

IN THE DISTRICT COURT OF FCT  
HOLDEN AT DUTSE ALHAJI, ABUJA

**BEFORE HIS WORSHIP HON: MUHAMMED TAHIR OMEIZA ABDULMUMINI**

SCCV/DUT/03/2023

BETWEEN

M&G AGRO-COMMODITIES LIMITED.....CLAIMANT

AND

FEDERAL CAPITAL TERRITORY.....DEFENDANT

08/11/2023

RECORDS OF PROCEEDINGS

SCCV/DUT/05/2023

- Claimant absent
- OKAY GIDEON AGBO for the Claimant.
- G.I UMAR SENIOR ESTATE COUNSEL for the defendant
- UMAR- On the 1<sup>st</sup> date, I informed the court that we have an objection to the Jurisdiction of the court, i intended to move orally, but the court insisted that I should come formally, we have file same and was served this morning, we may take another date so that we can respond.
- Gideon- The Preliminary Objection is intentionally plan to dwarfed today's hearing, I was served by 8.55a.m this morning, we look at the process. It does not go to the substantial issue, we want to reply on point of law.
- UMAR- We have a Notice of Preliminary Objection challenging the Jurisdiction of this court, it is dated 1<sup>st</sup> November 2023 & filed on 6<sup>th</sup> November, 2023. We pray for an order striking out this suit in its entirety. The ground is on the motion paper. I have 6

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paragraph affidavit deposed to by Saidu Wodi, we seek to rely on all the averments, we have two exhibit, one is the agreement FCT A1 and the statement of issues FCT A2 before the Abuja multi door court house, we have our written address in support. FCT 01 particularly paragraph 18.00 and 18.01 contain the Arbitration clause. There is already a pending matter at the Abuja multi door court house, they said we were served with Abuja Multi door Court house, hearing Notices but we did not show up, and there is nothing before the court to show that we were served of any processes at Abuja Muti Door Court House. This morning, I was served with a further and better affidavit in support of their claims, they attach a Notice of discontinuance at the Abuja Multi-door house, this Notice was filed Yesterday, after we have joined issues, it is an afterthought because I have already raised this issue orally last week, the notice of discontinuance had not been served on us, contrary to procedure. That we fail to file defence or not in this matter is not enough ground to cloth the court with jurisdiction. If this court is inclined to assume jurisdiction, the worst case scenario will be that the court should stay proceeding in this matter see 4(1) Arbitration Act and MARITIME ACADEMY OF NIG V ASSOCATED SURVEYORS (2008) FWLR PART 408 1872 @ 1894.

- GIDEON-We have a practice Guideline/Direction of Abuja Multi-Door House, it is a voluntary court where parties chose to bind it or herself, they refuse to appear in the court, they were served the court process but they refused to show up. I refer the court to ESTATE OF LATE CHIEF H.I.S IDRISI V ECODRIN NIG LTD (2016) 12 NWLR PART 1627. PAGE 361 PARAGRAPH C. IN SUUMU V INEC (2015) LPELR 226021 MOTORS N.V (SC) HEEP V MUS ARAD & ANOR,(2000) 18 CO PAGE 56 & 61 PARAGRAPH (A-G)

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## RULING

I have listened to the argument of both parties, I really do not want to belaboured this issue, it is trite by the authority of ZENITH BANK PLC V EBGE (2003) 10 NWLR (PART 827), that a court of law does not engage itself or busy itself in the re-writing and or making sense of the agreement of parties, where the words are clear, unambiguous, the court's duty is to give it a literal interpretation

Paragraph 18:00 and 18:01 of the agreement that binds parties clearly stipulates that if any dispute of any kind arise between the parties in this contract, it shall be resolved mutually by the parties. When that failed, within 30days, the matter shall be referred to the Abuja Multi-door Court House for settlement.

This from all intent and purposes is an Arbitration clause, the court have been enjoined in phletora of authorities that it must give credence to an arbitration clause, the Claimant having not fulfilled the clause then the court have no jurisdiction to hear and determine the matter at this point.

The learned counsel to the Respondent have stated that he did commence proceedings at the Abuja Multi door court house and serve the Applicant the summons & other accompany processes, that when it appears that they do not want to honour the summons, he had to file in the regular court and discontinue the suit at the Multi door House.

There is nothing before the court that the applicant was served of any processes from the Abuja Multi door house, issue of service is fundamental, a party who have been sued even in the Multi Door Court House have to be served of all originating court processes else how will he know that there is a case pending against him.

The argument also that the case at the Multi Door House was discontinued is not tenable, it will appear that the respondent have shot himself on the foot by hurriedly withdrawing the matter at the Multi door House without allowing the court to give its report. This is very important because that is the provision of the agreement between the parties.

May I also state that at the time the respondent file this matter in this court, the one at the Multi door House is still subsisting because of the notice of discontinuance 7<sup>th</sup> of November 2023, today's date is 8<sup>th</sup> November 2023 this is a clear case of abuse of court process. This court will not allow that, in whatever guise.

The issue is simple, have the Respondent comply with clause 18:00 and 18:01 of the agreement, the answer is NO. It would be a different outcome if there is an arbitration report from the Multi door house, but there is not.

The respondent must fully comply with the provision of Clause 18:01 before this court can be clothed with Jurisdiction, in the absence of none, this court have no Jurisdictions. Usually under this circumstance, the court is supposed to adjourned this matter sine dine pending the conclusion of the Arbitration, however, this is a small claims court proceedings; under it directions & Guidelines, it is time bound, this is the reason why I will instead be striking this matter for want of Jurisdiction. This matter is hereby struck out.

MUHAMMED TAHIR OMEIZA ABDULMUMINI



I have read this matter sine dine and I will instead be striking this matter for want of Jurisdiction.

SIGNED

MUHAMMED TAHIR OMEIZA ABDULMUMINI