

# **An account of the ancient “Sangamu” Temple Inscription describing the fundamentals of the modern Law of Contract**

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## **Abstract**

Enrollment factors can be seen as a type of source that is used to study Sri Lankan history. The main functions of the registrations are the confirmation, rejection, absence and the identification of new information relating to literary sources. Inscriptions help to uncover historical information from around the 3rd century BC, according to the information that has been confirmed so far in the history of Sri Lanka. The contents of the earliest inscriptions give priority to the disclosure of religious information. But these inscriptions can be introduced as the main source for later real-time disclosure of political, social and economic information. At the time of Polonnaruwa kingdom, these inscriptions, which gradually developed, multiplied in quantity and content. It is not incorrect to say that these have been considered as a type of legal documents by the State authority according to their content and the nature of their issuance. Studies have shown that these enrollment documents have been used to communicate government administrative policies, economic, religious, social and cultural principles, and rules of necessity to the public.

This inscription of Sangamu temple timed about 1200 A.D., was used in studies as an ancient vital document of the country's past. This has been

documented as a reconciliation between King Gajabahu II and King Parakramabahu I of the Polonnaruwa kingdom. The researchers who looked at this listing recognized it as a legal document related to contracts. Moreover, the views of Senarath Paranavithana, Kotmale Amarawansa Thero and other researchers who interpreted and studied this inscription were examined.

Libraries will adopt a study-based approach as the primary approach to research. This will fall under qualitative analysis and data collection will be done through primary sources and also secondary sources written on the subject. The study was based on local literature and archaeological sources as well as modern local and foreign legal papers, judgments and opinions of lawyers. Special attention was paid to the information contained in the inscription of the Sangamu temple in connection with the research. By identifying such homogenous factors, the research will lead to conclusions regarding the relationship between the creation of old contracts and modern contract law.

According to this study it proves that there are similarities in fundamentals between the Sangamu temple inscription issued as a reconciliation in 1200 A.D and the currently executed Law of Contract of the country.

**Keywords: Inscription of Sangamu Temple, Modern Contract Law, Polonnaruwa Period, Fundamentals of Law, King Parakramabahu I**

## **Introduction**

Factors of inscriptions can be considered as a type of source which is used to study the Sri Lankan history. The main functions of inscriptions are confirming, discarding, providing lacks and identifying novel information regarding literary sources. Even though the current studies confirm that initial inscriptions found from 300 B.C are limited to religious information,

they were also found to consist of the country's political, social, economic, and cultural information with time. During the Polonnaruwa kingdom, these inscriptions which were gradually evolving increased in terms of its quantity and contents. It is not false to say that these were considered as a type of legal documents by the state authority according to their contents and nature of issuing. It has been proven by studies that these inscriptional documents have been used to communicate government administrative policies, economic, religious, social, cultural principles and rules of necessity to the public.

This Sangamu temple inscription timed around 1200 A.D has been utilized in studies as a vital ancient document of the country's past. This has been documented as a reconciliation between King Gajabahu II and King Parakrambahu I of the Polonnaruwa kingdom. (Epigraphy Zeylanica., IV, No. i,4-5pp) Scholars who have studied this inscription has acknowledged it as a legal document related to contracts. The main objective of this study is to compare and contrast the main factors of the inscription with the fundamentals of the prevailing Law of Contract in the country. Thereby the modern legal concepts (restricting factors) necessary for the creation of a contract will be compared with factors in this inscription which were composed centuries ago while focusing more on the homogeneity of both. Most nearly, the main features of the Law of Contract can be seen in the Sangamu temple inscription. Therefore, this research article is presented by observing whether the background of creating an old contract has been consistently evolved until the present and by taking it as the main research problem.

## **Research Methodology**

A library study-based approach will be taken as the main methodology of this research. This will fall under qualitative analysis and data collection will be done through primary sources and also secondary sources written on the subject. This study was based on local literature and archeological sources as well as local and foreign modern legal documents, judgements and opinions of lawyers. A seminal focus was catered towards the information in the Sangamu temple inscription related to the research. Further, the opinions of Senarath Paranavithana, Kotmale Amarawansa Thero and other scholars who have interpreted and studied about this inscription were considered. In addition, the opinions of lawyers showcasing how the Law of Contract is used in the country's English and Tort Law which elaborate on the basic details of the Law of Contract were taken into account. There, the fundamentals of the Law of Contract built from the opinions of English and Local lawyers were comprehended while comparing them with the contents of the Sangamu temple inscription to study their homogeneity. Through the identification of such homogenous factors, the research will come into conclusions regarding the relationship between the creation of old contracts and the modern Law of Contract.

