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IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

1. **ABUBAKAR MOHAMMED MAIGADA**

(For himself and on behalf
of Guzan Community)

2. **MUHAMMAD KUDU**

(For himself and on behalf
of Wuchi Community)

.....**PLAINTIFFS.**

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANT

TO:

MAINSTREAM ENERGY SOLUTIONS LIMITED

6 Yedseram Street, Off IBB Way,
Maitama FCT-Abuja

WRIT OF SUMMONS

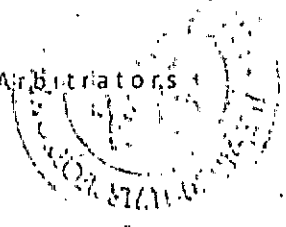
You are hereby commanded that within thirty (30) days after the service of this writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in action at the suit of the Plaintiff and **TAKE NOTICE** that in default of your so doing, the plaintiff may proceed therein, and judgment may be given in your absence.

DATED THIS.....DAY OF2025

By Order of the Court.

This Writ of Summons is to be served outside the jurisdiction of this Honourable Court, namely at: Mainstream Energy Solutions Limited, 6 Yedseram Street, Off IBB Way, Maitama, FCT-Abuja, Nigeria.

1 | Levite Solicitors & Arbitrators



.....

REGISTRAR

MEMORANDUM TO BE SUBSCRIBED ON THE WRIT

N.B: This Writ is to be served within three calendar months from the date of issuance thereof or if renewed, within three calendar months from the date of the last renewal, including the day of such date, and not afterwards.

The Defendants may enter appearance personally or by Legal Practitioner either by handing in the appropriate Forms, duly completed at the Registry of the High Court of Niger State in which the action is brought or by sending them to the Registry by registered post.

ENDORSEMENT FOR SERVICE OUTSIDE JURISDICTION

This Writ of Summons is to be served outside the jurisdiction of this Honourable Court, namely at: Mainstream Energy Solutions Limited, 6 Yedseram Street, Off IBB Way, Maitama, FCT-Abuja, Nigeria.

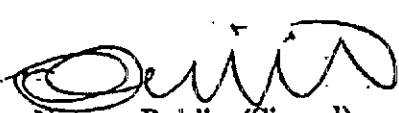
ENDORSEMENT TO BE MADE ON THE WRIT BEFORE ISSUE THEREOF:

The Plaintiffs claims against the Defendant as follows:

- i. A Declaration by this Honourable Court that the Defendant's act of discharging excessive volumes of water without prior adequate warning or the implementation of necessary mitigation measures constitutes gross negligence and recklessness, resulting in a violation of the Plaintiffs' fundamental right to livelihood.
- ii. An Order directing the Defendant to implement effective mitigation measures, including the construction of adequate drainage systems and early warning mechanisms, to prevent future occurrences of uncontrolled water discharge and its resulting harm to the Plaintiffs.
- iii. An Order granting an injunction restraining the Defendant, whether by themselves, their agents, or any other persons acting on their behalf, from further discharging excessive volumes of water without adequate warning and mitigation measures, to prevent future harm to the Plaintiffs and protect their fundamental rights and interests.

- iv. An Order directing the Defendant to pay full compensation to the Plaintiffs for the losses suffered as a direct result of the Defendant's negligent discharge of excessive volumes of water, including but not limited to damages for destruction of property, loss of livelihood, emotional distress, and any consequential financial hardship.
- v. An Order directing the Defendant to pay the Plaintiffs the sum of ₦5,150,000,000.00 (Five Billion One Hundred and Fifty Million Naira) only as compensation for the losses suffered covering crop losses, destroyed irrigation infrastructure, farming equipment, housing damage, and associated economic losses as a direct consequence of the Defendant's negligent discharge of excessive volumes of water which occasioned the damages and losses to the Plaintiffs.
- vi. An Order directing the Defendant to pay the Plaintiffs general damages in the sum of Two Billion Naira (₦2,000,000,000.00) for the hardship, inconvenience, and suffering endured as a result of the Defendant's negligent discharge of excessive volumes of water, which caused extensive damage to property, disruption of livelihood, and emotional distress.
- vii. An Order directing the Defendant to pay exemplary damages to the Plaintiffs as a punitive measure for the Defendant's reckless and grossly negligent discharge of excessive volumes of water, which resulted in severe harm to the Plaintiffs, including destruction of property, loss of livelihood, and emotional distress. This award is necessary to deter future misconduct and uphold the principles of justice and accountability.
- viii. An Order directing the Defendant to reimburse the Plaintiffs for all reasonable legal costs of Two Hundred Million Naira (₦200,000,000.00) incurred in the prosecution of this matter, including attorney fees, filing fees, expert witness expenses, and any other litigation-related costs necessary to secure justice.
- ix. 5% post Judgment interest monthly on the entire Judgment sum from date of Judgment till final satisfaction of same.
- x. Any other relief to which the Plaintiffs may be found entitled by the Honourable Court.

DATED THIS..... DAY OF2025

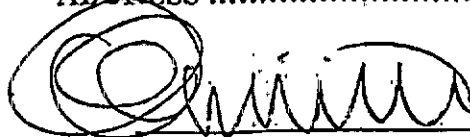
This writ was issued by Dayo G. Ashonibare, Esq Notary Public (Signed)  whose address for service is Block 15D Salis Court Phase II Efire Ileogun Street Gwarinpa II Abuja FCT, Legal Practitioner for the Plaintiff whose address is Block 15D Salis Court Phase II Efire Ileogun Street Gwarinpa Abuja FCT Legal Practitioners for the Plaintiffs- Dayo Godwin Ashonibare who resides within the jurisdiction of this Honourable Court.

Endorsement to be made on copy of writ of summons after Service

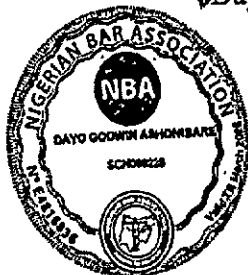
This Writ was served by me.....at
.....on the Defendants
.....on the day of2024.

SIGNED.....

ADDRESS



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



Ene Ashonibare, Esq

Simiat Sulaiman, Esq

Smart Fyeface Wofuru Esq

Blessing Etamessor, Esq

Adamu Abbas Ahman, Esq

Plaintiffs' Counsel

Levite Solicitors & Arbitrators

Block 15D Salis Court Phase II Efire

Ileogun Street Gwarinpa II Abuja FCT-

Abuja

08033661414

levitesolicitors@gmail.com

hello@levitesolicitors.com

FOR SERVICE ON THE DEFENDANT:

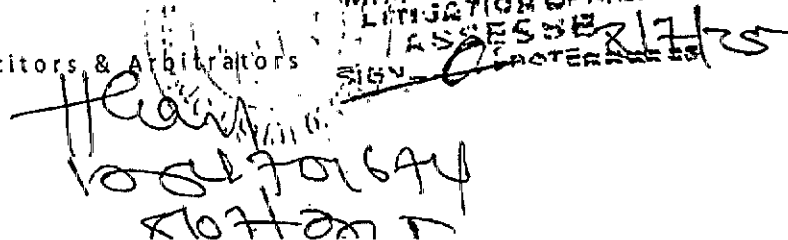
MAINSTREAM ENERGY SOLUTIONS LIMITED

6 Yedseram Street, Off IBB Way,

Maitama FCT-Abuja

4 | Levite Solicitors & Arbitrators

10/01/2025
HIGH COURT OF JUSTICE
MINNA NIGER STATE
LITIGATION OFFICE
ASSESSOR
SIGN



IN THE HIGH COURT OF JUSTICE OF NIGER STATE

IN THE MINNA JUDICIAL DIVISION

HOLDEN AT MINNA

SUIT NO:

BETWEEN:

1. ABUBAKAR MOHAMMED MAIGADA

(For himself and on behalf
of Guzan Community)

2. MUHAMMAD KUDU

(For himself and on behalf
of Wuchi Community)

.....**PLAINTIFFS**

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANT

STATEMENT OF CLAIM

1. The 1st Plaintiff is a community leader and native of Guzan Community under Mokwa Local Government of Niger State and within Jurisdiction of this Honourable Court. The 1st Plaintiff has the consent and approval of the members of Guzan Community under edati Local Government of Niger State to bring this suit on their behalf.
2. The 2nd Plaintiff is a community leader and native of Wuchi Community under Mokwa Local Government of Niger State and within Jurisdiction of this Honourable Court. 2nd Plaintiff has the consent and approval of the members of Wuchi Community under Mokwa Local Government of Niger State to bring this suit on their behalf.
3. The Defendant is a limited liability company that operates the Kainji and Jebba hydroelectric power plants on the River Niger under a concession agreement with the Federal Government of Nigeria.
4. The Plaintiffs have been mandated and given consent to institute this action on behalf of all farmers and community members affected by the unannounced release of water, severe flooding ensued, causing extensive

destruction to farmlands, homes, and other properties within the Wuchi and Guzan communities respectively.

