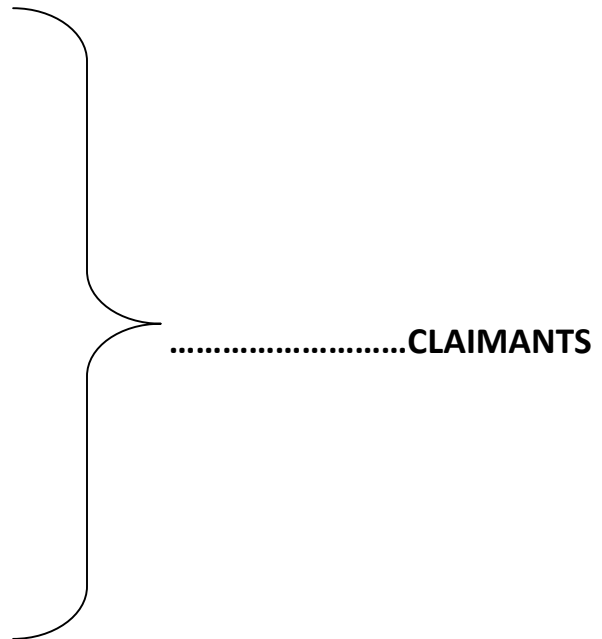


**IN THE HIGH COURT OF FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT MAITAMA – ABUJA
BEFORE HIS LORDSHIP: HON. JUSTICE .H. MU’AZU
SUIT NO: FCT/HC/CV/876/2022
DELIVERED ON THE 29/01/2025**

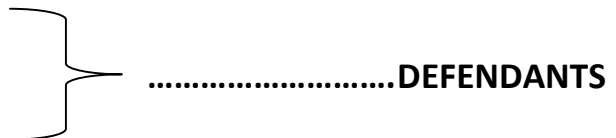
BETWEEN:

- 1. EKELE JOHN
- 2. FRIDAY ABOKO
- 3. ABICHI JONAH
- 4. KAMSON JOHN
- 5. SERAH ALFA
- 6. SILVER OMOREFE
- 7. ATTAI IGALA
- 8. JOSEPH MUSA
- 9. ADONAB JOHNSON
- 10. MUSA ABRAHAM
- 11. SUAN MUSA
- 12. IDRIS ABDULMUMUNI
- 13. NEL-HABIDON GLOBAL SERVICE LTD
- 14. IDAWU O. HABIBULAH



AND

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



JUDGMENT

The Claimants alleged that they were granted Rights of Occupancy over plots Nos. 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270 and 2271 within Sabon Lugbe East Extension Layout Federal Capital Territory Abuja by the Federal Capital Territory Minister in 1998. And that the Defendants trespassed into their various plots hence this suit. The Claimants took out a writ of summon and statement of claims dated

the 12/12/2022 and sought for the following reliefs against the Defendants:

- (a) *A **DECLARATION** that the 1st to 11th Claimants are the respective original allottees of the Plots No. 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270 and 2271 within Sabon Lugbe East Extension Layout, FCT-Abuja by virtue of an Offer of Statutory Right of Occupancy granted to the 1st to 11th Claimants by the Honourable Minister of the Federal Capital Territory and conveyed to the 1st to 11th Claimants vide letters dated 11/3/98.*
- (b) *A **DECLARATION** that 1st to 11th Claimants have relinquished their respective interest in the said property known as Plot No. 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270 and 2271 within Sabon Lugbe East Extension Layout, FCT-Abuja to the 12th Claimant who is the beneficial owner in equity of the property.*
- (c) *A **DECLARATION** that the 12th and 13th Claimants are joint owners of the Property known as Plot No. 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270 and 2271 within Sabon Lugbe East Extension Layout, FCT-Abuja, by virtue of the Joint Venture Agreement the 12th and 13th Claimants entered into.*
- (d) *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. 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270 and 2271 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.

- (e) *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.*
- (f) ***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. **2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270 and 2271** within Sabon Lugbe East Extension Layout, FCT-Abuja.*
- (g) *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. **2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270 and 2271** within Sabon Lugbe East Extension Layout, FCT-Abuja.*

The Writ of Summon were duly served on the Defendants and the 1st and 2nd Defendants through a Counsel, caused an appearance to be entered at their behest, and served memorandum of Appearance, but did not file any process and did not cross-examine PW1 and further failed to defend the suit.

The suit proceeded into hearing, the Claimants called their sole witness Idris Abdulmumuni (12th Claimants) on the 20/11/2023. The case of the Claimants as distilled from the witness statement on oath of PW1 is that the 1st to 11th Claimants acquired these plots through an offer of terms of grant/conveyance of approval conveyed by the Zonal Manager on behalf of the Hon. Minister of the Federal Capital Territory Abuja. The Claimants assert that their rights have been violated by the Defendants through acts of trespass, unlawful entry, and destruction of property. That the 1st to 11th Claimants later transferred their interest in these plots to the 12th Claimant through a transaction evidenced by Power of Attorney and a sales agreement, making the 12th Claimant, equitably the beneficial owner. That the 12th Claimant entered into a Joint Venture Agreement with the 13th Claimant, represented by the 14th Claimant resulting in Joint ownership of the plots between the 12th and the 13th Claimants.

The Claimants further stated that in October, 2022, the 1st, 2nd and 3rd Defendants, along with armed thugs, allegedly forcefully entered the Claimants property destroyed a concrete fence and security house under construction and took away building materials stored on the Land.

