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

In the matter of an appeal in terms of the High Court of the Provinces (Special Provisions) (Amendment) Act No.54 of 2006.

SC / APPEAL / 124 / 2018

SC (SPL) LA / 288 / 2017

WP / HCCA / 161 / 2012 (F)

DC Colombo: 95 / 2009 / DSP

James Sutcliffe,

Carrying on business under the name and style of "Port Evolution Managment"

The Coach House,

Hemingby,

Horncastle,

Lincolnshire LN9 5QF,

The United Kingdom.

PETITIONER

-Vs-

Carson Cumberbatch PLC,

61, Janadhipathi Mawatha,

Colombo 1.

RESPONDENT

AND THEN

Carson Cumberbatch PLC,

61, Janadhipathi Mawatha,

Colombo 1.

RESPONDENT – APPELLANT

-Vs-

James Sutcliffe,

The Coach House,

Hemingby,

Horncastle,

Lincolnshire LN9 5QF,

The United Kingdom.

PETITIONER – RESPONDENT

AND NOW BETWEEN

Carson Cumberbatch PLC,

61, Janadhipathi Mawatha,

Colombo 1.

RESPONDENT – APPELLANT – APPELLANT

-Vs-

James Sutcliffe,

The Coach House,

Hemingby,

Horncastle,

Lincolnshire LN9 5QF,

The United Kingdom.

PETITIONER – RESPONDENT – RESPONDENT

Before: S. Thurairaja, PC, J.

A.H.M.D. Nawaz, J. &

K. Priyantha Fernando, J.

Counsel: Avindra Rodrigo, PC with Raneesha de Alwise for the Defendant – Appellant – Appellant

Amrit Rajapakse with Mohan Rupasinghe for the Plaintiff – Respondent – Respondent

Argued on: 21.09.2023

Decided on: 12.03.2026

A.H.M.D. Nawaz, J.

1. This appeal is a sequel to an application made by the Petitioner – Respondent – Respondent (hereinafter referred to as "the Respondent") to the District Court of Colombo to register and enforce the judgement dated 4 June 2008 entered by the High Court of Justice, Queen's Bench Division, Commercial Court of England (the "English Court") by virtue of the Reciprocal Enforcement of Judgements Ordinance No. 41 of 1921 (hereinafter referred to as "the REJ Ordinance").

2. The Respondent, namely James Sutcliffe, who carried on business under the name and style of "Port Evolution Management" in the United Kingdom, had instituted an action in the aforesaid English Court against the Respondent – Appellant – Appellant (hereinafter referred to as "the Appellant") on 15 February 2008 to recover a sum of £271,323.38 together with interest and costs for services performed and related expenses under a consultancy agreement between the Respondent and the Appellant.

3. In their consultancy agreement, there was both an exclusive jurisdiction clause and a choice of law clause which stipulated that "this agreement shall be interpreted according to the laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts." It is admitted

by the Appellant that this exclusive jurisdiction clause was indeed agreed upon by both parties.

4. The English Court by its order dated 13 February 2008 gave permission to the Respondent James Sutcliffe to serve the claim form and particulars of claim upon the Appellant, who was outside its jurisdiction. Since service outside the United Kingdom jurisdiction was required, the Respondent's Solicitors, Messrs. Clyde & Co., employed the services of the Sri Lankan law firm John Wilson Partners to facilitate service of the claim form and the particulars of claim on the Appellant, which was resident in Sri Lanka.

5. It is the mode of service of the originating summons - if I may employ Sri Lankan terminology, that has given rise to this appeal. When the original documents were received in the office of John Wilson Partners in Colombo, it is undisputed that John Wilson Partners effected service in two ways;

    i) The original bundle of claim documents was personally delivered by a lawyer of the firm to the Legal Officer of the Appellant; and
    ii) A set of photocopies of the claim documents was sent by John Wilson Partners to the Appellant by registered post.

6. It is admitted that the Legal Officer of the Appellant placed her signature on the covering letter that had been personally hand-delivered to her, with the endorsement "Received", thereby formally acknowledging receipt of the documents. This Court notes with emphasis that this acknowledgment of receipt is not a matter in dispute. Thus, this is an instance where the process of a foreign Court was served on the Defendant in Sri Lanka both in person and by registered post, effected by a law firm in Sri Lanka retained by the Plaintiff in the United Kingdom Court.

