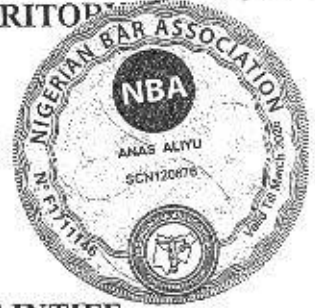


SERVICE COPY

Comfort Ubedunwa
06/03/26 5:14pm

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



SUIT NO: CV/4367/2025

BETWEEN

BLUE CAMEL ENERGY LIMITED.....PLAINTIFF

AND

ALHAJI KABIRU KAMBA MOHAMMED.....DEFENDANT

DEFENDANT'S STATEMENT OF DEFENCE AND COUNTER CLAIM

STATEMENT OF DEFENCE

ABUJA
NASIRU USMAN KADUE
REGISTRAR
SIGN  DATE 27/2/26

SAVE AND EXCEPT as hereunder expressly admitted, the Defendant denies each and every allegation of facts contained in the Statement of Claim as if same is hereby mentioned and traversed seriatim.

1. The Defendant is not in a position to admit or deny paragraph 1 of the Claimant's Statement of Claim thereby putting the Claimant to the strictest proof of the averment contained therein.
2. The defendant admits paragraph 2 of the Claimant's Statement of Claim.
3. The Defendant admits paragraph 3 of the Claimant's Statement of Claim and in defence further avers that:
 - a. Part of the agreement reached by the Claimant and the Defendant is that upon installation, the Solar would be efficient to power the Defendant's property without the need of any form of electricity or generator set.
 - b. That the warranty for the Solar if installed would be 30 years with no hitches as represented by the Claimant.

RN-6 03458311

for 2500

27/2/26

4. The Defendant denies paragraphs 4 and 5 of the Claimant's Statement of Claim thereby putting the Claimant to the strictest proof of the averment contained therein and in defence further avers that:
 - a. The agreed sum for the project is **N100,000,000.00 (One Hundred Million, Naira)**.
 - b. That the defendant made a part payment to the Claimant, the sum of **N63,066,625.00 (Sixty-Three Million, Sixty-Six Thousand, Six Hundred and Twenty-Five Naira only)** in two instalments of **N50,000,000 (Fifty Million Naira)** and **N13, 066, 625.00**. *Copies of the payment receipts are hereby pleaded and shall be relied on at the trial.*
 - c. That by the express agreement of the Defendant and the Claimant, the balance of **N36,933,375.00 (Thirty-six Million, Nine Hundred and thirty-three Thousand, Three Hundred and Seventy-five Naira)** was to be paid after completion and testing of the project.
5. The defendant admits paragraph 6 of the Claimant statement of Claim.
6. The Defendant admits paragraph 7 of the Claimant's statement of Claim only to the extent that the solar system was installed, and in defence avers thus:
 - a. That after the installation and handover, the Defendant discovered that contrary to the covenant of the Claimant, the Solar System does not last for more than two (2) hours after the sunset.
 - b. That the defendant through his representative, reached out to the Claimant and informed the Claimant of the problem.
 - c. That thereafter the team of the Claimant came over and after some checks, the defendant was asked to buy a generator set to be charging the inverters.
 - d. That barely two weeks after the development in paragraph c above, one of the inverters was discovered to have fallen from where it was stationed and when the Claimant was informed, they came and took the inverter only to be returned after about a month.

