

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT MAITAMA – ABUJA

BEFORE HIS LORDSHIP: HON. JUSTICE. H. MU’AZU

SUIT NO: FCT/HC/CV/2979/2023

DELIVERED ON THE 13/06/2024

BETWEEN:

1. NA’ALLAH WOMEN AND CHILDREN SPECIALIST  
HOSPITAL LTD } .....CLAIMANTS  
2. DR. BANSI BEMARE ALHAMDU }

AND

1. MR. WYCLIFFE HUSSAINI } .....DEFENDANTS  
2. MR. SHEIK IBRAHIM }  
3. BARR. PATIENCE OSILAMA }  
4. HON. MINISTER OF FCT }

## JUDGMENT

The Claimants commenced this action by a Writ of Summons filed on the 11th day of April, 2023 seeking for the following reliefs from this Honourable Court against the Defendants:

- i. A **DECLARATION** that the right, legal interest and beneficial ownership of Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja validly vests and subsists in favour of the 1st Claimant.*
- ii. A **DECLARATION** that all the steps, actions and/or transactions embarked or undertaken by the 1st and*

*2nd Defendants with the 3rd Defendant or any other person howsoever connected with them in respect of Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja is unlawful, illegal, null, void and of no effect whatsoever.*

- iii. . **AN ORDER OF INJUNCTION** compelling the 1st, 2nd and 3rd Defendants or any other person acting for or through them, to immediately and unconditionally return to the Claimants the original title documents to Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja.*
- iv. . **AN ORDER OF INJUNCTION** compelling the 4th Defendant to recognize and give effect to the right and interest of the 1st Claimant in and over Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja to the exclusion of the 1st, 2nd and 3rd Defendants or any other person claiming through or under them*
- v. The sum of **₦50,000,000 (fifty million naira)** as damages against the 1st, 2nd and 3rd Defendants.*
- vi. The cost of the suit.*

Upon service of the originating processes on the Defendants,, only the 4th Defendant filed processes and appeared during the trial of this case. The 1st, 2nd and 3rd Defendants did not file any processes despite service of the originating processes

on them, and neither did they appear after repeated service of hearing notices *on* them.

Trial commenced on the 9th of October, 2023 with the 2nd Claimant testifying as PW1. PW1 adopted his with statement on oath sworn to on the 11<sup>th</sup> day of April, 2023. In the witness statement PW1 testified thus;

**1. That I am the 2nd Claimant and the alter ego of the 1st Claimant and by virtue of which I am very conversant with the facts of this case.**

**2. That I have the consent and authority of the 1st Claimant to depose to this witness statement on oath.**

**3. That the 1st Claimant is a duly incorporated company in accordance with the laws of the Federal Republic of Nigeria having its registered business object to run and operate a specialist hospital for women and Children.**

**4. That the 1st Claimant is the original allottee of Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja..**

**5. That the 1st Defendant and 2nd Defendants are persons known to me and who made false representations to *me* in the circumstances leading to the filing of this case.**

**6. That the 3rd Defendant is a civil servant working with the Federal Capital Territory Administration**

**and who claims to have bought Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja from the 1st and 2nd Defendants.**

**7. That Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja was never sold to or in any way acquired by the 1st and 2nd Defendants.**

**8. That the 4th Defendant is the person who constitutionally and statutorily superintends the management and administration of all lands comprised within the Federal Capital Territory in trust for Nigerians.**

**9. That as the alter ego of the 1st Claimant, I on behalf of the 1st Claimant *being* desirous of acquiring a plot of land in Abuja for the purpose of establishing a specialist hospital that will cater for the medical needs of women and children, applied for a plot of land and the 1st Claimant was allocated Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja. The Offer of Statutory Right of Occupancy is dated 20/03/2015.**

**10. That sometime in 2007, Justice B. S. Bansi (Rtd.), my biological father was allocated Plot No. 2990, Cadastral Zone A04, Asokoro District, Abuja measuring 2089.38 square meters.**

**11. However, in 2012 my father realized that prior to the allocation of Plot No. 2990, Cadastral Zone A04, Asokoro District to him, the same Plot of land was**

