

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

ON THE 10<sup>TH</sup> DAY OF MARCH, 2025

SUIT NO.FCT/HC/CV/2585/2024

BEFORE HIS LORDSHIP:  
HONOURABLE JUSTICE JUDE O. ONWUEGBUZIE – JUDGE

BETWEEN:

GODSWILL N. IWUAJOKU -----CLAIMANT

AND

CONOIL PLC -----DEFENDANT

**JUDGMENT**

INTRODUCTION

The Claimant filed this suit under the undefended list clamming against the defendant as follows: -

1. The sum of N500,000.00 (Five Hundred Thousand naira) only being professional fees due to the Claimant for representing and defending the Defendant in Suit No.: BA/90/2020 Between ALH. SANUSI MOHAMMED v. CONOIL PLC.
2. The sum of N1,000,000.00 (One Million Naira) only being professional fees due to the Claimant for representing and defending the Defendant in Suit No.: E/981/2019 Between MRS. JANE AMAMASI (NEE UZOMA) v. CONOIL PLC.
3. The sum of N1,500,000.00 (One Million Five Hundred Thousand Naira) only being professional fees due to the Claimant for representing and

defending the Defendant in Suit No.: FCT/HC/CV/832/2020 Between HOUSE FOR AFRICA v. CONOIL PLC & ANOR.

4. The sum of N500,000.00 (Five Hundred Thousand naira) only being professional fees due to the Claimant for representing and defending the Defendant in Suit No.:KDC/335CV/2019 Between ALH. SHEHU DOGARA v. CONOIL PLC.
5. The sum of N500,000.00 (Five Hundred Thousand naira) only being professional fees due to the Claimant for representing and defending the Defendant in Suit No.:SDC/JMDB/CV64/2020 Between JAGAB v. CONOIL PLC.
6. The sum of N1,000,000.00 (One Million Naira) only as cost of this action.
7. 10% interest per annum on the judgment sums till final liquidation of the entire judgment sums.

In support of the writ of summons under the undefended list application, the Claimant filed 25 paragraph affidavit deposed to by the Claimant. The affidavit is attached with Exhibits 'A1-A5' , Exhibits 'B1-B5', and Exhibits 'C1-C2' respectively.

Meanwhile, the Defendants despite being duly served with the writ of summons on the 18<sup>th</sup> day of August, 2024 and hearing notices for 26/09/24, 18/11/24, and 13/01/25 in this suit, have failed refused or neglected to file their notice of intention to defend together with an affidavit pursuant to the Rules of this Court.

In particular Order 35 Rule 3 provides:-

**When a party served with the writ delivers to registrar, before 5 days to the day fixed for hearing, a notice in writing that he intends to defend the suit, together with an affidavit disclosing a defence on the merit, the**

**court may give him leave to defend upon such terms as the court may think just.**

**2) where leave to defend is given under this Rule, the action shall be removed from the undefended list and placed on the ordinary cause list; and the court may order pleadings, or proceed to hearing without further pleadings.**

The undefended list procedure is preserved for treating cases with dispatch i.e summarily, without the need for calling witnesses.

In the instant case, Claimant avers in paragraphs 6 to 23 particularly paragraphs 6, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20 and 21 which state as follows:.

#### **Paragraph 6**

**The firm of Basilica Legal Practitioners is a retained external solicitor to the Defendant providing bespoke legal services to the Defendant since 2018 till date.**

#### **Paragraph 9**

**Between 2019 and 2021 the Defendant instructed Basilica Legal Practitioners to defend it in 5 (five) civil suits instituted by different persons which were then pending in various courts across the federation:**

**9.1 Suit No: BA/90/2020 between Alh. Sanusi Mohammed v. Conoil Plc at the High Court of Justice of Bauchi State;**

**9.2 Suit No: E/981/2019 between Mrs. Jane Amamasi (Nee Uzoma) v. Conoil Plc at the High Court of Justice of Enugu State;**

