

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT MAITAMA

BEFORE HIS LORDSHIP: HON. JUSTICE Y. HALILU
COURT CLERKS : JANET O. ODAH & ORS
COURT NUMBER : HIGH COURT NO. 13
CASE NUMBER : MOTION NO: M/538/2025
DATE: : WEDNESDAY 16TH JULY, 2025

BETWEEN:

MESSRS CHROUCHIN IDEAL STANDARD CO. LTD.. APPLICANT

AND

**1. HON. MINISTER, FEDERAL MINISTRY OF
WORKS AND HOUSING** } **RESPONDENTS**
2. ATTORNEY GENERAL OF THE FEDERATION }

RULING

This Ruling is at the instance of the Applicant who approached this court vide Motion on Notice dated and filed on the 17th January, 2025, praying the court for the following reliefs:

1. **An Order** for Enforcement of the Final Arbitral Award dated 3rd October, 2024 entered by the Sole Arbitrator, Michael Kama Bielonwu, MCIArb (UK) in respect of the Arbitral reference between **MESSRS CHROUCHIN IDEAL STANDARD CO. LTD.** and **HON. MINISTER, FEDERAL MINISTRY OF WORKS AND HOUSING & 1OR.** wherein the Sole Arbitrator made the following Orders:-
 - a. An Order that the 1st Respondent shall pay the Applicant forthwith or within twenty-one days the outstanding contract sum of **N58,893,000.00 (Fifty Eight Million, Eight Hundred and Ninety Three Thousand Naira only)**, which is inclusive of the 5% retention, with simple interest of 10% if same is not fully paid within (21) days of this award.
 - b. An Order that the 1st Respondent shall pay to the Claimant forthwith or within twenty-one (21) days from

the date of publication of this Award the sum of **N200,000,000.00 (Two Hundred Million Naira)** only, with simple interest of 10% from 21 days after the date of publication of this award until full payment, if full payment is not made within 21 days of this award as damages for the breach of contract by the 1st Respondent.

- c. An Order that the 1st Respondent shall pay the Applicant forthwith or within twenty-one days (21) days from the date of publication of this Award the sum of **N9,515,000.00 (Nine Million, Five Hundred and Fifteen Thousand Naira)** only, being the arbitrator's fee, and the administrative fee which is 0.5% of the claim paid by the Applicant.
 - d. An Order that the 1st Respondent shall pay to the Applicant forthwith or within twenty-one (21) days from the date of publication of this Award the sum of **N5,000,000.00 (Five Million Naira)** only, being the Claimant's costs for legal representation.
2. And for such other Orders that this Honourable Court may deem fit to make in this circumstances.

The grounds upon which this application is brought are;

- i. That the 1st Respondent awarded the contract by its letter of Award of Contract with Ref. No. MDGP/PROC/R/10/11 dated the 20th August, 2010 to the Applicant for the Construction/Provision of Solar Powered Street Lights in Ogun State at the total contract sum of **N198,600,000.00 (One Hundred and Ninety Eight Million, Six Hundred Thousand Naira)** only.
- ii. That the Applicant accepted the said award of contract via letter of acceptance dated the 23rd August, 2010 and agreed to carry out the contract upon the terms and conditions contained in the contract agreement and the parties executed a binding contract on the 15th November, 2010.
- iii. That upon the completion of the contract by the Applicant, the 1st Respondent made part payment of **N139,707,000.00 (One Hundred and Thirty Nine Million, Seven Hundred and Seven Thousand Naira)** only. The 1st Respondent failed and neglected to make the outstanding payment of **N58,893,000.00 (Fifty Eight Million, Eight Hundred and Ninety Three Thousand**

Naira) despite the constant and repeated reminders by the Claimant to pay.

iv. That dispute arose between the Parties as to the balance and the matter was referred to the Abuja Multi Door House for Arbitration on the 12th July, 2023 before a Sole Arbitrator (Michael K. Bielonwu, MCI Arb (UK) who took evidence and made a final award dated 3rd October, 2024.

