

**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/870/2022
DELIVERED ON THE 30/04/2025**

BETWEEN:

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| <ol style="list-style-type: none">1. USMAR SHABA2. SANI SHEHU3. OSONDU IBEZI4. IDRIS ABDULMUMUNI5. NEL-HABIDON GLOBAL SERVICE LTD6. IDAWU O. HABIBULAH | } |CLAIMANTS |
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AND

- | | | |
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| <ol style="list-style-type: none">1. SEMAN GLOBAL PROJECT LTD2. MAXWEL STEPHEN NWEZE3. PERSONS UNKKNOWN | } |DEFENDANTS |
|---|---|-----------------|

JUDGMENT

This suit was commenced via a writ of summons dated the 19th December, 2021 and filed on the 14th February, 2022. The Claimants claim against the Defendants jointly and severally the following reliefs:

1. *A Declaration that the 1st to 3rd Claimants are the respective original allottee of the plot No. 2229, 2231 and 2232 within Sabon Lugbe East Extension layout, FCT, Abuja by virtue of an offer of statutory Right of Occupancy granted to the 1st to 3rd Claimants by the Honourable Minister of the Federal Capital Territory (FCT)*

and conveyed to the 1st to 3rd Claimants vide letters dated 11/03/1998.

2. **A Declaration** that 1st to 3rd Claimants have relinquished their respective interest on the said property known as plot No. 2229, 2231 and 2232 within Sabon Lugbe East Extension layout FCT, Abuja, to the 4th Claimant who is the beneficial owner in equity of the property.
3. **A Declaration** that the 4th and 5th Claimants are joint owners of the property known as Plot No. 2229, 2231 and 2232 within Sabon Lugbe East Extension layout, FCT, Abuja by virtue of the Joint Venture Agreement the 4th and 5th Claimants entered into.
4. **A Declaration** that any subsequent purported allocation or re-allocation, sale or grant of any type of title in respect of the said plot No. 2229, 2231 and 2232 within Sabon Lugbe East Extension layout FCT, Abuja, to the Defendants or to any other person or persons is unlawful, illegal, null and void and of no effect whatsoever.
5. **A Declaration** that the act of trespass and forceful entry into the said property and the destruction of the Claimant's Concrete fence, security house, and carting away of building materials by the Defendants is an act of intimidation, unlawful, wrongful, oppressive and provocative, and amounts to self help.
6. **An Order** of court perpetually restraining the Defendants either by themselves, their servants, privies, agents or by whatever name called from trespassing or further trespassing, invading or further invading or encroaching on the rights and interest of the Claimants over plot No. 2229, 2231 and 2232 within Sabon Lugbe East Extension layout, FCT, Abuja.
7. The sum of **₦200,000,000** (two hundred million naira only) being special aggravated and general damages for trespass and destruction of Claimant's properties at Claimant's plot No. 2229,

2231 and 2232 within Sabon Lugbe East Extension layout FCT, Abuja.

The 1st and 2nd Defendants did not file their statement of defence and did not cross examine PW1 and further failed to defend the suit. The 3rd Defendant are persons unknown and they are said to be unknown as far as this suit is concerned.

At the hearing of this suit the Claimants in an effort to prove their case called one witness, the 4th Claimant - **IDRIS ABDULMUMUNI**, who testified as the PW1. The written witness statement on oath of the 4th Claimant was adopted and through him the following documents were admitted in evidence on behalf of the Claimant. They are:

1. **Two offers of terms of grant/conveyance of Approval dated the 11/3/1998 addressed to the 1st, 2nd and 3rd Claimants as Exhibit P1.**
2. **Two Technical Deed plan (TDP) as Exhibit P2.**
3. **Two Bill of Rights of Occupancy Tent and fees as Exhibit P3.**
4. **Payment Receipts issued to the 1st, 2nd and 3rd Claimants as Exhibit P4.**
5. **Power of Attorney/Sale Agreement in 4th Claimant's favour as Exhibit 5.**
6. **Joint Venture Agreement between the 4th and 5th Claimants as Exhibit P6.**

It is part of the evidence of the PW1 that the 1st, 2nd and 3rd Claimants are the original allottees of the piece and parcel of lands known as plots No. **2229, 2231 and 2232** within Sabon Lugbe East Extension layout FCT, Abuja by virtue of offer of statutory Right of Occupancy granted to the 1st to 3rd Defendants which were admitted in evidence as Exhibit P1.

