IN THE HIGH COURT OF JUSTICE OF THE F.C.T.
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT APO, ABUJA
ON THURSDAY, THE 24TH DAY OF FEBRUARY 2022
BEFORE HIS LORDSHIP: HON. JUSTICE ABUBAKAR HUSSAINI MUSA
JUDGE

SUIT NO.: FCT/CV/644/2021

BETWEEN:

CHIBUZOR OBIAJUNWA ESQ
(Trading under the name and style,
House of Law Attorney) — **CLAIMANT**

AND

1. **MBA TRADING AND CAPITAL INVESTMENT LTD**
2. **MR MAXWELL WELI CHIZI ODUM**
   (Trading under the name and style,
   Men in Business Thrift and Credit Cooperative Ltd)
3. **DR GLORIA CHINDA**
4. **UWECHI UCHENNA**
5. **PATIENCE DANIEL**
6. **EMMANUEL WEALTHY**
7. **IBE NKECHI MARTHA**
8. **MRS VODINA WEST**

— **DEFENDANTS**

JUDGMENT

By Originating Summons dated the 02nd of March 2021 and filed on the 04th of March 2021, the Claimant instituted this action seeking the determination of the following questions:

1) *Whether the failure and refusal of the Defendants to pay the Claimant the Return on Investments (ROI) as contracted by the parties under the Investment Contract dated 11th day of August 2020 does not amount to a breach of the contract between the parties.*

2) *Whether the action of the Defendants the subject matter of the suit does not amount to Deceit and conversion of the Return on Investments (ROI) due to the Claimant from them since November 2020.*
3) *Whether the Claimant is not in view of the action of the Defendants the subject of this suit entitled to specific performance by them vide payment of the requisite Return on Investments (ROI) in line with the Investment Contract dated 11th day of August 2020 entered by the parties.*
4) *Whether the Claimant is not in view of the actions of the Defendants the subject of this suit entitled to a refund of his Capital by them in line with the Investment Contract dated 11th day of August 2020 entered into by the parties.*
5) *Whether the Claimant is not in view of the action of the Defendants the subject of this suit entitled to general damages against them.*
6) *Whether the Claimant is not in view of the action of the Defendants the subject of this suit entitled to cost of litigation against them.*

Upon a determination of the above questions, the Claimant seeks the following reliefs from this Honorable Court:-

1) *A Declaration of the Court that the failure and refusal of the Defendants to pay the Claimant the Return on Investments (ROI) as contracted by the parties under the Investment contract dated the 11th day of August 2020 amounts to breach of the contract between the parties.*
2) *A Declaration of the Court that the action of the Defendants the subject matter of the suit amount to deceit and conversion of the Return on Investments (ROI) due the claimants from them since November 2020.*
3) *An Order of specific performance upon the Defendants to pay to the Claimant the sum of ₦500,000.00 being the sum total of Return on Investment (ROI) the claimant is entitled to in line with the investment contract dated the 11th day of August 2020 entered into by the parties in August 2020.*

4) *An Order of Specific Performance upon the Defendants to pay the claimant a refund of his capital being the sum of ₦500,000.00 in line with the six-month investment contract entered into by the parties in August 2020.*
5) *An Order upon the Defendants to pay general and exemplary damages of the sum of ₦10,000,000.00 to the Claimant for breach of contract, conversion and deceit.*
6) *An Order upon the Defendants to pay the Claimant the sum of ₦500,000.00 being the cost of litigation.*

The Originating Summons is supported by a 45-paragraph Affidavit deposed to by the Claimant himself, with seven exhibits attached and a written address. The facts upon which the Claimant seeks answers to the questions he raised are these: That the 1st Defendant, a company registered with the Corporate Affairs Commission, represented itself as a foreign exchange (forex) trader and trading institute, engaged in the business of foreign exchange trading and running of forex opportunities offered by the industry. That the 2nd Defendant in his personal capacity as the Chairman and Chief Executive Officer of the 1st Defendant and represents himself as a forex expert. He was also in charge of the day to day running of the 1st Defendant in his said personal capacity and all actions were carried out in his said personal capacity until he subsequently introduced his enterprise named 'Men in Business Thrift and Credit Cooperative Ltd' to investors after his action that form the subject matter of this suit.

