

**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/585/2023

DELIVERED: ON THE 25/11/2025

BETWEEN:

COMPUWORLD LIMITED.....CLAIMANT

AND

1. CHIEF ENGR. A.O. SUCCESS

2. PRACO INTERNATIONAL LIMITED

3. THE HON. MINISTER, FEDERAL CAPITAL TERRITORY

}DEFENDANTS

JUDGMENT

The Claimant, a limited liability company incorporated under the companies and Allied matters Act, Laws of the Federation of Nigeria, alleged that the 1st Defendant who was trading under the name and style of Praco International Company Nigeria since 1991 and the original holder of the following plots of land:

1. Plot 54 located at Kukwaba B0
2. Plot 46 located at Kukwaba B0
3. Plot 53 located at Kukwaba B0
4. Plot 3198 located at Maitama A6
5. Plot 5044 located at Maitama A6
6. Plot 4577 located at Maitama A6
7. Plot 1044 located at Maitama A6
8. Plot 5033 located at Maitama A6

9. Plot 413 located at Guzape A9
10. Plot 456 located at Guzape A9
11. Plot 458 located at Guzape A9
12. Plot 454 located at Guzape A9
13. Plot 455 located at Guzape A9
14. Plot 1846 located at Guzape A9
15. Plot 3993 located at Guzape A9
16. Plot 2 located at Kugbo E17
17. Plot 1 located at Kpaduma E16
18. Plot 2 located a Kpaduma E16
19. Plot 2444 located at Gwarimpa IC2
20. Plot 1069 Central Area A0
21. Plot 21 Central Area A0
22. Plot 544 Central Area A0
23. Plot 93 Lokogoma C9
24. Plot 943 Mabushi B6
25. Plot 16634 Dawaki F18
26. Plot 1083 Asokoro A4
27. Plot 821 Asokoro A4
28. Plot 822 Asokoro A4
29. Plot 3037 Asokoro A4

Sold the above properties/plots of land to the Claimant and title documents and the Powers of Attorney/Deeds of Assignment between the Claimant and the 1st Defendant,executed on the plots,were handed over to the Claimant.

That by a letter dated 9th April, 2002, the 1st Defendant requested the original title documents in form of Rights of Occupancy issued by the 3rd Defendant in respect of the above listed 29 Plots of land situate within the Federal Capital Territory for the purpose of verification and

clarification by the Federal Capital Territory Administration Committee on Land Records and Allocation. That the Claimant yielded possession of the Title Deeds to the 1st Defendant, who undertook to return same to the Claimant after the verification.

That the Claimant later discovered that indeed the 1st Defendant delivered the Title Deeds to the 3rd Defendant who verified same but failed to return them to the 1st Defendant until the FCT High Court judgment in Suit No. FCT/HC/M/2318/2022. The Documents have since been returned to the 1st Defendant but the 1st Defendant has refused to release the Documents to the Claimant.

The Claimant consequently commenced this action against the 1st and 2nd Defendants vide a writ of summons and other accompanying processes dated and filed on 13th December, 2023, and sought for the following reliefs:

1. *An Order of Declaration that having sold the subject Plot 54 Kukwaba BO; Plot 49 Kukwaba BO; Plot 53 Kukwaba BO; Plot 3198 Maitama A6; Plot 5044 Maitama A6; Plot 4577 Maitama A6; Plot 1044 Maitama A6; Plot 5033 Maitama A6; Plot 413 Guzape A9; Plot 456 Guzape A9; Plot 458 Guzape A9; Plot 454 Guzape A9; Plot 455 Guzape A9; Plot 1846 Guzape A9; Plot 3993 Guzape A9; Plot 2 Kugbo E17; Plot 1 Kpaduma E16; Plot 2 Kpaduma E16; Plot 2444 Gwarimpa 1C2; Plot 1069 Central Area A0; Plot 21 Central Area A0; Plot 544 Central Area A0; Plot 93 Lokogoma C9; Plot 943 Mabuchi B6; Plot 1663A Dawaki F18; Plot 1083 Asokoro A4; Plot 821 Asokoro A4; Plot 822 Asokoro A4; Plot 3037 Asokoro A4 to the Claimant and also executed Irrevocable Power of Attorney in favour of the Claimant in respect of same plots of land, it is the Claimant and not the 2nd or 1st Defendant that is entitled to the statutory Right of Occupancy over each and every of the newly re-designed subject Plot 54 Kukwaba BO (New Plot 582); Plot 49 Kukwaba BO (523, 524, 525, 526, 527); Plot 53 Kukwaba BO (New Plot 542); Plot 3198 Maitama A6 (Still 3198); Plot 5044 Maitama A6 (Still 5044); Plot 4577 Maitama A6 (Still 4577); Plot 1044 Maitama A6 (Still 1044); Plot 5033 Maitama A6 (Still 5033); Plot 413 Guzape A9 (Still 413);*

Plot 456 Guzape A9 (Still 456); Plot 458 Guzape A9 (Still 458); Plot 454 Guzape A9 (Still 454); Plot 455 Guzape A9 (Still 455); Plot 1846 Guzape A9 (Still 1846); Plot 3993 Guzape A9 (Still 3993); Plot 2 Kugbo E17 (New Plot 5 (580/581); Plot 1 Kpaduma E16 (Still Plot 1); Plot 2 Kpaduma E16 (Still plot 2); Plot 2444 Gwarimpa 1C2 (Still 2444); Plot 1069 Central Area AO (Still 1069); Plot 21 Central Area AO (Still 21); Plot 544 Central Area AO (Still 544); Plot 93 Lokogoma C9 (New plot 24); Plot 943 Mabuchi B6 (Still 943); Plot 1663A Dawaki F18 (Still 1663A); Plot 1083 Asokoro A4 (Still 1083); Plot 821 Asokoro A4 (Still 821); Plot 822 Asokoro A4 (Still 822); and Plot 3037 Asokoro A4 (Still 3037).

2. *A Mandatory Order of Delivery-up and Assignment to the Claimant, by the 1st and 2nd Defendants or their Attorneys or Assignees, of the various Rights of Occupancy title deeds issued by the 3rd Defendant in 2023, in respect of the redesigned and renumbered subject Plot 54 Kukwaba BO (New Plot 582); Plot 49 Kukwaba BO (523, 524, 525, 526, 527); Plot 53 Kukwaba BO (New Plot 542); Plot 3198 Maitama A6 (Still 3198); Plot 5044 Maitama A6 (Still 5044); Plot 4577 Maitama A6 (Still 4577); Plot 1044 Maitama A6 (Still 1044); Plot 5033 Maitama A6 (Still 5033); Plot 413 Guzape A9 (Still 413); Plot 456 Guzape A9 (Still 456); Plot 458 Guzape A9 (Still 458); Plot 454 Guzape A9 (Still 454); Plot 455 Guzape A9 (Still 455); Plot 1846 Guzape A9 (Still 1846); Plot 3993 Guzape A9 (Still 3993); Plot 2 Kugbo E17 (New Plot 5 (580/581); Plot 1 Kpaduma E16 (Still Plot 1); Plot 2 Kpaduma E16 (Still plot 2); Plot 2444 Gwarimpa 1C2 (Still 2444); Plot 1069 Central Area AO (Still 1069); Plot 21 Central Area AO (Still 21); Plot 544 Central Area AO (Still 544); Plot 93 Lokogoma C9 (New plot 24); Plot 943 Mabuchi B6 (Still 943); Plot 1663A Dawaki F18 (Still 1663A); Plot 1083 Asokoro A4 (Still 1083); Plot 821 Asokoro A4 (Still 821); Plot 822 Asokoro A4 (Still 822); and Plot 3037 Asokoro A4 (Still 3037).*
3. *An Order of ab-initio nullification of all the said Right of Occupancy, to all effects and purposes, in the event and on the occasion of the 1st and 2nd Defendants' or their Attorneys' or assignees' failure to comply within 21 days, with the Order of Delivery-up and*