5. The Plaintiffs are indigenous dry-season farmers whose livelihoods depend on the uninterrupted cultivation and harvesting of crops within their communities.
6. The plaintiffs avers that for generations, they have engaged in farming activities without incident, relying on predictable seasonal changes and historical water release patterns from the dam operated by the Defendant. Their communities have successfully coexisted with the dam's operations, as prior releases were adequately managed with proper notification and mitigation strategies.
7. The Plaintiffs avers that, given the operation of the dam within their communities, they have, over the years, adopted dry season farming as a means of sustaining their livelihood and have consistently engaged in such agricultural activities.
8. The plaintiff avers that to their greatest shock in the first and last weeks of January 2025, the Defendant suddenly discharged large volumes of water from its dam into the Plaintiff's communities without sufficient advance warning.
9. That as a direct consequence of the Defendant's unannounced release of water, severe flooding ensued, causing extensive destruction to farmlands, homes, and other properties within the affected communities. The Plaintiffs, having been denied the opportunity to take precautionary measures, suffered unexpected devastation, resulting in significant financial hardship and a severe disruption of their agricultural activities.
10. The Plaintiff further states that while the affected communities were still recovering from the January flood incident, the Defendant proceeded to release yet another significant volume of water on April 15, 2025, once again without providing any prior notice or implementing adequate mitigation measures. At this time, the Plaintiff were on the verge of harvesting their crops an essential period in their agricultural cycle.
11. The unanticipated release of water resulted in widespread devastation, submerging farmlands and rendering entire harvests unsalvageable. As a consequence, the Plaintiffs' incurred substantial financial losses due to the destruction of their crops, farming equipment, and structures, with damages in Guzan and Wuchi communities is estimated at over ₦5,150,000,000.00

(Five Billion One Hundred and Fifty Million Naira) only as assessed by the valuation of the destruction occasioned in their communities.

12. The Plaintiffs state that had the Defendant exercised due diligence by issuing proper warnings and implementing necessary safeguards, they would have taken precautionary steps to protect their farmlands, harvests, and property. The Defendant's failure to adopt responsible operational practices directly resulted in significant hardship and economic distress within the Plaintiffs' communities.
13. The Plaintiffs avers that historically, water releases from the Defendant's dam have taken place in August, accompanied by proper public notification and engagement with stakeholders, including local authorities and farming communities.
14. This practice allowed the Plaintiffs to plan their agricultural activities accordingly. However, the Defendant's actions in January and April 2025 deviated from this established approach, demonstrating a lack of regard for the welfare of the affected communities.
15. That an evaluation of the items lost as a result of the floods was conducted, based on direct complaints received from affected individuals, followed by a comprehensive assessment and valuation of the damages suffered covering crop losses, destroyed irrigation infrastructure, farming equipment, housing damage, and associated economic losses incurred prepared consultants in the two communities is estimated at over ₦5,150,000,000.00 (Five Billion One Hundred and Fifty Million Naira) only. The Assessment and Evaluation report is hereby pleaded and would be relied upon in the trial of this suit.
16. The Plaintiffs aver that multiple efforts were made to obtain compensation from the Defendant for the affected members of the communities; however, all such attempts proved unsuccessful.
17. The Plaintiff states that, in light of the Defendant's failure to respond, the plaintiff engaged the services of Messrs. Levite Solicitors & Arbitrators to formally request compensation on their behalf. The letter of instruction is hereby pleader and shall be relied upon during the trial of this suit.
18. That pursuant to the instruction, our lawyers Messer Levite Solicitors & Arbitrators wrote the Defendant on behalf of the communities to request for their intervention, assessment and compensation of all the affected farmers in the Communities. A copy of the said letter is hereby pleaded and shall be relied upon during the trial of this suit. The Defendant is hereby put on notice to produce the original document.

19. The Plaintiff states that, in response, the Defendant's solicitors issued a reply that was dismissive and devoid of empathy, admitting the release of the water, blamed the communities and attempts to justify the Defendant's actions rather than addressing the grievances raised by the Plaintiff's solicitors. A copy of the said letter is hereby pleaded and shall be relied upon during the trial of this suit
20. The Plaintiffs, through their solicitor, issued a further correspondence to the Defendant, reiterating their request for intervention and urging the Defendant to take meaningful steps to address the grievances arising from their actions. A copy of the said acknowledgment letter is hereby pleaded and shall be relied upon during the trial of this suit
21. The Plaintiffs avers that they are unable to imagine any plausible explanation as to why the Defendant has deliberately decided to treat their communities with utmost disregard and impunity.
22. The Plaintiffs avers that the Defendants' have no defence to its claims and it is not in doubt any more that unless the intervention of this Honourable Court is invoked, the Plaintiff would continue to suffer hardship, deprivation in the hands of the Defendants.
23. That the Plaintiffs shall found at the trial and rely on all the documents referred to hereinbefore and the Defendant is given NOTICE TO PRODUCE documents herein pleaded, the original of which is with them.
24. That the Plaintiff shall equally found on Certificate of Compliance of Electronic evidence relating to all printed email messages generated from Smart Phone and other electronic devices.
25. The Plaintiffs aver that, despite repeated attempts to resolve the matter amicably, the Defendant has refused to provide compensation for their actions, which constitute gross negligence and reckless disregard for the affected communities. As a result, the Plaintiffs have initiated this suit.
26. REASONS WHEREOF the Plaintiff is aggrieved and hereby claims against the Defendant as follows:
 - i. A Declaration by this Honourable Court that the Defendant's act of discharging excessive volumes of water without prior adequate warning or the implementation of necessary mitigation measures constitutes gross negligence and recklessness, resulting in a violation of the Plaintiffs' fundamental right to livelihood.
 - ii. An Order directing the Defendant to implement effective mitigation measures, including the construction of adequate drainage systems

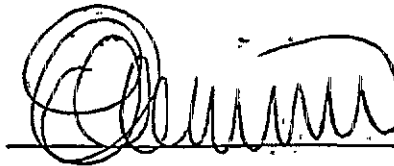
and early warning mechanisms, to prevent future occurrences of uncontrolled water discharge and its resulting harm to the Plaintiffs.

- iii. An Order granting an injunction restraining the Defendant, whether by themselves, their agents, or any other persons acting on their behalf, from further discharging excessive volumes of water without adequate warning and mitigation measures, to prevent future harm to the Plaintiffs and protect their fundamental rights and interests.
- iv. An Order directing the Defendant to pay full compensation to the Plaintiffs for the losses suffered as a direct result of the Defendant's negligent discharge of excessive volumes of water, including but not limited to damages for destruction of property, loss of livelihood, emotional distress, and any consequential financial hardship.
- v. An Order directing the Defendant to pay the Plaintiffs the sum of ₦5,150,000,000.00 (Five Billion One Hundred and Fifty Million Naira) only as compensation for the losses suffered covering crop losses, destroyed irrigation infrastructure, farming equipment, housing damage, and associated economic losses as a direct consequence of the Defendant's negligent discharge of excessive volumes of water which occasioned the damages and losses to the Plaintiffs.
- vi. An Order directing the Defendant to pay the Plaintiffs general damages in the sum of Two Billion Naira (₦2,000,000,000.00) for the hardship, inconvenience, and suffering endured as a result of the Defendant's negligent discharge of excessive volumes of water, which caused extensive damage to property, disruption of livelihood, and emotional distress.
- vii. An Order directing the Defendant to pay exemplary damages to the Plaintiffs as a punitive measure for the Defendant's reckless and grossly negligent discharge of excessive volumes of water, which resulted in severe harm to the Plaintiffs, including destruction of property, loss of livelihood, and emotional distress. This award is necessary to deter future misconduct and uphold the principles of justice and accountability.
- viii. An Order directing the Defendant to reimburse the Plaintiffs for all reasonable legal costs of Two Hundred Million Naira

(N200,000,000.00) incurred in the prosecution of this matter, including attorney fees, filing fees, expert-witness expenses, and any other litigation-related costs necessary to secure justice.

- ix. 5% post Judgment interest monthly on the entire Judgment sum from date of Judgment till final satisfaction of same.
- x. Any other relief to which the Plaintiffs' may be found entitled by the Honourable Court.

