

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT MAITAMA

BEFORE HIS LORDSHIP : HON. JUSTICE Y. HALILU
COURT CLERKS : JANET O. ODAH & ORS
COURT NUMBER : HIGH COURT NO. 14
CASE NUMBER : SUIT NO: CV/2339/2020
DATE: : THURSDAY 8TH FEBRUARY,
2024

BETWEEN:

NASINTAL GLOBAL SERVICES LTD.

**CLAIMANT/
APPLICANT**

AND

1. NEW FRONTIER DEV. LTD.

2. UTAKO MOTOR PART LIMITED

3. HASSAN MUSA USMAN

**DEFENDANTS/
RESPONDENTS**

RULING

This Ruling is at the instance of the Applicant who approached this Honourable Court vide a Motion on Notice dated 15th November, 2021, and filed on 16th November, 2021, praying the Court for the following:-

1. An Order of the Honourable Court granting or entering a summary judgment in favour of the Claimant/Applicant for its consultancy services/facilitation fee of ₦238,000,000.00 (Two Hundred and Thirty-Eight Million Naira) only as agreed and stipulated in the Consultancy Services Document since 2.5% of the total project/development cost of ₦72,000,000,000.00 (Seventy-Two Billion Naira) only is far above ₦250,000,000.00 (Two Hundred and Fifty Million Naira) and having earlier paid a part payment of ₦12,000,000.00 (Twelve Million Naira) only to the Claimant/Applicant and against the Defendants/ Respondents.
2. Or in the Alternative, an Order of the Honourable Court directing the Defendants jointly and/or severally to pay the Claimant its balance of 2.5% of whatever the total development/contract cost or sum is or the balance of ₦238,000,000.00 (Two Hundred and Thirty-Eight Million Naira) only of whatever the development/contract cost or sum is, as agreed and stipulated in the Consultancy Services Document.
3. An Order for the payment of 20% interest in any case on the judgment sum starting from the date of judgment till final liquidation.

4. An Order for the payment of 7.5% VAT on the judgment sum to the Claimant by the Defendants jointly and/or severally for onward remittance to the Government.
5. An Order for cost of litigation.
6. And for such further order(s) as the Honorable Court may deem fit to make in the circumstances of this case

The application is supported by a 37 paragraph affidavit deposed to Alhaji Nasiru Adamu, managing of the Claimant/Applicant in this suit.

It is the deposition of the Claimant/Applicant, that; he is Managing Director of the Claimant/Applicant in this suit and by virtue of his position aforesaid he is conversant with the facts and circumstances of this case.

That he have the consent and authority of the Claimant/Applicant and other Directors/members of the Claimant/Applicant to depose to this Witness Statement on Oath.

That the facts herein deposed to by him are facts/information available to him from his personal knowledge as the Managing Director of the Claimant/Applicant and from the available records of the Claimant/Applicant.

That the Claimant/Applicant has filed this suit to recover a debt/money owed to it by the Defendants/Respondents.

That the Claimant/Applicant is a limited liability company registered in Nigeria and carries on business at Suite 1, Zone 3, Neighbourhood Centre, Wuse, Abuja, within the jurisdiction of the Honourable Court.

That the 1st Defendant/Respondent is a limited liability company registered in Nigeria and carries on business at No. 14, Winnipeg Close, Off Panama Street, Maitama, Abuja, within the jurisdiction of the Honourable Court and the direct entity owing the Claimant/Applicant.

The 2nd Defendant/Respondent is a limited liability company registered in Nigeria and carries on business at No. 14, Winnipeg Close, Off Panama Street, Maitama, Abuja, within the jurisdiction of the Honourable Court and an interested party with whom the 1st Defendant/Respondent is owing the Claimant/Applicant.

The 3rd Defendant/Respondent (Hassan Usman) is the Managing Director/Chief Executive Officer (MD/CEO) of the 1st and 2nd Defendants/Respondents and is one and the same person running and operating the two companies with office address at No. 14, Winnipeg Close, Off Panama Street, Maitama, Abuja, within the jurisdiction of the Honourable Court.

That flowing from the series of negotiations, discussions, correspondences and agreement between the Claimant/Applicant and the 1st Defendant/Respondent represented by the 3rd Defendant/Respondent, the 1st Defendant/Respondent in April 2017, engaged the Claimant/Applicant to facilitate the award of contract in favour of the 1st Defendant/Respondent for the Development/Upgrading of Jabi/Utako Motor Park from the Abuja Municipal Area Council (AMAC) for a fee of 2.5% of the cost of the

Development but subject to a maximum amount of ₦250,000,000.00 (Two Hundred and Fifty Million Naira) only.

That the 1st Defendant/Respondent expectedly followed up the series of negotiations, discussions, correspondences and agreement between the Claimant/Applicant and the 1st Defendant/Respondent with a letter of engagement for the Claimant/Applicant's Consultancy Services for the facilitation job dated June 12th, 2017 to the Claimant/Applicant. The said letter of engagement for the Claimant/Applicant's Consultancy Services for the facilitation job dated June 12th, 2017 given to the Claimant/Applicant by the 1st Defendant/Respondent is hereby attached and marked as Exhibit "NG 1".

That based on the letter of engagement dated June 12th, 2017 given to the Claimant/Applicant, the 1st Defendant/Respondent was obligated to pay the Claimant/Applicant a fee of 2.5% of the cost of the development/contract but subject to a maximum amount of ₦250,000,000.00 (Two Hundred and Fifty Million Naira) only.

That under the facilitation job embodied in the engagement letter, the Claimant/Applicant would be entitled to be paid only ₦250,000,000.00 (Two Hundred and Fifty Million Naira) where the 2.5% of the cost of the development/contract is above ₦250,000,000.00 (Two Hundred and Fifty Million Naira).

That based on the series of negotiations, discussions, correspondences and agreement between the Claimant/Applicant and the 1st Defendant/Respondent through the 3rd Defendant/Respondent (its Managing Director)

confirmed by the letter of engagement for consultancy services, the Claimant/Applicant commenced the facilitation job and successfully secured and facilitated the award of the Contract for the Development/Upgrading of Jabi/Utako Motor Park from the Abuja Municipal Area Council (AMAC) in favour of the 1st Defendant/Respondent at the cost of ₦72,000,000,000.00 (Seventy-Two Billion Naira) only in 2017 which was contained in a letter from Abuja Municipal Area Council (AMAC) to the 1st Defendant/Respondent. The Letter of Engagement as Developer for the Upgrading of Jabi/Utako Motor Park, AMAC issued to the 1st Defendant dated 8th September, 2017 by AMAC is hereby attached and marked as Exhibit "NG 2".

