

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT GARKI ABUJA

CLERK: MRS VICTORIA SILAS ADINOYI
COURT NO. 9

SUIT NO: FCT/HC/CV/638/2016
Date: 6/2/2025

BETWEEN:

PROF. ABDULRAHMAN DEJOCLAIMANT

AND

MAJJOR METLYGHT NIG. LTDDEFENDANT

JUDGMENT
(DELIVERED BY HON. JUSTICE S. B. BELGORE)

In this case that is place under the undefended list; the Claimant, Prof. Abdulrahman Dejo, sued the Defendant Company – Majjor Metlyght Nig. Ltd – claiming as follows:

- (1) ***AN ORDER that the Defendant shall refund to the Claimant liquidated sum of N5,510,000.00 (Five Million, Five Hundred and Ten Thousand Naira) only being sum paid by the Claimant and same received by the Defendant on or about 19th November, 2012 as consideration for FLAT A, BLOCK C1, a three- bedroom semi-detached bungalow, at the location known and described as CEDAR VILLA ESTATE, KARU on fraudulent and false representation by the defendant that the property existed and for breach of Contractual Agreement as to the delivery of the Property hereof described on or before 4th December, 2012.***

- (2) **10% interest rate per annum on the sum of N5,510,000.00 (Five Million, Five Hundred and Ten Thousand Naira) only from 19th November, 2012 until Judgment and 15% interest rate per annum until the final liquidation.**
- (3) **Cost of action**

Upon service of the writ together with a supporting affidavit of 33-paragraphs deposed to by the Claimant himself, upon the Defendant, the Defendant on 16/1/25, filed a Notice of Intention to defend together with a 23-paragraphs affidavit. The affidavit has Danladi Ruben as the deponent.

- (1) Today is the hearing date. It is settled that in a case such as this, the Court has just one duty to do this morning. And that is to see if the Defendant by virtue of it's Notice of Intention to defend has disclose a triable issue or facts which is true would amount to a defence or NOT. If there are triable issue, then the Court would have to transfer the case to the general cause list. Meaning the Court must give the Defendant leave to defend the action. If no triable issue is disclosed in the affidavit of the Defendant, then the Court can proceed to give judgment in favour of the Claimant. See **BEN THOMAS HOTEL LTD VS. SEBI FURNITURE LTD (1989) 5 NWLR (PT. 123) 523 SC.** and **HAIDO VS. USMAN (2004) 3 NWLR (PT. 859) 65.**

And Order 35 Rule 3 & 4.

Now what do I find in this case; there are 23-paragraphs affidavits. By the depositions in paragraphs 19(c), the Defendant has admitted the debt of **N5,500,000.00** which is the initial deposit paid by the Claimant to the Defendant. And they said they are ready to make a refund.

From the 1st relieve sought by the claimant, this is the main relief that is cogent in this case. There is no need to beat about the bush. This is a liquidated money demand and it is grantable under this procedure. And I therefore do. Meaning this first relief is therefore granted. The Defendant is ordered to pay to the Claimant the sum of **N5,500,000** being the amount of money owed the Claimant by the Defendant.

As for the 10% interest and the cost of this action being claim, it is not grantable under this procedure and it is therefore refused.

That is the judgment of this Court.

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S. B. Belgore
(Judge) 5/2/2025