The Claimant further averred that the 3rd to the 8th Defendants are the Managing Director, Deputy Managing Director, Administrative Manager, Head of Finance, Branch Manager, and Director, Branding and Tourism, of the 1st Defendant.

It was the case of the Claimant that the 1st and 2nd Defendants represented themselves as veritable foreign exchange (forex) traders with capacity to give returns on investment made with them from profits accruing from foreign exchange trading and also as a veritable forex trading institute. He added that at a MBA Forex Financial Investors Summit in the year 2019, the 1st to the 8th Defendants, in

partnership with AFX Group UK and Fintec Global Markets in Lagos, a Mr Ahmed Suleiman, a Deputy Director of an Anti-Corruption Transparency and Monitoring Unit in the Presidential Villa, State House Aso Rock Abuja FCT, announced that the 1st Defendant has been cleared by the Economic and Financial Crimes Commission (EFCC) as being a genuine and dependable trading outfit with which the public was at liberty to do business with without entertaining any fear, as same was a corporate forex trading outfit and not a Ponzi scheme. At another press conference held by the 1st, 2nd and 8th Defendants to unveil a marketing initiative of the said set of Defendants in Lagos, the 2nd Defendant represented that the 1st Defendant has been registered and certified by the Central Bank of Nigeria (CBN), the Securities and Exchange Commission (SEC) and the Corporate Affairs Commission (CAC).

Convinced by the representation of the said Defendants, the Claimant averred that he entered into an investment contract with the 1st and 2nd Defendants by which he invested the sum of ₦500,000.00 (Five hundred thousand Naira) under the Defendants' huge saver package, in which the Claimant was entitled to Return on Investments payment of two quarterly payments of 50% being ₦250,000.00 (Two Hundred and Fifty Thousand Naira) in November 2020 and February 2021 and a refund of the capital within the same month of February 2021. The Claimant made a payment of ₦500,000.00 (Five Hundred Thousand) in August 2020 with the 3rd Defendant to an account number which the 1st and 2nd Defendants provided. The said contract, according to the Claimant, was entered into at the Abuja office of the Defendants within the jurisdiction of this court.

The Claimant swore that when it was time for the Claimant to receive his scheduled first and second Return on Investments of ₦250,000.00, the Defendants defaulted and sent an email notifying the Claimant that all outstanding payments would be paid. Neither the Return on Investment nor the capital investment of ₦500,000.00 was paid to the Claimant since February 2021 when the payments became due. Further to this, the Claimant asserts that the office of the Defendants has been closed. He also added that the Claimant got information that the Defendants had

emptied all known accounts of the 1st and 2nd Defendants and had moved them to lesser known accounts some of which belonged to the 3rd to 7th Defendants. The conduct of the Defendants, the Claimant further stated, has caused him intense hardship and embarrassment in the process.

In his Written Address in support of the Originating Summons, Learned Counsel formulated these issues for the Court to determine:

1) Whether the failure and refusal of the Defendants to pay the Claimant the Return on Investments (ROI) as contracted by the parties under the investment contract dated the 11th of August 2020, does not amount to a breach of the Contract between the parties.
2) Whether the action of the Defendants the subject matter of this suit do not amount to deceit and conversion of the Return on Investments due to the Claimant from the Defendants since November 2020.
3) Whether the Claimant is not in view of the actions of the Defendants the subject of this suit entitled to Specific Performance by the Defendants *vide* payment of the requisite Return on investments and a refund of his capital in line with the investment contract dated the 11th day of August 2020 entered into by the parties.
4) Whether the Claimant is not in view of the actions of the Defendants the subject of this suit entitled to general and exemplary Damages against them.
5) Whether the Claimant is not in view of the action of the Defendants the subject of this suit entitled to cost of litigation against them.

