

**IN THE HIGH COURT OF THE 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/5145/2024**

**MOTION NO: FCT/HC/M/16038/2024**

**PRELIMINARY OBJECTION**

**DELIVERED: ON THE 23/01/2025**

**BETWEEN:**

**LAMONDE NIGERIA LTD.....CLAIMANT/APPLICANT/RESPONDENT**

**AND**

- 1. LINAS INTERNATIONAL LTD } .....DEFENDANTS/RESPONDENTS/OBJECTORS
- 2. SENATOR NED NWOKO } }
- 3. HON. MINISTER OF FINANCE } DEFENDANTS/RESPONDENTS
- 4. HON. ATTORNEY GENERAL OF THE FEDERATION } }

**CONSOLIDATED RULING**

This is a Consolidated Rulings pursuant to Motion filed by the Claimant/Applicant and that of the 1<sup>st</sup> and 2<sup>nd</sup> Defendants/Applicants. In its Motion No. **M/16038/24** the Claimant/Applicant seeks for the following reliefs:

- (1) *An Order of Interlocutory Injunction to restrain the 3<sup>rd</sup> & 4<sup>th</sup> Respondents from paying any or further sums of money to the 1<sup>st</sup> and or 2<sup>nd</sup> Respondents, on account of commission earned from performance of contract with the Association of Local Government of Nigeria (ALGON) to obtain the refund from the Federal*

*Government of all monies due to the Local Government Councils in Nigeria pending the determination of the substantive suit.*

- (2) *An Order of Mandatory Interlocutory Injunction that the sum of \$396,615,701.19 and/or any or other or further sum of money due and payable to the 1<sup>st</sup> and/or 2<sup>nd</sup> Respondents by the Federal Government of Nigeria, on account of commission earned for performance of contract with the Association of Local Government of Nigeria (ALGON), shall be paid into an interest yielding account to be opened and operated by the Chief Registrar of this Hon. Court, pending the determination of the substantive suit.*

(3.) *Omnibus Prayer.*

*Whereas the 1<sup>st</sup> and 2<sup>nd</sup> Defendants in their Notice of Preliminary objection dated 09/12/2024 but filed on the 10/12/2024 seeks for an order of this Hon. Court striking out/dismiss this matter on the ground that this Hon. Court lacks jurisdiction to hear this matter.*

The grounds upon which the application is brought are as follows:

- (1) The affidavit in support of the originating summons and other accompanying process does not disclose any cause of action against the 2<sup>nd</sup> Defendant.**
- (2) There is no privity of contract between the Claimant and the 2<sup>nd</sup> Defendant.**
- (3) None of the facts averred in the statement of claim links the 2<sup>nd</sup> Defendant to the purported contract sought to be enforced.**
- (4) The Claimant's suit is defective having commanded the appearance of the Defendants within 8 days in defiance of the provisions and stipulation of the Rules of this Hon. Court.**
- (5) The Originating Summons is not sealed as mandated by law.**

A careful look at the processes filed by the Claimant and that of the 1<sup>st</sup> and 2<sup>nd</sup> Defendant as introduced above will reveal that the objection of the 1<sup>st</sup> and 2<sup>nd</sup> Defendants is jurisdictional in nature. Being jurisdictional, I shall therefore, thrash same first to see whether same has merit worth my judicial blessings to avoid embarking on fruitless exercise.

As I stated earlier, the 1<sup>st</sup> and 2<sup>nd</sup> Defendants seek for an order striking/dismissing this suit on the ground that this Court lacks jurisdiction to entertain same.

In support of the application is written address wherein learned Counsel for the 1<sup>st</sup> and 2<sup>nd</sup> Defendants/Applicant formulated the following issues for determination to wit;

- (1) Whether the Claimant Rightly sued the 2<sup>nd</sup> Defendant in this matter when there is no privity of contract between the Claimant and the 2<sup>nd</sup> Defendant and whether the suit as constituted failed to discuss any cause of action against the 2<sup>nd</sup> Defendant.**
- (2) Whether the Originating Summons ought not to be set aside having commanded the appearance of the Defendants within 8 days in defiance of the Rules of this Hon. Court.**
- (3) Whether failure to sign and seal the originating summons by the Registrar does not render the originating summons void.**

Learned Counsel argued the above issues succinctly in urging the Court to grant the reliefs sought by the 1<sup>st</sup> and 2<sup>nd</sup> Defendants/Applicants in the interest of justice.

