

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE NYANYA JUDICIAL DIVISION
HOLDEN AT COURT 7 NYANYA ON THE 23RD DAY OF MARCH, 2021
BEFORE HIS LORDSHIP, HON. JUSTICE U. P. KEKEMEKE

SUIT NO. FCT/HC/CV/893/20

COURT CLERK: JOSEPH BALAMI ISHAKU

BETWEEN:

WHITEHALL CONSULTS LTD.....CLAIMANT

AND

ACCESS BANK PLC.....DEFENDANT

JUDGMENT

The Claimant's Originating Summons dated 18/06/20 posited the following issues for determination:

1. Whether by virtue of the Banker/Customer relationship between Claimant and the Defendant, the Defendant can without lawful justification place a 'Post no Debit' on the Claimant's Account No. 0052105635 domiciled at Access Bank Plc, Plot 21 Adetokumbo Ademola Crescent Wuse 2, Abuja FCT.
2. Whether by virtue of the Banker/Customer relationship between the Claimant and the Defendant, the Defendant can without a valid Order of Court of competent jurisdiction first

sought and obtained, freeze, block or otherwise deprive the Claimant access to funds in his Account No. 0052105635 domiciled at Access Bank Plc, Plot 21 Adetokunbo Ademola Crescent, Wuse 2, Abuja FCT.

3. Whether by virtue of the provisions of Section 47 of the Bills of Exchange Act Cap B8 LFN 2010 and the Banker/Customer relationship between the Claimant and the Defendant, the Defendant is not liable for breach of contract to have dishonoured the Claimant's Cheque issued in favour of one Charles Ikhazuangbe when the Claimant's Account No. 0052105635 was adequately funded.
4. Whether by the provisions of Section 47 of the Bills of Exchange Act Cap B8 LFN 2010, and the Banker/Customer relationship between the Claimant and the Defendant, it was not libelous of the Defendant to have dishonoured the Claimant's Cheque issued in favour of one Charles Ikhazuangbe when the Claimant's Account No. 0052105635 was adequately funded.

The Claimant seeks for the following reliefs:

1. A declaration that it was unlawful and unjustifiable for the Defendant to place a 'Post No Debit', freeze, block or otherwise refuse the Claimant access to operate Account No. 0052105635 domiciled at Access Bank Plc, Plot 21 Adetokunbo Ademola Crescent, Wuse 2, Abuja FCT.
2. A declaration that the Defendant is liable in libel against the Claimant when the Defendant dishonoured the Claimant's Cheque issued in favour of one Charles Ikhazuangbe when the Claimant's Account No. 0052105635 was adequately funded.
3. An Order directing the Defendant forthwith to unconditionally unblock, remove all or any restrictions and allow the Claimant to their funds and to freely operate Account No. 0052105635 domiciled at Access Bank Plc, Plot 21 Adetokunbo Ademola Crescent, Wuse 2, Abuja FCT without let or hindrance.

4. An Order of Perpetual Injunction restraining the Defendant, either by themselves, privies, agents or howsoever called from any further acts or attempt to freeze or block or otherwise hinder the operation of the Claimant's Account No. 0052105635 domiciled at Access Bank Plc, Plot 21 Adetokunbo Ademola Crescent, Wuse 2, Abuja FCT or indeed any other Account save in accordance with the law.

In support of the application is a 22 paragraph Affidavit. Learned Claimant's Counsel relied on same while moving the Court to grant the reliefs. It is deposed to by Daniel Papka, a Director of the Claimant.

Succinctly, he deposes that the Defendant has been the Banker of the Claimant since 2015 and parties have maintained a healthy relationship.

That sometimes in 2019, the Claimant authorized a withdrawal on the said Account and since had only made deposits.

The Defendant has been making several deductions on the Claimant's Account purporting same to be Bank Charges. The Account is Exhibit Bank 1.

