EXCLUSIVE JURISDICTION ON ENFORCEMENT OF CONSUMER RIGHTS UNDER THE FEDERAL COMPETITION AND CONSUMER PROTECTION ACT IN NIGERIA: AN OVERVIEW*

Abstract

The Federal Competition and Consumer Protection Act (FCCPA) is an audacious piece of legislation, which codified a plethora of consumer rights and very importantly provides for channels of seeking redress for breach of those rights. The Act establishes the Federal Competition and Consumer Protection Commission (FCCPC) with clear and decisive regulatory mandate with respect to enforcement of the provisions of the FCCPA. A Tribunal known as the Competition and Consumer Protection Tribunal (CCPT) is also established under the Act with appellate powers to review the decisions of the FCCPC. The decisions of the Tribunal are appealable to the Court of Appeal. The central concern of this discourse is whether these institutions have exclusive jurisdiction on enforcement of consumer rights and if so, whether their establishment a fortiori bars an aggrieved consumer from resort to litigation. The paper posits that the FCCPA is not sui generis in regard to enforcement of consumer rights. The Act has rather opened with greater elasticity, the channels of enforcement of these rights and seeking remedies for their breach. Neither the FCCPC nor by extension, the CCPT has exclusive jurisdiction in this regard. The Act emphasises the instrumentality of the courts as a channel of seeking redress and thus, recognises the indispensability of the courts as not only an assertion of the constitutional right of access to justice but also a veritable resort in civil actions for additional compensation or restitution than that imposed by the FCCPC. An aggrieved consumer can approach the courts directly for redress without going through the FCCPC or the CCPT. Welcome on board.

Keywords: Exclusive Jurisdiction, FCCPC, Enforcement, Rights, FCCPA, Overview

1. Introduction

Historically, the central concern of consumer protection is the guarantee of the welfare of the consumer through fair trade and pricing mechanism in the marketplace. This is apparently a re-enforcement of the postulation of Protagoras that 'man is the measure of all things, of things that are that they are and of things that are not that they are not'[1]. Accordingly, all index of societal development is predicated primarily on the welfare and well being of man. In course of passage of time, contractual terms became implied into consumer contracts in the face of overwhelming bargaining dominance of suppliers over consumers of goods and services. Resort has also been made to place reliance on the broad principles of contract and tort with little or no positive results. The attitude of the courts appears to be anchored on the inhibitive principle of privity of contract by which only a party to a contract can sue or be sued on it[2] or a failure to prove the fundamental ingredients of the tort of negligence to wit: duty of care, breach thereof and consequential damages.[3] Apparently, in response to these challenges, State interventions were activated by way of legislations and establishment of regulatory bodies and institutions with a view to striking a fair balance and affording greater protection to the consumer.[4]

2. The Consumer in Perspective

Sub-section (1) of section 167 of the FCCPA defines the term 'consumer' to include any person who purchases or offers to purchase goods otherwise than for the purpose of resale but does not include a person who purchases any goods for use in the production or manufacture of any other goods or articles for sale or to whom service is rendered. This definition appears to limit the concept of consumer to merely commercial relationships of purchase and sale of goods and services, notwithstanding the use of the word 'includes'. Although, there appears not to be a generally accepted definition of the term 'consumer', in regard to product liability the term 'consumer' 'extends to contractual consumers, ultimate users as well as any person who is adversely affected by a product or service'.[5] This conception of the consumer takes cognizance of the daily evident fact that users of a product or service may not necessarily be the contractual purchaser as is frequently the scenario with household purchases by respective members of the family.[6] Along this conceptual trajectory, the United Nations Guidelines for consumer protection in the provision of goods and services, first adopted by the General Assembly in 1985 and subsequently revised and adopted by the same Assembly in 2015, the term 'consumer' refers generally to 'a natural person', without regard to nationality,

* **By Chijioke Uzoma AGBO, PhD, BL,** Reader, Faculty of Law, Enugu State University of Science and Technology (ESUT). Email: chijioke.agbo@esut.edu.ng; chijiagbodlaw@gmail.com

[1] See Protagoras of Abdera (485-415 BC), the classical Greek Philosopher and sophist.

