

IN THE DISTRICT COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA MAGISTERIAL DISTRICT
HOLDEN AT ABUJA

SUIT NO:

BETWEEN

ADEYEMI ADEOLA ----- PLAINTIFF

Plot c2 Pentville estate, Lokogoma
FCT-Abuja

AND

1. **SILAS OBADIAH**

Plot 260 CRD Estate,
Lugbe, Airport Road,
F.C.T-Abuja
07037660697

2. **SABO MICHAEL GINI**

Plot 101 Lugbe Layout,
FCT-Abuja
08057102238

DEFENDANTS

The Registrar

Chief Magistrate Court
Abuja.

**AT THE SUIT OF THE PLAINTIFF, THIS PLAINT IS TAKING OUT WITH THE
FOLLOWING**

PARTICULARS OF CLAIM

1. The Plaintiff is a Nigerian, an engineer and a business man whose address is as herein above stated and within the jurisdiction of this honorable Court.
2. The Defendants are also Nigerians with addresses situate as herein above stated and within the jurisdiction of this Honourable.
3. Sometime in the month of June, 2023, the Plaintiff wanted to buy land and the Defendants offered the Plaintiff a piece of Land. The Plaintiff went ahead and made a deposit in the sum of 3,000,000 (Three Million) Naira to the 2nd Defendant

Tom at 3.2m
N213290887
Date 20/11/2023

4. The 2nd Defendant is the 1st Defendant's Uncle. The plaintiff made the said deposit in two tranches of 2,000,000.00 (two million) naira and 1,000,000.00 (one million) naira to 2nd Defendant's account.
5. The plaintiff sent screenshots of the payment receipt to the 2nd Defendant via his WhatsApp number +2348057102238 and the 2nd Defendant replied confirming receipt of the payments. **Copies of the WhatsApp messages containing the receipt of the said payment is herein pleaded and will be relied on in trial.**
6. The Plaintiff later discovered that the title to the land was defective.
7. On the above revelation, the Plaintiff requested refund of his deposit from the Defendants.
8. As a result of the above, the Defendants refunded the Plaintiff 2,000,000.00 (two million) naira out of the 3,000,000.00 (three Million) the Plaintiff paid as a deposit leaving a balance of 1,000,000.00 (one Million) naira.
9. The Defendants Promised to show the Plaintiff another piece of land free from encumbrances
10. On the basis of the above promise, the Defendants, the 1st Defendant in particular, showed the Plaintiff the new piece of land situate and described as "behind Glory Dome Dunamis, Lugbe, Abuja", properly delineated in the survey plan as
11. The Defendants and the Plaintiff agreed that the purchase price for the said land will be 6,000,000.00 (six million) naira.
12. It was further agreed that the balance of 1,000,000.00 (one million) naira from the previous unsuccessful transaction will be applied towards this new proposed transaction thereby bringing the total amount payable by the Plaintiff in this new transaction to 5,000,000.00 (five Million) Naira.
13. As a result of the fake title documents presented to the Plaintiff on the previous transaction, the Plaintiff was initially skeptical about this new transaction.
14. It was on the basis of the skepticism that it was agreed, in order to assuage the Plaintiff's fear, that the Plaintiff should go ahead to and commence developing the said land to see if anyone will challenge the title of the land.
15. It was further agreed that until the above is done, the power of attorney and deed of assignment for the transfer of the land will not be drafted and executed.
16. The Defendants promised, and it was agreed that if anyone challenges the title of the said land situate at, the Defendant will refund the plaintiff of money paid as deposit.

