IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT MAITAMA

BEFORE HIS LORDSHIP	**:**	**HON. JUSTICE Y. HALILU**
COURT CLERKS	**:**	**JANET O. ODAH & ORS**
COURT NUMBER	**:**	**HIGH COURT NO. 15**
CASE NUMBER	**:**	**SUIT NO: CV/390/2021**
DATE:	**:**	**FRIDAY 23RD JULY, 2021**

BETWEEN:

1. FANDICO COMPANY NIGERIA LTD } **CLAIMANTS/**
2. KURA & CO } **DEFENDANTS**

AND

1. HONNS ALUMIMIUM CO. LTD } **DEFENDANTS/**
2. KING BOSCO WORLDWIDE SOLUTIONS CO. } **COUNTER- CLAIMANTS**

JUDGMENT

The Claimant commenced this action vide writ of summons and statement of claim filed on 3rd July, 2017 and dated 3rd July, 2017 wherein he claims the following:-

a. A declaration of this Honourable court that the Plaintiffs are entitle to a grant of certificate of occupancy over Plot No. MF2245 situate and lying atSabonLugbe East Extension Layout measuring five hectares Abuja.

b. An Order of perpetual injunction restraining the Defendant his privies, assigns or howsoever called from further trespassing into plot no MF2245, situate and lying of SabonLugbe East Extension Layout, Abuja.

c. N20,000,000.00 damages for trespass into plot no. MF2245, situate and lying of SabonLugbe East Extension Layout, Abuja.

Upon service of the writ on the Defendants and after pleading were exchanged, the suit was set down for hearing. The case of the Claimants as distilled from the statement of claim is that the 2nd Claimant was granted plot No. MF2245, SabonLugbe East Extension Layout, Abuja by the Hon. Minister of Federal Capital Office through its Zonal Office at Abuja Municipal Area Council over the land situate and lying at SabonLugbe in Abuja Municipal Area Council.

Claimant contended that 1st Claimant through a Power of Attorney was appointed to do all things over the land including changing it to its own name

which the 1st Claimant did and the issuing Authority (grantor) collected the original copy and drew parallel lines on it with a wording inside “changed”.

The Claimant further claims that the 1st Claimant was further issued with a District Data plan showing his exact portion of land, which is bounded by Plot No. MF2241, MF2246, MF2043 and a street which was given from the cadastral section of land survey of Federal Capital Development Authority, Abuja.

The Claimant claims that the 1st Claimant discovered that the Defendants entered their land, destroyed their fence and the cashew trees on the land and altered the topography of the land.

PW1 tendered the following documents in evidence.

i. Letter of allocation in the name of Kura and Co.

ii. Power of Attorney

iii. New allocation letter

iv. Receipt of payments (3) copies

v. Layout plan (TDP)

vi. Acknowledgment letter.

PW1 was then cross – examined and accordingly discharged.

The Claimant closed it case to pave way for defence. Defendants opened their defenceand called DW1 (Festus Josiah). The case of the Defendants as distilled from the witness statement on oath of DW1 is as thus;

That sometimes in 2006 the 2nd Plaintiff who is the original allottee of the land vide an offer of Terms of Grant/Conveyance of Approval by the Hon. Minister

of the FCT through the Zonal Manager atAMAC, appointed the 2nd Defendant as his Attorney for a reasonable consideration in respect of the land. And transferred the letter offer to the 2nd Defendant as well as Power of Attorney.

Defendants further stated the 2nd Defendant was issued with a Town Data Plan (TDP) Right of Occupancy rent and fees inrespect of the Plot.

Defendants contended that 1stPlaintiff has never been in possession of the land and only brought hoodlums to harass the agents of the Defendants and have been trespassing under threat of force upon the land of the Defendants.

The Defendants counter – claim as follows:-

1. A declaration by this Honourable Court that the Defendants are the beneficial owners of Plot MF

2245, SabonLugbe East Extension Layout Cadastral Zone 07 – 07, Abuja.

2. An Order of Perpetual Injunction Restraining the Claimants their privies, assign, agent, cronies, successors in title or any person howsoever described from further trespassing into Plot MF 2245 SabonLugbe East Extension Layout Cadastral Zone 07-07, Abuja.

3. Ten Million Naira (N10,000.00) damages for trespass into Plot MF 2245 SabonLugbe East Extension Layout Cadastral Zone 07-07, Abuja.

