

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY,
IN THE ABUJA JUDICIAL DIVISION,
HOLDEN AT COURT NO. 12 BWARI, ABUJA.
BEFORE HIS LORDSHIP: HON. JUSTICE O. A. MUSA.**

SUIT NO. FCT/HC/CV/2022/2014

BETWEEN:

NZUBE INDUSTRIES LIMITED PLAINTIFF

AND

1. SARAHA HOME LTD
2. ALHAJI HARUNA KABIRU
3. MR. MAGAJI ASUWULIYA BENJAMIN
4. MRS. FATI ALH. ALI
5. MR. MOMOH OKPANACHI
6. MRS. OLUWATOYIN ADEOYE
7. MRS. OBI VICTOR IGWENNA
8. MRS. OLALEYE FLORENCE FOLAKE
9. MRS. AKINTOLA TUNDUN SALEWA
10. MRS. AWAN ISSA SIMON
11. OLUBUNMI BAMIDELE
12. OKOH KINGSLEY CHUKS
13. IBIDUNNI ADENIYI
14. MR. AND MRS. ORESANYA THERESA OLUSANYA
15. OGUEJIOFOR UGONWA CHIBUGO
16. ODUA WENCESLAS OKWUDILI
17. MRS. OKON NSE VICTOR
18. MR. BABALOLA OLUFEMI A. NURUDEEN
19. MRS. OYEWALE ABIDEMI ADETOUN
- (3rd To 11th Defendants For Themselves And On Behalf Of
Any Other Person Claiming Or Deriving Title
From 1st And 2nd Defendants Other Than The Plaintiff)
20. THE MINISTER, FEDERAL CAPITAL TERRITORY
21. THE FEDERAL CAPITAL DEVELOPMENT AUTHORITY

..... **DEFENDANTS**

JUDGMENT

DELIVERED ON THE 30TH SEPTEMBER, 2019

The Plaintiff in this case by a writ of summons filed on the 11th July, 2014 sued the 1st to 11th Defendants claiming as follows:-

1. A declaration that the Plaintiff is the lawful holder of leasehold interest and grantee of Plot Number 6 in Cadastral Zone C09 Lokogoma District Abuja measuring approximately 200,000.00 square meters vide an allocation letter of Accelerated Development Programme within the Federal Capital Territory dated 28th July pursuant to which a Development lease Agreement for Mass Housing Development Scheme date 15th September, 2005 was made between the Federal Capital Development Authority and the Plaintiff and not the Defendants.
2. A declaration that the 1st and 2nd Defendants have no power under Federal Capital Development Authority Act and / or under the Developer / Financier Agreement dated the 10th day of June 2008 between the Plaintiff and the 1st and 2nd Defendants without the consent of the Plaintiff to allocate land, sell or lease or sublease or put a third party including 3rd to 11th Defendants and people they represent or any other person claiming or deriving titled from 1st and 2nd Defendants other than the Plaintiff in possession of the Plaintiff's leasehold interest in Plot Number 6 in Cadastral Zone C09 Lokogoma District Abuja measuring approximately 200,000.00 square meters known as Nzuba Estate.
3. An order of Honourable Court that any allocation of land, sale, lease, sublease to a third party including 3rd to 11th

Defendants and people they represent or any other person claiming or deriving titled from 1st and 2nd Defendants other than the Plaintiff in contravention of Federal Capital Development Authority Act and the Developer / Financier Agreement dated the 10th day of June 2008 between the Plaintiff and the 1st and 2nd Defendants without the consent of the Plaintiff is null and void and confers no interest in the third parties including 3rd to 19th Defendants and people they represent or any other person - claiming or deriving titled from 1st and 2nd Defendant other than from the Plaintiff.