v. The Sole Arbitrator made the following resolutions:

"a. I HEREBY DETERMINE AND AWARD that the 1st Respondent shall pay the Applicant forthwith or within twenty-one days the outstanding contract sum of N58,893,000.00 (Fifty-Eight Million, Eight Hundred and Ninety-Three Thousand Naira only), which is inclusive of the 5% retention, with simple interest of 10% if same is not fully paid within 21 days of this award.

b. I HEREBY DETERMINE and AWARD that the 1st Respondent shall pay to the Claimant forthwith or within twenty-one (21) days from the date of publication of this Award the sum of N200,000,000.00 (Two Hundred Million Naira)

only, with simple interest of 10% from 21 days after the date of publication of this award until full payment, if full payment is not made within 21 days of this award as damages for the breach of contract by the 1st Respondent.

- c. I HEREBY DETERMINE AND AWARD that the 1st Respondent shall pay the Applicant forthwith or within twenty-one days (21) days from the date of publication of this Award the sum of N9,515,000.00 (Nine Million, Five Hundred and Fifteen Thousand Naira) only, being the Arbitrator's fee, and the Administrative fee which is 0.5% of the claim paid by the Applicant.***
- d. I HEREBY DETERMINE AND AWARD that the 1st Respondent shall pay to the Applicant forthwith or within twenty-one (21) days from the date of publication of this Award the sum of N5,000,000.00 (Five Million Naira) only, being the Claimant's costs for legal representation."***

- vi. That since the Award was made, the Respondents have not made any payments whatsoever in satisfaction of the awarded sums.
- vii. That by the rules of this Honourable Court and under Section 57 of the Arbitration and Mediation Act 2023, the Honourable Court has the powers to make an Order for Enforcement of an Arbitral Award.

In support of the Application is a 20 paragraph affidavit duly deposed to by one Prince Christopher O. Ukachukwu, the Managing Director of the Applicant in this suit.

It is the deposition of Applicant, that the 1st Respondent awarded a contract to the Applicant via a letter of Award dated 20th August, 2010 with reference number MDGP/PROC/R/10/11. The contract was for the construction and provision of solar powered streetlights in Ogun State, at a total contract sum of **N198,600,000.00 (One Hundred and Ninety Eight Million, Six Hundred Thousand Naira)** only.

That the Applicant accepted the Award by a letter of acceptance dated 23rd August, 2010 and entered into a binding Contract Agreement on 15th November, 2010 with the 1st Respondent.

Copies of the Award letter and Contract Agreement was herein attached as Exhibit "A1" and "A2".

That the Applicant executed the contract in compliance with the terms of the agreement and duly completed the project within the specified time-frame.

That the 1st Respondent made part payment of **N139,707,000.00 (One Hundred and Thirty Nine Million, Seven Hundred and Seven Thousand Naira)** only, leaving an outstanding balance of **N58,893,000.00 (Fifty Eight Million, Eight Hundred and Ninety Three Thousand Naira)** only.

That despite several reminders and demands by the Applicant for payment of the outstanding sum, the 1st Respondent failed and neglected to make the payment.

That the dispute was referred to Arbitration at the Abuja Multi-Door Courthouse on 12th July, 2023 before a Sole Arbitrator, Michael K. Bielonwu, MCI Arb (UK).

That the arbitration proceedings complied with all relevant provisions of the Arbitration and Mediation Act, 2023, and the Sole Arbitrator issued a final award on 3rd October, 2024. The Arbitral Award is herein attached and marked Exhibit "B".

