



C.O. TOYIN PINHEIRO & CO.

BARRISTERS-AT-LAW

SOLICITORS OF THE SUPREME COURT OF NIGERIA, NOTARIES PUBLIC

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October 21st, 2026

The Assistant Inspector General of Police
Zone 2, Headquarters
2, Island Club Road,
Onikan, Lagos

Dear Sir,

APPLICATION FOR POLICE PROTECTION

We are Solicitors to **SKYVIEW PROPERTIES LIMITED** (hereinafter referred to as "our Client"), and on whose behalf we write to respectfully request police protection.

We bring to your attention that our client instituted a suit before the High Court of Lagos State in **Suit No. LD/1006^{CMW}/2015** and the said judgment delivered by **HON. JUSTICE K. A. JOSE (MRS.)** on the 30th day of June, 2025 confirmed the title of our Client to the property registered as No. 37 at Page 37 in Volume 2491 of the Lands Registry, and situated at Plot 37, Block 77, Lekki Peninsula Scheme I, Lekki, Lagos State. Attached is the Certified True Copy of the judgment.

This request is to enable representatives of our Client to carry out development and construction work on our client's property at Plot 37, Block 77, Lekki Peninsula Scheme I, Lekki, Lagos.

In view of the above, and considering the potential for resistance or disturbance, we humbly seek police presence and protection during the exercise.

Kindly note that our Client is prepared to provide the necessary logistics to facilitate police support in this regard.

We shall appreciate your kind and urgent attention to this request.

Yours faithfully,


IFEOLUWA ADEBAMBO ESQ. ACTI
C. O. TOYIN PINHEIRO & CO.

C.O. Toyin Pinheiro SAN (Principal Partner)

Kolade Obafemi SAN (Partner), Modupe Koku LLB. (Hons) BL, Tope Pinheiro LL.M, Akeem Oyeboade LL.B. (Hons) BL,
Ifeoluwa Adebambo LLB. (Hons) BL, ACTI, Emmanuel Daniel Bwala LLB (Hons) BL, LL.M., Oluwatobi Smith Esq BA (Hons), LLB (Hons) BL



NATIONAL SECRETARIAT
NBA House, Plot 1101 Mohammadu,
Buhari Way, Central Business District,
Abuja, F.C.T Nigeria

Payment date: 2026-04-10T16:21:00.335Z

Payment Reference:

STAMP-1775838060175-72

PAYMENT RECEIPT

PAYER INFORMATION

Name	IFEOMA TEMITOPE ADEBAMBO
Payee Branch	Lagos
Enrollment No.	SCN062391
Email	ifeoluwapoesq@yahoo.com
Year of Call	2008

PAYMENT DETAILS

PAYMENT DATE	PAYMENT REF.	PAYMENT DESCRIPTION	AMOUNT ₦	CHARGES ₦	VAT ₦	TOTAL ₦
2026-04-10T16:21:00.335Z	STAMP-1775838060175-72	Stamp and Seal Fee	4300	0.00	0.00	4300

PAYMENT CHANNEL INFORMATION

TRANSITION	STATUS	PAYMENT TYPE	PAYMENT YEAR	BILLING METHOD
NBA Portal	Successful	STAMP_SEAL	2026	FLUTTERWAVE



IN THE HIGH COURT OF LAGOS STATE
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT THE COMMERCIAL DIVISION, TAPA STREET, LAGOS
BEFORE THE HON. JUSTICE K. A. JOSE (MRS.)
30TH DAY OF JUNE, 2025

SUIT NO: LD/1006CMW/2015

BETWEEN

SKYVIEW PROPERTIES LIMITED

CLAIMANT

AND

1. MR. SAMUEL ALAO AJIBODE
2. THE ATTORNEY GENERAL OF LAGOS STATE
3. THE EXECUTIVE SECRETARY, LAGOS STATE, LAND BUREAU

DEFENDANTS

JUDGMENT

The Claimant is by its amended writ of summons and statement of claim dated the 8th day of March, 2019 claiming against the Defendants for the following reliefs:

- i. A declaration that by virtue of the deed of assignment registered as No. 37 at Page 37 in Volume 2491, the Defendant having sold and transferred his interest in the property situate at Plot 37, Block 77, Lekki Peninsular Scheme 1, Lekki, Lagos is no more entitled to be regarded as the holder of the Certificate of Occupancy No. 50 at Page 50 in Volume 1990^A.
- ii. An order of perpetual injunction restraining the Defendant, his agents and privies from further trespassing on the property situate at Plot 37, Block 77, Lekki Peninsular Scheme 1, Lekki, Lagos and from further harassing the Claimant, its servants, employees, agents and privies in respect of any matter relating to the property.
- iii. General damages in the sum of N100,000,000 (One Hundred Million Naira) for the harassment, inconvenience, embarrassment and falsehood being perpetrated against the Claimant by the 1st Defendant.
- iv. A declaration that the notice of revocation dated 8th of August, 2016 which purports to revoke the existing right of occupancy in respect of the property known as Block 77, Plot 37 Lekki in Lekki Residential Scheme 1 is null and void and of no effect as no notice of revocation was served on the Claimant who is the assigned of the property by virtue of the deed of assignment registered as No. 37 at Page 37 in Volume 2491 which was registered on the 29th of January, 2015 at the Lands Registry and the failure to serve the Claimant with the notice of revocation is a breach of the Claimant's right to fair hearing.

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- v. An order of court setting aside the notice of revocation dated 8th of August, 2016 which purports to revoke the existing right of occupancy in respect of the property known as Block 77, Plot 37 Lekki in Lekki Residential Scheme 1 when the notice of revocation was not served on the Claimant who is the assignee of the property by virtue of the deed of assignment registered as No. 37 at Page 37 in Volume 2491 which was registered on the 29th of January, 2015 at the Lands Registry.

The 1st Defendant filed an amended statement of defence and counterclaim dated 31st of January, 2024 wherein he counterclaimed against the Claimant and 2nd and 3rd Defendants for:

1. A declaration that the 1st Defendant is the allottee of the property situate at Plot 37, Block 77, Lekki Peninsular Scheme 1 and in respect of which the 1st Defendant holds a certificate of occupancy dated the 25th day of January, 1990 registered as No. 50 Page 50 in Volume 1990^A of the Lagos State Lands Registry office, Alausa, Ikeja, Lagos now lost and replaced by memorandum of loss dated 2nd February 2015 registered as 57/51/2498 in the same Land Registry, Alausa, Ikeja, Lagos State.
2. A declaration that the 1st Defendant never ever sold the property to the Claimant and the Claimant's deed of assignment dated 1st August 2011 and registered as 37/37/2491 at the Lands Registry, Alausa, Ikeja is null and void.
3. An order setting aside the said deed of assignment to the extent that it relates to the property in dispute.
4. A declaration that the purported revocation of the 1st Defendant's right of occupancy by the Lagos State Government represented by the 2nd and 3rd Defendants by virtue of a Notice of revocation of Right of Occupancy dated the 8th day of August 2016 is null and void.