That as part of the steps, processes and procedures of the facilitation exercise, the Claimant/Applicant registered the 1st Defendant/Respondent (company) with Abuja Municipal Area Council (AMAC) on the List of AMAC Technical Partners/Contractors with the sum of ₦100,000.00 (One Hundred Thousand Naira) only and same was receipted and collected by the Claimant/Applicant's Director on behalf of the 1st Defendant/Respondent. The Receipt of payment/registration of the 1st Defendant/Respondent with AMAC as Technical Partner/Contractor is hereby attached and marked as Exhibit "NG 3".

That as part of the steps, processes and procedures of the facilitation exercise, the Claimant/Applicant also paid Tender Fee of ₦30,000.00 (Thirty Thousand Naira) only and same was receipted and collected by me as the Claimant's Managing Director on behalf of the 1st

Defendant/Respondent. The Receipt of payment of Tender Fee for bid in name of the 1st Defendant/Respondent is hereby attached and marked as Exhibit "NG 4".

That the Claimant/Applicant spent several millions of Naira through its Directors and staff on logistics, Public Relations (PR), connections and contacts maintenance, relationship oiling, follow-ups, caucus meetings, facilitation calls and visits of the power that be in Abuja Municipal Area Council (AMAC) and out-of-pocket expenses, and eventually succeeded and the Contract was awarded to the 1st Defendant/Respondent.

That on the 11th September, 2017, the 1st Defendant/Respondent wrote a letter to Abuja Municipal Area Council (AMAC) and accepted the contract award/engagement as a Developer of the Jabi/Utako Motor Park whose photocopy was given to the Claimant/Applicant. The photocopy of the letter of acceptance written by the 1st Defendant/Respondent to AMAC is hereby attached and marked as Exhibit "NG 5".

That in response to the letter of expression of interest to develop the park, the Abuja Municipal Area Council (AMAC) through the Secretary of Utako Motor Park Committee replied to 1st Defendant/Respondent on the 7th June, 2017 and same was received on the 9th June, 2017 informing the 1st Defendant/Respondent of the accrued liabilities on the Jabi/Utako Motor Park in advance. The Photocopy of the Reply of Abuja Municipal Area Council (AMAC) to the letter of Expression of Interest is hereby attached and marked as Exhibit "NG 6".

That the Abuja Municipal Area Council (AMAC) through the Secretary of Utako Motor Park Committee again wrote to 1st Defendant/Respondent on the 18th September, 2017 and attached photocopies of settlement liabilities/judgment and same was accepted/received by the 1st Defendant/Respondent and given to the Claimant/Applicant. The photocopies of the attached settlement liabilities/judgment given to the Claimant/Applicant are hereby attached and marked as Exhibits "NG 7" and "NG 8" respectively.

That in further acceptance and sealing of the deal, the 1st Defendant/Respondent and the Abuja Municipal Area Council (the third party) signed a Pre-Contract Agreement photocopy of which was given to the Claimant/Applicant. The photocopy of the Pre- Agreement/Memorandum is hereby attached and marked as Exhibit "NG 9".

That the Claimant/Applicant successfully facilitated and secured the award of the contract for the upgrading/development of Jabi/Utako Motor Park in favour of the 1st Defendant/Respondent and the 1st Defendant/Respondent also accepted the offer/award in writing.

That the Claimant/Applicant frankly and clearly discharged its own obligation under the Consultancy services engagement/agreement and entitled to be paid its consultancy services/facilitation fee as agreed.

That while the Claimant/Applicant was waiting for the payment of its Consultancy services/facilitation fee to be amicably made, the Claimant/Applicant learnt from available records that the 1st and 3rd Defendants/Respondents smartly incorporated the 2nd Defendant/

Respondent with the Corporate Affairs Commission (CAC) and used the 2nd Defendant/Respondent to execute the Contract.

That the 1st and 3rd Defendants/Respondents incorporated the 2nd Defendant/Respondent and used same to execute the Contract just to veil and shield it from the Claimant's knowledge and evade paying the Claimant/Applicant its legitimate entitlement/fee under the transaction.

That it was the 3rd Defendant/Respondent who at all material times was the Managing Director/Chief Executive Officer (MD/CEO) of the 1st Defendant/Respondent that represented the 1st Defendant/Respondent negotiated, interfaced with them and signed every document in the transaction with the Claimant/Applicant and who also after securing the Contract went and incorporated the 2nd Defendant/Respondent (a new company in 2018), also became the Managing Director/Chief Executive Officer (MD/CEO) of 2nd Defendant/Respondent and used same to execute the Contract just to veil and shield it from the Claimant/Applicant's knowledge and evade paying the Claimant/Applicant its legitimate entitlement/fee under the transaction. The Claimant/Applicant applied for and obtained certified true copy of the Particulars of Directors (FORM CAC-CO7) of the 2nd Defendant/Respondent and same is hereby attached and marked as Exhibit "NG 10".

That the Managing Director/Chief Executive Officer (MD/CEO) of the 1st and 2nd Defendants/Respondents (Hassan Usman) is the 3rd Defendant/Respondent and is one and the same person running and operating the two companies with the same office address at No. 14,

Winnipeg Close, Off Panama Street, Maitama, Abuja, with the same email address at h.usman@newfrontier.com and the same signature. The Claimant/Applicant applied for and obtained a certified true copy of the Registered Office Address of the 2nd Defendant/Respondent and same is hereby attached and marked as Exhibit "NG 11".

That he did inquiry and investigation and discovered that the Defendants/ Respondents have started executing the contract/project, building and selling shops therein and making money.

That in the course of inquiry and investigation, the Claimant/Applicant stumbled on a photocopy of the sale/allocation of shop at the Jabi/Utako Motor Park addressed to one MUSA WALIMS, Abuja dated 1st June, 2020 in the 2nd Defendant/Respondent's letter headed paper. The photocopy of sale/allocation addressed to one MUSA WALIMS, Abuja dated 1st June, 2020 is hereby attached and marked as Exhibit "NG 12".

That he knows as a fact that the Defendants/Respondents have started executing the contract using the same information and making their money.

