

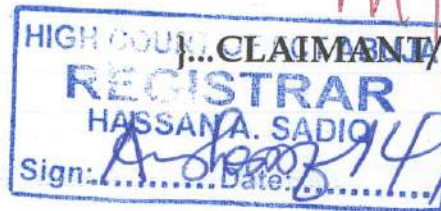
**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA**

SUIT NO: CV/4737/25

BETWEEN

**FHT MEGA EXPRESS LIMITED
RESPONDENT**

AND



- | | |
|---|-------------------------|
| 1. PARALLEX BANK LIMITED | }...CLAIMANT/ |
| 2. CENTRAL BANK OF NIGERIA (CBN) | } |
| 3. NIGERIA DEPOSIT INSURANCE CORPORATION (NDIC) | }...DEFENDANT/ OBJECTOR |
| | }...DEFENDANTS/ |
| | } RESPONDENTS |

NOTICE OF PRELIMINARY OBJECTION

**BROUGHT PURSUANT TO SECTION 6(6) OF THE CONSTITUTION OF
THE FEDERAL REPUBLIC OF NIGERIA 1999 (AS AMENDED), ORDER 30
RULE 1 OF THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
(CIVIL PROCEDURE) RULES 2025 AND UNDER THE INHERENT
JURISDICTION OF THIS HONOURABLE COURT**

TAKE NOTICE that prior to, during or after the trial/ hearing of this suit, the 1st Defendant/ Objector shall contend by the instant objection that this Honourable Court lacks the jurisdiction to entertain this suit and shall in consequence seek the following orders:

1. **AN ORDER** dismissing the instant suit *in limine* for constituting an abuse of court process, incompetence, want of jurisdiction and/ or forum shopping.
2. **AND SUCH FURTHER OR OTHER ORDERS** as this Honourable Court may deem fit to make in the circumstances of this case.

FURTHER TAKE NOTICE THAT the grounds upon which the instant preliminary objection is predicated are as follows:

- (1.) The instant suit constitutes an impermissible attempt by the 1st Respondent to re-litigate issues already pending before and/ or subsumed in proceedings before the Federal High Court in Suit No: FHC/L/CS/1774/2025 and other pre-existing suits.

- (2.) The 1st Respondent had previously filed and discontinued **Suit No: LD/ADR/6143/2025**, after failing to obtain *ex parte* orders in the said suit, and has instituted this suit to circumvent the prior refusal, thereby amounting to **forum shopping, multiplicity of proceedings** and an **abuse of court process**.
- (3.) The 1st Respondent's use of fronts and disguised Claimants in parallel suits or proceedings (including but not limited to **Suit No: MCL/392/MISC/2025** and **Suit No: LD/ADR/6143/2025**) to obtain *ex parte* orders further evidences bad faith, vexation and abuse of Court process.
- (4.) The subject matter(s) of the instant suit (i.e. Letters of Credit opened in favour of the 1st Respondent and details of which are set out in the body of the instant application) and associated obligations are already subject of **Suit No: FHC/L/CS/1774/2025** before the Federal High Court and other pre-existing suits.
- (5.) The 1st Respondent has already sought reliefs concerning the same Letters of Credit and the consignments, in respect of which the said Letters of Credit were opened, in prior proceedings (**Suit No: MISC/392/MISC/2025**, **Suit No: LD/ADR/6143/2025**, and **Suit No: FHC/L/CS/1774/2025**).
- (6.) The claims in the instant suit seek to enforce the same obligations, rights and liabilities arising from the Letters of Credit, creating a real and substantial risk of conflicting decisions from courts of co-ordinate jurisdiction.
- (7.) The instant suit is in its improper and abusive characteristic calculated to **irritate, scandalise, irritate, vex and annoy** the Objector through multiplicity of actions and by suppressing material facts concerning the pendency of pre-existing suits and previous failure attempts to obtain *ex parte* orders in other proceedings and jurisdictions.
- (8.) The 1st Respondent's conduct demonstrates *mala fides* and the suit is a contrived and an abusive vehicle to overreach the Objector and manipulate judicial processes.

- (9.) Accordingly, the instant suit is not properly maintainable before this Honourable Court and further constitutes a gross, an unpardonable and an impermissible abuse of Court process, robbing this Honourable Court of jurisdiction.
- (10.) By reason of the foregoing, this suit is liable to be dismissed.
- (11.) In addition to the above, the Writ of Summons filed in this suit is not endorsed for service on the Objector in Lagos State and out of the jurisdiction of this Honourable Court, by reason of which this Honourable Court thereby lacks the jurisdiction to entertain and/ or adjudicate on the instant suit.
- (12.) This Honourable Court also lacks the territorial jurisdiction to entertain and/ or adjudicate on the instant suit, the Objector's address being in Lagos and the transaction which culminated in this suit having been undertaken in Lagos and out of the jurisdiction of this Honourable Court.

Dated this 7th day of January, 2026



*Prof. 'Kemi Pinheiro, OFR, SAN, LLD, FCI Arb.,
Chukwudi Enebeli, SAN.,*

SIGNED BY: Ridwan Ayanbiyi, Esq.,

Prince Elebor, Esq.,

Nunu Omoruyi, Esq.,

Akinloluwa Tokede, Esq.,

Oluwabusayo Olukayode, Esq.,

PINHEIRO LP,

1st Defendant/ Objector's Counsel

5/7, Folayemi Street,

Off Coker Road, Ilupeju, Lagos.

Tel: 08022259872, 08143233555

E-mail: admin@pinheirolp.com; pinheirolp1995@gmail.com

URL://http.www.pinheirolp.com

FOR SERVICE ON:

1. **The Claimant,**
C/o their counsel,
Tolu Babaleye, Esq.,
Akinola Apanisile, Esq.,
Tolu Babaleye & Co.,
Plot 69, BraveRoack IV,
Beside Gold Court Estate,
Katampe - Abuja.
08036014473; tbabaleye@gmail.com
2. **The 2nd Defendant/ Respondent**
Plot 33, Abubakar Tafawa Balewa Way,
Central Business District,
FCT-Abuja.
3. **The 3rd Defendant/ Respondent**
Plot 447/448 Constitution Avenue,
Central Business District,
FCT-Abuja.

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

SUIT NO: CV/4737/25

BETWEEN

**FHT MEGA EXPRESS LIMITED
RESPONDENT**

}...CLAIMANT/

AND

1. PARALLEX BANK LIMITED

}...DEFENDANT/ OBJECTOR

2. CENTRAL BANK OF NIGERIA (CBN) }

3. NIGERIA DEPOSIT INSURANCE

}...DEFENDANTS/

4. CORPORATION (NDIC)

} RESPONDENTS

AFFIDAVIT IN SUPPORT OF NOTICE OF PRELIMINARY OBJECTION

I, Mrs Cynthia Akunaeziri, Female, Christian, Nigerian Citizen of Plot 1261, Adeola Hopewell Street, Victoria Island, Lagos, do hereby make oath and state as follow:

Introduction

1. I am a Manager in the 1st Defendant/ Objector ('Objector') bank, by virtue of which position I am conversant with the facts deposed hereto.
2. I have the consent and authority of the Objector to depose to this Affidavit.
3. Except otherwise stated, the facts herein deposed are within my knowledge, information and belief.

Suit No: FHC/L/CS/1774/2025

4. By a Writ of Summons and Statement of Claim dated 4th September, 2025, the 1st Defendant/ Objector ('Objector'), as Plaintiff before the Federal High Court, Lagos Judicial Division, filed **Suit No: FHC/L/CS/1774/2025, between Parallax Bank Limited v FHT Mega Express Limited & 4 Ors**, seeking judgment in the sum of **₦4,500,000,000.00 (Four Billion, Five Hundred Million Naira only)**, being the outstanding indebtedness of the Claimant/ 1st Respondent ('1st Respondent') from the following Letters of Credit opened in favour of the 1st Respondent by the Objector:

- (a.) PBL/23/LC/127 – Form M Number MF20230132545 for the sum of EURO1,720,000;
 - (b.) PBL/23/LC/061 – Form M Number MF20230085253 for the sum of EURO4,750,609;
 - (c.) PBL/23/LC/112 – Form M Number MP20230122580 for the sum of EUR0839,648.99; and
 - (d.) PBL/23/LC/118 Form M Number MF20230125197 for the sum of EURO502,485.
5. By the afore-referenced suit, the Objector also seeks to protect its banker's lien over the consignments and goods financed by it with the afore-stated Letters of Credit and leave to dispose of same and apply proceeds of such sale towards satisfaction of the 1st Respondent's debt. Now shown to me and herewith attached and marked as **Exhibit A** is a copy of the Writ of Summons and Statement of Claim filed in the said suit.
 6. The above referenced suit was predicated on the 1st Respondent's failure, refusal and/ or neglect to liquidate its indebtedness to the Objector, arising from the obligations under the LCs referenced in 4(a), (b), (c) and (d) above as well as breach of the **Letters of Undertakings** (to absorb/ cover the differentials arising from fluctuation in the foreign exchange market) executed by the 1st Respondent.
 7. The 1st Respondent is aware of **Suit No: FHC/L/CS/1774/2025** and have not only filed processes but also participated in proceedings in the said suit at the Federal High Court. Now shown to me and jointly marked as **Exhibit B** are some of the processes filed by the 1st Respondent in **Suit No: FHC/L/CS/1774/2025**.
 8. By order of the Federal High Court made on the 14th day of October, 2025 in **Suit No: FHC/L/CS/1774/2025**, the Federal High Court, Lagos Judicial Division (Coram: Lewis-Allagoa, J.), after hearing counsel for the respective parties in the suit, directed parties to maintain *status quo* with respect to the subject matter of the suit, comprising the consignments and other things related to, connected to and concerning the Letters of Credit from which the suit arose. Now shown to me and marked **Exhibit C** is the record of proceedings of the 14th day of October, 2025.

Suit No: MCL/ 392/MISC/2025

9. During the pendency of **Suit No: FHC/L/CS/1774/2025**, the 1st Respondent herein, hiding under the veil and disguise of alleged third parties, filed **Suit No: MCL/ 392/MISC/2025; between Mr. Abubakar Dabo Ibrahim (trading under the name and style of Quantic Axelle Trading Company) & 2 Ors. v. Grimaldi Agency Limited** at the Magistrate Court against the Objector obtained *ex parte* orders directing release of the cargoes subject matter of the afore-referenced Letters of Credit. Now shown to me and herewith attached and marked as **Exhibit D** is a Certified True Copy of the said orders.
10. Following discovery of the *ex parte* proceedings being conducted by the 1st Respondent, through its fronts and proxies, in **Suit No: MCL/ 392/MISC/2025**, the Objector filed a motion on notice seeking to set aside the said orders, on multiple grounds of abuse of Court process and suppression of facts. Now shown to me and herewith attached and marked as **Exhibit E** is a copy of the said motion on notice.
11. At the Magistrate Court in **Suit No: MCL/ 392/MISC/2025**, the Claimants therein (under which veil and disguise the 1st Respondent initiated the proceedings) were represented by Eric Ikwele, **Egoh Wisdom** and **O.G. Ajanaku** of **Robert Clarke SAN & Ade Oshodi Partners**. Now shown to me and herewith attached as **Exhibit G** is a copy of a letter authored by the law firm of Robert Clarke SAN & Ade Oshodi Partners in respect of **Suit No: MCL/ 392/MISC/2025**.

Suit No: LD/ADR/6143/2025

12. While the above suits, proceedings and processes were pending, the 1st Respondent filed another abusive and vexatious suit at the State High Court in **Suit No: LD/ADR/6143/2025; between FHT Mega Express Limited v. Paralex Bank Limited**, seeking reliefs touching on the same Letters of Credit subject matter of **Suit No: FHC/L/CS/1774/2025**. Now shown to me and herewith attached and marked as **Exhibit F** is a copy of the Writ of Summons and Statement of Claim filed in the said suit.
13. The Writ of Summons, Statement of Claim and other accompanying processes in **Suit No: LD/ADR/6143/2025** were filed on behalf of the 1st Respondent by Chukwudi Adiukwu SAN and Olasunkanmi A. Oladiran of Duke Licit Advocates. However, proceedings in the said suit were undertaken by **Adedayo Oshodi SAN** with **Egoh Wisdom** and **O.G. Ajanaku** of **Robert Clarke SAN & Ade Oshodi Partners**. Now shown to

me and herewith attached and marked as **Exhibit G** is the record of proceedings of the 6th day of November, 2025 in **Suit No: LD/ADR/6143/2025**, showing the sameness of the names of the counsel which represented the disguised Claimants in **Suit No: MCL/ 392/MISC/2025** and the Claimant in **Suit No: LD/ADR/6143/2025**.

14. In **Suit No: LD/ADR/6143/2025**, the 1st Respondent attempted to seek *ex parte* orders against the Objector with respect to the Letters of Credit subject matter of **Suit No: LD/ADR/6143/2025**, **Suit No: FHC/L/CS/1774/2025**, **Suit No: MCL/ 392/MISC/2025** and this suit but the Court, Coram: Muyideen J declined the 1st Respondent's invitation to make the *ex parte* orders and directed the 1st Respondent to put the Objector on notice of the proceedings. **The record of proceedings in the said capturing this already forms part of the records of this Honourable Court.**
15. Upon being served with the originating processes filed in **Suit No: LD/ADR/6143/2025**, the Objector delivered a Notice of Preliminary Objection challenging the jurisdiction of the High Court of Lagos State to entertain the suit on ground of abuse of Court process, in view of the pendency of **Suit No: FHC/L/CS/1774/2025**. Now shown to me and herewith attached and marked as **Exhibit H** is a copy of the said Notice of Preliminary Objection.
16. Having failed in its quest to surreptitiously obtain *ex parte* orders against the Objector in **Suit No: LD/ADR/6143/2025**, the 1st Respondent mischievously avoided the burden to either defend the objection on ground of abuse and/ or proceed with the suit on the merits and applied to discontinue the suit. Now shown to me and herewith attached and marked as **Exhibit I** is a copy of the 1st Respondent's Notice of Discontinuance.
17. At the proceedings of the 18th day of December, 2025 in **Suit No: LD/ADR/6143/2025**, the Objector successfully demonstrated the abusive and vexatious nature of the **Suit No: LD/ADR/6143/2025** and the High Court of Lagos State, Coram: Muyideen J, found and pronounced that Adedayo Oshodi SAN, Egoh Wisdom and O.G. Ajanaku of Robert Clarke SAN & Ade Oshodi Partners and the firm of Duke Licit Advocates (under which Adedayo Oshodi SAN, Egoh Wisdom and O.G. Ajanaku had appeared in **Suit No: MCL/ 392/MISC/2025** and **Suit No: LD/ADR/6143/2025**) are one and the same team of lawyers. Now shown to me and herewith attached and marked as **Exhibit J** is the record of proceedings in **Suit No: LD/ADR/6143/2025**.

18. Having found that Adedayo Oshodi SAN, Egoh Wisdom and O.G. Ajanaku of Robert Clarke SAN & Ade Oshodi Partners, who represented the disguised Claimants in **Suit No: MCL/ 392/MISC/2025** and the firm of Duke Licit Advocates (under which Adedayo Oshodi SAN, Egoh Wisdom and O.G. Ajanaku), which represented the 1st Respondent in **Suit No: LD/ADR/6143/2025**, it has since become glaring that the disguised Claimants in **Suit No: MCL/ 392/MISC/2025** are the fronts and proxies of the 1st Respondent.
19. In consequence of the above, the High Court of Lagos State, Coram: Muyideen J accordingly struck out **Suit No: LD/ADR/6143/2025** and made an order directing the 1st Respondent to undertake corrective publications managing and neutralising the public information earlier disseminated and/ or circulated at the behest of the 1st Respondent, which was calculated to scandalise the Objector. Now shown to me and herewith attached and marked as **Exhibit K** is a copy of the enrolled orders of the Court.
20. Having withdrawn **Suit No: LD/ADR/6143/2025** on the 18th day of November, 2025, upon failure to obtain *ex parte* orders against the Objector, the 1st Respondent filed the instant suit on the 20th day of November, 2025, with the principal aim of obtaining the *ex parte* orders which it failed to obtain in **Suit No: LD/ADR/6143/2025**. The substantive claim in the instant suit seeks reliefs relating to, connected to and/ or concerning the Letter of Credit, which are already subject matter of **Suit No: FHC/L/CS/1774/2025** and other existing suits. The originating processes filed in this suit form part of the records of this Honourable Court.
21. Simultaneously with the originating processes filed in this suit, the 1st Respondent, while deliberately suppressing material facts relating to the pendency of the existing suits and its failed attempt to obtain *ex parte* orders in **Suit No: LD/ADR/6143/2025**, misled this Honourable Court into granting the long-sought *ex parte* orders in its favour. The 1st Respondent's motion *ex parte* as well as the orders of this Honourable Court form part of the records of this Honourable Court.
22. By instituting the instant suit, the 1st Respondent desires to not only irritate, annoy, vex and scandalise but also steal a match on the Objector in respect of the pre-existing **Suit No: LD/ADR/6143/2025**, both suits relating to the same Letters of Credit, thereby exposing the parties and the Courts to the real and substantial risk of conflicting decisions of Courts of co-ordinate jurisdiction.

23. Prior to the institution of **Suit No: LD/ADR/6143/2025** and the instant suit, the 1st Respondent had petitioned the Objector to the Consumer Protection Department of the 2nd Respondent (Central Bank of Nigeria (CBN)), with the same set of facts, seeking to achieve the same purpose and seeking the same purported reliefs, all calculated at scandalising the Objector. The 1st Respondent has however obviously been unable to provide useful information to the CBN in support of its frivolous and vexatious petition. Now shown to me and herewith attached and marked as **Exhibit L** is a copy of the said Petition.

Suit No: FHC/L/CS/2149/2025

24. Meanwhile, subsequent to the withdrawal of **Suit No: LD/ADR/6143/2025**, the 1st Respondent, through its fronts and privies, surreptitiously filed another suit (**Suit No: FHC/L/CS/2149/2025; between Mr. Abubakar Dabo Ibrahim & 2 Ors v. Nigeria Customs Services & 3 Ors**) at the Federal High Court, Lagos Judicial Division and the Court, Coram: Ibrahim Ahmed Kala J was misled into granting *ex parte* orders directing the release of the consignments in respect of which the Letters of Credit were opened. Now shown to me and herewith attached and marked as **Exhibit M1 and M2** are the originating process filed in **Suit No: FHC/L/CS/2149/2025** as well as the *ex parte* orders made.
25. Upon becoming aware of **Suit No: FHC/L/CS/2149/2025**, the Objector filed an application to set aside the said *ex parte* orders on ground of abuse of Court process and the said orders having been obtained upon suppression and misrepresentation of facts. Now shown to me and herewith attached and marked as **Exhibit N** is the motion on notice filed by the Objector in **Suit No: FHC/L/CS/2149/2025**.
26. At the proceedings of the 9th day of December, 2025 before the Federal High Court in **Suit No: FHC/L/CS/2149/2025**, the Objector demonstrated the abusive nature of the suit vis-à-vis the pendency of **Suit No: FHC/L/CS/1774/2025** and the Court, Coram: Ahmed Kala J, varied the orders of the Court to abide by the pre-existing orders of the Court in **Suit No: FHC/L/CS/1774/2025** and transferred the case file of **Suit No: FHC/L/CS/2149/2025** to the Court siesed of **Suit No: FHC/L/CS/1774/2025**.
27. While the 1st Respondent, through its fronts and privies, obtained the orders in **Suit No: MISC/392/MISC/2025** and **Suit No: FHC/L/CS/2149/2025** (which orders have been varied) to secure the consignments financed by the Letters of Credit that form the subject matter of this suit as well as **Suit No: FHC/L/CS/1774/2025** and **Suit No:**

LD/ADR/6143/2025, the same 1st Respondent has now approached this Honourable Court to secure the value of the same Letters of Credit, as it did in **Suit No: LD/ADR/6143/2025**. Now shown to me and previously marked above as **Exhibit D** is the enrolled order in **MISC/392/MISC/2025**.

28. This suit is a further attempt or effort by the 1st Respondent to run parallel narratives in different fora, manipulate judicial processes to its advantage and ultimately defeat or dilute its clear contractual obligations under the Letters of Credit by securing inconsistent and mutually destructive reliefs in multiple proceedings.
29. I was informed by Prof. 'Kemi Pinheiro, OFR, SAN, LLD, FCI Arb., lead counsel to the Objector, via telephone conversation on the 7th day of January, 2026 at about 3:30pm during a review of the case file of this suit and I verily believe him as follows:
 - (a.) That the claims in **Suit No: FHC/L/CS/1774/2025** and the instant suit are founded upon, arise directly and/ or flow from the Letters of Credit referenced in 4(a), (b), (c) and (d) above and are therefore the same.
 - (b.) That while the **Suit No: FHC/L/CS/1774/2025** seeks adjudication on the obligations under the LCs as well as the liability and debt arising therefrom, the instant suit seeks to confer value of the Letters of Credit on the 1st Respondent, notwithstanding the claims comprised in **Suit No: FHC/L/CS/1774/2025**.
 - (c.) That the instant suit arises from the same facts, involves the same (principal) parties, relates to the same *res*, raises same, similar or inseparable issues and seeks to enforce or contest the same obligations, liabilities and rights flowing from the Letters of Credit referenced in 4(a), (b), (c) and (d) above, as in **Suit No: FHC/L/CS/1774/2025**.
 - (d.) That the filing of this present suit, along with the reliefs sought herein, is calculated to irritate, vex, annoy the Objector, despite pendency of the pre-existing **Suit No: FHC/L/CS/1774/2025** and therefore constitutes a clear abuse of court process.
 - (e.) That by the nature of the instant suit, suppression of material facts of pendency of pre-existing suits and the *ex parte* orders already obtained herein, the suit was

deliberately filed by the 1st Defendant to overreach the Objector and **Suit No: FHC/L/CS/1774/2025** and it is calculated to put the parties and the Courts at risk of conflicting decisions from the Federal High Court and this Honourable Court, both being courts of co-ordinate jurisdiction.

- (f.) That the instant suit was deliberately commenced by the 1st Respondent immediately after the withdrawal of **Suit No: LD/ADR/6143/2025** for the sole purpose of re-litigating the same issues and obtaining *ex parte* reliefs previously refused, thereby amounting to a gross abuse of court process.
- (g.) That any decision in the instant suit will inevitably impact on, affect, interfere with, pre-judge and adjudicate on the subject matter of **Suit No: FHC/L/CS/1774/2025**; namely, the Letters of Credit listed in 4(a), (b), (c) and (d) (subject matter of this suit), the value of the Letters of credit, their value and the obligations, liabilities and indebtedness arising therefrom.
- (h.) That the instant suit borders on the same subject matter, *res* and reliefs already submitted for adjudication in **Suit No: FHC/L/CS/1774/2025** and amounts to multiplicity of actions and an abuse of judicial process.
- (i.) That the instant suit is a contrived, improper, vexatious and abusive device, vehicle or mechanism deployed (and constitutes an impermissible attempt) by the 1st Respondent to avoid, circumvent, neutralise and/or surreptitiously evade, obscure or escape its clear contractual and statutory liabilities under the Letters of Undertaking tied to the Letters of Credit forming the subject of **Suit No: FHC/L/CS/1774/2025**.
- (j.) That this Honourable Court lacks the jurisdiction to entertain the instant suit.

Forum Shopping, Territorial Jurisdiction and Incompetence of the Suit

30. Although the 1st Respondent tactfully stated the Objector's address as being in the Federal Capital Territory, Abuja, the registered address of the Objector is in Lagos State and out of the jurisdiction of this Honourable Court. The transaction which culminated in this suit also took place in Lagos and out of the jurisdiction of this Honourable Court.

31. I was further informed by Prof. 'Kemi Pinheiro, OFR, SAN, LLD, FCI Arb., lead counsel to the Objector, via telephone conversation on the 6th day of January, 2026 at about 3:40pm during a review of the case file of this suit and I verily believe him as follows:

- (a.) That the instant suit is a calculated and dishonest attempt by the 1st Respondent to overreach the Objector and the Court, immediately following withdrawal of **Suit No: LD/ADR/6143/2025**, by suppressing material facts of the pendency of pre-existing suits, engaging in **forum shopping** and re-packaging previously failed applications in order to procure long-sought *ex parte* orders, all of which constitute a grave abuse of court process.
- (b.) That **having not endorsed the Writ of Summons** filed in this suit for service on the Objector in Lagos State and out of the jurisdiction of this Honourable Court, this Honourable Court lacks the jurisdiction to entertain and/or adjudicate on the instant suit.
- (c.) That the registered of the Objector being in Lagos State and the transaction which culminated in this suit having been in Lagos State, this Honourable Court lacks the **territorial jurisdiction** to entertain and/ or adjudicate on the instant suit.

32. The justice of this case will be best served if the instant suit is dismissed.

33. I depose to this affidavit in good faith, conscientiously believing the contents to be true and correct and in accordance with the Oaths Act, 2004.

DEPONENT

SWORN to at the FCT High Court Registry, Abuja,

this 14 day of January, 2026

BEFORE ME
HIGH COURT OF THE FCT
COMMISSIONER FOR OATH
HASSANA SADIQ
Sign: Date: 14/1/26
COMMISSIONER FOR OATHS

P6
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1774

WRIT OF SUMMONS
IN THE FEDERAL HIGH COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

BETWEEN
PARALLEX BANK LIMITED

SUIT NO: FHC/L/CS/...../2025

AND

PLAINTIFF

1. FHT MEGA EXPRESS LIMITED
2. NIGERIA CUSTOMS SERVICE
3. PORTS AND TERMINAL MULTISERVICES LTD
4. GRIMALDI AGENCY NIGERIA LTD
5. NESTLE NIGERIA PLC

DEPENDANTS

TO THE DEFENDANTS:

1. FHT MEGA EXPRESS LIMITED of Plot PC 11, Engineering Close, off Idowu Taylor, Victoria Island, Lagos
2. NIGERIA CUSTOMS SERVICE of Tin-can Port, Apapa, Lagos.
3. PORTS AND TERMINAL MULTISERVICES LTD of PTML Terminal, Tin-can Port, Apapa, Lagos.
4. GRIMALDI AGENCY NIGERIA LTD Grimaldi Port Complex, Tin-can Island Port, PTML Terminal, Apapa, Lagos.
5. NESTLE NIGERIA PLC. of 22/24, Ilupeju Industrial Avenue, Ilupeju, Lagos.

You are hereby commanded that within Thirty 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 an action at the suit of the **Plaintiff** (Parallex bank Limited) 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 4th day of September, 2025.

By Order of Court

Memorandum to be subscribed on the writ

I.B:

writ is to be served within three calendar months from the date thereof, or, if renewed, within calendar months from the date of the last renewal, including the day of such date and not



REGISTRAR

For same

WRIT OF SUMMONS
IN THE FEDERAL HIGH COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

1774
SUIT NO: FHC/L/CS/...../2025

BETWEEN
PARALLEX BANK LIMITED
AND..

----- PLAINTIFF

1. FHT MEGA EXPRESS LIMITED
2. NIGERIA CUSTOMS SERVICE
3. PORTS AND TERMINAL MULTISERVICES LTD
4. GRIMALDI AGENCY NIGERIA LTD
5. NESTLE NIGERIA PLC.

----- DEFENDANTS

TO THE DEFENDANTS:

1. FHT MEGA EXPRESS LIMITED of Plot PC 11, Engineering Close, off Idowu Taylor, Victoria Island, Lagos
2. NIGERIA CUSTOMS SERVICE of Tin-can Port, Apapa, Lagos.
3. PORTS AND TERMINAL MULTISERVICES LTD of PTML Terminal, Tin-can Port, Apapa, Lagos.
4. GRIMALDI AGENCY NIGERIA LTD Grimaldi Port Complex, Tin-can Island Port, PTML Terminal, Apapa, Lagos.
5. NESTLE NIGERIA PLC. of 22/24, Ilupeju Industrial Avenue, Ilupeju, Lagos.

You are hereby commanded that within Thirty 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 an action at the suit of the **Plaintiff** {Parallex bank Limited} 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 4th day of September, 2025.

By Order of Court

Memorandum to be subscribed on the writ

N.B:

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



[Signature]
REGISTRAR

The defendants may enter appearance personally or by Legal Practitioner either by handing in the appropriate forms, duly completed (at the Registry of the Federal High Court, of the Judicial Division in which the action is brought or by sending them to the Registry by registered post.

