IN THE HIGH COURT OF JUSTICE

OF THE FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT KUBWA, ABUJA

ON THE 21ST DAY OF FEBRUARY, 2020

BEFORE HIS LORDSHIP: HON. JUSTICE K. N. OGBONNAYA

COURT 26.

SUIT NO.: FCT/HC/CV/971/16

BETWEEN:

STANBIC IBTC BANK } **----------** **PLAINTIFF**

AND

1. CHIEF PETER OJEME
2. HIRO OJE INVESTMENT LIMITED
3. DON-P COMMUNICATION LIMITED (IN RECEIVERSHIP)
4. CONSTRANET SERVICES LIMITED

} **----------** **DEFENDANTS**

RULINGS ON PRELIMINARY OBJECTION AND MOTION ON NOTICE

It is imperative to clearly state that:

As a result of the nature of responses by the parties especially by the Judgement Debtor/Applicant response, this Court had combined the

Ruling on the Preliminary Objection and the Originating Motion on Notice together in this Ruling.

So the Court findings are for both the Preliminary Objection and Originating Motion on Notice.

In this case the Court had delivered its Judgement which was by the Court entering as CONSENT JUDGEMENT of the Parties the Terms of Settlement which the Parties in this Suit voluntarily agreed to and spelt out in their own terms as soothed them as agreed in the Parties. The Court refer to the said CONSENT JUDGEMENT.

The Court has in its earlier Ruling on issues bordering on enforcement of the said Judgement in 2 of its previous Rulings referred to the Consent Judgement. In the said Consent Judgement based on the Terms of Settlement as spelt out by Parties, the Parties adopted same and only brought it before this Court for the Court to say "Amen" to the desires of the Parties hearts as so spelt out in the said Terms of Settlement.

The Terms was entered as Consent Judgement on the 12th May, 2016 – over a year and 8 months and 3 weeks before the present Originating Process was filed – 28th day January, 2019.

In the Originating Motion dated and filed on the 28th day of January, 2019 the Defendant/Applicant and Consent Judgement Debtor is seeking the following reliefs against the Judgement Creditor/Respondent.

(1) *Leave of this Court setting aside the Consent Judgement of this honorable Court dated 12th May, 2016 same having been entered without requisite consent and authority of the Applicant and same having been arrived at under misrepresentation of facts and fraud.*

(2) An Order setting aside the said Consent Judgement as stated above in Relief No.1.

(3) Leave setting aside the Writ of Attachment issued by this Court on the 6th day of March, 2017 pursuant to the said Consent Judgement now being sought to set aside, same having been issued pursuant to the Consent Judgement obtained without the requisite consent and authority of the Applicants and same having been obtained under of facts and fraud.

(4) An Order setting aside the said Writ of Attachment of 6th day of March, 2017 as stated in paragraph 3 above.

(5) An Order restraining the Respondent, its privies, agents, managers, receivers, allies or anybody corporate acting for or on behalf of or in the stead of the Respondent from enforcing or giving effect to the said Consent Judgement crow being sought to be set aside including but not hinted to the said sale or transfer of any of the properties of the Applicants particularly the properties known and described as Plot 929 CAD Zone B04, Jabi District and Plot 430 CAD B04 Jabi District, Abuja pending the hearing and determination of the substantive Suit.

(6) An Order of this Court staying the execution of the said Consent Judgement and the said Writ

of Attachment same having been issued by this Court pursuant to gross misrepresentation of facts and without the consent and authority of the Applicants.

(7) Omnibus Prayer.

The Originating Motion is based on the following grounds:

(1) That the Consent Judgement was given without invoking the jurisdiction of this Court.

(2) That 2 – 4 Applicants were completely unaware of the pendency of this Suit and are not served with the Originating Process.

(3) That the Terms of Settlement leading to the Consent Judgement were never executed by any of the Applicants on record.

(4) That this Court was misled into believing that the Applicant consented and or authorized the execution of any Terms of Settlement leading to the said Consent Judgement.

(5) That the Applicants were not aware of the said Terms of Settlement leading to the said Consent Judgement.

(6) That the content of the said Consent Judgement and the Terms under which the said Consent Judgement was reach is completely alien to the Applicants.

(7) That the 1st Applicant and a Director in the 2 – 4 Applicants was not in Nigeria during the period the said Settlement was reached and there was no authority given to a third Party to execute or act on his behalf.

