IN THE HIGH COURT OF JUSTICE
FEDERAL CAPITAL TERRITORY OF NIGERIA
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT APO – ABUJA
ON, 25TH JANUARY, 2021.
BEFORE HIS LORDSHIP:- HON. JUSTICE A. O. OTALUKA.

SUIT NO.:-FCT/HC/CV/1963/16

BETWEEN:

1) FRANCE-LEE NIG. LTD
2) MRS. FRANCES IBE :.....CLAIMANTS

AND

1) ENGINEER M.O. GABRIEL
2) MOSES AGBO :……..DEFENDANTS

HyginusIbega with OlumideIgbayilola, Benson Dibia, Victory Emeny for 1st and 2nd Claimants.
KehindeDaramola for the Applicant.
Defendants not represented.

JUDGMENT.

The Claimants took out this suit against the Defendants vide a Writ of Summons dated and filed the 14th day of June, 2016, wherein they claimed against the Defendants as follows;

1. An order of perpetual injunction of this Honourable Court restraining the Defendant, his agents, privies and servants from further interfering with the Claimants' use and enjoyment of the parcel of land with Plot No. 1899 situate at Sabon-Lugbe East Extension Layout, Abuja.
2. A declaration of this Honourable Court declaring the Claimants as the rightful owners of the land with Plot No. 1899 situate at Sabon-Lugbe East Extension Layout, Abuja.

3. An order of this Honourable Court mandating the Defendants, their privies, agents and servants to forthwith without any delay evacuate all equipmentsthey have introduced upon the parcel of land with Plot No. 1899 situate at Sabon-Lugbe East Extension Layout, Abuja.
4. An order of this Court directing the Defendant to pay the sum of one Million Naira (N1,000,000.00) to the Claimants as costs for this suit.

The case of the Claimants as per their statement of claim is that the 1st Claimant was granted a Right of Occupancy over a parcel of land with Plot No. 1899 measuring 1.6 hectares at Sabon-Lugbe East Extension Layout, Abuja on the 16th day of August, 2006, by the Abuja Municipal Area Council. That the Abuja Municipal Area Council also granted the Claimants a survey data over the Plot of land on the 22nd day of August, 2006, and on the 3rd day of May, 2008, following their application for regularisation of land title documents, the Abuja Geographic Information System (AGIS) issued the Claimants a written acknowledgment in that regard.

The Claimants averred that sometimes in the month of October 2015, the Defendants brought some equipment into the said parcel of land and commenced clearing on the said land and upon interrogation by the 2nd Claimant, the Defendants told her that they were acting on somebody else's behalf, and thereafter ran away. That the Defendants however, discretely continued to encroach upon the Claimants' land at odd hours to carry out clearings thereon without the authorization of the Claimant, thereby infringing on the Claimants' use and enjoyment of the said land, which therefore, necessitated this action.

The Claimants opened their case on the 4th day of October, 2017 with the 2nd Claimant testifying as the Claimants' sole

witness. Testifying as PW1, she adopted her witness statement on oath filed along with the Writ of Summons wherein she affirmed all the averments in the statement of claim. She also tendered the following documents in evidence;

1. Offer of the Terms of Grant/Conveyance of Approval dated 16/8/06 – Exhibit PW1A.
2. Regularisation of Land Titles and Documents Acknowledgment – Exhibit PW1B.
3. Survey Data – Exhibit PW1C.
4. Power of Attorney – Exhibit PW1D.
5. EcoBank PLC Cheque for N6m – Exh PW1E.

The PW1 was duly cross examined by 1st Defendant, during which she told the Court that the Claimants have been in possession of the land since same was acquired in 2006 and that no one has challenged their ownership of the land.

Under cross examination by the 2nd Defendant, the PW1 told the Court that all her evidence before the Court are within her personal knowledge. She stated that she got to know the 2nd Defendant sometimes in early 2011.

When asked if the Power of Attorney, Exhibit PW1D was registered, the PW1 stated that she does not understand what it means to register document. That the document was prepared by a lawyer and brought to her. Also, when asked whether the Defendants are still on the land, the PW1 stated that she does not know. She further stated that she was never arrested by the Police.

