

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

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT JABI –ABUJA

HIS LORDSHIP: HON.JUSTICE M.S. IDRIS

COURT NUMBER: 28

DATE:-4th December, 2023

FCT/HC/CV/1877/2014

BETWEEN:

- 1. AMINATU CONSULT LIMITED**
- 2. NATIONWIDE PROPERTIES LIMITED**

PLAINTIFFS

AND

- 1.HON. MINISTER FEDERAL CAPITAL TERRITORY
ADMINISTRATION**
- 2. FEDERAL CAPITAL TERRITORY ADMINISTRATION**
- 3. FEDERAL CAPITAL DEVELOPMENT AUTHORITY**
- 4. QUARTZ SOLAR ENERGY SYSTEMS LIMITED**
- 5. MR. STEPHEN ACHEMA**

DEFENDANTS

JUDGMENT

The Claimants commenced this suit vide a writ of summons and an amended statement of claim filed on 19th November, 2020. The Claimant sought the following reliefs:-

1. A DECLARATORY ORDER of the Honourable Court that the First Plaintiff's title to the property known as Park/Plot No. 112 located within C20 Sector F District and evidenced by letter of offer/approval dated 20th July, 2007 is valid and subsisting.

2. AN ORDER of perpetual injunction restraining the Defendants, their agents, servants or privies however described or anybody else acting on their behalf from trespassing, interfering and or disturbing the 1st Plaintiff's lawful use and occupation of the said Plaintiffs' property known as Park/Plot No. 112 located within C20 Sector F District and evidenced by Letter of Offer/Approval dated 20th July, 2007.
3. AN ORDER of perpetual injunction restraining the Defendants, their agents, servants or privies however described, or any other person acting for them in whatever capacity from harassing, intimidating, or in any way obstructing the 1st Plaintiff's lawful occupation, use and enjoyment of the said Plaintiff's property known as Park/Plot No. 112 located within C20 Sector F District and evidenced by letter of offer/approval dated 20th July, 2007
4. A DECLARATORY ORDER of the Honourable Court that the First Defendant's purported allocation of the First Plaintiff's plot herein referred to as property known as Park/Plot No. 112 located within C20 Sector F District and evidenced by a letter of offer/approval dated 20 July 2007 to the 4th Defendant is illegal unfounded, illegitimate, suspect, questionable and without any moral or legal justification whatsoever.

The Claimant's contention is that the 1st Claimant is the lawful allottee and holder of the property described and known as Park/Plot No. 112, C20, Sector F District, Karmo, Abuja evidenced by a Letter of Offer/Approval dated the 5th day of February 2011 and a Deed of Sublease dated 25th day of July, 2007 (Exhibit6 & 1 respectively)

That the 1st Claimant appointed the 2nd Claimant as its Lawful Attorney after the said Plot No. 112, C20, Sector F District, Karmo Abuja was allocated to it.

The Claimants further aver that the 2nd Claimant duly paid to the 1st Claimant, the sum of ₦100,000,000.00 (One Hundred Million Naira) as valuable consideration for the Power of Attorney granted.

Upon obtaining approval to develop the said property subject matter of this suit, the 2nd Claimant in fulfillment of the covenants as stipulated in the Letter of Offer/Approval dated the 5th day of February, 2011 and the Deed of Sublease dated 25th July, 2007, expended the total sum of ₦375,000,000.00 (Three Hundred and Seventy-Five Million Naira) in developing the said plot to a Golf Course of International Standard.

However, the 2nd and 3rd Defendants in disregard of the Claimant's financial commitments, acts of possession, and the approval gotten from the 1st Defendant, purportedly reallocated the said Plot to the 4th Defendant.

The 1st to 3rd Defendants on the 3rd day of July, 2014 went ahead to paste a demolition notice on Park/Plot No. 112, C20 Sector Centre F District Abuja and have been making attempts at displacing the Claimants despite the approval from the 1st Defendant and the Deed of Sublease signed by the 1st Claimant and the 1st Defendant.

The 1st - 3rd Defendants contention is that the document relied on by the Claimants as proof of valid title did not emanate from the 1st - 3rd Defendants and assuming but not conceding that the document relied on emanated from the 1st - 3rd Defendants, it is not an instrument the 1st - 3rd Defendants use to convey valid title to land neither is the document an instrument known

to any subsisting law as one used to convey and/or grant valid title to the holder/bearer of such document.

The 1st - 3rd Defendants solidly maintain that the only person allocated Park/Plot No. 112 within Cadastral Zone C20, Sector F District is the 4th Defendant and the 4th Defendant is the only person issued with a valid Statutory Right of Occupancy dated 28th March 2014 which also is the valid and legally recognized instrument of conveyance of right to land to a person or corporate entity as the case may be.

