

**1IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA,**

**BEFORE HIS LORDSHIP: HON. JUSTICE MUHAMMAD S. IDRIS
COURT: 28**

DATE: 21stNOVEMBER, 2023

FCT/HC/CV/2185/2012

BETWEEN: -

MRS. EUCHARIA IKEIBE -----

CLAIMANT

AND

1. FEDERAL CAPITAL DEVELOPMENT AUTHORITY

2. MINISTER OF FEDERAL CAPITAL

}

TERRITORY ABUJA

3. COLLINS ANI

DEFENDANTS7

JUDGMENT

By virtue of an amended writ of summons filed by the Claimant on 4th of October 2016, the Claimant instituted this suit against the Defendants seeking the following reliefs:-

1. A DECLARATION that the Plaintiff was at all material times before 2006 the sitting Tenant/Allottee of the Abuja Municipal Area Council (AMAC), taken over by the Federal Capital Development Administration (FDA) in Wuse Market, Abuja by virtue of the Letter of Allocation dated 14th September, 1989 with Reference No. AMAC/MARKET/MGT/FORM 1 AND FORM 2, occupying Shop 141, Block 14, Section A as at the time the shop was advertised for bidding in 2006.
2. A DECLARATION that the Plaintiff, being the sitting Tenant/Allottee is entitled to exercise the Right To Match up

the bid of the 3rd Defendant in respect of Shop 144, Block 14, Section A, in Wuse Market, Abuja, in accordance with Paragraph 10 of the GUIDELINES ON THE SALES (SUB LEASE) OF SHOPS AT WUSE MARKET, ABUJA, FCT published by the 1st and 2nd Defendants at Page 30 of Thisday Newspapers of 19th January, 2006, paragraph x.

3. A DECLARATION that the denial of the Plaintiff's right to exercise a Right To Match up the bid of the 3rd Defendant in respect of Shop 144, Block 14, Section A, in Wuse Market, Abuja, in accordance with Paragraph 10 of the GUIDELINES ON THE SALES (SUB LEASE) OF SHOPS AT WUSE MARKET, ABUJA, FCT published by the 1st and 2nd Defendants at Page 30 of Thisday Newspapers of 19th January, 2006, paragraph x is wrongful and illegal.
4. AN ORDER mandating the 1st and 2nd Defendants to allow the Plaintiff to exercise the Right To Match up the bid of the 3rd Defendant in respect of Shop 144, Block 14, Section A, Wuse Market, Abuja in accordance with Paragraph 10 of the GUIDELINES ON THE SALES (SUB LEASE) OF SHOPS AT WUSE MARKET, ABUJA, FCT. published by the 1st and 2nd Defendants at Page 30 of Thisday Newspapers of 19th January, 2006, paragraph x.
5. AN ORDER mandating the 1st and 2nd Defendants to hand over to the Plaintiff Shop 144, Block 14, Section A, Wuse Market, Abuja, upon the exercise of the Right To Match up the bid of the 3 Defendant, being the sitting Tenant/Allottee of the said shop at all material times before the bid exercise in 2006
6. AN ORDER mandating the 1st, 2nd and 3rd Defendants to pay to the Plaintiff jointly and severally the sum of ₦100,000,000.00 (One Hundred Million Naira) only as general damages for hardship, loss of earnings, inconvenience and wrongful deprivation of the use of Shop

144, Block 14, Section A, Wuse Market, Abuja from 2006 till the date of judgment

7. AND ANY OTHER ORDER OR ORDERS which this Honorable Court may deem fit to make in the circumstance of this case.

A brief summary of the Claimant's case is that she was allotted a shop in Wuse Market, Abuja, which was then described as STALL NO. 144, LOCK UP, at a monthly rent of ₦150,000.00 (One hundred and fifty Naira) . The said shop was allotted to the Claimant by the Abuja Municipal Area Council, (AMAC), by virtue of the Letter of Allocation dated 14TH September, 1989 with Reference No. AMAC/MARKET/MGT/FORM 1 AND FORM 2.

