

**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/536/2025**  
**DATE: : WEDNESDAY 16<sup>TH</sup> JULY, 2025**

**BETWEEN:**

**MESSRS NADIAL GENERAL ENGR. TECH. NIG. LTD..... APPLICANT**  
**AND**

**1. HON. MIN. FEDERAL MINISTRY OF WORKS** } **RESPONDENTS**  
**2. ATTORNEY GENERAL OF THE FEDERATION** }

# **RULING**

This Ruling is at the instance of the Applicant who approached this Honourable Court vide Motion on Notice dated and filed 17<sup>th</sup> January, 2025 praying the Court for the following Orders;

1. An Order for the Enforcement of the Final Arbitral Award entered by the Sole Arbitrator, M. M. Sakaba in respect of the arbitral reference between **Messrs Nadial General Engineering Tech Ltd. AND Honourable Minister Federal Ministry of Works & Anor** dated the 22<sup>nd</sup> day of July, 2024 wherein the Sole Arbitrator ordered as follows:
  - i. **I hereby determine an Award** in favour of the Claimant against the Respondents, the sum of **N227,708,749.98 (Two Hundred and Twenty-Seven Million, Seven Hundred and Eight Thousand, Seven Hundred and Forty-Nine Naira, Ninety-Eight Kobo)** only as the total outstanding sum due and owing to the Claimant, by the Respondents, for the construction of the Solar Powered Street Lights in Adamawa and Yobe States.

- ii. **I hereby determine and Award** in favour of the Claimant, against the Respondents, the payment of the difference of 3.5% of the value of the total contract sum being the additional rate for Tax and VAT added on the Government contract after the year 2020.
- iii. **I hereby determine and Award** to the Claimant, against the Respondents, the refund of the 5% retention money as claimed by the Claimant.
- iv. **I hereby determine and Award** in favour of the Claimant against the Respondents, the sum of **N23,627,718.73 (Twenty-Three Million, Six Hundred and Twenty Seven Thousand, Seven Hundred and Eighteen Naira and Seventy-Three kobo)** only, as reimbursement of the Arbitration costs incurred/paid by the Claimant.
- v. **I hereby further determine an Award** in favour of the Claimant against the Respondents, the reimbursement of the sum of **N15,000,000.00 (Fifteen Million Naira)** only as recoverable cost for the Claimant's Legal representation.

- vi. I hereby determine an Award** in favour of the Claimant, against the Respondents, the sum of N50,000,000.00 (Forty-five Million Naira) only as General Damages.
- vii. I hereby determine an Award** 6% Pre-Award simple interest per annum, on the outstanding sum in paragraph 1 of this dispositive section) effective from the date of the receipt, by the 1st Respondent, of the Claimant's demand for final Payment in exhibit CD4, which is 30th October, 2014, until the date of the publication of this final award.
- viii. I hereby further determine an Award** in favour of the Claimant, against the Respondents, 6% Post-Award simple interest on all the monetary awards in this dispositive section, particularly subparagraphs 1,2,3,4, and 5 hereof from the date of the publication of this Final Award until the amounts are fully liquidated by the Respondents.
- ix. I hereby further determine and declare that** all other reliefs requested or claimed by the parties; but

which are not specifically granted by me in this dispositive section, are expressly denied and dismissed.

**x. It is hereby further ordered and directed** that;

All the monetary Awards and interests in this dispositive section shall be fully paid by the Respondents to the Claimant within Twenty-one (21) days from the date of the collection of this Final Award by any of the Parties.

2. Any Order or Further Orders the Honorable Court may be disposed to make in the circumstances of this case.

The grounds upon which this application is made are as follows:

- a. By a letter of award dated 20<sup>th</sup> August, 2020, the Applicant was awarded a contract for the construction of solar powered street lights in Adamawa and Yobe states by the 1<sup>st</sup> Respondent acting on behalf of the Federal Ministry of Land, Housing and Urban Development, a Ministry under the Federal Government of Nigeria and the parties executed a contract on the 15<sup>th</sup> November, 2010.
- b. The Applicant performed the contract and the 1<sup>st</sup> Respondent made part payment. However despite the repeated demands of the Claimant to pay the outstanding

balance of **227,708,749.98 (Two Hundred and Twenty Seven Million, Seven Hundred and Eight Thousand, Seven Hundred and Forty Nine Naira, Ninety Eight Kobo)**, the 1<sup>st</sup> Respondent failed to pay same.

