IN THE LEGAL PRACTITIONERS DISCIPLINARY COMMITTEE

HOLDEN AT ABUJA

COMPLAINT NO.: BB/LPDC/1314/2024

BETWEEN

CHRIS ALASHI, ESQ - APPLICANT

AND

1. OCHA P. ULEGEDE, ESQ
2. J.K. GADZAMA, SAN - RESPONDENTS

CORAM:

1. MR. UMEH KALU, SAN - PRESIDING MEMBER
2. HON. JUSTICE HALIMA I. ABDULMALIK, CJ, NIGER - MEMBER
3. HON. JUSTICE HALIMA S. MOHAMMED, CJ, GOMBE - MEMBER
4. DR. GARBA USMAN TETENGI, SAN, mni - MEMBER
5. MR. SOLOMON UMOH, SAN - MEMBER

FINAL DIRECTION

FINAL DIRECTON DELIVERED ON 29TH JULY, 2026 BY HON. JUSTICE HALIMA I. ABDULMALIK

The Applicant filed an Originating Application dated 24th February, 2024 but received by the Committee on 7th March, 2024. The application which is in two volumes had attached to it a Statement of the complaint, a ninety (90) paragraphed affidavit of facts and a total of fifty

(50) exhibits, marked as Exhibits 1 – 13, 14 & 14A, 15 – 23, 24 & 24A, 25, 26A & 26B, 27 – 38, 39 & 39A and 40 – 44.

Upon the receipt of the 1st Respondent affidavit disclosing a defence, the Applicant deposed to a Further Affidavit of 31 paragraphs to which he attached 18 exhibits. In reaction to the depositions of the 1st Respondent's witnesses, (namely: Jacob Gaadu and Amos Kaduna) the Applicant filed a 10 paragraphed Further Affidavit with four (4) exhibits marked FA 8 - FA 10 and a 20 paragraphed Further Affidavit with two exhibits marked A & B. And in response to the 2nd Respondent's affidavit disclosing a defence he deposed to a 25 paragraphed Further Affidavit to which he attached 15 exhibits marked as CA 1 to CA 12. All the Further Affidavits were deposed to on 13th September, 2024. The Applicant also deposed to a 10 paragraphed Further and Better Affidavit on 21st April, 2026 with exhibits marked FB 1 – FB 5.

In reaction to the application, the 1st Respondent deposed to a 75 paragraphs affidavit disclosing a defence, on 22nd July, 2024. It has 53 Exhibits marked OPU1 – OPU 53. He also deposed to a 15 paragraphed Further Affidavit on 1st June, 2026 to which he attached eight (8) exhibits marked OPU 54 – OPU 61.

In response to the application, the 2nd Respondent deposed to a 52 paragraphed affidavit disclosing defence with nine (9) exhibits attached marked as JK 1 – JK 9. He also filed further affidavit.

Parties adopted their respective processes on the 3rd day of June, 2026.

APPLICANTS' CASE

Paragraphs 5 – 25 of the supporting affidavit dwelt on the background of the case thus:

That he is the counsel to the 8th, 9th, 10th, 11th & 12th plaintiffs/judgment creditors'/Respondents in APPEAL No. CA/E/410/2008 between Commander-In-Chief of the Nigerian Armed Forces of the Federal Republic of Nigeria 3 ORS Vs Dr. Alexander Gaadi & 13 ORS, and other matters connected/related to it for more than 14 years and on a contingency basis.

That on 6th November, 2008 and 3rd February, 2024, the 12th Plaintiff/Judgment Creditor/Respondent informed him that following the monumental and irreversible havoc inflicted on his people (the Ugbe village) in Logo, Ukum, Kwande and Kastina Ala Local Government Area of Benue State by soldiers of the 93 Battalion of the Nigerian Army, the affected families contacted late Dr. Alexander Gaadi who selected five people each from a badly affected family (including the 12th Plaintiff/Judgment Creditor/ Respondent and introduced them to the 2nd Respondent. That after testifying at Enugu, the 8th, 9th, 10th, 11th and 12th Plaintiff/Judgment Creditors were abandoned by both the 1st Respondent and the late Dr. Alexander Gaadi that they subsequently heard that judgment was given in their favour, but they had been sidelined "discarded" and "ostracized", resulting in their loss of confidence in the 1st Respondent. They therefore briefed the Applicant to represent them in all matters relating to the havoc and calamity suffered as a result of the military invasion, alias the "Zaki-Biam Massacre".

That upon being briefed by the 8th, 9th, 10th, 11th and 12th Plaintiffs/Judgment Creditors/Respondents through the 12th, he made efforts to sort out the issue of representation with the 1st Respondent.

That despite his meeting with the 1st Respondent at Abuja and in Makurdi, the 1st Respondent tactically rebuffed him on the issue of representation of his clients. That in Suit No. FHC/MKD/CS/09/2008, the 1st Respondent vehemently resisted the Applicant's appearance, that on 12th February, 2009 when the case was called, he "shockingly discovered" that "different persons stood up and falsely presented themselves as the 8th, 9th, 10th, 11th and 12th Plaintiff/Judgment Creditors/" even as some of his clients' in the said Suit were his blood relations and well known to him.

Consequently, on the instructions of his clients, he petitioned the 1st Respondent to the NBA Makurdi branch through a letter dated 31st July, 2009 – Exhibit 2.

That he filed notices of change of counsel (Exhibit 3, 4 & 5) before the Federal High Court Makurdi which were accompanied with the respective client's affidavit which were served on the 1st Respondent. He also filed a notice of change of counsel (Exhibits 6 & 7) before the Court of Appeal in Appeal No. CA/E/410/2008 which was served on the 1st Respondent. That in recognition of his representation for his clients, the Hon. Attorney General of the Federation and Minister of Justice invited him to meetings via Exhibits 8 & 8 A.

That at the meeting of 21st May, 2013, presided by then Hon. Minister of Justice, Mohammed Bello Adoke, SAN, CFR settlement out of Court was discussed regarding appeal No. CA/E/410/2008. The initial judgment sum of N41.8 billion was compromised to the sum of N8 billion culminating in a consent judgment at the Court of Appeal.

That although the 1st Respondent protested the Applicant's representation of his clients at the meeting, the then Attorney General of the Federation and Minister for Justice cautioned that "in view of the documentary facts at his disposal, the 1st Respondent's resistance .... is legally untenable and will not help the matter". That the 1st Respondent should resolve the issue of representation of the 8th, 9th, 10th, 11th & 12th Plaintiff/Judgment Creditors and they should jointly write him a letter and provide a bank account into which the compromised sum would be paid. That they should also undertake not to divert the sum and give assurance that the sum will get to the beneficiaries of the judgment.

That the NBA Makurdi branch setup a Committee to investigate the allegations in Exhibit 2. The 1st Respondent then ran to Senator George Akume fearing he may be debarred. Senator Akume then instructed S.T. Hon, SAN to intervene and ensure that the issue is resolved. On that ground, coupled with the advise by the then Hon. Minister for Justice, the Applicant wrote a letter withdrawing of the petition, which the 1st Respondent delivered at their NBA Makurdi branch.

That in furtherance of the counsel by the Hon. Minister for Justice, on 23rd May, 2013, the Applicant, the 1st Respondent and S.T. Hon, SAN met at the 1st Respondent's office, where they filled and signed UBA Joint Account Opening Forms with their names and passports (Exhibit 10).

That on 28th May, 2013 by a Notice (Exhibit 11), the Bank notified them that the account had been opened. That the three of them authored Exhibit 12 (a letter) to the Hon. Minister, providing the joint account details with an undertaking that the compromised sum will get to the judgment of creditors. The Judgment Creditors also wrote a joint letter (Exhibit 13) to the Hon. Minister agreeing that the compromised sum be paid into the joint account and the Joint account details was captured in the Terms of Settlement which was adopted as consent judgment by the Court of Appeal. The Terms of Settlement and the consent judgment were designated as Exhibits 14 and 14 A.

That following the resolution of their differences and having agreed to work together, whenever they go to Court, he allowed the 1st Respondent, who is his senior colleague to appear for both their clients. This Courtesy extended to Suit No. CA/E/410/2008; motion No. 377 M/2015 and FHC/ABJ/CS/321/2015.

The grouse of the Applicant against the 1st Respondent are captured in paragraphs 26 – 45 of the supporting affidavit. That despite the amicable resolutions of their differences, the 1st Respondent did not forgive him and this he discerned, based on his subsequent actions solely aimed at depriving him of his professional fees. These include:- The filing of Suit No. FHC/LF/CS/2/2021 between Jacob Gaadi Vs Peter Orngu & ORS on 11th February, 2021, before the Federal High Court, Nassarawa in which his star witness who suffered no damage in the Zaki-Biam massacre, sued his co-judgment creditors claiming N6.1 Billion out of the N8 Billion consent judgment – Exhibit 15. Consequent upon the Applicant's vehement objection to the filing of the said Suit, the 1st Respondent withdrew same vide Exhibit 16.

