

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY**

**IN THE ABUJA JUDICIAL DIVISION**

**HOLDEN AT MAITAMA**

**BEFORE HIS LORDSHIP:      HON. JUSTICE Y. HALILU**  
**COURT CLERKS                :      JANET O. ODAH & ORS**  
**COURT NUMBER                :      HIGH COURT NO. 22**  
**CASE NUMBER                 :      SUIT NO: CV/125/19**  
**DATE:                             :      TUESDAY 15<sup>TH</sup> DECEMBER, 2020**

**BETWEEN**

**JAMILU ISA YANKWASHI .....      CLAIMANT**

**AND**

**1. DR. MRS. VICTORIA I. OKORONKWO**  
**2. CHARTERED INSTITUTE OF**  
**PROJECT MANAGER OF NIG.      DEFENDANTS**  
**3. HENRY IFEANYI MBADIWE**  
**4. EMMANUEL OLABODE**  
**(Vice Chairman Governing Council)**

# **JUDGMENT**

Claimant took out an Originating Summon dated the 24<sup>th</sup> day of October, 2019 against the Defendants, praying for the following reliefs:-

1. A Declaration that having regard to the provisions of Section 2(1, 2 & 3), Section 1(1) and Section 2 of the First Schedule, Section 15(2a, b & c) of the 2<sup>nd</sup> Defendant's Act (Chartered Institute Of Project Managers Of Nigeria Act No. 3 of 2018), and Section 36(1) of the 1999 Constitution of the Federal Republic of Nigeria (as amended), the 1<sup>st</sup> Defendant as Pioneer President and Chairman Governing Council of the 2<sup>nd</sup> Defendant has no or lacks the statutory powers under the Act to unilaterally withdraw the Appointment of the Claimant as

Pioneer Vice President (North) of the 2<sup>nd</sup> Defendant without the approval of the 2<sup>nd</sup> Defendant's Governing Council created under Section 2(2) of the Act.

2. A Declaration that having regards to the provisions of Section 5(6), Section 4 and Section 2, Section 1(1) and Section 8b of the First Schedule of the 2<sup>nd</sup> Defendant's Act (Chartered Institute of Project Managers Of Nigeria Act No. 3 of 2018), the 1<sup>st</sup> Defendant as Pioneer President and Chairman Governing Council of the 2<sup>nd</sup> Defendant cannot unilaterally and without the approval of 2<sup>nd</sup> Defendant's Council established under Section 2(2) cancel or withdraw the appointment of the Claimant as a Member of the Governing Council of the 2<sup>nd</sup> Defendant.

3. A Declaration that having regards to the provisions of Section 2(1, 2 & 3) and Section 11(1) & (2) of the 2<sup>nd</sup> Defendant's Act, (Chartered Institute Of Project Managers Of Nigeria Act No. 3 of 2018), the 1<sup>st</sup> Defendant as Pioneer President and Chairman Governing Council of the 2<sup>nd</sup> Defendant Institute has no or lacks the statutory powers to unilaterally appoint or employ the 3<sup>rd</sup> Defendant as Registrar of the 2<sup>nd</sup> Defendant without the approval of the Governing Council of the 2<sup>nd</sup> Defendant established under Section 2(2) of the Act.
  
4. A Declaration that the Act that established the 2<sup>nd</sup> Defendant (Chartered Institute of Project Managers Of Nigeria Act No. 3 of 2018) has not created the office of the Vice Chairman Governing Council for the Institute having

regard to the Provisions of Section 2(2) and 3 of the Act and that the 1<sup>st</sup> Defendant has no or lacks the statutory powers to unilaterally appoint the 4<sup>th</sup> Defendant as Vice Chairman of the Governing Council of the 2<sup>nd</sup> Defendant.

5. A Declaration that having regard to the Provisions of Section 2(3), Section 8(a, b & c) of the 1<sup>st</sup> Schedule to the Act, (Chartered Institute Of Project Managers of Nigeria Act No. 3 of 2018) and Section 15(2a, b & c) of the Act and the Provision of Section 36(1) of the 1999 Constitution as Amended, the 1<sup>st</sup> Defendant has no or lacks the Statutory powers to unilaterally withdraw the Certificate of Membership of the Claimant as Fellow of the 2<sup>nd</sup> Defendant issued on the 27<sup>th</sup> of October, 2018 with Certificate No. **FCIPMN 0000134** signed by the 1<sup>st</sup> Defendant.

6. A Declaration that having regard to the Provisions of Section 2(3) and Section 2 of the 1<sup>st</sup> Schedule to the Act (Chartered Institute of Project Managers of Nigeria Act No. 3 of 2018), the Governing Council of the 2<sup>nd</sup> Defendant has no or lacks the powers to act contrary to the Provision of Section 1(1) of the 1<sup>st</sup> Schedule to the Act (Chartered Institute of Power Managers Of Nigeria Act No. 3 of 2018) of the 2<sup>nd</sup> Defendant, which Guaranteed a Term or Tenure of 2 years to the Claimant.
  
7. A Mandatory Order of the Honourable Court directing the Defendants, by themselves, their Staff or Officers to reinstate the Claimant as Pioneer Vice President (North) of the 2<sup>nd</sup> Defendant and a member of the Governing

Council of the 2<sup>nd</sup> Defendant to his statutory terms of 2 years as provided by the Act.