Dated this 7th day of July, 2025



Dayo G. Ashonibare, Esq. LLM Notary public

Simiat Sulaiman, Esq

Smart Fyनेface Wofuru Esq

Blessing Etamessor, Esq

Somadina C. Offor, Esq

Adamu Abbas Ahman, Esq

Sulaiman Dikko, Esq

Jibril Ibrahim, Esq

Plaintiffs' Counsel

Levite Solicitors & Arbitrators

Block 15D Salis Court Phase II Efire

Ileogun Street Gwarinpa Abuja FCT-

Abuja

08033661414

levitesolicitors@gmail.com

hello@levitesolicitors.com

FOR SERVICE ON:

THE DEFENDANT

MAINSTREAM ENERGY SOLUTIONS LIMITED

6 Yedseram Street, Off IBB Way,

Maitama FCT-Abuja

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

- | | | |
|---|---|-------------------------------|
| <p>1. ABUBAKAR MOHAMMED MAIGADA
(For himself and on behalf
of Guzan Community)</p> <p>2. MUHAMMAD KUDU
(For himself and on behalf
of Wuchi Community)</p> | } | <p>.....PLAINTIFFS</p> |
|---|---|-------------------------------|

AND

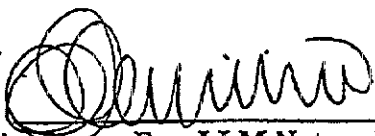
MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANT

PLAINTIFF'S LIST OF WITNESSES

1. Abubakar Mohammed Maigada
2. Muhammad Kudu
3. Muhammad Manko
4. Alhassan Mohammed
5. Abubakar Mohammed
6. Isa Idris
7. Jibril Nakodi
8. ESV Aliyu Yunusa Mohammed
9. ESV Toafiq Bashir

And any other witness(s) that may be necessary in the course of trial including witnesses testifying on subpoena.

DATED THIS 7th OF July, 2025.


Dayo G. Ashombare, Esq. LLM Notary Public
Simiat Sulaiman, Esq

Smart FyनेfaceWofuru Esq
Blessing Etamessor, Esq
Somadina C. Offor
Jibril Ibrahim, Esq
Plaintiffs' Counsel
Levite Solicitors & Arbitrators
Block 15D Salis Court Phase II
Efire Ileogun Street Gwarinpa
FCT-Abuja
08033661414
levitesolicitors@gmail.com
hello@levitesolicitors.com

FOR SERVICE ON THE DEFENDANT:

MAINSTREAM ENERGY SOLUTIONS LIMITED
6 Yedseram Street, Off IBB Way,
Maitama FCT-Abuja

IN THE HIGH COURT OF JUSTICE OF NIGER STATE

IN THE MINNA JUDICIAL DIVISION

HOLDEN AT MINNA

SUIT NO:

BETWEEN:

1. ABUBAKAR MOHAMMED MAIGADA

(For himself and on behalf
of Guzan Community)

2. MUHAMMAD KUDU

(For himself and on behalf
of Wuchi Community)

.....PLAINTIFFS

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANT

**WITNESS STATEMENT ON OATH ABUBAKAR MOHAMMED
MAIGADA**

I, Abubakar Mohammed Maigada, Male, Adult, Nigerian citizen of Guzan Community of Edati Local Government area Local Government Area of Niger State, do hereby make oath and state as follows:

1. That I am the 1st Plaintiff in this suit and I have the consent and authority of the members of the Guzan Communities to depose to this statement and to institute this action on their behalf.
2. That I am a dry-season farmer and community leader directly affected by the release of water from the River Niger Dam by virtue of the fact of which I am conversant with the facts of this case.
3. That the Defendant is a limited liability company operate the Kainji and Jebba hydroelectric power plants on the River Niger under a concession agreement with the Federal Government of Nigeria.
4. That for generations, my community and the adjoining communities like the Wuchi Community of Edati Local Government of Niger State have engaged

in uninterrupted dry-season farming, relying on the predictable release patterns from the dam operated by the Defendant.

5. That my farmland and others, where we cultivated with rice and other crops, was completely submerged, resulting in total crop failure and the loss of irrigation tools and produce stored in nearby sheds
6. That my community and that of the wuchi community have successfully coexisted with the dam's operations, as prior releases were adequately managed with proper notification and mitigation strategies.
7. That prior releases have always been in the month of August accompanied with proper notice and in consultation with stakeholders, allowing farmers to make preparations which is the reason why our communities solely depend on dry season farming.
8. That in January 2025, the Defendant suddenly and without prior warning discharged large volumes of water, which led to severe flooding across the communities, destroying farms, equipment, homes, and displacing several families.
9. That while we were still recovering from the devastation of January, the Defendant again released more water on April 15, 2025, without any public notice, just at the verge of harvest, compounding our losses. The pictures and videos of the devastating destruction is here by attached as Exhibit B series
10. That had the Defendant exercised due diligence by issuing proper warnings and implementing necessary safeguards, we would have taken precautionary steps to protect their farmlands, harvests, and property.
11. That as result of the Defendant's failure to adopt responsible operational practices directly resulted in significant hardship and economic distress within the Guzan and Wuchi Communities all of Niger State.
12. That an evaluation of the items lost as a result of the floods was conducted, based on direct complaints received from affected individuals, followed by a comprehensive assessment and valuation of the damages suffered covering crop losses, destroyed irrigation infrastructure, farming equipment, housing damage, and associated economic losses incurred prepared by consultants in the two communities is estimated at over ₦5,150,000,000.00 (Five Billion

One Hundred and Fifty Million Naira) only. The Assessment and Evaluation report is hereby attached as Exhibit C

13. That multiple efforts were made to engage and obtain compensation from the Defendant for the affected members of the communities; however, all such attempts proved unsuccessful.
14. That in the light of the Defendant's failure to respond to cry of our people, the two communities Guzan and Wuchi engaged the services of Messrs. Levite Solicitors & Arbitrators to formally request the intervention, assessment and compensation of all the affected farmers in the Communities. The Solicitors Letter of instruction is here attached as Exhibit D.
15. That pursuant to the instruction, our lawyers Messer Levite Solicitors & Arbitrators wrote the Defendant on behalf of the communities to request for their intervention, assessment and compensation of all the affected farmers in the Communities. A copy of the acknowledgement letter of the letter is hereby attached as Exhibit E. The Defendant is hereby put on notice to produce the original document.
16. That we were shocked that in response, the Defendant's solicitors issued a reply that was dismissive and devoid of empathy, admitting the release of the water and attempts to justify the Defendant's actions rather than addressing the grievances raised by our solicitors. A copy of the said letter is hereby attached as Exhibit F
17. We further instructed our solicitors to issue a further correspondence in response to the Defendant, reiterating our request for intervention and urging the Defendant to take meaningful steps to address the grievances arising from their actions. A copy of the said acknowledgment letter is hereby attached as Exhibit G. The Defendant is hereby put on notice to produce the original document.
18. We are unable to imagine any plausible explanation as to why the Defendant has deliberately decided to treat our communities with utmost disregard and impunity.
19. I know as of fact having being affected by the action of the Defendants alongside other members of my community that the Defendants' have no defence to our claims and it is not in doubt any more that unless the intervention of this Honourable Court is invoked, we would continue to suffer hardship, deprivation in the hands of the Defendant.

20. I shall find at the trial and rely on all the documents referred to hereinbefore and the Defendant is given NOTICE TO PRODUCE documents herein pleaded, the original of which is with them.

21. That I shall equally found on Certificate of Compliance of Electronic evidence relating to all printed email messages generated from Smart Phone and other electronic devices.

22. I humbly pray the Honourable Court to grant the claims of the plaintiffs which we seek against the Defendant in our statement of claim as follows:

- i. A Declaration by this Honourable Court that the Defendant's act of discharging excessive volumes of water without prior adequate warning or the implementation of necessary mitigation measures constitutes gross negligence and recklessness, resulting in a violation of the Plaintiffs' fundamental right to livelihood.
- ii. An Order directing the Defendant to implement effective mitigation measures, including the construction of adequate drainage systems and early warning mechanisms, to prevent future occurrences of uncontrolled water discharge and its resulting harm to the Plaintiffs.
- iii. An Order granting an injunction restraining the Defendant, whether by themselves, their agents, or any other persons acting on their behalf, from further discharging excessive volumes of water without adequate warning and mitigation measures, to prevent future harm to the Plaintiffs and protect their fundamental rights and interests.
- iv. An Order directing the Defendant to pay full compensation to the Plaintiffs for the losses suffered as a direct result of the Defendant's negligent discharge of excessive volumes of water, including but not limited to damages for destruction of property, loss of livelihood, emotional distress, and any consequential financial hardship.
- v. An Order directing the Defendant to pay the Plaintiffs the sum of ₦5,150,000,000.00 (Five Billion One Hundred and Fifty Million Naira) only as compensation for the losses suffered covering crop losses, destroyed irrigation infrastructure, farming equipment, housing damage, and associated economic losses as a direct consequence of the Defendant's negligent discharge of excessive

volumes of water which occasioned the damages and losses to the Plaintiffs.