Or alternatively:

5. An order directing the 2nd and 3rd Defendants to re-allocate the land, the subject matter of this suit to the 1st Defendant.
6. An order of perpetual injunction restraining the Claimant by itself, its agent or privies from further trespassing on the property situate at Plot 37, Block 77, Lekki Peninsular Scheme 1 and from further harassing the 1st Defendant, agents and privies in respect of all matters relating to the said property.
7. An order of perpetual injunction restraining the Claimant by itself, its agents or privies from transferring any interest on the said land to anybody whomsoever.
8. Cost.

The 2nd and 3rd Defendants filed a consequential amended statement of defence/defence to counterclaim dated 1st of March, 2024.

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The Claimant filed a further reply to the 1st Defendant's amended statement of defence and defence to counterclaim dated 19th March 2024 in which it raised a counterclaim to the 1st Defendant's counterclaim as follows:

- a.) A declaration that the 1st Defendant having sold his property situate at Plot 37, Block 77, Lekki Peninsular Scheme 1, Lagos which is registered as No. 50 at Page 50 in Volume 1990^A of the Lagos State Lands Registry office, Alausa, Ikeja, Lagos to Mr. Yomi Edu, who transferred the property to the Claimant, the 1st Defendant has no interest in the land capable of protection by the honourable court.
- b.) An order of the honourable court restraining the 1st Defendant by himself, his agent or privies from transferring any interest on the said land situate at Plot 37, Block 77, Lekki Peninsular Scheme 1, Lagos to anybody whomsoever.
- c.) Cost of the action.

The 1st Defendant filed a reply to the 1st Claimant's amended defence to counterclaim dated 26th March 2024.

At trial, the Claimant called three witnesses; two of whom were on subpoena. The 1st Defendant called one witness whilst the 2nd and 3rd Defendants also called one witness.

The Claimant's first witness was a Deputy Superintendent of Police Samuel Ode, (SPW1) who was subpoenaed to produce certain documents before the Court. The documents produced by him were as follows:

1. Letter by Emmanuel Bwala Esq. to the Commissioner of Police dated 19/8/2015
2. Letter by Commissioner of Police Ikoyi to Commissioner of Police Ikeja dated 14th August 2015 and attached documents.

After the production of the documents by SPW1, they were tendered by the Claimant's Counsel and admitted in evidence as Exhibit C1.

The Claimant's second witness was a legal practitioner, C. O. Toyin Pinheiro SAN (CW1) who testified vide his statements on oath dated 15th day of January, 2024, 14th of February, 2024 and 25th of March, 2024. The evidence in the first statement is summarised as follows: the 1st Defendant is the original allottee and holder of the certificate of occupancy dated 25th of January, 1990 registered as No. 50 at Page 50 in Volume 1990^A of the Lagos State Lands Registry in respect of the property situate at Plot 37, Block 77, Lekki Peninsular Scheme 1, Lekki, Eti-Osa Local Government, Lagos measuring 1631.32 square meters (hereinafter referred to as the property). In 1990 the 1st Defendant transferred his interest in the property to one Mr. Yomi Edu and gave the certificate of occupancy to Mr Yomi Edu who subsequently sold the property to the Claimant sometime in 1995 and instructed one Mr Koye Edu a solicitor to prepare all

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legal documentation on the property. Mr Koye Edu unfortunately misplaced the deed of assignment and Form 1C which were signed by the Defendant. After payment of the consideration for the property, the Claimant was put in possession of the property by Mr. Yomi Edu and it commenced construction of a perimeter fence and boys quarters thereon without interruption or disturbance from any person including the 1st Defendant.

The Claimant thereafter approached the law firm of CW1, C. O. Toyin Pinheiro & Co., and informed the law firm of the issues it had on the legal documentation of the property. The law firm on seeing the original certificate of occupancy advised that since the 1st Defendant was still around it would be better to obtain a deed of assignment directly executed by him as it was not economical to process consent to his assignment to Mr Yomi Edu as well as consent to the transaction between Mr Yomi Edu and the Claimant. CW1 instructed one Mr C. A. Chanbang to visit the 1st Defendant and discuss the Claimant's predicament with him. This was done and the 1st Defendant agreed to assign directly to the Claimant for valuable consideration. A deed of assignment was prepared in the 1st Defendant's name upon which he went to CW1's office where he duly executed the deed along with purchase receipt and Form 1C in favour of the Claimant and was given with a cheque of N500,000 (Five Hundred Thousand Naira) for which he issued a receipt.

The Claimant thereafter processed application for Governor's consent to the transaction and paid all assessed fees including capital contribution of N20,537,503.14 (Twenty Million, Five Hundred and Thirty Seven Thousand, Five Hundred and Three Naira and Fourteen Kobo). After the Governor's consent was obtained, the Claimant approached the Lagos State Lands Registry for registration of the deed of assignment and was instructed to provide a valid form of identification of the 1st Defendant. Mr. Chanbang again approached the 1st Defendant on behalf of the Claimant sometime in 2015 for this purpose, but the 1st Defendant refused to oblige the Claimant and demanded for a further payment of N50,000,000 (Fifty Million Naira). In spite of the non production of the 1st Defendant's identification documents the Claimant was able to register the deed of assignment upon production of the original certificate of occupancy.

When the 1st Defendant did not receive the payment he demanded, he wrote a petition to the Commissioner of Police alleging that the CW1, and one Mr. Kolade Obafemi had forged the deed of assignment and his signature. CW1 honoured the police invitation where he wrote his statement and was interviewed by the police. The 1st Defendant admitted during the police interview to selling his property in 1990/1991 to Mr. Yomi Edu for N300,000 (Three Hundred Thousand Naira) and handing over the certificate of occupancy to Mr Yomi Edu. The 1st Defendant also admitted deposing to an affidavit of loss of the certificate of occupancy and that he was already making efforts to sell the property to another person. The interrogating police

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[Handwritten signature]

officer advised him to put the sale on hold pending completion of investigation but in spite of this advice, the 1st Defendant continued to market the property to other persons and a group of people visited the property on the 3rd of August, 2015 to destroy the gate on same.

After the filing of this case in court, Lagos State Government revoked the right of occupancy over the property by a letter dated 8th day of August, 2016 but the revocation letter was addressed to the 1st Defendant not the Claimant regardless of the fact that the government had been granted consent to the deed of assignment between the Claimant and the Defendant and the assignment registered at the Land Registry.

The second statement of CW1 made in response to the defence and counterclaim is summed up as follows: It was the Claimant that erected boys quarters on the property and when it wanted to build the main structure it pulled the boys quarters down, this was not done by the as 1st Defendant as alleged by him. CW1 did not at any time negotiate or indicate any intention to purchase the property for N50 Million or any other sum. The purchase receipt, deed of assignment and Form 1C signed by the 1st Defendant were handed over to the police for forensic analysis and the report of the police handwriting expert was that the 1st Defendant signed all the documents.

Mr Chanbang first came into contact with the 1st Defendant in 2009 and was the one that gave him the office address of CW1 after which the 1st Defendant was paid N500,000.00. It was when Mr Chanbang approached the 1st Defendant for further assistance on his identification that he asked for N50 Million before he could release his identification details and said amount was never negotiated by him with CW1 as purchase price of the property. When the 1st Defendant collected N500,000 he was aware that the certificate of occupancy was with the Claimant and that same was handed over to it by Mr Yomi Edu. The Claimant did not know where the 1st Defendant resided and did not have any communication with him. Rather he was the one putting up newspaper advertisements on the property even though same was subject of litigation.

