

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
HOLDEN AT ABUJA
ON THURSDAY 30TH DAY OF JUNE 2022
BEFORE HIS LORDSHIP: HON JUSTICE O. A. ADENIYI
SITTING AT COURT NO. 8 MAITAMA – ABUJA

SUIT NO: FCT/HC/CV/320/18

BETWEEN:

JACOB IFERE... ..
CLAIMANT

AND

THE LIFE CAMP PARADISE LTD.
DEFENDANT

JUDGMENT

The Claimant is an Abuja-based legal practitioner. The summary of his case, according to facts gathered from processes filed to commence the instant action, is that sometime in 2016, the Defendant, Housing Estate Developers, sold to him one unit of 5 bedroom

fully detached duplex at her Life Camp Paradise Estate, Abuja, at a discounted cost of the sum of **₦29,000,000.00**; that he sourced for money from a Mortgage House and private individuals to be able to fund the purchase of the house; that he later discovered, from private enquiries at the relevant offices, that the Defendant had no title to the property she purportedly offered to him and that the Defendant still failed to deliver physical possession and title of the property to him as agreed. As such, he demanded for a refund of the purchase price which the Defendant paid back over a period of time. The Claimant claimed to have incurred huge expenses in the course of the transaction with the Defendant and as such had instituted the present action, *vide* Writ of Summons and Statement of Claim filed in this Court on 23/11/2018; and by the Amended Statement of Claim filed with the leave of

Court on 17/02/2020, the Claimant claimed from the Defendant the reliefs set out as follows:

1. A declaration that the Defendant has breached the contractual agreement between him and the Claimant as contained in the offer and acceptance dated 23rd November, 2016 for the purchase of the one unit of 5 Bedroom Fully Detached Duplex at the Life Camp Paradise Estate, Abuja, in the sum of ₦29,000,000.00 (Twenty Nine Million Naira) only, paid by the Claimant to the Defendant as consideration for the transaction since 31st June, 2017.

2. An order for the payment of the refund of the sum of ₦560,000.00 (Five Hundred-sixty Thousand Naira) expended by the Claimant to fund his first Generation Mortgage Bank Limited account from his United Bank for Africa account number 2094367847 (in anticipation for the advancement of the loan of ₦5,000,000.00 (Five Million Naira) to purchase the Defendant's purported property, and from which the initial instalment repayment plus interest charge was

- deducted in line with the practices of the loan advancement.*
- 3. An order against the Defendant for the payment of the sum of ₦20,000.00 (Twenty Thousand Naira) only to the Claimant being a refund of the sum the Defendant caused him to expend by conducting a legal search at Abuja Geographic Information System (AGIS) over the Paradise Life camp Estate which he misrepresented his title before the Claimant.*
 - 4. An order against the Defendant for the payment of the sum of ₦1,100,000.00 (One Million One Hundred Thousand Naira) only to the Claimant being a refund of the ten and twelve percent (10% & 12%) interest paid by him to Mrs. Gloria Segun for a loan secured on the 27th July 2017 to offset the amount outstanding of the payment of the one Unit of 5 Bedroom Fully Detached Duplex at the Life Camp Paradise Estate Abuja occasioned by the acts of the Defendant.*

- 5. An order against the Defendant for the payment of the sum of ₦2,000,000.00 (Two Million Naira) only to the Claimant being a refund of the professional/legal fees paid by him to J & S Consults for instituting this action occasioned by the acts of the Defendant.**
- 6. An order against the Defendant for the payment of the sum of ₦1,700,000.00 (One Million Seven Hundred Thousand Naira) only to the Claimant being a refund of the rent the Claimant was compelled to pay to Mrs. Amina Ado due to failure to deliver/transfer the said property to him as agreed in the offer letter.**
- 7. An order against the Defendant for payment of interest on the sum of ₦29,000,000.00 (Twenty Nine Million Naira) only to the Claimant at the prevailing Central Bank of Nigeria rate or at the rate of 10% from 31st July, 2017 when the Claimant completed the full payment to the Defendant of the sum of ₦29,000,000.00 (Twenty Nine Million Naira) only, to the 26th October 2018 when the Defendant refunded same to the Claimant.**

8. ~~N~~10,000,000.00 (Ten Million Naira) only as general damages.

