

**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/070/2023

MOTION NO. FCT/HC/M/9569/2024

DELIVERED ON THE 08/05/2025

BETWEEN:

MADVAN GLOBAL SERVICES LIMITED.....CLAIMANT/APPLICANT

AND

NIGERIAN SHIPPER’S COUNCIL.....DEFENDANT/RESPONDENT

RULING

The Claimants filed this suit by way of writ of summons dated the 2nd day of November, 2023 and filed on the same date. The Defendant was duly served and a Memorandum of Conditional appearance was entered on behalf of the Defendant on the 19th December, 2023. The Defendant thereafter filed a statement of defence on the 19th December, 2023. It was also dated the 18th day of December, 2023.

The Claimant claims against the Defendant as follows:

- 1. A **DECLARATION** that the forceful entry and seizure of keys from the security guard of the Claimant's Estate lying and situate at plot No. **521**, Cadastral Zone, **F21**, by Briggs City Estate, Jibi, Kubwa FCT, Abuja by staff of the Defendant is illegal and unlawful.*

2. *AN ORDER* of perpetual injunction restraining the Defendant either by themselves, their servants, privies, agents or representatives from further entry into the Claimant's property Estate lying and situate at plot No. **521**, Cadastral Zone, **F21**, by Briggs City Estate, Jibi, Kubwa FCT, Abuja.
3. The sum of **₦50,000,000.00** (Fifty Million Naira) only as General damages.
4. The sum of **₦5,000,000.00** (Five million Naira) as legal fees for prosecuting this suit.

The writ of summons is also supported by a statement of claim and Claimant's witness statement on oath. The writ of summons is also accompanied with a Tri - Partite Purchase Agreement between Nigerian Shipper's Council (Guarantor) AND RAKIYA NNEKA NUHU (MRS) (PURCHASER) AND MADVAN GLOBAL SERVICES (MGSL) LTD. (DEVELOPER/VENDOR) dated the 31st day of December, 2017, a copy of letter of Handover of 23 suits of 3 - bedroom Bungalow with one room self-contained and request for **30%** Equity for 20 units of 2 - bedroom block of houses dated the 14th April, 2020, a copy of writ of summons bearing suit No. **CV/1308/2021** between the Federal Mortgage Bank of Nigeria AND Madvan Global Services Limited filed on the 25th June, 2021 and a copy of cash receipt issued to one Ishaya Madi by the Sheila chambers dated the 27th day of October, 2023 respectively.

The Defendant in addition to the statement of defence also filed along with it a counter - claim on the 15th day of November, 2024. However, the Claimant filed a motion on notice dated the 20th day of June, 2024 on the same date. The motion on notice seeks for the following reliefs:

1. ***AN ORDER OF INTERLOCUTORY INJUNCTION*** restraining the Respondent either by themselves, their servants, agents, privies, assigns, representatives, or any security agent or personnel from entering into the applicant's property lying and situate at plot No. 521, cadastral Zone F21, by Briggs City Estate, JibiKubwa Abuja - FCT pending the hearing determination of the substantive suit.
2. ***AN ORDER OF THIS HONOURABLE COURT*** restraining the Respondents either by themselves, their servants, agents, privies, assigns, representatives or any security agents or personnel from forceful entry into the applicant's property lying and situate at plot No. 521, Cadastral Zone F21, by Briggs City Estate, Jibi, Kubwa Abuja - FCT pending the hearing and determination of the substantive suit.
3. ***AN ORDER OF THIS HONOURABLE COURT*** restraining the Respondent either by themselves, their servants, agents, privies, assigns, representatives or any security agents or personnel from forceful takeover of the applicant's property lying and situate at plot No. 521, Cadastral Zone F21, by Briggs city Estate, Jibi, Kubwa Abuja - FCT pending the hearing and determination of the substantive suit.
4. ***AND FOR SUCH FURTHER ORDER(S)*** as this Honourable court may deem fit to make in the circumstances of this case.