- c. There was a dispute between the parties as to the balance and the matter was referred to the Abuja Multi Door Court house for arbitration before M.M. Sakaba as a Sole Arbitrator wherein the Applicant stood as the Claimant against the Respondents.
- d. By a Final Award dated 22<sup>nd</sup> July, 2024, the Tribunal made the following awards:
  - i. **I hereby determine an Award** in favour of the Claimant against the Respondents, the sum of **N227,708,749.98 (Two Hundred and Twenty-Seven Million, Seven Hundred and Eight Thousand, Seven Hundred and Forty-Nine Naira, Ninety-Eight Kobo)** only as the total outstanding sum due and owing to the Claimant, by the Respondents, for the construction of the Solar Powered Street Lights in Adamawa and Yobe States.

- ii. **I hereby determine and Award** in favour of the Claimant, against the Respondents, the payment of the difference of 3.5% of the value of the total contract sum being the additional rate for Tax and VAT added on the Government contract after the year 2020.
- iii. **I hereby determine an Award** to the Claimant, against the Respondents, the refund of the 5% retention money as claimed by the Claimant.
- iv. **I hereby determine an Award** in favour of the Claimant against the Respondents, the sum of **N23,627,718.73 (Twenty-Three Million, Six Hundred and Twenty Seven Thousand, Seven Hundred and Eighteen Naira and Seventy-Three kobo)** only, as reimbursement of the Arbitration costs incurred/paid by the Claimant.
- v. **I hereby further determine an Award** in favour of the Claimant against the Respondents, the reimbursement of the sum of **N15,000,000.00 (Fifteen Million Naira)** only as recoverable cost for the Claimant's Legal representation.

- vi. I hereby determine an Award** in favour of the Claimant, against the Respondents, the sum of N50,000,000.00 (Forty-five Million Naira) only as General Damages.
- vii. I hereby determine an Award** 6% Pre-Award simple interest per annum, on the outstanding sum in (paragraph 1 of this dispositive section) effective from the date of the receipt, by the 1<sup>st</sup> Respondent, of the Claimant's demand for final Payment in Exhibit "CD4", which is 30<sup>th</sup> October, 2014, until the date of the publication of this final award.
- viii. I hereby further determine an Award** in favour of the Claimant, against the Respondents, 6% Post-Award simple interest on all the monetary awards in this dispositive section, particularly subparagraphs 1,2,3,4, and hereof from the date of the publication of this Final Award until the amounts are fully liquidated by the Respondents.
- ix. I hereby further determine and declare that** all other reliefs requested or claimed by the parties; but

which are not specifically granted by me in this dispositive section, are expressly denied and dismissed.

**x. It is hereby further ordered and directed** that;

All the monetary Awards and interests in this dispositive section shall be fully paid by the Respondents to the Claimant within Twenty-one (21) days from the date of the collection of this Final Award by any of the Parties."

- e. Since the Award was made on the 22<sup>nd</sup> July, 2024 which is about six months ago, the Respondents have not neither made any payments whatsoever in satisfaction of the awarded sums or appealed against the Award.
- f. By the rules of the Honourable Court and Section 51 of the Arbitration and Conciliation Act, the Court has the powers to make an order for the enforcement of an arbitral award upon an application properly brought before it.

**In support of the application** is an 11 paragraph affidavit deposed to by Prince Christopher O. Ukachukwu, the Managing Director of the Applicant. It is the deposition of the Applicant, that by a letter of award dated 20<sup>th</sup> August, 2020, the Applicant was awarded a contract for the construction of solar powered street

lights in Adamawa and Yobe states by the 1<sup>st</sup> Respondent acting on behalf of the Federal Ministry of Land, Housing and Urban Development, a Ministry under the Federal Government of Nigeria and the parties executed a contract on the 15<sup>th</sup> November, 2010. Copies of the Award letter and the Contract Agreement were herein attached as Exhibit "A1" and "A2".

