

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

SUIT NO.FCT/CV/1984/2021

BETWEEN

OLUKAYODE A. AJULO
(Practicing under the Name and Style,
Kayode Ajulo & Co. Castle of Law.....CLAIMANT

AND

1. INCORPORATED TRUSTEES OF
THE NIGERIA GOVERNOR'S FORUM (By itself and as
representatives of all the States in Nigeria
and the Federal Capital Territory, Abuja).
2. HON. MINISTER OF FINANCE
3. HON. ATTORNEY GENERAL OF
THE FEDERATIONDEFENDANTS

AMENDED WRIT OF SUMMONS

TO:

1. **INCORPORATED TRUSTEES OF
THE NIGERIA GOVERNOR'S FORUM** (By itself and as
representatives of all the States in Nigeria
and the Federal Capital Territory, Abuja).

of

*No. 1 Deng Xiaoping Street
Asokoro
Abuja, Federal Capital Territory*



10:51 am

*Fees - 2,200
A/O - 11950239
Date - 12/1/22*



2. **HONOURABLE MINISTER OF FINANCE**

of

*Federal Ministry of Finance
816, Ahmadu Bello Way
Abuja, Federal Capital Territory*

3. **HONOURABLE ATTORNEY GENERAL OF THE FEDERATION**

of

*Federal Ministry of Justice Headquarters
Central Business District
Abuja, Federal Capital Territory*

You are hereby commanded that within 14 (Fourteen) 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 Claimant, **OLUKAYODE A. AJULO** (Practicing under the Name and Style, Kayode Ajulo & Co. Castle of Law. **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.....^{13th}.....day of.....^{January}.....2022

HIGH COURT OF THE FCT
REGISTRAR
Ibrahim Ya'u
Registrar
Date.....
SIGNATURE
REGISTRAR

MEMORANDUM TO BE SUBSCRIBED ON THE WRIT

NB. This Writ is to be served within 3 (three) calendar months from the date hereof, or if renewed, within 3 (three) months from the date of the last renewal, including the day of such date and not afterwards. The defendants

may enter appearance personally or by a legal practitioner, either by handing in the appropriate forms duly completed at the Registry of the High Court of the Federal Capital Territory the Judicial Division in which the action is brought or by sending them to the registry by registered post.

ENDORSEMENT TO BE MADE ON THE WRIT

The Claimant's claim is for:

a. *A DECLARATION that pursuant to the 1st Defendant's Appointment/Engagement Letter of 15th January 2015, the Claimant's Acceptance letter of 16th January, 2015, as well as the Parole agreement between the Claimant and the 1st defendant, regarding a 1% remuneration as the Claimant's Consultancy Fees for services provided to the 1st Defendant, the 1st Defendant is contractually bound to pay and the Claimant lawfully entitled to receive:*

- i. *the sum of \$26,892,793.65 (Twenty six million, eight hundred and ninety two thousand, seven hundred and ninety three dollars, sixty five cents);*
- ii. *the sum of N6,493,430,000.00 (Six billion, four hundred and ninety three million, four hundred and thirty thousand naira only);*

being 1% of the final tranches of the Paris Club Refunds paid and/or to be paid to the States of the Federation.

b. *AN ORDER DIRECTING the Defendants to pay the Claimant:*

- i. *\$26,892,793.65 (Twenty six million, eight hundred and ninety two thousand, seven hundred and ninety three dollars, sixty five cents);*
- ii. *N6,493,430,000.00 (Six billion, four hundred and ninety three million, four hundred and thirty thousand naira only);*

being 1% of the final tranches of the Paris Club Refunds paid and/or to be paid to the States of the Federation.

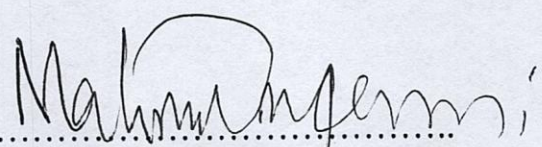
- c. *AN ORDER RESTRAINING the 2nd Defendant from mandating/authorizing Central bank to disburse or distribute, any further Refunds to the States, without the due and full settlement of the Claimant's Consultancy fees as indicated above.*
- d. *AN ORDER granting the Claimant, interest on the judgment sum, at the rate of 10% per annum, from the date of judgment till final liquidation of the judgment sum.*

The Writ was issued by **Mahmud Abubakar Magaji SAN**, whose address for service is, **No. 9 Bouzum close off Ademola Adetokunbo Crescent (behind AP Plaza) Wuse II**, Abuja, Federal Capital Territory, legal practitioner for the said Claimant, who resides at No. 21 Amazon Street, Ministers Hill, Maitama District, Abuja, Federal Capital Territory.

ENDORSEMENT TO BE MADE ON COPY OF THE WRIT FORTHWITH AFTER SERVICE:

This Writ was served by me at.....on the Defendants by.....on the.....day of.....2022.

Endorsed on the^{13th}.....day of.....^{January}.....2022


 ✓ Mahmud Abubakar Magaji SAN
 Danjuma G. Ayeye Esq.,
 J.M. Jai Esq.,
 Alfred Iortyaver Esq.,
 Haruna Wada Esq.
M.A Mahmud & Co.
 (Claimant's counsel)
 No. 9 Bouzum close off
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IN THE HIGH COURT OF FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA

SUIT NO.FCT/CV/1984/2021

BETWEEN

OLUKAYODE A. AJULO
(Practicing under the Name and Style,
Kayode Ajulo & Co. Castle of Law.....