The application is made upon the following grounds:

1. **The applicant entered into a Tripartite agreement with the Respondent on the strength of a mortgage Bank to build a 3 bedroom units of 23 Bungalow with one self - contain Boys quarters and 20 units of 2 bedroom houses where the Respondent agreed to pay 30% equity contribution to the**

applicant while 70% equity contribution is to be paid by Federal Mortgage Bank of Nigeria, wherein the respondent made payment of their 30% equity contribution immediately:

- 2. The parties further agreed that the Respondent will make payment for the 20 units of 2 bedroom houses immediately the applicant delivered to the Respondent the 3 bedroom units of 23 Bungalow with one self - contain Boys quarters, however the Respondent failed to make the said payment after demand by the Claimant which made the Claimant takeover possession of the 3 bedroom units of 23 Bungalow earlier handed over to the Respondent.**
- 3. That despite failure of the respondent to fulfill it's part of the bargain, the respondent has continued to use security agents and personnel to threaten the Claimant and also attempted to forcefully takeover possession of the applicant's property.**
- 4. That the staff of the Respondent on the 26th day of October stormed the Claimant's property with over thirty security men, held the security guard at the applicant's property hostage and forcefully collected keys to the houses from him until the applicant was called and he came with security and staff of Respondent.**

The motion on notice is supported by a 34-paragraph affidavit accompanied by Exhibits **A** to **D** respectively. The learned counsel to the applicant FLORENCE EBUGA ESQ adopted his written address as his oral argument in support of the motion on notice.

The Defendant/respondent also filed a counter affidavit of 7 paragraphs deposed to by one BABATUNDE MARK ABU, a

litigation officer in the chambers of Mohammed Shuaib, counsel for the Respondent. The counter affidavit is supported with five exhibits marked as exhibits 1 - 5 respectively as well as a written address adopted by the learned counsel as his oral argument in support of the counter affidavit. The exhibits were described in the counter affidavit as exhibit 1, a copy of the MOU between the parties, that is, Tripartite Agreement, exhibit 2, a copy of a letter with Ref No. **4252/S. 43/T1/110** dated the 18th January, 2017, Exhibit 3, a copy of MOU, exhibit 4 is a copy of the e - mandate for payment and exhibit 5 is a copy of a letter dated the 24th December, 2020 which was written by FMBN to the Respondent reaffirming its earlier advice that no money should be paid to the Applicant as the money for the houses does not belong to it but to the FMBN.

Above are the processes filed by the parties before this court. It is pertinent at this point to consider the relevant parts of the processes so as to evaluate same. The content of paragraphs **6, 12, 13, 16, 24, 25, 26, 27** as well as **30 to 33** of the affidavit in support of this application are Germane to this application. In the same vein the entire paragraph 4 of the counter affidavit is very important in the just determination of the motion on notice. It will therefore be necessary to mention a few of the above-mentioned averments by the parties. Thus, by paragraph 12 of the affidavit in support:

Para 12: "That the parties agreed that the Respondent shall make payment of 30% equity contribution to the applicant for the 20 units of 2 bedrooms houses which will be made immediately the applicant deliver to the Respondent the 3-bedroom units of 23 Bungalow with one self - contain boys quarters".

Paragraph 13: "That the 23 units of 3-bedroom Bungalow with one self - contain Boys quarters was delivered and handed over to the Respondent on the 14th day of April, 2020 by the applicant. Copy of the letter of handover of the 23 units of 3-bedroom bungalow with one self-contain Boys quarters is hereby annexed and marked as Exhibit B".

Paragraph 16: "That due to the wilful refusal of the Respondent to make payment of its 30% equity contribution and its deliberate refusal to reply the applicant letter of request dated the 14th day of April, 2023 the applicant changed the locks of the 23 units of 3 bedroom Bungalow and one self - contain Boys quarters earlier handed over to the Respondent for breach of agreement entered by the parties for the Respondent to make payment of 30% equity contribution for the 20 units of 2 bedroom blocks of houses to enable the Claimant to complete the 20 units of 2 bedroom block of houses and deliver same to the Respondent.

