IN THE FEDERAL HIGH COURT OF NIGERIA

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT ABUJA

ON THURSDAY THE 16TH DAY OF JUNE 2022

BEFORE HIS LORDSHIP HON. JUSTICE OBIORA ATUEGWU EGWUATU

JUDGE

SUIT NO. FHC/ABJ/CS/139/2022

BETWEEN:

FEDERAL REPUBLIC OF NIGERIA ..... APPLICANT

AND

1. ENERGY VENTURE PARTNERS LTD.
2. EVP LITIGATION LTD
3. ELEDA CAPITAL PARTNERS INC
4. ZUBELUM CHUKWUEMEKA OBI

..... RESPONDENTS

5. F. O. F FOX OIL FUND LDA
6. FOXWORTH FINANCE S. A.
7. JENNET MANAGEMENT CORP
8. FOX FIN SA

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RULING

The Applicant initiated this suit *vide* an *Ex-parte* motion dated 7th but filed on the 8th of February, 2022 seeking interim orders forfeiting

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Forty Seven cent) in LGT Bonk AG No. 2002194 being part of Malabu funds in the possession of the 1st Respondent and frozen by the Swiss Government, through its Federal Attorney General Office (MCP) as show (sic) in the Annexure herein which sum is reasonably suspected to be proceeds of unlawful activity.

2. AN ORDER of this Honorable Court forfeiting to the Federal Government of Nigeria the total sum of USD 77, 391, 258.87 (Seventy Seven Million, Three Hundred and Ninety One Thousand, Two Hundred and Fifty Eight Dollars, Eighty Seven cent) in LGT Bonk AG No. 2004916 being part of Malabu funds in the possession of the 2nd Respondent and frozen by the Swiss Government, through its Federal Attorney General Office (MCP) as show (sic) in the Annexure herein which sum is reasonably suspected to be proceeds of unlawful activity.

3. AN ORDER of this Honourable Court forfeiting to the Federal Government of Nigeria the total sum of USD 8,745,545.98 (Eight Million, Seven Hundred and Forty Five Thousand, Five Hundred and Five Dollars, Ninety Eight cent) in LGT Bank AG No. 2003496 being part of Malabu funds in the possession of the 3rd Respondent and frozen by the Swiss Government, through its Federal Attorney

General Office (MCP) as show (sic) in the Annexure herein which sum is reasonably suspected to be proceeds of unlawful activity.

4. AN ORDER of this Honourable Court forfeiting to the Federal Government of Nigeria the total sum of USD 1, 244,658.90 (One Million, Two Hundred and Forty Four Thousand, Six Hundred and Fifty Eight Dollars, Ninety cent) in IGT Bonk AG 2064368 being part of Malabu funds in the possession of the 4th Respondent and frozen by the Swiss Government, through its Federal Attorney General Office (MCP) as show (sic) in the Annexure herein which sum is reasonably suspected to be proceeds of unlawful activity.

5. AN ORDER of this Honourable Court forfeiting to the Federal Government of Nigeria the total sum of € 13, 927,458.41 (Thirteen Million, Nine Hundred and Twenty Seven Thousand, Four Hundred and Fifty Eight Euros, Forty One cent coin) in J.SAFRA SARASIN No. 6092450 being part of Malabu funds in the possession of the 5th Respondent and frozen by the Swiss Government, through its Federal Attorney General Office (MCP) as show (sic) in the Annexure herein which sum is reasonably suspected to be proceeds of unlawful activity.

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6. AN ORDER of this Honourable Court forfeiting to the Federal Government of Nigeria the total sum of £88, 133.43 (Eighty Eight Thousand, One Hundred and Thirty Three Euros, Forty Three cent coin) in J.SAFRA SARASIN No. 6008786 being part of Malabu funds in the possession of the 6th Respondent and frozen by the Swiss Government, through its Federal Attorney General Office (MCP) as show (sic) in the Annexure herein which sum is reasonably suspected to be proceeds of unlawful activity.

7. AN ORDER of this Honourable Court forfeiting to the Federal Government of Nigeria the total sum of £816,377.91 (Eight Hundred and Sixteen Thousand, Three Hundred and Seventy Seven Euros, Ninety One cent coin) in J.SAFRA SARASIN No. 6051190 being part of Malabu funds in the possession of the 7th Respondent and frozen by the Swiss Government, through its Federal Attorney General Office (MCP) as show (sic) in the Annexure herein which sum is reasonably suspected to be proceeds of unlawful activity.

8. AN ORDER of this Honourable Court forfeiting to the Federal Government of Nigeria the total sum of CHF 775, 558.28 (Seven Hundred and Seventy Seven Thousand, Five Hundred and Fifty Eight Swiss Franc, Twenty Eight

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Rappen) in J.SAFRA SARASIN No. 6008785 being part of Malabu funds in the possession of the 8th Respondent and frozen by the Swiss Government, through its Federal Attorney General Office (A CP) as show (sic) in the Annexure herein which sum is reasonably suspected to be proceeds of unlawful activity.

9. AND for such further Order(s) as the Honorable Court may deem fit to make in the circumstances.'

The grounds for the application are stated to be as follows:

1. That this Honourable Court has the statutory powers under the provisions of section 17 of the Advance Fee Fraud and Other Fraud Related Offences Act, 2006 to grant the prayers being sought.
2. That the properties sought to be attached ore reasonably suspected to be proceeds of unlawful activities and diverted from the coffers of the Federal Government of Nigeria.
3. That this Honourable Court granted on interim forfeiture of the said properties on 14th February, 2022 and directed that the said order be published for persons, authority, whether corporate or otherwise to indicate interest and file necessary process why the properties should not be forfeited to the Government of Nigeria.

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4. *That no persons, authority, whether corporate or otherwise has (sic) indicated interest and or filed any process contesting why the properties should not be forfeited to the Government of Nigeria.*

In support of the Application is an affidavit of 17 paragraphs deposed to by one Ishaya Emmanuel. Attached to the affidavit are four (4) **exhibits** respectively marked **A, B, C1** and **C2**. A written address was also filed in compliance with the Rules of Court.

It is the case of the Applicant that the Federal Republic of Nigeria received on intelligence report which was analyzed and found worthy of investigation, showing that the Respondents herein retained proceeds of unlawful activities. That On April 29, 1998, an oil field located in the East of the Niger Delta, named "Block 245" ("OPL 245"), was subject to a drilling for oil license delivered by Nigeria to the company *Malabu Oil & Gas Limited* (**"Malabu"**), whose alleged beneficial owner is Mr. Dauzia Loyal Etete (Minister of Petroleum Resources of Nigeria between 1995 and 1998).

