

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY,  
IN THE ABUJA JUDICIAL DIVISION,  
HOLDEN AT COURT NO. 11 BWARI, ABUJA.  
BEFORE HIS LORDSHIP: HON. JUSTICE O. A. MUSA.**

**SUIT NO: CV/594/2015**

**BETWEEN:**

1. FARM TO MARKET SYNERGIES LIMITED
2. LANDSLIDE DEVELOPERS LIMITED --- PLAINTIFFS

**AND**

1. HON. MINISTER FEDERAL CAPITAL TERRITORY
2. FEDERAL CAPITAL DEVELOPMENT AUTHORITY
3. AGRICULTE NIGERIA LIMITED --- DEFENDANTS

**JUDGMENT**

**DELIVERED ON THE 22<sup>ND</sup> JUNE, 2021**

The Claimant in this case vide a writ of summons filed on the 29<sup>th</sup> December, 2015, claim against the 1<sup>st</sup> and 2<sup>nd</sup> defendants as follows:

- a. A DECLARATION that the 1<sup>st</sup> Claimant is the 3onafide allottee of that parcel of land located and being Plot 11, Cadastral Zone D02, Karsana South District, Abuja of approximately 21.16 Ha demarcated by beacons Nos: PB217, PB218, PB219, PB220, PB290, PB291, PB273. PB274. PB275, PB276, PB277, PB278, PB279, PB280 and back to the starting point.
- b. A DECLARATION that the 2nd Claimant having acquired equitable interest over Plot 11, Cadastral Zone D02, Karsana South District, Abuja is entitled to having its interest registered on same.

- c. A DECLARATION that any planned revocation or actual revocation of Plot 11, Cadastral Zone D02, Karsana South District, Abuja is null and void.
- d. An order of this Honourable Court compelling the 1st and 2nd Defendants to immediately remove the caveat placed on Plot 11, Cadastral Zone D02, Karsana South District, Abuja.
- e. An order of this Honourable Court directing the 1<sup>st</sup> and 2<sup>nd</sup> Defendants to register the interest of the 2<sup>nd</sup> Claimant on Plot 11, Cadastral Zone D02, Karsana South District, Abuja having acquired interest on same without any prior notice of encumbrances.
- f. A DECLARATION that the purported title of the 3rd Defendant is null and void
- g. AN ORDER of this Honourable Court nullifying the 3<sup>rd</sup> Defendant LETTER OF INTENT dated 5/8/2015
- h. AN ORDER of perpetual injunction restraining the Defendants, their agents, privies, assigns and whosoever claims or acts through or for them from further harassing and/or intimidating the Plaintiffs or disturbing the quiet and peaceful possession of the Plaintiffs over Plot 11, Cadastral Zone D02, Karsana South District, Abuja.

The defendants were served with the plaintiffs writ of summons, statement of claim and witness statement on Oath together with the front loaded documents to be relied on by claimant in prove. The 1<sup>st</sup> and 2<sup>nd</sup> defendants did not file any process and the plaintiffs proceeded to prove its case. It was while the matter was adjourned for adoption of plaintiff written address that the defendants sought the leave of the court to be allowed into the case which leave was granted and the 1<sup>st</sup>

and 2<sup>nd</sup> defendants filed their statement of defence and front loaded document to be relied on.

In the interim a third defendant was joined with the leave of the court however the 3<sup>rd</sup> defendant did not file any process in the matter. The claimant filed a reply to the 1<sup>st</sup> and 2<sup>nd</sup> defendants defence. At the trial the claimant called one witness, tendered seven (7) exhibits and closed their case. The 1<sup>st</sup> and 2<sup>nd</sup> defendants called one witness who was cross examine. The witness tendered three (3) exhibits and close their case.

As said earlier, the 3<sup>rd</sup> defendant did not tender any exhibit. The defendants with the leave of court filed an address and the claimant also filed a written addresses. It must be noted that the PW1 that is the sole witness for the claimant was never cross examined by the defendant.