The Sole Arbitrator made the following resolutions:

- "a. I HEREBY DETERMINE AND AWARD that the 1st Respondent shall pay the Applicant forthwith or within twenty-one days the outstanding contract sum of N58,893,000.0 (Fifty Eight Million, Eight Hundred and Ninety Three Thousand Naira only), which is inclusive of the 5% retention, with simple interest of 10% if same is not fully paid within 21 days of this award.***
- b. I HEREBY DETERMINE AND AWARD that the 1st Respondent shall pay to the Claimant forthwith or within twenty one (21) days from the date of publication of this Award the sum of N200,000,000.00 (Two Hundred Million Naira) only, with simple interest of 10% from 21 days after the date of publication of this award until full payment, if full payment is not made within 21 days of this award as damages for the breach of contract by the 1st Respondent.***
- c. I HEREBY DETERMINE AND AWARD that the 1st Respondent shall pay the Applicant forthwith or***

within twenty-one days (21) days from the date of publication of this Award the sum of N9,515,000.00 (Nine Million, Five Hundred and Fifteen Thousand Naira) only, being the Arbitrator's fee, and the Administrative fee which is 0.5% of the claim paid by the Applicant

d. I HEREBY DETERMINE AND AWARD that the 1st Respondent shall pay to the Applicant forthwith or within twenty-one (21) days from the date of publication of this Award the sum of N5, 000,000.00 (Five Million Naira) only, being the Claimant's costs for legal representation."

That the Respondents have failed to comply with the award, necessitating this application for Enforcement under Section 57 of the Arbitration and Mediation Act, 2023.

That the Applicant will suffer irreparable hardship if this Honourable Court does not grant the reliefs sought, as the delay in payment affects its financial stability and operational capacity.

That this Honourable Court has the jurisdiction to enforce the Arbitral Award as provided under Section 57 of the Arbitration and Mediation Act, 2023, and the Enforcement Procedure outlined

in Order 43 Rule 1(1) of the High Court of the Federal Capital Territory (Civil Procedure) Rules, 2018.

That the Respondent did not challenge the Arbitral Award which is over three months since same was published or awarded

That granting this application will not prejudice the Respondents but will serve the interest of justice and reinforce the sanctity of arbitral proceedings as an Alternative Dispute Resolution Mechanism.

In line with law and procedure, learned counsel for the Applicant filed their written address, wherein sole issue was formulated for determination to-wit;

"Whether the Applicant has made out a case to warrant the grant of this application".

It is the submission of learned counsel, that jurisdiction of the Honourable Court to Enforce the Arbitral Award vide Section 57 of the Arbitration and Mediation Act, 2023 provides that an Arbitral Award shall be binding and enforceable as a judgment of the court. The Applicant has invoked the jurisdiction of this Honorable Court to enforce the Award, and it is trite that courts will enforce valid Arbitral Awards except where exceptions under Section 58

of the Act apply, none of which has been raised by the Respondents.

Learned counsel submits that the Arbitration Clause in the executed contract between the parties expressly provided for Arbitration as the mechanism for resolving disputes. The contract agreement, annexed as Exhibit "A", satisfies Section 4 of the Arbitration and Mediation Act, 2023, which mandates the Enforcement of Arbitration Agreements. ***SHELL NIG. EXPLORATION & PROD. CO. LTD VS. FEDERAL INLAND REVENUE SERVICE (2021) 17 NWLR (Pt. 1797) 157*** was cited.

Learned counsel contended that, the Finality and Binding Nature of the Award; The Arbitral Award issued on 3rd October, 2024, is final and binding, as provided under Section 57(1) of the Arbitration and Mediation Act, 2023. The case of ***NIGERIAN NATIONAL PETROLEUM CORP. VS. LUTIN INVESTMENT LTD. (2006) 2 NWLR (Pt. 965) 506***, the court held ***'that arbitral awards, once final, can only be challenged on grounds specifically outlined in the governing arbitration law.'***

The Respondents have neither challenged the award nor complied with its terms. This Honourable Court, therefore, has a duty to enforce it.

Learned counsel submits, that non-compliance by the Respondents despite repeated demands, the Respondents have failed and neglected to satisfy the terms of the Arbitral Award. In ***A.G. FEDERATION VS. A. I. C. LTD. (2020) 6 NWLR (Pt. 1719) 403***, the court held that the failure of a party to comply with a valid arbitral award entitles the other party to seek judicial enforcement

Learned counsel also submits, that the Applicant is entitled to the enforcement of the Arbitral Award to recover the sums owed. The delay in payment has caused undue hardship to the Applicant, undermining the principles of justice and equity.

