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

SUIT NO: FCT/HC/CV/ 7141 /2023

BETWEEN:

AFRIGOS FILM & MEDIA ACADEMY LTD **PLAINTIFF**

AND

1. **PUBLIC SERVICE INSTITUTE OF NIGERIA (PSIN)**
2. **ABDULGANIYU OBATOYINBO**
   (Chief Administrator)
3. **SAHEED YUSUF**
   (Director Admin and Human Resources)
4. **HEAD OF SERVICE OF THE FEDERATION**

DEFENDANTS

TO THE DEFENDANTS

PUBLIC SERVICE INSTITUTE OF NIGERIA (PSIN)
KILOMETER 12, KUBWA EXPRESSWAY'
DUTSE JUNCTION,
ABUJA, FCT.

ABDULGANIYU OBATOYINBO (Chief Administrator)
KILOMETER 12, KUBWA EXPRESSWAY'
DUTSE JUNCTION,
ABUJA, FCT.

SAHEED YUSUF (Director Admin and Human Resources)
KILOMETER 12, KUBWA EXPRESSWAY'
DUTSE JUNCTION,
ABUJA, FCT.

HEAD OF SERVICE OF THE FEDERATION

P865047200
Rn-12852320
09/08/2023

Federal Secretariat Comples,
Phase II, Shehu Shagari way,
Three Arms Zone,
FCT-Abuja.

You are hereby commanded that within eight 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 AFRIGOS FILM & MEDIA ACADEMY LTD and TAKE NOTICE that in the default of your so doing the PLAINTIFF may proceed therein and judgment may be given in your absence. Parties should maintain status quo.

Dated this 9th **day of August 2023.**

HIGH COURT OF FCT ABUJA
REGISTRAR
HASSAN A. SADIQ
Sign: ..... Date: 9/8/23

REGISTRAR

MEMORANDUM TO BE SUBSCRIBED ON THE WRIT

NB: This Writ is to be served within 12 calendar months from the date thereof, or, if it is renewed, within 6 calendar months from the date of the last renewal, including the day of such date and not afterwards.

The Defendants may enter appearance personally or by legal practitioner, either by handing in the appropriate forms, duly completed, at the Registry of the High Court of the Federal Capital territory of the Judicial Division in which the action is brought or by sending them to the Registry of the High Court of the Federal Capital territory by registered post.

ENDORSEMENT

WHEREOF the Plaintiff claims against the defendants jointly and severally as follows:

i. **A DECLARATION** that the closure of the Plaintiff's training institute located inside the premises of Public Service Institute of Nigeria (PSIN) at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abuja by the defendants is an act of self-help, unlawful, Illegal, and unconstitutional.

ii. **A DECLARATION** that the unauthorised closure, denial of access by the Police on the instruction of the Defendants into the Plaintiff's training institute located at the premises of Public Service Institute of Nigeria (PSIN) at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abuja Since the 22nd day of February 2022 till the date of filing this suit amounts to an act of trespass to the Claimant's possessory right over the said training institute located inside the premises of Public Service Institute of Nigeria (PSIN) at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abuja.

iii. **AN ORDER** of this Honourable Court directing the Defendants Jointly and Severally to replace the missing equipments of the Plaintiff's namely: canon C200EP Cinema Camera, 24-105 lens + lens kit and A core i7 4.0 GHZT workstation, Roland Fantom 8 Music workstation keyboard and RODE NT2 – Alarge Diaphragm multipattern Condenser Microphones (2 pieces), Genelac 8020D.LSE Espresso – 5.1. Monitoring System for Pro audio applications, Sound Card-Mix and Master, Firman Surmec 10Kva generator stolen from the Plaintiff's Film and Media training institute occasioned by the Unlawful locking of the Plaintiff' straining institute located inside the premises of Public Service Institute of Nigeria (PSIN) at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abuja.

iv. **AN ORDER** of this Honourable Court directing the Defendants Jointly and Severally to pay Special Damages in the sum of 12, 070, 542.00 (Twelve Million, Seventy thousand, Five hundred and forty two Naira Only) being the sum of the items missing at the Plaintiff Training institute due to the unlawful and illegal locking and denial of access to the Plaintiff's training institute located inside the premises of Public Service Institute of Nigeria (PSIN) at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abuja

PARTICULARS OF DAMAGE.

CURRENT MARKET VALUE OF EQUIPMENTS

a. C200EFCinema Camera, 24-105 lens + lens kit = ₦3,519,200.00
b. A core i7 4.0 GHZT workstation= ₦1,658,000.00
c. Roland Fantom 8 Music workstation keyboard = ₦2,800,000.00
d. RODE NT2 – Alarge Diaphragmmultipattern Condenser Microphones (2 Pieces) = ₦498,000.00
e. Genelac 8020D.LSE Espresso – 5.1. Monitoring System for Pro audio applications= ₦2,800,000.00
f. Sound Card-Mix and Master = ₦279,992.00
g. FirmanSurmec 10Kva generator = ₦515,350.00.

v. **AN ORDER** of this Honourable Court directing the Defendants Jointly and Severally to pay the sum of**₦2,000,000 (Two million naira) only** as loss of use of the training institute and Equipment on monthly basis from the 22nd day of February 2022 till date.

vi. **AN ORDER OF PERPETUAL INJUNCTION** restraining the Defendants from disturbing the quiet possession of the Plaintiff without following due process of law.

vii. **AN ORDER OF PERPETUAL INJUNCTION** restraining the Defendants from further carrying out acts of trespass on the Plaintiff's training institute located at Public Service Institute of Nigeria (PSIN) situated at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abuja during the subsistence of the plaintiff's tenancy.

viii. **General damages** in the sum of ₦200, 000,000.00 (Two Hundred Million Naira) against the Defendants jointly and severally being damages for trespass on the Plaintiff's training institute located at Public Service Institute of Nigeria (PSIN) at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abujasince the month of November 2019 till the date of filing this suit.

ix. **Exemplary Damages** of ₦50, 000,000.00 (Fifty Million Naira) against the Defendants jointly and severally for the extreme ill will and malice exhibited towards the Plaintiff in this case.

x. 5% post Judgment interest monthly on the entire Judgment sum from date of Judgment till final satisfaction of same.

xi. The cost of this action.

xii. Any other relief to which the Plaintiff may be found entitled by the Honourable Court.

