

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

DEFENDANTS

PRE-ACTION COUNSELLING CERTIFICATE

Dayo G. Ashonibare Esq, Legal Practitioner of Suite SF 22 Anafara'a Plaza, First Avenue, Gwarinpa Abuja and counsel to the Plaintiff have gone through the facts of the case of the said Plaintiff and on my honour have appropriately counselled him on the relative strength of his case or otherwise.

DATED THIS 8TH OF AUGUST 2023



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

Enc 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
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.



Exh A1

PUBLIC SERVICE INSTITUTE OF NIGERIA (PSIN)

Office of the Administrator / CEO

08071160981

08036297499

09082777756

P.M.B. 08 Kubwa

Dutse - Alhaji Junction,

Kubwa Express Way, Abuja.

PSIN/AE/10/10-EE/VOL.1/075

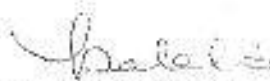
8th JULY, 2019

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

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 tenable 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