

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

**BEFORE HIS LORDSHIP: JUSTICE SALISU GARBA
COURT CLERKS: FIDELIS T. AAYONGO & OTHERS
COURT NUMBER: HIGH COURT TWO (2)
CASE NUMBER: FCT/HC/CV/71/2007
DATE: 15TH MAY, 2020**

BETWEEN:

FESTUS B. UGWUEGBU

-

PLAINTIFF

AND

- 1. THE FED. CAP. TERRITORY ADMINISTRATION**
- 2. THE CHIARMAN, AD-HOC COMMITTEE ON
SALE OF FED. GOVT. HOUSES IN ABUJA**
- 3. THE MINISTER OF F.C.T.**
- 4. MR. OLUWALE OYEGU**
- 5. NIGERIAN EXPORT PROMOTION COUNCIL
(NEPC)**
- 6. FED. CAP. DEV. AUTHORITY (FCDA)**



DEFENDANTS

Claimant in court while the Defendants absent.

Chukwuemeka J. Okereke for the Claimant.

Sunday Ojumu for the 1st, 2nd, 3rd and 6th Defendants.

Ken Obinnatu for the 4th Defendant.

Olayinka Adedeji for the 5th Defendant.

Claimant's Counsel – The matter is slated for judgment and we are ready to take the judgment.

J U D G M E N T

By a writ of summons dated 10/10/2007 and an amended statement of claim dated 6/5/2015, the Plaintiff claim against the Defendants jointly and severally as follows:

1. A Declaration that the Plaintiff is entitled to Flat 2, Plot 84, Gudu Street, Phase 2 Site 1 Kubwa, Abuja.
2. A Declaration that the issuance of Quit Notices by N.E.P.C. and F.C.T.A. and the subsequent ejection of the Plaintiff from Flat 2, Plot 84, Gudu Street, Kubwa, Abuja by the Defendants is mischievous, malicious, illegal, null and void.
3. An Order setting aside the purported Quit Notices by the 5th Defendant and by the 1st Defendant dated 18th July, 2007, and issued to the Plaintiff.
4. An Order restraining the Defendants, their Agents, servants and privies or any person(s), howsoever described acting on their behalf from altering, tempering with, demolishing, reconstructing, or occupying the Flat 2 at Plot 84, Gudu Street, Kubwa, Abuja offered to the Plaintiff by the Federal Capital Development Authority.
5. An Order reinstating the Plaintiff to Flat 2, Plot 84, Gudu Street, Kubwa, Abuja with immediate effect.
6. The sum of N49,100.00 being the cost of renovating the flat before the unlawful ejection.
7. N3,000,000.00 general damages on the Defendants.
8. N2,100,000.00 Cost of this suit/legal practitioner's professional fees.
9. An Order directing the Defendants to pay the Plaintiff the sum of N5,000.00 from the day of his ejection starting from 2nd October, 2007 to January, 2008 when the Plaintiff rented a new apartment, for the inconveniences resulting from, dislodgment, displacement of the Plaintiff and his properties.

10. An Order directing the Defendants to pay the Plaintiff the sum of N2,000,000.00 each for causing him stress and nervous shock by throwing him out of the house he paid for.
11. An Order directing the Defendants to pay the Plaintiff for the cost of renting apartments from the time of ejection till the restoration of the Plaintiff to his property.
12. An alternative order to the order sought in paragraph E directing the 6th Defendant, his Agent, servants, and privies to relocate the Plaintiff to a choice area in Kubwa.
13. An Order directing the Defendants to pay the Plaintiff the cost of renting apartment from June, 2009 to June, 2015 at a total cost of N1,900,000.00 and until the determination of this case.
14. An Order directing the Defendants to pay 20% interest to the Plaintiff on the total claim made.
15. Any other relief the court may order in the circumstances of this case.

In prove of these claims, the Plaintiff filed a 31-paragraph Amended Statement of Claim dated and filed on 6/5/2015 and called the following witnesses.

Reuben Akintse testified as PW1. In his evidence-in-chief, he adopted a 22-paragraph Witness Statement on Oath dated 27/11/2007 as his evidence; the said PW1's statement on oath is accordingly adopted as forming part of this judgment.

The gist of the PW1's evidence is that he and the Plaintiff were incidentally allocated accommodation at Plot 84 N.E.P.C.

Quarters Gudu Street, Phase 2 Site 1 Kubwa, Abuja sometime in 2003.

That sometime in 2003, the Plaintiff accommodated the 4th Defendant in his apartment when the 4th Defendant was transferred from Akure Zonal Office to the Abuja Office. That the 4th Defendant lived there until he was officially allocated part of the building one bedroom flat. That with the approval of the Bwari Area Council, the building a bungalow was restructured into 2 units of 1-bedroom flat each, plus the separate 2 bed-room boy's quarters, which the PW1 occupied as at then.

It is the evidence of PW1 that during the sale of Federal Government Houses, he and the Plaintiff bided for their respective flats and submitted the forms to F.C.D.A. through their office.

That the flats were not offered to them instead they were served with Notice to Vacate from the property and that they were eventually evicted by the F.C.D.A.

Under cross-examination of PW1 by the 1st, 2nd, 3rd and 6th Defendant's counsel, the PW1 stated that the approval for the restructuring of the building was issued by his office – Export Promotion Council (E.P.C.). He is aware of the existence of the Development Control Department in Abuja.

Under cross-examination of PW1 by the 4th Defendant's counsel, the PW1 stated that the building was a 3-bedroom flat with the boy's quarters before the restructuring.

That he is not aware of any design produced by the council architect. The 4th Defendant did not pay for the whole house as the house was valued into 3 places. That the Quit Notice served on the Plaintiff and PW1 was not signed by the 4th Defendant.

Under re-examination, PW1 stated that he was not a staff when he was served the Quit Notice. PW1 was accordingly discharged.

Mr. Amamki Ephraim Manasseh testified as the PW2. In his evidence-in-chief, he adopted a 13-paragraph witness statement on oath dated 10/11/10 as his evidence.

The gist of PW2's evidence is that the PW1, the Plaintiff and the 4th Defendant were neighbours at the material time of this case. That at the inception of the appearance of the 4th Defendant in the compound the Plaintiff squatted him up to three months before he was allocated his own apartment in the same compound.

That he was at the PW1's room on 2/10/2007 when the Plaintiff's flat was broken into and his properties thrown outside. And the 4th Defendant immediately engaged the services of workmen to break the separating walls between his apartment and that of the Plaintiff.

Under cross-examination of PW2 by the 1st, 2nd, 3rd and 6th Defendant's counsel, the PW2 stated that he only know of the ejection.

Under cross-examination of PW2 by the 4th Defendant's counsel, the PW2 stated that it was the PW1's brother that informed him that 4th Defendant was being squatted by the Plaintiff.

The witness further stated that after the ejection he did not go back to the PW1's room and he did not enter the Plaintiff's apartment.

No re-examination, PW2 was discharged.

The Plaintiff himself testified as PW3. In his evidence-in-chief, PW3 adopted a 24-paragraph witness statement on oath dated 7/4/2010 as his evidence; the said PW3's statement on oath is further adopted as forming part of this judgment.

