

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

SUIT NO: FCT/HC/CV/

MOTION NO:

36 paragraphs
Affidavit
/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

MOTION EX-PARTE
BROUGHT PURSUANT TO ORDER 42 RULE 8 OF THE HIGH COURT
OF FEDERAL CAPITAL TERRITORY (CIVIL PROCEDURE) RULES
2018, AND UNDER THE INHERENT JURISDICTION OF THE COURT

TAKE NOTICE that this Honourable Court will be moved on the _____ day of _____ 2023 at the hour of 9 0'clock in the forenoon or so soon thereafter as the counsel for the Respondent/Applicant will be heard for:

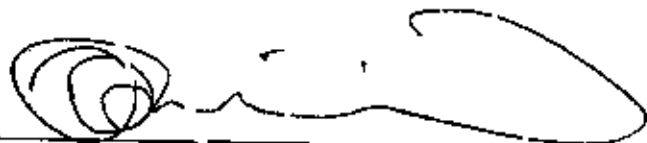
1. **AN ORDER** of this Honourable Court directing the Defendants/Respondent to unconditionally grant access to the Plaintiff, its Client and Students to access its Film institute located at No. 12 Kilometer, Kubwa Express way, Dutse Junction, Abuja Federal Capital Territory pending the determination of the motion on Notice.
2. **AN ORDER** of this Honourable Court restraining the Defendants/Respondent, their agents, privies, however called from further denying the Plaintiff access to their possessory rights on its Film institute located at the 1st Defendant's premises No. 12 Kilometer, Kubwa Express way, Dutse Junction,

P. 2852320
N. 12852320
07/08/2023

No. 12 Kilometer, Kubwa Express way, Dutse Junction,
Abuja Federal Capital Territory pending the determination
of the Motion on Notice.

3. AN ORDER of this Honourable Court Directing the Defendants to grant access to the Plaintiff to take out its deteriorating equipments worth millions of Naira locked up for more than one year for urgent Cleaning and maintenance services to avoid further deterioration.
4. AND for such further order or other order(s) as this Honourable Court may deem fit to make in the circumstances.

Dated the 8th Day of August 2021



✓ Dayo G. Ashonibare, Esq. LL.M. ACI Arb. (UK)



Ele Ashonibare, Esq
Simiat Suleiman, Esq
Smart Fynaeface Wofuru Esq
Blessing Etamessor Esq
(Plaintiff's Counsel),
Levite Solicitors & Arbitrators,
Suite SF 22 Anafara'a Plaza,
First Avenue, Gwarinpa
FCT-Abuja
08033661414

levitesolicitors@gmail.com
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NOT FOR SERVICE

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

SUIT NO: FCT/HC/CV/

/2023

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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 1stDefendant 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 Administration, Human Resources and Chairman Rent Committee of the 1st Defendant who received the cash payment of 1-million-part payment of the rent after allocation despite refusal by the Plaintiff and subsequently supervised the Illegal and Unlawful closure of the Plaintiff training institute.**

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 the 1st Defendant - Public Service Institute of Nigeria (PSIN), which was by an offer letter dated 3rd day of July 2019 rented to the Plaintiff. **The offer letter is heret y 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 heret y 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 me 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 Koso Corporate 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 the said training institute with access denied since 22nd February 2022 till date is worth over ₦60,000,000 (Sixty Million Naira) and it is gradually deteriorating.
23. That despite letter of demands to the Defendants from my humble self, our solicitors and joint meetings the Defendant still failed to allow us access to the training institute. **Copies of the letters are hereby attached and marked as Exhibit A4.**
24. 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 A5.**

25. That pursuant to the meeting, the Defendants agreed for a joint inspection and at the inspection it was observed that our training institute was bugled, traces of new paintings and some of our equipments and generator set were already missing.

26. That the equipments missing thus far are stated below for specificity;

- 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 – A large 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 A6**

27. That our business has suffered serious setback since the unlawful locking of the training institute and thereby making us indebted.

28. 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. 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.

30. 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, the remaining equipments would continue to deteriorate and might be stolen.

31. That the Plaintiff is greatly perplex and humiliated by the event that happened and had suffered financial losses as a result of the arbitrary lock up of the Plaintiff's Film and Media training institute.

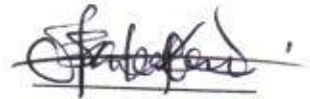
32. That I know as of fact that unless this Honourable Court restrains the Defendants, the Defendants will continue in taunting and trespassing on the possessory rights of the Plaintiff.