That he knows as a fact that the Claimant frankly and clearly discharged its own obligation under the Consultancy services engagement/agreement and entitled to be paid its consultancy services/facilitation fee as agreed.

That he knows as a fact that the Claimant/Applicant had also written two formal letters of demand respectively dated 24th June, 2020 and 25th June, 2020 to the 1st and 2nd Defendants and attentioned the 3rd

Defendant/Respondent as the Managing Director/Chief Executive Officer of both Companies, for the payment of the Claimant's consultancy services/facilitation fee within Fourteen (14) days which period has equally elapsed to no avail. The acknowledgement copies of the said formal letters of demand respectively dated 24th June, 2020 and 25th June, 2020 for the payment of the Claimant/Applicant's fee are hereby attached and marked as Exhibits "NG 13" and "NG 14" respectively.

That he knows as a fact that the Defendants/Respondents are big entitles/man and have the capacity to pay the Claimant/Applicant its consultancy services/facilitation fees.

That he knows as a fact that the Claimant/Applicant has approached them in writing and explored all reasonable amicable measures to get the Defendants pay its fee to no avail.

That he knows as a fact that the Defendants/Respondents have no defence to this suit.

That he knows as a fact that if the Honourable Court does not compel the Defendants/Respondents, the Defendants/Respondents would not pay the Claimant its consultancy services/facilitation fee.

That he knows as a fact that the continued refusal by the Defendants/Respondents to pay the Claimant/Applicant its consultancy services/facilitation fee has caused the Claimant so much financial and economic hardship and regrets.

WHEREOF the Claimant claims against the Defendants/Respondents jointly and/or severally as follows:

- a. A Declaration that the Claimant/Applicant is entitled to be paid the maximum facilitation/consultancy services fee of ₦250,000,000.00 (Two Hundred and Fifty Million Naira) only by the Defendants jointly and/or severally since 2.5% of the total project/development cost of ₦72,000,000,000.00 (Seventy-Two Billion Naira) only as agreed in the Consultancy services engagement document is far above ₦250,000,000.00 (Two Hundred and Fifty Million Naira).
- b. A Declaration that the Claimant is entitled to be paid the balance of ₦238,000,000.00 (Two Hundred and Thirty-Eight Million Naira) only by the Defendants jointly and/or severally as agreed and stipulated in the Consultancy Services Document since 2.5% of the total project/development cost of ₦72,000,000,000.00 (Seventy-Two Billion Naira) only as agreed in the Consultancy services engagement document is far above ₦250,000,000.00 (Two Hundred and Fifty Million Naira) and having earlier paid a part payment of ₦12,000,000.00 (Twelve Million Naira) only to the Claimant.
- c. A Declaration that the Defendants' continued neglect, refusal and failure to pay the Claimant its balance of ₦238,000,000.00 (Two Hundred and Thirty-Eight Million Naira) only has caused the Claimant economic hardship, suffering, inconvenience, damage and embarrassments.

- d. An Order of the Honourable Court directing the Defendants jointly and/or severally to pay the Claimant its balance of ₦238,000,000.00 (Two Hundred and Thirty-Eight Million Naira) only as agreed and stipulated in the Consultancy Services Document since 2.5% of the total project/development cost of ₦72,000,000,000.00 (Seventy-Two Billion Naira) only is far above ₦250,000,000.00 (Two Hundred and Fifty Million Naira) and having earlier paid a part payment of ₦12,000,000.00 (Twelve Million Naira) only to the Claimant.
- e. Or in the Alternative, an Order of the Honourable Court directing the Defendants jointly and/or severally to pay the Claimant its balance of 2.5% of whatever the total development/contract cost or sum is or the balance of ₦238,000,000.00 (Two Hundred and Thirty-Eight Million Naira) only of whatever the development/contract cost or sum is, as agreed and stipulated in the Consultancy Services Document.
- f. An Order for the payment of 20% interest in any case on the judgment sum starting from the date of judgment till final liquidation.
- g. An Order for the payment of 7.5% VAT on the judgment sum to the Claimant by the Defendants jointly and/or severally for onward remittance to the Government.
- h. AN ORDER for cost of litigation.

In compliance with law and procedure, written address was filed wherein sole issue was formulated for determination to-wit;

"Whether the Honourable Court has power to grant the application made."

Learned counsel submits, that this application is seeking for the intervention of this Court without which the Plaintiff/Applicant would not be paid its Consultancy services/facilitation fee for the job done.

In summary, Order 11 Rule 1 of the FCT High Court (Civil Procedure) Rules 2018, provides as follows:

"1. Where a claimant believes that there is no defence to his claim, he shall file with his originating process the statement of claim, the exhibits, the depositions of his witnesses and an application for summary judgment which application shall be supported by an affidavit stating the grounds for his belief and a written brief in support of the application."

In the same vein, Order 11 Rule 5(2) of the Rules of this Court provides that ***"Where it appears to the court that the defendant has no good defence the court may enter judgment for the claimant."***

It is the submission of learned counsel, that relying on paragraphs 1-38 of the supporting affidavit, the Claimant/Applicant has stated that it is a facilitator of contracts and was engaged by the Defendants/Respondents to only facilitate the award of contract for the development/upgrading of Jabi/Utako Motor Park from AMAC (a third party) and it had the contacts, connection, carriage, energy and resources to do so and eventually and successfully got it done and therefore entitled to be paid its consultancy

services/facilitation fee as agreed in the engagement letter written to it by the Defendants/Respondents.

Learned counsel further submits, that at paragraphs 30 and 31 of the supporting affidavit, the Claimant/Applicant also stated that it served the Defendants/Respondents letters of Demand for Payment of its Consultancy services/facilitation fee and the 14 days-notice given to the Defendants/Respondents within which to pay had expired without the Defendants/Respondents paying it.

Learned counsel also submits, that based on the amount of debt involved, this Honourable Court is a Court of competent jurisdiction to hear and entertain same.

In paragraph 5 of the supporting affidavit and Exhibit "NG 1", contains the consultancy services engagement terms and agreement as was accepted and acted upon by both parties and same is binding on Claimant/Applicant and the Defendants/Respondents, Counsel urge the Court to hold so.

Learned counsel submits, that the Claimant/Applicant has satisfied and performed its own obligation under the Consultancy services engagement terms and should be entitled to its consultancy services/facilitation fee and this Honourable Court has jurisdiction to grant same and counsel urge the court most respectfully to so hold and grant same.