Due to Mr. Etete's position in granting the license to Malabu, the legality of the license was questionable. On July 2, 2001, the granted license was revoked by the Government of Nigeria and transferred on December 22nd, 2003 to *Shell Nigeria Ultra Deep Limited* ("**SNUDL**"), a subsidiary of *Royal Dutch Shell Plc* ("**Shell**"). On April 29th, 2011, Malabu agreed to transfer its license on OPL 245 to *Shell Nigeria*

Exploration and Production Company ("**SNEPCO**"), also a subsidiary of Shell, and to *Nigerian Agip Exploration Limited* ("**NAE**"), a subsidiary of *Eni SPA* ("**ENI**"), for an amount of USD 1,092,040,000.00.

The transfer of rights on OPL 245 had been subject to negotiations by a number of oil industry intermediaries, including *Energy Venture Partners Ltd.* ("**EVP**"/1st Respondent), a company of the 4th Respondent (Mr. Emeka Obi), incorporated in the British Virgin islands. The negotiations led to three related agreements, namely:

(a). ***Block 245 Malabu Resolution Agreement*** concluded between Malabu and the Federal Government of Nigeria; through this agreement, Malabu transferred all of its rights on OPL 245 to Nigeria in exchange for an amount of USD 1,092,040,000.

(b). ***FGN Resolution Agreement*** concluded between the Federal Government of Nigeria, SNUDL, SNEPCO, NAE and *Nigerian National Petroleum Corporation* ("**NNPC**"); this agreement provided that, after having received a signing bonus of USD 207,000,000.00 paid by SNUDL on behalf of SNEPCO, as well as the additional USD 1,092,040,000 the Nigerian Government would agree to transfer the license on OPL 245 to SNEPCO and NAE.

(c). *Settlement Agreement* concluded between Malabu and both subsidiaries of Shell, SNEPCO and SNUDL, ending the dispute

between these companies over the exploitation of OPL 245 (hereinafter "Agreements of April 29th, 2011")

According to the *FGN Resolution Agreement*, NAE designated an escrow agent, *JP Morgan Chase* in London (hereinafter: "**JP Morgan**") to execute the payment of the amount of USD 1,092,040,000.00. NAE and the Federal Government of Nigeria concluded on Escrow Agreement which resulted in the opening of an escrow account No. 41429879 with JP Morgan on May 4th, 2011.

On May 24th, 2011, NAE, on its behalf and on behalf of SNEPCO, paid USD 1,092,040,000.00 to the aforementioned account. On the same day, the amount of USD 1,092,040,000 was transferred to the depository Account No: 41451493 opened by the Federal Government with JP Morgan.

On May 25th, 2011, Mr. Olusegun Aganga, Minister of Finance in Nigeria, instructed JP Morgan to transfer the amount of USD 1,092,040,000 to the *Petrol Service Co. Ltd* Account No. *A209798AA* at the BSI AG Bonk in Lugano.

The aforementioned funds were attempted to be transferred to the Petrol Service Co. Ltd. account on May 31, 2011 which was reversed on June 3rd, 2011 due to compliance reasons.

On July 8th, 2011, Mr. Oanladi Klfasi of the Ministry of Finance requested JP Morgan to pay USD 877, 044. 00 to a Malabu account

of the Misr Liban sal Bank. On July 13, 2011, JP Morgan refused to make the payment due to an escrow decision rendered by the High Court of Justice, Queen's Bench Division, Commercial Court in London (hereinafter: the "Commercial Court") in a dispute between 1st Respondent and Malabu. Since the first meeting between Mr. Etete (Malabu) and Mr. Obi (EVP), until March 2011, EVP has carried on a trading activity with Shell, ENI and NAE subsidiaries. Its activity was to maximize the selling price of the licence on OPL 245 to Malabu under the "FGN Resolution Agreement".

In May 2011, Mr. Obi was informed that the Agreements of April 29th, 2011 had been concluded, and that the amount of USD 1,092,040,000 for Malabu was deposited on an escrow account with JP Morgan. However, the 1st Respondent had not yet been paid for services rendered to Malabu in the negotiations concerning the transfer of the licence on OPL 245 pursuant to an implicit contract between it and Malabu.

On July 3rd, 2011, EVP filed an application with the Commercial Court in London against Malabu in order to claim the remuneration due to it, estimated at approximately USD 200,000,000. As such, by order of the same day, Judge Griffith Williams required payment of USD 215,000,000 from Malabu to an escrow account with the Commercial Court.

By letter of July 25th, 2011, Mr. Yerimo Lawan Ngama, the Minister of Finance, and Mr. Otunla Joah Ogunniyi, the Account General, ordered JP Morgan to transfer USD 215,000,000 to the account of Court Funds Office of England and Wales of the National Westminster Bank.

The dispute between EVP (1st Respondent) and Malabu ended, following the rendering of a judgment by Lady Justice Gloster ruling partially in favor of EVP (1st Respondent), and awarding it USD 110,500,000 as remuneration for services rendered in the course of negotiations made on behalf of Malabu.

It is the further case of the Applicant, that by letter of August 16th, 2011, after several unsuccessful transfer attempts, Mr. Yerima Lawan Ngama, the Minister of Finance required the payment of USD 801,540,000 on two accounts of Malabu in Nigeria, namely: Account No. 3582-059964-001 at *First Bank of Nigeria Ltd* up to USD 401,540,000 and Account No. 3610042472 at *Keystone Bank Nigeria Ltd* up to USD 400,000,000.

After the transfer of USD 801,500,000.00 on August 24th, 2011 to the Nigerian accounts of Malabu, these funds were distributed between the Respondents whose nature seems suspicious.

Following a request for assistance from Italy to England made on May 26th, 2014 by Mr. Fabio De Pasquale, prosecutor in Milan, Judge Taylor

ordered a freezing order on the amount of USD 85,000,000 by order dated September 8th, 2014. By an application filed on October 18th, 2016 to the High Court of Justice, Admiralty and Commercial Court, Nigeria requested the restitution of the above-mentioned USD 85,000,000 as compensation for the damage resulting from corruption acts made by Malabu to its detriment.

The Italian Court has found that the 4th Respondent used his commission to provide kickbacks to Senior Executives at Shell and or ENI for OPL 245 and was convicted of corruption for acts contrary to public duties; Misappropriation of public funds and bribery.

