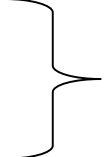


**IN THE HIGH COURT OF FEDERAL CAPITAL TERRITORY  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT MAITAMA – ABUJA  
BEFORE HIS LORDSHIP: HON. JUSTICE .H. MU’AZU  
SUIT NO: FCT/HC/M/869/2022  
DELIVERED ON THE 29/01/2025**

**BETWEEN:**

- 1. CLEMENT EZE
  - 2. MUSA ABBAS
  - 3. IDRIS ABDULMUMINI
  - 4. NEL-HABIDON GLOBAL SERVICE LTD
  - 5. IDAWU O. HABIBULAH
- 
- .....CLAIMANTS

**AND**

- 1. SEMAN GLOBAL PROJECT LTD
  - 2. MAXWEL STEPHEN NWEZE
  - 3. PERSONS UNKKNOWN
- 
- .....DEFENDANTS

**JUDGMENT**

The Claimants by a Writ of Summon and Statement of claim dated the 12/12/2022 but filed on the 19/12/2022 approach this Hon. Court and seeks for the following reliefs against the Defendants jointly:

- (1) *A DECLARATION that the 1<sup>st</sup> and 2<sup>nd</sup> Claimants are the respective original allottees of the Plot No. 2317 and 2318 within Sabon Lugbe East Extension Layout, FCT-Abuja by virtue of an Offer of Statutory Right of Occupancy granted to the 1<sup>st</sup> and 2<sup>nd</sup> Claimants by the Honourable Minister of the Federal Capital Territory and conveyed to the 1<sup>st</sup> and 2<sup>nd</sup> Claimants vide letters dated 11/03/1998.*

- (2) *A **DECLARATION** that 1<sup>st</sup> and 2<sup>nd</sup> Claimants have relinquished their respective interest in the said property known as Plot No. 2317 and 2318 within Sabon Lugbe East Extension Layout, FCT-Abuja to the 3<sup>rd</sup> Claimant who is the beneficial owner in equity of the property.*
- (3) *A **DECLARATION** that the 3<sup>rd</sup> and 4<sup>th</sup> Claimants are joint owners of the Property, known as Plot No. 2317 and 2318 within Sabon Lugbe East Federal Capital Territory, and conveyed to the 1<sup>st</sup> and 2<sup>nd</sup> Claimants vide letters dated 11/03/1998.*
- (4) *A **DECLARATION** that the 3<sup>rd</sup> and 4<sup>th</sup> Claimants are joint owners of the Property, known as Plot No. 2317 and 2318 within Sabon Lugbe East Extension Layout, FCT-Abuja, by virtue of the Joint Venture Agreement the 3<sup>rd</sup> and 4<sup>th</sup> Claimants entered into.*
- (5) *A **DECLARATION** that any subsequent purported allocation or re-allocation, sale or grant of any type of title in respect of the said Plot No. 2317 and 2318 within Sabon Lugbe East Extension Layout, FCT-Abuja to the Defendants or to any other person or persons is unlawful, illegal, null and void and of no legal effect whatsoever.*
- (6) *A **DECLARATION** that the act of trespass and forceful entry into the said property and the destruction of the Claimants' concrete fence, security house, and carting away of building materials by the Defendants is an act of intimidation, unlawful, wrongful, oppressive and provocative; and amounts to self help.*
- (7) ***AN ORDER** of Court perpetually restraining the defendants, either by themselves, their servants, privies, agents or by whatever name called from trespassing or further trespassing, invading or further invading or encroaching on the rights and interest of the Claimants over Plot No. 2317 and 2318 within Sabon Lugbe East Extension Layout, FCT-Abuja.*

*The sum of ₦200,000,000 (Two Hundred Million Naira only) being special, aggravated and general damages for trespass and destruction of Claimants' properties at Claimants' Plot No. 2317 and 2318 within Sabon Lugbe East Extension Layout, FCT-Abuja.*

Upon service of the Court process on the Defendants, the 1<sup>st</sup> and 2<sup>nd</sup> Defendants on record through a Counsel, jointly caused appearance to be entered at their behest, and save for the memorandum of Appearance, did not file any process in Court.

The suit was set down for hearing. At the hearing, the Claimants called their sole witness Idris Abdulmumuni (3<sup>rd</sup> Claimant), who testified as PW1, on the 20/11/2023. The case of the Claimant before the Court as testified by PW1 is that the 1<sup>st</sup> and 2<sup>nd</sup> Claimants were granted Rights of Occupancy over plot Nos. 23A and 2318 in Sabon Lugbe East Extension Layout, Abuja by the Hon Minister, Federal Capital Territory (FCT) in 1998. That the Claimants received the necessary documents such as offer of terms of grant/conveyance of Approval dated 11/03/1998 confirming their title to these plots, and Technical Deed plan.

