

THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY ABUJA  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT COURT NO. 20 WUSE ZONE 2, ABUJA  
BEFORE HIS LORDSHIP: HON JUSTICE A. S. ADEPOJU.

ON THE 9<sup>TH</sup> DAY OF FEBRUARY, 2021

SUIT NO: FCT/HC/CV/1777/15

BETWEEN:

UNION BANK OF NIGERIA PLC-----PLAINTIFF

AND

1. HONOURABLE MINISTER FEDERAL CAPITAL TERRITORY.
  2. FEDERAL CAPITAL DEVELOPMENT AUTHORITY
  3. ABUJA INVESTMENT COMPANY LIMITED
  4. ATTORNEY GENERAL AND MINISTER OF JUSTICE.
- }.....DEFENDANTS

**MRS. FRANSISCA EBIZIM** Legal adviser representing the 3<sup>rd</sup> defendant, is in court.

**JOSEPH TOBI** for the plaintiff.

**N.B. CRISHIWARI** for the 1<sup>st</sup> and 2<sup>nd</sup> defendants.

**M.I. ABUBAKAR** for the 3<sup>rd</sup> defendant appearing with **I.B. HARUNA**.

**JUDGMENT**

The plaintiff in an originating summons dated and filed on Friday 8<sup>th</sup> May, 2015 formulated the following issues for determination;

**1. Whether:**

- a. On a careful, proper and correct construction of the provisions of:(i) Sections 51(2), 5(1)(a) and 8 of the Land

use Act cap L5 Laws of the Federation of Nigeria (Revised Edition) 2010; (ii) Regulation 8 read together with the Rules 2(i)(ii) and 4(ii)(v) of the Tenth Schedule to the Federal Capital Territory Land Use Act Regulation Cap 15 Laws of the Federation of Nigeria(Revised Edition) 2010; (iii)Section 168(1) of the Evidence Act 2011 and (v) Letter of Federal Capital Territory Administration dated 12<sup>th</sup> February,; 2013.

- i. The 1<sup>st</sup> defendant having lawfully and validly allocated plots No.1152 Zone A00(MISC 80581); No. 1 Zone F01(MISC 80587); No.3421 Zone F01(MISC 81464) to the plaintiff, can turn around to cancel/withdraw the allocations on grounds of encumbrance when the said encumbrances were nonexistent at the time the plots were allocated to the plaintiff.
- b. on a careful proper and correct construction of Sections 28(1)(2)(4)(5)(6) and 51(2) of the Land Use Act CAP L5 Laws of the Federation of Nigeria(Revised Edition) 2010; read together with the proper format prescribed vide the Notice of Revocation of Right of Occupancy in respect of plot 3368, Cadastral Zone A04, Asokoro District, Abuja, for Overriding public interest set out and contained in CAP L5 Laws of the Federation of Nigeria(Revised Edition)2010, and the Letter of Federal

Capital Territory Administration dated 12<sup>th</sup> February, 2013:

- i. The defendant complied with the statutory format in cancelling/withdrawing the plaintiff's Rights of Occupancy over plot 1152(MISC 80581)
- ii. The reasons of encumbrance advanced by the 1<sup>st</sup> defendant to revoke the plaintiff's Right of Occupancy over plot 1152(MISC 80581), plot No. 1 Zone F01(MISC 80587) and 3421 Zone F01(MISC 81464) falls within any of the statutory grounds of revocation of Right of Occupancy.
- iii. The 1<sup>st</sup> defendant can lawfully and validly revoke the plaintiff's Statutory Rights of Occupancy over plot **1152(MISC 80581), plot No. 1 Zone F01(MISC 80587) and 3421 Zone F01(MISC 81464)** without first complying with Sections 28(6) and (7) of the Land Use Act requiring Service of Notice of Revocation.

## **2. Whether:**

On a careful, correct and proper construction of the combined provisions of (a) Sections 51(2), 5(1)(a), (2), 8, 28(1), (2)(a)(b)(c), (5)(a)(b)(c),(6), (7) and 44(d) of the Land Use Act Cap L5 of the Land Use Act CAP L5 Laws of the Federation of Nigeria(Revised Edition) 2010; (b) Regulation 8 read together with rules (2(i)(ii)

and 4(iii) of the Tenth Schedule to the Federal Capital Territory Land Use Regulation CAP L5 Laws of the Federation of Nigeria(Revised Edition) 2010; (c) Legal Search Reports dated 10<sup>th</sup> December, 2009, and 11<sup>th</sup> December, 2009; (d) Offers of Statutory Rights of Occupancy Nos. MISC 80587, 80581, 81464 and 82429 dated 23<sup>rd</sup> December, 2005; 14<sup>th</sup> February, 2006; 21<sup>st</sup> May, 2006; (e) the Internal Memo of Federal Capital Territory Administration dated 15<sup>th</sup> December, 2010 and (f) Letter of Federal Capital Territory Administration of 12<sup>th</sup> February, 2013 respectively.

- i. There was any existing grant of Right of Occupancy over plot 1152(MISC 80581) to the Fire Department prior to the grant of Statutory Right of Occupancy over plot of Land to the plaintiff.
- ii. The subsequent allocation of plot No. 1 Zone F01(MISC 80587 to HFP Engineering Ltd. in 2007 when the grant to the plaintiff of Statutory Right of Occupancy over the same plot of land in 2007 was still subsisting is lawful and valid.
- iii. The Letter of Federal Capital Territory Administration dated 12<sup>th</sup> of February, 2013 informing the plaintiff through its Solicitors of encumbrances over plots **1152 Zone A04 (MISC 80581), No. 1 Zone F01(MISC 802429), No.1 3421 Zone F01(MISC 81464)and 1403(MISC 82429)** and allocating replacement plots of land complied with Sections 28(6)(7)

and 44(d) of the Land Use Act Cap L5 Laws of the Federation of Nigeria (Revised Edition) 2010.