It is the Defendant's view that the Claimant's case is predicated upon a misconceived and erroneous fact that the 1st - 3rd Defendants had approved the grant of Right of Occupancy vide a Letter of Offer/Approval dated 20th July 2007 in respect of Park/Plot No. 112 within Cadastral Zone C20, Sector F Center District, Abuja, whereas what the Claimants are referring to as letter of approval is a purported letter of intent to develop and manage the subject matter of this suit which was not even issued by the Hon. Minister of the Federal Capital Territory as provided for by the Constitution and other statutes.

The 1st to 3rd Defendants filed their 1st, 2nd, and 3rd Defendants' Joint Statement of Defence on the 25th of November 2020 while the 4th Defendant filed its consequential 4th Defendant Statement of Defence along with Counter Claim. The 4th Defendant counterclaimed against the Claimants as follows:-

- i. A DECLARATION OF COURT that the 4th Defendant/Counter Claimant is the sole and rightful holder from the 1st Defendant (Hon. Minister of the Federal Capital Territory) of the Statutory Right of Occupancy in Plot 112, Cadastral Zone C20, Sector Centre F District, Abuja measuring about 1.90 hectares granted to the 4th Defendant (Quartz Solar Energy Systems Limited) and

- evidenced by an Offer Letter conveying the grant in 2014 from the 1st Defendant.
- ii. A DECLARATION OF COURT that the Plaintiffs, whether the 1st or 2nd Plaintiffs or any person, have no Statutory Right of Occupancy evidenced by a Letter of Offer from the 1st Defendant (Hon. Minister of the Federal Capital Territory) in Plot 112, Cadastral Zone C20, Sector Centre F District, Abuja measuring about 1.90 hectares or in Plot 241, Cadastral Zone C10, Dakwo District, Abuja; Plot 233 and 2732. Cadastral Zone E27, Apo Resettlement Layout, Abuja; Plot 42, Cadastral Zone BO8, Jahi District, Abuja; Plot 3625, Cadastral Zone E005, Aviation Village, Abuja; Plot 3624, Aviation Village, Abuja; and Plot 107, within Lokogoma District, Abuja all alleged to be linked to the 4th Defendant/Counter Claimant's Statutory grant.
 - iii. A DECLARATION OF COURT that title to land in the Federal Capital Territory is not claimed or gotten by possession or acts of possession and without a Statutory Right of Occupancy granted from the 1st Defendant (Hon. Minister of the Federal Capital Territory) there is no way any person or entity can hold title in land in the Federal Capital Territory or claim possession of same.
 - iv. A DECLARATION OF COURT that the contraption known as the "Abuja Metropolitan Management Agency" is not a creation of Statute, is not a juristic person, and as such cannot grant Statutory Rights of Occupancy and any such Statutory Right of Occupancy or grant granted by the aforementioned contraption is void including that made to the 1st Plaintiff/Defendant under the Counter Claim on the 20th July, 2007.

- v. A DECLARATION OF COURT that the name " TLP Luka BulusAchi" has never been the Minister of the Federal Capital Territory and has never been known to be one and as such Cannot grant to any person title or any interest in Land.

- vi. A DECLARATION OF COURT that the Plaintiffs/Defendants under the Counter Claim of the 4th Defendant are trespassers to the 4th Defendant/Counter Claimant's Plot 112, Cadastral Zone C20, Sector Centre F District, Abuja measuring about 1.90 hectares or in Plot 241, Cadastral Zone C10, Dakwo District, Abuja; Plot 233 and 2732, Cadastral Zone E27, Apo Resettlement Layout, Abuja; Plot 42, Cadastral Zone BO8, Jahi District, Abuja; Plot 3625, Cadastral Zone E05, Aviation Village. Abuja; Plot 3624, Aviation Village, Abuja; and Plot 107, within Lokogoma District, Abuja all said to be linked to the 4th Defendant's Plot.

- vii. AN ORDER OF COURT perpetually restraining the Plaintiffs/Defendants under the 4th Defendant's Counter Claim from entering Plot 112, Cadastral Zone C20, Sector Centre District, Abuja measuring about 1.90 hectares or in Plot 241, Cadastral Zone C10, Dakwo District, Abuja; Plot 233 and 2732, Cadastral Zone E27, Apo Resettlement Layout, Abuja; Plot 42, Cadastral Zone BO8, Jahi District, Abuja; Plot 3625, Cadastral Zone E05, Aviation Village, Abuja; Plot 3624, Aviation Village, Abuja; and Plot 107, within Lokogoma District, Abuja all said to be linked to the 4th Defendant's Plot.

