

**IN THE FEDERAL HIGH COURT OF NIGERIA
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA
ON THURSDAY THE 25TH DAY OF JUNE, 2020
BEFORE HIS LORDSHIP, HON. JUSTICE DR. NNAMDI O. DIMGBA
JUDGE**

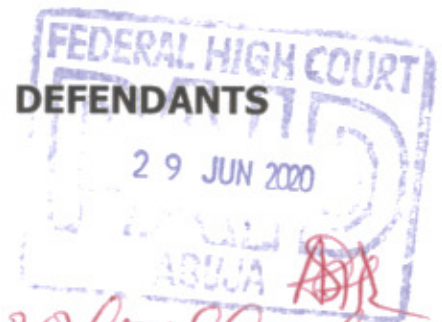
CHARGE NO.: FHC/ABJ/CR/42/2016

BETWEEN:

THE FEDERAL REPUBLIC OF NIGERIA - COMPLAINANT

AND

- 1. ABBA MORO PATRICK**
- 2. ANASTASIA M. DANIEL NWOBIA**
- 3. F. O. ALAYEBAMI**
- 4. DREXEL TECH. NIGERIA LIMITED**



RULING

230404986287

This is a ruling on No Case Submissions filed by the Defendants urging the Court to discharge and acquit them on the basis that on a totality of the evidence adduced by the Prosecution, no *prima facie* case has been established to sustain the charge preferred against them. The present is an eleven (11) count Amended Charge No. 2 dated and filed on 23/01/18. This superseded an earlier Charge dated 23/02/16. Upon arraignment on the present charge on 24/01/18, the Defendants pleaded "Not Guilty" to all the counts, upon which trial commenced and progressed to the close of the Prosecution's case. By the close of the Prosecution's case on 25/11/19, the Prosecution had called 12

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witnesses, **PW1** to **PW12**, all of who testified in a bid to prove the counts of the Amended Charge. A total of fifty-seven (57) documentary evidence was also tendered and admitted and marked as **Exhibits AAFD1** to **AAFD57**. At the end, the Defendants did not believe that the Prosecution, by the evidence adduced, had made out a sufficient case to warrant them being called upon to open their defence. They have therefore opted to make a No Case Submission in line with Section 303 of the Administration of Criminal Justice Act (ACJA), 2015.

The 1st Defendant's No Case Submission was dated and filed on 20/01/20. The Prosecution's response to the said process is dated 21/02/20 but filed on 24/02/20. The 1st Defendant's additional written submissions by way of a Reply on Points of Law is dated 24/03/20 and filed same day.

The 2nd Defendant's No Case Submission was dated 10/01/20 but filed on 13/01/20. The Prosecution's response to the said process is dated 21/02/20 but filed on 24/02/20. The 2nd Defendant's additional written submissions by way of a Reply on Points of Law is dated 21/04/20 but filed on 28/04/20.

The 3rd Defendant's No Case Submission is dated 03/12/19 and filed same day. In reaction, the Prosecution filed a Written Address dated 21/02/20 but filed on 24/02/20.

The 4th Defendant's No Case Submission is dated 16/12/19 but filed on 23/12/19 and deemed properly filed on 28/01/20. In reaction to the said process, the Prosecution filed a Written Address dated 21/02/20 but filed on 24/02/20. The 4th Defendant's additional written submission by way of a Reply on Points of Law is dated 02/03/20 and filed same day.

No further papers were filed. Now, on 30/04/20, learned counsel for the 1st Defendant, **A. T. Kehinde, SAN**; for the 2nd Defendant, **Chief Chris Uche, SAN**; for the 3rd Defendant, **Frank Ikpe, Esq**; for the 4th Defendant, **S. I. Ameh, SAN** and for the Prosecution, **Aliyu Yusuf, Esq.**, adopted the processes on the no case submission already identified, adumbrated on same, and urged the Court to resolve the no case contention in favour of the respective parties that they represent.

I have critically reviewed all the materials, consisting of the written submissions of counsel already identified, the entire records of the proceedings starting from the commencement of trial till date, and the entire evidence adduced during trial. As already noted, the evidence adduced was first, the oral testimonies of **PW1** to **PW12** whose details are as follows:

PW1: David shifu Paradang - former Controller General (CG) of the Nigerian Immigration Service (NIS). He wrote **Exhibit**

AAFD1. Exhibits AAFD2, AAFD3, AAFD4 and AAFD11 (letter of suspension) were addressed to him.

PW2: Sylvanus Dan Kano Tapgun - Director/Secretary of Civil Defence, Immigration, Fire Service and Prisons Board (CDIFPB). He played many roles in the events that gave rise to this charge and he equally made some of the exhibits tendered at trial, for example, **Exhibits AAFD2, AAFD16.**

PW3: Engineer Ishaq Yahaya - Director Compliance and Monitoring, Bureau of Public Procurement (BPP). He was called by the Prosecution to testify that the Public Procurement Act (PPA) 2007 was violated in the award of the contract to the 4th Defendant.

PW4: Mustapha Bello - Compliance Department of the Corporate Affairs Commission (CAC). His testimony was to the effect that the 4th Defendant is an existing company and not the other variant of names by which it was being referred to in some of the documents relating to the contract.

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PW5: Augustine Chukwuma Ugorji - Head of Finance, Pay4me Services Nig. Ltd. His testimony was to the effect that according to the provisions of **Exhibits AAFD55** and **AAFD30**, his organization Pay4me Nig. Ltd. collected the access fees paid by job applicants, took its agreed commission and transferred the balance to the 4th Defendant.

PW6: Bilikisu Mohammed - Relationship Manager Keystone Bank Plc. Her testimony related to all the activities concerning the 4th Defendant's account with her bank.

PW7: Lekan Salami - Senior Banking Officer, Nigerian Interbank Settlement Systems (NIBSS). He testified to the effect that monies were collected through the various banks as arranged by the collector, Pay4me Nig. Ltd. and his organization received its agreed commission.

PW8: Aliyu Sufianu: A worker with Morrision Int. Bureau de Change. He testified that in the course of his job he legitimately exchanged USdollars with the 4th Defendant through a banker, Mr. Biodun, in the employ of Keystone Bank Plc.

PW9: Olusina Odugbemi - Manager, Programs (Civil Society Network Against Corruption). His testimony was that

following the deaths of applicants during the NIS recruitment in 2014, his organization spearheaded the agitation for justice that brought about the present criminal charge.

