

**IN THE HIGH COURT OF FEDERAL CAPITAL TERRITORY  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT JABI  
BEFORE HIS LORDSHIP, HON. JUSTICE A.A.I BANJOKO-JUDGE  
DELIVERED ON THE 17<sup>TH</sup> DAY OF JUNE 2019  
SUIT NO. FCT/HC/CV/4069/2012**

**BETWEEN:**

**B.M. ONUOHA AND SONS NIGERIA LTD**

**(Suing through her Attorney**

**Chief Donatus Oguejiofor) ..... CLAIMANTS**

**AND**

**1. HON. MINISTER OF THE F.C.T**

**2. MUBARAK MULTI-PURPOSE**

**BUILDING & CIVIL ENGINEERING/**

**ESTATE DEVELOPERS LIMITED..... DEFENDANTS**

**V. T. UGOCHUKWU ESQ. FOR THE PLAINTIFFS**

**C. J. OLIABI FOR THE 1<sup>ST</sup> DEFENDANT,**

**2<sup>ND</sup> DEFENDANT WAS UNREPRESENTED**

**JUDGMENT**

By way of an Amended Writ of Summons dated and filed on the 15<sup>th</sup> of October 2012, the Claimant is praying this Court for the following Reliefs: -

1. A Declaration that the Statutory Right of Occupancy granted to the Plaintiff by the 1<sup>st</sup> Defendant over Plot 538, Cadastral Zone B14, Dutse District, Abuja measuring about 4.8 Hectares through a Letter of Offer of Terms of Grant/Conveyance of Approval dated the 17/11/2001 with Right of Occupancy No. MFCT/LA/MISC 19998 has no legal impediment.

2. A Declaration that the Subsequent Re-Allocation of Plot 538, Cadastral Zone B14, Dutse District, Abuja to the 2<sup>nd</sup> Defendant is unlawful, irregular, fraudulent, unconstitutional, null and void, and of no effect whatsoever.
3. An Order setting aside any purported withdraw and/or re-allocation, lease, sale, assignment, dealing on, acquisition, annexation of Plot 538, Cadastral Zone B14, Dutse District, Abuja by the Defendants unilaterally.
4. An Order of the Court nullifying, rescinding and setting aside the Statutory Right of Occupancy granted to the 2<sup>nd</sup> Defendant over Plot 538, Cadastral Zone B14, Dutse District, Abuja by the 1<sup>st</sup> Defendant on 19/12/2011, the 2<sup>nd</sup> Defendant having already allocated same to the Plaintiff.
5. An Order of Court directing the 1<sup>st</sup> Defendant whether by herself or through her agents, Abuja Geographic Information System (AGIS) and the Federal Capital Development Authority or howsoever styled to issue the Plaintiff with the Certificate of Occupancy of Plot 538, Cadastral Zone B14, Dutse District, Abuja
6. An Order of Court directing the 1<sup>st</sup> Defendant whether by herself or through her agent howsoever known to lift the hold placed on the Plaintiff's file in respect of Plot 538, Cadastral Zone B14, Dutse District, Abuja.
7. An Order of Perpetual Injunction restraining the Defendants whether by themselves, agents, privies or servant, cronies, followers or howsoever know from trespassing into or do any acts capable of affecting the lawful and subsisting interest of the Plaintiff over Plot 538, Cadastral Zone B14, Dutse District, Abuja
8. General Damages of N10, 000, 000.00 (Ten Million Naira) against the Defendants
9. The Cost of this Suit.

The Claimant filed his Statement of Claim dated the 15<sup>th</sup> of October 2012, Witness Statement on Oath, List of Witnesses, List of Documents and accompanying Documents in support of the Writ.

Subsequently, the 1<sup>st</sup> Defendant brought an Application to join a 2<sup>nd</sup> Defendant, Mubarak Multi-Purpose Building & Civil Engineering/Estate Developers Limited, which was granted by the Court.

Thereafter, the Claimants filed a Further Witness Statement on Oath dated and filed on the 21<sup>st</sup> of January 2013.

The 1<sup>st</sup> Defendant then filed their Statement of Defence and Witness Statement via a Motion on Notice dated the 17<sup>th</sup> of January 2013.

The Claimant in turn filed a Reply to the 1<sup>st</sup> Defendant's Statement of Defence and an Exhibit dated the 21<sup>st</sup> of January 2013.

The 2<sup>nd</sup> Defendant, despite being in receipt of the Amended Writ of Summons on the 14<sup>th</sup> of November 2012, failed to enter an appearance, or file a Defence, after being given several opportunities.

At the Trial, both the Claimant and the 1<sup>st</sup> Defendant called Sole Witnesses, but the 2<sup>nd</sup> Defendant failed to call any Witnesses or Cross-Examine the Claimant's Witness.

### **SUMMARY OF THE CASE: -**

The Claimants in this Suit, a Company stated that they applied to the 1<sup>st</sup> Defendant on the 26<sup>th</sup> of March 2001 for Land Acquisition. They completed the Application Form, paid the Sum of Fifty-Two Thousand Naira (N52, 000.00) and the 1<sup>st</sup> Defendant granted the Claimant Plot 538, Cadastral Zone B14, Dutse District, Abuja measuring about 4.8 Hectares, via a Letter of Offer of Terms of Grant dated the 17<sup>th</sup> of November 2001.