Reacting to the above Motion the Claimant/Respondent filed its written address in opposition to the application dated the 13/12/2024.

In its written address, the learned Counsel for the Claimant/Respondent formulated the following issues for determination to wit:

- (1) Whether the joinder or misjoinder of the 2<sup>nd</sup> Defendant has robbed the jurisdiction of this Hon. Court to determine this suit.**
- (2) Whether the instant originating summons, which requires the Defendants to enter appearance within eight (8) days after service of the summons, is incompetent.**
- (3) Whether the instant originating summons is neither signed nor sealed by the Registrar of this Hon. Court and therefore void ab initio?**

Counsel for the Claimant/Respondent argued the above issues citing relevant cases in urging the Court to dismiss the application in the interest of justice.

On its part, the 4<sup>th</sup> Defendant/Respondent and 3<sup>rd</sup> Defendant/Respondent did not file any process in support or against the application of the 1<sup>st</sup> and 2<sup>nd</sup> Defendants/Applicants under consideration.

On the part of the Court, I have gone through the Notice of Preliminary Objection filed by the 1<sup>st</sup> and 2<sup>nd</sup> Defendants/Applicants and the written submission of the learned Counsel in support of the application on one hand and equally the written address of the Claimant/Respondent in opposition to the application on the other hand and the reply on point of law of the

learned Counsel for the 1<sup>st</sup> and 2<sup>nd</sup> Defendants to the written address of the Claimant.

I shall be brief but succinctly in addressing the issues raised in the application in the interest of justice. Meanwhile here in arriving at Justice, the Court hereby adopt the issues formulated by the learned Counsel for the 1<sup>st</sup> and 2<sup>nd</sup> Defendants/Applicant as issues for determination.

On issue No. 1, **“that is whether the Claimant rightly sued the 2<sup>nd</sup> Defendant in this matter when there is no privity of contract between the Claimant and the 2<sup>nd</sup> Defendant and when the suit as constituted failed to disclose any case of action against the 2<sup>nd</sup> Defendant.”**

Learned Counsel for the 1<sup>st</sup> and 2<sup>nd</sup> Defendants in arguing the above issue submit that a perusal of the affidavit in support of the originating summon and Exhibit thereto shows that the 2<sup>nd</sup> Defendant neither contracted with the Claimant nor undertook to pay the Claimant any fund and never engaged with the Claimant in relation to any money to be recovered.

It is trite that a party can only sue or be sued under a contract if he is a privy to the contract by either being one of the actual parties to the contract or a privy to one of the parties. The doctrine of privity of contract provides that as a general rule, a contract cannot confer rights and obligations on persons who are not parties to the contract. In other words, a contract is only enforceable at the instance of the parties to it or their privies and it cannot be enforced by or against a third party even if the contract is made for his benefit. **NIGERIAN PRISONS SERVICE & ANO. VS. ROCK CONSUMER CREDIT LTD (2024) LPELR 61982 (CA).**

On whether, the 2<sup>nd</sup> Defendant/Applicant was rightly sued in this case, it is expedient to examine the originating writ of summon before the Court.

The Claimant aver in paragraph 4 & 5 of its originating summons that sometime in January, 2010 the Defendant approached the Claimant to facilitate the performance of its contract with the Association of Local Government of Nigeria (ALGON) to obtain the refund by the Federal Government of all monies due to the Local Government Council in Nigeria and parties duly negotiated and agreed on terms. The agreement executed by the parties was annexed as **Exhibit LD1**. A glance at **Exhibit LD1** will reveal that it was an agreement executed between Lamonde Nigeria Limited (the Claimant) and Linas International Limited (**1<sup>st</sup>** Defendant).

From the above Exhibit, it is obvious that the **2<sup>nd</sup>** Defendant is not a party to the said agreement. However, it is not in doubt that the **2<sup>nd</sup>** Defendant is a Director in the **1<sup>st</sup>** Defendant. The **2<sup>nd</sup>** Defendant himself annexed **Exhibit 2** in its counter affidavit to the originating summons (Letter in the Letter headed paper of Ned Nwoko Solicitor to Joe Agi SAN) with respect to retainership regarding the claims of Linas International Limited in the matter of Local Government Refund.