In his defence to the suit, the 1st Defendant filed a statement of defence dated and filed on 14th day of November, 2017. He stated in his defence that he is a partner of the 2nd Defendant and that they have been working together. That sometimes, in

2011, he introduced one Engr. Imeobong Jumbo to the 2nd Defendant and that the said Engr. Imeobong Jumbo told him and the 2nd Defendant that he has a parcel of land to sell, where upon he took them to Plot No. 1899, Sabon-Lugbe East Extension Layout, Abuja, the subject matter of this suit, and said that it is the land he wanted to sell.

The 1st Defendant stated that at the time Engr. Imeobong Jumbo showed them the land, there was a perimeter fence round the land and that after he paid the agreed sum of N2,000,000.00 in cash to the saidEngr. Imeobong Jumbo, they attempted to take possession of the land, having demolished the perimeter fence around it, but were challenged by the Claimants who claimed to be the owners of the land. That they later met the said Engr. Imeobong Jumbo and told him about the development and he apologised to them, saying that he was mistaken as to his ownership of the plot in question, and that he refunded them the sum of N1,700,000.00 leaving a balance of N300,000.00 in settlement of which he later gave them his car at the Police Station.

The 1st Defendant further stated that sometimes in November, 2011, they approached the 2nd Claimant and proposed to acquire the Plot 1899 from her, and the 2nd Defendant, in his presence, issued an EcoBank cheque in the sum of N6,000,000.00 to the Claimants as part payment for the said land. He stated that he was with the 2nd Defendant when the account officer of the 2nd Defendant called the 2nd Defendant on phone and told him that the cheque he issued to 1st Claimant had bounced as there was no money in the account, and that they thereafter left the land for the Claimants and went away.

The 1st Defendant averred that sometimes in 2015, some persons close to the Claimants informed him and the

2nd Defendant that the 2nd Claimant's husband had died, and advised them that they should fight the 2nd Claimant and take away the land from her as she is old and weak. That in receiving this information, they threatened the 2nd Claimant to leave the land for them. That after the Police carried out their investigation, the Police advised them to leave the land for the Claimants as the land belongs to them, and he told the 2nd Defendant that it was time for them to leave the land for the Claimants.

He further stated that after this advice from the Police, the 2nd Defendant tried all he could to erase the particulars of the Claimants about the land in issue at the Land Registry at the Abuja Municipal Area Council (AMAC) and Abuja Geographic Information System (AGIS), but failed. That the 2nd Defendant told him that he will not leave the land for the Claimants especially since the 2nd Claimant is a widow and has no one to fight for her. That the 2nd Defendant later forged some papers and claimed that they are his title documents to the land in issue.

The 1st Defendant averred that he has no claim toPlot No. 1899, Sabon-Lugbe East Extension Layout, Abuja as same belongs to the Claimants.

The 1st Defendant opened his defence on the 16th day of October, 2018. Testifying as DW1, he adopted his witness statement on oath wherein he affirmed all the averments in his statement of defence.

Under cross examination by the 2nd Defendant, the DW1 stated that although he was into partnership with the 2nd Defendant, they had no partnership agreement.He stated that he broke up with the 2nd Defendant in 2016.

The DW1 stated further under cross examination that he has no evidence to show that the 2nd Defendant attempted to erase the Claimants' records from the Land Registry, save that he was so informed by their 3rd partner, one Engr. Chris, and that he later met with the 2nd Defendant's General Manager, Ejike and advised him not to erase the Claimants' records.

The DW1 was also duly cross examined by the Claimants in the course of which he reiterated and affirmed his evidence in chief.

The 2nd Defendant filed a statement of defence and counter claim dated and filed the 27th day of February, 2018. When the 2nd Defendant was called to open his defence, he applied to the Court to withdraw the counter claim and same was withdrawn and struck out. The 2ndDefendant proceeded to rest his case on the case of the Claimant.