Assignment to the Claimant of the subject Right of Occupancy over Plot 54 Kukwaba BO (New Plot 582); Plot 49 Kukwaba BO (523, 524, 525, 526, 527); Plot 53 Kukwaba BO (New Plot 542); Plot 3198 Maitama A6 (Still 3198); Plot 5044 Maitama A6 (Still 5044); Plot 4577 Maitama A6 (Still 4577); Plot 1044 Maitama A6 (Still 1044); Plot 5033 Maitama A6 (Still 5033); Plot 413 Guzape A9 (Still 413); Plot 456 Guzape A9 (Still 456); Plot 458 Guzape A9 (Still 458); Plot 454 Guzape A9 (Still 454); Plot 455 Guzape A9 (Still 455); Plot 1846 Guzape A9 (Still 1846); Plot 3993 Guzape A9 (Still 3993); Plot 2 Kugbo E17 (New Plot 5(580/581); Plot 1 Kpaduma E16 (Still Plot 1); Plot 2 Kpaduma E16 (Still plot 2); Plot 2444 Gwarimpa 1C2 (Still 2444); Plot 1069 Central Area AO (Still 1069); Plot 21 Central Area AO (Still 21); Plot 544 Central Area AO (Still 544); Plot 93 Lokogoma C9 (New plot 24); Plot 943 Mabuchi B6 (Still 943); Plot 1663A Dawaki F18 (Still 1663A); Plot 1083 Asokoro A4 (Still 1083); Plot 821 Asokoro A4 (Still 821); Plot 822 Asokoro A4 (Still 822); and Plot 3037 Asokoro A4 (Still 3037).

4. *A Mandatory Order of re-issuance of new Rights of Occupancy and subsequent Certificates of Occupancy, by the 3rd Defendant, to the Claimant, upon the occurrence of the event of nullification in sub paragraph ill above, of previously issued Rights of Occupancy over subject matter Plot 54 Kukwaba BO (New Plot 582); Plot 49 Kukwaba BO (523, 524, 525, 526, 527); Plot 53 Kukwaba BO (New Plot 542); Plot 3198 Maitama A6 (Still 3198); Plot 5044 Maitama A6 (Still 5044); Plot 4577 Maitama A6 (Still 4577); Plot 1044 Maitama A6 Still 1044); Plot 5033 Maitama A6 (Still 5033); Plot 413 Guzape A9 (Still 413); Plot 456 Guzape A9 (Still 456); Plot 458 Guzape A9 (Still 458); Plot 454 Guzape A9 (Still 454); Plot 455 Guzape A9 (Still 455); Plot 1846 Guzape A9 (Still 1846); Plot 3993 Guzape A9 (Still 3993); Plot 2 Kugbo E17 (New Plot 5 (580/581); Plot 1 Kpaduma E16 (Still Plot 1); Plot 2 Kpaduma E16 (Still plot 2); Plot 2444 Gwarimpa 1C2 (Still 2444); Plot 1069 Central Area AO (Still 1069); Plot 21 Central Area AO (Still 21); Plot 544 Central Area AO (Still 544); Plot 93 Lokogoma C9 (New plot 24); Plot 943 Mabuchi B6 (Still 943); Plot 1663A Dawaki F18 (Still 1663A); Plot*

1083 Asokoro A4 (Still 1083); Plot 821 Asokoro A4 (Still 821); Plot 822 Asokoro A4 (Still 822); and Plot 3037 Asokoro A4 (Still 3037).

- 5. A Mandatory Order of Court that 3rd Defendant shall restore title, possession and occupancy to the Claimant, of the various subject matter plots of land, as renumbered and re-designed as Plot 54 Kukwaba BO (New Plot 582); Plot 49 Kukwaba BO (523, 524, 525, 526, 527); Plot 53 Kukwaba BO (New Plot 542); Plot 3198 Maitama A6 (Still 3198); Plot 5044 Maitama A6 (Still 5044); Plot 4577 Maitama A6 (Still 4577); Plot 1044 Maitama A6 (Still 1044); Plot 5033 Maitama A6 (Still 5033); Plot 413 Guzape A9 (Still 413); Plot 456 Guzape A9 (Still 456); Plot 458 Guzape A9 (Still 458); Plot 454 Guzape A9 (Still 454); Plot 455 Guzape A9 (Still 455); Plot 1846 Guzape A9 (Still 1846); Plot 3993 Guzape A9 (Still 3993); Plot 2 Kugbo E17 (New Plot 5 (580/581); Plot 1 Kpaduma E16 (Still Plot 1); Plot 2 Kpaduma E16 (Still plot 2); Plot 2444 Gwarimpa 1C2 (Still 2444); Plot 1069 Central Area AO (Still 1069); Plot 21 Central Area AO (Still 21); Plot 544 Central Area A (Still 544); Plot 93 Lokogoma C9 (New plot 24); Plot 943 Mabuchi B6 (Still 943); Plot 1663A Dawaki F18 (Still 1663A); Plot 1083 Asokoro A4 (Still 1083); Plot 821 Asokoro A4 (Still 821); Plot 822 Asokoro A4 (Still 822); and Plot 3037 Asokoro A4 (Still 3037)*
- 6. The sum of N500,000,000 (Five Hundred Million Naira) only, as general damages against the 1st Defendant, for breach of contract to promptly return the Title Deeds to the Claimant, loss of use, value and income suffered by the Claimant; and/or wrongful seizure and conversion of Claimant's title Deeds/documents.*
- 7. Cost of action/suit in the sum of N50,000,000 (Fifty Million Naira) only.*

This court granted the Claimant's application for the joinder of the 3rd Defendant and consequential amendment of the writ of summons.

The 1st and 2nd Defendants on 21st January, 2025 filed their Joint statement of defence. Again, by the order of this Court, the 1st and 2nd

Defendants amended their statement of defence on the 18th July, 2025. The 3rd Defendant filed its statement of defence on the 7th June, 2024.

The Claimant on the 4th December, 2024 opened its case. PW1 (Dr. Patrick Ezechukwu) adopted his witness statement on oath. The case of the Claimant as distilled from the witness statement on oath of PW1 is that the Claimant purchased the said properties/plots of land listed in the preceding part of this Judgment, numbering 29 in total, from the 1st Defendant trading as Praco International Company Nigeria, and who executed Deeds of Power of Attorney/Deeds of Assignment in anticipation of the Development of the Plots and handed over all the original title Deeds/Documents to the Claimant.

That sometimes in 2002, the Ministry of Federal Capital Territory under the Management and Control of the 3rd Defendant set up a committee to verify land records and allocation in the Federal Capital Territory known as Land Records and Allocation Committee.

On that basis, the 1st Defendant approached the Claimant to obtain the original title deeds in respect of the subject matter 29(No) Plots of land listed in this judgment to enable him meet up with the directive from the 3rd Defendant and same was given to him and acknowledgement was made by the 1st Defendant.

That ever since, the 1st Defendant failed to return the title Deeds to the Claimant despite several demands, whereupon the Claimant made enquiries and later discovered that the 1st Defendant indeed delivered the title Deeds to the 3rd Defendant.

The Claimant avers that it further discovered that the 1st Defendant proceeded to obtain a mandatory order of FCT High Court in suit No. FCT/HC/M/2318/2022 to compel the 3rd Defendant and its officers to release the title Deeds to the 1st and 2nd Defendants. And in compliance with the Judgment and upon several meetings and memos, new plot number re-designed were given to the 1st Defendant as follows:

1. Plot 54 Kukwaba B0 now Plot 582
2. Plot 49 Kukwaba B0 now Plots 523, 534, 525, 526 and 527

3. Plot 53 Kukwaba B0 now Plot 542
4. Plot 3198 Maitama A6 still Plot 3198
5. Plot 5044 Maitama A6 still Plot 5044
6. Plot 4577 Maitama A6 still Plot 4577
7. Plot 1044 Maitama A6 still Plot 1044
8. Plot 5033 Maitama A6 still Plot 5033
9. Plot 413 Guzape A9 still Plot 413
10. Plot 456 Guzape A9 still Plot 456
11. Plot 458 Guzape A9 still Plot 458
12. Plot 454 Guzape A9 still Plot 454
13. Plot 455 Guzape A9 still Plot 455
14. Plot 1846 Guzape A9
15. Plot 3993 Guzape A9
16. Plot Kugbo E17 New Plot No. 5, (5801581)
17. Plot 1 Kpaduma New plot No plot 1
18. Plot 2 Kpaduma E16 still Plot 2
19. Plot 2444 Gwarimpa IC2 still plot 2444
20. Plot 1069 Central Area A0 still plot 1069
21. Plot 21 Central Area A0
22. Plot 544 Central Area A0
23. Plot 93 Lokogoma C9 new plot 24
24. Plot 943 Mabuchi B6
25. Plot 1663A Dawaki F18.....
26. Plot 1083 Asokoro A4.....
27. Plot 821 Asokoro A4.....
28. Plot 822 Asokoro A4.....
29. Plot 3037 Asokoro A4 still plot 3037.