Mr. Kolade Obafemi and Mr. Chanbang were going regularly to the office of the Commissioner of Police for the report of the police analysis but were told the report was not ready and they would be informed when it was. They thus stopped going to the police and the police did not invite them to come and see the report. On receipt of a motion dated 6th October 2017, it was observed that the 1st Defendant exhibited a forensic report dated 21st March 2016 which was signed by ASP Reginald Udunze who had earlier signed a forensic report dated 14th August 2015. By virtue of a letter dated 8th of March, 2017 submitted by the Commissioner of Police, X Squad, Lagos State Police Command to the Deputy Commissioner of Police, Force Criminal Intelligence and Investigation Department (FCIID) Annex, Kaduna, the Kaduna FCIID conducted a forensic examination of the 1st Defendant's signatures and issued a report dated 15th day of

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May, 2017 stating that the 1st Defendant signed all the documents attached to the request letter.

The 1st Defendant damaged the entrance gate and with the help of police from another station and erected another gate on the property. He compromised his counterclaim when he agreed to out of court settlement with payment of the sum of N3,500,000 (Three Million, Five Hundred Thousand Naira) to him by the Claimant. The terms of settlement was notarized before a notary public in the United States of America which terms were in consonance with the statement made by the 1st Defendant at the Lagos State Police Command. The 1st Defendant however reneged at the point of execution of the terms and briefed a new solicitor.

In the third statement CW1 said the 1st Defendant had a pattern of selling the property to unsuspecting people only to demand for money and renege when not met. He referred to a deed of assignment and some other documents on the property between the 1st Defendant and one David Olumide Aderinokun (Mr Aderinokun).

Documents tendered through CW1 were admitted and marked as follows:

- 1.) Deed of assignment between the 1st Defendant and the Claimant- Exhibit C2
- 2.) Certificate of occupancy- Exhibit C3
- 3.) Revenue collection receipt dated 15/5/2017- Exhibit C4A
- 4.) Letter by Claimant's solicitor to the Deputy Commissioner of Police dated 8/3/2017- Exhibit C4B
- 5.) Deed of assignment between the 1st Defendant and Claimant- Exhibit C4C
- 6.) Purchase receipt dated 26/3/2009- Exhibit C4D
- 7.) Lagos State Form 1C- Exhibit C4E
- 8.) Purchase receipt dated 26/3/2009 and signature specimen- Exhibit C4F
- 9.) Copy of GTBank cheque dated 26/3/2009- Exhibit C4G
- 10.) First Bank letter dated 15/2/2016- Exhibit C4H
- 11.) Two Nigeria Police Force, Kaduna letters to Claimant's solicitor both dated 15/4/2017- Exhibit C4I & J
- 12.) Signature comparative chart- Exhibit C4K
- 13.) Lagos State Land Registry receipt dated 24/1/2024- Exhibit C5A
- 14.) Lagos State Land Registry receipt dated 24/1/2024- Exhibit C5B
- 15.) Copy of Guaranty Trust Bank cheque dated 26/3/2009- Exhibit C6A
- 16.) Purchase receipt dated 26/3/2009- Exhibit C6B
- 17.) Nigeria Police Force letter of invitation to CW1 and Kolade Obafemi respectively dated 14/7/2015- Exhibit C6C & D
- 18.) Lagos State Government letter to the 1st Defendant dated 30/6/2009- Exhibit C6E
- 19.) Terms of settlement- Exhibit C7

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- 20.) Deed of assignment between the 1st Defendant and Mr Aderinokun – Exhibit C8
- 21.) 1st Defendant's letter of authority to take possession dated 20/6/2015- Exhibit C9
- 22.) Letter by Bassey Effiom & Co. dated 5/8/2015 to Mr Aderinokun- Exhibit C10

Upon cross examination, CW1 maintained that the 1st Defendant sold the property to Mr. Yomi Edu in the early 1990s who in turn sold to the Claimant of which he is a Director. When asked what document Mr. Yomi Edu had in proof of purchase of the property, CW1 responded that the deed of assignment between Mr. Yomi Edu and the 1st Defendant was evidence of the purchase. He stated that there was an agreement between the Claimant and the 1st Defendant and consideration was furnished to the 1st Defendant in respect of the property. On exhibit C6C, witness agreed that he was invited by the Police in respect of the 1st Defendant's petition, where he and the 1st Defendant made statements to the Police which investigated the matter and the forensic reports were issued. CW1 stated that he did not know whether the Nigeria Police Force at Kaduna invited the 1st Defendant for questioning but he wrote a letter to them. He agreed that the forensic report of 14th of August, 2015 (part of Exhibit C1) was not addressed to him. When questioned on Exhibit C8, he confirmed that he was not a party to the transaction and that if the 1st Defendant had sold the property in the early 1990s, there would be no property to be sold to Mr. Aderinokun in Exhibit C8. When questioned on Exhibit C10, CW1 answered that the letter states "for development purposes" but Exhibit C8 stated otherwise. He agreed that the sum of N25 Million Naira mentioned in Exhibit C10 as fee could have been used in any context.

The Claimant's second subpoenaed witness (SPW2) was Reginald Udenze, a retired Deputy Superintendent of Police and forensic expert. His testimony is as follows: on 30th of July, 2015 he received a letter from the Commissioner of Police, Lagos State Police Command with attached documents marked A-F for examination of the signature on the documents to determine whether they were signed by one person or different people. His examination of the documents was done with the aid of scientific equipment upon which he found that the same person signed the signatures on the documents A-F. His examination report was issued and addressed to the Commissioner of Police, Lagos State Police Command and same had been admitted as Exhibit C1. When asked if he could show from Exhibit C1 that the 1st Defendant signed the documents, he said that he did not know the parties to this suit.

Under cross-examination by the 1st Defendant's Counsel, SPW2 agreed that he signed another forensic report dated 21st March 2016 based on the application of one Barrister Bassey Effiom to the Commissioner of Police (FCIID) who forwarded the application to his office and he in return sent the report to Barrister Bassey Effiom through the office of the Commissioner of Police (FCIID). The report attached to the letter by the Nigeria Police Force to Bassey Effiom & Co and attached documents were then tendered through SPW2 and admitted as Exhibit C11.

When re-examined by the Claimant's Counsel, SPW2 was asked what was the difference was between Exhibit C1 and C11, to which he stated that the schedule of documents in Exhibit C1 were six samples while there were three samples of signature in the schedule of Exhibit C11. He stated that findings were based on the documents made available for examination and that the exhibits had different sets of documents attached.

The 1st Defendant Samuel Alao Ajibode was his own witness (DW1) and he testified in chief vide his written statements on oath dated 7th of December, 2015, 8th of March, 2024 and 26th of March, 2024 as follows: he is the allottee of the matter of the property over which he holds a certificate of occupancy registered at the Lands Registry Ikeja Lagos. Since he acquired title to the property, he has not transferred his interest to anyone named Yomi Edu neither did he instruct Koye Edu to prepare legal documentation on the property. He had always being in possession and always visited the property until 25th July 2015 when he discovered acts of trespass by the Claimant in constructing a boys quarters on the property which he demolished and drove the Claimant away.