DW1 tendered the following documents in evidence:-

1. Letter of offer of term of grant/conveyance of approval
2. Acknowledgment letter from FCTA
3. Development levy receipt
4. 2 (two) local government treasury receipts for processing fee and billing of Certificate of Occupancy.
5. TDP for king BoscoWorldwide Solution Company in respect of Plot MF2245.
6. Right of Occupancy rent and fees.
7. Search report from AMAC.
8. Power of Attorney donated by Kura and Company to King Bosco.

9. Power of Attorney donated by King Bosco to HonnsAluminum Company Ltd.

The documents were admitted in evidence and marked Exhibits “D1” – “D9”. Parties closed their respective cases to pave way for filing and adoption of written addresses.

On his part, learned counsel for the Plaintiff formulated two (2) issues for determination in his written address to wit;

a. Whether from the totality of the evidence the Claimants have proved their case to entitle them to the reliefs sought?

b. Whether from the preponderance of evidence before the Honourable Court the Defendants/Counter Claimants are entitle to their counter claim?

It is the submission of the learned counsel that the validity of the title to plot No. MF2245 SabonLugbe East Extension Layout, Cadastral Zone 07 – 07, Abuja as one of the means of proving title to land enunciated in ***IDUNDUM VS. OKUMAGBA*** is not in dispute. ***SALAMI VS. LAWAL (2008) 10 MJSC 124 at 145 Paragraphs A – D*** was cited.

Learned counsel further submit that by the irrevocable Power of Attorney dated 7th November, 2006 which is earlier in time than the Defendants Power of Attorney which was on 29th December, 2008, the doctrine of earlier in time favours the Claimants. Moreso that, it was duly registered in the Land Deed Registry as No. 149 volume 01 on 8th February, 2007.

It is the submission of learned counsel that a claim for trespass to possession can succeed against the whole world except the owner with valid title. The possession of 2nd Claimant is not in dispute that transfer possession to the 1st Claimant as far back as 2006 but the Defendant claimed to obtain possession in 2007.

Counsel further submits that the Defendants/Counter-Claimants usurpation of the Claimants possession and title has no foundation. The Claimant registered its delegated power and such was never revoked by the 2nd Claimant to warrant re-donation to the 2nd Defendant in a manner that never complies with the law.

Finally, court was urged to grant the claim of the Claimants and dismiss the Counter-claim of the

Defendants on the ground of it being frivolous and abuse of court.

On part of the Defendants, two (2) issues were formulated for determination to wit;

a. Whether from the totality of the evidence the Claimants have proved their case to entitle them to the reliefs sought.

b. Whether, from the preponderance of evidence before the Honourable Court, the Defendants/Counter Claimants are entitle to their Counter-claim.

Learned Counsel submits on issue one that the Claimants have failed woefully to supply the required proof to justify their claims. A close look at the evidence of the Claimants shows that there is no scintilla of evidence to prove that Defendant actually

trespassed unto any land in possession of Claimants as alleged. Where there is allegation of fact (assertion) without proof, it can be denied without proof. ***A.G KWARA VS.LAWAL (2017) 70 NSCQR 444,*** and ***JOHN ENEH VS. KEVIN OZOR (2016) 67 NSCQR 650*** were cited.

Whether, from the preponderance of evidence before the Honourable Court, the Defendants/Counter Claimants are entitle to their Counter-claim.

On issue two, learned counsel submit that the 1st Claimant and the Defendants traced their root of title to the same source (Kura & Co.), and the said Kura & Co. is listed as 2nd Claimant, it is clear that neither a Director, Member nor even staff of 2nd Claimant was a witness in this case. As a matter of fact, the only witness for Claimant, testified as a Staff of the

1st Claimant and there is no evidence that the 1st Claimant and the 2nd Claimant are sister companies.

Learned counsel submits that Counter-Claimants have clearly demonstrated how they got Plot No. MF 2245 SabonLugbe East Extension Layout and that they have been in possession at all times material and relevant to this case. It is trite that a counter-claim is a case of its own and is independent of the original suite.

Learned counsel finally submit that from the fact, evidence authorities and arguments placed before the court, we urge my lord, on the whole to dismiss the claim of the Claimants herein and grant the reliefs of the Counter-Claimants.

Court:-

It is pertinent to state here from the onset that the principal relief sought by the Plaintiff against the Defendants is declaratory in nature thereby predicating their success on the strength of their case.