4. An order of the Honourable Court ejecting the 3rd to 11th Defendants and people they represent, their privies, agent, servants or any other person claiming through them or any other person claiming or deriving titled from 1st and 2nd Defendants other than from the Plaintiff from Plot Number 6 in Cadastral Zone C09 Lokogoma District Abuja measuring approximately 200,000.00 square meters or from any portion thereof leasehold interest of which belongs to the Plaintiff forthwith and vesting immediate right of possession and enjoyment of the leasehold interest in the Plaintiff forthwith according to the terms of Development lease agreement for mass housing Development Scheme dated 15th September, 2005 made between the Plaintiff and Federal Capital Development Authority.
5. A perpetual order of injunction restraining the 3rd to 11th Defendants and people they represented, their privies,

agent, servants , or any other person claiming through them or any other person claiming through them or any other person claiming or deriving titled from 1st and 2nd Defendants other than from the Plaintiff from entering , occupying or in any way obstruct or disturb the Plaintiff right of possession or re-entry of the said Plot Number 6 in Cadastral Zone C09 Lokogoma District Abuja measuring approximately 200,000.00 square meters or any other portion thereof belonging to the Plaintiff from the 1st and 2nd Defendants in accordance with the judgment of the Court in suit FCT/HC/CV/499/2009.

6. The sum of N1,000,000,000.00 (One Billion Naira) against the Defendants jointly and severally as general damages for trespass of unlawfully remaining on the Plaintiff's land since 12th March, 2009 till date having Obstructed the Plaintiff's right of re-entry of Plot Number 6 in Cadastral Zone C09 Lokogoma District Abuja measuring approximately 200,000.00 square meters pursuant to the judgment of Court by consent in suit FCT/HC/CV/499/2009.

While the matter was pending, the 12th to 19th Defendants applied to be joined and also by an application the 20th and 21st Defendant were made parties to the suit pursuant to joining the parties aforesaid, the Plaintiff filed an amended writ of summons on the 9/06/2017 with the leave of the Court.

Upon being served the processes, the 3rd to 19th Defendants filed an amended joint statement of defence and a counter claim. In the counter claim, the 3rd to 19th Defendants claim as follows:-

- i. A declaration that the 3rd to 19th Defendants/counter claimants are lawful occupants of the Plot Number 6 in Cadastral Zone C09 of Lokogoma District, Abuja.
- ii. A declaration that the 1st Defendant is a lawful agent of the Plaintiff / Defendant as at the time he allocated the plot to the 3rd to 19th Defendants / counter claimants.
- iii. A declaration that the 3rd to 19th Defendants / counter claimants derive their title in the plots allocated to them in Plot Number 6 in Cadastral Zone C09 of Lokogoma District, Abuja, from the Plaintiff / Defendant.
- iv. An order to the Plaintiff / Defendant to provide the necessary infrastructures in the estate as promised.

The Plaintiff filed a reply to the 3rd to 19th Defendants defence and a defence to their counter claim.

The 1st and 2nd Defendants did not file any process in defence of this matter nor did they enter any appearance. In a similar vein the 20th and 21st Defendants though been served did not file any process nor enter a defence. In the cause of trial, the Plaintiff called one witness and tendered several Exhibits. After cross examination of the said witness, the Plaintiff closed its case. The Defendants on its part called a total of six (6) witnesses and several

Exhibits were tendered and the 3rd to 19th Defendants closed their case.

Written addresses were ordered by the Court and same were filed and exchange between counsels. Counsel to the 3rd to 19th Defendants raise five issues for determination and his argument were based on the said issues.

On the part of the Plaintiff six issues were raised and argued.

The 3rd to 19th Defendants also filed a reply on point of law to the Plaintiff's final written address.

Parties adopted their written addresses on the 04/07/2019 and the matter was adjourned for judgment.

I have carefully peruse the entire processes filed in this case, the evidence of witnesses and the address of counsels. My first impression of this matter is that this is an offshoot of an earlier suit No: FCT/HC/CV/499/2009 between the Plaintiff and the 1st and 2nd Defendants. A consent judgment was entered in the said suit and it is the terms of the said consent judgment that produce this case. The Plaintiff in the main is seeking several orders and declaratory reliefs including an order to eject the 3rd to 19th Defendants from the property known as Plot Number 6 in Cadastral Zone C09 of Lokogoma District, Abuja measuring approximately 200,000.00 square meters known as Nzube Estate.