- viii. AN ORDER OF COURT voiding the document dated the 20th July 2007 signed by one TPL Luka Bulus Achi of the

Abuja Metropolitan Management Agency by which the Plaintiffs are laying Claim to Plot 112, Cadastral Zone C20, Sector Centre F District, Abuja measuring about 1.90 hectares and all other documents being paraded by the Plaintiffs/Defendants under the 4th Defendants Counter Claim to Plot 241, Cadastral Zone C10, Dakwo District, Abuja; Plot 233 and 2732, Cadastral Zone E27, Apo Resettlement Layout, Abuja; Plot 42, Cadastral Zone B08, Jahi District, Abuja; Plot 3625, Cadastral Zone E05, Aviation Village, Abuja; Plot 3624, Aviation Village, Abuja; and Plot 107, within Lokogoma District, Abuja.

- ix. AN ORDER OF COURT awarding damages in the sum of ₦200,000,000.00 (Two Hundred Million Naira) only against the Plaintiffs/Defendants under the 4th Defendants Counter Claim for trespass to Plot 112, Cadastral Zone c20, Sector Centre F District, Abuja measuring about 1.90 hectares or in Plot 241, Cadastral Zone C10, Dakwo District, Abuja; Plot 233 and 2732, Cadastral Zone E27, Apo Resettlement Layout, Abuja; Plot 42, Cadastral Zone B08, Jahi District, Abuja; Plot 3625, Cadastral Zone E05, Aviation Village, Abuja; Plot 3624, Aviation Village, Abuja; and Plot 107, within Lokogoma District, Abuja.
- x. AN ORDER OF COURT granting immediate vacant possession of Plot 112, Cadastral Zone C20, Sector Centre F District, Abuja measuring about 1.90 hectares to the 4th Defendant or in Plot 241, Cadastral Zone C10, Dakwo District, Abuja; Plot 233 and 2732, Cadastral Zone E27, Apo Resettlement Layout, Abuja; Plot 42, Cadastral Zone B08, Jahi District, Abuja; Plot 3625, Cadastral Zone E05, Aviation Village, Abuja; Plot 3624, Aviation Village, Abuja; and Plot 107, within Lokogoma District, Abuja and

directing the 1st to 3rd Defendants in the main suit before the Court to assist the Plaintiff in gaining the vacant possession claimed.

- xi. COST of this suit as may be adjudged appropriate in the complete discretion of the Court.

The Claimant's Reply and Defence to Counter Claim was deemed filed by the Order of this Honourable Court.

The trial began on the 29th March, 2023 wherein the Claimants called one AliyatIshaku who adopted his witness statement on oath and was cross-examined accordingly.

The Claimant's sole witness tendered Eight (8) Documents which were all admitted into evidence and marked in the manner stated below:

(a) Deed of Sublease admitted as EXHIBIT 1

(b) Letter dated 5th May, 2014 admitted as EXHIBIT 2

(c) Appeal for conversion dated 17 April, 2012 admitted as EXHIBIT 3.

(d) Appeal for conversion dated 18th September, 2014 admitted as EXHIBITS 4

(e) Letter of Intent to develop dated 5th of February, 2011 admitted as EXHIBIT 6

(f) Pictures/Certificate of Compliance dated admitted as EXHIBIT 7

(g) Another Five (5) Pictures/Certificate of compliance dated 6th February 2023 admitted as EXHIBIT 8

The 1st - 3rd Defendants called its sole witness Sarah AdunniAiomale who adopted her Witness Statement witness on oath dated and filed on the 25th day of November, 2020. She

was cross-examined and the 1st to 3rd Defendants closed their case.

The 4th Defendant called its sole witness Nura Saudi who adopted his Witness Statement on oath dated and filed on the 27th day of September, 2022. He was cross-examined and the 4th Defendant closed its case.

The Defendants tendered the following exhibits in support of their case.

- i. Offer of Statutory Right of Occupancy dated 28th March, 2014 – Exhibit DW1
- ii. Application for grant dated 7th June 2012 – Exhibit DW2
- iii. Legal Search dated 16th April 2014 – Exhibit DW3
- iv. Payment Receipt from AGIS with attached Bank Teller dated 10th April 2014 – Exhibit DW4
- v. Site Plan with file No. MISC 119516 – Exhibit DW5
- vi. Statutory Right of Occupancy Bill dated 28th March 2014 – Exhibit DW6

The 5th Defendant failed to file its statement of defense. An application for foreclosure was made by the Claimants and same was granted by this Honorable Court.

At the close of hearing, parties filed their respective final written address.

The 1st to 3rd Defendants in their final written address raised two issues:-

1. Whether or not A Deed of Sublease and the letter of intent to develop and manage a property can be regarded in law as proof of ownership of the property by the holder of the letter of intent and the sub-lessee.