The law is settled that in an action for declaration of title to land, the onus is on the Plaintiff to prove his case through cogent and credible evidence.

In ***OLOKOTINTIN VS SARUMI (2002) 13 NWLR (Pt. 784) at 314*** the Supreme Court per Kutigi JSC (as he then was) held as follows;-

> "***It is trite law that a Plaintiff seeking a declaration of title to land must lead cogent and credible evidence to show that he is entitled to the land.***"

Indeed judicial pronouncements are ad-idem that declaratory reliefs are never granted based on admission or on default of filing defence. ***MOTUNWASE VS SORUNGBE (1988) NWLR (Pt. 92) 90.***

Where the court is called upon to make declaration of a right, it is incumbent on the party claiming to be entitled to the said declaration to satisfy the court by evidence and not the admission in pleadings that he is entitled.

The imperativeness of this arises from the fact that the court has discretion to grant or refuse to grant such declaration. ***SAMESI VS IGBE & ORS (2011) LPELR 4412.***

It is instructive to state here that, the contention between the parties from the evidence before the

court dwelled on ownership of the land known as Plot No. MF 2245 situate and lying at SabonLugbe East Extension Layout, Abuja. In laying claimed to the said land, both parties led both oral and documentary evidence to support their claim.

From the totality of whole evidence before the court, it seems to me that one basic fact that must be accepted is that both parties claimed title to the land by grant and the only issue before me was to decide whom between the parties had proved his title to be entitled to judgment.

It is now settled that a party may prove a title to a piece of land in any of the following ways:-

i. Traditional evidence

ii. By document of title

iii. By various acts of ownership numerous and positive and over a length of time to warrant the inference of ownership.

iv. By act of long enjoyment and possession of the land.

v. by proof of possession of adjacent in the circumstance which render it probable that the owner of the such adjacent land would, in addition be the owner of the disputed land. ***IDUNDUN VS OKUMAGBA (1976) 9 – 10 SC 277.***

As aptly stated by both counsel for the Plaintiff and Defendant and the ensuring evidence and title documents, both Plaintiff and Defendant came about the subject matter of litigation by virtue of purchased from Kura & Co. who donated irrevocable Power of

Attorney to them in different time.The said Kura and Co. issued them his allocation of conveyance of provisional approval from Abuja Municipal Area Council.

Whereas the Power of Attorney donated to the Plaintiffs is dated 7th day of November, 2006, that of the Defendants is dated 29th day of May, 2006.

I need only state at this juncture that the Federal capital Territory came into being by decree No 6 of 1976, with 4th February, 1976 as the commencement date.

Section 297 (2) of the 1999 Constitution of the Federal Republic of Nigeria as amended vests absolute ownership of land within the Federal Capital Territory in the Federal Government of Nigeria.

The said provision is in agreement with section 1 (3) of the Federal Capital Territory Act 2004.

For ease of reference, I shall attempt to reproduce the said sections 297 (2) of the 1999 constitution of Federal Republic of Nigeria as amended and 1(3) of the FCT Act.

Section 1(3) FCT Act.

> ***"The area contained in the capital Territory shall, as from the commencement of this Act, cease to be a portion of the states concerned and shall henceforth be governed and administered by or under the control of the Government of the Federation to the exclusion of any other person or authority whatsoever and the ownership of the lands comprised in the Federal Capital Territory shall likewise vest***

absolutely in the Government of the Federation."

Section 297(2) of the 1999 constitution.

"***The Ownership of all lands comprised in the Federal Capital Territory, Abuja shall vest in the Government of the Federal Republicof Nigeria."***

For all intents and purposes, the intention of the law makers on the status of Federal Capital Territory is deliberate.

What Government and the makers of the Federal Capital Territory Act intended was for a verse espance of land devoid of any form of cultural or hereditary inclination to be set aside for the development of the capital city.

No little wonder, even the original inhabitants who had occupied their ancestral lands were merely paid compensation and asked to move-on, regardless of the fact that generations of their ancestors were buried on such lands. See section 6 of the Federal Capital Territory Act.

There is no gain saying that the issue of deemed grant which is a product of the Land Use Act 1978 was deliberately made inapplicable to lands within the Federal Capital Territory from the construction of the preamble to the Land Use Act and section 49 of the same Act.