As I earlier said, this suit is a product of the judgment of the Court in suit No: FCT/HC/CV/499/2009. The said judgment was tendered in this case as Exhibit AA4. To have a grip on the bone of contention between parties, it is instructive to reproduce verbatim the said consent judgment Exhibit AA4:-

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT ABUJA.

SUIT NO. FCT/HC/CV/499/2009

BETWEEN:

NZUBE INDUSTRIES LIMITED PLAINTIFF

AND

1. SARAHA HOME LTD

2. ALHAJI HARUNA KABIRU DEFENDANTS

TERMS OF SETTLEMENT

Pursuant to the order of this Court directing this matter to be settled through alternative dispute resolution and the meetings held by the parties in this suit and their counsels, it is hereby agreed as follows:-

1. That the terms hereinafter set forth as amicably agreed by the parties to this suit shall constitute the judgment of this Court in this case.
2. That the total sum due on developed and verified building is N296,500,000.00 aside subsequent developments to be made on the estate including public utilities.
3. It is agreed that, the Plaintiff shall exercise his right of re-entry with a view to recovering of all outstanding payments due to the Plaintiff, the Plaintiff may evaluate the suitability of the Defendant continuing the project with a view to continuing the relationship.
4. That the Plaintiff shall enter onto the Plot Number 6 in Cadastral Zone C09 of Lokogoma District Phase III, Abuja, FCT in order to recover the amount of N296, 500,000.00 representing the debt owed the Plaintiff by the Defendants.
5. That all rights and power granted the Defendants by virtue of the developer/Financier Agreement shall be in abeyance until the debt owed the Plaintiff by the Defendants is recovered.
6. That for the purpose of recovering the debt the Plaintiff shall have all power of marketing, Administration and all other powers necessary and incidental to the recovery of the debt as well as continuing, completing and managing the estate.
7. That without prejudice to the duties of the Defendant under the developer / financier Agreement, the Defendant shall not for the time being and at any time until a subsequent

agreement is signed in its place, exercise any rights in respect of Plot Number 6 in Cadastral Zone C09 of Lokogoma District Phase III, Abuja FCT.

8. That preference shall be given to the Plaintiff by the Defendant in respect of any amount or pecuniary benefit accruing or that has accrued in the trust account or any other account since the existence of the Developer / Financier Agreement so that such amount or benefit shall be transferred to an account to be designated by the Plaintiff.
9. That any recovery made that is over and above the entitlement of the Plaintiff under the developer / financier Agreement shall be ploughed back in effecting outstanding infrastructural developments on the estate, the residue thereof shall be paid over to the Defendants.
10. That the Plaintiff shall permit the Defendants to continue and develop the 25 number of bungalows belonging to Nigeria Communication Commission and 10 Number of duplexes. The entitlement of the developer over the above houses shall be deducted from the 53 Million Naira already advanced.
11. That the laying of infrastructure shall be effected and completed by the Defendants failing which the Defendants shall pay the cost of the infrastructure.
12. That any acts or omission carried out by the Defendants, which includes but not limited to allocation of undeveloped plot to third parties contrary to the terms of the developer

/ financier Agreement are of no effect and the Plaintiff shall not be liable to any such third party or for any claims or actions arising from payments to the Defendants by third parties and shall thus remain indemnified by the Defendants.

13. That the above terms of settlement are without prejudice to the Plaintiff's exclusive right to manage the estate after its completion.