### **3. WHETHER:**

On a careful, correct and proper construction of Sections 51(2), 5(1)(a),(2), 8, 9(1)(a)(c), (2) 28(2)(5) of the Land Use Act, Laws of the Federation of Nigeria (Revised Edition)2010; clauses 1,4(i)-(v), 8 and 13 of the Special Foreclosure Agreement dated 10<sup>th</sup> January, 2005; Clauses 1,(2(a)-(F), 5,8,9, 10,11 and 12 of the Terms of Settlement dated 28<sup>th</sup> January, 2005; consent Judgment dated 20<sup>th</sup> April, 2005 in Suit No. CV/248/2004; Offers of Statutory Right of Occupancy Nos. MISC 80581, 80587, 81464 and 82429 dated 23<sup>rd</sup> December, 2005; 14<sup>th</sup> February, 2006 and 21<sup>st</sup> May, 2006 respectively;

- i. The 1<sup>st</sup>-3<sup>rd</sup> defendants having granted Statutory Rights of Occupancy over plots Nos. (a) 1152 Zone A04( MISC 80581); (b) No. 1 Zone F01(MISC 80587),(c) No 3421 Zone F01(MISC 81464) and 1403(MISC 82429) to plaintiff under the Terms of Special Foreclosure Agreement and Terms of Settlement can lawfully and validly refuse to issue certificates in evidence of the plaintiff's Rights of Occupancy over the plots of land in line with Sections 5(1)(a), 8, and 9(1)(a)(c)(2) of the Land Use Act Cap L5 Laws of the Federation of Nigeria(Revised Edition) 2010.

- ii. The 1<sup>st</sup>-3<sup>rd</sup> Defendants having voluntarily drawn up the terms of special Foreclosure Agreement dated 10<sup>th</sup> January, 2005 and Terms of Settlement dated 28<sup>th</sup> January, 2005 and same having been filed, adopted and made Consent Judgment dated 20<sup>th</sup> April, 2005, in suit No. CV/248/2005, can lawfully and validly refuse to perform their obligations under the agreement and/or to comply with the terms of the consent judgment.

#### **4.WHETHER;**

On the careful, proper and correct construction of clauses 2(c)(e) 10 and 12 of the Terms of Settlement dated 28<sup>th</sup> January, 2005, consent Judgment in Suit No. CV/248/2005 dated 20<sup>th</sup> April, 2005, Letters of Offer of Statutory Rights of Occupancy dated 24<sup>th</sup> May, 2007 in respect of plot 1403(MISC 82429), Judgment/Order in suit CV/1304/2007 dated 31<sup>st</sup> March, 2009 nullifying and voiding allocation of plot 1403(MISC 82429) and letter dated 15<sup>th</sup> December, 2010.

- i. The 1<sup>st</sup>-4<sup>th</sup> defendants are by virtue of Clause 9,10 and 12 of the Terms and condition of the Settlement and Consent Judgment dated 28<sup>th</sup> January, 2005 and 20<sup>th</sup> April, 2008 respectively bound to provide commensurate alternative plots of land acceptable and satisfactory to the plaintiff in view of the

Judgment of the Court in Suit CV/1034/2007 nullifying and voiding the allocation of plot 1403 (MISC 82429) to the 3<sup>rd</sup> defendant.

**RELIEFS SOUGHT:**

1. Declaration that:

- a. The grant of Statutory Rights of Occupancy over plot 1152(MISC 80581) to the plaintiff by the mandatory provisions of Section 5(1)(2) of the Land Use Act Cap Laws of the Federation of Nigeria 2004 automatically extinguished all rights of the Use and Occupation of the said plot by or for the proposed Fire Service and remains a valid allocation made to the plaintiff.
- b. The allocation of plot No. 1 Zone F01 Kubwa (MISC 80587) the HFP Engineering Ltd. in 2007 in so far as the allocation was made when the plaintiff's grant in 2005 was still subsisting was unlawful, invalid, null, void and of no effect.
- c. The cancellation/withdrawal of the plaintiff's statutory rights of occupancy over plot No. 1 Zone F01kubwa (MISC 8058) and plot 3421 (MISC 81464) vide letter dated 15<sup>th</sup> December, 2010 and 12<sup>th</sup> February, 2013 are not for overriding public interests within the meaning of Section

28(1)(2)(b) of the Land Use Act Cap L5 laws of the Federation of Nigeria 2004.

d. The service of letter of cancellation/withdrawal of grant of statutory rights of occupancy over plot 1152(MISC 80581), plot No. 1 Zone F01(MISC 80587), plot 3421(MISC 81464) and plot 1403(MISC 82429) on the plaintiff through its solicitors instead of service on its Director or clerk as required by the mandatory provision of Section 44(d) of the Land Use Act Cap L5 Laws of the Federation of Nigeria 2004 as to the requirement of service of notice of revocation is unlawful, invalid, null, void and of no effect.

## 2. Declaration:

a. The reason of encumbrances advance by the 1<sup>st</sup> defendant in letter dated 12<sup>th</sup> February, 2013 for rescinding the allocation of plots 1152(MISC 80581), No.1 Zone F01(MISC 80587), plot 3421(MISC 81464) do not fall within circumstances stated in Clause 13 of the special Foreclosure Agreement dated 10<sup>th</sup> January, 2005 , clause 12 of the Terms of Settlement dated 28<sup>th</sup> January, 2005 and Section 28(1)(2)(a)(b), 3, 4 of the Land Use Act CAP L5 Laws of the Federation of Nigeria 2004 and therefore the rescission is invalid, unlawful, null void and of no effect.



- b. The conduct of the 1<sup>st</sup>-3<sup>rd</sup> defendants in the circumstances of this case do not entitle them to rescind the allocation or grant of plots 1152; No. 1 Zone F01; and 3421 Zone F01 to the plaintiff.
- c. The 1<sup>st</sup> defendant cannot lawfully rescind the allocation of plots 1152 Zone A00; No.1 Fo1 and No.3421 Zone F01 in so far as the obligation to allocate under Clause 4(i)-(v) of the special foreclosure Agreement dated 10<sup>th</sup> January, 2005 and Clause 2(a)-(f) of the Terms of Settlement dated 28<sup>th</sup> January, 2005 accrued and was completed before the rescission and so created an existing cause of action.
- d. The rescission of plot No. 1152 Zone A00(MISC 80581), plot No. 1 F01(MISC 80587); plot No.3421 Zone F01(MISC 81464) from the terms and conditions of Terms of Settlement dated 28<sup>th</sup> January, 2005 in so far as it is purported to be done pursuant to Clause 13 of the Special Foreclosure Agreement dated 10<sup>th</sup> January,2005 and Clause 12 of the Terms of Settlement dated 28<sup>th</sup> January, 2005, it is to that extent, invalid, null, void and of no effect.

