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. 14

CASE NUMBER :SUIT NO: CV/759/2019

DATE: :WEDNESDAY 15TH DECEMBER, 2021

BETWEEN:

HASSAN KULIYA …….. CLAIMANT

AND

OMOKOREDE LANRE
(Carrying on Business Under the name and Style of Gorol Company Integrated) **DEFENDANT**

JUDGMENT

The Claimant by a Writ of Summons filed on 11th January, 2019 claimed against the Defendant as follows:-

1. A Declaration that the Defendant is in breach of the contract as entered into by the parties when he failed to complete the construction and installation of the swimming pool despite having collected over 95% of the contract sum.

2. A Declaration that the Defendant is in breach of the contract as entered into by parties when he failed to supply the filter media within 4 days from the date of payment for same.

3. The sum of N1,980,000.00One Million, Nine Hundred and Eighty Thousand Naira) being the

total amount it will cost the Claimant to complete the construction of the swimming pool.

4. The sum of N5,000,000.00(Five Hundred Million Naira) as general damages for breach of contract.

5. The sum of N200,000.00 (Two Hundred Thousand Naira) being the refund for the filter already paid for by the Claimant and yet to be delivered by the Defendant.

6. The sum of N1,000,000.00(One Million Naira) being the cost of this suit.

The Defendant filed their respective statements of defence after service of the writ on them. After exchange of pleadings, the suit proceeded into hearing. The case of the Claimant as distilled from

the statement of claim and the witness statement on oath is as thus;

The Claimant averred in paragraphs 4, 5, 6 and 7 of his statement on oath that, the Defendant was one of the Contractors invited by the Plaintiff to submit quotation for the construction and completion of swimming pool, supply and installation of swimming pool equipment in a property located at UnguwarRimi, Kaduna State. That the Defendant submitted quotation to the Claimant for construction of swimming pool, supply and installation of pool equipment of an initial consideration of N4,120,000.00 (Four Million, One Hundred and Twenty Thousand Naira) which was later reviewed upwards to N4,320,000.00 (Four Million, Three Hundred and Twenty Thousand Naira) only.

The quotation submitted by the Defendant was accepted by me and on 8th February, 2018, the Claimant paid the Defendant 60% mobilization fee, the receipt of which the Defendant acknowledged. That in the contract agreement entered into between parties term of disbursement of the consideration sum is as follows:-

i. 60% advance, (being cost of materials/labour equipment to be fully paid).

ii. 35% to finish level.

ii. 5% final payment to be paid after commissioning of pool.

Claimant averred in paragraphs 8, 9 and 10 that he (the Claimant) has so far paid a total consideration of N4,204,000.00 (Four Million, Two Hundred and Four Thousand Naira) only representing over 95%

of the total contract sum of the Defendant. That the Defendant who claimed that the supply of a filter media was not part of the equipment that they were meant to supply, demanded for additional N200,000.00 (Two Hundred Thousand Naira) to supply the filter media within 4 days from the date of receipt of the money. On 10th October, 2018, the Claimant paid an additional sum of N200,000.00 (Two Hundred Thousand Naira) to the Defendant for the supply of the filter media.

The Claimant further averred in paragraphs 11, 12, 13 and 14 that up to the date of instituting this suit, the Defendant is yet to supply the filter media paid for by the Claimant as agreed by the parties. That it is over nine(9) months since the contract for construction of swimming pool, supply and installation of swimming pool equipment was given

to the Defendant and the Defendant is yet to deliver on the project despite having received over 95% of the consideration sum. That the Defendant is now asking for upward variation of 15% on the contract sum claiming that it is the cost of distortion or movement of staff to and fro the site in Kaduna State from Abuja. The Claimant never gave any instruction that necessitated distortion or movement of the Defendant's staff to and fro Kaduna State from Abuja.

The Claimant also averred in paragraphs 15,16,17,18 and 20,that he (Claimant) requested that the Defendant provides the Tax Identification Number (TIN) of his business to enable him remit upon completing the statutory 5% Withholding Tax, but was told by the Defendant that he is not obliged to pay any Withholding Tax under the contract.

a. That the Defendant has breached the contract entered into by parties when he failed to complete the construction and installation of the swimming pool with its accessories, despite having received a total sum of N4,204,000.00 (Four Million Two Hundred and Four Hundred Thousand Naira) representing over 95% of the contract sum.

b. That the Defendant has breached the parties agreement when he failed to supply the filter media within 4 (four) days from the date payment was made to the Defendant for same.