Upon receipt of the Offer, the Claimants accepted the Offer by filling an Acceptance Form titled “Acceptance of Offer of Grant of Right of Occupancy within the Federal Capital Territory, Abuja” given to it by the Defendant, and further requested to know if they could commence a Design for their Approval to build on the Plot, but they were informed by the Department of Development Control that Infrastructure was yet to be put in place at the Dutse District.

Based on the 1<sup>st</sup> Defendant’s Call for the Re-Certification, the Claimants paid the Sum of One Hundred and Fifty Thousand Naira (N150, 000.00) to the Abuja Geographic Information System on the 14<sup>th</sup> of November 2008, for the Re-Certification/Re-Issuance of its Certificate of Occupancy, after they had submitted the Original Copy of the Offer of Terms of Grant Conveyance of Approval, and they were issued a Revenue Collectors Receipt on the same date. Upon receipt of their Document, they were issued with a Re-Certification and Re-Issuance of C-of-O Acknowledgment dated the 10<sup>th</sup> of October 2008.

Thereafter, in 2012 the Claimant instructed her Agent to check whether the new Certificate of Occupancy was ready for collection, but was informed that its Allocation lacked Ministerial Approval, and that her Documents were forged.

It is the Claimants claim that the 1<sup>st</sup> Defendant and her Agents want to illegally deprive it of its Property, and that since 2001 they did not inform them of the absence of a Ministerial Approval for the Allocation. Rather, they accepted her Application for Land, granted her an Offer Letter, collected their Acceptance Form and issued them with an Acknowledgment for a Re-Issuance of a new Right of Occupancy without mentioning any Problem the Ministerial Approval.

Further, the Plaintiff claims that the 1<sup>st</sup> Defendant published in the Nation Newspaper on the 14<sup>th</sup> of October 2009 and the 5<sup>th</sup> of

February 2010, as well as on the Website of the Abuja Geographic Information System, a List of all forged and fake Title Documents in the FCT, and the Plot in Issue was not one of them. Also, when this cause of action arose the Plaintiff approached the 1<sup>st</sup> Defendant to issue him a Certified True Copy of the Right of Occupancy, which was earlier submitted, but the 1<sup>st</sup> Defendant failed, neglected and refused to issue same to the Plaintiff.

**IN RESPONSE**, the 1<sup>st</sup> Defendant denied allocating Plot 538 Cadastral Zone B14, Dutse District, Abuja to the Plaintiff, and he or his Agents never issued the purported Right of Occupancy. Further, that the 1<sup>st</sup> Defendant would not grant the said Plot to the Plaintiff as he is not a Legal Entity capable of acquiring Property or holding Title, nor were they a duly Registered Company having an RC Number. Therefore, since the Plaintiff lacked Legal Personality, it was not possible that he could donate a Power of Attorney over the said Plot.

According to the 1<sup>st</sup> Defendant, the Plaintiff failed to adduce evidence to prove that he applied for Land through the laid down Procedure, rather all the Plaintiff did was show that he applied for Land and paid the Processing fee.

Further, that the Procedure for Genuine Land Allocation within the F.C.T is that upon submission of an Application Form, Payment of the Prescribed Fees, a File would be opened for the Application, a File Number would be issued and an Acknowledgment Letter would be given to the Applicant. Then, the Land Use Allocation Committee would compile a Schedule of Plots recommended for Qualified Applicants, and this would then be forwarded to the Director of Lands, through the Permanent Secretary, and then to the 1<sup>st</sup> Defendant for Approval. Upon granting the Approval, which is the 'Ministerial Approval', a Right of Occupancy is issued, and no Plot is

ever allocated without a Ministerial Approval. In this instance, the Plaintiff's allocation lacked any Ministerial Approval for the Plot.

In further response, the 1<sup>st</sup> Defendant claimed that as at the 17<sup>th</sup> of November 2001, the date of the purported allocation to the Plaintiff, there was no File No. MISC 19998 issued. The File No. MISC 19998 was actually issued on the 4<sup>th</sup> of April 2002 to Solid State Network Limited, another Company.

The 1<sup>st</sup> Defendant highlighted the fact that a File Number is issued before a Plot can be allocated. When a File was assigned a File Number, the allocation would be to the File Number, and not to a different File Number, as in the Plaintiff's Claim. Further, Plot 538 Cadastral Zone B14, Dutse District, Abuja belongs to File No. MISC 114508, and it was allocated on the 19<sup>th</sup> of December 2011 to the 2<sup>nd</sup> Defendant, a duly Registered Company. The 1<sup>st</sup> Defendant denied ever granting the Plaintiff Title over Plot 538 Cadastral Zone B14, Dutse District, Abuja or any Plot whatsoever, and therefore maintained the position that the Plaintiff was not granted a Right of Occupancy.

