA) and SARD; and in a separate meeting with the complainants. ADB’s President has approved the course of action on 28 October 2004. All three parties have concurred to the course of action. The complainants have a few requests for minor corrections.

2. A group called ‘Joint Organization of the Affected Communities on Colombo-Matara Highway’ has forwarded the complaint to OSPF. This group includes members from the ‘Unified Society for the Protection of Akmeemana’ (USPA) along the Southern part of the highway and ‘Gama Surakeema Sanvidhanya’ (GSS) from Bandaragama along the Northern part of the highway. The issues put forward relate to: (i) environmental impacts; (ii) social impacts, including the disruption of family structures due to resettlement; (iii) religious impacts because of damage or destruction of the peaceful atmosphere of temples and mediation centers; (iv) resettlement practices being harsh and not following ADB policy. The complainants argue that the trace for the highway has been changed from an original trace (OT) to a combined trace (CT) to a final trace (FT) violating ADB’s policies on Involuntary Resettlement and Environment. According to the complainants, the FT needed to be assessed and subsequently approved. But this never happened, and changes in trace resulted in higher negative social, economic, cultural and environmental impact that could have been avoided. The complainants tried to bring these issues to the attention of ADB management since 2001, but feel that ADB did not take sufficient and appropriate action to remedy the issues. Four requests for inspection under ADB’s former Inspection Policy were rejected prior to the complaint forwarded under the new Accountability Mechanism. STDP has been delegated for administration to the Sri Lanka Resident Mission (SLRM) earlier in 2004.

3. OSPF conducted a series of meetings, workshops and field visits with the Complainants aiming at establishing trust and confidence, de-escalating . Few meetings

were conducted also with SARD and MoH/RDA to feedback results from the review and assessment and get agreements on issues of high importance to the complainants, e.g. the suspension of activities related to land acquisition. JBIC, the co-financier to STDP for the Northern section was informed about the process on a regular basis. The Accountability Mechanism (AM) however does not provide clear statements on the involvement of a co-financier in the consultation phase.

B. Objectives

4. The objectives of the assignment are to (i) help the three parties negotiating an agreement that better serves their interests than the alternatives they have expressed in the course of action; and (ii) discuss with OSPF alternative ways of handling the individual steps of the consultation process in future.

C. Consultant's Role and Responsibilities

5. The Consultant acts as a neutral third party, having no authority to resolve the disagreement or impose a settlement to the disagreements between the three parties. S/he is engaged to assist the interested parties in arriving at a mutually acceptable solution to the issues at hand and to help them creating alternative solutions to the problem.

D. Specific Tasks

The Consultant will do the following:

(i) Review existing documentation, including the RRP, the RAR, the course of action and any other documents needed to understand the project history and the history of protest and complaint, and to prepare for the implementation of the course of action;

(ii) Discuss with OSPF its assessment of the situation;

(iii) Submit an initial diagnosis of the situation based on (i) and (ii), including the consultant's action plan;

(iv) Re-assure that the three parties are willing to fully participate in facilitated negotiations and agree to the timing;

(v) Explore the space available for mutual gain and the readiness of the three parties to make concessions;

(vi) Determine the best means to reach agreements between the three parties based on the agreed course of action;

(vii) Facilitate discussions between parties involved with the objective of finding common ground and mutually acceptable solutions.

(viii) Establish ground rules and re-assure common ground based on the course of action;

(ix) Clarify the three parties’ expectations regarding the individual activities in the course of action;

(x) Re-assure honest, good faith efforts of the three parties for the implementation of the course of action;

(xi) Assure views of all parties involved are heard, respected and taken into consideration in the facilitation process;

(xii) Facilitate any agreement needed for the conduct of joint workshops or meetings, e.g. representation of the parties, appropriate venues, timing of the sessions;

(xiii) Use methods (individual interviews, focus group discussions, small workshops, etc.) appropriate for heterogeneous groups of stakeholders, and consider widely diverting views and polarization.