The court sentenced him to 4 years imprisonment, disqualified him from public office for 5 years and ordered seizure of USD 94, 872, 967. 65 from him.

In a judgment rendered by default on December 19th, 2016, the High Court of Justice, Admiralty and Commercial Court ruled in favor of Nigeria and ordered the payment of USD 85,000,000.00 to the account of Verdant Solicitors, namely the counsel of Nigeria.

Following the receipt of the funds according to the judgment of July 17, 2013, McGuire Woods London LLP paid USD 112,616,741.80 on March 27, 2014 and USD 6,272,955.22 on March 28th, 2014 to the account of EVP (1st Respondent) opened of LGT Bank in Switzerland.

That this sum was then redistributed to 2nd, 3rd and 4th Respondents. In addition, the sum of USD 21,185,000 was paid into an account at J. Safra Sarasin in Lugano which was redistributed to the 5th-8th Respondents.

That it appears from the facts above that the successive transfers of funds due under the Agreements of 29th April, 2011 on accounts abroad whose beneficiaries are opaque companies are tainted with fraud on Federal Republic of Nigeria.

The Federal Republic of Nigeria (FRN) filed a mutual legal assistance request to Switzerland dated 25th July, 2019 and 22nd October, 2021 regarding the freezing of the accounts of the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th and 8th Respondents.

That the FRN requested the Swiss Government to identify, freeze, and return funds of traceable to fraud meted on FRN in Malabu case. The Respondents accounts were frozen in that regards. That there is reasonable suspicious believe that the monies are proceeds of crime related to Malabu Oil & Gas.

That the Switzerland Government through its Federal Attorney General Office (MPC) has identified and frozen LGT Bank AG Account No. 2002194; Account No. 2004916; Account No. 2003496; Account No. 2064368 AND J.SAFRA SARASIN Account No.6092450; Account No.6008786; Account No. 6051190; No. 6008785 being

accounts where the proceeds of unlawful activity was transferred to. A copy of the breakdown of funds in the Respondents account was attached as Exhibit A.

In reaction to the interim order of forfeiture made by this Court and the Motion on Notice for final forfeiture filed by the Applicant, the **1st to 4th Respondents** respectively filed a Motion on Notice dated 4th of March, 2022 on the 8th of March 2022 seeking to set aside the interim order of forfeiture and a Counter Affidavit on the 14th of March, 2022.

The 1st to 4th Respondents also filed ***'the 1st-4th Respondents' further affidavit in support of motion to set aside order of interim forfeiture (by notice dated March 4, 2022)*** and ***'the 1st-4th Respondents' further affidavit against the Applicant's motion for final forfeiture order (by notice dated March 4, 2022)*** respectively on the 28th of March, 2022.

In the Motion to set aside the interim order of forfeiture, the 1st to 4th Respondents prayed as follows;

i. *AN ORDER for leave/extension of time (to the extent as may found necessary) within which the 1st- 4th Respondents may apply for the vacation, setting aside and/or discharging the Interim Order(s) of Forfeiture made on February 14th, 2022 against the Respondents concerning their monies; the subject of the present proceedings and*

as itemized in the originating motion ex-parte and reproduced in the Schedule hereto;

ii. AN ORDER vacating, setting aside and/or discharging the Interim Order(s) of Forfeiture made on February 14th, 2022 against the 1st - 4th Respondents concerning their monies; the subject of the present proceedings and as itemized in the originating motion ex-parte and reproduced in the Schedule hereto;

iii. AN ORDER restraining the Applicant, by itself or agents or agencies and proxies and/or howsoever from interfering with the 1st-4th Respondents' ownership, possession and/or control of the said monies;

iv. SUCH FURTHER ORDER(S) as this Honourable Court may deem fit to make in the circumstances.

The grounds upon which the Application is made are;

a. This Honourable Court lacks the jurisdiction over the present action being proceedings "in rem" and the res being outside its jurisdiction, just like the 1st - 4th Respondents are foreign nationals resident outside jurisdiction;

b. The foundation of the orders are egregious misrepresentations and non-disclosure of fundamentally material facts, including the following:

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i. that the 4th Respondent had been finally cleared and acquitted in all criminal, civil and administrative proceedings concerning the monies in different jurisdictions in which the issue arose, therefore the matter is caught by the doctrines of res judicata and issue estoppel;

ii. that the 4th Respondent is also the named and beneficial Owner of the 1st - 3rd Respondents and their assets;

iii. that, more specifically, the ownership and possession of the monies by the Respondents was not only by the instrumentality and having had the imprimatur of the judgment of the English High Court of Justice (Queens Bench Division Commercial Court) delivered on 17 & 18 July 2013, but the very nature of the specific legal processes followed and determinations made to reach that decision explicitly prohibits the hypotheses relied upon by the Applicant;

c. Regardless of the veracity or otherwise of the allegations made against Malabu Oil & Gas Limited by the Applicant, the 1st to 4th Respondents have already been deemed third parties extraneous to those alleged offences and recipients, in good faith, of compensation for honest services at market Price; and,

d. *In the circumstances there can be no reasonable suspicion of the monies being the proceeds of any unlawful activities, but rather having been decided by a court of competent jurisdiction as due compensation for services rendered by the 1st Respondent and its privies/agents.*

SCHEDULE

i. *USD 486,1643:47 (Four Hundred and Eighty-Six Thousand, Six Hundred and Forty-Three Dollars, Forty-seven Cents) domiciled in LGT Bank AG, a/c no: 2002194.*

ii. *USD 77, 391.,258.87 (Seventy - Seven Million, Three Hundred and Ninety One Thousand, Two Hundred and Fifty -Eight Dol1ars, Eighty- Seven Cent) domiciled in LGT Bank AG, a/c no:2004916.*

iii. *USD 8,745,505.98 (Eight Million, Seven hundred and Forty-Five Thousand Five hundred and Five Dollars, Ninety - Eight Cents) domiciled in LGT Bank AG, a/c no:2003496*

iv. *USD 1,244,658.90 (One Million, Two Hundred and Forty - Four Thousand, Six Hundred and Fifty- Eight Dollars, Ninety Cents) domiciled in LGT Bank AG, a/c:2064368.'*

In support of the Application is an affidavit of 7 paragraphs deposed to by one **Lawrence Ikenna Umudu** a legal practitioner and an

associate in the Law firm of ***Delphi Law Advisory***, legal practitioners representing the 1st to 4th Respondents.

