On Issue No.2 formulated by the 1st and 2nd Defendants on whether the Plaintiff’s purported title to the Res is valid and subsisting and to whether the revocation of the Res by 1st & 2nd Defendants based on overwhelming public interest to maintain the Abuja Master Plan, the said former Plot 729 has ceased to exist. The Plaintiff Counsel submitted that Plaintiff title to the Res is still subsisting and valid as it has not been revoked because the purported revocation notice tendered in this case wholly failed to meet the requirement of the law. That the letter was not addressed to Plaintiff – its Clerk or Secretary. That it was addressed to a total stranger – New World Manufacturer Nigeria Limited.

Again it was not delivered to the Plaintiff’s registered address at 22 Offa Road Ilorin, Kwara State. That it was addressed to Plot 729 Jabi Lake, Abuja which has no nexus with the Plaintiff’s address on record with the 1st & 2nd Defendants. That the revocation was done in bad faith.

Again that 3rd Defendant continued construction on the Res despite being aware of the subsisting Plaintiff’s interest, right and claim shows 3rd Defendant has no regard for justice and due process of law. That the letter was never served on it or sent to its registered address.

That submission of 1st & 2nd Defendants in paragraph 4.2 & 4.3 of their Final Address rankles the face of the logical reasoning of the records. That their submission is inconsistent and a misunderstanding of S. 44 of the Land Use Act 1978.

So also that the submission of the 3rd Defendant as issue of Revocation is regulated by statute – Land Use Act, which provides the procedure by which such title may be revoked.

That the 1st & 2nd Defendants failed to follow the laid down procedure for revocation of the Res as the Plaintiff was not served as required by law therefore the revocation was void. That the 1st & 2nd Defendants did not tender any evidence to show that it served the Plaintiff at its known registered address. He cited the case of:

Kandix Limited V. A-G Cross River State

(2010) LPELR – 4389 (CA)

FCT V. Fentile Arees Limited

(2018) LPELR – 45996 (CA)

That the purported Letter of Revocation served at the Plot 729 Jabi Lake Area, Abuja is ineffectual in determining the title of the Plaintiff over the Res. That Plaintiff never received any such letter. That 1st & 2nd Defendants admitted that the Plaintiff address is 22 Offa Road Ilorin. That this irregularity in the service of the Revocation Letter is a proof that the Notice was not done in accordance with the provision of S. 44 Land Use Act 1978. He urged the Court to hold that the purported revocation was null and void and of no effect. So also the submission of the 3rd Defendant to that effect. He referred to the case of:

Napoleon S. Oranzi V. A-G Rivers

(2017) LPELR – 41737 (SC)

He urged Court to resolve this issue in favour of the Plaintiff and hold that the purported revocation is null and void.

That the statement of the 1st & 2nd Defendants in paragraph 5.5 & 6.3 of their Final Address and that of the 3rd Defendant in paragraph 5.2 of its Final Address are misconceived. He referred to:

Major Shehu Ibrahim V. Dr. Junaid Salik

(2003) LPELR – 1409 (SC)

On the 3rd Issue formulated by the 3rd Defendant, on whether Plaintiff proved its case, the Plaintiff Counsel submitted that the Plaintiff has proved its case on balance of probability as required S. 134 Evidence Act 2011 and therefore it is entitled to the grant of the Reliefs sought.

That Plaintiff as corporate entity submitted EXH 2 and 1st & 2nd Defendants granted EXH 4. That EXH 7 was not served on the Plaintiff and was never received. That all the Defendants failed to establish that EXH 7, 11 & 17 were served on the Plaintiff as required by law. He referred to the case of:

T. Delak Distribution Services Limited & Anor V. Ugbowanko

(2018) LPELR – 46480 (CA)

He urged the Court to hold that Plaintiff has established that it is the same person whom Plot 729 was allocated too and that the purported Revocation Notice of 10/3/05 addressed to New World Manufacturers Limited was not served on the Plaintiff as prescribed by law. He also cited the case of:

Akingbade & Anor V. Babatunde & ors

(2017) LPELR – 43463 (SC)

That based on the above, the issue of Damages was properly pleaded and proved by Plaintiff and as such it is entitled to its Reliefs.

That Defendant had not established that the revocation was properly done. That submission of proper revocation was not supported with credible evidence.

