

**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. 23**

**CASE NUMBER: SUIT NO. FCT/HC/CV/3223/2020**

**DATE: 19<sup>TH</sup>FEBRUARY, 2024**

**BETWEEN:**

**MR. STANLEY VICTOR .....CLAIMANT**

**AND**

- 1. THE HONOURABLE MINISTER,  
MINISTER OF THE FEDERAL CAPITAL TERRITORY**
- 2. MINISTRY OF FEDERAL CAPITAL TERRITORY .....DEFENDANS**

**APPEARANCE:**

IkechukwuIkogweEsq for the Claimant.

**JUDGMENT**

The Claimant instituted this suit via a Writ of Summons dated 25<sup>th</sup> day of November, 2021 and filed on same date Claiming against the Defendants as follows:-

- (i) **A DECLARATION** of this honourable court that the Defendants offer of the housing unit Known as Block 4BQ, Ministry of Transport Quarters, Karu Abuja vide the Defendants' letter of Offer dated 25<sup>th</sup> July, 2008, the acceptance of same by the

- Claimant on 4<sup>th</sup> August, 2008 and his payment for the property constitutes a binding and subsisting contract.
- (ii) **A DECLARATION OF THIS HONOURABLE COURT** that the Defendants' decision vide their letter dated 4<sup>th</sup> February, 2021 that the Claimant would not be given another property as substitute for Block 4BQ, Ministry of Transport Quarters, Karu, Abuja, which the Court of Appeal finally upheld the Judgment of FCT High Court as belonging to one Mrs Theresa O. Ijeih vide a letter of Offer issued to her by the Defendants, amount to flagrant breach of Contract.
- (iii) **AN ORDER OF THIS HONOURABLE COURT** compelling the Defendants to pay to the Claimant the sum of ₦500,000,000.00 (Five Hundred Million Naira) as general damages for breach of Contract.
- (iv) **AN ORDER OF THIS HONOURABLE COURT** compelling the Defendants to pay to the Claimant the following as special damages for breach of Contract.
- a) The sum of ₦7,000,000.00 (Seven Million Naira), being the total amount collected by the Defendants from the Claimant as initial payment during the bidding process and which the Claimant obtained as a loan from AsoSavings and Loans Ltd.
  - b) 9.5% interest per annum charged by Aso Savings and Loans Ltd on the Said ₦7,000,000.00 (Seven Million Naira) loan facility which the Claimant has been paying to Aso Savings and Loans Ltd since inception.
  - c) The sum of ₦26,000,000.00 (Twenty-Six Million Naira), being the total rental value of the said property for the past Thirteen Years at the rate of ₦2,000,000.00 (Two Million Naira) per year and which could have accrued to the Claimant had the Defendants given him physical possession of same.
  - d) The sum of ₦19,500,000.00 (Nineteen Million Five Hundred Thousand Naira), being the total rent that he has paid thus far from 2008 to 2021 at the residential bungalow which he has been compelled to let at the rate of ₦1,500,000.00 per year, owing to the Defendants' acts and omissions against him which crystallized into breach of Contract on 4<sup>th</sup> February, 2021, despite his fulfilment of his contractual obligations to the Defendants aimed at

- acquiring from them a residential property and cease being a tenant.
- e) The sum of ₦975,000.00 (Nine Hundred and Seventy-Five Thousand Naira) being the total service charge which he has paid at the let property from 2008 to date (2021) at the rate of ₦75,000.00 (Five percent of the said annual rent of ₦1,500,000.00) per year.
  - f) The sum of ₦ 10,750,000. (Ten Million Seven Hundred and Fifty Thousand Naira), being the total professional fee that the Claimant paid to his Counsel for the defence of the suit instituted against him and the Defendants by Mrs. Theresa O. Ijeih at the FCT High Court in respect of Block 4BQ, Ministry of Transport Quarters, Karu, Abuja and for the prosecution of the Appeal that the Claimant filed against the Judgment of the said FCT High Court also in respect of the said housing unit, which is a direct consequence of the failure by the Defendants to fulfil their contractual obligations to the Claimant.
- (v) AND SUCH FURTHER ORDER OR OTHER ORDERS as this Honourable Court may fit to make in the circumstances.

On the other hand, the Defendants upon being served with the Originating processes filed their statement of defence on 31<sup>st</sup> day of May, 2022.

Trial commenced in this case with the Claimant opening his case on 27<sup>th</sup> October, 2022 by calling his sole witness Stanley Ugboh Victor, who testified as PW1 adopted his witness statement on Oath filed on 26<sup>th</sup> day of October, 2022 and tendered the following documents in evidence which were admitted and marked as follows:-

1. CTC of a letter of offer from the office of the Minister Federal Capital Territory Administration addressed to Stanley Ugboh dated 25/7/2008 as Exhibit A.
2. Photocopy of a receipt issued by Federal Capital Territory Administration dated 9/04/2008 as Exhibit A1.
3. A provisional offer of Mortgage issued by Aso Savings and Loans Plc dated 5<sup>th</sup> April, 2008 addressed to Victor Stanley Ugboh as Exhibit B.

4. CTC of FCT High Court Judgment of 24<sup>th</sup> October, 2011 as Exhibit C.
5. CTC of a Court of Appeal Judgment delivered on 9/3/2016 as Exhibit D
6. 7 receipts issued by IkogweIkechukwu& Associates as Exhibits E1 – E7
7. An acknowledgement letter of demand for substitution written by Mr. Stanley Ugboh Victor addressed to the Honourable Minister of the Federal Capital Territory dated 6/9/2018 as Exhibit F.
8. A photocopy of an acknowledgment letter of demand for substitution written byIkechukwuIkogwu, Esq dated 8/8/2019 addressed to the general Counsel legal services Secretariat, Fct. Administration as Exhibit G.
9. An original letter issued by the Federal Capital Territory Administration legal services secretariat dated 4/2/2021 addressed to IkegweIkechukwu&Associates as Exhibit H.
10. An acknowledgment letter of IkogweIkechukwu& Associates dated 19<sup>th</sup> March, 2021 addressed to the Honnourable Minister Federal Capital Territory on breach of Offer of sale as Exhibit i.
11. 12 receipts issued by Loreny Global Resources as Exhibit I1 - I2.
12. CTC of writ of Summons of FCT High Court in suit No CV/117/09 as Exhibit J.

Meanwhile, the Defendants opened their case on 2<sup>nd</sup> day of May 2023 calling their sole witness CamilusUgdodaga, a Principle land officer with office of the Honourable Minister FCT, posted for sale of government houses. Who testified as Dw1 and adopted his witness statement on Oath filed on 31<sup>st</sup> day of May, 2022.