The gist of the PW3's evidence is that he was employed by the 5th Defendant on 4/1/2002 by virtue of which he was allocated Flat 2 of Plot 84, Gudu Street, Phase 2, Site 1 Kubwa sometimes in January, 2002.

That sometimes in 2004 he applied to the 5th Defendant for partitioning of the house which was approved. This is because the building was seating on top of water pipe and was accordingly marked for demolition by Water Board. The 5th Defendant then used the opportunity to restructure the building into two units of 1-bedroom flat, thus permanently separating his flat from that of the 4th Defendant's flat.

It is the evidence of the Plaintiff that when the Federal Government of Nigeria offered to sale the government houses to interested persons, he completing filing the necessary form which was duly submitted to the 6th Defendant by the 5th Defendant.

That the 6th Defendant later issued the Plaintiff with an offer letter dated the 30/10/2005 for a value of N600,000.00 as the cost of the

property. Thereafter the Plaintiff paid the initial 10% of the sum above and then obtained mortgage from Aso Savings and Loans Plc for the remaining sum.

That sometime in June 2006, he received a letter from the 5th Defendant titled: Notice to Vacate from N.E.P.C. Quarters and in August 2006, he received another letter titled **“Re-Quit Notice from N.E.P.C. Quarters”**.

That Flat 2 with Code Number KUB-Fz-5260 alongside the boy's quarters were advertised for sale in the Leadership Newspaper of November 14, 2006 by the 6th Defendant.

It is the evidence of PW3 that on 2/10/2007 he received an anonymous call that the agents of the 6th Defendant are at his house. When he came to the scene he discovered that the agent of the 6th Defendant had break through his house and throw and scattered his properties outside. He saw the 4th Defendant inside the Plaintiff's flat with some workmen welding the broken door; from inside and preventing the Plaintiff from entering his flat.

That since the ejection, he had undergone untold hardship, rented another apartment as he was displaced of the apartment he paid for.

In the cause of PW3's evidence, the following documents were admitted as exhibits:

1. Allocation of Government Residential Quarters dated 13/1/2003 – Exhibit A.

2. Two Power Holding Company of Nigeria Plc bills and Reconnection Permit Form – Exhibit B1, B2 and B3 respectively.
3. CTC of Form to Purchase Federal Government Housing Unit in Abuja – Exhibit C.
4. Letter of Offer dated 30/10/05 – Exhibit D.
5. Application for Partition dated 6/2/04 – Exhibit E.
6. CTC of 2 Memorandum dated 27/4/04 and 25/5/04 – Exhibit F1 and F2 respectively.
7. Offer of Mortgage Loan dated 7/12/06 and Copy of Receipt No. 40310 – Exhibit G and H.
8. Two Quit Notices dated 22/6/06 and 1/8/06 – Exhibit J1 and J2 respectively.
9. Letter dated 10/8/06 – Exhibit K.
10. Solicitor's letter dated 16/4/07 – Exhibit L.
11. Quit Notice dated 18/7/07 – Exhibit M.
12. Letter dated 21/5/07 – Exhibit N.
13. CTC of Leadership Newspaper dated 14/11/06 – Exhibit O.
14. Solicitor's letter dated 28/7/07 – Exhibit P.
15. 2 Pictures and its negatives – Exhibit Q1, Q2 and Q3.
16. 2 Sales/Cash Invoices dated 4/6/07 and 6/12/02 – Exhibit R1 and R2 respectively.
17. 5 Cash Receipts for Payment of Rent – Exhibits S¹ – S⁵ respectively.
18. Cash Receipt dated 5/10/07 – Exhibit T.

Under cross-examination of PW3 by the 1st, 2nd, 3rd and 6th Defendant's counsel, the PW3 stated that he is not the one that

restructured the property; that the 5th Defendant (NEPC) will be the better organization to answer the question as to the approval for the restructuring of the property. That he only paid the sum of N20,000.00 for the application form.

Under cross-examination of PW3 by the 4th Defendant's counsel, the PW3 stated that there was an earlier offer to him in respect of the house beside the one in Clause 2 of Exhibit D.

The Plaintiff further stated that at the end of the restructuring of the house in 2004, Exhibit A was issued to him.

The Plaintiff informed this court that the original owner of the building is one Mohammed Nura. That every electricity bill was paid in the name of Mohammed Nura.

The witness further stated that he is aware of the Official Gazette No. 82 Vol. 92 dated 15/8/05. After the witness identified the said Gazette same was admitted as Exhibit U.

The PW3 stated that as at the time of expressing of interest to purchase the house, he fulfilled all the requirements in paragraph 12 of Exhibit U. He submitted the evidence of rent deduction for 6 months to FCDA when he was processing the purchase of the house. The witness further stated that he did not receive any revocation letter from FCDA.

Under cross-examination by the 5th Defendant, the PW3 stated that he entered the property in question in 2003 when the house was 3 bed-room flat; that the 4th Defendant when he was transferred from Akure Zonal Office of the 5th Defendant, to

Abuja office, the 4th Defendant squatted with him in the subject property. Later the office (5th Defendant) spare the 4th Defendant a room and a parlour. As a level 6 officer he the Plaintiff was not entitle to the whole house. However, the house was restructured in 2004. In 2005 the Plaintiff was still on Grade Level 08 or 09. A staff is entitle to 3-bedroom flat if he is on GL 10.

The witness also stated that after the restructuring the place became 2 flats. That the valuation in paragraph 12 of his statement on oath is in respect of his house only; that he finished paying the cost of the house (N600,000.00) through a mortgage in 2005.

The witness further stated that he has not received any letter of revocation. The deduction from his salary was in respect of the repayment of loan he obtained to purchase the house.

That the 4th Defendant took over his property after his eviction in 2006. In 2006, the 4th Defendant was on Grade Level 08 or 09. He was not entitled to a 3-bedroom flat.

No re-examination, PW3 was accordingly discharged and that is the case for the Plaintiff.

In defence of this case, the 1st, 2nd, 3rd and 6th Defendants filed a 25-paragraph Amended Statement of defence dated 23/9/2010 and called kaka Samuel Senchi as its witness.

Kaka Samuel Senchi testified as DW1. In his evidence-in-chief, the DW1 adopted a 27-paragraph witness statement on oath

dated 23/9/2010 as his evidence; the said DW1's statement on oath is accordingly adopted as forming part of this judgment.

The gist of DW1's evidence is that the Plaintiff obtained, completed and submitted his form of expression of interest as a career public servant to purchase the house in dispute, which the Plaintiff described as a one bed-room flat or unit, upon which the 2nd Defendant issued a letter of allocation of one bed-room flat or unit to the Plaintiff.

That the Plaintiff and the 4th Defendant both visited the office of the 2nd Defendant to complain about irregular allocation of the 3-bed-room house, consequent upon which the 2nd Defendant set up the necessary machinery to investigate the complaint of the Plaintiff and the 4th Defendant.

It is the evidence that the 4th Defendant also submitted application for expression of interest in the said house, described the house in his form as a 3-bed-room house, consequent upon which the house was allocated to him as a sitting tenant.

That upon investigation on the Plaintiff and the 4th Defendant, it was discovered that the house in question is a 3-bedroom flat with one bedroom boy's quarters and same was allocated to the Plaintiff and the 4th Defendant and one other staff by the 5th defendant on sharing basis.

