

**IN THE HIGH COURT OF JUSTICE OF NIGER STATE
MINNA JUDICIAL DIVISION
HOLDEN AT MINNA**

SUIT NO: NSHC/09/2025

BETWEEN:

- 1. ABUBAKAR MOHAMMED MAIGIDA**
(For himself and on behalf of Guzan Community)
- 2. MUHAMMAD KUDU** **PLAINTIFFS**
(For himself and on behalf of Wuchi Community)

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED **DEFENDANT**

CONSEQUENTIALLY AMENDED DEFENDANT'S STATEMENT OF DEFENCE

The Defendant, Mainstream Energy Solutions Limited (hereinafter referred to as "the Defendant"), in response to the Plaintiffs' Statement of Claim, states as follows:

1. The Defendant denies each and every allegation of fact contained in the Statement of Claim as if each of the averments are set out seriatim except those expressly or specifically admitted herein.
2. The Defendant avers that averments in paragraphs 4, 5, 6 and 7 of the Statement of Claim is solely within the knowledge of the Plaintiffs and are put into the strictest proof of their representative capacity.
3. The Defendant avers that in response to the averment in paragraph 6 of the Statement of Claim, the Defendant adequately notified all residents along the river route and that the Defendants have failed to take cognizance of climate change and its attendant effects on humanity and general ecosystem.
4. The Defendant denies the averment in paragraphs 8 to 12 of the Statement of Claim and put the Plaintiffs into the strictest proof of their averment thereof.

5. In specific denial of paragraphs 8 to 12 of the Statement of Claim, the Defendant states that it has at all material times carried out its operations, including the regulated release of water from the Kainji and Jebba Dams, in strict adherence to:
- a) All applicable environmental and operational safety standards,
 - b) Statutory and regulatory obligations, and
 - c) Professional guidelines issued by the Nigerian Hydrological Services Agency (NIHSA), the National Emergency Management Agency (NEMA), and other competent authorities.
6. The Defendant states that water discharge operations in January and April 2025 were:
- a) **Scientifically advised** and technically necessary to maintain structural integrity and prevent dam failure;
 - b) **Systematically implemented** based on real-time hydrological forecasts; and
 - c) **Preceded by public warnings and sensitization** campaigns duly broadcast via radio, television, and public service announcements across Niger State and neighbouring communities.
7. The Defendant shall found on the data of the systemic and controlled release of water from the dam for the month of January and April at the trial of this Suit.
8. The Defendant shall also found on the radio and television jingles for sensitization, billboards, posters, leaflets and receipt of payments to media organisations before systemic and measured release of water from the dam at the trial of this Suit.
9. The Defendant avers that all communities located downstream of the Jebba Dams were adequately and timely informed of the Intended water releases and the associated risks.
10. The water from the dam at any point was released in specific measure per cubic meter (cumec) in accordance with regulated capacity and specification.

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11. For instance, after the January 2005 flooding, the Niger State Government invited the Defendant and the Defendant made proper representation to the satisfaction of the Niger State Government. The Defendant shall found on the letter of invitation from the Niger State Government dated 6th March 2025 and the letter of response from the Defendant with its attachment showing data for systemic release of water from January to March 2025 at the trial of this Suit.
12. Around same time, the Defendant was at the National Assembly to make similar presentation to the satisfaction of the Panel.
13. The Defendant denies the averment in paragraph 13 of the Statement of Claim and put the Plaintiffs into the strictest proof of the averment thereof.
14. In further response to the averment in paragraph 13 of the Statement of Claim that the dams and turbines are designed to release water at any time of the year in a systemic manner once there is overflow of water that is capable of bursting the dam or hampering the turbines and it is not limited to August or any specific month of the year and that the stakeholders, local authorities and the farming communities are carried along always through adequate information and sensitization.
15. The Defendant shall found upon the jingle at radio/television stations, pictorial evidence of banners, receipt of payment to radio and radio/television, letters to communities and leaflets of sensitization about prospective release of water from the dams at the trial of this Suit.
16. The Defendant avers that first part of the averment in paragraph 14 of the Statement of Claim is solely within the knowledge of the Plaintiffs and are put into the strictest proof of it and denies the second part of paragraph 14 of the Statement of Claim.
17. In further response to the second part of paragraph 14 of the Statement of Claim that the Defendant is stickler for professionalism, due diligence and people centric in its approach to business.

18. The Defendant denies the averment in paragraph 15 of the Statement of Claim and put the Plaintiffs into the strictest proof of the averment thereof.
19. In response to paragraph 16 of the Statement of Claim, the Defendant avers that it is not in a position to compensate for any damage it did not cause and did not release water without due diligence and in accordance with international best practices. The Defendant shall found on the letters from the Solicitors from both parties already pleaded by the Claimant at the trial of this Suit.
20. The Defendant contends that any damage allegedly suffered by the Plaintiffs resulted from:
 - a) Their **continued occupation of flood-prone areas**, in contravention of advisory notices and relocation guidance issued by government authorities due to the alluvial nature of the water route to agriculture/farming and/or
 - b) The **natural seasonal overflow of the River Niger**, a transboundary water body spanning over 4,000 kilometers, whose upstream and downstream dynamics are not wholly within the control of the Defendant.
21. The Defendant states further that the River Niger is subject to **complex hydrological influences**, including rainfall patterns across West Africa and water flow from multiple tributaries or downstream, over which the Defendant exercises no authority and the release of water from other countries on the line of flow of the water body particularly the Lagdo dam in Cameroun.
22. The Defendant avers that there is no way any release of water from the Jebba Dam would have affected and submerged the Plaintiffs farm land about 60 to 70 kilometers away without affecting its immediate neighbours who are less than 1 kilometer away from the Jebba Dam.
23. The immediate villages/settlements after Jebba Dam are the following and none of them complained about flooding either in January or April of 2025:
 - a. Mazhi Community
 - b. Gungu Community
 - c. Jebba South

