

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA

SUIT NO: CV/4828/25

BETWEEN

AYO ABOSEDE

AND

1. HH MINIMAL CONCEPTS LTD
2. HADIZA HASSAN

HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
ABUJA
REGISTRAR
HASSANA SADIQ
Sign: Date: 5/1/26
DEFENDANTS

JOINT STATEMENT OF DEFENCE OF THE 1ST AND 2ND
DEFENDANT

1. **SAVE AND EXCEPT** as may be expressly admitted herein, the Defendant denies each and every allegation of fact contained in the Plaintiff's Statement of Claim and puts the Plaintiff to the strictest proof thereof.
2. The 1st and 2nd Defendant admits paragraph 1, 2, 3 of the Claimant's Statement of Claim only to the extent that the Defendants are properly identified.
3. The Defendants states admit paragraph 4 and state that the 1st defendant entered into an interior Architecture, Design and Execution Services Agreement with the Claimant on October 21, 2024 which was duly executed in line with the terms of the agreement.
4. The Defendants state that the prototype was designed by them in accordance with the specifications provided by the Claimant, and that the resulting design and style were executed in the distinctive manner and brand identity of the Defendants in relation to such houses.
5. The Defendants aver that the contract sum was ₦34,931,188.00 inclusive of VAT and service charges, as expressly stipulated in Clause 1 of the agreement, and not ₦34,950,948.00 as alleged by the Claimant.
6. The Defendants deny paragraph 5 of the Statement of Claim and aver that all works executed were in line with Clause 2 of the contract and industry

Handwritten signature and date: 05/01/26

practice. Any alleged defects arose from subsequent alterations and third-party contractors engaged by the Claimant after the completion of the contract.

7. The Defendants deny the allegations contained in paragraph 6 and aver that any delays were occasioned solely by the Claimant's repeated changes to design requirements and indecision, as evidenced in WhatsApp communications, and not by any default on the part of the Defendants, particularly given that 98% of the design had already been fully delivered to the Claimant.
8. The Defendants aver that the purported termination of the contract was merely an attempt by the Claimant to secure refunds from the Defendants, which the Defendants nevertheless obliged by returning the sum of N2, 361, 212.50 **(Two Million, Three Hundred and Sixty-One Thousand, Two Hundred and Twelve Naira and Fifty Kobo)** solely in the interest of maintaining peace.
9. The Defendants denies paragraphs 7 as they are information within the knowledge of the Claimant and reiterates in response that the services were rendered.
10. The Defendants deny paragraph 8, 9, 10 and 11 of the Statement of Claim of the claimant and puts the Claimant to the strictest prove thereof.
11. In further response to paragraph 8 and 9 of the Statement of Claim, the Defendants state that it is within the company's rights to publish its works, which are identified by generic names in locations, and not by any personal reference to the Claimant as alleged. **The evidence of such prototype/design is hereby pleaded and shall be relied upon in the trial of this suit.**
12. The Defendants deny paragraphs 12 and 13 of the Statement of Claim and aver that they only became aware of the referenced letter upon service of the court processes.
13. The Defendants state, in further response to paragraph 13 of the Statement of Claim, that the images and virtual tours displayed on their website are the designs of the company, labelled solely by reference to location and type, and

bear no relation whatsoever to the Claimant. The Defendants therefore put the Claimant to the strictest proof thereof.

14. The Defendants deny paragraph 14 and aver that their actions did not amount to breach of contract, misrepresentation, unauthorized commercial exploitation, or invasion of privacy.
15. The Defendants deny paragraph 15 and 16 and aver that the Claimant has suffered no ridicule or emotional distress as alleged. Her claims are speculative and unsupported by evidence.
16. The Defendants contend that the Claimant acted maliciously, with the intent to harass them and wrongfully obtain refunds to which he was not entitled. These actions caused the Defendants additional loss and inconvenience, forcing them to engage legal representation. The receipt of part payment of which is hereby pleaded and shall be relied upon at the trial of this
17. That the Defendants shall equally found on Certificate of Compliance of Electronic evidence relating to all printed email messages and screen shots generated from Smart Phone and other electronic devices.
18. The Defendants aver that the Claimant has not disclosed any reasonable cause of action to sustain this suit. Accordingly, the Defendants contend that the Claim as presently constituted is incompetent, discloses no triable issue, and is liable to be dismissed with punitive in its entirety for an abuse of court process which does not warrant the intervention of this Honourable Court

Dated this 5th day of January, 2026





✓ Dr. Dayo G. Ashonibare, Esq (Notary Public)