8. A Mandatory Injunction restraining the Defendants by themselves, their officers and staff from further canceling or withdrawing the appointment of the Claimant as Vice President (North) and as Member, Governing Council of the 2<sup>nd</sup> Defendant before the expiration of his statutory tenure of 2 years as provided by the Act establishing the 2<sup>nd</sup> Defendant.
9. An Order of the Honourable Court setting aside the letter of the 1<sup>st</sup> Defendant dated 2<sup>nd</sup> of October, 2019 canceling or withdrawing the appointment of the Claimant as Pioneer Vice President (North), Member of the Governing Council of the 2<sup>nd</sup> Defendant and also set aside

the withdrawal of the Certificate of Membership of the Claimant as Chartered Fellow of the 2<sup>nd</sup> Defendant's Institute.

10. Cost of the proceedings.

11. And such further or other consequential Reliefs as the Honourable Court may deem fit to make in the circumstance of this suit.

In support of the Writ is an affidavit of 18 paragraph deposed to by the Claimant himself.

It is the deposition of the Claimant that he registered as a fellow of the 2<sup>nd</sup> Defendant's Institute and paid the required fees and was issued with a cash receipt of the sum of N155,000.000 (One Hundred and Fifty-Five Thousand Naira) only vide Exhibit 'A' and that he became a fellow of the Institute vide



Certificate issued on the 27<sup>th</sup> October, 2018 vide Exhibit 'B'.

The Claimant further annexed the following documents to the originating summons.

1. A letter appointing him as a member of Governing Council as annexure 'C'.
2. A letter appointing him as Vice President North as annexure 'D'.
3. Accepting Letter of Appointment as a Member of Governing Council as annexure 'E'.
4. Accepting Letter of Appointment as Vice President (North) as annexure 'F'

It is further the affidavit of the Claimant that he received a letter dated 2<sup>nd</sup> October, 2019 address to him through the FCT Minister by the 1<sup>st</sup> Defendant

withdrawing his appointment as Exhibit 'G' and that he responded vide Exhibit 'H'.

It is the deposition of the Claimant that an emergency meeting was scheduled on the 15<sup>th</sup> October, 2019 to deliberate and take a decision on the contents of his letter.

That he was shocked to receive a letter inviting him to attend a workshop and the letter was surprisingly signed by 3<sup>rd</sup> Defendant as the Registrar of the 2<sup>nd</sup> Defendant. Said letter annexed as Exhibit '1'.

Claimant stated further that he objected to the appointment of the 4<sup>th</sup> Defendant as Vice Chairman of the Governing Council of the 2<sup>nd</sup> Defendant as same was unknown and not created by the Act establishing the 2<sup>nd</sup> Defendant. The Act was annexed as Exhibit 'J'.

A written address was filed wherein the following issues were formulated for determination:-

- 1. Whether having regard to the provisions of Section 2(1, 2 & 3), Section 1(1) and Section 2 of the First Schedule, Section 15(2a, b & c) of the 2<sup>nd</sup> Defendant's Act (Chartered Institute of Project Managers of Nigeria Act No.3 of 2018), and Section 36(1) of the 1999 Constitution of the Federal Republic of Nigeria (as amended), the 1<sup>st</sup> Defendant has statutory powers under the Act to unilaterally withdraw the appointment of the Claimant as Pioneer Vice President (North) of the 2<sup>nd</sup> Defendant without the approval of the 2<sup>nd</sup> Defendant's Governing Council.*

***2. Whether having regard to the provisions of Section 5(6), Section 4 and Section 2, Section 1(1) and Section 8b of the First Schedule of the 2<sup>nd</sup> Defendant's Act (Chartered Institute of Project Managers of Nigeria Act No. 3 of 2018), the 1<sup>st</sup> Defendant as Pioneer President and Chairman Governing Council of the 2<sup>nd</sup> Defendant can unilaterally without the approval of 2<sup>nd</sup> Defendant's Council cancel or withdraw the appointment of the Claimant as a Member of the Governing Council of the 2<sup>nd</sup> Defendant.***

***3. Whether having regard to the Provision of Section 2(3), Section 8(a, b & c) o the 1<sup>st</sup> Schedule to the Act, (Chartered Institute Of Project Managers of Nigeria Act No. 3 of 2018) and Section 15(2a, b & c) of the Act and the***

*Provision of Section 36(1) of the 1999 Constitution as Amended, the 1<sup>st</sup> Defendant has the statutory powers to unilaterally withdraw the Certificate of Membership of the Claimant as Fellow of the 2<sup>nd</sup> Defendant issued on the 27<sup>th</sup> of October, 2018 with Certificate No FCIPMN 0000134 signed by the 1<sup>st</sup> Defendant.*

- 4. Whether having regard to the Provisions of Section 2(1, 2 & 3) and Section 11(1) & (2) of the 2<sup>nd</sup> Defendant's Act, (Chartered Institute of Project Managers Of Nigeria Act No. 3 of 2018), the 1<sup>st</sup> Defendant as Pioneer President and Chairman Governing Council of the 2<sup>nd</sup> Defendant Council has the statutory powers to unilaterally appoint or employ the 3<sup>rd</sup> Defendant as Registrar of the 2<sup>nd</sup> Defendant*