### **3. DECLARATION:**

- a. The allocation of plot No.(MISC 80581) plot No.1 F01(MISC 80587), plot No. 3421(MISC 81464), and plot No.1403 Zone A05(MISC 82429) pursuant to novation dated 10<sup>th</sup> January, 2005 in so far as those plots were allocated in substitution for the Original share Certificates and properties offered as collateral for the loan facilities granted the 3<sup>rd</sup> defendant, became the properties of the plaintiff under the special Foreclosure Agreement and consequently the 1<sup>st</sup>-4<sup>th</sup> defendants are bound to handover title documents/certificates of occupancy over plot No.1152 .(MISC 80581) plot No.1Zone F01(MISC 80587), plot No. 3421 Zone F01(MISC 81464), to the plaintiff.

#### **4. DECLARATION:**

- a. The refusal of the 1<sup>st</sup>-3<sup>rd</sup> defendants to adhere strictly to the completion stages of the Special foreclosure Agreement dated 10<sup>th</sup> January, 2005 and Terms of Settlements dated 28<sup>th</sup> January, 2005 in so far as they refused to deliver to the plaintiff title documents/certificates of occupancy over plot No. No.1152 .(MISC 80581) plot No.1Zone F01(MISC 80587), plot No. 3421Zone F01(MISC 81464)in line with clauses 1,11 of special Foreclosure agreement and Clause 8,9

and 10 of the Terms of Settlement is unlawful, arbitrary and it is in bad faith.

5. DECLARATION:

a. the 1<sup>st</sup>-3<sup>rd</sup> defendants having drawn up terms of special Foreclosure agreement dated 10<sup>th</sup> January, 2005 and Terms of out of court settlement dated 28<sup>th</sup> January, 2005 and same having been adopted and made consent judgment in Suit No. CV/248/2004 dated 20<sup>th</sup> April, 2005 can not lawfully and validly resile from or refuse the comply with the terms and conditions of Terms of Settlement and the consent judgment.

b. The refusal of the 1<sup>st</sup>-2<sup>nd</sup> defendants to comply with the consent judgment in Suit No., CV/248/2004 dated 20<sup>th</sup> April, 2005 is unlawful, arbitrary, now in bad faith.

6. DECLARATION:

The 1<sup>st</sup>-4<sup>th</sup> defendants are bound of virtue of Clauses 13 of the Special Foreclosure Agreement dated 10<sup>th</sup> January, 2005; clause 12 of the Terms of settlement dated 28<sup>th</sup> January, 2005 and the Terms of the Consent Judgment in Suit No. CV/248/2004 dated 20<sup>th</sup> April, 2005 to provide commensurate alternative plot of land acceptable and

satisfactory to the plaintiff in replacement of plots 1403(MISC 82429) which was annulled by the Judgment of the Court in Suit No. CV/1034/2007.

7. DECLARATION: That the plaintiff's Rights , interest and titles in and over plot No. 1152(MISC 80581), plot No. 1(MISC 80587) and plot No. 3421(MISC 81464) are still valid and subsisting.
8. **AN ORDER** setting aside the purported cancellation/withdrawal of plaintiff's interest, titles in and over plot No. 1152(MISC 80581), plot No. 1(MISC 80587) and plot No. 3421(MISC 81464) vide letter dated 12<sup>th</sup> February, 2013.
9. **AN ORDER** compelling the 1<sup>st</sup>-4<sup>th</sup> defendants to prepare, perfect and deliver to the plaintiffs forthwith, title documents/certificates of occupancy in respect of plot No. 1152(MISC 80581), plot No. 1(MISC 80587) and plot No. 3421(MISC 81464) and allocate commensurate alternative plot in replacement of plot No. 1403(MISC 82429).
10. AN ORDER of perpetual injunction restraining the 1<sup>st</sup> -4<sup>th</sup> defendants either by themselves, their officers, employees,

servants, agents, privies or any person or authority by whatever name called from trespassing into or disturbing , threatening , harassing or molesting the plaintiff, its employees, servants, officer agents or privies in the use and occupation of plot 1152(MISC 80581), plot No. 1 (MISC 80587) and plot No. 3421 (MISC 81464) AND/OR allocating, alternating, selling, assigning, giving possession of or transferring, perfecting, delivering in favour of any person or authority title documents/certificate of occupancy in respect of over or concerning the said plots of land.

**AND FOR SUCH FURTHER ORDER(S)** as this Honourable Court may deem fit to make in the circumstances.

The originating summons is supported by a 58 paragraph affidavit with several exhibits marked as Exhibits A-V respectively. The plaintiff purchased/acquired the assets, undertakings and liabilities of

Guaranty Trust Bank Plc through a Scheme of arrangement sanctioned in Suit No. **Federal High Court/L/CP/402/2010** vide a copy of the Order of Court sanctioning the Scheme of arrangement dated 17<sup>th</sup> May, 2010 and annexed as Exhibit A.

Prior to the acquisition, the Universal Trust Bank Plc granted the 3<sup>rd</sup> defendant a term loan of facilities of =N=2, 150,000.000 in

year 2000 to finance the construction of Housing Estate in Kubwa Extension II District with the approval of 1<sup>st</sup> and 2<sup>nd</sup> defendants. The 3<sup>rd</sup> defendant deposited its share certificates of First Bank, Union Bank and Afribank and Certificate of Occupancy No. FCT/ABU/MISC/11855 in respect of its Head office known as No. 4 Nkwere Street, Area 11 Garki, Abuja as security/Collateral for the credit facility.

When the 3<sup>rd</sup> defendant could not meet-up with the terms of repayment, the bank recalled the facility on November 1, 2004 which had garnered interest to the tune of =N=4,0029,827,667.70(Four Billion and Twenty Nine Million, Eight Hundred and Twenty Seven Thousand Six Hundred and Sixty Seven Naira Seventy kobo)only. The 1<sup>st</sup> defendant sought and obtained the approval of the Federal Executive Council (FEC) at its (2004) 155<sup>th</sup> meeting of 30<sup>th</sup> August, 2004 to foreclose the credit facility and consequently a special Foreclosure Agreement was drawn up and signed by the parties. A copy of the Special Foreclosure Agreement dated 10<sup>th</sup> January, 2005 is exhibited as '**B**'. The terms of the special Foreclosure Agreement were subsequently converted by the parties to a term of Out of Court settlement filed in suit No.CV/248/2004 instituted against the 3<sup>rd</sup> defendant. A copy of the terms of settlement dated 28<sup>th</sup> January, 2008 Witness Statement on Oath marked as

Exhibit C1. The parties adopted the terms of settlement and made the judgment of the Court dated 20<sup>th</sup> April, 2008. The Order/Judgment of court is exhibit C2.