Ene Ashonibare, Esq

Simiat Suleiman, Esq

Blessing Etamessor, Esq

J.O Ibrahim, Esq

Somadina C. Offor, Esq

1st and 2nd Defendant's Counsel

Levite Solicitors & Arbitrators

Block 15D Salis Court, Efire Ilcogun Street
(Around Airport Junction) Gwarimpa
FCT-Abuja
08033661414

levitesolicitors@gmail.com
hello@levitesolicitors.com

FOR SERVICE ON THE CLAIMANT
c/o COUNSEL

Stephen Mandeun, Esq
Chika Sandra Onyiorah, Esq
PP: U.S Audu & Co
Suite C02, Peace Park Plaza B
Utako, Abuja
08067341249, 08036181796

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IN THE ABUJA JUDICIAL DIVISION
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SUIT NO: CV/4828/25

BETWEEN

AYO ABOSEDE

CLAIMANT

AND

1. HH MINIMAL CONCEPTS LTD

2. HADIZA HASSAN

DEFENDANTS

LIST OF WITNESSES

The Defendants shall call on the following witness(es) at trial of this matter:

1. Hadiza Hassan
2. Any other witness(es) that may be called or subpoenaed at trial of this matter.

Dated this 5th day of January, 2026



✓ Dr. Dayo G. Ashonibare, Esq (Notary Public)

Ene Ashonibare, Esq

Simiat Suleiman, Esq

Blessing Etamessor, Esq

J.O Ibrahim, Esq

Somadina C. Ofor, Esq

1st and 2nd Defendant's Counsel

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FOR SERVICE ON THE CLAIMANT
c/o COUNSEL

Stephen Mandem, Esq
Chika Sandra Onyiorah, Esq
PP: U.S Audu & Co
Suite C02, Peace Park Plaza B
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IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
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BETWEEN

AYO ABOSEDE

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AND

1. HH MINIMAL CONCEPTS LTD

2. HADIZA HASSAN

DEFENDANTS

WITNESS STATEMENT ON OATH OF HADIZA HASSAN

I **HADIZA HASSAN**, Adult, female, Islam, Nigerian Citizen of 576 Idris Qidado street Wuye FCT-Abuja, Nigeria, do hereby make oath and state as follows;

1. I am the 2nd Defendant and Managing Director of the 1st Defendant and by virtue of this I am familiar with the facts of this suit.
2. Except as otherwise expressly stated, all facts deposed to in this statement are within my personal knowledge.
3. The 1st and 2nd Defendants admit paragraphs 1, 2 and 3 of the Claimant's Statement of Claim only to the extent that the Defendants are properly identified.
4. The Defendants admit paragraph 4 and state that the 1st Defendant entered into an Interior Architecture, Design and Execution Services Agreement with the Claimant on October 21, 2024, which was duly executed in line with the terms of the agreement.
5. The Defendants state that the prototype was designed in accordance with the specifications provided by the Claimant, and the resulting design and style were executed in the distinctive manner and brand identity of the Defendants.
6. The Defendants aver that the contract sum was ₦34,931,188.00 inclusive of VAT and service charges, as expressly stipulated in Clause 1 of the agreement, and not ₦34,950,948.00 as alleged by the Claimant.
7. The Defendants deny paragraph 5 of the Statement of Claim and aver that all works executed were in line with Clause 2 of the contract and industry practice. Any alleged defects arose from subsequent alterations and third-party contractors engaged by the Claimant after completion of the contract.

8. The Defendants deny the allegations in paragraph 6 and aver that any delays were occasioned solely by the Claimant's repeated changes to design requirements and indecision, as evidenced in WhatsApp communications, and not by any default on the part of the Defendants, particularly given that 98% of the design had already been delivered.
9. The Defendants aver that the purported termination of the contract was merely an attempt by the Claimant to secure refunds, which the Defendants nevertheless obliged and refunded the sum **N2, 361, 212.50 (Two Million, Three Hundred and Sixty-One Thousand, Two Hundred and Twelve Naira and Fifty Kobo)** solely in the interest of maintaining peace.
10. The Defendants deny paragraph 7 as it is information within the knowledge of the Claimant, and reiterate that the services were duly rendered.
11. The Defendants deny paragraphs 8, 9, 10 and 11 of the Statement of Claim and put the Claimant to the strictest proof thereof.
12. In further response to paragraphs 8 and 9, the Defendants state that it is within the company's rights to publish its works, which are identified by generic names in locations, and not by any personal reference to the Claimant. The evidence of such prototype/design is hereby pleaded and shall be relied upon at trial.
13. The Defendants deny paragraphs 12 and 13 and aver that they only became aware of the referenced letter upon service of court processes.
14. In further response to paragraph 13, the Defendants state that the images and virtual tours displayed on their website are the designs of the company, labelled solely by reference to location and type, and bear no relation whatsoever to the Claimant. The Defendants therefore put the Claimant to the strictest proof thereof.
15. The Defendants deny paragraph 14 and aver that their actions did not amount to breach of contract, misrepresentation, unauthorized commercial exploitation, or invasion of privacy.
16. The Defendants deny paragraphs 15 and 16 and aver that the Claimant has suffered no ridicule or emotional distress as alleged. Her claims are speculative and unsupported by evidence.
17. The Claimant acted maliciously, with intent to harass us and wrongfully obtain refunds to which she was not entitled. These actions caused the Defendants additional loss and inconvenience, forcing them to engage legal representation. The receipt of part payment is hereby pleaded and shall be relied upon at trial.
18. The Defendants aver that the Claimant has not disclosed any reasonable cause of action to sustain this suit. Accordingly, the Defendants contend that the Claim as presently constituted is incompetent, discloses no triable issue, and is liable to be