That the 3rd Defendant issued the 1st Defendant Right of Occupancy with respect to the above in the name of the 2nd Defendant but same was not return to the Claimant hence this action.

PW1 tendered the following documents in evidence:

1. **Acknowledgment letter by 1st Defendant**
2. **Letter requesting for title Deeds**
3. **Document from FCT Committee on Land Allocation**
4. **CTCs of New Right of Occupancy**
5. **26 original Deed of Assignment**
6. **2 Nos copies of Deed of Assignment**
7. **19 Nos copies of Power of Attorney**
8. **9 Nos. copies of Power of Attorney**
9. **Original certificate of incorporation of 2nd Defendant.**
10. **Certificate of Registration of Praco International Comp Nig.**

At the end of his testimony, PW1 was cross-examined by the learned counsel to the 1st and 2nd Defendants and the 3rd Defendant on the 23rd January, 2025 and 27th March, 2025 respectively.

The Claimant called its 2nd witness in the person of Raphael Onwuzulnigbo an Assistant Superintendent of Police (Rtd) and a document forensic analyst/examiner. The said PW2 stated that he has been engaged in forensic examination of documents for over 32 years excluding 2 years basic training.

The PW2 stated that he is a member of American Academy of Forensic Science (AFS), member of computer forensic institute of Nigeria and a certified forensic examiner.

That the General Manager of the Claimant via a letter dated 11th February, 2025 requested him to examine and compare the disputed signature of Chief Engr. Success A.O. in the following documents:

1. Chief Engr. Success A.O letter to Compuworld Ltd. dated 9th April, 2002

2. Deed of Assignment
3. Chief Engr. Success A.O. letter dated 15th July, 2001.
4. Power of Attorney
5. Letter dated 9th June, 2003 to Director of land.
6. Letter to Olusola Oke SAN dated 3rd June, 2023

That he carried out a scientific analysis using a dominicle Doculus Lumus (model No. DL 9120065090041), Fast scanner (software application) Daxie (model No. DX 200-Ad4255C0015108) Cama scanner (Software Application Hp-fpu No VINI1-64001, HP FPU NO F5221-64001, Canon QC2-8700-8803-8 opposition on the signature of chief Engr. Success A.O. in the relevant columns of document.

That upon the scientific analysis carried out on the disputed signatures of Chief Engr. Success A.O. in the relevant columns of documents marked A, B, C, D and the undisputed signature in the relevant columns of document marked 1, 2, 3, 4, 5 and 6, it is his forensic expert opinion that one signatory/person signed the disputed and undisputed signatories of Chief Engr. Success A.O. in the said documents.

PW2 was cross-examined by both learned counsel for the 1st and 2nd Defendants and 3rd Defendant and was discharged.

The Claimant also called Udeh Janeth Ene the Registrar of FCT High Court (coram: Hon. Justice Edward Okpe) who came on subpoena duces tecum and tendered the following documents:

1. CTC of letter of Chief Engr. Success Obioma's letter to Director of Land dated 9th June, 2023
2. CTC of Chief Engr. Success Obioma's letter to Director of Land.
3. Another letter to Director of Land
4. Letter to Director of Land
5. Letter to Director of Land
6. CTC of letter to Chief Olusola Oke SAN

Learned counsel to the Claimant equally tendered same documents from the Bar. The Claimant closed its case to give way for defence.

The 1st and 2nd Defendant opened their defence on 4th June, 2025. Three witnesses including the 1st Defendant testified on their behalf, while one J.D. Daudu, a senior state counsel was subpoenaed to testify.

The case of the 1st and 2nd Defendants is that, it is not correct that all the plots of land listed by the Claimants were allocated to the 1st and 2nd Defendants only as there are other allottees such as Peace be still Ltd and Psalm 127 Ltd.

That the 1st Defendant either by himself or as representative of the 2nd Defendant or any other company did not enter into any form of agreement whatsoever and did not execute any Power of Attorney or Deed of Assignment at any date with the Claimant. And that the 1st Defendant has no company by the name Praco International Company.

That the various powers of Attorney and Deeds of Assignment allegedly executed by the 1st Defendant in favour of the Claimant on the 15th July, 2001 have been dishonestly and fraudulently obtained as the 1st Defendant did not sign any of the documents, the signature was imperfectly simulated and imposed. The signature is at variance with one another, the 1st Defendant name written below the signature was not in his handwriting.

That the 1st Defendant's signature was not in use until about 5 years ago, no board resolution of the 2nd Defendant authorized purported sale, no consideration was received and that the person who witness 1st Defendant signature is unknown to 1st Defendant.

The witness avers further that the 19 plots owners whose original title documents were submitted to the committee were individually invited to appear and appeared one after the other before the committee. And that the Defendant does not trade under the business name contained in the agreement.

That the 1st and 2nd Defendants did not hand over any title Deeds to the Claimant and did not promised to return same and that all the purported correspondences did not come from the 1st and 2nd Defendants.

The 1st and 2nd Defendants avers further that the order of mandamus obtained by the Defendants against the 3rd Defendant and its agents was to compel them to release the title document to their owners through the 1st Defendant who had handed them over to the 3rd Defendant's agent for verification and the Claimant was never present for the meeting.

That the struggle for the recovery of the title documents from the 3rd Defendant became onerous, expensive, time consuming as suit no. FCT/HC/M/2318/2022 was filed and the 1st and 2nd Defendants various clients whose title documents were submitted to the Ministerial Committee were listed in the affidavit in support of the application.

The 1st and 2nd Defendants tendered the following documents through the Bar;

1. **An affidavit in support of originating summons**
2. **1st Defendant statement to EFCC**
3. **Memorandum of understanding over suit no. FCT/CV/812/2022**
4. **Consultancy Service Agreement**
5. **Letter of provisional Allocation**
6. **Letter of termination of mandate.**
7. **Motion on Notice**
8. **Status Report of Dogra Consulting Ltd.**
9. **Defendant Attorney Statement of defence**
10. **Power of Attorney and non-circumvention agreement**
11. **List of owners of plots of land**
12. **Status Report of Claimant**

The 1st and 2nd Defendants equally called SP Samuel Odeh, a superintendent of police, Forensic Document

Examiner/Signatures/Handwriting expert who stated that he was trained as a forensic document examiner/signature/handwriting expert at criminal investigation Department (CID) forensic laboratory, FCID, Lagos State by Chief Reginald Udunze, a renowned forensic document examiner/handwriting expert of many decades.

That he carried out forensic analysis of the signature of documents previously executed by Engr. Success Obioma i.e. the following documents:

1. Letter of EFCC dated 17th September, 2003
2. Affidavit in support of Originating motion
3. Memorandum of Understanding over suit no. FCT/CV/812/2022
4. Consultancy Services Agreement
5. Provisional Allocation letter
6. Letter of termination of mandate and compared it with the following documents:
 - a. 29 Powers of Attorney
 - b. 29 Deeds of Assignment
 - c. Letter titled request
 - d. Document titled acknowledgment

The witness stated that he found out that it is not the same person who signed document, A1, A2, A3, A4, A5, A6 and that the signature was simulated. Also, that the handwriting in Engr. Success Obioma's statement at EFCC dated 17th September, 2008 is totally different from the hand writing in the name column of Engr. Success Obioma in the 29 Power of Attorney and the 29 Deed of Assignment all dated 15th July, 2001.