By a letter dated 21st November, 2018, the Claimant wrote to the Defendant through his Solicitors, Dion Solicitors, demanding immediate completion and commission of the project. On 25th November, 2018,

the Defendant instead of prompt compliance to the contract (with the Claimant) as demanded in the Claimant's Solicitor's letter, the Defendant through His Solicitors Jurisperitus Associates, replied the Claimant's Solicitors stating the unpreparedness of their client to complete the contract until same is varied by 15%.

The Claimant's following documents were tendered before the Court:-

1. Letter from Gorol Company Limited
2. Letter dated 21st November, 2018 from Dion Solicitors
3. Letter from Jurisperitus dated 25th November, 2018
4. Letter from Bundee Nigeria Limited

5. Official receipt dated 14th November, 2018 from Dion Solicitors.

PW1 was discharged after cross-examination.

PW2 in his witness statement on oath averred in paragraphs 3,4,5,6 and 7, that he is aware that the Claimant gave a contract to the Defendant for the construction of a Swimming Pool at the site that he (PW2) is doing supervision. That one day, during the interlocking tile work at the site, the Defendant approached PW2 that he wants to stop work on the Swimming Pool job until the interlocking tile work and other external jobs are over in Order to avoid the external works spoiling his (Defendant) Swimming Pool job. While the external work was ongoing, the Defendant and his staff never came to site, and even after the completion of the external work.

PW2 also averred that on One Tuesday, the Claimant gave PW2 the sum of N100,000.00 (One Hundred Thousand Naira) to give to the Defendant with the condition that the Defendant should write an undertaking to finish the project commissioning by the Saturday of that week. When the Defendant came to collect the money, PW2 asked him to write the said undertaking. But the Defendant refused, and boasted that he (Defendant) has done millions of naira project for the military and they did not ask him to write undertaking. Later that day (Same Tuesday), the Claimant came to site and asked. PW2 to give the N100,000.00(One Hundred Thousand Naira)to the Defendant. The Defendant collected the money and promised to do the final commissioning on that Saturday. But he (Defendant) never came back to the site after collecting the money.

PW2 was cross-examined and discharged.

PW3 in his witness statement on oath, averred in paragraphs 2,3 and 4 that, sometime in 2018, the Claimant invited him (PW3) to come and complete his Swimming Pool job at UnguwarRimi, Kaduna State, and he (PW3) gave him a list of materials and the cost of labour. That the Claimant bought the material for the Swimming Pool completion and paid PW3 for the cost of labour. That PW3 was the one that completed the Swimming Pool project and commissioned it.

PW3 was cross-examined and discharged.

The Defendant in his statement of Defence and witness statement on oath contends, that he actually bought the filter media waiting for variation approval from the Claimant to commission the pool.

The Defendant further contends paragraph 12 of the Claimant's statement of claim, as the Defendant have completed the work to 90% but the Claimant refused to the demand for variation.

The Defendant also contends paragraphs 11, 15, 16 and 17. It was his instruction that actually affected the completion of the job, and therefore necessitated the movement of staff to and from Abuja to Kaduna as contained in the work programme requested by him (Claimant). That the issue of withholding tax is a non-issue because it is statutory that withholding tax is deducted before payment and evidence of same is provided to the payee provided that VAT (Value Added Tax) is also calculated and effected on the contract sum having pay 95% of total contract sum. Because he has completed the job upto 90% he is about to do integration of the test pool with the

pool to media, the Defendant now demanded for variation because the contract has extended beyond the completion contract, to the fault of the Claimant. The Defendant deny paragraph 17 of the Claimant's statement of claim breaching the contract entered into with the Claimant, as he actually brought the media filter and hold with him because he asked for variation.

In further response to the Claimant's statement of claim paragraph 20, the Claimant sought to pay for another contractor, despite the fact that they were still discussing variation. The sum which the Claimant claimed expended to finish a job which is 90% completed that requires fixing of filter and testing with a media filter of just N200,000.00 (Two Hundred Thousand Naira) cannot claim to have spendan addition of N1,980,000.00 (One Million,

Nine Hundred and Eighty Thousand Naira) only and stated that he cannot add anything to the Defendant for variation. That the allegation that the Claimant approached another contractor who demanded for N1,980,000.00 (One Million, Nine Hundred and Eighty Thousand Naira) to complete the work is not true; the job has attained 90% completion, the Defendant only ask for variation of 15% to enable the cost of unforeseen distortion of the Defendant's work plan due to the Defendant instruction, which is far less than the amount he claimed he was charged from the Contractor. The Claimant is not entitled to the reliefs sought in the statement of claim, and the cause of the Claimant is baseless, gold-digging, disclose un-reasonable cause of action against the Defendant and should be dismissed with substantial cost.