- d. Fangan Community
- e. Yelwa Community
- f. Gbere Community
- g. Shonga Town
- h. Lafiagi Town
- i. Jaagi Community
- j. Sunti Community
- k. Rabba
- l. Kpanbo
- m. Chegama

24. All the above-mentioned towns and communities are before the Plaintiffs community and none of them complained of any flooding or was flooded.
25. The survey of the alleged flooded area tendered by the Claimant shows that the two communities allegedly flooded are on the either side of Ega River and it was Ega River that was overflowed and flooded the Plaintiffs community that are floodplain or flood prone area and not water released from Jebba Dam as alleged by the Plaintiffs.
26. The Defendant avers that Ega River takes its source from River Kaduna, the river immediately after Bida on the way to Kutigi both in Niger State and they both discharges to the River Niger at different points.
27. The Defendant avers that the entire land of the Plaintiffs communities are floodplain/ flood prone area and it is evident in the sandy soil, shrubs of water grass, pockets of small lakes and scattered streams covering the entire communities.
28. The Defendant avers that the choice of rice farming for the Plaintiffs is informed by the fact that their entire community land is floodplain/flood prone and swampy.
29. The Defendant avers that the type of rice being cultivated by the Plaintiffs is even called 'flooded paddy rice' which simply means the rice is grown in waterlogged parcel of land.
30. The Defendant categorically denies liability for the sum of **₦5,000,000,000.00 (Five Billion Naira)** or any other sum whatsoever and states that the claims for damage are:

a) **Grossly exaggerated**, speculative, and unsupported by empirical evidence;

b) Based on **misrepresentation of facts**, and

c) Motivated by an **intent to extract unwarranted compensation**.

31. The Defendant avers that the Niger State Government has already engaged with the Defendant on this matter, and the Defendant has **provided full disclosures and cooperation** in good faith. The Defendant shall found upon its correspondence with Niger State Government at the trial of this Suit.

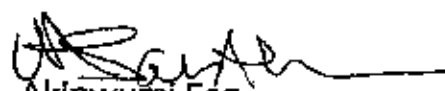
32. The Defendant avers that it has invested substantially in community relations, environmental responsibility, and downstream flood management projects, and that its corporate reputation has been unfairly targeted by the Plaintiffs' public claims and litigation.

WHEREFORE, the Defendant prays this Honourable Court to:

1. Dismiss the Plaintiffs' claims in their entirety as lacking in merit; frivolous; vexatious and gold digging.
2. Award substantial costs in favour of the Defendant; and
3. Make such further or other orders as this Honourable Court may deem fit in the circumstances.

Dated this 15th day of May 2026.




B. S. Akinwumi Esq.
G. B. Ogunmola Esq.
Oluwabunmi Omoniwa (Mrs)
Josh Abe Esq.
Babs Akinwumi & Co
(Counsel to the Defendant)

19 Uyo Crescent, off Emeka Anyaoku Street, Garki, Area 11,
Abuja, FCT.
08066076070

For Service on:

Plaintiffs

C/o their Solicitors

Dayo G. Ashonibare Esq.

Levite Solicitors & Arbitrators

Block 15D, Salis Court, Efire Ilogun Street,

(Around Jabi Airport Junction)

Gwarinpa II, Abuja.

consequently Amended Defendants statement of Defence.	—	500
		2000
4 written statement on oath	—	200
List of Documents	—	200
List of witnesses	—	600
6 Annexures	—	<u>3,500</u>

Mr ~~Mr~~ — 1006431709

n — 0000031829

21/05/2026

**IN THE HIGH COURT OF JUSTICE OF NIGER STATE
MINNA JUDICIAL DIVISION
HOLDEN AT MINNA**

SUIT NO: NSHC/09/2025

BETWEEN:

1. ABUBAKAR MOHAMMED MAIGIDA

(For himself and on behalf of Guzan Community)

2. MUHAMMAD KUDU PLAINTIFFS

(For himself and on behalf of Wuchi Community)

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED DEFENDANT

WRITTEN STATEMENT ON OATH MR AYODEJI CORNELIUS AKANDE

I, AYODEJI CORNELIUS AKANDE, adult, male, Christian, employee of the Defendant and Nigerian Citizen of 6 Yedseram Street, Maitama, Abuja, do solemnly and sincerely make oath and state as follows:

1. I am an Hydrologist and the head of Hydrology Department in the employment of the Defendant herein and by virtue of which position I am conversant with the facts of this case.
2. I have the Defendant's authority and consent to depose to this statement on Oath on its behalf.
3. I have read and understood the Defendant's Statement of Defence and the facts deposed herein are within my personal knowledge, except where otherwise stated.
4. I have practiced as a Hydrologist for 29 years in various capacity with proper qualification and certification.
5. There had never been a time that the Defendant released water arbitrarily and without system control from any of its dams with adequate warning and sensitization to the general public.

Time taken

6. The Defendant has always adequately notified all residents along the river route and that the Plaintiffs have failed to take cognizance of climate change and its attendant effects on humanity and general ecosystem.
7. The Defendant has at all material times carried out its operations with adequate care and diligence, including the regulated release of water from the Kainji and Jebba Dams, in strict adherence to:
 - a. All applicable environmental and operational safety standards,
 - b. Statutory and regulatory obligations, and
 - c. Professional guidelines issued by the Nigerian Hydrological Services Agency (NIHSA), the National Emergency Management Agency (NEMA), and other competent authorities.
8. The water discharge operations of January and April 2025 were:
 - a. **Scientifically advised** and technically necessary to preserve the structural integrity of the dams and prevent catastrophic failure;
 - b. **Scientifically implemented based on real-time hydrological forecasts and analyses from my department;**
 - c. **Preceded by sensitization** campaigns and public warnings issued via radio, television, billboards, leaflets, and direct community engagement.
 - d. **natural seasonal overflow of the River Niger**, a trans boundary water body spanning over 4,000 kilometers, whose upstream and downstream dynamics are not wholly within the control of the Defendant.
9. The water from the dam at any point was released in specific measure per cubic meter (cumec) in accordance with regulated capacity and specification.
10. For instance, after the January 2025 flooding, the Niger State Government invited the Defendant and the Defendant made proper representation to the satisfaction of the Niger State Government.
11. Around same time, I was at the National Assembly to make similar presentation on behalf of the Defendant to the satisfaction of the Panel.
12. The dams and turbines are designed to release water at any time of the year where overflow may pose a risk to dam safety or turbine operations, and

multiple tributaries or downstream, over which the Defendant exercises no authority and the release of water from other countries on the line of flow of the water body particularly the Lagdo dam in Cameroun.

