

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

FCT/HC/M/14577/2024

DATE: 4/11/24

BETWEEN

NESI STABILIZATION STRATEGY LIMITED

**} CLAIMANT/
APPLICANTS**

AND

- 1. PONGLOMERAPE PROPERTIES
INVESTMENT LIMITED**
- 2. AUWAL LAWAL**

} DEFENDANTS

R U L I N G

This Motion Ex-parte No.M/14577/2024 praying for the following reliefs.

1. An Order of interim injunction restraining the Defendants, whether by themselves, their agents, privies,

assigns or any person acting or taking instructions from the Defendants, its Directors, Managers or official of the Company from trespassing on the Claimant's properties which consist of 162 Nos. 3 Bedroom Apartments, 237 Nos. 4 Bedroom Terrace Houses and 293 Nos. 5 Bedroom Duplex totaling 692 Units within the Spring Housing Estate, Karasana, in the Federal Capital Territory Abuja that was purchased by the CLAIMANT from the Defendants for the staff of the Central Bank of Nigeria pending the hearing and determination of the Claimant's Motion on Notice for interlocutory injunction that is pending before this Honourable Court.

2. An Order or interim Injunction restraining the Defendants whether by themselves, their agents, privies or assigns from tampering with the CLAIMANT's possessory right over its properties which consist of 162 Nos. 3 Bedroom Apartments, 237 Nos. Bedroom Terrace Houses and 293 Nos. 5 Bedroom Duplex totaling 692 Units within the Spring Housing Estate, Karasana, in the Federal Capital Territory Abuja that was purchased by the CLAIMANT from the Defendant for the staff of the Central Bank of

Nigeria pending the hearing and determination of the Claimant's Motion on Notice for Interlocutory Injunction that is pending before this Honourable Court.

3. An Interim Order of this Honourable Court, directing the Inspector General of Police, the Federal Capital Territory Commissioner of Police to protect the Claimant/Applicant possessory rights over its properties which consists of 162 Nos. 3 Bedroom Apartment, 237 Nos. 4 Bedroom Terrace Houses and 293 Nos. 5 Bedroom Duplex totaling 692 Units within the Spring Housing Estate, Karasana, in the Federal Capital Territory Abuja that was purchased by the Claimant from the Defendant for the staff of the Central Bank of Nigeria pending the hearing and determination of the Claimant's Motion on notice for interlocutory injunction that is pending before this Honourable Court.
4. And such further orders as this Honourable Court may deem fit to make in the circumstances of this case.

It is brought by pursuant to the provision of Order 19, Order 42 and Order 43 of the Rules of this Court.

In support is a 22 paragraphs affidavit deposed to by Mr. MakutDaminaMaren, a staff of the Central Bank of Nigeria. They are 3 Exhibits attached marked as Exhibits A, B and C.

Exhibit A is the CAC Certificate.

Exhibit B is a copy of the Deed agreement while Exhibit 'C' is the proof of payment of sum of N64,458,000,000.00 (Sixty-Four Billion, Four Hundred and Fifty Eight Million Naira).

There are 6 grounds stated in the motion papers filed on 31st October, 2024 and actually dated the same 31st October, 2024.

1. That the Claimant being a subsidiary of the Central Bank of Nigeria, purchased on behalf of the Bank from the Defendants through a Deed of Sale Agreement dated the 12th day of January 2022, 692 Unites of Houses within the Spring Housing Estate, Karasana Federal Capital Territory Abuja, at the total sum of N64, 458,000,000.00 (Sixty-Four Billion, Four Hundred and Fifty-Eight Million Naira).
2. That pursuant to the Deed of Sale Agreement dated the 12th day of January, 2022, the 692 Units of Houses were to be

allotted to the employees of the Central Bank of Nigeria who has made payments to acquire the Houses.

3. That the failure of the Defendants to hand over possession of the properties to the Claimant caused it to take possession of same.
4. That a dispute having arose out of the Deed of Sale Agreement between the parties with respect to the breach of the Agreement including the failure of the Defendants to fully complete the civil works despite having been fully paid the purchase price of the properties, the Claimant have applied to this Court for the appointment of an Arbitrator pursuant to the Arbitration Agreement.
5. That it has come to the attention of the Claimant that the Defendants and its alter ego while procuring the assistance of some law enforcement officers are taking steps to trespass on the Claimant's properties the subject matter of this suit.

6. That the Defendants having fully received the purchase price for the properties as shown in the payment receipts attached to this application have nothing to loose by the grant of this application.

There is also a written address as filed by the Applicant's Counsel and dated and filed same day.

Learned Counsel to the Claimant/Applicant Mr. Victor Obaromoved the application brevimanua few minutes ago. He urged me to grant the application.

I have considered the application as summarily as it was moved. I adverted to the cases of **ALEXANDER MARINE MANAGEMENT & ORS VS. KODA INTERNATIONAL LTD (1998) LPELR-6353 (CA)** and **EMERAN VS. CHIEKWE (1996) 7 NWLR (PT. 462)536** as cited by the Learned Counsel to the Applicant.

I also shifted through the paragraphs of the affidavit evidence of the deponent Mr. MakutDaminaMaren. I paid particular attention to paragraphs 3, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 19 and 20 thereof.

I asked myself are the prayers being sought grantable in the circumstances of the case? In other words, is there a legal issue to be tried as the main suit, where is the balance of convenience in favour, would damage be adequate remedy etc as laid down in the settled cases like **SARAKI VS. KOTOYE; SARAKI VS. CBN, OBEYA MEMORIAL HOSPITAL VS. AG OF THE FEDERATION** etc.

I am of the firm view that all the above is actually in favour of granting this application. Moreso that the order being sought is provided under the extent rules of this Court, Order 42, Rule 1 and 2 thereof. See also the case of **NWOBODO VS. NWOBODO (1995 1 N.W.L.R. (PART 370) at 20.**

For all the foregone therefore, I find merit in this Applicant and it is thereby granted as prayed.

It is pertinent to restate that these orders are granted for a limited days/period pending the hearing of the Motion on notice which is M/14578/2024 which is now fixed for 11th November, 2024 by 12.00 noon.

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S. B. Belgore
(Judge) 4/11/2024