## **Discussion and Results**

A Sangamu temple inscription (Epigraphy Zeylanica., IV, No. i,4-5pp) can be found in the present Kurunegala District, Gokarella but it is on the verge of destruction. This was composed by the authorship of King Gajabahu II, ruler of Polonnaruwa and King Parakramabahu I, ruler of Maya country in 1200 A.D (A.D. 1132) and 1164 A.D according to Mahawamsa (Mahawamsa: 62:05-06), (Paranavithana: 1943, 4-5). The main aim of composing this article is to present a legally enforced article which confirms

the contemporary political needs on the succession of the Statehood (Paranavithana: 1972:431). In accordance with that objective, the association for state heritage between brother-in-laws Gajaba II and Parakramabahu I can be considered subjective than objective. It says when a person is not consciously agreeing with something but agrees to it based on a specific need which ignores psychoanalysis. Accordingly, one party is acting as if it agrees with some particular aspect. There, not agreeing with one's mind is adequate for legal purposes (Trietel: 1956, 69-72). In the Sangamu temple inscription, the agreement between Prince Gajabahu and Prince Parakramabahu to own the power of the state was of a psychoanalytic view. It also becomes subjective because the agreement which happens there legally confirms the legality of the future statehood. Another restricting factor is that when one party among the others is a monopoly, the other party actually cannot make a choice (Weeramanthry: 1967, 98). At the time of entering a contract, it is a factor regarding freedom. It is very important that the parties are in similar conditions when entering a contract. If the parties are not similar in factors regarding the contract, there can be a crisis when it is legally executed. When comparing this factor with the Sangamu temple inscription, there was some similarity of authority between the two when Gajabahu II became the ruler of Polonnaruwa and Parakramabahu I became the ruler of Maya Country, though there seemed to be an incongruence of power when crowning. The dissimilarity between the two parties was of the age factor. According to the facts in the Sangamu temple inscription, the younger King Parakramabahu has some advantage than King Gajabahu agreeing with the next succession. The third restricting factor is enforcing limitations and expecting some amount of discipline from the two parties which are legally entering the contract (Trietel: 1956, 172). This factor is proven in the contract of the Sangamu temple inscription where the negligence of the interference of

monks, offering of a religious protection and main factors which impact the contract is a punishable offence. In addition, the modern Law of Contract shows how a condition which is not mentioned in the contract can be assumed to be there i.e. implied condition. This factor is mentioned in the reconciliation while confirming the state authority and agreeing to legally execute the succession of state heritage is publicized as an implied condition. The other most important factor of a contract is the binding nature it has with the legal force. This suggests that a party can legally enforce a contract by a said authority. If at such instance, the contract is broken or not fulfilled, the particular party can get it fulfilled or through legally bound agreements. This is also described in the Sangamu temple inscription as common agreements and the aftermath of unfulfilled contracts. Further, the legal document made according to the Law of Contract should consist of three copies. Two copies should be distributed among the particular parties while the other is to be kept with the lawyer who composed it (Pollock: 1970,2001). This fact is being proven as one copy of the Sangamu temple inscription is in the Southern Kurunegala area of King Parakramabahu's ruling region while the other is in the Medirigiriya Rajarata ruler King Gajabahu as said in the chronicles. However, the latter is not to be found as per today.

## **Conclusion**

The Law of Contract which is being executed today is a result of the arrival of the Dutch who ruled the coastal areas in the 1700 A.D. It is not a secret that this law which is evolved to present is being executed according to the European theories. Nevertheless, according to the above discussion it proves that there are similarities in fundamentals between the Sangamu temple inscription issued as a reconciliation in 1200 A.D and the currently executed Law of Contract of the country. Even though the Law of Contract of

countries like Sri Lanka and Africa which operates according to the current Dutch Law is based on the English Law and Roman Dutch Law, it is proven that the fundamentals of a contract in the past is in congruence with and similar to the current Law of Contract.

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