[2] See *Dunlop Pneumatic Tyres Co Ltd v Selfridge & Co Ltd* (1915) ACT 847; *Beswick v Beswick* (1968) AC 58; *Chuba Ikpeazu v African Continental Bank Ltd* (1965) NMLR 374; *Union Beverages Ltd v Pepsi Cola Int Ltd* (1994) 3 NWLR (Pt.330) 1; *Makwe v Nwukor* (2001) 14 NWLR (pt.733) 356; *Osoh v Unity Bank Plc* (2013) 9 NWLR (pt. 1358) 1; among many other cases.

[3] *Nsima v Nigerian Bottling Company* (2014) LPELR-2252 (CA); *Boardman v Guiness (Nig) Ltd* (1980) NCLR 109; *Okonkwo v Guiness (Nig) Ltd* (1980) 1PR 581; *Ebelamu v Guiness (Nig) Ltd* (Unreported) FCA/1/101/82 (1993).

[4] See for instance the Consumer Protection Council Act, Cap C25 Laws of the Federation of Nigeria (LFN) 2004 which established the defunct Consumer Protection Council (CPC) with unclear and indecisive enforcement mandate. This contrasts with the establishment of the audacious Federal Competition and Consumer Protection Commission (FCCPC) *vide* the Federal Competition and Consumer Protection Act (FCCPA) 2018 with more decisive regulator mandate. The FCCPA repealed the CPC Act 1992 and the FCCPC took over the powers of the defunct CPC under the new law.

[5] Felicia N. Monye, *The Consumer and Consumer Protection in Nigeria: Struggles,* Burdens *and Hopes* University of Nigeria (59 Inaugural lecture 26/05/2011) (University of Nigeria Press Ltd, 2011)6.

[6] Felicia Monye, 'Synopsis of Consumer Protection Law in Nigeria' in Felicia Monye *et al* (ed), *Compendum of Consumer Protection Law in Nigeria,* (Ikeja, Princeston & Associates Publishing Co Ltd, 2022) 52.

'acting primarily for personal, family or household purposes'. The UN Guidelines however, makes room for Members States peculiarities in this regard.[7] This eloquently to be in line with judicial decisions.

In the leading case of *Donogue v Stevenson,*[8] for instance, the defendants who were manufacturers of ginger beer drinks had sold to a retailer of the said drink in an opaque bottle. The retailer resold it to someone who used it to entertain a lady acquaintance. It contained the decomposed remains of a snail, which had found its way into the bottle at the factory. The young lady alleged that she became seriously ill in consequence and sued the manufacturer for negligence. It was held that the defendants owed a duty of care to the plaintiff and for breach thereof, were liable in negligence. Similarly, in the Nigerian case of *Osemobor v Niger Biscuits Co Ltd*[9], the plaintiff purchased a packet of biscuits manufactured and packaged by the defendants at a supermarket. In course of consuming the biscuits, she felt some hard object in her mouth. The object turned out to be a decayed tooth. In consequence, she became ill and required medical attention. The defendants were held liable in negligence. The apex court in *Okwejiminor v Gbekeji & Anor*[10] held that the plaintiff in the case was the final consumer of the fanta orange drink manufactured and bottled by the 2nd defendant. Consequently, the plaintiff is a person closely and directly affected by the 2nd defendant who owes consumers of its products including the plaintiff, the duty of care in breach of which it will be liable in negligence.

3. The Rights of a Consumer

Consumer rights could be classified as legal rights, which attach to a consumer of goods and service. A legal right is 'the capacity residing in one man or a group of men of controlling, with the assent and assistance of the State, the actions of others, or even the State. Right could also be conceived as the state of being justly entitled to something which one has a just claim. It is something one may do or have by law.[11] Internationally recongnised consumer rights are eight in all and were adopted in 1985 by the General Assembly of the United Nations after a decade of intensive campaighn by *Consumers International.* These basic rights are the right to the satisfaction of basic needs; the right to safety; the right to be informed; the right to choose; the right to be heard; the right to seek redress; the right to consumer education; and the right to a healthy and sustainable environment.[12] Earlier in time however, President J.F. Kennedy had declared four basic consumer rights on the floor of the United States Congress in 1962 to wit: right to safety; right to be informed; right to choose; and right to be heard. These rights were subsequently integrated into the eight basic rights contained in UN Guidelines for Consumer Protection 1985.[13]

