

**IN THE HIGH COURT OF THE 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/3441/2022
DELIVERED: ON THE 09/12/2025**

BETWEEN:

BAMANGA RAJI ABUBAKAR ESQ.....CLAIMANT
(Carrying on Law Practice under the Name and Style of RAJEES AND ASSOCIATE)

AND

1. MAAB FOOD AND AGRO ALLIED LTD }**DEFENDANTS**
2. MR. ANTHONY S. YARO }

JUDGMENT

The Claimant a legal practitioner alleged that sometime in 2021, the 1st Defendant through her Managing Director and Chief Executive Alhassan Yahaya engaged his services as a legal practitioner for the sale of the property known as Plot No. **573** Cadastral Zone **B06**, Mabushi District Abuja to a purchaser called Ovaioza Skills Acquisition Center.

That premised on this brief aforesaid, he rendered professional services to holding meetings, review of terms, vetting and amendment of Ovaioza Skills acquisition Centre (Purchaser) documents, professional advice from inception of the sale transaction to completion leading to the outright sale of Plot No. **573** Cadastral Zone **B06**, Mabushi District, Abuja to the said purchaser for the sum of Two Hundred and Fifty Five Million Naira (**₦ 255,000,000**) only.

The Claimant alleged that his professional fees was verbally agreed to be 5% of the sale price and during the cause of his brief, he met with the 2nd Defendant through Alhassan Yahaya who introduced the 2nd Defendant as the person behind the sale of the property.

That the Defendants are not willing to fulfill and effectively pay the outstanding balance sum of Eleven Million, Nine Hundred and Fifty Thousand Naira (**₦11,950,000.00**) only, for his professional services for which they have taken full benefit of.

The Claimant took out the Writ of Summon and Statement of claim against the Defendants and claim the following reliefs:

- (1) *The Claimant claims against the Defendants severally and or jointly the balance sum of **₦11,950,000.00** (Eleven Million, Nine Hundred and Fifty Thousand Naira) only, out of the sum of **₦12,750,000.00** (Twelve Million, Seven Hundred and Fifty Thousand Naira) only being 5% of the Claimants professional fees for services rendered to the 1st Defendant for the sale of Plot 573, Cadastral Zone B06, Mabushi District, Abuja which was sold in the sum of Two Hundred and Fifty Five Million Naira (**₦255,000,000.00**).*
- (2) *10% interest of the Judgment sum till it is finally liquidated.*
- (3) *Cost of prosecuting this suit.*

It will be noted that this writ was initially filed under the undefended list procedure, but upon the filing of Notice of Intention to defend, the suit was transferred to the general cause list on the 16/02/2023.

Parties filed and exchanged pleadings, as directed, and at the close of pleadings, the suit was set down for hearing. The Claimant testified on the 5th day of May, 2025.

The case of the Claimant as introduced in the preceding part of this Judgment is that the Claimant, a legal practitioner rendered professional services to the Defendants for the purchase of property known as Plot No. **573** Cadastral Zone B06 Mabushi District, Abuja for the price of Two Hundred and Fifty-five Million Naira (**₦255,000,000.00**). The Claimant fees was verbally agreed upon to be **5%** of the purchase, price, which came down to **₦12,750,000.00**. (*Twelve Million, Seven Hundred and Fifty Thousand Naira*)

That after the completion of the transaction the Defendants through DW1 Alhassan Yahaya paid the Claimant the sum of Eight Hundred Thousand Naira (**₦800,000.00**) only, and claimed that, that was what was verbally agreed upon between them as full and final payment.

That there were however communications between the Claimant and **DW1** via text messages on WhatsApp on the demand by the Claimant for the balance of his fees and **DW1** responded by asking the Claimant to send his bill to Maab as he would not want the 2nd Defendant to know of what was transpiring between them.

That the Claimant consequent upon the **DW1** request to send his bill to the 1st Defendant and same was served on them.

The Claimant tendered the following documents in evidence.

- (1) **Certificate of Registration of business name**
- (2) **Copies of title document**
- (3) **Letter by 1st Defendant**
- (4) **Downloaded WhatsApp messages**
- (5) **Letter of demand**
- (6) **1st Defendant letter**
- (7) **Claimant's reply letter**

- (8) Letter of demand for fees served on the 2nd Defendant**
- (9) Pictures of property bought**
- (10) Letter of authorization**
- (11) Letter dated 27/5/2021**
- (12) Sale Agreement**
- (13) Copy of voter's card**
- (14) Copy of official letter headed of Claimant**
- (15) Data page of Bamanga's International Passport.**

All these documents were admitted in evidence as P1 to P15 respectively.

The sole witness of the Claimant was cross-examined and discharged to pave way for defence. The Defendant called a sole witness on the 06/05/2025.