- e. That even with the generator set and the several fixing of one issue and another, the solar system is not powering the property of the Defendant as requested as per the agreement of the Claimant and the Defendant.
 - f. That all effort to get the Claimant to fix the problem fails despite several promises and at a time, the Claimant stopped responding to the Defendant calls.
 - g. That when the Defendant realize that the Claimant is incapable of perfecting the project, the defendant repudiated the contract with the Claimant and he engaged the services of OFFGRID ELECTRIC LTD which installed the solar system that is currently in use in the Defendant's Property. *Pictures of the inverters installed by Offgrid and receipt of part payment is hereby pleaded and shall be relied upon at the trial.*
 - h. That all the Inverters as well as the Batteries installed by the Claimant were removed and the Claimant was informed and was requested to come and move them and to refund back the money paid to it by the Defendant, having not been able to do the Job as agreed. *Pictures of the removed inverters and batteries are hereby pleaded and shall be relied upon at the trial.*
 - i. That the Defendant repudiated the contract between him and the Claimant on the ground of the failure of the Claimant to perform the contract as specifically agreed.
 - j. That the Claimant has failed, refused and neglected to move the inverters and the Batteries despite repeated Demands.
7. The Defendant denies paragraphs 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 of the Claimant's statement of Claim, thereby putting the Claimant to the strictest proof of the averment contained therein and in specific response avers that:
- a. The Solar system installed by the Claimant was never enjoyed by the Defendant same having not fit the purpose for which the Defendant contracted and commissioned the Claimant for the Project.

- b. That at all time material to the instant case, the Defendant never breached his own part of the bargain, but rather it is the Claimant that fails to do what it was agreed for.
 - c. That by the representation of the Claimant to the Defendant, it has the technical know-how and wherewithal of what is needed for the project requested by the Defendant of a Solar System that can power the defendant's house without the need of electricity or generator, but the Claimant fails to execute same.
8. The Defendant avers that the Claimant's case is frivolous and lacking in merit and liable to be stroke out.
 9. The defendant shall rely on all document whether in their original form, photocopy or certified true Copy in his defence.
 10. The defendant shall at the hearing of this suit urge this honourable Court to dismiss the suit for lacking in merit.

WHEREOF THE DEFENDANT COUNTER CLAIMS AGAINST THE CLAIMANT AS FOLLOWS:

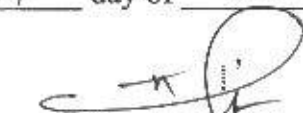
COUNTER CLAIM

1. The defendant/ Counter Claimant repeats the averments in paragraphs 1 – 9 of his Statement of Defence as if same is reproduced herein seriatim and further avers that:
2. The Claimant/ defendant to the Counter Claim does not have any valid claim against the defendant/ Counter Claimant.
3. The defendant/ Counter Claimant avers that the Claimant/defendant fails to perform the contract for the installation of complete solar system at the defendant's house at Utako Abuja in accordance with the agreed specification and the warranty represented by the Claimant to the Defendant.
4. The Defendant is entitled to recover the sum of **N63,066,625.00 (Sixty-Three Million, Sixty-Six Thousand, Six hundred and Twenty-Five Naira only)** paid

to the Claimant in two instalments as part performance of the contract which the Claimant fails to perform.

5. The Defendant/Counter Claimant hereby pleads all documents directly or indirectly connected to this suit, whether in their original form, photocopies or CTC.
6. Whereof the Defendant/Counter claimant claim against the Claimant/Defendant to counter claim as follows:
7. **A DECLARATION** of this Honorable Court that the Claimant/Defendant to counter claim fails to perform the Contract for the installation of complete Solar project entered into with the Defendant/Counter Claimant as agreed.
8. **AN ORDER** of this Honorable Court directing the Claimant/Defendant to counter claim to pack out the inverters, Batteries and Solar Pannels left at the residence of the Defendant.
9. **AN ORDER** of this Honorable Court compelling the Claimant/defendant to counter claim to refund to the Defendant/Counter Claimant the sum of **N63,066,625.00 (Sixty-Three Million, Sixty-Six Thousand, Six Hundred and Twenty-Five Naira only)**, paid by the Defendant to the Claimant as money had and received having failed to perform the contract.
10. **AN ORDER** of this Honorable Court directing the Claimant/ defendant to Counter claim to pay to the Defendant/Counter Claimant the sum of **N5,000,000.00 (Five Million Naira) only**, as cost for defending this suit.