Then on 7th January, 2022, the 1st Respondent refiled the same Suit with the same subject matter and the same parties, before the Federal High Court Makurdi with citation number FHC/MKD/CS/2/2022. When the 1st Respondent refused to withdraw same inspite of the Applicant's advice, the Applicant entered appearance on behalf of his clients as per Exhibit 17 – the memo of appearance and other damaging accompany processes forcing the 1st Respondent to file a notice of withdrawal/discontinuance – Exhibit 18.

That if not for his clients, Suit No. FHC/MKD/CS/09/2008 would have resulted in setting aside, the initial judgment of N41.8 Billion because Gaadi suffered nothing from military invasion and there was an allegation of fraud against him (Gaadi).. A copy of the writ of summons was attached as Exhibit 19.

That despite his advice the 1st Respondent commenced garnishee proceeding in Suit no FHC/ABJ/CS/321/2015 to recover the N8 Billion consent judgment sum. In its ruling, the FHC (Coram I.E. Ekwo J) overruled a vital aspect of the consent judgment of the Court of Appeal in motion No. 377M/2015 between ORNGU & ORS Vs GAADI & 0RS reported in (2016) LPELR 42083 CA – Exhibit 20. By the ruling of the Federal High Court, the judgment sum was to be paid into a different account from the one specified in the consent judgment of the Court of Appeal (in Exhibit 14(A).

In paragraph 32 he averred that in the Ruling of the Court of Appeal reported in ORNGU & ORS Vs GAADI & ORS (supra), the Court "deprecated the despicable, ignominious acts and role played by the 2^{nd} Respondent (J.K. Gadzama SAN). It indicted him for being in breach of the Rules of Professional Conduct for Legal Practitioners and on basis of the various Disclaimer Affidavits filed by the Judgment Creditors disclaiming him, the Court banished the 2^{nd} Respondent from the matter".

In paragraph 33, he averred:-

> "But at the instance and prompting of the 2^{nd} Respondent the Hon. Judge reinstated the 2^{nd} Respondent in the matter and removed me from the matter by holding that only the 1^{st} and 2^{nd} Respondents should sign the Deed of Disbursement of the Garnishee sum of N8 Billion. Further, the Hon. Judge without being prompted by any of the parties went ahead at the garnishee stage and "joined" new judgment, creditors. i.e. Tor Tiv and others. This joinder of new parties at the Garnishee state was affirmed by the proceeding of 10^{th} day of June 2022...." See Exhibit 21.

That one of his clients and the clients of the 1^{st} Respondent felt aggrieved with the Ruling of Hon. Justice Ekwo J. resulting their obtaining leave to appeal – Exhibit 22. Subsequently, the Tor Tiv invited the Judgment Creditors, the 1^{st} Respondent and the Applicant to a meeting at Gboko which he attended on 29^{th} December, 2021 and 3^{rd} January, 2022. That at the end of the meeting, the Tor Tiv and the 1^{st} Respondent arrogantly allocated/shared the judgment sum on paper to the extent of arbitrarily fixing his professional fees which he promptly rejected. The sharing formula was attached as Exhibit 23. Because only himself and the 1^{st}

Respondent prosecuted the cases for their clients, he complained to the 1st Respondent that if the sharing formula is allowed to stay, he would have failed his clients. He also questioned how the 2nd Respondent who had been indicted and banished from the matter could benefit from the judgment sum. He equally questioned why Vincent T. Tortsugh Esq. "Who had been assisting the 2nd Respondent to perpetrate unprofessional conduct" and Pastor B.N. J Iordaah, Esq a complete stranger were allocated various sums as legal fees.

That in view of his opposition to the sharing formula, one Chief E.K. Ashiekaa, SAN who is the retainer counsel with the Tiv Area Traditional Council who became aware of what the Tor Tiv and the 1st Respondent did, approached the Applicant to be allowed to intervene with a view to correcting the illegality perpetrated by the Tor Tiv and the 1st Respondent. He agreed, and discussed with his client to stay action. But Ashiekhaa after collecting all relevant documents from him failed to call for the meeting he promised, rather, he connived with the Tor Tiv, amended the fraudulent sharing formula document headed Deed of "Disbursement of Garnishee sum of N8 Billion being judgment sum given to the judgment creditors". That Ashiekaa SAN, the Tor Tiv and the 1st Respondent prepared, and allotted to Ashiekaa, SAN the sum of N79 million purportedly as "a mediator counsel" to resolve disagreements and conflicts amongst victim/stakeholders' fee". The N79 million was higher than the cumulative sum allotted to three (3) judgment creditors. The said fraudulent Deed of Disbursement, prepared by Ashiekaa, SAN was signed and filed in Court by the 1st Respondent on 9th June, 2022 without the Applicants knowledge and consent as counsel to his clients, the Deed and a letter of from Tor Tiv dated 7th June, 2022 were designated as Exhibit 24 & 24 A.

Consequently, on 7th November, 2022, he wrote a letter to the 1st Respondent to redress the anomalies and to ensure the right thing is done, but the 1st Respondent ignored him. The letter was sent via Red Star Express service – Exhibit 25 & 25 A.

In paragraphs 44 and 45 the Applicant averred:-

> 44. That in a recent publication containing photographs of the 1st Respondent and the 2nd Respondents, it was reported that the 1st Respondent went to the 2nd Respondent's office in Abuja and reconciled with the 2nd Respondent in order to pursue payment of the N8 Billion judgment sum. Whereas, the 1st Respondent is abundantly aware that the 2nd Respondent is not a counsel in the matter by virtue of the Affidavits of Disclaimer of the Plaintiffs/Judgment Creditors and above all the Court of Appeal ruling/decision which stemmed from MOTION No. 377M/2015 reported as ORNGU & ORS Vs GAADI & ORS (2016) LPELR 42083 CA.
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> 45. That the recent unholy alliance between the 1st Respondent and the 2nd Respondent as stated in my deposition in paragraph 44 above is aimed at depriving me of my Professional Fee; whereas I have been representing my clients in the matter and other matters relating to same for an upward of more than fifteen (15) years now and still representing them on contingency basis"

In paragraphs 46 – 54, the Applicant averred that after himself and the 1st Respondent commenced the Garnishee proceeding to recover the N8 Billion on behalf of their clients/Judgment Creditors vide Suit No. FHC/ABJCS/321/2015 on 9th April, 2018, the 2nd Respondent surreptiously filed an application via Suit No. FHC/ABJ/CS/444/2015, purportedly on behalf of their clients, seeking to recover the N41.8 Billion from the Judgment Debtors. That upon being informed about the 2nd Respondent action/conduct without their consent and authorization, the Judgment Creditors deposed to various affidavits and "disclaimed" the 2nd Respondent as their counsel. The Affidavit of MBAYEMEN MASEWUAN, AZENDA IGO & ANONGO UNISHIGH were designated as Exhibits 26, 26 A and 26 B respectively.

That without responding to the affidavits of disclaimer, the 2nd Respondent selected six out of the eight Judgment Creditors (including three of the Applicant's clients) and proceeded to the Court of Appeal to file MOTION No CA/E/377M/2015 seeking to have set aside, the consent judgment of N8 Billion delivered by the Court of Appeal, on the ground that the said judgment was obtained by fraud and without the consent of the Applicants, (his purported clients) and as such, will not accept the sum of N8 Billion but N41.8 Billion. "The 2nd Respondent's purported clients in appeal No. CA/E/377M/2015 again filed various affidavits and Disclaimed the 2nd Respondent as their counsel". The Court of Appeal Enugu division "unanimously dismissed" the application of the 2nd Respondent with ignominy" – The ruling was attached as Exhibit 27 and is reported as ORNGU & ORS VS GAADI & ORS (2015) LPELR 42083 CA. That pursuant to the ruling (Exhibit 27) the 2nd Respondent on 14th February, 2017 filed a Notice of Appeal to the Supreme Court (appeal No. SC/214/2017) – Exhibit 28. That the Appellants by themselves, on 19th December, 2017, filed a NOTICE OF WITHDRAWAL and served same on the 2nd Respondent – Exhibit 29. But inspite of Exhibit 29, on 6th June, 2019, the 2nd Respondents filed an application to amend his Notice of Appeal seeking to move three Appellants who are the Applicant's clients to the other side as Respondents. The application was marked Exhibit 30.

In paragraphs 55 – 68, he deposed that in view of the Court of Appeal ruling in CA/E/377M/2015 (Exhibit 27), the 2nd Respondent's application No. FHC/ABJ/CS/444/2015 seeking to garnish N41.8 Billion was struck out and the Federal High Court resumed hearing of application No. FHC/ABJ/CS/321/2015 seeking to garnishee the consent judgment sum of N8 Billion, that the 2nd Respondent in desperation, recruited and went into alliance with Tor Tiv "to participate and assist him in the unlawful and unholy venture". The Tor Tiv swiftly summoned the Applicant's clients, the other judgment creditors and other persons to a meeting vide a letter dated 22nd September, 2017, signed by the Tor Tiv – Exhibit 31.

That at the meeting, the Tot Tiv ignored the fact that some of his clients who attended the meeting had informed him that the Applicant had been their counsel since 2008, he resolved that the 2nd Respondent must take over the matter from the Applicant and from the 1st Respondent the minutes of the meeting is tagged as Exhibit 32 – Resolution (C) ... That by the said Resolution, the 2nd Respondent and the Tor Tiv overruled the decision of the Court of Appeal in Exhibit 27.