The summary of the facts relied upon for this Application are that this Court made its orders of interim forfeiture against all the Respondents since February 14th, 2022 but the 1st to 4th Respondents became aware of the orders against them on the 2nd of March, 2022 and immediately commenced steps to set them aside. That the Applicant had apparently misled the Court with a concoction of outright falsehoods and non-disclosure of several material facts, including the false allegation that the 4th Respondent was convicted for bribing officers of Shell and ENI which was not the case and failing to disclose that at any rate the conviction had been quashed unequivocally. That apart from the clearance of the 4th Respondent from allegations of criminal misconduct in the circumstances of this case by the Italian Court of Appeal, the English High Court had adjudged the monies the subject matter of the present proceedings to be legitimate compensation for the services rendered by the 1st and 4th Respondents. It was further deposed that the 1st to 4th Respondents are foreign nationals resident abroad just as the monies sought to be forfeited are domiciled outside the jurisdiction of the Honourable Court.

Attached to the affidavit are **13 exhibits** respectively marked as **1A-1B, 2, 3, 4A-D, 5A-D** and **6**.

In compliance with the Rules of Court, Counsel also filed a written address.

In reaction, the Applicant filed a counter affidavit of 14 paragraphs deposed to by one Ishaya Emmanuel. The Applicant denied the depositions in the affidavit of the 1st to 4th Respondents. The Applicant restated the facts of her case and further deposed amongst other depositions, that contrary to paragraph 4 (d) and (g) of the Respondents affidavit, the funds obtained from OPL 245 to Malabu Oil and Gas Limited (part of which the 1st to 4th Respondents) claimed to be due to them as compensation for service rendered by the 1st Respondent are proceeds of unlawful activities against the Federal Republic of Nigeria (FRN) and that the Italian Court judgment with regards to the 4th Respondent did not preclude FRN from tracing and confiscating the proceeds of Malabu fraud on Nigeria.

Attached to the counter affidavit are **three exhibits** respectively marked **CAU 1, CAU 2** and **CAU 3.** A written address was also filed. As stated earlier, the 1st to 4th Respondents also filed on the 28th of March, 2022 ***'the 1st -4th Respondents' further affidavit in support of motion to set aside order of interim forfeiture (by notice dated March 4, 2022)*** wherein certified copies of documents marked as **exhibits Umudu 1, 2A, 2B, 3, 4A-D, 5, 6, 7A-D, 8A & B** and **9A-C** were attached. A reply on points of law was also filed alongside the further affidavit.

To the Applicant's motion for final forfeiture, as stated earlier, the 1st to 4th Respondents filed a **counter affidavit** in opposition to same on the 14th of March, 2022. The facts relied upon in the counter affidavit are basically the same facts relied upon in their affidavit in support to set aside the interim order of forfeiture. I need not reproduce same here (though reference will made to it at the appropriate time) save to add that **exhibits 1A, 1B, 2, 3A-D, 4A-D, 5, 5A, 6, 7, 8, 9, 10A-C** and **11** were attached. A written address was also filed in compliance with the Rules of Court.

The 1st to 4th Respondents also filed ***'the 1st -4th Respondents' further affidavit against the Applicant's motion for final forfeiture order (by notice dated March 4, 2022)*** on the 28th of March, 2022. The Applicant in reaction to the counter affidavit of the 1st to 4th Respondents filed a further affidavit of 12 paragraphs deposed to by Ishaya Emmanuel on the 22nd of March, 2022. The said further affidavit is a rehash of the facts of the Applicant's case. **Exhibits D, E** and **F** were attached to the further affidavit. The Applicant also filed a reply on points of law.

When this suit came up for hearing on the 29th of March, 2022, the Applicant's motion for final forfeiture and the 1st to 4th Respondents' motion to set aside the interim order for forfeiture, with the concurrence of counsel, were taken together.

The suit was consequently set down for judgment to the 30th day of May, 2022.

On the said date, the 5th to 8th Respondents who were not present when arguments were taken on the 29th of March, 2022 and did not file any process, informed the Court that it had filed a motion on notice dated 16th of May, 2022 seeking to set aside the proceedings of the Court on the 29th of March, 2022 on the ground that the 5th to 8th Respondents who are resident outside Nigeria, were not served with any processes of the Applicant. The Applicant and the 1st to 4th Respondents did not oppose the application of allowing the 5th to 8th Respondents into the matter and for them to file processes. The suit was subsequently adjourned to the 9th of June, 2022 to allow the 5th to 8th Respondents file her processes, with the leave of the Court.

Consequently, the 5th to 8th Respondents file a counter affidavit of 8 paragraphs deposed to by Tosanwumi E. Opubor and a written address on the 3rd of June, 2022. The 5th to 8th Respondents while deposing that the facts in the Applicant's supporting affidavit contains misleading facts not worthy of being relied upon, adopted the facts and exhibits in the counter affidavit of the 1st to 4th Respondents in support of the 5th to 8th Respondents' case. A written address was also filed by the 5th to 8th Respondents. In the written address, the 5th to 8th Respondents merely adopted the submissions of the 1st to 4th Respondents.

In his written address adopted in court, the Applicant nominated a sole issue for determination-'***Whether the Applicant is entitled to the relief sought?***'

For the 1st to 4th Respondents four (4) issues were distilled for determination namely;

i) *Since the present suit is an "in rem" proceedings and given the residence abroad of the 1st-4th Respondents and that the res is located equally abroad, all outside this Honourable Court's territorial jurisdiction, is the Court not lacking jurisdiction and the entire proceedings liable to be dismissed peremptorily as against 1st-4th Respondents?*

ii) *In the light of the 4th Respondent's complete acquittal of any criminal offences in the circumstances of the underlying transaction giving rise to these proceedings and the judgment up on a civil trial adjudging the subject funds 1st-4th Respondents' legitimate income/compensation for services duly rendered, is the present proceedings not nullified by the doctrine of res judicata and issue estoppel and liable to dismissal in limine as against the 1st-4th Respondents?*

iii) *Given the Applicant's misrepresentations and non-disclosure of fundamentally significant facts pursuant to its procurement of the ex-parte orders which are undoubtedly injunctive in character, are the present*

proceedings not liable to be dismissed peremptorily as against the 1st-4th Respondents?

iv) *Is it not, by any objective standard, most unreasonable and baseless in the circumstances of this case for the Applicant to claim its reasonable belief of monies the subject of the present proceedings being proceeds of unlawful activity when, inter alia, the 1st-4th Respondents have been adjudged by courts of competent jurisdiction to be the legitimate owners thereof and have at all material times asserted their claim/right over same?'*

The 5th to 8th Respondents adopted the four (4) issues nominated by the 1st to 4th Respondents in opposition to the Applicant's case.