**initially and originally allocated to Global Estate in 2003 and that the allocation to Global Estate was not validly revoked. As a result of this realization, he wrote to the 4th Defendant on 9th May, 2012 requesting that a suitable replacement be issued to him since the law recognizes that the 1st allottee of land is the original and lawful owner of same except where the right of the original allottee had been validly revoked.**

**12. Thus, by a letter dated 17th June, 2013 from the 4th Defendant, the allocation of Plot No. 2990, Cadastral Zone A04, Asokoro District, Abuja measuring 2089.38 square meters to my father was revoked on the ground of prior subsisting title over the land.**

**13. On 12th August, 2013 my father wrote a letter of reminder to the 4th Defendant, reminding the 4th Defendant of his request for a replacement for the revoked Plot No. 2990, Cadastral Zone A04, Asokoro District, Abuja but the letter was neither responded to nor acted upon up to the time when I was introduced to 2nd Defendant by the 1st Defendant..**

**14. As a medical doctor, I had previously known the 1st Defendant as I have acted as his family physician..**

**15. That it was in the quest to obtain a replacement for the revoked Plot No. 2990 that I was introduced to the 2nd Defendant by the 1<sup>st</sup> Defendant.**

**16. That the 2nd Defendant represented to me that he had a reserved plot of land known and described as Plot No. 1668 measuring 4200 square meters in Asokoro but that the plot of land can only be allocated to someone with a subsisting ministerial approval for allocation of land within the Federal Capital City.**

**17. That having secured the assurance of the availability of Plot No. 1668 from both the 1st and 2nd Defendants, I entered into an agreement with the 1st and 2nd Defendants on the condition that upon the successful allocation *of* Plot No. 1668 to my father, as replacement for the earlier revoked Plot No. 2990, the 1st and *2nd* Defendants were going to be jointly entitled to 50% of the value of the land since Plot No. 1668 is about twice the size of Plot No. 2990 and Plot No. 1668 was originally reserved by or at the instance of the 2nd Defendant.**

**18. Consequently, an initial Memorandum of Understanding was prepared and *signed* on 8th May, 2015 between the 1st and 2nd Defendants on the *one* hand and myself on the other hand and I then handed title documents to a plot of land *belonging* to my father lying at Wuye to the 1st and 2nd**

**Defendants as security and assurance for the 50% interest in the value of Plot No. 1668 which was expected to be allocated as replacement to Plot No. 2990.**

**19. However, after the signing of the Memorandum of Understanding mentioned above, two issues were raised by the 1st and 2nd Defendants as follows; (a) that since I was the person they were dealing with, they would rather have a title document belonging to me and not my father; (b) that the 1st Defendant alone should be made a party since he represents the others.**

**20. That on account of the above, another Memorandum of Understanding which was backdated to 1st May, 2015 was then prepared and executed between myself and the 1st Defendant.**

**21. Additionally, the 2nd Defendant as director and alter ego of the 1st Claimant also provided Offer of Statutory Right of Occupancy over Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja granted in favour of the 1st Claimant which was handed over to the 1st and 2nd Defendants as security and assurance for the 50% interest in the value of Plot No. 1668 to be allocated as replacement for Plot No. 2990 through the efforts of the 1st and 2nd Defendants.**

**22. That the Memorandum of Understanding dated 1st May, 2015 clearly provides in paragraph 4 that the Offer of Statutory Right of Occupancy over Plot No. 5977 referred to above is "to be kept in trust and not to be disposed of or be used as a collateral in securing bonds or loans by Mr. Wycliffe Hussaini nor any of his representatives nor anyone else for whatsoever reason."**

**23. That the Memorandum of Understanding further provides that "on completion of the deal... or the subsequent failure of the Party A to secure the placement of the Asokoro information he obtained..., the offer letter of Party A kept in trust by Party B will be returned to Party A unconditionally."**

**24. That the 1st and 2nd Defendants who are described as Party B in the Memorandum of Understanding mentioned above gave false information as the Plot No. 1668 they alleged was existing and to be used as replacement for the revoked Plot No. 2990 was in fact non-existent as at the time of signing the Memorandum of Understanding in 2015.**

