

**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/7913/2023
DELIVERED: ON THE 08/12/2025**

BETWEEN:

LAMONDE NIGERIA LIMITED.....CLAIMANT

AND

PRINCE AND PRINCESS PROPERTIES NIGERIA LTD.....DEFENDANT

JUDGMENT

The Claimant herein alleges that sometime in June, 2019, the Defendant, which is a Company registered under the Companies and Allied Matters Act approached it with an offer of sale of certain properties which the Claimant agreed to purchase.

That parties negotiated the price for the properties which are more particularly described as follows:

- (1) 10 No. 5 Bedroom Duplex - ₦68,000,000 each**
- (2) 10 No. 4 Bedroom Duplex - ₦52,000,000 each**
- (3) 10 No. 4 Bedroom Terrace - ₦46,000,000 each**
- (4) 10 No. 3 Bedroom Terrace - ₦38,000,000 each**
- (5) 10 No. 3 Bedroom Flat - ₦18,000,000 each**
- (6) 10 No. 2 Bedroom Flat - ₦16,000,000 each**

It is the case of the Claimant that parties being ad-idem on the purchase price, the Claimant paid the sum of **₦2,480,000,000** (Two Billion, Four Hundred and Eighty Million Naira) only to the Defendant which the Defendant acknowledged receipt of on 3rd June, 2019.

That the Defendant failed to deliver up the possession of the properties as agreed hence this action. The Claimant by a Writ of Summons and Statement of Claim dated and filed the 12/10/2023 approached this Court and sought for the following reliefs:

(1) *An Order of Declaration that having received full contractual value from the Claimant, for purchase of subject matter to wit:*

a. 10 No. 5 Bedroom Duplex - ₦68,000,000 each

b. 10 No. 4 Bedroom Duplex - ₦52,000,000 each

c. 10 No. 4 Bedroom Terrace - ₦46,000,000 each

d. 10 No. 3 Bedroom Terrace - ₦8,000,000 each

e. 10 No. 3 Bedroom Flat - ₦18,000,000 each

f. 10 No. 2 Bedroom Flat - ₦16,000,000 each

Abuja, in accordance with the Defendant's letter of acknowledgement/Receipt dated 3rd June, 2019, the Defendant is under a contractual duty to complete and deliver to the Claimant the said 10 No. 5 Bedroom Duplex, 10 No. 4 Bedroom Duplex, 10 No. 4 Bedroom Terrace, 10 No. 3 Bedroom Terrace, 10 No. 3 Bedroom Flat, 10 No. 2 Bedroom Flat.

(2) *An Order of Specific performance of subject contract for sale of 10 No. 5 Bedroom Duplex, 10 No. 4 Bedroom Duplex, 10 No. 4 Bedroom Terrace, 10 No. 3 Bedroom Terrace, 10 No. 3 Bedroom Flat, 10 No. 2 Bedroom Flat, Abuja or refund of the sum of ₦2,480,000,000 (Two Billion, Four Hundred and Eighty Million Naira) only and accrued interest at 13% per annum from June, 2021 to date of Judgment and 15% per annum of*

entire Judgment sum from date of Judgment till date of defrayment.

*(3) The Sum of **₦130,000,000** (One Hundred and Thirty Million Naira) only being yearly loss of use of subject 10 No. 5 Bedroom Duplex, 10 No. 4 Bedroom Duplex, 10 No. 4 Bedroom Terrace, 10 No. 3 Bedroom Terrace, 10 No. 3 Bedroom Flat, 10 No. 2 Bedroom Flat, Abuja, from 3rd June, 2021 when delivery ought to have been made to date of Judgment.*

*(4) Cost of action/suit in the sum of **₦50,000,000** (Fifty Million Naira) only.*

The writ was served on the Defendant in line with law and procedure. The Defendant upon service filed its statement of Defence. At the close of pleadings, the matter was set down for hearing.

The Claimant called two witnesses viz, Amen Rochas, the Operational Manager of the Claimant's Company and Mr. Raphael Onwuzuligbo, a forensic expert.

