



COMMUNITY COURT OF JUSTICE, ECOWAS
COUR DE JUSTICE DE LA COMMUNAUTE, CEDEAO
TRIBUNAL DE JUSTICA DA COMUNIDADE, CEDEAO

**THE COMMUNITY COURT OF JUSTICE OF THE
ECONOMIC COMMUNITY OF WEST AFRICAN STATES (ECOWAS)**

In the Matter of

**THE INCORPORATED TRUSTEES OF PRINCE & PRINCESS CHARLES
OFFOKAJA FOUNDATION & ANOR V FEDERAL REPUBLIC OF
NIGERIA**

Application No: ECW/CCJ/APP/50/22 Judgment NO. ECW/CCJ/JUD/20/24

JUDGMENT

ABUJA

DATE: 6th June, 2024

JUDGMENT NO. ECW/CCJ/JUD/20/24

- 1. THE INCORPORATED TRUSTEES OF PRINCE & PRINCESS CHARLES OFFOKAJA FOUNDATION**
- 2. PRINCE AND PRINCESS CHARLES OFFOKAJA FOUNDATION, SWITZERLAND**

-APPLICANT

V.

FEDERAL REPUBLIC OF NIGERIA

-RESPONDENT

COMPOSITION OF THE COURT:

Hon. Justice Edward A. ASANTE
Hon. Justice Sengu Mohamed KOROMA
Hon. Justice Claudio Monteiro GONCALVES

-Presiding
- Member/ Rapporteur
-Member

ASSISTED BY:

Dr. Yaouza OURO-SAMA

- Chief Registrar



REPRESENTATION OF PARTIES:

Prince Charles OFFOKAJA

- Counsel for the APPLICANT

Maimuna Lami SHIRU (Mrs.)

- Counsel for the RESPONDENT



I. JUDGMENT

1. This is the judgment of the Community Court of Justice, ECOWAS (hereinafter referred to as the Court) delivered virtually in open Court pursuant to Article 8(1) of the Practice Direction on Electronic Case Management and Virtual Court Session, 2020.

II. DESCRIPTION OF THE PARTIES

2. The First Applicant is the Incorporated Trustees of Prince & Princess Charles Offokaja Foundation, a Non-Governmental Organization established under the Nigeria's Companies and Allied Matters Act (CAMA) 1990, with its ordinary address in the Federal Republic of Nigeria.
3. The Second Applicant is Prince and Princess Charles Offokaja Foundation, a Non Governmental Organization established under the Swiss Civil Code.
4. The Respondent is the Federal Republic of Nigeria and a Member State of ECOWAS.

III. INTRODUCTION

5. The claims herein are premised on allegations of human rights violations, particularly the right to property and the right to effective remedy perpetrated by the Respondent contrary to its obligations under various fundamental human rights treaties.

IV. PROCEDURE BEFORE THE COURT

6. The Applicants filed their Initiating Application on 13th October 2022, in the Registry of the Court.

7. The Respondent filed a Motion for the Extension of Time together with its Statement of Defense on 26th January 2023, in the Registry of the Court.
8. On 3rd March 2023, the Applicant filed a Reply to the Respondent's Statement of Defense, in the Registry of the Court.
9. The Court held a virtual session on 8th November 2023, in which the both parties were represented by Counsel. The Respondent was granted leave to proceed after which the Court heard the claims on the merits.

V. APPLICANTS' CASE

a) Summary of facts

10. The Applicants allege that their founder and financier, Prince Charles Offokaja, initiated a transaction on July 2, 2021, using his debit card issued by Zenith Bank of Nigeria, Plc. During this transaction, he discovered an erroneous debit on his card of the sum of \$15, the said amount having been debited twice instead of once for the same transaction.
11. They submit further that this was confirmed by the bank (Zenith Bank) who confirmed that the erroneous debit was in their system and will be reversed. When the said debit was not reversed within a day, the Applicants claim to have sent reminders and that the bank initially told them that the transaction was being reviewed and later stopped responding. The Applicants submit that a formal complaint was lodged and a tracking number (ZB/358/13072021/9676497536560752) was issued by the bank. However, the bank failed to resolve the complaint within the one-day timeline provided by the Central Bank of Nigeria's Regulation for the Resolution of such disputes. Several weeks later, their reminders to Zenith Bank of Nigeria to reverse the transaction fell on deaf ears as the bank failed to respond to their request.