It is the case of the Defendant that sometime in December, 2020, the agent of the 2nd Defendant received an offer for the sale of a property from a property agent located at plot No. **573**, Zone **B06**, Cadastral Zone, Mabushi District, Abuja from Mr. & Mrs. Kanayo Oko and the 1st Defendant was informed.

That the 1st Defendant arranged a meeting with the vendors, the 1st Defendant called the Claimant who informed him that he was in Kano, in which he booked a train ticket for him from Kano to Abuja.

It is the Defendants contention that the Claimant is the Company Secretary of the 1st Defendant and his schedule of duties include drafting of correspondences and legal documents on behalf of the 1st Defendant and that the Claimant as Company Secretary is not on fixed remuneration but he is paid based on the tasks he performs.

The Defendants aver that the Claimant's instruction was to draft all necessary documents incidental to the transaction and register same and his fees was agreed at the sum of Eight Hundred Thousand Naira (**₦800,000.00**) only. And that the Claimant conducted the legal search and drafted a deed of Assignment, sale Agreement and a power of Attorney between Mr. and Mrs. Kanayo Oko and the 1st Defendant but failed to register it.

That the Claimant was duly paid for the job done through interbank transfer. And that the WhatsApp messages alleged by the Claimant are for different transaction which the Claimant sued the Defendants in suit No. **CV/3443/2022** before High Court of FCT which he was since paid.

That the Defendants were surprised receiving a letter from the Claimant requesting for a balance. And that the said letter was duly replied to.

The Defendants tendered the following document in evidence to wit;

- (1) Claimant's letter dated 14/07/2022**
- (2) 1st Defendant's letter dated the 19/07/2022**
- (3) Claimant letter dated 26/07/2022**
- (4) 1st Defendant letter dated 29/07/2022**
- (5) Sale agreement dated 26/01/2021**

All these were admitted in evidence as Exhibit D1 to D5 respectively.

DW1 was cross examined and subsequently discharged. Parties closed their respective cases to pave way for filing and adoption of final written addresses.

The Defendant in its final written address formulated three issues for determination, to wit:

- (1) Whether there is any link between the Claimant and the 2nd Defendant contractually or professionally to warrant the filing of this suit against him as a Defendant.**
- (2) Whether the Claimant is entitled to 5% of the transaction sum being a Company Secretary of the 1st Defendant.**
- (3) Whether the Claimant is entitled to the fees charged having not served a bill of charges.**

Learned Counsel argued the above issues succinctly citing relevant cases in urging the Court to dismiss the suit.

On the part of the Claimant, the issues formulated by the Defendants were adopted by the Claimant in urging the Court to grant all the relief sought in this action.

I have gone through the case of the Claimant as aptly testified by the Claimant himself and all the documents tendered and admitted in evidence on the one hand, I have equally gone through the case of the Defendant as testified by the Managing Director of the 1st Defendant (Alhassan Yahaya) and the documents tendered on the other part. I have read through the written address of both Counsel before the Court, I shall make reference to same at the cause of this Judgment.

It is elementary law that where parties have entered into a contract or an agreement, they are bound by the provisions of the contract or agreements. This is so because party cannot ordinarily resile from a contract or agreement just because he later found the condition to be not favourable to him. This is the whole essence of the doctrine of sanctity of contract or agreement.

The Court is bound by the terms of the contract or agreement and the terms only in the event of an action arising there from. See **ARJA VS. A.M.S LTD (2003) 7 NWLR (PT. 820) 572.**

It is instructive to state here that contract is a legally binding agreement between two or more persons by which rights are agreed by the parties in return for acts or forbearance on the part of the other. It is a bilateral affair which requires the ad-idem of the parties. See **ASHAKA VS. NWACHUKWU (2013) LPELR 20272 (CA).**

Indeed, just as a labourer is worthy of his wages, a legal practitioner is entitled to his fees for professional services rendered and unless the fees were secured by fraud, duress or an illegality played on a client, any amount agreed upon between the parties is sacrosanct.

The law is trite that, pursuant to section 16(1) of the Legal Practitioners Act, Cap 207, Laws of the Federation 1990, a legal practitioner who satisfied the Trinitarian preconditions, could commence an action to recover his fees upon a bill of charges, first he must prepare a bill of charges or a bill for the charges which would duly particularize the principal items of his claim, secondly, he must serve the client with the bill, and thirdly he must allow a period of one month to elapse from the date the bill was served. See **REBOLD INDUSTRIES LTD VS. MAGREOLA (2015) 8 NWLR (PT. 1461) Page 210 at 239 paragraph E – G.**

In line with the above, the Claimant served the Defendant Demand Letter for payment of outstanding professional fees dated the 14/07/2022 (**Exhibit P8**). Similarly, the Claimant on the same 14/07/2022 served the following documents alongside the letter of demand. (1) Bill of Professional charge/fees (2) Invoice and (3) a letter submitting his account details for payment.