The case of Claimant as testified by its Operational Manager (Amen Rochas) as introduced in the preceding part of this Judgment is that parties being ad-idem on the purchase price, the Claimant paid the sum of **₦2,480,000,000** to the Defendant which the Defendant acknowledged on the 03/06/2019.

That the Defendant's covenant to deliver subject Houses on or before the 03/06/2021 and the Defendant guaranteed refund to the Claimant of the said **₦2,480,000,000** with all accrued interest if the Defendant failed to deliver the said properties on the said date.

The Claimant avers that, the Defendant failed/neglected to deliver the said Houses and demand Notice was made to the Defendant but same was not honoured.

That the Claimant has lost annual rental value of the properties which is as follows:

10 No. 5 Bedroom Duplex **₦4,000,000** per unit, 10 No. 4 Bedroom Duplex **₦3,000,000** per unit, 10 No. 4 Bedroom Terrace **₦2,000,000** per unit, 10 No. 3 Bedroom Flat **₦1,500,000** per unit, 10 No. 2 Bedroom Flat **₦1,000,000** per unit totally **₦130,000,000** per annum.

The Claimant tendered the following documents in evidence, to wit:

- (1) Forensic Report Analysis by PW2**
- (2) Data page of the passport No. B50103444 issued to Ukachukwu Nicholas Chukwujekwu**
- (3) Defendant's letter dated 19/12/2022**
- (4) Defendant's letter dated 19/12/2022**
- (5) Power of Attorney by C. J. Lawrence Investment Ltd and Prince and Princess Properties Ltd**
- (6) Memorandum and Articles of Association of the Defendant**
- (7) Form CAC 7**
- (8) Acknowledgment copy of the Solicitor's letter**
- (9) Document titled Receipt/Acknowledgment dated 03/06/2019.**

All these documents were tendered and admitted in evidence as Exhibits **C1 to C9** respectively.

The witnesses for the Claimant were duly cross-examined by the learned Counsel for the Defendant and were discharged.

The Defendant on its part opened its defence with Mr. Igbah Benard Daniel, the Administrative Officer of the Defendant Company testifying

as a sole witness and a subpoenaed witness from the office of the Deputy Inspector General of Police, Force Criminal Investigation.

The case of the Defendant is that, it does not have knowledge of the properties mentioned by the Claimant and insists that no offer was made to the Claimant, no money was collected, no acknowledgment was sent, and no contract of sale entered into. That the signatures on the alleged acknowledgment receipt are not those of any Company's Directors.

That the Defendant has standard process for property transactions, which includes issuing an offer letter, acceptance of offer, payment of consideration and issuance of allocation paper. The process, according to the Defendant, was not followed in the purported transaction.

The Defendant tendered the following documents in evidence, to wit;

- (1) Board Resolution of the Defendant**
- (2) Sample letter of allocation**
- (3) Acknowledgment letter**
- (4) Cash receipt**
- (5) Subpoena**
- (6) Forwarding letter.**

All these were admitted as Exhibit **D1, D2, D3, D4, SX1** and **SX2** respectively.

The Defendant's sole witness and the subpoenaed witness were cross-examined and discharged to give way for filing and adoption of final written addresses.

Learned Counsel for the Defendant in its Final written address, formulated three (3) issues for determination, to wit:

- (1) Whether from the totality of evidence, there was a contract between the Claimant and the Defendant.**
- (2) Whether the Plaintiff is entitled to the granting of the reliefs sought before this Hon. Court against the Defendant.**
- (3) Whether the signatures on the alleged acknowledgment receipt are those of any directors of the Defendant's Company.**

Learned Counsel argued the above issue succinctly citing relevant case laws in urging the Court to dismiss this suit in the interest of justice.

On the part of the Claimant only one issue was formulated for determination, to wit; *“whether the Claimant has proved its case on the balance of probability so as to be entitled to any or all the reliefs sought in this suit”*.

Learned Counsel submitted that from the evidence available before the Court, it is obvious that the Claimant is entitled to the reliefs sought.

