

**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/2158/2025
DELIVERED ON THE 11/11/2025**

BETWEEN:

MR. FRANK ITAKA INEKECLAIMANT

AND

1.HON MINISTER OF FEDERAL CAPITAL TERRITORY 2. FEDERAL CAPITAL DEVELOPMENT AUTHORITY 3. FEDERAL CAPITAL TERRITORY ADMINISTRATION 4.ABUJA GEOGRAPHICAL INFORMATION SYSTEM (AGIS)	}	DEFENDANTS
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JUDGMENT

The Claimant alleged that the 1st Defendant on the 12/8/2004 allocated Plot No. 1123 of about 1000m² within Cadastral Zone B02, Wuye District Abuja covered by file No. K9 20008 to him and based on the statutory right of occupancy granted to the Claimant in respect of subject matter, site plan was subsequently issued to him showing the actual measurement of the plot.

That the Defendants demanded for ground rent and statutory right of occupancy in respect of the Plot from the Claimant and same was paid promptly. That after the payment, application for development plan approval was made and was informed that the land is encroaching on the corridor of an interceptor sewer line and that new plot would be allocated.

That the Defendant revoked the plot on the 24/6/2021 with the assurance of issuing him with a new statutory right of occupancy reflecting the

new plot number and the reviewed size but did not fulfilled the obligation despite several letters and visitation.

The Claimant then took out a Writ of Summon under the Originating Summons dated and filed the 5/6/2025 and raised the following questions for determination to wit;

- (1) Whether the non-reissuance of Statutory Right of Occupancy in respect of Plot No. 1123 within Wuye (B02) District with file No. K9 2008 does not amount to breach of contract.**
- (2) Whether the Claimant is not entitled to re-issuance of Statutory Right of Occupancy in respect of Plot No. 1123 within Wuye (B02) District Abuja with file No. KG 20008.**
- (3) Whether the Claimant is not entitled to damages as a result of an undue delay in the re-issuance of the Statutory Right of Occupancy in respect of Plot No. 1123 Wuye (B02, District Abuja with file No. KG 20008, which has occasioned significant increase in the cost of developing the subject matter.**

And in the event, the court resolves the questions in his favour, the Claimant seeks the following reliefs from the Court;

- (1) A declaration that the Claimant is entitled to a new statutory Right of Occupancy reflecting the new plot number and the reviewed size, resulting from the revocation of the Claimants' statutory Right of Occupancy in respect of Plot No. 1123 within Wuye (B02) District Abuja covered with file No. K9 20008 on the 24/6/2021.*

- (2) *An Order directing the Defendants to issue the Claimant with a new statutory right of occupancy reflecting a new plot number and a reviewed size, resulting from the Defendants revocation of the Claimant's Statutory Right of Occupancy in respect of Plot No. 1123 within Wuye B02, District Abuja covered with file No. KG 20008 on the 24/6/2021.*
- (3) *An Order directing the Defendants to pay the Claimant the sum of Three Hundred Million Naira (N300,000,000) only for breach of contract and delay in issuing the Claimant with a new Statutory Right of occupancy to reflect the new plot number and a reviewed size, resulting from the Defendants revocation of the Claimants statutory right of occupancy in respect of Plot No. 1123 within Wuye (B02) District Abuja covered with file No. KG 20008 since the 24th day of June, 2021.*
- (4) *The sum of Two Million Naira (N2,000,000) only being the cost of this suit.*
- (5) *10% interest on the Judgment sum from the date the Judgment is delivered till the Judgment sum is liquidated.*

The Defendants who were served with the originating summons filed a motion No. M/1615/2025 for extension of time to file their statement of defence. However, same was granted but the process filed by the Defendants is incompetent.

The Claimant in line with law adopted the originating writ on the 8/10/2025 to give way to this Judgment.

As introduced in the preceding part of this Judgment, the Claimant avers that he was allotted plot No. 1123 of about 1000m² in Wuye District Abuja, a site plan was subsequently issued to him showing the actual measurement of the plot. And all money demanded by the Defendants were paid.

The Claimant avers that when he applied for development on the subject matter, he was informed that the plot was encroaching on the corridor of an interceptor sewer line and that arrangement is being made to issue him with new title document to allow the corridor of the sewer line passing through the plot removed from the allocation.

The Claimant was thereafter advised to confine his development activities on the plot to the area that does not have any encroachment.

