

**IN THE SUPREME COURT OF THE DEMOCRATIC SOCIALIST
REPUBLIC OF SRI LANKA**

In the matter of an Appeal to the Supreme Court of the Democratic Socialist Republic of Sri Lanka in terms of Article 154 of the Constitution and Section 5C of the High Court of the Provinces (Special Provisions (Amendment) Act No. 54 of 2006.

Pulukkutti Arachchige Niluka
Suranji Anuradha “Lakmini”,
Karadagolla,
Malsiripura

SC Appeal No: 143/2017

SC/HCCA/LA No: 23/2017

Colombo Civil Appeal HC
Application No:
WP/HCCA/COL/62/2016(LA)

D.C. Colombo Case No: 39563 MR

Plaintiff

Vs.

1. K.A. Gunawathi,
Darshana Stores,
Serukade, Chilaw
2. Balagage Susantha Kamal
Nissanka Stores,
Kalukela, Pallama
(Anamaduwa Police Area)

Defendants

AND

Pulukkutti Arachchige Niluka
Suranji Anuradha “Lakmini”,
Karadagolla,
Malsiripura

Plaintiff- Petitioner

Vs.

1. K.A. Gunawathi,
Darshana Stores,
Serukade, Chilaw
2. Balagage Susantha Kamal
Nissanka Stores,
Kalukela, Pallama
(Anamaduwa Police Area)

Defendants- Respondents

AND NOW BETWEEN

1. K.A. Gunawathi,
Darshana Stores,
Serukade, Chilaw
2. Balagage Susantha Kamal
Nissanka Stores,
Kalukela, Pallama
(Anamaduwa Police Area)

**Defendants- Respondents-
Appellants**

Vs.

Pulukutti Arachchige Niluka
Suranji Anuradha “Lakmini”,
Karadagolla,
Malsiripura

Plaintiff- Petitioner- Respondent

BEFORE:

HON: MURDU N.B. FERNANDO, PC., CJ.
HON: A.H.M.D. NAWAZ, J.
HON: K.KUMUDINI WICKREMASINGHE, J.

COUNSEL:

Rohan Gunapala for the
Defendants-Respondents-Appellants

Avindra Rodrigo, PC with Ms. Shamalie De Silva,
Ms. Kalpani Ratnayake and Mr. Sandun Batagoda
for the Plaintiff-Petitioner-Respondent.

WRITTEN SUBMISSIONS: By the Defendants-Respondents-Appellants
on 22.08.2017 and 19.06.2024.

By the Plaintiff-Petitioner-Respondent
on 07.02.2022. and 19.06.2024.

ARGUED ON: 20.05.2024

DECIDED ON: 20.06.2025

K. KUMUDINI WICKREMASINGHE, J.

The Plaintiff-Petitioner-Respondent (hereinafter referred to as the Respondent) instituted this action in the District Court of Colombo against the Defendants-Respondents-Appellants (hereinafter referred to as the Appellants) seeking inter alia a judgement in the sum of Rs.3030,000/- as damages jointly and severally.

Damages were sought by the Respondent on the premise that:

- a) the omni- bus with the distinctive number N.W.G.C. 8468 had been driven by the 2nd Appellant on 26/2/2003.
- b) the aforementioned omni-bus had been registered under the name of the 1^a Appellant.
- c) the aforesaid omni-bus had collided with the Respondent on 26/2/2003 at Gunasinhapura causing grievous injuries to her.
- d) injuries suffered by the Respondent in consequence of the accident had caused immediate hospitalisation and she had been treated as an in-house patient for nearly 2 months.