HONOURABLE COURT OF THE FCT
REGISTRAR
Abraham Yusuf
Registrar
Date.....
SIGNATURE.....
CLAIMANT

AND

1. INCORPORATED TRUSTEES OF THE NIGERIA GOVERNOR'S FORUM (By itself and as representatives of all the States in Nigeria and the Federal Capital Territory, Abuja).
2. HON. MINISTER OF FINANCE
3. HON. ATTORNEY GENERAL OF THE FEDERATIONDEFENDANTS

AMENDED STATEMENT OF CLAIM

1. The Claimant is a legal practitioner and the principal partner of Kayode Ajulo & Co. also known as Castle of Law and provides Consultancy services for private individuals as well as public entities within the jurisdiction of this Honourable Court.
2. The 1st Defendant is a Part F entity under the Companies and Allied Matters Act and is an umbrella body for the 36 Executive Governors of States in Nigeria and is also responsible for the day to day management and coordination of matters affecting the 36 States of the Federation as represented by their Executive Governors, all from its headquarters located at No. 11 Deng Xiaoping Street, Asokoro Abuja, FCT within the jurisdiction of this Honourable Court.
3. The 2nd and 3rd Defendants are Agents of the Federal Government of Nigeria responsible both for advising and recommending to the Federal Government, persons and entities to be paid from the Refunds of First Line Charge over

deductions relating to the Paris Club and also channeling authorizations from the Federal Government to the Central Bank to make actual payments.

4. The Claimant avers that by a letter dated the 15th of January 2015, his law firm, Kayode Ajulo & Co. Castle of Law was appointed and engaged by the 1st Defendant as a Consultant to the 1st Defendant on Paris Club related illegal first line charge deductions from allocations by the Federal Government. The 1st Defendant's letter of 15th January 2015, is hereby pleaded and shall be relied upon at the trial of this Suit.
5. The Claimant further avers that by a letter dated the 16th of January 2015, his law firm accepted the appointment and engagement by the 1st Defendant. The Claimant pleads and shall at the trial of this suit rely, on the letter dated 16th January 2015, written by his Firm to the 1st Defendant. The 1st Defendant is hereby given notice to produce the original.
6. The Claimant avers that the 1st Defendant indicated to the Claimant, via its letter of the 19th of January 2015, that it would be prepared to pay between 1% and 2% of amounts recovered, as the Claimant's Consultancy fees. The Claimant pleads and shall at the trial of this suit rely on the Letter dated the 19th of January 2015, by the 1st Defendant to the Claimant.
7. The Claimant avers that he subsequently held meetings with the Head of the 1st Defendant's secretariat who also signed the letters referred to in paragraph 5 and 7 above and at all times acted with the full consent and authority of the 1st Defendant; and at these meetings an oral agreement and understanding was reached that the Claimant would be paid 1% of the amount(s) recovered from the Federal Government as refunds of illegal First Line Charge deductions.
8. On the 22nd of January 2015, the Claimant submitted its Report/Legal Opinion on the assignment he was engaged to perform by the 1st Defendant, the Report was received by the 1st Defendant on the same day. The Claimant pleads and shall at the trial of this suit rely on the said Report/Legal opinion.

9. The Claimant avers that he continued to work assiduously towards realizing the mandate given by the 1st Defendant which was the presentation of a strong case to the Federal Government for the refund to States of all illegal First Line Charge deductions. The Claimant as part of his efforts also engaged the services of high powered individuals, researchers, strategists, lobbyists, senior citizens and other prominent and influential stakeholders. Most of the professionals and researchers were not only from across the country but also from around the world.
10. Sometime in June 2015, the Claimant had been able, through some of the efforts indicated in paragraph 10 above, to engage directly with the President and Commander in Chief of the Federal Republic of Nigeria on the issue of Refunds of unlawful deductions. The Claimant had also met the then Minister of Finance Dr. Ngozi Okonjo Iweala as well as the elder Statesman Chief Edwin Clark. All this was to the knowledge of the 1st Defendant. The Claimant pleads and shall at the trial rely on his Update of Actions taken, dated the 5th of June 2015 and submitted to the 1st Defendant on the same date. The 1st Defendant is hereby given notice to produce the original.
11. The Claimant avers that it was by the series of meetings, both formal and informal, by interfacing and liaising with stakeholders and top Government officials, also by widespread and high powered consultations, sustained and active advocacy and multi-level interactions, that he was eventually able to facilitate the payment of the 1st tranche of the Refunds. This 1st tranche was released in November and December of 2016.
12. Following the release of the 1st tranche of Refunds by the Federal Government to the States, the Claimant wrote a series of letters to the 1st Defendant demanding the payment of his fees. The Claimant pleads and shall at the trial of this suit rely on his letters to the 1st Defendant dated the 26th of January, 24th of February, 9th March and 10th March – all of 2017. The 1st Defendant is hereby given notice to produce the originals.
13. The Claimant avers that on the 14th of March, 2017, the 1st Defendant wrote him, acknowledging receipt of all his letters referred to in paragraph 13 above. A copy of the 1st Defendant's letter dated the 14th of March 2017 is hereby pleaded and shall be relied upon at the trial of this suit.

