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

SUIT NO: .....

CHF/M/5661/26

BETWEEN

DANIEL NDUBUISI JOHNSON - **CLAIMANT**

AND

1. **BERKSHIRE INVESTMENT COMPANY LIMITED**
2. **NATHANIEL JOSHUA OGWUCHE** } - **DEFENDANTS**

NOTICE OF PRELIMINARY OBJECTION

BROUGHT PURSUANT TO ORDER 2 RULE 3 AND ORDER 13 RULE 5 OF THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY (CIVIL PROCEDURE) RULES, 2025; SECTION 16(1) OF THE LEGAL PRACTITIONERS ACT, CAP L11, LAWS OF THE FEDERATION OF NIGERIA, 2004; RULE 18(2) OF THE RULES OF PROFESSIONAL CONDUCT FOR LEGAL PRACTITIONERS, 2007; AND UNDER THE INHERENT JURISDICTION OF THIS HONOURABLE COURT.

TAKE NOTICE that at the hearing of this suit dated the _____ day of _____, 2026, the Defendants shall raise a preliminary objection to the determination of the said suit praying this Honourable Court for the following: -

1. **AN ORDER** striking out the name of the 2nd Defendant, NATHANIEL JOSHUA OGWUCHE, as he is not a necessary nor proper party to this suit.
2. **AN ORDER** striking out or dismissing this suit for being incompetent, improperly commenced, and an abuse of the process of this Honourable Court.
3. **AN ORDER** holding that the Originating Summons is not the proper procedure for the determination of this suit; the facts being contentious and seriously disputed.
4. **AN ORDER** holding that the Claimant lacks locus standi and discloses no reasonable cause of action against the Defendants.
5. **AN ORDER** dismissing the Originating Summons in its entirety.

TAKE FURTHER NOTICE that the grounds which the Defendants intend to rely on are as follows:

a. The 2nd Defendant is neither a director nor agent of the 1st Defendant.
b. The Claimant's action is founded on seriously disputed facts, rendering Originating Summons an improper mode of commencement.
c. By Order 2 Rule 3 of the FCT High Court (Civil Procedure) Rules, 2025, this action ought to have been commenced by Writ of Summons.
d. The Claimant has no retainer, no privity of contract, and no enforceable professional right against the Defendants.
e. The Claimant lacks locus standi to maintain this action against the Defendants.
f. The suit is frivolous, speculative, vexatious, and an abuse of the process of court.

Dated this 5th day of March 2026

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FOR SERVICE ON:
CLAIMANT/APPLICANT
C/o of Counsel,
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1. **BERKSHIRE INVESTMENT COMPANY LIMITED**
2. **NATHANIEL JOSHUA OGWUCHE** } - **DEFENDANTS**

AFFIDAVIT IN SUPPORT OF THE NOTICE OF PRELIMINARY OBJECTION

I, **AKUBO PETER**, Male, Nigerian, of No. 9 Kampala Street, Wuse II FCT-Abuja do hereby make oath and state as follows:

1. That I am the personal assistant to the Managing Director of the 1st Defendant in this suit and by virtue of which, I am fully conversant with the facts and circumstances giving rise to this suit.

2. That I have read the Originating Summons Filed by the Claimant together with the Affidavit in Support thereof, and the Defendants deny each and every allegation contained therein, save for those paragraphs relating strictly to the formal description and identification of the parties, which the Defendants admit only for that limited purpose.

3. That the 2nd Defendant is neither a director, officer, nor agent of the 1st Defendant, and not a party to the transaction between the 1st Defendant and the vendor (Babajide Kayode) which forms the subject matter of this suit.

4. That I am aware that the 2nd Defendant only received the original copies for inspection on behalf of the Managing Director of the 1st Defendant, owing to time constraints, after part payment of the sum of ₦75,000,000.00 (Seventy-Five Million Naira) had been made to Babajide Kayoder (hereinafter referred to as the vendor).

5. That I further state that the 2nd Defendant forwarded the agreements, which had been prepared by the 1st Defendant's lawyer, to the vendor (Babajide Kayode) in London, United Kingdom via his WhatsApp account. However, the vendor, during a WhatsApp call, declined to execute the said agreements on the ground that he

had already briefed the Claimant and would be represented by him in the transaction.