That the Applicant performed the contract and the 1<sup>st</sup> Respondent made part payment. However, despite the repeated demands of the Applicant to pay the outstanding balance of **(227,708,749.98) Two Hundred and Twenty-Seven Million, Seven Hundred and Eight Thousand, Seven Hundred and Forty-Nine Naira, Ninety-Eight Kobo**, the 1<sup>st</sup> Respondent failed to pay.

That there was a dispute between the parties as to the balance and the matter was referred to the Abuja Multi Door Court house for arbitration before M.M Sakaba as a Sole Arbitrator.

That by a Final Award dated 22<sup>nd</sup> July, 2024, the tribunal made the following awards:

***"i. I hereby determine an Award in favour of the Claimant against the Respondents, the sum of N227,708,749.98 (Two Hundred and Twenty-Seven Million, Seven***

***Hundred and Eight Thousand, Seven Hundred and Forty-Nine Naira, Ninety-Eight Kobo)*** only as the total outstanding sum due and owing to the Claimant, by the Respondents, for the construction of the Solar Powered Street Lights in Adamawa and Yobe States.

- ii. I hereby determine and Award*** in favour of the Claimant, against the Respondents, the payment of the difference of 3.5% of the value of the total contract sum being the additional rate for Tax and VAT added on the Government contract after the year 2020.
- iii. I hereby determine and Award*** to the Claimant, against the Respondents, the refund of the 5% retention money as claimed by the Claimant.
- iv. I hereby determine and Award*** in favour of the Claimant against the Respondents, the sum of N23,627,718.73 (Twenty-Three Million, Six Hundred and Twenty Seven Thousand, Seven Hundred and Eighteen Naira and Seventy-Three kobo) only, as reimbursement of the Arbitration costs incurred/paid by the Claimant.
- v. I hereby further determine an Award*** in favour of the Claimant against the Respondents, the reimbursement of the

*sum of N15,000,000.00 (Fifteen Million Naira) only as recoverable cost for the Claimant's Legal representation.*

**vi. I hereby determine an Award** *in favour of the Claimant, against the Respondents, the sum of N50,000,000.00 (Forty-five Million Naira) only as General Damages.*

**vii. I hereby determine an Award** *6% Pre-Award simple interest per annum, on the outstanding sum in paragraph 1 of this dispositive section) effective from the date of the receipt, by the 1<sup>st</sup> Respondent, of the Claimant's demand for final Payment in exhibit CD4, which is 30<sup>th</sup> October, 2014, until the date of the publication of this final award.*

**viii. I hereby further determine and Award** *in favour of the Claimant, against the Respondents, 6% Post-Award simple interest on all the monetary awards in this dispositive section, particularly subparagraphs 1,2,3,4, ands hereof from the date of the publication of this Final Award until the amounts are fully liquidated by the Respondents.*

**ix. I hereby further determine and declare that** *all other reliefs requested or claimed by the parties; but which are not specifically granted by me in this dispositive section, are expressly denied and dismissed.*

**x. It is hereby further ordered and directed that;**

*All the monetary Awards and interests in this dispositive section shall be fully paid by the Respondents to the Claimant within Twenty-one (21) days from the date of the collection of this Final Award by any of the Parties."*

A copy of the Arbitral award was herein attached as Exhibit B.

That ever since the award was made, the Respondents have not made any payments whatsoever in satisfaction of the awarded sums neither has same been challenged as the Arbitral Award was made about six months ago.

That Applicant has approached the Honourable Court for an order enforcing the Arbitral Award of 22<sup>nd</sup> July, 2024.

That the Respondents will not be prejudiced by the grant of this Application.

In line with law and procedure, written address was filed 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 by Section 51 of the Arbitration and Conciliation Act, 2004, the Honourable Court upon an application can make an Order for the enforcement of an Arbitral Award. The said Section provides thus:

***"An arbitral award shall, irrespective of the country in which it is made, be recognized as binding and subject to this section and Section 32 of this Act, shall, upon application in writing to the Court, be enforced by the court."***

Learned counsel submits, that the Order 19 Sub-rule 13 (1) and 2 of the Rules of the Honourable Court gives the court unfettered powers to make an order of for the enforcement of an arbitral award.

