



**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDING AT MAITAMA
BEFORE HIS LORDSHIP: HON. JUSTICE H. B. YUSUF**



SUIT NO: FCT/HC/CV/1590/17

BETWEEN:

1. KENNETH NSUR)
2. BARR. MALACHY NWAEPÉ).....PLAINTIFFS

AND

ABUJA ELECTRICITY DISTRIBUTION COMPANYDEFENDANT

JUDGMENT

This suit touches on the mode of assessment and collection of post – paid electricity tariff by the Defendant through its metering system as opposed to the pre-paid metering regime. As may be garnered from the processes filed by the Plaintiffs the 2nd Plaintiff is a tenant of the 1st Plaintiff in respect of a property situate and known as Block 4, Flat 1, Kenneth Nsur Estate, Jikwoyi, Abuja. It was alleged that the Defendant was in the habit of serving arbitrary bills on the 2nd Plaintiff without recourse to the actual electricity consumption which may be rightly determined by recourse to the relevant electricity meter No. 06250000215. The plaintiffs especially the 2nd

plaintiff has alleged that he took all necessary steps to resolve the dispute but met with frustration as the staffer of the Defendant are in the habit of disconnecting power supply to the 2nd Plaintiff's apartment. That the last straw that allegedly broke the camel's back is traceable to the conduct of the staffer of the Defendant who on 30th September, 2016 disconnected the 2nd Plaintiff and carted away the relevant electricity cables. That this happened at a time when the Defendant had assured the 2nd Plaintiff of necessary adjustment with respect to his monthly electricity consumption and before the service of any further electricity tariff whatsoever on him.

The Plaintiffs who are aggrieved approached this court vide an Originating Summons filed on 5th May, 2017 wherein Eight (08) questions were raised for the court's determination. The questions are:

- I. Whether, in the light of Section 3(1) of Nigerian Electricity Regulatory Commission (Methodology for Estimated Billing) Regulations, 2012 and Section 8 of Nigerian Electricity Regulatory Commission's Meter Reading, Billing, Cash Collections and Credit Management for Electricity Supply Regulations, 2007, the 1st Plaintiff who has a functional meter should be billed on estimated billing.

- II. Whether, by virtue of Section 10(1) (d) of Nigerian Electricity Regulatory Commission's Connection and Disconnection Procedures for Electricity Services, 2007 (pursuant to Sections 76 and 96 of Electric Power Sector Reform Act, 2005), the Defendant can disconnect the Plaintiff's supply for non-payment where the Plaintiffs had made a complaint concerning the unpaid bill and while the complaint remained unresolved.
- III. Whether, by Section 5(1)(d) of Nigerian Electricity Regulatory Commission's Connection and Disconnection Procedures for Electricity Services, 2007 (pursuant to Sections 76 and 96 of Electric Power Sector Reform Act, 2005), the Defendant can Disconnect the Plaintiffs' electricity supply when the Plaintiffs are contesting the correctness of their bill and in less than 3 months between the payment date and the date of disconnection.
- IV. Whether, by Section 5(1) (f) and 9 of Nigeria Electricity Regulatory Commission's Connection and Disconnection Procedures for Electricity Services, 2007 (pursuant to Sections 76 and 96 of Electric Power Sector Reform Act, 2005, the Defendant can disconnect the Plaintiffs' electricity supply without giving the Plaintiffs written

warning to that effect and without leaving for the Plaintiffs, written notice of the disconnection, date and time of the disconnection, reasons for the disconnection and the actions to be taken by the Plaintiffs to have the electricity supply reconnected.

- V. Whether, in the light of Section 6(1) and (2) of Nigerian Electricity Regulatory Commission's Meter Reading, Billing, Cash Collections and Credit Management for Electricity Supply Regulations, 2007, the Defendant was right to continue billing the Plaintiffs after disconnecting them.
- VI. Whether, considering Section 9 of Nigerian Electricity Regulatory Commission's Meter Reading, Billing, Cash Collections and Credit Management for Electricity Supply Regulations, 2007, the Plaintiffs are not entitled to review of bill, financial adjustment and refund of excessive billing.
- VII. Whether the Defendant is entitled to cart away the Plaintiffs' wire after the Defendant has disconnected the Plaintiffs' electricity supply.
- VIII. Whether it is the responsibility of the Plaintiffs to repair or finance the repair of electricity transformers.