- vi. An Order directing the Defendant to pay the Plaintiffs general damages in the sum of Two Billion Naira (₦2,000,000,000) for the hardship, inconvenience, and suffering endured as a result of the Defendant's negligent discharge of excessive volumes of water, which caused extensive damage to property, disruption of livelihood, and emotional distress.
- vii. An Order directing the Defendant to pay exemplary damages to the Plaintiffs as a punitive measure for the Defendant's reckless and grossly negligent discharge of excessive volumes of water, which resulted in severe harm to the Plaintiffs, including destruction of property, loss of livelihood, and emotional distress. This award is necessary to deter future misconduct and uphold the principles of justice and accountability.
- viii. An Order directing the Defendant to reimburse the Plaintiffs for all reasonable legal costs of Two Hundred Million Naira (₦200,000,000.00) incurred in the prosecution of this matter, including attorney fees, filing fees, expert witness expenses, and any other litigation-related costs necessary to secure justice.
- ix. 5% post Judgment interest monthly on the entire Judgment sum from date of Judgment till final satisfaction of same.
- x. Any other relief to which the Plaintiffs' may be found entitled by the Honourable Court.

23. I solemnly swear to this affidavit on oath in good faith consciously believing same to be true and correct in accordance with the provisions of the Oath Act 2004.

A. M.

Deponent

ILLITERATE JURAT

I.....of the High Court of Justice Complex, Minna,
Niger State hereby make oath and state that the above content is the translated
depositions of the witness and has been read and translated to him by me from
English Language to Hausa Language over and over and he appears to have
understood before he thumb printed.

SWORN TO AT THE REGISTRY OF THE HIGH COURT OF JUSTICE
MINNA, NIGER STATE

This 8th day of July 2025

BEFORE ME

HIGH COURT OF JUSTICE
COMMISSIONER FOR OATH
CENTRAL REGISTRY
HAUSA/ENGLISH
MINNA, NIGER STATE
COMMISSIONER OF OATHS

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

- | | | |
|--|---|-----------------|
| 1. ABUBAKAR MOHAMMED MAIGADA
(For himself and on behalf
of Guzan Community) | } |PLAINTIFFS |
| 2. MUHAMMAD KUDU
(For himself and on behalf
of Wuchi Community) | | |

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANTS

WITNESS STATEMENT ON OATH MUHAMMAD KUDU

I, Muhammad Kudu, Male, Adult, Nigerian citizen of Wuchi Community of Mokwa Local Government Area Local Government Area of Niger State, do hereby make oath and state as follows:

1. That I am the 2nd Plaintiff in this suit and I have the consent and authority of the members of the Wuchi Communities to depose to this statement and to institute this action on their behalf.
2. That I am a dry-season farmer and community leader directly affected by the release of water from the River Niger Dam by virtue of the fact of which I am conversant with the facts of this case.
3. That the Defendant is a limited liability company that operates the Kainji and Jebba hydroelectric power plants on the River Niger under a concession agreement with the Federal Government of Nigeria.
4. That for generations, my community and the adjoining communities like the Guzan Community of Edati Local Government of Niger State have engaged

- in uninterrupted dry-season farming, relying on the predictable release patterns from the dam operated by the Defendant.
5. That my farmland and others, where we cultivated with rice and other crops, was completely submerged, resulting in total crop failure and the loss of irrigation tools and produce stored in nearby sheds
 6. That my community and that of the Guzan community have successfully coexisted with the dam's operations, as prior releases were adequately managed with proper notification and mitigation strategies.
 7. That prior releases have always been in the month of August accompanied with proper notice and in consultation with stakeholders, allowing farmers to make preparations which is the reason why our communities solely depend on dry season farming.
 8. That in January 2025, the Defendant suddenly and without prior warning discharged large volumes of water, which led to severe flooding across the communities, destroying farms, equipment, homes, and displacing several families.
 9. That while we were still recovering from the devastation of January, the Defendant again released more water on April 15, 2025, without any public notice, just at the verge of harvest, compounding our losses. The pictures and videos of the devastating destruction is here by attached as Exhibit B series
 10. That had the Defendant exercised due diligence by issuing proper warnings and implementing necessary safeguards, we would have taken precautionary steps to protect their farmlands, harvests, and property.
 11. That as result of the Defendant's failure to adopt responsible operational practices directly resulted in significant hardship and economic distress within the Guzan and Wuchi Communities all of Niger State.
 12. That an evaluation of the items lost as a result of the floods was conducted, based on direct complaints received from affected individuals, followed by a comprehensive assessment and valuation of the damages suffered covering crop losses, destroyed irrigation infrastructure, farming equipment, housing damage, and associated economic losses incurred prepared by a consultants in the two communities is estimated at over ₦5,150,000,000.00 (Five Billion

One Hundred and Fifty Million Naira) only. The Assessment report is hereby attached as Exhibit C

13. That multiple efforts were made to engage and obtain compensation from the Defendant for the affected members of the communities; however, all such attempts proved unsuccessful.
14. That in the light of the Defendant's failure to respond to cry of our people, the two communities Guzan and Wuchi jointly engaged the services of Messrs. Levite Solicitors & Arbitrators to formally request the intervention, assessment and compensation of all the affected farmers in the Communities. The Letter of instruction is here attached as Exhibit D.
15. That pursuant to the instruction, our lawyers Messer Levite Solicitors & Arbitrators wrote the Defendant on behalf of the communities to request for their intervention, assessment and compensation of all the affected farmers in the Communities. A copy of the acknowledge copy of the letter is hereby attached as Exhibit E. The Defendant is hereby put on notice to produce the original document.
16. That we were shocked that in response, the Defendant's solicitors issued a reply that was dismissive and devoid of empathy, seeking to justify the Defendant's actions rather than addressing the grievances raised by our solicitors. A copy of the said letter is hereby attached as Exhibit F
17. We further instructed our solicitors to issue a further correspondence in response to the Defendant, reiterating our request for intervention and urging the Defendant to take meaningful steps to address the grievances arising from their actions. A copy of the said acknowledgment letter is hereby attached as Exhibit G. The Defendant is hereby put on notice to produce the original document.
18. We are unable to imagine any plausible explanation as to why the Defendant has deliberately decided to treat our communities with utmost disregard and impunity.
19. I know as of fact having being affected by the action of the Defendants alongside other members of my community that the Defendants' have no defence to our claims and it is not in doubt any more that unless the intervention of this Honourable Court is invoked, we would continue to suffer hardship, deprivation in the hands of the Defendant.

One Hundred and Fifty Million Naira) only. The Assessment report is hereby attached as Exhibit C

13. That multiple efforts were made to engage and obtain compensation from the Defendant for the affected members of the communities; however, all such attempts proved unsuccessful.
14. That in the light of the Defendant's failure to respond to cry of our people, the two communities Guzan and Wuchi jointly engaged the services of Messrs. Levite Solicitors & Arbitrators to formally request the intervention, assessment and compensation of all the affected farmers in the Communities. The Letter of instruction is here attached as Exhibit D.
15. That pursuant to the instruction, our lawyers Messrs Levite Solicitors & Arbitrators wrote the Defendant on behalf of the communities to request for their intervention, assessment and compensation of all the affected farmers in the Communities. A copy of the acknowledge copy of the letter is hereby attached as Exhibit E. The Defendant is hereby put on notice to produce the original document.
16. That we were shocked that in response, the Defendant's solicitors issued a reply that was dismissive and devoid of empathy, admitting the release of the water and attempt to justify the Defendant's actions rather than addressing the grievances raised by our solicitors. A copy of the said letter is hereby attached as Exhibit F
17. We further instructed our solicitors to issue a further correspondence in response to the Defendant, reiterating our request for intervention and urging the Defendant to take meaningful steps to address the grievances arising from their actions. A copy of the said acknowledgment letter is hereby attached as Exhibit G. The Defendant is hereby put on notice to produce the original document.
18. We are unable to imagine any plausible explanation as to why the Defendant has deliberately decided to treat our communities with utmost disregard and impunity.
19. I know as of fact having being affected by the action of the Defendants alongside other members of my community that the Defendants' have no defence to our claims and it is not in doubt any more that unless the intervention of this Honourable Court is invoked, we would continue to suffer hardship, deprivation in the hands of the Defendant.