Evidence having concluded on both sides, the matter was then adjourned for adoption of final written address as stipulated by order 33 of the Rules of High Court of the Federal Capital Territory Abuja (Civil Procedure) rules 2018.

The Defendant's final written address is dated 21<sup>st</sup> day of November, 2023 and filed on 24<sup>th</sup> day of November, 2023.

The Claimant on the other hand filed his final written address dated 24<sup>th</sup> day of November and filed on the same date.

In the said final written address, learned counsel to the Defendant Funke C. Audu Esq formulated a sole issue for determination to wit:-

***"Whether the Claimant established his case and Claims against the Defendant with Credible evidence."***

In arguing the issue, Learned Counsel submitted that at the hearing of the suit on 27<sup>th</sup> October, 2022, the Claimant as DW1 testified by adopting his witness statement on Oath and also tendered some documents which were admitted in evidence as Exhibits before this Honourable Court.

In another submission, Learned Counsel stated that on 2<sup>nd</sup> May, 2023 the Defendants led evidence in defence of this suit and their sole witness Ngbodaga O. Camilus adopted his witness statement on Oath, therefore he was cross-examined by the Claimant's Counsel, during the said Cross-Examination, the credibility of

dW1 and his oral evidence were not shake and/or contradicted as he remained consistent in his testimonies all through the hearing and he testified that Block 4BQ, Ministry of Transport quarters, Karu Abuja was sold to the Claimant but he failed to take possession of same.

Counsel further submitted that in the suit instituted by Theresa O. Ijeih over the property, the Defendants formidably defended same with a view to having it dismissed so that they would then evict her from the property and give vacant possession of same to the Claimant but unfortunately the FCT High Court decided in favour of the said Mrs. Theresa O. Ijeih. And that in the Appeal filed by the Claimant to set aside the Judgment of the FCT High Court the Defendants did everything they could for the Appeal to succeed but unfortunately the Court of Appeal upheld the Judgment.

Consequently, Learned Counsel contended that the Defendants were therefore frustrated in terms of giving vacant possession of the property to the Claimant and the Defendants thus contradicted the Claimant's averment that he was abandoned to handle this suit and the Appeal alone as he did not lead any evidence to establish that the Defendants

abandoned him in the suit and Appeal that arose there from as it is trite law that he who asserts must prove his assertion. Reliance was placed on the case of **U. B. N VS. ASTRABUILDERS (2010) 2 S. C. N.J 81 at PAGES 99 – 100.**

Moreso, Learned Counsel submitted that in the entire circumstances the Claimant did not lead evidence to show that Defendants deliberately orchestrated the loss of the property to Mrs. Theresa O. Ijeih as the FCT High Court and Court of Appeal held that the property belonged to Mrs. Theresa O. Ijeih, which the Claimant and Defendants had no choice but to submit to the Courts decision and the only option open to the Defendants was to refund to the Claimant the monetary value of the property which the Claimant ought to have accepted the refund and use the money to acquire another property.

Finally on the sole issue, Counsel submitted that the Defendants ought not to be punished with general and special damages as urged by the Claimant for the situation that they did not orchestrate deliberately as sanctions ought appropriately to be imposed for deliberate infractions and not otherwise.

On the whole, Counsel urged the Court to dismiss the Claimant's suit and Claims, Being Unwarranted, unsubstantiated and unmeritorious.

On the other hand, the Learned Counsel to the Claimant Ikechukwu Ikegwe Esq, formulated two (2) issues for determination to wit:-

- "(i) Whether the Claimant has established his case with credible evidence upon the balance of probabilities and is entitled to the grant of the reliefs sought by him."***
- "(ii) Whether the Defendant has meritorious defence to the Claimant's suit and Claims."***

On issue one Learned Counsel submitted that the Claimant gave unimpeachable oral evidence and adduced numerous documentary evidence during the trial in proof of his case and Claims as he discharged the onus of proof required by law and merits the grant of his Claims in the

suit. Counsel cited the case of **CLIFFORD OSUJI V NKEMJIKA EKEOCHA (2009) 39 NSCQR PAGE 523 At page 561.**

In another submission, Counsel stated that the Claimant amply demonstrated that there is a subsisting contract of sale of a housing unit between him and the Defendants and he also established that while he fulfilled his own obligation by paying the consideration to the Defendants, they did not fulfil their obligation as they failed to give him actual physical vacant possession of the property that he paid for, which is the essence and fundamental term of the contract, neither did they give him an alternative even when he opted for an alternative property as substitution and the decision by the Defendants to merely refund the money that he paid for the property is not tenable and acceptable as it is out of sync with the terms of the letter of offer (Exhibit A) as there is no stipulation in this document which provides for refund of the consideration (money paid by the Claimant for the housing Unit) and the Claimant rightfully rejected the Defendant's proposal for refund vide his solicitors letter dated 19<sup>th</sup> March, 2021 (Exhibit I). in this respect, reliance was placed on the case of **MR. JOSEPH AKINOLA & 2 OTHERS V LAFARGE AFRICA PLC (2022) 12 NWLR, (PT. 1844) PAGE 379 At pages 400 – 401. Paras G – A.**

Learned Counsel further submitted that the essence and fundamental term of the contract, as embodied in the Defendant's letter of offer (Exhibit A) and the receipt of payment of the consideration (Exhibit A1), is the sale of a housing unit to the Claimant and by necessary implication giving him vacant possession of same but it turned out that the Defendants had already sold the property, Block 4BQ Ministry of Transport Quarters, Karu Abuja to Mrs. Theresa O. Ijeih as concurrently held by the High Court of the F.C.T and Court of Appeal, substituting the said Block 4BQ with and unencumbered alternative property as requested by the Claimant would have fulfilled the said essence and fundamental term of the contract. In this respect, reliance was placed on the case of **MISS PROMISE M. EKWUNYE VS EMIRATES AIRLINES (2019) 9 NWLR (PT. 1677, PAGE 191 AT PAGE 277 PARAS D – G.**

On the Claim for special damages which is the second limb of monetary damages learned counsel submitted that special damages must be

specifically pleaded as the Claimant in this suit sufficiently plead and prove with oral and concrete documentary evidence during trial where the Claimants oral evidence in the averment of his main witness statement on Oath as well as his additional witness statement on Oath attached to his reply and Exhibits A1, B, J, C, D, E1 - E7. I1 – I12 are clear proofs of the Claimants Claim for special damages and the Defendant did not tender any iota of contrary documentary evidence to contradict the Claimants said oral and documentary evidence.