Depending on the answers proffered to the above questions the Plaintiffs are seeking the following reliefs against the Defendant:

- a) A declaration that by Section 3 (1) of Nigerian Electricity Regulatory Commission (Methodology for Estimated Billing) Regulations, 2012 and Section 8 of Nigerian Electricity Regulatory Commission's Meter Reading, Billing, Cash Collections and Credit Management for Electricity Supply Regulations, 2007, the estimated bill given to the Plaintiffs by the Defendant is wrongful, illegal null and void and of no effect.
- b) A declaration that by virtue of Section 10(1)(d) of Nigerian Electricity Regulatory Commission's Connection and Disconnection Procedures for Electricity Services, 2007 (pursuant to Sections 76 and 96 of Electric Power Sector Reform Act, 2005), the disconnection of the Plaintiffs' electricity supply for non-payment where the Plaintiffs' had made a complaint concerning the unpaid bill and while the complaint remained was wrongful, illegal, null and void.
- c) A declaration that by Section 5 (1) of Nigerian Electricity Regulatory Commission's Connection and Disconnection

Procedures for Electricity Services, 2007 (pursuant to Sections 76 and 96 of Electric Power Sector Reform Act, 2005), the disconnection of the Plaintiffs' electricity supply when the Plaintiffs are contesting the correctness of the bill and in less than 3 months between the payment date and the date of disconnection is wrongful, illegal null and void.

d) A declaration that by Sections 5 (1) (f) and 9 of Nigerian Electricity Regulatory Commission's Connection and Disconnection Procedures for Electricity Services, 2007, the disconnection of the Plaintiffs' electricity supply by the Defendant without giving the Plaintiffs written warning to that effect and without leaving for the Plaintiffs, written notice of the disconnection, date and time of the disconnection, reasons for the disconnection and the actions to be taken by the Plaintiffs to have the electricity supply reconnected are wrongful, illegal null and void.

e) A declaration that by the provisions of Section 6 (1) and (2) of Nigerian Electricity Regulatory Commission's Meter Reading, Billing, Cash Collections and Credit Management for Electricity Supply Regulations, 2007, the Defendant should not continue billing the Plaintiffs after disconnecting

- the Plaintiffs' electricity supply without first reconnecting him.
- f) A declaration that by virtue of Section 9 of Nigerian Electricity Regulatory Commission's Meter Reading, Billing, Cash Collections, 2007, the Plaintiffs are entitled to review of their bill, financial adjustment and refund of excessive billing.
 - g) A declaration that the carting away of the Plaintiffs' electric wire by official of the Defendant after disconnecting the Plaintiffs' electricity supply is wrongful and illegal.
 - h) A declaration that it is not the responsibility of the plaintiffs to repair or finance the repair the Defendant's electricity transformers.
 - i) A declaration that the entering into the Plaintiffs' premises and the disconnection of the Plaintiffs' electricity supply by officials of the Defendant and without the Plaintiff consent and without giving the Plaintiffs any prior notice of such entry and disconnection amount to trespass.
 - j) An order directing the Defendant not to bill the Plaintiffs under the estimated billing scheme any more.
 - k) An order directing the Defendant, its officials, agents, representatives, privies or whosoever or howsoever

- described not to disconnect the Plaintiffs' electricity supply pending the resolution of the Plaintiffs' complaint or without giving the Plaintiffs written warning prior to such disconnection.
- l) An order directing the Defendant to, forthwith, make financial adjustment on the Plaintiffs' bill as promised by the Defendant and to refund the Plaintiffs of the excess billing.
 - m) An order directing the Defendant to return to the Plaintiffs their wire carted away by the Defendant's officials or in the alternative, pay him the sum of N7,000.00 which is the market value of the wire.
 - n) An order directing the Defendant to pay to the Plaintiffs the sum of N50,000,000.00 (Fifty Million Naira) only as general and exemplary damages for the various wrongful and unlawful acts meted on the Plaintiffs by the Defendant.
 - o) An order directing the Defendant to refund to the Plaintiffs and other members of the neighborhood all money paid for the repair of the Defendant's Transformer.

There is an affidavit of 41-paragraphs in support of the Originating Summons personally deposed to by the 2nd Plaintiff to which photocopies of certain documents were annexed and marked as

exhibits A – K. There is also a written address in support of the Original Summons in line with the Rules.