In the case of ***RAS PAL GAZI CONSTRUCTION CO. LTD. VS. FEDERAL CAPITAL DEVELOPMENT AUTHORITY (2001) 10 NWLR (Pt. 722) 559***, the court emphasized the importance of enforcing contracts and Arbitral Awards to protect the sanctity of agreements.

Learned counsel further submit, that the Respondents' refusal to pay the outstanding contract sum and damages constitutes a

breach of their contractual and legal obligations, as recognized in ***SPDC VS. CRESTA INTEGRATED NATURAL RESOURCES LTD. (2022) 7 NWLR (Pt. 1832) 113.***

In conclusion, counsel submits that the Applicant has satisfied all the requirements for the enforcement of the Arbitral Award. This Honourable Court is urged to grant the reliefs sought, thereby reaffirming the integrity of arbitration as an effective Alternative Dispute Resolution Mechanism.

Learned counsel finally submits, that the Applicant respectfully prays this Honourable Court to grant the reliefs sought in the Motion which is for the Enforcement of the Arbitral Award into.

On their part, Respondents filed 10 paragraph affidavit duly deposed to by one Charles Adekunle, the Litigation Clerk in the Legal Services Unit of the 1st Respondent.

It is the deposition of Respondents, that the averments by the Applicant in support of the Motion on Notice are not true and did not reflect the correct position of the matter.

That upon the Completion of the said Contract the Applicant was paid the sum of **N139,707,000.00 (One Hundred and Thirty Nine Million, Seven Hundred and Seven Thousand Naira)**

leaving a Balance of **N58,893,000.00 (Fifty Eight Million, Eight Hundred and Ninety Three Thousand Naira)** only. This fact was confirmed by the Applicant in paragraph 111, of the grounds relied upon on bringing the Application. And also paragraph 10 of the Affidavit in support of the Application.

That paragraphs 11, 12, 13, 14, 15, 16, 18, and 19, of the said Affidavit are false and misleading. That in response to these paragraphs the 1st Respondent aver as follows:

That the Arbitration Tribunal has no jurisdiction to Unilaterally increase the Applicant claim from **N58,893,000.00 (Fifty Eight Million, Eight Hundred and Ninety Three Thousand Naira)** only which was the Applicant claim as showed in paragraph 16 of the Applicant statement of claim before the Arbitration Tribunal which the tribunal ignored and increase fraudulently increase the award by additional to **N200,000,000.00 (Two Hundred Million Naira)** and **N9,515,000.00 (Nine Million Five Hundred and Fifteen Thousand Naira)** and **N5,000,000.00 (Five Million Naira)**.

- a. The entire Arbitration proceeding was conducted in clear breached of Article 14 of the Contract Agreement entered between the parties.

- b. The Respondents balance was further reduced to the sum of **N35,000,000.00 (Thirty Five Million Naira)** only, this fact was confirmed by the Claimant/Applicant in his letter addressed to the Permanent Secretary of the 1st Respondent dated 8th May, 2017 and the letter dated 2nd July, 2012, hereby annexed as annexure "FM1" and " FM2".

That 1st Respondent strongly opposed the claims of the Applicant at the Arbitration and filed his response where upon all the issues raised above were presented to the Arbitration Tribunal, which the Arbitral Panel ignored because of personal benefits and proceeded to grand far in excess of the amount outstanding between the parties.

- a. The 1st Respondent on the 18th January, 2011 was paid mobilization fees of **N139,600,000.00 (One Hundred and Thirty Nine Million, Six Hundred Thousand Naira)** and subsequent payment, on the 20th May, 2011, paid the Applicant the sum of **N124,623,000.00 (One Hundred and Twenty Four Million, Six Hundred and Twenty Three Naira)** and on the 8th July, 2011 paid additional sum of **N10,000,000.00 (Ten Million Naira)** to the Applicant,

inclusive of Vat and Tax were pleaded and tendered at the sitting of the Tribunal.