17. Still on the basis of the above agreements, the Plaintiff made series of deposits amounting to 4,000,000.00 (Four Million) naira in addition to the 1,000,000.00 (one million) naira balance from the 1st failed transaction
18. The plaintiff paid the money in the following tranches:
- a. 2,000,000.00 (Two million) naira
 - b. 200,000.00 (two hundred thousand) naira
 - c. 35,000.00 (thirty five thousand) naira
 - d. 200,000.00 (two hundred thousand) naira
 - e. 65,000.00 (sixty five thousand) naira
 - f. 1,500,000.00 (one million five hundred thousand) naira. **The evidence of the said payments are herein pleaded and will be relied on in trial**
19. After the above deposits, sometime in the month of July, 2023, the Plaintiff, in conjunction with his friend visited the land for inspection. On the processes of inspecting the land, one Mr. Francis Nwaka who is on the land carrying on aluminium fabrication and sale threatened the Plaintiff's life over the ownership of the land.
20. The plaintiff wrote a petition against the said Mr. Francis Nwaka at the Lugbe Divisional police Head Quarters. **The said petition is herein pleaded and will be relied upon in trial.**
21. The matter went on for a while at Lugbe Divisional police Head Quarters. While the matter was at the said police station, the 1st Defendant was called to the police station to testify which he did.
22. The said threat to life matter is still pending at the Force Headquarters, as it was transferred because the Plaintiff believed he will not get justice at Lugbe Divisional police Head Quarters.
23. Separately, sometime in October 2023, the Plaintiff contracted labourers to excavate the land for the purpose of erecting perimeter fence.
24. On the said day, while the labourers were working, the chief security officer of River Park Estate, in company of officers from the River Park Police Division stormed the land and arrested the labourers for trespass.
25. The said River Park Estate Management claimed that the said land belongs to them.
26. Based on these events, and in line with the understanding of the Defendants and the Plaintiff, the Plaintiff requested for a refund of the 4,000,000.00 (four Million) naira deposit paid to the Defendants and subsequently instructed his lawyer to write a demand letter to the defendants. **The said demand letter is herein pleaded and will be relied on during trial**

27. The defendants have failed, refused and neglected to refund the deposit till date.
28. The Plaintiff is aggrieved and instructed his lawyers to file this action.
29. The Plaintiff was charged 1,000,000.00 (one million) naira by his lawyers for their services. The plaintiff have paid a part payment of 500,000.00 (five Hundred, thousand) Naira with a balance of 500,000.00 (five Hundred thousand) Naira. The payment receipt is herein pleaded and will be relied on during trial
30. The Plaintiff has suffered, physically, emotional and economically as a result of this transaction and refusal of the Defendants to refund the said money.
31. The Plaintiff life has been threatened as a result of this transaction. The case for threat to life is still undergoing investigation the police
32. The Plaintiff shall find on certificate of compliance rely on electronic generated evidence relating to printed-photo

WHEREOF THE PLAINTIFF CLAIMS AGAINST THE DEFENDANTS AS FOLLOWS:

- A. An order of this honorable court compelling the Defendants, jointly and severally to refund the Plaintiff the sum of 5,000,000.00 (five million Naira) paid by the Plaintiff to the defendants as deposit for the purported transaction.
- B. An order of this Court, directing the Defendants to pay the Plaintiff the sum of 1,000,000.00 (one million) naira as the cost of this action and for engaging legal services.
- C. An Order of N2,000,000.00 (two million naira) only against the Defendants as general damages for financial losses, emotional trauma, bad faith, and ill intent.
- D. 21% post judgement interest from the day of the Judgment until full and final liquidation of the judgement sum
- E. And any other order(s) as this Honorable court may deem fit to make in the circumstance of this case.

DATED THIS 20 DAY OF NOV 2023.



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

Ene Ashonibare, Esq
Simiat Sulaiman, Esq
✓ Smart Fyeface Wofuru Esq
Adama Blessing Etamesor Esq
Plaintiff's Counsel
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FOR SERVICE ON

The 1st Defendant
SILAS OBADIAH
Plot 260 CRD Estate,
Lugbe, Airport Road,
F.C.T-Abuja.

The 2nd Defendant
SABO MICHAEL GINI
Plot 101 Lugbe Layout,
FCT-Abuja

IN THE DISTRICT COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA MAGISTERIAL DISTRICT

HOLDEN AT ABUJA



SUIT NO: 12345

BETWEEN

ADEYEMI ADEOLA ----- PLAINTIFF

AND

1. SILAS OBADIAH

2. SABO MICHAEL GINI

DEFENDANTS

PLAINTIFF'S WITNESS STATEMENT ON OATH

I, ADEYEMI ADEOLA, Male, Adult, Christian, and Nigeria citizen of Plot c2 Pentville estate, Lokoogoma FCT-Abuja, do hereby make oath and States as follows:

1. That I am the Plaintiff in this suit, by reason of which I am familiar with the facts in this suit
2. That Sometime in the month of June, 2023, I wanted to buy a piece of land and the Defendants offered to sale one to me. After discussions I went ahead and made a deposit in the sum of 3,000,000 (Three Million) Naira.
3. The 2nd Defendant is the 1st Defendant's Uncle. I made the said deposit in two tranches of 2,000,000.00 (two million) naira and 1,000,000.00 (one million) naira to 2nd Defendant's account.
4. I sent screenshots of the payment receipt to the 2nd Defendant via his WhatsApp number +2348057102238 and the 2nd Defendant replied confirming receipt of the payments. Copies of the WhatsApp messages containing the receipt of the said payment is herein pleaded and will be relied on in trial.
5. I later discovered that the title to the above piece of land was defective.
6. On the above revelation, I requested refund of my deposit from the Defendants.
7. As a result of the above, the Defendants refunded me the sum of 2,000,000.00 (two million) naira out of the 3,000,000.00 (three Million) I paid as a deposit leaving a balance of 1,000,000.00 (one Million) naira.