7. Despite the service of the foreign summons and the bundle of claim documents on the Appellant both personally and by registered post, the Appellant did not enter an appearance before the English Court within the specified time. Consequently, the trial proceeded *ex parte* against the Appellant, and the English Court pronounced judgement in favour of the Respondent as prayed for.

8. It is in these circumstances that the Respondent made an application to the District Court of Colombo to register and enforce the judgement of the English Court and the associated Default Costs Certificate Order, by virtue of the REJ Ordinance. The District Court of Colombo by its order dated 26 March 2010 directed the registration of the judgement of the English Court in terms of Rule 4 of the Rules made under the REJ Ordinance.

9. Subsequently, the Appellant filed a petition dated 30 November 2010 seeking to set aside the registration of the judgement of the English Court and for the dismissal of the Respondent's application. At the conclusion of an inquiry, the learned District Judge, by his order dated 31 October 2012, allowed the Respondent's application for registration and enforcement. The Appellant then lodged an appeal to the Civil Appellate High Court of the Western Province, which by its judgement dated 16 March 2017 dismissed the appeal with costs. It is against this judgement of the Civil Appellate High Court that the Appellant has invoked the appellate jurisdiction of this Court. Leave was granted by this Court on 3 August 2018.

10. The questions of law before this Court, as crystallised at the hearing, are substantially as follows;

    (a) Whether the service of the process of the English Court, effected by personal delivery to the Appellant's Legal Officer and by registered post by an Attorney-at-Law of John Wilson Partners, constituted "due service" within the meaning of Section 3(2)(c)

of the Reciprocal Enforcement of Judgements Ordinance No. 41 of 1921;

(b) Whether, having regard to Section 14 of the Mutual Assistance in Civil and Commercial Matters Act No. 39 of 2000, the learned Judges of the High Court erred in failing to identify any other law or legal principle enabling the service in Sri Lanka of a summons issued by a Court outside Sri Lanka in relation to a civil or commercial matter; and

(c) Whether the learned High Court Judges erred in holding that notification effected through an Attorney-at-Law, without the formal sanction of the Court of that jurisdiction through the prescribed Central Authority mechanism, is sufficient notice to constitute due service upon the Appellant.

11. If one were to make sense of the aforesaid questions of law, they ultimately resolve into a single, principal inquiry; whether, in the specific context of registering and enforcing a foreign judgement under the REJ Ordinance, service of the originating summons effected through personal delivery to the Defendant's own Legal Officer and by registered post, by a local law firm retained by the Plaintiff's solicitors, constitutes "*due service*" sufficient to satisfy the requirements of Section 3 (2) (c) of the REJ Ordinance.

12. At this stage I would advert to the applicable legal framework.

The Reciprocal Enforcement of Judgements Ordinance No. 41 of 1921

13. The regime for registration and enforcement of foreign judgements in Sri Lanka is principally governed by the Reciprocal Enforcement of Judgements Ordinance No. 41 of 1921. It is under this Ordinance that the Respondent proceeded. Section 3 of the Ordinance is the pivotal provision, and it is necessary to set it out in its material parts;

"3. (1) Where a judgement has been obtained in a superior Court in the United Kingdom, the judgement-creditor may apply to the registering Court at any time within twelve months after the date of the judgement, or such longer period as may be allowed by the Court, to have the judgement registered in the Court, and on any such application the Court may, if in all the circumstances of the case they think it is just and convenient that the judgement should be enforced in Sri Lanka, and, subject to the provisions of this section, order the judgement to be registered accordingly."

"(2) No judgement shall be ordered to be registered under this section if -- ... (c) the judgement-debtor, being the defendant in the proceedings, was not ***duly served*** *with the process of the original Court and did not appear notwithstanding that he -- (i) was ordinarily resident, or (ii) was carrying on business within the jurisdiction of that Court, or (iii) agreed to submit to the jurisdiction of that Court; or ..."*

14. The expression *"duly served"* in Section 3 (2) (c) is therefore the keystone of the Appellant's challenge. The Appellant has strenuously argued that service effected by a private law firm rather than through the formal Central Authority mechanism does not constitute "due service" under the Ordinance. For the reasons I shall set out, I am unable to accept this contention.

