

**IN THE HIGH COURT OF JUSTICE OF THE F. C. T.**  
**IN THE ABUJA JUDICIAL DIVISION**  
**HOLDING AT APO, ABUJA**  
**ON TUESDAY, THE 17<sup>TH</sup> DAY OF JANUARY, 2024**  
**BEFORE HIS LORDSHIP: HON. JUSTICE ABUBAKAR HUSSAINI MUSA**  
**JUDGE**

**SUIT NO: FCT/HC/CV/985/2022**

**BETWEEN:**

**MONDAY IDOKO**

**CLAIMANT**

**AND:**

**1. AYODELE DAVID ADESUA**

**2. DISTINCT SHELTER LIMITED**

**3. ADMINISTRATORS OF THE ESTATE**

**OF HON. ISA SHABA (DECEASED)**

**4. PERSONS UNKNOWN**

**DEFENDANTS**

**JUDGMENT**

By a Writ of Summons dated the 24<sup>th</sup> of March, 2022 and filed on the same date, the Claimant brought this action against the Defendants seeking the following reliefs:-

- 1. A Declaration that the Claimant is entitled as the owner of the property described as six-bedroom semi-detached duplex lying and situate at formerly House 8 Plot No. 1366 Cadastral Zone A7 Wuse II District, Abuja and now known as No. 23 Isiaka Rabiw Estate, 7/8 Embu Crescent, Wuse li, Abuja having acquired same by outright purchase from the 1<sup>st</sup> and 2<sup>nd</sup> Defendants as showed in the receipt of payment for the property.*
- 2. An Order of this Honourable Court compelling the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Defendants to surrender vacant possession of the property and hand over*

*same forthwith to the Claimant all legal instruments/title documents pertaining to the property as described above.*

- 3. An Order of perpetual injunction restraining the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Defendants, their agents, assigns, or any other party claiming from them from interfering with the peaceful possession, occupation, and enjoyment of the property described above by the Claimant in this suit.*
- 4. An Order of this Honourable Court compelling the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Defendants to jointly and severally pay the Claimant the sum of ₦50,000,000.00 (Fifty Million Naira) only as general damages for the trauma their actions or inactions have caused the Claimant.*
- 5. An Order of this Honourable Court compelling the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Defendants to pay the Claimant the sum of ₦10,000,000.00 (Ten Million Naira) only as the cost of this suit.*
- 6. And for such further or other Order(s) this Honourable Court can make in the circumstances of this suit.*

The Defendants were duly served with the originating processes. On the 25<sup>th</sup> of October, 2022, the 1<sup>st</sup> and the 2<sup>nd</sup> Defendants filed their joint Statement of Defence. The 1<sup>st</sup> and the 2<sup>nd</sup> Defendants regularized their processes in this Court *vide* a Motion on Notice with Motion Number M/429/2022 dated the 23<sup>rd</sup> of October, 2022 and filed on the 25<sup>th</sup> of October, 2022. The reliefs sought in the application were granted by the Court on the 7<sup>th</sup> of December, 2022. The 3<sup>rd</sup> and the 4<sup>th</sup> Defendants did not file any process in defence of the suit of the Claimant.

They neither sent any Counsel to represent them in Court nor did they appear in person to defend the suit.

On the 7<sup>th</sup> of December, 2022, the Claimant opened his case. Testifying as PW1, the Claimant was properly affirmed and proceeded to adopt his Witness Statement on Oath.

In his evidence-in-chief, the PW1 swore that the 3<sup>rd</sup> Defendant, as the estate of Honourable Isa Shaba (deceased) the holder of the residue of the Statutory Right of Occupancy of the property in dispute, particularly known and described as formerly House 8 Plot No. 1366 Cadastral Zone A7, Wuse II District, Abuja and presently known as No. 23 Isiaka Rabi Estate 7/8 Embu Crescent, Wuse II, Abuja, authorized the 1<sup>st</sup> Defendant, who is the alter-ego of the 2<sup>nd</sup> Defendant, a property development and management company, and who was duly authorized by means of a Power of Attorney to manage the said property either for rent or for sale, approached him with a proposal to purchase the property. It was the case of the Claimant that he made full payment of the purchase price of ₦180,000,000.00 (One Hundred and Eighty Million Naira only) to the 1<sup>st</sup> and 2<sup>nd</sup> Defendants in respect of the property on the 7<sup>th</sup> of March, 2017 and was issued a receipt of payment.

