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/0750/18

DATE: : FRIDAY 23RD JULY, 2021

BETWEEN:

UMAR BALE .... PLAINTIFF

AND

1. JOHNSON CHUKWUDI CHUKWUKERE
2. IKECHUKWU MOUJEKWU DEFENDANTS
3. BWARI AREA COUNCIL

JUDGMENT

The Plaintiff commenced this action vide Writ of Summons and statement of claim filed on the 26th day of January, 2018 wherein he claims as follows:-

1. A declaration that the Plaintiff is the beneficial/lawful owner of Plot No. 686, of about 1000 square meters, in Gbazango Layout, Kubwa, Abuja – FCT, with old file No. 05 226 and New File No. 41703 vide a Statutory Right of Occupancy dated 15th March, 2005.

2. A declaration that the Plaintiff's title to Plot No. 686, of about 1000 square meters, in Gbazango Layout, Kubwa, Abuja – FCT, with old file No. 05 226 and new File No. 41703 is valid and subsisting.

3. A declaration that the actions of the 1st and 2nd Defendants in this Suit amount to trespass against the Plaintiff's Constitutional rights to the ownership and use of Plot No. 686, of about square meters, in Gbazango Layout, Kubwa, Abuja – FCT, with old File No.

4. An Order of perpetual injunction restraining the 1st and 2nd Defendants, their agents, privies, officers and any person, howsoever described, deriving title, instruction and authority from the Defendants from claiming title/ownership of the said Plot No. 686, of about 1000 square meters, in Gbazango Layout, Kubwa, Abuja – FCT, with old File No. 05226 and new File No. 41703.

5. An Order directing the 1st and 2nd Defendants, their agents, privies, officers and any person

claiming authority from the Defendants to yield up vacant possession of the said Plot No. 686, of about 1000 square meters, in Gbazango Layout, Kubwa, Abuja – FCT, with old File No. 05226 and new File No. 41703 to the Plaintiff, forthwith.

6. An Order of perpetual injunction restraining the Defendants, their agents, privies, officers any person, howsoever described, deriving title, instruction and authority from the Defendants from entering, trespassing or continuing to trespass and interfering with or in any way disturbing the Plaintiff's quiet possession, occupation, use and enjoyment of the said Plot No. 686, of about 1000 square meters in Gbazango Layout, Kubwa, Abuja – FCT, with old file No. 05226 and new File No. 41703.

7. An Order of perpetual injunction restraining the Defendants, their agents, privies, officers and any person, howsoever described, deriving title, instruction and authority from the Defendants from harassing or intimidating the Plaintiff with regard to the said Plot No. 686, of about 1000 square meters, in Gbazango Layout, Kubwa, Abuja – FCT, with old File No. 05226 and New File No. 41703.

8. General Damages in the sum of N10,000,000 (Ten Million Naira) against the 1st and 2nd Defendants for trespass on the Plaintiff's Plot No. 686, of about 1000 square meters, in Gbazango Layout, Kubwa, Abuja – FCT, with old File No. 05226 and New File No. 41703 and depriving him of his Fundamental Rights to own, and use property as guaranteed by the 1999

Constitution of the Federal Republic of Nigeria (As Amended).

9. The cost of this Suit.

Upon service of the Writ on the Defendants and after pleadings were exchanged, the Suit was set down for hearing.

The case of the Plaintiff as distilled from the witness statement of oath of the Plaintiff is that sometimes in the year 2004 he purchased a Plot of land particularly described as, Plot No. 686, Gbazango Layout, Kubwa, Abuja – FCT, with old File No. 05226 and new File No. 41703 (hereinafter referred to as Plot No. 686), from the Original Allottee (GyangTukur).

That the process of change of name/ownership of Plot No. 686 entailed the cancellation of the Original

Allottee's Conveyance of Provisional Approval and re-issuance of a new Conveyance of Approval/Statutory Right of Occupancy by the Honourable Minister of the Federal Capital Territory (FCT) with the Plaintiff's name legally written on it.

The Plaintiff contends that, he complied with all the processes of regularization of Land Titles and Documents and an Acknowledgment letter dated 2nd January, 2008 was issued to him by the Federal Capital Territory Administration.

