

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

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT ZUBA, ABUJA

ON FRIDAY THE 28TH DAY OF OCTOBER, 2022

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

SUIT NO.: FCT/HC/CV/2233/2021

BETWEEN:

CHIEF MIKE ISREAL NWADIOGBU ----- APPLICANT

AND

1. THE ECONOMIC & FINANCIAL CRIMES COMMISSION	} -----	RESPONDENTS
2. JIMMY AHMED		
3. OLA WHITEHEART		
4. NEHEMIAH CHIJOKE NNAMANI		

JUDGMENT

On the 7th September, 2021 the Applicant – Chief Mike Isreal Nwadiogbu the Chinyereugo 1 of Ogbunike instituted this action against the Economic and Financial Crimes Commission, Jimmy Ahmed, Ola Whiteheart and Nehemiah Chijioke Nnamani claiming that the 1st – 3rd Respondents infringed on his Fundamental Right to Personal Liberty, Freedom of Movement, Dignity of his Human Person and Fair-hearing because of his illegal arrest and detention by the 1st – 3rd Respondents at the instance of the 4th Respondent. Based on that he claims the following Reliefs:

- (1) An Order declaring the arrest and detention of the Applicant from the 1st to the 3rd of September, 2021 with respect to sale transaction of Plot 357, Cadastral Zone B14, Dutse District with the 4th Respondent as illegal and contrary to the Applicant's Right to personal liberty, dignity of human person and fair hearing as enshrined in Sections 34, 35 and 36 of the Constitution of the Federal Republic of Nigeria 1999 (as amended) and Article 4, 5, 6 and 7 of the African Charter on Human and Peoples Rights (Ratification and Enforcement) Act CAP A9 LFN 2004, same being a civil contract between the Applicant and 4th Respondent, which is a dispute referable to the civil Court in accordance with the Constitution.**
- (2) An Order of Perpetual Injunction restraining the Respondents from criminalizing the transaction between the Applicant and the 4th Respondent as a result of any issue arising from or emanating from the sale of Plot 357, Cadastral Zone B14, Dutse District, FCT Abuja, and/or further threat to arrest or the arresting of the Applicant in respect to the civil transaction between the Applicant and the 4th Respondent which is a matter to be referred to a civil Court only.**
- (3) A Declaration that the dispute relating to the Sale Agreement of Plot 357, Cadastral Zone**

B14, Dutse District, FCT Abuja between the Applicant and the 4th Respondent is a civil and not a criminal matter.

- (4) Ten Million Naira (₦10, 000,000.00) as general damages against the 3rd and 4th Respondents for inciting the 1st & 2nd Respondents to arrest and intimidate the Applicant on a purely civil transaction between the Applicant and the 4th Respondent.**

He supported same with Affidavit of 38 paragraphs and attached 6 documents. He filed a Written Address in which he raised 2 Issues for determination which are:

- (1) Whether he is entitled to the protection of his fundamental Right in the circumstance of this case?**
- (2) Whether he is entitled to damages?**

On Issue No. 1, he submitted going by the provision of the FREP and the 1999 Constitution that he is entitled to the protection of his Right under CAP 4 of the 1999 Constitution of the Federal Republic of Nigeria (as amended) where such Right is or had been about to be infringed. He referred to the case of:

Atakpa V. Ebeter

(2015) 3 NWLR (PT. 1447) at 549 @ 569 Para D

Order II Rule 1 FREP 2001

Ibrahim V. Garki

(2017) 9 NWLR (PT. 1571) 377 @ 392 Para G – H

That he had a commercial contractual relationship with the 4th Respondent over the purchase of Plot of land, Plot 357, Cadastral Zone B14, Dutse District, FCT Abuja for the sum of Fifty Million Naira (₦50, 000,000.00). That he paid on two (2) instalments. Meanwhile, the Applicant initially sold the Plot to the 4th Respondent who he described as his friend. But that the 4th Respondent had some financial need and decided to sell the land. The 4th Respondent contacted him to buy or to look for buyer. That he purchased the land from the 4th Respondent for Fifty Million Naira (₦50, 000,000.00). That he paid and the 4th Respondent handed over the documents of title to him. That the documents were still in his name since the 4th Respondent had not done change of ownership or registered it in his name as required.