Parties closed their respective cases to pave way for filing and adoption of written addresses.

Learned counsel for the Defendant formulated issues for determination in his written address to wit;

1. ***Whether having regards to the evidence adduced at the trial of this suit, the Plaintiff has failed to establish and prove by credible evidence, the breach of contract between the parties against the Defendant.***
2. ***Whether the Defendant had finished the contract up to 90% which signify the finishing level in accordance to the terms of disbursement executed between the Plaintiff and the Defendant.***
3. ***Whether the Defendant having completed 90% of the contract required an Order of specific***

performance to complete the contract when the Plaintiff finished external work on the site.

4. ***Whether or not the Plaintiff agreed to the suggestion made by the Defendant to stop the Swimming Pool work because of the ongoing external work.***

5. ***Whether or not the Defendant resumed to site after the completion of the external work.***

On issue one, learned counsel submits that the Claimant has not, in the light of the evidence adduced at the trial of this suit, proved or establish breach of contract. It is well settled case that to successfully prove breach of contract, the party in breach must have acted contrary to the terms of the contract.

PAN BISBILDER (NIG) LTD. VS. FBN LTD. (2000) LPELR – 2900 (SC) was cited.

Counsel further submits that the Defendant did not act contrary to the terms of contract between him and the Plaintiff having completed the contract up to 90% in accordance with terms of disbursement between parties. During cross-examination of PW2, he admitted to knowing that the contract has attained 90% completion. It is the position of the law that fact admitted need no further prove.

UMEH VS. EJIKE (2013) LPELR 23506 (CA) was cited.

On issue two, Learned counsel submits that the Defendant having received 95% contract sum and having performed 90% of the contract, the Plaintiff cannot be said to have engaged another Contractor in

person of PW3 (Bashir Asibuga) and expended about 45% of the contract sum to complete a job that was 10% to be completed. Since PW1 (Hassan Kuliya) admitted in his evidence that contract sum paid to the Defendant was in accordance with term of disbursement; that is the Defendant was paid 95% of the contract sum which signifies the finishing level of the Swimming Pool before the distortion which made the Defendant and his workers to shop work and returned to Abuja.

On issue three, learned counsel submits that it is trite law that when a party to a contract had fulfilled the terms of the contract to a reasonable extent and could not complete same one of the remedies left for the other party is that of specific performance. The Plaintiff knowing fully well that the contract had been done up to 90% by the Defendant could have

sought an Order for the specific performance of the 10% left to be done.

OKE VS. SULE & ANOR (2018) LPELR – 46658 (CA) and ***OSEVWERHA VS OWHOFASA (2020) LPELR – 52668 (CA)*** were cited.

On issue four, learned counsel submits that Defendant stated in paragraph 4 of his statement on oath facts that led to why he together with his workers stopped working on site to complete the 10% of job left to be done. Making reference to the witness written statement of DW1 (OmokoredeLanre) dated 17th October, 2017, coupled with the evidence adduced by the Defendant before the Court.

In paragraph 4 of the PW2 (Engr. SaniIsah) witness statement on oath dated 14th November, 2019 the

witness attested to same fact that a suggestion was made to him. It is trite law that a court of competent jurisdiction cannot base its decision on conjecture. ***OBASI BROTHERS MERCHANT CO. LTD. VS. MERCHANT BANK OF AFRICA SECURITIES LTD. (2005) 2 SC. (Pt. 1) P. 51*** was cited.

On issue five, learned counsel submits that according to Exhibit 'B1' (Proposal/terms of disbursement) there is a stipulated time of 24 days within which the contract was to be completed however based on the distortion at the site which led the Defendant to move his staff from Kaduna State, the location of the contract back to Abuja where the Defendant business is based,the Defendant work was elongated than necessary for a period of 8 months during this period he transported his staff with their working equipment back to Abuja. It was as a result

of the extended period the Defendant made a request for a 15% variation which the Plaintiff declined and the Defendant could not mobilize himself and his staff back to the Kaduna State to complete the 10% of the contract left to be done.

