

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT HIGH COURT GUDU - ABUJA
ON WEDNESDAY THE 30TH DAY OF OCTOBER, 2024.
BEFORE HIS LORDSHIP; HON. JUSTICE MODUPE R. OSHO-ADEBIYI
SUIT NO. FCT/HC/M/10627/2023
MOTION NO: M/9716/2024

BETWEEN:

- 1. SARATU MILLER----- APPLICANTS/RESPONDENTS**
- 2. IBRAHIM MILLER**

AND

- 1. UPPER AREA COURT, GUDU-ABUJA**
- 2. HAJIYA AISHATU JARMA ADDAGANA**
- 3. MOHAMMAD ABUBARAR JARMA (ADMINISTRATOR OF
THE ESTATE OF LATE AHMED ABUBAKAR JARMA)**
- 4. MOHAMMED BABA JARMA ----- RESPONDENTS**
- 5. ABUBAKAR KAWU JARMA**
- 6. MAJOR AHMED ABUBAKAR JARMA**
- 7. MOHAMMED JAURO JARMA**
- 8. AHMED HAJI JARMA**
- 9. ESTATE OF LATE AHMED ABUBAKAR JARMA**

AND

**LILLEKER BROTHERS NIGERIA LIMITED ----- APPLICANT (party
seeking reliefs by way
of interpleader)**

RULING

By a Motion on notice brought pursuant to Order 48 Rule 1,2 (a, b, c) and 7 of the High Court of the FCT Abuja (Civil Procedure) Rules 2018 and under the inherent jurisdiction of this Court, the Applicant is praying the Court for the following orders;

- 1. An Order of this Honourable Court adding or joining Lilleker Brothers Nigeria Limited as Interpleader in the instant Originating Motion, suit No FCT/HC/M/10627/2023 between Saratu Miller and Anor v Upper Area Court, Gudu Abuja and 8ORS.**

2. An order of this Honourable Court directing Lilleker Brothers Nigeria Limited to pay into the registry of this Honourable Court the sum of N5,000,000.00 (Five Million Naira) as annual rent covering the period 24th June 2024 to 23rd June 2025, over the property located at 13B Kumasi Crescent, Wuse 2 Abuja, being the subject matter of dispute in the substantive Originating Motion.
3. And for such orders or other orders as this Honourable Court may deem fit to make in the circumstances of this case.

Summarily the grounds upon which this objection is predicated are that the Applicant in this case is the lawful tenant of the property, having entered into a tenancy agreement with the now-deceased landlord, Ahmed Abubakar Jarma, covering the period from June 2013 to June 2024. The heirs of the landlord (Claimants and Defendants) are in a dispute over the inheritance of the property, and the Applicant's tenancy expired in June 2024. Despite attempts to vacate, the Applicant remains in the property as a tenant at sufferance. The Applicant, as a tenant at sufferance, acknowledges a debt owed to the landlord of the property at No 13B Kumasi Crescent, Wuse 2, Abuja. Due to an ongoing dispute between the involved parties, the Applicant is unable to pay rent to either side. The former tenancy was valued at N3,000,000 annually, but the Applicant is willing to pay N5,000,000 as rent for the year June 2024 to June 2025 into the court registry. The Applicant has no interest in the ownership dispute, is not colluding with any party, and seeks to deposit the rent for the rightful landlord's benefit, as determined by the court.

In support of the application is a 7 paragraph affidavit deposed to by Benjamin Umaru Ejehson, a litigation assistant in the employment of counsel to the Applicant for interpleader. In summary deponent averred that the Applicants and Respondents are relatives of the late landlord, Ahmed Abubakar Jarma and are in court over who rightfully inherits the property. That the Applicant for interpleader is a limited liability company in Nigeria, currently a tenant at a property in Abuja. That the landlord, Ahmed Abubakar Jarma, passed away intestate (without a will) in 2014. The Applicant has a tenancy agreement for the property from June 24, 2013, to June 23, 2024, with an annual rent of N3,000,000. That the Applicant's rent was to be deducted from the cost of renovations that the Applicant had funded in 2013, as agreed with the late landlord. The Applicant renovated the leased property, deducting costs annually. In February

2022, the 2nd to 9th Defendants informed the Applicant of a court judgment granting them ownership and their intention to reclaim the property. The Applicant contested this, arguing it wasn't part of the initial proceedings and that the eviction process was improper. That a court dismissed the Applicant's case in December 2023, emphasizing the need for lawful eviction procedures. That as of May 2024, the property's ownership is still in litigation, and the Applicant, facing a lease expiration in June 2024, has unsuccessfully been searching for a new residence. Attached are five (5) documents marked as follows;

- i. A copy of certificate of incorporation of the Applicant marked Exhibit LB1.
- ii. A copy of a letter of counsel to the 2nd -9th Defendants dated 25/2/2022 marked Exhibit LB2.
- iii. A certified true copy of judgment of the Upper Area Court delivered 17/01/2022 marked Exhibit LB3.
- iv. A CTC of the judgment aforesaid marked Exhibit LB4.
- v. A copy of the letter aforesaid marked Exhibit LB5.