Learned counsel also submits, that the Honourable Court has the discretionary powers to grant this application for the enforcement of the arbitral award. Submits that the application herein is an invocation of the discretionary powers of court which must be exercised judicially and judiciously based on credible materials put before the court. ***WILLIAMS & ORS. V. HOPE RISING VOLUNTARY SOCIETY (1982) 1 ALL NLR (Pt. 1) at 9.*** was cited.

In exercising its discretion, the court has to put the materials placed before it into consideration and see that it is duly satisfied.

Learned counsel further submits, that on the basis of the depositions contained in the affidavit, this Honourable Court ought to exercise its discretion in favor of the Applicant. In ***HASSAN VS. WIKKI TOURIST FOOTBALL CLUB (2023) LPELR-61027 (CA)***, the Court of Appeal held thus:

***"It is important to state here, that the Arbitration and Conciliation Act, 2004 expressly empowers the lower Court to order the enforcement of an arbitral award pursuant to Section 31 (2) of the Act. This provision expressly provides the requirements that must be fulfilled by an applicant seeking for the enforcement. I find it expedient to restate here in Section 31(2) of Arbitration Conciliation Act, 2004. Section 31(1) an Arbitral Award shall be recognized as binding and subject to this Section 32 of this Act, shall upon application in writing, to the Court be enforced by the Court. (2) The party relying on an award or applying for its enforcement shall supply a) The duly authenticated original award or a duly***

***certified copy thereof: (b) The original agreement or a duly certified copy thereof."***

***ECO BANK V. ADMIRAL ENVIRONMENTAL CARE LIMITED & OR (2021) LPELR -56130(CA)*** was cited.

Learned counsel further contends, that drawing from the enunciation of the law in the above mentioned cases, the Applicant in consonance with the requirements of the law, has put before the court the contract (Exhibit "A") and the final Arbitral Award (Exhibit "B"). Therein this Honourable Court can see that the Applicant is entitled to invoke the powers of this court to grant an order for the enforcement of the arbitral award particularly in the light of the fact that since the award was made, the Respondents have not paid any sum in satisfaction of the award.

Learned counsel urge the Court in view of the facts and the law cited above to exercise its discretionary powers and grant this application.

Learned counsel pray this Honourable Court to grant this application in the interest of justice

On their part, Respondents filed 11 paragraph Counter Affidavit deposed to by Charles Adekunle, a Litigation Clerk in the Legal Service Unit of the Federal Ministry of Works and Housing.

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 paragraphs 4, 5, 6, 7, and 8, 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 **N227,708,749.98 (Two Hundred and Twenty Seven Million, Seven Hundred and Eight Thousand Seven Hundred and Forty Nine Naira Ninety Eight Kobo only.)** which was the Applicant claim as showed in paragraphs 5 of the Applicant Affidavit in support of the Motion, and paragraph 1.1 of the Arbitral Award.

That the entire Arbitration proceeding was conducted in clear breached of Article 14 of the Contract Agreement entered between the parties. As the Claimant never issued and served a Notice in writing on the Respondents. Furthermore there was never a time when the dispute between the parties passed

through Amicable Consultations between the parties when the Claimant abruptly rush and filed this action before the Sole Arbitrator.

That the Respondents claim was further reduced to the sum of **N227,708,749.98, (Two Hundred and Twenty Seven Million, Seven Hundred and Eight Thousand Seven Hundred and Forty Nine Naira Ninety Eight Kobo only.)** this fact was confirmed by the Claimant/Applicant in paragraphs 5 of the Applicant Affidavit in support of the Motion, and paragraph 1.1 of the Arbitral Award.

That 1<sup>st</sup> Respondent strongly opposed the claims of the Applicant at the Arbitration tribunal and filed its response where its admitted the only **N203, 918,128.61 (Two Hundred and Three Million, Nine and Eighteen Thousand, One Hundred and Twenty Eight Naira, Sixty Kobo,)** as the total Balance due to the Claimant from the said contract.

That the issue for determination before the Arbitration tribunal was Claim for reimbursement of Legal fees, payment of Retention, Interest charges and Damages, and the 3.5% Tax and Vat.

That from the above conclusion by the Arbitration Tribunal it is surprising that the Arbitral Tribunal reached conclusion that the Arbitrators fees is N18,914,174.99 and Administrative cost is N4,713,543,74.