That submission of the Defendant on the Demolition of the Res on failure of the Plaintiff to develop within 2 years as justification for revocation and demolition is not proper. That the Defendants did not dispute the facts as stated by Plaintiff in that regard. They did not dispute facts in paragraph 18 – 20 of Statement of Claim. He referred to the case of:

Hassan V. Obodoeze & ors

(2012) LPELR – 14355

Lawson V. Okoronkwo & ors

(2018) LPELR – 46356 (SC)

That Plaintiff is entitled to General Damages which naturally is implied by law once it is established. He referred to the case of:

Taylor & Anor V. Ogheneovo

(2011) LPELR – 8955 (CA)

On Cost, the Plaintiff Counsel submitted that Plaintiff is entitled to cost. That after all, cost follows event and is awarded as a matter of course. He referred to the case of:

NNPC V. Clifco Nigeria Limited

(2011) LPELR – 2022 (SC)

On the submission by Defendants especially the 3rd Defendant that Plaintiff failed to identify the Plot in dispute and did not specifically plead and prove special damages, the Plaintiff Counsel submitted that Plaintiff made a positive and specifically pleaded in paragraph 7 of its claims where he identified the Plot in issue, the date of allocation and the number of Plot. That all the Defendants did not deny that fact of existence of the Plot. That all parties agreed that the Plot in dispute is known as Plot 729. That issues were not joined as per the identity, location and description or existence Plot 729. That Defendant agreed it was revoked because of overriding public interest as shown in paragraph 10 (d) – (g) of 3rd Defendant Statement of Defence. That on their part the 1st & 2nd Defendants pleaded allocation of Plot 729 in paragraph 5 of their Statement of Defence. That from the above, none of the parties can deny existence of the Res – Plot 729. That existence of Plot 729 was not put in issue. That it cannot be made an issue at Final Address as Counsel address cannot be substituted for pleading or evidence. He referred to the case of:

Ogunde V. Abdusalam

(2017) LPELR – 71875 (CA)

White Diamonds Property Development Company Limited V. Trade Wheels Limited

(2018) LPELR – 44572 (CA)

That 3rd Defendant pleaded that the Plot 729 was added as part of its land allocated to it upon revocation by 1st & 2nd Defendants. He urged Court to discontinuance the argument and submission of the Defendant to that effect.

He submitted that special damages specifically pleaded, the damages specifically suffered by the infractions of the Defendants in paragraph 18 & 19 of Statement of Claim. The 3rd Defendant failed to specifically deny that fact of demolition of the Plaintiff’s property. But it stated that any interest of the Plaintiff on the land was been lawfully extinguished by virtue of the revocation. That the Plaintiff successfully proved special damages and as such he is entitled to the special damage. He referred to the case of:

UBN V. Chimaeze

(2014) LPELR – 22699 (SC)

He urged the Court to so hold.

On the Plaintiff being entitled to Reliefs sought, he submitted that having met all the parametres the Plaintiff is entitled to the Reliefs sought in this case. That Plaintiff have successfully proved its case that it is the allottee of Plot 729 and that the Letter of Revocation was not served on it. That 3rd Defendant did not lead evidence to controvert that and 1st & 2nd Defendants too, it is entitled to its claims. That 1st & 2nd Defendants not tendering and document to substantiate its averments in its amended Statement of Defence means it has abandoned its averments thereon. He referred to the case of:

Ifefa V. SPDC Nigeria Limited

(2006) 8 NWLR (PT. 983) 585

That Plaintiff, through PW1 discharged the evidential burden cast on it by S. 134 Evidence Act. That Defendants were not able to do same. Therefore the Court should discontinuance the Defendants’ submission and grant the Reliefs sought by holding that the Plaintiff is entitled to the Reliefs sought in this case. That testimony of DW1 & DW2 are not credible at all as they are misleading.

In conclusion, that given the inconsistencies in the submission of the Defendants the Court should discontinuance same and resolve all the issues in dispute in favour of the Plaintiff and hold that Plaintiff has proved its case on Balance of Probabilities and therefore enter Judgement in the favour of the Plaintiff and grant it all the Reliefs sought.

In the 3rd Defendant’s Reply to Plaintiff’s Final Address urging Court to discontinuance the issues raised in the said Plaintiff’s Final Address, he submitted as follows:

On Issue of restoring Abuja Master Plan as contained in paragraph 9.1 (k) of Plaintiff’s Final Address that Plaintiff did not deny that issue and as such the fact is deemed admitted by Plaintiff. They cited several cases:

Sunday Modupe V. The State

(1998) 4 NWLR (PT. 87) 130 @ 137

Oteki V. A-G Bendel State

(1986) 2 NWLR (PT. 24) 652

Ehinianwo V. Chief Olusola Oke & Or

(2008) LPELR – 1054 (SC)

That there is no inconsistent in the facts pleaded by the 3rd Defendant. It submitted that what 3rd Defendant was to plead facts in alternative in its Statement of Defence and same cannot therefore amount to inconsistent pleadings. They referred to the case of: