

**IN THE HIGH COURT OF JUSTICE OF THE
FEDERAL CAPITAL TERRITORY ABUJA
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT MAITAMA - ABUJA**

BEFORE: HON. JUSTICE O. C. AGBAZA

COURT CLERKS: UKONU KALU & GODSPOWER EBAHOR

COURT NO: 6

SUIT NO: FCT/HC/CV/2136/2017

BETWEEN:

1ST IMPRESSION REAL ESTATE AND MANAGEMENT LTD.....CLAIMANT

VS

TARABA INVESTMENT AND PROPERTIES LTD.....DEFENDANT

RULING/JUDGMENT

The Claimant commenced this Suit against the Defendant by Originating Summons filed 1/6/2017 seeking the determination of the following questions:

- (1) Whether the Taraba Investment and Properties Limited is an agent of Taraba State Government.
- (2) Whether the Lease Agreement made the 15th day of April, 2015, between the Taraba Investment And Properties Limited (TRIP) and 1st Impression Real Estate And Management Limited in respect of all that five-floor building lying and situate at Plot 66, First, Way, Central Business District binds both Taraba Investment And Properties Limited (TRIP) and Taraba State Government.

- (3) Whether the Taraba Investment And Properties Limited (TRIP) can terminate the said Lease Agreement made the 15th day of April, 2015 between the Taraba Investment And Properties Limited and 1st Impression Real Estate And Management Limited other than in accordance with the express terms of the Lease Agreement.
- (4) Whether the Lease Agreement made the 15th April, 2015, between Taraba Investment And Properties and 1st Impression Real Estate and Management Limited was validly determined by the former vide its letter dated 21st April, 2017, and headed NOTICE OF TERMINATION OF LEASE AGREEMENT ON TARABA HOUSE.

And upon the determination of these questions, the Claimant seeks the following Orders;

- (1) A Declaration that the Defendant, Taraba State Investment And Properties Limited is an agent of Taraba State Government.
- (2) A Declaration that the Lease Agreement dated the 15th May, 2017 and made between Taraba Investment And Properties and 1st Impression Real Estate and Management Limited in respect of all that five floor building lying and situate at Plot 66, First Avenue, Off Shehu Shagari Way, Central Business District, Abuja, is binding on Taraba State Government.
- (3) A Declaration by this Honourable Court that the Defendant, Taraba Investment And Properties Limited cannot validly determine the

Lease Agreement entered into on the 15th April, 2015, except in accordance with the express Terms of the Lease Agreement.

- (4) An Order of this Honourable Court setting aside the Defendant's letter of 21st April, 2017 terminating the Lease Agreement entered into on the 15th April 2015, between the Taraba Investment And Properties Limited and 1st Impression RealEstate And Management Limited over all that five-floor building lying and situate at plot 66, First Avenue, Off Shehu Shagari Way, Central Business District, Abuja.
- (5) Such further Orders as this Honourable court may deem fit to make in the circumstances of this case.

In support of the Originating Summons is a 14 paragraph affidavit sworn to by Prince Godfrey Ejim, the Managing Director of Claimant with Exhibits attached. Also filed a Written Address dated 25/2/2022 in support of the Originating Summons, adopts the Address.

In response, the Defendant filed a Counter-Affidavit of 10 Paragraph on 5/7/2017 deposed to by Mr. Jeji Williams, Permanent Secretary Taraba State Liaison Office, Abuja with Exhibits attached. Also filed a Written Address in support, adopts the said Address, except against the issue No. 5.

Sequel to this application, that is the Originating Summons of the Claimant, the Defendant filed Motion on Notice (NPO) challenging the competency of this instant suit. It is therefore, necessary to determine the issue of competency of

the suit first before proceeding to determine the Originating Summons. If it succeeds it terminates the matter without the need to the merits.

The Motion is dated 5/7/2017 and filed same day, brought pursuant to Order 43 Rule 1 of the Rules of Court praying for the following order(s).