From the documents of the plaintiff and under the terms of settlement the 1<sup>st</sup>-3<sup>rd</sup> defendants are required to cede the project site located at Kubwa alongside all panels, materials and equipments purchased for the project valued at =N=1,665,980,000.00(One Billion, Six Hundred and Sixty Five Million, Nine Hundred and Eighty Thousand Naira) to the plaintiff.

**(b)** Cede property belonging to the 3<sup>rd</sup> defendant known as plot No.1298 in Zone A7 covered by certificate of Occupancy No. FCT/ABU/KW3204 valued at =N=94,932,000.00(Ninety Four Million, Nine Hundred and Thirty Two Thousand Naira).

(c) Provide the plaintiff sizable parcel of land of commercial value to cover/offset the remaining outstanding indebtedness in replacement of the security/collateral pledged.

(d) Ensure that the terms of the Special Foreclosure Agreement and the terms of settlement are promptly complied with.

(e) Adhere to the completion for the realization of the agreed terms in the Special Foreclosure Agreement and court Judgment. In furtherance to the agreements the 3<sup>rd</sup> defendant

promptly assigned to the plaintiff the property covered by the C of O No. FCT/ABU/MIS/16447 and FCT/ABU/KW304. The deed of assignment are Exhibits E1 and E2 respectively. While the 1<sup>st</sup> and 3<sup>rd</sup> defendants also allocated to the plaintiff its Four parcel of land of which its commercial value acceptable to the plaintiff to collapse the outstanding sum of =N=2,268,915,669.76(Two Billion, Two Hundred and Sixty Eight Million, Nine Hundred and Fifteen Thousand, Six Hundred and Sixty Nine Naira Seventy Six kobo) as follows:

- i. Plot no. 1152 in Zone A00 Central District measuring 10,047.00 sqm. Covered by R of O no. MISC 80581 dated 23<sup>rd</sup> December, 2005.
- ii. Plot no 1 in Zone FO1 kubwa measuring 40,000 sqm covered by **R of O** no. MISC 80587 dated 23 December, 2005.
- iii. Plot no. 3421 in Zone FO1 kubwa measuring 27,700 sqm. covered by **R of O** no.81464 dated 21<sup>st</sup> May 2006.
- iv. Plot no 1403 in Maitama District Zone AO5 measuring 5,977 sqm. Covered by R of O no. MISC 82429 DATED 24<sup>TH</sup> May, 2007.

By a letter dated December 22, 2005 the Managing Director/CEO of the 3<sup>rd</sup> defendant requested for waive of



premium and Development levies in respect of the grant to the plaintiff. See Exhibit F & G.

There was a time for the consummation of the special Foreclosure Agreement drawn up by the parties and under the terms of the Special Foreclosure Agreement and the Term of Settlement the parties agreed that (1) The plaintiff would release and surrender share certificates and title deeds deposited with it as security/collateral for the loan facility in consideration for the provision of the agreed parcel of land by the 3<sup>rd</sup> defendant through the 1<sup>st</sup> and 2<sup>nd</sup> defendants.

(b) The terms of the Special Foreclosure Agreement and the Terms of settlement shall not be renewed or subject to any review.

(c) In the event of any item,, condition or provision of the agreement is held to be a violation of any applicable law, statute or regulation, same shall be deemed to be deleted from the said Agreement, and in that event the parties shall negotiate in good faith in order to agree to the terms of a mutually acceptable and satisfactorily alternative provisions.

Pursuant to the allocation of the four plots to the plaintiff the 3<sup>rd</sup> defendant requested for the release of his share certificate and C of O. of the Head office pledge as collateral for the facility.

See Exhibits M1 & M2. The plaintiff acted on the request of the 3<sup>rd</sup> defendant and executed a Deed of Discharge releasing the 3<sup>rd</sup> defendant from the debt owed. The Deed of Discharge is annexed as Exhibit N. After the discharge the 1<sup>st</sup>-3<sup>rd</sup> defendants were alleged not to have taken further steps to issue the plaintiff with the Certificate of Occupancy in evidence of the plaintiff's title to the statutory Right of Occupancy despite repeated demands by the plaintiff's Solicitors. The demand letters are admitted as Exhibits 01-012 respectively. That instead of perfecting the titles of the plaintiff, the 1<sup>st</sup>-3<sup>rd</sup> defendants proceeded to divest the plaintiff of its title to the plots allocated by re-allocating MISC 80587 to a third party in 2007, placing a caveat on MISC 80581 and allowed the court to void MISC 82429 without any justification. That the report of the legal search conducted by the plaintiff's Solicitors on the status of the plots of land shows that (a) Plot no. 1152 covered by statutory R of O no 80581 is encumbered by reason of the plot of land being meant for Fire Service use. See Exhibit P1.

(b) Plot no. Zone F01 covered by statutory Right of Occupancy no. MISC 80587 is encumbered by reason of the plot of land being subject of double allocation see Exhibit P2.

(C) Plot no. 3421 covered by statutory Right of Occupancy no MISC 81464 is not encumbered no reason is given. See Exhibit P3.

(d) Plot no 1403 covered by statutory Rights of Occupancy no.MISC 82429 is voided by judgment of Court of Appeal in suit no. CV/1034/2007 see Exhibit P4.

The plaintiff complained that plot no. 1 F01 (MISC 80587) was re-allocated to HFP Engineering Ltd in 2007 after the plaintiff's allocation in 2005 see Exhibit C.

The plaintiff wrote a petition to the Honourable Attorney General of the Federation for his intervention and to find a lasting solution to the matter. See Exhibit 'T' the Attorney General's letter to the 1<sup>st</sup> defendant. The defendant also vide an internal Memo which was copied the plaintiff's solicitor and dated 15<sup>th</sup> December, 2010, requested the Director of Land Administration to remove the encumbrance of MISC 80581 and 80587 while alternative allocation be made for MISC 82429. And that finally the 1<sup>st</sup> defendant in a letter dated 12<sup>th</sup> February, 2013 addressed to the plaintiff's solicitors informed them of the cancellation/withdrawal of the plots nos. 1152 (MISC 80581) no. Zone F01 (MISC 80587), no. 3421 (MISC 81464) and no. 1403 (MISC 82429) and allocation of new plots of land in replacement citing reasons of encumbrances see Exhibit U. The

plaintiff claimed that it was not served with any notice of revocation of plot no 1152 (MISC 80581) no1. Zone F01 (MISC 80587), no. 3421 (MISC 81464), on the plaintiff. That except for plot no. 1403 (MISC 82429) which was voided by Court judgment for being allocated in violation of the provision of the Land Use Act. The other plot allocated to the plaintiff have not been set aside by any Court for being allocated in violation of any law, statute or regulation. That this is a proper case for the Court to make an order directing the 1<sup>st</sup> and 2<sup>nd</sup> defendants to remove and or expunge and delete (where exist) any encumbrances, interest, charge, Caveat and any other instrument creating a charge and or an interest by way of double allocation and or land .....in favour of any other persons other than the plaintiff in relation to the ceded plots.