6. That I am aware that upon inspection and window search, it was observed that the property had been reallocated to another person, as confirmed upon enquiry.

7. That I state that this development was communicated to the vendor, who vehemently denied the same and further stated that the Claimant, being his lawyer, would handle the situation on his behalf. **The WhatsApp chat evidencing this communication is hereby attached and marked as Exhibit B.**

8. That I was present at the site when an attempt was made to take possession of the said land, based on the assurance given by the vendor that the property had not been reallocated. However, we were restrained from taking possession by the original allottee.

9. That I was informed by the 2nd Defendant, which information I verily believe to be true, who forwarded to me a screenshot of the WhatsApp communication wherein the vendor assured that the Claimant, being his lawyer, would handle the situation. **The said WhatsApp chat is hereby attached and marked as Exhibit C.**

10. That the Claimant was never retained, instructed, engaged, or briefed by me or the 1st Defendant to render any legal services in respect of the transaction in question.

11. That the alleged engagement of the Claimant by the said third party was without the knowledge, consent, authority, or subsequent ratification of the 1st Defendant or myself.

12. That I am aware that the Claimant prepared a Deed of Assignment and a Power of Attorney, and not a Contract of Sale as alleged, which preparation was at the instruction of the vendor. However, the said documents were not executed by the 1st Defendant due to the inchoate nature of the transaction.

13. That the Defendant completes the execution of all its documents by affixing the seal of the company.

14. That I am aware that the defendants did not sign any of this document before any commissioner for oath as stated by the Claimant.

15. That till date the said vendor who is the client of the claimant have not been able to deliver possession of the said property and also failed to refund the consideration furnished.

16. That there was no express or implied retainer between the Claimant and the 1st Defendant, and consequently, the Claimant is not entitled to claim any professional fees from the 1st Defendant.

17. That the material facts relating to the alleged engagement and entitlement to fees are seriously disputed.

18. That the Claimant's services were not engaged by the 1st Defendant, and accordingly, the Claimant discloses no reasonable cause of action against the 1st Defendant.

19. That no specific relief is claimed against the 2nd Defendant personally in the Originating Summons, and no personal liability is disclosed against the 2nd Defendant.

20. That this suit is frivolous, speculative, and vexatious, and has been instituted solely to harass the Defendants and unjustly extract money without any legal basis.

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

DEPONENT

Sworn to at the Registry of the
FCT High Court, Abuja,
this...6th...Day of March, 2026.

BEFORE ME

COMMISSIONER FOR OATHS

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
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SUIT NO: .....

BETWEEN

DANIEL NDUBUISI JOHNSON - CLAIMANT

AND

1. **BERKSHIRE INVESTMENT COMPANY LIMITED**
2. **NATHANIEL JOSHUA OGWUCHE** **DEFENDANTS**

HIGH COURT OF THE FCT. ABUJA MASIRU USMAN KAUGE REGISTRAR SIGN DATE

WRITTEN ADDRESS IN SUPPORT OF THE NOTICE OF PRELIMINARY OBJECTION

1. INTRODUCTION

1.1. This Written Address is filed in support of the Defendants' Preliminary Objection challenging the competence of the Claimant's Originating Summons and contending that this Honourable Court is divested of jurisdiction to entertain this suit.

1.2. The objection is founded on fundamental jurisdictional defects, namely:

a. That the 2nd Defendant is not a necessary or proper party to this suit and has been improperly joined;

b. That Originating Summons is not the proper procedure in this case, the facts being seriously disputed;

c. That the Claimant lacks locus standi and discloses no reasonable cause of action against the Defendants; and

d. That the suit is frivolous and an abuse of court process.

1.3. These issues go to the root of the jurisdiction of this Honourable Court.

2. ISSUES FOR DETERMINATION

2.1. The Defendant formulates and respectfully submits the following issues for the determination of this notice of preliminary objection:

a. Whether the 2nd Defendant is a necessary or proper party to this suit.

b. Whether, having regard to the seriously disputed facts in this case, the Claimant's action can competently be commenced by Originating Summons.

c. Whether the Claimant discloses any reasonable cause of action or locus standi against the Defendants.

d. Whether this suit is frivolous and an abuse of the process of court.