Finally on issue one counsel urged the Court to resolve the issue in favour of the Claimant.

On issue two which is whether the Defendant has meritorious defence to the Claimant's suit and Claims. Counsel submitted that for the Defendants to successfully defend the Claimant's suit and claims, it was incumbent on them to plead formidable and superior facts in their statement of defence as well as lead formidable and superior oral and documentary evidence capable of contradicting those of the Claimant.

In addition, learned counsel submitted that on 02/05/2023, the Defendants opened and closed their defence to the suit, their sole witness and DW1, Nbodaga O. Camilus adopted his witness statement on Oath simpliciter and no scintilla of documentary evidence was adduced to substantiate and establish the oral evidence in the witness statement on Oath and the averments in the statement of defence, which the Claimant denied, controverted and challenged vide his reply, additional witness statement on Oath which in view of the Claimant's denials, contradiction and challenge of the defendants statement of defence and the depositions in their witness statement on Oath, it behoved the Defendants to lead superior, concrete and credible documentary evidence to fortify and prove their purported defence. Counsel cited the case of **MRS LOIS CHITURU UKEJE & ANOR VS MISS GLADYS ADA UKEJE (2015) EJSC (VOL. 3) PAGE 70 AT PAGE 86 PARAS D – J (SC)**.

Counsel further submitted that the Defendants failed to discharge the onus placed on their shoulders by section 131(1) and 136 (1) of the Evidence Act 2011 as the averments in their statement of defence were not substantiated with credible evidence. In this respect, reliance was placed



on the case of **I. N. E. C VS ACD & 22 OTHERS (2022) 12 NWLR (PT. 1844) PG 257 AT PG 296 – 297.**

Moreso, Counsel submitted that under Cross-Examination, the credibility of the oral testimony of DW1 was thoroughly shaken, impeached and rendered worthiness.

Consequently, Learned Counsel argued that besides DW1's oral testimony in his paragraph 5 also contradicts his testimony in paragraph 8 of his witness statement on Oath as this contradiction is legally abhorrent and amounts to blowing hot and cold air at the same time as well as reprobating and approbating which the law frown at such a somersault. Counsel cited the cases of **CLIFFORD OSUJI VS NKEMJIKA EKEOCHA 92009) VOL. 39 NSCQR PG 523 AT PG 578 AND AYORE NDE VS KUFORJI (2022) 12 NWLR (PT. 1843) PG 43 AT PG 80 – 81, PARAS G – A.**

Finally on issue two, Counsel urge the Court to resolve issue two against the Defendants and hold that they lack any credible defence to the suit and the Claimant's Claim therein.

On the whole, Counsel urged the Court to enter judgment in favour of the Claimant in this suit and grant his Claim in the interest of justice.

I have carefully perused the Writ of Summons, the statement of Claim and the reliefs sought. I have equally gone through the statement of defence as well as reply to statement of defence. I have evaluated the entire evidence adduced before the Court by the parties both oral and documentary in proof of their respective cases. In the same vein, I have studied extensively the final written addresses of the parties.

Having done all these, it is therefore my humble view that the sole issue that calls for determination in this suit is:-

***"Whether the Claimant has proved his case on the preponderance of evidence to be entitled to the reliefs sought."***

On the sole issue which whether the Claimant has proved his case on the preponderance of evidence to be entitled to the relief sought.

It is necessary to begin by stating that it is the case of the Claimant as distilled from the Writ of Summons and statement of Claim briefly that the Claimant vide the Defendant's letter of offer dated 25<sup>th</sup> July, 2008, the Defendants offered and allocated to him two bedroom bungalow known as Block 4BQ, Ministry of Transport Quarters, Karu after his successful bid and payment of same through mortgage arrangement with Aso Savings and Loans which the Defendants are aware of and the Claimant duly accepted the said offer and allocation in which he paid for the property and was issued which a receipt evidencing the payment.

That the Claimant avers that the Defendants had organized a bidding exercise whereby persons were availed the opportunity to bid for properties that the Defendants had advanced to the public for sale and the Claimant availed himself the opportunity with a Bank draft in the sum of ₦7 Million which he obtained from Aso Savings and Loans Ltd as a loan facility with interest payable to the Bank which during the bidding process he paid the Defendants with the said Seven Million Naira draft with the expectation of successful bidding for and buying a property of that value. However, it turned out that the only property available to him for purchase was the said two bedroom bungalow known as Block 4BQ, Ministry of Transport Quarters, Karu Abuja which was valued at ₦1,411,200.00 (One Million Four Hundred and Eleven Thousand Two Hundred Naira).

The Claimant, avers that he successfully bid for the said property with the ₦7 Million Aso Savings and Loans draft and while the Defendants acknowledged receipt of this amount in their receipt, they stated therein that the value of the property was ₦1,411,200.00. but the Defendants however retained and expended the ₦7 Million value of the draft rather than refund the difference between this amount and the actual value of the property which difference the Claimant would have returned to the said bank and thereby stop interest that he has been paying on the ₦7 Million Naira, but he continued to pay interest on the ₦7 Million due to the refusal failure or neglect by the Defendants to refund the said difference.

The Claimant further avers that after the Defendants allocated the said property to him, they did not give physical possession of same to him as one Miss Theresa O. Ijeih and her family had been in occupation of the

property and unknown to him (The Claimant) the Defendants had already sold the same property to one Mrs. Theresa O. Ijeih as the boys Quarters of the main building that she purchased from the Defendants and this became apparent during the hearing of the suit that she instituted against the Defendants and the Claimant and going by the judgment of Justice S. E. Aladetoyinbo of the High Court of the Federal Capital Territory by virtue of which the title of the property was adjudged to have been already vested on her by the Defendants.

That the Claimant avers, that in the said judgment, the trial Court lampooned the Defendants for putting him in a difficult situation by selling the property to him after they had earlier sold same to Mrs Theresa O. Ijeih.

The Claimant states that when the Defendants informed Mrs. Theresa O. Ijeih that the property had been offered to him and attempted to compel her to vacate the property, she resisted and instituted suit number FCT/HC/CV/1117/2009 against the Defendants herein and the Claimant. The Claimant was joined as a Defendant in the suit on account of the allocation to him by the Defendants herein as he was compelled to also defend the suit while expecting that the Defendants would put up a credible and formidable defence to the suit and have Mrs. Theresa O. Ijeih and her family evicted from the property and at least give to him vacant possession of the property. But the Court eventually held that the Defendants had already sold the property to Mrs. Theresa O. Ijeih who remains in occupation of the property even till date and after the Judgment, the Defendants left him in lurch and kept mute.