Dated the 9th day of March, 2009

Plaintiff (sign) 1st Defendant (sign) 2nd Defendant (sign)

Plaintiff's solicitor (Sign) Defendant's solicitor (Sign)

Arising from this matter are some salient questions the first question is was there an agency relationship between the Plaintiff and the 1st and 2nd Defendants? the answer to this question can only be found on a careful perusal on the Exhibits tendered in this case particularly Exhibit AA3 the said Exhibit AA3 is a developer / financier agreement between the Plaintiff and the 1st Defendant dated 10/06/2008. In the said agreement the parties entered into

an agreement wherein the 1st Defendant was described as the financier and the Plaintiff was described as the developer. It must be noted that prior to this agreement, the Plaintiff had entered into a lease agreement with the F. C. D. A wherein the land in issue was allotted to the Plaintiff. The said lease agreement was tendered in this case as Exhibit AA2. In Exhibit AA3, the Plaintiff and the Defendants agreed that the 1st Defendant shall be responsible for financing the development and marketing of aspect of the project while the Plaintiff shall be responsible for the management of the property afterward. This position is as contain in clause 1 of the Exhibit AA3.

Agency can be created in several ways. It may be created by conduct, by inference, or by expressly in writing. In **Vulcan V. Gesellschaft** (2001) 4 MJSC pp. 153 pp. 166 the supreme Court state:

“Agency exist between two persons when one person expressly or impliedly consent that the other should act on his behalf so as to affect his relationship with third parties and other person similarly consent to so act”

Also in **Olufosoye V. Fakorede** (1993) 1 NWLR (pt. 272) at pg. 747 where the Court held:-

“In law, agency may be described as a relationship which arises when a person called the agent act on behalf of another called the principal, whereby the later undertakes to be answerable for the lawful acts the former does within the scope of his authority, agency does not necessarily arise out of contract but depends largely on mutual consent may be signed expressly or impliedly or may be referred from the circumstances surrounding the transaction”

Furthermore, in **IYERE V. BF & FM LTD** (2008) 12 MJSC pg. 105, where the Supreme Court had this to say:-

“In the law of agency, the relationship which arises when a person called agent acts on behalf of another called principal, whereby the later undertakes to be answerable for the lawful acts the former does within the scope of his authority is what amounts to agency, liability falls on the principal where he gives his agent express authority to do a tortuous act or that which result in a tort”.

Flowing from the above cited cases, I hold that the Plaintiff by the said Exhibit AA3 created an agency of the 1st Defendant. But to what extent was the said agency? From Exhibit AA3 I deduce that the agency was not at large. It was purpose built. Reading paragraph one of Exhibit AA3, it is clear that the 1st Defendant was responsible to finance the development and marketing aspect of the project. Underlining mine.

At paragraph 6 of Exhibit AA3, the Plaintiff and the 1st Defendant agreed as follows:-

“Consequent upon the layout being made by the financier the developer shall be entitled as his profit for entering into this agreement the sum of N1, 500,000.00 for any bungalow and N2,000,000.00 for any storey building (duplex) built on any plot of land at the property”.

At paragraph 8 of Exhibit AA3, the Plaintiff and the 1st Defendant agreed as follows:-

“The developer shall be entitled to her payment from the financier once any of the building has been developed to lintel level on the down stairs, and failure to pay within one month after it becomes due attracts compound interest at current bank rates”.

At paragraph 11 of Exhibit AA3, the Plaintiff and the 1st Defendant agreed as follows:-

“The financier shall not introduce a third party to this project without the consent the developer”

As I earlier pointed out elsewhere in this judgment, in the course of implementing the terms in Exhibit AA3, the Plaintiff and the 1st and 2nd Defendants had a dispute and they took themselves to Court in suit No: FCT/HC/CV/499/2009 and a terms of settlement was agreed by the parties which terms of the settlement were reduce into a writing and filed in Court. The terms of settlement was entered as judgment in that case.

Paragraph 12 of the said terms of settlement i.e. Exhibit AA4 provide as follows:-

“That any acts or omissions carried out by the Defendants, which includes but not limited to allocation of undeveloped plots to third parties contrary to the terms of the developer / financier agreement are of no effect and the Plaintiff shall not be liable to any such third party or for any claims or actions arising from payments to the Defendants by third parties and shall thus remain indemnified by the Defendants”

The wordings of Exhibit AA3 and AA4 are very clear and unambiguous the law is well settle that where the words of a document are clear and unambiguous they must be given effect. In the case of **Okotie Eboh V. Manager** (2005) 2 MJSC where the Supreme Court held:-

“Where the ordinary plain meanings of words used in a statute are very clear and unambiguous effect must be given to those words without resorting to any intrinsic or external aid”.