3. LEGAL ARGUMENT

3.1. ISSUE ONE

Whether the 2nd Defendant is a necessary or proper party to this suit.

3.1.1. My Lord, it is a settled principle of law that only persons against whom a legally enforceable right is disclosed may be properly joined in an action. The jurisdiction of this Honourable Court can only be exercised against parties whose presence is necessary for the effectual and complete determination of the issues before it. A party is not to be joined merely out of caution, speculation, or convenience. The law requires that such party must be shown to be either a necessary or proper party to the proceedings.

3.1.2. In the locus classicus case of **GREEN v. GREEN (1987) 3 NWLR (Pt. 61) 480,** the Apex Court held that a necessary party is one whose presence is indispensable to the just and effectual determination of the matter. The Court emphasized that the test is whether the party's absence would prevent the Court from completely and effectually resolving the dispute. Similarly, in **PEENOK INVESTMENTS LTD v. HOTEL PRESIDENTIAL LTD (1982) 12 SC 1,** the Apex Court made it clear that a person against whom no relief is sought and whose presence is not essential for effective adjudication ought not to be joined in an action. In the most recent case of **AKINYELE & ANOR V. WILLIAMS & ORS (2025) LPELR-81551(CA)**, the Court of Appeal, per Kwahar, JCA, held that the law is settled that in determining whether a party is a proper party to a suit, the Court must examine the claimant's cause of action as endorsed on the originating process. It is the plaintiff's claim that determines the proper parties before the Court. The Court reaffirmed the position earlier stated in **Kirfi Local Government Area Council v. Mohammed & Ors (2017) LPELR-43435(CA)**, relying on **Bakare v. Ajose-Adeogun (2014) LPELR-**

25024(SC), that only when proper parties are before the Court is it competent to adjudicate on the matter; where proper parties are not before the Court, the action becomes incompetent for want of jurisdiction.

3.1.3. Applying these settled principles to the present case, My Lord, it is evident that the 2nd Defendant does not qualify as a necessary or proper party. The uncontroverted depositions before this Honourable Court show that the 2nd Defendant is neither a director, officer, nor agent of the 1st Defendant. He was not a contracting party in the alleged transaction forming the basis of this suit. He did not retain, instruct, or brief the Claimant for any professional services. There is no allegation of any personal undertaking by him, nor is there any document evidencing that he assumed personal liability for the payment of the alleged professional fees. There is no specific relief is claimed against the 2nd Defendant personally in the Originating Summons, and no personal liability is disclosed against him.

3.1.4. This action is fundamentally a claim for recovery of professional fees, which, in law, must arise from a valid and subsisting retainer **(Rule 18 of the Rules of Professional Conduct for Legal Practitioners, 2007)**. Such liability is contractual in nature and is governed by the doctrine of privity of contract **EYIBOH v. MUJADDADI & ORS (2021) LPELR-57110(SC), TANKO v. NONGHA (2005) LPELR-11405(CA), CYPRIAN v. UZO (2015) LPELR-40764(CA)**. Only a person who is a party to the contract, or who has personally assumed liability under it, can be sued upon it. The Claimant has not disclosed any contractual nexus between himself and the 2nd Defendant.

3.1.5. **Order 13 Rule 5 of the FCT High Court (Civil Procedure) Rules, 2025** empowers this Honourable Court to strike out the name of any party who has been improperly joined. Where no reasonable cause of action is disclosed against a party, and no enforceable relief can be sustained against him, his joinder is improper and constitutes an abuse of the judicial process.

3.1.6. My Lord, it is our humble submission that in the instant case, no legal right is asserted against the 2nd Defendant that can ground personal liability. His presence is not necessary for the effectual and complete determination of the dispute between the Claimant and the 1st Defendant. The claim, if any, can be fully resolved without him. His joinder is therefore unwarranted and legally indefensible.

3.1.7. We therefore respectfully urge this Honourable Court to strike out the name of the 2nd Defendant from this suit for being improperly joined.

3.2. ISSUE TWO

Whether, having regard to the seriously disputed facts in this case, the Claimant's action can competently be commenced by Originating Summons.