1. An Order setting aside the originating Summons for being incompetent or
2. Order staying the hearing, if any, of the Originating Summons and directing the parties to Arbitration as contained in the Lease Agreement.

And for such further orders as the the Honourable court may deem fit to make in the circumstances.

The grounds on which the application is brought are:

1. That the affidavit in support of the Originating Summons and the facts deposed to herein have raised highly contentious matters.
2. That the Reliefs being sought by the Plaintiff are not straight and simple but contentious and will require fact and evidence.
3. That Relief 1 which seeks a Declaration that the Defendant is the Agent of Taraba State Government will require evidence.
4. That Relief 2 which seeks a Declaration that the Lease Agreement is binding on Taraba State Government will demand evidence and facts of the instrument of authority authorizing Defendant to manage the property.

5. That Relief 3 on whether the Lease Agreement could be determined or not requires reference to the legality or otherwise of the use of the property which has attracted the threat of revocation from the Department of Development Control.
6. That Paragraphs 6, 7, 8, 9 and 10 of the affidavit in support of the Originating Summons will demand evidence and facts of the breach of the Lease Agreement by undertaking renovations beyond ₦300,000,000.00 (Three Hundred Million Naira) for an alleged N1.2 Billion and the contravention of the Abuja Building Code that necessitated the threat of revocation.
7. The Lease Agreement demands resolution or reference of all cases of dispute arising from the interpretation or validity of the Lease Agreement to Arbitration as provided in the Agreement.
8. Whether the Originating Summons issued to be served outside jurisdiction of the court from the federal Capital Territory Abuja and in Jalingo Taraba State is not incompetent for lack of endorsement as in accordance with Section 97 of the Sheriffs and Civil Process Act, LFN, 2004.

In support is a 10 Paragraph affidavit sworn to by Mr. Jeji Williams. Also attached are Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I", "J" and "K". Also filed a Written Address in support dated 5/7/2017, adopts the Address.

However, the Defendant/Applicant, withdrew the prayer 2 of their Motion.

In reaction to the Motion, the Claimant filed a Counter-Affidavit of 6 (Six) Paragraph deposed to by Friday Joseph, a litigation clerk in the Chambers of Counsel to Claimant with One (1) Exhibit annexed marked "A". Also filed a Written Address, adopts the Address, in urging the court to dismiss the application.

In the Written Address of Defendant/Applicant, C.D. Abongaby Esq. of Counsel for Defendant/Applicant formulated three (3) issues for determination:

- (1) Whether this is a case that can be heard under an Originating Summons in the light of the contentious issues that may arise at the hearing.
- (2) Whether Plaintiff ought not to have explored the option of Arbitration, as provided for in the Lease Agreement before coming to court.
- (3) Whether the originating Summons issued to be served outside jurisdiction of the court from the Federal Capital Territory, Abuja and in Jalingo Taraba State is not incompetent for lack of endorsement as in accordance with Section 97 of the Sheriffs And Civil Process Act, LFN 2004.

Arguing issue No. 1, counsel submitted that Originating Summons is usually used in cases involving mainly the construction and interpretation of document but not where there are disputes on questions of facts or likelihood of that dispute. That in the instant there are contestable facts in disputes that will require evidence. He cited *Ossai Vs Wakwah* (2006) ALL FWLR PT 303 239 at

255, *Ejura Vs Idris* (2006) ALL FWLR PT 318, 646, and *Obasanya Vs Babafemi* (2006) FWLR PT 15, 2505.

On issue No. 2, Counsel submitted that the first Option for Claimant was to seek reconciliation in line with the Lease Agreement and the failure to first seek Arbitration by Claimant gives room to court to stay proceedings. He relied on. *The Owners of the M.V. Lupex Vs N.O.C.S.I.* (2003) FWLR PT 170, 1428, *Kupolati Vs New Centry Law Publishers Ltd* (2005) ALL FWLR PT 249, 1811, and *Campagnic Generale De Geophysique Vs Etuk* (2004) ALL FWLR PT 235, 59.