That the 2nd Defendant in resolving the conflict resorted to the directive of the FGN in a circular issued by the Office of the Head of Service of the Federation dated 22/4/2005 which stipulates

that where a Federal Government Ministry allocated a house/quarter to its staff on sharing basis, the most senior officer among the sharing staff should be allocated the house.

That after confirming that the allocation of 1 bedroom flat made to Plaintiff was made in error; the 2nd Defendant revoked the Plaintiff's offer/allocation and affirmed that of the 4th Defendant since the 4th Defendant was the most senior officer among the staff sharing the 3 bedroom house.

It is the evidence of DW1 that the 3rd Defendant is not aware and never gave approval for any renovation of the said 3-bedroom flat and if any renovation was done by the Plaintiff at all it was done in total breach of the terms and condition contained in the letter of offer, since the Plaintiff has not fully paid for the house.

Under cross-examination of DW1 by the Plaintiff's counsel, the DW1 stated that from various ministries, parastatals and agencies, it is the 2nd Defendant that sale the houses on behalf of Federal Government of Nigeria. That the properties were valued before the offer were issued.

It is the evidence of DW1 that the offer given to the Plaintiff was not only in error but the Plaintiff mislead the authority by saying that the house is a one bed-room instead of a 3-bed-room. That the Plaintiff entered the property being a civil servant and same was allocated to him by his office. The Plaintiff was never evicted from the house by the authority.

The witness further stated that he did not know if the Plaintiff was written about the revocation of the offer or not.

Under cross-examination of DW1 by the 4th Defendant's counsel, the DW1 stated that there is no record in their office that the house was restructured into 2 unit of 1 bed-room flat.

Under cross-examination of DW1 by the 5th defendant's counsel, the DW1 stated that by the reason of moving from one government office to another, a staff does not lost his right over the house he has paid for.

That the outcome of their investigation is that the 4th Defendant is the most senior of the two (2) contending parties and the house unit is a 3-bed-room flat and not one (1) bed-room flat and they allocated the house to the 4th defendant because he was the most senior and he applied for 3-bedroom flat.

The house was not advertised because there was civil servant in the house. The Plaintiff paid N60,000.00 as part payment. The 2nd Defendant did not refund the money to the Plaintiff because the Plaintiff instituted a case in court.

No re-examination, DW1 was discharged.

In defence of this suit, the 4th Defendant filed a 25-paragraph Amended Statement of Defence dated 6/2/2015 and the 4th Defendant himself testified as the DW2.

In his evidence-in-chief, the DW2 adopted a 24-paragraph witness statement on oath dated 16/5/2017 as his evidence; the

said DW2's statement on oath is hereby adopted as forming part of this judgment.

The gist of the DW2's evidence is that the said house in dispute was being jointly used by the Plaintiff and himself as there was no demarcation both in and out of it.

That at the time in question, he remained the most senior of the three colleagues in occupation of the 3-bed-room flat, being that he was on Level 9 while the other two were in Levels 6 and 5 respectively.

That the building in question has always been and remain a three bed-room bungalow and was even confirmed by the inspection visit report issued by an officer of N.E.P.C. in 2002.

That as the most senior officer in the house and after the completion of the form, the 3rd Defendant offer him the house in the sum of N2,650,000 which he paid in four (4) installments and on 3/10/2007 the house was officially handed over to him via a letter.

In the cause of DW1's evidence, the following documents were admitted as exhibits:

1. Letter of Allocation dated 29/7/03 – Exhibit V.
2. FCT Water Board Bill and 2 Power Holding Company Plc bills – Exhibits W1, W2 and W3.
3. CTC of Promotion letter dated 11/5/04 – Exhibit X
4. CTC of Allocation letter dated 13/1/03 – Exhibit Y.
5. Report dated 12/12/02 – Exhibit Z1.

6. CTC of Building Plan – Exhibit Z2
7. Offer letter dated 30/11/05 – Exhibit Z3.
8. Expression of Interest Form – Exhibit Z4.
9. Receipts of Payment – Exhibit Z9 & Z10.
10. Mortgage Agreement and Hand Over letter dated 5/12/06 and 3/10/07 – Exhibit Z6 and Z7.
11. Letter dated 7/3/06 and 13/3/07 – Exhibit Z11 and Z12.
12. Memo. dated 20/3/09 – Exhibit Z13.
13. Petition dated 3/11/08 – Exhibit Z14.
14. Letter dated 4/11/08 – Exhibit Z15.

Under cross-examination of DW2 by the 5th Defendant's Counsel, the DW2 stated that he was the last person to come into the house. The 3 of them in the house were jointly allocated the house on sharing basis. That he had no issue with the Plaintiff while sharing the house with him. They both shared the same kitchen. The DW2 stated further that the property he applied for was a 3-bedroom flat including the boy's quarters. That the nature of the house was well indicated and the policy of government on a shared quarters or house was also made known to them. They were told that in such situation where many officers shared one accommodation, the most senior will be sold the accommodation. The other officers in the house had no right of first refusal.

Under cross-examination by the Plaintiff's counsel, the DW2 stated that the property was partly allocated to 3 persons on

sharing basis i.e. that all the 3 officers were giving specific portion in the house. There was no restructuring of the property.

The DW2 further stated that he had no power to instruct the 1st, 2nd, 3rd and 6th Defendants to eject the Plaintiff from the property. That the Plaintiff packed out of the house on his own.

No re-examination, DW2 was discharged.

In defence of this suit, the 5th Defendant filed a 24-paragraph Amended Statement of Defence dated 11/6/2013 and called the following witnesses.

Philomena L. Egwuiche testified as the DW3. In her evidence-in-chief, she adopted a 30-paragraph witness statement on oath dated 17/6/13 as her evidence; the said DW3's evidence is adopted as forming part of this judgment.

The gist of the DW3's evidence is that the 5th Defendant purchased some landed properties in Kubwa including the subject matter of this suit. Thereafter the 5th Defendant allocated the 3 bed-room to the Plaintiff and the boy quarters to one Mr. Reuben Akintse and subsequently allocated a room and a parlour to the 4th Defendant, leaving the plaintiff with two rooms.

It is the evidence of the DW3 that as a result of the demolition notice issued by the FCDA, the Estate Unit of the 5th Defendant carried out a comprehensive restructuring of the entire building into two units of one bed-room flat each.

That the entire restructuring of the building was carried out by the in-house architect under the supervision of DW3.

Under cross-examination of DW3 by the 4th Defendant's counsel, the DW3 stated that House No. 84 Gudu Street is of 3-bedroom bungalow with boys quarters and same was allocated to the Plaintiff by the 5th Defendant even though the Plaintiff was not entitled to a 3-bedroom bungalow. Later on the 4th Defendant was allocated part of the house. The witness also stated that it was Architect Ben Hegbe that did the design for the restructuring. The copy of the Design was admitted in evidence as Exhibit Z16.

Under cross-examination by the Plaintiff's counsel, the DW3 stated that there was restructuring and re-molding of the house, the subject matter of this suit into two (2) flats.

That the restructuring was because of the problem between the Plaintiff and the 4th Defendant.

