

**IN THE CHIEF DISTRICT COURT OF FCT
HOLDEN AT LIFE CAMP, ABUJA
BEFORE HIS WORSHIP: IBRAHIM VERA ENEABO CDJ I
ON THE 4TH DAY OF DECEMBER, 2023.**

SUIT NO. CV/LFC/SCC/16/2023

BETWEEN:-

ZELRA REALTY NIGERIA LTD ----- CLAIMANT

AND

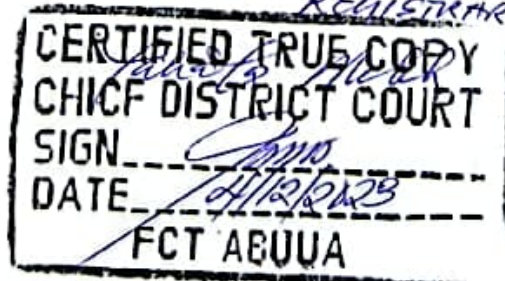
MR. DAVIES JEDY AGBA ----- DEFENDANT

Azubike .I. Ogbonna ----- For Claimant

JUDGMENT

The Claimant filed this Suit via service forms SCA 2 and SCA3 with respect to a Three (3) Bedroom Flat and BQ situate at Plot 168 Zone B09, Kado-Kuchi, Abuja within the Jurisdiction of this Honourable Court seeking the following reliefs against the Defendant:-

1. An Order of Court directing the Defendant to pay the Claimant arrears of rent from the 13th day of March, 2023 to the 12th day of July, 2023 in the sum of ₦1,000,000 (One Million Naira) only.
2. An Order of Court directing the Defendant to pay to the Claimant the prorated service charge for same period stated above
3. An Order of Court directing the Defendant to pay to the Claimant the sum of ₦684,400 (Six Hundred and Eighty Four Thousand, Four Hundred Naira) only as cost of removing the wall paper Defendant affixed on the property and screeding and repainting the interior walls of the property.
4. An Order of Court directing the Defendant to pay to the Claimant the sum of ₦400,000 (Four Hundred Thousand Naira) only as cost of litigation.
5. An Order directing Defendant to pay the Claimant 10% post Judgment interest on the Judgment sum from the date of Judgment until same is liquidated.



PW1 Mr. Thomas Omale .O. adopted his Witness Statement on Oath, he tendered a Letter of Appointment, a Tenancy Agreement, Three (3) Letters of Rent Demand, a Notice to Quit, Two (2) Quotation and an E-mail printout in support of the claims. This Court ordered service of hearing notice on Defendant but despite proof of service of same on the Defendant, the Defendant failed or refused to appear.

It is trite that a Defendant whose been given opportunity to defend but fails to utilize same should not be allowed to frustrate the Claimant or waste the time of the Court. See MR. EMMANUEL MADUIKE .V. TETELIS NIG. LTD (2015) NGCA 9.

Accordingly Judgment is in favour of the Claimant as per the claims for rent arrears, service charge but Defendant should have the option of effecting the repairs claimed in No. 3 of the reliefs sought or payment of the sum claimed to the Claimant to effect the repairs.

I make no order as to cost or interest.

Signed
CDJ I
4/12/2023