The Claimant avers that she consistently paid all her rent, which also included Service Charges (sometimes called Utility Bills and Maintenance fees/charges) paid along with the rent, from 1989 to 2005 and has never defaulted any year.

According to the Claimant, she personally used the said shop from 1989 till sometime in 1992, when she decided to let in one Romanus Chukwu and one Sunday Chukwu, who were brothers, to be temporarily using the said shop, because the Claimant's Husband was sick then, and needed her attention completely.

Sometime between 1992 and 2006, the 1st and 2nd Defendants, that is the Federal Capital Territory Administration (FDA) and the Minister of the FCT took over the control and management of the Wuse Market from the Abuja Municipal Area Council (AMAC), and due to further development, expansion and upgrading of the Market, the numbering and description of the said shop became known as SHOP 144 BLOCK 14, SECTION A, WUSE MARKET, ABUJA, which is one and the same shop allotted to the Claimant by virtue of the Letter of Allocation dated 14TH September 1989.

The 1st and 2nd Defendants, having taken over the control and management of the Market, formulated several new policies for the operation of the Market, which included the Payment of Service Charges separately from Rent, and also the making of Wuse Market Operative Identity Card issued by Abuja Markets Management Ltd.

The Claimant avers that as a result of the use of the said Shop by the said brothers (Romanus Chukwu and Sunday Chukwu) on behalf of the Claimant, the Claimant usually gives the Money for the Service Charges to Romanus Chukwu, the eldest, for the payment of the Service Charges on her behalf, but the Claimant was very surprised to discover later that the said Romanus Chukwu usually gives the said money to his younger brother, Sunday Chukwu to pay the said Service Charges, and the said Sunday Chukwu usually pay the Service Charges in his own name, Sunday Chukwu. Thus, some of the receipts used to pay the said Service Charges were in the name of Sunday Chukwu, who was never the Tenant/Allottee of AMAC or the FDA. The Claimant also allowed the said brothers (Romanus Chukwu and Sunday Chukwu) to obtain the Wuse Market Operative Identity Card issued by Abuja Markets Management Ltd., since they were entering the Market on a daily basis for business.

The Claimant heard that all the Shops in Wuse Market were to be bidden for, and the bid winners would own the shops under a new arrangement of a 50-year lease.

The rules and guidelines for the said bid were published by the 1st and 2nd Defendants in a document called the GUIDELINES ON THE SALES (SUB LEASE) OF SHOPS AT WUSE MARKET, ABUJA, FCT, published by the 1 and 2nd Defendants at pages24- 25 of the Abuja Market News, No. 1 Vol. 1, January, 2006.

The above-mentioned Guidelines entitled a Sitting Tenant (trader or occupant) to exercise a Right To Match, where an outsider bids for any shop at an amount higher than that of the sitting tenant (trader or occupier).

Prior to the bidding exercise, the Claimant as the tenant of the said shop was required to submit the following documents for verification:

- (a). Letter of Allocation.
- (b). Tenancy Agreement.
- (c). Evidence of payment of rent up to December 2005.
- (d). Evidence of payment of service charge from February 2005 to December 2005; and
- (e). Wuse Market Operative Identity Card issued by Abuja Markets Management Ltd.

The Claimant avers that among the documents listed above, she had the Letter of Allocation, Tenancy Agreement, and Evidence of Payment of rent up to December 2005 (which included the payment of service charge). That is items (a) to (d) above. However, due to the fact that she had let the above-mentioned Romans Chukwu and Sunday Chukwu use the shop on her behalf, it was the said Romanus and Sunday Chukwu that had the said Wuse Market Operative Identity Card, (item e above) which was for the purpose of daily passing through the Market Gate without paying Daily tolls, and because the Claimant was not going there daily, she did not bother to have the said Identity Card.