- e) the injuries had caused enormous pain of mind, physical pain, inability to stand on her feet, permanent disability, loss of common amenities of life and suffering to the Respondent.
- f) the Respondent who had been a young graduate exploring prospects of suitable employment and partner in marriage and consequent to injuries sustained by her those prospects had been diminished to great extent causing enormous loss.
- g) the aforesaid accident had been due to rash and negligent driving of the aforesaid omni-bus by the 2nd Appellant.
- h) the loss caused to the Respondent on account of the aforesaid accident had been in the region of Rs. 3,030,000/-.
- i) Appellants had failed and neglected to pay the aforesaid sum of Rs.3,030,000/- or any part thereof, the same had been demanded by the Respondent though
- j) the 2nd Appellant driver has been convicted, of charges incorporated, in the charge sheet by the Magistrates Court upon plea of guilt being tendered by him.
- k) a cause of action had in those circumstances arisen to the Respondent to institute action against the Appellants to recover a sum of Rs. 3.030,000/- together with interest and cost of suit.

Parties proceeded to trial and the judgement was delivered on 10.03.2008 in favour of the Respondent in a sum of Rs. 2,600,150/- together with the cost of the suit. Being aggrieved by the aforesaid judgement, the Appellants appealed to the High Court of Civil Appeal of the Western Province holden in Colombo. The Learned Judges of the High Court of Civil Appeal of Colombo delivered their judgement on 02.04.2015 affirming the judgement of the District Court and dismissing the action of the Appellants with a sum of Rs. 50,000/- as cost.

There was no appeal to the Supreme Court from either party on the impugned findings. The Respondent, thereafter submitted a decree drawn by her to the District Court of Colombo, incorporating a sum of Rs. 2,600,150/- with cost and suit of interest. The matter was taken up The District Court of Colombo on 8.10.2015 for pronouncement of judgment of the High Court of Civil Appeal of

the Western Province holden in Colombo, Sri Lanka Insurance Corporation Ltd submitted a cheque in a sum of Rs 2,600, 150/- as being the capital amount on behalf of the Appellants but the Respondent accepted the same without prejudice to her right to claim interest and cost of suit. The Respondent thereafter, sought to enforce the Decree against Sri Lanka Insurance Corporation who is the Insurer of the ill fated omni bus, incorporating interest in a sum of Rs 2,800,000/-.

Being aggrieved by the incorporation of interest by the Respondent in the decree, despite refusal of the same by the learned Additional District Judge in his judgment, Appellants submitted their Statement of Objections on 12.06.2016. The Learned Additional District Court Judge made an Order on 14.06.2016 upholding the Objections of the Appellants against the addition of a sum of Rs 2,800,000/- in the Decree as interest which had been denied by the Additional District Court Judge by his Judgment of 10.03.2008. Being dissatisfied with the aforesaid Order of the Additional District Court Judge, the Respondent sought to impugn the same by imploring Appellate Jurisdiction of the High Court of Civil Appeal of the Western Province holden in Colombo by submitting an Appeal under Section 757 of the Civil Procedure Code. The Learned Judges of the High Court of Civil Appeal Colombo delivered their judgment upholding the claim of the Respondent and rejecting the objections of the Appellants.

Aggrieved by the judgment of the High Court of Civil Appeal Colombo, the Appellants appealed to the Supreme Court. Vide Journal entry dated 11.07.2017 this court granted Leave to Appeal on four questions of law contained in sub paragraph e,f,g,h of paragraph 18 of the Petition of appeal. However, on 20.05.2024 when the matter was taken up for argument, all parties agreed to adjudicate this matter only on the following question of law: **“Has the Learned judges of the High Court erred themselves in rejecting the statement of objections filed by the Defendant and granted interest, when there is no pronouncement on the interest in the Judgement.”**

The Learned Counsel for the Appellants submitted that the Learned District Court Judge has refused to grant interest in his judgement as he had awarded a sum of Rs. 2,600,150/- alongside the cost of the lawsuit as a matter of relief. There was no reference to interest anywhere in the judgement as a matter of relief. The Appellants submitted that the sum of money expounded in the judgement was a sum of Rs. 2,600,150/- and cost the lawsuit and nothing more. The Appellants contended that the Learned District Court Judge has admitted the decree containing interest and hence cannot reject the claim of interest by the Respondent thereafter. The drawing up of the decree was an administrative act and not a judicial act. The decree is drawn up by the Attorney at Law of the Judgement Creditor (the Respondent) in this case and once it is submitted to court it is journalised by the subject clerk and becomes part of the record subject to objections of the judgement debtor.

