

DAYAWATI MODI PUBLIC SCHOOL

(A UNIT OF DAYA CHARITABLE TRUST)

MODINAGAR (U.P.)

WITHOUT PREJUDICE

Ref No: DMPS/DCT/2024/001

27th July, 2024

To,
The Secretary (Affiliation),
Central Board of Secondary Education,
New Delhi

SUBJECT: REQUEST FOR INTERVENTION TO ENABLE DAYAWATI MODI PUBLIC SCHOOL, MODINAGAR TO INCREASE THE CURRENT STRENGTH OF EXISTING SECTIONS IN EACH STANDARD.

Respected Sir,

We are addressing the present communication on behalf of Dayawati Modi Public School, Modinagar, Ghaziabad, interalia, seeking your kind intervention to enable Dayawati Modi Public School, Modinagar increase the current strength of sections from five (5) to seven (7) at our school (which is dedicated in imparting education to students since 1972).

Imperatively, our school (which is affiliated to CBSE) currently has five (5) to (6) sections for each standard (Classes 1 to 12), wherein, it can accommodate 40 students in each section. Recently, the management decided to increase the number of sections (as there were repeated requests from the residents of Modinagar to get their wards admitted to the school including the directions of the state government for giving the admission under Right to Education Act, 2009), for which an online application was filed by our school on the online portal maintained by the Central Board of Secondary Education (CBSE). Further, awaiting the revert of CBSE on our application for increasing the number of sections, the school proceeded to admit 14 students in Class XI and few students who have passed in 10th grade from our school their admissions are also pending because of section increase approval.

In response to our application (No.: IS-01053-2526) filled by our school, we were informed by CSBE that in order to procure necessary approval for increase in the number of sections, our school is required to submit a certificate as per Appendix-X of Circular no.12/2022 or Annexure-B of SARAS 5.0 Manual, issued by DM/ ADM/ SDM/ Tehsildar/ Naib Tehsildar/ Registrar/ Sub Registrar/ Equivalent Land Authority (in the format uploaded on the website of CBSE) providing details of the ownership of the land where the school is running since inception.

The fact of the matter is that on account of this fixed format of the certificate, we are faced with a genuine problem, wherein, currently there is a dispute which is pending qua possession and ownership of the land over which the school exists. This dispute is pending before the Hon'ble High Court of Delhi in CS (OS) No. 991 of 2009 titled as DK Modi vs. YK Modi

Manager

**Dayawati Modi Public School
Modinagar (GZB.)**

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&Ors. (wherein Mr. Umesh Kumar Modi is Defendant No. 5). Admittedly, this school was built by Late Rai Bahadur Gujarmal Modi in the name of his wife i.e. Late Smt. Dayawati Modi, and after the demise of by Late Rai Bahadur Gujarmal Modi, the School is being single-handedly managed by Mr. Umesh Kumar Modi only under the aegis of Daya Charitable Trust. The Daya Charitable Trust is incurring all the expenditures for running the school successfully and even ensuring all the compliances are met by the school as is required under the law.

In the above mentioned civil suit, DK Modi is seeking ownership and possession of the land over which our school is situated, however, till date no relief has been given to him and the Hon'ble Delhi High Court is yet to adjudicate on the issue of transfer / ownership of the land belonging to Dayawati Modi Public School. Additionally, DK Modi is relying upon the MoU dated 24.01.1989 as well as other related documents in connection with the MoU and is seeking enforcement thereof.

Interestingly, in the other related documents of the MoU (which is being sought to be implemented by DK Modi in the pending suit before the Hon'ble Delhi High Court), *without prejudice to the rights and contentions of Mr. UK Modi in the said suit or otherwise*, the Dayawati Modi Public School has been earmarked to the share of Mr. UK Modi and therefore, even going by DK Modi's own admission in the pending civil suit (without admitting anything and without prejudice to the rights and contentions of Mr. UK Modi) the school and the underlying land comes to the share of Mr. UK Modi.

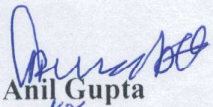
In view of the dispute explained herein above, a strange situation has arisen, wherein, although the revenue records show that the land in dispute is in the name of other society/Companies/trusts (controlled by other family members), however, as stated herein above, the school is being run by Mr. UK Modi only and unfortunately the format of the certificate does not provide for any provision for clarifying the said factual position (as is explained herein above).

Taking the holistic view of the entire situation, we humbly request your good self that since the litigation involving the land is pending before the Hon'ble Delhi High Court, we kindly request that necessary permission be given to our school to increase the number of sections. The permission will ensure that the 14 students who were admitted to our school can continue their education without interruption, as any disruption may severely impact their academic progress.

