IN THE HIGH COURT OF JUSTICE FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT HIGH COURT MAITAMA –ABUJA

BEFORE: HIS LORDSHIP HON. JUSTICE S.U. BATURE

COURT CLERKS: **JAMILA OMEKE & ORS**

COURT NUMBER: **HIGH COURT NO. 24**

CASE NUMBER: **SUIT NO. FCT/HC/CV/2212/2020**

DATE: **20/03/2024**

BETWEEN:

1. **KAMBA CONSULTANT COMPANY**
2. **ENGR. FRED O. ELIKE**

CLAIMANTS

AND

1. **BORMAN AND COMPANY LTD**
2. **DR. (MRS) AISHA VALERIE LAWAL**

DEFENDANTS

APPEARANCE:

C. M. ChikweEsq with Botu Samuel Esq for the Claimant.

2nd Claimant in Court.

IfeyinwaOkwonkwoEsq for the Defendants.

JUDGMENT

This Suit was instituted via a writ of summons dated 16th July, 2020 with suit no. CV/2212/2020 wherein the claimants sought this Honourable Court for the following reliefs;

1. **A DECLARATION that the oral cancellation and/or repudiation of a written Agreement/contract between the 1st and 2nd defendants and 1st and 2nd plaintiffs, is unjustifiable**

in law, null and void, oppressive and constitutes a breach of the Agreement dated 6th day of May, 2020 on the subject matter between the parties.

2. **DAMAGES against the 1st and 2nd Defendants to the tune of N50,000,000.00 (Fifty Million Naira) only as general damages suffered by the 1st and 2nd plaintiffs pursuant to the 1st and 2nd plaintiffs performing their obligations more than 50% of their Agreement dated 6th Day of May, 2020 on the subject matter between the parties.**

3. **Damages against the 1st and 2nd defendants to the tune of $12,500,000.00 (Twelve Million Five Hundred Thousand Dollars) as special damages suffered by the 1st and 2nd plaintiffs. As a result of failure of the 2nd defendant to deliver on her obligation of a foreign contract between Technixs Marine Services Limited and the 2nd Defendant and the 2nd plaintiff was the facilitator to the tune of $130,000,000.00 (One Hundred and Thirty Million US Dollars) which lack of performance by the 2nd defendant made the 1st party Technixs Marine Services to walk away. As a result the 2nd plaintiff lost the sum of $12,500,000.00 which was the commission to the tune of $130,000.00 (One hundred and Thirty Million US Dollars) which lack of performance by the 2nd defendant made the 1st party Technixs Marine Services Limited to walk away. As a result the 2nd plaintiff lost the sum of $12,500,000.00 (Twelve Million Five Hundred Thousand U.S Dollars) which was 2nd plaintiffs commission from the transaction as a facilitator.**

4. **DAMAGES against the 1st and 2nd defendants as may be calculated and determined by the Honourable Court as special damages of N20,000.00 (Twenty Thousand Naira) only daily as from the 18th day of June 2020 being cost incurred by the 2nd plaintiff daily from the unlawful and**

forceful seizure of Mercedes Benz CLS 550 Saloon car with chassis No. WDDDJ75X56AO41179, registration No. FKJ860DR valued at N12,000,000.00 (Twelve Million Naira) only belonging to the 2nd plaintiff which the 2nd plaintiff drove to the premises of the office of the 2nd defendant on the 18th June 2020 and she seized the key forcefully by self-help and kept it in her custody since then.

5. **A DECLARATION by the Honourable Court as illegal, null and void, the unwholesome and unlawful act of forcefully seizing on the 18th of June , 2020, 2nd plaintiffs Mercedes Benz CLS550 Salon car with registration number FKJ860DR, Engine No. WDDDJ75X56AO41178 valued at about N12,000,000.00 (Twelve Million Naira) only.**
6. **AN ORDER of this Honourable Court releasing the aforementioned Mercedes Benz 550 CLS Salon car to the 2nd Plaintiff forthwith.**
7. **AN ORDER of Interlocutory injunction restraining the 2nd defendant from using security Agencies or self help to intimidate and/or embarrass, harass, persecute the 2nd plaintiff until the final determination of the substantive suit.**

Any other suitable reliefs that this Honourable Court may deem fit to make in the circumstances of this case.

Filed in support is a 27 paragraph witness statement on oath deposed to by one Engr. Fred.O. Elike, (the 2nd claimant in this suit) dated 16th July, 2020, a certificate of pre-action counseling, list of witnesses to be called, list of documents to be relied upon and annextures marked Exhibits respectively.

In opposition, the defendants filed a notice of preliminary objection challenging the jurisdiction of this court in this matter, dated 17th August 2020, which was supported by a six paragraph affidavit deposed to by one Chisom Ibe, litigation clerk in the firm of Bethsaida Chambers- the

representatives of the defendants in this matter, as well as annextures marked exhibits and a written address in support also dated 17th August, 2020.

Equally filed in response by the claimants was a 38- paragraph affidavit deposed to by Engr. Fred. O. Elike, the 2nd claimant in this matter, annextures marked exhibits and a written address in support dated 8th February, 2021.

Furthermore, the defendants filed a reply on points of law on the 15th of February 2021.

Ruling was delivered by this honourable Court on the 1st of April 2021 ordering the claimants to properly serve the defendants in order for the parties to properly be before the court. A subsequent ruling was passed on the 21st of March 2022 where the court held that the failure of the defendants to file a stay of proceedings as required by law and the filing of a preliminary objection instead, shows that the defendants have waived their rights embedded in the Arbitration clause they sought recourse to in order to quash the jurisdiction of this Honourable court, hence the court has jurisdiction to entertain the suit.

A motion on notice with suit no. M/9275/2020 was filed by the claimants dated 20th August 2020, where the claimants sought this Honourable Court for an Order releasing the 2nd Claimant's Mercedes Benz CLS 550 Salon car to the claimants by the defendants. This was supported by a 14- paragraph affidavit deposed to by one Andrew Effiong, the litigation clerk in the firm of Bethsaida Chambers- the representatives of the defendants, as well as a written address in support dated 25th June 2021.

Ruling was passed on the above motion on the 6th of June, 2022 where the Court held that the prayers sought touched on the substantive suit and hence cannot be granted at an interlocutory stage.

Consequently, the defendants filed a Joint defendants' statement of defence and counterclaim dated 15th February 2023, supported by a 24-

paragraph witness statement on oath deposed to by one Chief Sola Olayede also dated 25th June, 2021.

