IN THE HIGH COURT OF JUSTICE
OF EDO STATE OF NIGERIA
IN THE UROMI JUDICIAL DIVISION
HOLDEN AT UROMI
BEFORE HIS LORDSHIP, HON.JUSTICE P.A.AKHIHIERO,
ON THURSDAY THE
30TH DAY OF JANUARY, 2020.

BETWEEN: SUIT NO: HCU/26/2018

MRS. JOAN IMEYIKE IKHUORIA
MR. DAVID IKHUORIA } ..... CLAIMANTS/APPLICANTS

AND

DESMATT OIL & GAS CO. LTD ..... DEFENDANT/RESPONDENT

RULING

This is a Ruling on a Motion on Notice, dated and filed on the 4th of March, 2019, brought pursuant to Order 36 rules 1 & 2 of the High Court (Civil Procedure) Rules of Edo State 2012 and under the inherent jurisdiction of the Court praying for the following orders:

1. **AN ORDER** of Mandatory Injunction ordering the defendant to remove forthwith the heap of granite deposited by it at the Petrol Station on the property in dispute; and

2. **AN ORDER** of Interlocutory Injunction restraining the Defendant either by itself, their agents, servants and/or privies from disturbing or further disturbing the running of the Oando Petrol Station on the property in dispute in any manner whatsoever, pending the determination of the suit.

The application is supported by a 28 paragraph affidavit sworn to by the 1st Claimant.

Arguing the motion, the learned counsel for the Applicants, ***G.C.Igbokwe Esq. S.A.N***, adopted his Written Address as his arguments in support of the application and made some further oral submissions.

In his Written Address, the learned senior advocate submitted that from the affidavit and exhibits, the Claimants have clearly established a dispute with the defendant with regards to the defendant's act of dumping a heap of granite on the Petrol Station and continued unlawful obstruction of the claimant's business.

He submitted that it is this act of the defendant trespassing or obstructing the claimant's business unlawfully that constitutes the main res in this action and it deserves the protection of this Honourable Court pending the determination of the substantive suit especially when the defendant has declined all orders and entreaties from the Nigerian Police and well-meaning individuals to remove the granite dump from the property and allow the 2nd claimant to dispense and sell the petroleum products therein to the public. He referred the Court to the following decided cases on the point:

1. ***Bakare v Bakare (2012) 16 NWLR (Pt. 1325) 290***
2. ***Soludo v Osegbo (2009) 18 NWLR (Pt. 1173) 290***
3. ***Salami v Yahaya (2009) 17 NWLR (Pt. 1171) 581***
4. ***Yusuf v I.I.T.A (2009) 5 NWLR (Pt. 1133) 61***
5. ***Nitel v I.C.I.C (2009) 16 NWLR (PT 1167) 356***
6. ***Adenuga V Odumere (2001) 83 LRCN 64***

Learned counsel submitted that in the case of: ***Salami V Yahaya (supra)*** the Court held that:-

> ***"An injunction is for the protection of the res pending the determination of the substantive suit..."***

Again, he referred to the case of: ***Adenuga V Odumeru (supra)*** where ***Kabiri-Whyte JSC*** stated thus:-

> ***"…it (an order of injunction) is generally granted to protect a legal right which is existent. This is with the object of keeping matters in status quo until the question at issue between the parties is determined..."***

He posited that in: ***Nitel Plc V I.C.I.C (supra)*** it was comprehensively held that all courts possess the powers both inherent and statutory to preserve the res pending the substantive suit and that the overriding principle in the exercise of the court's discretion is the interest of justice. That in the instant case, the claimants have fulfilled all the requirements of showing their legal right; prima facie case with a strong possibility of success; triable issues; balance of convenience; inadequacy of damages; and an undertaking to pay damages to entitle them to the reliefs of interlocutory injunction against the respondent and preserving the res and maintaining the status quo pending the determination of the substantive suit.

