

**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/8050/2024  
DELIVERED ON THE 20/01/2025**

**BETWEEN:**

**HAMZA ABDULLAHI ATTA.....CLAIMANT**

**AND**

- 1. HON. MINISTER OF THE FCT**
  - 2. FEDERAL CAPITAL TERRITORY ADMINISTRATION**
- } ....DEFENDANTS

**JUDGMENT**

The Claimant (Hamza Abdullahi Atta) took out an Originating Summons dated and filed the 23/10/2023 against the Defendants and formulated the following questions for determination to wit:

- 1. WHETHER by a Statutory Right of Occupancy dated 25<sup>th</sup> March, 2006, the 1<sup>st</sup> Respondent validly allocated to the Claimant all that property measuring 1595.42sqm situate at Plot 1092, Utako District (B05), Abuja, having paid the necessary fees.**
- 2. WHETHER by the interpretation of 1<sup>st</sup> Respondent’s letter of 7<sup>th</sup> December 2012, the 1<sup>st</sup> Respondent is not obligated to the Claimant.**

3. **WHETHER** the 1<sup>st</sup> Respondent's undertaking to provide an alternative plot in its letter of 7<sup>th</sup> December 2012, after the 1<sup>st</sup> Respondent revoked the Claimant's Right of Occupancy over Plot 10 92, Utako District (B05), Abuja, in the same letter, is still valid and subsisting.
4. **WHETHER OR NOT** by the Claimant's receipt of payment dated 5<sup>th</sup> June 2007 and the 1<sup>st</sup> Respondent's Undertaking in its letter of 7<sup>th</sup> December 2012, the 1<sup>st</sup> Respondent is not obligated to provide an alternative plot of land to the Claimant.
5. If question 1, 2 and 3 are answered in the affirmative, whether the Claimant is not entitled to the reliefs sought in this suit, premised on the Respondents' failure to fulfill their obligation to the Claimant by providing an alternative plot to the Claimant.

And where the above questions are resolved in his favour the Claimant seeks the following reliefs;

1. *A DECLARATION that vide a Statutory Right of Occupancy dated 25<sup>th</sup> March, 2006, the 1<sup>st</sup> Respondent validly allocated to the Claimant all that property measuring 1595.42sqm situate at Plot 1092, Utako District (B05), Abuja.*
2. *A DECLARATION that premised on the Claimant's receipt of payment dated 5<sup>th</sup> June 2007 and the 1<sup>st</sup> Respondent's Undertaking in its letter of 7<sup>th</sup> December 2012, the Respondents are obligated to provide an alternative plot of land to the Claimant.*
3. **AN ORDER** of this Honourable Court directing the Respondents to allocate an alternative plot of commensurate

*value to Plot 1092, Utako District (B05), Abuja to the Claimant.*

Or in the alternative to prayer 3

- 4. The sum of **₦75,000,000.00** (Seventy-Five Million Naira only) representing the current sale value of all that property measuring 1595.42sqm situate at Plot 1092, Utako District (B05), Abuja.*
- 5. The sum of **₦10,000,000** (Ten Million Naira only) as GENERAL DAMAGES.*
- 6. The sum of **₦4,500,000** for SPECIFIC DAMAGES.*
- 7. The sum of **₦5,000,000** as COST OF THIS SUIT.*
- 8. SUCH FURTHER ORDER(S) as this Honourable Court may deem fit to make in the circumstances.*

The case of the Claimant as distilled from the affidavit in support of the originating summon is that sometime in 2005, he made an application to the Defendants and was allotted Plot 717, Cadastral Zone B04, Jabi District, measuring about **2318.65 sqm**. After paying the statutory fees and just before taken possession, the Defendant revoked same and offered him Plot No. **1092** Utako District (B05) Abuja as an alternative.

The Claimant avers that he paid the sum of **₦1,029,000** (One Million, Twenty-Nine Thousand Naira only) on the 05/06/2007 into account No. **090100499209** belonging to the Defendants. That after the payment, he took possession of the land erected beacons and started making plan to develop the property and proposed building plan was submitted but it was not processed because the plot was allocated to someone else making it an issue of double allocation.

That on the 07/12/2012, he received a letter from the 2<sup>nd</sup> Defendant, written on behalf of the 1<sup>st</sup> Defendant informing him of the decision of the 1<sup>st</sup> Defendant to revoke the Statutory Right of Occupancy given to him over the said plot **1092**, Utako District, Abuja on the ground that there was Court Judgment in **CV/1464/2009** and promised to give him an alternative plot of land in due course for development.