On receipt of the above documents, the Defendants replied on the 19/07/2022. The Defendant in their response, (**Exhibit D1**) stated in paragraph 1, 2 and 3 as thus:

Paragraph 1

“To conduct a search Report, draft a Power of Attorney, Sale Agreement and a Deed of Assignment on the property with Plot No. 573 Cadastral Zone B06, Mabushi District Abuja, in which the fees for the search Report was financed by the Company, the full professional fees was paid to your personal Bank account in the sum of Eight Hundred Thousand Naira (₦800,000.00) only as agreed verbally without any documentary agreement, which you appreciated.”

Paragraph 2

“To witness the transaction sale of the property with Plot No. 573 Cadastral Zone, Mabushi District Abuja and advice where necessary, in which you were paid the sum of One Million Naira (₦1,000,000) only as the agreed professional fees into your personal bank account, which you appreciated” and

Paragraph 3

“To conduct a search Report, draft a Power of Attorney, Sale Agreement and a Deed of Assignment on the property with Plot No. 896 Cadastral Zone B06, Mabushi District Abuja, the agreed professional fees was One Million, Five Hundred Thousand Naira (₦1,500,000) only on which the sum of One Million (₦1,000,000) was paid into your personal bank account and the remaining Five Hundred Thousand (₦500,000) was paid into a designated account assigned by you.”

The above letter was denied by the Claimant through **Exhibit P10**, wherein the Claimant stated that the above letter by the Defendants covered three different briefs which were agreed upon separately and that the Defendants have already agreed via WhatsApp message that he would forward the message to the 2nd Defendant.

I shall therefore, beam my judicial search light on the documents to ascertain whether, the Claimant is entitled to the reliefs sought in his statement of claim.

As stated in the preceding part of this Judgment, where parties have entered into contract or an agreement voluntarily and there is nothing to show same was obtained by fraud, mistake, deception or misrepresentation, they are bound by the provision or terms of the contract or agreement. More over a Court of law must respect the sanctity of agreement reached by parties, where they are in consensus ad-idem as regards the terms and conditions freely and voluntarily in written form. See **ATTIOGBEY VS. UBA PLC & ORS. (2013) LPELR 20326 (CA)**.

From the ensuing evidence before the Court the parties are in agreement that, the contract between them was done orally.

It is true that in law a contract may not at all times be in writing. Thus, a contract may be either in writing or oral or even by inference from the conducts of the parties. Therefore, a contract need not be in writing before it could have terms and be capable of being breached by a party and the resultant damages for breach of contract to follow. See **BANI MBAKA INVESTMENT LTD & ANOR MIKAP (NIG) LTD (2023) LPELR 59612 (CA)**.

The Defendants contended that there is no piece of evidence at trial, whether directly or otherwise to be presumed or inferred that there is a contractual link between the Claimant and the 2nd Defendant in this suit.

On the part of the Claimant, he stated that the 1st Defendant admitted that the 2nd Defendant is a business partner and financier of this particular transaction.

It is trite law that a party who is not a party to a contract cannot enjoy, or benefit or suffer the burden of the contract. This is so because rights under a contract can only be enforced by and against the actual parties to the contract and a non-party to a contract cannot sue or be sued on the contract. The mere fact that the party is a beneficiary of the contract cannot make him liable. The doctrine of privity of contract is fundamental to the enforcement obligations between the parties to the contract. See **MR. PETMICO (NIG) LTD & ORS. VS. MIDEN SYSTEM LTD (2015) LPELR 25844 (CA)**.

From the evidence before the Court, it is obvious that the alleged contract is between the Claimant and the 1st Defendant only and not the 2nd Defendant. Consequently, the name of the 2nd Defendant is hereby struck out from this suit for not being a party to the contract.

This brings me to the 2nd issue raised by the parties before me, **whether the Claimant is entitled to 5% of the transaction sum as being the Company Secretary of the 1st Defendant.**

The Defendant stated that the Claimant is a Company Secretary of the 1st Defendant and his schedule of duties includes, but not limited to drafting of correspondences and legal documents on behalf of the 1st Defendant. The Defendant further stated that the Claimant as a Company Secretary is not on a fixed remuneration, but he is paid based on tasks he performs

and that they had several agreements with the Claimant and he was never paid **5%**. That **Exhibit P5** WhatsApp communication, was made for a transaction conducted in 2021.

The Claimant denied the allegation that he is the Company Secretary of the 1st Defendant and that the incorporation documents bearing his name was seen for the first time in Court.

It is trite law that he who asserts or alleges must show proof of his averment or assertion. See **USMAN VS. YUSUF (2018) ALL FWLR (PT. 950 pg. 1714)**.

