

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

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT ZUBA, ABUJA

ON FRIDAY THE 2ND DAY OF JUNE, 2023

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

JUDGE

SUIT NO.: FCT/HC/CV/2533/2020

BETWEEN:

OLUWASOGO ADEUJA

CLAIMANT

AND

1. **IVIE OMOROGBE**

2. **IZED UMAIGBA**

3. **VUNUS MOHAMMED**

FREDDY POLAND BEUTCHA

(Trading under the name and style

LAVENDER LIGHT POULTRY FARM LTD)

DEFENDANTS

JUDGMENT

In this case there are only Two (2) Defendants – Ivie Omorogbe and Ized Umaigba since the 3rd Defendant, Vunus Mohammed’s name had been struck out as Defendant. So this Judgment is based and affects only the 2 Defendants who had not shown any prima facie Defence

to the Claimant's Suit. This Court deem as if set hereunder seriatim the said Ruling just delivered as part of this Judgment.

This Court has just delivered its Ruling on Defendants' Notice of Intention to Defend the Suit of the Claimant on merit by dismissing same and retaining the Suit under the Undefended List.

It is the law that once in a Suit marked Undefended and that the Defendants have failed to show through their Affidavit evidence that they have Defence on merit, that the Court shall retain the Suit under Undefended List and enter Judgment against the Defendants and in favour of the Claimant. That is the decision of the Court in the cases of:

Intercontinental Bank V. Brifina

**Theobros Auto-Links Limited V. BIAE & Co. Limited
(2013) 2 NWLR (PT. 1338) 337**

**Okoli V. Morecab Finance Nigeria Limited
(2007) 14 NWLR (PT. 1053) 37**

**Haido V. Usman
(2004) 3 NWLR (PT. 859) 65**

Since the Defendants in this Suit have no defence on merit and this Court retains the Suit under the Undefended List, it is incumbent on the Court to enter Judgment in favour of the Claimant having established that the Defendants have no Defence to the Suit. It is the

right of the Claimant to have the Judgment entered in his favour in this case and for his claims to be granted as prayed.

In this case the Defendants have no prima facie defence to the case of the Claimant and being indebted to the Claimant should not delay in paying their indebtedness. This is the decision of the Court in the case of:

Theobros Auto-Links V. BIAE & Co. Limited Supra

From the facts in the Affidavit of the 2nd Defendant it is evidently clear that the 2nd Defendant had owned up to the alleged indebtedness to the Claimant in that in paragraph 9 -11 he averred that he obtained Naira equivalent of **Five Hundred and Forty One Thousand United State Dollars (\$541, 000.00)** in his GTB Account from the Claimant for the sell of the US Dollars. He had stated that he has the capacity, was willing, able and in a position to sell and transfer to the Claimant's nominated Account the said sum of **Five Hundred and Forty One Thousand United State Dollars (\$541, 000.00)** but that he only transferred the sum of **One Hundred and Forty Thousand, Seven Hundred and Forty United State Dollars (\$140, 740.00)**. He had also averred that he will and had undertaken to make payment to Claimant by direct transfer of the money to his Barclays Bank Account. That the 1st Defendant will not be prejudiced in this case.

It has been held in plethora of cases that once there is no prima facie defence, the Suit of the Claimant is established and the Defendant should be liable to pay the Claimant to the extent of his indebtedness. It is not in doubt that the claim in this Suit is predicated on recovery of debt or liquidated money demand. It has been held that once a claim is on debt and there is no defence to it that the Defendant should pay without delay as the Court must enter Judgment in the Claimant's favour. That is the decision in the case of:

**Fortune International Bank V. City Express Bank
(2012) 12 NWLR (PT. 1319) 86**

Undefended List is to enable the Claimant to obtain Summary Judgment without lengthy trial since the Defendant cannot show any defence on merit which will lead to trial of the case on merit. The procedure helps to speedy up trial and end unnecessary waste of time. That is the decision in the cases of:

**UTC V. Pamote
(1989) 2 NWLR (PT. 103) 244**

**SBN PLC V. Kyentu
(1998) 2 NWLR (PT. 356) 41**

**Garba V. Shehu International Nigeria Limited
(2002) 1 NWLR (PT.748) 372**

**Haldo V. Usman
(2004) 3 NWLR (PT. 859) 65**

Since there is no disparity in the amount in issue per se and the 2nd Defendant had owned up to his indebtedness to the Claimant and the 1st Defendant never challenged the Suit, this Court hereby holds that the Claimant's Suit is meritorious and he deserves the Judgment being entered summarily in his favour, his Suit having not been challenged and the Defendants having no Defence on merit to the Suit.

It is also trite and has been held in plethora of cases that Court can award Interest when determining a claim under the Undefended List Procedure. Such Interest is on Post-Judgment Interest which should not be more than 10% of the Judgment sum. This was the decision in the cases of:

Theobros Auto-Link V. BIAE & Co. Limited Supra

Ekeret V. UBA

(2005) 9 NWLR (PT. 930) 401

Galadima V. Tambai

(1994) 8 NWLR (PT. 920) 492

In this case, the Claimant, having established his claim that the 1st & 2nd Defendants have no defence to his case, is entitled to Summary Judgment. That means that his claims shall be granted and the Judgment sum shall attract Post-Judgment Interest. So this Court holds.

All in all, this Court hereby enters Judgment summarily in the favour of the Claimant, the Defendants having no defence on merit to his case.

Prayer No. 1 granted.

Also the Court hereby Order the 1st & 2nd Defendants who are the remaining Defendants in this Suit (since the name of the 3rd Defendant has been struck out) to pay to the Claimant without delay the sum jointly and severally as claimed in prayer No. 1 in this Suit which is **One Hundred and Ninety Four Million, Six Hundred and Seven Thousand, Five Hundred and Forty Five Naira (₦194, 607,545.00)** only being the sum outstanding from the total sum paid to the 1st & 2nd Defendants for onward transfer to the Claimant's partners offshore.

Since the Claimant did not claim any interest on the said sum, the Court not being Santa Claus will not award any interest on the Post-Judgment sum.

The 1st & 2nd Defendants should pay the said outstanding sum immediately without any undue delay.

This is the Judgment of this Court.

**Delivered today the ___ day of _____ 2023 by
me.**

K.N. OGBONNAYA
HON. JUDGE