The plaintiff counsel argued three issues with various sub-issues in the written address in support of the originating summons. The 1<sup>st</sup> and 2<sup>nd</sup> defendants filed a 15 paragraph counter/affidavit of one Saidu Abubakar with a written address but they were not present nor represented by counsel to adopt the counter affidavit and the written submission attached. They are therefore deemed to have accepted the claim of the plaintiff.

The 3<sup>rd</sup> defendant on the other hand filed a 10 paragraph counter/affidavit of one Nasiru Y. Halidu. In the counter/affidavit

the deponent insisted that the 3<sup>rd</sup> defendant had fulfilled its obligation to the plaintiff in the Terms of Settlement by causing the 1<sup>st</sup> and 2<sup>nd</sup> defendants to provide plots of land referred to herein he contended that the 3<sup>rd</sup> defendant had no obligation to obtain certificate of Occupancy for the plaintiff in respect to the said parcel of land, but have done everything gratuitously to persuade the 1<sup>st</sup> and 2<sup>nd</sup> defendants to issue the plaintiff with Certificate of Occupancy in respect of land allocated.

Furthermore, the deponent avered that in acknowledgment of the 3<sup>rd</sup> defendant's satisfactory performing his obligation under the terms of settlement/Consent Judgment in suit no. FCT/HC/CV/248/2004, the plaintiff executed a Deed of Discharge in favour of the 3<sup>rd</sup> defendant in 2007 to discharge the 3<sup>rd</sup> defendant from all its obligation under the Terms of Settlement/Consent judgment the deed of discharge is referred to as to Exhibit 'N'. That it is the 1<sup>st</sup> defendant that has power under the Land Use Act to grant statutory Right of Occupancy as well as the power to revoke same. That the alleged cancellation or revocation of no plots raised dispute between the plaintiff and the 1<sup>st</sup> & 2<sup>nd</sup> defendants only. That in the 1<sup>st</sup> defendant's letter dated 12<sup>th</sup> February, 2013 to the plaintiff solicitors attached as Exhibit 'N' to the plaintiff's originating summons which was written pursuant to the terms of meeting held by the parties to solve stalemate the statement arising from

the alleged encumbrances on the plots of land allocated to the plaintiff pursuant to the Terms of Settlement the 1<sup>st</sup> defendants offered to the plaintiff alternative plots of land situate at ....District in lieu or replacement of the earlier allocation to it.

That the plaintiff duly accepted the said offer of alternative allocation of plots of land in replacement of the four plots of land earlier allocated to it pursuant to the Terms of Settlement vide its letter dated 20<sup>th</sup> March, 2015 and its solicitor letter dated March 26, 2013, the letters are attached and marked as Exhibits 5 and 5A. And that relying on Exhibits 5 and 5A, the 1<sup>st</sup> and 2<sup>nd</sup> defendants have allowed the rival allottee of the Four plots earlier allocated to the plaintiff to undertake improvement on the said plots worth hundreds of Millions of naira which can no longer be reversed without causing colossal damage to the said allottee the defendants herein who will then be bound to pay huge compensation to the allottees. And that the plaintiff is estopped from insisting on the validation of earlier allocation to it. And that the plaintiff is not entitled to any relief claimed against the 3<sup>rd</sup> defendant and will be in the interest of justice to refuse same.

The counsel to the 3<sup>rd</sup> defendant also filed a written address in opposition to the plaintiff's originating summons. Four issues were formulated for determination by the court. the court have

listed the issues distilled for determination and the argument of learned counsel, it is needless summarizing them, as they form part of the records of the Court. However, reference shall be made to the relevant part of the argument where the need arises.

Amongst the issues that arise for determination is whether the act of withdrawal or cancellation of plots no. 1152 (MISC 80581) plot no. Zone F01 (MISC 80587), no. 3421 (MISC 81464), and plot no. 1403 (MISC 82429) referred to herein as Exhibit I, J, k and L respectively by the 1<sup>st</sup> and 2<sup>nd</sup> defendants in conformity with 51(2), 5(1)(a) and 8 of the Land Use Act, Section 28(1)(2),(4) 5 and 6, Land Use Act. And whether based on the Terms of Settlement dated 28<sup>th</sup> January 2015, and the consent judgment in suit No. CV/248/2004 letters of statutory Rights of Occupancy dated 24<sup>th</sup> May 2007 in respect of plot 1403 (MISC 82429) and the judgment/Order in suit no 1304/2007 dated -31<sup>st</sup> March 2009 nullifying and voiding allocation of plot 1403 (MISC 82429) and letter dated 15<sup>th</sup> December, 2010.

The 1<sup>st</sup> -4<sup>th</sup> defendants are by the terms and condition of the settlement and consent judgment bound to provide alternative plots satisfactory of the plaintiff in view of the judgment nullifying and voiding the allocation of plot 1403 (MISC 82429) to the 3<sup>rd</sup> defendant.

It is not in contention that pursuant to the Terms of Settlement and the consent judgment in suit no. FCT/HC/CV/248/2004 the 3<sup>rd</sup> defendant caused to be allocated to the plaintiff Exhibits I, J, K and L by the 1<sup>st</sup> defendant. And that by virtue of Section 5(12) of the Land Use Act, Legal Rights of Occupancy were conferred on the plaintiff and indeed the grants of the said Right extinguished all existing Rights to the use and occupation of the said plots of land. Can the 1<sup>st</sup> defendants now turn round to cancel the allocation of the plots on the grounds of encumbrances vide a letter dated 12<sup>th</sup> February 2013, Exhibit 'U'. The reason for withdrawal of Exhibit J. as contained in the legal search report Exhibit 'P1' was that the plot 1152(MISC 80581) was meant for Fire Service use. I agree with the plaintiff's counsel submissions that if the 1<sup>st</sup> defendant intended to revoke the allocation for overriding public interest, he must comply strictly with the provision of Section 28(1)(2)(b) 4, 6 and 7 and Section 44(d) of the Land Use Act and the statutory format of making revocation of Right of Occupancy for overriding public interest in Cap L5 Laws of the Federation of Nigeria(Kansel Edition) 2010. The provisions of Section 28(1) state "It shall be lawful for the Governor to revoke a Right of Occupancy for overriding public interest" 2(b) States "Overriding public interest in the case of a statutory Right of Occupancy means" The requirement of the land by the government of the state or by a



local government in the state, in either case for public purposes within the state, or the requirement of the land by the Government of the Federation for public purpose in the Federation. Section 28(4) further states, that a Governor shall revoke a Right of Occupancy in the event of the issue of a notice by or on behalf of the President if such notice declares such land to be required by the government for public interest”

