

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY**  
**IN THE ABUJA JUDICIAL DIVISION**  
**HOLDEN AT GARKI – F.C.T. – ABUJA**

**CLERK:** CHARITY ONUZULIKE  
**COURT NO. 9**

**SUIT NO:** FCT/HC/CV/3548/2013  
**M/6233/2020**  
**DATE:** 5/11/2024

**BETWEEN:**

**ROMAN GUARDS LIMITED.....PLAINTIFF**

**AND**

**ALLIED HERITAGE PROPERTIES.....DEFENDANT**

**RULING**

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

The Defendant/Applicant vide Motion number M/6233/2020 brought this application pursuant to Order 43 Rule 1 of the Rules of this Court, Section 36 and 254 (c) of the Constitution of Federal Republic of Nigeria (1999) as amended.

It prays the Court for an Order striking out this suit for want of jurisdiction. It is premised on four grounds to wit:

- (1) The subject matter upon which this suit is predicated upon is not within the jurisdiction of this honourable Court;
- (2) The subject matter of the suit is purely that of Contract of labour;
- (3) That the National Industrial Court of Nigeria reserves the sole jurisdiction to entertain and determine issues and incidences arising from contract of labour; and
- (4) That it is in the interest of justice to grant this application.

In support is a 6-paragraphs affidavit with two exhibits attached. That is Exhibit A and B.

Exhibit A: is a letter headed 'Financial Proposal For Provision of Roman Guards' addressed to principal partner Allied Heritage Properties Limited dated 1<sup>st</sup> August, 2011.

Exhibit B: is a letter headed 'Request for Workers Salary' addressed to the Director, Allied Heritage Limited dated 2<sup>nd</sup> May, 2013.

And a written address is filed. Learned Counsel to the applicant placed reliance on all depositions in the supporting affidavit and as well adopted his written address as his oral argument in support.

He urged me to grant his application.

In a swift reaction, the learned Counsel to the Plaintiff/Respondent submitted that they have filed a counter-affidavit of 11 paragraphs with a written address. He relied on all the averments/depositions contained therein and as well adjusted his written address as his argument in opposition to the grant of this application.

He finally urged me to refuse the application.

I have painstakingly and assiduously, perused it with the finery of a troth comb. I have considered the arguments and submissions of both Counsel. I have equally adverted my mind seriously to the provision of **section 245 (c) of 1999 Constitution (as amended)**.

This is an application challenging the jurisdiction of this honourable Court on the basis that it is a contract of labour.

However, the Court have been enjoined when its jurisdiction has been challenged in a plethora of cases to revert back to the Writ of Summons as one of the barometers to be employed by the Court to guage the presence or absence of its jurisdiction over a matter. And peruse the content for it to know whether it has jurisdiction or not.

What determines the jurisdiction or not. What determines the jurisdiction of Court is the claim of the Plaintiff as contained in the Writ of Summons and Statement of Claim. See **ADETAYO VS. ADEMOLA & ORS. (2010) LPELR – 155 (SC), NNPC VS. IBRAHIM & ORS (2014) LPELR – 23999 (CA), KOLO VS. NPF & ORS (2018) LPELR 43635 (CA)** among several cases.

Now, what is the claims of this Plaintiff in this case? It is for the recovery of payment for the contract of provision of security guards to the Defendant/Applicant by the Plaintiff/Respondent.

There is a valid contract between the parties under which the Plaintiff/Respondent provided security guards from its Company to guard properties that were under the management of the Defendant/Applicant as listed in the Engagement Agreement made by the parties as attached to Exhibit 'A'.

Can we in all seriousness say that this scenario painted above as the facts of this case be said to be contract of labour? My answer is in the Negative. This is a perfect case of simple contract validly entered into by both parties. See **FUTA VS. BMA VENTURES (NIG.) LTD (2018) LPELR-44429 (CA)**.

The next question that instantly comes to the mind is, does this Court have jurisdiction to entertain and determine a case that involves simple contract between two parties. Can we say in the circumstances of this case and in line with the facts of this case that, it is only the Industrial Court that has jurisdiction to entertain this Court? I do not think so. It will be a great misconception of section 254 (c) of 1999 Constitution (as amended).

With due respect to Mr. Jude Okafor, I do not agree with his line of arguments, all the cases he cited was not properly cited as they were cited out of context and not relevant to the facts of this case.

It would have been a different ball game if there is dispute between guards and their employer. But that is not the case here. See **FUTA VS. BMA VENTURES (NIG.) LTD (2018) LPELR-44429 (CA)** where it was held thus:

***“Once it is established, that an action is predicated/rooted is a simple contract, .....it is the High Court and not the Federal High Court that has jurisdiction to entertain and determine it.”***

For all the above reasons, I find no merit in this application and it is therefore refused.

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**S. B. Belgore**  
**(Judge) 5/11/2024**