2. Whether or not the Claimants have placed sufficient evidence before the court that would warrant the grant of prayers sought by the Claimants in this case.

On the first issue, learned counsel on behalf of the 1st – 3rd Defendants argued strongly that a letter of Intent to develop and manage Park No: 112 within Cadastral Zone C20, Sector F Karmo District, Abuja (The subject matter of this case) does not and cannot confer any right of ownership in the Claimants in this suit. Counsel argued that the only document which the Claimant has and/or that the Claimants are relying on in claiming title and ownership of the subject matter of this suit is the purported letter of intent to develop and manage the subject matter of this suit which was purportedly issued to the Claimants by the Abuja Metropolitan Management Agency who is not a statutory authority to issue allocation of land to anybody within the Federal Capital Territory. That the Claimants have not tendered any Statutory Right of Occupancy whatsoever before this Honourable Court in evidence that would or can support their claim for ownership of the subject matter of this suit.

Relying on judicial authorities such as ***ELAYO v. VEREGH& ORS (2019) LPELR-47134(CA); Ilona v Idakwo (2003) LPELR-1496 (SC); Madu v Madu (2006) 2-3 S.C. (PT. 11) 109, (2006) LPELR-1806 (SC) and Otukpo v John (2012) LPELR-25053(SC)*** amongst others, counsel maintained a certificate of occupancy is a prima facie evidence of title, and that the only holder of a Certificate of Occupancy and or title to the subject matter of this suit is the 4th Defendant, the 4th Defendant's title is genuine and valid as the title is neither set aside or revoke by the issuing authority the Hon. Minister of the Federal Capital Territory as recognized by law.

Counsel submitted that in law, only the Minister of the Federal Capital Territory can, in conformity with the relevant Constitutional and Statutory Provisions issue a statutory right of occupancy to land situated in the Federal Capital Territory. See Mohammed Munir Hassan (Sued As Persons Unknown In Occupation of Property Of This Action) V. Hasiya K. Liman (Suing Through Her Lawful Attorney, **MONKAS GAS NIGERIA LTD (2022) LPELR - 58120 (CA)**). Therefore in the absence of any grant by the Minister of the FCT, to the Claimants, the purported grant of "title" to the Claimants by the Abuja Metropolitan Management Agency as per Claimants' Exhibits 1 and 6 before the Court was not only inchoate, ineffective, invalid, but null and void in law.

On the second issue, the learned counsel on behalf of the 1st – 3rd Defendants submitted that the Claimants had not placed any substantial evidence before the court in support of their case and that the Claimants had failed, refused, and neglected to discharge the onus placed on them by the law and as such their reliefs before this Honourable Court should not be granted.

The 4th Claimant in the final written address in support of his Defence/Counter Claim raised two issues:

- a. Whether the Plaintiffs have proved their case to entitle them to the reliefs sought before this Honourable Court
- b. Whether the 4th Defendant is entitled to the reliefs sought in the counter Claim.

Relying on the Supreme Court decision in **MESSRS SINGOZ & CO. (NIG) LTD V. U.M. CO. LTD (2022) 18 NWLR PART 1862 at page 211**, and other cited judicial authorities, counsel on behalf of the 4th Defendant/Counter Claimant argued that careful perusal of Exhibit 1 tendered by the

Claimants will reveal that it does not pass all the tests outlined by the Supreme Court and therefore the claim of title must fail.

Counsel cited Section 131(1) of the Evidence Act, 2011 provides that "Once a person is granted a Statutory right of occupancy in and over a parcel of land, he is entitled to hold same to the exclusion of any other person unless and until the certificate of occupancy is set aside. See ***OLAGUNJU V. ADESOYE (2009) 9 NWLR (Pt. 1146) p.225 at***

Based on the foregoing authorities cited, counsel submitted that the Plaintiffs have not proved their case to entitle it to the grant of its relief as sought on the face of the Statement of Claim having traced its root of title from Deed of sublease from Abuja Metropolitan Management agency and that the 4th Defendant has provided enough evidence to entitle him to the grant of the Counter Claim.

The Claimant in its final written address, formulated the following issues:-

1. Whether the Plaintiffs have sufficiently proved their case on the preponderance of evidence to entitle them to the reliefs sought.
2. Whether by the provisions of the ministers' statutory power and duties (miscellaneous provisions) act, the 1st Defendant has the authority to delegate its duties and/or powers.

On issue 1, counsel on behalf of the Claimant argued that from EXHIBIT I i.e. the Deed of Sublease dated 25th July 2007, executed between the 1st Claimant and the 1st Defendant, through one of the 1st Defendant's agencies, the Abuja Metropolitan Management Agency (AMMA), the property known as Plot NO. 112(20 park), the property in question was duly assigned to the 1st Plaintiff upon satisfying all conditions and requirements.