That in odious display of double standard, the 2nd Respondent switched over from the claim of N41.8 Billion preferred by his purported clients and began interfering with Suit FHC/ABJ/CS/321/2015 for the sum of N8 Billion garnishee proceeding instituted by the Applicant and the 1st Respondent. This inordinate interference culminated in the 2nd, 6th, 9th, and 11th Plaintiffs/Judgment Creditors petitioning to the Legal Practitioners Privileges Committee (LPPC). Based on that, the 2nd Respondent wrote Exhibit 33 which is a letter dated 2nd May, 2019, addressed to the Deputy Chief Registrar, Federal High Court, Abuja, where he undertook to refrain from participating in the proceedings until the complaint against him is resolved. He equally stalled the proceedings of the Legal Practitioners Privileges Committee (LPPC) on the ground that he had appeal No. SC/214/2017, pending before the Supreme Court. That he failed to pursue the appeal and is using same to frustrate the judgment creditors who disclaimed him as their counsel as well as the Applicant and the 1st Respondent who are doing the matter for their clients on contingency basis.

Subsequently, the 2nd Respondent prompted and goaded Yunus Ustaz Usman, SAN into the matter, and on 12th November, 2021, he applied for the disbursement of the N8 Billion garnisheed sum. In that application, Y.U. Usman SAN, joined the 1st and 2nd Respondents as Respondents in the application and allocated the sum of N805,000,000.00 (eight hundred and five million naira) only to the 2nd Respondent as professional fees – Exhibit 34. The 2nd Respondent then promptly deposed to an affidavit accepting the sum allotted to him and by Y.U. Usman, SAN and provided his Zenith Bank account details for reception – Exhibit 35. This conduct was inspite of his (2nd Respondent) 14th June, 2019 application for the stay of proceedings in the garnishee proceedings to await the outcome of his appeal No. SC/214/2017 pending at the Supreme Court. The Application for stay is marked Exhibit 36. And to avoid being exposed, at the Supreme Court, the 2nd Respondent on 16th November, 2022 filed a notice of withdrawal of his legal representation of the Appellants – Exhibit 37.

In paragraphs 69 and 84, he deposed, that at the instance of the 2nd Respondent, Dr. Kayode Ajulo, SAN, OON on 2019/2023 filed some processes in appeal No. SC/214/2019 which was initiated by the 2nd Respondent, purporting to represent the Appellants. The application and the affidavits of two of the Applicant's clients are attached as Exhibits 38, 39 and 39 A. Sequel to that, the Applicant wrote a letter to Dr. Kayode Ajulo, SAN, OON, who upon service, perused the letter and declined to collect or acknowledge receipt. He afterwards called the Applicant with GSM No. 08033154349 and informed him that he has returned the case file to the 2nd Respondent and no longer has anything to do with the appeal. A copy of the letter addressed to Dr. Kayode Ajulo SAN, OON was attached as Exhibit 40.

That in an online publication on 4th September, 2023, https: barristerng.com., it was reported that the 1st and 2nd Respondents have settled their differences and have resolved to work together for the judgment creditors in all matters relating to the N8 Billion – Exhibit 41. That sometimes in November 2023, he discovered that the 2nd Respondent had clandestinely prepared another fraudulent Deed of Disbursement dated 24th January, 2023 wherein he allocated N805,000,000.00 to himself; N75,000,000.00 to Vincent T. Torsugh who had been assisting the 2nd Respondent in his unethical conduct; N30,000,000.00 to the Pastor (Mrs) Betty Nguheman Iordaah, Esq a complete stranger, and N100,000,000.00 to the Applicant. A copy of the Deed of Disbursement was attached as Exhibit 42. That upon this discovery, the Applicant applied to the Deputy Chief Registrar, Federal High Court, for the Certified True copy of the Deed and two other incriminating documents against the 2nd Respondent. A copy of the application was attached as Exhibit 43. That after checking the Registry over 10 (ten) times, for the approval of his application without avail, he paid and filed a Reminder – Exhibit 44. That after being dribbled without being issued the CTC of the fraudulent Deeds of Disbursement he filed the uncertified copy. That the 2nd Respondent, being a SAN, has higher duty to uphold the Rule of Law, maintain high and decent ethical standard of practice and adhere strictly to the judicial precedent, but, in the bid to obtain the N805,000,000.00 exerted inappropriate overbearing influence and got the "Hon. Judge of the Federal High Court to deliver a Ruling that in one fell swoop overruled two Court of Appeal decisions... removed" the Applicant as counsel in the matter and "illegally reinstated the 2nd Respondent in the matter contrary to the Court of Appeal ruling in terms of Exhibit 27 reported in ORNGU & ORS Vs GAADI & ORS (supra). The Applicant specifically quoted page 14 and 15 of Exhibit 20. That the 2nd Respondent enticed and hijacked his brief and clients to his detriment especially in view of the Disclaimer Affidavit of the Applicant's client, Mbayemen Masewuan at paragraphs 16, 17 and 18 of Exhibit 26. That by his conducts, the 2^{nd} Respondent infringed on the Applicant's professional competence and denigrated his status and standing before his clients. That the experience he was subjected to by the 2^{nd} Respondent completely devastated him; that despite the ruling of the Court of Appeal (Exhibit 27), and a further petition to the Legal Practitioners Privileges Committee when the 2^{nd} Respondent resumed interference with the garnishee proceedings, he influenced the Honourable Court to remove the Applicant and reinstate to him as counsel, which amounts to inappropriate, inordinate and corrupt influence and such act constitutes "a canker and lethal danger capable of destroying the judiciary". From the Applicant's complaint at page 34 of the Complaint, his prayers before this Committee are:

"i) to estop the 1^{st} and 2^{nd} Respondents, jointly and severally from depriving me of my professional fees.

ii) Accordingly sanction the 1^{st} and 2^{nd} Respondents in order to serve as a deterrent to others; as by doing so will instill discipline in the profession and sanitize our profession of the likes of the 1^{st} and 2^{nd} Respondents."

In response to the 1^{st} Respondent's defence, the Applicant denied paragraphs 14 (e) and 25 e, (d-g) insisting that the 1^{st} Respondent presented different persons in Court other than the real parties. He referred to the information he received from his clients in Exhibits 3, 4, 5,6 & 7 of his Supporting Affidavit, in addition to what he personally witnessed in the Court, resulting in his complaint to NBA, Makurdi branch (Exhibit 2).

In relation to paragraphs 26 and 27 of the 1st Respondents depositions, he said he was briefed by the 12th Plaintiff on 6th November, 2008 and he confirmed what he told him. He then called the 1st Respondent, informed him that he was briefed by some of the 1st Respondents existence client whereon the 1st Respondent's countenance became hostile.

Subsequently, late Zaki Kaduna Mazan sent his son to accompany the Applicant to meet with late Dr. Alex Gaadi to see the 1st Respondent to resolve the issue amicably. Thereafter, late Dr. Gaadi and the 1st Respondent began playing pranks which necessitated his filling of Notice of Change of Counsel which was accompanied with the affidavit of fact -Exhibit 3, 4, 5, 6& 7.

Later, Hon. SAN brokered settlement between them and they began working together as per Exhibit FA1, FA1A, FA1B, FA1C, FA1D, FA1E, FA1F, FA1G, FA1H, FA1I and FA1J. This resulted in the three – some forming a consortium and writing Exhibit FA2 to the former President Goodluck Jonathan and Exhibit FA3 and FA4 to two former Attorneys General of the Federation. That the 1st Respondent never filed any Counter Affidavit to deny the depositions for his clients' for change of counsel (Exhibits 3, 4, 5, 6 & 7); he ensured that they settled so that the Applicant's complaint before NBA Makurdi branch was not heard.

On paragraphs 34 (e) and (f), he averred, that his complaint against the 1st Respondent was that he presented different persons in Court who falsely claimed to be the real parties.

On paragraph 36(c) and (e) he averred, that he was invited to the meeting with the Hon. Attorney General of the Federation, based on the Notice of Change of Counsel (Exhibits 6 & 7) and that as at 23rd January, 2015 when the 1st Respondent signed Exhibit OPU 22 (the Terms of

Settlement), they were already working together (Exhibits 12 & 13 were referred to). That Exhibit 'C' which was attached Exhibit 3 mentioned in paragraph 43(b) (i) was made in January 2009 long before the settlement out of Court was reached in 2015;

That Dr. Alex Gaadi did not hail from the affected communities, and his claims were fraudulent, hence, the filing of Suit no. PHC/MKD/CS/09/2008 between COMMANDER IN CHIEF OF THE NIGERIAN ARMED FORCES OF THE FEDERAL REPUBLIC OF NIGERIA & 3 ORS Vs DR. ALEXANDER GAADI & 13 ORS by the Judgment Debtors, seeking to set aside the award on grounds of fraud, and the fraud was alleged against Dr. Gaadi alone who was the star client of the 1st Respondent – Exhibit 19 referred to. That the Suit was saved due to the involvement of other parties/claimant – (Exhibits FA5 & FA 5A). That the settlement out of Court was done without distinction as Dr. Gaadi suffered no loss – (Exhibits 14 &14A). And in appeal no CA/E/410/2008 which culminated into out of Court settlement, the consolidated judgments of the lower Court were faulted on the basis of double compensation to Dr. Gaadi who was a party to both Suit & made claims in both which were granted.

