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**IN THE DISTRICT COURT OF COLOMBO**

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NIHAL SRI AMERESEKERE of  
No.167/4, Sri Vipulasena Mawatha,  
Colombo 10.

PLAINTIFF

No.3231/Sp1.

- VS -

HOTEL DEVELOPERS (LANKA) LIMITED, formerly known  
as LANKA JAPAN HOTELS LIMITED, and of No.16,  
Alfred Place, Colombo 03, with an Operational  
Office at 1000, Echelon Square, Colombo 1.

DEFENDANT

WE MOVE that the Court be pleased to make Order for NOTICE to issue to the Defendant Company abovenamed, under Section 104 of the Civil Procedure Code (through its Registered Attorney-at-law) to produce the Documents referred to in the Notice annexed hereto marked "C" for inspection by the Plaintiff's Attorneys-at-law and/or the Plaintiff and to furnish them with photocopies thereof (the costs of which the Attorneys-at-law for the Plaintiff shall pay) within 10 days from the date of service of the said Notice.

WE ALSO MOVE that the Notice be issued in Form 29 in the 1st Schedule to the Civil Procedure Code, a copy of which is annexed hereto marked "C".

WE further MOVE that the Court be pleased to call this Case on 29th April 1992, to enable the Plaintiff's Counsel to support this Motion.

Colombo, 27th of April 1992



Attorneys-at-law for Plaintiff

C

NOTICE OF ORDER UNDER SECTION 104 OF THE CIVIL PROCEDURE CODE

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HOTEL DEVELOPERS (LANKA) LIMITED, formerly known  
as LANKA JAPAN HOTELS LIMITED, and of No.16, Alfred  
Place, Colombo 03, with an Operational Office at  
1000, Echelon Square, Colombo 1.

DEFENDANT

To:

The Defendant Company abovenamed

(To be served through its registered Attorney-at-law Mr. T.G. Guneratne, Attorney-General's Department, Hulftsdorp Street, Colombo 12.)

Take Notice that the Plaintiff abovenamed requires you to produce for inspection by his Attorneys-at-law and/or by him the documents referred to in the Schedule hereto and also furnish them with photocopies thereof within 10 days from the date of service of this Notice on you (the costs of which the Attorneys-at-law for the Plaintiff shall pay)

SCHEDULE

1. Letter of Award for Construction dated 30.03.83 issued by the Defendant Company abovenamed to the Mitsui & Co. Ltd., and Taisei Corporation both of Japan, for the fixed price turnkey construction of the Colombo Hilton Hotel.
2. Copy of the Original Architectural Plans submitted, in October '83 to the Urban Development Authority and approved by them in March '84, bearing their seal of approval and the signature and seal of the Defendant Company abovenamed.
3. Copy of the Original Architectural Plans tabled and approved at the Meeting of the Board of Directors of the Defendant Company abovenamed on 07.01.84, together with the relevant legal Agreements/Contracts, wherein the Board had noted that the Colombo Hilton Hotel was to comprise of 452 Hotel Guest Rooms.
4. Copy of the Original Architectural Plans/Drawings and Technical Specifications that formed part and parcel of the Construction Agreement, as stipulated therein, bearing the signatures of all the parties to such Construction Agreement.
5. Copy of the Exhibit "A" that defined the scope of Supplies of Furnishings,

6. Copy of the priced and certified Specified Bills of Quantities for the completed Colombo Hilton Hotel.
7. Copy of the certified detail Final Measurements of the completed Colombo Hilton Hotel.
8. Written approval from the Defendant Company abovenamed to Kanko Kikaku Sekkeisha Yozo Shibata & Associates, Architects & Designers of Japan authorising and/or approving the amendment/alteration of the originally approved Architectural Plans of the Colombo Hilton Hotel.
9. Written Agreements for such aforesaid amendments, as amendments to the Construction Agreement, Design & Supervision Contract, Loan Agreement and the Investment Agreement, signed by all parties to such Agreements/Contracts, as required by such Agreements/Contracts, for effecting such aforesaid amendment and/or alteration of the originally approved and agreed Architectural Plans.
10. Written Agreements for such aforesaid amendments, as amendments to the Supplies Contract, Loan Agreement and the Investment Agreement, signed by all parties to such Agreements/Contracts, as required by such Agreements/Contracts, as a consequence of such aforesaid amendment and/or alteration of the originally approved and agreed Architectural Plans, resulting in variations and/or reductions and/or alterations and/or amendments to the scope of Supplies of Furnishings, Fixtures & Equipment to have been made under such Supplies Contract.
11. The abovenamed Defendant Company's Board Approval for the amendment/alteration of the Original Architectural Plans and the abovenamed Defendant Company's Board Approval for such Amended Architectural Plans of July '85.
12. Copies of all Documents filed of record by the Defendant Company abovenamed and other Documents that may be relied upon by the Defendant Company abovenamed to prove its Case.

By Order of Court

Registrar

This            day of April 1992.