Indorsements to be made on the writ before issue thereof

The Plaintiff Claim jointly and severally against the Defendants as follows:

Judgment in the sum of N4,500,000,000.00 (Four Billion, Five Hundred Million Naira) against 1st Defendant herein, being the outstanding indebtedness of the 1st Defendant to the Plaintiff herein as at 28th July, 2025 on the Letters of Credit issued by the Plaintiff in favour of the 1st Defendant.

Pre-judgment Interest on the sum stated in relief 1 above at the rate of 21% from 29th day of July, 2025 to the date this Honourable Court delivers judgment in this matter.

Post-judgment interest on the entire judgment sums, at the rate of 10% from the date of Judgment, till the final liquidation of the entire judgment sums.

4. **AN ORDER** of this Honourable Court directing the sale of the consignment, goods, equipment, financed by the Plaintiff, currently in the custody of the 2nd and 3rd Defendants herein and directing that the monies realized from the sale of same applied towards partial liquidation of the 1st Defendant's indebtedness to the Plaintiff.
5. **AN ORDER** of perpetual injunction of this Honourable Court restraining the 2nd to 5th Defendants, jointly and severally from taking any step, towards selling, dissipating, auctioning, disposing, buying or in whatsoever manner deal with the said consignments financed by the Plaintiff herein which are currently in the custody of the 2nd and 3rd Defendants herein, as specifically identified by the shipping documents attached to the suit herein (except as ordered by the Honourable Court as stated in relief "4" above).
6. Cost of this action in the sum of N10,000,000 (Ten Million Naira).

DATED this 4th day of September, 2025.

OBINNA A. DIVINE, ESQ.

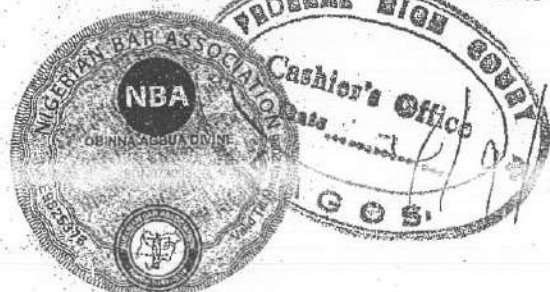
This writ was issued by Obinna A. Divine Esq., of O. S. Law Firm whose address for service is 26, Oduwobi Street, Ilupeju, Lagos, Legal Practitioner for the said Plaintiff of Plot 1261, Adeola Hopewell Street, Victoria Island, Lagos.

1. This writ was served by me at Plot PC 11, Engineering Close, off Idowu Taylor, Victoria Island, Lagos State on the 1st Defendant on the day of 2025.
Indorsed the day of 2025

(Signed).....

(Address).....

2. This writ was served by me at Tin-can Port, Apapa, Lagos State on the 2nd Defendant on the day of 2025.
Indorsed the day of 2025



(Signed).....
(Address).....

3. This writ was served by me at PTML Terminal, Tin-can Port, Apapa, Lagos State on the 3rd Defendant on the..... day of2025.
Indorsed the.....day of..... 2025

(Signed).....
(Address).....

4. This writ was served by me at Grimaldi Port Complex, Tin-can Island Port, PTML Terminal, Apapa, Lagos State on the 4th Defendant on the..... day of2025.
Indorsed the.....day of..... 2025

(Signed).....
(Address).....

5. This writ was served by me at 22/24, Ilupeju Industrial Avenue, Ilupeju, Lagos State on the 5th Defendant on the..... day of2025.
Indorsed the.....day of..... 2025

(Signed).....
(Address).....



IN THE FEDERAL HIGH COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

1724

BETWEEN

SUIT NO: FHC/L/CS/...../2025

PARALLEX BANK LIMITED

----- PLAINTIFF

AND

1. FHT MEGA EXPRESS LIMITED
2. NIGERIA CUSTOMS SERVICE
3. PORTS AND TERMINAL MULTISERVICES LTD
4. GRIMALDI AGENCY NIGERIA LTD
5. NESTLE NIGERIA PLC.

----- DEFENDANTS

STATEMENT OF CLAIM

1. The Plaintiff is a limited liability company, duly registered under the laws of the Federal Republic of Nigeria and licensed by the Central Bank of Nigeria to carry on business as a financial institution, with its head office within the jurisdiction of this Honourable court.
2. The 1st Defendant is a limited liability company, duly registered under the laws of the Federal Republic of Nigeria, with its office within the jurisdiction of this Honourable Court. the 1st Defendant is a customer of the Plaintiff, between whom there exist a banker/customer relationship.
3. The 2nd Defendant is an agency of the Federal Government of Nigeria with the responsibility {among others} of assessing, charging and receiving custom duties for goods/consignment imported into the country, on behalf of the Federal Government of Nigeria.
4. The 3rd Defendant is also a limited liability company, duly incorporated and registered under the laws of the Federal Republic of Nigeria. It is currently in-charge and in control of part of the Tin-Can Island Port in Lagos, particularly the part of the port where the consignments financed by the Plaintiff and imported by the 1st Defendant are currently stuck.
5. The 4th Defendant is also a limited liability company, duly registered under the laws of the Federal Republic of Nigeria, with its office within the jurisdiction of this Honourable Court. As will be shown in the paragraphs below, the 1st Defendant has perfected plans with the other defendants to lead the sale, dissipation, auction, etc of the consignments imported by the 1st Defendant, to the detriment of the Plaintiff herein who undisputedly established the Letters of credits for the purchase of the goods, and who is yet to recover its funds availed the importers for the said goods.
6. The 5th Defendant is also a company duly registered under the laws of the Federal Republic of Nigeria and having its head office within the jurisdiction of this Honourable Court. The 5th Defendant is the beneficiary/designated buyer/recipient of the consignment that the Plaintiff issued its confirmed Letters of Credits herein on behalf of the 1st Defendant, as will be shown in the paragraphs below.

7. The Plaintiff avers that due to the banker/customer relationship that exist between it and the 1st Defendant, the 1st Defendant applied for various Letters of Credit from the Plaintiff at various times, to enable the 1st Defendant purchase and import various goods/machines/equipment that have been pre-agreed and specifically programed/developed for the sole use of the 5th Defendant herein. The 1st Defendant consequently authored the following correspondence/applications:

- a. letter dated 24th July, 2023 seeking the establishment of LCs for the sum of Euro 4,750,609.00
- b. letter dated 2nd September, 2023 seeking the establishment of LCs for the sum of Euro 839,648,99.00
- c. letter dated 22nd September, 2023 seeking the establishment of LCs for the sum of Euro 502,485.00

8. It was the agreement of the parties that as security for the availment of the Letters of Credit, the 1st Defendant shall deposit the Naira equivalent of 100% of the amount so requested, in its bank account domiciled with the Plaintiff herein.

9. Notwithstanding the averments in paragraph 7 above, and cognizance of the fact that the foreign exchange market in Nigeria is not fixed, same being volatile and fluctuates, the parties further agreed that notwithstanding the 100% cash deposit demanded as collateral, that the 1st Defendant shall be solely responsible for the payment of any monies that may accrue as a result of fluctuation in the foreign exchange rates.

10. To pave way for the issuance of the letter of credit and to properly document the agreement of the parties regarding the responsibility of the 1st Defendant to pay any sum that may accrue due to fluctuation in the foreign exchange rates, the 1st Defendant authored correspondence dated 2nd August, 2023, 17th November, 2020 and 20th December, 2023 all titled "UNDERTAKING TO ABSORB DIFFERENTIAL FROM FOREIGN EXCHANGE RATE VOLATILITY IN FOREIGN EXCHANGE MARKET." Precisely in the correspondence dated 2nd August, 2023 (which has same/similar content with the other letters), the 1st Defendant undertook as follows:

"We, FHT MEGA EXPRESS LIMITED hereby expressly state that we understand the volatility of the Nigerian Foreign Exchange Market and that Foreign Exchange rates are not static and are subject to fluctuations.

We therefore undertake that in the event of change in Foreign Exchange rates in the course of purchase of Foreign Exchange by the bank on our behalf, from the Central Bank of Nigeria, the Nigerian Interbank Foreign Exchange Market, The Nigerian Autonomous Foreign Exchange market or any other sources, as a result of volatility of Foreign Exchange rate, any Foreign Exchange rate differential would, without argument, be borne by our good selves."

11. Sequel to the application of the 1st Defendant and its undertaking to be responsible for any foreign exchange differentials, the Plaintiff proceeded to issue the said Letters of Credit sequel to its agreement with the 1st Defendant. The Plaintiff consequently issued four different Letters of Credit in favour of the 1st Defendant, in the manner shown below:

- a. Form M Number MF20230132545 for the sum of EURO 1,720,000
- b. Form M Number MF20230085253 for the sum of EURO 4,750,609

- c. Form M Number MF20230122580 for the sum of EURO839,648.99
- d. Form M Number MF20230125197 for the sum of EURO502,485

12. Copies of the Form M and the documents relating to the various consignments financed by the Plaintiff are hereby pleaded.

13. The Plaintiff avers that immediately after issuing the Letters of Credit, the Foreign Exchange market in the country deteriorated and the 100% cash deposit provided by the 1st Defendant was grossly insufficient to buy the required foreign exchange, to liquidate the 1st Defendant's indebtedness to the Plaintiff. The Plaintiff authored correspondence dated 16th July, 2024 to the 1st Defendant, via which it informed the 1st Defendant {among other things} thus:

"To this end, the 100% percentage cover {NGN available balance} with the Bank is insufficient to procure the requisite FX needed to liquidate the existing obligations. Hence, there is a shortfall of NGN3,759,024,395.45 to be provided to complement the available balance in line with regulatory requirements."

14. The Plaintiff avers that despite receipt of its various letters notifying the 1st Defendant of the foreign exchange differential and requesting the payment of the difference in line with the undertaking given, to enable the Plaintiff purchase Foreign Exchange to liquidate the indebtedness, the 1st Defendant failed to provide the requested funds.

15. The Plaintiff avers that after protracted discussions with the 1st Defendant on the need to provide the funds to take care of the foreign exchange differentials, the 1st Defendant requested that the Plaintiff avails it facility {loan} in the sum of Two Billion Naira, to enable it part liquidate the foreign exchange differentials and also source for funds from other sources including from the 5th Defendant to fully liquidate the outstanding balance. In essence, the 1st Defendant applied that the said differentials be converted into a term loan.

16. While the request for a term loan was not part of the agreement of the parties from the inception of the transaction, as it was clearly agreed that the 1st Defendant will provide the foreign exchange differentials {without the option of a facility from the Plaintiff}, in order to assist its customer {being the 1st Defendant} and pave way for the repayment of its debt, the Plaintiff agreed to provide the said term loan, subject to the provision of necessary documents/securities in line with the laws and practice governing the banking industry. The Plaintiff's correspondence dated 19th November, 2024 buttressing the averments herein and complaining about the delays from the 1st Defendant to provide necessary documents is hereby pleaded.

17. Correspondence from the 1st Defendant dated 20th February, 2025 pleading with the Plaintiff to accept the documents provided for the avallment of the term loan is also pleaded.

18. That to further assist the 1st Defendant to repay its debt that arose due to the foreign exchange differentials, the Plaintiff authored correspondence dated 27th February, 2025 via which it magnanimously accepted the documents provided by the 1st Defendant {though same was not fully in line with the demands of the bank}. The Plaintiff clearly stated in the said correspondence thus:

"Based on your request to the Bank to exceptionally accept the valuation report already issued in favour of the Trustees, kindly note that the Bank has its list of approved valuers based on set criteria of which the instant valuation does not qualify. Nonetheless, in the interest of prompt

resolution of this lingering issue, the Bank will accept same to move this request forward."

19. The Plaintiff avers that it consequently approved the 1st Defendant's application for term loan, and availed it offer letter for acceptance and execution, to complete the transaction.
20. The Plaintiff avers that in a rather surprise twist of events, after receiving the offer letter (which it had been longing for and which it made the Plaintiff to grant serious compromises), the 1st Defendant failed and/or refused to execute the offer letter. The 1st Defendant has till the date of filing this suit not executed the offer letter and has also failed to give reason(s) why it will not execute same.
21. Frustrated by the failure of the 1st Defendant to execute the offer letter which was meant to resolve the issues between the Parties, the Plaintiff demanded the payment of the outstanding sum from the 1st Defendant, noting that the 1st Defendant gave its irrevocable undertaking to be responsible for the foreign exchange differentials.
22. Instead of repaying its undisputed indebtedness to the Plaintiff, the 1st Defendant authored correspondence dated 24th July, 2025 via which it attempted to shift the blame of not paying its undisputed indebtedness to the Plaintiff. In the said Correspondence, the 1st Defendant alleged that the 100% Naira deposit was sufficient security for the transaction, that the Plaintiff did not purchase Foreign Exchange when it was meant to, that the Plaintiff failed to invest the Naira deposit, more importantly, that the Plaintiff failed to release the shipping documents to enable it clear the goods from the port.
23. That in reaction to the correspondence from the 1st Defendant, the Plaintiff authored correspondence dated 28th July, 2025 wherein it adequately responded to the malicious allegations from the 1st Defendant. In its correspondence of 28th July, 2025 the Plaintiff clearly pointed out the various breaches on the part of the 1st Defendant, particularly its failure to provide the foreign exchange differentials as mutually agreed by the parties.
24. The Plaintiff avers that it was the clear agreement of the parties that notwithstanding the alleged 100% Naira cover (as security), the 1st Defendant shall solely be responsible for the payment of any foreign exchange differentials, in view of the volatile nature of the Nigerian Foreign Exchange market.
25. The Plaintiff avers further that it is the practice in the industry and also in line with the agreement of the parties that it shall retain the shipping documents, and that same shall be released to the 1st Defendant upon payment of its outstanding indebtedness on the Letters of Credit.
26. The Plaintiff avers that cognizance of the transactions of this nature, same being time sensitive as the goods were subject to demurrage and other related charges by the 2nd Defendant, it did everything possible to assist the 1st Defendant in repaying the outstanding sums, including availing it a term loan facility (which it failed to accept).
27. The Plaintiff avers that it was the undisputed breach by the 1st Defendant to repay the outstanding sums to pave way for the release of the shipping documents, that led to the accrual of the alleged charges stated in the 1st Defendant's correspondence of 24th July, 2025, as the Plaintiff undisputedly performed its part of the deal by providing the agreed Letters of Credit.

28. The Plaintiff avers that in recognition and admission of its undisputed indebtedness to the Plaintiff, the 1st Defendant proposed to pay the sum of N2,000,000,000.00 {Two Billion Naira} to the Plaintiff as full and final settlement of its indebtedness to the Plaintiff.
29. In the Plaintiff's correspondence of 28th July, 2028, the Plaintiff duly advised the 1st Defendant to improve the said offer, as same was meagre when compared to the outstanding debt of N4.5billion. The Plaintiff stated in the last paragraph of its correspondence thus:

"In conclusion, we have noted your offer to make a full and final payment of N2billion instead of the outstanding sum of N4.5billion as at date. While management is not averse to making a concession where possible, the quantum of the concession has to be realistic and keeping with the Bank's exposure."
30. In reaction to the bank's demand for an improved offer, the 1st Defendant authored correspondence dated 12th August, 2025 via which it resubmitted its offer to pay the said sum of Two Billion Naira as full and final settlement of the indebtedness.
31. In reaction to the 1st Defendant's correspondence, the Plaintiff authored correspondence dated 15th August, 2025 via which it reiterated the need for an improved offer, in view of the huge outstanding indebtedness.
32. The Plaintiff avers that via correspondence dated 1st September, 2025, the 1st Defendant {in admitting its indebtedness to the Plaintiff}, made a revise offer of N2,200,000,000.00 {Two Billion, Two Hundred Million Naira}. This Plaintiff states that this revise offer is a far cry from the indebtedness which as at 28th July, 2025 stood in the sum of N4,500,000,000.00 {Four Billion, Five Hundred Million Naira}.
33. The Plaintiff avers that while it has been discussing with the 1st Defendant in order to assist the customer to resolve the obligation herein, it discovered that the 1st Defendant, in conjunction with the 2nd Defendant sold part of the consignments that were financed by the Plaintiff, which were specifically produced with details and specifications from the 5th Defendant herein. The funds realized from the sale of this consignment were not transferred to the Plaintiff who undisputedly had a lien on the consignments.
34. The Plaintiff avers that since the consignments were specifically produced and imported for the sole use of the 5th Defendant herein, it is the Plaintiff's averment that the 5th Defendant was also instrumental to the sale/purchase of the consignment stated in paragraph 32 above.
35. While the Plaintiff is still aggrieved that part of the consignments which it financed and has a valid lien over, was illegally sold and the funds diverted, the Plaintiff got to know that the same arrangements are in place between the 1st, 2nd, 3rd and 4th Defendants, to sell, auction, dissipate the largest barge of the consignment {currently at the premises of the 3rd Defendant}, to the benefit of the 5th Defendant herein.
36. That while the 2nd Defendant is the Federal Government Agency which is about to give the "approval" for the dissipation of the said consignments, the consignments are currently at the premises of the 3rd Defendant and the intended sale/dissipation has been put in motion to be executed via the 4th Defendant, for the ultimate benefit of the 5th Defendant.
37. That there is urgent need for the Honourable Court to restrain the Defendants jointly and severally from tampering with the said consignments in anyway, except in the manner directed by this Honourable Court in the suit herein, being the sale of the consignments and the funds

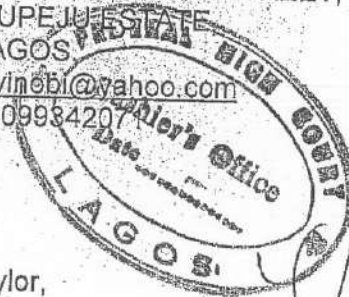
realized from same paid to the Plaintiff herein, to liquidate the indebtedness of the 1st Defendant to the Plaintiff.

38. The Plaintiffs Claim jointly and severally against the Defendants as follows:

- a. **Judgment** in the sum of N4,500,000,000.00 (Four Billion, Five Hundred Million Naira) against the 1st Defendant herein, being the outstanding indebtedness of the 1st Defendant to the Plaintiff herein as at 28th July, 2025 on the Letters of Credit issued by the Plaintiff in favour of the 1st Defendant.
- b. **Pre-judgment interest** on the sum stated in relief 1 above at the rate of 21% from 29th day of July, 2025 to the date this Honourable Court delivers judgment in this matter.
- c. **Post-judgment interest** on the entire judgment sums, at the rate of 10% from the date of Judgment, till the final liquidation of the entire judgment sums.
- d. **AN ORDER** of this Honourable Court directing the sale of the consignment, goods, equipment, financed by the Plaintiff, currently in the custody of the 2nd and 3rd Defendants herein and further directing that the monies realized from the sale of same applied towards liquidation of the 1st Defendant's indebtedness to the Plaintiff.
- e. **AN ORDER** of perpetual injunction of this Honourable Court restraining the 2nd to 5th Defendants, jointly and severally from taking any step, towards selling, dissipating, auctioning, disposing, buying or in whatsoever manner deal with the said consignments financed by the Plaintiff herein which are currently in the custody of the 2nd and 3rd Defendants herein, as specifically identified by the shipping documents attached to the suit herein {except as ordered by the Honourable Court as stated in relief "4" above}.
- e. Cost of this action in the sum of N10,000,000 (Ten Million Naira).

Dated this 4th day of September, 2025

OBINNA A. DIVINE, ESQ.
PP: O. S. LAW FIRM
PLAINTIFF'S SOLICITORS
No. 26, ODUWOBI STREET,
ILUPEJU, LAGOS.
divinebi@yahoo.com
09099342074



FOR SERVICE ON:

1. **The 1st Defendant**
Plot PC 11, Engineering Close, Off Idowu Taylor,
Victoria Island, Lagos
2. **The 2nd Defendant**

Tin-can Port,
Apapa, Lagos.

150 y 407

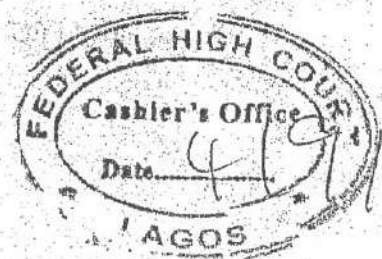
3. The 3rd Defendant
PTML Terminal
Tin-can Port,
Apapa, Lagos.

2113 20421815

419125

4. The 4th Defendant
Grimaldi Port Complex,
Tin-can Island Port, PTML Terminal,
Apapa, Lagos.

5. The 5th Defendant
22/24, Ilupeju Industrial Avenue,
Ilupeju, Lagos.



B

IN THE FEDERAL HIGH COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

BETWEEN

SUIT NO.: FHC/L/CS/ 1774 /25

PARALLEX BANK LIMITED

PLAINTIFF/APPLICANT

AND

1. FHT MEGA EXPRESS LIMITED
2. NIGERIA CUSTOMS SERVICE
3. PORTS & TERMINAL MULTISERVICES LTD::
4. GRIMALDI AGENCY NIGERIA LTD
5. NESTLE NIGERIA PLC

RESPONDENTS/RESPONDENTS

1ST RESPONDENT'S COUNTER AFFIDAVIT IN OPPOSITION TO THE
APPLICANT'S AFFIDAVIT IN SUPPORT OF MOTION ON NOTICE DATED
THE 4TH DAY OF SEPTEMBER, 2025

I, SHOLA OLAKUNLE, Male, Adult, Nigerian Citizen of 1 Olayinka Street, Off Opebi Link Road, Allen, Lagos State, do hereby make oath and solemnly state as follows:

1. That I am a Litigation Officer in the law firm of Duke Licit Advocates, counsel to the Respondents in this suit. By virtue of my position, I am conversant with the facts of this matter and competent to depose to this affidavit.
2. That That I have the consent and authority of my Principal and that of the Applicant to depose to this affidavit.
3. I know as a fact that the Applicant in this suit filed a Motion on Notice for Injunctive Reliefs dated 4th September, 2025.
4. That I have, in conjunction with my Principal, Mr. Chukwudi Adiukwu, SAN and the 1st Respondent, FHT Mega Express Limited, read the affidavit dated 4th September, 2025 deposed to by Ayodeji Abimbola ("Applicant's Affidavit"), in support of the Motion on Notice for Injunctive Reliefs. I state that the Applicant's Affidavit is replete with falsehoods, immaterial and/or irrelevant facts, and misrepresentations, all deliberately presented before this Court in an attempt to mislead the Honourable court.

CONCLUSION


In conclusion, it is clear from the foregoing, that the subject matter of this suit has been extinguished by lawful condemnation and auction pursuant to a valid Federal High Court order; the Applicant is simultaneously litigating the same subject before the Lagos State Magistrates' Court; and the application discloses no reasonable cause of action, no enforceable debt, and no existing res.

Accordingly, this Honourable Court is urged, as a matter of duty, to dismiss the Applicant's Motion on Notice dated 4th September 2025 as a gross abuse of court process, incompetent.

5.3 Most obliged my Lord.

DATED THIS 31st DAY OF OCTOBER, 2025




CHUKWUDI ADIUKWU, SAN.
OLANREWAJU OBADINA ESQ.
OLASUNKANMI OLADIRAN, ESQ.
OLOWONIYI JOSHUA ESQ.
VANESSA OJIEABU ESQ.

Applicant's Counsel
Duke Licit Advocates

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Tel: +234(1)2910609, +234(803)7028390

E-mail: info@dukelicit.com, cadiukwu@dukelicit.com, info@dukelicit.com

FOR SERVICE ON:

1. PLAINTIFF/RESPONDENT'S COUNSEL
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PP: O.S.LAW FIRM
No. 26, ODUWOBI STREET,
ILUPEJU ESTATE, LAGOS.
divinobi@yahoo.com
09099342071
2. THE 2ND DEFENDANT
NIGERIA CUSTOMS SERVICE
Tin-can Port, Apapa, Lagos.

THE 3RD DEFENDANT
PORTS AND TERMINAL MULTISERVICES LTD
PTML Terminal, Tin-can Port,
Apapa, Lagos.

THE 4TH DEFENDANT
GRIMALDI AGENCY NIGERIA LTD
Grimaldi Port Complex,
Tin-can Island Port,
PTML Terminal,
Apapa, Lagos.

5. THE 5TH DEFENDANT'S COUNSEL
ABMBOLA AKEREDOLU, SAN, FCIArb. (Mrs)
CHINEDUM UMECHE, FCIArb
SIXTUS IWUOHA ESQ
TEMITOPE OYEYEMI ESQ
BANWO & IGHODALO
48, Awolowo Road, Ikoyi,
Lagos.

That the facts deposed to herein are derived in the normal cause of my duties, from information received from FHT Mega Express Limited and Mr. Chukwudi Adiukwu, SAN. Managing Partner of Duke Licit Advocates at our office and I verily believe them as follows:

- a. That the 1st Respondent applied to the Applicant for the issuance of four (4) Letters of Credit to finance the importation of specific machinery and goods from overseas manufacturers. The relevant Form M numbers and shipment details are already before this Honourable Court; copies of the Form M and related shipping documents are attached and marked **Exhibit FHT 1**.
- b. That pursuant to the Plaintiff's requirement, the 1st Respondent deposited the sum of ₦7,155,017,839.28 (Seven Billion, One Hundred and Fifty-Five Million, Seventeen Thousand, Eight Hundred and Thirty-Nine Naira, Twenty-Eight Kobo) as 100% Naira cash cover into Account No. 1000090490 maintained with the Plaintiff. Copies of the relevant bank statements evidencing these deposits are attached and marked **Exhibit FHT 2**.
- c. That on the strength of the said cash deposit, the Applicant proceeded to issue the Letters of Credit without extending any form of credit facility or financial exposure to the 1st Respondent. Copies of the correspondence and LC issuance notices are attached and marked **Exhibit FHT 3**.
- d. That the relevant consignments arrived at Lagos Seaports on various dates. While the shipping documents for some consignments were released, the Applicant deliberately withheld the remaining shipping documents, thereby preventing clearance and delivery. Copies of the shipping records evidencing this status are attached and marked **Exhibit FHT 4**.
- e. That despite the full cash cover, the Applicant failed to utilize the funds to purchase export proceeds or hedge its foreign exchange exposure, declined multiple requests to place the funds on call deposit, and in some instances, debited the 1st Respondent's account for substantial unexplained sums.
- f. That due to the Applicant's unjustified retention of the shipping documents, the consignments incurred heavy demurrage and port storage charges, which the 1st Respondent repeatedly sought to mitigate by offering acceptable security through a Debenture Trust arrangement with Cedrus Trustees Limited, which the Applicant unreasonably rejected after several

months of delay.

- g. In response to paragraphs 4 to 5, the 1st Respondent applied for Letters of Credit for the sums stated. Contrary to the Applicant's averments, the 1st Respondent provided 100% cash cover of N7,155,017,839.28, which the Applicant failed to utilize to procure foreign exchange or mitigate risks, instead sterilizing the funds without paying interest. The 1st Respondent therefore denies that it is indebted to the Applicant in the alleged sum of ₦4.5 billion or any sum whatsoever.
- h. The Applicant's alleged "undertaking to absorb FX differential" is not a loan agreement, nor was it supported by any executed contract or disbursement of funds. It merely reflected a potential adjustment clause that never crystallized into a binding obligation.
- i. The alleged offer letter for a term loan, which the Applicant claims was not executed, underscores the absence of any concluded contract or enforceable indebtedness.
- j. Further to paragraph 5, as at the time of this application, the goods forming the subject matter of this suit (the "consignments") had already been lawfully condemned, forfeited, and sold by public auction by the Nigeria Customs Service, pursuant to an order of this same Federal High Court, per Hon. Justice I. A. Kala, in Suit No. FHC/L/MISC/519/2025, made under Sections 167-169 of the Customs and Excise Management Act (CEMA). A Certified True Copy (CTC) of the Order of Hon. Justice I.A. Kala is attached and marked Exhibit FHT 5.
- k. Pursuant to the Federal High Court Order and Section 147 of the Customs and Excise Management Act, the 2nd Respondent issued a Public Notice published in the New Telegraph dated 18th August, 2025 following which the containers were lawfully auctioned to third party bidders, rendering the act complete and irreversible. Copy of the 2nd Respondent's Public Notice published in the New Telegraph dated 18th August, 2025 is attached and marked as Exhibit FHT 6.
- l. The said auction resulted in the issuance of Direct Auction Allocation Letters dated 24th July 2025, and the goods were allocated and delivered to third-party purchasers who have since taken steps to enforce their rights before

the Lagos State Magistrates' Court.