The Defendant contested the Claimant's claim. In the operative Amended Statement of Defence filed on 04/08/2020, the Defendant blamed the delay in delivery of the property in issue to the Claimant as a result of his late payment of full purchase price for the property; denying that her title over the property was defective and that she no longer has any more obligations to the Claimant having received full refunds of the money he paid for the property.

The Defendant equally counter-claimed the Claimant for the sum of **~~N~~500,000.00 (Five Hundred Thousand Naira)** only as special damages, being the cost expended in defending the suit.

At the plenary trial, the Claimant testified in person. He adopted his *Statement on Oath* as his evidence – in – chief and tendered in evidence as exhibits, a

total of twenty-one (21) sets of documents to further substantiate his case. He was subjected to cross-examination by the Defendant's learned counsel.

In turn, the Defendant fielded a sole witness, by name, **Aisosa Sunny-Ekos**, who claimed to be the Defendant's Legal Officer. He equally adopted his *Statement on Oath* as his evidence – in – chief; and he tendered in evidence as exhibits, seven (7) documents to further deny the Claimant's claim. He was equally subjected to cross-examination by the Claimant's learned counsel.

At the conclusion of plenary trial, parties filed and exchanged their final written addresses in the manner prescribed by the Rules of this Court.

In the Defendant's final address filed on 12/10/2021, her learned counsel, John I. Ebokpo, Esq., formulated four (4) issues as having arisen for determination in this suit, set out as follows:

1. *Whether in the circumstances of this action, the Claimant can benefit from his own breach of the contract between him and the Defendant.*
2. *Whether the Claimant's claim for refund of the monies allegedly expended in pursuance of obtaining loans for purchase of the property in issue, are within the contemplation of parties and are damages naturally flowing from the alleged breach by the Defendant.*
3. *Whether the Claimant is entitled to general damages of ₦10,000,000.00.*
4. *Whether the Claimant's Reply to the Statement of Defence dated 1st of July, 2019 is valid in law, and if not, whether the Defendant is entitled to its Counter-Claim.*

In turn, the Claimant filed his final address on 25/11/2021, by which his learned counsel, **D. G. Odubitan, Esq.**, equally formulated four issues as having arisen for determination in this suit, namely:

- 1. Whether 'verbal agreement' cannot be said to exist in the contract between the parties considering the mode of payment and surrounding circumstances the Claimant made payment for the said one unit of 5 bedroom semi-detached to the Defendant.**
- 2. Whether the Defendant did not breach the contractual agreement between it and the Claimant when it failed to deliver the one Unit of 5 bedroom semi-detached after one year 4 months of being paid the sum of ₦29,000,000.00 (Twenty Nine Million Naira) according to the offer letter.**
- 3. Whether the Claimant is not strictosensu entitled to the reliefs sought because he did not pay ₦29,000,000.00 (Twenty Nine Million) according to the offer letter.**
- 4. Whether or not the Claimant established or proved his case in the Writ of Summons, Statement of Defence to the Defendant's Counter-Claim and**

Reply to enable him be entitled to the reliefs sought in the Writ of Summons and Statement of Claim.

Upon a proper appraisal of the reliefs claimed by the Claimant; the Defendant's Counter-Claim, the totality of the material and relevant evidence led on the record by either party; and having taken due benefits of the arguments canvassed by learned counsel for the respective parties, it is my considered opinion that the crucial issues that have arisen for determination in this suit, without prejudice to the issues raised by the respective learned counsel, are:

- 1. Whether the Claimant, having received from the Defendant, refund of the sum of ₦29,000,000.00 paid for the botched purchase of one unit of 5 bedroom fully detached duplex at the Defendant's Life Camp Paradise Estate, Abuja, has any further cause***

of action against the Defendant in the present suit?

2. Is the Defendant entitled to the Counter-Claim?

DETERMINATION OF ISSUES

ISSUE ONE:

The Claimant's action is predominantly document-based. As such, I consider that the starting point is to outline, upon proper appraisal of the pleadings of parties and the documentary and oral evidence led on the record by both parties, such facts upon which there seem to be no dispute between the parties. These facts are set out as follows:

1. The Defendant offered to the Claimant, *vide* letter dated November 23, 2016, **Exhibit C4**, sale of one unit of 5 bedroom semi-detached duplex at the Life Camp Paradise Estate, Abuja, valued at the sum of

~~₱33,000,000.00~~ but at a discounted sum of ~~₱29,000,000.00~~.

