

IN THE HIGH COURT OF JUSTICE OF THE F.C.T.

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT KUBWA, ABUJA

ON TUESDAY, THE 20TH DAY OF NOVEMBER, 2020

BEFORE HIS LORDSHIP: HON. JUSTICE K. N. OGBONNAYA

JUDGE

SUIT NO.: FCT/HC/CV/1904/20

BETWEEN:

FOOTSTEP PRESS & BOOKS LIMITED ----- } CLAIMANT

AND

PEOPLES DEMOCRATIC PARTY ----- } DEFENDANT

JUDGMENT

Since the Defendant is unable to establish that it has prima facie on merit to the case of the Plaintiff, the Plaintiff is therefore entitled to the Judgment of this Court being entered in its favour having been able through the facts in the Affidavit and documents attached in support established that the Defendant actually issued the Letter of Award for the 2 (two) contracts and that they, the Plaintiff

actually executed the said contract as specified within the specified period. The Plaintiff have also shown that the goods were supplied, accepted and receipt acknowledged by the Defendant Storekeeper/Store Officer via the 2 Store Receipt Vouchers. They have also shown that they demand several for the payment of the contract sums via EXH. F1 & F2.

The Plaintiff equally established that it further demand payment after the attempt to amicably settle out of Court after the Judgment and Order Nisi and Enforcement in Suit No.: FCT/HC/CV/1042/17 was set aside as a nullity. This is as evidenced in EXH. G & H as well as EXH. I. Again by EXH K the Plaintiff showed that the issues in dispute was not determined by the Ruling in M/3206/18 and that the issue continue until the EXH. J when it withdrew the case hoping that the Defendant will live up to its promise to pay the Plaintiff the contract sum. EXH. K confirms that the debt was still unpaid by the Defendant. That is why the Plaintiff instructed its Counsel – Lawrence E. Erewele & Co. to demand for the payment of the contracts sums. The Resolution of the Board of the Plaintiff dated 13/11/19 further confirmed the continued existence of the debt.

From all the above it is evidently clear that the Defendant failed to establish that they have a prima facie defence to the Suit of the Plaintiff. It shows that the Plaintiff is entitled to its claim as there is no defence by Defendant to such claim. So this Court holds. This Court grants the claim of Plaintiff to wit:

This Court therefore hold and order that the Defendant should without any further delay pay to the Plaintiff the whole Contract Sum of:

1. Twelve Million, Five Hundred Thousand Naira (~~₦~~12, 000,000.00) = for the contract of 12th of April, 2016.

2. And Forty Eight Million, Eight Hundred and Sixty Six Thousand, Six Hundred and Fifty Naira (~~₦~~48, 866,650.00) = for the contract awarded on the 25th of April, 2016 without further delay.

3. The Defendant is hereby ordered to pay the Plaintiff 10% post Judgment Interest

on both contract sums from date of this Judgment until the Judgment Sum is fully liquidated.

This is the Judgment of this Court.

Delivered today the ___ day of _____ 2020 by me.

**K.N. OGBONNAYA
HON. JUDGE**