He denied paragraphs 44 & 52 (n) stating that they never discussed the individual shares of the judgment/creditors or that the shares of his clients be made through him, rather, the 1st Respondent made the suggestion in the document he prepared (Exhibit FA6) which the Applicant rejected and he never gave them his account details in that regard. He relied and referred to his Exhibit 24 & 24A.

He further denied paragraphs 45, 46, 47, 50(d), 64 (a-o) and 65 (a-f) of the 1st Respondents affidavit. That the two Suit filed at Federal High Court Lafia and Federal High Court Markurdi by the 1st Respondent on behalf of his star client (Gaadi) where he alone sought to take out the N6.1 Billion out of the N8 Billion consent judgment was another fraud by Gaadi in conjunction with 1st Respondent to which the applicant filed a counterclaim, where he made the EFCC a party (Exhibit FA7). That the 1st Respondent hurriedly withdrew and terminated the case at Federal High Court Makurdi, upon being served the Applicant's processes – Exhibit 18. That the 1st Respondent and Gaadi wanted to use the real victims/judgment creditors to fraudulently make money for themselves.

In denying paragraph 52 (e, f, l, m, n, o and p), he asserted that he did not trust the Tor Tiv when it comes to money, he did not tell the 1st Respondent to include his bill of charges, but he state he would ensure that his clients get something meaningful and his professional fee is 10% (Exhibit OPU 40), and he had expressed his dissatisfaction with the sharing formula in the document the 1st Respondent took to the meeting with the Tor Tiv. He denied calling the 1st Respondent names in his communications with him after he discovered, that the 1st Respondent signed the "Fraudulent Terms of Disbursement".

That contrary to the 1st Respondent's depositions in paragraphs 56, 57, 58(c) & 59, the Exhibits the 1st Respondent mentioned in the said paragraphs were made long after they had settled and had been working together. That word "counsel" used in Exhibit 26 (the affidavit of Mbauemen Masewuan) was used in plural, which includes the Applicant as her counsel.

In response to paragraph 60 (a–d) he maintains that when the 12th Plaintiff/ Judgement Creditors briefed him on 6th November 2008 for himself and on behalf of 9th, 10th & 11th Plaintiffs, he carried out independent investigations, contacted and interviewed them. In response to paragraph 61 (c, d, e, and f), he affirmed that his depositions were based on facts supplied to him by his clients and what he personally witnessed in Court which necessitated his writing Exhibit 2. And contrary to paragraph 61(g) and (h) the documents and facts the 1st Respondent was relying on, came long after the settlement brokered by S. T. Hon, SAN. This we believe, because Exhibits 44 – 49 were made between June 2015 to February 2016. Long after they had settled to work together. In Exhibit 20, made on 19th August, 2019, the 1st Respondent appeared with the Applicant before Justice Ekwo. Exhibit 2, the complaint to NBA Makurdi was made on July, 2009, the joint account in the name of Ulegede, Hon and Alashi was made on May 23, 2013.

In response to paragraph 62(a)(b)(d) & (e) he averred that the 1st Respondent knowing the danger of his complaint being heard by NBA Makurdi (in terms of Exhibit 2), ensured that the complaint will not be heard, the 1st Respondent had announced appearance for different persons who falsely appeared claiming to be the Applicant's clients & it is too late to deny that he did not procure them and the 1st Respondent did not counter the depositions of his clients Exhibit 6 and 7 attached to the counsel served on him.

That the 1st Respondent was desperate to settle with him because he drove from Makurdi to Abuja to meet him with S. T. Hon, SAN and severally beseeched him to withdraw the petition, and when he wrote it, the 1st Respondent drove to Abuja, collected the letter of withdrawal and submitted it to the NBA Makurdi Branch.

That his stance in protecting the interest of his clients from being short-changed by Gaadi and the 1st Respondents, prompted the 1st Respondent to join forces with the 2nd Respondent to deprive him of his professional fees. That he vehemently opposed the various sums allocated to the 2nd Respondent, Vincent Tortsugh and Pastor Betty N. T. Iordaah Esq. because, they were not counsel in the matter. That the consent judgment sum emanated from Appeal No CA/E/410/2008 and not Suit FHC/MKD/CS/06/2002 and the arithmetic of prorata of N8 Billion is a 'greedy and fraudulent invention of the 1st Respondent to deprive the Applicant's clients who were the real victims of the invasion from meaningful compensation, and paragraph 68(d) remains false no matter the number of times it is repeated by the 1st Respondent. That since they were presenting the matters together (Exhibits 12 & 13) he knew that his professional fee will come directly from the N8 Billion Naira and not from his clients' share. That if it were for Gaadi alone, the Judgment debtors would not have settled out of Court as he was never a victim of the invasion.

In paragraph 27 he averred that the Judgment Creditors had always rejected the 2nd Respondent as their counsel, hence, on the basis of their disclaimer, the Court of Appeal reprimanded the 2nd Respondent in its ruling (Exhibit 27). Their resentment of him and his failure to abide by the Court of Appeal ruling culminated in their writing a petition against him before the Legal Practitioners Privileges Committee which made him to write Exhibit 33 to the Court. That it was in a bid to deprive him of his professional fees, that the 1st Respondent turned round and stated that the Judgment Creditors have instructed him to work with the 2nd Respondent, which confirms the 1st Respondent's ill feelings towards the Applicant. He also turned round and sued the other Judgment Creditors on behalf of his preferred client (Gaadi).

He denied paragraphs 71(a) – (g) and 73(a, f & g), insisting that Exhibit 25 was sent and delivered to the 1st Respondent via Red Star Express Courier - Exhibit 25A. That the 1st Respondents who purports to represent the Judgement/Creditors turned around to sue them on behalf of his preferred client at the Federal High Court Lafia and the Federal High Court Makurdi to claim N6.1Billion out of N8 Billion. That from Exhibit 24, it can be discerned that even the purported professional fee of N300Million signed by the 1st Respondent was to be paid to the Applicant into a different account which was not his.

In his Further Affidavit in response to the Affidavit of Jacob Gaadi on behalf of 1st Respondent, the Applicant, he contended that it was the failure of Dr. A. Gaadi and the 1st respondent to inform his clients about the progress of the case, that led them to debrief the 1st respondent; that earlier, Mr. Gaadi had convinced his clients to go to Court, that the terms of settlement was drafted early in 2014 but could not be signed, hence, the 1st Respondent wrote letters to the Honourable Attorney General of the Federation for the terms to be signed; that when the former Governor of Benue State wanted to collect the judgment sum, the Applicant wrote (ExhibitFA10) and also involved his uncle, Late W. Paul Unongo, OFR, who intervened at the highest level of authority leading to the invitation of the 1st Respondent by the Honourable Attorney General of the Federation to come and sign the Terms of Settlement which was eventually signed on 23rd January, 2015 and filed before the Court on 30th January, 2015. That prior to the intervention of the late W.P. Unongo, the 1st Respondent was helpless when the former Governor of Benue State wanted to collect the judgment sum.

He repeated that the Terms of Settlement before the Court of Appeal was without distinction as the Judgment Debtors would not have settled out of Court with Gaadi due to the fraud attributed to him and the issue of double compensation, that some of the Judgement Creditors were unaware that Gaadi turned round against them to claim N6.1 Billion out of N8 Billion judgment sum and those who became aware understood his fraudulent motives; that the 1st Respondent withdrew the Suit because he made EFCC a party in his counterclaim and also called for the investigation of fraud against Gaadi.

He refers to Exhibits 3, 4, 5, 6, 7 to assert that his clients lost confidence in the 1st Respondent, hence they briefed him. That he and 1st Respondent later settled in terms of Exhibit 12 and began working together (Exhibit 13).

In his Further Affidavit of facts in response to the affidavit of Amos Kaduna the Applicant averred, that the 9th, 10 and 11th Judgment Creditors do not know the nature of the complaint against the 1st Respondent, so as to permit Amos Kaduna to depose to the affidavit on their behalf; that contrary to Amos's deposition. Upon the demise of Zaki Kaduna Mazan, he was substituted by Aper Kaduna, hence, Dr. Gaadi could not have been informing him about the matter; that Amos came in as Aper's substitute upon his demise; that the affidavit of Amos was just crafted for Amos to sign, because Amos knows as a fact that the 10th Judgment creditors is the Applicant's blood brother's wife while the 12th Judgement creditor is his paternal cousin; that at the time Amos accompanied the Applicant to meet with Dr. Gaadi and the 1st Respondent in 2008, the entire judgement was about to be set aside on grounds of fraud and settlement out of Court was not in sight/contemplated.