**25. That I was fraudulently tricked by the 1st and 2nd Defendants into an agreement over a non-existent plot of land.**

**26. That contrary to the terms of the Memorandum of Understanding between myself and the 1st and**

**2nd Defendants, the revoked Plot No. 2990 belonging to my father has not been replaced with Plot No. 1668 and the said plot of land remains revoked to date.**

**27. That soon after I discovered that as at the time of making the Memorandum of Understanding with the 1st and 2nd Defendants in 2015, *Plot No. 1668, Asokoro* which was purportedly to be allocated as replacement for *Plot No. 2990* belonging to my father, was in fact and in law not existing as a vacant plot of land, I then reached out to the 1st Defendant and requested for the return of the Offer of Statutory Right of Occupancy over *Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja* which I gave to the 1st and 2nd Defendants as security and assurance for their interest, but the 1st Defendant kept giving *excuses* and later became evasive.**

**28. Sometime in the year 2022, my attention was called at the Abuja Geographic Information System (AGIS) that certain persons were trying to conduct a search on the 1st Claimant's land, that is, *Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja*.**

**29. When I went to AGIS. I met a certain Barrister Patience Osilama (the 3rd Defendant) who claimed that she bought the land from the 1st Defendant sometime in 2015 and informed me that she wants to sell the land to a prospective buyer.**

**30. That the 3rd Defendant informed me that the prospective buyer has offered to buy the land for N150,000,000.00 and that she, the 3rd Defendant is willing to give 50% of the ₦150,000,000 to me if I agree to allow the transaction to be concluded but I rejected the 3rd Defendant's offer on the ground that having not sold the land to the 1st and 2nd Defendant, they have no capacity to have sold the land to anyone as the land still validly remained our property.**

**31. That contrary to the clear provisions of the agreement between myself and the 1st and 2nd Defendants in terms of the Memorandum of Understanding of 1st May, 2015, the 1st and 2nd Defendants have failed to secure the replacement of Plot No. 2990 with Plot No. 1668 or any other plot whatsoever, yet they have failed to unconditionally return the Offer of Statutory Right of Occupancy granted to the 1st Claimant in respect of Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja despite the efforts I have made to ensure the return of the said title document to me in accordance with our agreement.**

**32. That to the best of my knowledge and believe, the 3rd Defendant did not buy the land from the 1st and 2nd Defendants as claimed but rather, she is in cahoots with both the 1st and 2nd Defendants in**

**their bid to unlawfully and illegal deprive me and the 1st Claimant.**

**33. That to the best of my knowledge and believe, the 1st and 2nd Defendants have no factual or legal authority whatsoever and are not in a position to transfer title or transact in any manner in respect of Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja to the 3rd Defendant or to any other person whatsoever.**

**34. That to the best of my knowledge and believe, as a lawyer by training and also working with the FCTA, that by virtue of her training and work experience, the 3rd Defendant ought to know and indeed, knows that the title to Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja validly resides with me and the 1st Claimant and that the 1st and 2nd Defendants have no authority to transact with any person whatsoever in respect of the land.**

**35. That to the best of my knowledge and believe, the activities of the 1st, 2nd and 3rd Defendants in the circumstances of this case and in relation to Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja altogether is unlawful, illegal, unwarranted and constitute trespass.**

**36. That to the best of my knowledge and belief, it is in the interest of justice for this Honourable Court to**

**grant the reliefs as contained in the Statement of Claim.**

The following 8 documents were tendered, admitted and marked **P1 – P8** respectively through PW1:

- 1. Certificate of incorporation of the 1<sup>st</sup> Claimant.**
- 2. Offer of Statutory Right of Occupancy in favour of the 1<sup>st</sup> Claimant dated 20<sup>th</sup> February, 2015.**
- 3. Offer of Statutory Right of Occupancy dated 28<sup>th</sup> may, 2007**
- 4. Letter written to the 4<sup>th</sup> Defendant dated 9th may, 2012.**
- 5. Letter of Revocation from the 4<sup>th</sup> Defendant.**
- 6. Letter of reminder dated 12<sup>th</sup> march, 2013.**
- 7. Memorandum of Understanding dated 1<sup>st</sup> may, 2015.**
- 8. Memorandum of Understanding dated 8<sup>th</sup> August, 2015.**

Due to the absence of the Defendants matter was adjourned to 18th October, 2023 for cross examination by the Defendants. Hearing notice was ordered and served on the Defendants against the next adjourned date.