14. The 1st Defendant by the letter of 14th March 2017 referred to above, attempted to evade its obligations to the Claimant by denying the authority of the signatory of the Claimant's engagement letters and by denying the authenticity of the 1st Defendant's letter head used. Whereupon the Claimant sent a formal reply (also dated the 14th of March 2017) correcting the misconceptions paraded in the 1st defendant's letter of 14th March, 2017. The Claimant's letter is hereby pleaded and shall be relied upon at the trial and the 1st Defendant is given notice to produce the original.
15. It was following the Claimant's clear explanation that the 1st Defendant then held several meetings with the Claimant, who by then had made a demand for the agreed 1% of the tranche as his Consultancy Fees in respect of the 1st Tranche.
16. The 1st Defendant however informed the Claimant that they would not be able to pay the Claimant the agreed 1% as a lot of money, several billions, had been paid to other consultants and some payments were inappropriately made to notable individuals who were not consultants but had influence with the 1st Defendant. The 1st Defendant's position was that its funds had been hugely depleted and pleaded with the Claimant to accept less than the agreed 1%. It was on this note that the Claimant reluctantly accepted an offer of N900,000,000.000 made by the 1st Defendant.
17. The Claimant avers that the 1st Defendant unquestionably accepted that the Claimant was a validly engaged consultant to whom the 1st Defendant clearly owed obligations, in view of his services which the 1st defendant also accepted. It was in recognition of the Claimant's valid engagement, his services rendered as well as its (1st Defendant's) own firm obligations to the Claimant, that the 1st Defendant, following a meeting of Governors on 1st June 2017, formally wrote to the Claimant inviting him to appear before a Legal Committee of Governors constituted to "*look into subsisting claims/suits by consultants regarding the Paris and London club Refunds*". The 1st Defendant's letter dated 2nd June 2017 addressed to and received by the Claimant in the above connection is hereby pleaded and shall be relied upon at the trial of this Suit.

18. That the meeting of the Legal Committee of Governors to which the Claimant was invited took place on the 7th of June 2017. The meeting was attended by the Claimant's appointed legal representative, the distinguished Senior Advocate of Nigeria, Chief Solomon Adegboyega Awomolo. The 1st Defendant's Legal Committee did not question the validity of the Claimant's appointment as a Consultant. The Committee however mildly questioned the rational for a Fee of N900,000,000.00, forgetting apparently that the 1st Defendant offered that amount itself in lieu of paying the agreed 1% on the 1st tranche.
19. The Legal Committee, after painstaking review of the Claimant's claims, recommended (and the 1st Defendant accepted) that his said claims be adequately addressed and amicably resolved.
20. It was for the above reason that the 1st Defendant's Secretariat entered into negotiation with the Claimant and ultimately a decision was taken to plead with the Claimant for a further downward review of his Consultancy Fees from N900,000,000.00 to N100,000,000.00. This negotiation took place over several days in the month of April 2018. The main reason given by the 1st Defendant, why the Claimant could not be paid N900,000,000.00 was not because he was not entitled to it but because the 1st Defendant's accounts had been seriously depleted by misappropriation of its funds by highly placed persons who prevailed on the 1st Defendant. The Claimant pleads and shall at the trial rely on the minutes of the Resolution meeting between himself and officers of the 1st defendant on the 6th of June 2018.
21. The Claimant avers that following the negotiation he was paid a negotiated and concessionary sum of N100,000,000.00 (One hundred million naira only) on the 1st tranche of refunds paid by the Federal Government. The Claimant also pleads and shall at the trial of this Suit rely on the 1st Defendant's letter dated 25th May 2018 informing the Claimant that the sum of N100,000,000.00 had been sent via the 1st Defendant's bankers to the Claimant. The 1st Defendant in the same letter demanded a 5% administrative fee from the Claimant. The Claimant for his part duly paid the 5% back to the 1st Defendant. The Claimant also pleads a copy of his Ecobank Cheque dated the 13th of June 2018, for N5,000,000.00 (Five Million Naira only), issued to the 1st Defendant. The 1st Defendant at the time of demanding the

N5 million also informed the Claimant that this payment would facilitate future payments of Consultancy fees to be made to him when other tranches are released and that the payment would also confirm the 1st Defendant's obligation to pay the Claimant.

22. Sometime in October 2018, and after a 2nd tranche of the Refunds had been paid, the Claimant wrote to the 1st Defendant demanding the payment of his Consultancy fees on the said 2nd tranche. The 1st Defendant's reply erroneously suggested that the earlier payment to the Claimant was full and final settlement of his claims. The Claimant pleads and shall at the trial rely on his letter dated the 30th of October 2018 (the 1st Defendant is hereby given notice to produce the original) and also on the 1st Defendant's letter dated the 28th of November 2018.
23. The Claimant avers that the 1% fee agreed by parole contract between himself and the 1st Defendant was by no means limited to the 1st tranche only but was tied to the entire Refunds made or to be made by the Federal Government to the States. Furthermore the 1st Defendant acknowledged, in the meeting of 6th June 2018 (as reflected in the minutes of the meeting), that the Claimant's efforts were instrumental to helping consultants engaged subsequently to achieve Refunds more expeditiously – that is to achieve the entire Refunds and not simply the 1st tranche.
24. The Claimant avers that on receiving the 1st defendant's letter of 28th November 2018 referred to above, he wrote a letter dated 14th December 2018, explaining in detail, how his Fees are tied to the entire refunds not just the 1st tranche and why the N100,000,000.00 paid to him was not a full and final payment of his entitlement, but was connected only with the 1st tranche of refunds made. The Claimant pleads and shall at the trial of this suit rely on his letter dated the 14th of December 2018. Notice is hereby given to the 1st Defendant to produce the original at the trial.
25. The Claimant further avers that his demand/claim for fees, which triggered the negotiation by the 1st Defendant, was made in respect of the 1st Tranche alone and did not concern tranches that were not yet paid at that time by the Federal Government.