The Appellants contends that there was no acceptance of contents by the Learned District Court Judge, the Attorney on record of the judgement creditor is not entitled in law to amplify the scope of the judgement and draw up a decree inconsistent with the judgement. The Appellants stated that the Attorney of the Judgement Creditor cannot open up windows of opportunities granted by the Learned Additional District Court Judge in his judgement and thereby play a greater role than the learned Judge himself.

The Learned President's Counsel submitted that Respondents contended that, in light of section 192 of the Civil Procedure Code, the Court has the power to award interest in the decree irrespective of whether interest has been awarded where the decree is silent in respect of payment of further interest and not any other circumstance. It was further submitted on behalf of the Respondent that this is a personal injury case where the driver has been negligent but the Appellants have continued to appeal and resist the judgement awarded in favour of the Respondent.

The Respondent contends that the recovery of damages from the offending party is the only avenue available to the Respondent to remedy the patrimonial loss and the loss of health and amenities of her daily life. And yet, the case is still not concluded depriving the Respondent the fruits of the judgement that was delivered in her favour.

The Respondent submitted that the rationale of the discretion to award interest exists for the Court to address delays in the final resolution of a case. These delays are often beyond the Plaintiff's control. While the case is pending, including any appeals by the Defendants, the Plaintiff is denied the benefit of a judgment in his/her favour. Awarding interest compensates the Plaintiff for the loss of the time value of money. It covers the period from the initiation of the action until the full payment is made by the Defendants. The monetary value of such an adjudged sum decreases as each year passes due to inflation and delay. The Respondent contends that the court has been given discretion to award interest in order to compensate for such loss of value in a sum awarded by court.

Now I will proceed to answer the question of law for which leave has been granted. Namely: **“Has the Learned judges of the High Court erred themselves in rejecting the statement of objections filed by the Defendant and granted interest, when there is no pronouncement on the interest in the Judgement.”**

Black's Law Dictionary (7th Edition) defines 'interest' inter alia as the compensation fixed by agreement or allowed by law for the use or detention of money, or for the loss of money by one who is entitled to its use; especially, the amount owed to a lender in return for the use of the borrowed money. According to **Stroud's Judicial Dictionary of Words and Phrases (5th edition)** interest means, inter alia, compensation paid by the borrower to the lender for deprivation of the use of his money.

The essence of interest in the opinion of Lord Wright, in ***Riches v Westminster Bank Ltd* [1947] 1 All ER 469, 472**, is that it is a payment which becomes due because the creditor has not had his money at the due date. It may be regarded either as representing the profit he might have made if he had the use of the money, or, conversely, the loss he suffered because he had not that use. The general idea is that he is entitled to compensation for the deprivation; the money due to creditor was not paid, or, in other words, was withheld from him by the debtor after the time when payment should have been made, in breach of his legal rights, and interest was a compensation whether the compensation was liquidated under an agreement or statute.

A Division Bench of the High Court of Punjab speaking through Tek Chand, J. in ***Dr. Shamlal Narula v Commissioner Of Income-Tax, Punjab* [1964] SCR (7) 668** thus articulated the concept of interest - "the words "interest" and "compensation" are sometimes used interchangeably and on other occasions they have distinct connotations. "Interest" in general terms is the return or compensation for the use or retention by one person of a sum of money belonging to or owned to another. In its narrow sense, "interest" is understood to mean the amount which one has contracted to pay for use of borrowed money..... In whatever category "interest" in a particular case may be put, it is a consideration paid either for the use of money or for forbearance in demanding it, after it has fallen due, and thus, it is a charge for the use or forbearance of money. In this sense, it is a compensation allowed by law or fixed by parties, or permitted by custom or usage, for use of money belonging to another, or for the delay in paying money after it has become payable."