20. I shall find at the trial and rely on all the documents referred to hereinbefore and the Defendant is given NOTICE TO PRODUCE documents herein pleaded, the original of which is with them.

21. That I shall equally found on Certificate of Compliance of Electronic evidence relating to all printed email messages generated from Smart Phone and other electronic devices.

22. I humbly pray the Honourable Court to grant the claims of the plaintiffs which we seek against the Defendant in our statement of claim as follows:

- i. A Declaration by this Honourable Court that the Defendant's act of discharging excessive volumes of water without prior adequate warning or the implementation of necessary mitigation measures constitutes gross negligence and recklessness, resulting in a violation of the Plaintiffs' fundamental right to livelihood.
- ii. An Order directing the Defendant to implement effective mitigation measures, including the construction of adequate drainage systems and early warning mechanisms, to prevent future occurrences of uncontrolled water discharge and its resulting harm to the Plaintiffs.
- iii. An Order granting an injunction restraining the Defendant, whether by themselves, their agents, or any other persons acting on their behalf, from further discharging excessive volumes of water without adequate warning and mitigation measures, to prevent future harm to the Plaintiffs and protect their fundamental rights and interests.
- iv. An Order directing the Defendant to pay full compensation to the Plaintiffs for the losses suffered as a direct result of the Defendant's negligent discharge of excessive volumes of water, including but not limited to damages for destruction of property, loss of livelihood, emotional distress, and any consequential financial hardship.
- v. An Order directing the Defendant to pay the Plaintiffs the sum of ₦5,150,000,000.00 (Five Billion One Hundred and Fifty Million Naira) only as compensation for the losses suffered covering crop losses, destroyed irrigation infrastructure, farming equipment, housing damage, and associated economic losses as a direct consequence of the Defendant's negligent discharge of excessive

volumes of water which occasioned the damages and losses to the Plaintiffs.

- vi. An Order directing the Defendant to pay the Plaintiffs general damages in the sum of Two Billion Naira (₦2,000,000,000) for the hardship, inconvenience, and suffering endured as a result of the Defendant's negligent discharge of excessive volumes of water, which caused extensive damage to property, disruption of livelihood, and emotional distress.
- vii. An Order directing the Defendant to pay exemplary damages to the Plaintiffs as a punitive measure for the Defendant's reckless and grossly negligent discharge of excessive volumes of water, which resulted in severe harm to the Plaintiffs, including destruction of property, loss of livelihood, and emotional distress. This award is necessary to deter future misconduct and uphold the principles of justice and accountability.
- viii. An Order directing the Defendant to reimburse the Plaintiffs for all reasonable legal costs of Two Hundred Million Naira (₦200,000,000.00) incurred in the prosecution of this matter, including attorney fees, filing fees, expert witness expenses, and any other litigation-related costs necessary to secure justice.
- ix. 5% post Judgment interest monthly on the entire Judgment sum from date of Judgment till final satisfaction of same.
- x. Any other relief to which the Plaintiffs may be found entitled by the Honourable Court.

23. I solemnly swear to this affidavit on oath in good faith consciously believing same to be true and correct in accordance with the provisions of the Oath Act 2004.

K. U

Deponent

ILLITERATE JURAT

I.....of the High Court of Justice Complex, Minna,
Niger State hereby make oath and state that the above content is the translated
depositions of the witness and has been read and translated to him by me from
English Language to Hausa Language over and over and he appears to have
understood before he thumb printed.

SWORN TO AT THE REGISTRY OF THE HIGH COURT OF JUSTICE
MINNA, NIGER STATE

This 8th day of July 2025

BEFORE ME

HIGH COURT OF JUSTICE
COMMISSIONER FOR OATHS
CENTRAL REGISTRY
HAUSA
NIGER STATE
COMMISSIONER OF OATHS

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

- | | | |
|---|---|-------------------------|
| <p>1. ABUBAKAR MOHAMMED MAIGADA
(For himself and on behalf
of Guzan Community)</p> <p>2. MUHAMMAD KUDU
(For himself and on behalf
of Wuchi Community)</p> | } | PLAINTIFFS |
|---|---|-------------------------|

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANTS

WITNESS STATEMENT ON OATH OF MUHAMMAD MANKO

I, Muhammad Manko, Male, Adult, Nigerian citizen of Guzan Community of Edati Local Government Area of Niger State, do hereby make oath and state as follows:

1. That I am 65 years and an indigene Guzan Community of Edati Local Government area of Niger State.
2. That I am a seasoned dry-season farmer who has cultivated farmland in Guzan Community for several decades, and four (4) hectares of my farm land was directly impacted by the release of water from the River Niger Dam by the Defendant, by which I am conversant with the facts and circumstances giving rise to this suit.
3. That the Defendant is a limited liability company that operates the Ka'inji and Jebba hydroelectric power plants on the River Niger under a concession agreement with the Federal Government of Nigeria.

4. That I, along with other members of Guzan Community in Edati Local Government Area of Niger State, duly gave our consent and authorized Abubakar Mohammed Maigada to institute this action on behalf of the affected members of the community.
5. That Four (4) hectares of my farmland, where I cultivated rice, was completely submerged, resulting in total crop failure and the loss of irrigation tools and produce stored in nearby sheds.
6. That I have witnessed the evolution of our community for several decades and I am well aware of the community's longstanding engagement in farming and its peaceful relationship with the operation of the dam managed by the Defendant.
7. That prior to 2025, all releases of water from the Defendant's dam were done in August, preceded by timely announcements and consultations with local leaders and farmers, allowing people to protect their crops and prepare their homes accordingly.
8. That in January and April 2025, the Defendant, without any prior consultation or notice, released vast quantities of water into our community, causing severe flooding and destruction on a scale that I have never seen before.
9. That ancestral farmland, which have sustained generations, were submerged and destroyed, and the harvests of many hardworking farmers were completely lost. Homes, tools, and food reserves were also washed away.
10. That the psychological and economic hardship suffered by our people, especially the youth and elderly, has been profound, with some now migrating to neighboring towns in search of sustenance.
11. That it deeply saddens me to say that the Defendant has ignored all entreaties for dialogue, redress, or even an expression of remorse over the suffering caused to our people.
12. That I am of the firm belief that this Honourable Court is our last hope for justice and dignity, to ensure our people do not perish in silence.
13. That I make this statement in good faith, with the firm belief that the facts stated herein are true and based on my personal knowledge and experience.

N.K

Deponent

ILLITERATE JURAT

I.....of the High Court of Justice Complex,
Minna, Niger State hereby make oath and state that the above content is the
translated depositions of the witness and has been read and translated to him by
me from English Language to Hausa Language over and over and he appears to
have understood before he thumb printed.

14.SWORN TO AT THE REGISTRY OF THE HIGH COURT OF JUSTICE
MINNA, NIGER STATE

his 8th day of July 2025

BEFORE ME

HIGH COURT OF JUSTICE
COMMISSIONER FOR OATHS
CENTRAL REGISTRY
MINNA, NIGER STATE
COMMISSIONER OF OATHS.

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA

SUIT NO:

BETWEEN:

- | | | |
|---|---|-------------------------|
| <p>1. ABUBAKAR MOHAMMED MAIGADA
(For himself and on behalf
of Guzan Community)</p> <p>2. MUHAMMAD KUDU
(For himself and on behalf
of Wuchi Community)</p> | } | PLAINTIFFS |
|---|---|-------------------------|

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANTS

WITNESS STATEMENT ON OATH OF ALHASSAN MOHAMMED

I, Alhassan Mohammed, Male, Adult, Nigerian citizen of Guzan Community of Edati Local Government Area of Niger State, do hereby make oath and state as follows:

1. That I am 55 years and an indigene Guzan Community of Edati Local Government area of Niger State.
2. That I am a dry-season farmer who has cultivated farmland in Guzan Community and four (4) hectares of my farm lands was directly impacted by the release of water from the River Niger Dam by the Defendant, by which I am conversant with the facts and circumstances giving rise to this suit.
3. That the Defendant is a limited liability company that operates the Kainji and Jebba hydroelectric power plants on the River Niger under a concession agreement with the Federal Government of Nigeria.
4. That I, along with other members of Guzan Community in Mokwa Local Government Area of Niger State, duly gave our consent and authorized

Abubakar Mohammed Maigada to institute this action on behalf of the affected members of the community.

