

Japanese Government pressurized cover-up of fraud on Sri Lanka Government by Mitsui & Taisei

LITIGATION ON FRAUD

Nihal Sri Ameresekere instituted on 13th September 1990 in the District Court of Colombo, a derivative action in law on grounds of a major fraud in the construction of the Colombo Hilton Hotel by Japanese Companies, Mitsui & Co. Ltd., and Taisei Corporation (Mitsui & Taisei), together with Architects, Kanko Kikaku Sekkeisha Yozo Shibata & Associates (KKS), which was funded on State Guarantees issued to Mitsui & Taisei by the Government of Sri Lanka.

Nihal Sri Ameresekere was compelled to institute on 11th January 1991 in the District Court of Colombo, a further derivative action in law, when the Hilton Hotel owning Company, Hotel Developers (Lanka) Ltd. (**HDL**), *controlled directly and/or indirectly by Mitsui & Taisei*, subsequently had endeavoured to adopt the Annual Accounts of HDL as authentic, with the object of *suppressing* the aforesaid major fraud, which was already before the District Court of Colombo, with Enjoining Orders having been promptly issued in the above Case.

In both the above Cases, the District Court of Colombo promptly issued Enjoining Orders. In the first Case, preventing any payments to Mitsui & Taisei by HDL and/or by the Government of Sri Lanka under the State Guarantees. In the second Case, enjoining the adoption of the said Annual Accounts of HDL.

Thereafter, upon an *inter-partes* inquiry, Interim Injunctions were issued on 28th October 1991 in the first Case by the District Court of Colombo, preventing any payments to Mitsui & Taisei by HDL and/or by the Government of Sri Lanka under the State Guarantees, *inter-alia*, the District Court of Colombo had observed thus:

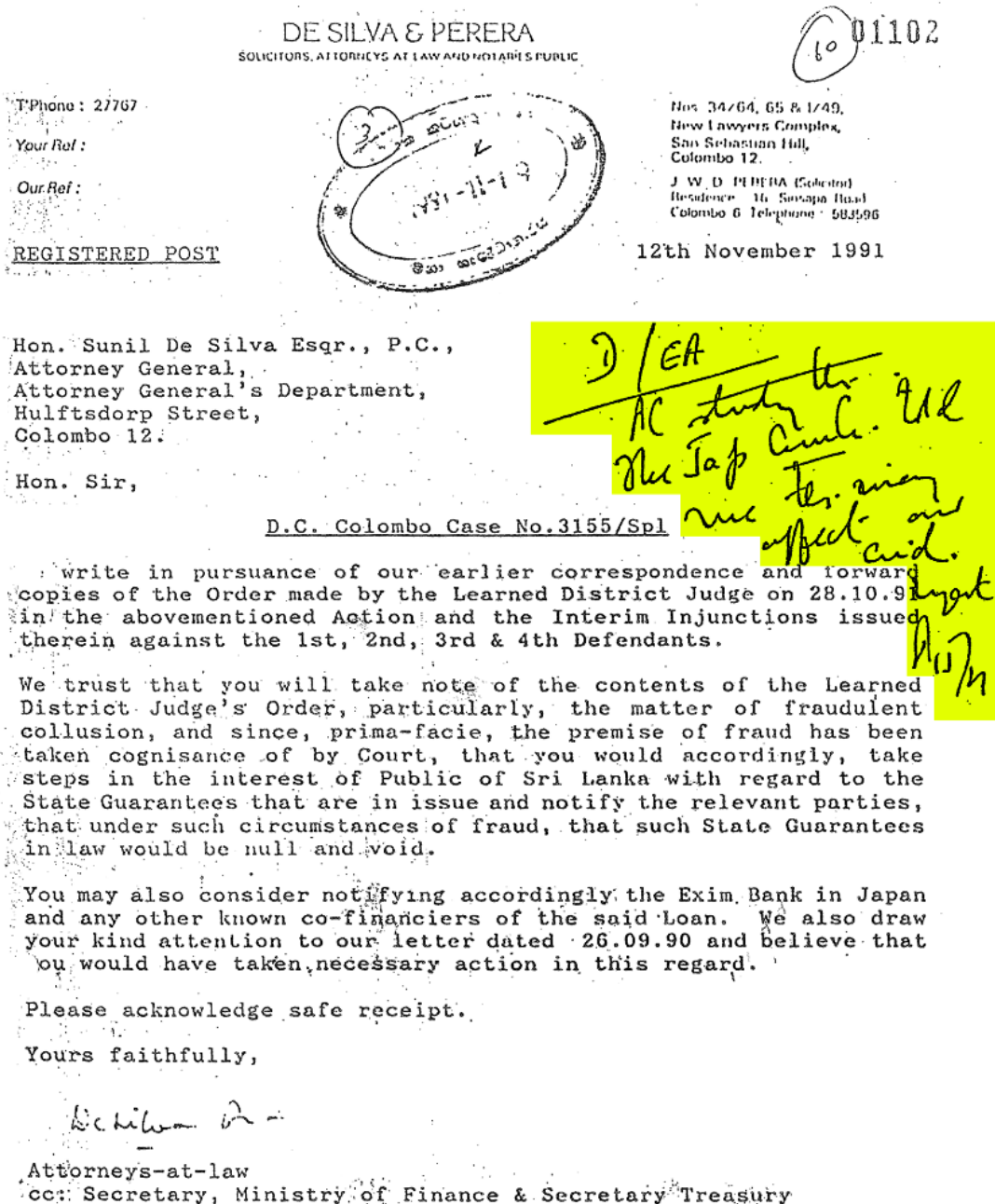
- # *the Contractors (Mitsui & Taisei + KKS) having performed a lesser volume of work, have attempted to obtain a larger sum of money ... and the Plaintiff having raised the question concerning the basis for the payment of monies.*
- # *the other Defendants, (HDL Directors), as persons having connections concerning the said Hotel business, having intervened therein in such matter, acting to obtain the said monies, had not readily acted to conduct a correct examination.*
- # *they (HDL Directors) having prevented such correct examination, were attempting to, howsoever, effect the payment of monies.*
- # *they (HDL Directors) are exercising the influence, that they have gained in society, acting together with the Company, to prevent the raising of the questions concerning the matters of the work in connection with the Contracts, the Prospectus ...*
- # *their (Mitsui & Taisei + KKS + HDL Directors) collaboration was adverse to the interest of the Shareholders of the Company (HDL), and that they were acting through such collaboration, in a manner amounting to defeat the interests of the Shareholders of the Company (HDL).*

The District Court of Colombo had further observed in the said Order; *inter-alia*, as follows;

"Accordingly, the present position is that the Defendants' (Mitsui & Taisei +KKS) statement, that they have performed their part of the Contracts and the willingness shown by the Company (HDL) to accept the same, as set out by the Defendants (Mitsui & Taisei + KKS), cannot be accepted as the basis for payment in fact, whether, as stated by the Plaintiff (Nihal Sri Ameresekere), this is a devious method of siphoning out, a large scale of foreign exchange from this country ... The significance, that is shown herein, is that generally, the Company which has to pay money, would be raising questions, in respect of such situation, and would not allow other parties to act arbitrarily ... If the position, that explains this is correct, then this actually, is an instance of acting in fraudulent collusion".

INITIAL THREAT BY JAPANESE GOVERNMENT

Consequently, as noted on Letter dated 12th November 1991 depicted below, the then Japanese Ambassador to Sri Lanka had intimated to then Secretary Treasury, R. Paskaralingam, **'that this may affect Japanese Government's Aid to Sri Lanka'**.



SUPREME COURT JUDGMENT

Thereafter, the Supreme Court of Sri Lanka by a historic landmark Judgment delivered on 2nd December 1992, upheld the Interim Injunctions issued by the District Court of Colombo, preventing any payments to Mitsui & Taisei by HDL and/or by the Government of Sri Lanka under the State Guarantees, which Interim Injunctions the Supreme Court had observed had been issued *to prevent the devious syphoning of a large scale of foreign exchange from Sri Lanka*. The Supreme Court in its landmark Judgment, *inter-alia*, had observed thus:

- # the Plaintiff (Nihal Sri Ameresekere) has succeeded in establishing that he has a legally enforceable right and that there is a serious question and prima-facie case and wrong-doer control, and that HDL is entitled to the reliefs claimed.
- # the Plaintiff (Nihal Sri Ameresekere) has a reasonable and real prospect of success, even in the light of the defences raised in the pleadings, objections and submissions of the Defendants (Mitsui & Taisei and KKS)
- # the Plaintiff's (Nihal Sri Ameresekere) prospect of success was real and not fanciful and that he had more than a merely arguable case
- # because in the circumstances of the case, the Directors of HDL, including the Government's representatives on the Board will not assist or are helpless to intervene
- # Interim Injunctions were granted to prevent the "syphoning out of money" from HDL and the Country
- # but for the Interim Injunctions, HDL, like Pyrrhus after the battle of Asculum in Apulia, might well be constrained to say, "One more such victory and we are lost".
- # it might be pointed out that it could not entirely be a matter of indifference to the Government the Government made itself eventually responsible for the repayment of the monies borrowed by HDL

SETTLEMENT REQUIRED BY JAPANESE GOVERNMENT

Immediately thereupon, by Letter dated 18th February 1993 depicted below, then Ambassador of Japan in Sri Lanka, His Excellency Masaaki Kuniyasu, had addressed the then Secretary Treasury R. Paskaralingam, *inter-alia*, stating as follows:

"With regard to the pending case I spoke to you about yesterday, I would be most grateful if you could please see that there would be a definite settlement to this before you leave for Japan and USA, as I feel that with you being out of the island, nothing positive will be done. I would also like to mention that the longer it takes for a settlement, the worse the situation gets."

THE EMBASSY OF JAPAN
IN THE DEMOCRATIC SOCIALIST
REPUBLIC OF SRI LANKA
20, Gregory's Road
Colombo 7.

18 February, 1993

D/EA
Please report regarding Hillon Case.

Mr. R. Paskaralingam S/F
Secretary 23/2
Ministry of Finance
Colombo 1.

Spoke 15-2/93
TK.

Dear Mr. Paskaralingam,

I write to thank you very much for the excellent lunch hosted by you yesterday. The discussions we had were both very interesting and fruitful. May I, however, mention that I hope such meetings in the future will be held much earlier for the coming years as it would be very useful to both Japan and Sri Lanka.

With regard to the pending case I spoke to you about yesterday, I would be most grateful if you could please see that there would be a definite settlement to this before you leave for Japan and USA, as I feel that with you being out of the island, nothing positive will be done. I would also like to mention that the longer it takes for a settlement, the worse the situation gets.

Thanking you for your understanding and cooperation at all times.

Yours sincerely,

Masaaki Kuniyasu
Masaaki Kuniyasu
Ambassador of Japan

INITIAL SETTLEMENT AGREEMENTS

As a consequence, the Sri Lanka Government persuaded Nihal Sri Ameresekere to settle and withdraw his 2 Cases, one of which was upheld by the Supreme Court as aforesaid, with Mitsui & Taisei + KKS, being even unable to answer Interrogatories, ordered to be answered by District Court of Colombo.

Nihal Sri Ameresekere had acquiesced with such persuasion of the Government of Sri Lanka, **due to pressures exerted by the Government of Japan**, to settle and withdraw his Cases, on the condition that Mitsui & Taisei **write-off** Capital + accumulated Interest and Re-schedule balance Claims at a lower rate of interest.

Initial draft Agreements Nos. 1, 2, and 3 formulated by Hon. Attorney General, T.J. Marapana P.C., together with Secretary Treasury, R. Paskaralingam had been forwarded to Nihal Sri Ameresekere – viz:

	මහලයා Secretary	අමාත්‍යවරයා MINISTER	331028	ලේකම් SECRETARY	431761	සේවා අංකය No.
				පුද්ගලික ලේකම් PRIVATE SECRETARY	20136	සේවා අංකය No.
	කාර්යාලය/Office: 433937, 435866, 421251-59			විද්‍යුත් TELEX	21489 CE	සේවා අංකය No.
						449823

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MINISTRY OF FINANCE

මහ ලේකම් තනතුරුව, මහලයා 1
ලංකාව, කොළඹ 1
The Secretariat, Colombo 1

දිනය
Date } 21st June, 1993.

Mr. Nihal S. Amaresekera,
167/4, Sri Vipulasena Mawatha,
Colombo 10.

Dear Sir,

Hilton Project - Draft Agreement

I forward herewith copies of draft agreements Nos.1, 2 and 3 dated 17th June, 1993.

The said agreements incorporate certain changes from the draft dated 11/6/93. The said agreements have been underlined and highlighted in green.

The Secretary to the Treasury has directed me to obtain your observations on the amended agreement very early.

Yours faithfully,

V.M.Y. Casie Chetty

(Mrs) V.M.Y. Casie Chetty
Director General
Physical Policy and Economic Affairs
MINISTRY OF FINANCE.

Since Mitsui & Taisei, in addition to the State Guarantees, insisted on having Promissory Notes from the Government of Sri Lanka for the balance unwritten-off Claims, Nihal Sri Ameresekere's Counsel, K. Kanag-Isvaran P.C., in concurrence with Hon. Attorney General T.J. Marapana P.C., declined to accede to the same in the interest of the Government of Sri Lanka.

JAPANESE GOVERNMENT PRESSURIZED FOR A SETTLEMENT

Given below are the Minutes of a discussion had 24th March 1994 by I. Hashimoto, Charge d' Affairs of the Japanese Embassy in Sri Lanka, with the State Secretary, Ministry Foreign Affairs, R.C. Vandergert, offering Japan as a *venue* to hold talks with the LTTE '*away from the public glare*', and impliedly as a *quid pro quo*, urging the Government of Sri Lanka to have the '**Hilton Hotel fraud**', referred to as a mere '**dispute**' settled, '**as it would have an impact on Sri Lanka – Japan bilateral economic relations, and importantly and adversely affect Japanese Investors into Sri Lanka**' – viz:

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 Ministry of Foreign Affairs, Republic Building, Colombo 1, Sri Lanka

8 April 1994

Secretary
 Cabinet Sub-Committee on Investment
 BOI
 Colombo 1.

Hilton Hotel

Mr. I. Hashimoto, Charge de Affaires a.i. of the Japanese Embassy in Colombo, recently called on Mr. R.C.A. Vandergert, State Secretary, Ministry of Foreign Affairs. During their discussion the Charge de Affaires made reference to the Hilton Hotel dispute.

I am sending herewith an extract of a note prepared by Mr. Vandergert, on his meeting with the Japanese Charge de Affaires. I shall be glad if this is brought to the notice of the Cabinet Sub-Committee on Investment at its next meeting.


 G. Wijayasiri
 Director-General/Economic Affairs

Secretary,

Last afternoon Mr I Hashimoto, C.d'A. of Japanese Embassy, called on me.

2. While it was predominantly a courtesy call, he referred to the following matters, which I think need a studied response from the appropriate agency of government:-

i. Referring to the ethnic conflict and the expressed intentions of the Government to negotiate with the LTTE, he said he was thinking aloud about what the reaction of the Government would be if Japan was to offer itself as a venue for talks between the representatives of the Government and the LTTE. He thought that such a meeting away from the public glare, might provide a conducive atmosphere for such talks. I replied that he should make this proposal to AIR since these matters were being handled by the Presidential Secretariat.

ii. Mr Hashimoto also brought to my notice the concern of the Government of Japan and Japanese investors in regard to the Hilton Hotel dispute. He said that in view of the importance which Sri Lankan Foreign Policy attaches to attracting foreign investment, the Government should look at the overall impact which disputes like the Hilton Hotel dispute would have on Sri Lanka-Japan bilateral economic relations and, more particularly, the adverse impact it may have on Japanese investors who might feel that in situations of this nature, the government was not doing enough to help resolve such issues. Since the overall loser would be the country itself, he thought that in matters like this the Government should become more involved, without leaving it to private arbitration or even negotiations conducted by BOI etc. I said I would convey his concerns to the appropriate authorities.

SS/PA
 24.3.94

copy to : DG/PA
 DG/EA

SPECIAL PRESIDENTIAL COMMISSION

With a Special Presidential Commission commencing investigations in March 1995 into this major fraud, Mitsui & Taisei gave up and retracted on the above Condition, *and agreed to receive Promissory Notes from HDL, and not from the Government of Sri Lanka*. The same 3 draft Agreements + a 4th Collateral Agreement to bind all parties together, i.e. the Government of Sri Lanka, Mitsui & Taisei, HDL and Nihal Sri Ameresekere, were finalized by Solicitor General P.L.D. Premaratne P.C., on behalf of Hon. Attorney General Shibly Aziz P.C., and executed on 28th June 1995 by then Secretary Treasury, A.S. Jayawardene, with the financial terms of Settlement with Mitsui & Taisei being further improved upon by Nihal Sri Ameresekere, for the benefit of the Government of Sri Lanka.

4 AGREEMENTS HAD BEEN ONE COMPOSITE AGREEMENT BINDING ALL PARTIES

All 4 Agreements are interconnected and interdependent, forming one composite Agreement, binding all parties – viz some relevant Conditions:

13. In consideration of the matters agreed by these Presents, the Government shall and will simultaneously enter into an Agreement intituled Agreement No. 3 with Mr. Ameresekere upon the terms set out therein.
14. In consideration of the matters agreed by these Presents Mitsui and Taisei and HDL shall and will simultaneously enter into an Agreement intituled Agreement No. 4 with Mr. Ameresekere upon the terms set out therein.
18. In consideration of the matters agreed by these Presents and the said Agreement No. 1, HDL shall and will simultaneously enter into an Agreement intituled Agreement No. 4 with Mitsui and Taisei and Mr. Ameresekere upon the terms set out therein.
20. The parties hereto shall and will honour the commitments in the aforesaid Agreements Numbered 1, 3 and 4 entered into on the same date of these Presents, in so far as the terms and conditions therein relate to and/or concern and/or affect them.

'CONDITIONS PRECEDENT' IN AGREEMENTS

Certain **fundamental conditions** had been '**Conditions Precedent**' as per the said Agreements Nos. 3 and 4, in terms of the following Condition contained therein – viz:

4. In consideration of the matters agreed upon as set out in these Presents and in the aforesaid three Agreements numbered 1,2 and 4 and **after the due fulfilment, execution and performance of the undertakings as set out hereinbelow**, Mr. Ameresekere shall and will settle and withdraw the District Court of Colombo Actions numbered 3155/Spl. and 3231/Spl. by jointly filing, of consent amongst the necessary parties thereto, Motions annexed to the said Agreement No. 4;.....

IRREFUTABLE EVIDENCE OF CRIMINALITY – (Chapter 7 of Book – '[Colombo Hilton Hotel Construction - Fraud on Sri Lanka Government - Vol. 2 - Criminality Exposed, but Perversely Covered-up](#)')

Consequent to the exposures in May 1996 of **irrefutable evidence of criminality** before the Special Presidential Commission, in September / October 1996, just before the Sri Lanka Aid-Group Meeting in November 1996, where US \$ 275 Mn., had been pledged by the Japanese Government to Sri Lanka, **due to pressures exerted by the Japanese Government, with threat of withholding such Aid pledged**, then Secretary Treasury, B.C. Perera and Hon. Attorney General, Sarath N. Silva P.C., acting on behalf of the Government of Sri Lanka, had pleaded with Nihal Sri Ameresekere and persuaded him to settle and withdraw his 2 Cases, and to agree **due to lack of time** to convert the '**Conditions Precedent**' to '**Conditions Subsequent**', for which an **Addendum** had been formulated **with the consent** of Nihal Sri Ameresekere by Hon. Attorney General Sarath N. Silva P.C., and Secretary Treasury B.C. Perera, and signed by the Government of Sri Lanka, Mitsui & Taisei and Nihal Sri Ameresekere.

JAPANESE GOVERNMENT REQUIRED IMMEDIATE EFFECTUATION OF SETTLEMENT

It is pertinent to note the following main **Recital** in the above **Addendum** – viz:

"AND WHEREAS the Government wishes to continue to maintain without any impediment the cordial relationships with Japan and the Government has been concerned about the delay in the implementation of the aforesaid Agreements.

AND WHEREAS in these premises the Government, with the consent and concurrence of Mr. Ameresekere, has now agreed to proceed with the implementation of the said Agreements No.1 and 2 without the fulfilment of the conditions stipulated in Agreements No. 3 and 4 except as herein specifically provided. It is understood by and between the parties that GOSL will take administrative action, as permitted under applicable law, to give effect to the contents of Agreements No.3 and 4."

EXPEDITIOUS CONCLUSION OF SETTLEMENT

The above **Addendum** had been signed on **21st October 1996**, and Nihal Sri Ameresekere's 2 Cases settled and withdrawn on **23rd October 1996** with **Decrees Ordered** by the Commercial High Court, on the basis of the above **Agreements / Addendum**, and a HDL Board Meeting held on **25th October 1996**, and payments, *as had been required*, made to Mitsui & Taisei on **28th October 1996**, from funds accumulated in HDL of **US \$ 30 Mn.**, due to the Interim Injunctions, which had been obtained by Nihal Sri Ameresekere; *thereby demonstrating the speed in which Nihal Sri Ameresekere had readily co-operated with the urgings of the Government of Sri Lanka, at the behest of the Government of Japan, expecting the same speed to be so reciprocated in fulfilling the 'Conditions Precedent' which had been converted to 'Conditions Subsequent' as aforesaid due to pressures exerted by the Japanese Government.*

PAYMENTS MADE TO MITSUI & CO., LTD AND TAISEI CORPORATION ON A DECISION TAKEN AT THE DIRECTORS MEETING HELD ON 25th OCTOBER 1996. BASED ON THE SETTLEMENT AGREEMENTS ENTERED INTO ON 28th JUNE 1995.

<u>Payment made on 29th October 1996</u>		<u>YEN</u>
Lump Sum	Yen 2,000,000,000	
Interest from 01/07/95 to 23/10/96	Yen <u>138,082,192</u>	2,138,082,192

Company's funds in the Account of the Deputy Secretary to the Treasury was utilised to make this payment.

Total funds in the DST Account as at 29/10/96

<u>YEN</u>		
Hongkong and Shanghai Bank	1,060,426,521	
Bank of Ceylon	644,492,640	
Banque Indosuez	<u>443,550,134</u>	2,148,469,295
		=====

Payment made on 15th November 1996

1st Installment	Yen 933,572,859	
Loan Insurance Premium	Yen 20,000,000	
Interest from 01/07/96 to 15/11/96	Yen <u>18,396,501</u>	971,969,460

The Company's funds held in investments were utilised to make this payment.

Treasury Bills		
Hongkong and Shanghai Bank (Rs 495 Million)	Yen 963,057,783	
DST ACCOUNT Balance	Yen <u>10,384,841</u>	973,442,624
Balance in the DST Account		<u>1,468,836</u>



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GENERAL TREASURY

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DEPARTMENT OF STATE ACCOUNTS

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17, පී. ඩබ්ලිව්. රොසා මාවත,
කොළඹ 01.
දුරකථන අංකය, 252600.
ප. ම. මු. 1996.
කොළඹ 01.
1st Floor, The Secretariat,
P.O. Box 1559,
Colombo 01.

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My No.
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Your No.
දිනය
Date

The Manager, Deposits
Hongkong and Shanghai Banking
Corporation Ltd.,
24, Sir Baron Jayatilake Mawatha,
Colombo 01.



Dear Sir,

Hotel Developers (Lanka) Ltd.

Please be good enough to send by Telegraphic Transfer a sum of Japanese Yen 1,050,039,418 to the Bank of Tokyo-Mitsubishi Ltd., Tokyo Main Office - 3-2, Nihonbashi Hongokuchō 1-chōme, chō-ku, Tokyo, Japan to the credit of Account No. 0014710 Mitsui & Co. Ltd., 2-1, Ohtemachi 1-chōme, Chiyoda-ku, Tokyo, Japan.

Please debit Fixed Deposit Account Nos. 001-22314-232 and 001-22314-235 in the name of the Deputy Secretary to the Treasury to effect this transfer of funds.