- b. The 1st Respondent called one witness who gave evidence in the Arbitration Tribunal and confirmed that all the outstanding claims of the Applicant were paid leaving a balance of **N428,789,100.00 (Four Hundred and Twenty Eight Million, Seven Hundred and Eighty Nine Thousand One Hundred Naira)** as at the date the matter was presented to the Arbitration Tribunal.
- c. The issue for determination before the Arbitration Tribunal was whether the outstanding balance due to the Claimant/Applicant was **N58,893,000.000 (Fifty Eight Million, Eight Hundred and Ninety Three Thousand Naira)** as claimed by the Claimant or the sum of **N28,789,100.00 (Twenty Eight Million, Seven Hundred and Eighty Nine Thousand One Hundred Naira)** as admitted by the 1st Respondent witness before the Arbitration. See page 38 and 40 paragraph 5.4 and 5.4.5 of the Arbitration Award.
- d. That from the above conclusion by the Arbitration Tribunal can the Arbitration Tribunal turn around and justify the

Award of **N200,000,000.00 (Two Hundred Million Naira)** and **N9,515,000.00 (Nine Million, Five Hundred and Fifteen Thousand Naira)** and **N5,000,000.00 (Five Million Naira)**.

- e. That the award of **N200,000,000.00 (Two Hundred Million Naira)** and **N9,515,000.00 (Nine Million, Five Hundred and Fifteen Thousand Naira)** and **N5,000,000.00 Five Million Naira)** by the Arbitration Tribunal was unjustifiable, fraudulent, and giving without jurisdiction.

That 1st Respondent shall apply to the court to hold that this Application is vexatious, without merit and incompetent and shall urge the court in the interest of justice to dismiss the Application.

In line with law and procedure, learned counsel for the Respondents filed written address, wherein two issues were formulated for determination to-wit;

- i. **The issue for determination before the Arbitration Tribunal was whether the outstanding balance due to the Claimant/Applicant was N58,893,000.00 as claimed by the Claimant or the sum of**

N28,789,100.00 as admitted by the 1st Respondent witness before the Arbitration.

- ii. **Whether the Sole Arbitrator has the jurisdiction to Award to the Applicant additional sum of N200,000,000.00 and N9,515,000.00 and N5,000,000.00 in whatever name they are referred to.**

It is the contention of learned counsel, that the Admitted via annexure "FM1" & "FM2", that the amount outstanding against the 1st Respondent was **N58,893,000.00 (Fifty Eight Million, Eight Hundred and Ninety Three Thousand Naira)** as claimed by the Claimant or the sum of **N28,789,100.00 (Twenty Eight Million, Seven Hundred and Eighty Nine Thousand One Hundred Naira)** as admitted by the 1st Respondent witness before the Arbitration. The Sole Arbitrator ignored the evidence place before him, supported by documentary Exhibits and proceeded to award claims that were not proved no supported by any evidence.

It is also the submission of learned, that the Claimant before the Arbitral Tribunal did not plead nor call evidence to proof the Pre-judgment interest of 3.5% and the 5% retention fees.

Learned counsel submits, that on the issue of the Counsel fees awarded in the sum of **N15,000,000.00 (Fifteen Million Naira)** counsel submit that in law the Arbitration Tribunal has no jurisdiction to award same. Counsel refer the court to the following cases. **KEYSTONE BANK LTD. VS. ABDULGAFARU YUSUF (2014) ALL FWLR (Pt. 715) Page 376 at 391 LPELR 20662 (S.C); IHEKWOABA VS. ACB LTD. (1998) 0 NWLR (Pt. 571) AT 552 at 610 – 611** were cited.

