

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

BEDORE HIS LORDSHIP: HON JUSTICE A. S. ADEPOJU

THIS 9<sup>TH</sup> DAY OF OCTOBER, 2024

SUIT NO: FCT/HC/CV/2734/2023

**BETWEEN:**

**JAMES ADEWALE ADEYEMO-----CLAIMANT**

**AND**

**1. WALE ALADEJANA**

(CARRYING ON BUSINESS UNDER THE  
NAME AND STYLE OF SAPPHIRE SCENTS  
AND SAPPHIRE ILLUMINATIONS CONSULT  
OR SAPPHIRE ILIMINATIONS CONSULTING)

**2. SAPPHIRE SCENTS AND SAPPHIRE GROUP**

-----**DEFENDANTS**

*I.P. NDUMNEGO for the Claimant.*

*It is an Undefended List Matter, Defendants were duly served but not in Court.*

**JUDGEMENT**

The Claimant's case was instituted under the provision of Order 35, Rule 1 of the High Court of FCT Civil Procedure Rules (Undefended List). In the affidavit in support of the Writ of Summons dated 20/3/2023, the Claimant averred to the following facts:

That the 1<sup>st</sup> Defendant is a businessman carrying on business under the name and style of Sapphire Scents and Sapphire Illuminations Consults or Sapphire Illuminations Consulting, and he is the Chief Executive Officer and

the alter-ego of the 2<sup>nd</sup> Defendant. That on the 13<sup>th</sup> June 2018, he paid in the sum of **N5,000,000 (Five Million Naira)** only into the Defendant's Company account, Sapphire Illuminations Consults, Guaranty Trust Bank Plc's Account No. 0128626840 as investment sum on the basis of agreement that in six (6) months (hereafter referred to as investment period), that is 15<sup>th</sup> December, 2018, a 25% return on investment, to the tune of **N1,250,000 (One Million Two Hundred and Fifty Thousand Naira)** will be paid to him. The payment receipt as well as the Memorandum of Understanding is attached as Exhibit 1 and 2 respectively.

That on 15<sup>th</sup> December 2018, being six (6) months after the payment, only the interest sum was paid while the 1<sup>st</sup> principal sum was reinvested for another investment period of six (6) months to expire on 15<sup>th</sup> June 2019. That on 12<sup>th</sup> February 2019, he made another payment sum of **N3,000,000 (Three Million Naira)** only being the second investment sum with the Defendant's company's account on the basis of the agreement that after the investment period of 6 months he will receive 25% return on investment. That **N125,000 (One Hundred and Twenty Five Thousand Naira)** per month (hereinafter referred to as the second interest sum) which was to be paid monthly starting from 12<sup>th</sup> March, 2019. The statement of account of First Bank of Nig Plc, Keystone Bank Plc and Guaranty Trust Bank evincing payments of the second investment are Exhibits 3, 3a, 4, and 4a respectively.

That the Defendants paid the 2<sup>nd</sup> investment sum for four (4) months from March 2019 to June 2019 which cumulatively is to the tune of **N1,000,000 (One Million Naira)** only which was then added to the principal sum to make it **N4,000,000 (Four Million Naira)** and again reinvested with the agreement that on a monthly basis he will receive the sum of **N166,660 (One Hundred and Sixty Six Thousand Six Hundred and Sixty Naira)** as return on investment. Copies of the Memorandum of Understanding between the Claimant and the Defendant in respect of the second and third investments are referred to as Exhibit 5 and 6 respectively.