Yours faithfully,

D.T. Liyanage
Deputy Secretary to the Treasury

P. Balasubramanian
Director General of State Accounts

Copy to: Hotel Developers (Lanka) Ltd.

දිනක දැනුවත් දිනය	විවරණ කොටස Details	මුදල අගය Amount	මුදල විස්තර Particulars	මුදල විස්තර Particulars	මුදල විස්තර Particulars	මුදල විස්තර Particulars	මුදල විස්තර Particulars
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GENERAL TREASURY

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DEPARTMENT OF STATE ACCOUNTS

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17, පී. ඩබ්ලිව්. රොසා මාවත,
කොළඹ 01.
දුරකථන අංකය, 252600.
ප. ම. මු. 1996.
කොළඹ 01.
1st Floor, The Secretariat,
P.O. Box 1559,
Colombo 01.

මෙම ලේඛන
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My No.
මෙම ලේඛන
විමසා බලන්න.
Your No.
දිනය
Date

The Chief Manager,
Foreign Currency Banking Unit,
Bank of Ceylon (7th Floor),
Colombo 01.



Dear Sir,

Hotel Developers (Lanka) Ltd.

Please be good enough to send by Telegraphic Transfer a sum of Japanese Yen 644,492,640 to the Bank of Tokyo-Mitsubishi Ltd., Tokyo Main Office - 3-2, Nihonbashi Hongokuchō 1-chōme, chō-ku, Tokyo, Japan to the credit of Account No. 0014710 Mitsui & Co. Ltd., 2-1, Ohtemachi 1-chōme, Chiyoda-ku, Tokyo, Japan.

Please debit call deposit account in the name of Deputy Secretary to the Treasury to effect this transfer of funds.

Yours faithfully,

D.T. Liyanage
Deputy Secretary to the Treasury

P. Balasubramanian
Director General of State Accounts

Copy to: Hotel Developers (Lanka) Ltd.

දිනක දැනුවත් දිනය	විවරණ කොටස Details	මුදල අගය Amount	මුදල විස්තර Particulars	මුදල විස්තර Particulars	මුදල විස්තර Particulars	මුදල විස්තර Particulars	මුදල විස්තර Particulars
433026	433937, 433960	320042	433718	433718	433718	433718	433718



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GENERAL TREASURY

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DEPARTMENT OF STATE ACCOUNTS

සේවක මහල,
17, පී. ඩබ්ලිව්. රොසා මාවත,
කොළඹ 01.
දුරකථන අංකය, 252600.
ප. ම. මු. 1996.
කොළඹ 01.
1st Floor, The Secretariat,
P.O. Box 1559,
Colombo 01.

මෙම ලේඛන
විමසා බලන්න.
My No.
මෙම ලේඛන
විමසා බලන්න.
Your No.
දිනය
Date

The Manager, Deposits
Bangkok Indochina
No. 4, Jinasena Building,
Humpitaya Road,
Colombo 02.



Dear Sir,

Hotel Developers (Lanka) Ltd.

Please be good enough to send by Telegraphic Transfer a sum of Japanese Yen 443,550,134 to the Bank of Tokyo-Mitsubishi Ltd., Tokyo Main Office - 3-2, Nihonbashi Hongokuchō 1-chōme, chō-ku, Tokyo, Japan to the credit of Account No. 0014710 Mitsui & Co. Ltd., 2-1, Ohtemachi 1-chōme, Chiyoda-ku, Tokyo, Japan.

Please debit fixed deposit account No. 12274-100-00-78 in the name of Deputy Secretary to the Treasury to effect this transfer of funds.

Yours faithfully,

D.T. Liyanage
Deputy Secretary to the Treasury

P. Balasubramanian
Director General of State Accounts

Copy to: Hotel Developers (Lanka) Ltd.

දිනක දැනුවත් දිනය	විවරණ කොටස Details	මුදල අගය Amount	මුදල විස්තර Particulars	මුදල විස්තර Particulars	මුදල විස්තර Particulars	මුදල විස්තර Particulars	මුදල විස්තර Particulars
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GENERAL TREASURY

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DEPARTMENT OF STATE ACCOUNTS

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17, පී. ඩබ්ලිව්. රොසා මාවත,
කොළඹ 01.
දුරකථන අංකය, 252600.
ප. ම. මු. 1996.
කොළඹ 01.
1st Floor, The Secretariat,
P.O. Box 1559,
Colombo 01.

මෙම ලේඛන
විමසා බලන්න.
My No.
මෙම ලේඛන
විමසා බලන්න.
Your No.
දිනය
Date

The Manager, Deposits
Hongkong and Shanghai Banking
Corporation Ltd.,
24, Sir Baron Jayatilake Mawatha
Colombo 01



Dear Sir,

Hotel Developers (Lanka) Ltd.

Please be good enough to send by Telegraphic Transfer a sum of Japanese Yen 933,572,959 directly to the Bank of Tokyo-Mitsubishi Ltd., Tokyo Main Office - 3-2, Nihonbashi Hongokuchō 1-chōme, Chuo-ku, Tokyo, Japan to the credit of Account No. 0014710 Mitsui & Co. Ltd., 2-1, Ohtemachi 1-chōme, Chiyoda-ku, Tokyo, Japan.

Please debit Yen account of the Deputy Secretary to the Treasury to effect this transfer of funds.

Yours faithfully,

D.T. Liyanage
Deputy Secretary to the Treasury

P. Balasubramanian
Director General of State Accounts

Copies to: Hotel Developers (Lanka) Ltd.

දිනක දැනුවත් දිනය	විවරණ කොටස Details	මුදල අගය Amount	මුදල විස්තර Particulars	මුදල විස්තර Particulars	මුදල විස්තර Particulars	මුදල විස්තර Particulars	මුදල විස්තර Particulars
432026	433937, 433960	320042	433718	433718	433718	433718	433718



මහ බැංකුවාදය
 பொதுத் திணைக்காணி
 GENERAL TREASURY

රාජ්‍ය ගිණුම් ආචාර්යවරයාණන්ගේ
 அரசு கணக்குகள் திணைக்காணி
 DEPARTMENT OF STATE ACCOUNTS

පළමු මංගල
 No. 159, The Secretariat,
 P.O. Box 159,
 Colombo 01.

මගේ අංකය
 My No. }
 ඔබේ අංකය
 Your No. }
 දිනය
 Date: } November 16, 1986

The Manager, Deposits
 Hongkong and Shanghai Banking
 Corporation Ltd.,
 24, Sir Baron Jayathilake Mawatha,
 Colombo 01.



Dear Sir,

Hotel Developers (Lanka) Ltd.

Please be good enough to send by Telegraphic Transfer a sum of Japanese Yen 38,396,301 directly to the Bank of Tokyo-Mitsubishi Ltd., Tokyo, H.L. 0221-0222, 2-1, Ohtemachi 1-chome, Chiyoda-ku, Tokyo, Japan to the credit of Account No. 0014710 Mitsui & Co. Ltd.

Please debit Yen account of the Deputy Secretary to the Treasury to effect this transfer of funds.

Yours faithfully,

D.Y. Liyanaage
 Deputy Secretary to the Treasury

P. Balasubramaniam
 Director General of State Accounts
 Copies to: Hotel Developers (Lanka) Ltd.,
 Director General of Fiscal Policy & Economic Affairs

දුරකථන දුරකථන අංකය Telephone	විද්‍යුත් තැපෑල දුරකථන අංකය Telex	431726	328814	320042	433718	433718	43384
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PARTIES BOUND BY ORDERS AND DECREES OF COMMERCIAL HIGH COURT

Consent Motions settled by the Hon. Attorney General had been filed in the Commercial High Court and Decrees Ordered of consent in the 2 Cases, whereby the **Commercial High Court Ordered and Decreed**, the settling of the said 2 Cases, **on the basis of the aforesaid Agreements** entered into and tendered to Court, **as referred to in the said Decrees**.

The Government of Sri Lanka, Mitsui & Taisei, HDL and Nihal Sri Ameresekere, **stood bound by the said Decrees Ordered by the Commercial High Court on consent** of parties, with Hon. Attorney General having represented HDL. **So also would be the Government of Japan, who had caused the occurrence of this Settlement, with pressures exerted as aforesaid.**

Thus and thereby the Government of Sri Lanka, Mitsui & Taisei, HDL and Nihal Sri Ameresekere stood bound thereby to ensure compliance with and/or fulfillment of the Conditions contained in the said Agreements / Addendum. **Since such Settlement as aforesaid had been brought about due to pressures exerted by the Government of Japan, the Government of Japan also became responsible therefor.**

IF NIHAL SRI AMERESEKERE HAD NOT SO SETTLED

Had Nihal Sri Ameresekere not so acted, as had been urged by the Government of Sri Lanka, **at the behest of the Government of Japan**, Nihal Sri Ameresekere, amongst others, would have been a major stakeholder of HDL today, and **not the Government of Sri Lanka**, with the State Guarantees given to Mitsui & Taisei having got annulled, by further reduced payment with more funds accumulated in HDL by Nihal Sri Ameresekere continuing with his Cases.

This was the correct business decision, which was well within Nihal Sri Ameresekere's own sole power to have made, but he had heeded the pleadings of the Government of Sri Lanka, and acted as urged by the Government of Sri Lanka, **due to the pressures exerted by the Government of Japan**, thereby giving up a valuable right he had.

NO SOVEREIGNTY IN INFERENCE WITH COMMERCIAL TRANSACTIONS

In this regard, I cite from the following Judgments of Lord Denning [MR(1977) 1 All ER @ 892], **which would be pertinent in the context of the influences and pressures, which had been exerted by the Government of Japan, as aforesaid:**

“If the dispute brings into question, for instance, the legislative or international transactions of a foreign government, or the policy of its executive, the court should grant immunity if asked to do so, because it does offend the dignity of a foreign sovereign to have the merits of such a dispute canvassed in the domestic courts of another country; but if the disputes concerns, for instance, the commercial transactions of a foreign government (whether carried on by its own departments or agencies or by setting up separate legal entities), and it arises properly within the territorial jurisdiction of our court, there is no ground for granting immunity” - *Rahimtoola v Nizam of Hyderabad*

“..... a foreign sovereign has no immunity when it enters into a commercial transaction with a trader here and a dispute arises which is properly within the territorial jurisdiction of our courts. If a foreign government incorporates a legal entity which buys commodities on the London market, or if it has a state department which charter ships on the Baltic Exchange it thereby enters into the market places of the world, and international comity requires that it should abide by the rules of the market” - *Thai-Europe Tapioca Service Ltd. v Government of Pakistan*

UNITED NATIONS CONVENTION AGAINST CORRUPTION

Nihal Sri Ameresekere has been a Member of the International Association of Anti-Corruption Authorities, since its inauguration in October 2006, to promote and facilitate the implementation of the United Nations Convention Against Corruption, which entered into force in December 2005.

As at today 140 Countries have ratified the United Nations Convention Against Corruption, becoming parties thereto, **but one finds that Japan, a leading country, is yet to ratify and become party thereto!**

For Reference visit Google Books :

- # [‘Colombo Hilton Hotel Construction - Fraud on Sri Lanka Government - Vol. 1 - Sri Lanka’s First Derivative Action in Law’](#)
- # [‘Colombo Hilton Hotel Construction - Fraud on Sri Lanka Government - Vol. 2 - Criminality Exposed, but Perversely Covered-up’](#)
- # [‘Colombo Hilton Hotel Construction - Fraud on Sri Lanka Government - Vol. 3 - Settlement of a Fraud’](#)
- # [‘Socio-Political Realities - Hilton Hotel Fiasco & Ad hominem Legislation - Expropriation Law’](#)

Relevant Chapter 7 of the Book by Nihal Sri Ameresekere - [‘Colombo Hilton Hotel Construction - Fraud on Sri Lanka Government - Vol. 2 - Criminality Exposed, but Perversely Covered-up’](#) is given below **exposing the irrefutable evidence of criminality:**



S.P. Sriskantha, LL.M. (U.K.)
Attorney-at-law,
Solicitor [Eng. & Wales]

1.1.2017

IRREFUTABLE EVIDENCE OF CRIMINALITY DISCLOSED

On or about 2nd May 1990 it was discovered by me, that the original Architectural Plans of Colombo Hilton Hotel of Hotel Developers (Lanka) Ltd. (HDL), which had been submitted to the Urban Development Authority (UDA) on 19th October 1983, and approved by the UDA on 5th March 1984, and in conformity with which, the construction of the Colombo Hilton Hotel commenced, with a *Ground-Breaking Ceremony* on 12th March 1984, had been *surreptitiously* substituted in August 1985, by *purported* Amended Architectural Plans, which had been *questionably* approved by the UDA on 29th April 1986, even though such Architectural Plans, as essentially warranted, *had not borne the Signature of the Owner*, namely, HDL.

Several attempts made to locate the copy of the original Architectural Plans of the Colombo Hilton Hotel, which ought to have been at the UDA, Fire Services Department, Colombo City Municipal Council, Water Board, HDL, et al, *proved futile*.

Even the Japanese Architects, Kanko Kikaku Sekkeisha Yozo Shibata & Associates, who ought to have had a copy of the original Architectural Plans of the Colombo Hilton Hotel, *questionably evaded and avoided* from forwarding a copy of the same, when required to do so.

Hilton International, who rendered Technical Assistance Services in the design and supervision of the construction of the Colombo Hilton Hotel, and therefore, who also ought to have had a copy of the original Architectural Plans of the Colombo Hilton Hotel, whilst rendering such Technical Assistance Services, for which Technical Assistance Service Fees had been paid to them by HDL, *intriguingly* also *evaded and avoided* to produce a copy of the original Architectural Plans, when required to do so.

Most *unbelievably*, the copy of the original Architectural Plans of the Colombo Hilton Hotel, which was with HDL, as the owner of the Colombo Hilton Hotel, *was also intriguingly reported to be missing*.

False Minute scribbled in the ‘UDA Approved Plans File’ at the HDL Office

As had been authorized and empowered by the Board of Directors of HDL, I commenced inquiring into the foregoing *grave and serious* matter. Accordingly, on an inspection visit by me on 27th July 1990 to the HDL Office, I *shockingly* discovered that a Minute had been scribbled by the Chief Engineer of HDL, in the ‘UDA Approved Plans File’ at the HDL Office, which had most *intriguingly* recorded, that HDL’s copy of the original Architectural Plans of the Colombo Hilton Hotel, had been *borrowed* by the Japanese Architects, Kanko Kikaku Sekkeisha Yozo Shibata & Associates, and that HDL’s copy of the original Architectural Plans had therefore *got burnt in the fire*, which had occurred at the Hilton Hotel Construction Site Office in 1984; whereas the said fire in fact had taken place in October 1985, thereby clearly proving that this was a *false Minute desperately scribbled in haste* with the deliberate and willful intent *to cover up*.

Ordinarily if at all, it is the owing Company, HDL, who ought to have obtained any further copies of the original Architectural Plans of the Colombo Hilton Hotel from the Japanese Architects, Kanko Kikaku Sekkeisha Yozo Shibata & Associates. However, in this instance, it had been the other way about, in that, *intriguingly* it had been the Japanese Architects, Kanko Kikaku Sekkeisha Yozo Shibata & Associates, who, in fact, giving rise to suspicion *had borrowed the owning Company’s, namely, HDL’s only copy of the original Architectural Plans of the Colombo Hilton Hotel, raising the question, as to why and for what purpose ?*

I numbered the Folios i.e. Sheets contained in the said 'UDA Approved Plans File' at the HDL Office, and making my endorsement dated 27th July 1990 on Sheet numbered 14, containing such questionable Minute in the said File, I obtained a photocopy thereof, and a scanned copy of which is set out below :

Photocopy Obtained from File HDL Office (14)
 File 'UDA Permits & Approvals' LJA/HP/1/4
 No original of the letter given by the
 UDA on 23/March/84 (Ref. 02/20/523/83
 on building permit) is with Mr. Kitagawa
 KKS. Together with the set of approved
 set of plans.
 27/7/90
 27/7/90

Approved plans
 for UDA.

- A-01
- A-02
- A-03
- A-04
- A-20
- A-21
- A-22
- A-23
- A-24
- A-25
- A-26
- A-27
- A-30
- A-31

with Mr. Kitagawa
 of KKS.

Approved by
 Fire Dept.

- C-01
- A-09
- A-19
- A-20
- A-21
- A-22
- A-28

with (w. of HDL).

The original of the letter
 given by UDA on 23/3/84
 Ref 02/20/523/83 was got
 burned in the fire that
 occurred in the site office
 in 1984. Together with the
 originally approved plans.
 Later amended plans were
 submitted & approval obtained.
 No approved plans are with
 Mr. Kitagawa of KKS.
 W. Weeraratne.

Fraudulent acts established in civil litigation in Court

The District Court of Colombo Case No. 3155/Spl, which I instituted on 13th September 1990, as a derivative action in law, in the right and on behalf of HDL, in its interest and for its benefit was, *inter-alia*, based upon the following grave and serious premises,

- the grave and serious irregularities of *surreptitious* substitution with *purported* Amended Architectural Plans in August 1985 of the original Architectural Plans of October 1983,
- the *shortfall* in the number of Guest Rooms in the Profitability Forecast submitted by Hilton International, after the commencement of operations of the Colombo Hilton Hotel, in comparison with the Profitability Forecast, which had been given by Mitsui & Co. Ltd., in concurrence with Hilton International, *prior* to the opening of the Colombo Hilton Hotel
- the *absence* of Specified Bills of Quantities and Final Measurements to support the ‘*Medical Certificate*’ type one page Completion and Final Certificates, which had been given by the Japanese Architects, Kanko Kikaku Sekkeisha, Yozo Shibata & Associates, said to be in compliance with the *surreptitiously* substituted *purported* Amended Architectural Plans
- interim payments to Mitsui & Taisei Consortium and the Japanese Architects, Kanko Kikaku Sekkeisha, Yozo Shibata & Associates, having been made on the *effluxion* of time, *without conventional measurements* of work to justify such payments
- the *mysterious absence* and/or *destruction by fire* of the original Architectural Plans, and Exhibit “A” to the Supplies Contract defining the supplies of Furniture, Fixtures and Equipment to the Colombo Hilton Hotel.

The Learned District Judge, P. Wijeyaratne Esqr., upon a comprehensive *inter-partes* Inquiry, issued Interim Injunctions on 28th October 1991, restraining any payments, whatsoever, to Mitsui & Taisei Consortium and the Japanese Architects, Kanko Kikaku Sekkeisha, Yozo Shibata & Associates, being made by HDL and/or the Government of Sri Lanka, under the State Guarantees, which had been issued to Mitsui & Taisei Consortium.

The Learned District Judge in his Order issuing the Interim Injunctions, *inter-alia*, observed that,

- # "the Contractors having performed a lesser volume of work, have attempted to obtain a larger sum of money... and the Plaintiff having raised the question concerning the basis for the payment of monies. "
- # "the other Defendants, [i.e. the Directors], as persons having connections concerning the said Hotel business, having intervened therein in such matter, acting to obtain the said monies, had not readily acted to conduct a correct examination. "
- # "they having prevented such correct examination, were attempting to, howsoever, effect the payment of monies."
- # "they are exercising the influence, that they have gained in society, acting together with the Company, to prevent the raising of the questions concerning the matters of the work in connection with the Contracts, the Prospectus ..."
- # "their collaboration was adverse to the interest of the Shareholders of the Company, and that they were acting through such collaboration, in a manner amounting to defeat the interests of the Shareholders of the Company."

The Learned District Judge, P. Wijeyaratne Esqr., further observed, *inter-alia*, as follows;

"Accordingly, the present position is that the Defendants' statement, that they have performed their part of the Contracts and the willingness shown by the Company to accept the same, as set out by the Defendants, cannot be accepted as the basis for payment.... in fact, whether, as stated by the Plaintiff, this is a devious method of siphoning out, a large scale of foreign exchange from this country...The significance, that is shown herein, is that generally, the Company which has to pay money, would be raising questions, in respect of such situation, and would not allow other parties to act arbitrarily...If the position, that explains this is correct, then this actually, is an instance of acting in fraudulent collusion".

Thereafter, the Supreme Court of Sri Lanka, presided by His Lordship Chief Justice G.P.S. De Silva and comprising Their Lordships Justices Dr. A.R.B. Amerasinghe and K.M.M.B. Kulatunga, after Hearing of the Appeal, delivered Judgment on 2nd December 1992, upholding the Order of the Learned District Judge and further upholding the issuance of the Interim Injunctions, *inter-alia*, observing that;

- # "the Plaintiff has succeeded in establishing that he has a legally enforceable right and that there is a serious question and prima-facie case and wrong-doer control, and that HDL is entitled to the reliefs claimed. "
- # "the Plaintiff has a reasonable and real prospect of success, even in the light of the defences raised in the pleadings, objections and submissions of the Defendants "
- # "the Plaintiff's prospect of success was real and not fanciful and that he had more than a merely arguable case "
- # "because in the circumstances of the case, the Directors, including the Government's representatives on the Board will not assist or are helpless to intervene "
- # "Interim Injunctions were granted to prevent the "syphoning out of money" from HDL and the Country "
- # "but for the Interim Injunctions, HDL, like Pyrrhus after the battle of Asculum in Apulia, might well be constrained to say, "One more such victory and we are lost". "
- # "it might be pointed out that it could not entirely be a matter of indifference to the Government the Government made itself eventually responsible for the repayment of the monies borrowed by HDL "

Patent discrepancies disclosed in Investigative Reports by Chartered Architects

Two Investigative Reports had been prepared by the following Chartered Architects,

- i) Report dated 27th August 1990 by Shelton Wijayaratna, Williams & Associates, Chartered Architects, Engineers & Surveyors.
- ii) Report dated 14th November 1995 by a Panel of 3 Chartered Architects, comprising Architects Prof. Nimal de Silva, U. Iddawela, and Dudley Vass appointed by the Special Presidential Commission.

Both these Investigative Reports reveal that there had been a reduction of 2 Guest Room Floors in both Towers, and that the number of Guest Rooms had been reduced, on comparison of the actually built Colombo Hilton Hotel, with the original Project Plan of July 1980, based upon which the original Architectural Plans of October 1983 had been prepared by the Japanese Architects, Kanko Kikaku Sekkeisha, Yozo Shibata & Associates, and submitted on 19th October 1983 to the UDA for approval, with approval from the UDA having been received on 5th March 1984.

Shelton Wijayarathna, Williams & Associates, Chartered Architects, Engineers & Surveyors, in their Report had pointed out the shortening of the height of the Hotel Building, and the *absence* of the Basements provided for in the Project Plan of July 1980, *based upon which Hilton International had prepared their Profitability Forecast for the Colombo Hilton Hotel.*

Scope of work of Mitsui & Taisei Consortium had not included the Recreational Area !

It was subsequently discovered that the 'Scope of Work' defined, as per Clause 3 of the Construction Agreement, between HDL and Mitsui & Taisei Consortium, and *counter-signed* by the Japanese Architects, Kanko Kikaku Sekkeisha Yozo Shibata & Associates, for the construction of the Colombo Hilton Hotel, at Sub-Clause 3(2) had *surreptitiously* excluded from the 'Scope of Work', the totality of the construction of the Recreational Area, containing the Swimming Pool, etc. - *viz*"

CLAUSE 3. Scope of Works

2) Notwithstanding the provisions of the *subparagraph a)*, b) and c) of the preceding paragraph (1), the following works shall not be within the scope of the Works.

- a) The clearance from the Site of all trees except ones the Architect points to preserve, vegetation, rubbish and/or obstructions of any nature whatsoever;
- b) The provision and/or fixing of any furnishings, fixtures and equipment which shall be separately provided and installed by the Employer pursuant to the Contract for the Supply of Furnishings, Fixtures and Equipment dated 31st January, 1984;
- c) The provision and/or installation of telephone, electrical, water or gas lines and any drainage outside the Site;
- d) Any and all work or services relating to the Recreation Area to be constructed on the portion of land, 11,331 m² in total area, which is located on the south eastern side of the road adjacent to the Site;
- e) Any and all work or services not shown on or described in the Drawings and/or the Technical Specifications.