PW10: *Dr Mustapha Zakariah - Member, CDIFPB. He testified that he was not happy that some aspects of the recruitment into the NIS were outsourced and equally did not carry out his assigned supervision of the aptitude test in Kaduna and Bauchi States.*

PW11: *Etim Abam - Investigation officer with the Economic and Financial Crimes Commission (EFCC). He testified that he was part of the team that investigated this case and that their conclusion was that the contract was awarded to a non-existent company.*

PW12: *Adeniyi Adebayo - Investigation officer with the EFCC. He testified as the Prosecution's star witness, and was of the view that the contract with the 4th Defendant, **Exhibit AAFD55**, was void on the basis that it was awarded to a non-existent company; supposedly the result of a conspiracy by all the other Defendants to favour the 4th Defendant.*

The documentary evidence adduced were **Exhibits AAFD1 to AAFD57** whose details are as follows:

- 1) **Exhibit AAFD1** - Letter dated 09/09/13 from PW1 to the Secretary of the CDFIPB.
- 2) **Exhibit AAFD2** - The reply letter by the Secretary (PW2) of the CDFIPB to PW 1.
- 3) **Exhibit AAFD3** - Letter dated 13/03/14 from PW2 to PW1 on the conduct of the recruitment exercise.
- 4) **Exhibit AAFD4** - Letter dated 26/03/14 appointing PW1 as a member of Presidential Committee on the NIS recruitment.
- 5) **Exhibit AAFD5** - Minutes of meeting of 30/01/14 between CDFIPB Secretariat and the 4th Defendant, in which persons present were adopted as members of the Steering Committee for the NIS recruitment exercise.
- 6) **Exhibit AAFD6** - Minutes of meeting of the Steering Committee held on 7/03/14.
- 7) **Exhibit AAFD7** - Minutes of meeting of 5/03/14 between CDFIPB Secretariat and the 4th Defendant.
- 8) **Exhibit AAFD8** - Minutes of meeting of 11/03/14 between the officials of CDFIPB

Secretariat and the NIS on the recruitment exercise.

- 9) **Exhibit AAFD9** - Minutes of meeting of 12/02/14 of the Steering Committee.
- 10) **Exhibit AAFD10** - Minutes of meeting of 10/03/14 between the officials of CDFIPB Secretariat and the NIS on the recruitment exercise.
- 11) **Exhibit AAFD11** - Letter of suspension of PW1 from the Ministry of Interior for insubordination dated 21/08/15.
- 12) **Exhibit AAFD12** - Statement of PW1 to the EFCC dated 14 /9/15.
- 13) **Exhibit AAFD13** –Certified True Copy (CTC) of the agreement between Drexel Tech Nig. Ltd and the Ministry of Interior.
- 14) **Exhibit AAFD14** - CTC of report by PW2 to the Senate of the NASS of Nigeria on the NIS recruitment.
- 15) **Exhibit AAFD15** - CTC of letter dated 21/01/14 from the 4th Defendant to the Minister of Interior, informing him of the completion of the registration of job applicants.

- 16) **Exhibit AAFD16** - Copy of undated memo from PW2 to the 1st Defendant.
- 17) **Exhibit AAFD17** - CTC of highlights of decisions reached at the meeting between the Board Secretariat, NIS and the 4th Defendant on 07/02/14.
- 18) **Exhibit AAFD18** - Letter dated 01/04/14 from the BPP to the 1st Defendant.
- 19) **Exhibit AAFD19** - BPP Due Process Report dated 13/05/14.
- 20) **Exhibit AAFD20** - Ministry of Interior letter and attached documents to Director General (DG) of BPP dated 14/04/14.
- 21) **Exhibit AAFD21** - Memo from BPP to the President of the Federal Republic of Nigeria.
- 22) **Exhibit AAFD22** - Letter dated 13/01/16 from BPP to EFCC.
- 23) **Exhibit AAFD23** – The corporate profile and documents of the 4th Defendant.
- 24) **Exhibit AAFD24** - letter dated 13/1/16 from EFCC to BPP.
- 25) **Exhibit AAFD25** - Minutes of the 1st Ministerial Tenders Board (MTB) meeting for 2013 held on

10/04/13 in which approval for the award of the e-recruitment portal contract to the 4th Defendant was made.

- 26) **Exhibit AAFD26(1-15)** - Letter from the EFCC to the Registrar-General (RG) of CACA dated 27/1/16.
- 27) **Exhibit AAFD27(1-2)** - Letter from EFCC to RG of CAC dated 03/03/16.
- 28) **Exhibit AAFD28(1-22)** - Letter from EFCC to RG of CAC dated 01/4/13.
- 29) **Exhibit AAFD29(1-2)** - Statement of PW5 to the EFCC dated 27/5/14.
- 30) **Exhibit AAFD30** - Letter from the 4th Defendant dated 10/07/13, appointing Pay4me Ltd as collation agent.
- 31) **Exhibit AAFD31** - Letter dated 18/08/11 from the Central Bank of Nigeria (CBN) to Pay4me Ltd approving its e-payment platform operation.
- 32) **Exhibit AAFD32(1-5)** - Master service agreement between Pay4me Ltd and Sterling Bank dated 17/05/13 for the collection of e-portal access fee from job applicants.

- 33) **Exhibit AAFD 33(1-10)** - Master service agreement between Pay4me Ltd and Zenith Bank dated 28/10/13 for the collection of e-portal access fee from job applicants.
- 34) **Exhibit AAFD34(1-8)** - Master service agreement between Pay4me Ltd and Diamond Bank dated 29/07/11 for the collection of e-portal access fee from job applicants.
- 35) **Exhibit AAFD35** - Letter from EFCC to Keystone Bank Plc. dated 04/02/16 requesting for the account documents of the 4th Defendant's.
- 36) **Exhibit AAFD36** - Letter from EFCC to Keystone Bank Plc. dated 01/08/14.
- 37) **Exhibit AAFD37** - Letter from EFCC to Keystone Bank Plc. dated 10/6/14 requesting for the account documents of the 4th Defendant.
- 38) **Exhibit AAFD38** - Letter from EFCC to Keystone Bank Plc. dated 30/06/14 requesting for the account documents of the 4th Defendant.
- 39) **Exhibit AAFD39(1-58)** - Letter from Keystone Bank Plc. to EFCC dated 05/02/16 forwarding the account documents for account number 1006077517 of the 4th Defendant.