(8) That this Court was misled by the Respondent into giving Judgement.

NOTE:

It is imperative to reiterate that this Court did not give any Judgement but only entered as Consent Judgement the Terms of Settlement which the Parties filed and presented before this Court.

(9) The last and 9th ground upon which the Originating Motion is based is that if the Application is refused, the Applicants would be greatly prejudiced.

He supported it with a 37 Paragraphs Affidavit. He attached documents marked as **EXH A, B, C, D & D1.**

Upon receipt of the Originating Motion which was served on it on the 29th day of January, 2019 at about 10:03am, the Respondent/Judgement Creditor filed a Notice of Preliminary Objection vehemently challenging the Originating Motion filed by the Judgement Debtor/Applicants seeking for:

(1) An Order of this Court Striking out the Originating Motion on Notice dated and filed in this Suit on January 28, 2019 as against the Plaintiff/Respondent not been initiated by due process of law and therefore the Court lacking in jurisdiction.

(2) Omnibus Prayer.

The Preliminary Objection is based on the following 2 grounds:

(1)The Suit was not initiated by due process of law.
(2) The foregoing strips the Court of the jurisdiction to entertain this Suit.

The Preliminary Objection was supported by an Affidavit of 5 paragraphs. The main fact in the Affidavit aside from the allegation

of fraud and misrepresentation as claimed by Applicant, the other thing are that the matter was brought under a wrong Rule of Court and procedure – which is by Originating Motion on Notice. That the action of the Applicants was not supposed to be brought by a Motion and as such the Applicant was not brought or initiated by due process of law.

That it will be in the interest of justice to refuse the application and uphold the Preliminary Objection and grant the Reliefs by striking out the Originating Motion on Notice.

In the 9 pages Written Address the Judgement Creditor/Respondent raised an issue for determination:

> **"Whether this Court has the jurisdiction to entertain this application."**

The Counsel for the Judgement Creditor /Respondent submitted answering the sole issue in the negative and stated that this Court lacks the jurisdiction to entertain this Suit due to the pertinent features of the case which prevents the Court from exercising its jurisdiction. She referred to the case of:

Madukolu V. Nkemdilim
(1962) 2 SCNLR 341

Hon. A – G Ondo State V. Moses Tene & Ors
(2015) LPELR – 25730 (CA).

She went on to submit that the mode of setting aside a Consent Judgement is by filing a fresh action as underscored in the case of:

1. ***Oct Edu Services Ltd V. Padson Industries Ltd & Anor CA/IL/31/2009, unreported.***
2. ***Dana Impex Ltd & Another V. Awukam & Another (2005) LPELR – 5533 (CA).***

Where the Apex Court held that the proper procedure for setting aside Consent Judgement is not by Motion but by fresh action except the Parties consent to the hearing based on Motion. She further submitted that the Defendant have not fulfilled all condition precedent to vest the Court with jurisdiction to entertain the Suit. That the present application was brought pursuant to the Rules guiding Interlocutory Application.

That the Suit must come before the Court by a due process of law to vest jurisdiction on the Court. That such action based on an allegation of fraud must come by way of Writ of Summons and not by Motion on Notice or Originating Motion on Notice. She referred the Court to the case of:

Halid Pharmaceuticals Ltd V. Solomon
(2013) LPELR – 22358 (CA).

And submitted that the present action was brought pursuant to Order 43 R.1 2018 FCT High Court Rules.

That it is obvious that Applicant instituted a fresh action by the present application vide the said Originating Motion on Notice under the Rules relating to Interlocutory Application as against filing fresh Suit as required to challenge a Consent Judgement as outlined in the judicial decisions earlier cited. She urged the Court to so hold.

She also submitted that the proper mode for the commencement of an action for a right provided for in the Constitution is by Writ of Summons. She referred to the case of:

University of Ilorin V. Idowu Oluwadare
(2006) LPELR – 3417 (SC)

She further contended that Defendants cannot seek to set aside the final Judgement of this Court by mere Interlocutory Application. She referred to the case of:

Albert Afegba V. A – G Edo State
(2001) LPELR – 193 (SC).