(xiv) Prepare a joint workshop or a series of joint workshops with the parties to
feedback results of the review and assessment, including the recommendations for further action.
(xv) Use any other method appropriate and recognized as a negotiation/facilitation tool to support the three parties in carrying the process forward;
(xvi) Provide timely information to and closely cooperate with OSPF on the developments in the facilitation process;
(xvii) Closely cooperate with the International Colombo-based Consultant involved in the previous review and assessment process and highly knowledgeable on socio-cultural background, and with the previously involved local facilitator;20
(xviii) Prepare a settlement agreement (if applicable) agreed to by the complainants, MoH/RDA and SARD, and formalize it;
(xix) Prepare a report on the facilitation process and any other documentation as needed and deemed necessary by the parties involved;
(xx) Prepare a separate report on lessons learnt for OSPF including recommendations on how to improve management of similar or different complaints in future.

E. Expertise Required

6. The Consultant will have a postgraduate qualification in law, public administration, or engineering, a specialization in international dispute resolution/conflict management combined with a high level of experience, at least 8 years, in mediating or facilitating power-imbalanced conflicts among heterogeneous groups in high-profile development projects. S/he will also have experience in the design, implementation and monitoring of ADB-supported projects. S/he should have excellent analytical, facilitation and communication skills and be familiar with ADB’s safeguard policies.

F. Timing and Reporting

7. The consultancy will be delivered between 15 November 2004 and 15 January 2005, and consist of 3 days of preparation at the Consultant’s home base, 22 days in Sri Lanka, and 5 days for reporting.

20 The International Colombo-based consultant is under OSPF contract on an intermittent basis, has previously recruited the local, bi-lingual facilitator (fluent in English and Sinhala) on an as needed basis, and has funds available for the recruitment of other independent resource persons as needed, agreed with OSPF, and acceptable to the three parties involved.
Complainants
All by Email: joacmh@sltnet.lk  ggama@mail.ewisl.net
Mr Sarath Athukorale
President Joint Organisation of the Affected Communities of the Colombo Matra
Highway
Mr LDL Pathmasiri
United Society for the Protection of Akmeemana
Mr RAD Sunil Ranjith Dayaratne
Secretary Gama Surakeema Sanvidhaniya

Government
Mr MS Amarasekera
Secretary Ministry of Highways : Fax: +9411 288 4719
Mr NN Wijeratne
Project Director Southern Transport Development Project : Fax: +9411 288 8817

South Asia Department  ADB
Mr K Senga
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Country Director Sri Lanka Resident Mission ADB : Email:apio@adb.org

19 November 2004  Notice 01
BY EMAIL & FAX

Dear Sirs,

FACILITATION / CONFLICT AVOIDANCE PROCEDURE
Southern Development Transport Project: ADB Loan 1711-SRI

I have been requested by consent to act as Facilitator in a dispute between the above Parties relating to the subject project. I wish to confirm that I am pleased to accept this appointment.

The Parties have previously received, and had an opportunity to comment upon, my Terms of Reference. The procedure which I intend to adopt is one of flexibility and openness between the Parties and one in which I hope that all Parties will express themselves freely and have an adequate opportunity to clearly put their case and be available to listen to the arguments of the other Parties. I also hope that each of the Parties will participate freely in discussion and negotiation both in open session and in private in full confidentiality with myself.

I would note that it is important for the success of this procedure for the Parties to ensure that I am made fully aware of all issues, problems and difficulties relating to the disputes between the Parties in order that we may between us arrive at an understanding of each Party’s position and situation.
I attach with this Notice a copy of what I propose to adopt as Procedural Rules for the conduct of the Facilitation Procedure. These rules and the procedure for the conduct of the Facilitation Procedure I will discuss further with the Parties during our first meeting.

In order that we may proceed in a logical format I would be grateful if each of the Parties could respond to me with the following detail by the dates indicated. Please ensure that each of the responses and any further correspondence to me is copied to each of the other Parties.

