

Service Copy

IN THE DISTRICT COURT OF FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA
SUIT NO. CV/171/2024

BETWEEN:

DR. DATTI BABA-AHMED..... PLAINTIFF

AND

APPLIED-IMPACT SOLUTION LTD..... DEFENDANT

HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
ABUJA
Sign: [Signature] Date: 2/9/24

DEFENDANT'S STATEMENT OF DEFENCE

Save and except as hereinafter expressly and specifically admitted, the Defendant deny every material allegation of facts contained in the Plaintiff's Statement of Claims as if each and every allegation of fact is specifically set out and traversed seriatim.

1. The Defendant shall contend that the entire case of the Plaintiff is incompetent.
2. The Defendant denies paragraph 1 of the Plaintiff's statement of claim and wish to state that the Defendant only had a tenancy agreement with **INYI VICTOR & PARTNERS** which described herself as **Landlord** and **Owner** of the premises known and described as **House 6 Plot 335 Water Park Road Phase 2 Kado, FCT, Abuja**. A copy of the Tenancy Agreement made in 2020 and renewable yearly shall be relied upon at the trial of this case. The Defendant avers that there is no any address as **House 6 No. 3 Water Park Road Kado, FCT, Abuja** being occupy by the Defendant, and the Defendant shall put the Plaintiff to the strictest proof thereof.
3. The Defendant vehemently denies paragraph 2 of the Plaintiff's Statement of Claim and states that the Defendant is a yearly tenant paying the sum of **N2,500,000.00 (Two Million, Five Hundred Thousand Naira)** only as agreed and contained in the tenancy agreement and not **N3,500,000.00 (Three Million Five Hundred Naira)**. Furthermore, there was never a time the Plaintiff and the Defendant agreed that the rental value is **N3.5 million naira**. As a matter of fact, at all material time leading to this instant suit, the agreed rental value is **N2.5 million**.

TOM AT 12
N-212865829
Jen 4/9/2024

4. That contrary to paragraph 3, 4 and 5 of the Plaintiff's Statement of Claim, the tenancy did not expire on the 31/3/2022 as the rent of the Defendant was still running. The Defendant made payment for the renewal of 2022 to 2023 tenancy on 30/5/2022 in the sum of N2,500,000.00 to the Plaintiff in the Plaintiff United Bank of Africa (UBA) bank account. A copy of the of UBA Online Transfer Advice (receipt) is hereby pleaded and shall be relied upon. The condition of which the said receipt is generated is stated in the Certificate of Compliance filed alongside the statement of defence and other processes and same shall be relied upon. Furthermore, the Defendant is not a tenant at will as portrayed by the Plaintiff, her rent having not expired as at 2022. Also, there was no any time the Plaintiff's alleged brother, Umar Baba-Ahmed, purported interface and interacted with the Defendant's Managing Director and discussed that the Plaintiff needs the property for personal and urgent use. The Plaintiff shall be put to the strictest prove of the averments in his paragraphs 3, 4 and 5 of the statement of claim.
5. The Defendant denies paragraph 6, 7 and 8 of the Plaintiff's statement of claims, and in response, states that the alleged Notice of Owners Intention to Apply to Recover Possession is incompetent. Again, the tenancy did not expire in 2022 since the Defendant having renewed the rent by paying for the rental value of N2,500,000.00 into UBA Account 1002876563, a bank account belonging to the Plaintiff. The Defendant shall contend that the statutory notice is incurably defective and shall put the Plaintiff to the strictest proof thereof. Furthermore, the Defendant wishes state as follows:
- A. The Plaintiff in a bid to forcefully evict the Defendant in 2022, sent his personal security officer (Mr. Dahiru Salihu Abdullahi) and other staff of the Plaintiff to forcefully remove the doors, windows and other fittings of the premises while still in occupation by the Defendant and assaulted the Defendant's Managing Director.
- B. That the Plaintiff's staff had unlawfully and forcefully broke the windows and the door of the one of the two apartments (house 5) and consequently forced themselves inside to evict the Defendant who was still in lawful occupation of the premises. Pictures of the said Plaintiff's staff engaging in the illegal eviction are hereby pleaded. The condition of which the said pictures are generated is stated in the Certificate of Compliance filed alongside the statement of defence and other processes and same shall be relied upon.