Dated at Abuja this 8th day of August, 2023.

Dayo G. Ashonibare, Esq.LLM**ACIArb. (UK)**
EneAshonibare, Esq
SimiatSuleiman, Esq
Smart FynaefaceWofuruEsq
Blessing EtamessorEsq
(Plaintiff'sCounsel),
Levite Solicitors &Arbitrators,
Suite SF 22 Anafara'a Plaza,
First Avenue, Gwarinpa

FCT-Abuja
08033661414
levitesolictors@gmail.com
hello@levitesolicitors.com

FOR SERVICE ON THE DEFENDANTS

1st Defendant
PUBLIC SERVICE INSTITUTE OF NIGERIA (PSIN)
KILOMETER 12, KUBWA EXPRESSWAY'
DUTSE JUNCTION,
ABUJA, FCT.

2nd Defendant
ABDULGANIYU OBATOYINBO (Chief Administrator)
KILOMETER 12, KUBWA EXPRESSWAY'
DUTSE JUNCTION,
ABUJA, FCT.

3rd Defendant
SAHEED YUSUF (Director Admin and Human Resources)
KILOMETER 12, KUBWA EXPRESSWAY'
DUTSE JUNCTION,
ABUJA, FCT.

4th Defendant
HEAD OF SERVICE OF THE FEDERATION
Federal Secretariat Complex,
Phase II, Shehu Shagari way,
Three Arms Zone,
FCT-Abuja.

This Writ was issued by Dayo G. Ashonibare Esq of Levite Solicitors & Arbitrators Suite No. SF 22, Anafara'a Plaza First Avenue, Gwarinpa Abuja. C/O the Legal Practitioner for the Plaintiff of No. 40 Durban Street, Wuse II Abuja, Federal Capital Territory.

Endorsement to be made on copy of Writ forthwith after service.

This Writ was served by me at.....on the defendant (here insert mode of service) on the .....day of 2023

Indorsed the.....day of .....20.....

.....

(Signed)

.....

(Address)

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

SUIT NO: FCT/HC/CV/ /2023

BETWEEN:

AFRIGOS FILM & MEDIA ACADEMY LTD **PLAINTIFF**

AND

1. **PUBLIC SERVICE INSTITUTE OF NIGERIA (PSIN)**
2. **ABDULGANIYU OBATOYINBO**
   (Chief Administrator)
3. **SAHEED YUSUF**
   (Director Admin and Human Resources)
4. **HEAD OF SERVICE OF THE FEDERATION** **DEFENDANTS**

STATEMENT OF CLAIM.

1. The Plaintiff is a Limited Liability Company incorporated under the Companies and Allied Matters Act Cap C20 LFN 2004 which carries out the business of Film, Media production and Training Institute within the jurisdiction of this Honourable Court.

2. The 1st Defendant is the central learning institution for the Nigerian Public Service with its Office at **No. 12 Kilometer, Kubwa Express way, Dutse Junction, AbujaFederal Capital Territory** within the jurisdiction of this Honourable Court.

3. The 2nd Defendant is the Chief Administrator/Chief Executive Officer of the 1st Defendant who was aware of the tenancy and subsequently authorised the Illegal and Unlawful closure of the Plaintiff training institute.

4. The 3rd Defendant is the Director Human Resources and Chairman Rent Committee of the 1st Defendant who received the cash payment of One (1) million part payment of the rent despite refusal by the Plaintiff and

subsequently supervised the Illegal and Unlawful closure of the Plaintiff training institute.

5. The 4th Defendant is responsible for the leadership, management and capacity development of the Federal Civil Service and supervises the 1st Defendant.

6. The Plaintiff avers that sometime in November 2019 in a bid to secure a suitable training centre for its Film and Media Academy, they came across an abandoned and dilapidated building referred to as old computer building within the premises of the1st Defendant -Public Service Institute of Nigeria (PSIN), which was by an offer letter dated 8th day of July 2019 rented to the Plaintiff. **The Letter of Offer is hereby Pleaded and shall be relied upon during trial.**

7. That the Plaintiff avers that the whole transaction took place in October 2019, but the offer letter was back dated to read July 2019 in which they raised the concern and discrepancy, but it was promised by the Defendants that it will be regularized in the final agreement but unfortunately it was not. **The Tenancy agreement prepared by the 1st Defendant but was never signed by the parties is hereby Pleaded and shall be relied upon during trial.**

8. The Plaintiff avers that the said old computer building was agreed with the Defendants' to be renovated and put in a tenantable and habitable condition at the sum of **₦3, 000,000.00 (Three Million Naira only)**, been the equivalent to the total annual rental value sum payable by the Plaintiff and will be recovered from the Defendants by instalments over a three (3) years period. **The Pictures of the renovation is hereby pleaded and shall be relied upon during trial.**

9. The Plaintiff avers that a cash deposit of ₦1,000,000.00 (one million naira) was demanded as part of the rent of the premises of which a GTbank cheque of one million naira was brought to 3rd Defendant, who insisted that the said sum must be paid in cash to the Committee.
10. The Plaintiff avers that its Managing Director in person of Paulgold Olalekan refused to pay the said amount until the 2nd Defendant asked him to meet with him in his house in Asokoro where he waited till midnight before he attended to him.
11. The Plaintiff states that the 2nd Defendant assured the Plaintiff's Managing Director to go ahead and pay the money that there was nothing to be scared of the 2nd Defendant assured him that a receipt of four (4) million naira will be issued to the managing Director, covering for the cash deposit of One(1) million and three(3) million naira which will be spent in renovating the building.