From the totality of the facts, evidence and argument copiously canvassed, learned counsel prayed the court to dismiss the Plaintiff claim in its entirety for being speculative, frivolous, vexatious, baseless and unmeritorious in the interest of justice.

Upon service, the Claimant filed written address wherein three issues were formulated for determination to wit;

1. ***Whether the Defendant is in breach of the contract agreement as entered by parties, when he failed to complete and commission the***

construction, supply and installation of the Swimming Pool and its equipment despite having collected 95% to the contract sum.

2. ***Whether the Defendant is in breach of the contract Agreement between him and the Claimant when he failed to supply the filter media paid for by the Claimant.***

3. ***Whether from the totality of evidence adduced in this case, the Claimant is entitled to the specific and general damages sought for.***

On issue one and two, learned counsel submits that from the evidence adduced in this suit, the Defendant has grossly breached the contract agreement entered into between the parties for the completion and commissioning of the construction, supply and installation of Swimming Pool and its

equipment despite having collected 95% of the contract sum. It is trite that parties to an agreement or contract are bound by the terms and conditions of the contract they entered into and the primary duty of Court is restricted to interpretation and enforcement of the terms of the contract as agreed by the parties thereto. So argued Claimant's Counsel.

LINTON IND. TRADING CO. (NIG) LTD. VS.CBN (2015) 4 NWLR (Pt. 1448) Page 94 at 98 CA. and ***JUKOK INT'L LTD. VS. DIAMOND BANK PLC. (2016) 6 NWLR (Pt. 1507) Page 55 at Page 108 Paragraph G.*** were cited.

The Defendant in his evidence and according to his argument in his final written address agreed that he is yet to deliver the filter media since 10th October,

2018 and alleged to have performed 90% of the contract after collecting 95% sum of the contract sum. It is trite that where a party admits a fact in issue, such fact in issue does not require any proof again. This Court does not require proof of fact already admitted and further dispute in such fact should not be entertained since admission is the strongest and highest proof of the fact in issue.

ALHASSAN VS. ISHAKU (2016) 10 NWLR (Pt. 1520) Page 230 at Page 299 Paragraphs B – C SC. was cited.

Defendant alleged that the Claimant asked him to stop work. No evidence was led by the Defendant as to how, when, where and persons who were around when such directive was given. Civil suits are determined on preponderance of evidence and

balance of probability. He who asserts must prove in order to succeed in his claim.

ISEOGBEKUN VS. ADELAKUN (2013)10 NWLR (Pt. 1363) Page 423 was cited.

Learned counsel further submits that the onus is on the Defendant to prove the above claim after painstakingly parting away with 95% of the contract sum. This onus the Defendant woefully failed to discharge. A person seeking to enforce his right under a contractual agreement must show that he has fulfilled all the conditions precedent and that he has performed all those terms which ought to have been performed by him.

BFI GROUP CORP VS. B.P.E (2012) 18 NWLR (Pt. 1332) Page 209 (SC) was cited.

On issue three, learned counsel submits that it has been established from the totality of the evidence adduced and from the admission of the Defendant both in his evidence and in his final written address that the Defendant failed to fully perform his own obligation. The Claimant through the evidence of PW1 and PW3 established the fact that the failure of the Defendant to fully perform his own obligation of the contract has caused the Claimant severe damages. ***DAUDA VS. LAGOS BUILDING INVESTMENT COMPANY LTD. & ORS (2010) LPELR 4024 (CA)*** was cited.

Learned counsel further submits that the Defendant in issue three of his final written address admits that he is in breach of the contract between the parties. He also argues that the relief the Claimant should be asking the Honourable Court is for specific

performance and not for damages. It is trite that specific performance is an equitable remedy available to a claim where monetary damages cannot compensate the aggrieved party. In the instant suit, specific performance would have been the appropriate relief if the Swimming Pool is yet to be completed.

Learned counsel therefore submit that the Defendant having admitted that he is in breach of the parties' contract and his part of the obligation having been performed by another Contractor, that the appropriate order for the court to make is for damages.

Learned counsel urged the Honourable Court to grant all the reliefs sought by the Claimant in the interest of justice.

COURT:-

The law on the primary function of contract is most elementary for all intent and purposes.

Indeed, the function of contract is governed by the making of an offer by the offeror, and the corresponding acceptance constitutes an agreement if the two parties are ad-idem.

I shall attempt to consider the basic elements that ought to be in place for there to be a valid and enforceable contract in law.