Learned counsel submitted that the defendant allegedly brought a tipper load of granite through its Managing Director and deposited same at the centre of the Petrol Station being operated by the 1st Claimant's (husband) without any notice and prevented him from dispensing or selling fuel, kerosene and diesel products stocked therein. He said that this revelation clearly elicits the mercy and discretion of this court to grant the order sought, pending the final

resolution of the impasse after a trial on the merit in the overall interest of justice. For this view, he referred to the following cases:

1. ***Kotoye v CBN (1989) 1 NWLR (Pt. 98) 419***
2. ***Okafor v Nnaife (1987)***
3. ***Odumegwu Ojukwu v Lagos Stat government (1986) 3 NWLR (Pt. 26) 39***
4. ***Obeya Memorial Hospital v A.G.F (1986) 3 NWLR (Pt. 60) 325***

In further oral submissions an the hearing of this motion, the learned senior advocate relied on the following authorities:

1. ***Alhaji Balarabe Abubakar vs. UNIPETROL Nig. Plc. (2002) LPELR 50 SC;***
2. ***A.G. of Anambra State vs. Robert C.Okafor (1992) LPELR 3156 SC;and***
3. ***Ariori vs. Elemo (1983) 552 SC.***

In opposition to the motion, the learned counsel for the Defendant/Respondent, ***C.O.Osemeilu Esq.***relied on his Counter-Affidavit and Written Address of Counsel dated and filed on the 10th of April, 2019.

In his Written Address, the learned counsel formulated a sole issue for determination to wit: ***Whether the Claimants/Applicants have met the conditions or have any exceptional circumstances/locus stand to warrant the grant of an order of Mandatory and interlocutory injunctions?***

Arguing the sole issue for determination, learned counsel submitted that an order of interlocutory injunction is granted pursuant to a motion on notice prohibiting someone from doing some specified acts or commanding someone to undo some wrong or injury pending the determination of the substantive suit. See: ***Kotoye V CBN (1989) NWLR (pt 98) 419 at 421 R2***.

He pointed out that the Claimants/Applicants have not identified any triable issue in their application. That the only triable issue is the fact that the Defendant/Respondent after full payment for the property took possession of the property as executed by the Deed of Transfer between Prince Kenneth Enahoro and himself.

Counsel submitted that it is the Defendant/Respondent that has a triable issue with the 1st Claimant who is the wife of the 2nd Claimant. That the 2nd claimant is a dealer/agent to Oando Plc whose lease on the property has long expired and they are not ready to renew the lease.

Learned counsel submitted that it is trite law that in determining the issue of the grant of an order of interlocutory injunction, the following principles are to be considered:

(1) The applicants' real prospect of success in the res claimed;
(2) Balance of convenience of the parties before the court;
(3) Maintenance of *status quo ante bellum*;
(4) The relative strength of the case of the parties before the court:
(5) Conduct of the parties: and
(6) Inadequacy of payment of damages.

On these principles, he referred to the case of: ***Uket V. Okpa (2006) 2 FWLR, (pt 321) 3813 at pp 3827 – 3828 paras G-D.***

He submitted that the Defendant has real prospect of success in the res claimed because he bought, paid and executed a deed of transfer with Prince Kenneth Enahoro before peaceably taking possession of the property.

He posited that the claimants have no prospect of success in the res because they had notice of the defendant's ownership vide the correspondences from the defendant's solicitors to Oando Plc and the 2nd claimant who is the husband to the 1st claimant and a dealer to Oando Plc only to purportedly claim that they bought the same property.

Learned counsel submitted that if at all they truly bought (which is not conceded), their transaction with Prince Kenneth Enahoro upon notice from the defendant is illegal, fraudulent, null and void.

On the issue of balance of convenience, he submitted that the applicants have not been able to prove that they will suffer more inconvenience if the application is not granted because the applicants have no proprietary or legal rights in the property since their lease has expired and they fraudulently and purportedly bought the property with notice of the Defendant's ownership of same. He therefore contended that the Defendant will suffer more inconveniences as he will be deprived of doing his lawful duty. He relied on the case of: ***A.C.B V Awogbolo (1991) 2 NWLR (Pt 176) at 711.***

On the other principles to determine an application for injunction, he submitted that the defendant should be allowed to maintain its ***status quo ante bellum*** and remain in lawful possession as the claimants whose possession expired with the expiration of the Oando Plc lease have no right of possession.

He stated that after the claimants arrested the defendant and the police investigated the matter, the defendant has been in peaceful possession and the conducts of the parties as per the counter affidavit evidence of the Respondent have been peaceful.

On the issue of the relative strength of the case of the parties, counsel submitted that it is crystal clear that the Defendant/Respondent bought legally, executed a Deed of Transfer to that effect and put up notices of ownership to the claimants/applicants and this strengthens the case of the defendant.

