

IN THE HIGH COURT OF RIVERS STATE OF NIGERIA
IN THE PORT HARCOURT JUDICIAL DIVISION
HOLDEN AT PORT HARCOURT

BEFORE HON. JUSTICE B.I. EMMANUEL-OKERE JUDGE
SITTING AT HIGH COURT NO: 26 PORT HARCOURT
DELIVERED ON THURSDAY, THE 20TH DAY OF NOVEMBER, 2025

SUIT NO: PHC/1266/CS/2025

BETWEEN

- | | | |
|--|---|------------------|
| <ol style="list-style-type: none">1. SURVEYOR IVI CHINONSO EMMANUEL2. FIELDGATE GEOMATICS NIGERIA LIMITED3. OKEREA FOR HENDRIX CHIDIEBUBE | } | CLAIMANTS |
|--|---|------------------|

AND

SUNDAY KINGSLEY ANTHONY (Also known as Engr. Kingsley Sunday)	}	DEFENDANT
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PARTIES: 1st Claimant present, other parties are absent.

APPEARANCES: V. U. Uzochukwu, Esq. for the Claimants.
No legal representatives for the Defendant

JUDGEMENT

The Claimants initiated this Suit via a Writ of Summons filed on the 9th day of April, 2025 and pray for the following reliefs:

1. **A DECLARATION** that the Claimants are entitled to the refund of the sums of N6,500,000 (Six Million, Five Hundred Thousand Naira) only and N6,175,000 (Six Million, One Hundred and Seventy-five Thousand Naira) only paid to the Defendant on the 13th day of August, 2024 and

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3rd day of September, 2024 respectively for the purchase of the two parcels of land situate and known as "OHIA MMAWU RUMUOPARANWO-RUMUESARA, ENEKA IN OBIO-AKPOR LOCAL GOVERNMENT AREA OF RIVERS STATE" which title is now contested and inaccessible to the Claimants.

2. **A DECLARATION** that the Claimants are entitled to recover from the Defendant the entire cost for the bush entry fee, agent fee and the money for fencing of one parcel of land paid to the Defendant as well as the lawyer's fee, cost of fencing of the other parcel of land, bags of cements, cost of mason labour, cost of iron door installed and cost of 1,500 piece of blocks expended by the Claimants on the parcels of land consequent on the Defendant's presentation that the parcels of land belonged to him and by the sale has been transferred to the Claimants.
3. Order that the Sum of N6,500,000 (Six Million, Five Hundred Thousand Naira) only and N6,175,000 (Six Million, One Hundred and Seventy-five Thousand Naira) only paid to the Defendant by the Claimants on the 13th day of August, 2024 and 3rd day of September, 2024 respectively be refunded to the Claimants.
4. ORDER against the Defendant to pay to the claimants the bush entry fee of N100,000 (One Hundred Thousand Naira) only, agent fee of N1,267,500 (One Million, Two Hundred and Sixty-seven Thousand, Five Hundred Naira) only and the sum of N151,000.00 (One Hundred and Fifty-one Thousand Naira) only paid to the Defendant which he



demanded from the Claimants to fence the land and the lawyer's fee of N1,267,500 (One Million, Two Hundred and Sixty-seven Thousand, Five Hundred Naira) only for the two deeds of conveyance, the sum of N137,200.00 (One Hundred and Thirty-seven Thousand, Two Hundred Naira) only for 14 bags of cement, the sum of N450,000 (Four Hundred and Fifty Thousand Naira) only for 1,500 pieces of concrete blocks, the sum of N160,700.00 (One Hundred and Sixty Thousand, Seven Hundred Naira) only cost of mason labour paid to workers for the construction done on the parcels of land and the sum of N50,000.00 (Fifty Thousand Naira) only paid for the purchase of iron door installed thereon.

5. The Sum of N5,000,000.00 (Five Million Naira) only as general and exemplary damages against the Defendant for all inconveniences, embarrassment and financial losses suffered by the Claimants.
6. Cost of N2,000,000.00 (Two Million Naira) only for the filing of this suit.

The Claimants in accordance with the rules of this court filed an application for Summary Judgment on the 10th day of June, 2025. The said application was brought pursuant to Order 13 of the High Court of Rivers State (Civil Procedure Rules) 2023 and under the inherent jurisdiction of this Honourable Court. In support of the application are 27 paragraphs affidavit and 5 exhibits.



- Exhibit Fieldgate 1 - Copy of 2nd Defendant company GTB Statement of account showing payments made to the Defendant account.
- Exhibit Fieldgate 2 - Receipt acknowledging payment issued by the lawyers.
- Exhibit Fieldgate 3 - Copies of the two Deed of Conveyance signed by the parties.
- Exhibit Fieldgate 4 - Receipts from Fidelity and Stanbic IBTC banks showing payment made by the Claimants through transfer and bank payment.
- Exhibit Fieldgate 5 - Receipts of transfer/bank payments from Fidelity and Stanbic IBTC.

