

DAYO 5 COPY

IN THE HIGH COURT OF FCT
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA

Suit No: C/4828/25

BETWEEN

AYO ABOSEDE

- CLAIMANT

AND

1. H H MINIMAL CONCEPTS LTD

2. HADIZA HASSAN -

DEFENDANTS

WRIT OF SUMMONS

YOU ARE HEREBY COMMANDED THAT WITHIN TWENTY ONE (21) Days AFTER THE SERVICE OF THIS WRIT ON YOU INCLUSIVE OF THE DAY OF SUCH SERVICE, YOU DO CAUSE AN APPEARANCE TO BE ENTERED FOR YOU IN AN ACTION AT THE SUIT OF THE PLAINTIFF AND TAKE NOTICE THAT IN DEFAULT OF YOUR SO DOING THAT THE PLAINTIFF MAY PROCEED THEREIN AND JUDGMENT MAY BE GIVEN IN YOUR ABSENCE.

Take further notice that parties shall maintain status quo.

DATED THIS DAY OF 2025.

BY ORDER OF THE COURT

.....
JUDGE/AUTHORISED OFFICER

MEMORANDUM TO BE SUBSCRIBED ON THE WRIT

N.B: This Writ is to be served within Three Calendar Months from the Date Thereof, or if Renewed, within Three Calendar Months from the Date of Last Renewal including the day of such date and not afterwards.

The Defendant may enter appearance personally or by a legal practitioner, either by handing in the appropriate forms, duly completed, at the registry of the High Court of the Federal Capital Territory Abuja the Judicial division in which the action is brought or by sending them to the registry by registered post.

Endorsement to be made on the writ before issue thereof:

RP 9200
RP-03469613
Date 25/4/2025

THE CLAIMANT'S CLAIM AGAINST THE DEFENDANTS IS AS FOLLOWS:

- a. **A DECLARATION** that the Defendant's continued publication, advertisement, circulation and use of images, videos and virtual tours of the Claimant's property after termination of the interior design and renovation contract is unlawful.
- b. **A DECLARATION** that such continued publication amounts to breach of contract and invasion of the Claimant's privacy.
- c. **An Order** of perpetual injunction restraining the Defendants their privies, agents, and assigns from further publishing or using the Claimant's property images or virtual tours.
- d. **An Order** directing the Defendants to delete and remove all such publications from their website social media and online platforms.
- e. **An Order** expressly prohibiting the Defendants, whether by themselves, their privies, agents, or assigns, from at any time hereafter utilising, reproducing, repurposing, or otherwise deploying the Claimant's property images, videos, or virtual tours for any purpose whatsoever, whether commercial or non-commercial, and whether directly or indirectly.
- f. General damages in the sum of **N50, 000,000.00 (Fifty Million Naira)** only.
- g. Cost of this suit in the sum of **N5,000,000.00 (Five Million Naira)** only.

This writ was issued by **Stephen Mandeun Esq. & Chika Sandra Onyiorah, Esq.** of the Law Firm of **U. S. AUDU & Co.** whose address for service is **Suite C02, Peace Park Plaza B, Utako, FCT-Abuja**, solicitor to the Claimant who resides in Abuja, FCT.

Endorsement to be made on the copy of the writ after service: This writ was served by me at On the Defendant (here insert mode of service) by on the day of, 2025.

SIGNED ADDRESS

ENDORSED ON THE DAY OF, 2025.

(REGISTRAR)



**IN THE HIGH COURT OF FCT
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA**

Suit No:

BETWEEN

AYO ABOSEDE

-

CLAIMANT

AND

1. HH MINIMAL CONCEPTS LTD

2. HADIZA HASSAN

-

DEFENDANTS

STATEMENT OF CLAIM

1. The Claimant is a Social Impact Marketing and Communications Consultant who resides in Abuja within the jurisdiction of this Honorable Court.
2. The 1ST Defendant is an Interior Design and Construction Company also within the jurisdiction of this Honorable Court.
3. The 2ND Defendant is a Creative Director and the Chief Executive Officer of the 1ST Defendant.
4. The Claimant states that on **October 22, 2024**, the Claimant and the Defendants entered into an Interior Architecture, Design and Execution Services Agreement in the sum of **₦34,950,948.00 (Thirty-Four Million, Nine Hundred and Fifty Thousand, Nine Hundred and Forty Eight Naira)** only wherein the Defendants was to design and renovate the Claimant's property at No.6 Ibrahim Garba Street, Katampe Extension Abuja FCT. Copy of the said agreement is hereby pleaded, attached, and would be relied upon at the hearing of this suit.
5. The Claimant states that, subsequently, in the course of execution of the job, the Defendants failed to deliver services to an acceptable standard as stipulated in **Clause 2** of the contract.
6. The Defendants equally failed to address significant plumbing malfunctions and repeatedly requested for extension of time to complete the work until the Claimant was forced to terminate the contract on **February 17th, 2025**, and duly notified the Defendants in writing. Copy of the said notification is hereby pleaded, and would be relied upon at the hearing of the suit.

7. Following the termination of the contract, the Claimant engaged the services of multiple external parties to complete the work to an appropriate standard.
8. The Claimant states that on **April 23, 2025**, she discovered that the Defendants had published and shared a virtual tour of the Claimant's property on social media as an advert of one of its duly completed work and thereby misrepresenting to members of the public the quality of work and services the Defendants are known for.
9. The Claimant states that upon seeing the Defendant's adverts erroneously and fraudulently claiming the Claimant's property as one of its duly completed projects, the Claimant raised serious objections and sent an email dated **April 23, 2025** to the 2ND Defendant requesting that the advert be immediately pulled down (from both their website and reference on their social media channels, specifically Instagram), as her property was not one of the projects wholly and fully completed by the Defendants. Copy of the Claimant's email message referred to above is hereby pleaded, attached and would be relied upon at the hearing of this suit.
10. The Claimant states that in response to her request for adverts involving her house to be pulled down the 2ND Defendant wrote and sent a reply via email wherein she claimed that, based on advice from 1ST Defendant's Legal Unit, it was within its rights to use the images, as it has such rights pursuant to Clause 9 (a) of the erstwhile agreement between the Claimant and the Defendants. Copy of the Defendant's official response referred to above is hereby pleaded, attached and will be relied upon at the hearing of this suit.
11. The Defendants have continued to use, publish, advertise and circulate progress images and virtual tours of the Claimant's property on their website social media platforms such as Instagram and TikTok.
12. Following the brazen act of the Defendants referred in paragraph (11) above, the Claimant caused her solicitor, **U.S. Audu & Co** to write a formal letter to the defendant dated **April 30, 2025** warning the Defendants of the legal consequences of continuing with its brazen act of breach of Claimant's right to privacy and trespass. On May 4, 2025, it was noticed that the 1ST Defendant removed the webpage of the virtual tour video but did not take down the associated Instagram post. As a result, the Claimant was only partially satisfied with the changes and regarded the Defendants' actions as partial cooperation, which led her not to pursue the matter further at that time. A copy of the Claimant's letter referenced above is hereby pleaded, attached, and will be relied



upon at the hearing of this suit. The Defendants are hereby given notice to produce the original at the hearing.

13. Following yet another failure in the services rendered by 1st Defendant (the appearance of water damage to the roof), which was discovered on 9 September 2025 and remained within the warranty period, the Claimant visited the Defendants' website to contact them regarding this issue. The Claimant observed that the Defendants had completely disregarded her earlier letter, as the previously removed webpage advertising her property via a virtual tour video had been reinstated. This reinstatement, following their earlier temporary removal, reveals an intent to deceive by creating only the illusion of compliance while continuing the unlawful conduct. The Defendants treated the Claimant's concerns with disdain by failing to respond and have continued in their blatant breach of contract, privacy, and trespass.
14. The Claimant avers that the Defendants actions amount to breach of Contract, continuous misrepresentation, unauthorized commercial exploitation of Claimant's property and Invasion of privacy.
15. The Defendants continued actions expose the Claimant and the property to ridicule and emotional distress.
16. The Claimant states that unless this Honourable Court compels the Defendants to pull down the offending advert and desist from their acts, they will continue with their brazen breach of Claimant's right to privacy, to the Claimant's detriment, and psychological torture and trauma.

WHEREFORE, THE CLAIMANT'S CLAIM AGAINST THE DEFENDANTS AS FOLLOWS:

1. **A DECLARATION** that the Defendant's continued publication, advertisement, circulation and use of images, videos and virtual tours of the Claimant's property before and after termination of the interior design and renovation contract is unlawful.
2. **A DECLARATION** that such continued publication amounts to breach of contract and invasion of the Claimant's privacy.
3. **An Order** of perpetual injunction restraining the Defendants their privies, agents, and assigns from further publishing or using the Claimant's property images, videos, or virtual tours.
4. **An Order** directing the Defendants to delete and remove all such publications from their website social media and online platforms.

