

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

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT KUBWA, ABUJA

ON FRIDAY THE 5TH DAY OF JULY, 2024

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

SUIT NO.: FCT/HC/CV/0745/2018

BETWEEN:

PENIEL LAUNDRY AND DRY CLEANING LIMITED ---
CLAIMANT

AND

1. FEDERAL CAPITAL TERRITORY ADMINISTRATION
2. MINISTER, FEDERAL CAPITAL TERRITORY
DEFENDANTS

JUDGMENT

On the 28th day of January, 2018 Peniel Laundry and Dry Cleaning Limited instituted this action against the Federal Capital Territory Administration and the Minister Federal Capital Territory. In it the Claimant claimed the following Reliefs:

- (1) An Order directing the Defendants to remove the caveat placed on the Claimant's land, Plot 529 CAD Zone A09, Guzape District, Abuja hereinafter called the Res.

- (2) An Order of Perpetual Injunction restraining the Defendants, their Agents, Staff, Servants, Privies from encroaching on the said Res whether by placing caveat or any other way.
- (3) A Declaration that the Claimant is an innocent purchaser for value and that it is the lawful owner of the Res.
- (4) An Order for General Damages of ₦10, 000,000.00 (Ten Million Naira).
- (5) ₦700, 000.00 (Seven Hundred Thousand Naira) as cost of the Suit.

It is the story of the Claimant that in 2016 it bought the Res from Kinasar Nigeria Limited for a value of **₦120, 000,000.00 (One Hundred and Twenty Million Naira)**. That Irrevocable Power of Attorney was donated to its favour. Instruments of transfer was executed and title documents were delivered to the Claimant and it took possession. That it registered the Power of Attorney at AGIS. He submitted Building Plan for approval. While waiting for the approval of the plan, the Defendants on the 13th of November, 2017 wrote a letter to the Claimant alleging that the original Certificate of Occupancy of the Res was fraudulently collected from AGIS. The Claimant was invited for a meeting. It sent its representatives. At the meeting, a woman was there, it realized that she is the person who instigated that the Defendants set the meeting. It also realized that she is the person claiming ownership of the

Res. At the meeting she was asked by the Defendants to establish her claim over the Res by way of evidence of payment, transfer of documents of title and how she got to the Res and who she bought the Res from or evidence of allocation of the Res to her. She was not able to do so as she has no single document and could not provide any evidence of payment. Funny enough she stated to everyone's surprise that she paid the purchase price in cash and has no receipt issued to her. She also claimed that she has no evidence of transfer of documents of title and could not state the whereabouts of those who sold the Res to her. The Defendants were speechless and shocked. They told the Claimant's representative and the Claimant's Counsel to go home as it was obvious that the Defendant has no case.

The Claimant continued with the Building Plan Approval application. Upon a follow-up, it was told that the Defendants have placed a caveat on the Res and as such no Admin action can be carried out on the file.

The Claimant laid a complaint to the Defendants' officers especially those who convened the meeting. No meaningful response was given to him. Left with no other option, the Claimant ran to the Court as its last hope. It instituted this action. He filed the Writ and served the Defendants. The Defendants filed a Preliminary Objection challenging the jurisdiction of the Court and Locus Standi. The Court dismissed the Preliminary Objection as it is a ploy to waste the time of the Court. The Defendants went on Appeal against the Ruling. The Court of Appeal dismissed the Appeal and awarded a cost of **N300, 000.00 (Three**

Hundred Thousand Naira) against the Defendants. The Court of Appeal ordered them to come back to this Court. The Defendants then filed a Statement of Defence stating that it was the Police and not the Defendants that placed the caveat on the Res. The Statement of Defence was filed on 21st of March, 2023. The Claimant called one Witness. The Defendants called one Witness too. Upon close of their respective cases the matter was adjourned for Adoption of Final Written Addresses and after its adoption it was adjourned for Judgment. Hence this Judgment.