The 1<sup>st</sup> Defendant also denied having any communication with the Plaintiff or any of his Agents in regard to the said plot. He claimed the Plaintiff had no Title to submit for Recertification, and Proof of Submission for Recertification, or a Collectors Receipt is certainly not conclusive proof of valid Title, as stated at the foot of the Acknowledgment Letter. The 1<sup>st</sup> Defendant further denied that any communication transpired between the Plaintiff and the AGIS in April 2012, and neither he nor his Agents were being malicious toward the Plaintiff, adding further that Plots are not issued immediately after Applications, as there are certain Procedures to be followed.

Therefore, the 1<sup>st</sup> Defendant prayed the Court to dismiss the Plaintiffs Claims as it lacks merit in its entirety.

**IN REPLY**, the Plaintiff maintained that he owns Plot 538 Cadastral Zone B14, Dutse District, Abuja, and is a Legal Entity duly incorporated with the Corporate Affairs Commission. The Plaintiff further maintained that he applied for Land in accordance with the Procedures of the FCT, and whatever happened thereafter are matters within the Personal Knowledge of the 1<sup>st</sup> Defendant, and the Ministerial Approval is an Administrative Matter.

It is the Plaintiff's claim that the 1<sup>st</sup> Defendant re-allocated the Plot to the 2<sup>nd</sup> Defendant after he had allocated same to the Plaintiff, and that the disputed File No. MISC 19998 was issued to the Plaintiff by the 1<sup>st</sup> Defendant.

Therefore, the Plaintiff urged the Court to dismiss the 1<sup>st</sup> Defendant's Defence and enter Judgment in favor of the Plaintiff's Claim.

**AT THE TRIAL**, the Parties both called Sole Witnesses in support of their Claims.

On the 13<sup>th</sup> of June 2013, the **PLAINTIFF'S WITNESS**, Chief Donatus Oguejiofor testified in support of the Plaintiff's Claim and adopted his Witness Statement and Further Witness Statement on Oath, and tendered the following the Documents into Evidence: -

1. Land Application Form and Receipt dated the 26<sup>th</sup> of March 2011 admitted as **Exhibit A**.
2. Letter of Offer of Terms dated the 12<sup>th</sup> of November 2001 admitted as **Exhibit B**
3. Acceptance of Letter of Grant dated the 20<sup>th</sup> of November 2001 admitted as **Exhibit C**
4. Revenues Collectors Receipt and Spring Bank Cheque admitted as **Exhibit D**

5. Acknowledgment of Re-Certification Letter admitted as **Exhibit E**
6. Certificate of Incorporation admitted as **Exhibit G**
7. Newspaper Publication admitted as **Exhibit F1 and F2**
8. Power of Attorney admitted as **Exhibit H**

Under **CROSS-EXAMINATION**, Chief Donatus testified that he is familiar with the Directors of the Plaintiff; and they are Bartholomew Chinwendu Onuoha and Bartholomew Harry Onuoha. He was not the one who made the Application for the said Plot for the Plaintiff, but he is familiar with the Land Application Process in the FCT. When asked the date the Plaintiff made the Land Application, he answered that he did not have the date at hand, but that he signed the Acceptance Letter on behalf of the Plaintiff Company.

He stated that the Plaintiff granted the Power of Attorney within the Last year from the date of his Testimony, and he met with the Directors who issued the Power of Attorney.

The Witness was referred to Paragraph 8 of his Witness Statement on Oath, wherein he stated that the Plaintiff requested to know if she could commence the Building Designs from the Development Control, and he answered that the Communication was Oral because he went to Enugu.

He was further referred to Paragraphs 9 and 10 of his Witness Statement on Oath, that the Plaintiff complied with the Re-Certification Process conducted by the AGIS, and he answered that he was not responsible for the submission of Documents for the Re-Certification Process.

He was shown **Exhibit E**, the AGIS Re-Certification Acknowledgment and his Witness Statement, and Chief Donatus confirmed the Two Signatures were his.

Further, Chief Donatus agreed with Learned Counsel to the 1<sup>st</sup> Defendant that he had no Document to evidence a Ministerial Approval or a Refusal by the 1<sup>st</sup> Defendant of the Application to issue the Plaintiff a Certified True Copy of the Right of Occupancy.

Chief Donatus was made to read out the Disclaimer at the Foot of **Exhibit E**, the Re-Certification and Re-Issuance of C-OF-O Acknowledgment, and he stated that he does not know whether the Plaintiff had been granted a Certificate of Occupancy.

**No Re-Examination** was done for this Witness.

On this note the **Plaintiff closed his Case**.

On the 5<sup>th</sup> of June 2014 **THE 1<sup>ST</sup> DEFENDANT opened his Case**, Mr. John Eraboh testified in support of the 1<sup>st</sup> Defendant's Defence. He stated that he is a Principal Town Planner Officer in the Department of Lands Administration of the FCT, and he adopted his Witness Statement on Oath as his Evidence in Chief. He tendered the following Documents into Evidence: -

1. Offer of Statutory Right of Occupancy to the 2<sup>nd</sup> Defendant dated the 19<sup>th</sup> of December 2011 admitted as **Exhibit I**
2. Letter of Acceptance by the 2<sup>nd</sup> Defendant admitted as **Exhibit J**
3. Revenue Treasury Receipt admitted as **Exhibit K**
4. List for Land Application admitted as **Exhibit L**

Under **CROSS-EXAMINATION** Mr. John testified that based on the Information received from his Counsel, the Plaintiff is not a Registered Company, and that they have no Power of Attorney in the 1<sup>st</sup> Defendant's Records. He stated that the 2<sup>nd</sup> Defendant is a Registered Company, which is a pre-requisite to Land Application in

the FCT, and he had Documents to prove this, but they were not with him in Court.