It is settled that offer, acceptance, consideration, mutuality of purpose and intention must be present for there to be a valid contract.

JOHNSON WAX (NIG.) LTD. VS.SANNI (2010) 2 NWLR (Pt. 235) SC.

An offer is a definite indication by one person to another that he is willing to conclude a contract on the terms purposed which when accepted, will create a binding legal obligation, the offer may be oral, written or even implied from the conduct of the offeror. The offeree has the option of outright rejection of the offer.

AMANA SUITES HOTELS LTD. PDP (2007) 6 NWLR (Pt. 1031) 453 at 476 Paragraph F – H.

Acceptance may be demonstrated by conduct of parties; by words or by documents that have passed.

It is the element of acceptance that underscores the bilateral nature of a contract.

It is instructive to note, that the reliefs 1 and 2 claimed by the Plaintiffs are declaratory in nature.

Where the Court is called upon to make a declaration of 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 fulcrum of the Plaintiff's claims from the totality of evidence led before this Court is hinged on the alleged non-completion, non-commissioning of the construction, supply and installation of swimming pool and its equipment despite having collected 95 % of the contract sum. The Defendant thereafter defaulted in the execution of the contract completely. Instead, the Defendant sought for upward variation of 15% on the contract sum claiming that it is the cost of distortion or movement of staff to and fro the site in Kaduna State from Abuja. It is also the evidence of the Plaintiff's

witness that he was given the sum of N100,000.00 (One Hundred Thousand Naira) by the Plaintiff/ Claimant to give the Defendant, with the condition that the Defendantshould write an undertaking to finish the project commissioning by the Saturday of that week. When asked to write said undertaking, the Defendant refused, and boasted that he has done millions of naira projects for the military and they did not ask him to write undertaking. The Defendant collected the money and promised to do the final commissioning on that Saturday but failed to return to the site after collecting the money. PW3 also in the evidence of the Plaintiff stated that he was the one who completed the swimming pool project and commissioned it. That sometime in 2018, the Claimant invited him (PW3) to come and complete his Swimming Pool job at UnguwarRimi, Kaduna

State, and he (PW3) gave him a list of materials and the cost of labour which amounted to N1,980,000,000.00. That the Claimant bought the materials for the Swimming Pool completion and paid PW3 for the cost of labour. That PW3 was the one that completed the Swimming Pool project and commissioned it.

On his part, the Defendant is of the view; that is their defence, that the Plaintiff/Claimant is not entitled to the reliefs sought in the statement of claim because the cause of the Claimant is baseless. It is the evidence of the Defendant that he actually bought the filter media waiting for variation approval from the Claimant to Commission the pool. That it was the instruction of the Claimant that actually affected the completion of the job. The Defendant demanded for variation because the contract extended beyond

the completion of the contract; to the fault of the Claimant. That the Claimant sought to pay for another Contractor, despite the fact that they were still discussing variation. The sum which the Claimant claimed expended to finish a job which is 90% completed that requires fixing of filter and testing with a media filter of just N200,000.00, cannot claim to have spent an addition of N1,980,000.00 (One Million, Nine Hundred and Eighty Thousand Naira) only, and stated that he cannot add anything to the Defendant for variation.

From the evidence before this Court, it is crystal clear that both Plaintiff/Claimant and Defendant had an understanding which contractually speaking has been consummated then subsequently went sour. This can easily be deduced from Exhibit “1”.

Making reference to Exhibit “3”, and argument of the Defendant that it was the Plaintiff that instructed him to “hold on and stop work on the pool because of the ongoing external works of the main building which is bound to damage the remaining aspect of the pool work if completed at that time. That the instruction from your client lasted till around October, 2018 and necessitated movement of our client and his staff to and fro the site in Kaduna, from Abuja, consequently our client had asked for variation of 15% of the contract sum from your client to enable him take care of the cost of unforeseen distortion of his work plan due to the instruction from him which was reasonable at the time..”. It is pertinent to observe that no evidence has been led before this Court to prove said

allegation. No evidence as to location, time and witnesses to this particular agreement.

It is trite that he who asserts is saddled with the responsibility of proving his assertion in order to succeed in his claim. Civil suits are determined on preponderance of evidence and balance of probability. Section 131 (1) Evidence Act, 2011.

ISEOGBEKUN VS.ADELAKUN (2013) 10 NWLR (Pt. 1363) Page 423.