Under re-examination, the DW3 stated that it was when the Plaintiff and the 4th Defendant were having issues that she got to know about the squatting arrangement. Thereafter DW3 was discharged.

Uduak Moses Etokowoh testified as DW4. In her evidence-in-chief, she adopted a 33-paragraph witness statement on oath dated 17/6/2013 as her evidence; the said DW4's statement on oath is accordingly adopted as forming part of this judgment.

The gist of the DW4's evidence is that upon the purchase of the subject matter by the 5th Defendant, the boy's quarters was allocated to one Mr. Reuben Akintse while the Plaintiff was allocated the main building consisting of a three bedroom.

That upon the transfer of the 4th Defendant to Abuja's Office of the 5th Defendant, the 5th Defendant allocated a room and parlour of the 3 bed-room to the 4th Defendant while the Plaintiff continued to occupy the two rooms.

That there were reports of disagreement and quarrels between the Plaintiff and the 4th Defendant, which necessitated the 5th Defendant through its Estate Unit to carry out a comprehensive restructuring of the entire building in such a way that the entire building became two units of one bed-room flat each, with each flat having its toilet and kitchen independent of the other.

It is the further averment of the DW4 that upon the commencement of the monetization policy both the Plaintiff and 4th Defendants applied and were given allocation letters in 2005 over their respective one bed-room flats by the 1st, 2nd, 3rd and 6th Defendants.

In the cause of DW4's evidence, the following documents were admitted as exhibits:

1. CTC of letter dated 29/7/03 – Exhibit Z17.
2. Circular dated 2/4/2005 – Exhibit Z18.

Under cross-examination of DW4 by the Plaintiff's counsel, the DW4 stated that at the time the 4th Defendant was allocated 1

room and parlour, he was on Grade Level 09 officer. By 2005 when monetization policy came in, the 4th Defendant was still a Level 09 officer.

Under cross-examination by the 4th Defendant's counsel, the DW4 stated that she saw Sketch/Drawing of the house in issue made by Architect Ben Itegebe.

The DW4 further confirmed what he stated in paragraph 7 of his statement on oath and the content of Exhibit D as the same.

Under re-examination, the DW4 stated that the description of the property in Exhibit A is 3-bedroom flat.

DW4 was accordingly discharged.

Architect Ben Itegebe testified as DW5. In his evidence-in-chief, the DW5 adopted a 12-paragraph witness statement on oath dated 17/6/2013 as his evidence; the said DW5's statement on oath is accordingly adopted as forming part of this judgment.

The gist of the DW5's evidence is that the 5th Defendant approved that a partition be created between the room and parlour allocated to either of the Plaintiff and the 4th Defendant by the 5th Defendant in the subject matter of this suit which was a three bedroom bungalow with a two room boy's quarters at the back.

That consequent upon this, the DW5 prepared and submitted the cost estimates to the 5th Defendant and based on drawings and designs submitted by him as the In-House Architect of the 5th

Defendant, he then converted the subject matter to two units of semi-detached one bedroom flats each thereby permanently separating the apartments of the Plaintiff and 4th Defendant from each other.

It is the evidence of the witness that the re-modeling and restructuring/demarcation completely changed the initial concept of the subject matter of this suit.

In the course of DW5's evidence, the Drawing and Design of the subject matter was admitted in evidence as Exhibit Z19 while the estimate bill was admitted as Exhibit Z20.

Under cross-examination of DW5 by the Plaintiff's counsel, the DW5 stated that the property in dispute consist of 3-bedroom and 2 rooms boy's quarters. After restructuring the building was converted to a 2 set of 1 bedroom flats, excluding the boy's quarters.

The witness further stated that as at the time the FCDA came in to assess the property the issue of restructuring was never raised.

Under cross-examination of the witness by the 1st, 2nd, 3rd and 6th Defendant's counsel, the DW5 stated that they did not get the approval of Development Control Department before carrying out the restructuring of the house.

Under cross-examination by the 4th Defendant's counsel, the DW5 stated that he has a Master Degree in Architecture. That when they were restructuring the house, part of the room was removed that was on water line. The approval to remodel the

building is in writing and in the policy file. The cost of the restructuring is about N668,265.00.

Under re-examination, the DW5 stated that he did the demarcation of the property. At the end of demarcation they had 2 units of 1 bedroom flats. DW5 was discharged.

Ezra Yakusak the Legal Adviser to the 5th Defendant testified as the DW6. In his evidence-in-chief, he adopted a 20-paragraph witness statement on oath dated 17/6/2013 as his evidence; the said DW6's statement on oath is hereby adopted as forming part of this judgment.

The gist of the DW6's evidence is that sometimes in 2002, the 5th Defendant purchased the subject matter of this suit being a three bedroom detached bungalow with a two room boy's quarters. That sometimes in 2003, the boy's quarters was allocated to Mr. Reuben Akintse while the Plaintiff was allocated the main apartment by the 5th Defendant. Subsequently, the 4th Defendant was allocated a room and parlour from the main apartment. That due to the demolition notice by the Water Board and the disagreement between the Plaintiff and the 4th Defendant, the 5th Defendant had to redesign the subject matter into two units of one bedroom flats each, thereby permanently demarcating and/or partitioning the Plaintiff from the 4th Defendant.

That following the monetization policy in 2005, the 5th Defendant handed over the subject property to the 1st, 2nd, 3rd and 6th

Defendants, who valued the subject matter as two separate flats aside the boy's quarters.

It is the averment of the DW6 that the 5th Defendant did not authorize or approve the ejection of the Plaintiff or any other person from the subject matter of this suit.

In the cause of DW6's evidence, the following documents were admitted in evidence as exhibits:

1. CTC of a hand-written document – Exhibit Z21.
2. Memo/Request dated 12/6/2006 - Exhibit Z22.
3. Memo dated 15/8/06 – Exhibit Z23.
4. Quit Notice dated 1/8/06 – Exhibit Z24
5. Quit Notice dated 22/6/06 – Exhibit Z25.
6. Letter dated 13/3/2007 – Exhibit Z26.
7. Letter dated 13/10/06 – Exhibit Z27
8. Query letter dated 12/3/09 – Exhibit Z28.
9. Letter dated 19/5/09 – Exhibit Z29.

Under cross-examination by the Plaintiff's counsel, the DW6 stated that the Plaintiff was allocated the house in dispute first before the 4th Defendant who was allocated a room and parlour sometimes in 2004.

That the 5th Defendant considered the complaint by the Plaintiff and decided to resolve same by demarcating the property into 1 bedroom for each party.

The witness further stated that the then Human Resource Manager Mr. Steven Inokobo who issued the ejection notices issued them

without reference or advice from the Legal Unit of the 5th Defendant nor was there approval of management or the Executive Director to that effect. The Council (5th Defendant) was not aware of these Quit Notices.

That when Exhibit Z18 came into force, the Plaintiff and the 4th Defendant had 1 bedroom each and there was none of them allocated the house beyond their Grade Level.

Under cross-examination by the 4th Defendant's counsel, the DW6 stated that he remember certifying a memorandum dated 15/8/06 with some minutes attached thereto and same were admitted in evidence and marked Exhibits Z24 and Z30.

The DW6 went further to state that an advice from the Office of the head of Service is to be viewed seriously.

