

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

THIS TUESDAY, THE 26TH DAY OF APRIL, 2022.

BEFORE: HON. JUSTICE ABUBAKAR IDRIS KUTIGI – JUDGE

SUIT NO: CV/2522/2018

BETWEEN

FRIDAY CHECHET

(Carrying on Business under the name and style of
CHART-BARSHI BUSINESS ENTERPRISES)
(Suing through his lawful Attorney, AUDU MARK)

}

..... CLAIMANT

AND

- 1. FAWZU NIG. LTD**
- 2. ALHAJI YAKUBU USMAN**
- 3. MAIMUS INTEGRATED OIL COMPANY LTD**

}

... DEFENDANTS

RULING

I have carefully considered the submissions on both sides of aisle. The issue raised with respect to the admissibility of the extant power of Attorney is one that does not raise any difficult point of law. It simply has to do with the question of whether the document was pleaded or not.

It is correct that in law, it is the pleadings that streamlines the facts and or issues in dispute. The Rules requires that material facts be pleaded and what the pleadings does is to essentially put the adversary on notice of the case he is to meet in court and he won't be taken by surprise.

In this case in paragraph 8 (v) of the statement of defence, the defendants positively identified the Deed of Power of Attorney as the instrument of transfer between the 3rd Defendant and 1st Defendant. This paragraph was given flesh in paragraph 22 of the witness deposition of the DW1.

In the circumstances, it is difficult to understand the legal and indeed factual basis for the present complaint that the Power of Attorney was not pleaded.

I am not aware of any law or authority and none was cited that situates the contention that the pleader in addition to pleading the document must go further to state that the pleader will “**be relying on the document.**”

In any event if there was such a position in law, the list of documents attached to the pleadings or defence vide paragraph (4) has clearly and positively identified the power of attorney as one of the documents the defendants will be relying on.

The bottom line is that there has been more than ample pleading of the **power of attorney** sufficient to put the adversary in the know of the material fact that the power of attorney forms a critical part of the case of defendants.

Finally on the question of frontloading, it is to be noted that it is not the Rules of Court that govern admissibility of documents. There is here no violation of the substantive requirements of the Evidence Act. To the clear extent that the document was pleaded as found, the failure to frontload does not detract from the clear fact that the document was pleaded. There is here therefore no surprise or any miscarriage of justice in the circumstances.

The objection is accordingly discountenanced. The Power of Attorney tendered as evidence of transaction between Fawzu Nig. Ltd and Maimus Integrated Oil Company Ltd is admitted as **Exhibit D1.**

Signed
Hon. Judge