- m. The Applicant is an active participant in the Magistrates' Court proceedings, having on 12th September 2025 sought an order before that court regarding the same consignments and, subsequently, on 19th September 2025, filed a motion seeking to set aside the court's subsisting order concerning the same consignments. A copy of the said Magistrate Court order and the Applicant's Motion to Set aside is attached and marked Exhibit FHT 7 and 7a
- n. That by the order of Hon. Justice Kala, the consignments ceased to exist as a subject of proprietary or possessory claim, having been legally forfeited and auctioned. Accordingly, there is no res remaining for this Honourable Court to preserve or over which to exercise jurisdiction.
- o. The Applicant's motion therefore seeks orders that are academic, futile, and incapable of enforcement, as the goods are no longer in existence or in the custody of any of the Respondents.
- p. The Applicant's claims are in substance a commercial debt claim, improperly cloaked in the guise of an application for injunctive relief, when no reasonable cause of action lies against the 1st Respondent in the absence of an executed facility agreement or verifiable indebtedness.
- q. The Applicant's concurrent litigation before the Lagos State Magistrates' Court and this Honourable Court constitutes a misuse of judicial process, designed to harass, embarrass, and overreach the 1st Respondent, and ought to be struck out.
- r. In response to paragraph 7, the alleged undertakings (Exhibit 2) were executed under pressure and at the insistence of the Applicant. Contrary to the Applicant's assertions, it was the Applicant's failure to release the relevant shipping documents that caused the consignments to remain uncleared and subsequently become time-barred, resulting in their lawful condemnation and auction by the 2nd Respondent (Exhibit FHT 6).
- s. In response to paragraph 12, the 1st Respondent's request for a term loan was a good faith effort to resolve the impasse caused by the Applicant's delays. Contrary to the Applicant's claim, the loan was not part of the

original agreement.

- t. That in response to paragraph 13, the Applicant's demand for additional securities (Exhibit 5) was onerous and not agreed upon, hindering the term loan process.
- u. That regarding paragraphs 21 to 25, the 1st Respondent's correspondence (Exhibit 8) accurately highlighted the Applicant breaches, including failure to release shipping documents, which directly caused the accrual of demurrage and the eventual auction, and the Applicant's response (Exhibit 9) evades responsibility for its own inaction.
- v. In response to paragraphs 26 to 30, the parties' agreement did not entitle the Applicant to indefinitely withhold documents; industry practice requires timely release upon fulfillment of core obligations, and the Applicant's "assistance" was self-serving and contributed to the 1st Respondent's losses. The settlement proposals (Exhibits 10-12) were made without prejudice and reflect the 1st Respondent's good faith efforts amid the Applicant's misconduct.
- w. That in specific response to paragraphs 31 to 35, the Applicant's allegations of conspiracy and dissipation are baseless and speculative. The consignments were never in the 1st Respondent's possession due to the Applicant's withholding of documents, and any sale or auction was lawfully conducted by the 2nd Respondent pursuant to a subsisting Federal High Court Order of condemnation.
- x. That the Applicant's entire Motion is an abuse of court process because there exists a subsisting Order of the Federal High Court condemning the containers and authorizing the 2nd Respondent (Nigeria Customs Service) to dispose of them, which Order predates the Applicant's application and renders any injunctive relief sought herein futile and an attempt to overreach a coordinate court's jurisdiction.
- y. That the containers forming the subject matter of the Applicant's Motion have already been lawfully auctioned by the 2nd Respondent to third party successful bidders, pursuant to the said Federal High Court Order and in accordance with the Customs and Excise Management Act, making the act complete and irreversible. This Honourable Court cannot validly make an order in respect of a completed act, as it would amount to an exercise in

futility and a violation of established principles that courts do not grant vain or unenforceable orders.

- z. That furthermore, the third-party purchasers at the auction, who are bona fide buyers for value without notice of the Applicant's claims, are not joined as parties to this suit. Any injunctive order granted by this Honourable Court cannot bind these third parties, as it would infringe on their proprietary rights acquired lawfully, and proceeding without their joinder constitutes a further abuse of process, potentially leading to multiplicity of actions and injustice.
- aa. That the Applicant was fully aware or ought to have been aware of the Federal High Court proceedings, the condemnation Order, and the subsequent auction, having caused the initial delays through its negligence, yet it has approached this Court seeking reliefs that interfere with those processes, amounting to forum shopping and an abuse of the judicial system.
- bb. That granting the injunctive reliefs would prejudice the 1st Respondent and third parties irreparably, as the containers are no longer subsisting res, and the Applicant's claims, if any, should be pursued through damages rather than preservation of non-existent assets.
6. That the balance of convenience tilts against granting the injunction, as the Plaintiff's conduct disentitles it to equitable relief, and the Motion should be dismissed with substantial costs.
7. That I make this oath in good faith, believing its content to be true and correct in accordance with the Oaths Act.

SWORN TO at the Federal High Court Registry,
Lagos, this 31st day of OCT 2025.

DEPONENT

BEFORE ME



IN THE FEDERAL HIGH COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

SUIT NO.: FHC/L/CS/ 1774 /25

BETWEEN

PARALLEX BANK LIMITED

PLAINTIFF/APPLICANT

AND

1. FHT MEGA EXPRESS LIMITED
2. NIGERIA CUSTOMS SERVICE
3. PORTS & TERMINAL MULTISERVICES LTD::
4. GRIMALDI AGENCY NIGERIA LTD
5. NESTLE NIGERIA PLC

RESPONDENTS/RESPONDENTS

1ST RESPONDENT'S WRITTEN ADDRESS IN OPPOSITION TO THE
APPLICANT'S MOTION ON NOTICE DATED THE 17TH DAY OF OCTOBER
2025

1.0 INTRODUCTION

1.1 This is a written address in opposition to the Motion on Notice filed by the Applicant and brought pursuant to Order 26 Rules 1 & 2 of The Federal High Court (Civil Procedure) Rules 2019 and under the inherent jurisdiction of this Honourable Court seeking injunctive reliefs.

1.2 In opposition to the application, the 1st Respondent has filed a 7-paragraphs counter affidavit deposed to by one Shola Olakunle, a litigation clerk in the law firm of DUKE LICIT ADVOCATES, Counsel to the 1st Respondent in this suit. We rely on all the paragraphs of the counter affidavit and the arguments canvassed hereunder in urging this Honourable Court to dismiss the Applicant's application.

1.3 My Lord, the 1st Respondent's Written Address in opposition to the Applicant's Motion on Notice dated 4th September, 2025, wherein the Applicant seeks several injunctive and preservative reliefs over consignments allegedly imported through Letters of Credit it financed on behalf of the 1st Respondent.

1.4 This application is fatally defective, legally misconceived, and constitutes a flagrant abuse of the judicial process. The orders sought cannot be granted, as the res — the consignments in question — have long ceased to exist, having been lawfully condemned, forfeited, and auctioned pursuant to a valid and subsisting order of this same Federal High Court per Hon. Justice I. A. Kala in Suit No. FHC/L/MISC/519/2025, made under Sections 167–169 of the Customs and Excise Management Act (CEMA).

1.5 The Applicant's motion, filed after these events and while simultaneously pursuing parallel proceedings before the Lagos State Magistrates' Court over the same subject matter, amounts to forum shopping, double litigation, and a gross abuse of court process.

2 STATEMENT OF FACTS

2.0 The 1st Respondent applied for Letters of Credit from the Applicant, providing 100% cash cover of N7,155,017,839.28. The Applicant failed to utilize these funds to procure foreign exchange and withheld shipping documents for over 365 days despite repeated demands, causing the consignments to become time-barred.

2.1 Pursuant to a subsisting Order of this Honourable Court, the Nigeria Customs Service (2nd Respondent) was authorized to condemn and dispose of the containers. The containers were lawfully auctioned to third-party purchasers on 24th July 2025 under Section 147 of the Customs and Excise Management Act.

2.2 The third-party purchasers, bona fide buyers for value without notice, are not joined in this suit. The Applicant, aware of the auction and prior Order, seeks injunctive reliefs in this Motion, constituting forum shopping.

2.3 The 1st Respondent made efforts in good faith to resolve the dispute, including settlement proposals, which the Applicant rejected, demanding an unrealistic N4.5 billion.

3.0 ISSUE FOR DETERMINATION

3.1 Whether, in view of the subsisting order of condemnation and auction made by this Honourable Court and the pending proceedings before the Lagos State Magistrates' Court, the Applicant's motion for injunctive reliefs is not incompetent, abusive, and liable to be dismissed.

4 ARGUMENT ON THE ISSUE

4.1 It is trite that jurisdiction is the life-blood of adjudication, and where it is absent, every proceeding is a nullity. See *Madukolu v. Nkemdilim* (1962) 2 SCNLR 341; *A-G. Anambra v. A-G. Federation* (1993) 6 NWLR (Pt. 302) 692.

4.2 My Lord, the consignments which form the foundation of the Applicant's prayers have been condemned and auctioned pursuant to an Order of this same Federal High Court (Exhibit FHT 5). Following the said Order, the 2nd Respondent lawfully conducted an auction on 24th July 2025 and issued Direct Auction Allocation Letters to third-party purchasers (Exhibit FHT 6).

4.3 The effect of this is that the res has been spent; the property no longer exists in law or fact. The court cannot make an order to preserve that which no longer exists. The law frowns on issuing orders in futility. See *Okotie-Eboh v. Manager* (2005) 123 LRCN 2569, where the Court held that courts do not act in vain.

4.4 The Honourable Supreme Court in *Abacha v. Eke-Spiff* (2009) 7 NWLR (Pt. 1139) 97 also held that once property is disposed of under a valid order, subsequent injunctive or declaratory orders over such property become academic and unenforceable.

4.5 Accordingly, the instant motion, which seeks to restrain acts over non-existent goods already sold by lawful auction, is misconceived, futile, and incompetent.

4.6 My Lord, it is further humbly submitted that the Applicant's Motion is a gross abuse of court process, as it seeks to undermine a subsisting Order of this

Honourable Court which authorized the Nigeria Customs Service (2nd Respondent) to condemn and dispose of the containers. The containers were lawfully auctioned on 24th July 2025.

4.7 My Lord, in the case of *Omnia (Nig) Ltd v. Dyktrade Ltd* [2000] 12 NWLR (Pt. 680) 1, the Supreme Court held that

"Abuse of court process generally means that a party has instituted a multiplicity of actions on the same subject matter against the same opponent on the same issues or in a manner improperly challenging the authority of the court."

4.8 The Applicant's Motion, seeking to restrain dealings with containers already disposed of under a prior Order, improperly challenges this Court's authority.

4.9 Further, the Applicant's failure to disclose the prior Federal High Court Order in its Affidavit constitutes suppression of material facts. In *Okafor v. Nweke* [2007] 10 NWLR (Pt. 1043) 521, the Court of Appeal held:

"A party seeking an equitable remedy, such as an injunction, must come to court with clean hands, and non-disclosure of material facts is fatal to such an application."

4.10 The doctrine of abuse of court process is aimed at preserving the sanctity and integrity of the judicial process from misuse. It occurs whenever a party improperly uses court process to achieve an ulterior or oppressive purpose. See *Saraki v. Kotoye* (1992) 9 NWLR (Pt. 264) 156, per Karibi-Whyte, JSC, and *A-G. Fed v. A-G. Abia* (2001) 11 NWLR (Pt. 725) 689.

4.11 The Supreme Court in *Saraki v. Kotoye* (supra) defined abuse to include:

"the multiplicity of actions on the same subject matter between the same parties, even when filed in different

courts, and the pursuit of remedies in a manner designed to harass, irritate or oppress the other party."

- 4.12 In the instant case, the Applicant is actively litigating the same consignments before the Lagos State Magistrates' Court, having: On 12th September 2025, sought an order before that Court directing the delivery of the same containers to the Chief Registrar of the Lagos State High Court; and On 19th September 2025, filed a motion to set aside the subsisting order of that same Court (Exhibits FHT 7 and FHT 7a).
- 4.13 Yet, on 23rd September 2025, the Applicant stealthily approached this Honourable Court ex parte, seeking the very same preservative orders — without disclosing the existence of the Magistrate's Court proceedings or the Federal High Court Order of Hon. Justice Kala.
- 4.14 This conduct is forum shopping, deliberately designed to secure inconsistent orders from different courts of coordinate or concurrent jurisdiction. Such behaviour is the very essence of abuse of process, condemned in *Okafor v. A-G. Anambra* (1991) 6 NWLR (Pt. 200) 659, where the Court held that filing parallel actions over the same res is oppressive and amounts to ridiculing the judicial process.
- 4.15 In law, the foundation for an injunction is the existence of a res to be preserved. Where the subject matter no longer exists, an injunction cannot be granted. See *Vaswani Trading Co. v. Savalakh & Co.* (1972) 12 SC 77, where the Supreme Court held that "an injunction cannot be granted over what is no longer in existence."
- 4.16 Here, the consignments have been condemned and sold to bona fide third-party purchasers for value without notice. These purchasers, not being parties to this suit, cannot be bound by any order of this Court. To grant the reliefs sought would unjustly affect the proprietary rights of strangers to this proceeding and offend the principle of audi alteram partem.
- :
- :

- 4.17 The Applicant's case is predicated on two speculative premises — (a) an "undertaking to absorb FX differentials," and (b) a "non-executed offer letter for a term loan." Neither amounts to a binding loan agreement or verifiable debt.
- 4.18 The law is settled that to sustain a claim of debt, there must be a valid, executed contract supported by consideration. See *Akinyemi v. Odua Investment Co. Ltd* (2012) LPELR-9345(CA) and *Intercontinental Bank Ltd v. Brifina Ltd* (2012) 13 NWLR (Pt. 1316) 1.
- 4.19 An unexecuted offer letter is, at best, an invitation to treat, incapable of creating binding obligations. Similarly, a mere expression to "absorb FX differentials" is a moral undertaking devoid of contractual force — See *B. J. Export & Chemical Co. v. KRPC* (2003) 13 NWLR (Pt. 837) 308.
- 4.20 Accordingly, there is no enforceable debt or right requiring preservation. The Applicant's claim is a commercial dispute improperly cloaked as an application for equitable relief.
- 4.21 Injunctions are equitable remedies. A party seeking equity must come with clean hands and must not be guilty of delay, suppression, or material misrepresentation. See *Enekwe v. IMB (Nig.) Ltd* (2006) 19 NWLR (Pt. 1013) 146.
- 4.22 The Applicant's suppression of the Federal High Court order, the ongoing Magistrates' Court proceedings, and the completed auction, disqualifies it from any equitable relief. The Court cannot exercise discretion in favour of a party who has acted deceitfully.
- 4.23 The balance of convenience lies heavily against granting the injunction. The consignments are no longer in existence; granting the orders would prejudice third-party purchasers and bring the administration of justice into disrepute. The Applicant's remedy, if any, lies in damages — not in restraining lawful acts already completed.

5.0 CONCLUSION

5.01 In view of the arguments canvassed above, this Honourable Court is respectfully urged in the interest of justice to dismiss the instant application, with substantial costs.

6.0 LIST OF AUTHORITIES

1. The Federal High Court (Civil Procedure) Rules 2019
2. The Constitution of the Federal Republic of Nigeria, 1999 (as amended)
3. OLANREWAJU v. USMAN & ORS (2024) LPELR-62618(CA) at (Pp 64 - 67 Paras D - A)
4. AGBARA ESTATES LTD v. UGHO (2024) LPELR 62876(CA)
5. MOHAMMED v. FCDA & ORS (2022) LPELR-57594(CA) (Pp 16 - 17 Paras F - E)
6. OKO v. AGANYI & ANOR (2015) LPELR-52112(CA)
7. OLOMO v. APE (2013) LPELR-22327(CA)
8. ABDULLAHI (2018) LPELR-45202(SC), Per AMINA ADAMU AUGIE, JSC (Pp 24 - 25 Paras E - D)
9. Mortune V. Gambo (1979) LPELR-1913(SC)
10. Buremoh V. Akande (2017) LPELR-41565(SC)
11. Yuguda & Anor v. Ahmed & Ors (2023) LPELR-61498(CA)
12. Odunukwe v. Ofomata (2010) 18 NWLR (Pt. 1225) 404 at 423
13. Adejumo v. Olawaiye (2014) 12 NWLR (Pt. 1421) 252 at 279
14. Klm Royal Dutch Airlines v. Aloma (2017) LPELR-42588(SC)
15. Okem Enterprises Ltd v. Nigeria Deposit Insurance Corporation (2004) 10 NWLR (Pt. 880) 107
16. NDIC v. Okem Enterprises Ltd (2004) 15 NWLR (Pt. 896) 343
17. Uku v. Okumagba (1974) 1 All NLR (Pt. 1) 475
18. G.M. Entp. Ltd. v. C.R. Investment Ltd. (2011) 14 NWLR (Pt. 1266) 125

IN THE FEDERAL HIGH COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

SUIT NO.: FHC/L/CS/1774/2025

BETWEEN

PARALLEX BANK LIMITED

PLAINTIFF/APPLICANT

-AND-

1. FHT MEGA EXPRESS LIMITED
2. NIGERIA CUSTOMS SERVICE
3. PORTS AND TERMINAL MULTISERVICES LTD.
4. GRIMALDI AGENCY NIGERIA LTD.
5. NESTLE NIGERIA PLC.

DEFENDANTS/
RESPONDENTS


1ST DEFENDANT/RESPONDENT'S COUNTER AFFIDAVIT IN OPPOSITION
TO THE PLAINTIFF/APPLICANT'S AFFIDAVIT IN SUPPORT OF MOTION ON
NOTICE DATED THE 27TH DAY OF OCTOBER 2025

I, SHOLA OLAKUNLE, Male, Adult, Nigerian Citizen of No. 1A Olayinka Street, Opebi, Ikeja, Lagos State do hereby make Oath and solemnly state as follows:

1. That I am a Litigation Officer in the law firm of Duke Licit Advocates, Counsel to the 1st Defendant/Respondent herein.
2. That I have the consent and authority of my Principal and the 1st Defendant/Respondent to depose to this Affidavit and the facts to which I depose to are derived from information in the case file and as disclosed to me by Olanrewaju Obadina Esq., of Duke Licit Advocates on 4th November, 2025 at about 10:00am and I verily believe him to be true.
3. That the Motion on Notice filed by the Plaintiff/Applicant is a hinged-on the misconception of Order 29.
4. That the substantive suit in this matter was commenced by Writ of Summons, supported by other originating processes, and the said procedure adopted, necessarily entails the taking of oral evidence at trial.
5. That though the claimant claimed the 1st Defendant was served with the Writ of summons and other accompanied documents but the Managing Director of

the 1st Defendant informed us that none of its staff received any originating process.

6. We do not acknowledge Receipt of the Originating Processes.
7. That the Defendant only became aware of the Pending Suit through diligent inquiry.
8. That the attempt by the Claimant/Respondent to invoke Order 29 of the Federal High Court (Civil Procedure) Rules 2009 is misconceived, as the Rule applies only to suits not commenced by writ and not requiring oral evidence.
9. That it is in the interest of justice that this Honourable Court should hear and determine the 1st Defendant/Respondent's Preliminary Objection first as it raises threshold issues of law touching on the jurisdiction and competence of this Honourable Court to entertain this suit.
10. That I depose this Affidavit in good faith believing same to be true, correct and in accordance with the Oath Act.




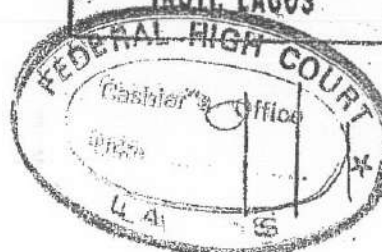
DEPONENT

SWORN TO at the Federal High Court Registry,

This ^{9th} day of ^{Dec}....., 2025

BEFORE ME


NWAGWU C.N.N (MR)
COMMISSIONER FOR OATHS
FEDERAL HIGH COURT
IKOYI, LAGOS



Shorley

2/25

IN THE FEDERAL HIGH COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

SUIT NO.: FHC/L/CS/1774/2025

BETWEEN

PARALLEX BANK LIMITED

PLAINTIFF/APPLICANT

-AND-

1. FHT MEGA EXPRESS LIMITED
2. NIGERIA CUSTOMS SERVICE
3. PORTS AND TERMINAL MULTISERVICES LTD.
4. GRIMALDI AGENCY NIGERIA LTD.
5. NESTLE NIGERIA PLC.

DEFENDANTS/
RESPONDENTS

1ST DEFENDANT/RESPONDENT'S WRITTEN ADDRESS IN OPPOSITION TO
THE PLAINTIFF/APPLICANT'S MOTION ON NOTICE DATED 27TH DAY OF
OCTOBER 2025

1.0 INTRODUCTION

1.1 This written address is been delivered on behalf of the 1st Defendant/ Respondents in compliance with the Rules of this Honourable Court and in opposition to the Applicant's motion on notice filed, the Respondent seeks the following orders:

1. AN ORDER OF THIS HONOURABLE COURT striking out the Applicant's motion on notice dated 27th day of October 2025
2. AN ORDER OF THIS HONOURABLE COURT that the 1st Defendant's Notice of Preliminary Objection dated 20th October, 2025 be heard in the interest of Justice.
3. AND FOR SUCH FURTHER OR OTHER ORDER (S) AS THIS Honourable Court may deem fit to make in the circumstances.

1.2 The 1st Defendant has also filed an 10-paragraph affidavit deposed to be one Shola Olakunle, the Litigation Manager in the firm of Duke Licit Advocates, Solicitors to the 1st Defendant in this suit.

1.3 The 1st Defendant shall by this written address show that the Applicant's Application does cannot invoke the court's Jurisdiction in these circumstances.

2.0 BRIEF FACTS

- 2.1 The facts relevant for the just determination of the instant application are set out in the 1st Defendant/Respondent's Counter Affidavit. We humbly refer your Lordship to same.

3.0 ISSUES FOR DETERMINATION

- 3.1 The issue for determination before this Honourable Court is:

"Whether purport of Order 29 of the Federal High Court Procedure Rules, as regards jurisdiction would preclude the 1st defendant from raising a jurisdictional issue that bothers on the substantive issues."

4.0 LEGAL ARGUMENT

- 4.1 My Lord, we most humbly submit that this Honourable Court isn't robbed of its jurisdiction to hear the 1st Defendant's Notice of Preliminary Objection. The provisions of Order 29 read as follows:

"Where a defendant wishes to

(a) dispute the Court's jurisdiction to try the claim; or

(b) argue that the Court should not exercise its jurisdiction,

he may apply to the Court for an order declaring that it lacks the jurisdiction or should not exercise any jurisdiction which it may have, and the Court may take the application with the Plaintiffs substantive suit in so far as the substantive suit does not involve the taking of oral evidence."

- 4.2 *ITF GOVERNING COUNCIL & ANOR. v. INCORPORATED TRUSTEES OF PALIF* (2022) LPELR-59698(CA), the Court in deciding whether Order 29 of the Federal High Court (Civil Procedure) Rules 2009 can be applicable to a preliminary objection where the substantive suit involves taking of oral evidence, the Court *per* Jimi Olukayode Bada, J.C.A. (Pp. 8 – 9, paras. E - F) stated thus:

"Order 29(1) of the Federal High Court (Civil Procedure) Rules 2009 provides as follows:- (1) Where a defendant wishes to (a) Dispute the Court's jurisdiction to try the claim or (b) Argue that the Court should not exercise its jurisdiction, he may apply to the Court for an order declaring that it has no such jurisdiction or should not exercise any jurisdiction which it may have, the Court may take such application together with the Plaintiff's substantive suit in so far as the

substantive suit does not involve the taking of oral evidence. From the provision set out above, the only time the said provision was to be relied upon in challenging the jurisdiction of the Court is where the substantive suit does not involve the taking of oral evidence. This case was commenced at the trial Court by Writ of Summons and relevant witness depositions were filed. I am of the view that the Respondent cannot bring its application under Order 29 since the suit would involve the taking of oral evidence."

- 4.3 My Lord the instant suit was commenced by writ of summons and the substantive suit would require the taking of oral evidence. The Applicant can therefore not rely on the provision of Order 29 and we hereby urge the court to so hold.
- 4.4 That the present suit, having been commenced by writ, takes it outside the scope of Order 29, as seen in *ITF GOVERNING COUNCIL & ANOR v. INCORPORATED TRUSTEES OF PAUF* (2022) LPELR-59698 (CA) the Court of Appeal held that Order 29 can only be invoked where the substantive matter does not involve the taking of oral evidence.
- 4.5 The Applicant were deliberate in their application by not stating the complete provision of Other 29 Rule 1 which emphasizes that the court would only take the defendant's application challenging jurisdiction with the plaintiff substantive suit in so far as the substantive suit does not involve the taking of oral evidence.
- 4.6 My Lord in the Instant case the intention of the Drafts men as interpreted by the Court of Appeal in *ITF GOVERNING COUNCIL & ANOR. v. INCORPORATED TRUSTEES OF PAUF* (2022) LPELR-59698(CA) is that in Order for the Applicant to invoke the application of Order 29, the matter ought not to be commenced by Writ of Summons of which reverse is the case in the matter before your Lordship.
- 4.7 The instant suit having been commenced by Writ of Summons would require the taking of Oral evidence.
- 4.8 The provision of Order 29 Rules 4 & 5 of the Rules indeed makes the presentation of the 1st Defendant's Notice of Preliminary Objection time bound However the Plaintiff claimed to have served the 1st Defendant but as stated in the 1st defendant Counter Affidavit, they do not acknowledge the receipt of any Originating Process.

- 4.9 My Lord the position of the law as regards service is very sacrosanct whenever the Court is called upon to adjudicate on a matter, the provision of Order 29 rule 4 & 5 is based on the precondition of service of the originating process on the defendant within 30 days. My Lord in the instant case, the 1st defendant do not acknowledge service, they only became aware of the pendency of the suit upon diligent inquiry.
- 4.10 In the case of *BANK OF INDUSTRY LTD. v. OBEYA* (2021) LPELR-56881(SC) (Pp. 11, paras. A-C) the Court *per* Helen Moronkeji Ogunwumiju, J.S.C. stated thus:
- "It is trite law that service of Originating processes on a Defendant is a fundamental step in litigation. A breach of its compliance robs the Court of jurisdiction to hear the case. See Nigeria Deposit Insurance Corporation v. CBN (2002) 7 NWLR Pt. 766 Pg. 273; Salisu & Anor v. Mobolaji & Ors (2016) 15 NWLR Pt. 1535 Pg. 242, (2016) 7 S. C Pg. 1; AG Federation v. AG Lagos State (2017) 8 NWLR Pt. 1566 Pg. 20, (2017) 1 S.C. (Pt. II) Pg. 88."*
- 4.11 Also, in the case of *SULEJA & ORS. v. JIBRIN* (2022) LPELR-58153(CA) (Pp. 11, paras. D - F), the Court *per* Biobele Abraham Georgewill, J.C.A. further emphasized the importance of service thus:
- "The primacy or should I say, the primary place of service of process, more particularly, originating process in the adjudicatory process cannot be overemphasized. It is a cardinal requirement of our procedural law that has dovetailed over the years into threshold issue of jurisdiction and competence. Thus, without service, proper service at that, where service of process is required, any proceeding founded thereon is a nullity."*
- 4.12 In the Instant case, the 1st defendant has in their Counter Affidavit filed in opposition to the Applicant's application, stated that the 1st Defendant nor any of its staffs received any Originating Process in respect of the instant suit.
- 4.13 Going from the elucidated facts, it is submitted on behalf of the 1st Defendant, and we urge this Honourable that the Notice of Preliminary Objection was brought properly before this Honourable Court and is thus Competent and not in violation of the Rules prescribed by the rules of Court.
- 4.14 My we most Humbly submit that the hearing of this Application would save the Court the stress of going through trial and later discovering that it lack

jurisdiction. This in itself would amount to an academic exercise which the court has been advised not to embark on.

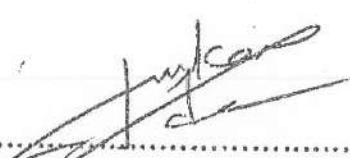
4.15 We Respectfully Urge this Honourable Court to hear and determine this application as it raises Jurisdictional issues that goes to the root of the substantive matter itself.

5.0 LEGAL ARGUMENT

5.1 In conclusion, we urge this Honourable Court to refuse the Plaintiff's application to defer hearing of the Preliminary Objection and to hear and determine the 1st Defendant's Preliminary Objection first, as it raises threshold issues of law touching on the jurisdiction and competence of this Honourable Court to entertain this suit, and to strike out the Plaintiff/Applicant's Motion on Notice it is a misconception of the purport of Section 29 of the Federal High Court Civil Procedure Rules.