That sometimes in May 2020, the Claimant attempted to initiate a transaction on its Account with the Defendant but was told by the Account Officer Uche Anagbogu that the Bank has placed a 'Post No Debit' on the Account. That the Claimant cannot make a withdrawal during the period of the Post No Debit.

That the Account is a business Account from which he receives funds from clients to execute contracts.

That he made several efforts to find out from the Defendant the reason for the 'Post No Debit' but the Defendant could not give any but answered that the issue will be resolved.

That on 4/06/20 Claimant issued a Cheque of N1 Million only in favour of one of her sub-contractors Charles Ikhazuangbe.

The Cheque was presented but was dishoured with an endorsement 'DAR'.

The Cheque is Exhibit 2. That it could mean customer's Account is not funded at the time the Cheque was presented.

That there is no Order of Court restricting the operation of the Account.

That Claimant protested but no reason was given for its actions.

The Defendant refused to remove the 'No Debit' restrictions.

That the action of the Defendant has caused the Claimant setbacks, delays, opportunity costs and grave loss in business.

That the actions of the Defendant are not only libelous but unjustifiable.

The action of the Defendant has caused him grave business damage.

That it is in the interest of justice to grant the reliefs.

The Claimant's Counsel also rely on the 2nd Affidavit deposed to by Charles Ikhazuangbe on 18/06/20 which essentially is to the effect that he presented the N1 Million Cheque for payment but it was refused unpaid with a 'DAR' endorsed on same.

I have also read the Further Affidavit.

The Defendant's Counsel relied on his Counter Affidavit deposed to by Richard Onyemata. He states succinctly that the Claimant is a customer of the Bank with Account No. 0052105635.

That the Bank had no cause to interfere with the operation of the Claimant's Account until it received request from Nigeria Electricity Management Services Agency (NEMSA) claiming that it made an erroneous transfer of ₦17,578,336.89 only into an Account domiciled with the Bank belonging to one Habibu Muazu instead of the Account of Whitehall Consults Nig. Ltd and wrote to the Bank to reverse the stated sum.

In the process of reversal, the Bank reviewed the Accounts of the recipient Habibu Muazu and the intended beneficiary which is the Claimant and discovered certain irregularities.

The said Habibu Muazu could not be reached through the phone number or record with the Bank and this prompted the Bank to further engage the sender of the

money Nigerian Electricity management Services Agency.

Defendant requested (NEMSA) to provide an indemnity from the intended beneficiary i.e the Claimant to enable the Bank accede to the request for reversal and credit the money from Habibu Muazu's Account to the Claimant.

In response to this request, the Bank was provided with letters of Indemnity from the Claimant respectively dated April 30, 2020 and 4th of May 2020 and signed by One Daniel Papka as Managing Director of the Claimant. Copies of the letters of indemnity are Exhibits A1 and A2.

There were irregularities with the said indemnity as it was signed by an individual as Managing Director whose name and signature and Bank Verification Number (BVN) did not appear in any of the Company documents and on records kept with the Defendant in respect of the Claimant's Account.

The said Daniel Papka also deposed to Affidavit in which he claimed to be the Managing Director of the Claimant. A copy of same is Exhibit A3.

The absence of Daniel Papka as MD of the Claimant as well as any record linking him to the Claimant and particularly absence of (BVN) which is part of the Certificated Biometric Identification System for each Nigerian Banking customer made it impossible for the Defendant to use the BVN identification process to verify Daniel Papka's status in Nigerian Central Banking data base.

The BVN is a mandatory requirement for any Nigerian that has a Bank Account and transacts with or corresponds with a Bank in respect of a Bank Account as required by Section 3 of the Money Laundering (Prohibition) Act 2011 as Amended.

The above Section also mandates financial institution to scrutinize ongoing transactions undertaken throughout the duration of the relationship in order to ensure that the customer's transaction is consistent with the business and risk profile.

The action taken by the Defendant is in line with the Central Bank of Nigeria Anti-money Laundering/Combating the Financing of Terrorism (AML/CFT) among other things requires Banks to maintain a constant risk assessment and monitoring of Accounts as well as use every opportunity to monitor and update customer information on customers in Order to achieve high standard of monitoring.