He further testified that he joined the Service in 2003, and in the year 2001 he was in Lagos. However, there are existing Records from which he would know if the Plaintiff submitted an Application for Land, but there is no Record of the Plaintiff's Application, which is why the 1<sup>st</sup> Defendant maintains that he never submitted one.

He denied being a Member of the Lands Allocation Committee, but stated that he works in the Department of Land Administration, and not the Office that receives Land Applications.

When asked if a Ministerial Approval was part of the Documents issued for Land in the FCT, and he answered in the negative, that it is an Internal Administrative activity of the 1<sup>st</sup> Defendant.

When asked in regard to Solid State Network Limited's Allocation, he answered that there is a Printout of the Land Allocation Register, but he did not have the File with him in Court.

When asked about the whereabouts of Mallam M.S.U Kalgo, the former Director of the Department of Lands Administration, he answered that he did not know where he was at the time, and he never worked under him.

Mr. John was shown **Exhibit B**, which was signed by M.S.U Kalgo with the suggestion that it is not a Genuine Letter of Offer, and he answered that he is not a Forensic Expert. He explained that he is part of the Ministerial Committee on Forgery and Falsification of Land Titles in the FCT and by reason of their Assignment; he has come across Genuine and Non-Genuine Offers. When asked, this Witness could not say whether or not Kalgo purportedly signed the Letter of Offer or not.

No **Re-Examination** was done for this Witness.

On this Note the **1<sup>st</sup> Defendant closed their case.**

After several Opportunities given to the 2<sup>nd</sup> Defendant on the 9<sup>th</sup> of October 2014 and the 27<sup>th</sup> of November 2014, **the 2<sup>nd</sup> Defendant was foreclosed** from Defence on the 10<sup>th</sup> of March 2015, and the Parties were ordered to file their Final Addresses.

The **1<sup>st</sup> Defendant filed his Final Written Address** via a Motion on Notice dated the 16<sup>th</sup> of November 2015, and in his Final Address after setting out his Summary of Fact **formulated Four Issues for Determination**, and they are: -

1. Whether Land can be allocated to any Person in the Federal Capital Territory without the due Approval and Authorization of the 1<sup>st</sup> Defendant
2. Whether the Issuance of Land Title Documents to the Plaintiff by Purported Agents of the Defendants could cure the effect of a forged Ministerial Approval
3. Whether the Equitable Doctrine of Estoppel can avail the beneficiary of a Crime
4. Whether the Plaintiff has proved her Case to entitle it to the Reliefs claimed.

The **Plaintiff in turn filed his Final Written Address** on the 16<sup>th</sup> of November 2015 dated same, after setting out the Facts of the Case **formulated Four Issues for Determination** also, and they are: -

1. Whether the Plaintiff has shown that her Root of Title of the Plot 538 Cadastral Zone B14, Dutse District, Abuja was validly acquired/granted by the 1<sup>st</sup> Defendant
2. Whether from the Pleadings and the evidence led, the 1<sup>st</sup> Defendant led any shred of evidence to satisfy “Strict Proof” as required in Civil Cases of the Facts and Particulars of Forgery that the Plaintiff’s Offer of Grant/Conveyance of Approval is forged.

3. Whether the Document called the “Ministerial Approval” is not a Document strictly within the knowledge of the 1<sup>st</sup> Defendant and if that is the Case whether the Plaintiff can lose her Grant to Title in Plot 538 Cadastral Zone B14, Dutse District, Abuja for what he knows not
4. Whether the Plaintiff has proved its case by documentary evidence to be entitled to the claims made.

All Arguments of Counsel across the divide are duly noted on the Record.

After a careful consideration the Court finds only Two Issues for determination, namely: -

1. Whether the Claimant has proved its Ownership and Title to Plot 538 Cadastral Zone B14, Dutse District, Abuja to entitle it to the Reliefs sought.
2. Whether the 1<sup>st</sup> Defendant proved its allegation of Forgery against the Claimant.

It is trite from the tenets of **Section 131(1) of the Evidence Act** that the Legal or General Burden of Proof is fixed. Thus, any Party alleging any specific fact is duty bound to prove that fact, and if he fails to prove it, the issue flowing from that fact may be resolved against him. This is Elementary Law.

In Claims for Declaratory Reliefs, the Courts have consistently refused to enter Judgment for the Claimant merely on the Defendant’s Failure to file Pleadings in answer to the Claim, or owing to Failure to deny Specific facts alleged in the Originating Process. In these circumstances, the Claimant must succeed on the Strength of his Case, and not on the weakness of his adversary’s case or defense. See the following Cases, **OLOKUNLADE VS. SAMUEL (2011) 17 NWLR (PT 1276) 290 (CA); AKINYELE VS AFRIBANK PLC (2005) 17 NWLR (PT 955) 504 (CA); OLADIPO VS M.L.G.A (2010) 5 NWLR (PT 1186) 117 (CA).**

The Claimant has submitted before this Court in Proof of his claim to Title, a Land Application Form dated the 26<sup>th</sup> of March 2001, admitted as **Exhibit A** with File No. MISC/19998, which indicated in it that the Ministry of the Federal Capital Territory acknowledged a duly completed Application Form and asked him to provide certain Documentation.

