

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY**  
**IN THE ABUJA JUDICIAL DIVISION**  
**HOLDEN AT APO - F.C.T. - ABUJA**

**CLERK: CHARITY**  
**COURT NO. 15**

**SUIT NO: FCT/HC/CV/079/2021**  
**M/257/2021**

**DATE: 22/01/2021**

**BETWEEN:**

**TEMPO ENERGY NIGERIA LIMITED.....PLAINTIFF**

**AND**

- 1. AITEO EASTERN E & P COMPANY LIMITED**
- 2. AFRICA FINANCE CORPORATION**
- 3. ECOBANK OF NIGERIA LIMITED**
- 4. FIRST BANK OF NIGERIA LIMITED**
- 5. GUARANTY TRUST BANK PLC**
- 6. FIDELITY BANK PLC**
- 7. SHELL WESTERN SUPPLY AND TRADING LIMITED**
- 8. SHELL INTERNATIONAL TRADING AND SHIPPING COMPANY LIMITED**
- 9. CITIBANK EUROPE PLC, U.K. BRANCH**
- 10.CITIBANK N.A. LONDON BRANCH**
- 11.FBN TRUSTEES LIMITED**
- 12.ZENITH TRUSTEES LIMITED**
- 13.FBN MERCHANT BANK LIMITED**
- 14.STERLING BANK PLC**
- 15.UNION BANK OF NIGERIA PLC**
- 16.ZENITH BANK PLC**
- 17.DAME ELIZABETH GLOSTER**

DEFENDANTS

**RULING**

**(DELIVERED BY HON. JUSTICE S. B. BELGORE)**

This ruling concerns an application vide Motion Exparte number M/257/2021 moved on 20<sup>th</sup> January, 2020. Mr.

Kehinde Ogunwumiju, Senior Advocate of Nigeria of Counsel to the claimant applicant with Ademola Abimbola moved the application summarily in Court.

The application under reference is premised on sections 36 of the 1999 Constitution (as amended), paragraphs 2 of the Recitals to the FCT High Court (Civil Procedure) Rules, 2018, Order 7 Rule 11, Order 8 Rule 1, Order 8 Rule 2; Order 42 Rule 2, Order 43, Rule 3 and Order 52, Rule 13 of the said Rules of this Court as well as the inherent jurisdiction of the Court.

The Motion Exparte is dated 14<sup>th</sup> January, 2021 and filed the same day. The prayers as contained in the face of the Motion are as follows:

1. AN ORDER INTERIM INJUNCTION restraining all the Defendants whether by themselves, their executives, agents, shareholders, directors, officers, servants, privies, legal representatives, counsel, nominees or any other person or persons howsoever described from continuing, proceeding with or taking any other/further step in respect of SUIT NO: FHC/ABJ/CS/1310/2019 between AITEO EASTERN E & P COMPANY LTD V. AFRIC FINANCE CORPORATION & 12 ORS. filed at the Federal High Court (Abuja Judicial Division) by the 1<sup>st</sup> Defendant pending the hearing and determination of the Motion on Notice for Interlocutory Injunction filed in this suit.
2. AN ORDER OF INTERIM INJUNCTION restraining all the Defendants whether, by themselves, their executives, agents, shareholders, directors, officers, servants, privies, legal representatives, counsel, nominees or any other person or persons however described from continuing, proceeding with or taking any other/further step in respect of Claim No. CL-2020-000808 between AFRICA

FINANCE CORPORATION & 8 ORS. V. AITEO EASTERN E & P COMPANY LTD V. AFRICA FINANCE CORPORATION & 12 ORS. initiated by the 2<sup>nd</sup> to 7<sup>th</sup> and 14<sup>th</sup> to 16<sup>th</sup> Defendants at the High Court of Justice of England and Wales pending the hearing and determination of the Motion on Notice for Interlocutory Injunction filed in this suit.