Dated this 22nd day of 02 2026


✓ Aliyu Anas, Esq.

Ibrahim Muhammad, Esq.

Aliyu Ibrahim Abubabakar, Esq.

R.M. Nyajo, Esq.

Defendant's Counsel

Al-Burhaan Legal Practitioners

Suite 1, 3rd Floor, ITF House, Maitama, Abuja
07036506823.

anasaliyu819@gmail.com

FOR SERVICE ON:

THE PLAINTIFF.

C/O their Counsel

Dr. Dayo G. Ashonibare, Esq. (Notary Public)

Ene Ashonibare, Esq.

Simiat Suleiman, Esq.

Levite Solicitors & Arbitrators

Block 15D, Salis Court, Efirelleogun Street,

(Around Airport Junction), Gwarimpa, FCT-Abuja

08033661414

levitesolicitors@gmail.com

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

SUIT NO: CV/4367/2025

BETWEEN

BLUE CAMEL ENERGY LIMITED.....PLAINTIFF

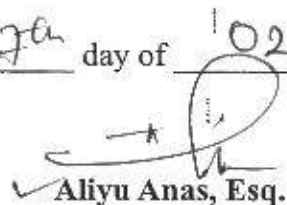
AND

ALHAJI KABIRU KAMBA MOHAMMED.....DEFENDANT

DEFENDANT'S LIST OF WITNESSES

1. ALHAJI KABIRU KAMBA MOHAMMED
2. ANY OTHER ADDITIONAL WITNESS

Dated this 27th day of 10th 2026


✓ Aliyu Anas, Esq.

Ibrahim Muhammad, Esq.

Aliyu Ibrahim Abubabakar, Esq.

R.M. Nyajo, Esq.

Defendant's Counsel

Al-Burhaan Legal Practitioners

Suite 1, 3rd Floor, ITF House, Maitama, Abuja

07036506823.

anasaliyu819@gmail.com

FOR SERVICE ON:

THE PLAINTIFF.

C/O their Counsel

Dr. Dayo G. Ashonibare, Esq. (Notary Public)

Ene Ashonibare, Esq.

Simiat Suleiman, Esq.

Levite Solicitors & Arbitrators

Block 15D, Salis Court, Efirelleogun Street,

(Around Airport Junction), Gwarimpa, FCT-Abuja

08033661414

levitesolicitors@gmail.com

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



SUIT NO: CV/4367/2025

BETWEEN

BLUE CAMEL ENERGY LIMITED.....PLAINTIFF

AND

ALHAJI KABIRU KAMBA MOHAMMED.....DEFENDANT

DEFENDANT/COUNTER CLAIMANT WITNESS STATEMENT ON OATHS
OF ALHAJI KABIRU KAMBA MOHAMMED

I, ALHAJI KABIRU KAMBA MOHAMMED, Adult, Male, Muslim, Nigerian citizen of ML Wushishi Street, Utako District, FCT, Abuja, do hereby make Oath and state as follows:

1. That I am the defendant in this suit and by virtue of my position I'm conversant with the facts of this case.
2. That I am not in position to admit or deny paragraph 1 of the Claimant's Statement of Claim.
3. That paragraphs 2 and 3 of the Claimant's Statement of Claim is true and in addition I know for a fact that:
 - a. Part of the agreement reached with the claimant is that upon installation, the Solar system would be efficient to power my House without the need of any form of electricity or generator set.
 - b. That the warranty for the complete Solar upon installation would be 30 years with no hitches as represented by the Claimant.
4. That paragraphs 4 and 5 of the Claimant's Statement of Claim are not true. The true position is that:
 - a. The agreed sum for the project is N100,000,000.00 (One Hundred Million, Naira) only.