That despite all the above unlawful and unjustifiable awards by the Arbitral Tribunal, the Arbitral Tribunal went ahead and granted another **N50,000,000.00 (Fifty Million Naira)**, as General Damages.

That 1<sup>st</sup> Respondent shall apply to the court to hold that this Application is vexatious, without merit and incompetent all the classes of cost and damages granted without jurisdiction, and shall urge the court in the interest of justice to dismiss the Application.

In line with law and procedure, written address was filed wherein two (2) issues were formulated for determination to-wit;

- 1. The issue for determination before the Arbitration Tribunal was Claim for reimbursement of Legal fees, payment of Retention, Interest charges and General Damages, and the 3.5% Tax and Vat, see paragraph 2.1 of the Arbitral Award.***

**2. Whether the outstanding balance due to the Claimant/Applicant was N227,708,749.98, (Two Hundred and Twenty Seven Million, Seven Hundred and Eight Thousand Seven Hundred and Forty Nine Naira Ninety Eight Kobo only.) or N203, 918,128.61 (Two Hundred and Three Million, Nine and Eighteen Thousand, One Hundred and Twenty Eight Naira, Sixty Kobo,) as admitted by the Respondent during the trial.**

It is the contention of learned counsel, 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 the issue of the Counsel fees awarded in the sum of **N15,000,000.00 (Fifteen Million Naira)** counsel submits, that in law the Arbitration Tribunal has no jurisdiction to award same. We refer your Lordship to the following cases:

***KEYSTONE BANK LTD VS. ABDULGAFARU YUSUF (2014) ALL FWLR. (Pt. 715) (Page 376) at 391. LPELR-20662(SC).***

It is the submission of learned counsel, that relying on the above Authorities that the award of **N15,000,000.00 (Fifteen Million Naira)** as the re-imbusement cost for the claimant legal representation by the Arbitration tribunal was done without the backing of the law and ought to be set aside.

Learned counsel further submits, that the award of **N50,000,000.00 (Fifty Million naira)** by the Arbitration tribunal as General Damages for breach of contract, we submit that there was no basis for such award as it is not supported by any legal backing.

Learned counsel also 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 1<sup>st</sup> Defendant 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. (2014) LPELR – 23172 (SC).*** was cited.

In conclusion, learned counsel submits, that this Application is vexatious, without merit, and incompetent, liable only to be dismissed with substantial cost in favour of the Respondents. May this Honourable Court so hold and dismiss this suit accordingly.

**On their part,** Applicant filed reply on point of law to the 1<sup>st</sup> Respondent's counter affidavit.

Learned counsel contends, that that the issues raised by the 1<sup>st</sup> Respondent before the Honourable are afterthought as the 1<sup>st</sup> Respondent has waived every right to challenge the award made by the tribunal by failing to file an application to have same set aside within the statutory limitation period.

It is the submission of learned counsel, that upon a final Award published by the Tribunal, a party dissatisfied with same has a period of three months within which to apply for the setting aside of the award as provided in Section 57(2) of the Arbitration and Mediation Act, 2023.

Learned counsel further submits, that the 1<sup>st</sup> Respondent by her contention in the Counter Affidavit and the Written Address attached thereto is attempting to reopen issues already determined by the Arbitral Tribunal or to challenge procedural regularity outside the proper statutory channels. It is trite law that an arbitral award is binding and final upon the parties, except where it is set aside on the narrow grounds provided under Section 55 of the Arbitration and Mediation Act, 2023. Even where there is a proper application for setting aside, the Court

cannot examine the correctness or otherwise of the Award as if it is sitting on appeal over the Tribunal. ***BAKER MARINE (NIG.) LTD. VS. CHEVRON NIG. LTD. (2000) 12 NWLR (Pt. 681) 393*** was cited.