3. AN ORDER OF INTERIM INJUNCTION restraining the Defendants whether by themselves, their executives, agents, shareholders, directors, officers, servants, privies, legal representatives, counsel, nominees or any other person or persons howsoever described from continuing, proceeding with or taking any other/further step in respect of the arbitration commenced by the 2<sup>nd</sup> to 6<sup>th</sup> and 14<sup>th</sup> to 16<sup>th</sup> Defendants against the 1<sup>st</sup> Defendant at the International Chamber of Commerce (I.C.C.) vide the Request for Arbitration dated 11<sup>th</sup> December 2020, pending the hearing and determination of the Motion on Notice for Interlocutory Injunction filed in this suit.
  
4. AN ORDER OF INTERIM INJUNCTION restraining the Defendants whether, by themselves, their executives, agents, shareholders, directors, officers, servants, privies, legal representatives, counsel, nominees or any other person or persons howsoever described from continuing, proceeding with or taking any other/further step in respect of the arbitration commenced by the 7<sup>th</sup> Defendant against the 1<sup>st</sup> Defendant at the International Chamber of Commerce (I.C.C) vide the Request for Arbitration dated 11<sup>th</sup> December 2020, pending the hearing and determination of the Motion on Notice for Interlocutory Injunction filed in this suit.

5. AN ORDER OF INTERIM INJUNCTION restraining the Defendants whether by themselves, their executives, agents, shareholders, directors, officers, servants, privies, legal representatives, counsel, nominees or any other person or persons however described from seeking or obtaining any anti-suit injunction in respect of or touching on any dispute between the parties arising from or in connection with or in relation to the Senior Medium Term Acquisition Facility Agreement dated 2<sup>nd</sup> September 2014 and restated by an Amendment Restatement Agreement dated 31<sup>st</sup> December 2016 ('Onshore Facility Agreement') executed by the Claimant, the 1<sup>st</sup> to 6<sup>th</sup> and 11<sup>th</sup> to 16<sup>th</sup> Defendants to this suit and the Senior Secured Medium Term Acquisition Facility Agreement dated 2<sup>nd</sup> September 2014 and restated by an Amendment and Restatement and Accession Agreement dated 31<sup>st</sup> December 2016 ('Offshore Facility Agreement' or 'Shell Facility Agreement') executed by the Claimant, the 1<sup>st</sup> and 7<sup>th</sup> to 13<sup>th</sup> Defendants, pending the hearing and determination of the Motion on Notice for Interlocutory Injunction filed in this suit.
  
6. AN ORDER GRANTING LEAVE to serve the Concurrent Writ, Statement of Claim and its accompanying processes and all other processes and Orders issued in this suit outside the jurisdiction of this Honourable Court on the 2<sup>nd</sup> to 17<sup>th</sup> Defendants by courier at their respective places of business.
  
7. AN ORDER GRANTING LEAVE to serve the Concurrent Writ, Statement of Claim and its accompanying processes and all other processes and Orders issued in this suit on

the 7<sup>th</sup> , 8<sup>th</sup>, 10<sup>th</sup>, and 17<sup>th</sup> Defendants at the following e-mail addresses respectively: [Loren.Nelson@shell.com](mailto:Loren.Nelson@shell.com), [Filippo.Bof@shell.com](mailto:Filippo.Bof@shell.com), [issuERPfla@citi.com](mailto:issuERPfla@citi.com) and [EGloster@oeclaw.co.uk](mailto:EGloster@oeclaw.co.uk).

8. AN ORDER DIRECTING that notwithstanding the provision of Order 43 Rule 3(2) of the High Court of the Federal Capital Territory, Abuja (Civil Procedure) Rules 2018, the ex parte orders granted in respect of reliefs 1,2,3,4 and 5 in this application shall not abate until the hearing and determination of the motion on notice in the interest of justice.

There are 12 grounds upon which the above eight (8) prayers are anchored; to wit:

1. The Claimant/Applicant is aware that the suits and arbitrations commenced by the 1<sup>st</sup> to 7<sup>th</sup> and 14<sup>th</sup> to 16<sup>th</sup> Defendants to the Claimant's exclusion are capable of imminently undermining/jeopardizing the interest of the Claimant/Application herein.
2. It is, therefore, necessary that this Honourable Court urgently grants this Application to restrain the Defendants from taking any further step in the said suits and arbitral proceedings or seeking an anti-suit injunction against the Claimant pending the hearing and determination of the motion on notice for interlocutory injunction.
3. The balance of convenience is in favour of the Claimant/Applicant