This Construction Agreement signed on 31st January 1984 had been referred to in the Prospectus dated 6th March 1984 of HDL for the public issue of Shares. The Prospectus depicted the Colombo Hilton Hotel Project, including the Recreational Area. In fact there could never be a 5-Star Luxury Hotel, without a Swimming Pool and such Recreational Area. This gives rise to the question, as to whether the Construction Agreement copies too had been *cannibalized*, inasmuch as the original Architectural Plans had been *surreptitiously* substituted with *purported* amended Architectural Plans – viz *Prospectus Cover*



Startling discovery of irrefutable evidence of criminality made by the Special Presidential Commission

Shockingly, for over a span of 6 Years from 1990 to 1996, since the discovery in May 1990 of the *surreptitious* substitution of the original Architectural Plans of the Colombo Hilton Hotel, with *purported* Amended Architectural Plans, and with *protracted* civil proceedings, and two Investigative Reports by experienced Chartered Architects, the following evidence of *irrefutable criminality*, which was *visible* to everyone, *amazingly was not discovered!*

However, such *irrefutable evidence of criminality* was well and truly discovered and exposed by the Special Presidential Commission, which was warranted by President Chandrika Bandaranaike Kumaratunga in February 1995, to investigate into this fraud in the construction of the Colombo Hilton Hotel, which had been financed on the basis of State Guarantees issued by the Government of Sri Lanka to Mitsui & Taisei Consortium.

After my Evidence-in-Chief was led before the Special Presidential Commission, by Solicitor General P.L.D. Premaratne, President's Counsel, and *prior* to the cross-examination of me on my Evidence-in-Chief by the Counsel for the persons, on whom Show Cause Notices had been served by the Commission, with Charges of fraud against the Government of Sri Lanka, *taking me by complete surprise* Commissioner-Court of Appeal Judge, Justice F.N.D. Jayasuriya, commenced *examining me*.

Through such examination of me, Commissioner-Justice F.N.D. Jayasuriya, brought to light *startling* evidence of *irrefutable criminality*, which he, himself, had discovered by *probing*, with the assistance of an Engineer, into the *purported* Amended Architectural Plans of the Colombo Hilton Hotel, which had been *surreptitiously* submitted to the UDA in August 1985, without any knowledge, whatsoever, of the Board of Directors of HDL and *without its signature thereon as the owner*.

Commissioner-Justice F.N.D. Jayasuriya amusingly commenced questioning – “*Witness, you are a Chartered Accountant ?*” - I answered in the *affirmative*.

Commissioner-Justice F.N.D. Jayasuriya went on to pose a further question – “*Witness, if you are a Chartered Accountant, then what should you first examine, when you allege that the Colombo Hilton Hotel Building was short in height ?*” - I was *nonplussed* for an answer !

Commissioner-Justice F.N.D. Jayasuriya was even more *amused* with my inability to answer the question he had posed, and went on to answer the question himself, by posing a further question – “*Witness, do you not know, that when you allege that a Building is short in height, then what you should do is to examine the elevations ?*”

Thereafter, Commissioner-Justice F.N.D. Jayasuriya directed the Solicitor General, whilst I was standing in the Witness Box, to give me a set of the *purported* Amended Architectural Plans of the Colombo Hilton Hotel, which had been *surreptitiously* substituted in August 1985.

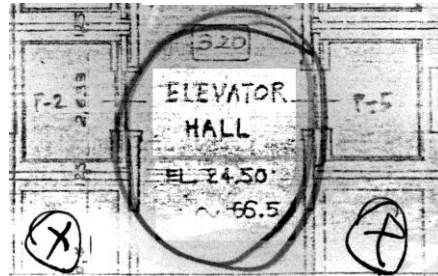
Thereupon, Commissioner-Justice F.N.D. Jayasuriya directed me to look at the Floor Sheet numbered **A-19** in these Amended Architectural Plans. Floor Sheet numbered **A-19** was stated to be in respect of the ‘**3RD FLOOR PLAN**’.

Set out below are 2 scanned areas from Floor Sheet numbered **A-19**, which does not disclose the Signature of HDL, as the Owner.

 観光企画設計社 KANKO KIKAKU SEKKEISHA Y. SHIBATA & ASSOCIATES ARCHITECTS & DESIGNERS	
 Y. SHIBATA REGISTERED ARCHITECT Kanko Kikaku Sekkeisha JUL 15 1985	
HILTON INTERNATIONAL COLOMBO COLOMBO, SRI LANKA	
3RD. FLOOR PLAN	
DESIGNED	
DRAWN	
CHECKED	
SCALE	1/100
DATE	AUG. 15 1983
SHEET NO.	A-19
PROJECT NO.	TF C

250 සංවිධිත රෙගුලාසි අංකය. තෙමින සැලසුම.....දින 26ක අංක 02/ බලාත්‍ය අධිකාරියේ විලාසිතා විභාග කළ URBAN DEVELOPMENT AUTHORITY DEVELOPMENT REGULATIONS DIVISION APPROVED PLAN SUBJECT TO THE CONDITIONS LAID DOWN IN PERMIT NO. ET/20/523/83 DATED 29.09.86 සහතික කළේ / Certified by D. A.
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Commissioner-Justice F.N.D. Jayasuriya, then directed me to a certain point on Floor Sheet **A-19**, described as '**ELEVATOR HALL**', and required me to examine and state, as to what was written at such point. Having examined the said point on the Floor Sheet **A-19** pertaining to '**3RD FLOOR PLAN**', I answered – '**EL 24.5 – 66.5**'



Commissioner-Justice F.N.D. Jayasuriya then queried – “Witness, what does ‘EL’ stand for ?” Again I was lost for an answer ! Amusingly he quipped – “Elevations, Witness, it stands for Elevations – you are a Chartered Accountant !”

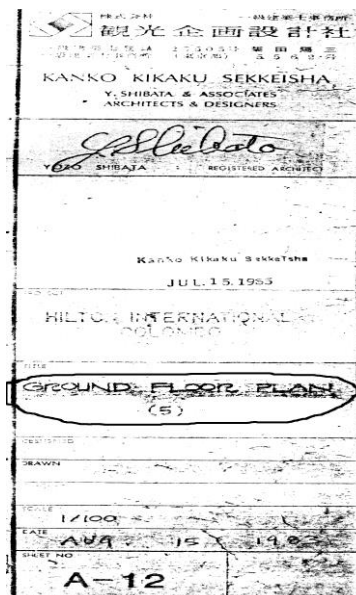
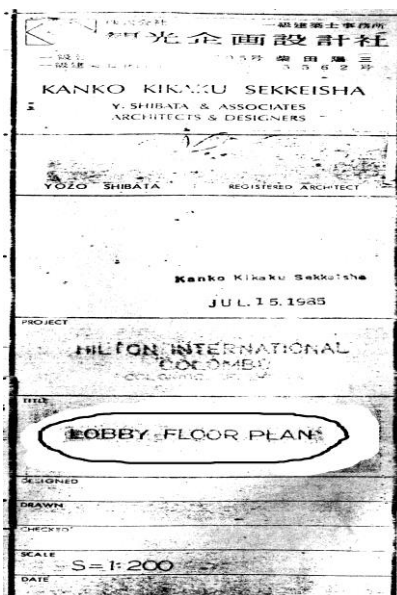
Commissioner-Justice F.N.D. Jayasuriya then pointed out that the Elevations have been given in **Meters** in these *purported* Amended Architectural Plans, which were before me.

Commissioner-Justice F.N.D. Jayasuriya then queried – “Witness, Third Floor cannot have a range of elevations ‘EL 24.5 – 66.5’, and that ‘EL 24.5’ would be the elevation of the Third Floor ?” - I answered in the *affirmative*.

Commissioner-Justice F.N.D. Jayasuriya pointed out that the word ‘**3RD FLOOR**’ had been *hand written* and had not been printed with the use of a stencil, and required me to examine and answer. I examined and affirmed that it appeared to be handwritten, and not printed with the use of a stencil.



In comparison, set out below are relevant parts from other Sheets of the Amended Architectural Plans, which had been printed with the used of a stencil



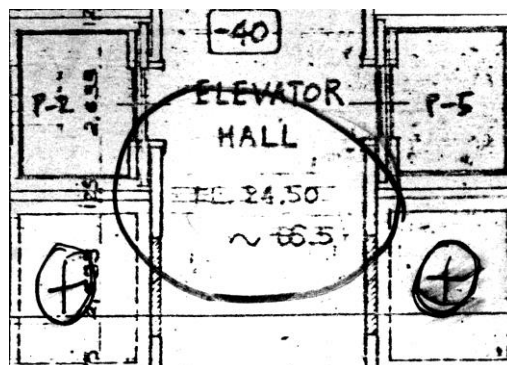
Commissioner-Justice F.N.D. Jayasuriya then directed me to look at the next Sheet, which was Sheet numbered 'A-20', and required me to state the Floor, which this next Sheet A-20 referred to. I examined and stated - 'TYPICAL - 4TH. THRU 17TH. FLOOR PLAN'. He further required me to examine and state whether this too had been *handwritten*, and not printed with the use of a stencil. I examined and confirmed it to be so.

観光企画設計社
 KANKO KIRAKU SEKKEISHA
 Y. SHIBATA & ASSOCIATES
 ARCHITECTS & DESIGNERS
 Y. Shibata
 REGISTERED ARCHITECT
 Kanko Kikaku Sekkeisha
 JUL 15 1983
 PROJECT
 HILTON INTERNATIONAL
 COLOMBO
 COLOMBO, SRI LANKA
 TITLE
 TYPICAL 4TH THRU
 17TH. FLOOR PLAN
 DESIGNED
 DRAWN
 CHECKED
 SCALE 1/100
 DATE AUG. 15 1983
 SHEET NO.
 A-20
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නාගරික සංවර්ධන අධිකාරිය
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 අංක 02/
 බලපත්‍රයේ අඩංගු කොන්දේසි විලට යටත් වනු ඇත.
 URBAN DEVELOPMENT AUTHORITY
 DEVELOPMENT REGULATIONS DIVISION
 APPROVED PLAN
 SUBJECT TO THE CONDITIONS LAID DOWN
 IN PERMIT No. 02/ 20/523/83
 DATED 29.08.83
 අගමැති න. ස. අ. / Chairman U. D. A.

Here again the above Floor Sheet numbered A-20, does not bear the Signature of HDL, as the Owner

Commissioner-Justice F.N.D. Jayasuriya directed me to the same point on this Floor Sheet 'A-20' described as ELEVATOR HALL, and required me to examine and state what had been stated at such point. I examined and replied 'EL 24.5 - 66.5'

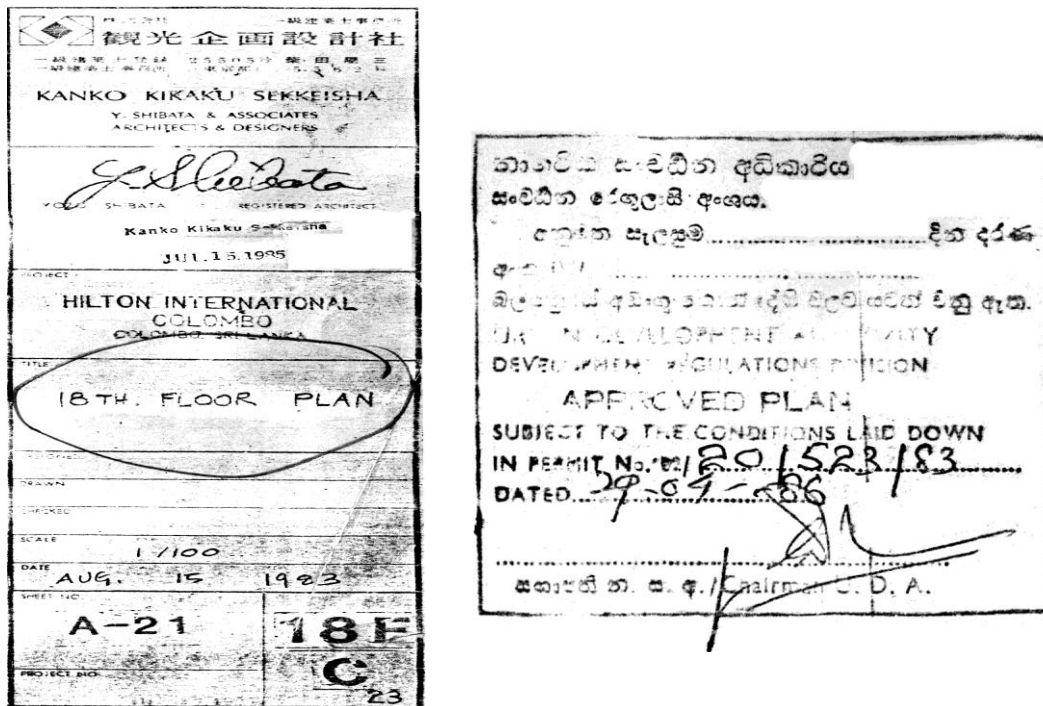


Commissioner-Justice F.N.D. Jayasuriya posed the question – “Witness, so the 4th Floor to the 17th Floor have elevations going up from 24.5 Meters to 66.5 Meters”. I affirmed that this was what was stated.

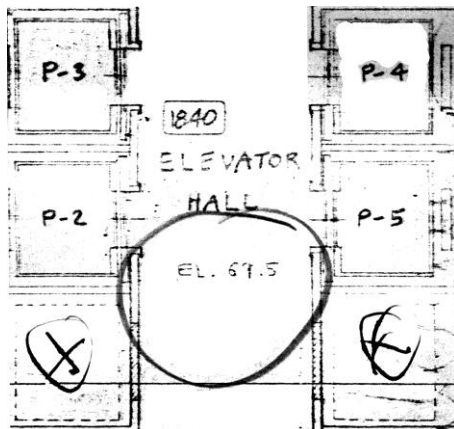
Commissioner-Justice F.N.D. Jayasuriya then exhorted – “So Witness, Sheet A-19 depicting the 3rd Floor, which you examined previously gave the 3rd Floor an elevation of 24.5 Meters, and Sheet A-20 which you now examined gives the elevation of the 4th Floor, also as 24.5 Meters ?” I re-checked and affirmed that this is what has been stated on these two Sheets A-19 and A-20.

Commissioner-Justice F.N.D. Jayasuriya, with the other Commissioners, Chairman Justice P.R.P. Perera and Justice H.S. Yapa, concurring, asserted that the 3rd Floor and the 4th Floor cannot be at the same elevation, and that this was an *inherent, intrinsic, impossibility*.

Commissioner-Justice F.N.D. Jayasuriya then directed me to examine the next Sheet of the Plans – Sheet numbered A-21, and upon being questioned, I confirmed that the title of this Floor Sheet was also *handwritten*, as the ‘18TH FLOOR PLAN’. Here again the Floor Sheet numbered A-21, does not bear the Signature of HDL, as the Owner



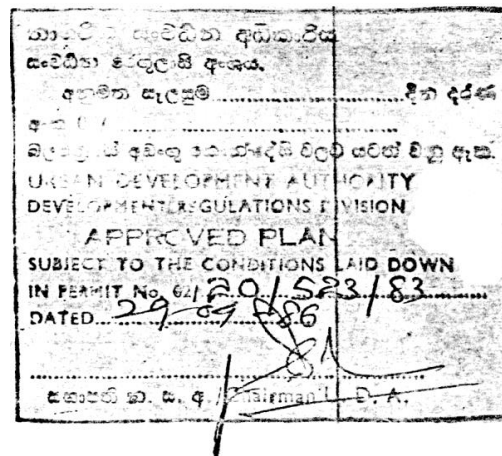
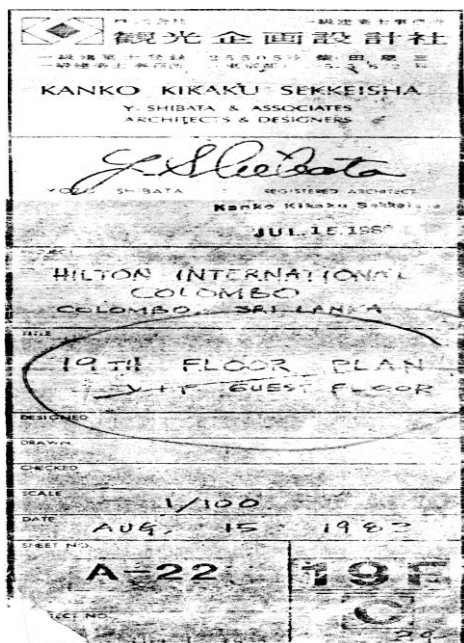
Commissioner-Justice F.N.D. Jayasuriya directed me to the same point, described as ‘ELEVATOR HALL’ on this Sheet A-21 labelled ‘18TH FLOOR PLAN’ and required me to examine and state, as to what had been stated at that point. I examined and answered – “EL 69.5”.



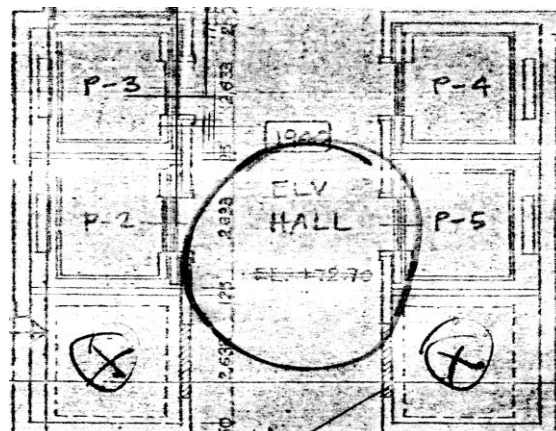
Commissioner-Justice F.N.D. Jayasuriya then required me to *re-examine* the previous Floor Sheet **A-20** giving the elevations from the 4th Floor to the 17th Floor and required me to note, what the elevation was in respect of the 17th Floor, and to also examine the Floor Sheet **A-21** in respect of the 18th Floor, and to state as to what the respective elevations were of the 17th Floor and the 18th Floor ? I examined and confirmed that the 17th Floor had been given an elevation of **66.5 Meters** on Floor Sheet **A-20**, and the 18th Floor had been given an elevation of **69.5 Meters** on Floor Sheet **A-21**.

Commissioner-Justice F.N.D. Jayasuriya then stated – “Witness, so there is a difference of 3 Meters between the elevation of the 17th Floor and the elevation of the 18th Floor, which gives the height between two Floors, in this case the 17th Floor and the 18th Floor, to be 3 Meters ?” I affirmed that this was so, as per the elevations given on these Floor Sheets **A-20** and **A-21**.

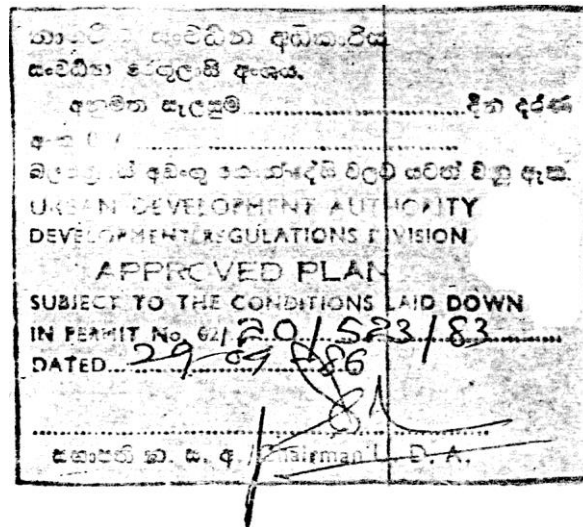
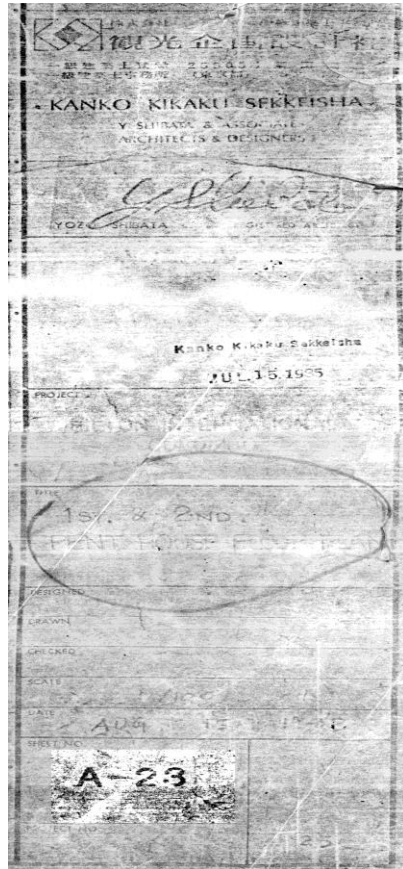
Commissioner-Justice F.N.D. Jayasuriya then required me to examine the next Floor Sheet **A-22**, and directed me to examine and state whether it had been labelled in *handwriting* as the ‘**19TH FLOOR PLAN**’. I examined and so affirmed. Here again the Floor Sheet numbered **A-22**, does not bear the Signature of HDL, as the Owner



Commissioner-Justice F.N.D. Jayasuriya then directed me to the same point described as ‘**ELEVATOR HALL**’ on Floor Sheet **A-22**, which was the 19th Floor, and required me to examine and state what was stated at that point. I examined and answered that it had been originally stated as ‘**EL +72.70**’, but that it had been *struck-off with a line* and reads as ‘**EL +72.70**’.



Commissioner-Justice F.N.D. Jayasuriya then directed to me examine the next Sheet **A-23** stated to be '1ST. 2ND PENTHOUSE FLOOR PLAN', which I confirmed was also *handwritten* and not printed with the use of a stencil. Here again the Floor Sheet numbered **A-23**, does not bear the Signature of HDL, as the Owner.

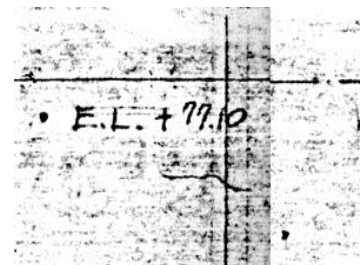
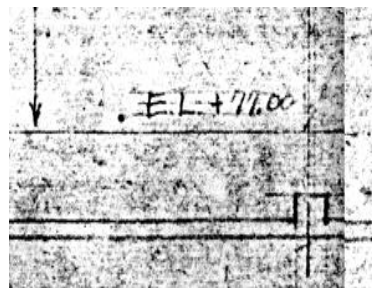
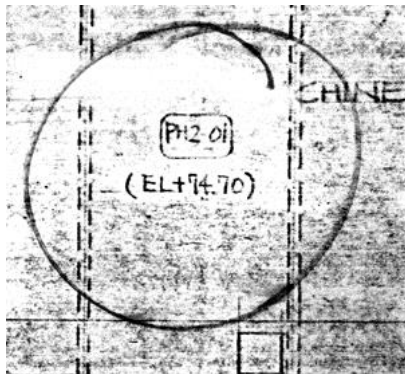
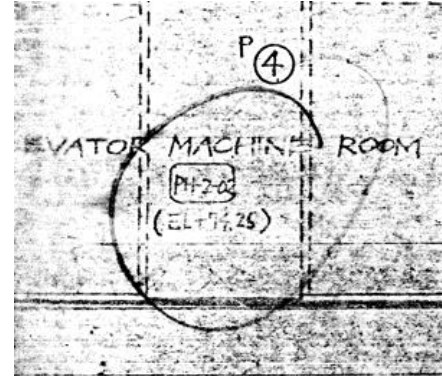
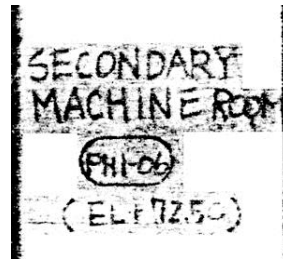
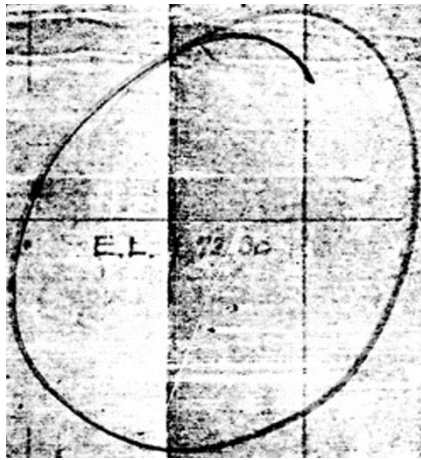


Commissioner-Justice F.N.D. Jayasuriya then directed me to examine and state, as to whether there are two Floors of Penthouses, or whether this Sheet **A-23** was simply the Roof Slab, with Machine Rooms at various elevations depicted on this Sheet **A-23** of the Plan in respect of the Roof Slab.