In Counsel's argument on the first issue, he submitted that it is a settled law that parties are bound by the terms and conditions contained in contracts they freely entered into. He pointed out that in matters concerning contracts the duty of the Court is to strictly interpret the terms of the agreement on its clear terms and that from the clear terms of the contract and the facts of this case, it could be seen that the Claimant has performed his own part of the agreement while the 1st Defendant by itself and through its principal officers have clearly failed and refused to discharge

their own part as borne out by the contents of the agreement. It was the contention of learned Counsel that the conduct of the set of 1st Defendant in this regard amounted to an egregious and mischievous breach of the contract by the Defendants. Counsel relied on these cases to support his argument on the first issue: ***Antonio Oil Co. Ltd v. Access Bank (2020) 17 NWLR (Pt 1752)99 at 119 para B; OVH Energy Ltd v. Mangal (2020) 16 NWLR (Pt 1750) 280 at 295 paras B-D; Cannitec International v. Soleh Boneh (2017) 10 NWLR (Pt 1572) 66 at 79 paras C-D;*** *and* ***A. I. Investment Ltd v Afribank (2013) 9 NWLR (Pt 1359) 380 @ 409, paras A-C.***

On Issue Two, Learned Counsel argued that the facts of the matter clearly disclosed that the 1st Defendant by itself and through the 2nd and 3rd Defendants convincingly represented itself as a veritable forex trader with the capacity to give returns on investments. According to learned Counsel, their conduct as disclosed established that they intended to hold on to the Claimant's return on investments. He further argued that their false representation conclusively established the torts of deceit and all its ingredients. Counsel relied on these cases to support his argument: ***Sule v. Aromire (1951) 20 NLR 202; Ihenacho v. Uzochukwu (1997) 2 NWLR (Pt 487) 257;*** *and* ***Armory v. Delamirie (1722) 93 ER 664***.

On the third issue, Learned Counsel argued that parties are bound by the terms and conditions contained in the contract they freely entered into. Given the background facts of this matter, the Claimant further argued that he is entitled to the protection of the Court *vide* an order upon the Defendants to perform their own side of the contract they freely entered into with the Claimants for which he has furnished consideration in line with the terms of the contract. Counsel relied on the case of ***Antonio Oil Co Ltd v Access Bank (2020) Supra***.

On the fourth issue, Learned Counsel argued that the facts of the matter as disclosed by the Affidavit in support of the Originating Summons are supported by several documents and that this is in tandem with the position of the law which regards documentary evidence as the most reliable if not the best evidence. He

submitted that the evidence placed before the court is conclusive and points to a definite result. Counsel relied on the following cases in support of his argument on the fourth issue: Counsel cited and relied on the following cases: ***Alhaji Isiyaku Yakubu Ltd v. Teru (2020) 16 NWLR (Pt 1751) 505 at 536 para A; Adams v. A.G Lagos State (2020) 17 NWLR (Pt 1753) 281 at 300-301 paras A-B; Emeka v. Chuba-Ikpeazu (2017) 15 NWLR (Pt 1589) 345; CBN v. Beckiti Const Ltd (2011) 5 NWLR (Pt 1240) 240 paras C-D and paras F-G; Arisons Trading v. Mil Gov Ogun State (2009) Vol 6 (Pt 2) MJSC 105; Mobil Oil v. Akinfosile (1969) 1 NMLR 217; National Maritime Authority v. Marine Management Associates Inc (2010) 4 NWLR (Pt 1185) 613 at 650 paras D-E; DHL v. Eze-Uzoamaka (2020) 16 NWLR (Pt 1751) 445 at 498-9 paras G-B; British airways v. Atoyebi (2014) 13 NWLR (Pt 1424) 253; Edun v. Lacoed (1998) 13 NWLR (Pt 580) 58 at 62 para G; Olumesan v. Ogundepo (1996) 2 & 3 KLR (Pt 38 and 39),315 at 326 paras E-F; First Bank v. Onukwugha (2008) 16 NWLR (PT 950) 120 at 154 paras A-D; Onagoruwa v. IGP (1991) 5 NWLR (Pt 193) 593 at 647-8 paras F-A***.