Furthermore, the combined effect of paragraphs 18 - 20 of the affidavit in support shows an existence of a separate suit by the Federal Mortgage Bank of Nigeria against the Applicant with suit No. **CV/1308/2021** referred by the court for alternative dispute resolution (ADR) which is yet to be resolved by the parties. The applicant seeks this court's order for maintenance of the status quo ante pending the determination of the substantive suit. The Applicant by paragraph 33 of the affidavit in support prays, this court to restrain the Respondent, his agents, assigns and servants to maintain status quo ante pending the hearing and determination of the substantive suit.

In arguing the motion, the learned counsel for the applicant, FLORENCE EBUGA ESQ formulated two issues for determination to wit:

1. **"Whether there has been made out sufficient case by the applicant requiring the Honourable court to exercise its discretion in favour of the applicant by granting this application.**
2. **Whether the applicant is entitled to this order of interlocutory injunction being sought before this Honourable court "**.

The learned counsel for the Applicant referred this court to order 42 Rule 4(1) of the High Court of the Federal Capital Territory (Civil Procedure Rules) 2018 which provides as follows:

"A Judge may upon the application of any party to an action or matter and upon such terms as may be just, make any order for the detention, preservation or inspection of any property or things, being the subject matter of such action or matter or as to which any question may arise therein, and for all or any of the purpose aforesaid authorise any person to enter upon or into any land or building the possession of any party to such action or matter and for all or any purposes aforesaid authorise any samples to be taken or any observation to be made or experiment for the purpose of obtaining full information or evidence".

The learned counsel submitted that in an application of this nature, the applicable guiding principles to its grant or refusal is well settled by plethora of judicial decisions. He therefore referred this court to a

number of judicial authorities such as **EZENBIL V. CHINWUBA (1989) 7 NWLR (pt. 1) pg 108** where it was held that:

"The injunction is not granted as a matter of grace, routine or course, on the contrary, the injunction is granted only in deserving cases based on law and facts.....some of the principles or factors to be considered in an application for interlocutory injunction are:

- a. There must be a subsisting action.**
- b. The subsisting action must clearly donate a legal right which the application must protect.**
- c. The applicant must show that there is a serious question of substantial issues to be tried necessitating that the status quo should be maintained pending the determination of the substantive action.**
- d. The applicant must show that the balance of convenience is in favour of granting the application.**
- e. The applicant must show that there was no delay on his part in bringing the application.**
- f. The applicant must show that damages cannot be adequate compensation for the injury he wants the court to protect.**
- g. The applicant must make an undertaking to pay damages in the event of wrongful exercise of the court's discretion in deserving of the reliefs sought therein".**

In support of the above factors the learned counsel referred to the case of **ADEFARATU V. GOVERNOR ONDO STATE (2005) 1 NWLR (pt. 96)pg 145 at pg 157 paragraph D - E** where the Court of Appeal held thus:

"The general practice which has been sanctioned by our courts is that on an application for an injunction, all activities affecting the res are automatically terminated as a mark of respect to the court before which the application is pending".

He further submitted that the Applicant has shown through his affidavits that he has a legal right that is being threatened pertaining to the property being the subject of litigation before this Honourable court.

According to him, the Applicant has also shown that there is a serious question of substantial issues to be tried. He again referred to the case of **ONYESOH V. NNEBEDUM & ORS (1992) 3 NWLR (pt. 229) pg 315 at pg 318** where the Supreme Court held that:

"It is not the law that the applicant must show a prospect of obtaining judgment at the end of the trial. It is sufficient for the applicant to show that there is a serious question between the parties to be tried at the hearing".

The learned counsel equally referred to the case of **BUHARI V. OBASANJO & ORS (2003) 17 NWLR (pt. 850) ph 587** where the Supreme Court set out the question when a court faced with determining balance of convenience should ask itself which are:

- "1. Who will suffer more convenience if the application is granted?**
- 2. Who will suffer more in convenience if the application is granted".**

The learned counsel to the applicant answered the above questions by submitting that the balance of convenience favour the grant of this application as it is the applicant that will suffer if refused.