All the 1st and 2nd Defendants witnesses were cross-examined and discharged.

The 3rd Defendant on the 8th July, 2025 called one Ibrahim Azeez as their sole witness who testified as DW4.

It is the case of the 3rd Defendant that they are not a party to or aware of the purported Agreement between the Claimant and the 1st Defendant for the release of title documents to the 1st Defendant for verification purpose.

That the Court in suit no. FCT/HC/M/2318/2022 commanded the 3rd Defendant to update, renew, validate and undertake all such steps as would place the title documents, the 1st Defendant submitted to the ad-hoc Ministerial Committee on land records and allocation in the current status of Land title documents and same was complied with.

The witness to the 3rd Defendant was cross-examined and discharged.

Parties closed their respective case to pave way for filing and adoption of final written addresses.

The 3rd Defendant filed its final written address and formulated a sole issue for determination, to-wit;

Whether the Claimant has proof by evidence a case of registration of Power of Attorney and/or Deed of Assignment in respect of the plots subject of this suit against the 3rd Defendant and/or whether the Claimant's case disclosed and reasonable cause of action against the 3rd Defendant.

Learned counsel for the 3rd Defendant submitted that the Claimant failed woefully in its attempt to prove a case of wrong doing on the part of the 3rd Defendant in this suit and therefore, whatever the claim against the 3rd Defendant must fail.

On the part of the 1st and 2nd Defendants, two (2) issues were formulated for determination to-wit;

- 1. Whether the entire suit is not vitiated by fundamental non-compliance.**
- 2. Whether having regard to the state of the pleadings, evidence adduced and the applicable laws, the Claimant has established its entitlement to the reliefs sought.**

Learned counsel for the 1st and 2nd Defendants, argued the above issues succinctly citing relevant case laws and status in urging the court to dismiss this suit for failure to meet the evidential burden of proof as required in civil cases.

The Claimant on its part equally formulated two (2) issues for determination to-wit;

- 1. Whether the instant suit is not competent and within the jurisdiction of this Honourable Court.**
- 2. Whether the Claimant has proved his case on the balance of probability so as to be entitled to any or all the reliefs sought in this suit.**

Learned counsel for the Claimant submitted that from the avalanche of evidence adduced by the Claimant, it is obvious that the Claimant has proof of his case in line with law as required in civil cases and therefore, entitled to the judgment of this court.

Upon service of the Claimant's written address, the 1st and 2nd Defendants filed a reply on points of law wherein the Defendants contended that, the amended writ is not competent before the court.

The 1st and 2nd Defendants further maintained that failure of the Claimant to respond to a vital submission made by the Defendants means same was admitted.

On the part of Court, I have carefully examined and considered the totality of facts presented before me via evidence placed before the Court by the parties. I have also looked through and read carefully the final written addresses of the parties in this case. And of equal importance are the documents tendered by the parties.

It must be stated from the onset that the general burden of proof in a civil case lies on the party who would fail if no evidence at all were given on either side, i.e. the burden of first proving the existence or non-existence of a fact lies on the party against whom the Judgment of the Court will be given if evidence is not produced on either side. See *W.A.*

COTTON LTD. VS. HARUNA (2008) ALL FWLR (Pt. 416) 1948 at 1955

By virtue of section 132 of the Evidence Act, whoever desires any court to give Judgment as to a legal right or liability must assert that upon which same are hinged and prove that these facts exist. See ***CARDOSO VS. DANIEL & ORS (1986) LPELR 830***

I shall therefore, focus my searchlight on the evidence adduced by the parties in this case to ascertain whether the Claimant has proved his case sufficiently to be granted the reliefs sought in this case. Where a trial is conducted on the basis of pleadings as in this case, all relevant allegations or assertions in pleadings must be proved by evidence and such evidence must be in line with the pleadings.

In an attempt to proof its case, the Claimant called a total of 3 witnesses and tendered various exhibits as captured in the preceding part of this Judgment.

Before delving into the main case, I shall first of all determine the preliminary issues raised by the 1st and 2nd Defendants in their final written address as contained in issue one, to-wit; ***whether the entire suit is not vitiated by fundamental non-compliance.***

Learned counsel for the 1st and 2nd Defendants contended that the Amended writ of summons and amended statement of claim is incompetent as same listed three (3) names as counsel to the Claimant and there is a signature above the three (3) names but there is no indication by way of ticking as to which of the three names signed the process.

There is no doubt that it has been held in a plethora of decisions of Apex Court and it is firmly settled that a court process that is not signed by a Legal Practitioner whose name appears on the roll of legal practitioner and who is entitled to practice as a barrister and solicitor as provided for in Sections 2 and 24(2)(1) of the Legal Practitioners Act, Cap 11, LFN 2004 is incompetent and liable to be struck out. See ***M.R.S OIL & GAS CO. LTD. VS. BEELO & KARIBI – WHITE (2021) LPELR 56842 (CA)***

The grouse of the 1st and 2nd Defendants is that, of the three (3) names listed as counsel for the Claimant, there was no mark beside any of the three names to identify which of them signed the process.

The Supreme Court faced with the similar issue in *ANI & ORS VS. EFFIOK & ORS (2023) LPELR 59783 (SC)* stated that

“where counsel other than a lead counsel signs a process, he ticks his name to show that it was he who signed it. However, where as in the instant case, it is clear that the person who signed the court process (here the amended notice of appeal) is a legal practitioner, and it is obvious to the court that the counsel indeed, signed the court process, the failure to tick his or her name as the person who signed the process would not invalidate the process”.

In this case, the signature on the amended writ dated 14th March, 2024 was legible and while there were three (3) names listed under. It was clear that the signature was that of Mr. Ola Olanipekun SAN, the learned senior counsel, whose name was directly subscribed under the signature and whose seal was affix to the Amended writ.

Indeed, I am satisfied that the learned SAN Ola Olanipekun signed the process despite the absence of a tick beside his name.

The 1st and 2nd Defendants who complained about the signature have not shown how the omission to place a tick beside the signature created any confusion in their mind as to who signed the process and or that Ola Olanipekun, SAN who affix his seal and signed the process was not a legal practitioner within the context of Section 2 of the Legal Practitioner Act.

The courts have stated in a number of cases that technicalities should not over shadow substantial justice. Technical justice is no justice at all and a court of law should distance itself from it. Courts of law should not be unduly tied down by just technicalities, particularly where no miscarriage of justice would be occasioned. Thus, where the facts were glaringly clear, the court should ignore mere technicalities in order to do

substantial justice. See *MAIDAWA & ORS VS. DANLADI (2015) LPELR 25923 (CA)*.

The argument of the 1st and 2nd Defendants with respect to the competence of the amended writ before me is certainly technical in nature. Same is hereby dismissed.

Having dismissed the preliminary issue, the coast is clear for me to sailed into the main issue or substantive case before the court. In doing so, I shall adopt issue No. 2 formulated by the 1st and 2nd Defendants as issue for the determination of this court. i.e. ***whether having regard to the state of the pleadings, evidence adduced, and the applicable law, the Claimant has established the entitlement to the relief sought?***

The 1st and 2nd Defendants in arguing the above issue, categorized the issue into the following sub issues:

1. ***The sufficiency of the Claimant's pleading***
2. ***The state of Claimant's reply to 1st and 2nd Defendant statement of defence***
3. ***Admissibility of Claimant's documentary and oral evidence***
4. ***Burden of proof is civil matter, and***
5. ***The relief sought?***

On the state of pleadings, learned counsel submitted that the Claimant's pleadings left a lot of gabs and is not in line with Order 15(2) of the Rules of this Court.

For clarity order 15(2) of the Rules of this Court, 2025 provides:

“every pleading shall contain, a statement in a summary form of material fact on which the party pleadings rely for his claim.”

The 1st and 2nd Defendants contended that paragraph 3 of the statement of claim has not met the requirement of pleading above. For avoidance I hereby reproduce the said paragraph 3 for ease of reference.