12. In consequence of the lack of action, the Applicants claim to have lodged another complaint with the Consumer Protection Department of the Central Bank of Nigeria on 28th September 2021. However, this complaint did not lead to resolution even after several months. It is the contention of the Applicant that the failure of the Central Bank of Nigeria to address their complaint constitutes a denial of a derivative right under the right to property.

b) Pleas in law

13. The Applicants are relying on the following pleas in law:

- A. Article 33 of the Rules of the ECOWAS Community Court of Justice (“The Rules”);
- B. Articles 11 & 12 of the ECOWAS Court Protocol (“The Protocol”);
- C. Article 4 (g) of the Revised Treaty of the Economic Community of West African States (“The Revised Treaty”)
- D. Articles 1, 2, 3, 5, 7(1), 13(2), & 14 of the African Charter on Human and Peoples’ Rights (“The Charter”)
- E. Articles 2, and 26 of the International Covenant on Civil and Political Rights (“The Covenant”)
- F. Article 17 of the Universal Declaration on Human Rights (“The Declaration”)
- G. Parts 2.9.1 and 3.1(f) of the Consumer Protection Framework of the Central Bank of Nigeria (“The Framework”)
- H. Parts 1.1, 1.2 and 1.4 of the Consumer Protection Regulations of the Central Bank of Nigeria, CBN (“The Regulations”)

c) Reliefs sought

14. Based on the foregoing claims and pleas in law, the Applicants are seeking the following reliefs from the Court:

- (a) A declaration that the Respondent through the Consumer Protection Department of its Central Bank violated the right to property ownership of the Applicants' founder and financier under Article 14 of the African Charter on Human and Peoples' Rights and Article 17 of the Universal Declaration of Human Rights
- (b) A declaration that the Respondent violated the right of the Applicants' founder and financier to an effective remedy under Article 14 of the African Charter on Human and People's Rights and Article 2 of the International Covenant on Civil and Political Rights
- (c) A declaration that the Respondent violated the derivative right of the Applicants' right to property under Article 14 of the African Charter on Human and People's Rights
- (d) An order compelling the Respondent to ensure quick reversal of the arbitrarily seized \$15 fund back into the account of the Applicants' founder in line with Article 14 of the African Charter on Human and People's Rights
- (e) An order compelling Nigeria to, pending the passing of the Financial Ombudsman Bill into law and the operationalization of such law, and within 3 months of judgement by this Honorable Court, operationalize an interim, independent, effective and accessible financial ombudsman service where dissatisfied consumers have the option to escalate complaints not satisfactorily resolved by the Consumer Protection

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Department of the CBN within 3 months of escalation to the Department under the following interim conditions:

1. There shall be an ombudsman service made up of an ombudsman board and an ombudsman office which shall be headed by an ombudsman
2. The ombudsman board shall be appointed by the Central Bank of Nigeria with five members from the banks representing the banks and six non-bank members to represent bank customers, with the chairperson also being a non-bank member.
3. There shall be an ombudsman office headed by an ombudsman who shall function as the chief executive of the ombudsman office. The ombudsman shall not be a banker and shall not own shares in Nigeria's banking sector at any time during his appointment.
4. The ombudsman board shall elect the ombudsman for a non-renewable term of 3 years, and exercise oversight on his activities on behalf of the CBN. The ombudsman board shall also approve the annual budget of the ombudsman service subject to the final determination of the Central Bank of Nigeria. The ombudsman service shall be funded by the Central Bank of Nigeria.
5. The ombudsman board shall not serve as an appellate body on the decisions of the ombudsman regarding complaints brought to the ombudsman office. The ombudsman board shall be appointed for a non-renewable term of 4 years.

6. In handling consumer complaints escalated to it, the ombudsman shall have the authority to pass either binding awards (determinations) or non-binding awards (suggestions). The ombudsman office shall resolve complaints based on the delegated authority passed to them by the ombudsman.
7. The ombudsman may award compensation not exceeding NGN3 million (in 2022 value) to the complainant for emotional/mental/ agony, social loss of reputation, and harassment. The ombudsman shall take into account such factors as the loss of the complainant's business opportunities, loss of time and man-hours, expenses incurred by the complainant, harassment, emotional and mental anguish suffered by the complainant while passing such award.
8. Parties that don't agree with a binding award of the ombudsman have the option of and right to appeal by going to the court of law.
9. There shall be branches of the financial ombudsman office in all 36 states of the Federal Republic of Nigeria and a Federal Capital branch in Abuja, as well as a head office at Abuja. There shall also be a website, telephone lines and social media handles to facilitate consumer access to the ombudsman service.
10. The ombudsman office shall only deal with complaints escalated to it by parties dissatisfied with a resolution by the Consumer Protection Department of the Central Bank or after non-resolution of a previously escalated complaint by the

Consumer Protection Department within a timeframe of at least 3 months.