Having reproduced the significant part of the Defendant's statement in support of his defence as to the reason for discharging 90% of the contractual obligation, he has failed woefully in shifting the burden placed on him by the law. The Defendant may have been acting on instruction from the

Plaintiff, but it is not part of the evidence before this Court making it inconsequential.

The Plaintiff has been able to prove the fact that Defendant failed to complete contract as agreed, i.e for installing and commissioning swimming pool equipment as per Exhibits “2” and “3”.

Indeed, documents tendered before a trial court are certainly meant for scrutiny by the Court. A 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 or act on it.

MOHAMMED VS. ABDULKADIR (2007) Vol. 43, 58 at 104, Line 20 – 30.

The case of the Plaintiff and Defendants is predicated upon all the exhibits tendered before this Court.

Where there is disagreement arising from the contractual terms entered into by parties, the only reliable evidence and legal source of information to resolve the claim is the written contract executed by parties. In the instant case, it is "quotation for swimming pool finishes/supply and Installation of pool equipment" date the 5th of February, 2018.

It is important to note that nowhere in the contractual agreement did the Defendant make provision for variation of 15% on the contract sum for any reason whatsoever. Therefore, the Court cannot speculate it to be a valid or existing part of the mutual agreement… Courts do not speculate.

I am in no difficulty arriving at the decision that the Defendant's refusal to complete the contract as per all the exhibits amounts to breach of contract.

In law, a breach of contract is committed when a party to a contract, without lawful excuse fails, neglects or refuses to perform an obligation he undertook in the contract or either performs the obligation defectively or incapacitates himself from performing the contract or by wrongfully repudiating the contract.

See ***KENTAS NIG. LTD. VS.FAB ANIEH NIG. LTD. (2007) ALL FWLR (Pt. 384) 320 at 342 Paras B – C CA;***

OBAJIMI VS.ADEDIJI (2008) 3 NWLR (Pt. 1073) 1 at Pp. 16 – 17 Paras H – B.

Having established the fact that there was a valid contract between Claimant and Defendant; that the said contract has been breached, Claimant naturally in law would have been entitled to restitution in damages…

The general rule for measuring damages for breach of contract was established by the case of ***HADLEY VS. BAXENDALE (1854)9 exch. 341,*** which is that a party in breach is liable in damages in the amount which flows directly and naturally from his failure to keep his own part of the contract or bargain provided that such damage could reasonably have been within the contemplation of the parties at the time when the contract was made.

See ***BALOGUN VS. NATIONAL BANK OF NIGERIA LTD. (1978) ALL N.L.R 63.***

ECOBANK NIG. PLC. VS. EKPELIKPE (2013) LPELR 20327 (CA).

Damages can be general or specific. General damages is the kind of damages which the law presume to be the consequence of the act complained of and unlike special damages, a Claimant for general damages does not need to specifically plead and specially prove it by evidence. It is sufficient if the facts thereof are generally averred.

EFCC VS.ALH.BABA INUWA & ANOR (CA).

The damages are special in view of the fact that they are discernible and quantifiable and which does not rest on a puerile conception or notion.

It is this Court's honest assessment of the situation and facts in this case, that, the Plaintiff is entitled to

general damages in the amount of N1,000,000.00 (One Million Naira) only.

On relief regarding refund for the filter already paid for by the Claimant and yet to be delivered by the Defendant, this arm of relief is within the competence of this Court. Consequently, it is hereby granted.

In summation, Judgment is hereby entered for the Plaintiff against the Defendant as follows:-

1. A Declaration that the Defendant was in breach of his contract with the Plaintiff when he failed to complete the construction and installation of the Swimming Pool despite having collected 95% of the contract sum is hereby granted.

2. A Declaration that the Defendant was in breach of his contract with the Plaintiff when he failed

to supply the filter media within 4 days from the date of payment for same is hereby granted.

3. The sum of N1,000,000.00 (One Million Naira) is hereby awarded as general damages.

4. A Mandatory Order of this Honourable Court compelling the Defendant to pay the Plaintiff N200,000.00 (Two Hundred Thousand Naira) as refund for the filter already paid for by the Claimant and yet to be delivered by the Defendant.

5. The sum of N250,000.00 (Two Hundred and Fifty Thousand Naira) is hereby awarded as the cost of this Suit.

Justice Y. Halilu
Hon. Judge
15th December, 2021

APPEARANCES

Kingsley A., Esq. holding the brief of **O.P Odia, Esq.** – for the Plaintiff.

Ibrahim A. Jibril, Esq. – for the Defendant.