The Claimant avers that the Defendants did not Appeal against the said judgment, he however took the initiative of filing Appeal number CA/A/346/2012 out of desperation with the expectation that the defendants would join him robustly and formidably prosecute the appeal to fruition so that he could have unencumbered possession of the property but regrettably, the Defendants were detached, non-committal and lackadaisical in their approach to the Appeal Court and on 9<sup>th</sup> March, 2016, the Court of Appeal Abuja division upheld the judgment of the trial Court after another tortous four years.

The Claimant avers that after the verdict by the Court of Appeal, he expected the Defendants to substitute Block 4BQ, Ministry of Transport Quarters Karu Abuja, with an unencumbered property of a value commensurate with the huge litigation and other costs he incurred in addition to the consideration that he furnished the Defendants in respect of the said property but the Defendants failed to do so voluntarily and even kept mute but then the Claimant formerly applied to the Defendants for substitution of the unavailable property with an unencumbered property vide his letter dated 6<sup>th</sup> September, 2018 and received by the Defendants on 13<sup>th</sup> September, 2018 but the Defendants did not respond to the letter till date.

The Claimant further avers that about a year later, he briefed the Chambers of IkogweIkechukwu and associates to on his behalf again demand for substitution whereupon the said law firm acted accordingly vide its letter dated 8<sup>th</sup> August 2019 to the Defendants through their general Counsel/Solicitor general. And the said letter was received in the office of the Defendants Solicitor general on 19<sup>th</sup> August, 2019 but the Defendants did not respond to this letter until 4<sup>th</sup> February, 2021 (a year and six months later) when the Defendants at long last responded to his and his lawyer's demand for substitution and that in the rather terse and robotic response, the Defendants essentially turned down his Application for substitution but merely offered to refund the amount that he paid since thirteen years ago and in blatant disregard of the huge litigation costs diverse inconveniences that the Defendants caused on him during the tortourseight years period that the matter lasted at High Court of the Federal Capital Territory and Court of Appeal and till date.

The Claimant states that vide his lawyers letter to the Defendants dated 19<sup>th</sup> March, 2021 and received by the Defendants same date through the office of their Solicitor general, he totally and unequivocally rejected the Defendants offer to merely refund the amount that he paid to them for the property.

Having stated briefly the case of the Claimant, it is trite law that the burden of proof lies on the person who asserts. To put in other words,

he who asserts must prove with credible and admissible evidence. In this respect, see Section 131 of the evidence Act which provide thus:-

***"Whoever desires any Court to give judgment as to any legal right or liability depending on the existence of facts, which he asserts shall prove that these facts exists."***

See also the case of **NAMMAGI VS OKOTE (2021)3 NWLR (PT. 1762) P 1888 PARAS C – E PER ABBA AJI JSC** where it was held thus:-

***"He who asserts must prove under the evidence Act (respectively Sections 134 and 131 of the 1990 and 2011 Acts) that provides that whoever desires any Court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts must prove that those facts exists. The legal balance is that he who asserts must prove, whether it is criminal or civil."***

Similarly, it was held in the case of **NDULU VS WAYO (2018) 16 NWLR (PT. 1616) PP 566 -567 PARAS C – D PARA G PER KEKERE EKUN JSC** that:-

***"The general Rule is that he who asserts must prove. Therefore the burden is on the Plaintiff to first adduce prima facie evidence in support of his case....."***

In this case from the totality of testimony of PW1 and the documentary evidence tendered, it is clear and not in dispute that the Claimant and Defendants entered in to a contract where the Defendants by letter of offer dated 25<sup>th</sup> July, 2008 offered and allocated to the Claimant a Two Bedroom bungalow known as Block 4BQ Ministry of Transport Quarters KaruAaujavalued at the rate of ₦1,411,200.00 (One Million Four Hundred and Eleven Thousand Two Hundred Naira) which the Claimant duly accepted after his successful bid and payment with a Bank draft in the sum of ₦7 Million which he obtained from Aso Savings and Loans facility.

However, what appears to be in dispute is that after the property was allocated to him by the Defendants, they did not give him physical possession of the said property which unknown him to the Defendants had

already sold the same property to Mrs. Theresa O.Ijeih. Amount to Claim for breach of contract. At this juncture, the question that comes to mind is whether based on the Defendants letter dated 25<sup>th</sup> July 2008, and the acceptance of same by the Claimant on 4<sup>th</sup> August 2008 as well as payment in respect of Block 4BQ Ministry of Transport Quarters Karu, constitutes a binding and subsisting Contract.

Let me begin by considering the essential elements of a valid contract. See case of **AKINYEMI VS ODUWA INVESTMENT CO. LTD (2012) LPERL – 8270 (SC) PP 20 21, PARAS D – D PER MUHAMMAD J.S.C** where it was held thus:-

***"Issue (1) question whether there was a valid contract between the parties. What then is a valid contract? The Black Law Dictionary, Eight Edition, defines a valid or binding contract to mean an agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law. It is elementary to state that there are three basic essentials to the creation of a contract agreement, contractual intention and consideration. And, the normal test for determining whether the parties have reached agreement is to ask whether an offer has been made by one party and accepted by the other."***

In **OLOJA & ORS VS GOV BENUE STATE & ORS (2021) LPELR – 55634 (SC) P 25, PARAS A – C PER OSEJI JSC** where it was held that:-

***"To constitute a binding contract, there must be an agreement in which the parties are ad idem on essential terms and conditions thereof. The promise of each party must be supported by consideration. In other words, for an enforceable Court act to materialize between parties, there must co-exist a precise offer, an unqualified acceptance and a legal consideration with the intent to create a legal relationship. The hallmark of a valid contract is consensus ad idem, the meeting of minds by the parties concerned."***

Similarly, the Court of Appeal held in the case of **ODUBAWO VS FSDH – SEC LTD (2020) 8 NWLR (PT. 1725) P 30 PARAS D – G (CA) PER OGBUINYA J.C.A that:-**

***"A contract is a legally binding agreement between two or more persons in which rights are acquired by one party in return for acts or forbearances of the other party. For there to be an enforceable contract, there must co-exist a precise offer, an unqualified acceptance, a legal consideration and intent to create a legal relation. In other words there must be the mutuality of purpose and intention between the contracting parties. Put differently, there must be a meeting of the minds of the contracting parties or consensus ad idem on the terms of the agreement."***

In the instant case, the Claimant in paragraphs 4, 5, 6, 7 and 8 of his statement of Claim as well as paragraphs 5, 6, 7, 8 and 9 of his witness statement on Oath pleaded, the Defendants letter of offer dated 25<sup>th</sup> July, 2008, receipt evidencing payment, Aso Saving and Loans Ltd offer of Loan which were all tendered in evidence during trial and marked as Exhibits A, A1 and B respectively.

