

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA
BEFORE HIS LORDSHIP, HON. JUSTICE A.A.I. BANJOKO-JUDGE**

SUIT NO: FCT/HC/0924/18

BETWEEN:

CORPORATE IDEALS SECURITIES LIMITED.....CLAIMANT

AND

HON. MINISTER FEDERAL CAPITAL TERRITORY

FEDERAL CAPITAL DEVELOPMENT AUTHORITY...DEFENDANTS

ORANUBA IFUNAYA FOR THE CLAIMANT

OBIAMALU FILEX CHIDOZIE FOR THE DEFENDANTS.

JUDGMENT

By way of a Writ of Summons dated and filed on the 14th day of February 2018, the Claimants commenced this action before the Court primarily against the Defendants. The Writ of Summons was served on the Defendants on the 26th of February 2018.

Subsequent to the service of the Originating Processes on the Defendants, the Defendants filed a Joint Statement of Defence dated the 1st day of March 2018. In response, the Claimant filed a Reply to the 1st and 2nd Defendants Statement of Defence on the 9th of March 2018.

On the 20th of April 2018 Claimant filed an Amended Writ of Summons and Amended Statement of Claim and served same on the Defendants, who elected not to file an Amended Statement of Defence.

In their Amended Statement of Claim, the Claimant is seeking the Court's Order against the Defendants jointly and severally as follows: -

- 1) A Declaration that the Claimant's Title and Statutory Right of Occupancy over Plot No. 413 Cadastral Zone A09 within Guzape District, Abuja with File No. MISC 132609 (old file no. MFCT /LA/MISC.10197) covered by Statutory Right of Occupancy dated the 17th day of May 2001 are valid and subsisting.
- 2) A Declaration that the Multifunctional Purpose for which the Statutory Right of Occupancy over Plot No. 413 Cadastral Zone A09 within Guzape District, Abuja with File No. MISC 132609 (old file no. MFCT /LA/MISC.10197) was granted to the Claimant is valid and subsisting.
- 3) An Order of Perpetual Injunction restraining the Defendants whether by himself, Agents, or Privies from revoking and or expropriating or in any manner however interfering with the Rights, Title of the Claimant or Possession by the Claimant or Altering the Multifunctional Land Use and or Purpose for which the Statutory Right of Occupancy over Plot No. 413 Cadastral Zone A09 within Guzape District, Abuja with File No. MISC 132609 (old file no. MFCT /LA/MISC.10197) was granted.
- 4) An Order directing the Defendants to issue the Claimant with the Certificate of Occupancy over Plot No. 413 Cadastral Zone A09

within Guzape District, Abuja with File No. MISC 132609 (old file no. MFCT /LA/MISC.10197) upon the payment of the Right of Occupancy Bill.

5) An Award of the Sum of N300, 000, 000.00 (Three Hundred Million Naira) only as General and Exemplary Damages against the Defendants.

The Claimant opened their case by calling a Sole Witness Mr. Chijioke Stanislaus Okereke an Engineer and Manager of the Claimant. He adopted his Statements on Oath in the Amended Statement of Defence and in his Reply to the Statement of Defence, testifying that on the 17th of May 2001, the 1st Defendant pursuant to the application of the Claimant allocated Plot No. 413 Cadastral Zone A09 within Guzape District, Abuja with File No. MISC 132609 (old file no. MFCT /LA/MISC.10197) measuring about 1.2 HA for Multifunctional Purposes to it and it has been in quiet possession of the said Plot.

Subsequently, the Claimant submitted their Statutory Right of Occupancy to the Federal Capital Territory based on the Defendants Re-Certification Exercise. The 1st Defendant Processed and Re-Certified the Plot, issuing a New File Number MISC 132609 to the Claimant.

Subsequently, the Claimant was surprised when they received a Phone Call from the Officials of the Federal Capital Territory Administration stating that there was a 'Land Use Mismatch' on their Statutory Right of Occupancy, as the purpose for which the Plot was allocated to it and the purpose as contained in the 1st

Defendant's Official Records were conflicting, resulting in the Revocation of their Allocation.

Mr. Chijioke stated that the above excuse given by the 1st Defendant coupled with the allegation of forgery of the Statutory Right of Occupancy made against it by the Defendants was false, and an afterthought, which did not make any sense and is a guise by the Defendants to forcibly dispossess the Claimant of its Plot.