In response, the Claimants filed a reply to the defendants' statement of defence and counterclaim, filed 26th May, 2023.

During the Examination- in- chief of CW1 conducted on the 24th of October, 2022, the following exhibits were admitted in evidence and marked as follows;

1. Company Profile of Borman and Company Limited was marked Exhibit 'A'
2. Photocopy of a letter of LINC Oil and Gas Nig. Ltd dated 11th May 2020, addressed to the Hon. Minister for Petroleum Resources (State) Abuja was marked Exhibit 'B'
3. An acknowledgement copy of a letter by LINC Nig ltd Oil and Gas dated 11th May 2020, was marked Exhibit 'C'
4. Photocopy of Handwritten letter by Fred Elike of Kamba Consultant company limited dated 6th May 2020 was marked Exhibit 'D'
5. A reciprocal confidentiality, non-disclosure and non-circumvention agreement was marked Exhibit 'E'
6. A letter by Santa Oil date May 12, 2020 along with 4 attachments were marked Exhibits F1- F5 respectively
7. A Memorandum of Agreement made on 26th March 2020, between Technixs Marine Services Ltd and Borman and Company ltd was marked Exhibit 'G'
8. A Memorandum of Agreement made on 26th March 2020, between Technixs Marine Services ltd and Kamba consultant company ltd was marked Exhibit 'H'
9. A company profile of LINC Nig. Ltd was marked Exhibit 'I'
10. Vehicle particulars were collectively marked Exhibit 'J'

Final written addresses of both claimants and defendants were adopted before this Honourable Court on the 22nd of January, 2024.

In the defendants' final written address dated and filed 18th December 2023, counsel to the defendants raised two issues for determination thus:-

> ***"Whether the claimants from the pleadings and evidence led has proved their case against the defendants on the preponderance of evidence to be entitled to the grant of the reliefs sought"***
>
> ***"Whether the defendants proved their counterclaim such that the court will be swayed to enter judgment in favour of the defendants"***

In arguing the first issue, counsel to the defendants began by stating that the claimants flooded the court with mere acknowledgement papers from the NNPC claiming it was evidence that he had completed the assignment for which he collected a sum of N11,500,000 (Eleven Million Five Hundred Thousand Naira) only. Counsel stated that this is not the correct position. He stated that the grund norm of the contract is the hand-written agreement on the letter headed paper of the 1st claimant, duly signed by the 2nd claimant. Counsel then reproduced excerpts of the handwritten agreement for emphasis on referred points.

Counsel further stated that the 2nd claimant admitted that the agreement is vague but it can be deduced that the claimants were engaged to deliver LNG to the defendants' partner. He stated that the agreement further specified that the claimants shall deliver lifting license and therefore the acknowledgment papers of the NNPC cannot be said to be enough, as the contract envisaged the delivery of LNG and the procurement of lifting license.

Moreso, counsel stated that the defendants' counterclaim and evidence supported the above assertion and that the case of the claimant is a case of breach of the contract between the claimants and the defendants with a consideration of N11,500,000 (Eleven Million, Five Hundred Thousand Naira) only, which the 2nd claimant acknowledged receipt of in paragraph 3(d) of the joint counterclaim. Reliance was placed on the case of

DUNLOP PNEUMATIC TYRE LTD V SELFRIDGE & CO. LTD (1915) AC 847.

In another submission, counsel to the defendants stated that there is a binding contractual ingredient in the relationship between the claimants and the defendants because there exists a precise and unmistaken offer, an unconditional acceptance of the terms mutually agreed upon by the parties supported by consideration in the sum of N11,500,000(Eleven Million Five Hundred Thousand Naira) only. Reference was made to the case of. ***ELENWA V EKONG (1999) 11 NWLR (PT.625) P.55 AND AMANA SUITES HOTEL LTD V PDP (2007) 6 NWLR (PT 103), 453***

Counsel stated that parties are bound by the terms agreed to in the contract and that a court of law must always respect the sanctity of the agreement reached by the parties. Reliance was placed on the case of ***UBN LTD V OZIGI (1994) 3 NWLR (PT. 333) P. 385***

He further stated that the claimants are obligated to procure license for the lifting of the said petroleum product as the defendants have given the sum of N11,500,000 (Eleven Million Five Hundred Thousand) as consideration. Counsel therefore submitted that the claimants breached the agreement they willingly entered into, and collected the said consideration sum, and that the consequence of breach of the agreement ought to be the refund of the said consideration sum to the defendants with interest and the granting of the defendants' counterclaim, and urged this Honourable Court to so hold.

Reliance was then placed on the cases of ***TERIBA V ADEYEMO (2010) LPELR- 3143 (SC) PP. 24- 25 PARAS D-A; PEOPLES DEMOCRATIC PARTY (PDP) & ORS V BARR. SOPULUCHUKWU E. EZEONWUKA & ANOR (2017) LPELR- 425, 63 (SC); SALEH V MONGUNO & ORS (2006) LPELR- 2992 (SC) AND ADEDEJI V OBAJIMI (2018) LPELR-44360 (SC).***

In arguing the second issue, counsel to the defendants began by stating that they answer the second issue that they raised in the positive andurged

this Honourable Court to hold that the defendants have proved their counterclaim against the claimant on the preponderance of evidence and balance of probabilities from the pleadings and evidence led and as such is entitled to all the reliefs sought.

He stated that the law is that burden of proof in civil cases are discharged on the balance of probabilities and made reference to section 134 of the Evidence Act 2011 and the cases of ***INTERDILL NIG. LTD. & ANOR V UBA PLC (2017) LPELR- 41907 (SC); SULE & ORS V ORISAJIMI (2019) LPELR- 47039 (SC).***

Consequently, counsel stated that having established the above position of the law, it behooves the Court to accept and act on the counterclaim as it constitutes sufficient proof of the defendants' claim especially as it is unchallenged and uncontroverted. Reference was made to the case of ***KOPESK CONSTRUCTION LTD V EKISOLA (2010) LPELR- 1703 (SC)***

Counsel stated further, that the position of the law is that where a defendant counter-claims against a claimant, the claimant is duty bound to file a reply in defence to the counterclaim and that failure to do so will entitle the court to assume that the claimant has no defence to the counterclaim and enter judgment for the defendant accordingly. Reliance was placed on the case of ***USMAN V GARKE (2003) 14 NWLR (840) 261 SC; OGBONNA V A.G IMO STATE (1992) 1 NWLR PT. 220 6475.***

Moreso, counsel submitted that the issue at hand is a case of unchallenged evidence which shall be treated as sufficient proof and need no further proof. Reference was then made to the case of **ONWUKA V OMOGUI (1992) 3 NWLR (PT. 230) 393 AND ELF NIG. LTD V SIDO (1994) 6 NWLR (PT. 350), 262.**

In his final submission, counsel stated that on the issue of the Mercedes Benz vehicle, the defendants have informed the court through their pleadings and evidence that the car is with the Nigerian Police and prayed

this Honourable Court to discountenance all the prayers in the claimants' pleadings and hold in favour of the defendants.

