

**THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE GWAGWALADA JUDICIAL DIVISION
HOLDEN AT GWAGWALADA
BEFORE HIS LORDSHIP HON. JUSTICE A. S. ADEPOJU
ON THE 22ND OF MAY, 2024**

SUIT NO: FCT/HC/CV/472/2023

BETWEEN:

**CHINEDU ANGUS NWOSU ----- PLAINTIFF
(TRADING UNDER THE NAME AND STYLE "CHINEDU NWOSU & CO")**

AND

BLENESON SERVICES NIGERIA LIMITED ----- DEFENDANT

*F. A. EKUAHOROVWE appears for the Claimant.
Defendant not represented.*

JUDGEMENT

The claim of the plaintiff as endorsed in the writ of summons are:

- a. A declaration that the Claimant is entitled to the vacant possession of all that office space measuring 565m² lying situate at Coscharis Centre, 5th Floor, Plot 388, Constitution Avenue, Central Business District, FCT, Abuja.
- b. Judgment of this Honourable Court directing the Defendant to forthwith deliver unto the Claimant vacant possession of all that office space measuring 565m² lying situate at Coscharis Centre, 5th Floor, Plot 388, Constitution Avenue, Central Business District, FCT, Abuja.
- c. Judgment of this Honourable Court directing the Defendant to forthwith pay to the Claimant the sum of **N13,490,000 (Thirteen Million, Four Hundred and Ninety Thousand Naira Only)** being the outstanding rent sum and service charge due and payable to the Claimant for the tenancy period spanning 1st November, 2021 to 31st October, 2022.
- d. Judgment of this Honourable Court directing the Defendant to forthwith pay to the Claimant the sum of **N18,677,190 (Eighteen Million, Six Hundred**

and Seventy-Seven Thousand, One Hundred and Ninety Naira Only) being the accrued mense profit calculated at **N46,810** per day from 1st November, 2022 to 4th December, 2023 (399 days).

- e. Judgment of this Honourable Court in the sum of **N46,810 (Forty-Six Thousand and Eight Hundred and Ten Naira Only)** as mense profit calculated per day from 5th December, 2023 till the day judgment is delivered and vacant possession given to the Claimant by the Defendant.
- f. Judgment of this Honourable Court in the sum of **N2,000,000 (Two Million Naira Only)** in favour of the Claimant against the Defendant as cost of action.
- g. Any other additional reliefs this Honourable Court may deem fit to grant in the circumstances of this suit.

The plaintiff's action is based on a tenancy relationship with the defendant in respect of Coscharis Centre, Plot 388, 5th Floor, Constitution Avenue, Central Business District, FCT, Abuja by a letter of authority dated 7th day of October 2019, the plaintiff was authorized to manage, superintend, let out and take any necessary step in respect of matters arising from the property. The defendant was let into the property for a fixed period of one year from the 1st day of November 2019 to 31st October 2020 in respect of an office space measuring 565m² at a sum of **N17,490,000 (Seventeen Million Four Hundred and Ninety Thousand Naira)**.

The defendant also contemporaneously let another 35m² from the same premises described above at a rent of **N1,000,000 (One Million Naira)**. And upon the receipt of the total sum of **N18.490,000 (Eighteen Four Hundred and Ninety Thousand Naira)** the defendant took possession of the office space and enjoyed uninterrupted and peaceful occupation of the property. The tenancy was further renewed from 1st November, 2020 to 31st October 2021. And upon

the expiration of the tenancy on 31st October 2021, the defendant was formally notified of its option to renew the tenancy for a further term of another one year certain, commencing from 1st November 2021 to 31st October 2022. The Defendant did not renew his tenancy, and after about three months of the receipt of the Claimant's letter he undertook to pay the rent and service charge for the tenancy period on or before 31st March 2022 but he failed to honour the content of its letter. And as a result the Claimant instructed his lawyer to formally demand for the payment of the rent and the outstanding service charge. The defendant accepted its indebtedness but failed to fulfill its promise. The defendant only paid the sum of **N5,000,000 (Five Million Naira)** out of the entire sum owed. Leaving an outstanding sum of **N13,490,000 (Thirteen Million Four Hundred and Ninety Thousand Naira)**. And upon the termination of the defendant's tenancy the claimant issued a 7 days notice of owner's intention to recover possession of the property. However despite the issuance of the notice, the defendant failed to give-up possession and pay its outstanding rent.

To prove the defendant's claim, one **Ngozi Nwankwo**, the Head of Management and Records of the Claimant testified as the sole witness and tendered documents pleaded in the statement of claim as Exhibits A1-A12 respectively. It is on record that the defendant was absent throughout the hearing of this case. There are proof of service of the originating process and hearing notices on the defendant.

On the effect of non-appearance of the defendant or non-filing of statement of defence in respect to the plaintiff's claim, it goes without need for any authority that such a defendant is deemed to have accepted the claim of the claimant against him as true. An unchallenged or uncontroverted evidence if credible and believed by the court, can be admitted by the court as the true

state of affairs and be acted upon. I have examined all the documents tendered by the Claimant to wit: the tenancy agreement, the letter of authority addresses to the claimant by Coscharis Motors Ltd, correspondences between the claimant and the defendant, with receipts of payment, professional and the seven days notice of owners intention to recover possession addressed to the defendant. I am satisfied that the plaintiff have discharged the burden of proof placed on it by law and have proved its case based on preponderance of evidence adduced vide the testimony of the sole witness and the documents tendered. Consequently, judgement is hereby entered for the plaintiff as per the claim endorsed on the writ of summons.

Signed

Hon. Judge

22/5/2024