All have been saying in effect is that this Court in the present suit has been call upon to interpret the relationship between the Plaintiff, 1st and 2nd Defendants as well as the 3rd to 19th Defendants in relation to the property situate at Plot Number 6 in Cadastral Zone C09 of Lokogoma District, Abuja Measuring approximately 200,000.00 square meters. From the several portion of Exhibits AA3 and AA4 I am of the view that the 1st Defendant had the obligation to finance the development and marketing of the project. The question now that will arise is what project was to be developed and marketed? The project in this instance as can be glean from Exhibit AA3 is the building of bungalows and duplexes on the said property in issue. This much was given muscle in the terms of settlement tendered as Exhibit AA4. In the said Exhibit AA4 particularly at paragraph 12. In essence, the agency created by Exhibit AA3 was for the

financier i.e. the 1st Defendant to carry out the development of the land namely build bungalows and duplexes and there after sell same with the consent of the Plaintiff. There is nowhere in the entire Exhibit AA3 wherein the 1st and 2nd Defendants were empowered to allocate land to third parties from the property in issue. The 1st and 2nd Defendants agreed as much with this as evidence in paragraph 12 of Exhibit AA4, they also agreed to be liable to third parties who have been allocated undeveloped land at Plot Number 6 in Cadastral Zone C09 of Lokogoma District, Abuja Measuring approximately 200,000.00 square meters.

Having determine this, the next question is what is the status and / or right of the 3rd to 19th Defendants in this case? From the pleadings as filed by the 3rd to 19th Defendants, it can be deduce that the said 3rd to 19th Defendants are claiming their root of title to their various plots of land from the 1st Defendant. They also raise the issue that the 1st Defendant is an agent of the Plaintiff and that the Plaintiff is estopped from denying their title.

It is trite law that he who asset must prove. See the cases of **Oyebanji V. A. G. Osun State** (2004) 51 WRN Page 94 at 113 and **Aniekan V. Aniekan** (1999) 12 NWLR (pt. 631) page 491 at 502 – 503.

Similarly, the law is well settle in a matter for declaration of title to land; the party who claim title must prove same. In other words he would succeed on the strength of his case in prove of his title

and not on a weakness on the case of the other party see the cases of **Ahmed V. Internal Affairs Minister** (2002) 15 NWLR (pt. 790) page 239 at 245 and **Ayeni V. Adesina** (2007) 7 NWLR (pt. 1033) at page 233. As I pointed out elsewhere in this judgment, the 1st Defendant through which the 3rd to 19th Defendants claim their title to the land, did not file any defence nor do they proffer any evidence, how be it the said 3rd to 19th Defendants relied on Exhibit AA4, that is the Developer / Financier agreement between the Plaintiff and the 1st Defendant in proof of their case.

The said 3rd to 19th Defendants has invited this Court to take a look at the said Exhibit AA4 and interpret it to the effect that it created an agency authorizing the 1st Defendant to sell undeveloped plots of land to members of the public and they having bought land in the said Nzube Estate Lokogoma Abuja from the 1st Defendant good title has been pass onto them.

The duty of the Court is to interpret and give effect to agreement between parties. The Court is not allowed to write or rewrite agreement for parties. Neither is the Court allowed to interpret into a contract what is not contain therein or intended by the parties to it see the case of **College of Education, Ekiadolor V. Osayande** (2010) 6 NWLR (pt. 1191) 423 at 450 paragraphs B– C.