Sometime in 2009 he was approached by one Mr. Chanbang and CW1 with an offer for CW1 to buy the property. He expressed his willingness to transfer his interest in the property to CW1 at a price of N50,000,000 (Fifty Million Naira) but CW1 said he wanted to negotiate the price. As a gesture of his commitment to purchase the property whilst negotiation was on, CW1 issued a cheque to him in the sum of N500,000 as deposit with the assurance that the balance would be paid upon close of negotiation. DW1 acknowledged receipt of the cheque on the face of a copy of the cheque but he did not issue any purchase receipt for the sum received neither did he sign a deed of assignment or Form 1C in favour of the Claimant. He was shocked when he was contacted by Mr Chanbang with a request for a copy of his driver's licence or international passport to enable registration of the deed of assignment transferring his interest in the property. He did not oblige Mr Chanbang with the requested documents and said he would only release them if the agreed purchase price was paid in full.

He thereafter approached the Lagos State Lands Registry to investigate about the status of his registered title to the property and he discovered that a deed of assignment between himself and the Claimant whom he did not know and which deed he never executed had been registered on the property. DW1 instructed his counsel, Messrs. Bassey Effiom & Co. to write a petition to the Commissioner of Police on the suspected theft of his identity, forgery of his signature and threat to his life. Parties were invited by the police and DW1 honoured the invitation on the 21st of July, 2015. On the said date, he informed the police that he had lost his certificate of occupancy and subsequent to this he swore to an affidavit to generate a police report which culminated in registration of memorandum of loss dated 2/2/2015 at the Lands Registry. CW1, Mr Chanbang and Mr Obafemi (a Counsel in CW1's chambers) went to the police

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on the 28th of July, 2015 and their statements were taken. The police rescheduled the meeting to the 11th of August, 2015 to enable it conduct forensic analysis of the signature of DW1 on the documents that were alleged to be forged. Upon conclusion of the forensic analysis, it was revealed in the report dated 21st of March, 2016 (Exhibit C11) that DW1 did not sign the documents intended to transfer his interest. DW1 said he only participated with the Claimant in the investigation by the Lagos State Police Command which led to the report of 21st March 2016 and the police at Kaduna did not investigate the case. No document was sent to the Police Command at Kaduna neither were statements made to it nor forensic investigation requested of it to DW1's knowledge.

The Claimant through its agents, servants and privies resorted to acts of intimidation and self-help to disturb DW1's peaceful possession and he was constrained to erect a gate on the property on the 25th of July, 2015 when he noticed acts of trespass by the Claimant. He constantly visited the property did not at any time transfer his interest over the property to any person and also did not instruct the Claimant or its lawyer to pay any fee to the Lagos State Government. A notice of revocation of his right of occupancy over the property dated 8th of August, 2016 was served on him during the pendency of this suit and upon appeal of same, the revocation was rescinded.

During this proceedings, his former lawyer Mr Folami Fashe (Mr Fashe) and CW1 discussed settlement which he did not object to but when he sensed foul play on the part of the Claimant, he changed his mind and decided to proceed with the trial. He never accepted the sum of N3.5 Million from the Claimant neither did he receive money from Mr Fashe and he believed that Mr Fashe had returned to CW1 whatever money might have changed hands between them. He was later told that the money had been refunded to CW1's law firm and an affidavit filed in Court for that purpose. There was never a deed of assignment dated 18th August 2007 between him and Mr Aderinokun in respect of the property. He met Mr. Aderinokun in 2015 and they had a development agreement on the property on joint venture basis and he was to be paid a premium of N25 Million which was not paid hence the development agreement died a natural death.

DW1 tendered documents which were admitted and marked as follows:

- 1.) Land Registry Revenue Receipt dated 11/1/24 and attached documents- Exhibit D1
- 2.) Affidavit of refund of money dated 8/3/24 with attached documents- Exhibit D2

Under cross-examination by the Claimant's counsel, DW1 stated that he was approached by Mr. Chanbang at his residence after which he visited the office of CW1 sometime in 2011 where he said he was willing to sell the property for N50,000,000 (Fifty Million Naira). He said the cheque of N500,000 was issued to him by CW1 as an expression of interest and not as deposit

or part-payment of the purchase price but he did not refund this amount. When asked if he informed CW1 at the time he collected the N500,000 that his title document was lost, he said did not remember if he did so. He said that it was in 2015, he was approached by one Mr. Adeyori on behalf of Mr. Aderinokun who expressed interest in developing his property and he informed Mr. Aderinokun about the loss of his title to the property who then processed the registration of the memorandum of loss. He agreed that the Police obtained specimen of his signature from the disputed documents and also from his First Bank documents all of which were sent for forensic examination. When asked if the outcome of the forensic analysis was a report dated 14th August 2015 (Exhibit C1) he stated that the report he had was Exhibit C11 and Exhibit C1 was incorrect. As regards Exhibit C1 which said all the documents were signed by the same person, he said did it was not correct that he signed the documents. He agreed that Exhibit C11 was issued pursuant to Mr. Bassey Effiom, his former Solicitor's petition. When told that Exhibit C1 was also a result of Mr Effiom's petition to the police he said he was not aware of Exhibit C1. On Exhibit C7 (the terms of settlement), DW1 agreed that same was prepared and sent to him by his then counsel, Mr. Fashe and he signed it before a notary public in Texas but it could not be regarded as executed unless all parties signed it. When asked about capital contribution of over N20 Million paid on the property by CW1, DW1 said he did not instruct anyone to pay on his behalf. He however agreed that he had not paid any fee to the Lagos State Government in the last 20 years in respect of the property and said it was not because he had transferred his tile to Mr Yomi Edu that he did not make any payment

When cross-examined by the 2nd and 3rd Defendant's counsel, DW1 stated that he was aware of the notice of revocation and contested it through his lawyer who approached the Executive Secretary on his behalf and the revocation notice was later withdrawn. When asked if he placed a caution on his title after registering the memorandum of loss at the Lands Registry, DW1 answered that he placed a notice on the fence of the property and his lawyer also wrote to the Executive Secretary in that regard which letter was not before the court. He said that he was aware of the process of transferring title in a property and that during negotiation on such transfer, the 2nd and 3rd Defendants would not be involved.

When re-examined, DW1 stated that the Lagos State Government did not serve on him a notice of demand for any fee and the N1 Million he received from Mr. Aderinokun was development fee which agreement did not go through.

The 2nd and 3rd Defendants' witness was Mr. Arowosaye-Ogundiji Oluyemi, an officer of the Directorate of Lands Services and the Scheme Officer for Lekki Scheme who testified in chief vide his statement on oath dated 4th of March, 2024 as follows: the 1st Defendant was issued a letter of allocation as well as a certificate of occupancy in respect of the property upon certain terms, part of which was that the holder of the right of occupancy is to erect and complete

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buildings or structures on the property granted within two (2) years and payment of ground rent as and when due. The 1st Defendant however failed to comply with the directives of the Governor of Lagos State as stipulated and the right of occupancy over the property was revoked by the Governor on 8th August 2016. Due to various pleas and representations, the property was released from revocation and the release was published in the Lagos State Official Gazette No. 34 Volume 50 dated 20th of September, 2017.