Under cross-examination, the DW6 stated that after his memo. at Page 3 of Exhibit Z30 nobody get back to him on the issue and that a former owner of a property cannot serve notice to quit on the occupant of such property. DW6 was discharged.

Abubakar Garba Shaibu testified as DW7. In his evidence-in-chief, he adopted a 22-paragraph witness statement on oath dated 17/6/2013 as his evidence; the said DW7's statement on oath is hereby adopted as forming part of this judgment.

The gist of the DW7's evidence is that he was pressured to sign a letter that was addressed to the Chairman, Ad-Hoc Committee on Sales of FGN Houses by Mr. Stephen W. Inokoba, the then Human Resource Manager of the 5th Defendant. That the 5th Defendant

had nothing to do with the eviction/ejection of the Plaintiff from the subject matter of this suit.

In the course of DW7's evidence, a copy of letter dated 7/3/06 was admitted in evidence and marked as Exhibit Z31.

Under cross-examination of DW7 by the Plaintiff's counsel, the DW7 stated that he never had any knowledge of Plot 84 Gudu Street. It is through the letter proposed by the 4th Defendant and Steven Inakobo which asked him to sign that he came to know about the house.

That when the 5th Defendant discovered the letter written to FCDA, they were summoned for a meeting and the DW7 narrated what happened between him, 4th Defendant and Mr. Inokoba. Thereafter he was exonerated by the committee after investigation and Mr. Inokoba was subjected to disciplinary action and was retired. The 4th Defendant was dismissed.

Under cross-examination by the 4th Defendant's counsel, the DW7 stated that an officer at the Directorate cadres can be delegated to sign a document on behalf of an organization. That only Mr. Steven Inokoba can say whether he was delegated by his superior or not.

That he stood with his deposition in paragraph 16 of his statement on oath. That Mr. Inokoba has a lot to tell the court about the letter.

Under re-examination, the DW7 stated that Exhibit Z31 was written in 2007 but wrongly dated 2006. That he signed Exhibit Z31 under duress. There was no written instruction for him to sign Exhibit Z31.

That is the case for the 5th Defendant and the defence.

The 1st, 2nd, 3rd and 6th Defendants filed a 6-page final written address dated 6/6/2019 wherein counsel formulated the following issues for determination:

1. Whether the 5th Defendant or its Agents can *suo muto* restructure the property in dispute without the approval of the 6th Defendant's Development Control Department?.
2. Whether any development without the approval of the 6th Defendant's Development Control Department would not amount to illegality?
3. Whether an action can arise from illegality?
4. Whether in the light of the facts and circumstances of this case, this Honourable Court can exercise its jurisdiction to determine this case?.

On Issue 1, it is the submission of counsel that the 5th Defendant and/or its agents lacks the capacity to restructure the disputed property without the approval of the 6th Defendant's Development Control Department, first had in writing. Court is referred to Section 7(1) of the FCT Act Cap F6 LFN 2004 and Section 34(5) of the Urban and Regional Planning Act Cap N138, LFN 2004.

It is submitted that in the instant case, there is no evidence of approval by the 5th Defendant; therefore the purported restructuring is illegal. See *FONAHAM PROPERTY DEVELOPMENT CO. LTD v MINISTER*, FCT (2012) 1FCT ALR 478 at 511.

On Issue 2, it is the submission that the non-compliance with Section 7(1) of the FCT Act and Section 34(5) of the Urban and Regional Planning Act (URPA) amount to illegality on the part of the 5th Defendant who gave the evidence of the purported illegal restructuring upon which the Claimant's action was founded. See the case of *ALHAJI YAHAYA A. YUSUF & ANOR v SAVANNAH SCAPE REALTORS LTD* (Appeal No. CA/A/719/2013 delivered on 30/4/15; *ACB v ALAWO* (1994) 7 NWLR (Pt 358) 614 at 634.

On Issue 3, it is the submission that the law will not recognize developments carried out in flagrant disregard of relevant town planning laws and development control laws. Such development as in the instant case, are illegal and no claim can be founded on it. See *SODIPO v LEMINKAINEM* (1993) 7 NWLR (Pt 308) 692.

On Issue 4, it is the submission that illegality of this action has affected the competence of this action. An incompetent action shall remove the capacity of a court of competent jurisdiction to exercise its jurisdiction in determining such an action. Court is urged to dismiss this action in its entirety for lack of jurisdiction. See *BUREMO v AKANDE* (2017) 69 NSCQR 103.

It is the submission that assuming without conceding the legality of this action, the parties are bound by the terms and condition of

offer. Exhibit C before this court is an Offer that contains terms and conditions. See *OWORUBOYE TECH SERVICES LTD v U.B.N. LTD* (2013) 15 NWLR (Pt 844) 545 SC. Court is urged to dismiss this action.

The 4th Defendant filed a final written address dated 27/8/2019 wherein counsel distilled two issues for determination:

1. Whether the Claimant has proved through credible evidence, that the three (3) bedroom bungalow contained in Plot 84 Gudu Street, Kubwa, Abuja was both structurally and legally restructured into units of one (1) bedroom flat each to warrant its being sold separately to two different persons?
2. Whether if this court finds that the three bedroom bungalow was not structurally and legally restructured into two units of one bedroom flat, the court can still go ahead to grant any of the Claimant's claims as contained in the writ of summons and statement of claim?

On Issue 1, it is the submission of counsel that the original approval for the building was a three bedroom bungalow, while the little work carried out by the 5th Defendant on same was simply to regularize and bring it back to the same structure/status of a three bedroom bungalow (See Exhibits Z1, Z2, Z15, Z16 and Z19).

It is submitted that by the content of Clause 6 of Exhibit U, the 1st, 2nd, 3rd and 6th Defendants cannot import a stranger that does not occupy the property and sell same to him or her. The 4th

Defendant is qualified to purchase the said property by virtue of this Exhibit U.

It is submitted that the subject property was legally approved and built as a three bedroom bungalow. See Exhibit Z2.

It is the contention that before the subject property can be restructured, an approval must be given by the relevant authorities by virtue of Sections 28, 29 and 30 of the Nigerian Urban and Regional Planning Act (as applicable to FCT) and its attendant penalties at Section 60 and 71 of the same Act.

It is further submitted that assuming though not conceding, that the purported work was truly carried out, yet same would have been an illegality and unenforceable. However, the reverse is the case here. The three bedroom bungalow was intact. There was no attempts at restructuring same. Court is referred to Exhibits Z15, Z16 and Z19.

It is the law that oral evidence cannot be used to vary the content of a document. See UNILORIN TEACHING HOSP. v ABEGUNLE (2015) 3 NWLR (Pt 1447) p. 450 Paras F – G.; UGWUEGEDE v ASADU (2018) 10 NWLR (Pt 1628) 477 Para D.

It is submitted that the Claimant has failed to prove that the three bedroom bungalow contained in Plot No. 84 Gudu Street, Kubwa, Abuja was restructured into two units of one bedroom flat each.

On Issue 2, it is the submission that there is no proof anywhere that the 3 bedroom bungalow the subject matter of this case was both structurally and legally restructured into two units of one bedroom

flat. The evidence before the court is that the work carried out on the building was to regularize the part offensively sitting on a water pipeline by removing the offending room.

