

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

**SUIT NO: CV/3093/2021**

**BEFORE HIS LORDSHIP: HON. JUSTICE BABANGIDA HASSAN**

**BETWEEN**

1. ROYAL COCKTAIL LTD  
2. MR. SAMUEL ASOMUGHA } \_\_\_\_\_ CLAIMANTS  
AND

1. CROWN PRINCE PROPERTIES  
AND DEVELOPMENT LIMITED } \_\_\_\_\_ DEFENDANTS  
2. ENGR. SHITTU A. ARIYO

**RULING**

The claimants filed this suit by originating summons with No. CV/3093/2021 and claim for the determination of the following questions:

1. Whether the action of the defendants by refusing to release the title documents of the land known as ED34 comprises about 3.4 hectares (34 plots) located at Kpeyegi Layout (Apo Tafi) behind Apo Resettlement, FCT, Abuja to the claimant as agreed in the sale and purchase Agreement does not amount to breach of the sale and Purchase Agreement entered into by the parties on 22/10/2019?
2. Whether the defendants have right to terminate the Sale Agreement they entered into with the claimants simply because a 3<sup>rd</sup> party or parties complained to them that the 2<sup>nd</sup> claimant is trying to sub charge or short charge them?
3. Whether the Sales Agreement entered into by the parties on 22/10/2019 was a mere compassionate and gratuitous Agreement which has no obligation on the defendants to perform?
4. Whether the claimants who had expended huge amount of money in furtherance of this Agreement have right under the Sale Agreement and laws of

contract to ask for specific performance of the agreement?

5. If the action of the defendants amount to the breach of the Sale Agreement, whether the claimants are entitled to damages for the breach?

The claimants claim against the defendants the following reliefs:

1. A declaration that the action of the defendants by refusing to deliver to the claimants the title documents of the plot known as ED34 comprises of about 3.4 hectares (34 plots) located at Kpeyegi Layout (Apo Tafi) behind Apo Resettlement, FCT, Abuja as agreed in the sale and purchase agreement dated 22/10/2019, ultra vires their powers under the Agreement and therefore a breach of the Sale Agreement.
2. A declaration that the action of the defendants by dividing the ED34 into smaller plots and distributing them to whoever they like, ultra vires their power as contained in Sale and Purchase Agreement dated 22/10/2019.
3. A declaration that the defendants' letter titled "Letter of withdrawal and Annulment of Agreements" dated 27<sup>th</sup> January, 2020 and addressed to the 2<sup>nd</sup> claimant ultra vires the powers they have under the Sale and Purchase Agreement dated 22/10/2019 and therefore illegal and void.
4. A declaration that the defendants' letter titled "Affidavit of disclaimer" dated 27<sup>th</sup> January, 2020 and addressed to the 2<sup>nd</sup> claimant amount to breach of Sale and Purchase Agreement dated 22/10/2019 and ultra vires their powers under the Agreement and therefore illegal and void.
5. An order of this Honourable Court compelling the defendants to specifically perform the obligations on their part as contained in the Sale and Purchase Agreement dated 22/10/2019.

6. An order of this Honourable Court for an injunction restraining the defendants, their privies, heirs, agents, successors in title and any other persons, howsoever called acting for them and on their behalf under whatsoever guise from enforcing the contents of the purported Letter of Withdrawal & Annulment of Agreement dated 24<sup>th</sup> January, 2020 and Affidavit of Disclaimer dated 27<sup>th</sup> January, 2020.
7. An order of injunction restraining the defendants, their agents, privies, successors-in-title and any one acting through them or on that instruction or at their instance or claiming through them from further violation of the content of the Sale and Purchase Agreement dated 22/10/2019 by giving out and distributing the land known as ED34 containing 34 plots of land and measuring 3.4 hectares, which is the subject matter of this suit.
8. An order of this Honourable Court awarding the sum of Two Hundred Million Naira (N2,000,000,000.00) only in favour of the claimants against the defendants as general damages for violating the content of the Sale and Purchase Agreement they have with the claimants and thereby caused damages and untold hardship to the claimants which includes the judgment sum of N54,9000,000.00 (Fifty four million, Nine Hundred Thousand Naira) only hanging on their neck and criminal prosecution which is still pending in High Court of FCT wherein the claimants are facing trial which could have been avoided if the defendants did not renege on their Agreement with the claimants dated 22/10/2019.
9. An order of this Honourable Court for the cost of this action against the defendants and in favour of the claimants to the tune of the sum of Five Million Naira (N5,000,000.00) only.