Again where a document has been interpreted by a Court of competent jurisdiction, another Court of coordinate jurisdiction

cannot sit to review the decision of the earlier Court see the case of **Idrisu v. C. O. P** (2009) 10 NWLR (pt. 1150) page 457 at 460 or 465 paragraph C. It will amount to sitting on appeal on a judgment of a sister Court of coordinate jurisdiction. It is trite in law that a judgment of the Court is valid and enforceable until set aside on appeal. Exhibit AA4 was the subject of litigation in suit No: FCT/HC/CV/499/2009. The party in the said suit agreed to settle the matter out of Court and a term of settlement was drawn up. This term of settlement was adopted as the judgment of the Court in that suit. The said judgment was tendered before this Court as Exhibit AA4. The judgment has not been appeal against or set aside by the Court of appeal. I hold that judgment is extant. the parties in the said suit No: FCT/HC/CV/499/2009 as listed in Exhibit AA4 i.e. consent judgment are the present Plaintiff in this case as well as the 1st and 2nd Defendants in the present case. I have earlier reproduce sections of the said judgment Exhibit AA4 particularly paragraph 12. To my understanding, the said paragraph 12 clearly interpreted the powers of the 1st Defendant in relation to Exhibit AA3, the developer / financier agreement to the effect that allocation of undeveloped land by the 1st Defendant to 3rd parties is contrary to the terms of the developer / financier agreement and such allocation is of no effect. The Court went further to hold that such allocation made by the 1st Defendant to 3rd parties are not the act of the

present Plaintiff but that of the present 1st and 2nd Defendants who shall be liable to indemnified such 3rd parties.

The wording of the said judgment are clear and unambiguous. I shall pulse here to look at the evidence proffered in this case by the witnesses called in defence of the 3rd to 19th Defendants.

Dw1, Dr. Magaji Benjamin after his evidence in chief was cross examine. Under cross examination the following took place:-

XX: Look at Exhibit AA3 that's the document that painted the payment of the amount to the 1st Defendant?

Answer: Yes.

XX: That money you paid was for an empty land?

Answer: Yes.

XX: Are you an Officer or a staff of the 1st Defendant?

Answer: No

XX: Are you aware of consent Judgment between the Plaintiff and the 1st Defendant?

Answer: Yes, I am aware.

XX: Did you execute any deed of arrangement with the Plaintiff's company?

Answer: No.

XX: Did you also execute any document called deed of Assignment power of attorney with the 1st Defendant?

Answer: No.

XX: I will be correct to say that you never made any payment to the Plaintiff?

Answer: Yes, through the 1st Defendant.

DW2: Mrs. Nsi Victor Okon

XX: The allocation the 1st Defendant issued you was in respect of an empty land?

Answer: Yes.

DW 4: Okparachi Momoh

XX: Would I be correct to say that Exhibit 8 is issued to you by the 1st Defendant Sahara?

Answer: Yes, on behalf of Nzube that is the Plaintiff.

XX: What you purchased was just a plot of land?

Answer: Yes.

XX: In your paragraph 46 of your written deposition, that is witness statement on oath; read it to the Court.

XX: You made a payment after the consent judgment?

Answer: Yes.

DW5: Kingsley Chuks Okoh

XX: Its also true that what you paid was for plot of land, the subject matter in this suit?

Answer: Yes.

DW 6: Samuel Isaih Awal

XX: It is also true by your oath that you have equally seen and read the consent judgment in suit No:

FCT/HC/CV/499/2009 between the claimant and the 1st Defendant?

Answer: Yes.

XX: You paid for a plot of land?

Answer: I paid for a house.

I will hastily point, except for DW6 who said, what he bought was a house though from 1st Defendant, every other witness of the defence testify that what they bought from the 1st Defendant was empty plot of land at Nzube Estate Lokogoma District Abuja. I hold that flowing from the judgment of the Court in suit No: FCT/HC/CV/499/2009 tendered before me as Exhibit AA4 all such allocation or sale of Undeveloped plots of land where held to be contrary to the developer / financier agreement Exhibit AA3 and it is the 1st and 2nd Defendants are liable to indemnified 3rd parties who paid money for undeveloped plot of land. It must be of note that except for the witnesses who give evidence for themselves the other Defendants did not give any evidence nor did they tender any document to prove that they derive their title from the Plaintiff. I do not intend to disturb the judgment of my learned brother in suit No: FCT/HC/CV/499/2009 which judgment is tendered before me as Exhibit AA4. I only wish to add that having bought undeveloped land from the 1st and 2nd Defendants any of the rest of the Defendants who so bought undeveloped land from 1st and 2nd Defendants take no title from the Plaintiff. The 1st and 2nd Defendants did not have power as