The Claimant stated that he waited endlessly for the said allocation but to no avail. That on 13/12/2018 he wrote to the 1<sup>st</sup> Defendant pleading with him again and also reminding him of his obligation to get him an alternative plot but all efforts were ignored. The Claimant annexed the following documents to the originating summon to wit;

- (1) Change of offer of a Statutory Right of Occupancy and site plan as Exhibit 1**
- (2) Receipt No. 0030700 as Exhibit 2**
- (3) Notice of Revocation as Exhibit 3**
- (4) Complaint of double allocation/Appeal for Remedy as Exhibit 4 and**
- (5) Valuation report as Exhibit 5**

In line with law and procedure, a written address was filed wherein two issues were formulated for determination to wit:

- (1) Did the 1<sup>st</sup> Defendant err when it failed to fulfill its unequivocal promise and/or undertaken to provide an alternative plot to the Claimant after it revoked the earlier grant of 25/3/2006.**

**(2) Has the Claimant successfully proven his case to entitle to the grant of the relief sought?**

Learned Counsel argued the above issue citing relevant cases in urging the Court to grant all the reliefs sought.

Reacting to the Originating Summon, the Defendants filed a counter affidavit of 7 paragraph deposed to by one Saidu Badamasi Abdulkadir a Legal Assistant in the Litigation Registry of the Legal Services of the Defendant.

It is the deposition of the Defendants that the Claimant never made any payment in respect of Plot No. **717** Cadastral Zone **B04**, Jabi District, Abuja. And that the Claimant was never in physical possession of Plot **109**, Cadastral Zone **B05**, Utako District, Abuja before the title was revoked and did not apply and or submit any building plan in respect of the said plot **1092**, Cadastral Zone **B05**, Utako District, Abuja.

That the Claimant has not expended millions of naira on the plot, whether by payment of labourers and workmen, payment for map on building plan approval.

The Defendants further aver that plot **1092** Cadastral Zone **B05** Utako District, Abuja was allocated to Farida Concept Limited on the 16/05/2003 and same was duly accepted. And that the title of Farida Concept Limited was revoked for non-development and the subject matter was re-allocated to the Claimant but FCT High Court declared the revocation null and void, in compliance with the Judgment of the Court, the Defendant revoked the title of the Claimant.

That the Defendants are making effort to ensure that an alternative plot that is unencumbered is allocated to the Claimant in line with the content of the revocation letter.

The Defendants annexed the following documents to the counter affidavit to wit:

- (1) Offer of Terms of Grant/Conveyance of Approval**
- (2) Letter of acceptance**
- (3) Power of Attorney**
- (4) Certificate of Occupancy**
- (5) Revenue Receipt and**
- (6) Revocation letter as Exhibit D1 to D7 respectively.**

A written address was filed wherein the Defendants argued succinctly in urging the Court to dismiss the suit.

The Claimant upon service, filed a further affidavit in support of the Originating summons wherein he maintained that, he made payment in the sum of **₦1,000,000** in respect of the subject matter and also paid engineer and labourer.

I have gone through the affidavit evidence of the Claimant in support of the Originating Summon cum Exhibits annexed therein on one hand and counter-affidavit of the Defendants on the other hand.

Indeed, originating summons as a process has its own peculiarities which are geared towards expeditions determination of the cause of the parties which cause is not burdened by facts that are likely to be in dispute. It is a method of commencing an action where the sole or

principal question in issue is or likely to be directed to the construction of a written law, the constitution or other documents or other question of law. In other words, originating summons is used for non-contentious action or matter that is, those action where the facts are not likely to be in dispute. All the Court need to do is to proceed to hear and determine the suit by deducing inference from the affidavit evidence filed by the parties. See **INCORPORATED TRUSTEES OF CATHOLIC DIOCESS OF EKITI STATE VS. A.G. EKITI STATE (2018) LPELR 43510 (CA)**.

A perusal of the Originating Summons before the Court will reveal that the Claimant has formulated some issues for determination as captured in the preceding part of this judgment.

Indeed, a closer look at the Claimants questions for determination and relief sought will show that the question before this Court is purely a question of law, also a look at the Claimant's affidavit will show that the issue whether the Defendants were right for failure to fulfill its promise and or undertaking to provide an alternative plot to the Claimant after it revoked the earlier grant of 25/03/2006?

Having peruse through parties cases before me, to arrive at justice, the Court hereby formulate a lone issue for determination to wit; ***Whether given law, facts and circumstance of this case, the Claimant has proved his case to be entitled to the grant of all the reliefs sought in this case?***

The law is that the initial burden of proof in any given case rest squarely on the Claimant, where a Claimant allege a fact, pleads that fact and produce evidence in proof of it. The onus will shift to the Defendant to adduce evidence in rebuttal (section 131(1) and 134 of

Evidence Act, 2011. See **SUN PUBLISHING LTD VS. ELEMA & ANOR (2024) LPELR 62922 (CA)**.