4. The Claimant/ Applicant has a legal right to protect in this Application and the substantive suit.
5. The Claimant/ Applicant undertakes to indemnify all the Defendants as to damages should this Application be frivolous.
6. The substantive suit has presented serious issues of law and facts for this Honourable Court's determination.
7. The substantive suit discloses a reasonable cause of action against all the Defendants/ Respondents.
8. The leave of this Honourable Court is required to serve the 2<sup>nd</sup> to 17<sup>th</sup> Defendants/ Respondents outside the Court's jurisdiction by courier to ensure that they are promptly notified of the proceedings.
9. Leave of this Court must be sought and obtained before service outside jurisdiction can be effected.
10. This Honourable Court is empowered to order service by e-mail of the originating processes and all other processes and Orders issued in this suit on any of the parties.
11. This Honourable Court is empowered to adopt a procedure which best meets the justice of the case.

12. It is in the best interest of justice to grant this Application

In support of the application are three (3) affidavits:

- (1) The affidavit in support which is of 72 - paragraphs and dated 14/1/21.
- (2) A further affidavit of 13 - paragraphs dated 20/1/21.
- (3) An affidavit of urgency which is of 20 - paragraphs and dated 14/1/21.

Attached to the Motion Exparte is a written address of the learned silk and it is also dated 14/1/21.

Mr. K. Ogunwumiju SAN, relied on all the processes aforementioned while moving the application and urged the Court to grant the application. By way of a few words of adumbration, the learned SAN emphasis the issue of urgency as can be evidenced by the fact of commencement of arbitral proceedings at the International Chamber of Commerce (I.C.C) and which proceeding may be concluded very soon. He also submitted that there is a legal right in favour of the applicant because the applicant is a party to the agreement in Exhibit 14 & 2A.

On the issue of balance of convenience, the learned counsel to the applicant argued that it is in favour of the applicant as he runs the risk of losing his properties if this application is not granted.

Learned SAN, also referred to paragraph 47 of the supporting affidavit wherein they have deposed to an undertaking be pay damages if the application turns out to be frivolous. And that

he further argued that based on the facts in the affidavits there are viable issues in this case.

Lastly, Mr. Ogunwumiju SAN prayed the Court to invoke the provision of the paragraph 2 of the Recital to the Rules of Court and Order 52 Rule 13 and not Order 43 Rule 3(2) in giving a return date of one months in order to allow service outside jurisdiction on the Respondents either by e-mail or by courier service as may be applicable to any of the Respondents who are in England, Bahamas and Lagos.

Finally, the learned Silk adopted his written address as his full arguments and urged me to grant the application.

I have considered this application. The learned SAN, of Counsel for the applicant has submitted one issue for determination; to wit:

*“Whether or not the applicant has made out a case on the grant of this application having regard to the materials before your Lordship”*

I instantly agree that this is the sole issue for determination.

For all the SAN’s argument. See the addresses dated 14/1/21 particularly pages 24,29-34,38-41. And in support of his arguments both oral and written, the learned SAN relied, *inter alia* on the following cases:

- (a) **ORIZU VS. OFOMATA (2007) 13 NWLR (PT. 1052) 487.**
- (b) **PHARMA-DEKO PLC VS. F.D.C. LTD (2015) 10 NWLR (PT 1467) 225**



- (c) **S.P.D.C.N LTD VS. C.I.N.R LTD (2016) 9 NWLR (PT. 1517) 300**
- (d) **KOTOYE VS. CBN (1989) 1 NWLR (PT. 98) 419**
- (e) **ODUTOLA VS. LAWAL (2003) 1 NWLR (PT. 749) 633**
- (f) **A. K. P. O VS. HAKEEM - HABEEB (1992) 6 NWLR (PT. 247) 266**
- (g) **GLOBE FISHING INDUSTRIES LTD VS. COKER (1990) 7 NWLR (PT. 162) 265**
- (h) **NANGIBO VS OKAFOR (2003) LPELR-1938 SC PP26-28**
- (i) **VICTORY MERCHANT BANK VS. PELFACO LTD (1993) 9 NWLR (PT. 317) 34**

In this ex-parte application, I have taken the liberty to divide the eight (8) prayers sought broadly into three (3):

- (a) Interim Injunction: Prayers 1 - 5.
- (b) Leave for Service of Concurrent Writ, Statement of Claim etc outside jurisdiction: Prayers 6 & 7.
- (c) An Order that Order 43 Rule 3(2) of the Rules of this Court shall not operate. Meaning that the interim injunction Order 18 granted shall not abate until the hearing and determination of the Motion on Notice in the interest of Justice.

