

COURT OF APPEALS FOR THE NINTH DISTRICT OF TEXAS AT BEAUMONT

Dream Land Investment Inc. and Alaa Hamdan v. Sanna Enterprises, Inc., Muhammad Z. Malik, Barkat Ali Khoja and Rozina Khoja

No. 09-24-00137-CV · No. No. 09-24-00137-CV · Decided February 19, 2026

SUMMARY

The Ninth Court of Appeals of Texas considers a dispute concerning a commercial-property lease, including a \$40,000 payment provision, a later lease-amending agreement, maintenance obligations, and insurance requirements. The jury found that the landlord waived the payment and signed the 2020 amendment, and the trial court ruled for the tenants, awarded attorney’s fees, and denied the landlord’s counterclaim. The court affirms the trial court’s judgment.

CASE DETAILS

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| COURT                 | Court of Appeals for the Ninth District of Texas at Beaumont                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| WRITING FOR THE COURT | Jay Wright; Golemon, C.J.; Johnson, J.; Wright, J.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| JURISDICTION          | Court of Appeals for the Ninth District of Texas at Beaumont                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| DECIDED               | February 19, 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| DOCKET                | No. 09-24-00137-CV                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| DISPOSITION           | affirmed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| PROCEDURAL POSTURE    | Landlords appealed a final declaratory judgment entered after a jury found that Alaa Hamdan signed the 2020 lease-amending agreement and that the landlords waived the tenants' \$40,000 payment obligation. The tenants prevailed on their declaratory-judgment claims and on the landlords' counterclaim in the 128th District Court of Orange County, Texas.                                                                                                                                                                                    |
| STANDARD OF REVIEW    | Subject-matter jurisdiction and contract ambiguity are reviewed de novo. Legal sufficiency is reviewed by viewing the evidence in the light most favorable to the verdict, crediting favorable evidence if reasonable jurors could, and disregarding contrary evidence unless reasonable jurors could not. Factual sufficiency is reviewed by examining all the evidence and setting aside a verdict supporting a finding for the appellee only if it is so contrary to the overwhelming weight of the evidence as to be clearly wrong and unjust. |
| PRECEDENTIAL VALUE    | Published Texas intermediate appellate opinion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

## PARTIES

Dream Land Investment Inc., Alaa Hamdan v. Sanna Enterprises, Inc.,  
Muhammad Z. Malik, Barkat Ali Khoja, Rozina Khoja

## TOPICS

contract interpretation

landlord tenant

waiver of breach

appellate jurisdiction

commercial litigation

## PRACTICE AREAS

contracts

landlord tenant

real estate

commercial litigation

appellate procedure

## QUESTIONS PRESENTED

1. Whether the district court exceeded its subject-matter jurisdiction by declaring the parties' rights under the commercial lease when justice courts have jurisdiction over eviction and immediate-possession proceedings.
2. Whether the district court improperly interpreted the lease and failed to consider the lease and 2020 amendment as a whole.
3. Whether the evidence was legally and factually sufficient to support the jury's finding that the landlords waived the \$40,000 renewal payment, and whether the waiver was ineffective because it was unwritten or allegedly inconsistent with the lease.

## HOLDINGS

1. A district court, as a court of record, has jurisdiction under the Uniform Declaratory Judgments Act to declare the parties' rights, status, and legal relations under a written commercial lease, even though a justice court has jurisdiction over eviction and immediate-possession proceedings. The trial court did not exceed its jurisdiction because it did not award possession; it interpreted the lease and made the declarations requested.
2. The lease and its amendment must be construed as a whole to ascertain the parties' intent, using the plain, ordinary, and generally accepted meaning of the language and harmonizing provisions so that none is rendered meaningless. The landlords did not demonstrate reversible error from the trial court's alleged failure to restate provisions requiring the tenants to pay taxes and insurance and maintain the property, because the tenants did not dispute those obligations and the omission did not affect the dispute over the amendment's validity.
3. The evidence was legally and factually sufficient to support the jury's finding that the landlords waived the tenants' obligation to make the \$40,000 payment. Because the landlords did not object to the jury charge, any complaint about the legal standard submitted to the jury was waived, and the sufficiency challenge was measured against the law contained in the unobjected-to charge.