Were the Land Use Act meant to apply to Federal Capital Territory, the original inhabitants would have been granted deemed grant and remained on

their various lands within the Territory. The Land Use Act must not be read in isolation.

It is trite that, where the language, terms, intent or words to any part or section of a written contract, document or enactment are clear and unambiguous as in the instant case, they must be given their ordinary and actual meaning as such terms or words used best declare the intention of law maker unless this would lead to absurdity or be in conflict with some other provision thereof. It therefore presupposes that where the language and intent of an enactment or contract is apparent, a trial court must not distort their meaning.

See ***OLATUNDE VS OBAFEMI AWOLOWO UNIVERSITY (1998) 5 NWLR (Pt. 549) 178.***

A certificate of occupancy properly issued and where there is no dispute that the document was properly issued by a competent authority raises the presumption that the holder of the documents is the owner in exclusive possession of the land.

The certificate also raises the presumption that at the time it was issued, there was not in existence a customary owner whose title has not been revoked. It should however be noted that the presumption is rebuttable because if it is proved by evidence that another person had a better title to the land before the issuance of the certificate of occupancy the said certificate of occupancy stands revoked. See ***MADU VS MADU (2008) 2-3 SC (Pt. 11), 109.*** See ***ALLI VS IKUSEBIALA (1985) NWLR (pt. 4) 630..***

A declaratory relief is a discretionary remedy which is not granted as a matter of course and the court must be satisfied before granting it that the Plaintiff or claimant has a very strong and cogent case both from his statement of claim and from the evidence he adduces in support of his case. The Plaintiff or claimant must satisfy the court that under all the circumstances of the case, he is fully entitled to the discretionary reliefs in his favour, when all facts are taken into consideration.

See ***MAKANJOULA VS AJILORE (2001)12 NWLR (pt. 727) 416.***

The question of urban or non-urban land does not apply and cannot apply to land within the Federal Capital Territory and I must sincerely wish to state on the authority of ***ONA VS ATENDA(2000) 1***

NWLR (Pt. 656) 244 that no area council within the FCT has the authority to do anything with the lands within the Federal Capital Territory, unless and until the Act of the National Assembly is passed to truly define the administrative and political structure of the Area Councils within Federal Capital Territory.

The issue of urban or non-urban land is the creation of Land Use Act (LUA) and to the extent of the creation inapplicable to the Federal Capital Territory.

The question therefore on the powers conferred on and exercised by the Governor of a State under the Land Use Act (LUA) being applicable in the Federal Capital Territory, does not arise in view of the fact that the essence of Land Use Act (LUA) as set out in the preamble and section 49(1) of the same act, the

provisions of the Act are not applicable to title to land held by the Federal Government or any of its agencies.

It then logically follows that the provision of section 3 of Land Use Act (LUA) which empowers the Governor of a state to designate parts of the area of the territory of the state land as urban area is also most inapplicable to the land in the Federal Capital Territory.

If therefore there is no Non-urban land in the Federal Capital Territory, it presupposes that the only title validly and legally acceptable within the Federal Capital Territory is the statutory allocation by the Federal Capital Territory Minister and no other.

From the foregoing therefore, it is clear that no Area Council Chairman/Administrator within the Federal

Capital Territory has the power to allotte land to any person or group of persons as no land within the Federal Capital Territory exist as non-urban land where customary title could be conferred.

Consequently, to the extent of non – compliance with the statutory provisions, of law, any of such allocation so made, is null, void and unconstitutional.

Let it be known to all and sundry that the mere brandishing of acknowledgment letter from Abuja Geographic Information Systems (AGIS) as evidence of submission of Area Council title documents for regularization does not amount to validation of such a title.

For any such area council allocation, so called, to be in conformity with the statutory provisions of law,

the Federal Capital Territory Minister ought to withdraw the said so called Area Council allocation and issue a statutory title.

Once that is not done, the said customary title is ineffective null and void, the title held by Plaintiff and Defendant in this case, if any, is inclusive.

Poser.. What is the meaning of regularization in English language?

The new lexicon Webster's dictionary of the English language defines it to mean – "***to make regular or cause to conform to a rule, principle.***"

Poser .. Why are all Area Council allocations being regularized?

Certainly it is to bring them in conformity with the provisions of law on the issue of allocation which is

the exclusive preserve of the Federal Capital Territory Minister who enjoys the delegated powers of the President Federal Republic of Nigeria, under section 18 of Federal Capital Territory Act.