The Claimant's contention before the Court is that, he applied to the Defendants in 2005 and was allotted plot No. **717** Cadastral Zone **B04**, Jabi District, Abuja, measuring about **2318.65 sqm** by the **1<sup>st</sup>** Defendant in March 2006. That he accepted same and paid statutory fees thereof, but before he could take possession, the Defendants revoked same and issued him Plot **1092** Utako District B05 Abuja.

The Claimant stated that he accepted same and paid the sum of **₦1,029,000** into account No. **090100499209** belonging to the **2<sup>nd</sup>** Defendant and also make some payment and took possession of same. Again the Defendants revoked the land and promised to give him alternative land but up to now they have failed to honour their promise.

I have seen Exhibit 1 annexed by the Claimant i.e. (change of offer of a Statutory Right of Occupancy) in the name of the Claimant. The said document is dated 25/03/2006. Equally in evidence is the Revenue receipt of payment by the Claimants to the Defendants.

I have equally seen Exhibit 3 which is a Notice of Revocation of Right of Occupancy with file No. **AK 26862** over plot No. 1092 within Utako B05 District, Abuja.

For avoidance of doubt, paragraph 1 and 2 of Exhibit 3 is hereby reproduce;

**Paragraph 1 "I have been directed to refer to the above Right of Occupancy and inform you that the Minister of**

**FCT has exercise of power conferred on him under the Land Use Act No. 6 of 1978, Cap. 15, Laws of the Federation of Nigeria, 2004, revoked your rights, interest and privileges over Plot No. 1092 within Utako B05 District.”**

**Paragraph 2 “The Revocation is in compliance with the Court Judgment over the land in suit No. FCT/HC/CV/1464/2009. However, an alternative plot of land will be allocated to you in due course for your development. The said letter is dated 07/12/2012.**

It is instructive to state here that extrinsic evidence will not be admissible to vary the content of a written agreement. Where there is documentary evidence on an aspect of a party’s case, no oral evidence is admissible on that aspect as contents of a document speak for itself. See **MUTUAL BENEFIT ASSURANCE PLC VS. LEADWAY ASSURANCE CO. LTD & ORS. (2024) LPELR 61978 (CA).**

Indeed, my duty as a Judge is to do substantial Justice – stark Justice based on fairness which to all intent and purpose, seeks to not only ensure fairness in dispensing justice, but which is manifestly seen and duly acknowledge by all and sundry and justice both in content and context. I am not judicial technician in the workshop of technical justice. The jurisprudence or logic of reasoning is as humanly possible, would be devoid of technicalities. The need to do substantial justice and avoid delving into the error of technicality is well settled by the Apex Court of the land. See **OYEMYEMI & ORS. VS. OWOEYE & ANOR (2017) LPELR 41903 (SC).**

The contention of the Defendants in paragraph 5 (u) of their counter affidavit to my mind amounts to admission. For clarity the paragraph is hereby reproduce;

**5(u) “that the Defendants are making efforts to ensure that an alternative plot that is unencumbered is allocated to the Claimant in line with the content of the revocation letter.”**

The question is for how long would the Claimant continue to wait? The action of the Defendants indeed calls for worry to any reasonable mind.

It is a rudimentary law that an admission against interest is the best evidence in favour of an adversary in an action. See **FBN PLC & ANOR VS. USMAN (2024) LPELR 62313 (CA)**.

From the available affidavit evidence before the Court, I resolve all questions in favour of the Claimant. It is therefore my judgment that the Claimant is entitled to the Judgment of this Court, I so hold.

Accordingly, Judgment is hereby entered for the Claimant against the Defendants as follows:

1. **A hereby make DECLARATION** that vide a Statutory Right of Occupancy dated 25<sup>th</sup> March, 2006, the 1<sup>st</sup> Respondent validity allocated to the Claimant all that property measuring **1595.42sqm** situate at Plot **1092**, Utako District (**B05**), Abuja.
2. **I HEREBY DECLARE** that premised on the Claimant’s receipt of payment dated 5<sup>th</sup> June 2007 and the 1<sup>st</sup> Respondent’s Undertaking in its letter of 7<sup>th</sup> December 2012,

the Respondents are obligated to provide an alternative plot of land to the Claimant.

3. **I HEREBY ORDERED** the Respondent's to forthwith allocate an alternative plot of commensurate value to Plot **1092**, Utako District (**B05**), Abuja to the Claimant.
4. The sum of **₦5,000,000** (Five Million Naira only) as **GENERAL DAMAGES**.

Parties shall bear their cost.

**SIGNED:**  
**HON. JUDGE**  
**20/01/2025.**

**APPEARANCE:**

*Mu'awiya Yunusa, Esq, for the Claimant*

*B. E. Dakos, Esq, for Defendants*