18. The Defendant categorically denies liability for the sum of **₦5,000,000,000.00 (Five Billion Naira)** or any other sum whatsoever and states that the claims for damage are:

d) **Grossly exaggerated**, speculative, and unsupported by empirical evidence;

e) Based on **misrepresentation of facts**, and

f) **Motivated by an intent to extract unwarranted compensation.**

19. The Niger State Government has already engaged with the Defendant on this matter, and the Defendant has **provided full disclosures and cooperation** in good faith.

20. The Defendant has invested substantially in community relations, environmental responsibility, and downstream flood management projects, and that its corporate reputation has been unfairly targeted by the Plaintiffs' public claims and litigation.

21. The sum of **₦5,000,000,000.00 (Five Billion Naira)** claimed by the Plaintiffs is **Grossly exaggerated**, speculative, and unsupported by empirical evidence.

22. The claims of the Claimant are gold-digging, blatant, ungroundable, obnoxious, bogus and unfounded based on lies and manipulation of facts.

23. I urge the Court to dismiss the claims of the Plaintiffs in its entirety with punitive cost.

24. That I swear to this Affidavit in good faith believing its content to be true in accordance with the Oath Act, 2004.

21. The a

GAAC/2

Sworn to at the High Court of Niger State Registry

This^{21st}..... day of May 2026.

Before Me

Commissioner of Oath

HIGH COURT OF JUSTICE
COMMISSIONER FOR OATH
NASIRU DADA
SIGN
NIGER STATE OF NIGERIA

Nasir 21/05/2026

5. My department is responsible for all public communications, media campaigns, and sensitization efforts of the Defendant, including those relating to controlled water releases from Kainji and Jebba Dams.
6. Prior to every regulated release of water from the dams, the Defendant carries out extensive sensitization campaigns across Niger State and neighbouring communities, which include:
 - a. Radio and television jingles aired on major stations;
 - b. Newspaper publications and community announcements;
 - c. Billboards, posters, and leaflets strategically placed and distributed in affected communities;
 - d. Letters and notifications sent to local government authorities, traditional rulers, and community leaders.
7. In respect of the January and April 2025 water releases, my department duly engaged media houses, settled all payments for adverts and ensured that jingles and announcements were broadcasted ahead of the scheduled discharge.
8. The Defendant also organized stakeholder sensitization forums with community leaders and relevant government agencies before the release, to ensure that residents downstream were adequately informed of the risks and safety measures.
9. Our sensitization and public awareness drive include the following:
 - a. Paid radio and television jingles;
 - b. Banners and billboards;
 - c. Leaflets
 - d. Engagement with stakeholders
10. Several times, the Government of Niger State and relevant Federal Government agencies alongside with the Defendant have continued at all

times to discourage farming activities and habitation alongside to the waterways; however, the people have continued in defiance to the admonishment to practice farming and habit the terrain due to its alluvial nature.

11. The Defendant has always been professional, diligent, and people-centric in its approach to operations and community relations, and denies any suggestion of negligence.

12. I know as a fact that the Plaintiffs' allegations of lack of notice or sensitization are false, exaggerated, and contrary to the evidence of extensive campaigns carried out by my department.

13. Any damage allegedly suffered by the Plaintiffs resulted from:

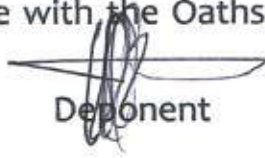
- a. Their **continued occupation of flood-prone areas**, in contravention of advisory notices and relocation guidance issued by government authorities due to the alluvial nature of the water route to agriculture/farming and/or
- b. The **natural seasonal overflow of the River Niger**, a transboundary water body spanning over 4,000 kilometers, whose upstream and downstream dynamics are not wholly within the control of the Defendant.

14. The sum of **₦5,000,000,000.00** (Five Billion Naira) claimed by the Plaintiffs is Grossly exaggerated, speculative, and unsupported by empirical evidence.

15. The claims of the Claimant are gold-digging, blatant, unground able, obnoxious, bogus and unfounded based on lies and manipulation of facts.

16. I urge the Court to dismiss the claims of the Plaintiffs in its entirety.

17. That I make this witness statement in good faith, conscientiously believing the contents to be true and correct, in accordance with the Oaths Act, 2004.


Deponent

Sworn to at the High Court of Niger State Registry
This^{21st}..... day of May 2026.

Before Me
HIGH COURT OF JUSTICE
COMMISSIONER FOR OATH
NASIRU DADA
SIGNATURE:  21/05/2026
Commissioner of Oath
NIGER STATE OF NIGERIA

**IN THE HIGH COURT OF JUSTICE OF NIGER STATE
MINNA JUDICIAL DIVISION
HOLDEN AT MINNA**

SUIT NO: NSHC/09/2025

BETWEEN:

1. ABUBAKAR MOHAMMED MAIGIDA

(For himself and on behalf of Guzan Community)

2. MUHAMMAD KUDU PLAINTIFFS

(For himself and on behalf of Wuchi Community)

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED DEFENDANT

WRITTEN STATEMENT ON OATH SHANONO BARA'U ABDULLAHI.