On 18th October, 2023 only the 4th Defendant was represented. PW1 was cross examined by the 4th Defendant and the 1st, 2nd and 3rd Defendants were foreclosed from cross examining the PW1 upon the oral application of the Counsel for the Claimant. The Claimant thus closed their case on the 18th October, 2023 and the matter was adjourned to 15th November, 2023 for defence.

The matter next came up on 12th December, 2023 for defence. As the 1st, 2nd and 3rd Defendants were not present and not represented as has become the norm. The 4th Defendants witness was taken as DW1. DW1 **Ibrahim Babangida Azeez** adopted his witness statement on oath dated 26<sup>th</sup> July, 2023 wherein he stated thus:

**I, IBRAHIM B. AZEEZ, Male, Nigerian, Muslim, Land Officer 1 of Department of Land Administration, FCTA, Abuja, do hereby make oath and state thus:**

- 1. That I am a Land Officer 1 of Department of Land Administration, FCTA, Abuja.**
- 2. That by virtue of my position in the above paragraph, I am conversant with the facts deposed herein.**
- 3. That I have the consent and authority of the 4th Defendant to depose *to this* Oath.**
- 4. That the facts deposed herein are within my personal knowledge except as stated otherwise in this Oath.**
- 5. The 4<sup>th</sup> Defendant admits paragraph 1 of the Statement of Claim only to the extent that Plot No. 5977, Cadastral Zone E23 of Kyami, District was allocated to the 1st Claimant and denies all other allegation of facts contained therein. The claimants**

**shall be put to the strictest proof of the said allegation of facts hitherto denied.**

**6. The 4th defendant shall contend at the hearing of this suit that the 1st claimant is not juristic personality capable of suing in the name of Na'allah Women and Children Specialist Hospital Limited.**

**7. Sometime in 2015 the 1st Claimant applied for Grant/Regrant of a certificate of occupancy to the Department of Land Administration of the Federal Capital Territory Administration. A Certified True Copy (CTC) of the said application is hereby pleaded and attached as "ANNEXURE A"**

**8. That pursuant to the said application, the 1<sup>st</sup> Claimant was granted Offer of Statutory Right of Occupancy. The CTC of the said Offer of Statutory Right of Occupancy is hereby pleaded and attached as "ANNEXURE B"**

**9. That pursuant to the said Offer of Statutory Right of Occupancy, the 1st Claimant accepted the offer. The CTC of the said Letter of Acceptance is hereby pleaded and attached as "ANNEXURE C"**

**10. That the 1st Claimant, consequently, paid the official fee in respect of the land. The CTC of the said payment is hereby pleaded and attached as "ANNEXURE D"**

**11. That the 4th Defendant is not in a position to admit or deny paragraphs 2, 3 and 4 of the**

**Statement of Claim as the allegations of facts contained therein are exclusively within the knowledge of the claimants..**

**12. The 4th Defendant admits paragraph 5 of the Statement of Claim.**

**13. The 4<sup>th</sup> Defendant admits paragraph 6 of the Statement of Claim only to the extent that Plot No. 5977, Cadastral Zone E23 of Kyami, District was allocated to the 1st Claimant.**

**14. The 4<sup>th</sup> Defendant is not a position to either admit or deny paragraphs 7, 8, 9 and 10 of the Statement of Claim as the allegation of facts contained therein are in the exclusive knowledge of the claimants. The Claimants shall be put to the strictest proof of the averments therein..**

**15. The 4th Defendant is not in a position to admit or deny paragraphs 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 27 and 29 of the Statement of Claim; I know that 4th Defendant is not privy to the relationship between the Claimants and the 1st and 2nd Defendants. The claimants shall be put to the strictest proof of the allegation of facts contained therein..**

**16. The 4th Defendant is not in a position to admit or deny paragraphs 24, 25 and 26 of the Statement of Claim; I know that 4th Defendant is not privy to the communication between the Claimant and the 3rd**