26. The Claimant avers that on the 14th day of September 2018, by a letter of the same date, the erstwhile Hon. Minister of Finance, (3rd Defendant) drew the attention of the Governor of the Central Bank of Nigeria to the fact that the sum of \$2,689,279,365.00 (Two billion six, hundred and eighty nine million, two hundred and seventy nine thousand, three hundred and sixty five Dollars) had been approved by the President as payment to States. The Claimant pleads and shall at the trial rely on a copy of the said letter.
27. The Claimant further avers that the above mentioned funds were indeed paid to States and yet no step was taken to settle the outstanding 1% owed to him; which said 1% comes to \$26,892,793.65 (Twenty six million, eight hundred and ninety two thousand, seven hundred and ninety three dollars, sixty five cents).
28. The Claimant avers that sometime in May 2019, the 3rd Defendant made a public announcement that the sum of N649,343,000,000.00 (six hundred and forty nine billion, three hundred and forty three million naira only) had been approved for release to States as the final tranche of verified refunds from Paris Club unlawful first line charge deductions.
29. The Claimant also avers that he is entitled to be paid 1% of the sum of the sum mentioned in paragraph 29 above which comes to N6,493,430,000.00 (Six billion, four hundred and ninety three million, four hundred and thirty thousand naira only).
30. The Claimant further avers that the sums indicated in paragraphs 27 and 29 above, like all previous payments to States on the Paris Club Refunds, arise from and are connected with work done by the Claimant, which work facilitated the efforts of other consultants hired by the 1st Defendant – the critical importance of the Claimant's Consultancy work was acknowledged by the 1st Defendant at the negotiation meeting of 6th June 2018, the signed minutes of which the Claimant has already pleaded.
31. The Claimant avers that the Central bank warehouses Refunds recommended for payment by the 2nd Defendant; and that the 2nd Defendant has in the past made requests to it to set aside and pay to the 1st Defendant, certain amounts regarded as Consultancy Fees. The Claimant in this connection pleads and shall at the trial of this suit rely on a copy of the 2nd Defendant's mandate letter

to Central bank dated the 21st of November, 2016, authorizing it to pay the sum of \$86,546,526.65 to the 1st Defendant's account with GTB for the settlement of Consultancy Fees.

32. The Claimant avers that the 1st Defendant always made it clear to him that he was entitled to be paid the full 1% of tranches paid as his Consultancy fees as agreed; however, that some highly placed individuals had misappropriated the funds meant to pay him; and that the mismanagement was so bad that the 1st Defendant had to involve the Economic and Financial Crimes Commission to investigate and recover the misappropriated Consultancy fees.
33. That the Claimant's foreign partners and other foreign professionals who collaborated with him in discharging his mandate from the 1st Defendant have continued to threaten to institute proceedings against the Claimant as well as the Federal Government, and to seek measures of constraint and enforcement against the Federal Government in Courts in the United Kingdom and the United States.
34. The Claimant by a letter of 14th December 2018, sent a Demand Letter and Pre-action Notice to the 1st Defendant, copied the Central bank, 2nd and 3rd Defendants, indicating his intention to commence litigation, if need be for the balance of his Consultancy Fees. The Claimant pleads and shall at the trial of this suit rely on copies of the said Demand Letter and Pre-action Notice of which was served upon and received by the 1st 2nd, and 3rd Defendants.

WHEREOF the Claimant claims against the Defendants, jointly and severally, as follows:

- a. A DECLARATION that pursuant to the 1st Defendant's Appointment/Engagement Letter of 15th January 2015, the Claimant's Acceptance letter of 16th January, 2015, as well as Parole agreement between the Claimant and the 1st defendant regarding 1% remuneration as the Claimant's Consultancy Fees for services provided to the 1st Defendant, the 1st Defendant is contractually bound to pay and the Claimant lawfully entitled to receive:
 - i. the sum of **\$26,892,793.65** (Twenty six million, eight hundred and ninety two thousand, seven hundred and ninety three dollars, sixty five cents);

- ii. the sum of **N6,493,430,000.00** (Six billion, four hundred and ninety three million, four hundred and thirty thousand naira only);

being 1% of the final tranches of the Paris Club Refunds paid and/or to be paid to the States of the Federation.

- b. AN ORDER DIRECTING the Defendants to pay the Claimant:

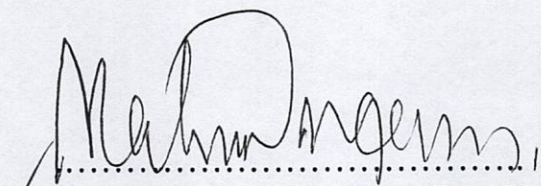
- i. **\$26,892,793.65** (Twenty six million, eight hundred and ninety two thousand, seven hundred and ninety three dollars sixty five cents);

- ii. **N6,493,430,000.00** (Six billion, four hundred and ninety three million, four hundred and thirty thousand naira only);

being 1% of the final tranches of the Paris Club Refunds paid and/or to be paid to the States of the Federation.

- c. AN ORDER RESTRAINING the 3rd Defendant from mandating/authorizing, the disbursement or distribution of any further Refunds to the States, without the due and full settlement of the Claimant's Consultancy fees as indicated above.