15. At the outset, it must be noted that the expression "duly served" does not carry a technical, immutable definition that is frozen in time or confined to the domestic procedures of Sri Lankan Courts. The REJ Ordinance, being

an instrument of reciprocal enforcement of foreign judgements, must be interpreted in a manner that is consonant with its object and purpose namely, to facilitate the recognition and enforcement in Sri Lanka of judgements lawfully obtained in the United Kingdom, provided that the fundamental requirements of natural justice including notice have been satisfied.

16. The Appellant has attempted to draw a distinction between "service of summons" and "due service of summons." In my considered view, this distinction, while conceptually attractive, does not survive scrutiny in the context of the present facts. Section 3 (2) (c) does not mandate a particular mode or channel of service. It asks, simply, whether the judgement-debtor was "duly served." The word "duly" connotes propriety and adequacy, not technical perfection through a single prescribed channel. Where it is admitted, as it is in this case, that the Appellant's own Legal Officer received the documents in person and acknowledged receipt in writing, and that the documents were additionally conveyed by registered post, it would be an affront to legal common sense to hold that there was no due service.

The Mutual Assistance in Civil and Commercial Matters Act No. 39 of 2000

17. A principal argument advanced by the Appellant before all three Courts below is that service of foreign process in Sri Lanka is governed exclusively by the procedure laid down in the Mutual Assistance in Civil and Commercial Matters Act No. 39 of 2000 (the "Mutual Assistance Act"), and that service must be effected through the Central Authority being the Secretary to the Ministry of Justice as set out in Sections 5 and 6 of that Act. It was submitted that since the service in this case did not pass through the Central Authority, it was not "due service."

18. I firmly reject this submission. The Mutual Assistance Act does provide a procedure based substantially on the mechanism prescribed by the Hague Convention on the Service Abroad of Judicial and Extra-Judicial

Documents in Civil or Commercial Matters (1965). Under the Hague Convention framework adopted in Sections 5 and 6 of the Mutual Assistance Act, a foreign Court may transmit a request to serve process to the Central Authority of the receiving State, which then arranges service within that jurisdiction. However, the critical question is whether this procedure is mandatory and exclusive, or whether it is merely one of several permissible methods.

19. The answer is provided unequivocally by Section 14 of the Mutual Assistance Act itself, which states as follows;

> *"14. The provisions of this Act shall be in addition to, and not in derogation of, the provisions of any other law, enabling the service in Sri Lanka, of any summons or other document issued by a Court outside Sri Lanka in relation to a civil or commercial matter, or enabling the taking of evidence in Sri Lanka or the performance of any other judicial act in Sri Lanka, for the purposes of a proceeding in relation to a civil or commercial matter arising outside Sri Lanka."*

20. This provision is, in my view, dispositive of the Appellant's argument. Section 14 expressly declares that the procedure under the Mutual Assistance Act is additive and not derogatory of any other law that enables service of foreign process in Sri Lanka. It does not state that the Central Authority mechanism is the only lawful method of service. It does not repeal or override any other mode of service recognised by law. On the contrary, it explicitly preserves all other methods.

21. The Civil Appellate High Court correctly appreciated this when it interpreted Section 14 as extending the scope of permissible service to include any other method recognised by law and by legal principle. I endorse this progressive and purposive interpretation unreservedly. Section 14,

properly read, is a savings clause of the widest amplitude. It ensures that the procedural mechanisms under the Mutual Assistance Act supplement rather than supplant all pre-existing and other lawful modes of service.

22. This interpretation is not merely consistent with the text; it is compelled by the evident purpose of the legislation. If the legislature had intended the Central Authority mechanism to be the sole and mandatory mode of serving foreign process in Sri Lanka, it would have been a simple matter to say so in express terms. The fact that Section 14 is framed in the language of preservation and addition "in addition to, and not in derogation of" admits of no other construction.

The Domestic Jurisprudence on Service of Summons

23. The Appellant has relied extensively upon the line of Sri Lankan authorities dealing with the imperative nature of service of summons. It was strenuously emphasised that service of summons is a mandatory requirement of our law in order to confer jurisdiction on any Court, and that failure to serve summons goes to the root of jurisdiction and renders the entire proceedings a nullity. In this regard, the Appellant invoked the leading case of ***Ittepana v. Hemawathie***[1] , where Sharvananda J. (as His Lordship then was) held;

> *"Failure to serve summons is a failure which goes to the root of the jurisdiction of the Court to hear and determine the action against the defendant. It is only by service of summons on the defendant that the Court gets jurisdiction over the defendant."*

24. The importance of this dictum cannot be understated, and I entirely endorse it as a statement of fundamental principle in Sri Lankan civil procedure. Service of summons or notice of proceedings is a condition precedent to jurisdiction. This proposition is beyond controversy. However, the critical

[1] [1981] 1 Sri L.R. 476

question in the present case is not whether summons was served, but whether what transpired in this case amounts to "due service."