It is his evidence that the Defence has always recognized the Claimant as the holder of the Statutory Right of Occupancy over the Land in issue and has never expressed any doubt as to the authenticity of the Claimant's Title Documents.

Finally, he testified they never received any Notification or Invitation from the Defendant to explain or resolve any conflict, disparity or doubt as to the Genuineness or Authenticity of its Title Documents.

The Claimant tendered into Evidence the following Documents.

1. Offer of Grant of Statutory Right of Occupancy was admitted and marked as **Exhibit A**
2. Acceptance of Offer of Grant of Statutory Right of Occupancy as **Exhibit B**
3. Acknowledgement of Re-Certification Letter as **Exhibit C**
4. Payment of Processing Fee as **Exhibit D**
5. Revenue Collector's Receipt as **Exhibit E**

Under Cross-Examination, the Witness testified he has been working with the Claimant for over Ten (10) Years but could not say if the Claimant paid any Ground Rent.

There was no Re-Examination and with his evidence, the Claimant closed its Case.

The Defendants opened their Case by also calling a Sole Witness, Mr. John Irabor a Staff of the Department of Land Administration in the Federal Capital Territory Administration. He listed the Procedure for the allocation of Plots of Land in the Federal Capital Territory adding that it was noticed that Plot No. 413 Cadastral Zone A09 covered by File No. MISC 132609 did not follow the Proper Guidelines, as the Ministerial Approval could not be traced, and there was no record of the Claimant in the Land Application Register. Further, the Right of Occupancy dated the 17th day of May 2001, held by the Claimant is not in tandem with the Genuine Rights of Occupancy issued during that period, as the font is different from that of the Genuine Right of Occupancy. He therefore concluded that the Right of Occupancy with the Claimant was forged.

Finally he urged the Court to hold that the Claimant has no valid claim to the Ownership or Title to No. 413, Guzape Cadastral Zone A09 and was not entitled to the reliefs and damages sought.

Under Cross-Examination Mr. John testified he joined FCDA in 2003 and was aware that a purported Letter of Allocation was issued in 2001, stating that all his depositions were based on available Records. According to this Witness, he checked the Ministerial Approval for 2001, and there were a Bunch of Schedules, Shortlisting of Names of Applicants with recommended Plots for

them. It was endorsed by the Director (Lands), Permanent Secretary and Honorable Minister and is kept in the safe keep of the Department.

He confirmed checking the Application Register, which began from inception but which has now been computerized, stating that entering in a Query was all that was needed to check the Records.

He presumed the Documents possessed by the Claimant were forged because there was no Land Application made by the Claimant and therefore there could be no Ministerial Approval. He explained further that the purpose of Recertification is to collect the old Title Document and issue out a new one, and it was when the Claimant submitted its Document for Recertification in 2008, that it was found that the Font Size was not in tandem with what was used at that time.

When questioned whether the Register and Ministerial Approval List were Moveable and Printable, Mr. John answered in the positive but did not tender them in evidence, though he told the Court he could bring them if they were requested.

Explaining further, Mr. John told the Court that the mere fact they are in Court for Title, means the Defendants are aware of the Status of the Documents.

Finally, he admitted that he did not tender a Typical Example of a Genuine Letter of Offer of Terms of a Grant of the Statutory Right of Occupancy, to demonstrate the Correct Font for Allocations in the FCT.

There was no Re-Examination of this Witness, and with his testimony, the Defendants closed their Case.

The Court then Adjourned for the Parties to file their Written Addresses. The Defendants Joint Written Address is dated and filed on the 11th of October 2018, whilst the Claimant is filed and dated the 16th day of October 2018.

In the Written Address of Counsel to the Claimant he analyzed the evidence made by the Witnesses from both sides and set out a Sole issue for the Court's determination, which is ***"Whether having regard to the State of Pleadings and the Evidence led by Parties, the Claimant has proved its case so as to be entitled to the Reliefs Sought in the Writ of Summons and Statement of Claim, taking into account the Allegation of Forgery made by the Defendants"***.

The Defendants also raised a Sole Issue, ***"Whether having regards to the facts of this case the Claimant is entitled to the Reliefs Claimed"***.

