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 : SUIT NO: CV/2127/2024

DATE: : FRIDAY 4TH JULY, 2025

BETWEEN:

PRISCILLA NDU ……. CLAIMANT/APPLICANT

AND

ABDULLAHI IBRAHIM HALILU ….. DEFENDANT/RESPONDENT

RULING

This Ruling is at the instance of the Claimant/Applicant who approached this court vide Motion on Notice dated and filed on the 24th March, 2023, praying the court for the following:

1. An Order of Interlocutory mandatory injunction mandating the Defendant/Respondent to restore the parties to the status quo ante at the time of commencement of this suit by returning all of the Claimant/Applicant's personal valuables and belongings and securing same within from Flat C5, Plot 1193, River Benue Crescent, Maitama, Abuja - FCT from where they were removed by the Defendant/Respondent himself or/and through his privies, workers, agents or proxies during the pendency of this suit.

2. And for such other Order(s) that the Court may deem fit to make in the circumstances.

In support of the Application is a 15 paragraph affidavit duly deposed to by one Priscilla Ndu, the Claimant/Applicant in this suit.

It is the deposition of Claimant/Applicant, that on 13th November 2024 and during the pendency of this suit, the

Defendant/Respondent through his attorneys served her solicitors with a letter titled ***–"7 Days' Notice of Landlord's Intention to Remove Any And All Personal Belongings of Your Client for Safekeeping"***. By that letter they informed her solicitors that it was the intention of the Defendant/Respondent to break into the apartment Flat C5, River Benue Crescent, Maitama, Abuja - FCT and remove any and all of her property contained therein at the expiration of Seven (7) days from the date of service of the letter. A copy of the said letter was herein attached as Exhibit "1".

That on her instructions her solicitors responded vide a letter to the Defendant/Respondent's solicitors, dated 18th November, 2024 warning that the substantive matter already being before the court, the parties were required to maintain status quo pending its hearing and determination and that the actions proposed by them would amount to destruction of the res and the frustration of the purpose of the litigation. A copy of the said letter was herein attached as Exhibit "2."

That her solicitor also went further to filed a motion dated 20th November, 2004 with **Motion No. M/15571/2024** before this Honourable Court seeking Interlocutory Orders to restrain the Defendant from carrying out his intended actions. The motion

was duly filed and served on the Defendant/Respondent through his solicitors.

That the Defendant/Respondent filed a Counter-affidavit and written dated 28th November, 2024 in response to her Motion on Notice and duly served same on her solicitors.

That while the motion was yet to be heard, the Defendant/Respondent in turn filed a Motion on Notice with Motion **No. M/245/2025** dated 13th January, 2025 praying the Court for Interlocutory Orders mandating the Claimant/ Respondent in the substantive suit to remove her personal belongings and valuables from Flat C5, River Benue Crescent Maitama, Abuja - FCT or alternatively granting leave to the substantive Defendant/Respondent to remove all such valuables and belongings from the apartment pending the final determination of the suit.

That her solicitors responded to that motion with a Counter-affidavit and written address dated 20th January, 2025 which was duly served on the Defendant/Respondent through his solicitors.

That despite the fact that the Court was yet to hear any of the applications pending before it, the Defendant/Respondent through his solicitors served her solicitors with another letter

dated 4th March, 2025 informing her solicitors that the Defendant intended to enter the apartment at Flat C5, River Benue Crescent, Maitama, Abuja - FCT that same day and remove all he personal belongings contained therein. A copy of the letter is attached hereto as Exhibit "3".

That before she could take any action to forestall the Defendant/ Respondent that same day, he had by himself and/or through his privies, workers, agents or proxies, already broken into the apartment and removed her personal belongings and valuables, in the process causing damages to many of them and stored them beyond her access. Attached hereto are copies of photographs of the apartment after the entry by the Defendant/Respondent, marked as Exhibits "4A" – "4H".

