IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT APO
CLERK: CHARITY
COURT NO. 16

SUIT NO: FCT/HC/M/5322/20

DATE:22/06/2020

BETWEEN

MUTUAL COMMITMENT COMPANY LIMITED ………………..APPLICANT

AND

CLEAR CUT OIL AND GAS NIGERIA LIMITED …………………. RESPONDENT

JUDGMENT
(DELIVERED BY HON. JUSTICE S. B. BELGORE)

This final decision of this court I am about to pronounce concerns a motion *Ex-parte* that metamorphosed into a motion on Notice.

The question may be asked, why and how? The answer now follows:

On 18th may,2020, when this case started in court, we discovered three(3) pending motions, to wit;

(1) M/5322/2020, a motion on Notice at the instance of Mutual Commitment Company Ltd(applicant).

(2) M/5497/2020 a motion ex-parte at the instance of clearcut Oil and Gas Nigeria Ltd (applicant and Respondent) to M/5322/2020.

(3) M/6391/2020, another motion Ex-parte at the instance of clearcut Oil and Gas Ltd (applicant).

Mr. innocent Lagi of counsel to the applicant in the two(2) motions Ex-parte, informed the court that he was withdrawing motion M/5497/2020 dated 19/2/20 and filed same day. He went on to inform the court he had already filed a counter –affidavit dated 4/2/20 and filed on 4/3/20 in reaction to the motion on Notice - M/5322/2020 filed by Mutual Commitment Company Ltd. Learned counsel also informed the court that he had further filed a motion Ex-parte M/6391/20, dated 13/3/20 and filed same day pursuant to $O_{31}$of Arbitration and conciliation Act,2004 and $O_{19}R_{13}$ of the Rules of this court . Finally, Mr. Lagi, applied to the court to consolidate Motion Ex-parte M/6391/20 with motion on Notice M/5322/20 of his opponent pursuant to the provisions of Order41Rule 8 of the Rules of this court i.e. FCT High Court (Civic Procedure) Rules, 2018.

Mr. A.U.Imam for Mutual Commitment Company Ltd had no objection to the twin applications made by his learned colleague –i.e. application to withdraw M/5497?20 and the application to consolidate the remaining two motions.

In an instant Ruling, I granted the two applications. I struck out motion M/5497/20.

In granting the prayer for consolidation, this is what I said:

> *" I have considered the application for consolidation as swiftly as it was moved. It is apparent on the face of the two instant processes that the parties are the same. The main application motion on Notice M/5322/20 is seeking an order of*

the court setting aside an arbitral award involving both parties while motion Ex-parte M/63/91/20 want the court to give an order enforcing same arbitral award. Premise on above germane facts, it is so clear to me that this application is meritorious as the two Motions – motion on Notice and motion ex-parte can conveniently be taken together. The procedure is that the motion on Notice shall be adverted to first while keeping an eye on the motion ex-parte along side with it…………….”

Mr. A.U Imam, also had no objection to the subsequent application for adjournment made by Mr. Lagi since according to him “ no objection to application for a date as we intend to respond to their counter affidavit”

We consequently adjourned to 3/6/20 for hearing of all pending motions.

On 3/6/20, one Kachollom Peters appeared for Mutual Commitment Company Ltd. She promptly informed the court that they have filed a Notice of change of counsel. It is dated 1/6/20. She also referred to the written application they turned in requesting for an adjournment to enable her Law firm take over properly from the former counsel – A.U. Imam according to her, all the files relating to the case were still then with the disengaged counsel handling the case.

Mr. Lagi, counsel to the Clearcut Oil and Gas (Nig.) Ltd strongly opposed any date for adjournment. He said the application for adjournment following change of counsel should have been made

three(3)days before the hearing date. He relied on Order55 Rule2of the civil procedure Rules of this court. The learned counsel, urged me, in the alternative, to take their own motion *Ex-parte* – M/6391/20 while we can then adjourn for the other motion on Notice to be taken on the next date of court sitting.Miss Kachollon Peters,quite expectedly disagreed with her learned colleague's submission. She prayed passionately for an adjournment even if it would be a short adjournment as inferred or opined by the court.

Mr. Innocent Lagi agreed to a short adjournment and we adjourned to 8/6/20 by 12:00pm to afford all parties to be heard in the interest of Justice.