After a careful consideration of the Evidence adduced by both sides to this conflict as well as the Documentary Evidence tendered and the issues raised across the divide, the Court will adopt the singular issue set out by both sides of the divide, which is: -***"Whether the Claimant has proved his case and is entitled to the Reliefs sought, despite the Allegations of Forgery made against it"***.

The allegation of forgery will be dealt with firstly and all arguments of Counsel are on record.

What then is the position of the Law where Forgery is alleged? In the case of **LAPADE VS CARIBBEAN FINANCE LTD (2008) VOL 44 WRN 115 AT 133**, the Court of Appeal, **Per Augie, JCA (AS SHE THEN WAS, NOW JSC)** held that forgery which is a Crime is

the act of Fraudulently making a False Document or Altering a Real one to be used as if it is Genuine. In essence, it involves the Making, the Altering or Completing of an Instrument by someone other than the Ostensible Maker or Drawer. See also **IMAN VS SHERIFF (2005) 4 NWLR PT 914 AT 80 AND NDOMA-EGBA VS AFRICAN CONTINENTAL BANK PLC (2005) 7 S.C. PT III AT 27**, where **Oguntade JSC** emphasised on the intent that it be used and acted upon as genuine, or with the intent that any person may in the belief that it is genuine be induced to do, or refrain from doing any act.

The Required Proof is as set out in the cases of **EDOKPOLO & CO LTD VS OHENHEN (1994) 7 NWLR PT 358 PER ADIO JSC; SULE VS AJANI (1980) 3-4 S.C PER NNAMANI AND PAM & ANOR VS MOHAMMED & ANOR (2008) 5-6 S.C. PT 1 AT 83**, where the Supreme Court held that Forgery is a Criminal Offence for which the allegation had to be proved Beyond Reasonable Doubt by the person who asserts that fact.

Further Reference is made to the Cases of **ADESULE VS MAYOWA S & ORS (2011) LPELR CA/B/EPT/80/2008; BUHARI VS OBASANJO (2005) 13 NWLR PT 941, 1 AT 295; CAN VS LAMIDO & ORS (2012) LPELR S.C. 25/2012 AND EYA & ANOR VS OLOPADE & ANOR (2011) LPELR S.C. 168 /2001, PER ONNOGHEN JSC**. In this latter case, His Lordship held that “it is Settled Law that where the commission of a Crime is directly in issue in any proceedings whether Civil or Criminal, in this Case, Forgery, the alleged crime must be proved Beyond Reasonable Doubt and it is the Appellants in this case who asserts the commission of Forgery who have the burden of proving, by adducing sufficient evidence to establish same.

When Forgery is alleged in a Civil Suit, it is Settled Law that being a very serious imputation, it needs to be pleaded with particulars and proved strictly. Regard is placed on the cases of **FINNIH VS**

IMADE (1992) 1 SCNJ AT 87 AT 113 AND MUSTAPHA ARIJI & ORS VS ALHAJI W. ARIJI & ANOR (2010) LPELR CA/L/452/2007.

Further, the Perpetuator of the Crime must be identified, and it is clear that the person who alleges the offence must prove that the Accused Person forged the document, which he knew to be false, and presented the said document to other Parties with the intention that it be acted upon as genuine, and also that the other Party acted on the document to his detriment. Although acting to one's detriment is not necessary to be proved once the other factors are established.

In AITUMA VS THE STATE (2007) 5 NWLR PT 1028, 466 AT 482 AT PARAS B-A AT 484 PARA B, BULKACHUWA JCA held that it was essential that the Prosecution prove the Accused Person forged the document in question. In order to make out a prima facie case, the Prosecution needs to call a Handwriting Analyst to show that the Handwriting of the Person who is alleged to have forged the document is the same as the one on the forged document where the supposed alteration or forgery was made, and furthermore, the person whose Handwriting is forged is a Material Witness. See also **ALAKE VS THE STATE (1992) 11-12 SCNJ AT 177.**

Examining the facts led during trial as to Forgery, the Defendants who alleged forgery, stated that the Font Type on the Offer of the Statutory Right of Occupancy (Exhibit A) is different from the Genuine Offer of the Statutory Right of Occupancy and therefore the Claimant has no Valid Claim to the Ownership or Title to Plot No. 413, Guzape Cadastral Zone A09.