The 1st and 2nd Defendant refused to verify her because she did not present specifically items (e) above, even though her Identity was well captured under the Allocation Letter Form 2, dated 14th September, 1989.

The Claimant bid for the said shop by filling the Bid Form for the sum of ₦1,800,000.00 (One Million and Eight Hundred

Thousand Naira) and issued a First Bank Draft for the sum of ₦180,000.00 (One Hundred and Eighty Thousand Naira) which is 10% of the amount bided as was required. The 3rd Defendant also bided for the said shop, SHOP 144, BLOCK 14, SECTION A, WUSE MARKET, ABUJA for the sum of ₦2,000,000.00(Two Million Naira).

The 1st and 2nd Defendants published the Bid Result where the 3rd Defendant was acknowledged as the Bid Winner (WB), without allowing the Claimant being the Sitting Tenant, to exercise the Right To Match (RTM) as stipulated in the Bid Guidelines mentioned above,

The 1st and 2nd Defendant did not file any defence to the Claimant's statement of Claim. The 3rd Defendant however filed a statement of Defence and a Counter Claim, wherein he maintained that the Claimant was never robbed of her right in any way whatsoever as she was not qualified to have the right to first match having failed to comply with the laid down rules as stated above. The 3rd Defendant claimed that he won the said bid on a clean note and that he does not and have never had any personal relationship with the 1st and 2nd Defendants, that he participated in the said bid just like every other member of the public that participated and rightly won the said bid being the highest bidder for the said shop 144, and that he has been in possession and occupation of Shop 144, Block 14, Section A, Wuse Market, Abuja, since 2006 till date and that he has enjoyed relative peace and quiet enjoyment of the said shop from his landlord without any encroachment whatsoever.

He therefore counterclaimed against the Claimant as follows:

1. A DECLARATION that the Counter-Claimant/3rd Defendant is the rightful Allottee/Sub-lessee of Shop 144, Block 14, Section A, Wuse Market, Abuja, by virtue of the fact of being the rightful winner of the bid in respect of the said shop.

2. AN ORDER of perpetual injunction restraining the Plaintiff, her assigns, agents privies, and anyone whosoever acting for and on behalf of the Plaintiff from trespassing, encroaching, claiming, and/or dealing with Shop 144, Block 14, Section A, Wuse Market, Abuja, in any way whatsoever.
3. AN ORDER of this Honourable Court dismissing the Plaintiff's suit in his entirety with a cost of ₦500, 000.00 (Five Hundred Thousand Naira only).
4. AN ORDER of this Honourable Court ordering the Plaintiff to pay to the Counter-claimant the sum of ₦500,000.00 (Five Hundred Thousand Naira only) damages for abusing, insulting, and trespassing on the person of the Counter-claimant/3rd Defendant
5. And for such order or further orders as this Honourable Court may deem fit to make in the circumstances.

The Claimant commenced this suit by an amended writ of summons filed on 4th October 2016, which was pursuant to the orders of Hon. Justice A. B Mohammed dated the 27th of September 2016.

Hon. Justice A.B Mohammed was subsequently elevated to the Court of Appeal after part hearing this matter.

Hearing commenced before this Court afresh on 7th March,2022 wherein the Claimant was led in chief as CW1. She adopted her Witness Statement on Oath accompanying the Amended Writ of Summons filed on 4th October,2016; as well as her Further Witness Statement on Oath filed on 21st June 2017 accompanying Plaintiff's Reply to 3rd Defendant's Statement of Defense/Counter Claim filed on 21st June 2017.

The Claimant tendered documents that day which were admitted in evidence and marked as Exhibits 1 to Exhibit 9A.

She was thereafter duly cross-examined by Counsel to the Defendants. The matter was subsequently adjourned for the defense of the Defendants.

The 1st and 2nd Defendants having not filed any defense and after series of adjournments at their instance for that purpose, their rights to defend the suit were eventually foreclosed; and the matter was adjourned for the defense of the 3rd Defendant.