It is the submission that the case of Plaintiff failed on its own strength to prove that there was a restructuring such as to warrant issuing a declaration in his favour. Therefore the principal claims of the Plaintiff must fail. Court is urged to so hold.

It follows that where the principal claim fails, the ancillary claims must also fail. See UNILORIN TEACHING HOSP. v ABEGUNDE (Supra). Court is urged to dismiss the Plaintiff's case.

The 5th Defendant filed a 10-page final written address dated 23/7/2019 where counsel distilled a lone issue for determination, thus:

“Whether the Claimant on the preponderance of evidence has established a cause of action against the 5th Defendant and if the 5th Defendant can be said to have been responsive for any loss, damage, stress, nervous shock and cost occasioned by the forceful ejection of the Claimant from this premises occupied by him”

On this sole issue, it is the submission of the 5th Defendant's counsel that whatever transpired during the sale of the subject property of this case is entirely within the knowledge of the 1st, 2nd, 3rd, 4th and 6th Defendants.

It is submitted that the Plaintiff has not made out any case against the 5th Defendant, as there is no cause of action against the 5th Defendant. See OJUKWU v OJUKWU (2008) 12 SC (Pt III).

It is submitted that upon the transfer by the 5th Defendant of all its housing/residential properties to the 2nd and 6th Defendant, the 5th Defendant was no longer the owner neither could its exercise any form of control over the premises.

It is the submission that the 5th Defendant through its witnesses gave direct evidence of the demarcation of the property to corroborate the Plaintiff's evidence. Court is urged to look no further as there is no contrary evidence to the demarcation of the property.

It is submitted that from the claim of the Plaintiff, there is no reasonable cause of action against the 5th Defendant. See the case of RINCO CONSTRUCTION CO. LTD v VEEPEE INDUSTRIES LTD & ANOR (2005) LPELR – 2949 SC Pg 14 Paras E – G.

The Plaintiff filed a final written address of 17-page dated 12/11/2019 wherein counsel formulated the following issues for determination:

1. Whether the Plaintiff was a legal occupant of the property before he was unlawfully ejected?
2. If Issue 1 is answered in the affirmative, whether the Plaintiff can be ejected without a court order?
3. Whether the Plaintiff has powers to force the 1st, 2nd, 3rd and 6th Defendants to enter into the contract of sale of one bed

room flat at Plot 84, Gudu Street, Phase Two Site One Kubwa?

4. Whether the 1st, 2nd, 3rd and 6th Defendants can rescind the contract with the Plaintiff after the offer has been accepted and consideration passed?
5. Whether The 4th Defendant who surreptitiously issued unauthorized Quit Notices and changed a front-loaded document during hearing of this case can benefit from his wrong doing?
6. Whether from the facts and evidence adduced before the court, the Plaintiff is entitled to Flat 2, Plot 84 Gudu Street, Phase 2 Site 1 Kubwa which was offered to him and he accepted and furnished consideration?
7. Whether the Plaintiff suffered any injury to be entitled to be awarded damages as he claims in the statement of claim.

On Issue 1, it is the submission that the Recovery of Premises Act, Cap 544 LFN makes provision for mode of recovering of premises from tenants, which equally stipulated steps to be taken by a landlord or owner of a property before he could validly reclaim possession. See case of OJUKWU v MIL. GOV. OF LAGOS STATE & ORS (1985) 2 NWLR (Pt 10) 2806.

It is submitted that where a landlord refuses to obtain an order of court for possession and ignores the rule of law, enters the premises and takes possession, the landlord has invaded and committed an infraction of the rights of the tenant and renders

himself liable to trespass. See SULE v NIGERIAN COTTON BOARD (1985) 2 NWLR (Pt 5) 17.

In the instant case, it is the submission that the Defendants unlawfully broke into the Plaintiff's apartment while he was away and threw away his properties without recourse to law and the rights of the Plaintiff. Court is urged to hold that the Plaintiff was a legal occupant, *ab initio* in the properties before he was ejected.

On Issue 2, it is the submission that there must be Quit Notice or Notice of Owner's Intention to Recover Possession duly served on the tenant and the court must decide on the case and grant order for possession before a tenant can be legally evicted. See ODUTOLA v PAPERSACK LTD (2006) 18 NWLR (Pt 1012) Pg 470.

It is the contention that the acts of the 1st, 2nd, 3rd, 4th and 6th Defendants by unlawfully breaking into and throwing out the properties of the Plaintiff was arbitrary, and illegal. See MILITARY GOV. OF LAGOS STATE v OJUKWU (Supra).

On Issue 3, it is the submission that the answer to Issue 3 is in the negative. The reason is that it is the owner of a property that determines whether he sells it or not.

It was based on the Newspaper advertisement that the Plaintiff acted by completing the form, paying the 10% and providing mortgage facilities in which the 1st, 2nd, 3rd and 6th Defendants had deducted the money, the worth and cost of properties they sold to the 4th Defendant. The action of the 1st, 2nd, 3rd and 6th Defendant by collecting the initial 10% as well as the subsequent

balance through the mortgage system, coupled with non-formal revocation of the contract before consideration estopped them in law and equity from denying liability to the contract.

On Issue 4, it is the submission that once there is offer and acceptance, coupled with consideration, a contract has been concluded and hence cannot be rescinded without adequate damages. See the case of *TSOKWA OIL MARKETING COMPANY v B.O.N. LTD* (2002) 11 NWLR Pt 777 P. 163 at 200.

It is submitted that from the facts and evidence before the court, the court can deduce that the 1st, 2nd, 3rd and 6th Defendants offered the Plaintiff the property in question. They also collected full consideration from him and never gave him any notice of revocation of offer hence, they have breached the intent and letters of Sections 28(6) & (7); 44 of the Land Use Act and therefore are liable to the Plaintiff.

On Issue 5, it is the submission that a court can expunge any evidence that was wrongly admitted. See *N.I.P.C. LTD v THOMPSON ORGANIZATION LTD* (1969) 1 SCN 1.R. 279.

It is the contention that the 4th Defendant amended his Statement of Defence without front-loading the documents he intended to tender during hearing. Court is urged to expunge the offer letter tendered by the 4th Defendant as same was wrongly admitted.

On Issue 6, it is the submission that where an evidence of a party is unchallenged, such evidence ought to be relied upon by the court. See *ARABAMI v A.B.I LTD* (2006) 3 MJSC 61 AT 70.

The Plaintiff, having been given offer and presently being an employee of the Federal Government of Nigeria, precisely the Customary Court of Appeal, Abuja, applied in line with the advertisement which was for the entire public, fulfilled the conditions that were given without any notice of revocation is entitled to the flat he furnished consideration for.

On Issue 7, it is the submission that the Plaintiff suffered unlawful ejection. He was made to be paying house rent from 2007 till date, after he had furnished consideration for a property he was living in. the Plaintiff was destabilized physically, emotionally and otherwise, when he came back from work and discovered that his house has been broken into and his properties thrown away. Court is urged to hold that the Plaintiff has proved his case to warrant judgment in his favour.