In the Final Written Address the Claimant formulated 3 Issues for determination which are:

- 1. Whether by totality of the evidence before the Court, it will be right to affirm that the interest of the Claimant on the Res is unimpeachable and as such the Claimant's action of initiating the Suit against the Defendants who interfered with the Claimant's interest in the Res is justified?**
- 2. Whether the Defendants can, without Order of a Court of competent jurisdiction, place a caveat on the file of a plot of land that has been lawfully allocated to a person whether natural or juristic?**
- 3. Whether the Claimant who is the beneficial owner of the Res in issue by virtue of the Power of Attorney donated to the Claimant, should be made to suffer and its interest in the Res interfered with due to the negligent act of the Defendants who alleged that the**

Certificate of Occupancy was fraudulently collected from their office?

On Issue No. 1, the Claimant submitted that by the evidence before the Court the Claimant has sufficiently established its claims over the Res against the Defendants and that his case is unimpeachable and his Suit is justified. That he had tendered documentary evidence to support the oral testimony of the Claimant's Witness. He referred to all Exhibits the Claimant tendered especially **EXH 3**. The Claimant Counsel submitted that the Defendants did not challenge the said **EXH 3** – Power of Attorney which is irrevocable. That the evidence of the Defendants corroborated the Exhibit and confirmed that it was registered with them. He referred to **EXH 7** also which is through which the said **EXH 3** was tendered and showing the status of the Res in the Defendants' Data Base. That the evidence of the Claimant was not challenged or controverted by the Defendants.

That the only attempt by the Defendants to challenge evidence of the Claimant was on **EXH 6** – the Police Investigation Report on a mere allegation of fraudulent collection of the Certificate of Occupancy of the Res. That the Police did not indict the Claimant in that Report. That the Claimant was equally not an accomplice in that Report. That by the Defendants' Record, the Certificate of Occupancy was released to Kinsar Nigeria Limited by the Defendants in 2014. That the land was donated to the Claimant in 2016. That the Claimant's interest rose 2 years after the Certificate of Occupancy was released to Kinsar Nigeria Limited.

Hence, the Claimant was not in the picture when the Certificate of Occupancy was released to the said Kinasar Nigeria Limited. That is why the Police could not indict the Claimant in their Investigation Report.

That the argument of the Defendants that the Claimant procured the **EXH 6** fraudulently is misleading and not supported by any fact. That there is nothing before the Court to support the assertion of the Police in the said Report. That Police Report does not and cannot be turned to be an Order of Court.

Again, that Police Report cannot be the basis to controvert the proprietary interest of the Claimant in the Res.

On the provisions of **SS. 64, 173 and 192 of the Evidence Act 2011** cited and referred to in the Defendants' Final Written Address as well as **S. 26(1) of the Land Registration Act 2012** that fraud is exception to the ____ acquired in a land as argued by the Claimant Counsel. They submitted that the basis of Defendants argument is on **EXH 6** – Investigation Report which has not been tested in Court. That until the issue of fraud being on the Police Report is argued and affirmed by Court, that the Claimant's right over the Res still stands and remains superlative.

That by the provision of **S. 39 of the Land Use Act** on right of High Court over issue of land and right over land, that the Defendants' act of relying on the Police Investigation Report to challenge the proprietary interest of the Claimant over the Res is an aberration. That after all, most of the documents issued tendered by the Claimant in respect to the Res were

not denied by the Defendants as they emanated from the Defendants. That the Defendants corroborated **EXH 7** as duly registered in favour of the Claimant by the Defendants.

On the submission of the Defendants that the Claimant cannot obtain a declaration of title from the Court against the wrong Defendant, the Claimant Counsel submitted that there is no other Defendant known in this case apart from the present Defendants. That no other Defendant has challenged the proprietary interest or right of the Claimant over the Res except the Defendants who placed the caveat on the Land/Res.

That the Claimant has proved its title and ownership over the Res with the documents of title it has tendered and oral evidence of the PW1 which was not controverted in this case. That no other person was joined as a Defendant in this Suit aside from the 1st & 2nd Defendants in this case.

