

**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/1514/2021
DELIVERED ON THE 19/11/2025**

BETWEEN:

CONNEXION TELECOM AND SOLUTIONS LIMITED.....CLAIMANT

AND

BLENESON SERVICES NIG. LTD.....DEFENDANT

JUDGMENT

The Claimant initiated this suit on the 9th day of July, 2021 via undefended list procedure, issues were joined and on the application by the Defendants the suit was transferred to the general cause list. The court further directed the parties to file necessary processes in support of the case. The Claimant on the 23rd September, 2021 then filed his statement of claim, witness statement on oath, list of witnesses and list of documents by way of Exhibits respectively. The Defendants on their part filed their statement of defence, witness statement on oath, list of witnesses and list of documents by way of Exhibits on the 24th October, 2022. The Claimant thereafter filed a reply to the statement of defence on the 27th day of November, 2024.

Meanwhile, the Claimant's claims before this court are as follows:

- (a) **₦1,800,000,000.00** (*One Billion, Eight Hundred Million Naira*) only being the amount owed the Claimant for the consultancy services rendered to the Defendant.
- (b) **10%** interest on total amount of indebtedness from the date of judgment until full liquidation.

As earlier observed issues were joined but the record shows that the Defendant abandoned the entire case including all the processes filed before this court.

The Claimant opened her case and called two (2) witnesses and four documents were tendered and admitted in evidence as exhibits through the **PW1**. The Claimant closed her case and the case was adjourned for cross examination of the Claimant's witnesses but the Defendant failed to appear before the court and was thereafter foreclosed from further Cross - Examination of the witnesses called by the Claimant. After the close of the Claimant's case the Defendant was given the opportunity to defend the suit but he failed to appear after several hearing notices were served on him. The Defendant was then foreclosed on the 3rd day of March, 2025 while the case was adjourned for adoption of final written addresses by the respective counsel for the parties. However, only the learned counsel for the Claimant, **OLATUNDE OJAOMO ESQ** adopted his written addresses dated the 13th May, 2025 before this court.

The brief facts of this case as derived from the evidence of the two witnesses for the Claimant are that the Defendant engaged the services of the Claimant for the facilitation and processing of an Irrevocable Standing Payment Order (ISPO) in the year 2017 from the Nigeria Police Force with an agreement to pay **30%** of the total amount for the (ISPO) amounting to the sum of **₦1,800,000,000.00**

(One Billion, Eight Hundred Million Naira) only. The evidence showed that the Claimant performed his own part of the agreement and actually secured the said Irrevocable Standing Payment Order (ISPO) and a copy of the said order was tendered and admitted in evidence as exhibit. It was further shown that in fulfilment of an agreement as to payment to the Claimant, a UBA cheque in favour of the Claimant was presented to the Bank but returned dishonoured because there was no such fund in the account of the Defendant. In effect, evidence showed that the Defendant refused to pay to the Claimant for the services rendered despite repeated demands for the Defendant to pay for the services rendered by the Claimant; hence the present suit.

In arguing his final written address, the learned counsel for the Claimant formulated two issues for determination by this court, to wit:

- (a) Whether or not the Claimant has proved her claims on a balance of probabilities to be entitled to any or all the claims sought before this Honourable court.**
- (b) Whether or not the Defendant has a defence to the claims/suit of the Claimant.**

In his submission, the learned counsel is of the view that it is the duty of the Claimant to prove her case as required by the law on a preponderance of probability. He referred to the provisions of section 131(1) of the Evidence Act 2011 and the case of **LAWRENCE V. OLUGBEMI & ORS (2018) LPELR - 45966 (CA)** where it was held that:

"Now, in Civil cases, by sections 131(1) & (2) & 132 of the Evidence Act, 2011 (as amended) the burden of proof rests on the person who desires that the court give judgment in his favour, such a person must adduce sufficient facts to prove that he is entitled to the judgment of the court. Accordingly, where such evidence is lacking or is insufficient and/or credible to sustain his claim, he would have failed to prove his case and the judgment of the court would be against him. That is what the law regards as the ultimate or legal burden of proof".

The learned counsel equally referred to the cases of **MAIHAJA V. GAIDAM (2017) LPELR - 42474 (SC)** and **BULET INT'L (NIG) LTD V. OLANIYI & ANOR (2017) LPELR - 42475 (SC)** on the same principle of the law regarding the burden of proof in Civil cases.