Dated this 9th day of Dec, 2025




CHUKWUDI ADIUKWU, SAN
OLANREWaju OBADINA ESQ.
OLASUNKANMI OLADIRAN ESQ.
OLOWONTYI JOSHUA ESQ.
VANESSA OJIEABU ESQ.
ANJOLAOLUWA OBISANYA ESQ.
(DUKE LICIT ADVOCATES)

1ST DEFENDANT'S COUNSEL

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Opebi, Ikeja, Lagos State.

info@dukelicit.com

0916 000 6384, 08056027983

FOR SERVICE ON:

1. PLAINTIFF'S COUNSEL
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PP: O. S. LAW FIRM
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Ilupeju Estate, Lagos.
divinobi@yahoo.com

2. 2ND DEFENDANT

Tin-Can Port, Apapa,
Lagos State.

3. 3RD & 4TH DEFENDANTS' COUNSEL

MS & A LEGAL

Plot 849B Oyebode Street,
Omole Phase 2, Ojodu-Berger,
Lagos State.

4. 5TH DEFENDANT'S COUNSEL

BANWO & IGHODALO

48 Awolowo Road,
Ikoyi, Lagos.



SUPREME COURT OF NIGERIA
OFFICE OF THE CHIEF REGISTRAR
Three Arms Complex, Central District, PMB 308, Abuja

Payment Receipt

NATIONAL SECRETARIAT
NBA House, Plot 1101 Mohammadu,
Buhari Way, Central Business District,
Abuja, F.C.T Nigeria

nigerianbar.org.ng
info@nigerianbar.org.ng
+234-800-33-111



Payment date: 04th Mar, 2025

Payment Reference:

652249100359999

PAYER INFORMATION

Name: OLASUNKANMI ADEDEJI OLADIRAN
Payee Branch: Lagos
Enrollment No: SCN080019
Email: smaoladiran@gmail.com
Year of Call: 2012

PAYMENT DETAILS

PAYMENT DATE	PAYMENT REF.	PAYMENT DESCRIPTION	AMOUNT ₦	CHARGES ₦	VAT ₦	TOTAL ₦
04th Mar, 2025	852249100359999	Bar Practicing Fee	17,500	0.00	0.00	17,500

PAYMENT CHANNEL INFORMATION

TRANSITION	STATUS	PAYMENT TYPE	PAYMENT YEAR	BILLING METHOD
NBA Portal	Successful	BPF	2025	

IN THE MAGISTRATES' COURT OF LAGOS STATE
IN THE LAGOS MAGISTERIAL DISTRICT
HOLDEN AT COURT 2, TINUBU, LAGOS
TODAY FRIDAY THE 12TH DAY OF SEPTEMBER, 2025
BEFORE HIS HONOUR A.A. PAUL (MR) - CM (ADMIN)

BETWEEN:

SUIT NO. MCL/392/MISC/2025

Mr. ABUBAKAR DABO IBRAHIM trading under the name & style of
QUANTIC AXELLE TRADING COMPANY
MR. IBRAHIM OLOWOGOLD BABATUNDE trading under the name &
style of REXEL MERCHANTS ENTERPRISES
MR. ADEWALE SAKIRU ADESESAN trading under the name & style
of NOUVELL MERCHANTS COMPANY
APPLICANTS

AND

GRIMALDI AGENCY LIMITED

RESPONDENT

ENROLMENT OF ORDER

MOTION EX-PARTE


BROUGHT PURSUANT TO ORDER 9 RULE 1.6, 7 & 14 OF THE
MAGISTRATES COURT (CIVIL PROCEDURE RULES) 2009 AND
UNDER THE INHERENT JURISDICTION OF THE HONOURABLE
COURT

UPON THIS MOTION EX PARTE coming up before
this Honourable Court today Friday the 12th day of
September, 2025;

AND AFTER HEARING Eric Ikwele for the
Applicants, appear with Egoi Wisdom and O.G
Ajanaku and no legal representation for the
Respondent;

The Applicants counsel moves in the terms of the
application

CERTIFIED TRUE COPY

CERTIFIED TRUE COPY
SIGN:  DATE: 25/9/25
OKORO C. N.
PRINCIPAL EXECUTIVE OFFICER
FEDERAL HIGH COURT
KOVI LAGOS

IT IS HEREBY ORDERED:

1. AN ORDER OF INTERIM DELIVERY directing the Respondent to deliver the Applicants cargo (High Cube Collis) in its containers GCNU4730910, GCNU4714800, ACLU9766660, TLLU1299741, TLLU129881, GCNU5601687, GCNU5602106, GCNU5600417, GCNY1334833, ACLU9698530, GCNU5601990, ACLU9688146, GCNU4768140, ACLU9732613, ACLU9788886, GCNU4797847, GCNU4753746 to the custody of the Chief Registrar of the High Court of Lagos State pending the hearing and determination of the motion on notice.

ADEDAMOLA A. BERT PAUL
CHIEF MAGISTRATE
(LAGOS STATE JUDICIARY)
Court.....
Sign.....
Date.....
CM (ADMIN) 2.

OREMIKUN OMOLARA
Asst. Chief Registrar
Signature.....
Date..... 12/09/25

2. AN ORDER OF THIS HONOURABLE COURT mandating the Respondent to provide its payment invoice to the Chief Registrar of the High Court of Lagos State in line with the percentage quoted in the Direct Auction Allocation of Container(s) Letters, NCS/ADM/NGT/012/S.932/C, NCS/ADM/NGT/012/S.931/C, NCS/ADM/NGT/012/S.930/C, NCS/ADM/NGT/012/S.929/C, NCS/ADM/NGT/012/S.928/, NCS/ADM/NGT/012/S.927/C; NCS/ADM/NGT/012/S.926/C all dated 24th July 2025.

3. AND at the full expense of the Applicants, the Deputy Sheriff of the High Court is hereby directed to provide all such requisite logistics and take all such reasonably necessary measures to enforce and or ensure the enforcement of the orders herein-granted.

DATED AT COURT 2, TINUBU MAGISTRATE COURT, LAGOS THIS 12TH DAY OF SEPTEMBER, 2025.

MAGISTRATE

REGISTRAR

CERTIFIED TRUE COPY

SIGN: OKORO C. N (MRS)
PRINCIPAL EXECUTIVE OFFICER
FEDERAL HIGH COURT
LAGOS

E
ANNEXURE C.

**IN THE LAGOS STATE MAGISTRATES' COURT
IN THE LAGOS MAGISTERIAL DISTRICT
HOLDEN AT LAGOS**

Suit No. MCL/392/MISC/2025

Between:

1. **MR. ABUBAKAR DABO IBRAHIM**
(Trading under the name and style of
Quantic Axells Trading Company)
2. **IBRAHIM OLOWOGOLD BABATUNDE** Applicant/Respondents
(Trading under the name and style of
Roxel Merchants Enterprises)
3. **MR. ADEWALE SAKIRU ADESESAN**
(Trading under the name and style of
Nouvelle Merchants Company)

And

GRIMALDI AGENCY LIMITED Respondent

In re:

PARALLEX BANK LIMITED Applicant/Intervener (Person interested
and affected by the interim orders made by this
honourable court on 12, September 2025)

Coram: His Honour Magistrate A. A. Paul)

MOTION ON NOTICE

Brought Pursuant to Section 36 of the Constitution of the Federal Republic of Nigeria, Order 9 Rule 11 of the Magistrates' Courts (Civil Procedure) Rules 2009 and under the inherent jurisdiction of the Honourable Court.

TAKE NOTICE that the Honourable Court will be moved on the day of 2025 at the hour of 9 O' clock in the forenoon or so soon thereafter as counsel may be heard on behalf of the Applicant praying for:

1. **AN ORDER** granting leave to the applicant to join and partake in this suit as person interested in the suit and as one who is affected by the interim order of this honourable court.
2. **AN ORDER** striking out this suit for lack of jurisdiction of this honourable court to entertain the subject matter thereof and for being an abuse of the process of court

AN ORDER setting aside and discharging the interim order made in this suit by this court *Coram Honourable Magistrate A. A. Paul* on 12 September 2025 in the following terms:
AN ORDER SETTING ASIDE the following orders which were made by this honourable Court on the 3rd day of December, 2024 namely:

1. AN ORDER OF INTERIM DELIVERY directing the Respondent to deliver the Applicants cargo (high Cube Collis) in its containers GCNU4730910, GCNU4714800, ACLU9768660, TLLU1299741, TLL129881, GCNU5601687, GCNU5602106, GCNU5600417, GCNU1334833, ACLU9688530, GCNU5601990, ACLU9688145, GCNU4768140, ACLU9732613, ACLU9788686, GCNU4797847, GCNU4753746 to the custody of the Chief Registrar of the High Court of Lagos State pending the hearing and determination of the motion on notice.
2. AN ORDER OF THIS HONOURABLE COURT mandating the Respondent to provide its payment Invoice to the Chief Registrar of the High Court of Lagos State in line with the percentage quoted in the Direct Auction Allocation of Container(s) Letters. NCS/ADM/NGT/012/S.932/C, NCS/ADM/NGT/012/S.931/C, NCS/ADM/NGT/012/S.930/C, NCS/ADM/NGT/012/S.929/C, NCS/ADM/NGT/012/S.928/C, NCS/ADM/NGT/012/S.927/C, NCS/ADM/NGT/012/S.926/C all dated 24th July 2025.
3. AND at the full expense of the Applicants, the Deputy Sheriff of the High Court is hereby directed to provide all such requisite logistics and take all such reasonably necessary measures to enforce and or ensure the enforcement of the orders herein-granted.
4. AN ORDER setting aside the writ/warrant of execution (if any) and or staying further execution of the interim order made in this suit by this court *Coram Honourable Magistrate A. A. Paul* on 12 September 2025 as set out above.

AND for such further Order or other Orders this Honourable Court may deem fit to make in the circumstances of this case.

GROUND S OF THE APPLICATION

1. The applicant; PARALLEX BANK LIMITED a bank has a banker/customer relationship that exists between Plaintiff and a company called FHT MEGA EXPRESS LIMITED.
2. The banker/customer relationship between PARALLEX BANK LIMITED and FHT MEGA EXPRESS LIMITED arose in the circumstances that are set out hereunder.
3. FHT MEGA EXPRESS LIMITED applied to PARALLEX BANK LIMITED for various Letters of Credit from the Plaintiff at various times, to enable FHT MEGA EXPRESS LIMITED purchase and import various goods/machines/equipment that have been pre-agreed and specifically programmed/developed for the sole use of NESTLE NIGERIA PLC
4. Upon the application of FHT MEGA EXPRESS LIMITED, and its undertaking to be responsible for any foreign exchange differentials, PARALLEX BANK LIMITED

ANNEXURE C

IN THE LAGOS STATE MAGISTRATES' COURT
IN THE LAGOS MAGISTERIAL DISTRICT
HOLDEN AT LAGOS

Suit No. MCL/392/MISQ/2025

Between:

1. MR. ABUBAKAR DABO IBRAHIM
(Trading under the name and style of
Quantix Axelle Trading Company)
2. IBRAHIM OLOWOGOLD BABATUNDE Applicant/Respondents
(Trading under the name and style of
Rexel Merchants Enterprises)
3. MR. ADEWALE SAKIRU ADESESAN
(Trading under the name and style of
Nouvella Merchants Company)

And

GRIMALDI AGENCY LIMITED Respondent

In re:

PARALLEL BANK LIMITED Applicant/Intervener (Person interested
and affected by the interim orders made by this
honourable court on 12 September 2025,
Coram: His Honour, Magistrate A. A. Paul)

AFFIDAVIT IN SUPPORT OF MOTION TO SET ASIDE INTERIM ORDER

I, Yinka Oduroye, Nigerian, Christian, Litigation Officer of No 1, Olawale Street, Off
Akinremi Street, Anifawosha, Ikeja, Lagos do make Oath and State as follows;

1. I am a litigation officer with the law firm of Adalade and Sydneys Solicitors; the
leading Solicitors to the Applicant/Intervener.
2. I have the authority of both my employers and the Applicant/Intervener to swear to
this affidavit.
3. By virtue of my aforesaid position, I am eminently qualified to speak truthfully of the
facts deposed to in this affidavit; and I have the consent/authority of the
respondent to depose to this Affidavit.
4. The facts and matters which I set out below are derived partly from my personal
knowledge with respect to this matter. Where the facts are within my own

knowledge, they are true. Where the facts are not within my own knowledge, I believe them to be

5. The applicant, PARALLEX BANK LIMITED a bank, has a banker/customer relationship that exist between the Plaintiff and a company called FHT MEGA EXPRESS LIMITED.
6. The banker/customer relationship between PARALLEX BANK LIMITED and FHT MEGA EXPRESS LIMITED arose in the circumstances that are set out hereunder.
7. FHT MEGA EXPRESS LIMITED applied to PARALLEX BANK LIMITED for various Letters of Credit from the Plaintiff at various times, to enable FHT MEGA EXPRESS LIMITED purchase and import various goods/machines/equipment that have been pre-agreed and specifically programmed/developed for the sole use of NESTLE NIGERIA PLC
8. Upon the application of FHT MEGA EXPRESS LIMITED, and its undertaking to be responsible for any foreign exchange differentials, PARALLEX BANK LIMITED proceeded to issue the said Letters of Credit sequel to its agreement with the 1st Defendant. The Plaintiff consequently issued four different Letters of Credit in favour of the 1st Defendant, in the manner shown below:
 - a. Form M Number MF20230132545 for the sum of EURO1,720,000
 - b. Form M Number MF20230085253 for the sum of EURO4,750,809
 - c. Form M Number MF20230122580 for the sum of EURO839,648.99
 - d. Form M Number MF20230125197 for the sum of EURO502,488.
9. After issuing the Letters of Credit, the Foreign Exchange market in the country deteriorated and the 100% cash deposit provided by FHT MEGA EXPRESS LIMITED was grossly insufficient to buy the required foreign exchange, to liquidate the FHT MEGA EXPRESS LIMITED's indebtedness to PARALLEX BANK LIMITED.
10. PARALLEX BANK LIMITED issued correspondence and stated in one of the correspondence thus:

"To this end, the 100% percentage cover (NGN available balance) with the Bank is insufficient to procure the requisite FX needed to liquidate the existing obligations. Hence, there is a shortfall of NGN3,759,024,395.45 to be provided to complement the available balance in line with regulatory requirements."
11. Despite receipt of various letters of PARALLEX BANK LIMITED notifying FHT MEGA EXPRESS LIMITED of the foreign exchange differential and requesting the payment of the difference in line with the undertaking given, to enable PARALLEX BANK LIMITED purchase Foreign Exchange to liquidate the indebtedness, FHT MEGA EXPRESS LIMITED failed to provide the requested funds.

As a result of this situation, PARALLEX BANK LIMITED filed an action in the Federal High Court against FHT MEGA EXPRESS LIMITED and 4 other entities in which it seeks to recover from FHT MEGA EXPRESS LIMITED

13. The case was registered as SUIT NO: FHC/L/CS/1774/2025;

BETWEEN
PARALLEX BANK LIMITED
vs.

1. FHT MEGA EXPRESS LIMITED
2. NIGERIA CUSTOMS SERVICE
3. PORTS AND TERMINAL MULTISERVICES LTD
4. GRIMALDI AGENCY NIGERIA LTD
5. NESTLE NIGERIA PLC.

14. In the Suit PARALLEX BANK LIMITED claims as follows:

1. Judgment in the sum of N4,500,000,000.00 (Four Billion, Five Hundred Million Naira) against the 1st Defendant herein, being the outstanding indebtedness of the 1st Defendant to the Plaintiff herein as at 2nd July, 2025 on the Letters of Credit issued by the Plaintiff in favour of the 1st Defendant.
2. Pre-judgment interest on the sum stated in relief 1 above at the rate of 21% from 29th day of July, 2025 to the date this Honourable Court delivers judgment in this matter.
3. Post-judgment interest on the entire judgment sums, at the rate of 10% from the date of Judgment, till the final liquidation of the entire judgment sums.
4. AN ORDER of this Honourable Court directing the sale of the consignment, goods, equipment, financed by the Plaintiff, currently in the custody of the 2nd and 3rd Defendants herein and directing that the monies realized from the sale of same applied towards partial liquidation of the 1st Defendant's indebtedness to the Plaintiff.
5. AN ORDER of perpetual injunction of this Honourable Court restraining the 1st to 5th Defendants, jointly and severally from taking any step, towards selling, dissipating, auctioning, disposing, buying or in whatsoever manner deal with the said consignments financed by the Plaintiff herein which are currently in the custody of the 2nd and 3rd Defendants herein, as specifically identified by the shipping documents attached to the suit herein (except as ordered by the Honourable Court as stated in relief "4" above).

6. Cost of this action in the sum of ₦10,000,000 (Ten Million Naira). The case is still pending before the Federal High Court Lagos Division.

15 The Applicant was therefore surprised when it became aware of the orders of this honourable Court,

1. The applicant concealed the fact that there is a pending action on the same subject matter as this and in which GRIMALDI AGENCY LIMITED was joined as a defendant had been filed on 4th September 2025 and served before the filing of this suit on 12th September 2025, from the court.
 2. Whereas the subject matter of the suit belongs to FHT Mega Express Limited, which used same as a security for a letter of credit issued on its behalf by the applicant for the importation of the subject matter, the applicant/respondent misled the court into granting the order by fraudulently representing to the court that the subject matter belongs to them.
 3. The applicant/respondent fraudulently concealed the facts of actual possession by the applicant from the court to carry out their threat of forcible eviction of the applicant from the property.
 4. In the further premises of the foregoing, the filing of this matter before this honourable Court constitutes an abuse of process.
 5. All told, this honourable Court lacks the jurisdiction to hear this matter
16. The applicant/respondent lied and fraudulently misrepresented to the court that they own the shipping containers which they made the subject matter of this suit.
17. The actual dispute bothers primarily on importation of goods and machinery by shipping, using shipping containers, and bill of lading and to which letters of credit was issued by the applicant, PARALLEX BANK LIMITED, a bank, in favour of its customer FHT Mega Express Limited.
18. The applicant/respondents have no connection or any right or entitlement whatsoever to the containers upon which this court has granted the interim order in their favour.
19. Contrarily, the applicant in this application, PARALLEX BANK LIMITED, is the consignee and owner of the 17 containers mentioned in the order as reflected in the Bill of Lading, Attached to this affidavit and Marked Exhibit Para 1 is copy of the said bill of lading.
20. I match the containers listed in the bill of lading with the same containers as stated in the interim order of Honourable Magistrate A. A. Paul as follows: this further in the table below:

Container numbers	Number as listed on interim order	Number as listed on the Bill of lading	
GCNU4730910,	1.		
GCNU4714800,	2.		

ACLU9766660,	3.		
TLLU1299741,	4.	8	
TLL129881,	5.	9	
GCNU5601687,	6.	10	
GCNU5602106,	7.	11	
GCNU5600417,	8.	12	
GCNY1334833,	9.	13	
ACLU9698530,	10.	14	
GCNU5601990,	11.	7	
ACLU9688146,	12.	4	
GCNU4768140,	13.	5	
ACLU9732613,	14.	6	
ACLU9788886,	15.	1	
GCNU4797847	16.	2	
GCNU4753746	17.	3	

21. The applicant in this application, PARALLEX BANK LIMITED, became the consignee of the said containers by virtue of a letter of credit in favour of FHT Mega Express Limited for the importation of the goods contained in the containers.
22. PARALLEX BANK LIMITED was contractually and in line with the trade practice, made the consignee to receive the said containers as part of the security for the letter of credit which it issued in favour of the said FHT Mega Express Limited.
22. To enforce the security for the letters of credit, PARALLEL BANK LIMITED filed suit at the Federal High Court on the 4th of September 2025 for the attachment of the goods in the containers for the settlement of FHT Mega Express Limited's indebtedness in the letter of credit. This suit was entered in the cause list as Suit No. FHC/CS/1774/2025.
23. This suit was filed on the 12th of September 2025. I suspect that it was fictitiously and fraudulently calculated to undermine and circumvent the right and relief sought by PARALLEX BANK LIMITED in the said Suit No. FHC/CS/1774/2025 which was filed on 4th September 2025. The Originating Process along with the other processes which were filed along with them in Suit No. FHC/CS/1774/2025 is attached and marked exhibit YOC already shown to me.

The applicant/respondent are neither the shareholders nor the directors of the said FHT Mega Express Limited. They have no interest whatsoever in the containers and the consignments thereof.

25. I know since the actual subject matter is a dispute that borders on shipping, bill of lading and terms of letters of credit issued by a banker in favour of its customers, this court lacks the jurisdiction to entertain same.
26. I, Yinka Oduroye, do solemnly swear that I make the depositions herein in good faith, believing them to be true and in accordance with the Oaths Act.


DEPONENT

SWORN to at the Magistrate Court Registry, Lagos
This _____ Day of _____, 2025

BEFORE ME

COMMISSIONER FOR OATH

ANNEXURE C

IN THE LAGOS STATE MAGISTRATES' COURT
IN THE LAGOS MAGISTERIAL DISTRICT
HOLDEN AT LAGOS

Suit No. MCL/392/MISC/2025

Between:

1. MR. ABUBAKAR DABO IBRAHIM
(Trading under the name and style of
Quantix Axelle Trading Company)
2. IBRAHIM OLOWOGOLD BABATUNDE Applicant/Respondents
(Trading under the name and style of
Roxel Merchants Enterprises)
3. MR. ADEWALE SAKIRU ADESESAN
(Trading under the name and style of
Nouvelle Marchante Company)

And

GRIMALDI AGENCY LIMITED Respondent

In re:

PARALLEL BANK LIMITED Applicant/Intervener (Person Interested
and affected by the Interim orders made by this
honourable court on 12 September 2025.
Coram: His Honour Magistrate A. A. Paul)

APPLICANT'S WRITTEN ADDRESS IN SUPPORT OF THE MOTION ON NOTICE.

The applicant/Applicant(Person Interested and affected by the Interim order made by this honourable court on 12 September 2025 by its application prays as follows:

1. AN ORDER granting leave to the applicant to join and partake in this suit as person interested in the suit and as one who is affected by the Interim order of this honourable court,
2. AN ORDER striking out this suit for lack of jurisdiction of this honourable court to entertain the subject matter thereof and for being an abuse of the process of court
3. AN ORDER setting aside and discharging the interim order made in this suit by this court Coram Honourable Magistrate A. A. Paul on 12 September 2025 in the following terms: AN ORDER SETTING ASIDE the following orders which were made by this honourable Court on the 3rd day of December, 2024 namely;

AN ORDER OF INTERIM DELIVERY directing the Respondent to deliver the Applicants cargo (high Cube Collis) in its containers GCNU4730910, GCNU4714800, ACLU9766860, TLLU1299741, TLL129881, GCNU5601687, GCNU5602106, GCNU5600417, GCNY1334833, ACLU9698530, GCNU5601990, ACLU9688146, GCNU4768140, ACLU9732613, ACLU9788586, GCNU4797847, GCNU4763746 to the custody of the Chief Registrar of the High Court of Lagos State pending the hearing and determination of the motion on notice.

2. AN ORDER OF THIS HONOURABLE COURT mandating the Respondent to provide its payment Invoice to the Chief Registrar of the High Court of Lagos State in line with the percentage quoted in the Direct Auction Allocation of Container(s) Letters.

NCS/ADM/NGT/012/S.932/C, NCS/ADM/NGT/012/S.931/C, NCS/ADM/NGT/012/S.930/C, NCS/ADM/NGT/012/S.929/C, NCS/ADM/NGT/012/S.928/C, NCS/ADM/NGT/012/S.927/C; NCS/ADM/NGT/012/S.926/C all dated 24th July 2025.

3. AND at the full expense of the Applicants, the Deputy Sheriff of the High Court is hereby directed to provide all such requisite logistics and take all such reasonably necessary measures to enforce and or ensure the enforcement of the orders herein-granted. The application is supported with an affidavit of paragraphs of paragraphs.

The applicant; PARALLEX BANK LIMITED a bank, has a banker/customer relationship that exist between Plaintiff and a company called FHT MEGA EXPRESS LIMITED. The banker/customer relationship between PARALLEX BANK LIMITED and FHT MEGA EXPRESS LIMITED arose in the circumstances that are set out hereunder. FHT MEGA EXPRESS LIMITED applied to PARALLEX BANK LIMITED for various Letters of Credit from the Plaintiff at various times, to enable FHT MEGA EXPRESS LIMITED purchase and import various goods/machines/equipment that have been pre-agreed and specifically programed/developed for the sole use of NESTLE NIGERIA PLC. Upon the application of FHT MEGA EXPRESS LIMITED, and its undertaking to be responsible for any foreign exchange differentials, PARALLEX BANK LIMITED proceeded to issue the said Letters of Credit sequel to its agreement with the 1st Defendant. The Plaintiff consequently issued four different Letters of Credit in favour of the 1st Defendant, in the manner shown below:

- a. Form M Number MF20230132545 for the sum of EURO1,720,000
- b. Form M Number MF20230085253 for the sum of EURO4,750,609
- c. Form M Number MF20230122580 for the sum of EURO839,648.99
- d. Form M Number MF20230125197 for the sum of EURO502,486

After Issuing the Letters of Credit, the Foreign Exchange market in the country deteriorated and the 100% cash deposit provided by FHT MEGA EXPRESS LIMITED was grossly insufficient to buy the required foreign exchange, to liquidate the FHT MEGA EXPRESS LIMITED's indebtedness to PARALLEX BANK LIMITED. PARALLEX BANK LIMITED issued correspondence and stated in one of the correspondence thus:

At this end, the 100% percentage cover (NGN available balance) with the Bank is insufficient to procure the requisite FX needed to liquidate the existing obligations. Hence, there is a shortfall of NGN3,759,024,395.45 to be provided to complement the available balance in line with regulatory requirements."

Despite receipt of various letters of PARALLEX BANK LIMITED notifying FHT MEGA EXPRESS LIMITED of the foreign exchange differential and requesting the payment of the difference in line with the undertaking given, to enable PARALLEX BANK LIMITED purchase Foreign Exchange to liquidate the indebtedness, FHT MEGA EXPRESS LIMITED failed to provide the requested funds.

As a result of this situation, PARALLEX BANK LIMITED filed an action in the Federal High Court against FHT MEGA EXPRESS LIMITED and 4 other entities in which it seeks to recover the from FHT MEGA EXPRESS LIMITED

The case was registered as SUIT NO: FHC/L/CS/1774/2025;

BETWEEN.

PARALLEX BANK LIMITED

vs.

1. FHT MEGA EXPRESS LIMITED
2. NIGERIA CUSTOMS SERVICE
3. PORTS AND TERMINAL MULTISERVICES LTD
4. GRIMALDI AGENCY NIGERIA LTD
5. NESTLE NIGERIA PLC.

In the Suit PARALLEX BANK LIMITED claims as follows:

1. Judgment in the sum of N4,500,000,000.00 (Four Billion, Five Hundred Million Naira) against the 1st Defendant herein, being the outstanding indebtedness of the 1st Defendant to the Plaintiff herein as at 2nd July, 2025 on the Letters of Credit issued by the Plaintiff in favour of the 1st Defendant.
2. Pre-judgment interest on the sum stated in relief 1 above at the rate of 21% from 29th day of July, 2025 to the date this Honourable Court delivers judgment in this matter.
3. Post-judgment interest on the entire judgment sums, at the rate of 10% from the date of judgment, till the final liquidation of the entire judgment sums.
4. AN ORDER of this Honourable Court directing the sale of the consignment, goods, equipment, financed by the Plaintiff, currently in the custody of the 2nd and 3rd Defendants herein and directing that the monies realized from the sale of same applied towards partial liquidation of the 1st Defendant's indebtedness to the Plaintiff.

GENERAL FORM OF WRIT OF SUMMONS
(Order 5 Rule 2)

IN THE HIGH COURT OF LAGOS STATE
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

SUIT NO. LAJDP/6143/2025

BETWEEN

FHT MEGA EXPRESS LIMITED

CLAIMANT

AND

PARALLEX BANK LIMITED

DEFENDANT

TO: THE DEFENDANT

PARALLEX BANK LIMITED of 1261 Adeola Hopewell Street, Victoria Island, Lagos State, in the Lagos Judicial Division of the High Court of Lagos State. You are hereby commanded that within forty-two (42) days after service of this Writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in an action at the suit of the CLAIMANT and take notice that in default of your so doing the Claimant may proceed therein, and Judgment may be given in your absence.

