

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT MAITAMA

BEFORE HIS LORDSHIP : HON. JUSTICE Y. HALILU

COURT CLERKS : JANET O. ODAH & ORS

COURT NUMBER : HIGH COURT NO. 15

CASE NUMBER : SUIT NO: CV/11273/2020

DATE: : FRIDAY 23RD JULY, 2021

BETWEEN:

NWABUAJU MAURICE APPLICANT

AND

**1. ECONOMIC AND FINANCIAL RESPONDENTS
CRIMES COMMISSION (EFCC)**

2. NIGERIA UNION OF TEACHERS

3. MC GLOBAL NIGERIA LIMITED

JUDGMENT

The Applicant vides Originating Motion dated the 28th day of October, 2020 approached this Honourable Court for the following:-

- a. A Declaration that the continuing harassment, intimidation and threat of the 1st Respondent to revoke Applicant's bail and confiscate and take over the house of the Applicant located at plot No. 98 situate in Abuja Clinic By NIA with Right of occupancy No. FCT/M2TP/LA/2005/EB/209 is unlawful and an infringement of the Applicant's Fundamental Human Rights.
- b. A Declaration that the mode of taking possession of the title documents of the Applicant's house with Right of occupancy

No.FCT/M2TP/LA/2005/EB/209 is unlawful and an infringement of the Applicant's Fundamental Human Right.

- c. A Declaration that, the Fundamental Right of the Applicant is likely to be further infringed having regard to the continuous harassment, intimidation and threat of revoking his bail and further detention and eviction of the Applicant from his residence to confiscate, sell and or hand over the Applicant's House located at plot No. 98 situate in Abuja Clinic By NIA with Right of occupancy No. FCT/MZTP/LA/2005/EB/209 to the 2nd Respondent in fulfillment of a written contract between the Applicant and the 2nd Respondent.

- d. An Order of court enforcing the Fundamental Human Rights of the Applicant forthwith.
- e. An Order of Court for the 3rd Respondent to return to the Applicant the Title Documents lawfully handed to him by the Applicant under a written contract, which contract has failed but the documents found their way into the hands of the 1st Respondent.
- f. An Order redress and compensation in favour of the Applicant against the Respondents severally or jointly in the sum of N100,000,000.00 (One Hundred Million Naira) only and a written apology for the violation of the Applicant's Fundamental Human Rights.
- g. An Order of perpetual injunction restraining the 1st and 2nd Respondents by themselves or

through their representation from further intimidation, harassment, and threat or any further act of infringement or violation of the Applicant's Fundamental Human Right with respect to the Civil Contract Agreement entered on the 22nd day of January, 2015 thereof.

- h. An Order directing the 1st Respondent to return the sum of N1,000,000.00 (One Million Naira) being the sum the Applicant was forced to deposit with the 1st Respondent and a written apology for violation of the Applicant's Fundamental Right.
- i. General and Exemplary damages in the sum of N50,000,000.00 (Fifty Million Naira) for the continues threat and psychological and emotional torture.

j. And for such further Order or Orders as this Honourable court may deem fit to make in the circumstances.

The grounds upon which the application is brought is also contain therein.

In support of the application is an affidavit of 56 paragraph deposed to by the Applicant himself.

It is the case of the Applicant that sometimes on the 24th day of December, 2014, the 2nd Respondent awarded a contract to his company; Trucept Solution Limited, for the construction of 479 units of residential estate consisting of various specifications of houses for the members of the Union at the total cost of N4,093,000,000.00 (Four Billion, Ninety Three Million Naira) only. The letter of Award of

contract is hereby attached and marked as Exhibit “A”.

Applicant avers that, the Memorandum of Understanding (MOU) was entered into between the parties and the Applicant signed on behalf of Trucept Solutions on the 22nd day of January, 2015 vide Exhibit “B”.

That following the award of the said contract by the 2nd Respondent, he mobilized 10 skilled labourers, 50 unskilled labourers, and moved one (1) bull dozer and four (4) mixers to site and commenced work on clearing of the site and construction of various aspects of the housing units for the estate. And also hired and used 2 (two) Block Molding machines on the site for the construction for a period of two years at the cost of N5,000.00 (Five Thousand Naira)

each, per day for twenty four months, which is N10,000.00 (Ten Thousand Naira) times 26 days per month, times twenty four months which is N6,240,000.00 (Six Million, Two Hundred and Forty Thousand Naira) only.