**9.3 Suit No: FCT/HC/CV/832/2020 between Houses for Africa Limited & Anor. v. Conoil Plc & Anor. at the High Court of Justice of the Federal Capital Territory, Gudu, Abuja;**

**9.4 Suit No: KDC/335CV/2019 between Alh. Shehu Dogara Vs. Conoil Plc at the District Court of Kaduna State; and**

**9.5 Suit No: SDC/JMDB/CV64/2020 between Musa Jagab v. Conoil Plc at the Senior District Court, Jos, Plateau State.**

**Paragraph 10**

**The various letters of instruction issued to Basilica Legal Practitioners on the above cases are hereby attached and marked as Exhibits "A1" - "A5" respectively.**

**Paragraph 11**

**The Claimant promptly entered appearance and defended the aforesaid suits on behalf of the Defendant.**

**Paragraph 12**

**The Claimant provided written and oral court updates to the Defendant through her Company Secretary; Mr. Conrad Eberemu, then Director of Legal; Mr. David Emagun and then legal officer; Mr. Elias Eneanya of the Legal Department, together with its Regional Manager, Mr. Abiodun Owolabi within the period the aforesaid suits were pending in Court.**

**Paragraph 14**

**The Claimant has duly notified the Defendant of the outcome of the suit and forwarded his Bill of Charges through several emails and oral correspondences demanded payment of his professional fees from the Defendant.**

**Paragraph 15**

**Despite successfully concluding the aforesaid suits, repeated demands and plea to the Defendant to defray the agreed professional fees to the Claimant, the Defendant has refused, neglected and failed to defray the agreed professional fees to the Claimant. The Bill of Charges and Emails are herein attached and marked as Exhibits B1 B5 respectively.**

### **Paragraph 16**

**The statutory waiting period of 1 (one) month from the date of service of the Bill of Charges prescribed by the Legal Practitioners Act have since elapsed with the Defendant still refusing, neglecting and failing to settle the Claimant's professional fees.**

### **Paragraph 17**

**There are no signs that the Defendant would defray the Claimant's professional fees any time soon.**

### **Paragraph 18**

**The Claimant has exhausted all available options to get the Defendant to defray its professional fees.**

### **Paragraph 19**

**The Claimant had on 15 July 2022 obtained judgment against the Defendant over unpaid professional fees for 4 (four) different instructions it concluded on behalf of the Defendant, even after judgment was delivered the Claimant had to enforce the judgment vide garnishee proceedings. Certified True Copies of the Judgment and Garnishee Orders are attached and marked as Exhibit C1 and C2 respectively.**

### **Paragraph 20**

**The agreed professional fees have on account of the Defendant's delay lost value and purchasing power due to the devaluation of our national currency and the hyperinflation being suffered in Nigeria today.**

### **Paragraph 21**

**Unless this Court intervenes, the Defendant is not prepared to defray the Claimant's professional fees.**

It must be noted however, that it is not the nature of the undefended list to shut out a Defendant who wishes to defend the suit on the merit. However, from the

provision of **Order 35 Rule 3 of the FCT High Court (Civil Procedure) Rules 2018**, a Defendant who is served with the writ under the undefended list must file his Notice of intention to defend together with an affidavit disclosing a defence on the merit.

However, where a Defendant fails to do so, or is not given leave to defend, the court shall hear the suit as undefended and proceed to enter judgment in accordance with **order 35 Rule 4 of the Rules** (supra). For ease of reference, the rule provides thus:

**Order 35 Rule 4:**

**where a defendant neglects to deliver the notice of defence and an affidavit prescribed by Rule 3(1) or is not given leave to defend by the court the suit shall be heard as an undefended suit and judgment given accordingly.**

I have earlier stated at the beginning of this Judgment that the Defendant did not file any Notice of Intention to defend this suit with an Affidavit stating defends on merit or any process in opposition to this suit.

