IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
HOLDEN AT ABUJA
ON WEDNESDAY THE 11TH DAY OF MARCH 2020
BEFORE HIS LORDSHIP: HON JUSTICE O. A. ADENIYI
SITTING AT COURT NO. 14 APO – ABUJA

SUIT NO: FCT/HC/CV/753/2017

BETWEEN

1. STONEBRIDGE INTEGRATED FRONTIERS AFRICA LTD
2. DAGABBY NIGERIA LTD. } CLAIMANTS

AND

1. JANGSAN HANKUK CONSTRUCTION LTD.
2. KIM DUK YONG
3. YUCCEE OTAH UWAH } DEFENDANTS

JUDGMENT

The **Korean International Cooperation Agency (KOICA)** sponsored, through the 1st Defendant, a registered limited liability company, the establishment of Model schools for Primary and Junior Secondary education in Abuja, one of which was to be sighted at Plot 70 – 234, Cadastral Zone C00, Piwoyi, along

Airport Road, Abuja. In this regard, the 1st Defendant, *vide* subcontract agreement dated 24/06/2016, subcontracted to the 1st Claimant, some portions of the building works as contained in the Bill of Quantities. According to the 1st Claimant, she undertook 85% of the project but had to stop for failure of the 1st Defendant to pay her as agreed; and that by that time, the 1st Defendant owed her an outstanding sum of **₦12,666,720.00**; that when she demanded for this outstanding sum from the 1st Defendant, she responded by ejecting her from the site and locked up her store on the site where she claimed to kept her working instruments and other materials.

The Claimant further contended that it took the intervention of the officers of the Nigeria Police Force, to whom she lodged a complaint against the 1st Defendant for locking up her store on site, for her to

be able to recover some of her properties from the 1st Defendant's custody.

Being aggrieved of the 1st Defendant's continued refusal to pay the outstanding debt on the portion of the subcontract she had executed, the Claimants instituted the present suit, *vide* *Writ of Summons and Statement of Claim* filed in this Court on 16/03/2018, whereby the Claimants claimed against Defendants, jointly and severally, the reliefs set out as follows:

1. ***A declaration of this Honourable Court that the Subcontract Agreement entered on June 24, 2016 between the 1st Claimant and the Defendants is valid and subsisting.***

2. ***The sum of ₦12,666,720.00 (Twelve Million, Six Hundred and Sixty-Six Thousand, Seven Hundred and Twenty Naira) being the balance of ₦25,866,720.00 (Twenty-five Million, Eight Hundred and Sixty-Six***

Thousand, Seven Hundred and Twenty Naira) which the Defendants owed the Claimants.

3. ***The sum of ₦5,000,000.00 (Five Million Naira) for unlawful and illegal detention of the working equipment, tools and other valuables of the Claimants at the site of the Defendants since June, 2017.***

4. ***The sum of ₦1000,000,000.00 (One Hundred Million Naira) being general and exemplary damages for breach of contract between the 1st Claimant and Defendants.***

5. ***The sum of ₦5,000,000.00 (Five Million Naira) being the cost of Litigation.***

6. ***10% interest rate on the Judgment sum till same is liquidated.***

The Defendants denied the Claimants claim. They contended that contrary to the 1st Claimant's claim, she was the one owing the 1st Defendant the sum of

₦5,270,290.00 and by their *Statement of Defence* and *Counter Claim* filed on 04/06/2018, the Defendants counter claimed against the Claimants as follows:

1. ***The sum of ₦5,270,290.00 (Five Million, Two Hundred and Seventy Thousand, Two Hundred and Ninety Naira) only being money due and owed by the Respondent to the Counter-Claim to the Counter-Claimants/Defendants.***

2. ***The sum of ₦1,150,000.00 (One Million, One Hundred and Fifty Thousand Naira) only as special damages for the loss incurred due to the supply and installation of fake materials by the Respondent to the Counter-Claim on the Counter-Claimants/Defendants project site and the repairs thereof.***

3. ***The sum of ₦50,000,000.00 (Fifty Million Naira) only being general and exemplary damages for breach of contract between the Respondent to the Counter-Claim and the Counter-Claimants/Defendants.***

4. ***The sum of ₦20,000,000.00 (Twenty Million Naira) only being the cost of litigation and soliciting fee.***

5. ***15% interest rate on the judgment sum until same is liquidated.***

At the plenary trial, the Claimant called two witnesses. Her Managing Director, by name, **Benjamin Yakubu**, testified as the **CW1**. To support his testimony on oath, he tendered a total of **thirteen (13)** sets of documents in evidence as exhibits.