The Defendant is required to scrutinize and verify all documents presented by or on behalf of all customers who transact with the Defendant.

By a letter dated May 13, 2020 NEMSA requested the Defendant to transfer back to it the sum of ₦17,578,336.89K. A copy of the letter is Exhibit A4.

That faced with these irregularities, the Defendant notified the Central Bank of Nigeria vide a letter dated 19/05/20 and the CBN in its response vide a letter dated 28/05/20 instructed the Bank to reverse the disputed sum of ₦17,578,336.89 to NEMSA's TSA Account with the Central Bank. Copies of the letters are Exhibits A5 and A6. The Defendant complied and

moved the funds to NEMSA's TSA Account with CBN on the 1st of June 2020.

By a letter dated June 9, 2020, the Defendant informed the CBN that it had complied with the instruction to reverse the said sum. The letter is Exhibit A 7.

The finding of the Bank in the course of its transaction necessitated that the Defendant carry out further enhanced due diligence as a prudent Banker and duly engaged the Claimant on its findings on its Account and related Accounts linked to the Claimant.

The enhanced due diligence revealed that the Daniel Papka who signed the letter of indemnity on behalf of the Claimant as well as claimed to be the MD/CEO of the Claimant was also the Director and signatory to the Account of Darechi Nig. Ltd which was the subject of an ongoing Economic & Financial Crimes Commission as revealed by the EFCC's letter to the Defendant dated February 25th, 2020. A copy of the letter is Exhibit A8.

The said D@ech Nig. Ltd maintained various Accounts with the Defendant. While all the enhanced inquiries

were going on, the Defendant received instruction from the said Daniel Papka to close his personal Account (Account No. 0052105635), the Account of Whitehall Consult Ltd Account No. 0052105635 as well as the various Accounts of Da@echi Nig. Ltd maintained with the Defendant. Copies of the letters are Exhibits A9, A10 and A11. Even though he was not a Director or signatory to the Claimant's Account, Daniel Papka purported to have the authority to request the Defendant to close Claimant's Account maintained with it.

The above facts further raised red flags as to the possibility that money laundering may in fact be involved.

The Daniel Papka wrote another letter together with Olukayode Orasanya dated June 9 2020 requesting the Defendant to return the said sum of N17,579,336.89 to NEMSA. A copy of the letter is Exhibit A12.

The Bank review and enhanced due diligence was yet to be concluded when the Claimant filed and served processes in this Suit on the Bank.

As part of its fraud prevention and anti-money laundering procedure, the Defendant is duty bound to flag a suspicious transaction and refuse a customer from withdrawing the money the subject of its anti-money laundering inquiry or precaution.

When Claimant's Cheque for N1 Million dated June 4 2020 in favour of Charles Ikhazuangbe, was presented to the Defendant, the Defendant was still in the process of getting clarification from the Central Bank of Nigeria on what to do with the funds the subject matter of this Suit in the light of the irregularities. When Claimant issued the Cheque of N1 Million dated June 4 2020 in favour of Charles Ikhazuangbe, it knew that as a result of the irregularities concerning the transaction that the Defendant placed a hold on the money pending the resolution of the suspicious circumstances surrounding the inflow.

It was made clear to the Claimant that no withdrawal could be allowed until the suspicious circumstances surrounding the inflow were resolved. The Defendant had not at any time dishonoured Claimant's Cheque. That Defendant has not breached any obligation nor

terms agreed to with Claimant neither has it in any way acted unlawfully in her dealings with Claimant's Account. The Defendant has always acted in accordance with internationally accepted best practices in the management of customer's Account.

Failure of the Defendant to follow through the anti-money laundering measures it took in this case would have exposed it to penal sanctions by the CBN. The Defendant is not liable. The Claimant is not entitled to the reliefs sought.

It will be in the interest of justice to dismiss the Suit.