But that shortly after he has paid/repurchased the land as agreed, the 4th Respondent demanded for Ten Million Naira (₦10, 000,000.00) extra which was not in what they agreed on.

That he pointed out to the 4th Respondent that they had agreed on Fifty Million Naira (₦50, 000,000.00) as the purchase price. Then the 4th Respondent contacted the 1st Respondent whose staff – 2nd & 3rd Respondents threatened to deal with him if he fails to pay the 4th Respondent. That they arrested and detained him, tortured, harassed and humiliated him, threatening him to pay the Ten Million Naira (₦10, 000,000.00) and return the document of title to the 4th Respondent. They detained him between 1st – 3rd September, 2021. That

bail was granted after they had cowered him into writing an undertaking to release the title document as condition for his bail. That he released the document to save his life. That the 1st – 3rd Respondents are not debt recovery agency or property recovery agency. That by their action they have overstepped their boundary. Again, that by virtue of **S. 4 Police Act** the duty of Police is to prevent and detect crime. That they have no right to enforce performance of terms of valid contract between him and the 4th Respondent. He referred and relied on the case of:

Iheanacho V. NPF

(2017) 9 NWLR (PT. 1371) 424 @ 435

That 1st – 3rd Respondents abused their statutory powers and infringed on his right by the arrest and detention hence, violating his Fundamental Right by getting involved in a civil contractual matter. He referred to the case of:

EFCC V. Diamond Bank

(2018) 8 NWLR (PT. 1620) 61 @ 70 – 80

Kure V. COP

(2020) 9 NWLR (PT. 1729) 213 @ 424

On Issue No. 2, he submitted that the Respondents violated and continued to threaten to violate his Fundamental Right under **SS 33, 34, 35 & 36**, threatening to further arrest and detain him and demanding that he makes the payment and/or produce the original document of title of the said land. That the action of the 1st – 3rd Respondents at the instigation of the 4th Respondent is illegal and unlawful. That he is

therefore entitled to compensation by way of payment of Damages for the said breach. He relied on **S. 35 (6) of the 1999 Constitution of the Federal Republic of Nigeria** (as amended). He also referred to the case of:

Kure V. COP Supra

That by the facts in the Affidavit he has shown and established that the Respondents violated his Fundamental Right and that he had suffered loss psychologically and materially based on the said illegal and unlawful arrest and detention. He referred and relied on the following cases:

**Igbokwe V. COP Edo State
(2017) LPELR – 42072 (CA)**

**Okonkwo V. Ogbuogu
(1996) 5 NWLR (PT 499) 420**

**Ozide & Or V. Ewuzie & Ors
(2015) LPELR – 24482 (CA)**

He urged the Court to grant his Reliefs as sought.

A.S. Tomwell represented the 1st Respondent on the 21st day of March, 2022. He sought time to find out if the 2nd & 3rd Respondents are their staff. He claimed that 2nd Respondent is not their staff and that he wanted time to find out if the 3rd Respondent is their staff too. Court obliged him that in the interest of fair-hearing. Court adjourned the matter to 30th May, 2022. By the next adjourned date the 1st – 3rd Respondents' Counsel served the Applicant's Counsel their Counter Affidavit and the Applicant responded by filing Further Affidavit. Court

adjourned to 16th June, 2022 in order to ensure that all parties are served. Meanwhile, the 1st – 3rd Respondents' Counsel never came to Court. The Applicant also filed a Further Affidavit to the 4th Respondent's Counter Affidavit.

Upon receipt of the application, the 4th Respondent filed a Counter Affidavit of 22 paragraphs. He attached 10 documents marked **EXH A – J & J(1)**.

In the Written Address he raised 2 Issues for determination which are:

- (1) Whether the Applicant has established his case of violating his Right to personal liberty, dignity of his human person and fair-hearing against the Respondents?**

- (2) Whether in the circumstance of the case, the evidence led by the Applicant meets the required standard to sustain the claim for general, special and exemplary damages?**

On Issue No. 1, he submitted that the Applicant has not established infringement of those rights by the Respondents. That he has not presented facts to support his claims of infringement of his Right. That he failed to prove how his right was infringed by the 4th Respondent or any of the other Respondents. That what he only did was the petition he wrote to 1st – 3rd Respondents. That the petition did not violate the Applicant's Right. That he is right to report to Police anyone suspected to have

committed or alleged to have committed an offence. He referred to the case of:

Gbajor V. Ogunburuegi
(1961) 1 NWLR 853

FCMB V. Ette
(2008) 22 WRN 63 @ 70 – 71

That the petition based on allegation of fraud made against the Applicant is not a violation of the Applicant's Right to his personal liberty. That the invitation of the Applicant and interrogation at the office of the 1st Respondent was carried out as part of procedures of the 1st Respondent investigating crimes reported and not a violation of the Applicant's Right. That he was never arrested and detained at the instance of the 4th Respondent. He relied on the case of:

UBN V. Ozigi
(1994) 3 NWLR (PT. 333) 385

Ateze V. Momoh
(1958) NRNLR 127

That in the arrest and detention of the Applicant from 1st – 3rd September, 2021 the 1st – 3rd Respondent acted within their legitimate powers to investigate and detect crime. That EFCC cannot be sued based on provision of **SS 6 & 7 EFCC Act 2004**. He cited the following cases:

Okanu V. Imo COP

Gbajor V. Ogunburuegi Supra

That the Applicant has not established how the 4th Respondent infringed his Right. That the action of the 4th Respondent falls within the provision of **S. 35 1 (c) of the 1999 Constitution of the Federal Republic of Nigeria** (as amended).

That justice should be served better if the 1st – 3rd Respondents are allowed to carry out the investigation of the allegation the 4th Respondent made against the Applicant. Hence not granting the Reliefs sought by the Applicant.

That the action of the 1st – 4th Respondents is justified and in line with the powers and right under the Constitution.

He urged the Court to hold that the Applicant failed to establish that his right has been violated. He urged the Court to dismiss the application.

On Issue No. 2, he submitted that the Applicant has not laid down any evidence to sustain his claim and as such he is not entitled to any damages by the 4th Respondent since he did not establish his case. That no wrong was committed against the Applicant. He relied on the case of:

Ajigbotosho V. Reynolds Const. Co. Ltd
(2008) 39 WRN 73 @ 82 – 83

That the Applicant is not entitled to any pecuniary sum. That he has not satisfied the required standard to earn any special, general or exemplary damages. He referred to the case of:

Akinkugbe V. Ewulum H. Nig. Limited

(2008) 42 WRN 1 @ 14 – 15

That he did not prove special damages and he never pleaded any. He referred to the case of:

**New Nigeria Bank PLC V. Vincent & Sons
(2008) 47 WRN 55 @ 68**

That the Applicant failed to substantiate any specific claim. He is no also entitled to exemplary damages too. Hence, he is not entitled to his claims. He urged the Court to dismiss the Suit.

Upon receipt of the 1st – 3rd Respondents' Counter Affidavit, the Applicant's Counsel filed a Further Affidavit of 29 paragraphs an a Reply. The gravened of the Further Affidavit is that the 2nd Respondent – Jimmy Ahmed is a staff of the 1st Respondent but that his name was misspelt going by the **EFCC 3** attached by the 1st – 3rd Respondents as he and the 3rd Respondent detained him. That the 3rd Respondent had prior to his arrest threatened him via phone **08035221188** that he should settle with the 4th Respondent. That the 2nd Respondent specifically demanded the return of the document to the 4th Respondent after the Applicant has repurchased the Res. That the 2nd & 3rd Respondents further forced him to involuntarily make a statement promising to give the 1st – 3rd Respondents the Certificate of Occupancy. That he promised to also avail them the Bank Loan documents. That the same 2nd Respondent kept calling him on phone via – **08176798650** after his release on bail. That he sold the land to 4th Respondent that was why the Thirty Five Million (₦35, 000,000.00) was paid into his account. That

he never was an agent to the 4th Respondent. That the 4th Respondent needed money/finance to renovate a hotel facility he acquired then. That the 4th Respondent returned the original document to the Applicant after the Applicant had completed payment for the plot – Fifty Million Naira (N50, 000,000.00) as agreed. It was paid through the company account of the Applicant.

That his arrest on the 1st of September, 2021 was at his hotel and not in the office of the 4th Respondent by plain-cloth men of the 1st Respondent. That upon arrest his phone was seized by men of the 1st Respondent and they denied him access to persons who came to visit him in the custody. Those who came as Sureties were denied access. That he was harassed and intimidated by the 1st – 3rd Respondents and threatened to further arrest him.

