

**IN THE HIGH COURT OF JUSTICE OF THE  
FEDERAL CAPITAL TERRITORY ABUJA  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT JABI – ABUJA**

**BEFORE: HON. JUSTICE O.C. AGBAZA**

**COURT CLERKS: UKONU KALU & GODSPOWER EBAHOR**

**COURT NO: 11  
SUIT NO: FCT/HC/CV/492/18**

**BETWEEN:**

**NICON INSURANCE LTD.....APPLICANT**

**AND**

**BRIGHT HOUSE ESTATE LIMITED.....RESPONDENT**

**RULING/JUDGMENT**

Sequel to leave of the Hon Chief Judge FCT, to consolidating the two (2) Suit FCT/HC/CV/492/18 and M/2987/19 before this court, and after leave of court to regularize the pending Motions was granted on 2/3/2020, the applications of the parties were taken together. The first application being CV/492/18 – An Order to set aside Arbitral Award and the 2<sup>nd</sup> M/2987/19 – An Order recognizing and enforcing the Arbitral Award, which are now subject of this Ruling.

I shall proceed to deal with the first application, CV/492/18 seeking for An-Order to set aside.

The Applicant in CV/492/19, by an Amended Originating Motion, is praying the court for the following reliefs:-

- (1) A Declaration that the Arbitral Award of Professor Paul Obo Idornigie, SAN, PHD, FCIS FCIA Arb (UK); C. Arb published on the 6<sup>th</sup> November, 2018 in the Arbitration between Bright House Estate Limited Vs Nikon Insurance Limited is not binding on Nikon Insurance Limited (the Applicant herein).
- (2) An Order of this Hon. Court setting aside the Arbitral Award of Professor Paul Obo Idornigie SAN, PHD, FCIS, FCI Arb (UK), C Arb published on 6<sup>th</sup> November, 2018 between Bright House Estate Limited and Nikon Insurance Limited.
- (3) And for such further or other order as this Hon. Court may deem fit to make in the circumstance.

The grounds upon which this application is predicated are as follows:

- (i) The Applicant and the Respondent entered a Sale Agreement with an Arbitration Clause on 6<sup>th</sup> November, 2014.
- (ii) On 28<sup>th</sup> October, 2016, the Respondent issued a Notice of Arbitration based on an alleged dispute pursuant to the contract of sale.
- (iii) The Applicant challenged the Arbitration on the ground that a cause of action had not crystalized in the light of the Contract of Sale, Deed of Assignment and Deed of Indemnity. A cause of action has not arisen to invoke the jurisdiction of the Arbitral

Tribunal as it relates to the Deed of Indemnity, Contract of Sale and Deed of Assignment.

- (iv) On 6<sup>th</sup> November, 2018 the Arbitration Tribunal through the sole Arbitrator Professor Paul Obo Idornigie SAN, PHD, FCIS, FCI Arb (UK) published the substantive award against the Applicant in favour of the Respondent.
- (v) The Arbitral Tribunal had no jurisdiction to grant the Arbitral Award of 6<sup>th</sup> November 2018 as it did as the cause of action had not crystallized.
- (vi) The decision of the tribunal contains matter which could not have been lawfully submitted to Arbitration as at the time of Arbitration.
- (vii) The Arbitrator misconducted himself by misconstruing the legal effect of the indemnity clause in the Contract of Sale, Deed of Assignment and Deed of Indemnity to assume jurisdiction to grant the Arbitral Award.
- (viii) The scope of submission to the Arbitral Tribunal was on the allegation of breach of contract by the Applicant herein. The Respondent was unable to establish breach of contract. The sole Arbitrator was unable to find a breach of contract based on the contract of sale, Deed of Assignment and Deed of Indemnity.

- (ix) That the Arbitrator ought to have held no cause of action had crystallized to warrant the invocation of the Deed of Indemnity or the indemnity clauses in the Deed of assignment and contract of sale.

In support of the application, is an 18 paragraph affidavit, sworn to by one Mohammed Alih Esq, with attached Exhibit marked as A-i. Also filed is a Written Address in urging the court to grant the reliefs.

Consequent upon leave of court granted to the Applicant on 2/3/2020 filed a Reply on point of law, adopts same in urging the court to grant the reliefs.