The Defendant replied on points of law, wherein it submitted that the Claimant has failed woefully in proving its case before the Court.

On the part of the Court, I have gone through the case of the Claimant as aptly presented by PW1 and PW2 with the documents tendered on the one hand, equally I have gone through the case of the Defendant as testified by DW1 and the subpoenaed witness on the other hand. Similarly, I have read carefully the elaborate written addresses of Counsel to both the Claimant and the Defendant in this case. I shall therefore, make references to the said written addresses when need be in arriving at the justice of this case.

In my view, the following two issues are up for determination, to wit:

- (1) Whether from the totality of evidence, particularly the acknowledgment receipt (Exhibit C9), there was a contract between the Claimant and the Defendant.**
- (2) Whether the Claimant is entitled to the granting of the reliefs sought before this Court against the Defendant.**

It is trite law that parties to a contract are bound by the terms of that contract. The duty of the Court is to give effect to such terms to protect the sanctity and the autonomy of contracts in the public interest. See **AZUBUIKE & ANOR VS. GOVERNMENT OF ENUGU STATE (2013) LPELR 20381 (CA)**.

It is the law that in all contracts, there are five (5) ingredients that must be present for it to be a valid contract: they are offer, acceptance, consideration, intention to create Legal relationship and capacity to contract. All these five ingredients are essential and a valid contract cannot be formed if any of them is absent. See **WAYMAKER PROPERTIES LTD VS. JANAU & ORS. (2021) LPELR 54481 (CA)**.

Having the above authorities in mind, could it be said that, the Claimant and the Defendant entered into a contract of sale as alleged by the Claimant in its claim.

I would want to reiterate the position of the law to the effect that the onus of proof in a civil matter lies first on the Claimant, to establish his case upon a preponderance of evidence to the satisfaction of the trial Court entertaining the case. See **OKOYE VS. NWANKWO (2014) LPELR 23172 (SC)**.

The Claimant in proof of its case called two witnesses as earlier stated and tendered various documents in evidence. The importance of

documentary evidence in a legal proceeding cannot be over emphasized. They serve as the best form of evidence in proof of a party's claim before a Court. See **AERO CONTRACTORS CO. OF (NIG) LTD VS. DARAMOLA (2023) LPELR 60767 (CA)**. Documentary evidence also, is used as a hanger from which to test the veracity of the oral testimonies. See **ADESEYE VS. TAIWO (1956) 1 FSC 84**.

The Claimant tendered Exhibit **C9** which is a document titled "Acknowledgment/Receipt dated 03/06/2019 bearing the Company seal of the Defendant.

The said Exhibit **C9** is headed Prince & Princess Properties Limited dated 03/06/2019. For clarity purpose, paragraphs 1 and 2 of the letter read thus;

Paragraph 1

"This is to certify the receipt of the total sum of ₦2,480,000,000 (Two Billion, Four Hundred and Eighty Million Naira) only, from Lamonde Nigeria Limited being payment for:

- (1) 10 No. 5 Bedroom Duplex - ₦68,000,000 each***
- (2) 10 No. 4 Bedroom Duplex - ₦52,000,000 each***
- (3) 10 No. 4 Bedroom Terrace - ₦46,000,000 each***
- (4) 10 No. 3 Bedroom Terrace - ₦38,000,000 each***
- (5) 10 No. 3 Bedroom Flat - ₦18,000,000 each***
- (6) 10 No. 2 Bedroom Flat - ₦16,000,000 each***

Paragraph 2

"We hereby guarantee to deliver the Houses on or before the 3rd June, 2021, failure for which we hereby guarantee the refund of ₦2,480,000.00 (Two Hundred and Eighty Million) only to Lamonde Nigeria Limited with all accrued interest."

The said letter was signed by Director and Secretary of the Defendant and Director and Secretary of the Claimant.

The Defendant in its written address objected to the admissibility of the said Exhibit **C9** on the grounds that the said document was not signed by an authorized or known person in the Company. The identity of the persons who signed the column for Prince and Princess properties Limited is not known by Law. And that the said Exhibit failed to identify the subject matter of the property.