3.2.1. My Lord, it is settled law that an Originating Summons is a procedural mechanism meant to determine questions of law, construction, or interpretation, and is only competent where the facts are not in dispute. This principle is codified under **Order 2 Rule 3 of the FCT High Court (Civil Procedure) Rules, 2025,** which restricts the use of Originating Summons to matters capable of summary determination. **Order 2 Rule 3 of the FCT High Court (Civil Procedure) Rules, 2025** provides that:

> *"Any person claiming to be interested under a deed, will, enactment or other written instrument may apply by originating summons for the determination of any question of construction arising under the instrument and for a declaration of the rights of the persons interested."*

3.2.2. In the present case, My Lord, the Claimant's Affidavit in Support is replete with factual allegations, including that he was retained to render professional legal services, drafted and perfected title documents, executed Powers of Attorney, attended official appointments, and that the Defendants expressly agreed to pay him professional fees. These allegations are flatly denied in the Defendants' Counter-Affidavit, where the Defendants strongly aver that the Claimant was never retained or instructed, and that any involvement on his part ceased once the vendor insisted on using his own solicitor.

3.2.3. My Lord, dispute over whether the Claimant was engaged, whether documents were executed or adopted by the Defendants, and whether he is entitled to any professional fees, are all issues of fact that cannot be resolved summarily in Originating Summons proceedings. This principle has been consistently applied in Nigerian jurisprudence. In the case of **UNITY BANK PLC v. CLESON INVESTMENT LTD (2022) LPELR-59045(CA)**, the Court of Appeal while deciding on circumstances when the adoption of originating summons will or will not be appropriate to commence an action, held thus:

> "Now, it is hornbook law that the originating summons procedure is intended to be used in limited circumstances in matters involving the construction and interpretation of enactments and documents. In NATIONAL BANK OF NIGERIA vs. ALAKIJA (1978) 9-10 SC 39 at 71, Eso, JSC stated: "In other words, it is our considered view that **Originating Summons should only be applicable in such circumstances as where there is no dispute on question of facts or the likelihood of such dispute.** Where for instance, the issue is to determine short questions of construction and not matters of

such controversy that the justice of the case would demand the settling of pleadings, Originating Summons could be applicable." See also DOHERTY vs. DOHERTY (1964) 1 ALL NLR 299, OLUMIDE vs. AJAYI (1997) 8 NWLR (PT 517) 433 at 442-443, ANATOGU vs. ANATOGU (1997) 9 NWLR (PT 519) 49 at 70-71 and EZEIGWE vs. NWAWULU (2010) 4 NWLR (PT 1183) 159 at 191. The underlying principle in all these decisions is that Originating Summons may only be used in initiating proceedings to obtain declarations or decisions of the Court on the construction or interpretation of documents, instruments, or statutory provisions in circumstances where there is no dispute on the question of facts or the likelihood of such dispute. In other words, **where the facts in issue between the parties involve matters of serious controversy that the justice of the case would demand the settling of pleadings, Originating Summons cannot be applicable:** PAM vs. MOHAMMED (2008) 16 NWLR (PT 1112) 1 at 15, MICHAEL vs. MIMA PROJECTS VENTURES LTD (2002) 24 WRN 71 at 81 and OSSAI vs. WAKWAH (2006) ALL FWLR (PT 303) 239 at 254-255." **Per UGOCHUKWU ANTHONY OGAKWU, JCA (Pp 40 - 42 Paras E - A)**

My Lord is further referred to **OTU V. ACB INTERNATIONAL BANK PLC (2008) LPELR-2827 (SC)** and **UBA V. DANA PHARMACEUTICALS LTD (2018) LPELR-43799 (CA)**, where the courts emphasized that contentious factual disputes render Originating Summons incompetent.

3.2.4. My Lord, it is also important to note the fact that the Claimant's allegation of the engagement of his service is not proven by any express retainer or formal agreement executed by the 1st Defendant. Under **Section 16(1) of the Legal Practitioners Act, Cap L11 LFN 2004**, a legal practitioner's entitlement to fees arises only from a clear contractual engagement of his service which he actually renders and not on an uncontracted and unrendered service. **Rule 18(2) of the Rules of Professional Conduct for Legal Practitioners, 2007** also provides that agreements with clients should, as far as possible, be reduced to writing.

