

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY,  
IN THE ABUJA JUDICIAL DIVISION,  
HOLDEN AT COURT NO. 7 APO, ABUJA.  
BEFORE HIS LORDSHIP: HON. JUSTICE O. A. MUSA.**

**SUIT NO. FCT/HC/CV/2971/2020**

**BETWEEN:**

CHUDOC GLOBAL RESOURCES LTD ..... CLAIMANT

**AND**

THE CHAIRMAN, BWARI AREA COUNCIL ..... DEFENDANT

**JUDGMENT**

**DELIVERED ON 2<sup>ND</sup> DECEMBER, 2021**

This suit was initiated via Writ of summon under undefended list proceeding dated and filed on 21<sup>st</sup> October, 2020.

The claimant claims inter alia:-

1. A DECLARATION that the Defendant is indebted to the Claimant in the sum of ₦14,594,081.00 (Fourteen Million, Five Hundred and Ninety-Four Thousand, Eighty-One Naira) only being the total outstanding contract sum owed the Claimant by the Defendant for various contracts executed for the Defendant.

2. An Order directing and/or mandating the Defendant to pay the sum of ₦14, 594,081.00 (Fourteen Million, Five Hundred and Ninety-Four Thousand, Eighty- One Naira) only to the Claimant forthwith being the total outstanding contract sum owed the Claimant by the Defendant.
3. Post Judgment interest rate from the day Judgment is delivered till Judgment sum is liquidated.
4. The cost of this suit.

In support is 7 paragraphs affidavit deposed to by one Mr. Muhammad Bala Yusuf and also 8 annexure marked as exhibit A, B, B1, B2, C, C1, C2 D1, D2, E1, E2, F, G and H. and in compliance to the Rules of this Honourable Court a written address was proffered by one Amanzi F. Ananzi Esq. in which counsel formulate one issue for determination via:-

**Whether the Claimant has made out a case for the grant of this application and thus is entitled to judgment as per his claim.**

In arguing this issue counsel to the claimant submitted that the purpose of undefended list procedure is for obtaining summary judgment without proceeding to trial requiring

calling of witnesses. The rule is for disposing with dispatch cases which are virtually uncontested or when there is no genuine defence on the merit to the Plaintiff's claims. The procedure is to shorten the hearing of a suit where the claim is for liquidated sum. In other words, the objective of the rules relating to the actions on the undefended list is to ensure quick dispatch of certain types of cases, such as those involving debts or liquidated money claims. Cited the cases UBA PLC Vs. JARGABA (2007) 43 WRN 1 at 25 to 26. MAT. HOLDINGS LTD Vs UBA LTD (2003) 2 NWLR (Pt. 803) page 71 at 74.

Counsel further submitted that the burden is normally shifted to the Defendant who wants to defend the said suit placed on the undefended list and he must discharge the burden by showing a defence on the merit and the nature of the merit enquired under this procedure is that the affidavit accompanying the notice of intention to defend must cast some doubt on the case of the Claimant.

But a general statement in the affidavit of the defendant, that the defendant has a good defence to the action will not satisfy the requirements of the law on the merit when it is premised on a legal defence properly founded by the

defendant against the substance of the Claimant's claim opposed to matters of procedure, practice or form, cited CHIEFIELD NIG. LTD VS ORIENT BANK NIG. LTD (2004) 3 NWLR (PT. 860) 251 @ 257 - 258; JIPREZE VS OKONKWO (1987) 3 NWLR (PT. 62) 737 AND MACGRGOR ASSO. LTD VS NIG. MERCHANT BANK LTD (1996) 2 NWLR (PT. 431) 378 (1975) sc 51.

Moreover, counsel submitted that pleadings are not required to be ordered and accordingly, a case coming up for the first time on the list is not for mention. It comes for hearing and the court has only one duty to perform on the return date, namely, to see whether or not the Defendant has filed his/her notice of intention to defend and supported by an affidavit and/or whether the defence is on the merit but if on the negative, then the court has no choice but to enter Judgment in favour of the Claimant. cited BEN THOMAS HOTELS VS SEBI FURNITURE LTD (1989) 5NWLR (123) @ 525 (1989 12 S.C @ 174.

In conclusion counsel urged the court to enter Judgment in favour of the claimant as claimed.

The matter came up on the 28<sup>th</sup> of January in which I further asked the court bailiff to serve the defendant hearing notice against 11<sup>th</sup> day of February, 2021 for hearing. The defendants are not in court nor file any process before the court, hearing commence and case was adjourned for Judgment. I found out the defendant filed a memorandum of appearance, notice of intention to defend and a motion on notice dated and on the 1<sup>st</sup> March, 2021 was smuggled into the file which the case is ripe for Judgment I took my time to go through the said process smuggled into the file to see assumed if I can consider the defendant notice of intention to defend in order to make a U turn to consider or transfer the matter to general cause list I found it the notice so sketch to extension of time, file did not contained any reasonable circumstance that may warrant the grant of same.

The statement of defence hold no water, the defendant did not place anything before this court to defend this suit.

On 2<sup>nd</sup> December, 2021, the Plaintiff/Respondent Counsel submitted that since the defendant failed to appear in court to move the said Motion No: M/151/2021 dated 1<sup>st</sup> March, 2021 and filed same date; he orally applied that this motion

be struck out for lack of prosecution and urged the court to proceed to deliver judgment in view of order 35 rule 4 of the Rules of this court.

The application is taken as prayed, the said motion No: M/151/2021 filed by the respondent and having abounded is hereby struck out.

At this juncture I will adopt the submission of the learned counsel to the claimant at paragraphs 3.2, 3.3, 3.4, and 3.5 and enter Judgment in favour of the claimant, the defendant have all the opportunity to respond to this case but chose not to defend this case. I am satisfied with the claimant prove on his case and Judgment is hereby entered in favour of the claimant as follows via:

1. That the Defendant is indebted to the Claimant in the sum of ₦14, 594,081.00 (Fourteen Million, Five Hundred and Ninety-Four Thousand, Eighty-One Naira) only being the total outstanding contract sum owed the Claimant by the Defendant for various contracts executed for the Defendant.
2. That the Defendant to pay the sum of ₦14, 594,081.00 (Fourteen Million, Five Hundred and Ninety-Four

Thousand, Eighty- One Naira) only to the Claimant forthwith being the total outstanding contract sum owed the Claimant by the Defendant.

3. Post Judgment interest rate from the day Judgment is delivered till Judgment sum is liquidated.

4. Both parties shall bear the cost of their suit.

That's the judgment of the court. I so ordered.

**APPEARANCE**

Amazi F. Amazi, Esq. for with him Umar Usman Kolo and O.

R. Owachele, Esq. for the Plaintiff/Respondent

The Defendant not in court and not represented.

Sign  
Hon. Judge  
02/12/2021