Pursuant to this payment, the Claimant averred, it was agreed that the 1<sup>st</sup> and the 2<sup>nd</sup> Defendants, together with the 3<sup>rd</sup> Defendants, would prepare the necessary documents of transfer of title and deliver same, along with the documents of title

pertaining to the property, to the Claimant. It was in view of this that the 1<sup>st</sup> Defendant wrote an undertaking to make same available to the Claimant.

The Claimant claimed that the 1<sup>st</sup> and the 2<sup>nd</sup> Defendants became nonchalant towards the perfection of the transaction and the delivery of the documents of title to the property to the Claimant. The Claimant averred, in conclusion that he purchased the property as a *bonafide* purchaser for value without notice.

In the course of his evidence-in-chief, the Claimant, testifying as PW1, tendered the following documents in evidence: a copy of the receipt of purchase price issued to the Claimant by the 1<sup>st</sup> and 2<sup>nd</sup> Defendants dated 7<sup>th</sup> March, 2017 with Receipt Number 0667, a copy of undertaking by the 1<sup>st</sup> Defendant dated the 7<sup>th</sup> March, 2018 to hand over the property to the Claimant on or before the 30<sup>th</sup> April, 2018 and a copy of the Power of Attorney donated to the 2<sup>nd</sup> Defendant by the 3<sup>rd</sup> Defendant. These documents were admitted in evidence and marked as **Exhibit A1, Exhibit B1, Exhibit C1-C3** respectively.

Under cross-examination, the PW1 replied that he completed payment for the property on the 7<sup>th</sup> of March, 2017, adding that the payment was made via transfer to the 2<sup>nd</sup> Defendant. He further stated in answer that he was not given any other thing apart from the documents the 1<sup>st</sup> and the 2<sup>nd</sup> Defendants delivered to him.

The Counsel for the Claimant indicated that there was no need for re-examination of the PW1. Upon that ground, the witness was accordingly discharged.

On the 7<sup>th</sup> of March, 2023, the 1<sup>st</sup> and the 2<sup>nd</sup> Defendants opened their defence. The 1<sup>st</sup> Defendant, testified as the witness for the 1<sup>st</sup> and the 2<sup>nd</sup> Defendants. He was affirmed and thereafter proceeded to adopt his Witness Statement on Oath.

In the Witness Statement on Oath of the 1<sup>st</sup> and the 2<sup>nd</sup> Defendants, 1<sup>st</sup> Defendant, testifying as the DW1, admitted the averments contained in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and the reliefs contained in paragraphs 14(a), (b) and (c) of the Statement of Claim. He, however, objected to the grant of the reliefs contained in paragraphs 14(d) and (e) of the Statement of Claim.

Under cross-examination, the DW1 confirmed that he approached the Claimant with the intent of getting the Claimant to purchase the property in question. He also confirmed that he received the sum of ₦180,000,000.00 (One Hundred and Eighty Million Naira only) being the purchase price of the property. He also admitted that he issued an undertaking to the Claimant that he would deliver vacant possession of the to the Claimant on the 30<sup>th</sup> of April, 2018. He also confirmed that the Claimant was a *bonafide* purchaser for value without notice.

There was no re-examination. The DW1 was accordingly discharged as a witness in the suit. The Court therefore adjourned to the 19<sup>th</sup> of April, 2023 for continuation of hearing. The Court's intention is to afford the 3<sup>rd</sup> and the 4<sup>th</sup> Defendants the opportunity to defend the suit of the Claimant against them. Following the failure of the 3<sup>rd</sup> and the 4<sup>th</sup> Defendants to take advantage of this window of grace afforded them by this Court, this Court, on the 19<sup>th</sup> of April, 2023, upon application by learned Counsel for the Claimant, foreclosed them from defending the suit. The

Court further adjourned to the 20<sup>th</sup> of June, 2023 for adoption of Final Written Addresses.