I am not a law maker, but an interpreter of law made by a law maker.

The objective of any interpretation is to unravel the intention of the law maker which often, can be deduced from the usage of language.

The duty of court is to interprete and give adequate and as close as possible accurate and ordinary meaning to the words used. At best, both Plaintiff and the Defendant are trespasser to the land in question.

Having held that both parties are not entitled to the land in issue and could not have been the beneficial owner in that respect.

I shall examine the documents tendered by the parties to ascertain who actually the law tilts in his favour in terms of first trespasser.

The Plaintiff in a bid to proof his case as required by law tendered the following documents in evidence;

a. Offer of terms of grant/conveyance of Approval as Exhibit “1”.

b. Power of Attorney as Exhibit “2”.

c. Offer of the terms of grant in the memo of the Plaintiff as Exhibit “3”.

d. Abuja Municipal Area Council Development Levy receipt as Exhibit “4”.

e. Site Plan as Exhibit “5” and

f. Regularisation of Land Titles and Documents of FCT Area Councils as Exhibit “6”.

Whereas the Defendants tendered the following:-

i. Offer of the terms of grant/conveyance of approval in the name of 2nd Defendant as Exhibit “D1”.

ii. Regularization of Land Titles and Documents of FCT Area Councils Acknowledgment as Exhibit “D2”.

iii. Abuja Municipal Area Council Receipt as Exhibit “D3”.

iv. AMAC Treasury Receipt as Exhibit “D4”.

v. Site Plan as Exhibit “D5”.

vi. Right of Occupancy Rent and Fees as Exhibit "D6".

vii. Re: application for search as Exhibit "D7".

viii. Power of Attorney between Kura & Co. and King Bosco Worldwide solution company as Exhibit "D8".

ix. Power of Attorney between King Bosco Worldwide solutions company and HONNS Aluminium Company Ltd as Exhibit "D9".

Trial court has the onerous duty of considering all documents placed before it in the interest of justice. It has a duty to closely examine documentary evidence placed before it in the course of its evaluation and comment and or act on it. Document tendered before a trial court are meant for scrutiny or examination by the court, documents are not

tendered merely for the sake of tendering but for the purpose of examination and evaluation ***OMEGA BANK (NIG) PLC VS O.BC LTD (2002) 16 NWLR (Pt. 794) 483.***

It is settled law that where there are oral as well as documentary evidence, documentary evidence should be used as hanger from which to assess oral testimony. ***PASHAMNU VS AKEKOYA (1974) 6 S C 83.***

The trial court is enjoined to give more weight to the documentary evidence rather than oral testimony. This is because oral evidence may tell lie but documentary evidence which is shown to be genuine does not tell lies. ***UDERAH VS NWAKONOBI (2003) 4 NWLR (Pt. 811) 643 at 678 paragraph A-C.***

It is the evidence of the Plaintiff that she got its title from Kura & Co. vide Exhibit "2" on the 7th day of November, 2006.

The said Exhibit "2" which is a Power of Attorney was duly registered in compliance with the extant laws on registration.

On their part, Defendants tendered Exhibit "D8" which is Power of Attorney between Kura & Co. and the 2nd Defendant dated 29th May, 2006. The said Power of Attorney was registered in compliance with the extant law i.e section 3(2) of the Lands Instrument Registration Act, Cap 515, Laws of the Federation of Nigeria (Abuja) 1990.

Indeed, the case before the court is a clear case of two competing interests between the parties. The long standing principle of law is that where two

competing interests by two or more persons claiming title to the same land (from a common grantor or from a common vender) the position both at law and equity is that, such competing interest will primafacie rank in order of their creation (Que prior est tempore portorest jure)i.e he who is earlier in time is stronger in law. ***DUGBUM VS ANDZIENGE (2007) ALL FWLR (Pt. 385) 499 at 526.***

Indeed, it is trite that where equities are equal, the first in time prevails. ***GOLD MARK NIG.VS IBAFON CO. LTD (2012) 10 NWLR (Pt. 1308) page 291.***

The question that follows naturally is that between the Plaintiff and the Defendants who is earlier in time and who is in possession?

It is instructive to observe that by Exhibit "D7" which is application for search on Plot No. MF 2245 of about 5 hectares within SabonLugbe East Extension Layout, Abuja Municipal Area Council confirmed that the land, the subject matter of litigation was allocated to Kura & Co. and changed to King Bosco Worldwide Solutions Company and that the attached allocation letter is authentic.