Finally, on the fifth issue Learned Counsel argued that it is settled law that in considering cost, the courts follow the principle that cost follows events. He added that this Court is empowered by the rules of this Court to award cost at any stage of a matter and that the fact that the Claimant was constrained to bring this avoidable case with attendant litigation cost in finance, time and labor lends further weight to this position of the Claimant. Counsel relied on the case of ***Akuma v. Abia State Govt (2020) 1 NWLR (Pt 1704) 170 at 204 paras C-D*** to support his argument.

The above is the case of the Claimant before this Honourable Court. The Defendants in this matter did not file any process in response to or in opposition to the application. They neither entered appearance nor cause appearance to be entered for them. This is despite the service on them of the originating processes and hearing notices. The law is clear that the duty of the Court is to ensure that all processes required to bring the defendant to court have been complied with; it is not for the Court to compel the defendants to attend to their matter. A party who fails to

utilize the opportunity afforded him by the Court cannot be heard to complain that he has been shut out by the Court.

This Judgement is therefore based on the unchallenged affidavit evidence of the Claimant and the supporting annexures. The position of the law is that the Court must act on the unchallenged and uncontroverted facts as long as it is minimally credible. In the case of ***Akin Adejumo & 2ors v Ajani Yusuf Ayantegbe (1989) 6 SC 61 at page 89 or (1989) 3 NWLR (Pt 110) 417 at page 424 or 435, 417 at page 424 or 435,*** the Supreme Court per Nnaemeka Agu JSC held that:

> **"*Any evidence not challenged or contradicted ought to be accepted as there is nothing on the other side of the balance*."**

But such unchallenged affidavit evidence however, must be cogent and compelling before the court can act on it. In the case of ***Ogeojeofo v Ogeojeofo (2006) LPELR-2308 (SC)***, the apex Court held that:

> **"*It is also the law that the unchallenged and uncontroverted facts deemed admitted in the affidavit must be capable of proving and supporting the case of the appellant as the applicant. In other words the evidence contained in the unchallenged affidavit must be cogent and strong enough to sustain the case of the applicant*."**

With this principle in mind, I return to the Amended Originating Summons of the Claimant along with its supporting processes and exhibits to determine if the Claimant has furnished this Honorable Court with the relevant material particulars, as to be entitled to the Judgment of the Court. Having given serious consideration to the issues formulated by the Claimant in this application, it is my considered view that this application can be disposed of one way or the other upon the determination of the following issue which this court has formulated:

> **"*Whether pursuant to the terms of the contract of Investment between the Claimant and the 1st Defendant, the 1st Defendant and the 2nd to the***

8th Defendants are not jointly and severally liable to the Claimant for breach of the said Contract of Investment?"

In resolving this issue, the Court must highlight the facts and evidence placed before it. It is not in dispute that the Claimant and the 1st Defendant entered into a contract of Investment (attached as **Exhibit HLA2**), whereby the parties agreed that the Claimant was to invest the sum of ₦500,000.00 under the 1st Defendant's Huge Saver Package. The Claimant invested the said sum by making payment to an account number given by the 1st and 2nd Defendants (which is attached as **Exhibit HLA3**). Upon this investment, the Claimant was entitled to return on Investment of two quarterly payments of 50% being 250,000.00 in November 2020 and in February 2021, and a refund of the capital within that same month of February 2021. This shows that the Claimant performed his part of the said contract in line with the terms of offer in the Contract of Investment.

