



**IN THE HIGH COURT OF JUSTICE**  
**IN THE FEDERAL CAPITAL TERRITORY, ABUJA**  
**HOLDEN AT WUSE ZONE 2, ABUJA**  
**BEFORE HON. JUSTICE NJIDEKA K. NWOSU-IHEME**  
**ON THURSDAY 30<sup>TH</sup> DAY OF NOVEMBER, 2023.**

**SUIT NO: FCT/HC/CV/2926/2022**

**BETWEEN:**

- 1. ARCH. ABDULLAHI SULEIMAN**
- 2. BINTA SULEIMAN**
- 3. PIROTTI PROJECTS LIMITED**

**APPLICANTS**

**AND**

- 1. ECONOMIC AND FINANCIAL CRIMES COMMISSION**
- 2. EXECUTIVE CHAIRMAN, ECONOMIC AND FINANCIAL CRIMES COMMISSION**
- 3. ASO SAVINGS AND LOANS PLC**

**RESPONDENTS**

**JUDGEMENT**

The Applicant commenced this action on 4/4/2023 vide an Originating Motion for the enforcement of their fundamental rights and brought pursuant to Order 2 rules 1 and 2 of the Fundamental Rights (Enforcement Procedure) Rules, 2009 (FREPR Rules) and Section 35 of the Constitution of the Federal Republic of Nigeria, 1999 (As Amended) (CFRN), Article 6 of the African Charter on Human and Peoples' Rights (Ratification and Enforcement) Act, (Cap A9) Laws of the Federation of Nigeria and the inherent jurisdiction of this Honorable court as recognized and preserved under Section 6(6) of the CFRN. In support thereof are: [i] Statement setting out the name and description of the Applicants, the reliefs sought and the grounds for the application; [ii] the Applicant's 41-paragraph

affidavit and Exhibits 1-11, attached therewith; [iii] written address of Abdussalam Mohammed Saleh Esq.; [iv] the Applicant's 14-paragraph further and better affidavit filed on 24/5/2023 to the 1<sup>st</sup> and 2<sup>nd</sup> Respondents counter-affidavit filed 29/5/2023 and Exhibits 12 to 12q attached therewith.

The Applicant seeks the following reliefs against the respondents:

1. A Declaration that the invitation and or any threat of arrest and detention of the Applicants by the 1<sup>st</sup> and 2<sup>nd</sup> Respondent at the instance of the 3<sup>rd</sup> Respondent using the instrument of the 1<sup>st</sup> and 2<sup>nd</sup> Respondent on a purely commercial relationship entered by the 3<sup>rd</sup> Respondent with the Applicants is illegal, unconstitutional and ultra vires of the statutory duties of the 1<sup>st</sup> and 2<sup>nd</sup> Respondent under the Nigerian laws.
2. A Declaration that the 1<sup>st</sup> and 2<sup>nd</sup> Respondents has no power to intervene in any manner whatsoever or to act as a recovery agent for the 3<sup>rd</sup> Respondent using the instruments of the 1<sup>st</sup> and 2<sup>nd</sup> Respondents in settling a purely commercial relationship entered by the Applicants and the 3<sup>rd</sup> Respondent under the Nigerian Law.
3. AN ORDER OF PERPETUAL INJUNCTION restraining the Respondents by themselves, or their agents, servants and/or privies or howsoever otherwise described from further inviting, arresting and or detaining the Applicant with a view to enforce the alleged claim of the 3<sup>rd</sup> Respondent against the Applicants arising from a purely commercial relationship.
4. AN ORDER OF PERPETUAL INJUNCTION restraining the Respondents whether by themselves, or their agents, servants and/or privies or howsoever otherwise described from further interfering with the fundamental right of the Applicants in any manner whatsoever.
5. AN ORDER of this Honorable Court nullifying the Letter of Invitation dated 30<sup>th</sup> March, 2023 with reference number 3000/EFCC/ABJ/EIFS HQ/TC/VOL.1/207 seeking to invite the Applicants for an interview ON THE PRETEXT OF BREACH OF TRUST AND OBTAINING MONEY BY FALSE PRETENSE as being illegal, unlawful and thus discountenanced.

6. AND FOR SUCH FURTHER AND ANY OTHER ORDER OR ORDERS as this Honorable Court may deem fit to make in the circumstance.

In opposing the Originating Motion, Gbigbadua Hamid AbulRaheem, an investigator with the 1<sup>st</sup> respondent, filed a counter affidavit of 28 paragraph on 19/5/2023 and Exhibits A.A.S and B.S attached therewith and written address of Fatsuma Mohammed Esq. filed on 19/5/2023; and Gbigbadua Hamid AbulRaheem filed a 5 paragraph counter-affidavit to the Applicants further and better affidavit filed 2/6/2023 and Exhibits EFCC 1 to EFCC 5 attached therewith and written address of Fatsuma Mohammed Esq. filed on 2/6/2023; and Adah Edeh an employee of 3<sup>rd</sup> Respondents filed a 41 paragraph counter-affidavit to the originating motion and Exhibits A and B attached therewith and written address of EzenwaOkoli Esq. filed on 14/6/2023. At the hearing of the Originating Motion on 14/12/2021, the learned counsel for the parties adopted their respective processes.

In his affidavit in support of the Originating Motion, the applicant stated that:

1. He is the 1<sup>st</sup> Applicant in this application, a businessman and chief executive officer of the 3<sup>rd</sup> Applicant in this suit.
2. The 2<sup>nd</sup> Applicant is the managing director of the 3<sup>rd</sup> Applicant, and the 3<sup>rd</sup> Applicant is a limited liability company incorporated under the laws of the Federal Republic of Nigeria.
3. The 3<sup>rd</sup> Respondent presented itself as a marketing partner and source of customers for the sale of residential housing units on Plot 1081, cadastral zone F18, Dawaki, Abuja.
4. Sometime in 2019, 3<sup>rd</sup> Respondent approached the Applicants company to market the housing units and as part of the terms of the agreement in the unsigned proposed terms for sales partnership Palm Estate, the 3<sup>rd</sup> Respondent is to be responsible for the sale of 21 units to be constructed on the plot and to have exclusive sales right for the 21 units for a minimum of 9 months. Proposed terms attached as Exhibit 1.

5. 3<sup>rd</sup> Respondent is entitled to some markup profit for any successful sales of a unit upon receipt of 60 % payment from customer on all units sold.
6. The Applicant and the 3<sup>rd</sup> Respondent agreed to open an escrow account to be jointly operated to ensure accountability and transparency.
7. The escrow account was opened in furtherance to their unsigned agreement. See exhibit 2 to that effect.
8. 3<sup>rd</sup> Respondent was able to source 11 subscribers for the project and all save 2 opted for 3 bedroom apartment.
9. On 11<sup>th</sup> March, 2019, 3<sup>rd</sup> Applicant and 3<sup>rd</sup> Respondent signed a memorandum of understanding that upon receipt of purchase price the 3<sup>rd</sup> Applicant shall remit to the 3<sup>rd</sup> Respondent its due which is N3,000,000 only per unit based on the agreed price. See Exhibit 3.
10. Subscribers introduced to the 3<sup>rd</sup> Applicant were all issued their respective offers through the 3<sup>rd</sup> Respondents office and it stated the terms and conditions of the transaction as well as delivery period. Offer letters attached as Exhibit 4a-k.
11. The 3<sup>rd</sup> Applicant successfully delivered to all subscribers who paid hundred percent such as Attom Amir and Sunday Imosine; however, one out of the subscribers who paid fully but were not delivered, entered into a Memorandum of Understanding dated 31<sup>st</sup> day of March, 2023 with the 3<sup>rd</sup> Applicant to the effect that they be allowed to complete the unit which is 70% completed and later be refunded back by the company. See attached **Exhibits 5A** and the remaining subscribers failed to make any meaningful payment and their payments were not up to 30% contrary to the terms the offers stated.
12. Owing to the Corona Virus Pandemic, 3<sup>rd</sup> Applicant suffered great set back financially in the year 2020 the prices of building materials and cost of labour increase made it difficult to deliver in view of the

prices of units agreed on earlier and the 3rd Applicant hesitation to review the prices of the units upwards.

13. On the January 13, 2022, the 3<sup>rd</sup> Respondent yet sent a letter requesting for it's earned commissions and requested for a meeting, meeting was held and issues resolved. letter attached as **Exhibit 6**.
14. On the January 31, 2022, the 3<sup>rd</sup> Respondent sent another letter with reference number ASO/SAM/2022/JAN/003 attached as **Exhibit 7** requesting for a meeting to provide an update on the palms estate and at that meeting parties agreed on a number of options and 3rd Applicant communicated the terms from that meeting on behalf of the subscribers by a letter dated 24th February, 2022 (attached as **Exhibit 8**) after the meeting of Wednesday February 2, 2022, the 3<sup>rd</sup> Applicant received the sum of N5,400,000.00 from two subscribers Adamu Uzairu and Aminu Magaji contrary to what was agreed with the 3<sup>rd</sup> Respondent. This development was relayed to the 3rd Respondent vide a letter dated 15th March, 2022 (attached as **Exhibit 9**).
15. The 3<sup>rd</sup> Respondent neither replied nor credited any sum of money to the Applicants. A copy of the schedule of payment by the subscribers was attached as **Exhibit 10**.
16. On 3rd April, 2023, the Applicants were served with an invitation letter dated 30th March, 2023 by the 1<sup>st</sup> Respondent requesting the presence of the 2<sup>nd</sup> Applicant for interrogation for criminal breach of contract and obtaining money under false pretence. Applicant attached a copy of the letter dated 30<sup>th</sup> March, 2023 and marked as Exhibit 11.
17. That notwithstanding the 400% inflation in the cost of building materials, Applicant is determined and has continued to make effort to assiduously work with the reality on ground without asking for an improved term and it is sad to see the 3<sup>rd</sup> Respondent use the instrumentality of the 1<sup>st</sup> and 2<sup>nd</sup> Respondent to intimidate the

Applicants and breach their fundamental right over a simple contract between the parties.

It is the 1<sup>st</sup> and 2<sup>nd</sup> Respondent's case as deposed to by Gbigbadua Hamed AbdulRaheem that:

1. Sometime in March, 2023, the 1<sup>st</sup> Respondent received a petition dated March 16, 2023 from the 3<sup>rd</sup> Respondent against the Applicants alleging fraudulent misrepresentation, obtaining money by false pretence, criminal connivance and criminal diversion of the cumulative sum of Two Hundred and Forty Five Million Five Hundred and Thirteen Thousand and Two Hundred Naira against the Applicants which was meant to facilitate 20 housing units situate at Plot 1081, Cadastral Zone F 18, Dawaki, Abuja for its subscribers within a 24 month payment plan, hence the need for investigation. A copy of the petition was attached as **Exhibit A.A.S** was assigned to the deponent's team for investigation and report.
2. In the course of investigation, they invited the 3<sup>rd</sup> Respondent who is the nominal complainant. The 3<sup>rd</sup> Respondent adopted its petition, Exhibit A.A.S and provided the 1<sup>st</sup> Respondent oral explanation.
3. The 3<sup>rd</sup> Respondent further alleged that the payment was made to Applicants' account number 0000013649 Pirotti Project Limited with Taj Bank Limited and account number 0115315636 Pirotti Project Limited with Guaranty Trust Bank Limited and after the expiration of the agreed timeline for handing over the 20 housing units, the Applicants failed to hand over the houses and diverted the funds to construction of a shopping mall contrary to the agreement.
4. Investigation on Exhibit A.A.S is ongoing including going to the field and in the course of the discreet preliminary investigation being carried out, it became imperative to afford the Applicants fair hearing which consequently made them to invite the Applicants by informing them of the allegations against them and the need to obtain clarifications on the ongoing investigation. The Letter of invitation acknowledged by the Applicants was attached **Exhibit B.S.**

5. Serving Exhibit B.S on the Applicants is within the statutory functions of the Respondent, the Applicants did not honour their invitation and this made it practically impossible to be privy to the Applicant's side of the story and contrary to depositions of the Applicants, the 1<sup>st</sup> Respondent did not breach the fundamental rights of the Applicants, did not arrest, detain and arraign the Applicants on a phantom criminal charge at the instance of the 3<sup>rd</sup> Respondent neither did the Respondent intimidate the Applicants even though in the discharge of its statutory functions it is professional and will arrest, detain and file charges in accordance with the provisions of the law.
6. It is the 1<sup>st</sup> and 2<sup>nd</sup> Respondent's case that the offence of obtaining money by false pretense is not a purely civil transaction.