Let me reproduce the above stated paragraphs for clarity and ease of reference.

Paragraphs 4 of the statement of Claim read thus:-

***"The Claimant avers that vide the Defendant's letter of offer dated 25<sup>th</sup> July, 2008 the Defendants offered and allocated to him Two Bedroom bungalow known as Block 4BQ, Ministry of Transport Quarters Karu Abuja, after his successful bid and payment of same through mortgage arrangement with Aso Saving and Loans which the Defendants are aware of."***

Paragraph 5 read thus:-

***"The Claimant duly accepted the said offer and allocation. He paid for the property and was issued with receipt evidencing the payment."***

Paragraph 6 read thus:-

***"The Claimant avers that the Defendants had organized a bidding exercise whereby persons were availed the opportunity to bid for the properties that the Defendants had advanced to the public for sale. The Claimant further avers that he availed himself of the opportunity with a Bank draft in the sum of ₦7 Million which he obtained from Aso Saving and Loans Ltd as a Loan facility with interest payable to the bank."***

Paragraph 7 read thus:-

***"The Claimant avers further that during The bid process he paid the Defendants with the said 7 Million Bank draft with the expectation of successfully bidding for and buying a property of that value. However, it turned out that the only property available for him to purchase was the said two bedroom bungalow known as Block 4BQ, Ministry of Transport Quarters, Karu Abuja, which was valued at ₦1,411,200.00 (One Million Four Hundred Thousand and Eleven Thousand Two Hundred Naira)."***

Paragraph 8 read thus:-

***"The Claimant avers that he successfully bid for the said property with the ₦7 Million Aso Saving and Loans draft and while the Defendants acknowledged receipt of this amount in their receipt, they stated therein that the value of the property was ₦1,411,200.00. The Claimant further avers that the Defendants however retained and expended the ₦7 Million value of the draft rather than refund the difference between this amount and the actual value of the property which difference the Claimant would have returned to the***



***said Bank and thereby stop the interest that he has been paying on the #7Million."***

PW1 was asked under Cross-Examination inter alia thus:-

Question: You bided and bought the property from the Defendant?

Answer: Yes.

Question: Before the property was handed over to you. One Theresa O. Ijeih instituted a suit Claiming that property?

Answer: I never took vacant possession of the property. Yes, she did go to Court.

Question: You and the Defendants in this case were defendants in that suit.

Answer: Yes.

Question: The Court gave Judgment in her favour?

Answer: Yes.

Question: The Defendants in this suit, defended that suit filed by Theresa O. Ijeih?

Answer: Yes.

Question: How much was the property you bided for?

Answer: One point something Million.

Question: How much did you pay to the FCT Administration?

Answer: Seven Million Naira by draft issued by Aso Saving and Loans.

Question: You will not know whether the FCT Administration refunded the balance to Aso Saving and Loans?

Answer: Yes I will not know.

A careful study of all the relevant paragraphs of the statement of Claim, witness statement on Oath, the testimony of PW1 under Cross-Examination and the documentary evidence tendered during trial particularly Exhibits A,

A1, and B before I continue let me highlight the contents of Exhibit letter of Offer



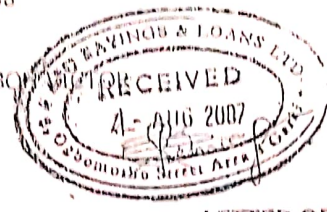
Tendered & Marked  
as Exh. "A"  
on the 27/10/22

# FEDERAL CAPITAL TERRITORY ADMINISTRATION

OFFICE OF THE MINISTER  
FCDA Secretariat, Kaptal Road, Area 11, PMB 24, Garki, Abuja, Nigeria  
Tel: (09) 314 4295, 314 2371  
Fax: (09) 314 3859  
www.fct.gov.ng

25th July, 2008

STANLEY UGBOH



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by Aeo Savings & Loans  
Plc

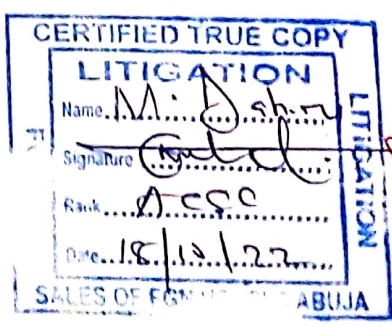
## LETTER OF OFFER

We refer to your Application and subsequent successful Walk-in Bid to Purchase the property owned by the Federal Government of Nigeria situate at Block 4BQ Ministry of Transport Qrts, Behind Motherless Baby Home, Karu Site KARU, ABUJA FCT and more particularly described in "Schedule A" hereto, together with all appurtenances, rights, rights of way, easements, reversionary rights and privileges related thereto ("the Property") and, in accordance with the published Approved Guidelines, are pleased to inform you that, having submitted the earliest application on said Property, we hereby offer you the right to purchase the Property as herein indicated.

This Letter shall constitute the Terms of Offer from the Federal Capital Development Authority ("FCDA") on behalf of the Federal Government of Nigeria ("the Lessor") and upon execution, the Acceptance by you (the "Lessee") to purchase the Property from the Lessor, on such terms and conditions as are more particularly set forth below:

1. The Lessee shall signify acceptance of this Letter and the Terms contained herein, by the execution of same and the enclosure of the executed duplicate copy, within a period of Fourteen (14) days from the date hereof.
2. At the Closing Date as hereinafter defined under Clause 4(a) the Lessee shall purchase the Property, subject to any conditions contained in a Deed of Lease or Imposed by any law.

09X0646x  
STANLEY UGBOH VICTOR



18/10/22

- The purchase price of the Property as per the reserve price shall be ₦1,411,200.00 (One million four hundred and eleven thousand two hundred Naira only) which the lessee is expected to pay within two (2) weeks of the date stated herein.
4. In the event of the Lessee fails to comply with the terms outlined in (1) above, this transaction shall be avoided and the Lessee shall forfeit to the Lessor, 10% of the said Reserve Price as stated in (3) above and in addition thereto, (s)he shall be responsible for the payment of all costs and charges associated with the transaction.
  5. The Lessee's acceptance of this Letter shall constitute an undertaking on his/her part that:
    - a. (s)he has paid the full purchase price, as stipulated in (3) above, being the successful purchaser on the Property, in accordance with the payment terms stipulated in (3) above; (s)he shall be responsible for the payment of all cost and charges associated with the transaction.
    - b. where pertinent, all common areas and shared facilities (such as in premises of estates, block of flats, terrace houses, etc) shall be the joint responsibility of the bona fide co-purchasers for value, for purposes including, without limitation, cooperation for obtaining all such approvals and licenses as are necessary, facility management, insurance, taxation, charges, utilities, safety, maintenance, public use and liability and such other necessary incidentals;
    - c. (s)he shall abide by all relevant planning, environmental, health and safety laws, rules and regulations, including but not limited to all conditions, which may from time to time be required and or stipulated by the FCDA or other Municipal Administration; and
    - d. (s)he shall adhere strictly to development control standards and use his/her best and reasonable endeavors to ensure that no additional structures are erected without the written approval of the Development Control Department of the FCDA.
  6. The Lessee hereby agrees and understands that time is of the essence in the performance of each of the conditions aforementioned, which conditions constitute valid and binding obligations enforceable according to the terms set out.