The originating summons is supported by forty-one paragraphed affidavit, and attached to the affidavit are

some documents labelled as EXH. 'A', 'B2', 'C', 'C1', 'D', 'E', 'F', 'F1', 'F2', 'G', 'J', 'J1', 'K', 'L', 'L1', 'L2', and it is also accompanied by a written address of counsel.

The defendants filed their counter affidavit of fifty-three paragraphs, and is accompanied by a written address of counsel. In addition to the further affidavit, the defendants filed this Notice of Preliminary Objection with No. M/1363/2022 challenging the competence of the suit on the grounds, among others, that the originating summons proceedings is not suitable for riotous or contentious issues of facts and by the stage of affidavit before the court the parties are not at idem in respect of all the facts, and that the claimants have submitted five questions for determination hinge on the document dated 23/10/2019 but are claiming reliefs relating to other acts and damages flowing from other transactions.

The preliminary objection is supported by six paragraphed affidavit, and attached to it is EXH. 'A', and is accompanied by a written address of counsel.

The defendants too filed their counter affidavit of five paragraphs and is accompanied by a written address of counsel.

The claimants filed their further and better affidavit of fifty-three paragraphs which also accompanied by a written address on points of law, and the defendants too filed their further and better affidavit in support of the preliminary objection and is also accompanied by a written address of counsel.

It is in the affidavit in support of the Notice of Preliminary Objection that the originating summons of the claimants and the reliefs sought which include the claim for the general damages and a claim for a judgment sum to which the defendants/objectors were not parties and the action is not one that should be determined under the originating summons, and that by the affidavit in support of the originating summons, the claimants did not show that they have carried out their own part of the understanding by furnishing the agreed consideration as to make the document

dated the 22<sup>nd</sup> October, 2019 to be an agreement for enforcement.

It is stated that the purported agreement of 22/10/219 was not signed by any of the parties to the said agreement, and that the proceedings is riotous and contentious and ought not to be decided by originating summons proceedings as there are substantial dispute of facts which can only be resolved by having witnesses and having them cross-examined.

In his written address, the counsel to the defendants formulated lone issue for determination, to wit:

**Whether or not the Honourable Court can proceed legally to entertain the substantive suit commenced by means of originating summons?**

The counsel submitted that by our laws, the practice and procedure, an originating summons procedure is not to be cited for matters that are contentious and where the dispute of facts is substantial and he cited the cases of **Wakwah V. Ossai (2002) 2 NWLR (pt 752) p. 548 at 561-562, paras. F-B**; and **Keyamo V. House of Assembly Lagos State (2002) 18 NWLR (pt. 799) p. 605 at 613, paras. E-F**.

The counsel submitted that for a court to be competent, three fundamental requirements must exist, to wit:

1. It must be properly constituted as regards to numbers and qualifications of the members of the bench, and no member is disqualified for one reason or another;
2. The subject matter of the case is within its jurisdiction, and there is no feature of the case which prevents the court from exercising its jurisdiction;
- and 3. The case comes before the court initiated by due process of law, and upon fulfillment of any condition precedent to the exercise of jurisdiction.

To him, any defect in competence is fatal, for the proceedings are a nullity however well conducted and

decided, the defect is extrinsic to the adjudication and he cited the case of **Madukolu Nkemdilim (2006)**.

The counsel submitted that by Order 2 Rule 3(3) of the Rules of this court provides for the procedure and circumstances under which a proceeding can be commenced under the originating summons proceedings, and to him, from the questions submitted to the court for interpretation, it is clear that they relates to a single document being the agreement made on the 22/10/2019 hereto attached as EXH. 'A', and from it, it can be seen that the parties to the document did not sign it to make it binding on them and having not signed by the parties thereto, it cannot be the basis of a legal action.

It is also submitted that the said document has obligation on the part of the claimants to pay a consideration of ₦204,000,000.00 (Two Hundred and Four Million Naira) only which sum the claimants have not paid to date or have not shown to have paid in their affidavit in support of the originating summons, and to him this case is contentious and riotous and ought not to be determined by an originating summons as the parties cannot properly ventilate their grievances in the circumstances.