The Applicant's Counsel also filed a written address. In moving the address, Applicant relied on all the depositions in the affidavit and adopted his written address as argument in support of this application. Counsel raised a sole issue for determination in the written address, which is,

“Whether by the facts and circumstances of this application, the Applicant has shown:

- a. Absence of personal interest in the ownership dispute between the parties in the substantive suit;
- b. Absence of collusion between the Applicant and any of the parties in the substantive suit; and
- c. Willingness to pay into court the subject matter of this application being rent for the demised premises for the year starting 24th June 2024 — 25th June 2025; to warrant the grant of the instant application by this Honourable Court?”

Summarily learned counsel submitted that upon the resolution or determination of the ownership of the demised premises, the rightful heir of the Applicant's late landlord will by consequential effect of the outcome of this pending litigation be entitled to the rent sought to be paid by this application. That the instant application as presently constituted saves the time of the court as well as the time and resources of the respective parties. Counsel further submitted that

although interpleader proceedings are more common for post judgment proceedings affecting sheriffs and other officers of the court, it is also applicable for other cases such as the instant case wherein the Applicant from whom the parties in the substantive claim interest in the premises wherein the Applicant resides. Counsel then submitted that in its present position and capacity as a tenant at sufferance, the Applicant cannot stay over the demised premises without payment of rent, litigation over ownership of the premises notwithstanding. Counsel submitted further that by their disputed adverse rights, it will amount to an act of collusion and dishonour to this Honourable Court for the Applicant to commence a landlord/tenant relationship with either of the parties in the substantive application as such relationship will be prejudicial to the interest of the other party and the eventual outcome of the suit. Counsel therefore submitted that the Applicant having not been able to vacate the demised premises, is bound to take a step which is to the overall interest of all the parties in this suit. That the Applicant has shown sufficient grounds for the grant of the instant application which is with respect harmless and furthers the preservation of the value of the demised premises pending litigation. Counsel urged the court to resolve the sole issue in the affirmative and in favour of the Applicant. Counsel relied on the following authorities: **Order 48 Rules 1, 2, and 3 of the High Court of the Federal Capital Territory (Civil Procedure) Rules 2018** and **Nwekeson v. Onuigbo (1991) 3 NWLR (Pt. 178) 125**.

The Applicants and the Defendants in this instant suit did not object to this applicant.

I have considered the processes before this court, the issue for determination is;

“Whether the Applicant has made out a case for the grant of this application”.

The **Black's Law Dictionary, Tenth Edition** gives an insight into what interpleader summons is all about by defining the following words or terms "interplea"; "interplead" and "interpleader" on page 943 as follows:

***“interplea.** (17c) A pleading by which a stakeholder places the disputed property into the court's registry; the plea made by an interpleader. See INTERPLEADER.*

***interplead,** vb. (16c) 1. (Of a claimant) to assert one's own claim regarding property or an issue already before the court. 2. (Of a*

stakeholder) to institute an interpleader action, usu. by depositing disputed property into the court's registry to abide the court's decision about who is entitled to the property. Cf. IMPLEAD.

interpleader, n. (16c) 1. A suit to determine a right to property held by a usu. disinterested third party (called a stakeholder) who is in doubt about ownership and who therefore deposits the property with the court to permit interested parties to litigate ownership. • Typically, a stakeholder initiates an interpleader both to determine who should receive the property and to avoid multiple liability. Fed. R. Civ. P. 22. See STAKEHOLDER (1). Cf. IMPLEADER; INTERVENTION (1); IMPLEADING. 2. Loosely, a party who interpleads. — Also termed (in civil law) concursus.