The UN Guidelines for Consumer Protection embodies not only the foregoing rights but also constitutes a veritable set of principles on the main characteristics of effective consumer protection legislation, enforcement institutions and redress systems. Quite unlike the natural law thesis on human rights, which commands universal application for all human beings everywhere and at all times equally by virtue of their humanity, the UN Guidelines provide for peculiarities of Member States of the United Nations. Thus, the Guidelines assist *interested* Member States in formulating and enforcing domestic and regional peculiar economic, social and environmental circumstances. This notwithstanding, the Guidelines also help to promote international enforcement cooperation among Member States as well as encourage exchange of experiences in consumer protection.[14] The general principles of the UN Guidelines set out the needs intended to be achieved to include: Access by consumers to essential goods and services; protection of vulnerable and disadvantaged consumers; protection of consumers from hazards to their health and safety; promotion and protection of the economic interests of consumers; access by consumers to adequate information to enable them to make informed choices according to individual wishes and needs; consumer education, including education on the environmental, social and economic consequence of consumer choice; availability of effective consumer dispute resolution and redress; freedom to form consumer and other relevant groups or organisations and the opportunity of such organisations to present their views in decision-making processes affecting them; promotion of sustainable consumption patterns; and so on.[15] It seems that the broad principles of the UN Guidelines influenced the enactment of the Nigerian FCCPA with provisions for a plethora of consumer rights.

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[7] <https//unctad.org/system/files/official_document/ditccp/pmisc_2016_d/en.pdf> UNITED NATIONS, Geneva – 1613427(E) _July 2016 – 607 – UNCTAD/DITC/CPLP/MISC/2016/1, 7 accessed 2 September, 2021. See generally, C. U. Agbo, 'The Impact of COVID 19 on Consumer Protection' in Felicia Monye *et al* (ed), *Compendium of Consumer Protection Law in Nigeria* (n.6) 543-544.

[8] (1932) AC 562. See also *Grant v Australian Knitting Mills Ltd* (1936) AC 85 where it was held that 'consumer' includes the ultimate user of an article; *Barnett v Packer* (1940) 3 All ER 575 where any person through whose hands the article may pass was held to come within the purview of the term consumer; *Stennett v Hancock* (1939) 2 All ER 578 where it was held that anyone who is within the physical proximity is a 'consumer'. The expansion of the interpretation and scope of the term 'consumer' appears to be elastic in reflection of societal dynamism.

[9] (1973) 1 CCHCL 71.

[10] (2005) 5 NWLR (pt. 1079) 172.

[11] C.A. Oputa, *Human Rights in the Political and Legal Culture of Nigeria,* 2nd Idigbe Memorial Lectures, (Lagos, Nigerian Law Publications Ltd, 1988) 38-39 cited in O. N. Ogbu, *Human Rights and Practice in Nigeria,* (2nd Rev. edn Vol. 1, Enugu, SNAAP Press Ltd, 2013) 1-2. See also A. S. Hornby *et al* (ed) *Oxford Advanced Learner's Dictionary of Current Englsih* (Oxford, Oxford University Press, 1980) 730.

[12] Felicia N. Monye, (n.5) 26-27.

[13] *Ibid.*

[14] See (n.7)3.

[15] *Ibid,* part III, paragraph 5, 7-8

Thus, the FCCPA provides for consumer rights in Part XV thereof. These rights include the right to information in plain and understandable language;[16] disclosure of price of goods and services;[17] product labeling and trade descriptions;[18] disclosure of re-conditioned or secondhand goods;[19] mandate to keep sales records;[20] select suppliers;[21] cancel advance reservation, booking or order;[22] choose or examine goods;[23] return (defective) goods;[24] general standards of honest information for the marketing of goods and services;[25] fair dealings;[26] honest marketing statements that are not false, misleading or deceptive;[27] honest representation on test and product testimonials;[28] reasonable fair and just contract terms;[29] disclosure of certain limitation terms and conditions;[30] information about prohibited transactions, agreements, term or conditions of goods or services;[31] quality and safety of goods and services;[32] safe, good quality goods (and services);[33] implied warranty of quality entitling return of defective goods;[34] benefit of safety monitoring and recall of goods.[35] It is of paramount importance to emphasise that the FCCPA places the onus of proof of defective goods and services on the undertaking that supplied the goods or services.[36] This appears to be a radical departure from the primordial evidential burden of proof to the effect that he or she who asserts must prove.[37] This is perhaps advisedly so, because consumption and the imperatives of preservation of human life are paramount in all human endeavours.