The Court did not sit on the 20<sup>th</sup> of June, 2023; but it sat on the 13<sup>th</sup> of July, 2023. On that day, the Court further adjourned the suit to the 13<sup>th</sup> of September, 2023 for adoption of Final Written Addresses following the failure of the 1<sup>st</sup> and the 2<sup>nd</sup> Defendants to serve their Final Written Address on the 3<sup>rd</sup> and the 4<sup>th</sup> Defendants. On the 13<sup>th</sup> of September, 2023, the Claimant and the 1<sup>st</sup> and the 2<sup>nd</sup> Defendants adopted their Final Written Addresses. The 3<sup>rd</sup> and the 4<sup>th</sup> Defendants did not file any Final Written Address. The Court thereafter adjourned for Judgment.

In their Final Written Address which was dated and filed on the 7<sup>th</sup> of June, 2023, learned Counsel for the 1<sup>st</sup> and the 2<sup>nd</sup> Defendants formulated a sole issue for determination, to wit: *“Whether the Claimant has proved his case on the preponderance of evidence to entitle him to the claims sought?”*

In his submissions on this sole issue, learned Counsel reiterated the time-honoured principle that the onus of proof in civil proceedings was on the Claimant, adding that the Claimant could succeed only on the strength of their case and not on the weakness of the case of the Defendant. After highlighting the evidence adduced during hearing, he reaffirmed that matters agreed in the pleadings of the parties did not need to be proved, but, rather, same ought to be accepted by the Court as an established fact. He however maintained that the Court could grant only the reliefs contained in paragraph 14(a) – (c) of the Statement of Claim since he had established that part of the claim by a preponderance of evidence and by

the agreement of the parties. He contended that the claims contained in paragraph 14(d) and (e) were bound to fail as they were not supported by evidence, since pleadings must be supported by evidence.

Counsel maintained further that since the award of general damages was within the discretionary powers of the Court, the Claimant had to show that he had suffered some form of damages or injury to be entitled to the grant of the order of general damages. He insisted that the Claimant in this case had failed to discharge that burden.

For all his submissions on this subject, learned Counsel cited and relied on a number of cases such as ***Adebiyi Layinka & Anor v. Adeola Makinde & 5 Ors (2002) 19 NSCQR 644 at 653; Otunba Abdulateef Owoyemi v. Prince Yinusa Oladele Adekoya & 2 Ors (2004) 1 MJSC 33 at 54, paras E-F, AGF v. AG Abia State & 35 Ors (2005) 5 MJSC 1 at 21, para A, Reynolds Construction Co. Ltd v. Rockonoh Properties Co. Ltd (2005) 10 MJSC 159 at 171, paras B-D and Samson Babatunde Olarewaju v. AfriBank Nigeria Plc (2001) 3 MJSC 68 at 76, paras G.***

In the Final Written Address of the Claimant dated on the 15<sup>th</sup> of June, 2023 but filed on the 16<sup>th</sup> of June, 2023, learned Counsel for the Claimant formulated four issues for determination, to wit, (1) *Whether the Claimant has proved his case on the preponderance of evidence before the Court;* (2) *Whether the Claimant has proved his case upon admission by the Defendants;* (3) *Whether the Claimant has*

*proved his case by admission against interest by the Defendants to be entitled to the reliefs sought.*

In his submission on Issue 1, Counsel referred to the evidence of the Claimant and the exhibits he tendered. He also referred to the evidence of the 1<sup>st</sup> and the 2<sup>nd</sup> Defendants which largely admitted the claims of the Claimant. Counsel further argued that though a claimant is required to succeed on the strength of his own case and not on the weakness of the case of the Defendant, the Claimant, however is at liberty to take advantage of any evidence in the case of the Defendant which supports his case. It was on this basis that learned Counsel urged the Court to find that the Claimant has been able to prove his case on the preponderance of evidence. He relied on the cases of ***Ajide v. Kelani (1985) 3 NWLR (Pt. 12) 248 and Odutola v. Papersack Nig. Ltd (2005) 11-12 SC 60.*** Counsel also placed reliance on section 22 of the Evidence Act, 2011.