The law is that in a proper contract document where one of the parties is an incorporated Company, the attestation clause should be that the seal of the Company is affixed in the presence of the witness. Without the common seal being affixed, there is nothing to witness and the Director and Secretary signing as witness as it appears without seal is invalid. See **HASSAN VS. VIXEN ENT. (NIG) LTD & ANOR (2015) LPELR 40357 (CA)**.

I have seen Exhibit **C9**, the seal of both the Defendant and the Claimant were duly affixed in line with law and procedure. Indeed, Company being an artificial person and a legal and juristic entity, can only act through natural persons such as its alter ego, officers, servants or agents. See **KATE ENT. LTD VS. DAEWOO NIG. LTD (1985) 2 NWLR (Pt. 5) 116**.

A contract entered into by the Director or Managing Director of a Company in name of the Company and acting in his official capacity for the Company, incurs no personal liability under the contract, unless of course, there is evidence that he undertook personal liability in making the contract. See **LENNARDS CARRYING CO. LTD VS. ASIATIC RETROLEU CO. LTD (1915) AC 7055**.

The Claimant tendered Exhibit CAC7 (Particulars of Directors) of the Defendant dated 19/07/2013 to show the Directors of the Defendant. I have seen the name of one Prince C. N. Ukachukwu as one of the Directors of the Defendant.

The Claimant's witness (Amen Rochas) in paragraph 11, 12 and 13 of his written statement on oath before the Court which was adopted stated as thus:

Paragraph 11

“That the acknowledgment receipt by which the Defendant Certified receipt of the consideration sum of ₦2,480,000,000 (Two Billion, Four Hundred and Eighty Million Naira) was duly signed by Prince Chukwujekwu Nicholas Ukachukwu (also known as Prince C. N. Ukachukwu) who was the Managing Director, Chief Executive Officer and alter ego of the Defendant/Company as at 3rd June, 2019 and up till date.”

Paragraph 12

“That the Defendant was incorporated on February 28th, 1996 and as at 3/6/2019 had Prince C. N. Ukachukwu as Managing Director and Princess C. Ukachukwu and Prince C. N. Ukachukwu (Jnr), as Director of the Company.”

Paragraph 13

“That Prince C. N. Ukachukwu, the signatory to the acknowledgment/Receipt dated 03/06/2019, is the same person as the signatory to the Certified True Copy (CTC) of the Defendant's Corporate Affairs Commission forms and other undisputed documents.....”

*It is instructive to state here that all these assertions by the Claimant were not disputed or contradicted during Cross Examination. The law is that the effect of failure to Cross Examine a witness upon a particular matter is a tacit acceptance of the truth of the evidence of the witness. See **GAJIDORS VS. PAYE (2003) LPELR 1300 (SC)**.*

The Defendant in paragraph 5.15 of its written address stated that it has alleged forgery of the signature in Exhibit C9.

The burden and standard of proof in cases of forgery is like in criminal matter even where it is alleged in a civil matter. The onus is on the person who alleged to prove the allegation of forgery. The standard is of proof beyond reasonable doubt. See **HON. MINISTER OF THE FCT VS. VIVIANNE LTD (2022) LPELR 58819 (CA)**.

The law is clear that a denial of the documents does not mean or imply that the documents were forged. For the Defendant to allege forgery and a Court to take such allegation seriously, there must be clear and specific pleading alleging and cogent evidence establishing same. A forgery being a criminal offence must be specifically pleaded and proved before a trial Court can act on its allegation. The fact that there is no specific pleading of allegation of forgery against the Claimant, there is no need to call for an evidence as the law is clear that evidence not backed by pleadings is of no moment. See **MINISTER OF THE FCT VS. CHANNEL PETROLEUM CORPORATION LTD (2022) LPELR 58863 (CA)**.