We would greatly appreciate your prompt attention to this matter.

Yours sincerely,

For Dayawati Modi Public School (A Unit of Daya Charitable Trust)


Anil Gupta
(Manager)

Manager
Dayawati Modi Public School
Modinagar (GZB.)
Enclosed Detailed write up about the above issue is attached herewith.



1

DAYAWATI MODI PUBLIC SCHOOL

(A UNIT OF DAYA CHARITABLE TRUST)

MODINAGAR (U.P.)

WITHOUT PREJUDICE

Ref No: DMPS/DCT/2022/001

To,
The Secretary (Affiliation),
Central Board of Secondary Education,
New Delhi

Dear Sir,

**SUB: CLARIFICATION REGARDING THE STATUS OF
LAND ON WHICH DAYAWATI MODI PUBLIC
SCHOOL, MODINAGAR, GHAZIABAD IS
SITUATED**

We are writing the present letter in respect of the status of the land on which Dayawati Modi Public School is situated.

At the outset, it is imperative to point out that the Dayawati Modi Public School is being run and managed by Mr. Umesh Kumar Modi (son of Late Rai Bahadur Gujar Mal Modi) since last more than 50 years. Admittedly, the undisputed ownership and possession of the Dayawati Modi Public School along with underlying land is with Mr. UK Modi (and earlier with his father i.e., Late Rai Bahadur Gujarmal Modi as well as his mother Late Smt. Dayawati Modi) since last more than 50 years.

**ESTABLISHMENT OF DAYAWATI MODI PUBLIC SCHOOL BY
LATE RAI BAHADUR GUJARMAL MODI**

Late Rai Bahadur Gujarmal Modi, founder of Modinagar was a great philanthropist who always stressed on the importance of imparting quality

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education for all the sections of society. It was his vision to establish post-graduate / inter colleges for girls and boy in Modinagar and its surrounding areas so that they get world class education. With the aforesaid mission as his vision, the Dayawati Modi Public School was incepted in the name of Late Smt. Dayawati Modi (wife of Late Rai Bahadur Gujar Mal Modi).

Dayawati Modi Public school was established in the year 1965 with the spirit of imparting education through English medium in public school lines in samaj kalyan building at Fafrana, Road in Modinagar. During those days, there was no English Medium school in Modinagar and its surrounding areas. Subsequently, the Dayawati Modi Public School was shifted to a 14 acres Complex at Hapur road in 1973.

UNDISPUTED OWNERSHIP AND POSSESSION OF THE DAYAWATI MODI PUBLIC SCHOOL AND THE UNDERLYING LAND WITH MR. UK MODI AND PENDENCY OF DISPUTE IN RESPECT OF THE SAME BEFORE THE HON'BLE HIGH COURT OF DELHI

It is imperative to state that Dr. DK Modi has filed a civil suit before the Hon'ble High Court of Delhi (being CS (OS) No. 991 of 2009 titled as DK Modi vs. YK Modi & Ors.), inter-alia, claiming certain reliefs under the family MOU dated 24.01.1989 as well as documents executed in furtherance to the said family MoU including and not limited to valuation reports prepared by SB Billimoria & Co., scheme of division prepared by Mr. Bansi S Mehta and decision of Mr. KD Aggarwal dated 08.12.1995.

Immediately pursuant to the execution of the MoU of 1989 and upon inter-se understanding arrived between the members of Modi Family, all the members of the Modi family started managing certain Modi Group of companies to the complete exclusion of other members of the family. The members of the Modi family have since then been acting independently and all the decisions in respect of the management of the affairs of the companies were also taken independently, meaning thereby, that there remained no



Group concept as the individual members are/were independently managing and control the affairs of the companies/units of various companies.