12. Plaintiff avers that cash was received by the 3rd Defendant in the presence of all the committee members (Ngozi Ogwumike, Ifeanyi and Adeola Salako) but surprisingly, none of them agreed to take the responsibility of issuing receipt of payment, as they kept referring to the Legal Adviser who was not present at the meeting.

13. The Plaintiff avers that although the period of tenancy is for three (3) years, however a moratorium period of six (6) months was agreed to enable them effect the renovation and rehabilitation of the premises.

14. The Plaintiff avers that the keys of the property were given to them on the 11th day of November 2019, and the Plaintiff commenced the renovation as agreed between him and the Defendant.

15. The Plaintiff avers that it was barely in few months of the moratorium period before the nationwide Covid-19 lockdown was declared by the Federal Government. An act of force majeure which was completely beyond Plaintiff's control.

16. The Plaintiff avers that at the end of the lockdown, he notified the Defendants of the predicament and the resultant bad effect it had on the already renovated parts of the property.

17. The Plaintiff state that pursuant to the above, the 3rd Defendant directed that the Plaintiff to carry out another renovation on the property, with a promise that the terms of the agreement will be reviewed to reflect the current state of affairs vis a vis extension of the moratorium period and the rent payable.

18. The Plaintiff avers that based on the instruction, the Plaintiff took a loan facility from New Kosol Corporative Society to repeat the renovation thereby expending the total sum of ₦7,500,000.00 (Seven Million, Five Hundred Thousand Naira) for both renovations. The Evidence of renovation is hereby pleaded and shall be relied upon in the trial of this suit.

19. The Plaintiff avers that the Defendant served its staff with a letter requesting for a meeting with its Managing Director and the Defendant were informed that the managing director was out of town at that time, to the greatest surprise of the Plaintiff's Staff the Defendants arrived with armed Police officers ably led by the Defendants Chief Security Officer sent all the Plaintiffs' staff and Clients

out of the building and locked up the training institute of the Plaintiff without any notice.

20. The Plaintiff avers that the company assets including but not limited to Media equipment, 4k Cameras, studio lights, production lights, sound recording gadgets and musical instruments, Teleprompters, Tracks and Dollies, Jibs, Office chairs, tables, cabinets, editing and postproduction suite with IMAC computers and Windows as well (Also containing clients' jobs worth hundreds of millions of naira) were all locked up in the building.

21. The Plaintiff avers that the entire Plaintiff's equipment locked at the training institute located at the 1st Defendant's premises with access denied since 10thFebruary, 2022 till date is worth over ₦60,000,000 (Sixty Million Naira). *

22. The Plaintiff further avers that in January 2021, he requested for a meeting to review the terms of the agreement as stated above but instead the Defendant with the aid of the Police Force locked up the aforesaid premises with the Plaintiff's multi-million naira equipment therein. **Copies of Receipt of some of the equipment are hereby pleaded and shall be relied upon during trial.**

23. The Plaintiff avers that payment of ₦500, 000.00 (Five Hundred Thousand Naira) was made into **TSA account** of the 1stDefendant in February 2022 as directed by Adeola Salako (Legal Adviser) with the hope that the place would be opened by the Defendants but despite that nothing was done. **Receipt is hereby pleaded and shall be relied upon during trial of this suit.**

24. The Plaintiff avers that through its formal solicitors made demands to the Defendant for a meeting and to unlock the premises but all to no avail. **Copies of the letters are hereby pleaded and shall be relied upon during trial of this suit.**

25. The Plaintiff avers that afterwards, another formal complaint made to the Defendants with the 4th Defendant copied in the said letter, in which the Defendants swiftly invited the Plaintiff for a meeting to resolve the entire outstanding dispute. **The Letter is hereby pleaded and shall be relied upon during trial of this suit.**

26. The Plaintiff avers that as part of the terms for settlement agreed upon by both the Plaintiff and the Defendants, an inspection of the illegally locked facility was conducted by both the Plaintiff and the Defendants.

27. The Plaintiff state further during the tour the Plaintiff's Managing Director discovered that some of the Plaintiff's equipments were missing from the training institute, which includes;

i. A canon C200EP Cinema Camera 24-105 lens + lens kit
ii. A core i7 4.0 GHZT workstation.
iii. A Roland Fantom 8 Music workstation keyboard and RODE NT2 – Alarge Diaphragm multipattern Condenser Microphones (2 pieces).
iv. Genelac 8020D.LSE Espresso – 5.1. Monitoring System for Pro audio applications.
v. Mix and Master.
vi. FirmanSurmec 10Kva generator (the carcass was found at the facility without the engine). **Copies of Purchase receipt for this equptments are hereby pleaded and shall be relied upon during trial**

28. The Plaintiff avers that upon complaint of the missing items the Defendants admitted that they granted access for renovation of the exterior part of the building and not the interior.

29. The Plaintiff avers that upon inspection of the training facility, it was obvious to all present that some part of the barbwire of the fence of the building had been tempered with.

30. The Plaintiff avers that its solicitor had served the Defendants with a letter of demand for the missing equipment and the Defendants continues to deny the Plaintiff access to the rest of the equipment. **The said letter and the current value of the equipments as downloaded from the sale website are hereby pleaded and shall be relied upon during trial.**

31. The Plaintiff avers that it is obvious that there exist a valid and subsisting tenancy agreement between him and the Defendants.