The Claimant stated that the Defendants revoked the plot on 24/6/2021 with an assurance of issuing him with a new statutory right of occupancy reflecting the new plot number and the reviewed size but has failed to do so till now.

That the Claimant having paid for the statutory right of occupancy in the sum of N5,198,512.73 has entered into a legal relationship with the defendant and revoking the said statutory right of occupancy since the 24/6/2021 amount to breach of contract.

The following documents were annexed to the originating writ;

- (1) Offer of statutory Right of Occupancy**
- (2) Site plan**
- (3) Demand for ground rent**
- (4) Revenue collection receive**

- (5) Application for clearance on plot 1123 Wuye District, Abuja**
- (6) Notice of revocation and**
- (7) Solicitor letter to the Defendants**

In line with law and procedure, a written address was filed, wherein, the following issues were formulated for determination, to wit;

- (1) Whether the non-reissuance of Statutory Right of Occupancy in respect of plot No. 1123 within Wuye (B02) District Abuja with file No. KG 20008 does not amount to breach of contract.***
- (2) Whether the Claimant is not entitled to re-issuance of statutory Right of Occupancy in respect of Plot No. 1123 within Wuye (B02) District, Abuja with file No. KG 20008.***
- (3) Whether the Claimant is not entitled to damages as a result of an undue delay in the re-issuance of statutory Right of Occupancy in respect of plot No. 1123 Wuye (B02) District Abuja with file No. KG 20008, which has occasioned significant increase in the cost of development of the subject matter.***
- (4) Whether the Hon. Minister of FCT failure to allocate another right of occupancy for the remaining part of the plot constitutes a breach of duty or promise made to the Claimant.***

In arguing the issues, learned Counsel submitted that there exists a binding contract between the Claimant and Defendants and therefore, counsel urged the court to grant all the reliefs sought.

As stated earlier, the Defendants did not file any counter affidavit but urged the Court to direct parties to file pleadings as issues raised by the Claimant cannot be determined through originating summons.

On the part of Court, I have gone through the case of the Claimant as aptly stated in the affidavit in support of the originating summons and I have equally perused through the documents annexed to the writ and also read carefully the written address of the Claimant before the Court.

The law is trite that an uncontroverted averment contained in pleadings is deemed to have been admitted. See **MORENIKEJI VS. ADEGBESIN (2003) 8 NWLR Pt. 823 pg. 612.**

It is not the law that the Court must at all time accept and use unchallenged and uncontroverted evidence, hook, line and sinker or as a matter of course, enter Judgment for a party giving the evidence. The Court still has the duty to assess such evidence along with the claim made in respect of which it was given and be satisfied of its credibility and sufficiency before entering Judgment. See **ADELEKUN VS. ORUKU (2006) All FWLR (308) 1360 at 1373.**

It must be borne in mind that the Claimant's action was brought vide originating summons. Indeed, originating summons as a process has its own peculiarities which are geared towards expeditious determination of the cause of the parties which cause is not burdened by facts that are likely to be in dispute. It is a method of commencing an action where the sole or principal question in issue is or likely to be directed to the construction of a written law, the constitution or other documents or other questions of law.

In other word, originating summon is used for non-contentious actions or matter that is, those actions where the facts are not likely to be in dispute. All the Court need to do is to proceed to hear and determine the suit by deducing inferences from the affidavit evidence filed by the parties. See **INCORPORATED TRUSTEES OF CATHOLIC DIOCESS OF EKITI STATE VS. A. G. EKITI STATE (2018) LPELR 43510 (CA)**.

Where the Defendant fails to file a defence, it is difficult to see the need to order parties to file pleading as prayed by the Defendant's counsel. The application for parties to file pleadings is to my mind untenable and hereby refused.

As stated in the preceding part of this Judgment, the Claimant has formulated three issues for determination in his written address filed alongside the originating summon. I hereby adopt issue No. 1 (one) formulated by the Claimant as issue for determination in this case, to wit:

Whether the non-reissuance of statutory Right of Occupancy in respect of plot No. 1123 within Wuye (B02) District, Abuja with file No. KG 20008 does not amount to breach of contract.

It is trite law that where parties voluntarily enter into an agreement, the Court must respect the choice of the parties and give effect to the intention of the parties as expressed in the plain words used by them in the contract.