Section 34 of the Indian Civil Procedure Code (Act No.05 of 1908) defines interest in a suit to be "(1) Where and in so far as a decree is for the payment of money, the Court may, in the decree, order interest at such rate as the Court deems reasonable to be paid on the principal sum adjudged, from the date of the suit to the date of the decree, in addition to any interest adjudged on such principal sum for any period prior to the institution of the suit, [with further interest at such rate

not exceeding six per cent. per annum as the Court deems reasonable on such principal sum], from the date of the decree to the date of payment, or to such earlier date as the Court thinks fit:

[Provided that where the liability in relation to the sum so adjudged had arisen out of a commercial transaction, the rate of such further interest may exceed six per cent. per annum, but shall not exceed the contractual rate of interest or where there is no contractual rate, the rate at which moneys are lent or advanced by nationalised banks in relation to commercial transactions.

Explanation I.--In this Sub-section, "nationalised bank" means a corresponding new bank as defined in the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 (5 of 1970).

Explanation II.-- For the purposes of this section, a transaction is a commercial transaction, if it is connected with the industry, trade or business of the party incurring the liability.]

(2) Where such a decree is silent with respect to the payment of further interest [on such principal sum] from the date of the decree to the date of payment or other earlier date, the Court shall be deemed to have refused such interest, and a separate suit therefor shall not lie”.

Section 34 of the Indian Civil Procedure Code (Act No.05 of 1908) as mentioned above, governs the awarding of interest in monetary decrees and outlines how courts may grant interest across three distinct time periods: before the institution of the suit (pre-suit), from the date of filing to the date of decree (pendente lite), and from the date of decree to final payment (post-decree). The section provides that courts have discretion to award reasonable interest during the pendency of the suit and up to six percent per annum post-decree, unless the matter arises from a commercial transaction, in which case a higher rate may be permitted, not exceeding the contractual or nationalised bank lending rate. If the court’s decree is silent on post-decree interest, subsection (2) clarifies that such silence is deemed a refusal, and the party cannot later file a separate suit to recover that interest.

In the case of ***Central Bank of India v Ravindra and Others* [2002] 1 SCC 367**, the Indian Supreme Court examined at length the distinction between penal interest and interest and held that: Penal interest differs fundamentally from ordinary interest: while regular interest compensates for the time value of money and is based on the doctrine of compensation, penal interest is a punitive measure imposed on a debtor for wrongful delay in payment, rooted in the doctrine of penalty. It is not related to actual loss and cannot be capitalised or charged more than once for the same period of default. As explained in *Mulla on the Code of Civil Procedure* (1995), Section 34 CPC recognises three categories of interest: (1) **pre-suit interest**, governed by substantive law and allowed either by agreement, mercantile usage, statutory entitlement, or implied contract; (2) **interest pendente lite**, from the filing of the suit to the decree, which lies within the discretion of the court and is not considered a matter of substantive law; and (3) **post-decree or future interest**, from the date of the decree to the date of payment (or an earlier date set by the court), also discretionary and statutorily capped at 6% per annum. The Indian Supreme Court in ***Secretary, Irrigation Department, Government of Orissa & Ors. v. G.C. Roy* (1992) 1 SCC 508**, particularly at para 44(iv), clarified that while pendente lite and post-decree interest depend on the court's discretion, pre-suit interest must be awarded if contractually agreed, subject to certain exceptions: if the rate is penal, unlawful under money lending or usury laws, or deemed excessive and unfair by the court, it may be modified. These well-established principles guide courts in balancing contractual autonomy with fairness and statutory compliance.