In the final written address of the claimants dated 29th December 2023, two issues for determination were equally formulated as follows:-

> ***"Whether the claimants from the pleadings and evidence elicited has proved their case against the defendants on the preponderance of evidence to be entitled to the grant of the reliefs sought."***
>
> ***"Whether the defendants on their own were able to prove their counterclaim to warrant the court to enter their judgment in their favor based on the preponderance of evidence."***

In arguing the first issue, counsel to the claimants began by stating that the 2nd claimant based on the Memorandum of Agreement (MOA) enforced by the parties dated 6th May 2020, gave the 2nd claimant two weeks to deliver the applications and get acknowledgement to show that the applications have been received by the Hon. Minister of State for Petroleum Resources and NNPC with the said MOA tendered as an exhibit. He stated that the two weeks acknowledgement was met by the 2nd claimant and also tendered documents in proof of same. Counsel stated further that the obligation given to the 2nd claimant was to merely perfect the documents referred above and that the claimants don't have the capacity to deliver LNG nor give or issue license to the defendants as it is the Hon. Minister of State for Petroleum Resources that has the capacity to do so and not the claimants. He stated that the 2nd defendant is only speculating and that the said obligation was not envisaged in the MOA. Counsel then stated that whoever comes to Court with an allegation must be saddled with the duty to furnish the court with corroborative evidence to that effect.

In another submission, counsel stated that parties to an agreement or contract are bound by its terms and conditions and that parole evidence cannot be used to alter its terms. Reliance was placed on the cases of

SAMUEL ISHENO V JULIUS BERGER NIG. PLC (2008) 33 (PT 1) NS COR 296 AT PG. 329; EGBERENBA V OSAGIE (2009) 40 NSCQR 469 AT 481; AGBI V OGBEH (2005) 8 NWLR (PT. 926) PG. 40 AT 134 PARAS A-D; ACB PLC V EMOS TRADE LTD (2006) 35 10 WRN 42 AT LINES 15-35

Consequently, counsel stated that the 2nd defendant also commissioned the claimants to register LINC with NNPC, DPR AND PPMC to enable LINC to engage in Oil and Gas activities in Nigeria. He stated that the claimants did all of the above and that the evidence has been tendered before this Honourable Court as well as other obligations given to the claimants which were completed. Reference was made to Paragraphs 16, 17, 18, 19 and 20 of their Joint Statement of Claim.

Counsel further stated that in civil cases, proof is based on the preponderance of evidence which the claimants have done and that the defendants on their own part failed to provide vital documents that were requested to actualize the said project which are; current tax clearance certificates, industrial training fund ceritificates, and Bank reference letter of 1st defendant.

Consequently, counsel stated that in view of the above, the 2nd claimant went along with his support staff- Gado Elike, to the house of the 2nd defendant on the 18th of June 2020, with his Mercedes Benz CLS 550 salon car but the 2nd defendant forcefully collected the car keys from the afore-stated support staff and walked the said staff out of the house. He stated that the car is still with the 2nd claimant and there was no police arrest or any problem between the 2nd claimant and the 2nd defendant as to warrant the seizure of his car. He further stated that there is no police report from the 2nd defendant to show this Honourable Court that the police is with the said car and that the defendants are trying to mislead this Honourable Court with a fabricated, non- existing issue to support their act.

Reliance was placed on the cases ***of UBA PLC V GS IND. (NIG) LTD AT PG 621 PARAS C- E; CHEMIRON INT. LTD V EGBUJUONUMA***

(2007) ALL FWLR (PT. 395) 444; ABUBAKAR V WAZIRI (2008) 14 NWLR (PT.1108) 507; UBA V PEC (2017) LPELR 43302 (CA) PP. 27-28 (PARA D).

In his final submission on the issue, counsel stated that the claimants have discharged their responsibility envisaged in the contractual agreement unilaterally revoked orally by the 2nd defendant which will amount to a breach of the written contract and that the claimants were able to present their evidence to support their claims. Hence counsel urged this honourable court to give judgement in favour of the claimants.

In arguing the second issue for determination, counsel began by submitting that the defendants failed to prove the case of their counterclaim. He stated that the burden of proving that any person has been guilty of a wrongful act is subject to section 139 of the Evidence Act whose effect is that he who asserts must prove whether the commission of such act is or is not directly issue. Reliance was placed on the case of ***ADEJULU V OKULAJA (1996) 9 NWLR (PT. 423) 668.***

Counsel stated that the principle is trite that a trial court is precluded and should not decide a case on mere assumption based on speculation or conjecture. On this, reliance was placed on the case of ***ORHJE V NEPA (1998) 7 NWLR (PT. 557) 187; ADEFULU V OKULAJA (1996) 9 NWLR (PT 473) 6668.***

Consequently, counsel stated that in view of the above principle the alleged transfer of N11,500,000 (Eleven Million, Five Hundred Thousand Naira) only as claimed by the defendants in their counterclaim is a mere allegation amounting to speculation as there is no evidence before this court showing bank details of the said transaction. Reliance was placed on the case of ***AGBI V OGBEH (2005) 8 NWLR (PT. 926) P.40 AT 134 PARAS A-D; OGUNNIYE V HON.MINISTER OF FCT & ANOR (2014) LPELR-23164 (CA) PG 36-37 PARAS A-E; UBA PLC V PEL (2017) LPELR 43202 (CA) PP. 28 PARA D.***

In his final submission, counsel urged this Honourable court to grant all the reliefs sought by he claimants and discountenance the counterclaim of the defendants and as well award substantial cost against the defendants to serve as deterrence for taking laws into their hands, and return the said Mercedes Benz car back to the 2nd claimant.