5. **An Order** expressly prohibiting the Defendants, whether by themselves, their privies, agents, or assigns, from at any time hereafter utilising, reproducing, repurposing, or otherwise deploying the Claimant's property images, videos, or virtual tours for any purpose whatsoever, whether commercial or non-commercial, and whether directly or indirectly.

6. General damages in the sum of **N50, 000,000.00 (Fifty Million Naira)** only.

7. Cost of this suit in the sum of **N5,000,000.00 (Five Million Naira)** only.

Dated this 25th Day of November, 2025.



Salute
Stephen Mandeun, Esq.
Chika Sandra Onyiorah, Esq.
Idris Muhammad, Esq.
PP: U. S. AUDU & Co.
Solicitors & Advocates
Suite C02, Peace Park
Plaza B, Utako, Abuja.
Tel: 08067341249, 08036181796

For Service On:
The Defendants
Plot 567, Gidado Street,
Wuye, Abuja

**IN THE HIGH COURT OF FCT
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA**

Suit No:

BETWEEN

AYO ABOSEDE

CLAIMANT

AND

1. HH MINIMAL CONCEPTS LTD

2. HADIZA HASSAN

- DEFENDANTS

CLAIMANT'S WITNESS STATEMENT ON OATH.

I, Ayo Abosede, Female, Adult, Christian and Nigerian Citizen of No.6 Ibrahim Garba Street, Katampe Extension Abuja FCT, hereby make oath and state as follows:

1. That I am the Claimant/Applicant in this suit.
2. That the 1ST Defendant is an Interior Design and Construction Company also within the jurisdiction of this Honorable Court.
1. That the 2ND Defendant is a Creative Director and the Chief Executive Officer of the 1ST Defendant.
2. That on **October 22, 2024**, I entered into an Interior Architecture, Design and Execution Services Agreement in the sum of **₦34,950,948.00 (Thirty-Four Million, Nine Hundred and Fifty Thousand, Nine Hundred and Forty Eight Naira)** only wherein the Defendants was to design and renovate my property at No.6 Ibrahim Garba Street, Katampe Extension Abuja FCT.
3. That in the course of execution of the job, the Defendants failed to deliver services to an acceptable standard as stipulated in **Clause 2** of the contract.
4. The Defendants equally failed to address significant plumbing malfunctions and repeatedly requested for extension of time to complete the work until I was forced to terminate the contract on **17th February, 2025**, and duly notified the Defendants in writing.
5. That following the termination of the contract, I engaged the services of multiple parties to complete the work to an appropriate standard.
6. That on **23rd April, 2025**, I discovered that the Defendants had published and shared a virtual tour of my property on social media as an advert of one of its

duly completed work and thereby misrepresenting to members of the public the quality of work and services the Defendants are known for.

7. Upon seeing the Defendant's adverts erroneously and fraudulently claiming my property as one of its duly completed projects, the I raised serious objections and sent an email dated **23rd April, 2025** to the 2ND Defendant requesting that the advert be Immediately pulled down (from both their website and reference on their social media channels, specifically Instagram), as my property was not one of the projects wholly and fully completed by the Defendants.
8. In response to my request for adverts involving my house to be pulled down, the 2ND Defendant wrote and sent a reply via email wherein she claimed that, based on advice from 1ST Defendant's Legal Unit, it was within its rights to use the images, as it has such rights pursuant to Clause 9 (a) of the erstwhile agreement between I and the Defendants.
9. The Defendants have continued to use, publish, advertise and circulate progress images and virtual tours of my property on their website social media platforms such as Instagram and TikTok.

That following the brazen act of the Defendants, I caused my solicitor, **U.S. Audu & Co** to write a formal letter to the defendant dated **30th April, 2025** warning the Defendants of the legal consequences of continuing with its brazen act of breach of my right to privacy and trespass. On **4th May, 2025**, it was noticed that the 1st Defendant removed the webpage of the virtual tour video but did not take down the associated Instagram post. As a result, I was only partially satisfied with the changes and regarded the Defendants' actions as partial cooperation, which led to my not pursuing the matter further at that time.

10. That following yet another failure in the services rendered by 1st Defendant (the appearance of water damage to the roof), which was discovered **on 9th September 2025** and remained within the warranty period, I visited the Defendants' website to contact them regarding this issue. I observed that the Defendants had completely disregarded my earlier letter, as the previously removed webpage advertising on my property via a virtual tour video had been reinstated. This reinstatement, following their earlier temporary removal, reveals an intent to deceive by creating only the illusion of compliance while continuing the unlawful conduct. The Defendants treated my concerns with disdain by failing to respond and have continued in their blatant breach of contract, privacy, and trespass

11. The Defendants actions amount to breach of Contract, continuous misrepresentation, unauthorized commercial exploitation of my property and Invasion of privacy.

12. The Defendants continued actions exposes me and my property to ridicule and emotional distress.

13. That unless this Honourable Court compels the Defendants to pull down the offending advert and desist from their acts, they will continue with their brazen breach of my right to privacy to my detriment, and psychological torture and trauma.

14. That I claim against the Defendants jointly and severally as follows:

- a. **A DECLARATION** that the Defendant's continued publication, advertisement, circulation and use of images, videos and virtual tours of the Claimant's property before and after termination of the interior design and renovation contract is unlawful.
- b. **A DECLARATION** that such continued publication amounts to breach of contract and invasion of the Claimant's privacy.
- c. **An Order** of perpetual injunction restraining the Defendants their privies, agents, and assigns from further publishing or using the Claimant's property images, videos, or virtual tours.
- d. **An Order** directing the Defendants to delete and remove all such publications from their website social media and online platforms.
- e. **An Order** expressly prohibiting the Defendants, whether by themselves, their privies, agents, or assigns, from at any time hereafter utilising, reproducing, repurposing, or otherwise deploying the Claimant's property images, videos, or virtual tours for any purpose whatsoever, whether commercial or non-commercial, and whether directly or indirectly.
- f. General damages in the sum of **N50, 000,000.00 (Fifty Million Naira)** only.
- g. Cost of this suit in the sum of **₦5,000,000.00 (Five Million Naira)** only

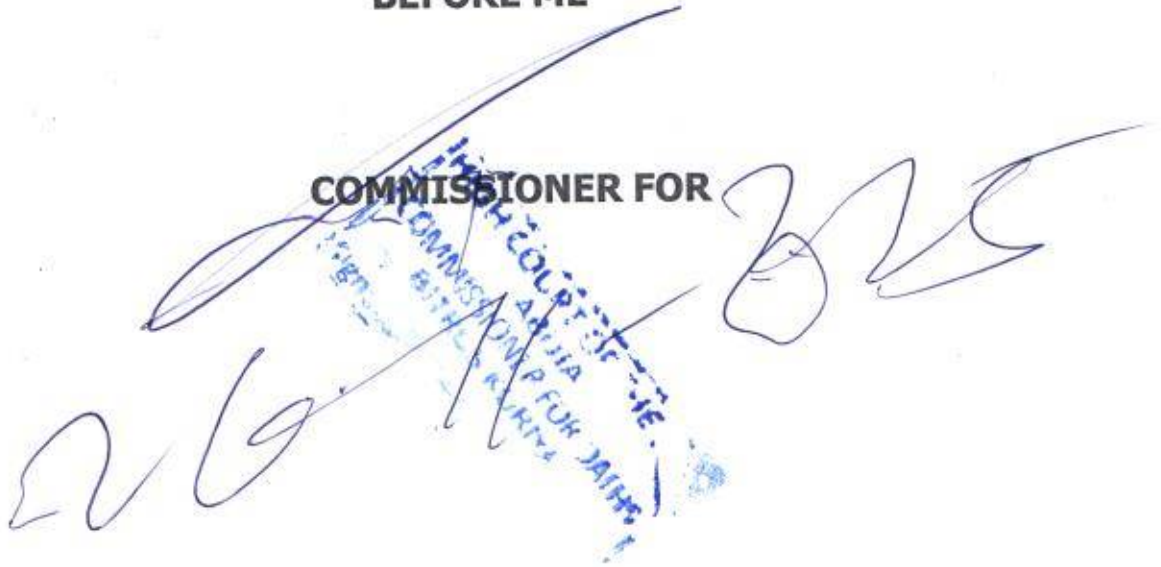

DEPONENT

Sworn to at the Registry of the
FCT High Court, Abuja

This 26 day of May 2025.

BEFORE ME

COMMISSIONER FOR


HIGH COURT OF THE FCT
COMMISSIONER FOR
JUDICIAL RECORDS
ABUJA

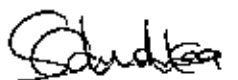
**IN THE HIGH COURT OF FCT
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA**

Suit No:

BETWEEN
AYO ABOSEDE - **CLAIMANT**
AND
1. H H MINIMAL CONCEPTS LTD
2. HADIZA HASSAN - **DEFENDANTS**

LIST OF WITNESSES

- 1. Ayo Abosedede**
- 2. Any other witness (es) that may be called or subpoenaed.**


Stephen Mandeun, Esq.
Chika Sandra Onyiorah, Esq.
Idris Muhammad, Esq.
PP: U.S. AUDU & Co.
Solicitors & Advocates
Suite C02, Peace Park Plaza B,
Utako, Abuja.
Tel: 08067341249, 08036181796

For Service On:
The Defendants
Plot 567, Gidado Street,
Wuye, Abuja.