He equally submitted that the applicant did not delay in bringing this application and that damages will not adequately compensate the applicant if this application is not granted. He finally referred to paragraph 31 of the supporting affidavit where the applicant undertakes to pay damages if at the end of the substantive suit his claims are found to be frivolous. He therefore urged this court to grant this application.

On the other hand the learned counsel for the Respondent, Emmanuel I. Utomi Esq while arguing his written address formulated a lone issue for determination by this court to wit:

"Whether the Claimant/applicant has disclosed any exceptional and special circumstances to warrant the grant of the injunctive reliefs sought by the applicant and whether the injunction sought can be granted in view of the circumstances of this case without over- reaching the case of the Claimant/applicant".

The submission of the learned counsel for the Respondent are based on the content of the counter affidavit filed by the Respondent. It is pertinent at this stage to refer to some relevant parts of the said counter- affidavit particularly paragraph 4 of the counter affidavit which states:

Paragraph 4(g): "Contrary to paragraph 6 and 11 of the applicant affidavit in support of the motion, the Tripartite Agreement was for the purchase of one out of the 23 units of 3 bedroom Bungalows with one self - contain Boys

quarters only. A copy of the Tripartite Agreement is attached here to and marked as Exhibit 1.

4(i) That paragraphs 12 and 13 of the applicants affidavit in support of motion on notice is true only to the extent that the Respondent paid on behalf of its staff subscribers 30% equity contribution for which the applicant subsequently handed over the keys of the 23 units of 3 Bedroom Bungalow/houses with one self - contain house,

4(n) Contary to paragraph 20 of the applicant's affidavit in support of the application the Respondent was not a party to suit No. CV/1308/2021.

4(o) That it was the applicant that forcibly entered into the estate with police men and changed the keys of the properties thereby leaving the subscribers stranded.

4(p) That sometime in 2018, the Respondent in order to assist its staff to acquire their homes, sought and obtained approval of the Honourable Minister of Transportation in a letter with reference No. T. 4252/S. 43/T1/110, dated the 18th January, 2017, to implement the council's staff Housing scheme through the grant of 30% equity contribution (across board) as interest- free loan, to all eligible staff of the council to facilitate ownership of affordable residential accommodation. A copy of the letter is attached here to as exhibit 2.

4(u) In order not to occasion hardship on the staff by delaying payments, especially for those with fewer number of years left in service monthly deductions were commenced and remitted to the applicant for the twenty

(20) month period covering September 2018 - April 2020 which amounted to the sum of N66, 807, 035.39 (sixty - six million, eight hundred and seven thousand, thirty five naira and thirty - nine kobo) only.

4(v) The Respondent later discovered that the monthly deductions being paid to applicant was wrong and illegal as it was only entitled to 30% equity for the 23 houses paid to it vide exhibit 4 which in turn was supposed to be remitted by the applicant to the Federal Mortgage Bank of Nigeria (FMBN) to access NHF for the repayment of the balance of 70% cost of the houses to the developer.

4(y) To save the staff from losing additional sums of money and to compel the applicant to comply with the set protocols for accessing the NHF funds, the Respondents withheld further payments to the applicant from May 2020 insisting that the applicant should access a Mortgage facility on behalf of the subscribers before the payments can resume.

4(cc) That after a series of follow - up the FMBN in a letter dated December, 24th 2020, to the Respondent reaffirmed its earlier advice that no money should be paid to the applicant as the money for the houses does not belong to it but to the FMBN. A copy of the letter dated the 10th August, 2020 is attached hereto as exhibit 5.

4(gs) That the subscribers and the Respondent have suffered serious damages as a result of the actions of the applicant to change the locks of the houses and forcefully

taking them over after handing over to the subscribers some of whom have now died.