- 40) **Exhibit AAFD40(1-4)** - Letter from Keystone Bank Plc. To EFCC dated 05/08/14 forwarding the requested copies of debit instructions of the 4th Defendant.
- 41) **Exhibit AAFD41(1-4)** - Letter from Keystone Bank to EFCC dated 16/6/14 forwarding the account documents for account number 1006077517 of the 4th Defendant.
- 42) **Exhibit AAFD42(1-188)** - Letter from Keystone Bank to EFCC forwarding the account documents for account numbers 6012817001, 100588000 and 1005247601.
- 43) **Exhibit AAFD43(1-17)** – Series of letters from the 4th Defendant to Keystone Bank Plc. dated 12/11/13 instructing the transfer of funds from its account number 1006077517.
- 44) **Exhibit AAFD44(1-2)** - NIBSS Document certifying that the details of transactions contained therein were as contained on its server dated 04/06/14.
- 45) **Exhibit AAFD45** - Observations and recommendations on the new recruitment contract to the 1st Defendant by two

Commissioners of the CDFIPB who allegedly wrote on behalf of the Board Appointment and Promotion Committee (BAPC).

- 46) **Exhibit AAFD46** - Minutes of the 40th meeting of CDFIPB, chaired by the 1st Defendant dated 09/12/13 in which decisions to follow up on the recruitment exercise were taken.*
- 47) **Exhibit AAFD47(1-3)** - Extra Judicial Statement of the 3rd Defendant, F.O Alayebami, to the EFCC dated 21/10/15.*
- 48) **Exhibit AAFD48(1-8)**—Extra Judicial Statements of the 1st Defendant, Abba Moro, to the EFCC dated 20/10/15 and 22/10/15.*
- 49) **Exhibit AAFD49(1-18)** —Extra Judicial Statements of the 3rd Defendant, F. O Alayebami, to the EFCC dated 24/09/14, 15/01/16 and 21/10/15.*
- 50) **Exhibit AAFD50(1-2)** —Extra Judicial Statements of the 2nd Defendant, Anastasia Nwobia, to the EFCC dated 21/10/14 and 23/10/15.*
- 51) **Exhibit AAFD51(1-30)** - Minutes of the 1st MTBmeeting of 2013 held on 10/04/13.*

- 52) **Exhibit AAFD52(1-5)** - Technical Report on the Outline Business Case for E-recruitment and other sundry matters.
- 53) **Exhibit AAFD53(1-8)** - Report titled E-recruitment Project from the Ministry of Interior PPP Project Team recommending that the contract be awarded to the 4th Defendant.
- 54) **Exhibit AAFD54** - Letter dated the 17th April 2013 to the General Manager of the 4th Defendant titled 'Award of Contract for e-Recruitment Project in the Ministry of Interior signed by the 3rd Defendant.
- 55) **Exhibit AAFD55(1-12)** - Agreement for the provision of online enlistment and recruitment services between the Ministry of Interior and the 4th Defendant.
- 56) **Exhibit AAFD56(1-6)** - Sales Agreement of a property at Maitama, Abuja between Mrs. Chichi Abba Gana and the 4th Defendant.
- 57) **Exhibit AAFD57** – Document titled Summary of Decisions of the 1st MTB Meeting Held on 10/04/13.

Now, the critical test in relation to no case contentions, as was laid down in the case of **Okafor v. The State (2015) 12 WRN 100 at 109**, is that considering as a whole the evidence adduced by the Prosecution when presenting their case, *"that something has been produced which makes it worthwhile to continue with the proceedings"*. If the relevant court is satisfied that nothing really worthwhile has been produced by the Prosecution to warrant a continuation of the proceedings; that is, asking a Defendant to open his defence in relation to any particular count, the Court will sustain the no case contention and discharge and acquit the Defendant in relation to that count. It is not the requirement of the law that a Defendant should be directed to open his defence just for fancy or for fun. But where something indeed has been produced which requires explaining, absent which a Defendant could face a conviction on a count, then the no case contention must fail in relation to that count and the Defendant shall be directed to open his defence. See: **Registered Trustees of the Synagogue Church of All Nation v. The State (2018) LPELR-46631(CA)**.

The best approach for me is to apply the above test to the various counts of the charge, foregrounded by the evidence adduced by the Prosecution.

Count 1 reads as follows:

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That you Abba Moro Patrick, Anastasia Daniel Nwobia, F. O. Alaiyebami, Mahmood Ahmadu (At large) and Drexel Tech Nigeria Ltd on or about the 17th of March 2013 at Abuja within the Jurisdiction of this Honorable Court with intent to defraud conspired to induce a total number of 675,675 (Six Hundred and Seventy Five thousand, Six Hundred and Seventy Five) Nigerian job applicants seeking employment with Nigerian Immigration Service to deliver property to wit: cumulative sum of N675,675,000 (Six Hundred and Seventy Five Million, Six Hundred and Seventy Five Thousand Naira) which sum represents the Sum of N1,000 (One thousand Naira) per applicant to Drexel Tech Nigeria Limited under the false pretence that the money represents e-payment for their online recruitment exercise into Nigerian Immigration Service and which pretence you knew was false contrary to section 8, & 1(1) (b) and punishable under section 1(3) of the Advance Fee Fraud and Other Fraud Related Offences Act, No. 14 of 2006.

Having reviewed the evidence as it relates to this count, I am of the view that there is no ground for proceeding. This count relates to the offence of conspiracy, and the conspiracy here, was that there was an agreement among the 1st, 2nd, 3rd and 4th Defendants and one Mahmood Ahmadu (the alter ego of the 4th Defendant) to deceive applicants for jobs with the NIS to pay the sum of N1,000 to access the e-portal set up for the recruitment by the 4th Defendant to make their applications. At the foundation of this charge of conspiracy is the thesis that the recruitment into the NIS was not real but a mere pretence, to the knowledge of the Defendants. And being a mere pretence, that the applicants who paid N1,000 to access the e-portal in the belief that they were to compete for existing job vacancies with the NIS, were in fact deceived because no such job vacancies existed.

It is trite that the plot between conspirators is hardly capable of direct proof, and that the courts, therefore, usually resolve the question of the existence of the offence of conspiracy by inference to be deduced from the evidence of criminal acts or inactions of the parties concerned as established before the court. See: **Semiu Afolabi v. The State [2013] 13 N.W.L.R (Pt. 1371) 292 @ 314, paras.B-C; E-F.** Granted that the crime of conspiracy is hard to establish and is usually based on inference,

but the inference is not one that hangs on the air but one that must be rooted on the totality of the relevant evidence adduced by the Prosecution. Reviewing the evidence adduced, I see nothing from which to deduce or infer the offence of conspiracy or to agree with the underlying assumption of the Prosecution that the recruitment for which the job applicants paid N1,000 to access the recruitment e-portal was a farce in that there were really no vacancies existing at the time, and to the knowledge of the Defendants (the alleged pretence). In fact, it appears that the evidence adduced itself contradicts this very assumption. PW1, PW2, PW3, PW10, PW11, PW12 all agreed during trial that the Ministry of Interior secured all the necessary approvals around 2012 to conduct recruitment to fill vacant positions within its agency, the NIS. An agreement was made by the relevant authority within the Ministry of Interior, the CDFIPB, chaired by the senior officials of the Ministry of Interior then consisting of the 1st Defendant as minister, and the 2nd Defendant as permanent secretary, with other key officials such as the 3rd Defendant, that the said recruitment should now follow an e-recruitment method said to be trending. See **Exhibit AAFD52**.