It is settled law that where facts provable by affidavit evidence are duly deposed to in affidavit by a party to a suit his adversary has a duty to controvert those facts in a counter-affidavit if he disputes them otherwise such facts may be regarded as duly established. I draw my strength from the cases of **ABUBAKAR & ORS V. NSCDC & ORS (2022) LPELR-57477(CA) (PP. 19-20 PARAS. E)** and **LONG-JOHN & ORS V. BLAKK & ORS (1998) LPELR-1791(SC) (PP. 31-32 PARAS. F)**

The cases of **CHIEF ATANDA V. OLANREWaju (1958) 10-11 SC: (1988) 4 NWLR (PT. 89) 394; MILITARY ADMINISTRATOR FHA V. ARO (1991) 1 NWLR (PT. 168) 405; OKERE V. NLEM (1992) 4 NWLR (PT. 234) 132; MOMAH V. VAB PETROLEUM INC (2000) 2 SC 142** also give credence to the above principle of law.

So also it is not the law that Courts must sheepishly accept every fact contained in an affidavit as true without evaluation. In **OKOYE & ANOR V CENTRE POINT MERCHANT BANK LTD (2008) LPELR - 2505, TOBI, JSC**, of blessed memory held:

**I should also say that affidavit evidence is not sacrosanct. It is not above the evaluation of the Courts like oral evidence; a Court of law is entitled to evaluate affidavit evidence in order to ensure its veracity and or authenticity. While uncontradicted affidavit evidence should be used by the Court, there are instances when such affidavit evidence clearly tells a lie and the Court cannot be blind to such a lie. The trial Court was entitled to evaluate the affidavits before it and there is visible evidence in the judgment suggesting that the trial Court thoroughly evaluated the affidavits exchanged by all parties. I take my guide from the case of **OBI V. IGP & ORS (2022) LPELR-59141(CA) (PP. 21-22 PARAS. C)**.**

It is on the above positions of law that I would proceed to evaluate the affidavit evidence before me in this case and make my findings accordingly.

Exhibits A1 –A5, Exhibits B1-B5 and Exhibits C1 –C2 have clearly shown that the Claimant was retained by the Defendant and both agreed on the professional fees in the above Exhibits. It is therefore, convincing to this Court that the claim of the Claimant falls under liquidated money demand as such is liable to succeed.

#### COURT’S DECISION

In the circumstances therefore and pursuant to Order 35 Rules 1, 2, 3, and 4, of the Federal Capital Territory (Civil Procedure) Rules 2018, without further ado, Judgment is hereby entered for the Claimant against the Defendant as follows:

1. The sum of N500,000.00 (Five Hundred Thousand naira) only being professional fees due to the Claimant for representing and defending the Defendant in Suit No.: BA/90/2020 Between ALH. SANUSI MOHAMMED v. CONOIL PLC.

2. The sum of N1,000,000.00 (One Million Naira) only being professional fees due to the Claimant for representing and defending the Defendant in Suit No.: E/981/2019 Between MRS. JANE AMAMASI (NEE UZOMA) v. CONOIL PLC.
3. The sum of N1,500,000.00 (One Million Five Hundred Thousand Naira) only being professional fees due to the Claimant for representing and defending the Defendant in Suit No.: FCT/HC/CV/832/2020 Between HOUSE FOR AFRICA v. CONOIL PLC & ANOR.
4. The sum of N500,000.00 (Five Hundred Thousand naira) only being professional fees due to the Claimant for representing and defending the Defendant in Suit No.:KDC/335CV/2019 Between ALH. SHEHU DOGARA v. CONOIL PLC.
5. The sum of N500,000.00 (Five Hundred Thousand naira) only being professional fees due to the Claimant for representing and defending the Defendant in Suit No.:SDC/JMDB/CV64/2020 Between JAGAB v. CONOIL PLC.
6. The sum of N200,000.00 (Two Hundred Thousand Naira) only as cost of this action.
7. 8% interest per annum on the judgment sums till final liquidation of the entire judgment sums.

This is the Judgment of the Court.

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**Hon. Justice Jude O. Onwuegbuzie**

**Appearances:**

1. Godswill N. Iwuajoku Esq. Appearing in Person.
2. No Appearance for the Defendant.