The 3<sup>rd</sup> Respondent in her response to the Applicant's application deposed thus:

1. The defendant had executed a sales partnership agreement **Exhibit A attached herewith** for the marketing of 20 units of the housing units wherein the Applicants had made certain representations which informed the 3<sup>rd</sup> Respondent's decision to the said agreement with the Applicants which included:
  - a) That the houses to be allocated to the purchaser has been developed on a parcel of land known as Plot 1081, Cadastral Zone F 18, Dawaki, Abuja measuring approximately 1.26 hectares.
  - b) That the 3<sup>rd</sup> Respondents will be entitled to sum of ₦3,000,000.00 (Three Million Naira) sales commission of any sales it undertakes.
  - c) That the housing units will be fully developed and handed over to the purchaser within 18 months from commencement.
2. The above representations informed the 3<sup>rd</sup> Respondent's willingness to market the housing units. Sequel to the terms of the duly executed sales partnership agreement, the 3<sup>rd</sup> Respondent was granted exclusive sale rights over 20 units of houses for a period of 9 months as evidenced by the duly executed indicative heads of terms attached as Exhibit B, and subsequently, a sales partnership

agreement and by virtue of paragraph 3. 1. 1. of Exhibit A, the 3<sup>rd</sup> Respondent is entitled to some markup profit for all successful sales on any housing unit, on receipt of 60% payment from the purchaser, on all the apportioned units within the exclusive period.

3. The 3<sup>rd</sup> Respondent secured 11 subscribers for the property who were issued their offers bearing the terms and conditions of the transaction and same, were accepted. On the 11<sup>th</sup> of March, 2019, the 3<sup>rd</sup> Applicant and the 3<sup>rd</sup> Respondent executed a Memorandum of Understanding regarding the sales made by the 3<sup>rd</sup> Respondent of 2 units of three bedroom houses sold at (Twenty Five Million Naira) each, leaving the 3<sup>rd</sup> Respondent to its markup payment of (Three Million Naira) each.
4. There are a total of 7 purchasers who have, made payment of the purchase price, and 4 subscribers whose payments are still ongoing and as at date, out of the 7 purchasers who have made 100% deposit of the purchase price, only two purchasers; Sunday Imoseni and Amir Attom have been given full possession of their properties and all attempt to secure the Applicants delivery of these houses proved abortive and the 3<sup>rd</sup> Respondent reasonably believes that the 3<sup>rd</sup> Applicant have criminally diverted these funds which was scheduled to be deployed towards construction of these houses.
5. The 3<sup>rd</sup> Respondent effected most of the sales in the year 2021, months after the pandemic lockdown, and the Applicants had always pleaded with the 3<sup>rd</sup> Respondent on several occasions for extension of time within which to deliver. The 3<sup>rd</sup> Respondent was never a part of any discussion relating to finding any resolution to the issues emanating from non-delivery of the properties to their beneficiaries neither is it in the position to ascertain the business decisions of the Applicants, as it relates to the project.
6. Applicants continued in the fraudulent act of non-delivery of purchased properties to their beneficiaries and also failed to pay the 3<sup>rd</sup> Respondent their accrued sales commission as agreed in the sale partnership agreement. This is more so as the Applicants had

received the monies from the purchasers and only needed to deduct their portion thereof and pay the 3<sup>rd</sup> Respondent.

7. That the 3<sup>rd</sup> Respondents role as a prudent marketer and sales representative of the Applicants has caused untold and irrevocable damage to the reputation and good will of the 3<sup>rd</sup> Respondent and in turn the 3<sup>rd</sup> Respondent has made several entreaties to the Applicants in a bid to resolve the misfortune the Applicant has meted on the 3<sup>rd</sup> Respondent.
8. That on 1<sup>st</sup> day of March, 2022, the 3<sup>rd</sup> Applicant sent a letter dated 24th February, 2022. However, same was not acceptable to the 3<sup>rd</sup> Respondent. The 3<sup>rd</sup> Respondent sent the sum of ₦5,400,000.00 to the 3<sup>rd</sup> Applicant for two subscribers; AminuMaaji and AdamuUzairu. However, the payments made by the customers were made towards their individual purchase of housing units and had nothing to do with any agreement what so ever.
9. That the 3<sup>rd</sup> Respondent has never agreed to provide funding for the completion of the development of the project and till date all 7 customers who have paid 100% purchase fees are still unable to receive delivery of their housing units and this made the 3<sup>rd</sup> Respondent to petition to the 1<sup>st</sup> Respondent on a criminal investigation in to the suspected fraudulent diversion of sales proceeds, breach of trust and obtaining funds by false pretense against the Applicant, with a view to prosecuting him if found culpable. The 1<sup>st</sup> Respondent's invitation letter is non-threatening and in line with its protocol.
10. It is also an effort by the 1<sup>st</sup> Respondent to hear the Applicants' side of the story so as to enable the 1<sup>st</sup> and 2<sup>nd</sup> Respondent make a more informed and balanced investigation. The Applicant has never been arrested, detained or threatened accordingly.
11. The 3<sup>rd</sup> Respondent reasonably believed that upon receipt of the monies from the aforementioned subscribers who had fully paid, rather than deducting a portion of same and paying the 3<sup>rd</sup> Respondent its sales commission, the Applicants criminally

diverted same. The accessibility of the housing units is not in question but the development and handover of these units to the 3<sup>rd</sup> Respondent's customers in line with the contract terms is the crux of the 3<sup>rd</sup> Respondent's petition to the 1<sup>st</sup> Respondent.

In the Applicant's further and better affidavit in opposition to the 1<sup>st</sup> and 2<sup>nd</sup> Respondents counter affidavit, 1<sup>st</sup> Applicant deposed to the following facts:

1. That paragraphs 9, 13, 15, 22, 23, 25, 27 (d,e,f,g,i) & 28 are untrue and in response, the Applicants have not diverted the 3<sup>rd</sup> Respondents customers funds or any sum of money to the construction of a shopping mall contrary to the agreement.
2. That the funds generated for the construction of the shopping mall was a loan obtained from Jaiz Bank Plc and customers who patronized the shops generating sum of N450,000,000. Attached Exhibits 12a-12p list of customers who paid for subscription of shops and evidence of loan granted by Jaiz bank.
3. The 3<sup>rd</sup> Respondent refused Applicants demand to refund their customers funds since they cannot fulfill their own part of the bargain
4. 3<sup>rd</sup> Respondent insisted that the project must be completed before their customers make any payment contrary to their offer letters which provide that possession is upon full payment of the units and legal fees