- C. That the Defendant' Managing Director promptly alerted the Police at Life Camp Police Station, Abuja, for the illegal eviction wherein the Plaintiff staff were arrested and then subsequently arraigned in court for criminal conspiracy, trespass and mischief.
- D. That it was after the Defendant had finished renovating the entire flats that the Plaintiff surreptitiously want to evict the Defendant even to the point of sending his staff to forcefully eject the Defendant. Plaintiff did not inform the Defendant that he needed the premises for urgent personal use.
6. The Defendants denies paragraph 9 of the statement of claim of the Plaintiff, and states that the Defendant has defence to the Plaintiff's case and further states that the Defendant has not defaulted in paying the rental value of N2,500,000.00, and having renewed the rent for 2022 to 2023 and has expressed willing to pay her rent as at when due, but for the Plaintiff breaching the tenancy agreement.
7. The Defendant denies paragraphs 10 and 11. of the Plaintiff's statement of claim. In response, the Defendant avers that by the tenancy relationship, which started on the 1/4/2020 and subsequently renewed under same terms and conditions till date, the Plaintiff has no basis to approach the court when the rent of the Defendant was still running for 2022 to 2023. Furthermore, the Plaintiff is not entitled to any legal fees, cost or any reliefs. As a matter of fact, the Plaintiff who filed a similar suit before this Honourable Court in Consolidated suit nos. CV/68/2023 and CV/69/2023 between the same parties as in this present suit, was struck out by the court on the 15/8/2024. Furthermore, the Plaintiff is not entitled to any legal fees, cost, recovery of the premises, mense profit or any reliefs.
8. The Defendant denies the Plaintiff's claim in its entirety and urge this Honourable Court to dismiss the Plaintiff's claim for being frivolous, vexatious, lacking in merit and with substantial cost of N1,000,000.00.

Dated this 20th day of September 2024.



HABILA TURSHAK, ESQ. ✓
HABILA TURSHAK & CO.,

Defendant's Counsel,
C/o Tapji Lengs, Esq,
No. 6 Gabes Street,
Wuse Zone 2, Abuja
habillagarba@gmail.com
habilaturshak@nigerianbar.ng
08039214025/08030872193

FOR SERVICE ON THE PLAINTIFF

C/o of Counsel

Dayo G. Ashonibare, Esq

Ene Ashonibare, Esq

Simiat Sulaiman, Esq

Smart Fyeface Wofuru Esq

Levite Solicitors & Arbitrators

Suite SF 22 Anafara'a Plaza,

First Avenue, Gwarimpa, Abuja.

08033661414

Levitesolicitors@gmail.com/hello@levitesolicitors.com

IN THE DISTRICT COURT OF FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT ABUJA

SUIT NO. CV/171/2024

BETWEEN:

DR. DATTI BABA-AHMED..... PLAINTIFF

AND

APPLIED-IMPACT SOLUTION LTD.....DEFENDANT

WITNESS STATEMENT ON OATH OF DR O'DIAKPO OBIRE

I, Dr. O'Diakpo Obire, male, adult, Christian, businessman, and a Nigerian citizen of Plot 335, Water Park Road, Kado, Abuja, do hereby make Oath and state as follows;

1. That I am the Managing Director of the Defendant and by virtue of my position I am very conversant with the facts of this case, and I also have the consent and authority of the Defendant to make this witness statement on oath.
2. That the Defendant shall contend that the entire case of the Plaintiff is incompetent.
- ✓ 3. That the Defendant had a tenancy agreement with INVI VICTOR & PARTNERS which described herself as Landlord and Owner of the premises known and described as House 6 Plot 335 Water Park Road Phase 2 Kado, FCT, Abuja. A copy of the Tenancy Agreement made in 2020 and renewable yearly shall be relied upon at the trial of this case. There is no any address as House 6 No. 3 Water Park Road Kado, FCT, Abuja being occupy by the Defendant, and the Defendant shall put the Plaintiff to the strictest proof thereof.
4. I know as fact that the Defendant is a yearly tenant paying the sum of N2,500,000.00 (Two Million, Five Hundred Thousand Naira) only as agreed and contained in the tenancy agreement and not N3,500,000.00 (Three Million Five Hundred Naira). Furthermore, there was never a time the Plaintiff and the Defendant agreed that the rental value is N3.5 million naira. As a

matter of fact, at all material time leading to this instant suit, the agreed rental value is N2.5 million.

