

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

BEFORE: HON. JUSTICE O. C. AGBAZA

COURT CLERKS: UKONU KALU, GODSPOWER EBAHOR & ORS

COURT NO: 6

SUIT NO: FCT/HC/CV/BW/04/2016

BETWEEN:

CORNELIUS N. NWAPI.....CLAIMANT
(TRADING UNDER THE NAME & STYLE MIDLAND CHAMBERS)

VS

G. CAPPA PLC.....DEFENDANT

JUDGMENT

This action was brought under "Undefended List" Procedure on 8/12/2015, with leave of court by the Claimant against the Defendant for the Sum of ₦31,200,000.00 (Thirty-One Million, Two Hundred Thousand Naira) only being the sum due as Professional fees as per the bill of charges of 22/9/2014. The court upon determination of the Notice of Intention filed by the Defendant on 23/5/2016, the matter was subsequently, transferred to the General Cause List. Consequent upon to service by the Claimant on the Defendant on 4/4/2017 of the Statement of Claim, the Defendant failed to file Statement of Defence, rather filed a Notice of Preliminary Objection on 23/5/2016 praying the court to strike out the suit for want of jurisdiction, and which the court in a considered Ruling delivered on 27/2/2017 dismissed the Notice of Preliminary Objection. The Defendant failed to take

any steps, further. Consequent upon the Claimant Counsel's application the Claimant as PW1 opened his testimony on 14/3/2018. He adopted a 17 Paragraph Witness Statement on Oath sworn to 4/4/2017 as his oral testimony in proof of his case. And praying the court to enter Judgment in his favour.

In course of the Evidence-In-Chief of the PW1, the following documents were tendered in Evidence.

- (1) A letter dated 10/9/2004 addressed to Metroline Law Firm by the Defendant – Re-Engagement of Legal Services – Exhibit "A".
- (2) Letter dated 18/9/2014 addressed to Defendants by the Claimant as Exhibit "B".
- (3) Letter and attachments dated 5/11/2014 is Exhibit as "C".
- (4) A letter dated 7/11/2014 issued by Claimant to the Defendant as Exhibit "D".
- (5) Letter dated 5/11/2014 addressed to Director Lands, AGIS by Claimant as Exhibit "E".
- (6) Letter dated 24/11/2015 issued by the Claimant to the Defendant as Exhibit "F".

At the close of Claimant's case, the case was adjourned for cross-examination of PW1 by the Defendants, after several adjournments, the Defendant approach court on 18/9/2019 for out of court settlement, which the court granted, but unfortunately, settlement failed and the Defendant failed to take further steps. Consequently, the Defendant was foreclosed

from defending the case on 1/11/2021, and case proceeded to filing and adoption of Final Address. It is of note, that in all of these, the Defendant at each adjournment date served with several hearing notices.

On 14/9/2022, the Claimant adopted his Final Address.

In the Final Address, dated 17/11/2021 but filed on 18/9/2021, the Claimant Counsel, formulated one lone issue for determination, which is:

Whether the Claimant is entitled to judgment.

And submits, relying on several judicial authorities, that this claim is for liquidated demand and that the Claimant has satisfied the conditions for a claim of this nature and also relied on judicial authorities. See *Frazimex (Nig) Vs Doatee Concepts (Nig) Ltd* (2011) ALL FWLR (PT.589) 1139 @ 115317; *First Bank Nig Plc Vs Ndoma – GGBA* (2006) ALL FWLR (PT. 307) 1012 @ 1034 Para D – E; *Oyekanmi Vs NEPA* (2000) NWLR (PT.690) 414 @ 431 and Exhibit "C". And urge the court to grant the reliefs sought, the Claimant shown sufficiently that firstly it is liquidated money demand and satisfied all condition for the grants and also that the Defendants have failed to contest the Claimant's claim.

Having carefully giving insightful consideration to pleadings, the unchallenged evidence of the Claimant, the court shall adopt the only sole issue formulated by Claimant Counsel as the issue that calls for determination; which is;

"Whether the Claimant is entitled to the relief sought"

Firstly, it is in the records of court that the Defendants in this case were served with the processes, but did not file their defence to this Suit. It is trite law that where evidence is unchallenged and uncontroverted, the court is obliged to accept such evidence as true, correct and act on it. See case of Muomah Vs Enterprise Bank Ltd (2015) LPELR – 24832 (CA) where the court held;

“The law in my view is settled that where evidence given by a party to any proceedings was not challenged by the opposite party, who had the opportunity to do so, it is always open to this court seized of the proceedings to act on the unchallenged evidence before it”.

I am, however, quick to add that the minimum evidence, must be credible enough for the court to act on. See Zeneca Ltd Vs Jagal Pharm Ltd (2007) ALL FWLR (PT. 387) 938 @ 950 Para F – G.

In this instant case, the Claimant is seeking from the Defendant the payment of the sum of ₦31,200,000.00 (Thirty-One Million, Two Hundred Thousand Naira) only being the sum due to the Claimant as Professional fees as per the bill of charges dated 22/9/2014.

A careful perusal of the testimony of the PW1 – Claimant, and the documentary evidence tendered in proof of his case particularly, Exhibit “A” – Letter of Engagement, Exhibit “B” – Letter of Demand and Exhibit “D”; clearly shows that there exist a relationship between the Claimant and the Defendant, upon which the Claimant acted for his Professional capacity and in return to be remunerated for that service rendered. Consequent upon that, the Claimant sent to the Defendant his demand for payment along

with his bill of charges – Exhibit “B” and the acknowledgement of the said bill – Exhibit “C” by the Defendant and by Exhibit “D” – Acceptance pay.

From all of these, it is not in doubt that the Claimant is entitled to bring out this action against the Defendant for this liquidation sum; by virtue of Section 16 (1) of the Legal Practitioner Act, 1975 and on due compliance with conditions set out in the case of Oyekanmi Vs NEPA (supra) by the Claimant and by Section 16 (2) of the Legal Practitioner Act, thereof.

In all of these, the Defendant did not controvert these facts, rather by Exhibit “D” accepted to pay but refused. I have earlier stated the position of the law. Accordingly, Judgment is entered in favour of the Claimant as follows:-

- (a) The Claimant hereby ordered to pay the sum ₦31,200,000.00 (Thirty-One Million, Two Hundred Thousand Naira) only being the sum due to the Claimant as Professional fees as per the bill of charges dated 22/9/2014.

This is the judgment of court.

Signed
HON. JUSTICE C.O. AGBAZA
Presiding Judge
30/11/2022

APPEARANCE:

O.B. A. OCHOGI ESQ - FOR THE CLAIMANT

NO APPEARANCE FOR THE DEFENDANT