On 8/6/20, Mr A.T. Aboki, who represented Mutual Commitment Company Ltd as leading counsel along with Miss Kachollom Peters, informed the court that they have collected all the necessary papers from Mr A.U. Imam who handled the case before they took over. He told the court that being aware that the case is now for hearing of all pending applications, they have filed a counter –affidavit to the Motion *Ex-parte* M/6391/20 of their opponent Clear Cut Oil and Gas (Nig) Ltd. Mr. Aboki, further Submitted thus:

> *"The motion Ex-parte is however pre-mature and cannot be heard now. This is unless and until the motion on Notice dated 14/2/20 is heard and determined being 1st in time. Thus, serving as a stay of execution to the said arbitral award. However, if the applicant to motion Ex-parte insist on moving the motion, weurged this Honourable court to dismiss same. We even intend to amend our*

Motion On Notice dated 14/2/20 earlier filed ……….”

Mr. Innocent Lagi, Counsel for Clear Cut Oil and Gas (Nig) Ltd, replied in the following way:

“Their motion on Notice i.e. M/5322/20 dated 14/2/20 is ripe for hearing. We have responded to it. Counsel have time to have responded to file any counter –affidavit to our Ex-parte application since the court said we should serve them.

They have served us a counter–affidavit this morning.We are ready to move our motion. Now, there is no Law that says their Motion on Notice serves as a stay of proceeding to the applicationfor Enforcement of the arbitral award. Arbitration and Conciliation Act 2004, and Order19Rules1&2of the Rules of this court entitled a beneficiary to an arbitral award to apply for leave to enforce the judgment (sic) while S29 of the same Act enjoins the person who seeks to set aside the award to also apply to the High court for that purpose. Both parties have applied to the court and both parties have responded we are ready take our own application now. Whenever they are ready, they can take their own”

In a Ruling, on the same day, this is what I said:

“---

On 18/5/20, when we discovered that there are pending motion on Notice and ex-parte on the same arbitral award, that is, one seeking enforcement and the other seeking setting aside, I had ordered that the motion ex-parte be served on the other party and then we consolidate the hearing of both motions.

By the next adjourned date of 3/6/20. The applicant to the motion no Notice changed counsel and a new counsel surfaced. I granted them an adjournment to enable them be properly seized of the matter. We fixed today for hearing. And today, they informed the court that they just filed a counter-affidavit to the motionex-parte of the other party. That was this morning. I perused my record file, and alas, that counter-affidavit is not yet in the file. But the learned counsel to the applicant confirmed that they have actually been served a copy of the counter-affidavit____________"

I went on as follows:

*"It must be stated that motions generally are two – motion Ex-parte and motion on Notice. A motion Ex-parte can transform to a motion on Notice where the court has ordered service on the other party, such as in this case. See **BAYERO VS FEDERAL MOTGAGE BANK OF NIGERIA LTD. AND ANOR (1998)2NWLR (PT.509) 529**.*

To my mind, that counter- affidavit need to be considered along with the Motion Ex-parte (which

> has effectively been on Notice). But the clog here is that, I have not seen it.It is not in the file. I think it is only appropriate that I take or consider an adjournment to enable the counter-affidavit to be filed properly in court and to then move the motion”

As a result of the above decision of mine, I adjourned to 10/6/20 for Motion M/6391/20 which is now deemed or considered as a motion on Notice to be taken.

At this juncture, and for whatever it is worth, I express my surprise that Mr. Aboki completely abandoned their own Motion on Notice M/5322/20 on that 8/6/20 which was ripe for hearing. I ask the question, why was he not inclined or ready to move their own Motion for which the other party has long filed a counter-affidavit and to which he himself said they have received all papers in respect of it. Why? Why?Instead, he chose to prepare and file a counter-affidavit to the motion Ex-parte of his opponent and attached their supporting affidavit (or motion) to it as Exhibit.

Be that as it may, on 10/6/20, the motion on “Notice” M/6391/20 was moved and argued.

Mr.I. Lagi moved the application referring to Order 31 of the Arbitration and Conciliation Act 2004, O19 R13(1) and (2) of the Rules of this court, a copy of the Arbitral agreement and a copy of the Arbitral award attached to the application and a 13-paragraph affidavitin support. He re-stated the four(4) grounds upon which the application is premised and relied on the written address filed as his argument.