Indeed, where a director enters into a contract in the name of or purporting to bind the company, it is the company, the principal which is liable on it, not the Director. The Director is not personally liable unless it appears that he undertook personal liability. Even where a Director contracts in his own name but really on behalf of the company, the other party to the contract can generally on discovering that the Company is the real principal, sue the company as undisclosed principal on the contract. **YUSUF VS. KUPPER INTERNATIONAL N. V. (1996) 5 NWLR (PT. 446) 17 at 28.**

The law is that he who does an act through another is deemed in law to do it himself. Where the principal of an agent is through or disclosed, the correct and proper person to sue for anything done or omitted to be done by the agent is the principal. When an agent is acting for a disclosed principal, the

contract is the contract of the principal not that of this agent. **UKPANAHI VS. AYAYA (2010) LPELR 8090 (CA).**

Reacting to the contention of the learned Counsel for the 1<sup>st</sup> and 2<sup>nd</sup> Defendants argument, learned Counsel for the Claimant relied on the provision of Order 13 Rule 4 of the Rules of this Hon. Court in urging the Court to discountenance the argument of Counsel for the 1<sup>st</sup> and 2<sup>nd</sup> Defendant/Applicants.

For clarity sake, order 13 Rule 4 of the Rules of this Court provides;

**“Any person may be joined as defendant against whom the right to any relief is alleged to exist. Whether jointly, severally or in the alternative. Judgment may be given against one or more of the Defendants as may be found to be liable according to their respective liabilities, without any amendment.”**

Similarly order 13 Rule 8 of this Court Rules provides that:

**“Where a Claimant is in doubt as to the person from whom he is entitled to redress, he may, in accordance with this Rules or as may be prescribed by any special order, join two or more defendants, so that the question as to which, if any of the Defendants is liable and to what extent may be determined and between all parties”**

It need to be borne in mind always that no cause or matter shall be defeated by reason of the misjoinder or nonjoinder of parties, and the Court may in every cause or matter, deal with the matter in controversy so far as regards the rights and interest of the parties actually before it. **SAPO & ANOR VS. SANMONU (2010) LPELR 3015 (SC).**

Indeed, the misjoinder of the 2<sup>nd</sup> Defendant does not rob this Hon. Court the requisite jurisdiction to hear and determine this suit. This is more so that there is no application before this Hon. Court seeking to strike out the name of the 2<sup>nd</sup> Defendant but rather seeking to dismiss and or struck out the suit in its entirety.

I shall therefore, allow the name of the 2<sup>nd</sup> Defendant to stand more so that this is just an interlocutory application, I shall revisit the issue on the main originating writ.

Having held thus, I shall consider the 2<sup>nd</sup> arm of issue 1, i.e. **“Whether this suit discloses reasonable cause of action against the Defendants.”**

A cause of action means the factual situation that entitles a Claimant to obtain a remedy in a Court from a Defendant. In determining whether there is a reasonable cause of action the paper filed for an action are looked at to see whether at a glance the action might succeed or have a chance of success. It does not matter if the action appear weak. What matter is whether the action is hopeless or indisputably/undoubtedly worthless before the action will be dismissed in limine thus not giving the action the opportunity of a day in Court or plenary trial. The power is sparingly used except the action is plainly or obviously bad on the face of it. the rationale is that the Court should be chary to deny a Claimant access to a hearing on the merit unless the story told by the Claimant is a fable, fairy tale or myth or one that is improbably or difficult to believe. **HENRY STEPHENS ENGINEERINGS LTD VS. S. A. YAKUBU NIG. LTD (2009) LPELR 1763 (SC).**

The Claimant in its originating summons before the Court stated copiously how it enters contract with the Defendants vide **Exhibit LD1** and that he duly performed his part of the contract vide **Exhibit LD2**.

On whether the above Exhibits annexed by the Claimant is sufficient to grant it the reliefs sought or not, it is an issue to be determined while considering the substantive case as Court is precluded to delve into main issues at the interlocutory stage.

I shall therefore resolve issues no one, in whole, in favour of the Claimant/Respondent, I so hold.

Having resolved issue number one in favour of the Claimant/Respondent, I shall now move to issue 2, i.e. **“Whether the Originating Summon ought not to be set aside having commanded the appearance of the Defendants within 8 days in defiance of the Rules of this Hon. Court”**.

Learned Counsel for the 1<sup>st</sup> and 2<sup>nd</sup> Defendants/Applicants argued that no Court, be it a trial Court or Appellate Court can entertain a matter except and until it is validly placed before it according to due process of law. **BOKO VS. NUNGWA (2019) 1 NWLR (PT. 1654) 395 at 430** was cited and relied upon by the counsel.