Pertinently, in the pending suit filed by Dr. DK Modi, amongst various other reliefs has also sought right to own, control, possess and manage the property of various trusts and societies (which were set up by Late Rai Bahadur Gujarmal Modi) which as per Dr. DK Modi, the undisputed possession is with Mr. UK Modi and his other brothers (i.e. sons of Late Rai Bahadur Gujarmal Modi). The relevant para of the said suit filed by Dr. DK Modi is reproduced herein below for the sake of convenience:

"39. That in this background and scenario the Plaintiff prefers the instant suit for declaration and injunction for protections of his right and position in terms of the MOU of 1989 and decision of the Chairman, IFCI including but not limited to right to own, control, possess and manage the following:

- (a) Modi Bhawan, situated in Haridwar possession of which is with Group B;*
- (b) Modi Bhawan, situated in Vrindavan possession of which is with Group B ;*
- (c) Laxmi Narayan Mandir, situated at Modinagar;*
- (d) Right to rehabilitate Modi Industries;*
- (e) 15, Friends Colony (West), New Delhi ownership of which is being claimed by Modi Rubber and which issue is already pending and sub-judice in terms of suit filed by the Plaintiff;*
- (f) Various properties / assets being enjoyed by Modi Industries;*
- (g) **Various other properties owned by the trusts / societies, which have come to Group A as per the terms of the MOU of 1989.**"*

The relevant prayer sought by Dr. DK Modi in his suit qua the property belonging to various family run trusts & societies including the land on

which Dayawati Modi Public School is running is reproduced herein below:

“

(e) Pass a decree of declaration that in terms of Clause 8 of the MOU of 1989 Trusts which are being admittedly managed, and controlled by the Plaintiff as part of Group A, be declared to be belonging to Plaintiff as part of Group A;

(i) Issue directions against the Defendants to hand over the possession of all those properties held by the Trusts / Societies under the control of Group A but which are in the possession of Group B or companies which are managed and controlled by Group B;

.....”

Dr. DK Modi in his suit apart from seeking implementation of the MoU of 1989, is also seeking a prayer to restrain Defendants from acting contrary to the decision of KD Aggarwal dated 08.12.1995 as well as decree of declaration that decision of KD Aggarwal dated 08.12.1995 is final and binding upon members of Modi family.

Imperatively, as per the decision of Mr. KD Aggarwal dated 08.12.1995 (which is sought to be implemented by Dr. DK Modi in the pending suit before the Hon'ble Delhi High Court), *without prejudice to the rights and contentions of Mr. UK Modi in the said suit or otherwise*, the Dayawati Modi Public School has been earmarked to the share of Mr. UK Modi and therefore, even going by Dr. DK Modi's own admission in the pending civil suit (without admitting anything and without prejudice to the rights and contentions of Mr. UK Modi) the school and the underlying land comes to the share of Mr. UK Modi. It is a matter of common parlance that the land over which school is built also comes to Mr. UK Modi as the land in isolation cannot go to Dr. DK Modi as is being

demanding by him in his suit as well as letter dated 24.09.2020 (mentioned in detail herein after), especially when the school which is built on the said land, is under the possession of Mr. UK Modi and is being run and managed by Mr. UK Modi since last 50 years.

It is further critical to point out that till date, no interim or final order has been passed by the Hon'ble Delhi High Court in favour of Dr. DK Modi qua the aforementioned reliefs or any other relief since last 13 years i.e., from the inception of the suit. Furthermore, the Hon'ble Delhi High Court has already framed issues for the adjudication of the suit filed by Dr. DK Modi vide order dated 05.12.2014 and the issues framed by the Hon'ble Delhi High Court are as follows:

".....

(8) Whether the suit is barred by limitation? OPD

(9) Whether the suit is not maintainable in respect of trust property? OPD

(10) Whether the suit is not maintainable in view of section 26 of SICA? OPD

(11) Whether the suit is bad for mis-joinder / non-joinder of parties? OPD

(12) Whether the plaintiff is estopped from filing the present suit because of its act in the past? OPD

(13) Whether agreements dated 26.10.2006 executed between M.K. Modi and K.K. Modi and 17.11.2006 executed between M.K. Modi and U.K. Modi are contrary to the terms of the Memorandum of Understanding dated 24.01.1989 and therefore illegal? OPP

(14) Whether the terms of the Memorandum of Understanding dated 24.01.1989 are final and binding between the parties and the plaintiff is entitled to the properties and assets earmarked for Group A under the same? OPP

(15) Whether decision of Chairman, IFCI dated 08.12.1995 is final and binding between the parties and Group B is bound to comply with the terms thereof? OPP

(16) Whether the plaintiff is entitled to a decree of mandatory and permanent injunction against the defendants injuncting them from giving affects to and/ or from implementing agreement / understanding adversely affecting rights and position of the plaintiff arising out of the MOU of 1989 and decision of Chairman, IFCI dated 08.12.1995? OPP

(17) Whether the differential amount of Rs.21.35 crores stands settled between Group A and Group B? OPD-5

(18) Relief

..... ”

A copy of the order dated 05.12.2014 passed by the Hon'ble Delhi High Court is enclosed as **Enclosure – 1.**

