

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY**  
**IN THE NYANYA JUDICIAL DIVISION**  
**HOLDEN AT NYANYA ON THE 16<sup>TH</sup> DAY OF DECEMBER, 2020**  
**BEFORE HIS LORDSHIP, HON. JUSTICE U. P. KEKEMEKE**

**SUIT NO.FCT/HC/CV/2763/2020**

**COURT CLERK: JOSEPH ISHAKU BALAMI & ORS.**

**BETWEEN:**

**MAJJ OIL AND GAS LIMITED.....APPLICANT**

**AND**

**1. REFORM PROPERTIES LIMITED }  
2. MIKE ADAMU }.....RESPONDENTS**

**RULING**

I have read the Motion, Affidavit and further Affidavit. I have also read the Counter Affidavit. Succinctly, the Claimant is the owner of Plot No. 842, Cadastral Zone A09 Guzape District which he acquired from the original allottee. He entered into a development partnership agreement with the Defendant/Respondent. The agreement was to give the Applicant 5 units of duplexes after developing 12

units. That Defendants have failed to deliver the said 5 units despite several meetings.

The Defendant instead, went to start another development of the land without completing the portion meant for the Claimant/Applicant. That it is in the interest of justice to protect the res. Applicant undertake to pay damages. There are substantial issues to be tried. That if the application is not granted, the Applicant will suffer irreparable loss. That it is in the interest of justice to grant the prayer.

The Respondent also rely on his Counter Affidavit. The deponent deposes that the Affidavit in support of the Motion is misleading and a misrepresentation of material facts. That the agreement annexed was not executed by parties but kept in abeyance pending the approval of development control.

That the mutual agreement of 12 Duplexes of 5 bedroom was overtaken by a subsequent agreement wherein the 1<sup>st</sup> Defendant was to develop 16 units of 5 bedroom duplexes and deliver only 6 units to the Claimant while the Defendants retain 10 units. The 1<sup>st</sup> Defendant after approval of development control suggested a variation etc.

In an application for interlocutory injunction, the Courts are guided by a Number of factors:

1. A subsisting action.
2. The said action must denote a legal right.
3. There is a serious or substantial question to be tried.
4. Balance of convenience.
5. That damages cannot be an adequate compensation.

6. There must be undertaken as to damages.

In an application such as this, the 1<sup>st</sup> issue to be determined is whether there is a question of law or legal right to be determined.

See **FALAMO VS. BANIGBE (1998) 7 NWLR (PT. 559) 679 SC.**

**KOTOYE VS. CBN (1989) 1 NWLR (PT. 98) 419.**

I have read paragraphs 4,5,6,7,8, & 9 of the Affidavit in support. I hold that there is a question of law or substantial issue to be determined in the substantive action.

In paragraph 19, Applicant avers that the balance of convenience is in his favour. He deposed in paragraph 20 that Applicant will suffer irreparable damage if the injunction is not granted. In paragraph 16, the deposition is an undertaken to pay

damages to the Respondent if the application ought not to have been granted.

The main and general purpose of granting an order of interlocutory injunction is to mitigate the risk of injustice a Claimant will suffer during the period when the uncertainty over violation of his legal right could be resolved.

See ***TOTAL NIG. PLC VS. HRH (2004) 7NWLR (PT. 873)***.

In the circumstance of this case, Justice demands that I exercise my discretion in favour of the Applicant. Orders are therefore granted as prayed.

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**HON. JUSTICE U.P. KEKEMEKE**

**(HON JUDGE)**

**16/12/20**