**IN THE HIGH COURT OF FCT
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA**

Suit No:

BETWEEN

AYO ABOSEDE

- CLAIMANT

AND

1. H H MINIMAL CONCEPTS LTD

2. HADIZA HASSAN

- DEFENDANTS

DOCUMENTS TO BE RELIED UPON

1. Contract Agreement executed between Claimant and Defendants dated **October 22, 2024**.
2. Email message dated **17th February, 2025** by Claimant Terminating the Contract with Defendants.
3. Email message dated **23rd April, 2025** by the Claimant demanding that all publication in social media be immediately pulled down and the Defendants response to Claimant's email dated **30th April, 2025**.
4. Claimant's Solicitor's letter to the Defendants on the issue dated **30th April, 2025**.
5. Claimant's receipt for payment of legal fees dated **20th November, 2025**.



Stephen Mandeun, Esq.

Chika Sandra Onyiorah, Esq.

Idris Muhammad, Esq.

PP: U.S. AUDU & Co.

Solicitors & Advocates

**Suite C02, Peace Park Plaza B,
Utako, Abuja.**

Tel: 08067341249, 08036181796

For Service On:

The Defendants

Plot 567, Gidado Street,

Wuye, Abuja.

**IN THE HIGH COURT OF FCT
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA**

Suit No:

BETWEEN

AYO ABOSEDE

CLAIMANT

AND

1. HH MINIMAL CONCEPTS LTD

2. HADIZA HASSAN

- DEFENDANTS

**COMPLIANCE CERTIFICATE PURSUANT TO SECTION 84(4) EVIDENCE ACT
2011**

1. The Email letters/correspondences referred to in paragraph 6, 9 and 10 of the Witness Statement on Oath which was downloaded by me from my Computer (HP Pavilion 22xi computer and printed from a HP Officejet Pro x476dw MFP Printer) during a period over which the computer was used regularly to store or process information for the purpose of any activities regularly carried on over the period.
2. The email Letters/correspondences were produced by the computer during a period over which the computer was used regularly to store or process information for official purpose by the Claimant.
3. Over that period there was regularly supplied to the computer information of the kind contained in the documents.
4. The computer was operating properly and did not experience any malfunction during the period of its operation.
5. The information contained in the documents reproduces or is derived from information supplied to the computer in the ordinary course of those of activities.
6. All the forgoing is correct to the best of my knowledge and belief.



.....

Ayo Abosedede

IN THE HIGH COURT OF FCT
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA

Suit No:

BETWEEN
AYO ABOSEDE
AND

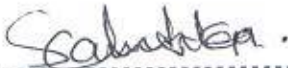
- CLAIMANT

1. H H MINIMAL CONCEPTS LTD
2. HADIZA HASSAN

- DEFENDANTS

PRE-ACTION COUNSELLING

I, **Onyiorah Sandra Chika** Esq. of U. S. AUDU & Co. Solicitor to the Claimant in this suit states that I have advised the Claimant concerning the merits of her case and should the suit turns out to be frivolous, I will be liable in accordance with the rules of this Honourable Court.



.....
Onyiorah Sandra Chika Esq.



.....
Claimant



MINIMAL

CONCEPTS

Please read through this document carefully and inform us on any questions prior to signing. If you find the conditions of the following agreement acceptable, sign in the relevant places and return by hand or mail. Receipt thereof will serve as confirmation of our appointment and we will begin your project accordingly.

keep in mind that interior architecture & design is a very time-consuming process and it is very difficult to accurately estimate the time to be spent on given projects.

Please feel free to contact us should you have any queries at any stage. It is always better to resolve any aspects of the design while it is still on paper.

We look forward to a happy relationship during this exciting project.

Kind regards

Hadiza Hassan
Creative Director/CEO

Email: Info@minimalconcepts.ng
Website: www.minimalconcepts.ng
Phone: +234 -802- 286 – 0887

Summary of Scope of Work

- Minimal Concepts is an Interior design venture aimed at targeting an audience looking for a clean aesthetic and minimal look for their space tailored to satisfy each clients needs, which includes:-
 - Selecting paint colors; floor finishes; ironmongery, plumbing, electrical, cctv, sound system and house automation.
 - Sourcing and purchasing furniture, light fittings, rugs, artwork, accessories and sanitary ware etc.

Our service includes:

- Design Stage:**
 - Meet on site with Client (Site Assessment)
 - Generate designs (on-site sketch)
 - Provide mood/sample boards, 3D designs, floor plans & or layouts depending on the design package the client chooses
 - 100% payment is required for this stage
- Sourcing Stage/Execution:**
 - The execution starts with the civil work which entails maintenance of any kind (starting new plumbing, electrical wiring, breaking or adjustment of walls, checking the integrity of the existing items at the site). Most breakages and the structural layout of the designs are implemented at this stage

Most times the civil work & fabrication are advised to be done at the same time to ensure that no time is wasted once civil work is completed. Pieces being fabricated are moved to site once site is ready

- Source the following:
 - Furniture
 - Fabrics
 - Ironmongery
 - Accessories, e.g. Artwork, mirrors, etc.
 - Finishes for – floor, wall, ceilings, etc.
- Supply Stage:**
 - Arrange for the supply of the above sourced materials to site;
 - These items (tiles, sanitary ware, electrical fittings) are sourced & supplied to the site the client can be involved in this process
- Development/Implementation Stage:**
 - Ensure items supplied are installed and received in good condition
 - Monitor and supervise the installation of the items
 - Ensure that the implementation of the design is in accordance with the approved drawings
 - Ensure that the appropriate methods are deployed in the installation process to avoid any accidents



MINIMAL

CONCEPTS

Completion/Finishing Stage:

- Final observation of finished installation
- Styling (arrangement/placement of décor pieces & scents)
- Satisfaction and quality check with {Client} or its nominated representative

SUPPLEMENTARY SERVICES:

- Landscape
- Electronic devices

These are services that are affiliated to the scope of our work and as such we can recommend some of the providers we work with. This is not included in our invoice.

INTERIOR ARCHITECTURE, DESIGN & EXECUTION SERVICE AGREEMENT

This Interior Architecture, Design & Execution Service Agreement made this 22nd of October 2024
BETWEEN

HH MINIMAL CONCEPTS a Limited Liability Company registered under Company and Allied Matters Act (CAMA) with registered address at Plot 567 Gidado Street, Wuye, Abuja (Designer) on one part

AND
AYO ABOSEDE with address No.6 Ibrahim Garba Street Katampe extension Abuja.

GENERAL CONDITIONS

1. CONSIDERATION

In consideration of the sum of **₦34,950,948.00** PAID to the Designer by the Client (Inclusive of service charge and VAT)

- a. In an initial payment of **80%** due at the point of signing this agreement
- b. A Final payment of **20%** due prior to completion.
- c. Mode of payment determines pace of work, bills are updated and sent according to scope and stage of the work.
- d. Any major change to the designs will lead to a change in delivery date & total cost of execution (variation).
- e. All payments should be made to the designated Company's account below:

Bank Name	Account Name	Account Number
JAIZ BANK	HH MINIMAL CONCEPTS	0010031838 (NAIRA)
		0010031890 (USD)

2. DESIGN/EXECUTION

- a. The proposed execution fees will comprise of no more than two(2) installment payments
- b. The execution shall be in accordance with the approved drawings and to the standard and satisfaction of the Client, any alterations incurred shall be informed to the company in writing & incur certain variations to the bill
- c. Any variation surplus incurred due to inflation or unstable market prices shall be stated to the client in writing and will not be the liability of the company

3. HANDOVER DATE

- a. This is mutually agreed upon with the client & the company. Please note any changes to the design, delays in decision making and payments will automatically change and extend the handover date.

4. CLIENT REQUIREMENTS



MINIMAL

CONCEPTS

- a. The Client shall clearly specify his/her requirements and provide relevant information, decisions and instructions to the Designer when requested within a reasonable amount of time or prior to commencement of execution or design to avoid an extension of handover date.
- b. In the case of a change to the Client's requirements (design or execution), which is likely to vary the contract value, time schedule or professional fees, the Designer shall promptly inform him/her thereof and confirm his/her agreement to any additional fees and supplementary services that may be required.

5. SITE INFORMATION

- a. The Client shall provide the Designer copies of the title deeds, diagrams, lease conditions and details of any other pertinent constraints related to the project and shall establish site boundaries, beacons, datum levels and such other features as may be relevant. He/she shall also give the Designer a survey drawing, and any certificates related thereto. (Valid lease or tenancy agreement)

6. INSTRUCTIONS TO CONTRACTORS

- a. Where the Designer is appointed as sole or principal agent, she/he shall have the sole authority to issue instructions to the contractors in terms of the building contract.