Dated this.....^{13th}.....day of.....^{January}.....2022



✓ Mahmud Abubakar Magaji SAN

Danjuma G. Ayeye Esq.,

J.M. Jai Esq.

Alfred Iortyaver Esq.,

Haruna Wada Esq.

M.A Mahmud & Co.

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representatives of all the States in Nigeria
and the Federal Capital Territory, Abuja).
2. HON. MINISTER OF FINANCE
3. HON. ATTORNEY GENERAL OF
THE FEDERATIONDEFENDANTS

WITNESS STATEMENT OF OATH OF DR. OLUKAYODE A. AJULO

I, OLUKAYODE A. AJULO, Male, Christian, Nigerian Citizen and Legal Practitioner and Consultant of 21 Amazon Street, Ministers Hill, Maitama District, Abuja Federal Capital Territory, do hereby solemnly swear and state as follows:

1. That I am a legal Practitioner and Consultant and also the principal partner of Kayode Ajulo & Co, Castle of Law, by virtue of which I am fully conversant with the facts and circumstance of this case.
2. That I depose to this affidavit from facts within my knowledge and those coming to me in the course of my involvement in the transactions leading to the filing of this Suit.
3. That as a legal practitioner and the principal partner of Kayode Ajulo & Co. also known as Castle of Law I provide Legal Consultancy services for private individuals as well as public entities within the jurisdiction of this Honourable Court.

4. That the 1st Defendant is a Part F entity under the Companies and Allied Matters Act and is an umbrella body for the 36 Executive Governors of States in Nigeria and is also responsible for the day to day management and coordination of matters affecting the 36 States of the Federation as represented by their Executive Governors, all from its headquarters located at No. 11 Deng Xiaoping Street, Asokoro Abuja, FCT within the jurisdiction of this Honourable Court.
5. That the 2nd and 3rd Defendants are Agents of the Federal Government of Nigeria responsible both for advising and recommending to the Federal Government persons and entities to be paid the Refunds forming the subject of my claim and also channeling authorizations from the Federal Government to the Central Bank to make actual payments.
6. That by a letter dated the 15th of January 2015, my law firm Kayode Ajulo & Co. Castle of Law was appointed and engaged by the 1st Defendant as a Consultant to the 1st Defendant on illegal deductions on State allocations by the Federal Government. The 1st Defendant's letter of 15th January 2015, has been pleaded and shall be relied upon.
7. That by a letter dated the 16th of January 2015, my law firm accepted the appointment and engagement from the 1st Defendant. I have pleaded shall rely upon a copy of the letter dated 16th January 2015, written by my Firm to the 1st Defendant. The 1st Defendant has been given notice to produce the original.
8. That the 1st Defendant indicated to me via its letter of the 19th of January 2015, that it would be prepared to pay between 1% and 2% of amounts recovered as the my Consultancy fees. I have pleaded shall rely on the Letter dated the 19th of January 2015, by the 1st Defendant.
9. That I subsequently held meetings with the Head of the 1st Defendant's secretariat who also signed the letters referred to above and at all times acted with the full consent and authority of the 1st Defendant; and at these meetings an oral agreement and understanding was reached that I would be paid 1% of the amount(s) recovered from the Federal Government as refunds of illegal First Line Charge and Paris Club related deductions.
10. On the 22nd of January 2015, I submitted our Report/Legal Opinion on the assignment I was engaged to perform by the 1st Defendant, the same was

received by the 1st Defendant on the same day. I have pleaded and shall rely on the said Report/Legal opinion.

11. That I continued to work assiduously towards realizing the mandate given by the 1st Defendant which was the presentation of a strong case to the Federal Government for the refund to States of all illegal First Line Charge deductions related to Paris Club Loans. As part of my efforts, I also engaged the services of high powered individuals, researchers, strategists, lobbyists, senior citizens and other prominent and influential stakeholders. Most of the professionals and researchers were not only from across the country but also from around the world.
12. Sometime in June 2015, I had been able, through some of the efforts indicated in paragraph 10 above, to engage directly with the President and Commander in Chief of the Federal Republic of Nigeria on the issue of Refunds of unlawful deductions. I had also met the then Minister of Finance Dr. Ngozi Okonjo Iweala as well as the elder Statesman, Chief Edwin Clark. All this was to the knowledge of the 1st Defendant. I have pleaded and shall rely on my Update of Actions taken, dated the 5th of June 2015 and submitted to the 1st Defendant on the same date. The 1st Defendant has been given notice to produce the original.
13. That I know as a fact that it was by the series of meetings, both formal and informal, by interfacing and liaising with stakeholders and top Government officials, also by widespread and high powered consultations, sustained and active advocacy and multi-level interactions, that I was eventually able to facilitate the payment of the 1st tranche of the Refunds. This 1st tranche was released in November and December of 2016.
14. Following the release of the 1st tranche of Refunds by the Federal Government to the States, I wrote a series of letters to the 1st Defendant demanding the payment of my Consultancy fees. I have pleaded and shall rely on my letters to the 1st Defendant dated the 26th of January, 24th of February, 9th March and 10th March 2017. The 1st Defendant has been given notice to produce the original.
15. That on the 14th of March, 2017, the 1st Defendant wrote to me, acknowledging receipt of all my letters referred to in paragraph 13 above. A copy of the 1st Defendant's letter dated the 14th of March 2017 has been pleaded and shall be relied upon.