In response, the defendants filed a reply on point of law dated 11th January, 2024. Counsel to the defendants stated that the consideration in the sum of N11,500,000(Eleven Million Five Hundred Thousand Naira) only was given because the claimants agreed that they can procure the lifting license. He stated that since there was lifting license provided, the agreement has been breached. He also stated that the acknowledged application and other documents the claimants purportedly sent to the NNPC does not qualify as the said lifting license and cannot justify the huge sum of the said consideration paid to the claimants for its procurement.

Counsel further stated that the 2nd claimant also admitted that he breached the agreement when he stated that the defendants caused the delay for failure to make available their tax clearance certificates and other relevantdocuments. He then submitted that the claimants cannot be allowed to approbate and reprobate at the same time, as the claimants cannot breach an agreement and at the same time justify the breach. Reliance was placed on the cases of ***ANYEGWU & ANOR V ONUCHE (2009) LPELR – 521 (SC); ADEDEJI V OBAJIMI (2018) LPELR – 44360 (SC) PP. 63, PARAS D- E.***

In another submission, counsel stated that the 2nd defendant made it clear that the police were invited and that having laid evidence that the 2nd claimant's car is in police custody, the defendants have discharged the evidential burden which shifted to the claimants and they failed to discharge. Consequently, counsel urged this Honourable court to discountenance all the prayers of the claimants and hold in favour of the defendants.

I have carefully considered the joint statement of claim, written address and exhibits tendered in evidence by the claimants in this matter.

I have equally considered the joint statement of defence and counterclaim of the defendants, their written address and reply on point of law.

Therefore, it is my humble view that the issues for determination in this matter are as follows;

1. **Whether any of the parties to this suit was in breach of the contract between the claimants and the defendants and the validity or otherwise of its oral revocation by the defendants.**
2. **Whether the alleged seizure of the 2nd claimant's Mercedes Benz CLS 550 salon car is valid at law.**

Let me begin by stating that it is the case of the claimant that by virtue of a Memorandum of Agreement dated 6th May, 2020, the 2nd defendant engaged the 1st and 2nd claimants whereby they were given two weeks to deliver applications and obtain acknowledgement from the Hon. Minister of State for Petroleum Resources and the NNPC for the allocation of 30,000 MTS of NAPHTA for the defendants. That this was done within the two weeks time frame as the said applications to the Hon. Minister of State for Petroleum Resources and the NNPC dated 11th May, 2020 were acknowledged on the 22nd of May 2020 and 3rd of June 2020 respectively. That the application addressed to the NNPC dated 11th May 2020 was first acknowledged on the 22nd of May 2020, but due to an error on the heading of the letter bearing "Hon. Minister of State" instead of the GMD NNPC, the letter had to be corrected and thus, was later acknowledged on the 3rd of June 2020. That it is not within the province of the 2nd claimant to deliver the said allocation to the defendants. That a non-circumvention, non-disclosure agreement was also executed by the claimants and the defendants with regards to the said contract.

That the 2nd claimant requested the 2nd defendant to produce certain documents to help facilitate the application process in DPR and NIPEX but they failed to do so. That the 2nd defendants commissioned the claimants

to register LINC with the NNPC, DPR and PPMC (Pipeline Products Marketing Company) to enable LINC to engage in Oil and Gas activities in Nigeria, which the 2nd claimant fulfilled. That the 2nd claimant also designed the company profile of Borman and Company Ltd as well as that of LINC which were all duly completed and delivered as mandated by the defendants.

That furthermore, the defendants gave the claimants a letter of intent from one Santa Oil LLC to verify proof of funds from J.P Chase Morgan Bank Columbus Ohio, USA, which was also processed by the claimants and given to the Hon. Minister of State for Petroleum Resources who in turn acknowledged it on the 22nd of May, 2020. That subsequently, a new transaction ensued at the instance of the claimant whereby the first claimant through its alter ego - the second claimant acted in the capacity of a facilitator in an agreement with one Technixs Marine Services ltd, to help facilitate the provision of a standby letter of credit to the said company (Technixs Marine Services ltd). That afterwards, the defendants having been approached by the claimants on the issue, entered into an agreement with the said Technixs Marine Services ltd to provide them with the Standby Letter of Credit they needed for the purchase of six vessels as directed by Exxon Mobil, so as to secure a loan the 2nd defendant needed to set a guarantee to cover $140,000,000 (One Hundred and Forty Million U.S Dollars) pursuant to the earlier stated transaction between the defendants and Santa Oil LLC. That based on the agreement between the claimant and Technixs Marine Services ltd, the 1st claimant was to act as the facilitator to provide them (Technixs) with a standby letter of credit, the claimants will take 5% of the total contract sum of $250,000,000 (Two Hundred and Fifty Million Dollars) upon the conclusion of the contract between the said Company (Technixs Marine Services ltd) and the defendants which will be the claimants' commission for facilitating the said transaction.

That the said 5% amounting to $12,500,000 (Twelve Million Five Hundred Thousand Dollars) shall be spread out in parts as spelt out in the

agreement between Technixs Marine Services ltd and the 1st claimant. That due to the failure of the defendants to provide the necessary documents for the actualization of the project, Technixs Marine Services ltd walked away from the contract.

That the 2nd defendant on the 2nd of July, 2020 at about 9:09pm via a text message terminated the contract which they had entered in writing. That this alleged termination is a strategy to circumvent the claimants from receiving the commission in the entire process, as they had fulfilled over 50% of the tasks given to them by the defendants.

That prior to the oral termination of the contract and during the subsistence of the earlier stated transactions, the 2nd claimant was called upon by the 2nd defendant on the 18th of June 2020, to which he responded by going to the second defendant's house where his car keys were forcefully seized from the support staff who accompanied him, one Gado Elike. That the 2nd claimant spends a minimum of N20,000 (Twenty Thousand Naira) daily as a result of the loss of his car from the 18th of June 2020 till date.

That despite all the efforts of the claimants with respect to the transactions of the defendants, the defendants are bent on frustrating their efforts, hence this suit.

Now to the issues proper.