In the Applicant's written address, Abdussalam Mohammed Saleh Esq. submitted two issues for determination, to wit:

- 1. Whether or not it is the function of the Officers and men under the control of the 1<sup>st</sup> Respondents to act as settlers of contractual dispute under the Nigerian law?***
- 2. Whether or not the acts of the 1<sup>st</sup> and 2<sup>nd</sup> Respondents at the instance of the 3<sup>rd</sup> Respondents in threatening the Applicants and proceeding to allege that the Applicants breach of trust and obtain money by pretense of the***

***3<sup>d</sup> Respondents so that the 1<sup>st</sup> and 2<sup>nd</sup> Respondent will order the arrest and detention of the Applicant is not an infringement of the Applicants right?***

Fatsuma Mohammed Esq. distilled two issues for determination in the 1<sup>st</sup> & 2<sup>nd</sup> respondent's written address. These are:

- 1. Whether the 1<sup>ST</sup> and 2<sup>nd</sup> Respondents have the powers to investigate the Applicant upon reasonable suspicion that the Applicant has committed or is about to commit an offence?***
- 2. Whether the Applicant has made out a case against the 1<sup>ST</sup> and 2<sup>ND</sup> Respondents to be entitled to the reliefs sought?***

For his part, EzenwaOkoliEsq. posed one issue for determination in the 3<sup>rd</sup> Respondents' written address, which is:

***Whether or not a party who has reasons to believe that he is being defrauded in a transaction can have recourse to the law enforcement Agencies empowered in the law to do so?***

From the affidavit evidence of the parties and the submissions of the learned counsel, the Court will determine this suit on the following issue, which is:

***Whether the application for enforcement of the Applicant's fundamental rights is meritorious as to entitle him to the reliefs sought.***

**SUBMISSIONS OF LEARNED COUNSEL FOR THE APPLICANT:**

On issue one, Saleh Esq. argued that the duties of the 3<sup>rd</sup> Respondent are as set out in sections 6 and 7 of the EFCC Act and the functions of the EFCC does not include settlement of civil disputes on behalf of any person. Relying on ***FRN V OJO (2018) LPELR 45541 CA.***

On issue two, counsel submitted that the attempt to arrest and invite the Applicants based on a pure civil dispute is a contravention of the provisions

of section 46 of the CFRN relying on the case of ***IGWE & ORS V EZEANOCHIE & ORS (2010) 7 NWLR (PART 1192)***.

**SUBMISSIONS OF LEARNED COUNSEL FOR THE 1<sup>ST</sup> AND 2<sup>ND</sup> RESPONDENT:**

On issue one, Mohammed Esq submitted that the Respondent received Exhibit A.A.Sa petition against the Applicants which alleged fraudulent misrepresentation, obtaining money by false pretense, criminal connivance and criminal diversion of the cumulative sum of N245,513,200.00 against the Applicants and proceeded to investigate in carrying out its statutory responsibility of investigating economic and financial crimes as contained in Exhibit A.A.S.

Counsel argued that by the combined effect of **Sections 6, 7, 8(5), 12(1), 13(1), 41 and 46 of the Economic and Financial Crimes Commission (Establishment) Act 2004 (EFCC Act)**, the 1<sup>st</sup> Respondent enjoys the same powers with the Nigerian Police Force when it comes to investigation and prosecution of offenders. Referring to Section 4 of the Police Act and the case of ***FAWEHINMI V. I.G.P (2000) NWLR PART 665 PAGE 481 AT 519-521*** and the invitation of the Applicants by serving them with Exhibit B.S, is within the statutory functions of the 1<sup>st</sup> Respondent and this Honorable Court cannot restrain the 1<sup>st</sup> Respondent from performing her statutory duties as it would amount to meddling and interfering with the role or duties of law enforcement agencies by the judiciary.

On issue two, Mohammed Esq. submitted that the Applicant is seeking for declaratory reliefs thereby asking for equitable reliefs from this Court and where a party's claim is for an equitable relief/ he must show that he deserves the relief because of the equitable maxim "who comes to equity must come with clean hands". The Respondent in the course of investigation of Exhibit A.A.S afforded the Applicant the opportunity to be heard by inviting him which invitation he failed to honor.

Counsel further argued that the 1<sup>st</sup> Respondent in the discharge of its statutory functions is professional and will arrest, detain and file charges in accordance with the provisions of the law, moreover, the offence of

obtaining money by false pretense is not a pure civil dispute and counsel to the Applicants in their written address dated 3<sup>rd</sup> May, 2023 went on an academic voyage. The depositions in their affidavit is bare and bereft of material facts, it does not show how the 1<sup>st</sup> Respondent has violated the fundamental rights of the Applicant or existence of a threat to infringe on Applicants' rights. Invitation of the Applicants by the Respondent to respond to an allegation by the 3<sup>rd</sup> Respondent does not amount to violation of fundamental human rights, failure of the Applicant to put forward any material fact before this Honorable Court remains fatal to the entire application relying on the case of **OYEWOLE SUNDAY V. ADAMU SHEHU (1995) 8 NWLR PART 414 PAGE 418.**

Court was urged to discountenance the cases of **TUKUR V GOVERNMENT OF TARABA STATE (1997) 6NWLR (PT 510) 549 AT 574-575, FEDERAL MINISTER OF INTERNAL AFFAIRS V SHUGABA (1982) 2NCL 915 AND JACK V UNIVERSITY OF AGRICULTURE MAKURDI (2004) 5NWLR (PT 865) 208** relied on by the Applicant as they are distinguishable from the suit at hand.

Counsel submitted that the Applicants' application is unmeritorious and should be dismissed with substantial costs.