The Claimants in compliance to the rules of this Court filed Written Address in support of their application on the same 10th day of June 2025.

The said application prays this honourable court for the following reliefs:

- 1) **AN ORDER** of the Honourable Court entering final judgment in favour of the Claimants against the Defendant in line with their reliefs as contained in the Writ of Summons and Statement of Claim of the Claimants before the Honourable Court.

The brief fact of the case is that:

The 1st Claimant, a licensed surveyor and Managing Director of the 2nd Claimant (a registered surveying company), acted on behalf of himself, the 2nd Claimant and the 3rd Claimant, a business partner who often purchases land through them. The Defendant represented to the Claimants on different occasions in August and September 2024 that he owned two

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parcels of land at Ohia Mmawu, Rumuoparanwo–Rumuosara, Eneka, in Obio/Akpor LGA, and offered to sell them one plot to the 1st and 2nd Claimants for ₦6,500,000.00 (Six Million, Five Hundred Thousand Naira) only and the other to the 3rd Claimant for ₦6,175,000.00 Six Million, One Hundred and Seventy-five Thousand Naira) only.

The Claimants averred that before payment, the Defendant demanded "bush entry fees" of ₦100,000.00 (One Hundred Thousand Naira) only, which the Claimants paid in cash. The Claimants also paid the full purchase prices to the Defendant's GT Bank account on 13th day of August, 2024 and 3rd day of September, 2024. After acknowledging receipt of the money, the Defendant instructed them to prepare Deeds of Conveyance and demanded 10% agent fees, insisting they be paid in cash. The Claimants eventually paid ₦1,267,500.00 (One Million, Two Hundred and Sixty-seven Thousand, Five Hundred Naira) only in agent fees to enable execution of the Deeds, which were then signed by the parties.

The Defendant further asked for additional funds to fence the land, leading the Claimants to make further transfers and additional payments for construction materials and labour. However, when the Claimants visited the land in December 2024, they were confronted by third parties who claimed ownership of the land. Upon contacting the Defendant, he admitted there was a dispute over the title and attempted to offer alternative lands, which the Claimants rejected, demanding a refund.

The claimants averred that to date, the Defendant has refused to refund the sums paid, causing the Claimants financial loss and inconvenience.

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The Defendants did not file any response to the claimants claims and application despite several hearing notice issued and served on him.

On the 5th day of November, 2025. The Claimants' Counsel relied on the affidavit in support of the said application and adopted the written address wherein a sole issue for determination was formulated:

"Whether by the facts contained in the affidavit and exhibits of the Claimants/Applicants attached in support the Claimant, the Claimants/Applicants are entitled to the grant of the application before the court for summary Judgment".

Learned Counsel for the Claimants submitted that the Defendant has disclosed no reasonable or genuine defence to the Claimants' action and that this is a proper case for the entry of summary judgment. Counsel placed heavy reliance on the Court of Appeal decision in **FIRST BANK (NIG.) LTD V. KHALADU (1993) 9 NWLR (PT. 315) 44 AT 56**, where the court in interpreting the undefended list procedure akin to the summary judgment procedure under Order 11 of the High Court of Lagos State (Civil Procedure) Rules 2004, and in pari materia with Order 11 Rule 1 of the High Court of Rivers State (Civil Procedure) Rules 2023 held that a defendant who has no real defence should not be allowed to dribble or frustrate a claimant by delay tactics or by seeking time to postpone meeting a clear financial obligation. The Court emphasized that it would be "most inexpedient" to grant such a defendant leave to defend merely for the purpose of delay.

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Learned Counsel for the Claimants submitted that the Defendant has no defence whatsoever to the Claimants' claims and that Granting the Defendant time to defend would only encourage a continued evasion of its clear financial obligations; and it would be contrary to the interests of justice to permit the Defendant to defend solely to buy time or frustrate the Claimants.

Counsel further submitted that the Claimants, through their documentary exhibits particularly Exhibits FIELDGATE 1-5, as well as the two Deeds of Conveyance tendered have established beyond doubt that payments were made by the Claimants into the Defendant's GT Bank account. According to Counsel, these exhibits shows not only the transfer of funds but also that the Defendant represented himself as having good title over the parcels of land, thereby inducing the Claimants to part with their funds. The Defendant, Counsel contended, continues to retain and enjoy the Claimants' hard-earned money to their detriment.

Learned Counsel for the Claimants submitted that the Claimants have acknowledged the sum of N6,500,000.00 (Six Million, Five Hundred Thousand Naira) sent to them by the Defendant.

Learned Counsel for the Claimants therefore argued that the Claimants, having conclusively shown the indebtedness of the Defendant and having suffered both financial loss and emotional distress, are entitled to summary judgment. Counsel urged the Court to so hold, relying also on the general principle that summary judgment is appropriate where documents tendered clearly establish the liability of the Defendant and where no triable issue

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arises citing support from **NISHIZAWA LTD V. JETHWANI (1984) 12 SC 234** and **MACFOY V. UAC (1962) AC 152**, which underscore that the Court should not act in vain or allow a party with no defence to delay the ends of justice.