In Sri Lanka, **Section 192 of the Civil Procedure Code Ordinance Nos, 2 of 1889** sets out: “(1) *When the action is for a sum of money due to the plaintiff, the court may, in the decree order interest according to the rate agreed on between the parties by the instrument sued on, or in the absence of any such agreement at the rate of twelve per centum per annum to be paid on the principal sum adjudged from the date of the action to the date of the decree, in addition to any interest*

adjudged on such principal sum for any period prior to the institution of the action, with further interest at such rate on the aggregate sum so adjudged, from the date of the decree to the date of payment, or to such earlier date as the court thinks fit. (2) When such a decree is silent with respect to the payment of further interest on such aggregate sum as aforesaid from the date of the decree to the date of payment or other earlier date, the court shall be deemed to have refused such interest, and a separate action therefore shall not lie.”

Section 188 of the Civil Procedure Code Ordinance Nos, 2 of 1889 sets out the requirements of a decree: *“As soon as may be after the judgment is pronounced, a formal decree bearing the same date as the judgment shall be drawn up by the court in the form No. 41 in the First Schedule or to the like effect, specifying in precise words the order which is made by the judgment in regard to the relief granted or other determination of the action. The decree shall also state by what parties and in what proportions costs are to be paid, and in cases in the Primary Courts shall state the amount of such cost. The decree shall be signed by the Judge”.*

Section 192(1) confers a substantive and continuing discretion upon the court to award interest, not merely as a procedural formality, but as a measure of economic justice and fairness to compensate a party who has been kept out of money due to delay in payment. The purpose of this discretion is to prevent unjust enrichment and to ensure that the value of money is preserved, particularly in commercial and monetary claims. The presumption in Section 192(2), that a decree silent on post-decree interest amounts to a refusal, should not be applied inflexibly. Courts must have the flexibility to interpret their own judgments in light of the full record and context. Where the decree includes interest, and there is no express or implied refusal in the judgment, it can be argued that the court intended to exercise its discretion affirmatively, especially when interest is justified by statute, contract, mercantile custom, or equity.

Drawing on comparative jurisprudence, particularly from India, courts have recognised that even where judgments are silent on interest, decrees may reflect the broader purpose of the law if the omission was not deliberate. For instance, under Section 152 of the Indian CPC, courts have allowed judgments or decrees to be corrected where interest was inadvertently omitted. Additionally, in cases such as **Secretary Irrigation Department, State of Orissa v G.C.Roy [1992] 1 SCC 508** the Indian Supreme Court affirmed that interest may be implied where justice demands it.

This comparative insight supports a reading of Section 192 that does not automatically treat silence as rejection, but allows courts to treat interest as a natural incident of a money decree unless explicitly denied.

In perusal of the judgement of the Learned Additional District Court Judge, in the judgement dated 10.03.2008 the Learned Additional District Court Judge sets out “ඒ අනුව පැ.30 ලේඛනයේ අදාළ සම්පූර්ණ මුදල වන රුපියල් 44450/- + 47200/- = (91,650/-) මුදලද 1 සහ 2 විත්තිකරුවන්ගෙන් අය කර ගැනීමට පැමිණිලිකාරියට අයිතිය ලැබිය යුතුය. මේ අනුව සම්පූර්ණ වශයෙන් රුපියල් 2,600,150/- ක මුදලක් සහ නඩු ගාස්තු පැමිණිලිකාරියට 1, 2 විත්තිකරුවන්ගෙන් අය කර ගැනීමට අයිතිවාසිකම් ඇති බව තීරණය කරමි”.

The Judgement decree pronounced on or about 05.10.2015 reflects “එනම්, 1, 2 විත්තිකරුවන්ගෙන් එක්ව හෝ වෙන් වෙන්ව රුපියල් ලක්ෂ විසිපහක (2,500,000/-) මුදලක්ද, පැ.07, පැ.10 සිට පැ. 28, පැ.31 සිට පැ.36 දක්වා වූ රිසිට් පත්‍ර වලට අදාළ රුපියල් 8,500/- ක මුදලද, පැ.30 ලේඛනයේ අදාළ සම්පූර්ණ මුදල වන රුපියල් 44,450/- + 47,200/- = 91,650/- ක මුදල ද, වශයෙන් සම්පූර්ණ මුදල රුපියල් 2,600,150/-ක් අයකර ගැනීමට පැමිණිලිකාරියට අයිතිවාසිකම් ඇති බවට අණ කොට තීන්දු ප්‍රකාශ කරනු ලැබේ.