Upon fulfillment of the requirements for perfection of title documents the Claimant applied for governor's consent to the deed of assignment between itself and the 1st Defendant which was granted and the deed was registered at the Lands Registry. The 1st Defendant also registered a memorandum of loss dated 2/2/15 of the original certificate of occupancy on the property. The Registrar of Titles, not being a signature expert, was unable to determine fraud or forgery and would only register a title after the due process of law was met.

DW2 tendered documents which were admitted and marked as follows:

- 3.) Lagos State Public notice dated 16/11/2015 - Exhibit D3
- 4.) Lagos State Official Gazette No. 34 Volume 50 dated 20/9/2017- Exhibit D4

Under cross-examination by the Claimant's counsel, DW2 stated that certificate of occupancy is only issued once on a property though governor's consent can be granted several times on the same property. DW2 confirmed that on Exhibit C2 consent was granted in favour of the Claimant on the 29th of January, 2015. DW2 also confirmed that the sum of N20,537,503.14 was paid by the 1st Defendant through CW1 and acknowledged by the Lagos State Government by Exhibit C6E. DW2 stated that whilst consent is being processed, the name of the original allottee would continue to remain on the certificate of occupancy until governor's consent is granted.

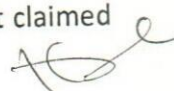
Upon closure of the case of parties, Counsel on all sides filed final addresses which they adopted before the Court.

Counsel to the 1st Defendant, J. M. Afekhuai Esq. raised two issues for determination in his address:

- 1.) Given the facts of the case, whether the Claimant has been able to prove its case on preponderance of evidence before the honourable court.
- 2.) Whether the 1st Defendant is not entitled to reliefs sought in his counterclaim.

Relying on Section 133-135 of the Evidence Act, Counsel submitted that a party who asserts particular fact must prove its existence and as such the Claimant who was claiming sale to it of the property, ought to lead evidence of sale of the property by the 1st Defendant to Yomi Edu and sale of same from Yomi Edu to the Claimant, which the Claimant failed to do as it claimed

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the instrument by which it acquired the property from Yomi Edu as well as the instrument of sale from the 1st Defendant to Yomi Edu were lost. Citing the case of INAKOJU V. ADELEKE 2007 NWLR PT. 1925 AT 571, Counsel argued that by Section 167(a) of the Evidence Act, the Claimant who was in custody of the original certificate of occupancy of the 1st Defendant ought to account for the possession of same but it failed to call Yomi Edu as its witness in proof of this fact. Counsel noted that the Claimant did not approach Yomi Edu to execute another sales document on its behalf neither was there evidence led to show that Yomi Edu was ever in possession of the property. Counsel noted that in paragraph 15 of CW1's written statement on oath dated 14th February 2024, he admitted that the Claimant had been aware since 2015 that the 1st Defendant swore to an affidavit of loss of the certificate of occupancy and also made a newspaper publication and registered a subsequent memorandum of loss, but the Claimant did not counter the publication or debunk same. Counsel submitted that because there was no credible evidence of how the certificate of occupancy came into the Claimant's custody, the memorandum of loss registered had overtaken the certificate of occupancy. It was noted the Claimant did not purchase the property in dispute from the 1st Defendant but merely sought to regularize the purchase from Yomi Edu with the 1st Defendant. It was submitted on the authority of UAC Vs MCFOY 1962 AC 152 that you cannot put something on nothing. It was noted that there was no evidence that the 1st Defendant sold to Yomi Edu or that Yomi Edu sold to the Claimant yet the Claimant gave N500,000 to the 1st Defendant to regularise the sale to it. It was submitted that this was an exercise in futility as there was nothing to put the facts on.

Counsel pointed out that a look at Exhibit C6A (cheque to 1st Defendant in the sum of N500,000) would reveal that it was issued by CW1's law firm and not the Claimant and that going by Section 167(C) of the Evidence Act, it was normal course of business for a purchaser to pay certain sum to a seller as a show of seriousness to purchase so the seller could hold the product over a period of time on his behalf. Counsel urged the court to disbelieve the Claimant's assertion that the payment was for regularization of the property the Claimant bought. Counsel argued that CW1 also stated in his statement that the 1st Defendant requested for N50 Million after payment of the N500,000 which meant that the 1st Defendant actually demanded N50,000,000 as purchase price of the property but was not paid. Counsel submitted that the uncontroverted evidence of the 1st Defendant was that he was unaware of the Claimant until sometime in 2015 as he was approached by CW1 and given a cheque in CW1's name thus he believed he was in negotiation with CW1 even though parties did not reach a consensus. Counsel submitted further that the absence of contract between parties deterred the Claimant from requesting for specific performance when the 1st Defendant refused to provide his means of identification and also from filing a complaint with the police when the 1st Defendant demolished its construction on the property. Counsel urged the court to hold that the signature of the 1st Defendant was forged on the purchase receipt as reported in Exhibit C11 as it would be illogical for the 1st Defendant to issue a purchase receipt in the sum of

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N500,000 for a property worth N50 Million. Counsel argued that the 1st Defendant would also not logically receive N500,000 and execute a deed of assignment in sum of N2,000,000. Counsel submitted that registration does not cure defect in title hence the Claimant's disputed deed of assignment Exhibit C2 should be set aside by the court. Citing the case of OGIALE V SHELL PETROLEUM DEV. CO. 1997 1 NWLR PT. 480 Counsel submitted that where there is conflict in expert opinion on a subject, the court has the duty to resolve the conflict by rejecting one of the opinions. Counsel also cited MUDASHIRU V ABDULLAHI 2011 7 NWLR PT 1247 591 wherein it was held that it is unsafe for a judgment to be based solely on expert opinion on handwriting without corroboration of same. Counsel urged the court to resolve the signature dispute by either of the four ways laid down in the case of ADENLE V OLUDE 2002 18 NWLR PT. 799 413. Counsel submitted that it is trite law that a Claimant must succeed on the strength of his case and not on the weakness of his opponent thus the Claimant in this case claiming title to the property has to prove same by one of the five acceptable means to proving title laid down in IDUNDUN V OKUMAGBA 1976 10 NSCC 45 which the Claimant here had failed to do as it failed to show the chain of transfer of the property from the 1st Defendant to Yomi Edu then to itself and thus, it had failed to establish its root of title. Counsel noted the Exhibit C2 and Exhibit C4D relied upon by the Claimant as its root of title had been certified as forged by Exhibit C11 hence the Claimant could not be said to have proved its case. On the alleged sale of the property to Mr. Arinokun Counsel submitted that the 1st Defendant had led uncontroverted evidence refuting this that what transpired was developmental transaction which failed due to lack of performance on the part of the developer. On the terms of settlement, counsel argued that the 1st Defendant had stated during his defence that he reneged from executing the terms on grounds of lack of trust in the Claimant.

Counsel noted that he would be withdrawing relief IV in the 1st Defendant's counterclaim as the revocation of right by the 2nd and 3rd Defendant had been reversed. Counsel submitted that the only subsisting title document in respect of the property was the memorandum of loss registered in custody of the 1st Defendant which sufficed as a proof of title thus judgment should be entered for the 1st Defendant's counterclaim.

The 2nd and 3rd Defendants' Counsel Mrs Bosede Lewis-Jaiyeola and Mrs Bosede Fasayade in their own address raised the following issue for determination:

Whether there is any cause for action against the 2nd and 3rd Defendants who are bound to comply with the decision of the honourable court as nominal parties.