- b. That I made a part payment to the claimant of the sum of **N63,066,625.00 (Sixty-Three Million, Sixty-Six Thousand, Six Hundred and Twenty-Five Naira only)** in two instalments of **N50,000,000 (Fifty Million Naira)** and **N13, 066, 625.00**. Copies of the payment receipts are herewith attached.
 - c. That by the express agreement I had with the Claimant, the balance of **N36,933,375.00 (Thirty-Six Million, Nine Hundred and Thirty-Three Thousand, Three Hundred and Seventy-Five Naira)** was to be paid after completion and testing of the project.
5. That paragraph 6 of the Claimant statement of Claim is true.
6. That paragraph 7 of the Claimant's statement of Claim to the extent that the solar system was installed is true, but as a fact:
 - a. after the installation and handover, we discovered that contrary to our agreement with the Claimant, the Solar System does not last for more than two (2) hours after the sunset.
 - b. That we reached out to the Claimant and informed the Claimant of the problem.
 - c. That thereafter the team of the Claimant came over and after some checks, the I was asked to buy a generator set to be charging the inverters.
 - d. That barely two weeks after the development in paragraph c above, one of the inverters was discovered to have fallen from where it was stationed and when the Claimant was informed, they came and took the inverter only to be returned after about a month.
 - e. That even with the generator set and the several fixing of one issue and another, the solar system is not powering my House which was the basis of the agreement with the Claimant.
 - f. That all effort to get the Claimant to fix the problem fails despite several promises and at a time, the Claimant stopped responding to our calls.
 - g. That when I realize that the Claimant is incapable of perfecting the project, I repudiated the contract with the claimant and engaged the services of another company by name OFFGRID ELECTRIC LTD which installed the solar

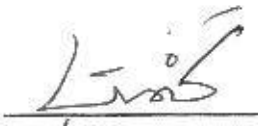
system that is currently in use in my house. *The Pictures of the inverters installed by Offgrid and parts of the receipt of payment issued to me are herewith attached.*

- h. That all the Inverters as well as the Batteries installed by the Claimant were removed and the Claimant was informed and was requested to come and move them and also to refund back the money, I paid to it, having not been able to do the Job as agreed. *Pictures of the removed inverters and batteries are herewith attached.*
 - i. That I repudiated the contract between myself and the Claimant on the ground of the failure of the Claimant to perform the contract as specifically agreed.
 - j. That the Claimant has failed, refused and neglected to move the inverters and the Batteries despite repeated Demands.
- 7. That 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 of the Claimant's Statement of Claim are not true.
 - 8. That we never enjoyed the Solar system installed by the Claimant same having not fit the purpose for which the we contracted and commissioned the Claimant for the Project.
 - 9. That at all time material to the instant case, I never breached my own part of the bargain, but rather it is the Claimant that fails to do what it was agreed upon.
 - 10. That by the representation of the Claimant to me, it has the technical know-how and the wherewithal of what is needed for the project I requested of a complete Solar System that can power my house without the need of electricity or generator, but the Claimant fails to execute same.
 - 11. That the Claimant fails to perform the contract for the installation of complete solar system at my house at Utako Abuja in accordance with the agreed specification and the warranty represented by the Claimant to me.
 - 12. That I am entitled to recover the sum of **N63,066,625.00 (Sixty-Three Million, Sixty-Six Thousand, Six Hundred and Twenty-Five Naira only)** paid to the Claimant in two instalments as part performance of the contract which the Claimant fails to perform.

11. I shall rely on all documents directly or indirectly connected to this suit, whether in their original form, photocopies or CTC.
12. That I pray the Court to grant the relief sought in my statement of Defence and Counter Claim:
13. That it is in the interest of justice to Dismiss the Claimant's case.
14. That I make this oath in good faith and in accordance with *Oaths Act*.

JURAT:

The Content of this witness statement on Oaths having being read to the witness in English language and interpreted to Hausa Language by Anas, Aliyu, Esq..... and after the witness appeared to have perfectly understood same before appending his signature.


