IN THE DISTRICT COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA MAGISTERIAL DISTRICT
HOLDEN AT ABUJA

SUIT NO: CV/91/2026

BETWEEN:

ALH. BASHEER A. KOKO .....PLAINTIFF

AND

OLOCHE EGWA .....DEFENDANT

House C6, Stallion Estate,
Lobito Crescent, Wuse II, Abuja.

1ST HIGH COURT OF THE FCT, ABUJA
REGISTRAR
Mohammed Suleiman Takuma
REGISTRAR

AT THE SUIT OF THE PLAINTIFF, THIS PLAINT IS TAKEN OUT AGAINST THE FOLLOWING DEFENDANT who resides, at House C6, Stallion Estate,Lobito Crescent, Wuse II, Abuja.

1. The Plaintiff is the Owner of the three (3) bedroomflat located at House C6, Stallion Estate,Lobito Crescent, Wuse II, Abuja (the "**Demised Premises**").

2. The Defendant, by a tenancy agreement dated the 19th day of October 2020 occupied the Demised Premises as a tenant, at the annual rental value of Two Million, Five hundredthousand Naira only (₦2,500,000.00). **The tenancy agreement dated the 19th day of October 2020 is herein pleaded and shall be relied upon during trial**.

3. Subsequently, rent was increased to five million naira (₦5,000,000) and the Defendant was given a notice dated the 20th day of January 2025, to that effect. **The said Notice of Rent Increment is herein pleaded and shall be relied upon during trial.**

4. The Tenant continued to occupied the demised premises at the revised rent of five million naira until the tenancy was determined by effluxion of time on the 31stOctober 2025, however, the sum of three million naira (₦3,000,000) as part payment of the rent was made for the period that ended on 31st October 2025 leaving an outstanding of Two million naira only (₦2,000,000). **The Noticeis herein pleaded and shall be relied upon during trial.**

5. Following expiration of the tenancy, the Defendant became a tenant at will from the 1st day of November 2025 and has continued to hold over till date refusing to yield vacant possession to the Claimant.

6. **The sum payable for the apartment on a monthly basis is** four hundred and seventeen thousand naira only(₦417,000).

7. ‖ Upon the Defendant refusal to hand over vacant possession after the determination of the tenancy as averred above, the Plaintiff thereafter issued and served on the Defendant a seven (7) days' Notice of Owner's Intention to Recover Possession by pasting same on the said property, on the 27thday of January 2025. **A copy of this notice is herein pleaded and shall be relied upon during trial. The Defendant is required to produce the original.**

8. Despite the expiration of the seven (7) days' notice, the Defendant has failed and/or refused to vacate the Demised Premises.

9. The Plaintiff avers that the Defendant has no valid defense against the claim. The Plaintiff is left with no doubt that unless the Honorable Court intervenes, he will continue to experience hardship and deprivation of the use of the Demised Premises as a result of the Defendant's actions.

10. The Plaintiff further avers that the need to seek legal remedy would not have arisen had the Defendant vacated as requested, resulting in unnecessary legal costs to the Plaintiff.

11. As a law-abiding citizen of Nigeria, the Plaintiff is looking to the Honorable Court for recovery of the Demised Premises.

WHEREOF THE PLAINTIFF CLAIMS AS FOLLOWS:

a. **AN ORDER** directing the Defendant to forthwith vacate the Demised Premises located at three (3) bedrooms flat located at House C6, Stallion Estate,Lobito Crescent, Wuse II, Abuja, thereby restoring possession of the Demised Premises to the Plaintiff immediately.

b. **AN ORDER** directing the Defendant to pay the outstanding arears of rent in the sum of two million naira only (₦2,000,000).

c. **AN ORDER** directing the Defendant to pay mesne profits, effective from 1st November, 2025 at the rate of four hundred and seventeen thousand naira only (₦417,000) monthly, until the Defendant vacates and returns possession of the Demised Premises to the Plaintiff.

d. **AN ORDER** for 10% monthly interest on the total judgment sum from the date of judgment until full liquidation of the Judgment sum.

e. Cost of Action of ₦1,5000,000 and Any other orders this Honorable Court deems appropriate under the circumstances of the case.

Dated this 12thFebruary 2026

The Address for service and phone numbers of parties are:

Plaintiff:
C/O His Attorney
Block 15D, Salis Court, Efirelleogun Street,
(Around Jabi Airport Junction)
Gwarimpa 1 FCT- Abuja.
08033661414
07050838653

Defendant:
House C6, Stallion Estate,
Lobito Crescent, Wuse II, Abuja.

The Plaint was taken out by Dayo Ashonibare, Counsel to the Plaintiff of Block 15D, Salis Court, Efirelleogun Street (Around Jabi Airport Junction) Gwarimpa 1 FCT-Abuja.

Dr. Dayo G. Ashonibare, ACaIArb (UK), (UK), Notary Public
EncAshonibare, Esq
Simiat Suleiman, Esq
J.O Ibrahim, Esq
Plaintiff's Counsel
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Block 15D, Salis Court, Efirelleogun Street
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levitesolicitors@gmail.comhello@levitesolicitors.com

FOR SERVICE ON:
The Defendant
OLOCHE EGWA
House C6, Stallion Estate,
Lobito Crescent, Wuse II, Abuja,

IN THE DISTRICT COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA MAGISTERIAL DISTRICT
HOLDEN AT ABUJA

SUIT NO:.....