That for 6 years the Injunctive Order of this Court was pasted in the conspicuous part of the Res no other person has come to claim ownership of the Res till date. That the Court can grant Declaratory Relief/Order where there is evidence of no Defendant or a dispute, all is done based on evidence placed before the Court and such Order is executor. On all the above the Claimant Counsel relied and referred to the following cases:

NMB PLC V. Onabola
(1999) 12 NWLR (PT. 630) 304 R 1

A-G Ogun State V. Cokar
(1993) 9 NWLR (PT. 316) 241

Asafa Food V. Alraine
(2002) 12 NWLR (PT. 781) 353

Ajomale V. Yaduat No 2
(1991) 5 NWLR (PT. 191) 266

Fawehumi V. Inspector General of Police
(2000) 7 NWLR (PT. 665) 511 R 19

On Issue No. 2 – on whether the Defendants can place caveat on a file of a plot of land lawfully allocated to a person – natural or juristic. The Claimant Counsel submitted that the Defendants has no right to place the caveat, moreso, where they claimed that it was placed when the issue of fraud was raised. That the Police had instructed the Defendants to remove the caveat in the cause of the DW1 testimony. That the Admin Caveat was placed since 2017. That the letter of Police on the issue of caveat is dated 15th January, 2020 – **EXH 5**. That this matter was already instituted 2 years before the said Police letter.

That the Defendants did not tell this Court under which law they placed the caveat on the land in 2020 while the matter was already in Court instead of advising the parties to approach the Court to ventilate their grievances. Besides, caveat is not supposed to be and infinitum.

That even when Police wrote to the Defendants to lift the caveat the Defendants refused. That the placement of the caveat on the file of the Plot is ultra vires the power of the Defendants both in law and Court pronouncement. He urged Court to so hold.

On Issue No. 3 – on whether the Claimant should suffer for the Defendants’ negligence who alleged that the Certificate of Occupancy was fraudulently collected from the Defendants’ office. The Claimant submitted that it will amount to injustice to undermine the right of the Claimant due to Defendants’ negligence as per the Certificate of Occupancy. That it was the Defendants that released the Certificate of Occupancy to the person who Defendants claimed collected same fraudulently. That the Claimant is an innocent purchaser for value who did the necessary due diligence before he acquired the Res in 2016. That it is a ploy of the Defendants to willfully deprive the Claimant of its proprietary right over the Res. That both the Defendants, Police and the undisclosed complainant had not made any effort to challenge the right of the Claimant over the Res.

That Court gave an Injunctive Order on 13th October, 2022 restraining activities on the Res pending the determination of this Suit but the Police secret complainant did not deem it fit to join the Suit either as Defendant or complainant. That the Complainant never filed a Suit against the supposed wrong collector of the Certificate of Occupancy. But the Defendants are hell-bent on placing the caveat on the land. That there is manifest conspiracy and injustice playing out in this case against the Claimant.

That the Claimant has unquestionable right over the Res which he has established in this case. That the Defendants have no justification in depriving the Claimant his right and interest over the Res through the placement of the caveat on the Res.

He concluded that the Claimant has placed sufficient facts before the Court and as such it deserves the Judgment of the Court in its favour and the grant of his Reliefs.

The Defendants filed their own Final Written Address in which they raised 2 Issues for determination which are:

- (1) Whether the Claimant is the lawful owner of the Res as claimed.**
- (2) Whether the Defendants actually placing of the caveat on the Res is to prevent the Claimant from developing the Res as alleged.**

On Issue No. 1, the Defendants submitted that from the available evidence, the Claimant's title to the Res is in question. That the alleged transfer of interest was fraudulently procured based on report of the Police Investigation. Hence, the Claimant cannot claim ownership of the Res where the transfer of the property was procured fraudulently. That the Claimant cannot obtain a declaration of title over the Res.

That the grant of the Reliefs of the Claimant on the Res in the absence of a co-complainant will be unlawful and inequitable. That the title to the Res haven been fraudulently obtained as in this case cannot be relied upon as passing any title to the Claimant.

That the essence of registration of land instrument is to give the prospective purchaser notice of existence of a prior interest in the land. But it does not give any defect on the title registered. They referred to the case of:

Okoye V. Dumez
(1985) 1 NWLR (PT. 4) 753

That registration of Power of Attorney of the Res does not give any defect in the Power of Attorney. They urged Court to so hold.