That, all the tranches of monies transferred into his account by the 2nd Respondent within the two years period while the construction was on going was N130,000,000.00 (One Hundred and Thirty Million Naira) only. Which is far less than the 10% of the total cost as agreed under the contract.

That the total sum he transferred to the 2nd Respondent's Account from 7th September, 2015 to 6th May, 2016 based on their requested was N14,750,000.00 (Fourteen Million, Seven Hundred and Fifty Thousand Naira).

Applicant avers that, subtracting the N14,750,000.00 (Fourteen Million, Seven Hundred and Fifty Thousand Naira) from the total sum transferred into his account which is N130,000,000.00 (One Hundred and Thirty Million Naira) transferred in tranches to his account is equals to N116,250,000.00 (One Hundred and Sixteen Million, two Hundred and Fifty Thousand Naira) only.

That, despite the failure of the 2nd Respondent to honour their part of the contract in providing the 10% of the total cost and necessary assistance to the company aforementioned for obtaining the 90% from Federal Mortgage Bank of Nigeria (FMBN) through their Primary Mortgage Institute (PMI) to finance the entire project within time, Applicant went ahead to clear the site and began building of several structures at various stages on site. And that

he constructed 10 number of two (2) bedroom semi – detached bungalow Type C at the cost of N11,508,500.00 (Eleven Million, Five Hundred and Eight Thousand, Five Hundred Naira) only, but were demolished at the Order of the 2nd Respondent because of the sites provided by their own mistake.

That, the construction of the above mentioned buildings and other facilities on site was at various stages when the 2nd Respondent revoked the contract. The Revised Bills of Quantities for the construction of Housing Estate at Plot No. ED 1505 Lugbe Extension Layout FCT – Abuja is hereby attached and marked as Exhibit “D”

That he was forced to mortgage his house by the 1st Respondent in order to deposit N1,000,000.00 (One Million Naira) only before he will let go.

That the 1st Respondent went outside the scope of its Authority to compel him to deposit N1,000,000.00 (One Million Naira).

That by receiving and keeping his land documents without his consent is infringement on his rights.

That the 1st Respondent used their office to harass, intimidate, and threaten him, and continue to do same with respect to the contract agreement dated 22nd January, 2015.

That it is in the interest of justice to grant the application.

In line with law and procedure, a written address was filed wherein 4 issues for determination were formulated to wit;

- i. Whether this Honourable Court has the jurisdiction to enforce the Applicant's Fundamental Rights and grant the reliefs sought for in the instant application.
- ii. Whether having regards to the arrest and detention of the Applicant by the 1st Respondent in respect to the civil contract between the parties without a just cause, the Fundamental Rights of the Applicant have been infringed by the Respondents.
- iii. Whether having regards to the continuous threat to compulsorily take possession of the Applicant's immovable property and throw his family on the street and the continual threat to revoke the Applicant's bail and put him in

detention infringes the Fundamental Rights of the Applicant by the 1st and 2nd Respondents.

iv. Whether the Applicant is entitled to the reliefs sought.

On issue one, learned counsel submit that the Supreme Court of Nigeria has long laid the issue as to whether this Honourable Court has jurisdiction to enforce Fundamental Rights to rest in a plethora of authorities. The both the Federal High Court and the State High Court have concurrent jurisdiction to determine issue of Fundamental Rights. Section 46(1) of the Constitution of Nigeria 1999 (as amended), *GRACE JACK VS UNIVERSITY OF AGRICULTURE, MAKURDI (2004) 5 NWLR (Pt. 865) 208 S.C.*

On issue two, learned counsel submit that the Applicant by the averments or depositions contained in the supporting affidavit particularly paragraphs 37 to 54 of the Applicant's affidavit has demonstrably shown that the Fundamental Rights of the Applicant as provided has been infringed by the Respondents and is likely to be infringed. See 37, 41, 43 and 44 of the 1999 Constitution and Articles 2, 6, 12 and 14 of the African Charter on Human and Peoples Rights (Ratification and Enforcement) Act, (Cap. A9) Laws of the Federation of Nigeria 2004 were cited.

Learned counsel therefore submit that from the circumstance and facts of the case, the action of the Respondents is without doubt oppressive, outrageous, arbitrary, an abuse of power and unconstitutional. Award of exemplary damage is

therefore appropriate against the Respondents in the circumstance.