Counsel maintained that it is clear that the 1st Defendant allocated the disputed plot to the 1st Plaintiff. Also, that a careful perusal of the title documents granted to the 1st Plaintiff and the purported title documents of the 4th and 5th Defendant would reveal that the ownership of the 1st Plaintiff is and remains the first in time.

Counsel further argued that the above documents of title were never revoked by the 1st Defendant.

On issue 2, learned counsel for the claimants argued that that the Honourable Minister has the power to delegate where necessary. That he is empowered to exercise any power or perform any duty by delegation. Counsel relied on Section 3 of the Ministers' Statutory Power and Duties (Miscellaneous Provisions) Act and the case of ***NWOSU VS. IMO STATE (1990) 2 NWLR (PT 135) PG 688 PG 700 RATIO DECIDE 21.***

Having taken the pains to critically analyze the facts of this case and the arguments of counsel, I fully appreciate the facts in issue in this case, and the overall contention of parties. Consequently, I will formulate a single issue that will enable the court to do justice to this case on its merit:

"Whether the Claimants or the Defendants/ Counter Claimant has proved their case to entitle either of them to the judgment of this court?"

I have carefully considered the contents of Exhibit 1, the Deed of Sublease between Abuja Metropolitan Management Agency and the 1st Claimant. The said document reveals that the transaction between Abuja Metropolitan Management Agency and the 1st Claimant was for a sublease of Plot No. 112 C20 Park, Sector F District. The term of the sublease was for a period of 30 years. The lease agreement itself mentioned the

fact that the Hon. Minister of the Federal Capital Territory leased the said Plot to Abuja Metropolitan Management Agency, who in turn subleased the plot to the 1st Claimant for a period of 30 years on the terms and conditions contained therein.

I have also looked at exhibit 6 which the Claimant's laid reliance on to agitate for title to subject matter in dispute. Exhibit 6 is a Letter of Intent to Develop, Manage and Operate Park 112, C20, signed by one TPL. Luka Bulus Achi, Director, Parks and Recreation, Abuja Metropolitan Management Agency, conveying approval for the 1st Claimant to use Plot 112, C20 for Indoor/ Outdoor Events and General Purposes.

Now, the question is, can the said exhibit 1 and 6 be regarded as title documents conferring title to Plot 112, C20 on the Claimants?

The Courts have held that, once a document of title is tendered and admitted in evidence, the Court adjudicating on the dispute must carefully scrutinize and evaluate the document. See ***AKINDURO V. ALAYA (2007) 6 SC (PT.2) 120 at 134 - 135;***

The law has laid down conditions that must be satisfied before production of a document of title can amount to sufficient proof of title. In the case of ***NYOMI & ANOR. V. NJOKU & ANOR. (2021) LPELR - 55558 (CA)***, the Court held: "Production of a document of title is one of the five ways of proving ownership or title to land. However, before the document of title can amount to sufficient proof of ownership, the Court must satisfy itself that; the document is genuine or valid, it has been duly executed, the grantor has an authority and capacity to make the grant, the grantor has in fact what he proposes to grant, and the grant has the effect claimed by the holder of the instrument. See ***ROMAINE V. ROMAINE (1992) 4 NWLR***

(PT. 238) 650. SEE ALSO KYARI V. ALKALI (2001) FWLR (PT. 60) 1481, OLANIYAN & ORS VS. FATOKI (2013), LPELR-20936 (SC)

Now, to amount a document of title that can on its own transfer title to land and sustain a claim of ownership of land, the document must satisfy two important requirements; namely:-

- (i)*** if it was made after the commencement of the Land Use Act in March of 1978, it must have been assented to by the Governor of the State in which the land it sought to convey is situated or the FCT Minister, if the land is in the Federal Capital Territory. Otherwise, it will be null and void and cannot sustain a legal title to land - ***SAVANNAH BANK OF NIGERIA PLC VS AJILO (1989) 1 NWLR (PT 97) 309, INNIH VS FERADOAGRO CONSORTIUM LTD (1990) 5 NWLR (PT 152) 605, UNION BANK OF NIGERIA PLC VS AYODARE& SONS (NIG) LTD (2007) 13 NWLR (PT 1052) 567, BROSSETTE MANUFACTURING NIG. LTD VS MESSRS OLA ILEMOBOLA LTD (2007) 14 NWLR (PT 1053) 109, PHARMATEK INDUSTRIAL PROJECTS LTD VS TRADE BANK NIGERIA PLC (2009) 13 NWLR (PT 1159) 577, OLALOMI INDUSTRIES LTD VS NIGERIAN INDUSTRIAL DEVELOPMENT BANK (2009) 16 NWLR (PT 1167) 411; AND***
- (ii)*** it must be registered in the Lands Registry under the laws governing registration of documents of title in the State in which the land it sought to convey is situated; an unregistered registrable instrument remains ineffectual unless and until it is registered and it is not admissible to prove title to land - ***OREDOLAOKEYA TRADING CO VS ATTORNEY GENERAL, KWARA STATE (1992) 7***