On said issue it was submitted that all that affected the 2nd and 3rd Defendants in the suit was the registration of the Claimant's title and alleged non service of the revocation notice. It was noted that the 2nd and 3rd Defendants only acted on the documents submitted to them by the Claimant and had no knowledge of the disputed facts. It was submitted that no reasonable

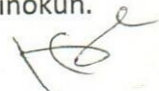
cause of action was therefore shown against them as the dispute was between the Claimant and 1st Defendant. Counsel submitted further that since the revocation had been set aside then the issues bordering on it had become academic.

In the Claimant's final address, Counsel to the Claimant, Kolade Obafemi SAN raised four issues for determination:

- i.) Has the Claimant proved by credible evidence before the honourable court the fact of the 1st Defendant divestment of his title to the Claimant in respect of the property situate at Plot 37, Block 77, Lekki Peninsular Scheme 1, Eti-Osa Local Government Area, Lagos State dated the 1st day of August, 2011 and registered as No. 37 Page 37 in Volume 2491 so as to sustain the Claimant's 1st and 2nd claims in this suit.
- ii.) Whether from the evidence placed before the honourable court, the 1st Defendant has established by credible evidence that the title to the above property still resides in the 1st Defendant and had not sold the property to the Claimant as alleged.
- iii.) Whether or not the notice of revocation issued by the 2nd and 3rd Defendants ought not to be set aside for non-service on the Claimant.
- iv.) Whether the Claimant is not entitled to the order of injunction claimed as well as the claim for damages considering the preponderance of evidence before the honourable court.

On the 1st issue, counsel referred to Section 131 (1) and (2) of the Evidence Act and the case of OLANLOYE V FATUNBI 1998 NWLR PART 614 PAGE 2023 and submitted that the Claimant had the burden to prove that the 1st Defendant had divested himself of the subject property based on the preponderance of evidence. It was submitted that the Claimant met this burden through the evidence of its witnesses and the exhibits tendered. Counsel referred to Exhibit C4D the purchase receipt signed by DW1 which showed that he received N500,000 for the regularization/assignment of the subject property and submitted that this was documentary evidence which could be used to test oral evidence of the witnesses. As regards the 1st Defendant's denial of execution of the deed of assignment and other documents Counsel referred to Exhibit C1 in which it was stated that the same person who signed the documents and the specimen signatures submitted to the police. Counsel further referred to Exhibit C4 another forensic report made by the Police Force Criminal Intelligence and Investigation (FCID) Kaduna based on the request of the Claimant which also stated that the documents were signed by the same person. It was submitted that the Court is entitled to act on the evidence of an expert where same is credible and not controverted or challenged by the other side. On this the case of IZE IYAMU VS ALONGE 2007 6 NWLR PART 1029 PAGE 84 was cited.

Counsel submitted that the Claimant also showed that the 1st Defendant was an unreliable person as it led evidence of further sale of the property by the 1st Defendant to Mr Aderinokun.



Counsel noted that although the 1st Defendant said what he entered into with Mr Aderinokun was a development agreement, Exhibit C8 which was not denied by him was a transfer of his rights in the property to Mr Aderinokun. Counsel noted further that the 1st Defendant who agreed that he met CW1 in 2009 said he could not remember if he told CW1 that the title documents were lost. It was noted that the 1st Defendant never denied the specific pleadings of the Claimant that the title document was in its custody and was handed over to it by Yomi Edu. It was submitted that the bare denials by the 1st Defendant did not amount to a specific traverse in law and were in fact admissions. On this the case of BALOGUN V UBA LTD 1992 LPELR 728 SC was cited. Counsel submitted that when placed on the scale of probabilities the evidence of the Claimant was more credible than that of the 1st Defendant and ought to be accepted by the Court.

With respect to Exhibit C11 tendered by the 1st Defendant through SPW2 it was noted that SPW2 agreed under re-examination that Exhibits C1 was different from C11 in that the schedule of samples attached to C1 were six whilst the samples attached to C11 were three and that the findings were based on the documents attached to C11. The Court was therefore urged to discountenance Exhibit C11.

On the second issue raised, Counsel submitted that the 1st Defendant did not establish that title still resided in himself neither did he establish that he had not sold the property to the Claimant. Again Counsel referred to Exhibits C1 and C4. It was submitted that having signed the deed of assignment, the 1st Defendant was bound by the contents. It was noted that the forensic report in Exhibit C1 was in fact made at the request of the 1st Defendant thus he could not resile from it. Counsel submitted further that the burden was on the 1st Defendant to prove the allegations of forgery beyond reasonable doubt as he was the one who made this allegation but he did not do so.

With respect to the 3rd issue it was submitted that since the notice of revocation was not served on the Claimant who had become recognised by the State Government as the allottee of the land, then it ought to be set aside.

On issue 4 it was submitted that if the Court holds that title has passed to the Claimant, then it will be entitled to the order of injunction sought as well as the claim for damages.

In the Court's view the issues which have been raised by Counsel on all sides are relevant but for ease of determination said issues can be distilled into the following:

- i) Whether the Claimant has proved its entitlements to the reliefs sought against the Defendants.



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- ii) Whether the 1st Defendant has established its counterclaim against the Claimant.

It is settled that in civil cases, the burden of proof whilst not static is usually on a plaintiff or claimant to prove his case after which it shifts to the defendant and back to the claimant and so on until all the issues have been dealt with. See *ORJI V. D.T.M. (NIG) LTD.* (2009) 18 NWLR (PT. 1173) 467 S.C.; *ITAUMA V. AKPE-IME*, (2000) 12 NWLR (PART. 680) 156 where the supreme Court per Katsina-Alu JSC as he then was restated the settled principle of law that in civil cases the initial burden of proof lies on the Plaintiff. The Court however said that the burden of proof is not static; while it initially lies on the plaintiff, the proof or rebuttal of issues which arise in the course of proceedings may shift from the plaintiff to the defendant and vice versa until all issues are finally resolved.

Proof of civil matters is decided based on the preponderance of evidence or the balance of probabilities. See *MOGAJI VS ODOFIN* (1978) LPELR-SC.372/1976 where Fatayi Williams JSC as he then was said:

".....before a Judge before whom evidence is adduced by the parties before him in a civil case comes to a decision as to which evidence he believes or accepts and which evidence he rejects, he should first of all put the totality of the testimony adduced by both parties on that imaginary scale; he will put the evidence adduced by the plaintiff on one side of the scale and that of the defendant on the other side and weigh them together. He will then see which is heavier not by the number of witnesses called by each party, but by the quality or the probative value of the testimony of those witnesses. This is what is meant when it is said that a civil case is decided on the balance of probabilities."