### **SUBMISSION OF LEARNED COUNSEL FOR THE 3<sup>RD</sup> RESPONDENT**

EzenwaOkoli Esq. Counsel to the 3<sup>rd</sup> Respondent submitted that the 3<sup>rd</sup> Respondent has reasons to believe that the Applicants have fraudulently misrepresented itself, obtained through the 3<sup>rd</sup> Respondent by false pretense and guilty of criminal diversion of the sum generated by the services of the 3<sup>rd</sup> Respondent which led to the petition against the Applicant relying on the case of **MADUKA V UBAH & ORS (2014) LPELR- 23966 (CA)** and on obtaining money by false pretense counsel enlisted the elements to be established in order to sustain a charge of obtaining money by false pretense was stated by EJEMBI-EKO JSC in **DARLINGTON V FRN (2018) 11 NWLR (PT 1629) 152.**

Counsel submitted that the statement so made by the Applicant is an assertion which does not accord with facts relying on the case of **AFEGBAI V A.G EDO STATE** that whether there is a misrepresentation is

a question of fact and misrepresentation can be proved in the following ways:

- a. The representation must be a statement of an existing fact,
- b. The representation must be material and unambiguous
- c. The representee must show that he has acted in reliance with representation

The Applicant has made certain representation which informed the 3<sup>rd</sup> Respondent's decision to the said agreement with Applicant which includes:

- a. That the houses to be allocated to the purchaser has been developed on a parcel of land known as plot 1018, cadastral zone f18 Dawaki Abuja measuring approximately 1.26 hectares.
- b. That the 3<sup>rd</sup> Respondent will be entitled to sum of ₦3,000,000.00 (Three Million Naira) sales commission of any sales it undertakes.
- c. That the housing unit will be fully developed and handed over to the purchaser within 18 months from commencement.

The fact as stated above was what the Applicants communicated to the 3<sup>rd</sup> Respondent was in fact false and a ploy to defraud innocent individuals of their hard-earned funds. The Applicants are in full knowledge of same, Furthermore, Applicants seek to attribute its breach of agreement to the alleged effect of the 2020 pandemic in spite of the fact that most of the units were sold by the 3<sup>rd</sup> Respondent in the year 2021, months after the pandemic lockdown. Court was urged to dismiss the suit of the Applicants with substantial cost as same is lacking in merit.

On 4/7/2023, parties were ordered by this court to address her on *"Whether more than one person can bring an action for enforcement of fundamental human right in Court according to the Fundamental Rights (Enforcement Procedure) Rules, 2009.*

The submission of the 1<sup>st</sup> and 2<sup>nd</sup> Respondent counsel Fatsuma Mohammed Esq. on the issue is that an action under the Fundamental Enforcement Rules is a peculiar action. It is a kind of action which may be

considered "Sui Generis" that is a claim in a class of its own though with a closer affinity to a civil action than a criminal action.

Counsel relied on **Section 46(1) CFRN** and **Order 2 Rule 1 of FREP Rules** while stating that the wordings used "any person" is clear and unambiguous. The adjective used in both provisions in qualifying who can apply to a Court to enforce a Right denotes singular and does not admit pluralities in any form and that the literal rule of statutory interpretation is that words must be given their plain and ordinary meaning relying in ***Gana v. SDP & Ors (2019) LPELR-47153 (SC) P. 36 Paras A-B.***

Counsel submitted further that In ***UDO V. ROBINSON & ORS (2018) LPELR-45183 (CA) PP. 13-25 PARAS C-A*** it was held that it is not proper to join several Applicants in one application for the purpose of securing the enforcement of their fundamental rights and the case of ***KPORHAROR & ANOR V. YEDI & ORS (2017) LPELR-42418 (CA) PP. 8-13 PARAS F-A*** where it was held that any application filed by more than one person to enforce a right under the FREP Rules is incompetent and liable to be struck out.

Counsel in conclusion stated that the Applicants ought to first file their applications separately, and then the applications may be consolidated by an order of Court if necessary. **Order 7 Rule 1 of FREP Rules** provides that a Judge may on application of the Applicant consolidate several applications relating to the infringement of a particular Fundamental Right pending against several parties in respect of the same matter, and on the same grounds and that the 3rd Applicant, Pirotti Projects Limited is an artificial person, being an artificial person the 3<sup>rd</sup> Applicant cannot maintain an action for violation of its fundamental human rights because its incapable of being arrested and detained. See the case of ***FIRST BANK & ORS V. A-G FEDERATION & ORS (2018) LPELR-46084 (SC) P. 81 PARAS A-C.***

The 3<sup>rd</sup> Respondent counsel Ezenwa Okoli Esq. in response to the order of court submitted that by the provisions of **Section 46 (1) of the CFRN** and **Order 2 Rule 1 of the FREP Rules**, and by the import of these

provisions is the use of the adjective "any" in qualifying who can apply to a court to enforce a fundamental right. The adjective "any" denotes a singular person and does not admit to pluralities in any form, thus the provisions seem to be limiting claims to individual and not collective rights—that is; it is an individual right as opposed to collective right.

Counsel submitted that in ***ABUBAKAR V. DAUDA & ORS (2020) LPELR-51417(CA) PP.5-8, PARAS.F-B***, the Apex Court held that enforcement of a fundamental right must be brought by each person separately and not collectively. Also, In ***C.O.P KADUNA STATE POLICE COMMAND & ANOR V. DAUDA & ORS (2020) LPELR- 51412 (CA)*** it was held that enforcement of fundamental right must be brought by each person separately and not collectively.

Okoli Esq. in conclusion, relied on the case of ***ABUJA ELECTRICITY DISTRIBUTION COMPANY PLC & ORS V. AKALIRO & ORS (2021) LPELR - 54212 (CA)***, the Court while relying on the decision ***CHIEF OF NAVAL STAFF ABUA & ORS V. ARCHIBONG & ANOR (2020) LPELR- 51845 (CA)***, ***UDO V. ROBSON & ORS, FIRST BANK & ORS V.A.G FEDERATION & ORS (2018) LPELR - 46084 (SC)*** are all to the effect that an application by joint Applicants for the enforcement of fundamental right was incompetent.

Applicant Counsel Abdussalam Mohammed Saleh Esq. in response to the court's directive submitted that there have been conflicting decisions of the Court of Appeal as to whether persons can join application for the enforcement of their fundamental right. However, a more recent decision of the Court of Appeal has put the matter to rest and held in support of the joint application, counsel referred court to the case of ***GOVERNMENT OF ENUGU STATE OF NIGERIA & ANOR V. ONYA & ANOR (2021) LPELR-52688 (CA)*** where the Court of Appeal held that a Joint application is valid and competent in law and that the law is trite that where a trial court is faced with conflicting decision of a Superior Court, it is bound to follow the latest one. See ***GLAXO SMITHKLINE PLC V. JIYA (2014) LPELR-22902 (CA)***.

Counsel stated that the fulcrum of the application is determination as to whether the 1<sup>st</sup> and 2<sup>nd</sup> Respondents can intervene in the transaction entered between the parties and whether same is a civil matter and voids all invitation and interventions by the 1<sup>st</sup> and 2<sup>nd</sup> Respondents.