ISSUE ONE

> ***"Whether any of the parties to this suit was in breach of the contract between the claimants and the defendants and the validity or otherwise of its oral revocation by the defendants".***

What the law recognizes as a valid contract has been given judicial flavor in a plethora of cases. In the case of **COUNCIL OF YABATECH V NIGERLEC CONTRACTORS LTD. (1999) 1 NWLR (PT. 95) 99 (CA)**, the Court adumbrated extensively on what a contract is at law thus:-

"(1). An agreement is made when one party accepts an offer made by the other... (3). An intention to accept an offer must be conclusive if it is to constitute a valid acceptance. It must not treat the negotiation between the parties as still open to the process of bargaining. The offeree must unreservedly assent to the exact terms proposed by the offeror. (4) if while purporting to accept an offer as a whole, the offeree introduces a new term which the offeror has not had the opportunity of examining, such new term will constitute a counter offer...(6) for the acceptance of an offer to be valid in law there must be some external manifestation of assent either by some word spoken or act done by the offeree or by his authorized agent which the law can regard as the communication of the offeree to the offeror. Mental acceptance is not enough nor is internal acceptance within the party's office..."

On this, see also the case ***of BIOKU INVESTMENT AND PROPERTY CO. LTD V LIGHT MACHINE INDUSTRY NIG. LTD AND ANOR (1886) 5 NWLR (PT.39) 42.*** For a contract to be regarded as valid and enforceable, there must be in existence the essential ingredients of; offer, acceptance, consideration, intention to enter a contract and capacity of parties to contract. See also the cases of ***AZUBUIKE V GOVT. ENUGU SATE (2014) 5 NWLR (PT. 1400) 364; MTN (NIG) COMM. LTD. V C.C INV. LTD (2013) 7 NWLR (PT.1459) 437; NICON HOTELS LTD V N. D. C LTD. (2007) 13 NWLR (PT. 1051) 237.***

Where a contract has been validly entered into, satisfying all the essential ingredients and requirements of the law, such contract becomes binding and enforceable. In the case of ***C. O. E EKIADOLOR V OSAYANDE (2010) 6 NWLR (PT 1191) 423,*** the court held thus:-

"A contract fully entered into by parties is binding and enforceable and should be treated with sanctity as to what the parties intended. If any question arises in respect

thereof, the terms as contained in the relevant document or documents must be interpreted to decide the question"

Also in the case of ***ABC TRANSPORT CO LTD V OMOTOYE (2019) 14 NWLR (PT. 1692) 197, SC,*** the court held:-

"Parties are bound by the terms of their contract and if any dispute arises with respect to the contract, the terms in any document that constitutes the contract are invariably the guide to its interpretation"

See also the case of ***BABA V NIGERIAN CIVIL AVIATION TRAINING CENTRE (1991) 5 NWLR (PT. 192) 388.***

To this end, a good observation of the instant case will divulge not one, but four different contracts. The first being the contract for the application for the allocation of 30,000 MTS of NAPHTA and delivery of LNG to LINC.

The second being the designing of the company profile of LINC and Borman and Company Ltd as well as the registration of LINC with NNPC, DPR and PPMC to enable it engage in Oil and Gas activities in Nigeria.

The third being the contract given to the claimants to fast track the transaction of Santa Oil LLC requesting for ten vessels of Bonny Light Crude Oil (BLCO) and the verification of the proof of funds of Santa Oil LLC at JP Morgan Chase Bank.

And finally, the fourth being a contract for the claimants to secure the defendants' standby letter of credit on behalf of the claimants' client (Technixs Marine Services Ltd) to enable the said client purchase six (6) vessels in order to satisfy an order given to the said claimants' client by Exxon Mobil and for the defendants to in turn, secure a loan in the sum of $140,000,000 (One Hundred and Forty Million US Dollars) for the purpose of the third contract above.

All the above were captured in the Joint Statement of Claim of the Claimants at exactly paragraphs 5, 16, 19 and 22, and supported by exhibits corroborating their claim.

The defendants on the other hand merely denied the statements with no proof to support their denials. Hence, by virtue of the evidence furnished by the claimants before this Honourable Court, it is clear that there were four contracts between the claimants and the defendants, which I shall be reviewing below.

From the Joint Statement of Claim of the Claimants, only the first contract and the fourth contract are in issue as per the case of the claimants.

In the first contract, a handwritten letter dated 6th May 2020 (Exhibit D) was written and signed by Engr. Fred Elike, the 2nd claimant in this matter. The claimants had stated in their witness statement on oath in paragraph 7, 8 and 11 of which I shall be reproducing hereunder.

Paragraph 7 reads thus;

> ***"(7). That two weeks acknowledgement was met by the 2nd plaintiff on the one for the Hon. Minister of State for Petroleum Resources dated 1th May 2020 but acknowledged by the Hon. Minister's office on 22nd May, 2020".***

Paragraph 8 reads thus:-

> ***"(8). That the second acknowledgement from the office of the Group Managing Director NNPC dated the 11th day of May 2020 but acknowledged on the 22nd of May 2020 and the corrected acknowledgement from the same office was dated 3rd day of June, 2020 which came as a result of the wrong heading on the letter bearing Hon. Minister of State instead of GMD NNPC."***

Paragraph 11 reads thus:-

> ***"(11). ... It is not within the province of 2nd plaintiff to meet up with the second aspect of the Agreement while the Laycan date which is the date of lifting/delivery once the allocation is out. There is no date or timeframe for it, as it is***

the NNPC that determines the date for lifting of crude oil and not the plaintiffs".

In response to the above claim of the claimants, the defendants sated in their Joint statement of defence/counterclaim at exactly paragraphs 2 and 3 of which I shall be reproducing hereunder.

Paragraph 2 reads thus:-

"(2). That the defendants deny paragraph 5 of the statement of claim to the extent that the said Memorandum of Agreement dated 6th May 2020 stated further, that the reserve of LNG and NAPHTA product for Export solely for the Minister of State for Petroleum will be allocated to the defendant. The plaintiffs only brought acknowledgement, but failed to give date and bringing the allocation out as prescribed by the MOU."

Pargraph 3 reads thus:-

"(3). That the plaintiff also failed to deliver acknowledgement from the office of the Group Managing Director of NNPC as specified by the MOU".

I have carefully read through Exhibit D, the photocopy of a handwritten letter by Fred Elike of Kamba Consultant company. It seems that the issue is arising from the individual interpretation of the terms of the contract by the parties. The letter states that the 2nd claimant shall deliver LNG to his partner, LINC who is requesting for an LNG lifting license and within two weeks, the application will be made. It further states that the Laycan date for the product will be ascertained once the allocation is out. However, the defendants interpreted the terms to mean that the claimants shall deliver the allocation of the said LNG lifting license in two weeks. This is not the case. According to the letter, the application will be made in two weeks and the Laycan on the allocation will be known once the allocation is out.