The counsel submitted that they established the following categories of defect as follows:

- a. Proceedings which ought to have been served but have not come to the notice of the defendant at all, this does not include cases of substituted service, or services by filing in default or cases where service has properly been dispensed with;
- b. Proceedings which have defects on issuing proceedings; and
- c. Proceedings which appear to be duly issued but fail to comply with a statutory requirement, and he cited the cases of **Odua Investment V. Talabi (supra)**, and **Bayero V. Mainasara & Sons Ltd (2007) All FWLR (pt 359) p. 1285 at 1292.**

It is submitted that the failure to proceed under the proper procedure by the claimants is fundamental to the competence of the suit and such incompetence affects the jurisdiction ordinarily donated to the court by statute and constitution, and he cited the case of **Ibadan S.E. V. Adeleke (2007) 1 SCNJ p.1at 41 -42** to the effect that originating summons is not for controversial issues that will demand pleading and where facts in dispute are riotous, and a plaintiff must come by way of a writ of summons, and he cited the case of **Hon. Justice Ozaliat Eleru Habeeb V. A.G. Federation &Ors (2018) 2 SCNJ p. 569 – 570** to the effect that even if it is a document, contract or statute that is submitted for interpretation, once facts become hostile, the proceedings cannot be done under the originating summons proceedings.

The counsel submitted that the claimants are claiming for money which includes money flowing from a judgment of the FCT High Court in suit No. FCT/HC/CV/636/2019 to which the defendants/objectors were not party to and which documents marked as EXH. 'G' which is attached to the affidavit in support of the originating summons and is not made the subject of the court determination by the claimants as the duly document the claimants want to be determined from the questions asked is a document dated 22/10/2019 which is attached to the originating summons as EXH. 'E' and in this preliminary objection as EXH. 'A'

It is submitted that the claimants attached a barrage of documents in their attempt to justify their claims, and that in itself makes the proceedings hostile and not suitable to be determined under the originating summons. He submitted further that the defendants filed their counter affidavit denying all the averment and making the averments to be conflicting which can only be resolved by calling witnesses, and he urged the court to take judicial notice of all the processes that have been filed in this suit pursuant to section 122 (2) of the Evidence Act 2011, and he urged the court to ask parties to file pleadings.

On the other part, it is in the counter affidavit of the claimants in opposing the preliminary objection that the facts contained in the originating summons are proper and the matter can be determined under the originating summons, and that paragraphs 4 and 5 of the affidavit in support of the preliminary objection are not true, and that the problem that stall the various chains of agreements the claimants have with the defendants from 2015 to the present agreement in 2019 was not failure to furnish consideration as alleged but the defendants/objectors reneging in their agreement. That the agreement of 22/10/2019 is enforceable in law and its content is very clear as to how the consideration should be realised and paid.

It is deposed to the fact that the defendants/objectors informed in paragraph 4(iii) of their affidavit in support that the agreement of 22/10/2019 though called "purported" was signed by any of the parties to the said agreement, and that the facts are not riotous and contentious as claimed by the defendants/objectors, and that there is no dispute.

It is stated that the alter egos of the 1<sup>st</sup> claimant and that of the 1<sup>st</sup> defendant clearly signed EXH. 'E' attached to the originating summons, and which an EXH. 'A' attached to the affidavit in support of the preliminary objection.

In his written address, the counsel to the claimants raised this issue for determination, to wit:

**Whether or not the Honourable Court can proceed legally to entertain the substantive suit commenced by means of originating summons?**

The counsel answered the above issue in the affirmative, and he referred to Order 2 Rule 3(1) and (2) of the Rules of this court, and further submitted that a close look at the originating summons before this court will reveal that it calls to interpret EXH. 'E' thereto with a view to determine whether it is a mere compassionate and gratuitous agreement which does not confer any obligation on the defendants as claimed by them in EXH. 'J' attached to the originating summons, and where this court comes to the conclusion that EXH. 'E' dated



the 22/10/2019 is not mere compassionate and gratuitous agreement but one confers obligation on the defendants to perform in furtherance of same, then the court would have power to compel the defendants/objectors to so perform the obligations.

The counsel submitted that Order 2 Rule (3) is the discretion of the court for it to look at the facts before it, hence it may order for pleadings to be exchanged or under that based on the facts contained in the affidavit of parties oral evidence be given where facts are riotous and contented, and to him, there is no amount of oral evidence that could change or add to the content of EXH. 'A' attached to the affidavit in support of this objection which has clear provision on how the consideration of N204,000,000.00 (Two Hundred and Four Million Naira) is going to be realised and paid.