It is clear from the claims of both sides that several declaratory reliefs are being sought by them. A claim for a declaration cannot be granted merely in default of defence or upon an admission by the defendant. The purpose of a declaratory relief sought from the Court is that it is essentially an equitable relief in which the plaintiff prays the Court, in the exercise of its

discretionary jurisdiction, to pronounce on an existing state of affairs in law in his favour as may be discernible from the averments in his statement of claim. See *NDUUL V WAYO* (2018) LPELR-45151(SC) 53-54, C-B, where Kekere-Ekun, JSC now CJN said:

"Where a claimant seeks declaratory reliefs, the burden is on him to prove his entitlement to those reliefs on the strength of his own case. A declaratory relief will not be granted, even on an admission. The claimant is also not entitled to rely on the weakness of the defence, if any. It has been held that the rationale for this position of the law is that a claim for declaratory rights calls for the exercise of the Court's discretionary powers in favour of the claimant. He must therefore place sufficient material before the Court to enable it exercise such discretion in his favour."

The Court will use the above principles in examining both the Claimant's claims and Defendant's counterclaim and this will be done together as claims and counterclaims are interwoven and based on same set of facts.

The parties are not in dispute that the 1st Defendant was the original allottee of the property by the Lagos State Government. The divergence starts with the Claimant's assertion that it bought the property from Yomi Edu who had earlier bought from the 1st Defendant. It said Mr Koye Edu who was instructed by Yomi Edu to prepare the deed of assignment and Form 1C after misplaced same but that Yomi Edu gave the Claimant the certificate of occupancy and put it in possession of the property and in exercise of its rights as the new owner it constructed boys quarters on the property. The Claimant said it consulted the law firm of CW1 on its predicament as regards the documentation upon which it was advised to meet with the 1st Defendant so that he could execute a deed of assignment in its favour as well as Form 1C. That it did approach the 1st Defendant who based on consideration agreed to sign the deed of assignment and Form 1C and was given the sum of N500,000 as consideration for which he issued a receipt. The Claimant said it was after it obtained Governor's consent and was trying to register the deed of assignment at the Lands Registry that identification documents of the 1st Defendant were required of it by land officials but when it approached the 1st Defendant for these documents, the 1st Defendant asked for N50 Million which the Claimant did not give him but it was able

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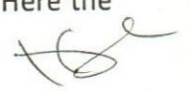
later to complete the registration. That when the 1st Defendant did not see the N50 Million demanded from the Claimant, he wrote a petition to the police alleging that his signature had been forged on the deed of assignment upon which the police conducted forensic examination of the 1st Defendant's specimen signatures and the disputed documents. That the forensic investigation by the police showed that the deed of assignment, receipt Form 1C and the specimen signature of the 1st Defendant together were signed by the same person.

The 1st Defendant on his part said he never assigned his property to Yomi Edu or the Claimant and that it was CW1 who approached him to personally purchase the property in 2009 which he agreed to sell to him at N50 Million and CW1 paid him N500,000 as deposit with assurance that his balance would be paid after completion of negotiation. He agreed that he acknowledged receipt of the money on the cheque issued to him but he never signed a receipt and he did not execute a deed of assignment in the Claimant's favour as he did not know the Claimant. He said his certificate of occupancy got lost and he swore to an affidavit of loss to this effect and also registered a memorandum of loss at the Lands Registry. He claimed that he was the one who demolished the Claimant's boys quarters during one of his visits to the property. He agreed that he wrote a petition to the police through his solicitors Bassey Effiom & Co to complain about forgery of his signature subsequent to which he swore to the affidavit of loss which culminated in registration of memorandum of loss of the certificate of occupancy. He agreed that forensic analysis was done by the police in Lagos but not Kaduna.

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The 2nd and 3rd Defendants agreed that the 1st Defendant was the original allottee of the property and that the Claimant applied for governor's consent to the assignment of the property to it by the 1st Defendant which consent was granted. They said the 1st Defendant later made a report of loss of his certificate of occupancy upon which he registered a memorandum of loss. They said the right of occupancy over the land was later revoked but the revocation has now been set aside.

As noted earlier proof of cases is based on the balance of probabilities and the Court's duty is to put the evidence of both sides on an imaginary scale to see which weighs more not by the number of witnesses called but by the quality or probative value of their testimonies. Here the



Court must say that based on the analysis is of the stories by the parties above and the evidence tendered together with the demeanour of the witnesses it finds the evidence of the Claimant cogent and compelling that indeed the Claimant indeed the property from Yomi Edu who had earlier purchased from the 1st Defendant. The Claimant was able to show that it was given the certificate of occupancy by Yomi Edu and placed into possession upon which it put up a fence wall and boys quarters. The 1st Defendant agreed that he was approached by CW1 in 2009 but said it was because CW1 wanted to purchase the property. He agreed he collected N500,000 but said this was as deposit but under cross examination he stressed that he collected the money for expression of interest not deposit. He denied that he collected the money to execute the deed of assignment, Form 1C and receipt in the Claimant's favour.

The Court however finds the witness of the Claimant more believable than the 1st Defendant that the 1st Defendant was approached in 2009 to execute deed of assignment for the Claimant. The Court does not believe DW1 who said he was being approached for purchase of the land in 2009 and only collected N500,000 as deposit. The Court believes the Claimant that the 1st Defendant knew all along that the certificate of occupancy was with the Claimant and must say that his report of same as being lost in 2015 after he made report of forgery to the police and over six years after he was approached by the Claimant shows that he was well aware that the certificate of occupancy was never lost. The affidavit of loss that he swore to as well as the memorandum of loss that he registered after his report to the police all show that he was trying to build a case of a lost document when he knew the document was not lost.

The Claimant has asserted that the 1st Defendant was the one that signed Exhibit C2 the deed of assignment, the land Form 1C and purchase receipt. To this effect it tendered Exhibit C1 as well as Exhibit C4 both being police forensic reports. It also called SPW2 the police forensic expert who made Exhibit C1. SPW2 in his testimony said received a letter from the Commissioner of Police X Squad, Lagos State Police Command with attached documents marked A-F for examination of the signature on the documents to determine whether they were signed by one person or different people. His examination of the documents was done

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with scientific equipment upon which he found that the same person signed all the signatures on the documents A-F.

When cross examined SPW2 agreed that he was also the one who made Exhibit C11 in which he came to a different conclusion. However when re-examined, he said the findings in Exhibit C11 were different from Exhibit C1 because he worked with a different number of documents as he worked with six sets in Exhibit C1 and three sets in C11.

In YAKUBU V. STATE (2021) LPELR-56351(CA) (Pp. 25-26 paras. A-A) Tobi JCA said:

"Section 68 (1) of the Evidence Act provides that when a Court wants to form an opinion on scientific and other technical nature, an expert witness will be required.See ATIKU ABUBAKAR & ANOR VS INEC (2019) LPELR-48488(CA). IN EROMOSELE VS FRN (2018) 11 NWLR (pt 1629) 60, the apex Court driving home this point held thus: "An expert is a person who is specially skilled in the field which he is giving evidence, and whether or not a witness can be regarded as an expert is a question of law for the Judge to decide. Expert opinion is only necessary where the expert can furnish the Court with scientific or other information of a technical nature that is likely to be outside the experience and knowledge of the Judge."