With regard to issue No. 3, submitted that a party seeking to serve Originating Process or Writ outside jurisdiction must first seek leave and such Writ must be specifically endorsed on the face of it as to be served out of Abuja, Federal Capital Territory and in Jalingo, Taraba State except where Defendant waives its right by failing to take timely steps to contest such omission. That in this case the Defendant has not waived its right in contesting this omission. He cited *Kida Vs Ogunmola* (2006) ALL FWLR PT 327 402.

In the Written Address of the Claimant, counsel for the Claimant P.E Ediale Esq. adopted the three (3) issues formulated by Defendant/Applicant as issues for determination;

Arguing Issue No.1, counsel submitted that the contention of Defendant is clearly against the Order 5 Rule 1 (3) and Order 5 Rule 2 (1) of the Rules of Court. Further submits that by Order 15 Rule 18, it is only when Claimant's Originating Summons disclosed no cause of action, scandalous, frivolous or vexatious or prejudice, embarrass, delay fair trial or an abuse of

process of court that it can be set aside and that is not the situation in the instant. Counsel relied on *Ossai Vs Wakwah* (2006) ALL FWLR PT 303, 239.

On Issue No.2, submitted that Defendant filed its Counter-Affidavit to the Originating Summons on same date it submitted its objection and this being so, the Provisions of Section 5 (1) of Arbitration and Conciliation Act cannot avail it.

With respect to Issue No. 3, Counsel submitted that Defendant did not exhibit the Originating Summons served on it in its affidavit in support of its Motion on Notice and this is fatal to its argument. That the document served on Defendant is a matter of fact within the knowledge of Defendant and has to be proved and it was not proved. He cited *Nigeria Agip Oil Company Ltd Vs Ahanwa* (2018) LPELR –4414.

I have given due consideration to the foregoing contentions of the parties. The cardinal issue that call for determination;

“Whether or not the Applicant has made out a case to justify the grant of the reliefs sought in this application”.

First, it is on record of court that the Defendant/Applicant, in the course of hearing of the application, withdraws the reliefs 2. Therefore, in determining this application, the relief 2 shall not be considered. Accordingly, it is hereby struck out.

Now to the issues raised bythe Defendant/Applicant, the basis upon which this application is predicated. The Defendant/Applicant seek an Order of Court to set aside the originating Summons contending that this suit cannot be heard under Originating Summons in view of the contentious issues that may arise at

the hearing. He argued that there are contestable facts in dispute which will require evidence. Counsel for Claimant contended in response that the argument of Defendant is obviously against the Rules of Court. He cited Order 5 Rule 1 (2) and (3). I have given due consideration to the contentions of the parties and I am of the firm view that the argument of Learned Counsel for the Defendant/Applicant is untenable. I say so because the fact that a Suit is commenced by a wrong procedure is not a basis to set aside such Suit or rendered it incompetent. Such situations are treated as an irregularity. See Order 5 Rule 1 (2) and (3) of Rules of the Court. Besides, the court in such situations may order that pleadings be filed rather than set aside the Originating Summons. See the case of Oloyede Vs Oloyede (2014) LPELR – 24384 (CA). What is more, the Defendant/Applicant had filed a Counter-Affidavit to the Claimant's Originating Summons on 5/7/2017, same day, this application was filed and this is clearly against the provisions of Order 5 Rule 2 (1) of the Rules of Court. The argument of the Defendant/Applicant on the point does not, therefore, avail the Defendant/Applicant.

