

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY  
IN THE GWAGWALADA JUDICIAL DIVISION  
HOLDEN AT GWAGWALADA  
BEFORE HIS LORDSHIP: A. S. ADEPOJU  
THIS 19<sup>TH</sup> DAY OF FEBRUARY, 2024**

**SUIT NO: FCT/HC/CV/429/19**

**BETWEEN:**

**BARRISTER INNOCENT EZEUGO -----CLAIMANT/RESPONDENT**

**AND**

- |   |   |                              |
|---|---|------------------------------|
| <ul style="list-style-type: none"><li><b>1. MATABOLLO AUCTIONEERS SERVICES NIG LTD</b></li><li><b>2. MATHEW BOLLO</b></li><li><b>3. HAJ. HALIMAT MELIGA</b></li><li><b>4. LEGEND GROUP OF COMPANIES LTD</b></li><li><b>5. THE CHIEF REGISTRAR FCT HIGH COURT</b></li><li><b>6. THE DIRECTOR ENFORCEMENT UNIT,<br/>FCT HIGH COURT.</b></li></ul> | } | <b>DEFENDANTS/APPLICANTS</b> |
|---|---|------------------------------|

*Parties in Court and no legal representation.*

**RULING**

The 5<sup>th</sup> and 6<sup>th</sup> defendants in their Notice of Preliminary Objection dated and filed on 5<sup>th</sup> day of October 2020 sought for an Order striking out this action, or the names of the 5<sup>th</sup> and 6<sup>th</sup> defendants as parties in this suit, because the facts as presently constituted does not disclose any cause of action against the 5<sup>th</sup>

and 6<sup>th</sup> respondents. The Counsel for the 5<sup>th</sup> and 6<sup>th</sup> defendants formulated a sole issue for determination to wit:

*Whether the Claimant's Writ of Summons discloses any cause of action against the 5<sup>th</sup> and 6<sup>th</sup> defendants.*

In order to determine whether there is a cause of action against a defendant the court is expected to examine the facts contained in the pleadings. On the meaning of cause of action, the defendants' counsel referred to definitions of cause of action as stated by the court in the case of **RIMEO CONSTRUCTION CO V VEEPE INDUSTRIES LTD (2005) 9 NWLR 929, 85 PAR B – H;**

***“A cause of action is defined as the entire set of circumstance giving rise to a right to sue. It includes the right of the claimant to succeed in such circumstance.”***

The Counsel also relied on the case of **FRN & ORS V ABACHA & ORD (2014) LPELR 22355 CA** where the Court held that:

***“A reasonable cause of action means a cause of action with some chances of success. For a statement of claim to disclose a cause of action, it must set out the legal rights of the plaintiff and the obligations of the defendant. It must then go on to set out the facts consisting infractions of the plaintiff's legal right or failure of the defendant to fulfil his obligation in such a way that if there is no proper defence, the plaintiff may succeed in the relief or remedy he***

***seeks. The word reasonable means fair, proper, just, moderation, suitable under the circumstance.***” – Per **Orji Abadua JCA.**

The Court was referred to paragraph 10, 11, 12 of the Claimant’s statement of claim, that a contract was entered into between the Claimant and the 1<sup>st</sup>, 2<sup>nd</sup> Defendants. That the Claimant also averred in paragraph 13, 14, 15, and 24 of the statement of claim, a breach of the contract on the part of the 1<sup>st</sup> and 2<sup>nd</sup> defendants. That there is nowhere in the statement of facts where the 5<sup>th</sup> and 6<sup>th</sup> defendants were mentioned in relation to contract between the Claimant and the 1<sup>st</sup> and 2<sup>nd</sup> defendants. That the 5<sup>th</sup> and 6<sup>th</sup> defendants are not involved in the said contract and therefore cannot be liable in the circumstance and as such cannot avail the claimant a cause of action against them.

The court was also referred to the endorsement in the Writ of Summons filed by the Claimant which the Counsel argued do not disclose any wrongful act of the 5<sup>th</sup> and 6<sup>th</sup> defendants, giving the claimant a cause of action. The Counsel also referred to the case of **THOMAS V OLUFOSOYE (1986) 1 NWLR (PT. 18) PG 669 @ 682 PAR H** – Per **Obaseki JSC** where the Court held that:

***“Where a statement of claim discloses no cause of action, if the court is satisfied that no amendment however ingenious will cure the defect, the statement of claim will be struck out and action dismissed.”***

That Ukeme in the case of **LABODE V OTUBU (2001) 7 NWLR (PT. 712) PG 256 @ 283**, the Supreme Court posited that:

***“Where a pleading discloses no reasonable cause of action, the only prayer that could be sought is for an order striking out the case.”***

The Court was urged to strike out the name of the 5<sup>th</sup> and 6<sup>th</sup> defendants from the suit.

The Claimant filed a written address in opposition to the Preliminary Objection. He argued that the statement of oath of witness for the 5<sup>th</sup> and 6<sup>th</sup> defendant with the documents pleaded showed that the 5<sup>th</sup> and 6<sup>th</sup> defendants participated in the transaction which the Claimant is complaining about, which subject matter is the Jeep with Registration **No. CKJ 46 AN**. That the 5<sup>th</sup> and 6<sup>th</sup> Defendants have gone ahead to corroborate the Claimant’s claim that the auction sale happened on the 7<sup>th</sup> August 2019 for **N650,000 (Six Hundred and Fifty Thousand Naira)**. He concluded that there is a cause of action against the 5<sup>th</sup> and 6<sup>th</sup> defendants in this suit.

It does appear to me that the Claimant does not understand or appreciate what constitutes a cause of action. While it is true that the 5<sup>th</sup> and 6<sup>th</sup> defendants are Chief Registrar of FCT High Court and the Director of Enforcement Unit, they carried out the auction of the vehicle which the Claimant claimed that he purchased from an auctioneer, I fail to see the liability of the Chief Registrar and the Director of the Enforcement Unit towards the Claimant that purchased an auctioned property and who failed to examine the vehicle, assess it before buying it. There is no gainsaying the fact that in an auction sale, what you see is what you buy. A purchaser of an auctioned good buys it with both the latent

and the apparent defect, unless there is a warranty from the seller. I do not think that the auctioneer is licensed on for that matter can be held liable for any defect on a good bought under an auctioneering exercise. Without necessarily going into the merit of the Plaintiff's Claim which is premature at this stage, I fail to see any nexus between the Claimant and the 5<sup>th</sup> and 6<sup>th</sup> Defendants. Nothing from the pleadings and the endorsement on the writ which imposes any liability on the 5<sup>th</sup> and 6<sup>th</sup> Defendants to warrant them filing a defence in this action. The joinder of the 5<sup>th</sup> and 6<sup>th</sup> Defendants by the Claimant is a misjoinder of parties. The names of the 5<sup>th</sup> and 6<sup>th</sup> Defendants are therefore struck out from this suit.

**Sign**

**Hon Judge  
19/2/2024**