It is the submission that the issues raised by the 1st, 2nd, 3rd and 6th Defendants in their address almost the same and bothers on the approval/legality or not. The law of estoppels forbids them from raising this issue, as they by their offer to the Plaintiff made him to believe there is a legal transaction, upon which he entered into the contract.

On the issue bothering on the provision of the Federal Government Gazette that the house must be sold as it is. It is submitted that the house was sold as it was as at the time it was sold; that is one bedroom flat.

It is also the submission that going by the conditions precedent to sale of the government properties, the 4th Defendant is not qualified to be entitled to 3 bedroom bungalow with boy's quarters and never proved that there was no other officer qualified or available to purchase the category of the property. Court is urged to give judgment in favour of the Plaintiff.

The 1st, 2nd, 3rd and 6th Defendant's counsel filed a 3-page Reply on Points of Law dated 19/11/2019 wherein counsel, on the issue of the Plaintiff being legal occupant of the property, submitted that the Plaintiff had ceased to be a legal occupant having revoked his offer in accordance with the terms and conditions in Exhibit C.

It is also submitted that the Plaintiff cannot derived his legal rights from illegality of purported restructuring by virtue of Section 7(1) of the FCT Act, Cap F6, LFN 2004.

On whether the Plaintiff can be ejected without a court order, it is submitted that no action can rise from illegality or base cause.

On the issue of estoppels as canvassed by the Claimant, it is submitted that the principle of estoppels is an equitable remedy. And equity follows the law. In the instant case, the law is that no action can arise from illegality or base cause. Court is urged to dismiss the case.

The 4th Defendant's counsel filed a written Reply on Points of Law dated 18/11/2019 wherein counsel submitted that the reliance placed on the representation of the 1st, 2nd, 3rd and 6th Defendants

in the Newspaper advertisement in filing his Expression of Interest Form followed by the subsequent acceptance of the purported offer letter, has no nexus with any of the Defendants in this case. Therefore estoppels does not apply in this circumstance to the purported Offer and Acceptance. Court is referred to Section 169 Evidence Act, 2011.

It is the contention of the 4th Defendant's counsel that there was never a one bedroom flat contained in Plot 84 Gudu Street. What contained and the evidence confirmed it was a three bedroom flat bungalow. Therefore there could not have been any proper and valid offer and acceptance of what did not and does not exist. And there was no consensus *ad idem*. See the case of ONUMINYA v ACCESS BANK PLC (2015) 9 NWLR (Pt 1463) at 108 Paras B – C.

Learned counsel further contended that once the Plaintiff says that the existing three bedroom bungalow was restructured, he must prove same before there can be a valid offer and acceptance at law. See Section 131(1) Evidence Act.

It is the submission that assuming though not conceding, that there was a restructuring of the said three bedroom bungalow into two units of 1 bedroom flat, still the law frowns at it and outrightly prohibits the enforcement of that as same is tainted with illegality. See CITEC INT'L LTD v E INT'L INC. & ASSOCIATES (2018) 3 NWLR (Pt 1606) PP 354 – 355 Paras G – C.

It is the submission that the provision of the Land Use Act does not apply to the transaction before this court as the Plaintiff has not and did not obtain any title.

On the issue of forceful ejection of the Plaintiff, it is submitted that same was not proved before this court as the Plaintiff vacated possession willingly and turned back to seek to rip off the Defendants.

It is the submission that the issue of recovery of possession is ancillary to the main claims in this court, therefore it will either swim or sink with them. Court is urged to dismiss this action.

I have carefully considered the processes filed, evidence of witnesses on both sides and submission of learned counsel on both sides, this case as presently constituted poses no complexity, I am in one with the learned counsel to the 4th Defendant that the issues that beg for determination are as follows:

1. Whether the Plaintiff has proved, through credible evidence, that the three bedroom bungalow contained in Plot 84 Gudu Street, Kubwa, Abuja was both structurally and legally restructured into two units of one bedroom flat to warrant its being sold separately to two different persons.
2. Whether, if this court finds that the three bedroom bungalow was not structurally and legally restructured into two units of one bedroom flat, the court can still go ahead to grant any of the Plaintiff's claims as contained in the Writ of Summons and Amended Statement of Claim.

With respect to Issue 1, it is the law that he who assert must prove. See Section 131, 132 and 133 of Evidence Act.

It is not in doubt that both the Plaintiff and 4th Defendant were erstwhile staffer of the 5th Defendant. It is also not in doubt that the 5th Defendant in a bite to solve the accommodation problem of its staff purchased a 3-bedroom bungalow with a boys quarters situated at Plot No. 84 Gudu District, Kubwa which is the subject matter of this suit.

It is in evidence that the Plaintiff occupied the main building while one Reuben Akintse who testified as the PW1 occupied the Boy's quarters.

The 4th Defendant having recently been posted to the 5th Defendant's headquarters in Abuja was officially allocated a one room and parlour as Per Exhibit V. For want of doubt paragraphs 1 of Exhibit V is reproduced as follows:

"I am directed to refer to your application on the above subject matter and to inform you that you have been allocated a room and parlour at the N.E.P.C. residential quarters in Gudu District of Kubwa, Abuja"

It is also in evidence that as a right of domestic issues between the Plaintiff and the 4th Defendant coupled with the facts that the property was located on a waterline, the 5th Defendant demolished the portion on the waterline and in the same transaction demarcated the 3 bedroom flat into 2 units of one-

bedroom flat with each having its own entrance, convenience, room, parlour and kitchen as per Exhibits Z19 and Z20.

To corroborate the above fact, Architect Ben Itegebe who testified as DW5 led unchallenged evidence to the effect that he prepared Drawing and Designs of the 2 units 1 bedroom flats and then converted the subject matter to two units of semi-detached one bedroom flat each thereby permanently separating the apartments of the Plaintiff and the 4th Defendant.

It is the contention of the 1st, 2nd, 3rd 4th and 6th Defendants that there was no approval for the demarcation/restructuring from the appropriate authorities.

It is instructive to note that while the demarcation/restructuring was been carried out, there was no evidence before this court that a Stop Work Order was served on the 5th Defendant.

It is also in evidence that when the demarcation/restructuring was completed it was hand over to the 1st, 2nd, 3rd and 6th Defendants and it was never rejected by them. In fact the Defendants went ahead to place an advertorial in the Leadership Newspaper of November 14, 2006 Exhibit O placing the house in question as **“1 bedroom semi detached bungalow, 1 Sitting room, 1 bedroom, 1 toilet, 1 bath, 1 kitchen Flat 2 Gudu (NEPC) Kubwa”**.

Further, the Plaintiff duly completed the Expression of Interest Form Exhibit C and same was duly verified by the 2nd Defendant and Letter of Offer Exhibit D was accordingly issued to the Plaintiff by

the 3rd Defendant referring to the property as Plot 84 Flat 2, Gudu Street, Kubwa Abuja FCT.

In the light of the above, I hold the considered view that the conduct of the 1st, 2nd, 3rd and 6th Defendants has regularized the demarcation/restructuring of the 3 bedroom into two units of one bedroom. See Section 168 of the Evidence Act. It is also not in doubt that the DW5 who prepared the design and supervised the demarcation/restructuring is a qualified architect in Public Service.

It is pertinent to state at this stage that what was hand over to the 1st, 2nd, 3rd and 6th Defendants was not a 3 bedroom bungalow but a two units of 1 bedroom flat.

