

**IN THE HIGH COURT OF JUSTICE OF THE F.C.T.**

**IN THE ABUJA JUDICIAL DIVISION**

**HOLDEN AT ZUBA, ABUJA**

**ON WEDNESDAY THE 21<sup>ST</sup> DAY OF MAY, 2025**

**BEFORE HIS LORDSHIP: HON. JUSTICE K. N. OGBONNAYA**  
**JUDGE**

**SUIT NO.: FCT/HC/CR/111/2016**

**BETWEEN:**

**FEDERAL REPUBLIC OF NIGERIA      ---      COMPLAINANT**

**AND**

**1. AKERELE SABUR OLANREWAJU      }  
2. WILLOUGHBY O. BOLANLE      }      DEFENDANTS**

## **JUDGMENT**

In this case the Defendants who are husband and wife – Akerele Sabur Olanrewaju and Willoughby O. Bolanle were arraigned before this Court on an Amended Charge of Four (4) Counts which were based on violation of **S. 320 of the Penal Code** and punishable under **S. 322 of the same Penal Code**. The four (4) Count Charges are as follows:

### **COUNT ONE:**

That you, Akerele Sabur Olanrewaju (M) and Willoughby O. Bolanle (F) sometime in 2010, at Abuja, within the

jurisdiction of this Honourable Court whilst being public officers to wit: Deputy Commandant of Corps and Deputy Chief Inspector of Corps respectively with the Nigerian Security and Civil Defense Corps (NSCDC) dishonestly induced one **Kemi Alao Ajet** into buying Plot CRD 3979, located at Lugbe 1 Layout of Abuja Municipal Area Council, Abuja, for the sum of **₦430, 000 (Four Hundred and Thirty Thousand Naira)** on the account that the said property was being sold by **Biskolad Nigeria Limited** in conjunction with the Nigerian Security and Civil Defense Corps while knowing same not to be true, and you thereby committed an offence contrary to **Section 320 (B)**, and punishable under **Section 322 of the Pena Code Act**.

**COUNT TWO:**

That you, Akerele Sabur Olanrewaju (M) and Willoughby O. Bolanle (F) sometime in 2010, at Abuja, within the jurisdiction of this Honourable Court whilst being public officers to wit: Deputy Commandant of Corps and Deputy Chief Inspector of Corps respectively with the Nigerian Security and Civil Defense Corps (NSCDC) dishonestly induced one **Umar Faruk Sani** into buying Plot 18, located at Sabon Lugbe, South West Extension Layout of Abuja Municipal Area Council, Abuja, for the sum of **₦805, 000 (Eight Hundred and Five Thousand Naira)** on the account that the said property was being sold by **Biskolad Nigeria Limited** in conjunction with the Nigerian Security and Civil Defense Corps while knowing same not to be true, and you thereby committed an offence contrary to **Section 320 (B)**, and punishable under **Section 322 of the Pena Code Act**.

### COUNT THREE:

That you, Akerele Sabur Olanrewaju (M) and Willoughby O. Bolanle (F) sometime in 2010, at Abuja, within the jurisdiction of this Honourable Court whilst being public officers to wit: Deputy Commandant of Corps and Deputy Chief Inspector of Corps respectively with the Nigerian Security and Civil Defense Corps (NSCDC) dishonestly induced one **Opara Chinwenwa Joy** into buying Plot CRD 3807, located at Lugbe 1 Layout, Abuja Municipal Area Council, Abuja, for the sum of **₦505, 000 (Five Hundred and Five Thousand Naira)** on the account that the said property was being sold by **Biskolad Nigeria Limited** in conjunction with the Nigerian Security and Civil Defense Corps while knowing same not to be true, and you thereby committed an offence contrary to **Section 320 (B)**, and punishable under **Section 322 of the Pena Code Act**.

### COUNT FOUR:

That you, Akerele Sabur Olanrewaju (M) and Willoughby O. Bolanle (F) sometime in 2010, at Abuja, within the jurisdiction of this Honourable Court whilst being public officers to wit: Deputy Commandant of Corps and Deputy Chief Inspector of Corps respectively with the Nigerian Security and Civil Defense Corps (NSCDC) dishonestly induced one **Ibe Chinagorom Jennifer** into buying Plot CRD 3977, located at Lugbe 1 Layout, Abuja Municipal Area Council, Abuja, for the sum of **₦505, 000 (Five Hundred and Five Thousand Naira)** on the account that the said property was being sold by **Biskolad Nigeria**

**Limited** in conjunction with the Nigerian Security and Civil Defense Corps while knowing same not to be true, and you thereby committed an offence contrary to **Section 320 (B)**, and punishable under **Section 322 of the Pena Code Act**.

The Defendant pleaded **Not Guilty** to the four (4) Counts. In the Charge the Defendants were alleged to have dishonestly induced the Nominal Complainants into buying Plots of land which the claimed was sold by **Biskolad Nigeria Limited** in conjunction with the Nigerian Security and Civil Defense Corps, a government organization where the 1<sup>st</sup> Defendant worked. It was discovered that the Nigerian Security and Civil Defense Corps, the Nominal Complainant, never sold Plots of land in conjunction with the Defendants. Meanwhile, in the company – Biskolad Nigeria Limited, the Defendants are Directors.

The Defendants claimed that the Nigerian Security and Civil Defense Corps sold the land with the company in one of its offices which the Defendants claimed was designated for that purpose. The Prosecution/Nominal Complainant denied that fact, and challenged same.

The Prosecution called 8 Witnesses and tendered 33 documents marked as **EXH 1 – 33**.

In their Final Written Address the Prosecution raised an Issue for determination which is:

**“Whether the Prosecution has proved its case against the Defendants beyond reasonable doubt as required in law.”**

They submitted that it has proved all the essential ingredients/elements of the offences against the Defendants through the evidence – testimonies and documents of the Prosecution which were not discredited during Cross-examination. That they have proved the case beyond reasonable doubt in view of the evidence placed before the Court in line with the provision of **S. 138 (1) of the Evidence Act 2011** (as amended). They referred to the case of:

**Jimoh Michael V. State**  
**(2008) 3 NCC 666 @ 690 Para B – E**

Where Court held that proof beyond reasonable doubt is not proof beyond all shadow of doubt.

That the Prosecution discharged the burden placed on it, and proved all the essential ingredients of the offences which the Defendants are standing trial. They also referred to the case of:

**Ajayi V. State**  
**(2014) 9 NCC 257 @ 302**

Taking the count charged vis-à-vis the evidence laid, the Prosecution Counsel, Iwuagwu O.G. Esq., on dishonestly inducing members of the public to purchase land covered by the title documents that were not genuine, an offence under **S. 320 of the Penal Code**, the Prosecution Counsel submitted that the action of the Defendants caused the Nominal Complainants to believe that the Plots of land is genuine, and made them part with their hard earned money based on the dishonesty and inducement. That the

Defendants deceived and misled them into parting with their money. That the act of dishonesty was laid bare before the Court by the evidence of **PW1 – PW4** in that the Defendants lured them to believe that the Plots they offered to the public for sale which were effected through the Defendants' company – **Biskolad Nigeria Ltd** was in conjunction with the Nigerian Security and Civil Defense Corps as evidenced in the Receipt of Purchase issued to them by the Defendants acting through their agents – PW7 and PW8. That the Prosecution tendered the Receipts issued to PW1 – PW4 which were admitted and marked as **EXH 1, 5, 11, 16, and 17** respectively. That in all those Receipts the name of the Defendants' company – Biskolad Nigeria Ltd were boldly written.