32. The Plaintiff avers that after several meetings with the Defendants, Parties could not reach an amicable resolution of the matter due to the stringent proposals made by the Defendants represented by the 3rd Defendant and its Director Legal.

33. The Plaintiff avers that by the act of the Defendant, it is not in doubt anymore that unless the intervention of this Honourable Court is invoked, the Plaintiff would continue to suffer hardship, deprivation in the hands of the Defendant.

34. The Plaintiff shall contend that the reckless, whimsical, capricious, and deliberate conduct of the Defendants in the circumstance of the invasion and arbitrary lock up of the building without following due process of law forming

the pith of this action has provided basis and justification for an award of exemplary damages against them.

35. The Plaintiff avers that the Defendants have no defence to its claims, and it is not in doubt anymore that unless the intervention of this Honourable Court is invoked, the Plaintiff would continue to suffer hardship, deprivation in the hands of the Defendants.

36. The Plaintiff further avers that if not for the refusal by the Defendants to unlock its training institute the Plaintiff, there would not have been any reason for the Plaintiff to seek redress in court through employing the services of a legal practitioner thereby these expenses incurred. **The part payment receipt of Legal Fees is hereby pleaded and would be relied upon during the trial of this suit.**

37. The Plaintiff shall find at the trial and rely on all the documents referred to hereinbefore and the Defendants is given **NOTICE TO PRODUCE** documents herein pleaded, some of the originals of which are with them.

38. The plaintiff shall equally be found on Certificate of Compliance of Electronic evidence relating to all printed photographs generated from his Smart Phone and other electronic devices.

WHEREOF the Plaintiff claims against the defendant jointly and severally as follows:

i. **A DECLARATION** that the closure of the Plaintiff's training institute located inside the premises of Public Service Institute of Nigeria (PSIN) at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abuja by the defendants is an act of self-help, unlawful, Illegal, and unconstitutional.

ii. **A DECLARATION** that the unauthorised closure, denial of access by the Police on the instruction of the Defendants into the Plaintiff's training institute located at the premises of Public Service Institute of Nigeria (PSIN) at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abuja Since the 22nd day of February 2022 till the date of filing this suit amounts to an act of trespass to the Claimant's possessory right over the said training institute located inside the premises of Public Service Institute of Nigeria (PSIN) at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abuja.

iii. **AN ORDER** of this Honourable Court directing the Defendants Jointly and Severally to replace the missing equipments of the Plaintiff's namely: canon C200EP Cinema Camera, 24-105 lens + lens kit and A core i7 4.0 GHZT workstation, Roland Fantom 8 Music workstation keyboard and RODE NT2 – Alarge Diaphragm multipattern Condenser Microphones (2 pieces), Genelac 8020D.LSE Espresso – 5.1. Monitoring System for Pro audio applications, Sound Card-Mix and Master, Firman Surmec 10Kva generator stolen from the Plaintiff's Film and Media training institute occasioned by the Unlawful locking of the Plaintiff' straining institute located inside the premises of Public Service Institute of Nigeria (PSIN) at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abuja.

iv. **AN ORDER** of this Honourable Court directing the Defendants Jointly and Severally to pay Special Damages in the sum of 12, 070, 542.00 (Twelve Million, Seventy thousand, Five hundred and forty two Naira Only) being the sum of the items missing at the Plaintiff Training institute due to the unlawful and illegal locking and denial of access to the Plaintiff's training institute located inside the premises of Public Service Institute of Nigeria (PSIN) at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abuja

PARTICULARS OF DAMAGE;

CURRENT MARKET VALUE OF EQUIPMENTS

a. C200EFCinema Camera, 24-105 lens + lens kit = ₦3,519,200.00
b. A core i7 4.0 GHZT workstation= ₦1,658,000.00
c. Roland Fantom 8 Music workstation keyboard = ₦2,800,000.00
d. RODE NT2 – Alarge Diaphragmmultipattern Condenser Microphones (2 Pieces) = ₦498,000.00
e. Genelac 8020D.LSE Espresso – 5.1. Monitoring System for Pro audio applications= ₦2,800,000.00
f. Sound Card-Mix and Master = ₦279,992.00
g. FirmanSurmec 10Kva generator = ₦515,350.00.

v. **AN ORDER** of this Honourable Court directing the Defendants Jointly and Severally to pay the sum of**₦2,000,000 (Two million naira) only** as loss of use of the training institute and Equipment on monthly basis from the 22nd day of February 2022 till date.

vi. **AN ORDER OF PERPETUAL INJUNCTION** restraining the Defendants from disturbing the quiet possession of the Plaintiff without following due process of law.

vii. **AN ORDER OF PERPETUAL INJUNCTION** restraining the Defendants from further carrying out acts of trespass on the Plaintiff's

training institute located at Public Service Institute of Nigeria (PSIN) situated at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abuja during the subsistence of the plaintiff's tenancy.

viii. **General damages** in the sum of ₦200, 000,000.00 (Two Hundred Million Naira) against the Defendants jointly and severally being damages for trespass on the Plaintiff's training institute located at Public Service Institute of Nigeria (PSIN) at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abujasince the month of November 2019 till the date of filing this suit.

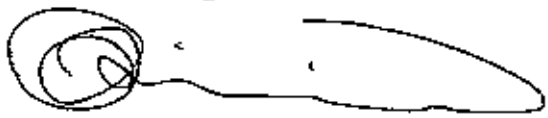
ix. **Exemplary Damages** of ₦50, 000,000.00 (Fifty Million Naira) against the Defendants jointly and severally for the extreme ill will and malice exhibited towards the Plaintiff in this case.

x. 5% post Judgment interest monthly on the entire Judgment sum from date of Judgment till final satisfaction of same.

xi. The cost of this action.

xii. Any other relief to which the Plaintiff may be found entitled by the Honourable Court.

