

**THE SMALL CALAIMS COURT OF NIGERIA**  
**IN THE SMALL CLAIMS COURT OF BENUE STATE**  
**IN THE SMALL CLAIMS COURT 3**  
**HOLDEN AT MAKURDI**

SUIT NO. SCC3/02/2025

**BETWEEN:**

**KENNETH ULA Esq.....CLAIMANT**

**VS**

**BENUE INVESTMENT AND PROPERTY COMPANY.....DEFENDANT**

**JUDGMENT**

The claimant **Kenneth Ula Esq.** claims the sum of **₦10, 000,000.00 (TEN MILLION NAIRA)** only against the defendant Benue Investment and Property Company (BIPC) for payment of his professional fees.

In line with the provisions in Article 9 of the Benue State Practice Directions for Small Claims Court 2023 which provides: The summons shall be served by the Sheriff of the Court within (7) days of filing.

Although the Sheriff of the Court served the summons on the defendant, however the defendant did not deem it necessary to enter appearance. Article 12(2) of the Benue State Practice Directions for the Small Claims Court 2023 further provides that when the claim is called for hearing and the claimant appears but the defendant does not appear the judge shall proceed with the hearing of the claim and enter judgment as far as the claimant can prove the case.

When the case came up for hearing the defendant was absent in court. The court was left with no option but to proceed with the case. It is evidence of the claimant that B.I.P.C. caused a letter dated 24<sup>th</sup> May, 2022 to be written to him to defend her suit No. **MHC/189/2022** between **WAY SIMON MSONTER VS BENUE INVESTMENT AND PROPERTY COMPANY LIMITED & 40 ORS.** He further testified that when he received the letter of instruction, he filed the following processes: a memorandum of appearance, statement of defence, counter affidavit and a

written address in response to the interlocutory injunction. It is also evidence of the claimant that the suit was commenced before **Honourable Justice Maurice Ahemba Ikpambese** who later transferred it to **Honourable Justice M.M. Odinya**. It is also the *viva voce* evidence of the claimant that he filed a preliminary objection and began to attend court on several dates beginning from 2022 and finally on the 13<sup>th</sup> June, 2024 **Honourable Justice M.M. Odinya** delivered a ruling in his favour wherein suit No. **MHC/189/2022** between **WAY SIMON MSONTER VS B.I.P.C. & 40 ORS** was stricken out.

The claimant further testified that although he forwarded his bill of charges and status report which was received by the defendant however the defendant failed to pay his professional fees. The following documents were tendered and admitted in evidence.

EXHIBIT A – Letter of instruction from the defendants dated 24<sup>th</sup> May, 2022.

EXHIBIT B – The ruling of **Honourable Justice M.M. Odinya** in suit No. **MHC/189/2022** between **WAY SIMON MSONTER VS BENUE INVESTMENT & PROPERTY COMPANY LIMITED & 40 ORS**.

EXHIBIT C – Status report dated 30<sup>th</sup> July, 2024 annexed to the bill of charges.

EXHIBIT D – Reminder for payment of professional fees dated 11<sup>th</sup> October, 2024.

The claimant prayed the court to enter judgment in his favour in the interest of justice.

Having assiduously examined the evidence of the claimant I shall formulate a single issue for determination which is:

Whether a party can reap from legal services of a lawyer whom the corresponding burden and duty of paying for services rendered.

It is evidence of the claimant that he was called to the Nigerian Bar in the year 2022 and he represented the defendant in suit No. **MHC/189/2022** between **WAY SIMON MSONTER V. BENUE INVESTMENT & PROPERTY COMPANY LIMITED & 40 ORS**. The letter of engagement was admitted in evidence and marked Exhibit A.

This is to inform you that the Management of Benue Investment and Property Company Limited has approved the engagement of your firm to request the Company in the above subject suit pending before the High Court, Makurdi.

You are therefore requested to appear and defend the matter on behalf of the Company sued herein as the defendant Barr. Emmanuel Kakwagh could work with on this matter. Kindly liaise with him for further briefing regarding the company's defence to the suit and ensure that the company is briefed periodically of the progress being made in the matter.

The above-mentioned suit was struck out on the 13<sup>th</sup> June, 2024. It is trite that equity cannot allow the defendant to enjoy the best of two worlds take the benefit of an executed job without corresponding burden of payment. I refer and rely on the case **EGBA & ANOR V. ODU [2014] LPELR 23805c.n.** the Court held that a legal practitioner is certainly entitled to be paid an approved fees for professional services rendered by him on the basis of ;

- a) Agreed sum
- b) Advance payment of his service
- c) On quantum meruit

The Court went further to state that a claim on quantum meruit arises when one person has expressly or impliedly requested another to render him a service without specifying remuneration but the circumstances of the request imply that the services is to be paid for.

Apostle Paul in 1 Timothy 5:18 state clearly that you should not muzzle the ox when it treads out the grain and the labourer is worthy of his wages.

It is disheartening that a senior member of the Bar, 23-year post call should be deprived of his professional fees in a high –profile case which involved the sum of **₦539, 000,000.00 (FIVE HUNDRED AND THIRTY-NINE MILLION NAIRA)** which was laundered from the defendant's Unity Bank Account Number **0022830380** to purchase a property situate along George Akume Way Makurdi measuring 200Ft by 200Ft. the said case was in favour of the defendant. See Exhibit B.

On the footing of *quid pro quo*, the law does not allow the defendant to reap from the legal services of a lawyer without a corresponding burden of duty of paying for the services rendered.

On the whole the claimant's case succeeds. I award the sum of **₦10, 000,000.00 (TEN MILLION NAIRA)** in his favour against the defendant.

**D.R. ALASHI.**

SDJ

19.5.2025

EXHIBITS SHALL BE RETURNED TO THE CLAIMANT IF THERE IS NO APPEAL.

RIGHT OF APPEAL: Article 189(1) & (2) **BSPDSCC 2023** where either party is aggrieved with the judgment, such a party shall comply with the provisions of section 73(1) and (2) of the District Court law with regards to leave of the District Court.

(2). The aggrieved party shall file the Notice of Appeal in **FORM SCA8** within Fourteen (14) days of delivery of the judgment stating reasons for the Appeal.

Judgment is read in the open Court this 19<sup>th</sup> May, 2025. Claimant is entitled to judgment in the sum of **₦10, 000,000.00 (TEN MILLION NAIRA ONLY)**

**D.R. ALASHI**

SDJ

19.5.2025

DATE: 19.5.2025

CORAM: SAME

CLAIMANT: ABSENT

DEFENDANT: ABSENT

B.E. ATOGBON for claimant.

ATOGBON: The motion comes up for judgment.

COURT: JUDGMENT COMES READ IN THE OPEN COURT TODAY 19<sup>TH</sup> MAY, 2025.

RIGHT OF APPEAL EXPLAINED.

**D.R. ALASHI**

SDJ

1.5.2025.

ATOGBON: We thank the Court for the well-considered judgment.

**D.R. ALASHI**

SDJ

19.5.2025