Saleh Esq. further stated that the 3<sup>rd</sup> Respondent being an artificial person can file an action for the enforcement of its fundamental right. He referred court to the case of ***OKECHUKWU & ANOR V. EFCC & ORS (2014) LPELR-24079 (CA)***.

### **DECISION OF THE COURT**

On whether a suit can be filed under the FREP Rules by more than one person to enforce a fundamental right, I had the benefit of considering all authorities submitted by the parties most especially the most recent decision of ***HON. MICHAEL OGHENEGUEKE & ORS v. THE INSPECTOR GENERAL OF POLICE & ORS (2023) LPELR-60233(CA) (Pp. 24-28 paras. A)*** Per ONYEMENAM, J.C.A;

*"Herein, the application was brought by 12 Applicants. The exigent question is whether the phrase any person as used in Section 46 (1) of the 1999 Constitution of the Federal Republic of Nigeria (as amended) can be construed to include more than one person or whether it is limited to only one person. Where it is wide enough to include more than one person, then it necessarily follows that joint Applicants can bring an application; but where it cannot be so construed, then an application by the joint Applicants will be incompetent.*

*By virtue of Section 14 of the Interpretation Act, even though the phrase "any person" denotes singular, in construing enactments, words in the singular include the plural and words in the plural include the singular. See: EFCC & ORS V. AFOLABI & ORS (2022) LPELR-(CA); Section 14 of the Interpretation Act.*

*Additionally, the adjective employed in the provisions of Section 46 (1) of the 1999 Constitution and Order 2 Rule 1 of the Fundamental Rights (Enforcement Procedure) Rules, 2009 is "any". It qualifies the noun, "person". The word "any" has been defined as an adjective*

*which could be one or more, an undetermined number and when used as a pronoun, the word any can be singular or plural in construction. See: Merriam-Webster Online Dictionary. Consequently, the word 'any' and the phrase 'any person' cannot be interpreted as restricted to an individual.*

*Also, there are no express provisions in the Fundamental Rights (Enforcement Procedure) Rules, 2009 barring persons who have common or the same cause of action like the instant Respondents from bringing a joint application. See: OKAFOR & ORS V. NWORA & ANOR (2022) LPELR- (CA); EFCC & ORS V. AFOLABI & ORS (2022) LPELR (CA). I shall reiterate Order XV Rule 4 of the said Fundamental Rights (Enforcement Procedure) Rules, 2009; which provides:*

*"where in the course of any Human Right proceeding, any situation arises for which there appears to be no adequate provision in the said Rules, the civil procedure rules of the Court for the time being in force still apply". The Rules of the Court in the instant case is the High Court of Delta State Civil Procedure Rules which permits a joint suit where the cause of action is the same. In the instant case, the cause of action is the same, to wit, that the 1st - 12th Appellants were jointly intimidated, harassed, humiliated, and threatened to be arrested and detained by the Respondents over the purely civil matter of the administration and leadership of Out-Jeremi Community of Ughelli South Local Government Area of Delta State. The essence of joinder of parties is majorly to avoid duplicity of actions, which leads to conflicting judgments and unnecessary waste of scarce judicial time; thus, whenever different persons have the same cause of action against a particular person or group of persons, as in the instant case, they may jointly institute a single action against that person or group of persons. Moreover, Section 1 of the Interpretation Act allows several persons to bring an action to enforce fundamental rights in a representative capacity. Flowing from the above, it is my view that so long as the Applicants have a common complaint and the same interest, and it is on the same actual situation that the alleged breach of their fundamental rights is grounded, they can bring a joint application for redress. This position*

*has been strategically firmed by the Supreme Court in the cases of DIAMOND BANK PLC V. OPARA (2018) 7 NWLR (Pt. 1617) 92 (SC); FIRST BANK OF NIG. PLC V. A-G FEDERATION (2018) 7 NWLR (PT 1617) 121 (SC); wherein they were joint Applicants. Although the competence of joint application for enforcement of fundamental rights was never a live issue in the appeal before the Supreme Court and thus it never made any pronouncement on that point of law; yet the Apex Court did not frown at joint and/or class action in matters of enforcement of fundamental rights in the above-referred cases. I am of the firm view that since the question whether joint Applicants can maintain an action for the enforcement of their fundamental rights, is a question which goes to the competence of the action and a fortiori, the competence of the Court to entertain the action, being a question of initiation of an action without due process of law; consequently, if joint application of this nature was wrong in law, the Supreme Court would have made a pronouncement on the competence of the joint application instead of proceeding to award compensation in favour of the joint Applicants as it did in the said cases.*

*In fact, the Rules do not only allow joint application, it also encourages public interest litigations in the human rights field. See: Ogheneovo V. Gov., Delta State (2023) 2 NWLR (Pt. 1868) 275 (SC); Rule 3 of the Preamble to the Fundamental Rights (Enforcement Procedure) Rules, 2009.*

*In conclusion, there is absolutely nothing legally wrong in filing a joint application for the enforcement of fundamental human rights actions. There is nothing abhorrent procedurally in several persons filing and maintaining a Fundamental Human Rights action as has been done by the Appellants herein at the Court below.*

*I therefore hold that the Appellants rightly filed a joint action for the enforcement of their fundamental rights."*

By the immutable or inflexible doctrine of *stare decisis* [or judicial precedent], this Court is bound to follow the decision of the Court of Appeal. It is also the law that when a lower court is faced with two

conflicting decisions of a superior court on an issue, as in the instant case, the proper procedure or approach is to follow the most recent decision on the issue or subject. See the cases of **ISAAC OBIUWEUBI V. CBN [2011] 3 SCNJ 166** AND **MUJAKPERUO & ORS. V. AJOBENA & ORS. [2014] LPELR-23264 [CA]**. Thus, this Court will follow the decision in **OGHENEGUEKE & ORS V. IGP & ORS** and go forward to determine the joint application for enforcement of fundamental rights.

The 1st and 2nd Respondents filed a counter affidavit to the Applicants further and better affidavit and written address on 2/6/2023 and Applicants vehemently opposed the courts consideration of the counter affidavit. Order II of the FREP Rules has enlisted all the processes to be filed by both sides in a fundamental right suit;

**Order II rule 2;**

An application for the enforcement of the Fundamental Right may be by any originating process accepted by the Court.