Again, that the Prosecution showed through the testimonies of PW1 – PW4 that their confident in the transaction was boosted since the transaction was carried out at the FCT Command of Nigerian Security and Civil Defense Corps, and that the name of Nigerian Security and Civil Defense Corps was equally written and reflected in the Purchase Receipts issued to them by the 1<sup>st</sup> Defendant through their agents.

Again, that PW1 – PW4 also testified that they parted with her **₦430, 000 (Four Hundred and Thirty Thousand Naira)**, **₦505, 000 (Five Hundred and Five Thousand Naira)** each by the PW2 & PW3 and **₦805, 000 (Eight Hundred and Five Thousand Naira)** by PW4. All documents evidencing the money paid were tendered as **EXH 1, 5, 11, 16 & 17** respectively. That the PW1 – PW4 also showed that they were issued with documents of title too through their agent PW7 & PW8 over the Plots of land located at Lugbe.

FCT-Abuja as shown in **EXH 3, 4, 8, 9, 14, 15, & 18**. That the said PW1 was issued with **EXH 3** which is from AMAC. That **EXH 4** shows that title document was changed from original Allottee to her name. So also the PW2 and PW3 were given **EXH 8 & 9** as well as **EXH 14 & 15** respectively. That PW4 testified that he was given **EXH 18** which was title document over a land at Lugbe.

That the PW1 – PW4 bought the Plots of land from the Defendants on the believe that they were buying from a company – Biskolad Nigeria Ltd which was selling in conjunction with the Nigerian Security and Civil Defense Corps, FCT Command. That the testimonies of the PW1 – PW4 were not discredited under Cross-examination or even when the Defendants presented their Defence.

They urged Court to rely on all those unchallenged evidence, and hold that the Prosecution has proved their case and ingredients of the offences. They relied on the following case:

**Kyajili V. Yilbuk**

**(2015) 7 NWLR (Pt. 1457) 26 @ 57**

**Jos Net Dev. Board V. Moulda Nig. Ltd**

**(2020) 5 NWLR (Pt. 1717) 243 @ 264 – 265**

On Inducement, the Prosecution Counsel submitted that the Prosecution has proved that ingredients too through the testimony of **PW5** – an Investigation Officer with Independent Corrupt Practices and other Related Offences Commission (ICPC) who investigated the Petition that led to the prosecution of this case. He investigated the Defendants. He testified that the PW7 & PW8 were staff of Nigerian Security

and Civil Defense Corps engaged by the Defendants to sell the land as agents of their company. That engaging them as staff to sell the land further induced the PW1 – PW4 to fall for the dishonestly and fraud. That that is an act intended to mislead and deceive them. He referred to the case of:

**Onuoha V. State supra**

That in their oral testimonies the PW1 – PW4 narrated how the dishonest inducement made them to part with their money. That PW1 – PW4 got involved on the believe and basis that the Nigerian Security and Civil Defense Corps was involved in the sale, especially by the use of the name and logo of the Nigerian Security and Civil Defense Corps in the Receipts issued to them.

Again, that the 1<sup>st</sup> & 2<sup>nd</sup> Defendants could not place any evidence before the Court to show that they were given permission to use the office premises of the Nigerian Security and Civil Defense Corps FCT Command for the illicit sale of the Plots of land. Besides, they did not call the said Commandant Rabe as a Witness to testify.

That the Defendants could not challenge the PW5 who investigated the case that they were authorized to use the said office. That Rabe is not a material Witness to the Prosecution because the Receipts issued to PW1 – PW4 demonstrated who conducted the sale. Again, that payments made by the PW1 – PW4 were warehoused into the Account of the Defendants' company. They referred to the cases of:

**Ofolete V. State**

**(2002) 12 NWLR (Pt. 681) 415 @ 436**

**Gaji V. Paje**  
**(2003) 8 NWLR (Pt. 823) 583 @ 605**

That by the testimony of PW5 it was revealed that the land was not genuine as testified by the PW5. That it was proved through the letter to AGIS and AGIS Response to the letter which confirmed that they do not have any evidence of the existence of the said titled documents in their system.

Again, that AMAC through **EXH 28 & 30** stated that the land sold to PW1 – PW3 were not genuine and not allocated to them.

That the PW5 further testified that the Petition – **EXH 24** leading to the trial of the Defendants emanated from Nigerian Security and Civil Defense Corps which the Defendants claimed authorized them and gave them approval for the sale of the Plots of land.

That in **EXH 24** the 1<sup>st</sup> Defendant was recommended to be investigated by ICPC. That the same **EXH 24** is a disdainer that shows that Nigerian Security and Civil Defense Corps has nothing to do with the sale of the Plots of land. They urged Court to consider the said **EXH 24**.

That the Prosecutor also proved that the 1<sup>st</sup> & 2<sup>nd</sup> Defendants were Directors in the company – Biskolad Nigeria Ltd, and that it was the same company' Account that they received the money paid by the PW1 – PW4 for the Plots of land. That **EXH 31** shows that the 2<sup>nd</sup> Defendant is a signatory to the said Account. They also referred to the Statement of Account tendered and marked as **EXH 32** by the PW6. That he made mention of specific payment made by the Defendants in the

said Account, and that the Defendants also admitted collecting the sum in issue from PW1 – PW4. They referred to Pg. 12 – 15 where the 1<sup>st</sup> Defendant admitted his directorship in the company. That his action confirmed that the sale of the land was nursed, and given life by the Defendants.

That they claim that Nigerian Security and Civil Defense Corps gave approval for the sale. That they are living in self-denial. That they confirmed collecting money paid by the PW1 – PW4 as shown in **EXH 32**.

That the Defendants put forward failed Defence to address the overwhelming evidence of the Prosecution against them.

They urged Court to find and hold that the Prosecution has discharged the burden and proved the case against the Defendants beyond reasonable doubt showing that the Defendants dishonestly induced the PW1 – PW4 to part with their hard earned money over the purchase of the Plots of land with defective titles. They urged Court to resolve the Issue in their favour, and convict the Defendants.

In response to submission made by the Defendants' Counsel, the Prosecution Counsel submitted as follows:

That contrary to the submission of the Defendants' Counsel that PW7 & PW8 were assigned by the Commandant to sell the land on behalf of Biskolad Nigeria Ltd, that in their testimony, the PW7 & PW8 testified that they were engaged by the Defendants to sell the Plots of land on behalf of Biskolad Nigeria Ltd, and for that service the {PW7 was given **₦5, 000,000.00 (Five Million Naira)** in two tranches making a total of **₦10, 000,000.00 (Ten Million Naira)**.

On the use of the phrase “**in conjunction with**” not within the face of the Receipts as canvassed by the Defendants Counsel, the Prosecution Counsel submitted that Nigerian Security and Civil Defense Corps logo was displaced on the said Receipts – **EXH 1, 5, 11, 16, & 17**. That they clearly showed that they used it to deceive as it gives the impression that the land sale has the blessing of the Nigerian Security and Civil Defense Corps, which it did not have. Hence, deceiving the public and making them feel that the said is good, and that Biskolad Nigeria Ltd is safe and reliable to be involved with. That the use of the name Nigerian Security and Civil Defense Corps (NSCDC) was intended to dishonestly induce the unsuspecting members of the public as well as the PW1 – PW4.