It is also in evidence during the presentation of the Prosecution's case that the individual charge of N1,000 as access fee for the e-portal was not derived widely or arbitrarily, but was approved by

the relevant government agency, the Federal Character Commission (FCC). There was also no evidence led by the Prosecution on the presence of any real deception. The Prosecution could have done this by inviting any of the applicants who applied for the NIS jobs through the e-portal to come and testify that he or she was indeed deceived in relation to the existence of any vacancies with the NIS at the time the applicant paid the N1,000 to access the e-recruitment portal. This last point is very important because as I have said earlier, the offence of conspiracy is incapable of direct proof but usually resolved through inference. If therefore the charge is that the Defendants conspired to deceive job applicants to pay N1,000 to access a portal for an e-recruitment, could there be a better way of the Court making the said inference of a conspiracy to deceive, other than from the testimonies of those who were allegedly deceived by the Defendants? Unfortunately, the Prosecution did not deem it fit to call even a single job applicant out of the 675,675 (Six Hundred and Seventy-Five Thousand, Six Hundred and Seventy-Five) applicants that applied for the e-recruitment and whose payments cumulatively came to the N675,675,000 (Six Hundred and Seventy-Five Million, Six Hundred and Seventy-Five Thousand Naira) that was the subject of the charge of conspiracy in count 1. The PW1, PW2, PW10, PW11, PW12 were in their testimonies

clearly unhappy that the recruitment exercise was outsourced to a service provider, the 4th Defendant, through the instrumentality of the e-portal that the 4th Defendant was to set up pursuant to **Exhibit AAFD55**. They preferred instead that the said recruitment be done internally and handled by the relevant Service. But they still agreed that electronic way of doing things is the modern trend, and that there was nothing illegal nor criminal about the use of electronic means to conduct the particular recruitment exercise in issue. These witnesses also agreed that the 4th Defendant performed the contract by providing the e-portal for the recruitment exercise which he was obliged to do under **Exhibit AAFD55**. There was also no evidence that any of the applicants who paid the access fee of N1,000 was unable to access the portal, and that failing this inability, no remediation was offered to the applicant. I already indicated above a weakness in the Prosecution's case on this count of not having called any of the applicants as a witness. This in itself is fatal to this count. See **Agbanimu v. FRN (2018) LPELR-43924(CA)**.

Apart from the 4th Defendant who, pursuant to the contract (**Exhibit AAFD55**) got a significant part of the cumulative sum paid by applicants to access the portal, there was no evidence that any of the other Defendants got any personal financial

benefit from the access fee paid by the Applicants. The evidence of PW6 and PW12 indeed is that no part of the sum of money paid by the applicants was traced or linked to any of the other Defendants apart from the 4th Defendant who got what it was entitled to under the contract, **Exhibit AAFD55**. The documentary evidence tendered, such as **Exhibits AAFD 5, 6, 7, 9 and 15** show that the contract for the provision of e-recruitment services by the 4th Defendant, represented by **Exhibit AAFD55**, was real and not farcical, and that the 4th Defendant was fully committed to the success of the recruitment project and took active steps pursuant to the contract. Those steps include attending and making contributions at the preparatory meetings, and providing the sum of N45million to the Ministry of Interior to support the conduct of the ill-fated physical examination, even though under the terms of **Exhibit AAFD55**, it was not obliged to make any financial contribution for the physical aspect of the recruitment exercise.

What is clear is that the e-recruitment portal was indeed provided by the 4th Defendant pursuant to a contract entered with the Government through **Exhibit AAFD55**, and the applicants paid the access fee for this portal in order to fill vacancies in the NIS for which approvals had already been given by the Federal Government. Following successful access of the e-portal by the

applicants, the physical aspect of the recruitment was then done, but it seems to have been done shabbily, resulting in the deaths of some applicants. But to suggest by the Prosecution, as appears to be the theory surrounding count 1, that because the physical aspect of the recruitment ended badly, leading as it did to an unfortunate outcome in the loss of lives and limbs, then the electronic aspect of the recruitment consisting of the setting up of an e-portal that job applicants could access and lodge their job applications, upon the payment of a fee of N1,000, was an act of deception on the jobseekers, and which deception the Defendants conspired to perpetrate, makes no common sense. It makes no common sense in the light of the totality of the evidence before the Court, relevant aspects of which I have highlighted. And if it makes no common sense, then I take the view that it also makes no legal sense calling on the Defendants to open their defence to count 1. I therefore sustain the no case contention on count 1, and thus acquit and discharge the Defendants of any liability on that count.

Counts 2, 4 and 5 of the charge are basically more of the same; being charges brought under the provisions of the Public Procurement Act (PPA), 2007.

Count 2 reads as follows:

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29/6/2020

That you Abba Moro Patrick, Anastasia Daniel Nwobia and F. O. Alaiyebami on or about the 30th of April 2013 at Abuja within the Jurisdiction of this Honorable Court did commit procurement fraud in the award of contract for the provision of online enlistment and recruitment services to Drexel Tech Global Limited by indirectly influencing the procurement process to obtain an unfair advantage in favor of the said Drexel Tech Global Limited by failing advertise the contract contrary to sections 24& 25 (1) and 2 (ii) and 58 (4) (b) and punishable under section 58(5) of the Public Procurement Act, No. 65 of 2007.

Count 4 reads as follows:

That you Abba Moro Patrick, Anastasia Daniel Nwobia, F. O. Alaiyebami on or about the 30th of April, 2013 at Abuja within the Jurisdiction of this Honourable Court did award contract for the provision of online enlistment and recruitment exercise into Nigerian Immigration Services to Drexel Tech Global Limited and Drexel Technologies Global to develop recruitment portal through selective tendering procedure by inviting 4 (Four) firms without seeking approval of Bureau for Public Procurement contrary to section 40 of the Public Procurement Act ,

No. 65 of 2007 and punishable under section 58 (5) of the same Act.

Count 5 reads as follows:

That you Abba Moro Patrick, Anastasia Daniel Nwobia, F. O. Alaiyebami on or about the 30th of April 2013 at Abuja within the Jurisdiction of this Honorable Court did commit procurement fraud in the award of contract for the provision of online enlistment and recruitment exercise into Nigerian Immigration Services by means of favor to Drexel Tech Global Limited and Drexel Technologies Global when you knew that they were not responsive to mandatory prequalification contrary to sections 50 and 58 (4) (b) of the Public Procurement Act, No. 65 of 2007 and punishable under section 58(5) of the same Act.