**Defendant, and the transaction between the 1st and 2nd Defendants and the 3rd Defendant.**

**17. In response to paragraphs 30 and 31 of the Statement of Claim, I know that 4th Defendant is not aware of the activities of the 1st, 2nd and 3rd Defendants on Plot No. 5977, Cadastral Zone E23 of Kyami, District..**

**18. In response to paragraphs 32(iv) of the Statement of Claim, I know that the 4th Defendant has never denied the interest and right of the 1st Claimant over Plot No. 5977, Cadastral Zone E23 of Kyami, District since the Statutory Right of Occupancy was granted to it.**

The following documents were tendered, admitted and marked D1 – D4 respectively through DW1:

- 1. CTC of Application for Grant of Statutory Right of Occupancy dated 4<sup>th</sup> March, 2015.**
- 2. Offer of Statutory Right of Occupancy of the 1<sup>st</sup> Claimant.**
- 3. Letter of acceptance of Offer of Statutory Right of Occupancy dated 24<sup>th</sup> March, 2015.**
- 4. CTC of Revenue collectors Receipt.**

DW1 was cross examined by counsel for the Claimant and the matter was adjourned 31st January, 2024 for cross examination by the 1st, 2nd and 3rd Defendants.

On 31st January, 2024 the 1st, 2nd and 3rd Defendants were not in court and not represented. DW1 who was to be cross examined was also absent, thus the matter was adjourned to 21st February, 2024 for cross examination and defence by the 1st, 2nd and 3rd Defendants.

On 21st February, 2024 the 1st, 2nd and 3rd Defendants were again absent in court and not represented. They were thus foreclosed from cross examining the DW1 and defending the matter, hence the case was adjourned to the 18th April, 2024 for adoption of final written addresses.

When the matter came up for adoption of Final Written addresses on the 18th of April, 2024 only the Claimants and the 4<sup>th</sup> Defendant had filed and exchanged addresses. They adopted their respective addresses and matter was adjourned for Judgment.

In the final written address of the 4<sup>th</sup> Defendant, learned counsel for the 4<sup>th</sup> Defendant submitted a sole issue for determination, to wit;

**Whether it is necessary to grant an order of injunction compelling the 4<sup>th</sup> Defendant to recognize and give effect to the right and interest of the 1<sup>st</sup> Claimant in and over Plot No. 5977, Cadastral zone E23, Kyami District, Abuja, when the 4<sup>th</sup> Defendant has never failed to recognize the title of the 1<sup>st</sup> Claimant over same Plot.**

Learned counsel argued the issue in urging the court to resolve in favour of the 4<sup>th</sup> Defendant.

On the part of the Claimants, the learned Claimants' counsel equally submitted a sole issue for determination, to wit;

**“Whether having regards to the entire facts and circumstances of this case, the Claimants are not entitled to the grant of the reliefs claimed in this case.”**

Learned counsel for the Claimants argued the issue in praying the court to find in favour of the Claimants and grant the reliefs sought.

I have carefully read and digested the said Final Written Addresses of Counsel for the parties. The settled position of the law in our adversarial system of law is that the burden of proof first lies on a party who asserts a state of affair and seeks a favourable court's pronouncement on that to lead evidence in proof of that, failing which, he fails. The burden of proof is however not static as it shifts from party to party until the issue in contention is resolved. See: Sections 131 to 133 of the Evidence Act 2011. See: **OKUBULE V OYAGBOLA (1990) 4 NWLR (PT. 147) P. 723; ELIAS V OMO-BARE (1982) 5 SC P. 25.**

Also, a party who asserts a state of affair in a civil matter and seeks Court's favourable pronouncement or declaration on

that, is to succeed on the strength of his case and not on the weakness or absence of defence by the adversary. He is however at liberty to rely on those aspects of the adversary's case that support his case, like admissions, in proof of his case. See: **NWAGA V REG. TRUSTEES OF RECREATION CLUB (2004) FWLR (PT. 190) P. 1360; TATAMA V JALOMI (2003) FWLR (PT. 181) P. 1682 and ELENDU V EKWOBA (1995) 3 NWLR (PT. 380) P. 704.**