8. The Defendants Promised to show me a piece of land free and promised that this new one is free from issues
9. On the basis of the above promise, the Defendants, the 1st Defendant in particular, showed me the new piece of land situate and described as **"behind Glory Dome Dunamis, Lugbe, Abuja"**.
10. The Defendants and I agreed that the purchase price for the said land will be 6,000,000.00 (six million) naira.
11. It was further agreed that the balance of 1,000,000.00 (one million) naira from the previous unsuccessful transaction will be applied towards this new proposed transaction thereby bringing the total amount payable by me in this new transaction to 5,000,000.00 (five Million) Naira.
12. As a result of the fake title documents presented me on the previous transaction, I was initially skeptical about this new transaction.
13. It was on the basis of the skepticism that it was agreed, in order to assuage my fears, that the I should go ahead to test run the land by commencing work on the land to see if anyone else who is not the Defendants will challenge the plaintiff on the land.
14. It was further agreed that until the above is done to my satisfaction, the power of attorney and deed of assignment for the transfer of the land will not be drafted and executed.
15. The Defendants promised, and it was agreed that if anyone challenges me on the land, the Defendants will refund me of money paid as deposit.
16. Still on the basis of the above agreements, I made series of deposits amounting to **4,000,000.00 (Four Million) naira in addition to the 1,000,000.00 (one million) naira** balance from the 1st failed transaction
17. The plaintiff paid the money in the following tranches:
 - a. 2,000,000.00 (Two million) naira
 - b. 200,000.00 (two hundred thousand) naira
 - c. 35,000.00 (thirty five thousand) naira
 - d. 200,000.00 (two hundred thousand) naira
 - e. 65,000.00 (sixty five thousand) naira
 - f. 1,500,000.00 (one million five hundred thousand) naira
18. Some of these payments were made through my Company's account while others were made through my personal account. **The evidence of the said payments are herein pleaded and will be relied on in trial**
19. After the above deposits, sometime in the month of July, 2023, I, in conjunction with my friend visited the land for inspection. On the processes of inspecting the

- land, one **Mr. Francis Nwaka** who is on the land carrying on aluminum fabrication and sale threatened my life over the ownership of the land.
20. I instructed my lawyers to write a petition against the said Mr. Francis Nwaka at the Lugbe Divisional police Head Quarters. **The said petition is herein pleaded and will be relied upon in trial.**
21. The matter went on for a while at Lugbe Divisional police Head Quarters. While the matter was at the said police station, the 1st Defendant was called to the police station to testify which he did.
22. The said threat to life matter is still pending at the force headquarters, as it was transferred because I believed I will not get justice at Lugbe Divisional police Head Quarters.
23. Separately, sometime in October, 2023, I contracted laborers to excavate the land for the purpose of erecting perimeter fence.
24. On the said day, while the laborers were working, the chief security officer of River Park Estate, in company of officers from the River Park Police Division stormed the land and arrested the laborers for trespass.
25. The said River Park Estate claimed that the land belongs to them.
26. Based on these events, and in line with the understanding between the Defendants and I, I requested for a refund of the 4,000,000.00 (four Million) naira deposit paid to the Defendants and subsequently instructed my lawyer to write a demand letter to the defendants. **The said demand letter is herein pleaded and will be relied on during trial**
27. The defendants have failed, refused and neglected to refund the deposit till date.
28. I was aggrieved and thereby instructed my lawyers to file this action.
29. I was charged 1,000,000.00 (one million) naira by my lawyers for their services. I have made a part payment of 500,000.00 (five Hundred thousand) Naira with a balance of 500,000.00 (five Hundred thousand) Naira. **The payment receipt is herein pleaded and will be relied on during trial**
30. I has suffered, physically, emotional and financially as a result of this transaction.
31. My life has been threatened as a result of this transaction. The case for threat to my life is still undergoing investigation by the police
32. I shall find on certificate of compliance rely on electronic generated evidence relating to printed photo