DATED this 9th day of OCT, 2025

Memorandum to be subscribed to the Writ.

N.B: This Writ is to be served within 6 (six) months from the date thereof, or if renewed, within 3 (three) months from the date of the last renewal, including the day of such date, and not afterwards.

The Defendant may enter appearance personally or by Legal Practitioner either by handing in the appropriate forms duly completed, at the Registry of the High Court in which the action is brought, or by sending them to the Registrar by registered post or by electronic means.

INDORSEMENT TO BE MADE ON THE WRIT OF SUMMONS
BEFORE ISSUE THEREOF

IN THE HIGH COURT OF LAGOS STATE
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

SUIT NO.

BETWEEN

FHT MEGA EXPRESS LIMITED

CLAIMANT

AND

PARALLEX BANK LIMITED

DEFENDANT

STATEMENT OF CLAIM

1. The Claimant is a Company duly incorporated under the Laws of the Federal Republic of Nigeria, dealing in equipment, machinery, logistics support services in furtherance of its business objectives.
2. The Defendant is a commercial bank, duly incorporated under the Laws of the Federal Republic of Nigeria and licensed by the Central Bank of Nigeria to carry on the business of banking with its corporate head office at 1261 Adeola Hopewell Street, Victoria Island, Lagos State.
3. The Claimant avers that prior to the business relationship between the Claimant and the Defendant which crystalized sometime in June 2023, the Claimant never had a customer-banker relationship with the Defendant, was not a credit customer of the Defendant, and had never taken any loan facility with the Defendant.
4. The Claimant further avers that the relationship created between the Claimant and Defendant was on a non-borrowing basis wherein the Claimant had approached the Defendant and requested for the creation of Letters of Credit in favor of the Claimant's overseas equipment manufacturers domiciled in Europe, to facilitate the production and delivery of the Claimant's equipment.
5. The Claimant avers that further to the discussions between the parties regarding the creation of the Letters of Credit, the Defendant presented to the Claimant an Indicative Offer of Banking Facilities dated 7th June 2023, wherein amongst other conditions, the Defendant demanded that the Claimant deposit on account 100% Naira (N) credit value equivalent of the Euro (€) credit value. The Claimant pleads and shall rely on the Indicative Offer of Banking Facilities dated 7th June 2023 at the trial of this suit.

6. The Claimant avers that the Letters of Credit were expected to be four (4) in number based on the FORM M which had the corresponding values as expressed below:

S/N	FORM M Number	Proforma Invoice Value Sum (€)
1	MF20230085253	€4,750,609.00
2	MF20230122580	€839,648.99
3	MF20230125197	€502,485.00
4	MF20230132545	€1,720,000.00

The Claimant pleads and shall rely on the Form M at the trial of this Suit.

7. In furtherance of the above, the Claimant proceeded to open a Current Account (No. 1000090490) on 27th July, 2023 with the Defendant for the sole purpose of paying in the funds required for the issuance of the Letters of Credit by the Defendant.
8. The Claimant avers that it proceeded to fund the said Current Account No. 1000090490, in the total sum of N7,155,017,839.28 (Seven Billion, One Hundred and Fifty-Five Million, Seventeen Thousand Eight Hundred and Thirty-Nine Naira Twenty-Eight Kobo) paid over a period of time between July 27, 2023 and February 8, 2024. The Claimant pleads and shall rely on the Statement of Account evidencing the payments at the trial of this Suit.
9. The Claimant avers that pursuant to the deposit of the 100% Naira (N) cash value, the Defendant, at varying dates/periods corresponding with the payments, established four (4) Letters of Credit in favour of the Claimant's overseas equipment manufacturers accordingly.

S/N	LC No.	LC Value (Euro)	LC Naira Value	LC Date of Issue
1	PBL/23/LC/061	€4,750,609.00	4,107,000,000.00	22 nd August 2023
2	PBL/23/LC/112	€839,648.99	1,100,000,000.00	17 th November 2023
3		€502,485.00	434,408,834.68	23 rd November 2023
4	PBL/23/LC/127	€1,720,000.00	1,947,677,000.00	29 th December 2023

The Claimant pleads and shall rely on the Letters of Credit at the trial of this Suit.

10. The Claimant avers that having fulfilled its obligation by providing the requisite funds and the establishment of the Letters of Credit, as per the agreement the Claimant's consignment/cargo of equipment began to duly arrive in tranches spanning over a period of February 2024 to February 2025, as shown below:

S/N	Form M Value	Shipment Value	Vessel Arrival Date
1	MF20230125197 €502,485.00	€191,646.42.00 (4 Containers)	7 th February 2024
		€258,691.16 (4 Containers)	5 th March 2024
2	MF20230132545 €1,720,000.00	€1,720,000.00 (8 Containers)	18 th August 2024
3	MF20230085253 €4,750,609.00	€3,971,164.77 (8 Containers)	10 th September 2024
		€767,544.23 (3 Containers)	8 th December 2024
4	MF20230122580 €839,648.99	€423,116.00 (3 Containers)	23 rd October 2024
		€281,960.00 (2 Containers)	27 th February 2025

11. The Claimant avers that upon the arrival of the consignments/cargoes, it promptly approached the Defendant for the release of the shipping documents (Bill of Lading) which is required to obtain customs and terminal clearance of the consignments/cargoes at the Port of arrival (Apapa Port, Lagos), which was thereafter to be delivered to the Claimant's Clients.
12. However, the Defendant only released shipping documents related to the first tranche (MF20230125197 - €502,485.00/N434,408,834.68) on 7th February 2024 and 5th March 2024 covering 8 containers, but has failed neglected and refused to release the shipping documents related to the subsequent tranches of:
- MF20230132545 (€1,720,000.00/N1,947,677,000.00),
 - MF20230085253 (€4,750,609.00/N4,107,000,000.00), and
 - MF20230122580 (€839,648.99/N1,100,000,000.00).

The Claimant pleads and shall rely on released shipping documents for MF20230125197 at the trial of this Suit.

13. The Claimant avers that the Letters of Credit relating to the outstanding shipping documents, currently being withheld by the Defendant, as per MF20230132545, MF20230085253 and MF20230122580, covers a total of 30 Containers with a total value of ₦7,154,677,000.28 (Seven Billion, One Hundred and Fifty-Four Million, Six Hundred and Seventy-Seven Thousand Naira Twenty-Eight Kobo).
14. The Claimant avers that whilst the Defendant withheld the shipping documents thus preventing the Claimant from clearing the containers from the Ports, it is important to note that the Containers were generating a liability of compounding daily terminal and shipping charges which was of grave concern to the Claimant.
15. The Claimant avers that bearing in mind the inherent charges on the containers, several correspondences, including letters dated 10th and 12th December 2024, were written to the Defendant requesting for the release of the said shipping documents to clear the outstanding cargo, which requests were however declined. The Claimant pleads and shall rely on the correspondence dated 10th and 12th December 2024 at the trial of this suit.
16. The Claimant avers that rather than release the shipping documents, the Defendant in response to the Claimant's request, stated that the 100% cover was insufficient to procure the requisite Foreign Exchange (FX) needed to liquidate the exiting obligation, and then proceeded to demand that the Claimant pay the sum of ₦3,759,024,395.45 to offset the exchange rate differentials.
17. The Claimant avers that it was taken aback by demands made by the Defendant, given the fact that the Claimant had since provided the full funds for the 100% Naira (₦) credit value for the Letters of Credit upon which the Defendant issued the Letters of Credit.
18. The Claimant avers that the Defendant being a financial institution failed and was grossly negligent in its obligations to responsibly and diligently manage the Claimant's funds in its care, leading to the alleged exchange rate differentials and the Defendant's demand of the Claimant to makeup the sum.
19. The Claimant avers that the Defendant's obligation under its Indicative Offer of Banking Facilities of 7th June 2023, provided for the Defendant to immediately source for FX using the funds in the Claimant's LC collateral account, of which the issuance of the Letters of Credit was predicated upon receipt of the 100% cash cover.

20. The Claimant avers that whilst it rejects any responsibility for the lapses occasioned by the Defendant's action resulting in the demanded alleged sum or any other sum to make up the deficit, the Claimant's goal at the time was to salvage its cargo laying at port and accruing charges, which prompted the Claimant to reluctantly agreed to provide the differential sum.
21. The Claimant avers that during the exchange between the parties, the Claimant's Overseas Equipment Manufactures and the Shipping Companies wrote several correspondence to both the Claimant and Defendant, to wit: letter dated 17th December 2024, emails dated 17th December 2024, 20th January 2025, and 6th May 2025, informing them of the accumulated charges of the continued abandonment of the containers/cargoes at the Port which at the time estimated at over N850,000,000.00 (Eight Hundred and Fifty Million Naira). The Claimant pleads and shall rely on the said letter and emails at the trial of this suit.
22. The Claimant avers that the Defendant remained resolute, in spite of the imminent threat of the cargoes being termed abandoned and liable to forfeiture and forced sale/auction.
23. The Claimant avers that in order to resolve the revolving issues, it attended a meeting with the Defendant with respect to the demanded, and at the meeting the Defendant surreptitiously advised the Claimant to take out a loan from the Defendant to liquidate the alleged FX differentials.
24. The Claimant avers that a series of correspondences, vide 25th July 2024, 15th November 2024, 20th November 2024, 2nd December 2024, were exchanged with the Defendant for the procurement of the loan sum of N2,000,000,000.00 (Two Billion Naira) to cover the alleged FX differentials, with the Defendant representing that it would accept a Debenture from the Claimant as collateral for the loan. The Claimant pleads and shall rely on the said correspondences at the trial of this suit.
25. The Claimant avers that it was constrained to raise funds to put up the Debenture trust to satisfy the Defendant and the ultimate sole purpose of securing the release of the shipping documents from the Defendant to clear the containers/cargoes.
26. The Claimant avers that having sourced for, engaged and obtained a Debenture Trust through Cedrus Trustees Limited, by Letters dated 5th September 2024 and 21st October 2024 this was brought to the attention of the Defendant. The Claimant pleads and shall rely on the said Letters at the trial of the suit.

27. Upon the submission of the draft of the Debenture Trust to the Defendant as agreed, the Defendant wasted over three (3) months to respond, and the Claimant by two (2) letters both dated 11th December 2024 amongst other issues drew the attention of the Defendant to the Cedrus Trustees Limited Letters which they were expected to act upon; however, the Defendant did a complete turnaround and declined the acceptability of the Debenture Trust. The Claimant pleads and shall rely on the Letters dated 11th December 2024 at the trial of the suit.
28. The Claimant avers that with the inconsistency exhibited by the Defendant, the Claimant under enormous pressure to secure the release of the shipping documents bearing in mind that the charges were still accruing, the Claimant explored the option of approaching other financial institutions to raise funds and by letter dated 24th July 2025 informed the Defendant of the challenges and constraints in raising the funds, made a payment proposal towards the Full and Final payment of the said N2-Billion, but yet again the Defendant rejected the offer on the condition that the Claimant increase the payment sum. The Claimant pleads and shall rely on the Letters dated 24th July 2025 at the trial of the suit.
29. The Claimant avers that by a Letters dated 12th August 2025 and 1st September 2025, the Claimant offered the Defendant the sum of N2,200,000,000.00 (Two Billion Two Hundred Million Naira) as Full and Final payment, but the Defendant has failed to respond to the letter/offer. The Claimant pleads and shall rely on the Letters dated 12th August 2025 and 1st September 2025 at the trial of the suit.
30. The Claimant avers that all its efforts both formal and informal to ensure the cargoes were cleared from the port were met with continuous resistance from the Defendant who refused to salvage the cargo, having held on to the shipping documents.
31. The Claimant avers that it received the Defendants correspondence dated 28th July 2025, wherein the Defendant stated that the funds provided by the Claimant were not left idle but were utilized to purchase foreign exchange from 2nd August 2023, prior to the establishment of the first Letter of Credit. The Claimant pleads and shall rely on the Letter dated 28th July 2025 at the trial of this suit.
32. The Claimant avers that it responded to the above correspondence vide its letter dated 31st July 2025, wherein the Claimant reiterated that it had provided 100% cover for the Letter of Credit. The Claimant pleads and shall rely on the Letter dated 31st July 2025 at the trial of this suit.

33. The Claimant avers that it had provided 100% cash cover since 2023 for the Letters of Credit which ought to have been applied by the Defendant towards the purchase of foreign exchange since 2023.
34. The Claimant avers that it began to curiously investigate its dealings with the Defendant and procured the services of a Forensic Accountant to review the financial transactions carried out on the Claimant's Current Account domiciled with the Defendant pursuant to which a forensic accounting Report was produced.
35. The Claimant avers that while it was locked in a frustrating and unwarranted cycle with the Defendant to obtain the shipping documents to the containers/cargoes, the Claimant became aware that the Nigerian Customs Service had obtained an Order of the Court for the forfeiture of the Claimant's 30 cargoes in Suit No.: FHC/L/MISC/519/2025. The Claimant pleads and shall rely on a Certified True Copy of the Court Order in Suit No.: FHC/L/MISC/519/2025 at the trial of the suit.
36. The Claimant avers that pursuant to the above Court Order, the Claimant's cargoes were auctioned off by the Nigerian Custom Service to 3rd party purchasers.
37. The Claimant avers that some of the 3rd party purchasers who purchased 17 cargoes have applied and obtained an Order of Court in Suit No.: MISC/392/MISC/2025 between Mr. Abubakar Dabo Ibrahim & Ors. v Grimaldi Agency Ltd. for the delivery of the Claimant's cargo at the terminal of Grimaldi Agency Ltd. and PTML Terminal Limited to the Chief Registrar of the High Court of Lagos State. The Claimant pleads and shall rely on a Certified True Copy of the Court Order in Suit No.: MISC/392/MISC/2025 at the trial of the suit.
38. The Claimant avers that the Defendant acted in bad faith at all times when the Defendant failed to protect the Claimant's cargo which led to the auctioning of the entire 30 containers/cargoes.
39. The Claimant avers that the Defendant is presently no longer in control of the Claimant's cargoes and has woefully failed in its duty of care with respect to its relationship with the Claimant.
40. The Claimant avers that due to the above, the purpose for which the Claimant provided the 100% cover to obtain the Letters of Credit from the Defendant has failed consequent upon the actions of the Defendant who willfully and maliciously frustrated same.

41. The Claimant avers that the Defendant has used the Claimant's N7,154,677,000.28 to procure Letters of Credit in the sum of €7,812,742.99.
42. The Claimant avers that the Defendant is in possession of the Claimant's €7,310,257.99 which it purchased with the Claimant's Naira equivalent of N7,154,677,000.28; however, given the current Naira to Euro Central Bank of Nigeria (CBN) official central exchange rate of N1,740.70 per Euro as at 25th September, 2025, the value of the sum of the Claimant's €7,310,257.99 in Naira is the sum of N12,724,966,083.19 (Twelve Billion, Seven Hundred and Twenty-Four Million, Nine Hundred and Sixty-Six Thousand, Eighty-Three Naira, Nineteen Kobo) which the Claimant is entitled to. The Claimant pleads and shall rely on the CBN Exchange Rate published on its website - cbn.gov.ng/rates/ExchRateByCurrency.html at the trial of the suit.
43. The Claimant avers that it has incurred specific and general damages, particulars of which include:
- a. The loss of 30 Cargoes covered by Letters of Credit PBL/23/LC/061 MF20230085253, PBL/23/LC/112 MF20230122580 and PBL/23/LC/127 MF20230132545 which have been auctioned by the Nigerian Customs Service.
 - b. The loss of business and revenue for the inability of the Claimant's to deliver the cargo to its client.
 - c. The continued detention of the Claimant's €7,310,257.99/ N7,154,677,000.28 which was used by the Defendant to procure Letters of Credit presently valued in the sum of N12,724,966,083.19 (Twelve Billion, Seven Hundred and Twenty-Four Million, Nine Hundred and Sixty-Six Thousand, Eighty-Three Naira, Nineteen Kobo).
44. The Claimant avers that the Defendants action is a fundamental breach of the agreement between the parties.
45. WHEREOF the Claimant claims against the Defendants as follows:
1. AN ORDER compelling the Defendant to pay the Claimant the sum of N12,724,966,083.19 (Twelve Billion, Seven Hundred and Twenty-Four Million, Nine Hundred and Sixty-Six Thousand, Eighty-Three Naira, Nineteen Kobo) being the cumulative value of the Letters of Credits for PBL/23/LC/061 - MF20230085253, PBL/23/LC/112 - MF20230122580 and PBL/23/LC/127 - MF20230132545 paid by the Claimant to the Defendant.

2. AN ORDER compelling the Defendant to pay the Claimant the sum of ₦500,000,00.00 (Five Hundred Million Naira) as general damages for the Defendant's negligence and breach of its contractual obligations owed to the Claimant.
3. AN ORDER of Pre-Judgment Interest in the above sum at the rate of 21% per annum from the 29th day of December 2023 till Judgment.
4. AN ORDER of Post-Judgment Interest in the above sum at the prevailing bank rate from the date of Judgment until full liquidation.
5. AN ORDER compelling the Defendant to pay the sum of ₦10,000,000.00 (Ten Million Naira) as the cost of the legal action and all incidental costs incurred by the Claimant in pursuing this claim.

DATED this 3rd day of October 2025.

[Signature]

Chukwudi ADIUKWU SAN.
 ✓ Olanrewaju OBADINA, ESQ.
 Olanrekanmi OLADIRAN ESQ.
 Mariam BABALOLA ESQ.
 CLAIMANT'S COUNSEL
 DUKE LICIT ADVOCATES
 1A Olayinka Street,
 Opebi, Ikeja, Lagos State.
 Email: cadukwu@dukelicit.com
 Tel.: 0916 000 6384; 0805 602 7983

FOR SERVICE ON:
 The DEFENDANT
 PARALLEX BANK LIMITED
 1261 Adeola Hopewell Street,
 Victoria Island, Lagos State.

COURT OF LAGOS

HIGH



STATE

 Date
 CASH OFFICE IGBOSERE



**ROBERT CLARKE SAN &
ADE OSHODI PARTNERS**

Tuesday 7th October 2025

The Managing Partner
OS LAW BARRISTERS & SOLICITORS
26, Oduwobi Street, Ilupeju, Lagos, Nigeria

Dear Sir

RE: DEMAND FOR RELEASE OF ILLEGALLY DETAINER CONTAINERS

Kindly refer to the above subject as well as your correspondence of the 7th day of October 2025.

Be informed that containers MEDU8963273 & MEDU7859074 were purchased through auction, pursuant to the Order of the Federal High Court of Nigeria Coram Hon. Justice Ibrahim Ahmad Kala of the 23rd day of May, 2025 in which the said containers were legally forfeited.

It is worrisome that in spite of the extant orders of the Court, which subsists, there is another order of a Court of co-ordinate jurisdiction over legally forfeited and auctioned containers. Unfortunately, we are estopped from engaging with you on this issue further as we have withdrawn our representation in Suit No: MCL/392/MISC/2025.

Lastly, as you are aware, the attachment of the Motion for Joinder to your correspondence falls short of the legal requirements of service. We have not been briefed in respect of Suit No: FHC/L/CS/1774/2025 and you may wish to ensure proper service of the application on the parties sought to be joined.

Yours faithfully,

FOR: ROBERT CLARKE SAN & ADE OSHODI PARTNERS

O.J SASORE ESQ



IN THE HIGH COURT OF LAGOS STATE
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

H

SUIT NO: LD/ADR/6143/2025

BETWEEN:

FHT MEGA EXPRESS LIMITED

}...CLAIMANT/
} RESPONDENT

AND

PARALLEX BANK LIMITED

}...DEFENDANT/
} OBJECTOR

NOTICE OF PRELIMINARY OBJECTION

BROUGHT PURSUANT TO SECTION 6(6) OF THE CONSTITUTION OF
THE FEDERAL REPUBLIC OF NIGERIA 1999 (AS AMENDED), ORDER 43
OF THE HIGH COURT OF LAGOS STATE (CIVIL PROCEDURE) RULES
2019 AND UNDER THE INHERENT JURISDICTION OF THIS
HONOURABLE COURT

TAKE NOTICE that prior to, during or after the trial/ hearing of the suit, the Defendant/
Objector shall contend by the instant objection that this Honourable Court lacks the
jurisdiction to entertain this suit and shall in consequence seek the following orders:

1. **AN ORDER** dismissing and/ or striking out the instant suit *in limine* for constituting an abuse of court process.
2. **AND SUCH FURTHER OR OTHER ORDERS** as this Honourable Court may deem fit to make in the circumstances of this case.

FURTHER TAKE NOTICE THAT the grounds upon which the instant preliminary objection is predicated are as follows:

- (1.) By a Writ of Summons and Statement of Claim dated 4th September, 2025, the Defendant/ Objector ('Objector'), as Plaintiff before the Federal High Court, Lagos Judicial Division, filed **Suit No: FHC/L/CS/1774/2025, between Paralex Bank Limited v FHT**


Mega Express Limited & 4 Ors, seeking judgment in the sum of **N4,500,000,000.00 (Four Billion, Five Hundred Million Naira only)**, being the outstanding indebtedness of the Claimant/Respondent ('Respondent') from the following Letters of Credit opened in favour of the Respondent by the Objector:

- (a.) **Form M Number MF20230132545 for the sum of EURO1,720,000;**
 - (b.) **Form M Number MF20230085253 for the sum of EURO4,750,609;**
 - (c.) **Form M Number MP20230122580 for the sum of EUR0839,648.99; and**
 - (d.) **Form M Number MF20230125197 for the sum of EURO502,485.**
- (2.) By the afore-referenced suit, the Objector also seeks to protect its banker's lien over the consignment and goods financed by it with the afore-stated Letters of Credit and leave to dispose of same and apply proceeds of such sale towards satisfaction of the Respondent's debt.
- (3.) The above referenced suit was predicated on the Respondent's failure, refusal and/ or neglect to liquidate its indebtedness to the Objector, arising from the obligations under the LCs referenced in 1(a), (b), (c) and (d) above as well as its breach of the **Letters of Undertakings** (to absorb/ cover the differentials arising from fluctuation in the foreign exchange market) executed by the Respondent.
- (4.) The claims in **Suit No: FHC/L/CS/1774/2025** and the instant suit are claims founded upon and arising directly from the Letters of Credit referenced in 1(a), (b), (c) and (d) above.
- (5.) While the **Suit No: FHC/L/CS/1774/2025** seeks adjudication on the obligations under the LCs as well as the liability and debt arising therefrom, the instant suit seeks to confer value of the Letters of Credit on the Respondent, notwithstanding the debt comprised in **Suit No: FHC/L/CS/1774/2025**.

- (6.) The instant suit arises from the same facts, involves the same (principal) parties, relates to the same *res*, raises the same, similar or inseparable same issues and seeks to enforce or contest the same obligations, liabilities and rights flowing from the Letters of Credit referenced in 1(a), (b), (c) and (d) above, as in **Suit No: FHC/L/CS/1774/2025**.
- (7.) The filing of this present suit, along with the reliefs sought herein, constitutes a clear abuse of court process, in view of the pendency of **Suit No: FHC/L/CS/1774/2025**.
- (8.) The instant suit is deliberately calculated to create the possibility of conflicting decisions from the Federal High Court and this Honourable Court, both being courts of coordinate jurisdiction.
- (9.) Any decision in the instant suit will inevitably impact on, affect, interfere with, pre-judge and adjudicate on the subject matter of **Suit No: FHC/L/CS/1774/2025**; namely, the Letters of Credit listed in 1(a), (b), (c) and (d) (subject matter of this suit), the value of the Letters of credit, their value and the obligations, liabilities and indebtedness arising therefrom.
- (10.) The instant suit borders on the same subject matter, *res* and reliefs already submitted for adjudication in **Suit No: FHC/L/CS/1774/2025** and amounts to multiplicity of actions and an abuse of judicial process.
- (11.) The instant suit is a contrived, improper and abusive device, vehicle or mechanism deployed (and constitutes an impermissible attempt) by the Respondent to avoid, circumvent, neutralise and/or surreptitiously evade, obscure or escape its clear contractual and statutory liabilities under the Letters of Undertaking tied to the Letters of Credit forming the subject of **Suit No: FHC/L/CS/1774/2025**.

(12.) Consequently, this Honourable Court lacks the jurisdiction to entertain the instant suit.

Dated this 17th day of November, 2025


Prof. 'Kemi Pinheiro, OFR, SAN, LLD, FCI Arb.,
Chukwudi Enebeli, SAN.,

SIGNED BY: Ridwan Ayanbiyi, Esq.,

Prince Elebor, Esq.,

Numu Omoruyi, Esq.,

Akinloluwa Tokede, Esq.,

Oluwabusayo Olukayode, Esq.,

PINHEIRO LP,

Defendant's Counsel

5/7, Folayemi Street,

Off Coker Road, Ilupeju, Lagos.

Tel: 08022259872, 08143233555

E-mail: admin@pinheirolp.com; pinheirolp1995@gmail.com

URL://http.www.pinheirolp.com

FOR SERVICE ON:

The Claimant,

C/o their counsel,

Chukwudi Adiukwu SAN,

Olanrewaju Obadina, Esq.,

Olasunkanmi Oladiran, Esq.,

Vanessa Ojieabu, Esq.,

Duke Licit Advocates,

1A, Olayinka Street,

Opebi, Ikeja,

Lagos.



**IN THE HIGH COURT OF LAGOS STATE
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS**

SUIT NO: LD/ADR/6143/2025

BETWEEN:

FHT MEGA EXPRESS LIMITED

}...CLAIMANT/
} RESPONDENT

AND

PARALLEX BANK LIMITED

}...DEFENDANT/
} OBJECTOR

AFFIDAVIT IN SUPPORT OF NOTICE OF PRELIMINARY OBJECTION

I, **Olalekan Akinola**, Male, Christian, Nigerian Citizen of Plot 1261, Adeola Hopewell Street, Victoria Island, Lagos, do hereby make oath and state as follow:

1. I am a Legal Officer in the Legal Department of the Defendant/ Objector ('Objector') bank, by virtue of which position I am conversant with the facts deposed hereto.
2. I have the consent and authority of the Objector to depose to this Affidavit.
3. Except otherwise stated, the facts herein deposed are within my knowledge, information and belief.
4. By a Writ of Summons and Statement of Claim dated 4th September, 2025, the Defendant/ Objector ('Objector'), as Plaintiff before the Federal High Court, Lagos Judicial Division, filed **Suit No: FHC/L/CS/1774/2025, between Paralex Bank Limited v FHT Mega Express Limited & 4 Ors**, seeking judgment in the sum of **N4,500,000,000.00 (Four Billion, Five Hundred Million Naira only)**, being the outstanding indebtedness of the Claimant/ Respondent ('Respondent') from the following Letters of Credit opened in favour of the Respondent by the Objector:
 - (a) **PBL/23/LC/127 – Form M Number MF20230132545 for the sum of EURO1,720,000;**
 - (b) **PBL/23/LC/061 – Form M Number MF20230085253 for the sum of EURO4,750,609;**
 - (c) **PBL/23/LC/112 – Form M Number MP20230122580 for the sum of EUR0839,648.99; and**
 - (d) **PBL/23/LC/118 Form M Number MF20230125197 for the sum of EURO502,485.**

5. By the afore-referenced suit, the Objector also seeks to protect its banker's lien over the consignment and goods financed by it with the afore-stated Letters of Credit and leave to dispose of same and apply proceeds of such sale towards satisfaction of the Respondent's debt. Now shown to me and herewith attached and marked as **Exhibit A** is a copy of the Writ of Summons and Statement of Claim filed in the said suit.
6. The above referenced suit was predicated on the Respondent's failure, refusal and/or neglect to liquidate its indebtedness to the Objector, arising from the obligations under the LCs referenced in 1(a), (b), (c) and (d) above as well as its breach of the **Letters of Undertakings** (to absorb/ cover the differentials arising from fluctuation in the foreign exchange market) executed by the Respondent.
7. The Respondent is aware of **Suit No: FHC/L/CS/1774/2025** and have not only filed processes but also participated in proceedings in the said suit at the Federal High Court. Now shown to me and jointly marked **Exhibit B** are some of the processes filed by the Respondent in the **Suit No: FHC/L/CS/1774/2025**.
8. I was informed by Prof. 'Kemi Pinheiro, OFR, SAN, LLD, FCI Arb., lead counsel to the Objector, via telephone conversation on the 14th day of November, 2025 at about 2:30pm during a review of the case file of this suit and I verily believe him as follows:
 - (a.) The claims in **Suit No: FHC/L/CS/1774/2025** and the instant suit are claims founded upon and arising directly from the Letters of Credit referenced in 4(a), (b), (c) and (d) above.
 - (b.) That while the **Suit No: FHC/L/CS/1774/2025** seeks adjudication on the obligations under the LCs as well as the liability and debt arising therefrom, the instant suit seeks to confer value of the Letters of Credit on the Respondent, notwithstanding the debt comprised in **Suit No: FHC/L/CS/1774/2025**.
 - (c.) That the instant suit arises from the same facts, involves the same (principal) parties, relates to the same *res*, raises the same, similar or inseparable same issues and seeks to enforce or contest the same obligations, liabilities and rights flowing from the Letters of Credit referenced in 4(a), (b), (c) and (d) above, as in **Suit No: FHC/L/CS/1774/2025**.
 - (d.) That the filing of this present suit, along with the reliefs sought herein, constitutes a clear abuse of court process, in view of the pendency of **Suit No: FHC/L/CS/1774/2025**.

