

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT KUJE, ABUJA**

**BEFORE HIS LORDSHIP: HON. JUSTICE MUHAMMAD S. IDRIS**

**COURT:28**

**DATE: 27<sup>TH</sup> OCTOBER. 2021**

**FCT/HC/CV/784/21**

**BETWEEN:**

**AGRECOURSE INTEGRATED SERVICES----- CLAIMANT**

**AND**

**1. ENAHORO ALELE SUNNY**

**2. ISEERE ALELE SUNNY**

**(TRADING UNDER THE NAME AND STYLE  
OF ISOMEN FARMS)**

**DEFENDANTS**

**JUDGMENT**

This writ is brought under the undefended list with No FCT/CV/784/2021 dated and filed on the 15<sup>th</sup> March,2021. The Claimant claim against the Defendant as follows:-

1. An order compelling the Defendants to immediately pay over to the Claimant the sum of ₦21,832,320 (Twenty One Million Eight Hundred and Thirty Two Thousand, Three Hundred and Twenty Naira) being the total sum due, outstanding and owed by the Defendants to the Claimant.

2. Interest on the said of ₦ 21,832,230 (Twenty One Million Eight Hundred and Thirty Two Thousand, Three Hundred and Twenty Naira) at the rate of 15% (Fifteen percent) per annum from the date of judgment till the judgment is satisfied.

Attached to this writ is an affidavit in support and 5 exhibits. The affidavit in support was deposed to be one Ayoola Oluga the Chief Executive officer of the Claimant.

The Claimant entered into a fishery value chain contracting agreement dated 24<sup>th</sup> March, 2019 with the Defendant wherein the Claimant engaged the Defendants to provide fishery value chain services while the Claimant provides the total cost of imports and insurance. In consideration the defendant agreed to pay the Claimant the sum of ₦ 8,208,000. Upon the sale of 20,000.00 fishes. The duration of each cycle was 5 months.

Subsequently, the parties entered into a second agreement of fishery value chain dated 16<sup>th</sup> April, 2019 where the Defendants were to pay the Claimant ₦4,104, 075. For the sale of 10,000.00 fish the duration of each cycle was 5 months thereafter the parties entered into the 3<sup>rd</sup> agreement whereby Defendant were to pay the Claimant an additional sum of ₦ 16,416,000 for the sale of 40,000.00 fishes the duration of each cycle was also 5 months.

In violation of the express term of the three agreement the Defendant have failed to pay the Claimant the sum as agreed by the parties. The Defendant have repaid the sum of ₦ 6,300,000.00 leaving an outstanding debt of ₦ 21,832,320.00 as at 16<sup>th</sup> February, 2021 excluding the interest which has continued to accrued on the debt. That the Claimant was constrained to terminate the agreement with the Defendants by a letter dated 8<sup>th</sup> December,2020. That the Claimant solicitor by a letter dated 8<sup>th</sup> February, 2021 wrote to the Defendant requesting them to pay the outstanding debt of ₦ 21,832,320.00 owed to the Claimant within 7 days.

The Defendant by a notice of intention to defend filed their Counter affidavit deposed to by Enahoro Alele Sunny. The 1<sup>st</sup> Defendants on behalf of the Defendants dated 29<sup>th</sup> July, 2021 wherein he averred that the Defendant submitted to a fishery value chain transaction with the Claimant sometimes in March, 2019, April, 2019 and June, 2019 with each transaction running into 5 months cycle.

That the 1<sup>st</sup> cycle were 20,000.00 in fingerlings which the Defendants discover after 3 months that the said fingerling. Were very low pedigree that despite the fall in price, Defendant linked

up with off – takers who purchased same at a force sale value and money remitted to the Claimant.

The 2<sup>nd</sup> cycle were 10,000.00 fingerlings which were purchased by a consultant with ADP. That the fingerlings were dead on arrival from Lagos due to stress. That mortality rate of the fingerlings were not the fault of the Defendant.

That the 3<sup>rd</sup> cycle of fish transaction was for 40,000.00 fingerlings which the Claimant paid a 3<sup>rd</sup> party to supply.

That the purchase were made from two different vendors.

That only 10,000.00 fingerlings were given to the Defendants instead of 20,000.00 that the Claimant has the responsibility to reconcile the records with supplies.

That Defendants have remitted ₦ 11,350,600 to the Claimant from which their 40% profit has not been remitted by the Claimant.

That is breach of the contractual term the Claimants refused to disclose to the Defendants the insurance cover provided over the fish chain.

That the Defendants are not indebted to the claimant that the Defendants were concerned in signing all the three agreements despite not removing the clause complained of which states that

the sharing of profit at 60% - 40% with the Claimant whilst bearing the loss 100%.

Attached to the counter affidavit are exhibits. Having reproduced the position of both Counsel aforesaid reasonably, it is necessary to note that both parties in this suit agreed that they got into a contract of fishing value chain with contract agreement binding the parties see paragraphs 5,7 and 8 of Claimant affidavit in support and paragraphs 6 A, B,C of the Defendants counter affidavit .

The said agreement, which are marked as exhibits 1,2 and 3 have a clause therein titled Governing Law and dispute resolution which reads:-

“This agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria. Any dispute or controversy arising out of this agreement shall be determined by arbitration upon the initiation of either party or which shall be in accordance with the arbitration and Conciliation Act Cap A 18 LFN 2004. It is to be noted that before a Court of law can decline jurisdiction on the basis of an arbitration clause the law requires that such a clause must be mandatory precise and unequivocal see ***NEUPAL PROPERTTARY LTD VS UNIC INSURANCE PLC (2015) LPELR L/O***

**989 CA.**

The arbitration clause were embedded in a documents which constitute an agreement of such parties concerned that if any dispute occurs with regards to the obligation which the parties have undertaken to each other such dispute should be settled by a body or tribunal of their own constitution and clause see **ROYAL EXCHANGE ASSU VS BENTORT FIW—NIG LTD (1876) 11 SC (REP---) 98 WILLIAMS VS WILLAIMS & 2OR (2014) LPELR 22642 (CA)**

In the present case, the arbitration clause in the three agreement which have been admitted by both parties in their affidavit contain the word "shall" it is trite that where the word used are clear and unambiguous the Courts only legitimate duty is to give their ordinary and plain meaning and construe them without any glosses or interpretation see **KALU V ODIH (1992) 5 NWLR (pt 240) 130 Q 193-194 ENANG VS UMOH & ORS 92012) LPELR 8386 CA.**

The said arbitration clause and agreements are binding on the parties. Apart from the above judicial authorities regarding the issue of arbitration which are contained in the agreement. It should be noted that having gone through the two affidavit filed in this case and more importantly I discover that this case ought

to have been transferred to the general cause list. So that full trial can be concluded. However in view of the clause contain in the agreement that the matter be referred to arbitration I deem it just to hold so. I therefore order that this case between the claimant and the Defendant be referred to arbitration this is in line with the arbitration and conciliation Act Cap A 18 Laws of the Federal Republic of Nigeria and 2004

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**HON. JUSTICE M.S IDRIS**  
**(PRESIDING JUDGE)**  
**27/10/2021**