The Claimants aver that 1<sup>st</sup> and 2<sup>nd</sup> Claimants later transferred their interest in these plots to the 3<sup>rd</sup> Claimant through a Power of Attorney and a Sales Agreement, making the 3<sup>rd</sup> Claimant the beneficial owner of the subject matter.

It is further the assertion of the Claimants that the 3<sup>rd</sup> Claimant entered into a Joint Venture agreement with the 4<sup>th</sup> Claimant represented by the 5<sup>th</sup> Claimant, resulting in Joint ownership of the plots between the 3<sup>rd</sup> and the 4<sup>th</sup> Claimants.

That in October 2022, the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Defendants along with armed thugs, allegedly forcefully entered the Claimant's property, destroyed a concrete fence and security house under construction, and took away building materials stored on the land.

PW1 tendered the following documents in evidence to wit;

- (1) Two offers of term of grant/conveyance of approval letters issued to the 1<sup>st</sup> and 2<sup>nd</sup> Claimants.**
- (2) Technical Deed plan**
- (3) Two Bills Occupancy Rents and Fees**
- (4) Payment Receipts issued to the 1<sup>st</sup> and 2<sup>nd</sup> Claimants**
- (5) Power of Attorney /Sale Agreement in 3<sup>rd</sup> Claimant's favour.**
- (6) Joint Venture Agreement between 4<sup>th</sup> and 5<sup>th</sup> Claimant.**

All these were admitted in evidence and marked as Exhibit **P1** to **P6** respectively.

As stated earlier, apart from memorandum of appearance, the Defendants did not defend the action neither did they cross examine the Claimants' sole witness, The Defendants' right to cross examine and defend the action was therefore duly foreclosed based on the strength of Claimant's counsel application.

The suit was then adjourned for filing and adoption of final written addresses. Only the Claimants filed a Final Written Address. The Defendants failed to file theirs. In the Address of the Claimants, Learned Counsel for the Claimant formulated three issues for determination, to wit;

- (1) Whether the Claimants have established their legal rights and interest over the plots No. 2317 and 2318 within the Sabon Lugbe East Extention Layout, Abuja by virtue of the Hon. Minister of FCT's Conveyance of Approval of a grant of Rights of Occupancy to them and the subsequent transactions.**
- (2) Whether the actions of the Defendants, including trespass and destruction of the Claimants property on the said plots, amount to an infringement of the Claimant's right and interests over the land.**
- (3) Whether the Defendants should be restrained from further trespassing or encroaching upon the Claimant's plots.**

**(4) Whether the Claimants are entitled to general damages for the losses suffered as a result of the Defendants actions.**

Learned Counsel argued the 4 issues formulated above together citing relevant case law in urging the court to grant all the reliefs sought in the interest of justice.

I have gone through the evidence of the Claimants as aptly testified by PW1 (3<sup>rd</sup> Claimant) both oral and documentary. It is equally on record that the Defendants failed and or refused to defend this suit despite evidence of service of the Court processes on them.

Indeed, the law is trite that a party who seek Judgment in his favour is required by law to produce evidence to support his pleadings. It is pertinent to state here that reliefs No. 1 to relief 5 claims by the Claimants are declaratory reliefs.

It is an established position of law that in cases where declaratory reliefs are claimed as in the present case, the Claimant must satisfy the Court by cogent and reliable proof of evidence in support of his claim. See **AGBAJE VS. FASHOLA & ORS. (2008) 6 NWLR (PT. 1087)**.

Indeed, Judicial pronouncement are ad-idem that declaratory relief are never granted based on admission or on default of filing defence. See **MOTUNWASE VS. SORUNGBE (1988) NWLR (PT. 92) 98**.

Where the Court is called upon to make declaration of a right, it is incumbent on the party claiming to be entitled to the said declaration to satisfy the Court by evidence and not the admission in pleadings.

The imperativeness of this arises from the fact that the Court has discretion to grant or refuse to grant such declaration. **SAMESI VS. IGBGE & ORS. (2011) LPELR 4412**.

On whether the Claimants in the case in view are entitled to the reliefs claimed or not, it becomes most expedient to ascertain the root of title of Claimants first and foremost.

There are five ways proving ownership of land that are recognized by Judicial decision. One or more of the modes are usually used in proof, they are:

- (1) **Traditional evidence**
- (2) **Production of document title**
- (3) **By proving acts of ownership numerous and positive enough to warrant and inference that the person is the owner.**
- (4) **Act of long possession and**
- (5) **By proof of possession of connected or adjacent land.**

See **AKAOSE VS. NWOSU (1997) 1 NWLR (PT. 482) 478 at 492 para. 13 – D.**

The Claimants in their evidence before the Court and title documents, claimed that they came about the subject matter of litigation by virtue of allocation of Conveyance of Provisional Approval of terms of grant/conveyance of approval dated 1988 issued by Abuja Municipal Area Council. The Claimants tendered the said offers of terms of conveyance in evidence as Exhibit **P1**.