On the day due for receiving the first return on investments, the Defendants reneged on the agreement. The Claimant reached out to the 1st Defendant with regards to the payment of the return on investment, but rather got a text message saying the payment would be paid on the corresponding date and that all the investments were secure and no return on Investments was lost (see **Exhibit HLA4**). On the said corresponding date due for payment, the Claimant was not paid but got an email from the 1st Defendant of the 1st set of Defendants that there was an integration and migration process which resulted in slow payment, delay in return on investments and a promise that all investors would receive their return on Investments before Christmas Day (see attached **Exhibit HLA5**). By the same email the 1st Defendant advised all investors including the Claimant to conduct a verification exercise so as to ensure they received their returns on investments. The Claimant successfully engaged in this exercise and received an identification code which is similar to the investors ID on the investment contract (see attached **Exhibit HLA6**). After all of these exchanges between the Claimant and the 1st Defendant and having made

promises by the Defendants to pay the return on investments, the Defendants failed and refused to hold up their own part of the contract.

At this juncture, it is important we spare some moments to appreciate the concept of contract. In ***Are v. Owoeye* (2014) LPELR-41096 (CA)** the Court of Appeal per Adzira Gana Mshelia, JCA at ***p. 12, paras. D-E*** defined a contract as "***The word contract is defined in Black's Law Dictionary, Seventh Edition as "An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at Law - a binding contract***." There are five important factors that must be present in a valid contract, these are: offer, acceptance, consideration, intention to create legal relationship and capacity to contract. See ***KLM Royal Dutch Airlines v. Idehen (2017) LPELR-43575(CA)* per Yargata Byenchit Nimpar, JCA *AT P. 22, PARAS. A-B*; *International Ltd v. Nigeria Deposit Insurance Corporation (2011) LPELR-781(SC)*** and ***Best (Nig) Ltd v. Blackwood Hodge Nig Ltd & Anor (2011) LPELR-776(SC)*** per John Afolabi Fabiyi , JSC ***p. 22, paras. A-B***.

All the above ingredients are present in the evidence before me. Whenever on an issue, evidence comes from one side and its unchallenged and uncontroverted as in this case, the Court is bound to act on it on the principle that there is nothing to be put on the other side of the balance unless the evidence is of such quality that no reasonable Court or tribunal should have believed. So, when evidence goes one way the onus of proof is discharged on a minimal of proof. See the case of ***Alhaji Abdullai Baba v. Nigerian Civil Aviation Training Center, Zaria (1991) 7 SCNJ 1 Ratio 3.***

Therefore, I believe the evidence of the Claimant is credible and probable. To this end, therefore, I hold that there is a valid contract between the Claimant and the 1st Defendant of the 1st set of Defendants. I also find and hold that the 1st Defendant of the 1st set of Defendants have breached the said contract of investments. In the case of **B.A.L. Co. Ltd v. Landmark University (Pt 1748) 2020 15 NWLR at pg. 498 paras A-C,** the Court of Appeal held that:

> **"*The term breach of contract denotes a violation of a contractual obligation, either by failing to perform one's own promise or by want only interfering with another party's performance of the contract. A breach of contract may be occasioned by non-performance or by repudiation or both. Every breach of contract gives rise to a claim to damages and may give raise to other remedies. Even if the injured party sustains no pecuniary loss or is unable to show such loss with sufficient certainty, he has at least a claim for nominal damages. If a court chooses to ignore a trifling departure, there is no breach, and no claim arises.*"**

Also, in the case of **Nwaolisah v. Nwabufoh (2011) 14 NWLR (Pt 1268) at page 633 para-C.** The Supreme Court held that:

> ***"A breach of contract means that the party in breach has acted contrary to the terms of the contract either by non-performance or by performing the contract not in accordance with its terms or by wrongful repudiation of the contract."***