He also testified that they have all been issued with Technical Deed Plan (TDP) which were equally admitted in Evidence as Exhibit **P2**. In addition, the **PW1** informed this Honourable Court that the Hon. Minister of FCT through the Department of land, planning and survey issued a document titled Right of Occupancy Rent and fees to the **1st** to **3rd** Claimants which were admitted in evidence through the **PW1**. He equally confirmed to this Honourable Court payment of all necessary fees and levies in respect of the said plots, the receipts of which were also admitted in evidence through him. According to the **PW1**, a transfer agreement was entered passing title to the **4th** Claimant and the power of Attorney and sales agreement evidencing the said transaction was also admitted in evidence through him. He confirmed to this Honourable Court that all the **1st** to **3rd** Claimants never had any problem on the said plots in issue up to the time their respective interests were relinquished to the **4th** Claimant. So, also the **4th** Claimant never had any issue since the interest on the said plots were transferred to him. The witness also told the court that for the purpose of developing the plots the **4th** Claimant entered into a Joint Venture Agreement with the **5th** Claimant, a developer, through the **6th** Claimants and the said Agreement was admitted in evidence through him. The **PW1** confirmed via his statement on oath that the right of the Claimants over the said plots has not been revoked by the appropriate authority and as such, subsisting.

The statement of the **PW1** on oath shows that the peace they have been enjoying over the said plots in question was disrupted sometimes in October, 2022 when the **2nd** and **3rd** Defendants in company of armed thugs forcefully invaded the Claimants said plots and destroyed the concrete fence and security house under construction work on the site and carted away the Claimants building materials packed in 40 fit metal container kept on the land. He further stated in his statement adopted in court that because of the fear by the Claimant of any further attack by

the Defendants they had to file this suit to avoid future occurrence. He finally stated that the Defendants have continued their act of trespass on the said land claiming ownership of same, and that this claim has adversely affected Claimant's proprietary rights on the property. The **PW1** finally urged this Honourable Court to grant all their reliefs particularly an order of perpetual injunction against the Defendants to forestall future reoccurrence of destruction of their properties on the land. There was no cross examination as neither the Defendants nor their counsel were in court. The 1st and 2nd Defendants only entered Memorandum of appearance and refused to file statement of defence and failed to defend the suit.

In spite of all the opportunities granted the Defendants they failed to take necessary steps to defend the suit against them. The Claimants counsel filed his final written address on the 19th December, 2024. It was dated the 9th day of December, 2024 and adopted on the 29th January, 2025.

Meanwhile, it is necessary to observe at this stage that after the suit had been adjourned for the adoption of final written address by the counsel which he had filed then the 1st and 2nd Defendants filed a motion on notice on the 27th January, 2025. The motion dated the 27th day of January, 2025 prays for an order granting leave to the 1st and 2nd Defendants/Applicants to re-open the Claimant's case and recall their witness on record for cross examination, and for an order granting leave to the 1st and 2nd Defendants/Applicants to re-open their case and file their defence in this case. The said motion was supported by a seven (7) paragraph affidavit deposed to by one PRAISE AKABIO, a litigation Secretary in the law firm of SHEHU DAIKWO & ASSOCIATES, the solicitors to the 1st and 2nd Defendants. This Honourable Court could understand from the content of the affidavit the fact that their counsel Momoh Ugbede Esq who was briefed to handle the suit for them made them to believe that all was well in this case. However, can it be

believed by this Hon. Court that throughout the length and breadth of the proceedings the 1st and 2nd Defendants did not attend the proceedings to know by themselves what was going on in the case. It is on record that they were foreclosed and the present motion on notice was filed after the learned counsel for the Claimants have filed his final written address. In the circumstances, the application was refused thereby maintaining an order of foreclosure already made against the Defendants in the suit. The final written address of the learned counsel for the Claimants was adopted and the case was adjourned for judgment.