He urged Court to strike out the Originating Motion on Notice for being incompetent before this Court. She also cited the cases of:

Yakubu V. Jauroyel & Ors
(2014) LPELR – 22732 (SC)

High grade Maritime Services Ltd V. FBN
(1999) LPELR – 1364 (SC).

Where it held that allegation of fraud must be specifically pleaded and particulars of the fraud must be given to the Party defending the allegation, so as to understand the case he is facing and prepares his Defence.

She further submitted that the requirement of the law on discharging the burden of proof where fraud is alleged is same as in criminal cases which is beyond reasonable doubt as reiterated by the Supreme Court in the case of:

Ukeje & Another V. Ukeje
(2014) LPELR – 22724 (SC)

That where the allegation of fraud is in civil proceedings such must be pleaded and proved strictly. She referred to the case of:

Olarewaju V. Unilag & Ors
(2014) LPELR – 24093 (CA)

She urged the Court to so hold. She also referred to **Order 2 R.2 FCT High Court Rule 2018.**

She further submitted that the Defendant's Originating Motion on Notice is incompetent before this Court. That by the said Originating Motion it is obvious that Four (4) out of the Seven (7) Reliefs sought by Defendant were based on allegation of misrepresentation of facts

and fraud. She further submitted that the Defendant cannot seek to initiate the action of fraud by Motion. She relied on the case of:

Yakubu V. Jauroyel & Ors (Supra) and the plethora of cases on this issue that it is trite that where fraud is alleged, the Rule of pleading requires that the particulars of fraud should be pleaded and the same proved beyond all reasonable doubt.

She further submitted that Defendant/Respondent has instituted an incompetent action thereby robbing Court of the jurisdiction to entertain same. That the action is to stall Plaintiff/Applicant effort to enforce the Consent Judgement of the Parties entered into in this Court. She urged Court to dismiss the application in its entirety. She referred to the case of:

Dukoke V. IGP & Ors
(2011) LPELR – 4287 (CA)

He urged Court to hold that the action of Judgement Debtor/Applicant is incompetent and to hold also that the Court lacks jurisdiction to entertain same. He urged Court to strike out the action.

Upon receipt of the Preliminary Objection by Judgement Creditor, the Judgement Debtor filed a reply on point of law to the Preliminary Objection and Counter Affidavit by the Plaintiff. They raised the sole issue for determination which is:

> **"Whether the Defendant/Applicant were right to have commenced the Instance Application by Originating Motion on Notice."**

They argued that where a Party proved that he was not served Originating Process in a case where Judgement has been entered, such Judgment becomes a nullity as service of such Process is Sine qua non with the jurisdiction of the Court.

That the main crux of this application is that the Defendant/Applicants were not served with the Originating Process in this Suit. He cited the case of:

Dr. Henry V. D.C Menakaya
(2017) LPELR – 42363 (SC).

NOTE:

Before I go further, it is imperative to state that Judgement delivered in this Suit was based on the Consent Judgement of the Parties in which they all spelt out the Terms of Settlement and this Court read it out and entered same as the Consent Judgement of the Parties. So the allegation of the Defendant/Applicant not served with the Hearing Notices is misleadingly untrue. They were served. They voluntarily entered into the Terms of Settlement which the Court entered as Consent Judgement of the Parties.

They went on to submit that the non-service of the Originating Processes on the Defendant/Applicant the whole proceedings a nullity and the Judgement gotten on it liable to be set aside.

On issue of the action being improperly brought by the wrong mode of commencement of action, they submitted that this application is misconceived and all authorities cited are irrelative to the substantive Suit. That the only and proper mode of commencing the present action is by Motion not by fresh Writ. That it is only the Court where allegation of no service was done has jurisdiction to hear such application.

That where Judgement is gotten as in this case, the Court has a right to set aside the Judgement Suo Motu or upon application by any of the Parties. He referred to the case of:

Kalu Mark & Another V. Gabriel Eke and submitted that where there is an issue of application to set aside such Judgement, it is that Court that has right to do so. That where the reason for setting aside a Judgement is based on issue pertaining to non-service of Process, the Court has a right to set aside its Judgement. He Referred to the case of **Kalu Mark & Another V. Gabriel Eke (Supra).** That the Court can suo motio set aside its Judgement without any application by any of the Parties. That such situation is not based on judicial discretion but on ex debito justiciae. That where such is the case, the Applicant by right will have the decision set aside.