I, Shanono Bara'u Abdullahi,

adult, male, Muslim, employee of the Defendant and Nigerian Citizen of 6 Yedseram Street, Maitama, Abuja, do solemnly and sincerely make oath and state as follows:

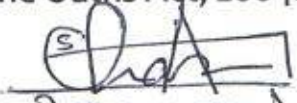
1. I am the Head of Community Relations Department of the Defendant, Mainstream Energy Solutions Limited, and by virtue of my position, I am directly involved in the engagement and liaison with communities downstream of Kainji and Jebba Dams.
2. I have the authority and consent of the Defendant to depose to this statement on its behalf.
3. I am conversant with the facts of this case, particularly with respect to the sensitization, consultation, and engagement of host and downstream communities before regulated releases of water from the dams.
4. Before every controlled release of water from Kainji and Jebba Dams, my department coordinates and relate with local government authorities, traditional institutions, and community associations to notify and sensitize them of the planned releases and associated safety measures.

5. In respect of the water discharge operations carried out in January and April 2025, my department issued correspondences and notices to communities, traditional rulers, district heads and local chief of downstream communities:
 - a. Conducted community sensitization meetings where farmers, fishermen, and residents were duly briefed;
 - b. Distributed posters and leaflets in English, Hausa, Nupe, and other local dialects to ensure proper understanding by affected residents;
 - c. Collaborated with religious and community leaders to pass safety information to their followers.
6. In addition to the above, the Defendant also engaged radio and television stations, erected banners, and held interactive sessions to further warn and prepare communities for the controlled water releases.
7. The Defendant in engaging with communities, traditional rulers, district heads and local chief, did the following:
 - a. Conducted physical sensitization meetings;
 - b. handed leaflets to community gatherings;
8. The Defendant has always prioritized the safety and wellbeing of downstream communities, and denies the allegation that residents were taken by surprise or not carried along in the process.
9. Any damages allegedly suffered by the Plaintiffs were either due to occupation of flood-prone areas despite repeated advisories, or due to the natural and seasonal overflow of the River Niger, factors beyond the Defendant's control.
10. The sum of ₦5,000,000,000.00 (Five Billion Naira) claimed by the Plaintiffs is grossly exaggerated, speculative, and unsupported by empirical evidence.
11. The claims of the Claimant are gold-digging, blatant, unground able, obnoxious, bogus and unfounded based on lies and manipulation of facts.

12. I urge the Court to dismiss the claims of the Plaintiffs in its entirety.

13. That I make this witness statement in good faith, conscientiously believing the contents to be true and correct, in accordance with the Oaths Act, 2004.

Sworn to at the High Court of Niger State Registry
This ^{21st} day of May 2026.


Deponent

Before Me
HIGH COURT OF JUSTICE
COMMISSIONER FOR OATH
NASIRU DADA
Commissioner of Oath. 
NIGER STATE OF NIGERIA 21/05/2026

**IN THE HIGH COURT OF JUSTICE OF NIGER STATE
MINNA JUDICIAL DIVISION
HOLDEN AT NEW BUSSA**

SUIT NO: NSHC/09/2025

BETWEEN:

3. ABUBAKAR MOHAMMED MAIGIDA

(For himself and on behalf of Guzan Community)

4. MUHAMMAD KUDU PLAINTIFFS

(For himself and on behalf of Wuchi Community)

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED DEFENDANT

**WRITTEN STATEMENT ON OATH OF MR MOHAMMED ABDULLAHI
(CONSEQUENTIALLY ADDED)**

I, **MOHAMMED ABDULLAHI**, adult, male, Muslim, employee of the Defendant and Nigerian Citizen of 6 Yedseram Street, Maitama, Abuja, do solemnly and sincerely make oath and state as follows:

17. I am a Hydrologist and a member of Hydrological Society of Nigeria and the head of Hydrology Department, Jebba Hydro Power Plant, Jebba in the employment of the Defendant herein and by virtue of which position I am conversant with the facts of this case.

18. I have the Defendant's authority and consent to depose to this statement on Oath on its behalf.

19. I have read and understood the Defendant's Statement of Defence and the facts deposed herein are within my personal knowledge, except where otherwise stated.

20. I have practiced as a Hydrologist for 26 years in various capacity with proper qualification and certification.

21. There had never been a time that the Defendant released water arbitrarily and without system control from any of its dams with adequate warning and sensitization to the general public.

On this 11th day of 2025

22. The Defendant has always adequately notified all residents along the river route and that the Plaintiffs have failed to take cognizance of climate change and its attendant effects on humanity and general ecosystem.
23. The Defendant has at all material times carried out its operations with adequate care and diligence, including the regulated release of water from the Kainji and Jebba Dams, in strict adherence to:
 - a. All applicable environmental and operational safety standards,
 - b. Statutory and regulatory obligations, and
 - c. Professional guidelines issued by the Nigerian Hydrological Services Agency (NIHSA), the National Emergency Management Agency (NEMA), and other competent authorities.
24. The water discharge operations of January and April 2025 were:
 - a. **Scientifically advised** and technically necessary to preserve the structural integrity of the dams and prevent catastrophic failure;
 - b. **Scientifically implemented based on real-time hydrological forecasts and analyses from my department;**
 - c. **Preceded by sensitization** campaigns and public warnings issued via radio, television, billboards, leaflets, and direct community engagement.
 - d. **natural seasonal overflow of the River Niger**, a trans boundary water body spanning over 4,000 kilometers, whose upstream and downstream dynamics are not wholly within the control of the Defendant.
25. The water from the dam at any point was released in specific measure per cubic meter (cumec) in accordance with regulated capacity and specification of the dams.
26. Particularly, the Jebba dam is designed to release up to 10,000 cumec per day at full operational capacity, if all the 6 turbines are working and all the spillway gates are opened.
27. However, from December 2024, only 4 of the turbines of the 6 installed turbines at Jebba were working and would not require release of the maximum water for the dam.