9x66402  
STANLEY UGBON VICTOR

CERTIFIED TRUE COPY

LITIGATION

Name: M. Dahun

Signature: [Handwritten Signature]

Rank: A.C.S.S.

Date: 18/10/22

SALES OF ESTATE ABUJA

PAID  
18/10/22

This Letter, and the obligations therein contained, shall be governed and construed by and in accordance with the Laws of the Federal Republic of Nigeria.

Kindly indicate your acceptance of this offer by, executing this Letter (and enclosing a duplicate), dating same in the space provided therefor, and returning same along with further payment of the outstanding balance to the Ad-Hoc Committee on the Sale of FGN Houses, AEPB Building Adjacent NSITF Building Plot 772 Cadastral Zone AO Zakari Maimalari Street Central Business District Abuja FCT, at which time the Offer and Acceptance become a binding agreement, in commitment to the fulfillment of the conditions precedent.

The Offer shall be deemed to have been withdrawn at the close of business on the Fourteenth (14<sup>th</sup>) day following the date hereof, unless prior thereto, the Lessor shall have received a written, valid Acceptance, in satisfaction of all conditions precedent, from the Lessee.

Upon Acceptance, by the execution of this Letter of Offer and the return of its duplicate copy, the respective heirs and successors-in-title of the Lessor and the Lessee shall become bound by the terms and conditions of this Agreement.

It must be emphasized that time is of the essence for the acceptance of the Letter, as no extension whatsoever shall be granted.

CERTIFIED TRUE COPY

LITIGATION

Name... M. Dahiru

Signature... *[Handwritten Signature]*

Rank... ACSE

Date... 18/10/22

SALES OF FGN HOUSES ABUJA

PAID 18/10/22

Schedule A

All that Property known as a MINI situated at Block 4BQ Ministry of Transport Qrts, Behind Motherless Baby Home, Karu Site, KARU, ABUJA FCT, including and not limited to the party walls, roofs, plumbing and electrical, sewage and other systems, together with all appurtenances, rights, rights of way, easements, reverslonary rights and privileges related thereto.

Signature: 

Allyu Modibbo Umar PhD  
Minister of the Federal Capital Territory

Accepted by the within named Lessee

Name: STANLEY UGBOTH VIC?CM

Signature: 

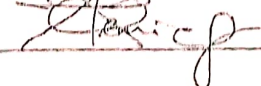
Occupation: BUSINESS

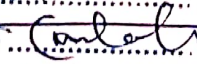
Date: 04-08-08

In the Presence of:

Name: Anita Momoh

Date: 4-08-08

Signature: 

CERTIFIED TRUE COPY  
LITIGATION  
Name... M. Bahir  
Signature...   
Rank... A.C.S.C.  
Date... 18/10/22  
SALES OF FGM ABUJA

PAID  
18/10/22

Having highlight Exhibit A (letter of Offer) dated 25<sup>th</sup> July, 2008 addressed to STANLEY UGBO VICTOR (the Claimant in this suit) offering him the Right to purchase Block 4BQ Ministry of Transport quarters Karu, Abuja at the rate of ₦1,411,200.00 (One Million Four Hundred and Eleven Thousand Two Hundred Naira only) with the condition that the Claimant accepted the offer and made payment within two weeks. The Claimant complied with all the conditions in the offer as he accepted the offer on 4<sup>th</sup> day of August, 2008 were he executed the duplicate copy as it is on Exhibit A. without any condition or qualification. The Claimant paid the Defendants consideration of ₦7,000,000.00 (Seven Million Naira only) during bidding process with a Bank draft where he was issued with a receipt titled "Federal Republic of Nigeria, Federal Capital Administration (Ad-Hoc Committee on sale of FGN houses in Abuja, FCT) marked as Exhibit A1 which it is my considered opinion constitute a binding and subsisting contract between the Claimant and the two Defendants. I so hold.

The Claimant is claiming that by the letter of the Defendants dated 4<sup>th</sup> day of February, 2021 that he would not be given another property as substitute for Block 4BQ, Ministry of Transport Quarters which the Court of Appeal finally upheld the Judgment of the FCT High Court as belonging to Mrs. Theresa O. Ijeih. Vide letter issued to her by the Defendants amounts to flagrant breach of contract. In this respect, let me refer to the case of **CAMEROON AIRLINES VS OTUTUIZU (2011) 4 NWLR (PT.1238) P 551 PARAS E – F PER ADEKEYE .J. S.C** where it was held that:-

***"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. Breach of contract means that the other party in breach has acted contrary to the terms of the contract."***

See also the case of **B. A. L CO. LTD VS LANDMARK UNIVERSITY (2020) 15 NWLR (PT. 1748) P 498 PARAS A – C PER SAULAWAS J. C. A** where it was held thus:-

***"The term breach of contract denotes a violation of a contractual obligation, either by failing to performs ones own promise or by wantonly interfering with another party's***

***performance of the contract. A breach of contract may be occasioned by non-performance or by repudiation or both...”***

In the instant case, the Claimant in paragraphs 10, 11, 12 and 13 of the Claimants statement of Claim as well as 11, 12, 13 and 14 of his witness statement on Oath avers that after the Defendants allocated the property to him, they did not give him physical possession of same but unknown to him that they had already sold same to Mrs. Theresa O. Ijeih who instituted a suit against the Claimant and the two Defendants where both the FCT high Court and Court of Appeal by virtue of Exhibit C and Exhibit 4D declared the title of the Claimant as null and void.

It is my humble view that the Defendants decision vide their letter dated 4<sup>th</sup> February, 2021 that the Claimant would not be given another property as substitute for Block 4BQ amounts to a breach of contract, entered into between the Claimant (Mr. Stanley Ugbo Victor) and the two Defendants by virtue of Exhibit A, the Defendants letter of offer dated 25<sup>th</sup> July, 2008 which same was accepted on the 4<sup>th</sup> day of August, 2008. I so hold.