The Defendant in opposing the Plaintiffs' claim filed (with leave of court) a counter affidavit of 15 paragraphs on 16th march, 2018. Certain documents were annexed to the counter affidavit. There is also a written address filed on behalf of the Defendant by learned Counsel.

In reaction to the counter affidavit of the Defendant, the Plaintiff filed a further affidavit of 7 – paragraphs sworn to by the 2nd plaintiff on 10th November, 2017 with a lone annexure marked as exhibit L. There is also a further written address in support of the Plaintiffs' case.

It is also instructive to note that the Defendant on 20th June, 2018 filed a notice of preliminary objection seeking the following reliefs;

1. An Order striking out the name of the 1st Plaintiff for lack of capacity to sue, being late and not physically existing.
2. An Order dismissing this suit in its entirety for being incompetent and premature.
3. An Order dismissing this suit for lack of capacity of the 2nd Plaintiff to sue.
4. And for such other Order(s) as the Honourable Court may deem fit to make in the circumstances.

The Plaintiffs filed counter affidavit and written address in opposition to the notice of preliminary. All processes filed by parties in respect of the Originating Summons and the Preliminary Objection were duly adopted in the open Court and the matter for either Ruling or Judgment as the case may be.

Apart from the core issues submitted for determination by the Plaintiffs the defendant has raised the issues set out here under:

1. Whether in view of the content of affidavit in support of the originating summons and the Defendant's counter affidavit, this action ought not to have commenced by the mode of originating summons but by writ of summons.
2. Whether the 1st Plaintiff, not being physically alive, can be joined in an action against the Defendant in the manner that he did in the suit before this Honourable Court.
3. Whether the 2nd Plaintiff, not being a customer of the Defendant as contemplated by the regulatory act, can bring an action against the Defendant alone without joining the known customer.
4. Whether an action can lie against the Defendant in the face of brazen violation of the required mandatory steps laid down in

the regulatory Act as pre-action steps or procedure for dispute resolution between customers.

5. Whether the non-compliance with the rules of dispute resolution by parties to the contract of electricity supply has not robbed this Honourable court of its Jurisdiction to entertain this suit.

In my view issues 2 to 5 as raised above when given a community reading seems to put the competence of the Plaintiffs' suit under scrutiny. If that be the case, I shall treat the preliminary objection generally under one issue, to wit:

“Whether the Plaintiff’s suit as presently constituted is competent so as to confer jurisdiction on the court to hear and determine the Plaintiff’s claims.”

I have read the respective processes filed on behalf of parties and it is clear to me that the Defendant has raised the following preliminary issues:

- (a) That the 1st Plaintiff who is privy to the relationship between parties is late and in the circumstance the 2nd Plaintiff cannot sue jointly with the deceased 1st Plaintiff.
- (b) That the 2nd Plaintiff who is unknown to the Defendant cannot maintain this action without his landlord.

(c) That the Plaintiffs have not exhausted internal dispute resolution mechanism before the presentation of the action (i.e. non-fulfillment of condition precedents) thereby stripping this court of the jurisdiction to entertain this suit.

Now the first leg of the Defendant's preliminary objection is challenging the competence of the 1st Plaintiff as a party to this suit on the ground that the said 1st Plaintiff is deceased. However, it would appear that the Plaintiffs' Counsel failed to address this point. He simply contended that the burden to show that the 1st Plaintiff is late is on the Defendant.

I have carefully considered this point and am of the view that the status of the 1st Plaintiff is no longer an issue in dispute in view of the admission of the Plaintiffs that the said 1st Plaintiff is deceased. I refer to the Plaintiffs' exhibit "F" attached to the Originating Summons which is a complaint letter written on 3rd march, 2016 by the 2nd Plaintiff to the Marketing Manager of the Defendant at Jikwoyi, Abuja and titled: "Notice of Disconnection and Request to suspend and Renew Tariff". While introducing himself in the first paragraph of the exhibit the 2nd Plaintiff stated as follows:

"I am a tenant in the estate of late Mr. Kenneth Nsor, located at Jikwoyi Phase 1..."

I have also seen paragraph 3(iii) of the Joint Counter Affidavit of the Plaintiffs where it was stated thus:

“That “Nsur” spelt as “Nsor” in the 1st paragraph of Exhibit is mere typographical error.”