On his submissions on Issue 2, Counsel continued to refer to the evidence of the Claimant, the exhibits he tendered as well as the admissions of the 1<sup>st</sup> and the 2<sup>nd</sup> Defendants. He urged this Court to give full effect to the admissions of the 1<sup>st</sup> and 2<sup>nd</sup> Defendants, more so, as facts that are admitted do not need further proof. He relied on the cases of ***Cappa & D'Alberto Ltd v. Akintilo (2003) 9 NWLR (Pt. 824) 49 and Adesei v. Adebayo (2012) LPELR-7844 (SC) at 24 – 25.***

On the third Issue, Counsel for the Claimant invited this Court to take note of the admission against interest by the 1<sup>st</sup> and 2<sup>nd</sup> Defendants. He also urged the Court to take note of the fact that the Claimant performed his part of the contract without

any iota of obligation left unfulfilled. He contended that the 1<sup>st</sup> and the 2<sup>nd</sup> Defendants, on the contrary, had failed to discharge their obligations under the contract, adding that the 1<sup>st</sup> and the 2<sup>nd</sup> Defendants further admitted in their evidence that they failed to perform their obligations under the contract. He submitted that the Claimant was entitled to Judgment on the basis of this admission against interest. He relied on ***Dantiye v. APC & Others (2020) LPELR(CA) 30-32, para F.***

The above synopsis represents the facts and the law of the respective cases of the Claimant on one hand and the 1<sup>st</sup> and the 2<sup>nd</sup> Defendants on the other hand. The 3<sup>rd</sup> and the 4<sup>th</sup> Defendants, as I have mentioned earlier, did not file any pleading in this case. They did not also file their Final Written Addresses. In so far as the case of the Claimant is concerned, it is unchallenged in respect of the 3<sup>rd</sup> and the 4<sup>th</sup> Defendants. The Issue, therefore, that readily lends itself for determination is this: “Whether the Claimant by a preponderance of evidence has not established his case against all the Defendants to be entitled to all the reliefs he seeks against the Defendants in this suit?”

At the centre of the resolution of this sole issue is the ownership of the property particularly described as a six-bedroom semi-detached duplex lying and situate at the geographical location previously known as House 8 Plot No. 1366 Cadastral Zone A7 Wuse II District, Abuja, but now known as No. 23 Isiaka Rabi Estate, 7/8 Embu Crescent, Wuse II, Abuja. The Claimant’s principal is “*A Declaration that the Claimant is entitled as the owner of the property described as six-bedroom semi-detached duplex lying and situate at formerly House 8 Plot No. 1366 Cadastral*

*Zone A7 Wuse II District, Abuja and now known as No. 23 Isiaka Rabiw Estate, 7/8 Embu Crescent, Wuse II, Abuja having acquired same by outright purchase from the 1<sup>st</sup> and 2<sup>nd</sup> Defendants as showed in the receipt of payment for the property”.*

Considering that this is the principal relief, the question that remains to be answered is whether the Claimant has been able to satisfied this Court that he is, indeed, entitled to the grant of this declaratory reliefs. In other words, what is the Claimant to establish to be entitled to the award of a declaratory relief? The Courts have answered this question in a plethora of cases. For instance, **Amobi v. Ogidi Union Nigeria (2023) 1 NWLR (Pt. 1864) 153 S.C. at 182-183, paras. F-C**, the Supreme Court held that