As stated and is evident, the 1st, 2nd and 3rd Defendants were charged together in counts 2, 4 and 5 for offences under the PPA, 2007. Having reviewed the evidence, I am of the view that there is a ground for proceeding. I am not unmindful of the arguments of the learned Defendants' counsel that the Defendants all acted within their power, and that section 15(2) of the PPA, 2007 granted them leave from obtaining a certificate of no objection

from the BPP in respect of contracts that have to do with national security. They also contended that other military and paramilitary agencies did not obtain no objection certification from the BPP in relation to contracts similar to that of the NIS recruitment that is the subject of the present criminal charge. The section 15(2) of the PPA to which reliance was placed by the Defendants provides as follows:

"The provisions of this Act shall not apply to the procurement of special goods; works and services involving national defense or national security unless the President's express approval has been first sought and obtained".

Having reviewed the literal language of this provision, my view is that the Defendants need to demonstrate how this exception availed them in relation to the contract with the 4th Defendant. Neither PW3 nor PW12 was willing to answer during cross-examination if no objection certifications were obtained for the recruitment or similar contracts entered into by equivalent paramilitary agencies. Even if such were to be the case in fact, it is not clear without proper demonstration that such forbearance was legal and that it excuses the Defendants from engaging with the BPP in relation to the particular contract that gave rise to this criminal charge. Absent a clear demonstration in the context of a

defence, I am not convinced without more that ordinary recruitment services that was the subject of the contract, **Exhibit AAFD55**, is the same or falls within the contemplation of "*special goods, works and services involving national defence or national security*" exempted under the Section 15(2) of the PPA.

The Defendants also need to show that they did not use their office, as alleged by the Prosecution, to grant undue advantage to the 4th Defendant in respect of this contract. I therefore hereby overrule the Defendants' no case submission on counts 2, 4 and 5.

Count 3 reads:

That you Abba Moro Patrick, Anastasia Daniel Nwobia, F. O. Alaiyebami on or about the 30th of April, 2013 at Abuja within the Jurisdiction of this Honourable Court did enter into a collusive contract for the provision of online enlistment and recruitment exercise into Nigerian Immigration Services to Drexel Tech Global Limited in the contract sum of N98,069,677.00 (Ninety Eight Million, Sixty Nine Thousand, Six Hundred and Seventy Seven Naira) without operational cost and which contract sum would

have been higher had there not been collusion, an act contrary to section 58(4)(a) of the Public Procurement Act , No. 65 of 2007 and punishable under section 58 (5)of the same Act.

Having reviewed the evidence as it relates to this count, I am of the view that there is no ground for proceeding. This count appears to be based on speculation. It is based on the theory or suspicion that the contract sum was split into two and awarded to the 4th Defendant without operational cost so as to accommodate the contract within the contract threshold allowed to the Ministerial Tenders Board (MTB). The Prosecution's witnesses, particularly PW3, **Engr. Ishaq Yahaya** (Director Compliance and Monitoring, BPP) and PW12, **Adeniyi Adebayo** (Investigation Officer, EFCC) on whose testimony this charge appears to be anchored on did not show the Court how they came by the theory that the contract sum was split into two. They also provided no evidence of what the genuine or authentic contract sum should have been, different to the contract sum of *N98,069,677.00* (Ninety-Eight Million, Sixty- Nine Thousand, Six Hundred and Seventy-Seven Naira) whose authenticity the Prosecution is impugning in count 3.

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For one thing, I have some concern regarding the level of professionalism that was employed in the investigation of these allegations. I am concerned about the open-mindedness of the investigators when investigating the matters that gave rise to some of the counts of the charge, including the count under consideration. The main investigator(PW12)appeared to have operated from the conviction that the contract entered into with the 4th Defendant (**Exhibit AAFD55**) was illegal, and appeared to have seen most things from that prism. In his testimony during cross examination, he had referred to seeing somewhere the operational cost of the project as being about N83million, different from the N98,069,677.00, and which amount is stated in the present count. But he could not tell the Court where he saw that amount of N83M he was under the impression that he saw somewhere. This count is also further anchored on the evidence by PW12 that the executive summary in **Exhibit AAFD20** for the three (3) other companies that submitted proposals for the contract are the same, which he considered to be indicative of bid rigging.

What is clear to me in relation to this count is that the investigators'suspicion as to what should have been the proper operational costs of the project was not thoroughly investigated to enable the prosecution uncover and produce to the Court

convincing evidence on which the allegation of collusive contract and bid-rigging would have stood. It is only when an investigation is comprehensive and thorough that one can unearth and provide evidence with which to support a suspicion; otherwise suspicion is just what it is. No amount of suspicion alone can create a *prima facie* case sufficient to invite a Defendant to open a defence. Reviewing the evidence as it relates to this count, I consider that it will be unjust, pointless and fruitless asking the Defendants to open their defence to this count. I hereby discharge and acquit the Defendants on this count.

Count 6 reads as follows:

That you Anastasia Daniel Nwobia and F. O. Alaiyebami on or about the 17th of April 2013 at Abuja within the Jurisdiction of this Honorable Court did conduct procurement fraud by means of favor in awarding contract for the implementation of the e-recruitment exercise of the Ministry of Interior's paramilitary services to Drexel Technologies Global when you knew that it had no legal capacity to enter into the contract contrary to sections 16 (6) (b) and 58 (4) (b) of the Public Procurement Act, No. 65 of 2007 and punishable under section 58 (5) of the same Act.

Having reviewed the evidence as it relates to this count, I am

of the view that there is no ground for proceeding. As is clear, this count is brought because the signature portions of **Exhibit AAFD55** has the contractor as *Drexel Tech Global Limited*, said to be a company that was not legally incorporated. But a review of the overall evidence shows that this is a case of mistaken misdescription. There is really no confusion on the part of the contracting parties as to whom they were dealing with, and that the contract for the provision of the e-portal contained in **Exhibit AAFD55** was intended to be awarded to, and was indeed awarded to *Drexel Tech Nigeria Limited*, which has been charged as the 4th Defendant in this count. Page 1 of **Exhibit AAFD55** correctly states the name by which the 4th Defendant was incorporated as a legal entity. As a matter of fact, if the Prosecution believed that the contract was awarded to Drexel Tech Global Limited, which is said to be non-existing, then on what basis have they correctly referenced the name of the company in the other counts where it is not charged.