That when Zaki Kaduna died (8th May, 2008), the Applicant met with his family including Amos where the family chose Aper, the elder brother of Amos to replace their father. This was why Aper Kaduna deposed to the Affidavit accompanying the Change of Counsel; that it was his client/Judgment Creditors that authorized him to enter into the out of Court settlement (Exhibit 3,4,5,6,7, 8& 9 were relied on) and that the deposition in paragraph 13 of Amos Affidavit is belated because, at the "desperate instance of the 1st Respondent, S. T. Hon, SAN settled them leading to the withdrawal of Exhibit 2 (Complaints to NBA, Makurdi Branch). He denied making a request to the 1st Respondent, that the shares of the client should be paid through him; that he has been financing the matters including Amos Kaduna for over 15 years; that Amos is greedy, he wants to exclude his siblings from accessing the judgment sum and is unhappy because he told him and his brothers to open a joint account where their share would be paid and not to collect peanuts or sign any document to their detriment – Exhibit 39.

In response to the affidavit of the 2nd Respondent the Applicant deposed with regards to paragraphs 15 and 16, that the 2nd Respondent overbearingly influenced Hon. Justice I. E Ekwo of the Federal High Court to overrule two decisions of the Court of Appeal vide his ruling in Exhibit 20 which resulted in a petition against him to the National Judicial Council - (Exhibit CA1, CA1A, CA1B and CA1C) and he (2nd Respondent) is not a counsel in the matter by virtue of the ruling in Exhibit 20.

In response to paragraphs 9 and 14 he averred, that when the 2nd Respondent sought to have set aside, the consent judgment of the Court of Appeal, the 2nd, 3rd & 4th Judgment Creditors disowned him open Court, resulting in the Applicant and the 1st Respondent appearing for them (pg 53 of Exhibit 27).

On paragraph 3 (iii - iv) he averred:

(iii) The Court of Appeal indicted the 2nd Respondent for forgery because the 8th Plaintiff/Judgment Creditor Zaki Kaduna Mazan, died on the 11th September, 2010 and was buried on the10th December, 2010 but documents were signed after the demise of Zaki Kaduna Mazan purporting that it is the deceased that signed same – See last paragraph of page 46 up to first and second paragraphs of page 47 of Exhibit 27.

(iv) That Exhibit JK1 attached to the affidavit of the 2nd Respondent was filed the same period of (2015). All the judgment creditors disclaimed and rejected the 2nd Respondent as their counsel. It is based on the rejection of the 2nd Respondent by the Judgment Creditors that the Court of Appeal ruled in terms of Exhibit 27.

(v) The Judgment Creditors kept on disclaiming and resisting the 2nd Respondent as their counsel as can be seen in Exhibits 26, 26A,26B, 29 and 33 attached to my Affidavit of facts.

(vi) That in the proceedings of 31st January, 2019, when the matter was called, when the 2nd Respondent stood up and announced his appearance in the matter, the Judgment Creditors stood up, protested and rejected the 2nd Respondent. It was thoroughly embarrassing, all counsel in Court were surprised that a Senior Advocate of Nigeria could be rejected by parties in the matter, it happened in Court. This made the 2nd Respondent to make the following comments:

> "The Court saw the drama this morning when some of the Judgment Creditors stood up and said I am not their lawyer". Copy of the said proceedings of 31st January, 2019 is hereby attached and marked as Exhibit CA 2".

In reaction to paragraphs 17, 18, 19 and 21 of the 2nd Respondent's affidavit, the Applicant referred to Exhibit 27, the report to Legal Practitioners Privileges Committees (LPPC), and the persistent rejection of the 2nd Respondent by the Judgment Creditors as proof that they did not brief him. Paragraphs 12, 13, 14, 15, 16, 17 and 18 of Exhibit 26 were averred to be evidence of poaching and enticement of Judgment Creditors by the 2nd Respondent. That the Benue Development Movement mentioned by the 2nd Respondent, is one of the faceless bodies the Court of Appeal referred to in Exhibit 27 at paragraph 53 as greedy charlatans; that failure to succeed in poaching the Applicant's clients made the 2nd Respondent to turn them to position of Respondents from Appellants – Exhibit 30.

That Exhibit JK 2 had been declared a forged document by the Court of Appeal, it was purported to have been signed by Zaki Kaduna Mazan on 22nd May, 2015 whereas he died on 11th September, 2010, the affidavit of Death deposed to by his late son Aper Kaduna was attached as Exhibit CA 3, while the 9th, 10th, 11th and 12th Judgment Creditors did not also sign it. The 1st, 2nd, 6th, 8th, 9th and 11th Judgment/Creditors also rejected the 2nd Respondent as their counsel on 17th October, 2018 at hearing of garnishee proceeding No. FHC/ABJ/CS/321/2015 – Exhibit CA 4.

That as at 13th September, 2024, the 2nd Respondent had not filed his brief of argument in Appeal No. SC/214/2017 nor serve same on the counsel in the matter because the appeal was a gimmick to arm twist the Judgment Creditors and their counsel and to collect N805 million as seen in Exhibits 34, 35 and 42 when he is not their counsel, and after the Order Absolute (Exhibit 20), he hurriedly wrote to the Central Bank of Nigeria (CBN) Governor, to immediately comply with the Order – Exhibit CA 5. He was thus approbating and reprobating on the one hand, that his clients want the N8 Billion Consent Judgment set aside and on the other hand was asking for N805 million as his professional fees.

He referred to the persistent disclaimers and rejection of the 2nd Respondent, thus: Exhibit CA 6 Andrew Juntu (14th Judgment Creditor) in CA/E/377M/2015, the application of the 2nd Respondent purportedly filed on their behalf seeking to set aside the N8 billion Consent Judgment; Exhibit CA 7, joint affidavit of Disclaimer filed by Peter Orngu, Elizabeth Aoughakaa and Andrew Juntu (the 2nd, 13th and 14th Judgment Creditors) in Suit No. FHC/ABJ/CS/321/2015 and Exhibit CA 8 the Joint Affidavit of Disclaimer by Peter Orngu and Andrew Juntu (2nd and 14th Judgment Creditors) in appeal No. SC/214/2017.

The 2nd Respondent on 6th June, 2019 filed an application to make Amos Kaduna, Mbakesen Ayatse and Anande Agashia the Applicant's clients Respondent because they rejected his representation but by November, 2022 after he enticed them with money, they signed Exbibit JK 7.

That Martins Ayoo Angwe is not one of the Judgment Creditors and the deposition of the 2nd Respondent in paragraph 40, shows that the 2nd Respondent is still working with the greedy charlatans mentioned, deprecated and disapproved by the Court of Appeal in Exhibit 27. On the "belated" denial he averred that the 2nd Respondent was served with Exhibit 26 on 1st July, 2015 to which he never filed a Counter Affidavit.

By a 10 paragraphed Further and Better Affidavit deposed to and filed on 21st April, 2026, the Applicant averred that during the pendency of this application, he received information in Appeal No. CA/A/CV/1164/2019 (against the ruling of Hon. Justice I.E. Ekwo) that the N8 billion Judgment sum was paid via Promissory Notes to one Hon. Eze Nwa Uwa of Rhemalaw Chamber by the Debt Management Office. He also came across an online news platform titled: "N8 billion Zaki

Biam invasion compensation: Tiv traditional rulers, judgment creditors petition EFCC over alleged fraud." Wherein it was stated that the Judgment Creditors and Tiv Traditional Rulers had through their counsel, Ben Tilley Adanyi of Chantham Partners present a petition against Hon Eze Uwa to EFCC – (Exhibit FB 2). That when he contacted two of his clients, they denied knowing Hon. Eze Nwa, he also came across a letter Exhibit FB 2 dated 16th December, 2025 written by the Debt Management Office, and addressed to Benjamin T. Adanyi, Esq. after perusing same, he discovered that Respondents in conjunction with Hon. Eze Nwa had collected the N8 Billion Judgment Sum in Promissory Notes – Exhibit FB 3. He also confirmed that the two Respondents and Hon. Eze Nwa had met and agreed on the disbursement schedule and that the 2nd Respondent received N800,000,000 purportedly as his professional fees. That he subsequently wrote letters to the trio demanding that they lodge the promissory notes into the UBA Plc account as contained in the Consent Judgment in Appeal No. CA/E/410/2008. The letters were dispatched vide Way Bills – (Exhibit FB 4, FB 4 A and FB 4 B).

They failed to comply with the demand and the 2nd Respondent replied threatening defamation and disciplinary action – Exhibit FB 5. These affidavits have all been scrutinized.