It is not in doubt that form 3 of the order 2 Rule 3 (4) of the Rules of this Court provided that a party served with the originating summon shall respond within forty-two days after the service inclusive of the day of service on him.

It is not in dispute that the instant writ stated that the Defendants shall cause an appearance to be entered for each of them to this summon within 8 days after the service of the process on them.

Indeed, the contention of the 1<sup>st</sup> and 2<sup>nd</sup> Defendants relates to non-compliance with the Rules of this Hon. Court as to time. It is pertinent to state here that order 5 Rule 1 (1) (2) & (3) of the Rules of this Court provides as thus:

**5 (1) where in beginning or purporting to begin any proceeding there has by reason of anything done or left undone, been a failure to comply with the requirements of these rules, such failure shall not nullify the proceedings.**

**(2) Where at any stage in the course of or in connection with any proceedings there has by reason of anything done or left undone been a failure to comply with the requirements as to time, place, manner or form, such failure may be treated as an irregularity. The Court may give direction as he thinks fit to regularize such steps.**

**(3) The Court shall not wholly set aside any proceeding or writ or other originating process by which they were begun on the ground that the proceedings were required by any of this Rules to begun by an Originating process other than the one used.”**

From the Rules of this Court quoted above, it is self-explanatory that failure to comply with the requirements as to time, place, manner or form is a mere irregularity that cannot defeat the suit.

The Rules of Court are Rules of procedure they do not by themselves and of themselves alone confer jurisdiction. They merely regulate the exercise of a jurisdiction. Therefore, all rules of Court are made in aid of justice as the jurisdiction of a Court is donated either by the constitution or by statute creating the Court. **BAKKAT VS. FRN (2013) LPELR 22817 (CA).**

From the above therefore, it is my ruling that issue two is equally resolved in favour of the Claimant against the 1<sup>st</sup> and 2<sup>nd</sup> Defendants.

Finally, on issue three (3) whether failure to sign and seal the originating summons by the Registrar does not render the originating summon void.

The law is that, for an originating summons to be valid, it must be sealed by the Registrar of Court. Order 2 Rule 2(4) of the Rules of this Court provides: An Originating Summons shall be as in the form 3, 4 or 5 to these Rules, with such variation as circumstances may require it shall be prepared by the applicant or his legal practitioner and shall be sealed and filed in the registry, and when so sealed and filed shall be deemed to be issued”

A perusal of the writ before me show that, the writ was properly signed by legal practitioner, Ola Olanipekun SAN, the Registrar equally properly sealed the original copy of the Originating writ before me, with payment receipt clearly stated therein.

Assuming it was not sealed by the Registrar indeed, it will be contrary to all principle to allow litigant to suffer for the mistake of the Court’s Registry. In other words, the Court will not visit the sin of the Court’s Registry on a litigant and encouraged or condoned the said act. **COOPERATIVE & COMMERCE BANK NIG. LTD VS. A.G ANAMBRA STATE & ANOR (1992) 8 NWLR (PT. 261) 528 AT 561.**

It is also held in **MAKU VS. SULE (2022) 3 NWLR (PT. 1817) 231 AT 258** that by all odds a litigant is not to suffer for the mistake of the court Registry and that it is the duty of the court registry to perform it work diligently.

Having held thus, in whole, this notice of preliminary objection failed and it is hereby dismissed.

I shall now beam my judicial searchlight on the motion filed by the Claimant/Applicant to ascertain whether it has merit.

The Claimant in the said motion sought for an Order of interlocutory injunction as already captured in the preceding part of the Ruling.

In support of the application is an affidavit of 4 paragraph deposed to by one Adebayo Abidemi, a litigation executive in the law firm of Messrs. Ola Olanipekun, SAN & Co. counsel to the Applicant.

It is the deposition of the deponent who got his source of information from the General manager of the Claimant Doris Azipu that the Claimant sometime in January, 2010 enters and executed a Consultant/Facilitator Agreement with the 1<sup>st</sup> and 2<sup>nd</sup> Defendants to facilitate the performance of its contract with the Association of Local Government of Nigeria (ALGON) to obtain the refund by the Federal Government of all monies due to the Local Government Councils in Nigeria vide **Exhibit LD1**.