The evidence of PW3, PW4, PW11 and PW12 were also unhelpful to the Prosecution case on this count, as they all agreed that the 4th Defendant, which has been charged in this criminal proceedings, has legal capacity. It is also not in doubt

that it was the 4th Defendant (a legally incorporated entity) that was being erroneously referred to by various names like Drexel Tech. Global Ltd, Drexel Global Ltd, and others. I also agree with the Defendants that the duty of ensuring that the incorporated name of the 4th Defendant is accurately stated in all the documentation relevant to the contract, is the responsibility of the Legal Adviser to the Ministry of Interior at the time that the contract was drafted and executed; it is not the responsibility of the 2nd and 3rd Defendants whose job roles in the ministry were not of a legal advisory nature. The Prosecution also did not deem it fit to call the Legal Adviser of the Ministry of Interior as a witness in relation to this count. It is also not evident that the investigation team interviewed her in relation to this error of nomenclature at the signature page of the **Exhibit AAFD55**, and if she was interviewed, the Prosecution did not avail the Court of what her explanation was in relation to this error in the name of the 4th Defendant on the signature page of **Exhibit AAFD55**. The maxim is *deminimis non curat lex*, which when translated stands for that "the law does not concern itself with trifles". I do not believe that the apparently clerical error in the name of the 4th Defendant as it appears on the signature page of **Exhibit AAFD55** should have been the subject of a criminal charge, if

the investigation of the matter and the preferment of a charge were things approached with an open and unbiased mind. In the event, I see no basis in calling the 2nd and the 3rd Defendants to open their defence to this count. I hereby discharge and acquit the 2nd and 3rd Defendants on this count.

Count 7 reads as follows:

That you Abba Moro Patrick on or about the 30th of April, 2013 at Abuja within the Jurisdiction of this Honorable Court did conduct procurement fraud by means of contractual agreement for the provision of online enlistment and recruitment exercise into Nigerian Immigration Services to Drexel Tech Global Limited when you knew that it had no legal capacity to enter into the contract contrary to sections 16 (6) (b) and 58 (4) (b) of the Public Procurement Act , No. 65 of 2007 and punishable under section 58 (5) of the same Act.

Having reviewed the evidence as presented by the Prosecution, it is my view that this count should suffer the same fate as count 6, and that there is no ground for proceedings, for the same reasons stated above. The totality of the evidence adduced does not show any *prima facie* case to warrant asking the 1st Defendant to open his defence to this count. For emphasis, parties were aware

that the contract was being awarded to the 4th Defendant who has been charged. Even the testimony of PW4, the CAC official, shows that the said 4th Defendant is a legally incorporated entity. The misdescription or error in nomenclature as appears on the signature page has not altered the fact that the intent was to award the contract, and to deal with the 4th Defendant, which is a legally incorporated entity. As I explained earlier, even though the wrong name, "*Drexel Tech Global Limited*" appeared on the signature page, but at the cover page and at page one where the parties to the contract are defined, the name of the contracting party was correctly stated as "*Drexel Tech Nigeria Limited*" and "*as a company incorporated in Nigeria, with its office situate at No 8A Nun Street, off Danube Crescent Maitama Abuja*". It was with this company, *Drexel Tech Nigeria Limited*, and which by the terms of the contract is explicitly incorporated in Nigeria, that the contract was entered into. The contract was not entered with "*Drexel Tech. Global Limited*" that appears on the signature page.

Taking into account the explanations of the PW4, the CAC official, as to why the wrong reference could have appeared on the signature page, I take the view again that the Prosecution, if it had approached this with an open and unbiased mind, could have accepted this misdescription for what it is, as some clerical

inadvertent error, a mere trifle, which should not have formed the subject of a count in a criminal charge. For all these reasons, I sustain the no case contention in relation to this count. I thus discharge and acquit the 1st Defendant on count 7.

Counts 8, 9 and 10 are of the same genre and all relate to sums of money that the 4th Defendant was alleged to have directly transferred to a number of third party entities, namely: Chichi Abagana; Morrison International Bureau De Change.

Count 8 reads as follows:

That you Drexel Tech Nigeria Ltd and Mahmood Ahmadu (At large) on or about the 17th of March 2015 at Abuja within the Jurisdiction of this Honorable Court converted the sum of N202,500,000.00 (Two Hundred and Two Million, Five Hundred Thousand Naira) paid of the sum of N675,675,000 (Six Hundred and Seventy Five Million, Six Hundred and Seventy Five Thousand Naira) obtained from 675,675 (Six Hundred and Seventy Five thousand, Six Hundred and Seventy Five) Nigerian job applicants seeking employment with the Nigerian Immigration Service to buy property No 1, Lahn Crescent Maitama, Abuja which you reasonably ought to have known that such funds form part of the proceeds of an

unlawful activity and you thereby committed an offence contrary to section 15(2) (d) of the money Laundering (Prohibition) Act 2011 as amended in 2012 and punishable under section 15 (3) of the same Act.

Count 9 reads as follows:

That you Drexel Tech Nigeria Ltd and Mahmood Ahmadu (At large) on or about the 17th of March 2015 at Abuja within the Jurisdiction of this Honorable Court converted the sum of N120,100,000.00 (One Hundred and Twenty Million, One Hundred Thousand Naira) being part of the sum of N675,675,000 (Six Hundred and Seventy Five Million, Six Hundred and Seventy Five Thousand Naira) obtained from 675,675 (Six Hundred and Seventy Five thousand, Six Hundred and Seventy Five) Nigerian job applicants seeking employment with the Nigerian Immigration Service to upgrade property No 2, Sigure Close, off Monrovia Street, Wuse II Abuja which you reasonably ought to have known that such funds form part of the proceed of an unlawful act and you thereby committed an offence contrary to section 15(2) (d) of the Money Laundering (Prohibition) Act 2011 as amended in 2012 and punishable under section 15 (3) of the same Act.

Count 10 reads as follows:

That you Drexel Tech Nigeria Ltd and Mahmood Ahmadu (At large) on or about the 17th of March 2015 at Abuja within the Jurisdiction of this Honorable Court converted the sum of N101,200,000.00(One Hundred and One Million, Two Hundred Thousand Naira) being part of the sum of N675,675,000 (Six Hundred and Seventy Five Million , Six Hundred and Seventy Five Thousand Naira) obtained from 675,675 (Six Hundred and Seventy Five thousand, Six Hundred and Seventy Five) Nigerian job applicants seeking employment with Nigerian Immigration Service to United States Dollars for your personal use knowing same to be proceeds of unlawful act and you thereby committed an offence contrary to section 15(2) (d) of the Money Laundering (Prohibition) Act 2011 as amended in 2012 and punishable under section 15 (3) of the same Act.