*without the approval of Governing Council of the 2<sup>nd</sup> Defendant.*

*5. Whether the Act that established the 2<sup>nd</sup> Defendant (Chartered Institute Of Project Managers of Nigeria Act No. 3 of 2018) has created the office of the Vice Chairman Governing Council for the Institute having regard to the provisions of Section 2(2) and 3 of the Act and whether the 1<sup>st</sup> Defendant has the statutory powers to unilaterally appoint the 4<sup>th</sup> Defendant as Vice Chairman of the Governing Council of the 2<sup>nd</sup> Defendant.*

*6. Whether having regard to the Provision of Section 2(3) and Section 2 of the 1<sup>st</sup> Schedule to the Act (Chartered Institute of Council of the 2<sup>nd</sup> Defendant has the powers to act contrary to*

*the Provision of Section 1(1) of 1<sup>st</sup> the Schedule to the Act (Chartered Institute of Project Managers Of Nigeria Act No. 3 of 2018) of the 2<sup>nd</sup> Defendant, which Guaranteed a Term or Tenure of 2 years to the Claimant.*

Issues 1, 2 and 3 were conjunctively argued. Learned counsel for the Claimant contended that when a court is faced with the interpretation of a statutory provision, the entire provision must be read together as whole so as to determine the object of that provision. *A.T. LTD. VS A.D.H LTD. (2007)15 NWLR (Pt. 1056) 188.*

Counsel argued that the Provisions of Sections 2(1, 2 & 3) Section 1(1) and Section 2 of the First Schedule of the Act Created or established a Governing Council for the 2<sup>nd</sup> Defendant which is

charged with the responsibility for the Administration and general management of the Institute. And that the tenure of office of 2 years beginning from the date of appointment or election of the Council Member.

Learned Counsel submits that Claimant has not ceased to be a Member of the Institute and has not resigned from the Membership and that it is only when a Member has ceased to be a Member or resigns as Member of the 2<sup>nd</sup> Defendant's Institute that his Membership in the Governing Council ceases to exist.

Counsel argued that the right to fair hearing of the Claimant was breached and that if the right to fair hearing was breached the entire action or steps taken



by the 1<sup>st</sup> Defendant is a nullity and which ought to be set aside.

Learned counsel for the Claimant argued further that the right to fair hearing is constitutionally guaranteed and is a right which cannot be waived or of which any citizen can be unjustly strapped of.

***OLUFEAGA VS ADBDUL-RAHEEM (2009)18 NWLR (Pt. 1173) 354 at 464.***

Learned counsel for the Claimant argued further that the decision of the Defendants to rely on section 5(6), 4 and section 2 of the 1<sup>st</sup> schedule of the 2<sup>nd</sup> Defendant's Act to cancel and withdraw the appointment of Claimant as well as his fellowship qualification was erroneously done, as counsel maintained that the said provision was not just irrelevant but inapplicable in view of the fact that the

said provisions deals with the functions of a Registrar legally appointed by the governing council.

Learned counsel for the Claimant also contended that Claimant was already a Chattered fellow of the institute and therefore the section does not relate to him.

On section 4 of the Act which was referred to by the 1<sup>st</sup> Defendant, it is the argument of Claimant's counsel that same applies to those contesting or presenting themselves for election at Annual General Meeting of the institute after expiration of 2 years tenure and that 1<sup>st</sup> Defendant has no justifiable reason to apply said provision to cancel or withdraw the two appointment and fellowship qualification of the Claimant.

Learned counsel urged the court to resolve issues 1, 2 and 3 against the Defendants.

**On issues 4 and 5** which were argued together, learned counsel for the Claimant argued that the Act establishing the 2<sup>nd</sup> Defendant had made clear provisions which only require obedience and compliance. Counsel argued that a perusal of the Act would show that the institution is a body corporate with provisions for the establishment and composition of governing council, General management and operation of Institute. Learned council contended that section 11(1) and (2) of the Act provides for the Appointment of a Registrar and states the qualification. Counsel for the Claimant argued that the powers of the Appointment of Registrar (3<sup>rd</sup> Defendant) resides with the governing council of the institute and not the 1<sup>st</sup> Defendant, and

that the 3<sup>rd</sup> Defendant who signed Exhibit “1” (letter to Claimant signed by the 3<sup>rd</sup> Defendant as Registrar) was never appointed by the Governing Council of the 2<sup>nd</sup> Defendant at any meeting as at 27<sup>th</sup> September, 2019. Learned counsel argued that where words used in this action are clear and unambiguous, it must be given its ordinary meaning.

Learned counsel for the Applicant stressed that the provision of section 11(1) of the Act is clear and so is the provision of section 2(2) and 3 of the Act which have been discussed earlier in the preceding part of this judgment. Learned counsel stated that sections 2(2) and 3 of the Act created the governing council of the 2<sup>nd</sup> Defendant and has not created the office of vice Chairman of the governing council. Learned counsel urged the court to similarly resolve issues 4 and 5 against the Defendants.