They needed to show Beyond a Reasonable Doubt that the Documents had been forged by the Claimant and needed to clearly

identify the Perpetrator of this Crime, whether or not they were Agents of the Defendants.

The Defendants throughout the trial, failed to identify or pinpoint the Person who forged the Document, they failed to call the Maker of the Document (Mallam M.S.U. Kalgo) to state if the Signature on the Document was his, and they also failed to tender the Genuine Offer of Statutory Right of Occupancy to compare with **Exhibit A**, the Statutory Right of Occupancy before the Court. In the Case of **ADESULE VS MAYOWA S. & ORS (2011) LPELR-CA/B/EPT/80/2008**, it was held that where forgery is alleged, the Party proposing Forgery is required to present Two Sets of Results-one that is correct and the other that is false in proof of his allegation.

All these are very fundamental because it was now impossible to prove the essential elements that the perpetrator knew that the Document was forged and that it was presented with the intention that it is acted upon.

To that end, it was imperative in the Proof of Forgery for those Parties to attend Court to testify, firstly denying that they authorized the Allocation and then also by comparing their Signatures on Record and stating on Record their Positive Assertion that their Signature was forged. This was not done.

One thing was clear however, and that is that there was no allegation that it was the Claimant or its Agents who forged the document, and there was also no link established proving the Acts of the Claimant to this Crime.

Therefore, the Court holds that the Defendants failed to prove the Act of Forgery.

Moving forward, the Court will then determine the issue of Title. It is Trite Law that one of the recognised methods of establishing Title to Land is by the Production of Valid Documents, see the case of **PIARO VS TENALO (1976) 12 SC. 31 @ 37** and **NWADIKE VS IBEKWE(1987) 4 NWLR (PT.67) 718**.

The Claimant in this Suit states that his Title and Statutory Right of Occupancy over Plot No. 413 Cadastral Zone A09 within Guzape District, Abuja with File No. MISC 132609 (Old File No. MFCT/LA/MISC. 10197) is Valid and Subsisting. Basically the question before the Court is; whether the Claimant has been able to prove the Validity of its Title.

The Claimant has brought an Action against the Defendants alleging that he is the Rightful Owner of the subject matter. The Claimant who alleged this fact, has the onus to prove this fact, and the Position of the Law is clear in Civil Matters on who the Onus of Proof rests on, see the case of **DALHATU VS ATTORNEY-GENERAL, KATSINA STATE (2008) ALL FWLR (PT. 405) 1651 AT 1677 - 1678, PARA. H - B (CA)**.

It is Trite Law that one of the recognised methods of establishing Title to Land is by the Production of Valid Documents, Reference is made to the case of **PIARO VS TENALO (1976) 12**.

The Claimant rested the totality of his claim on Exhibit A, Offer of Grant of Statutory Right of Occupancy, Exhibit B, Acceptance of Offer of Grant of Statutory Right of Occupancy, Exhibit C, Acknowledgement of Re-Certification Letter, Exhibit D, Payment of Processing Fee and Exhibit E Revenue Collector's Receipt.

The Supreme Court laid down five ways of Proving Title to Land.

1. By Traditional Evidence
2. By Production of Documents of Title
3. By Acts of Person Claiming the Land such as Selling, Leasing or Renting out all or part of the Land, Possession numerous and Positive enough to warrant the Inference of Ownership
4. By Acts of Long Possession and Enjoyment of the Land
5. By Proof of Possession of Adjacent Land in circumstances rendering it probable that the Owner of such connected or adjacent land would in addition be the Owner of the Land in Dispute. Reference is made to the cases of **IDUNDU VS OKUMAGBA (1976) 9-10 SC 227 and EKPO VS ITA 11 NLR PG 68.**

SECTION 18 of the **Federal Capital Territory ACT CAP 503 LFN 1990** expressly vests the Powers to grant Statutory Rights of Occupancy over Land situate in the Federal Capital Territory on the Minister, see the case of **MADU VS MADU (2008) 6 NWLR (PT.1083)296(P.15, PARA F-G)** and thus without an allocation or grant made by the Minister there is no way any person could acquire land in the Federal Capital Territory.