The Defendant throughout its statement of Defence before the Court failed to particularize the alleged forgery of the said Exhibit C9 and did not plead particulars of their alleged forgery. However, the Defendant subpoenaed witness (SP Samuel Odeh) who testified for the Defendant as forensic expert stated that he did some analysis of signatures allegedly

belonging to Prince C. N. Ukachukwu. The Subpoenaed witness testified before the Court that, he is in the service of Nigeria Police Force and therefore a Public Servant.

The question is does, SP Samuel Odeh qualify as an expert witness?

Who is an expert? What qualifies a person as an expert? In **SOWEMIMO & ANOR VS. STATE (2004) 11 NWLR (Pt. 885) page 515, Niki Tobi, JSC (of blessed Memory)** had this to say on this point:

“In Wamba Vs. Kano State Authority (1965) NWLR 15, it was held that in certain cases, evidence of opinion of an expert is relevant but he must be called as a witness and must state his qualification and satisfy the Court that he is an expert on the subject in which he is to give opinion and he must state clearly the reasons for his opinion.”

The Court must be satisfied that a witness being put forward as an expert is indeed an expert. It behooves on such witness to convince the Court by stating convincingly his qualifications and experience. As to whether or not a witness is an expert in an area is a question of for the Judge to decide. See **PRODECO INTERNATIONAL LTD VS. TEXOLAND INTERNATIONAL NIG. LTD (2020) LPELR 51146 (CA)**.

It is the Judge who decides whether or not a witness is an expert and the Judge does so on the basis of the knowledge and skill of the witness. **GUNDIRI VS. NYAKO (2014) 2 NWLR (Pt. 1391) 211.**

Here, I am satisfied that both PW1, Raphael Onwuzuligbo and the SP Odeh are qualified forensic Document Examiners. The latter is a retired police officer with vast experience in the profession, now in private practice, while the former is also a police officer still in service. The two

experts have made conflicting assessments on the authenticity of exhibit C9 (Acknowledgment/Receipt). Whereas PW1 reports that the Document was signed by Prince C. N. Ukachukwu, a Director of the Defendant, it was the finding of SP Odeh that the signature of Prince Ukachukwu was a simulation, a forgery.

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)***.

I have considered evidence of PW1 and the Subpoenaed witness who are both expert evidence in favour and against the case, being conflicting expert evidence, it is pertinent for this court to look at and consider other evidence adduced before the court to unravel the authenticity of Exhibit C9.

The Defendant in its written address submitted that there was no evidence of a transaction that occurred between the Claimant and the Defendant as no evidence led by the Claimant showing the sum of

₦2,480,000,000 (Two Billion, Four Hundred and Eighty Million Naira) was advanced to the Defendant.

The Claimant however, contended that the disputed Exhibit **C9** has already clearly shown that the Defendant acknowledged the receipt of the above sum of money. Similarly, by Exhibit **C3**, titled *Authority to collect the Certified True Copy of the Right of Occupancy (R of O)* addressed to the Director, Department of Land Administration, the Defendant mandated the representative of the Claimant, Uchenna George, Kingsley Okpala-Unegbu to collect Right of Occupancy on its behalf. The data page of the Managing Director of the Defendant Ukachukwu Nicholas Chukwujekwu issued to the Claimant as requirement to collect the R of O was tendered as Exhibit **C2**.

To further established that there exists a valid transaction between the parties, the Claimant tendered Exhibit **C5** which is Power of Attorney made between C. J. Lawrence Investment Ltd and Prince & Princess Properties Ltd in respect of Plot No. **985** and adjoining Plots **986** and 411 within A. O. Central Area, Abuja with Certificate of Occupancy No. **FCT/AIU/MISC/12354**.

The Claimant contended that, the properties comprises of 10 No. 5 Bedroom Duplex, 10 No. 4 Bedroom Duplex, 10 No. 4 Bedroom Terrace, 10 No. 3 Bedroom Terrace, 10 No. 3 Bedroom Flat, 10 No. 2 Bedroom Flat are built on the above plot.