**“A claimant seeking declaratory reliefs has the legal burden to establish his claim. He must succeed on the strength of his case and not on the weakness of the defendant’s case. In other words, the claimant must plead and prove his claims for declaratory reliefs on the evidence called by him without relying on the evidence called by the defendant. The burden of proof on the claimant in establishing declaratory reliefs to the satisfaction of the court is quite heavy in the sense that such declaratory reliefs are not granted even on admission by the defendant, where the plaintiff fails to establish his entitlement to the declaration by his own evidence. A claimant must prove to the satisfaction of the court that he is entitled to the declaratory relief sought. He cannot point fingers at any weakness, omission, or default on the part of the defendant. He stands or falls on the strength of his case; if his case is strong, he wins, and if his case is weak, he loses.”**

Has the Claimant been able to discharge this burden? On the 7<sup>th</sup> of December, 2022, the Claimant, testifying as PW1, narrated how the 1<sup>st</sup> Defendant, as the directing mind of the 2<sup>nd</sup> Defendant, approached him to purchase the property in question. The 1<sup>st</sup> Defendant confirmed to the Claimant that he had the authority of Honourable Shaba Isah to either rent out the property or to sell same outright. The evidence of this authority is the Power of Attorney donated to the 1<sup>st</sup> Defendant by the late Honourable Shaba Isah. This Power of Attorney was admitted in evidence and marked as **Exhibit C1-C3** by this Court. A perusal of **Exhibit C1-C3** shows that the extent of the power donated to the 1<sup>st</sup> Defendant is “to superintend the sale of the property hereinabove described and to be his lawful attorney in the same capacity thereof in all other things regarding the sale of the property, inclusive of negotiation, receiving and acknowledgment of payment on his behalf.” In other words, the power of attorney donated to the 1<sup>st</sup> Defendant is for the sale of the property and not for rent as the Claimant claimed in paragraphs 2 and 3 of his Witness Statement on Oath.

It is in evidence that the Claimant, on the 7<sup>th</sup> of March, 2017 paid ₦180,000,000.00 (One Hundred and Eighty Million Naira only) to the 1<sup>st</sup> and 2<sup>nd</sup> Defendants. The evidence of this payment is a receipt of payment with the name of the 2<sup>nd</sup> Defendant indicating that the sum of ₦180,000,000.00 (One Hundred and Eighty Million Naira only) was received from the Claimant. This receipt of payment was admitted in evidence and marked as **Exhibit A1** by the Court. Further to this arrangement, the 1<sup>st</sup> Defendant issued a handwritten undertaking to the Claimant, written on the 1<sup>st</sup> Defendant’s personal letterhead, wherein he promised to hand

over the property to the Claimant on or before the 30<sup>th</sup> of April, 2018. The Court admitted this document in evidence and marked it as **Exhibit B1**.

The evidence of the Claimant before this Court, therefore, points inexorably to a concluded transaction wherein the property in the building six-bedroom semi-detached duplex lying and situate at the geographical location previously known as House 8 Plot No. 1366 Cadastral Zone A7 Wuse II District, Abuja, but now known as No. 23 Isiaka Rabiw Estate, 7/8 Embu Crescent, Wuse II, Abuja was effectively transferred to the Claimant, the basic requirements of capacity to contract and the passing of consideration having being satisfied.

It is in view of this, therefore, that I find that the Claimant has established his entitlement to the declaratory relief he seeks in this suit. The admissions of the 1<sup>st</sup> and 2<sup>nd</sup> Defendants in their joint Statement of Defence and in their evidence before this Court on the 7<sup>th</sup> of March, 2023, was therefore a surplussage which inure to the benefit of the Claimant.

As I noted earlier, the case of the Claimant is unchallenged against the 3<sup>rd</sup> and the 4<sup>th</sup> Respondents. The 3<sup>rd</sup> Defendants are the administrators of the estate of the late Honourable Isah Shaba, the person who sold the property in question to the Claimant. The 3<sup>rd</sup> Defendants did not put up any adverse case challenging the case of the Claimants or his claims thereof. They did not attend Court to cross-examine the Claimant when he testified as PW1. They did not file any Final Written Address raising any legal impediments to the validity of the case of the Claimant. In the eye of the law, they are deemed to have admitted the case as put

forward by the Claimant. See the cases of ***Alhaji Abdullahi Baba v. Nigerian Civil Aviation Training Centre, Zaria & Another*** (1991) 7 SCNJ (Pt. 1) 1 at pages 5-6 and pages 22-23, per Nnaemeka-Agu JSC; ***Ajomale v. Yaduat & Anor*** (1991) LPELR-306 (SC) per Nnaemeka-Agu, JSC; ***Ogoejefo v. Ogoejefo*** (2006) LPELR-2308 (SC); ***COP v. Agholor*** (2014) LPELR-23212(CA), ***Odiong v. Assistant Inspector-General of Police*** (2013) LPELR-20698(CA), ***Statmak v. COP & Anor*** (2018) LPELR-46324(CA) and ***JMG Ltd v. Israel & Ors*** (2020) LPELR-50585(CA).

It is significant to note that the only objection the 1<sup>st</sup> and the 2<sup>nd</sup> Defendants had to the case of the Claimant is with regards to the claims contained in paragraph 14(d) and (e) of the Statement of Claim. These claims are for (a) *An Order of this Honourable Court compelling the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Defendants to jointly and severally pay the Claimant the sum of ₦50,000,000.00 (Fifty Million Naira) only as general damages for the trauma their actions or inactions have caused the Claimant; and (b) An Order of this Honourable Court compelling the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Defendants to pay the Claimant the sum of ₦10,000,000.00 (Ten Million Naira) only as the cost of this suit.*

The principles guiding the award of damages are lucid. Damages are awarded in order to compensate a successful litigant for the loss, suffering or pain the Defendant put him through. Because damages are granted based on the discretionary powers of the Court, they are not awarded as a matter of course; but upon establishment of the Claimant's entitlement to same. In ***EDOSACA v. Osakue*** (2018) 166 NWLR (Pt. 1645) 199 C.A. at 230, paras D.-H., the Court

held that ***“The purpose of an award of damages is to compensate the plaintiff for damage, injury or loss suffered. The guiding principle is restitutio in intergrum, where the court is called upon to assess that a party which has been clarified by the act which is in issue must be put in the position in which he would have been if he had not suffered the damage for which is in issue must be put in the position he is being compensated. Once a plaintiff has successfully shown and proved that he suffered personal injury resulting from the breach of duty of care owed him or her by the defendant, the claim for pain and suffering must be considered by the court as no principle can be laid down upon which damages for such pain and suffering can be awarded in terms of the quantum.”***

The same thing can be said for the award of cost. In ***EDOSACA v. Osakue (2018) supra at 232, paras. C-D***, the Court held that ***“Cost normally follows events unless there are circumstances warranting to the contrary. The award of costs involves judicial discretion, which must be exercised based on certain principles. Also such discretion must not be affected by questions of benevolence or sympathy. The essence of costs is to compensate the successful party for part of the loss incurred in the litigation. Cost cannot cure all the financial loss sustained in litigation. It is also not meant to be a bonus for the successful party.”***

In this case, the Claimant paid the full price of ₦180,000,000.00 (One Hundred and Eighty Million Naira only) for this property since the 7<sup>th</sup> of March, 2017. The 1<sup>st</sup> and the 2<sup>nd</sup> Defendants undertook to deliver vacant possession of the property to

the Claimant on or before the 30<sup>th</sup> of April, 2018. From the 7<sup>th</sup> of March, 2017 to the 24<sup>th</sup> of March, 2022 when this suit was instituted, a period of five years and seventeen days had elapsed. From the 30<sup>th</sup> of April, 2018 to the 24<sup>th</sup> of March, 2022 a period of three years, ten months and three weeks had elapsed. In this period, the Claimant had been deprived of the use and enjoyment of both his money and the property he paid for. I believe this is a situation where the Court can confidently exercise its discretionary powers in favour of the Claimant in awarding both damages and the cost of the action to him. Particularly, cost ought to be awarded because the Claimant could not have instituted this action but for the wrongful acts of the Defendant in depriving him of the use and enjoyment of the property he paid for since the 7<sup>th</sup> of March, 2017.