Similarly, the Claimant tendered Exhibit **P2** and **P3** which are ‘Technical Deed Plan and Bill of Right of Occupancy. Also tendered were bunch of payment Receipt from Abuja Municipal Area Council and Power of Attorney in favour of the 3<sup>rd</sup> Claimant now exhibits P4 and P5 respectively.

Indeed, the Federal Capital Territory came into being by decree No. **6** of **1976**, with 04/02/1976 as the commencement date. Section 297(2) of the 1999 Constitution of the Federal Republic of Nigeria vests absolute ownership of land within the Federal Capital Territory in the Federal Government of Nigeria. The said provision is in agreement with section 1(3) of the Federal Capital Territory Act, 2004.

For ease of reference, I shall reproduce the said section 297(2) of the 1999 Constitution of Federal Republic of Nigeria and section 1(3) of the FCT Act.

Section 1(3) of FCT Act provides:

**“the Area contained in the Capital Territory shall as from the commencement of this Act, ceased to be a portion of the states concerned and shall henceforth be governed and administered by or under the control of the Government of the Federation to the execution of any other person or authority whatsoever and the ownership of the lands comprised in the Federal Capital Territory shall likewise vest absolutely in the Government of the Federation.”**

Section 297(2) of the 1999 Constitution provides **“The ownership of all lands comprised in the Federal Capital Territory Abuja shall vest in the Government of the Federal Republic of Nigeria.”**

It is trite that, where the language, terms, intent or words to any part or section of a written contract, document or enactment are clear and unambiguous as in the instant case, they must be given their ordinary and actual meaning as such terms or words used best declared the intention of law maker unless this would lead to absurdity or be in conflict with some other provision thereof. It therefore presupposes that where the languages and intent of an enactment or contract is apparent, a trial Court must not distort their meaning. See **OLATUNDE VS. OBAFEMI AWOLOWO UNIVERSITY (1998) 5 NWLR (PT. 549) 178.**

A Certificate of Occupancy was properly issued and where there is no dispute as to whether the document was properly issued by a competent authority, it raises the presumption that the holder of the document is the owner in exclusive possession of the land. The Certificate also raises the presumption that at the time it was issued, there was not in existence a customary owner whose title has not been revoked. It should however to be noted that the presumption is rebuttable because if it is proved by evidence that another person had a better title to the land, before the issuance of the Certificate of

Occupancy, the said Certificate of Occupancy stand revoked. See **MADU VS. MADU (2008) 2-3 SC.**

A declaratory relief is a discretionary remedy which is not granted as a matter of course and the Court must be satisfied before granting it that the Plaintiff or Claimant has a very strong and cogent case both from his statement of claim and from the evidence he adduce in support of his case. The Claimant must satisfy the Court that under all the circumstances of the case, he is fully entitled to the discretionary reliefs in his favour, when all facts are taken into consideration. See **MAKANJOULA VS. AJILORE (2001) 12 NWLR (PT. 727) 416.**

This bring me to the question, who actually issued the title documents of the Claimants in evidence?

A perusal of the title documents in evidence will reveal that, it was issued by Ministry of Federal Capital Territory, Abuja Municipal Area Council.

The said letter was signed by Lugard I. Edegbe, Zonal Manager for Hon. Minister. The facts remain that the only person who can allocate land in the Federal Capital Territory Abuja or sign any document relating to statutory Right of Occupancy in the Federal Capital Territory is the Hon. Minister of FCT or any person to whom he has legally delegated his powers to act on his behalf. See **CITEC INTERNATIONAL ESTATES LTD & ANOR VS. STYLES TRENDS & FASHION LTD & ORS. (2022) LPELR 571781 (CA).**

It is instructive to state here that very recently the Apex Court of the land took time to explain the status of the Hon. Minister of the FCT, and Federal Capital Development Authority in the case of **HAJIA YIMUSA BAKARI VS. DEACONESS (MRS) FELICIA OGUNDIPE & ORS. (2021) 5 NWLR (PT. 1768) 1 at 36 E – H.** The court held thus

**“it is very important to decide the status of Abuja and Whether the 2<sup>nd</sup> and 3<sup>rd</sup> Respondents are agencies of the Federal Government of Nigeria. A decision would lay to rest once, and for all time proper. I**