He submitted that in the instant suit the Claimant has placed credible evidence before this court which is reasonable and justifiable to grant the claims of the Claimant. According to him, the Claimant through the **PW1** has established that the Claimant was engaged to facilitate and secure irrevocable standing payment order (ISPO) from the Nigeria Police Force (NPF) for the Defendant with an understanding that the Claimant would be paid **30%** from the total amount which is (**One Billion, Eight Hundred Million Naira**) only. The learned counsel submitted that the Claimant through the **PW1** acknowledged that the Defendant made few payments and issued dud cheque. He urged this court to give full weight to the exhibits admitted in evidence before this court. He referred to the case of **OBONYANO V. NIGERIAN ARMY (2020) 14 NWLR (Pt. 1745)**

pg 575 on the necessity for this court to give weight to the exhibits admitted in evidence before this court.

It is also the submission of the learned counsel for the Claimant that the Defendant did not deny the existence of the agreement between him and the Claimant particularly that he will pay **30%** of the Irrevocable Standing Payment Order (ISPO) sum to the Claimant to which the Defendant issued a receipt to that effect after issuing a dud cheque to the Claimant. He submitted that it is trite law that parties are bound by their agreement. In support of this submission he referred to the case of **ONYEMENAM V. IMPERIAL HOMES MORTGAGE BANK PLC (2023) LPELR - 60149 (CA)**.

He also submitted that there is an existence of a contract between the parties wherein exist an offer, acceptance and consideration. He referred to the case of **EMEKA ENEMCHUKWU V. CHIMAROKE OKOYE & ANOR (2022) LPELR - 58890 (CA)** in support of the ingredients that constitute a valid contract. He therefore urged this Hon. Court to find in favour of the Claimant. Thus, according to him it is based on the admission by the Defendant of the claim of the Claimant but only that he has made some payments to the Claimant out of the total sum. The learned counsel in arguing the first issue distilled for determination by this court further referred to the case of **TITLOYE V. OLUPO (1991) LPELR - 24476 (CA)**, where the Apex court held that:

"Admission in the pleadings of the Respondents which could have entitled the appellants to the judgment of the court, one must look at the Respondent's pleadings as a whole and not just consider each paragraph in isolation".

On the second issue for determination the learned counsel for the Claimant submitted that where a Defendant failed to call evidence in defending the suit against him, it will be treated as abandonment. He referred to the case of **DUROSARO V. AYORINDE (2005) 8 NWLR, (Pt. 927) pg 407 at pg 425** where TOBI JSC (Rtd) held as follows:

"It is elementary law that where a Respondent fails to give evidence at the trial, his statement of defence is deemed abandoned. This is because pleading by their nature and character cannot speak. They speak through witnesses and so long as a party refuses or fails to call witnesses to articulate their content, they remain dormant process in the court's file. As a matter of law, they are moribund and no court of law is competent to resuscitate or revive them".

The learned counsel finally urged this court to discountenance with whatsoever process that was filed by the Defendant and enter judgment in favour of the Claimant, the Defendant having abandoned his case. He equally urged the court to hold that the Claimant has proved its case against the Defendant to be entitled to the judgment of this court.

In considering the merit of this case, it will be in the interest of justice to adopt the two (2) issues formulated by the Claimant but in the following manner, that is:

- (a) Whether or not the Defendant has a defence to the claims/suit of the Claimant.**
- (b) Whether or not the Claimant has proved her claims against the Defendant on a balance of probabilities to**

be entitled to any or all the reliefs sought before this Honourable court.

To substantially and adequately do justice to the instant suit, it will be necessary to peruse the content of the exhibits before this court particularly the **MEMORANDUM OF UNDERSTANDING BETWEEN BLENESON SERVICES NIG. LTD (THE CONTRACTOR) AND CONNEXION TELECOM & SOLUTIONS LTD (THE FACILITATOR/CONSULTANT)** made on 9th day of August 2017 wherein the parties agreed in paragraph 6.2.4 of the agreement as follows:

"Parties expressly agree that the success fee shall become payable and the Facilitator/Consultant shall be entitled there in as soon as the contractor signs the definite Agreement with the Nigerian Police Force the Contractor shall pay the following fee to the Facilitator/Consultant in the manner stated below; 30% of the value of the ISPO released by the Nigerian Police Force shall be paid to CONNEXION TELECOM & SOLUTIONS LTD (the Facilitator/Consultant)."

The operative word here is "**30%** of the value of the ISPO released by the Nigerian Police Force". This particular paragraph of the agreement clearly renders the suit not suitable to be determined under the undefended list as the **30%** of the value released by the Nigeria Police Force is subject to evidence as to what was released at a particular time and the possible amount that **30%** will generate at that particular time.