On the Defendants’ Counsel submission on **EXH 27 & 28** as well as **EXH 29 & 30** that they were made during the pendency of the case, the Prosecution Counsel submitted that the Exhibits do not come within the scope of documents or issue covered under **S. 83 (3) of the Evidence Act** because going by the provision of **S. 379 (2) ACJA 2015** the Prosecution is at liberty to file and serve Additional Evidence before Judgment. That such evidence elicited from additional proof of evidence can be used and relied on in determining the case, and can be safely admitted as **S. 83** does not apply to criminal matters when considered against **S. 379 (3) ACJA**. They referred to the case of:

**Ajudua V. Federal Republic of Nigeria  
(2018) LPELR – 43923 Pg. 13 – 18**

That both AGIS and AMAC are not interested parties, and ICPC equally has no interest in the case as they represent the State, and their duty is to protect the citizens' rights. They referred to the case of:

**NBC PLC V. Ubani**

**(2014) 4 NWLR (Pt. 1398) 421 @ 461**

That the Defendants did not challenge the documents during trial. He urged Court to discountenance the submission of the Defendants' Counsel in respect of **EXH 28 – 30**.

On the submission of the Defendants' Counsel that **EXH 30** is a documentary Hearsay, the Prosecution Counsel submitted that it is not a documentary Hearsay as there is no how that the Officer who signed the document should be the one who must tender same. That such document can be tendered from the Bar. The Prosecution Counsel referred to the cases of:

**N.B.A V. Kalejaiye**

**(2016) 6 NWLR (Pt. 1508) 397 @ 423**

**Ogbuanyinya V. Okudo & Ors**

**(1979) All NLR 105**

**Isibor V. The State**

**(1970) 1 All NLR 248**

On the submission of the Defendants' Counsel on issue of 2 documents filed by the Defendants at Para 5.0 – 5.15 of **EXH 24** on recommendation for the Defendants to be tried by Code of Conduct, the Prosecution Counsel submitted that the Defendants' Counsel failed to appreciate the impact of **EXH**

**34** tendered by DW3. That DW3 stated under Cross-examination that there is nothing in **EXH 34** in that the Defendants cannot be tried before the regular Court including this Court, but that persons who have been tried by Code of Conduct are still subject to trial by this Court – **Para 18 (3) of the Fifth Schedule of the 1999 Constitution of the Federal Republic of Nigeria** (as amended). He also referred to **Para 18 (6) of the same Fifth Schedule of the 1999 Constitution of the Federal Republic of Nigeria** (as amended). That the submission of the Defendants’ Counsel in that regard is of no monument. So also the several cases he cited.

On the Issue by the Defendants’ Counsel that the company – Biskolad Nigeria Ltd should stand trial and not the Defendants, the Prosecution Counsel submitted that the argument is highly misconceived.

That the submission of the Defendants’ Counsel that the sale of the Plots of land was in conjunction with the Nigerian Security and Civil Defense Corps, is clearly not part of the objectives of the said Biskolad Nigeria Ltd, and as such the Defendants cannot be seen agents of the company as their action is not within the ambits of the objectives in the Memo and Article of the company – Biskolad Nigeria Ltd.

That the Defendants used Biskolad Nigeria Limited as a conduct pipe to fleece unsuspecting members of the public of their hard earned resources. That they cannot therefore claim that they have acted for the company. They referred to the case of:

**Adeyemi V. LanBanker**

**(2000) 7 NWLR (Pt. 663) 33 @ 51 Para E – H**

That the Defendants act cannot be imputed on the company as they failed to produce the Resolution of the Board of the company that authorized them to or appointing them to so act on the company's behalf.

That **EXH 26** shows that there are other Directors of the company apart from the 1<sup>st</sup> & 2<sup>nd</sup> Defendants. That the 1<sup>st</sup> & 2<sup>nd</sup> Defendants were not acting on behalf of the company but on their own interest and sole benefit suing the company. They urged Court to discountenance the argument of the Defendants' Counsel in that regard.

They urged Court to find and hold that the Prosecution has proved its case beyond reasonable doubt, and convict the Defendants and sentence them accordingly.

The Defendants opened their case after the Ruling on a No Case Submission. They testified and called one Witness – DW3, and they tendered a document marked **EXH 34** – Letter from office of Chairman ICPC to Nigerian Security and Civil Defense Corps Commandant General.

In their Written Address the Defendants raised 3 Issues for determination which are:

- (1) Whether the Prosecution discharged the onus that Nigerian Security and Civil Defense Corps did not collaborate with Biskolad Nigeria Ltd in sale of land to PW1 – PW4 despite the evidence of PW7 & PW8 that the Nigerian Security and Civil Defense Corps provided office and**

**personnel for the sale of land by Biskolad Nigeria Ltd.**

- (2) Whether by EXH 34 tendered through DW3 which contained the findings and recommendation of the Prosecution as an Investigation Agency the Prosecution had statutory power under ICPC Act to prosecute the Defendants before the High Court of FCT, Abuja.**
  
- (3) Whether in the circumstance of this case, especially the roles of PW7 & PW8, the Defendants can be convicted of an offence allegedly committed by Biskolad Nigeria Ltd, a corporate entity in the circumstance of this case.**

Urging the Court to resolve the first Issue in its favour, the Defendants' Counsel submitted that the Prosecution has not discharged the onus of proving that the Nigerian Security and Civil Defense Corps did not collaborate with Biskolad Nigeria Ltd in the sale of the Plots of land to the PW1 – PW4 despite the evidence of PW7 & PW8 which shows that the Nigerian Security and Civil Defense Corps provided the office and personnel for the sale of the said Plots of land by Biskolad Nigeria Ltd.

That the Prosecution failed to establish and prove the ingredients of cheating as required by law. Hence, the offence charged has not been proved beyond reasonable doubt. That failure to prove the essential ingredients or

elements of the offence makes the case of the Prosecution to fail. They referred to the cases of:

**Commissioner of Police V. Ogor  
(2022) 14 NWLR (Pt. 1849) 49 SC**

**Kure V. Commissioner of Police  
(2020) 9 NWLR (Pt. 1729) 296 SC**

That the PW1 – PW4 confirmed that they bought land sold by Biskolad Nigeria Ltd. That the Defendants did not deceive the PW1 – PW4 to buy land as they sold same in conjunction with the Nigerian Security and Civil Defense Corps.

That the Prosecution were not able to prove that the Defendants deceived the buyers of the land. That there was nothing in evidence of the Prosecution to prove that the Defendants did not sell the Plots of land in conjunction with the Nigerian Security and Civil Defense Corps.

That PW7 and PW8 who are staff of the Nigerian Security and Civil Defense Corps had in their evidence confirmed that the Nigerian Security and Civil Defense Corps assigned them to sell land for Biskolad Nigeria Ltd by Commandant Rabe – the overall head of FCT Command. That there was an office set aside for the purpose.

That there is nowhere in all the documentary evidence – Receipts and Form where it showed that the sale was between Biskolad Nigeri Ltd in conjunction with NSCDC. Again, that the Defendants never have their address in the said documents, and that all sales were done in the office

designated for that purpose by the NSCDC FCT Command led by Commandant Rabe. That throughout the length and breadth of the Prosecution before this Court there is nowhere they denied giving permission or approval to Biskolad Nigeria Ltd to sell land within their office. That PW7 & PW8 testified that before they started selling the land that they got the approval from their office. That the conduct of PW7 & PW8 were approved and authorized by the office to work for Biskolad Nigeria Ltd. That the use of their name, logo and office were approved as well as the office address. That the Prosecution did not prove that all those approvals were not given by the office.