"Interpleader is a form of joinder open to one who does not know to which of several claimants he or she is liable, if liable at all. It permits him or her to bring the claimants into a single action, and to require them to litigate among themselves to determine which, if any, has a valid claim. Although the earliest records of a procedure similar to interpleader were at common law, it soon became an equitable rather than a legal procedure." Charles Alan Wright, *The Law of Federal Courts* S 74, at 531 (5th ed. 1994).

Order 48 Rules 1 and 2 of the High Court of the Federal Capital Territory (Civil Procedure) Rules, 2018 provides thus:

1. "Relief by way of Interpleader may be granted where the person seeking relief "the applicant" is under liability for any debt, money, goods, or chattels, for or on which he is, or expects to be sued by two or more parties " the claimants" making adverse claims. But where the applicant is a sheriff or other officer charged with the execution of process by or under the authority of the High Court, the provisions of Section 34 of the Sheriffs and Civil process Act and the rules made under it shall apply.
2. The applicant must satisfy the judge by affidavit or otherwise that he:
 - (a) Claims not interest in the subject matter in dispute other than for charges or costs;
 - (b) Does not collude with any of the claimants; and
 - (c) Is willing to pay or transfer the subject matter into court or to dispose of it as the judge may direct.

This is a case of a stakeholder's interpleader where a disinterested third party who holds money or property, the right to which is disputed between two or more other parties (who is in doubt about

ownership) and who therefore deposits the property with the court to permit interested parties to litigate ownership.

By the foregoing provisions, this application is a stakeholder interpleader and the Court is satisfied with the annexures and the depositions in the affidavits in support of this application particularly paragraphs 5 (c, d, l, o, p & q) and 6 (ii,iii & iv) which are that the Claimants and the Defendants are disputing the rightful inheritance of the property located at No 13B Kumasi Crescent Wuse 2 Abuja wherein the Applicant occupies as tenant; That the tenancy agreement between the Applicant and the late Ahmed Abubakar Jarma (Deceased) and the Estate of Late Ahmed Abubakar Jarma was for a period of 11 years commencing 24th of June 2013 — 23rd of June 2024, at the rent of N3, 000, 000 (Three Million Naira) per annum; That by a letter dated 30th May 2024, the Claimants informed the Applicant that the ownership of the demised premises is now a subject matter of a pending litigation between the Claimants and the Defendants; That the Applicant is willing and ready to pay into the registry of this Honourable Court, the sum of N5,000,000 (Five Million Naira) as annual rent for the year starting 24th June 2024 - 23rd June 2025; That the Applicant has no interest in the ownership or inheritance dispute over the demised premises between the Claimants and the Defendants; That the Applicant does not collude with any of the parties in the substantive originating summons; That as a tenant at sufferance, the Applicant owes a debt due to the landlord of No 13B Kumasi Crescent Wuse 2 Abuja; That by the pending dispute between the parties in the substantive originating motion, the Applicant is not able to pay either the Claimants or the Defendants rent for the period of Applicant's stay in the demised premises as a tenant at sufferance; And that the Applicant intends by this application to pay rent due for the demised premises into this Honourable Court for the security and benefit of the rightful new landlord of the demised premises as may be determined by this Honourable Court or any other court.

Hence the Applicant has satisfied the requirement of **Order 48 Rules 1 and 2 of the High Court of the Federal Capital Territory (Civil Procedure) Rules, 2018** to satisfy a grant of this application. This being the case, there is no reason why the application should not be granted.

It is accordingly granted as prayed. In consequence it is hereby ordered as follows;

1. The Applicant, Lilleker Brothers Nigeria Limited is hereby joined as an Interpleader in the instant Originating Motion, suit No FCT/HC/M/10627/2023 between Saratu Miller and Anor v Upper Area Court, Gudu Abuja and 8ORS.
2. Lilleker Brothers Nigeria Limited is hereby directed to pay into the chief registrar's account of this Honourable Court the sum of N5,000,000.00 (Five Million Naira) as annual rent covering the period 24th June 2024 to 23rd June 2025, over the property located at 13B Kumasi Crescent, Wuse 2 Abuja, being the subject matter of dispute in the substantive Originating Motion.
3. The said sum and all sums paid by Applicant into the chief registrar's account **SHALL** be fixed into an interest yielding account by the chief registrar and all monies in the said account plus interest **SHALL** be paid to the rightful beneficiary as decided by the court upon judgment within 7days of the application.

Parties: Absent

Appearances: F. O. Anuwe appearing for the interpleader. Applicant and Respondent are not represented.

HON. JUSTICE MODUPER. OSHO-ADEBIYI
JUDGE

30THOCTOBER, 2024