DEPONENT

SWORN TO AT THE FCT HIGH COURT REGISTRY, ABUJA

THIS 27th DAY OF Feb 2026.

BEFORE ME
COMMISSIONER FOR OATHS
FCT HIGH COURT OF JUSTICE ABUJA
NASIRU ISMAN KADJE
COMMISSIONER OF OATHS
DATE 27/2/2026

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

SUIT NO: CV/4367/2025

BETWEEN

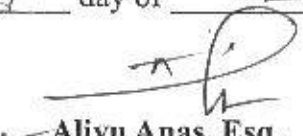
**BLUE CAMEL ENERGY LIMITED.....PLAINTIFF
AND**

ALHAJI KABIRU KAMBA MOHAMMED.....DEFENDANT

DEFENDANT'S LIST OF DOCUMENTS TO BE RELIED UPON

1. Zenith Bank Receipt of Transfer dated 25/03/2024
2. Fidelity Bank Receipt of Transfer dated 1st December, 2023
3. Printed Pictures Showing Removed Inverters and Batteries.
4. Printed Pictures Showing Green Energy Inverters

Dated this 29th day of 02 2026


✓ Aliyu Anas, Esq.

Ibrahim Muhammad, Esq.

Aliyu Ibrahim Abubabakar, Esq.

R.M. Nyajo, Esq.

Defendant's Counsel

Al-Burhaan Legal Practitioners

Suite 1, 3rd Floor, ITF House, Maitama, Abuja

07036506823.

anasaliyu819@gmail.com

FOR SERVICE ON:

THE PLAINTIFF,

C/O their Counsel

Dr. Dayo G. Ashonibare, Esq. (Notary Public)

Ene Ashonibare, Esq.

Simiat Suleiman, Esq.

Levite Solicitors & Arbitrators

Block 15D, Salis Court, Efirelleogun Street,

(Around Airport Junction), Gwarimpa, FCT-Abuja

08033661414

levitesolicitors@gmail.com

ANNEXTURE 1



Online Banking

Transaction Receipt

Payer

ASSADEEQ ENTERPRISES

560****811

Fidelity Bank Plc.

Receiver

BLUE CAMEL BROAD CONCEPTS

ENTERPRISE

000****782

Taj Bank

Transaction

NGN 13,066,625.00

INTERTRANSFER

1 December 2023 at 10:52 am GMT+1

Narration

COB TRF TO BLUE CAMEL **0782 TAJ -

Reference

ONB23120110520305894

SUCCESSFUL



This is an electronic receipt of a transaction and does not require any signature.

The authenticity of transaction can be confirmed with the Bank.

For any other assistance, kindly call True Serve on 0700 3233 5489 or email

true.serve@fidelitybank.ng

**Earn More Loyalty Points when
you Transact on the Fidelity Mobile
App, *770# (instant banking), debit
or credit cards!**



ANNEXURE 2



Zenith Bank Plc

Debit Advice

NCO2408543309788432

Acct No: 1006972065
Acct Name: ALH KABIRU KAMBA MOHAMMED
Branch: Ahmadu Bello Way
Date: 25/03/2024
Description: NIP CR/BLUE CAMEL COMPREHENSIVE SOLUTIONS VITA/NIP

