

IN THE HIGH COURT OF JUSTICE OF THE F.C.T.

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT KUBWA, ABUJA

ON THURSDAY THE 17TH DAY OF JUNE, 2020

BEFORE HIS LORDSHIP: HON. JUSTICE K. N. OGBONNAYA

JUDGE

SUIT NO. FCT/HC/CV/2660/20

BETWEEN:

ALLSTATES TRAVEL AND TOURS (NIGERIA)LIMITED...CLAIMANT

AND

1. ABUBAKAR IBRAHIM

2. SALMAN GLOBAL VENTURES LTD.....DEFENDANTS

JUDGMENT

This Court had just dismissed the Notice to defend filed by the Defendant for lacking in merit. This Court will go on to deliver the Judgment in favour of the Claimant. The Court deem as set seriatim the Claims of the Plaintiff.

It is the law that once a Plaintiff has its Claims predicated on the liquidated money demand which he had demanded and the Defendant failed to pay up, the Court will hold that the matter is to be marked undefended. This can be done suo moto by the Court or upon the Application made Exparte by the Claimant supported by an Affidavit of fact stating why the Plaintiff believes that the

Defendant has no prima facie defence to the case of the Plaintiff.
That is what the Court held in the case of:

BONA TEXTILE LTD Vs ATM PLC (2013) 2 NWLR (PT.1338) 357

EKULU FARMS LTD Vs UBN PLC (2006) 4 SCNJ 164

DANGE SHUNI LOCAL GOVT. COUNCIL Vs. OKONKWO (2008)ALL
FWLR (PT.415) 1757

Once the Plaintiff has by the facts and Exhibit satisfied the Court that Defendant has no prima facie defence the Court will and is duty bound to enter Judgment in favour of the Plaintiff. Where that is not the case the Court will go into full blown trial and call of evidence with the usual expenses frustration and delay associated with hearing. This is so where there is no conflict in the Affidavit of both parties. This is what the Court decided in the case of:

MC INVESTMENT LTD Vs. C.I & CM LTD (2012) 12 NWLR (PG1)

UTC Vs PAMOTEI (1989) 2 NWLR (PT.103) 242

Once it is clear from the facts in the Affidavit of the Defendant that there is no possibility of a defence on merit to the Claim of the Plaintiff the court will enter Judgment in favour of the Plaintiff summarily that's the decision of the Court in the case of:

THEO BROS AUTO-LINK LTD Vs BIA & CO LTD (2013) 2 NWLR
(PT.1338) 337

GARBA Vs SHEBA INT.(NIG) LTD (2002) 1 NWLR (PT.748) 372

HEIDO Vs USMAN (2004) 3 NWLR (PT.859) 65

Once there is no prima facie defence to the case of the Plaintiff the Court will enter Judgment summarily. Even if the Defendant is

present and represented by a Counsel, he will not be called upon to defend the suit. That's what the Court held in the case of:

HEIDO Vs USMAN SUPRA

OKOLI Vs MORECAB FINANCE NIG. LTD (2007) 14 NWLR (PT.1053) 37.

The Court has no Jurisdiction to award interest on the when determining the claim under undefended list procedure. But the Court is empowered to award to award a post Judgment interest. Such interest shall be determined by the Court and the interest must not exceed 10% of the Judgment sum. That means that in awarding the interest on the said judgment sum the Court must take into consideration the circumstances of the case. This is the decision of the Court in the following cases:

EKERET Vs UBA PLC (2005) 5 NWLR (PT.930) 401

GALADIMA Vs TAMBAL (1994) 8 NWLR (PT.928)492

THEO BROS AOYO-LINK LTD Vs BIAE CO LTD (SUPRA)

So before the Court can enter such summary Judgment, it must be convinced that the claim is for liquidated money demand supported by affidavit of facts set out thereon stating the ground upon which the claim is based. Such facts must show that in the believe of the Plaintiff that the Defendant has no prima facie defence to the claim of the Plaintiff.

The Court must weigh those facts as well as the evidence Exhibits attaché to ensure that actually there is no prima facie defence as claimed by the Plaintiff. The Court will mark the suit as Undefended and then after hearing the Plaintiff will enter same as

summary Judgment in favour of the Plaintiff. That is what the court decided in the case of:

FORTUNE INTERNATIONAL BANK PLC Vs CITY EXPRESS BANK LTD
(2012) 14 NWLR (PT.1319) 86.

This is done after the Defendant has been given the right to be heard to present its intention to defend and show that it has a prima facie defence but failed to show that it has such defence. See UTC Vs PAMOTEI , OKOLI Vs MORECAB FINANCES NIG LTD, FORTUNE INT. BANK LTD Vs CITY EXPRESS BANK

In this case the Court had given the defendant the chance to show that it had a prima facie defence to the case of Plaintiff but Defendant has not shown any good and cogent ground that they have such prima facie defence. See the Ruling just delivered and the Court reasoning therein. The Court adopts its reasoning in the said Ruling as if it is set here seriatim.

The Court further add that the Plaintiff was able to establish its claim which is undenyngly predicated on liquidated money demand. The Plaintiff showed the evidence of how the sum claimed accumulated as evidence in the Tickets issued, the cheques of N5,000,000.00 (Five Million Naira) and N7,000,000.00 (Seven Million Naira) as well as the letters demanding the payment of the said accumulated sums of money covering the prices for the tickets as well as other cash transfers as exhibited in the said letters, cheques and tickets duely issued. This Court does not believe that the Plaintiff out of the blues issued these tickets without the knowledge, instructions and approval of the Defendants especially the 1st Defendant who is the alter ego of the

2nd Defendant in which he is the linch pin, alter ego, author and finisher of the 2nd Defendant.

A closer look at the tickets shows that some of those tickets were issued in his name some as they have of some family members of the 1st Defendant some. The ticket have full details of the persons it was issued to, the destination the date of travel and return date. Though it has no details of the amount but the amount is verifiable. The 1st Defendant claim that it did not give instruction personally for those tickets to be issued does to exonerate him from the liability to pay or refund the money. The Defendants cannot deny and had not denied the receipt of the sum of N12,000,000.00 (Twelve Million Naira) issued them in the 2 cheques by the Plaintiff.

The Plaintiff have by these concrete, cogent and credible water tight exhibits established its claims that actually their demand is for liquidated sum of money so liquidated that the defendant cannot deny the existence of the said amount. They cannot also deny (though the 1st Defendant attempted to do so) that those tickets were issued to and in favour of the Defendant's and their relatives siblings and family members. Actually the Defendant has no defence to the case. The Plaintiff has ably established a prima facie case against the Defendant, it is entitled to its claims including witness on the said claims.

This Court therefore order the Defendants to jointly pay to the Plaintiff the sum as claimed in the first prayer on the Writ filed by the Plaintiff which is N31,422,291.00 (Thirty one Million Four hundred and Twenty Two Thousand Two hundred and ninety one

Naira) being the cost of Air tickets and cash transfer the Defendants received from the Claimant.

The Court also hereby order the Defendants to jointly pay to the Plaintiff 3% interest on the said Judgment sum from the date of this Judgment until the said sum is fully liquidated.

His is the Judgment of this Court delivered today the day of2021 by me.

K.N. OGBONNAYA
HON.JUDGE