He submitted that it is trite law that in bringing an application of this nature, the applicant must show that he has a right to protect and that he is seeking a remedy to protect that right. He maintained that the lease on the property by Oando Plc who is supposed to run the Petrol Station has long expired and Oando Plc is not ready to renew the lease. Furthermore, that Oando Plc is not a party to this suit and one wonders whose right the Applicants seek to protect with this application.

He submitted that the applicants have no exceptional circumstances or *locus standi* to pray this Honourable Court for the orders sought in this application. That the claimants brought this application as a ploy to delay the hearing of this suit and to gain possession through the back door otherwise nothing stops the applicants from bringing an application for speedy hearing of the pending suit, if they think they have a triable issue.

He therefore urged the court to dismiss the application with substantial cost.

In his further oral arguments at the hearing of the motion, the learned counsel for the respondent submitted that a mandatory injunction cannot be granted at this stage because:

1. It is part of their substantive relief; and
2. If the order is granted at this stage, it is as if the Court has given a final judgment. He said that making the Court to make a mandatory order of injunction is tantamount to making a final order.

He referred to the case of: ***Orji vs. Zara Industries Ltd, & Anor. (2000) 1NLLC 207 at 210.***

On the prayer for interlocutory injunction, he submitted that where damages is recoverable, the Court will not grant interlocutory injunction, however strong the Applicant's case may be. See: ***Orji vs. Zara Industries Ltd, & Anor. (supra) Ratio 3at p.210.***

He submitted that the Applicant did not give any undertaking to pay damages. That the Defendant is in possession of the property and that due process was followed to take possession. He referred the Court to Exhibit TAC 01 attached to their Counter-Affidavit. He concluded that the Applicants have not put sufficient facts before the Court to grant the application.

In his reply on points of law, the learned Senior Advocate for the Applicants submitted that the Applicants made an undertaking to pay damages in paragraph 26 of their Affidavit in support of the motion.

Furthermore, he referred to the case of: ***HEPA GLOBAL ENERGY VS FRN (2016) LPELR 41288 CA*** and submitted that the Court is empowered to make an order of mandatory injunction to instill discipline.

I have carefully examined all the processes filed in this application together with the arguments of counsel on the matter.

Essentially, the application is seeking two interlocutory reliefs to wit: an order of mandatory injunction for the defendant to remove the heap of granite deposited on the petrol station which is the property in dispute; and an order of interlocutory injunction restraining the Defendant from disturbing or further disturbing the running of the petrol station pending the determination of the suit. The two reliefs are injunctive reliefs.

In the case of: ***SHINNING STAR (NIG) LTD & ANOR v. ASK STEEL (NIG) LTD & ORS (2011) LPELR-3053 (SC)***, the Supreme Court identified the principles guiding the grant of mandatory injunction to be as follows:-

I. The state of affairs which is complained of must be such that would have entitled the claimant obtain prohibitory injunction;
II. The state of affairs which might have been prohibited from coming about must have arisen at the time when the material order is made;
III. It must not have been impossible for the defendant to restore to the earlier position;
IV. It must appear that damages and other legal remedies are not sufficient to put the plaintiff in a favourable position as if he had received equitable relief;
V. It must appear in all the circumstances and particularly in view of equitable considerations such as laches, hardship, impossibility of performance or compliance and inconveniences as between the parties, that the most just course is that of mandatory order be granted;
VI. The claimant's case must be unusually strong and clear; and
VII. Where it can be shown that the defendant attempted to steal a match on the claimant by rushing to complete the act, mandatory injunction will lie to restore the claimant to the position he would have been.

From the foregoing principles, it is apparent that the first condition for the grant of a mandatory injunction is that ***the Applicant must first fulfil the conditions for the grant of an order of interlocutory injunction***.

It is settled law that an application for interlocutory injunctive reliefs seeks a discretionary remedy and all judicial discretions must be exercised judicially and judiciously. The essence of an interlocutory injunction is the preservation of *the status quo ante bellum*. The order is meant to forestall irreparable injury to the applicant's legal or equitable right. See:

Madubuike vs. Madubuike (2001) 9NWLR (PT.719) 689 at 709; and Okomu Oil Palm Co. vs. Tajudeen (2016) 3NWLR (Pt.1499)284 at 296.