See also the case of **Oceanic Bank Int'l (Nig.) v. G. Chitex Ind. Ltd (2000) 6 NWLR (Pt 661) 467.**

As to whether the 2nd – 8th Defendants can be held liable for the breach of contract occasioned the Claimant by the 1st Defendant in view of the concept of juristic personality of corporate entities, it must be pointed out that the veil of incorporation of a company can be pierced under certain circumstances in order to reveal the persons, or the directing minds of the company. One of those cases is where there is an allegation of fraud or deceit as in this case. The unchallenged facts disclosed in the supporting affidavit supports the allegation of fraud, deceit and conversion. There is, therefore, the need for this Honourable Court to lift the veil of incorporation to see who constitute the directing mind of the 1st Defendant. Having done that, this Court has no difficulty in finding the 2nd – 8th Defendants jointly liable with the 1st Defendant

of the 1st set of Defendants for breach of contract. See the cases of ***Marina Nominees Ltd v. FBIR (1986) LPELR-1839 (SC); Octopus Investments & Finance Co. Ltd v. Vaswani & Ors (2015) LPELR-25755 (CA); Egbor & Anor v. Ogbelor (2015) LPELR-24902 (CA); Tafida & Anor v. Garba (2013) LPELR-22076 (CA) and M. V. Long Island v. FRN (2018) LPELR-43479 (CA)***.

Having resolved Question 1 in the affirmative when I found that the Defendants are in breach of the contract of investment the Claimant entered with the 1st Defendant with active participation and persuasion of the 2nd – 8th Defendants, I have no hesitation in resolving Questions 2 – 6 in the affirmative. This is because the breach by the Defendants of the contract of investment was fundamental to this suit. It is the cornerstone on which this suit is built. It is the linchpin that holds this suit together. Every other relief sought in this suit is a distributary of the principal relief sought herein, that is, the declaratory order that the conduct of the Defendants amounts to breach of contract.

In ***Nationele Computer Services Ltd v. Oyo State Government & Ors (2019) LPELR-48077(CA)***, the Court of Appeal held per Folasade Ayodeji Ojo, JCA at pp. 16 – 17, paras F – A that "***The consequence of a breach of contract is award of damages. Damages for breach of contract are compensation to the Plaintiff for the damage, loss or injury suffered through that damage. The Appellant is therefore entitled to damages for the breach of contract by the Respondents. He is entitled to be placed in the same position as if the contract had been performed.***"

In Cameroon Airlines v. Otutuizu (2011) LPELR-827(SC) the apex Court per Olufunlola Oyelola Adekeye ,JSC ***at pp. 46-47, paras. F-C held that:-***

> ***"A breach of contract means that the party in breach has acted contrary to the terms of the contract in the instant case by performing a contract negligently and not in accordance with its terms. Pan Bisbilder (Nigeria) Ltd. v. First Bank of Nigeria Ltd. (2000) 1 SC 71. In***

awarding damages in an action founded on breach of contract, the rule to be applied is restitutio in integrum that is, in so far as the damages are not too remote, the plaintiff shall be restored as far as money can do it, to the position in which he would have been if the breach had not occurred. Okongwu v. N.N.P.C. (1989) 4 NWLR Pt. 115 Pg. 296. Oshin & Oshin Ltd v. Livestock Feed Ltd. (1997) 2 NWLR pt.486 pg.162. Udeagu v. Benue cement co. Plc. (2006) 2 NWLR pt.965 pg.600."

The Claimant has also sought for declaratory relief and damages for the tort of deceit and conversion. According to him, in addition to breach of contract, the facts of the case also ground the torts of deceit and conversion. In ***Amuzie v. Asonya (2011) 6 NWLR (Pt. 1242) 19 at 56 para F – G***, the Court of Appeal held that "***The word deceit is synonymous but not coterminous with fraud***." On the elements that must exist before the tort of deceit can be said to have been established, the Court held further at pages 56 – 57 paras G – B that "***Four basic ingredients are necessary for an allegation of deceit to be proved; viz: (a) there must be a representation of fact; (b) the representation must be made with knowledge of its falsity; (c) it must be made with the intention that it should be acted on by the plaintiff; (d) it must be proved that the plaintiff acted upon the false statement and sustained damage by so doing***."