In the 1st to 4th Respondents' motion to set aside the interim forfeiture order, four (4) issues were also distilled for determination by the Respondents to wit;

i) *Given the ex-parte nature of the forfeiture orders and that the 1st - 4th Defendants got to know of the orders more than 14 days after they were made (and presumably published), would they not be entitled to an extension of time also considering the significant interests involved in the cause and that they acted timeously upon becoming aware?*

ii) since the present suit is an "in rem" proceedings and given the residence abroad of the 1st - 4th Respondents and that the res is located equally abroad, all outside this Honourable Court's territorial jurisdiction, is the Court not lacking jurisdiction and the entire proceedings liable to be dismissed peremptorily as against the 1st - 4th Respondents?

iii) In the light of the 4th Respondent's complete acquittal of any criminal offences in the circumstances of the underlying transaction giving rise to these proceedings and the judgment upon a civil trial adjudging the subject funds 1st - 4th Respondents' legitimate income/compensation for services duly rendered, is the present proceedings not nullified by the doctrine of res judicata and liable to dismissal in limine as against the 1st - 4th Respondents?

iv) Given the Applicant's misrepresentations and non-disclosure of fundamentally significant facts pursuant to its Procurement of the ex-parte orders which are undoubtedly injunctive in character, are those orders not liable to be set aside/vacated peremptorily as against the 1st - 4th Respondents?

For the Applicant, two (2) issues were formulated for determination in respect of the 1st to 4th Respondents' motion to set aside the interim order of forfeiture namely;

1. *'Whether this Court can place reliance on Affidavit of Lawrence Ikenna Umudu, Esq and Exhibits attached in defiance to Rules of Professional Conduct for Legal Practitioner, 2007 and Evidence Act, 2011 respectively.*

2. *Whether in the circumstance the 1st-4th Respondents/Applicants has sufficiently brought to bear his interest and show cause why the monies should not be forfeited to the Federal Government of Nigeria being proceeds of unlawful activity.'*

I have painstakingly read all the processes filed by the parties in this proceedings including the written addresses and all the exhibits attached to the various processes.

I think I should first of all address the 1st to 4th Respondents' issue No. 1 in their motion to set aside the interim order.

The Applicant did not oppose the said prayer for leave/extension of time within which the 1st to 4th Respondents may apply for the vacation, setting aside and or discharging the interim order(s) of forfeiture made on the 14th of February, 2022 against the Respondents.

I consider the facts deposed in the affidavit in support of the Application as sufficient to ground the relief sought.

Accordingly I grant leave/extension of time within which the 1st to 4th Respondents may apply for the vacation, setting aside and or discharging the interim order(s) of forfeiture made on the 14th of February, 2022 up to the date the said motion was filed and served. The processes filed are deemed properly filed and served.

The counter affidavit filed in opposition by the Applicant is also deemed properly filed. I also deem properly filed and served the counter affidavit and the written address of the 5th to 8th Respondents filed on the 3rd of June, 2022.

Since the issues formulated by the 1st to 4th Respondents in their motion to set aside and in their written address in support of their counter affidavit are basically the same, I shall adopt the sole issue nominated for determination by the Applicant in her motion for final forfeiture for the determination of this suit which is the basically the same in the Applicant's issue No. 2 in her Reply on points of law to the Respondents' written address in support of their counter affidavit.

However the Court shall address the preliminary point raised by the Applicant as her issue no. 2 in her reply on points of law to the Respondents' address in support of their counter affidavit. The issue is the same with her issue No. 1 in her written address in opposition

to the Respondents' motion to set aside the interim order(s) of forfeiture. The issue is;

> ***'Whether this court can place reliance on the affidavit of Lawrence Ikenna Umudu, Esq and exhibits attached in defiance of Rules of Professional Conduct for legal practitioners, 2017 and Evidence Act, 2011 respectively'.***

Relying on Rule 10 of the *Rules of Professional Conduct for Legal Practitioners, 2007,* (RPC) Applicant's Counsel submitted that the law is settled that a legal practitioner can only frank a legal document including pleadings, affidavits, depositions, applications, instruments, agreement and others unless his/her seal and stamp is affixed. Counsel submitted that the operative word in the said provision is *'shall'* and that the word *'shall'* when used expresses a command or exhortation or what is legally mandatory. It thus means that the Respondents' application is incompetent as a result of the absence of the NBA seal. The cases of ***Yakubu v. Ibrahim (2016) LPELR-41496-CA*** and ***Gaqmme Integrated Resources Services Ltd v. FRN (2017) LPELR-43012-CA*** were relied upon.

In response, the 1st to 4th Respondents' counsel submitted that the Applicant's argument is totally misconceived and an absurd interpretation of Rule 10 of the RPC. It was submitted, relying on the case of ***Ado v. Gambo (2017) LPELR-46218-CA,*** that a lawyer need not affix his stamp and seal on an affidavit which he deposes. Furthermore, it is not only the law, but accord with logic that an

affidavit in a suit, forming as it does part of a motion and a written address bearing the stamp and seal of the drafter/author, the deponent of the affidavit need not affix his stamp and seal as the affidavit is not an independent court process. The case of ***Eco Bank v. Monye (2019) LPELR-50423-CA*** was referred to and relied upon. Finally counsel submitted that affixing of stamp and seal on any process at all, least of all an affidavit, is, on the current state of the law, a surplus. This is because, according to counsel, the Attorney General of the Federation had on the 3rd of September, 2020 amended and subsequently gazetted the *Legal Practitioners Rules of Professional Conduct*, wherein he deleted certain provisions including Rule 10 which stipulated that a legal practitioner should affix his stamp and seal on documents produced by him. Counsel submitted that it finds it ironical that it is the office which jettisoned the requirement of stamp and seal on lawyers' processes that is in court insisting on it.

I have examined the respective affidavits in question being challenged by the Applicant. One is the affidavit in support of the Respondents' motion to set aside the interim order of forfeiture and the other is the counter affidavit in opposition to the motion for final forfeiture. At pages 4 and 10 respectively of the motion and the written address in support of the motion to set aside, the Nigerian Bar Association (NBA) stamp of *Ikenna L. Umudu* with SCN061413 who signed the

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processes were affixed on the motion. He is equally the deponent to the affidavit in support.