1. I would be grateful if each Party could confirm to me who will act as their representative in these proceedings and that the representative has authority to act and decide on behalf of that Party.

2. I would also be grateful if each representative could confirm his / her contact email or fax address.

3. I would be grateful if the representatives could confirm their availability to meet with me and undertake site visits, workshops, meetings and private discussions during the period 30 November to 10 December 2004. In order to conclude the Facilitation Process further meetings may be necessary by agreement with the Parties and these will be arranged to suit the Parties during the period 11 December up to 15 January 2005.

4. I propose that all of the Parties initially meet with me in open and private sessions over a 2 day period starting at 08:30 am on either 30 November or 01 December 2004. I propose that these sessions be followed by a one day group site visit to see the affected areas. This site visit will be followed by further open and private discussion sessions.

5. I shall discuss the format of the open and private sessions and of the site visit with the Parties at the first meeting. I shall also issue a preliminary meeting agenda for the information of the Parties some 3 or 4 days before the planned meeting. For ease of discussion I would suggest that the meeting sessions are attended by the Parties’ representatives only. For the information of the Parties the Facilitation Meetings are normally relaxed sessions and will vary in length and content depending upon the discussions generated. I shall however during the first meeting provide each Party with an exclusive initial period of some 2 hours to state its case in open session.

6. If groups of people wish to observe or participate in the sessions then I would be grateful for the Parties’ advice in order that I may make alternative meeting agendas. If such group sessions are required then I shall in due course make special arrangements and procedures for such gatherings. I would recommend that any such “open meetings” are restricted to the first day of the Facilitation Process only.

7. I would be grateful for the advice and recommendation of the Parties in relation to the location and logistical arrangements for the meetings and site visits. For the initial 2 days of meetings I shall require one open meeting room with sufficient space for all the representatives and myself to meet and have open discussions and I shall also require that a separate room is allocated to each of the parties in order that I may meet with them in private. From my previous experience most international hotels offer such facilities. If it is contemplated to use such a hotel then it may be convenient for me to stay at the same hotel. Accordingly I would be grateful if the Parties could suggest a suitable hotel for me to stay in while I am in Sri Lanka.
8. I require each Party to prepare for me a synopsis of the statement of case or disputes and issues which they perceive to exist. The synopsis should include a short history of how the disputes arose and under what basis they consider that their position is justified. The synopsis should be not more than 10 pages long and shorter if possible. Print size should not be smaller than font size 11. At this stage I do not require any rebuttal or response by any Party to the Statement of Case or statement of the other.

9. Time table:
   a. Items 1, 2 & 3: all responses by 23 November 2004
   b. Item 6: response by 23 November 2004
   c. Item 7: response by 25 November 2004
   d. Item 8: response by 26 November 2004

   If any Party wishes to raise any questions regarding any of the above then it should feel free to do so. However I consider that the success of this facilitation Procedure depends largely upon the flexibility of approach of the Parties. Accordingly any major items of concern relating to procedural issues should be discussed in open session during our first meeting.

   I look forward to meeting with you in Sri Lanka and having an opportunity to participate with you in discussions relating to the problems which you have and in exploring various avenues and alternatives which may lead to an agreement between you.

   Yours Sincerely,

   Gwyn Owen
APPENDIX 4
PROCEDURAL RULES

Dispute Resolution Facilitation

Procedural Rules

1. The Facilitator shall start the Dispute Resolution Facilitation process as soon as possible after his appointment and shall use his best endeavours to conclude the Facilitation as soon as possible and in any event within any time limit agreed between the Parties.

2. The Facilitator shall act in accordance with his Terms of Reference.

3. Subject to the time allowed the Facilitator shall:
   a. act fairly and impartially as between the Parties giving each of them a reasonable opportunity of putting their case and responding to the other’s case, and
   b. adopt procedures suitable to the Facilitation, avoiding unnecessary delay or expense, and
   c. try to assist the Parties to resolve the dispute in any way which is acceptable to them.

