

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT MAITAMA**

**BEFORE HIS LORDSHIP: HON. JUSTICE H. MU'AZU**

**SUIT NO: FCT/HC/CV/1253/2025**

**MOTION NO: FCT/HC/M/4620/2025**

**DELIVERED ON THE: 19/06/2025**

**BETWEEN:**

**JOHIKE CONSTRUCTION LIMITED.....CLAIMANT/APPLICANT**

**AND**

**1. CENTRE POINT REAL ESTATE LIMITED } .....DEFENDANTS/RESPONDENTS**  
**2. MR. ZUBAIRU ABUBAKAR } }**

**RULING**

By a Motion on Notice dated 27/03/2025, the Claimant/Applicant herein seeks for the following reliefs:

1. **An Order** of Interlocutory Injunction restraining the Defendants/Respondents herein, either by themselves or through their officers, employees/Workers, agents, managers or any person or group of persons by whatever names called, from entering or continuing to enter into Plot No. **641**, Cadastral Zone **A09**, Guzape District Abuja, property of the Claimant for the purpose of developing or continuing to develop the 6 units of 5 Bedroom Terraced Buildings, pursuant to the joint venture agreement which forms the subject matter of this instant action, pending the hearing and determination of this suit.
2. **AND** for Orders or Further Orders as this Honourable Court may deem fit to make in the circumstances of this case.

In support of the Application, the Applicant filed an affidavit of 15 paragraphs deposed to by one Mr. Arthur I. Ugboh (MD of the Claimant) of No. 10 Constitution Avenue, Gaduwa, Abuja.

The deponent averred that the Claimant being owner of Plot No. 641 Cadastral Zone A09, Guzape District Abuja entered into a joint venture development of the said property for duration of 24 months commencing from 27<sup>th</sup> April 2022 to 26<sup>th</sup> April 2024. A copy of the agreement was attached as **Exhibit 1**.

Also, that following the request of the 1<sup>st</sup> Defendant and representations made on its behalf by the 2<sup>nd</sup> Defendant for extra 10 Months from 27<sup>th</sup> April, 2024 to 28<sup>th</sup> February, 2025 through another Agreement also attached as **Exhibit 2**.

It was further averred that there were serious violation of the terms of the contract as to time, design specification and quality of delivery, which the Claimant drew the attention of the Defendants severally but the Defendants ignored all the observation. Letters to that effect were attached as Exhibit 3. Eventually the Defendants failed to complete the project on the 28<sup>th</sup> of February, 2025 as agreed. A Notice of termination of contract and a demand to vacate the site was duly served on the 1<sup>st</sup> Defendant. However, the Defendants have continued to carry out work on the site. The Notice of termination was attached as Exhibit 4. If the Defendants are not restrained they will continue to encroach on the property of the Claimant and continued the substandard work.

Finally, the Claimant undertook to pay damages where it is found that the Application is unmeritorious and urged the Court to grant the Application in the interest of justice.

In the Written Address in support of the Application Learned Counsel submitted a sole issue for determination:

“Whether or not the Claimant is entitled to grant of the Application given the facts and circumstances of the case”

Learned Counsel argued the issue in urging the Court to grant the Application.

It is pertinent to note at this point that the Defendants/Respondents did not file any counter affidavit in response to the Application.

The Defendants were duly served and elected not to join issues on this Application. It is trite that where an Applicant file an affidavit stating facts it behoves on the adverse party to file a counter affidavit to confront the facts on the supporting affidavit if they do not represent the true state of the affairs. And where facts are not controverted, the Court is at liberty and indeed enjoined to believe and act on them.

I have carefully considered the facts averred on the affidavit in support and I believe them in the absence of a contrary assertion.

The Claimant claim ownership of the property, the balance of convenience tilts in his favour and he has made an undertaking in all, I find considerable merit in the Application and I shall exercises my discretion to grant same.

Application is hereby granted as prayed.

**SIGNED:  
HON.JUDGE  
19/06/2025**

**APPEARANCE:**

*Nnaemeka E. Duhu, Esq, for the Claimant/Applicant*

*Defendants/Respondents are absent and not represented*