The principal factors to consider in an application for interlocutory injunction are as follows:

I. The applicant must establish the existence of a legal right;
II. That there is a serious question or substantial issue to be tried;
III. That the balance of convenience is in favour of the applicant;
IV. That damages cannot be adequate compensation for the injury he wants to prevent;
V. That there was no delay on the part of the applicant in bringing the application; and
VI. The applicant must give an undertaking to pay damages in the event of a wrongful exercise of the Court's discretion in granting the injunction.

See the following decisions on the point: ***Kotoye v C.B.N. (1989) 1 NWLR (Pt.98) 419; Buhari v Obasanjo (2003) 17 NWLR (Pt.850) 587; and Adeleke v Lawal (2014) 3 NWLR (Pt.1393) 1at 5.***

The issue for determination in this application is whether the applicants have satisfied the above enumerated conditions to warrant the exercise of the discretion of this Court in their favour.

The most important pre-condition is for the applicants to establish that they have a legal right which is threatened and ought to be protected. See: ***Ojukwu vs Governor of Lagos State (1986) 3 NWLR (Pt.26) 39; Akapo vs Hakeem Habeeb (1992) 6 NWLR (Pt.247) 266-289.***

In paragraphs 5 to 14 of the affidavit in support of this application, the Claimants/Applicants stated thus:

"5. That the 2nd Claimant (my husband) has been the dealer/operator of the Oando petrol station built by and owned by Oando marketing PLC (OMP) upon a deed of lease executed with Chief Anthony Enahoro made on the 25th day of April 1968 and handed over to me and my husband by virtue of a dealership/operator agreement dated 1st July 2014. I will recognize the agreement if I see it;

6. That the said Prince Kenneth Enahoro confirmed to us that he was the senior/eldest Son of Late Chief Anthony Enahoro and inherited the Property under Uromi/Esan Native Law and Custom after performing the full and final burial rites;

7. That the said Prince Kenneth Enahoro also informed us that he executed a deed of transfer in January 2014 with the defendant for the sale of the property but had terminated the said deed of transfer vide his solicitors letter of 8th April 2015 following the inability of the defendant to meet with the terms of payment under the said deed;

8. That the said Kenneth Enahoro also informed us that he had made a refund of the total sum of Five Million, Five Hundred Thousand Naira (N5,500,000) vide his Zenith bank of Nigeria cheque no 78352176 of April 17th 2015 through his solicitor Austin Okwechime to the defendant representing the N5m paid out of the N14m Consieration pls an equitable / compassionate 10% interest thereon: I will recognize the agreement if I see it;

9. That being satisfied with the ownership status and history of the said property, we agreed with the said Prince Kenneth Enahoro to buy the said property for the total sum of Eighteen Million Naira with a down payment of Fifteen Million Naira and the balance sum of Three Million Naira to be paid in installments at One Million Naira on or before 31st January in the years 2016, 2017, 2018;

10. That consequent upon the above agreement, my husband(2nd Claimant) paid the total sum of N15m vide four transfers of N900,000, N5,000,000, N8,000,000 and N1,100,000 (total N15,000,000.00) to the said Kenneth Enahoro on the 15th April 2015 whereupon I executed a

deed of transfer with him. The said deed of transfer dated 15th of April 2015 containing 3 correspondences and a cheque between Oando plc and Kenneth Enahoro, the terminated deed of transfer between Kenneth Enahoro and Defendant;
11. That in strict Compliance with the terms of the above deed the 2nd Claimant paid the One Million Naira installments for 2016, and 2017 on 15th and 16th January respectively with a fresh supplementary deed executed at each installmental payment;
12. That the said Prince Kenneth Enahoro died intestate on the 7th day of May 2017 whereupon his eldest surviving son Prince Iyama Mark Enahoro under the Uromi/Esan Native Law and Custom became entitled to the assets and Liabilities of his Late father and in that capacity completed the father's transaction with me by collecting the outstanding One Million Naira from my husband on the 22nd of June 2017 as full and final payment in respect of the absolute sale of the property to me and equally executed a deed of transfer in that regard . I will recognize the agreement if I see it;
13. That by the payment of final installment of N1m, to Prince Enahoro Iyama Mark and the due execution of the last deed, the property at Ubiaja Road by Uwalor Junction on which Oando petrol station is built and operated, I became the legal, Customary and equitable owner of the said property in fee simple absolute free from encumbrances; and
14. That with the above transactions concluded, I allowed and permitted the 2nd Claimant (my husband) to continue to manage and occupy the property as the dealer of the Oando petrol station thereon."