- (e.) That the instant suit is deliberately calculated to create the possibility of conflicting decisions from the Federal High Court and this Honourable Court, both being courts of coordinate jurisdiction.
 - (f.) That any decision in the instant suit will inevitably impact on, affect, interfere with, pre-judge and adjudicate on the subject matter of **Suit No: FHC/L/CS/1774/2025**; namely, the Letters of Credit listed in 4(a), (b), (c) and (d) (subject matter of this suit), the value of the Letters of credit, their value and the obligations, liabilities and indebtedness arising therefrom.
 - (g.) That the instant suit borders on the same subject matter, *res* and reliefs already submitted for adjudication in **Suit No: FHC/L/CS/1774/2025** and amounts to multiplicity of actions and an abuse of judicial process.
 - (h.) That the instant suit is a contrived, improper and abusive device, vehicle or mechanism deployed (and constitutes an impermissible attempt) by the Respondent to avoid, circumvent, neutralise and/or surreptitiously evade, obscure or escape its clear contractual and statutory liabilities under the Letters of Undertaking tied to the Letters of Credit forming the subject of **Suit No: FHC/L/CS/1774/2025**.
 - (i.) That this Honourable Court lacks the jurisdiction to entertain the instant suit.
9. Prior to the institution of the instant suit, the Respondent petitioned the Objector to the Consumer Protection Department of the Central Bank of Nigeria (CBN), with the same set of facts, seeking to achieve the same purpose, and seeking the same purported reliefs. Now shown to me and herewith attached and marked as **Exhibit C** is a copy of the said Petition.
10. Further to the above, the Order of Court in **MISC/392/MISC/2025: Mr. Abubakar Dabo Ibrahim & Ors v. Grimaldi Agency Ltd**, which the Respondent continues to brandish as the basis for its allegations of forfeiture, auction and purported purchase of the consignments subject of the Letters of Credit by alleged third-party purchasers, was in fact procured by or at the instance of the Respondent, acting through its team of counsel and surreptitiously deploying fronts and proxies—all in a calculated bid to evade and extinguish its obligations and liabilities under the Letters of Credit. Now shown to me and herewith attached and marked as **Exhibits C and D** are copies of:
- (a.) letter dated 7th October, 2025 (authored by the law firm of Robert Clarke SAN and Ade Oshodi Partners; and

(b.) CTC of the proceedings of this Honourable Court of the 6th day of November, 2025 conducted by Adedayo Oshodi SAN.

11. While the Respondent, through its fronts and alleged purchasers, obtained the orders in **MISC/392/MISC/2025** to secure the consignments financed by the Letters of Credit that form the subject matter of this suit, the same Respondent has now approached this Honourable Court to secure the value of those very Letters of Credit. The enrolled order in **MISC/392/MISC/2025** already forms part of the records of this Honourable Court.
12. This suit is a further attempt or effort by the Respondent to run parallel narratives in different fora, manipulate judicial processes to its advantage and ultimately defeat or dilute its clear contractual obligations under the Letters of Credit by securing inconsistent and mutually destructive reliefs in multiple proceedings.
13. The justice of this case will be best served if the instant suit is dismissed.
14. I depose to this affidavit in good faith, conscientiously believing the contents to be true and correct and in accordance with the Oaths Act, 2004.

SWORN to at the Lagos State High Court Registry, Lagos,
this 15th day of November, 2025

BEFORE ME
ADIO T. OLABISI
Commissioner for Oaths
Lagos High Court

COMMISSIONER FOR OATHS



IN THE HIGH COURT OF LAGOS STATE
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS



SUIT NO: LD/ADR/6143/2025

BETWEEN

FHT MEGA EXPRESS LIMITED

CLAIMANT

AND

PARALLEX BANK LIMITED

DEFENDANT

NOTICE OF DISCONTINUACE

TAKE NOTICE that the Claimant does hereby wholly discontinue this suit against the Defendant herein.

DATED THIS 17th DAY OF November, 2025.

CHUKWUDI ADIUKWU, SAN
OLARENWAJU OBADINA, ESQ.
OLASUNKANMI OLADIRA, ESQ.
MARIAM BABALOLA, ESQ.
O.G. AJANAKU, ESQ. ✓
CLAIMANT COUNSEL
DUKE LICIT ADVOCATES

1A Olayinka Street, Opebi, Ikeja, Lagos state.
cadiukwu@dukelicit.com, 0916 000 6384; 0805 602 7983

FOR SERVICE ON:

The Defendant.
Parallex Bank Limited
1261, Adeola Hopewell Street,
Victoria Island Lagos.



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IN THE HIGH COURT OF LAGOS STATE NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS
BEFORE HON. JUSTICE A.T MUYIDEEN
SITTING AT COURT NO.72, T.B.S, LAGOS
TODAY, FRIDAY, THE 18TH OF NOVEMBER, 2025

SUIT NO/CHARGE NO: LD/ADR/6143/2025

BETWEEN:

FHT MEGA EXPRESS LIMITED

CLAIMANT

AND

PARALLEX BANK LIMITED

DEFENDANT

RULING

The Claimant pursuant to the Notice of discontinuance dated the 17th November, 2025 and filed same date, applied to discontinue this matter and terminate further proceedings thereon.

The Defendant, through it's counsel did not oppose the discontinuation of this suit, however Learned Senior Advocate Dr. Kemi Pinhero for the Defendant urged the Court to make the following consequential orders to wit:

1. That this Suit be dismissed.
2. That the Claimant as well as its legal representatives, Chukwudi Adiukwu SAN and S. A. Oshodi S.A.N. shall pay cost to indemnify the Defendant for out of pocket expenses incurred for filing of process in Court and also deter the Claimant and its Counsel from further embarking on abusing the Court processes.

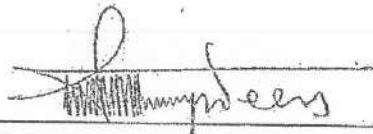
have evidence before it as to who sponsored or authorized the publication, this Court is of the opinion that if this suit were not filed, no such publication would have arisen.

The Defendant counsel had submitted that the publication as captioned in The Punch, This Day and the Nations newspapers is capable of affecting the goodwill of the Defendant negatively. I cannot agree less, and as such this Court needs to strike a balance in this suit. This suit is hereby Struck-Out from the cause list, pursuant to the Notice of discontinuance dated 17th November, 2025.

The Claimant is hereby directed to publish the Ruling of this Honourable Court on the current status of this Suit, both in the print and online media of The Punch, This Day and The Nations Newspapers within 7 days of this Ruling.

There shall be no order as to cost.

This shall be the Ruling of this Court.

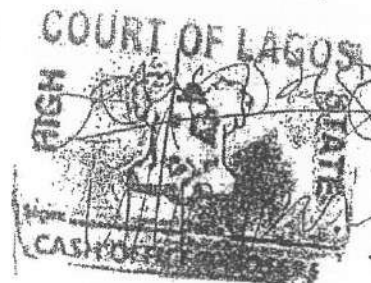


HON. JUSTICE A.T. MUYIDEEN

JUDGE

18TH NOVEMBER, 2025

CERTIFIED TRUE COPY





DIRECTOR
CONSUMER PROTECTION & FINANCIAL
INCLUSION OFFICE, CBN, LAGOS

1-1-2023

SIGN:  TIME: 2:14

Dear Sir

PETITION AGAINST PARALLEX BANK LIMITED FOR UNLAWFUL
DETENTION AND CONVERSION OF CLIENT FUNDS, FRAUDULENT
MISREPRESENTATION AND GROSS PROFESSIONAL MISCONDUCT

INTRODUCTION

We act on the instructions of **FHT MEGA EXPRESS LIMITED** ("our Client"), whose registered office is at Plot PC 11 Engineering Close, off Idowu Taylor, Victoria Island, Lagos State, and on whose behalf we respectfully petition your esteemed office against **Parallex Bank Limited** ("the Bank"), whose head office is situated at 1261 Adeola Hopewell Street, Victoria Island, Lagos State, for acts amounting to fraudulent conversion, unlawful detention of client funds, misrepresentation of banking obligations, and professional misconduct in breach of established Nigerian banking laws and ethics.

BACKGROUND

This petition is brought pursuant to the regulatory oversight powers of the Central Bank of Nigeria (CBN) under the framework of the Central Bank of Nigeria (CBN) Guidelines on Banking Operations and the Banks and Other Financial Institutions Act (BOFIA), 2020, particularly the power of the CBN to revoke the licenses of Banks, to issue guidelines, directives or circulars to financial institutions on the exercise of any of the powers or functions conferred on it under this Act or any other enactment. These frameworks empower your office to investigate and sanction unethical practices including but not limited to fraudulent conversion, unlawful detention of client funds, misrepresentation of banking obligations, and professional misconduct that undermine public confidence in the banking sector.

The present complaint concerns Paralex Bank Limited's unauthorized retention and conversion of over N7,154,677,000.28 (Seven Billion, One Hundred and Fifty-Four Million, Six Hundred and Seventy-Seven Thousand-Naira, Twenty-Eight kobo

belonging to our Client, received as 100% cover for Letters of Credit (LCs) to facilitate international equipment purchases, and the Bank's subsequent misrepresentation of its obligations, resulting in financial injury, reputational loss, and breach of fiduciary duty.

In June 2023, our Client approached the Bank to establish Letters of Credit (LCs) for the sum of €7,310,257.99 (Seven million, three hundred and ten thousand, two hundred and fifty-seven euros, ninety-nine cents) in favour of its European suppliers for the purchase of industrial equipment.

By an Indicative Offer of Banking Facilities dated 7th June 2023, the Bank demanded 100% Naira equivalent of the LC value as a condition precedent. Our Client accordingly deposited a total of N7,155,017,839.28 (Seven Billion, One Hundred and Fifty-Five Million, Seventeen Thousand, Eight Hundred and Thirty-Nine Naira, Twenty-Eight Kobo) between July 2023 and February 2024, which the Bank duly acknowledged.

Following the deposit, the Bank issued four (4) Letters of Credit for the said sum but subsequently refused and neglected to release the corresponding Bills of Lading and shipping documents for thirty (30) containers of goods belonging to our Client, thereby unlawfully detaining the goods and frustrating clearance.

Despite repeated demands, the Bank failed to honour its obligations, instead alleging that the Client's 100% Naira cover was "insufficient" due to foreign-exchange differentials, and demanded a further ₦3,759,024,395.45 (Three Billion, Seven Hundred and Fifty-Nine Million, Twenty-Four Thousand, Three Hundred and Ninety-Five Naira, Forty-Five Kobo) purportedly to offset same.

In a bid to mitigate its losses, the Bank entered into a tripartite arrangement with Cedrus Trustees Limited to secure N2,000,000,000.00 (Two Billion Naira) under a debenture deed to meet the Bank's demands. However, the Bank failed to honour this arrangement, frustrating the disbursement and exposing our Client to grave commercial losses.

The Bank has admitted in writing, vide letter dated 28th July 2025, that it utilized the Complainant's funds to purchase foreign exchange as far back as 2nd August 2023. This constitutes a clear admission of having taken custody and control of the Client's funds but failing to apply same as agreed or refund the equivalent value.

Following the Bank's refusal to release the goods, the Nigerian Customs Service obtained a Forfeiture Order (FHC/LMISC/519/2025) and auctioned the Complainant's thirty (30) containers. This incident has precipitated enforcement

proceedings before the High Court of Lagos State in Suit No. MISC/392/MISC/2025 -
Abubakar Dabo Ibrahim & Ors v. Grimaldi Agency Ltd.

Based on the current CBN exchange rate of ₦1,740.70/€1 as of 25th September 2025, the Client's deposit of €7,310,257.99 (Seven Million, Three Hundred and Ten thousand, Two Hundred and Fifty-Seven euros, Ninety-Nine cents) (equivalent of ₦12.75 billion (Seven Billion, One Hundred and Fifty-Five Million, Seventeen Thousand, Eight Hundred and Thirty-Nine Naira, Twenty-Eight Kobo)) now amounts to ₦12,724,966,083.19 (Twelve Billion, Seven Hundred and Twenty-Four Million, Nine Hundred and Sixty-Six Thousand, Eighty-Three naira, Nineteen kobo), which the Respondent continues to unlawfully withhold and convert to its benefit.

LEGAL BASIS FOR THE PETITION

The Bank's conduct constitutes clear infractions under Nigerian banking and criminal law, including:

- 1.1 The fraudulent acts of the Bank breaches the Central Bank of Nigeria (CBN) Consumer Protection Regulations, 2019, particularly on Disclosure and Transparency, which requires: "Financial institutions shall provide accurate and timely information to consumers in a clear, concise, and understandable manner." It further contravenes the CBN Guidelines on the Operations of Bank Accounts, which mandate banks to maintain accurate records of all transactions and provide true statements upon request, including retention of records for investigations.
- 1.2 The Bank's actions violate the Code of Conduct in the Nigerian Banking Industry (issued by the Chartered Institute of Bankers of Nigeria) particularly Section 1.1, which states: "Conduct himself in relation with customers and third parties on principles of Honesty, Integrity, Diligence, Credibility, Transparency, Fairness, and Trust". Section 3.1(s) requires banks to "Display high degree of fairness and transparency in the conduct of their business and relationship with other parties". Section 3.3(a) mandates: "Provide to customers clearly written and legally enforceable terms and conditions expressed in simple language, on the various types of financial products and services offered by them". Section 3.4(a) further requires disclosure of "The basis and amount of charges incidental to the operations of their accounts/transactions" and information on changes in rates or charges. These provisions underscore the duty of accurate record-keeping and transparent dealings, which the Bank has flagrantly disregarded.

1.3 SECTION 383 and 419 of the Criminal Code Act (Cap. C38, LFN 2004) – Conversion and fraudulent appropriation of property entrusted to one's care;

1.4 Sections 12(1)(g) of BOFIA 2020 which gives the Governor of the Central Bank of Nigeria, power to revoke the License of Banks that "fails to comply with any obligation imposed upon it by or under this Act, or the Central Bank of Nigeria Act, or any rule, regulations, guideline or directive made hereunder". We are of the opinion that the acts of the Bank has critically undermined the highest standards of integrity which the Nigerian Banking Industry upholds and the CBN is responsible to protect.

1.5 The Bankers' Committee Code of Ethics – Mandating the protection of customer trust funds and confidentiality.

1.6 The Bank's unlawful detention and conversion of customer funds also offend the CBN Consumer Protection Regulations (2019), which require financial institutions to act in utmost good faith and maintain transparent, accurate communication and recordkeeping.

1.7 The cumulative effect of the above is that the Bank has engaged in gross professional misconduct, fraudulent misrepresentation, and willful abuse of its license, thereby eroding public confidence in Nigeria's banking system.

1.8 Such practices expose the banking sector to reputational damage and regulatory non-compliance under BOFIA 2020, as quoted above.

RELIEF SOUGHT

In view of the foregoing, we respectfully urge your esteemed office to:

- i. Investigate the conduct of Parallelx Bank Limited and its principal officers involved in the transaction;
- ii. Direct the Respondent to refund or remit to the Complainant the full value of ₦7,310,257.99 (₦12,724,966,063.19) as of 25th September 2025 representing the current value of the unlawfully detained funds;
- iii. Impose appropriate sanctions against the Bank and the responsible officers, including fines, suspension, or public reprimand, for unethical and unprofessional conduct;

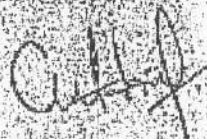
- iv. Refer the matter to the Central Bank of Nigeria (CBN) and the Economic and Financial Crimes Commission (EFCC) for further regulatory and criminal investigation;
- v. Revoke the banking license of Parallax Bank, if found guilty of misappropriation of customers' funds and professional misconduct and;
- vi. Grant such further orders as your office may deem just and equitable in the circumstances.

We assure your office of our Client's utmost cooperation in this matter.

Thank you for your anticipated expeditious intervention.

Yours faithfully,

FOR DUKE LICIT ADVOCATES



CHUKWUDI ADIUKWU SAN.
Managing Partner

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IN THE FEDERAL HIGH COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS
ON MONDAY THE 17TH DAY OF NOVEMBER, 2025
BEFORE HIS LORDSHIP
HON. JUSTICE IBRAHIM AHMAD KALA
PRESIDING JUDGE

SUIT NO: FHC/L/CS/ 2149/2025

BETWEEN:

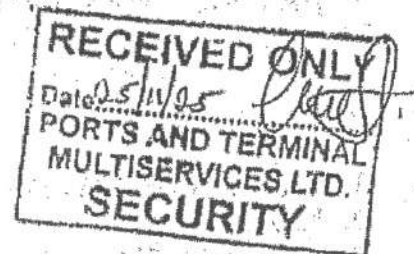
1. MR. ABUBAKAR DABO IBRAHIM
(TRADING UNDER THE NAME AND STYLE OF
QUANTIC AXELLE TRADING COMPANY)
2. MR. IBRAHIM OLOWOGOLD BABATUND
(TRADING UNDER THE NAME AND STYLE OF
REXEL MERCHANTS ENTERPRISES)
3. MR ADEWALE SAKIRU ADESESAN
(TRADING UNDER THE NAME AND STYLE OF
NOUVELL MERCHANTS COMPANY)

PLAINTIFFS / APPLICANTS

AND

1. NIGERIA CUSTOM SERVICES
2. NIGERIAN PORT AUTHORITY (NPA)
3. PORT AND TERMINAL MULTISERVICES LIMITED
(PTML TERMINAL)
4. GRIMALDI AGENCY NIGERIA LIMITED

DEFENDANTS/RESPONDENTS



ORDER

UPON THIS MOTION EXPARTE dated 21/10/2025 and filed 22/10/2025 coming up before this Hon. Court for hearing today praying for the following orders:

1. AN ORDER OF INTERIM INJUNCTION restraining Defendants/Respondents (Respondents), their agents, servants, assigns, privies or any other person or entity acting for or through them, from taking any step, or act towards changing, replacing, selling, re-auctioning moving, tampering with, or in any way dealing with the Applicants' cargoes identified as
GCNU4730910, TULU1299741, GCNU5601990
GCNU4714800, TULU1298811, ACLU9688146
ACLU976660, GCNU5601687, GCNU4768140
GCNU5602106, ACLU9732613, GCNU5600417
ACLU9788886, GCNU1334833, GCNU4797847
ACLU9698530, GCNU4753746, MEDU896327.

M. J. BUSARI (MKS)
CERTIFIED TRUE COPY
Asst. Chief Executive Officer
Federal High Court
Ikoyi, Lagos.

Agd
18/11/25

and MEDU7859074, pending the hearing and determination of the Motion on Notice in this Suit.

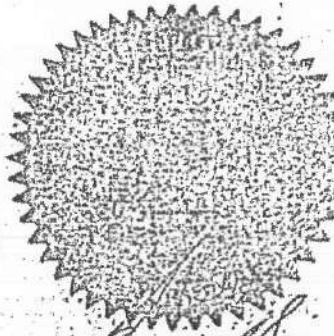
2. **AN INTERIM ORDER OF THIS HONOURABLE COURT** directing the respondents to, within 7 days of this Order, deliver or deposit the above-listed auctioned cargo containers in a secure bonded warehouse operated by GT Trans and Logistics Services located at No. 51, Naval Dockyard Road, Osodi Apapa Road, Apapa, Lagos and under the supervision of the Chief Registrar of the Federal High Court Ikoyi, Lagos, at the full expense of the Applicants, pending the hearing and determination of the Motion on Notice in this Suit.
3. **AN ORDER** directing all parties to maintain the status quo ante bellum pending the hearing and determination of the Motion on Notice in this Suit, by refraining from taking any further step or action whatsoever in relation to the cargoes that form the subject matter of this Suit.
4. **AND FOR SUCH FURTHER ORDER OR ORDERS** as this Honourable Court deems fit to make in the circumstances of this case.

UPON READING THE MOTION EXPARTE and the sworn Affidavit of Mr. Adewale Shakiru Adesesan, Businessman of No. 12 Uzar Street, Ajegunle, Lagos State deposed therein.

AFTER HEARING F. Ogun Esq., with C. Osiwusonya Esq., Learned Counsel for the Plaintiffs/Applicants.

IT IS HEREBY ORDERED AS FOLLOWS:

- (1) Order as prayed in terms of prayer 1 and 2 only.
- (2) That Interim order is granted restraining the Defendants/Respondents, their agents, servants, assigns, privies or any other person or entity acting for or through them, from taking any step, or act towards changing, replacing, selling, re-auctioning, moving, tampering with, or in any way dealing with the Applicants' cargoes identified as: GCNU4730910, TULU1299741, GCNU5601990, GCNU4714800, TULU1298811, ACLU9688146, ACLU976660, GCNU5601687, GCNU4768140, GCNU5602106, ACLU9732613, GCNU5600417, ACLU9788886, GCNU1334833, GCNU4797847, ACLU9698530, GCNU4753746, MEDU8963273 and MEDU785-



HON. JUSTICE I. A. KALA
PRESIDING JUDGE

M. J. BUSARI (MKS)
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Asst. Chief Executive Officer
Federal High Court
Ikoyi, Lagos.

18/11/2023

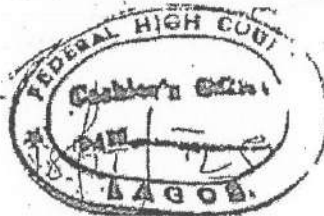
9074, pending the hearing and determination of the Motion on Notice in this Suit.

- (3) That the Respondents are directed to release the above listed auctioned cargo containers to be kept in a secure bonded warehouse operated by GT Trans and Logistics Services located at No. 51, Naval Dockyard Road, Osodi Apapa Road, Apapa, Lagos within 7 days of this order, and under the supervision of the Chief Registrar of the Federal High Court Ikoyi, Lagos, at the full expense of the Applicants, pending the hearing and determination of the Originating Summons dated and filed 22/10/2025.

ISSUED AT LAGOS UNDER THE SEAL OF THIS COURT
AND THE HAND OF THE PRESIDING JUDGE THIS
17TH DAY OF NOVEMBER, 2025.


B. C. CHUKWU
REGISTRAR

M. J. BUSARI (MRS)
CERTIFIED TRUE COPY
Asst. Chief Executive Officer
Federal High Court
Ikoyi, Lagos.



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IN THE FEDERAL HIGH COURT
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

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SUIT NO: FHC/L/CS/2149/2025

BETWEEN:

1. MR. ABUBAKAR DABO IBRAHIM
(TRADING UNDER THE NAME AND STYLE OF QUANTIC AXELLE TRADING COMPANY) }
2. MR. IBRAHIM OLOWOGOLD BABATUNDE
(TRADING UNDER THE NAME AND STYLE OF REXEL MERCHANTS ENTERPRISES) } ...PLAINTIFFS/
3. MR. ADEWALE SAKIRU ADESEAN
(TRADING UNDER THE NAME AND STYLE OF NOUVELL MERCHANTS COMPANY) } RESPONDENTS

AND

1. NIGERIA CUSTOMS SERVICES }
2. NIGERIAN PORT AUTHORITY (NPA) }
3. PORT AND TERMINAL MULTISERVICES LIMITED (PTML) }
4. GRIMALDI AGENCY NIGERIA LIMITED } ...RESPONDENTS

PARALLEX BANK LIMITED

} ...PARTY AFFECTED
BY ORDER OF COURT/
APPLICANT

ON NOTICE TO:

1. THE DEPUTY SHERIFF, FEDERAL HIGH COURT,
LAGOS
2. CHIEF REGISTRAR, FEDERAL HIGH COURT,
LAGOS
3. GT TRANS AND LOGISTICS SERVICES

MOTION ON NOTICE

BROUGHT PURSUANT TO ORDER 26 OF THE FEDERAL HIGH COURT
(CIVIL PROCEDURE) RULES 2019; SECTION 6 (6) OF THE CONSTITUTION OF
THE FEDERAL REPUBLIC OF NIGERIA 1999 (AS AMENDED) AND UNDER
THE INHERENT JURISDICTION OF THIS HONOURABLE COURT

TAKE NOTICE that this Honourable Court will be moved on the _____ day of
_____ 2025 at the hour of 9 o'clock in the forenoon or so soon
thereafter, as counsel may be heard on behalf of the Party affected by order of
court / Applicant praying this Honourable Court for the following orders:

1. **AN ORDER** of this Honourable Court discharging, vacating and/ or setting aside the *ex parte* orders of this Honourable Court made on the 17th day of November, 2025, pursuant to the Plaintiffs/ Respondents' motion *ex parte* dated 21st October, 2025 and filed on the 22nd day of October, 2025.
2. **AN ORDER** of this Honourable Court staying the execution or further execution of and/ or suspending compliance or further compliance with the *ex parte* orders or all steps, actions or activities relating to the *ex parte* orders of this Honourable Court made in this suit on the 17th day of November, 2025, pursuant to the Plaintiffs/ Respondents' motion *ex parte* dated 21st October, 2025 and filed on the 22nd day of October, 2025, by or through any means, howsoever described, pending the hearing and determination of the instant application.

CONSEQUENT ON THE ABOVE:

3. **AN ORDER** of this Honourable Court joining the Party affected by order of court/ Applicant ('Applicant') as a necessary party, for the purpose of delivering a Notice of Preliminary Objection to this suit, on ground of abuse of Court process, and/ or as a Defendant to this suit.
4. **AN ORDER** of this Honourable Court staying proceedings or further proceedings and/ or the hearing of all pending applications or processes filed and/ or that may be filed by the Plaintiffs/ Respondents in this suit, pending the hearing and determination of the instant application.

AND SUCH FURTHER OR OTHER ORDER(S) as this Honourable Court may deem fit to make in the circumstances of this case.

FURTHER TAKE NOTICE THAT the grounds upon which the instant application is brought are as follows:

- (1.) The *ex parte* orders of this Honourable Court granted on the 17th day of November, 2025, pursuant to the Plaintiffs/ Respondents' motion *ex parte* dated 21st October, 2025 and filed on the 22nd day of October, 2025, were obtained by the

Plaintiffs/ Respondents upon gross and deliberate misrepresentation, suppression and concealment of material facts by the Plaintiffs/ Applicants.

- (2.) The subject of this suit is already subject of multiple suits or proceedings in different Courts (mostly before different judges of the Federal High Court), including but not limited to:
- (a.) Suit No: FHC/L/CS/1774/2025, between Paralex Bank Limited v FHT Mega Express Limited & 4 Ors; pending before Honourable Justice Lewis-Allagoa (recently transferred to Honourable Justice Owoeye) of the Federal High Court, Lagos.
 - (b.) Suit No: MCL/ 392/MISC/2025; between Mr. Abubakar Dabo Ibrahim (trading under the name and style of Quantic Axelle Trading Company) & 2 Ors. v. Grimaldi Agency Limited, pending at the Magistrate Court, Tinubu, Lagos.
 - (c.) Suit No: FHC/L/MISC/519/2025; In the matter of Condemnation Proceedings by the Nigeria Customs Service, pending before Honourable Justice Ibrahim Ahmed Kala of the Federal High Court, Lagos;
- (3.) In view of the sameness of subject matter, parties and issues between the above-listed suits and the instant suit, as well as the nature of the reliefs sought by the Plaintiffs/ Respondents, the Applicant is a necessary and desirable party without whose presence the proceedings in this suit, whether already conducted or yet to be conducted, cannot be fairly, effectually or completely adjudicated upon.
- (4.) Having regard to the pendency of the suits listed in paragraph (2) above, the instant suit constitutes an abuse of Court process and amounts to a multiplicity of actions, as it borders on the same subject matter, between the same or substantially similar parties and on the same or substantially similar issues already submitted for adjudication before Courts of competent jurisdiction.

