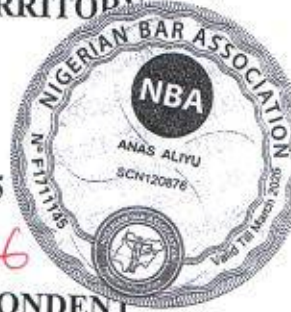


FDR SERVICE

Comfort Ikeshokwu
Kessie

06/3/26 5:14pm

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



BETWEEN

SUIT NO: CV/4367/2025

BLUE CAMEL ENERGY LIMITED.....CLAIMANT/RESPONDENT

MA/3013/2026

AND

ALHAJI KABIRU KAMBA MOHAMMED.....DEFENDANT/APPLICANT

MOTION ON NOTICE
BROUGHT PURSUANT TO SECTION 36 (1) OF THE CONSTITUTION OF
THE FEDERAL REPUBLIC OF NIGERIA ORDER 11 RULE 1 AND ORDER
50 RULE 4 OF THE RULES OF THIS HONOURABLE COURT (2025), AND
UNDER THE INHERENT JURISDICTION OF THIS HONOURABLE
COURT

TAKE NOTICE that this Honourable Court will be moved on theday of.....2026 at the hour of 9 O' Clock in the forenoon or so soon thereafter as counsel may be heard on behalf of the Defendant/applicant praying this Honourable Court for the following **RELIEF/ORDERS:**

1. **AN ORDER** extending time within which the Defendant may file and serve his Memorandum of appearance and statement of Defence out of time, the time allowed by the Rules of this Honourable Court having elapsed.
2. **AN ORDER** deeming the Defendant's Memorandum of Appearance and Statement of Defence annexed herewith and marked as exhibits "A" & "B" respectively and filed separately and served as properly filed and served.
3. **AND FOR SUCH FURTHER ORDER(S)** as this Honourable Court may deem fit to make in the circumstances.

TAKE FURTHER NOTICE that the grounds upon which this application is brought are as follows: -

1. That the time permitted by the Rules of this Honourable Court within which the Defendant was to file his Memorandum of Appearance and Statement of Defence has since elapsed.

RN-6 03458311

Re #4700
27/2/26

2. That leave of this Honourable court is required for the Defendant to file his Memorandum of Appearance and Statement of Defence out of time in defence of this suit.

Dated this 27th 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 CLAIMANT.

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

AFFIDAVIT IN SUPPORT OF MOTION ON NOTICE

I, **Rabiat M. Nyajo**, a legal practitioner of No. 6 Adetokunbo Ademola Crescent, Wuse 2 Abuja and a Nigerian citizen do hereby make Oaths and state as follows:

1. That I am a Legal practitioner in the law firm of Messrs, Al-Burhaan Legal Practitioners, Counsel to the Claimant/Applicant herein.
2. That by virtue of my position, I am conversant with the facts leading to this application.
3. That I have the consent of my employer and the Claimant/Applicant herein, to depose to this affidavit.
4. That **Aliyu Anas, Esq.**, the lead Counsel in the chambers of Messrs Al-Burhaan Legal Practitioners; Counsel to the Claimant, informed me at our office situate at No. 6 Adetokunbo Ademola Crescent, Wuse 2, Abuja at about 2:00 pm on 17th, December, 2025 the following and I verily believe:
 - a. That the law office of **Messrs Al-Burhaan Legal Practitioners** was engaged by the Defendant to represent him in defending this matter sometimes on the 30th day of January, 2026 when already the time permitted by the Rules of this honourable court within which to file Memorandum of Appearance and Statement of Defence had elapsed having being served on the 8th day of January, 2026.
 - b. That as a fact, the Defendant travel out of the Country immediately the Processes of the Claimant was served on him before he could engage the services of a lawyer to represent him in the matter.

- c. That as a fact, the inability to file the necessary processes on behalf of the Defendant/applicant within the time allowed by the Rules of this Honourable Court is not deliberate nor out of disrespect to this honourable Court.
- d. That leave of this honourable court is required for the Defendant/ applicant to file their processes out of time.
5. I know as a fact that the Defendant/applicant's memorandum of Conditional Appearance and Statement of Defence are ready and duly filed separately having paid the statutory fees. Copies of the Memorandum of Conditional Appearance and Statement of Defence are hereby exhibited and marked as exhibits "A" & "B"
6. That I know as a fact that the claimant will not be prejudiced in any way by the grant of this application.
7. That I know as a fact that the Defendant /applicant will rather suffer a greater hardship that cannot be adequately compensated in monetary terms if this application is refused.
8. I know as a fact that it will serve the interest of justice, if this application is granted so that the entire suit could be heard and determined on its merit.
9. That I do solemnly and sincerely declare and make this solemn declaration conscientiously believing the same to be true, correct and in accordance with the Oaths Act.

Rabat
DEPONENT

Sworn to at the Federal High Court Registry FCT ABUJA

This 27th day of Feb2026

BEFORE ME
JUDGE
FCT ABUJA
SIGN
COMMISSIONER FOR OATHS
[Signature]

EXHIBIT "A"

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

MEMORANDUM OF APPEARANCE FOR THE DEFENDANT

Please enter A **CONDITIONAL APPEARANCE** for **ALHAJI KABIRU KAMBA MOHAMMED** sued as the defendant in this suit, whose address of service is C/O is Counsel, Al- Burhaan Legal Practitioners, **Suite 1, 3rd Floor, ITF House, Maitama, Abuja.**

Dated this _____ day of _____ 2026

Aliyu Anas, Esq.