4. Enforcement of Consumer Rights

The provisions of rights generally and consumer rights in particular, as contained in our statutes are not self-executory. And so, a person whose rights as a consumer have been or are being infringed upon is expected and indeed entitled to seek redress. The FCCPA has clearly outlined the channels of seeking redress in section 146 of the Act as follows:

> (1) A consumer may seek to enforce any right under this Act, a transaction or agreement, or otherwise resolve any dispute with an understanding that supplied the goods or services to the consumer by-
> (a) referring the matter directly to the undertaking that supplied the goods and services;
> (b) referring the matter to the applicable industry sector regulator with jurisdiction, if the undertaking is subject to the jurisdiction of the regulator; or
> (c) filing a complaint directly with the Commission (ie the FCCPC).
> (2) Notwithstanding the provisions of subsection (1), an aggrieved consumer can directly approach a court with appropriate jurisdiction to seek redress.

In the light of the foregoing provisions of section 146 of the FCCPA, can it be said that the Act is *sui generis* to the exclusion of resort to superior law provisions under Nigerian jurisprudence? This will be examined in the proceeding paragraphs of this discourse.

5. Exclusive Jurisdiction and Enforcement of Consumer Rights

Let it be said at once that the FCCPA does not confer exclusive jurisdiction on the FCCPC or on the Competition and Consumer Protection Tribunal (CCPT) with respect to redress or restitution for consumer rights infraction; nor does the Act confer such jurisdiction on suppliers of goods and services giving rise to consumer complaints, or on industry sector regulators. These are channels of seeking redress as are appropriate under the law, a transaction or agreement. More importantly is the fact that it is not mandatory that a consumer whose right has been violated must first have recourse to the FCCPC or any other channel of

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[16] FCCPA, section 114.
[17] *Ibid,* section 115.
[18] *Ibid,* section 116.
[19] *Ibid,* section 117.
[20] *Ibid,* section 118.
[21] *Ibid,* section 119.
[22] *Ibid,* section 120.
[23] *Ibid,* section 121.
[24] *Ibid,* section 122.
[25] *Ibid,* section 123.
[26] *Ibid,* section 124.
[27] *Ibid,* section 125.
[28] *Ibid,* section 126.
[29] *Ibid,* section 127.
[30] *Ibid,* section 128.
[31] *Ibid,* section 129.
[32] *Ibid,* section 130.
[33] *Ibid,* section 131.
[34] *Ibid,* section 132.
[35] *Ibid,* section 133. This section enjoins the FCCPC (the Commission) to promote the development adoption and application of industry-wide codes of practice providing for effective and efficient implementation of consumer rights. Also to the advantage of the consumer are the provisions of Part XVI of the FCCPA which provides for the duties of manufacturers, importers, distributors and suppliers of goods and services with respect to proper labeling of goods' withdrawal of hazardous goods from circulation; liability for defective goods, non-exclusion of liability of sale or supply of goods; liability for breach of obligations implied by law and misrepresentation; prohibition of exclusion of liability; etc. See generally, sections 134-144 of the FCCPA.
[36] *Ibid,* section 145.
[37] The Evidence Act 2023, section 131.

redress before seeking remedy by litigation. In *Engr (Mrs) Ngozi Odilinye v GIG Logistics Technologies Ltd;*[38] the defendant, a logistic courier company contracted with the plaintiff to deliver a brand-new phone to the plaintiff's daughter in Markurdi, Benue State. The plaintiff paid the cost of shipment of the consignment to the defendant who eventually failed to deliver the phone as contracted. The plaintiff took out this action at the Enugu State High Court claiming a declaration that the defendant violated relevant sections of the FCCPA by failing to deliver the consignment to the intended recipient, a refund of both the cost of shipment and the phone to the plaintiff as well as damages for breach of contract. The defendant company admitted the breach, claiming that the phone was lost in transit and were willing to pay the 'declared value' of the phone to the plaintiff. However, the defendant contended that the court has no jurisdiction to entertain the suit. Learned counsel for the defendant anchored his contention on the nature, extent and provisions of the FCCPA which as a special enactment establishes the FCCPC.[39] By section 17(a) thereof according to the learned counsel the Commission (the FCCPC) shall be responsible for the administration and enforcement of the provisions of the Act and any other enactment with respect to competition and protection of consumers. Learned counsel further submitted that section 39 of the FCCPA establishes the CCPT (the Tribunal) which by sub-section (1) of section 47 of the said Act is to hear appeals from or review decisions of the FCCPC (the Commission) taken in the course of the implementation of any of the provisions of the FCCPA as may be referred to it. And sub-section (1) of section 55 of the FCCPA vests rights of appeal from the decisions of the CCPT to the Court of Appeal and the Act guarantees the right of legal representation before the CCPT[40]. Thus, learned counsel for the defendants concluded that the FCCPA is *suit generis* and submits that the State High Court cannot usurp the jurisdiction of both the FCCPC and the CCPT relying on *Aladajobi v NBA*[41]. In the view of the said learned counsel, the FCCPA having specifically provided for the bodies to administer the law and adjudicate on issues arising therefrom without mentioning the State High Court, the rule of '*expression unis et expression atterus'* applies to exclude the jurisdiction of the honourable court.