7. PREVENTION OF PERFORMANCE

- a. Should either the Client or Designer be prevented by a cause beyond their control from performing their obligations in terms of this agreement, it may be terminated without prejudice to the accrued rights of either party against each other.

8. COPYRIGHT, OWNERSHIP AND USE OF DOCUMENTS

- a. The project documents prepared by the Designer are copyright and remain our intellectual property which are to be rendered to the Client.
- b. The Client has the right of use of the documents for the sole purpose of this agreement.

9. PHOTOGRAPHY AND ADVERTISEMENT

a. The designer has the right to photograph the work. The designer or person(s) employed or engaged by the company, without compensation or consideration have right to take photographs at the project site of both completed work and work in progress, for purposes including, but not limited to, publication in newspapers, magazines, and other print media, use in broadcast media, publication via the Internet, and use in marketing materials used by the company. Such photographs and any accompanying descriptions shall not identify the Owner or the property address of the project. This applies to both rendered designs (3Ds, moodboards, layouts etc)

10. REIMBURSEMENT TO CLIENTS

- a. In case of any excess or unavailability of a product the Client is entitled to a full refund for such specific product as stated in the invoice excluding service charge



11. INSTRUCTION TO CONSULTANTS

- a. If the Designer is employed as the principal agent, instructions to other consultants and other agents shall be given through the Designer.

12. SUSPENSION / TERMINATION OF THE PROJECT

- a. The Client may at any time instruct the Designer to suspend / terminate work on the project; this instruction shall be in writing and delivered to the address stipulated herein. Immediately thereafter the Designer shall be entitled to be remunerated in full for services rendered and disbursements incurred to date of instruction. Fees for incomplete stages will be calculated pro rata.

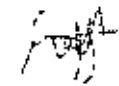
13. DISPUTE RESOLUTION AND JURISDICTION

If any dispute arises in connection with this agreement, the parties agree to enter into mediation, in Nigeria, in good faith to settle such a dispute and will do so in accordance with the best Mediation practice. Unless otherwise agreed between the parties within 14 working days of notice of the dispute, the mediator will be nominated by the Institute of Chartered Mediators & Conciliators. To initiate the mediation a party must give notice in writing (ADR notice) to the other party to the dispute, referring the dispute to mediation.

IN WITNESS OF WHICH the parties have executed this agreement in the manner below, the day and year first above written.

SIGNED SEALED AND DELIVERED

By



HADIZA HASSAN (operating under the name and style of) **MINIMAL CONCEPTS LTD**

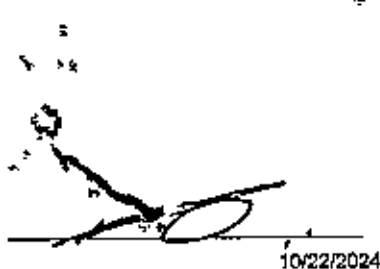
In presence of;

Name: _____

Occupation: _____

Date: _____

Signature: _____



MINIMAL

CONCEPTS

SIGNED by the within named AYO ABOSEDE (the client)

In presence of;
Name: _____
Occupation: _____
Date: _____
Signature: _____

Fw: Immediate Action Required – Contractual Breach and Refund Demand.

Forwarded message -----

From: **Ayo Abosede** <aabosede@gmail.com>

Date: Mon, 17 Feb 2025, 6:03 am

Subject: Immediate Action Required – Contractual Breach and Refund Demand

To: Hadiza Hassan <hadiza@minimalconcepts.ng>

Cc: Fatima <fatima@minimalconcepts.ng>, <abdul@minimalconcepts.ng>, <minimalconceptsng@gmail.com>

Dear Hadiza,

I am writing to formally express my strong dissatisfaction with the persistent plumbing failures caused by your team's deficient renovation work, as well as your continued failure to fulfil contractual obligations due to ongoing delays.

All outstanding renovation tasks were agreed to be completed by January 26, 2025. However, your team has failed to meet this commitment. My last interaction with your team was on February 8, yet despite multiple follow-ups, I have received no further updates. This includes addressing the broken pendant light, ill-fitting curtains, and the confirmed delivery of the remaining procured items (living room ceiling fan, door knobs, and office bamboo blinds), which was due on February 3. Additionally, the final handover, bill, and supplier contact list—which your Head of Admin, Fatima Sanl, assured would be provided on February 11—remains undelivered. This continued lack of communication and blatant disregard for agreed timelines is entirely unacceptable.

More urgently, as you are well aware, I have experienced consistent and worsening plumbing issues since the semi-completion of the renovation on December 20, 2024—issues that began the day after the handover and have persisted, with the latest occurrence on February 12, 2025. These defects did not exist prior to your team's work.

My last interaction with your team regarding plumbing failures (on February 7) was met with nothing more than a dismissive "Ok, noted". Additionally, I personally reached out to you on January 28 and again on February 3, providing documentation of the continued plumbing failures and requesting an urgent plumbing assessment, yet you have failed to respond to date. Such indifference is deeply unprofessional and demonstrates a complete disregard for my property, time, and financial investment.

Your repeated failure to meet contractual commitments and complete the agreed scope of work constitutes a material breach of contract. I have exercised considerable patience and provided ample opportunity for resolution, yet your continued negligence leaves me with no choice but to formally terminate this engagement and demand an immediate refund for the following:

Items to be Refunded

In addition to the previously agreed refund (₦1,071,900) for Items not executed (as per the attached reconciliation bill, with an additional N100,000 discrepancy acknowledged by your Head of Admin - screenshot of acknowledgement attached), the following refunds are required:

1. Plumbing Issues (Billed at N600,000): 50% refund (N300,000) to cover ongoing and future corrective costs, which I have already begun incurring.
2. Broken Pendant Light (Billed at N280,000): 50% refund (N140,000) for the damaged dining room pendant light caused by your supplier in lieu of the proposed replacement (see attached acknowledgement).
3. Primary Bathroom Tiles (Billed at N777,250): 25% refund (N194,312.50) in lieu of the previously agreed retiling, given the termination of this contract (reference email attached).
4. Living Room Curtains (Billed at N200,000): 25% refund (N50,000) for the outer curtain panel that is not wide enough to close, in lieu of the previously agreed replacement (see attached acknowledgement).
5. Guest Toilet WC Seat & Toilet Paper Holder (WC Billed at N180,000): 25% refund (N45,000) plus full refund (N20,000) for the toilet paper holder, both significantly scratched and damaged (see attached images).
6. Unfinished Kitchen Cabinetry (Billed at N3,000,000): 15% refund (N450,000) for the unextended drawer box (only one was completed on February 8) and the drawer broken by Solutions' electrician, as confirmed by Abdul from Solutions as to why it does not close properly.
7. Guest Bathroom Shower Control & Toilet Paper Holder (Shower Billed at N140,000): 50% refund (N70,000) plus a full refund (N20,000) for the toilet paper holder, as the installed shower system is of inferior quality compared to what I personally sourced (see attached images).

Total Refund Amount Expected

₦1,071,900 (previously agreed) + ₦1,289,312.50 (new refunds) = ~~₦2,361,212.50~~ to be paid to:

Bank: Standard Chartered Bank
Account Name: Abodunde Abosede
Account Number: 0002835156

Handover Documents to be Provided Immediately:

1. Final Reconciliation Bill – Updated to reflect all the above refunds.
2. Supplier and Artisan Contact List – Initially requested on December 2, 2024, and repeatedly discussed with your Head of Admin (acknowledgements attached).
3. All applicable service warranty documents, specifically for the roofing work and polystyrene PoP, both of which have been previously discussed.

Re: Request for Removal of Virtual Tour Content

Messages

Le: <dogai@minimalkoncepts.ng>
To: Aabosede <aabosede@gmail.com>

Wed, Apr 30, 2025 at 12:11 PM

Dear Ayo Abosede,

We are writing in response to your email dated Wednesday 23rd of April 2025 concerning the virtual tour of your property. We have reviewed your comments and wish to reiterate our position based on our signed Interior Architecture, Design & Execution Agreement (the agreement) dated 22nd October 2024 and the duly executed Handover Document.

While we acknowledge your perspective regarding the termination of our contract, we must emphasise that your assertion regarding the cessation of our rights to use project-related content post-termination is incorrect. Clause 9 (Photography and Advertisement) of the agreement explicitly addresses this matter, granting us the right to utilise project materials for promotional purposes beyond the contract's duration.

For your reference, Clause 9 (Photography and Advertisement) clearly states:

"The designer has the right to photograph the work. The designer or persons employed or engaged by the company, without compensation or consideration have right to take photographs at the project site of both completed work and work in progress, for purposes including, but not limited to, publication in newspapers, magazines, and other print media, use in broadcast media, publication via the Internet, and use in marketing materials used by the company. Such photographs and any accompanying descriptions shall not identify the Owner or the property address of the project. This applies to both rendered designs (3Ds, moodboards, layouts etc)".