It is also submitted that the cases of **Odua Investment V. Talabi and Bayero V. Mainasara & Sons Ltd** are not applicable to the instant case.

On the contention of the defendants that they are not party to the suit with No. CV/636/2019, the counsel to the claimants submitted that the said suit was avoidable if the defendants had performed their obligation to the claimants as contained in EXH. 'A' and indeed all other subsequent agreements they entered which the defendants breached reckless, and according to the counsel where a party who entered into an agreement with another failed to perform his side of the bargain and the failure caused the other party to incur some damages, that other party must be banned to indemnify the party for the avoidable loss incurred as a result of the failure to perform his part of the bargain and he urged the court to so hold and dismiss this preliminary objection.

The defendants filed a further affidavit in support of the preliminary objection, in it, it is deposed to the fact that at paragraph 4(iii) of the affidavit in support of the preliminary objection, the deponent said that the purported agreement of 22/10/2019 was not signed by any of the parties to the said

agreement but in typing the word “Not” was omitted even though the document was attached as EXH. ‘A’, and that if this case is transferred to the general cause list and pleadings ordered, the Honourable Court can direct parties to prove their positions in the case.

It is stated that contrary to paragraph 3(j) of the claimants/respondents’ counter affidavit, none of the parties to the purported agreement signed it as in EXH. ‘A’ attached to the Notice of Preliminary Objection and that the 2<sup>nd</sup> claimant and the 2<sup>nd</sup> defendant only signed as witnesses and not for the parties to the agreement.

The counsel to the defendants re-iterated his position on the issue earlier formulated and submitted that in view of the state of affidavit evidence before the court, it ought not to proceed to entertain the substantive suit as an originating summons but should order parties to file pleadings so that witnesses can give evidence and be cross-examined.

The counsel argued further that Mr. S.N. Okonto or counsel is at best a counsel to the claimants/respondents and was never a party or a witness to this instant suit, and to him, a counsel has no knowledge of the facts of the case other than the facts related to him by the parties, and therefore, to him, the instant counter affidavit of the claimants/respondents, the deponent thereto, who is the 2<sup>nd</sup> claimant/respondent purports to have gotten information from his counsel, and he submitted that this is against the evidential jurisprudence, and he cited the case of **Fumudoh V. Aboro (1991) 9 NWLR (pt 214) p. 221 at 230** to the effect that a counsel, being a hired professional cannot put words in the mouth of the hirer, the client. His function is to get the facts from his client and make use of them in the light of the law of which he is an expert.

The counsel submitted that from the totality of affidavit evidence before the court the parties are not agreed in any material respect and the suit is therefore not one that should be decided as affidavit evidence and there is need to direct the parties to file pleadings so that the case will be decided

on the merit in view of the contentious nature of it, and he cited the case of **Ossai V. Wakwah (supra)**.

The counsel further submitted that the matter is not for the construction of the agreement alone, but for the determination of the alleged expenses incurred by the claimants, the rights of the claimants to ask for specific performance, and the rights of the claimants to ask for damages for alleged breach of contract, and he cited the case of **Dagogo V. A.G. Rivers State (2002) FWLR (pt 131) p. 1956**, and he urged the court to discountenance the counter affidavit and uphold the objection of the defendants by ordering parties to file pleadings in the interest of justice.

Let me reframe the issues already formulated by the two counsel in this application, to wit:

**Considering the facts and circumstances of this application, whether the claimants wrongly commenced this suit by originating summons?**

Thus, Order 2 Rule 3(1) of the Rules of this court, 2018 provides:

**(1) Any person claiming to be interested under a deed, will, enactment or other written instrument may apply by originating summons for the determination of any question of construction arising under the instrument and for a declaration of the rights of the persons interested."**

By the above quoted rule, it can be inferred to mean that originating summons is used by a person claiming interest under a deed, will, or other written instrument whereby he will apply through originating summons for the determination of any question of construction arising under the instrument for declaration of such interest. See the case of **Ukpaka V. Toronto Hospital Nig. Ltd (2010) All FWLR (pt 532) p. 1711 at pp. 1727-1728, paras. H-B**.