In arguing the sole issue formulated for determination by this Honourable court, the learned counsel for the Respondent submitted that whenever the court is called upon in respect of this type of application it is the duty of the court to decide such an issue by studying carefully the document on which reliance is placed by the Defendant and ascertain as best it can whether the document by its contents does recognise the existence of a right or debt against the Defendant or indeed the existence of a right of recourse against himself. He submitted that the Claimant has only exhibited 4 documents marked as Exhibit **A, B, C** and **D** which the Defendant has clearly responded to in its counter affidavit. According to the learned counsel for the Respondent, the Claimant has not placed any document before the court sufficient for the court to protect its existing legal right. He referred to the case of *MODILE V. GOV. LAGOS STATE (2004) 12 NWLR* where the court held thus:

"Interlocutory injunction is concerned principally with the protection of the res and maintaining the status quo. The court has not only the power and jurisdiction but also the duty to preserve the res in an action".

He equally referred to the case of *AKIBU V. ODUNTAN (1991) 2 NWLR pg 171* where the Supreme Court clearly states that:

"An interlocutory injunction can only be granted to restrain a threatened wrong to a right and not to restrain the lawful enjoyment of a legal right".

The learned counsel further submitted that the content of paragraphs 16 and 17 of the affidavit in support of the motion has clearly stated

on oath that he trespassed into the property after duly handing over the property to the Defendant/Respondent via Exhibit B and subsequently went behind and changed the locks without informing the subscribers thereby forcefully throwing them out of the property. The learned counsel urged this Honourable court to interpret the action of the Claimant as described above as an attempt to use the instrument of this court to legalise an illegality already committed. He therefore urged this Honourable court to refuse this application and dismiss same. He finally urged this Honourable court to hold that the Claimant has not shown that there is an existing legal right that is under any threat to warrant the granting of this application.

In a further reaction to the counter affidavit of the Defendant/Respondent, the Claimant/applicant filed a further and better affidavit of 30 paragraphs. The Claimant deposed to certain facts in paragraphs **6**, **9**, and **23** to show that the Tripartite Agreement refer to the purchase of 23 (twenty-three) 3-bedroom Bungalow with one-bedroom self-contain Boys quarters and equally that the locks were changed due to the refusal of the Respondent to make payment of **30%** in respect of the additional 20 (Twenty) 2-bedroom Bungalow with one-bedroom self-contain Boys quarters. The Claimant deposed in paragraph 23 to the fact that the Respondent is not the owner of the 23 units of 3-bedroom Bungalow with one self contain Boys quarters and cannot therefore claim that the Claimant trespassed on same.

It is also clear from the content of paragraph 24 of the further and better affidavit that the suit between FMBN and the Claimant pending before the High court was referred for Arbitration and is yet to be resolved. In the same vein, the content of paragraph 17 also

shows that the applicant is not to remit any money to FMBN as per the Tripartite Agreement executed by the parties.

It will be in the interest of justice to consider whether or not this present application has any merit to warrant granting same. To this end, this Honourable court will adopt the lone issue formulated by the Defendant/Respondent to wit:

" WHETHER the Claimant/applicant has disclosed any exceptional and special circumstance to warrant the grant of the injunctive reliefs sought by the applicant and whether the injunction sought can be granted in view of the circumstance of this case without over - reaching the case of the Claimant/applicant".

There is no doubt that the aforementioned issue distilled for determination cannot effectively be considered without reference to the averments contained in the respective affidavit before this court. It is clear from the combined reading of paragraphs **6, 13, 16, 17** of the affidavit in support of this application that by virtue of the Tripartite Agreement duly executed by the parties, the Defendant/Respondent paid **30%** equity contribution to the Claimant as a result of which the 23 units of 3-bedroom Bungalow with one self-contain Boys quarters was handed over to the Defendant/Respondent via Exhibit B. In the same letter, that is, exhibit B which is the handing over letter, the Applicant requested for payment of another **30%** equity contribution for the additional 20 units of 2 bedroom blocks of houses. The question that could be asked at this stage is whether or not the request for additional payment of **30%** equity contribution could not be made after handing over another additional 20 units of 2-bedroom block of