That the actions of the Defendant/Respondent are intended to destroy the res, present the Court of a fait accompli and continue in the same acts of trespass and breach of the Claimant/ Applicant's rights which form the basis of the substantive action.

That the Defendant/Respondent is determined to continue in his acts of self-help to recover the apartment from the Claimant/ Applicant without any Order or Judgment of Court.

That there is an urgent need for the Defendant/Respondent and his agents, privies and proxies to be restrained pending the hearing and determination of the substantive suit.

That it is in the interest of justice and to preserve the dignity, integrity and respect for the authority of this Court that this application be granted.

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

> ***"Whether the Claimant/Applicant is entitled to the reliefs claimed as contained on the motion paper in the circumstances before the Court."***

It is the submission of learned counsel, that the acts of the Defendant/ Respondents are a Fundamental abuse of court processes. In the first instance the writ of summons by which the suit was initiated filed on 24th April, 2024 under the High Court of the Federal Capital Territory (Civil Procedure Rules 2018), gave notice by the endorsement thereon that parties were required maintain status quo pending the hearing and determination of the substantive suit.

Learned counsel submits, that the Defendant Respondent was duly served with the Claimant/Applicant's motion for interlocutory injunction dated 20th November, 2024 and went as far as to join issues by responding to it. The Defendant Respondent thereafter filed his own motion for mandatory, injunction dated 13th January, 2025, to which the Claimant/Applicant responded.

Learned counsel contends, that the Defendant/Applicant however on 4th March, 2025 decided to resort to self-help even during the pendency of the substantive suit and prior to the hearing of the pending motions, by removing the properties and belongings of the Claimant/Respondent at Flat C5, Plot 1193, River Benue Crescent, Maitama, Abuja-FCT thus preempting the Court and attempting to foist a fait accompli upon it.

Learned counsel further submits, that the case of ***A.P.C. VS. KARFI (2018) 6 NWLR (Pt. 1616) 479 (Pp. 520 Para F)*** where the Supreme Court held that, ***"No party in litigation is permitted to unilaterally alter the status quo in order to undermine the authority of the court, particularly of the appellate court, in order to foist a fait accompli, and also overreach the adversary in litigation".***

Learned counsel further contends, that the position of the law being clear on the issue, we submit on the power of the Court to grant a mandatory injunction, the case of ***MOORE ASSOCIATES LTD VS. EXPHAR S.A. (2023) 3 NWLR (Pt. 1872) 619 (P 653 Paragraph G)*** where the Supreme Court held that:

> ***"A party is debarred from taking any step that will have the effect of foisting on the other party or the Court a fait accompli or frustrating a matter that is subjudice, where any of those happens, the Court has never shied away from punishing such conduct through its inherent disciplinary power".***

It is the submission of learned counsel, that where the Court has inherent power to punish such actions or step by an erring party, on the nature of such punishment counsel commend the case of ***A.P.C. VS. KARFI (Supra)*** where the Supreme Court held at (Page Paragraphs E-F) that the courts do not tolerate any action or conduct designed purposely to stifle their discretion in a pending litigation and thereby foist on them a fait accompli. The courts do not condone such conduct or action. They do not ratify it. The courts always resort to their inherent powers to discipline the ring any in order to maintain, restore and preserve the dignity

and respect for judicial authority. They do this by resorting to restorative or mandatory injunction to undo whatever had been done by the erring party irrespective of what they would decide on the merits eventually when the matter is heard.

Counsel cited the case of ***ABDULLAH VS. GOV. OF LAGOS STATE (1989) 1 NWLR (Pt. 97) 356 (P. 369-370 Paragraphs H-B)*** where the Court of Appeal held:

> ***"Admittedly, any action of conduct of one of the Parties to an action in Court. whilst an application for stay of execution or an interlocutory injunction is pending in Court, for the subtle purpose of stultifying the exercise of the Court's discretion and its duty to consider the said Party's application on its merits, must not be countenanced by die Court"***
>
> ***"The Court should normally not allow either of the Parties to present it with a fait accompli in effect it is the duty of the Courts to see that their Orders are not rendered nugatory. When the conduct of one of the Parties has the tendency of foisting on the Court a fait accompli, the Court may make an Order which will have the effect of returning the Parties to the***

original status quo pending the determination of the application."