That service of the Originating Process on the 2 – 4 Defendants is improper as no company should be served with Processes by substituted means. That the service of 2 – 4 Defendants by pasting is improper and the Court should deem it as none service of the Processes on the 2 – 4 Defendants. That being the case, the service of the Process on them is none existent. He referred to:

P.N. Okoye V. Centre Point Bank

(2008) 15 NWLR (PT. 1110) 335.

In the reply to the Counter Affidavit filed by the Plaintiff challenging the Originating Motion, the Defendant Counsel submitted that a company like 2 – 4 Defendants cannot be served by substituted means which is a manner not recommended or provided by law. He referred the Court to **Order 11 Rule 7 FCT High Court Rules 2004** which was in applicable as at the time the matter was filed. He also referred to **S.78 CAMA.**

He submitted that the only legitimate way to serve the 2 – 4 Defendants is by service on a partner or on person with control or management at the principal place of business within FCT. That the mode of service on the 2 – 4 Defendants is unknown to law and that

the service is fundamentally defective. He urged Court to hold that they were not served with the Originating Processes and that every proceeding including the Judgement obtained in furthermore of the said non service is liable to be set aside.

That the service by Bailiff is not in compliance with the Order of Court and as such the service is bad service which the Court can never act on. That the Order was that the Process shall be served on the Defendants by leaving same at the address.

That the Court Registrar and Bailiff of Court has no right to tamper with the Order of Court, in that regard as such Order is meant to be obeyed. He referred to:

Rossek V. ACB Ltd
(1993) 8 NWLR (PT. 312) 382.

That the Order of Court was never carried out. He urged Court to discountenance the service and hold that 2 – 4 Defendants were never served with the Originating Processes according to law as service via EXH F is complete violation of the Court Order and is therefore liable and should be set aside.

On Originating Motion not being the right mode of commencing of a fresh action, the Defendant Counsel submitted that filing of a fresh action as the Plaintiff Counsel countered can only take place where complaint is based on fraud where standard of proof is beyond reasonable doubt. That in our Originating Motion the complaint is on non-service of the Process on the Defendants and nothing more. That the Preliminary Objection is of no moment as far as this case is concerned. He urged Court to dismiss the Preliminary Objection. That where Court is mindful of accepting the contention of the Plaintiff Counsel, that the present Originating Motion is different

from ordinary Motion on Notice and as such it is an Originating Process. He referred to:

FMW & H & Anor V. Monies Const. Co. Ltd
(2009) LPELR – 862 (CA) that Originating Motion is one of the ways to commence an action going by the provision of **Order 2 Rule 1 FCT High Court Rules 2018.** He urged the Court to discountenance the argument of the plaintiff Counsel in that regard. He urged the Court to dismiss the Preliminary Objection and hold that the 2 – 4 Defendant were not properly served as they; as companies, can only be served by the prescribed mode authorized by law and not by substituted means.

On the Plaintiff's response to the Reply by Defendant, they responded on 3 points raised by the Defendant Counsel. They submitted thus: Those points are replies on points of law and Counter Affidavit filed by the Defendant, jurisdiction of the Court and non-service of the Process on the 2 – 4 Defendants. To the Plaintiff the said Reply and Counter Affidavit dated 26/3/19 are not Process known to law.

It is important to note and point out that the Plaintiff **"Reply to the Defendant's composite Reply on point of Law to the Plaintiffs/Applicants Notice of Preliminary Objection and Counter Affidavit dated 26th March 2019"** is equally a Process not known in Law. But the Court has right or should I say is duly bound to look at all Processes filed before it.

The Plaintiff Counsel had submitted that by that document the Defendant Counsel had muddled up the Reply to their Preliminary Objection and response to Counter Affidavit filed by Plaintiff. He urged Court to hold and discountenance the composite reply on Preliminary Objection and reply to Counter Affidavit filed by the Plaintiff.

He referred to their Preliminary Objection and Counter to the Originating Motion on Notice and urged Court to discountenance the Reply filed by Defendants. He also answered the issue raised therein by Defendant Counsel in the negative.

