

**IN THE HIGH COURT OF JUSTICE OF THE FEDERAL CAPITAL TERRITORY**

**IN THE ABUJA JUDICIAL DIVISION**

**HOLDEN AT MAITAMA, ABUJA**

**BEFORE HIS LORDSHIP: HON. JUSTICE H. MU'AZU**

**ON WEDNESDAY 10th DAY OF MARCH, 2021**

**SUIT NO: FCT/HC/CV/3105/2020**

**BETWEEN:**

**BASHIR BUKAR BAKOMI ..... CLAIMANT.**

**AND**

**GALAXY TRANSPORTATION AND  
CONSTRUCTION SERVICE LTD ..... DEFENDANT.**

**JUDGMENT**

By an Originating Summons dated the 28<sup>th</sup> day of October, 2020 and filed on the 3<sup>rd</sup> day of November, 2020, the Claimant raised the following question for determination by the Court:-

- (1) Whether upon the true and proper construction and interpretation of the Executed agreement with interest rate contained therein in the said business/contract agreement between Bashir Bukar Bakomi and Galaxy Transportation and Construction Service Ltd, whether that agreement document is enforceable in the Court of Law.

Upon resolution of the question in the positive, the Claimant claims the following reliefs against the Defendant.

- (1) A declaration that the Plaintiff is entitle to ~~₦~~840,000.00 (Eight Hundred Forty Thousand Naira) been the total profit expected from the agreement with the Defendant dated 18/09/2018.
- (2) A declaration, that the Plaintiff is entitle to recover his principal sum of ~~₦~~1,500,000.00 (One Million Five Hundred Naira) only and expected profit of (~~₦~~840,000.00) (Eight Hundred and Forty Thousand Naira) only with the Defendant.
- (3) An Order directing the Defendant to pay the sum of ~~₦~~840,000,000.00 (Eight Hundred and Forty Thousand Naira) and ~~₦~~1,500,000.00 (One Million Five Hundred Thousand Naira) only to the Plaintiff.
- (4) A declaration that the Plaintiff is entitle to the sum of ~~₦~~2,000,000.00 (Two Million Naira) been the total profit expected from the agreement with the Defendant dated 18/09/2018.
- (5) A declaration that, the Plaintiff is entitle to recover his principal sum of ~~₦~~2,900,000.00 (Two Million, Nine Hundred Thousand Naira) only with the Defendant.

- (6) An Order directing the Defendant to pay the sum of ₦2,000,000.00 (Two Million Naira) and ₦2,900,000.00 (Two Million Nine Hundred Thousand Naira) only to the Plaintiff.
- (7) A declaration that the Plaintiff is entitle to ₦7,500,000.00 (Seven Million Five Hundred Thousand Naira) been the total profit expected from the agreement with the Defendant dated 18/9/2018.
- (8) A declaration that the Plaintiff is entitle to recover his principal sum of ₦5,000,000.00 (Five Million Naira) only with the Defendant.
- (9) An Order directing the Defendant to pay the sum of ₦5,000,000.00 (Five Million Naira) and ₦7,500,000.00 (Seven Million, Five Hundred Thousand Naira) only to the Plaintiff.
- (10) A declaration that the Plaintiff is entitle to ₦3,600,000.00 (Three Million, Six Hundred Thousand Naira) been the total profit expected from the agreement with the Defendant
- (11) A declaration that the Plaintiff is entitle to recover his principal sum of ₦1,800,000.00 (One Million Eight Hundred Thousand Naira) only with the Defendant.

(12) An Order directing the Defendant to pay the sum of ₦3,600,000.00 (Three Million Six Hundred thousand Naira and ₦1,800,000.00 (One Million Eight Hundred Thousand Naira) only to the Plaintiff.

(13) Cost of litigation ₦500,000.00 (Five Hundred Thousand Naira).

The summons is supported by a 19 paragraph affidavit deposed to by the Applicant himself and attached documents marked as Exhibits A, B1, B2, C, D, E, F, G and H and Written Address of his Counsel.

By the record of the Court, the summons and hearing notice was served on the Defendant on 7/1/2021 but did not file a Counter Affidavit but instead, filed a Memorandum of Conditional Appearance on 5/2/2021.

At the hearing on 9/2/2021, Counsel for the Respondent D. Sale Esq, informed the Court that he is not ready to proceed. That he intend to ask for extension of time to file a Counter Affidavit and also that they intend to settle the matter.

Counsel for the Applicant Mr. Alfa Seidu Esq opposed to the submission of the Defendant Counsel and added that, the Defendant had the opportunity to file and serve whatever they wanted to file but they did not do.

The Court thereafter directed the Counsel for the Applicant to proceed and adopt his summons which he did and judgment was then reserved for today 10/3/2021.

I have carefully read and digested the averments in the affidavit of the Claimants and the submission of his Counsel. The cardinal issue that calls for determination is whether or not, the Claimant has made out a case to justify a resolution of the question raised in the summons in his favour and consequential grant of the reliefs sought.