**On issue 6, whether having regard to the Provision of Section 2(3) and Section 2 of the 1<sup>st</sup> Schedule to the Act (Chartered Institute of Council of the 2<sup>nd</sup> Defendant has the powers to act contrary to the Provision of Section 1(1) of 1<sup>st</sup> the Schedule to the Act (Chartered Institute of Project Managers Of Nigeria Act No. 3 of 2018) of the 2<sup>nd</sup> Defendant, which Guaranteed a Term or Tenure of 2 years to the Claimant, learned counsel contended that the Rule of law must be followed and that compliance with statutory provisions is necessary in order not to defeat the clear intention of the framers of the Act. *MARWA VS NYAKO (2012) NWLR (Pt. 1296) Pages 200 at 337* was cited, in urging the court to also resolve the 6<sup>th</sup> issue against the Defendants**

Upon service, Defendants filed Notice of Preliminary Objection seeking for an Order of this Court striking

out the Originating Summon of the Claimant for want of jurisdiction, on the one hand and in the event that the court disagrees, filed a 30 paragraphs counter affidavit in response.

The grounds upon which the application was brought is that the 2<sup>nd</sup> Defendant is an agency of the Federal Government of Nigeria and therefore the present suit ought to have been filed at the Federal High Court Pursuant to Section 251 (I)(P)(R) of the Constitution of the Federal Republic of Nigeria 1999, and that Claimant's complaint before this Honourable Court borders on the withdrawal of his appointment and possible reinstatement to the 2<sup>nd</sup> Defendant and thus falls within the exclusive jurisdiction of the National Industrial Court in compliance with Section 254(C)(I)(a) of the Constitution of the Federal Republic of Nigeria.

In line with law, a written address was filed wherein a lone issue to wit; whether this Honourable Court is cloaked with the requisite jurisdiction to entertain this suit.

Arguing on above, learned counsel contended that where in the proceedings of a case, the issue of jurisdiction is raised and challenged, the court must first and foremost decide on whether it has the jurisdiction first ***HOPE DEMOCRATIC PARTY VS MR. PETER OBI & ORS (2011) LPELR 8226 (SC).***

It is also the submission of learned counsel that the 2<sup>nd</sup> Defendant being an agency of Federal Government of Nigeria and a party in this suit challenging the validity of the Executive or Administrative decision of the 2<sup>nd</sup> Defendant as it

pertains to his appointment and subsequent removal and that this court does not have jurisdiction.

Learned counsel argued further that the subject matter of litigation does not fall under the jurisdiction of this Honourable Court but National Industrial Court of Nigeria Pursuant to the Provisions of Section 254 (c)(1)(a) of the Constitution.

Court was urge to strike out this Suit in the interest of justice.

Upon service, the Claimant filed reply wherein counsel argued that the Federal Government of Nigeria is not a party in this suit as there is no claim against it, and that the meaning and nature of agency relationship has been settled as relationship that exist between two persons, one of whom expressly or



impliedly consents that the other should represent him or act on his behalf. ***MIKANO INTERNATIONAL LTD. VS EHUMABU (2013) LPELR 20282 CA.***

Learned counsel argued that the court has the power as well as jurisdiction to entertain the claim having regard to the parties in litigation as well as the subject matter of litigation, the court ought to consider both.

***AGBULA VS WARRI REFINERY AND PETROCHEMICAL COMPANY LTD. (2012) LPELR 20628 - SC.***

On the originating summon, learned counsel filed counter affidavit of 30 Paragraph duly deposed to by the 1<sup>st</sup> Defendant herself (Dr. Mrs. Victoria

Okoronkwo) in opposition to the Originating  
Summon

It is the deposition of the Defendants that this court is bereft of the requisite jurisdiction to entertain this suit and the Claimant was never validly a Member of the Governing Council or the Vice President (North) of the 2<sup>nd</sup> Defendant.

That the President of the Federal Republic of Nigeria accented to a bill submitted by the 1<sup>st</sup> Defendant and 2<sup>nd</sup> Defendant erroneously appointed the Claimant and One Dr. AnyimNyerere as Vice President North and South respectively in utter contravention of the provisions of the Act. The Act was annexed as Exhibit 'A'. The letters of withdrawal of the appointment is annexed as Exhibit 'B' and the

minute of meeting ratifying the withdrawal is annexed as Exhibit 'C'.

That the tenure of office and appointment referred to in the 2<sup>nd</sup> Defendant's Schedule to its Act does not apply to the position of Vice President of the 2<sup>nd</sup> Defendant. And that Dr. Anyim accepted the withdrawal of his appointment upon understanding that it was done in furtherance and actualization, and that there is no Pioneer Vice President (North) as claimed by the Claimant and that same was done in error, and that it is incorrect that the Claimant merited Membership of the Governing Council.

Defendants stated also that the Claimant was present where the letter of withdrawal of his appointment was ratified and after distributing his letter dated 9<sup>th</sup> October, 2019 and the meeting of the 16<sup>th</sup> October,

2019 was primarily on the illegal use of the 2<sup>nd</sup> Defendant's letter head paper for his letter of 9<sup>th</sup> October, 2019.

Defendants' states further that the Governing Council interviewed amongst other Applicants the 3<sup>rd</sup> Defendant for the position of Registrar of the 2<sup>nd</sup> Defendant and appointed same, and that the 4<sup>th</sup> Defendant who was an already existing Member of the Governing Council representing the Nigeria Association of Chambers of Commerce, Industry Mines and Agriculture was appointed Vice-Chairman in compliance with the provisions of the Acts.

In line with law and procedure a written address is file wherein a sole issue was formulated for determination to wit;

*Whether in view of the provisions of the Chartered Institute of Project Managers of Nigeria (Establishment) Act, 2017, the Claimant has sufficiently proven his claims to entitle him to the reliefs sought in the Originating Summons.*

Arguing on above, learned counsel contended that Section 2(2) of Act 2017 makes provision for a Governing Council which shall be responsible for the Administration and General Management of the 2<sup>nd</sup> Defendant.