That the Defendants also stated in their testimonies before this Court that the sale of the land was known and approved by the FCT Command of NSCDC. That the PW1 – PW4 were issued Receipts after they had bought the land.

That the Prosecution did not tender any documentary evidence to show that the Plots of land was sold in conjunction with the NSCDC before the Buyers made payment.

That the Defendants never induced the Buyers to buy the land. They referred to the case of:

**State V. Ajie  
(2000) 11 NWLR (Pt. 678) 434 SC**

That the Prosecution did not show that there is conjunction with the Biskolad Nigeria Ltd in the sale of the Plots of land. Hence, the Prosecution did not prove their case. They referred to the case of:

**Asake V. Nigeria Army Council  
(2007) 1 NWLR (Pt. 1015) 408 CA**

That no material Witness testified to that effect. They also referred to the case of:

**Kushuo V. State  
(2021) 15 NWLR (Pt. 1801) 147 SC**

That the Prosecution did not deny the collaboration. That the only issue is that they alleged that some of their staff were involved in the sale of the Plots of land, and they wanted to know the level of involvement. They referred to **EXH 24**.

That the fact that Biskolad Nigeria Ltd was allowed and permitted to use the office of the NSCDC to land along with their Co-operative Department remains uncontroverted. They referred to the case of:

**Kayili V. Yilbuk  
(2015) 7 NWLR (Pt. 1457) 26 SC**

That the evidence of the 1<sup>st</sup> & 2<sup>nd</sup> Defendants on collaboration were unchallenged. That **EXH 24** confirmed that Nigerian Security and Civil Defense Corps permitted the sale of the Plots of land by the Biskolad Nigeria Ltd. That **EXH 24** never denied collaboration. That the 1<sup>st</sup> & 2<sup>nd</sup> Defendants were Directors of a private company – Biskolad which **EXH 24** frowns at.

That they concede that evidence of a single Witness is sufficient to secure conviction but such evidence must be cogent and credible. But that the Prosecution did not show

such credible evidence that there was no collaboration with Biskolad Nigeria Ltd.

That the genuineness of the land or its existence at the time of sale is not in issue at all. That the allegation is on fraudulent sale of Plots of land in conjunction with the Nigerian Security and Civil Defense Corps while knowing same not to be true.

That the response of AGIS on **EXH 27 & 28** which were the letters in **EXH 29 & 30** were written during the pendency of this case. That they are therefore inadmissible on ground of **S. 83 (3) of the Evidence Act**. They referred to the case of:

**Ladoja V. Ajimobi**  
**(2016) 10 NWLR (Pt. 1519) 87**

That **EXH 29 & 30** lacks evidential value as they are documentary Hearsay as to the correctness and truthfulness of the content of the documents. They referred to the case of:

**Osigwelum V. INEC**  
**(2011) 9 NWLR (Pt. 1253) 425 CA**

That the maker of **EXH 30** was not called as a Witness to prove that the Plots of land sold by the Defendants were not genuine, and that made it to be a documentary Hearsay. They referred to the case of:

**Olaiya V. State**  
**(2018) 10 NWLR (Pt. 1626) 1 SC**

That the response of AGIS and AMAC – **EXH 29 & 30** have no evidential value. They referred to the case of:

**Samaki V. Federal Republic of Nigeria  
(2018) 16 NWLR (Pt. 1646) 405 SC**

That the Prosecution has not discharged the onus on it that the Defendants fraudulently sold land to PW1 – PW4 and that the Defendants knew that Biskolad Nigeria Ltd was not selling in conjunction with the Nigerian Security and Civil Defense Corps.

They urged Court to dismiss the case as the Prosecution has not proved same beyond all reasonable doubt

On the Issue No. 2, on whether based on **EXH 24 and 34** tendered through the DW3 on the findings of the Prosecution as Investigation Agency, the same Prosecution has the statutory power under ICPC Act to prosecute the Defendants before this Court, they submitted that by **EXH 24** the Nigerian Security and Civil Defense Corps does not deny knowledge of sale of land, but that they wanted to know the level of involvement of its staff in the sale. That **EXH 24** is on level of involvement, and that it is not against sale of land but against the involvement of staff of the Nigerian Security and Civil Defense Corps who violated their Code of Conduct. They referred to **EXH 34**.

That the Defendants were not part of those who violated the Code of Conduct, and that they were only recommended for Administrative Disciplinary action, and not to be charged to Court. They referred to **Pg. 2** of **EXH**

**34.** That they were to be tried by Code of Conduct Tribunal.

That there was no further investigation or recommendation for the Defendants to be charged to Court. That the Prosecution could not produce any documentary evidence or oral evidence to that effect. That the Defendants did not commit any offence under the ICPC Act. They referred to the case of:

**Carnation Reg. Ltd V. President N.I.C.N  
(2023) 14 NWLR (Pt. 1950) 581 SC**

The Defendant Counsel further submitted that ICPC lacks the vires to prosecute the Defendants, and that the charge brought against the Defendants is not supported by any finding and/or recommendation made at the conclusion of the investigation.

That it is only the Code of Conduct that has the constitutional power to sue the Defendants to Court. They referred to **S. 153 (3) of the 1999 Constitution of the Federal Republic of Nigeria** (as amended).

That bringing the Defendants to this Court is an abuse of their Rights. They referred to the case of:

**Uwazurike V. Attorney General of the Federation  
(2008) 10 NWLR (Pt. 1096) 444 CA**

They urged Court to dismiss the charge against the Defendants as it was brought malafide.

On Issue No. 3, on whether based on the role played by the PW7 & PW8 the Defendants can be convicted on the alleged offences committed by Biskolad Nigeria Ltd., they submitted that the Defendants cannot be convicted for the offence committed by Biskolad Nigeria Ltd.

That Biskolad Nigeri Ltd – a company sold land and not the Defendants. That the offence was committed by the company – Biskolad Nigeria Ltd and not the 1<sup>st</sup> & 2<sup>nd</sup> Defendants as they are merely Directors to the company, and being Directors does not make them to be liable for the offence committed by the company. That there is no evidence to show that the offence was committed by either of the Defendants. They relied on the case of:

**Adeniji V. State**

**(1992) 4 NWLR (Pt. 234) 248 @ 261**

That the Defendants were not directly involved with the sale or advertisement of the sake of the land. That they did not sell the Form. They relied on the case of:

**Obiegwe V. Attorney General of the Federation**

**(2014) 5 NWLR (Pt. 1399) 171 CA**

He submitted that the Defendants should not be held liable. They urged the Court to uphold their submission, and to Order reinstatement of the Defendants to their respective employment as they are suspended based on the charge.

That the Defendants were not indicted in the Investigation Report for any breach of ICPC Act or any Act of the Agency. They urged Court to discharge and acquit the Defendants.

In their Reply to Final Written Address of the Prosecution, the Defendants' Counsel submitted as follows:

That the veil, if lifted, the Defendants will not be seen as they did not sell or advertise for sale of the land. That the Defendants were not found guilty of violating the law – ICPC Act or any other Act, and that the Prosecution did not call any Witness from the Nigerian Security and Civil Defense Corps, and that the evidence of W7 & PW8 are in Defendants' favour.