Dated at Abuja this 8th day of August, 2023.



Dayo G. Ashonibare, Esq.LLM**ACIArb. (UK)**
EneAshonibare, Esq
Simiat Suleiman, Esq
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Blessing EtamessorEsq
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levitesolictors@gmail.com
hello@levitesolicitors.com

FOR SERVICE ON THE DEFENDANTS

1st Defendant
PUBLIC SERVICE INSTITUTE OF NIGERIA (PSIN)
KILOMETER 12, KUBWA EXPRESSWAY'
DUTSE JUNCTION,
ABUJA, FCT.

2nd Defendant
ABDULGANIYU OBATOYINBO (Chief Administrator)
KILOMETER 12, KUBWA EXPRESSWAY'
DUTSE JUNCTION,
ABUJA, FCT.

3rd Defendant
SAHEED YUSUF
(Director Admin and Human Resources)

KILOMETER 12, KUBWA EXPRESSWAY'
DUTSE JUNCTION,
ABUJA, FCT.

4th Defendant
HEAD OF SERVICE OF THE FEDERATION
Federal Secretariat Complex,
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BETWEEN:

AFRIGOS FILM & MEDIA ACADEMY LTD **PLAINTIFF**

AND

1. **PUBLIC SERVICE INSTITUTE OF NIGERIA (PSIN)**
2. **ABDULGANIYU OBATOYINBO**
   (Chief Administrator)
3. **SAHEED YUSUF**
   (Director Admin and Human Resources)
4. **HEAD OF SERVICE OF THE FEDERATION** **DEFENDANTS**

WITNESS STATEMENT ON OATH

I, Paulgold Olalekan, Male, Adult, Businessman, Nigerian of 759, Independence Avenue, Central Business District, Abuja, Federal Capital Territory hereby make oath and state as follows:

1. That I am the Managing Director/Chief Executive Officer (CEO) of the Plaintiff in this case by which I am conversant with the facts of this case
2. That the Plaintiff is a Limited Liability Company incorporated under the Companies and Allied Matters Act Cap C20 LFN 2004 which carries out the business of Film, Media production and Training Institutewithin the jurisdiction of this Honourable Court.
3. That the 1st Defendant is the central learning institution for the Nigerian Public Service with its Office at **No. 12 Kilometer, Kubwa Express way, Dutse Junction, AbujaFederal Capital Territory** within the jurisdiction of this Honourable Court.
4. That the 2nd Defendant is the Chief Administrator/Chief Executive Officer of the 1st Defendant who was aware of the tenancy and subsequently authorised the Illegal and Unlawful closure of the Plaintiff training institute.

5. That the 3rd Defendant is the Director Human Resources and Chairman Rent Committee of the 1st Defendant who received the cash payment of 1-million-part payment of the rent despite refusal by the Plaintiff and subsequently supervised the Illegal and Unlawful closure of the Plaintiff training institute.

6. That the 4th Defendant is responsible for the leadership, management and capacity development of the Federal Civil Service and supervises the 1st Defendant.

7. That sometime in November 2019, in a bid to secure a suitable training centre for its Film and Media Academy, the Plaintiff came across an abandoned and dilapidated building referred to as old computer building within the premises of the1st Defendant -Public Service Institute of Nigeria (PSIN), which was by an offer letter dated 8th day of July 2019 rented to the Plaintiff. **The offer letter is hereby attached and marked as Exh A1.**

8. That the whole transaction took place in October 2019, but the offer letter was back dated to read July 2019 in which the Plaintiff raised the concern and discrepancy, but it was promised by the Defendants that it will be regularized in the final agreement but unfortunately it was not. **The Tenancy agreement prepared by the 1st Defendant but was never signed by the parties is hereby attached and marked as Exh A2**

9. That the Plaintiff agreed with the Defendants that the said old computer building be renovated and put in a tenantable and habitable condition at the sum of **₦3, 000,000.00 (Three Million Naira only)**, been the equivalent to the total annual rental value sum payable by the Plaintiff and will be recovered from the Defendants by instalments over a three (3) years period. **The picture of the renovations is hereby attached and marked Exh A3.**

10. That a cash deposit of ₦1,000,000.00 (one million naira) was demanded by the Defendants as part of the rent of the premises of which a GTbank cheque of one million naira was brought to 3rd Defendant who insisted that the said sum must be paid in cash to the Committee.
11. That I refused to pay the said amount until the 2nd Defendant asked me to meet with him at his residence in Asokoro where I waited till midnight before he attended to me.
12. That the 2nd Defendant assured me to go ahead and pay the money that there was nothing to be scared of. The 2nd Defendant assured me that a receipt of four (4) million naira will be issued to me, covering for the cash deposit of

one (1) million and the three (3) million naira which will be spent in renovating the building.

13. That cash was received by the 3rd Defendant in the presence of all the committee members (Ngozi Ogwumike, Ifeanyi and Adeola Salako) but surprisingly, none of them agreed to take the responsibility of issuing receipt of payment, as they kept referring to the Legal Adviser who was not present at the meeting.

14. That although the period of tenancy is for three (3) years, however a moratorium period of six (6) months was agreed to enable them to effect the renovation and rehabilitation of the premises.

15. That the keys of the property were given to the Plaintiff on the 11th day of November 2019, and the Plaintiff commenced the renovation as agreed by parties.

16. That it was barely few months of the moratorium period before the nationwide Covid-19 lockdown was declared by the Federal Government. An act of force majeure which was completely beyond the Plaintiff's control.

17. That at the end of the lockdown, the Plaintiff notified the Defendants of the predicament and the resultant bad effect it had on the already renovated parts of the property.