The 3rd Defendant testified in chief on 30th January, 2023 as DW1. He was thereafter duly cross-examined by the Counsel to the Claimant on that day. The matter was then adjourned to 20th February, 2023 for the cross examination of the 1st and 2nd Defendants. On that day, not availing themselves of the opportunity to cross examine the 3rd Defendant, their rights to so cross-examine were foreclosed and the matter adjourned to 20th April, 2023 for adoption of Final Written Addresses.

The 3rd Defendant's Final Written was filed on 18th May, 2023, while the Claimant filed a final written address on 22nd June, 2023.

The 1st and 2nd Defendants filed their reply on point of law to the Claimant's final written address on 26th September, 2023, accompanied by a motion on notice (Motion No: M/12482/23) for leave of court for an extension of time within which the 1st and 2nd Defendant can file their reply on points of law. The Claimant objected to the 1st and 2nd Defendants on grounds that the 1st and 2nd Defendants having not led evidence in this matter, are not entitled to file a written address.

I had reserved ruling on the application till today.

Without much ado, I have considered the arguments of both parties to the application of the Defendants to file their final written address out of time. I am of the firm view that in the

interest of justice, this court has the discretion to enlarge the time for the doing of any act in any given case, as far as it is reasonably permitted by law. ***OLORO V. EKITI STATE GOVERNMENT (2007) ALL FWLR (PT. 387)958 AT 973.***

It is for this reason that I hereby rule in favour of the 1st and 2nd Defendant, granting leave for them to file their final written address and also deeming as having been properly filed and served, the 1st and 2nd Defendants/Applicants final written address. I so rule!

The 3rd Defendant raised two issue in his final written address:-

1. The Plaintiff having not complied with the condition precedent for the bid exercise conducted by the 1st and 2nd Defendants, and having regards to the facts and evidence before the Honourable Court, whether the Plaintiff has proved her case as to entitle her to the reliefs sought.
2. Whether the Plaintiff having accepted the 1st and 2nd Defendants as her Landlord is estopped from denying them.

On issue 1, counsel argued on behalf of the 3rd Defendant that the Plaintiff who instituted this action NEVER complied with the condition precedent in respect of the bid exercise that she participated in.

Counsel to the 3rd Defendant maintained that the plaintiff was not qualified, because she was not in occupation for a minimum of two years prior to the date of the advert for the sales of the shops, and did not present item (e) and (d), as contained in the guideline.

Counsel urged the court to hold that having failed to comply with the condition stated for the bid exercise, the Plaintiff was not entitled for any concession.

On issue 2, counsel on behalf of the Defendant submitted that the Plaintiff who has acknowledged and or accepted a person as his Landlord, cannot turn around to deny such a person as not being his Landlord. Counsel referred to the witness statement on oath where the Plaintiff in Paragraph 12 of her Witness Statement on Oaths stated thus:

"That the Plaintiff avers that sometimes between 2005 and 2006, the 1st and 2nd Defendants, that is the Federal Capital Territory Administration (FDA) and the Minister of FCT became her Landlord, having taken over the management of the market from AMAC"

Counsel maintained having accepted the 1st and 2nd Defendants as her Landlord, the Plaintiff is estopped from denying them. ***G.O. UDE VS. CNWARA (1993) 2 SCNJ 47***

The Claimant on the other hand, raised three issues for determination in her final written address:-

- i. Whether the claimant is a tenant of the 1st and 2nd defendants in the circumstances of this case, entitled to purchase shop 144, block 14, Section A, Wuse Market, Abuja; and a right to match up the bid of the 3rd defendant?
- ii. Whether the claimant has proved her case to entitle her to the judgment of this court?
- iii. Whether the 3rd Defendant is entitled to his counter-claim in this Court, in the circumstances of this case?