Given this state of the law, the crucial issue that arises for determination, in my view, is:

**“Whether or not the Plaintiff who asserts and seeks for a favourable pronouncement of the Court in the terms of reliefs numbers i to vi of its Statement of Claim has made out a case on preponderance of evidence to justify a grant of them.”**

In the quest to proof their claims as earlier reproduced in the preceding part of this Judgment, the Claimants pleaded and led evidence through the 2<sup>nd</sup> Claimant testifying as PW1. The summary of the case of the Claimants is that the 2<sup>nd</sup> Claimants father was allocated Plot No. 2990, Cadastral Zone A04,, Asokoro District, Abuja by the 4<sup>th</sup> Defendant. Unfortunately, there was a previous allottee to the Plot whose

right had not been validly revoked before the said allocation was made to the 2nd Claimant's father.

In a bid to secure a replacement for the land, the 2nd Claimant was introduced to the 1st and 2nd Defendants who claimed that they could assist in securing an alternative allocation. They postured that they would have to be compensated for securing the alternative allocation and insisted that they should be given documents **of** title to another plot of land as security/assurance for the expected compensation. It was in the above circumstances that the documents of title to Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja, belonging to the 1st Claimant came into the hands of the 1st and 2nd Defendants. Two agreements (**exhibits P7 and P8**) were written as evidence of the transaction.

In **exhibit P8**, it is clearly stated that the document of title to Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja is;

***"to be kept in trust and not to be disposed of or be used as a collateral in securing bonds or loans by Mr. Wycliffe Hussaini nor any of his representatives nor anyone else for whatsoever reason."***

The said exhibit further provides that;

***"on completion of the deal... or the subsequent failure of Party B to secure the....., the offer letter of Party A kept in trust by Party B will be returned to Party A unconditionally"***

The 1st and 2nd Defendants who are described as **Party B** in **Exhibit P8** failed to deliver as pledged. The purpose for which **Exhibit P8** was executed failed, yet, rather than return the title document to Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja, the 1st and 2nd Defendants co-opted the 3rd Defendant in a bid to unlawfully take over the Claimants' property whereby the 3rd Defendant claimed to have bought the said plot of land from the 1st and 2nd Defendants.

All attempts and efforts made by the Claimants to retrieve the title documents to Plot No. 5977,, Cadastral Zone E23,, Kyami District,, Abuja from the 1st and 2nd Defendants failed, hence this suit.

The case of the Claimants is substantively against the 1st, 2nd and 3rd Defendants. **Exhibits P7** is an agreement signed by the 1st and 2nd Defendants with the 2nd Claimant wherein they provided their address as No. 16, Lagos Street, Garki II, Abuja. By order of this court, the Originating process and hearing notices for all adjournments in this case were pasted at the said address. Same goes for the 3rd Defendant. Yet, they did not appear nor file any process in response to the Claimants' processes. The result of which is

that the Claimants' case is unchallenged and uncontroverted by the 1st, 2nd and 3rd Defendants.

The position of the law is trite that where there is no evidence to challenge *the evidence* presented by a Claimant, the onus of proof is satisfied on a minimal proof. This was stated by the Court of Appeal in the case of **UBA PLC V. FADLALLAH (2021) LPELR-55184(CA)** where the court held that:

*"The required onus of proof on the Respondent to succeed on his claims, in the absence of a valid statement of defence and evidence thereon from the Appellant, was minimal proof."*

Also, the Supreme Court, in the case of **LARMIE v. DATA PROCESSING MAINTENANCE & SERVICES LTD, (2005) LPELR-1756 (SC) (PP. 38-39 PARAS E) Per. TOBI, J.S.C** held as follows:

*"The Court of Appeal was correct when it said at page 218 of the record: "Generally, in law, where the evidence is uncontradicted, the onus of proof is satisfied on a minimal proof since there is nothing on the other side of the scale."*

Furthermore, in the dictum of Abiru, J.C.A in **BAUCHI STATE GOVT V. GUMAU & ANOR (2019) LPELR-47061(CA) (PP. 45-46 PARAS. C)** he said;

