

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT GUDU - ABUJA
ON THURSDAY THE 4TH DAY OF FEBRUARY, 2020.
BEFORE HIS LORDSHIP; HON. JUSTICE MODUPE R. OSHO-ADEBIYI
SUIT NO. CV/2678/2020

BETWEEN

AMBASSADOR JA'AFAR A. KOGUNA -----CLAIMANT

AND

ABIA STATE GOVERNMENT-----DEFENDANT

JUDGMENT

The Claimant filed a Writ of Summons dated 21st September 2020 under the undefended list seeking for the following:

- a. An Order of this Court directing the Defendant to forthwith pay the Claimant the sum of N7,500,000.00 (Seven Million Five Hundred Thousand Naira only) being the rent owed the Claimant by the Defendant.
- b. An Order of this Court directing the Defendant to pay the Claimant 10% of the judgment sum from the date of judgment till the judgment sum is fully liquidated.

Attached to the Writ of Summons is an affidavit of 5 paragraphs deposed to by Chidinma Eze, a litigation Secretary in the law firm representing the Claimant. From the facts deposed therein, it is the case of the Claimant that the Claimant and the Defendant entered into a tenancy agreement in respect of the Claimant's property located at no.8A, Nasir Abdul-Gamel Close, Off Asokoro General Hospital Road, Asokoro, Abuja. That a tenancy agreement was signed between the Claimant and the Defendant, for two years commencing on 1st June, 2014 to expire on 31st May, 2016 at the rent

of N7,500,000.00(seven Million, Five Hundred Thousand Naira only) per annum making a gross sum of N15, 000,000.00 (Fifteen Million Naira only) payable in advance. That the said tenancy expired on 31st May, 2018 and the rent fell in arrears on 1st June,2018 but when the Defendant refused to pay the accrued two years rent, the Claimant had to file Suit No. FCT/HC/CV/80/2019 to recover the rent for the said period. That this Honourable Court delivered its judgment on 4th March,2020 against the Defendant, and sequel to the said judgment, the Defendant paid the said arrears of rent as the judgment sum but it is yet to pay the post judgment interest that has accrued. That the Defendant's tenancy further expired on 31st May, 2020 and the Defendant has been in arrears since 1st June 2020. That the Claimant wrote a letter of demand to the Defendant for the payment of the arrears, but the Defendant has refused to pay the rent. That this application is for a liquidated sum and the Defendant has no Defence to this claim.

The Claimant in proof of his case, tendered the following documents as exhibits,

1. Tenancy agreement attached as Exhibit A.
2. A copy of the said judgment attached as Exhibit B.
3. Letter of Demand for Rent dated 19th August 2020 as Exhibit C.

The Defendant in this suit did not file a notice of intention to defend or an affidavit disclosing a defence on the merit, however, the Defence Counsel, E. C. Mba, Esq., informed the Court that Defendant has no desire to contest the claim as they are not in denial of the sum owed but asked for time to make the payment.The law is trite and well settled that facts admitted are no longer issues between the parties. See JITTE & ANOR VS. OKPULOR (2015) LPELR-25983 (SC).

I have examined that Claimant's Writ of Summons and the affidavit in support. The law is well settled that the undefended list procedure is

designed to secure quick justice and avoid the injustice likely to occur when there is no genuine defence on the merits to the plaintiff's case. The procedure is to shorten the hearing of a suit where the claim is for liquidated sum. In the case of **BEN THOMAS HOTELS LTD VS. SEBI FURNITURE COMPANY LTD (1989) LPELR – 769 (SC)** at page 21 Paras. D-F, Per AGBAJE J.S.C held thus:

“Under this rule once the defendant in an action on the undefended list fails to deliver the notice of defence and the affidavit and is not let in to defend, the plaintiff is entitled to judgement once the affidavit in support of the application for writ of summons shows that the defendant has no defence to the action”

The Claimant in my view, has shown by its affidavit and documentary evidence before the court, a fortiori as the Defendant has admitted the claim; the Claimant is therefore entitled to the payment of the outstanding rent owed by the defendant. This court would in the circumstance, enter judgement in favour of the Claimant in accordance with the relief sought. The case of the Claimant succeeds, and this Court hereby Order as follows;

1. That the Defendant pay the Claimant the sum of N7,500,000.00 (Seven Million Five Hundred Thousand Naira only) being the rent owed the Claimant by the Defendant on or before the 4th day of March 2021.
2. That the Defendant to pay the Claimant 10% interest of the judgment sum from the date of judgment till the judgment sum is fully liquidated.

PARTIES: Parties absent.

APPEARANCES: Bunyaba Lawan, Esq., with S. O. Okpanachi, Esq., for the Claimant. MbaEzinne, Esq., for the Defendant.

HON. JUSTICE MODUPE R. OSHO-ADEBIYI
JUDGE
4TH FEBRUARY 2021