The plaintiff’s contention that there was no notice of revocation served on it by the 1<sup>st</sup> defendant was not contested or denied by the 1<sup>st</sup> defendant. On the effect of non service of notice of revocation of Right of Occupancy, the Court held” on the revocation, I would state as done by the court below that failure to put the plaintiff /respondent on notice of revocation of the Right of Occupancy had the effect of rendering ineffective the purported revocation of that Right of Occupancy” see **Nework security Ltd. Vs. Dahiru & Ors(2007) LPELR 8852 CA, BUKOLA VS.OSHINDAHUNSI & ORS(2012) LPELR 8546 CA**, The provision of Section 28(5) spelt out the grounds upon which a statutory Right of Occupancy may be revoked. When it states the governor may revoke a statutory Right of Occupancy on the ground of (a) A breach of any of the provisions which a certificate of Occupancy is by Section 10 of this Act deemed to contain.

(b) A breach of any term contained in the certificate of Occupancy or in any special contract made under Section 8 of this Act.

(c) A refusal or neglect to accept and pay for a certificate which was issued in evidence of a Rights of Occupancy, but has been cancelled by the Governor under sub-section (3) of Section 9 of the Act" there is nothing to show that the plaintiff was in breach of any conduct stated in section 28(1) of Land Use Act to warrant the cancellation or revocation of the R of O in respect of plot 3421 (MISC 81464) Exhibit k. There was no reason for the encumbrance stated in the report of the legal search (Exhibit P3) the purported revocation of this plot is ineffectual

Similarly, the withdrawal of plot no 1152 covered by R of O no 80581 is equally ineffectual for non-service of notice on behalf of the President declaring the Land to be required by the government for public purpose.

Also plot no. 6539, MISC 80587 was said to have been halted due to double allocation on the plot. The learned Counsel to the plaintiff referred the court to the internal memo of the 1<sup>st</sup> and 2<sup>nd</sup> defendant dated 15<sup>th</sup> December, 2010 (Exhibit S) where they stated concerning the plot as follows;

“The plot was said to be a subject of double allocation.

The second allocation was said to have been made to HFP Engineering Ltd. in 2007 while Union Bank’s allocation was made in 2005.” This is an admission as rightly posited by the plaintiff’s counsel that the encumbrance was imposed by 1<sup>st</sup> defendant in 2007 while the plaintiff’s Right and interest over the said plot was still valid and subsisting. Finally in respect of plot 1403(MISC 82429)(exhibit L the reason for the encumbrance of the judgment in Exhibit P4. I agree with the submission of the plaintiff’s Counsel that the land was not an unallocated plot when the 1<sup>st</sup> -3<sup>rd</sup> defendants allocated it to the plaintiff. The plaintiff is therefore entitled to an alternative plot in respect of plot 1403(MISC. 82429). It is also necessary to determine the liabilities of the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> defendants in respect of the subject matter of this suit.

The learned counsel to the 3<sup>rd</sup> defendant contended that the 3<sup>rd</sup> defendant has satisfied and or performed all the obligation placed on it by the Terms of Settlement and in consequence of which a Deed of Discharge (Exhibit H) was executed in its favor by the plaintiff. That the plaintiff is not entitled to any relief against the 3<sup>rd</sup> defendant. He also urged the court to disregard the Special Foreclosure Agreement between the plaintiff and the 3<sup>rd</sup> defendant by referring to the paragraphs of the Terms of

Settlement which stated inter alia “ The terms of settlement herein subscribed supercede all prior agreement and or undertakings whether oral or written in respect of the subject matter and not subject to review”. It appears the learned Counsel to the 3<sup>rd</sup> defendant failed to appreciate that the foundation upon which the “Terms of Settlement and the consent judgment of the Court Exhibits B,C1 and C2 are built is the Foreclosure Agreement between the plaintiff and the 3<sup>rd</sup> defendant.

The fact that the Terms of Settlement state that it supersedes the Foreclosure Agreement does not deviate from the fact that reference or reliance can be placed on the Foreclosure Agreement in respect of facts or issue not covered by the Terms of Settlement. This is a contractual relationship between the plaintiff and the 3<sup>rd</sup> defendant imbibed in different documents, the documents are to be interpreted as a whole and not one in isolation of the other.

And in any case the Terms of Settlement particularly in clause 3 thereof and the preamble of the Terms of Settlement in clause 9 states “The parties hereby agree to adhere strictly to the completion stages of the Special Foreclosure in line with the provision of these Terms of Settlement and to secure the full cooperation /commitment of any third party(including

government authorities) whose act or omission are required to facilitate or give effect to the Terms of Settlement”.

On the interpretation of documents, the court held in the case of ANIMASHAUN & ANOR VS. OGUNDIMIDU & OR(2015)LPELR 25979 CA. thus “ I agree with the position of law as canvassed by the 1<sup>st</sup> and 2<sup>nd</sup> Respondents counsel that where more than one document govern a particular transaction, no single document will be interpreted in isolation and I adopt the cases cited by learned Counsel UDEAGU VS. BENUE CEMENT CO. PLC. Supra, MACH M.K.V FIRST BANK OF NIGERIA(supra), the ATTORNEY GENERAL OF KADUNA STATE VS. ATTA(1986) 4 NWLR (pt.38) 785 CA,

In the case of UDEAGU VS. BENUE CEMENT CO. PLC. It is not the duty of a court to determine the issues between it on the basis of one document only, when a contract is contained in series of document or letter or correspondences, the court is under a duty to consider the whole of what has passed before and the conduct of the parties”

The court cannot therefore close its eyes to the agreement of the parties as embodied in the Foreclosure document. “The learned Counsel further argued vigorously that the defendants is agent of a disclosed principal, the 1<sup>st</sup> and 2<sup>nd</sup> defendants and therefore not personally liable. He posited that the 3<sup>rd</sup>

defendant acted on behalf of the 1<sup>st</sup> and 3<sup>rd</sup> defendants in awarding contracts for the construction of 832 Housing Units in Kubwa FCT, Abuja to Sadiron Ventures Ltd. and obtained the loan of =N=2,150,500,000.00 (Two Billion One Hundred and Fifty Million Five Hundred Thousand Naira only ) from the defendant Universal Trust Bank .i.e the plaintiff predecessor in title to the finance the project.