I see that the Claimant has also asked for an Order of perpetual injunction. A perpetual injunction, just like any other form of injunction, is an equitable relief. Just like damages, it is not granted as a matter course. It is granted at the discretion of the Court. This judicial discretion must, however be exercised judiciously and judicially taking into consideration all the facts and circumstances of the case. It is the considered view of this Court that the Claimant, having established that the Defendants have deprived him of his proprietary and possessory rights over the property formerly known and described as *House 8 Plot No. 1366 Cadastral Zoe A7 Wuse II District, Abuja but now known and described as No. 23 Isiaka Rabiw Estate, 7/8 Embu Crescent, Wuse II, Abuja*, he has placed sufficient evidence before this Court to be entitled to the exercise of

this Court's discretion in granting this equitable relief. See *Adekunjo v. Hussain (2021) 11 NWLR (Pt. 1788) 434 S.C. at 455, paras. A-D.*

In *White Diamond Property Development Company Limited v. Trade Wheels Ltd. (2022) (2022) 8 NWLR (Pt. 1832) 247 S.C. at 298, paras G-H*, the apex Court declared that "*Once infringement of the right to possession of a party has been established, and the Court makes a finding to that effect, the remedy of grant of injunction would naturally follow to prevent multiplicity of suits and irreparable damage or irremedial mischief.*"

It is in view of the foregoing that I find that the Claimant is entitled to all the reliefs he seeks against the Defendants. Accordingly, all the reliefs sought by the Claimant are hereby granted as follows:-

- 1. THAT THE CLAIMANT is entitled as the owner of the property described as six-bedroom semi-detached duplex lying and situate at the location previously known and described as House 8 Plot No. 1366 Cadastral Zone A7 Wuse II District, Abuja but now known as No. 23 Isiaka Rabi Estate, 7/8 Embu Crescent, Wuse II, Abuja having acquired same by outright purchase from the 1<sup>st</sup> and 2<sup>nd</sup> Defendants which purchase is evidenced by Exhibit A1 being the receipt of payment for the property.**
- 2. THAT AN ORDER OF THIS HONOURABLE COURT is hereby made compelling the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Defendants to surrender and deliver vacant possession of the property and hand over same forthwith to**

the Claimant with all the legal instruments/title documents pertaining to the property as described above.

3. THAT AN ORDER OF PERPETUAL INJUNCTION is hereby made restraining the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Defendants, their agents, assigns, or any other party claiming from them from interfering with the peaceful possession, occupation, and enjoyment of the property described above by the Claimant in this suit.
4. THAT AN ORDER OF THIS HONOURABLE COURT is hereby made compelling the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Defendants to jointly and severally pay the Claimant the sum of ₦15,000,000.00 (Fifteen Million Naira) only as general damages for the trauma their actions or inactions have caused the Claimant and for depriving the Claimant of the use and enjoyment of the property he paid for since the 7<sup>th</sup> day of March, 2017.
5. THAT AN ORDER OF THIS HONOURABLE COURT is hereby made compelling the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Defendants to pay the Claimant the sum of ₦1,000,000.00 (One Million Naira) only as the cost of this suit.

This is the Judgment of this Court delivered today, the 17<sup>th</sup> day of January, 2024.

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**HON. JUSTICE A. H. MUSA**  
**JUDGE**  
**17/01/2024**

**APPEARANCES:**  
**FOR THE CLAIMANTS**  
Clement Chinaka Esq.  
Godwin Attai Haruna, Esq.  
Hauwa Audu Amos, Esq.  
Victoria Yelwa (Mrs.) Esq.

**John Onwuazi, Esq.**

**FOR THE 1<sup>ST</sup> & 2<sup>ND</sup> DEFENDANTS:**

**Daniel O. Anyanwu, Esq.**

**Onyebuchi Obeta, Esq.**

**Blessing Jacob (Miss) Esq.**

**3<sup>RD</sup> DEFENDANT:**

**Did not appear and is not represented by Counsel**

**4<sup>TH</sup> DEFENDANT**

**Did not appear and is not represented by Counsel**