The **CW2** is **Emmanuel Adagbonyin**, a plumber who worked for the 1st Claimant at the 1st Defendant's site. Both witnesses were duly cross-examined by the Defendant's learned senior counsel.

For the Defendants, the 3rd Defendant testified. He did not tender any documents in evidence. He was also extensively cross-examined by the Claimants' learned counsel.

In the final address filed on behalf of the Defendants on 13/10/2019, their learned senior counsel, **A. A. Ibrahim, Esq., SAN,** formulated two issues as having arisen for determination in this suit, namely:

1. ***Whether there exists a subsisting and valid contract between the Claimants and the Defendants?***

2. ***Whether on the preponderance of evidence before this Honourable Court, the Claimants have proved their case to be entitled to the reliefs sought.***

In turn, the Claimants filed their written final address on 06/12/2019. Their learned counsel, **Confidence O. Igboanugo, Esq.,** raised four issues as having arisen for determination in this suit, namely:

1. ***Whether there exist a valid and subsisting contract between the Claimants and the Defendants?***

2. ***Whether the forceful eviction, unlawful and illegal detention of the working instrument, tools and other valuables of the Claimants does not amount to***

infraction of their rights and thereby entitling them to damages?

3. ***Whether having regard to the pleadings and evidence, the Claimants have proved their case to be entitled to the reliefs sought?***

4. ***Whether having regard to the pleadings and evidence, the Defendants have proved their counter-claim?***

I shall proceed to determine the totality of the issues as set out by respective learned counsel together. In determining these issues, I have also taken cognizance and due benefits of the totality of the arguments canvassed by the respective learned counsel for the opposing sides, to which I shall make reference as I proceed with this judgment.

PRELIMINARY ISSUES

As a preliminary point, it is pertinent to note that the Claimants failed to file a defence to the Defendants *Counter-Claim*, the effect of which is that the Claimant has admitted the case put forward by the Defendants in their *Counter-Claim*. This issue shall be further considered as I proceed in this judgment.

I again note the contention of the Defendants' learned senior counsel that the 2nd Claimant is a stranger to the present suit in that she is not a party to the subcontract between the 1st Claimant and the 1st Defendant; and as such cannot maintain any action under the contract against the Defendants on the basis of the subcontract.

I agree with the submissions of the Defendants' learned counsel in this regard. The evidence on record shows that indeed there is no privity of contract between the 2nd Claimant and the 1st Defendant in this action. The doctrine of privity of contract denotes that a contract cannot confer rights or impose obligations

arising therefrom on any person except parties to it. In other words, a stranger cannot acquire rights or incur obligations arising from a contract to which he is not a party. See *Rebold Industries Ltd. Vs. Magreola & Sons [2015] LPELR-24612(SC); Reichie Vs. Nigerian Bank for Commerce and Industry [2016] LPELR-40051(SC).*

In the present case, it is not difficult to find that the only parties to the contract in contention, tendered in evidence by the CW1, **Exhibit C1**, are the 1st Defendant (referred to as Party "A") and the 1st Claimant (referred to as Party "B"), on the face of the document.

For the 2nd and 3rd Defendants, they were joined in the action simply because they were the Managing Director and Director respectively of the 1st Defendant and no more.

Effectively, therefore, the trio of the 2nd Claimant, 2nd and 3rd Defendants are indeed strangers to this suit.

Their presence is a distraction. Pursuant to the powers of this Court, exercisable by virtue of **Order 13 Rule 18(1)** of the **Rules** of this Court, I hereby strike out the names of the 2nd Claimant, 2nd and 3rd Defendants from this suit. From this point onward the 1st Claimant and the 1st Defendant/Counter-Claimant shall be referred to simply as the Claimant and the Defendant/Counter Claimant.

RESOLUTION OF ISSUES

Parties are *ad idem* that they both entered into a subcontract on 24/06/2016. It is admitted in evidence as **Exhibit C1**. According to the subcontract, it is for the establishment of Model schools for Primary and Junior secondary education in Abuja, Nigeria. The construction site for the contract is at Plot 708 and 234, Cadastral Zone, C00, FCT, Abuja.

According to **Exhibit C1**, the aspect of the subcontract awarded to the Claimant was the mechanical works at a total value of **₦42,000,000.00**; with commencement date set down for 24/06/2016 and completion date, 30/08/2017.