Learned counsel submits, that Order 11 Rule 5(2) of the Rules of this Court provides that ***"Where it appears to the court that the defendant has no good defence the court may enter Judgment for the claimant."***

Learned counsel concludes by urging the Court hold to that Claimant/Applicant is entitled to the claim of its consultancy services/facilitation fee and it will be in the interest of justice and in conformity with the law to grant the Claimant/Applicant's application for summary judgment, and counsel urge the Court most respectfully to so hold and grant same.

On their part, Defendants filed 9 paragraph counter affidavit deposed to by Victor Anorundu, Practice Secretary in the law firm of Solicitors to the Defendants. It is the deposition of the Defendants/Respondents, that sometime in 2017, the Claimant approached the 1st Defendant with an offer to serve as consultant and adviser for the engagement of the 1st Defendant by the Abuja Municipal Area Council (AMAC) as the Developer for the upgrading of Jabi/Utako Park and the development of the Motor Park by the 1st Defendant, and that the Claimant requested to be engaged as a consultant/adviser for the project from the beginning to the end of the construction of the Motor Park on several terms discussed with and agreed with the 1st Defendant but never executed.

That the 1st Defendant and the Claimant agreed that the engagement would be subject to terms to be inserted in a Consultancy Agreement to be signed by the parties, for which reason two drafts of the Agreement were prepared for the parties, and that neither of the two draft consultancy Agreements containing the terms which were ever signed by the parties. Attached, herewith, as EXHIBIT "A" is one of them.

That it was on the basis of the terms in the agreement that the 1st Defendant wrote to the Claimant that **"it is willing to engage your**

services as consultant and adviser. The detailed terms will be reflected in the Consultancy Agreement'. A copy of the 1st Defendant's letter to the Plaintiff stipulating the foregoing about the terms and dated 12th June, 2017 is attached to the Writ of Summons.

That the letter never stated that the 1st Defendant had engaged the Claimant as its Consultant on those terms, but that the 1st Defendant is willing to engage the Claimant as its Consultant and adviser on those terms and that they would be contained in a Consultancy Agreement, and that the 1st Defendant could only have engaged the Claimant on those terms, including payment of 2.5%, if the Consultancy Agreement had been signed by the parties and the Abuja Municipal Area Council (AMAC) had signed a substantive contract with her on the project.

That the Claimant subsequently collected a combined sum of NGN 70,000,000.00 (Seventy Million Naira) from the 1st Defendant to enable it give effect to its representations.

That the funds were loaned to the Claimant by the 1st Defendant in the following manner, among others:

1. NGN 9,000,000.00 (Nine Million Naira) via a transfer from PROVIDUS BANK LIMITED
2. NGN 5,000,000.00 (Five Million Naira) via a transfer from FCMB Limited
3. \$22,000.00 (Twenty Two Thousand Dollars) cash

That attached, herewith, as Exhibits "B" and "C" are evidence of the transfer of the funds from PROVIDUS BANK AND FCMB to the Claimant for the 1st Defendant. That the FCMB transfer was made directly from the account of ABUJA LEASING COMPANY LIMITED, which had earlier given the 1st Defendant a loan of NGN 5.0 Million.

That among the numerous terms contained in the Consultancy Agreement was that AMAC would sign a SUBSTANTIVE Contract with the 1st Defendant as the DEVELOPER OF JABI MOTOR PARK, and that, instead, the AMAC issued the 1st Defendant with a TEMPORARY LETTER OF ENGAGEMENT AS DEVELOPER OF JABI MOTOR PARK that stated that the 1st Defendant would have to pay the sum of One Billion, Three Hundred and One Million Naira (NGN 1,301.000.000.00 Billion) to E.E. Ekeson and some other 3rd parties. The letter containing the breakdown of the payment of One Billion, Three Hundred and One Million Naira (1,301,000,000.00) only is attached to the Writ of Summons.

That the letter from AMAC stated that the 1 Defendant had to make the payment within two months, else the temporary engagement would lapse, and that the letter from AMAC never stated that the value of the contract/project is the sum of NGN 72,000,000,000.00 (Seventy-Two Billion Naira) or any other sum, as alleged by the Claimant.

That before the receipt of the letter from Abuja Municipal Area Council (AMAC), the Claimant never notified the 1st Defendant that there were 3rd party payments to be made by the 1st Defendant to anyone, much less in

the sum of One Billion, Three Hundred and One Million Naira (1,301,000,000.00) to E.E. Ekeson and other 3rd parties.

That purporting to require the funds to actualize the award of the contract to the 1st Defendant, the Claimant collected some money from the 1st Defendant for the project, including the sum of USD 22,000.00 (Twenty Two Thousand Dollars), which is part of the total sum of NGN 70,000,000.00 (Seventy Million Naira) that he collected from the 1st Defendant for the project, and that the 1st Defendant was taken aback by the introduction of payments to 3rd parties after it had advanced part of the NGN 70,000,000.00 (Seventy Million Naira) to the Claimant.

That the 1st Defendant subsequently conducted an independent due diligence/investigation on the transaction, which revealed a can of worms, viz:

- i. That the AMAC did not have the power or authority to grant any TEMPORARY or PERMANENT letter of engagement to the 1st Defendant or anyone else in respect of the Transaction as at that date.
- ii. That the AMAC had long before that date entered into an agreement with said E.E. Ekeson & Sons Nigeria Limited (hereinafter referred to as E.E. Ekeson) to undertake the same project.

- iii. That the AMAC had attempted to revoke the engagement of the company but the said E.E Ekeson filed a lawsuit against it at the FCT High Court.
- iv. That the FCT High Court had delivered a judgment affirming the right of the said E.E Ekeson Nigeria Limited to develop and manage the project.
- v. That the judgment was delivered as far back as 2015 by the High Court.
- vi. That the judgment stated that only E.E Ekeson or its privies, to the exclusion of any other company that can handle the project.

That after the 1st Defendant became aware of the judgment, it notified the Claimant and the AMAC, who thereafter owned up that truly the said E.E Ekeson, had obtained a judgment against Abuja Municipal Area Council (AMAC) over the project and that Abuja Municipal Area Council (AMAC) did not have the power to engage another party to handle the project. A copy of Certificate of the judgment is attached to the Writ of Summons.