I have carefully read the various processes filed by parties and the exhibits tendered by witnesses with the respective parties. I have also watch the witnesses gave evidence in this matter, this matter is a claim touching on the ownership of land. The claim of the plaintiff is that the 1<sup>st</sup> and 2<sup>nd</sup> defendants allocated to the 1<sup>st</sup> plaintiff a piece of land measuring 21.16 hectares situate at plot 11 Cadastral Zone D02 Karsana South District Abuja for mixed purposed.

When the 2<sup>nd</sup> plaintiff in 2013, indicated an interest to acquire the land in 2013 it carried out a search at the 1<sup>st</sup> and 2<sup>nd</sup> defendants office which search showed that the property was not encumbered. On December 16<sup>th</sup> 2013 a power of Attorney was drawn up between the 1<sup>st</sup> plaintiff and the 2<sup>nd</sup> plaintiff wherein the 1<sup>st</sup> plaintiff donated its power relating to the land on the 2<sup>nd</sup> plaintiff. But when the 2<sup>nd</sup> plaintiff made to register the power of Attorney with the 1<sup>st</sup> and defendants it discovered that the

1<sup>st</sup> and 2<sup>nd</sup> defendants have placed a caveat emptor on the land and refused to register the power of Attorney.

The plaintiffs avers that the 1<sup>st</sup> and 2<sup>nd</sup> defendants have not served it any notice revoking their right over the land. The 1<sup>st</sup> and 2<sup>nd</sup> defendants on their part in their statement of defence, they averred that the plaintiffs did not apply for any allocation of land in the F.C.T and that the land in dispute was not allocated to them by the 1<sup>st</sup> and 2<sup>nd</sup> defendants. They further averred that the right of Occupancy dated 22<sup>nd</sup> October, 2002 is forged and did not emanate from them. They contend that the plaintiffs have no title, interest or legal right to the land in dispute as it was allocated by them as part of plot 12, Cadastral Zone D02 Karsana District to one lifewind properties and investment limited.

The plaintiffs have averred that they are the owner of the land in dispute. In prove of this, the plaintiffs tendered exhibits P1 to P5. To prove title to land a claimant must satisfy one or more of the settled five ways of prove of title namely:

1. By traditional evidence
2. By production of document of title
3. By acts of ownership over sufficient length of time numerous and positive enough to warrant the inference that the person is the true owner of the land.
4. Long possession
5. By proof of possession of connected or adjacent land in circumstances rendering it probable that the owner of such connected or adjacent land would be the true owner of the land.

See the case of ALHAJI NURUDEEN GANIYU & ORS VS. MOBOLAJI OTEGBOLA & ORS (2020) LPELR – 49752 (C.A). In the present case, the

plaintiffs relied on the allocation covered by the statutory Right of Occupancy dated 22<sup>nd</sup> October, 2002. This satisfies one of the way of proof of title to land. However the 1<sup>st</sup> and 2<sup>nd</sup> defendants had allege in their pleading that the said Right of Occupancy now exhibit D2 was forged. The law is settle that he who assert must prove. In ASIKA Vs. ATUANYA (2008) ALLFWLR (Pt. 433) 1293 at 1319, the court held as follows:

“by the provision of section 14, evidence Act, a party who alleges the existence of customary law must prove that customary law because the law of evidence regards it as a fact, unless it can be noticed Judicially see the cases of Angu Vs. Attah (1874 – 1928) 43; Buraimoh Vs. Bamgboye (1940) 15 NLR 19; Adegun Vs. Fagbola (1932) 11 NLR 110; Giwa Vs. Erinmilokun (1961) 1 All NLR 294; Ekapan Vs. Uyo (1986) 3 NWLR (pt.26) 63.

The plaintiffs have asserted the allocation of the land to them by the 1<sup>st</sup> and defendants. In prove of this they have tendered exhibit D2. The defendants did not impeach the character of the of the PW1 nor did they contradict nor controvert the evidence of the said witness Pw1. The law is settle that where a piece of evidence is uncontroverted and not radically impeach by cross examination, the court will accept same as evidence in prove of the facts in issue see the case of A.C.B Plc Vs. N.T.S (Nig) ltd (2007) 1 NWLR (Pt 1016) 5961 605.