Learned counsel further submits, that on the issue of the award of **N200,000,000.00 (Two Hundred Million Naira)** by the Arbitration Tribunal as General Damages for breach of contract, counsel submit that there was no basis for such award as it is not supported by any legal backing. Counsel rely on the following cases. **AGU VS. GENERAL OIL LTD. (2015) LPELR – 24613 (SC);**

KUSFA VS. UNITED BAWO CONSTRUCTION LTD. (1994) LPELR – 1721 (SC) were cited.

Learned counsel submits, that there was no single evidence relied upon by the Arbitration Tribunal to believe the claim of the Plaintiff and reject the Admission of the 1st Respondent during the trial. And the law is settled that any decision arrived at by the

Court or Tribunal not proved by any evidence would be set aside. ***OKOYE & ORS. VS. NWANKWO*** was cited.

In conclusion, counsel submits that in the light of the issues canvassed above, counsel firmly submit that this Application is vexatious, without merit, and incompetent, liable only to be dismissed with substantial cost in favour of the Respondents. May the court so hold and dismiss this suit accordingly.

On their part, Applicant filed reply on points of law to the Respondents' counter affidavit filed on 14th May, 2025 and the address attached thereto.

It is the submission of learned counsel, it is trite law that once there is a valid Arbitral Award and same is followed by an application for recognition and enforcement of the said award in line with Section 32 of the Arbitration Reconciliation Act, the court before whom such an application is made would have no other option than to recognize the award as a judgment of the court and make an Order for its enforcement. ***NNPC VS. FUNG TAI ENG. CO. LTD. (2023) 15 NWLR (Pt. 1906) 117 @ 182-183 Paragraphs D-C*** was cited.

It is further submission of counsel, that the contention of the Respondents to the effect that the Arbitration Tribunal Unilaterally

increased the claim of the Applicant to **N58,893,000.00 (Fifty Eight Million, Eight Hundred and Ninety Three Thousand Naira)** is totally not correct. The said sum was the original outstanding sum on the contract, claimed by the Applicant before the Tribunal. The 1st Respondent admitted only **N28,989,100.00 (Twenty Eight Million, Nine Hundred and Eighty Nine Thousand One Hundred Naira)** without leading evidence to establish how it arrived at same while the Applicant on the contrary led credible documentary evidence to substantiate her claims as was observed by the Tribunal at pages 38 - 43, paragraphs 5.4 - 5.4.17 of the Final Award attached as Exhibit "B" to the Motion for Enforcement

Learned counsel submits, that the Tribunal lacked the jurisdiction to award damages for breach of contract, cost of arbitration and legal fees as well as pre and post Award interest, it is counsel submission that the Tribunal is fortified by Section 50 and 46(2) of the Arbitration and Mediation Act, 2023 to have arrived at that impeccable decision. See Paragraphs 5.5 - 7.0 at pages 43-50 of the Final Award. See also Article 7.4 of the Contract Agreement (Exhibit "A2).

Learned counsel further submits, that in line with paragraph 2.5 above that the Honourable Court is merely conferred with the jurisdiction to recognize and enforce an Arbitral Award without more it is not within the jurisdiction of the court as far as the application for Enforcement of an Arbitral Award is concerned to revisit the decision of the Arbitral Tribunal with a view to sitting on appeal over same. On this sacrosanct principle of law, the Court of Appeal in ***MEKWUNYE VS. IMOUKHUEDE (2019) LPELR 46534 (CA)***, succinctly stated as follows:

"The courts cannot revisit the merits of an Arbitral Award during enforcement proceedings."

Learned counsel further submits, that the processes filed by the Respondents as well as issues of law raised therein are bereft of substance and same should be discountenanced for being incompetent, belated and frivolous

In conclusion, learned counsel respectfully urge the court in view of the above submission as well as the affidavit and Exhibits in support of the Application to exercise the court's discretion in recognizing and enforcing the Final Award between the parties as having been duly entered.