A further perusal of Exhibit B (Photocopy of letter of LINC Nig ltd Oil and Gas addressed to the Hon. Minister of State for Petroleum Resources dated 11th May 2020) and Exhibit C (Photocopy of letter of LINC Nig. Ltd Oil and Gas addressed to the Group Managing Director of the NNPC dated 11th May 2020), both having acknowledgement stamps and signature shows that the 2nd claimant has indeed played his part.

With respect to the allocation of the lifting license of the NAPHTA product for export to the defendants, the claimant has no power to allocate the said license to the defendants. He can only facilitate its delivery as promised in Exhibit D. It is the NNPC that possesses such power and from the evidence before this Honourable court, he has made efforts in this regard. The claim of the defendants that the claimant failed to deliver the allocation (when the process is still ongoing) is misplaced, as the claimant can only facilitate the process but has no power to grant the said application. I so hold.

With respect to the purported termination of the contract via text message, it was held in the case of ***NFOR V ASHAKA CEMENT CO. LTD (1994) 1 NWLR (PT. 319) 222*** thus:-

> ***"Where the termination of a contract of employment is in breach of the terms of the contract, the termination is said to be wrongful. But where there is no breach, there is no redress for wrongful termination."***

According to the contract contained in Exhibit D, the natural lifespan of the contract would come to an end by the completion of each party's contractual obligations, which is after the allocation is successfully delivered to the defendants. However, the 2nd defendant terminated the contract halfway through the process.

It is well-known in the law of contract that a contract can be terminated in four major ways; by the complete performance of contractual obligations; or by agreement of the parties to bring the contract to an end; or by frustration; or by breach. See the Supreme Court decision in the case of

TSOKWA OIL MARKETING CO. V BON LTD. (1999) 11 NWLR (PT. 777) 163

Considering the circumstances of this suit, I do not see the instant case falling within any of the above stated circumstances whereby a contract is lawfully brought to an end. The parties were still in the process of fulfilling their contractual obligations, so the contract cannot be said to have come to an end by complete performance of contractual obligations. There was no mutual agreement to bring the contract to an end, nor was there a case of frustration as to warrant its humiliation. Furthermore, it is trite law that once the offeree has begun performance of his contractual obligation, an offeror cannot revoke an offer. Offers can be revoked at any time before acceptance unless they are coupled with an option. Revocation allows a party to walk away from a contract before it becomes legally binding.

In the instant case, the acceptance and performance of the claimants' contractual obligations has made the said contract legally binding upon both parties. Hence, the defendant cannot unilaterally revoke the contract based on their whims as the law estops them in this circumstance. See the case of ***ROUTLEDGE V GRANT (1828) 4 BING 653, 130 ER (920)***. The termination of the contract by the 2nd defendant halfway through the process of executing the terms of the contract without a fundamental reason, such as a breach on the part of the claimant, amounts to a wrongful termination and a breach of contract and is therefore enforceable against the defendants. I so hold.

With respect to the fourth contract, the 1st claimant approached the 2nd defendant in order to help its client, one Technixs Marine Services ltd to secure a standby Letter of credit (SLBC) in the sum of $140,000,000 (One Hundred and Forty Million US Dollars) to enable them purchase six (6) vessels in order to satisfy an order given to the said client by Exxon MOBIL. Exhibit H, an agreement between Technixs Marine Services Ltd and the 1st claimant was signed on the 26th of March 2020.

According to Exhibit H, the 1st claimant served in the capacity of a facilitator in the contract between its client (Technixs) and the defendants, whereby upon the satisfaction of the terms and conditions stipulated in Exhibits G and H, the 1st claimant will be entitled to 5% of the total contract sum of $250,000,000 (Two Hundred and Fifty Million US Dollars) which amounts to a sum of $12,500,000 (Twelve Million Five Hundred Thousand US Dollars).

The claimants stated in their statement of claim that due to the failure of the 1st and 2nd defendants to provide vital documents to facilitate the transaction, Technixs Marine Services ltd walked away from the contract. In paragraph 20 of their witness statement on oath, the claimants stated thus:-

> ***"(20). That this non-performance by the defendants made Technixs Marine Services ltd to walk away from the contract, thereby denying the 1st and 2nd plaintiffs their own commission of $12,500,000 (Twelve Million Five Hundred Thousand Dollars) as commission for the work entered into between the 1st plaintiff and Technix Marine services ltd. The 1st plaintiff is the facilitator to the project that brought two companies together. That the 1st plaintiff will take 5% (five percent) of the total contract sum of $250,000,000 (Two Hundred and Fifty Million dollars) which will amount to $12,500,000 (Twelve Million Five Hundred Thousand Dollars)."***

It is upon the above that the claimants claim their third relief as stated in their joint statement of claim thus:-

> ***"(3). Damages against the 1st and 2nd defendants to the tune of $12,500,000 (Twelve Million Five Hundred Thousand US Dollars) as special damages suffered by the 1st and 2nd plaintiffs. As a result of failure of the 2nd defendant to deliver on her obligation of a foreign contract between Technixs***

Marine services ltd and the 2nd defendant and the 2nd plaintiff was the facilitator to the tune of $130,000,000 (One Hundred and thirty Million US Dollars) which lack of performance by the second defendant made the 1st party Technixs Marine Services ltd to walk away. As a result the plaintiff lost the sum of $12,500,000.00 (Twelve Million Five Hundred US Dollars) which was 2nd plaintiff's commission from the transaction as a facilitator.

In response to the above claim of the claimants, the defendants stated in their Joint Statement of Defence and counter claim at exactly paragraph 7 of which I shall be reproducing hereunder:-

"(7). The defendant denies paragraphs 18, 19, 20, 21, 22 and 23 of the plaintiffs statement of claim and put them in stricted test of proof."

Let us cast our minds back to the essential ingredients of a contract. In the case ***of MTN (NIG) COMM. LTD V C.C. INV. LTD (SUPRA)***, the court held thus:-

"There are three essential ingredients of a valid contract viz:- (a) offer; (b) unqualified acceptance of offer; and (c) consideration. Acceptance of contract must be unqualified acceptance of particular offer."

See also the cases of ***AZUBUIKE V GOVT. ENUGU STATE (SUPRA); TSOKWA MOTORS LTD V U.B.N LTD (1996) 9 NWLR (PT.705) 112***.