The question as to whether the 1st Plaintiff is dead or alive is effectively resolved by the above admission of the 2nd Plaintiff.

This point is also supported by exhibit D which is a Certified True Copy (CTC) of a Ruling delivered by my learned brother Musa J. on 27th April, 2017 in Suit No: FCT/HC/CV/2680/2016 between the 2nd Plaintiff herein (as the sole Plaintiff) and the Defendant. The locus standi of the 2nd Plaintiff in the absence of his landlord was the subject matter of that Ruling which went against the 2nd Plaintiff.

It was on account of the foregoing ruling that the 2nd Plaintiff alongside the 1st Plaintiff jointly filed the instant action in order to effectively pursue his claim against the Defendant. However the Defendant has contended that as the time the action was filed the 1st Plaintiff was no longer already deceased. It is clear from the record that Mr. Kenneth Nsur was listed as the 1st Plaintiff to the knowledge and belief of the 2nd Plaintiff who authored exhibit F that the said 1st Plaintiff is late.

What has played out here is that the 2nd Plaintiff on his showing on the face of exhibit F is a tenant of the late Mr. Kenneth Nsur who is

the 1st Plaintiff in this case. This position is well supported by paragraph 2 of the affidavit in support of the originating summons to the effect:

“That I am a tenant at the 1st Plaintiff, in the 1st Plaintiff estate known as Kenneth Nsur Estate, located at Jikwoyi Phase 1, by Cherry field College, behind Primary School, Jikwoyi, Abuja, within the jurisdiction of this Honourable Court.”

Looking at the above deposition of the 2nd Plaintiff it is clear that he is a tenant of a deceased landlord, but he carefully concealed the death of his landlord. However, exhibit F mentioned elsewhere above revealed that the 2nd Plaintiff’s landlord is deceased. The legal effect of this state of affairs is that having admitted that he is a tenant of a deceased landlord the 2nd Plaintiff ought to sue in conjunction with the Executor or Administrator of the estate of the deceased 1st Plaintiff, Kenneth Nsur.

It would appear that the 2nd Plaintiff is aware of the consequences of the wrong approach he adopted in this case. Thus he tried (albeit subtly) to shift the goal post midway into the contest when he stated at paragraph 3 (i) – (ii) of his counter affidavit as follows:

(3)(i) “That my Landlord (who is the 1st Plaintiff) is Etima Kenneth Nsur who is a legal practitioner with the

following contact phone No. 08104788668, is still alive. I also have his authority and consent to join him as co – Plaintiff to sue the Defendant. The latter (sic) of authority dated 3rd May, 2017 is hereby attached as EXHIBIT L.”

(3)(ii) That I was informed by the 1st Plaintiff on the 3rd day of May, 2017 at his house at Wuse Zone 1, Abuja about 2:30 pm and I verily believed him to be true:

- a) That he is the first son his father, Kenneth Nsur and that he, the 1st Plaintiff, officially answers “Kenneth Nsur”.
- b) That he inherited the property at Jikwoyi Phase 1, Abuja, the property in issue, from his late father.
- c) That he bears the same with his late father, and it is normal in Ikom Local Government Area of Cross-River State he where hails (sic) from for the first son to bear his father name.
- d) That he personally signed the tenancy agreement between him and I as can be seen in Exhibit A attached to the affidavit in support of the Originating Summons.

e) That the property has been popularly known as, and called “The Estate of late Kenneth Nsur” or Kenneth Nsur Estate”.

Now I must state in the clearest terms that the affidavit in support of the Originating Summon was completely silent on the facts deposed to above. On this note I must remind the Plaintiffs that in dealing with this preliminary objection the Court is limited to the processes already filed by the said Plaintiff. It is therefore wrong for the Plaintiffs to import strange narratives mid-way into this case through his counter affidavit to the preliminary objection of the Defendant.