NWLR (PT 254) 412, EZEUGU VS ONWUCHEKWA (1997) 4 NWLR (PT 502) 689, AGBODIKE VS ONYEKABA (2001) 10 NWLR (PT 722) 576, OGBIMI VS NIGER CONSTRUCTION LTD (2006) 9 NWLR (PT 986) 474, WEST AFRICAN COTTON LTD VS YANKARA (2008) 4 NWLR (PT 1077) 323, GBINIJIJE VS ODJI (2011) 4 NWLR (PT 1236) 103.

Exhibits 1 and 6 relied upon by the Claimants did not satisfy either of the two conditions and they cannot thus on their own sustain the Claimant's claim of ownership of the parcel of land in dispute.

Under our Laws, a Lease Agreement is not an instrument assigning title to land and it is not admissible to prove title to land. It was thus incumbent on the Claimant in the circumstances of this case to lead clear, cogent, and credible evidence showing that he was put in possession of the said Plot 112, C20 by a valid title document signed by a person authorized to do so.

A document that passes title to land is wider and broader in application and consequence. When the issue of title to land is in issue, once a Court holds that the title belongs to a particular person, the right is applicable against every other person except anyone else who has a better title. Bearing that in mind, it is clear to me that a sublease agreement cannot transfer title of land to anyone whose name is mentioned therein. The law on ownership of land and how to prove same is settled over the years.

There are five ways by which title can be proved. In ***ALHAJI MATANMI& ANOR VS. VICTORIA DADA NSCQR VOL. 53 2013 page 353***, the apex Court held:-

"It is now beyond argument, as it has been consistently held by this Court without any equivocation that there are five ways of proving title to land. A claimant may rely on more than one mode of proving title if so desired. However, one mode of proving title will suffice, if properly established to the satisfaction of the Court. The five ways of proving title to land are:- (a) Traditional evidence. (b) Production of document of title. (c) Proof of acts of ownership extending over a sufficient length of time, numerous and positive enough as to warrant the inference that the persons exercising such acts are the true owners of the land. (d) Acts of long possession and enjoyment of the land. (e) By proof of possession of adjacent land in dispute in such circumstances which render it probable that the owner of the adjacent land is the owner of the land in dispute."

A party is not bound to prove all five but any of the ways of proving title will be sufficient. As it relate to this case, the only relevant way is the production of document of title. A person who relies on document of title must produce document which is admissible in law as such a document which can pass title to the person so claiming can be accepted as a way of proving title. Clearly a Deed of Sublease issued by Abuja Metropolitan Management Agency is not and cannot in all sense of a title document pass title in a land in the Federal Capital territory.

I hold the further view that what is material in interpreting Exhibits 1 and 6 for the purpose of the applicable law is not the form the document was written but its contents. Exhibits 1 and 6 definitely qualify as an instrument within the law only to the extent that it purports to lease Plot 112, C20 to the 1st Claimant. The point must be made quickly that, the mere fact that Exhibits 1 and 2 qualify as an instrument under the law

does not mean that the document can successfully pass title. There are two different situations. As an instrument to be admissible and valid, it must pass certain conditions. After passing those conditions, the next level is whether the instrument can successfully be proof of ownership or title to the land. The fact that Exhibits 1 and 6 qualify as an instrument under the law, does not follow that the parties can use it to prove title to the land covered by it. Though Exhibit 1 and 6 is an instrument under the law, it cannot pass title to the parties therein because as a document, it has not met the requirement to be accepted or admitted as a title document since it is not in the form of a Right of Occupancy or a Certificate of Occupancy. No matter how it is written and the intendment, a Deed of Sublease remains a Deed of Sublease and does not have the binding force of law and cannot pass title to any of the parties.