The above must exist between the contracting parties in order to constitute a valid and enforceable contract.

The contracting parties in Exhibit G were Technixs MARINE SERVICES ltd and Borman and Company ltd. Here, the parties agreed to certain terms upon which the defendants in this matter will provide Technixs Marine Sevices ltd with a Standby Letter of Credit.

In Exhibit H, the contracting parties were Technixs Marine Services ltd and Kamba consultant company ltd where it was stated that the 1st claimant was the facilitator of the contract as contained in Exhibit G and will at the determination of the contract in the said exhibit G be entitled to the sum of $12,500,000 (Twelve Million Five Hundred Thousand US Dollars) being 5% of the total contract sum of $250,000,000 (Two Hundred and Fifty Million US Dollars) as commission for facilitating the contract.

The 2nd claimant did not enter into any contract with the defendants for the purpose of obtaining the above stated commission sum, neither was he a named party to the contract in Exhibit G as to be entitled to damages for its breach. The contract he entered into with respect to this transaction was with Technixs Marine Services ltd and not the defendants. If the claimant did not have any existing contract directly with the defendants as to give rise to the third relief sought in their joint statement of claim, how then can he seek to enforce a breach of contract in this respect against the defendants? Therefore the doctrine of privity of contract will apply in this circumstance, stopping the claimants from claiming any right in a contract they were never a party to. In the case ***of VITAL INV. LTD V CAP PLC (2022) 4 NWLR (PT.1820) 205***, the court held:-

> ***"A contract cannot confer enforceable rights or impose obligations arising under it on any person, except parties to it and this is referred to as the doctrine of privity of contract which is to the effect that a contract is a private relationship between the parties who make it and no other person can acquire rights to or incur liabilities under it".***

Similarly held in the case ***of H.A.R PET SERVICES LTD V ACCESS BANK PLC, (2024) 3 NWLR (PT 1925) 301***, the court stated thus;

> ***"The doctrine of privity of contract stipulates that only contracting parties are bound by the terms of the contract. Any other party not bound by terms of the contract cannot have rights and obligations enforced against it based on such***

contract. In this case, the respondent not being a party to the agreement between the appellant and the 3rd party could not be bound by the terms of the agreement. Therefore, the trial court was not wrong in holding that there was no privity of contract between the appellant and the respondent."

Hence, the 1st claimant's right would only arise with respect to the contract it entered into with Technixs Marine Services ltd and not the defendants, as the 1st claimant is not bound by the terms of the contract between the defendants and Technixs Marine Services ltd but rather, only by its own contract with the said Technixs Marine Services ltd.

Therefore, the first half of this issue with respect to the first contract herein stated is hereby resolved in favour of the claimants, while the second half of this issue with respect to the fourth contract and third relief sought by the claimants is hereby resolved in favour of the defendants.

ISSUE TWO

"Whether the alleged seizure of the 2nd claimant's Mercedes Benz CLS 550 Salon Car is valid at law"

The claimants in their witness statement on oath at exactly paragraph 23 stated that the 2nd defendant had invited the 2nd claimant to her house under the guise of a meeting to give a briefing as to the progress of the ongoing application with the NNPC. However, the 2nd defendant forcefully seized his Mercedes Benz CLS 550 Salon car with registration no. FKJ 860 DR.

However, the defendants in paragraph 16 of their witness statement on oath stated that the 2nd claimant was invited by the police several times due to the ongoing investigations on the alleged impersonation and fraud allegations levied against him, but he refused to heed. Therefore the police went to the private home located at Wuse II where the claimant had earlier gone to attend a meeting with the 2nd defendant, but was allegedly

arrested by the police and taken to the Minister of state for petroleum resources, who said he did not know the 2nd claimant.

Taking a look at page 2 of the text messages between the 2nd defendant and the 2nd claimant where the 2ndDefendant had said and I quote:-

> ***"...Your car is safe nobody will touch it but you need to deliver on your words..."***

The above statement suggests that 2nd defendant was indeed in possession of the 2ndclaimant's car as he claimed and refused to return the keys to him when requested. During the cross examination of DW1, the following ensued;

> ***"Q: The 2nd plaintiff came to your office at No. 8 Ndjamena Street, with his Mercedes Benz A-class, is that correct?***
>
> ***A: Yes, that is correct***
>
> ***Q: That car and car keys was forcefully taken away from the son of the 2nd plaintiff is that correct?***
>
> ***A: He parked his car in our office***
>
> ***Q: I meant the car keys were taken away by you from the son of the 2nd plaintiff not the car?***
>
> ***A: Mr. Fred Elike hid the car keys behind the chair when the DSS, the police and the SA to the minister came to our office. Nobody, was there that night when everybody was ushered to the minister's office. He called me in the night to say Hajiya I threw my car keys behind the chair, because of what happened, I got there the next day around 11 and the cleaner brought it to me and said he found it behind one of the chairs. Fred Elike then sent his son to my office to collect the key. I now said No, let your father come and I will call a lawyer and when the lawyer Barr. Emeka came, Mr. Fred arrived at the office with another vehicle..."***

Upon a cursory look at the text message and the excerpt of the cross examination reproduced above, there is no doubt that the 2nd defendant did indeed withhold the 2nd clamant's car keys even after the 2nd claimant had requested for it through his son. This act of the 2nd defendant was wrong and an infringement on the right of the 2nd claimant which amounts to a tort of detinue. Detinue in law refers to a situation where a person unjustly detains the property of another after a request has been made for the return of such property. In the case of ***AMODU V AJIBOYE (2000) 14 NWLR (PT.686) 15***, the court held thus;

> ***"The tort of detinue is the wrongful detention of a plaintiffs chattel by a defendant after the plaintiff has made a demand"***

Similarly held in the case of ***NAFDAC V REAGAN REMEDIES (2019) 17 NWLR (PT. 1700) 1***, the court stated thus;

> ***"The essence of detinue is that the defendant holds on to property belonging to the plaintiff and fails to deliver the property to the plaintiff when a demand is made. The goods must be in the custody of the defendant at the time the demand for them is made before an action in detinue can succeed. The cause of action in detinue is the refusal of the defendant to return the goods to the plaintiffs after the plaintiff must have made a demand for them."***

See also the cases of ***AIR LIQUID NIG. PLC V NNAM (2011) 9 NWLR (PT. 1251) 61; AJIKAWO V ANSALDO (NIG) LTD (1991) 2 NWLR (PT. 173) 359.***

From the above cited authorities in juxtaposition with the instant case, the tort of detinue on the part of the 2nd defendant has clearly been proven and established. If the 2nd defendant felt aggrieved by the claimant's conduct of the task she assigned to him, she should have made recourse to legal means rather than self-help. In the process of trying to make the claimants act in the manner she preferred with regards to the conduct of

her transaction, she committed a wrong and therefore must be held liable for her actions. Therefore, it is my humble view that the detention of the 2nd claimant's car by the 2nd defendant is unlawful and reprehensible. I so hold.