Upon service, the 1st Respondent file a counter affidavit of 22 paragraphs deposed to by one EzireUfuoma a litigation officer on the 1st Respondent Office.

It is the deposition of the 1st Respondent that the Applicant is the Managing Director/CEO of Trucept solution Ltd and a sole signatory to the company bank account with First Bank Plc. Attached and marked as Exhibit “EFCC 3(a) and 3(b)” are copies of Corporate Affairs Commission documents and First Bank account opening package respectively.

The 1st Respondent further deposed that the Union paid the sum of N132,050,000.00 in several trenches into Trucept Solutions Ltd First Bank Plc. account

number 3097684015 and 2023179420 as part of their 10% equity contribution.

That Analyses of Trucept Solutions Ltd First bank Account Numbers 3097684012 and 2023179420 revealed that Trucept Solutions Ltd expended the monies received above by;

- a. Fixed N10,000,000.00 in a fixed deposit in First bank Plc. on the 7th of September, 2015 which matured on 9th October, 2015 and credited into its First bank account number 3097684012. Attached and marked as Exhibit “EFCC 4” is the statement of account of Trucept Solutions Ltd First Bank account number 3097684012.
- b. On the 10th of September, 2015 and 31st May, 2016, the Applicant transferred the sums of N5,000,000.00 and N10,000,000.00 into his

personal account with FCT Microfinance Bank from which various cash withdrawal were made attached and marked as Exhibit “EFCC 5” is the FCT Microfinance Bank Statement of account of Nwabuju Maurice.

- c. The sum of N12,000,000.00 was transferred to Ecobank account of one AjanwachukwuNwabueze for the purchase of land located at No. 27, Unity Estate, Karu, Abuja on which he built a five bedroom duplex as his personal residence. Attached and marked Exhibit “EFCC 6 and 7” are copies of the Applicant’s statement volunteered after words of caution at the commission in presence of his lawyer and the deed of assignment of the land.

- d. The sum of N3,600,000.00 was transferred to one Chinedu Emmanuel a car dealer in Lagos for the purchase of one lexus RX330 SUV for his personal use.
- e. The total sum of N2,801,000.00 was transferred to Metrotile Nigeria Limited for the purchase of roofing tiles for the Applicant personal residence at 27, Unity Estate, Karu, Abuja. Attached and marked Exhibit “EFCC 8” is a copy of the receipt from Metrotile.

Respondent aver that the 1st Respondent sought the assistance of the Federal Ministry of Works and housing in quantifying the level of work done by the Applicant and his company Trucept Solutions Ltd, the Ministry statement that the total sum expended on the project was in the region of N19,363,415.43.

Attached and marked as Exhibit “EFCC 9” is a copy of the Ministry of Works and Housing report.

1st Respondent had filed a process for an interim forfeiture of the Applicant’s property at No. 27, Unity Estate, Karu, Abuja at the Federal High Court, Abuja attached and marked as Exhibit “EFCC 11” is a copy of the process filed at the Federal High Court.

That contrary to the depositions of the Applicant in his affidavit in support, the Applicant was never threatened, harassed nor intimidated by investigators of the commission.

That it will be in the interest of justice that this application be refused especially to the extent that it will affect the 1st Respondent.

In line with law and procedure, a sole issue was formulated for determination to wit;

“Whether in view of the facts and circumstances of this case the Applicant is entitled to his claims against the 1st Respondent”?

Learned counsel submit that all of the depositions contained in the Applicant’s affidavit in support of the Applicant’s application are speculative and this court does not act on speculation. Therefore, whoever comes to the court for any relief must place before the courts cogent and verifiable facts, as against mere speculation so, an Applicant’s right is only likely to be infringed where there are enough acts on the part of the Respondent aimed essentially and unequivocally towards the contravention of the Applicant’s right. ***EZEADUKWA VS MADUKA (1997) 8 NWLR (Pt. 518) page 635 at 660 – 661, NZEWI & ORS VS COMMISSIONER OF***

POLICE (2002) 2 HRLR 156 and A.G ANATBRA STATE VS CHIEF CHRIST UBA (2005) 15 NWLR (Pt. 1947) 44 were cited.