It is further agreed between the parties that the Defendant shall pay to the Claimant an advance payment sum of **₦4,200,000.00**, representing **10%** of the subcontract value, within **seven (7) days** of signing the subcontract.

The **CW1** further tendered in evidence as **Exhibit C2**, Bill of Quantities containing the details of the works to be done comprising of Sanitary Appliances/Fittings; Internal and External Water Supply Pipes and Fittings; Internal and External Drainage Pipes/Fittings; Fire Fighting Systems; and Air Conditioning and Ventilation System, all at a total cost of **₦42,000,000.00** as also specified in the subcontract, **Exhibit C1**.

It is the case of the Claimant, as the **CW1** testified that after the Claimant studied the Bill of Quantities handed down by the Defendant, it was discovered that the Bill had a shortfall of some needed materials as a result of which, according to him, parties agreed that payment shall be made to the Claimant on monthly basis upon monthly assessment and evaluation of materials installed and work done on site.

The Defendant admitted that this arrangement was indeed adopted. I make reference to the averments in *paragraphs 9 and 10* of the *Statement of Claim* which the Defendant unequivocally admitted in *paragraph 6* of the *Statement of Defence*.

It is the case of the Claimant that this state of affairs, by which the Defendant continued to pay the Claimant in bits for the subcontract continued until April, 2017, when the Claimant claimed to have completed all the piping works at the site, constituting over 85% of the

subcontract; and that at this stage, she wrote to the Defendant to inform her of the completion of piping works on the site; that the Defendant stopped to make any further payments to her.

The **CW1's** testimony is further that the Claimant continued to press for payment of work already done on site and that the Defendant, in order to avoid payment, insisted on a joint re-inspection of the jobs done by the Claimant, which was undertaken from 31/05/2017 to 01/06/2017; that on the basis of this exercise, it was agreed by both parties that so far the Claimant had undertaken jobs worth ₦25,866,720.00; out of which the Defendant had already paid the sum of ₦13,200,000.00, leaving a balance of ₦12,666,720.00 to be settled. The **CW1** tendered as **Exhibit C7**, the report of the outcome of the joint re-inspection, containing the details of the sums stated in the foregoing.

The **CW1** further testified that when the Defendant refused to pay the agreed outstanding amount, the Claimant sent the letter dated 27th June, 2017, copy of which is admitted as **Exhibit C8**, to the Defendant, seeking to be paid the said outstanding balance of ₦12,666,720.00; and that it was when the Defendant received the letter, **Exhibit C8** that she ejected the Claimant from the site.

The case made out by the Defendant on the other hand in her *Statement of Defence* was that the subcontract was cancelled by mutual consent on 06/09/2016. However, no evidence whatsoever was adduced by the erstwhile 3rd Defendant, who testified for the Defendant, to support the averment of mutual cancellation of the contract as contended in paragraph 27 of the *Statement of Defence*.

It is further to be noted that even though in *paragraphs 29 – 34* of the *Statement of Defence*; the Defendant

admitted that a re-inspection of the job done by the Claimant was carried out on site and that it was found that the total amount paid to the Claimant was the sum of ₦13,200,000.00, but that out of the said sum, the Defendant had over paid the Claimant with the amount of ₦5,270,290.00 for work yet to be undertaken by the Claimant. However, the Defendant failed to give any evidence whatsoever in rebuttal of the contention of the Claimant in *paragraphs 28 – 29* of the *Statement of Claim*.

However, under cross-examination by the Defendant's learned senior counsel, the **CW1** made more interesting revelations. He admitted that the total contract sum was ₦42,000,000.00 as contained in the subcontract, **Exhibit C1** and the Bill of Quantities, **Exhibit C2** respectively. He further agreed that this sum comprises costs of sanitary, fire fighting systems equipment, Air

Conditioners and Ventilation equipment and installation.

The **CW1** further admitted that as contained in **Exhibit C2**, the cost of Ventilation is ₦10,703,000.00; that the cost of Air Conditioners for the Secondary School is ₦11,226,000.00; that the total cost of Sanitary fittings was ₦5,600,000.00; that the total cost of the fire fighting systems was ₦7,560,000.00; that these costs were part of the total contract sum of ₦42,000,000.00; and that the Claimant did not undertake any of these aspects of the contract, which, according to him, totalled the sum of ₦35,089,000.00, before the same was terminated.

The **CW1** further admitted, still under cross-examination, that the total amount paid by the Defendant to the Claimant was the sum of ₦13,200,000.00.

The **CW1** further admitted that he was the one that did the compilation and computation of figures in **Exhibit C7** and that the computation was not jointly signed by the two parties.