The Defendants has listed the Procedure for Allocation of Plot of Land in the Federal Capital Territory Administration to consists of the following

- a). Application by filling the Land Application Form at the Lands Registry accompanied by the required Documents
- b) Pursuant to (a) above, the Director Lands, Federal Capital Territory (FCT) and the Land Use and Allocation Committee shortlist names of Applicants alongside identified Plots of Land proposed for allocation to the Shortlisted Applicants
- (c) The Shortlisted names and Plots proposed are submitted to the Honourable Minister Federal Capital Territory for Approval

(d) Upon Receipt of the List in (c) above containing Names of Short listed Applicants and the Identified and available Plots, the Honourable Minister exercises his discretion by either Approving or Refusing the entire Proposal.

(e) The Honourable Minister appends his Signature on the Document, given rise to a Ministerial Approval.

(f) When a Proposal is approved by the Honourable Minister, the List is then sent back to the Director Lands for Issuance of Letters of Allocation of a Statutory Right of Occupancy to the successful Applicants.

DW1 argued that there is no Ministerial Approval and there is no Record of the Claimant in the Land Register.

Now, the Court has noted the Procedure for Allocation of Plot of Land in the Federal Capital Territory Administration given by the Defendants.

The Court has also noted the Documents tendered by the Claimant and notes that though there is Land Application Form tendered before the Court, **Exhibit D** which is Headed the “Ministry of Federal Capital Territory” dated the 7th of September 1993 at Lines 2 and 3 states “Please note that your Application is being Processed and you will be communicated in due course. Thanks for the Interest shown towards the development of the Federal Capital Territory”.

From this alone, it can be deduced that there was an Application before the Defendants by the Claimant, which was being processed. Also, from **Exhibit B**, the Acceptance of Offer Letter it is shown that the Claimant accepted the Offer of Grant of the Right of Occupancy and there is evidence of payment for Processing Fees. It can also be seen that the Claimant referred to a **Reference No: MFCT/LA/MISC.10197 OF THE 17TH DAY OF MAY 2001**, which no doubt evidences a line of communication between the Ministry of lands and the Claimant. The Defendants did not deny this fact.

Further, reference is made to **Exhibits D**, a Letter Head paper of the Ministry of Federal Capital Territory dated the 7th day of September 1993 and **Exhibit E**, the Revenue Collector's Receipt written out on the Federal Capital Development Authority No: 598508. There was no denial of the fact that these Exhibits emanated from the Defendants and it is clear that the Defendants acknowledged the receipt of the sum of N9, 300 (Nine Thousand Three Hundred Naira) only being the balance payment for the Processing Fee.

The Numbers on these Exhibits also tallies with **Exhibit A**, the Offer of Terms of Grant/Conveyance of Approval, which demonstrates that, the documents all relate to the same file and the same Land Allocation.

Going by the defendant's contention, it was expected that they further challenge these Exhibits, which emanated from them as being Forged also, but they did not, which of itself, is strange in the circumstances of their denial.

There is also the fact that the Listed Out Procedures in **b-f** above said to be necessary for the Allocation of a Plot of Land, have to do with the Defendants Internal Activities and Operations, and has nothing to do with the Claimant.

It is equally important to state that though Mr. John told the Court that his depositions were based on Available Records, under Cross-Examination, he never tendered any of the Records into Evidence. He had the opportunity to bring the Bunch of Schedules, Shortlisted Names of Applicants, the Address and Plots recommended for the Shortlisted Names, a Printed Copy of the Register and the Ministerial Approval List but never did. The Law is trite that where a Party has the opportunity to bring documents to help the just determination of a Case but fails to, the Party can be said to be Concealing Evidence as he feels the production of the Evidence will not be favourable to him.

The Offer of Statutory Right of Occupancy was signed by Mallam M.S.U Kalgo, the Director of Land Administration and Resettlement for the Honourable Minister and this act does not affect the Validity of the Grant, as Duties and Powers imposed upon the Minister are normally exercised under his authority by Responsible Designated Officials of the Department. See the cases of **NWOSU VS IMO STATE ENVIRONMENTAL SANITATION AUTHORITY (1999) 2 NWLR (PT 135) 688 @718-719** and **CARLTONA LIMITED VS WORKS COMMISSIONERS (1943) 2 ALL ER 560 @563**.

Based on the position of the law and the above-cited Authorities, it is apparent that the Claimants Title evidenced in **Exhibit A** is valid having been Approved by the Honourable Minister and obtained from the Defendants.