The Defendant's Counsel further relied on his Further Counter Affidavit sworn to on the 25/10/2020.

It states essentially

That Defendant inadvertently stated that the letters of indemnity from Claimant was signed by Daniel Papka as Managing Director of Claimant. That Bala Idris, the person who signed as MD of the Claimant in the indemnity letter Exhibit A1 sent to the Defendant on 30/04/20 is not the MD of the Claimant as his name, signature and BVN does not appear in any of the documents and records kept with the Defendant in

respect of the Claimant's Account. The incorporation documents are Exhibits A13 and A14. The Claimant's Written Address is dated 15/06/20. Learned Counsel adopted same as his oral argument. He submits two issues for determination.

1. Whether the Defendant can on its own and without an Order of a Court of competent jurisdiction first sought and obtained blocks, freeze or otherwise put a restriction on the Claimant's Account or deprive the Claimant access to their funds.
2. Whether the Defendant is not liable for libel and breach of contract when it dishonoured the Claimant's Cheque and returned same unpaid inspite of the fact that the Claimant had sufficient funds at the time to cover the value.

On issue 1, Learned Claimant's Counsel argues that Defendant without lawful authority placed a 'Post No Debit' on its Account thereby putting a restriction on the said Account unilaterally.

That no law counters power on a Bank to freeze a customer's Account.

That the acceptable authority granted to freeze an Account after fulfilling other requirement is the EFCC.

It is strange and abstract for another authority to do so.

That the relationship of the Claimant and Defendant is that of Debtor and creditor and non of the parties is permitted under any circumstance to exert undue influence or advantage over the other.

That money in a customer's Account can be classified as movable property and the right to same is guaranteed under Section 45 of the Constitution of the Federal Republic of Nigeria. Although the rights are not absolute, the restriction of an Account of a customer without an Order of Court does not feature in the exceptions to Section 45 of the 1999 Constitution.

That the Defendant acted maliciously illegally, hastily and whimsically.

On issue 2, learned Claimant's Counsel canvasses that a customer remains a creditor in so far as there is a credit balance in his Account.

That a Bank is under an obligation to pay Cheques drawn on it by its customers provided that the customer has sufficient funds to satisfy the amount payable in the Cheque and there are no legal bars to payment.

That a customer whose Cheque is wrongfully dishonoured is entitled to claim for damages against the Bank. It may be for breach of contract or libel. The Defendant has a legally established duty to exercise reasonable care and skill in regard to its customers' affairs. That where a Banker fails to honour a customer's Cheque when that customer has funds sufficient and available in his Account to cover the amount endorsed on his Cheque, the failure of the Bank amounts to a breach of contract and the Bank will be liable in damages.

Refers to Section 47 of the Bills of Exchange Act Cap B8, LFN and submits that when a bill is dishonoured by non payment, an immediate right of recourse against the drawer accrues to the holder.

That Defendant has damaged the Claimant's corporate credit. The Defendant is liable for breach of contract and libel without proving actual damage.

The Defendant's Final Written Address is dated 4/09/20.

Learned Defence Counsel canvasses that the real issue is whether the Claimant is right in commencing this action by Originating Summons. He canvasses that it could have been by a Writ of Summons because there are serious disputes as to the real reasons why Claimant was unable to withdraw money from its Account.

That in the circumstance of this case, Originating Summons is not the appropriate procedure.

That where it is obvious from the state of the Affidavits that there would be an air of friction in the proceedings, then an Originating Summons is no longer appropriate.

That Originating Summons is not Suitable for hostile proceedings where facts are seriously in dispute or where proceedings are likely to be hostile. It can be

used in matters that involve interpretation of documents, statutes, contracts, etc. It is by no means a procedure to enlarge the jurisdiction of the Court.

That the contention of the Defendant in its Counter Affidavit detailing the real reasons for Claimant's inability to withdraw money from its Account are material enough for the matter to be heard vide oral evidence.