dismissed in its entirety as an abuse of court process which does not warrant the intervention of this Honourable Court.

19. That the Defendants shall equally found on Certificate of Compliance of Electronic evidence relating to all printed email messages and screen shots generated from my Smart Phone and other electronic devices.
20. That I depose to this Affidavit in good faith believing same to be true and correct in accordance with the Oaths Act 2004.

.....
Deponent

SWORN AT THE REGISTRY OF THE
HIGH COURT OF FEDERAL CAPITAL TERRITORY, ABUJA.

This Day of....., 2026.



[illegible]

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AYO ABOSEDE

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CLAIMANT

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1. HH MINIMAL CONCEPTS LTD

2. HADIZA HASSAN

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DEFENDANTS

LIST OF DOCUMENTS

The Defendants shall call on the following witness(es) at trial of this matter:

1. Part payment receipt for legal fees
2. Copies of prototype design

Dated this ^{5th} day of January, 2026



✓ Dr. Dayo G. Ashonibare, Esq (Notary Public)

Ene Ashonibare, Esq

Simiat Suleiman, Esq

Blessing Etamessor, Esq

J.O Ibrahim, Esq

Somadina C. Offor, Esq

1st and 2nd Defendant's Counsel

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DEFENDANTS

PRE-ACTION COUNSELLING CERTIFICATE

I, Dr. Dayo G. Ashonibare, Legal Practitioner of Block 15D Salis Court Estate, Efiro Ileogun Street and counsel to the Defendants have gone through the facts of the case of the said Defendant and on my honour have appropriately counselled the defendants on the relative strength of their case or otherwise and should and should this turn out to be frivolous, I am prepared to be liable as per the provisions of the rules of this court.

Datedday of January, 2026


Counsel


Defendants



Wuye

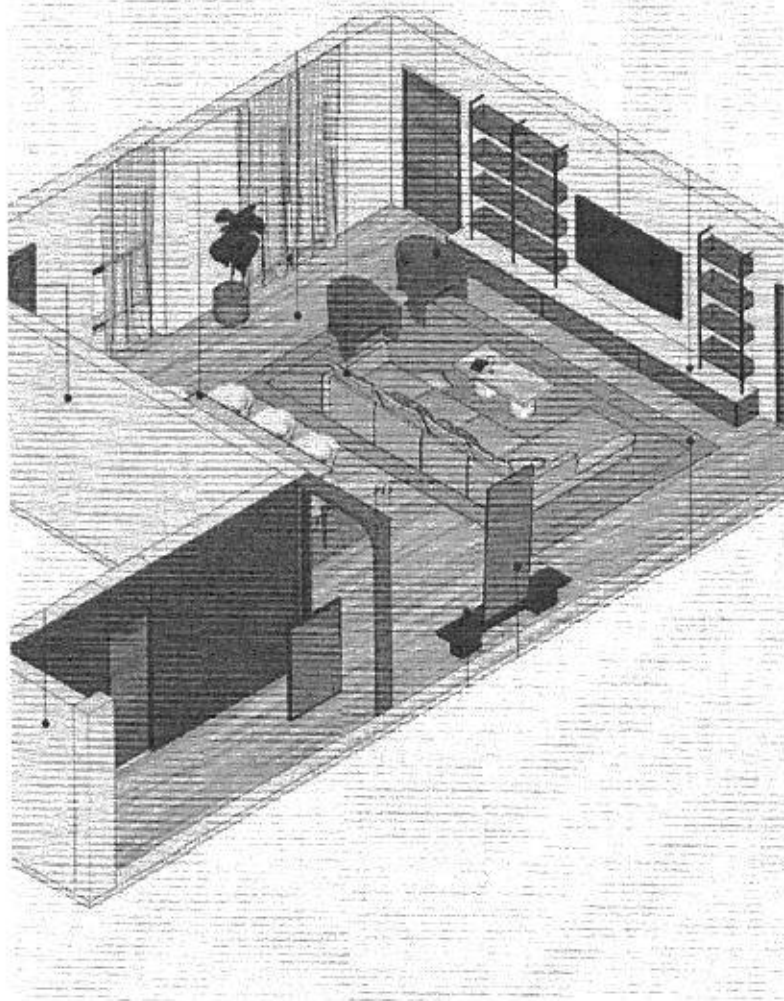
DESIGN

Wuye Residence is a modern Abuja home designed for elegance, comfort, and functionality. Spanning multiple floors, it features refined living areas, cozy guest rooms, and luxurious suites, all finished with textured walls, custom furniture, and