On the issue that Claimant ought to explore the option of Arbitration as provided in the Lease Agreement before coming to court. Again this contention by the Defendant/Applicant will not avail it. The facts that the Claimant did not explore the option of Arbitration as provided for in the Lease Agreement does not rendered the Claimant's Suit incompetent as canvassed by the Defendant/Applicant. Arbitration Clause in an Agreement will not oust the jurisdiction of court in an action in respect of same. See the case of Abdulkadir Vs Saleh (2014) LPELR -24632 (CA). And the Provisions for Arbitration is a mere matter of procedure for ascertaining the rights of the parties with nothing in it to

exclude a right of action on the contract itself, but leaving it to the party against whom an action may be brought to apply to the discretionary power of court to stay proceedings in the action in other than the parties may resort to that procedure to which they have agreed. See *Abdulkadir Vs Saleh (Supra)*. See also *Obembe Vs Wemabod Estates (1977) 5 SC, 115*. Besides, a party who seek to take the benefit of an Arbitration Clause in an Agreement should not take further step in the Suit in respect of same other than filing a Memorandum of Appearance otherwise, he will be deemed to have waived his right to Arbitration. See Section 5 (1) of Arbitration And Conciliation Act. See also the case of *Gamji Fertilizer Co Ltd & Anor Vs France Appro S.A.S & Ors (2016) LPELR-41245 (CA)*. In the instant case, the Defendant/Applicant filed a Counter-Affidavit to the Originating Summons and followed it up by this application on 5/7/2017. It must be deemed to have waived his right to Arbitration. This contention of Defendant/Applicant, therefore, cannot avail it.

On the issue that the Claimant's Originating Summons issued to be served outside the jurisdiction of the court is incompetent because it was not endorsed in accordance with the Provisions of Section 97 of Sheriffs And Civil Process Act. Again this argument by learned Counsel will not avail Defendant/Applicant. First the Defendant/Applicant did not exhibit the originating Summons served on it which it claimed was not endorsed. However, the court notes that the originating Summons served on the Defendant/Applicant outside jurisdiction, that is Jalingo, Taraba State by virtue of Order of Court granted on 5/7/2017, that is Exhibit "A" annexed to Claimant's Counter-Affidavit to Defendant/Applicant's Motion, does not carry an endorsement in compliance with the Provisions of Section 97 of Sheriffs And Civil Process Act which

ordinarily would have rendered the Originating Summons incompetent based on the previous position of the law. However, the current position of the law is that where a Defendant is served with Writ of Summons in breach of the Provisions of Section 97 of Sheriffs And Civil Process Act, he has a choice to object by applying to have the Writ of Summons set aside and the court *ex debito justitiae* will accede to the application provided he has not taken steps in the proceedings. By entering unconditional appearance and filing pleadings, he will be deemed to have waived his right and cannot later in the proceedings seek to set the Writ of Summons aside because of the defect. See the case of *NACB Ltd Vs Ono Foods Development Company (Nig) Ltd* (2006) 9 NWLR PT. 985, 323 at 326 – 327. See also *Panalpina World Transport Vs Ceddi Corporation Ltd* (2011) ALL FWLR PT. 600, 1258 at 1262 and *Ansa Vs Ntuk* (2009) 9 NWLR PT 1147 557 at 567. It is on record that the Defendant/Applicant upon being served the originating Summons filed a Memorandum of Conditional Appearance and Counter-Affidavit to the originating Summons on 5/7/2017 and same was served on the Claimant. By implication, the Defendant/Applicant is deemed to have waived his right to object to the origination Summons served on her. In any event, in the recent case of *Christaben Group Ltd Vs Oni* (2010) ALL FWLR PT 504 at 1442, it was held that the failure to make the prescribed endorsement on a Writ of Summons for service out of a State and in another State is a procedural irregularity. In other words, its not an issue that should affect the jurisdiction of court to adjudicate in the matter. See also Order 5 of the Rules of Court.

From all of these, the cardinal issue for determination is answered in the negative and in favour of the Claimant. In consequence, this application of the Defendant/Applicant lacks merit and it is hereby dismissed.

Now to the substantive Suit, that is the Originating Summons of the Claimant.