33. That this application is to preserve the res pending the eventual determination of the substantive suit.

34. That the Plaintiff will be highly prejudice if this Application is refused while granting same will not prejudice the Defendants.

35. That I know as of fact that unless this Honourable Court restrains the Defendants, the Defendants will continue in taunting and trespassing on the possessory rights of the Plaintiff.

36. That I make this affidavit in good faith, believing same to be true and done in accordance with the Oaths Act.



DEPONENT

SWORN to at the High Court Registry, FCT

This 9th day of August 2023

RECEIVED
HIGH COURT OF FCT ABUJA
COMMISSIONER FOR OATH
HASSAN A. SADIQ
Date: 09/08/23
COMMISSIONER FOR OATHS



Exh A1

PUBLIC SERVICE INSTITUTE OF NIGERIA (PSIN)

Office of the Administrator / CEO

08071160981

08036297499

09082777756

P.M.B. 08 Kubwa

Dutsen - Alhaji Junction,

Kubwa Express Way, Abuja.

PSIN/AF/10/1041/VOL.1/073

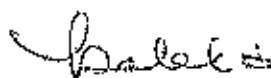
8TH JULY, 2019.

THE MANAGING DIRECTOR,
AFRIGOS FILM AND MEDIA ACADEMY
No 759, INDEPENDENCE AVENUE,
CENTRAL BUSINESS DISTRICT,
ABUJA.

LETTER OF OFFER TO LET

In response to your letter, I am directed to offer you on behalf of the PSIN, your Landlord the old Computer Building under the following terms and conditions:

- i. Location - Old Computer Building located immediately to the right side of the main gate house,
 - ii. Term: 3 (three) years renewable upon satisfactory performance,
 - iii. Rent: Three Million (3,000,000.00) Naira per year payable quarterly
 - iv. Expenses incurable by your Organization for the Construction and Rehabilitation of the building shall be Three Million (3,000,000.00) Naira only recoverable within three years as agreed.
2. You are to indicate in writing the acceptance of this offer within one (1) week from the date of this offer.
 3. You are to also liaise with the Legal Adviser to formalize your agreement.
 4. Should the above terms be acceptable to you, kindly make payment into the Treasury Single Account (TSA) of the Federal Government.
 5. Accept the warm regards of the Administrator/CEO.


O. A. Salako (Mrs.)
Legal Adviser

For: Administrator/CEO

1

Exh A2

TENANCY AGREEMENT

BETWEEN

PUBLIC SERVICE INSTITUTE OF NIGERIA (PSIN)
(LANDLORD)

AND

AFRIGOS FILM AND MEDIA ACADEMY LIMITED
(TENANT)

Prepared by
Legal Unit
Public Service Institute of Nigeria
Dutsen-Alhaji Junction
Km 12, Kubwa Expressway
Abuja, FCT.

THIS MOU is made this 10th day of July, 2019

BETWEEN

Public Service Institute of Nigeria (PSIN), Dutsen - Alhaji Junction, 12 KM Kubwa Expressway, Kubwa, Abuja - FCT, represented by **Dr. Abdul-Ganiyu Obatoyinbo** (Administrator/ Chief Executive Officer) of the Institute, for and on behalf of the Public Service Institute of Nigeria (hereinafter referred to as "**LANDLORD**") which expression shall, where context so admits, include its successors in-title and assigns of the one part.

AND

AFRIGOS FILM AND MEDIA ACADEMY LIMITED, of Plot 759, Independence, Central Business District, Abuja and represented by **Paulgold Olalekan Joseph** (hereinafter called "**TENANT**"), which expression shall, where the context so admits include its successors in-title and assigns of the other part.

WHEREAS:

1. The Landlord is the owner of land which include the appurtenances thereto situate, lying and known as Public Service Institute of Nigeria (PSIN) on behalf of Federal Government.
2. The Landlord agrees to let and the Tenant agrees to take the tenancy of Old Computer Building beside the entrance gate described in (1) above subject to the terms, conditions and stipulations hereinafter set forth.

NOW THIS TENANCY AGREEMENT WITNESSETH as follows:

- 1 In pursuance of the said agreement and in consideration of the rent hereinafter reserved and of the covenants, conditions and stipulations on the part of the Tenant hereinafter contained and to be observed and performed the Landlord hereby demises to the Tenant and the Tenant hereby takes tenancy of the Old Computer Building beside the entrance gate lying, being and situate at Public Service Institute of Nigeria (PSIN) (hereinafter called "the Demised Premises") TO HOLD unto the Tenant for a term of Three (3) years certain commencing from the 10th day of September 2019 PAYING THEREFORE the net rent of Three Million Naira Only (N3,000,000.00) per annum payable quarterly (the receipt whereof the Landlord hereby acknowledges).