Counsel further submit that the Order of perpetual injunction restraining Respondents from arresting or detaining the Applicant is unconstitutional because it is an interference with the powers given by the law to the commission to investigate and prosecute crimes. ***ATTORNEY GENERAL ANAMBRA STATE VS CHEF CHRIS UBA (2005) 15 NWLR (Pt. 947) 44, JOLLY TEVORU NYAME VS FRN AIZIEAC NO. SC. 136/2009 at Page 49, EKWENUGO VS FRN (2001) 6 NWLR (Pt. 708) 171 at 185 paragraph H were cited.***

It is further the submission of the counsel that the exercise of the lawful responsibility of the

1st Respondent cannot amount to a breach of Fundamental Human Right of the Applicant. Counsel therefore urge the court to hold that the claim of the Applicant that his Fundamental Rights were breached or threatened to be breached are baseless and cannot stand. Counsel urge the court to dismiss the case.

Upon service, counter affidavit was filed by the second Respondent deposed to by one Comrade Akapson Festus Bajju the branch Union Chairman of Karshi of the Nigerian Union of Teachers.

It is the deposition of the 2nd Respondent that granting the application of the Applicant will amount to injustice to the 2nd Respondent and its poor teeming members who are frantically begging this court to do justice in this case.

In line with the law, written address was filed along with the affidavit where by two issues were raised for determination to wit;

“Whether in view of the accompanying affidavit, the 2nd Respondent is entitled by law, to report a crime Committed, or Believes or has knowledge that a crime has been, or is likely to be committed by a person, either against him or another citizen.”

“Whether in view of the facts and evidence submitted by the Applicant before this Honourable Court, the Applicant is entitled to the reliefs sought”.

On issue one, learned counsel submit that the 2nd Respondent wrote the petition dated 24th January, 2019 mentioned in paragraphs 26 and 27, out of

their apprehension of fraud, scam, diversion of money received from the petitioner, as a result of non – performance of his obligation under the contract, or abandonment of the project by the Applicant. That the 2nd Respondent did nothing more, other than continuously waiting for the outcome of the 1st Respondent’s investigation into the matter. ***FAJEMIROKUN VS COMMERCIAL BANK OF NIGERIA LTD (2009) JELR 46 (SC) was cited.***

On issue two, learned counsel avers that the Nigeria Police is a creation of the 1999 Constitution of the Federal Republic of Nigeria (as amended) and the Economic and Financial Crime Commission (EFCC) (Establishment) Act – 2002, LFN. That the special powers of the EFCC and the Police as law enforcement agencies of Government are explicitly

enumerated in section 4 of the Police Act. It is pertinent to note that the EFCC is empowered to carry out such activities as are necessary or expedient for the full discharge of all or any of the functions conferred on it under the Act. ***EZEADUKWA VS MADUKA (1997) 8 NWLR (Pt. 518), 635 at 663 paragraphs C-D was cited.***

Learned counsel submit further that Applicant failed to place before this court any proof to substantiate his allegations against the 2nd Respondent. Counsel further stated that, these allegations are criminal in nature and the Applicant must indeed, prove each allegation beyond reasonable doubt. ***HASSAN VS EFCC (2014) 1 NWLR (Pt. 1389) 607 at 637, DOKUBO ASARI VS FRN (2009) 37 NSCQR 1146 were cited.***

Upon service, Applicant filed a further affidavit wherein he stated that the depositions thereof regarding this case by one EziriUfuowa are false and misleading. Particularly paragraphs 5, 7, 9(iii), 10, 11, 12, 13, 15, 16, 17, 18, 19 and 20 are not true, incorrect and deliberately calculated at misleading this Honourable Court.

That, Trucept Solutions Ltd, his company did not receive N130,390,000.00 but N130,000,000.00 and at various intervals requested various sums from him to the tune of N14,750,000.00 (Fourteen Million Seven Hundred and Fifty Thousand Naira) only, which he transferred to the 2nd Respondent account.

That the valid contract entered into between Trucept Solutions Ltd and the 2nd Respondent was purely a civil contract and progressed considerably before the

2nd Respondent breached and went ahead and revoked it.

That the 1st Respondent is acting in bad faith under the instigation of the 2nd Respondent. That it is in the interest of justice to grant this application.

Written address was filed along with the affidavit wherein a sole issue was raised to wit;

“Whether the Economic and Financial Crime Commission (EFCC) can validly exercise its duties under the Act governing it in investigation and/or resolving of disputes arising or resulting from civil contracts or civil transaction.”