That the matter in issue is a civil and not criminal. That the 1st – 3rd Respondents violated and grossly infringed on his Rights by their action.

In the Reply in which he raised an Issue for determination which is:

“Whether he had made out a case for the enforcement of his Fundamental Right?”

He submitted as follows:

That he had made out a case for the enforcement of his Fundamental Right. He referred to:

Order II Rule 1 FREP

**Nnaike V. Enugu State
(2017) LPELR – 43443**

Again, that the Court can grant the Reliefs sought based on the material evidence he placed before the Court. He referred to the case of:

**Emeka V. Okoroafor & Ors
(2017) LPELR – 41738 (SC)**

That he had deposed to facts in the Affidavit showing the arrest and subsequent threat to arrest and harassment by the 1st – 3rd Respondents. That the 1st – 3rd Respondents did not write him as required by the Constitution and as can be seen in the EFCC 1 & 2 attached to the Counter Affidavit of the 1st – 3rd Respondent. That the Police declined to take further action on the issue in the dispute is contractual and not criminal, but the 1st – 3rd Respondents took up the petition, arrested the Applicant and violated his Rights.

That the provision of S. 6 & 7 EFCC Act do not empower the 1st – 3rd Respondents to act as Property and Debt Recovery Agency. He relied on the cases of:

**Iheanacho V. NPF
(2017) 12 NWLR (PT. 1580) 428 @ 435**

**EFCC V. Chidalue
(2019) 2 NWLR (PT. 1675) 442 @ 463**

**Nwankwo V. State
(1985) NCCL 228**

That the 1st – 3rd Respondents have no right and power under the law establishing them to interfere. That the Applicant's Right to movement was restrained and violated. So also he was inhumanly treated. That since

the Applicant has proved that his Right has been violated, that he is entitled to the Reliefs sought as the evidence of 1st – 3rd Respondents – **EXH EFCC 3 & 4** supported the Applicant's case that he was arrested and detained by the 1st – 3rd Respondents. He referred to the cases of:

**Mainstreet Estate & Ors V. Olarewaju & Ors
(2019) LPELR – 51027 (CA)**

**Duraku V. Nwoke
(2015) 15 NWLR (PT. 1483) 417 @ 471**

That 1st – 3rd Respondents never countered the Applicant's evidence. That they breached his Right as alleged. That the burden of proof is struck on the 1st – 3rd Respondents. He urged the Court to so hold and grant his Reliefs as sought having established his case.

The Applicant also filed a Further Affidavit of 23 paragraphs challenging the Counter of the 4th Respondent. He also filed a Reply on Points of Law too.

The graven of the Further Affidavit is that the 4th Respondent is not the beneficial owner of the Plot 357. That **EXH A** attached by the 4th Respondent is a copy of acknowledgment which the Applicant signed when the 4th Respondent offered to resell the land to the Applicant which prompted the payment of Fifty Million Naira (₦50, 000,000.00) by the Applicant to the 4th Respondent. That he had earlier sold the Res to the 4th Respondent for Thirty Five Million Naira (₦35, 000,000.00). That the 4th Respondent filed an action (Civil) which is still pending on this issue – **EXH A**. That he is in possession of the

title documents with the knowledge of the 4th Respondent. That even from the Counter Affidavit, the 1st – 3rd Respondents knows that the relationship between him and the 4th Respondent is contractual and civil. So the 1st – 3rd Respondents ought not to investigate the case as it was contractual in the first place. That the 4th Respondent wants to seam him the Applicant. That he was coerced into making the undertaking. That he did so in order to save his life which was been threatened.

In the Reply he relied on the 2 Issues raised by the 4th Respondent which are:

1. Whether he has established violation of his Right to personal liberty, dignity of his human person and fair-hearing against the 4th Respondent.