Aliyu Ibrahim Abubabakar, Esq.

Ibrahim Muhammad, 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

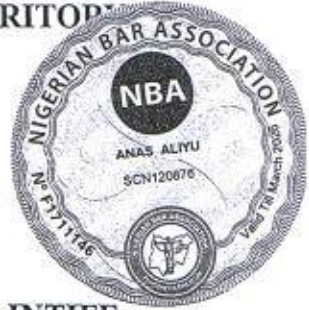
08033661414

levitesolicitors@gmail.com



EXHIBIT "B"

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

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.

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 _____ day of _____ 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 _____ day of _____ 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
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**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.

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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 Dismissed 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 _____ DAY OF _____ 2026.

BEFORE ME

COMMISSIONER OF OATHS

**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 _____ day of _____ 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
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FOR SERVICE ON:

THE PLAINTIFF.

C/O their Counsel
Dr. Dayo G. Ashonibare, Esq. (Notary Public)
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08033661414
levitesolicitors@gmail.com

FEDERAL COURT OF THE FCT ABUJA
EXHIBIT
NASIRU USMAN KADJE
SIGN _____ DATE _____

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



WRITTEN ADDRESS IN SUPPORT OF MOTION ON NOTICE

1.00 INTRODUCTION

1.01 The Claimant/Respondent filed this suit sometimes on 31st day of October, 2025.

But the Originating processes alongside a hearing Notice were served on the Defendant on the 8th day of January, 2026.

1.02 That the law office of **Messrs Al-Burhaan Legal Practitioners** was engaged by the Defendant/Applicant to represent him in defending this matter sometimes on 30th January, 2026 when already the time permitted by the Rules of this Honourable Court within which to enter appearance and to file response against the Claimant's has elapsed and leave of this Honourable Court is necessary for the time to be extended. Hence this Application

1.03 The relief sought are as contained on the face of the motion paper.

1.04 The application is predicated on 2 grounds and also supported by a 9 paragraphs affidavit deposed to by **Rabiat Muhammad Nyajo, Esq;** a counsel in the law firm of Al-Burhaan Legal Practitioners. We rely on all the depositions contained in the said affidavit as well as the exhibits attached.

In line with the rules of this Honourable Court my lord, we filed this written address in urging your lordship to grant our application as prayed.

2.00 ISSUE FOR DETERMINATION

- 2.01 The Defendant/applicant formulates a lone issue for the determination of this Honourable court, thus:

Whether the Defendant/applicant is entitled to the relief sought in view of the circumstance in the supporting affidavit?

3.00 LEGAL ARGUMENT

Whether the Defendant/applicant is entitled to the relief sought in view of the circumstance in the supporting affidavit?

- 3.01 This, we answer in the affirmative.

- 3.02 We submit with respect my Lord, that an application of this nature is entirely granted at the discretion of this Honourable Court. The court is usually urged to do so judicially and judiciously. The court does so by looking into the affidavit of the applicant in support of the application, with the paramount interest of justice as a guide.

My lord, is empowered to extend time for the doing of any act where the justice of the circumstances so demand. On this we rely on the provision of Order 50 Rule 4 of the Rules of this honourable court which provides thus: -

"The Court may, either before or after the expiration of the time appointed by these Rules or by any judgment or order of the court, extend the time or adjourn for doing any act or taking any act or taking any proceedings"

Emphasizing the power of the court to grant application of this nature, it was held, case of **CATCO CORPORATION ORGANISED VS. A.R.C. (2010) ALL FWLR (PT. 517) PG. 677 @ PG. 684 RAT. 9** thus;

"A grant or refusal of an application is purely within the province of the discretionary powers of the trial court. Such discretion must at all times, however be exercised not only judicially but also judiciously on sufficient materials".

See also the case of **TANKO VS. U.B.A. PLC (2011) ALL FWLR (PT. 556) PG. 409 RAT.2 & 3 S.C.**

- 3.03 By the aforesaid provision my lord has the unfettered power to grant this application.

More so, a careful perusal of the depositions contained in the Defendants/applicant supporting affidavit by my lord will reveal that, the delay

in filling the necessary processes on behalf of the 1st defendant is not deliberate, but due to time constraint which is beyond counsel human control.

- 304 We submit with respect my lord, that in this kind situation, the court normally grants the application in the interest of fair hearing.
In **TANKO VS. U.B.A. PLC (2011) ALL FWLR (PT. 556) (SUPRA)** the Supreme Court at P.419 PARAS. D-E Held thus:
“..... the intention of the law is to give parties opportunity to present their case and defence to enable the court determine the matter in controversy between them on the merit.

4.00 CONCLUSION

We humbly urge this court to exercise its discretion in favour of Defendant/Applicant by granting this application as prayed and in the interest of justice.

Dated this 27th 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
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FOR SERVICE ON:

THE CLAIMANT.

C/O their Counsel
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