houses as was done in respect of the earlier 23 units of 3-bedroom Bungalow with one self-contained Boys quarters. The content of paragraphs 16 and 17 of the affidavit in support of this application shows an application of self-help in resolving an issue that is backed by legal document such as the Tripartite Agreement. It is the humble view of this court that having legally and willingly handed over the 23 units of 3-bedroom Bungalow with one self-contained Boys quarters, via letter, Exhibit **B** dated the 14th day of April, 2020, it is expected that the Claimant/Applicant could have followed the same channel in addressing the issue of additional 20 units of 2-bedroom block of houses instead of resorting to self-help by changing the locks of the house in question. The question at this stage is what "res" is this court being invited to protect or preserve. It will be in the interest of Justice to refer to the case earlier cited by learned counsel for the Respondent, that is, **AKIBU V. ODUNTAN (1991) 2 NWLR pt. 171** where the Supreme Court held thus:

"An interlocutory injunction can only be granted to restrain a threatened wrong to a right and not to restrain the lawful enjoyment of a legal right".

Furthermore, Exhibit C is an evidence of the existence of another suit before the High court in suit No. **CV/1308/2020** between the FMBN and the Claimant in which the Defendant is not a party. It is the view of this court that the issue of being on time in initiating the present suit does not arise when it was instituted after FMBN had sued the Claimant to court.

In the same vein, the combined effect of paragraphs **4(i)(j)(l)(p)(r)(t)(y)(v)(y)(cc)** respectively of the counter affidavit clearly shows that the 30% equity contribution was paid on behalf of

the staff of the Defendants who are the subscribers. It also confirms that the Claimant handed over the said 23 units of 3-bedroom Bungalow houses with one self-contain Boys quarters to the Defendant. The Defendant by these paragraphs of their counter affidavit also confirmed the illegal changing of the locks of the houses already handed over to them by the Claimants. There is no doubt that even the Claimants admitted this fact in their paragraphs 16 and 17 of affidavit in support of this application. Similarly, in paragraph 4(4) of the counter affidavit it was stated that the aim of the scheme is to avoid hardship on the staff whose salaries were being deducted for the purpose of being house owners.

Furthermore, the content of paragraphs **7, 9, 16** and **22** of the further and better affidavit of the Claimant is only a confirmation of the affidavit in support of the application as well as the counter affidavit as regards the payment of **30%** equity contribution by the Respondent via a letter handing over of the 23 units of 3 bedroom Bungalow and one self-contain Boys quarters to the Respondent, illegally locking up or changing the keys to the houses already handed over to the Defendant vide Exhibit **B** respectively. The Claimant in paragraph 22 of their further and better affidavit states as follows:

"That paragraph of of the Respondent's counter affidavit is false because any damages suffered by the Respondent's staff was not occasioned by the applicant, that it was due to failure of the Respondent to honour the agreement with the applicant to build additional 20 2-bedroom Bungalow and a one-bedroomself-contain Boys quarters requested for its staff and failed to pay 30% equity contribution after the 20 additional houses were completed".

It is the humble view of this Honourable court that granting the present application will cause more hardship to the staff of the Respondent and in fact result to more inconvenience to them than the Applicant.

Thus, in the case of **BRAITHWAITE V. S.C.B. (NIG) LTD (2012) 1 NWLR (pt 1281) pg 301 (CA)** it was held that:

"Balance of convenience is the disadvantage to one or the other side which damages cannot compensate. Balance of convenience between the parties is a basic determination factor in an application for interlocutory injunction. In the determination of this factor, the law requires some measurement of the scales of Justice to see where the pendulum tilts. While the law does not require mathematical exactness, it is the intention of law that the pendulum should really tilt in favour of the applicant".