2. The Claimant accepted the offer and the conditions for the same as set out in **Exhibit C4**.
3. That according to **Exhibit C4**, which the Claimant accepted, parties agreed that the Claimant shall pay the first installment of ~~₱20,000,000.00~~; and to pay the balance latest by January 31, 2017, for the property.
4. That the Claimant exceeded the time stipulated in **Exhibit C4** for completion of payment for the property; but completed the payment on 31 July, 2017, as shown by the receipt issued to him by the Defendant in that regard, **Exhibit C8**.

5. That the Defendant wrote to the Claimant on July 28, 2017, *vide* letter **Exhibit C13**, to convey to him allocation of one unit of 5 bedroom Semi Detached Duplex at No. SD 36, Unit 2, Paradise Estate, Life Camp, Abuja.
6. That for a period of over one year from July 31, 2017, when the Claimant fully paid for the property, the Defendant did not deliver physical possession of the property and the title documents thereof to him.
7. That as a result of the Defendant's failure to handover the property in issue to the Claimant in the manner stipulated in **Exhibit C4**, the Claimant, through his Solicitors, wrote letters, *vide* **Exhibit C16A** (dated 10/09/2018) and **Exhibit C16B** (dated 11/09/2018), to the Defendant to demand

refund of the sum of **₱29,000,000.00** he paid for the property.

8. The Defendant, in response to the letters, **Exhibit C16A** and **C16B** respectively, wrote to the Claimant's Solicitors, *vide* letter **Exhibit C16C**, to plead for a period of **fourteen (14)** days to revert to him on his demand.
9. The Claimant, through his Solicitors, was consistent in making written demand for refund from the Defendant, of the sum of **₱29,000,000.00**, being the amount he paid for the property of which the Defendant was unable to deliver physical possession to him as agreed. The letters, **Exhibits C19, C19A** and **C19B**, dated 19/09/2018, 28/09/2018 and 02/10/2018 respectively refer.

10. That the Defendant made the refund of the Claimant's funds in three installments of the sum of **₱10,000,000.00** paid on 25/09/2018; the respective sums of **₱9,000,000.00** and **₱10,000,000.00** paid on 26/10/2018. Paragraph 38 of the Claimant's Amended Statement of Claim and Defendant's letters **Exhibits D4** and **D5** refer.

The foregoing represents the aspect of the Claimant's action of which both parties have no dispute; more so since those facts are documents-based.

Now, flowing from this undisputed state of affairs, the question the Court must resolve is whether the Claimant, having received refunds on demand for a consideration that failed, has any cause of action against the Defendant from the totality of the facts and evidence placed before the Court in this action?

Put differently, has the Claimant established that the Defendant has any more financial obligations to him, as claimed, after he had received refund for the consideration of the sale of the property that failed?

The case made out by the Claimant is that he informed the Defendant that he was going to fund the purchase of the property in issue from First Generation Mortgage Bank Limited and that the Bank indeed offered him loan of **₦5,000,000.00** on 21/07/2017, as reflected in the letter of offer, **Exhibit C11**.

The Claimant further testified that he also resorted to sourcing for loans from private money lenders to fund the purchase of the property; that he obtained private loan of **₦2,500,000.00** from one **Mrs. Gloria Segun** at an interest rate of **10%** for **three (3)** months, on 27/07/2017; which loan he repaid with

interest of the sum of **₦1,100,000.00** within a period of nine (9) months.

The Claimant further contended that as a result of the non-delivery of the said property to him by the Defendant in line with their agreement, he was compelled to be paying rent on a rented apartment at Zone 3 Games Village Estate, Abuja, belonging to one **Mrs. Amina Ado**.

However, under cross-examination by the Defendant's learned counsel, the Claimant admitted that it was after he had paid the balance of **₦20,000,000.00** for the property that he obtained the mortgage loan; and that the Defendant was not involved in the loan application he made to the First Generation Mortgage Bank Ltd.; and that he applied for the loan after the payment deadline of January 31, 2017, contained in the offer letter, **Exhibit C4**.

The Claimant further admitted, still under cross-examination by the Defendant's learned counsel, that there is no portion of the offer letter, **Exhibit C4**, which states that the Claimant would fund the purchase of the property by mortgage loan.