Having established a breach of contract on the part on the defendants, the inexistence of the fourth purported contract as well as the unlawfulness of the resort to self-help by the 2nd defendant, the claimant is no doubt entitled to an award of fair and reasonable damages. With respect to the award of damages for breach of contract, the court held in the case of ***SEVEN- UP BOTTL. CO LTD V ADEWALE (2004) 4 NWLR (PT. 862) 183*** thus;

> ***"Damages for breach of contract must be such as may fairly and reasonably be considered as arising naturally from the contract in the usual course of things; that is, from the breach itself, or such that would have been in the contemplation of the parties at the time they made the contract as the probable result of the breach of contract."***

Furthermore, in the case of ***CAMEROON AIRLINES V OTUTUIZU (2011) 4 NWLR (PT. 1238) 512,*** the court held thus;

> ***"Generally, where there is a concluded binding contract, there is liability if it is terminated without justification, as that would amount to a breach of the contract. A breach of contract means that the other party in breach has acted contrary to the terms of the contract".***

In the earlier part of this judgment, this Honourable Court held that after proper scrutiny of the claim of the claimants with respect to their 3rdrelief sought in their Joint statement of claim, there was no recognizable or enforceable contract in existence to warrant the claimants' entitlement to the said relief sought and hence the said claim failed.

The claimants in their 4th relief, prayed this Honourable court to calculate and determine the damages to be awarded to them as special damages for

unlawful detention of the 2nd claimant's car, taking into consideration the expenses of the 2nd claimant in the sum of N20,000 (Twenty Thousand Naira) daily from the date the car was unlawfully seized, being the 18th day June, 2020 till date.

With respect to the award of special damages, the law requires strict proof on the part of the party seeking it to be entitled to its award. Unlike general damages, special damages must be specifically pleaded by the party seeking it. In the case of ***ODOGWU V ILOMBU (2007) 8 NWLR (PT. 1037) 488***, the court held thus;

> ***"A party claiming special damages must specifically plead same and must strictly prove his claim. The requirement here is strict proof. However, if it is general damages, he need not specifically prove the loss he suffered. This is because general damages are presumed by the law to flowfrom the wrong complained of. They are assessed not on any measure but on the opinion and judgment of a reasonable man. In the instant case, the trial court refused to make an award of special damages because there were no receipts tendered since proof of special damages is strict. However, the failure of the claim for special damages did not obliterate the evidence that the 1st respondent suffered some damage as a result of the wrongful entry into his land by the appellants. A trial court has the power and discretion to make an award of general damages after refusing to award special damages so long as there was credible evidence to support the award of damages."***

However, in a case of breach of contract, categorization of damages into general and special damages is not proper at law. What is required with respect to damages for a breach of contract is to put the aggrieved party in the same position so far as money can do.

In the case of ***NBCI V INT. GAS (NIG) LTD. (1999) 8 NWLR (PT. 613) 119,*** the court held thus;

> ***"Where two parties have made a contract which one of them has broken, the damages which the other party ought to receive for such breach of contract is such as may fairly and reasonably be considered either as flowing naturally, that is, according to the usual course of things from the breach of contract itself or as may reasonably be supposed to have been in contemplation of both parties at the time they entered into the contract as the probable result of the breach of it. Thus, in breach of contract, categorization of damages into special and general is improper."***

Similarly held in the case of ***NDINWA V IGBINEDION (2001) 5 NWLR (PT. 705) 140,***the court state thus;

> ***"In a claim for breach of contract, it is not necessary to distinguish between the amount claimed as special and general damages. All that the court is concerned with is the assessment of the damages which the court regards as the natural damages or probable consequence of the breach complained of irrespective of whether such damages are described as special or general."***

From the foregoing, a claim for special damages cannot stand. However, we cannot overlook the wrong committed by the defendants by their unlawful act of detention of the 2nd claimant's car. Since the detinue committed by the defendants is in connection with the contract subject matter of this suit, damages for this wrong shall be reflected in the general damages to be awarded against the defendant to serve as deterrence to such reprehensible acts.

With respect to the counter claim of the defendants, the defendants claimed a refund of a sum of N11,500,000 (Eleven Million Five Hundred Thousand Naira) only allegedly given to the claimants to process an

allocation of 30,000 MTS of NAPHTA together with the balance paid to the claimants in cash and a sum of N100,000,000 (One Hundred Million Naira) as damages for breach of the MOU.

Recall that it has earlier been established that the defendants were the ones in actual breach of the said contract (The MOU) and hence shall bear the liability for the breach. Therefore, the counterclaim of the defendants has been quashed.

Consequently and without further ado, the second issue is hereby resolved in favour of the claimants. Judgment is entered for the Claimant.

Having considered the totality of the circumstances, evidence and processes before this Honourable court, it is hereby ordered as follows;

1. It is hereby declared that the oral cancellation of the written agreement between the 1st and 2nd claimants and the 1st and 2nd defendant dated 6th May,2020, amounts to a breach of contract.
2. It is hereby declared that the forceful detention of the 2nd claimant's Mercedes Benz CLS 550 Salon car with registration number FKJ860 DR and Engine No. WDDDJ75X56A041178 is reprehensible and unlawful
3. The defendants are hereby ordered to pay the sum of **Twenty Million Naira** only to the claimants as General damages for the breach of contract and unlawful detention of the 2nd Claimant's Mercedes Benz CLS 550 Salon car.
4. The Third relief fails
5. The Fourth relief fails
6. The defendants are hereby ordered to release the 2nd claimant's Mercedes Benz CLS 550 Salon car to the 2nd claimant with immediate effect.
7. The seventh relief being an interlocutory relief has been defeated by the determination of this suit.

Signed

HON. JUSTICE SAMIRAH UMAR BATURE
20/03/2024