Learned counsel for the Defendants further argued that the purported Membership of the Claimant to its Governing Council was in any event invalid abinitio as it contravenes the Provisions of Section 5(2)(a)(i) and 4 of the Act as Claimant never served the 2<sup>nd</sup> Defendant prior to the wrongful appointment.

Learned Counsel stated that even the letter appointing the Claimant was accepted after the lapsed of the appointment, and that Claimant misinterpreted the Provisions of the 2<sup>nd</sup> Defendant's Act by wrongly using same to suit their agenda.

Learned Counsel also argued that for all intent and purposes, the 3<sup>rd</sup> Defendant is the Registrar of the 2<sup>nd</sup> Defendant as the numerical composition of the Governing Council of the 2<sup>nd</sup> Defendant was not changed and breach of the 2<sup>nd</sup> Defendant Act was done against the Claimant.

Learned counsel for Defendants argued that claim for Declaration of title is always won on the strength of the evidence adduced and not on admission or absence of defence.

***ALHAJI ADEBAYO AKANDE VS JIMOH ADISA  
& ANOR (2012)8 SCN 86 at 80 C – D.***

Upon service, the Claimant filed a further affidavit of 31 paragraph wherein the Claimant stated that this court has jurisdiction to adjudicate on this matter and that he is a valid member of the Governing Council and Vice President (North) of the 2<sup>nd</sup> Defendant.

That he accepted the Membership of the 2<sup>nd</sup> Defendant Governing Council within the prescribed period of 10 working days from the date he received the letter, and that he is a registered Member of the 2<sup>nd</sup> Defendant and he merited and duly earned his Membership in the category of Chartered Fellow and also Honouring Fellow and his appointment as Vice President North were on merit.

In urging the court to grant the sought reliefs, Claimant annexed the following to the further affidavit;

1. Letter of Appointment as Exhibit 'K'
2. Letter of Reminder as Exhibit 'L'
3. Certificate of Fellowship as Exhibit 'M'
4. Registration of the Chartered Institution of Project Programme and Project Portfolio Management of Nigeria as Exhibit 'N'
5. Induction Invitation as Exhibit 'O'
6. Letter of Conferment from the 2<sup>nd</sup> Defendant as Exhibit 'P'
7. Photograph as Exhibit 'Q' & 'R'



8. Forms of Application for Admission as Exhibit 'S'

9. Cash Receipt as Exhibit 'T'

10. Letter of Invitation as Exhibit 'U'

11. News Paper Publication as Exhibit 'V'

Upon service, the Defendants filed further and better affidavit of 8 paragraph wherein the Defendant stated that Claimant Membership of the 2<sup>nd</sup> Defendant is not disputed but his appointment as Vice President (North) and Member of the Governing Council of the 2<sup>nd</sup> Defendant.

That the Suit of the Claimant merely challenges the validity of the Claimant's appointment as Vice President (North) and Member of the Governing

Council. Defendants on the whole urge the court to dismiss Claimant's action.

**COURT:-**I have gone through the affidavit evidence of the claimant vis – a – vis the Exhibits annexed therein in support of the case of the Claimant and legal argument on the one hand, and the counter affidavit filed by the Defendants in opposing the case of the Claimant on the other hand. I have perused the further and better affidavit filed by Claimant and the Exhibits thereto, and that filed by the Defendants on the other hand.

Defendants/Applicants challenged the jurisdiction of this court to determine this matter which was taken together with the originating summons.

I shall therefore consider the objection to the jurisdiction of this court as raised by Defendants and

determine same before delving into the substantive originating summons.

It is the submission of the Defendants' counsel that by virtue of section 251 (1) (e) of the 1999 constitution of the Federal Republic of Nigeria (as amended), the High Court of the Federal Capital Territory Abuja has no jurisdiction to entertain the suit in question.

I need only state that the provision of section 251 (1) of the 1999 Constitution of FRN subject to its provision has conferred exclusive jurisdiction on the Federal High Court in all matters within their purview and to do so the facts of the case must involve the Federal Government or any of its agencies.. ***NEPA VS ADEGBENRO (2002) 18 NWLR (Pt. 798) 79 at 98.***

I have gone through the argument for and against the Notice of Preliminary objection raised by learned counsel for the Defendant and the response of counsel for the Plaintiff. In the opinion of court, the lone issue for determination is whether it is only the Federal High Court that has jurisdiction over all matters relating to the government and its agencies?

There is no blanket provision in section 251 (1) (p)(q)(r) of the 1999 constitution as amended 2011 which confers exclusive jurisdiction on the Federal High Court in suit against the Federal Government or any of its agencies regardless of the subject matter. Only a few selected cases were made the exclusive preserve of the Federal High Court.

Section 251 (1) (p) and (r) of the 1999 constitution requires the following conditions precedent before

any action or proceedings could come under its operations namely:-

- a. The action or proceeding must be brought against the Federal government or any of its agencies.
- b. The action or proceedings must be for a declaration or injunction.
- c. The action or proceeding must affect the validity of any executive or administrative action or decision of the Federal Government or any of its agencies.