Finally, learned Counsel urged the Court, in the interest of justice, to enter final judgment in favour of the Claimants as prayed

I have carefully read through the entire processes including the submission of counsel for the Claimants. Thus, for proper determination of this suit, I shall formulate one issue for determination:

"Whether from the facts and circumstance of this suit, the Claimants are entitled to the reliefs sought?"

ORDER 13 RULE 1 OF THE HIGH COURT OF RIVERS STATE (CIVIL PROCEDURE) RULES 2023 provides that summary judgment will be entered where the Claimant's affidavit establishes that the Defendant has no defence to the action. The Rule is designed to prevent sham defences and unnecessary delay in cases where the Defendant has no genuine issue to contest. See the case of **GTB PLC V. SOLOMON (2016) LPELR-40342 (CA)**.

The Court of Appeal held in the case of **GENERAL OIL LTD & ANOR V. FSB INT'L BANK PLC (2004) LPELR- 73711(CA)** that summary judgment procedure provides for the quick resolution of issues that are not contentious.

In summary judgment procedure the parties do not have to go all out into full trial. The evidence placed before the court is affidavit evidence. Where the affidavit evidence in support of the motion for summary judgment



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depose to facts which lead to the conclusion that the defendant has no defence to it, the court will definitely grant the application. See the case of **AHMADU BELLO UNIVERSITY TEACHING HOSPITAL ZARIA & ANOR. V. STAR GLOBAL MARKETING LIMITED (2021) LPELR – 53527 (CA)**.

The Defendant has not placed any material before this Court to challenge, rebut, or contradict the averments of the Claimants. The law is trite that where evidence was neither challenged nor debunked, it remains good and credible and should be relied on. See the cases of **TOPE ADESOYE V. THE STATE (2024) LPELR-62506(SC), HARUNA V. STATE (2022) LPELR-58063(SC) AND ESENE V. STATE (2017) LPELR- 41912 (SC)**.

From the uncontroverted affidavit evidence furnished in this application, the Claimants having proven their case have also demonstrated that the Defendant has no defence whatsoever to their claims. Having conceded to paying the Claimants the sum of ₦6,500,000.00 (Six Million, Five Hundred Thousand Naira) only for one part of the land, during the pendency of this suit. Accordingly, the Claimants' application for Summary Judgment succeeds.

Judgment is hereby entered in favour of the Claimants as follows:

1. It is hereby DECLARED that the Claimants are entitled to the refund of the sum of ₦6,175,000.00 (Six Million, One Hundred and Seventy-five Thousand Naira) only paid to the Defendant on 3rd day of September, 2024 respectively for the purchase of the one parcel of land at Ohia Mmawu, Rumuoparanwo–Rumuosara, Eneka, whose title is now contested and inaccessible to the Claimants.



2. It is further DECLARED that the Claimants are entitled to recover from the Defendant all ancillary expenses incurred on the land transactions, including bush entry fee, agent fee, fencing cost, lawyer's fee, costs of building materials and labour, and other expenditures made in reliance on the Defendant's representation
3. It is hereby ORDERED that the Defendant shall refund to the Claimants the sum of ~~₦~~6,175,000.00 (Six Million, One Hundred and Seventy-five Thousand Naira) only being the purchase prices received from the Claimants, for the 2nd parcel of land.
4. It is further ORDERED that the Defendant shall pay to the Claimants the following sums: Bush entry fee: ₦100,000.00 (One Hundred Thousand Naira), Agent fee: ₦1,267,500.00 (One Million, Two Hundred and Sixty-seven Thousand, Five Hundred Naira) only, fencing money demanded and received by Defendant: ₦151,000.00 (One Hundred and Fifty-one Thousand Naira) only, Lawyer's fee: ₦1,267,500.00 (One Million, Two Hundred and Sixty-seven Thousand, Five Hundred Naira) only; 14 bags of cement: ₦137,200.00 (One Hundred and Thirty-seven Thousand, Two Hundred Naira) only; 1,500 pieces of blocks: ₦450,000.00 (Four Hundred and Fifty Thousand Naira) only; Mason labour: ₦160,700.00 (One Hundred and Sixty Thousand, Seven Hundred Naira) only; iron door installed: ₦50,000.00 (Fifty Thousand Naira) only.

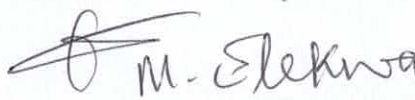
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5. General damages of ₦1,000,000.00 (One Million Naira) only is awarded in favour of the Claimant against the Defendant for the inconvenience, embarrassment, and financial loss caused to the Claimants.



B. I. EMMANUEL-OKERE
JUDGE
(20/11/2025)

Checked by me

(ACRI)



11 folios at ₦1,100