That in respect of the reinvestment of the 1<sup>st</sup> principal sum which mature on the 12<sup>th</sup> June 2019, out of the 1<sup>st</sup> interest sum of **N1,125,000 (One Million One Hundred and Twenty Five Thousand Naira)** the sum of **N125,000 (One Hundred and Twenty Five Thousand Naira)** was given to him while the sum of **N1,000,000 (One Million Naira)** was added to the principal sum thereby making the cumulative first investment sum of **N7,500,000 (Seven Million Five Hundred Thousand Naira)**. That in respect of the cumulative first investment, the sum of **N7,500,000 (Seven Million Five Hundred Thousand Naira)** was due to him as at 15<sup>th</sup> December 2019. And that in respect of the second principal sum in October 2019, he added another sum of **N1,000,000 (One Million Naira)** to the sum of **N4,000,000 (Four Million Naira)** to make it cumulatively **N5,000,000 (Five Million Naira)** on the basis that on a monthly basis he will receive a monthly return on investment to the tune of **N208,333 (Two Hundred and Eight Thousand Three Hundred and Thirty**

**Three Naira**). A copy of the Memorandum of Understanding between him and the Defendant in respect of this investment is marked Exhibit 7.

That based on the forgoing facts and Exhibits 1-7 above, as at December 2019, the Defendants was indebted to him to the tune of **N12,608,000 (Twelve Million Six Hundred and Eight Thousand Naira)** referred to as the current principal sum consisting of both first and second cumulative principal sums and an additional **N108,000 (One Hundred and Eighty Thousand Naira)** as return on investment.

The Claimant further stated that the Defendants issued him with Sapphire Illumination Consults' Zenith Bank Plc cheque No. 38550701 dated 30<sup>th</sup> January 2020 as part-payment of the current principal sum to the tune of **N7,608,000 (Seven Million Six Hundred and Eight Thousand Naira)** which cheque was returned unpaid. A copy of the Sapphire Illumination Consults' Zenith Bank Plc cheque is attached and marked Exhibit 8 and that since then the Defendants have refused and neglected and or failed to pay the current principal sum. That as at June 2020 in line with the agreements between the Claimants and the Defendants, the current principal sum had attracted an additional return on investment to the tune of **N3,152,000 (Three Million One Hundred and Fifty Two Thousand Naira)** referred to as fresh interest sum thereby making the total indebtedness to the Claimant to the tune of **N15,760,000 (Fifteen Million Seven Hundred and Sixty Thousand Naira)** referred to as cumulative debt sum. That the whole deposit he made as evinced by Exhibits 1, 3a, 4 and 4a respectively is cumulatively to the tune of

**N8,000,000 (Eight Million Naira)** while the balance of **N7,760,000 (Seven Million Seven Hundred and Sixty Thousand)** only out of the Defendant's total indebtedness to the Claimant to the tune of **N15,760,000 (Fifteen Million Seven Hundred and Sixty Thousand Naira)**.

That the Defendants have failed to pay up the cumulative debt and consequently caused a letter of demand to be written by a firm of **Adekunle Taye Falola & Co** dated 28<sup>th</sup> June 2020, see Exhibit 9. The Defendant wrote back acknowledging the indebtedness, apologized for the delay and proposed to pay the investment sum but not the accrued interest, see Exhibit 10. The Claimant averred to have paid the sum of **N2,000,000 (Two Million Naira)** as Solicitor's fees and out of pocket expenses as well as cost for instituting this action, see Solicitor's receipt, Exhibit 11. The Claimant averred to his belief that the Defendant has no defence to this action.

On the 14/2/2024, the Claimant's Counsel sought the leave of Court to serve the Defendants the Originating process and subsequent hearing notices on the Defendants by substituted means vide service through Defendant's Whatsapp numbers stated in the application, the Defendant's email and by notice put at No. 4 Tennessee Crescent, Off Panama Street, Ministers Hill, Maitama, Abuja being the last known place of abode of the Defendant with the return date as 3/6/2024. The affidavit of service sworn to by one **Muhammed Yusuf** of the FCT High Court, Gwagwalada showed that the Writ of Summons and Hearing Notice with the Order of Court was served by pasting at No. 4 Tennessee Crescent, Off Panama Street, Ministers Hill,

Maitama, Abuja. In addition, another affidavit of service dated 26<sup>th</sup> day of March, 2024, sworn to by one **Henry Amarachukwu** showed that the Defendants were further served through their Whatsapp numbers and the email address, [walesapphirescents@gmail.com](mailto:walesapphirescents@gmail.com).