25. On this question, I note the following with care. The Appellant does not deny and indeed explicitly admits that the process of the English Court was physically received by its Legal Officer. The Appellant's own Legal Officer signed in acknowledgment of receipt. The Appellant's contention is not that it had no notice of the proceedings, but rather that the manner of service was not "due" because it was not effected through the Central Authority or through the Fiscal under Section 55 (1) of the Civil Procedure Code.

26. This argument extracts from the Ittepana a principle the case does not establish. The ***Ittepana case***, and the cases that follow it, including ***Leelawathie v. Jayaneris & Others***[2] and ***Joyce Perera v. Lal Perera***[3], lay down that summons must be physically served on the defendant, which was done in the present case. These authorities hold that service by the Fiscal under Section 55 (1) of the Civil Procedure Code is the proper method for domestic service of Sri Lankan Court summons. They do not address, and do not purport to address, the service of foreign process in Sri Lanka. The Appellant itself concedes in its own submissions that "the Civil Procedure Code does not specify the procedure to be adopted in respect of serving summons of an original Court to a Defendant within Sri Lanka." Having made this concession, the Appellant cannot now fall back upon Section 55 (1) of the Civil Procedure Code to invalidate a service that all parties agree was physically accomplished.

27. The principle to be extracted from the domestic jurisprudence is two-fold; first, that summons must be physically served on the Defendant; second, that in domestic proceedings, service is ordinarily to be effected through the Fiscal. The first principle has been satisfied in the present case beyond all

[2] [2001] 2 Sri L.R. 231
[3] [2002] 3 Sri L.R. 8

dispute. The second principle is, by the Appellant's own admission, inapplicable to service of foreign process. In these circumstances, the reliance upon the domestic procedural cases to defeat a service that was admittedly accomplished in fact, is misplaced.

The Hague Service Convention and its Application to the Present Case

28. It has been submitted on behalf of the Respondent and the submission has not been effectively countered that by virtue of Sri Lanka's Declaration under Article 10 of the Hague Service Convention, and the United Kingdom's corresponding Declaration, the service effected in this case is entirely consistent with international practice.

29. Article 10 of the Hague Service Convention provides, subject to the State of Destination not objecting, for the freedom to send judicial documents by postal channels directly to persons abroad [Article 10 (a)], and the freedom of judicial officers, officials and other competent persons of the State of Origin to effect service directly through the corresponding persons in the State of Destination [Article 10 (b) and (c)].

30. Sri Lanka, in its Declaration under Article 10, has stated that it "has no objection to the procedure set out in Paragraph (b) thereof" that is to say, Sri Lanka expressly accepts service effected through competent persons in Sri Lanka by competent persons in the State of Origin, without objection. Sri Lanka has not accepted the procedures in Article 10 (a) and (c). However, since the service in this case was effected through John Wilson Partners as the competent local firm a mode of service squarely within the scope of Article 10 (b) Sri Lanka's Declaration is consistent with, and supportive of, the service that was effected.

31. It has further been submitted that an Attorney-at-Law would qualify as a "competent person" in terms of the Hague Convention. This submission is well-founded. The United Kingdom Foreign and Commonwealth Office

confirmed in its communication dated 11 September 1980 to the Permanent Bureau of the Hague Convention that its own Declaration does not preclude any person in another Contracting State who is interested in a judicial proceeding, including his lawyer, from effecting service in the United Kingdom "directly through a competent person other than a judicial officer or official, e.g., a solicitor." In 2003, the United Kingdom further confirmed a clear preference for direct service on residents of England and Wales being effected through a solicitor in that jurisdiction.

32. By parity of reasoning, a licensed Attorney-at-Law in Sri Lanka is clearly a "competent person" for the purpose of effecting service in Sri Lanka on behalf of a foreign litigant. There is, as has been submitted, nothing repugnant to law, principle, or international convention in the process of the English Court being directly served on the Appellant by an Attorney-at-Law retained by the Respondent's firm of solicitors.