One thing is clear in this case and that is the point that the 1st Plaintiff is deceased. I also hold as I should that Etima Kenneth Nsur is not the same as the 1st Plaintiff in this case. If that be the case it is settled law that Executors/Administrators of the Estate of a deceased person remain the appropriate Plaintiff or Defendant where such deceased person is involved in the litigation process. See *ADMINISTRATOR/EXECUTORS OF THE ESTATE OF GEN, SANI ABACHA (DECEASED) VS EKE - SPIFF & ORS (2009)7 NWLR (PT.1139) 97* where Aderemi, JSC stated as follows:

“Administrators and/or Executors of an Estate where they exist are, beyond argument, natural persons,

who can sue and be sued in respect of the Estate they administer, but such natural persons must sue or be sued in their respective names as representing the Estate to sustain the action; it was further submitted while placing reliance in the decisions in SHITIA & ORS VS LIGALI & ORS (1941) 16 NLR 23. I pause to say that I agree with this submission as a correct principle of law. “

A deceased person such as the 1st Plaintiff herein is not a juristic personality and therefore not a competent Plaintiff. In his contributory judgment in the above case Mohammed, JSC held that:

“The law is also trite that a non-existing person natural or legal personality, cannot institute an action. Nor will an action be allowed to be maintained against a Defendant, who as sued, is not a legal person. See unreported decision of this Court in Manager SCOA, Benin City v. G. S. Momodu, appeal number SC.23/64 delivered on 17th November, 1996 quoted and relied upon by Obaseki, JSC in his lead judgment in Nurses Association v. Attorney General (1981) 11 - 12 S.C 1 at 21 - 22.”

I have seen exhibit “A” and “L” put forward by the 2nd Plaintiff to support the fact that one Etima Kenneth Nsur is his landlord. Exhibit “A” attached to the Originating Summons is a tenancy agreement between the 2nd Plaintiff as tenant and one Etima Kenneth Nsur as landlord. The opening paragraph of the exhibit is instructive. It says,

“This tenancy agreement is made this 1st day of September, 2017...”

In a related development the last paragraph revealed that the exhibit was executed the same date. It read as follows:

“In witness of which the parties have executed this agreement in the manner below day and year first above written.”

Ironically, this suit was filed on 5th May, 2017 which is a space of about four months before the execution of the tenancy agreement in issue. In other words this suit predated exhibit “A”. And as if that is not bad enough those who purportedly witnessed the exhibit clearly indicated that the tenancy agreement was witnessed on 1st September, 2015, a space of two years before the execution of the exhibit! There is no explanation whatsoever to explain this fundamental discrepancy. And I must say that it is impossible for a document made in 2017 to be witnessed in 2015 when the document does not even exist in the first place. Exhibit A is in my

view was hurriedly procured by the 2nd Plaintiff to mislead the Court with respect to the correct identity of his landlord. That explains the series of fundamental blunders inherent in the said exhibit.

On that note I hold that exhibit 'A' made sometime in 2017 after the presentation of this suit cannot support the contention of the 2nd Plaintiff that one Etima Kenneth Nsur is his landlord as opposed to the deceased 1st Plaintiff in this case. It is needless to say that the said Etima Kenneth Nsur is not a party to this action.

In a related development even if exhibit "A" is relevant it is excluded under Section 83(3) of the Evidence Act. For the avoidance of doubt Section 83(3) of the Evidence Act is reproduced hereunder:

"Nothing in this section shall render admissible as evidence any statement made by a person interested at a time when proceedings were pending or anticipated involving a dispute as to any fact which the statement might tend to establish."

A simple construction of the foregoing piece of legislation would reveal that what is rendered inadmissible is *any statement made by a person interested at a time when proceedings were pending or anticipated*. The question therefore is whether exhibit 'A' is a statement made during the pendency of this suit. The answer is in

the affirmative as it was made four months after the presentation of this suit and therefore inadmissible.

I am not done with this point. For the purpose of argument if Etima Kenneth Nsur is the 2nd Plaintiff's landlord the point must be made that the 2nd Plaintiff had himself to blame by instituting this action in conjunction with a deceased man who from the contradictory statement of the 2nd Plaintiff is possibly a stranger to the action instead of his purported landlord (Etima Kenneth Nsur). What could have informed the decision of the 2nd Plaintiff to exclude his purported landlord (Etima Kenneth Nsur) in preference for the deceased 1st Plaintiff? I take it that the 2nd Plaintiff was not sincere in this regard.

It is as clear as day light that the 1st Plaintiff is one Kenneth Nsur who by every stretch of imagination cannot be taken to be the same as Etima Kenneth Nsur. Exhibit L which is the purported letter of authority issued by Mr. Etima Kenneth Nsur cannot support the case of the 2nd Plaintiff. If indeed Etima Kenneth Nsur authorized the presentation of this case why was he not made a party?

