

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
HOLDEN AT JABI**

THIS MONDAY. THE 31ST DAY OF JANUARY, 2022

BEFORE: HON. JUSTICE ABUBAKAR IDRIS KUTIGI – JUDGE

SUIT NO: /CV/1459/17

BETWEEN:

G.T.E.S.C LIMITED.....CLAIMANT

AND

**1. ACCESS BANK PLC
2. ECONOMIC AND FINANCIAL
CRIME COMMISSION (EFCC) }DEFENDANTS**

BENCH RULING

I have carefully considered the arguments on the admissibility of the secondary evidence of the contract agreement between **Triacta Nig Ltd V. G.T.E.S.C**

Now it is not in dispute that the contents of any document must be proved by the primary evidence or the original document as provided under **Sections 85 and 88 of the Evidence Act.**

Secondary evidence may however be given in circumstances coming within the purview of the provision of **Section 89(a)-(g) and 90(1) of the Evidence Act.** Where therefore a party lays sufficient foundation to allow for reception of the secondary evidence, it will be admissible.

In this case, the Plaintiff's witness has stated in evidence that the original of the sub-contract his company had with Triacta is with the said Triacta but that he has only the secondary copy.

I incline to the view that sufficient foundation has been laid here particularly in the light of the fact that on the pleadings, to Defendant did not join issues with respect to this sub-contract between Plaintiff and Triacta.

On the whole, the copy of the sub-contract between Triacta Nig Ltd and G.T.E.S.C Ltd is admitted in evidence as **Exhibit P6**.

Signed
Hon. Judge
31st January, 2022