11. Except for cases of abuse of office or corruption, the ombudsman once appointed can only be removed by a unanimous vote of the non-bank members of the ombudsman board.

12. The CBN shall by use of delegated legislation form and adapt a frame of reference for the ombudsman board and ombudsman office from the aspects of the Financial Ombudsman Bill as needed insofar as none of the above conditions are derogated from in the process.

13. The Respondent's Central Bank shall be able to change any of the above conditions by an Act of Nigeria's Federal Legislature at any time. The Respondent's Central Bank shall guarantee the operational independence of the interim financial ombudsman for as long as it exists. The moment the permanent ombudsman structure proposed in the Financial Ombudsman Bill is passed into law and becomes operational, it shall take over the functions of the above interim ombudsman service.

(f) An order, compelling the Respondent to pay the sum of N1 Million Naira, as exemplary damages for the wanton infringement of fundamental rights of the Applicants' founder and financier and for violation of its international obligations to respect those rights.

a. An order, compelling the Respondent to pay the sum of N1.5 Million Naira, as exemplary damages for the wanton infringement of the

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fundamental and derivative rights of the Applicants and for violation of its international obligations to respect those rights.

- b. An order compelling the Respondent to pay the costs of this litigation.
- c. An order compelling the Respondent to present a report to the honorable Court, within a period of 1 year after judgement, on its implementation of the Court's judgment and consequential orders concerning this case.
- d. Such further remedy/ies as this Honorable Court may deem fit to grant in the circumstances.

VI. RESPONDENT'S CASE

a) Summary of facts

15. The Respondent in its defence, denies the averments 7, 8, 9 and 10 of the Applicants' narration of facts and puts them to strict proof thereof and states further that the Consumer Protection Department of the Central Bank received the Applicants complaint on 21st April 2022, and not on the 28th September 2021 as alleged.
16. The Respondent submits that on receipt of the complaint, the Consumer Protection Department of the Central Bank of Nigeria requested Prince Offokaja on the 22nd April 2022 for details of the transaction to enable them approach Zenith Bank (Nigeria) Limited, but he did not provide the tracking number until August 30, over four months after the said request. On receipt of the tracking number, the Department notified Prince Offokaja by email dated 28th September 2022 that the Bank had commenced with a view to resolving the complaint and that updates would be provided on progress made.

17. The Respondent avers that the Preliminary Investigation revealed that a charge back was raised but was declined because value was given. Further, that the investigation is still ongoing and it submits that it has not violated the Applicants' rights in any way.
18. The Respondent contends that the claim relates to banker/customer relationship (between the Applicants' Founder and Financier and Zenith Bank Plc) therefore, it is outside the jurisdiction of the Court. In effect, claims that the action is founded in tort and not in human rights as claimed.
19. Further, the Respondent avers that the Applicant has failed to dispense with the evidential burden placed on them in proof of their claims.

b) Pleas in law

20. The Respondent has relied on the following in support of its defence:

- African Charter on Human and Peoples Rights
- STEVENSON V. ECONOMY BANK OF AMBRIDGE, 413 PA. 442 (PA. 1964)
- CHEM AGE INDUSTRIES V. GLOVER 2002 SD 122 (S.D.2002)
- CHIEF FRANK C. UKOR & ANOR V. MR. RICHARD LALEYE AND THE GOVERNMENT OF BENIN ECW/CCJ/APP/04/05 2" NW. 2007 (2009) CCLSR (PT. 21)
- AFOLABI OLAJIDE V. FRN (2004) (ECW/CCJ/04) dated April 27 2004 at page 65
- PETER DAVID V. AMBASSADOR RALPH UWECHUE (2010) CCJELER 213
- HOPE DEMOCRATIC PARTY AND ALHAJI HARUNA YAHAYA SHABA VS FEDERAL REPUBLIC OF NIGERIA & 5 ORS