33. WHEREOF I CLAIM AGAINST THE DEFENDANTS AS FOLLOWS:

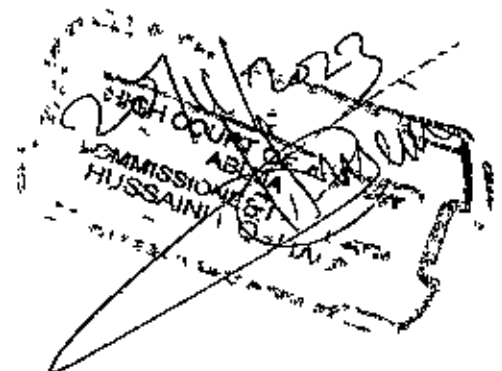
- a. An order of this honorable court compelling the Defendants, jointly and severally to refund the Plaintiff the sum of 5,000,000.00 (five million Naira) paid by the Plaintiff to the defendants as deposit for the purported transaction.
 - b. An order of this Court, directing the Defendants to pay the Plaintiff the sum of 1,000,000.00 (one million) naira as the cost of this action and for engaging legal services.
 - c. An Order of N2, 000,000.00 (two million naira) only against the Defendants as general damages for financial losses, emotional trauma, bad faith, and ill intent.
 - d. 21% post judgement interest from the day of the Judgment until full and final liquidation of the judgement sum
 - e. And any other order(s) as this Honorable court may deem fit to make in the circumstance of this case.
34. That I Make this Statement on Oath Conscientiously in good Faith Believing its Content to be true and correct in accordance with the Oath Act, 2004.

.....
DEPONENT

**SWORN TO AT THE DISTRICT COURT
REGISTRY, ABUJA**

THISDAY OF2023

**BEFORE ME
COMMISSIONER FOR OATHS**



IN THE DISTRICT COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA MAGISTERIAL DISTRICT
HOLDEN AT ABUJA

SUIT NO:

BETWEEN

ADEYEMI ADEOLA ----- PLAINTIFF

AND

1. SILAS OBADIAH

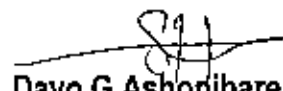
2. SABO MICHAEL GINI

DEFENDANTS

PLAINTIFF's LIST OF WITNESSES

1. ADEYEMI ADEOLA
2. Witness that may be subpoenaed

DATED THIS 20 DAY OF NOV 2023.


Dayo.G.Ashonibare, Esq. LLM,
ACI Arb (UK)

Ene Ashonibare, Esq
Simiat Sulalman, Esq
✓ Smart Fyeface Wofuru Esq
Adama Blessing Etamesor Esq
Plaintiff's Counsel
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FOR SERVICE ON

The 1st Defendant
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The 2nd Defendant

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AND

1. SILAS OBADIAH

2. SABO MICHAEL GINI

DEFENDANTS

PLAINTIFF's LIST OF DOCUMENTS

1. Copies of the WhatsApp messages containing the receipt of payment of 3,000,000.00 to the 2nd Defendant
2. Evidence of payment of 4,000,000.00 to the 1st Defendant
3. Petition to the DPO, Lugbe Divisional Police Headquarters
4. Letter of Demand
5. Legal fee deposit receipt.

DATED THIS 20 DAY OF NOV 2023.

Dayo.G.Ashonibare,Esq.LLM,
ACIArb (UK)

Ene Ashonibare, Esq
Simiat Sulaiman, Esq
Smart Fyनेface Wofuru Esq
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FOR SERVICE ON

The 1st Defendant

SILAS OBADIAH

Plot 260 CRD Estate,
Lugbe, Airport Road,
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The 2nd Defendant

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AND

1. SILAS OBADIAH

2. SABO MICHAEL GINI

DEFENDANTS

CERTIFICATE OF COMPLIANCE MADE PURSUANT TO SECTION 84 (2) (3) & (4) OF
THE EVIDENCE ACT 2011

I ADEYEMI ADEOLA do hereby certify that the photograph showing the WhatsApp conversation between the 2nd Defendant and I and the electronic bank transaction receipts where generated from my iPhone and printed through my lawyers' office HP Laserjet 2130 printer domiciled at his office located at Suit SF 22 Anafara'a Plaza First Avenue Gwarinpa Abuja, FCT, Nigeria, in normal course of using the aforesaid phone and printer. I also certify to the best of my knowledge that the aforesaid phone and printer were in good working conditions.

Dated this 28th Day of Nov 2023



ADEYEMI ADEOLA