

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT COURT 9, AREA 11, GARKI, ABUJA
BEFORE HIS LORDSHIP: HON. JUSTICE S. B. BELGORE**

**MOTION NO. FCT/HC/M/3825/2024
DATE: 6/12/2024**

B E T W E E N

ALHAJI HARUNA JIBRIN & 600 ORS.

} JUDGMENT CREDITOR

AND

- 1. NASARAWA STATE**
- 2. NASARAWA STATE GOVERNMENT**
- 3. NASARAWA STATE PENSION BOARD**
- 4. THE ATTORNEY GENERAL & COMMINER
FOR JUSTICE**
- 5. AKWANGA LOCAL GOVERNMENT**
- 6. AWE LOCAL GOVERNMENT**
- 7. DOMA LOCAL GOVERNMENT**
- 8. KARU LOCAL GOVERNMENT**
- 9. KEANA LOCAL GOVERNMENT**
- 10. KEFFI LOCAL GOVERNMENT**
- 11. KOKONA LOCAL GOVERNMENT**
- 12. LAFIA LOCAL GOVERNMENT**
- 13. NASARAWA LOCAL GOVERNMENT**
- 14. NASARAWA EGGON LOCAL GOVERNMENT**
- 15. OBI LOCAL GOVERNMENT**
- 16. TOTO LOCAL GOVERNMENT**
- 17. WAMBA LOCAL GOVERNMENT**

**} JUDGMENT DEBTORS/
RESPONDENTS**

AND

1. ZENITH BANK PLC
 2. FIDELITY BANK PLC
 3. FIRST CITY MONUMENT BANK LTD.
 4. UNITED BANK FOR AFRICA PLC
 5. UNION BANK OF NIGERIA PLC
 6. ECO BANK PLC
 7. STANBIC IBTC PLC
 8. HERITAGE BANK PLC
 9. ACCESS BANK PLC
 10. POLARIS BANK LTD.
 11. STERLING BANK PLC
 12. UNITY BANK PLC
 13. GUARANTY TRUST BANK LTD.
 14. FIRST BANK OF NIGERIA LTD.
 15. KEYSTONE BANK PLC
- } GARNISHEES

RULING

The Judgment Creditors/Applicants vide a Motion with Motion Number M/589/2021 prayed this Court essentially for a sole relief which is:

“An Order of the Honourable Court setting aside the ruling of the Hon. Court delivered on the 21st day of August, 2020, which ruling set aside the Order Nisi granted by the Court on the 22nd day of July, 2020, as the said Ruling was obtained by mis-representation of facts and deceit practiced on the Honourable Court.”

The Motion was brought pursuant to Order 43 Rule 1 of the Rules of this Court. It is supported by an affidavit of 16 paragraphs deposed to by A. Mathew Owuna with 7 exhibits attached. It is also accompanied with a written address.

Mr. Okpale of Counsel to the Applicant moved the application summarily. He relied on all the processes filed and adopted his written address as his submission and arguments in urging the Court to grant his application.

While adumbrating in Court, Mr. Okpale submitted that this application is brought based on the deceit practiced on the Court by the Respondent, which is predicated on Exhibit 2 attached to the supporting affidavit.

He submitted that the Supreme Court said the Court can set aside its own decision based on deceit. He cited the case of **ABBA VS. ALHAJI HARUNA & 2 ORS. (2023) ALL FWLR (PT. 1204) 825.**

He contended further that the Judgment Debtors/Respondents filed two counter-affidavit wherein they did not deny the fact of hiding the minutes of the meeting from the Court. He said they even admitted that the minutes relate to the two cases. He referred the Court to paragraph 4.7 – 4.12 of the address accompanying the counter-affidavit dated 6/12/2021.

Finally, he urged me to grant his application.

The 16th Garnishee Bank which is the Apex Bank of the land; Central Bank of Nigeria through his Counsel Rotimi Oketade, Esq. filed a counter-affidavit of 11 paragraphs deposed to by one Omega Elisha with a written address. He relied on all the processes filed by him and

as well adopted his written address as his oral argument in urging the Court to refuse this application.