On issue 1, counsel submits on behalf of the Claimant that the answer to the issue is in the affirmative, that only the Claimant qualifies as a tenant (contractual tenant) of the 1st and 2nd Defendants in the circumstances of this case and therefore entitled to be verified to purchase Shop 144, Block 14, Section

A, Wuse Market, Abuja at the price reserved by the Federal Executive Council (FEC); and/or given the right to match up the bid of the 3rd Defendant, in the circumstances of this case.

That there is no contrary evidence supplied both in the substantive suit and in the Counter-claim to prove otherwise. That from Exhibit 1, the Shop which is subject-matter of this suit was allocated to the Claimant, and there was no other evidence to prove that she parted with possession of the property in line with the provisions of Exhibit 1. In other words there was no other evidence in the circumstances of this case that successfully proved otherwise except the evidence of the Claimant that she is the tenant of the 1st and 2nd Defendants.

The claimant maintained that being a tenant of the 1st and 2nd Defendant, the 1st and 2nd Defendant ought to have allowed the Claimant purchase her shop at the price approved by FEC. This is so as Exhibit 3, the Guidelines had contained provisions that tenants of the 1st and 2nd Defendants will be allowed to purchase their Shops at the price approved by FEC. What this price was, was however not disclosed by the 1st and 2nd Defendants in the Guidelines. As such, the 1st and 2nd Defendants cannot in a way claim that the Plaintiff failed to purchase her Shop in the regard. Both the failure of the 1st and 2nd Defendants to disclose what the price approved by FEC was; and their refusal to verify the Claimant for this purpose was in error in the circumstances of this case and ought to be set aside.

On issue 2, Counsel to the Claimant submitted that the Claimant has proved her case on the balance of probabilities to entitle her to the judgment of this Court.

Counsel argued that the Claimant has demonstrated that she remained the only tenant of the 1st and 2nd Defendants in the eyes of the law. She was therefore supposed to be verified by

the 1st and 2nd Defendant and allowed to purchase her shop, the subject-matter of this suit, at the base price reserved by the FEC. She tendered evidence in Exhibits 1 and 2 to show that she is the tenant of the 1st and 2nd Defendant, and that there was no other contrary evidence from the 1st and 2nd Defendant or even from any other Defendant whatsoever to prove that the Claimant is not the tenant of the 1st and 2nd Defendants in occupation of her shop.

Counsel further argued that the Claimant proved that she complied with the requirements in Exhibit 3 to be verified as a tenant and to be allowed the right to match up the bid of the 3rd Defendant. However, the evidence before the Court shows that the Claimant was neither verified nor given the opportunity to match up the bid of the id Defendant.

On issue three, counsel argued on behalf of the Claimant that the 3rd Defendant has not been able to discharge the onus on him in respect to his Counter-claim, and therefore not entitled to his Counter-claim in this Court.

It was the contention of counsel that the 3rd Defendant has not proved his entitlement to the Counter-Claim set out before the Court in that the 3rd Defendant's Counter-claim was not verified on oath. Counsel referred the Court to the 3rd Defendant's Statement of Défense/Counter-claim filed 25th April, 2017. He maintained that the law is clear that facts in the statement of claim (which is what the Counter-claim is) constitute the facts upon which a party intends to rely upon in proof of his case. Such facts must be verified on oath to be relied upon by the Court.

The 1st and 2nd Defendant in their reply on point of law argued that it was not in dispute during examination of the Pw1 that the Claimant did part with the possession of the shop to her brothers, it was not in dispute that the Claimant did not seek

and obtain the requisite consent of the 1st and 2nd Defendant before giving up possession to her brothers. It was also not in dispute that the Claimant admits that the brothers pay charges in their names; and that she could not meet up with the criteria set out for the bid exercise.

Counsel on behalf of the 1st and 2nd Defendant argued that it was based on the gross act of the Claimant in parting with the possession of the property to persons unknown that deprived the Claimant of her entitlement.