From the above affidavit evidence, I am convinced that the Applicants have identified a legal right which they seek to protect in relation to the issues to be determined in the substantive suit.

On the second condition of having a serious question or substantial issue to be tried, I think this is a necessary corollary from the foregoing that there are serious and substantial issues to be determined in the main suit. In the case of: ***Onyesoh vs Nze Christopher Nnebedun & Others (1992) 1 NWLR (Pt.270) 461 at 462***, the Court re-emphasised that:

> ***"It is not the law that the applicant must show a prospect of obtaining a permanent injunction at the end of the trial. It is sufficient for the applicant to show that there is a serious question between the parties to be tried at the hearing."***

On the balance of convenience, the applicant must show that the balance of convenience is on his side. In the classical case of ***Kotoye v C.B.N. (1989) 1 NWLR (Pt.98) 419***, the Supreme Court explained that the applicant must establish that more justice will result in granting the application than in refusing it. The applicants have stated that they have everything to lose if the Respondent is not restrained by the order of the court and that the Respondents has nothing to lose if this Court makes an order restraining them from continuing the alleged acts of trespass.

From the available evidence, the balance of convenience tilts in favour of the Applicants because the Respondent has not shown what they stand to lose if the application is granted.

Next is on the requirement of inadequacy of damages. In the case of: ***American Cyanamid Co.vs Ethicon Ltd. (1975) (1975) 1 ALL E.R. at 504 pp 5l0***, the court stated that*:*

> ***"If damages …would be an adequate remedy and the defendant would be in a financial position to pay them, no interlocutory injunction should normally be granted, however strong the plaintiff's claim appeared to be at that stage"***

In paragraph 23 of the supporting affidavit, the Applicants deposed to the fact that: "***monetary damages cannot adequately compensate me on the continued trespass and obstruction caused by the defendant".*** The Respondent did not counter this deposition by asserting that monetary damages will be adequate compensation. I think the Applicants' deposition will suffice to sustain the requirement of inadequacy of damages.

On the condition of whether the Applicant was prompt in bringing the application, there is no allegation or complaint of delay against the Applicants.

Finally, on the requirement of an undertaking to pay damages in the event of a wrongful exercise of the Court's discretion in granting the injunction, contrary to the submission of the Respondent's counsel, in paragraph 26 of their affidavit in support of this application, the Applicants gave an undertaking to pay damages.

On the whole, I am satisfied that the Applicants have fulfilled the requirements in respect of the conditions for the grant of an order of interlocutory injunction. However the requirements for the grant of a mandatory injunction are more stringent.

Although a mandatory injunction is sometimes classified as an interlocutory order of injunction in that it may be granted upon an interlocutory injunction, it is a different type of injunction with its own features, and requiring a consideration of its own distinct principles. It is noteworthy in this respect that it is usually targeted upon a completed act and the order therefore may be made, for example to order a building which has been erected to be pulled down if it is established that the defendant erected it stealthily ***in order to steal a match on the plaintiff on having notice that an injunction was to be taken out against him.***

An order of interlocutory injunction is, on the other hand negative and restrictive in nature and it is made to preserve the res pending litigation or to prevent a breach. Also there is a difference in the quality of evidence necessary to entitle an applicant to relief in the two types of injunctions. In an application for an interlocutory injunction, all that the applicant is to show is that there are serious issues to be tried, that the balance of convenience is on his side, that his injury, if the defendant is not restrained cannot be adequately compensated with damages and that he is ready to enter into an undertaking as to damages. See: ***OBEYA MEMORIAL HOSPITAL V. ATTORNEY-GENERAL OF THE FEDERATION (1987) 3 NWLR (PT.60) 325; KOTOYE V. CENTRAL BANK OF NIGERIA (1989) 1 NWLR (PT.98) 419.***

But in an application for a mandatory injunction the Courts have usually shown more reluctance to make the order. Before it is granted the Courts require a higher degree of assurance that at the trial it will still appear that the mandatory injunction was rightly made. Furthermore, the Court must consider the fairness of the order, bearing in mind the fact that such an order is usually irreversible. For example, a house pulled down cannot be easily rebuilt.