BETWEEN:

ALH. BASHEER A. KOKO .....PLAINTIFF

AND

OLOCHE EGWA .....DEFENDANT

WITNESS STATEMENT ON OATH

I, Sa'iduMuhammad, Male, Nigerian citizen, of No. 3 IroDammusa Street, Asokoro, Abuja, do hereby make oath and state as follows:

1. That I am the Property Manager to the Plaintiff in this suit and by virtue of my position, I am conversant with the facts of this case.

2. That the Plaintiff is the owner of the three (3) bedroom flat located at House C6, Stallion Estate, Lobito Crescent, Wuse II, Abuja (hereinafter referred to as "the Demised Premises").

1. That the Defendant occupied the Demised Premises as a tenant by virtue of a tenancy agreement dated the 19th day of October 2020 at the annual rental value of Two Million, Five Hundred Thousand Naira (₦2,500,000.00).**That the tenancy agreement dated the 19th day of October 2020 is hereby attached and marked as Exhibit P1.**

3. That subsequently, the rent was increased to Five Million Naira(₦5,000,000.00) per annum and the Defendant was duly issued with a Notice of Rent Increment dated the 20th day of January 2025.**That the said Notice of Rent Increment is hereby attached and marked as Exhibit P2. The Defendant is hereby put on notice to produce the original copy.**

4. That the Defendant continued to occupy the Demised Premises at the revised rent of Five Million Naira (N5,000,000.00) per annum until the tenancy was determined by effluxion of time on the 31st day of October 2025.

5. That the Defendant paid the sum of Three Million Naira (₦3,000,000.00) as part payment of rent for the period that ended on the 31st day of October 2025, leaving an outstanding balance of Two Million Naira (₦2,000,000.00).

6. That upon the expiration of the tenancy, the Defendant became a tenant at will from the 1st day of November 2025 and has continued to hold over till date, refusing to yield vacant possession of the Demised Premises to the Plaintiff.

7. That the monthly rental value of the Demised Premises is Four Hundred and Seventeen Thousand Naira (₦417,000.00).

8. That upon the Defendant's refusal to hand over vacant possession after the determination of the tenancy, the Plaintiff caused to be issued and served on the Defendant a Seven (7) Days' Notice of Owner's Intention to Recover Possession by pasting same on the Demised Premises on the 27th day of January 2025.**That a copy of the said Seven (7) Days' Notice of Owner's Intention to Recover Possession is hereby attached and marked Exhibit P3.The Defendant is hereby put on notice to the original.**

9. That despite the expiration of the said Seven (7) Days' Notice, the Defendant has failed and/or refused to vacate the Demised Premises.

10. That the Defendant has no valid defense to the claim of the Plaintiff in this suit.

11. That the Plaintiff has suffered and continues to suffer hardship and deprivation of the use of the Demised Premises as a result of the Defendant's refusal to vacate same.

12. That the Plaintiff was constrained to institute this action to recover possession of the Demised Premises and avoid further loss.

13. That unless this Honorable Court intervenes, the Defendant is determined to remain in occupation of the Demised Premises to the disadvantage of the Plaintiff.

14. I urge this Honorable Court to grant the Plaintiff's claim against the Defendant for:

a. **AN ORDER** directing the Defendant to forthwith vacate the Demised Premises located at three (3) bedrooms flat located at House C6, Stallion Estate,Lobito Crescent, Wuse II, Abuja, thereby restoring possession of the Demised Premises to the Plaintiff immediately.

b. **AN ORDER** directing the Defendant to pay the outstanding arears of rent in the sum of two million naira only (₦2,000,000).

c. **AN ORDER** directing the Defendant to pay mesne profits, effective from 1st November, 2025 at the rate of four hundred and seventeen thousand naira only (N417,000) monthly, until the Defendant vacates and returns possession of the Demised Premises to the Plaintiff.

d. **AN ORDER** for 10% monthly interest on the total judgment sum from the date of judgment until full liquidation of the Judgment sum.

f. Cost of Action of ₦1,5000,000 and Any other orders this Honorable Court deems appropriate under the circumstances of the case.

15. That I make this statement on oath conscientiously in good faith believing its content to be true and correct in accordance with the oath Act.

Deponent

SWORN TO AT THE DISTRICT COURT
REGISTRY, ABUJA

THIS ...18TH..... DAY OF February 2026

HIGH COURT OF THE FCT, ABUJA
COMMISSIONER FOR OATHS
Mohammed Suleiman Takaraji
Sign

18/02/2026

BEFORE ME

COMMISIONER FOR OATHS

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PLAINTIFF'S LIST OF WITNESSES

1. Sa'idu Muhammad
2. Witness that may be subpoenaed

Datedthis12$^{th DAY}$ OF February 2026

Dr. Dayo G. Ashonibare, ACaIArb (UK), (UK), Notary Public
EneAshonibare, Esq
Siniat Sulciman, Esq
J.O Ibrahim, Esq
Plaintiff's Counsel
Levite Solicitors & Arbitrators
Block 15D, Salis Court, Efirelleogun Street
(Around Airport Junction) Gwarimpa
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PLAINTIFF'S LIST OF DOCUMENT

1. Tenancy agreement
2. Notice of rent increment
3. Seven-day Notice of Owner's Intention to Recover Possession
4. Part Payment for legal Fees reciept

Datedthis 12thdayofFebruary 2026

Dr. Dayo G. Ashonibare, ACalArb (UK), Notary Public
Enc Ashonibare, Esq
Simiat Sulelman, Esq
J.O Ibrahim, Esq
Plaintiff's Counsel
Levite Solicitors & Arbitrators
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