5. That I am a dry-season farmer and depend solely on farming activities on the banks of the river close to the dam operated by the Defendant for my livelihood and that of my family.
6. That in January 2025, without any public notice or early warning, the Defendant released a large volume of water from its dam, causing massive flooding in my community.
7. That Four (4) hectares of my farmlands almost ready for harvesting, where I cultivated rice and other crops, was completely submerged and the loss of produce stored in nearby sheds.
8. That again on April 15, 2025, the Defendant released more water into our community without forewarning, this time during the harvest season, wiping out my remaining crops and further compounding my financial losses.
9. That the flooding also damaged my home and that of several other farmers, forcing many of us to seek temporary shelter elsewhere under dire conditions.
10. That no consultation, community warning, or mitigation effort was undertaken by the Defendant before either incident, despite our long-standing reliance on the dam and our history of communication with its officials.
11. That to the best of my knowledge, our community leaders and the Plaintiffs have made several efforts to contact the Defendant for compensation and intervention, all of which have been ignored or dismissed.
12. That the economic hardship, food insecurity, and emotional trauma resulting from these floods have been unprecedented in my experience.
13. That I make this statement in good faith, with the firm belief that the facts stated herein are true and based on my personal knowledge and experience.

M. A

Deponent

ILLITERATE JURAT

I.....of the High Court of Justice Complex,
Minna, Niger State hereby make oath and state that the above content is the
translated depositions of the witness and has been read and translated to him by
me from English Language to Hausa Language over and over and he appears to
have understood before he thumb printed.

**SWORN TO AT THE REGISTRY OF THE HIGH COURT OF JUSTICE
MINNA, NIGER STATE**

This 8th day of July 2025

BEFORE ME

**HIGH COURT OF JUSTICE
COMMISSIONER FOR OATHS
CENTRAL REGISTRY
MINNA, NIGER STATE
NIGER STATE, NIGERIA**

COMMISSIONER OF OATHS

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

- | | | |
|--|---|------------------------|
| 1. ABUBAKAR MOHAMMED MAIGADA
(For himself and on behalf
of Guzan Community) | } |PLAINTIFFS |
| 2. MUHAMMAD KUDU
(For himself and on behalf
of Wuchi Community) | | |

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANTS

WITNESS STATEMENT ON OATH OF ABUBAKAR MOHAMMED

I, Abubakar Mohammed, Male, Adult, Nigerian citizen of Wuchi Community of Mokwa Local Government Area of Niger State, do hereby make oath and state as follows:

1. That I am 51 years and an indigene Wuchi Community of Edati Local Government area of Niger State.
2. That I am a seasoned dry-season farmer who has cultivated farmland in Guzan Community for several decades, and 6 hectares of my farm lands was directly impacted by the release of water from the River Niger Dam by the Defendant, by which I am conversant with the facts and circumstances giving rise to this suit.
3. That the Defendant is a limited liability company that operates the Kainji and Jebba hydroelectric power plants on the River Niger under a concession agreement with the Federal Government of Nigeria.

4. That I, along with other members of Wuchi Community in Mokwa Local Government Area of Niger State, duly gave our consent and authorized Muhammadu Kudu to institute this action on behalf of the affected members of the community.
5. Those 6 hectares of my farmlands, where I cultivated with rice, was completely submerged, resulting in total crop failure and the loss of irrigation tools and produce stored in nearby sheds.
6. That I have witnessed the evolution of our community for several decades and I am well aware of the community's longstanding engagement in farming and its peaceful relationship with the operation of the dam managed by the Defendant.
7. That prior to 2025, all releases of water from the Defendant's dam were preceded by timely announcements and consultations with local leaders and farmers, allowing people to protect their crops and prepare their homes accordingly.
8. That in January and April 2025, the Defendant, without any prior consultation or notice, released vast quantities of water into our community, causing severe flooding and destruction on a scale that I have never seen before.
9. That ancestral farmland, which have sustained generations, were submerged and destroyed, and the harvests of many hardworking farmers were completely lost. Homes, tools, and food reserves were also washed away.
10. That the psychological and economic hardship suffered by our people, especially the youth and elderly, has been profound, with some now migrating to neighboring towns in search of sustenance.
11. That it deeply saddens me to say that the Defendant has ignored all entreaties for dialogue, redress, or even an expression of remorse over the suffering caused to our people.
12. That I am of the firm belief that this Honourable Court is our last hope for justice and dignity, to ensure our people do not perish in silence.
13. That I make this statement in good faith, with the firm belief that the facts stated herein are true and based on my personal knowledge and experience.

A.B.

Deponent

ILLITERATE JURAT

I.....of the High Court of Justice Complex,
Minna, Niger State hereby make oath and state that the above content is the
translated depositions of the witness and has been read and translated to him by
me from English Language to Hausa Language over and over and he appears to
have understood before he thumb printed.

SWORN TO AT THE REGISTRY OF THE HIGH COURT OF JUSTICE
MINNA, NIGER STATE

This 8th day of July 2025

BEFORE ME

HIGH COURT OF JUSTICE
COMMISSIONER FOR OATH
CENTRAL REGISTRY
MINNA, NIGER STATE
NIGER STATE OF NIGERIA

COMMISSIONER OF OATHS

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

- | | | |
|---|---|-------------------|
| <p>1. ABUBAKAR MOHAMMED MAIGADA
(For himself and on behalf
of Guzan Community)</p> <p>2. MUHAMMAD KUDU
(For himself and on behalf
of Wuchi Community)</p> | } | PLAINTIFFS |
|---|---|-------------------|

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANTS

WITNESS STATEMENT ON OATH OF ISAH IDRIS

I, Jibril Nakodi, Male, Adult, Nigerian citizen of Wuchi Community of Mokwa Local Government Area of Niger State, do hereby make oath and state as follows:

14. That I am an indigene Wuchi Community of Mokwa Local Government area of Niger State.
15. That I am a dry-season farmer who has cultivated farmland in Guzan Community and Eight (8) hectares of my farm lands was directly impacted by the release of water from the River Niger Dam by the Defendant, by which I am conversant with the facts and circumstances giving rise to this suit.
16. That the Defendant is a limited liability company that operates the Kainji and Jebba hydroelectric power plants on the River Niger under a concession agreement with the Federal Government of Nigeria.

17. That I, along with other members of Guzan Community in Mokwa Local Government Area of Niger State, duly gave our consent and authorized Muhammad Kudu to institute this action on behalf of the affected members of the community.
18. That I am a dry-season farmer and depend solely on farming activities on the banks of the river close to the dam operated by the Defendant for my livelihood and that of my family.
19. That in January 2025, without any public notice or early warning, the Defendant released a large volume of water from its dam, causing massive flooding in my community.
20. That Ten (10) hectares of my farmlands almost ready for harvesting, where I cultivated rice, was completely submerged and the loss of produce stored in nearby sheds.
21. That again on April 15, 2025, the Defendant released more water into our community without forewarning, this time during the harvest season, wiping out my remaining crops and further compounding my financial losses.
22. That the flooding also damaged my home and that of several other farmers, forcing many of us to seek temporary shelter elsewhere under dire conditions.
23. That no consultation, community warning, or mitigation effort was undertaken by the Defendant before either incident, despite our long-standing reliance on the dam and our history of communication with its officials.
24. That to the best of my knowledge, our community leaders and the Plaintiffs have made several efforts to contact the Defendant for compensation and intervention, all of which have been ignored or dismissed.
25. That the economic hardship, food insecurity, and emotional trauma resulting from these floods have been unprecedented in my experience.
26. That I make this statement in good faith, with the firm belief that the facts stated herein are true and based on my personal knowledge and experience.

J. N.
Deponent

ILLITERATE JURAT

I.....of the High Court of Justice Complex,
Minna, Niger State hereby make oath and state that the above content is the
translated depositions of the witness and has been read and translated to him by
me from English Language to Hausa Language over and over and he appears to
have understood before he thumb printed.

SWORN TO AT THE REGISTRY OF THE HIGH COURT OF JUSTICE
MINNA, NIGER STATE

This 8th day of July 2025

BEFORE ME

HIGH COURT OF JUSTICE
COMMISSIONER FOR OATHS
MINNA, NIGER STATE
[Signature]
COMMISSIONER OF OATHS

COMMISSIONER OF OATHS

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:-

BETWEEN:

- | | | |
|---|---|-------------------------|
| <p>1. ABUBAKAR MOHAMMED MAIGADA
(For himself and on behalf
of Guzan Community)</p> <p>2. MUHAMMAD KUDU
(For himself and on behalf
of Wuchi Community)</p> | } | PLAINTIFFS |
|---|---|-------------------------|

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANT

WITNESS STATEMENT ON OATH OF ALIYU YUNUSA MOHAMMED
I, ESV Aliyu Yunusa Mohammed, Male, Adult, of No. 2 Endwell Plaza, Along Shiroro Road, Minna, Niger State, do hereby make oath and state as follows;

1. That I am a consultant with Aliyu Y. M & Partners engaged by the Plaintiffs to conduct an independent assessment and valuation of damages suffered by Wuchi and Guzan Communities as a result of the Defendant's discharge of water from its dam in January and April 2025.
2. That I am a qualified Surveyor with many years of professional experience in post-disaster loss evaluation, community impact audits, and financial damage assessments.
3. That upon receiving complaints from members of the wuchi and guzan communities, I led a site inspection and investigation alongside my colleagues, during which I visited several farms, residences, and interviewed most affected victims.