Furthermore, we draw your attention to the Handover Document, which was duly executed on 21st February, 2025. This document formalises the mutual agreement to terminate the contract and outlines the terms of handover. Notably, it includes the following:

"Kindly note that at the point of acceptance of this document, we will no longer be responsible for any more corrections, exchanges and repairs."

This clearly indicates a mutual understanding and agreement regarding the finality of our direct responsibilities for the project, with the specific exceptions of the polystyrene installation and roofing maintenance warranty as detailed in the "Additional Notes" section of that same document.

The existence and signing of this Handover Document further solidify the conclusion of our primary contractual obligations, with the exception of the explicitly stated warranty. It does not, however, supersede or negate the separate rights granted to us under Clause 9 of the original agreement regarding the use of project materials for promotional purposes. These are distinct aspects of our contractual relationship.

Therefore, our decision to publish the virtual tour remains in full accordance with the terms of our initial agreement, specifically Clause 9. The Handover Document confirms the termination

<https://mail.google.com/mail/u/0/?ik=12073d32e5&view=pt&search=all&permited=free&h1830825774188255551&siml=msg-183082577418121408>

1/2

11/17/25, 11:24 AM

Gmail - Re: Request for Removal of Virtual Tour Content

of our primary service obligations but does not revoke the pre-agreed terms concerning the use of project materials for promotional purposes.

We trust this clarifies the situation and addresses any potential misunderstanding.

Sincerely,



Ayo Abosede <aabosede@gmail.com>

quest for Immediate Removal of Virtual Tour Content

essages

A. Abosede <aabosede@gmail.com>

Wed, Apr 23, 2025 at 7:4

Hadiza Hassan <hadiza@minimalconcepts.ng>, Abdul <abdul@minimalconcepts.ng>, Fatima
 Ima <fatima@minimalconcepts.ng>, olga@minimalconcepts.ng, abideml@minimalconcepts.ng
 minimalconceptsng@gmail.com

ear Minimal Concept,

has come to my attention that you published and shared a virtual tour of my property after our contract termination de
 February 21, 2025.

y initial consent to capture and potentially use this content was granted strictly within the context of our deliverable-
 ised contract, with the understanding that I would review and approve the final version before any public sharing. On
 a contract was terminated due to material breach, specifically your failure to deliver services to an acceptable standa
 cluding addressing significant plumbing malfunctions, any rights to use this content (and any content post termination
 scanva void. Furthermore, the photography and advertising clause in our agreement does not grant any post-terminat
 sage rights. My consent was neither unlimited nor unconditional.

hile I have always been supportive of you showcasing your work, your decision to publish this content without my
 knowledge or consent, particularly given the nature of how our engagement ended, demonstrates a disregard for basic
 ofessional courtesy. Your action lacks both legal and ethical justification. At the very least, you should have sought
 information beforehand. For clarity, I have no issue with any content shared prior to the termination of our contract.
 owever, you are not authorised to publish or reuse any imagery or materials related to my property in future
 mmunications or promotional materials without my explicit written consent.

herefore request that you remove the virtual tour content immediately from all platforms, including your website and
 icial media channels. Kindly confirm once this has been done.

ncerely,
 yo Abosede

ma <fatima@minimalconcepts.ng>
 Abosede <aabosede@gmail.com>

Wed, Apr 23, 2025 at 6:

ear Ayo Abosede,

rank you for your email. We acknowledge receipt and will review the matter carefully. We will revert to you with a
 mprensive response as soon as possible.

est,
 alima Sani
 ead of Admin

-- On Wed, 23 Apr 2025 07:42:00 +0100 Ayo Abosede <aaboseds@gmail.com> wrote ---
 eaked text hidden)



U.S. AUDU & CO.

(Legal Practitioners & Property Consultants)

April 30, 2025

The Managing Director
III Minimal Concepts Ltd
Plot 567 Gidado Street,
Wuse, Abuja

Attention: Hadiza Hassan

RE: REQUEST FOR IMMEDIATE REMOVAL OF VIRTUAL TOUR CONTENT

We are Solicitors to AYU ABUSEDE your erstwhile client hereinafter referred to as "Our Client" on whose clear and unequivocal instructions we write this letter.

You may wish to reference our client's email to your firm dated April 23, 2025 and your response of same date as well as today being April 30, 2025 on the referenced subject matter.

Without mincing words, we wish to draw your attention to the Design/Execution Clause 2 (b) of the referenced Interior Architecture, Design & Execution Service Agreement dated October 22, 2024, wherein it states inter alia, the execution shall be in accordance with the approved drawings and to the standard and satisfaction of the client...

You may wish to further note that the referenced contract between you and our Client was terminated by our Client in line with Clause 2 (b) because your services failed to meet the required standard and satisfaction of our Client.

The reference and reliance on Clause 3 (a) by your legal unit as grounds on which your firm has refused/declined to take down the images of our Client's property is rather unfortunate considering the circumstances under which your contract was terminated. Your firm cannot continue to unlawfully use these images and photographs for promotional purposes without our Client's consent.

Our Client has had to incur extra cost to engage other firms to execute and complete the services your firm was originally engaged to execute. The termination of the referenced contract has nullified and rendered voidable all previous consent granted by our Client.

Suite C02, Peace
Park Plaza
Utako, Abuja

Tel:
+234 803 618 1796
+234 803 400 3834

For the avoidance of any doubt, it is our Client's express instruction that we demand that you remove the virtual tour content of her property from all platforms, including your website and social media channels within 24 Hrs. from receipt of this letter.

Please note that if the foregoing is not adhered to within the above time frame, we shall be constrained to resort to legal action in a competent court.

Most obliged,

Yours faithfully

U. S. Arora & Co.

U. S. Arora & Co.
Jaydharan Sarda, B.A., Esq.
(Senior Partner)



Encl. Two hundred

U.S. AUDU & CO.

(Legal Practitioners)

Suite C02, Peace Park, Plaza B Utako Abuja

Tel: 08036181796



CASH RECEIPT

No.: 0423

Date: 20/11/25

Received from Ayo Aboosedo

The sum of Five million Naira only

Being payment for Legal Services

Cash ☐

Cheque ☐

N5,000,000/-

Authorised Signature

U.S. AUDU & CO.

(Legal Practitioners)

Suite C02, Peace Park, Plaza B Utako Abuja

Tel: 08036181796



CASH RECEIPT

No.: 0423

Date: 20/11/25

Received from Ayo Abosede

The sum of Five million Naira only

Being payment for Legal Services

Cash ☐ Cheque ☐

N5,000,000/-

Authorised Signature

**IN THE HIGH COURT OF FCT
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA**

Motion No:

**BETWEEN
AYO ABOSEDE
AND
3. HH MINIMAL CONCEPTS LTD
4. HADIZA HASSAN**

CLAIMANT/APPLICANT

DEFENDANTS /RESPONDENTS

AFFIDAVIT OF URGENCY

I, Ayo Abosede, Female, Adult, Christian and Nigerian Citizen of No.6 Ibrahim Garba Street, Katampe Extension Abuja FCT, hereby make oath and state as follows:

1. I am the Claimant/Applicant in this suit.
2. I engaged the 1ST Defendant under a contract dated **October 22, 2024**, to carry out interior design and renovation on my property.
3. The 2ND Defendant is the creative director and chief executive officer of the 1ST Defendant.
4. I terminated the contract with the 1ST Defendant on **February 17, 2025** due to its failure to deliver services to acceptable standard as stipulated in **Clause 2** of the contract agreement.
5. I attempted to resolve this amicably by reaching out to them via email April 23, 2025.
6. The Defendants ignored my request, complying only temporarily and deceitfully, and have continued to unlawfully publish the property imagery despite the termination of their contract and despite being formally notified repeatedly to cease such publication.
7. The continued publication constitutes breach of contract, misrepresentation to members of the public and invasion of my privacy.
8. Damages alone will not be adequate compensation.
9. The balance of convenience favours the Claimant.
10. The 2ND Defendant's continuing action, if not urgently restrained, will subject me to severe distress as she boasts about her unlawful act.
11. The subject matter of this application is of such a nature that any delay in hearing it will defeat the purpose of the substantive suit and may render any judgment nugatory.


JPS-03469613
Date- 25/11/2025

12. This Affidavit is made in good faith and in the interest of justice, to enable this Honourable Court hear the Applicant's Motion for Interlocutory Injunction expeditiously.
13. That I depose to this oath in good faith and in accordance with the Oath Act in force


.....
Deponent

SWORN TO at the Registry of the Federal Capital Territory High Court.

This 26 day of NOV 2025

BEFORE ME


HIGH COURT OF THE
FEDERAL CAPITAL TERRITORY
COMMISSIONER FOR OATH
AND AFFIDAVITS



**IN THE HIGH COURT OF FCT
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA**

Motion No:
M/15714/25

BETWEEN

AYO ABOSEDE

AND

1. H H MINIMAL CONCEPTS LTD

2. HADIZA HASSAN

- CLAIMANT/APPLICANT

- DEFENDANTS/RESPONDENT

MOTION ON NOTICE

BROUGHT PURSUANT TO ORDER 30 RULE 1 OF THE FEDERAL CAPITAL TERRITORY HIGH COURT (CIVIL PROCEDURE RULES, 2025 AND UNDER THE INHERENT JURISDICTION OF THIS HONOURABLE COURT.