Provided that nothing in the said provisions of section 251(1)(p), (q) and (r) of this subsection shall prevent a person from seeking redress against the Federal Government or any of its agencies in an action for damages, injunction or specific

performance where the action is based on any enactment, law or equity.

A cursory examination of the jurisdiction conferred on the Federal High Court in the 1999 constitution as amended clearly shows that the court has not been conferred with jurisdiction to entertain claim founded on contract. In other words, section 251 (1) provides a limitation to the general and all embracing jurisdiction of the state and the FCT High Court because the items listed under the said section 251 (1) can only be determined exclusively by the Federal High Court. Consequently, all the other items not included in would still be within the jurisdiction of this state and the FCT High Courts.

In the instant case, the relief sought by the Claimant against the Defendants is neither for a declaration

nor for an injunctive order in respect of any executive or administrative action or decision of the Federal Government or any of its agencies, but an action for reinstatement of the Claimant into his office.

It is of no moment that the 2<sup>nd</sup> Defendant was incorporated as company. The dispute in this case is one premised on sack of the Claimant. One major factor for determination which court possesses jurisdiction is the subject matter of the suit. Indeed, the right of the Plaintiff to fair hearing is not among those included in the original and additional exclusive jurisdiction conferred on the Federal High Court.

The fact that the Constitution of Federal Republic of Nigeria recognizes the exclusiveness of Federal

High Court in certain areas, is certainly no license for litigants to dangle such and use same as sword instead of shield.

The said provision is not a draconian monster with the attendant capacity of alienating rights of other courts.

Therefore, the cause of action is within the jurisdiction of the FCT High Court, I so hold.

On the whole, it is my firm view that this preliminary objection is frivolous and most time wasting. I shall dismiss it for above reasons aforementioned.

Accordingly the said notice of preliminary objection is hereby and accordingly dismissed.



Having determined that this Honourable court has the jurisdiction to entertain this action, I shall now beam my judicial search light on the affidavit of the parties to ascertain who the law tilt in his favour.

The law is well settled that originating summons may be employed to commence an action where the issue involved is one of the construction of a written law, instrument, deed or will or other document or some question of law is involved or where there is unlikely to be any substantial dispute an issues of facts between the parties. ***KEYAMO VS HOUSE OF ASSEMBLY (2002) 12 SC (Pt. 1) 190.***

Let me also state from the onset that where conflicts in the affidavit do not touch on the material substance of the matter before the court, decision may be based on the evidence in those affidavits

without resort to oral evidence to resolve such immaterial facts.

It is however trite that an originating summons is procedure where the evidence in the main is by way of documents and there is no serious dispute as to the facts therein. It is not a proper procedure where contentions issues or facts are to be resolved.

Claimant in his 18 paragraph affidavit and further affidavit accompanying the Originating Summons annexed documents labeled as Exhibits “A” – “H” as stated in the preceding part of this Judgment.

Defendants in their counter affidavit to the Originating Summons annexed Exhibits “A” – “C” as also captured in the preceding part of this Judgment.

Indeed, a trial court has the onerous duty of considering all documents placed before it in the interest of justice. Trial Court has a duty to closely examine documentary evidence placed before it in the course of its evaluation and comment or act on it. Documents tendered before a trial court are meant for scrutiny or examination and evaluation. ***MOHAMMED VS ABDULKADIR (2008) 4 NWLR (Pt. 1076) 11 at Page 156 – 157.***

Having perused through the said documents annexed to the affidavit of the parties, in the opinion of the court a lone issue called for determination to wit;

Whether in view of the provisions of the Chartered Institute of Project Managers of Nigeria (establishment) Act 2017, the Claimant has sufficiently proven his claims to entitle him

to the reliefs sought in the Originating Summons.

It is instructive to note that Section 2(2) of the Chartered Institute of Project Manager of Nigeria Act 2017 make provision for a Governing Council, which shall be responsible for the Administration and General Management of the 2<sup>nd</sup> Defendant. Amongst the composition of the council, there shall be a President and two Vice – Presidents and by the Provision of Section 4 of the Act, shall either be Chartered Members or Fellows of the 2<sup>nd</sup> Defendant to be elected at an annual general meeting.

The said Section 4 of the Act provides thus:-

***“The Institute shall have a President and two Vice – Presidents, who shall be Chartered Members or Fellows of the Institute, to be***

*elected by the Chartered Members at the annual general meeting and shall hold office each for a term of 2 (two) years from the date of election and shall not be eligible for re-election after two terms of two years each”.*

Section 1(1) of the 1<sup>st</sup> Schedule to the Act provides that *“subject to the provisions of this paragraph, a member of the council shall hold office for a period of two years beginning from the date of his appointment or election”.*

Section 1(2) of the 1<sup>st</sup> Schedule to the Act provides that *“Any Member of this Institute who ceases to be a Member of the Institute shall, if he is also a member of the council, cease to hold office on the Council”.*

Indeed, when a Court is faced with the interpretation of a statutory provision, the entire provision must be read together so as to determine the object of that provision. Also, where a Court is to interpret a statute, the alternative construction that is consistent with the smooth running of the system shall prevail. ***A.T. LTD. VS A.D.H. LTD. (2007)15 NWLR (Pt. 1056)18.***

The Claimant in his affidavit in support of the Originating Summons stated that he is a registered fellow of the 2<sup>nd</sup> Defendant's Institute and that he paid the necessary fees. The receipt of payment and his Membership Certificate were annexed as Exhibits 'A & B'.