The grounds upon which this application is premised are as follows; they are 9 (nine) in number.

- (1) The Court granted an Order Nisi on the 22nd day of July, 2020.
- (2) The Judgment Debtor/Applicant brought an application praying the Court to set aside the order nisi on the ground that the judgment sought to be enforce has been compromised.
- (3) The basis for alleging that the judgment was compromised was the minutes of the meeting held on the 16th day of June, 2020 attached to the application as exhibit MOJ2.
- (4) The meeting in MOJ2 was held with view of settling the dispute in suit No. NICN/MKD/24/2020 then pending before the National Industrial Court of Nigeria, sitting in Makurdi.
- (5) That based on the resolutions at the meeting of the 16th June, 2020, as per exhibit MOJ2, terms of settlement was drawn up by the parties in suit No. NICN/MKD/24/2020 on the 20th day of July, 2020 and filed in Court.
- (6) The National Industrial Court of Nigeria, sitting in Makurdi, on the 24th day of July, 2020, on the application of the parties to the suit made the terms of settlement the Consent Judgment of the Court, which judgment in paragraph 6 thereof stated that **“The terms of settlement shall be binding on all parties in suit No. NICN/MKD/24/2020”**.

- (7) The Judgment Debtor/Respondent did not bring the above facts, which shows that the resolutions in the minutes of the meeting in exhibit MOJ2 has culminated in a consent judgment in suit No. NICN/MKD/24/2020 and therefore spent and/or that it was not made with reference to the suit sought to be enforced to the knowledge of the Honourable Court.
- (8) The Judgment Debtor/Respondent deliberately misrepresent the facts to the Honourable Court and thereby deceived the Honourable into setting aside the order nisi validly obtained on the 22nd day of July, 2020.
- (9) The order setting aside the order nisi validly obtained on the 22nd day of July, 2020, is thus a nullity and liable to be set aside and the order nisi recorded.

I have considered the arguments and submissions of both Applicants' learned Counsel as well as that of the Respondents Counsel both in favour and against the grant of this application.

Let me start by way of correcting perceived notion and belief of the Respondent/Judgment Debtors in this application.

What is this perceived notion and belief? It is seriously perceived that the Respondents/Judgment debtors think that in my Ruling of 21st day of August, 2020 which is target and reason for this application to set aside that same Ruling. Also, that I overruled or set aside the Judgment of my learned brother of the Industrial Court sitting in Benue State. I am saying it now loud and clear that, that is not true as I do not have the power to do so. The only Court that has power to overrule or set-aside the Judgment is the Court of Appeal.

This judgment that we are talking about only came to my Court for the purposes of the enforcement. No more, no less. And this is a Judgment that resulted from the minutes of meeting Terms of Settlement between the Judgment Creditors/Applicants and the Judgment Debtors/Respondents as a Consent Judgment adopted by the Industrial Court.

After the pronouncement of the Court, the judgment Debtors/Respondents realized that they could not meet with two terms of the consent Judgment which is the amount to be paid monthly and the month to start payment. That is where phrase compromise came in the light lime in that Ruling.

I am saying categorically now that the Judgment still stand valid and genuine.

Be the above as it may, can I grant this application to set aside? In other words, is there merit in this application? I do not think so. I have said that all the arguments and submissions of all the Counsel formed part of the Court record.

The simple reason why this application lacks in merit lies in the fact that the judgment creditors/Applicants made attempt to enforce this same Judgment before another Court within the jurisdiction. That is before my learned Brother Gaba J. who later discharged all the Garnishee Banks.

It is my humble view that the only avenue opened to the Applicants is to go on appeal and I hold without any slightest hesitation that I cannot sit on appeal on the same ruling that I delivered on 21st day of August, 2020. I so hold.

It is for the above reason that I refused this application for lacking in all merit.

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S. B. Belgore
(Judge) 6/12/2024