It is correct, as submitted by the Respondents' senior counsel and on the authorities, that a lawyer need not affix his stamp and seal in an affidavit.

In ***Ado v. Gambo (supra),*** cited and relied upon by the Respondents' counsel, the Court held that '*...the question that arises is this: in what capacity did Agbu S. Agbu sign the counter affidavit? Clearly he did not sign it as a legal practitioner. He signed it as a deponent. I am of the view therefore that Rule 10 (2) of the Rules of Professional Conduct does not apply...I must also state that the Evidence Act is an Act of the National Assembly and as such is superior to and overrides a subsidiary Legislation such as the Rules of Professional Conduct for Legal Practitioners.*'

In the counter affidavit, the written address in support bore the NBA stamp and seal of Chijioke Okoli, SAN.

Secondly as rightly pointed out by the Respondents' counsel, an affidavit forms part of a motion and the written address. Thus a stamp and seal of the legal practitioner affixed in both the motion and the written address need not be separately affixed in the affidavit in support of the motion as an affidavit is not an independent court process. The Court of Appeal held as much in ***Eco Bank v. Monye (supra)*** when it held as follows;

'When I reflect on this objection, the question which resonate in my thoughts was whether the said affidavit in support of the Motion on Notice was filed as an independent and separate Court's process. By its heading, it is titled "affidavit in support of notice of motion..."

... It is my respectful view that the Court cannot to be pedantic in chasing shadows and leaving behind the substance of a process filed. The said affidavit in support of the Motion on Notice needs not have a separate NBA stamp affixed because, it is not an independent or a separate Court's process filed and to be served, but was filed and served along with the Motion on Notice.'

The above authorities settle the point. The point is thus resolved against the Applicant.

The **second point** raised by the Applicant on this issue is that all the documents annexed thereto are bundle of uncertified foreign documents, computer generated documents and photocopies of originals in defiance of sections 102 and 84 of the *Evidence Act, 2011*. It was submitted that it is settled that admissibility or otherwise of any document must be in compliance with the *Evidence Act, 2011* and for a computer generated documents and secondary documents to be admissible in law certain conditions as stipulated in the *Evidence Act* must exist. It was submitted further that exhibits 2, 3 and 5A being documents forming record of the English High Court of Justice and

General Prosecutor's Office of Milan, they become public documents by virtue of section 102 of the *Evidence Act, 2011* and for a judicial proceedings as in this case, the documents must either be the original of certified true copies of same in compliance with sections 90 (1) (c), 104 and 106 (1) (i) of the *Evidence Act*. Counsel relied on the case of ***Nigerian Paper Mill v. Pithawalla Engineering GMBH (1998) 1 NWLR (Pt. 99) 622.***

Counsel also made elaborate submissions with respect to section 84 and that exhibits 4A-4D and 5B-5D being computer generated documents failed to conform to the extant laws of evidence and remains inadmissible.

It was further submitted that exhibits 5A and 6 being unsigned documents remain worthless with no evidential value. On computer generated document, counsel relied on the case of ***Arocom Global Investment Ltd v. United Parcel Ltd (2021) LPELR-52891-CA.*** For the submission on unsigned documents, the case of ***A.P.G.A v. Al-Makura (2016) LPELR-47053-SC*** was relied on.

In response 1st to 4th Respondents' counsel submitted that the objections with regards to documents attached to an affidavit is spurious as the objection in itself offends section 115 (2) of the *Evidence Act* (supra) and that documents attached to an affidavit forms part of the affidavit in question and it is not possible to raise objection to its admissibility without running counter to section 87 of

the *Evidence Act*. The case of ***Ezechukwu v. Onwuka (2016) 5 NWLR (Pt. 1506) 526 @ 562*** was relied upon.

It was further submitted that the *locus classicus* on admissibility of computer generated or procured evidence is the Supreme Court case of ***Dickson v. Sylva (2017) 8 NWLR (Pt. 1567) 167*** which recognizes two ways of meeting the requirements of section 84 of the *Evidence Act* which is by formal certificate or the *ipse dixit* on oath of a witness. That oral evidence in Nigeria's superior courts, including this court, takes the form of written depositions (as in ***Dickson v. Sylva*** case) and in originating summons/motions proceedings affidavit suffices for oral evidence. Counsel referred to paragraphs 12 and 13 of the Respondents' counter affidavit against the motion for final forfeiture and submitted that the said paragraphs would show more than adequate compliance with section 84 of the *Evidence Act* by the Respondents.

The submissions of the Applicant's counsel on this point are hinged on paragraphs 12 (e) and (f) of her counter affidavit. The depositions are as follows;

> '12. *That on the 7th of February, 2022 Akutah Pius Ukeyima (Head, Central Authority Unit) in his office at Federal Ministry of Justice, Abuja informed me some facts which I verily believe to be true thus;*

(e) *That any legal practitioner seeking to depose to an affidavit in that capacity must affix his NBA stamp and seal or proof of payment of practicing fee on same.*

(f) *That there are procedures for admitting computer related documents in Nigeria.'*

In my view the above depositions do not offend section 115 (2) of the *Evidence Act* (supra) as contended by the Respondents' learned senior counsel. The depositions do not '*contain extraneous matter by way of objection, prayer or legal arguments or conclusion.*'

However I agree with learned senior counsel, supported by case laws that documents attached or annexed to an affidavit forms part of the affidavit. The documents form as much part of the affidavit as if it had been actually annexed to and filed with it and within the scope of what the court will consider in determining the case. *See* ***Iyeke v. P. T. I. (2019) 2 NWLR (Pt. 1656) Pg. 217; A.P.C v. Lere (2020) 1 NWLR (Pt. 1705) Pg. 254.***

In ***Ezeanochie v. Igwe (2020) 7 NWLR (Pt. 1724) Pg.*** 430 it was held by the Supreme Court that *'it is trite that documents attached to an affidavit as exhibits form as much part of the affidavit as if they had been actually annexed to and filed with it-South-Eastern State Newspaper Corp. & Anor v. Anwara (7975) LPELR-3707(SC). Such exhibits are not attached to affidavits just for the fun of it, they come handy. More so, when it is borne in mind that a document,*

once written, is permanent and in most cases, unlike human beings, does not lie.'

