

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

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

BETWEEN

AFRIGOS FILM & MEDIA ACADEMY LTD

PLAINTIFF

AND

- | | | |
|---|---|-------------------|
| <ul style="list-style-type: none">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 |
|---|---|-------------------|

1st, 2nd AND 3RD DEFENDANTS' STATEMENT OF DEFENCE

SAVE AND EXCEPT as hereinafter expressly admitted, the 1st -3rd Defendants deny each and every allegation of fact contained in the statement of claim as if the same were set out seriatim and traversed paragraph by paragraph.

- 1) The 1-3 Defendant's admit paragraphs 1-5 of the statement of claim.
- 2) The 1-3 Defendants deny paragraph 6 of the statement of claim to the extent that the computer building within the premises of the 1st Defendant is not an old building and was never abandoned.
- 3) The 1-3 Defendants deny paragraphs 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 and state as follows.

Official
8/14/2024

- 4) Sometimes in 2019 the plaintiff approached 1st defendant and signified interest to lease the computer building within the premises.
- 5) After negotiation, an offer letter dated 8th day of July 2019 was given to the plaintiff.
- 6) During the course of the negotiation it was agreed that the plaintiff should pay Three Million Naira (₦3,000,000.00) per annum for three (3) years lease of the premises.
- 7) It was left for the plaintiff to accept the terms of the offer by writing an Acceptance letter to the 1st defendant which was not done.
- 8) The offer letter Exhibit A1 has stated that the plaintiff is to liaise with the legal adviser in order to complete the process of the negotiation and Contract Agreement execution which will then crystalize into Contract, and **Exhibit A1** does not confer the status of a contract relationship between the plaintiff and the 1st defendant.
- 9) The keys of the premises given to the plaintiff was preparatory to signing of a formal Agreement, and for him to prepare cost of repairs and extent of renovation needed, no approval was granted the plaintiff to move in because no agreement has been signed.
- 10) The 1st defendant was not aware that the plaintiff brought any equipment to the premises, and there was no approval, inventory or joint inspection of the property before the plaintiff moved in.
- 11). Upon the discovery that the plaintiff had moved in to the premises without formalizing of the process or payment of the Agreed sum in the letter of offer, 1st defendant thereafter restrained his access to the premises.
- 12) There was no payment of any sum of money to any of the defendants, apart, from the initial deposit of **Five Hundred Thousand naira (₦500,000.00)** as financial transaction in the institute, as a government body is usually accompanied by issuance of a receipt.

- 13) 1st Defendant had series of meetings with the plaintiff towards the resolution of the matter and on the 18th April, 2023 a joint inspection of the property was made by the plaintiff and the 1st defendant, and plaintiff was told to make a formal application for the Institute to reopen the premises.
- 14) It was after this that the plaintiff alleged that his equipment were missing as stated in **Exhibit A8 i** of the deposition in support of the statement of claim.
- 15) The issue of the missing equipment made the 1st defendant to lodge complaints to the Police who are presently investigating the matter. The complaints letters dated 17th May 2023 and 8th August 2023 to the Police are attached as **Exhibit PSIN 1** and **PSIN 2** and shall be relied upon during trial.
- 16) It is for the above reasons that the plaintiff has been restrained pending comprehensive Police investigation.
- 17) The plaintiff is not entitled to the judgment of this court as there is no contractual relationship between him and the Defendants.
- 18) **WHEREOF** the 1st-3rd Defendants urge the Honorable Court to dismiss this matter in its entirety as the plaintiff's case is unwarranted, frivolous, baseless and lacking in merit.
 - i) that the plaintiff action seeking the orders of payment of N2,500,000.00 (Two Million, Five Hundred Thousand naira only) for loss of the use of the training equipment is highly malicious, lacks any basis and accordingly same be dismissed.
 - ii) an order of perpetual injunction sought by the plaintiff is not only unwarranted but also vexatious and same be refused as this matter will be heard on the merit.
 - iii) that the general and exemplary damages sought are also very frivolous, baseless and same be dismissed.
 - iv) and that the Defendants prays this Honourable Court that the plaintiff pays the sum of N5,000,000.00 (Five Million Naira only), being the cost of this baseless and

unmeritorious litigation against the Government of the Federation.

Dated this 04 day of April 2024.