In opposition, the Respondent filed a 7 paragraph counter-affidavit to the Applicant's Amended Originating Motion filed on 31/10/19, sworn to by Sylvia Ofoegbu on 7/11/19, also filed is a Written Address in urging this court to dismiss this application of the Applicant.

In the Written Address, settled by Olumide Olujinmi, three (3) issues was formulated for determination;

- (a) Whether the sole Arbitrator had the jurisdiction to make a binding award on the Applicant where the Applicant has not specifically breached any terms of the Contract of Sale, Deed of Assignment and Deed of Indemnity (Agreements)?
- (b) Whether the error of the sole Arbitrator in considering facts not stated in the Agreement has not led to a misconduct by the sole Arbitrator and thereby occasioning a miscarriage of justice?

(c) Whether the award of the sole Arbitrator published on 6<sup>th</sup> November, 2016 is not liable to be set aside?

Arguing the three (3) issues together, the Applicant Counsel, Olumide Olujinmi Esq, relying in Sections 29 (1) (2) of the Arbitration and Conciliation Act, LFN, 2004 and Sections 30, submits that a party who is aggrieved may apply to set aside an Arbitral Award within the stipulated time, subject to the Provision of Section 29 (2) of the Act. In this instant case, the Applicant contends that on a careful perusal of the Final Arbitral Award published on 6<sup>th</sup> November, 2018, by the sole Arbitrator, which is Exhibit "H", relied by the Arbitrator in his award on the Clause 7 of Exhibit "A" in reaching his decision is not only outside the submission of both parties at the Arbitral Tribunal, upon which the Arbitrator misdirected himself in reaching the said final award, but also that the final award – Exhibit "H" cannot be binding on the grounds that the tribunal lacked jurisdiction to grant the award of 6/11/2018.

In summary, the Applicant, contends that granted that the transaction is based on three Agreements, Contract of sale, Deed of Assignment and Deed of Indemnity leading to the Arbitration, with specific Clauses creating obligations on the parties, that in all there is no proof that the Applicant breached any of these Clauses of the Agreement warranting the invocation of the said Clauses, forming the basis for the Award Tribunal to rely on the reaching or granting the final award; hence this application for an order setting aside this Final Award of 6<sup>th</sup> November, 2018. In support of this submission Applicant Counsel, referred this court to several judicial authorities to buttress in their submission and in urging the court to so hold.

See Dantata Vs Mohammed (2000) 7 NWLR (PT.664) 176; Ogunseye & Ors Vs The Registered Trustees of World Mission Agency Incorporated & Ors (2017) 42767 (CA) 21 – 22 B – B; Setundem Vs Govt Lagos State (2006) ALL FWLR (PT. 311) 1858 & 1887; Agbareh Vs Mimra (2008) 2 NWLR (PT. 1071) 387 @ 4141 H – 415 H; A.D.H. Ltd Vs Amalgamated Trustees Ltd (2007) ALL FWLR (PT. 392) 1781 @ 1807, E.F., 1808 A – B.

In the Written Address of the Respondent, settled by Joyce .K. Adeyele Esq only two (2) issues were formulated for determination;

- (1) Whether the Applicant can be heard to claim that the Arbitral Award of the sole Arbitrator who heard parties and considered all their submission on facts and law is not binding on it.
- (2) Whether the Applicant has shown any valid ground(s) to warrant setting aside the Arbitral Award as sought by the Applicant.

On issue 1, the Respondent whilst conceding that by Section 29 (2) of Arbitration Conciliation Act (ACA), an Applicant may apply for an Arbitral Award to be set aside, can only succeed if that Applicant shown that the decision was outside the scope of the issues submitted to it for determination. That in this instance the Applicant has failed woefully to do so. Further contends that the parties voluntarily entered into the Agreement and submitted their dispute to the Arbitration, therefore decision of the Arbitral Award is binding on the Applicant, who cannot at this stage, resile from it. Finally, on this issue, submits that the Applicant has failed to provide sufficient evidence to warrant the granting of this relief 1 of the Amended Originating Motion. In support of their contention on this issue 1, referred

the court to the following judicial authorities, R.M.A. & F.C. Vs U.E.S. Ltd (2011) 9 NWLR (PT.1252) 379 @ 407 Para E – F; ARTRA Industries (Nig) Ltd Vs Nigerian Bank for Commerce And Industry (1998) 4 NWLR (PT. 546) 357 @ 376 Para E; Triana Ltd Vs U.T.B. Plc (2009) 12 NWLR (PT. 1155) 313 @ 343 Para G – H. A.G. Rivers State Vs A.G. Akwa Ibom State (2011) 8 NWLR (PT.1248) 31 @ 84 Para B – C; E-F; Adamen Publishers (Nig) Ltd Vs Abuhmen (2016) 6 NWLR (PT.1509) 431 @ 463 Para D – H; Ogah Vs Ikpeazu (2017) 17 NWLR (PT.1594) 299 @ 336 – 337 Para G – A.