2.0 **THE TENANT** to the intent that the obligations may continue throughout the term created hereby covenants with **THE LANDLORD** as follows:

- 2.1. To pay the rent herein reserved in the manner aforesaid.
- 2.2. To pay and discharge all electricity, environmental bills, appropriate water bills, and other outgoing rates which are charged upon the Demised Premises or the occupier thereof by the appropriate authority and shall furnish evidence of payments to the Landlord.
- 2.3. To keep and maintain the Interior of the Demised Premises and all Landlord's fixtures and fittings and all additions thereto in good tenantable repair and condition reasonable wear and tear accepted.
- 2.4. To permit the Landlord and its agents with or without workmen at all reasonable times during the day time upon giving 24 hours notice to enter upon the Demised Premises to examine the state of repairs and condition thereof.
- 2.5. To keep the Demised Premises in a proper and neat order and condition at all times.
- 2.6. To give notice to the Landlord immediately after the occurrence of any damage to or destruction of the Demised Premises or any part thereof (describing the extent and stating if possible its cause) which the Tenant is under obligation to repair or maintain.
- 2.7. To use the Demised Premises for academic purposes only. Any change in use shall be with the consent of the Landlord.
- 2.8. To ensure that hazardous or inflammable or any intoxicating material is not stored in the premises.
- 2.9. Not to assign or sub-let or part with possession of the Demised Premises or any part thereof without the prior consent of the Landlord, provided that such consent shall not be unreasonably withheld by the Landlord in the case of a respectable and responsible person.
- 2.10. Not to make or permit to be made any alteration(s) in or addition to the Demised Premises without the prior consent of the Landlord and Town Planning Authorities, provided that such consent will not be unreasonably withheld by the Landlord.
 - a) Not to do or permit to be done any act or thing which may constitute a nuisance or disturbance to the Landlord, other tenants or occupiers of adjoining premises. **There shall be no rearing of animals, dogs, birds etc., in the premises.**

2.11. Not to affix signs to the exterior of the Demised Premises without the prior written consent of the Landlord.

2.12. The Tenant shall obtain and maintain a comprehensive general liability insurance approved by the Landlord for all risk property damage on the Demised Property.

2.13. At the expiration or sooner determination of the term to repair and or replace all damaged or missing Landlords fixtures and fittings and peaceably yield up to the Landlord the Demised Premises with all additions thereto (except Tenant's fixtures and fittings) in such repair and condition as shall be in accordance with the covenants herein before contained.

3. **THE LANDLORD** to the intent that the obligations may continue throughout the term granted hereby covenants with **THE TENANT** as follows:

3.1. That the Tenant paying the rent hereby reserved and observing and performing the several covenants and obligations under this Agreement shall peaceably hold and enjoy the Demised Premises without any interruption by the Landlord or any person rightfully claiming through or in trust for it.

3.2. To keep the exterior of the Demised Premises including boundary walls structurally sound, wind and watertight.

4. **PROVIDED ALWAYS** and it is hereby agreed as follows:

4.1. If any whenever during the said term the rent or any part thereof shall be in arrears and unpaid for twenty-one (21) days next after becoming payable (whether formally demanded or not) or if there shall be a breach or non-observance of any of the covenants aforesaid on the part of the Tenant, it shall be lawful for the Landlord at anytime to re-enter into and upon the Demised Premises or any part thereof in the name of the whole and thereupon this tenancy shall absolutely cease and determine and the Landlord shall hold and enjoy the same as if this Tenancy had not been granted but without prejudice to any right of action or remedy of the Landlord for any antecedent breach of covenant by the Tenant.

4.2. The Landlord may on the written request of the Tenant made not later than 3 (three) calendar months before the expiration of the term hereby created and if there shall not at the time of such request be any

HIGH COURT OF PUNJAB
EXHIBIT
HASSAN A. SADIQ
Sign:
Date: 9/6/2019

B.I. DAKUM & CO.



Exh A

The Administrator/Chief Executive Officer,
Public Service Institute of Nigeria,
Plot 12, Kubwa Expressway,
Gute Junction,

APPEAL FOR A MEETING

We continue to act as solicitors to Afrigos Film & Media Academy Ltd hereafter referred to as our client and on whose instructions and behalf we write you.

Recall that we wrote you on the 2nd March 2022 wherein we demanded that you unlock our client's shops at Old Computer Building comprising of eight (8) rooms at Public Service Institute of Nigeria, Kilometer 12, Kubwa Expressway, Gute, Abuja forthwith within twenty four (24) hours.

