

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT MAITAMA COURT 4, F.C.T., ABUJA.

BEFORE HIS LORDSHIP: HON. JUSTICE O. O.GOODLUCK

SUIT NO.: FCT/HC/CV/2747/2017

B E T W E E N:

**NIGCOMSAT MULTIPURPOSE
COOPERATIVE SOCIETY LIMITED } PLAINTIFF**

AND

**1. LEKAN LANIYAN
2. NIKE BABALOLA } DEFENDANTS**

J U D G M E N T

The Plaintiff is a Cooperative Staff of the Nigerian Communications Satellite Limited which duties amongst other things is to oversee the welfare of its members and grants soft loans to them.

Sometimes in 2013 the Plaintiff is furtherance of its objectives obtained an overhead loan from the Enterprise Bank Limited as a primary/order for disbursements to its members as loan.

The 1st Defendant on May 2013 applied for a loan by an expression of interest in the sum of ₦9,000,000.00 (Nine Million Naira). The loan expression of interest form was attached as Exhibit B1 whilst Applicant's information booklet was attached as Exhibit B2 to the affidavit in support of the Writ of Summons. Following the 1st

Defendant's submission of his letter for a loan, Exhibit C dated 30th May 2013 the 1st Defendant accepted the offer vide an acceptance form dated 30th May, 2013 marked as Exhibit D. The 2nd Defendant signed as the guarantor of the loan. The interest on the loan was at the rate of 18% per annum for a duration of 48 months totaling ~~N~~3,690,000.00 (Three Million Six Hundred and Ninety Thousand Naira) and 5% vat representing the sum of ~~N~~184,500.00 (One Hundred and Eighty-Four Thousand Five Hundred Naira).

It was agreed that the loan will span over a period of 48 months, maturing on the 31st May, 2017.

The 1st Defendant however defaulted payment of the monthly repayment in December 2015, 1st Defendant's statement of the Cooperative Savings Account was marked as Exhibit F.

The Plaintiff then instructed its solicitors vide a letter of demand, dated 23rd November, 2016 marked as Exhibit F. Though the 1st Defendant requested through his Counsel for his statement of account, the Plaintiff obliged but the letter of demand was returned because the Defendant's lawyer's address could not be located.

By reason of the Defendant's failure to fulfill his obligations under the loan agreement the Plaintiff is now claiming the sum of ~~N~~6,575,359.35 (Six Million Five Hundred and Seventy-Five Thousand Three Hundred and Fifty-Nine Naira Thirty-Five Kobo). Finally, the

Plaintiff contends that the Defendants have no defence to this suit hence the claim for the outstanding sum.

In reaction to the affidavit in support the 2nd Defendant filed a Notice of Intention to defend dated 13th December, 2017.

An 18 paragraph affidavit in support of the 2nd Defendant's notice of intention to defend was deposed to by the 2nd Defendant, the guarantor of the loan. The facts disclosed in the affidavit in summary are that the 2nd Defendant admitted that she guaranteed the facility with the Plaintiff. She denied being informed in writing that the 1st Defendant defaulted in his facility hence she contends that she was never privy to any demand or default by 1st Defendant even though she was the guarantor.

She reasons that this suit is premature against her. The 2nd Defendant also posits that the Plaintiff ought to have taken necessary steps to recover the loan since the 1st Defendant shorted to default in December 2015 but elected to review the conditions of the loan and waive its right to act according to the term of the facility.

It is also asserted by the 2nd Defendant that the Plaintiff's decision to extend the time which the Plaintiff ought to exercise its right to recovery has vitiated its liability to the Plaintiff.

Besides, the Plaintiff contends that there are no reasonable grounds to hear this suit under the undefended list and she intends to counterclaim against the Plaintiff and the 1st Defendant.

I have carefully considered the Plaintiff's claim vis-à-vis the facts disclosed in the 2nd Defendant's notice of intention to defend and note that the 2nd Defendant has failed, palpably in raising any triable defence on the merit worthy of transferring this suit to the undefended list of this Court.

I am of the view that the 2nd Defendant has admitted the Plaintiff's claim whilst the 1st Defendant has failed and/or neglected to file any process in his defence.

This suit is certainly a clear case of a liquidated demand which has been appropriately filed under this Court undefended list.

Having failed to disclose any reasonable defence on the merit, I am of the view and will so hold that this Court can invoke its power under Order 21 Rules 2 and 3 of the High Court of the FCT Civil Procedure Rules which empowers this Court to proceed to give Judgment in favour of the Plaintiff.

Plaintiff's claim against the Defendants succeeds.

The Defendants are jointly and severally ordered to pay the sum of ~~N~~6,575,359.35 (Six Million, Five Hundred and Seventy-Five Thousand

Three Hundred and Fifty-Nine Naira Thirty-Five Kobo) being the total sum owed the Plaintiff by the Defendants as at June 2017.

Leg two succeeds partially. The Defendants are to pay the Plaintiff costs in the sum of ₦100,000.00 (One Hundred Thousand Naira) and post Judgment interest at the rate of 10% per annum until the entire Judgment is fully paid.

**O.O. Goodluck,
Hon. Judge.
4th July, 2019.**

APPEARANCE

Parties absent

Gloria David Miss.: For the Claimant

**S. F. Adejo Esq. holding the brief of A. Sani Esq.: For the 2nd
Defendants.**