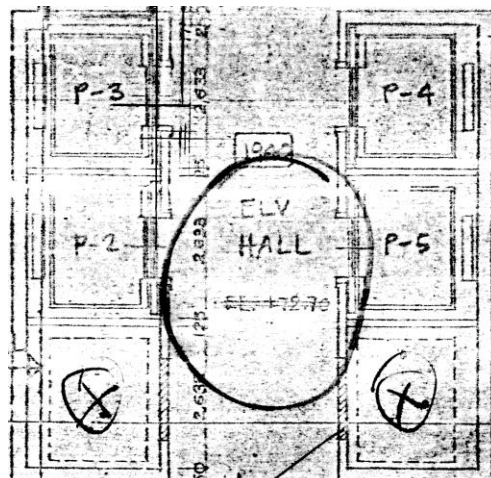
Previously, as had been directed by the Special Presidential Commission, I had visited the Colombo Hilton Hotel premises, and had gone up and inspected the Roof Slab. There were no Penthouses, but only some Machine Rooms for Plant and Equipment, installed at different heights.

Hence, admitting that I had visited and examined this Roof Slab depicted on Sheet **A-23**, I confirmed that there were no Penthouses on the Roof Slab, but there were Machine Rooms at different heights.

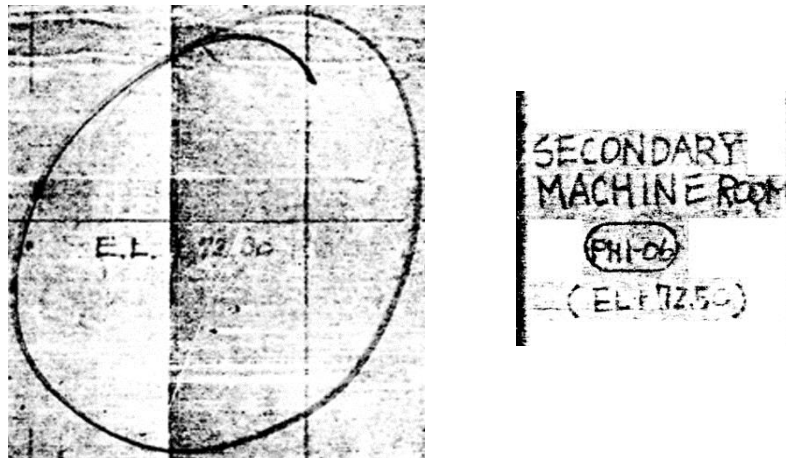
Commissioner-Justice F.N.D. Jayasuriya then required me to examine several points on this Sheet A-23, which was the Roof Slab, and state the elevations, which had been given thereon. Having examined Sheet A-23, I stated that there were different elevations varying from +72.00 Meters, +72.50 Meters, +74.25 Meters, +74.70 Meters, +77.00 Meters and +77.10 Meters.



Commissioner-Justice F.N.D. Jayasuriya then directed me to re-examine Sheet A-21, which depicted the 18TH FLOOR PLAN giving an elevation of +69.5 Meters. He then stated that with the 3 meter elevation gap between two Floors, Sheet A-22 depicting the 19th Floor should therefore have an elevation of 72.50 Meters i.e. 69.5 Meters + 3 Meters = 72.50 Meters, which had been given as +72.70 Meters, since the 19th Floor was to have a height of 3.2 Meters, and not 3 Meters. However that the elevation given as +72.70 Meters had subsequently been struck-off with a line. Having re-examined Floor Sheets A-21 and A-22, I affirmed that this was so.

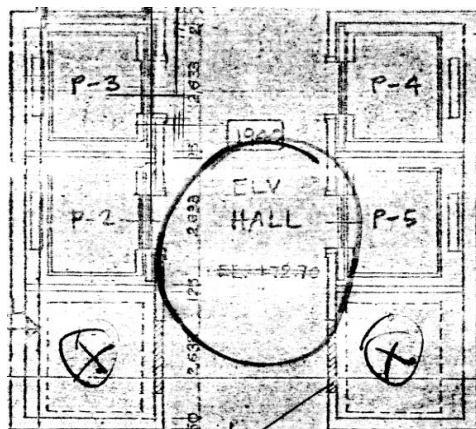


Commissioner-Justice F.N.D. Jayasuriya then questioned me, as to the lowest elevations depicted on the next Sheet A-23, which was the **Roof Slab**. I examined and answered that the lowest elevation given on Roof Slab Sheet A-23 was **72.00 Meters** and another elevation **72.50 Meters**.




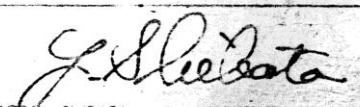
Commissioner-Justice F.N.D. Jayasuriya then stated – “Witness, so therefore, there was no 19th Floor as per Sheet A-22 ?” I agreed that, that was so, and that the elevation of the Roof Slab had elevations *even below the level of the elevation at which the 19th Floor should have been at, as depicted above.*


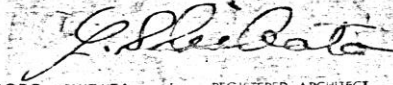
Commissioner-Justice F.N.D. Jayasuriya then *amusingly* pointed out, that as per the elevation of the 18th Floor of **69.5 Meters**, the elevation of the 19th Floor should have had an elevation of **72.5 Meters**, or **72.7 Meters**, 19th Floor having a higher height, and that the Roof Slab Sheet A-23, in fact, had elevations of **+72.00 Meters**, and **+ 72.50 Meters**, and that it therefore disclosed that *the Roof Slab was in fact below the 19th Floor !*



Commissioner-Justice F.N.D. Jayasuriya, with the other Commissioners, Chairman Justice P.R.P Perera, and Justice H.S. Yapa, concurring, asserted that the **Roof Slab** cannot be below the 19th Floor, and that *this was an inherent, intrinsic, impossibility.*

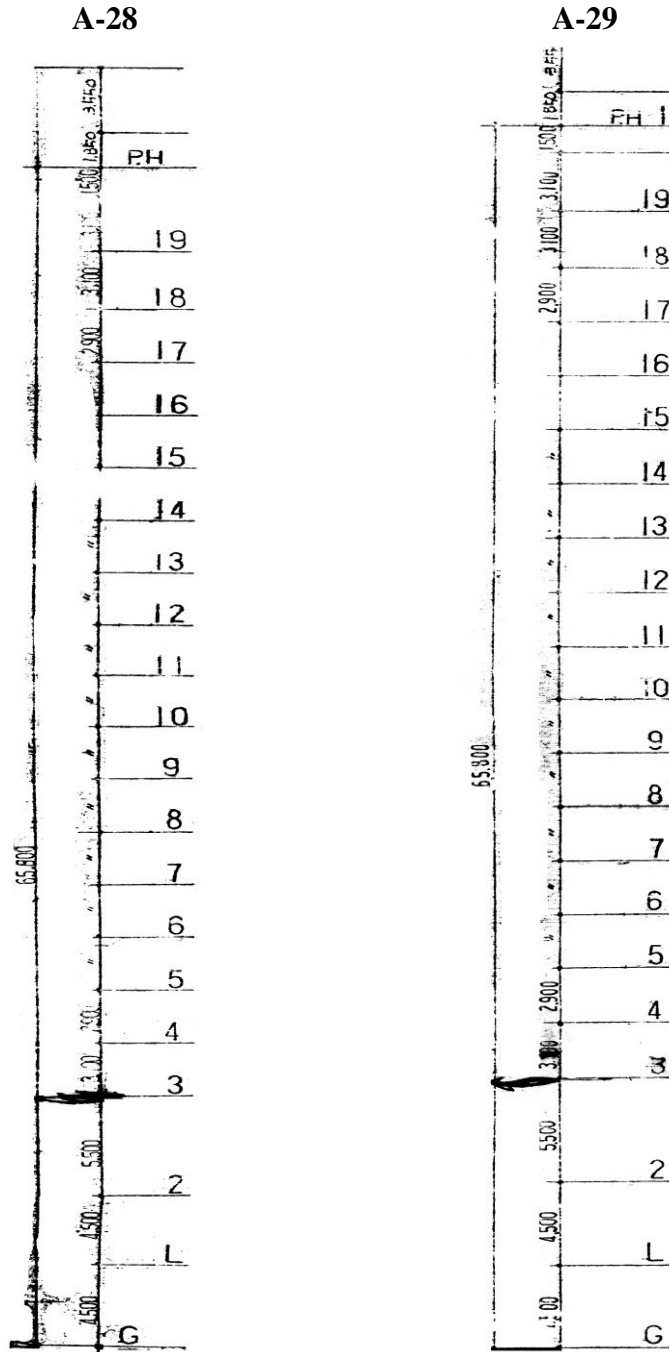
Commissioner-Justice F.N.D. Jayasuriya then directed me to examine the Sheets in the Amended Architectural Plans numbered A-28 and A-29, which had been respectively *handwritten*, as ‘**CROSS SECTION**’ and ‘**LONGITUDINAL SECTION**’. I did so – viz: Here again Sheets numbered A-28 and A-29, did not bear the Signature of HDL, as the Owner

 株式会社 観光企画設計社 一級建築士登録 25505 柴田 厚三 一級建築士事務所 (東京都) 5-3-5 2 3	
KANKO KIKAKU SEKKEISHA Y. SHIBATA & ASSOCIATES ARCHITECTS & DESIGNERS	
 YOZO SHIBATA REGISTERED ARCHITECT Kanko Kikaku Sekkeisha JUL. 15. 1985	
PROJECT HILTON INTERNATIONAL COLOMBO COLOMBO SRI LANKA	
TITLE CROSS SECTION	
DESIGNED	
DRAWN	
CHECKED	
SCALE 1/200	
DATE AUG. 15 1983	
SHEET NO. A-28	
PROJECT NO.	

 株式会社 観光企画設計社 一級建築士登録 25505 柴田 厚三 一級建築士事務所 (東京都) 5-3-5 2 3	
KANKO KIKAKU SEKKEISHA Y. SHIBATA & ASSOCIATES ARCHITECTS & DESIGNERS	
 YOZO SHIBATA REGISTERED ARCHITECT Kanko Kikaku Sekkeisha JUL. 15. 1985	
PROJECT HILTON INTERNATIONAL COLOMBO COLOMBO SRI LANKA	
TITLE LONGITUDINAL SECTION	
DESIGNED	
DRAWN	
CHECKED	
SCALE 1/200	
DATE AUG. 15 1983	
SHEET NO. A-29	
PROJECT NO.	

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 ඔලිම්පික් වී අඩංගු කොන්දේසි වලට යටත් වනු ඇත.
 URBAN DEVELOPMENT AUTHORITY
 DEVELOPMENT REGULATIONS DIVISION
 APPROVED PLAN
 SUBJECT TO THE CONDITIONS LAID DOWN
 IN PERMIT No. 02/20/523/83
 DATED 29-04-83
 සභාපති න. ස. අ. Chairman U. D. A.

Commissioner-Justice F.N.D. Jayasuriya then directed me to examine the Floor height elevations given on the *Scales* on the **left hand side** of these Sheets numbered **A-28** and **A-29**. He required me to examine and confirm the height difference given between two Floors. I did so and confirmed that it was '**2.90 Meters**' and not '**3.0 Meters**', as had been borne out by the previous Floor Sheets, which I had examined.



Commissioner Justice F.N.D. Jayasuriya then stated – “Witness, so the elevations shown on the '**CROSS SECTION SHEETS**' of these Architectural Plans in respect of the relevant Floors are different to the elevations given on the respective Floor Sheets of these very same Architectural Plans, which you have just examined ?” I examined and answered in the affirmative.

Commissioner Justice F.N.D. Jayasuriya, with the other Commissioners, Chairman Justice P.R.P. Perera and Justice H.S. Yapa, *concurring*, asserted that elevations given on the Floor Sheets of these Architectural Plans, cannot be different to the elevations given in respect of these very same Floors in the *Scales* given in the ‘**CROSS SECTION SHEETS**’, of the very same Architectural Plans, depicting the height of the Building, and that this too was an *inherent, intrinsic, impossibility*.

Commissioner Justice F.N.D. Jayasuriya then questioned – “*Witness, do you not admit that a Building can never be built to be in conformity with such Architectural Plans ?*” I answered in the *affirmative*.

Commissioner-Justice F.N.D. Jayasuriya then exhorted – “*Witness, let alone constructing such a Building, the UDA could never have approved such a set of Architectural Plans ?*”. I admitted that the UDA could never have approved such *lop-sided* Architectural Plans, where the elevations depicted on the Floor Sheets, were different to the elevations shown in respect of these very same Floors on the ‘**CROSS-SECTIONAL SHEETS**’ of the very same set of Architectural Plans.

Commissioner-Justice F.N.D. Jayasuriya, with the other Commissioners, Chairman Justice P.R.P. Perera and Justice H.S. Yapa, *concurring*, asserted that the UDA could never ever have approved such a set of Architectural Plans, raising the question, as to *how the UDA could have ever approved such a set of Architectural Plans ?*

Having so *educated me* on how the *elevations* of a Building should be *probed* and *examined*, when one alleges that the height of a Building is short, Commissioner-Justice F.N.D. Jayasuriya, having made such *startling* disclosures of *irrefutable evidence of criminality*, bursting into laughter, *amusingly* stated – “*Witness, the Japanese bowled a ‘googly’ and you got bowled*” ! (*I was made to understand that the Commissioner-Justice F.N.D. Jayasuriya was an ardent fan of the game of Cricket !*)

With the permission of the Commissioners-Justices, I respectfully responded – “*No, I bowled a simple ‘straight ball’ and the Japanese got clean bowled in the Supreme Court of Sri Lanka !*” Commissioner-Justice F.N.D. Jayasuriya burst into further laughter !

With further permission of the Commissioners-Justices, I stated that these amended Architectural Plans could be best described by a ‘*Rugger Ball*’ – I said “*It looks shorter when looked upon from one side, and looks taller, when looked upon from another side !*”

Commissioner-Justice F.N.D. Jayasuriya, then requested Counsel representing the persons, on whom Show Cause Notices had been served, containing Charges of fraud against the Government of Sri Lanka, including Counsel, L.C. Seneviratne, President’s Counsel, appearing for the Japanese Architects Kankō Kikaku Sekkeisha Yozo Shibata & Associates to *cross-examine* me on the foregoing evidence.

All Counsel appeared to have got *stumped* and none of the Counsel came forward to *cross-examine* me on the foregoing evidence of *irrefutable evidence of criminality*, notwithstanding Commissioner-Justice F.N.D. Jayasuriya having *amusingly* exhorted them repeatedly on several days each morning, to *cross-examine* me on the aforesaid evidence, *if they could*, and he placed on record of such inability on the part of these Counsel to have *cross-examined* me on the foregoing evidence.


The aforesaid Counsel when asked by the Special Presidential Commission, as to what explanations they had, they merely said that they had no explanations, whatsoever, and *that their Clients could not answer*.

When Counsel L.C. Seneviratne, President’s Counsel, representing the Japanese Architects Kankō Kikaku Sekkeisha Yozo Shibata & Associates first appeared before the Special Presidential Commission, he assured the Commission that his Clients would tender a copy of the original Architectural Plans of the Colombo Hilton Hotel to the Commission.


However, after the foregoing *irrefutable* evidence of criminality, Counsel L.C. Seneviratne, President's Counsel, withdrew from appearing before the Special Presidential Commission, and no such original Architectural Plans of the Colombo Hilton Hotel ever forth came !

Copies of the Floor Sheets referred to above of the *purported* Amended Architectural Plans, namely, **A-19, A-20, A-21, A-22**, Roof Slab **A-23**, and Cross Sectional Sheets **A-28** and **A-29** are given at the end of this Chapter.

3 sections from 3 Sheets **A-21, A-23** and **A-28** of the 21 Sheet Architectural Plans, *purporting* to be a copy of the original Architectural Plans of the Colombo Hilton Hotel, *mysteriously* forwarded to the Ministry of Finance by the UDA in May 1990 referred to in Chapter 3, are set out below *demonstrating* that these Sheets had been from the above Sheets, however with the signatures and dates thereon *deleted* and rubber stamped with date " '83.6.29". When the *genuineness* of these Architectural Plans were questioned by me in May 1990, this copy too *mysteriously disappeared* from the UDA. However, I had made a copy thereof at the Ministry of Finance !

 株式会社 観光企画設計社 一級建築士登録 25505号 柴田 陽三 一級建築士事務所 (東京都) 5562号	
KANKO KIKAKU SEKKEISHA Y. SHIBATA & ASSOCIATES ARCHITECTS & DESIGNERS	
YOZO SHIBATA REGISTERED ARCHITECT	
PROJECT HILTON INTERNATIONAL COLOMBO COLOMBO, SRI LANKA	
TITLE 18TH FLOOR PLAN	
DESIGNED	
DRAWN	
CHECKED	
SCALE 1/100	
DATE '83.6.29	
SHEET NO. A-21	18F
PROJECT NO.	C

 株式会社 観光企画設計社 一級建築士登録 25505号 柴田 陽三 一級建築士事務所 (東京都) 5562号	
KANKO KIKAKU SEKKEISHA Y. SHIBATA & ASSOCIATES ARCHITECTS & DESIGNERS	
YOZO SHIBATA REGISTERED ARCHITECT	
PROJECT HILTON INTERNATIONAL COLOMBO COLOMBO, SRI LANKA	
TITLE 1ST & 2ND PENT HOUSE FLOOR PLAN	
DESIGNED	
DRAWN	
CHECKED	
SCALE 1/100	
DATE '83.6.29	
SHEET NO. A-23	14
PROJECT NO.	14

 株式会社 観光企画設計社 一級建築士登録 25505号 柴田 陽三 一級建築士事務所 (東京都) 5562号	
KANKO KIKAKU SEKKEISHA Y. SHIBATA & ASSOCIATES ARCHITECTS & DESIGNERS	
YOZO SHIBATA REGISTERED ARCHITECT	
PROJECT HILTON INTERNATIONAL COLOMBO COLOMBO, SRI LANKA	
TITLE CROSS SECTION	
DESIGNED	
DRAWN	
CHECKED TAKI	
SCALE 1/200	
DATE '83.6.29	
SHEET NO. A-28	19
PROJECT NO.	19

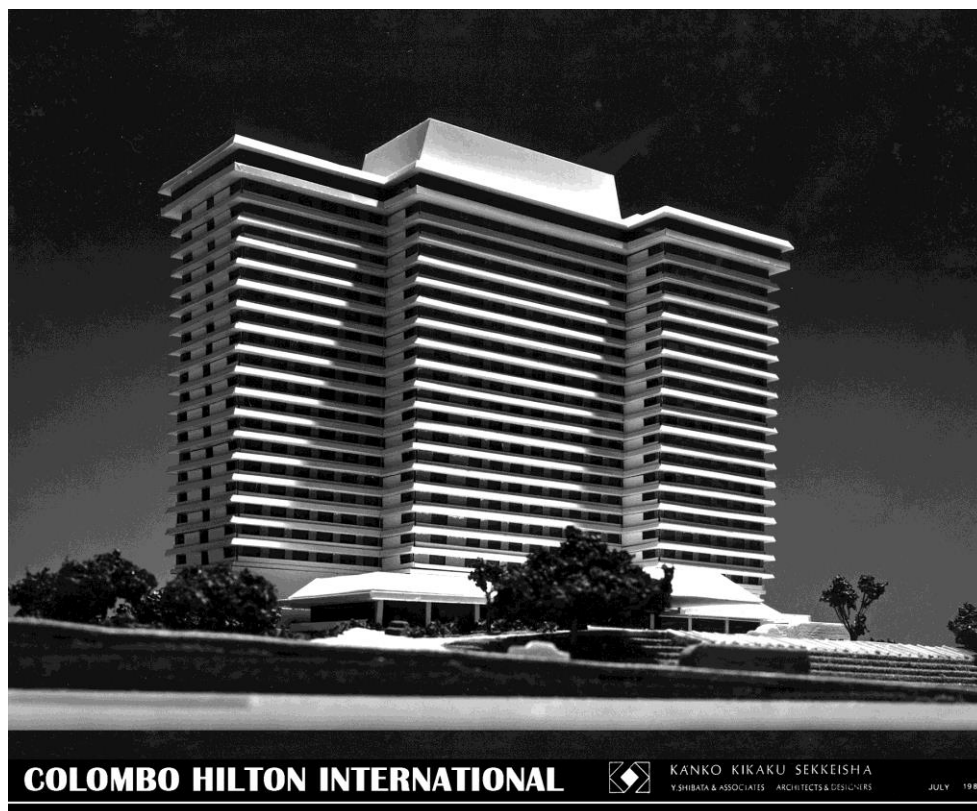
Further Investigations

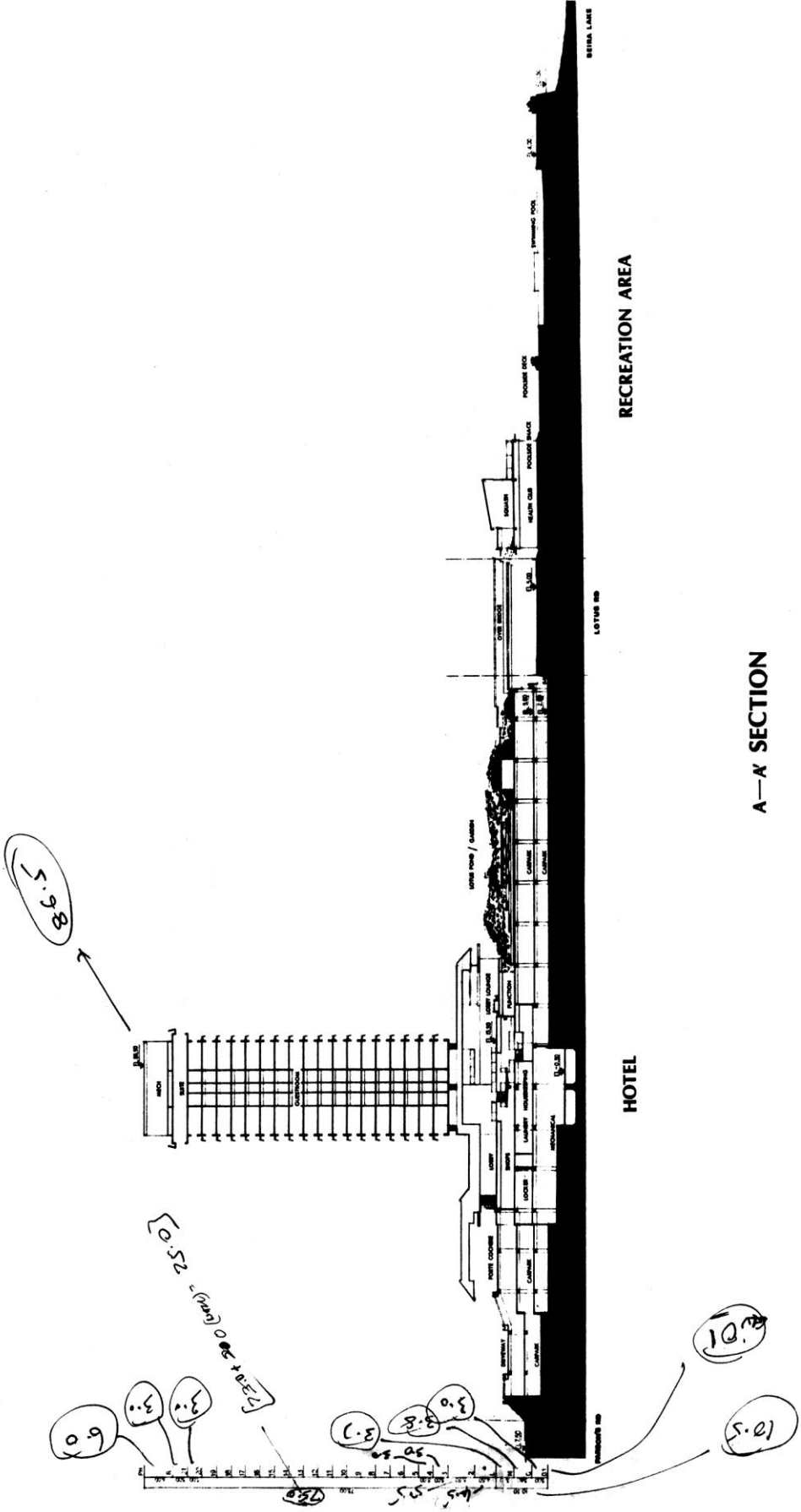
At one stage during the above examination of me on these *purported* Amended Architectural Plans by Commissioner-Justice F.N.D. Jayasuriya, I sought the permission of the Commission, through the Solicitor General, P.L.D. Premaratne, President's Counsel, to examine these *purported* Amended Architectural Plans, with the assistance of a Chartered Architect, before I was further examined thereon, and to afford me an opportunity to do so.