However, our client is appealing that you avail it an opportunity to have a meeting with you and iron out the issues in contention between our client and the institute so that the long existing relationship may continue.

Subject to your overriding convenience we suggest Monday the 25th April, 2022 at the Public Service Institute of Nigeria by 11:30am.

We shall be pleased if our appeal is given due and favourable consideration.

Thank you.

Yours faithfully,


Bale I. Dakum, Esq.
Head of Chambers

HIGH COURT OF FCT ABUJA
EXHIBIT
HASSANA SADIO
Sign: Date:

HIGH COURT OF FCT ABUJA
EXHIBIT
NASSARUA, SADIQ
Sign:..... Date:.....



1st Day of March, 2023

Dr. Abdulganiyu Obatoyinbo
The Administrator/CEO
PUBLIC SERVICE INSTITUTE OF NIGERIA (PSIN)
Kilometer 12, Kubwa Expressway,
Dutse Junction
Abuja



Sir,

RE: FINAL DEMAND NOTICE FOR THE IMMEDIATE OPENING OF THE UNLAWFULLY LOCKED FILM AND MEDIA INSTITUTE IN THE OLD COMPUTER BUILDING OCCUPIED BY AFRIGOS FILM & MEDIA ACADEMY LTD

The above subject matter refers.

We act as Solicitors to **Afrigos Film & Media Academy LTD** "your tenant" hereinafter referred to as "Our Client" and on whose clear instructions and authority we write.

Please kindly refer to all correspondences and meetings in respect of the above subject matter.

Our Client has informed us of the following facts to which we verily believe same to be true:

1. It is Our Clients brief that sometimes In November, 2019 in a bid to secure a suitable training centre for its Film and Media Academy, Our Client came across an abandoned and dilapidated building referred to as old computer building within the premises of Public Service Institute of Nigeria (PSIN), which was by an offer letter dated 8th day of July 2019 rented to them.
2. The whole transaction took place in October 2019 but the offer letter was erroneously back dated to read July 2019 in which Our Client raised concerns on the discrepancy but it was promised by your Institute, that it will be regularized in the final agreement but unfortunately it was not.
3. That the said old computer building was unanimously agreed with the Institute to be renovated and put in a tenantable and habitable condition at the sum of **N3, 000,000.00**

Suite SF22 Anafara's Plaza Opposite IBB POLO Club First Avenue,
Gwarinpa FCT-Abuja

09072380275

Heat of Service
Original copy collected by
Mr. Abubakar T. P.

(Three Million Naira only), been the equivalent to the total annual rental value sum payable by our Client to be recovered by instalments over a three (3) years period.

4. Our Client further informed us 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 one Saheed Yusuf (Director Human Resource & Rent Committee) who insisted that the said sum must be paid in cash to the Committee in which Our Client's Managing Director in the person of Paulgold Olalekan refused to pay the said amount until you asked him to meet with you in your house in Asokoro where he waited till midnight before you attended to him.
5. Our Client further informed us that you instructed its Managing Director to go ahead and pay the money in cash that there was nothing to be scared of and you further assured him that a receipt of ₦4, 000, 000.00 (Four Million Naira) will be issued to him, covering for the cash deposit of 1 million and the 3 million naira which he be spent in renovating the building.
6. That Pursuant to the directives above and your assurances, the cash payment of ₦1,000,000.00 (One Million Naira) was paid and was received in the hand of Saheed Yusuf in the presence of all the committee members (Ngozi Ogwumike, Ifeanci and Adeola Salako) but surprisingly, none of them agrees to the responsibility of issuing receipt of payment, as they keep pointing at the Legal Adviser who never sits in the office.
7. Although the period of tenancy is for three (3) years, however a moratorium period of six (6) months was agreed to enable Our Client effect the renovation and rehabilitation of the premises which was almost at verge of collapsing.
8. That access to the property was granted our client on the 11th day of November 2019, and they commenced renovation as agreed and barely in few months of the moratorium period before the nationwide Covid-19 lockdown was declared by the Federal Government which hampered the process.
9. That our client's Managing Director informed your Institute shortly after the lockdown of the predicament and the resultant bad effect it had on the already renovated parts of the property due to the fact that the building was abandoned shortly after the renovation as a result of the locked down in which you further directed that the renovation be done again 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.
10. Our Client informed us that pursuant to the above he took a loan facility to repeat the renovation thereby expending the total sum of ₦7, 500,000.00 (Seven Million, Five Hundred Thousand Naira) for both renovations.
11. That to the greatest surprise of our client while the negotiation of the above was still ongoing, your Chief Security officer who claimed to be acting on your instruction with

armed police men send all the members of staff of our client out and locked up the training Institute even without giving any prior notice or stating the reason for the act and the building remained unlawfully locked since the 10th of February, 2022.