5. I also as a fact that the tenancy did not expire on the 31/3/2022 as the rent of the Defendant was still running as of 2022 to 2023. The Defendant made payment for the renewal of 2022 to 2023 tenancy on 30/5/2022 in the sum of N2,500,000.00 to the Plaintiff in the Plaintiff's United Bank of Africa (UBA) bank account. A copy of the of UBA Online Transfer Advice (receipt) shall be relied upon. The condition of which the said receipt is generated is stated in the Certificate of Compliance filed alongside the statement of defence and other processes and same shall be relied upon. Furthermore, the Defendant is not a tenant at will as portrayed by the Plaintiff, her rent having not expired as at 2022. Also, there was no any time the Plaintiff's alleged brother, Umar Baba-Ahmed, purportedly interfaced and interacted with the Defendant's Managing Director and discussed that the Plaintiff needs the property for personal and urgent use. The Plaintiff shall be put to the strictest prove of the averments in his paragraphs 3, 4 and 5 of the statement of claim.
6. I know that the alleged Notice of Owners Intention to Apply to Recover Possession is incompetent. Again, the tenancy did not expire in 2022 since the Defendant having renewed the rent by paying for the rental value of N2,500,000.00 into UBA Account 1002876563, a bank account belonging to the Plaintiff. The Defendant shall contend that the statutory notice is incurably defective and shall put the Plaintiff to the strictest proof thereof. Furthermore, I wish to state as follows:
 - A. *The Plaintiff in a bit to forcefully evict the Defendant in 2022, sent his personal security officer (Mr. Dahiru Salihu Abdullahi) and other staff of the Plaintiff to forcefully remove the doors and windows of the premises while still in occupation by the Defendant and assaulted me.*
 - B. *The Plaintiff's staff had unlawfully and forcefully removed the windows, door and other fittings of the one of the two apartments (house 5) and consequently forced themselves inside to evict the Defendant who was in lawful occupation of the premises. Pictures of the said Plaintiff's staff removing the windows are hereby pleaded. The condition of which the said pictures are generated is stated in the Certificate of Compliance filed alongside the statement of defence and other processes and same shall be relied upon.*

- C. *Totally surprised by the act of the Plaintiff, and as a law-abiding citizen, I promptly reported the issue to the Police at Life Camp Police Station, Abuja, for the illegal eviction wherein the Plaintiff's staff were arrested and then subsequently arraigned in court for criminal conspiracy, trespass and mischief.*
- D. *That it was after the Defendant had finished renovating the entire flats with the knowledge and approval of the Plaintiff that the Plaintiff surreptitiously wanted to evict the Defendant even to the point of sending his staff to forcefully and unlawfully eject the Defendant.*
7. The Defendant has defence to the Plaintiff's case and further states that the Defendant has not defaulted in paying the rental value of N2,500,000.00, and having renewed the rent for 2022 to 2023 and has expressed willing to pay her rent as at when due, but for the Plaintiff breaching the tenancy agreement.
8. I also know that by the tenancy relationship, which started in 2020 and subsequently renewed under same terms and conditions till date, the Plaintiff has no basis to approach the court when the rent of the Defendant was still running for 2022 to 2023. As a matter of fact, the Plaintiff who filed a similar suit before this Honourable Court in Consolidated suit nos. CV/68/2023 and CV/69/2023 between the same parties as in this present suit, was struck out by the court on the 15/8/2024. Furthermore, the Plaintiff is not entitled to any legal fees, cost, recovery of the premises, mense profit or any reliefs.
9. I urged this Honourable Court to dismiss the Claimant's claim in its entity for being frivolous, vexatious, lacking in merit and with substantial cost N1,000,000.00.
10. That I deposes to this Witness Statement on Oath in good faith consciously believing same to be true and in accordance with the provision of the Oath Act 2004.


DEPONENT

SWORN TO AT THE REGISTRY OF DISTRICT COURT, ABUJA

DATED this 24th day of Sept 2024

BEFORE ME

COMMISSIONER FOR OATHS.



IN THE DISTRICT COURT OF FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA
SUIT NO. CV/171/2024

BETWEEN:

DR. DATTI BABA-AHMED..... PLAINTIFF

AND

APPLIED-IMPACT SOLUTION LTD.....DEFENDANT

LIST OF WITNESS

1. Dr. O'Diakpo Obire

Dated this 21st day of September 2024.


HABILA TURSHAK, ESQ. ✓
HABILA TURSHAK & CO.,
Defendant's Counsel,
C/o Tapji Lengs, Esq,
No. 6 Gabe's Street,
Wuse Zone 2, Abuja
habillagarba@gmail.com
habilaturshak@nigerianbar.ng
08039214025/08030872193

FOR SERVICE ON THE PLAINTIFF

C/o of Counsel

Dayo G. Ashonibare, Esq

Ene Ashonibare, Esq

Simiat Sulaiman, Esq

Smart Fyneface Wofuru Esq

Levite Solicitors & Arbitrators

Suite SF 22 Anafara'a Plaza, First Avenue, Gwarimpa, Abuja.