It is thus clear on the authorities that an objection cannot be taken to the admissibility of documents attached to an affidavit as the documents as well as the affidavit are already evidence before the court.

As submitted by learned senior counsel, it is axiomatic that oral evidence in Nigeria's superior courts including this court, in civil proceedings take the form of written depositions and affidavits depending on the mode of commencing the proceedings (writ of summons or originating summons/Motion).

By the Supreme Court decision in ***Dickson v. Sylva (2017) 8 NWLR (Pt. 1567) Pg. 167,*** the two ways of meeting the requirements of section 84 of the Evidence Act (supra) are by a formal certificate or the *ipse dixit* on oath of a witness.

Has the Respondents' by their depositions satisfied this requirement as postulated in the case of ***Dickson v. Sylva (supra)?***

On the authority of ***Sharing Cross Educational Services Ltd. v. Umaru Adamu Enterprises Ltd & 3 Ors (2020) 10 NWLR (Pt. 1733) Pg. 561 @ P. 589,*** a court is entitled to look into its record and make use of any document it considers relevant in resolving the issues before it in order to arrive at a just decision.

So, taking a look at paragraphs 12 and 13 of the Respondents' counter affidavit in opposition to the Applicant's motion for final forfeiture,

one will see clearly that adequate compliance with section 84 of the *Evidence Act* was met.

This point is also resolved against the Applicant.

What this translates to is that this issue is resolved against the Applicant.

I then proceed to the issues adopted for the resolution of this Application.

'Whether the Applicant is entitled to the relief sought?'

Applicant's counsel pointed out that an application of this nature is an action in rem designed to prevent the dissipation of properties that are suspected to be proceeds of crime or unlawful activities found in possession of any person without necessarily convicting the suspect in whose custody the property is found.

It was submitted that pursuant to section 17 (1) (4) of the *Advanced Fee Fraud and Other Related Offences Act, 2006*, the officers of the Commission have reasonable suspicion that the properties sought to be forfeited herein are proceeds of unlawful activities and no person has indicated interest why it should not be forfeited.

Counsel added that the averments in the affidavit and exhibits have satisfied the requirement of the law to grant this application. The cases of ***Jonathan v. FRN (2018) LPELR-43505 (CA) & Melrose General Services Ltd v. EFCC (2019) LPELR-47673-CA*** were referred to.

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For the 1st to 4th Respondents (which submissions were adopted by the 5th to 8th Respondents) it was submitted that it is settled that forfeiture proceedings under section 17 of the Advance Fee Fraud Act, as the present one, is civil in nature and an *in rem* proceedings. Relying on the case of ***La Warri Furniture & Baths v. F. R. N. (2019) 9 NWLR (Pt. 1677) 262,*** Respondents' counsel submitted that the claim is essentially against the *res* and not the owner or possessor of it and that jurisdiction over the *res* is an *in rem* action lies with the Court exercising jurisdiction over the place in which it is located.

In the present case, counsel further submitted, the *res*, i.e the funds, is not in Nigeria but in a Swiss bank, neither are the Respondents within Nigeria, therefore this court lacks jurisdiction in this matter.

In response, Applicant's counsel though admitted that an application of this nature is an *action in rem*, however submitted that the submissions of the Respondents is a misconception as Nigeria is the *bona fide* owner of those monies paid by Malabu, therefore the interest of F.R.N. on the *res* vested jurisdiction on this court to entertain same.

I have also read the Applicant's reply on points of law to the written submissions of the 5th to 8th Respondents' counsel and it is incorporated into this judgment.

Action in rem has been defined as '*an action determining the title to property and the rights of the parties, not merely among themselves, but also against all persons at any time claiming an interest in that property; a real action. See* ***Black's Law Dictionary, 8th Ed. By Bryan A. Garner, Pg. 32.*** It is an action in which the subject matter itself is sought to be affected. See ***La Warri Furniture & Baths v. FRN (supra).***

An application under section 17 of the *Advance Fee Fraud and Other Related Offences Act, 2006* (AFF Act), as in this instance, is an *action in rem*. See ***La Warri Furniture & Baths v. F. R. N. (supra).***

It is not disputed that the funds, subject matter of this Application is domiciled in a Swiss bank outside the territorial jurisdiction of this Court. This much was admitted in paragraphs 9, 10 and 11 of the Applicant's affidavit in support of the motion for final forfeiture. The Respondents are equally outside the territorial jurisdiction of this Court (the 1st to 3rd Respondents are companies registered in British Virgin Islands while the 4th Respondent is a British citizen resident outside Nigeria).

The *res* in this instance is the funds.

I agree with the Respondents' counsel that jurisdiction over the *res* in an *in rem action* lies with the Court exercising jurisdiction over the

place in which it is located. In this instance, the *res*, i.e the funds, is not in Nigeria but in a Swiss bank, in Switzerland.

This Court therefore lacks the territorial jurisdiction to entertain this action. I am not persuaded by the submission of the Applicant's counsel that the interest of the Applicant on the *res* vested jurisdiction on this Court to entertain same. Having an interest in the *res* is not the determining factor in considering jurisdiction in an *in rem* action.

On the contention that the property sought to be forfeited are reasonably suspected to be proceeds of unlawful activities, it was argued by the Respondents that the Italian Court of Appeal had cleared the 4th Respondent from allegations of criminal misconduct, the English High Court had adjudged the monies the subject matter of the present proceedings to be legitimate compensation for the services rendered by the 1st and 4th Respondents. The monies paid to the 5th to 8th Respondents are part of the monies legitimately paid to the 1st to 4th Respondents.

In the Applicant's affidavit in support, it was admitted in paragraph 7(xiv) that the dispute between the 1st Respondent and Malabu ended following the rendering of a judgment by **Lady Justice Gloster** ruling partially in favour of the 1st Respondent (EVP) and awarding it USD

110, 5000 as remuneration for services rendered in the course of negotiations made on behalf of Malabu.

In deed by exhibit 2 attached to the 1st to 4th Respondents' counter affidavit, the English (Commercial) Court in a suit between the 1st Respondent herein and Malabu, found that *'either under an implied agreement, or under an implied term, EVP had a contractual right to a reasonable fee'* and determined that *'the reasonable fee for EVP's services is $110.5 million, based on a fee of 8.5% of the total disposal consideration of $1.3 billion.'*

The contention of the Applicant that *'the monies standing to the credit of the 1st to 4th Respondents' accounts are public funds belonging to the Nigerian citizens which was purportedly paid to them for services rendered to Malabu in furtherance to the unlawful activity'* is of no moment in the light of exhibit 2. This is because by exhibit 2, the English High Court determined with finality that the monies the subject matter of the present forfeiture proceedings was the lawful and just entitlement of the 1st to 4th Respondents for services rendered.