PW1 tendered the following documents in evidence

1. The original Allottee's cancelled Conveyance of Provisional Approval in the name of GyangTukur

2. Offer of term of grant/conveyance approval

3. Title Deed plan in the name of Umar Bale
4. Plaintiff's Conveyance of Building Plan Approval dated 5th April, 2013 were all admitted in evidence as Exhibits 'A – D' respectively.

PW1 was then cross-examined and subsequently discharged.

PW2 (Dodo V. Friday) a subpoenaed witness tendered the following documents.

1. Conveyance of Provisional Approval dated the 15th June, 1995 as Exhibit 'E'.
2. Sketch (TDP) of Plot No. 686 Exhibit as 'F'.
3. Offer of the term of Grant/Conveyance of Approval dated 15th March, 2005 as Exhibit 'G'.
4. Sketch Map of Gbazango Layout showing Plot No. 686 as Exhibit 'H'.

PW2 was cross-examined and accordingly discharged. Plaintiff closed its case to pave way for defence.

1st – 3rd Defendants opened their defence and called DW1 (Johnson ChukwudiChukwukere). The case of the 1st – 2nd Defendants as distilled from the witness statement on oath of DW1 is as thus;

1st and 2nd Defendants contended that the Plot 286 and 287 at Gbazango Layout, measuring about 750m^{2}each under Bwari Area Council, FCT were allotted to the 1st and 2nd Defendants respectively, vide letters of Offer dated the 15th June, 1995 by the Abuja Municipal Area Counciland signed by Musa Audu, Secretary, Rural Land Use Adjudication Committee and Zonal Land Officer of Abuja Municipal Area Council.

The 1st and 2nd Defendants claim that they applied for Technical Drawing Plan (TDP) and paid for processing and development plan for the Plots in 15th June, 1998 and were issued receipts by Bwari Area Council, and that they engaged building contractors to build on the land, the 1st Defendant continued development by erecting Unit of 4 bedroom flats.

It is the averment of the Defendants that during regularization of Land title and document of FCT, 1st and 2nd Defendants submitted their title documents and same were acknowledged and AGIS issued acknowledgment letters dated 15th December, 2006.

The 1st and 2nd Defendants claim that Suleiman Moh'd Suleiman and AuwaluZubairu both contested the ownership and right of possession of the

property in Suit No. FCT/HC/CV/958/11 and lost the case with a cost of N200,000.00 (Two Hundred Thousand Naira) as well as perpetual injunction awarded against them.

DW1 tendered the following document in evidence.

a. Approval for Plot 286 and 287 Gbazango Layout as Exhibit ‘D1’.

b. Conveyance of Planning Approval as Exhibit ‘D2’.

c. Judgment of this Court as Exhibit ‘D3’.

d. Proposed residential building plan as Exhibit ‘D4’.

e. Settlement of building plan approval (receipt) as Exhibit “D5”.

It is on record that the 3rd Defendant was not represented as such no statement was filed by the 3rd Defendant. Parties closed their respective cases to pave way for filing and adoption of written addresses.

Learned counsel for the Plaintiff formulated two (2) issues for determination in his written address to wit;

a. Whether the Plaintiff, by virtue of the statutory right of occupancy conveyed to him by the Hon. Minister of the FCT and from the totality of his evidence and submission before this Honourable court, has proved his case on the balance of probabilities to be entitled to the reliefs sought.

b. With specific regard to the evidence and submissions of the 1st and 2nd Defendants before this Honourable Court, whether the 1st and

2nd Defendants can have the case of the Plaintiff dismissed by this Honourable Court.

On issue 1, learned counsel submit that the presumption of regularity of the Plaintiff's statutory Right of occupancy as evidenced by the conveyance of approval is regular and proper and can only be rebutted by 1st and 2nd Defendants by adducing evidence to the contrary of which the 1st and 2nd Defendants woefully failed to so do. ***OGBUANYINYA VS OKUDO (1990) (No. 2) 4 NWLR (Pt. 146) 551 at 570*** was cited by the Plaintiff.