The Claimant further confirmed, still under cross-examination by the Defendant's learned counsel, that he requested for the refund of the purchase price of **₦29,000,000.00**, from the Defendant which refund was made to him; and that the Defendant had concluded the refund to him before he instituted the present action.

Now, as the evidence on record revealed, both parties entered into a contract governed by **Exhibit C4**, dated 23/11/2016, for the sale by the Defendant to the Claimant, one unit of 5 bedroom semi-detached duplex at the Defendant's Life Camp Paradise Estate, Abuja. The cost price was the sum of

~~₦33,000,000.00~~ but the Defendant offered to sell the property to the Claimant at the rate of ~~₦29,000,000.00~~. **Exhibit C4** further revealed that the Claimant accepted the offer on the same date.

It is not in dispute that the Claimant did not meet the deadline for the payment for the property set at 31/01/2017; but the Defendant, nevertheless received the late payments made by the Claimant, without objection and issued receipt dated 31/07/2017, **Exhibit C8**, for the last payment made by the Claimant.

It is also not in dispute that the Defendant failed to deliver the property in the manner specified in **Exhibit C4** to the Claimant within **12 months** of final payment as also agreed to in **Exhibit C4**. In other words, as at 31/07/2018, being **12 months** after the Claimant concluded payment for the house, the

Defendant was unable to deliver the house to him in the manner specified in the offer letter, **Exhibit C4**.

It is also in evidence that the Defendant pleaded with the Claimant for more time to complete the construction of the building to the stage at which it is agreed in **Exhibit C4** that it shall be delivered to the Claimant.

The evidence on record is further that the Claimant, not being in the mood to exercise more patience, chose the option to repudiate the contract by demanding for refund of the sum of **₦29,000,000.00** he paid for the property. The evidence on record reveals that the Claimant made the demand for refund at first, through his Solicitors, **J & S Consults**, on 10/09/2018 and that the Defendant, less than two months thereafter, completed the refund of the total purchase price to the Claimant. According to the Claimant, he received the last two installments of

₦9,000,000.00 and **₦10,000,000.00** respectively on 26/10/2018.

On the basis of the evidence on record therefore, as set out in the foregoing, it would appear to me that the only inquiry the Court should make in the circumstances is as to whether the Claimant incurred expenses that flowed directly from his transaction with the Defendant with respect to the purchase of the property, that the Defendant is entitled to bear after failure of consideration and the acceptance of refund by the Claimant.

An insight into the remedies available to a party who paid money for consideration that failed in a contract is provided by the Court of Appeal in Oyebanji Vs. Fowowe [2008] All FWLR (Pt. 410) 786 @ 796, where His Lordship, **Awala, JCA**, adopting the opinion of the learned authors of Chitty on

Contracts, General Principles, 25th Edition, held as follows:

“As for plea of failure of consideration, the general principle is “where money has been paid under the transaction that is or becomes ineffective, the buyer may recover the money provided that the consideration for the payment has totally failed, although the principle is not confined to contract, most of the cases are concerned with ineffective contracts. In that context, failure of consideration occurs where the buyer has not enjoyed the benefit of any part of what he bargained for.” See ... Ojikutu Vs. Demuren [1957] 2 FCS 72 @ 73, where the Supreme Court of Nigeria held that in the case of purchase of land the consideration of which had failed, the purchaser is entitled to the legal costs, the monies advanced for building, the cost of plan and the cost of deforesting the land.”

See also Haido Vs. Usman [2004] 4 NWLR (Pt. 859) P. 65 @ 85, where it was held that:

“On a total failure of consideration, a person who has paid money to another under a contract is entitled to a claim of the money back from the other party.”

See also Dantata Vs. Mohammed [2000] 5 SC 1 @ 11; UBA Plc. Vs. Mustapha [2004] 1 NWLR (Pt. 855) 443; UBA Plc Vs. Jargaba [2007] 11 NWLR (Pt. 1045) 247 @ 263.

In the present case therefore, are the costs claimed by the Claimant from the Defendant are in contemplation considering that he had indeed received the refund for the failed contract prior to the institution of this suit?