Claimant equally annexed his letter of appointment as a member of the Governing Council of the

Chartered Institute of Project Managers as Exhibit 'C', Letter of Appointment as Vice – President (North) in the Governing Council as Exhibit 'D' and Letters of Acceptance as Exhibits 'E & F' respectively.

It is the contention of the Defendants that the Membership of the Claimant to its Governing Council was invalid abinitio as same contravened the Provisions of Section 5(2) a(i) and 4 of the CIPMN Act 2017 which provides as follows:-

5(2) a person or body accorded by the Council the status of a Member shall be enrolled as;

a. A Fellow, if he is a member of High Professional or Administrative standing who.

1. Has served the Institute and had at least 7 (seven) years' experience in a Senior Project

Management Post in a Private or Public Organization at the time of his application or enrollment.

Indeed, the law is trite and well settled that the object of interpretation of a statute or the constitution is to discover the intention of the Legislature which intention is usually deduced from the language used. Therefore, the golden rule of interpreting a Constitutional or Statutory Provision is that the words of the Constitution or Statutes must prima facie be given their ordinary meaning. *SALAMI VS CHAIRMAN LEDB (1989)5 NWLR (Pt. 123)*.

May I ask the following question..can the Defendants withdraw the Membership of the



Claimant without recourse to the Provision of the Act?

The answer is in negative, as Section 1(2) of the 1<sup>st</sup> Schedule to the Act provides that it is only where a Member has ceased to be a member or resigns as a member of the 2<sup>nd</sup> Defendant's Institute that his membership in the Governing Council or his appointment or election in whatever capacity ceases to exist.

It is instructive to state here that Section 15 2(a) & (b) stated as follows:-

***“The Council may, if it deems fit, withdraw any approval given under the Section in respect of any course, qualification or institution but before withdrawing the approval the Council shall;***

- a. Give notice that it proposes to do so to persons in Nigeria appearing to the Council to be persons by whom the course is conducted or the qualification is granted or the Institution is controlled.*
- b. Afford such persons or Institutions an opportunity to make to the Council representations with regards to the proposal and*
- c. Take into consideration any representation made in relation to the proposal under paragraph.”*

Indeed the foregoing provisions of the Act provides that the council may withdraw any approval in respect of any qualification or institution but before withdrawing the approval, the Council shall give

notice to the person to appear and must afford such person an opportunity to make representation and that the council must take into consideration any representation made by the person.

From what has played out in this case, it is obvious that, the right to fair hearing of the Claimant was breached and since the Claimant was not given opportunity to defend himself, the entire action or steps taken by the 1<sup>st</sup> Defendant or the Council of the 2<sup>nd</sup> Defendant remains an affront to the Constitution of the FRN and the Act establishing the 2<sup>nd</sup> Defendant, in consequence thereof, a nullity ab initio. I so hold.

It is instructive to state here that the right to fair hearing as provided under Section 36(1) is a

Constitutionally Guaranteed Right which is entrenched in the Constitution of Nigeria.

It is a Fundamental Right which cannot be waived.

***OLUFEAGA VS ABDUL – RAHEEM (2009)18 NWLR (Pt. 1173)3B4 at 464.***

Having not given the Claimant fair hearing, all steps taken by the Defendants are nullity and therefore cannot stand in the eyes of law.

Similarly, the Provisions of Section 2(2) and 3 of the Act has not by any imagination created or envisaged the creation of the office of the Vice Chairman of the Governing Council of the 2<sup>nd</sup> Defendant as Section 5(2) of the 1<sup>st</sup> Schedule to the Act provides that at meeting of the Council, the Chairman or in his absence, the Vice – Chairman shall preside, but if

both are absent the Members present at the meeting shall appoint one of them to preside at the meeting.

From the above therefore, it is obvious that the 1<sup>st</sup> Defendant lacks the statutory powers to unilaterally appoint the 4<sup>th</sup> Defendant as Vice – Chairman of the Governing Council of the 2<sup>nd</sup> Defendant. And also the 1<sup>st</sup> Defendant lacks the Statutory Powers under the Act to unilaterally withdraw the appointment of the Claimant as pioneer Vice – President (North) of the 2<sup>nd</sup> Defendant without the approval of the 2<sup>nd</sup> Defendant's Governing Council.

From what has played out on the whole, the actions of the Defendants who dragged the provisions of the enabling Act establishing it on its head, has falling short of the provisions of the same Act and the Constitution of FRN 1999 as amended.

You can't put something on nothing and expect it to stand. *UAC VS MCFOY (1961) 3 WLR 1405.*

Indeed, justice is the tolerable accommodation of the conflicting interest of society, and I don't believe there is any royal road to attain such accommodation secretly. What Defendants have done is nothing short of an illegal contraption to remove the Claimant and even suspend him. What Defendants have done is an affront to morality, societal norms and contrary to public policy.

He who passively accepts evil is as much involved in it as he who helps to perpetrate it.

I would not say more.

The case of the Claimant succeeds on all grounds, Defendants having removed and suspended him without due compliance with the provisions of the

law.. Claimant is entitled to Judgment and I hereby so enter Judgment in his favour.