I have carefully considered the facts and arguments canvassed by parties in this suit, and for a just determination of this case, I will adopt a sole issue:

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

From the pieces of evidence tendered by the Claimant, there is no dispute as to the fact that she was the original allottee of the shop in dispute pursuant to a Letter of Allocation dated 14th September 1989 with Reference No. AMAC/MARKET/MGT/FORM 1, and she was the tenant in the premises up until 2005. The fact that she permitted one Romanus Chukwu and one Sunday Chukwu, who were brothers, to be temporarily using the said shop while she was away due to her husband's ill health, does not take away the fact that she was a sitting tenant by law. The said Romanus Chukwu and Sunday Chukwu were mere licensees who occupied the shop on the permission of the Claimant. The Claimant was the only tenant recognized by law. Furthermore, there is no express sublease agreement between the Claimant and either of the Romanus Chukwu or Sunday Chukwu, which can be used as a basis to allege that the Claimant breached the terms of her tenancy by subletting the shop to a third party without the consent of the 1st and 2nd Defendant.

The major contention of the Defendants is that the Claimant did not meet the conditions stipulated in the GUIDELINES ON THE SALES (SUB LEASE) OF SHOPS AT WUSE MARKET, ABUJA, FCT, published by the 1 and 2nd Defendants on pages 24- 25 of the Abuja Market News, No. 1 Vol. 1st January 2006, especially item e, the Wuse Market Operative Identity Card issued by Abuja Markets Management Ltd.

The Claimant tendered 36 receipts (exhibit 2) which showed that she paid rents and service charges on the shop up to 2005. Although some of the receipts were bearing names different from that of the Claimant, there was no mistake as to the shop for which the payments were made. The Claimant even explained that it was the persons she gave money to go and pay on her behalf that ended up using their own names to make the payments.

On why she could not present the requirement in item e, the Claimant explained that since she had let the above-mentioned Romans Chukwu and Sunday Chukwu use the shop on her behalf, it was the said Romanus and Sunday Chukwu that had the said Wuse Market Operative Identity Card, (item e) which was for the purpose of daily passing through the Market Gate without paying Daily tolls, and because the Claimant was not going there daily, she did not bother to have the said Identity Card.

I have critically looked at the guidelines on sales (exhibit 3). Now, assuming that as an allottee who has been occupying the shop since 1989 as a tenant, the Claimant could be denied concession to purchase the shop simply because she could not present item e, the Wuse Market Operative Identity Card issued by Abuja Markets Management Ltd, I think Clause 5,

particularly sub (x) of the said exhibit 3 would still avail the Claimant.

Clause 5(x) reads as follows:-

“Where the highest bid price is above the bid of the trader (in occupation), the trader to exercise the right to match by effecting the payment of the difference (between his bid deposit and the bid deposit of the preferred bidder) not later than 5:00 pm on Friday 10th February 2006. If the trader in occupation fails to exercise the right to match, the preferred bidder will be allowed to complete the transaction as envisaged”

From the above clause, one can decipher that it was the intention of the 1st and 2nd Defendants at all times that their tenants would acquire title in their shops in the proposed 50 years lease.

In ***OMEGA BANK NIGERIA PLC v. O. B. C. LTD (2005) LPELR-2636(SC)***, the Supreme Court held inter alia that the Courts will seek to construe any documents fairly and broadly without being too astute or subtle in finding defects, so that after due consideration of all the circumstances, and if satisfied that there was ascertainable and determinate intention to contract, the Courts will strive to give effect to the contract, looking at the intent and not the mere form.

Interpreting the Guidelines in the light the Defendants want the court to do, will contradict the discernible intention of the Implementation Committee who spelled out the guidelines for the sale of the Wuse market Shops.

In Exhibit 8, the 3rd Defendant bided ₦2,000,000.00 (Two Million Naira) while the Claimant bided ₦1,800,00 (One Million, Eight Hundred Thousand). See pages 194 and 195 of Exhibit 8, pages 26.