On Issue No. 2, the Defendants referred to **S. 131 of the Evidence Act 2011**. They submitted that the Claimant placed no evidence before the Court to support its contention that the caveat placed on the Res was done by the Defendants. That the only evidence placed by the Claimant in that regard is the letter written by the Defendants inviting the Claimant for a meeting over the Res based on the investigation activities on the collection of the Certificate of Occupancy. That the Claimant did not show evidence of placement of the caveat on the Res by the Defendants. They referred to the case of:

Obe V. MTN
(2021 NWLR (PT. 22) 368 @ 405

That the evidence of the Defendants showed that the caveat was placed by the office of the Inspector General of Police which investigated the case of fraudulent transfer of the interest in the case. That the Defendants showed that the caveat was also removed by the Police after investigation was concluded. That the Police said it will prosecute those involved in the fraud. That the caveat placed by the Land Registry of the Defendants was done on 17th January, 2023 following Police Report to further protect the Res from unwholesome interference.

That since the grievance of the Claimant is on placing of caveat on the Res and since the Defendants laid evidence on who placed the caveat and the fact is uncontroverted, the Defendants' Counsel submitted that the evidence of the Defendants should be taken as actual proof of who placed the caveat and that the allegation of the Claimant should be wholly discountenanced and its Suit dismissed.

They submitted that the placement of the caveat is to protect the property from further interference until the issue of fraud is cleared.

They urged Court to so hold and dismiss the Claimant's case with cost of **₦10, 000,000.00 (Ten Million Naira)** for lacking in merit, incompetent and unwarranted.

The Defendants also filed a Reply on Points of Law and in it they raised several Issues for determination which are:

- 1. Whether the Claimant can adduce evidence or fact not pleaded in the Written Address.**
- 2. Whether the Defendants have right to make a Preliminary Objection to the Suit of the Claimant and where such is refused Appeal against the refusal of the Court of Appeal.**
- 3. Whether the Land Registry is supposed to ignore an allegation of fraud with respect to a title issued by its office just because a Court of competent jurisdiction has not decided it.**

4. Whether the Defendants in actual fact occasioned the placing of the caveat on the Res to prevent the Claimant from developing the Res as alleged.

5. Whether the Claimant can obtain a declaration of title to land in a Suit where the main claim is Issuance of Caveat and where there is no contending Claimant to title.

On Issue No. 1, the Defendants submitted that the issue of a woman rival Claimant raised by the Claimant in its Final Written Address should be expunged as it was not pleaded and no evidence laid on it as it was to no issue. They relied on the case of:

**Adejoke Motors V. Adesanya
(1989) 3 NWLR (PT. 109) 250 @ 260**

On Issue No. 2, the Defendants submitted that the Defendants has a right to raise objection on issue which the Court of Appeal has dismissed as the issue can still be reviewed by the Court of higher allotment. They referred to the cases of:

**Orubu V. National Electoral Commission
(1988) 5 NWLR (PT. 34) 323**

**Saraki V. Kotoye
(1990) 4 NWLR (PT 143) 144**

**Ojogbue V. Nnubia
(1972) 1 All NLR 226**

**Ogbom V. Uduagban
(2011) 17 NWLR (PT. 1277) 522**

On Issue No. 3, the Defendants submitted that the Land Registry cannot ignore a case of fraud with respect to title issued by its office because Court has not decided on that matter as the Court will probably rely on the evidence adduced from the action and investigation of the Land Registry to determine the matter. That in that case fraud should not be first initiated in the Court before action is taken. Hence, the reason for the action of the Admin Caveat placed by the Defendants on the Res in this case.

On Issue No. 4 the Defendants submitted that the Claimant has not adduced any evidence to prove that the Defendants placed caveat on the Res as the caveat was placed by the office of the Inspector General of Police. They urged Court to discountenance the allegation raised by the Claimant in this regard apart from the Admin Caveat placed by the Defendants recently on the Res. They relied on the case of:

NMB V. Omabule

(1999) 12 NWLR (PT. 630) 304

On Issue No. 5, they submitted that the Claimant cannot obtain a Declaratory Relief where the main issue is on issuance of caveat and where there is no contending Claimant title.