12. Our Client further informed us 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, table, cabinets, editing and postproduction suite with IMAC computers and Windows as well (Also containing clients' jobs worth about hundreds of millions of naira) and equipment worth ₦60,000,000 (Sixty Million Naira) were unlawfully locked up in the building.
13. Our Client's Managing Director informed us that after so much appeal for the building to be opened after it was unlawfully locked on the claim that he was in arrears of rent, he was directed by Adeola Salako (Legal Adviser) to pay some money to the TSA account in which he paid the sum of ₦500,000.00 (Five Hundred Thousand Naira) into TSA account of the PSIN but despite the payment made the training centre still remained unlawfully locked.
14. Our Client's Managing Director further informed us that in one of the purported peace meeting with the Director Human Resource and Chairman allocation committee and other committee members he insisted that he wanted to see the locked building to aid process of amicable settlement.
15. That our Client observed on the tour that their canon C200EP Cinema Camera, 24-105 lens + lens kit and A core i7 4.0 GHZT workstation was missing in the building in which he complained about but nothing was done.
16. That since the Unlawful and illegal locking of Our Client's training centre where they are currently in possession, they have lost huge contracts from international organizations and other projects have been withdrawn due to lack of equipment /venue to carry its training.
17. Assuming without conceding that Our Client was in arrears, there are conditions precedent and procedures provided by law to evict a tenant whose tenancy is determined in whatever form but your institute chose to jettisoned those processes and resorted to self-help heavily frowned at by our law.
18. From the foregoing we state categorically that your actions amounts to self-help, intimidation, a breach of the tenancy agreement and the provision for quiet enjoyment of the premises, trespass and violation of our client's right because, there currently exist a valid and subsisting tenancy agreement between the institution and our client.
19. We have taken time to chronicle the event leading to this Demand to enable your understand the injustice that have been done to Our Client who has been out of business and most of his staff are currently out of employment due to the unlawful closure of Our Client's institute.

20. Consequently we hereby demand the following that within **Seven (7) days** of service of this letter, the date of service inclusive:

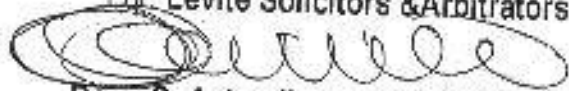
- i. Immediate opening of Our Client's illegally locked training facility.
- ii. A joint inspection team to assess and take inventory of Our Clients' properties and immediate replacement of any missing item.
- iii. Letter of Apology for extreme ill will and malice exhibited towards our client.
- iv. Payment of the sum of 5, 000,000.00 (Five Million Naira) only as compensation for lost of revenue as a result of the illegal closure and for the extreme ill will and malice exhibited towards our client.

21. Kindly be advised that, should you fail, refuse, ignore or neglect to meet to this **demands within Fourteen (14) days**, we have the authority of our client to take necessary legal steps, using all legal means including but not limited to instituting a suit to ensure Justice is served.

Please be guided accordingly.

Yours faithfully,

For: **Levite Solicitors & Arbitrators.**



Dayo G. Ashonibare, Esq.,LLM,ACIarb (UK)
Head of Practice/Managing Partner
(08033661414)



CC: The Head of Service of the Federation,

Federal Secretariat Complex,
Phase II, Shehu Shagari Way
Three Arms Zone, Abuja

HIGH COURT OF FCT ABUJA
EXHIBIT
HASSANA GADJO
Sign: Date:



UGOFESTUS DIVINE GLOBAL VENTURES LTD.

B96, Alaba Int'l Market, Ojo, Lagos. Tel: 08060208420, 07083152266

Exh A6

Professional/Amateur
Digital/Analog
Video/Photo Camera & Accessories
Audio Cables, Professional Tripod Stand,
Smoke Machine, Video Light,
Stage Light, General Electronics



Buyer: M. AFRIGOS
FILM & VIDEO
ACADEMY
Tel: ABUTA

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Qty Ordered	Description of Goods	Unit Price	Amount
1	Canon EOS C200 EF Cinema Camera and 24-105 Rokinon Lens \$ KIT with Libec tri Pod		2,542,000
1	Sound Card-Mix \$ Master		225,000
2	Rode NT2-A studio solution condenser mic rophone		420,000
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209