Referring to the counter-affidavit of the Respondent, Mr. Lagi submitted that prayers in Exhibits MCC1 attached to paragraph 4 of same counter-affidavit does not support their argument in their written address.

Also learned counsel argued that on the issue of jurisdiction, the time to raise same was at the arbitration panel as required by S9(2) of the Arbitration and conciliation Act, 2004. He cited the case of**MEKWUONYE VS IMOKHEDE (2019)LELR 48996 SC.**

Lastly, Mr. Lagi urged me to strike out paragraphs 6-10 of the counter-affidavit and paragraph 3(a-k) of the affidavit attached to Exhibit MCC1 because they are prayers, conclusions and opinions and therefore offends **Section115 of the Evidence Act**. On the whole, learned counsel urged me to grant the application.

Mr Morris Chijioke who appeared for the Respondent (Mutual Commitment Company Ltd) and who held the brief of Mr. Aboki, made a reply summarily. He referred to their counter –affidavit dated 8/6/20 and filed same day. And to which is attached Exhibit MCC1. Learned counsel also adopted the written address filed as his argument in opposition to the grant of the application.

On the issue of paragraphs of their affidavits being full of arguments and conclusion, he left the matter to the court to decide.

Finally, Mr Chijioke urged me to dismiss the application.

All the foregone are the salient issues, points, arguments and general boundary or parameters of all that has transpired in this case in this court.

Now, what is my view on all the above?

The two principal prayers in this application are,

(1) An order of this Honourable Court granting the Applicant leave to enforce an arbitration award made on the 27th of January 2020, pursuant to an arbitration between the applicant and the Respondent required by their Memorandum of understanding dated 1st of February 2016.

(2) An order of this Honourable Court enforcing the said award against the Respondent.

The four(4) grounds upon which the prayers are hinged are:

(1) The parties in clause A of their agreement dated 1st February 2016 agreed to recourse to arbitration in construction of the content and intent of the agreement.

(2) The parties submitted to arbitration as required by their agreement.

(3) Both parties filed claims and counter-claims respectively at the arbitration, submitted themselves to the jurisdiction of the Arbitration tribunal and participated fully in the process.

(4) The award of the Arbitration was made on the 27th of January 2020 in favour of the Applicant.

In support of the application is a 13-paragraphsaffidavit sworn to by one Micheal El-Yakub, a Director on the Board of the Applicant Company. And there is also a written address which is the argument of counsel in support of the application.

In opposition to the grant of the application is a 12-paragraphs counter affidavit to which is attached one Exhibit MCC1. There is also a written address in support and in compliance with the Rules of this court.

The application is anchored on the provision of O31 of the Arbitration and Conciliation Act,2014 and O19 R13 (1)and(2) of the Rules of this court,2018. We must of necessity examine those provisions. But before then and since the laws can only be applied to fact(s) to make them applicable and relevant in any given circumstance, we must also find out the facts as established in this proceeding. The facts here are by affidavits evidence.

This brings me to the submission of Mr. Innocent Lagi that certain paragraphs of the Respondents affidavits are contrary to the provision s of the evidence Act. Is that true? Mr. Morris Chijioke who appeared for the Respondent neither agree nor disagree with his learned colleague. So, I must Examine and find out the true position. Paragraphs 6-10 of the counter affidavits reads:

(5)That the Respondent in controverting paragraphs 6-8 of the Applicant's said affidavit in support of motion ex-parte, states that the whole arbitration proceeding was a nullity as the composition of the arbitration panel had no jurisdiction as averred by the respondent in Exhibit MCC!"

(7) "That in controverting paragraphs 9-10 of the applicant 's affidavit in support, the respondent states that the averments contained therein are premature and inchoate as the respondent had already filed a motion pursuant to the arbitration and conciliation act 2004 seeking to set aside the said award dated 27/01/2020".

(8) "That in controverting paragraphs 11-12 of the applicant's said affidavit in support, the respondent sates categorically that it is impossible and nugatory for the respondent to obey the said award dated27/01/2020 when they are actually contesting to set aside the said award before this very Honourable court".

(9) "That the respondent's Motion on Notice seeking to set aside the said arbitral award (Exhibit MCC1) filed on the 14th day of February 2020 and served on the applicant serves as a stay of execution to the said award hence no enforcement can take place until it is determined ".