4. That the assessment methodology included eyewitness interviews, inspection of flooded farmland, estimation of crop yield losses, equipment destruction analysis, and monetary valuation of direct and indirect damages sustained.
5. That based on the information obtained and field evidence gathered, we prepared a comprehensive damage valuation report detailing the nature, scope, and financial impact of the Defendant's actions on the Plaintiffs' communities.
6. That the total damages incurred were professionally valued at approximately ₦5,150,000,000.00 (Five Billion One Hundred and Fifty Million Naira), covering crop losses, destroyed irrigation infrastructure, farming equipment, housing damage, and associated economic losses.
7. That our report also includes photographs, data charts, economic projections, and evaluation models that substantiate the claims, and the said report has been submitted to the Plaintiffs' counsel and is pleaded in this suit for reliance at trial.
8. That I confirm the objectivity and independence of the assessment, and that no part of my findings was influenced by any party or external interest.
9. That I make this statement in good faith, with the firm belief that the facts stated herein are true and based on my personal knowledge and experience.

Deponent

SWORN TO AT THE REGISTRY OF THE HIGH COURT OF JUSTICE
MINNA, NIGER STATE

This 8th day of July 2025

BEFORE ME

HIGH COURT OF JUSTICE
COMMISSIONER FOR OATHS
CENTRAL REGISTER
MINNA, NIGER STATE
DATE: 8th July 2025
COMMISSIONER OF OATHS

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

- | | | |
|---|---|-------------------------|
| <p>1. ABUBAKAR MOHAMMED MAIGADA
(For himself and on behalf
of Guzan Community)</p> <p>2. MUHAMMAD KUDU
(For himself and on behalf
of Wuchi Community)</p> | } | PLAINTIFFS |
|---|---|-------------------------|

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANT

WITNESS STATEMENT ON OATH OF ALIYU YUNUSA MOHAMMED
I, ESV Taofiq Bashir Male, Adult, of No. 2 Endwell Plaza, Along Shiroro Road,
Minna, Niger State, do hereby make oath and state as follows;

1. That I am an associate with Aliyu Y. M & Partners engaged by the Plaintiffs to conduct an independent assessment and valuation of damages suffered by Wuchi and Guzan Communities as a result of the Defendant's discharge of water from its dam in January and April 2025.
2. That I am a qualified Surveyor with many years of professional experience in post-disaster loss evaluation, community impact audits, and financial damage assessments.
3. That upon receiving complaints from members of the wuchi and guzan communities, we inspected the site and investigation alongside my colleagues, during which I visited several farms, residences, and interviewed most affected victims.

4. That the assessment methodology included eyewitness interviews, inspection of flooded farmland, estimation of crop yield losses, equipment destruction analysis, and monetary valuation of direct and indirect damages sustained.
5. That based on the information obtained and field evidence gathered, we prepared a comprehensive damage valuation report detailing the nature, scope, and financial impact of the Defendant's actions on the Plaintiffs' communities.
6. That the total damages incurred were professionally valued at approximately ₦5,150,000,000.00 (Five Billion One Hundred and Fifty Million Naira), covering crop losses, destroyed irrigation infrastructure, farming equipment, housing damage, and associated economic losses.
7. That our report also includes photographs, data charts, economic projections, and evaluation models that substantiate the claims, and the said report has been submitted to the Plaintiffs' counsel and is pleaded in this suit for reliance at trial.
8. That I confirm the objectivity and independence of the assessment, and that no part of my findings was influenced by any party or external interest.
9. That I make this statement in good faith, with the firm belief that the facts stated herein are true and based on my personal knowledge and experience.

Deponent

SWORN TO AT THE REGISTRY OF THE HIGH COURT OF JUSTICE
MINNA, NIGER STATE

This 8th day of July 2025

BEFORE ME

HIGH COURT OF JUSTICE
COMMISSIONER FOR OATHS
CENTRAL REGISTRY
MINNA, NIGER STATE

COMMISSIONER OF OATHS

IN THE HIGH COURT OF JUSTICE OF NIGER STATE

IN THE MINNA JUDICIAL DIVISION

HOLDEN AT MINNA

SUIT NO:

BETWEEN:

1. ABUBAKAR MOHAMMED MAIGADA
(For himself and on behalf
of Guzan Community)
 2. MUHAMMAD KUDU
(For himself and on behalf
of Wuchi Community)
-PLAINTIFFS

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANT

PLAINTIFF'S LIST OF DOCUMENTS SOUGHT TO BE RELIED UPON
AT TRIAL

1. The Series of pictures and videos of the devastating destruction.
 2. The Assessment and Evaluation report
 3. The Solicitors Letter of instruction
 4. A copy of the acknowledgement letter of demand to the Defendant
 5. A copy of the response of the Solicitors to the Defendant
 6. A copy of the said acknowledgment letter to Counsel to the Defendant
 7. Certificate of Compliance
- All other documents pertaining to and /or connected with the facts aforesated
and all notices that may be required in law.

DATED THIS 7th OF July, 2025.


Dayo G. Ashonibare, Esq. LLM Notary Public
Simiat Sulaiman, Esq
Smart Fyeface Wofuru Esq
Blessing Etamessor, Esq

Somadina C. Offor
Jibril Ibrahim, Esq
Plaintiff's Counsel
Levite Solicitors & Arbitrators
Block 15D Salis Court Phase II
Efire Ileogun Street Gwarinpa
FCT-Abuja
08033661414
levitesolicitors@gmail.com
hello@levitesolicitors.com

FOR SERVICE ON THE DEFENDANT:

MAINSTREAM ENERGY SOLUTIONS LIMITED
6 Yedseram Street, Off IBB Way,
Maitama FCT-Abuja

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

- | | | |
|---|---|-----------------|
| <p>1. ABUBAKAR MOHAMMED MAIGADA
(For himself and on behalf
of Guzan Community)</p> <p>2. MUHAMMAD KUDU
(For himself and on behalf
of Wuchi Community)</p> | } |PLAINTIFFS |
|---|---|-----------------|

AND

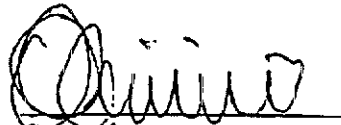
MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANT

PRE-ACTION COUNSELLING CERTIFICATE

I Dayo G. Ashonibare Esq, Legal Practitioner of Block D15 Salis Court Efiro Ileogun Street, Abuja and counsel to the Plaintiff have gone through the facts of the case of the said Plaintiff and on my honour have appropriately counselled him on the relative strength of their case or otherwise.

DATED THIS.....^{7th}.....OF ^{July}....., 2025.

1st Plaintiff


Counsel

2nd Plaintiff

ENDORSEMENT FOR SERVICE OUTSIDE JURISDICTION

This Writ of Summons is to be served outside the jurisdiction of this Honourable Court,
namely at: Mainstream Energy Solutions Limited, 6 Yedseram Street, Off IBB Way,
Maitama, FCT-Abuja, Nigeria.





19th May, 2025

The Managing Director/CEO,
Mainstream Energy Solutions Ltd,
6 Yedseram Street, Off IBB Way,
Maitama FCT-Abuja



Sir,

LETTER OF DEMAND FOR COMPENSATION: LOSSES RESULTING FROM FLOODING CAUSED BY MAINSTREAM ENERGY SOLUTIONS LIMITED'S UNANNOUNCED RELEASE OF WATER FROM ITS DAM FACILITY WITHOUT ADEQUATE WARNING OR MITIGATION MEASURES

We act as Solicitors to Wuchi Community of Mokwa Local Government and Guzan Community of Ndagi Local Government both located in Niger State, Nigeria (hereinafter referred to as "Our Client") and write on their instruction and authority with respect to the above-referenced matter.

Our clients are indigenous dry-season farmers with extensive farmland in the aforementioned communities. They have designated Abubakar Mohammed Maigada as the representative of Guzan Community and Muhammad Kudu as the representative of Wuchi Community, as previously stated in respect of the above subject matter.