In his statement of defence, in support of which he led no evidence, the 2nd Defendant averred that the 1st Defendant was his staff until sometime in 2017 when he stole his belongings on site and was arrested by Police. He stated that the plot in issue, Plot No. 1899 Sabon-Lugbe East Extension Layout, of about 1.6 hectares was allocated to Metl Top Nig by the Abuja Municipal Area Council on the 11th of March, 1998 and that JuthmericNig Ltd purchased the said Plot 1899 from Metl Top Nig the original allottee, and applied for change of ownership which was issued by the Abuja Municipal Area Council on the 16th August, 2006.

The 2nd Defendant stated that the original allottee as well as JuthmetricNig Ltd made relevant payments to the Abuja Municipal Area Council and were issued with a Survey Plan and Final Survey Data in respect of the said Plot No. 1899 Sabon-Lugbe East Extension Layout. That his company, Most

Dynamic and Crystal Communication Ltd purchased the Plot in dispute from JuthmetricNig Ltd between 2011 and 2012. He stated that he paid compensation of N5m to the villagers before clearing the site. That the act of the Claimants is an infringement on his use and enjoyment of the said Plot 1899, and that he caused his solicitor to write a petition against the 2nd Claimant due to her unruly behaviour and the use of thugs to harass and intimidate his staff, including the 1st Defendant.

The 2nd Defendant having rested his case on that of the Claimant, the parties were ordered to file and exchange final written addresses.

In his final written address dated 4th June, 2020 and filed on 8th June, 2020, learned counsel for the 1st Defendant, Godwin EcheAdole, Esq, raised a sole issue for determination, to wit;

> ***"Whether the Claimants have established their case to be entitled to judgment herein?"***

In his brief submission on the issue so raised, learned counsel posited that the 1st Defendant is not in a position to urge the Court on any side of the argument on the ground that the 1st Defendant is ordinarily not involved in the tussle for land ownership. He simply urged the Court to exercise its discretion and do justice to this matter in the way the Court deems fit and proper in the circumstances based on the facts and evidence led in the case.

Learned counsel for the 2nd Defendant, Oluwamayowa A. Ajayi, Esq, in his own final written address, raised three issues for determination, namely;

i) Whether Claimants can institute an action for claims of Plot No. 1899, Sabon-Lugbe East Extension Layout, Abuja in the name of the Donee of a Power of Attorney?

ii) Whether the Claimants sufficiently proved their case to warrant the Honourable Court granting the reliefs sought?
iii) Whether unregistered power of attorney can transfer title to the Claimants to seek for declarative relief?

Proffering arguments on issue one, learned counsel contended that the Claimants who admitted Metl Top Nig. as the original allottee, failed to bring the suit in the name of the donor of the Power of Attorney, and did not make Melt Top Nig. a party to the suit. He argued that a party given a Power of Attorney over land must institute action in the name of the Donor and state the capacity in which he is suing; particularly if he sues in his own name. He referred to **Leah v. Opaluwa (2004) 9 NWLR (Pt 879) 558 at 572-573.**

Relying on **Daniel v. I.N.E.C. (2015) All FWLR (Pt 789) 993 at 1026,** he contended that the Claimants lacked the locus standi to institute this action as the root through whomthe Claimants are claiming title, was not made a party to the suit.

Learned counsel further referred to **Asheke v. Borno State Governmnet (2012) 9 NWLR (Pt 1304) 1 at 28,** as he argued that mere possession of the grant of the right of occupancy is not a magic wand which can destroy existing right over the land in dispute. That there must be existing rights as at the time the grant was made.

He posited that the institution of this action in the name of the Claimants, without reference to the offer granted to Melt Top Nig., the original allottee, robs this Court the jurisdiction to entertain the suit. He referred to **Ikeli v. Agber (2015) All FWLR (Pt 785) 296.** He urged the Court to dismiss this suit for want of jurisdiction.

On issue two, learned counsel posited, with reliance on **Yakubu v. Jauroyel (2014) All FWLr (Pt 734) 1 at 42,**that a Claimant seeking declaration of title to land must succeed on the strength of his case. He argued that the Claimants herein have not proved their case to warrant the Court granting their reliefs as the evidence led by the Claimants was discredited under cross examination.