In regard to the Question of Revocation, the arguments on this point are in a Bubbler floating somewhere in the sky, with no anchor to harness the fact or validity of this reported Revocation. Revocation was discussed but there is nothing before the Court from either side of the divide evidencing the fact that there was indeed a Revocation. In the Joint Statement of Defence, there is absolutely nothing said about Revocation of the Claimants' Title to the Land in issue. The Claimant itself never tendered any evidence that it was served or that he came to the Notice of a Revocation, duly enforced under Section 28 of the Land Use Act. An Oral Communication through the medium of a Telephone Call, which was not recorded for Record Purposes is as worthless as a Deflated Balloon and has absolutely NO substance. To begin to dwell on the merits and demerits of Revocation is to waste the precious time of the Court.

The Arguments in this regard in the Respective Written Address of Counsel goes to naught and the Court will make no such Pronouncement in regard to Revocation.

Therefore, in Conclusion, the Court finds as follows: -

1) A Declaration of Court is made that the Claimant's Title and Statutory Right of Occupancy over Plot No. 413 Cadastral Zone A09 within Guzape District, Abuja with File No. MISC 132609 (old file no. MFCT /LA/MISC.10197) covered by Statutory Right of Occupancy dated the 17th day of May 2001 are valid and subsisting.

2) A Declaration is made that the Multifunctional Purpose for which the Statutory Right of Occupancy over Plot No. 413 Cadastral Zone A09 within Guzape District, Abuja with File No. MISC 132609 (old file no. MFCT /LA/MISC.10197) was granted to the Claimant is valid and subsisting based on **Exhibit A**, where the Purpose for which the Land was allocated was stated to be for Multifunctional.

3) An Order of this Court is made directing the Defendants to issue the Claimant with the Certificate of Occupancy over Plot No. 413 Cadastral Zone A09 within Guzape District, Abuja with File No. MISC 132609 (old File No MFCT/LA/MISC10197) upon the payment of the Right of Occupancy Bill by the Claimant.

4) As regards the Prayer for an Order of Perpetual Injunction restraining the Defendants whether by himself, Agents, or Privies from revoking and or expropriating or in any manner however interfering with the Rights, Title of the Claimant or possession by the Claimant or altering the Multifunctional Land use and or purpose for which the Statutory Right of Occupancy over Plot No. 413 Cadastral Zone A09 within Guzape District, Abuja with File No. MISC 132609 (old File No. MFCT /LA/MISC.10197) was granted, the

Court can only hold that this Prayer is premature as there is no evidence whatsoever of a Revocation by the Minister in respect of this Plot of Land.

In any event, the Order of this Court in (3) above, mandating the Defendants to issue the Claimant with a Certificate of Occupancy has vested the Right of the Claimant to the Subject Matter of this Suit.

5) As regards the Claim for the Sum of N300, 000, 000.00 (Three Hundred Million Naira) only as General and Exemplary damages against the Defendants, it is clear that General Damages are Damages, which the Law implies in every breach and in every violation of a Legal Right. It is the loss that flows naturally from the defendant's act and its quantum need not be pleaded or proved as law generally presumes it. The manner in which General Damages is quantified is by relying on what would be the Opinion and Judgment of a Reasonable Person in the Circumstances of the Case. See **NDINWA VS IGBINEDION (2001) 5 NWLR (PT. 705) 140 AT 150; OSUJI VS ISIOCHA (1989) 3 NWLR (PT.111) 633; ODULAJA VS HADDAD (1973) 11 SC 357; OMONUWA VS WAHABI (1976) 4 SC 37; LAR VS.STIRBUG ASTALDI LTD. (1977) 11 - 12 SC AND ACME BUILDERS LTD VS KADUNA STATE WATER BOARD (1999) 2 NWLR (PT.590) 288." PER OMOKRI, J.C.A. (P 28, PARAS E-A).**

In this instant Case, the damage was threatened but has not yet materialized. There is nothing before the Court to evince Revocation and therefore, apart from the fear of imminent revocation, there is nothing more. For this fear alone, the Court will award damages of N2, 000, 000 (Two Million Naira Only).

In Conclusion, Judgment of this Court is essentially in favour of the Plaintiff.

HON. JUSTICE A.A.I. BANJOKO

JUDGE