In the said civil suit pending before the Hon'ble Delhi High Court, Dr. DK Modi (in the year 2020) filed (2) interim applications, inter-alia, claiming certain ad-interim reliefs. In response to the said two (2) interim applications, a reply was filed by Mr. UK Modi, whereby, a letter dated 24.09.2020 addressed by Dr. DK Modi to Mr. UK Modi was placed on record. **It is critical to note that in the said letter, Dr. DK Modi is demanding that the land belonging to Dayawati Modi Public**

School be returned to Dr. DK Modi and further 16 Quarters of Dayawati Modi Public School be also handed over to Dr. DK Modi. The relevant para of the reply filed by of Mr. UK Modi to the interim application filed by Dr. DK Modi is reproduced herein below:

".....The real intent of the Plaintiff is also evident from the fact that immediately after filing of the interim application, the Plaintiff has addressed a letter dated 24.09.2020 to the Answering Defendant, whereby, he has raised frivolous demands, contents thereof for ready reference of this Hon'ble Court are enumerated hereinafter:

- 1. Prof. (Dr.) DK Modi is looking for amicable and peaceful solution and does not want to get embroiled in unnecessary litigation and legal dispute.*
- 2. Prof. (Dr.) DK Modi is taking steps only to protect his vested rights and interests in a constitutional manner as mandated under the parent 1989 MOU and the subsequent developments.*
- 3. What does Prof. (Dr.) DK Modi want:*
 - a) Implementation of 1989 MOU.*
 - b) Implementation of IFCI Award.*
 - c) Land belonging to (Dr) D K M Trust at Rukmini Modi Market ad measuring 31570 sq yds as per lease dated 27.11.65 to be returned to Dr DKM.*
 - d) Trust Offices and Residence in Modi Bhawan to be given to Dr D K M at mutually agreeable terms.*



- e) *Lease Deed for 14250 sq yds given on lease by MIL to MSWM - rights to be given to Dr DKM.*
- f) *Lease deed for 11181 sq yds given by MIL to MRL - rights to be given to Dr DKM.*
- g) *16 houses given to Dayawati Modi Public School to be vacated and returned Dr DKM.***
- h) *Land of Dayawati Modi Public School admeasuring 16.86 acres belonging to Dr DKM controlled Trust to be returned to Dr DKM or purchased by Sh UKM.***
- 4. *Prof. (Dr.) DK Modi is prepared to sell his shareholding in MIL at a mutually acceptable rate.*
- 5. *Sh. U K Modi to sell his shares in MSWM and HDL to DKM at mutually acceptable rates.*
- 6. *Prof. (Dr.) DK Modi will not pursue his for claim for revival and rehabilitation of MIL and also on the control and management of Gas & Electrode units in the larger interest of peace and settlement.*
- 7. *For resolution of issues Sh. UK Modi and Prof. (Dr.) DK Modi can appoint one or more professionals nominees from both sides and come to a mutually agreeable settlement under the guidance of Sh. UK Modi and Prof. (Dr.) DK Modi.*
- 8. *UKM to support Prof. (Dr.) DK Modi in family matters pending as on date in various courts.*



9. *Sh. UKM to facilitate handing over of Modi Bhawan Haridwar & Vrindavan to (Dr) DKM as per MoU.*
10. *Sh. UKM will support Dr DKM to get possession and control of Modi Mandir, Modinagar*
11. *After Resolution is achieved neither Sh. UKM nor (Dr) DKM will initiate or file any case against each other in relation to this settlement nor create any hinderances for each other's businesses, enterprises or institutions.*
12. *Existing cases pending in various courts to be withdrawn by to respective parties through settlement including proxy litigation and letters written by Sh UK M against Dr DKM and vice versa to be withdrawn.*
13. *It is based on 1989 MOU."*

Dr. DK Modi in response to the aforementioned reply filed by Mr. UK Modi filed his Rejoinder, however, pertinently, in the said Rejoinder, Dr. DK Modi has neither denied the letter dated 24.09.2020 nor denied / disputed the contents of the letter dated 24.09.2020 addressed to Mr. UK Modi, wherein, he is demanding **that the land belonging to Dayawati Modi Public School be returned to Dr. DK Modi and further 16 Quarters of Dayawati Modi Public School be also handed over to Dr. DK Modi.** It may also be noted that in his suit as well as the said letter, he is also demanding Mandir and other properties of other family trusts / societies which only highlights the actual intent of Dr. DK Modi.