Qty Ordered	Description of Goods	Unit Price	Amount
1	Roland FANTOM 8 Music Workstation Keyboard S/N 327391		2,750.00
1	Genelec 8020A LSE Espresso - 5.1 Moni- toring System for Pro Audio Application (Producer finish)		2,485.00
			5,235.00

Goods once inspected and approved

Goods once inspected and accepted and paid for are not returnable.
A refund is given if:

Amount in words Five million

TOTAL # 123500

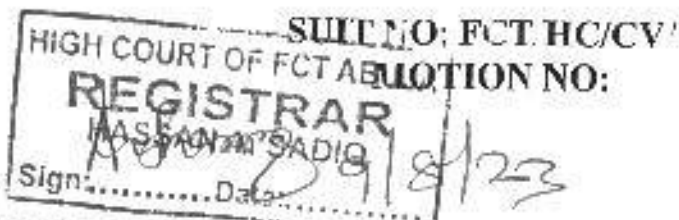
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HIGH COURT OF FCT ABUJA
EXHIBIT
HASSANA A. SADIQ
Sign: Date:

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



/2023

BETWEEN:

AFRIGOS FILM & MEDIA ACADEMY LTD

PLAINTIFF

AND

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

DEFENDANTS

WRITTEN ADDRESS IN SUPPORT OF MOTION ON NOTICE

1.0. INTRODUCTION

- 1.1. This application is brought pursuant to Order 43 Rule 1 of the High Court Federal Capital Territory (Civil Procedure) Rules 2018, and under the Inherent Jurisdiction of the Honourable Court. It prays for:
 - i. **AN ORDER** of this Honourable Court directing the Defendants/Respondent to unconditionally grant access to the Plaintiff, its Client and Students to access its Film institute located at No. 12 Kilometer, Kubwa Express way, Dutse Junction, Abuja Federal Capital Territory pending the determination of the Motion on Notice.
 - ii. **AN ORDER** of this Honourable Court restraining the Defendants/Respondent, their agents, privies, however called from further denying the Plaintiff access to their possessory rights on its Film institute located at the 1st Defendant's premises No. 12 Kilometer, Kubwa Express

way, Dutse Junction, Abuja Federal Capital Territory pending the determination of the Motion on Notice.

- iii. AN ORDER of this Honourable Court Directing the Defendants to grant access to the Plaintiff to take out its deteriorating equipments worth millions of Naira locked up for more than one year for urgent Cleaning and maintenance services to avoid further deterioration.
- iv. AND for such further order or other order(s) as this Honourable Court may deem fit to make in the circumstances.

1.2. The application is supported by a 6-paragraph affidavit deposed to by Paulgold Olalekan, Managing Director of the Plaintiff/Applicant.

2.0. BRIEF STATEMENT OF FACTS

- 2.1. The Respondent/Applicant urges My Lord to consider the averments in the affidavit in support, the exhibit annexed to the affidavit in support of this motion in granting our application.

3.0. ISSUE FOR DETERMINATION

- 3.1. The only issue arising for determination before this Honourable Court is;

WHETHER THIS APPLICATION IS MERITORIOUS BASED ON THE FACTS AND CIRCUMSTANCES OF THE CASE.

4.0. LEGAL ARGUMENT

- 4.1. My Lord, the Plaintiff/Applicant is calling on the urgent and immediate protection of this Honourable Court from Arbitrary abuse of power by the Defendants who has the antecedence and precedence of arbitrarily locking up and denial of access to the Plaintiff's Film and Media training institute, thereby denying the Plaintiff of their possessory rights without following the due process of law.
- 4.2. We submit most humbly that this Honourable Court is empowered to entertain and grant an application of this nature. We equally submit that the Plaintiff/Applicant have furnished enough affidavit and documentary evidence justifying the urgency of the grant of this Application.