Take Notice that this Honourable Court shall be moved onDay of.....2025 at the hour of 9 0; clock in the forenoon or so soon thereafter as the Claimant/Applicant may be heard praying the Court for the following:

- 1. An Order of interlocutory injunction restraining the Defendants/Respondents,** their agents, servants or privies from publishing, advertising, circulating or in any manner using the Claimant's property images, videos or virtual tours pending the determination of the substantive suit.
- 2. And for such further order(s) as the Court may deem fit.**

Dated this *25th* Day of *November*, 2025.



Signature
Stephen Mandeun, Esq.

Chika Sandra Onyiorah, Esq. ✓

Idris Muhammad, Esq.

PP: U.S. AUDU & Co.

Solicitors & Advocates

**Suite C02, Peace Park Plaza B,
Utako, Abuja.**

Tel: 08067341249, 0803618179

For Service On:

The Defendants

Plot 567, Gidado Street,

Wuye, Abuja

Street, Wuye, Abuja.

Handwritten notes:
4200
4N-03469613
Date 25/11/2025

**IN THE HIGH COURT OF FCT
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA**

Motion No:

BETWEEN

AYO ABOSEDE

AND

1. HH MINIMAL CONCEPTS LTD

2. HADIZA HASSAN

CLAIMANT/APPLICANT

DEFENDANTS /RESPONDENTS

AFFIDAVIT IN SUPPORT OF MOTION.

I, Ayo Abosedede, Female, Adult, Christian and Nigerian Citizen of No.6 Ibrahim Garba Street, Katampe Extension Abuja FCT, hereby make oath and state as follows:

1. That I am the Claimant/Applicant in this suit.
2. That I engaged the 1ST Defendant under a contract dated **October 22, 2024**, to carry out interior design and renovation on my property.
3. That the 2ND Defendant is the creative Director and Chief executive officer of the 1ST Defendant.
4. That I terminated the contract with the 1ST Defendant on **February 17th, 2025** due to its failure to deliver services to acceptable standard as stipulated in **Clause 2** of the contract agreement.
5. That I attempted to resolve this amicably by reaching out to Defendants via email April 23, 2025.
6. That the Defendants ignored my request, complying only temporarily and deceitfully, and have continued to unlawfully publish the property imagery despite the termination of their contract and despite being formally notified repeatedly to cease such publication.
7. That the continued publication constitutes breach of contract, misrepresentation to members of the public and invasion of my privacy.
8. That Damages alone will not be adequate compensation.
9. That the balance of convenience favors the Claimant.
10. That the 2ND Defendant's continuing action, if not urgently restrained, will subject me to severe distress as she boasts about her unlawful act.
11. That the subject matter of this application is of such a nature that any delay in hearing it will defeat the purpose of the substantive suit and may render any judgment nugatory.

12. That this Affidavit is made in good faith and in the interest of justice, to enable this Honourable Court hear the Applicant's Motion for Interlocutory Injunction expeditiously.
13. That I depose to this oath in good faith and in accordance with the Oath Act in force



DEPONENT

Sworn to at the Registry of the

FCT High Court, Abuja

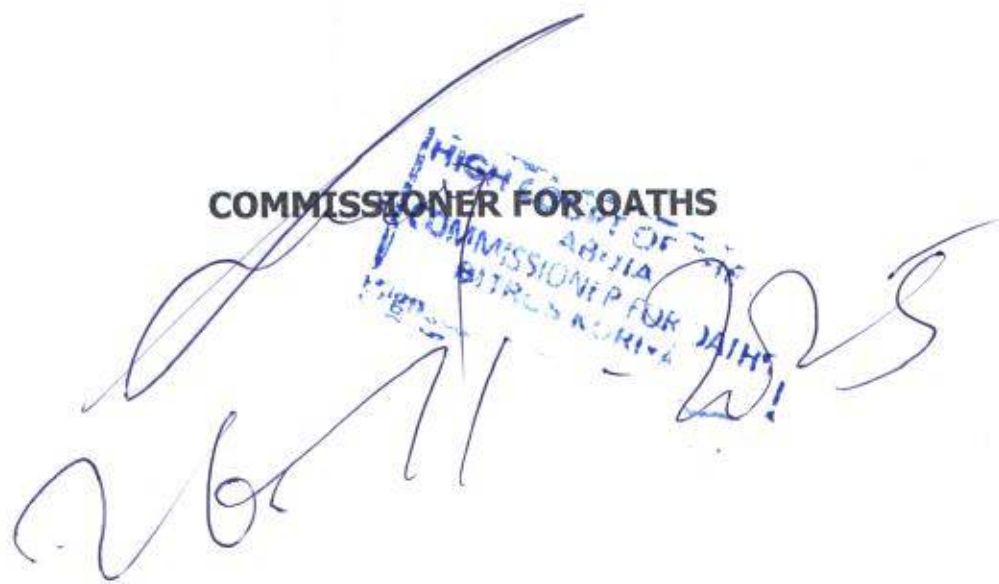
This day of 2025.

26 March

BEFORE ME

COMMISSIONER FOR OATHS

HIGH COURT OF THE
FEDERAL REPUBLIC OF NIGERIA
ABUJA
COMMISSIONER FOR OATHS
BIRTH & MARRIAGE

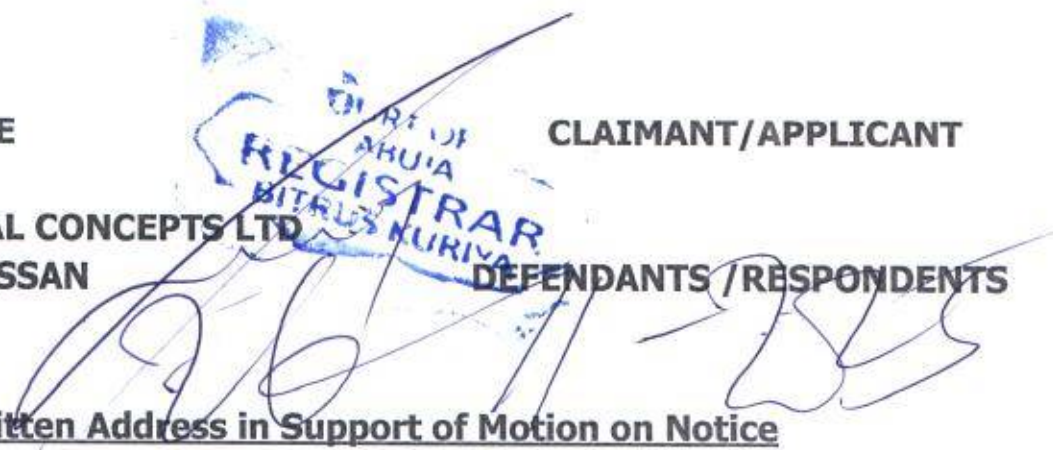


**IN THE HIGH COURT OF FCT
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA**

Motion No:

BETWEEN
AYO ABOSEDE
AND
3. HH MINIMAL CONCEPTS LTD
4. HADIZA HASSAN

CLAIMANT/APPLICANT
DEFENDANTS / RESPONDENTS



Written Address in Support of Motion on Notice

1.0 Introduction

3. 1.01 By this application, the applicant seeks an order of interlocutory injunction restraining the Defendants/Respondents, their agents, servants or privies from publishing, advertising, circulating or in any manner using the Claimant's property images, videos or virtual tours pending the determination of the substantive suit.

1.02 The application is supported by a 13 paragraph affidavit deposed to by **AYO ABOSEDE** the Claimant in this suit. We rely on all the paragraphs of the affidavit particularly paragraphs 3 – 11.

2.0 Brief Facts of the Case

2.01 The facts are as contained in the affidavit in support at the motion.

3.0 Issue(s) for Determination

3.01 We respectfully submit as follows;

"Whether facts exists to warrant the granting of an interlocutory injunction".

4.0 Legal Argument

4.0 1 My lord, it is trite that the purpose for an interlocutory injunction is to keep the parties in an action in status quo, in which they were before the judgment or act complained of. See **Adeleke v Lawal (2014) 3 NWLR (Pt. 1393) p. 1 (SC)**.

4.02 In Order 32 Rule 8 provides that "In any action or matter in which an injunction has been or might have been claimed, the Claimant may before or after judgment, apply for an injunction to restrain the Defendant or Respondent from repetition or continuance of the wrongful act or breach of contract complained of or from the commission of any injury relating to the same property or right arising out of the same contract and the court may grant the injunction upon or without terms as may be just." (Underlining ours, for emphasis)

4.03 The principles or factors to be considered in an application for interlocutory Injunction include the following;

a) That there are serious issue to be tried;

b) That the balance of convenience is in the applicant's favour;

c) That damages cannot be adequate compensation for the applicant's injury.

d) That the applicant's conduct is not reprehensible, for example, She is not guilty or an undue delay.

e) That the Applicant must give an undertaking as to damages.