Learned counsel further submit that, the 3rd Defendant upon being summoned, appeared in court and tendered, inter – alia, Exhibit "G" (Offer of terms of Grant/Conveyance of Approval in the name

of the Plaintiff), which was duly certified and admitted in evidence. That Exhibit “G” in this case is the same document as Exhibit “B” which the Plaintiff is relying on to prove his title. No other evidence is required because Exhibit “G” already has a voice to speak for itself. Section 128 (1) of the Evidence Act, 2011 (as amended), ***SKYE BANK PLC.& ANOR VS AKINPELI (2010) FWLR (Pt. 528) page 4729 and A.G BENDEL STATE VS UBA LTD (1986)4 NWLR (Pt. 337) 547 at 563 were cited.***

On issue two,Withspecific regard to the evidence and submissions of the 1st and 2nd Defendants before this Honourable Court, whether the 1st and 2nd Defendants can have the case of the Plaintiff dismissed by this Honourable Court.

Learned counsel submit that what the Plaintiff is relying on for proof of his title is a conveyance from the Minister, FCT and it is instructive to note that the allocation/conveyance made by the Minister of FCT to the Plaintiff in the year 2005 is backed - up by section 302 of the constitution of the FRN 1999 (as amended). ***ODUNUKURE VS OFOMATA & ANOR (2010) 18 NWLR (Pt. 1225) page 404.***

On their part, 1st and 2nd Defendants formulated sole issue for determination to wit;

<u>Whether from the state of pleadings and evidence led in support of same, the Plaintiff has discharged the burden of proof placed on him and consequently entitled to the reliefs claimed.</u>

Learned counsel submit that, it is a well-established principle of law that all land comprised in the

Federal Capital Territory vested in the Federal Government of Nigeria, and that same is administered by the president through the Minister of the Federal Capital Territory. The right to allocate and/or revoke title over land in the Federal Capital Territory being a statutory responsibility cannot be delegated and was never delegated to the Abuja Municipal Area Council, Bwari Area Council or the Zonal Manager of its planning offices, and as such, any purported allocation is void abinitio.

Learned counsel submit that the mere production of a purported instrument of grant is not sufficient to prove title but such production must come with the burden of proving inta alia that the grantor had the authority and capacity to make such a grant, and the grantor had in fact granted what he purported to grant.

Learned counsel further submit that the evidence of the Plaintiff and Exhibits tendered shows that he has no title of whatever sort. Thus, the court should take particular cognizance of Exhibit “A” headed conveyance of provisional approval from the Abuja Municipal Area Council dated the 15th June, 1995, and signed by one Musa Audu designated as secretary for Rural land Use Adjudication Committee, the first sentence of the document, Exhibit “B” state that; I am pleased to convey the chairman, caretaker committee approval for a customary right of occupancy: the document on the face of it clearly shows that it emanated from the Bwari Area Council and not from the Federal Capital Territory.

Court was finally urge to dismiss the case of the Plaintiff.

I have gone through the pleading of Plaintiff and the corresponding evidence both oral and documentary tendered by the Plaintiff and that of the Defendant in this case.

Indeed a party who seek Judgment in his favour is required by law to produce evidence to support his pleadings.

Relief 1, 2, and 3 sought by Plaintiff are declaratory in nature thereby predicating the success of the other reliefs on its success.

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

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

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) 98

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 pleading.

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.

The foregoing authority remains good law and binds this court as well.

On whether the Plaintiff in the case in view is entitled to the reliefs claimed or not, it becomes most expedient to ascertain the root of title of Plaintiff first and foremost.

There are five ways of proving ownership to land that are recognized by judicial decision. One or more of the modes are usually used in proof, they are:-

(1) Traditional evidence

(2) Production of document title

(3) By proving acts of ownership numerous and positive enough to warrant an inference that the person is the owner.

(4) Act of long possession and

(5) By proof of possession of connected or adjacent land.

AKAOSE VS NWOSU (1997) 1 NWLR (pt. 482) 478 at 492 paragraph B – D.

As aptly stated by both counsel for the Plaintiff and Defendants and the ensuing evidence and title documents, the Plaintiff came about the subject matter of litigation by virtue of allocation of Conveyance of Provisional Approval given by Abuja Municipal Area Council in the name of MallamGyangTukur which same was change to the Plaintiff (Umar Bale) vide Exhibit “B” by the Ministry for Federal Capital Territory.