agent of the Plaintiff to allocate undeveloped land to 3rd parties. In fact, they have no undeveloped land at Nzube Estate Lokogoma District Abuja to bequeath or allocate to any 3rd parties not even the 3rd to 19th Defendants. To this end therefore, I hold that the Plaintiff is entitle to judgment having proved it case. Judgment is therefore entered in favour of the Plaintiff as follows:

1. The Plaintiff is the lawful holder of lease hold interest and grantee of Plot Number 6 in Cadastral Zone C09 of Lokogoma District, Abuja measuring approximately 200,000.00 square meters vide an allocation letter of Accelerated Development Programme within the Federal Capital Territory dated 28th July, 2005 pursuant to which a Development Lease Agreement for Mass Housing Development Scheme dated 15th September, 2005 was made between the Federal Capital Development Authority.
2. The 1st and 2nd Defendants have no power under Federal Capital Development Authority Act and /or under the Developer / Financier Agreement dated the 10th day of June, 2008 between the Plaintiff and 1st and 2nd Defendants without the consent of the Plaintiff to allocate land, sell, or lease, or sublease or put a third party including 3rd to 21st Defendants and people they represent or any other person claiming or deriving title from the 1st and 2nd Defendants other than the Plaintiff in possession of the Plaintiff's leasehold interest in Plot Number 6 in Cadastral Zone C09 of

Lokogoma District, Abuja measuring approximately 200,000.00 square meters known as Nzube Estate.

3. That any allocation of land, sale, lease, sublease to a third party including 3rd to 21st Defendants and people they represent or any other person claiming or deriving titled from 1st and 2nd Defendants other than the Plaintiff in contravention of federal capital development Authority Act and the Developer / Financier Agreement dated the 10th day of June, 2008 between the Plaintiff and 1st and 2nd Defendants without the consent of the Plaintiff is null and void and confers no interest in the third parties including 3rd to 19th Defendants and people they represent or any other person claiming or deriving titled from 1st and 2nd Defendants other than from the Plaintiff.
4. Order is hereby granted to the Plaintiff to eject the 3rd to 19th Defendants and people they represent, their privies agent, servants, or any other person claiming through them or any person claiming or deriving title from 1st and 2nd Defendants other than from the Plaintiff from Plot Number 6 in Cadastral Zone C09 of Lokogoma District, Abuja measuring approximately 200,000.00 square meters or from any portion thereof leasehold interest of which belongs to the Plaintiff forthwith and vesting immediate right of possession and enjoyment of the leasehold interest in the Plaintiff forthwith according to the terms of Development lease Agreement for Mass Housing Development Scheme dated 15th September,

2005 made between the Plaintiff and Federal Capital Development Authority.

5. An order of perpetual injunction is hereby made restraining the 3rd to 19th Defendants and people they represent, their privies, agent, servants, or any other person claiming through them or any other person claiming or deriving title from 1st and 2nd Defendants other than from the Plaintiff from entering, occupying or in any way obstruct or disturb the Plaintiff's right of possession or re – entry of the 200,000.00 square meters or any other portion thereof belonging to the Plaintiff from the 1st and 2nd Defendants in accordance with the judgment of the Court in suit FCT/HC/CV/499/2009.
6. I shall award to the Plaintiff damages in the sum of N750, 000.00k against the Defendants jointly and severally, I so ordered.

Having so entered judgment for the Plaintiff am incline to hold and I do hold that the counter claim of the 3rd to 19th Defendants remain unproved by them. The said counter claim is liable to be dismiss and I hereby dismiss same.

APPEARANCE:

B. C. Okwunebe Esq. for the claimant

Chinedu Obieniu Esq. for the 3rd to 19th Defendants

Sign
Hon. Judge
30/09/2017