VASWANI TRADING CO. VS. SAVALAKH & COMPANY (1972) 12 S.C 77 PG 83. was cited.

Learned counsel refer the Court to the principles laid down by the Court of Appeal in ***C.B.N VS. U.T.B (NIG.) LTD. (1996) 4 NWLR (Pt. 445) 694 @ 704, PARA E-F*** where it held

"Some of the circumstances in which mandatory injunction will be granted are where the injury done to the Plaintiff cannot be estimated and sufficiently compensated for by damages, or is so serious and material that the restoration of things to their former condition is the only method whereby justice can be adequately done, or where the injury complained of is in breach of an express agreement the court will exercise its jurisdiction and grant a mandatory injunction. See Halsbury's Laws of England 4th Edition Vol. 24 paragraph 948. A mandatory injunction will also be granted where the act done is a simple and summary one which can be easily

remedied or if the Defendant attempts to steal a match on the Plaintiff." **(Pt.704, paragraph E-F).**

Learned counsel also submits, that the actions of the Defendant/ Respondent while not only the substantive suit is pending but also while the interlocutory motions before the Court have not been heard, are nothing more than an attempt by the Defendant/Respondent to in the words of the Appeal Court in ***C.B.N VS. U.T.B (NIG) LTD (Supra),*** to steal a match on the Claimant in the instant suit.

In conclusion, learned counsel submits, that the Claimant/ Applicant has met all of the requirements/conditions precedent both at law and in equity for the grant of this application and we without hesitation implore your Lordship to exercise his discretion in her favour. We further submit that it is in the interest of justice for the Court to grant same to preserve its own integrity and authority in the face of litigants before it.

On their part, Defendant/Respondent filed a 12 paragraph counter affidavit in response to the Claimant/Applicant's Motion on Notice for Interlocutory Injunction….duly deposed to by Usman Bello, an employee of the Defendant/Respondent.

It is the depositon of Defendant/Respondent, that the Clamant/ Applicant was a tenant of the Defendant/Respondent occupying a two (2) bedroom fully furnished apartment with sofas, dining table and chairs, a set of beds and beddings including bed-sheets, duvets, pillows and pillowcases, curtains, rugs, office table and chairs, two (2) television sets, air conditioners, refrigerators, microwave, washing machine plates, spoons pots and pans and other household items.

That the Claimant/Applicant came into the apartment with only her bag of clothes and other personal belongings.

That in paragraph d of the Clamant/Applicant's motion dated 20 November, 2024, the Clamant/Applicant stated that she moved out of the apartment since it was un-habitable. The Defendant/ Respondent shall rely on the Claimant's/Applicant's motion dated 20th November, 2024 which is before this Honourable Court at the hearing of this matter.

That the Claimant/Applicant left some of her personal belongings in the apartment and continued to hold on to the keys denying the Defendant/Respondent access to maintain the apartment.

That the apartment is a fully furnished service apartment and due to a not being in use since April 2024 and access not granted to the Defendant/Respondent it has begun to deteriorate and fall mea disrepair.

That the letters dated 13th November, 2024 and 4th March, 2025 served on the Claimant/Applicant's solicitor respectively had not informed the Clamant/Applicant of any intention to break into the apartment and remove all property as alleged by the Claimant/ Applicant. However, the Defendant/Respondent notified the Applicant to either remove all her personal belongings and valuables from the apartment or they will be carefully removed for safe keeping since the Claimant/Applicant had moved out of the apartment since 24th April, 2024 and the apartment was deteriorating.