08033661414, Levitesolicitors@gmail.com/hello@levitesolicitors.com

IN THE DISTRICT COURT OF FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA
SUIT NO. CV/171/2024

BETWEEN:

DR. DATTI BABA-AHMED..... CLAIMANT

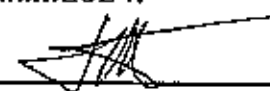
AND

APPLIED-IMPACT SOLUTION LTD.....DEFENDANT

LIST OF DOCUMENTS

1. Tenancy Agreement
2. Receipt (UBA Online Transfer Advice)
3. Pictures
4. Any other relevant documents.

Dated this: 2nd day of September 2024.


HABILA TURSHAK, ESQ.
HABILA TURSHAK & CO.,
Defendant's Counsel,
C/o Tapji Lengs, Esq,
No. 6 Gabes Street,
Wuse Zone 2, Abuja
habilagarba@gmail.com
habilaturshak@nigerianbar.ng
08039214025/08030872193

FOR SERVICE ON THE PLAINTIFF

C/o of Counsel

Dayo G. Ashonibare, Esq

Ene Ashonibare, Esq

Simiat Sulaiman, Esq

Smart Fyneface Wofuru Esq

Levite Solicitors & Arbitrators,

Suite SF 22 Anafara'a Plaza, First Avenue, Gwarimpa, Abuja.

08033661414; Levitesolicitors@gmail.com/hello@levitesolicitors.com

**IN THE DISTRICT COURT OF FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA
SUIT NO. CV/171/2024**

BETWEEN:

DR. DATTI BABA-AHMED..... PLAINTIFF

AND

APPLIED-IMPACT SOLUTIONSLTD.....DEFENDANT

**CERTIFICATE OF COMPLIANCE PURSUANT TO SECTION 84 OF THE EVIDENCE
ACT, 2011**

I, **Dr. O'Diakpo Obire**, male, adult, Christian, businessman, and a Nigerian citizen of Plot 335, Water Park Road, Kado, Abuja, do hereby make Oath and state as follows;

1. That I am the Managing Director of the Defendant on record in this suit and by virtue of my aforementioned position, I am very conversant with the facts of this case and the depositions herein.
2. That I have the consent of the Defendant to make this certificate.
3. That I am in charge of the operation and management of my HP Compaq Elite 8300 All-In-One Desktop with serial no: **MXL3100VZB** and the HP LaserJet CP1215 Printer with serial no: **CNC1240539** and also and iPhone 6 S-plus phone respectively.
4. That the Defendant has attached some documents generated from a computer system to her pleadings, to wit; printed copies of UBA Online Transfer Advice (receipt), some pictures and WhatsApp messages by me using my HP Compaq Elite 8300 All-In-One Desktop and iPhone 6 S-plus phone and HP LaserJet CP1215 Printer respectively.

5. That the foregoing computer-generated documents were printed from my HP Compaq Elite 8300 All-In-One Desktop and Printer described above.
6. That the computer systems (desktop, iphone and printer) through which the above documents were generated have been in constant use and dedicated for the purpose of generating such evidence and materials for over a period of 5 years.
7. That the computer systems have been in proper operation and condition, prior, during and after the period of the production of the said documents.
8. That this certificate is to comply with the requirements of the Evidence Act.
9. That I make this declaration in good faith conscientiously believing the content to be true.

THIS CERTIFICATE IS MADE THIS DAY OF2024

CERTIFIED BY

.....
Dr. O'Diakpo Obire

TENANCY AGREEMENT

BETWEEN

INYI VICTOR & PARTNERS

(LANDLORD)

AND

AISL APPLIED-IMPACT SOLUTION LTD

(TENANT)

TENANCY AGREEMENT

THIS AGREEMENT made the 1st day of April.....2020

BETWEEN

INYI VICTOR & PARTNERS of Suite 31 Yasuha Plaza Behind AP Plaza off Ademola Adetokunbo Crescent Wuse 2 Abuja Nigeria (Hereinafter called the "**LANDLORD**") which expression shall where the context so admits include his heirs, successors in title and assigns of the one part.

AND

AISL APPLIED-IMPACT SOLUTION LTD. Of House 6 Plot 335 Water park Road Kado District, FCT Abuja Nigeria (hereinafter referred to as "**THE TENANT**") which expression shall where the context so admits shall include it's successor-in-title, representatives and assigns) of the other part.

WHEREAS

1. The Landlord is the bonafide owner of the premises known and described as **House 6 Plot 335 water park Road Phase 2 Kado, FCT Abuja** consisting of a Terrace house of 3 Bedroom with One Room Domestic Staff Quarters (Hereinafter referred to as "**THE PREMISES**")
2. The services herein describe provision of 24 Hours Security persons, 24 Hours Water supply (Functional Borehole with adequate water Reservoir) cleaning parts, Garden and Flowering etc.
3. The landlord at the request of the Tenant has agreed to lease out the said premises and the tenant has agreed to take from the landlord same subject to the various term and conditions hereinafter contained.