In ***Owena Bank (Nig.) Ltd v. N.S.C.C. Ltd (1993) 4 NWLR (Pt.290) 698 at 711 paras G – H***, the Court of Appeal held that defiens conversion as "***…an injury to the plaintiff's possessory rights in the chattel converted. Whether an act amounts to conversion or not will depend on the facts of each case, and the courts have a degree of discretion in deciding whether certain acts amount to a sufficient deprivation as to constitute conversion***." In ***C.D.C. (Nig.) Ltd v. SCOA (Nig.) Ltd (2007) 6 NWLR (Pt. 1030) 300 SC at page 350 paras G – H***, the apex Court held, on the nature of the tort of conversion, that "***An action for conversion is a purely personal action and results in a judgment for pecuniary damages only. The judgment is for a single sum of which the measure is generally the value of the***

chattel at the date of conversion together with any consequential damage flowing from the conversion." On the quantum of damages that can be awarded when conversion has been established, the Supreme Court in ***Enterprise Bank Ltd v. Aroso (2014) 3 NWLR (Pt. 1339) 256 SC at 301 paras B*** held that "***In conversion, damages is assessed at the value of the goods at the date of conversion, that is, the market value at the date of conversion***."

From the above authorities, and the facts as disclosed in the affidavit in support of the Originating Summons, it is my considered view, and I so hold, that the Claimant has established the torts of deceit and conversion against the Defendants. In view of the foregoing therefore, I hereby answer the six (6) questions formulated for determination in the affirmative. Accordingly, all the reliefs sought by the Claimant in this suit are hereby granted as follows:-

1) **THAT the failure and refusal of the Defendants to pay the Claimant the Return on Investments (ROI) as contracted by the parties under the Contract of Investment dated the 11th day of August 2020 amounts to breach of the contract between the Claimant and the 1st Defendant.**
2) **THAT the failure, refusal and/or neglect of the Defendants to pay to the Claimant the Return on Investment and the capital sum of ₦500,000.00 invested in the investment scheme of the 1st Defendant and the holding onto by the Defendants of both the Return on Investment and the capital sum of ₦500,000.00 amount to deceit and conversion of the Return on Investments (ROI) due the Claimant from them since November 2020.**
3) **An Order of specific performance is hereby made mandating the Defendants to pay to the Claimant the sum of ₦500,000.00 being the sum total of Return on Investment (ROI) the Claimant is entitled to in line with the Contract of Investment dated the 11th day of August 2020 and entered into by the parties in August 2020.**
4) **An Order of specific performance is hereby made mandating the Defendants to refund to the Claimant the sum of ₦50 0,000.00 being the**

capital invested in the investment scheme of the 1st Defendant in line with the six-month Contract of Investment entered into by the parties in August 2020.

5) **THAT the Defendants jointly and severally are hereby ordered to pay to the Claimant the sum of ₦300,000.00 (Three Hundred Thousand Naira) only to the Claimant for breach of contract, conversion and deceit.**
6) **THAT the Defendants jointly and severally are hereby ordered to pay the Claimant the sum of ₦200,000.00 (Two Hundred Thousand Naira) only as the cost of litigation.**

This is the Judgment of this Court delivered today, the 24th day of February, 2022.

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HON. JUSTICE A. H. MUSA
JUDGE
24/02/2022

APPEARANCE:

For the Prosecution:
C. T. Obiajunwa Esq.

For the 7th Defendant
David Okokon Esq.

1st, 2nd, 3rd, 4th, 5th, 6th and 8th Defendants not represented.