That the Claimant/Applicant's personal belongings were carefully removed in the presence of independent witnesses and the entire process duly documented in video recordings taken during the process in the presence of security operatives. Furthermore, the

Claimant/Applicant's personal belongings were then securely stored for safekeeping where she can collect them at her convenience. Copies of video recordings, inventory of items and a report of the team that removed the items are hereby attached and marked as Exhibit "A".

That he has been informed by one of the counsels handling the matter on behalf of the Defendant/Respondent at their office No. 10 Seguela Street Wuse II, Abuja at about 10am on 2nd April, 2025 of the following and he verily believed him to be true:

That the actions of the Defendant/Respondent to remove all the personal belongings of the Claimant/Applicant was to preserve the res and subject matter of the action since the Claimant/ Respondent has since the institution of the action against the Defendant/Applicant moved out of the apartment on 24th April, 2024.

That the actions of the Defendant/Respondent to remove all the personal belongings of the Claimant/Applicant was not act of self-help, trespass or calculated to present the Court in a situation of fait accompli as alleged by the Claimant/Applicant.

That the apartment, being a fully furnished service apartment and not being in use by the Clamant/Applicant for over nine (9) months, has begun to deteriorate and fall into a state of disrepair because of lack of maintenance.

That it is in the interest of justice for the Defendant/Respondent to preserve the res to prevent further loss and damage.

That the actions of the Defendant/Respondent do not undermine the powers and jurisdiction of this Honourable Court.

That it is in the interest of justice that this application is not granted as the Defendant/Respondent will be prejudiced by it since the apartment will continue to deteriorate with wear and tear which will reduce the value of the apartment.

That since the removal of the Claimant/Applicant's personal belongings from the apartment, the Defendant/Respondent has proceeded to renovate the apartment and has been released to another tenant on rent. Copy of the tenancy agreement dated 22nd March, 2025 is hereby attached and marked Exhibit "B".

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

"Whether the Claimant/Applicant is entitled to the reliefs sought?"

It is the submission of learned counsel, that from paragraph d of the affidavit of the Claimant/Applicant's motion dated 20th November, 2024, the Applicant unequivocally stated that she had moved out of the apartment since it was inhospitable and inhabitable. Also, since the removal of the Claimant/Applicant's personal belongings from the apartment, the Defendant/ Respondent has proceeded to renovate the apartment and has been released to another tenant on rent. Additionally, since she had moved out of the apartment, the apartment was deteriorating.

Learned counsel submits, that the Courts have in a long line of cases outlined the basic principles for the grant of applications of this nature. The basic principles guiding the grant of interlocutory injunction are well settled and the challenge has been the application of the principles to a particular set of facts and circumstances.

Learned counsel further submits, that one factor for granting interlocutory injunction in the preservation of the res. It is the province of the law that the res should not be destroyed or

annihilated before the judgment of the court. See the cases of ***KOTOYE VS. C.B.N (1999) 2. S.C (Pt.1);***

OBEYA MEMORIAL SPECIALIST HOSPITAL VS. A.G. FEDERATION (1987) NWLR (Pt.60)

Learned counsel contends, that it has been settled that the purpose of a preservatory application is generally to preserve the res the subject matter of litigation, in arguing this application, counsel rely on all the paragraphs of the affidavit in support of the application and all the exhibits annexed thereto. See ***OBEYA MEMORIAL HOSPITAL VS. AG FEDERATION (1987) 3 NWLR (Pt.60) 325. (Page 597, Paragraph. A)***

Learned counsel further submits, that in the paragraphs of the affidavit, the Applicant has not occupied the apartment Flat C5. Plot 1193, River Benue Crescent, Maitama Abuja since April 2024 and the apartment has been uninhabited for an extended period. The apartment has been left without proper maintenance and was suffering from deterioration including electrical and plumbing issues, mold, pest infestations, damage to the structure, etc. As clearly deposed to in this Counter Affidavit, the apartment is fully furnished and the only stems the Claimant/Applicant brought into the apartment are her bag of clothing and other personal items.