The Next Document he provided before the Court is **Exhibit B**, an Offer Letter dated the 17<sup>th</sup> of November 2001, which is approximately Eight Months after the Application Letter was made, and in it, it is an Offer of Terms of Grant that states a Plot of about 4.8 Hectares (Plot. No. 538) within Dutse District B14, and it was signed on behalf of the Minister by Mallam Kalgo, and is a Commercial Plot.

Further, in it, it had Conditions added which stated that within 2 years from the date of Commencement, that is, by the year November 2003, he was to erect Buildings on that Land, and he was not to erect them without the Approval of the Department of Development Control, and further, he was also not to alienate it.

Aside of this, the Claimant has tendered an Acceptance Letter dated the 20<sup>th</sup> of November 2001, admitted as **Exhibit C**, dated Three Days after the Offer of Terms of Grant. The Court notes that a Representative of the Claimant, M.B. Onuoha, on behalf of B.M. Onuoha and Sons, signed this Letter but it is **NOT** acknowledged as received by the Defendant.

Further, the Claimant had also in Proof of Title, tendered **Exhibit D**, a Spring Bank Draft dated the 14<sup>th</sup> of November 2008, issued in favor of the Abuja Geographic Information System in the Sum of One Hundred Thousand Naira (N150, 000.00), being Proof of Payment for Recertification, and **Exhibit E**, a Re-Certification Acknowledgement from the Abuja Geographic Information Systems dated the 10<sup>th</sup> of October 2008.

As regards these Documents tendered, the Court would juxtapose **Exhibits D**, the Acknowledgment of Recertification and **Exhibit E**, The Proof of Payment for Recertification, **with Exhibit F**, the AGIS Report on Forged or Fake Rights/Certificates of Occupancy, which contained a List of Void Allocations with no Proprietary Value.

The Validity of **Exhibit D and E** comes into play once there is a Proper Foundation laid that the Claimant had the Right to approach the AGIS in the very first place.

In proof of his entitlement to the Plot, the subject matter of this Action, all the Claimant has as Proof of Title are **Exhibits A, B, C, D, E and H**.

Now, from **Exhibit A**, the Land Application Form, the Claimant was asked to submit certain Documents in compliance with the Application Process, and according to him, **Exhibit B**, the Offer of Grant was reportedly granted Eight Months after, for Commercial Purposes, with File No. MISC 19998 for Plot 538 Cadastral Zone B14, Dutse District, Abuja, of about 4.8 Hectares.

To be able to hold on to any Rights to Plot 538 Cadastral Zone B14, within Dutse District, Abuja, the Claimant was required as of necessity to present the Court proof that he complied with the 1<sup>st</sup> Defendant's Procedure for Land Acquisition, and show a Recognizable Allocation from the 1<sup>st</sup> Defendant, most especially as this Allocation was strongly disputed by the 1<sup>st</sup> Defendant.

The Claimant was required to prove that he duly accepted the Offer in **Exhibit B**. He tendered into Evidence **Exhibit C**, an Acceptance of Offer of Grant dated the 20<sup>th</sup> of November 2001, signed by M.B. Onuoha, for the Claimant, and addressed to the 1<sup>st</sup> Defendant bearing File Number MFCT/LA/01/MISC/19998. It is noted that this Acceptance Letter **does not** bear an Acknowledgment Stamp of the 1<sup>st</sup> Defendant, evidencing their receipt of their Acceptance. The

Absence of this Acknowledgment Stamp leaves the field wide open for various propositions. There is a presumption that Official Documents are to be received officially, and therefore a Proper Receipt would certainly bear an Acknowledgment Stamp, as well as the Date of Receipt.

These are ALL the facts the Claimant had before the Court. It is on these Documents that he intends the Court to grant his Myriad Reliefs sought in the Statement of Claim.

The 1st Defendant would issue the Letter of Offer in **Exhibit B**, setting out certain Conditions that must be satisfied before a Certificate of Occupancy. Prominent among the Conditions, are the stipulations that there must be, within a Two Year time frame development on the Land, and Approval must be sought and obtained from the Federal Capital Development Authority before any development is undertaken.

By this Letter of Offer simpliciter, the Claimant has not adduced any Evidence whatsoever of compliance with the stated Terms and Conditions, to warrant any compulsion on the First Defendant to issue them with a Certificate of Occupancy. There is no evidence that he obtained any Building Plan Approval, and no evidence that there is a Building Structure on the Land.

According to his evidence, he was Orally informed by an Official of the Department of Development Control that there was no Infrastructure in the Area and that accounted for why there was no attempt to develop the Land.

