

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT GWAGWALADA-ABUJA  
ON MONDAY THE 13<sup>TH</sup> NOVEMBER, 2023**

**SUIT NO: FCT/HC/CV/6605/2023  
MOTION NO: M/14350/2023**

**BEFORE HIS LORDSHIP: HON. JUSTICE A. I. AKOBI**

**BETWEEN**

**CHLOE NIGERIA LIMITED.....CLAIMANT**

**AND**

**MINISTER OF THE FEDERAL MINISTRY OF SPECIAL  
DUTIES AND INTER-GOVERNMENTAL AFFAIRS }.....DEFENDANT**

**R U L I N G**

The claimant filed this suit against the defendant vide Writ of Summons on the 23/06/23. Reliefs sought are as contained on the face of the writ. Also filed on the 16/10/2023 is a motion ex parte with motion no: M/14350/2023 seeking for:

1. The leave of the court to refer this suit to Arbitration at Abuja Multi-door Court (AMDC) in line with Article 13 of the Contract Agreement between claimant and defendant.

2. And for such further order(s) as this Honourable Court may deem fit to make in the circumstances.

The application has 3 paragraphs of supporting affidavit deposed to by Sarah Otuya and a written address wherein a sole issue is formulated thus:

Whether the Claimant/Respondent is entitled to the relief sought in his counter-affidavit. I do not understand the issue so formulated; what counter affidavit is being referred to? Nevertheless, I think the only issue the court will decide on is whether the claimant is entitle to the relief sought?

The court is empowered under order 19 rule 1 of the rules of this court to encourage settlement of matters either by:

- a. Arbitration
- b. Conciliation
- c. Mediation
- d. Or any other method of dispute resolution.

In the instant case, the court has not commence hearing on this matter. In fact, on going through the case file I noticed that there is no evidence of proof of service of the originating processes on the defendant. In other words, the defendant has not been informed of the pendency of this suit against it. The claimant had averred in paragraph 3(b) of the affidavit in support that there exists article 13 in the parties' contract

agreement wherein they expressly agreed in case of dispute to explore Arbitration. On careful perusal of Article 13 of Exhibit A (Contract Agreement) attached to this application, it state thus: **13 (a):** If any dispute arises between the parties in connection with this agreement, the parties shall within 10 days, meet and attempt in good faith to resolve the disputes, before pursuing any other remedies available to them, under this agreement.

**(b):** if the parties or any of them are unable to resolve dispute, any such dispute shall be resolved in accordance with the laws of Arbitration.

It is averred in paragraph 3(b) of the affidavit that all attempt to settle their dispute amicably failed. An attempt to settle the dispute is in line with article 13(1)(a) of the contract agreement. The claimant in my view had approached this court with this application to ensure compliance with article 14(1)(a) which is to the effect that any dispute that remains unresolved for a period of 15 days, under Article 13.1 either party to the dispute shall submit the dispute for settlement by arbitration.

I took a further and careful examination of exhibit A (Contract Agreement) between the parties, it is observed that one **Friday Okpanachi and the company secretary** affixed their signature for the claimant while Mr. William Alo, the Permanent Secretary signed for and on behalf of the defendant. The Law is firmly

settled that parties are bound by the terms of their agreement. A party who freely signs agreement is bound by its terms and cannot willfully opt out of it and the court must treat such term as sacrosanct. See **Jalbait Ventures (Nig) Ltd v. Unity Bank Plc (2016) LPELR – 41625 (CA)**.

The parties having agreed to refer their dispute under this agreement to Arbitration, and the claimant having approached the court by ex part application to put it to effect, I hereby invoked my power under order 19 Rule 2(1) of the High Court of the Federal Capital Territory Civil Procedure Rules 2018 and refer this case to Abuja Multi-door Court (AMDC) of the High Court of FCT Abuja in line with Article 13 of the Contract Agreement between claimant and defendant for resolution.

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**HON. JUSTICE A.I. AKOBI**  
**13/11/2023**