



- (a) The financial jurisdiction of the Lower Court being a Senior Magistrate Court 11 is N2,000,000.00, though the Appellant mistook it to be N5,000,000.00 in their notice of preliminary objection.
- (b) After the Appellant moved its application, the Magistrate adverted the minds of the parties to its financial jurisdiction i.e N2,000,000.00.

The brief facts of the appellant case as distilled from the record of proceeding at pages 1 & 2 of the record of proceedings is that the Appellant and the Respondent entered into a lease agreement for Fifteen (15) years over a 6 units of 3 Bedroom flat situate at No. 6 Plot 3220 Euphrates Street, Maitama, Abuja at the rate of N16,800,000.00 as consideration.

From the Plaint as contained in pages 1 and 2 of the record of proceedings, the Appellant defaulted in paying his rent which is condition precedent for it

continuation in the properties, the subject matter of litigation.

The Respondent filed a Plaint in suit No. CV/122/2017 for recovery of possession, a mense profit of N4,200,000.00 and the sum of N500,000.00 as cost of litigation.

At the trial, the Appellant objected to the jurisdiction of the trial court to entertain the cause of action with rent of N16,800,000.00. But the lower court dismissed the objection, hence this appeal.

The Appellant in his brief of argument before this Honourable Court has formulated a sole issue for determination to wit;

Whether the lower court has the jurisdiction to entertain a tenancy matter with N16,800,000.00 as rent.

Learned counsel answered the issue aforesaid in negative and stated that jurisdiction is the authority a court has to decide the matters presented before it. And

that where court lack jurisdiction, anything carry out before it is a nullity. Counsel relied on *SARAKI VS FRN (2016) 3 NWLR (Pt. 1500) 631 SC*.

Upon service of the Appellant brief of argument, the Respondent also filed it brief of argument and formulated the following issues for determination:-

1. What is the rental value of the property in question – N2,800 per flat or N16,000,000.
2. Whether the lower court has the jurisdiction to entertain claims within N2,800,000 rental value per flat.
3. Whether the trial court has the power under the law to entertain jurisdiction on a claim for mense profit of N700,000 per flat.

Learned counsel for the Respondent while arguing the above issues submit that the rental value of the property in question is N2,800,000 per flat and not N16,800,000 as stated by the Appellant.

Counsel argued that the trial court is a Senior District 1 Court with a jurisdiction to entertain civil cases on monetary claims up to N3,000.00. and therefore, the lower court has the jurisdiction to entertain the suit.

On the part of court, we have gone through the respective briefs of argument of the Appellant and that of the Respondent. In our view, only one issue calls for determination to wit; whether the lower court has jurisdiction to entertain the suit before it.

It is trite that the inherent jurisdiction of the court is not exercisable when the court lacks jurisdiction. What this means is that the inherent jurisdiction of a court only comes in where it has jurisdiction, and where its jurisdiction is being challenged as in the present case, it has to determine first whether it has jurisdiction before being called upon to exercise its inherent jurisdiction as the appellant is requesting in this present case. ***IWUJI & ORS VS GOVERNOR OF IMO STATE & ORS (2014) LPELR 22824 (CA).***

Indeed, it is the claims of the Plaintiff as contained in the writ of summons and statement of claim that determines the jurisdiction of court. The enabling statutes vesting the jurisdiction has to be considered in the light of the reliefs sought. Once the claims fall within the jurisdiction of the court as donated by the statute as determined by the fact, the court is vested with jurisdiction. ***LAWAN VS ZENON PETROLEUM & GAS LTD & ORS (2014) LPELR 23206 (CA).***

It is instructive to state here that the district court of the Federal Capital Territory was created by the District Court Act, Cap 498 (Pt.11) section 5 of the said Act creates the jurisdiction of District Court.

For avoidance of doubt section 5 provides as thus;

- i. A District Court shall have such jurisdiction as is conferred on it by this act or any other written law.
- ii. No District judge shall exercise jurisdiction and power in excess of those conferred upon him by his appointment.

Indeed, by virtue of the District Court (increase of jurisdiction of District Judge) Order 2014, the jurisdiction of the District Court II is N2,000,000.00.

Qst.. from above, can it be said that the trial district judge was clothed with jurisdiction?

In answering the above question, the proper document to look at is the agreement between the parties which in contained in pages 18 – 25 of the record of proceedings before the lower court.

For clarity purposes, we shall reproduce relevant paragraph of the agreement here. Paragraph B in page 19 of the record of proceedings is as thus;

The lessor has agreed to let a block of a 6 numbers 3 bedroom flat situate and lying at No. 6. Plot 3220, Euphrate Street, Maitama, Abuja to the lessee subject to the terms, convenient and conditions herein after contained.

Paragraph 2 in page 19 of the record of proceedings stated that in consideration of the Fifteen (15) years lease, at a rent of N16,800,000 (Sixteen Million Eight Hundred Thousand Naira) only per annum.

From above, can it be said that the rent was N2,000,000.00 per flat as argued by the learned counsel for the Respondent to vest the lower court with jurisdiction?

It is trite that, where the language, terms intent or words to any part or section of a written contract, document or enactment are clear and unambiguous as in the instance case, they must be given their ordinary and actual meaning as such terms or words used best declare the intention of law maker unless this would lead to absurdity or be in conflict with some other provision thereof.

It therefore presupposes that where the language and intent of an enactment or contract is apparent, a trial court must not distort their meaning. ***OLATUNDE VS***



***OBAFEMI AWOLOWO UNIVERSITY (1998) 5  
NWLR (Pt. 549) 178.***

A judge is not a law maker, but an interpreter of law made by a law maker. The objective of any interpretation is to unravel the intention of the law maker which often, can be deduced from the usage of language.

Clearly the rent sum from the tenancy agreement was N16,800,000 Million wholly and not N2Million as enormously commenced by the Appellant.

We must observe that parties cannot by agreement confer jurisdiction on court.

From the contents of the agreement as reproduced, the learned trial court lacks the jurisdictional competence to adjudicate over this case.. We so hold.

Accordingly, this appeal is allowed.

***Justice A.S Adepoju  
(Hon. Judge)  
(Presiding)***

***Justice Y. Halilu  
(Hon. Judge)  
(Member)***