

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

BEFORE: HON. JUSTICE O. C. AGBAZA

COURT CLERKS: UKONU KALU & GODSPower EBAHOR

COURT NO: 6

SUIT NO: FCT/HC/CV/2029/2018

BETWEEN:

ABUJA LEASING COMPANY LTD.....CLAIMANT

VS

MRS. CHINELO J. AYOADE.....DEFENDANT

RULING

This is a Ruling on the Admissibility or otherwise of a bundle of documents which includes;

- (i) Extract of Board Resolution of Abuja Leasing Company Limited; dated 25/5/2018,
- (ii) Deed of Sale between Dr. Oludayo Olusegun Dada, and Abuja Leasing Company Limited.
- (iii) Irrevocable Power of Attorney given by Dr. Oludayo O. Dada to Abuja Leasing Company Ltd dated 31/7/2017
- (iv) Deed of Assignment between Dr. Oludayo Olusegun Dada and Abuja Leasing Company.

- (v) Notice to Quit dated 31/5/2018, issued by the lawfirm of Ikechukwu Uzuegbu & Co. on behalf of Abuja Leasing Company Ltd to Dr. Oludayo O. Dada and
- (vi) Cash receipt dated 20/5/18 with No. 0126 issued by Ikechukwu Uzuegbu & Company to Abuja Leasing Company Ltd, all collectively sought to be tendered as evidence.

Defendant's Counsel objects to the Admissibility of the said bundle of documents on the ground that the Board Resolution and receipt issued by Ikechukwu Izuegbu & Co. were not frontloaded and parties are not allowed to spinning surprises on the other. The said Ikechukwu Uzuegbu are not parties to the case therefore urge court to refuse the documents.

Secondly, on the Deed of Assignment, Deed of Sale and Irrevocable Power of Attorney submits that both the Deed of Assignment and Deed of Sale are undated and signed by a non-juristic personalities, no Company Seal neither the Director or Secretary are on the document, the documents are worthless and urges the court to reject it.

Thirdly on the Power of Attorney although signed and dated 30/7/2017 but was not signed by any identifiable person therefore urge court to reject the document.

On the Notice of Quit submit that there is no instruction by the Claimant to the said Ikechukwu Izuegbu to issue the Notice to Quit therefore urge court to reject the document.

Responding, Claimant's Counsel submits that all the documents are pleaded through witness and seeking to be tendered are in compliance with all the Rules of Admissibility that they are relevant and material to the case, are of probative value and were duly pleaded. Submits further that the Deed of Sale Assignment and Power of Attorney were duly signed and registered and that the parties are bound by Agreement entered by them. As signified by the signatories to the said documents submit finally that the documents are pleaded, relevant and therefore admissible before the court.

I have carefully considered the submission of both Counsel for and against the Admissibility of the bundle of document in contention, I find that the issue which calls for determination is;

“Whether the document are capable of being admissible in evidence”

The criteria which govern Admissibility of documentary evidence has been stated in a Plethora of authorities as threefold that is;

- (1) Is the document pleaded?
- (2) Is the document relevant?
- (3) Is the document admissible in law?

See Okonji & Ors Vs George Njokanma (1999) 12 SCNJ 254 @ 273.

I have taken an insightful look at the documents in contention vis-a-vis the pleadings of the Claimant and I find that the facts which the documents refers are sufficiently pleaded. The fact of the Deed of Sale, Deed of Assignment and Power of Attorney were pleaded in Paragraph 4 while the

facts which refers to the Notice of Quit and receipt issued by Ikechukwu Uzuegbu & Co were pleaded in Paragraph 7, 8 and 9 of the Statement of Claim of the Claimant. I also find them relevant to the case of the Claimant. The pertinent question which follows is whether the document is admissible in law?

The Admissibility of documentary evidence are guided by the Provisions of Section 85 of the Evidence Act which prescribes that contents of documents may be proved either by Primary or Secondary evidence. Sections 86 and 87 of the Evidence Act defines what constitutes Primary and Secondary evidence. The contention of the Defendant's Counsel is not whether or not the documents are within the meaning of Primary or Secondary evidence as contained in Sections 86 and 87 of the Evidence, but that the document were either not frontloaded, signed by identifiable persons or dated all of these argument bothers on the weight to be attached to the documents which the court cannot determine at this stage of trial. Therefore the grounds for the objection of the Defendant's Counsel is not sufficient for court to reject the documents as evidence.

From all of these and having found the documents in contention, pleaded, relevant and admissible in law, this court hereby overrules the objection of the Defendant's Counsel and admit the documents collectively in evidence as Exhibits "A1-6"

HON. JUSTICE O. C. AGBAZA
Presiding Judge
2/3/2022

