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

SUIT NO: CV/4367/2025

BETWEEN:

BLUE CAMEL ENERGY LIMITED .....CLAIMANT

AND

ALHAJI KABIRU KAMBA MOHAMMED..... DEFENDANT

HIGH COURT OF THE FCT.
ABUJA
NASIRU USMAN KOJE
REGISTRAR
SIGN DATE 3

REPLY TO THE STATEMENT OF DEFENCE

1. The Claimant joins issue with the Defendant on each and every allegation of fact contained in the Statement of Defence, save as may be expressly admitted herein.
2. The Claimants denies all the averments in the Statements of Defence and Counter Claim.
3. In specific response to Paragraphs 4(a) and (b), the Claimant avers that the project was conceived and executed as a Solar Hybrid Solution (as pleaded in the Statement of Claim), and not as a wholly grid-independent system.
4. The Claimant further states that "off-grid" efficiency is dependent on user load management and site-specific structural variables, all of which were duly incorporated into the design installed for the Defendant.
5. In response to the Defendant's insinuations regarding efficiency, the Claimant avers that the final installation was optimized to the maximum threshold permitted by the Defendant's roof infrastructure.
6. The Defendant actively participated in the pre-installation technical assessment and expressly issued a "no-objection" to the panel configuration as installed, which achieved the peak possible yield for the property's structural footprint.

Fee paid
₦2500

12/3/2026

7. In response to Paragraphs 7(c) and (e), the Claimant denies the allegation that the Defendant was "asked to buy a generator" due to any system failure. No such conversation ever occurred.

8. In response to the allegation of an inverter "falling," the Claimant states that all equipment was installed with industrial-grade safety fixtures, and at no time did the Claimant carry out repairs or replacements of such nature.

9. The Claimant denies Paragraphs 7(g) and (h) in their entirety and avers that the Defendant's alleged "repudiation" is legally untenable. The Defendant remained in cordial communication with the Claimant long after the alleged "failure," consistently acknowledging the debt and apologizing for delayed payment. The Defendant cannot repudiate a contract for a system he has fully utilized. **Screenshots of WhatsApp communications with the Defendant are pleaded and shall be relied upon at trial.**

10. The Claimant further avers that, despite the outstanding debt, attempts were made to carry out routine maintenance in line with operational standards, but access was denied by the Defendant.

11. The Claimant maintains that the Defendant's defence is a mere sham, contrived to provide a retrospective excuse for a straightforward default in payment.

DEFENCE TO THE COUNTERCLAIM

10. The Claimant repeats Paragraphs 1 to 28 of its Statement of Claim.

11. The Claimant denies that the Defendant/Counter-Claimant is entitled to a refund of ₦63,066,625.00 or any sum whatsoever. The Claimant avers that the equipment was procured from reputable international vendors, released from its warehouse in pristine condition, and successfully integrated into the Defendant's residence. No complaint was ever brought to the Claimant's attention.

12. The Defendant persistently denied the Claimant's staff access for routine maintenance.

13. The alleged purchase of an inverter system from another company is entirely within the Defendant's knowledge and has no bearing on the Claimant's outstanding debt.

14. The Claimant avers that the Counterclaim is a gold-digging exercise, designed to unjustly retain high-value solar infrastructure without paying its market value.

15. WHEREOF, the Claimant/Reconvened Defendant prays this Honourable Court to dismiss the Counterclaim with substantial costs.

Dated this ____ day of March, 2026.

Dr. Dayo G. Ashonibare, Esq (Notary Public)
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Simiat Suleiman, Esq
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FOR SERVICE ON THE DEFENDANT

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ADDITIONAL WITNESS STATEMENT ON OATH

I, Bartholomew Anzaku, Male, Christian, Nigerian Citizen of No. 22 Samuel Ladoke Akintola Boulevard, Garki 2, FCT, Abuja, do hereby make Oath and state as follows:

1. That I am the Director of Procurement and Warehousing for the Claimant and I am fully briefed on the technical and administrative facts of this transaction.
2. That in addition to my testimony before this Honourable Court, I wish to state this additional statement in response to the Statement of Defence and Counterclaim.
3. That the equipment released from our warehouse for this project, specifically the 45KVA Victron Energy Inverters, are globally recognized for their durability and were supplied to the Defendant as "Grade A" factory-certified units.
4. That the solar installation was carried out according to the maximum technical capacity of the Defendant's premises. I know as a fact that the design was precisely tailored to the available roof space of the Defendant's residence, a design which was never objected to by the Defendant.
5. The Claimant categorically denies the allegation that the Defendant was ever asked to buy a generator as a result of any system failure. No such discussion or request was made at any time.
6. That at no time did the Defendant or his agents communicate any dissatisfaction regarding the duration of the power supply through any official

channel; rather, the Defendant's only communication was to request more time to pay the balance of the contract sum.

7. That I know as a fact that as recently as February 2025, the Defendant was still in active contact with our management, pleading for patience and promising to settle the outstanding ₦61,160,375.00 from expected payments from the Accountant General's Office. **A WhatsApp message evidencing this communication is hereby attached, printed from my mobile device through my printer in the course of its normal activity.**

8. That the alleged purchase of a purported inverter system from another company is within the knowledge of the Defendant and has nothing to do with the Claimant's outstanding debt.

9. That as part of our operational standard, and despite the debt owed by the Defendant, attempts were made by the Claimant to carry out routine maintenance but access was denied by the Defendant, making the claim of return of the inverter untrue and baseless.

10. That the Defendant's claim that the system was incapable is a complete afterthought, as he has continued to retain and use the Claimant's components, only raising these alleged defects as a shield when the Claimant demanded rightful payment via a Solicitor's Letter.

11. That the Claimant denies that the Defendant/Counter-Claimant is entitled to a refund of ₦63,066,625.00 or any sum at all, as the equipment procured from high-end international vendors was released from the Claimant's warehouse in pristine condition and successfully integrated into the Defendant's residence. No complaint was ever reported until now.

12. That the Defendant continuously denied the Claimant's staff access for routine maintenance.

13. That the alleged purchase of a purported inverter system from another company is within the knowledge of the Defendant and has no connection whatsoever with the Claimant's outstanding debt, for which services were duly rendered.

14. That I aver that the Counterclaim is a gold-digging exercise and an attempt to retain high-value solar infrastructure without paying the market value.

15. That I urge this Honourable Court to dismiss the Defense and Counterclaim with substantial costs.

16. That I make this statement conscientiously, believing the same to be true.

DEPONENT

SWORN TO AT THE HIGH COURT OF FCT REGISTRY, ABUJA

BEFORE ME

COMMISSIONER FOR OATHS
FCT HIGH COURT OF JUSTICE ABUJA
NASIRU USMAN KAOJE

COMMISSSIONER OF OATHS

DATE 12/3/2026

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LIST OF ADDITIONAL DOCUMENTS

1. **Print Out of Screenshot of Whatsapp Chat**

Dated this ---- of March, 2026

Dr. Dayo G. Ashonibare, Esq (Notary Public)
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Simiat Suleiman, Esq
J.O Ibrahim, Esq
Iyanuoluwa Idowu, Esq
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