A cursory look at Exhibit "2" tendered by Plaintiff will reveal that it was dated 7th November, 2006 whereas Exhibit "D8" tendered by the Defendant was dated 29th May, 2006. Both Exhibits traced their root of title to Kura & Co.

As earlier stated in the preceeding part of this judgment, the search report confirmed that, the

document submitted by the Defendant was authentic hence the change of ownership.

Indeed, the law has no room for speculation and does not rely on it. In the instant case, since both parties are claiming title from the same grantor, they are duty bound to call upon such grantor to give evidence as to who it actually transferred it title to.

Having not done so, the court as arbiter shall rely on the evidence which is cogent before the court i.e Exhibit "D7" which was earlier analysed.

It is trite that he who alleges must prove.The general burden of proof lies on the Claimants to prove that they are the owners in law and in fact as well in possession of plot the subject matter of litigation. Section 133 of evidence Act 2011 ***AMADI VS AMADI (2016) 68 NSCQR 18.***

It is the case of the Claimants that Defendants trespassed into its land.

Trespass to land is a wrongful entry into land in actual or constructive possession of another.

Ineffect, a person who cannot prove that he is in possession cannot sue in trespass, for trespass is rooted on exclusive possession.

The Defendant's witness (Engr. Festus Joshua) asserts that Defendant met only grasses on the land, and took possession of same. This assertion is in agreement with paragraph 4 of the Claimants' statement of claim wherein it stated as thus;

> "***That the 1st and 2nd Defendants are companies that moved into the plot at an unoccupied portion and broke down the perimeter fence***

erected by the Claimants and they are within the jurisdiction of this Honourable Court."

From above, it is obvious that the land in question was unoccupied before Defendant took over same.

It is my judgment that, from the totality of facts, evidence and authorities adumbrated above, it is obvious that the Claimants have failed to put sufficient evidence before this Honourable Court in proof of their claims to entitle them to judgment.

Simply put.. Claimants have failed to establish their claim before the court.

Consequently, reliefs sought by the Claimants are bound to be refused. Same are refused and consequently dismissed.

I shall proceed to the counter claim of the Defendants because counter claim is to all intents and purposes a separate action, although the Defendants for convenience and speed, usually joins it with his defence where a court so grant leave. ***OGBONNA VS THE A.G OF IMO STATE & ORS (1992) LPELR 2287 (SC).***

The Defendants gave evidence to the effect that they are in possession of the said land, the subject matter of litigation. This position was fortified by Exhibit "D7".

Indeed, trespass to land is actionable at the suit of the person in possession of the land.

That person can sue for trespass even if he is neither the owner nor a privy of the owner because exclusive possession of land gives the person in such

possession the right to retain it and to undisturbed enjoyment of it against all wrong doers except a person who could establish a better title. ***MRS. GRACE ODU SANYA VS MR. KOLADU OSINOWO (1999) LPELR 6714.***

From the evidence before the court both oral and documentary, it is not in dispute that the Defendants/Counter – Claimants are in possession and therefore have the support of law.

Consequently, the Defendants' case succeeds on preponderance of evidence and shall be entitled to judgment. Judgment is hereby entered in favour of Defendants/Counter – Claimants and the following Declarations are hereby made;

i. A Declaration of this Honourable Court that the Defendants are the beneficial owners of Plot No.

MF 2245, SabonLugbe East Extension Layout, Cadastral Zone 07-07, Abuja is **hereby granted.**

ii. An Order of Perpetual Injunction restraining the Claimants, their privies, assign, agents, cronies, successors in title or any person however described from further trespassing into Plot MF 2245 SabonLugbe East Extension Layout Cadastral Zone 07-07, Abuja is **hereby granted.**

On general damages, the term general damages cover all loses which are not capable of exact quantification. It includes all non-financial loses, it need not be specifically pleaded. ***CHUKWUBUZOR & SONS NIG. LTD VS AKAN DICKSON IDIONG Suit no CA/C/315/2011.***

I hereby award the sum of N500,000.00 (Five Hundred Thousand Naira) only in favour of the Defendants against the Plaintiffs as general damages.

Above is the judgment of this court.

Justice Y. Halilu
Hon. Judge
23rd July, 2021

APPEARANCE

E. Maji – for the Claimant.

G. E Okoh – for the 1st and 2nd Defendants.