The Accepted Practice of Direct Service by Attorneys-at-Law in Sri Lanka

33. The Appellant's contention that an Attorney-at-Law is under no circumstances competent to serve documents on a party is, in my view, not only untenable as a matter of law but also contrary to well-established and widely observed practice in Sri Lanka.

34. It is a matter of common knowledge of which this Court takes judicial notice that there exists a well-established practice of serving documents directly by a registered Attorneys-at-Law in Sri Lanka, even in a purely domestic legal context, in situations not governed by the Civil Procedure Code. In applications for leave to appeal, revision applications, writ applications, and fundamental rights applications before the Court of Appeal and this Court, the established practice is for the Petitioner's registered Attorney-at-Law to serve the bundle of documents including petition, affidavit, and annexures, along with the motion directly by registered post or by courier on the

Respondent. A copy of the registered postal receipt is thereafter annexed to the motion filed in Court. This Court, when satisfied that the documents have been served on the Respondent in sufficient time, may proceed to support the matter for interim relief *ex parte*, even though the Respondent is absent and unrepresented.

35. In each of these situations, when the Respondents subsequently appear in Court in response to the documents that had been served on them by the Petitioner's Attorney-at-Law, no further notice by Court is issued to them. It would be entirely incongruous and indeed absurd to contend that all such proceedings are a nullity because the initial notice was not issued through the Court at the outset. If that argument were correct, the vast majority of fundamental rights applications, writ applications, leave to appeal applications, and revision applications filed in the Appellate Courts of Sri Lanka would have to be dismissed. The law does not contemplate such a result, and this Court does not accept it.

36. The Appellant's own conduct in the proceedings before the District Court further underscores the hollowness of its argument. When the Respondent proceeded to support the application for registration of the judgement in the District Court for the first time *ex parte*, the Appellant appeared without notice and objected to the registration. The Appellant thereafter continued to participate fully in the District Court action, even though the Court had not ordered formal notice to issue on the Appellant through the Fiscal as provided in Rule 6 of the Rules under the REJ Ordinance, and no such notice had been served through the Fiscal. For the Appellant to now assert that the entire proceedings are a nullity on account of the mode of the original service is, in the circumstances, both disingenuous and entirely without merit.

The Principal Finding: Due Service Was Effected

37. Drawing together the foregoing analysis, I am firmly of the view that the service of the process of the English Court on the Appellant was "due service" within the meaning of Section 3 (2) (c) of the REJ Ordinance, for the following cumulative and independently sufficient reasons;

38. **First**, the bundle of original claim documents, comprising a certified copy of the Court order dated 13 February 2008, the claim form and particulars of claim, the acknowledgment of service form, the notes for defendant, the admission form, and the defence and counterclaim form, was physically and personally delivered by an Attorney-at-Law of John Wilson Partners to the Legal officer of the Appellant. The Appellant's own Legal officer signed the covering letter with the endorsement "Received." This constitutes, beyond any doubt, actual and effective notice of the proceedings.

39. **Second**, in addition to the personal service, a set of photocopies of the same documents was dispatched to the Appellant by registered post, and the Registered postal article delivery receipt was secured and is part of the record. Thus, service was doubly accomplished both in person and by post.

40. **Third**, the documents served were not defective in their contents. They constituted the full set of process of the English Court. The acknowledgment of service form and the notes for Defendant clearly set out the time periods within which the Appellant was required to respond. The relevant time limits were written in pen on both those forms. Everything was explained so that any lay person could understand what was expected of him or her. The suggestion that the documents were defective because they did not bear a specific date for appearance before the English Court is uninformed; the procedure in the United Kingdom does not contemplate a fixed "date to appear in court" in the Sri Lankan sense. The pre-trial procedure in the United Kingdom is self-explanatory from the documents themselves.

41. **Fourth**, the Mutual Assistance Act procedure, being one of several permissible methods by virtue of Section 14, was not the only lawful mode of service. Its non-adoption does not render the service "not due."

42. **Fifth**, under Sri Lanka's Declaration to the Hague Service Convention under Article 10 (b), service effected through competent local persons at the instance of competent persons in the State of Origin is expressly accepted, subject to no objection by Sri Lanka. Sri Lanka has raised no objection to such a mode of service. A licensed Attorney-at-Law is a competent person within the meaning of that Declaration.