[Signature]
D. A. Muhammad,
Director Legal Services
1st, 2nd & 3rd Defendant's Counsel,
LEGAL DEPARTMENT,
Public Service Institute of Nigeria (PSIN)
Kilometre 12, Kubwa Expressway, Dutse
Junction, FCT, Abuja.
Phone: 0803 311 9403

FOR SERVICE ON

Counsel to the Plaintiff

Dayo G. Ashonibare, Esq

Ene Ashonibare, Esq

Simiat Suleiman, Esq

Smart Fynaeface 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 Shangari Way,

Three Arms Zone,

FCT- Abuja.

Adopted 27/03/2025



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

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

BETWEEN

AFRIGOS FILM & MEDIA ACADEMY LTD

PLAINTIFF

AND

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

WITNESS STATEMENT ON OATH.

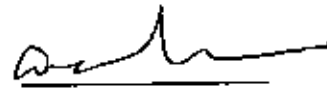
I, Olanipekun Akinwumi A, Male, Adult, Christian of the Public Service Institute of Nigeria under the Office of Head of Civil Service of the Federation OHCSF in the (Presidency), Kubwa, Expressway Abuja, Federal Capital Territory hereby make oath and states as follows:

- 1) That I am conversant with all the facts deposed herein.
- 2) That I depose to this Affidavit with the knowledge and consent of my employer.
- 3) That the deposition in support of the motion on notice is false and misleading and further to this I state that paragraphs 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35 are false and misleading.
- 4) That in answer to the plaintiff deposition/witness on oath herein I state as follows:
- 5) That sometimes in 2019 the plaintiff approached 1st defendant and signified interest to lease the computer building within the premises.

- 6) That after negotiation an offer letter dated 8th day of the July 2019 was given to the plaintiff.
- 7) That during the course of the negotiation it was agreed that the plaintiff should pay Three Million Naira (N3,000,000.00) per annum for three (3) years lease of the premises.
- 8) That it was left for the plaintiff to accept the terms of the offer by writing an Acceptance letter to the 1st defendant which was not done.
- 9) That the offer letter Exhibit A1 has stated that the plaintiff is to liaise with the legal adviser in order to complete the process of the negotiation and Contract Agreement execution which will then become a Contract.
- 10) That Exhibit A1 does not confer the status of a contract relationship between the plaintiff and the 1st defendant.
- 11) That the keys of the premises given to the plaintiff was preparatory to signing of a formal Agreement, and for him to prepare cost of repairs and extent of renovation needed, no approval was granted the plaintiff to move in because no agreement has been signed.
- 12) That the 1st defendant was not aware that the plaintiff brought any equipment to the premises, and there was no approval, inventory or joint inspection of the property before the plaintiff moved in.
- 13) That upon the discovery that the plaintiff had moved in to the premises without formalizing of the process or payment of the Agreed sum in the letter of offer, 1st defendant thereafter restrained his access to the premises.
- 14) That Defendant did not enter any formal Tenancy Agreement with the Plaintiff.
- 15) That there was no payment of any sum of money to any of the defendants, apart, from the initial deposit of **Five Hundred Thousand naira (N500,000.00)** as financial transaction in the institute, as a government body is usually accompanied by issuance of a receipt.
- 16) That plaintiff had series of meetings with the plaintiff towards the resolution of the matter and on the 18th April, 2023 a joint inspection of the property was made by the plaintiff and the 1st defendant, and plaintiff was told to make a formal application for the Institute to reopen the premises.
- 17) That it was after this that the plaintiff alleged that his equipment were missing as stated in Exhibit A8 i of the deposition in support of the statement of claim.



- 18) That the issue of the missing equipment made the 1st defendant to lodge a complaint to the Police who are presently investigating the matter. The complaints to the Police are **Exhibits PSIN 1 and PSIN 2**.
- 19) That it is for the above reasons that the plaintiff has been restrained pending comprehensive Police investigation.
- 20) That the Plaintiff is not entitled to any action whatsoever against the Defendants and the Honourable Court should dismiss the action.
- 21) That instead the plaintiff should pay the rental costs of the said premises for refusing the Government to put the place to gainful use within the said period and the cost of this litigation put at N2,500,000.00 (Two Million, Five Hundred Thousand Naira) only.
- 22) That I make this oath in good faith believing same to be true and in accordance with the Oaths Act.


DEPONENT

SWORN to at the High Court Registry, FCT

This _____ day of _____ 2024

COMMISSIONER FOR OATHS

8/4/24



PUBLIC SERVICE INSTITUTE OF NIGERIA (PSIN)

Office of the Administrator / CEO

08071160981
08036297499
09082777756

08036297499 (Active)

PSIN/AF/1117/Vol.1/49

Commissioner of Police
Federal Capital Territory,
Abuja.