In arguing his final written address the learned counsel for the Claimants, Chuka Egbo Esq formulated four issues for determination by this court, to wit:

- 1. Whether the Claimants have established their legal rights and interests over the plots 2229, 2231 and 2232 within the Sabon Lugbe East Extension layout, Abuja, by virtue of the Honourable Minister of FCT conveyance of approval of a grant of Rights to Occupancy to them and the subsequent transactions.**
- 2. Whether the actions of the Defendants including trespass and destruction of the Claimant's property on the said plots amount to an infringement of the Claimant's rights and interests over the land.**
- 3. Whether the Defendants should be restrained from further trespassing or encroaching upon the Claimant's plots.**
- 4. Whether the Claimants are entitled to general damages for the losses suffered as a result of the Defendant's actions.**

The learned counsel for the Claimants submitted that for the Claimants to prove their title to the plots in issue, that is, plots Nos. **22290, 2231** and **2232** they could do so either by way of traditional evidence,

production of document of title, acts of ownership, acts of long possession or proof of possession of connected or adjacent land. He submitted that the above-mentioned means of proof of ownership of land were laid down in the locus Classic us case of *IDUNDUN V. OKUMAGBA (1976) 9 - 10 SC pg 227* and were followed in the later cases of *UGWUNZE V. ADELEKE (2008) 2 NWLR (Pt. 1070) pg 148* and *ATANDA V. ILIASU (2013) 18 WRN pg 1* respectively.

The learned counsel submitted that the Claimants have proved their title to the said plots by production of their respective documents of title in terms of Exhibit P1 which is the offer of terms of Grant/Conveyance of approval conveying respectively to the 1st to 3rd Claimants the Minister's Rights of Occupancy over the plots. He referred to section 18 of the Federal Capital Territory Act Cap. 503 LFN 1990 and the case of *MADU V. MADU (2008) 6 NWLR (Pt. 1083)*. He further referred this Honourable Court to the case of *OLUKOYA V. ASHIRU (2006) 5 KLR (Pt. 219) 1983* where it was held to the effect that authenticity of a document which was not challenged is conclusive proof of assertion therein. According to the learned counsel for the Claimants the failure of the Defendants to file their defence or conduct any cross examination of the only witness for the Claimants clearly entitle the Honourable Court to assume that they have abandoned their defence or rather that they didn't have any defence against the suit.

He again refers to the case of *UMEZINNE V. ALL GEN. OF FEDERATION (2019) 11 NWLR (Pt. 1683) pg 359 at pg 373* in support of the fact that the failure of the Defendants to file any defence shows that they have no defence to the suit. He particularly referred this Hon. Court to the case of *CBN & ORS V. OKOJI (2015) LPELR - 24740 (SC) PER RHODES VIVOUR JSC* where it was held that:

"My lords, a litigant who fails to file a statement of defence and further fail to cross examine the adverse party, in this case, the Respondents has by his own hands shut himself out from the proceedings in which the plaintiff/respondent makes serious allegations, claims against him. The Defendant has abandoned any defence he might have and the court is expected to accept the plaintiff's unchallenged evidence to establish the facts the plaintiff seeks to establish".

He therefore urged this Honourable Court to hold as in the above cited case that the Claimants title to the plots in issue has not been challenged by the Defendants in any way and they should be entitled to the protection of the law. He equally urged this Honourable Court to hold that Exhibit **P1** admitted in evidence by this Honourable Court stands as a valid root of title on the basis of which the title of the plots in issue, can be awarded to the Claimants. The learned counsel in urging this Hon. Court to consider Exhibit **P1** as duly signed by a person authorised by the Minister of FCT referred to a number of judicial authorities which include an unreported case of *MINANUEL INVESTMENT LTD. V. THE FEDERAL CAPITAL TERRITORY & 2 ORS* delivered on the 11th November 2013 in suit NO.FCT/HC/CV/714/12 where Honourable Justice D. Z. Senchi held thus:

"The facts and evidence in this case is that the plaintiff is a holder of statutory Right of Occupancy in plots ED1425, ED1427, ED1428, ED1429 and ED1430. On the face of exhibits 2, 3, 4 and 5, it is titled "OFFER OF TERMS OF GRANT/CONVEYANCE OF APPROVAL". The first paragraph and sentence on each of the Exhibits read thus: " I am directed to refer to your application for statutory Right of Occupancy with the Federal Capital Territory dated the December, 1997 and to convey the Honourable Minister's

approval of a grant of Rights of Occupancy in respect of.....the documents i.e exhibits speaks for themselves and it is the law that oral evidence would not be allowed to vary, add or subtract the contents of a document".