1ST RESPONDENTS CASE

In response to the application, the 1st Respondent filed 75 paragraphed Affidavit Disclosing Defence. Same was deposed to on 22nd July, 2024. He averred that long before the military invasion of some areas in Benue State, Dr. Alexander Gaadi floated an outfit which he renamed Benue Development Movement (BDM); that he had been counsel to the Judgment Creditors in consolidated Suit No. FHC/MKD/41/2001, FHC/MKD/CS/6/2002; Appeal No. CA/E/410/2008 and other connected matters from 2001 till date. That he was briefed to handle two consolidated cases by Dr. A. Gaadi. Initially, he filed Suit No. FHC/MKD/CS/41/2001 with Dr. Gaadi as sole Plaintiff claiming the sum of N30 billion as special damages and N10 billion as general damages (Pages 1-5 of Exhibit 2) and he subsequently briefed him alongside others leading to Suit FHC/MKD/CS/6/2002. That before filing this Suit, he only met with Dr. Gaadi and Zaki Kaduna Mazan. Subsequently, two others were joined as Plaintiffs with the leave of the Court and the monetary claim was for N60 billion. That he met only five (5) of them i.e. Dr. Gaadi, Anayo Unishigh, Zaka Kaduna Mazan, Elizabeth Aonghakaa and Andrew Juntu. Upon his application, the two cases were consolidated leading to two separate awards. That after the cases were determined, the Judgment Debtors filed an appeal - Exhibit OPU 2; That the 9th, 10th, 11th and 12th Judgment Creditors did not testify at the trial as falsely alleged by the Applicant. It was only the 8th Plaintiff/Judgment Creditor whom the Applicant claims to be his Client that testified; that only the 8th and 11th attended the hearing of the consolidated Suit but on 5th July, 2007, the date of the judgment, all of them appeared except the 14th Plaintiff/Judgment Creditor - (Exhibit 2 page 249 relied on). That the Applicant's clients except one did not testify nor were they discarded or deprived of information by Dr. Gaadi and the 1st Respondent.

That in Suit No. FHC/MKD/CS/41/2001 between Dr. A. Gaadi Vs Commander-In-Chief of the Nigerian Armed Forces & 3 ORS, the sum of N31,898, N983,600.00 was awarded (Exhibit 2) while in Suit No. FHC/MKD/CS/6/2002 between Dr. A. Gaadi & 13 ORS Vs Commander-In-Chief of the Nigerian Armed Forces & 3 ORS, the Court awarded N10 Billion as general damages, making a cumulative sum of N41.8 Billion judgment sum. That on 22nd October, 2007, the 1st Respondent secured the Garnishee Order Absolute – OPU 3. As payment was not forthcoming, he commenced Contempt Proceedings against the principal officers of the Central Bank of Nigeria and they wrote to the Honourable Attorney General of the Federation to intervene. Forms 48/49 and the letter were marked OPU 4 and 4A. That to frustrate the release of the attached debt, the Judgment Debtors and the Central Bank of Nigeria filed appeal No. CA/E/410/2008 and by a motion exparte, secured an Order restraining enforcement pending the determination of the Appeal – Exhibit OPU 5.

That after the judgment "hell was let loose" with all manners of interests including the Governor of Benue State claiming the judgment was obtained by the Benue Development Movement (BDM), all in a bid to push him out of the way in order to access the judgment sum, with Governor Suswan, Michael Aondoakaa (the then Attorney General of the Federation) colliding with Dr. Gaadi except he agreed to give them the sum of N20 billion out of the judgment sum. The filing of Suit No. FHC/MKD/09/2008 to have set aside the judgment on the allegation of fraud was a fall out of the demand for N20 billion.

"Most of the Judgment Creditors" then mandated himself and Dr. Gaadi to meet with the Hon. Attorney General of the Federation for amicable out of Court settlement. The sum of N8 billion was offered but he and Dr. Gaadi felt it was inadequate and were pressing for upward review.

In paragraph 25, he averred that he never met Plaintiffs/Judgment Creditors prior to and after being briefed by Dr. Gaadi and he believed that Dr. Gaadi kept them informed about the progress of the case/recovery. It is therefore not true that himself and Dr. Gaadi, ostracized the Applicant rather, he gate crashed and wants to have a bite at the cherry.

That the Applicant met the 1st Respondent in his Chambers around April 2008 after the filing of the appeal and the garnishee Order Absolute, and congratulated him on that; he indicated he knew Turai Yar'adua and could assist in intervening for the entire sum to be paid, without succumbing to the antics of the then Hon. Attorney General of the Federation, Aondoakaa, SAN; that he responded that he will need the instructions of his clients to do that. The Applicant then disclosed that the 9th and 12th Judgment Creditors are his relations and he feared that Dr. Gaadi would cheat them, if he (Applicant) is not in the case, to which 1st Respondent seriously objected. The Applicant persisted and the 1st Respondent resisted the attempts at the Federal High Court Makurdi, seeking to set aside the judgment in the consolidated sums and at the Court of Appeal Enugu, because he was not debriefed. Thereafter, the Applicant resorted to Dr. Gaadi, who brought the Applicant to the 1st Respondent, stating that the Applicant is a relation of Zaki Kaduna Mazan (father of Amos); that Mazan had asked that the Applicant should follow him "for the purpose of knowing when the judgment debt is paid and to ensure that he (Mazan) received his correct share", but not to take over the representation of Mazan and others, and he (1st Respondent) conceded; that despite the interference from different quarters, the 8th, 9th, 10th, 11th and 12th Judgment Creditors did not lose confidence in him till date, they did not debrief him as their counsel as they did in letters and affidavits marked OPU 44, OPU 45, OPU 46, OPU 47, OPU 48 and OPU 49, rather they confirmed he is their counsel in OPU 50, OPU 51 and OPU 52.

In paragraphs 27 and 32, he admitted resisting attempts by the Applicant to make appearances for his supposed clients at the Court in Enugu, because he was never debriefed by any of the Judgment Creditor nor his fees paid to him to pave way to any counsel.

That after the burial of Dr. Gaadi, he received a parcel in his Chambers which upon opening, found a letter to the Honourable Attorney General of the Federation dated 29th August, 2011, and Notices of Change of Counsel and a letter dated 20th January, 2009 said to have been addressed to him by the 8th and 12th Judgment Creditors but the letters were never served on him.

That when Suit FHC/MKD/09/2008 was filed by the Judgment Debtors, service was effected on Dr. Gaadi for themselves and on behalf of the rest of the judgment creditors and he engaged the 1st Respondent on their behalf; that the invitations to meeting at office of the Hon. Attorney General of the Federation were unofficially procured by the Applicant that was why on two occasions, the meeting did not hold and having noticed the contacts the Applicant maintains with some staff, he wrote a formal complaint to Hon. Attorney General of the Federation (HAGF) dated 9th October, 2011 attached as Exhibit OPU 6; that his meeting with HAGF on 23rd January, 2015 led to the signing of the Terms of Settlement – Exhibit 22 on behalf of the Judgment Creditors. He relied on the Courts proceedings; that he did not require the presence of the Defendants/Judgment Creditors in Suit FHC/MKD/CS/09/2008 and he never procured strange people to be in Court as the Judgment Creditors rather, in FHC/ABJ/CS/321/2015, the Martin Ayo Angwe led team, brought one Wuese Kwengh the driver of late Dr. Gaadi to stand in for Terfa Akhagba (3rd Judgment Creditor) which he protested. He relied on Exhibit OPU 7, OPU 8 and OPU9.

That in December, 2008, Dr. Gaadi reconstituted the exco of Benue Development Movement (BDM) and he was made its legal adviser. In December, 2008/January, 2009 he saw a publication (OPU 10) on the new exco, later news began to filter that Benue Development Movement "obtained a judgment of N41.8 billion at Federal High Court, Enugu. He resigned the appointment vide Exhibit OPU 11, and issued a statement pertaining to his legal representation in the two Suit (FHC/MKD/CS/41/2001 and FHC/MKD/CS/06/2002) which did not go down well with the Applicant and others including Martins Ayo Angwe the Director Operations of Benue Development Movement who later gave Chief Godwin E. Gwikenu a mandate (Exhibit OPU 13) to recover the N8 Billion on behalf of the Benue Development Movement a fact he discovered from one Barr. Taiwo who after learning about how he prosecuted the two Suit, said he was not going to proceed with the matter; that despite his warnings to the Judgment Creditors, Martin Ayo Angwe proceeded and gave another mandate (Exhibit OPU 14) to Chief Godwin Egwuenu on same condition dated 1st February, 2012 and signed by the 2nd, 8th, 9th, 10th, 11th, 12th, 13th and 14th Judgment Creditors. Hon T.I. Beejn in reaction wrote Exhibit OPU 15 to the Manager United Bank for African (UBA), dissociating himself with their actions that Dr. Gaadi died on 15th September, 2011 and he (1st Respondent) was left alone to pursue the settlement, that was when the Applicant bambozooled his way into the meeting with Federal Ministry of Justice, but the fact remains from the signed Terms of Settlement on behalf of the Judgment Creditors that he had their authority to negotiate and negotiated the judgment sum reflected in the Court of Appeal' Consent/Judgment – Exhibit 14A.

That because he was not of the same tribe with the Applicant none of the Judgment Creditors, considered him entitled benefit from his labour and attempts were made to frustrate him. Martins Ayo Angwe contacted S.T. Hon. SAN to assist Chief Egwuenu in the recovery of the Judgment sum of N10 billion in Suit No. FHC/MKD/CS/06/2022 without reference to him or Dr. Gaadi – (Exhibit OPU 16 dated 29th May, 2012 and the 2nd Respondent's letter to S.T. Hon, SAN (Exhibit OPU 17) were relied on).