He contended that a Claimant must be able to establish the root of title which he is laying claim to, and that where a Claimant is not certain about his root of title or cannot conveniently trace his title to the land which he claimed, then the Court will not grant such declarative relief even if the other party makes admission. He referred the Court to **Addah v. Ubandawaki (2015) All FWLR (Pt 775) 200 at 212.**

Arguing that the Claimants are claiming title through two roots of title, to wit; Right of Occupancy and Power of Attorney, learned counsel contended that a Claimant must be consistent in his claim and that the Court has a duty to evaluate evidence before it to determine the authenticity of the evidence given. He referred to **Ajide v. Kelani (1985) 3 NWLR (Pt 12) 248 at 249.**

Learned counsel further relied on **Olaoye v. A.G. & Com. For Justice, Osun State (2015) All FWLR (Pt 774) 34 at 68** to contend that the Defendant is not bound to testify if the Claimant has not made out a credible case. That it is not in all cases where a Defendant does not lead evidence that the Claimant would be entitled to judgment. That the Claimants in the instant case who claimed a plot of land with two different roots of title, are not entitled to judgment in their favour.

Learned counsel conceded the possibility of change of ownership, but contended that there is no evidence before this Court where the PW1 admitted Metl Top Nig. as the Original

Allottee in the originating process filed on 14th June, 2016. That there is no evidence to show that the Right of Occupancy was changed to the name of the 1st Claimant following purchase from Metl Top Nig;he argued that the Claimant rather presented the Offer of the Terms of Grant (Exhibit PW1A) as a title on its own and also presented the Power of Attorney independently, and that this constitutes contradictory statements from the Claimants, which will make the Claimants to fail as contradictory positions means that the Claimants are not sure of their title. He referred to **Dandawi v. Olajuyin (2014) All FWLR (Pt 730) 1397 at 14433.**

Relying on **Mogaji v. Odofin (1978) 4 SC 91,** learned counsel posited that in a situation where the Claimant is claiming two different roots of title, the right thing to do is to dismiss his case.

On the evidence of the 1st Defendant, the learned counsel contended that same is not credible evidence that can assist this honourable Court to arrive at a just conclusion as the 1st Defendant denied most of the averments contained in his witness statement onoath under cross examination. He urged the Court to discountenance the evidence of the 1st Defendant against the 2nd Defendant.

Issue three is on ***"Whether unregistered Power of Attorney can transfer title to the Claimants to seek for declarative relief?"*** Here, learned counsel posited, relying on **Ezeigwe v. Awudu (2008) 11 NWLR (Pt 1097) 158 at 176,** that a land instrument must be properly registered for same to transfer interest to another party. He contended that the Power of Attorney being relied upon by the Claimants in proof of their claim as owners of Plot No. 1899 Sabon-Lugbe East Extension Layout, Abuja, is against the provision of Section 2, 3 and 15, Land Registration Act, Cap 515, laws of FCT.

Placing reliance on **Olorunfemi v. N.E.B. Ltd (2003) 5 NWLR (Pt 812) 1 at 22,** he argued that the non-registration of the Power of Attorney, Exhibit PW1D, implies that the Claimants lack the locus standi to institute an action to claimPlot No. 1899 Sabon-Lugbe East Extension Layout, Abuja, as they have no legal right over the property.

That an unregistered Power of Attorney will only confer equitable right if the Claimant is in possession, but that in the instant case where the Claimant are seeking injunction and declarative relief to take possession, an unregistered Power of Attorney is not a valid title to seek such reliefs.

He urged the Court to dismiss this suit in its entirety for lack of locus standi.

In his own final written address, learned counsel for the Claimants, P.B. Daudu, Esq, raised a sole issue for determination, to wit;

> "***Whether or not from the credible evidence led by the Claimants before this honourable court, the Claimants are entitled to all the reliefs sought?"***

Proffering arguments on the issue so raised, learned counsel posited that when an action is for declaration of title as in the instant suit, there are five ways of proving ownership of the land in dispute. He referred to **Idundun v. Okumagba (1976) 9 & 10 SC, 227 at 246 and 250** on the said five ways of proving title to land.

He contended that the evidence of PW1 that the Claimants had been in quiet possession of the property in issue from 2006 when they were granted the Right of Occupancy until when the Defendants began their subtle encroachment on the land, was never controverted throughout the trial. He posited that every

uncontroverted piece of evidence is reliable and that the Court can make findings relying on same.