NOW THE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

In consideration of the rent hereby reserved and the covenants on the part of the Tenant hereinafter contained the Landlord hereby lets unto the Tenant **ALL THAT PREMISES TO HOLD** unto the Tenant for a fixed term of **One(1) years CERTAIN** with an option to renew for another One year at the prevailing market rent, commencing from the 1st day of April 2020 to 30th Day of March 2021 **PAYING THEREBY** during the said term hereby granted the yearly rent of **(N2,500,000.00)** Two Million, Five Hundred Thousand Naira only (Net of all Taxes) per annum for the Premises referred to above and its appurtenances thereto which shall be payable for **1 years fixed term Certain.**

THE TENANT HEREBY CONVENANTS WITH THE LANDLORD AS FOLLOWS:

- i. To pay the reserved rent in the manner aforesaid.
- ii. To pay Service Charge deposit to the resident manager: water supply, refuse disposal, general cleaning and the bills received starting from the date of the tenant taking up occupancy.
- iii. To pay Tenement rate.
- iv. Not to assign, sublet or part with possession of any part of the property thereof without prior written consent of the Landlord. The Landlord hereby expressly consents to the occupation of the premises by the tenant's employees and other authorized invitees for the purpose of residential apartment only.
- v. Not to make or permit to be made any alteration in or addition to the premises and/or any part thereof without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed.
- vi. To keep and maintain the said premises including doors, windows, and locks, all the fittings and fixtures thereto including all sanitary and water apparatus therein and the furniture as per the inventory attached in good and tenantable repair and condition fair wear and tear excepted.
- vii. To permit the landlord and all persons authorized by him after prior notification in writing to examine the state and condition of the said premises and to execute and do any repair or works for which the landlord is liable under this covenant hereinafter contained and for purposes aforesaid to enter upon the premises or any part thereof with or without any necessary tools and appliances.
- viii. To keep the premises clean and in good repair, order and preservation and to make good all damages thereto at reasonable and equal value all such part thereof as at any time be destroyed otherwise than as aforesaid or lost or so damaged as to be incapable of complete reinstatement to their former condition and not without the prior written consent of the landlord to remove any of the kitchen furniture except only for the purpose of necessary repairs.
- ix. At the expiration of the said term or at the expiration of the option period fixable to yield up the premises to the Landlord with all the fixtures existing thereon at the time of the first entry in good and tenantable state of repair and condition as it was before the tenancy fair, wear and tear excepted.

- x. The tenant hereby expressly waives any right or entitlement to be served expressly with any statutory notices to quit upon the expiration of the term certain granted herein, and the landlord shall not be obliged to give the tenant any notice (other than the 7 days notice of intention to apply to court to recover possession) before initiating recovery proceedings against the tenant.

THE LANDLORD HEREBY COVENANTS AS FOLLOWS:

- (i) That the Tenant paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the said premises during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust of him.
- (ii) To pay property tax, tax assessment charges now or hereinafter legally payable in respect of the premises and to perform and to observe all covenants and stipulations on his part contained in the Certificate of Occupancy in respect of the premises in so far as same are required to be performed and observed by the Tenant and to indemnify the Tenant against all claim, demands, cost and expenses caused by the failure of the Landlord to observe and perform the same.
- (iii) To keep the premises structurally sound and water tight and exterior of the premises and all additions thereto and all drains and fences exterior thereof in good and tenantable repair and conditions and the exterior of the said premises in a reasonable state of decorative repair and condition and put and keep driveways and path-ways on the premises in good serviceable order and repair.
- (iv) That the Tenant may with prior consent of the Landlord, install other tenant fittings and remove the same at the determination of the tenancy and shall on such removal restore the premises to its state prior to such installation of fitting any may affix anti-burglary devices to windows and doors and may remove such devices but not the bars at the determination of the tenancy.
- (v) The landlord is responsible for all structural repairs and for external decorations.
- (vi) The landlord is also responsible for buildings insurance.

PROVIDED ALWAYS and it is hereby expressly agreed and declared as follows:

1. In the event of the premises being requisitioned or destroyed or made uninhabitable by "acts of God" insurrection or civil war, this Tenancy Agreement shall immediately become

- * The defendant is paid for 2022-2023 - 12,000
- * The defendant is paid from 2022 to ~~2023~~ date
- * The entire relief of this court is incompetent
- * The relief two shows 11/9/22
- * Your evidence are not a agreement