At this juncture, it shall be reinstated that the law is settled that the burden of proof in civil cases is not static, it shifts from side to side depending on the evidence led. In this respect, see the case of **FLORIN VS AGUSTO (2023) 1 NWLR (PT. 1896) P 587 – 588 PARAS D – C PER OKORO JSC.** where it was held thus:-

***"By virtue of Section 133 of the Evidence Act, 2011, the burden of proof in Civil process is not static as in Criminal cases where the prosecution has duty to prove cases is not static as in Criminal cases where the prosecution has a duty to pro the defence beyond reasonable doubt. In civil cases, the burden of proof shifts from one side to the other until all the issues in the pleadings have been dealt with. In the other words, where a Plaintiff has discharged the evidential burden put on him the burden would shift to the Defendant to call evidence either in proof or rebuttal of some evidence made by the plaintiff and the standard of proof in all civil cases is on the balance of probability."***



From the forgoing, I am of the considered opinion that the burden of proof in this case has shifted from the Claimant to the Defendant. It is important to note at this point that the Defendants aver in paragraphs 2, and 3 of their statement of defence reproduced hereunder for ease of reference.

Paragraph 2 read thus:-

***"The Defendants admit paragraphs 2, 3, 4, 5, 6 and 7 of the statement of Claim."***

Paragraph 3 read thus:-

***"The Defendants admit paragraph 8 of the statement of Claim to the extent of the averment therein that the Claimant successfully bided for the property with the ₦7 Million Aso Savings and loans draft and that the value of the property is ₦1,411,200.00."***

From the totality of the evidence led by the Defendant. It is my humble opinion that the Defendants admitted paragraphs 2, 3, 4, 5, 6 and 7 of the Claimant's statement of Claim which reaffirmed that a valid and subsisting contract exist between the Claimant and the Defendants with all the essential ingredients of a valid contract.

To that extent, the law is settled that facts admitted require no further proof which entitles the Court to enter Judgment on those admitted facts. In this respect, see the case of **ORODOEGBULAM VS ORODOEGBULAM (2014) 1 NWLR (PT. 1387) PP 93 – 94 PARAS H – A PER OKORO J. C. A** where it was held thus:-

***"Parties are required to lead evidence to prove averments in their pleadings. However, where facts averred by a Plaintiff are admitted in a Defendants statement of defence, such admitted facts require no further proof and the Court is entitled to enter Judgment on these facts admitted. There is no need to take evidence to prove what has been admitted."***

In addition, the Defendants averred in their pleadings particularly at paragraph 4 and 14 of their statement of defence reproduced hereunder for clarity and ease of reference:-

Paragraph 4 read thus:-

***"The Defendants admits paragraph 10 the statement of Claim but contend that the Claimant ought to have taken possession of the property from the occupant."***

Paragraph 14 read thus:-

***"The Defendants deny paragraphs 25, 26, 27 and 28 of the statement of Claim."***

In the light of the above, it is my humble opinion that from the totality of the evidence, the Defendants did not lead evidence to prove their averments in paragraph 4 and 14 of their joint statement of defence and under Cross-Examination of DW1 i.e admitted that the Defendants are duty bound to evict an illegal occupant. He further admitted that based on Exhibit A, there is a binding contract between the Claimant and the Defendants. To that extent, the law is settled that where a party fails to adduce credible evidence in support of their pleadings, the pleading is deemed abandoned. See the case of **AJERO VS UGORJI (1999) 10 NWLR (PT. 621) PP 19 – 20 PARAS H – A 13 PARA A (SC)** where it was held thus:-

***"A mere assertion or statement should not be accepted without proof thereof. In the same vein, an averment impleading cannot be accepted as evidence simpliciter without calling evidence to prove it and if no such evidence is called the averment is deemed to be abandoned."***

Submitted, it was held in the case of **OLUANYA VS OSINLEYE (2013) 7 NWLR (PT. 1365) PP 168 PP 171 PARAS B – E and paras D – E** that:-

**"Any pleading not backed by evidence goes to no issue and should be disregarded by the Court pleadings do not constitute evidence and therefore where such pleading is not supported by oral or documentary evidence, it is deemed by the Court as having been abandoned. Facts deposed to on the pleadings which are not admitted by the opponent ought**

**to be proved by evidence or else they are deemed abandoned.**

Consequently, DW1 was asked under Cross-Examination inter alia thus:-

“Question: Refer to paragraph 5 of your deposition on Oath, how was the Claimant supposed to take possession of a house that was already in possession of another?”

Answer: The natural process for handing over property, is that after bidding process and payment is made, the office is duty bound to conduct eviction of the illegal occupant of the subject property and handover to the beneficiary.

Question: Please look at 2<sup>nd</sup> paragraph of Exhibit A. you will agree with me that the document is binding contract between the Claimant and the Defendant?

Answer: Yes.

In the light of the above, it is my humble view that the evidence elicited from Cross-Examination of defence witness (DW1) is relevant and admissible. See the case of **MTN (NIG) COMM. LTD VS CORPORATE INV LTD (2019) 9 NWLR (PT. 1678) P 450 PARAS B – 4 PER KEKERE EKUN JSC.** Where it was held that:-

***"Evidence procured from Cross-Examination is as valid and authentic as evidence procured from Examination-in-chief. Both have the pendency of relevancy, which is the heart of admissibility of evidence. Where evidence is relevant, it is admissible and admitted whether it is procured from examination in Chief or Cross-Examination. So evidence elicited from the Cross-examination of a defence witness which is in line with the facts pleaded by the Plaintiff, forms part of the evidence produced by the Plaintiff in support of facts pleaded in the statement of Claim and can be relied upon in proof of the facts dispute between the parties."***

At this juncture, it should be emphasized that the standard of proof in civil cases is on the balance of probability. On that note, see the case of

**MOHAMMED VS SOKOTO (2021) 4 NWLR (PT. 1766) PP 221 -222  
PARAS G –D PER ADEFOPE-OKAJIE J.C.A** where it was held thus:-

***"The standard of proof in civil cases is on the balance of probabilities. A trial Court is bound to carefully consider the competing evidence of the parties to determine in whose favour the evidence preponderates unless a Claimant is so patently incredible and unreasonable. In other words, the totality of the evidence is considered in order to determine which set of facts is preferable, the trial Court places the two set of facts on an imaginary scale, weighs one against the other, then decides upon preponderance of credible evidence, which weighs more and accept it in preference to the other. It means that in civil proceedings, judgment is given to the party with the greater weight of stronger evidence.***

On the whole and without necessarily repeating myself, it is my considered opinion that the Claimant has proved his case as required by law. I so hold.