28. The dam did not release more than an average of 3,000 cumec of water per day from December 2024 till today.
29. The alleged flooding of the Plaintiffs' community could be as a result from flooding from downstream or discharge from any of the tributaries flowing River Niger or River Benue.
30. A river may flow backward once the inflow water is above the river level.
31. I also know as a fact that an area cannot be flooded except it is a floodplain or flood prone area due to river overflow.
32. An area that is not on a floodplain or flood prone can only be flooded during torrential rain fall which could also be the cause of the alleged flooding of the Plaintiffs' community.
33. The dams and turbines are designed to release water at any time of the year where overflow may pose a risk to dam safety or turbine operations, and such releases are not restricted to August or any particular month. The stakeholders, local authorities, and farming communities downstream are always carried along through timely notifications and sensitization measures before any controlled release of water.
34. The Defendant placed jingles on radio/television stations, and have pictorial banners, did letters to communities and leaflets of sensitization about prospective release of water from the dam.
35. Any damage allegedly suffered by the Plaintiffs was occasioned either by:
 - c. Their continued occupation of flood-prone areas despite advisory notices and relocation guidance, or
 - d. The natural seasonal overflow of the River Niger, and not by any negligent or wrongful act of the Defendant.
36. The Defendant has invested substantially in downstream flood management, environmental responsibility, and community relations, and maintains a professional and people-centric approach in its operations.

37. The Defendant contends that the alleged damage suffered by the Plaintiffs might have resulted from:

d. Their **continued occupation of flood-prone areas**, in contravention of advisory notices and relocation guidance issued by government authorities due to the alluvial nature of the water route to agriculture/farming and/or

e. The **natural seasonal overflow of the River Niger**, a transboundary water body spanning over 4,000 kilometers, whose upstream and downstream dynamics are not wholly within the control of the Defendant.

f. The flooding might have even been caused flows from downstream tributaries.

38. I know as a fact that the River Niger is subject to **complex hydrological influences**, including rainfall patterns across West Africa and water flow from multiple tributaries or downstream, over which the Defendant exercises no authority and the release of water from other countries on the line of flow of the water body particularly the Lagdo dam in Cameroun.

39. I know as a Hydrologist that there is no way any release of water from the Jebba Dam would have affected and submerged the Plaintiffs farm land about 60 to 70 kilometers away without affecting its immediate neighbours who are less than 1 kilometer away from the Jebba Dam.

40. The immediate villages/settlements after Jebba Dam are the following and none of them complained about flooding either in January or April of 2025: "

1. Mazhi Community
2. Gungu Community
3. Jebba South
4. Fangan Community
5. Yelwa Community
6. Gbere Community
7. Shonga Town
8. Lafiagi Town
9. Jaagi Community
10. Sunti Community

11. Rabba
12. Kpanbo
13. Chegama

41. All the above-mentioned towns and communities are before the Plaintiffs community and none of them complained of any flooding or was flooded at any time.
42. The survey of the alleged flooded area tendered by the Claimant shows that the two communities allegedly flooded are on the either side of Ega River and it was Ega River that was overflowed and flooded the Plaintiffs community that are floodplain or flood prone area and not water released from Jebba Dam as alleged by the Plaintiffs.
43. The Ega River takes its source from River Kaduna, the river immediately after Bida on the way to Kutigi both in Niger State and they both discharges to the River Niger at different points.
44. The entire land of the Plaintiffs communities are floodplain/ flood prone area and it is evident in the sandy soil, shrubs of water grass, pockets of small lakes and scattered streams covering the entire communities.
45. The choice of rice farming for the Plaintiffs is informed by the fact that their entire community land is floodplain/flood prone and swampy.
46. The type of rice being cultivated by the Plaintiffs is even called 'flooded paddy rice' which simply means the rice is grown in waterlogged parcel of land.
47. The Defendant categorically denies liability for the sum of **₦5,000,000,000.00 (Five Billion Naira)** or any other sum whatsoever and states that the claims for damage are:
 - g) **Grossly exaggerated**, speculative, and unsupported by empirical evidence;
 - h) **Based on misrepresentation of facts**, and
 - i) **Motivated by an intent to extract unwarranted compensation.**

48. The Niger State Government has already engaged with the Defendant on this matter, and the Defendant has **provided full disclosures and cooperation** in good faith.
49. The Defendant has invested substantially in community relations, environmental responsibility, and downstream flood management projects, and that its corporate reputation has been unfairly targeted by the Plaintiffs' public claims and litigation.
50. The sum of ~~N~~5,000,000,000.00 (Five Billion Naira) claimed by the Plaintiffs is Grossly exaggerated, speculative, and unsupported by empirical evidence.
51. The claims of the Claimant are gold-digging, blatant, ungroundable, obnoxious, bogus and unfounded based on lies and manipulation of facts.
52. I urge the Court to dismiss the claims of the Plaintiffs in its entirety with punitive cost.
53. That I swear to this Affidavit in good faith believing its content to be true in accordance with the Oath Act, 2004.


DEPONENT

Sworn to at the High Court of Niger State Registry
This ^{21st} day of May 2026.