In the very first place, the Name of the Official who gave him this Information was not provided, and neither was he produced before the Court to confirm this Communication. The Specific Office or Designated Officer is not known, the Date this Communication took place is not known, and the Reasons why it took from November 2001 to 2008, a Period of Seven Years, when he submitted for

Recertification, and till date, not to secure a Building Plan Approval, was not revealed to the Court. He needed to have shown that by November 2003, he had either Built on the Land or had obtained a Building Plan Approval from the Department of Development Control. If the Land had still remained without Infrastructure, then he ought to have produced a Letter from the 1<sup>st</sup> Defendant, formally written to that effect, being a Formal Organization/Ministry.

Now, the 1<sup>st</sup> Defendant claimed the Claimant was not a Registered Company, and in response, the Claimant proved otherwise by tendering **Exhibit G**, the Claimant's Original Certificate of Incorporation from the Corporate Affairs Commission dated the 28<sup>th</sup> of April 1994, which invariably validates the Claimant's assertion that they are a duly Incorporated Company, and so All Arguments proffered by the 1<sup>st</sup> Defendant in this regard, goes to no Issue.

The 1<sup>st</sup> Defendant also put up an Allegation of Forgery but did not specify in particular details, which of the documents they were referring to. They mouthed Forgery severally as if the repetition of word 'Forgery' would constitute Forgery. This does not happen in Law.

When Forgery is alleged, it has to be properly pleaded, the Particulars of Forgery has to be clearly set out in the Pleadings, and Evidence in proof of the said Forgery must be led.

Due to the fact that Forgery has a Criminal Connotation, whether it in a Civil or Criminal Action, the Allegor is required by Law to prove the fact of Forgery beyond reasonable doubt. He could do so through Forensic or Expert Evidence and is expected to produce the Original of what is Alleged to be Forged before the Court. It was also expected that the Disputant of any Signature be in Court to explain why his Signature was forged. These, the 1<sup>st</sup> Defendant failed to prove.

Another Issue is that the Facts as stated in **Exhibit B** run contrary to the Facts contained in the 1<sup>st</sup> Defendant's Records. It still does not prove that **Exhibit B** was forged, but only shows a likelihood that the Document did not emanate from the 1<sup>st</sup> Defendant.

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**. Forgery must be proved Beyond Reasonable Doubt and the burden rests on he who asserts. See **EYA & ANOR VS OLOPADE & ANOR (2011) LPELR S.C. 168 /2001, PER ONNOGHEN JSC**.

Therefore, on the Allegation of Forgery, the Court finds that the 1<sup>st</sup> Defendant failed to prove that the Claimant forged **Exhibit B** or any other Document.

The next question to be asked is **does the Claimant have any Legal Title to Plot 538 Cadastral Zone B14, Dutse District, Abuja?**

The 1<sup>st</sup> Defendant had explained that they did not allocate Plot 538 Cadastral Zone B14, Dutse District, Abuja to the Claimant, and neither did they ever allocate any other Plot whatsoever to them.

To justify this assertion, they have stated that in their Records, File No. MISC 19998 belongs to Solid State Network Limited, which was first opened on the 4<sup>th</sup> of April 2002, and no Plot of Land has been allotted to this particular File Number.

Then, Plot 538 Cadastral Zone B14, Dutse District, Abuja, being claimed by the Claimant, from their Records is assigned to File No. MISC 114508, which belongs to Mubarak Multi-Purpose Building & Civil Engineering/Estate Developers Limited, and was allotted on the 19<sup>th</sup> of December 2011 for 1.86 Hectares.

It is clear from the facts presented by the 1<sup>st</sup> Defendant that the File Number, Plot Size and Plot Allocation and Number do not tally with that alleged by the Claimant to have been allocated to him. The Claimant's facts and figures do not tally with the Official Records of the 1<sup>st</sup> Defendant and is alien to them.

It is trite that it only the Minister of the Federal Capital Territory that has the Sole Power, Authority as well as Responsibility to confer Legal Title on anyone, whether Individual or Corporate in the Federal Capital Territory. Therefore, as Custodian of all Land, his Record is the only Legitimate Record the Court can rely on to ascertain Lawful Ownership.

**Now, by virtue of Sections 1(3) and 18 of the Federal Capital Territory Act, as well as Section 297 of the 1999 Constitution, and the Decided Case Law Authorities of MICAH & ORS V. HON. MINISTER OF THE FCT & ANOR (2018) LPELR-44917 (CA) PER ABOKI, J.C.A. (PP. 14-16, PARAS. E-D), all lands in the Federal Capital Territory Abuja belong to the Federal Government of Nigeria, who has vested the Power and Control of such Lands on the Minister of the Federal Capital Territory, who in the exercise of his powers and functions acts in the capacity of a Governor within the purview of the LAND USE ACT, CAP 202 LFN 1990 which includes the Powers of Grant and Revocation under S.5&28 of the LAND USE ACT.**

Therefore, as earlier stated, the only Recognizable Authority on Land Acquisition in the Federal Capital Territory is the Honorable Minister.

From the Claimant's facts there was no meeting point whatsoever with the 1<sup>st</sup> Defendant's facts and Records. The File Number claimed by them belongs to Solid State Network Limited, whilst the Plot Number they cling to, belongs to Mubarak Multi-Purpose Building & Civil Engineering/Estate Developers Limited. If there was even the

probability of a mistake in one regard, the chances of a mistake in both regards, is next to none.