Paragraph 3 “the Claimant avers that it purchased the said properties/plots of land listed in paragraph 1 above from the 1st

Defendant, trading as Praco International Company Nigeria, and who executed title Deed of Power of Attorney/Deeds of Assignment, in anticipation of development of the plots and handed over all the original title Deeds/documents to the Claimant, who subsequently assumed full and unfettered rights and acts of ownership.”

Learned senior counsel argued that the above paragraph does not state the following facts:

- 1. who initiated the transaction*
- 2. How was the properties advertised*
- 3. Any search conducted*
- 4. Who executed on behalf of the Claimant*
- 5. The witnesses*
- 6. How much was paid for each*
- 7. What was the mode of payment and so on.*

To my mind, the Defendants have misconstrued the case of the Claimant, as the Claimant's case before the Court has to do with alleged contractual agreement between the parties. On whether the said contract has met the requirement of contract or not, is what is presently before the court. The issues raised by the 1st and 2nd Defendants on the pleading ordinarily would be resolved if the contract between the parties is declared non-existent by the Court.

It is instructive to state here that a contract of sale exists where there is a final and complete agreement of the parties on essential terms of the contract, namely the parties to the contract, the property to be sold, the consideration for the sale and the nature of the interest to be granted. Once there is agreement on these essential terms, a contract of sale of land or property is made and concluded. See ***MINI LODGE LTD. & ANOR VS. NEIEI & ANOR (2009) LPELR 1877 (SC)***.

It is an established rule of law that contracts may be in writing, oral or implied. Consequently, a contract between parties may be expressed by words or by an agreement in writing signed by the parties. Also, a

contract could be implied by the conduct of the parties themselves. An implied term is something which in the circumstances of a particular case, the law may read into the contract if the parties are silent and it would be reasonable to do so. It is something over and above the ordinary incidents of the particular types of contract. See ***ACCESS BANK PLC VS. ZATECO CONSTRUCTION CO. LTD. & ANOR (2022) LPELR 58938 (CA)***.

The Defendant submits, that the Claimant is an artificial person that could not have been approached by the 1st Defendant and that there is no pleadings or evidence on where and when or who was approached by the 1st Defendant.

There are five important elements that must be present in a valid contract. These are offer, acceptance, consideration, intention to create a legal relationship and capacity to contract. All the five attributes must be present for a contract to be valid in law. In other words, all the five ingredients must co-exist as a contract cannot be formed if any of the ingredient is absence. See ***OJO VS. ABT ASSOCIATES INCORPORATED & ANOR (2014) LPELR 22860 (CA)***.

It is instructive to state here that by section 95 of companies and Allied Matters Act, 2020. A contract on behalf of a company may be made, varied or discharged as follows:

- 1. Any contract which if made between individuals would be by law required to be in writing under seal or which would be varied, or discharged only by writing under seal, may be made, varied or discharged, as the case may be in writing under the common seal of the company.**
- 2. Any contract which if made between individuals would be by law required to be in writing, signed by the parties to be charged therewith, or which could be varied or discharged only by writing or written evidence signed by the parties to be charged, may be made, varied or discharged, as the case may be, in writing signed in the name or on behalf of the company; and**

3. Any contract which if made between individual would be valid although made by parol only and not reduced into writing or which could be varied or discharged by parol, may be made, varied or discharged, as the case may be, by parol on behalf of the company.

4. A contract made according to the Section shall be effectual in law and shall bind the company and its successors and all other parties thereto, their heirs, executors, or administrators, as the case may be, and may be varied or discharged in the same manner in which it is authorized by this section to be made.

From the above, it is clear that the Claimant can validly contract an agreement by deed, in writing or orally, just the same way as when two natural persons want to enter into contract. The 1st Claimant witness testified that on the 15th July, 2001, the Claimant purchased the subject matter which is 29 plots from the 1st Defendant who was then trading under the name and style “Praco International Company”.

The 1st Defendant is the managing Director and the alter ego of the 2nd Defendant. In proof of the purchase/transaction, the Claimant tendered Deeds of Assignment and irrevocable Power of Attorney which were admitted as Exhibit “P6”, “P7”, “P8” and “P9” respectively.

I have seen the said Exhibits “P7”, “P8” and “P9” in evidence. The said exhibits were duly registered with the 3rd Defendant and has the registration detail of the 3rd Defendant clearly indicated in the stamp of the 3rd Defendant on the document.

I shall pause here to state the law as regard to the Power of Attorney in respect of land. It is the law through a long lone of cases that an unregistered registrable instrument, though, is not admissible to prove title, it is admissible to prove payment of money and coupled with possession of land by the purchaser and it may give rise to equitable interest *FBN PLC VS. OKELEWU & ANOR (2013) LPELR 20158 (CA)*.

The land instrument registration Act Cap 515, LFN, Abuja has the following provision:

“there shall be in the FCT, Abuja a land registry with office or offices at such places or place as the minister may, from time to time direct.”

Section 3(2) “the registry shall be the proper office for the registration of all instrument including Power of Attorney affecting land.”

Section 15(1) “No instrument shall be pleaded or given in evidence in a Court as affecting Land unless the same has been registered in the lands in question.”

The 3rd Defendant who is the issuing authority denied the registration of the Power of Attorney. Paragraphs 2 and 3 of the 3rd Defendant Statement of Defence is hereby reproduced:

“2. The 3rd Defendant in further answer to paragraph 2 of the statement of claim avers that we cannot find any evidence of registration of Power of Attorney registered on any of the plot subject of this suit by the Claimant or anyone else.”

The above assertion is vague and nebulous as the 3rd Defendant did not specifically deny the said registration, but only said, they could not find it. The 3rd Defendant equally stated in paragraph 3 of the statement of Defence as thus:

“That after a thorough search in the database of the Land Administration Department of the 3rd Defendant and hard copy registered in the Land Department, there is no (sic) record of such registration of Power of Attorney on any of the Plots subject of this suit.”

From the above, it is obvious that the Defendant did not specifically deny the registration but only stated that it could not find it in it their data base.

It is trite that the court before whom a proceeding is pending or has been completed takes judicial notice of all the processes filed in the proceeding as well as the proceeding itself including the Judgment as the case may be and so following from this preposition of law all the processes to be relied upon in any application made before that court in the proceeding are judicially noticed. See **ADALMA TANKS BUNKERING SERVICES LTD. & ANOR VS. CBN & ORS (2022) LPELR 57036(SC)**.

I have seen the statement of defence filed by the 3rd Defendant dated 25th April, 2024 before same was amended. Paragraph 3 of the witness statement on oath of 25th April, 2024 stated as thus:

“The 3rd Defendant is not in position to either admit or deny paragraph 1, 2, 3, 6, 7 and 10 of the amended statement of claim. In response to the said paragraphs, the 3rd Defendant is neither a party to nor derive any benefit from the contractual relationship between the Claimant and the 1st and 2nd Defendants, even with the registration of the annexed power of attorney, is still does not confer any right or obligation on the 3rd Defendant.”

Indeed, I have taken judicial notice of the said process, and more so that there was no specific denial in the new process to say that, same is not registered with the 3rd Defendant.

However, the 1st and 2nd Defendants vehemently and emphatically denied the alleged sale and put the Claimant to the strictest proof thereof. The 1st Defendant also specifically pleaded and gave evidence that he did not sign Exhibits “P1”, “P2”, “P6”, “P8” and “P9”.

The Defendants contended that it was the Claimant who propounded the execution, validity, genuineness of the said exhibits, the burden of proof therefore lies on the Claimant to establish the assertion through credible evidence.

The most reliable evidence is not those from the words of witnesses, the best evidence in most cases is documentary evidence. This is because it is generally more reliable than oral evidence. Although documents may suffer from forgery, mutilation or manipulation, particularly in this

digital age, the instance of manipulation or other negative human interventions are more common with respect to oral evidence. See ***BABADIDI VS. LIDANI & ORS (2023) LPELR 59777(CA)***.

The Claimant tendered the above exhibits in evidence they were all admitted and marked.

Indeed, notwithstanding the general onus which rests on the Claimant to prove his entitlement to the declaration he claims, the evidential burden of proving certain facts occasionally shifts to the Defendant. Such is the burden of proving the allegation that the document which the Claimant relies on is a forgery. In the application of the general principle that he who alleges must prove, there is no distinction between a Plaintiff and a Defendant. See ***ADEROUNMU & ANOR VS. OLOWU (2000) LPELR 141(SC)***.