In the Written Address in support of the Originating Summons dated 25/2/2022, Counsel for Claimant, P.E. Ediale Esq adopts the seven (7) issues formulated by the Defendant in its Written Address in opposition to the Claimant's originating Summons as issues for determination but, stated, however, that issues Nos 5, 6 and 7 have been argued in the Defendant's application filed on 5/7/2017.

Arguing Issue No. 1 and 4 together, Learned Counsel submits that the argument of Defendant that Defendant could not have leased out the property in its own name overlooks the definition of the word Landlord in Section 2 of Recovery of premises Act. That Land lord includes the agent of the Landlord. Submitted further that a cursory look at the meaning of the words, Lease, Lessor, Lessee, Landlord, Tenant, Manage, Management will reveal that all that Defendant did was to enter a contract with Claimant to use and occupy the leased property in consideration of payment of ₦42 Million Naira per annum. And from the definition of the above words in the Black's Law Dictionary 10th Edition when read along with the Lease Agreement of 15th April 2015, there was no Power of Attorney in issue, that Taraba State Government includes its agent, the Defendant.

On the contention of Defendant that the non-joinder of Taraba State Government as a party is fatal, submitted that order 13 Rule 18 (1) (2) and (3) of Rules of Court renders otiose the argument of Defendant.

On Issue No. 2 and 3 argued together, counsel submitted that Defendant did not exhibit the Abuja Development code relied on, that the said code is not contained in any Gazette or law in force and in its absence, the court cannot speculate. He cited *Kofi Gbajo Vs Ogunburegi* (1961) 1 ALC NLR, 828, *Nnubia Vs A.G.*, 40 NSCQR, 143, and *Lekwot Vs Judicial Tribunal on Civil Disturbances And Communal Crises in Kaduna State* (1997) 8 NWLR PT 515, 22 at 35. Submitted the Defendant is in position to produce the said development code and did not produce it because Defendant knew it will be unfavourable to it if it is produced. He referred to Section 167 (d) of the Evidence Act, 2011. That the terms of the Lease Agreement allows Claimant to use the property for guest house/hotel business only and did not violate any law. That it therefore follows that Defendant was not permitted by the Clause it clung unto to justify the letter terminating the Lease Agreement.

In the Written Address of Defendant in support of the Counter-Affidavit to the Originating Summons, C.D. Abongaby Esq of Counsel for Defendant formulated seven (7) issues for determination;

- (1) Whether as Agent of Taraba State Government Defendant could have entered into the Lease Agreement with the Plaintiff in its own name.
- (2) Whether Defendant could have gone into an Agreement with Plaintiff in regard to the property called and known as Taraba House in breach or flagrant violations or contravention of the Abuja Development Code or any law at all.

- (3) Whether the Defendant cannot terminate the apparently offensive or illegal Lease Agreement to save the property and its approval or titles from revocation.
- (4) In the light of Reliefs 1 and 2 in the Originating Summons that seeks Order(s) that will invariably affect Taraba State Government, whether Taraba State Government ought not be made party to this suit.
- (5) Whether Plaintiff ought not to have explored the option of Arbitration as provided for in the Lease Agreement before coming to court.
- (6) Whether this is a case that can be heard under an Originating Summons in the light of the contentious issues that may arise at the hearing.
- (7) Whether the Originating Summons issued to be served outside jurisdiction of the court from the Federal Capital Territory Abuja and in Jalingo Taraba State is not incompetent for lack of endorsement in accordance with Section 99 of the Sheriffs and Civil Process Act, LFN, 2004.

Before proceeding, it should be noted that the Issues No. 5, 6 and 7 above has been considered and determined in the Defendant's application which the court has given a considered Ruling above. It will, therefore, be of no moment to repeat and reconsider same.

Arguing Issue No. 1, Learned Counsel submitted that Taraba State Govt. gave the property to Defendant to manage and the letter is not Power of Attorney or instrument of transfer and title and rights remained in Taraba State Government. That Defendant is an agent of a disclosed principal. Submitted further that Defendant has no mandate to execute a lease on the property and could not have done in its name but in the name of Taraba State Government. That an agent, in acting pursuant to its power must sue in the name of the principal. He referred to *Vulcan Gases Ltd Vs G.F.I.G (2001) FWLR PT 53, 1 at 22 -23*. That the lease between the Claimant and Defendant is, therefore, unlawful and unenforceable.