- MOUSSA LEO KEITA VS THE FEDERAL REPUBLIC OF MALI in suit no: ECW/CCJ/APP/05/06 JUDGMENT ECW/CCJ/JUD/03/07
- FAJEMIROKUN V. CB (C.I) NIG. LTD (2002) 10 NWLR (PT774) 95, RATIO (4)
- FESTUS A. O. OGUCHE V. FEDERAL REPUBLIC OF NIGERIA ECW/CCJ/JUD/02/18
- MOUKHTAR IBRAHIM V. GOVERNMENT OF JIGAWA STATE & 2 ORS ECW/CCJ/JUD/12/14

c) Reliefs sought

21. The Respondent are praying for the following reliefs from the Court:

- A declaration that the Applicant's complaint is not that of breach of fundamental right but rather an action in tort.
- A declaration that the Consumer Protection Department of the Central Bank of Nigeria and/or the Defendant has not violated the right to property of the Applicant's founder and financier under *Article 14 of the African Charter on Human and Peoples Rights and/or Article 17 of the Universal Declaration of Human Rights, Article 2 of the International Convention on Civil and Political Rights or any other law.*
- A declaration that there was no infringement on the Applicant's Right to property or any other fundamental right of the Applicants' founder and financier by the Defendant.
- An order dismissing the Applicants' action in its entirety.
- An order awarding cost of ₦4,000,000.00 against the Applicants on behalf of the Defendant, which shall be paid to the account of the Federal Ministry of Justice.

VII. APPLICANTS' REPLY

22. The Applicants in their reply to the Respondent's Statement of Defence deny the averments of the latter. They submit that the Respondent is liable for the actions of its agents by its omission to respond effectively to the complaint of Prince Charles Offokaja.
23. The Applicants claim that it lodged a complaint of its dispute with Zenith Bank to SERVICOM, which is a government run watchdog (sic) agency on 11th October 2021 and the latter replied on 13th October 2021. The reply stated that SERVICOM were working on the complaint but no further response was received from them.
24. It is further alleged that on 14th October 2021, after a reminder was sent to them, SERVICOM, requested the Applicants to resend the information necessary for the investigation; the requested information had previously been sent to them.

VIII. JURISDICTION

25. The Court derives its jurisdiction from Article 9 of the Supplementary Protocol (A/SP.1/01/05) Amending the Protocol on the Community Court of Justice (A/P1/7/91). It is trite law that the Court can only hear and determine claims brought within its competence under Article 9 (supra). This means that claims found outside the mandate of the Court are dismissed.
26. However, when it comes to claims bordering on violation of human rights pursuant to Article 9 (4) of the Supplementary Protocol (supra), the Court has always admitted them on mere allegation: BAKARE SARRE & 28 ORS. V TOGOLESE REPUBLIC (2011) CCJELR at page 57 and more recently MOHAMED RASSOUL NDIYAYE V REPUBLIC OF SENEGAL JUDGMENT NO: ECW/CCJ/JUD/59/23 (UNREPORTED). In other words,

once an allegation of human rights violation is made, the Court may without going into the merits thereof, assume jurisdiction to determine same.

Applicants' case

27. The Applicants are claiming a violation of their right to property, right to effective remedy and fair trial rights based on an erroneous transaction made by Zenith Bank. After the account of their financier/founder was debited twice they made a complaint to the bank but the said money was not refunded which made them submit a report to the Consumer Protection arm of the Central Bank. Their complaint yielded no resolution hence the application before this Court.
28. The claim is that by failing to resolve the issue and refund the sum debited, the Respondent through the Central Bank denied them of their property, did not afford them fair trial rights and the right to effective remedy.

Respondent's case

29. The Respondent contends that the claims are tortious in nature and not a claim for the violation of human rights and therefore the Applicants cannot bring same under Article 4 as the Court lacks competence.

Analysis of the Court

30. It is clear to the Court that it must determine whether it has the competence in this instance having regard to the fact that the claims have been brought under Article 9 (4) of the Supplementary Protocol (supra) to wit:

"The Court has jurisdiction to determine cases of human rights that occur in any Member State."

31. What are human rights? The Court in DEXTER OIL LTD V REPUBLIC OF LIBERIA, JUDGMENT NO: ECW/CCJ/JUD/03/19 (UNREPORTED) at

paragraph 72 stated that *“Human rights imply the rights that belong to all human beings irrespective of their nationality, race, caste, creed and gender amongst others; like right to life, right to health and right against torture, inhuman and degrading treatment which are specific to a human being.”* Whilst these rights are guaranteed under fundamental human rights covenants by States, they create a legal obligation to safeguard the rights against any acts or omissions that may lead to a breach.