Whereas the Defendants came about the subject matter of litigation vide Exhibit “D2” i.e allocation from Abuja Municipal Area Council.

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 henceforthbe governedand 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 absolutelyin 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 of Nigeria.

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 an 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 not 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 extend 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.

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.

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

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

1. Conveyance of Provisional Approval.
2. Offer of terms of grant/conveyance
3. Title Deed Plan.
4. Conveyance of Approval
5. TDP Plan.
6. Offer of terms of grant of conveyance of approval.
7. Gbanzango Layout Plan all were tendered and admitted in evidence as Exhibit "A"- "H" respectively.

Whereas the Defendants tendered the following;

i. Regularization of land titles and documents of FCT Area Council.
ii. Conveyance of Provisional Approval.

iii. Judgment of FCT High Court.

iv. Proposed building Plan and

v. Settlement of building plan approval all were tendered and admitted as Exhibits “D1” to “D5” respectively.

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 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 BARIK (NIG) PLC VS O .B. C LTD (2002) 16 NWLR (Pt. 794) 483.***

Itis the law that a person can sue for trespass even if he is neither the owner nor a privy of the owner. This is because exclusive possession of the 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. Therefore, anyone other than the true owner, who disturbs his possession of the land, can be sued in trespass and in other action. See ***PIUS AMAHOR VS BENEDICT OBIEFINA (1974) LPELR 452 (SC).***

From the available evidence oral and documentary before this court, both Plaintiff and Defendant rely on their respective title documents to lay claim to the land in question.

Whereas, Plaintiff tendered offer of the terms of grant/conveyance of provisional approval dated the 15th November, 2020, same admitted and marked as Exhibit “B” allocated him in his name, whereas said Exhibit “B” was issued by the Ministry for Federal Capital Territory and signed by Suleiman Mohammed Suleiman Keffi, Zonal Manager for Hon. Minister of FCT.

From the above, can it be said that the document i.e Exhibit “B” is in compliance with the law?

A perusal of Exhibit “B” would reveal that the conveyance of the approval was issued by the Minister of FCT to the Plaintiff. For avoidance of doubt, first paragraph of Exhibit “B” is hereby reproduced;

> ***"I am pleased to convey the Hon. Minister's approval of a Statutory Right of Occupancy in respect of Plot No. 686 of about 1000sqm in Gbanzango Layout, Kubwa, Abuja."***

Whereas Exhibit "D2" tendered by the Defendants is from Abuja Municipal Area Council.

The 1st paragraph of the conveyance of Provisional Approval (Exhibit "D2" read as thus.

> "***I am pleased to convey the chairman, caretaker committees approval of a Customary Right of Occupancy in respect of Plot No. 286 of about 750m2 at Gbazango Layout."***

The said Exhibit "D2" was signed by one Musa A. Audu, Secretary Rural Land Use adjudication committee.

As earlier stated in the preceeding part of this Judgment, there is no rural land in the Federal Capital Territory. Therefore, the said purported allocation by Musa Audu Secretary Rural Land Use Adjudication Committee is null and void and of No Effect.

Consequently same is hereby set aside.

Indeed, the conveyance of a statutory Right of Occupancy by the Minister of FCT to the Plaintiff has the backing of the constitution of the Federal Republic of Nigeria 1999 (as amended).

It is instructive to state here that there is presumption where there is no evidence to the contrary, things are presumed to have been rightly and properly done. Section 168 (1) (2) and (3) of the Evidence Act,

2011 (as amended) which provides for presumption of regularity is apt here.

The fact that Exhibit "B" and "G" (offer of terms of grant/Conveyance of Approval) in the name of the Plaintiff clearly and bodily contain the inscription, "Ministry for Federal Capital Territory" and the fact that the content of the conveyance of Approval carry pleasantries and message from the Minister clearly show that the Plaintiff's allocation emanated from the Minister of FCT who has been authorized by the constitution to make such allocation as earlier stated in the preceeding part of this judgment.