On Issue No. 2, submitted that title over the land the property is situate was granted for the purposes as stated in the grant and the property has been in use in line with the purposes. That the Lease Agreement specifically stated the property was to be used for hotel and catering services in contravention of the purposes of the grant. That the Department of Development Control has issued notice giving mandatory length of time for compliance by reverting the building to its original purpose otherwise will carry out enforcement of the Abuja Development Code which will result in the revocation of approvals on the building. That Claimant should not be seen to be promoting illegal transaction as the Lease Agreement contravenes the development code.

On Issue No. 3, submitted the Lease Agreement permits Defendant to terminate it. That the Defendant is allowed in law to terminate an illegal contract. He cited *Fasel Services Ltd Vs NPA (2004) ALL FWLR PT 119, 1400*, *Total Nigeria Plc Vs Ajayi (2004) ALL FWLR PT 218, 887*, *FBN Lyd Vs Moba Farms Ltd (2005) ALL FWLR PT 225, 1120 at 1142*.

On Issue No. 4, submits that a person who may be affected by Order of Court ought to be made a party. That the court cannot make an Order that will affect Taraba State without joining it as a party in this case. He cited *NDP Vs INEC* 52, NSCQR, 947 at 982 – 983.

I have given due consideration to the affidavit evidence, the written submission of Learned Counsel and the judicial authorities cited for and against the grant of the reliefs sought as well as the Exhibits annexed and find that only one (1) issue calls for determination;

“Whether or not the claimant has made out a case against the Defendant and entitle to the reliefs sought in this case”.

It is not a subject of controversy that the Defendant herein is an agent of Taraba State Government who can also be referred to as the principal or landlord of the premises in question. This can also be seen from the Exhibits “A1” annexed to the supporting affidavit to the Originating Summons of the Claimant that is the Lease Agreement.

Now the law is settled that the acts of an agent with managerial status with ostensible authority to act binds the principal. See the case of *Vinz Int’l (Nig) Ltd Vs Morohundiya* (2009) 11 NWLR PT 1153, 564. Now, following the handover of the premises in question by the Taraba State Government to the Defendant, Taraba Investment and Properties Ltd (TRIP), the agent for management, as can be seen from the Exhibit “F” annexed to the Counter-Affidavit in opposition to the Originating Summons of the Claimant, the Defendant entered into a Lease Agreement with the Claimant to lease out the property to Claimant for consideration of the sum of ₦42 Million Naira per

annum with payment made by Claimant and the Defendant took benefit of. See the Exhibit "A1" of the Claimant annexed to its supporting affidavit to the Originating Summons. See also the Exhibit "B2", letter of mandate to Claimant pay to the agreed lease amount, Exhibit "C3", handing over of the property to Claimant and Exhibit "D4" request by the Defendant to Claimant for payment. Now, in law, this Agreement between the Claimant and the Defendant who is agent to the Taraba State Government, the principal or landlord, invariably binds Taraba State Government. See also case of Makwunye Vs Emirates Airlines (2020) ALL FWLR PT 1029, 1 (SC).

It is a well-established principle of law and overtime that parties are bound by the terms of their Agreement and the court must always respect the sanctity of the Agreement of parties and has a duty to give effect to same. It must not rewrite or redraft the one the parties have already made. See the case Abba Vs Eke & Anor (2015) LPELR – 24370 (CA). See also BFI Group Corporation Vs B.P.E (2012) LPELR – 9339 (SC).