That following the above murky state of affairs, the 1st Defendant decided to withdraw from the project and not sign any permanent contract with the Abuja Municipal Area Council (AMAC) or any Consultancy Agreement with the Claimant, and that the Claimant subsequently informed the 1st Defendant that the Abuja Municipal Area Council (AMAC) had reached an agreement with the said E.E Ekeson that it be paid the sum of NGN

600,000,000.00 (Six Hundred Million Naira) to enable it relinquish its rights to the project and to enable the Abuja Municipal Area Council (AMAC) have the power to re-allocate the project to any other party of its choice.

That on the basis of the foregoing, the 1st Defendant and the Abuja Municipal Area Council (AMAC) signed a Pre- Contract Agreement, which was not contemplated by the Claimant and the 1st Respondent. A copy of the Pre-Contract is attached to the Writ of Summons.

That the Pre-Contract agreement was a TEMPORARY agreement and a precursor to the execution of a PERMANENT/Substantive agreement envisaged by the Claimant and the 1st Defendant, and that this was made clear in Page 2 of the Pre-contract agreement which stated that there would be a more substantive Development Agreement.

That the Pre-Contract contained conditions precedents which had to be fulfilled by the Abuja Municipal Area Council (AMAC) before a substantive contract could be signed with the 1st Defendant, and that the Pre-Contract also stated that the conditions Precedent must be fulfilled by Abuja Municipal Area Council (AMAC) before the 30th day of November, 2017 which it never did.

That some of the conditions precedents which the Abuja Municipal Area Council (AMAC) failed to fulfil are as follows:

- i. Providing the 1st Defendant with a copy of the ministerial approval for the development; and

- ii. Letter from the Abuja Geographic Information System (AGIS) confirming that the Right of Occupancy is allocated to Abuja Municipal Area Council (AMAC)

That the Pre-contract was also in-part predicated on the expectations that the 1st Defendant would pay the said NGN 600,000,000.00 (Six Hundred Million Naira) to the said E.E Ekeson.

That the pre-contract stipulated that the 1st Defendant would effect the payment within 2 months failing which the pre-contract will come to an end.

That after the Pre-Contract Agreement was signed, the 1st Defendant began to take steps to pay the NGN 600,000,000.00 (Six Hundred Million Naira) and to conduct further due diligence on the Transaction before it made the payment.

That in the course of the due diligence, the 1st Defendant discovered that the said E.E Ekeson had entered into an agreement with another company to assign its interest in the project to the company, and that the said E.E. Ekeson also informed the 1st Defendant that it had in fact received a part-payment from the company and also rebuffed offers from several other companies.

That the 1st Defendant also discovered that the Claimant was aware of this state of affairs, yet was putting pressure on the 1st Defendant to pay the NGN 600,000,000.00 (Six Hundred Million Naira).

That the said E.E Ekeson informed that 1st Defendant that it is a Honourable entity and would not collect any money from the 1st Defendant, having collected an advance from another company, and that the 1st Defendant duly informed the Claimant and the Abuja Municipal Area Council (AMAC) about this fresh discovery and stated that it would not pay the NGN 600, 000,000.00 (Six Hundred Million Naira) to the said E.E Ekeson.

That the 1st Defendant also informed the Claimant that it would no longer sign the Consultancy Agreement with her and would do the needful about the funds it advanced to the Claimant in furtherance of the transaction for failure of consideration.

That after the 1st Defendant informed the Abuja Municipal Area Council (AMAC) and the Claimant of the said development, the Abuja Municipal Area Council (AMAC) served the 1st Defendant with a LETTER OF TERMINATION OF TEMPORARY ENGAGEMENT AS DEVELOPER FOR UPGRADING OF JABI MOTOR PARK. A copy of the said letter dated 15th November, 2017 is herewith attached as EXHIBIT "D".

That the 1st Defendant duly notified the Claimant of the letter and availed her with a copy of the letter, and that no Substantive Contract was signed by the parties before the termination, and that the Claimant deliberately concealed the fact that the Pre-Contract Agreement and the TEMPORARY allocation were terminated by the Abuja Municipal Area Council (AMAC) in its Statement of Claim and Witness Statement On Oath before this Honourable Court.

That as at the time the letter of termination was received by the 1st Defendant, the Consultancy Agreement with the Claimant containing the terms of its engagement referred to in the letter of 12th July, 2017, including the Term that it would be paid a maximum of NGN 250,000,000.00 (Two Hundred and Fifty Million Naira) as consultant had not been signed by the parties and has never been signed by the parties.

That as at that date, the Abuja Municipal Area Council (AMAC) has not fulfilled its own obligations in the conditions precedents spelt out in the Pre-Contract, and that the Claimant did not facilitate any contract for the 1st Defendant nor did it fulfill the terms of the un-signed agreement it had with the 1st Defendant.

That Abuja Municipal Area Council (AMAC) never awarded any contract to the 1st Defendant and the Judgment of the FCT High Court clearly stated that it had no power to award a contract on the project to anyone else but E.E Ekeson.

That the letter of engagement from Abuja Municipal Area Council (AMAC) (herewith attached as EXHIBIT D) clearly stated that it is TEMPORARY LETTER OF ENGAGEMENT AS DEVELOPER, and that the letter also stated that the engagement is *"subject to the payment of liabilities to M/S Ekeson Bros Nig. Ltd and others within two months after which the temporary engagement will be deemed to have lapsed."*

That the 1st Defendant never paid the NGN 600,000,000.00 (Six Hundred Million Naira) within two months or any other time, after it discovered the fraud and misrepresentation of facts by the Claimant. That the agreement

that was signed by the Abuja Municipal Area Council (AMAC) and the 1st Defendant clearly stated that it is a 'PRE-CONTRACT agreement or a TEMPORARY agreement, and that it is also stated that a more substantive contract or PERMANENT contract would be signed later.

That the lifetime of the Pre-contract was two months and after the two months, the Abuja Municipal Area Council (AMAC) issued the 1st Defendant with a letter of termination of same and the TEMPORARY ENGAGEMENT because it never paid the NGN 600,000,000.00 (Six Hundred Million Naira) to E.E. Ekeson for reasons stated above. The said letter is attached as Exhibit "E"

That the 1st Defendant and the 3rd Defendant did not incorporate the 2nd Defendant to cheat the Claimant or anyone else, and that the 1st Defendant did not use the 2nd Defendant to execute any contract facilitate by the Claimant, and that the 1st Defendant did not use the 2nd Defendant to shield and veil anything from the Claimant.