Consequently, the following Declarations are hereby made:-

1. A Declaration that having regard to the provisions of Section 2(1, 2 & 3), Section 1(1) and Section 2 of the First Schedule, Section 15(2a, b & c) of the 2<sup>nd</sup> Defendant's Act (Chartered Institute Of Project Managers Of Nigeria Act No. 3 of 2018), and Section 36(1) of the 1999 Constitution of the Federal Republic of Nigeria (as amended), the 1<sup>st</sup> Defendant as Pioneer President and Chairman Governing Council of the 2<sup>nd</sup> Defendant has no or lacks the statutory powers under the Act to unilaterally withdraw the Appointment of the Claimant as

Pioneer Vice President (North) of the 2<sup>nd</sup> Defendant without the approval of the 2<sup>nd</sup> Defendant's Governing Council created under Section 2(2) of the Act is hereby granted.

2. A Declaration that having regards to the provisions of Section 5(6), Section 4 and Section 2, Section 1(1) and Section 8b of the First Schedule of the 2<sup>nd</sup> Defendant's Act (Chartered Institute of Project Managers Of Nigeria Act No. 3 of 2018), the 1<sup>st</sup> Defendant as Pioneer President and Chairman Governing Council of the 2<sup>nd</sup> Defendant cannot unilaterally and without the approval of 2<sup>nd</sup> Defendant's Council established under Section 2(2) cancel or withdraw the appointment of the Claimant as a Member of the Governing Council of the 2<sup>nd</sup> Defendant is hereby granted.



3. A Declaration that having regards to the provisions of Section 2(1, 2 & 3) and Section 11(1) & (2) of the 2<sup>nd</sup> Defendant's Act, (Chartered Institute Of Project Managers Of Nigeria Act No. 3 of 2018), the 1<sup>st</sup> Defendant as Pioneer President and Chairman Governing Council of the 2<sup>nd</sup> Defendant Institute has no or lacks the statutory powers to unilaterally appoint or employ the 3<sup>rd</sup> Defendant as Registrar of the 2<sup>nd</sup> Defendant without the approval of the Governing Council of the 2<sup>nd</sup> Defendant established under Section 2(2) of the Act is hereby granted.
  
4. A Declaration that the Act that established the 2<sup>nd</sup> Defendant (Chartered Institute of Project Managers Of Nigeria Act No. 3 of 2018) has not created the office of the Vice Chairman

Governing Council for the Institute having regard to the Provisions of Section 2(2) and 3 of the Act and that the 1<sup>st</sup> Defendant has no or lacks the statutory powers to unilaterally appoint the 4<sup>th</sup> Defendant as Vice Chairman of the Governing Council of the 2<sup>nd</sup> Defendant is hereby granted.

5. A Declaration that having regard to the Provisions of Section 2(3), Section 8(a, b & c) of the 1<sup>st</sup> Schedule to the Act, (Chartered Institute Of Project Managers of Nigeria Act No. 3 of 2018) and Section 15(2a, b & c) of the Act and the Provision of Section 36(1) of the 1999 Constitution as Amended, the 1<sup>st</sup> Defendant has no or lacks the Statutory powers to unilaterally withdraw the Certificate of Membership of the Claimant as Fellow of the 2<sup>nd</sup> Defendant issued

on the 27<sup>th</sup> of October, 2018 with Certificate No. **FCIPMN 0000134** signed by the 1<sup>st</sup> Defendant is hereby granted.

6. A Declaration that having regard to the Provisions of Section 2(3) and Section 2 of the 1<sup>st</sup> Schedule to the Act (Chartered Institute of Project Managers of Nigeria Act No. 3 of 2018), the Governing Council of the 2<sup>nd</sup> Defendant has no or lacks the powers to act contrary to the Provision of Section 1(1) of the 1<sup>st</sup> Schedule to the Act (Chartered Institute of Power Managers Of Nigeria Act No. 3 of 2018) of the 2<sup>nd</sup> Defendant, which Guaranteed a Term or Tenure of 2 years to the Claimant is hereby granted.
7. A Mandatory Order of this Court directing the Defendants, by themselves, their Staff or

Officers to reinstate the Claimant as Pioneer Vice President (North) of the 2<sup>nd</sup> Defendant and a member of the Governing Council of the 2<sup>nd</sup> Defendant to his statutory terms of 2 years as provided by the Act is hereby made.

8. A Mandatory Injunction restraining the Defendants by themselves, their officers and staff from further canceling or withdrawing the appointment of the Claimant as Vice President (North) and as Member, Governing Council of the 2<sup>nd</sup> Defendant before the expiration of his statutory tenure of 2 years as provided by the Act establishing the 2<sup>nd</sup> Defendant is hereby granted.

9. An Order of the Honourable Court setting aside the letter of the 1<sup>st</sup> Defendant dated 2<sup>nd</sup> of

October, 2019 canceling or withdrawing the appointment of the Claimant as Pioneer Vice President (North), Member of the Governing Council of the 2<sup>nd</sup> Defendant and also set aside the withdrawal of the Certificate of Membership of the Claimant as Chartered Fellow of the 2<sup>nd</sup> Defendant's Institute is hereby made.

*Justice Y. Halilu*  
*Hon. Judge*  
*15<sup>th</sup> December, 2020*

## **APPEARANCE**

Abdulhameed Mohammed with Bashir S. Ahmed and NuraAbdulrahaman – for theClaimant.

ChukwudiMaduka with KelechiU.– for the Defendants.