**Order II rule 3;**

An application shall be supported by a Statement setting out the name and description of the applicant, the relief sought, the grounds upon which the reliefs are sought, and supported by an affidavit setting out the facts upon which the application is made.

**Order II rule 5;**

Every application shall be accompanied by a Written Address which shall be a succinct argument in support of the grounds of the application

**Order II rule 6;**

Where the respondent intends to oppose the application, he shall file his written address within 5 days of the service on him of such application and may accompany it with a counter affidavit.

**Order II rule 7;**

The applicant may on being served with the Respondents written address, file and serve an address on points of law within 5 days of being served, and may accompany it with a further affidavit.

Having painstakingly reproduced the relevant sections of the FREP Rules nowhere is it provided that the 1<sup>st</sup> and 2<sup>nd</sup> Respondents can file a counter affidavit to the Applicants further and better affidavit. Upon consideration of the argument of both sides, the provisions of **Order 2 of FREP Rules** does not contemplate a Further Affidavit on the part of the 1<sup>st</sup> and 2<sup>nd</sup> Respondent as there must be an end to litigation see **PAN ATLANTIC SHIPPING AND TRANSPORT AGENCIES LTD. V. BABATUNDE (2007) LPELR-4826(CA) Per SALAMI, JCA (P. 31, paras. B-F)**. 1<sup>st</sup> and 2<sup>nd</sup> Respondents Counter Affidavit and written address filed 2/6/2023 is incompetent and is hereby struck out.

A fundamental right is a right guaranteed in the Nigerian Constitution. It is a right which every citizen is entitled to by reason of being a human being unless if a person suffers any of the disabilities set out in the Constitution. Fundamental rights stand above the ordinary laws of the land, there are therefore constitutional provisions and rules of procedures contrived for the enforcement of those rights specifically entrenched in the Constitution.

In this instance case the Applicants; Arch. Abdullahi Suleiman, Binta Suleiman and Pirotti Projects Limited are seeking the enforcement of their fundamental right.

A fundamental right enforcement application is in the nature of an action that would be termed as sui generis, a peculiar action in a class of its own, the rules and procedure are also unique with the singular aim of enforcing the Constitutional Rights of citizens where it has been violated by another person or persons. These rights are so important that they are entrenched in the CFRN preserved in Chapter IV. For this reason, the FREP Rules created a special procedure for this category of cases via which an action could be brought to enforce one's rights when breached. The FREP Rules guide the conduct of proceedings of all actions to enforce rights. The enforcement of fundamental rights is provided for by **Section 46 (1) and (2) of the CFRN** which provide as follows:

***"46(1) Any person who alleged that any of the provisions of this Chapter has been, is being or is likely to be contravened in any State in relation, to him may apply to a High Court in that State for redress."***

The Applicant seeks to enforce his fundamental rights under **Section 35 of the CFRN. Section 35 (1) of the 1999 Constitution** [as amended] provides: *“Every person shall be entitled to his personal liberty and no person shall be deprived of such liberty save in the following cases and in accordance with a procedure permitted by law”*. The procedure permitted by law are stated in Section 35 (1)(a)-(f) thereof.

The unchallenged and uncontroverted facts in the counter affidavit of the 1<sup>st</sup> & 2<sup>nd</sup> Respondents are that the 1<sup>st</sup> Respondent received a petition written on behalf of the 3<sup>rd</sup> Respondents against the Applicant. The allegations in the petition dated 16/3/2022 attached to the 1<sup>st</sup> and 2<sup>nd</sup> Respondents counter-affidavit as Exhibit A.A.S against the Applicants are fraudulent misrepresentation, obtaining money under false pretense, criminal connivance on withholding of title documents and criminal diversion of the sum of N245,513,200.00. By letter dated 30/3/2023 attached to the 1<sup>st</sup> and 2<sup>nd</sup> Respondents counter affidavit as Exhibit B.S and Applicants affidavit to the originating motion as Exhibit 11, 1<sup>st</sup> Respondent invited the Applicant to come to its office on 5/4/2023.

Paragraph 20 of the 1<sup>st</sup> and 2<sup>nd</sup> Respondents counter-affidavit Gbigbadua Hamed Abul Raheem deposed that *“the Applicants did not honour our invitation and we are not privy to their side of the story”* the Applicant did not honour the invitation but on 4/4/2023 they filed this suit.

There is no doubt that by virtue of the EFCC Act, 1<sup>st</sup> Respondent is statutorily empowered to investigate all cases or allegations of economic and financial crimes. In the course of the investigation, the 1<sup>st</sup> Respondent can invite, arrest and detain a suspect. However, in the exercise of its power of arrest and detention, the 1<sup>st</sup> Respondent must act in accordance with the law and not arbitrarily. In the instant case, it is not in dispute that the 1<sup>st</sup> Respondent merely invited the Applicant to its office.

One of the arguments put forward on behalf of Applicant is that the transaction between the Applicant and 3<sup>rd</sup> Respondents is purely civil and therefore *ultra vires* the powers of 1<sup>st</sup> and 2<sup>nd</sup> Respondent to investigate. Now, it is worthy to note that an allegation of crime may arise from a civil transaction like the instant case where the 3<sup>rd</sup> Respondents made

allegations of crime against the Applicants arising from the transaction for the sale of properties to subscribers. The 1<sup>st</sup> Respondent is entitled to investigate the allegation in order to determine whether, *prima facie*, a criminal offence has been made out against the Applicants.

I have taken liberty to reproduce the sections of the affidavit of the originating motion relevant to the application for fundamental rights; Paragraphs 34, 36, 37, 38, 39 of 1<sup>st</sup> Applicants affidavit:

- Surprisingly, on the 3<sup>rd</sup> April, 2023, the Applicants were served with an invitation letter dated 30<sup>th</sup> March, 2023 by the 1<sup>st</sup> Respondent requesting the presence of the 2<sup>nd</sup> Applicant for interrogation for criminal breach of contract and obtaining money under false pretense.
- It is sad to see the 3<sup>rd</sup> Respondents use the instrumentality of the 1<sup>st</sup> and 2<sup>nd</sup> Respondent to intimidate the applicants and breach their fundamental right over a simple contract between the parties.
- Unless this honourable court intervenes, the Applicants are at risk of being arrested, detained and arraigned on a phantom criminal charge at the instance of the Respondents.
- Allowing the Respondents to proceed with the threat and possible arrest of the Applicants in respect of a matter arising from a purely civil transaction is falling into the danger of the law enforcement agencies being used as an instrument of enforcing contractual agreement.
- It is only this honourable court that can restrain the Respondents from the impending arrest, detention and or phantom prosecution and persecution as damages would not remedy the harm that the actions of the respondents have already and would have caused if the Respondents are allowed to proceed with their unlawful acts.