The defendants merely asserted that the document exhibit D2 is a forgery but under cross examination the witness DW1 accepted that the document tendered were certified copy from their office. In essence, the witness admitted the existence of facts in their office file showing that the 1<sup>st</sup> plaintiff is recognize as owner of the land in issue. A certified copy

of a document from an office presupposes that the original copy of the document emanated and/or is in the possession of the certifying officer in that office.

Having admitted this fact it will be contradictory to turn around and denied the existence of the self same document. A party as in this case is not allowed to aprobate and reprobate at the same time as the law will not allowed a witness to blow hot and cold. It will amount to double speak and talking from both side of the mouth. I hold that the allegation of forgery of exhibit 'D2' is an afore thought.

Again that 1<sup>st</sup> and 2<sup>nd</sup> defendants had allege that the land in dispute form part a greater piece of land they have allocated to one lifewind property and investment limited. In prove of this, the defendants tendered a memo dated 27<sup>th</sup> November, 2019.

The said memo is tendered as exhibit 'D1'. I have carefully peruse exhibit 'D1' it is dated 27<sup>th</sup> November, 2019. This suit was filed in 2015 it predate exhibit 'D1'. I hold that it was made for the purpose of this case while the case is pending to defeat the claims of the plaintiffs. This is not permissible in law the land use Act Section 28 therefore clearly spelt out how a right of occupancy over land is to be revoke and the conditions which must exist for such revocation to take place or be valid. Similarly where there is such revocation the authority revoking must serve a notice of the revocation on the person personally. See Section 28(6) in the Ononuju Vs. A. G Anambra State (2009) 10 NWLR (Pt 1148) 182 at 221 the supreme court held that "Revocation of a right of Occupancy can only be valid if notice of same has been issued and served on the owner or Occupier of the property concerned." Where no

such notice is issued and personally serve on the owner or occupier such revocation is in invalid in law.

In the instant case no such revocation has taken place. All the 1<sup>st</sup> and 2<sup>nd</sup> defendants have done is to place a caveat emptor in the file of the plaintiffs relating to the land. The defendants has never made any allusion to the facts that they intend to or have revoked the right of occupancy issued to the plaintiffs. All they have done is to allege that they intend to allow the land to be given to one lifewind property and investment limited without revoking first the right of the plaintiffs over the land. In the light of this I hold that the plaintiffs has prove its case and I will enter Judgment in their favour.

Judgment is hereby entered as follows:

1. I hereby declare that the 1<sup>st</sup> plaintiff is the bonafide allottee of that piece of land located at plot 11, Cadastral Zone D02 Karsana South District Abuja measuring 21.16 Hectares.
2. The 2<sup>nd</sup> plaintiff is entitle to have is interest on the land registered by the defendants having acquired an equitable interest on the said land.
3. The 1<sup>st</sup> and 2<sup>nd</sup> defendants are hereby ordered to immediately remove the caveat emptor placed on the land and/or file relating to plot No. 11 Cadastral Zone D02 Karsana South District Abuja and to register the interest of the 2<sup>nd</sup> plaintiff thereon.
4. I declare that the purported title granted by the 1<sup>st</sup> and 2<sup>nd</sup> defendants or purported to have been granted by them to the 3<sup>rd</sup> defendant over the land in issue is null and void.
5. The defendants, their agents, privies, assigns and/or whosoever claims or acts for or through them are hereby restrain perpetually

from harassing, intimidating and/or disturbing the quiet and peaceful possession enjoyed by the plaintiffs over plot No. 11 Cadastral Zone D02 Karsana South District Abuja.

I shall award cost to the tune of N500,000.00 against the defendants jointly and severally.

This is the Judgment of the court.

**APPEARANCE**

Adamson Adebora Esq. }  
Tesleem Dauda Esq. } for the plaintiffs.

Osita Nwaji Esq. with Ben Amehson Esq.  
for the 1<sup>st</sup> and 2<sup>nd</sup> defendants.

Sign  
Hon. Judge  
22/06/2021