That where the machinery to set aside a Judgement is initiated by a Process unknown to Law, the Court lacks jurisdiction to entertain same. That mode of setting aside a Consent Judgement is by fresh action – Writ of Summons since issue of fraud has been alleged. He referred to the case of:

Octs Educational Services Ltd V. Padson Industries Ltd & Anor CA/IL/31/2009 (Unreported)

Dama Impex Ltd & Anor V. Awukam & Anor (2005) LPELR – 5533 (CA)

That going by the decision of the Court in the above cases, the procedure for setting aside the Consent Judgement by the Defendant in this case is defective and as such the Court should dismiss the Motion on non-service of Process on the 2 – 4 Respondents.

That contrary to what the Defendant Counsel said, 2 – 4 Defendants were served with the Processes at the right address and in compliance with the Order of Court, Court Rules in that regard and the **S. 87 CAMA**. That the Order of Court was for serve on the Defendants and not substituted service. That the application by Plaintiff is not occasional because the address of 2 – 4 Defendants were over grown with grasses and there was no presence of them there. So the service is proper as the document was dropped at the said address in line with the Court Rules **Order 11 Rule 8 FCT High Court Rules 2004.** He urged Court to hold that the service was proper and in line with the Rules of Court. That by pasting or dropping the document as the Bailiff did is proper and it all means leaving the document at the address.

That by provision of **Order 2 Rule 2,** the present Motion by the Defendant/Respondent is not competent and their composite reply hold no water because the mode of commencement should have been by Writ of Summon going by the provision of **Order 2 Rule 2 (b) FCT High Court Rules 2004.**

That by the Originating Motion on Notice, 4 out of 7 Reliefs were on allegation of misrepresentation of facts and fraud. That the Defendants are wrong in initiating this action by Originating Motion on Notice. He urged the Court to so hold that the Process was brought pursuant to **Order 43 Rule 1** which is provision for application to be brought by a Motion.

He also urged Court to hold that the action was wrongly commenced and that it lacks jurisdiction to entertain same, and therefore to uphold the Preliminary Objection and discountenance the Originating Motion on Notice as being baseless and unmeritorious. He also asked for cost of **Ten Million Naira (N10, 000,000.00)** only against the Defendants/Applicants.

To start with, the Consent Judgement sought to be set aside was Consent Judgement which the Parties happily and voluntarily entered into, signed, filed and presented before the Court.

They all have representation the day they filed same before the Court. This Court read the Terms of Settlement exactly as spelt out by Parties and in their presence entered it as CONSENT JUEGEMENT of the Parties. Today the Defendants are asking for it to be set aside because it has no consent of the Defendants. Meanwhile all parties signed the document before it was presented in Court.

The said Judgement had been enforced and Writ of Attachment issued since 6th day of March, 2017. They also want to restrict the Judgement Creditor/Respondent from enforcing the said Consent

Judgement as regard the immovable properties involved in this Consent Judgement. To the Defendant, the Court gave the Judgement without jurisdiction. The details of the grounds are as already spelt out in the beginning of this Ruling.

The key point was on allegation of non-service of Process on 2 – 4 Defendants and jurisdiction of the Court to entertain this Motion. The Plaintiff had challenged the Motion on the Preliminary Objection as detailedly summarized above.

To start with, application to set aside a Consent Judgement can only be entertained by the Court via a new and fresh action – Writ of Summons and not by any Originating Motion on Notice as the Defendants misleadingly want this Court to believe. So starting and using Originating Motion on Notice as an application to set aside Consent Judgement which the Defendants and Plaintiff gladly and joyously entered into is grossly misleading and unheard of. The provision of **Order 2 Rule 2 (b) FCT High Court Rules** is there.

To start with the Defendants have alleged that the Consent Judgement was gotten by fraud which of course is **FALSE**, they ought to have known that the only way to raise that issue of fraud and succeed is by filing a fresh action.

Again, there is no mode of filing an action within the FCT jurisdiction that is by "Originating Motion on Notice." Yes the Rules has Originating Motion but it does not have "Originating Motion on Notice". So the application by Defendant has no place in law since the issue is on allegation of fraudulently obtaining the Consent Judgement.

Again it is important to refresh the minds of the Parties in this Suit that they voluntarily entered into the settlement of this dispute out of Court, came with the Terms of Settlement as spelt out and agreed

by them, signed same, adopted same to be bounding on them and ask Court to enter same as their Consent Judgement. The Court did that. It has been held in plethora of cases some of which were cited by the Parties that Consent Judgement were challenged can be done only by fresh Application – Writ of Summons more so when the issue of allegation of fraud is involved. This Court did not impose this Judgement on the Parties. The Parties imposed the Judgement and Terms thereof on themselves.