Under further cross examination, the **CW1** was further shown **Exhibit C10**, letter written by the Defendant to the Claimant to demand refund of the sum of ₦5,192,442.00 paid to the Claimant for job not done, he admitted to have received the letter.

Now, the inferences and conclusions to be drawn, from the evidence elicited from the **CW1** under cross-examination by the Defendant's learned senior counsel is that it was impossible for the Claimant to have undertaken about 85% of the contract when the volume of work he admitted was yet to be undertaken and their costs outweighed the work he admitted to have done. I so hold.

Furthermore, the **CW1** admitted that no one signed the report of inspection, **Exhibit C7**. The position of the law in that regard is that an unsigned letter or document that required to be signed is useless and will not be accorded any probative value. See *Garuba Vs. K. I. C. Ltd. [2005] 5 NWLR (Pt. 917) 160* and *Ojo Vs. Adejobi [1978] NSCQR 261.*

The **CW1's** admission that the Claimant received the Defendant's letter of demand for refund of ₦5,192,442.00 of which there was no official response, is a technical admission that indeed she owes the Defendant the said sum. The position of the law in this regard is that where a party fails to respond to a business letter which by the nature of its contents requires a response or a refutal of some sort, the party will be deemed to have admitted the contents of the letter. See *Gwani Vs. Ebule [1990] 5 NWLR (Pt. 149) 201; Trade Bank Plc Vs. Chami [2003] 13 NWLR*

(Pt. 836) 158; Zenon Petrol & Gas Vs. Idrissiya Ltd. [2006] 8 NWLR (Pt. 982) 221; Nagebu Co. (Nig.) Ltd. Vs. Unity Bank Plc. [2014] 7 NWLR (Pt. 1405) 42; In-Time Connection Ltd Vs. Mr Janet Ichie [2008] LPELR-8772 (CA).

On the basis of the foregoing analysis of the state of the evidence on record, it is glaring that the Claimant has failed to establish how she came about the computation of the amount stated in the letter, **Exhibit C8**, as owing to her by the Defendant; and also that it could not have been the true position that she had completed 85% of the contract as stated in the letter, in view of the admissions of the **CW1** under cross-examination. On that basis, I hold that the Claimant has failed to establish her entitlement to **relief (2)** of her claim.

I have also noted the incongruity in **reliefs (1)** and **(4)** claimed by the Claimant in this suit. On the one hand,

she seeks declaration that the subcontract is still valid and subsisting; whereas on the other hand, she seeks damages for breach of contract. Both reliefs cannot co-exist and grantable in the same action.

Again, my finding is further that the letter, **Exhibit C10**, tendered by the **CW1**, is indeed an admission against the Claimant's interest. In the letter, the Defendant stated that the contract had been cancelled on 06/09/2016. The Claimant did not officially respond to the letter to deny that the subcontract had not been cancelled or that the Defendant's claim that she had the sum of ₦5,192,442.00 to refund to the Defendant from monies advanced to her was false.

I have also noted that clause 11 of the subcontract makes provision for either party to terminate the contract on grounds of failure to meet any terms of the contract. Indeed, the Defendant pleaded in *paragraph 27* of the *Statement of Defence*; and in *paragraphs 14*

and 15 of the *Counter-Claim* that the contract was mutually terminated on 06/09/2016 and that both parties signed the said document of termination.

As I had noted earlier on, the Claimant neither filed a *Reply* to the *Statement of Defence* or a defence to the *Counter-Claim*. The legal implication is therefore that the Claimant is deemed to have admitted the contention that the contract was mutually terminated on 06/09/2016; and that subsequently, the Defendant began to deal with the Claimant on individual basis. In this state of the pleadings, it is trite that the Defendant had no further obligation to prove facts already deemed admitted. I so hold.

I dismiss the arguments of the Claimant's learned counsel that the **DW1** failed to tender the said letter of mutual termination of the contract as untenable. The trite position of the law is that a party owes no further legal duty to adduce evidence in proof of what in law

is presumed admitted by the adverse party. See *Obijiaku Vs. Offiah [1995] 7 NWLR (Pt. 409) 510; N.P.C.G.E. Ltd. Vs. Roche (Nig.) Ltd. [2006] All FWLR (Pt. 322) 1542.*

On the basis of the state of the uncontroverted facts pleaded by the Defendant in her *Counter-Claim*, I must further hold that the claim of Claimant that the subcontract was still subsisting or that the same was breached by the Defendant cannot be sustained in the circumstances.