**am of the view that since the Hon. Minister of the Federal Capital Territory occupies similar position like the Governor of a state, the Hon. Minister of Federal Capital Territory can also like a Governor of a state in the Federation of Nigeria act through agent or officials of Federal Capital Development Authority. Letter of allocation of land can be signed by any officer of the FCTA or Federal Capital Development Administration on behalf of the Hon. Minister or by whom such powers is delegated by him". CITEC INTERNATIONAL ESTATE LTD & ANOR VS. STYLES FRANK& FASHION LTD & ORS (2022) LPELR 57178 (CA).**

Indeed, it needs to be said that all the five methods of proving title to land, enumerated in the preceding part of this judgment, do not have to be present before proof of ownership can be said to have been established as only one of the methods is sufficient and the Claimant must prove by cogent, satisfactory and conclusive evidence. I rely on **OHENEIARIA VS. ENOGIE (1976) 12 SC.**

It is clear that Exhibit **P1** tendered by the Claimants was signed by one Lugard I. Edegbe, Zonal Manager for Hon. Minister of FCT in tacit compliance with the law.

Whereas the **1<sup>st</sup>** to **3<sup>rd</sup>** Defendants who were duly served with the process of this Hon. Court have failed to join issues with the Claimants and defend the suit.

Indeed, this Hon. Court, where it is satisfied, can act on the unchallenged evidence of the Claimants to enter Judgment in favour of the Claimants. The Defendants having not challenged the evidence of the Claimants. **BITRUS VS. STATE (2021) LPELR 56235 (CA).**

I am satisfied that the Claimants have proved their entitlement to the relief sought in this suit. I shall therefore without much ado, enter Judgment for the Claimants and accordingly ordered as follows:

- (1) **I HEREBY MAKE A DECLARATION** that the 1<sup>st</sup> and 2<sup>nd</sup> Claimants are the respective original allottees of the Plot No. **2317** and **2318** within Sabon Lugbe East Extension Layout, FCT-Abuja by virtue of an Offer of Statutory Right of Occupancy granted to the 1<sup>st</sup> and 2<sup>nd</sup> Claimants by the Honourable Minister of the Federal Capital Territory and conveyed to the 1<sup>st</sup> and 2<sup>nd</sup> Claimants vide letters dated 11/03/1998.
- (2) **I FURTHER MAKE A DECLARATION** that 1<sup>st</sup> and 2<sup>nd</sup> Claimants have relinquished their respective interest in the said property known as Plot No. **2317** and **2318** within Sabon Lugbe East Extension Layout, FCT-Abuja to the 3<sup>rd</sup> Claimant who is the beneficial owner in equity of the property.
- (3) **A DECLARATION** that the 3<sup>rd</sup> and 4<sup>th</sup> Claimants are joint owners of the Property, known as Plot No. **2317** and **2318** within Sabon Lugbe East Federal Capital Territory, and conveyed to the 1<sup>st</sup> and 2<sup>nd</sup> Claimants vide letters dated 11/03/1998 is hereby granted.
- (4) **A DECLARATION** that the 3<sup>rd</sup> and 4<sup>th</sup> Claimants are joint owners of the Property, known as Plot No. **2317** and **2318** within Sabon Lugbe East Extension Layout, FCT-Abuja, by virtue of the Joint Venture Agreement the 3<sup>rd</sup> and 4<sup>th</sup> Claimants entered into is hereby granted.
- (5) **A DECLARATION OF COURT IS HEREBY MADE** that any subsequent purported allocation or re-allocation, sale or grant of any type of title in respect of the said Plot No. **2317** and **2318** within Sabon Lugbe East Extension Layout, FCT-Abuja to the Defendants or to any other person or persons is unlawful, illegal, null and void and of no legal effect whatsoever.
- (6) **I HEREBY DECLARE** that the act of trespass and forceful entry into the said property and the destruction of the Claimants' concrete fence, security house, and carting away of building materials by the

Defendants is unlawful, wrongful, oppressive and provocative; and amounts to self-help.

- (7) **AN ORDER** of Court perpetually restraining the defendants, either by themselves, their servants, privies, agents or by whatever name called from trespassing or further trespassing, invading or further invading or encroaching on the rights and interest of the Claimants over Plot No. **2317** and **2318** within Sabon Lugbe East Extension Layout, FCT-Abuja is hereby granted.
- (8) General damages in the sum of **₦5,000.000.00** (Five million Naira) only is granted against the Defendants jointly and severally.

**SIGNED:**  
**HON. JUDGE**  
**29/01/2025.**

**APPEARANCE:**

*Chuka Egbo, Esq, with Tamara Blessing Appam, Esq, for the Claimants*  
*Shehu Michael, Esq, for the 1<sup>st</sup> and 2<sup>nd</sup> Defendants*