16. The 1st Defendant by the letter of 14th March 2017 referred to above, attempted to evade its obligations to me by denying the authority of the signatory of my engagement letters and by denying the authenticity of the 1st Defendant's letter head used. Whereupon I sent a formal reply (also dated the 14th of March 2017) correcting the misconceptions paraded in the 1st defendant's letter of 14th March. 2017. My letter is hereby pleaded and shall be relied upon, and the 1st Defendant has been given notice to produce the original.
17. It was following my clear explanation that the 1st Defendant then held several meetings with me, as by then I had made a demand for the agreed 1% of the tranche as my Consultancy Fees in respect of the 1st Tranche.
18. The 1st Defendant however informed me that they would not be able to pay me the agreed 1%, as a lot of money, several billions, had been paid to other consultants and some payments were made to notable individuals who were not consultants but had influence with the 1st Defendant. The 1st Defendant claimed that its funds had been hugely depleted and pleaded with me to accept less than the agreed 1%. It was on this note that I reluctantly accepted an offer of N900,000,000.000 made by the 1st Defendant.
19. That the 1st Defendant unquestionably accepted that I was a validly engaged consultant to whom the 1st Defendant clearly owed obligations, in view of my services which the 1st defendant also accepted. It was in recognition of my valid engagement, my services rendered as well as its (1st Defendant's) own firm obligations to me, that the 1st Defendant following a meeting of Governors on 1st June 2017, formally wrote to me inviting me to appear before a Legal Committee of Governors constituted to "*look into subsisting claims/suits by consultants regarding the Paris and London club Refunds*". The 1st Defendant's letter dated 2nd June 2017 addressed to and received by me in the above connection has been pleaded and shall be relied upon.
20. That the meeting of the Legal Committee of Governors to which I was invited, took place on the 7th of June 2017. The meeting was attended by my appointed legal representative, the distinguished Senior Advocate of Nigeria, Chief Solomon Adegboyega Awomolo. The 1st Defendant's legal Committee did not question the validity of my appointment as a Consultant. The Committee however questioned the rationale for a Fee of N900,000,000.00, forgetting apparently that the 1st Defendant offered that amount itself in lieu of paying the agreed 1% on the 1st tranche.

21. The Legal Committee, after painstaking review of my claims, recommended (and the 1st Defendant accepted) that my said claims be adequately addressed and amicably resolved.
22. It was for the above reason that the 1st Defendant's Secretariat entered into negotiation and ultimately a decision was taken to plead with me for a further downward review of my Consultancy Fees from N900,000,000.00 to N100,000,000.00. This negotiation took place over several days in the month of April 2018. The main reason given by the 1st Defendant, why I could not be paid N900,000,000.00 was not because I was not entitled to it but because the 1st Defendant's accounts had been seriously depleted by other payments made. The have pleaded and shall rely on the minutes of the Resolution meeting between myself and officers of the 1st defendant.
23. That following the negotiation I was paid a negotiated and concessionary sum of N100,000,000.00 (One hundred million naira only). I also plead and shall rely on the 1st Defendant's letter dated 25th May 2018 informing me that the sum of N100,000,000.00 had been sent via the 1st Defendant's bankers to me. The 1st Defendant in the same letter demanded a 5% administrative fee from me. For my part I duly paid the 5% back to the 1st Defendant. I also plead a copy of my Ecobank Cheque dated the 13th of June 2018, for N5,000,000.00 (Five Million Naira only), issued to the 1st Defendant. The 1st Defendant at the time of demanding the N5 million also informed me that this payment would facilitate future payments of Consultancy fees to be made to me when other tranches are released and that the payment would also confirm the 1st Defendant's obligation to pay me.
24. Sometime in October 2018, and after a 2nd tranche of the Refunds had been paid, the I wrote to the 1st Defendant demanding the payment of my Consultancy fees on the said 2nd tranche. The 1st Defendant's reply erroneously suggested that the earlier payment to me was in full and final settlement of my claims. I have pleaded and shall at the trial rely on my letter dated the 30th of October 2018 (the 1st Defendant has been given notice to produce the original). I also on the 1st Defendant's letter dated the 28th of November 2018.
25. That the 1% fee agreed by parole contract between myself and the 1st Defendant was by no means limited to the 1st tranche only but was tied to the entire Refunds made or to be made by the Federal Government to the States.

Furthermore the 1st Defendant acknowledged, in the meeting of 6th June 2018 (as reflected in the minutes of the meeting), that my efforts were instrumental to helping consultants engaged subsequently to achieve Refunds more expeditiously – that is to achieve the entire Refunds and not simply the 1st tranche.

26. That on receiving the 1st defendant's letter of 28th November 2018 referred to above, I wrote a letter dated 14th December 2018, explaining in detail, how my Fees are tied to the entire refunds not just the 1st tranche and why the N100,000,000.00 paid to me was not and could not have been a full and final payment of my full entitlement, but was connected only with the 1st tranche of refunds made. I have pleaded and shall rely on my letter dated the 14th of December 2018. Notice has been given to the 1st Defendant to produce the original at the trial.
27. That my demand/claim for fees, which triggered the negotiation by the 1st Defendant, was made in respect of the 1st Tranche alone and did not concern tranches that were not yet paid by the Federal Government.
28. That on the 14th day of September 2018, by a letter of the same date, the erstwhile Hon. Minister of Finance, (3rd Defendant) drew the attention of the Governor of the Central Bank of Nigeria to the fact that the sum of \$2,689,279,365.00 (Two billion six hundred and eighty nine million, two hundred and seventy nine thousand, three hundred and sixty five Dollars) had been approved by the President as payment to States. I plead and shall at the trial rely on a copy of the said letter.
29. That the above mentioned funds were indeed paid to States and yet no step was taken by the 1st Defendant to settle the outstanding 1% owed to me; which said 1% comes to \$26,892,793.65 (Twenty six million, eight hundred and ninety two thousand, seven hundred and ninety three dollars and sixty five cents).
30. That sometime in May 2019, the 3rd Defendant made a public announcement that the sum of N649,343,000,000.00 (six hundred and forty nine billion, three hundred and forty three million naira only) had been approved for release to States as the final tranche of verified refunds from Paris Club deductions.