## KEY QUOTATIONS

*“the justice court’s judgment ‘is a determination only of the right to immediate possession and does not determine the ultimate rights of the parties to any other issue in controversy relating to the realty in*

*question.’” (27)*

*“The primary objective in construing a contract is to implement the parties’ intent.” (28-29)*

*“We also conclude after examining the entire record, that the jury’s finding is factually sufficient and the jury’s finding in question three is neither contrary to the overwhelming weight of the evidence, nor is it clearly wrong and unjust.” (33)*

## FACTUAL BACKGROUND

Dream Land leased a gas station and convenience store in Orange, Texas, to Sanna and its owners. The 2013 amended lease extended the term through 2028 and required a one-time \$40,000 payment for the final ten years, while also allocating maintenance, insurance, tax, and repair responsibilities. In 2020, the parties executed a document purporting to extend the lease through 2030 and remove the \$40,000-payment provision; the parties disputed whether Hamdan signed it and whether he waived the payment. The jury found that Hamdan signed the amendment and that the landlords waived the payment, and the trial court declared the tenants' lease rights and compliance.

## PROCEDURAL HISTORY

The tenants sued for declarations concerning the parties' commercial lease, including the validity and effect of the 2020 amendment, lease compliance, and insurance obligations. The landlords countersued for declaratory relief and damages. The jury found that Hamdan signed the 2020 amendment and that the landlords waived the \$40,000 payment; the trial court resolved the remaining interpretation and declaratory issues, awarded the tenants attorney's fees, rendered judgment for the tenants, and awarded them nothing on their counterclaim. The court of appeals affirmed.

## DISPOSITION

affirmed

## CASES CITED

- Tex. Dep’t. of Parks and Wildlife v. Miranda, 133 S.W.3d 217, 226 (Tex. 2004)
- City of Waco v. Kirwan, 298 S.W.3d 618, 621-22 (Tex. 2009)
- Tex. Emp. Comm’n. v. Norris, 636 S.W.2d 248, 251 (Tex. App.—Beaumont 1982, writ ref’d n.r.e.)
- Golden v. Milstead Towing & Storage, Nos. 09-21-00043-CV, 09-21-00044-CV, 09-21-00045-CV, 2022 Tex. App. LEXIS 2988, at \*5 (Tex. App.—Beaumont May 5, 2022, no pet.) (mem. op.)
- Westwood Motorcars, LLC v. Virtuolotry, LLC, 689 S.W.3d 879, 881-85 (Tex. 2024)
- Lopez v. Sulak, 76 S.W.3d 597, 605 (Tex. App.—Corpus Christi—Edinburg 2002, no pet.)
- Pathfinder Oil & Gas, Inc. v. Great W. Drilling, Ltd., 574 S.W.3d 882, 888-89 (Tex. 2019)
- Great Am. Ins. Co. v. Primo, 512 S.W.3d 890, 893 (Tex. 2017)
- Scout Energy Mgmt., LLC v. Taylor Props., 704 S.W.3d 544, 548 (Tex. 2024)

- Suniverse, LLC v. Universal Am. Mortg. Co., LLC, No. 09-19-00090-CV, 2021 Tex. App. LEXIS 1240, at \*40 (Tex. App.—Beaumont Feb. 18, 2021, pet. denied) (mem. op.)
- Ford Motor Co. v. Ledesma, 242 S.W.3d 32, 43 (Tex. 2007)
- State Dep't of Highways & Pub. Transp. v. Payne, 838 S.W.2d 235, 241 (Tex. 1992)
- Romero v. KPH Consol., Inc., 166 S.W.3d 212, 221 (Tex. 2005)
- Wal-Mart Stores, Inc. v. Sturges, 52 S.W.3d 711, 715 (Tex. 2001)
- City of Keller v. Wilson, 168 S.W.3d 802, 807, 827 (Tex. 2005)
- Dow Chem. Co. v. Francis, 46 S.W.3d 237, 242 (Tex. 2001)
- Cain v. Bain, 709 S.W.2d 175, 176 (Tex. 1986)
- Royce Homes, L.P. v. Humphrey, 244 S.W.3d 570, 575 (Tex. App.—Beaumont 2008, pet. denied)

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