(10) "That the applicant having been served with the respondent's motion on Notice dated 14/02/2020and still proceeded to file their motion dated 13/3/2020 over thesame subject matter is an abuse of count process."

Paragraph 6 above is a conclusion and argument. Ditto paragraphs 7,8,9, and 10. In fact paragraphs 3(a-k) of the affidavit attached to Exhibits MCC1 which has been made an issue and form part of this proceeding are of the same wave length and characters arguments and conclusions.

But I have a dillema here. I am just not too sure and convincing that I should extend the same sledge hammer to the two seemingly similar situation. I can note a slight difference. The affidavit that contain paragraphs 3(a-k) was attached to an Exhibit. But the paragraphs 6-10 are directly contained in the counter –affidavit that was intended in both spirit and conscience to attack,the affidavit in support of the motion under scrutiny. It is solely for that reason, that I cannot see my way clear and I therefore deem it proper to

ignorethat affidavit attached to the Exhibit (MCC1) and contend myself with the counter-affidavit only.

Clearly, **Section115(2) of the Evidence Act 2004** is very unambiguous. It reads:

> "An affidavit shall not contain extraneous matter by way of objection, prayer or legal argument or conclusion."

Paragraphs 6,7,8,9 and 9 of the counter-affidavit deposed to by miss Kachollom G. Peters Offend the above provision brazenly and frontally. They cannot stand. I therefore have not the slightest hesitation in striking them out. I so do.

That leaves us with paragraphs 1,2,3,4,5,11 and 12 to contend with.

So, what are the facts contained placed before the court?

They are:

(1)The Applicant (Clear Cut Oil and Gas Nigeria Limited) vide a statement of case dated 19th February 2018 instituted a notice of arbitration against Respondent before the Abuja Multi Door courthouse and Arbitrators were duly appointed by the parties for breach of agreement.

(2)The prayer of the Applicant before the Arbitration is an award directing the Respondent to pay 10% of the total contract sum of $6,281,562:00 after tax deductions as agreed in its MOU.

(3)An award was entered in favour of the applicant against the Respondent on the 27th January,2020 for the said 10% of the total contract sum of **$6,281,562:00** after tax deductions was granted and a sum of **₦12,500,00=being arbitration cost.**

(4)The Respondent was mandated to make [payment within 21 days of the publication of the award.

(5)The Respondent failed refused and neglected to recognise the award and/or pay the award.

(6)The Respondent is indebted to the applicant in the sum of **$ 565,340:000(Five Hundred and Sixty-Five Thousand, Three Hundred and Forty US Dollars and the sum of ₦12,500,00=(Twelve Million, Five Hundred Thousand Naira) only.**

See paragraphs 6,7,8,9,10 and 11 of the supporting affidavits and Exhibit A' which is the final award.

All the above six facts were not controverted by the Respondent in their counter-affidavit. I am therefore bound to accept them and I so pronounced. See **NWOSU VS IMO ENVIRONMENTAL SANITATION AUTHORITY(1990)2NWLR(PT. 135)688 at 72).**

We can now turn to Section of the Arbitration and Conciliation Act,2004.

Section 31 reads:

(1)An arbitral award shall be recognised as binding and subject to this section 32 of this Act, shall upon application in writing to the court, be enforced by the court.

(2)The party relying on an award or applying for its enforcement shall supply-
(a) the duly authenticated original award or duly certified copy thereof;
(b) the original arbitration agreement or a duly certified copy thereof;

(3)An award may, by leave of the court or Judge,be enforced in the same manneras a Judgment or orderof the same court".

Section 32, to which the above **Section31** is subjected to, reads;

"Any of the parties to an arbitration agreement may request the court to refuse recognition or enforcement of the award"

Order 19, Rules 13(1) and (2) of the FCT High Court(Civil Procedure) Rules,2018 says:

(1)"An application to enforce an award on an arbitration agreement in the same manner as a judgment or order may be made ex-parte, but the court hearing the application may order it to be made on notice.
(2)The supporting affidavit shall-

(a) Exhibit the arbitration agreement and the original award or in either case certified copies of each;

(b) State the name, as usual or last known place of abode or business of the applicant and the person against whom it is sought to enforce the award;

(c) State as the case may require either that the award has not been complied with or the extent to which it has not been complied with at the date of the application."

What are the legal arguments proferred by both counsel in support and against the grant of this application?