එමෙන්ම, එකී මුදල මත නඩු පැවරු දින සිට තීන්දුව ප්‍රකාශ කරන දිනය දක්වා නෛතික පොලියත් එම සම්පූර්ණ මුදල ගෙවා නිම කරන තෙක් එකතු වන මුදල් සඳහා නෛතික

පොලියන් අයකර ගැනීමට පැමිණිලිකාරියට අයිතිවාසිකම් ඇති බවට අණ කොට තීන්දු ප්‍රකාශ කරනු ලැබේ”.

Even though the Learned District Court Judge has not made any reference to interest in his judgement, he has placed his signature on the decree ordering that interest be paid. It is important to note that the Respondent in the prayer of their plaint at the District Court, have prayed for interest from the court.

Thereafter, when an issue relating to whether the Respondent was entitled to have interest was raised, the Learned District Court Judge held against the Respondent. The Learned High Court Judge has held in his analysis that the real question that should have been determined by the District Judge is whether the Plaintiff was entitled to legal interest to the decreed sum from the institution of the action. The Learned High Court Judge examines at length section 192 of the Civil Procedure Code in light of the decision in ***The Municipal Council of Colombo v Junkeer [1968] 71 NLR 85*** which held that notwithstanding legal interest has not been awarded in the Judgement can be awarded in the decree, and that section 192(3) talks of the “decree” and not the “judgement”, and deals with the situation between the date of the decree and date of they payment.

It is the Appellants' contention that **section 192 of the Civil Procedure Code** should not be considered in isolation but in conjunction with section **188 and 189(1)** and the definition of ‘decree’ contained in **section 5** of the Civil Procedure Code.

Section 188 of the Civil Procedure Code is as follows: “As soon as may be after the judgment is pronounced, a formal decree bearing the same date as the judgment shall be drawn up by the court in the form No. 41 in the First Schedule or to the like effect, specifying in precise words the order which is made by the judgment in regard to the relief granted or other determination of the action. The decree shall also state by what parties and in what proportions costs are to be

paid, and in cases in the Primary Courts shall state the amount of such cost. The decree shall be signed by the Judge”.

It is a well-established legal principle that the decree must be consistent with the judgment. However, it is equally recognised in law that interest may be awarded in the decree even if it is not expressly mentioned in the judgment. The learned District Judge is vested with the discretion to grant interest, and there is ample judicial authority supporting both positions.

With respect to the interpretation of Section 192(2), which addresses instances where the decree is silent on interest, the presumption that interest has not been awarded applies specifically to the decree. In the present case, however, it is not the decree but the judgment that is silent on the question of interest.

It is also pertinent to note that while the decree is typically prepared by the judgment creditor, the trial judge is obligated to examine and sign it. In this case, the learned trial judge has duly signed the decree, indicating that he would have reviewed its contents, including the provision for legal interest. His decision not to amend or reject that portion of the decree demonstrates his acceptance of the interest awarded. Had he disagreed with its inclusion, he would not have affixed his signature to the decree.

This Court must also take into account the nature and circumstances of the damages awarded. The compensation in question has been granted to a young girl who suffered permanent disability due to an injury to her left leg as a result of a tragic accident that occurred in 2008. The harm endured by the Respondent is not only severe and life-altering but has also affected her from a very early age, thereby amplifying the long-term consequences of her injury. The extent of the injuries suffered by the Respondent has been evidenced by the document marked **P6** and the testimony of Dr. Wasatha Perera who is a consultant Orthopedic Surgeon attached to the National Hospital.