2. Whether by his evidence he met the standard to sustain a claim for general, special and exemplary damages.

On Issue No. 1, he submitted that by **Order II Rule 1 FREP** he had established his claims as he had deposed to sufficient facts to that effect and the facts are unchallenged by the 4th Respondents who knows about the violation of his Right as their relationship is contractual, is liable to pay damages to the Applicant. He relied on the case of:

Okafor & Anor V. AIG Police Zone II Onikan & Ors
(2019) LPELR – 46505 (CA)

That paragraph 3 (a) – 3 (i) of the Counter Affidavit supported the Applicant’s deposition as it relates to the contractual nature of the relationship between the Applicant and the 4th Respondent which the Court has warned the 1st – 3rd Respondents from delving into as the 1st – 3rd Respondents are not empowered to delve into the issue. See **S. 6 & 7 EFCC Act.**

Iheanacho V. NPF Supra

Atakpa V. Ebetor

(2015) 3 NWLR (PT. 1447) 549 @ 569 paragraph D

That both **EXH A & C, E & G** as well as **paragraphs 4 – 7 and 8 – 17** of the Applicant’s Affidavit and **paragraphs 3 (a) – 3 (h)** of the Counter Affidavit, all supported the Applicant’s case. That **paragraphs 5 – 20** of the 4th Respondent’s Counter Affidavit shows that the 4th Respondent wrote the petition and that his sole aim is to use the 1st – 3rd Respondents as Property Recovery Agency. That the 4th Respondent is also liable to pay damages to him. He referred to the case of:

Ononyu V. IGP & Ors

(2014) LPELR – 24332 (CA)

S. 35 (5) & 6 of the 1999 Constitution of the Federal Republic of Nigeria (as amended).

He urged the Court to hold that he is entitled to the damages. He referred to the decision in the case of:

Okafor & Anor V. AIG Police Zone II Onikan & Ors

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There is no provision in the law establishing all government Security Agency – EFCC, Police, NIA, DSS and the like that authorize them to act as Debt Recovery Agencies or Property Recovery Agencies. Once any of such Agencies does that, the Court will raise its hammer and slam that. Such Agency has over-stepped its boundary lines and as such have violated the person's Right under the law. Even the Constitution does not give a Security Agency right to delve into any dispute that is contractual between any individuals or citizen. But often time some Security Agency do not obey that same instruction of minding their business when it comes to the issue which is purely civil and contractual in nature.

The Constitution had spelt out in CAP 4 all the rights of citizen which are fundamental and which must not be tampered with without due procedure permitted by law. Such Rights are sacred and any tampering without due procedure permitted by law is a violation of that person's Right. But where a matter in dispute is contractual and civil, no Security Agency has any right to interfere at all. In that case, there is no procedure that permits the Agency to act or exercise their power howsoever in that case. The Courts have frowned at that practice by these Agencies. It is unfortunate that often times it is the unscrupulous starters of these Agencies that meddle into issues of contractual in nature between the citizens and when the trouble starts such starters tries to disappear and claim not to be part of the trouble they have created. Thereby leaving the Security Agency to battle the problem the starter has created. Well, since the Organization is held responsible for the action of their staff, the Court

will invariably hold the Agency liable for the action. It is therefore incumbent on the Security Agencies to call their staff in order and draw into their psyche the fact that they have no right and power under the law and Constitution to violate or interfere with citizen's Right in matters of contractual nature.

In this case, going by both the averments in the Affidavit and Further Affidavit in support of the application and the Counter Affidavit of the 4th Respondent, it is very clearly evidently speaking that the issue between the Applicant and the 4th Respondent is purely contractual – bothering on the issue of sale and resell of a property. By the tone of the petition, it is very well established that the sole aim of the 4th Respondent is to use and instigate the 1st – 3rd Respondents especially through the 2nd & 3rd Respondents to help him recover documents of title to the property in issue which is in custody of the Applicant.

The Police, sensing that they have no right to meddle in the contractual issue jiggled out and declined to meddle. But the over-zealous 2nd & 3rd Respondents jumped into the issue hence, violating the extant Right of the Applicant as alleged. Arresting and detaining the Applicant based on the issue of the land violated his Rights as claimed. Again, cowering him to write the undertaking as he did shows and confirmed that the essence of the whole action of the 1st – 3rd Respondents is to help the 4th Respondent recover the title document which he could not get from the Applicant. If actually as the 1st – 3rd Respondents claimed that their action is based on criminal breach of trust, why did they not

charge the Applicant to Court? Why did they insisted and harassed the Applicant into writing the undertaking and even asking him to give them the Bank loan papers? The simple reason is that the Respondents wanted to recover the documents for the 4th Respondent and nothing more. So claiming they acted outside the purview of their power both under the law and the Constitution and violated the extant right of the Applicant. So this Court holds.

The Applicant need not be bruised physically before he will seek redress as he did. Mere attempt to violate a person's right suffices for such person to seek redress in Court. See **Order II Rule 1 FREP 2009**.