It is significant that counts 8, 9 and 10 are all counts brought under Section 15(2)(d) of the Money Laundering (Prohibition) Act 2011 (as amended). The said provision reads as follows:

"Any person or body corporate, in or outside Nigeria, who directly or indirectly-

(a).....

(b)

(c).....

(d) *acquires, uses, retains or takes possession or control of;*

any fund or property, knowingly or reasonably ought to have known that such fund or property is, or forms part of the proceeds of an unlawful act, commits an offence of money laundering under this Act."

Having reviewed the evidence in relation to these counts, I am of the view that there is no ground for proceeding. These counts proceeded on the assumption that the monies which the 4th Defendant expended in the manners which formed the subjects of counts 8, 9 and 10, were of illegitimate origin, and that the 4th Defendant, by retaining and utilizing them, had had the proceeds laundered in violation of the Money Laundering Act. It also appears that these counts have been brought on the assumption of the Prosecution that the contract which the Ministry of Interior had with the 4th Defendant, which is **Exhibit AAFD55**, was an illegal or invalid contract for a number of reasons, including the proposition that it was a contract had with a legally non-existent company. I have already held that such an assumption was very wrong, and was in fact indicative of an investigation that was

done not with an open and unbiased mind, but one which proceeded from a prejudiced view that the 1st, 2nd and 3rd Defendants acted illegally in their dealings with the 4th Defendant in relation to the services to be provided by the later to facilitate the recruitment exercise into the NIS. I accept that it would be a bit difficult humanly, not to be prejudiced, given the unfortunate loss of lives and limbs which arose from the recruitment exercise into the NIS in 2014. But it is important to quickly say as an aside, that investigations for the purposes of establishing the commission of a crime or otherwise, and indeed subsequent judicial ascriptions of liability, are not exercises driven or decided by sentiments or popular demand. Legal liability is a matter of concrete accusations backed by credible evidence, and nothing more. Sentiments have no part to play in it.

Having said the above, on the totality of the evidence, I see no reason why the 4th Defendant should be directed to open their defence to these counts. Rather than the contract, **Exhibit AAFD55**, being illegal, I have held already that it is a valid contract capable of creating, and did indeed create, legal obligations binding on the parties to the said contract. In clause 2.2.10 of the said **Exhibit AAFD55**, it was stated that the 4th Defendant shall enable an *'e-payment software on the e-portal through its e-payment partner, Pay4me Services'*. And clause

3.2.1 provides that: *"In consideration of the services to be carried (out) by Drexel, Drexel shall be entitled to the technology fee payable by the Applicant, as indicated in clause 3.2 above"*. The referenced clause provides that: *"The technology fee payable by the Applicants for each online Recruitment registration via the portal shall be One Thousand Naira only (N1,000.00)." Also, clause 2.2.8 puts the burden of the 'Project' on the 4th Defendant, which 'Project' was defined by the definition clause as "a digital on-line based registration methodology for Registration of Applicants for Enlistment and Recruitment Exercises."*

It was not denied that the 4th Defendant performed its obligation under the contract, that entitles it to keep and to expend the moneys which accrued in its account, and which it then expended in the manners covered by counts 8 to 10. As to the performance of the contract, PW12 during cross-examination by the 1st Defendant's senior counsel stated thus:

"it was Drexel Tech Nigeria Limited that supplied the portal. Also from my investigation we discovered that the minutes of the tenders board meetings it was Drexel Global that was there but eventually, it was discovered that a company called Drexel Tech. Nigeria Ltd was actually the one carrying out some activities of the contract".

For all the prevarications, this evidence from the Prosecution's star witness (PW12) confirms that the 4th Defendant performed its obligations under the contract. The testimonies of other Prosecution witnesses lend credence to the fact that all the steps taken by the 4th Defendant, including its entitlement and usage of the funds that formed the subjects of counts 8 to 10, were pursuant to lawful and legally binding contracts. For example, the testimony of PW5, **Augustine Chukwuma Ugorji** – head of finance, Pay4me Services Ltd, the company through which the 4th Defendant collected the e-portal access fee from applicants, was that about N574,327,500.00, was transferred to the 4th Defendant's account domiciled in Keystone Bank Plc by Pay4me Services Ltd, after the deduction of the commission shared by Pay4me Service Limited and NIBSS. The extra-judicial statement of PW5 to the EFCC (**Exhibit AAFD29**) confirms this; and this merely implements the provisions of **Exhibit AAFD30** (the agreement between Pay4me Services Ltd and the 4th Defendant on the provision of e-payment platform for the e-recruitment exercise). PW7, **Lekan Salami** of the NIBSS, confirmed that his organization received the commission from the e-recruitment access fee from Pay4me Services Ltd. PW6, **Bilikisu Mohammed**, a Relationship Manager with Keystone Bank Plc, testified that the monies in the account of the 4th Defendant with

the bank, which they believed was from a legitimate source, was the access fee paid by job applicants into the NIS for the e-portal provided by the 4th Defendant. This money was paid in by Pay4me Services Limited, the payment collection partner of the bank's customer, the 4th Defendant. This PW6 testified that the 4th Defendant as a customer has every right to employ the money in its account towards any legitimate purposes, as she believed was the present. More importantly, PW6 testified that the sums of money transferred from the 4th Defendant's account for the transactions that formed the subjects of counts 8 to 10, were done using the approved and normal banking procedures, and that there was nothing illegal about the money as well as the transactions that they were utilized for. The testimony of PW8, **Aliyu Sufianu**, a licensed Bureau de Change operator, from Morrisson International Bureau De Change, concerning the portion of the money used to purchase US dollars by the 4th Defendant in a currency swap, did not derogate in substance from the testimony of PW6 regarding the legitimacy of the funds and the transactions had with it.

In substance, therefore, having held that there is no justifiable ground to hold that the contract to provide e-portal for the recruitment exercise of the NIS represented by **Exhibit AAFD55** is illegal, as the exhibits as well as testimonies presented showed

that the 4th Defendant performed its obligations under the said contract, it follows that the funds that accrued to the 4th Defendant from this contract, and which it expended in the manner covered by counts 8 to 10, cannot be said to be from an illegitimate source and thus infringe the provisions of Section 15(2)(d) of the Money Laundering Prohibition Act, as charged.