On issue 2, relying on Sections 29 and 30 of Arbitration & Conciliation Act, which gives powers to an Applicant to apply to set aside an award, if the Arbitrator acted outside the scope of the parties, submits that the success of such an application has on sufficient evidence showing those facts of misconduct. That in the instance, the Applicant has failed to do so. Further urge the court to take a perusal of this Arbitral Award, will find that the Arbitral Tribunal considered all the issues before it in reaching a decision. In summary, submits that the Applicant has failed to show that the sole Arbitrator has acted outside the scope of the parties, and that all issues as contained in entire contract documents was considered by the Arbitral Tribunal who acted within the scope of reference by the parties. Finally, that there is no error on the face of the award, suggestive that the award be set aside. In support of their submission on issue 2, Respondent Counsel referred the court to the following judicial authorities; Aye-Fenus Ent Ltd Vs Saipem (Nig) Ltd 2 NWLR (PT. 1126) 483; Mutual Life & Gen Ins. Ltd Vs Itheme (2014) 1 NWLR PT. 1389 670 @ 698 – 699; Nitel Ltd Vs Okeke (2017) 9 NWLR (PT. 1571) 439 @ 474 Para A – B, Baker Margine (Nig) Ltd Vs

Chevron (Nig) Ltd (2000) 12 NWLR (PT. 681) 393 @ 407 Para A; Ebokan Vs Ekwenibe & Sons Trading Co. (2001) 2 NWLR (PT. 696) 32 @ 43 Para G – H; Arbico Ltd Vs Nigeria Machine Tools (2002) 15 NWLR (PT. 789) 1 @ 32 Para F. Omega Bank Plc Vs O.B.C. (2005) 8 NWLR (PT. 928) 547 @ 574 – 575 Para H – A.

In replying on point of law dated 27/11/19, by the Applicant, No issues was formulated, by the said reply, the Applicant merely restated their earlier submission to buttress their earlier submission in urging this court to grant their reliefs sought.

Having carefully considered the submission of both counsel and the Statutory and Judicial authorities cited, this court shall adopt the three (3) issue formulated by the Applicant counsel in the determination of this application.

- (1) Whether the sole Arbitrator had the jurisdiction to make a binding award on the Applicants where the Applicant has not specifically breached any terms of the Contract of Sale, Deed of Assignment and Deed of Indemnity?
- (2) Whether the error of the sole Arbitrator in considering facts not stated in the agreement has not led to a misconduct by the sole Arbitrator and thereby occasioning a miscarriage of justice?
- (3) Whether the award of the sole Arbitrator published on 6<sup>th</sup> November, 2018 is not liable to be set aside?

These three issues encapsulate issue 1 and 2 of the Respondent in their Written Address.



On issue 1, the issue borders on jurisdiction, and it is settled law that jurisdiction is the life wire of any adjudication and where the court does not have it, all actions taken in the matter, amounts to a nullity. See *Madukolu Vs Nkemdihim* (1962) 2 SCNCR 341. In this instance, the challenge of jurisdiction by the Applicant, is based on the facts as claimed that there has been no breach of any of the terms of the Contract Agreement. To determine this issue, in my view, is to have a holistic view of the documents, that is the processes as contained in this application, and Exhibit "A", "B", "C", "D" and "H". It is settled law, that the court is empowered to do so. See *Agbareh Vs Mimra* (2008) 2 NWLR (PT. 1071) 378.

It is settled that by Clause 16 of Exhibit "A" Contract of Sale, signed by both parties, it is agreed that where any dispute arise the matter should be referred to a single Arbitrator; this is the case in this instance.