**A: INTERIM INJUNCTION: Prayers 1 - 5**

I have considered the facts and argument of Senior Counsel on the above relief – Interim Injunction. It is trite that interim Order of Injunction is made pending the determination of all applications before the Court. By their nature, they are usually made ex-parte i.e. without notice to the other side. It is to keep matters in status quo to a named date, usually not more than a few days or until the Respondent can be put on notice. The rationale is to cure the delay or serious mischief that would be caused if the other side were to be put on notice. Such Interim Injunctions are for cases of real urgency. See **NJOKANMA VS. UYANA (2006) 13 NWLR (PT. 997) 433; LAFFER NIG. LTD VS. NAL MERCHANT BANK PLC (2002) 1 NWLR (PT 748) 333.**

Interim Order of Injunction is normally made by Courts in cases of utmost urgency aimed at preserving the *res* or maintaining the *status quo* of the parties. It is also not meant to last forever or ad-infinitum. It is an equitable remedy meant to operate for a short period of time. And above all, it can be granted where there is a real impossibility of bringing an application for injunction on notice and serving the same on the other party. Consequently, an applicant for an ex-parte injunction must file two motions namely; the one seeking the ex-parte order and the other on notice applying for interlocutory injunction which must be served subsequently on the Respondent.

Also, the applicant must not be guilty of delay and lastly it must not be granted unless the applicant gives a satisfactory undertaking as to damages. See the cases of **NJOKANMA VS. UYANNA (Supra); OLOWU VS BUILDING STOCK LTD (2004) 4 NWLR (PT 864) 445; KOTOYE VS. C.B.N (Supra).**

From the above, it is clear to me that I must be satisfied as to existence of the following parameter;

- (1) Real urgency
- (2) No delay
- (3) Two motions i.e one ex-parte and the other on notice
- (4) There must be undertaking to pay damages.

The issues of legal right, triable issues and balance of convenience shall also be brought into focus see the case of **GLOBE FISHING INDUSTRY LTD VS. COKER (1990) 7 NWLR (PT. 162) 265.**

### **Real Urgency:**

I agree with the learned SAN that there is a real and not self induced urgency in this matter. The applicant have shown by affidavit evidence that Arbitral proceedings has effectively commenced at the International Chambers of Commerce (ICC) in respect of the dispute arising from the contract of which the applicant is a party to. But the applicant was deliberately excluded from that proceedings that has commenced in England. Should she just fold her arms and allow proceeding to go on in her absence? If the matter is concluded in her absence, the consequences of losing here properties all over the world may be very unbearable. On this, I am at one with the learned Silk.

And apart from the issue of Arbitral proceeding, there is even other suit in other Courts filed by the same Respondents without the applicant being made a party.

I adverted to paragraphs 46 of the applicants supporting affidavits which show that 1<sup>st</sup> to 7<sup>th</sup> and 14<sup>th</sup> to 16<sup>th</sup> Respondents have filed different suits. More clearly is the fact that the High Court of England (Business and Property Division) and Wales

Commercial Court may grant an anti-suit injunction in the absence of the applicant on 25<sup>th</sup> January, 2021.

I therefore, I find real urgency in this application.

**Legal Right:**

It is in evidence vide the affidavits and exhibits filed that the applicant is a party to the contract and agreement between the feuding parties. See Exhibits 1A which is the Onshore Facility Agreement and 2A which is Offshore Facility Agreement. It is well settled that a party to an agreement can sue and be sue on it. Such a right is legal and cannot be taken away from him (He is even referred to as OBLIGOR in the contract documents).

I therefore find legal right in favour of the applicant. See paragraphs 26-42 of the affidavit in support.

