

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY**  
**IN THE ABUJA JUDICIAL DIVISION**  
**HOLDEN AT COURT NO. 4, MAITAMA ON THE**

**9<sup>TH</sup> DAY OF OCTOBER, 2023**

**BEFORE HIS LORDSHIP: HON. JUSTICE U. P. KEKEMEKE**

**SUIT NO. FCT/HC/CV/1500/2018**

COURT CLERKS: *JOSEPH ISHAKU BALAMI & ORS.*

**BETWEEN:**

1. ERT-LIGHTHOUSE LTD } ... CLAIMANTS  
2. IDEAS HOUSE MARKETING COMMUNICATIONS LTD }

**AND**

1. HIBA U. AHMED } ..... DEFENDANTS  
2. ISHIAKU MUSA }

**JUDGMENT**

By a Writ of Summons dated and filed on the 3<sup>rd</sup> April 2018, which was subsequently amended vide an Amended Statement of Claim dated 12/10/2021 but filed on the 20<sup>th</sup> day of December 2021, the Claimant claims against the Defendants as follows:

(1) A Declaration that the agreements both oral and written entered into between the Claimants and the

Defendants as regards the Defendants' getting the 1<sup>st</sup> Claimant the allocation of 1.9 hectares of land in Gudu, Abuja and the 2<sup>nd</sup> Claimant, a Federal Government Residential Building at No. 26 Lake Chad Crescent, Opposite MTN Maitama, Abuja which was up for sales by the government are valid and enforceable.

- (2) A Declaration that the Defendants have breached the agreements.
- (3) A Declaration that the Claimants are entitled to claim damages from the Defendants for the breach of the agreements.
- (4) A refund of the sum of ~~N~~51 Million only by the Defendants to the Claimants being money paid to the Defendants for the aforesaid 1.9 hectares of land and Residential Building at No. 26 Lake Chad Crescent, Opposite MTN, Maitama, Abuja.

(5) 2% (percent) monthly interest from May 2017 on the 26 Million specifically paid by the Claimants in respect of the Federal Government Residential Building at 26 Lake Chad Crescent, Opposite MTN, Maitama, Abuja.

(6) ₦150 Million as damages.

(7) ₦7 Million as cost of the action.

The Claimants opened their case and called one (1) witness in proof thereof. He is Nzekwe Nkenna Kingsley. He said orally that he lives at Plot 105, 1 Road, Phase 4, Kubwa, Abuja.

That he is a Civil Engineer and a businessman. He swore to a Witness Statement on Oath on the 20<sup>th</sup> of December 2021. He adopted same as his oral evidence.

In the said Written Statement, he said he is a **director of the 1<sup>st</sup> Claimant** and a Manager of the 2<sup>nd</sup> Claimant. That

the 1<sup>st</sup> Defendant is a civil servant in the employment of Federal Capital Territory Administration and currently in the Archives Department. The 2<sup>nd</sup> Defendant is a businessman and a partner of the 1<sup>st</sup> Defendant.

That sometime in October 2016, one Barrister Sharon introduced Claimants to 1<sup>st</sup> Defendant at a time when Claimants wanted to purchase some property.

The 1<sup>st</sup> Defendant promised to get Claimants any land and property from Abuja Geographic Information Systems as well as Federal Government Committee on the Sales of Federal Government Property.

The 1<sup>st</sup> Defendant later introduced 2<sup>nd</sup> Defendant as her partner. The Claimants and Defendants had discussion and agreed that the Defendants shall get the Claimants allocation of 1.9 hectares of land in Gudu, Abuja and a Federal Government Residential Building at No. 26, Lake

Chad Crescent, Opposite MTN Maitama, Abuja which was up for sales by the government.

That after discussion and terms agreed upon, the Defendants instructed Claimants to pay the agreed sum for the aforementioned two properties into the account of the 2<sup>nd</sup> Defendant.

That the Defendants shall deliver to the Claimants the two properties within three months from the date of payment. That Claimants via one of their Directors made a total payment of ₦51 Million to the Defendants as agreed.

That long after the agreed time for delivery of the properties, the Defendants could not fulfil their agreement.

On the 4/07/2017, the 2<sup>nd</sup> Defendant executed agreement with the Claimant on the way forward. The agreement was witnessed by the 1<sup>st</sup> Defendant.