Now the Claimant has further claimed from the Defendant, the sum of ₦5,000,000.00 (Five Million Naira) only. The **CW1** testified that after the Defendant received her letter of 27/06/2017, **Exhibit C8**, by which she made certain payment demands, the Defendant proceeded to eject her from the site, locked up the Claimant's office and store on the site, where she kept her official documents,

common seal, working instruments/tools, samples of plumbing materials and other valuable materials.

The **CW1** further testified that as a result of the Defendant's refusal to allow the Claimant access to her site office, she reported the matter at the Lugbe Divisional Police Station; and also subsequently petitioned the Inspector General of Police; and that on 26/01/2018, officers of the Nigeria Police Force, in company of representatives of the Claimant and the Defendant revisited the site and the Claimant recovered some of her items seized by the Defendant since June, 2017; that in the process of recovering her items, the Claimant discovered that some of her items were missing; and that the recovered items were released to the Claimant on bond by the Police.

The **CW1** tendered in evidence as **Exhibits C9** series, list of items in the site office; list of missing items and list of recovered items. The **CW1** further tendered as

Exhibits C13 and **C13A** respectively, photographs taken of the Claimant's items purportedly recovered from the site.

It is noted that the Defendant, in *paragraph 35* of her *Statement of Defence*, admitted to double-locking the said site office. This averment is in fact confirmed by the picture tendered in evidence by the **CW1, Exhibit C13A**, showing images of the double padlocks at the entrance door of the site store.

The Defendant, again, in *paragraph 50* of her *Statement of Defence*, admitted that the Claimant recovered her items on site but denied that any items were missing.

Whilst being cross-examined by the Claimant's learned counsel, the erstwhile 3rd Defendant testified further as follows:

> ***"The 1st Claimant was given a space in the 1st Defendant's office. ... What we did was to add our***

own padlock to lock the office in addition to the 1st Claimant's padlock. ... I can see Exhibit C13 and C13A now shown to me. Both the 1st Claimant's padlock and our's are shown on Exhibit C13A."

From the state of the pleadings and evidence on record in this regard, what is clearly established is that the Defendant denied the Claimant access to her properties kept in the site office, from 27 June, 2017 when she double-locked the store, up until 26 January, 2018, when, upon the intervention of the Police, the store was opened. I so hold.

It is thus not difficult to make a finding here that the Claimant has clearly made out a case of the tort of detinue against the Defendant in the circumstances. Detinue has been described as a possessory action for recovery of property unjustly detained. It is an action, which lies for the recovery of property from one who acquired possession of it but retains the same

wrongfully, illegally or without right, together with damages flowing from or for the detention. See *Kosile Vs. Folarin [1989] 3 NWLR (Pt. 107) 1.*

The incidence of an action in detinue was further explained by the Supreme Court in *Enterprise Bank Ltd. Vs. Deaconess Florence Bose Aroso & Ors. [2014] 3 NWLR (Pt. 1394) 256*, **per Rhodes-Vivour, JSC** @ 298, as follows:

> ***"I must explain the correct position of the law on detinue. The essence of detinue is that the defendant holds on to property belonging to the plaintiff and fails to deliver the property to the plaintiff when a demand is made. The goods must be in the custody of the defendant at the time the demand for them is made before an action in detinue can succeed. The cause of action in detinue is the refusal of the defendant to return the goods to the plaintiff after the plaintiff must have made a demand for them."***

It is thus crucial that for an action for detinue to succeed, there must be evidence that the Claimant made a demand for the return of her goods from the Defendant; which demand was refused.

The testimony of the **CW1** in this regard is at *paragraphs 42 and 46* of his *Statement on Oath* where he states as follows:

> ***"42. That the Defendants deprived the Claimants of its belongings at the Site and denied the Claimant's access to its office and store which was built by the Claimant at the Site for the purpose of performing the contract between the Claimant and the Defendants.***
>
> ***46. That while the Defendants continued to unlawfully detained (sic) and/or seized (sic) the Claimant's documents, working tools and other valuables, the Claimants further petitioned Inspector General of Police for intervention which case of***

criminal assault, conspiracy and unlawful seizure is ongoing."

The position of the law with regards to the need for demand for the seized chattels was clearly made by the Court of Appeal in *Geonnasons Pharm. Ltd. Vs. Edheku [2007] 14 NWLR (Pt. 1055) 423*, where it was held as follows:

"...in a claim for detinue in addition to proving that the detention of the chattel is wrongful, the plaintiff is required to establish that he had demanded for the return of the chattel but the defendant refused to return it for no justifiable reason. ... This case reinforces the view that a demand for the return of the detained item must precede an action in detinue."

