

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT JABI-ABUJA

BEFORE HIS LORDSHIP: HON. JUSTICE BABANGIDA HASSAN

SUIT NO: CV/3145/2021

BETWEEN:

DR. ISRAEL OGHAE EDEREKA.....CLAIMANT

AND

1. ADOMS FRANCIS UJU
2. OKEKE UJU TOCHUKWU
3. ADDY FINANCE AND INVESTMENTS LTD } **DEFENDANTS**
(Under the name and style of Addyfx)

JUDGMENT

The claimant, by the endorsement on the writ of summons, brought under the undefended list procedure and claims as follows:

1. A declaration that the defendants have breached the terms of the agreement between the claimant and the defendants.
2. An order of this court directing the defendants to pay the claimant the sum of Twenty- Two Million Naira (N22,000,000.00) being the total amount of investment paid in tranches to wit: (N11,000,000) Royalfx Investment Plan, 20% percent monthly Return as investment (R01), from October 9th, 2020 to 4th October, 2021; (N1,000,000.00) Ruby Investment Plan, 15% (percent) monthly Return on Investment (R01), from 14th June, 2020 to 9th June, 2021;

(N14,000,000.00) Goldenfx Investment Plan, 17% (percent) monthly Return on Investment (RoI), from 2nd October, 2020 to 27th September, 2021, (N1,000,000.00) Ruby Investment Plan, 15% (percent) monthly Return on Investment (RoI), from 7th February, 2021 to 2nd February, 2022, (N1,000,000.00) Ruby Investment Plan, 15% (percent) monthly Return on Investment (RoI), from 9th April, 2021 to 13th April, 2022, and (N2,000,000.00), Ruby Investment Plan, 15% (percent) monthly Return on investment (RoI), from 6th June, 2021 to 6th June, 2022 respectively, these monies were paid into the account for Royalfx Investment Plan, Goldenfx Investment Plan, and Ruby Investment Plan.

3. An order of this Honourable court directing the defendants to pay the claimant the return on Investment as follows:
 - a. (N11,000,000.00) Royalfx Investment Plan, 20% (percent) monthly Return on Investment (RoI), from 9th May, 2021 to 9th October, 2021, leaving a total of the Return on Investment to Thirteen Million, Two Hundred Thousand Naira (N13,200,000.00) being the default of the return on investment for six months;
 - b. (N1,000,000.00) Ruby Investment plan, 15% (percent) monthly Return on Investment (RoI), from 9th January, 2021 to 9th June, 2021 leaving a total of the Return on investment to Nine Hundred Thousand Naira being the default of the Return on Investment for six months;

- c. (N4,000,000.00) Goldenfx Investment plan, 17% (percent) monthly Return on Investemtn (R01), from 2nd May, 2020 to 2nd October, 2021 leading a return on investment to Four Million, Eighty Thousand Naira, being the default of the Return on investment for six months;
 - d. (N1,000,000.00) Ruby Investment Plan 15% (percent) monthly Return on Investment (R01), from 18th June, 2021 to 18th November, 2021, leaving a total of the return on investment to Nine Hundred Thousand Naira N900,000.00 being the default of the return on investment for six months;
 - e. (N2,000,000.00), Ruby Investment Plan, 15% (percent) monthly Return on Investment (R01), from 9th June, 2021 to 9th November, 2021, leading a total of the Return on Investment to One Million, Eight Hundred Thousand Naira N1,800,000.00 being the default of the Return on Investment for six months;
 - f. (N2,000,000.00) Ruby Investment Plan, 15% (percent) monthly Return on Investment (R01), from 6th July, 2021 to 6th November, 2021 leading a total of the Return on Investment to One Million, Five Hundred Thousand Naira (N1,500,000.00) being the default of the Return on Investment for five months;
4. An order of this court directing the defendants to pay the claimant the total Return on Investment of Twenty – Two Million, Three Hundred and Eighty Thousand Naira (N22,380,000) being the Return on investment for Royalfx Investment Plan, Goldenfx Investment

Plan, and Ruby Investment Plans made by the claimant to the defendants.

5. An order of this court directing the defendants to pay the claimant 10% of the Post judgment sum until the judgment is liquidated.
6. An order directing the defendants to pay for the cost of this suit which is Five Hundred Thousand Naira (N500,000.00) only.

The service of the writ of summons and other processes was effected on the defendants on the 24th day of November, 2021, and they could not deem it appropriate to file a notice of their intention to defend the action and even no any application is filed for a leave to extend the time within which they should file the notice of intention to defend the suit, the implication is that the defendants will be deemed to have admitted to the claim of the claimant. See the case of **A & S Ltd V. N.D.I.C. (2017) All FWLR (pt 880) p. 965 at 979, paras E – F** where the Supreme Court held that the failure to deliver notice of intention to defend means that the defendant has no defence to plaintiff's claim. It is tantamount to an admission by the defendant of the plaintiff's claim, and facts admitted need no further proof. However, in the instant case, the principal claim of the claimant is declaration in nature. Having the claimant couched it in such manner, it turn out to be that he has to succeed on the strength of his case and not on the weakness of the defendant's case, that is to say, judgment cannot be given on the admission of the defendant. See the case of **Abubakar v. INEC (2019) All FWLR (pt 1010) p. 207 at 337; paras. E – H** where the Court of Appeal, Presidential Election Petition Tribunal, Abuja held that where a party seeks

declaratory reliefs, he must succeed on the strength of his case and not on the weakness of the defence. If any a declaratory reliefs must be proved to the satisfaction of the court, notwithstanding default of defence, or any admission in the defendant's pleading. In the instant case and for the fact that the claimant couched his claims part of which is a declaratory in nature, this suit is not one of which it can be filed under the undefended list procedure, and to this, I therefore so hold. Also even one reason is enough to transfer the case to the general cause list. See the case of **Fed. Poly., Offa V. UBA Plc (2014) All FWLR (pt 737) at pp. 778 – 779; paras G – B** Per Ogubiyi JCA (as he then was):

“Incidentally the law does not make it incumbent on the appellants to exhibit floods or triable issues. In other words, one triable issue is sufficient to warrant a transfer of a case from the undefended list procedure to the general cause list for hearing.”

In the instant case, even though no notice of intention to defend the action is filed, however, for the fact that the principal claim is declaratory in nature, this reason alone serves as a ground to transfer this case to the general cause list, and to this, I so hold.

This matter is hereby transferred to the general cause list, and parties should do the needful.

Hon. Judge
Signed
25/4/2022

Appearances:

A. O. Ochogwu Esq appeared for the claimant.