The learned counsel also urged this Honourable Court to give evidential value to exhibit P5 which is a Power of Attorney and Sales Agreement for the purpose of demonstrating transactions in lieu of plots that transpired between the 1st to 3rd Claimants and 4th Claimants. He referred to the cases of **AGWUNEDU & ORS V. ONWUMERE (1994) LPELR - 259 (SC)** and **JIBIYAL V. GOWON & ANOR (2017) LPELR - 43305 (CA)** to the effect that material evidencing sale of piece of land is admissible as a document conferring interest in land despite its non-compliance with the Land Instrument Registration Law.

In the same vein, the learned counsel for the Claimants submitted that Exhibit P6 which is a Joint Venture Agreement between the 4th and 5th Claimant represented by the 6th Claimant resulting into a Joint Ownership of the plots between the 4th and 5th Claimants equally strengthens the Claimants claim to ownership of the plots in issue. He therefore referred to the case of **OKOYE V. DUMEZ NIG. LTD. (1986) 1 NWLR (PT. 785)** where the Supreme Court recognised that a party who occupies and develops a property under a colour of right acquire equitable interest, which the courts are willing to protect, particularly in instances where the Claimant's intention to treat the land as their own is evidenced through documented development activities.

The learned counsel further submitted that it is trite law that acts of possession and enjoyment of land may be evidence of ownership of land if they established positive acts of possession that extend over an appreciable period of time. He submitted that a proof of possession amounts to title against the world where no one has proved a better title.

He then referred to the case of *SALAMI V. LAWAL (2008) NSCQLR 36 pt. 11 pg 1048 - 1049* where the Supreme Court held thus:

"The prominent place given to possession in IDUNDUN V. OKUMAGBA (supra) (two of the five ways or factors) justifies in some way the maxim of the 17th century that possessing is nine tenths of the law, possession of property or parcel of land means the occupation or physical control of the property or parcel of land either personally or through an agent or servant of the Claimant".

According to the learned counsel for the Claimants the Defendants acts of trespass and destruction of the Claimant's property on the said plots as specifically shown in paragraph 12 of the statement of claim of the Claimants amount to an infringement of their rights and interests over the land and poses a challenge to the Claimants possession of the plots. He then concluded that since the Claimants possessory right is being challenged by the trespassing act of the Defendants, he urged this Honourable Court to award damages against the Defendants to be followed by an ancillary order of injunction to stop perpetuation of the damaged complained about and to prevent multiplicity of actions. On this note, he referred to the cases of **CHUKWUMA V. IFELOYE (2008) LPELR - 862 (SC)** and **UFOMBA & ANOR V. AHUCHAOGU & ORS (2003) LPELR - 3312 (SC)** to buttress the fact that the Claimants having proved acts of trespass on the part of the Defendants are entitled to award of damages and other ancillary orders against the Defendants.

The learned counsel for the Claimants finally prayed this Honourable Court to grant the Claimant's claim in terms of the reliefs contained in the writ of summons and statement of claim since they have proved their title to the parcel of land described as plots Nos. **22290, 2231 and 2232**

within the Sabon Lugbe East Extension layout, Federal Capital Territory, Abuja by cogent evidence of production of title documents.

As earlier observed by this Hon. Court, the Defendants despite having been duly served with the processes of this Honourable Court by way of substituted means only responded by entering an appearance only and nothing more. They refused to file their defence and infact neglected or failed to participate in the entire proceedings until after the learned counsel for the Claimants had filed his final written address, that is, after they were foreclosed for a long time by the order of this Honourable Court. Their application to re-open their case being belated was refused, hence the present judgment.

The position of the law is very clear that the plaintiff must not rely on the weakness of the case of the Defendant but must prove its own case on the basis of the available evidence on it's part.

The Claimants through their only witness, the **PW1** in an attempt to prove their title to the plots Nos. **22290**, **2231** and **2232** tendered in evidence Exhibit **P1** to **P6** respectively. The PW1 confirmed that title documents of the Claimant through the two offers of terms of Grant/Conveyance of approval dated the 11/03/1998 addressed to the **1st**, **2nd** and **3rd** Claimants, and other relevant documents relating to the above-mentioned plots relate to each of the respective Claimants including the **5th** Claimant whose equitable interest arose out of a Joint Venture Agreement between the **4th** and **5th** Claimants.