The 1st and 2nd Defendants alleged that Exhibit “P1” to “P9” were forged, which is a criminal allegation, indeed, a party who alleges forgery of a document must produce two documents. The document (original) from which the (a) forgery was made and (b) the forged/counterfeit document.

Forgery is an amphibious circumstance, accommodated by the civil and criminal actions. The party who claims forgery of a document in a civil proceeding, has a duty to prove the allegation of forgery beyond reasonable doubt. See ***JEGA VS. EKPENYONG (2025)11 NWLR (Pt. 1998) 33***.

The 1st and 2nd Defendants who alleged the forgery called DW1 who testified generally that he was familiar with the signature of the 1st Defendant and that the said documents are at variance with the signature of the 1st Defendant which he is very well familiar with. And that the 1st Defendant’s name written below the signatures of the various document are also at variance and different from the 1st Defendant’s hand writing.

The DW1 however, failed to adduce evidence of such variation. The 1st and 2nd Defendants also called an expert witness by name S.P Samuel Odeh who testified as DW2. In his evidence before the Court, DW2 stated that he is Superintendent of Police attached to Forensic

Laboratory. FCID, Lagos State and a document/examination/analyst for the 1st and 2nd Defendants. That the Commissioner of police, Forensic Laboratory Force CID Lagos on the 2nd July, 2025 directed him to treat the request and bring up findings attached to the request of Olusola Oke & Co. as documents previously executed by its client, Engr. Success Obioma.

- 1. Engr. Success Obioma statement at EFCC dated 17th September, 2003**
- 2. Affidavit in support of an originating motion dated 14th December, 2022**
- 3. Memorandum of understanding over suit No. FCT/CV/812/2022.**
- 4. Consultancy Service Agreement.**
- 5. Letter of provisional allocation sub plot A56 and A57 in plot 580 Cadastral Zone E17, Kugbo District, Abuja.**
- 6. Letter of termination of mandate.**

That the documents were attached with disputed documents, that is;

- a. 29 Powers of Attorney**
- b. 29 Deeds of Assignment**
- c. Letter titled request for original title document; and**
- d. Document titled acknowledgment dated 9th April, 2002.**

That he carried out the forensic examination of the signature as directed and found that the handwriting in Engr. Success Obioma's statement at EFCC dated 12th September, 2003, A1 is totally different from the handwriting in the name column of Engr. Success Obioma in the 29 Power of Attorney and the 29 Deed of Assignment. And that the writer of the signature on the relevant column of documents marked as "A2 – A6" did not sign the signatures on relevant column of documents.

Whereas the Claimant called PW2, Mr. Raphael Onwuzuluigbo, an Assistant Superintendent of Police (Rtd) who testified that he analyzed the signatures of the 1st Defendant contained in the disputed

documents/exhibits “P6”, “P7”, “P8” and “P9” and undisputed, the documents were signed by the 1st Defendant.

The relevant provisions of the Evidence Act, on who is an expert on a particular issue is Section 68, which provides that when the court has to form an opinion upon a point of foreign law, customary law or custom, or of science or art, or as to identify of handwriting or finger impressions, are admissible. To qualify as an expert under the Evidence Act, the witness must be specially skilled in the field in which he is giving evidence and whether or not a witness can be regarded as an expert is a question for the judge to decide the decision must be based on legal evidence before the court. See *AYADI & ORS VS. MOBIL PRODUCING (NIG) LTD (2016) LPELR 41599 (CA)*.

A court of law is entitled to accept the evidence of an expert if it is credible, particularly if it is not controverted or challenged and the expert demonstrates his skills. However, the evidence of an expert is generally an aspect of the entire evidence to be evaluated by a Court because a trial court must be fully in control of all the evidence before it, as it must not abdicate its primary duty of assessing the evidence and forming its clear opinion in relation thereto, including any expert evidence.

In other words, a court is not bound by the evidence of an expert witness, it has an opinion in the matter that it must exercise judicially and judiciously and the Judge has a responsibility to accept or refuse to accept their testimonies in reaching a conclusion on whether or not the case was proved. See *OKE VS. AGUNDI ADE & ORS (2011) LPELR 3897 (CA)*.

It is trite law that where evidence presented to a court is predicated on the opinion of an expert, the factual basis of the opinion must be presented to the court and it must be complete, real and genuine and an opinion of an expert which is based on doubtful grounds, incomplete facts or unrealistic assumption cannot be relied upon by a Court. See *AHMED IBRAHIM SHANONO INVESTMENT LTD. VS. FCMB PLC (2014) LPELR 22918 (CA)*,

I have considered evidence of DW2 and PW2 who are both expert evidence in favour and against the case, in arriving at just opinion in this case, it is pertinent to draw evidence from the documents before the court.

As stated earlier, the DW2 called by the 1st and 2nd Defendants stated that, his findings reveal that the writer of the signatures on relevant column of documents marked as A2 – A6 did not sign the signature on relevant of documents: Deed of Assignment given by Chief A.O. Success (Praco International Company to Compuworld Limited) dated 15th July, 2001.

I have taken notice of the evidence of Chief Engr. Success Obioma himself who his signature was alleged to be forged.

The 1st Defendant testified as DW3. He denied the signature in Exhibit “P1”, “P2”, “P6”, “P7”, “P8” and “P9”.

The DW3 (the 1st Defendant himself) stated in paragraph 3(iv)(v)(vi) as thus:

Paragraph 3(iv) *“in my signature, the looped “s’ or “8” shape slants outward to the right, while one on the said document are irregular “3” like shape facing inward to the left.*

Paragraph 3(v) *“I came up with this signature and started signing in the form about 5 years ago.*

Paragraph 3(vi) *“my signature in use as at the date material to case is as shown in my statement to the EFCC in 2003.*

The question is, does the signature belong to the 1st Defendant? Or he started signing the disputed signature just 5 years ago?

The burden of proof lies on the 1st Defendant to establish that the disputed signature was not in use by him until 5 years ago. The Defendant has the burden to produce the relevant documents he signed that has the same signature with the one in dispute and the old one he signed that contained his signature as claimed in his statement to the EFCC.

Now that the 1st Defendant admitted that, it is his signature, but only that it was not in use as at the time of signing Exhibits “P2”, “P2”, “P3”, “P6”, “P7”, “P8” and “P9”. What then, becomes of the decision of the expert opinion called by the 1st and 2nd Defendant who outrightly rejected the signature to be that of the 1st Defendant? Certainly, the opinion of the said DW2 is unreliable, and court cannot act on same.

I have also, seen the CTC of document tendered by the subpoenaed witness Janeth Udeh Ene, the Registrar of my learned brother Justice Edward Okpe. It is obvious from the documents i.e 1st Defendant’s letter to Director of land and certified by the 1st Defendant and letter to Chief Olusola Oke, SAN that the 1st Defendant has been using the signature and he has been using Praco International Company Nigeria.

Having held that the Claimant has registered the power of attorney with the 3rd Defendant and that the signature belongs to the 1st Defendant, the legal implication of the above is that the Claimant is the legal owner of the property having registered the Power of Attorney in that regard.

The Defendant argued that, there was no prove of consideration of the alleged contract of sale by the Claimant. I have seen and read the document in evidence. Exhibit “P8” which are the 29 numbers of Deed of Assignment. Each of the Deed of Assignment specifically stated the consideration upon which the contract was executed.

For avoidance of doubt, paragraph A provides

- (a) The assigner as beneficial holder has agreed to assign to the Assignee all that residue now unexpired of the terms of years granted for a consideration of the terms of years granted for a consideration of Twenty Million Naira Only (N20,000,000.00).***

Paragraph 1 “in pursuance of the said agreement and in consideration of the sum of N20,000,000.00 (Twenty Million Naira only) paid to the Assignor by the Assignee, (the receipt of which the sum of Assignor or hereby acknowledges) the Assignor as beneficial owner hereby assigns unto the assignee and his successors and assigns all the residue now unexpired of years granted by the Right of Occupancy according to the intent and

meaning to the said Act as to the payment of rent reserved by or revised in accordance with the Right of Occupancy and to perform and observe special terms and condition set out therein.”