By relief (2) the Claimant claimed the sum of **₦560,000.00** being the sum he expended to fund his account with First Generation Mortgage Bank Ltd.

where he obtained mortgage loan of **₱5,000,000.00** to purchase the Defendant's property; and from which account the initial installment payment and interest charges were deducted. The evidence on record, as admitted by the Claimant under cross-examination, is that the Defendant was not involved in the Claimant's loan drive. It is not also shown that both parties agreed that the Claimant shall make use of mortgage loan to fund the purchase of the property. The evidence on record is further that the Claimant had indeed completed payment of the property before he secured the **₱5,000,000.00** mortgage loan; which clearly implied that the Claimant did not use the loan he obtained to fund the purchase of the property. I so hold.

I therefore hold that the Defendant incurred no obligation whatsoever to the Claimant with respect to

the loan he purportedly obtained to fund the purchase of the property. In the circumstances, relief (2) of the Claim must fail and it is accordingly refused.

The same fate applies to the Claimant's relief (4), by which he claimed the sum of **₱1,100,000.00** being interests he paid on the loan of **₱2,500,000.00** he claimed to have obtained from one **Mrs. Gloria Segun**. There is no evidence on record that the Defendant was involved in the Claimant's request for and grant of the said private loan. There is also no evidence that he spent the said loan to pay any part of the purchase price for the property. There is therefore no legal basis or justification to transfer to the Defendant, the burden of paying the interest he purportedly incurred with respect to the said private loan. I so hold.

By his relief (2), the Claimant claims the sum of **₦20,000.00** being refund of the sum the Defendant caused him to expend by conducting legal search at the Abuja Geographic Information Systems (AGIS) over *Paradise Life Camp Estate* which she purportedly misrepresented its title to the Claimant.

From the evidence on record, the agreement between the parties, *vide* **Exhibit C4**, is that the title to the property shall be executed in the Claimant's favour upon fulfillment of the conditions set out in the portion captioned **"Title Transfer/Contract,"** on **Exhibit C4**. Part of the conditions the Claimant was meant to fulfill in order for the Defendant to transfer title of the property to him was full payment of the purchase price; payment of legal/Survey fees; Execution of the Estate Handbook and contract of sale. The Claimant failed

to testify as to whether he fulfilled all these conditions apart from payment of the purchase price.

I have again perused **Exhibit C4**. There is nothing therein that imposes any obligation on the Claimant to conduct a search for the genuineness of the Defendant's title to the property. If anything the Claimant ought to have conducted such a search before accepting the offer in **Exhibit C4**. As such, whatever search he conducted after he had accepted the offer was a private frolic the cost of which he cannot possibly pass to the Defendant. I so hold.

The Claimant again, by relief (6), claimed the refund of the sum of **₱1,700,000.00** from the Defendant, being rent he was compelled to pay to **Mrs. Amina Ado** due to purported failure of the Defendant to deliver the property to him as agreed in the offer letter, **Exhibit C4**.

In purporting to establish this claim, I note that the Claimant tendered three (3) United Bank for Africa Electronic Transfer Forms respectively dated 11/10/2017 for the sum of **₦200,000.00**(**Exhibit C9**); 27/10/2017 for the sum of **₦800,000.00** (**Exhibit C9A**); and 16/11/2017 for the sum of **₦100,000.00** (**Exhibit C9B**). The beneficiary of these sums, totaling **₦1,100,000.00** is one **Amina Ado**, described on the Transfer Request Forms as Landlady.

Apart from the fact that the sums contained in the **Exhibits C9, C9A and C9B** respectively do not tally with the sum claimed under the head of claim in focus; a look at the dates when the said rents were said to have been paid to the Claimant's landlady fell within the one year period of grace the Defendant had after full payment of purchase price, for the Defendant to hand over the property to the

Claimant as agreed to in **Exhibit C4**. The claim for rent refund is clearly frivolous and unmaintainable. I so hold.

It is apparent that this claim, as well as the other reliefs discussed in the foregoing are mere afterthoughts. I say so because a careful perusal of all the letters and notices sent by the Claimant and his Solicitors to demand for refund of the purchase price of the property reveal that the Claimant did not include any additional or extraneous demands from the Defendant beyond the refund of the purchase price. In this regard, I make reference to letters **Exhibit C16A, C16B, C19, C19A and C19B** respectively. In all of these written communication to the Defendant, the Claimant was clear and definite about his demand from the Defendant, which was no more than the refund of the **₱29,000,000.00** he

paid for the botched sale of the property in issue to him by the Defendant.

Again, after receiving the refunds, the Claimant still did not complain or make any further demands from the Defendant.

