

IN THE HIGH COURT OF FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT COURT 30, NYANYA, ABUJA

SUIT NO: FCT/HC/CV/2149/18

BEFORE HIS LORDSHIP:

HON. JUSTICE MUAWIYAH BABA IDRIS

CLERK OF THE COURT: O. TOBI BLESSING

BETWEEN:

GLOBAL TRUST MULTIPURPOSE
COOPERATIVE SOCIETY LIMITED PLAINTIFF

AND

1. DR. ECHEFU BRIGHT
2. ESU DAUDA FLORENCE DEFENDANTS

8/5/19

JUDGMENT

This suit is under the undefended list procedure pursuant to Order 21 of the High Court (Civil procedure) Rules (now Order 35 2018 Civil Procedure Rules)

- a. The sum of ₦11,600,000.00 (Eleven Million, Six Hundred Thousand Naira) being the principal and interest outstanding on the loan granted to the 1st Defendant by the Plaintiff and guaranteed by the 2nd Defendant pursuant to letter of grant of credit request dated 22nd of December, 2015.
- b. 10% monthly post judgment interest on the judgment sum until the judgment sum is fully satisfied.
- c. Cost of the action.

The writ is supported by a 19 paragraph affidavit deposed to by Monday Ogedengbe. 5 exhibits are attached and marked Exhibit A-E respectively. Accordingly, the lead counsel to the Plaintiffs filed a written address.

Defendants were served with the writ of summons and hearing notice by substituted means on 28/01/19 & 30/4/19 anchored on Motion

ExparteNo.1690/18 and motion No. 2604/19.They failed orneglected to file notice of intention to defend and an affidavit disclosing a defence on the merit.

On this premise the Court can confidently rely on the averments in the affidavit in support of the writ under the undefended list and the attached exhibits thereto particularly paragraphs 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16and17 are reproduced here under.

5. That the 2nd defendant stood as guarantor to the 1st defendant and resides in Abuja within the jurisdiction of this Honourable Court.
6. That on the 22nd of December, 2015, the 1st Defendant approached the Plaintiff for a credit facility in the sum of ₦2,000,000 with a duration of one month to enable him augment his business. A copy of the credit request form is attached as **Exhibit B**.
7. That the Plaintiff duly granted the 1st defendant the credit facility upon the fulfillment of the conditions stated in the letter of grant of credit request part of which was that the 1st defendant provides a credible Guarantor. A copy of the letter granting the credit request in the sum of Two Million Naira which was accepted by the 1st Defendant dated 22nd of December, 2015 is hereto attached and marked as **Exhibit C**.
8. That the loan of N2,000,000.00 granted to the 1st Defendant was for a tenure of one month and attracts a monthly interest at the rate of 20%.
9. That the 2nd Defendant agreed to stand in for the 1st Defendant as a guarantor to the loan and consequent thereto executed a form on the 22nd of December, 2015 affirming these facts. A copy of the said form is hereto attached and marked as **Exhibit D**.
10. That the parties agreed that the repayment of the loan was to be done in the Plaintiff office at Abuja, FCT.
11. That the 1st Defendant's loan became due on the 21st of January, 2016 and the 1stDefendant defaulted in the repayment of the loan and interest that had accrued on same in accordance to the loan agreement.
12. That the Plaintiff has made all efforts to get the Defendants to defray their indebtedness to the Plaintiff as agreed but to no avail. A copy of the demand letter served on the 1st Defendant is hereto attached and marked as **Exhibit E**.

13. That the Plaintiff resorted to the 2nd Defendant being the guarantor of the loan who in turn failed to repay the facility and eventually stopped picking up calls from the Plaintiff's staff.
14. That the loan granted to the 1st Defendant and guaranteed by the 2nd Defendant attracts 20% interest which amounts to ₦400, 000.00 monthly.
15. That as a result of the total refusal of the Defendants to repay the facility and the interest that has accrued thereon since 21st January, 2016, the facility has been accumulating interest and the Defendants indebtedness now stands at **₦12, 600, 000.00** as at the 21st of March, 2018.
16. That the 1st Defendant offered his KIA RIO, 2014 model car valued at One Million Naira as part of the repayment of the loan facility bringing his indebtedness down to ₦11, 600, 000.00. A copy of the authority to sale and the transfer of ownership are attached as **Exhibits F1 & F2**.
17. That at present the sum of **₦11, 600, 000.00** is outstanding on the loan taken out by the Defendants and all attempts to get the Defendants to defray their indebtedness have been rebuffed.

It is trite, where a defendant fails to file notice of defence and an affidavit disclosing a defence on the merit judgment can be entered in favour of the Plaintiff. See the case of ***ALH. SANUSI ALIYU MARADUN vs. ALH. MALAMI TAMBUWAL (2015) LPELR - 2444(CA)***.

In conclusion, judgment is entered for the Plaintiffs as follows:

- a. The sum of ₦11,600,000.00 (Eleven Million, Six Hundred Thousand Naira) being the principal and interest outstanding on the loan granted to the 1st Defendant by the Plaintiff and guaranteed by the 2nd Defendant pursuant to letter of grant of credit request dated 22nd of December, 2015.
- b. 10% monthly post judgment interest on the judgment sum until the judgment sum is fully satisfied.
- c. Cost of the action.

HON. JUSTICE MUAWIYAH BABA IDRIS

8/5/19

APPEARANCES

STEPHEN E. UKEH Esq. for the Claimant