That the Defendants does not dispute issuance of the Power of Attorney in Claimant's favour as that does not remove element of fraud. They relied on the cases which are clearly at variance with the situation in this case.

Be it known that the Defendants did not present any other title document issued to any other person in this Suit aside from the one

tendered by the Claimant which was issued by the Defendants to the Donor of the Power of Attorney.

They referred to the cases of:

CSS Bookshop Ltd V. Registered Trustee of Muslim Community in Rivers State & 3 Ors
(2006) 11 NWLR (PT 992) 530

Mbashinya V. Liman
(1996) 3 NWLR (PT. 434)

Chiroma V. Suwa
(1986) 1 NWLR (PT. 19)

They urged Court to discountenance the submission of the Claimant and dismiss all the claims of the Claimant with substantive cost.

COURT

The Court has summarized the stances of the parties and the question is, going by the Reliefs sought in this case can it be said that the claim of the Claimant is on removal of caveat only as the Defendants have laboriously canvassed? Has the Claimant established its case and entitled to the Reliefs sought? Has the Defendants been able to shift the onus and defend the case of the Claimant so much so that the Court should dismiss the Suit of the Claimant with cost? Is the interest of the Claimant on the Res unimpeachable and this case against the Defendants justified? Can the Defendants place caveat without Order of Court? Is the Claimant the beneficial owner of the land in this case as claimed? Did the Defendants placed the caveat on the Res to

prevent the Claimant from developing the Res? Is the Claimant an innocent purchaser for value?

Not answering the questions seriatim, the Claimant has established his claims and is entitled to the Reliefs sought. The Claimant has established ownership of the land by the testimony of its Witness and document of title tendered before this Court. The Claimant is entitled to his claim and entitled to the Declaratory Reliefs as sought.

The claim of the Claimant in this case is on ownership and trespass or encroachment into the Res by the Defendants based on the caveat which the Defendants placed and which the Defendants did not deny.

The Defendants has no right to place caveat on the Res without Order of Court of competent jurisdiction moreso, where the caveat placed by the Police was already lifted given the Report by the Police. The Defendants placing subsequent caveat is wrong. They have no justification to do so. They did not lay before this Court any cogent evidence to justify their action.

The Claimant adduced evidence to show that there was encroachment. As seen in the letter of invitation for a meeting, there is no doubt that someone undisclosed by the Defendants was “hocking around and in the vicinity of the Res” and there “adverse” claim and attempt to claim otherwise the Defendants would not have invited the Claimant to that meeting. If there was no problem with the Res the Defendants would not have invited the Claimant to attend the meeting with all the documents of title and the

Defendants would not have asked the Claimant to come with the person connected with the transaction of the land.

The claim of the Claimant is not just on the caveat placed on the land. That is an ancillary claim. The main claim of the Claimant is on the encroachment into the land.

Again, the Claimant has proved that he is an innocent purchaser of value and the lawful owner of the Res in which he has equitable right/interest over. This he had done and demonstrated by the Power of Attorney duly donated to her by the Donor. That Power of Attorney was duly registered as required by law as far back as 2016.

The Defendants have no need to place any caveat on the Res after the Police had informed them to remove same.

There was no established adverse claim on the Res to warrant the placing of the caveat by the Defendants. Again, if the Defendants had discovered that the document of title was fraudulently collected they should have probed their officers/staff and would have taken legal action against whosoever they suspected had fraudulently collected the documents as they claimed. The Defendants were not able to establish that fact and there is no justification whatsoever for placing the caveat on the Res. Again, the Defendants never sued or applied to join any person who they felt collected the Certificate of Occupancy of the Res fraudulently. The whole action of the Defendants in this case is on their plan to deny the Claimant the ownership of the Res which was properly and duly transferred to it through the properly registered Power of Attorney donated to

it. That Certificate of Occupancy was never revoked. No one has brought any adverse claim or shown that the Claimant purchased the Res knowing that it was encumbered. The Res was not encumbered at all when the ownership was transferred and the Claimant took possession via the Power of Attorney which is irrevocable and still subsisting.