Indeed, from the entire evidence before this court, there is no disagreement or dispute as to the fact that the Claimant has rendered her services and the ISPO was granted to the Defendant by the Nigeria Police Force. The only dispute is as to what amount was released so far to the Defendants by the Nigerian Police Force and how much was so far paid to the Claimant. It is also not in dispute as to the fact that some amount of money was paid to the Claimant by the Defendant. The various processes filed by the parties also confirm the Memorandum of Agreement entered by the parties and duly authenticated by a Notary Public of the Federal Republic of Nigeria, **OLARINOYE ESTHER** on the 9th day of August, 2017 and 22nd day of November, 2018. This fact was confirmed in paragraph 5 of the statement of claim.

It is fundamental to restate the fact that both parties in this suit are in agreement that the Defendant actually rendered his services as requested by the Claimant which resulted in the issuance of the Irrevocable Standing Payment Order (ISPO) for the Defendant on the 29th December, 2017 with reference No. **CB: 4780/Crop/SUB. 15/Vol. 19/113**. It is also not in dispute from the available evidence that a letter dated the 9th day of January, 2018 was written by UBA to the Defendant confirming that they have indeed received an instruction from the Nigerian Police Force via its account domiciled at the Bank as Nigeria Police Cooperative Multipurpose Society Limited stating that there is an irrevocable standing payment order standing to its credit from the Nigeria Police Force. The parties are also in agreement that they executed a Memorandum of Understanding and Memorandum of Agreement dated the 9th day of August, 2017 and 22nd November, 2018 respectively and both are

relying on same. In the same vein, both parties have agreed and heavily relied upon the content of the said Memorandum of Understanding particularly paragraph 6.2.4 of the said agreement referred to in paragraphs 5 and 9 of the witness statement on oath of the Claimant.

In view of the reliance on the said documents, namely, Memorandum of Understanding dated the 9th day of August, 2017 and the Memorandum of Understanding of 22nd November, 2018, it will be in the interest of Justice to refer specifically to paragraph 6.2.4 of the Memorandum of Understanding of 9th day of August, 2017 wherein the parties agreed as follows:

"The contractor shall pay the following fee to the Facilitator/Consultant in the manner stated below; 30% of the value of the ISPO released by the Nigerian Police Force shall be paid to CONNEXION TELECOM & SOLUTIONS LTD (The Facilitator/Consultant)."

Furthermore, by the content of paragraph 8.2 of the above-mentioned agreement the parties agreed that:

"It is hereby agreed by the parties that no party shall be deemed to be in breach of this Agreement or otherwise liable to the other party by reason of any delay in performance or non - performance of any of its obligation here under to the extent that the delay or non - performance is due to any force-majeure of which it has noticed the other party and the time or performance of that obligation shall be extended accordingly".

Similarly, in the second agreement referred to by the Claimant dated the 22nd November, 2018 particularly paragraph 6.2.2 states that:

"The contractor shall pay the following fee to the Facilitator/Consultant in the manner stated below; 30% of all funds paid by the Nigerian Police Force into the contractor's account from now hence forth should be paid into the Facilitator/Consultant's account (CONNEXXION TELECOM SOLUTIONS LTD) immediately".

The Claimant in paragraph 8 of his witness statement on oath deposed to the fact that a copy of the UBA cheque dated the 5th day of August, 2018 issued by the Defendant to the Claimant shall be relied upon at the trial of this suit. However, the same parties duly executed another Memorandum of Understanding dated the 22nd day of November, 2018 still in respect of the same subject matter of the payment of **30%** of ISPO as shall be released or paid to the Defendant. Unfortunately, too, there is no contrary evidence before this court from the Defendant to the effect that the entire or the whole money has not been released or paid to the Defendant. The implication of the new agreement between the parties after the above-mentioned cheque dated the 5th day of August 2018 was dishonoured by the UBA is that the said cheque is no longer in issue. In addition, the content of Exhibits B also confirms the fact that the Nigerian Police Force made an undertaking to be remitting the sum of **₦50,000,000.00** (Fifty Million Naira) only monthly with effect from January, 2018 which was said to remain in force for a period of 120 Months. In a Reply to the Defendant's statement of defence, in paragraph 16 the Claimant states that the Defendant was indebted to the Claimant less the amount which has been paid and failure to

pay the total sum for the services rendered to the Claimant which is facilitation of issuance of an Irrevocable Standing Payment Order (ISPO) led to the institution of this current suit before the court.