Taking into account the peculiar circumstances of this matter I must remind myself that if the 2nd Plaintiff has put anything forward to show that he has been relating with the Defendant in his personal capacity there would be no need to join the estate of the deceased 1st

Plaintiff. If it has been shown on a simple note that the Defendant had previously received payment(s) from the 2nd Plaintiff that would have suffice to clothe him with the requisite locus standi to single handedly pursue this matter against the Defendant. But in this case the foundation of the suit is rooted in the estate of the late 1st Plaintiff. For the avoidance of doubt I shall refer to some of the documents annexed to the Originating Summons by the 2nd Plaintiff:

1. Exhibit B is statement of electricity bill for September, 2015 issued in the name of Mr. Kenneth Nsur (1st Plaintiff) with Meter No. 06250000215.
2. Exhibit C issued in 1st Plaintiff's name is proof of payment of electricity bill.
3. Exhibits D and J which are similar to exhibit B is the schedule of electricity bill for November, 2015 and August, 2016 respectively issued in the name of the 1st Plaintiff.

To further drive home this point I shall refer to the first and foundational question put forward by the Plaintiffs, to wit:

“Whether, in the light of Section 3(1) of Nigerian Electricity Regulatory Commission (Methodology for Estimated Billing) Regulations, 2012 and Section 8 of Nigerian Electricity Regulatory Commission's Meter Reading, Billing, Cash Collections and Credit Management

for Electricity Supply Regulations, 2007, the 1st Plaintiff who has a functional meter should be billed on estimated billing.

From the above question it is clear that this suit was filed principally on behalf of the 1st Plaintiff. The 2nd Plaintiff is simply an incidental party. The 2nd Plaintiff did not put anything forward to show or suggest that it has any direct dealings with the Defendant. In that case he ought to sue in conjunction with the estate of the late 1st Plaintiff. That would afford him the opportunity of canvassing his claims against the Defendant. Unfortunately the Court is helpless in this case. The sympathy of the Court cannot be extended to the 2nd Plaintiff on speculative ground. That is the bitter truth.

At the end of the day I declared that the 1st Plaintiff in the eye of the law does not exist having died before the presentation of this action. The implication of this finding is that the 2nd Plaintiff is the only Plaintiff in this matter.

Arising from the foregoing the question is whether the 2nd plaintiff now standing as the sole Plaintiff can maintain this action. I do not think so. Although the plaintiff has argued that a tenant can maintain an action in tort against a Defendant for wrongful ejection notwithstanding the absence of privity of contract the facts of this case is radically different. The claims of the Plaintiff is mainly founded on

breach of contractual and statutory obligations and not tenancy matter.

To further drive this point home it cannot be denied from the documents put forward by the Plaintiff that the late Kenneth Nsur was the only person known to the Defendant. If that be the case the Plaintiff ought to join the estate of his late landlord in order to confer the requisite locus standi on him. Having failed to do the needful I do not have any reason to depart from the Ruling of my learned brother Musa J. on the face of exhibit D1 attached to the notice of preliminary objection on locus standi. In reaching this inevitable conclusion His Lordship noted:

“From the affidavit evidence accompanying the preliminary objection of the Defendant/Applicant particularly paragraphs 5 and 6 of the said affidavit which the Court has examined, it has been observed that meter No.06250000215 with Account No.98-5416-2850-01 in the property in dispute was issued in favour of Mr. Kenneth Nsur which is clearly different from the name of the Plaintiff/Respondent in this suit.”

The Court therefore struck out the matter. Undoubtedly the Plaintiff instituted this suit in order to remedy the defect in the earlier one by joining his landlord. But on a rather unfortunate note it was his

deceased landlord that he made a party instead of the executor or administrator of the estate of his deceased landlord. To put it mildly the 2nd Plaintiff by this fundamental error is back to the status quo that led to the Ruling in exhibit D1. The point must be made that a good claim may be lost where fundamental irregularity is noticeable in the way and manner the Plaintiff presents such claim.

At the end of the day the preliminary objection is upheld and the Plaintiff's suit is stuck out for want of competence.

SIGNED
HON. JUSTICE H.B. YUSUF
(PRESIDING JUDGE)
18 /10/2019