The very vexed issue of the Applicant is that there was no breach of contract resulting from the agreements – Exhibits "A", "B", and "C", warranting the final award granted by the Arbitral Tribunal. Again to determine this, recourse must be had to the processes before the court, in particular the Exhibits "A", "B", "C" and "H". While, the Applicant contends that these Clauses, the basis of the Award does not give rise to a breach of any of the Terms, the Respondent submits that consequent upon the event of the Respondent not been able to enjoy peaceable possession, a breach of those terms has occurred and giving rise to a cause of action. By a community reading of the said Clause 7, 8 along with the Indemnity Clause with Clause 10 of the Deed of Assignment is clearly, in my view, the basis of the Arbitrator's reasoning along the long line of judicial authorities to make the

award so published. See Paragraph 165 of page 45 of the Exhibit "H", copiously copied out by the Applicant of the Arbitrator's reasoning leading to award. It must be stated that the parties having submitted themselves to an Arbitrator on the complainant raised, it would be incestuous for one party to challenge it on its face. See the A.G. River State Vs A.G. Akwa Ibom State (2011) 8 NWLR (PT. 1248) 31 @ Pg 83 Para B – C (Supra). It is also settled law that parties are bound by the Terms entered into freely by them. See Artra Industries (Nig) Ltd Vs Nigerian Bank for Commerce And Industry (Supra). Having carefully considered the entire processes – Clause 7, 8 of Exhibit A, Exhibit "B" along with Clause 10 of Exhibit "C" and Exhibit "H", along the judicial authorities cited, this court resolve this issue 1, in the negative and in favour of the Respondent.

On issue 2, it is the contention of the Applicant, that the Arbitral Tribunal reasoning and interpretation of "Continued Peaceful Possession" in line with the Clauses 7, 8 of Exhibits "A", Exhibit "B" along with Clause 10 of Exhibit "C", is an error of facts not stated and a misconduct on the part of the Arbitrator. This court has stated the position of the law that parties are bound by the Terms of Agreement, and for that parties to hold that an Arbitrator's decision was based on misconduct leading to miscarriage of justice, must establish such act termed as misconduct.

What is misconduct was clearly stated in the case of Stabilini Visinoni Ltd Vs Mallinson & Partners Ltd (LPELR – 23090 (CA) 2014.

"(1) Where an Arbitrator fails to comply with Terms express or implied.

- (2) Where, even if the Arbitrator complies with the Terms of the Arbitration, Agreement the Arbitration makes an award which on ground of public policy ought not to be enforced.
- (3) Where the Arbitrator has been bribed or corrupted.
- (4) Technical misconduct, such as where the Arbitrator makes a mistake as to the scope of the authority conferred by the agreement of reference. This, however, does not mean that every irregularity of procedure amounts to misconduct.
- (5) Where the Arbitrator or umpire fails to decide all matters which were referred to him.
- (6) Where the Arbitrator or umpire has breached the Rules of natural justice.
- (7) If the Arbitrator or umpire has failed to act fairly towards both parties, as for examples:-
  - (a) By hearing one party but refusing to hear the other or
  - (b) By deciding the case on a point not put by the parties”

Per Ogundare J.S.C. @ Pg 11 – 12 Para G – F” See also.

A. Savoia Ltd Vs Sonubi (2000) LPELR – 7) SC

To determine whether there was an act of misconduct on the part of the Sole Arbitrator, consequent upon misapplication of facts presented before him by the parties in line with the Contract Agreement, as alleged recourse must be made to the Exhibit H – The Final Award and the relevant portions of the

Contract Agreements. A careful perusal by the court of the said Exhibit H, along with the Contract Agreement, Exhibit "A", "B", and "C", the finds that there was indeed by Clause 16 and 17 of Exhibit "A" – Contract of Sale, a Provision for reference to an Arbitral Tribunal, should any dispute arise in within the laws of the Federal Republic of Nigeria, further the dispute as identified from the claims of the Claimant and defence of the Respondent before the Tribunal clearly bothers on the issue of lack of jurisdiction on the failure of cause of action arising, and the misdirection of the Arbitrator in applying the facts, which is alleged occasioned miscarriage of justice. Having carefully considered the Exhibit "H", the reasoning of the Tribunal in arriving at its decision on what facts was placed before him, it is my firm view without attempting to sit on appeal on the decision of the Arbitral Tribunal, find that the Applicant has failed to show clearly how the Arbitrator acted wrongly in considering the facts before him, amounting to misconduct as stated within any of the definition of what amounts to misconduct. See *Stabilini Visiononi Ltd Vs Mallinson & Partners Ltd (Supra)*. I therefore resolve this issue in the negative and in favour of the Respondent.