Mr. Morris Chijioke adopted the address filed by Mr. A.T. Aboki, as his legal arguments against the grant of this application. One issue was framed for determination. That is;

> *"Whether having regard to the prayers as contained on the respondent'smotion on Notice dated 14/02/2020, the affidavit in support and all Exhibits attached therein, the applicant's prayers as contained in its motion ex-parte dated 13/03/2020 were not premature/Nugatory hence an abuse of court process"*

Counsel, then went on to argued that since they had earlier filed a motion on Notice before the on "Notice" of the applicant, the Respondent's motion serves as a stay of execution of the said arbitral award and that the motion under reference and consideration is

nugatory, and premature. He says, this motion can only be heard, determined and the prayers granted only after their motion M/5322/2020 has been heard and determined. Learned counsel submitted that this present motion M/6391/2020 is an abuse of court process. He cited and relied on **DINGYADI VS INEC(2011) 18 NWLR(PT.1224)154,** where the court held that abuse of court process means;

> "**It connotes that a court as this court having given its decision in a matter before it ceases to have power to reopen the same matter all over again in the same proceedings."**

On his part, Mr. Innocent Lagi, also submitted one issue for determination to wit:

> *"Whether or not the award is recognisable and ought to be enforced by this court*"

To my mind, the two issues differently worded and framed by learned counsel can be considered one after the other.

On the issue submitted by counsel to the Respondent, I hasten to say that no law and indeed none was cited to say that once a motion on Notice is filed urging setting aside of an arbitral award, that *ipso facto* and without more serves or operate as a stay of execution. I shifted through the entire gamut of the content of Arbitration and conciliation Act,2004, I found no such stipulation therein.

Furthermore, is this motion to enforce an arbitral award between the parties an abuse of court process? I do not for any moment think so. Even,the case of **DINGYADI VS INEC(Supra)**and the

portion of the Judgment) cited said no such thing. I quote again the relevant portion it says;

> *"* ______________________
>
> *Having given its decision in a matter before it ceases to have power to reopen the same matter all over again."*

(Underlie mine)

Have I given any decision on this matter before? No. Are we reopening the matter all over Again? No. Unless and until the court has taken a decision previously on which to set aside, the motion of the applicant seeking to enforce the award cannot be viewed as constituting abuse of court process.

In my humble view, this argument of abuse of court process flies off in the face of what transpired in this court. The Respondent were given ample opportunity to move their motion first. They dilly dally and eventually refused. Instead, they chose to change counsel. Even at that, we adjourned about 3 times to enable them move their motion. Still, they refused. Instead, they chose the path of applicant. This is bizarre, much especially when it is realised that the applicant. They preferred to ignore their own motion that was long ripe for hearing. So, I ask, what is abuse of court process in this one? None.

To the tent of the applicant's counsel, I now focus. His framed issue is whether or not the award in contention can be recognised and should be enforced.

Learned counsel submitted that the only materials which the law considers relevant for the enforcement of an award are before the court and therefore urged me to grant the application. He cited

and relied on **CHRISTOPHER BROWN LTD VS GENOSSENCHAFT (!953)2 ALL ER1039** at 1040 and the view Expressed by Cockburn C.J in **RE-HOPPER (1867) LR2Q367**.

I find considerable force and good reasoning in the lucid submission of Mr. Innocent Lagi.

The prayer of the applicant is essentially for enforcement of award.

What are the principles governing same?

(1)**There must be a valid agreement**:

An arbitration agreement is an agreement to submit to arbitration concerning present or future disputes. It must be in writing. For an arbitration agreement to be valid, it must be written in clear and certain terms. And it must be in a document signed by the parties. See **Section 1 of the Arbitration and Conciliation Act 2004.**

By virtue **of Section 2 of the Arbitration and Conciliation Act, 2004,** an arbitration agreement shall be irrevocable except by agreement of parties or by leave of the court or a Judge. However, the right to go to arbitration is a personal right. It is not a constitutional right.Therefore, it can be waived by either of the parties to the agreement expressly or by contract.