Learned counsel argued to the effect that by reason of the documents admitted in evidence, the Claimants have satisfied the requirement of production of duly authenticated document as a means of proof of ownership of land. He contended that there is no contrary testimony or document to impugn the authenticity of the documents tendered by the Claimant. He submitted that in the absence of any evidence to the contrary, a Court of law is bound to act upon documentary or oral evidence before it, unless the evidence is manifestly unreliable. He argued that the evidence led by the Claimants in this case are unchallenged, cogent and compelling that the Court shall be safe in law to rely on same to give judgment in favour of the Claimants.

Learned counsel referred to **Morenikeji v. Adegbosin (2003) 8 NWLR (Pt 823) 612 at 661-662,** on the position that a party need not prove all the methods of establishing title to land. That once a party establishes some or even any of the five ways uncontrovertibly, such a party has discharged the onus laid on him by law as far as proof of ownership of land is concerned.

Arguing further, learned counsel posited with reliance on **Buhari v. INEC &Ors (2008) 12 SC (Pt 1)1,** that in civil proceedings, the standard of proof required is that of preponderance of evidence or balance of probabilities. He relied on **Eya v. Olopade (2011) NWLR (Pt 1259) 505 at 529** to contend that the pleadings of the 2nd Defendant are deemed abandoned, the 2nd Defendant having not given evidence on same. He argued that in this circumstances where there is no evidence on the Defendant's side of the imaginary scale, that the Claimants have discharged the onus of proof and

established by cogent and compelling evidence their ownership of the Plot in issue.

He urged the Court to grant the Claimants all the reliefs sought as contained in their statement of claim.

Having filed their own final written address before the 2nd Defendant filed his, the Claimant filed a reply to the 2nd Defendant's final written address. The learned Claimants' counsel, in the Reply, argued that the 2ndDefendant veered off tangent in his argument that the Claimants have no locus standi to institute this action. He contended that the Claimants are not relying on the Power of Attorney, Exhibit PW1D, as their root of title. That the Claimants tendered a Right of Occupancy which they rely on as their roof of title, the authenticity of which was not impeached by the 2nd Defendant. He submitted that the root of title to the land in issue being in the name of the 1st Claimant, the Claimants therefore, have no legal obligation to maintain the action as lawful attorney of the Donor, but in their name as the rightful owners of the land by virtue of Exhibit PW1A.

He posited that the 2nd Defendant's argument of lack of locus standi on the part of the Claimants pales into insignificance in the face of Exhibit PW1A which bequeaths the Claimants with the right of ownership as well as the right to maintain a legal action in its corporate name.

Learned counsel further posited that the cases cited by the 2nd Defendant are not on all fours with the instant case. That thecases would have been helpful if the Claimants had not been able to discharge the burden of proof on them on the balance of probabilities. That where, as in the instant case, the Claimant successfully discharges the burden of proof, then the onus shifts tothe Defendant to rebut such evidence.

Furthermore, placing reliance on **Okonkwo v. State (1998) NWLR (Pt 561) 210 at 256-257** on the judicial definition of 'contradiction', learned counsel submitted that Exhibits PW1A (Offer of Terms of Grant) and PW1D (Power of Attorney) are complimentary and not contradictory as argued by the 2nd Defendant.

That from the sequence of events, after the Claimants had been given a Power of Attorney on 11th July, 2006, they were subsequently issued a Right of Occupancy over the Plot in issue on 16th August, 2006.

Learned counsel further submitted that the question of registration or not of Exhibit PW1D goes to no issue, the Claimants having established their root of title vide Exhibit PW1A.

Also, relying on **Oforishe v. N.G.C. Ltd (2018) NWLR (Pt 1602) 35 at 57,** he submitted that the address of counsel is not a substitute for evidence. He argued that parties cannot by address fill the gaps in their pleadings and evidence. That in the absence of evidence based on pleadings, the 2nd Defendant cannot make upsame through the address of counsel.

He urged the Court to discountenance the submissions made by the 2nd Defendant in his final written address as same is hollow, unsupported by evidence and unfounded in law.