4. Any Party may send to the Facilitator and to the other Party a statement of its views on the dispute and any issues that it considers to be of relevance to the dispute and any financial consequences.

5. Upon the start of the Dispute Resolution Facilitation process, the Facilitator shall issue instructions establishing amongst other things, the date and place for a facilitation meeting with the Parties. Each Party shall in advance of the meeting inform the Facilitator and the other Parties in writing of the name of his Representative for the facilitation meeting who shall have full authority to act on behalf of that Party and the names of any other persons who will attend the facilitation meeting.

6. The Facilitator may:
   a. issue such further instructions as he considers to be appropriate
   b. conduct any meeting as he thinks fit, not being bound by any rules or procedures other than those contained in these Rules
   c. meet and question the Parties and their representatives together or separately
   d. investigate the facts and circumstances of the dispute
   e. visit the site
   f. request the production of documents or the attendance at any meeting of people he considers could assist in any way
   g. make use of his own specialist knowledge, if any

7. The Facilitator may with the prior agreement of the Parties obtain legal or technical advice the cost of which shall be met by the Parties or as agreed by the Parties and the Facilitator.
8. The Facilitator may consider and discuss such solutions to the dispute as he thinks appropriate or as suggested by any Party. He shall observe and maintain the confidentiality of particular information which he is given by any Party privately and may only disclose it with the express permission of that Party.

9. Any Party may at any time ask that additional claims or disputes or additional parties shall be joined in the facilitation, such requests to be accompanied by details of the relevant facts. Such joinder shall be subject to the agreement of the Facilitator and all other Parties. Any additional parties shall unless otherwise agreed by the Parties have the same rights and obligations as the other parties to the facilitation.

10. If in the opinion of the Facilitator the resolution of the dispute would be assisted by further investigation by any Party or by the Facilitator or by an interim agreement, including some action by any Party, then the Facilitator may with the agreement of the Parties give instructions and adjourn the proceedings as may be appropriate.

11. The Facilitator shall terminate the facilitation process and advise all Parties accordingly if:
   
   a. settlement is achieved between the Parties
   b. in the opinion of the Facilitator it is unlikely that the Parties will agree a settlement to their disputes or
   c. any Party fails to respond to an instruction by the Facilitator or
   d. requested to do so by any Party
   e. the time limit for the Facilitation procedure has expired and the Parties have not agreed to extend that time limit

12. The Facilitation procedure and all negotiations and statements and documents prepared for the purposes of the Facilitation shall be confidential and covered by “without prejudice” or negotiation privilege. They will not be admissible in evidence or otherwise discoverable in any litigation or arbitration in connection with the dispute referred to mediation, except for any documents or other information which would in any event be admissible or discoverable in any such litigation or arbitration.

13. There shall be no formal record or transcript of the Facilitation.

14. The parties shall not rely upon, or introduce as evidence in any arbitral or judicial proceedings, any admissions, proposals, or views expressed by the parties or by the Facilitator during the course of the Facilitation procedure.

15. When a settlement has been achieved on the whole or any part of the matters in dispute the Facilitator shall, if so requested by all the Parties, assist them to prepare an agreement incorporating the terms of the settlement. The agreement shall not disclose any information which any Party has provided in confidence. If requested in writing by all Parties the Facilitator may be appointed by the Parties as an arbitrator with authority solely to issue a consent award.

16. Each Party shall meet his own costs and expenses.

17. The Facilitator may be recalled by written agreement of the Parties and upon payment of an additional fee to clarify, amplify, or give further consideration or advice or undertake further facilitation as may be required.

18. Exclusion of Liability
• The Facilitator shall not be liable to any party howsoever for any act or omission in connection with any Facilitation conducted by reference to the Procedure, save where the act or omission is shown by that party to constitute conscious and deliberate wrongdoing committed by the body or person alleged to be liable to that party.