The interest of the Claimant on the Res is unimpeachable and this action against the Defendants is justified. The Claimant is surely the beneficial owner of the Res having proven and established how he got into the Res in the first place.

The Defendants deliberately placed the caveat on the Res without any justification, all in their bid to deny the Claimant the enjoyment of the Res and stop him from developing the Res for reason undisclosed and best known to the Defendants alone.

The Claimant has shown and proved that he is an innocent purchaser of value. All the above are the humble considered view of this Court.

To prove ownership, the Claimant presented before this Court the Certificate of Occupancy issued by the Minister of the Federal Capital Territory to Kinasar Nigeria Limited. The Defendants did not deny that fact. That document was tendered as **EXH 1**. It was issued on the 2nd of March, 2009. The same Kinasar Nig. Ltd donated Power of Attorney to the Claimant on 12th December, 2016. That Power of Attorney was duly registered in accordance with the provision of **SS. 3 & 15 of the Land Registration Act**. The Claimant

tendered the original copy of the Power of Attorney. It was admitted and marked as **EXH 3**. The Claimant also tendered evidence of payment for the Certificate of Occupancy made by the said Donor of the Power of Attorney – Kinasar Nigeria Limited on 8th January, 2015 where he paid N7, 615,994.76 (Seven Million, Six Hundred and Fifteen Thousand, Nine Hundred and Ninety-Four Naira, Seventy-Six Kobo). That document was marked as **EXH 2**.

The Claimant had attached the letter of invitation from the Federal Capital Territory Administration, Department of Land Administration written on 13th November, 2017 almost a year after the Claimant had registered the Power of Attorney.

It is imperative to state that by tendering the document – Certificate of Occupancy and Power of Attorney duly donated, there is no doubt that the Claimant got into the Res following due process. He did not jump in. The documents of title given to him by the Kinasar Nigeria Limited has no impediment. The Claimant is therefore an innocent purchaser of value. So this Court holds.

The letter from the Defendants – **EXH 4** in which the Defendants invited the Claimant for a meeting based on what they called investigation of activities in respect of fraudulent collection of the Certificate of Occupancy, such invitation led, according to the Defendants, to report to the Police which culminated into the Police Report.

The letter of invitation – **EXH 4** was written long before the letter by the Police written to the Director Land Department

on 15th January, 2020 informing the Defendants that the Police is investigating activities on the Res.

Of interest is the document tendered by the Defendants in this case which is the Report of the investigation activities by the Police written to the same Director of Land on the 14th of February, 2022 two years after **EXH 5**. That document was tendered as **EXH 6**. In it the Police had told the Defendants to lift the caveat they placed on the Res. They said that Kinasar Nig. Lit was the Bonafide Allottee of the property. Contrary to the Report and taking a good look at the Power of Attorney – **EXH 3**, it was donated by Kinasar Nig. Ltd. The Police Report stated that investigation shows that the Allottee is Kinasar Nigeria Limited and not Kinasar Investment.

The Report also shows that the Certificate of Occupancy in the possession of whoever wrote the complaint to the Police that caused the investigation activity belongs to Kinasar Investment Ltd. By that it is clear that the person who made the report which caused the investigation has a Certificate of Occupancy which according to the Report, belongs to Kinasar Investment Limited. That the said Certificate was fraudulently released to one Mallam B. Buru without a date and the letter of consent was forged. That it was staff of the Defendant that connived with syndicate to perpetrate the fraud and not the Claimant. The Police had already stated that the perpetrators will be arraigned in Court which means that they have been fished out already.

From the Report it is clear that Kinasar Nigeria Limited is the proper Allottee and the Power of Attorney is properly

donated to the Claimant by the said Kinasar Nigeria Limited going by the Report. The Power of Attorney of the complaint/petition to the Police shows that the person was parading a Certificate of Occupancy which was purportedly issued to Kinasar Investment Limited who never transferred any Power of Attorney to the Claimant. It was Kinasar Nigeria Limited that transferred the Power of Attorney which was duly registered as required by law. **EXH 6** also shows that the Defendants were not the ones who reported the case of fraud. That case of fraud was reported to the Police by entirely another person whose name was not disclosed. That can be seen by the content of **EXH 5** – letter of Police notifying the Defendants that the Res was under investigation.