Going by the letter of 20th April, 2021 from Agare Noah & Co. Solicitors of the 4th Respondent which letter was copied to the Inspector General of Police, 1st Respondent, PCC, DSS and Presidency, it is clearly stated that the main and only demand of the 4th Respondent was for the recovery of the documents of title. Again, by the content of the said letter of 20th April, 2021 it is clear that the issue in dispute (if one may call it that) is on the sale of the said Plot 357. By the content of the said letter, there is nothing criminal about it to warrant the Applicant to be invited by the 1st -3rd Respondents. Besides, there is no denial that the 4th Respondent, as he claimed, wanted the land in issue to be sold and sale was made and money paid to him. It was not a case of the Applicant not paying the money for the land that was resold. The response of the Applicant in his letter of 21st April, 2021 further showed that there was a pure contractual relationship with no element of criminality in it.

In the sale letter at page 2 the Applicant pointed out the threat from the 3rd Respondent threatening to wreck the Applicant if he did not settle with the 4th Respondent. The 1st – 3rd Respondents did not deny those facts and the calls too. The Applicant also copied the 1st Respondent and Inspector General of Police.

That letter is very explanatory that it clearly shows that the issue in dispute is contractual yet the 1st – 3rd Respondents went ahead and subsequently arrested and detained the Applicant on issue which is clearly contractual. By such arrest, they violated the Right of the Applicant.

The letter of 20th May, 2021 to the Police is clear enough too. It shows that the Applicant is law abiding and never resorted or intended to resort to self-help. So also the letter of the Applicant of 28th May, 2021 to EFCC received on the 3rd of June, 2021 also clearly indicated that the issue in dispute between the 4th Respondent and the Applicant is purely contractual. The Applicant equally raised and reported the threat by Ola Whiteheart yet the 1st – 3rd Respondents went ahead to arrest and detain him on issue that is very contractual in nature. The Applicant even urged the 1st Respondent to investigate the report it made against the 2nd – 4th Respondents. There is no response from the 1st – 3rd Respondents to the said letter.

It is most unfortunate that after about four (4) months from the date of the receipt of the letter by the Applicant that the men of the 1st Respondent arrested and detained the Applicant on the same issue which is very civil and

contractual in nature even after the Applicant had complained of the threat and harassment of the officers and men of the 1st Respondent. The action of the Respondents is pure violation of the extant Right of the Applicant. So this Court holds.

The 1st – 3rd Respondents at the instigation of the 4th Respondent have not put before this Court any material reason to justify their action. Even the letter/petition of the 4th Respondent to them shows that the 4th Respondent wanted them to act as Property Recovery Agency. The 1st – 3rd Respondents have no right under the law to do so. Hence they violated the Applicant's Right.

It has been held in plethora of cases and it is provided under the Constitution too that once a person has established that his Right was, had been or is being violated, that he is entitled to damages in form of compensation. In this case, the Applicant is entitled to his Reliefs as the Court can determine and consider. See **S. 35 (6) & 46 of the 1999 Constitution of the Federal Republic of Nigeria** (as amended).

In this case, the Applicant has from the material facts in his Affidavit, Further Affidavit and Reply established that his Right was violated by the 1st – 3rd Respondents at the instigation of the 4th Respondent in that the 1st – 3rd Respondents meddled unlawfully and illegally into the contractual relationship between the Applicant and the 4th Respondent knowing fully well that they have no right under the Constitution and the laws establishing the 1st Respondent to do so.

The Applicant having established the violation of the said Right is therefore entitled to the Reliefs sought and to payment of Damages in form of compensation too.

This Court therefore holds that there is merit in his application. The Court hereby grants same to wit:

- (1) Prayer No. 1 granted as prayed.
- (2) Prayer No. 2 granted as prayed.
- (3) Prayer No. 3 granted as prayed.
- (4) The 4th Respondent is to pay to the Applicant the sum of One Hundred Thousand Naira (N100, 000.00) as Damages for instigating the 1st – 3rd Respondents from violating the extant Rights of the Applicant as established.
- (5) The 1st – 4th Respondents to release the documents of title and desist from violating the Applicant's Right.

This is the Judgment of this Court.

Delivered today the ___ day of _____ 2022 by me.

K.N. OGBONNAYA
HON. JUDGE