18. Pursuant to the above, the 3rd Defendant directed the Plaintiff to carry out another renovation on the property, with a promise that the terms of the agreement will be reviewed to reflect the current state of affairs vis a vis extension of the moratorium period and the rent payable.

19. That based on the instruction, the Plaintiff took a loan facility from New Kosol Corporative Society to repeat the renovation thereby expending the total sum of ₦7,500,000.00 (Seven Million, Five Hundred Thousand Naira) for both renovations.

20. That the Defendant served the Plaintiff's staff with a letter requesting for a meeting with its Managing Director and they were informed I was out of town at that time, to the greatest surprise of the Plaintiff's Staff the Defendants arrived with armed Police officers ably led by the 4th Defendant who sent all the Plaintiffs' staff and Clients out of the building and locked up the training institute of the Plaintiff without any notice.

21. That the Plaintiff's assets including but not limited to Media equipment, 4k Cameras, studio lights, production lights, sound recording gadgets and musical instruments, Teleprompters, Tracks and Dollies, Jibs, Office chairs, table, cabinets, editing and postproduction suite with IMAC computers and Windows as well (Also containing clients' jobs worth hundreds of millions of naira) were all locked up in the building.

22. That the entire Plaintiff's equipment locked in PSIN with access denied since 22nd February 2022 till date is worth over ₦60,000,000 (Sixty Million Naira).

23. That in January 2021, the Plaintiff requested for a meeting to review the terms of the agreement as stated above but instead the Defendant with the aid of the Police Force locked up the aforesaid premises with the Plaintiff's multi-million-naira equipment therein.

24. That I made payment of ₦500, 000.00 (Five Hundred Thousand Naira) into **TSA account** of the 1st Defendant in February 2022 as directed by Adeola Salako (Legal Adviser) with the hope that the place would be opened by the Defendants but despite that nothing was done. **Receipt is hereby attached and marked as Exhibit A4.**

25. That the Plaintiff through its solicitors made a formal demand to the Defendant for a meeting and to unlock the premises but all to no avail. **Copies of the letters are hereby attached and marked as Exhibit A5.**

26. That the Plaintiff afterwards made another formal complaint to the Defendants, with the Head of Service of the Federation copied in the said letter, then the Defendants swiftly invited him for a meeting to resolve the entire outstanding dispute. **The Letter is hereby attached and marked as Exhibit A6.**

27. That as part of the terms for settlement agreed upon by the Plaintiff and Defendants, an inspection of the illegally locked facility was conducted by both the Plaintiff and the Defendants.

28. Further to the above, during the tour of the facility it was discovered that some of the Plaintiff's equipment were missing from the building, which includes;

i. canon C200EP Cinema Camera
ii. 24-105 lens + lens kit and A core i7 4.0 GHZT workstation.
iii. A Roland Fantom 8 Music workstation keyboard and RODE NT2 – Alarge Diaphragm multipattern Condenser Microphones (2 pieces)
iv. Genelac 8020D.LSE Espresso – 5.1. Monitoring System for Pro audio applications.
v. Mix and Master
vi. FirmanSurmec10Kva generator (the carcass was found at the facility without the engine). **Copies of Purchase Receipt of this equipments are hereby attached and marked as Exh A7.**

29. That upon complaint of the missing items, the Defendants admitted that they granted access for renovation of the exterior part of the building and not the interior.
30. That upon inspection, it was obvious to all present that some part of the barbwire of the fence of the building had been tempered with.
31. That it is obvious that there exist a valid and subsisting tenancy agreement between the Plaintiff and the Defendants.
32. That I know as of fact that the Plaintiff's Solicitors had served the Defendants with a letter of demand for the missing equipment and the Defendant continues to deny the Plaintiff access to the rest of the equipment. **The said letter and the current value of the equipment as downloaded from the sale website is hereby attached marked as Exhibit A8i and A8ii**

33. That by the act of the Defendant, it is not in doubt that unless the intervention of this Honourable Court is invoked, the Plaintiff would continue to suffer hardship, deprivation in the hands of the Defendant.

34. The Plaintiff shall contend that the reckless, whimsical, capricious and deliberate conduct of the Defendants in the circumstance of the invasion and arbitrary lock up of the building without following due process of law forming the pith of this action has provided basis and justification for an award of exemplary damages against them.

35. The Plaintiff shall contend that the reckless, whimsical, capricious and deliberate conduct of the Defendants in the circumstance of the invasion and arbitrary lock up of their training institute without following due process of law forming the pith of this action has provided basis and justification for an award of exemplary damages against them.

36. That the Defendants have no defence to its claims, and it is not in doubt anymore that unless the intervention of this Honourable Court is invoked, the Plaintiff would continue to suffer hardship, deprivation in the hands of the Defendants.

37. That if not for the refusal by the Defendants to unlock its training institute and refund its missing items, the Plaintiff would not have any reason to seek redress in court through employing the services of a legal practitioner thereby these expenses incurred. **The part payment receipt of Legal Fees is hereby attached and marked Exh A9.**

38. That the Plaintiff shall be found at the trial to rely on all the documents referred to hereinbefore and the Defendants is given **NOTICE TO PRODUCE** documents herein pleaded, some of the originals of which are with them.

39. That the Plaintiff shall equally be found on Certificate of Compliance of Electronic evidence relating to all printed photographs generated from his Smart Phone and other electronic devices.