Where the words used in a statute are clear and unambiguous, they must be given their natural and ordinary meaning unless to do so would lead to absurdity or inconsistency with the rest of the

statute.***NYESOM VS PETERSIDE & ORS (2016) NWLR (Pt. 1512) Page 452.***

From the above, it is obvious that Plaintiff has authoritatively proven that Plot No. 686, of about 1000 square meters, in Gbazango Layout, Kubwa, Abuja – FCT was actually allocated to him by the Minister of the FCT.

It is instructive to state here that, the Defendants have failed to prove long and enjoyable possession of the plot of land to warrant issued judgment on them.

I have seen Exhibit “D3” tendered by the Defendants to shows that judgment was earlier delivered in this case by my humble self.

It worthy to note that at page 25 of the said judgment, I declared the interest of the Defendants in that case as trespasser.

For avoidance of doubt, pages 25 paragraph 2 of Exhibit "D3" is hereby reproduced;

> "***The Duty of Court is to interpret and give adequate and as close as possible accurate and ordinary meaning to the word used. At best, the counter claimants are trespasser to the land in question."***

Indeed, a trespasser can sue another trespasser even if he is neither the owner nor a privy of the owner except a person who could establish a better title. ***PIUS AMAHOR VS BENEDICT OBIEFINA (1974) LPELR 452 (SC).***

Now that it has been established on the preponderance of evidence that the Plaintiff herein is the true owner, I shall therefore enter judgment for the Plaintiff without any further hesitation. Judgment is hereby entered in favour of Plaintiff and the following declarations are hereby made, as follows:-

1. A declaration that the Plaintiff is the beneficial/lawful owner of Plot No. 686, of about 1000 square meters, in Gbazango Layout, Kubwa, Abuja – FCT, with old file No. 05 226 and New File No. 41703 vide a Statutory Right of Occupancy dated 15th March, 2005 is **hereby granted.**

2. A declaration that the Plaintiff's title to Plot No. 686, of about 1000 square meters, in Gbazango Layout, Kubwa, Abuja – FCT, with old file No.

05 226 and new File No. 41703 is valid and subsisting is **hereby granted.**

3. A declaration that the actions of the 1st and 2nd Defendants in this Suit amount to trespass against the Plaintiff's Constitutional rights to the ownership and use of Plot No. 686, of about square meters, in Gbazango Layout, Kubwa, Abuja – FCT, with old File No. is **hereby granted.**

4. An Order of perpetual injunction restraining the 1st and 2nd Defendants, their agents, privies, officers and any person, howsoever described, deriving title, instruction and authority from the Defendants from claiming title/ownership of the said Plot No. 686, of about 1000 square meters, in Gbazango Layout, Kubwa, Abuja – FCT, with

old File No. 05226 and new File No. 41703 is **hereby granted.**

5. An Order directing the 1st and 2nd Defendants, their agents, privies, officers and any person claiming authority from the Defendants to yield up vacant possession of the said Plot No. 686, of about 1000 square meters, in Gbazango Layout, Kubwa, Abuja – FCT, with old File No. 05226 and new File No. 41703 to the Plaintiff, forthwith is **hereby granted.**

6. An Order of perpetual injunction restraining the Defendants, their agents, privies, officers any person, howsoever described, deriving title, instruction and authority from the Defendants from entering trespassing or continuing to trespass and interfering with or in any way

disturbing the Plaintiff's quiet possession, occupation, use and enjoyment of the said Plot No. 686, of about 1000 square meters in Gbazango Layout, Kubwa, Abuja – FCT, with old file No. 05226 and new File No. 41703 is **hereby granted.**

7. An Order of perpetual injunction restraining the Defendants, their agents, privies, officers and any person, howsoever described, deriving title, instruction and authority from the Defendants from harassing or intimidating the Plaintiff with regard to the said Plot No. 686, of about 1000 square meters, in Gbazango Layout, Kubwa, Abuja – FCT, with old File No. 05226 and New File No. 41703 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 **N1,000,000.00 (One Million Naira)** only in favour of the Plaintiff against the Defendants as general damages.

Above is the judgment of this court.

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

APPEARANCE

SanyaEmos with A.A Adebiyi – for the Plaintiff.

Isaac Erameh – for the Defendants.