Our Clients have informed us of the following facts to which we verily believe same to be true and we wish to state as follows:

1. It is our clients brief that on multiple occasions, specifically in the first week of January 2025 and the last week of January 2025, your company discharged water from its dam into their communities without sufficient warning or appropriate mitigation measures. As a result, farmlands and properties suffered extensive damage due to severe flooding.

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2. That while the affected communities were still recovering from the prior act of negligence regarding the unannounced release of water from your dam/facility without adequate warning or mitigation measures and were preparing to harvest their crops in April 2026, your company, once again, discharged water on April 16, 2026, without any prior notice. This resulted in severe losses, including but not limited to destruction of crops and farmland and loss of farming implements and equipment valued at approximately ₦5,000,000,000.00 (Five Billion Naira). These losses have caused immense economic hardship and have significantly jeopardized the food security and overall well-being of the entire community.
3. Had the company exercised due diligence by providing sufficient warning and implementing appropriate mitigation measures, our clients would not have suffered such a substantial loss.
4. At this stage, we find it inconceivable that your company, fully aware of the devastating consequences of releasing such a large volume of water without prior notification or appropriate mitigation measures, still proceeded with the discharge. This reckless action directly resulted in immense destruction and significant losses suffered by our clients.

In light of the foregoing, we have the instructions of Our Client's to hereby **DEMAND** the immediate assessment and full compensation for all losses incurred. This will enable them to restore their livelihood and resume their farming activities without further delay.

TAKE NOTICE that if your company fails, refuse, ignore and/or neglect to as herein above demanded within the said (7) days, we shall be left with no option than to explore all legal remedy available to our client against your company.

Accept the assurances of our esteemed professional regards.

Yours faithfully,

For Levite Solicitors & Arbitrators.



Dayo G. Ashonibare, Esq. LL.M, ACIarb (UK)

Notary Public

Head of Practice/Managing Partner

08033661414



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BABS AKINWUMI & CO.

Legal Practitioners, Arbitrators and Consultants

22nd May 2025.

The Principal Partner,
Levite Solicitors & Arbitrators
Block 15D, Salis Court, Efire Ilogun Street,
(Around Jabi Airport Junction)
Gwarinpa II, Abuja.

Attention: Dayo G. Ashonibare Esq.

Sir,

**RE: LETTER OF DEMAND FOR COMPENSATION: LOSSES RESULTING FROM
FLOODING CAUSED BY MAINSTREAM ENERGY SOLUTIONS LIMITED'S
UNANNOUNCED RELEASE OF WATER FROM ITS DAM FACILITY WITHOUT
ADEQUATE WARNING OR MITIGATION MEASURES**

Your letter of 18th May 2025 on the above subject refers.

We are solicitors to Mainstream Energy Solutions Limited (MESL) and write this letter upon its instructions concerning your defamatory letter dated 1st March 2024 with the above title.

We write in response to your letter under reference, in which your client makes unsubstantiated allegations of negligence against our client.

It is our considered view that your client, in briefing you, either deliberately misrepresented the facts, acted based on speculation, or was unduly motivated by a desire to unjustly extract monetary compensation. Such conduct suggests either a willful intent to mislead or a desperate attempt to profit without cause.

We categorically state that our client bears no responsibility whatsoever for the unfortunate circumstances your client alleges. For the record, our client maintains the highest standards regarding safety and environmental

management and operates in strict adherence to all regulatory and compliance requirements.

The water discharge from our client's dam in January and April 2025 was carried out systematically and in full compliance with expert recommendations and industry best practices. These activities were also preceded by multiple public notices and sensitization campaigns aired on local radio and television stations in Niger State, ensuring adequate public awareness.

It is apparent that your client may have established their operations in a flood-prone area, contrary to state-issued directives advising against occupation or activity in such zones. Consequently, any loss allegedly suffered is self-inflicted and cannot be attributed to our client.

Furthermore, for your client's benefit, we emphasize that the River Niger spans approximately 4,180 kilometers, originating from the Guinea Highlands and flowing through several West African countries before reaching the Niger Delta. It is self-evident that our client cannot be held accountable for natural hydrological events occurring along such an extensive and transboundary watercourse, over which it has no control outside its operational jurisdiction.

It may also interest you to know that the Niger State Government has already engaged our client on this matter, and our client has duly responded with clarity and transparency.

In light of the above, we reiterate that our client cannot be held liable for the alleged flooding or for the grossly exaggerated claim of damage amounting to NGN 5,000,000,000.00 (Five Billion Naira) across two communities in Niger State.

We therefore advise your client to explore alternative avenues, as our client will not accept responsibility for losses it did not cause. Your demand consequently is misdirected to our client.

Finally, be advised that our client will vigorously pursue all available legal remedies to resist any attempt by any individual or group to malign its reputation or subject it to blackmail. Should defamatory or misleading



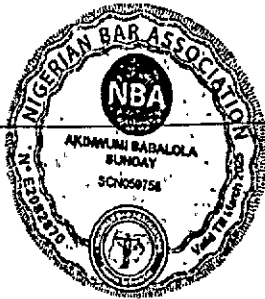
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statements persist, we shall not hesitate to file a counterclaim for any damages arising from such conduct.

Accept please our utmost professional regards.

Yours faithfully,



B. S. Akinwumi Esq.
BABS AKINWUMI & Co.



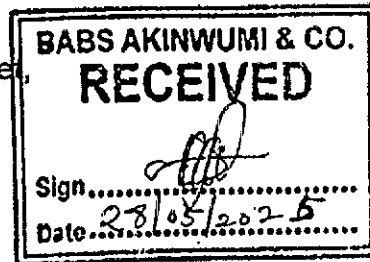
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28th May, 2025

**The Principal Partner,
BABS AKINWUMI & CO**
19 Uyo Crescent, Off Emeka Anyaoku Street,
Area 11, Garki
FCT-Abuja



Attn: B.S Akinwumi, Esq

Sir,

**RE: LETTER OF DEMAND FOR COMPENSATION: LOSSES
RESULTING FROM FLOODING CAUSED BY MAINSTREAM ENERGY
SOLUTIONS LIMITED'S UNANNOUNCED RELEASE OF WATER FROM
ITS DAM FACILITY WITHOUT ADEQUATE WARNING OR
MITIGATION MEASURES**

We continue to act as Solicitors to Wuchi Community of Mokwa Local Government and Guzan Community of Ndaghi Local Government both located in Niger State, Nigeria (hereinafter referred to as "Our Client") and on whose instruction and authority we write with respect to the above-referenced matter. . .

We acknowledge receipt of your letter dated 22nd May 2025, which, regrettably, lacks both compassion and remorse regarding the flooding, caused by your client's release of water from the dam. It is also concerning that our clients' legitimate and justified claims have been unfairly characterized as a "defamatory letter." Nevertheless, we shall proceed to address the substantive issues as follows:

1. Contrary to the assertions in your letter, our clients maintain that Mainstream Energy Solutions Limited's actions directly contributed to the devastation they suffered. The unregulated water discharge, executed without adequate public notification or mitigation measures, resulted in severe damage to homes, livelihoods, and public infrastructure in our community.

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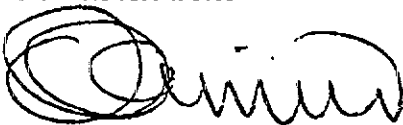
2. While your response states that prior warnings were issued via local media, our clients did not receive sufficient or any of such notice, nor was there adequate engagement with local leadership or emergency response teams to ensure preparedness. The assertion that our clients willingly occupied a flood-prone area is misleading, as they have resided in these locations for generations without experiencing such a sudden and destructive event until your client's actions.
3. It is essential to note that, historically, water releases from the dam have typically occurred in August, accompanied by adequate notice and stakeholder engagement. This established practice has allowed our clients to rely on dry season farming as their primary means of livelihood.
4. We acknowledge that the River Niger spans several countries; however, this does not absolve your client the responsibility for the direct impact of its operations within our client's communities. Given the substantial losses suffered including destruction of property, displacement, and economic hardship we formally demand that your client engage in meaningful dialogue with community representatives to address appropriate compensation for damages caused.
5. Should your client fail to acknowledge its responsibility or refuse to engage in good-faith negotiations, we will have no choice but to pursue legal remedies to secure justice for our clients.

TAKE FURTHER NOTICE that if your client fails, refuse, ignore and/or neglect to as herein above demanded within the said (7) days, we shall be left with no option than to explore all legal remedy available to our client against your client.

We hope to resolve this matter amicably and urge you to reconsider your stance for the well-being of those affected.

Accept the assurances of our esteemed professional regards.

Yours faithfully,
For: Levite Solicitors & Arbitrators.



Dayo G. Ashonibare, Esq. LL.M, ACIarb (UK)
Notary Public
Head of Practice/Managing Partner
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