That the contract was duly performed and payment was made on its account but the 1<sup>st</sup> defendant surreptitiously obtained 50% of the fees/proceeds of the contract and never remitted 50% of the funds to the Claimant. The Claimant annexed **Exhibit LD2** to proof the assertion.

It is further the deposition of the Claimant that the 1<sup>st</sup> Defendant obtained the sum of **N65,520,000,000.00** net 10% withholding tax in November, 2018 but did not remit 50% of the sum to the Claimant.

The Claimant stated that in due course of time, the outstanding payment of the proceeds of the contract which is **\$396,615,701.19** and under the direction and responsibility of the 3<sup>rd</sup> and 4<sup>th</sup> Respondents became due for payment and is being processed by the 3<sup>rd</sup> Respondent for payment to the 1<sup>st</sup> respondent hence the application.

In line with law and procedure, a written address was filed wherein, the issue “**whether in the circumstances of this case, it is just and equitable to grant this application, pending the hearing and determination of the substantive suit**” was formulated for determination.

Learned counsel argued the above issue citing **KOTOYE VS. CBN (1985) 1 NWLR (PT 98) 7UP BOLTING CO. LTD. VS. ABIOLA & SONS LTD (1995) PT. 383) 257**in urging the court to grant this application.

Reacting to the application, 1<sup>st</sup> and 2<sup>nd</sup> Defendant/Respondent filed a counter affidavit of 29 paragraphs deposed to by the 2<sup>nd</sup> Defendant/Respondent himself.

It is the averment of the 1<sup>st</sup> and 2<sup>nd</sup> Defendants as distilled from the counter affidavit that the Consultant/Facilitator Agreement only ended in the realm of document and nothing more as the Claimant never did anything in furtherance of the agreement.

That the facilitator agreement bears out the Claimant's obligation under the agreement to include making necessary contact with all the relevant authorities to ensure the refund by the Federal Government of all monies due to the Local Government Council in accordance with the Irrevocable Power of Attorney. And also be responsible for any court filing fees arising in the matter, but not including legal fee and other costs, but the Claimant does none of the obligation.

The respondents further stated that, the 1<sup>st</sup> Defendant engaged the services of Joe Agi, SAN & Associates and Jeph C. Njikonya, SAN to institute an action against the Federal Government of Nigeria with a view to recovering the Local Government share of the funds.

That the engagement of the legal team was on contingency fee arrangement since the consultancy fees of the 1<sup>st</sup> Defendant for its service to the Local Governments was a contingency arrangement, and that 2<sup>nd</sup> defendant took the responsibility of the entire filing fees and other incidental fees.

In line with law and procedure, a written address was filed wherein a lone issue to wit; **“whether the Claimant is entitled to the reliefs contained on the face of her motion paper in the entire circumstance of this suit.”**

Learned counsel cited and relied on the cases of **OBEYA MEMORIAL HOSPITAL VS. AGF (1987) 3 NWLR (PT. 60) 325. KOTOYE VS. CBN & ORS (1981) 1 NWLR (PT. 98) 419, OSUNDE VS. CO-OPERATIVE BANK LIMITED (1995) 7 NWLR (PT 410) 682**in urging the court to dismiss this application.

On their part, 4<sup>th</sup> Defendant/Respondent filed a counter affidavit of 6 paragraph deposed to by Zakary Friday, a litigation assistant in the Department of Civil Litigation and Public Law, Federal Ministry of Justice, Abuja.

It is the deposition of the 4<sup>th</sup> Defendant/Respondent that it is neither a party nor privy to the transaction or relationship between the Claimant and the 1<sup>st</sup> Defendant and or 2<sup>nd</sup> Defendant.

That the 4<sup>th</sup> defendant has no obligation or interest under the Consultant/Facilitator Agreement annexed as **Exhibit LD1** and is not aware of the entitlements of the Claimant from the 1<sup>st</sup> and 2<sup>nd</sup> defendants and also not in custody of the sum of **\$396,615,701.19** or any other sum stated in the reliefs sought in the originating summon in favour of the Claimant or 1<sup>st</sup> defendant.

That the Claimant is not claiming the entire sum of **\$396,615,701.19** and can therefore not validly seek to restrain the entire sum.