It is imperative to state that the Hon'ble Delhi High Court is yet to adjudicate on the issue of transfer / ownership of the land belonging to Dayawati Modi Public School as well as 16 Quarters of Dayawati Modi Public

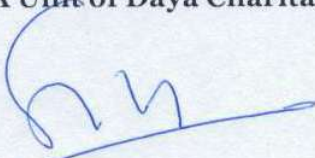


School and therefore the said matter is sub-judice / pending adjudication before the Hon'ble Delhi High Court.

In view of the facts stated hereinabove as well as the documents relied upon, the school and the underlying land is currently in the ownership and possession of Mr. UK Modi. Additionally, the issue with respect to the school, underlying land and other properties of Modi family trusts and societies is sub-judice before the Hon'ble Delhi High Court in the suit filed by Dr. DK Modi only coupled with the fact that the Dr. DK Modi has himself admitted that the possession of the school and underlying land vests with Mr. UK Modi and inspite of his prayer seeking possession of the same before the Hon'ble Delhi High Court, he is yet to be granted any such relief till date.

Thanking You,

**For Dayawati Modi Public School
(A Unit of Daya Charitable Trust)**



Shyam Sunder Kaushik
(Manager)

Manager
Dayawati Modi Public School
Hapur Road, Modinagar

IN THE HIGH COURT OF DELHI AT NEW DELHI**CS(OS) 991/2009 and I.A. 7153/2009 and I.A. 10024/2009****DR. D.K. MODI Plaintiff****Through: Mr.Anil Sapra, Sr. Advocate with****Ms.Jayashree S. Dasgupta and Mr.Nilesh, Advs****versus****Y.K. MODI AND OTHERS BC+ Defendant****Through: Mr.Ravikesh K. Sinha and Ms.Sidha****D. Das, Advocates for defendant no.7****Mr.Mayank, Advocate for defendant no.2****Mr.Pravin Bahadur, Mr.Prabal Mehrotra and****Mr.Rajan Narain, Advs for defendant Nos.3 and 4****Mr.Vijay Gupta, Ms.Geeta Goel and Mr.Atishi****Dipankar, Advs for defendant/Modi Rubber Ltd.****Mr.V.Seshagri and Ms.Archana Lakhotia,****Advocates for defendant no.6****Mr.Amit Mahajan, Advocate for defendant****Mr.Akhil Sibal, Mr.Salil Seth and Mr.Aditya,****Advocates for the defendant no.5****CORAM:****HON'BLE MR. JUSTICE G.S.SISTANI****O R D E R****05.12.2014**

On the pleadings of the parties, the following issues are framed:

(8) Whether the suit is barred by limitation? OPD

**(9) Whether the suit is not maintainable in respect of trust property?
OPD**

**(10) Whether the suit is not maintainable in view of section 26 of SICA?
OPD**

**(11) Whether the suit is bad for mis-joinder / non-joinder of parties?
OPD**

**(12) Whether the plaintiff is estopped from filing the present suit
because of its act in the past? OPD**

**(13) Whether agreements dated 26.10.2006 executed between M.K. Modi and
K.K. Modi and 17.11.2006 executed between M.K. Modi and U.K. Modi are
contrary to the terms of the Memorandum of Understanding dated 24.01.1989
and therefore illegal? OPP**

**(14) Whether the terms of the Memorandum of Understanding dated
24.01.1989 are final and binding between the parties and the plaintiff is entitled to the
properties and assets earmarked for Group A under the
same? OPP**

**(15) Whether decision of Chairman, IFCI dated 08.12.1995 is final and
binding between the parties and Group B is bound to comply with the terms
thereof? OPP**

**(16) Whether the plaintiff is entitled to a decree of mandatory and
permanent injunction against the defendants injuncting them from giving
affects to and/ or from implementing agreement / understanding adversely
affecting rights and position of the plaintiff arising out of the MOU of
1989 and decision of Chairman, IFCI dated 08.12.1995?
OPP**

**(17) Whether the differential amount of Rs.21.35 crores stands settled
between Group A and Group B? OPD-5**

(18) Relief

**No other issue is pressed. Parties will file list of witnesses
within four weeks from today. Plaintiff will file affidavit by way of
evidence within eight weeks.**

List the matter before Joint Registrar on 19.1.2015 for marking

exhibits on documents and for fixing the dates of trial. Joint Registrar will fix the same schedule for filing affidavit by way of evidence, for the defendants.

List the matter before Court on 27.3.2015, to await evidence.

G.S.SISTANI, J

DECEMBER 05, 2014

ssn CS(OS) 991/2009 2/2

S 67