That the Claimant is not entitled to any fee from the 1st Defendant for the TEMPORARY engagement and Pre-Contract that was terminated by Abuja Municipal Area Council (AMAC).

That the 1st Defendant was preparing to file a civil suit against the Claimant for the NGN 70,000,000.00 (Seventy Million Naira) and lodging a criminal complaint against her with the Economic and Financial Crimes Commission (EFCC) before it was served with this Writ of summons, and that the Claimant did not discharge its obligations under any consultancy agreement.

That the claim is predicated on a pre-contract and LETTER OF TEMPORARY ENGAGEMENT and PRE-CONTRACT that has been terminated by Abuja Municipal Area Council (AMAC).

That no contract was awarded to 1st Defendant by Abuja Municipal Area Council (AMAC) and none was signed, and that the Abuja Municipal Area Council (AMAC) letter of 7th June, 2017 attached to the Writ of Summons was never received by the 1st Defendant and the stamp on it does not belong to the 1st Defendant.

That the stamp of the 1st Defendant is the one that appears in the Abuja Municipal Area Council (AMAC) letter of 11th September, 2017 attached to the Writ of Summons, and that by the 7th June, 2017 date on the alleged letter, the 1st Defendant had not written the letter of 12th June, 2017 heavily relied upon by the Claimant in this suit.

That the whole of the transaction as packaged by the Claimant was a fraud on the 1st Defendant.

PARTICULARS OF FRAUD.

- i. The Claimant knew that Abuja Municipal Area Council (AMAC) had no power to re-allocate the project but did not tell the 1st Defendant ab-initio.
- ii. The Claimant knew that there was a court judgment affirming the right of E.E. Ekeson as the rightful developer of the project as far back as 2015 but did not tell the 1st Defendant

- iii. The Claimant knew that the Court judgment stated that Abuja Municipal Area Council (AMAC) cannot appoint anyone else as developer of project, other than E.E. Ekeson, but did not tell the 1st Respondent.
- iv. The Claimant knew that another company had made an advance payment to E.E Ekeson for its rights over the project but did not tell the 1st Defendant.
- v. The Claimant collected various sums of money, totaling NGN 70,000,000.00 (Seventy Million Naira) from the 1st Defendant in furtherance of the project, yet he knew that due to facts in this particulars of fraud that Abuja Municipal Area Council (AMAC) could not lawfully enter into a contract with the 1 Defendant to develop the Utako Motor Park.

That the 1st Defendant is not indebted to the Claimant in any sum whatsoever, and that it is the Claimant who is indebted to the 1st Defendant to the tune of NGN 70,000,000.00 (Seventy Million Naira) which he collected but did not deliver on a project which was ab-initio encumbered by virtue of the FCT High Court judgment.

That it is only if the Claimant successfully met all the milestones/terms agreed with the 1st Defendant that it would be entitled to payment of a maximum of NGN 250,000,000.00 (Two Hundred and Fifty Million Naira).

That the Claimant did not fulfil all the terms/milestones and is not entitled to a maximum of NGN 250,000,000.00 (Two Hundred and Fifty Million

Naira) or any sum whatsoever, and that it was never the agreement that the Claimant is entitled to NGN 250,000,000.00 (Two Hundred and Fifty Million Naira) for merely introducing the project to the 1st Defendant.

That the Claimant has not been able to establish the alleged development cost in its Statement of Claim, and that the Claimant cannot approbate the portion of the 1st Defendant's letter of June 17th, 2017 that talked about NGN 250,000,000.00 (Two Hundred and Fifty Million Naira) and 2.5% but reprobate the portion that talks of terms and that an agreement would be signed to reflect the terms.

That this suit is not a proper suit to be heard under the Summary Judgment procedure because the Defendants have solid defences in law and in fact, and that the reliefs sought by the Claimant in the suit is a gold-digging venture as the AMAC's letter to the 1st Defendant clearly terminated the Pre-Contract with her.

That he was further informed Mrs. Nana Habu of the Legal Department of the 2nd Defendant at the aforesaid meeting, time and venue of the following which I verily believe to be true & correct, viz:

That the 2nd Defendant is a Limited Liability Company and has a corporate personality distinct from those of its directors and its shareholders, and that the 2nd Defendant cannot be liable for the acts of its directors in other companies where they are directors or shareholders.

That the 2nd Defendant does not have any business dealings in respect of the Utako Market project with the Claimant whatsoever, and that the 2nd

Defendant does not know the Claimant and the 3rd Defendant did not relate with the Claimant on behalf of the 2nd Defendant. That there is no privity of contract between the 2nd Defendant and the Claimant, and that the 2nd Defendant was not established by the 1st and 2nd Defendants to be used as a veil to deceive the Claimant or anyone else.

That sometime in January, 2018, E.E Ekeson Bros Nigeria Limited, the rightful owner of the right to develop Utako Motor Park assigned its rights to M.N Ataj Construction Limited (hereinafter referred to as M.N Ataj), and that this was a consequence of the payment of the consideration to the said E.E Ekeson by the 2nd Defendant. Attached herewith as Exhibit "F" is copy of the Deed of Assignment executed between the two companies.

That the Claimant does not have the locus standi to sue on the Deed of Assignment, as there is no privity of contract between it and the 2nd Defendant, and that Subsequent to its execution of the Deed of Assignment with E.E Ekeson, the said M.N Ataj Construction decided to set up and register a Special Purpose Vehicle (SPV) called Utako Motor Park Limited to execute the project of developing the Utako Motor Park.

That neither the 1st Defendant nor the 3rd Defendant used the 2nd Defendant as a veil to hide any transaction from the Claimant, and that neither the 1st nor the 3rd Defendant nor Abuja Municipal Area Council (AMAC) is a party to the assignment agreement between M.N Ataj and E.E Ekeson.

That the project was not awarded to the M.N Ataj by Abuja Municipal Area Council (AMAC) but assigned to it by E.E Ekeson on the basis of a Court

judgment which affirmed that AMAC cannot appoint anyone else but E.E Ekeson to develop the Motor Park, and that M.N Ataj had been negotiating with E.E Ekeson long before the Claimant purportedly introduced the 1st Defendant to Abuja Municipal Area Council (AMAC) in respect of the same transaction, and that some of the directors of the said M.N Ataj Construction are also directors of the 2nd Defendant, and that the 2nd Defendant has other directors and shareholders, apart from the 3rd Defendant.