**Balance of Convenience:**

Certainly, this application to my mind will do no harm to the Respondent. On the contrary, if the application is refused, it means the Respondent can and could proceed with the mutable suits including the Arbitration proceedings in the absence of the applicant. This risk and attendant damages that may ensued would be unbearable to the applicant.

I therefore find balance of convenience in favour of the applicant.

**Undertaking as to Damages:**

I adverted to paragraph 47 of the supporting affidavits. This condition is amply satisfied.

**Two Motions in Existence:**

Filed along with the Motion Exparte – M/257/2021 is another Motion on Notice – M/258/2021 praying inter alia for an Order of Interlocutory Injunction. This satisfies one of the criteria laid down in many decided authorities e.g NJOKANWA (Supra) and OLOWU (Supra).

**No Delay:**

It should be stressed at this juncture that following a dispute that arose between the parties in their agreement and which was submitted to the Federal High Court for adjudication, the Federal High Court issued an interim order against one of the parties (the lender). See Exhibit 4.

The aggrieved Lenders filed Notice of Appeal against the Federal High Court interim order. That was on 12/11/20. Rather than Writ for the hearing and determination of the appeal, the 2<sup>nd</sup> – 7<sup>th</sup> and 14<sup>th</sup> – 16<sup>th</sup> Respondents approached the High Court of England (Business & Property Division) and Wales Commercial Court seeking for numerous reliefs. This was in Mid-December 2020 i.e 14/12/20. And by 14/1/2021, this Motion at the instance of the applicant was filed. I therefore find no delay in the applicant coming to this Court now.

Now, in the case of **Odutola Vs Lawal (2003) NWLR (PT. 749) 633**, it was held:

“ .....

.....  
*The main attribute of an ex-parte injunction is that it is to be granted in circumstances of real urgency.*

**In A. K. A. P. O VS. HAKEEM-HABEEB (Supra) it was held:**

*“It is well established that the essence of the grant of Injunction is to protect the existing legal right of a person from unlawful invasion by another.....”*

Having find, therefore, existence of legal right, undertaking as to damages, real urgency, no delay in bring this application and balance of convenience all in favour of the applicant, the coast is clear for me to grant the prayers for interim injunction orders. Prayers 1 - 5 is therefore granted as prayed.

**B: LEAVE TO SERVE OUTSIDE JURISDICTION - Prayers 6 & 7**

By paragraphs 48 - 63 of the supporting affidavits, it is in evidence that the 2<sup>nd</sup> - 17<sup>th</sup> Defendants/Respondents are outside the jurisdiction of this Court. And the learned Silk stated that some are in England, Bahamas and Lagos. This means some of the Respondents are to be served outside this FCT, Abuja. There is therefore need for the Leave of this Court to be able to do so.

By Order 8 Rule 1 & 2, such Defendants or party residing outside jurisdiction may be served by an order of the Court

upon an application for leave. And the mode of service may be by e-mail or any other scientific device or by courier service. See Order 7 Rule 11.

Following the above provisions of our Rules and the disclosure in the supporting affidavit, I have no difficulty in granting this two prayers. Prayers 6 and 7 are hereby granted as prayed.

### **C: PRAYER FOR INVOCATION OF ORDER 52 RULE 13 OF THE RULES OF THIS COURT – Prayer 8**

This is the relief sought that has given me some anxious moments. Order 43 Rule 3(2) says an Order of Injunction made Ex-parte shall abate after 7 days.

The decided authorities say Ex-parte interim of Injunction can be made to keep the matters in *status quo* to a named date usually not more than a few days OR until the Respondent can be put on Notice. See NJOKANMA VS. UYANA (Supra).

The big question is, can the Motion on Notice filed along with this motion Ex-parte be served on the Respondents some of whom are outside Nigeria within 7 days? I dare say in this age of e-mail or courier service is possible but not probable. Assuming they were even served within 7 days, can they react to file process in objection to the Motion on Notice within 7 days? This again is not probable and certainly not in sight. These are the circumstances or background to the present order of interim injunction I have granted a short while ago. Of circumstances such as foregone that Order 43 Rule 3(3) of the same Rules of Court provides that the tenure of the interim order may be extended for an effective period of 7 days.