In the instant suit, the claimants commenced it by filing an originating summons for the determination of the question already reproduced above, and it is on the above, the

defendants filed this Notice of Preliminary Objection contending that originating summons is not suitable for this suit on the ground that the issues and facts are contentious and riotous and that the parties are not at idem in respect of the whole issues and facts. It is also the contention of the defendants that the claimants have submitted five questions for determination hinged on the document dated the 22/10/2019, and are claiming reliefs relating to the life and damages flowing from the transactions. While it is the contention of the claimants that the facts contained in the originating summons are proper and matter can be determined under it, to the effect that what stalled the various claims of agreements the claimants have with the defendant from 2015 to the present agreement in 2019 was not failure to furnish consideration as alleged but that the defendants reneged in their agreement, and that the agreement of 22/10/2019 is enforceable in law and its content is very clear on how the consideration should be realised and paid. It is also the contention of the claimants, in disagreeing with the defendants that the agreement dated the 22/10/2019 is not signed, that such agreement was signed by the parties to the said agreement, and therefore, to the claimants, the facts are not riotous and contentious as claimed by the defendants.

Thus, in determining whether the facts in support of an originating summons are contentious, it is the nature of the claim and the facts deposed to in the affidavit in support of the claim that will be examined to see if they disclose disputed facts and hostile nature of the proceedings. See the case of **Oguebego V. P.D.P (2016) All FWLR (pt 822) p. 1706 at 1728, paras. B-C**. In the instant application I have to go through the reliefs/claims made by the claimants and the affidavit in support of the originating summons with a view to see whether they disclose hostile nature of the proceedings.

In the suit, the subject document of the interpretation is the Sale Agreement dated the 22<sup>nd</sup> day of October, 2019, and in the circumstances of this application, the defendants, who raised this objection contended that the Sale Agreement is

not enforceable as the parties have not signed the agreement, while it is the contention of the claimants that the agreement is enforceable as it was signed by the parties. The claimants therefore, seek for an order of this Honourable Court for an injunction restraining the defendants, their privies, heirs, agents, successors-in-title and any other persons, howsoever called acting for them and on their behalf under whatsoever guise from enforcing the contents of the purported letter of withdrawal and Annulment of Agreement dated the 24<sup>th</sup> January, 2020 and Affidavit of Disclaimer dated 27<sup>th</sup> January, 2020.

The claimants also seek for an order of injunction restraining the defendants their agents, privies, successors-in-title and anyone acting through them or in their instruction or at their instance or claiming through them from further violation of the content of the Sale and Purchase Agreement dated 22<sup>nd</sup> October, 2019 by giving out and distributing the land known as ED34 containing 34 plots of land and measuring 3.4 hectares; which is the subject matter of this suit.

It is also the claim of the claimants for an order of this court awarding the sum of N200,000,000.00 (Two Hundred Million Naira) only in their favour against the defendants as general damages for violating the content of the Sale and Purchase Agreement they have with the claimants which includes the judgment sum of N54,900,000.00 only hanging on their neck and criminal prosecution which is still pending in High Court of FCT wherein the claimants are facing trial which would have been avoided if the defendants did not renege on their agreement with the claimants dated 22/10/2019.

The claimants also claim for an order of this court for the cost of this action against the defendants and in favour of the claimants to the tune of the sum of N5,000,000.00 only.

Thus, in paragraphs 6, 7, 8, 9, 10, of the affidavit in support of the originating summons, the claimants stated that they were first given a land measuring twenty hectares and consisting of two hundred plots of land situate at Orozo area of FCT at the cost of N200,000,000.00, by the defendants, and

the plots having been encumbered, the defendants gave them another parcel of land under the name Carosom Peace Estate at Shape Area of FCT/Nasarawa State measuring of five hectares, and the defendants after the claimants spent some money decided to relocate the claimants to another land within the neighbourhood of Brekete Family Project and which the claimants rejected. That upon the rejection of the relocation, the defendants gave the claimants a parcel of land again at Kpeyegi Layout Apo Hills measuring 30 hectares, and the claimants accepted, and later it was discovered that the title documents provided by the defendants are not genuine.

It is stated that upon the failure of the above agreement, the defendants gave to the claimants a land of 18 hectares comprising ED32, ED33, ED34 and ED35, and both parties entered into agreement for the sale of four plots and authorisation letter to FHA for the commencement of the development, the defendants further went ahead to take away two more parcels of land ED33 and ED35 leaving the claimants with ED34, and also promised to give to the claimants another land to make it up which the defendants never did.

It is stated that while the claimants were working on site ED34, the defendants gave to the claimants yet another land located at Karshi Area of Nasarawa State measuring 5 hectares, and they made a deposit of N1,500,000.00 to the defendants, and they also paid the sum of N700,000.00 for clearing of the site.