The above flat gets its credence from the testimony of Uduak M. Etokowoh DW4 in paragraphs 29 and 30 of her witness statement on oath which is accordingly reproduced hereunder:

“That upon my resumption to office in 2008 I was surprised to learn that a dispute had arisen between the Plaintiff and the 4th Defendant as to who was properly allocated Plot 84 Gudu Street, Kubwa that a dispute should not have arisen as the house was properly allocated by the 5th Defendant prior to handing over to the FCDA under the monetization policy of the Federal Government”

“That I know as a fact that prior to my retrenchment from the 5th Defendant’s employment in December 2005, both the Plaintiff and 4th Defendant applied to the FCDA Ad-Hoc Committee for allocation of the one bedroom flat each and

that the FCDA had actually issued allocation letters to both the Plaintiff and the 4th Defendant for their one bedroom each”

Paragraph 2 of the 4th Defendant's Further and Better Witness Statement on Oath clearly admitted that the 4th Defendant was given an official allocation of one room and parlour.

The 5th Defendant's Architect DW5 carried out the demarcation and tendered Exhibits Z16, Z19 and Z21 showing the portions occupied by the Plaintiff and 4th Defendant and payment for the demarcation.

It is the unchallenged and uncontroverted evidence of the 5th Defendant's witness of the demarcation of the property to corroborate the Plaintiff's evidence.

The 4th Defendant in approbating and reprobating denied in one breath that the property was not demarcated but in another breath by Exhibit Z15 which is a response to the 4th Defendant's request as to if the 5th Defendant obtained a Building Plan Approval before embarking on the demarcation. By the Exhibit Z15 I hold the considered view that the 4th Defendant is in the know of the demarcation carried out on the subject matter.

It is not in doubt that the premises was inspected and valued to enable the Plaintiff pay for his portion of the house, one then wonders upon whose request the same property was re-inspected and re-valued in favour of the 4th Defendant.

At this point it is pertinent to critically look at the “Expression of Interest Forms” of the Plaintiff and the 4th Defendant Exhibit C and Z4 respectively, which forms the basis or foundation upon which the Offer Letters Exhibit D and Z3 were issued. On Exhibit C that of the Plaintiff Clause 3 paragraph 1 the Housing Unit Code is 7A (which represent 1 bedroom flat). On the same paragraph in Exhibit Z4 that of the 4th Defendant what is stated on the column of “Housing Unit Code is “FT” which is alien or different from the guidelines for completion of the form at the back page of the Exhibit Z4. FT never represented any housing units on the said Exhibit. One wonders where the 4th Defendant imported that from.

Secondly, a close look at Exhibit C that of the Plaintiff shows clearly that the 2nd Defendant verified same on 10/6/05 while that of the 4th Defendant Exhibit Z4 was never verified.

Accordingly, I hold the considered view that the effect of verification of Exhibit C is that there exist a two units of one bedroom on Plot 84, Gudu Street, Kubwa Abuja and that the Plaintiff was rightly offered Plot 84 Flat 2,m Gudu Street Kubwa, Abuja as captured in Exhibit D the Offer Letter.

It is not in doubt that there are avalanche evidence before this court that the 4th Defendant was on Grade Level 09 at the time of the transaction and by Exhibit Z18 the FGN circular on “Officers on Government Quarters on sharing basis” the 4th Defendant was not entitle to be offered 3-bedroom flat. Going by the said circular (Exhibit Z18 a 3-bedroom flat is for officers on Grade Level 10 – 12).

If the 1st, 2nd, 3rd and 6th Defendant had done due diligence or verified Exhibit Z4, they would have discovered that the 4th Defendant was not entitled to a 3-bedroom flat and/or that there was not in existence any 3-bedroom flat on Plot 84 Gudu Street, Kubwa but a two units of 1 bedroom as captured in Exhibits Z16 and Z19 respectively.

In the light of all stated above, I am of the considered view that there exist a two units of one bedroom on Plot 84 Gudu Street, Kubwa, Abuja by virtue of the credible evidence adduced before this court. This, accordingly is resolved in favour of the Plaintiff.

Having resolve Issue 1 in favour of the Plaintiff, it follows that the issues as to the validity or otherwise of the notices served on the Plaintiff is of no moment; they are uncalled for.

It is also clear that from Exhibits Q1, Q2 and Q3, the 1st, 2nd, 3rd, 4th and 6th Defendants did carried out threat in paragraph 3 of Exhibit M by evicting the Plaintiff from his lawful quarters.

From the pleadings and evidence before the court, the Plaintiff suffered unlawful ejection, he was made to be paying house rent from date of ejection in 2007 till date, after he had furnished consideration for a property he was living in. It is not out of place to be in one with the Plaintiff that he was destabilized physically, emotionally and otherwise as a result of the actions of the 1st, 2nd, 3rd, 4th and 6th Defendants.

The Plaintiff tendered receipts which he used in renovating the property as well as receipts of rents he has been paying as a

tenant after he was thrown out of the property he has paid for. The receipts were admitted in evidence and were not controverted. It is settled law that where facts are not controverted or discredited through cross-examination, the court should consider it as proved.

Now, I am of the considered view that delving into Issue 2 as formulated will amount to an exercise in futility and academic, which is courts are enjoined not to follow. Accordingly I hold the view that having resolved Issue 1 in favour of the Plaintiff, Issue 2 is of no moment.

In conclusion, I am of the considered view that the Plaintiff have proffer credible and sufficient evidence/materials to warrant this court enter judgment in his favour.

Accordingly, judgment is entered in favour of the Plaintiff against the 1st, 2nd, 3rd, 4th and 6th Defendants jointly and severally as follows:

1. That the Plaintiff is entitled to Flat 2 Plot 84, Gudu Street, Phase 2 Site 1 Kubwa, Abuja.
2. That the issuance of Quit Notice by the 1st Defendant (FCTA) and the subsequent ejection of the Plaintiff from Flat 2, Plot 84, Gudu Street, Kubwa, Abuja by the 1st, 2nd, 3rd, 4th and 6th Defendants is mischievous, malicious, illegal, null and void.
3. The 1st, 2nd, 3rd and 6th Defendants are hereby ordered to reinstated the Plaintiff to Flat 2, Plot 84, Gudu Street, Kubwa –

Abuja or in the alternative relocate the Plaintiff to a choice area in Kubwa.

4. The sum of N23,600.00 being the cost of renovating the flat before the unlawful ejection is awarded against the 1st, 2nd, 3rd, 4th and 6th Defendants.
5. The sum of N1,000,000.00 (One Million Naira) only is awarded as general damages against the 1st, 2nd, 3rd, 4th and 6th Defendants.

(Sgd)
JUSTICE SALISU GARBA
(PRESIDING JUDGE)
15/05/2020

Claimant's Counsel – We are grateful for the considered judgment.

1st, 2nd, 3rd and 6th Defendant's Counsel – Justice has been done in this case.

4th Defendant's Counsel – We are bound by the judgment of the court.

5th Defendant's Counsel – We thank the court for this well considered judgment.³

(Sgd)
JUSTICE SALISU GARBA
(PRESIDING JUDGE)
15/05/2020