That the Court should not attach any probative value to **EXH 28 & 30** because the maker was not available to be Cross-examined about the truthfulness of the documents. That no probative value should be attached to it. They referred to the cases of:

**Samaki V. Federal Republic of Nigeria  
(2018) 16 NWLR (Pt. 1646) 405 SC**

**Olaiya V. State  
(2018) 10 NWLR (Pt. 1626) 1 SC**

That the Prosecution did not prove that the office, logo and address were wrongly used as they did not call any Witness to prove that. That PW7 & PW8 said that they were permitted to sell the land and print Receipts and Forms. That the Defendants or any staff of the Nigerian Security and Civil Defense Corps did not get involved in the sale of

land in any manner incompatible with their status as public servants. They urged Court to discountenance the Prosecution submission in that regard. That **EXH 24** is only a Petition against the involvement of staff in a manner incompatible with Code of Conduct.

That the Prosecution submission that the Defendants did not put up any evidence to show that Biskalod Nigeria Ltd have the permission to sell from the Nigerian Security and Civil Defense Corps office should be discountenanced. That PW7 & PW8 had admitted that they were given support and approval from the office to sell the Form and issue Receipts. They referred to the cases of:

**Eyiboh V. Mujaddah**

**(2022) 7 NWLR (Pt. 1830) 381 SC**

**MTN V. Corporate Comm. Ind. Ltd**

**(2019) 9 NWLR (Pt. 1678) 427 SC**

That Court should not allow import of extraneous meaning in **EXH 1, 5, 11, 16 and 17** – the Receipts of Payment issued to the PW1 – PW4, as the Receipts were approved before they were issued, and that there is no inducement. They referred to the case of:

**Yantaba V. Gov. Kastina**

**(2022) 1 NWLR (Pt. 1811) 259 SC**

That the Prosecution evidence supports the Defendants' case as the PW1 – PW4 were not approached by the Defendants to buy land from the company. That the testimonies of PW7 & PW8 confirms that the Defendants

have no hand in the sale of the land. That the admission by them supports the Defendants' case and need no further proof. They relied on the case of:

**Sylva V. INEC**

**(2018) 18 NWLR (Pt. 1651) 310 SC**

They urged the Court to uphold the Defendants' submission as the correct position of the law, and discharge and acquit them.

## **COURT**

This Court has gone through the submission of the parties in this case and the testimonies of the Witnesses and documentary evidence before this Court. In answer to questions raised by both parties, this Court submits thus:

It is the law and has been held in plethora of cases that in criminal matter, for the Prosecution to succeed it must prove its case against the Defendant(s) beyond reasonable doubt and not beyond iota of doubt. He must do so by proving the ingredients of the offence or offences charged. Failure to do so, it will be held that the Prosecution has not proved the charge against the Defendant(s) beyond reasonable doubt; and where that is the case, the Court will not convict the Defendant(s) but will so hold, and discharge and acquit the Defendant(s). But where the Prosecution proved the ingredients of the offence/crime charged with cogent and credible evidence – documentary and testimony of its Witness(es), the Court shall so hold, and stated that the case has been proved beyond

reasonable doubt, and in that case convict the Defendant(s), and after Allocutus, sentence the Defendant(s), and the matter ends.

It is the burden on the Prosecution to prove the guilty of the Defendant(s) and to rebut the presumption of the Defendant(s) innocence. Once the commission of a crime by a party to a Proceeding is directly in issue as in this case, it is incumbent on the Prosecution to prove same beyond reasonable doubt. See the following cases:

**Oseni V. State**  
**(2012) 5 NWLR (Pt. 1293) 351**

**Igabele V. State**  
**(2006) 6 NWLR (Pt. 975) 100**

**Agbo V. State**  
**(2006) 6 NWLR (Pt. 975) 545**

**Bakare V. State**  
**(1987) 1 NWLR (Pt. 52) 579**

**Aigbadion V. State**  
**(2000) 7 NWLR 686**

The burden is not on the Prosecution to prove beyond all shadow of doubt but to prove beyond reasonable doubt with credible and cogent consistent evidence. See the cases of:

**Federal Republic of Nigeria V. Iweka**  
**(2013) 3 NWLR (Pt. 1347) 285**

**Onakoya V. Federal Republic of Nigeria**  
**(2002) 11 NWLR (Pt. 779) 595**

**Akalezi V. State**  
**(1993) 2 NWLR (Pt. 273) 1**

**Shade V. State**  
**(2005) 12 NWLR (Pt. 939) 301**

No Court can convict an Accused person where the Prosecution failed to prove a case beyond reasonable doubt. That means that a Court can only convict where the Prosecution has proved a case beyond reasonable doubt. So any doubt in prove of the charge against the Accused person(s) will result in discharge and acquittal of the Accused persons(s). See the case of:

**Federal Republic of Nigeria V. Iweka**  
**(2013) 3 NWLR (Pt. 1347) 285**

The burden on the Prosecution to prove the case beyond reasonable doubt and the onus in that regard does not shift. Proof or some ingredients without proof of all the ingredients of the offence will not lead to discharge and acquittal. So where there is any element of doubt in relation to any of the ingredients, the doubt is resolved in favour of the Accused person(s). See the decision in the case of:

**Omogado V. State**  
**(1981) 5 SC 5**

**Yanko V. State**  
**(2008) 16 NWLR (Pt. 1114) 597**

**Hassan V. State**  
**(2001) 6 NWLR (Pt. 709) 286**

Such proof beyond reasonable doubt should be in tandem with **S. 138 of the Evidence Act 2011**. The evidence tendered before the Court must be credible and admissible. See the cases of:

**Federal Republic of Nigeria V. Usman  
(2012) 8 NWLR (Pt. 1301) 141**

**Okoro V. State  
14 NWLR (Pt. 584) 181**

By virtue of **S. 36 (5) of the 1999 Constitution of the Federal Republic of Nigeria** (as amended), an Accused is presumed innocent until proved otherwise. So the Prosecution proves the elements of the offence(s) charged strictly as contained in the charge. See the case of:

**Federal Republic of Nigeria V, Usman supra**

It is imperative to state that discrepancy in evidence is not same as contradiction in evidence. It is not every discrepancy that gives rise to question of credibility of a Witness. For it to be so it must be substantial and material enough to amount to contradiction which will make the evidence irreconcilable. So discrepancy will be material useless, the contradiction affects the issues in the Suit. See the cases of:

**Njoku V. Jonathan  
(2012) 8 NWLR (Pt. 13)**

**Usiobaifo V. Usiobaifo  
(2005) 3 NWLR (Pt. 913) 665**

**Okoko V. Dakolo**  
**(2006) 14 NWLR (Pt. 1000) 401**

Also admissibility of document is not same as attaching weight to document. Court can admit a document and at the end of the day will not attach any weight to the same document. See the case of:

**Okereaffia V. Agwu**  
**(2012) 1 NWLR (Pt. 1282) 425**

Again, evidence of Statement made to a Witness by a person who is not called as a Witness **may or may not** be Hearsay. It is Hearsay when the objective is to establish the truth of what is contained in the Statement. It is not Hearsay and it is admissible when it is proposed to establish by evidence, not the truth of the Statement but the fact that it was made. So Hearsay evidence imports the purpose for which it is intended to be given and **not** the quality of the evidence itself. See the case of:

**Arogundare V. State**  
**(2009) 6 NWLR (Pt. 1136) 165**

In a criminal matter the evidence of people who testified that they were “victims” of the crime alleged cannot be said to be Hearsay evidence. Again, evidence of a Security Officer who investigated the crime based on the Petition of such “victims” cannot be said to be Hearsay evidence because their evidence was based on what they saw/heard from the Defendant(s) in the cause of investigation. See the case of:

**Osho V. State**  
**(2012) 8 NWLR (Pt. 1302) 243**

Again once a piece of evidence is relevant it is admissible, irrespective of how it was obtained.