That it was he who alerted Senator Akume of his intention to petition Hon. SAN but the former intervened and adviced them to work together and also asked Hon, SAN to see that the petition against the 1st Respondent by the Applicant before NBA Makurdi Branch is settled.... That he was neither scared of the petition nor did he ran to Senator Akume to intervene. That after a while, himself, the Applicant and Hon, SAN met, and their "disagreements were resolved" and they agreed to work together which led to the opening of a UBA Plc Joint account for the purpose of the payment of N8 Billion Judgment Debt.

In paragraph 40, he averred that when the mandate given to Chief G. Egwuenu failed, the Director Operations and the Secretary of Benue Development Movement, clandestively gave another mandate to one MONICA OTTAH to recover the Judgment Debt, she in turn engaged the 2nd Respondent (J.K. Gadzama, SAN) to handle the matter for her – Exhibit OPU 19.

That whereas he commenced garnishee proceeding for the N8 billion at Federal High Court, Abuja in April, 2015, the 2nd Respondent filed a similar application on May, 2015 for the attachment of N41.8 billion on MONICA OTTAH'S brief. He then contested the propriety of the 2nd Respondent' application in view of the consent judgment by the Court of Appeal. He was then accused by the BDM of compromising the judgment sum for which they purported to debrief him and that formed the basis of filing appeal No. CA/E/CS/337M/2015 by the 2nd Respondent. That he was never served with the letters purporting to have debriefed him (OPU 20 and OPU 21) and that in any event, not being the Judgment Creditors, they had no power to debrief him.

That since N8 billion represents about 19% of the original judgment debt for the two Suit, there was need to know the sharing formula.

Consequently, upon the instruction of Jacob Gaadi (the son of late Dr. Alex Gaadi) he filed an Originating Summons at Federal High Court, Lafia. Later by a Further Instruction of Jacob Gaadi, he withdrew the Suit and assured Mr. Gaadi that he will get a fair share of the N8 billion.

That following the grant of the Garnishee Order Absolute, there was renewed scramble for the judgment sum including the Benue State High Court which he resisted. See Exhibits OPU 23, OPU 24, OPU 25, OPU 26, OPU 27 and OPU 28.

That when the Martins Ayo Angwe team led by Monica Ottah found their attempt to recover N41,8 billion through the 2nd Respondent was not yielding result, they tried to benefit from the N8 Billion consent judgment, by issuing another mandate to Ottah - Exhibit OPU 29. Even though Dr. Gaadi died on 15th September, 2011, Zaki Kaduna Mazan died on 8th September, 2010, and Anongo Unishigh also died, they were said to be alive and that they signed Exhibit 14 which on the face of it was made on 13th January, 2021. By a letter dated 27th September, 2021 (Exhibit OPU 30) Monica Ottah engaged the services of Yunusa Ustaz Usman, SAN to handle the matter for her and the Learned Silk wrote to him asking him to furnish him with the 1st Respondent professional fees to enable him add it in the affidavit in support of a motion he intended to file – OPU 31. That upon hearing the true state of facts pertaining the consolidated Suit, Ustaz Usman, SAN "called off the exercise".

Also on the instruction of Jacob Gaadi, he once more filed an Originating Sumons (Exhibit OPU 32) seeking the Court to determine the sharing formula/ratio for the N8 Billion to enable parties know what is due to each of the two cases. The Originating Summons was again later withdrawn at the instance of Jacob Gaadi and not due to the threats of the Applicant.

That at the instance of M.A. Angwe, the Tor Tiv was urged to intervene and his attempt to side line the 1st Respondent not being a Tiv by tribe, was thwarted - Exhibit OPU 33, OPU 34, OPU 35.

That the Federal High Court, Abuja in granting the Garnishee Order Absolute on 19th August, 2019 ordered that the schedule of distribution of the judgment debt be signed by three Chiefs from the area where the incident occurred, by J.K. Gadzama, SAN and by the 1st Respondent; despite his initial reservations, he conceded to meeting with Tor Tiv and he "informed his clients and the Applicant to attend" (paragraph 52 (d); that prior to the meeting, the Applicant requested him to prepare a single Bill of Charge incorporating what will be due to him but he objected because he was the sole counsel in the consolidated Suit and the Applicant was brought in, to ensure that Zaki Kaduna Mazan was treated fairly in the sharing and was not a counsel in the matter; the Applicant became livid hence he told him if he is counsel to the 8th, 9th, 10th, 11th and 12th Judgment Creditors, he should serve them his bill of charges for them to pay him and that aggravated the matter.

At the meeting with the Tor Tiv, the proposal for distribution was such that his clients would be shortchanged and people who had nothing to do with the judgment were introduced and allocated unimaginable sums. He and the Applicant protested. He also conducted a search at the Corporate Affairs Commission to know the persons behind some of the companies to which allocations were made. The information was damning hence he called E. Ashiekaa, SAN, the Legal Adviser to the Tor Tiv to caution him on the situation before the information gets to the public, he also threatened to withdraw and to be paid whatever was entitled to him, for Jacob Gaadi to be treated fairly and "pleaded for some adjustment in favour of the Applicant in the distribution", and that on his own, he had proposed N400 million for the Applicant (see paragraph

52 (k) and (l) of 1st Respondent Affidavit of Defence. That he rejected the Applicants' proposal for payment of his clients through his own bank account as he is their counsel on record, but he advised the Applicant to send to him what he thinks was his entitlement and he would forward it to Ashiekaa, SAN who he had asked to intervene, as he was no longer prepared to be part of it but the Applicant sent his request, directly to Ashiekaa, SAN. That despite his displeasure, with the Tor Tiv, he sent him a WhatsApp message urging him to review the distribution pattern and make some additions to the Applicant and to Jacob Gaadi – Exhibit OPU 36. That he signed the Deed of Disbursement/distribution list of the Tor Tiv without reading it to avoid being penalized because the Federal High Court had directed that the list must be ready and when he later discovered that it did not conform to what was earlier agreed, he disowned it by disclaiming his signature on the document – Exhibits OPU 37. That since the Applicant discovered that he signed the distribution list, he had been under attacks from him but he did not prepare the said List/Deed – see Exhibit OPU 38 and OPU 39, OPU 40, OPU 41 and OPU 42, compromising the SMS and WhatsApp exchanges between them. That Exhibit OPU 43 is Ashiekaa, SAN's reply to the Applicant on his protest to the Deed of Distribution made by the Tor Tiv and the Tiv Traditional Council.

That from inception till date, he had been and remained the Judgment Creditors counsel, a fact confirmed by them in Exhibit OPU 44, OPU 45 and OPU 46, Seeking to curtail the 2nd Respondent's interference in their matter, as well as Exhibit OPU 47 the Affidavit of Amos Kaduna; OPU 47 A the affidavit of disclaimer of ANANDE AGASHIA; OPU 47 B the affidavit of disclaimer of MBAKESEN AYATSE, OPU 48 the joint affidavit of AMOS KADUNA & MBALESEN AYATSE & AMANDE AGASHIA; OPU 49 the affidavit of APER KADUNA and Exhibit 27. (the Judgment of the Court of Appeal, Enugu at page 48, lines 5 to 13.)

In addition, he deposed, that the aforesaid letters and affidavits were read and understood by the Judgment Creditors before they appended their signatures. They were also made between 2015 and 2020 long after the allegations that he was debriefed by the 8th, 9th, 10th, 11th and 12th Judgment Creditors and after the Applicant filed notices of change of counsel. The Committee notes that during the period of the Applicant and the 1st Respondent had resolved their differences and were working together. For instance in Exhibit 27, the 1st Respondent appeared alongside the Applicant for "1st, 2nd, 3rd and 4th listed Applicants/1st set of Respondents".

That in Exhibit 26 of the Applicant, the 10th Judgment Creditor Mbayemen Masewan had deposed on 12th October, 2020, that the 1st Respondent is her counsel and she does not intend to "leave"/debrief her counsel, which puts to rest the allegation that he was debriefed by the 8th, 9th, 10th, 11th and 12th Judgment Creditors, that it was impossible for the Judgment Creditors to debrief him in 2009 and brief the Applicant and from 2015 to 2017 till date to state in writing that he (1st Respondent) is their counsel. Other evidences that he remained counsel to all the Judgment Creditors are (a) the Terms of Settlement dated 23rd January, 2015 – Exhibit 22(b) correspondence No. MJ/CIV/ABJ/4/02 dated 29th June, 2015 from Federal Ministry of Justice, Abuja to Chief J.K. Gadzama, SAN confirmed him to be the counsel to the Judgment Creditors and all those coming forward claiming to be representing them are "mere gold diggers" – Exhibit OPU 50; (c) the letter from D.D. Dodo and Co. addressed to J.K. Gadzama, SAN confirmed him as the counsel to the Judgment Creditors at the lower Court, the Court of

Appeal, at the Settlement Meeting and signing of the Terms of Settlement – Exhibit OPU 51.