- 4.3. My lord the Rules of this Honourable Court by Order 42 Rule 8 empowers your Lordship to an injunction to restrain the Defendants from the repetition of a wrongful act or breach of contract complained of or from the commission of any injury relating to the same property pending the determination of the substantive suit.
- 4.4. More so, it is trite law that in determining an application of this nature, this Honourable court will consider the following factors:
 - a) The legal right of the Applicant.
 - b) Whether there exist triable issues.
 - c) Balance of convenience.
 - d) Irreparable damage/injury.
 - e) Conduct of the parties.
 - f) Alternative remedy, we refer my noble lord to the case of **ABOSELEHYDE LABORATORIES PLC V. UNION MERCHANT BANK LTD. (2013) NSCQR VOL. 54 PAGE 120.**
- 4.5. It is trite that for an Applicant to succeed in an application for injunction he must show or establish that he has a legal right which ought to be protected in respect of the subject matter.
- 4.6. My Lord, the Plaintiff/Applicant is the lawful tenant and owner of the AFRIGOS Film& Media Academy LTD located in the premises of the 1st Defendant. The Applicant has his interests rooted in the tenancy granted by the Defendants; we humbly refer my Lord to the Exhibits attached to the supporting affidavit. The Applicant stand to lose the possessory rights accrued to them as the person currently in lawful possession.
- 4.7. It is our humble submission that the averments contained in the affidavit and exhibits in supports of this Application clearly and sufficiently establish the legal right of the Plaintiff/Applicant which this Honourable Court has a duty in law to protect and we urge my Lord to so hold.
- 4.8. We further submit that what is required at this stage is for the applicant to show that his legal right is threatened or abused and not whether he will succeed in the substantive suit. We refer this Honourable Court to the cases of **AKIBU v. ODUNTAN (1991) 2 NWLR (PT. 171) 1 AT 10 PARA. B, SARAHI v. KOTOYE (1990) 4 NWLR (PT. 143) 114 AT 174 PARAS B-C, EZEBILO v. CHINWUBA (1997) 7 NWLR (PT. 511) 108 AT 124 PARAS. C-D.**
- 4.9. At this point nothing more needs to be said, the act of the Defendants to deny the Plaintiff/Applicant their possessory rights thus vested, the legal

right of the Applicant is threatened and must be protected by this Honourable Court pending the hearing and determination of the substantive suit and we urge my Lord to so hold,

- 4.10. We humbly submit that to arrive at the conclusion as to whether or not a triable issue has been made out, the court is enjoined to look at the whole case before it, all the circumstances which include the affidavits and the pleadings filed, especially the Plaintiff's statement of claim. Please see the case of **SARAKI V. KOTOYE (1991) 4 NWLR (PT.229) 315 AT 336-337 PARAS B-C.**
- 4.11. It is settled law that the Plaintiff/Applicant is not required at this stage to make out a case as he would on the merits. It is sufficient that he should establish that there is a substantial issue to be tried at the hearing. **ONYESOH V. NNEBEDUM (1992) 3 NWLR (PT. 229) 315 AT 336-337 PARAS. E-F.**
- 4.12. we submit therefore that the entire processes before this honourable court disclose a substantial issue fit to be tried at the hearing. The Plaintiff/Applicant is claiming vested interest on the property and the protection of his Possessory rights.
- 4.13. The question which this court must resolve is whether the Defendants can unilaterally trespass and forcefully intrude on the Possessory right of the Plaintiff/Applicant. Your lordship will also determine whether the reason that the Defendants claims to have an interest in taking possession without same being determined is sufficient legal ground for the conduct of the Defendants.
- 4.14. My noble lord, if this Honorable Court does not restrain the Defendants/Respondents, they will proceed to illegally continue to intrude on the possessory rights of the Plaintiff/Applicant. The Defendants may even continue with their illegal and unlawful detention of the Plaintiff's property.
- 4.15. The consequence of this is that should your Lordship refuse this application, the Defendants/Respondents will continue to jeopardize the Plaintiff/Applicant's possessory interest on the property. Please see the case of **KOTOYE V. CBN (1989) INSCC 239 AT 251 LINES 15-20; OBEYA MEMORIAL SPECIALIST HOSPITAL V. A.G. FEDERATION & ANOR (1987) 7 SCNJ 42 AT 44.**
- 4.16. My Lord, the conduct of the Defendants is reprehensible and must be

controlled by this Honourable Court viz: the reliefs sought in this application.

- 4.17. It is our humble submission that actions of the Defendants are unjustified, unlawful and that this Honourable court ought to restrain their acts.
- 4.18. We submit that there exists no alternative remedy available to the Plaintiff/Applicant in law if their legal right in respect of the subject matter of this suit is allowed to be violated as a consequence of the Respondents' actions.
- 4.19. My Lord, the fact that the Plaintiff/Applicant might succeed in the substantive suit is not a ground for refusal of an application for injunction. See *ONYESOH v. NNEBEDUM* (SUPRA) AT 339-340, PARAS. C-A.

5.0. CONCLUSION

- 5.1. We urge your Lordship on the strength of all the facts and documents before your Lordship, to grant our humble application.