The leeway to extend the tenure of the Order is conditional upon the service of the Motion on Notice on the Defendants/Respondents.

Another big question is what happens if the Motion on Notice is likely not to be served or practically impossible to be served within 7 days? These provisions of the Rules provide for no such serious circumstance.

However, the same Rules in Order 52 Rule 13 provides thus:

*“Where no provision is made by these rules or by any other written law, the Court shall adopt a procedure in accordance with substantial justice.”*

It seems to me perfectly that it is for circumstances such as presented itself in this application that Order 52 Rule 13 is inserted in the Rules applicable in this Court. What do I mean, some of the Respondents are in England and Bahamas, some of them are to be served by e-mail, some by courier service, they have to react or file their objections to the Motion on Notice – M/258/2021. Can they in all honestly do that within 7 days? I do not envisage such a situation. And, as I said, no provision in the Rules to cover this situation specifically.

In my humble view, therefore, the circumstances of this case dictate that I invoke the provision of Order 52 Rule 13 to this case now. This is the only way.

Applying Order 52 Rule 13 to this case will soften as it were the harshness and difficulties that would be occasioned if Order 43



Rule 3(2) is to fully operate. This is what the interest of justice to both parties especially the Defendants/Respondents who are not in Court presently demands. I am fortified in this my instant view by the decision of the Supreme Court in U.T.C LTD VS. CHIEF PAMOTEI (1989) 2 NWLR (PT 103) 244 where the Court per BELGORE JSC (as he then was, later CJN) opined as follows:

*“Rules of procedure are made for the convenience and orderly hearing of cases in Court. They are made to help the cause of justice and not defeat justice. For Court to read Rules in the absolute without recourse to the justice of the case, to my mind, that will be making the Courts slavish to the Rules. This is clearly not the reasons of the Rules of Courts.”*

See also OLUFEAGBA & OR VS. ABDULRAHEEM & ORS (2009) 19 NWLR (PT. 1173) 384.

The applicant wants in prayer 8 an order directing the provision of Order 43 Rule 3(3) of our Rules not to operate until the hearing and final determination of the Motion on Notice – M/258/2021.

I do not think granting this prayer as it is couched in the Motion papers is in anyway defensible. I say this because it means the order of interim injunction would operate and remain in force in perpetuity and without a named or fixed date for the hearing and determination of the Motion on Notice. This will make absolute nonsense of the prayers in the Motion on Notice infact on the application itself.

So in my judicial reasoning, a middle course will serve the interest of justice to all concerned in this case in effect therefore, an order invoking provisions of Order 52 Rule 13 and thereby directing that the ex-parte order of interim injunction granted shall not abate until the date for the hearing of the Motion on Notice - M/258/2021 which is now fixed for 22<sup>nd</sup> February, 2021.

Finally, and for avoidance of doubt, this application vide Motion number M257/2021 succeeds and granted as follows:

1. AN ORDER OF INTERIM INJUNCTION restraining all the Defendants whether by themselves, their executives, agents, shareholders, directors, officers, servants, privies, legal representatives, counsel, nominees or any other person or persons howsoever described from continuing, proceeding with or taking any other/further step in respect of SUIT NO: FHC/ABJ/CS/1310/2019 between AITEO EASTERN E & P COMPANY LTD V. AFRIC FINANCE CORPORATION & 12 ORS. filed at the Federal High Court (Abuja Judicial Division) by the 1<sup>st</sup> Defendant pending the hearing of the Motion on Notice for Interlocutory Injunction filed in this suit is hereby granted.
2. AN ORDER OF INTERIM INJUNCTION restraining all the Defendants whether, by themselves, their executives, agents, shareholders, directors, officers, servants, privies, legal representatives, counsel, nominees or any other person or persons however described from continuing, proceeding with or taking any other/further step in respect of Claim No. CL-2020-000808 between AFRICA FINANCE CORPORATION & 8 ORS. V. AITEO EASTERN E & P COMPANY LTD V. AFRICA FINANCE CORPORATION & 12 ORS. initiated by the 2<sup>nd</sup> to 7<sup>th</sup> and

14<sup>th</sup> to 16<sup>th</sup> Defendants at the High Court of Justice of England and Wales pending the hearing of the Motion on Notice for Interlocutory Injunction filed in this suit is hereby granted.