That the by granting the reliefs sought by the Claimant, the other directors and shareholders would be made liable for what they do not know about, and that the 3rd Defendant did not introduce the 2nd Defendant to E.E EKESON.

That the 3rd Defendant did not write the letter of 12th July, 2017 to the Claimant in his capacity as a director of the 2nd Defendant, but in his capacity as a director of the 1st Defendant, and that the Claimant did not introduce the 2nd Defendant to E.E EKESON or Abuja Municipal Area Council (AMAC).

That the Claimant did not facilitate the Utako Motor parks project to the 2nd Defendant, and that the 3rd Defendant is not a director in the said M.N Ataj and the 1st Defendant is not a shareholder in M.N Ataj.

That the 3rd Defendant and other persons were invited by the said M.N Ataj to become investors and directors in the said Special Purpose Vehicle, long after M.N Ataj had concluded its transaction with E.E Ekeson, and that the 3rd Defendant was not involved in the assignment of the interest of the said

E.E Ekeson neither to M.N Ataj nor in the discussions between both companies that led to the execution of the Deed of Assignment.

That the 3rd Defendant disclosed to the other directors and shareholders, prior to being made a director that the effort of the 1st Defendant to obtain a substantive contract from the Abuja Municipal Area Council (AMAC) to develop the Utako Motor Park came to naught because of misrepresentation of facts/a termination letter from Abuja Municipal Area Council (AMAC).

That by the time the 3rd Defendant became a director in the 2nd Defendant, the two months lifetime of the Pre-Contract the 1st Defendant entered into with the Abuja Municipal Area Council (AMAC) had expired and the Abuja Municipal Area Council (AMAC) had long issued the 1st Defendant with a letter terminating the Pre-Contract.

That the 3rd Defendant is not the one running the 2nd Defendant. He is merely a Non-executive Director and not involved in its day-to-day administration. That the 2nd Defendant has a Managing Director who runs its affairs from its Office at Anthony Enahoro Street, Utako, Abuja, not Winnipeg Close, Maitama, and that the Claimant is not entitled to any payment whatsoever in respect of the Utako Motor Park from the 2nd Defendant.

That the Claimant did not facilitate the assignment of the right and interest of the said E.E Ekeson to M.N Ataj, and that the project cost is not the sum of NGN 72,000,000.00 (Seventy-Two Billion Naira) alleged by the Claimant.

That the project cost has not even been ascertained by the 2nd Defendant as the site is inaccessible, and that the site is still occupied by all manner of persons at the moment as can be discovered by this Honourable Court upon a visit to the site.

That the allocation letter attached to the Writ of Summons is only a specimen copy of the allocation letters that the 2nd Defendant prepared to be issued to persons when the sale of the shops commences, and that the 2nd Defendant has a defence in law and in fact to the claims of the Claimant and is not indebted to the Claimant in any sum, and that it would be in the supreme interest of justice to dismiss the suit as against the 2nd Defendant as the Claimant has no cause of action against her.

That he was further informed by the 3rd Defendant at the aforesaid meeting, venue and time of the following which I verily believe to be true & correct, viz:

That he is merely the Managing Director/Chief Executive of the 1st Defendant.

That this is made clear in the letter of 12th June, 2017 attached to the Motion on Notice, which was written with the letter head of the 1st Defendant and which contains the list of the 1st Defendant's directors, and that all his actions for the 1st Defendant vis-à-vis the Claimant/the transaction that led to this suit were in that capacity and not in his personal capacity, and that he is not the managing Director of the 2nd Defendant but merely a director.

That he became a director of the 2nd Defendant in 2018, long after Abuja Municipal Area Council (AMAC) had in 2017 written a letter of Termination of the TEMPORARY engagement it gave the 1st Defendant and ended its Pre-Contract Agreement with the 1st Defendant.

That the Claimant deliberately refused to annex to their Writ of Summons or Motion on Notice the said letter of termination to mislead this Honourable Court, and that as the time he became a director in the 2nd Defendant in 2018, the Claimant had failed to deliver on its representation to the 1st Defendant that Abuja Municipal Area Council (AMAC) would award the contract to develop the Utako Motor park to the 1st Defendant.

That the Claimant could not have facilitated any contract for the 1st Defendant from Abuja Municipal Area Council (AMAC) because the FCT High court long affirmed in a judgment that Abuja Municipal Area Council (AMAC) did not have such power, which fact the Claimant concealed from the 1st Defendant. The Certificate of Judgment is attached to the Writ of Summons.

That the Court judgment stated that it is E.E EKESON or its privies that had the right and power to develop the Utako Motor Park and not the Abuja Municipal Area Council (AMAC), and that the said EE EKESON subsequently transferred its interest and right to M.N ATAJ NIGERIA LIMITED for valuable consideration, and that in search of investors, the said M.N ATAJ NIGERIA LIMITED invited the 3rd Defendant to become an investor and director in the 2nd Defendant.

That the 3rd Defendant and the Directors of the said M.N ATAJ NIGERIA LIMITED are the directors of the 2nd Defendant as shown in the Corporate Affairs Commission (CAC) documents attached to the Motion on Notice, and that the Claimant did not introduce either him or the 1st Defendant to M.N ATAJ, and that he was at all times an agent of a disclosed principal, the 1st Defendant.

That the 1st and 3rd Defendants never smartly incorporated the 2nd Defendant and used same to execute the project facilitated by the Claimant, and that the Claimant did not facilitate any project for the 1st Defendant or the 3rd Defendant as Abuja Municipal Area Council (AMAC) terminated the Pre-Contract it had with the 1st Defendant.

That there was no term in the Consultancy Agreement that prohibited the 3rd Defendant or any other director of the 1st Defendant from investing in or becoming a director in another company involved in the Utako Motor park project after Abuja Municipal Area Council (AMAC) terminated the temporary offer it gave to the 1st Defendant, and that the consultancy Agreement was ultimately never signed by the Claimant and the 1st Defendant because of fraudulent misrepresentation by the Claimant, and that there is no privity of contract between the 3rd Defendant and the Claimant.

That the 3rd Defendant is not indebted to the Claimant in any sum whatsoever, and that the Claimant has no cause of action whatsoever against the 3rd Defendant, and that at no time did the Defendants enter

into an agreement to pay 20% interest to the Claimant or to pay VAT on any judgment debt.