In this case the Issue is on cheating, in that the Defendants dishonestly induced the PW1 – PW4 to purchase land covered by documents which were not genuine and which the Defendants knew were not genuine, which is an offence under **S. 320 (b)** punishable under **S. 322 of the Penal Code Act.**

The key elements are dishonestly induced another person(s) to act, and that the same person so induced believed that the land was in existence, and that dishonesty made them to part with the money which they would not have done if they were not dishonestly induced.

The offence is not on nomenclature, in collaboration or in conjunction as the Defendants' Counsel laboriously canvassed and argued.

In answer to the sole question raised by the Prosecution on whether the Prosecution has proved the case against the Defendants beyond reasonable doubt as required by law; **It is the humble view of this Court that the Prosecution has proved the case against the Defendants – Akerele Sabur Olanrewaju and Willoughby O. Bolanle beyond reasonable doubt with the cogent and credible testimonies of the PW1 – PW4 as well as the testimonies of the other Prosecution's Witnesses and**

**with the super documentary evidence placed before this Court. The Prosecution did so professionally and as required by law. So this Court holds.**

In answer to the first question raised by the Defendants in their Final Written Address – on whether the Prosecution discharged the onus on proving that the Nigerian Security and Civil Defense Corps did not collaborate with Biskolad Nigeria Ltd in the sale of the land, it is the humble view of this Court that the Prosecution discharged that onus.

Also, in view of the findings and recommendation of ICPC, it is the humble view of this Court that the Prosecution has the power to prosecute the Defendants before this Court going by their Act which permits them to do so where the offence is investigated, an offence under any law or Penal Code. The Court relies and refers to the succinct and comprehensive submission of the Prosecution Counsel response on that issue. There is no point belading same point or repeating it. The Court refers to **Para 18 (3) Fifth Schedule of the 1999 Constitution of the Federal Republic of Nigeria** (as amended) which provides thus:

**“The sanctions mentioned in sub-paragraph (2) hereof shall be without prejudice to the paragraph that may be imposed by any law where the conduct is also criminal offence.”**

By the provision of the Fifth Schedule, it is clear that where a person was tried or is to be tried by Code of Conduct Bureau and the offence is criminal in nature, that the same person can be charged to and tried in regular Court. That

is the pinpoint of the provision of **Para 18 (3) Fifth Schedule of the 1999 Constitution of the Federal Republic of Nigeria** (as amended). That is why this Court holds that the Prosecution charging the Defendants to this Court on the said offences is proper, legal and lawful.

Again, by the provision of **Para 18 (6)** of the same **Fifth Schedule of the 1999 Constitution of the Federal Republic of Nigeria** (as amended), it provides that nothing will prevent or preclude a public officer tried or punished under the Paragraph from being prosecuted, and if found guilty, punished for an offence in a Court of law. The Supreme Court has in its interpretation of the said **Para 18 (6) Fifth Schedule of the 1999 Constitution of the Federal Republic of Nigeria** (as amended) stated thus:

**“The Constitution realized that a public officer as defined by the Code of Conduct can be charged for the offence he committed .... also under the Penal Enactment such as the Penal Code.”**

The Supreme Court went on to state in the said interpretation thus:

**“In effect the Para 18 is saying that a public servant can be prosecuted and punished under other Enactment though he is charged and punished under the Code of Conduct ... That a public servant can be made to face penal Enactment such as S. 315 of the Penal Code ... the public servant can be charged for such offences and it is not a defence for him/her to say that the**

**Code of Conduct Tribunal had found him guilty of certain contraventions.”**

It is the humble view of this Court that the trial of the Defendants before this Court is **proper** notwithstanding the content of **EXH 34**. The Defendants standing trial in this Court is proper and lawful. The argument of the Defendants’ Counsel to that effect is unfounded and misleading and highly misconstrued. So this Court holds. So the recommendation to try them under the Code of Conduct will not stop or vitiate the trial in this case, and will not in any way affect the outcome of this trial as they are susceptible to be tried in this Court. The action of the Prosecution in bringing them before this Court to stand trial is **proper**. So this Court holds.

In answer to the third question raised by the Defendants’ Counsel in their Final Written Address on whether the Defendants can be convicted on the offence committed by Biskolad Nigeria Ltd – a corporate body, it is the humble view of this Court that the Defendants both being Directors of the said company up till now, and having not denied that fact till date, and given the documentary evidence before this Court and the testimonies of the Witnesses in that regard, can be convicted for an offence allegedly committed by the said company – Biskolad Nigeria Ltd especially going by the fact that some of the monies were paid into the Account. Again, the Account Opening Form has the picture of the 2<sup>nd</sup> Defendant. There are transactions carried out in the Account by the Defendants.

The Defendants themselves confirmed the transactions and the fact that they are part of the Directors of the company.

As I have humbly stated above that the Prosecution proved the case against the Defendants beyond reasonable Doubt with credible and cogent evidence from the testimonies of the 'victims' of the dishonest inducement of cheating. The Prosecution called the victims as Witnesses. The oral testimonies of the Pw1 – PW4 were all in tandem. They were the persons defrauded. The Prosecution tendered evidence to show that they were defrauded. They paid money to the Defendants via the company owned by them and where they are Directors. The Prosecution also tendered documents of title purportedly given to them after they had paid for the so called land that never was. Their testimonies were all eye-witness account of what transpired between them in the sale of the land.

It confirmed that the sale took place in the premises of the Nigerian Security and Civil Defense Corps where the agents of the Defendants carried out the purported sale of land.

The Prosecution tendered the respective Statements made by the PW1 – PW4 recorded by them in their own handwriting. The content of the Statements put no one in doubt that they were scammed by the dishonest inducement to buy the land.

The presentation of the various Receipts evidencing payment of the sums in issue also shows that the Prosecution proved that they parted with their hard earned

money because of the dishonest inducement. See **EXH 1, 5, 11, 16 & 17.**

A look at **EXH 1, 5, 11, 16 & 17** shows clearly that money were paid and Receipts were issued evidencing payment of the said monies. The Receipts also shows and confirms the various amount paid by the PW1 – PW4. Hence, confirming what they said/alleged in their oral testimonies. It equally confirmed the amount as charged. The Defendants did not deny that fact. The Receipts also bears:

**“BISKOLAD NIGERIA LTD  
Nigerian Security and Civil Defense Corps FCT  
Command.”**

Without any iota of doubt, a look at the Receipts gives impression that the land is been sold by the company in conjunction with the Nigerian Security and Civil Defense Corps, where it is not true. The Prosecution also tendered documents of title issued to the said ‘victims’ as seen in **EXH 3, 8, 19, 20, 22 & 26.**

A look at the document issued to Farouk – PW4 which is the Form – **EXH 24** shows clearly that the document also has the name of the company as well as logo and the name of Nigerian Security and Civil Defense Corps, hence, giving the impression that the land is been sold in collaboration with the Nigerian Security and Civil Defense Corps, which is also not true. There is also the Letter of Acceptance – **EXH 23.** The same document has the stamp of the company at the back page of **EXH 22.**

Even the TDP – **EXH 19** issued to the PW4, it bears the name of the company. These documents equally showed and confirmed the allegation raised by the Prosecution in this case. Hence, the Prosecution proved their case beyond reasonable doubt in that regard.