On the Claim for general damages and special damages as endorsed on the Writ of Summons and statement of Claim, in the instant case the Claimant has pleaded in his statement of Claim particularly at paragraphs 19, 26, 27 and 28 of the statement of Claim as well as paragraphs 9(i) to 9 (vi) of his reply to statement of defence that he suffered loss as a result of the breach occasioned by the acts of the Defendants. He went further to lead evidence before this Court by tendering in evidence various receipts issued to him by his Counsel and receipts of rents/service charges issued to him by Loreny Global resources ltd from 2008 to 2021 which were admitted in evidence and marked as Exhibits E1 – E7 and I1 -I12 respectively.

In awarding damages in an action founded on breach of Contract, the rule to be applied is restitution in integrum, that is, in so far as the damages are not too remote, the plaintiff shall be restored as far as money can do it, to the position in which he would have been if the breach had not occurred. Where a breach of contract is established, damages follow. General damages are losses which flow naturally from the adversary and it is generally presumed by law as it needs not to be pleaded or proved. In

other words, damages are awarded to restore the Plaintiff as far as money can do to the position he would have been if there had been no breach, that is to compensate the Plaintiff for the loss. See the cases of **CAMEROON AIRLINES VS OTUTUIZU (2011) 4 NWLR (PT. 1238) PP 541 PARAS D – E 541 PARA G. P 551 PARAS F – G AND ENERTECH ENGR LTD V. A. P. (NIG) LTD (2015) 5 NWLR P 432 PARAS C –G (CA).**

However, special damages must be specifically pleaded. But in an action for breach of contract, the distinction between general and special damages is inappropriate. In other words, in law of contract, there is no dichotomy between special and general damages as is the position in torts. The narrow distinction often surmised is one without difference. In contract, it is damages simpliciter for loss arising from breach. Such loss must be in contemplation of the parties. It must be real not speculative or imagined. See the case of **SYNDICATED INVEST HOLDINGS LTD V NITEL TRUSTEES LTD (2023) 5 NWLR (PT. 1876) PP 148 – 149 PARAS G – D (SC).**

In the light of the above, the Claimant is entitled to be compensated with the award of general damages but in respect of special damages particularly reliefs iv(c) d, e and f is refused as Court's have been warned to be wary of prospective gold diggers by Claims for damages which should have no place in Courts of law as well as that of equity. I so hold. See the case **SYNDICATED INVEST HOLDINGS LTD V. NITEL TRUSTEES LTD (Supra) pp 150 paras D – E 151 – 152 PARAS H – D. (SC).**

On the Claim of ₦7,000,000. (Seven Million Naira) being the total amount collected by the Defendants from the Claimant as initial payment during the process and which the Claimant obtained as a loan from Aso Savings and loans ltd, the Claimant pleaded in paragraph 5 of his statement of Claim, he went further to lead evidence by tendering CTC of payment receipt issued by FCT Administration which was also admitted in evidence and marked as Exhibit A1. In this respect, let me refer to the case of **NWAOL ISAH V NWABUFOH (2011) 14 NWLR (PT. 1268) PP 633 PARAS C –D, 640 PARA A.** where it was held thus:-

***"A party who has paid money to another person for a consideration that has totally failed has a right to Claim the money back from the other.***

In the light of the above, it is my considered opinion that the Claimant is entitled to the refund of the consideration paid to the Claimant. I so hold.

On 9.5% interest per annum charged by Aso Savings and Loans Ltd on the said ₦7,000,000.00 (Seven Million Naira) Loan facility which the Claimant has been paying to Aso Savings and Loans Ltd. Such award is made at the discretion of the Court and need not be specifically pleaded. It is awarded in order to preserve the benefit of Judgment until such a time it is complied with. This position of law. Was pre-echoed by the Apex Court in the case of **OVERSEAS AGENCY LTD V. BROWVIEW ENERGY TRADING & 2 ORS (2021) 11 NWLR (PT. 1842) PP 524 – 525 PARAS G – D PER PETER ODILI JSC** where it was held thus:-

***"After Judgment, payment may be delayed by the Judgment Debtor. For that reason the Courts are to preserve the benefit of the judgment until such a time as it is complied with. One of such processes is the award of post judgment interest which serve to compensate the successful party for the loss of use of money from the period of the Court's judgment until the time the judgment debt is actually paid, including the periods which the Appeals are pending. Post judgment interest compensates the successful party for the delay in receiving the judgment owed. It is within the exercise of the Court's discretionary powers to award interest in the respect of a judgment in favour of the successful party. The award is at the discretion of the Court and it is regulated by Rules and operating statutes.***

consequently, it is my humble opinion that the Claimant deserves to be awarded interest at the discretion of the Court.

On the whole and without further ado, I hereby resolve the sole issue for determination in favour of the Claimant against the Defendants and hold

very strongly that the Claimant, based on the evidence adduced, has proved his case on the preponderance of evidence.

In the finally analysis and based on the totality of evidence before the Court as well as the interest of justice, I hereby enter judgment in favour of the Claimant against the Defendants and order as follows:-

1. That the Defendants offer of the housing unit known as Block 4BQ, Ministry of Transport Quarters, Karu, Abuja vide the Defendants letter of offer dated 25<sup>th</sup> July, 2008, the acceptance of same by the Claimant on 4<sup>th</sup> August, 2008 and his payment for the property constitutes a binding and subsisting contract.
2. That the Defendants decision vide their letter dated 4<sup>th</sup> February, 2021 that the Claimant would not be given another property as substitute for Block 4BQ Ministry of Transport Quarters, Karu, Abuja which the Court of Appeal/finally upheld the Judgment of FCT High Court as belonging to one Mrs. Theresa O. Ijeih vide a letter of Offer issued to her by the Defendants amounts to flagrant breach of contract.
3. That the Defendants shall pay the sum of **₦50,000,000.00 (Fifty Million Naira) as general damages.**
4. The Defendants are mandated to immediately refund the Claimants ₦7,000,000 (Seven Million Naira only) being the total amount paid by the Claimant to the Defendants as initial payment during the bidding process and which the Claimant obtained from Aso Savings and Loans Ltd.
5. That interest at the rate of 9% per annum is awarded on the Judgment sum of **₦7,000,000.00 (Seven Million Naira only)** which the Claimant has been paying to Aso Savings and Loans Ltd since inception on the loan facility.

Signed

***HON. JUSTICE SAMIRAH UMAR BATURE***

19/02/2024