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SPW2 being a police handwriting expert comes under the definition of expert whose testimony can be used to resolve the issue of the disputed signatures. In Exhibit C1 he said the asterisked portions of the documents which included the Deed of assignment, purchase agreement form 1C, purchase agreement GTB cheque and specimen signatures were all signed by the same person. It is noteworthy that all these asterisked portions were alleged to have been signed by the 1st Defendant. Whilst he agreed that he made Exhibit C11 in which there is a discrepancy between his opinion in Exhibit C1 and C11 he showed the reason for the disparity when cross examined. As a matter of fact apart from putting in Exhibit C11 though SPW2 the 1st Defendant never did question on this exhibit so his explanation is regarded as unchallenged and uncontradicted. The Court must therefore hold that the Claimant proved its assertion that the 1st Defendant signed the deed of assignment, Form 1C and receipt presented by the Claimant. The Claimant also tendered Exhibit C4 another forensic report made by the police FCIID

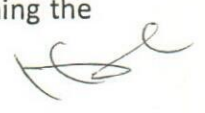
Kaduna. The 1st Defendant has tried to debunk this by saying he was not aware of the request to the Kaduna police but there is nothing that says he must be part of the report as the Claimant was entitled to seek expert evidence on its own to show whether or not the 1st Defendant signed the disputed documents.

Apart from the deed of assignment the Claimant proved that it collected the certificate of occupancy from Yomi Edu. It also proved acts of possession on the property by putting up a fence and boys quarters on the land as even the 1st Defendant acknowledged that he saw the boys quarters which he demolished. The Claimant therefore proved acts of ownership of the property by three means recognised by the Supreme Court in *IDUNDUN V. OKUMAGBA* (1976) 9-10 S.C. (Reprint) 140; (1976) 10 S.C 227 which are: possession of title documents, acts of ownership and long possession. In the Court's view if the 1st Defendant had been visiting and exercising possession on the property like he claimed the Defendant should have seen the perimeter fence and boys quarters but only saw them when there was dispute as to further payments of money to him.

As regards the allegation of forgery of the deed of assignment and other documents, the 1st Defendant was the one who alleged forgery and therefore had the duty to prove this allegation beyond reasonable doubt. See *KAKIH V PDP & ORS* (2014) LPELR-23277(SC) and *ABUBAKAR SADIQ MOHAMMED V. HON. ABDULLAHI MOHAMMED WAMMAKO & ORS* (2017) LPELR-42667(SC). The Court must hold that he did not prove forgery beyond reasonable doubt by just tendering Exhibit C11 through SPW2 without asking him questions to show that he stood by the report in the said exhibit moreso when there was Exhibit C1 in which SPW2 said all the documents were signed by the same person and he explained under re-examination why Exhibit C11 was different from C1.

The evidence of the Claimant which has been found believable showed that it did purchase the property from Yomi Edu after which it was put into possession of same. The evidence showed further that the 1st Defendant agreed to assign to it or regularize its title and collected money for this purpose so having collected the consideration, he is bound by the amount collected whether little or not as consideration need not be adequate. The 1st Defendant by signing the

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deed of assignment has in fact on his own assigned to the Claimant so even if the assignment by him to Yomi Edu was not well proved, the 1st Defendant has of his own volition cured that by assigning directly to the Claimant. The 1st Defendant did not deny collecting the N500,000 but only the purpose of collecting it but the Court does not believe him on this.

The Court must say further that the Claimant led evidence to show another transfer of title by the 1st Defendant to David Aderinokun which was not debunked by the 1st Defendant because although he said he only collected money from Mr Aderinokun for a development agreement, the Exhibit C8 is a deed of assignment between him and Mr Aderinokun and shows that he was indeed trying to transfer title to the land. The 1st Defendant has therefore been shown to an unbelievable person who appeared to be trying to sell the property as many times as he could.

The 1st Defendant's Counsel has asserted that the Court cannot rely on the purchase receipt Exhibit C6 because it bore the sum of N500,000 whilst the Deed of assignment bore N2 Million. The Court does not need to resolve this as the important thing is that the 1st Defendant is the one who made the two documents and by them transferred his title to the Claimant.

As regard the evidence that the 1st Defendant agreed to settle the matter by collecting N5 Million this is not evidence that can be used by the Court as these were things done during efforts to settle the matter. See ASHIBUOGWU V A.G. BENDEL STATE & ANOR (1988) LPELR-SC 25/86 where the Supreme Court held: "The law has always taken the view that parties should speak freely in attempting a settlement of their disputes. That freedom of discussion will be seriously prejudiced if any offer or admission made in the process of the negotiation could be given in evidence and be used to support a party's case in Court afterwards, should the negotiation break down. See also CHIEF GANI FAWEHINMI VS. NBA (1989) 2 NWLR (Pt. 105) 358 @ 622 and 633 and Section 196 of the Evidence Act 2011. Without the said terms of settlement however, the evidence led has been sufficient to prove the claims of the Claimant.

With regard to the claim for damages, the Claimant has shown that the 1st Defendant falsely accused it of forging documents. It is therefore entitled to general damages as claimed.

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The Claimant having proved its claims as to ownership of the property is also entitled to an order of perpetual injunction as such injunction is granted based on the determination of the rights of the parties, with the objective solely of preventing permanent infringement of those rights. See C.B.N. v AHMED (2001) 28 W.R.N. 38 and UNION BEVERAGES V PEPSICOLA (1994) 2 S.C.N.J. 157.

With respect to claims which relate to the revocation of title, the 2nd and 3rd Defendants have testified that the property has been released from revocation and tendered the gazette issued for this purpose. This is therefore no longer a live issue before this Court and has become academic. There is no need to resolve same.

On the counterclaim of the 1st Defendant the Court has already found that he did not prove his allegation of forgery beyond reasonable doubt neither did he prove his other assertions. His counterclaim against the Claimant was therefore not proved whilst the counterclaim against the 2nd and 3rd Defendants on the alleged revocation is now a moot point.

Having analysed and made its conclusions as above the Court will now determine the specific reliefs sought by the Claimant as follows:

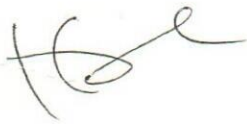
- i. A declaration is made that by virtue of the deed of assignment registered as No. 37 at Page 37 in Volume 2491, the 1st Defendant having sold and transferred his interest in the property situate at Plot 37, Block 77, Lekki Peninsular Scheme 1, Lekki, Lagos is no more entitled to be regarded as the holder of the Certificate of Occupancy No. 50 at Page 50 in Volume 1990^A
- ii. An order of perpetual injunction is made restraining the 1st Defendant, his agents and privies from further trespassing on the property situate at Plot 37, Block 77, Lekki Peninsular Scheme 1, Lekki, Lagos and from further harassing the Claimant, its servants, employees, agents and privies in respect of any matter relating to the property.
- iii. General damages in the sum of N10,000,000 (Ten Million Naira) is awarded against the 1st Defendant for the harassment, inconvenience, embarrassment and falsehood perpetrated against the Claimant by the 1st Defendant.

- iv. Relief iv and v which relate to the revocation of title by the 2nd and 3rd Defendants are struck out.

As noted earlier the Defendant's counterclaim fails and is dismissed in its entirety.

The Court observes that the Claimant has a counterclaim to the Defendant's counterclaim but this is nothing but a surplussage as similar reliefs are already contained in its main claims. The counterclaim to counterclaim is therefore struck out.

The sum of N2 Million is awarded in favour of the Claimant against the 1st Defendant as cost of the action.



K. A. Jose (Mrs)

Judge

30th June 2025



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Commissioner For Oaths
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Lagos High Court

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