It appears abundantly clear, with all due respect, that the arguments of the learned counsel for the defendant are misconceived. There is no doubt that the jurisdiction of a court to hear and determine the subject matter in controversy between parties to a suit is very fundamental. It is the authority of the court to exercise judicial power. 'Judicial Power' is the totality of the constitutional and legal authority vested in the court to hear and decide justiceable causes and matters in controversy and to interpret and enforce same, or to void statutes and laws when their scopes are in excess of constitutional limits. It is the spinal cord of a court of law, a radical and crucial question of competence. Accordingly, if a court has no jurisdiction to hear and determine the case its proceedings or judgment on that matter remains a nullity *ab initio,* no matter how well conducted or soundly decided.[42]

Sections 3 and 17 and indeed any other section(s) of the FCCPA do not confer jurisdiction on enforcement of the provisions of the FCCPA on matters of competition and consumer protection on the FCCPC to the exclusion of the court. Similarly, neither section 39 of the FCCPA which establishes the CCPT nor sub section (1) of section 47 of the same Act which confers appellate powers on the CCPT confers exclusive jurisdiction on the Tribunal. The said Tribunal can only hear appeals or review decisions of the FCCPC as may be referred to it. The above provisions of the FCCPA only provide an alternative but not exclusive channel of seeking redress by an aggrieved consumer. And so, right of action on enforcement of consumer rights under the FCCPA is not *sui generis.* Besides, sections 55(1) and 56(1) of the FCCPA respectively, merely confer rights of appeal from decisions of the Tribunal to the Court of Appeal and right of legal representation at the Tribunal. The said sections have in no way ousted the jurisdiction of the court, nay the State High Court under the FCCPA. For the avoidance of doubt, section 6 of the Constitution of the Federal Republic of Nigeria 1999 as amended[43] vests the judicial powers in the courts. Paragraphs (a) and (b) of subsection (6) of section 6 of the said Constitution pungently state as follows:

> (6) The judicial powers vested in accordance with the foregoing provisions of this section
> (a) shall extend, notwithstanding anything to the contrary in this constitution, to all inherent powers and sanctions of a court of law;
> (b) shall extend to *all matters* between persons or between government or authority and to any person in Nigeria, and to all actions and proceedings relating thereto, for the determination of any question as to the civil rights and obligations of that person.

Thus, subsection (2) of section 146 of the FCCPA as earlier canvassed, enables an aggrieved consumer to directly approach a court to seek redress. This statutory provision is consistent with the constitutional right of access to the courts. Even the drafters of the FCCPA recognise this principle of law and accordingly subordinate the Act to the supremacy of the constitution. In this wise, section 104 of the FCCPA eloquently provides as follows:

> Notwithstanding the provisions of any other law but subject to the provisions of the constitution of the Federal Republic of Nigeria, in all matters relating to competition and consumer protection, the provisions of this Act shall override the provisions of any other law.

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[38] Suit No. E/755/2023 (Unreported) Judgment delivered by Hon. Justice H. O Eya of the Enugu State High Court on 26/11/2024.
[39] FCCPA, section 3.
[40] *Ibid,* section 56(1).
[41] (2013) 55 NSCQR 179 at 199-200.
[42]See generally *Nwosu v Imo State Environmental Sanitation Authority* (1990) 2 NWLR (pt.135) 668; *Njikonye v MTN Nig. Communications Ltd* (2008) All FWLR (pt.413) 1343 at 1365; *Anyanwu v Ogunawa* (2014) 8 NWLR (pt.1410) 437; *Madukolu v Nkemdilim* (1962) 2 SCNLR 341; and a long line of cases.
[43] Hereinafter, 'the Constitution'.