Before Me HIGH COURT OF JUSTICE
COMMISSIONER FOR OATH
NASIRU DADA
Commissioner of Oath - Nasiru Dada
NIGER STATE OF NIGERIA 21/05/2026

**IN THE HIGH COURT OF JUSTICE OF NIGER STATE
MINNA JUDICIAL DIVISION
HOLDEN AT MINNA**

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BETWEEN:

- 1. ABUBAKAR MOHAMMED MAIGIDA**
(For himself and on behalf of Guzan Community)
- 2. MUHAMMAD KUDU PLAINTIFFS**
(For himself and on behalf of Wuchi Community)

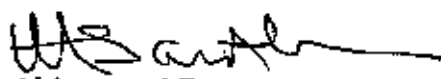
AND

MAINSTREAM ENERGY SOLUTIONS LIMITED DEFENDANT

LIST OF DOCUMENTS TO BE RELIED UPON

1. Data of the systemic and controlled release of water from the dam for the month of January and April 2025.
2. Flash drive of radio and television jingles in Nupe, Hausa and English languages for sensitization.
3. billboards, posters, leaflets
4. Receipt of payments to media organisations for sensitization adverts.
5. Niger State Government dated 6th March 2025 and the letter of response from the Defendant with its attachment.
6. letters to communities.

Dated this 18th day of May 2026.


✓ B. S. Akinwumi Esq.
G. B. Ogunmola Esq.
Oluwabunmi Omoniwa (Mrs)
Josh Abe Esq.
Babs Akinwumi & Co
(Counsel to the Defendant)

19 Uyo Crescent, off Emeka Anyaoku Street, Garki, Area 11,

Abuja, FCT.

08066076070

For Service on:

Plaintiffs

C/o their Solicitors

Dayo G. Ashonibare Esq.

Levite Solicitors & Arbitrators

Block 15D, Salis Court, Efire Ilogun Street,

(Around Jabi Airport Junction)

Gwarinpa II, Abuja.

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
MINNA JUDICIAL DIVISION
HOLDEN AT MINNA

SUIT NO: NSHC/09/2025

BETWEEN:

1. ABUBAKAR MOHAMMED MAIGIDA

(For himself and on behalf of Guzan Community)

2. MUHAMMAD KUDU PLAINTIFFS

(For himself and on behalf of Wuchi Community)

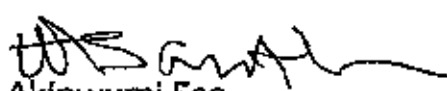
AND

MAINSTREAM ENERGY SOLUTIONS LIMITED DEFENDANT

LIST OF WITNESSES

1. Mr. Ayodeji Cornelius Akande
2. Mr. Gbenga Adebola
3. Mr. Shanono Bala'u Abdullahi
4. Mr. Mohammed Abdullahi (Consequently added)
5. Subpoenaed Witness(es)

Dated this 18th day of May 2026.


B. S. Akinwumi Esq.

G. B. Ogunmola Esq.

Oluwabunmi Omoniwa (Mrs)

Josh Abe Esq.

Babs Akinwumi & Co

(Counsel to the Defendant)

19 Uyo Crescent, off Emeka Anyaoku Street, Garki, Area 11,

Abuja, FCT.

08066076070

For Service on:

Plaintiffs

C/o their Solicitors

Dayo G. Ashonibare Esq.

Levite Solicitors & Arbitrators

Block 15D, Salis Court, Efire Ilogun Street,

(Around Jabi Airport Junction)

Gwarinpa II, Abuja.

JEBBA RESERVOIR DISCHARGE FOR JAN & FEB 2025

	TURB DISCH CUMECs	SPILLAGE CUMECs	TOT DISCH CUMECs
1-Jan	1033	453	1486
2-Jan	1069	453	1522
3-Jan	1329	453	1782
4-Jan	1109	453	1562
5-Jan	1148	453	1601
6-Jan	1392	453	1845
7-Jan	1216	159	1375
8-Jan	1091	453	1544
9-Jan	1250	453	1703
10-Jan	1369	453	1822
11-Jan	1154	453	1607
12-Jan	1038	453	1491
13-Jan	1102	453	1555
14-Jan	1086	453	1539
15-Jan	1113	453	1566
16-Jan	1111	451	1562
17-Jan	1111	451	1562
18-Jan	1094	225	1319
19-Jan	-	17	1355
20-Jan	-	111	1333
21-Jan	-	10	135
22-Jan	-	8	131
23-Jan	1144	358	1482
24-Jan	1234	650	1905
25-Jan	1237	650	1917
26-Jan	1116	742	1920
27-Jan	1076	356	1432
28-Jan	1153	565	1718
29-Jan	1227	377	1591
30-Jan	-	-	145
31-Jan	1321	0	1324
1-Feb	1343	0	1348
2-Feb	1100	0	1372
3-Feb	1340	3	1346
4-Feb	-	325	1373
5-Feb	1106	628	1734
6-Feb	1136	715	1901
7-Feb	1354	1309	2669
8-Feb	1354	57	2326
9-Feb	-	1	141
10-Feb	-	15	135
11-Feb	-	433	132
12-Feb	-	87	1443

1-Apr	1432	828	2260
2-Apr	1262	178	1440
3-Apr	1083	113	1196
4-Apr	1337	594	1931
5-Apr	1338	290	1628
6-Apr	1306	450	1756
7-Apr	1292	442	1734
8-Apr	1271	367	1638
9-Apr	1240	752	1992
10-Apr	1127	401	1528
11-Apr	1310	969	2279
12-Apr	1255	1332	2587
13-Apr	1327	1416	2743
14-Apr	1488	1150	2638
15-Apr	1272	953	2225
16-Apr	1102	450	1552
17-Apr	773	765	1538
18-Apr	968	639	1507
19-Apr	1000	468	1468
20-Apr	1150	548	1698
21-Apr	1314	390	1704
22-Apr	1162	131	1304
23-Apr	1111	301	
24-Apr	1361	0	
25-Apr	1023	122	1145
26-Apr	1056	558	1614
27-Apr	1159	0	1159
28-Apr	1031	369	1400
29-Apr	1050	113	1163

mainstream

FLOOD WARNING 2024



THE RIVER NIGER WATER
LEVEL IS ON THE **INCREASE!**

ODO OYA NKUN BO! EFU RA!



NUWAN NDADUMA
NYAN NIGER WAN
BEKUNDO EBOGAO!
YILA-ANKALI TU!