Relying on Exhibit 1 attached to the counter-affidavit. The definition of a disclosed and undisclosed principal, as contained in Bowstead and Reynolds on agency @ page 33 as a disclosed principal for the purpose of this book is a principal whether identified or unidentified whose interest in the transaction as principal is known to the third party at the time of the transaction in question. (2) “An undisclosed principal for the purpose of the this book is a principal whose existence as such is not known to the third party at the time of the transaction in question.

It is obvious that the identity of the 1<sup>st</sup> and 2<sup>nd</sup> defendants is not said to be known or disclosed to the plaintiff as at the time, at least material fact placed before the court the transactions was between the plaintiff and the 3<sup>rd</sup> defendant, their identity were only unveiled when the transaction failed and brought in to redeem or save the 3<sup>rd</sup> defendant who was already unmeshed

in the loan default. Identity of the 1<sup>st</sup> and 2<sup>nd</sup> defendants came up after the consummation of the contract between the plaintiff and the 3<sup>rd</sup> defendant. Now that the plaintiff became aware of the existence of the 1<sup>st</sup> and 2<sup>nd</sup> defendants as the principal at that stage of execution of the Terms of Settlement and the Foreclosure Agreement can the 3<sup>rd</sup> defendant extricate itself from the liabilities to the plaintiff. The answer is in the negative. And this is because the Terms of Settlement, the Foreclosure Agreement and the consent Judgment is between the plaintiff and the 3<sup>rd</sup> defendant. On the meaning and effect of consent judgment, the Court of Appeal held in SPDCN LTD VS. AZUKAEME(2011) 9 NWLR(pt1252) 300 at 373, EKO JCA defined consent judgment thus "consent judgment, in its ordinary or natural meaning therefore is a judgment, decision or Order which parties in litigation voluntarily agreed to be entered for against or between them" .

Secondly, the 3<sup>rd</sup> defendant had taken advantage and benefit of the loan and, plaintiff have also acted and shifted their position in the transaction by dealing directly with the 3<sup>rd</sup> defendant, therefore the 3<sup>rd</sup> defendant cannot be allowed to ...from the document by pushing the entire liabilities to the 1<sup>st</sup> and 2<sup>nd</sup> defendants. It is of no consequence that the plaintiff in their counter-affidavit in opposition to the 3<sup>rd</sup> defendant's application dated 7<sup>th</sup> October, 2015 praying inter alia for stay of

proceedings in this suit pending arbitration the 3<sup>rd</sup> defendant as an agent of the 1<sup>st</sup> and 2<sup>nd</sup> defendants. The 3<sup>rd</sup> defendant is therefore bound by the terms of Settlement and consent judgment.

On meaning and the nature of agency relationship, the Supreme Court held “ A relation of agency is generally said to exist wherever one person called the agent has authority to act on behalf of another called the principal and consent to act whether that relationship exist in any situation depends not on the precise terminology employed by the parties to describe their relationship but on the true nature of the agreement, or the exact circumstances of the relationship between the alleged principal and agent. See *Samson Vs. Artchison* (1912) AC 844 PC. *Atlantic Mutual Insurance Co. Vs. King* (1919) 1 KB 307 and generally Halsburg’s Law of England 4<sup>th</sup> Edition paragraph 701 ”

Furthermore, it is a general principle of law of agency that where a person contracts for and on behalf of a disclosed principal, the principal is held liable in law because the contract is that of the principal and not the agent. However where the agent contracts in his own name with the intention to be bound or liable for the contract, the principal will be held liable. By and large, the interpretation of the agreement will depend on the nature and the intention of the parties at the time of the



contract. WEST AFRICA SHIPPING AGENCY(NIG) LTD. & ANOR VS. KALLA(1978) LPELR 3477 SC, where the court held “ Once a person put himself forward as a contracting party, whether as an agent or principal, he will continue to be liable even after the discovery of the agency by the other party. The only thing that stops his liability is the clear and unequivocal election by the other contracting party to work with the principal alone”. See SKITH-BIRD VS. BLOWER(1939) 2 AER 406 as per LUXMOORE L.J. Also see the case of ASATA FOODFACTORY VS. ALRAMO NIG. LTD.(2002) 2NWLR pt. 7811, 35 @373 pg L-E Ratio 1.

In the words of Lord Reid, in *Basma of Meekes*(1950) AC441, an agent who contracts in his own name does not cease to be contractually bound because it is proved that the other party knew when the contract was made that he was acting as agent” P. Eso JSC.

I found this authority very useful as it answers the question as to the liability of the 3<sup>rd</sup> defendant either as agent or principal. The 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> defendants therefore are jointly and personally liable to the plaintiff in respect of the subject matter of this suit. This brings me to the next poser on whether the 3<sup>rd</sup> defendant had duly performed its obligation under the Terms of Settlement/Consent judgment in Suit no. FCF/HC/CV/284/2004 to disentitle the plaintiff to any reliefs against it in this suit. Let me

restate the fact that the said Terms of Settlement and Foreclosure Agreement Exhibits B & C1, were executed by the plaintiff and the 3<sup>rd</sup> defendant. I agree with submission of the plaintiff's counsel when he referred to Clause 3 of the preamble of the Terms of Settlement and Clause 9 therein where it is stated the parties hereby agree to adhere strictly to the completion stages of the Special Foreclosure in line with the provisions of these terms of settlement and to secure the full cooperation/commitment of any third party (including government authorities) whose acts or omission are required to facilitate or give effect to these terms of settlement"

Furthermore, by the content of Exhibit H title outstanding issues the 3<sup>rd</sup> defendant made representation thus" having obtained the Rights of Occupancy, the issuance of the certificate of Occupancy is automatic once signed by the Minister FCT, the C of O can be collected once the R of O is tendered. We hereby forward the original Rights of Occupancy accordingly in respect of the plots of land within Maitama District, an assignment of same shall be made to Union Bank as soon as the Certificate of Occupancy are ready. Kindly be assured that we shall continue to facilitate the issue of the C of O."