The provision was replicated on all the Deed of Assignments before the Court with various amount stated therein.

The implication of the above, is that a valid consideration has been made in respect of the subject matter.

It is pertinent to state here that the relief 1 sought by the Claimant is declaratory in nature. It is settled beyond equivocation that a Claimant who seeks the grant of declaratory reliefs has a duty to succeed solely on the strength of his case. He must establish his case by his pleadings and by the evidence led in support thereof on the preponderance of evidence. Declaratory reliefs are not grantable to a Claimant as a matter of course. The burden on such a Claimant is heavy because declaratory reliefs are not grantable even by admission on the part of the Defendant, hence the Claimant must establish his case not rely on the weakness in the case of the Defendant(s).

In the instant case, the Claimant called a total number of two witness and subpoenaed another to tendered documents in aid of it case.

From the available evidence, it is obvious that the Claimant was able to establish that it is entitle to the declaratory reliefs in his favour. I so hold.

The 1st and 2nd Defendants contended in their statement of defence that, the 1st Defendant has no company by name Praco International Nigeria and could not have executed any agreement in that name alleged prior to 15th July, 2001, as the 1st Defendant ceased to transact property/land business or any business at all in the name Praco International Company Nigeria.

In proof the assertion, the 1st and 2nd Defendants tendered the certificate of the 2nd Defendant in evidence as Exhibit “D5”. I have seen the certificate of Registration of the 2nd Defendant which was done on the

8th February, 2001. The name therein is Praco International Limited against Praco International Nigeria.

However, in evidence before the Court are various Exhibits, to-wit;

Exhibits “D1” to “D6” which are various letters written by the 1st Defendant to Director of land, in respect of the subject matter. In the said exhibits, the 1st Defendant signed the various letters in his capacity as Director of Praco International Nigeria and not Praco International Limited.

Similarly, in evidence is a letter written by the 1st Defendant his lawyer Olusola Oke, SAN (Exhibit “D6”) in the said letter, the 1st Defendant signed as Director of Praco International Nigeria and not Praco International Limited. In all these, the Director of Land and his lawyer transacted business with him using the said name.

As I said earlier, the most reliable if not the best evidence in court cases is documentary evidence. This is because it is generally more reliable than oral evidence. Human mind is full of lies and scabies, but documents are more indelible and more permanent and therefore, when tendered, and admitted in evidence are always allowed to speak for themselves without any let or hindrance. See ***MINISTRY OF AGRICULTURE & NATURAL RESOURCES & ANOR VS. GOKINI INDUSTRIES LTD. (2021) LPELR 55959.***

From the available evidence before the Court it is obvious that the 1st Defendant transacted business using the name Praco International Nigeria and people also take him as such including his lawyer. He cannot now turn around and say, he is not bound by transactions in that name.

The argument of the 1st and 2nd Defendant is dwarfed by the superior evidence of the Claimant before the court, therefore the contention of the Defendants is hereby discountenance.

The 1st and 2nd Defendants equally argued that, it is not correct that all the plots of land listed by the Claimant in their statement of claims were

allocated to the 1st Defendant or 2nd Defendant only. The other allottees of the plot include Peace Be Still Ltd. and Psalm 127 Ltd.

The law is trite that he who asserts has the burden of proving what he asserted. The burden of proof rests on the party who asserts the affirmative of an issue and not on the party who denies it. See ***DANJUMA VS. GARBA (2021) LPELR 57105 (CA)***.

The Claimant who alleged that the 1st and 2nd Defendants executed Power of Attorney and Deed of assignment with it in respect of the subject matter tendered various Powers of Attorney and Deeds of Assignment in evidence as Exhibits “P6”, “P7”, “P8” and “P9”.

Whereas the 1st and 2nd Defendants who alleged that it is not the only allottee of the subject matter could not tendered the allocation letter in the name of those parties he alleged were the original allottees of the properties. This I must say, go against the 1st and 2nd Defendants and must be resolved in favour of the Claimant.

The 1st and 2nd Defendants also argued that, there was no Board Resolution of the 2nd Defendant authorizing the purported sale of the Plots.

The law is that a company is in law a person distinct from its promoter or directors.

However, a director of a company is in the eyes of the law, an agent of the company for which he acts and the general principle of the law of agency would apply. Where a Director enters into a contract in the name of or purporting to bind the company, it is the company which is liable on it and not the Director. By virtue of Section 65 of the Companies and Allied Matters Act 1990, any act of a Managing Director while carrying on in usual way the business of the company shall be treated as the act of the company itself. See ***ORIEBUSI VS. ANDY SAM INVESTMENT CO. LTD. (2014) LPELR 23607 (CA)***.

The fact that the 1st Defendant is the Managing Director of the 2nd Defendant is not in dispute before me, therefore, his act in law bind the 2nd Defendant. I so hold.

The Claimant was able to establish that the Defendant executed various Deeds of Assignment and Irrevocable Power of Attorney which were tendered and admitted as Exhibits “P6” – “P9” series. The contention of the 1st and 2nd Defendants that the Claimant was guilty of misjoinder of cause of action is misplaced as all the Powers of Attorney and Deed of Assignment were executed same date by same parties.

On the whole, and in line with all the findings above, the case of the Claimant before me succeeds on the strength and preponderance of evidence before me. Consequently, Judgment is hereby entered in favour of the Claimant as follows:

1. An Order of Declaration is **hereby made** that having sold the subject Plot 54 Kukwaba BO; Plot 49 Kukwaba BO; Plot 53 Kukwaba BO; Plot 3198 Maitama A6; Plot 5044 Maitama A6; Plot 4577 Maitama A6; Plot 1044 Maitama A6; Plot 5033 Maitama A6; Plot 413 Guzape A9; Plot 456 Guzape A9; Plot 458 Guzape A9; Plot 454 Guzape A9; Plot 455 Guzape A9; Plot 1846 Guzape A9; Plot 3993 Guzape A9; Plot 2 Kugbo E17; Plot 1 Kpaduma E16; Plot 2 Kpaduma E16; Plot 2444 Gwarimpa 1C2; Plot 1069 Central Area A0; Plot 21 Central Area A0; Plot 544 Central Area A0; Plot 93 Lokogoma C9; Plot 943 Mabuchi B6; Plot 1663A Dawaki F18; Plot 1083 Asokoro A4; Plot 821 Asokoro A4; Plot 822 Asokoro A4; Plot 3037 Asokoro A4 to the Claimant and also executed Irrevocable Power of Attorney in favour of the Claimant in respect of same plots of land, it is the Claimant and not the 2nd or 1st Defendant that is entitled to the statutory Right of Occupancy over each and every of the newly re-designed subject Plot 54 Kukwaba BO (New Plot 582); Plot 49 Kukwaba BO (523, 524, 525, 526, 527); Plot 53 Kukwaba BO (New Plot 542); Plot 3198 Maitama A6 (Still 3198); Plot 5044 Maitama A6 (Still 5044); Plot 4577 Maitama A6 (Still 4577); Plot 1044 Maitama A6 (Still 1044); Plot 5033 Maitama A6 (Still 5033); Plot 413 Guzape A9 (Still 413); Plot 456 Guzape A9 (Still 456); Plot 458 Guzape A9 (Still 458); Plot 454 Guzape A9 (Still 454); Plot 455 Guzape A9 (Still 455); Plot 1846 Guzape A9 (Still 1846); Plot 3993 Guzape A9 (Still 3993); Plot 2 Kugbo E17 (New Plot 5 (580/581)); Plot 1 Kpaduma E16 (Still Plot 1); Plot 2 Kpaduma E16 (Still plot 2); Plot 2444 Gwarimpa 1C2 (Still

2444); Plot 1069 Central Area AO (Still 1069); Plot 21 Central Area AO (Still 21); Plot 544 Central Area AO (Still 544); Plot 93 Lokogoma C9 (New plot 24); Plot 943 Mabuchi B6 (Still 943); Plot 1663A Dawaki F18 (Still 1663A); Plot 1083 Asokoro A4 (Still 1083); Plot 821 Asokoro A4 (Still 821); Plot 822 Asokoro A4 (Still 822); and Plot 3037 Asokoro A4 (Still 3037).