4.04 The principal condition for the grant of an order of interlocutory injunction is that an Applicant must show that there's a real or serious issue to be tried at the hearing. We refer to the decision of the Supreme Court in **Onyesoh v Nze Christopher & Ors. (1992) 3 NWLR (Pt. 229) 315 at 345-346, paras G-B, per Nnaemeka Agu JSC** held thus "it is not the law that the applicant must show a prospect of obtaining a permanent injunction at the end of the trial, it is sufficient for the applicant to show that there is a serious question between the parties to be tried at the hearing" (underlined emphasis ours)

4.05 In determining whether there is a real issue to be tried in application of this nature, the Court's real objective is the maintenance of the STATUS Quo pending the determination of the substantive suit. Therefore, it is not about the success or strength of the case but the existence of a dispute requiring resolution. We refer to the decision of the Supreme Court in **Globe Fishing Industries Ltd v Coker (1990) 7 NWLR (Pt. 162) 265 at 285, per Karibi-Whyte, JSC** "interim and interlocutory injunctions are useful equitable remedies which courts resort to on the application of a party to a litigation in keeping matters in STATU QUO between litigation parties. It is a remedy granted pending the determination of the substantive action. Hence, the court in granting an interim or interlocutory injunction does not and should not go into the merits of the substantive action. The applicant seeking the grant of the injunction is only required to satisfy the court that it is necessary in the interest of justice and the balance of

convenience to maintain the status quo between parties. (Underlined emphasis ours)

- 4.06 Damages will not be sufficient to compensate the Applicant and resulting injury would be irreparable. The Applicant is also not guilty of delay. We refer to paragraphs 5, 6 and 7 of the supporting affidavit.
- 4.08 The requirement that an injunction would be granted where damages would be insufficient to compensate for the Applicant's loss goes pari-passu with the obligation of the Applicant to demonstrate that damage from the injury sought to be restrained would be irreparable. See **F.H.A. v Emelie (2013) 3 NWLR (Pt. 1342) 478 at 498-499**, where Okoro JCA (as he then was) held as follows; *once an Applicant succeeds in showing that irreparable injury or damage will be done or he could not be adequately compensated in damages in the event of his succeeding, the question of ability of the Respondent to pay damages becomes irrelevant and the question of balance of convenience between the parties will not even arise*".
- 4.09 On the principle (citation) the question of balance of convenience, as noted by the Court in **F.H.A. v Emelie .H.A. v Emelie (2013) 3 NWLR (Pt. 1342) 478 at 498-499** the question of balance of convenience would only properly arise where damages would be adequate to compensate for the wrong sought to be restrained or where the failure to grant the application would not occasion irreparable damage to the Applicant. In our case, we are convinced that the refusal of this application would inevitably cause the Applicant to suffer irreparable damage which money cannot adequately compensate. Nonetheless, *ex abundant cautella* we shall address this sub-issue on its merit.
- 4.10 The consideration of this issue is predicated upon the basic duty of the court to act fairly towards the parties and do justice in the action. The premise being this – if from the facts in support of the application, the applicant will suffer more by the refusal of the application, the application will be granted, otherwise, it will not be granted.
- 4.16 In **Agbogu v Okoye (2008) LPELR** the court of Appeal held per Nzeako JCA as follows; *"the issue of balance of convenience which must be considered by the court before granting or refusing an application for Interim or Interlocutory Injunction connotes that the trial court must consider who, out of the opposing parties, will suffer more inconvenience if the application is granted or if on the other hand it is not granted. The trial court will deduce the answer from the facts before it. It is a question of justice"*

5.0 Conclusion

5.01 Your lordship is respectfully urged to grant this application and such other interlocutory measure of protection as may appear just and convenient.

DATED THIS 25th DAY OF November, 2025


Stephen Mandeun, Esq.
Chika Sandra Onyiorah, Esq. ✓
Idris Muhammad, Esq.
PP: U.S. AUDU & Co.
Solicitors & Advocates
Suite C02, Peace Park Plaza B,
Utako, Abuja.
Tel: 08067341249, 0803618179

For Service On:
The Defendants
Plot 567, Gidado Street,
Wuye, Abuja
Street, Wuye, Abuja.

MINIMAL

CONCEPTS

Please read through this document carefully and inform us on any questions prior to signing. If you find the conditions of the following agreement acceptable, sign in the relevant places and return by hand or mail. Receipt thereof will serve as confirmation of our appointment and we will begin your project accordingly.

Keep in mind that interior architecture & design is a very time-consuming process and it is very difficult to accurately estimate the time to be spent on given projects.

Please feel free to contact us should you have any queries at any stage. It is always better to resolve any aspects of the design while it is still on paper.

We look forward to a happy relationship during this exciting project.

Kind regards

Hadiza Hassan
Creative Director/CEO

Email: info@minimalconcepts.ng
Website: www.minimalconcepts.ng
Phone: +234 -802- 286 – 0887



MINIMAL

CONCEPTS

Completion/Finishing Stage:

- Final observation of finished installation
- Styling (arrangement/placement of décor pieces & scents)
- Satisfaction and quality check with [Client] or its nominated representative

SUPPLEMENTARY SERVICES:

- Landscape
- Electronic devices

These are services that are affiliated to the scope of our work and as such we can recommend some of the providers we work with. This is not included in our invoice.

INTERIOR ARCHITECTURE, DESIGN & EXECUTION SERVICE AGREEMENT

This Interior Architecture, Design & Execution Service Agreement made this 22nd of October 2024
BETWEEN

HH MINIMAL CONCEPTS a Limited Liability Company registered under Company and Allied Matters Act (CAMA) with registered address at Plot 567 Gidado Street, Wuye, Abuja (Designer) on one part

AND

AYO ABOSEDE with address No.6 Ibrahim Garba Street Katampe extension Abuja.

GENERAL CONDITIONS

1. CONSIDERATION

In consideration of the sum of **₦34,950,948.00 PAID** to the Designer by the Client (inclusive of service charge and VAT)

- a. In an initial payment of **80%** due at the point of signing this agreement
- b. A Final payment of **20%** due prior to completion.
- c. Mode of payment determines pace of work, bills are updated and sent according to scope and stage of the work.
- d. Any major change to the designs will lead to a change in delivery date & total cost of execution (variation).
- e. All payments should be made to the designated Company's account below:

Bank Name	Account Name	Account Number
JAIZ BANK	HH MINIMAL CONCEPTS	0010031838 (NAIRA)
		0010031890 (USD)

2. DESIGN/EXECUTION

- a. The proposed execution fees will comprise of no more than two(2) installment payments
- b. The execution shall be in accordance with the approved drawings and to the standard and satisfaction of the Client, any alterations incurred shall be informed to the company in writing & incur certain variations to the bill
- c. Any variation surplus incurred due to inflation or unstable market prices shall be stated to the client in writing and will not be the liability of the company

3. HANDOVER DATE

- a. This is mutually agreed upon with the client & the company. Please note any changes to the design, delays in decision making and payments will automatically change and extend the handover date.

4. CLIENT REQUIREMENTS

MINIMAL

CONCEPTS

- a. The Client shall clearly specify his/her requirements and provide relevant information, decisions and instructions to the Designer when requested within a reasonable amount of time or prior to commencement of execution or design to avoid an extension of handover date.
- b. In the case of a change to the Client's requirements (design or execution), which is likely to vary the contract value, time schedule or professional fees, the Designer shall promptly inform him/her thereof and confirm his/her agreement to any additional fees and supplementary services that may be required.

5. SITE INFORMATION

- a. The Client shall provide the Designer copies of the title deeds, diagrams, lease conditions and details of any other pertinent constraints related to the project and shall establish site boundaries, beacons, datum levels and such other features as may be relevant. He/she shall also give the Designer a survey drawing, and any certificates related thereto. (Valid lease or tenancy agreement)

6. INSTRUCTIONS TO CONTRACTORS

- a. Where the Designer is appointed as sole or principal agent, she/he shall have the sole authority to issue instructions to the contractors in terms of the building contract.

7. PREVENTION OF PERFORMANCE

- a. Should either the Client or Designer be prevented by a cause beyond their control from performing their obligations in terms of this agreement, it may be terminated without prejudice to the accrued rights of either party against each other.

8. COPYRIGHT, OWNERSHIP AND USE OF DOCUMENTS

- a. The project documents prepared by the Designer are copyright and remain our intellectual property which are to be rendered to the Client.
- b. The Client has the right of use of the documents for the sole purpose of this agreement.