3. AN ORDER OF INTERIM INJUNCTION restraining the Defendants whether by themselves, their executives, agents, shareholders, directors, officers, servants, privies, legal representatives, counsel, nominees or any other person or persons howsoever described from continuing, proceeding with or taking any other/further step in respect of the arbitration commenced by the 2<sup>nd</sup> to 6<sup>th</sup> and 14<sup>th</sup> to 16<sup>th</sup> Defendants against the 1<sup>st</sup> Defendant at the International Chamber of Commerce (I.C.C.) vide the Request for Arbitration dated 11<sup>th</sup> December 2020, pending the hearing of the Motion on Notice for Interlocutory Injunction filed in this suit is hereby granted.
  
4. AN ORDER OF INTERIM INJUNCTION restraining the Defendants whether, by themselves, their executives, agents, shareholders, directors, officers, servants, privies, legal representatives, counsel, nominees or any other person or persons howsoever described from continuing, proceeding with or taking any other/further step in respect of the arbitration commenced by the 7<sup>th</sup> Defendant against the 1<sup>st</sup> Defendant at the International Chamber of Commerce (I.C.C) vide the Request for Arbitration dated 11<sup>th</sup> December 2020, pending the hearing of the Motion on Notice for Interlocutory Injunction filed in this suit is hereby granted.

5. AN ORDER OF INTERIM INJUNCTION restraining the Defendants whether by themselves, their executives, agents, shareholders, directors, officers, servants, privies, legal representatives, counsel, nominees or any other person or persons however described from seeking or obtaining any anti-suit injunction in respect of or touching on any dispute between the parties arising from or in connection with or in relation to the Senior Medium Term Acquisition Facility Agreement dated 2<sup>nd</sup> September 2014 and restated by an Amendment Restatement Agreement dated 31<sup>st</sup> December 2016 ('Onshore Facility Agreement') executed by the Claimant, the 1<sup>st</sup> to 6<sup>th</sup> and 11<sup>th</sup> to 16<sup>th</sup> Defendants to this suit and the Senior Secured Medium Term Acquisition Facility Agreement dated 2<sup>nd</sup> September 2014 and restated by an Amendment and Restatement and Accession Agreement dated 31<sup>st</sup> December 2016 ('Offshore Facility Agreement' or 'Shell Facility Agreement') executed by the Claimant, the 1<sup>st</sup> and 7<sup>th</sup> to 13<sup>th</sup> Defendants, pending the hearing of the Motion on Notice for Interlocutory Injunction filed in this suit is hereby granted.
  
6. LEAVE is hereby granted to serve the Concurrent Writ, Statement of Claim and its accompanying processes and all other processes and Orders issued in this suit outside the jurisdiction of this Honourable Court on the 2<sup>nd</sup> to 17<sup>th</sup> Defendants by courier at their respective places of business.
  
7. LEAVE is hereby granted to serve the Concurrent Writ, Statement of Claim and its accompanying processes and all other processes and Orders issued in this suit on the 7<sup>th</sup>, 8<sup>th</sup>, 10<sup>th</sup>, and 17<sup>th</sup> Defendants at the following e-mail addresses respectively: [Loren.Nelson@shell.com](mailto:Loren.Nelson@shell.com),

[Filippo.Bof@shell.com](mailto:Filippo.Bof@shell.com), [issuERPfla@citi.com](mailto:issuERPfla@citi.com) and  
[EGloster@oeclaw.co.uk](mailto:EGloster@oeclaw.co.uk).

8. It is hereby directed that the provisions of Order 52 Rule 3(2) of the High Court of the Federal Capital Territory, Abuja (Civil Procedure) Rules 2018 is hereby invoked in the circumstance of this application and interest of justice to the effect that the interim injunctions granted in respect of prayers 1,2,3,4 and 5 in this application are to remain in force until the date fixed for the hearing of the Motion on Notice in the interest of justice.

.....  
S. B. Belgore  
(Judge) 21-1-2021.