Learned counsel further submits, that the contention of the 1<sup>st</sup> Respondent to the effect that the Arbitration Tribunal Unilaterally increased the claim of the Applicant to N227,708,749.98 (Two Hundred and Twenty Seven Million, Seven Hundred and Eight Thousand Seven Hundred and Forty Nine Naira, Ninety Eight Kobo) is totally not correct. The said sum was the original outstanding sum on the contract, claimed by the Applicant before the Tribunal. The 1<sup>st</sup> Respondent admitted only N203,918,128.6 (Two Hundred and Three Million, Nine Hundred and Eighteen Thousand One Hundred and Twenty Eight Naira Six Kobo) 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 17-18, paragraphs 10.1.6-10.1.7 of the Final Award attached as Exhibit "B" to the Motion for Enforcement.

It is the contention of learned counsel, that the Tribunal lacked the jurisdiction to award cost of arbitration and legal fees as well

as pre and post Award interest, it is our submission that the Tribunal is justified by her reliance on Sections 50 and 46(2) of the Arbitration and Mediation Act, 2023 to have arrived at that impeccable decision. See Paragraphs 10.2.1 10.2.10 at pages 18-22 of the Final Award. The same goes for the N50 Million awarded as General damages out of N700 Million claimed by the Applicant before the Tribunal.

Learned counsel also submits, that the processes filed by the 1<sup>st</sup> Respondent 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 urge this Honourable 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 enforcing the Final Award between the parties as having been duly entered.

### **COURT:-**

I have read the affidavit and written arguments for the application for enforcement of the Arbitral Award contained in application **No. M/536/2025** filed by Award Creditor on one

hand, and counter affidavit and written address of the Award Debtor on the other hand filed on the 5<sup>th</sup> of May, 2025.

The issue ***Whether the Applicant has met the legal requirements for the enforcement of the Final Arbitral Award dated 22<sup>nd</sup> July, 2024.***

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).***

**Section 57(1) of the Arbitration and Mediation Act, 2023** mandates that an arbitral award shall be recognized as binding and enforced by the court upon application in writing. Section 57(2) provides a 3-month time limit to challenge an award. Once that time lapses, a party is barred from resisting enforcement.

Respondents participated in the arbitration but failed to challenge the award within the statutory 3-month limit.

The Courts have consistently maintained that they are not to sit as appellate bodies over arbitral tribunals. In **Baker Marine (Nig.) Ltd. v. Chevron Nig. Ltd. (2000) 12 NWLR (Pt. 681) 393**, the Supreme Court held that *"a Court is not allowed to delve into the correctness of the award or re-evaluate the merits once the arbitrator has rendered a decision."*

The Applicant has satisfied the statutory conditions: provided the arbitration agreement, a duly certified copy of the award, and affidavit evidence of non-compliance by the Respondents. The Applicant is therefore entitled to seek enforcement.

In **STATOIL (NIG.) LTD. VS. NNPC (2013) LPELR-8500(CA)**, it was held that *"a party is bound by the outcome of arbitration and cannot re-open the issues unless the award is set aside."*

Additionally, in **TOPHER INC. LTD. VS. J.H.S.S. NIG. LTD. (2012) LPELR-9341(CA)**, the Court of Appeal emphasized that it is not open to a court to revisit the merits of the award once there was jurisdiction and no proper challenge was brought. See also **CITY ENGINEERING NIGERIA LTD. VS. FHA (1997) 9 NWLR (Pt. 520) 224.**

Clothed by ample and binding judicial authorities stated in the preceding part of this ruling, the Court shall grant the Application for enforcement and recognize the Final Arbitral Award dated 22<sup>nd</sup> July, 2024 as binding.

Consequently; having assimilated the submissions of counsel and the provisions of the law, this Court holds that the Arbitral Award is valid, final and binding.

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

This Court is therefore obligated to recognize and enforce the said Award. See ***BAKER MARINE VS. CHEVRON (2006) 6 NWLR (Pt. 975) 182; STATOIL (NIG.) LTD. VS. NNPC (2013) LPELR-8500(CA).***

Therefore, the Final Arbitral Award dated 22<sup>nd</sup> July 2024 is hereby recognized and shall be enforced accordingly.

I so Order.

Above is the ruling of this Court.

***Justice Y. Halilu  
Hon. Judge  
16<sup>th</sup> July, 2025***

**APPEARANCES**

**George Ibrehim, SAN,** - for the Applicant with **I.P Nwaogu, Esq.** and **Collins E. Esq.**

**Chindo B.U, Esq.** – for the Respondents