Also, a look at **EXH 18** which is the Offer Letter issued to the same Farouk further confirms and establishes the case against the Defendants.

In order to establish that the Defendants are the “author and finisher” and the Linchpin in the said company, the Prosecution presented the PW6, a Banker at Stanbic IBTC Bank, who testified and informed Court and tendered document showing that the Defendants are the owners and Directors in the company. The Prosecution tendered Statement of Account of the company and the Account Opening Form. The document clearly shows the picture of the 2<sup>nd</sup> Defendant in the Form. The Account shows and confirmed that monies were paid into the Account which are proceed from the sale of the land. In the Account Statement it shows and confirmed the payment made by PW1 in the company’s Account on 23th September, 2010. It equally confirmed that payment was made by PW2 into the Account on the 23<sup>rd</sup> of October, 2010 – **EXH 10**.

In other to further establish that there is a nexus between the Defendants and the company, the Prosecution tendered documents of Incorporation – **Certificate of Incorporation of Biskolad Nigeria Ltd.** and the particulars of the Directors of the company. In it the 1<sup>st</sup> & 2<sup>nd</sup> Defendants are

Directors. In fact, the 1<sup>st</sup> Defendants is person first listed as a Director of the company. In the particulars of changed Directors, the 1<sup>st</sup> & 2<sup>nd</sup> Defendants' names were there. The document was filed on 19<sup>th</sup> October, 2010, at the heat of the time of the sale of the land. The Defendants did all confirm during Cross-examination and in their testimonies that they were Directors of the company. There is no evidence that they resigned their directorship of the company till date. As it were, they were Directors while the land deal went on. They never presented before this Court any Resolution of the company authorizing them to engage in the sale of the land. Besides, they did not present any document showing that their company had a Resolution to sell land in conjunction and in collaboration with the Nigerian Security and Civil Defense Corps. As it is clearly known in business world, such company cannot have an Agreement with a Government Security Organization to do business without all penned down and signed. Such thing would naturally go through the bottleneck bureaucracy of government administration before it can take place. Hence, the Prosecution has clearly placed before this Court enough evidence to show that the Defendants as the company Directors decided to con people, the public, by selling land, giving them the impression that they are doing so in conjunction with the Nigerian Security and Civil Defense Corps, which is not true. The Prosecution was able to establish the nexus between the Defendants and the company by the presentation of the documents of Incorporation, the particulars of the Directors, and Certificate of Incorporation. So this Court holds that the

Defendants are part and parcel of the company. They are the organ through which the company operates, and the action of the company in that regard is the action of the Defendants.

The Prosecution further established the case against the Defendants beyond reasonable doubt by the tendering of the documents purportedly issued by AMAC – **EXH 3, 8 and 20** as well as **EXH 6, 7 and 12** which are the Development Levy Receipts Departmental Receipts issued to PW1 & PW2 by the same company. These documents evidenced the payments made and money paid by the PW1 and PW2, all issued to them by the company – Biskolad Nigeria Ltd. In order to prove that these documents were all fake the Prosecution tendered the letter they wrote to AMAC and the response from AMAC. The Prosecution equally tendered the letter they wrote to AGIS to confirm whether the land been sold were genuine or not and whether the documents issued to the ‘victims’ by the company emanated from them. Both Organization sent their Replies, all denying having any knowledge of the documents and stated that the documents did not come from them. **EXH 27 – 30** refers. From the content of the letters they clearly show that the documents in question were never issued by AMAC or AGIS.

Of utmost importance is **EXH 24** – letter of Nigerian Security and Civil Defense Corps to ICPC asking it to assist them in the investigation of the staff of their Organization engaged in the sale of land.

## **EXH 24 Para F**

**“I write for your assistance in respect of Officers of the Corps ... who are engaged in the ... selling of land in FCT...”**

By **EXH 24** it is clear that the Nigerian Security and Civil Defense Corps has nothing to do with the sale of the land in issue and has no collaboration or in conjunction with the sale of the land. The letter proved that the company in which the Defendants are Directors – Biskolad Nigeria Ltd, was using the name of the Nigerian Security and Civil Defense Corps without authorization and without their knowledge and permission. It also shows and proved that the action of the Defendants and their company in using the name of the Nigerian Security and Civil Defense Corps was to deceive, cheat, con and scam the PW1 – PW4 and members of the public, giving an impression that they were selling the land in conjunction and in collaboration, permission and authorization of the Nigerian Security and Civil Defense Corps. So this Court holds. Again, in the said **EXH 24** the 2<sup>st</sup> & 2<sup>nd</sup> Defendants’ names are among the names of those who the Nigerian Security and Civil Defense Corps wanted the ICPC to investigate. If the Nigerian Security and Civil Defense Corps were aware of the sale of land they would not have written this letter – **EXH 24**. That particular document nailed the Defendants to the crime allegedly committed in this case. It equally neutralized and watered down the submission of the Defendants’ Counsel on the issue of “collaboration” and “in conjunction”.

The response from AGIS shows that even the land purportedly allocated to Ray – the Acknowledgment and Regularization of land title shows that the Applicant to that is the 1<sup>st</sup> Defendant – Akerele Sabur O. He signed the document as the Applicant. This further shows that he is in fact the main linchpin in the said company. **EXH 21** refers.

It is imperative to also comment on the only document tendered by the Defendants which is **EXH 34** – update on the complaint against operations of the Nigerian Security and Civil Defense Corps. A look at Para 3 of **EXH 34** shows that the 1<sup>st</sup> & 2<sup>nd</sup> Defendants’ names were listed among those who the Investigation Report stated violated the provision of **Para 2 (b) of the Code of Conduct for public officer as enshrined in Fifth Schedule (PART 1) of the 1999 Constitution of the Federal Republic of Nigeria** (as amended). The document shows thus:

**“... that they were actively involved in buying and selling of land.**

The document further stated that:

**“Where a breach of the Code of Conduct is alleged to exist, such report may be made to Code of Conduct Bureau in line with Para 12 of the Fifth Schedule ...”**

**Para 15 (6)** provides that a public officer who has committed any offence under the Code of Conduct could

still be prosecuted in any regular Court. The Section provides thus:

**Section 15 (6) of the Code of Conduct Tribunal:**

**“Nothing shall prejudice the prosecution of a public officer ... or preclude such officer from being prosecuted or punished for an offence in a Court of law.”**

By the above it is clear that notwithstanding the fact that the Investigation Report recommended that the Defendants be tried before the Code of Conduct Tribunal, they are also liable to be tried at the regular Court especially where, as in this case and going by the provision of **S. 18 (3) of the Code of Conduct Tribunal**, where their conduct is also a criminal offence. Besides, the ICPC as a Security Organ/Agency of the Federal Government of Nigeria has, like other Security Agencies, the power under its Act to prosecute offenders who have committed a criminal offence. They have the power to prosecute where the offence is a crime under the Penal Code Act as in this case. That is why this Court totally agrees with the submission of the Prosecution in that regard and holds that the ICPC has all the powers under the law and their enabling Act to prosecute the Defendants before this Court. **SS. 10, 52, 46 of ICPC** refers.