31. That I am entitled to be paid 1% of the sum of the sum mentioned in paragraph 27 above which comes to N6,493,430,000.00 (Six billion, four hundred and ninety three million, four hundred and thirty thousand naira only).
32. That the sums indicated above, like all previous payments to states on the Paris Club Refunds, arise from and are connected with work done by me, which work facilitated the efforts of other consultants hired by the 1st Defendant – the critical importance of my Consultancy work was acknowledged by the 1st Defendant at the negotiation meeting of 6th June 2018, the signed minutes of which I have already pleaded.
33. That Central bank warehouses Refunds recommended for payment by the 2nd Defendant; and that the 2nd Defendant has in the past made requests to the Central bank to set aside and pay to the 1st Defendant, certain amounts regarded by the 2nd Defendant as Consultancy Fees. In this connection I have pleaded and shall rely on a copy of the 2nd Defendant's mandate letter to the Central Bank dated the 21st of November, 2016, authorizing it to pay the sum of \$86,546,526.65 to the 1st Defendant's account with GTB for the settlement of Consultancy Fees.
34. That the 1st Defendant always made it clear to me that I was entitled to be paid the full 1% of tranches paid as my Consultancy fees, as agreed; however, that some highly placed individuals had misappropriated the funds meant to pay me; and that the mismanagement was so bad that the 1st Defendant had to involve the Economic and Financial Crimes Commission to investigate and recover the misappropriated Consultancy fees.
35. That my foreign partners and other foreign professionals who collaborated with me in discharging my mandate from the 1st Defendant have continued to threaten to institute proceedings against my Firm as well as the Federal Government, and to seek measures of constraint and enforcement against the Federal Government in Courts in the United Kingdom and the United States.
36. That on the 14th December 2018, I sent a Demand Letter and Pre-action Notice to the 1st Defendant, which I copied Central bank, 2nd and 3rd Defendants, indicating my intention to commence litigation, if necessary, for the balance of my Consultancy Fees. I have pleaded and shall rely on copies of the said Demand Letter and Pre-action Notice which were served upon and received by the 1st 2nd, and 3rd Defendants.

37. That I humbly urge this Honorable Court to grant my claims against the Defendants, jointly and severally, as indicated in my Writ and Statement of Claim, which are:

a. A DECLARATION that pursuant to the 1st Defendant's Appointment/Engagement Letter of 15th January 2015, my Acceptance letter of 16th January, 2015, as well as the Parole agreement between myself and the 1st defendant regarding 1% remuneration as my Consultancy Fees for services provided to the 1st Defendant, the 1st Defendant is contractually bound to pay and I am lawfully entitled to receive:

i. the sum of **\$26,892,793.65** (Twenty-six million eight hundred and ninety two thousand, seven hundred and ninety three dollars sixty five cents);

ii. the sum of **N6,493,430,000.00** (Six billion four hundred and ninety three million four hundred and thirty thousand naira only);

being 1% of the final tranches of the Paris Club Refunds paid and/or to be paid to the States of the Federation.

b. AN ORDER DIRECTING the Defendants to pay me:

i. **\$26,892,793.65** (Twenty-six million eight hundred and ninety two thousand, seven hundred and ninety three dollars sixty five cents);

ii. **N6,493,430,000.00** (Six billion four hundred and ninety-three million four hundred and thirty thousand naira only);

being 1% of the final tranches of the Paris Club Refunds paid and/or to be paid to the States of the Federation.

c. AN ORDER RESTRAINING the 3rd Defendant from mandating/authorizing, the disbursement or distribution of any further Refunds to the States, without the due and full settlement of my Consultancy fees as indicated above.

38. That I do solemnly and sincerely declare and affirm that I make this solemn declaration in good faith, conscientiously believing the same to be true and correct and in accordance with the provisions of the Oaths Act LFN 2004.

[Handwritten Signature]
DEPONENT

Sworn to at the High Court of the Federal Capital Territory Registry Abuja
this... *13*...day of... *January*... 2022

BEFORE ME

[Handwritten Signature] 13/1/22
COMMISSIONER FOR OATHS
HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
ABUJA
COMMISSIONER FOR OATHS
IBRAHIM YA'U

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

SUIT NO.FCT/CV/1984/2021

BETWEEN

OLUKAYODE A. AJULO
(Practicing under the Name and Style,
Kayode Ajulo & Co. Castle of Law.....CLAIMANT

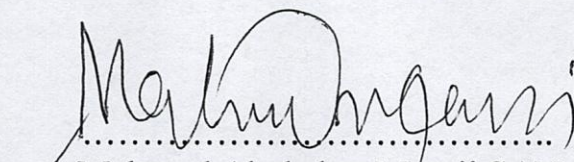
AND

1. INCORPORATED TRUSTEES OF
THE NIGERIA GOVERNOR'S FORUM (By itself and as
representatives of all the States in Nigeria
and the Federal Capital Territory, Abuja).
2. HON. MINISTER OF FINANCE
3. HON. ATTORNEY GENERAL OF
THE FEDERATIONDEFENDANTS

LIST OF CLAIMANT'S WITNESSES

Dr. Olukayode Ajulo Esq.