The burden of proof as to whether or not the Claimant was the Company Secretary of the 1st Defendant was on the Defendant. the Defendant has indeed failed to establish same and therefore this arm of argument is resolved in favour of the Claimant.

I shall now beam my search light on the evidence presented before the Court to ascertain whether the Claimant is entitled to the fees charged having not served a bill of charge. The Claimant's claims before the Court the balance of his professional fees for legal services he had rendered to the Defendant for the purchase of plot No. **573** Cadastral Zone **B06** Mabushi District Abuja, over which there was verbal agreement to pay him **5%** of the purchase price as his fees. The purchase price of the property is Two Hundred and Fifty-five Million Naira (**₦255,000,000.00**) and **5%** thereof is **₦12,750,000.00** which he was only paid Eight Hundred Thousand Naira. Leaving a balance of **₦11,950,000**.

The allegation the Defendant denied and stated that, there was no specific amount agreed by the Claimant and Defendant as the Claimant

worked for the Defendant based on personal acquaintance, and that he was duly paid for the work done.

This brings me to the question, what is the amount agreed as the professional fees for the work carried out and whether it was fully paid, partly paid or not paid at all?

It is common ground between the parties that there has been a working professional relationship between them whereas fees for his work are verbally agreed upon.

The Claimant contended that 5% of the purchase price was agreed as his fees, whereas the Defendant denied this allegation that, the transaction was in three stages and the sum of **₦800,000.00**, **₦1,000,000.00** and **₦1,500,000** was duly paid to the Claimant for the transaction.

The Claimant in proof of its case tendered **Exhibits P4**, which is WhatsApp exchanged between **PW1** and **DW1** over the balance of fees which were unpaid and trade between the months of March and April, 2022. Page 6 of **Exhibit P4** read” *we will forward a letter from Maab on Monday demanding your bills on 1, search report, 2 preparation of sales documents, 3 filling of documents, 4 vetting of sales, documents and agreement and any other which I don’t tell lies or fabricate issues be it anything.*” The Defendant stated that the WhatsApp **Exhibit P4** above, was for transaction conducted in 2021.

It is not in doubt that both the Claimant and the Respondent agreed that the transaction between them was orally done. Again, both parties are in ad-idem that they had several transactions between them. A look at the said **Exhibit P4**, it is obvious that there was no specific mention of transaction for the sale of Plot **573** Cadastral Zone **B06**, Mabushi District, Abuja. Similarly, it was not disclosed in **Exhibit P4** that, the

agreed percentage of the sale of Plot **573** Cadastral Zone **B06**, Mabushi District Abuja was agreed for **5%**.

The law is trite, in civil cases, the burden of proving what has been asserted is on the party making the assertion. Section 131 to 134 of the Evidence Act, 2011 provides as follows:

131 (1) whoever desires any Court to give Judgment as to any legal right or liability dependent on the existence of facts which he asserts, shall prove that those factors exist

(2) when a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person.

It is after the Plaintiff would have proved its assertion, that the burden shifts, and then it becomes incumbent on the Defendant to prove its own case or rebut the case of the Plaintiff. See **BUSHARA PETROLEUM (NIG) LTD VS. OGBU (2016) LPELR 45462 (CA)**.

DW1 stated during cross-examination that the parties did not agree that he will pay the Claimant **5%**, that they had several agreements with the Claimant and he was never paid **5%**. This assertion of the Defendant therefore, must be taken as true position of the situation of things.

As stated in the preceding part of this Judgment, A legal practitioner is entitled to recover his professional fees by virtue of section 16 of the legal Practitioner Act. A legal practitioner can commence an action to recover his fees upon a bill of charges after he has complied with the following preconditions:

- (a) He must prepare a bill of charges or a bill for charges which should duly particularized the principal items of his claim.
- (b) He must serve his client with the bill and

(c) He must allow a period of one month to elapse from the date the bill was served.

See **A. O. S. PRACTICE VS. ACCESS BANK PLC (2022) ALL FWLR PT. 1135 Page 454 at 489.**

I have seen **Exhibit D1**, in evidence, the bill does not comply with the bill of charges as it does not particularize all the work done by a legal practitioner. I have also seen invoice tendered, the said document is contrary to the case of the Claimant as same is in sharp contrast with the claim of **5%** of the purchase price.

Moreso, that the Defendant denied that they were not served with the said invoice.

From the available evidence, it is my Judgment that the Claimant case has failed woefully to meet the evidential burden of proof placed on it by law.

Consequently, suit No. **CV/3441/2022** lacking in merit is hereby dismissed.

**SIGNED:
HON.JUDGE
10/12/2025**

APPEARANCE:

Innocent Daagba, Esq, for the Claimant

Bukky N. Ibrahim, Esq, for the Defendants