It must be reiterated here further that the Court must treat as sacrosanct the terms of an agreement freely entered into by this parties. This is because parties to a contract enjoy their freedom to contract on their own

terms so long as same is lawful. The terms of a contract between the parties are clothed with some degree of sanctity and if any question should arise with regard to the contract, the terms in any document which constitute the contract are invariably the guide to its interpretation. See **AGU & ANOR VS. ERICHMAN LTD & ANOR (2021) LPELR 62081 (CA)**.

The Claimant in paragraph 7 of the affidavit in support of the originating summons stated that the 1st Defendant on the 12/8/2004 allocated plot No. 1123 of about 1000m² within Cadastral Zone B02, Wuye District Abuja covered by file No. KG 20008 to him.

I have seen Exhibit 'A' in evidence which is offer of statutory Right of Occupancy to the Claimant Frank Itaka Ineke in respect of the subject matter. Paragraph 1 of Exhibit 'A' reads thus:

"I am hereby directed to convey the approval of the Minister of the Federal Capital Territory of the grant of Right of Occupancy in respect of Plot No. 1123 having an area of approximately 1000m² in Cadastral Zone B03 of Wuye.

The Claimant stated that the Defendants demanded for ground rent and statutory right of occupancy fee and same was paid vide Exhibit C1, which is the Revenue Collector's receipt in the sum of N5,198,512.73.

The Claimant equally annexed Exhibit 'D' which is application for clearance on plot 1123 Wuye District Abuja. The said Exhibit 'D' was responded to by the Defendants wherein the Defendants stated in paragraph 2, 3 and 4 as thus;

Paragraph 2

“During an inspection visit to the plot, it was observed that the plot is encroaching on the corridor of the interceptor sewer line traversing the area.”

Paragraph 3

“However, you may wish to be informed that having considered or re-assessed the situation of your plot vis-à-vis the interceptor sewer in traversing the area, arrangement is being made to issue you with a new title to allow for the corridor of the sewer line passing through your plot

Paragraph 4

“You are accordingly, requested to ensure that you continue your development activities within the limit of your plot with respect to the new will be issued to you to avoid any encroachment onto the designated right of way corridor of the sewer line to allow for inspection and maintenance way in future.”

The Claimant stated that in line with the above assurances, he developed only the side permitted by the Defendants, and a letter was written to the Defendant. The said letter was annexed as Exhibit E1.

That despite the assurance of the Defendants and the letter written to the Defendants by the Claimant’s Counsel the Defendant revoked the plot on the 24/6/2021 without issuing the Claimant with new plot as promised.

The law is settled on the importance of documentary evidence before the Court, except where fraud is pleaded, documentary evidence is the best form of evidence. No oral evidence therefore shall be allowed to

discredit or contradict the contents thereof. See **OLAWOYE VS. BELLO (2025) LPELR 74475**.

From the documentary evidence before the Court, especially Exhibits A, B, C, D, E. It is obvious that there exists a contract between the Claimant and the Defendants with respect to the subject matter of litigation. It is also in evidence that the Claimant had fulfilled all the condition precedent to be entitled to either plot 1123 or the issuance of another plot.

Having determined via the documentary evidence as reproduced in the preceding part of this Judgment, that there exists a binding contract between the parties, they are bound by their agreement.

On this layout, it is obvious that the Claimant is entitled to the reliefs sought and I so hold. I hereby entered Judgment for the Claimant against the Defendants as follows:

- (1) A declaration is hereby made that the Claimant is entitled to a new statutory right of occupancy reflecting the new plot number and the reviewed size, resulting from the revocation of the Claimant's statutory right of occupancy in respect of Plot No. 1123 within Wuye (B02) District Abuja covered with No. KG 20008 on the 24/6/2021.
- (2) An Order is hereby made directing the Defendants to issue the Claimant with a new statutory right of occupancy to reflect the new plot number and a reviewed size resulting from the Defendants revocation of the Claimant statutory right of

occupancy in respect of plot 1123 within Wuye (B02) District Abuja covered with file No. KG 20008 ON 24/6/2021.

- (3) The defendants are ordered to pay the claimant N20Million Naira as damages.

I make no further order.

SIGNED:
HON. JUDGE
11/11/2025.

APPEARANCES:

Culbert Esene, Esq, for the Claimant
Defendants not in court and not represented