It is further relevant to note, that this case has been mired in litigation for over seventeen years. This prolonged delay underscores the very rationale for the existence of legal interest, to ensure that judgment creditors are not unfairly prejudiced by the passage of time, particularly when delays in the legal process are beyond their control and often attributable to systemic inefficiencies or procedural complexities.

Legal interest operates as a safeguard against the erosion of the real value of damages due to inflation and the time value of money, and it ensures a degree of fairness by compensating for the delay in the actual realisation of the awarded sum. To deny interest in such circumstances would be to penalise the judgment creditor who is an innocent victim, for the inefficiencies of the judicial process. Such an outcome would be both inequitable and contrary to the principles of justice.

In ***Mahipala v Martin Singho* [2006] 2 Sri LR 272** the Plaintiff was awarded damages for the injuries sustained as a result of a motor accident due to the negligence of the defendant. In appeal, Wimalachandra J while affirming the judgement of the District Court, having found no interest has been ordered to the sum adjudged until payment in full, *ex mero mutuo* ordered the same, stating that the Courts needed to take into account “*The inflation in the economy and the depreciation of Sri Lankan Currency*”.

I refer to the last paragraph of the judgement of the Learned High Court Judge who stated that “*The plaintiff instituted the action in January 2004. A judgment of the District Court was delivered in March 2008. Appeal Judgment was delivered in April 2015. Between then and now nearly 13 years have lapsed for no fault of the plaintiff. The date of institution of the action is the date upon which the rights of parties are determined, and when the decree fixes the amount of damages due, they may be taken as fixed as on the institution of the action, and it is very reasonable, in the unique facts and circumstances of this case that legal interest is allowed on the decreed sum irrespective of the fact that the District Judge has*

not mentioned about it in the Judgment.” I am inclined to agree with this view of the Learned High Court Judge, as now, a further period of 9 years has lapsed since the appeal from the decision of the High Court of Civil Appeal in Colombo.

Legal interest is a discretionary remedy awarded by the judge on a case-by-case basis, taking into account the unique circumstances of each matter and cannot be applied as a rigid, formulaic standard. In the present case, denying the Respondent an award of legal interest would not only be inconsistent with the principles of equity but would also amount to a grave injustice, particularly in light of the prolonged and intense suffering she has endured. The Respondent has been permanently disabled due to the unfortunate incident at the heart of this litigation, an outcome that has not only altered the course of her life but also subjected her to immense physical pain, emotional trauma, and social hardship over an extended period.

The nature and severity of her injuries have led to the loss of her mobility, autonomy, and livelihood, resulting in a diminished quality of life. She has faced daily physical discomfort, the psychological burden of living with a permanent disability, and the emotional anguish of depending on others for basic needs. This is not merely a matter of financial compensation, but of recognising the suffering, loss of dignity, and emotional toll inflicted upon her. Legal interest, in this context, serves not only as a compensatory mechanism for the delayed receipt of justice but also as a symbolic acknowledgment of her pain and perseverance. Therefore, considering the totality of circumstances, it would be wholly inequitable to withhold such a sum from the Respondent after all these years.

Considering all matters above, I answer the question of law raised by the Appellants in the negative. For all the above reasons, I hold that there is no ground to interfere with the judgment of the Learned High Court Judge.

I affirm the judgment of the High Court of Civil Appeal of the Western Province Holden in Colombo dated 30.11.2016 and set aside the Order of the District Court of Colombo dated 14.06.2016. I direct the Appellants to settle the Respondent the amount she is due in full (Rs. 2,600,150/-) with legal interest to the decreed sum.

The Appeal is dismissed with costs.

JUDGE OF THE SUPREME COURT

MURDU N.B. FERNANDO P.C.CJ,

I agree.

CHIEF JUSTICE

A.H.M.D. NAWAZ J,

I agree.

JUDGE OF THE SUPREME COURT