3.2.5. My Lord, in this case, the Claimant has failed to provide any credible evidence of such an engagement. The 1st Defendant's sworn counter-affidavit and counterclaim affirmatively deny any instruction, engagement, or acceptance of the services allegedly rendered. Judicial authority supports this position, notably in **EDOZIEN V. EDOZIEN (1993) 1 NWLR (PT. 272) 678,** where it was held that the relationship between counsel and client must be clearly established by evidence of instruction, and in **N.B.A. V. EKOMARU (2016) 11 NWLR (PT. 1522) 154,** where the court ruled that mere peripheral involvement

or informal assistance does not create a lawyer-client relationship or entitlement to fees.

3.2.6. Moreover, under **Order 13 Rule 5 of the FCT High Court Civil Procedure Rules, 2025**, a suit filed against the wrong defendant or where the proper party has not been joined is procedurally defective. Here, the Claimant alleges engagement with both the 1st and 2nd Defendants, but the 2nd Defendant denies being a party to the alleged agreement and the 1st Defendants outrightly deny such engagement while averring that the Claimant's service was actually engaged by another person who also had an interest in the purchase of the property before the Defendants acquired the same from the vendor through the documents drafted by the Vendor's solicitor. This makes the identity of the proper parties contentious. This procedural defect further underscores the incompetence of the Originating Summons.

3.2.7. My Lord, it is therefore our humble and respectful submission that the Claimant's action cannot competently be commenced by Originating Summons given the serious factual disputes, the absence of an express retainer, and the uncertainty regarding the proper parties.

3.2.8. We therefore urge this Honourable Court to resolve this issue in favour of the Defendant and to strike out or dismiss the Originating Summons.

3.3. ISSUE THREE

Whether the Claimant discloses any reasonable cause of action or locus standi against the Defendants.

3.3.1. My Lord, the law is trite that for a claimant to maintain an action, he must demonstrate a real and reasonable cause of action, and must have locus standi, that is, the legal capacity to sue. My Lord is referred to the case of **CITEC INTERNATIONAL ESTATES LTD & ORS V. FRANCIS & ORS (2014) LPELR-22314(SC)** for the meaning and effect of Locus standi. Locus standi requires that the Claimant must have a direct interest in the subject matter of the suit, and that the alleged right or entitlement claimed is personal, legal, and enforceable against the Defendants. In the case of **ANOZIA V. A.G. LAGOS STATE & ORS (2022) LPELR-58534 (SC)**, the court held that the tests for the determination of the locus standi of a person are:

a. The action must be justiciable.

b. There must be a dispute between the parties.

3.3.2. In the instant case, the Claimant's affidavit asserts that he was retained by the Defendants to provide professional legal services, that he prepared and perfected title documents, executed Powers of Attorney, and that the Defendants agreed to pay professional fees. However, all of these allegations are flatly denied in the Defendants' Counter-Affidavit. The 2nd Defendant denies being a party to the alleged agreement and therefore owes no legal obligation and the 1st Defendant specifically state that the Claimant was informed by a third party, the Claimant's friend who was also interested in the purchase of the property, to prepare the document, that the Claimant was never retained, instructed, or engaged, that the draft documents he prepared were never adopted or executed by the vendor nor the 1st Defendant, and that any involvement he had in the transaction was peripheral, informal, and voluntary.

3.3.3. My Lord, a careful examination of the facts demonstrates that the Claimant cannot establish a direct or enforceable right against the Defendants. His claim for professional fees is based entirely on alleged services done in furtherance of a third party's instruction that the 2nd Defendant was not privy to and the 1st Defendant never authorized, and the supposed agreement to pay fees is unproved and disputed. IN **N.B.A V. EKOMARU (SUPRA)**, the court held that a lawyer's entitlement to fees arises only where there is a clear, express, or implied retainer, and that mere peripheral involvement or informal assistance is insufficient to create a cause of action.

3.3.4. My Lord, it is cogent to lay reference to the fact that Claimant's alleged engagement is unsubstantiated. The Power of Attorney pleaded by the Claimant was not even frontloaded. This leaves the Claimant without a reasonable or legal foundation for his claims as it goes to prove that the Claimant had no legal relationship with the Defendants to render any service to him.