minimalconcepts.ng





Jahi Apartment

DESIGN

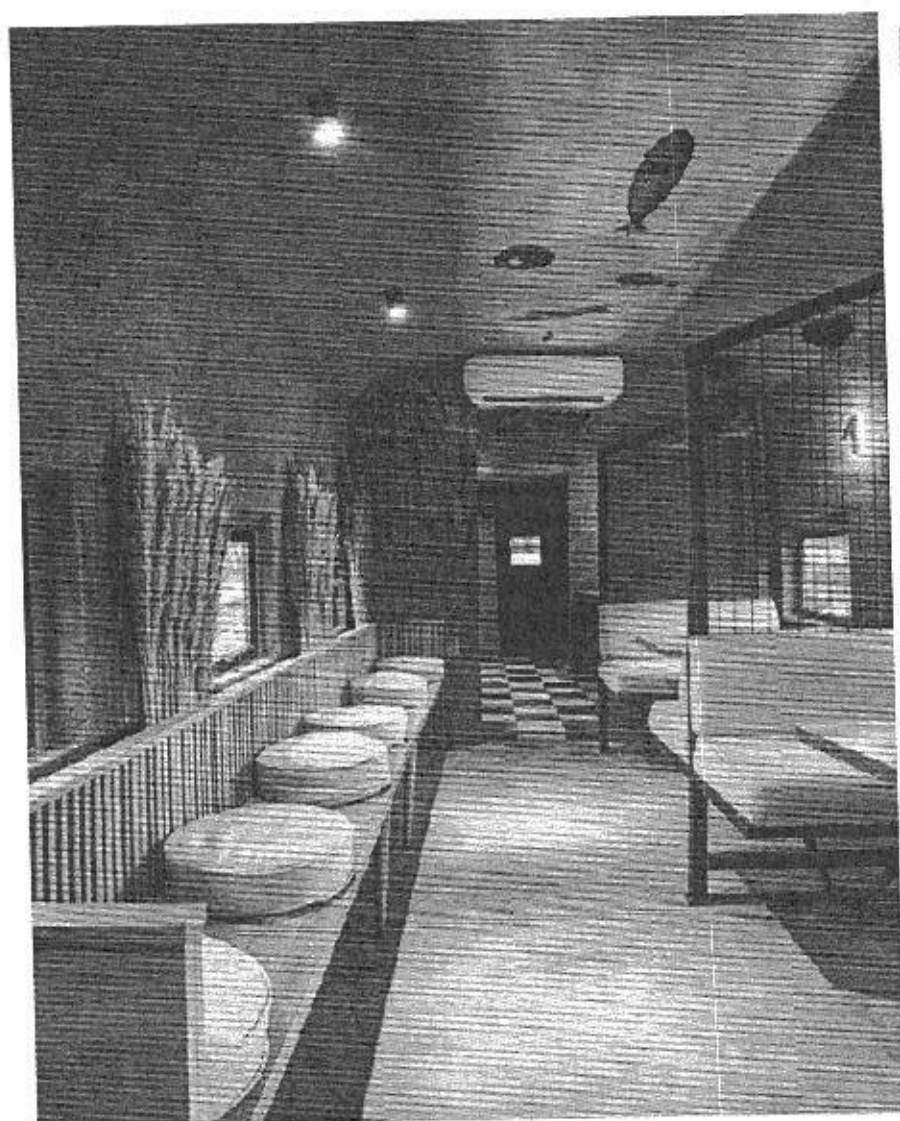
Jahi Apartment is an upscale residence that blends luxury with practicality. A refined neutral palette, textural depth, and a bold terracotta accent create a serene yet striking backdrop, while custom finishes and thoughtful details embody timeless urban living.

minimalconcepts.ng

Katampe Apartment

EXECUTION

Katampe Apartment is a vibrant yet minimal residence designed for timeless appeal. Layered colors, rich textures, and abundant natural light create a sophisticated, inviting home that balances fresh energy with enduring elegance





Suite Sf22 Anafara's Plaza,
1st Avenue, Opp,
Oando Filling Station, Gwarinpa, Abuja
08033661414

RECEIPT

Date: _____

Received From: Htt Minimal Concepts LTD 0018
The Sum of: Two Million Naira Only

Being Payment for: for Professional fees for
Suit NO: CV/4828/25

DEPOSIT
2,000,000

BALANCE
4,000,000

N 2,000,000.00 K

Jessie

[Signature]

Cashier's Signature

Customer's Signature