On issue 3, an order to set aside the sole Arbitrators final award published on 6<sup>th</sup> November, 2018

By the Provisions of Section 29 (2) and 30 (d) of the Arbitration Conciliation Act, 2004, a party may apply to have an award set aside, subject to proof that the award is outside matters within the purview of the Tribunal and must be brought timeously in compliance with Section 29 (1) of the Arbitration Conciliation Act.

In this instance, both parties conceded to this Provision of the Act, and it is not in contention that the application is incompetent by reason of non-compliance with the time frame limit. The question to determine therefore, is whether the Applicant has shown any proof in line with the Provision of Section 29 (2) of the Arbitration Conciliation Act.

While, the Applicant relies solely on the ground that decision of the Arbitral Tribunal arose out of a non-existing cause of action and act of misconduct on the part of the Arbitrator occasioning miscarriage of justice, is the basis of the application, the Respondent on the other hand, contends that a cause of action crystallized on the occurrence of Clause 7, 8 of Exhibit "A" and Clause 10 of Exhibit "C", therefore the award was within the ambit of the Arbitrator to so do in line with facts before it.

On how an Arbitral Award, can be set aside, the Court of Appeal stated in case of *The Vessel M.V. Naval Gent & Ors Vs Associated Commodity Int'l |Ltd* (2015) LPELR – 25973 (CA) Per Nimpur J. C. A, (P – 17) Para B – D), thus;

".....An award can only be set aside by way of an application to court,.....with time limit within which an action can be commenced to set aside the award, within 3 months, .....can be challenged on the ground that there was no valid arbitration agreement or that the matter submitted before the tribunal does not fall within that agreement, whether for reasons of public policy or otherwise".

See also *Total Engineering Services Terms Inc. Vs Chevron Nigeria Ltd* (2010) LPELR – 5032 (CA). On when an award can be set aside on the allegation that the Arbitrator misconducted himself in line with Section 30 (1) of

Arbitration Conciliation Act, 2004. This court has in course of this Ruling held that the Applicant has not shown sufficiently that the Arbitrator acted in manner amounting to misconduct in the carriage of his duty also found that the Tribunal acted within the ambit of the agreement which gave rise to the Arbitration. Having carefully perused this instance issue, and along the long line of judicial authorities, this court finds that the Applicant has failed to furnish sufficient proof in line with the law, to warrant this court to set aside this Final Award published on 6<sup>th</sup> November, 2018. Accordingly, the issue is resolved in the negative.

In conclusion, the court holds that in this instant application of the Applicant, the reliefs 1, 2 and 3 fails and is hereby dismissed.

Now to second Motion No. M/2987/19 dated 8/2/2019 and filed same day by the Applicant, and brought pursuant to Section 31 of the Arbitration and Conciliation Act LFN 2004 (ACA); Order 19 Rule 3(1) (2) of FCT High Court (Civil Procedure) Rules, 2018 (Rules) and under the inherent jurisdiction of the court, praying for the following reliefs:-

- (1) An Order recognizing and enforcing the Arbitral Award in favour of the Applicant against the Respondent dated 6<sup>th</sup> November, 2018 and published same day, by the Sole Arbitrator, Professor Paul Oboh Idornige, PhD, FCI Arb (UK) C. Arbitrator, Certified True Copy of which is attached as Exhibit "B".
- (2) And for such other order(s) as this Hon. Court may deem fit to make in the circumstance of this Suit. The grounds upon which the application is predicated is stated as follows:-

## **GROUND FOR THIS APPLICATION**

- (1) By a Contract of Sale dated 6<sup>th</sup> November, 2014, the Respondent sold a property known as No. 40 Madeira Street, Maitama Abuja to the Applicant.
- (2) There was however, an adverse third party claim to the property by an agency of the Federal Government of Nigeria resulting in the forceful eviction of the Applicant from the property.
- (3) The Contract of Sale contained an Arbitration Clause, thus the parties commenced Arbitration proceeding on the 6<sup>th</sup> of July 2018 and hearing was concluded on 13<sup>th</sup> July, 2018.
- (4) The Sole Arbitrator delivered his Final Award on 6<sup>th</sup> November, 2018 awarding to the Applicant inter alia the sum of ₦710,000,000.00 being the purchase price, of the property; ₦410, 236, 582.45 being the pre-award interest charges on the said purchase price; ₦50,000,000.00 being the cost of Professional Fees paid by the Applicant to his counsel; ₦11,250,000.00 being the cost the Arbitration payable by the Respondent to the Applicant all within 30 days from the date of the Arbitral Award.
- (5) The Respondent has not complied with the above enumerated award at all.
- (6) This application is brought to enforce the Arbitral award dated 6<sup>th</sup> November, 2018 (Exhibit "B").