In his final written address, the learned counsel referred to the case of **IDUNDUN V. OKUMAGBA** (supra) where various ways of proving title to land were enumerated. These include, tradinal evidence, production of document of title, proof of acts of ownership, proof of acts of long possession and proof of possession of connected or adjacent land respectively.

It is clear from the evidence of the PW1 that the Claimants were able to prove their title to the said plots by way of production of title documents, acts of ownership and acts of long possession respectively. The title documents show that the Claimants title document dated back to 11/03/1998, and that they have since been in an undisturbed possession/occupation of same, thereby proving acts of long possession on the said plots. The evidence of the PW1 along with the title documents dated the 11/03/1998 proves the fact that between 1998 to 2022 the Claimants were in peaceful possession of their plots until the Defendants act of trespassory occurred in October, 2022.

The basic question at this stage is as to the position of the law in a situation where a Defendant fails to file a defence or participate in the proceedings till the end. The Supreme Court in the case of **CBN & ORS V. OKOJI (2015) LPELR - 24740 (SC) PER RHODES VIVOUR JSC** said:

"A litigant who fails to file a statement of defence and further fail to cross - examine the adverse party in this case the Respondent, has by his own hands shut himself out from the proceedings in which the plaintiff/respondent makes serious allegations, claims against him. The Defendant has abandoned any defence he might have and the court is expected to accept the plaintiffs unchallenged evidence to establish the facts the plaintiff seeks to establish".

The duty of the plaintiff in this case is simply to prove his own case as required by section 131(1) of the Evidence Act, 2011 (as amended) which provides that:

"Whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts must prove that those facts exist".

It is equally on record that the PW1 was never cross examined by the Defendants. The legal implication of such a situation has been explained in the case of **OFORLETE V. STATE (2000) 12 NWLR (pt. 681) pg 415 at pg 486 para B - C** Per ACHIKE JSC when he said:

"Where a witness is unchallenged under cross examination, the court is not only entitled to act on or accept such evidence, but it is in fact bound to do so provided that such evidence by its very nature is not incredible. Thus, where the adversary fails to cross examine a witness upon a particular matter, the implication is that he accepts the truth of that matter as led in evidence".

I also refer to the case of **GAJI V. PAYE (2003) 8 NWLR (pt. 823) pg 583 at pg 605, Para A - C** Per EDOZIE JSC.

In the same vein, there is no statement of defence to the suit in which the writ of summons, statement of claim and the witness statement on oath were filed accordingly. The position of the law in this type of situation has also been stated in the case of **GE INTERNATIONAL OPERATIONS(NIG) LTD V. Q OIL AND GAS SERVICES LTD (2016) 10 NWLR (pt. 1520) pg 304 at pg 330 - 331 Para D - E** Per NGWUTA JSC where it was held that:

"The law is that in an action for declaration of a right, the plaintiff must satisfy the court by credible evidence that he is entitled to the rights he claims and cannot be granted on admission by the Defendant. Where the Rules provide for the filing of witness statement, the requirement that a plaintiff must by credible evidence satisfy the court that he is entitled to the declaratory relief he claims, is satisfied by the witness statement made on oath. Where the Defendant filed no defence, the plaintiff may apply for judgment".

Furthermore, in the case of **OKOEBOR V. POLICE COUNCIL (2003) 12 NWLR (pt. 834) pg 444 at pg 473 Para A - B**. Per TOBI JSC it was held that:

"Where a Defendant fails to file a defence, he will be deemed to have admitted the claim or relief in the statement of claim".

Let me at this juncture observe that the fact that the Defendants did not file any defence or cross examine the Claimants witness does not automatically means that the court must grant the reliefs sought by the Claimant. The position of the law is that the Claimant cannot depend on the failure of the Defendant to proffer evidence or the weakness of the defence to win his case,

Thus, in the case of **ALADESIUN V. FAFAHUNSI & ORS (2013) LPELR - 21852 (CA)** it was held that:

"It is settled and beyond dispute that invariably in most cases, the onus of proof in civil cases, lies on the plaintiff who has to satisfy the court that he is entitled on the evidence adduced by him to the claim he asserts. He must also rely on the strength of his own case and not on the weakness of the defence if any".

In the same cited case above, it was held that:

"The law is settled that the duty belongs to the plaintiff to prove his case in tandem with his pleadings. Invariably it is not the concern of the Defendant to disprove the plaintiffs case. Thus, where a plaintiff fails to prove his case, it is just too bad, as the case deserves nothing but a dismissal".