Further, the 1<sup>st</sup> Defendant also tendered **Exhibit F, an AGIS Report on Forged and Fake Right/Certificates of Occupancy**, wherein they listed Names of Corrupt Titles, upon which the Claimant seeks to anchor his Argument that Plot 538 Cadastral Zone B14, Dutse District, Abuja, with File No. MISC 19998 or B.M. Onuoha was not listed or published.

This at best is a laughable argument, because the fact that it was not published in the first place does not mean that it was authentic. It could have been an oversight, or a million other issues. Or perhaps it may not have even been identified that the said Plot was in contention because the File Number the Claimant provided belongs to another Company, whilst the Plot in question belonged to yet another Company.

It is the case that there was nowhere in the Records of the 1<sup>st</sup> Defendant that the Name 'B.M. Onuoha' was related to a 'File No. MISC 19998' or a 'Plot 538 Cadastral Zone B14, Dutse District, Abuja' for there to be a publication of the Plot as Fake in the first place. It would not have been detected as a Fraud because there were different parties with different Plots, Different File Numbers and Different Plot Size. There was a 99% chance that this contention would not have been reflected, because the AGIS Report had Columns for Old File Number, New File Number, Names, Plot Size and all, which would not be able to reflect facts of this Case, where the Names, File Numbers, Plot Size and Plot Allocations simultaneously differ.

Besides, the File Number was Legitimate, the Plot Number was also legitimate, and by their Records, legitimately assigned to Legitimate Parties, so there would have been absolutely no reason to publish

the Plot as Fake. The 1<sup>st</sup> Defendant could have faced potential Legal Action from these Parties.

The Claimant had stated that the 1<sup>st</sup> Defendant did not engage in any Communication with them in regard to the absence of Ministerial Approval, but from the above facts, the 1<sup>st</sup> Defendant owed them zero communication, since they were unknown to the 1<sup>st</sup> Defendant. There was no nexus and no premise for the 1<sup>st</sup> Defendant to communicate with the Claimant in the first place.

The 1<sup>st</sup> Defendant had earlier stated that there are Laid Down Procedures governing the Genuine Acquisition of Land within the FCT, and has stated them as follows: -

- a. Upon the Submission of an Application Form and Payment of the Prescribed Fees a File would be opened for the Application and a File Number would be issued and an Acknowledgment Letter would be given to the Applicant.
- b. Then, the Land Use Allocation Committee (LUAC) will compile a Schedule of Plots recommended for Qualified Applicants, which would then be forwarded by the Director of Lands through the Permanent Secretary to the 1<sup>st</sup> Defendant for Approval.
- c. Upon the grant of an Approval by the 1<sup>st</sup> Defendant, which is known as a Ministerial Approval, a Right of Occupancy is then issued. No Plot is ever allocated without a Ministerial Approval for it.

Going by this Procedure, the Claimant has not established a Legal Right to the Subject Matter before the Court.

As regards Recertification, he has no Title, no Valid Document to submit to be recertified, as he does not have any.

Finally, turning to the Question of Recertification, the Claimant further asserted that he complied with the call for Recertification, and he did all that was expected of him to do by

paying the prescribed fees and an acknowledgement was issued by AGIS.

However, the Acknowledgement in **Exhibit E** carried a Weighty Disclaimer at the foot of the Document which states '***this acknowledgement does not in any way validate the authenticity of the documents described above. All documents are subject to further verification for authenticity.***'

From this Disclaimer, it can be deduced that an acceptance of Payment by the AGIS for Recertification is not Proof that the Documents they received are Genuine. To all intents and purposes, **Exhibit E** can only be validated if, and only if, the Documents received by the AGIS are Authentic in the first place. Therefore, the Acknowledgment by AGIS does not stand as Proof of Title to the Plot.

**Mohammed JSC (RTD)** reiterated the position in the Case of **AYANRU VS MANDILAS LIMITED (2007) 10 NWLR (PT 1043) 462 (SC)**, on the requirement of the Law regarding the Onus of Proof placed on a Party claiming Declaratory Reliefs. His Lordship noted that a Relief of Declaration, whether of Title to Land or not, is not established by an Admission by the Defendant, because the Plaintiff must satisfy the Court by Cogent and Credible Evidence called by him to prove that as a Claimant, he is entitled to the Declaratory Reliefs. It is the Law that a Court of Law does not grant Declarations on Admissions of Parties, because the Court must be satisfied that the Plaintiff on the strength of his own Evidence, is entitled to the Reliefs claimed, and he made reference to the following Cases of **DAVID FABUNMI VS ABIGAIL ADE AGBE (1985) 1 NWLR (PT. 2) 299 AT 318; KODILINYE VS ODU (1935) 2 WACA 336; and WOLUCHEM VS GUDI (1981) 5 SC 291.**

As far as the Court is concerned, the Claimant has not climbed the first rung of the Ladder to show that a File in his Name was opened,

and that he was assigned a File Number, because what he claims was assigned does not tally with the Records of Assigning Authority.