In the affidavit in support, it was averred by the Claimant that he entered into a business/contract agreement with the Defendant on the 18/9/2018 vide Exhibit A, B1, & B2 respectively. He invested the sum of ₦1,500,00.00 (One Million Five Hundred Thousand Naira) only as principal sum and the total profit expected is ₦840,000.00 (Eight Hundred and Forty Thousand Naira) only for a duration of one year. The agreement commenced on 31<sup>st</sup> October 2018 and terminated on the 30<sup>th</sup> September 2019, wherein the Defendant failed, refused and neglected to pay thereby breaching the terms and conditions of the agreement till date.

Despite repeated demand, the Defendant has refused to pay both the principal sum of ₦1,500,000.00 and the total profit expected ₦840,000.00.

That on 17/9/2018, he also invested the sum of ₦2,000,000.00 (Two Million Naira) only into the defendant vide Exhibit “C” (sand purchase package (SPP)) and Exhibit “D” (Receipt of Payment). The expected cumulative sales return of sand is after

thirteen months of investment. The investment is calculated on 145 percent interest, making the expected profit to be ₦4,900,000.00 (Four Million Nine Hundred Thousand Naira) only and the Defendant has refused to pay the said sum despite several demand after the termination date of the agreement.

That on the 18/8/2018, he also invested the sum of ₦1, 800,000.00 (One Million, Eight Hundred Thousand Naira) only in the Defendant vide Exhibit “E” (sales/purchase Registration Form) and Exhibit “F” (receipt of payment). The expected profit is ₦3,600,000.00 and the invested principal sum is ₦1,800,000.00. That the Defendant has refused to pay the said sum despite several demand after the expiration period which is September, 2018.

That on the 21/9/2018, he also invested the sum of ₦5,000,000.00 (Five Million Naira only) in the Defendant vide Exhibit “G” (sand purchased special package (SPSP)) Registration Form and Exhibit “H” (Transaction Receipt) (Customers Copy). That the expected profit is at 150 percent of the investment and the duration is thirteen months. The expected profit from these transactions is ₦7,500,000.00 (Seven Million Five Hundred Thousand Naira) only and/plus the ₦5,000,000.00 investment sum. That the Defendant has refused to pay the amount despite several demand.

The total sum invested in the Defendant were pull of fund contributed by both farmers’ traders and businessmen expecting returns on investment.

Granting this application will serve better interest of justice and the Defendant will not be prejudice.

It must be borne in mind that the Claimant's reliefs 1, 2, 4, 5, 7, 8, 10 & 11 are declaratory in nature thereby predicating the success of Reliefs 3, 6, 9, & 12 on their success.

It is an established position of law that in cases where declaratory reliefs are claimed as in the present case, the Claimant must satisfy the Court by cogent and reliable proof of evidence in support of his claim.

**AGBAJE V. FASHOLA & ORS (2008) 6 NWLR (Pt.1082).**

Indeed judicial pronouncements are ad-idem that declaratory relief are never granted based on admission or on default of filing defences.

It is clear from the averments of the Claimant in the supporting affidavit and the exhibit attached to it that there were four transactions in all namely.

- (1) The transaction evidenced by Exhibit A, B1, & A2 "Business/Contract Agreement dated 18/9/2018 of GALAXY TRANSPORTATION AND CONSTRUCTION SERVICES LTD with principal amount of ₦1,500,000.00 (One Million, Five Hundred Thousand Naira) and expected profit of ₦840,000.00 (Eight Hundred and Forty Thousand Naira). The total amount in return is ₦2,340,000.00 (Two Million, three Hundred and Forty Thousand Naira).

- (2) The transaction evidenced by Exhibits C & D ( a SAND PURCHASED PACKAGE (SPP) Registration Form of GALAXY TRANSPORT & CONSTRUCTION SERVICE LTD and a UNITY BANK TRANSFER FORM for the sum of ₦2,000,000.00 (Two Million Naira) respectively. The principal sum and profit amounts to ₦4,900,000.00 (Four Million and Nine Hundred Thousand Naira) only.
- (3) The transaction evidenced by Exhibits E & F which are SALE/PURCHASE REGISTRATION FORM OF GALAXY TRANSPORTATION AND CONSTRUCTION SERVICES LTD and a FIDELITY BANK PRINTOUT OF TRANSACTION OF TRANSFER OF ₦1,800,000 (One Million and Eighty Hundred Thousand Naira) only to the Defendant. The principal amount and profit amounts to ₦5,400,000.00 (Five million and four hundred thousand naira) only.
- (4) The fourth transaction is evidenced by Exhibit G & H which are SAND PURCHASED SPECIAL PACKAGE (SPSP) REGISTRATION FORM of the Defendant and FIDELITY BANK TRANSFER RECEIPT for payment of ₦5,000,000.00 ( Five Million Naira for the Defendant.



The principal amount and profit amounts to ₦12,500,000.00 (Twelve million and five hundred thousand naira) only.

In the absence of any facts to the contrary, the facts placed before the Court must prevail. Accordingly, the case for the Claimant succeeds. The Claimant is entitled to all declarations and orders sought in this application including cost of litigation.

The Court so order.

**SIGNED**  
**HON. JUDGE**  
**10/3/2021.**

**LEGAL REPRESENTATIONS**

- (1) Saidu Alfa for the Claimant.
- (2) D. Saleh for the Defendants.