The Special Presidential Commission granted me permission, and I was allowed to examine these *purported* Amended Architectural Plans, on the immediately following Sunday, together with a Chartered Architect. As directed by the Special Presidential Commission, the Secretary of the Special Presidential Commission allowed me and a Chartered Architect, P. Kokuleraj, to examine the said *purported* Amended Architectural Plans on the following Sunday, before I resumed being further examined by the Special Presidential Commission on the said *purported* Amended Architectural Plans during the following week.

Having carried out an *in-depth* examination with the assistance of a Chartered Architect, of these *purported* Amended Architectural Plans, I submitted the following Schedules in relation to the *elevations* depicted on the Floor Sheets of these *purported* Amended Architectural Plans, compared with the Project Plan of July 1980, which also had been prepared by the Japanese Architects, Kanko Kikaku Sekkeisha Yozo Shibata & Associates, *based upon which Hilton International had prepared the Profitability Forecast for the Colombo Hilton Hotel.*

The *startling disclosure* was that the elevations shown on the Floor Sheets of these *purported* Amended Architectural Plans were identical to the elevations shown in respect of these very Floors on the Cross Sectional Sheet of the Project Plan of July 1980, which had been drawn by the Japanese Architects, Kanko Kikaku Sekkeisha Yozo Shibata & Associates.





A-A SECTION

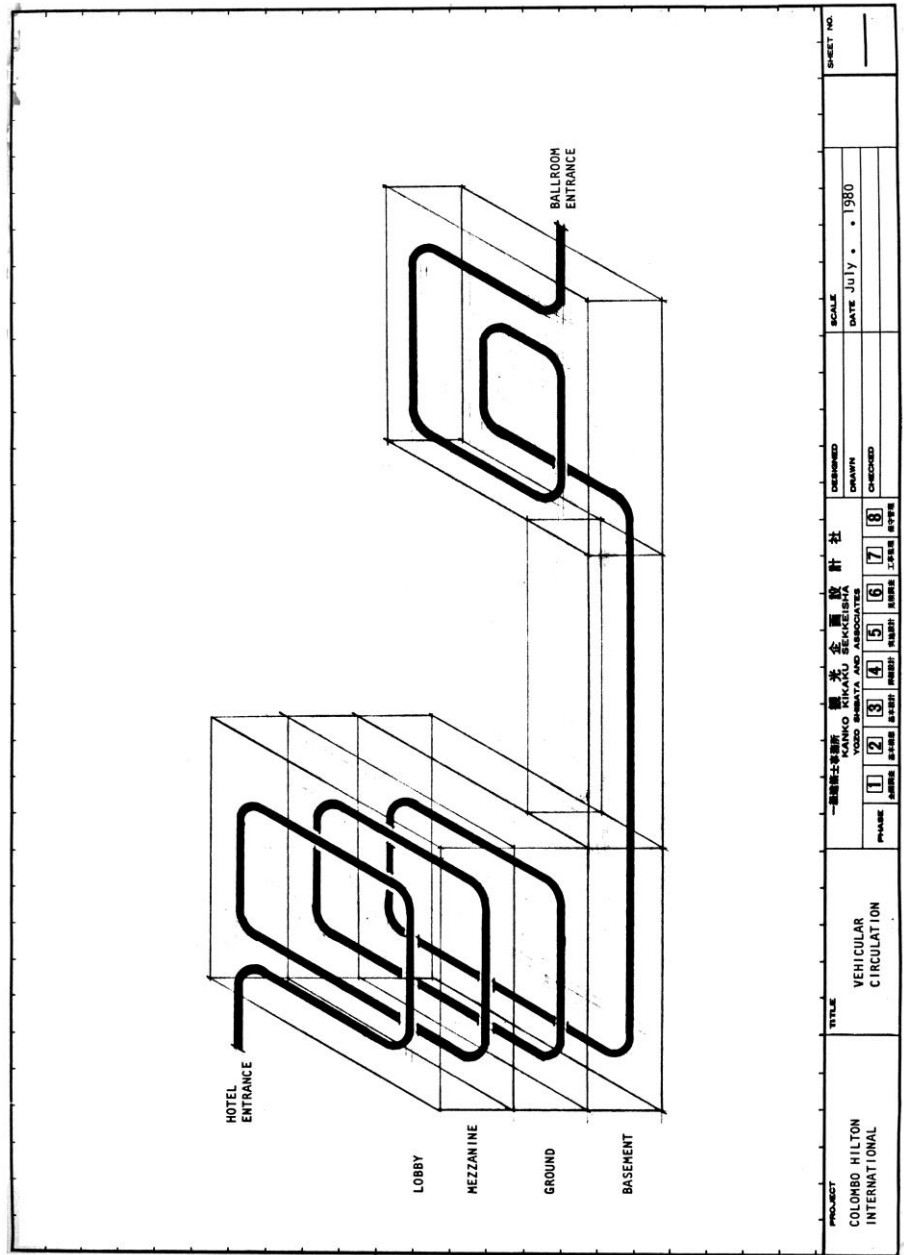
COLOMBO HILTON INTERNATIONAL

This well and truly established, that the original Architectural Plans, which had been submitted to the UDA on 19th October 1983 had been drawn in conformity with the Project Plan of July 1980.

What was *discovered* was that some of the Sheets of the original Architectural Plans submitted to the UDA on 19th October 1983 had been *detached / removed* and/or *tampered with* to accommodate the replacement in place thereof, with new Sheets labeled in *handwriting* to *surreptitiously* compile the *purported* Amended Architectural Plans of August 1985, whereby the elevations, as disclosed above were not only *inconsistent*, but revealed the shocking *absence* of a Floor at the 3rd / 4th Floor Levels, and also the *absence* of the 19th Floor !

Furthermore, it revealed that the Sheets pertaining to the Basements had been removed, since the Floor Sheets of the *purported* Amended Architectural Plans had commenced with the Serial No. **A-08**, with Floor Sheets numbered **A-01** to **A-07**, which ought to have been in relation to the Basement also been *missing*.

The Sheet titled '**Vehicular Circulation**' in the Project Plan of July 1980 of the Japanese Architects, Kanko Kikaku Sekkeisha Yozo Shibata & Associates given below *depicts* the Basement.



Tabulated Schedules submitted by me to the Special Presidential Commission

Furthermore, I pointed out the *incongruousness* of the Floor elevations *range* depicted for the typical 14th Floor to 17th Floor i.e. ‘**24.5 Meters**’ – ‘**66.5 Meters**’, which gives a height difference of ‘**42 Meters**’ to be also an *inherent, intrinsic, impossibility*, in that, when divided by the difference in elevations depicted on the *Scales* given **on the left hand side** of the Cross Sectional Sheets of the *purported* Amended Architectural Plans, giving the heights of the respective Floors of the Hotel Building, where the height between two Floors was given as ‘**2.9 Meters**’, then the height of ‘**42 Meters**’ divided by the elevation difference of ‘**2.9 Meters**’ between two Floors, gives an *amazing* answer of **14½ Floors**, which discloses the *blatant cannibalization* of the original Architectural Plans submitted to the UDA on 19th October 1983, and the *questionable reckless approval of the purported amended Architectural Plans by the UDA on 29th April 1986*, without the signature thereon of HDL, as the Owner.

I also reconciled the height difference of ‘**7.6 Meters**’ in excluding two Floors. The exclusion of the Basement Levels was another matter.

I set out below the Tabulated Schedules submitted to the Special Presidential Commission during my aforesaid examination by Commissioner-Justice F.N.D. Jayasuriya.

SCHEDULE A

THE SPECIFIC ELEVATIONS GIVEN ON THE FLOOR SHEETS OF THE AMENDED PLAN [P163] FILED WITH THE UDA IN AUGUST 1985 ARE IDENTICAL WITH THE FLOOR ELEVATIONS GIVEN IN THE SCHEMATIC PLAN P4/P4A

The original Architectural Plans of August 1983 filed with the UDA, but missing was to have on the basis of P4/P4A

	<u>Mt.</u>	<u>Mt.</u>	
Middle Tower Machine Room-Roof Top Wall Height	2.0 – Total Height With Wall	+ 86.5	
Machine Room on Middle Tower, [including Air Gap For Noise Control]	6.0 – Machine Room Roof Slab	+ 84.5	
21 st Floor Height	3.0 – 21 st Floor Roof	+ 78.5	
20 th Floor – 21 st Floor	3.0 – 21 st Floor	+ 75.5	
19 th Floor – 20 th Floor	3.0 – 20 th Floor	+ 72.5 –	+ 72.5 Elevation given in A23 as Machine Room alleged Floor Level [+ 72.7 Elevation in A22 [alleged 19 th Floor]
18 th Floor – 19 th Floor	3.0 – 19 th Floor	+ 69.5 –	+ 69.5 Elevation in A21 [alleged 18 th Floor]

17 th Floor – 18 th Floor	3.0 – 18 th Floor	+ 66.5	+ 66.5 Elevation in A20 [<i>alleged 17th Floor</i>]
16 th Floor – 17 th Floor	3.0 – 17 th Floor	+ 63.5	
15 th Floor – 16 th Floor	3.0 – 16 th Floor	+ 60.5	
14 th Floor – 15 th Floor	3.0 – 15 th Floor	+ 57.5	
13 th Floor – 14 th Floor	3.0 – 14 th Floor	+ 54.5	
12 th Floor – 13 th Floor	3.0 – 13 th Floor	+ 51.5	
11 th Floor – 12 th Floor	3.0 – 12 th Floor	+ 48.5	
10 th Floor – 11 th Floor	3.0 – 11 th Floor	+ 45.5	$66.5 - 24.5 = \frac{42}{3} = 14$ Floors
9 th Floor – 10 th Floor	3.0 – 10 th Floor	+ 42.5	i.e. 4 th Floor to the 18 th Floor
8 th Floor – 9 th Floor	3.0 – 9 th Floor	+ 39.5	
7 th Floor – 8 th Floor	3.0 – 8 th Floor	+ 36.5	
6 th Floor – 7 th Floor	3.0 – 7 th Floor	+ 33.5	
5 th Floor – 6 th Floor	3.0 – 6 th Floor	+ 30.5	
4 th Floor – 5 th Floor	3.0 – 5 th Floor	+ 27.5	
3 rd Floor – 4 th Floor	3.0 – 4 th Floor	+ 24.5 –	+ 24.5 Elevation in A20
2 nd Floor – 3 rd Floor	5.5 – 3 rd Floor	+ 21.5	} + 8 <i>Lobby Lounge + 13.5</i> + 2
Lobby Floor – 2 nd Floor	4.5 – 2 nd Floor	+ 16.0	
Mez. Floor – Lobby Level	3.7 + Lobby Level	+ 11.5	
Ground Floor – Mez. Floor	3.8 Mez. Floor	+ 7.8	
Car Park Level – Grd. Floor	3.0 Ground Floor	+ 4.0	
	Car Park Level	+ 1.0	[+ Car Park Levels + 2.8 & + 5.8 and small Mechanical Level – 0.50]

SCHEDULE B

FLOOR ELEVATIONS AS PER CROSS-SECTIONAL SHEETS OF THE AMENDED PLAN [P163] ARE AT VARIANCE WITH THE ELEVATIONS GIVEN ON THE FLOOR SHEETS OF THIS VERY SAME PLAN [P163]

	<u>Mt.</u>	<u>Mt.</u>	
Machine Room on Middle Tower only – Height	5.0 i.e. Roof Slab on Middle Tower Machine Room	+ 77.8	– But in A23 Middle Tower Roof Top Elevation + 77.0
Air-Gap Area above 19 th Floor Roof For Noise Control	1.5 i.e. Machine Roof Floor	+ 72.4	
19 th Floor Height	3.1 i.e. 19 th Floor Roof	+ 70.9	
18 th Floor – 19 th Floor	3.1 i.e. 19 th Floor	+ 67.8	– But in A22 19 th Floor Elevation + 72.7
17 th Floor – 18 th Floor	2.9 i.e. 18 th Floor	+ 64.7	– But in A21 18 th Floor Elevation + 69.5
16 th Floor – 17 th Floor	2.9 i.e. 17 th Floor	+ 61.8	– But in A20 17 th Floor Elevation + 66.5
15 th Floor – 16 th Floor	2.9 i.e. 16 th Floor	+ 58.9	
14 th Floor – 15 th Floor	2.9 i.e. 15 th Floor	+ 56.0	
13 th Floor – 14 th Floor	2.9 i.e. 14 th Floor	+ 53.1	Note:
12 th Floor – 13 th Floor	2.9 i.e. 13 th Floor	+ 50.2	$66.5 - 24.5 = \frac{42}{2.9} = 14.5$ Floors
11 th Floor – 12 th Floor	2.9 i.e. 12 th Floor	+ 47.3	<i>This cannot be</i>
10 th Floor – 11 th Floor	2.9 i.e. 11 th Floor	+ 44.4	
9 th Floor – 10 th Floor	2.9 i.e. 9 th Floor	+ 41.5	
8 th Floor – 9 th Floor	2.9 i.e. 8 th Floor	+ 38.6	
7 th Floor – 8 th Floor	2.9 i.e. 8 th Floor	+ 35.7	
6 th Floor – 7 th Floor	2.9 i.e. 7 th Floor	+ 32.8	
5 th Floor – 6 th Floor	2.9 i.e. 6 th Floor	+ 29.9	
4 th Floor – 5 th Floor	2.9 i.e. 5 th Floor	+ 27.0	
3 rd Floor – 4 th Floor	3.1 i.e. 4 th Floor	+ 24.1	– But in A20 4 th Floor Elevation + 24.5
2 nd Floor – 3 rd Floor	5.5 i.e. 3 rd Floor	+ 21.0	– But in A19 3 rd Floor Elevation + 24.5
Lobby Floor – 2 nd Floor	4.5 i.e. 2 nd Floor	+ 15.5	
As per KKS SHEET A28	Lobby Level	+ 11.0	

SCHEDULE C

RECONCILIATION OF ELEVATIONS

	Mts.
21 st Floor Roof Top as per <i>Original Plan</i> containing 19 Guest Room Floors	78.5
19 th Floor Roof Top as per <i>Amended Plan</i> containing only 17 Guest Room Floors	<u>70.9</u>
<i>∴ Difference in Height</i>	<u>7.6</u>
Amendments made in Elevations in Amended Plan :	
Removal of 2 Guest Room Floors 3Mt. x 2 Nos.	- 6.0
3 rd , 18 th & 19 th Floor heights given as 3.1 Mt. and not 3 Mt. as originally	- 0.3
Other 14 Floor heights given as 2.9 Mt. and not 3 Mt. as originally	- 1.4
3 rd Floor Level Elevation in Amended Plan taken as 21.0 Mt., whilst original Plan Level had been 21.5 Mt.	- 0.5
<i>∴ Reconciled Difference in Height</i>	<u>7.6</u>

Corroboration by Affidavit of Cornel & Co. Ltd.

Affidavit dated 21st July 1995 in District Court of Colombo Case No. 4414/Spl., of Cornel & Co. Ltd., sworn by its Chairman & Managing Director, C.L. Perera (*vide Appendix V*), who was also the Chairman & Managing Director of HDL, had *corroborated* the stance I had taken in instituting the District Court of Colombo Case No. 3155/Spl., which had been upheld by the Supreme Court of Sri Lanka, the *highest judiciary of the country*, as a serious *prima-facie* case of fraud *with real prospect of success of being proven*.

Adducing a copy of the aforesaid Affidavit to the Special Presidential Commission, I cited the following 3 paragraphs from the said Affidavit, sworn by the Chairman & Managing Director of HDL, C.L. Perera

"56. I further plead that as the Supreme Court has already observed that prima facie fraud has been established and in any event, in all probabilities the alleged fraud to have been committed by the Mitsui and Taisei will be established in the action and in that event, the H.D.L. will not have to make any payment to Mitsui and Taisei and the guarantee given by the Government of Sri Lanka can be set aside or cancelled or revoked.

59. I further state that the Supreme Court of this country had already observed that prima facie fraud had been established on the part of Mitsui and Taisei and that in all probabilities that the fraud committed by the said Mitsui Taisei will be established in the said Case No. 3155/Spl. instated by Mr. N.S. Ameresekere as representing HDL.

60. I further state that since the matters stated in Case No. 4392/Spl., are the same as stated in Case No. 3155./Spl., the said Case No. 4392/Spl., there is a strong likelihood of this action also being successful and the Government of Sri Lanka will be retrieved of all burdens under the said guarantees "P15" and "P16". "

Upon such *corroborative* evidence being disclosed, Chairman-Justice P.R.P Perera of the Special Presidential Commission, could not help, but *involuntarily spontaneously observe* that this was a 'black case', as black as the case of the Buddhist Priest Talduwa Somarama Thera, who was sentenced to death, for having shot dead on 25th September 1959 Sri Lanka's then Prime Minister S.W.R.D. Bandaranaike, father of President Chandrika Bandaranaike Kumaratunga.

Chairman-Justice P.R.P Perera said that he was reminded, as a then law student following that Case, of what Justice T.S. Fernando had remarked to Counsel C.G. Weeramantry, appearing for the accused Somarama Thera, that Counsel had not yet been born to defend the Accused, but that Counsel C.G. Weeramantry had done a lot of work for the defence, in a same way Counsel for C.L. Perera was so *exactly* doing. Chairman-Justice P.R.P Perera went on to clarify that his comments were made in a *lighter vein*, and that he was not drawing an *analogy* between Somarama Thera's Case and this Case, where *Counsel was doing his work ably* !

The foregoing Affidavit had been sworn in support of the averments in a Complaint filed on 21st July 1995 in District Court of Colombo Case No. 4414/Spl., which Complaint had been settled by S. Sivarasa, President's Counsel.

Previously, immediately after the District Court of Colombo had issued Enjoining Orders on 17th September 1990 in my derivative action in law, District Court of Colombo Case No. 3155/Spl., on the advice of my Senior Counsel, P. Navaratnaraja, Queen's Counsel, De Silva & Perera, my Attorneys-at-Law by Letter dated 11th October 1990 retained the services of one of his previous juniors, S. Sivarasa, President's Counsel, for filing of *criminal proceedings*, which Senior Counsel, P. Navaratnarajah, Queen's Counsel was *adamant* to file, against the *wrong-doer* parties, named in the Civil Proceedings.

DE SILVA & PERERA
SOLICITORS, ATTORNEYS-AT-LAW AND NOTARIES PUBLIC

no : 27767
r Ref :
ur Ref : JWD/SWM/90.

Nos 34/G4, 65 & 1/49,
New Lawyers Complex,
San Sebastian Hill,
Colombo 12.
J. W. D. PERERA (Solicitor)
Residence : 10, Sinshala Road,
Colombo 6 Telephone : 503596

11th October 19.....90.

Mr. S. Sivarasa,
Attorney-at-Law,
60, Vivekananda Road,
Colombo 6.

Dear Sir,

D.C. Case No. 3155/Special -
Mr. Nihal Sri Amerasekera Vs
Mitsui & Co. Ltd. Japan and others

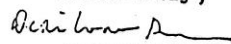
Reference our telephone conversation, we understand that our client, Mr. Nihal Sri Amerasekera has forwarded to you a copy of the Complaint and the Order in the above mentioned action. We now forward 3 Files containing the Documents marked in the said Complaint.

We also enclose copies of relevant correspondence had after the filing of the above action.

We would like you to examine the possibility of preparing a Complaint and Charge Sheet for a criminal action in the High Court of Colombo.

We enclose a cheque for Rs.5250/- being a retainer.

Yours faithfully,



Thereupon, together with Junior Counsel, S.P. Sriskantha, Attorney-at-Law, and a *para-legal* Assistant, K. A. Somapala, as had been arranged by De Silva & Perera, my Attorneys-at-Law, I had consultations with S. Sivarasa, President's Counsel, to apprise him of the facts pertaining to the District Court of Colombo Case No. 3155/Spl., which I had instituted on 13th September 1990. Copies of all relevant Documents were handed over and forwarded to S. Sivarasa, President's Counsel. Having considered the Documents and the facts, S. Sivarasa, President's Counsel, required Junior Counsel, S.P. Sriskantha to prepare a Note for him to settle papers.

However, the foregoing criminal action was not pursued with immediately by P. Navaratnarajah, Queen's Counsel, since the delivery of the Order on the issuance of the Interim Injunctions in the said District Court of Colombo Case No. 3155/Spl., took considerable time. Such Order was delivered only on 28th October 1991, after the Enjoining Orders had been issued over *one year previously* on 17th September 1990.

In the foregoing circumstances, upon disclosure of appearance by S. Sivarasa, President's Counsel and in a previous Case referred to above i.e. District Court of Colombo Case No. 4392/Spl., which had been instituted by a Shareholder of HDL, *at the instigation of interested and/or affected parties*, Letters dated 12th July 1995 and 25th November 1995 were sent to S. Sivarasa, President's Counsel by De Silva & Perera, my Attorneys-at-Law, with Letter dated 31st August 1995 addressed to them by Junior Counsel, S. Sriskantha, Attorney-at-Law, *corroborating* the facts stated by De Silva & Perera, Attorneys at Law.

Averments in the Complaint in the District Court of Colombo Case No. 4392/Spl., were identical *per verbatim*, as those in my Complaint in District Court of Colombo Case No. 3155/Spl., (*vide Analytical Schedule to Affidavit in Appendix V*) whereby the facts in the averments, which could not have been known to the Plaintiff Shareholder in the said Case No. 4392/Spl, and which facts had been pleaded by me, as a Director of HDL, had been included therein by S. Sivarasa, President's Counsel ! (*Colombo Hilton Hotel Construction - Fraud on Sri Lanka Government Vol. 3- Settlement at instance of Mitsui, Taisei & Sri Lanka Government – by same Author*)

Hence, as sworn in the above Affidavit of C.L. Perera, Chairman & Managing Director of HDL, the above Case too had *corroborated* the stance take by me in my derivative action in law, District Court of Colombo Case No. 3155/Spl, but had opposed the Settlement thereof, which Settlement had been required by the Government of Sri Lanka, at the instance of Mitsui & Taisei Consortium and Japanese diplomatic channels.

