

**IN THE HIGH COURT OF THE FEDERAL
CAPITAL TERRITORY, ABUJA
HOLDEN AT ABUJA**

ON MONDAY, 13TH DAY OF FEBRUARY, 2023

BEFORE HON. JUSTICE SYLVANUS C. ORIJI

SUIT NO. FCT/HC/CV/1491/2019

BETWEEN

AISHA S. ABBA

*[Suing through her Lawful Attorney,
Contech ventures Ltd.]*



CLAIMANT

AND

1. UMARA B. GASHUA

2. HONOURABLE MINISTER, FCT



DEFENDANTS

JUDGMENT

In paragraph 21 of the statement of claim filed on 8/5/2018 along with the writ of summons, the claimants seek the following reliefs against the defendants jointly and severally:

- a. A declaration that the Claimant is entitled to a statutory right of occupancy over Plot 476, Cadastral Zone B11, Kaura, FCT, Abuja.
- b. A Declaration that the activities of the Defendants on Plot 476, Cadastral Zone B11, Kaura, FCT, Abuja constitute trespass.
- c. An order mandating the 2nd Defendant to issue the Claimant a certificate of occupancy in respect of Plot 476, Cadastral Zone B11, Kaura, FCT, Abuja.
- d. N20,000,000.00 (Twenty Million Naira) damages against the Defendants.
- e. An order of perpetual injunction restraining the defendants whether 0by themselves, their agents, workmen, privies etc, from trespassing on or further trespassing on Plot 476, Cadastral Zone B11, Kaura, FCT, Abuja.
- f. 10% interest on the Judgment sum from the date of judgment till total liquidation of the judgment sum.

WITNESS STATEMENT ON OATH

1. That I am the Claimant's attorney's property manager by virtue of which I am conversant with the facts and circumstances of this case.

2. That I make this oath on behalf of the Claimant with her consent and authority and also with the authority of the Claimant's attorney.
3. That the Claimant is a civil servant and allottee of Plot 476, Cadastral Zone B11, Kaura, FCT, Abuja.
4. That the 1st Defendant is also a civil servant who claims ownership Plot 476, Cadastral Zone B11, Kaura, FCT, Abuja.
5. That the 2nd Defendant is the Honourable Minister of the Federal Capital Territory and custodian of all lands situate within the Federal Capital Territory.
6. That the subject matter of this suit Plot 476, Cadastral Zone B11, Kaura, FCT, measuring about 1,400m² was offered to the Claimant by the 2nd Defendant vide an offer of terms of grant/conveyance of approval dated 17th May, 2001. The said offer letter is hereby attached and marked **ANNEXURE A**.
7. That the said offer made to the Claimant was duly accepted vide an Acceptance Letter dated 6th June, 2001. The said acceptance letter is hereby attached and marked **ANNEXURE B**.
8. That by virtue of the acceptance of the offer made to her by the 1st Defendant on 6th June, 2001, there exists a contract between

her and the 2nd Defendant in respect of Plot 476, Cadastral Zone B11, Kaura, FCT, Abuja.

9. That the Claimant donated a power of attorney in respect of the said Plot to Contech Ventures Ltd. who has been taking care of, supervising and managing the said Plot of land. The said power of attorney is hereby attached and marked **ANNEXURE C.**
10. That upon acquisition of the said Plot, the Claimant took possession of same and constructed dwarf fence around it to secure its dimensions.
11. That sometime in 2011, the Claimant paid the sum of N150,000.00 (One Hundred and Fifty thousand Naira) to the 2nd Defendant for the processing of a certificate of occupancy in respect of the said Plot. The receipt duly issued by the Abuja Geographical Information System (AGIS) evidencing the payment of the said Certificate of Occupancy fee is hereby attached and marked **ANNEXURE D.**
12. That at all times relevant to this suit the claimant has always been in exclusive possession of the said Plot. However, sometime in January, 2018, I visited the Plot only to discover

that the dwarf fence, raised by the Claimant has been completely removed.