In the instant case, where the Defendants fails to file defence or participate in the proceedings the requirement of the law on the burden

on the plaintiff/Claimant is stricter. Thus, in the case of **ADEDEJI V. KOLADE & ANOR (2012) LPELR - 14171 (CA)** it was held that:

"The law is trite that the Defendant is not obliged to call evidence at all because a declaration cannot be granted without the plaintiff calling evidence even where the Defendant fails so to do".

It was further held in the above cited case of **ADEDEJI V. KOLADE & ANOR** (supra) that:

"The law is also trite that in line with the provisions of section 133(2) Evidence Act 2011, which is to the effect that: "if the party referred to in subsection 1 of the section adduces evidence which ought reasonably to satisfy the court that the fact sought to be proved is established, the burden lies on the party against who judgment would be given if no more evidence were adduced and so on successfully until all the issues in the pleadings have been dealt with".

Unfortunately, only the evidence of the Claimant is available for consideration and evaluation by this Honourable Court. The Defendants failed and neglected to file their defence or even participate in the proceedings notwithstanding all the opportunity they were granted.

This Honourable Court is of the humble view that the Defendant failed to discharge the burden placed on them by the law to counter the available evidence of the Claimant. The Defendants failed to discharge their burden and cannot therefore expect the judgment of this court to be in their favour. It is obvious from the available evidence adduced by the Claimants and which were never controverted in any way by the Defendants that this Court has no option but to believe the case of the Claimants. The evidence of the **PW1** and the various exhibits tendered

through him, that is Exhibits **P1** to **P6** were never challenged by the Defendants. The exhibits which were tendered were in their original form and were relevant and admissible before this Honourable Court. They must be believed and acted upon by this Hon. Court as the true position of the case of the Claimant.

I am therefore convinced with the case of the Claimant and hold the view that judgment ought to be entered in their favour and is accordingly entered in the Claimants' favour. Consequently, this Honourable Court hereby make the following orders:

1. ***A Declaration** that the 1st to 3rd Claimants are the respective original allottee of the plot No. 2229, 2231 and 2232 within Sabon Lugbe East Extension layout, FCT, Abuja by virtue of an offer of statutory Right of Occupancy granted to the 1st to 3rd Claimants by the Honourable Minister of the Federal Capital Territory (FCT) and conveyed to the 1st to 3rd Claimants vide letters dated 11/03/98.*
2. ***A Declaration** that 1st to 3rd Claimants have relinquished their respective interest on the said property known as plot No. 2229, 2231 and 2232 within Sabon Lugbe East Extension layout FCT, Abuja, to the 4th Claimant who is the beneficial owner in equity of the property.*
3. ***A Declaration** that the 4th and 5th Claimants are joint owners of the property known as Plot No. 2229, 2231 and 2232 within Sabon Lugbe East Extension layout, FCT, Abuja by virtue of the Joint Venture Agreement the 4th and 5th Claimants entered into.*
4. ***A Declaration** that any subsequent purported allocation or re-allocation, sale or grant of any type of title in respect of the said plot No. 2229, 2231 and 2232 within Sabon Lugbe East Extension layout FCT, Abuja, to the Defendants or to any other person or*

persons is unlawful, illegal, null and void and of no effect whatsoever.

5. **A Declaration** that the act of trespass and forceful entry into the said property and the destruction of the Claimant's Concrete fence, security house, and carting away of building materials by the Defendants is an act of intimidation, unlawful, wrongful, oppressive and provocative, and amounts to self-help.
6. **An Order** of court perpetually restraining the Defendants either by themselves, their servants, privies, agents or by whatever name called from trespassing or further trespassing, invading or further invading or encroaching on the rights and interest of the Claimants over plot No. **2229, 2231 and 2232** within Sabon Lugbe East Extension layout, FCT, Abuja.
7. The sum of **₦20,000,000** (Twenty Million Naira Only) being special aggravated and general damages for trespass and destruction of Claimant's properties at Claimant's plot No. **2229, 2231 and 2232** within Sabon Lugbe East Extension layout FCT, Abuja.

SIGNED:
HON. JUDGE
30/04/2025.

APPEARANCE:

Chuka Egbo, Esq, for the Claimants

Defendants absent and not represented