Amount: NGN 50,000,000.00

Fifty Million - Naira Only

ZENITH BANK PLC
AHMADU BELLO WAY, ADUJA

INVOICE

DATE	13/06/2025
INVOICE #	D/01/50
CUSTOMER ID	0
DUE DATE	

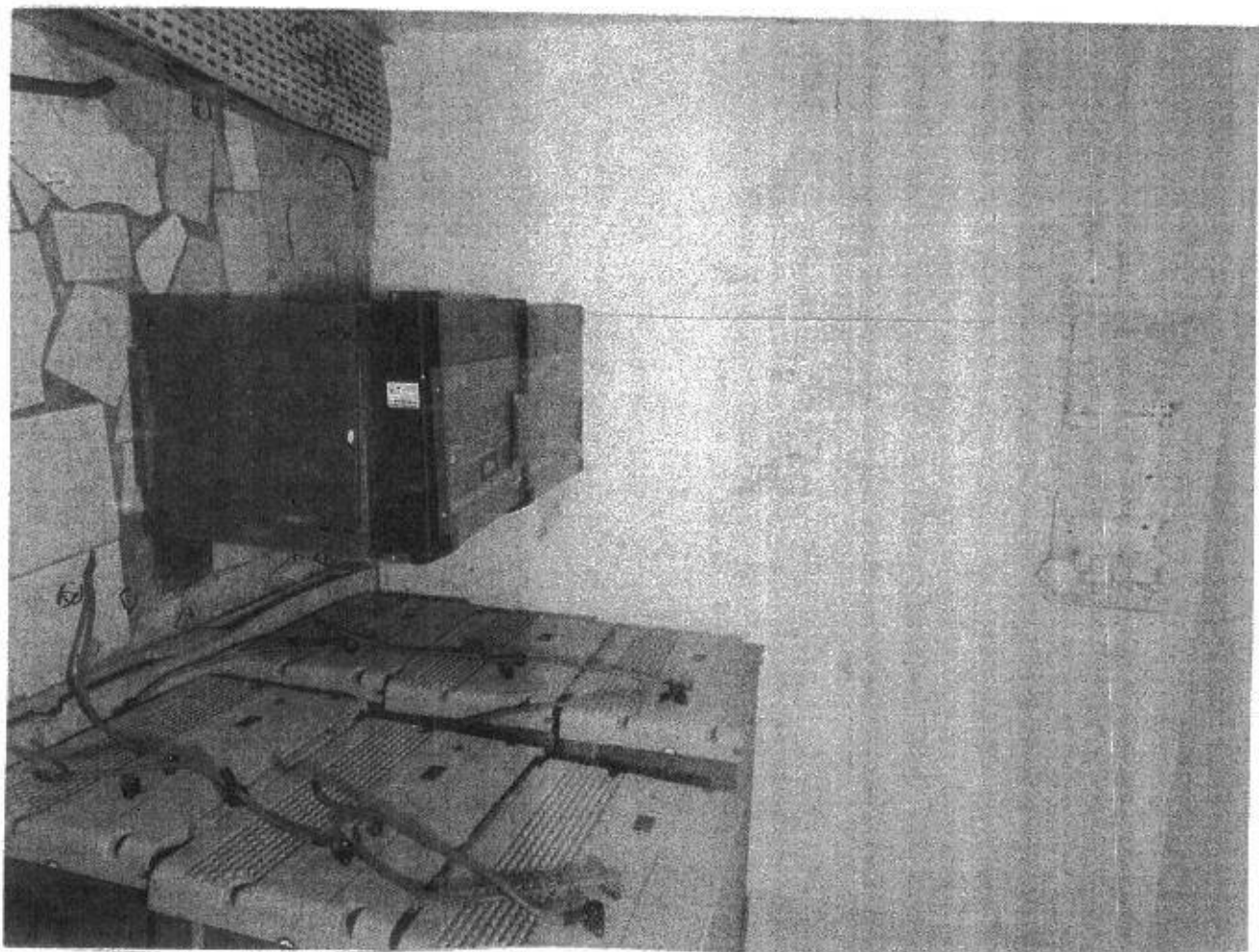
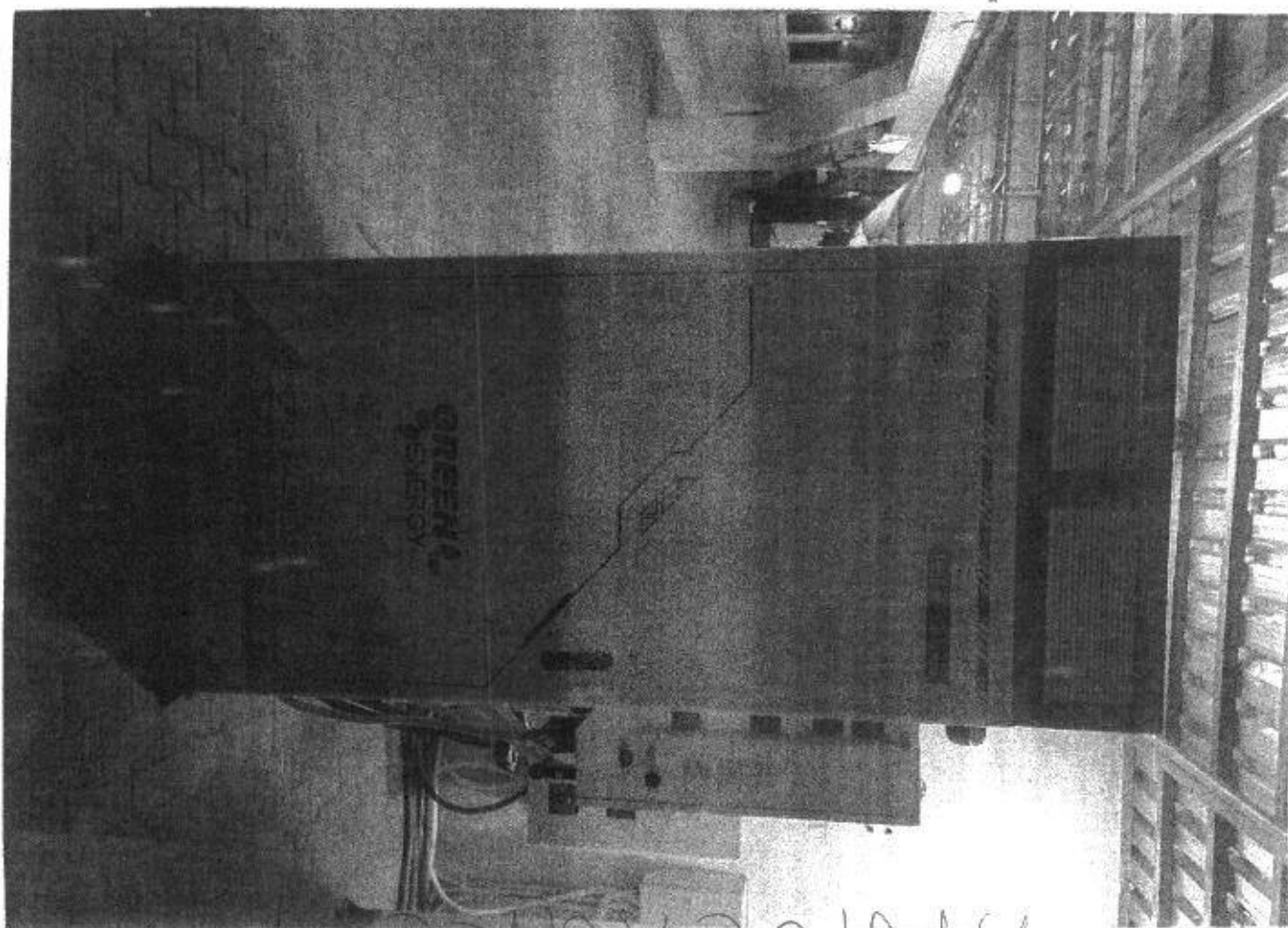
Alh. Kabiru Kamba

Subtotal	\$ 64,682,000.00
Taxable	-
Tax rate	0.000%
Tax due	-
Other	-
TOTAL	\$ 64,682,000.00

Sixty Four Million, Six Hundred and Eight Two Thousand Naira Only

OFFGRID ELECTRIC LTD
ZENITH BANK 1229317281

Thank You For Your Business!



ANNEXURE 4