40. **I humbly pray the Honourable Court to grant the claims** which the plaintiff seeks jointly and severally against the defendants in its statement of claim as follows:

i. **A DECLARATION** that the closure of the Plaintiff's training institute located inside the premises of Public Service Institute of Nigeria (PSIN) at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abuja by the defendants is an act of self-help, unlawful, Illegal, and unconstitutional.

ii. **A DECLARATION** that the unauthorised closure, denial of access by the Police on the instruction of the Defendants into the Plaintiff's training institute located at the premises of Public Service Institute of Nigeria (PSIN) at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abuja Since the 22nd day of February 2022 till the date of filing this suit amounts to an act of trespass to the Claimant's possessory right over the said training institute located inside the premises of Public Service Institute of Nigeria (PSIN) at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abuja.

iii. **AN ORDER** of this Honourable Court directing the Defendants Jointly and Severally to replace the missing equipments of the Plaintiff's namely: canon C200EP Cinema Camera, 24-105 lens + lens kit and A core i7 4.0

GHZT workstation, Roland Fantom 8 Music workstation keyboard and RODE NT2 – Alarge Diaphragm multipattern Condenser Microphones (2 pieces), Genelac 8020D.LSE Espresso – 5.1. Monitoring System for Pro audio applications, Sound Card-Mix and Master, Firman Surmec 10Kva generator stolen from the Plaintiff's Film and Media training institute occasioned by the Unlawful locking of the Plaintiff' straining institute located inside the premises of Public Service Institute of Nigeria (PSIN) at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abuja.

iv. **AN ORDER** of this Honourable Court directing the Defendants Jointly and Severally to pay Special Damages in the sum of 12, 070, 542.00 (Twelve Million, Seventy thousand, Five hundred and forty two Naira Only) being the sum of the items missing at the Plaintiff Training institute due to the unlawful and illegal locking and denial of access to the Plaintiff's training institute located inside the premises of Public Service Institute of Nigeria (PSIN) at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abuja

PARTICULARS OF DAMAGE;

CURRENT MARKET VALUE OF EQUIPMENTS

a. C200EFCinema Camera, 24-105 lens + lens kit = ₦3,519,200.00
b. A core i7 4.0 GHZT workstation= ₦1,658,000.00
c. Roland Fantom 8 Music workstation keyboard = ₦2,800,000.00
d. RODE NT2 – Alarge Diaphragmmultipattern Condenser Microphones (2 Pieces) = ₦498,000.00
e. Genelac 8020D.LSE Espresso – 5.1. Monitoring System for Pro audio applications= ₦2,800,000.00
f. Sound Card-Mix and Master = ₦279,992.00
g. FirmanSurmec 10Kva generator = ₦515,350.00.

v. **AN ORDER** of this Honourable Court directing the Defendants Jointly and Severally to pay the sum of**₦2,000,000 (Two million naira) only** as loss of use of the training institute and Equipment on monthly basis from the 22nd day of February 2022 till date.

vi. **AN ORDER OF PERPETUAL INJUNCTION** restraining the Defendants from disturbing the quiet possession of the Plaintiff without following due process of law.

vii. **AN ORDER OF PERPETUAL INJUNCTION** restraining the Defendants from further carrying out acts of trespass on the Plaintiff's training institute located at Public Service Institute of Nigeria (PSIN) situated at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abuja during the subsistence of the plaintiff's tenancy.

viii. **General damages** in the sum of ₦200, 000,000.00 (Two Hundred Million Naira) against the Defendants jointly and severally being damages for trespass on the Plaintiff's training institute located at Public Service Institute of Nigeria (PSIN) at Kilometer 12, Kubwa Express way, Dutse Junction, FCT, Abujasince the month of November 2019 till the date of filing this suit.

ix. **Exemplary Damages** of ₦50, 000,000.00 (Fifty Million Naira) against the Defendants jointly and severally for the extreme ill will and malice exhibited towards the Plaintiff in this case.

x. 5% post Judgment interest monthly on the entire Judgment sum from date of Judgment till final satisfaction of same.

xi. The cost of this action.

xii. Any other relief to which the Plaintiff may be found entitled by the Honourable Court.

41. That solemnly swears to this Statement on Oath in good faith conscientiously believing the content to be true and correct and in accordance with the provisions of the Oaths Act.

DEPONENT

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

THIS ...9th.....DAY OF AUGUST 2023

HIGH COURT OF FCT ABUJA
COMMISSIONER FOR OATH
HASSAN A. SADIQ
Signature.....Date.....23/8/23

BEFORE ME

COMMISSIONER FOR OATH

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

SUIT NO: FCT/HC/CV/ /2023

BETWEEN:

AFRIGOS FILM & MEDIA ACADEMY LTD **PLAINTIFF**

AND

1. **PUBLIC SERVICE INSTITUTE OF NIGERIA (PSIN)**
2. **ABDULGANIYU OBATOYINBO**
   (Chief Administrator)
3. **SAHEED YUSUF**
   (Director Admin and Human Resources)

4. **HEAD OF SERVICE OF THE FEDERATION** **DEFENDANTS**

LIST OF WITNESS(S)

1. **PAULGOLD OLALEKAN**
2. **Any other witness that may be subpoena or included for the just determination of this matter.**

DATED THIS 8TH OF AUGUST 2023

Dayo G. Ashonibare, Esq.LLMACIArb. (UK)
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Simiat Suleiman, Esq
Smart FynaefaceWofuruEsq
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FOR SERVICE ON THE DEFENDANTS

1st Defendant
PUBLIC SERVICE INSTITUTE OF NIGERIA (PSIN)
KILOMETER 12, KUBWA EXPRESSWAY'
DUTSE JUNCTION,
ABUJA, FCT.

2nd Defendant
ABDULGANIYU OBATOYINBO (Chief Administrator)
KILOMETER 12, KUBWA EXPRESSWAY'
DUTSE JUNCTION,
ABUJA, FCT.

3rd Defendant
SAHEED YUSUF
(Director Admin and Human Resources)
KILOMETER 12, KUBWA EXPRESSWAY'
DUTSE JUNCTION,
ABUJA, FCT.