That from averments in Claimant's Affidavit and the defence and Exhibits there is no doubt that proceedings between the parties are hostile in nature.

On whether the Claimant's Suit disclosed a reasonable cause of action against the Defendant, learned Counsel submits that the Suit does not disclose a reasonable cause of action. That Claimant's allegations are unsubstantiated. That the claims before this Court robs this Court of jurisdiction to hear the matter.

That the Defendant has placed before the Court credible evidence upon which the Court can rightly come to the conclusion that the case of the Defendant is more believable than that of the Claimant.

That the Claimant did not discharge the burden of proof. That the evidence of the Claimant lacks weight. He urges the Court to dismiss the action.

I have read the averments of parties and considered the Written Addresses of Counsel as summarized above.

The issues germane for determination are already on the face of the Summons. They are four.

They are reproduced at the beginning of this Judgment.

I shall however consider the preliminary issue raised by the Defendant's Counsel which is whether the Claimant is right in commencing this Suit by Originating Summons.

Order 2 Rule 3 prescribes those that can commence an action by Originating Summons. They are:

1. Any person claiming to be interested under a deed, will, enactment or other written instrument may apply for the determination of any question of construction arising under the instrument and for a declaration of the right of the persons interested.

2. Any person claiming any legal or equitable right in a case where the determination of the question whether he is entitled to the right depends upon a question of construction of an enactment.
3. The Court shall not be bound to determine any such question of construction if in its opinion it ought not to be determined on Originating Summons.

Therefore actions or proceedings may be commenced by Originating Summons where:

- a. The sole issue is one of construction of a written law (such as the Constitution) or instrument made under any written law, or deed, will contract or other document or any written law.
- b. Where there is unlikely to be any substantial dispute of facts.
- c. Where the rules of Court or any statute specifically direct that the action shall be commenced by it e.g. The Fundamental Rights (Enforcement Procedure) Rules 1979

and certain applications under the Companies Proceeding Rules 1997.

See *DOHERTY VS DOHERTY (1964) NMLR 144.*

BALONWU VS. OBI (2007) 5 NWLR (PT.1028) 488.

Originating Summons is used for non contentious actions, that is, those actions where facts are not likely to be in dispute.

Where facts are in dispute or riotously so an Originating Summons procedure will not avail a Claimant and he must come by way of Writ of Summons.

In other words, Originating Summons, will not lie in favour of a Claimant where the proceedings are hostile in the sense of a violent dispute.

The issue that arise for determination from the questions posed for determination the Affidavit and Exhibits and Counter Affidavit is whether by virtue of the Banker Customer relationship between the Claimant and the Defendant and by virtue of Section 47 of the Bills of Exchange Act, the Defendant can fail to honour a customers Cheque when there is sufficient funds in

the said Account and further place a 'Post No Debit' on the Account thereby restricting its operation without an Order of Court.

The relationship between a Bank and its customer are contractual.

It is essentially that of a debtor to a creditor, in the case of credit balances.

In other words, the Bank undertakes to receive money and to collect bills for its customers Account.

The proceeds so received are not held in trust for the customer, but the Bank borrows the proceeds and undertakes to repay them. The promised to repay is to repay at the branch of the Bank where the Account is kept and during Banking hours.

It includes a promise to repay any part of the amount due against the written Order of the customer and addressed to the Bank at the branch, and as such written Orders may be outstanding in the ordinary course of business for two or three working days.

See *PURIFICATION TECH. NIG. LTD VS. A.G. LAGOS STATE (2004) 9 NWLR (PT.879) 665.*

The relationship is with a super added obligation arising out of the custom of Banking to honour the customers Cheques.

See **F.B.N. PLC VS. NAGARFI (1998) 6 NWLR (PT.555) 692.**

INAKOJU VS. ADELEKE (2007) 4 NWLR (PT.1025) 423.

OSUNBADE VS. OYEWUNMI (2007) AFWLR (PT.368) 1004 SC.

I have carefully read the questions posited for determination. I have also read the facts from both Affidavits.