2. The Court **hereby make a Mandatory Order forthwith** of Delivery-up and Assignment to the Claimant, by the 1st and 2nd Defendants or their Attorneys or Assignees, of the various Rights of Occupancy title deeds issued by the 3rd Defendant in 2023, in respect of the redesigned and renumbered subject Plot 54 Kukwaba BO (New Plot 582); Plot 49 Kukwaba BO (523, 524, 525, 526, 527); Plot 53 Kukwaba BO (New Plot 542); Plot 3198 Maitama A6 (Still 3198); Plot 5044 Maitama A6 (Still 5044); Plot 4577 Maitama A6 (Still 4577); Plot 1044 Maitama A6 (Still 1044); Plot 5033 Maitama A6 (Still 5033); Plot 413 Guzape A9 (Still 413); Plot 456 Guzape A9 (Still 456); Plot 458 Guzape A9 (Still 458); Plot 454 Guzape A9 (Still 454); Plot 455 Guzape A9 (Still 455); Plot 1846 Guzape A9 (Still 1846); Plot 3993 Guzape A9 (Still 3993); Plot 2 Kugbo E17 (New Plot 5 (580/581); Plot 1 Kpaduma E16 (Still Plot 1); Plot 2 Kpaduma E16 (Still plot 2); Plot 2444 Gwarimpa 1C2 (Still 2444); Plot 1069 Central Area AO (Still 1069); Plot 21 Central Area AO (Still 21); Plot 544 Central Area AO (Still 544); Plot 93 Lokogoma C9 (New plot 24); Plot 943 Mabuchi B6 (Still 943); Plot 1663A Dawaki F18 (Still 1663A); Plot 1083 Asokoro A4 (Still 1083); Plot 821 Asokoro A4 (Still 821); Plot 822 Asokoro A4 (Still 822); and Plot 3037 Asokoro A4 (Still 3037).
3. An Order of ab-initio nullification of all the said Right of Occupancy, to all effects and purposes, in the event and on the occasion of the 1st and 2nd Defendants' or their Attorneys' or assignees' failure to comply within 21 days, with the Order of Delivery-up and Assignment to the Claimant of the subject Right of Occupancy over Plot 54 Kukwaba BO (New Plot 582); Plot 49 Kukwaba BO (523, 524, 525, 526, 527); Plot 53 Kukwaba BO (New Plot 542); Plot 3198 Maitama A6 (Still 3198); Plot 5044 Maitama A6 (Still 5044); Plot 4577 Maitama A6

(Still 4577); Plot 1044 Maitama A6 (Still 1044); Plot 5033 Maitama A6 (Still 5033); Plot 413 Guzape A9 (Still 413); Plot 456 Guzape A9 (Still 456); Plot 458 Guzape A9 (Still 458); Plot 454 Guzape A9 (Still 454); Plot 455 Guzape A9 (Still 455); Plot 1846 Guzape A9 (Still 1846); Plot 3993 Guzape A9 (Still 3993); Plot 2 Kugbo E17 (New Plot 5(580/581); Plot 1 Kpaduma E16 (Still Plot 1); Plot 2 Kpaduma E16 (Still plot 2); Plot 2444 Gwarimpa 1C2 (Still 2444); Plot 1069 Central Area AO (Still 1069); Plot 21 Central Area AO (Still 21); Plot 544 Central Area AO (Still 544); Plot 93 Lokogoma C9 (New plot 24); Plot 943 Mabuchi B6 (Still 943); Plot 1663A Dawaki F18 (Still 1663A); Plot 1083 Asokoro A4 (Still 1083); Plot 821 Asokoro A4 (Still 821); Plot 822 Asokoro A4 (Still 822); and Plot 3037 Asokoro A4 (Still 3037) **is hereby granted.**

4. A **further Mandatory Order is hereby made** of re-issuance of new Rights of Occupancy and subsequent Certificates of Occupancy, by the 3rd Defendant, to the Claimant, upon the occurrence of the event of nullification in third relief above, of previously issued Rights of Occupancy over subject matter Plot 54 Kukwaba BO (New Plot 582); Plot 49 Kukwaba BO (523, 524, 525, 526, 527); Plot 53 Kukwaba BO (New Plot 542); Plot 3198 Maitama A6 (Still 3198); Plot 5044 Maitama A6 (Still 5044); Plot 4577 Maitama A6 (Still 4577); Plot 1044 Maitama A6 (Still 1044); Plot 5033 Maitama A6 (Still 5033); Plot 413 Guzape A9 (Still 413); Plot 456 Guzape A9 (Still 456); Plot 458 Guzape A9 (Still 458); Plot 454 Guzape A9 (Still 454); Plot 455 Guzape A9 (Still 455); Plot 1846 Guzape A9 (Still 1846); Plot 3993 Guzape A9 (Still 3993); Plot 2 Kugbo E17 (New Plot 5 (580/581); Plot 1 Kpaduma E16 (Still Plot 1); Plot 2 Kpaduma E16 (Still plot 2); Plot 2444 Gwarimpa 1C2 (Still 2444); Plot 1069 Central Area AO (Still 1069); Plot 21 Central Area AO (Still 21); Plot 544 Central Area AO (Still 544); Plot 93 Lokogoma C9 (New plot 24); Plot 943 Mabuchi B6 (Still 943); Plot 1663A Dawaki F18 (Still 1663A); Plot 1083 Asokoro A4 (Still 1083); Plot 821 Asokoro A4 (Still 821); Plot 822 Asokoro A4 (Still 822); and Plot 3037 Asokoro A4 (Still 3037).

5. **Court hereby make a Mandatory Order** that 3rd Defendant shall restore title, possession and occupancy to the Claimant, of the various subject matter plots of land, as renumbered and re-designed as Plot 54 Kukwaba BO (New Plot 582); Plot 49 Kukwaba BO (523, 524, 525, 526, 527); Plot 53 Kukwaba BO (New Plot 542); Plot 3198 Maitama A6 (Still 3198); Plot 5044 Maitama A6 (Still 5044); Plot 4577 Maitama A6 (Still 4577); Plot 1044 Maitama A6 (Still 1044); Plot 5033 Maitama A6 (Still 5033); Plot 413 Guzape A9 (Still 413); Plot 456 Guzape A9 (Still 456); Plot 458 Guzape A9 (Still 458); Plot 454 Guzape A9 (Still 454); Plot 455 Guzape A9 (Still 455); Plot 1846 Guzape A9 (Still 1846); Plot 3993 Guzape A9 (Still 3993); Plot 2 Kugbo E17 (New Plot 5 (580/581); Plot 1 Kpaduma E16 (Still Plot 1); Plot 2 Kpaduma E16 (Still plot 2); Plot 2444 Gwarimpa 1C2 (Still 2444); Plot 1069 Central Area AO (Still 1069); Plot 21 Central Area AO (Still 21); Plot 544 Central Area A (Still 544); Plot 93 Lokogoma C9 (New plot 24); Plot 943 Mabuchi B6 (Still 943); Plot 1663A Dawaki F18 (Still 1663A); Plot 1083 Asokoro A4 (Still 1083); Plot 821 Asokoro A4 (Still 821); Plot 822 Asokoro A4 (Still 822); and Plot 3037 Asokoro A4 (Still 3037)
6. The sum of **₦50,000,000** (Fifty Million Naira) only, **is hereby granted** as general damages against the 1st Defendant, for breach of contract for failure to promptly return the Title Deeds to the Claimant, loss of use, value and income suffered by the Claimant; and/or wrongful seizure and conversion of Claimant's title Deeds/documents.

SIGNED:
HON. JUDGE
25/11/2025.

Appearance:

A. U. S. Oguajamma, Esq, for the Claimant

A. S. Haruna, Esq, With M. A. Mayamba, Esq, for the 3rd Defendant

1st and 2nd Defendants are absent and not represented