The Applicant has averred invitation and threat of arrest by the officers of the 1<sup>st</sup> and 2<sup>nd</sup> Respondents. The Applicant has the onus to prove that he will be harassed, intimidated and threatened by the officers of the 1<sup>st</sup> Respondent. It is trite law that he who asserts must prove his assertion. See **Nsefik v. Muna [2007] LPELR-3934 [CA]**.

The Applicant did not give particulars or evidence of any impending or alleged harassment, intimidation and threat of arrest. On 4/4/2023, the Applicant filed this action. One wonders when the officers of 1<sup>st</sup> Respondent harassed, intimidated or threatened the Applicant. I hold that the Applicant did not prove the said allegation to warrant the intervention of the Court.

On the role of the 3<sup>rd</sup> Respondent they averred in paragraphs 29, 31, 32, 33 and 34 as follows:

- That the 3<sup>rd</sup> Respondent made a petition to the 1<sup>st</sup> Respondent to cause a criminal investigation in to the suspected fraudulent diversion of sales, proceeds, breach of trust and obtaining funds by false pretense against the 1<sup>st</sup> Applicant, with a view to prosecuting him if found culpable.
- That the 3<sup>rd</sup> Respondent reasonably believed that the Applicants had by false pretense secured its services to market the housing units.
- The 3<sup>rd</sup> Respondent reasonably believed that upon receipt of the monies from the aforementioned subscribers who had fully paid, rather than deducting a portion of same and paying the 3<sup>rd</sup> Respondent its sales commission, the Applicants criminally diverted same.
- That it was on the above listed grounds that the 3<sup>rd</sup> Respondent complained to the 1<sup>st</sup> Respondent to investigate such complaint in line with the statutory mandate and take necessary action based on its findings.

The above is the basis upon which the Exhibit A.A.S was filed before the 1<sup>st</sup> and 2<sup>nd</sup> Respondents by the 3<sup>rd</sup> Respondents. In the case of **CHIEF (DR.) O. FAJEMIROKUN v. COMMERCIAL BANK NIGERIA LIMITED & ANOR (2009) LPELR-1231(SC) Per JAMES OGENYI OGEBE, JSC (P. 4, paras. C-E)** it is the duty of citizens of this country to report cases of commission of crime to the Police for their investigation and what happens after such report is entirely the responsibility of the Police. The citizens cannot be held culpable for doing their civic duty unless it is shown that it is done mala fide. I hold that the 3<sup>rd</sup> Respondents were clearly within their

rights as citizens of the Federal Republic of Nigeria to report to the EFCC to investigate their suspicions and they cannot be found wanting on that basis.

Counsel to the 3<sup>rd</sup> Respondent urged court to discountenance the cases of ***TUKUR V GOVERNMENT OF TARABA STATE (1997) 6NWLR (PT 510) 549 AT 574-575, FEDERAL MINISTER OF INTERNAL AFFAIRS V SHUGABA (1982) 2NCL 915 AND JACK V UNIVERSITY OF AGRICULTURE MAKURDI (2004) 5NWLR (PT 865) 208*** relied on by the Applicant.

I have taken my time to consider the above cases relied on by the Applicant and the apex court had held that where an application is brought under FREP Rule's a condition precedent to the exercise of the court jurisdiction is that the enforcement of fundamental rights or the securing of the enforcement thereof should be the main claim and not an accessory claim see ***TUKUR V GOVERNMENT OF TARABA STATE SUPRA PP 576-577, PARAS H-F*** and this issue is not before me in this present application it is not on all fours with the facts of this case and the cases so relied upon are hereby discountenanced.

Finally, in relief 2, the Applicant prays the Court to declare that 1<sup>st</sup> Respondent has no power to recover debt for the 3<sup>rd</sup> Respondents as a recovery agent. I hold that there is nothing before the Court to support the grant of this declaratory relief especially as the Applicant has not reported to 1<sup>st</sup> Respondent to respond to the allegations in the petition. In addition, the allegations of criminal breach of contract and diversion of N245,513,200.00 are financial and economic crimes which EFCC can investigate.

The issue was also raised as to whether a company can file for fundamental rights enforcement and the court of appeal held in ***ONYEKWULUYE v BENUE STATE GOVERNMENT (2008) 8 NWLR (Pt. 28) 614***, that a limited liability company is a persona ficta- a juristic personality which conducts its affairs through its agents like the managing director, directors and others and as such, it will not be correct to say that fundamental rights do not apply to artificial persons – ***OMEGBA & ORS V***

***DG NBC (2001) 1 FHCLR 547, ROBINSON INTERNATIONAL INSPECTORATE LIMITED V ISEGHOHI (2000) 1 FHCLR 410.***

The court in the case of ***CDBI V COBEC (NIG) LTD (2004) 13 NWLR (PT. 948) 376*** held that as from the date of incorporation mentioned in the certificate of incorporation, the subscribers of the memorandum together with such other persons as may from time to time become members of the company shall be a body corporate by the name contained in the memorandum capable forthwith of exercising all the powers and functions of an incorporated company including the power to hold land and having perpetual succession and a common seal.

Where a company is registered under the Companies and Allied Matters Act or any other previous Act, it continues to retain its status of a legal entity distinct from its members. Companies upon registration are regarded as persons.

it is now a settled position of our law that the provisions in chapter IV of the Constitution are enforceable not only by natural persons but also artificial persons. It is important that the fundamental rights of companies are preserved because it is essential for the growth of Nigeria. If companies are expected to perform their duties and obligations according to the laws of Nigeria for the interest of others, then at the same time their rights and interest should also be protected. Therefore, if companies can be held liable under CAMA and other laws of Nigeria when they default or contravene same, there should be no restriction of any kind to the enforcement of their fundamental rights and it should be preserved.

From all that I have said, the Applicants suit lacks merit. It is accordingly dismissed.

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**HON. JUSTICE NJIDEKA KENECHUKWU  
NWOSU-IHEME  
[JUDGE]**

**Appearance of Counsel:**

1. Mustapha Abdulkadir holding the brief of A. M. Saleh for the Applicants
2. Grace Ojabo for 3<sup>rd</sup> Respondent