13. That I reported the incident to the Claimant's attorney who directed me to go back and find out who the trespasser was.
14. That on my second visit to the Plot on February, 10th 2018, I saw some workers clearing the Plot preparatory for construction. I asked the workers the name/identity of the person who brought them to work on the Plot but they did not tell me. I made several efforts to ascertain the identity of the trespasser to no avail.
15. That my boss, Chief Cosmos Ndulue, the Managing Director of the Claimant's attorney, came to Abuja from Lagos and went to the Abuja Geographical Information Systems (AGIS) with me to enquire about the status of the Plot and the identity of the person trespassing thereon and was reliably informed that the 1st Defendant was the person trespassing on the said Plot.
16. That the allocation made to the Claimant by the 2nd Defendant has full Ministerial Approval. The said Ministerial Approval made on 17th May, 2001 is hereby attached and marked **ANNEXURE E.**

17. That the claim made by the 1st Defendant on the said Plot has no legal basis as the 2nd Defendant never granted any Ministerial Approval to the 1st Defendant in respect of the Plot.
18. That the said Plot was never at any time revoked by the 2nd defendant and that she was never at any time served with a notice of revocation in respect of the said Plot.
19. That the 1st Defendant is a professional land speculator/grabber who connived with some officials of the Abuja Geographical Information Systems (AGIS) to grab and appropriate the Claimant's Plot.
20. That the 1st Defendant will continue to trespass on the Claimant's Plot unless compelled to desist from doing so by this Honourable Court.
21. That the unlawful activities of the 1st Defendant on the said Plot have caused the Claimant a substantial damage.
22. That I make this oath in good faith believing same to be true and correct in accordance with the Oaths Act, 2004.

ISSUE FOR DETERMINATION.

Whether from the facts and evidence adduced before the court, the Claimant has established her claim against the defendant.

From paragraph 5.1 to 5.3, counsel referred to **IDUNDUN V OKUMAGBA (1976) 9 &10 SC 227 at 246-250, KARIMU V FAJUBE (1968) NMLR 151** and others to support the principle that there are five ways to prove ownership or title to land and none is superior to the other and any one of them suffices.

However, in FCT, ownership or title to land can only be issued under the hand or given with the consent of the Minister of the Federal Capital Territory. Cited Sections 297 (2) and 304 of the 1999 Constitution (as amended) Sections 1(3) and 18 of the FCT Act, Section 51 (2) of the Land Use Act and **ONA V ATENDA (2000) 5 NWLR (PT656) 244, MADU V MADU (2008) 6 NWLR (PT 1083) 296.**

From paragraph 5.4 to 5.6, counsel contended that by proof of documentary evidence, tendered Exhibit 1 which support the oral evidence of the PW1 during trial. Cited **KOTUN V OLASEREWE (2010) 1 NWLR (PT 1175) 411 at 437 para E-F, FASHANU V ADEKOYA (1974) 6 SC 83** and others which support the principle

that “documentary evidence always serves as a hanger from which to assess oral testimony”.

That the documentary and oral evidence was not challenged by the defendants. Cited **ISITOR V FAKARODE (2008) 1 NWLR (PT 1069) 602at 621** and another to support the principle that “unchallenged evidence of a party must be accepted by the Court and accorded deserved probative value”.

From paragraph 5.7 to 5.13, counsel cited Section 133 (2) of the Evidence Act to the effect that the Claimant has discharged the burden placed on her by law of probative and credible evidence adduced by PW1 and documentary evidence hence, the burden by law shifted to the Defendants. Referred to **ELEMA V AKENZUA (2000) 6 SC (PT 111) 26 at 37-38**. That the failure of the Defendant to file his statement of Defence and lead evidence to rebut the case presented by a Claimant amounts to an unequivocal admission of the Claimant’s claim. Cited **OKOEBOR V POLICE COUNCIL (2003) 12 NWLR (PT 834) 444 ratio 3** and **NWADIKE V IBEKWE (1987) 4 NWLR (PT 67) 718 ratio 29**, where the court held that “where a Defendant fails to file a defence, he will be deemed to have admitted the Claim or relief in the statement of Claim”.

Counsel further contended that where the only pleading filed is the statement of claim, absence of a statement of defence by the Defendant means that no issue is joined. Referred to **EGESIMBA V ONUZURUIKE(2002) 15 NWLR (PT 791) 466**.

CONCLUSION

Urged the court to grant all the reliefs sought.