In the determination of this suit,the issue for consideration is ***"Whether the Claimants are entitled to the reliefs sought in this suit?"***

This, to my mind, will encompass and address the various issuesraised by the respective counsel in their final written addresses.Thecase of the Claimants bother on declaration of title to land andinjunction. The law is trite that in a claim for

declaration of title toland, the Claimant must establish his claim by

preponderance of evidence or balance of probabilities, and he cannot rely on the weakness or absence of defence to succeed in his case, except where such weakness go to support his case. The Court of Appeal, per Tsammani, JCA, held this much in **Odewande&Ors v. Owoeye&Ors (2014) LPELR-24421 (CA),** where the Court held that;

> ***"In an action such as this, where the Plaintiff seeks for a declaration of title to a parcel of land, what is required of such a Plaintiff is to establish his claim by preponderance of evidence or balance of probabilities. The Plaintiff is therefore expected to adduce sufficient, satisfactory and credible evidence in support of his action.***
>
> ***....***
>
> ***The burden of proof to be discharged in a claim for declaration of title to land is however not different from that which is required in civil cases generally. But in an action for declaratory actions, the burden rests throughout on the Plaintiff and never shifts to the Defendant, even where the Defendant has made an admission. In other words, the burden or onus lies throughout on the Plaintiff to satisfy the Court that he is entitled to the declaration sought. It is the law that in an action for declaration of title to land, the Plaintiff will succeed or fail on the strength of his own case alone. He can only succeed by adducing credible evidence and cannot rely on the weakness of the case for thedefence, even on admissions by such a***

Defendant, save where such weakness goes to support the Plaintiff's case."

Accordingly, it is the duty of the Claimants to proffer credible evidence to satisfy the Court that they are entitled to the declaration of title to the land in dispute. It is trite that the pleadings of the defendant, particularly the 2nd Defendant, having not been supported by evidence, goes to no issue as the same is deemed abandoned. See **Rajco Int'l Ltd v. le cavalier Hotels & Restaurants Ltd &Ors (2016) LPELR-40082 (CA).** However, that has not obviated the responsibility of the Claimants to discharge the burden of proof on preponderance of evidence or balance of probability as to be entitled to their claims. This burden may be discharged by one or more of the various ways of proving title to land as enunciated by the Supreme Court in **Idundun v. Okamagba (supra),** namely;

i. Proof by traditional evidence.
ii. Proof by production of documents of title duly authenticated.
iii. Proof by acts of ownership, in and over the land in dispute, such as selling, leasing, making grant, renting out all or any part of the land, or farming on it or portion thereof, extending over a sufficient length of time, numerous and positive enough to warrant the inference that the persons exercising such proprietary acts are true owners of the land.
iv. Proof by acts of long possession and enjoyment of land which prima facie may be evidence of ownership; and
v. Proof by possession of adjacent or connected land in the circumstances rendering it probable that the owner of such connected or adjacent land would in addition be the owner of the land in dispute.

In the instant case, the Claimants have relied on production of documents of title in their quest to prove their claim of title to the land in dispute. To this end, the Claimants pleaded and tendered Exhibits PW1A, PW1B and PW1C.

Exhibit PW1A is "Offer of the Terms of Grant/Conveyance of Approval" of the Honourable Minister of the Federal Capital Territory's approval of Statutory Right of Occupancy in respect of Plot No. 1899 of about 1.6 Ha sq. in Sabon-Lugbe East Extension Layout, which is the disputed land.

Exhibit PW1B is an Acknowledgment from the Federal Capital Territory Administration that a Right of Occupancy and other documents in respect of the said Plot No. 1899 Sabon-Lugbe East Extension Layout, had been submitted to the authorities for regularisation and recertification.

Exhibit PW1C is the data plan of the said plot of land.

There is no evidence before this Court to impeach the authenticity of the above documents. The law is trite that a party can succeed in his claim for title by establishing only one out of the five recognised ways of proving title. See **Okunzuwa v. Osayogie (2018) LPELR44535 (CA)** where the Court of Appeal, per Ndukwe-Anyanwu, JCA, held that;

> ***"A party claiming declaration of title to land needs not prove all the five recognised ways to establishing title to land, for him to succeed. Each of the five ways is independent of the others to prove title in a land case. Therefore, the establishment of one out of the five ways is sufficient to grant ownership."***

It is pertinent to state that Exhibits PW1D, Power of Attorney, and PW1E, EcoBank cheque were tendered in evidence as part of the Claimants' defence to the counter claim. The 2nd

Defendant having withdrawn his counter-claim, the defence thereto and evidence in its support have thus become non sequito, and therefore, are hereby discountenanced.