The Claimant issued a Cheque drawn on one Charles Ikhazuangbe. The said Cheque was returned unpaid with an endorsement 'DAR' (Drawer's Attention Required).

The Defendant placed a restriction on the Claimant's Account by placing on the Account 'POST NO DEBIT'.

The Defendant did not deny returning the Claimant's Cheque unpaid.

It also did not deny placing a restriction on the Claimant's Account by placing 'POST NO DEBIT' on the said Account. There is no dispute on facts.

The Claimant's contention is that the Defendant has no right to dishonour his Cheque when there are sufficient funds therein. That Defendant was therefore wrong in placing a 'Post No Debit' Order on its Account without an Order of Court.

The Defendant argued, it was carrying out due diligence on the Account of the Claimant in accordance with Central Bank of Nigeria's regulations. They suspected the Account is being used for shady activities.

The question posited for determination by the Claimant which I adopt as the issue for determination in my view is whether by Section 47 of the Bill of Exchange Act 2010, the Banker and customer relationship between Claimant and Defendant, the Defendant is not liable for breach of contract or libel for dishonouring the Claimant's Cheque without an Order of Court.

In my humble view, there are substantial dispute of facts.

It is also a matter of construction of the Bills of Exchange Act and other relevant laws.

In the circumstance of this case, the matter in my view is properly commenced by way of Originating Summons and I so hold.

On whether there is a reasonable cause of action. A cause of action defers from a right of action.

A cause of action constitutes a set of facts or fact which gives a person a right to claim a judicial redress where he is wronged.

I have examined the Affidavit evidence and the reliefs sought and the questions posited for determination.

In my humble view, they disclose a cause of action and I so hold.

The Defendant's defence is that it was in the process of getting clarification from the Central Bank of Nigeria on what to do with the funds the subject matter of this Suit, in the light of the irregularities. That its actions

are justified as a prudent Banker and stakeholder with responsibility to prevent financial crimes.

The Defendant failed to obtain a Court Order to enable it restrict the Claimant's Account.

One of the terms of the contract between Bank and customer as between the Claimant and the Defendant is that the Bank will not cease to do business with a customer except upon reasonable notice.

No notice of restriction was served on the Claimant.

Section 47 of the Bill of Exchange Act Chapter B8, Laws of the Federation states:

1. "A bill is dishonoured by non-payment.

a. When it is duly presented for payment and payment is refused or cannot be obtained or where an advice is sent through the post office in pursuance of Section 45(3) of this act, payment is not obtained.

i. In the case of a bill not payable on demand on or before the date of the bill falls due or

ii. In the case of a bill payable on demand, within 10 days from the time the advice is posted

b. When presentment is excused and the bill is overdue and unpaid.

2. Subject to the provisions of this Act, when a bill is dishonoured by non-payment, an immediate right of recourse against the drawer and endorses accrues..... to the holder.”

The Claimant wrote Exhibit A1 attached to the Defendant’s Affidavit. Exhibit A2 is another letter written by the Claimant in respect of the operation of its Account the subject matter of this Suit.

Exhibit A3 is a copy of an Affidavit sworn to by Daniel Papka on 22/05/2020.

The 1999 Constitution in Section 44(1) states that *“no movable property or interest in an immovable property shall be taken possession of compulsorily or no right over or interest in any such property shall be acquired compulsorily in any part of Nigeria except in the manner and for the purposes prescribed by a law ...”*

The Defendant did not obtain an Order of Court neither did it state the authority under which it acted in placing the said restriction by posting No debit on the Account.

In *SOCIETE GENERAL BANK NIG. LTD. VS AFEKORO (1999) 11 NWLR (PT. 628) 521 SC*, the Supreme Court held that the Police have no authority or power to Order the transfer of a person's funds from one Bank Account to another regardless of the fact that the Police are investigating the person. In the instant case, there is no evidence that the Defendant intimated the Claimant of the circumstances and notified it of its intention to restrict the Account.