COURT:-

I have carefully considered the affidavit evidence of Applicant for the Enforcement of the Final Arbitral award dated 3rd October, 2024 entered by Sole Arbitrator, Michael Kama Bielonwu MCI Arb (UK) in respect of the arbitral reference between **MESSRS CHROUCHIN IDEAL STANDARD CO. LTD.** and **HON. MINISTER, FEDERAL MINISTRY OF WORKS AND HOUSING & 1OR.** On one hand, and the Counter Affidavit of the Respondents on the other hand.

Permit me to frontally state the general rule with respect to Arbitration generally... where parties choose their own Arbitrator to be the Judge on the dispute between them, they cannot when the award is good on the face object to his decision either upon the law or the facts.

There are however circumstances upon which an award so made can be set aside.

Where an Arbitrator misconducts himself or where the Arbitral proceedings or award was improperly procured, such can be set aside.

See COMPAGNIE GENERALE DE GEOPHYSIQUE VS. ETUK (2003) LPELR – 5516 (CA);

ESSO EXPLORATION & PRODUCTION (NIG) LTD. & ANOR VS. FED. INLAND REVENUE SERVICE (FIRS) (2017) LPELR – 51618 (CA).

I shall now delve into the issue of the limitation of time by computing when the said cause of action arose and or when the Enforcement ought to have been enforced.

It is the law that limitation shall begin to run from the date or time the cause of action arose.

See BROSSA VS. EXECUTIVE GOVERNOR (EDO STATE) & ORS (2020) LPELR 49684 (CA)

Such computation of time to determine limitation period would however not apply once an action is filed in Court within the period the cause of action arose.

See AKINJOKUN VS. LUFTHANSA GERMAN AIRLINES & ANOR (2018) LPELR – 46729 (CA);

OKOYE & ANOR VS. KUTI (2016) LPELR – 40166 (CA).

I have looked at the dates involved in which issues surrounding the Enforcement of the award in question, certainly speaking, the Respondents neglected to exercise their right to challenge the award when it was necessary for them to do so.

The law is clear. Under Section 57(1) of the Arbitration and Mediation Act, 2023, an arbitral award shall be recognised as binding and enforced by the court unless set aside under the limited grounds in Section 55 of the same Act.

It is not in dispute that the arbitral award was published on 3rd October, 2024 and that no application was brought to set it aside within the three-month period prescribed by Section 29 of the Act.

The Supreme Court in ***BAKER MARINE (NIG.) LTD.V. CHEVRON (NIG.) LTD. (2006) 6 NWLR (Pt. 975) 182*** has held that once the statutory time to challenge an award has lapsed, the court must enforce it.

The argument by the Respondents that the award is excessive and fraudulent is a matter that ought to have been raised in a timely challenge before this court. Having failed to do so, they are deemed to have waived their right to contest the award.

Furthermore, the decision of the Court of Appeal in ***A.S.T.C. VS. M.Y.M. LTD. (2023) LPELR-59423(CA)*** is to the effect that where an arbitral award has not been set aside, it remains binding and enforceable. Similarly, in ***M.V. LUPEX VS. NOC & S LTD. (2003) 15 NWLR (Pt. 844) 469***, the Supreme Court emphasized the finality and autonomy of arbitration proceedings...

I find no reason in law or fact to deny the enforcement of the Final Arbitral Award.

The Respondents did not file any application to set aside the Award within the statutory period of three months.

Award Debtors who failed to challenge the said Final Award and within the statutory period, cannot now by way of counter affidavit to the application for recognition and enforcement of the said award cry foul.... this is not the procedure.

Accordingly, this court is obligated to recognize and enforce the said Award. I so do.

See the following cases:-

BAKER MARINE VS. CHEVRON (2006) 6 NWLE (Pt. 975) 182;

STATOIL (NIG.) LTD. VS. NNPC (2013) LPELR – 8500 (CA).

***Justice Y. Halilu
Hon. Judge
16th July, 2025***

APPEARANCES

Collins O. Ezeani, Esq. – for the Applicant.

Chindo Bala U., Esq. – for the Respondents.