Learned counsel also submits, that the Defendant/Respondent had the responsibility to ensure that the res is not destroyed. The Defendant/Respondent has also taken diligent steps to secure the personal belongings of the Claimant/Applicant, and she can at her convenience retrieve them without any hindrance.

It is further the submission of learned counsel, that the Plaintiff/ Applicant having moved out of the apartment have secured alternative accommodation for herself and she does not stand to lose anything at all. On the other hand, if the Claimant/ Applicant's personal belongings are put back into the apartment she will continue to abandon it while the apartment is left to deteriorate.

Learned counsel submits, that the fact that the Applicant does not own any property in the apartment except her personal belongings. On the other hand, the Respondent as the landlord owns all the furniture, fittings and property which if he does not properly maintain presents a clear risk to the apartment condition which could reduce the value and create unsafe living conditions for other tenants.

Learned counsel further submits, that the action of the Defendant/Respondent does not constitute abuse of court

processes, neither is it an action mala fide or an act of self-help as alleged by the Claimant/Applicant but an action to preserve the res in the interest of justice.

Learned counsel also submits, that the Claimant/Applicant will suffer nothing if the court refuses the application considering that she has already moved out of the apartment.

Learned counsel further submits, that the Claimant/Respondent has since the institution of the action against the Defendant/ Applicant moved out of the apartment on 24th April, 2024.

Counsel contends, that the actions of the Defendant/Respondent to remove all the properties of the Claimant/Applicant was to preserve the res and subject matter of the action.

Learned counsel submits, that the apartment being a fully furnished service apartment and not being in use by the Claimant/Applicant for over nine (9) months, it has begun to deteriorate and fall into a state of disrepair because of lack of maintenance.

Learned counsel further submits, that the actions of the Defendant/Respondent do not undermine the authority, powers and jurisdiction of this Honourable Court.

In conclusion, learned counsel urge the Court to hold in favour of the Defendant/Respondent as it is in the interest of justice that this application is not granted.

On their part, Claimant/Respondent filed further and better affidavit in response to Interlocutory Motion of 12 paragraphs, duly deposed to by Priscilla Ndu, the Claimant in this suit.

It is the deposition of Claimant/Respondent, that on 13th November, 2024 and during the pendency of this suit, the Defendant/Respondent through his attorneys served my solicitors with a letter titled ***"7 Days Notice of Landlord's Intention To Remove Any And All Personal Belongings Of Your Client For Safekeeping".*** By that letter they informed my solicitors that it was the intention of the Defendant/Respondent to break into the apartment at Flat C5 River Benue Crescent, Maitama, Abuja-FCT and remove any and all of my property contained therein at the expiration of Seven (7) days from the date of service of the letter A copy of the said letter is attached hereto as Exhibit "1".

That on her instructions her solicitors responded vide a letter to the Defendant/Respondent's solicitors, dated 18th November, 2024 warning that the substantive matter already being before

the court, the parties were required to maintain status quo pending its hearing and determination and that the actions proposed by them would amount to destruction of the res and the frustration of the purpose of the litigation. A copy of the said letter is attached hereto as Exhibit "2".

That her solicitor also went further to file a motion dated 20th November, 2024 with **Motion No. M/15571/24** before this Honourable Court, seeking interlocutory Orders to restrain the Defendant from carrying out his intended actions. The motion was duly filed and served on the Defendant/Respondent through his solicitors.

That the Defendant/Respondent filed a Counter-affidavit and written address dated 28th November, 2024 in response to her motion on notice and duly served same on her solicitors.

That while the motion was yet to be heard, the Defendant/ Respondent in-turn filed a motion on notice with Motion No. M/245/2025 dated 13th January, 2025 praying the Court for interlocutory Orders mandating her, the Claimant/ Respondent in the substantive suit to remove her personal belongings and valuables from Flat C5, River Benue Crescent. Maitama, Abuja - FCT, or alternatively granting leave to the substantive Defendant/

Respondent to remove all such valuables and belongings from the apartment pending the final determination of the suit.