I agree with the Respondents' senior counsel that parties for the purposes of the application of *res judicata* extends to those with interest in the subject matter of litigation, with the result that if they were aware of the case but chose to stand by and let others

fight their battle then they would be bound in the same way as the actual parties. He is deemed to have waived his right to complain and he is certainly bound by the outcome of such action. See ***Green v. Green (1987) 3 NWLR (Pt. 61) 480; Kurma v. Sauwa (2019) 3 NWLR (Pt. 1659) 247 at Pg. 261 Para. F.***

The Applicant from the evidence before this Court was aware of the proceeding between the 1st Respondent and Malabu but chose to stand by. They are bound by the decision in exhibit 2. It is not only exact parties to a case that are caught by the doctrine of *res judicata* and issue estoppel, but also their privies. I agree with the learned senior counsel for the Respondents that in the circumstances of this case that *Malabu Oil & Gas Ltd* (the defendant in exhibit 2) and the Applicant herein are privies for the purposes of the monies.

The doctrine of *res judicata* means that once a dispute or matter has been finally judicially pronounced upon or determined by a court of competent jurisdiction, neither the parties thereto nor their privies can subsequently be allowed to re-litigate the matter because a judicial determination properly handed down is conclusive until reversed by an appellate court. The doctrine is grounded on public policy which stipulates that there must be an end to litigation as captured in the Latin maxim *interest reipublicae ut sit finis litium*. See ***Sani v. President, F.R.N (2020) 15 NWLR (Pt. 1746) Pg. 151;***

D. T. T. (Nig.) Co. Ltd. v. Busari (2011) 8 NWLR (Pt. 1249) Pg. 387.

The corollary to the above point is the argument by the Respondents in their 4th issue that section 17 of the *Advanced Fee Fraud Act* does not contemplate the *'Applicant's patently misconceived and vexatious case against the 1st - 4th Respondents'* and by extension the 5th to 8th Respondents. It was submitted that the monies presently targeted are part of the judgment sum awarded to the 1st Respondent by the English Court after trenchantly contested proceedings of which the Applicant was not only aware of but was invited to stake its claim, if any.

Having found and held that the monies the subject matter of this proceedings was awarded *vide* exhibit 2 to the Respondents as their legitimate fees for services rendered, it is untenable for the Applicant to have deposed and submitted that the property sought to be attached are *'reasonably suspected to be proceeds of unlawful activities'.*

Having a "reasonable suspicion" presupposes the existence of facts or information which would satisfy an objective that the person concerned may have committed the offence or likely to commit the offence. See ***Ubochi v. eEpo & Ors (2014) LPELR-23523(CA)*** *Per NDUKWE-ANYANWU, J.C.A* ***(Pp. 20 paras. E).***

It was also contended by the Respondents that the Applicant had apparently misled the Court with a concoction of outright falsehoods and non-disclosure of several material facts including the false allegation that the 4th Respondent was convicted for bribing officers of Shell and ENI which was not the case and failing to disclose that at any rate the conviction had been quashed unequivocally.

The facts of the conviction of the 4th Respondents for bribing officers of Shell and ENI were deposed in paragraph 7(xviii) and 7(xix) of the Applicant's affidavit as follows;

'7. That on the 1st of February, 2021 about 12:15pm Abubakar Malami, SAN (Attorney-General of the Federation) informed me of the following facts which I verily believe to be true:

xviii. That the Italian Court has found that the 4th Respondent used his commission to provide kickbacks to senior executives at Shell and or ENI for OPL 245 and was convicted of corruption for acts contrary to public duties; misappropriation of public funds and bribery.

xix. That the Court sentenced him to 4 years imprisonment disqualified him from public office for 5 years and order seizure of USD94, 872, 967. 65 from him.'

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In response to the above depositions, the Respondents in paragraph 5(g) of her counter affidavit deposed *'that the Applicant concealed from the court that the Italian Court of Appeal upheld the 4th Respondent's appeal in 2021 and quashed his non-binding First Instance conviction of 2018 on the grounds that "the facts do not exist" i.e no prima facie case was established from the onset and therefore he should not have been charged at all; this development was reported by many reputable legal and general publication news media in different parts of the world including Reuters...'*

The above deposition was not controverted by the Applicant in their further affidavit.

The law is trite and clear: facts not disputed or challenged are deemed to have been accepted and/or admitted by the party against whom they are averred. See ***Lawson v. Okoronkwo (2019) 3 NWLR Pt. 1658 Pg. 66 Per Eko JSC.***

The above facts are therefore taken as admitted by the Applicant. In the light of the facts of this case I cannot see any facts supporting the assertion that the monies are *'reasonably suspected to be proceeds of unlawful activities'.*

The result is that the Applicant concealed facts from this Court in obtaining the interim order of forfeiture.

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It is the law that no injunction obtained ex-parte should stand if it had been obtained in the circumstances in which there had been a breach of duty to make the fullest and frankest disclosure. If a person did not make the fullest possible disclosure he would be deprived of any advantage he might have already obtained by means of the order. See ***Gallaher Ltd v. B. A. T. (Nig.) Ltd (2015) 13 NWLR (Pt. 1476) 325***.

The ex-parte order of interim forfeiture made by this Court on the 14th of February, 2022 is the foundation of this present application and having been obtained by concealment of facts, it will not stand.

In totality and from all that I have been laboring to say, I find that the Applicant is not entitled to the reliefs sought in her motion for final forfeiture.

The sole issue nominated for determination is resolved against the Applicant. Consequently, I refuse to make a final forfeiture order. The interim order for forfeiture made on the 14th of February, 2022 is hereby discharged and or set aside.#

Hon. Justice Obiora Atuegwu Egwuatu

Judge

June 16, 2022

APPEARANCES:

Parties are absent

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1. P. U. Akutah (CSC) with, C. V. Nnamani (CSC), D. O. Tarfa (ACSC), A. S. Bello (SC) and J. D. Esho (PSC), for the Applicant
2. Chijioke Okoli, SAN, with I. L. Umudu and G. I. Eneche for the 1st to 4th Respondents.
3. M. Akinleye with N. Omaliko and Tosan Opubor for the 5th to 8th Respondents