• The Facilitator shall not be under any legal obligation to make any statement to any person about any matter concerning the Facilitation, nor shall any party seek to make the Facilitator or any Party to the Facilitation Procedure a witness in any legal or other proceedings arising out of the Facilitation.
16. කොටස් අප්‍රශුෂ් නියිසාදායක සාසුදු සතු විස්තර කළ අතීත වෙනස් අත්‍යාවම ආරක්ෂා කරන වේ. එයින් මතා නුවරාවක අත්‍යන්තර මුතුක්කම් විස්තර කළ අතීත වෙනස් ආරක්ෂා කරන වේ. එයින් මතා දැමුණින් මුතුක්කම් විස්තර කළ අතීත වෙනස් ආරක්ෂා කරන වේ.

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ඉ.ඉ.3 කාෂණාත්මක දකුණුව

ඉ.ඉ.3 කාෂණාත්මක දකුණුව

ඉ.ඉ.3 කාෂණාත්මක දකුණුව

ඉ.ඉ.3 කාෂණාත්මක දකුණුව

ඉ.ඉ.3 කාෂණාත්මක දකුණුව

ඉ.ඉ.3 කාෂණාත්මක දකුණුව

ඉ.ඉ.3 කාෂණාත්මක දකුණුව

ඉ.ඉ.3 කාෂණාත්මක දකුණුව

ඉ.ඉ.3 කාෂණාත්මක දකුණුව

ඉ.ඉ.3 කාෂණාත්මක දකුණුව

ඉ.ඉ.3 කාෂණාත්මක දකුණුව

ඉ.ඉ.3 කාෂණාත්මක දකුණුව

ඉ.ඉ.3 කාෂණාත්මක දකුණුව

ඉ.ඉ.3 කාෂණාත්මක දකුණුව

ඉ.ඉ.3 කාෂණාත්මක දකුණුව

ඉ.ඉ.3 කාෂණාත්මක දකුණුව

ඉ.ඉ.3 කාෂණාත්මක දකුණුව

ඉ.ඉ.3 කාෂණාත්මක දකුණුව

ඔබේ මෙහෙයුම් 01 2004 නවන්තර දෙස් 19
ඔබේ මෙහෙයුම් 01 2004 නවන්තර දෙස් 19
3. 2004 शैक्षणिक वर्ष 30 जून 2004 रोजी रोजी 10 कोटी रोजी जमा करणे येईल, क्या रकमाची विवेदीत राहतो, म्हणून, झोपणे त्यांनी किती संपत्ती त्यांनी वापरावी, त्यांनी जर त्यांची संपत्ती किती आहे तर त्यांनी किती संपत्ती वापरली जातील किती आहेत किंवा, काही किंवा किती संपत्ती त्यांनी दिलीली आहे किंवा किती आहेत, त्यांनी झोपणे त्यांनी किती संपत्ती वापरली जातील किती आहेत किंवा काही किंवा किती संपत्ती त्यांनी दिलीली आहे किंवा किती आहेत, त्यांनी झोपणे त्यांनी किती संपत्ती वापरली जातील किती आहेत किंवा काही किंवा किती संपत्ती त्यांनी दिलीली आहे किंवा किती आहेत, त्यांनी झोपणे त्यांनी किती संपत्ती वापरली जातील किती आहेत किंवा काही किंवा किती संपत्ती त्यांनी दिलीली आहे किंवा किती आहेत, त्यांनी झोपणे त्यांनी किती संपत्ती वापरली जातील किती आहेत किंवा काही किंवा किती संपत्ती त्यांनी दिलीली आहे किंवा किती आहेत, त्यांनी झोपणे त्यांनी किती संपत्ती वापरली जातील किती आहेत किंवा काही किंवा किती संपत्ती त्यांनी दिलीली आहे किंवा किती आहेत, त्यांनी झोपणे त्यांनी किती संपत्ती वापरली जातील किती आहेत किंवा काही किंवा किती संपत्ती त्यांनी दिलीली आहे किंवा किती आहेत, त्यांनी झोपणे त्यांनी किती संपत्ती वापरली जातील किती आहेत किंवा काही किंवा किती संपत्ती त्यांनी दिलीली आहे किंवा किती आहेत, त्यांनी झोपणे त्यांनी किती संपत्ती वापरली जातील किती आहेत किंवा काही किंवा किती संपत्ती त्यांनी दिलीली आहे किंवा किती आहेत, त्यांनी झोपणे त्यांनी किती संपत्ती वापरली जातील किती आहेत किंवा काही किंवा किती