43. **Sixth**, the Appellant had agreed by contract to submit to the exclusive jurisdiction of the English Courts. Having agreed to that jurisdiction, the Appellant cannot now rely upon technical arguments about the mode of service to escape a judgement duly obtained in that Court against it. The element of estoppel is also in play: having had actual notice of the proceedings and having chosen to ignore the English Court, and having subsequently appeared and participated in the Sri Lankan proceedings without once suggesting that the service was null, the Appellant cannot at this late stage manufacture a challenge on the basis of the mode of service.

Global Resonance: The International Practice of Direct Service

44. The question of whether direct service of foreign process through a local law firm without routing through an official Central Authority constitutes valid service is not a novel one in the global juridical landscape. It has been addressed in numerous jurisdictions, and the weight of international authority is firmly in favour of the validity of such service, subject to the laws of the receiving State not requiring otherwise.

45. Under the Hague Service Convention, which has been adopted by over 80 States, the Central Authority channel under Article 5 is the primary but not exclusive route for service abroad. Article 10 of the Convention

preserves alternative methods of service, including postal service [Article 10(a)] and direct service through competent persons [Article 10(b) and (c)], subject to the declaration of the receiving State. Numerous Contracting States have declined to object to one or more of these alternative methods, thereby expressly permitting direct service without resort to the Central Authority.

46. The underlying rationale for this approach is rooted in the fundamental purpose of service; to give the Defendant actual notice of the proceedings so that he may appear and defend himself. When actual notice is achieved as unquestionably was the case here the procedural machinery by which that notice was conveyed becomes secondary to the substantive reality. The formalism that the Appellant urges upon this Court that service must pass through a Central Authority even though the defendant's own Legal Officer has received and acknowledged the documents is not consonant with the global trend towards facilitating cross-border litigation by permitting flexible and effective modes of service.

47. Moreover, the United Nations Commission on International Trade Law (UNCITRAL) Model Law on International Commercial Arbitration and the developing body of private international law doctrine both reflect a preference for recognising service as valid where actual receipt is established, even if the formal mode prescribed by convention or statute was not followed to the letter. The trend in comparative jurisprudence is clearly towards effectiveness over formalism where due notice has in fact been accomplished.

48. I am therefore of the view that the conclusion I reach in this judgement that dual service by personal delivery and registered post through a local law firm constitutes "due service" of foreign process in Sri Lanka is not merely correct as a matter of Sri Lankan domestic law, but is also consistent with the preponderant direction of international practice and principle.

49. For the reasons set out in this judgement, I hold as follows;

(a) The service of the process of the High Court of Justice, Queen's Bench Division, Commercial Court of England, effected by personal delivery to the Legal Officer of the Appellant and by registered post, by an Attorney-at-Law of John Wilson Partners on the instructions of the Respondent's solicitors Messrs. Clyde & Co., constituted "due service" within the meaning of Section 3 (2) (c) of the Reciprocal Enforcement of Judgements Ordinance No. 41 of 1921.

(b) The procedure under the Mutual Assistance in Civil and Commercial Matters Act No. 39 of 2000 is, by virtue of Section 14 of that Act, one among several permissible modes of service. It is additive and not exclusive. Failure to employ the Central Authority mechanism under that Act does not, by itself, render service of foreign process defective or null.

(c) Section 14 of the Mutual Assistance Act, properly construed, preserves and supplements all other laws and legal principles enabling service of foreign process in Sri Lanka. The Civil Appellate High Court's progressive interpretation of this provision is correct and is hereby affirmed.

(d) Sri Lanka's Declaration under Article 10 (b) of the Hague Service Convention expressly accepts service effected through competent persons in Sri Lanka without objection. A licensed Attorney-at-Law in Sri Lanka is a competent person for this purpose.

(e) The Appellant, having agreed by contract to the exclusive jurisdiction of the English Courts and having received actual

and acknowledged notice of the proceedings, cannot now be permitted to defeat the legitimate enforcement of a valid foreign judgement by resorting to technical arguments concerning the mode of service.

50. Accordingly, the questions of law raised on behalf of the Appellant are answered against the Appellant. The judgement of the Civil Appellate High Court of the Western Province dated 16 March 2017 is affirmed. The appeal is dismissed with costs.

Judge of the Supreme Court

S. Thurairaja, PC, J.

Judge of the Supreme Court

I agree

K. Priyantha Fernando, J.

Judge of the Supreme Court

I agree