

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY**  
**IN THE ABUJA JUDICIAL DIVISION**  
**HOLDEN AT COURT 45 SITTING IN WUSE ZONE 2, ABUJA**  
**BEFORE HIS LORDSHIP: THE HON. JUSTICE ELEJO ENENCHE**  
**DELIVERED ON 23<sup>ND</sup> DAY OF FEBRUARY, 2023**

SUIT NO.: FCT/HC/CV/339/2022

**BETWEEN:**

LAWAL BUSOLA ..... CLAIMANT

AND

1. SAPPHIRE SCENTS LIMITED  
2. ADEWALE ALADEJANA } ..... DEFENDANTS

**JUDGMENT**

**THIS IS** a matter under the Undefended List procedure, which is a truncated form of civil hearing meant for the expeditious hearing and disposal of civil claims for debts or liquidated money demands, which are straightforward, uncontested and incontestable, and there is no genuine defence on the merits. See ***WEMASEC v NAIC [2015] 16 NWLR (PT. 1454) 93*** and ***UBA PLC v JAGARBA [2007] 11 NWLR (PT. 1045) 247 at 272.***

The records in the case file before me show that the Defendants were duly served with the writ of summons and accompanying

supporting affidavit and annexures/exhibits , but they made no reaction to the suit entirely.

The applicable rules enjoin a defendant who is desirous of defending a matter fixed for hearing on the Undefended List to file a notice of intention to defend supported by an affidavit disclosing a defence on the merits at least five (5) days before the date fixed for hearing.

In this case, the Defendant has not filed any notice of intention to defend supported by an affidavit showing cause or otherwise disclosed a defence on the merits. In such a situation, the court is obligated as a matter of law to proceed to enter judgment for the claimant without further assurance. See ***BEN THOMAS HOTEL LTD v SEBI FURNITURE LTD [1989] 5 NWLR (PT. 123) 523 at 529.***

The claim as endorsed in the writ of summons issued out of the Registry of this Court is for:

- a. **AN ORDER OF THIS HONOURABLE COURT MANDATING** the Defendants to jointly and/or severally pay to the Claimant the sum of **₦4,000,000.00 (Four Million Naira)** only as the Claimant's **Return On Investment (RoI) on the capital investment of ₦4,000,000.00 (Four Million Naira)** only invested by the Claimant in the Defendant's business of sale of rare fragrances such as Oud, frankincense, myrrh and Amouage oils by virtue of the Memorandum of Understanding dated

24<sup>th</sup> day of April, 2019 for the periods of November, 2019 – April, 2020, May, 2020 – October, 2020, November 2020, - April 2021, May, 2021 – October, 2021 (at **₦1,000,000.00** ROI per 6 Months), which sum has crystalized as a debt payable by the Defendants to the Claimant).

- b. **AN ORDER OF THIS HONOURABLE COURT MANDATING** the Defendants to jointly and/or severally pay to the Claimant the sum of **₦4,000,000.00 (Four Million Naira)** only as the Claimant's **capital investment** in the Defendants' business of sale of rare fragrances such as Oud, frankincense, myrrh and Amouage oils by virtue of the Memorandum of Understanding dated 24<sup>th</sup> day of April, 2019 which sum is refundable to the Claimant and has crystalized as a debt payable by the Defendants to the Claimant.
- c. **AN ORDER OF THIS HONOURABLE COURT COMMANDING** the Defendant to additionally remit to the Claimant her entitlement under the Memorandum of Understanding dated 24<sup>th</sup> day of April, 2019 from November, 2021 till the full liquidation of the judgment which sum is a debt payable by the Defendant to the Claimant.
- d. 15% interest on the said total sums of money per annum from the date of judgment until the full liquidation of the judgment sum.
- e. And the cost of filling and prosecuting this suit.

Annexed to the 5-paragraphed affidavit in support of the writ are Exhibits marked BL1-5, which amply verify the Claimant's claim.

As there is no notice of intention to defend disclosing a defence on the merits, it seems to me that this is a proper case in which to proceed to enter judgment for the Claimant without more pursuant

to Order 35 Rule 4 of the High Court of the Federal Capital Territory, Abuja (Civil Procedure) Rules, 2018. See ***BEN THOMAS HOTEL LTD v SEBI FURNITURE LTD (1989) LPELR-769(SC) (Pp. 21 paras. D).***

I however note that the agreement is certain as to the tenure of the invested sum. From Exhibit BL1, the agreement was entered on 24<sup>th</sup> April 2019 and it provided in clause 1 that "the investor shall provide to the principal a cash sum of (N4,000,000) four million naira only for a term of 6 months. I note that from clause 5, if the investor wants to walk away after the first 6 months, then she must give the principal a notice of one month. Not having given that notice on the record, it is right to assume that that invested sum has continued to be rolled over since then.

Accordingly, judgment will be and is hereby entered in favour of the Claimant as claimed in the following terms;

- a. **AN ORDER OF THIS HONOURABLE COURT is hereby made MANDATING** the Defendants to jointly and/or severally pay to the Claimant the sum of **₦ 4,000,000.00 (Four Million Naira)** only as the Claimant's **Return On Investment (RoI) on the capital investment of ₦4,000,000.00 (Four Million Naira)** only invested by the Claimant in the Defendant's business of sale of rare fragrances such as Oud, frankincense, myrrh and Amouage oils by virtue of the Memorandum of Understanding dated 24<sup>th</sup> day of April, 2019 for the periods of

November, 2019 – April, 2020, May, 2020 – October, 2020, November 2020, - April 2021, May, 2021 – October, 2021 (at **₦ 1,000,000.00** ROI per 6 Months), which sum has crystalized as a debt payable by the Defendants to the Claimant).

- b. **AN ORDER OF THIS HONOURABLE COURT is hereby made MANDATING** the Defendants to jointly and/or severally pay to the Claimant the sum of **₦ 4,000,000.00 (Four Million Naira)** only as the Claimant's **capital investment** in the Defendants' business of sale of rare fragrances such as Oud, frankincense, myrrh and Amouage oils by virtue of the Memorandum of Understanding dated 24<sup>th</sup> day of April, 2019 which sum is refundable to the Claimant and has crystalized as a debt payable by the Defendants to the Claimant.
- c. **AN ORDER OF THIS HONOURABLE COURT COMMANDING** the Defendant to additionally remit to the Claimant her entitlement under the Memorandum of Understanding dated 24<sup>th</sup> day of April, 2019 from November, 2021 till the full liquidation of the judgment which sum is a debt payable by the Defendant to the Claimant.
- d. The sums shall attract post-judgment interest at the rate of 10% per annum with effect from today, 23/02/23 until the entire judgment sum is fully liquidated.
- e. I assess the costs of this action at ~~₦~~200,000.00 (Two Hundred Thousand Naira) in favour of the Claimant against the Defendant.

------(Signed)

**Eleojo Enenche**

23/02/23

**HON. JUDGE**