I endorse the submission of the plaintiffs' counsel that it is not only Terms of Settlement and Foreclosure Agreement, but other

subsequent correspondences Exhibits M1 & M2 only lend forces to the obligation of the 3<sup>rd</sup> defendant to the plaintiff in securing the certificate of Occupancy. It is obligatory and not a mere gratuitous activity as the counsel to the 3<sup>rd</sup> defendant argued in his written address. It is therefore imperative that the 3<sup>rd</sup> defendant continue to facilitate the issuance of the Certificate of Occupancy to the plaintiff in respect of plots allocated and facilitated by it from the 1<sup>st</sup> and 2<sup>nd</sup> defendants. It is not until that is done, then it can be said that the 3<sup>rd</sup> defendant had performed its obligation under the terms of settlement. And as rightly pointed out by the plaintiff's counsel, the last and final stage in the completion process of the Special Foreclosure Agreement is the issuance of the Certificate of Occupancy as evidence of the plaintiff title to the statutory rights of Occupancy over the said four plots of land.

I also agree with the plaintiff's counsel submission and hold that the 1<sup>st</sup>-3<sup>rd</sup> defendants having completed the first stage of the Special Foreclosure Agreement through the allocation of parcel of land, the grant of Statutory Rights of Occupancy, they are bound to complete the final stage in line with clause 1 of the Special Foreclosure agreement(Exhibit B) and clauses 9 and 10 of the terms of the Out-of-Court settlement Exhibit C1 and also in line with Sections 8 and 9(1) (a),(c) and 2 of the Land Use Act.

The 1<sup>st</sup>-3<sup>rd</sup> defendants cannot therefore validly and lawfully refuse to issue certificate of Occupancy in respect of the parcel of Land to the plaintiff.

On the contention of the 3<sup>rd</sup> defendant that the plaintiff having executed Exhibits N, the Deed of Release in its favour it cannot turn around to hold it liable is an unfair and unjust arguments because the basis upon which the discharge was executed was on the implication or assurance that there were no encumbrances in them.

Since basis upon which the Deed of Release was executed have been knocked off by the encumbrances and the withdrawal of the Rights of Occupancy, there is an implied breach of the Terms of Settlement. Does it mean that the plaintiff would be left with nothing to hold on to? To me that is not justice. The 3<sup>rd</sup> defendant cannot be seen or allowed to approbate and reprobate at the same time it cannot be extricated from liability for the purported withdrawal, cancellation or revocation of the Right of Occupancy. With respect to the claim of 3<sup>rd</sup> defendant that alternative plots were provided to the plaintiff as stated in Exhibits 5 and 5A attached to 3<sup>rd</sup> defendant's Counter-affidavit. Exhibit 5 showed that the plaintiff was offered alternative plots which was accepted by the plaintiff. In exhibit 5A, the correspondence conveying the

acceptance of the alternative plots, the plaintiff stated hereunder "We look forward to the receipt of the valid and unencumbered certificate of Occupancy relating to the properties to bring the transaction to a final close." The plaintiff claimed that it had not been issued with a Right of Occupancy in respect of the alternative plots. The 3<sup>rd</sup> defendants have not placed any material fact before the Court contradicting this fact. Even plaintiff is practically left out without any alternative plots and the initial plots were not restored either. The said Exhibits 5 and 5A do not constitute a waiver of the plaintiff's right to the initial allocation of the Four plots unlawfully revoked by the 1<sup>st</sup> defendant.

They cannot be used as estoppel to prevent the plaintiff from seeking the validation of Exhibits I,J.K and L and the demand for issuance of the certificate of Occupancy and replacement plot for Exhibit L. the provisions of Section 169 of the Evidence Act cannot be a refuge for the 1<sup>st</sup>-3<sup>rd</sup> defendants or to escape liabilities for the issuance of certificate of Occupancy in respect of the initial plots granted the plaintiff and I so hold. The 3<sup>rd</sup> defendant is pursuant to the Terms of Settlements, clauses 9, 10 and 11 thereof use its best endeavor to ensure that these terms of the settlement are complied with as stipulated therein .

The plaintiff's counsel also contended that the service of the Exhibit U on the solicitor informing the plaintiff of the purported withdrawal or cancellation is invalid and not in conformity with the provisions of 44(d) and (e) of the Land Use Act.

What the 1<sup>st</sup> and 2<sup>nd</sup> defendants by the said Exhibit 'U' was to give notice of encumbrance on the plots to the plaintiff and not a notice of revocation.

I agree with the plaintiff's counsel that Exhibit U read together with the legal search Report (Exhibits P1, P2 and P3) were encumbered in 2009, while the notice of the encumbrance were issued in 2013. That the purported revocation (if any) had taken place before the plaintiff was purportedly informed. The purported revocation is not valid. It is not in conformity with Section 28(1) (2)(6) of the Land Use Act. The service of the said Exhibit 'U' on the plaintiff's solicitor as ineffective and unlawful and I so hold.

Based on the above reasons, I hold that all the issues raised for determination are hereby resolved in favour of the plaintiff. All the declaratory reliefs sought by the plaintiff succeed. And it is hereby ordered as follows;

**1.** That the plaintiff rights, interest and titles in and over plot no. 1152(MISC80581) plot 1 MISC 80587, and plot no. 3421 (MISC 81464) are valid and subsisting.

**2.**The purported cancellation/withdrawal of the plaintiff rights, interest, and titles in and over plot no.1152 MISC 81487, plot no 1. (MISC 81587) and plot no. 3421 (MISC 81464) vide letter dated 12<sup>th</sup> February, 2013 is hereby set aside.

**3.** The 1<sup>st</sup>-4<sup>th</sup> defendants are to prepare, perfect and deliver to the plaintiff forthwith, title document/certificates of Occupancy in respect of plot no. 1152(MISC 80581) plot no.1 MISC 80587, and plot no. 3421 (MISC 81464) and allocate commensurate alternative plot in replacement of plot no. 1403( MISC 82429).

**4.**The 1<sup>st</sup> -4<sup>th</sup> defendants either by themselves, their officers employees, servants, agents, privies or any person or authority by whatever name called are hereby restrained from trespassing into, or disturbing, threatening, harassing or molesting the plaintiff, its employees, servants officers, agents, or privies in the use. And occupation of the plots nos. 1152(MISC 80581) plot no.1 MISC 80587, and plot no. 3421 (MISC

81464) and/or allocating, alienating, awarding, selling, assigning, giving possession of or transferring , perfecting, or delivery in favour of any person or authority title documents/certificate of Occupancy in respect of over or concerning the same plots of land.

SIGNED  
Hon. Judge  
09/02/2021