Learned counsel avers that the 1st Respondent did not care to advise the 2nd Respondent appropriately, but decided to use all its powers in intimidating,

harassing and forcing the Applicant to forfeit his properties contrary to the law and in blatant violation of the Fundamental Human Right of the Applicant in this case.

Learned counsel submit that the Applicant has placed sufficient material faith showing that his Fundamental Human Right has been infringed upon and he urged the court to enter judgment in favour of the Applicant accordingly.

Court:-

I have read carefully the affidavit in support of the application of the Applicant for the enforcement of his Fundamental Right, under the Fundamental Human Rights Enforcement Rules 2009, as amended, on the one hand and the counter affidavit filed by the Economic and Financial Crimes

Commission (1st Respondent) and the counter affidavit of the 2nd Respondent in opposition, on the other hand and the further and better affidavit filed by the Applicant in line with the Rules of Enforcement of Fundamental Rights.

Fundamental Rights have been said to be premodial.. some say it is natural or God given Rights.. Text books writers like the renowned Professor Ben Nwabueze (S.A.N) have opined that these rights are already possessed and enjoyed by individuals and that the “Bills of Rights” as we know them today “created no right de novo but declared and preserved already existing rights, which they extended against the legislature.

It is instructive to note that magna carta 1215 otherwise called “Great charter” came to being as a result of the conflict between the king and the barons, and petition of rights 1628 which is said to embody sir Edward Coke’s concept of “due process of law” was also a product of similar conflicts and dissensions between the king and parliament.. nor was the Bill of Rights 1689 handed down on a “platter of Gold”.. that bill drawn by a young barrister John Somers in the form of declaration of right, and assented to by king Williams secured interalia for the English People, freedom of religion, and for judges, their independence.

England has no written consitution with or without entrenched human Rights provisions however, the three bills of rights alluded to earlier, formed the bed

rock of the freedom and democratic values with which that country has to this day been associated..

On the part of French People, the French revolutionaries had to attack the Bastille, the Prison house in paris, to proclaim the declaration of rights of man and citizen in 1789.. the object of the revolution was to secure equality of rights to the citizen.. two years after, American peolpe took the glorian path of effecting certain amendments.. they incorporated into their constitution, a Bill of rights which is said to be fashioned after the English Bill of Rights..

It is noteworthy that ever before the amendment of its constitution, the Americans had to fight a war of independence in 1776 and had proclaimed thus:-

“We hold these truths as self evident, that all men are created equal, that they are endowed by their creator with certain inalienable rights that among these are life, liberty and pursuit of happiness.”

It can therefore be gleaned from history that the pursuit of freedom, equality, justice and fairness is not peculiar to any race or group.. it is indeed a universal phenomenon, hence man has striven hard to attain this goal.

The universal declaration of human rights which was adopted by the United Nation General Assembly on the 10th December, 1948, three years after the end of the 2nd world war, was mainly geared towards ensuring a free world for all, regardless of status.

Nigeria did not have to fight war to gain independence from the British.. it was proclaimed that our independence was given to us on a “platter of gold.”

What the minority groups demanded was the right to self – determination which they believed could offer them an escape route from the “tyrranny” of the majority ethnic groups in the regions.

The commission that investigate their fears went out of its way to recommend the entrenchment of Fundamental Human Right in the Constitution as a palliative, as a safeguard and as a check against alleged “oppressive conduct” by majority ethnic groups.

We have had our Fundamental Human Rights carefully captured and entrenched under chapter IV

of the 1999 constitution of the Federal Republic of Nigeria as amended.. as sacrosanct as those rights contained in chapter IV of the Constitution of Federal Republic of Nigeria are, once there is any good reason for any of the rights to be curtailed, they shall so be and remain in abeyance in accordance with the law and constitution.

Fundamental Human Right Enforcement Rules is not an outlier for the dubious and criminal elements who always run to court to seek protection on the slightest believe that they are being invited by law enforcement agencies..

The essence of this legal window is to ensure that every action by government or her agencies is done according to law.

I have juxtaposed some relevant paragraphs of affidavit in support of the application and also the further affidavit with the counter affidavit of the Respondents in vehement oppoisiton to the application for the enforcement of Fundamental Human Rights of the Applicant. I shall attempt in resolving the issues raised in the respective written addresses and affidavit evidence, reproduce some paragraphs of the Respondent's counter affidavit as follows:-

Paragraph 10 of counter;

Analysis of Trucept Solutions Ltd First Bank Account Numbers 3097684012 and 2023179420 revealed that TRUCEPT SOLUTIONS LTD expended the monies received above by:

- i. *“Fixed N10,000,000.00 in a fixed deposit in First bank Plc. on the 7th of September, 2015 which matured on 9th October, 2015 and credited into its First bank account unnumber 3097684012. Attached and marked as Exhibit “EFCC 4” is the statement of account of TRUCEPT SOLUTIONS LTD First bank account number 3097684012.”*

- ii. *“On the 10th of September, 2015 and 31st May, 2016, the Applicant transferred the sums of N5,000,000.00 and N10,000,000.00 into his personal account with FCT Microfinance bank from which various cash withdrawals were made. Attached and marked as Exhibit “EFCC 5” is the FCT Microfinance Bank statement of account of Nwabuju Maurice.”*

- iii. *“The total sum of N54,090,000.00 were cash/self – withdrawals.”*
- iv. *“The sum of N12,000,000.00 was transferred to Ecobank account of one Ajanwachukwu Nwabueze for the purchase of land located at No. 27, Unity Estate, Karu, Abuja on which he built a five – bedroom duplex as his personal residence. Attached and marked Exhibit “EFCC 6” and “7” are copies of the Applicant’s statement volunteered after words of caution at the Commission in presence of his lawyer and the deed of assignment of the land.”*
- v. *“The sum of N3,600,000.00 was transferred to one Chinedu Emmanuel a car dealer in Lagos*

for the purchase of one Lexus RX 330 SUV for his personal use.”

vi. *“The total sum of N2,802,000.00 was transferred to Metrotile Nigeria Limited for the Purchase of roofing tiles for the Applicant personal residence at 27, Unity Estate, Kura, Abuja. attached and marked Exhibit “EFCC 8” is a copy of the receipt from Metrotile.”*

Whereas the Applicant stated as thus;

Paragraph 5;

“That, the Memorandum of Understanding (MOU) was entered into between the parties and I signed on behalf of Trucept Solutions Ltd as the Managing Director which contract was brought into operation on the 22nd day of January, 2015. The said memorandum of

Understanding is hereby attached and marked as Exhibit “B”.

Paragraph 10;

“That, I paid the labourers all through the period of the construction between 6th day of February, 2015 to 13th day of August, 2018. The payment is clearly stated in the Bill of Quantity.”

Paragraph 11;

“That I thereafter hired and used 2(two) Block Molding Machines on the site for this construction for a period of two years at the cost of N5,000.00 (Five Thousand Naira) each, per day for twenty four months, which is N10,000.00 (Ten Thousand Naira) times 26 days Per Month, times Twenty Four Months

which is N6,240,000.00 (Six Million, Two Hundred and Forty Thousand Naira) only.”

Paragraph 12;

“That I equally hired and used 3 (Three) Power Generating Plants on the site at the cost of N3,760,000.00 (Three Million Seven Hundred and Sixty Thousand Naira) only.”

The Economic and Financial Crime, Commission (EFCC) is established under part 1 of the EFCC Act 2004, with its functions clearly stated therein.

Section 1 (2) c of the Act refers the Economic Financial Crime Commission (EFCC) to as the designated financial intelligence unit (FIU) in Nigeria, charged with the responsibility of co-ordinating the various institutions involved in the fight against money laundering and enforcement of

all laws dealing with Economic and Financial Crimes in Nigeria.

The functions of the Economic and Financial Crime Commission (EFCC) is provided for specifically under section 6 (a-g) of the EFCC Act.

I shall highlight some of the functions in resolving the suit in view, as follows;

1. Investigation of all financial crimes including advance fee fraud, money laundering, counterfeiting, illegal charge transfer, futures market fraud, fraudulent endorsement of negotiable instruments, computer credit card fraud, contract scan etc.
2. The adoption of measures to identify, trace, freeze, confiscate proceeds derived from terrorists activities, economic and financial

crimes related offences or the properties the value of which corresponds to such proceeds;

3. The adoption of measures to eradicate the commission of economic and financial crimes, amongst other functions numerously itemised under the aforementioned section of the Act.

Enforcement of Fundamental Human Right matters is usually begun vide motion on notice with affidavit and written address.

Needless to mention that it is fought and won on the paragraphs of affidavit and written address.

For all intents and purposes, Respondents are a reputable commission with mandate to ensure Nigeria becomes, corrupt free and the mandate to bring to book those adjudged corrupt and also repatriate in liason with other sister agencies abroad,

monies stashed offshore believed to have been gotten corruptly.

It is indeed our collective responsibilities to ensure all hands are on deck for all agencies of government to work well and achieve the desired results.

However, that cannot be done in utter disregard for the constitutionally provided rights, which are well guaranteed.

The Nigerian constitution is founded on the Rule of law the primary meaning of which is that everything must be done according to law.

It means also that government should be conducted within the framework of recognized rules and principles which restrict discretionary power which coke colourfully spoke of as ‘golden and straight

metwant of law as opposed to the uncertain and crooked cord of discretion.

The law should be even handed between the government and citizens..*OBASEKI (JSC)* as he then was re-echoed the essence of the Rule of law in the case of *GOVERNMENT OF LAGOS STATE VS OJOKWU (1986) ALL NLR 233*.

Indeed, the Rule of law knows no fear, it is never cowed down; it can only be silenced. But once it is not silenced by the only arm that can silence it, it must be accepted in full confidence to be able to justify its existence. See *GARBA VS FEDERAL CIVIL SERVICE COMMISSION & ANOR (1988) NWLR (Pt. 71) 449*.

MOH'D BELLO (then CJN) at the 6th International Appellate Judges Conference in Abuja in 1992, said:-

“Judges should excel by doing the essence of justice which is to give a person what is lawfully due to him, to compel him to do what the law obliges him to do and restrain him from doing what the law enjoins him not to do”.

I have seen Exhibit “EFCC 3B” annexed by Respondent i.e investigation activities on account 2023179420 and 3097684012.

I have equally seen Exhibit “EFCC 4” which is the statement of account of the Applicant wherein 1st Respondent alleged that monies were transferred to Applicant’s personal account and that

N10,000,000.00 was paid in a fixed deposit account with First Bank, and that the sum of N3,600,000.00 was transferred to one Chinedu Emmanuel a car dealer in Lagos for the purchase of one Lexus RX 330 SUV for his personal use.

I shall ask Applicant the following questions:-

1. Why was N10,000,000.00 (Ten Million Naira) moved and paid into a fixed deposit account in First Bank?
2. Why were funds transferred to Chinedu the car dealer for the purchase of a personal Lexus?
3. Why would funds meant for building of houses for members of 2nd Respondent be diverted to personal use?

This is clearly a case of breach of trust which has element of criminal tremor.

From the totality of what has played out as aptly stated in the affidavit in support of the application for the enforcement of Fundamental Human Right and the counter affidavit filed by the Respondents in opposition, it is most clear that Applicant and Respondents know the truth. Indeed it is the court that is on trial here.

Human Rights are moral Principles or norms that describe certain standards of human behavior, and are regularly protected as legal rights in Municipal and International Law. They are commonly understood as inalienable Fundamental Rights.. These Rights are based on the belief that everyone is equal and should have the same right and

opportunities. Embedded in these rights are the abilities to understand another person's feelings, experience and the rule of law.

These rights, it could be safely said, impose an obligation on all persons as human beings to respect the human rights of others.. However, these rights can be taken away though as a result of due process based on certain circumstances.

It is my considered judgment that the Applicant, being desirous of covering his wrong hurriedly rushed to court to frustrate the 1st Respondent from investigating the how and manner he diverted monies given to him to carryout contract for 2nd Respondent.

Eventhough Applicant made several averments in the supporting affidavit in support of the

application, He has failed to convince the court that he is entitled to any of the sought reliefs.

The court is not a sanctuary for the dubious minds who often run – to for cover after shirking from their obligation, as done by Applicant in this situation.

There is no right of Applicant known to law breached here worthy of any judicial intervention by way of any order as contemplated by the Applicant.

The primary relief is declaratory in nature. The affidavit evidence of the Respondent is more superior and very technically and legally convincing.

I shall refuse this application because it is most unmeritorious and specially packaged to deceive this court.

God forbid.

On the whole therefore, suit No. **CV/11272/2020** having failed to meet the requirement of the law is hereby dismissed.

Justice Y. Halilu
Hon. Judge
23rd July, 2021

APPEARANCE

AguAondongo with A.A Ako – for the Applicant.

J.O Okere – for the 2nd Respondent.

Other Respondents not represented in court.