The Claimants tendered the following documents in evidence to wit:

- (1) 11 offers of terms of grant/conveyance of approval dated 11/3/1998 in favour of 1st to 11th Claimants**
- (2) Two technical Deed plans**
- (3) 11 Bills of Occupancy Rents and Fees issued to 1st to 11th Claimants**
- (4) Bundle of Payment receipts issued to 1st to 11th Claimants**
- (5) 11 Power of Attorney/Sale Agreements in 12th Claimant's favour**
- (6) Joint venture Agreement between 12th and 13th Claimants.**

All these documents were admitted in evidence as Exhibits **P1** to **P6** respectively.

As I stated earlier in the preceding part of this Judgment, the Defendants did not participate in this proceeding even though **1st** and **2nd** Defendants were represented by a Counsel who filed a Memorandum of Appearance but did not file a Statement of defence and or cross-examined Claimants' witness.

On the strength of the Claimant's Counsel application both the right of the Defendants to cross examine PW1 and defend the action were foreclosed after the matter was duly adjourned for cross examination and defence and there was evidence of service of hearing Notices on the Defendants, on both occasions, but they failed to turn up. Matter was then adjourned for adoption of Final Written Addresses. The Defendants failed, yet again, to respond

The Claimants filed their final written address and adopted same on the 19/11/2024 to pave way for this Judgment. In their written address, the Claimants formulated the following issues for determination to wit:

- (1) Whether the Claimants have established their legal Rights and interest over the plots 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270 and 2271 within Sabon Lugbe East Extension, Layout Abuja by virtue of the Hon. Minister of FCT Conveyance of Approval of a grant of Rights of Occupancy to them and the subsequent transaction.**
- (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 rights and interest over the land.**

- (3) **Whether the Defendants should be restrained from further trespassing or encroaching upon the Claimants plots.**
- (4) **Whether the Claimants are entitled to general damages for the losses suffered as result of the Defendants action.**

Learned Counsel argued the above issues aforesaid succinctly in urging the Court to grant all the reliefs sought by the Claimants.

I have gone through the evidence of the Claimants as aptly adduced by PW1 (12th 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 seeks 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. **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. **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 is 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.**

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

The Claimants in their evidence before the Court claim 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 offer 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 is

a payment Receipt from Abuja Municipal Area Council and Power of Attorney.

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 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 adduced 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 Supreme Court held thus

“it is very important to decide the status of Abuja and Whether the 2nd and 3rd 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”.

See also **CITEC INTERNATIONAL ESTATE LTD & ANOR VS. STYLES FRANK& FASHION LTD & ORS (2022) LPELR 57178 (CA)**.

Indeed, it need to be said that all the five methods of proving title to land, stated in the preceding part of this Judgment, do not have to be present before proof of the said 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.

Again, it is pertinent to state that the 1st to 3rd Defendants who were duly served with the processes of this Hon. Court have refused to put in an appearance or cause same to be entered for them.

Indeed, this Hon. Court by law, will be the right to act on the unchallenged evidence before the court same is cogent and reliable to enter Judgment in favour of the Claimants. The Defendants having not challenged the evidence of the Claimants. See **BITRUS VS. STATE (2021) LPELR 56235 (CA)**.

I shall therefore without much ado, enter Judgment for the Claimants, the Claimants having proved by cogent evidence their entitlement to the reliefs sought. Accordingly, I hereby grant the prayers of the Claimants and order as follows:

- (a) **A DECLARATION** that the 1st to 11th Claimants are the respective original allottees of Plots No. **2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270** and **2271** within

Sabon Lugbe East Extension Layout, FCT-Abuja by virtue of an Offer of Statutory Right of Occupancy granted to the 1st to 11th Claimants by the Honourable Minister of the Federal Capital Territory and conveyed to the 1st to 11th Claimants vide letters dated 11/3/98 is hereby granted.

- (b) **COURT HEREBY DECLARED** that 1st to 11th Claimants have relinquished their respective interest in the said property known as Plot No. **2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270** and **2271** within Sabon Lugbe East Extension Layout, FCT-Abuja to the 12th Claimant who is the beneficial owner in equity of the property.
- (c) **A DECLARATION** is hereby made that the 12th and 13th Claimants are joint owners of the Property known as Plot No. **2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270** and **2271** within Sabon Lugbe East Extension Layout, FCT-Abuja, by virtue of the Joint Venture Agreement the 12th and 13th Claimants entered into.
- (d) **I FURTHER DECLARED** that any subsequent purported allocation or re-allocation, sale or grant of any type of title in respect of the said Plot No. **2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270** and **2271** 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.
- (e) **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 unlawful, wrongful, oppressive and provocative; and amounts to self-help is hereby granted.

- (f) **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. **2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270** and **2271** within Sabon Lugbe East Extension Layout, FCT-Abuja.
- (g) The sum of **₦10,000,000** (Ten Million Naira only) General damages for trespass and destruction of Claimants' properties at Claimants' Plot No. **2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270** and **2271** within Sabon Lugbe East Extension Layout, FCT-Abuja is hereby granted.

SIGNED:
HON. JUDGE
29/01/2025.

APPEARANCE:

Chuka Egbo, Esq, with Tamara Blessing Appam, Esq, for the Claimants
Shehu Michael, Esq, for the 1st and 2nd Defendants