

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

**IN THE ABUJA JUDICIAL DIVISION**

**HOLDEN AT KUBWA, ABUJA**

**ON THURSDAY THE 17<sup>TH</sup> DAY OF JUNE, 2021**

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

**JUDGE**

**SUIT NO.: FCT/HC/CV/2702/20**

**BETWEEN:**

**PASTOR IGBADI DAVID OGUH**

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**PLAINTIFF**

**AND**

**CHIEF CLETUS IBETO**

**MR. IKECHUKWU E. IBETO**

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**DEFENDANTS**

## **JUDGMENT**

The Court has dismissed the application to defend the Suit of the Plaintiff, Pastor Igbadi David Oguh filed by the Defendants – Chief Cletus Ibeto and Ikechukwu E. Ibeto. The Court will go on to enter Judgment summarily in the interest of the said Pastor Igbadi David Oguh.

The Court adopts the summary of the parties submissions on the said Ruling as if same is set here seriatim.

As stated earlier, the Plaintiff had supported his Writ with an Affidavit of 5 paragraphs. He had attached 3

documents marked as **EXH A – C**. Exhibit A is the Letter of Demand for the payment of the sum of One Hundred and Sixty One Million Naira (₦161, 000,000.00) dated 10/7/18, written by the Claimant to the 1<sup>st</sup> Defendant, the owner and vendor of the said four (4) Plots in the Ancestors Garden Maitama, Abuja. EXH B are three (3) letters dated 24/8/2018, 18/12/18 and 1/3/19, all written to the Chairman Economic and Financial Crime Commission (EFCC) on Plaintiff's instruction and written by Plaintiff Counsel complaining about Cheating, Criminal Breach of Trust and conversion against the 1<sup>st</sup> & 2<sup>nd</sup> Defendants. The 3<sup>rd</sup> documents are 2 letters, one typed and the other handwritten by "concerned Group" threatening the Plaintiff and members of his family for what they called "refusing to collect their money for them". That letter was dated 1/1/19. There was the last letter EXH C 3 (handwritten) which was not signed but alleged to have been dropped/pasted at the door of the Plaintiff at night by an unknown person.

It is the Claimant's believe that the Defendants have no prima facie defence to his Claim of One Hundred and Sixty One Million Naira (₦161, 000,000.00) = being the 10% Agency Fee the Defendants agreed to pay him for bringing a buyer for the sale of the said Plot in the Ancestors Garden.

In the Written Address the Plaintiff had raised an Issue for determination which is:

**“Whether or not the Claimant is entitled to the Reliefs sought.”**

His Counsel Emeka Ugwuowo submitted on his behalf that by the provision of **Order 35 Rule (1) FCT High Court Rules 2018** that the Applicant has the duty to adduce in his Affidavit facts constituting the grounds for his application and also to show that in his believe the Defendants have no prima facie defence to the Claims of Claimant. That the Claimant is also to show through those facts that his claims relate to a debt or liquidated money demand. He referred to the case of:

**Dyeris V. Mobil Oil Nigeria PLC  
(2010) 1 NWLR (PT. 1174) 330 D – F**

That in this case the Claimant seeks the payment of a liquidated sum of One Hundred and Sixty One Million Naira (₦161, 000,000.00) being the Agency Fee the Defendants agreed to pay him for bringing the buyer to buy the four (4) Plots of land from the 1<sup>st</sup> Defendant's land at Ancestors Garden at Maitama District, Abuja. That the Defendants had neglected, refused and failed to pay him as agreed after the said four (4) Plots were purchased by Alhaji A.H. Abubakar. That the Claimant had averred in the paragraph 4 (a) – (u) of the Affidavit in support of this Writ the grounds upon this application was predicated and that he believes strongly that the Defendants have no defence to the case of the Plaintiff. That the case of the Plaintiff is suitable to be heard under the Undefended List Procedure. That the Court has the discretion to hear the case and enter Judgment summarily as there is nothing to defend and the Defendant has no prima facie defence to his claims. That the Plaintiff is entitled to all his Reliefs as sought. They urged the Court to answer the sole question for

determination in the Claimant's favour and grant the Reliefs as sought.

Since the Court had held in the Ruling delivered a few moments ago that there is no prima facie defence or that the Defendants has no prima facie defence to the case of the Plaintiff, the Court will go ahead to consider the case of Plaintiff on its merit and deliver its Judgment in his favour.

The Court hereby adopt and deem as if set hereunder seriatim the summary of the facts contained in the Affidavit of 5 paragraphs averred to by the Plaintiff in support of this application as already set in the said Ruling which was just dismissed.

### **COURT:**

Order 35 of the Rules of this Court 2018 had set out in details the procedure for any matter that is set under the Undefended List. From the said provision, once a person, Plaintiff, has a Claim of a debt or a claim predicated on a liquidated money demand, supported same by an Affidavit setting out how the debt came about, stating that to the best of the knowledge of the Deponent that the Defendant has no prima facie defence to the Claim of the Plaintiff, the Court will mark the Writ for hearing under the Undefended List. Whence as in this case, where the Court after giving the Defendant chance to defend on merit (if he so wishes) feels that the Defendant has not stated facts which are strong and convincing enough, the Court will then hold that the Defendant has no prima facie defence and that the case be retained under the Undefended List and not transferred to the

General Cause List. The Court will hold that the Plaintiff is entitled to his claims as there is nothing to defend. In that case, Court will summarily enter Judgment in favour of the Plaintiff.

The undefended list procedure is an abridged form of litigation process where hearing of a suit and call of evidence is unnecessary because of the absence of an issue to be tried. It shortens the hearing of a suit once the claim is for liquidated sum of money. It makes for quick dispensation of justice in that class of suit where the claim is on debt, where the amount is ascertainable, known and in a very liquid form. Such debt and the money/sum claimed must have been demanded for but not paid and virtually uncontested. It must be on an action previously agreed upon by the parties which can be determined from the terms of their agreement implied or otherwise. It must be such that the plaintiff can obtain judgment without necessarily the matter proceeding into trial and call of witness. The amount must be previously agreed upon by the parties and can be determined by the terms agreed to by the parties and or by operation of the law. See the following cases:

**Dyeris V. Mobil Oil Nigeria PLC**  
**(2010) 1 NWLR (PT. 1174) 130 Paragraph D – E**

**Alhaji M.U. & Sons Ltd V. Con PLC**  
**(2005) 2 NWLR (PT. 964) 288 Paragraph B – C**

**Onoeye V. UBN PLC**  
**(2015) 10 NWLR (PT. 1466) 118 Paragraph C**

Such cases placed under undefended list are meant for quick dispensation of justice without the necessary

lengthy and draggy hearing which involves the call of Witnesses and tendering of documents. Everything is in summary and the case is summarily dispensed with and justice entered too. See the case of:

**Weme S.C. & Fin PLC V. NAIC  
(2015) 16 NWLR (PT. 1484) 146 Paragraph B**

In this case, it is not in doubt that there was an agreement to sale land and agency fee to be paid. The Plaintiff has stated that the Defendants especially the 2<sup>nd</sup> Defendant had told him about the payment of Agency Fee of One Hundred and Sixty One Million Naira (₦161, 000,000.00). The allegation by the 2<sup>nd</sup> Defendant that One Hundred and Fifty US Dollars (\$150) was paid to the Claimant was not substantiated. No one can pay such amount without evidence of payment and receipt of acknowledgment. He did not attach any evidence in form of document to substantiate that. Besides, this Court had dismissed the Notice of Intention to Defend since it did not disclose any defence on merit that would have necessitated the transfer of the Suit for the evidence of the Witnesses to be taken before the delivery of Judgment. There is no defence and nothing to defend. This Court therefore holds that the Claimant, Pastor Igbadi David Oguh is entitled to be paid the sum of One Hundred and Sixty One Million Naira (₦161, 000,000.00) being 10% Agency Fee as claimed in the Writ which is undefended, agreed by the parties.

The Defendants are hereby ordered to pay to the Claimant the said sum without any further delay as agreed by them.

It has also been held in several cases at the Apex Court that Judgment sum on Undefended List case should attract interest. See the case of:

This Court therefore order the Defendants to pay the Plaintiff 1.5% interest on the said Judgment sum from date of this Judgment until the full liquidation of the said Judgment sum of One Hundred and Sixty One Million Naira (₦161, 000,000.00).

**This is the Judgment of this Court.**

**Delivered today the \_\_\_ day of \_\_\_\_\_ 2021 by me.**

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**K.N. OGBONNAYA  
HON. JUDGE**