Comfort Ikechukwu FOR SERVICE
04/02/26
Abasiye
9:40AM

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

Suit No: CV/4828/25

BETWEEN
AYO ABOSEDE - **CLAIMANT/APPLICANT**
AND
3. HH MINIMAL CONCEPTS LTD
4. HADIZA HASSAN - **DEFENDANTS/RESPONDENT**

CLAIMANT'S FURTHER AND BETTER AFIDAVIT TO THE DEFENDANTS' COUNTER AFFIDAVIT.

I, Ayo Abosede, Female, Nigerian of No.6 Ibrahim Garba Street, Katampe Extension Abuja FCT, the Claimant/Applicant in this suit, do hereby make oath and state as follows:

1. That I have seen and read the Respondents' Counter Affidavit filed in opposition to the Claimant's Motion on Notice for Interlocutory Injunction.
2. That save as expressly admitted herein, the Claimant denies each and every deposition contained in the Defendants/Respondents' Counter Affidavit as same is misleading, misconceived and calculated to overreach this Honourable Court.
3. That the reliefs sought in the Claimant's Originating Motion are strictly Interlocutory in nature, aimed at preserving the res and preventing irreversible damage to the subject matter pending the final determination of the substantive action.
4. That granting the Claimant/Applicant's application will not prejudice the main suit. It merely protects the Claimant's rights until the court decides the matter on merit.
5. The application sought is temporary and preservative. It only maintains status quo until trail. Delaying relief until trial risks irreparable harm to the Claimant/Applicant.
6. No aspect of the Defendants/Respondents fair hearing is prejudiced in any way. The Defendant/Respondent have full opportunity to defend at trial.

Rec 2700
Date 29/1/26

The application simply stops action that could disrupt the court ability to do justice later.

7. That the Defendants/Respondents' continued advertisement, marketing and virtual tours of the Claimant's property causes serious emotional trauma to the Claimant/Applicant who suffered so much to complete the job through independent third parties.

8. That unless retrained, the Respondents actions will occasion irreparable damage to the Claimant which cannot be adequately compensated by damages.

9. That the balance of convenience is clearly in favour of the Claimant/Applicant, as the Respondents will suffer no prejudice by merely suspending adverts and virtual tours pending the determination of the suit, whereas the Claimant's stands to suffer grave injustice if the application is refused.

10. That the Claimant has given an undertaking as to damages, where required, and is ready and willing to abide by any further Order(s) this Honourable Court may deem fit to make.

11. That the Respondents' Counter Affidavit failed to address the core legal principle governing the grant of Interlocutory Injunctions.

12. That it is in the interest of justice, equity and fair hearing for this Honourable Court to grant the Claimant/Applicant Motion on Notice and restrain the Respondents from further advertisement and virtual tours pending the determination of the substantive suit.

13. That I depose to this Affidavit in good faith, conscientiously believing the facts stated herein to be true and in accordance with the Oaths Act.

DEPONENT

Sworn to at the Registry of the
FCT High Court, Abuja
This 29 day of (1) 2026. 29/1/2026

BEFORE ME

COMMISSIONER FOR OATH

IN THE HIGH COURT OF THE FEDRAL CAPITAL TERRITORY
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Suit No: CV/4828/25

BETWEEN
AYO ABOSEDE **CLAIMANT/APPLICANT**
AND
1. HH MINIMAL CONCEPTS LTD
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HIGH COURT OF THE FCT
REGISTRAR
HEMJ TRY OGOKE
SIGN

29/9/2025

WRITTEN ADDRESS IN SUPPORT CLAIMANT'S FURTHER AND BETTER AFIDAVIT TO THE DEFENDANTS' COUNTER AFFIDAVIT.

Introduction

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 12 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 XXXAours)

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 inevitable 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 respectively urged to grant this application and such other interlocutory measure of protection as may appear just and convenient.

DATED THIS 29th **DAY OF** January **2026**

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