In the instant case, even though the Defendant has not adduced any evidence to lawfully justify her action of denying the Claimant access to her properties in her custody at the site office; however, from the evidence

on record, there is nothing to suggest that the Claimant ever made a formal demand from the Defendant, the opening of the site store in order for her to retrieve her properties, before proceeding to report the case to the Police or before filing this action. I so hold.

The conclusion of the Court on this point is therefore that even though it is found as a fact that the Defendant unlawfully denied the Claimant access to her properties in her custody; however, the Claimant's claim for damages for unlawful detention of her working equipment, etc, shall regrettably fail for her failure to establish that a demand was made for access to her properties which demand the Defendant refused.

In totality, the final conclusion of the Court is that the Claimant has failed to lead credible evidence in support of the reliefs claimed against the Defendant in this action. Accordingly, it is the judgment of this Court

that the Claimant's claim is unmeritorious. It shall be and it is hereby dismissed.

RESOLUTION OF THE COUNTER-CLAIM

With respect to the Defendant's *Counter-Claim*, the trite position of the law is that where a claimant fails to file a defence to properly traverse the material averment in the *Counter-Claim*, then there will be no issues joined between the parties on the subject matter of the counter claim, and the allegation contained in the counter claim will be regarded as admitted; particularly where the claimant's main claim fails. See *Nigerian Housing Development Society Limited Vs. Yaya Mumuni [1972] 2 SC 57 @ 58 – 86; Maobison Inter-Link Associated Ltd. Vs. U.T.C. Nigeria Plc. [2013] LPELR-20335(SC)*.

In the present case, the Claimant's claim had been found to be unmeritorious and has thus been dismissed.

In effect therefore, her failure to file any defence whatsoever to the *Counter-Claim* renders the same as having been admitted. I so hold. See *Ogbonna Vs. AG Imo State [1992] 1 NWLR (Pt. 647) 698*.

With respect to the Defendant's *Counter-Claim* for refund, I adopt the earlier finding of the Court in the foregoing that the Claimant's failure to challenge the document, **Exhibit C10**, which her witness tendered, is fatal to her case and rendered the Defendant's demand in the said letter valid. Accordingly, I hereby hold that the Defendant/Counter-Claimant has established her entitlement to **relief (1)** of her *Counter-Claim*.

With respect to **relief (2)** of the *Counter-Claim*, the Defendant clearly enumerated in *paragraph 32* thereof, how she came about the amount of ₦1,150,000.00 claimed as special damages for the loss purportedly incurred due to supply and

installation of fake materials at the project site. The Claimant failed to deny this claim. As such the Defendant is discharged of burden to establish entitlement to same by evidence. I so hold.

With respect to the Defendant/Counter-Claimant's claim for the sum of ₦50,000,000.00 general and exemplary damages for breach of contract, the finding of the Court earlier on in this judgment is that the contract was cancelled by mutual consent in September, 2016. As such the claim for damages for breach cannot be maintained or sustained. I so hold.

In the final analysis, I hold the Defendant/Counter-Claimant's *Counter-Claim* succeeds in part. For avoidance of doubts and abundance of clarity, I hereby enter judgment in favour of the *Counter-Claimant* as follows:

1. ***The Claimant/Defendant to Counter-Claim shall pay to the Defendant/Counter-Claimant, the sum***

of ₦5,270,290.00 being money overpaid by the Defendant/Counter-Claimant to the Claimant/Defendant to Counter-Claim with respect to the subcontract agreement between the two parties.

2. ***The Claimant/Defendant to Counter-Claim shall pay to the Defendant/Counter-Claimant the sum of ₦1,150,000.00 as special damages for losses incurred by the Defendant/Counter-Claimant due to the shoddy execution of subcontract awarded to the Claimant/Defendant to Counter-Claim.***

3. ***I make no orders as to costs.***

OLUKAYODE A. ADENIYI
(Presiding Judge)
11/03/2020

Legal Representation:

Confidence O. Igboanugo, Esq. – *for the Claimant*

A. A. Ibrahim, Esq., SAN – (with **Andrew Apeh, Esq.; I. E. Inyang (Miss); A. C. Ude (Miss); G. N. Peter (Miss); M. A. Shafi, Esq.; E. J. Effiong (Miss) & I. B. Tobechukwu (Miss)**) – *for the Defendant*