In practice therefore, there must be either a trial of a claim for mandatory injunction or at least a substantive prayer in an application for it in clear terms followed by undisputable evidence of the infringement that entitled the applicant to the order. See: ***Kwankwaso vs. Governor of Kano State & Ors. (2006) LPELR – 11617 (CA).***

In the case of: ***HEPA GLOBAL ENERGY VS FRN (2016) LPELR 41288 CA*** cited by the learned counsel for the Applicants, the Applicant therein applied for ***"A Mandatory Order of restorative injunction compelling the Respondent including the EFCC and/or anyone acting or purporting to act for on their behalf to restore and/or refund the sum of USS975,709.50 (Nine Hundred and Seventy-Five Thousand, Seven Hundred and Nine United***

States Dollars, Fifty Cents) or any other sum of money contained in the Appellant/Applicant's Company Naira Account No: 0342986032, domiciled with First City Monument Bank Plc (FCMB), together with interests at 60% per annum, which was unlawfully transferred by the Respondent including EFCC and/or through (FCMB) from the account of the Applicant to the Consolidated Revenue Fund account domiciled with the Central Bank of Nigeria on 27/11/2015 in spite of the prompt service of the Applicant's Notice of Appeal dated 18/11/2015 and the Motion on Notice dated 26/11/2015 for stay of execution of judgment on the Respondent, pending the determination of the appeal against the judgment of the lower Court in CHARGE NO: FHC/L/156C/2014 delivered on 30/10/2015" (underlining, mine)

Thus in the said case, the Respondent transferred the funds from the Applicant's account while the matter was pending on appeal. The idea was to frustrate the pending appeal, in technical parlance, the move was meant ***to steal a match on the Applicant.*** That is why the Court of Appeal granted the application for mandatory injunction to restore the parties to the ***status quo ante*** at the time of filing the appeal in order to the prevent the Respondent from stealing a match on the Applicant.

In the instant case, upon a careful perusal of the mandatory reliefs being sought by the Applicants, it is apparent that they are not merely seeking for a mandatory order to restore the parties to the ***status quo ante*** at the time of filing the writ because ***at the time of filing the Writ, the heap of granite had already been deposited on the land.*** The Applicants are going far backwards to the time when the cause of action arose. As a matter of fact, Relief (iii) of the Writ is: ***"A Declaration that the dumping of the granite at the property and continued obstruction of the due sale and dispensation of the petroleum products therein is an act of trespass."*** So it is clear that the Defendant did not stealthily deposit the granite on the petrol station ***in order to steal a match on the Claimant.*** The granite was deposited ever before the match commenced. In fact the dumping of the granite on the land is part of the reason for the match. It preceded the match. If there is anyone trying to steal a match, I think it is the Applicants who are trying to do so by attempting to move the Court to make an order which may effectively determine a salient aspect of the substantive suit.

Thus by this application, the applicants are indirectly seeking the determination of the substantive suit by a motion for mandatory injunction. Certainly, prayer 1 of the motion for mandatory injunction cannot be granted without delving into the merits of the substantive suit which Courts are enjoined not to do. In the case of: ***UNIVERSITY PRESS LTD V. I.K. MARTINS NIG. LTD. (2000) 4 NWLR (PT.654) 584 at 595***, the Supreme Court, ***per Achike, JSC***, held that the trial Court as well as intermediate appellate Court should desist from making positive pronouncements touching on the substantive issue while they are only engaged in the determination of interlocutory matters before them. The practice is unacceptable because it pre-judges the real matter in controversy even before the evidence and arguments by learned counsel have being marshaled on the substantive issue. This Court therefore must comply with the Supreme Court's decision in this regard. In the event, the prayer for mandatory injunction cannot be granted.

Consequently, the first prayer for Mandatory Injunction is refused and the second prayer for Interlocutory Injunction is granted as follows:

The Claimants/Applicants are granted an order of Interlocutory Injunction restraining the Defendant either by itself, their agents, servants and/or privies from disturbing or further

disturbing the running of the Oando Petrol Station on the property in dispute in any manner whatsoever, pending the determination of the substantive suit.

I make no order as to costs.

P.A.AKHIHIERO
JUDGE
30/01/2020

COUNSEL:

1. G.C.IGBOKWE ESQ (SAN)…….CLAIMANTS/APPLICANTS

2. C.O.OSEMEILU ESQ……..……..DEFENDANT/RESPONDENT