3.3.5. In addition, the principle of locus standi extends to ensuring that a claimant does not seek to recover monies or enforce rights on behalf of another or in respect of a non-existent obligation. By attempting to claim professional fees from the Defendants for services they never engaged him to perform, the Claimant lacks the legal capacity to maintain this suit.

3.3.6. It is therefore respectfully submitted that the Claimant has failed to disclose any reasonable cause of action or locus standi against the Defendants.

3.3.7. In view of the above, we urge this Honourable Court to resolve this issue in favour of the Defendants and to strike out the Originating Summons.

3.4. ISSUE FOUR

Whether this suit is not frivolous and an abuse of the process of court.

3.4.1. My Lord, it is well established that a suit is frivolous when it lacks any legal foundation, and is vexatious when instituted with the intention to harass or oppress the defendant rather than to vindicate a genuine legal right. My Lord is referred to **ADEGBANKE v. OJELABI & ORS (2021) LPELR-54992(SC)** where the Apex Court held that "An action may be dismissed and judgment entered for the defence if it is shown from the pleadings to be frivolous and vexatious: Fidelis Nwadinlo - Civil Procedure In Nigeria (2nd ed) page 425. Usually, it is said to be frivolous when its filing serves no other purpose than merely wasting the time of the Court and all concerned. Such action is said to be "without substance or groundless or fanciful":

3.4.2. A suit constitutes an abuse of the Court's process where it is used for ulterior motives, such as to extract unmerited gains or to coerce a settlement. **MOUKARIM & ANOR v. WILLIAMS & ORS (2021) LPELR-54860(CA).** In the instant case, the Claimant's Originating Summons is fundamentally speculative and opportunistic. The affidavit in support relies on a purported retainer and professional services that are not supported by evidence and are denied in their entirety by the Defendants. The Claimant claims fees after the 1st Defendant had already engaged the vendor's lawyer and made substantial payment towards the purchase price. This timing strongly suggests that the action was instituted not to enforce a genuine legal right, but to opportunistically extract money.

3.4.3. The Defendants have been compelled to incur substantial legal costs, divert time and resources, and suffer anxiety and inconvenience as a result of this action. The courts have consistently condemned such conduct. In **IDOKO V. OGBEIKWU (2003) 7 NWLR (PT. 819) 275,** the Court held that a suit may be frivolous if it has no legal basis, or is instituted to harass or extort money from the defendant.

3.4.4. In the instant case, the Defendants' Counter-Affidavit clearly demonstrates that the Claimant was never retained or instructed, that any draft documents prepared by him were never adopted or executed, and that the Claimant's bill of charges is unilateral and unsolicited. These facts establish that the suit is not only legally baseless but also designed to harass the Defendants and obtain an unmerited financial advantage. The law empowers the Court to protect its

process from being abused, and to award damages and costs against litigants who bring frivolous or vexatious claims. In **OTU V. ACB INTERNATIONAL BANK PLC (SUPRA)** and **UBA V. DANA PHARMACEUTICALS LTD (SUPRA),** the courts affirmed the right to dismiss speculative suits and award compensatory costs to deter similar abuse

3.4.5. It is therefore submitted before my Noble Lord that the Claimant's Originating Summons is frivolous, vexatious, speculative, and an abuse of the process of this Honourable Court, having been instituted without legal foundation, based on disputed facts, and in circumstances designed to opportunistically enrich the Claimant.

3.4.6. We respectfully urge this Honourable Court to resolve this issue in favour of the Defendants, to dismiss the suit with substantial costs, and to grant the reliefs sought in the Defendants' Counter-Claim, including general damages and costs incurred in defending this action.

4. CONCLUSION

4.1. In the light of the foregoing, it is respectfully submitted that the Claimant's Originating Summons is incompetent, procedurally defective, and unsustainable in law. The suit is based on seriously disputed facts, the Claimant lacks locus standi, and the action is frivolous, vexatious, and an abuse of the Court's process. We therefore urge this Honourable Court to:

1. Strike out the name of the 2nd Defendant for being improperly joined;
2. Strike out or dismiss the Claimant's Originating Summons in its entirety;
3. Hold that the Claimant discloses no reasonable cause of action;
4. Grant the reliefs sought in the Defendants' Counter-Claim, including costs and damages; and
5. Make any other order the Court deems just and appropriate.

Dated this _____ day of _____, 2026