So for as far as setting aside of same is concerned or setting aside the Writ of Attachment and enforcement is concerned, this Court has **NO JURISDICTION TO DO SO.** So the Preliminary Objection has merit on that ground.

It would have been a different thing if the Judgement was gotten otherwise after full hearing. But that is not the case in this action. So once Parties have entered into Consent Judgement, the Court becomes Functus Officio and the matter ends there. Any challenge on such Judgement must be by filing of fresh and new Writ.

On the issue of Non-Service of the Processes on the 2 – 4 Defendants, the submission of the Defendant Counsel is misleadingly false because the 2 – 4 Defendants were served at the right address. The method or mode of service was in compliance with the provision of **Order 11 Rule 8 FCT High Court Rules 2004** by leaving the Process at the address of the 2 – 4 Defendants. To leave a Process is to either drop, paste, hang such Process in the address.

The most important thing is that the document was left at the proper address. The service by "pasting" which the Defendant Counsel had laboriously hung up his submission upon is of no moment because the document was left at the premises of the 2-4 Defendants/Applicants. After all if it was dropped at the premises which the Court is meant to know that is over grown with weeds, it

should have still be proper service of the Process on 2 – 4 Defendants going by provision of Order 11 Rule 2 High Court Rules.

So the argument and submission of the Defendant Counsel on that lacks merit because this Court holds and cherishingly too that the 2 – 4 Defendants were properly served with the Processes.

If they were not, how and why did the Defendant Counsel come to Court on and even entered appearance in the Post Judgement proceedings? The 2 – 4 Defendants were properly served and they know and cannot deny that.

On the Court lacking jurisdiction to entertain the present application, please see the case of:

A – G Ondo State V. Moses Tene & Ors
(2015) LPELR – 2573 (CA)

On procedure to set aside a Consent Judgement, please see the case of:

Dana Impex Ltd & Anor V. Awukam & Anor
(2015) LPELR – 5533 (CA)

S.78 CAMA cited by the Defendant Counsel provides that Court Process shall be served on a company in a manner provided by the Rules of Court. And that:

> **"... any other document may be served on a company by leaving it at or sending it by post to the registered office or Head Office of the company."**

By the use of the word "SHALL", the above makes it mandatory that Court Process on any company like 2 – 4 Defendants shall be served Court Process by mode provided by the Rules of Court which in this case going by **Order 11 rule 8** means by leaving same at the address of the company. That is what the Court Bailiff did in this

case. That service is right and proper. The 2 – 4 Defendants were properly served. So this Court holds.

The semantics by the Defendants' Counsel about pasting, service by substituted means are all submissions made to mislead, waste time, deceive and turn the provision of the law and Rules of Court upside down. This Court cannot subscribe to that because doing so will never be in the interest of justice in this Court. So this Court holds.

By EXH F the Plaintiff/Respondent had shown that there was proper service going by the decision in:

Akande V. General Electric
(1979) LPELR – 319 (SC)

The submission that a company cannot be served by substituted service is equally misconstrued and is misleading. A company can be served by substituted service where it is practically impossible to serve the company personally through its personal.

Dropping the document or leaving same at the proper address of the company is "substituted" service. Because any person who had grouse with such company cannot be denied right of audience in Court because the company had disappeared into thin air.

So such service once effected by the Procedure provided in the Rules of Court is proper service once the Court believes that the company will know about the case.

The Defendants know about the case and they have representation in Court throughout proceeding by filing the Process and signing the Terms of Settlement. So the issue of improper or non-service is not true.

This Court holds that there was service of the Process on 2 – 4 Defendants and that service was proper. So this Court cannot

entertain this application based on that point because it lacks jurisdiction to do so.

The unconditional appearance of the Defendants' Counsel in this Suit shows that the Defendants were properly served. So this Court cannot set aside the Consent Judgement and Writ of Attachment as the Defendants wants.

This application lacks merit. This Court therefore dismisses same. More so as the mode of commencement is wrong too.

This is the Ruling of this Court.

Delivered today the ------- day of ----------, 2020.

K.N. OGBONNAYA

HON. JUDGE