Dated this.....^{13th}.....day of.....^{January}.....2022


.....
Mahmud Abubakar Magaji SAN
Danjuma G. Ayeye Esq.,
J.M. Jai Esq.,
Alfred Iortyaver Esq.,
Haruna Wada Esq.

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

SUIT NO.FCT/CV/1984/2021

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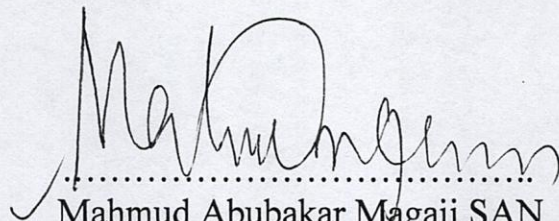
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3. HON. ATTORNEY GENERAL OF
THE FEDERATIONDEFENDANTS

LIST OF DOCUMENTS TO BE RELIED ON BY THE CLAIMANT

1. 1st Defendant's Appointment Letter of 15th January 2015 to the Claimant.
2. Claimant's Acceptance Letter of 16th January, 2015 to the 1st Defendant.
3. 1st Defendant's Letter of 19th January, 2015 to the Claimant.
4. Claimant's Legal opinion of 22nd January 2015 to the 1st Defendant.
5. Claimant's Update of Actions taken dated 5th June 2015 addressed to 1st Defendant.
6. Bundle of Claimant's Letters to the 1st Defendant dated, 26th January, 24th February, 9th March and 10th March – all, of 2017.
7. 1st Defendant's Letter to Claimant of 14th March 2017.

8. Claimant's Letter to 1st Defendant of 14th March 2017.
9. 1st Defendant's Letter to Claimant of 2nd June 2017
10. Awomolo & Associates Letter to Chairman of 1st Defendant's Legal Committee dated 12th June 2017.
11. 1st Defendant's Letter to Claimant dated 25th May 2018.
12. Claimant's Letter to 1st Defendant dated 30th October, 2018.
13. Signed Minutes of Resolution meeting held on the 6th of June 2018 between 1st Defendant's officers and the Claimant.
14. Claimant's letter to 1st Defendant dated 14th December 2018.
15. 2nd Defendant's Letter to Central Bank dated 21st November 2016.
16. 2nd Defendant's letter to Central Bank dated 14th September 2018.

Dated this.....13th.....day of.....January.....2022



Mahmud Abubakar Magaji SAN
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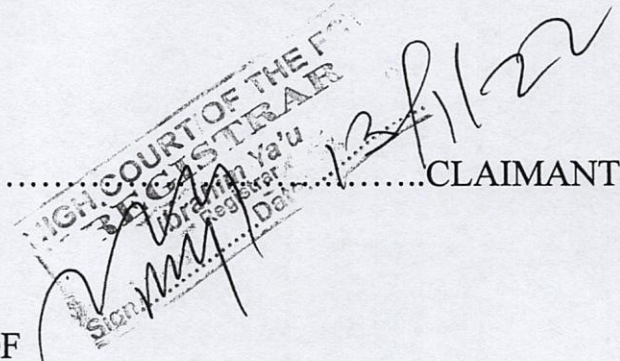
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IN THE HIGH COURT OF FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
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SUIT NO.FCT/CV/1984/2021

BETWEEN

OLUKAYODE A. AJULO
(Practicing under the Name and Style,
Kayode Ajulo & Co. Castle of Law.....



CLAIMANT

AND

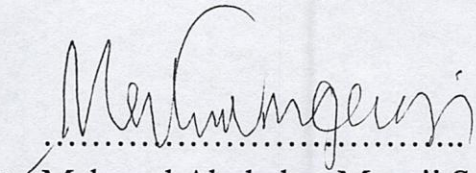
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3. HON. ATTORNEY GENERAL OF THE FEDERATIONDEFENDANTS

CERTIFICATE OF PRE-ACTION COUNSELING

I hereby certify that the Claimant in this action who is my client has been properly counselled as to the strengths and weaknesses of this action, and as to other methods of resolving disputes of this nature aside litigation, and the Claimant having properly understood same has nevertheless instructed that the action be instituted on his behalf.

I hereby undertake to be liable to pay the cost of the proceedings where the case turns out to be frivolous.

Dated this.....^{13th}.....day of.....^{January}.....2022



Mahmud Abubakar Magaji SAN

Danjuma G. Ayeye Esq.,

J.M. Jai Esq.,

M.A Mahmud & Co.

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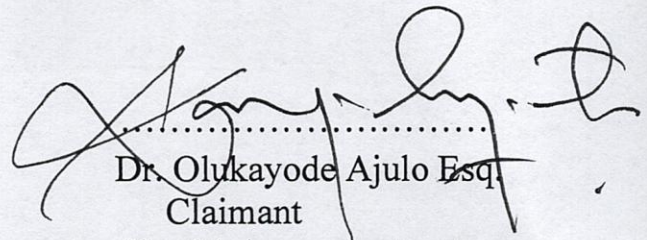
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Claimant

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Abuja FCT.