P.M.B. 08 Kubwa
Dutse - Alhaji Junction,
Kubwa Express Way, Abuja.



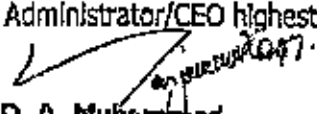
17/05/2023

Attention: Officer In charge State Criminal Investigation Department:

**RE: REQUEST FOR A COMPREHENSIVE INVESTIGATION INTO THE MISSING ITEMS
ALLEGED BY AFRIGOS FILM & MEDIA ACADEMY LTD**

Above subject matter refers.

2. The above company in July 2019 applied to lease one of PSIN's properties for the purpose of carrying on business. PSIN considered the company's proposal and was desirable to lease one of its properties, which led to the granting of access to the company to inspect for suitability and subsequent formalisation to the lease Agreement upon payment of the agreed lease price. The access granted by PSIN to the company was abused by the company because it refused to pay the three Million (N3,000,000.00) rental fee for the year, as agreed by the parties and did not sign the lease Agreement.
3. It was until management restrained his access to the said premises that he hurriedly made a deposit of Five Hundred Thousand naira (N500,000.00) only of the total rental fee of Six Million naira (N6,000,000.00) for two years which was grossly inadequate to permit his further operation. This led to a stalemate between the parties that endured fifteen (15) months since February 2022.
4. PSIN in the exercise of its corporate/organisational responsibility towards the citizenry and the need to do justice in the matter, initiated in March 2023 an amicable settlement of the matter wherein the said premises was reopened for a joint inspection but in a twist of events the counsel on behalf of the company chronicled several missing items from the said premises which has for us as a Government criminal implication. It is against this background that management of PSIN has in its wisdom resolved that police being a neutral party be brought in for a comprehensive investigation into the matter, so that appropriate recommendation will be made for further action by the Government.
5. Please accept the assurances of the Administrator/CEO highest esteem.


D. A. Muhammad

08033119403

Director Legal Services
For: Administrator/CEO



PUBLIC SERVICE INSTITUTE OF NIGERIA (PSIN)

Office of the Administrator / CEO

08071160981
08036297499
09062777756

PM.B. 08 Kubwa
Dutsen - Alhaji Junction,
Kubwa Express Way, Abuja.

08036297499 (Active)

PSIN/AF/1117/Vol.1/450

Commissioner of Police
Federal Capital Territory,
Abuja.



8/08/2023

REMINDER

Attention: Officer In charge State Criminal Investigation Department:

**RE: REQUEST FOR A COMPREHENSIVE INVESTIGATION INTO THE MISSING
ITEMS ALLEGED BY AFRIGOS FILM & MEDIA ACADEMY LTD**

Above subject matter refers.

2. I am directed to draw your attention to the petition dated the 17th May 2023 on the above named subject matter which was delivered on the 18th of May 2023 to your office requesting a comprehensive investigation in to the contents contained therein. I am accordingly further directed to urge your good offices to expedite action in a professional manner regarding the said petition so that the matter can be brought to rest once and for all in the interest of all parties. Kindly find attached the said petition for ease of reference and further necessary action please.
3. Please accept the assurances of the Administrator/CEO highest esteem.


D. A. Muhammad
08033119403
Director Legal Services
For: Administrator/CEO

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- 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

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

Dated this04..... day ofAPRIL.....2024.


D. A. Muhammad,
Director Legal Services
1st, 2nd & 3rd Defendant's Counsel,
LEGAL DEPARTMENT,
Public Service Institute of Nigeria (PSIN)
Kilometre 12, Kubwa Expressway,

Dutse Junction,
FCT, Abuja.

FOR SERVICE ON

Counsel to the Plaintiff

Dayo G. Ashonibare, Esq

Ene Ashonibare, Esq

Simiat Suleiman, Esq

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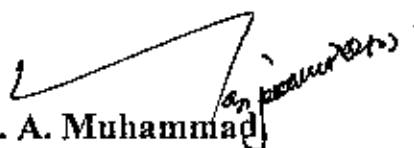
DEFENDANTS

4. HEAD OF SERVICE OF THE FEDERATION

LIST OF DOCUMENTS

1. Letter to the Police dated 17th May 2023
2. Letter of Reminder dated 8th August 2023

Dated this04..... day ofAPRIL.....2024.


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

FOR SERVICE ON

Counsel to the Plaintiff

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