The attention of the court was drawn to the Notice of Intention to Defend filed by the 1<sup>st</sup> Defendant and an affidavit termed 'The Defendant's Affidavit'. The Notice of Intention together with the affidavit is dated 17<sup>th</sup> May 2024. In paragraph 11 of the defendant's affidavit, it admitted paragraphs 10 and 11 of the Claimant's affidavit. Let me put it on record that the Defendant did not submit its Notice of Intention to Defend and the affidavit in support to the Court; the Court made this observation while trying to consider the affidavit in the open court. However, I have decided to rely on the copy filed and served on the Claimant.

On filing of Notice of Intention to Defend and an affidavit in support, the Court is expected to consider that facts in the affidavit and determine whether it discloses a defence on the merit or raised a triable issue. The Court held in plethora of cases that an affidavit filed in support of Notice of Intention to Defend a Suit in the undefended list raises a triable issue where the affidavit is such that the plaintiff will be required to explain certain matters with regard to his claim or where the affidavit throws a doubt on the Plaintiff's claim or shows that the grounds on which the Defendant is asking to be heard in defence of the suit are not frivolous, vague or designed to delay the trial of the Plaintiff's suit. See **UBA PLC V JARGARBA (2007) 11**

**NWLR (PT. 1045) 247 SC, BABINGTON ASHAYE V E. M. A. G ENTERPRICE LTD (2011) 10 NWLR (PT. 1256) 479 CA.**

In the case of **UBA PLC V JARGARBA Supra**, the Court held:

***“Under the Undefended List procedure the defendant’s affidavit must condescend upon particulars and should as far as possible deal specifically with the plaintiff’s claim and state clearly and concisely what the defence is and what facts and documents are relied on to support it. The affidavit in support of the Notice of Intention to Defend must of necessity disclose facts which will at least throw some doubts in the case of the Plaintiff. A mere denial of the plaintiff’s claim and affidavit is devoid of any evidential value and as such would not have disclosed any defence which will at least throw some doubt on the Plaintiff’s claim.”***

Flowing from the above principle entrenched in the decided cases cited and plethora of other authorities, I have taken a calm consideration of the affidavit facts in support of the Notice of Intention to defend filed by the Defendants and wish to state that the facts are bare and mere denial of the Claimant’s averments in the affidavit in support of the Claim on the Writ of Summons. It is also important to note that in paragraph 11 of the affidavit of the Defendants, the Defendant admitted paragraphs 10 and 11 of the plaintiff’s affidavit to the effect that they were indebted to the Claimant in the sum claimed and as contained in Exhibits 1 – 7, the return on investment and the Memorandum of Understanding. The Defendants also admitted the

issuance of duly cheque dated 30<sup>th</sup> January, 2020 for part-payment of the concurrent principle sum to the tune of **N7,608,000 (Seven Million Six Hundred and Eight Thousand Naira)**, Exhibit 8. It is also interesting to note that the Defendants did not deny Exhibit 9, the Demand Letter of July, 2020 and Exhibit 10 dated 4<sup>th</sup> August, 2020 their own reply to Exhibit 9 duly signed by the 1<sup>st</sup> Defendant acknowledging and admitting their indebtedness to the Claimant.

The Defendant's Notice of Intention to Defend and the affidavit in support does not disclose any defence on the merit to the claim of the Claimant, and neither does it raise any triable issue. I cannot see any particulars of the Defendant's defence which may sway the mind of the Court into allowing the Defendants to defend this matter. The Notice of Intention to Defend and the affidavit in support lack evidential value. The Claimant's claim succeeds and judgement is hereby entered in terms of the reliefs claimed.

**SIGN**

**HON JUDGE  
9/10/2024**