By the above provisions of Exhibit 3, the 1st and 2nd Defendant were supposed to give the Claimant the opportunity to Match Up the bid of the 3rd Defendant by paying this difference of ₦200,000.00(Two Hundred Thousand Naira). While being cross-examined by Counsel to the 3rd Defendant, the Claimant testified that it was the responsibility of the 1st and 2nd Defendant to invite her to match up the bid of the 3rd Defendant; that nobody can merely go to pay money without being asked to by the 1st and 2nd Defendants. This assertion was not discredited in any way and therefore stands proved on the balance of probabilities.

In paragraph 30 of the Witness Statement on Oath of the Claimant and in paragraph 47 of her Further Witness Statement on Oath, she testified that she approached the 1st Defendant but was ignored by them. Again, the Claimant was not cross-examined on this point, and neither was her evidence in this regard discredited. Moreover, the 1st and 2nd Defendant against which these allegations were made did not lead any evidence to the contrary.

I agree with the argument of learned counsel to the Claimant that the timeline or timeframe for effecting the payment of the difference (between the Claimant's bid deposit and the bid deposit of the preferred bidder (3rd Defendant) not later than 5:00pm on Friday, 10th February 2006, did not bind the Claimant in the instant case. This is so because by the Guidelines in Exhibit 3 as a whole, with particular reference now to Paragraph VI, the bid results were to be opened, in other words, published on Saturday, 4th February 2006 by 10:00am(to enable anyone entitled to a Right to Match up to exercise it latest by 5:00pm of 10th February, 2006). However, by Exhibit 8, the bid results were only published in June, 2006 instead of February 4th, 2006 by 10:00 am. As such the time

frame of exercising the Right to Match latest by 5:00 pm of 10th February, 2006 was no longer feasible, and cannot constitute a ground of failure on the part of the Claimant. The implication is that the 1st and 2nd Defendants broke their own Guidelines and therefore liable for any infraction thereby.

The 1st and 2nd Defendants who could have led any contrary evidence were silent. Therefore the proof of the Claimant in this regard on the balance of probabilities will suffice to discharge the onus on her in this regard.

The point I am making is that the 1st and 2nd Defendants who have broken their Guidelines cannot complain that the Claimant did not exhaust the procedures provided in Exhibit 3 before coming to this Court. The law is that when a party has made its Guidelines, the Court has powers to ensure compliance in relation to the same.

I am convinced that where for any reason there was no successful verification of the Claimant due to her inability to provide item e, i.e., the Wuse Market Operative Identity Card issued by Abuja Markets Management Limited, the Claimant was still entitled to exercise the right to match up the bid of any member of the public who bided more than her. She tendered the Guidelines (Exhibit 3); she tendered a copy of her Bid Form (Exhibit 4 and 5); Exhibit 7 was a bank draft of ten percent of her bid amount, Exhibit 8 was where her name was published as a bidder with ₦1,800,000 bid (number 195, page 26 of Exhibit 8).

The Claimant proved that she complied with the requirements in Exhibit 3 to be allowed the right to match up the bid of the 3rd Defendant. However, the evidence before the Court shows that the Claimant was not given the opportunity to match up the bid of the 3rd Defendant.

As such, it is the finding of this court that the Claimant has proved her case that the 1st and 2nd Defendants refused to verify her and also refused to give her the opportunity to match up the bid of the 3rd Defendant. The consequence of such successful proof is that the Claimant would be entitled to the judgment of this Court.

I hereby grant reliefs A to E in favour of the Claimant. The 1st and 2nd Defendant is hereby ordered to pay the Defendant the sum of **₦1,000,000.00** only as general damages for the hardship caused her by the wrongful deprivation of the use of Shop 144, Block 14, Section A, Wuse Market, Abuja from 2006 till the date of judgment.

Accordingly, the 3rd Defendant's counter claim is hereby dismissed for lacking in merit.

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

Appearance

O.CUjuAzorji:-For the Claimant

Abdullahi Mohammed:-For the 1st and 2nd Defendant

G.AGabriel:- Holding the brief of Sunny Anyanwu for the
1st

Defendant