- (5.) By reason of the abusive nature of this suit, this Honourable Court lacks the jurisdiction to entertain or adjudicate upon this suit, or to hear and determine the Plaintiffs/ Respondents' motion *ex parte* dated 21st October, 2025 and filed on the 22nd of October, 2025, or to grant the *ex parte* orders made on the 17th day of November, 2025.
- (6.) The *ex parte* orders of this Honourable Court made on the 17th day of November, 2025 were made in violation of the Defendants/ Respondents and Applicant's right to fair hearing, with respect to the subject matter of this suit.
- (7.) Having filed the motion *ex parte* (dated 21st October, 2025), pursuant to which the *ex parte* orders of this Honourable Court were granted, on filed on the 22nd of October, 2025, there was no real urgency necessitating the grant of the said application without notice to the Defendants/ Respondents or other interested parties.
- (8.) This Honourable Court possesses the inherent powers to discharge, vacate or set aside its *ex parte* orders made on the 17th day of November, 2025, particularly as such orders were obtained by suppression of material facts, in abuse of Court process, made without jurisdiction and in violation of the Defendants/ Respondents and Applicant's right to fair hearing.

Dated this 27th day of November, 2025

Prof. 'Kemi Pinheiro, OFR, SAN, LLD, FCI Arb.,
Chukwudi Enebeli, SAN.,

SIGNED BY: Ridwan Ayanbiyi, Esq.,

Prince Elebor, Esq.,

Nunu Omoruyi, Esq.,

Akinloluwa Tokede, Esq.,

PINHEIRO LP,

Applicant's Counsel

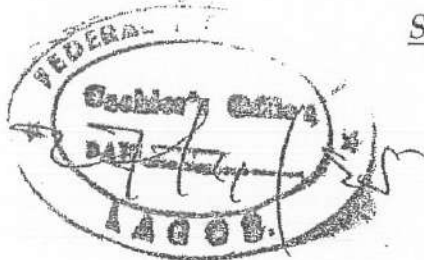
5/7, Folayemi Street,

Off Coker Road, Ilupeju, Lagos.

Tel: 08022259872, 08143233555

E-mail: admin@pinheirolp.com; pinheirolp1995@gmail.com

URL://<http://www.pinheirolp.com>



FOR SERVICE ON:

1. The Plaintiffs/ Respondents,
C/o their counsel,
Festus Ogun,
Festus Ogun Legal,
Suite 15, Phase 3 LSDPC,
Office Complex,
Oba Ogunji Road,
Ogba, Ikeja, Lagos.
2. The 1st Defendant/ Respondent,
The Nigeria Customs Services,
Tin-can Port, Apapa,
Lagos.
3. The 2nd Defendant/ Respondent,
Nigerian Ports Authority,
26/28, Alakoro Marina Street,
Lagos.
4. The 3rd Defendant/ Respondent,
Port and Terminal Multiservices Limited,
PTML Terminal,
Tin-can Port,
Apapa, Lagos.
5. The 4th Defendant/ Respondent,
Grimaldi Agency Nigeria Limited,
Grimaldi Port Complex,
Tin-can Island Port,
PTML Terminal,
Apapa, Lagos.

ON NOTICE TO:

1. The Deputy Sheriff,
Federal High Court,
Lagos.
2. The Chief Registrar,
Federal High Court,
Lagos.

IN THE FEDERAL HIGH COURT
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

SUIT NO: FHC/L/CS/2149/2025

BETWEEN:

- | | | |
|--|---|----------------|
| 1. MR. ABUBAKAR DABO IBRAHIM | } | |
| (TRADING UNDER THE NAME AND STYLE OF QUANTIC AXELLE TRADING COMPANY) | } | |
| 2. MR. IBRAHIM OLOWOGOLD BABATUNDE | } | |
| (TRADING UNDER THE NAME AND STYLE OF REXEL MERCHANTS ENTERPRISES) | } | ...PLAINTIFFS/ |
| 3. MR. ADEWALE SAKIRU ADESESAN | } | RESPONDENTS |
| (TRADING UNDER THE NAME AND STYLE OF NOUVELL MERCHANTS COMPANY) | } | |

AND

- | | | |
|---|---|----------------|
| 1. NIGERIA CUSTOMS SERVICES | } | |
| 2. NIGERIAN PORT AUTHORITY (NPA) | } | |
| 3. PORT AND TERMINAL MULTISERVICES LIMITED (PTML) | } | |
| 4. GRIMALDI AGENCY NIGERIA LIMITED | } | ...RESPONDENTS |

PARALLEX BANK LIMITED	}	...PARTY AFFECTED BY ORDER OF COURT/ APPLICANT
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ON NOTICE TO:

1. THE DEPUTY SHERIFF, FEDERAL HIGH COURT,
LAGOS
2. CHIEF REGISTRAR, FEDERAL HIGH COURT,
LAGOS
3. GT TRANS AND LOGISTICS SERVICES

AFFIDAVIT IN SUPPORT OF MOTION ON NOTICE (RE: APPLICATION
TO SET ASIDE, DISCHARGE AND/OR VACATE)

I, Olalekan Akinola, Male, Christian, Nigerian Citizen of Plot 1261, Adeola Hopewell Street, Victoria Island, Lagos, do hereby make oath and state as follow:

1. I am a Legal Officer in the Legal Department of the Party affected by order of court / Applicant ('Applicant') bank, by virtue of which position I am conversant with the facts deposed hereto.

2. I have the consent and authority of the Applicant to depose to this Affidavit.
3. Except otherwise stated, the facts herein deposed are within my knowledge, information and belief.
4. The Plaintiffs/ Respondents commenced this suit vide originating processes dated 21st October, 2025 and filed on the 22nd day of October, 2025, for declaratory and other reliefs against the Defendants/ Respondents.
5. The reliefs sought and endorsed on the originating processes filed by the Plaintiffs/ Respondents relate to, touch on and border on cargoes identified as GCNU4730910, TULU1299741, GCNU5601990, GCNU4714800, TULU1298811, ACLU9688146, ACLU9766660, GCNU5601687, GCNU4768140, GCNU5602106, ACLU9732613, GCNU5600417, ACLU9788886, GCNU1334833, GCNU4797847, ACLU9698530, GCNU4753746, MEDU8963273 and MEDU7859074 ('the cargoes'), all of which form the subject matter of this suit.
6. On the 17th day of November, 2025, pursuant to the Plaintiffs/Respondents' motion *ex parte* dated 21st October, 2025 (filed on the 22nd of October, 2025), this Honourable Court granted far-reaching *ex parte* orders against the Defendants/ Respondents relating to the cargoes. The enrolled orders of this Honourable Court form part of the records of this Honourable Court.
7. A perusal of the afore-referenced *ex parte* orders reveals, amongst other things, that the said orders were granted pursuant to the Plaintiffs/Respondents' motion *ex parte* dated 21st October, 2025 (filed on the 22nd of October, 2025) and upon the Plaintiffs/ Respondents' claim to the cargoes as new owners or buyers of the said cargoes.
8. Prior to the instant suit and grant of the *ex parte* orders of this Honourable Court, the 1st Defendant herein equally filed a motion *ex parte* at the Federal High Court in Suit No: FHC/L/MISC/519/2025; In the matter of **Condemnation Proceedings** by the Nigeria Customs Service and obtained *ex parte* orders of Court, Coram: Ibrahim Ahmed Kala J, seeking leave to auction the cargoes subject matter of this suit. Now shown to me and herewith attached and marked as **Exhibit A** is a certified true copy of the said orders.

9. Upon discovery of the *ex parte* proceedings being conducted by the Nigeria Customs with respect to the cargoes, over which the Applicant herein has a right of lien, the Applicant filed a motion on notice seeking to set aside the said *ex parte* orders. Now shown to me and herewith attached and marked as Exhibit B is a copy of the said motion on notice.
10. Also, the Applicant had filed a suit at the Federal High Court against FHT Mega Express Limited in Suit No: FHC/L/CS/1774/2025, between Paralex Bank Limited v FHT Mega Express Limited & 4 Ors.
11. The above suit borders on the indebtedness of FHT Mega Express Limited to the Applicant, which debt arose from the outstanding obligations of FHT Mega Express Limited under the Letters of Credit opened in favour of the latter. The said Letters of Credit were opened in favour of FHT Mega Express Limited for purchase and importation of the cargoes subject matter of this suit.
12. In addition to the claim for the debt owed the Applicant by FHT Mega Express Limited, the Applicant also seeks the leave or order of the Court to sell the cargoes subject matter of this suit and apply proceeds of the said sale towards part-satisfaction of the debt, in exercise of its right of lien over the cargoes. Now shown to me and herewith attached and marked as Exhibit C is a copy of the Writ of Summons and Statement of Claim filed in Suit No: FHC/L/CS/1774/2025.
13. On the 14th day of October, 2025, the Federal High Court, Coram: Lewis-Allagoa J, made an order (*inter-parties*), directing parties to maintain *status quo* with respect to the cargoes subject matter of this suit (which also form subject matter of Suit No: FHC/L/CS/1774/2025), pending the hearing and determination of applications which are pending before the Court. Now shown to me and herewith attached and marked as Exhibit D is a Certified True Copy of the said orders.
14. The above suit was subsequently transferred from Honourable Justice Lewis-Allagoa to Honourable Justice Owoeye, under questionable circumstances.
15. At the Federal High Court in Suit No: FHC/L/CS/1774/2025, FHT Mega Express Limited is being represented by Chukwudi Adiukwu SAN of Duke Licit Advocates.

16. Meanwhile, during the pendency of the above suit, the Plaintiffs/ Respondents herein filed Suit No: MCL/ 392/MISC/2025; between Mr. Abubakar Dabo Ibrahim (trading under the name and style of Quantic Axelle Trading Company) & 2 Ors. v. Grimaldi Agency Limited at the Magistrate Court against the 4th Defendant/ Respondent herein and obtained *ex parte* orders directing release of the cargoes subject matter of this suit (which also form subject matter of Suit No: MCL/ 392/MISC/2025. Now shown to me and herewith attached and marked as Exhibit E is a Certified True Copy of the said orders.
17. Following discovery of the *ex parte* proceedings being conducted by the Plaintiffs/ Respondents herein in Suit No: MCL/ 392/MISC/2025, the Applicant herein filed a motion on notice seeking to set aside the said orders, on multiple grounds of abuse of Court process and suppression of facts. Now shown to me and herewith attached and marked as Exhibit F is a copy of the said motion on notice.
18. At the Magistrate Court in Suit No: MCL/ 392/MISC/2025, the Plaintiffs herein were represented by Eric Ikwele, Egoh Wisdom and O.G. Ajanaku of Robert Clarke SAN & Ade Oshodi Partners. Now shown to me and herewith attached as Exhibit G is a copy of a letter authored by the law firm of Robert Clarke SAN & Ade Oshodi Partners in respect of Suit No: MCL/ 392/MISC/2025.
19. While the above suits, proceedings and processes were pending, FHT Mega Express Limited filed another abusive suit at the State High Court in Suit No: LD/ADR/6143/2025; between FHT Mega Express Limited v. Paralex Bank Limited, seeking reliefs touching on the Letters of Credit subject matter of Suit No: FHC/L/CS/1774/2025. Now shown to me and herewith attached and marked as Exhibit G1 is a copy of the Writ of Summons and Statement of Claim filed in the said suit.
20. The Writ of Summons, Statement of Claim and other accompanying processes in Suit No: LD/ADR/6143/2025 were filed on behalf of FHT Mega Express Limited by Chukwudi Adiukwu SAN and Olasunkanmi A. Oladiran of Duke Licit Advocates. However, proceedings in the said suit were undertaken by Adedayo Oshodi SAN with Egoh Wisdom and O.G. Ajanaku of Robert Clarke SAN & Ade Oshodi Partners. Now shown to me and herewith attached and marked as Exhibit G2 is a copy of the Record of Proceeding of the 6th day of November, 2025.
21. Upon failure to obtain *ex parte* orders in Suit No: LD/ADR/6143/2025, the said was discontinued by FHT Mega Express Limited and the said suit was accordingly struck out. In the said suit, the Court, Coram: Muyideen

I pronounced that Adedayo Oshodi SAN, Egoh Wisdom and O.G. Ajanaku of Robert Clarke SAN & Ade Oshodi Partners and the firm of Duke Licit Advocates, representing the Plaintiffs/ Respondents herein (in Suit No: MCL/ 392/MISC/2025 and FHT Mega Express Limited) are the same team of lawyers. Now shown to me and herewith attached and marked as Exhibit H and I are the Notice of Discontinuance and record of proceedings in Suit No: LD/ADR/6143/2025.

The Applicant is a Necessary Party to this Suit:

22. The Applicant has a direct, substantial and legally protectable interest in the cargoes which form the subject matter of this suit, same being the goods imported pursuant to Letters of Credit financed and issued by the Applicant in favour of FHT Mega Express Limited.
23. The Applicant is exercising a right of lien over the said cargoes in Suit No: FHC/L/CS/1774/2025 and has also taken steps in other pending suits to protect its proprietary interest.
24. The determination of the rights and obligations of the parties in this suit, including the ownership, custody, release or sale of the cargoes, will substantially and adversely affect the Applicant's interests if made in its absence.
25. The *ex parte* orders made on the 17th day of November, 2025 and any other orders which may be made in this suit, have the inevitable effect of compromising, extinguishing or undermining the Applicant's extant rights in the pending suits.
26. I was informed by 'Kemi Pinheiro, OFR, SAN, FCI Arb., lead counsel for the Applicant, via telephone conversation on the 26th day of November, 2025 at about 5:00pm, during a review of the case file in respect of this case and I verily believe him as follows:
 - (a.) That the *ex parte* orders of this Honourable Court granted on the 17th day of November, 2025, pursuant to the Plaintiffs/ Respondents' motion *ex parte* dated 21st October, 2025 and filed on the 22nd day of October, 2025, were obtained by the Plaintiffs/ Respondents upon gross and deliberate misrepresentation, suppression and concealment of material facts by the Plaintiffs/ Applicants.

- (b.) That in view of the sameness of subject matter, parties and issues between the above-listed suits and the instant suit and the Applicant's exercise of right of lien over the cargoes in Suit No: FHC/L/CS/1774/2025, the Applicant is a necessary and desirable party without whose presence the proceedings in this suit, whether already conducted or yet to be conducted, cannot be fairly, effectually or completely adjudicated upon.
- (c.) That having regard to the pendency of Suit No: FHC/L/MISC/519/2025, Suit No: FHC/L/CS/1774/2025, Suit No: MCL/ 392/MISC/2025 and Suit No: LD/ADR/6143/2025, the instant suit constitutes an abuse of Court process and amounts to a multiplicity of actions, as it borders on the same subject matter, between the same or substantially similar parties and on the same or substantially similar issues already submitted for adjudication before Courts of competent jurisdiction.
- (d.) That by reason of the abusive nature of this suit, this Honourable Court lacks the jurisdiction to entertain or adjudicate upon this suit, or to hear and determine the Plaintiffs/ Respondents' motion *ex parte* dated 21st October, 2025 and filed on the 22nd of October, 2025, or to grant the *ex parte* orders made on the 17th day of November, 2025.
- (e.) That the Applicant's presence in this suit is necessary to avoid a multiplicity of inconsistent orders.
- (f.) That the *ex parte* orders of this Honourable Court made on the 17th day of November, 2025 were made in violation of the Defendants/ Respondents and Applicant's right to fair hearing, with respect to the subject matter of this suit.
- (g.) That having filed the motion *ex parte* (dated 21st October, 2025), pursuant to which the *ex parte* orders of this Honourable Court were granted, on filed on the 22nd of October, 2025, there was no real urgency necessitating the grant of the said application without notice to the Defendants/ Respondents or other interested parties.

(h.) That this Honourable Court possesses the inherent powers to discharge, vacate or set aside its *ex parte* orders made on the 17th day of November, 2025, particularly as such orders were obtained by suppression of material facts, in abuse of Court process, made without jurisdiction and in violation of the Defendants/ Respondents and Applicant's right to fair hearing.

27. The justice of this case will be best served if the *ex parte* orders of this Honourable Court made on the 17th day of November, 2025 are set aside, discharged and/or vacated.
28. Unless this Honourable makes an order execution staying the execution or further execution of and/ or suspending compliance or further compliance with the *ex parte* orders made in this suit on the 17th day of November, 2025, pending the hearing and determination of the instant application, the res subject matter of this suit as well as Suit No: FHC/L/MISC/519/2025, Suit No: FHC/L/CS/1774/2025, Suit No: MCL/392/MISC/2025 and Suit No: LD/ADR/6143/2025 will be obliterated.
29. Unless the Applicant is joined as a party to this suit, this Honourable Court will be unable to effectually and completely adjudicate upon the issues before it, particularly as the instant suit borders on the same cargoes, same transactions, same Letters of Credit and substantially similar reliefs that are the subject of Suit No: FHC/L/MISC/519/2025, Suit No: FHC/L/CS/1774/2025, Suit No: MCL/392/MISC/2025 and Suit No: LD/ADR/6143/2025.
30. Unless this Honourable Court urgently intervenes by setting aside, discharging and/ or vacating the *ex parte* orders made on the 17th day of November, 2025, the Plaintiffs/Respondents may take further steps pursuant to the said orders that will irreversibly prejudice the Applicant's proprietary interests in the cargoes
31. Unless this Honourable Court stays the operation of the said *ex parte* orders, pending the hearing and determination of this application, the various Courts already seised of the subject matter in Suit No: FHC/L/MISC/519/2025, Suit No: FHC/L/CS/1774/2025, Suit No: MCL/392/MISC/2025 and Suit No: LD/ADR/6143/2025 may be confronted with a *fait accompli*, thereby undermining the due administration of justice.

32. Unless the said *ex parte* orders made on the 17th day of November, 2025 are immediately suspended, the Plaintiffs/Respondents may proceed to procure the removal, release or dissipation of the cargoes, which will render nugatory the subsisting orders of the Federal High Court directing parties to maintain *status quo* in Suit No: FHC/L/CS/1774/2025 and will defeat the Applicant's right of lien over the cargoes being exercised in a pending suit.
33. Unless this Honourable Court preserves the *res* by the grant of the instant application, the Applicant stands to suffer irreparable and substantial loss that cannot be adequately compensated by damages, as the cargoes constitute the primary security for the indebtedness owed to the Applicant, jurisdiction in respect of which the Courts in Suit No: FHC/L/MISC/519/2025, Suit No: FHC/L/CS/1774/2025, Suit No: MCL/392/MISC/2025 and Suit No: LD/ADR/6143/2025 are seised.
34. Unless this Honourable Court sets aside, discharges and/ or vacates the *ex parte* orders made on the 17th day of November, 2025, the Applicant's motions on notice filed in Suit No: FHC/L/MISC/519/2025 and Suit No: MCL/392/MISC/2025 will be rendered academic, futile and incapable of being meaningfully determined.
35. I depose to this affidavit in good faith, conscientiously believing the contents to be true and correct and in accordance with the Oaths Act, 2004.

SWORN to at the Federal High Court Registry, Ikoyi,
this 27th day of Nov, 2025


DEPONENT

BEFORE ME

COMMISSIONER FOR OATHS
A. M. TOPOMO-ADENIGBO (MRS)



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

SUIT NO: CV/4737/25

BETWEEN

**FHT MEGA EXPRESS LIMITED
RESPONDENT**

AND

1. PARALLEX BANK LIMITED

2. CENTRAL BANK OF NIGERIA (CBN) }

3. NIGERIA DEPOSIT INSURANCE CORPORATION (NDIC) }
**...DEFENDANTS/
RESPONDENTS**

**}...CLAIMANT/
HIGH COURT OF FCT ABUJA
REGISTRAR
HASSAN A. SADIQ
Sign: 14/11/25
}...DEFENDANT/OBJECTOR**

**WRITTEN ADDRESS IN SUPPORT OF NOTICE OF PRELIMINARY
OBJECTION**

1.0 INTRODUCTION

1.01 This written address is being delivered on behalf of the 1st Defendant/ Objector ('Objector') in support of the Objector's Notice of Preliminary Objection ('the instant objection') raised against the jurisdiction of this Honourable Court to entertain this suit.

1.02 The grounds upon which the instant objection is predicated are copiously stated on the face of the application. Contemporaneously with the instant address, the Objector has filed a 33-paragraph affidavit deposed to by Mrs Cynthia Akunaeziri, Manager in the Objector bank. Heavy reliance is placed on the paragraphs of the affidavit, together with the exhibit(s) attached thereto.

1.03 We will contend in this written address that the instant application is meritorious and ought to be granted, as presented.

2.0 STATEMENT OF RELEVANT FACTS

2.01 The facts relevant for the just and effective determination of the instant objection are as contained in the affidavit in support of the objection. We most respectfully commend same to your Lordship.

3.0 ISSUES FOR DETERMINATION

3.01 It is respectfully submitted that for the purpose of consideration of the instant objection, the issues that arise for determination, are:

- (1.) Whether, in view of the pendency of Suit No: FHC/L/CS/1774/2025, Suit No: MISC/392/MISC/2025 and Suit No: FHC/L/CS/2149/2025, filed prior to the instant suit on the same subject matter and between the parties, as well as the *mala fide* institution and withdrawal of Suit No: LD/ADR/6143/2025 (following failed attempt to obtain *ex parte* orders of Court therein), the instant suit is not an abuse of court process and liable to be dismissed.
- (2.)
 - (a) whether this Honourable Court does not lack the territorial jurisdiction to entertain this suit, the transaction from which the suit arose suit having occurred in Lagos State, outside the jurisdiction of this Honourable Court; and/ or
 - (b) Whether (assuming this Court has territorial jurisdiction) this suit is not incompetent, the Writ of Summons filed herein having not been endorsed for service on the Objector in Lagos State, and the fact that the transaction which gave rise to the suit occurred in Lagos State, outside the jurisdiction of this Honourable Court.

4.0 ARGUMENTS ON ISSUES

ISSUES 1 AND 2 ARGUED TOGETHER

4.01 Under this issue, it is the contention of the Objector that the instant suit is a deliberate and *mala fide* attempt to re-litigate issues already pending before other courts, to circumvent the results of previously discontinued or refused proceedings, and to vex, annoy and harass the Objector, thereby constituting a gross abuse of court process. The *hydra-headed cocoon* of abuse of Court process with which the instant is suit is characterised is one which has reared its head in previous suits improperly commenced by the 1st Respondent and despite the Objector's efforts to resist it, continues to be deployed to vex and irritate both the Objector and Courts of different jurisdictions. By the instant application, the Objector calls upon the Court to condemn the 1st Respondent's recidivist act of abuse of Court process and *nail the instant and future attempt(s) at abuse in the coffin*.

- 4.02 This is *a fortiori* as the 1st Respondent has succeeded (albeit a *pyrrhic victory*) in using the instrumentality of the abuse to obtain ex parte orders from this Honourable Court, which orders this Honourable Court would not have granted had the fact of pre-existence of the earlier suits been brought to its attention.
- 4.03 The term “Abuse of Court Process” has no generally accepted meaning. However, abuse of Court process becomes manifest and apparent when the court process is used to annoy and irritate the adverse party. See: *Dumez (Nig) Plc vs. UBA Plc* (2006) 14 NWLR pt. 1000 pg. 515.
- 4.04 In the case of *Ogoejofo vs. Ogoejofo* (2002) 12 NWLR pt. 780 pg. 171 at 185, cited by Bada JCA in the case of *Chime vs. Onyia* (2009) 2 NWLR pt. 1124 pg. 1, Karibi – Whyte JSC stated that:

“The concept of abuse of judicial process is imprecise. It involves circumstances and situation of infinite varieties and conditions. It’s one common feature is improper use of the judicial process by a party in litigation to interfere with the due administration of justice. It is recognised that the abuse of process may lie in both a proper and improper use of the judicial process in litigation. But the employment of judicial process is only regarded generally as an abuse when a party improperly uses the issue of the judicial process to the irritation and annoyance of his opponent and the efficient and effectual administration of justice.”

See also: *O.S.S.I.E.C vs. NCP* (2013) 9 NWLR pt. 1360 pg. 451; *Igbeke vs. Okadigbo* (2013) 12 NWLR pt. 1368 pg. 225; *Wazir vs. Gumel* (2012) 9 NWLR pt. 1304 pg. 185.

- 4.05 Similarly, in the case of *Stabilini Visioni (Nig.) Ltd. v. S. V. Ltd.* (2011) 8 NWLR (Pt. 1249) 258, the Court held as follows:

“An abuse of court process occurs when a party improperly uses the judicial process to the irritation and the annoyance of his opponent, such as instituting a multiplicity of actions on the same subject matter against the same opponent on the same issues. It is not the existence or pending of a previous suit that causes the problems. Rather, it is the institution of a fresh action between the same parties and on the same subject matter when the previous suit has not yet been disposed of that constitute abuse of court process.”

- 4.06 It is the law that the filing of another suit during the pendency of an earlier suit on the same subject matter and between the same parties, when such earlier suit is yet to be disposed of, amounts to an abuse of process of court. What we are saying is that the multiplicity of actions on the same

subject matter, between the same parties, even when there exists a purported right to bring the action, is regarded as an abuse. See: **Donald vs. Saleh (2015) 2 NWLR pt. 1444 pg. 529; Ntuks vs. NPA (2007) 13 NWLR pt. 1051 pg. 392.**

- 4.07 We invite this Honourable Court to the pronouncement of Ogbuinya JCA in the case of **Donald vs. Saleh (2015) 2 NWLR pt. 1444 pg 529 at 569**, where His Lordship held that:

“It is plain to me that the appellants’ actions are a classic manifestation of multiplication of suits against the respondents with the unavoidable potential to irritate, vex and annoy them.

Unarguably, the appellants possess the constitutional right to ventilate their grievances in courts of law, but that right is violable as it is subject to proper use. In the eyes of the law, the appellants’ intention/motive in proliferating the actions against the respondents is of no moment... The appellants’ exercise of their right is malafide and bereft of bonafide...”

- 4.08 Having laid the necessary foundation above, we now respectfully invite this Honourable Court to consider the improper, vexatious and abusive nature of the instant suit when placed side-by-side with the pre-existing suits, including but not limited to **Suit No: FHC/L/CS/1774/2025, Suit No: MISC/392/MISC/2025, Suit No: LD/ADR/6143/2025 and Suit No: FHC/L/CS/2149/2025.** The abusive is even more poignant when viewed against the backdrop of the 1st Respondent’s established pattern of deploying judicial processes to the irritation, vexation and annoyance of the Objector.
- 4.09 As though this were not enough, the 1st Respondent has persistently treated the Courts of the Federal Republic of Nigeria as a forum for opportunistic litigation; approaching one Court after another in search of favourable orders and, where such orders are not forthcoming, abandoning the proceedings only to re-enter another Court with the same grievances already subject of a pre-existing suit. This conduct is what the Courts have consistently condemned as forum-shopping, and it represents one of the clearest manifestations of abuse of court process.
- 4.10 An appreciation of the proceedings in the earlier suit demonstrates unequivocally that the present action is not only duplicative but was contrived to undermine the jurisdiction of the Federal High Court and to overreach the Objector. We shall proceed to conduct the analysis in succeeding paragraphs.

Suit No: FHC/L/CS/1774/2025

- 4.10 The referenced action was instituted by the Objector at the Federal High Court, Lagos Judicial Division, in **Suit No: FHC/L/CS/1774/2025: Paralex Bank Limited v FHT Mega Express Limited & 4 Ors**, as a debt-recovery action. The suit seeks to recover the substantial indebtedness owed by the 1st Respondent to the Objector arising from the Letters of Credit opened in favour of the 1st Respondent by the Objector. A careful examination of the Writ of Summons and Statement of Claim in the said suit (annexed to the Affidavit filed contemporaneously with this Written Address and marked **Exhibit A**) makes it abundantly clear that the action at the Federal High Court was filed for judgment in the sum of **N4,500,000,000.00 (Four Billion, Five Hundred Million Naira only)**, being the 1st Respondent's outstanding liability under the Letters of Credit and the Letters of Undertaking executed by the 1st Respondent to bear the liability. Put differently, the fulcrum of **Suit No: FHC/L/CS/1774/2025** revolves squarely around the following Letters of Credit, together with the 1st Respondent's executed Undertakings to absorb and cover all foreign exchange differentials arising therefrom:
- (a.) **PBL/23/LC/127 – Form M Number MF20230132545 for the sum of EURO1,720,000;**
 - (b.) **PBL/23/LC/061 – Form M Number MF20230085253 for the sum of EURO4,750,609;**
 - (c.) **PBL/23/LC/112 – Form M Number MP20230122580 for the sum of EURO839,648.99; and**
 - (d.) **PBL/23/LC/118 Form M Number MF20230125197 for the sum of EURO502,485.**
- 4.11 These instruments, together with the binding Letters of Undertaking executed by the 1st Respondent, constitute the core obligations, liabilities and indebtedness submitted for adjudication before the Federal High Court.
- 4.12 In addition, in **Suit No: FHC/L/CS/1774/2025**, the Objector also seeks reliefs relating to the consignments and goods financed under the Letters of Credit, subject matter of the LCs, including an order permitting the sale of the consignments and the application of the sale proceeds toward the liquidation of the 1st Respondent's indebtedness.