Nevertheless, S. Sivarasa, President's Counsel, by Letter dated 24th July 1995, and subsequent Letters sent on his behalf by Murugesu & Neelakandan, Attorneys-at-Law, took up the position, that no *confidential* matters had been discussed with him by me and my Junior Counsel, *initially* he having *feigned* that he had only a *faint recollection* of his services having been retained, with payment and consultations, in that behalf, *which was never returned* !

Subsequently, in certain Cases, with Complaints settled and supported by S. Sivarasa, President's Counsel, a *diametrically opposite stance* was taken, as against the stance taken by the foregoing 3 paragraphs, cited from the Complaint and Affidavit in the District Court of Colombo Case No. 4414/Spl. (*Colombo Hilton Hotel Construction - Fraud on Sri Lanka Government Vol. 3- Settlement at instance of Mitsui, Taisei & Sri Lanka Government – by same Author*)

The correspondence exchanged with S. Sivarasa, President's Counsel are given in Appendix VI. The Supreme Court (Conduct of and Etiquette for Attorneys-at-Law) Rules are given in Appendix VII

Sittings of the Special Presidential Commission *adjourned* due to ill-health of Commissioner-Justice F.N.D. Jayasuriya

Commissioner-Justice F.N.D. Jayasuriya having fallen seriously ill and having been hospitalized, the sittings of the Special Presidential Commission into this Inquiry on the matter of the fraud perpetrated on the Government of Sri Lanka, in the construction of the Colombo Hilton Hotel, funded on State Guarantees issued to Mitsui & Taisei Consortium, on behalf of HDL, by the Government of Sri Lanka, committing public funds, *was adjourned*.

In such circumstances, I addressed Letter dated 9th March 1997 to Deputy Solicitor General, A.R.C. Perera, who was assisting Solicitor General P.L.D. Premaratne, President's Counsel, for the Commissioners-Justices of the Special Presidential Commission to be apprised of the facts contained therein.

"

9th March 1997

Mr. A.R.C. Perera,
Deputy Solicitor General,
Attorney General's Department,
Hulftsdorp, Colombo 12.

Dear Sir,

INQUIRY NO. 1 OF 1995
RE - HOTEL DEVELOPERS (LANKA) LTD.

As you are aware, my evidence was led during March and April 1995 by the then Solicitor General, Mr. Douglas Premaratne P.C., and thereafter in deference to the request made by Counsel for the parties noticed, my evidence was re-led from May 1996. Cross-examination, having commenced immediately thereafter, was adjourned in July 1996 and was resumed for 2 days in September 1996 and one day in October 1996 and, as you are aware, hearing has been adjourned since, due to the health condition of one of the Commissioners, His Lordship F.N.D. Jayasuriya J.

In the given circumstances, as discussed, I wish to submit certain material clarifications, that I had kept in mind to clarify during re-examination, for your kind information, record and future reference.

FLOOR ELEVATIONS OF THE HILTON HOTEL & THE SCHEMATIC PLANS [P4. P4A]

During cross-examination, it transpired, that the Elevations shown on the Floor Sheets of the Amended Plan [P163, P17] of August 1985 [approved by the UDA in April 1986] were at variance with the Floor Elevations shown on the Sheets depicting the Cross-section of the Hotel in this very Amended Plan [P163, P17], raising the question as to how the UDA had ever approved such a Plan?

Some of the Elevations and Floor Level denotations on the Floor Sheets of the Amended Plan [P163, P17] appeared tampered with in comparison with the style of such denotations in the other sheets of the same Plan. The 3rd and 4th Floors were shown to be at the same Elevation of 24.5 meters, whilst the 19th Floor and the Roof of the 19th Floor were shown to be at Elevations of 72.7 and 72.5 meters, respectively. The Commission observed this as an inherent, intrinsic impossibility.

As you are aware, consequently, with the permission of the Commission, I examined the Amended Plan [P163, P17] with the assistance of a Chartered Architect. The examination revealed that Floor Elevations shown on the Floor Sheets of the Amended Plan [P163, P17] were identical to the Floor Elevations depicted on the Cross-sectional Drawing of the Hotel given in the

Schematic Plan [P4, P4A]. This revealed that these Floor Sheets, with the room layout amended, actually had belonged to the original Plans that had been filed with the UDA in October 1983 and approved in March 1984; all copies of which are subsequently missing. I attach Schedule [ANNEXURE "A "] that I had prepared, identifying the Floor Elevations given on the Floor Sheets of the Amended Plan [P163, P17], with the Floor Elevations depicted on the Cross-sectional Drawing in the Schematic Plan [P4, P4A]

This is clear evidence, that the original Architectural Plans lodged with the UDA in October 1983 and approved in March 1984, as per the scale requirements of the UDA, had been drawn, as had been held out, in strict conformity with the Floor Elevations of the Schematic Plan [P4, P4A]. The total height of the Hotel, including 19 Guest Room Floors and also the basement construction, as depicted in the Schematic Plan [P4, P4A], would accordingly have been provided for, as per the concept that had been agreed upon in March 1983, when the Preliminary Agreement [P41] had been entered into and the Letter of Award for Construction issued to the Japanese, with all prices agreed upon; as proven by the specific Floor Elevations given on the Floor Sheets of the Amended Plan [P163, P17], which Floor Elevations have now been identified with the specific Floor Elevations given on the Schematic Plan [P4, P4A] - vide [ANNEXURE "A.']

I also attach a Schedule [ANNEXURE "8"] giving the amended Floor Elevations depicted on the Cross-sectional Sheets of the Amended Plan [P163, P17], [which appear to be new Sheets introduced] and the variance of such amended Floor Elevations, with the Floor Elevations shown on the Floor Sheets of this very same Amended Plan [P163, P17], which is also a further inherent, intrinsic impossibility, observed by the Commission.

I also attach a Schedule [ANNEXURE "C"] reconciling the Elevation of the Hotel as per Schematic Plan [P4, P4A] with the amended Elevation given in the Cross-sectional Sheets of the Amended Plan [P163, P17] identified with specific amendments that have been made. The built Hotel does not have 22 storeys specified in the Construction Agreement [P31]

ROOM BAYS & PROFITABILITY PROJECTIONS [P164]

A "room bay" has been confirmed by the panel of Architects, appointed by the Commission, in their Report at page 3 paragraph 7, as "an acceptable sized bed room with an attached toilet that can be rented out to a guest ". The Japanese Architects, KKS in their Affidavit in the District Court [P162, P162A] had also confirmed that, a "room bay" is "a unit of standard size room".

The original profitability [P5, P7, P7A] of the Hotel had been consistently computed on 456 rooms i.e. on such "room bays", in conformity with the Schematic Plan [P4/4A] upto October 1983, and later in December 1983 [P7B], room revenue had been computed only on 452 such rooms, since 4 such rooms were to comprise the Manager's apartment, and even at the opening of the Hotel in July 1987, room revenue had been computed on 452 such rooms [P13]

Such computation of room revenues, had consistently continued [P164], even after the original architectural Plans had been submitted to the UDA in October 1983 and upto the time of opening of the Hotel in July 1987.

The Prospectus [P2] and Agreements - Preliminary [P41], Investment [P3], Construction [P31], Supplies [P32], Design & Supervision [P33] and Loan [P34] had specified this 452 room bays.

Such computation of room revenue had been changed, only in December 1987 / February 1988 [P14, P46], when Hilton Management could not produce the actual Monthly Profit & Loss Accounts, showing room revenue on 452 such rooms, simply because such number of 452 rooms was actually not there.

In the context of what actually had transpired, several documents have given varying room count numbers, i.e. Hilton Monthly Reports [P12, P12A, P12B] - 387 Rooms, Hilton Amended Management Agreement [P166] - 406 Rooms, Interior Design Agreement [filed by the parties noticed] - 395 Rooms, Chart dated 7th May 1985, [attached to H345A] - 394 Rooms. This is aptly described by the lines from Sir Walter Scott; "O what a tangled web we weave, when first we practise to deceive !"

On examination of the Plans submitted to the Commission by Mr. Cornel L Perera [CP7] and [P104], with the UDA approved Amended Plan [P163, P17], it was discovered, that the very same area has been inconsistently depicted in these Plans, described as "1-Bay" as well as "2-Bay", and as "2-Bay" as well as "3- Bay", in comparing these Plans with one another, as well as in comparing the different Floor Sheets of the very same Plan. A Schedule comparatively giving such inconsistent discrepancies is attached {ANNEXURE "D"}, giving also the square areas of the rooms, on the standard room Floors [i.e. not the 2 Floors containing Suites].

Very significantly, the Chart dated 7th May 1985, attached to KKS Letter dated 5th March 1990 [H345A] had been prepared just prior to the amendment of the original architectural Plan in July/August 1985. Is not this Chart, the very plot, on which basis, the amendments to the original architectural Plan had been effected ?

ORIGINAL PLAN MISSING

Hotel Developers in its Answer [P18], at paragraph 51, [Objections were not filed by Hotel Developers], filed on 11th March 1991, through the Attorney General, had admitted that it did not have a copy of the original architectural Plans.

Minutes of Hotel Developers Board Meeting on 31st May 1990, Page 2, Minute 2 (iii) reads:

"(iii) Original Architectural Plans and Clarifications

Mr. Ameresekere informed the Board that he could not obtain a copy of the Original Architectural Plans from the HDL Office. Mr. Sudharshan confirmed that a set of the Original Architectural Plans is not available at the HDL Office."

Mr. S.R. Sudharshan, General Manager, Hotel Developers had further confirmed by Letter dated 05th September 1990 [P106], that Exhibit 'A' to the Supplies Contract [P32], that defined the supplies of Furnishings, Fixtures & Equipment to the Hotel, was not available at the Registered Office, i.e. 16, Alfred Place, Colombo 3, also the Office of Cornel & Co. Ltd., where as confirmed in [P106] the original documents had been kept.

The Amended Plan dated 15th July 1985 [P163, P17] had been lodged with the UDA in August 1985, substituting the original Plan, deliberately suppressing this matter from the Hotel Developers Board, notwithstanding my specific requirement placed before the Board, at that very same time in June/July 1985, for the tabling of progress reports from the Japanese Contractors and the Architects, on the progress of construction {P18, P191}.

It was because the original Architectural Plan was missing, that in 1990 I obtained the approval of the Hotel Developers Board and communicated in June/August 1990 with the Japanese Architects, KKS, to obtain a copy of the original Architectural Plan, which however they did not produce - vide [H341, H342, H343, H344]

In addition to the copy of the original Architectural Plan that had been lodged with the UDA in October 1983 [P8, P10] and had been approved and returned by the UDA in March 1984 [P9], {which Plan allegedly had been destroyed by the Fire in October 1985 [P35 , P11]}, there had been another copy of the original Architectural Plan, tabled at Hotel Developers Board Meeting on 7th January 1984 [P36] and kept at the Registered Office, with other original documents.

Paragraph m], at page 41 attached [ANNEXURE "E"] of the Written Submissions filed in the Supreme Court on my behalf, specifically referred to this, whereas Mr. S.C. Crossette Thambiah, Counsel for Mr. Cornel L Perera, suppressing this, only referred to page 38 paragraph g) of the said Written Submissions, which concerned the parallel loss of the UDA approved copy of the original Architectural Plan, which had been in the custody of Mr. A. Naka, Executive Director, at the Operational Office of HDL, which at that time was at a Room in the Intercontinental Hotel, and later, at a separate location at the Echelon Square.

In the above circumstances, how could [P104] and [CP7] introduced before the Commission, purportedly as original Plans, be the original Plans? If this was so, why were they not tabled by the Chairman & Managing Director, Hr. Cornel L Perera, when the matter of the substitution of the original Plan and the absence of the Original Plan had been a major issue before the Board in 1990 ? Are they not, subsequently introduced Plans, purportedly to conform with the Amended Plans [P163, P17], except for a few minor modifications?

Similarly, another Plan of 21 sheets [P103], prominently date stamped as 29.06. '83, different to the normal dating style by the Japanese Architects, KKS, had been attempted to be introduced, through the UDA, to the Ministry of Finance in May 1990 [P20] purporting to be the original Plan. However, when the authenticity of this fabrication was questioned [P22], the UDA subsequently confirmed [P24], that it does not have a copy of the Original plan. Upon this aborted fabrication introduced through the UDA, being returned to the UDA [P205], this is also now missing with the UDA.

CABINET PAPER RE THE US \$ 2.0 MN. PAYMENT

The question arose, as to why I had not produced in my evidence, the Cabinet Paper that had approved the payment of US \$ 2.0 Mn. I answered that this was not intentional, in that, certain evidence on what had transpired at the Ministry of Finance was to be led after my evidence, through the Finance Ministry officials, who had handled such matters at that time, namely Mr. K. Shanmugalingam and Mrs. V.M.Y. Cassie Chitty and that I recollected making some reference to this, towards the end of my evidence led in 1995. Consequently, on checking the record of the 1995 proceedings, I referred you to the relevant page of the proceedings of 27th April 1995 copy attached. [ANNEXURE "F"]

What transpired on the 27th April 1995 was that Mr. Douglas Premaratne, Solicitor General had just returned, after a very short overseas trip. In his absence, he had assigned Senior State Counsel, Mr. Parakrama Karunaratne to lead my evidence. Mr. Prakrama Karunaratne showed great reluctance to lead evidence that concerned the then Actg. Attorney General, Mr. Shibly Aziz, P.C. and this led to the abrupt adjournment of my evidence, with strictures being made by His Lordship, the Chairman of the Commission. Consequently, I brought to the notice of Their Lordships, the Members of the Commission, what exactly transpired - vide my Memo dated 6th July 1995 attached. ANNEXURE "G"]

When Mr. Douglas Premaratne returned and resumed leading my evidence on 27th April 1995, the intention was to conclude my evidence as speedily as possible on that day. Having been informed that evidence on matters that had transpired at the Ministry of Finance would be led through the relevant officials, who had handled the matter at that time, I endeavoured to speedily conclude my evidence on that day, which I did, particularly in view of the undertones and nuances of certain personal implications concerning Mr. Douglas Premaratne, which were confided in me by Mr. Douglas Premaratne, who was quite a disturbed person that morning. This explains as to how this happened.

Having so concluded my evidence on 27th April 1995, I was re-called to give evidence again on 6th July 1995, mainly in relation to the Settlement Agreements that had been executed on 28th June 1995.

I was not following, as to what evidence was being led before the Commission, through the Finance Ministry Officials, Hr. K. Shanmugalingam and Mrs. V.M. Y. Cassie Chitty.

ISSUE OF CERTAIN CASES & THE RE-IMBURSEMENT OF COSTS

Mr. Ranjith Abeysuriya, P.C., cross-examining me on the Settlement Agreements that were finalised in June 1993 [P221A, 221B, 221C], asserted that there were material changes beneficial to me, made in the Settlement Agreements that were executed in June 1995, particularly in relation to certain People's Bank Labour Cases filed against me and Costs that were reimbursed to me.

I could not at that moment readily trace the relevant Clauses in this regard in the June 1993 Settlement Agreements [P221A, 221B, 221C], but however, I refuted such assertion, having been well aware that the correct facts were otherwise and produced a draft of a certain relevant Letter endorsed by Mr. R. Paskaraligham, then Secretary, Ministry of Finance. The relevant conditions are contained in the June 1993 Agreement No. 3 [P221Cj at Clause 6, with Annexure "X" thereto and Clause 8, respectively, accordingly, the conditions referred to by Mr. Ranjit Abeysuriya in the June 1995 Settlement Agreements were, in fact, contained in the June 1993 Settlement Agreements.

I was quite surprised upon Mr. Ranjith Abeysuriya, raising such questions in the defence of Mr. R. Paskaraligham and making such incorrect assertions, whereas when it actually had been his very own Client, Mr. R. Paskaraligham, who had required and initiated the Settlement in 1992, as recorded in the very Preamble in Agreement No. 3 [P221Cj and who had willingly agreed to the aforesaid conditions.

Mr. Ranjith Abeysuriya, also asked me as to whether, prior to the execution of the Settlement Agreements in June 1995, I had been reimbursed the costs incurred. I answered yes. In fact, the costs were reimbursed on 27th June 1995, just the day prior to the execution of the Settlement Agreements on 28th June 1995, which however, I did not clarify on.

It has been pointed out to the Secretary, Ministry of Finance and the Hon. Attorney General, that costs and efforts on litigation would not have been incurred had the Government taken prompt and effective action and had the Auditors of Hotel Developers, M/s Ford Rhodes, Thornton & Co., Chartered Accountants, refused to certify the Annual Accounts in November 1990, giving a disclaimer, as they ought to have, particularly in the given background of the main Hilton Case, that had been filed on grounds of fraud previously in September 1990, the facts pertaining to which, having been notified to the said Auditors: and furthermore that such costs incurred would be statutorily recoverable from such Auditors, even under circumstances of negligence, whereas in this instant case, they had been put on notice and with the requirement to have carried out examinations into several matters.

THE SETTLEMENT

In cross-examination, Mr. Ranjit Abeysuriya drew attention to document [P222], which had been a Note dated 20th February 1993 submitted by Mr. K.N. Choksy, through President R. Premadasa, to the Secretary Ministry of Finance, Mr. R. Paskaraligham, who forwarded same through the Attorney General to me; Letter dated 22nd April 1993 [P223] contains my response to the Attorney General on Mr. K.N. Choksy's Note [P222].

Mr. Ranjit Abeysuriya, referring to Mr. K.N. Choksy's Note, asserted that in early 1990, there had been negotiations with the Japanese to re-schedule the Loans, with the Japanese agreeing to write-off accrued interest. I drew attention to [P87], which was the Minutes of the discussions referred to, had with the Japanese in February/March 1990 at the Ministry of Finance, wherein reference is also made, inter-alia, to the shortfall in the number of hotel rooms and the question of validity of the state guarantees.

Mr. Ranjit Abeysuriya, who relied on Mr. K.N. Choksy's Note [P222] however, did not point out, that at that very same time i.e. on 28th February 1990, Mr. K.N. Choksy, had, in fact, given a Letter [P48] endorsing that full payment be made to the Japanese, specifically in reference to my Memorandum to the Hotel Developers Board dated 13th December 1989 [P47], objecting to making any payments to the Japanese, until queries and discrepancies were fully clarified.

The Settlement concluded in June 1995 has written-off all accrued interest to June 1993 and has provided 3 % p.a. interest, as against the original interest of 6 % p.a. for the two years to June 1995, in effect, a full interest write-off upto June 1994. The amount of interest written-off from April 1990 upto June 1995 has amounted to, normal interest Jap Yen. 3156 Mn. i.e. S.L. Rs. 1923 Mn. and penal interest Jap Yen. 6170 Mn. i.e. S.L. Rs. 3760 Mn.

Had any re-scheduling been agreed upon in March 1990, as asserted by Mr. Ranjit Abeysuriya, relying upon Mr. K.N. Choksy's Note [P222], then the benefit of the further interest written-off for the period April 1990 to June 1995, as referred to above, amounting in total to Jap. Yen. 9326 Mn. S.L. Rs. 5684 Mn. would not have been achieved.

The Japanese never agreed to write-off any Capital. In fact, I produced Letter dated 25th March 1992 [H359] addressed to Hotel Developers by the Japanese, asserting and reiterating that they had never agreed to write-off any Capital.

However, in addition, the June 1995 Settlement, achieved a 30 % write-off on Capital, which write-off amounted to Jap. Yen.4110 Mn. i.e. S.L RS.2505 Mn.

The Japanese would not have agreed, to write-off in effect 10-Years' interest and 30 % of the Capital, further agreeing to re-schedule the balance, after applying the funds accumulated in Hotel Developers, in consequence of the Interim Injunctions, essentially against the Capital, unless they could not legitimately substantiate their alleged claims, in the face of the serious discrepancies discovered and the unauthorised substitution of the Plan.

In fact, in the Settlement Agreement No: 1, filed with the Commission, with Motion dated 9th May 1996, upon which the Commission made its Order on 10th May 1996, stating that the Commission had no objections to such Settlement, the Preamble in such Settlement Agreement No 1, has described the claims made by the Japanese "as stated to be", and the Preamble further stated that "a Settlement has been reached concerning the determination of the balance monies due".

SUSPENSION OF THE SETTLEMENT

Evidence on the Settlement entered into in June 1995 was placed before the Commission on 6th July 1995. The terms of the settlement concluded as informed to the Commission, were essentially the same as in the Agreements of June 1993 (P221A, 221B, 221C) that had been finalized previously, except for the improvement in the financial terms with the Japanese and the issuance of Promissory Notes by Hotel Developers; and not by the Government. Accordingly, assertions made by Mr. Ranjith Abeysuriya, were without any foundation and were incorrect.

Subsequently, the Deputy Minister of Finance & Minister of Justice, Mr. G.L. Peiris, who had previously hailed the Settlement, stating that it was one of the "happiest days of his life"; having subsequently discovered, that one of the Clauses in the Settlement Agreements affected him, as a person, who had been a former Member of the Securities & Exchange Commission, notwithstanding being such an affected person, intervened to suspend the implementation of the Settlement Agreements; the two Letters dated 24th July 1995 addressed by the then Secretary, Ministry of Finance, Mr. A.S. Jayawardena to the Japanese, suspending the Settlement on the direct ions of the Deputy Minister of Finance, that were referred to by me in cross-examination, are attached. [ANNEXURES "H1 ", H2']

Nevertheless, suppressing his such affectation, the Deputy Minister of Finance made a false statement, false to his knowledge, by misleadingly only quoting the middle part of a comprehensive paragraph, which in its entirety had set out the true and correct facts. Though, I did not explain and clarify fully, I read out that part of the paragraph quoted by the Deputy Minister of Finance and the full paragraph during my cross-examination to be recorded in evidence, consequent upon assertions made by Mr. Ranjit Abeysuriya in such regard.

The prepared Statement read in Parliament by the Deputy Minister of Finance was after he had discarded the official Statement prepared by the then Secretary, Ministry of Finance, Mr. A.S. Jayawardena, a copy of which Statement is attached [ANNEXURE "I].

The People's Bank Cases were in relation to personal guarantees that had been given by me, on behalf of the borrowings of a subsidiary company of Cornel & Co. Ltd., to facilitate the promotion of the Hilton Hotel. When the Government initiated and wanted a Settlement on the Hilton Cases, my Counsel legitimately required an out of Court settlement for these Cases as well; the Government, itself, as a consequence of my efforts, having resolved and settled its problem as a guarantor, with a write-off of 63.3 % i.e. Jap Yen. 17,586 Mn. SL Rs. 10,720 Mn. and the balance re-scheduled over a further period of 15-years upto 2010 at a reduced rate of 5.25% p.a. interest, readily and willingly had agreed to do so. The Cases by the Commissioner of Labour were also resultant from similar circumstances in facilitating the promotion of the Hilton Hotel, bona-fides of which circumstances had been accepted by the than Attorney General and concurred upon by the parties to the Settlement.

Though the Deputy Minister of Finance & Minister of Justice Mr. G. L. Peiris, referred to the above, as conditions unacceptable to the Government, on re-examination, the Government did not consider it so, whilst the only condition that was deleted from the Agreements, with my acquiescence, was the Clause that pertained to the actions to be taken by the Government against the then Members of the Securities & Exchange Commission for their inaction and failure in the discharge of their statutory duties and responsibilities.

It is therefore abundantly clear that what was not acceptable to the Government, as stated by the Deputy Minister of Finance, Mr. G.L. Pieris was actually this condition which affected him personally, as he was a Member of the Securities & Exchange Commission at the relevant time and that accordingly, action would have to be taken against him. I agreed to this deletion, in deference to the request made by the Secretary, Ministry of Finance, Mr. B.C. Perera and the Hon. Attorney General.