9. PHOTOGRAPHY AND ADVERTISEMENT

a. The designer has the right to photograph the work. The designer or person(s) employed or engaged by the company, without compensation or consideration have right to take photographs at the project site of both completed work and work in progress, for purposes including, but not limited to, publication in newspapers, magazines, and other print media, use in broadcast media, publication via the Internet, and use in marketing materials used by the company. Such photographs and any accompanying descriptions shall not identify the Owner or the property address of the project. This applies to both rendered designs (3Ds, moodboards, layouts etc)

10. REIMBURSEMENT TO CLIENTS

- a. In case of any excess or unavailability of a product the Client is entitled to a full refund for such specific product as stated in the invoice excluding service charge

Fw: Immediate Action Required – Contractual Breach and Refund Demand.

Forwarded message -----

From: **Ayo Abosede** <aabosede@gmail.com>

Date: Mon, 17 Feb 2025, 6:03 am

Subject: Immediate Action Required – Contractual Breach and Refund Demand

To: Hadiza Hassan <hadiza@minimalconcepts.ng>

Cc: Fatima <fatima@minimalconcepts.ng>, <abdul@minimalconcepts.ng>, <minimalconceptsng@gmail.com>

Dear Hadiza,

I am writing to formally express my strong dissatisfaction with the persistent plumbing failures caused by your team's deficient renovation work, as well as your continued failure to fulfil contractual obligations due to ongoing delays.

All outstanding renovation tasks were agreed to be completed by January 26, 2025. However, your team has failed to meet this commitment. My last interaction with your team was on February 8, yet despite multiple follow-ups, I have received no further updates. This includes addressing the broken pendant light, ill-fitting curtains, and the confirmed delivery of the remaining procured items (living room ceiling fan, door knobs, and office bamboo blinds), which was due on February 3. Additionally, the final handover, bill, and supplier contact list—which your Head of Admin, Fatima Sanl, assured would be provided on February 11—remains undelivered. This continued lack of communication and blatant disregard for agreed timelines is entirely unacceptable.

More urgently, as you are well aware, I have experienced consistent and worsening plumbing issues since the semi-completion of the renovation on December 20, 2024—issues that began the day after the handover and have persisted, with the latest occurrence on February 12, 2025. These defects did not exist prior to your team's work.

My last interaction with your team regarding plumbing failures (on February 7) was met with nothing more than a dismissive "Ok, noted". Additionally, I personally reached out to you on January 28 and again on February 3, providing documentation of the continued plumbing failures and requesting an urgent plumbing assessment, yet you have failed to respond to date. Such indifference is deeply unprofessional and demonstrates a complete disregard for my property, time, and financial investment.

Your repeated failure to meet contractual commitments and complete the agreed scope of work constitutes a material breach of contract. I have exercised considerable patience and provided ample opportunity for resolution, yet your continued negligence leaves me with no choice but to formally terminate this engagement and demand an immediate refund for the following:

Items to be Refunded

In addition to the previously agreed refund (N1,071,900) for items not executed (as per the attached reconciliation bill, with an additional N100,000 discrepancy acknowledged by your Head of Admin - screenshot of acknowledgement attached), the following refunds are required:

1. Plumbing Issues (Billed at N600,000): 50% refund (N300,000) to cover ongoing and future corrective costs, which I have already begun incurring.
2. Broken Pendant Light (Billed at N280,000): 50% refund (N140,000) for the damaged dining room pendant light caused by your supplier in lieu of the proposed replacement (see attached acknowledgement).
3. Primary Bathroom Tiles (Billed at N777,250): 25% refund (N194,312.50) in lieu of the previously agreed retilling, given the termination of this contract (reference email attached).
4. Living Room Curtains (Billed at N200,000): 25% refund (N50,000) for the outer curtain panel that is not wide enough to close, in lieu of the previously agreed replacement (see attached acknowledgement).
5. Guest Toilet WC Seat & Toilet Paper Holder (WC Billed at N180,000): 25% refund (N45,000) plus full refund (N20,000) for the toilet paper holder, both significantly scratched and damaged (see attached images).
6. Unfinished Kitchen Cabinetry (Billed at N3,000,000): 15% refund (N450,000) for the unextended drawer box (only one was completed on February 8) and the drawer broken by Solutions' electrician, as confirmed by Abdul from Solutions as to why it does not close properly.
7. Guest Bathroom Shower Control & Toilet Paper Holder (Shower Billed at N140,000): 50% refund (N70,000) plus a full refund (N20,000) for the toilet paper holder, as the installed shower system is of inferior quality compared to what I personally sourced (see attached images).

Total Refund Amount Expected

N1,071,900 (previously agreed) + N1,289,312.50 (new refunds) = ~~N2,361,212.50~~ to be paid to:

Bank: Standard Chartered Bank
Account Name: Abodunde Abosede
Account Number: 0002835156

Handover Documents to be Provided Immediately:

1. Final Reconciliation Bill – Updated to reflect all the above refunds.
2. Supplier and Artisan Contact List – Initially requested on December 2, 2024, and repeatedly discussed with your Head of Admin (acknowledgements attached).
3. All applicable service warranty documents, specifically for the roofing work and polystyrene PoP, both of which have been previously discussed.



Ayo Abosede <aabosede@gmail.com>

Request for Immediate Removal of Virtual Tour Content

Messages

Aboosede <aabosede@gmail.com>

Wed, Apr 23, 2025 at 7:22 AM

Hadiza Hassan <hadiza@minimalconcepts.ng>, Abdul <abdul@minimalconcepts.ng>, Fatima Ima <fatima@minimalconcepts.ng>, dga@minimalconcepts.ng, abidemi@minimalconcepts.ng
minimalconceptsng@gmail.com

Dear Minimal Concept,

It has come to my attention that you published and shared a virtual tour of my property after our contract termination on February 21, 2025.

My initial consent to capture and potentially use this content was granted strictly within the context of our deliverable-based contract, with the understanding that I would review and approve the final version before any public sharing. Once the contract was terminated due to material breach, specifically your failure to deliver services to an acceptable standard including addressing significant plumbing malfunctions, any rights to use this content (and any content post termination) became void. Furthermore, the photography and advertising clause in our agreement does not grant any post-termination image rights. My consent was neither unlimited nor unconditional.

While I have always been supportive of you showcasing your work, your decision to publish this content without my knowledge or consent, particularly given the nature of how our engagement ended, demonstrates a disregard for basic professional courtesy. Your action lacks both legal and ethical justification. At the very least, you should have sought permission beforehand. For clarity, I have no issue with any content shared prior to the termination of our contract. However, you are not authorized to publish or reuse any imagery or materials related to my property in future communications or promotional materials without my explicit written consent.

I therefore request that you remove the virtual tour content immediately from all platforms, including your website and social media channels. Kindly confirm once this has been done.

Sincerely,
Ayo Abosede

Fatima <fatima@minimalconcepts.ng>
Aboosede <aabosede@gmail.com>

Wed, Apr 23, 2025 at 8:11 AM

Dear Ayo Abosede,

Thank you for your email. We acknowledge receipt and will review the matter carefully. We will revert to you with a comprehensive response as soon as possible.

Best,
Fatima Sani
Head of Admin

**IN THE HIGH COURT OF FCT
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA**

Motion No:

BETWEEN

AYO ABOSEDE

AND

3. HH MINIMAL CONCEPTS LTD

4. HADIZA HASSAN

CLAIMANT/APPLICANT

DEFENDANTS /RESPONDENTS

AFFIDAVIT OF URGENCY

I, Ayo Abosedede, Female, Adult, Christian and Nigerian Citizen of No.6 Ibrahim Garba Street, Katampe Extension Abuja FCT, hereby make oath and state as follows:

1. I am the Claimant/Applicant in this suit.
2. I engaged the 1ST Defendant under a contract dated **October 22, 2024**, to carry out interior design and renovation on my property.
3. The 2ND Defendant is the creative director and chief executive officer of the 1ST Defendant.
4. I terminated the contract with the 1ST Defendant on **February 17, 2025** due to its failure to deliver services to acceptable standard as stipulated in **Clause 2** of the contract agreement.
5. I attempted to resolve this amicably by reaching out to them via email April 23, 2025.
6. The Defendants ignored my request, complying only temporarily and deceitfully, and have continued to unlawfully publish the property imagery despite the termination of their contract and despite being formally notified repeatedly to cease such publication.
7. The continued publication constitutes breach of contract, misrepresentation to members of the public and invasion of my privacy.
8. Damages alone will not be adequate compensation.
9. The balance of convenience favours the Claimant.
10. The 2ND Defendant's continuing action, if not urgently restrained, will subject me to severe distress as she boasts about her unlawful act.
11. The subject matter of this application is of such a nature that any delay in hearing it will defeat the purpose of the substantive suit and may render any judgment nugatory.


at 1200
efo-03469613
Date 25/11/2025

12. This Affidavit is made in good faith and in the interest of justice, to enable this Honourable Court hear the Applicant's Motion for Interlocutory Injunction expeditiously.
13. That I depose to this oath in good faith and in accordance with the Oath Act in force



Deponent

SWORN TO at the Registry of the Federal Capital Territory High Court.

This 26 day of Nov 2025

BEFORE ME

COMMISSINER FOR OATH



HIGH COURT OF
ABUJA
COMMISSIONER FOR OATHS
BATILS KURMA