32. In the context of the claims before it, the Court notes that the Applicant pleads a violation of several of human rights but seeks relief only under Article 14 of the African Charter on Human and People’s Rights (hereinafter referred to as ACHPR). The contention of the Respondent is that the claims are not within the competence of the Court as they are tortious by nature. The Court views jurisdiction as the key to adjudication as any action or decision taken without ascertaining jurisdiction is an exercise in futility. However, jurisdiction is a creation of statute, in other words, the power of the Court to determine any issue must be supported by legal backing.

33. Thus, in *HOPE DEMOCRATIC PARTY & 1 OR v. THE FEDERAL REPUBLIC OF NIGERIA, & 5 ORS* (2015) CCJELR at page 345, the Court endorsed this notion when it held that *“the competence of a court to adjudicate on a matter is a legal and constitutional prerequisite without which a court is a lame duck. Courts are creatures of Statutes, and their jurisdiction is confined, limited, and circumscribed by the Statutes which created them. A court cannot in essence give itself or expand its jurisdictional horizon by misappropriating or misconstruing statutes.”*

34. Article 9(4) of the Supplementary Protocol (A/SP.1/01/05) Amending the Protocol (A/P1/7/91) Relating to the Community Court of Justice, provides that *“the Court has jurisdiction to determine cases of violation of human rights that*

occur in any Member State.” Furthermore, the Court has consistently held that a mere allegation of human rights violations is all it takes to confer competence on it. As was the case in OUSAINOE DARBOE & 31 ORS V REPUBLIC OF THE GAMBIA JUDGMENT NO: ECW/CCJ/JUD/01/20 (UNREPORTED) at page 12 where the Court held that “...*a mere allegation of a violation of human rights in the territory of a Member State is sufficient, prima facie, to justify its jurisdiction.*”

35. In challenging the Court’s jurisdiction, the Respondent put forward a statement contending same. The Court finds no evidence that supports this statement within the submissions of the Respondent.

36. Therefore, following from the above analysis and in spite of the Respondent’s challenge, this Court finds that it has the jurisdiction to entertain this matter.

VII. ADMISSIBILITY

37. The law guiding the admissibility of cases before this Court, particularly those claims of human rights violation, is Article 10 (d) of the Supplementary Protocol (supra) to wit:

“Access to the Court is open to individuals on application for relief for violation of their human rights; the submission of application for which shall: i. Not be anonymous; nor ii. Be made whilst the same matter has been instituted before another International Court for adjudication.”

38. Thus, it has held in many cases that to qualify for relief of human rights violation, the Applicant must cumulatively satisfy three admissibility requirements that is:

- a. the Applicant must be a victim of the alleged human rights violation;
- b. the Application must not be anonymous; and

c. the Application must not be pending before another international Court.

39. The Court notes that the Applicants herein are not anonymous as they have been clearly identified as non-governmental organisations working in the field of human rights promotion, and registered respectively in Nigeria and Switzerland. Therefore, they have sufficiently discharged the threshold of the first criteria. In determining the second criteria, i.e. pendency, this Court finds no evidence that this matter is pending before another International Court and therefore, finds it duly discharged.

40. In fulfilling the last requirement, the Applicants must establish *locus standi* i.e. establish their status as victims of a human rights violation. *"The law of locus standi to sue relates to the propriety of a litigant to institute an action. The standing focuses on the right of the party in the matter, either in terms of injury suffered or special interest possessed which is worthy of protection"*: LA SOCIETE BEDIR SARL v. REPUBLIC OF NIGER ECW/CCJ/JUD/11/20 (UNREPORTED) at page 13

41. Hence, the Court classically elucidated this in REV. FR. SOLOMON MFA & 11 ORS v. FEDERAL REPUBLIC OF NIGERIA & 5 ORS JUDGMENT NO ECW/CCJ/JUD/06/19 (Unreported) at page 15 by stating that a victim is *"...a person who suffers directly or indirectly any harm or pain (physical or mental injury) emotional suffering (through loss of a close family member or relation), economic loss (loss of properties) or any impairment that can be categorized as human rights violation. Additionally other than the loss, harm or damage, the Applicant must prove an interest in the matter which must be direct and personal."*

42. The combined effect of the provisions of Article 10(d) (supra) of the Supplementary Protocol of 2005 is that only individuals whose rights have been

violated can access the Court to claim relief in violation of their human rights. In this case, the Applicants, two Non-Governmental Organisations complain of a \$15 erroneous debit which was not reversed to the bank account of their founder and financier, Prince Charles Offokaja. They claim that the failure of reversal of this money into the account of their founder/financier amounts to violation of their property rights under Article 14 of the African Charter because the money was to be given them as a donation by Prince Offokaja.