Hon. Justice H.O. Eya had no difficulty in finding and holding that the court has the jurisdiction to hear and determine the suit.[44]

Due to the challenges of litigation, it seems pragmatic in appropriate cases that consumers should consider to first attempt to resolve their misgivings through the other channels of redress before resorting to litigation.[45] Prominent among these challenges are poverty, high cost of litigation, the attendant technical rules of evidence, delay attendant to litigation, apathy among others.

With respect to the incidence of delay for instance, it took the plaintiff in *Ariori v Elemo*[46] fifteen long years to have the judgment of the trial court, which in any event was not in his favour. His appeal to the Court of Appeal was successful but shortlived. The defendant's further appeal to the Supreme Court ended in an order for a trial *de novo.* Quite pathetically, that suit which commenced in 1960, passed through the hierarchy of the courts in an excruciating contest for twenty-two years. At the end of all that, the apex court ordered a *de novo* trial. A similar scenario played out in a case involving a popular 'highlife' musician based in Enugu and a music recording company based in Lagos.[47] This case commended in 2006 at the Federal High Court, Enugu and could not really take off because of the too frequent transfers of judges in the Enugu Division of the Court. The suit had passed through five to six different judges and had to commence *de novo* each time. The matter was however resolved with the intervention of the Enugu State Citizens Rights and Mediation Centre domiciled in the Ministry of Justice, Enugu and the collaboration of counsel for both parties. The parties signed and adopted their terms of settlement which was entered by the court as consent judgment on 11/04/2019 after thirteen long years of legal tussle. It seems that issues of compensation or restitution may not be adequately redressed through the instrumentality of the FCCPC, even when an aggrieved consumer obtains a measure of redress therefrom. Thus, under the FCCPA, such a consumer will be at liberty to, in addition to the redress which the FCCPC may impose, pursue civil action for due compensation or restitution in a court of competent jurisdiction.[48]

6. Conclusion

There is no doubt that the welfare of man and *a fortiori,* the consumer has gained global attention without entirely losing the peculiarities of local content to suit domestic needs and circumstances. Nigeria has also taken a giant stride in aligning with this tendency by the enactment of the FCCPA, a comprehensive piece of legislation which not only sets out a plethora of consumer rights but also provides for channels of redress and restitution in case of breach. This appears to be a commendable radical departure from an avalanche of previous enactments on consumer protection which placed more emphasis on standards and imposition of penal sanctions for breach than on channels of restitution and right of action for consumers who suffer detriment occasioned by consumption of unwholesome and sub-standard goods and services. It is beyond doubt as herein canvassed that the FCCPA is not *sui generis* in regard to enforcement of consumer rights. Quite on the contrary, the Act has opened with greater elasticity, the channels of enforcement of these rights and seeking remedies for breach. It is abundantly contrafactual to posit that the enforcement of consumer rights pursuant to the FCCPA is limited and circumscribed exclusively to the jurisdiction of the FCCPC and by extension, the CCPT. The Act has instead, emphasised the indispensability of the courts as a channel of seeking redress by an aggrieved consumer. It has also provided for the right of a consumer to seek additional compensation or restitution than that imposed by the FCCPC in civil actions in a court of competent jurisdiction. This is not only a recognition of the constitutional right of access to the courts but most certainly, a palpable assertion that the courts cannot be wised away as a channel of enforcement of consumer rights.

[44] See the Court Judgment (n.38) 6-7.
[45] Festus Ukwueze, 'Consumer Protection in Electronic Commerce' in Felicia Monye *et al* (ed), *Compendium of Consumer Protection Law in Nigeria* (n.6) 453.
[46] (1963) 1 SCNLR1.
[47] *Premier Records Ltd v Mich Ejeagha,* Suit No. FHC/EN/CS/96/2006. See also *Atanda v Ajani* (1989) 3 NWLR (pt. 111) 511 where it took ten years to contest the matter up to the Supreme Court. The apex court ordered a trial *de novo.* See generally, C.U. Agbo, 'Issues in Justice Delivery and the Court System in Nigeria: A Critical Overview', *ENBAR Law Journal,* Vol. 2, No. 2, December 2019, 92-93.
[48] FCCPA, section 152.