On the issue of whether the Governor or FCT Minister as in this case can delegate the power to give consent to a transaction alienating interest in land, I am worried that Counsel could argue, so strongly, on those issues, when Section 18 of the Federal Capital Territory Act, Cap. 503 Law of the Federation of Nigeria, 1990 vests power in the Minister for the FCT to grant statutory rights of occupancy over land situate in the Federal Capital Territory to any person. By this law, ownership of land within the FCT vests in the Federal Government of Nigeria who through the Minister of FCT vest same to every citizen individually upon application. Thus, without an allocation or grant by the Hon. Minister of the FCT, there is no way a person including the Claimant could acquire land in the FCT. See ***GRACE MADU V. DR. BETRAMMADU (2008) 6 NWLR (PART 1083) 296 AT 319 D - H - 322 A -C.***

This is however not to say that the FCT Minister cannot delegate his power of giving consent. The law is however replete with situations that the signing of consent application for alienation, mortgage or transfer of interest in land by a Commissioner or Director for Lands of a State or FCT, pursuant to delegation of powers by the State Governor or FCT Minister, have been validated and protected as due compliance with Section 22(1) of the Land Use Act.

Very recently, the apex Court in the land took time to explain the status of the Federal Capital Territory, Hon. Minister of the FCT and Federal Capital Territory Development Authority in the case of ***HAIYINUSA BAKARI VS. DEACONESS (MRS) FELICIA OGUNDIPE & ORS (2021) 5 NWLR (PT 1768) 1 AT 36 E-H TO 37 A-D PER RHODES-VIVOUR, JSC WHO SAID:-***

"It is very important to decide the status of Abuja and whether the 2nd and 3rd Respondents are Agencies of the Federal Government of Nigeria.By virtue of the provisions of Section 299 of the Constitution, it is so clear that Abuja, the Federal Capital of Nigeria has the status of a State. It is as if it is one of the States of the Federation. An agency is an executive or regulatory body of a State, such as State Offices, Departments, Divisions, Bureaus, Boards and Commissions. The 2nd Respondent, i.e. the Minister of the Federal Capital Territory, though a Minister of the Federal Government occupies a similar position of Governor of a State, since Abuja is classified as a State by Section 299 of the Constitution. The 2nd Respondent is thus the Chief Executive of the Federal Capital Abuja. The Federal Capital Development Authority i.e. the 3rd Respondent is established by Section 3 of the Federal Capital Territory Act. It is a Governmental Agency of the Federal Territory, Abuja. It is the actions of the 2nd and

3rd Respondents that are challenged. They are both agents of the Federal Capital Territory, Abuja, which has the status of a State. They are not agencies of the Federal Government of Nigeria."

I am of the view that since the Hon. Minister of the Federal Capital Territory occupies similar position like the Governor of a State, the Hon. Minister of Federal Capital Territory can also like a Governor of a State in the Federation of Nigeria act through Agent or Officials of Federal Capital Development Authority. Letters of allocation of land can be signed by any official of the FCTA or Federal Capital Development Administration on behalf of the Hon. Minister or by whom such power(s) is delegated by him. It can thus be inferred that he could delegate his powers to Public Servants in his Office or in the Federal Capital Development Authority or Administration.

See also the case of ***BABATUNDE VS BANK OF THE NORTH LTD (2011) 18 NWLR (PT.1279) 738*** and the recent case of ***REGISTERED TRUSTEES OF KANO MOTOR CLUB VS NAFISATU SANI YOLA & ORS (2021) LPELR - 56184 CA***, where it was held: "This principle or rule applies wherever the authority involves a trust or discretion in the agent for the exercise of which he is selected - NNPC Vs Trinity Mills Insurance Brokers Ltd supra. The power to grant or re-grant Certificate of Occupancy is definitely one that involves trust or discretion. The Supreme Court has applied the principle to the exercise of the delegated power of the Governor under the Land Use Act and had held that for such exercise of power to be valid, meaningful, effective and effectual, it must be exercised personally and directly by the Commissioner to whom it was delegated, and not by someone else on his behalf.

Looking at Exhibits 1 and 6, there is no indication that they were signed by a person delegated to sign by the Minister of

the Federal Capital Territory. bThe consent of the FCT Minister or the Director of Lands is not manifest on the face of the Deed of Sublease. Since the person who signed was not the FCT Minister's delegate, it would be wrong to assume that the signatures on Exhibit 1 or that of the Director Parks and Recreation, Abuja Metropolitan Management Agency attached to Exhibit 6, was an act done in a manner substantially regular on the face of it. The signatures on exhibit 1 and 6 cannot be seen as being in substantial conformity with the signature of the FCT Minister or his delegate, the Director of Land. Exhibits 1 and 6, were not signed by a Principal Land Officer of the 2nd Defendant and not by the 1st Defendant personally and directly, so as to clothe it with the status of a title document. I so hold.

Unlike Exhibits 1 and 6, Exhibit DW1 is a grant of a Right of Occupancy clearly signed by the Director of Lands, who is a recognized delegate of the FCT Minister and it is clearly stated underneath the signature in Exhibit DW1, that the Director of Land signed for the Minister of the Federal Capital Territory.