4th Defendant
HEAD OF SERVICE OF THE FEDERATION
Federal Secretariat Comples,
Phase II, Shehu Shagari way,
Three Arms Zone,
FCT-Abuja.

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

SUIT NO: FCT/HC/CV/ /2023

BETWEEN:

AFRIGOS FILM & MEDIA ACADEMY LTD **PLAINTIFF**

AND

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2. **ABDULGANIYU OBATOYINBO**
   (Chief Administrator)
3. **SAHEED YUSUF**
   (Director Admin and Human Resources)

4. **HEAD OF SERVICE OF THE FEDERATION** **DEFENDANTS**

LIST OF DOCUMENTS

1. Letter of Offer dated 8th July 2023
2. Tenancy Agreement
3. Pictures of renovations
4. TSA Payment Receipt
5. Copies of Letter of Demand
6. Letter dated the 1st day of March 2022
7. Receipt of Equipment's
8. Final Demand Noice and current value of equipment dated 4th May 2023
9. Receipt for part-payment solicitor's fee

DATED THIS 8TH OF AUGUST 2023

✓Dayo G. Ashonibare, Esq.LLM**ACIArb. (UK)**
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FOR SERVICE ON THE DEFENDANTS

1st Defendant
PUBLIC SERVICE INSTITUTE OF NIGERIA (PSIN)
KILOMETER 12, KUBWA EXPRESSWAY'
DUTSE JUNCTION,
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ABUJA, FCT.

3rd Defendant
SAHEED YUSUF
(Director Admin and Human Resources)
KILOMETER 12, KUBWA EXPRESSWAY'
DUTSE JUNCTION,
ABUJA, FCT.

4th Defendant
HEAD OF SERVICE OF THE FEDERATION
Federal Secretariat Comples,

Phase II, Shehu Shagari way,
Three Arms Zone,
FCT-Abuja.

Exh 8ii

MISSING ITEMS FROM AFRIGOS FILM & MEDIA ACADEMY OFFICE & THEIR CURRENT MARKET RATES

1.

JUMIA

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2.

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MFG# 2244C002 Samy's Part # S-052273 Leave a review

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Product Combos

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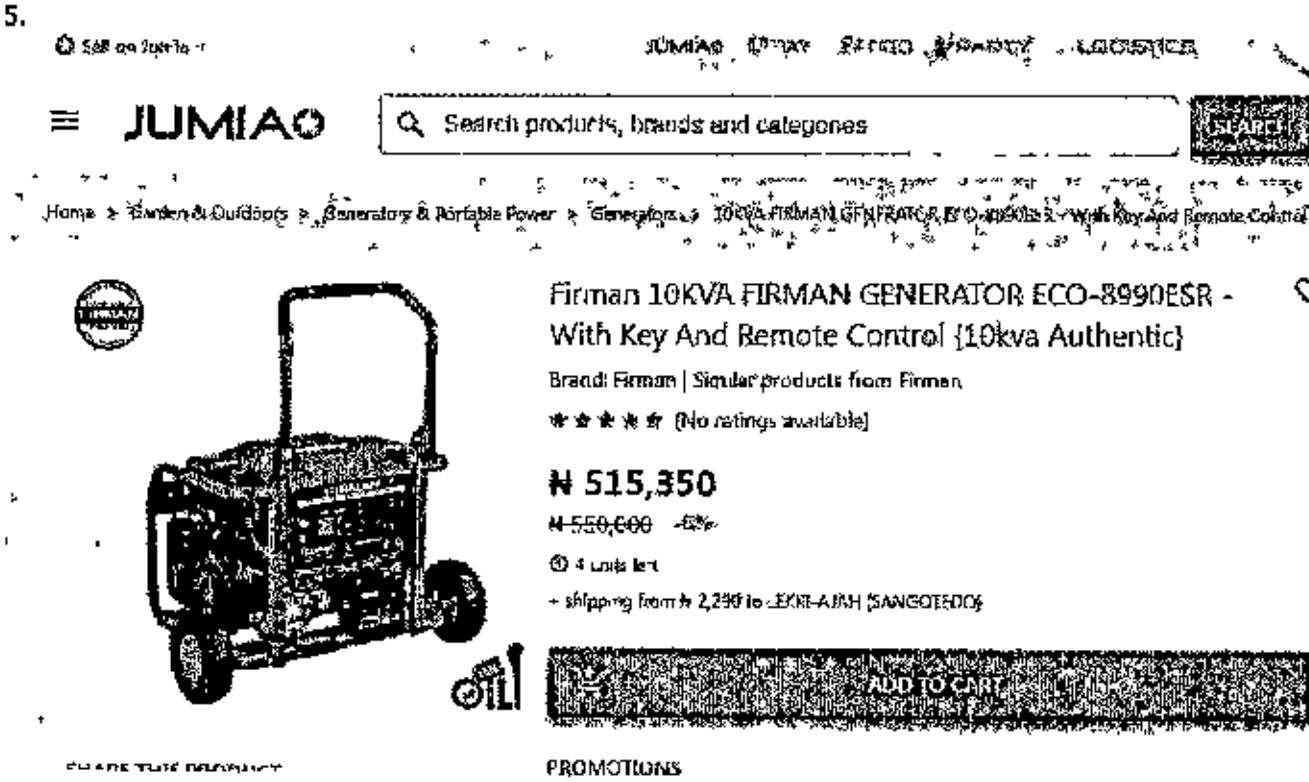
5.



PLEASE TAKE NOTE THAT SOME OF THE SITES LISTED THEIR RATES IN DOLLARS AND SHIPPING FEES ALSO APPLIES, EVEN FOR THE ONES WITHIN NIGERIA.