The Defendants agreed to refund the sum of ₦51 Million to the Claimants on the 20/10/2017 with a monthly interest of 2% from May 2017 on the ₦26 Million paid for the property. The Defendants again refused to keep the agreement.

The Claimants wrote the Defendants letters of demand but the Defendants refused to acknowledge the said letter of demands. The Defendants have neither delivered the two properties nor refunded the Claimants' money.

That the action of the Defendants have caused and continued to cause the Claimants, their staff and business a lot of loss, trauma and pain.

The Defendants failed, refused and or neglected to cross-examine the Claimants despite all opportunities and the service of Hearing Notices to that effect.

The Claimants' Final Written Address is dated 1/03/2023. The Claimants' Counsel raised an issue for determination: "Whether the Claimants are entitled to the reliefs sought."

Learned Counsel urges the Court to hold that the Claimants have discharged the onus of proof, their evidence being unchallenged.

That the Claimants' evidence show sufficient proof. That the Claimants tendered several exhibits without contention. That Defendants failed to refute or deny any of the claims.

Learned Counsel to the Claimants urges the Court to resolve the issue in favour of the Claimants against the Defendants.

This matter is undefended. The sole issue posited for determination is: Whether the Claimants are entitled to the reliefs sought.

It is the duty of the Claimants to prove their case on the preponderance of evidence and balance of probability. The law is well settled that he who asserts must prove.

In proof of their case, PW1 tendered Exhibit A - Certificate of Compliance.

Exhibit A1 is a transfer receipt by **Ufomba** Augustine Nwauju to M/S Hi-Star Services Ltd in the sum of N1 Million.

Exhibit A2 is a transaction receipt from Ufomba Augustine Nwauju to Ishiaku Musa for ₦1 Million.

Exhibit A3 is another transaction receipt from Ufomba, Augustine Nwauju to Ishiaku Musa in the sum of N5 Million.

Exhibit A4 is another transaction receipt from Ufomba Augustine Nwauju to Ishiaku Musa in the sum of N5 Million.

Exhibit A5 is another transaction receipt from Ufomba Augustine Nwauju to Ishiaku Musa for ₦5 Million.



Exhibit A6 is another transaction receipt from Ufomba Augustine Nwauju to Ishiaku Musa for ₦5 Million.

All the above transactions, Exhibits A2 - A6 were made on the same date, 18/10/2016.

Exhibit A7 - is a transfer of ₦10 Million from Ufomba Augustine Nwauju to Ishiaku Musa.

Exhibit A8 - another transaction receipt for ₦5 Million from Ufomba Augustine Nwauju to Ishiaku Musa.

Exhibit A9 is another receipt for ₦10 Million from Ufomba Augustine Nwauju to Ishiaku Musa.

The above are dated 20/10/2016.

Exhibits A10 - A13 are Statements of Account. Exhibits B & B1 are the Memorandum of Understanding executed between Ideas Marketing Communication Ltd and Ishiaku Musa.

Evidence is one way. The Defendants failed to put any evidence on their side of the imaginary scale. The

evidence of course preponderates on the side of the Claimants.

The Claimants' evidence, both documentary and oral are not controverted. They are cogent and credible. They are not impugned. In the circumstance, I accept them as truth of the matter in issue.

There is no doubt there was an agreement as borne out by evidence. The said agreement was breach culminating into Exhibits B & B1, which were also not kept.

Judgment is entered in favour of the Claimants against the Defendants as follows:

- (1) The Defendants shall refund the payment of ₦51,000,000 (Fifty One Million Naira) made by the Claimant in respect of the purchase of 1.9 hectares of land at Gudu and Federal Government Residential Building, Maitama, which said transaction failed.

- (2) 2% interest on the ₦26 Million from May 2017 till date as contained in Exhibit B1.
- (3) Ten Million Naira (₦10,000,000) as damages.
- (4) ₦500,000 (Five Hundred Thousand Naira) as cost of the action.

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**HON. JUSTICE U. P. KEKEMEKE**  
(HON. JUDGE)  
09/10/2023

Parties absent.

A. I. Aroye, Esq. for the Claimant.

Defendants not represented.

**COURT:** Judgment delivered.

(Signed)  
**HON. JUDGE**  
09/10/2023