By the above averments in the affidavit in support of the originating summons, it can be inferred that the two parties have entered into different agreements, and up to the point of entering into an agreement for ED34 plot, which is the subject of interpretation. However, it was deposed to the fact that the defendants also gave the claimants another plot in which they expended up to the sum of N1,500,000.00 to the defendants and payment of N700,000.00 for clearing, and an agreement was entered to that effect.

In paragraph 16, it is stated that the claimants borrowed the sum of N22,000,000.00 only with interest from Yeathto Nigerian Limited owned by Mr. Mathew Oyeyemi, and also collected the sum of N10,000,000.00 from Mr. Onuoha Emmanuel.

Now, what will keep on agitating in the mind of this court is, whether the subsequent agreement EXH. 'F', and the evidence of payment EXH. 'F1', and supersedes the earlier agreement EXH. 'E' with respect to the plot ED34, which is the subject of the interpretation? Which of the agreement that will be enforceable? Having the agreement EXH. 'E', whether it is shown on the face of it that it was signed or not, will it not require the production of the original copy of the agreement EXH. 'E' in order to resolve the conflict? Is there no conflict as to the validity of the agreement EXH. 'E' which this court has to resolve before it is enforced as claimed by the claimants?

On the issue of the claim of N200,000,000.00 made by the claimants against the defendants which include the judgment sum of N54,900,000.00, to my mind, the court has to enquire whether the judgment of the FCT High Court is binding on the defendants or not, and why the judgment sum is included in the claim of general damages.

The sum of N22,000,000.00 only with interest which the claimants borrowed from Yeathto Nigeria Limited, will it not be necessary for this court to enquire whether it was with the agreement of the defendants before such loan was obtained by the claimants in order to find the defendants liable?

It is not clear to this court whether all these monies mentioned in some paragraphs of the affidavit in support of the originating summons are part of the claim of N200,000,000.00, or are for what else?

It is on the above premise that I draw an inference that looking at the claims before the court, and the questions raised by the claimants, it can be inferred that the issues raised thereon deal with very serious questions as to whether there was even a contract between the two parties which this court has to resolve in one way or the other. See the case of **Kwara**

**Polytechnic Ilorin V. Oyebanji (2008) All FWLR (pt 447) p. 152 at 193, paras. C-E.** In the instant suit, the claimants having exhibited EXH. 'E', being a photocopy, and the defendants disputed that it is not signed, this court has to resolve in one way or the other whether there is even an agreement between the parties, and to my mind, this is a conflict which must be resolve. See the case of **Ukpaka V. Toronto Hospital Nig. Ltd (supra)** where the court held that originating summons is normally used in situation where there is no serious dispute in the documentary evidence. In the instant case, the validity or otherwise of EXH. 'E' attached to the affidavit in support of the originating summons is a dispute which this court has to resolve before enforcing such agreement, and to this I so hold.

The claimants also in paragraph 26 of the affidavit in support of the originating summons stated that the long awaited title documents of ED34 and others were about to be approved by AGIS, the defendants got wind of it and started exhibiting their dubious characters again by writing to the 2<sup>nd</sup> claimant a letter titled: "Letter of Withdrawal & Annulment of Agreement" dated 24<sup>th</sup> January, 2020 and Affidavit of Disclaimer dated 27<sup>th</sup> January, 2020. Now whether this averment constitute an allegation of crime, and an allegation of crime, and where there is such an allegation of crime, then it cannot be determined through the originating summons. See the case of **Alfa V. Attai (2019) All FWLR (pt1000) p. 556 at 578; paras. C-G per Nweze JSC.**

Thus, it was held by the Court of Appeal, Abuja in the case of **Nigerian Reinsurance Corp. V. Lidjoe (2008) All FWLR (pt 414) p. 1538 at pp. 1556 paras. H-A** that a trial court has the jurisdiction to convert an originating summons to a writ of summons and order pleadings in the matter. In the instant suit, I so order that pleadings be filed by parties.

Hon. Judge  
Signed  
1/6/2023



Appearances:

M.Y. Tanko Esq appeared for the defendants. The claimants is in court.

CT-REG: Have you invited the counsel to the claimant that the ruling would be coming up to today?

REG-CT: Yes I did as I sent a text message.

CT: The ruling is delivered and the matter is adjourned to 16<sup>th</sup> day of November, 2023 to enable parties file their pleading.

Hon. Judge

Signed

1/6/2023