To further expose the futility of the Claimant's claims against the Defendant, one might ask whether, if the Defendant had handed over the property to him and he had taken possession, would he still not have paid back the loans he took or would he pass the burden of the loan repayment on to the Defendant?

Again, the Claimant, by relief (5), also claimed the sum of **₱2,000,000.00** from the Defendant as refund of purported professional/legal fees he claimed to have paid to **J & S Consults** for instituting the present action. To say the least, this head of claim, apart from being unmaintainable, is mischievous. The Claimant tendered the letters **Exhibits C17 and C17A,**

being his letter of instructions to the Principal, **J & S Consults**, to brief the law firm to initiate civil action against *Life Camp Paradise Limited*; and the Firm's response to him, charging him professional fees of **₦2,000,000.00**. The Claimant also tendered as **Exhibits C18** and **C18A**, two (2) receipts issued to him by the Law Firm for payment of the said sum of **₦2,000,000.00**. Whereas evidence on record has revealed that he is part and parcel of the same Law Firm. He tendered in evidence as **Exhibit C12**, letter written on the letter headed paper of **J & S Consults** which he personally signed and addressed to the Claimant. Besides, all letters purportedly written by **J & S Consults** to the Defendant on record bear the Claimant's email address of "jifere@yahoo.com" as the official email address of the Firm. This, in my view, is a clear indication that the Claimant is the principal counsel in the Law Firm.

Even if his case was to succeed, he would still not have been entitled to this head of claim.

On the basis of the foregoing analysis, I resolve issue (1) as set out, against the Claimant and I hereby dismiss his claim in its entirety as unmeritorious and frivolous.

ISSUE TWO:

This issue is to determine the Defendant's entitlement to the Counter-Claim of the sum of **₦500,000.00** as special damages as cost of defending this action.

The Defendant had tendered in evidence as **Exhibit D6**, receipt dated 06/03/2019, issued to her for the payment of the sum of **₦500,000.00** as fees to **Ebokpo, Adedayo & Co.**, as professional fees for defending the present suit.

However, by my understanding, a claim for payment of professional fees must be based on or must

proceed from a clear agreement by both parties to so bear such fees in the event that the transaction between them results in litigation. It is in a sense, a claim in special damages.

In my view, tendering of **Exhibit D6**, by the Defendant, without more, cannot be sufficient to substantiate the claim for payment of professional fees. The Defendant must go further to establish by evidence that both parties agreed that the Claimant must bear the burden of cost of the action in the event that the Defendant was compelled to take out an action for whatever reason or defend an action with respect to the transactions between the two parties. No such understanding is expressed in the offer letter, **Exhibit C4** or any other document for that matter.

Nevertheless, the Court of Appeal, considering an appeal on a claim for payment of professional fees,

in the case of Guinness Nigeria Plc. Vs. Nwoke [2001] FWLR (Pt. 36) 981, held @ page 998, Per **Ibiyeye, JCA** (as he then was) as follows:

“It is also unethical and an affront to public policy to pass on the burden of solicitor’s fees to the other party

.....I am of the strong view that this type of claim is outlandish to the operation of the principle of special damages and it should not be allowed.”

See also Nwanji Vs. Coastal Services (Nigeria) Limited [2004] All FWLR (Pt. 219) 1150; which followed the decision in the case of Ihekwoaba Vs. A. C. B. Limited [1998] 10 NWLR (Pt. 570) 590 @ 610 - 611, where it was held, Per **UwaifoJCA** (as he then was) that:

“the issue of damages as an aspect of solicitor’s fees is not one that lends itself to support in this country. There is no system of costs taxation to get a realistic

figure.....I do not therefore see why the appellant will be entitled to general or any damages....in the present case, on the ground of solicitor's costs paid by him.”

So then, it will not matter, whether the Defendant claimed for solicitor's fees as an item of special damages or as a mere claim for costs, to entertain such a claim will run counter to the demands of public policy.

On that note, I must and I hereby dismiss the Defendant's Counter-Claim.

Parties shall bear their respective costs of the action.

OLUKAYODE A. ADENIYI

(Presiding Judge)

30/06/2022

Legal Representation:

D. G. Odubitan, Esq. – *for the Claimant*

J. I. Ebokpo, Esq. (with **G. O. Ikhiuwu, Esq.**)– *for the
Defendant*