In the same vein, in paragraph 3 of the Claimant's Reply to the Defendants statement of defence, the Claimant states as follows:

"The Claimant in reaction to paragraph 2(e) and (f) of the Defendant statement of defence states that the Irrevocable Standing Payment Order was facilitated and secured for the Defendant. Moreso, after the conclusion of the contract between the Claimant and the Defendant which was to facilitate and secure the ISPO, the Defendant proposed a mode of payment for the job already done by the Claimant which culminated in the Memorandum of Agreement."

This court has taken the pains to scrutinise the entire writ of summons, the statement of claim, witness statement on oath as well as the exhibits so as to elicit the main issues between the parties. It is not in doubt that failure of the Defendant to give evidence in support of his pleadings rendered the content of his pleadings incapable of constituting evidence to be relied upon by the court. This was the reasoning of the Supreme Court in the case of **FEDERAL CAPITAL DEVELOPMENT AUTHORITY V. ALHAJI MUSA NAIBI (1992) 1 ABUJA LAW REPORTS, pg 82 at pg 83 (SC, 190/1989)** where it held thus:

"Pleadings cannot constitute evidence and a Defendant who does not give evidence in support of his pleadings or in challenge of the evidence of the Claimant is deemed to have

accepted the facts adduced by the Claimant notwithstanding his general traverse."

In the instant case, as stated in the preceding part of this judgment, the Defendant filed their processes which include the statement of defence, witness statement on oath and exhibits and abandoned same and in fact failed/refused to proffer any evidence in support of the pleadings he filed before the court.

This notwithstanding, it is the duty of the Claimant to prove his case as required by the law. Thus, in the case of **CORPORATE AFFAIRS COMMISSION V. UZOMAH IBEGBULUM (carrying legal practice under the name and style UZOMAH IBEGBULEM & CO. (2019) 3 ABUJA APPEALS QUARTERLY REPORTS pg 70 at pages 76 - 77 Ratios 7 and 8,** it was held that:

Ratio 7: "Civil cases are determined on preponderance of evidence and balance of probabilities and he who asserts a fact must prove that fact with credible evidence that is relevant to the matter in controversy, not evidence that is irrelevant and inconsequential to the success of the claim".

Ratio 8: "In our adversarial system of adjudication, it is the practice and the law that the Claimant should first lay his complaints before the court by filing his pleadings. Next is that, where issues have been joined with him by the Defendant, then he shall go ahead to call evidence to establish each and everyone of the averments and the evidence must tally. They go together they are inseparable twins. They either survive together or perish together

where there is an averment which has no corresponding evidence, it is deemed abandoned where there is evidence but there is no supporting averment, it is a worthless evidence".

In addition to the requirement that the Claimant must prove his case on the basis of credible evidence, it is equally the position of the law that he must not rely on the weakness of the Defendant's case. This was also restated in the case of **ATANDA V. AJANI (1989) 3 NWLR (Pt. 111) pg 511 at pg 533 - 534 paras H - A** where the Supreme court held that:

"A party must prove its case on the strength of its own evidence and not rely on the weakness of the opponent's case".

In the present case, the Defendant failed to call any witness to give live to the content of the statement of defence and the witness statement on oath or even the exhibits attached to the said processes. The Defendant clearly abandoned his defence leaving this court with only the evidence of the Claimant. The issue of the dud cheque is also revealing and lend credence to the Claimant's position. Again, the content of Exhibit **B** clearly confirms that the promise/undertaking by the Nigerian Police Force to be remitting the sum of **₦50,000,000.00** (Fifty Million Naira) only monthly with effect from January, 2018 which was said to remain in force for the period of 120 Months is instructive.

Finally, this court cannot manufacture evidence on behalf of any of the parties and can only come to a conclusion on the basis of what is before it.

In the absence of any contrary evidence to what is before this court, the Claimant has satisfied its entitlement to the relief sought and Judgment is hereby entered for the Claimant. Accordingly, the Claimants claim for the sum of **₦1,800,000,000.00** (One Billion, Eight Hundred Million Naira) only said to be the amount owed the Claimant for the consultancy services rendered to the Defendant is hereby granted.

The **10%** interest on total amount of indebtedness from the date of judgment until full liquidation is so granted.

**SIGNED:
HON.JUDGE
19/11/2025**

APPEARANCE:

*Olatunde Ojaomo, Esq, holding the brief of Tosin Ojaomo, Esq, for the Claimant
Defendant is absent and not represented*