

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY,  
IN THE ABUJA JUDICIAL DIVISION,  
HOLDEN AT COURT NO. 8 BWARI, ABUJA.  
BEFORE HIS LORDSHIP: HON. JUSTICE O. A. MUSA.  
SUIT NO: CV/2372/2018**

**BETWEEN:**

THE LORDS ESTATE LIMITED            ---            CLAIMANT

**AND**

WORTHESOVFRANO LIMITED            ---            DEFENDANT

**RULING**

**DELIVERED ON THE 13<sup>TH</sup> JULY, 2021**

I have listened carefully to the claimant's counsel who moved the motion paper asking for the following:

- 1) An Order directing the Defendant to pay its arrears of rents into an interest yielding account opened in the name of the Chief Registrar of the court pending the determination of the substantive suit.
- 2) An Order directing all the sub-lessees to pay their rents into an interest yielding account opened in the name of the Chief Registrar of the court pending the determination of the substantive suit.
- 3) And for Such Order or further orders the Court may deem fit to make in the circumstances.

I have also carefully read the affidavit of the claimant and the counter affidavit filed the paramount decision to make at this

point is to determine whether the grant of this application will meet the end of justice. I am not unmindful of the fact that at this stage the judge should caution itself not to give a decision that will determine the matter without hearing the merit of the matter.

In the affidavit sworn by Mr. Nehemiah Ochenjele, of 2, Ado Ibrahim Street, Off Montgomery Road, Yaba, Lagos. Dated 9<sup>th</sup> December, 2020 as follows:

3. That the Defendant, by virtue of the leasehold agreement which was in form of a memorandum of understanding dated 9<sup>th</sup> day of November, 2014, took the leasehold of the property of the claimant described as Plot 1145, No. 7 Aminu Kano Crescent, Wuse 2, Abuja. Attached and marked as exhibit A is the Memorandum of Understanding dated the 9<sup>th</sup> day of November, 2015.
- 4) That the annual rent of the property, which is the subject matter of the suit hereof is ~~N~~₦30,000,000.00 (Thirty Million Naira Only):
- 5) That the Claimant told me, and I verily believe same to be true, that the Defendant has been in possession of the property for over 5 years, but has only paid its rent for just 1 year. Attached and marked as exhibit B is the evidence of payment of the rent paid by the Defendant for the period of 2015/2016.

- 6) That the Defendant is in arrears of 4 years rent, to wit 2016/2017, 2017/2018, 2018/2019, 2019/2020. That this infringes his right to collect rent on his property that he used his youth to build.
- 7) That the total arrears of 4 years rent is N120,000,000.00 (One Hundred and Twenty Million Naira Only);
- 8) That the first 5 years of the leasehold as stipulates in the Memorandum of Understanding was determined by effluxion of time on the 30<sup>th</sup> day of November, 2020.

The respondent did not effectively counter this very weighty averment or deposition. Where there is no effective contradiction of a deposition in an affidavit, the court is left with nothing except to believe the said deposition and act accordingly on them.

Having said this I think the end of justice will be better met if this Application is granted. I therefore grant this application.

The defendant is ordered to pay the Chief Registrar of this court the claim sum of ~~N~~120,000,000.00 (One Hundred and Twenty Million Naira Only) as arrears of rent for the period of 4 years.

The defendant is further ordered to pay this sum foresaid within 30 days.

The sub-lessees are hereby ordered to be paying their rent to the Chief Registrar of this court as at when due and the Chief

Registrar inturn shall pay such money into the interest yielding account.

This order is made pending substantive suit.

I so hold.

**APPEARANCE**

Raymond Ashikeni Esq. }  
BankoleAlongeEsq. } For the Claimant.

I. A. Bernard Esq. }  
Y. K. Abdul Esq. } For the defendant.

Sign

Hon. Judge

13/07/2021