In support of the application is a 6 Paragraph affidavit, deposed to by Sylvia Ofoebgu Miss, with two Exhibit marked "A" and "B".

Exhibit "A" is the Contract of Sale and Exhibit "B" is the Final Award. Also filed is a Written Address, which is adopted in urging the court to grant the reliefs sought, moreso there is no counter-affidavit in opposition.

The process was served on the Respondent, but Respondent himself in court, confirms that they did not file any counter-affidavit. The implication of this is that the Motion stands unchallenged and the court will deem the facts as stated true and correct. See *Ukachukwu Vs Ezike & Ors* (2014) LPELR – 22488 (CA).

In the Written Address of the Applicant, settled by Theophilus Okwute Esq only one (1) issue was formulated for determination that is;

"Whether the Applicant has satisfied the requirements of the law to invoke the powers of this Hon. Court to recognize and enforce the Arbitral Award dated 6<sup>th</sup> November, 2018 and published same day by the Sole Arbitrator Professor Paul Obah Idornige Phd, FCI, Arb, C. Arb; Exhibit "B".

And in arguing this Sole issue, relying on the provision of Section 34; 31 (1) (2) (3) of the Arbitration Conciliation Act, 2004 and Order 19 Rule 31 (1) (2) of the FCT(Rules) and the following judicial authorities; *Melaye Vs Tajudee* (2012) 15 NWLR (PT.1323) 315 @ 337 Para B – D; *Tulp (Nig) Ltd Vs N.T.S.M.S.A.S* (2011) 4 NWLR (PT.1237) 254, submits that the Applicant



have sufficiently shown vide the affidavit in support to warrant the court grant the reliefs sought and urge the court to so hold and grant.

Having carefully considered this instant, unchallenged application by the Applicant, the court finds that the sole issue for determination, is

“Whether the Applicant has complied with the conditions for the grant of this instance application”.

In this instance application, it remained unchallenged. While the Section 34 of Arbitration Conciliation Act, prevents the intervention of matters covered by Arbitration Conciliation Act, except as provided, the Section 31 of Arbitration Conciliation Act expressly provides for the court to intervene upon application to it by a party. The grant or otherwise shall be subject to full compliance to the Provision as contained in Section 31 (2) of the Arbitration Conciliation Act. Also the provision of Order 19 Rule 13 (1) (2) of Rules of Court, empowers the court to so act, upon the satisfaction of those conditions. In this instance, the Applicant relies on Exhibit “A” and “B” attached to the supporting affidavit in Paras 4 (iii) and 4 (xi). Again, these facts were not challenged. In line with the law, I shall grant the reliefs sought. I shall in doing so, not been unmindful of the fact that this court has in an earlier Ruling, refused the application of the Applicant (Respondent) in this instance for an Order to set aside this said Final Award of 6<sup>th</sup> November, 2018.

In conclusion this application succeeds and the Order is granted as follows:-

- (1) An Order recognizing and enforcing the Arbitral Award made in

favour of the Applicant against Respondent dated 6<sup>th</sup> November, 2018 and published same day by the Sole Arbitrator, Professor Paul Ogoh Idornige, Phd, FCI. Arb (UK) C. Arb'

This is the Ruling of the court.

**HON. JUSTICE O.C. AGBAZA**

Presiding Judge

8/5/2020

Appearance:

OLUMIDE OLUJINMI WITH EMMANUEL OLAFUSI ESQ FOR THE APPLICANT  
IN CV/492/18, RESPONDENT IN M/2987/19.

CHIEF DURO ADEYELE (SAN) FOR THE RESPONDENT IN CV/492/18 AND  
APPLICANT IN M/2987/19 WITH JOYCE ADELEYE, ADBULSAMEED IBRAHIM.