That her solicitors responded to that motion with a Counter-affidavit and written address dated 20th January, 2025 which was duly served on the Defendant/Respondent through his solicitors.

That despite the fact that the Court was yet to hear any of the applications pending before it, the Defendant/Respondent through his solicitors served her solicitors with another letter dated 4th March, 2025 informing her solicitors that the Defendant intended to enter the apartment at Flat C5, River Benue Crescent, Maitama, Abuja-FCT that same day and remove all her personal belongings contained therein. A copy of the letter was herein attached as Exhibit "3".

That before she could take any action to forestall the Defendant/Respondent that same day, he had by himself and/or through his privies, workers, agents of proxies, already broken into the apartment and removed her personal belongings and valuables; in the process causing damages to many of them and stored them beyond her access. Attached hereto are copies of photographs of the apartment after the entry by the Defendant, marked as Exhibits "4A" – "4H".

That the Defendant/Respondent has by his actions preempted the Court and presented the Court with a fait accompli by destroying the res and compounding his acts of trespass and breach of the Claimant/Applicant's rights which form the basis of the substantive action.

COURT:-

It is on record that this suit was filed and served on the Defendant and Defendant entered appearance on the 12th November, 2024.

On the 13th November, 2024, while the suit was pending, Defendant then caused his lawyers to serve Plaintiff 7 day's notice of Landlord's Intention to remove any and all personal belonging of the Claimant.

Claimant/Applicant upon receipt of the said letter from the Defendant then filed application on Notice for Interlocutory Injunction dated the 20th November, 2024 and same was duly served on the Defendant/Respondent.. Defendant /Respondent filed counter affidavit to the application dated the 28th November, 2024.

During the pendency of the substantive matter and the application for Interlocutory Injunction, Defendant/Respondent broke – into the said apartment occupied by the Claimant/Applicant and removed all her belongings.

The Rule of law is a constitutional doctrine which emphasizes on the Supremacy of the law, the absence of which there will be break down of an order in the society.

It is settled law over a long line of decided cases that parties who have submitted their misunderstanding before the court must allow the court to decide one way or the other.

Any such step taken during the pendency of the action shall be viewed as gross and crass disrespect for the rule of law and the authority of the court.

By the deposition contained in the counter affidavit in opposition to the instant application filed by Defendant/Respondent, he has admitted the fact that he gained access into the said apartment occupied by the Claimant/Applicant and removed her belongings.

The action of Defendant/Respondent falls within the domain of self-help in law. The law forbids it.

See ***ELESIE AGBAI & ORS. VS. SAMUEL I. OKOGBUE ELC (1991) 1915 (SC) Page 1.***

It is clear from what has played out that the action of Defendant/Respondent amounts to self-help and pre-judicial which I consider an outright disrespect to the authority of this court and the settled law hence unacceptable.

Accordingly, Relief 1 as endorsed on the face of the said application is hereby granted.

In summation, the following relief is hereby granted, as follows:-

An Order of Interlocutory Mandatory Injunction mandating the Defendant/Respondent to restore the parties to the status quo ante at the time of commencement of this suit by returning all of the Claimant/Applicant's personal valuables and belongings and securing same within from Flat C5, Plot 1193, River Benue Crescent, Maitama, Abuja - FCT from where they were removed by the Defendant/Respondent himself or/and through his privies, workers, agents or proxies during the pendency of this suit.

Defendant/Respondent shall comply with the Orders of this court or risk facing the wrath of the law.

Above is the Ruling of the Court.

Justice Y. Halilu
Hon. Judge
4th July, 2025

APPEARANCES

Rabiu Maikafi, Esq. – for the Defendant/Respondent.

Claimant/Applicant not in court and not represented