RUWAN KOGIN
KWARA
YANA KAKUWA,
SABODA HAKA.



SHEBA NA PANA
MAMMANA, A BIRE
YAI, BADI
LAKARIKE!

2023 FLOOD WARNING



THE RIVER NIGER WATER
LEVEL IS ON THE INCREASE!



Nuwan Ndamuma Nyan
Niger Wan Bekunda
Ebogao! Yila-anke...



Ruwan Kogi
Yana Karuwa,
Saboda Haka...



Sheba Na Pana
Mammama, A Bire
Yai, Badi Lakarika

📍 No. 6 Yedseram street off IBE
Way Maitama Abuja-Nigeria

Contact: +234 909 400 1000
info@mainstream.com.ng

🌐 www.mainstream.com.ng
🐦 [Twitter@officialmes1](https://twitter.com/officialmes1)

A KIYAYE!



PRESTIGE FM RADIO 91.7 MHZ Minna

A division of Wadata Communication Nigeria Limited

RC: 095 3765

18B Centre, Murtala Nyako Way,
Adj. Bossu Dr. Police Station
Bosso Low cost
Minna, Niger State
Tel: 0803 082 3169
0703 978 0260 // 0806 406 5291

E-mail: info@prestigefmradio.ng
Web: www.prestigefmradio.ng

28th July, 2025

The Executive Director Finance,
Mainstream Energy Solution,
Abuja

Sir,

PROPOSAL FOR AIRING OF RADIO JINGLE.

According to the prediction of Nigerian Metrological Agency (NiMet), about Twenty five (23) states in Nigeria will experience flood from the late month of July 2025 to late month of September 2025 and therefore urged states to heed to the early warning so as to mitigate the effect of the floods

In order to sensitize the general public especially the numerous settlers in the remotes areas of Niger, Kebbi, Kogi and Kwara States; we write to request your esteem organization to sponsor the airing of sensitization Jingles produced in 6 languages (Hausa, Yoruba, English, Nupe Gbagy and Koro) to be aired in Prestige FM Minna, Prime FM Lokoja, Albarka FM Ilorin, Landmark FM Kontagora and Bayaura FM in Yauri Kebbi State.

Prestige FM Radio 91.7 Mhz Minna is owned by Wadata Communication Nigeria Limited and the Radio Station has wide coverage in the entire Niger central (Zone 'B' Senatorial District that include Shiroro Local Government, Jebba and part of Mokwa Local Govenment up to Lafiagi in Kwara State.

We provide below the cost implication and our account details for your perusal.

ITEM	UNIT COST	TOTAL
Airing of radio Jingles (Prestige FM Minna) 3 slots per day for 7 days @ N12,000 per slot	N15,000.00 X 3 X 7	N315,000.00
Airing of radio Jingles (Prime FM Lokoja) 3 slots per day for 7 days @ N15,000 per slot	N12,000.00 X 3 X 7	N315,000.00



INVOICE

Suite D95, Murg Plaza,
Opposite UTC Area 10,
Garki, Abuja, Nigeria.

Phone: +234 803 959 0106
Email: debobiz42@gmail.com

FOR

Mainstream Energy
Solutions Limited
Maitama Abuja.

Invoice ID
FDHL 2025-001

Issue Date
30/7/2025

NO	DESCRIPTION	QTY	PRICE	TOTAL
01.	MESL Flood Campaign 2025 - A KIVALE FLYER	1500	130	₦195,000
02.	MESL Flood Campaign 2025 - A KIVALE A2 Banner	230	3,700	₦851,000
03.	MESL Flood Campaign 2025 - A KIVALE A2 Banner	230	3,700	₦851,000

Notes

Payment can occur via any of the following means:

1. Cash - in person

2. Cash deposit / transfer to bank account

OR Check payable to DIVINE PRINTS

3. Terms of Payment: 60% Advance And 40% On Delivery

Bank name: ACCESS BANK

Acc #0035550068 >> Acc name: DIVINE PRINTS

Sub Total: ₦1,221,000

Vat 7.5%

Grand Total: ₦1,312,575

TIN: 19496928



INVOICE

Invoice ID: FDH-2024-056 | Issue Date: 23/08/2024 | For: MAINSTREAM ENERGY SOLUTIONS LIMITED

TYPE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
PRINTING	FLOOD WARNING 2024 (A KIYAYE) Banners Printing	300	3,000	900,000
	FLOOD WARNING 2024 (A KIYAYE) Printing A2 Posters	500	360	180,000



Subtotal: ₦1,080,000

Vat 7.5% ₦81,000

TOTAL ₦1,161,000

Notes:

Payment can occur via any of the following means:

1. Cash - in person
2. Cash deposit - transfer to bank account OR Check payable to DIVINE PRINTS
3. Terms of Payment: 60% Advance and 40% on Delivery

Bank name: ACCESS BANK ** Account: 0235100097 ** Account Name: DIVINE PRINTS

TIN: 19496929

Shop: Des, Main Plaza, Opposite to 17C Area 10, Oshodi, Lagos.
Phone: +234 803 950 0100, Email: info@divineprint.com

We provide below the cost implication and our account details for your perusal

ITEM	UNIT COST	TOTAL
Airing of radio Jingles (Prestige FM Minna) 3 slots per day for 7 days @ N12,000 per slot	$N12,000.00 \times 3 \times 7$	N252,000.00
Airing of radio Jingles (Prime FM Lokoja) 3 slots per day for 7 days @ N12,000 per slot	$N12,000.00 \times 3 \times 7$	N252,000.00
Airing of radio jingles (Albarka FM Ilorin) 3 slots per day for 7 days @ N12,000 per slot	$N12,000.00 \times 3 \times 7$	N252,000.00
Airing of radio Jingles (Landmark FM Katsina) 3 slots per day for 7 days @ N12,000 per slot	$N12,000.00 \times 3 \times 7$	N252,000.00
SUB TOTAL		1,008,000.00
		N75,600.00
TOTAL		1,083,600.00

(One Million and Eighty Three Thousand Six Hundred Naira Only)

Account Name: Prestige FM Radio 91.7 Minna

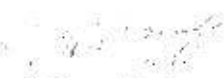
Account Nos 1579150246

Bank: Access Bank

TIN: 216570740001

We expect your approval for our proposal and subsequent future mutual beneficial relationship.