The Claimant is asking this Court to pronounce him as the Owner the Plot in issue and is asking the Court to compel the 1<sup>st</sup> Defendant to issue him a Certificate of Occupancy, when as a matter of fact, he has failed to prove Ownership. The Claimant cannot place something on nothing and expect it to stand. Having failed to prove his Right/Ownership to the Land, he certainly has no Powers to give to another a Power of Attorney on the said Plot. The Claimant cannot give what he does not have.

Assuming the Claimant had presented the Court with Proof of Valid Title to the said Plot in 2001, the Claimant has admitted through his Pleadings that he is yet to comply with the Condition to erect a Structure upon the Land within Two Years of the Offer of the Grant.

Therefore, how then would the Court be made to compel the 1<sup>st</sup> Defendant to issue the Claimant a Certificate of Occupancy, when even the Claimant has admitted to being in default of the Offer through the non-erection of structures on the property.

It is a trite Principle of Law that the Plaintiff is to prove his Case and not for the Defendant to disprove the Plaintiff's Claim, and where the Plaintiff on his own Evidence has failed to prove his Claim for Declaration, his Claim must be dismissed. See the Case of **AGBANA VS OWA (2004) 13 NWLR (PT 888) 1 AT 17**

Therefore, the Court is satisfied that the Claimant failed to prove his entitlements to the reliefs sought and his case fails in its entirety.

As regards the 2<sup>nd</sup> Defendant, the Court can see that the 1<sup>st</sup> Defendant has acknowledged that he gave the 2<sup>nd</sup> Defendant Plot 538 Cadastral Zone B14, Dutse District, Abuja, with Size 1.8 Hectares with File No. MISC 114508 in 2012, which is a short cry from 4.5 Hectares. The 2<sup>nd</sup> Defendant from **Exhibit J**, the Letter of Acceptance dated the 3<sup>rd</sup> of February 2012 accepted the Allocation, and the

1<sup>st</sup> Defendant acknowledges this fact. The Acceptance Letter Document emanated from the 1<sup>st</sup> Defendants Record, and the Court is satisfied that the 1<sup>st</sup> Defendant has proved the Land belongs to the 2<sup>nd</sup> Defendant.

In Summary, No Declaration of Court is made that the Statutory Right of Occupancy granted to the Plaintiff by the 1<sup>st</sup> Defendant over Plot 538, Cadastral Zone B14, Dutse District, Abuja measuring about 4.8 Hectares through a Letter of Offer of Terms of Grant/Conveyance of Approval dated the 17/11/2001 with Right of Occupancy No. MFCT/LA/MISC 19998 has no legal impediment.

No Declaration is made that the Subsequent Re-Allocation of Plot 538, Cadastral Zone B14, Dutse District, Abuja to the 2<sup>nd</sup> Defendant is unlawful, irregular, fraudulent, unconstitutional, null and void, and of no effect whatsoever.

No Order is made setting aside any purported withdraw and/or re-allocation, lease, sale, assignment, dealing on, acquisition, annexation of Plot 538, Cadastral Zone B14, Dutse District, Abuja by the Defendants unilaterally.

No Order of the Court is made nullifying, rescinding and setting aside the Statutory Right of Occupancy granted to the 2<sup>nd</sup> Defendant over Plot 538, Cadastral Zone B14, Dutse District, Abuja by the 1<sup>st</sup> Defendant on 19/12/2011, the 2<sup>nd</sup> Defendant having already allocated same to the Plaintiff.

No Order of Court is made directing the 1<sup>st</sup> Defendant whether by herself or through her agents, Abuja Geographic Information System (AGIS) and the Federal Capital Development Authority or howsoever styled to issue the Plaintiff with the Certificate of Occupancy of Plot 538, Cadastral Zone B14, Dutse District, Abuja

No Order of Court is made directing the 1<sup>st</sup> Defendant whether by herself or through her agent howsoever known to lift the hold placed on the Plaintiff's file in respect of Plot 538, Cadastral Zone B14, Dutse District, Abuja.

No Order of Perpetual Injunction is made restraining the Defendants whether by themselves, agents, privies or servant, cronies, followers or howsoever know from trespassing into or do any acts capable of affecting the lawful and subsisting interest of the Plaintiff over Plot 538, Cadastral Zone B14, Dutse District, Abuja

As regards the Claim for damages, there must be a legal right and a violation of such 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 the light of the surrounding circumstances of this case, this claim for General Damages in the Sum N10, 000, 000.00 (Ten Million Naira) against the Defendants is found unmeritorious and is dismissed.

As Cost of this Action, it is trite that Costs follows events and they are usually granted to a successful party in the prosecution of his case, which by the award, are not meant to be punitive but to

compensate the party for reasonable expenses incurred. It is not meant as a bonus or as a punishment and should not be affected by sentiments. Reference is made to the decided cases of **UNION BANK OF NIGERIA LTD V. NWAOKOLO (1995) 4 SCNJ 93; 6 NWLR PART 400 PAGE 127;and HACO LTD V. DAPS BROWN (1973) 4 SC 149**. The Claimant has not justified his entitlement to Cost of this Suit and this Claim likewise fails.

Judgment is hereby delivered in favour of the 1<sup>st</sup> Defendant.

**HON. JUSTICE A.A. I BANJOKO**  
**JUDGE**