A closer look at **EXH 6** shows that the Director Legal had asked the Defendants to lift the caveat on the Res going by the minuting on the face of the said **EXH 6**.

There is no justification whatsoever why the Defendants should place another caveat on the Res which they did not place as at 13th November, 2017 when they invited the Claimant to their office on the issue of the fraudulent collection of the Certificate of Occupancy of the Res – **EXH 1**. The Defendants did not show any outcome of the report of their own investigation on the issue of fraudulent collection of the Certificate of Occupancy. They did not show the person who is claiming any better title than the Claimant after the lifting of the caveat as per Police report. They have not justified placing their own caveat after lifting caveat placed by the Police. It is the humble view of this Court that

the Defendants placed their caveat because they want to interfere and stop the Claimant who is the real beneficial owner, as proven, from developing the Res for reason best known to them.

The other 2 documents – **EXH 7** shows lifting of the caveat, but **EXH 8**, what the Defendants called Administrative Caveat, is an anomaly and has no legal justification. A look at the remark shows that the so-called Admin Caveat is according to the Defendants:

“In view of the Police Investigation vide letter”

That document was created by Adetola on the 17th day of January, 2023. Meanwhile, this matter has been pending in this Court since 18th April, 2018 when it was first mentioned here. It was filed on the 25th day of April, 2018.

The document has no beginning and no end, though there is a CTC stamp on the document. It was only brought by the Defendants in their bid to justify their caveat. But the document rather exposed the Defendants.

The same Police Report – **EXH 6** which the said **EXH 8** is based on authorized the Defendants to lift the caveat and the Defendants had in **EXH 7** did that. This Court attaches no evidential value on the said **EXH 8** as there is no cogent legal justification to do so. Besides, **EXH 6** did not authorize the Defendants to place “Admin Caveat.” The Defendants cannot give a caveat or place caveat on the same land in which they have issued Certificate of Occupancy and the ownership of which they are not challenging. The reason on which the caveat is placed is unfounded as the Police had

asked the Defendants to lift the caveat placed by the Police based on the allegation of fraud which had been investigated and in which the Claimant was NEVER indicted. That is why this Court holds that the so-called Admin Caveat placed by the Defendants is wrong, illegal, unlawful, unjustified and should be lifted without any further delay.

On the issue of the Defendants re-litigating an issue already determined by this Court and upheld by the Court of Appeal as raised by the Defendants' Counsel in their Reply, it is the humble view of this Court that the Defendants can only raise such issue at the Supreme Court. They have no right to raise it again in this Court or at the Court of Appeal. This Court was baffled that the Defendants' Counsel could raise such issue in their Reply. Even the cases he anchored his submissions on are not in tandem with the said submission. To refresh the mind of the learned Counsel, once an issue has been determined by a Court and the Court of Appeal had upheld it, the Defendant has no right to bring the issue before the Court of first instance or the Court of Appeal as both Court are functus officio in that regard. It is only at the Apex Court that he can raise such issue if he is still dissatisfied with the decision of the High Court and Court of Appeal.

All in all, there is merit in the case of the Claimant. The Claimant had established its claims with the testimony and documentary evidence placed before this Court. It therefore deserves the grant of the Reliefs sought in this Suit.

This Court therefore enters Judgment in the Claimant's favour and grants the Reliefs to wit:

Prayer 1, 2 and 3 granted as prayed.

The Court hereby Order the Defendants to pay to the Claimant the sum of ~~N~~200, 000.00 (Two Hundred Thousand Naira) as General Damages.

The Defendants are also to pay to the Claimant the sum of ~~N~~100, 000.00 (One Hundred Thousand Naira) as cost of the Suit.

This is the Judgment of this Court.

Delivered today the ____ day of _____ 2024 by me.

K.N. OGBONNAYA
HON. JUDGE

APPEARANCE:

CLAIMANT COUNSEL: E.C. UGWUODO ESQ.

DEFENDANTS: NOT REPRESENTED