In the interest of the country, in the context of the paramount need, to have had the signed Agreements implemented prior to the Sri Lanka Aid-group Meeting in Paris in November 1996, particularly in the background of questions being raised, as to how Agreements signed by a sovereign Government could be suspended, the implementation of the Settlement was effected in October 1996, notwithstanding the assertions that had been made by the Deputy Minister of Finance, that the Settlement would not be implemented until the completion of the inquiry before the Commission. Nevertheless, satisfactory arrangements approved by the Hon. Attorney General have been put in place to ensure the implementation of the conditions precedent, contained in the Settlement Agreements.

The suspension of the implementation of the Settlement, by the Deputy Minister of Finance, presumably in the context of his affectation, has caused a loss of approximately Rs. 50 Mn. to Hotel Developers and has further caused a setback to the re-structuring, to enhance the viability of Hotel Developers that had envisaged to be pursued, during the one year grace period that commenced on 1st July 1995, that had been provided for on the re-scheduling of the reduced balance loan.

INSULTING CROSS-EXAMINATION

Mr. Ranjith Abey Suriya, in cross-examination also asserted, that I was a "misfit" in the Ministry of Finance, who had parachuted. Unfortunately, you were not present on that day to have come to my defence. However, His Lordship, the Chairman of the Commission intervened and prevented further questioning on such lines. I regret that Counsel of the standing of Mr. Ranjith Abey Suriya, disregarding the Supreme Court Rules on the Conduct of and Etiquette for Attorneys-at-Law, more particularly Rule No. 53, resorted to insulting and ridiculing a professional, who had come forward in the public interest.

I restrained myself from answering in the affirmative and stating that I certainly would be a "misfit amongst nitwits". I cannot understand how Mr. Ranjit Abey Suriya could have made such assertion on behalf of his Client, Mr. R. Paskaralingam. I was very much a Consultant to the Ministry of Policy Planning & Implementation assisting/advising also, the Ministry of Finance & Planning, since 1979, when the present Government assumed office in August 1994.

Mr. R. Paskaralingam was the Secretary, Ministry of Finance & Planning, when my services were enlisted in 1979 by the Government, as the Lead Consultant on the Transport Sector Restructuring Project funded by the World Bank, and in 1992, as the Senior Counterpart Director on the Project for the Promotion of Private Infrastructure funded by USAID. Copy of the Letter issued by Mr. R. Paskaralingam to USAID that was referred to, by me, in cross-examination is attached [ANNEXURE J1"]. I also attach a copy of a Letter dated 8th June 1983 [ANNEXURE "J2"] from the then Director, Public Enterprises, Division Ministry of Finance, recording commendations made by visiting foreign missions on my work.

I have made the above personal clarifications, not so much out of personal interest, but out of concern for the credibility of my evidence, as a recognised professional, which I believe that Mr. Ranjit Abey Suriya endeavoured to undermine by such insulting cross-examination.

In addition to the Note [P222] referred to by Mr. Ranjit Abey Suriya, Mr. K.N. Choksy had also forwarded at that time, a further Note titled Hilton Hotel, through President R. Premadasa, who had submitted it to the then Secretary, Ministry of Finance, Mr. R. Paskaralingam, with the endorsement "Please read this and speak", a copy of which Note is attached [ANNEXURE "K"], In this Note Mr. K.N. Choksy had specifically referred to my abovementioned professional work on Projects funded by the World Bank and USAID, which had nothing, whatsoever, to do with the Hilton Hotel.

Was not Mr. K.N. Choksy thereby, abusing his power and position, to unduly interfere in my professional assignments, in the context of my actions on the Hilton Hotel, which had identified him as a wrong-doer ?; he, notwithstanding being a Director of Hotel Developers having failed in his endeavours to have my Court Action dismissed.

I also attach, as referred to during my cross-examination by Mr. S.C. Crossette Thambiah, an analytical Schedule [ANNEXURE "L "] in relation to Mr. Cornel L Perera's Affidavit [H362] dated 21st July 1995 filed in D.C. Colombo Case No. 4414/Spl. wherein Mr. Cornel L Perera had unreservedly corroborated and agreed with all the facts contained in my Affidavit in D.C. Colombo Case No 3155/Spl., in the context of which, I could not understand the line of cross-examination by his Counsel, Mr. S. C. Crossette Thambiah.

I trust that the above clarifies the several material matters and will be of assistance to you in the conduct of the Inquiry. You may bring the aforesaid matters to the attention of His Lordship, the Chairman and Their Lordships, the other Members, of the Commission, should you deem it necessary for assisting their Lordships in this Inquiry.

Yours faithfully,



Nihal Sri Ameresekere "

Warrant of the Special Presidential Commission not extended by President Chandrika Bandaranaike Kumaratunga

Due to some *mysterious* reasons unknown to me at that time, (*but later confided in me in 2003 by President Chandrika Bandaranaike Kumaratunga*) the Warrant of the Special Presidential Commission, which was normally extended every six Months, was not extended by President Chandrika Bandaranaike Kumaratunga, after its lapsed in 1999.

Hence, there was no *conclusion* by the Special Presidential Commission of this Inquiry, after having served Show Cause Notices on 4 persons on grounds of fraud against the Government of Sri Lanka, consequent to investigations carried out with the assistance of the Criminal Investigation Department of Sri Lanka Police, supervised by the Solicitor General, and after having recorded the evidence of 24 Witnesses, and having obtained an Investigative Report from a Panel of 3 Chartered Architects !

What was more *ironical* was that the foregoing non-conclusion, was even after the *startling* disclosure of evidence of *irrefutable criminality*, well and truly establishing beyond any reasonable doubt of the reduction of the Floors and the absence of the Basements in the Colombo Hilton Hotel Building, thereby *possibly also compromising in the construction of the foundations*.

There was the further impossibility of the verification of the *correctness* of the specifications, qualities and quantities, *vis-à-vis*, the Hilton Hotel Building and the Supplies of Furniture, Fixtures and Equipment, given the *mysterious* absence of Specified Bills of Quantities, Final Measurements and 'Exhibit A' to the Supplies Contract, which defined the supplies of Furniture, Fixtures and Equipment to the Colombo Hilton Hotel.

UDA admits in 2005 that the *purported* Amended Architectural Plans were *irregular*.

Subsequently, in February 2005, when I was Chairman, Public Enterprises Reform Commission and Chairman, HDL, I exposed the *irregularity* of the *purported* Amended Architectural Plans of the Colombo Hilton Hotel at a Meeting at the UDA, chaired by the Minister of Urban Development, Dinesh Gunawardene, now Minister of Water Supply & Drainage.

The UDA Officials present *admitted* that the *purported* Amended Architectural Plans of the Colombo Hilton Hotel were *irregular* and *could not have been approved by the UDA*, and therefore in such circumstances, the UDA agreed and undertook to prepare a set of *Measured Drawings* of the actually built Colombo Hilton Hotel, as per its Letter 18th February 2005

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 MINISTRY OF URBAN DEVELOPMENT & WATER SUPPLY

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 6 & 7 Floors, Sethsiripaya, Battaramulla.

18th February 2005

Nihal Sri Amarasekara,
 Chairman,
 Hotel Development Lanka Ltd.,
 C/o Hilton Hotel,
 Colombo - 01.

Dear Sir,

**PREPARATION OF MEASURED DRAWING OF THE
 HILTON HOTEL COLOMBO.**

This has reference to the discussion had with the Hon. Minister of Urban Development & Water Supply with regard to the above.

I wish to inform that UDA is prepared to undertake the above task as agreed at the above discussion for the purpose of regularizing the building plan.

We will be in contact with you with regard to the next course of action soon.

Yours faithfully

Prasanna Silva
 Actg. Director General
 URBAN DEVELOPMENT AUTHORITY

Consequently, as per its Letter dated 7th September 2005, the UDA submitted *Measured Drawings* prepared by them of the actually constructed Colombo Hilton Hotel, so that a proper set of Architectural Plans was thereafter available *depicting* the actually built Colombo Hilton Hotel, which up to that point of time was not available.

නාගරීය සංවර්ධන හා ජලසම්පාදන අමාත්‍යාංශය
 நகர அபிவிருத்தி மற்றும் நீர்வழங்கல் அமைச்சு
 MINISTRY OF URBAN DEVELOPMENT & WATER SUPPLY

දුරකථන } 2875916 2875917 2875918 2873652 ෆැක්ස් } 2873637
 දුරකථන } 2875919 2875920 2873644 2873653 දුරකථන } 2873637
 Telephone } 2873647 2873649 2873651 Fax }
 இணையத்தளம் } www.uda.lk



නාගරීය සංවර්ධන අධිකාරිය
 நகர அபிவிருத்தி அதிகாரசபை
 Urban Development Authority

6 හා 7 වැනි මහල, සෙත්තිරිපාය, පත්තරාමුල්ල
 6, 7 ஆம் மாடிகள், "செத்திரிபாய்", பத்தரமுல்லை
 6 & 7 Floors, Sethsiripaya, Battaramulla.

My No. 01/86

7th September 2005

Mr. Nihal Sri Amarasekera
 Chairman
 Public Enterprises Reform Commission of
 Sri Lanka
 11-01 West Tower
 Echelon Square
 Colombo 01.



Dear Sir,

PREPARATION OF MEASURED DRAWINGS OF HILTON HOTEL - COLOMBO

I am pleased to forward herewith 13 Nos. of the Measured Drawings prepared by the Officials of this Authority of the existing Hilton Hotel Building as requested by you.

I shall be thankful if you could pay a sum of Rs. 260,000/= for the 13 Nos. of Drawings at the rate of Rs. 20,000/= + VAT for the services offered by the UDA.

Yours faithfully,

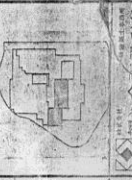
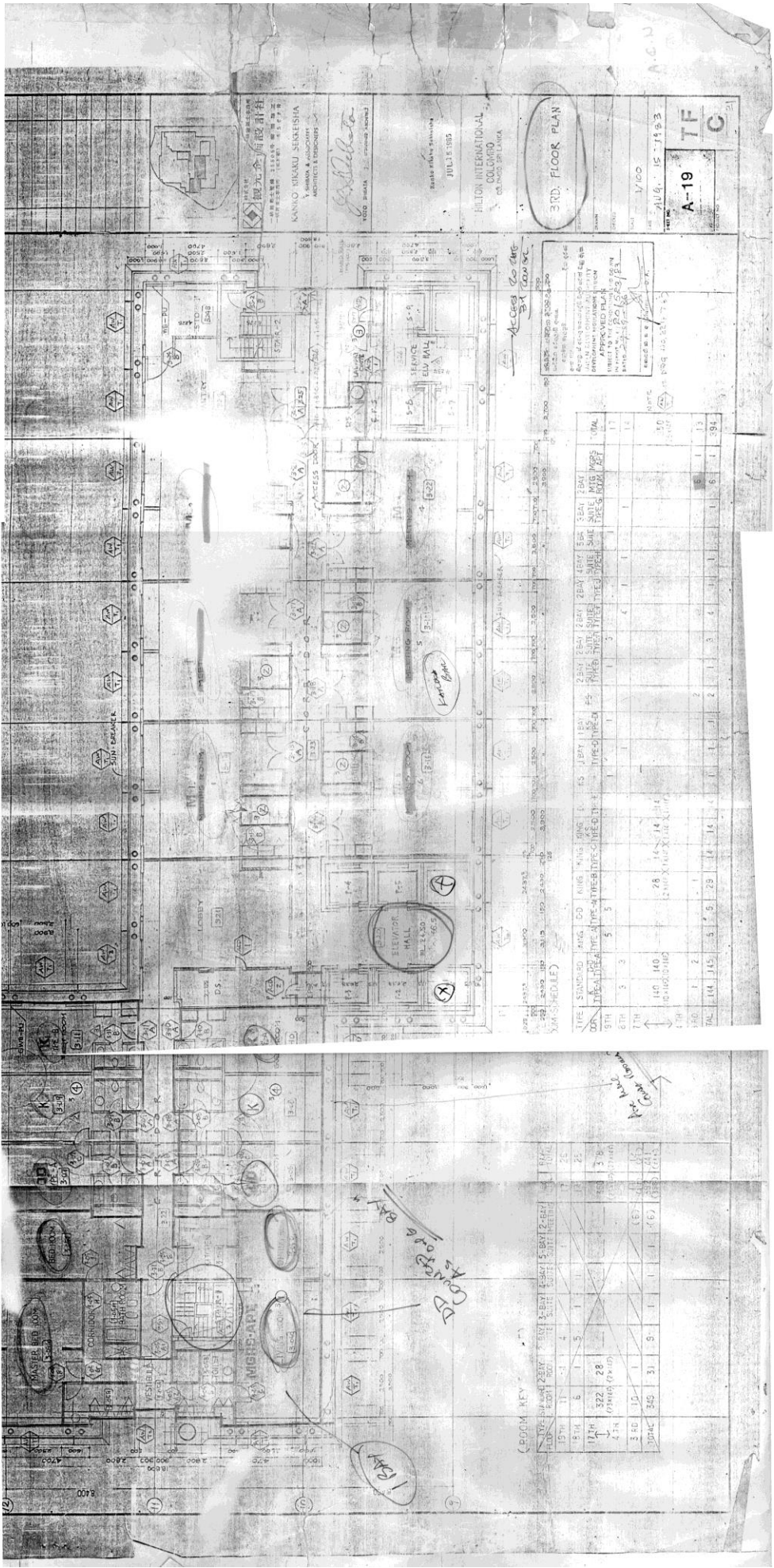
K.V. Dharmasiri
 Director General
 URBAN DEVELOPMENT AUTHORITY

- ra



1978 - 2003
 අවසර කළ නොහැකි පිටපතක්
 தகவல்களில் மாறுதல்கள் செய்யக்கூடாது
 Twenty-Five Years of Service to the People

Sheets numbered A-19, A-20, A-21, A-22, A-23, A-28 and A-29 of the *purported* Amended Architectural Plans referred to above in this Chapter are attached hereinafter.



KANNO SHINKU SEIREISHA
Y. SHINKU & ASSOCIATE
ARCHITECTS & ENGINEERS

HILTON INTERNATIONAL
COLOMBO
SRI LANKA

3RD. FLOOR PLAN

DATE: JUL. 15. 1985
SCALE: 1/100
A-19
TF
C

Access to car by garage

ROOM NO.	AREA	DESCRIPTION	DATE	BY
100	140	STAND. ROOM	15.7.85	AS
101	140	STAND. ROOM	15.7.85	AS
102	140	STAND. ROOM	15.7.85	AS
103	140	STAND. ROOM	15.7.85	AS
104	140	STAND. ROOM	15.7.85	AS
105	140	STAND. ROOM	15.7.85	AS
106	140	STAND. ROOM	15.7.85	AS
107	140	STAND. ROOM	15.7.85	AS
108	140	STAND. ROOM	15.7.85	AS
109	140	STAND. ROOM	15.7.85	AS
110	140	STAND. ROOM	15.7.85	AS
111	140	STAND. ROOM	15.7.85	AS
112	140	STAND. ROOM	15.7.85	AS
113	140	STAND. ROOM	15.7.85	AS
114	140	STAND. ROOM	15.7.85	AS
115	140	STAND. ROOM	15.7.85	AS
116	140	STAND. ROOM	15.7.85	AS
117	140	STAND. ROOM	15.7.85	AS
118	140	STAND. ROOM	15.7.85	AS
119	140	STAND. ROOM	15.7.85	AS
120	140	STAND. ROOM	15.7.85	AS
121	140	STAND. ROOM	15.7.85	AS
122	140	STAND. ROOM	15.7.85	AS
123	140	STAND. ROOM	15.7.85	AS
124	140	STAND. ROOM	15.7.85	AS
125	140	STAND. ROOM	15.7.85	AS
126	140	STAND. ROOM	15.7.85	AS
127	140	STAND. ROOM	15.7.85	AS
128	140	STAND. ROOM	15.7.85	AS
129	140	STAND. ROOM	15.7.85	AS
130	140	STAND. ROOM	15.7.85	AS
131	140	STAND. ROOM	15.7.85	AS
132	140	STAND. ROOM	15.7.85	AS
133	140	STAND. ROOM	15.7.85	AS
134	140	STAND. ROOM	15.7.85	AS
135	140	STAND. ROOM	15.7.85	AS
136	140	STAND. ROOM	15.7.85	AS
137	140	STAND. ROOM	15.7.85	AS
138	140	STAND. ROOM	15.7.85	AS
139	140	STAND. ROOM	15.7.85	AS
140	140	STAND. ROOM	15.7.85	AS

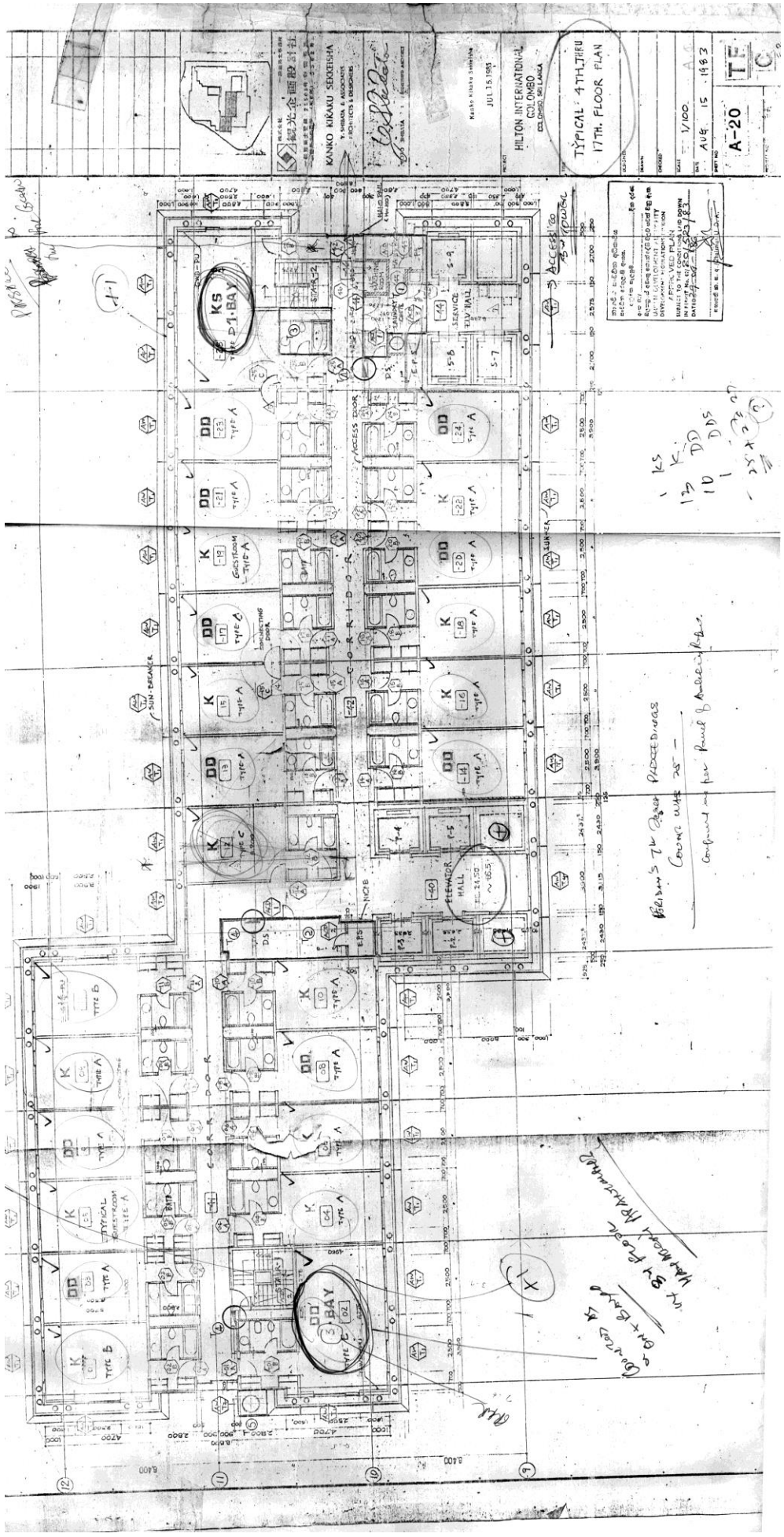
(ROOM KEY)

FLOOR	ROOM NO.	AREA	DESCRIPTION	DATE	BY
15TH	11	1	STAND. ROOM	15.7.85	AS
15TH	12	1	STAND. ROOM	15.7.85	AS
15TH	13	1	STAND. ROOM	15.7.85	AS
15TH	14	1	STAND. ROOM	15.7.85	AS
15TH	15	1	STAND. ROOM	15.7.85	AS
15TH	16	1	STAND. ROOM	15.7.85	AS
15TH	17	1	STAND. ROOM	15.7.85	AS
15TH	18	1	STAND. ROOM	15.7.85	AS
15TH	19	1	STAND. ROOM	15.7.85	AS
15TH	20	1	STAND. ROOM	15.7.85	AS
15TH	21	1	STAND. ROOM	15.7.85	AS
15TH	22	1	STAND. ROOM	15.7.85	AS
15TH	23	1	STAND. ROOM	15.7.85	AS
15TH	24	1	STAND. ROOM	15.7.85	AS
15TH	25	1	STAND. ROOM	15.7.85	AS
15TH	26	1	STAND. ROOM	15.7.85	AS
15TH	27	1	STAND. ROOM	15.7.85	AS
15TH	28	1	STAND. ROOM	15.7.85	AS
15TH	29	1	STAND. ROOM	15.7.85	AS
15TH	30	1	STAND. ROOM	15.7.85	AS
15TH	31	1	STAND. ROOM	15.7.85	AS
15TH	32	1	STAND. ROOM	15.7.85	AS
15TH	33	1	STAND. ROOM	15.7.85	AS
15TH	34	1	STAND. ROOM	15.7.85	AS
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15TH	38	1	STAND. ROOM	15.7.85	AS
15TH	39	1	STAND. ROOM	15.7.85	AS
15TH	40	1	STAND. ROOM	15.7.85	AS
15TH	41	1	STAND. ROOM	15.7.85	AS
15TH	42	1	STAND. ROOM	15.7.85	AS
15TH	43	1	STAND. ROOM	15.7.85	AS
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15TH	45	1	STAND. ROOM	15.7.85	AS
15TH	46	1	STAND. ROOM	15.7.85	AS
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15TH	48	1	STAND. ROOM	15.7.85	AS
15TH	49	1	STAND. ROOM	15.7.85	AS
15TH	50	1	STAND. ROOM	15.7.85	AS
15TH	51	1	STAND. ROOM	15.7.85	AS
15TH	52	1	STAND. ROOM	15.7.85	AS
15TH	53	1	STAND. ROOM	15.7.85	AS
15TH	54	1	STAND. ROOM	15.7.85	AS
15TH	55	1	STAND. ROOM	15.7.85	AS
15TH	56	1	STAND. ROOM	15.7.85	AS
15TH	57	1	STAND. ROOM	15.7.85	AS
15TH	58	1	STAND. ROOM	15.7.85	AS
15TH	59	1	STAND. ROOM	15.7.85	AS
15TH	60	1	STAND. ROOM	15.7.85	AS
15TH	61	1	STAND. ROOM	15.7.85	AS
15TH	62	1	STAND. ROOM	15.7.85	AS
15TH	63	1	STAND. ROOM	15.7.85	AS
15TH	64	1	STAND. ROOM	15.7.85	AS
15TH	65	1	STAND. ROOM	15.7.85	AS
15TH	66	1	STAND. ROOM	15.7.85	AS
15TH	67	1	STAND. ROOM	15.7.85	AS
15TH	68	1	STAND. ROOM	15.7.85	AS
15TH	69	1	STAND. ROOM	15.7.85	AS
15TH	70	1	STAND. ROOM	15.7.85	AS
15TH	71	1	STAND. ROOM	15.7.85	AS
15TH	72	1	STAND. ROOM	15.7.85	AS
15TH	73	1	STAND. ROOM	15.7.85	AS
15TH	74	1	STAND. ROOM	15.7.85	AS
15TH	75	1	STAND. ROOM	15.7.85	AS
15TH	76	1	STAND. ROOM	15.7.85	AS
15TH	77	1	STAND. ROOM	15.7.85	AS
15TH	78	1	STAND. ROOM	15.7.85	AS
15TH	79	1	STAND. ROOM	15.7.85	AS
15TH	80	1	STAND. ROOM	15.7.85	AS
15TH	81	1	STAND. ROOM	15.7.85	AS
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15TH	88	1	STAND. ROOM	15.7.85	AS
15TH	89	1	STAND. ROOM	15.7.85	AS
15TH	90	1	STAND. ROOM	15.7.85	AS
15TH	91	1	STAND. ROOM	15.7.85	AS
15TH	92	1	STAND. ROOM	15.7.85	AS
15TH	93	1	STAND. ROOM	15.7.85	AS
15TH	94	1	STAND. ROOM	15.7.85	AS
15TH	95	1	STAND. ROOM	15.7.85	AS
15TH	96	1	STAND. ROOM	15.7.85	AS
15TH	97	1	STAND. ROOM	15.7.85	AS
15TH	98	1	STAND. ROOM	15.7.85	AS
15TH	99	1	STAND. ROOM	15.7.85	AS
15TH	100	1	STAND. ROOM	15.7.85	AS

