

**IN THE HIGH COURT OF 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/5138/2024
DELIVERED ON THE 08/05/2025**

BETWEEN:

MUHAMMED DANASABE MUHAMMED.....APPLICANT

AND

OPAY DIGITAL SERVICES LIMITED.....RESPONDENT

JUDGMENT

The Applicant Muhammed Danasabe Muhammed approached this Hon. Court vide an Originating Writ of Summon and seek for determination of the following questions:

- (1) Whether the Respondent can willfully on allegation of crime or wrong doing place a post no debit (PND) order on the Applicant’s account without a prior Court Order or otherwise block his account.**
- (2) Whether the Respondent can willfully without any communication with the Applicant place a Post No Debit (PND) order on the Applicant’s account.**

Upon the determination of the above questions, the Claimant seeks the following reliefs from the Court to wit;

- (1) An Order of Court for the Respondent to remove the Post No Debit (PND) order and all restrictions placed on the***

- Applicant's Opay Account No. 8034157269 – Muhammed Danasabe Muhammed to enable the free operation of the account by the Applicant.*
- (2) An Order of Court declaring the Respondent's deactivation of the Applicant's account on the suspicion of illegal transaction as ultra vires, null and void as no valid Court order was sought and obtained to restrict the account by whatever name given.*
 - (3) An Order of Court mandating the Respondent to pay into the Applicant's Zenith Bank Plc Account No. 2173726761 Muhammed Danasabe Muhammed the outstanding balance in the Applicant's account with them which is ₦2,181,072.52 (Two Million, One Hundred and Eighty-One Thousand and Seventy-Seven Naira, Fifty-two kobo) only.*
 - (4) An Order of Court for the Respondent to pay the sum of ₦1,500,000.00 (One Million, Five Hundred Thousand Naira) only as loss of income and good will due to the illegal Post No Debit (PND) order placed on the Applicant's Account preventing the Applicant from doing business.*
 - (5) An Order of Court for the Respondent to pay to the Applicant the sum of ₦50,000,000.00 (Fifty Million Naira) only as general damages.*
 - (6) An Order of Court for the Respondent to pay the sum of ₦5,000,000.00 (Five Million Naira) only being the professional fees paid by the Applicant for the prosecution of this case.*

The said Originating Writ is supported by an affidavit of 24 paragraphs deposed to by the Applicant himself.

The Applicant stated that he is a businessman and his company was registered under the name Lamsa Bureau De Change Limited and carries

on the business of Bureau De Change at No. **2249** Addis Ababa Crescent, Wuse Zone 4, Abuja.

That he normally purchases and sells foreign currency and as such usually money moves from his account to customer account and vice-versa. That he opened an account with No. **8034157269** in his name Muhammed Danasabe Muhammed with the Respondent which he uses to conduct his business regularly until the 04/09/2024 when same was restricted by the Respondent by placing no Post Debit (PND) on the ground of suspicious activities.

The Applicant stated that the following transaction was carried out by him on the 27/08/2024. One Ismet Erarslan transferred **₦3,230,000** to his account and in turn, he transferred **₦3,220,000** to Umar Bala Ahmed, on 28/08/2024, Vento Furnitures transfer **₦1,240,000** from Ahmed Tougeer and he transferred **₦2,000,000** and **₦1,230,000** to Umar Bala Ahmed, on 31/08/2024, the sum of **₦3,270,000**, from Vento Furniture was transferred to his account and he transferred **₦3,250,000** to Umar Bala Ahmed and on the 03/09/2024, **₦1,674,800** from brother Bello Muhammed Bagudu was transferred to his account.

That he normally purchases foreign exchange from Umar Bala Ahmad. And all the transactions are normal in his business. And the restriction placed on his account is unjustifiable and he has lost several customers as a result.

The following document were annexed to the Originating summons, to wit;

- (1) CAC Registration Certificate**
- (2) Bureau De Change licence**
- (3) A copy of business transaction**

- (4) A copy of business transaction**
- (5) A copy of business transaction**
- (6) A copy of business transaction**
- (7) Demand Notice**

All were annexed and marked as Exhibits **A – G** respectively.

A written address was filed wherein, the two issues were formulated for determination to wit;

- (1) Whether the Respondent can legally place a restriction by de-activating the Applicant’s account arbitrarily without a Court Order, even without giving the Applicant a fair hearing?**

- (2) Whether the Applicant embodies the right to have the restriction lifted from his account having shown that the transactions alleged to be suspicious, which caused the restrictions to be placed in the first place are normal activities to be placed in the first place are normal activities carried out in line with the nature of his business.**

Learned Counsel for the Claimant argued that the Respondent had no right to place the Applicant’s account No. **8034157269** on Post No Debit without valid order of Court. The Court was therefore urged to grant all the reliefs sought by the Applicant.

It is instructive to state from the onset that the Defendant, who was served with the Originating Writ of this Court on the 10/12/2024, has failed and or neglected to enter an appearance or cause same to be entered for it. The Applicant in line with law was urged to proceed to adopt his processes in the absence of any counter from the Defendant.

On the part of Court, I have considered the evidence of the Applicant vide affidavit in support and the documents annexed therein and the written address of Counsel.