Please accept the assurances of our esteem consideration


Abdulwahid

MANAGING DIRECTOR



INVOICE

Divine Prints

Invoice ID | FDHL 2023-045

Issue Date | 31/07/2023

For

MAINSTREAM ENERGY SOLUTIONS LIMITED

TYPE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Printing	A KIYAYE Flyer	1500	120	180,000
Printing	A KIYAYE Poster	600	250	150,000
Printing	A KIYAYE A2 Banner	230	3,500	805,000

Subtotal ₦ 1,135,000

Vat 7.5% ₦ 85,125

TOTAL ₦ 1,220,125

Notes

Payment can occur via any of the following means

1. Cash in person, 2. Cash deposit/transfer to bank account: 0010013530068 DIVINE PRINTS

3. Terms of Payment: 60% Advance And 40% on Delivery

Bank name: ACCESS BANK *** Account: 0013530068 *** Account Name: Divine Prints Ltd

TIN: 19496928

Shop D96, Murg Plaza, Opposite UTC Area 10, Garki, Abuja, Nigeria.

Phone: +234 803 959 0106, Email: debobiz42@gmail.com



PRESTIGE FM
RADIO 91.7 MHZ Minna

RC: 099 8765

A division of Wadata Communication Nigeria Limited

IBB Centre, Murtala Nyako Way
Adj. Bosso Div. Police Station
Bosso Low cost
Minna, Niger State
Tel: 0803 082 3169
0703 978 0260 // 0806 406 5291

E-mail: info@prestigefmradio.ng
Web: www.prestigefmradio.ng

5th September 2022

The Executive Director Finance,
Mainstream Energy Solution,
Abuja.

Sir,

PROPOSAL FOR AIRING OF RADIO JINGLE.

In June 2022, the Nigerian Metrological Agency (NiMet) made prediction of probable floods in most of the states of Nigeria from the months of August to October 2022 and therefore urged the states to heed to the early warning so as to mitigate the effect of the floods.

In order to sensitize the general public especially the numerous settlers in the remotes areas of Niger, Kogi and Kwara States, we write to request your esteemed organization to sponsor the airing of sensitization Jingles produced in 4 languages (Hausa, English, Nupe and Koro) to be aired in Prestige FM Minna, Grace FM Lokoja, Albarka FM Ilorin and Landmark FM Kontagora.

Prestige FM Radio 91.7 Mhz Minna is owned by Wadata Communication Nigeria Limited and the Radio Station has wide coverage in the entire Niger central (Zone B) Senatorial District that include Shiroro Local Government, Jebba and part of Mokwa Local Government up to Lafiagi in Kwara State.

We provide below the cost implication and our account details for your perusal.

ITEM	UNIT COST	TOTAL
Airing of radio Jingles (Prestige FM Minna) 4 slots per day for 7 days @ N8000 per slot	N8 000.00 X 4 X 7	N224,000.00

Airing of radio Jingles (Grace FM Lokoja) 4 slots per day for 7 days @ N8000 per slot	N8,000.00 X 4 X 7	N224,000.00
Airing of radio Jingles (Albarka FM Ilorin) 4 slots per day for 7 days @ N8000 per slot	N8,000.00 X 4 X 7	N224,000.00
Airing of radio Jingles (Landmark FM Kontagora) 4 slots per day for 7 days @ N8000 per slot	N8,000.00 X 4 X 7	N224,000.00
SUB TOTAL		N896,000.00
VAT 7.5%		N67,200.00
TOTAL		N963,200.00

(Nine Hundred and Sixty Three Thousand Two Hundred Naira Only)

Account Name *Prestige FM Radio 91.7 Minna*

Account No: 1579150246

Bank: *First Bank*

TIN: 216570740001

We await your approval for our proposal and subsequent future mutual beneficial relationship.

Please accept the assurances of our esteem consideration.

Zubair Abdurra'uf Idris.

MANAGING DIRECTOR



NIGER STATE GOVERNMENT OF NIGERIA

Office of Secretary to the Government of Niger State

SSG/OFF/033

March 6, 2025

The Managing Director,
Mainstream Energy Solutions Limited,
Yedseram Street, Off IBB way,
Abuja.

INVITATION TO ATTEND ROUND TABLE STAKEHOLDERS MEETING

You would recall that sometimes in January this year, there were reported cases of wide spread flooding in downstream areas of Jebba Hydroelectric Dam as a result of release of excess water from the Dam. The flooding, which came without early warning had caused wide spread destruction of farmland and disruption of dry season farming activities of the farmers. As a result of this incident, over 1,200 farmers in four Local Government Areas of the State were affected with losses estimated at over **One Billion Naira (N1 Billion)** primarily on cultivated farmlands of rice, vegetables and in some cases domestic animals.

2. This incidence has negatively impacted on the desire of the present administration to achieving food sufficiency in the State, particularly in the area of encouraging farmers to go into farming to boost food production, increase job creation as well as facilitating increased economic activities around the State. To discuss this matter with a view to providing succor to the victims and finding lasting solutions to a recurrence, I wish to invite you to a stakeholders meeting scheduled to hold at the Niger State Government Lodge, Jose Martin Street, Asokoro Abuja on Friday, 14th March, 2025 by 2.30 pm.

3. As we await your response, accept the compliments of the Farmer Governor and good people of Niger State.

Alhaji Abubakar Usman Lawu,
Secretary to Niger State Government.