Dated the 8th Day of August 2023


✓ Dayo G. Ashonibare, Esq. LL.M. A.C.I.Arb. (UK)
Ene Ashonibare, Esq.
Simiat Suleiman, Esq.
Smart Fynaeface Wofuru Esq.
Blessing Etamessor Esq.
(Plaintiff's Counsel),
Levite Solicitors & Arbitrators,
Suite SF 22 Anafara's Plaza,
First Avenue, Gwarinpa
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I understand

Examples:

- you were never ⁽²⁾ part of all the meetings
- you did not author either of his letters.
- By this letter you agree with me that indeed ~~there~~ items were missing in the building.
- you confirm that you resigned later, what do you mean by that
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- ~~Do~~ Do you know he ^{want to change} ~~change~~ ^{anything} ~~anything~~ ^{he} ~~he~~
Plaintiff in this case.

- you are not Abdulganiyu Obatogbinbo
or Saheed Yusuf.

- Do you know one Ngozi Ogunwade, Ifeanyi and Adeola Salifu

- ~~for~~ In line with paragraph 6
that means there was negotiation
offer.

- Do you have security in PSN or Uts
just an open gate.

- you confirm to this Court that
key(s) were handed down to the
Plaintiff (Paragraph 12)

- when did you discover that he
had moved in.

- you agree with me that there was
joint inspection on the 18th April,
2023. you were not part of the
inspection so you could know

- Do you have any evidence that
you made formal application. you
will also not know because

Exh A4



Payment Reference
Number: 3206

Payment Reference (PSR)

3206-1958-1614

PAYEE INFORMATION

NAME: AFRIGOS FILM & MEDIA ACADEMY LTD
EMAIL: info@afrigosfilm.com
PHONE NUMBER: +234 803 776 1263

PAYMENT DETAILS

AMOUNT	DATE	SERVICE DESCRIPTION	AMOUNT	CHARGE	TOTAL
			PAID	CHARGE	
		RENT OF FACILITIES	500,000.00	1,150.00	501,150.00
		TOTAL PAID	500,000.00	1,150.00	501,150.00
		TOTAL AMOUNT			501,150.00
		BALANCE DUE			0.00

BILLER REQUIRED INFORMATION

NAME: PSIN
Description: Old Computer Building by AFRIGOS
Card Code: (K Unknown)
Card No: 5000014527

PAYMENT CHANNEL INFORMATION

PAYMENT CHANNEL: MASKED CARD PAY
CARD PAYMENT: XXXXGXXX00000228
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CARD SCHEME: MASTERCARD

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ACADEMY
Tel: 08141121121

SALES INVOICE

INVOICE NUMBER	DAY	MONTH	YEAR
00072	10	09	2019

Qty Ordered	Description of Goods	Unit Price	Amount
1	Canon 20sC200 EF Cinema camera and 24-105 Rokino Lens \$1K11 with Libec tri Pod		3,542,500
1	Sound Card-Mix \$ Master		225,000
2	Rode NT2-A studio solution condenser mic rophone		430,000
4,197,600			

Goods once inspected and accepted and paid for are not returnable

Amount in words: Four million **TOTAL \$** 4,197,600
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Abuja

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Qty Ordered	Description of Goods	Unit Price	Amount
1	Roland FANTOM 8 Music Workstation Keyboard S/n 327391		2,750,000
1	Genelec 8020D-LSE Espresso - 5.1 moni toring system for Pro Audio Application (Producer finish)		2,485,000
5,235,000			5,235,000

Goods once inspected and accepted and paid for are not returnable

Amount in words: Five million

two hundred and thirty five thousand

Naira only

TOTAL: 5,235,000

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D. A. Muhammad
D. A. Muhammad,
Director Legal Services
1st, 2nd & 3rd Defendant/Defendant's Counsel,
LEGAL DEPARTMENT,
Public Service Institute (PSIN)
Kilometer 12, Kubw Expressway,
Dutse Junction,
FCT
Abuja.
Phone: 0803 311 9403

FOR SERVICE ON

Counsel to the Plaintiff
Dayo G. Ashonibare, Esq
Ene Ashonibare, Esq
Simlat Suleiman, Esq
Smart Pynaeface Wofuru, Esq
Blessing Etamessor, Esq
Levite Solicitors & Arbitrators
Suite SF 22 Anafara's Plaza,
First Avenue, Gwarinpa,
FCT Abuja.

4th DEFENDANT

HEAD SERVICE OF THE FEDERATION

Federal Secretariat Complex,
Phase II, Shehu Shagari Way,
Three Arms Zone,
FCT-Abuja.

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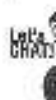
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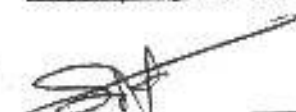
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