A written address was filed in line with law and procedure wherein, the issue, **“whether from the totality of the facts of this case and the**

**affidavit evidence place before this court, the Claimant/Applicant is entitled to the reliefs sought in this application”.**

Learned counsel relied in the case of **BUHARI & ORS VS. OBASANJO & ORS (2003) 17 NWLR (PT. 850) P 587 AT P619 RATIO 4**in urging the court to dismiss this application.

The Claimant again filed a reply on point of law and stated that paragraph **3, 4, 7, 9, 21, 22, 23, 24, 25, 26, 27 & 28** of the counter affidavit of the **1<sup>st</sup>** and **2<sup>nd</sup>** Defendant/Respondents contain legal arguments and/or conclusion, contrary to Section 115 of the Evidence Act.

It is very instructive to note that, at this stage, the Court is only enjoined to determine whether or not, from the documents and averments contained in the affidavit in support of this Application, the Applicant indeed has a legal right worthy of any protection by this Court.

In determining the said right of the Applicants, I am also encouraged to avoid any overlap into the main issue as not to determine the substantive issue at stage, thereby denying either of the parties the right of trial at this stage. See **NDIC VS S.B.N PLC (2003) NWLR (Pt. 801) page 311 at 423 paragraph H**. See also the case of **LAWRENCE DAVID LTD VS ASUTON (1991) 1 ALL ER 385 at page 394 – 6**.

The practice of granting the Plaintiff’s relief by way of interlocutory injunction arose to mitigate the risk of injustice to him during the period the uncertainly could be resolved. See the case of **STALLION (NIG) LTD VS E.F.C.C. (2008) 7 NWLR (pt. 1087)461 at 473 paragraphs A – C**. see also **OGUNSOLA VS USMAN (2002) 14 NWLR (pt. 788)636**.

The position of law that an Applicant for interlocutory injunction must have an established legal right, for his application to succeed, cannot be over emphasized.

Of equal importance is the fact that interlocutory injunction is usually granted to protect the Plaintiff against injury, by violation of his right for which he could not be adequately compensated in damages recoverably in the action if the uncertainty were resolved in his favour at the trial. See **ADAMU VS AG NASARAWA STATE (2007)6 NWLR (pt. 1031) 485 at 492 paragraph F-G.**

Furthermore, one determining factor for granting an Order of interlocutory injunction is to preserve the Res. It is indeed the provision of the law that the Res should not be destroyed or annihilated before the judgment of Court. See **AKINKPELU VS ADEGBORE & ORS (2008) 4 – 5 SC (pt. 11) 75.**

I shall consider the evidence of the Applicant, though not challenged, with the aim of ascertaining the Legal Right which he alleged to be tempered with. This is in view of the facts that, where there is no legal right known to law, the Plaintiff cannot be heard to complain. The Claimant/Applicant in his affidavit in support of Motion on Notice stated that sometime in January, 2010, the Defendant approached the Claimant to facilitate the performance of its contract with the Association of Local Governor of Nigeria (ALGON) to obtain the refund by the Federal Government of all monies due to the Local Government Council in Nigeria and the terms were documented in the Consultant/Facilitator Agreement, vide **Exhibit LD1.**

The Claimant further stated that he performed all its obligation under the contract agreement but the 1<sup>st</sup> Defendant obtained the sum of **₦65,520,000,000** but failed to remit same to the Claimant. And that the remaining sum of **\$396,615,701.19** would soon be paid, the Claimant then

sought for order of interlocutory injunction as already captured in the preceding part of the ruling.

The 1<sup>st</sup> and 2<sup>nd</sup> Defendants admitted executing the said **Exhibit LD1** with the Claimant but stated that the Claimant is not entitled to any refund of the monies because it did not perform its part of the contract, as the Claimant failed to do any of the clause in the contract agreement.

I have read carefully the reliefs sought by the Claimant in the above Motion with the relief sought in the substantive suit. It is my considered view that the reliefs are interwoven and generally similar, therefore, granting the Application at this stage will definitely amount to delving in to the main issue and I shall refrain from doing so.

Accordingly, I shall dismiss this application in the interest of justice.

This Application is hereby dismissed.

**SIGNED:  
HON. JUDGE  
23/01/2025.**

**Appearance:**

*O. Olanipekun, SAN with A. Oguajamma, Esq, for the Claimant/Applicant  
Chinonso L. Obasi, Esq, for the 1<sup>st</sup> and 2<sup>nd</sup> Defendants.  
M. B. Shani, Esq, for the 3<sup>rd</sup> Defendant.*