

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY

HOLDEN AT ABUJA

THIS WEDNESDAY, THE 23RD DAY OF MARCH, 2022

BEFORE: HON. JUSTICE ABUBAKAR IDRIS KUTIGI – JUDGE

SUIT NO: CV/1991/2019

BETWEEN:

BUKOLA FASALOJO

(Suing through his lawful Attorney
Mr. Mojid Yusuf Eroje)

..... CLAIMANT

AND

1. FEDERAL CAPITAL DEVELOPMENT

AUTHORITY

2. HON. MINISTER OF THE FEDERAL CAPITAL

TERRITORY

3. MARIAM USMAN

} .. DEFENDANTS

RULING

The plaintiff sought to tender in evidence three documents as highlighted. There was no objection to the admissibility of the Power of Attorney and Land Sales Agreement.

The site identification letter was however objected to on the ground that it is a public document which has not been certified. In response, counsel to the plaintiff submitted that it is the original and no certification is required.

The objection is not one to dissipate energy. First there is no clarity showing whether the document is even from a Government Institution to bring it within the purview of **Section 102**. Even if it is, the law with respect to tendering of public documents is now fairly settled. A community reading of **Sections 85,**

88, 89 (c) and 90 (1) (c) shows clearly that documents shall be proved by primary evidence meaning the original document itself. Where however the original is not available and what is been tendered is a secondary copy or evidence of a public document, then it is only a Certified True Copy that is admissible.

Put another way, a public document may be proved through the original and where that is not available, then only a Certified True Copy of the secondary evidence will be admissible.

In this case, the document sought to be tendered even if a public document is clearly in the original. There is therefore no requirement for **certification** in the circumstances.

The contention by counsel that the original should not be with the party seeking to tender same is simply speculative posturing. The court has no luxury to indulge in such speculations. The identification letter has thus fulfilled the requirements of the law and is admissible.

On the whole, the irrevocable power of attorney dated 2nd July, 2015, the land sales agreement dated 2nd July, 2015 and the document titled identification of site dated 28th March, 2001 is admitted as **Exhibits P1, P2 and P3**.

Signed

Hon. Judge