संपत्ती त्यांनी दिलीली आहे किंवा किती आहेत, त्यांनी झोपणे त्यांनी किती संपत्ती वापरली जातील किती आहेत किंवा काही किंवा किती संपत्ती त्यांनी दिलीली आहे किंवा किती आहेत, त्यांनी झोपणे त्यांनी किती संपत्ती वापरली जातील किती आहेत किंवा काही किंवा किती संपत्ती त्यांनी दिलीली आहे किंवा किती आहेत, त्यांनी झोपणे त्यांनी किती संपत्ती वापरली जातील किती आहेत किंवा काही किंवा किती संपत्ती त्यांनी दिलीली आहे किंवा किती आहेत, त्यांनी झोपणे त्यांनी किती संपत्ती वापरली जातील किती आहेत किंवा काही किंवा किती संपत्ती त्यांनी दिलीली आहे किंवा किती आहेत, त्यांनी झोपणे
8. එක්වූරුදු පිළිබඳ උත්සවින් ප්‍රකට පැතිරීමට ඉංග්‍රීසි ප්‍රකාශකරණ භාෂාවේදි පිළිබඳ පේෂ්ඨවරයට පිළිබඳ පිළිබඳ කාලය කෘත්‍ර නිසා ආරම්භ කරන්න. එක්වූරු පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ කාලය කෘත්‍ර නිසා ආරම්භ කරන්න. එක්වූරු පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ කාලය කෘත්‍ර නිසා ආරම්භ කරන්න. එක්වූරු පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ කාලය කෘත්‍ර නිසා ආරම්භ කරන්න.

9. කටයුතුව

c) පිටිකම් 1, 2 සහ 3:
  පිටිකම් 2004 ප්‍රකට පැතිරීමට නම් 23 අව පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ කෘත්‍ර නිසා ආරම්භ කරන්න.

d) පිටිකම් 6:
  පිටිකම් 2004 ප්‍රකට පැතිරීමට නම් 23 අව පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ කෘත්‍ර නිසා ආරම්භ කරන්න.

e) පිටිකම් 7:
  පිටිකම් 2004 ප්‍රකට පැතිරීමට නම් 25 අව පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ කෘත්‍ර නිසා ආරම්භ කරන්න.

f) පිටිකම් 8:
  පිටිකම් 2004 ප්‍රකට පැතිරීමට නම් 26 අව පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ කෘත්‍ර නිසා ආරම්භ කරන්න.

ඉහළ අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් කෘත්‍ර නිසා ආරම්භ කරන්න. එක්වූරු පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ කෘත්‍ර නිසා ආරම්භ කරන්න. එක්වූරු පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ කෘත්‍ර නිසා ආරම්භ කරන්න.

තම අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් කෘත්‍ර නිසා ආරම්භ කරන්න. එක්වූරු පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ කෘත්‍ර නිසා ආරම්භ කරන්න. එක්වූරු පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ කෘත්‍ර නිසා ආරම්භ කරන්න.

තම අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් අදමයෙන් කෘත්‍ර නිසා ආරම්භ කරන්න. එක්වූරු පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ පිළිබඳ කෘත්‍ර නිසා ආරම්භ කරන්න.
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(Translation of content to English is not possible due to the nature of the document and the limitations of the model.)
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