*"It is trite law that the net effect of the failure of a defendant to file pleadings is that the assertions of the claimant in his pleadings stand unchallenged and are deemed admitted and established .....The benefit derived by a claimant is that in view of the failure of a defendant to either file a statement of defence and/or lead evidence, the onus on the claimant will be discharged on minimal evidence as there is no evidence to put on the other side of the imaginary scale Adewuyi Vs Odukwe (2005) 14 NWLR (Pt 945) 473 and Consolidated Resources Ltd Vs Abofar Ventures (Nig) Ltd supra."*

The Claimants in this case have pleaded facts, led credible and cogent oral as well as documentary evidence showing their clear entitlement to reliefs sought against the 1st, 2nd and 3rd Defendants, especially having regards to **Exhibits P7 and P8** which remains compelling and unchallenged, I therefore accept and find, on the strength of the compelling evidence adduced, that the case of the Claimants against the 1st, 2nd and 3rd Defendants, as admitted and established.

With regards to the 4th Defendant, the Claimants pleaded in paragraph 5 of the Statement of Claim that

*"The 4th Defendant is the person who constitutionally and statutorily superintends the management and*

*administration of all lands comprised within the Federal Capital Territory in trust for Nigerians".*

This, the 4th Defendant expressly admitted in paragraph 8 of the 4th Defendant's Statement of Defence. Here, I agree with counsel for the Claimants that, it is an elementary principle of law that hardly requires any citation of authorities that what is admitted needs no further proof. This position of the law was stated by the *Court of Appeal* in **FCMB PLC V. BENBOK LTD (2014) LPELR-23505(CA) (PP. 40 PARAS. B)** Where the court held that:

*"What is admitted in the pleadings needs no further proof. For no one sets out to prove what has not been denied.*

It is also an established position of the law that one of the reasons to join a party to a case is so that such a party will be bound by the outcome of the litigation. See **IGE & ORS V. FARINDE & ORS (1997) NWLR (PT. 354) 42 AND MEDUKAM V. EGEMOLE (2010) LPELR- 9143(CA) (PP. 21-26 PARAS. D).**

Flowing from the above, the joinder of the 4th Defendant as well as the relief sought against the 4th Defendant becomes essential so that the 4th Defendant will be bound by the outcome of the suit and to give life and effect to the reliefs sought against the 1st, 2nd and 3rd Defendants in this suit so that the court does not grant the reliefs sought in

vain. Accordingly, I hold the view and find that there is a clear need for the 4th Defendant to be bound by the outcome of this suit in order to give full effect to the decision of this court in this case.

On the whole, It is my Judgment that the Claimants herein have made out case on the preponderance of evidence, to entitle them to the relief sought. Accordingly, I hereby enter judgment for the Claimants and make the following orders:

- i. A **DECLARATION** that the right, legal interest and beneficial ownership of Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja validly vests and subsists in favour of the 1st Claimant is hereby granted.*
- ii. . A **DECLARATION** that all the steps, actions and/or transactions embarked or undertaken by the 1st and 2nd Defendants with the 3rd Defendant or any other person howsoever connected with them in respect of Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja is unlawful, illegal, null, void and of no effect whatsoever is hereby granted.*
- iii. . **AN ORDER OF INJUNCTION** compelling the 1st, 2nd and 3rd Defendants or any other person acting for or through them, to immediately and unconditionally return to the Claimants the original*

*title documents to Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja is hereby granted.*

- iv. . ***AN ORDER is hereby made directing the 4th Defendant to recognize and give effect to the right and interest of the 1st Claimant in and over Plot No. 5977, Cadastral Zone E23, Kyami District, Abuja to the exclusion of the 1st, 2nd and 3rd Defendants or any other person claiming through or under them.***
- v. ***AN ORDER is hereby made for award of the sum of 10,000,000.00 (Ten million naira) only as damages against the 1st, 2nd and 3rd Defendants jointly and severally.***

*I make no further Order as to cost.*

**SIGNED:  
HON. JUDGE  
13/06/2023.**

**Appearance:**

*F. S. Jimba, Esq, for the Claimants*

*ThankGod S. Alfa, Esq, for the 4<sup>th</sup> Defendant*