43. The Court finds it pertinent to rely on the African Commission's approach to the conception of property rights as envisaged under Article 14 of the African Charter. Thus, the Commission has stated that *'the right to property is a broad right that includes the protection of the real rights of individuals and peoples in any material thing which can be possessed as well as any right which may be part of a person's patrimony.'* (African Commission, Principles and Guidelines on the Implementation of Economic, Social and Cultural Rights in the African Charter on Human and Peoples' Rights 2010, para 53.). In fact, the Commission takes the view that the right to property *'also includes the protection of a legitimate expectation of the acquisition of property.'* (Ibid, para 53). This interpretation is consistent with conclusions reached by other human rights courts such as the Inter-American Court which has held that the right to property under Article 21 of the *American Convention on Human Rights* includes *'any rights which may be part of a person's assets' as well as such rights as may be 'encompassed in a legal figure or fiction' created by law.'* (Perozo v Venezuela (Preliminary Objections, Merits, Reparations and Costs) Inter-American Court, 28 January 2009, paras 399-400).

44. The Court notes that despite this broad concept of property rights, the Applicants' burden of proof, which is ownership of money yet to be transferred/donated to them by their founder/financier, has not been sufficiently discharged to clothe

them with the requisite capacity to mount the present action. Again, for their “*expectation*” to receive a donation of the disputed amount to be “*legitimate*”, so as to clothe them with *locus standi* to prosecute this action as owners of the money, the “*expectation*” must be of a nature more concrete than a mere hope and be based on a legal provision or a legal act such as a judicial decision, bearing on the property interest in question. The Court finds it imperative to direct that Applicants, being juristic persons claiming a violation of their property right arising from a wrongful action to a third party, must sufficiently show, by uncontroverted evidence, that the property right in question is separate and distinct from the third party property rights. In this instance, the Court finds that the Applicants have failed to do so.

45. One thing that cannot be circumvented is the Applicants’ onus of establishing before the Court their interest in the claim (*locus standi*), which will demonstrate their status as victims of a human rights violation. Having carefully perused the claim before it, the Court finds the claim bereft of evidence establishing the Applicants as victims with the requisite *locus standi* to bring this claim before it. Consequently, the Court concludes that the facts and evidence before it depict that at all material times, the money in question belonged to Prince Offokaja and not the Applicants. It is imperative that ownership is proved in a claim for the violation of the right to property as this will ultimately establish *locus standi* of the Applicants in any claim.

46. Based on the foregoing analysis, the Court declares the application inadmissible as the Applicants have failed to establish their *locus standi* to bring this action.

IX. COSTS

47. Article 66 (1) of the Rules of the Community Court of Justice states that “*A decision as to costs shall be given in the final judgment or in the order, which*

closes the proceedings.” The Court recalls the relief for cost of N4, 000,000 (Four Million Naira) prayed of by the Respondent. Having regard to Article 66 (2) of the Rules of the Court, which states that *“The unsuccessful party shall be ordered to pay the costs if they have been applied for in the successful party's pleadings;”* and relying on its jurisprudence in *HASAN ABDOU NOUHOU V REPUBLIC OF NIGER JUDGMENT NO: ECW/CCJ/JUD/30/23 (UNREPORTED)*, the Court orders costs against the Applicants. However, noting that the Respondent has claimed a sum arbitrarily without putting forward a breakdown before this Court, the Chief Registrar of the Court is ordered to calculate the costs to be paid to the Respondent.

I. OPERATIVE CLAUSE

For the reasons stated above the Court sitting in public, after hearing both parties adjudges:

As to jurisdiction:

- i. **Declares** that it has jurisdiction.

As to admissibility



- ii. **Declares** the application inadmissible and dismisses the claims herein.

COSTS:

- iii. Orders that the Applicants to pay costs to be calculated by the Chief Registrar of the Court.

Hon. Justice Edward Amoako **ASANTE**

Hon, Justice Sengu M. **KOROMA**/Judge Rapporteur

Hon. Justice Ricardo **GONCALVES**



Dr. Yaouza **OURO-SAMA** - Chief Registrar



Done in Abuja, this 6th day of June , 2024 in English and translated into French and Portuguese.