The fact that the said **Exhibit AAFD55** really places no financial obligation on the Ministry of Interior should not be lost, because the setting up of the e-portal was solely the responsibility of the 4th Defendant at its expense. The Ministry of Interior provided no funds to enable the 4th Defendant in achieving this contractual task. I also noted earlier that from the evidence, even in relation to the physical part of the recruitment exercise which was not the obligation of the 4th Defendant, the 4th Defendant still provided the cash sum of N45M to the Ministry to assist it. That said, it is still possible that the Ministry of Interior could have negotiated better and more favourable terms on the sharing of the revenue to accrue from the application fees to be paid by job applicants wanting to access the e-portal for enlistment. Rather, as noted, the contract (**Exhibit AAFD55**) in clause 3.2.2 already mentioned, gave the funds to be realized from the access fee of the job applicants to the 4th Defendant as its remuneration in consideration for carrying out its major obligation under the

contract as defined under clause 2.2.2, of providing an e-portal to be accessed by job applicants for the NIS recruitment exercise.

The point worth making is that **Exhibit AAFD55** is a contractual document like any other contract. The sanctity and binding nature of contracts are very clear; and so are the rules too governing contracts. These rules hold true for all contracting parties; applying equally to private parties and to a government entity when it is acting in a contractual capacity. It is not for the Court to rewrite for the parties, including government agencies, contracts they have freely entered into. It would also be against public policy for the Government to seek to use the instrument of the preferment of criminal charges in order to avoid or scuttle obligations created when an agency of it had struck a bad bargain. The Court cannot in good conscience, lend its enterprise to the achievement of such a goal, directly or inadvertently.

I further agree with the Defence that it is not insignificant that PW5 and PW7, who were called by the Prosecution, were not charged for receiving money for roles they played under this same contract, neither was there any evidence that they refunded the various sums that their organizations received as commissions from the exercise.

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In sum, given the various factors that I have alluded to, chiefly: (a) that I see nothing in the evidence to support on a *prima facie* basis the allegations of money laundering against the 4th Defendant, because contrary to the underlying assumption, the contract with the 4th Defendant is not illegal; (b) the Federal Government did not expend money on the provision of the online portal (the 4th Defendant did); and (c) the contract allows the 4th Defendant to keep the access fee payable by the Applicants, I see nothing warranting asking the 4th Defendant to open its defence on these counts. I hereby discharge and acquit the 4th Defendant on the counts 8, 9 and 10 of the charge.

Count 11 reads as follows:

That you Abba Moro Patrick, Anastasia Daniel Nwobia and F. O. Alaiyebami on or about the 17th of March 2013 at Abuja within the Jurisdiction of this Honourable Court being employed in the public service did abuse your office when you arbitrarily conducted recruitment exercise into the Nigerian Immigration Service in which 675,675 (Six Hundred and Seventy Five thousand, Six Hundred and Seventy Five) applicants were each made to pay the Sum of N1000 (One thousand Naira) to Drexel Tech Nigeria Limited without following the required procurement

procedure and without adequate preparation and security safeguards for the exercise resulting into stampede, injury and death of applicants, an act which was prejudicial to the rights of the said applicants contrary to and punishable under section 104 of the Criminal Code Act, Cap C39 LFN 2004.

Having reviewed the evidence presented in respect of this count, it is my view that there is ground for proceeding. Although by the evidence, and is public knowledge, lives were lost during the physical aspect of the recruitment exercise at different locations in the country, but this count is not a charge of homicide under the Criminal Code against the Defendants who as heads of the ministry at the material time presumably bore main responsibility for the success or otherwise of the exercise. Rather, this is a charge of abuse of office under Section 104 of the Criminal Code. The said section provides as follows:

Any person who, being employed in the public service, does or directs to be done in abuse of the authority of his office, any arbitrary act prejudicial to the rights of another, is guilty of a misdemeanor and is liable to imprisonment for two years. If the act is done or

directed to be done for purposes of gain he is guilty of a felony, and is liable to imprisonment for three years.

I have noted that the Defendants as heads of the Ministry of Interior, and as principally connected to the exercise at the said period, bore ultimate responsibility for the exercise. This includes the 3rd Defendant who was also involved by the available evidence with the matters concerned with the exercise. The physical aspect of the exercise as noted, and as was made clear in the evidence, led to loss of lives and limbs. The Court cannot ignore this. The count charges that the Defendants arbitrarily conducted recruitment exercise into the NIS in abuse of their powers by (a) *not following the required procurement procedure* and (b) *without adequate preparation and security safeguards for the exercise*, and that these failings in the manner stated in "a" and "b" resulted in *stampede, injury and death of applicants, an act which was prejudicial to the rights of the said applicants.*

Having noted that indeed by the evidence there was stampede, injury and death of applicants as alleged in the count, and having also held that the Defendants as the principal officers with responsibility for the recruitment exercise at the material time bore ultimate responsibility for the success or otherwise of the exercise, the Court will be interested to know what arrangements

were made by them in relation to the exercise in relation to the procurement aspects for the exercise and in terms of the adequacy of the preparations and the security safeguards, and which within the limits of human control, could have avoided the unfortunate outcome of stampede, injury and death of applicants referenced in the count 11, and which occurrence the evidence led during the Prosecution's case, particularly the testimony of PW1, confirms. In substance, the no case contention in relation to this count 11 fails.

In the light of all the above, I hold that the No Case Submissions of the 1st, 2nd and 3rd Defendants succeed in part and fail also in part. I uphold their No Case Submission in relation to Counts 1, 3, 6, and 7. I hereby discharge and acquit all the Defendants in relation to these counts.

I uphold the No Case Submission of the 4th Defendant in relation to counts 1, 8, 9 and 10, where it was charged. Being the only counts where it was charged, I hereby discharge and acquit the 4th Defendant of these counts, and thus free it from further participation in this Amended Charge dated 23/01/18.

I refuse the No Case Submission of the 1st, 2nd and 3rd Defendants in relation to counts 2, 4, 5 and 11. Consequently, I

hereby direct the 1st, 2nd and 3rd Defendants to open their defence in relation to counts 2, 4, 5 and 11.



HON. JUSTICE (DR.) NNAMDI O. DIMGBA
JUDGE

25/06/2020

PARTIES: Defendants present.

APPEARANCES: Aliyu Yusuf Prosecution.

A. T. Kehinde SAN with **Okonache Ogar Esq., Adebare Akinwumi Esq., Oduduabasi Ituen Esq. and O.S. Kehinde Esq.** for the 1st Defendant.

Chief Chris Uche SAN with **James Odiba, Leonard Nwuobia, Obiora Osalawe, E. Ihedigbo** for the 2nd Defendant.

S. I. Ameh SAN with **John Itodo Esq., D. M. Idoko Esq and R. O. Mohammed Esq.** for the 4th Defendant.

Frank Ikpe, Michael Eleyinmi and Tunde Osinubi for the 3rd Defendant.

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