See.**CARLEN (NIG) LTD VS UNIJOS (1994) 1NWLR(PT.323)631 SC;KURUBO VS ZACH-MOTISON (NIG) LTD (1992) 5 NWLR (PT. 239)102 CA.**

The question now is, is there a valid arbitration agreement between theparties? The answer is in the affirmative. A look at the Memorandum of understanding between the parties reveals this answer. Exhibit 'B' attached to the final Award which is Exhibit 'A' referred to in paragraph 8 of the supporting affidavit deposed to by Michael El-Yakub embeddedthe arbitration agreement. It reads at page 4 thereof:

" A ARBITRATION

> *Any and all disputes or questions which may arise at any time herein after between the parties touching on the true construction of this agreement shall be settled or resolved first by the parties representatives. Thereafter, under the rules of the ADR (Alternative Dispute Resolution)and/or the NigeriaArbitration and Conciliation Act, thereafter, in any court of records in Nigeria………"*

The fact of the above arbitration agreement which is in writing and signed by the parties is not denied by the Respondent. I have also found out the existence of the valid agreement as a fact in this case. This first principle or conditionis therefore met or complied with by this applicant.

(2) <u>There must be a validaward</u>

Any award made by the Arbitral Tribunal must be duly signed and dated by the Arbitrator(s). The award which must be in writing shall state the reasons upon which it is based, the date it was made and the place of the arbitration. The award must be final and a copy of the award must delivered to each of the parties.

See **S.26(1) –(4) of the Arbitration and Conciliation Act 2004.**

The law is that an award must be expressed in such a language that leaves the parties in no double as to what wasdecided. In particular, certainty is required in the award in respect of the following:

(a) Parties to be bound by or to perform the award must be certain;

(b) If money is lost paid by a party, the amount involved and the person to receive the same must be clearly specified;

(c) If the award directs performance of anyconditions or terms, such terms or conditions must beprecisely defined, and

(d) The time to perform the award on any condition set out therein must be fixed, or clear direction given to enable such time to be easily ascertained.

See **MARGULERI BROTHER LTD VS DATINS THOMAIDES & CO(UK.) LTD (1958)1 ALL E.R.777.**

ORICON WARREN-HANDELS G.M.B.H VS INTERGRAAN N.Y (1967)2 LIOYD'S REP.82.

I have taken a close and firm look at the arbitral award in this case. It is Exhibit 'A' referred to paragraph 8 of the supporting affidavits. I am satisfied that the content has complied with all the conditions laid down in the relevant statutes and the case law. For instance, it is signed by the arbitrators, it is in writing, it is duly dated, it is clear on what is to be done by who and to who,(see page 55 of 56,paragraph

7.1 of the final award , Exhibit A) and copies each were delivered to each of the parties.

So, this condition is also satisfied.

(3)**There must be failure to perform the award**.

The fact of this litigation videthe numerous motions filed, clearly lend credence to the fact of failure to perform the award by the Respondent.

The Respondent themselves want the award to be set aside. Clearly,they have refused to comply with the arbitral award.

In my own very clear view, this application anchored on the six facts earlier enumerated in this Judgments satisfied all the three(3) requirements laid down in **Order 19 Rules 13(2) of Rules** of this court.

The point must be clearly made here, that where parties have decided on their own to settle their disputes by arbitration, the law requires them to obey the rules, proceedings and awards of the arbitration panel or Tribunal for better or for worse. That is the path of honour and civilised ethos.

See **COMMERCE ASSURANCE LTD VS ALLI(1992)3 NWLR(PT. 232)710 SC,C.G.DE GEOPHISQUE VS ETUK (2004)1 NWLR(PT.853)20 CA**

Equally, an iron cast duty is placed upon the courts to act upon such agreement and enforce it strictly. See **M.U. LUPEX VS N.O.C & S LTD (2003)15 NWLR (PT.844) 469 SC.**

Finally, I agree with Mr. Innocent Lagi, that they have placed all the necessary materials required by law before this court to enable them succeed. They are therefore entitled to favourable orders of

this court. The application has considerable merit in it, and it is therefore successful.

For avoidance of doubt, leave is hereby granted to the applicant (Clear Cut Oil and Gas Nigeria Limited) to enforce the arbitral award made on 27th January,2020 against the Respondent(Mutual Commitment Company Limited)secondly, it is further ordered that the award in question is to be enforced as if it is a Judgment of this court.

I made all these orders pursuant to **S.31 of the Arbitration and Conciliation Act 2004** and **Order 19 Rules 13(1) and (2) of the FCT High Court (Civil procedure)Rules 2018**.

Signed
Suleiman Belgore
(Judge) 22/6/2020.