Room 301A B1

Room 301A B1

Room 301A B1



HILTON INTERNATIONAL
 SAN FRANCISCO
 COLLEO DEL MAR
 JUL 15, 1983
 TYPICAL 4TH FLOOR PLAN
 17TH FLOOR PLAN
 SCALE: 1/100
 DATE: AUG 15 1983
 A-20

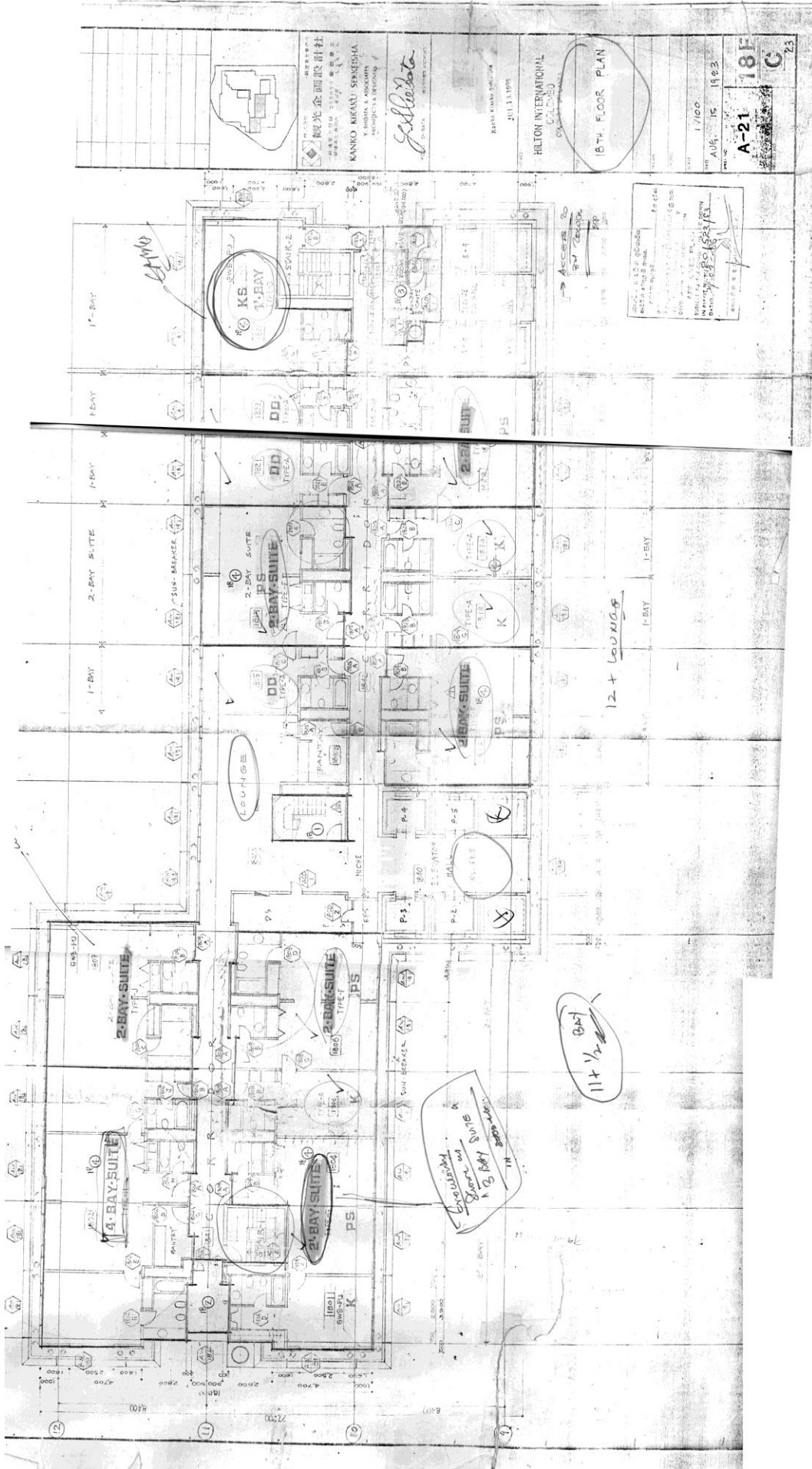
THIS PLAN IS TO BE USED FOR THE
 DESIGN OF THE MECHANICAL AND ELECTRICAL
 SYSTEMS FOR THE 17TH FLOOR.
 IT IS SUBJECT TO THE CONDITIONS OF THE
 CONTRACT AND THE DESIGN OF THE MECHANICAL
 AND ELECTRICAL SYSTEMS FOR THE 17TH FLOOR.
 ENGINEER: R. S. [unclear]

1 K
 12 DD
 10 DD
 1 DD
 25 x 20

BEHIND 5 TO 6 BASE
 PICTURE WINDOWS
 CONCRETE WALL 2" -
 CONCRETE on top of steel deck

2" BY 4" BR
 2" BY 4" BR
 2" BY 4" BR
 2" BY 4" BR

1-1
 1-1
 1-1
 1-1



觀光企画設計社
 KANKO KIKUKU SEKIESHA
 Y. SUDA & ASSOCIATES
 Chicago's Planning

gallagher
 ARCHITECTS
 2111 S. MICHIGAN
 CHICAGO, ILL. 60604

HILTON INTERNATIONAL
 CHICAGO

18TH FLOOR PLAN

1/100
 AUG. 15 1963
 A-21 18F
 C

REVISIONS
 NO. DATE BY
 1 8/15/63 [Signature]
 2 8/22/63 [Signature]
 3 8/24/63 [Signature]

Grossing in
 13 Bay Suite
 in Sun-beaker

114 1/2 Bay

12 + Lounge

15MB

1-BAY

1-BAY

1-BAY

2-BAY SUITE

1-BAY

1-BAY

2-BAY SUITE

1-BAY

2-BAY SUITE

4-BAY SUITE

2-BAY SUITE

2-BAY SUITE

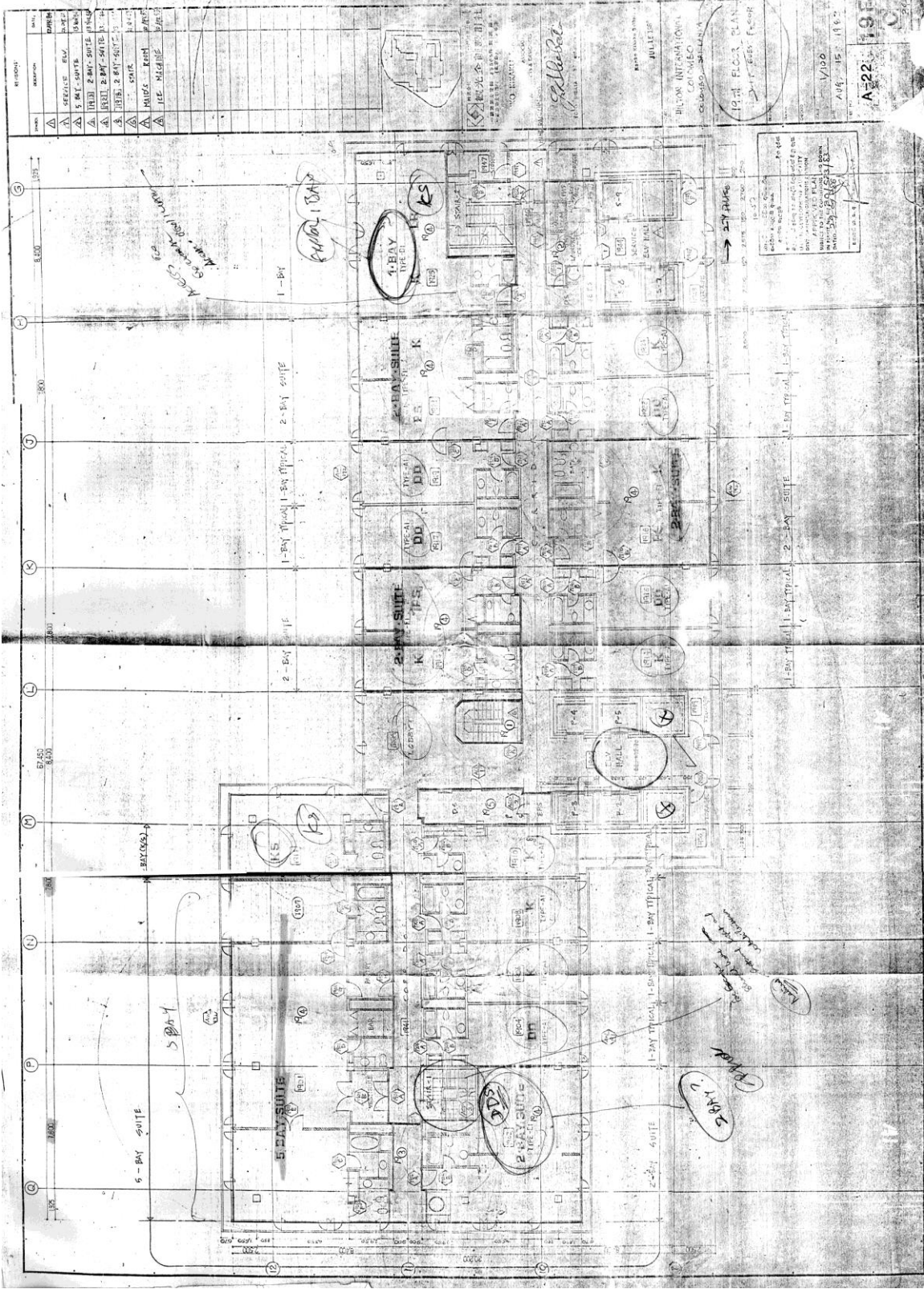
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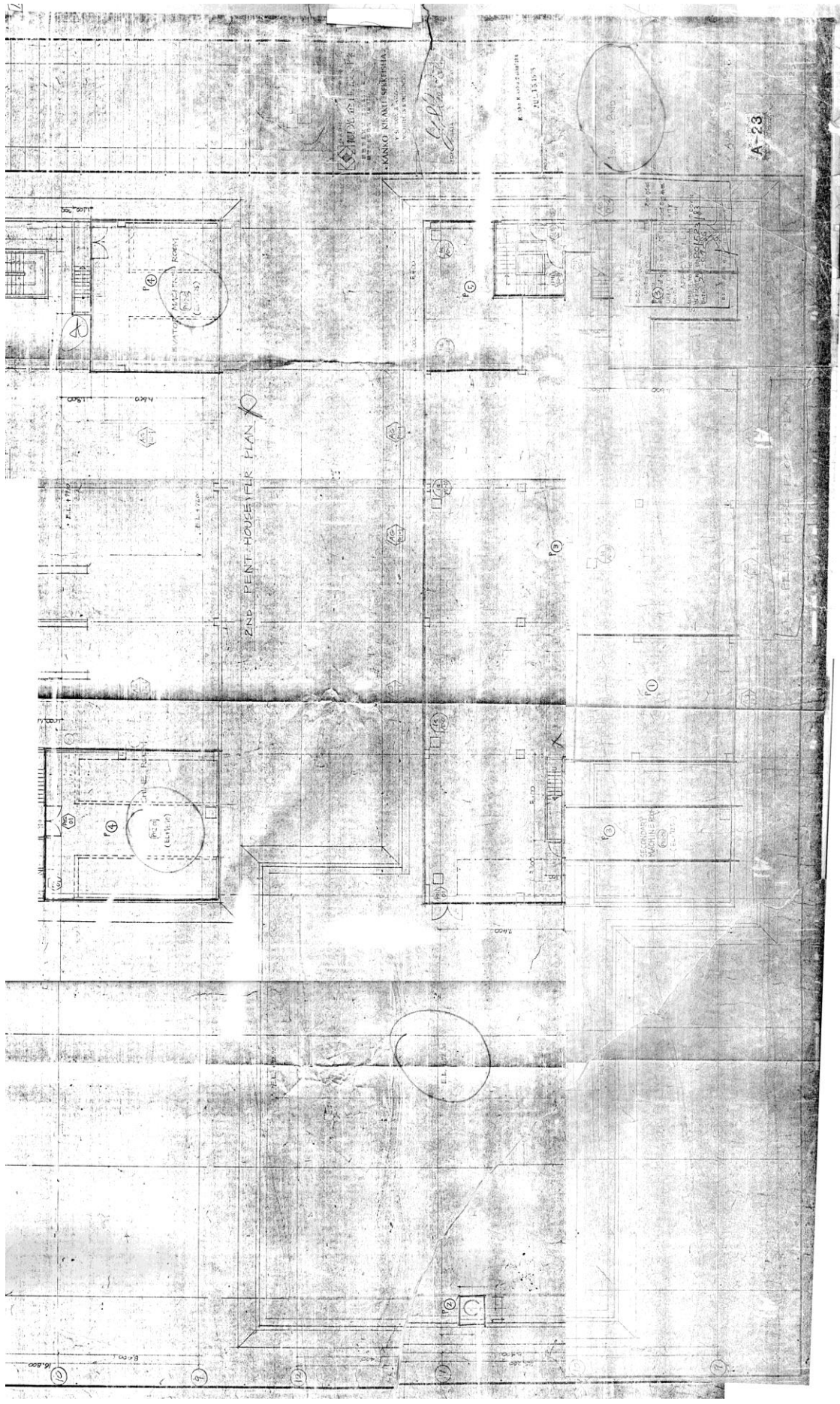
2-BAY SUITE



NO.	DESCRIPTION	DATE
1	REVISED PLAN	1/10/80
2	5 BAY SUITE	1/10/80
3	2 BAY SUITE	1/10/80
4	1 BAY SUITE	1/10/80
5	MECH. ROOM	1/10/80
6	PLUMBING	1/10/80
7	ELECTRICAL	1/10/80
8	FURNITURE	1/10/80

MECH. ROOM
ELECTRICAL
PLUMBING
FURNITURE

HILTON INTERNATIONAL
COLIMEX
COLOMBIA - SALAZAR
AVG. 15 - 1980
A22
19



A-23

2ND PENTHOUSE FLOOR PLAN

KANKO KIRATI SURFISHA
KANKO KIRATI SURFISHA
15/05/2017

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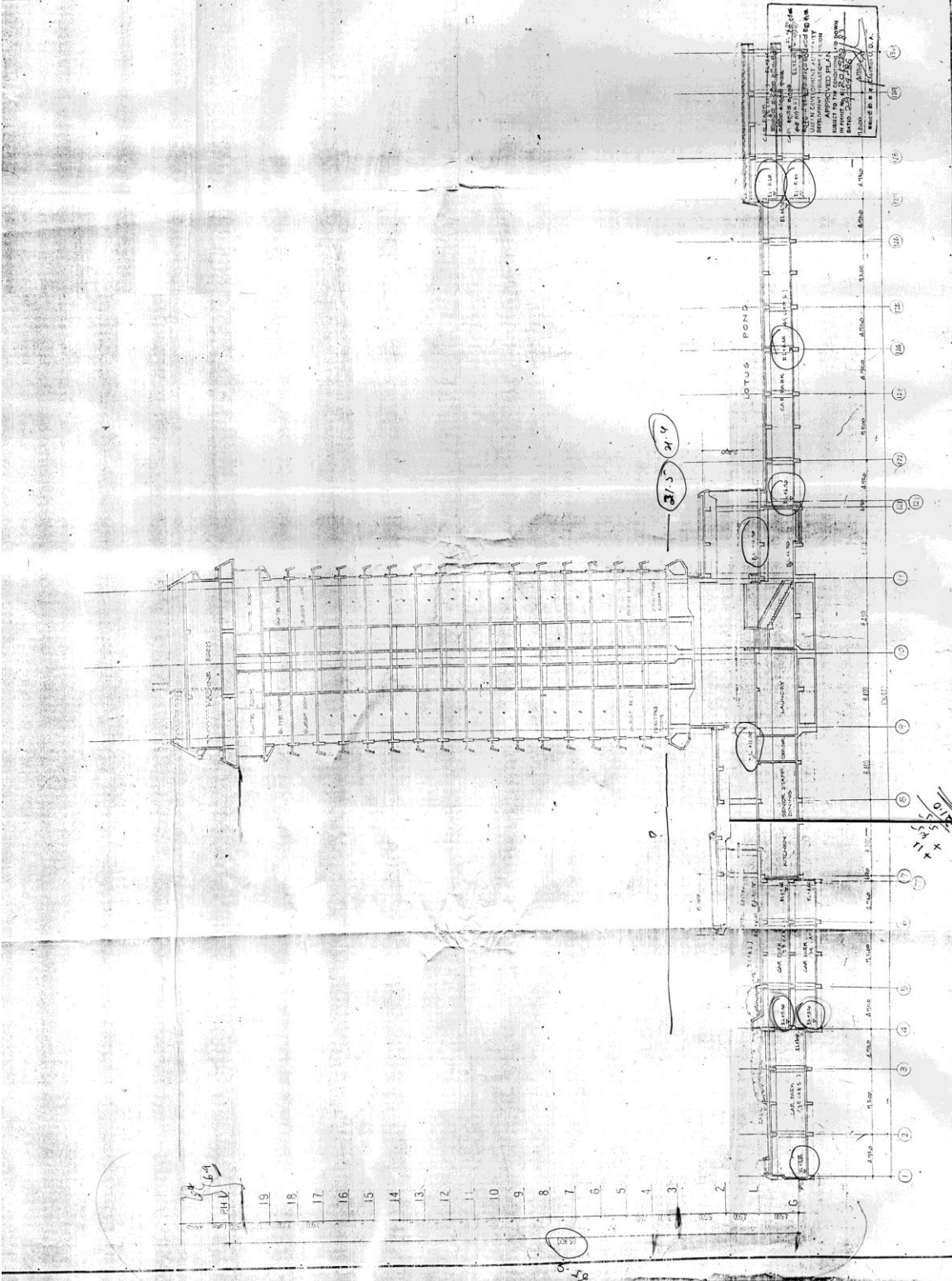
NO.	REVISION	DATE
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株式会社 相模企画設計社
 KANNO KIKAKU SEKKISHA
 1-1-1 SHIBA, AOKI-KU
 YOKOHAMA-CITY, CANTON
 JAPAN

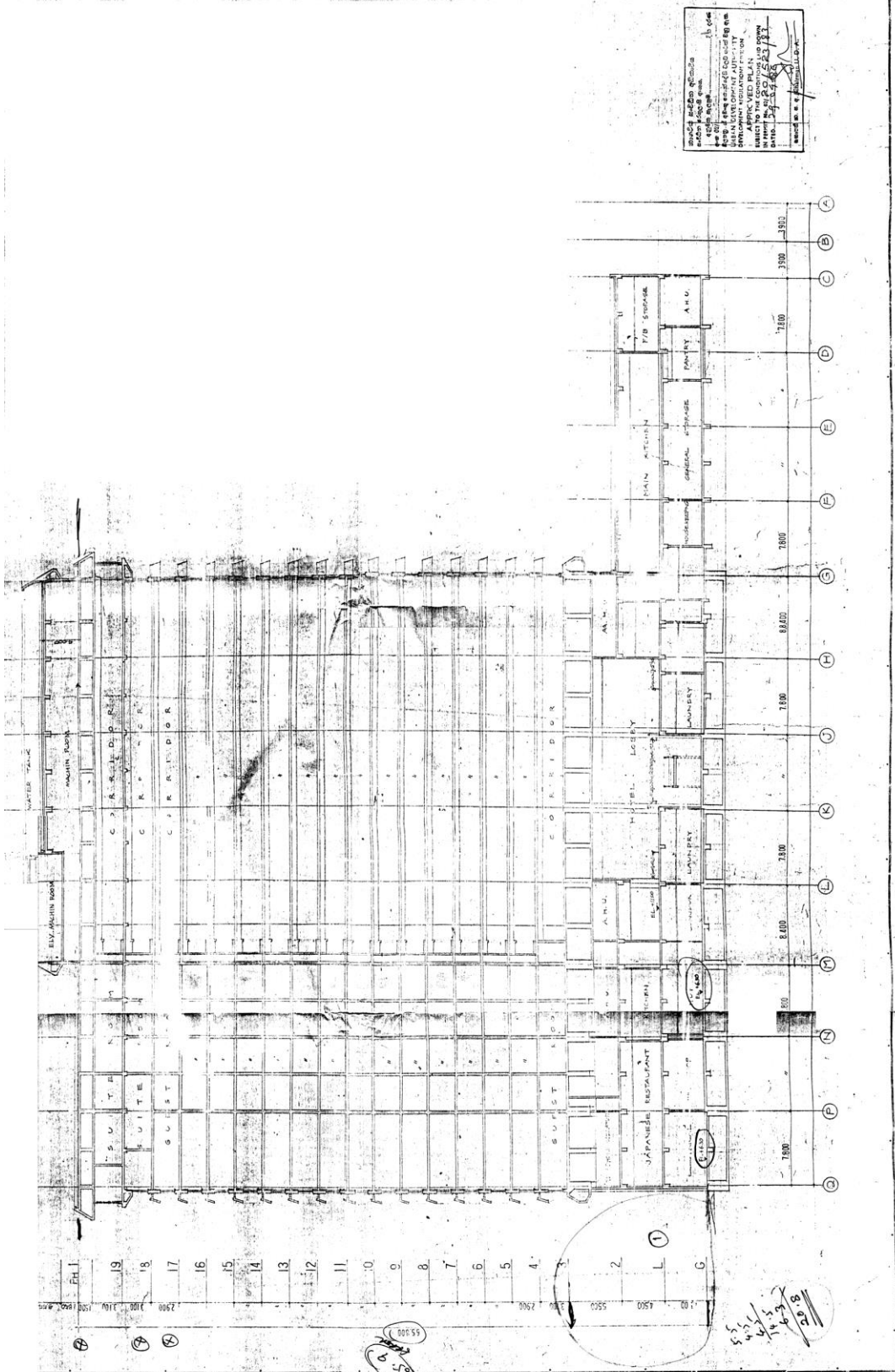
HELON INTERNATIONAL
 1111 JESSIE
 LOS ANGELES, CALIF. U.S.A.

CROSS SECTION
 SCALE: 1/1000
 DATE: AUG. 15, 1963

A-28
 SHEET NO. 28 OF 30



 KANKO KIKAKU SEKUSHA Y. SHIMAZU & ASSOCIATES ARCHITECTS		KANKO KIKAKU SEKUSHA JUL 15 1986	
PROJECT SUI CO. INTERNATIONAL COLLEGE		TITLE LONGITUDINAL SECTION	
DRAWN DATE 1/7/80		SHEET NO. A-29	



APPROVED PLAN
 IN ACCORDANCE WITH THE
 ARCHITECTURAL PROFESSIONAL
 ACT AND REGULATIONS
 OF THE PROVINCE OF ONTARIO
 REG. NO. 1143
 1/7/80

55.300
 4.1
 11.3
 20.8