In *GUARANTY TRUST BANK PLC VS. MR. AKINSIKU ADEDAMOLA & 2 ORS. (2019) LPELR – 47310 (CA)* the issue for determination is whether the Appellant as a Banker committed a breach of fundamental right of the 1ST Respondent by freezing its Account on the directive of the EFCC on the ground that they are investigating some suspicious criminal activities involving its Account.

It also determined whether the Economic & Financial Crimes Commission has powers to give direct instructions to a Bank to freeze the Account of a customer without an Order of Court.

The Court held amongst others:

“Even if the applicant was alleged to have committed a criminal offence, the EFCC cannot on its own direct the Bank to place restriction on his Accounts in the Bank without an Order of Court. The law allows EFCC to even come with an ex parte application to obtain an Order freezing the Account of any suspect that has lodgment that is suspected to be proceeds of crime. No law imposes a unilateral power on EFCC to deal with the Applicant this way. That Guarantee Bank has no obligation to act on EFCC’s instructions or directives without an Order of Court.”

The Court of Appeal held further:

“The Courts must rise to the occasion, speak and frown against arrogant display of

powers of an arm of government. It is in the interest of the government and the citizens that laws are respected, as respect for the rule of law promotes Order, peace and decency in all societies and we are not an exception. Our financial institution should not be complacent and appear toothless in the face of brazen and reckless violence to the right of their customers.

Whenever there is a specific provision regulating the procedure of doing a particular act, that procedure must be followed.”

In the instant case, the Defendant suspected that the Claimant's Account must have been used to launder funds. It failed to approach the EFCC or the Court. It unilaterally placed a restriction on the Account of the Defendant without an Order of Court by dishonouring the Claimant's Cheque.

The law is that a Bank which freezes the Account of its customer as in this case, even without publishing to the

whole world or in the Press that the customer was fraudulent can be sued for the tort of defamation.

CITIBANK NIG. LTD VS. MARTINS IKEDIACHI (2014) LPELR 22447 (CA).

See *ROYAL PETROLEUM CO. LTD VS. FBN LTD (1997) 6 NWLR (PT.510) 584.*

In UMOETUK VS. UBN (2002) 3 NWLR (PAGE 755)

cited by Claimant's Counsel, the Court held:

“It is well established rule that in an action for breach of contract against the Bank for wrongfully dishonouring a traders Cheque, the Claimant is entitled to recover substantial, though temperate and reasonable damages for injury to his commercial credit without the necessity of alleging and providing any actual damage.

The quantum of damages is what a reasonable man would access in the circumstance of the case.”

I resolve all the issues and questions in favour of the Claimant against the Defendant.

Consequently, Judgment is hereby entered in favour of the Claimant against the Defendant as follows:

1. It is declared that it was unlawful and unjustifiable for the Defendant to place a **'Post No Debit'**, freeze, block or otherwise refuse the Claimant access to operate Account No. 0052105635 domiciled at Access Bank Plc Plot 21 Adetokumbo Ademola Crescent Wuse 2, Abuja FCT.
2. It is further declared that the Defendant is liable in libel against the Claimant when the Defendant dishonoured the Claimant's Cheque issued in favour of one Charles Ikhazuangbe when the Claimant's Account No. 0052105635 was adequately funded.
3. The Defendant is ordered to unconditionally unblock or remove all restrictions to its Account.
4. An Order of Perpetual Injunction is hereby granted restraining the Defendants either by themselves, privies, agents or however called from any further acts or attempt to freeze or block or otherwise hinder the operation of the

Claimant's Account No. 0052105635 domiciled at Access Bank Plc, Wuse 2, Abuja except by an Order of Court.

5. N2 Million as general damages.

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HON. JUSTICE U.P. KEKEMEKE

(HON. JUDGE)

23/03/21

Parties absent.

W.T. IORSHE for the Claimant.

Susan Mobolaji for the Defendant.

Judgment delivered.

Signed.

Hon. Judge.

23/03/21