On the contention of the Defendant that the Claimant failed to describe the location of the properties, the Defendant's counsel submitted that the Claimant's claim is false and unsubstantiated. The Defendant tendered Exhibit **D1**, **D2**, **D3** and **D4** to vividly show the ordinary nature of the Defendant's business, the style of signature with names of Directors.

I must state here that Exhibit **D1** is a Company Resolution of the Defendant dated 23/02/2018. The Document is meant to prevent any unauthorized sale of the properties of the Defendants by its members or officers.

Also, in evidence is Exhibit **D2** which is a letter of allocation, directed to one Miss Olayinka Olubajo showing Allocation Letter of the Defendant offered in the sale of its property. Whereas Exhibit **D4** is an unfilled cash receipt which is showing the nature of the Defendant's receipt.

From the evidence before the Court, it is obvious that the only proof of the existence of a contract of sale of the properties in issue is Exhibit **C9**. Also, Exhibits **C2** and **C3** are meant to authenticate the signatures on Exhibit **C9**, which is disputed.

The pertinent question to address here is whether there exists a contract for the sale of the properties between the parties.

It is the contention of the Defendant that it did not enter into the alleged contract. It demanded of the Claimant proof of the payment of the purported sum stated. The Claimant sadly did not prove payment of the money. PW2 simply said he does not know how it was paid but claimant pay in different ways. The Defendant contended also that exhibit C9 does not state the location of the properties purchased. Looking at the exhibit C9 it is clear that no location was stated on it. PW2 in addressing the issue of location of the properties stated under cross examination that *“it does not show the exact address due to the Global Certificate of Occupancy. We were told that we would have those when perfecting the sale”*.

In another response PW2 said *“the Property is somewhere in Wasa”*

I must ask at this point if/whether Exhibit **C9** is in line with the Commercial Real Estate development practice.

PW2 (Amen Rochas) explained under cross-examination that the subject properties are Estate lands in Abuja which the Defendant is expected to identify and subsequently allocate to the Claimant, in line with Commercial Real Estate development practice.

It is instructive to note here that; the Claimant's principal relief is for the specific performance of the agreement between parties as evidenced in disputed Exhibit C9. The wordings of Exhibit **C9** is clear. The Defendant is to deliver the houses on or before the 03/06/2021, failure for which the Defendant guarantee the refund of **₦2,480,000,000** to the Claimant with all the accrued interest.

I must observe here that specific performance is an equitable remedy that compels a party to perform an obligation under a contract. For Court to grant specific performance, the Claimant must establish the existence of a valid and enforceable contract, having clear terms of the agreement. See **A MADIUME VS. IBOK (2006) 6 NWLR (Pt. 975) 158**.

After a careful consideration of the facts analysed above, it is my finding that the content of Exhibit C9 is not corroborated by evidence. The failure of the Claimant to proof payment, giving that payment is disputed strikes at the value of Exhibit **C9**. Also, the lack of an address or identification of the property make the purported agreement unclear and imprecise. The supreme court in **TSOKWA OIL MARKETING CO. (NIG) LTD V. BANK OF THE NORTH LTD (2002) LPELR-3268 (SC) (Pp. 28 paras. F-F)** held thus:

"It must be remembered that for a contract to come into being in law there must have been a definite offer by the offeror and a definite acceptance by the offeree.

It is also trite that contract must not leave anything to speculation. In the instance suit, the location of the property in issue is not provided. I do not believe the claim that parties were ad idem on a development contract as claimed. I do not also believe that a contract sought to be enforced should not be precise as to location of the property in issue.

Indeed, the initial burden of proof in a civil claim lies on the Plaintiff or Claimant and after the initial burden, in this suit it is my finding that the Claimant has not established the existence of a binding contract of sale as claimed.

From the evidence of PW2 and Exhibit C9, it is obvious that the main head of claim is not proved by the Claimant. I so hold.

From the ensuing evidence, it is obvious that the Claimant is not entitled to the Judgment of this Court. Consequently, the suit lacking in merit is hereby dismissed.

**SIGNED:
HON. JUDGE
08/12/2025**

APPEARANCE:

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

James Hope, Esq, for the Defendant