Similarly, in the case of **ADELEKE V. LAWAL (2014) 3 NWLR (pt 1393) pg 1**, the Supreme court held thus:

"Where any doubt exists as to the plaintiff's right or if his right is not disputed but its violation is denied, the court in determining whether an interlocutory injunction should be granted, will take into consideration the balance of convenience to both parties and the nature of the injury which the Defendant, on the other hand, would suffer if the injunction was granted and he ultimately turn out to be right, and the injury which the plaintiffs on the other hand, might sustain if the injunction was refused and he should turnout to be right therefore the burden of proof that the inconvenience which the plaintiff will suffer by the refusal

of the injunction is greater than which the Defendant will suffer, if it is granted, lies on the plaintiff".

This Honourable court is of the view that from the circumstances of this case as shown in the respective affidavits before the court that the Claimant has not proved to the court that he will suffer more than the Defendant if this application is refused.

In the same vein, the circumstances of this case do not show that monetary compensation will be enough for the Defendant, particularly the fate of the staff of the Defendants who will be stranded after having been deprived of their salaries. This is a fact that both parties have a consensus belief about.

Furthermore, if the Claimant by virtue of Exhibit 2 handed over the 23 units of 3-bedroom Bungalow and one self-contained Boys quarters after the payment of 30% equity contribution then, what res is left for this Honourable court to preserve. It is shown by virtue of the affidavit evidence before the court that the 20 units of 2-bedroom block of houses were not yet handed over to the Defendant let alone the payment of 30% equity contribution to that effect. This shows that this is not a res the court is invited to protect. However, if the 23 units of 3-bedroom Bungalow with one self-contained Boys quarters have been handed over to the Defendants, can it be said to be the property of the Applicant that must be legally protected or preserved at this stage. It suffices to hold at this stage that these are issues that should be left to be considered in the substantive suit. After all, it has been held in the case of *OBIOHA V. MIL. ADM. IMO STATE (1998) 10 NWPR (pt. 569) pg 205* that:

"The purpose of an interlocutory injunction is to maintain the status quo and thereby preserve the res, the subject

matter of litigation from being wasted, damaged or frightened away, the result is that if the appeal succeeds the result would be nugatory in that the successful Appellant would only reap an empty judgment".

On the issue of payment of damages in case the suit becomes frivolous, let me refer to the case of **OSHIOMOLE V. SALIHU (NO. 2) (2021) 8 NWLR (pt. 1778) pg 387** where it was held that:

"The court is to consider whether if the plaintiff were no succeed at the trial in establishing his rights to a permanent injunction he would be adequately compensated by an award of damages for the loss he would have sustained as a result of the Defendant's continuing to do what was sought to be enjoined between the time of the application and the time of the trial".

This Honourable court is being cautious at this stage on the grounds that it is expected to talk less as was held in the case of **DISCOVERY (NIG) LTD V. CARDINAL OHAMS LTD & ANOR (2021) LPELR - 52460 (CA)** that:

"In an interlocutory application Courts are enjoined to talk less in the determination of the prayers submitted for resolution. Where the prayers overlap with the substantive claims, it is safer to refuse such application and order for the hearing of the substantive matter. I am of the firm view that the justices of the lower court were correct when they set aside the decision of the trial court and ordered for a trial of the substantive suit before another judge".

In the same vein, it will be in the interest of justice to also refer to the case **LADUNNI V. KOKOYI AND OTHERS (1972) 1 ALL NLT (PT. 1) PG 136 - 137** where it was held that:

"A plaintiff who is also in substantial breach of contract cannot himself get an order of interlocutory injunction against a Defendant alleged to be in breach of same".

We also refer to the case of **KOTOYE V. CBN (1989) 1 NSCC PG 238.**

In view of the foregoing circumstances and judicial authorities referred to, it is my finding that this is not an application that deserves a favourable consideration. It ought to be dismissed and it is accordingly dismissed.

**SIGNED:
HON. JUDGE
08/05/2025.**

Appearance:

Emmanuel I. Utomi, Esq, Chioma Nnanna, Esq, with for the Defendant/Respondent