4.13 In **Suit No: FHC/L/CS/1774/2025**, wherein the 1st Respondent is sued as 1st Defendant, the Objector seeks the following reliefs against the 1st Respondent:

(1.) Judgment in the sum of **₦4,500,000,000.00 (Four Billion, Five Hundred Million Naira only)** against the 1st Defendant herein, being the outstanding indebtedness of the 1st Defendant to the Plaintiff herein as at the 28th July, 2025 on **the Letters of Credit issued by the Plaintiff in favour of the 1st Defendant.**

(2.) ...

(3.) ...

(4.) ...

(5.) ...

4.14 The above-referenced suit remains pending before the Federal High Court, Lagos Judicial Division. The 1st Respondent has not only filed multiple processes in that suit but has actively participated in several proceedings therein. A careful examination of the 1st Respondent's processes in **Suit No: FHC/L/CS/1774/2025** reveals that the factual narrative relied upon by the 1st Respondent in that suit is identical, in every material respect, to the same facts upon which the 1st Respondent has now anchored the claims in the present action. **In effect, the 1st Respondent has split a single cause of action into two parallel suits before courts of coordinate jurisdiction, both of which bear the same ancestry in the Letters of Credit: PBL/23/LC/061 - MF20230085253, PBL/23/LC/112 - MF 20230122580, PBL/23/LC/118- Form M Number MF20230125197 for the sum of EURO502,485 and PBL/23/LC/127 - MF20230132545.**

4.15 It is therefore unmistakably clear, indeed beyond peradventure, that **Suit No: FHC/L/CS/1774/2025** is an action instituted for the enforcement and recovery of the 1st Respondent's indebtedness arising from the very same Letters of Credit that form the bedrock and foundation of the instant suit. The substance, gravamen and factual nucleus of both actions are one and the same, making this present suit nothing more than a collateral and impermissible attempt to relitigate issues already submitted to the Federal High Court.

- 4.16 It is submitted, and this Honourable Court is respectfully urged to hold, that the institution and maintenance of the instant suit, in the face of the pending **Suit No: FHC/L/CS/1774/2025** involving the same parties, the same Letters of Credit and the same operative facts, constitutes a clear case of multiplicity of actions and an abuse of court process, which robs this Honourable Court of jurisdiction and renders the instant suit liable to be struck out or dismissed.

Suit No: LD/ADR/6143/2025

- 4.17 Prior to the commencement of the instant suit, the 1st Respondent had instituted **Suit No: LD/ADR/6143/2025** at the High Court of Lagos State and, contemporaneously therewith, brought an *ex parte* application seeking interim orders against the Objector. As demonstrated in the Affidavit in support of this Objection, although the originating processes in **Suit No: LD/ADR/6143/2025** were filed by the firm of Duke Licit Advocates, the first proceedings therein were conducted by Adedayo Oshodi, SAN, Egoh Wisdom and O.G. Ajanaku of Robert Clarke, SAN & Ade Oshodi Partners; the same firm of lawyers who appeared for the purported purchasers of the consignments financed by the Letters of Credit. This convergence of counsel, identities and subject matter is not coincidental, but rather forms part of an unbroken and deliberate pattern of procedural manipulation and abuse of court process by the 1st Respondent; and that is not all.
- 4.18 At the proceedings of the 6th day of November, 2025 conducted on behalf of the 1st Respondent by Adedayo Oshodi, SAN, Egoh Wisdom and O.G. Ajanaku of Robert Clarke, SAN & Ade Oshodi Partners, the 1st Respondent attempted to mislead the Court into granting far-reaching and global *ex parte* orders in its favour in respect of the very subject matter already pending before other courts. The Court, rightly discerning the improper nature of the invitation, declined the request for *ex parte* orders and expressly directed the 1st Respondent to put the Objector on notice. Faced with the prospect of contest on the merits, the 1st Respondent recoiled from the directive of the Court.
- 4.19 Following its failure to procure the desired *ex parte* orders, the 1st Respondent abruptly discontinued **Suit No: LD/ADR/6143/2025** on the 18th day of November, 2025 and, within less than forty-eight (48) hours thereafter (on the 20th day of November, 2025) rushed to the registry of this Honourable Court (this time, deliberately outside the territorial jurisdiction of the Lagos State High Court) to file the same claims, merely repackaged under a new suit number. If abuse of court process bore a

pseudonym, the 1st Respondent's reckless, mischievous, improper and vexatious deployment of judicial processes to taunt, harass and overreach the Objector would stand as its most graphic and classic manifestation.

- 4.20 It is submitted, and this Honourable Court is respectfully urged to hold, that the discontinuance of **Suit No: LD/ADR/6143/2025** immediately upon the refusal of *ex parte* reliefs therein, followed almost instantaneously by the institution of the instant suit seeking substantially the same reliefs before a different court, amounts to forum-shopping and a calculated abuse of court process, which renders the instant suit incompetent and liable to be dismissed.

Suit No: MISC/392/MISC/2025 and Suit No: FHC/L/CS/2149/2025

- 4.21 During the pendency of **Suit No: FHC/L/CS/1774/2025**, the 1st Respondent, hiding under the veil and disguise of alleged third parties, filed **Suit No: MCL/ 392/MISC/2025; between Mr. Abubakar Dabo Ibrahim (trading under the name and style of Quantic Axelle Trading Company) & 2 Ors. v. Grimaldi Agency Limited** at the Magistrate Court against the Objector obtained *ex parte* orders directing release of the cargoes subject matter of the afore-referenced Letters of Credit.
- 4.22 Following discovery of the *ex parte* proceedings being conducted by the 1st Respondent, through its fronts and proxies, in **Suit No: MCL/ 392/MISC/2025**, the Objector filed a motion on notice seeking to set aside the said orders, on multiple grounds of abuse of Court process and suppression of facts. As established in the Affidavit in support of the instant Objection, the team of lawyers which represented the Claimants herein in **Suit No: MCL/ 392/MISC/2025** was subsequently discovered to be the same team of lawyers which represented the 1st Respondent herein in **Suit No: LD/ADR/6143/2025**. This exposed the 1st Respondent as the principal actor behind multiple purportedly independent suits, employing third parties as a mere façade; the voice of Jacob, hands of Esau.
- 4.23 From the point of the above discovery, it became impossible for the 1st Respondent to dissociate itself from the alleged third parties or feign ignorance of other pre-existing suits filed in the same of alleged third parties, including **Suit No: MCL/ 392/MISC/2025**. Despite this discovery and while **Suit No: MCL/ 392/MISC/2025** was pending, the 1st Respondent, through its fronts and privies, filed another action at the Federal High Court in **Suit No: FHC/L/CS/2149/2025** and initially obtained *ex parte* orders of Court for release of the consignments. It was

only on the application of the Objector that the Federal High Court varied the orders and made same to abide by the pre-existing orders in **Suit No: FHC/L/CS/1774/2025**.

- 4.24 As it stands, the 1st Respondent has filed and/or sponsored the institution of at least Four (4) different suits during the pendency of the pre-existing **Suit No: FHC/L/CS/1774/2025** and has succeeded in misleading the different Courts into granting ex parte orders in Two (2) of those suits, while failing at one. It is the variation of the orders made in **Suit No: FHC/L/CS/2149/2025** and the 1st Respondent's failure to procure ex parte orders in **Suit No: LD/ADR/6143/2025** that has necessitated the filing of the instant suit. This conduct exemplifies a continuous and calculated pattern of abuse of Court process by the 1st Respondent, including the deliberate shopping for ex parte orders across multiple Courts, in blatant disregard of the principles of justice and judicial economy.

The Instant Suit

- 4.25 Despite being fully aware of the pendency of **Suit No: FHC/L/CS/1774/2025** and of the order of *status quo* made therein, the 1st Respondent filed the instant suit on the 20th day of November, 2025, obviously to steal a match on the Objector and overreach the claims in **Suit No: FHC/L/CS/1774/2025**. The 1st Respondent has approached this Honourable Court, through the back door and in bad faith, misrepresenting and suppressing facts, particularly the fact of pendency of **Suit No: FHC/L/CS/1774/2025** and the order of *status quo* made therein by the Federal High Court, to steal a match against the Objector and defeat the claims of the Objector in the said suit by obtaining the value of the Letters of Credit. This the 1st Respondent has done, without regard to legal and judicial procedure and without restraint from the institution of similar and parallel proceedings in different courts of coordinate jurisdiction, duplicating suits, to the sheer irritation and continuous annoyance of the Objector.
- 4.26 More painful and irritating to the Objector is the fact that this continuous and unending spiral of suits, particularly the instant suit, is one plagued by a stack lack of jurisdiction, but which suit is cunningly devised and pursued not to seek any genuine relief, but to scandalise and harass the Objector. The irritation. The mischief. The calculated manoeuvring. The premeditated bad faith. The brazen and blatant abuse of judicial process. It rears its head, ominous and malignant, like a familiar spectre in the corridors of judicial process, threatening to overshadow fairness, equity and the sanctity of the Court's time.

- 4.27 Perhaps, we should put this in proper perspective. The situation which the 1st Respondent has already foisted on the parties and the Courts is that while the Federal High Court, in **Suit No: FHC/L/CS/1774/2025**, has directed parties to maintain status quo with respect to the subject matter of the suit (i.e the Letters of Credit and the consignments), the 1st Respondent has misled this Honourable Court to make an order directing the 2nd and 3rd Respondents to preserve sums purporting to represent the value of the Letters of Credit, which has since been opened and used to purchase and import the consignments. The proceedings in this suit have not progressed to a determination on the merits, yet conflicting judicial commands have already begun to emerge, thereby placing the parties in an untenable position and exposing the Courts to the embarrassment of inconsistent and mutually destructive orders. Therein lies the abuse!
- 4.28 This is *a fortiori* as, prior to the institution of the instant suit, the 1st Respondent petitioned the Objector to the Consumer Protection Department of the Central Bank of Nigeria (CBN), with the same set of facts, pursuing the same purpose and seeking the same purported reliefs, thereby further evidencing a deliberate pattern of harassment, forum-shopping and calculated abuse of both regulatory and judicial processes.
- 4.29 This suit is a further attempt or effort by the 1st Respondent to run parallel narratives in different fora, manipulate judicial processes to its advantage and ultimately defeat or dilute its clear contractual obligations under the Letters of Credit by securing inconsistent and mutually destructive reliefs in multiple proceedings. It is no doubt that, if encouraged, the 1st Respondent will continue to abuse the process of Courts, in desperate machinations to (a) abuse the process of Courts, in desperate bids to avoid, (b) deflect, delay and defeat its contractual responsibilities and (c) sidestep and destabilise the due administration of justice, rather than face its obligations and liabilities and settle them.
- 4.30 Although the 1st Respondent attempts to mask and cloak the instant suit in a veil of legitimacy, it is glaringly apparent, from the reliefs sought herein, the factual background set up and leading up to the purported claims and the processes exchanged in **Suit No: FHC/L/CS/1774/2025**, that the Respondent's true objective remains the same: to evade the obligations and liabilities under the Letters of Credit. The present suit is clearly designed to overreach the Objector's claims in **Suit No: FHC/L/CS/1774/2025** and/or to initiate and participate in parallel proceedings of identical or substantially similar nature and effect, with the aim of securing, in whichever forum succeeds first, a strategic advantage that renders the other suit wholly otiose.

4.31 The test to be followed in determining whether an abuse of the judicial process has occurred is for the court to consider the content of the first process *vis-à-vis* the second one to see whether they are aimed at achieving the same purpose and/ or are duplicitous and aimed at annoying. See: **Agwasim vs. Ojialie (2004) 10 NWLR (pt. 882) p. 613 at 624 – 625**. Our law is settled that to sustain a charge of abuse of court process therefore, there must co-exist *inter-alia*:

- (a.) multiplicity of suits;
- (b.) between the same opponents;
- (c.) On the same subject matter; and
- (d.) On the same issues.

See: **Umeh vs. Iwu (2008) 8 NWLR Part 1089 at Page 225**.

4.32 We have clearly demonstrated the existence of a multiplicity of actions between the Objector and the 1st Respondent. It has also been established that the subject matter and issues in both **Suit No: FHC/L/CS/1774/2025** and the instant suit are identical, and that the positions advanced therein seek to achieve the same end for the 1st Respondent. The pressing question is this: should this Honourable Court grant the reliefs sought in the instant suit, would it not effectively *pull the rug from under the feet* of the Federal High Court, rendering the said suit academic? What, then, would remain for the Federal High Court to adjudicate upon if the value of the Letters of Credit were already conferred upon the 1st Respondent, when there exists a pending suit seeking reliefs in respect of the liabilities arising from the very same Letters of Credit?

4.33 It is our firm contention that should the Federal High Court ultimately grant the reliefs sought in **Suit No: FHC/L/CS/1774/2025**, the reliefs of the 1st Respondent in this instant suit will inevitably collapse, leaving the grievances underlying this suit fully consumed and determined by that decision. Therein lies the abuse! An attempt to manufacture parallel proceedings in order to circumvent obligations and potentially frustrate justice. In fact, this point was more frontally stated in the most luminous forceful words of Niki Tobi JCA (*as he then was of blessed memories*) in the case of **UBA vs. Mode Nig. Ltd. (2000) 12 NWLR (pt. 680) pg. 16**, wherein the applicable test was laid down:

"...In determining the issue, the court takes into consideration whether the applicant would still pursue the second... if the first one is granted. Putting it in another language, if counsel for the applicant will tell his client when the first ...is granted, something to the following effect:

Well, we have got what we wanted, there is no legal basis for pursuing the second ...I will formally withdraw it in court

Then the second...is an abuse of the court"

- 4.34 Where a determination of one suit will render otiose, academic, spent and/ or unnecessary the second suit, then there exists an abuse; even if the two suits are individually filed by each of the adverse parties. The position is the same insofar as the two suits involve the same parties, same subject matter, same issues and will have the same effect or serve the same purpose. It is also immaterial that the two suits are filed in different jurisdictions. This point was expressed by the Court of Appeal in the case of *Aduba v. Reg. Trustees, Living Christ Mission* (1994) 4 NWLR (Pt. 339) 476, as follows:

"...it is vexatious if somebody institutes proceedings to obtain relief in respect of a particular subject-matter where exactly the same issue is raised by his opponent in proceedings already instituted in another court in which he is not the plaintiff but the defendant."

- 4.35 Their Lordships also held in the same case at (Pp.485-486, paras. F-G) 4 as follows:

"The interest of justice demands that a suit between the same parties which is first in time vis-a-vis a second suit between the very same parties and on an identical subject-matter should have a pride of place to the second case, even though the earlier case was commenced in an inferior court. Indeed, it is indefensible and manifestly unjustifiable to either delay or stay the earlier case on the flimsy reason that the superior court may be a better forum for giving a disposal action to the controversies in the two suits. The governing consideration is that the first in time should be that which should be allowed to proceed to conclusion."

- 4.36 This is the abuse complained of with respect to the proceedings in this suit. Our contention is further fortified in the potent words of Rhodes-Vivour JSC in the popular case of **Dingyadi vs. INEC (No. 2) 2011 18 NWLR (Pt. 1224) pg. 154 at 221**, where he stated:

“The filing of two suits on the same issue in two different jurisdictions amount to multiplicity of actions. A clear case of multiplicity of proceedings. The rule laid down by the courts is that where matters involving the same issues are raised for contemporaneously in two different courts, its desirable and in the interest of justice that these matters should be held in only one of these two courts. It is designed to avoid multiplicity of proceedings. The basis of the rule is the real possibility of two conflicting decisions in respect of one and the same subject matters... There seems to be no answer as to why Appeal No: CA/S/EP/GOV/10/2009 should be pending, while Appeal No: CA/A/276/2008 filed before it on the same issue is also pending.

The well laid down procedure is that the suit filed earlier in time, should be held while the suit filed later in time should be done away with...

If left, it would amount to multiplicity of actions and that would be bad for the streams of justice, that ought to remain pure at all times”

- 4.37 Indeed, and as emphasized and amplified by the above decisions, the abuse in the present suit cannot be more glaring and as much as the 1st Respondent may seek to bury or cover the abuse, it rears its head still. We urge your Lordship most respectfully to hold that insofar as the instant suit was filed while **Suit No: FHC/L/CS/1774/2025** was pending, this suit is abusive; **Suit No: MISC/392/MISC/2025**, **Suit No: LD/ADR/6143/2025** and **Suit No: FHC/L/CS/2149/2025** only further unmask the masquerade of abuse.
- 4.38 Our view is well fortified in the case of **Mubamijev Otto (2016) 13 NWLR (Pt.1529) 171 pg193 paras C-D**, where the apex Court held, per Rhodes-Vivour J.S.C, that:

“It becomes clear that filing this suit on the same set of facts in which the Appellant asks for the same reliefs as in Suit No: W/61/2000 amounts to an abuse of court process. It amounts to an abuse of court process when a

party improperly uses the judicial process to the annoyance of the other party. Proceedings that are not bona fide that are frivolous, vexatious or oppressive. See *Saraki v Kotoye* (1992) 9 NWLR (Pt. 264) p 156; *Amaefule v State* (1988) 2 NWLR (Pt. 75) p 156; *Agwasim v Ojichie* (2004) 10 NWLR (Pt. 882) p 613.”

- 4.39 The instant suit is therefore not only unnecessary but is manifestly an attempt to pre-empt and manipulate the adjudication of a pending case. It is designed to create confusion, generate conflicting judgments of courts of coordinate jurisdiction and potentially deprive the Federal High Court of the orderly administration of justice. Such conduct is emblematic of bad faith litigation and constitutes a clear abuse of the judicial process.
- 4.40 The 1st Respondent, fully aware of the pendency of **Suit No: FHC/L/CS/1774/2025** and other pre-existing suits, has chosen to institute the present suit not to seek any genuine or legitimate relief but to subvert the lawful claims of the Objector. It is an exercise in mischief-making; a manoeuvre intended to harass, pressure and improperly influence the course of proceedings. The calculated nature of this suit cannot be ignored, and it cannot be permitted to fester within the court system.
- 4.41 The law is clear that a party cannot institute multiple proceedings arising from the same facts, issues and causes of action against the same parties. Any such attempt is liable to be dismissed, for being an abuse of process. The instant suit squarely falls within this prohibition, being an illegitimate duplication of proceedings already before the Federal High Court.
- 4.42 It is respectfully submitted that permitting this instant suit to proceed will not only prejudice the Objector but will also invite uncertainty, conflicting judgments and judicial inefficiency. Courts exist to administer justice, not to be instruments for parties to engage in tactical gamesmanship. Allowing this suit to continue will be a travesty of justice, rewarding procedural opportunism and emboldening further abuse.
- 4.43 It is clear beyond any shadow of doubt that the instant suit constitutes a reckless attempt to circumvent obligations under the Letters of Credit, to evade liability and to undermine the adjudicatory process in **Suit No: FHC/L/CS/1774/2025**. The 1st Respondent's actions are an affront to the orderly administration of justice and must be firmly rebuked by this Honourable Court. This Honourable Court is therefore respectfully urged to dismiss this suit.

4.44 The incidences of the 1st Respondent's abuse is gradually becoming an octopus, the tentacles of which will spread if not tethered. It has graduated into the more brazen offence of forum shopping, outside the jurisdiction where the Objector is and where the transaction which culminated in the suit arose. In the face of this demonstrably clear and indefensible transgression of forum shopping, the abuse of judicial process perpetrated by the 1st Respondent could not be more glaring. It is trite law that forum shopping is indeed one of the highest species of abuse of the process of the court. We commend to this Honourable Court the case of *Mailantarki v. Tongo* (2018) 6 NWLR (Pt. 1614) 69 (P. 87, paras. E-G), where the apex Court held as follows:

“Forum shopping denotes a rather reprehensible practice of choosing the most favourable territorial jurisdiction or court in which a matter or cause may be entertained and adjudicated upon. A typical example of forum shopping is where the plaintiff institutes a suit in the jurisdiction with a reputation for awarding high damages, disdain for political gimmicks or filing several similar suits and keeping the one with the preferred Judge. In the instant case, the appellant, as the plaintiff, had artfully avoided the High Court of Gombe State, in preference to the High Court of FCT, because the former, as it appeared might be a forum inconvenience.”

4.45 The apex Court also clearly designated forum shopping as an abuse of the process of the Court in the case of *Ezenwo v. Festus (No.1)* (2020) 16 NWLR (Pt. 1750) 324 (P. 349, paras. E-H). In the words of the apex Court, it was held as follows:

“It is a gross abuse of judicial process for a party to embark on a frolic of forum shopping; that is looking for a favourable court to entertain its suit. In this case, the tribunal rightly held that it was an abuse of process for the 1st respondent to seek conflicting reliefs on the same issue and subject from different courts at same time. On the other hand, the Court of Appeal wrongly held that the 1st respondent's conduct did not amount to abuse of court process.”

4.46 In the instant suit, the 1st Respondent left all pre-existing proceedings before the Courts in Lagos State and has come to the jurisdiction of this Honourable Court to surreptitiously steal a match on the Objector. This is despite the fact that the Objector's address is in Lagos and the transaction occurred in Lagos.

- 4.47 The settled law is that suits for the enforcement or breach of contract is to commenced where the contract ought to have been performed or where the defendant resides or carries on business. See *O. U. Ins. Ltd. v. Marine Gen. Ass. Co.* (2001) 9 NWLR (Pt. 717) 92 (at p. 98, para. G); *Etolue v. Okuagu* (1999) 7 NWLR (Pt. 609) 83. In the case of *KRAUS THOMPSON ORG. LTD v. UNICAL* (2004) LPELR-1715(SC), the apex Court held as pages 28- 29:

"In order to determine the venue in which an action can be brought against the University of Calabar in respect of this contract, consideration must be given to where the contract was made, or was performed or to be performed, or where the said University resides. The venue will be decided upon either of those alternatives as already established by the authorities of this Court: see *University Press Ltd. v. I.K. Martins (Nig.) Ltd* (2000) 4 NWLR (Pt.654) 584 at 598-599; 603; *Okafor v. Ezenwa* (2002) 13 NWLR (Pt.784) 319 at 335-336. The meaning of "residence" could at times be ambiguous and effort should be made to give it an appropriate meaning, depending on the facts, particularly if a person is known to have two places of abode: see *In Re Bowie ex parte Breull* (1880) 16 Ch.D. 484; *In R v. The Mayor of Exeter, Wescomb's case* (1868) 4 L.R.Q.B. 110 at 113, Blackburn, J., said: "The question is whether there has been a degree of inhabitation as to be, in substance and in common sense, a residence. When a person has a country and a town house, it is a mere question of fact whether he has two, or only one residence It is a pure question of fact."? But in respect of a corporate body.... it may depend on the place of its central management and control: see *Union Corporation v. I.R.C.* (1952) 1All ER 646 at 657; or where the parent body is located and at which the Chief Executive may reside but most certainly works."

- 4.48 Their Lordships also held at page 20 of the above case as follows:

"It has been judicially pronounced that the residence of a corporation is the place of its central management and control. This is normally the place where the Board of Directors functions or the place of business of the managing director or that of the parent company and not a branch office or liaison office. See *Unit Construction Company Ltd. v. Bullock* (1960) A.C. 351."

- 4.49 Flowing from the above, the fact of Lagos being the proper place for commencement of the instant suit is more emphasized by the fact that (a) the Letters of Credit transaction were contracted and performed in Lagos, (b) the principal Objector's registered address and place of management and control is in Lagos and (c) both the 1st Respondent and the Objector are also resident in Lagos. See also the provisions of Order 4 Rule 3 of the High Court of the Federal Capital Territory (Civil Procedure) Rules 2025, Order 2 Rule 1(b) of the Federal High Court (Civil Procedure) Rules 2019 and Order 4 Rule 1 of the High Court of Lagos State (Civil Procedure) Rules 2019.
- 4.50 The mere presence of the 2nd and 3rd Respondents cannot, by the fact of their being federal agencies, operate to confer jurisdiction on this Honourable Court or any Court or forum domiciled outside Lagos. It is trite that a matter determined without jurisdiction is nullity, no matter how well conducted. See cases on jurisdiction **Madukolu vs. Nkemdilim (1962) 2 SCNLR 341**. This is *a fortiori* as the instant suit is indefensibly an abuse of the process of the Court and doubly stricken with the plague of forum shopping.
- 4.51 It is demonstrably clear and it is submitted, and this Honourable Court is urged to hold, that the instant suit ought to have been properly commenced in Lagos and having been commenced in this Honourable Court, this Honourable Court is robbed of the territorial jurisdiction to entertain this suit.
- 4.52 Assuming without conceding that this Honourable Court possesses the territorial jurisdiction to entertain this suit, the Writ of Summons filed in this suit ought to have been endorsed for service out of the jurisdiction of this Honourable Court. Having not been so done, this Honourable Court is urged to dismiss and/ or strike out the instant suit.
- 4.53 In conclusion, the Supreme Court, in the case **Awojobi v Ogbemudia (1983) 8 SC 92 at 96**, after dismissing the appellant's appeal for lacking in merit and constituting an abuse of court process, was exasperated by the Appellant's conduct and remarked thus, per Anlagolu JSC:

"Speaking for myself, I consider the frequency with which this appellant goes in and out of our courts as bringing him dangerously within the meaning of a vexatious litigant who should be restrained by the courts on the principles and jurisdiction laid down in Lawrence v. Norreya (1890) 15 AC. The Appellant's frequent actions in court have now become an abuse of court process."

4.54 The Respondent is truly a vexatious litigant and on the basis of the aforesaid arguments, we respectfully urge this Honourable Court to uphold this preliminary objection and dismiss the instant suit, with substantial costs.

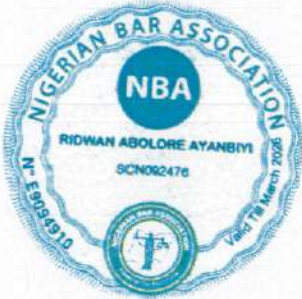
5.0 CONCLUSION

5.01 This Honourable Court is urged to grant the prayers on the face of the instant Notice of Preliminary Objection, with substantial costs in favour of the Objector.

6.0 LIST OF AUTHORITIES

1. Dumez (Nig) Plc vs. UBA Plc (2006) 14 NWLR pt. 1000 pg. 515.
2. Ogoejofo vs. Ogoejofo (2002) 12 NWLR pt. 780 pg. 171 at 185.
3. Chime vs. Onyia (2009) 2 NWLR kpt. 1124 pg. 1.
4. O.S.S.I.E.C vs. NCP (2013) 9 NWLR pt. 1360 pg. 451.
5. Igbeke vs. Okadigbo (2013) 12 NWLR pt. 1368 pg. 225.
6. Wazir vs. Gumel (2012) 9 NWLR pt. 1304 pg. 185.
7. Donald vs. Saleh (2015) 2 NWLR pt. 1444 pg. 529.
8. Ntuks vs. NPA (2007) 13 NWLR pt. 1051 pg. 392.
9. Agwasim vs. Ojialie (2004) 10 NWLR (pt. 882) p. 613 at 624 – 625.
10. Umeh vs. Iwu (2008) 8 NWLR Part 1089 at Page 225.
11. UBA vs. Mode Nig. Ltd. (2000) 12 NWLR (pt. 680) pg. 16.
12. Aduba v. Reg. Trustees, Living Christ Mission (1994) 4 NWLR (Pt. 339) 476,
13. Dingyadi vs. INEC (No. 2) 2011 18 NWLR (Pt. 1224) pg. 154 at 221.
14. Mubamijev Otto (2016) 13 NWLR (Pt.1529) 171 pg193 paras C-D.
15. Awojobi v Ogbemudia (1983) 8 SC 92 at 96.

Dated this 7th day of January, 2026



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