On the issue raised by the Defendant, that as an agent of the Taraba State Government could not have entered the Agreement with the Claimant in its own name. This contention by the Defendant, in the view of court, is not tenable. First, the Defendant herein is part and parcel of the Taraba State Government. Secondly, it has a mandate to manage the property as can be seen from the Exhibit "F" of the Defendant and in the exercise of that mandate leased the property to the Claimant for a consideration. Further the argument of Learned Counsel failed to take cognizance of the provisions of Section 2 of the Recovery of Premises Act that defines a landlord to include the Attorney or Agent of the Landlord. This argument therefore does not avail the Defendant.

On the issue whether the Defendant could have gone into the Agreement with Claimant in breach or violation of the Abuja Development Code. This contention of the Defendant again cannot avail it. First, the Defendant failed to furnish the court the law in place wherein the said code is contained. Secondly, the Exhibits "E" annexed to the Counter-Affidavit of Defendant in opposition to the Claimant's Originating Summons which it claimed to be the purpose for which the land is allotted, the source was not authenticated as document from the Abuja Metropolitan Council or any other relevant agency and the court cannot speculate on its authenticity. See *FBN Vs Davies* (2017) LPELR – 43556 (CA). Besides a party cannot benefit from his own wrong. Taking advantage of the law, if at all anyone is in place, the Defendant herein will be profiting from its own wrong which the law strongly deprecates. See the case of *Ugwu Vs Reagan Remedies Nig Ltd* (2018) LPELR-46255 (CA). See also *First bank Plc Vs Standard Polyplastic Industries Ltd* (2018) LPELR – 44081 (CA). The argument of the Defendant, therefore, will not avail it.

On the argument that whether the Taraba State Government ought not to be made party to the Suit. Again this argument is unavailing the Defendant. As earlier stated, the Defendant herein is part and parcel of the Taraba State Government. And the fact that it was not made party to the Suit does not render the Suit incompetent or the proceedings of court a nullity. The failure to join as a party a person who ought to have been so joined gives rise to the mistake of non-joinder of party which will not render an action incompetent or a nullity. See *Bello Vs INEC* (2010) LPELR – 76 (SC). See also Order 13 Rule 18 (1) of Rules of court. The argument of the Defendant, therefore, does not avail the Defendant.

Now to the reliefs sought.

The reliefs 1, 2 3 of the Claimant are declaratory reliefs. And the law is well settled in an application for declaratory relief the Applicant must satisfy the court with cogent and credible evidence that he is entitled to the reliefs. Therefore where the Applicant in his evidence fails to prove his claim for declaratory relief, the claim must be dismissed. See the case of Agbana Vs Owa (2004) 13 NWLR PT 889 at 17. See also Grace & Ors Vs Omolola Hospital & Anors (2014) LPELR –22777 (CA). The court having found that the Defendant is an agent of the Taraba State Government, that the Agreement between the Claimant and the Defendant is binding on Taraba State Government and the Agreement is binding on the parties and the court has a duty to give effect to same, I have no difficulty of finding that reliefs as contained in reliefs 1, 2 3 have been proved by the Claimant and therefore entitled to the reliefs 1, 2, 3 as prayed.

On the relief 4, it also avails the Claimant. Having found that the Agreement between the Claimant and the Defendant is binding on the parties and the Taraba State Government, the Claimant is entitled to this relief.

In conclusion, the reliefs 1, 2, 3 of the Claimant are granted as prayed.

On the relief 4, it is hereby ordered that the Defendant's letter of 21st April, 2017 terminating the lease Agreement entered into on 15th April, 2015 between the Taraba Investment And Properties Ltd and 1st Impression Real Estate and Management Limited over all that five floor building lying and situate at Plot 66, first Avenue off Shehu Shagari Way Central Business District, Abuja is hereby set aside.

This is the Judgment of the court.

HONOURABLE JUSTICE O.C. AGBAZA

(Presiding Judge)

9/6/2022

APPEARANCE

P.E. EDIALE ESQ WITH K.N. OBINATU FOR THE CLAIMANT

C.D. ABONGABY ESQ WITH P.N. ABE FOR THE DEFENDANT