To my mind two (2) issues call for determination of this case to wit;

- (1) Whether from the facts of the case, a banker customer relationship exists between the Applicant and the Respondents.**
- (2) Whether the Respondent's action in suspending/restricting the operation of the Applicant's account is justified and lawful in the eye of law.**

On issue one; *whether from the facts of this case, a banker customer relationship exists between the Applicant and the Respondent.* The relationship that exists between a banker and a customer is one founded on a banker and customer contract. It involves a specie of contract with special usages with particular reference to monetary or commercial transaction. Thus, a banker has a duty under the contract entered with its customer to exercise reasonable care and skill in carrying out its part with regard to transaction within the contract. The banker's duty to exercise reasonable care and skill encompasses the entirety of their professional dealings within the scope of the contract with their customer. Consequently, this duty applies to interpreting, ascertaining and acting in accordance with the instruction of the customer. See ***LINTON INDUSTRIAL TRADING COMPANY NIG. LTD VS. CBN & ANOR (2013) LPELR 22636 (CA).***

In a situation, where the bank presents itself as being professionally competent and skilled to execute certain obligations inherent in a transaction but eventually shirks that responsibility, this constitutes a

prima facie act of negligence having failed in the duty of care it primarily owed its customer. See *AGBANELO VS. UNION BANK OF NIGERIA PLC (2003) 4 SC (PT. 1) 243*.

It is equally settled law that parties to an agreement or contract are bound by the terms and conditions of the contract they signed and the primary duty of the Court is restricted to interpretation and enforcement of the terms of the contract agreed by the parties thereto. See *ISHENO VS. JULIUS BERGER PLC (2008) 33 NSCQR (PT. 1) 296*.

It is the contention of the Applicant that he is the Respondent's customer, by virtue of which he opened and operates account No. **08034157269** with account name Muhammed Danasabe Muhammed and that on the 04/09/2024 he observed his account had been blocked/frozen by the Respondent without reason or any form of notification.

The law is trite that the relationship between a bank and its customer is that of a principal and agent. Consequently, a cheque drawn on the banker by the customer constitute the order of the principal to the agent to pay out of the principal's money in custody of the agent. It is also viewed under the law as that of a debtor and creditor. This is because when a bank credits the current account of its customer with a certain sum, the bank becomes a debtor to the customer in that sum. On the other hand, when a bank debits the account of its customer with a certain sum, the customer becomes a debtor to the bank to the tune of the sum debited. See *CITI BANK NIG. LTD VS. IKEDIASHI (2014) LPELR 22447 (CA)*.

From the affidavit evidence before the Court, it is not in doubt that, the Respondent is the customer of the Respondent. And it is equally not in doubt that the Respondent is a debtor of the customer as it is in evidence.

A bank is under obligation to honour a cheque issued by its customer if such customer has enough funds in his account to satisfy the amount payable on the cheque and failure or refusal by the bank to honour the cheque amounts to breach of contract and would render the bank liable for damages. *DIKE VS. AFRICAN CONTINENTAL BANK LTD (2000) 5 NWLR (PT. 657) 441.*

It is the affidavit evidence of the Applicant before the Court that when the Applicant realized that his account was blocked and he could not perform any transaction on his account, he wrote Exhibit G to the Respondent but still his account No. **8034187269** has not been unblocked.

The importance of documentary evidence in a legal proceeding cannot be over-emphasized. They serve as the best form of evidence in proof of a party's claim before the Court. *AERO CONTRACTORS CO. OF NIG. LTD VS. DARAMOLA (2023) LPELR 60767 (CA).*

Document when tendered and admitted in evidence in Court are like words uttered and do speak for themselves. They are even more reliable and authentic than words from the vocal cord of man because they are neither transient nor subject to distortion and misrepresentation but remain permanent and indelible through the ages. See *AIKI VS. IDOWU (2006) 9 NWLR (PT. 984) 47.*

On whether, the Respondent was right to have suspended the operation of the Applicant's account on the allegation of suspicious transaction.

In any way, whether it is a suspicious transaction or not, it is indeed, the law that no bank in Nigeria, including the Central Bank (CBN) as the apex bank and the regulatory authority for licensed banks in Nigeria, has the legal competence or power to on its own and without a valid Court order, close a bank account of a customer or transfer or seize the funds lodged therein without the backing of a valid Court order. See ***OPARA-HENRY VS. ACCESS BANKS PLC (2022) LPELR 59775 (CA)***.

I must say that the Respondent cannot arrogate to itself the right to freeze any customer's account without an order of Court. No one is allowed to take laws into its own hands. Civility demand that when a bank notices any suspicious issue about a customer's account and it is certain that there is the need to freeze the account of the customer for a number of days, necessity is laid upon the bank to report the issue to law enforcement agencies who will approach the Court to secure order to freeze the account. ***POLARIS BANK LTD VS. YAYAMU GLOBAL SERVICES LTD & ANOR (2022) LPELR 5737***.

From the facts of this case above, it is obvious that the conduct of the Respondent falls short of the legally approved standard of a bank. I shall therefore enter Judgment in favour of the Applicant. Judgment is hereby entered for the Applicant as follows:

- (1) **An Order** is hereby granted directing the Respondent to remove the Post No Debit (PND) order and all restrictions placed on the Opay account No. **8034187269** Muhammed Danasabe Muhammed to enable the free operation of the account.
- (2) **An Order** is hereby made directing the Respondent to activate the Applicant account with forthwith.
- (3) **An Order** is hereby made, directing the Respondent to pay into Zenith Bank Plc Account No. **2173726761** – Muhammed

Danasabe Muhammed the outstanding balance in account No. **8034157269** with which is **₦2,181,077.52**.

- (4) I hereby award the sum of **₦2,000,000** (Two Million Naira) only against the Respondent as general damages in favour of the Applicant.

The cost of this suit assessed at **₦300,000** (Three Hundred Thousand Naira) only is hereby granted to the Applicant.

SIGNED:
HON.JUDGE
08/05/2025.

APPEARANCE:

Christianah Sylvester, Esq, for the Applicant

Respondent is absent and not represented