

**IN THE HIGH COURT OF JUSTICE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT MAITAMA – ABUJA**

**BEFORE HIS LORDSHIP: JUSTICE SALISU GARBA
COURT CLERKS: FIDELIS T. AAYONGO & OTHERS
COURT NUMBER: HIGH COURT TWO (2)
CASE NUMBER: FCT/HC/CV/238/2019
DATE: 17TH JULY, 2020**

BETWEEN:

**1. TYLE NIGERIA LIMITED
2. ABDULKARIM TIJJANI - PLAINTIFFS**

AND

NATIONAL EMERGENCY MGT AGENCY - DEFENDANT

Parties absent.

Arikoye Timilaye for the Claimants.

Claimant's Counsel – The matter is slated for ruling and we are ready to take it.

The Defendants are aware of today's date as hearing notices was served on them on 15/7/2020 against today's date.

Court – From the proof of service before the court, I am satisfied that hearing notice has been served on the Defendants on 15/7/2020 against today's date; as such I hold that the Defendants are aware of today's date but they elect not to be in court.

This is the decision of the court.

R U L I N G

This is a matter brought under the Undefended List Procedure by the Claimants against the Defendant claiming as follows:

1. An Order of this court for the payment of the sum of N3,006,250.00 (Three Million, Six Thousand and Fifty Naira) only by the Defendant to the Claimant being the payment of debt owed to the claimant by the Defendant for the supply of the relief materials.

The writ is supported by 16-paragraph affidavit and 7 exhibits marked as Exhibits TYLE¹ – ⁷ respectively.

In paragraph 4 of the affidavit in support, it was deposed that on the 21/12/2016, a contract was approved by Defendant for the Claimant to supply relief materials i.e. one hundred and twenty five (125) bags of Parboiled rice (50 Kg) at the rate of Twenty Four Thousand and Fifty Naira only (24,050.00) each. Copy of the said contract award is attached to the affidavit and marked Exhibit Tyle I.

That on 5/1/2017 the Claimant delivered the prescribed quantity of the parboiled rice (125 bags) at the Defendant at Minna, Niger State Zonal Office and was received by Defendant's staff one Muhammed A.A. Delivery Note No. 001 and Store Receipt Voucher No. 2017/002 were attached to the affidavit in support of this writ and marked Exhibit Tyle⁴ and 5 respectively.

That on the 10/9/2019, the Claimant engaged the law firm of Akinlolu Kehinde SAN & Co. to write a Demand letter to the Defendant demanding the payment of the Defendant's debt to the Claimant; the said letter is Exhibit Tyle⁶ attached to the affidavit in support of the writ.

On the 17/9/2019 the Defendant replied the Demand letter via their letter Ref. No. NEMA/LU/46/1/31 intimating the Claimant that

the contract was undergoing some administrative scrutiny and in due course, the result of the exercise would be determined the next line of action. See Exhibit Tyle⁷.

That the Defendant has refused to pay the contract sum despite repeated demands, hence this action to recover the debt.

From the proof of service before the court, the Defendant was served with writ of summons and other accompanying documents and was acknowledged by one Markplang but refused to indicate a date on which the writ was served on the Defendant.

Equally on the 16/1/2020 the Defendant was served with a hearing notice against court sitting slated for 13/2/2020 and acknowledged by the same Markplang.

On the 13/2/2020, the Claimants was represent by their counsel (Eloka J. Okoye Esq.) while the Defendant was not represented in court nor file Notice of Intention to Defend the suit together with an affidavit disclosing defence on the merit.

In the circumstance, the learned counsel for the Claimant prayed the court to enter judgment for the Claimant against the Defendants as per the claim in the writ of summons.

On the part of the court after listening carefully to the submission of the learned counsel for the Claimant and going through the processes as filed in the suit, the Defendant was served with the claimant's writ of summons brought under the Un defended List procedure but they neglected/refused to file their defence to the suit.

In the circumstance, the only option left for the court is to enter judgment for the Claimants against the Defendant. See the case

of HAIDO v USMAN (2004) 3 NWLR 9Pt 859) 65 and Order 35 Rule 4 of the Rules of this Court 2018.

In conclusion, judgment is hereby entered for the Claimants against the Defendant in the sum of N3,006,250.00 (Three Million, Six Thousand, Two Hundred and Fifty Naira) only being payment for the supply of 125 bags of Parboiled Rice (50 Kg) to the Defendant by the Claimants.

(Sgd)
JUSTICE SALISU GARBA
(PRESIDING JUDGE)
17/07/2020

Claimant's Counsel – We are grateful for the well considered ruling.

(Sgd)
JUSTICE SALISU GARBA
(PRESIDING JUDGE)
17/07/2020