That it would be in the Supreme interest of justice dismiss this motion with substantial cost, and that the suit and the motion are both predicated on concealment and misrepresentation of facts to this Honourable Court by the Claimant, and that the Defendants filed 4 paragraphs further counter affidavit to the application for summary Judgment. Deposed to by Victor Anorondu (Practice Secretary in the Law Firm of Solicitors to the Defendant).

Defendants stated, that in the said counter-affidavit, he deposed that the transaction which forms the subject of this law suit is between the M.N. ATAJ CONSTRUCTION LIMITED and E.E. EKESON BROS NIGERIA LTD, and that he duly attached a copy of the agreement between both parties to the said counter-affidavit in proof of the deposition as Exhibit "F".

That in the said counter-affidavit he also deposed that neither the 1st Defendant nor the 3rd Defendant is a Director or Shareholder in the said M.N ATAJ CONSTRUCTION LIMITED, and that he omitted to attach the list of Directors and shareholders of the said M.N. ATAJ CONSTRUCTION LIMITED and hereby attach same as Exhibits "G" and "H".

That the Directors and Shareholders of the said M.N. ATAJ CONSTRUCTION LIMITED are not Directors or Shareholder of the 1st Defendant nor is the 3rd Defendant a shareholder or Director in M.N. ATAJ CONSTRUCTION LIMITED.

COURT:-

I have carefully considered the affidavit in support of Motion No. M/8094/2021 and the further and better affidavit which was filed upon receipt of the counter affidavit of the Defendant/ Respondent, on the one hand, and the respective legal argument for and against, the reliefs sought by the Claimant/Applicant for summary judgment to be entered in their favour.

The Summary Judgment Procedure under Order 11 Rules 1 and 5 (2) of the High Court Civil Procedure Rules of the FCT High Court, 2018 is very clear on those class of claim that judgment under Order 11 could be considered.

The said Order 11 of aforesaid Rules has this to say.

ORDER 11

Rules 1

“Where a Claimant believes that there is no defence to his claim, he shall file with his Originating Process the Statement of Claim, the exhibits, the depositions of his witnesses and an application for summary judgment which application shall be supported by an affidavit stating the grounds for his belief and a written brief in support of the application.”

Rules 5(2)

"Where it appears to the Court that the Defendant has no good" defence the Court may enter judgment for a Claimant."

With the reproduction of the provision of the law, I now shall proceed to consider what Summary Judgment is and the case laws where Summary Judgment Procedure was considered.

Summary Judgment Procedure was well encapsulated by the Supreme Court in the case of ***LEWIS VS. UBA (2016) LPELR – 40661 SC, where the court held as follows;***

"Summary Judgment Procedure is for disposing of case which are virtually uncontested with dispatch. It applies to cases where there can be no reasonable doubt that the Plaintiff is entitled to Judgment and where it is inexpedient to allow a Defendant to defend for mere purposes of delay."

It is also true that before a suit can be considered under Summary Judgment, it must be for an ascertained sum of money.. where a claim is unliquidated or unascertained or unaggregated, the Summary Judgment Procedure is then not suitable. See ***ADEOYE VS. FOLORUNSHO (2020) LPELR 49610 (CA).***

Similarly, on the other hand, where fraud is raised, the Summary Judgment

Procedure cannot be suitable in view of the fact that fraud has to be proved by trial.

See ***ADEOYE (Supra)...***

With above legal template, I now navigate to the issues as contained in the statement of claim of the Claimant/Applicant and the defence of the Defendants which Claimant insists Defendants have no defence to their claim of consultancy services/facilitation fee of N238M as agreed and stipulated in the consultancy services document since 2.5% of the total project/ development cost of N72Billion.

The case of the Claimant/Applicant is as stated in the earlier part of this ruling.

I do not think it will be of any gainful purpose re-producing everything, hook, line and sinkah again. Suffices to mention that all relevant aspects of the affidavits in question would be considered.

It is not in doubt that Claimant/Applicant had a business relationship with the Defendants wherein they were engaged by the Defendants to facilitate the award of contract in favour of the 1st Defendant/Respondent for the Development/Upgrading of Jabi/Utako motor park from Abuja Municipal Area Council (AMAC) for a fee of 2.5% of the cost of the Development but subject to a minimum amount of N250 Million, and that a letter to that effect appointing them was given to them as stated in the preceding part of this ruling. It is the argument of Claimant/Applicant that they indeed facilitated the said transaction with Abuja Municipal Area Council (AMAC) and the contract was duly given, but that the N250 Million representing consultancy fee has not been paid, hence the suit for the claim and the instant application for summary judgment. On the part of the Defendants/Respondents, they denied the claim of the Claimant/Applicant

and proceeded to raise the issue of fraud and gave the particular of fraud as follows;

- a. That Claimant knew that Abuja Municipal Area Council (AMAC) had no power to re-allocate the project but has not told the 1st Defendant.
- b. That Claimant knew there was a court judgment affirming the right of E E Ekeson as the rightful developer of the project as far back on 2015 but did not tell the 1st Defendant.
- c. That the Claimant knew that the court judgment stated that Abuja Municipal Area Council (AMAC) cannot appoint anyone else as developer of the project, other than E E Ekeson but did not notify them;
- d. That Claimant/Applicant knew that another company part E.E Ekeson for its right over the project but did not tell them, and that,
- e. Claimant/Applicant collected money to the tune of N70,000,000.00 (Seventy Million Naira) from the 1st Defendant in furtherance of the project when he knew that Abuja Municipal Area Council (AMAC) could not lawfully enter into any contract with the 1st Defendant to develop the Utako Market.

Defendants denied the fact that Claimant is being owed any such money and that there was a court judgment in favour of E.E Ekeson who in-turn entered into another contract with one M.N Ataj Nigeria Ltd. and who invited the 3rd Defendant to invest as a Director.

It is the averment of the Defendant that 1st Defendant never signed the consultancy agreement because of fraudulent misrepresentation by the Claimant.

Indeed, allegation of crime must be proved beyond reasonable doubt in view of the constitutional presumption of innocence pursuant to section 36(5) of the 1999 Constitution (as amended).

Faced with allegation of crime, I shall refrain from determining the claim of the Claimant under summary judgment.

Application therefore, for summary judgment is refused and dismissed.

***Justice Y. Halilu
Hon. Judge
8th February, 2024***

APPEARANCES

S.C. Uchendu, Esq. – for the Claimant.

Ifeanyichukwu Ugwu-Anichi, Esq. – for the Defendants.