In the circumstances, it is therefore a misconception of the law as it relates to the facts and evidence before the Court in this case, for the 2nd Defendant to argue that the Claimants lack the locus standi to institute this action in their name. By Exhibit PW1A, it is evident that the grant of the Right of Occupancy over the land in dispute was made directly to the 1st Claimant in its name by the appropriate authority, authorised by law to allocate land in the Federal Capital Territory, being the Minister of the Federal Capital Territory. See **Madu v. Madu (2008) All FWLR (Pt 414) 1604 at 1627.**

There is no obligation on the Claimants to trace any further root of title beyond the Minister of the Federal Capital Territory who administers land in the Territory on behalf of the President in whom the land is by law vested. There is also no obligation on the Claimants to institute this action in the name of any Donor of Power of Attorney, the Right of Occupancy having been granted in the name of the 1st Claimant.

It is therefore, the holding of this Court that the Claimants have the requisite locus standi to institute the instant action, and that this Court accordingly, have the jurisdiction to adjudicate on same.

In the same vein, the 2nd Defendant's argument as to whether unregistered Power of Attorney can transfer interest in land, is hereby discountenanced as the same has no relevance to the instant suit. A fortiorari, this Court equally finds no contradiction in the case of the Claimants as contended by the 2nd Defendant.

The Claimants have placed sufficient evidence before this Court to warrant the grant of declaration and injunction sought by them. However, there is no scintilla of evidence on the Defendants' side of the imaginary scale. On the part of the 1st Defendant, he had told this Court that he has no claim whatsoever to the land in dispute. He indeed gave evidence to the effect that he and the 2nd Defendant had attempted to acquire the said land from the Claimant, which attempt failed following the issuance of a dud cheque, Exhibit PW1E, to the Claimants by the 2nd Defendant.

The 2nd Defendant who had counter-claimed against the Claimants over the plot in issue suddenly grew cold feet and not only withdrew his counter-claim, but also failed to offer any evidence in support of his statement of defence.

In the circumstances, there is no defence to the case of the Claimants, and regarding the evidence adduced by the Claimants in proof of their claims, this Court finds same to be credible, and same preponderates in favour of the grant of the reliefs sought by the Claimants.

I will quickly add, with regard to the claim for cost, that the award of cost is entirely at the discretion of the Court as costs follow events in litigation. See **NNPC v. Clifco Nig. Ltd (2011) LPELR-2022 (SC).**

A successful party is entitled to costs unless there are special reasons why he should be deprived of his entitlement - **NNPC v. Clifco Nig. Ltd (supra)**. No such special circumstance is present in the instant case.

The Claimants' case therefore succeeds in its entirety and in entering judgment for the Claimants, this Court takes into

cognisance the evidence of the 1st Defendant and his assertion that he has no claims whatsoever to the Claimants' land.

Accordingly, judgment is entered for Claimants and against the Defendants as follows;

1. An order of perpetual injunction is made by this Honourable Court against the Defendants, their agents, privies and servants from further interfering with the Claimants' use and enjoyment of the parcel of land which is Plot No. 1899 situate at Sabon-Lugbe East Extension Layout, Abuja.
2. It is declaredthat the Claimants are the rightful owners of the land with Plot No. 1899 situate at Sabon-Lugbe East Extension Layout, Abuja.
3. The Defendants, their privies, agents and servants are hereby ordered to forthwith, without any delay to evacuate all equipments they have introduced upon the parcel of land with Plot No. 1899 situate at Sabon-Lugbe East Extension Layout, Abuja.
4. The sum of N1,000,000.00 is awarded against the 2nd Defendant, and in favour of the Claimants as costs of this suit.

HON. JUSTICE A. O. OTALUKA
25/1/2021.