It is imperative that the offence before is cheating. The charge before me, going by the argument of the Defendants' Counsel which seems to be centered on the issues of the matter, is an offence before the Code of Conduct on public

officer. This Court holds that the submission of the Defendants' Counsel on those issues especially on the document – **EXH 34** is not sustainable and uncalled for as it has nothing to justify the action of the Defendants in this case as charged allegedly. It has nothing or little to their Defence in this case. This Court humbly holds that the document – **EXH 34** further strengthened the case of the Prosecution as it were.

From the totality of the evidence before me as presented by the Prosecution, it is not in doubt that the Defendants induced the PW1 – PW4 (Prosecution Witnesses) to buy those Plots of land through their company Agents. Yes, they did not directly or personally do the inducement but the company belongs to them and they are part and parcel of the company. The Defendants did not deny that fact under Cross-examination. They owned up that they are Directors of the Company.

The documents from the Bank also put no one in doubt. Besides, there is no how the same company, Biskolad Nigeria Ltd can involve in sale of land without the consent, knowledge, authorization, participation and go-ahead from the 1<sup>st</sup> & 2<sup>nd</sup> Defendants who are obviously the mouthpiece, eyes, ears, hands, the brain, skeleton and body with which the company operates. The Defendants cannot exonerate themselves from the company. The act of the company is the act of the Defendants. I so hold.

Again, there is no how the Nigerian Security and Civil Defense Corps would have reported the matter to ICPC for

investigation if the same Nigerian Security and Civil Defense Corps were involved formally in the said sale of land.

Again, the Defendants knowingly used the name and logo of the Nigerian Security and Civil Defense Corps to lure, confuse and entrap the victims who fell for the trap with hope that actually the Nigerian Security and Civil Defense Corps was truly involved. This is seen in all the documents shown starting from the Form to the Receipts and even the address as contained in the Form. The Court refers to **EXH 1, 5, 10, 11, 17, 22, 23 and 18**. With the name of the Nigerian Security and Civil Defense Corps clearly and severally stated, it is clear that the 1<sup>st</sup> & 2<sup>nd</sup> Defendants used same as a bait to lure and to induce the PW1 – PW4 into buying the land. So this Court holds.

Again, the letters from AGIS and AMAC shows that the land never emanated from the 2 Organization or Agencies. Those responses put no one in doubt as to the authenticity of the documents of title issued to the victims of the land sales scam. **EXH 24** refers. See also **EXH 20, 21, 26, 8, 3, 19, 3, 4, 15, 12, 13, 14 and 18**. Court also refers to **EXH 27 – 30**. All these Exhibits shows that both the documents of title as well as the letters of purported allocation of the documents to Biskolad Nigeria Ltd and evidence of AGIS Acknowledgment Receipt for Regularization which was applied for by the 1<sup>st</sup> Defendant as shown in the face of **EXH 21**. This further shows that the 1<sup>st</sup> and 2<sup>nd</sup> Defendants were personally involved in the well-crafted

plan to induce and deceive the public to buy the land which never existed.

Again, even doing the sales in the office of the Nigerian Security and Civil Defense Corps was equally well calculated and schemed to further induce and deceive. Because, aside from using the name, logo and address of the Nigerian Security and Civil Defense Corps to perpetrate the crime, they equally used the staff of the same office to perfect their action while standing by to ensure that the monies were paid into the Account of the company which they own.

If actually the sales were done in conjunction with the Nigerian Security and Civil Defense Corps as the 1<sup>st</sup> & 2<sup>nd</sup> Defendants claim, why should the same 1<sup>st</sup> & 2<sup>nd</sup> Defendants pay the staff who participated in the sale and who did the sale some commission? The simple answer is that the Defendants co-opted them to help them do the hatchet job of sale of land that never exists. If they were staff, and doing the assignment for the office, they would not have been any commission or Agency Fee paid to those persons. Besides, the persons involved in the sale were paid millions of Naira by the 1<sup>st</sup> & 2<sup>nd</sup> Defendants. The Defendants did not deny that fact.

In their Statements (**EXH 25** refers) the persons involved stated how much they were paid and that they were given commission for bringing other buyers to buy the land. These facts were not rebutted by the Defendants. It all showed that the sale was never in collaboration or in

conjunction with the Nigerian Security and Civil Defense Corps. That is why the Nigerian Security and Civil Defense Corps, upon realizing that the Defendants and some others like them and their agents were using the name of the Organization/Commission to perpetrate and commit criminal offence, wrote to ICPC. That was what triggered the investigation – **EXH 24** and the prosecution of the Defendants in this Suit. The Court refers to the Statement of **Esse Verster** – **EXH 25**. Again the Statement of the victim nailed the 1<sup>st</sup> & 2<sup>nd</sup> Defendants to the offence too. **EXH 25** refers.

Also, **EXH 31 – 33** shows who owns the Account. The Statement of Account shows all the monies paid into the Account. **EXH 31** shows the mandate card which has the picture of the 2<sup>nd</sup> Defendant. **EXH 32** shows the evidence of payments made by the victims of the land sale scam into the Account of the company in Stanbic IBTC Bank. The documents also show who owns and runs the Account.

Also the document of Incorporation as I had stated earlier shows the Directors of which the 1<sup>st</sup> & 2<sup>nd</sup> Defendants are the major shareholders. The Defendants did not deny that fact too.

Also the extra-judicial Statements of the Defendants as well as their testimonies pinned them to the crime also.

It is the humble view of this Court that from the totality of the evidence – testimonies and documentary evidence tendered before me in this case by the Prosecution that the Prosecution alleged, asserted, established and proved the

crime against the 1<sup>st</sup> & 2<sup>nd</sup> Defendants – **Akerele Sabur and Willoughby O. Bolanle** in this case beyond reasonable doubt and as required by law in that regard.

It is the law that once the Prosecution had proved the ingredients of the offence as the Prosecution has done in this case, the Court has no reason not to convict the Defendant(s) as the case may be.

So based on the fact that the Prosecution has proved the case against the 1<sup>st</sup> & 2<sup>nd</sup> Defendants beyond reasonable doubt, this Court have no reason not to convict the Defendants for the offences as charged.

It is clear that the Defendants have fraudulently and dishonestly induced the victims, PW1 – PW4. It is equally clear that the said Defendants intentionally induced them to part with their hard earned money which they would not have done had they known that the sale of the land was a scam and that the Nigerian Security and Civil Defense Corps was not involved in the land deal.

So based on the above, this Court hereby convicts the Defendants - **Akerele Sabur and Willoughby O. Bolanle** for the offence of cheating as charged.

## **SENTENCING**

The Court having heard from the 1<sup>st</sup> & 2<sup>nd</sup> Defendants' Counsel on the Allocutus, pleading that the Defendants are both first offenders and are husband and wife, this Court sentences them thus:

The 1<sup>st</sup> Defendant is hereby sentenced to three (3) months imprisonment, to be served at the Suleja Correctional Facility.

While given the fact that the 2<sup>nd</sup> Defendant has a very fragile health as seen throughout the duration of this Proceeding, the Court sentences her to a fine of ₦2, 000,000.00 (Two Million Naira).

**This is the Judgment of this Court.**

**Delivered today the \_\_\_\_\_ day of \_\_\_\_\_ 2025 by me.**

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**K.N. OGBONNAYA**  
HON. JUDGE

**APPEARANCE:**

PROSECUTION COUNSEL: O.G. IWUAGWU, ESQ.

1<sup>ST</sup> & 2<sup>ND</sup> DEFENDANTS' COUNSEL: ADEMOLA OYEDOKUN, ESQ.