The provision of Section 7 of the F.C.T Act, forbids and makes it unlawful for any person or body to undertake any development, whether temporary or permanent, within the Federal Capital Territory, without the written approval of the Minister of the Federal Capital Territory. In the instant case, the Plaintiffs had more or less traced their purported title to the Deed of Sublease (exhibit 1) and the Letter dated 5th February 2011 (Exhibit 6). They seem also to have relied on possession since they claimed that they had been in occupation since 2007. Though Abuja Metropolitan Management Agency may have authority to lease lands for Recreational Facilities and Parks in FCT, however, where the Minister of Federal Capital Territory grants allocation of land to any person or group of

persons within the Federal Capital Territory, whether by way of resettlement or direct allocation as is the case of the 4th Defendant in the instant case, the only way to prove the existence of such a grant is by the production of title documents in the manner of right of occupancy or by deed of assignment coupled with the Minister's consent, as the case may be.

In the instant case, even though the Plaintiffs claim ownership to Plot No. 112, C20, they were unable to provide any valid documentary evidence of such title.

It is obvious that in the Federal Capital Territory, in view of its peculiar creation by law, title to land cannot be established by long possession or by traditional history alone without more. There must be evidence of grant by the 1st Defendant.

In view of the foregoing findings of this Honourable court, it is inevitable that the Claimant's suit must fail. The Claimant's Suit is hereby dismissed for lacking in merit.

We now turn attention to the 4th Defendants Counter Claim. The 4th Defendant/ Counter Claimant through exhibits DW1 to DW6 has proved to the satisfaction of the court that it is the rightful holder of title to Plot No. 112 C20. The balance of probability in this case therefore tilts in favour of the 4th Defendant/Counter Claimant. Accordingly, the Court hereby grant reliefs A, B, C, D, E, G, H, J in favour of the 4th Defendant/Counter Claimant. The Reliefs are granted only in respect of Plot No. 112, C20 which is the subject matter of this suit. All the other plots mentioned by the Counter Claimant were not the subject matter in dispute before this Honourable Court. The Court cannot therefore make any pronouncement concerning any other plot other than Plot 11, C20. I so hold.

The Counterclaimants Reliefs F and I are hereby refused for lack of sufficient prove of alleged acts of trespass by the Claimants.

It is the duty of the party claiming for trespass to prove conclusively that, before the alleged trespass, he was in exclusive possession. Where he fails to discharge this onus of proof, he has failed to establish his claim and therefore it must be dismissed. Besides, the law is trite that he who asserts must prove. In addition, the burden of proof in civil cases is on him who will fail if no evidence at all on either side is adduced. See Sections 131, 132 and 133 of the Evidence Act, 2011; ***EGHAREVBA V OSAGIE (2009) LPELR-1044(SC); NOIBI V FIKOLATI (1987) LPELR-2064(SC); OKOYE V KPAJIE (1972) LPELR-2508(SC).***

I would also draw attention to the position of the law that a claim in trespass is not dependent on proof of title to land. See ***EZUKWU VS. UKACHUKWU (2004) 17 NWLR(Pt 902)page 227 PER EDOZIE, JSC,*** where it was held that "It is a correct statement of law that a claim in trespass is not dependent on proof of title to land. A plaintiff who fails to prove title may not necessarily fail in his action for trespass. If he establishes by evidence acts of exclusive possession, his claims for damages for trespass and an order of injunction may be granted. See ***OLUWI V. ENIOLA (1967) NMLR 339 at 340, OLALOYE V. BALOGUN (1990) 5 NWLR (PT. 148) 24 at 39-40, AJERO V. UGORJI (1999) 10 NWLR (PT. 621) 1 at 11, AMAKOR V. OBIEFUNA (1974) 1 ALL NLR 119 at 126.***

This principle was stated in detail by Oguntade, JSC., in ***BALOGUN VS AKANJI (2005) LPELR-722(SC)*** "...the claim for trespass is not dependent on the success of a claim for

declaration of title. Both are quite separate and independent of each other. See ***OLUWI V. ENIOLA (1967) N.M.L.R. 339.***

The 4th Defendant/Counter Claimant in this case, did not provide sufficient prove of acts of Trespass against its possession of Plot 112, C20 by the Claimant, to entitle it to Relief F and I.

For emphasis, the court grants A, B, C, D, E, G, H, and J in favour of the 4th Defendant/Counter Claimant. The Reliefs are granted only in respect of Plot No. 112, C20 which is the subject matter of this suit.

**HON. JUSTICE M.S
IDRIS
(Presiding Judge)**

Appearance

Sandra I Ekemkpa:- For the Claimant

V.N Obi- Nwabuine:- For the 1st, 2nd and 3rd Defendant

Mustapha Abdullahi:-Holding the brief of A.MSaleh for the 4th
Defendant.