The Committee notes, that the 1st Respondent signed the Deed of Disbursement on 7th June, 2022 allotting N300,000,000 to the Applicant. He appeared with him on 19th August, 2019 before Hon. Justice Ekwo for the Judgment Creditors in FHC/ABJ/CS/321/2015. They also appeared together before the Court of Appeal with appeal No. CA/PRE/ABJ/ROM/CV/1035M/2020. See Exhibit 22. Again, in the notice of withdrawal and of discontinuance filed by the 1st Respondent dated 6th April, 2022 in Suit FHC/MKD/CS/02/22 he listed the Applicant as counsel to "11th Defendant" i.e. one Azenda Igo. Can he then in all honesty aver, that from inception till date, he remains the counsel to the Judgment Creditors?

That although Applicant said he was briefed sometimes in 2008, he filed three separate notices of change of counsel and that when he filed the Notice of Change of Counsel in CA/E/410/2008, on 12th December, 2011, he only did for the 8th, 9th, and 11th Judgment Creditors without the 12th Judgment Creditor – see Exhibit 7.

That the record of the Court of 5th July, 2009 the date the judgment was rendered showed all the plaintiffs were present except the 14th and he had always connected with them through Dr. Alexander Gaadi. That he did not proclaim different persons to stand in for supposed Applicant's clients, that the Judgment Creditors need not appear in Court to have their case prosecuted and the Applicant did not specifically accuse him of procuring the persons.

He admitted that after S.T. Hon. SAN settled them, the Applicant gave him a letter of withdrawal of his petition to the NBA Makurdi. In paragraphs 66 and 68 he asserted that one of the Applicant's grouse from paragraph 49 of his complaint was, that only him and the 1st Respondent are entitled to legal fees and the sums allocated to J.K. Gadzama, SAN, Vincent Tortsugh and Pastor B.N.T. Iordaah Esq should be added to the N300 million allocated to him in Exhibit 24 A. And is not happy because by the pro-rata, allocations of the negotiated N8 Billion, the amount due to the Judgment Creditors in Suit FHC/MKD/CS/6/2002 will be N1.9 billion only and that payment to counsel brought into the matter will be from individual shares of such Judgment Creditors.

<u>That bringing the Tor Tiv into the case by the Federal High Court in it's ancillary Order Absolute in the ruling of 19th August, 2019 constituted a problem to enforcement;</u> that the Judgment Creditors wanted the Tor Tiv removed and allow the 1st and 2nd Respondents to work together towards enforcing the judgment and that his clients had instructed him to apply to the Federal High Court to vary the judgment by removing the Tor Tiv and he had filed a motion to that effect – Exhibit OPU 53.

In paragraph 70 (f) and (g), he deposed:-

(f) My working together with J.K. Gadzama, SAN which is on the instructions of my clients, judgment creditors has not in any way deprived the applicant of getting his professional fees paid to him, if any, by his supposed clients.

(g) My working with J.K. Gadzama, SAN on the instructions of my clients, the judgment creditors cannot and does not in any way constitute an unholy threat and an offence and or breach of the rules of professional conduct.

See also paragraph 72.

That he conceded to joint letter and account opening with S.T. Hon, SAN and the Applicant strictly based on the counsel from Senator George

Akume not on the ground that either of them was counsel to the judgment creditors. That the Applicant is out to take undue advantage of the struggles of late Dr. Gaadi, the vulnerability and illiteracy of the Judgment Creditors particularly those he claimed to be his relations but the Judgment Creditors had severally stated that they did not engage him as counsel and their share of the judgment sum, should not pass through him.

In his Further Affidavit of Facts deposed to on 1st June, 2026, the 1st Respondent averred, that although, he was seeing Exhibit FB 2 as a result of Further and Better Affidavit of the Applicant, he became aware of petition by B.T. Adanyi, Esq against Hon. Eze Nwa-Uwa Esq of Rhemalaw Partners and Andrew Juntu (Exhibit OPU 54) to the EFCC word forward with different addressee, alleging "Forgery and Fraudulently Obtaining Promissory Notes to the tune of Eight Billion Naira under False Pretences from the Debt Management Office "dated 14th November, 2025 and to have been made at the instance of the 1st, 2nd, 5th, 6th, 7th, 8th, 9th, 11th and 13th Judgment Creditors in the case of Peter Orugu and 12 ORS Vs COMMANDER-IN-CHIEF OF THE NIGERIAN ARMED FORCES OF THE FEDERAL REPUBLIC OF NIGERIA. The writer B.T. Adanyi, Esq. also claimed he was writing on behalf of some traditional rulers and he was consequently invited by the Office of the Inspector General of Police and the EFCC – See Exhibit OPU 55 and OPU 55 A; that in the course of investigation, the judgment creditors deposed to affidavits where they disclaimed ever briefing Adanyi Esq. or any of the traditional rulers to write the petitions – see Exhibit OPU 56 A and OPU 56.

In Exhibit OPU 57, one Disciple Davien Gaadi, the half-brother of the late Dr. A. Gaadi disclaimed the alleged authority to write the petition by B.T.

Adanyi Esq and confessed that he signed the signatures of some persons listed as petitioners.

The 1st Respondent said he prosecuted the two consolidated Suit for and on behalf of Dr. Gaadi and fourteen named/plaintiffs/Judgment Creditors alone; and is not aware if any compensation was paid for Zaki-Biam invasion. That he was seeing Exhibit FB 3 for the first time and there was no time that the Debt Management Office contacted him before 31st April, 2025. That sometimes in October, 2025, the Judgment Creditors through Andrew Juntu informed him that they had collected the compromised N8 billion Judgment Sum through the Debt Management Office and have shared same and that his professional fees vide promissory notes is ready for collection at the Debt Management Office. Upon inquiry, they told him the Court route was not yielding results as expected, so they engaged Rhemalaw Partners represented by Hon. Eze Nwa Uwa and he successfully recovered the sum. He then contacted Hon. Eze Nwa Uwa who took him to the Debt Management Office and his professional fee was paid via promissory notes, that even though it was far below what he expected, he took it and walked away.

That the Judgment Creditors in Exhibit OPU 55 A – OPU 55 K and OPU 56, have attested that the 1st Respondent is their counsel, and they engaged Hon. Eze Nwa Uwa to recover the sum without his knowledge. He also relied on Exhibit OPU 56, the Judgment Creditors letter of appreciation to him dated 19th January, 2026; that it was in the course of EFCC investigation, that he got to know that approval for the payment came from the Federal Executive Council and the National Assembly – Exhibit OPU 59; that he formally informed Anyogu Esq. (counsel to the CBN) about the payment through the Debt Management Office – Exhibit OPU 60; and that although he received Exhibit FB 4 from the Applicant, he did not reply to same.

Finally, he averred that he is not guilty of any professional misconduct.

2ND RESPONDENT'S CASE

The 2nd Respondent in paragraph 6 - 13 of his "Affidavit Disclosing A Defence to the Originating Application" denied each and every allegation contained in the Applicant's Affidavit except where expressly admitted. He averred, that the notice of Change of Counsel referred to in paragraph 10 was not served on him or ever brought to his attention; (this is understandable because the notices were filed in June 2009, June 2011 and November, 2011. Exhibits 3, 4 and 5) before the 2nd Respondent was purportedly briefed in May 2015 as per Exhibit JK 2). That contrary to paragraphs 30 and 31, Hon. Justice Ekwo of the Federal High Court did not in his ruling of 19th August, 2019 overrule the Ruling of the Court of Appeal in Suit No. CA/E/410/2008. Rather, he made the Order Nisi Absolute in the Garnishee proceedings and ordered the Judgment Sum to be paid into an interest yielding account opened by the Chief Registrar of the Court to avoid rancor and acrimony in the process of disbursement due to the issue of legal representation among the Judgment Creditors.

On the excerpts from the Judgment of the Court of Appeal, that he breached Rules 27(4) and 29(1) of the Rules of Professional Conduct (dealing with filing and giving notice of change of counsel), he averred that he was never indicted, rather the comments of Agube, JCA were made obiter and factually incorrect that "in reality, a Notice of Change of Counsel was filed which did not come to the attention of the Hon. Justice of the Court of Appeal as a result of which His Lordship made those statements without hearing or requesting to hear my side of the story. A copy of the Notice of Change of Counsel filed in the Federal High Court (which was not made available to the Court of Appeal in motion CA/377M/2015) is hearby marked and attached as Exhibit JK 1". That the reason why the Court of Appeal was unaware was because, they filed a motion challenging the Consent Judgment hence no record of appeal was transmitted which would have placed the notice of change of counsel before the Court of Appeal and the passing remarks were never submitted for resolution before the Court of Appeal.

In reaction to paragraphs 32, 44, 51 and 84 he asserted that the Court of Appeal in ORNGU & ORS Vs GAADI & ORS (2016) LPELR – 42083 (CA) did not banish him from the matter as alleged. That the said decision is a subject of appeal before the Supreme Court appeal No. SC/214/2017 and same had been entered challenging the whole decision – Exhibit 28 relied on. (Subsequent records showed the 2nd Respondent had withdrawn his representation in the appeal).

That contrary to paragraph 33, the Federal High Court in its ruling of 19th August, 2019 did not 'reinstate' the 2nd Respondent on the matter nor remove the Applicant, it simply ordered that the Disbursement of the Judgment sum be made upon the Court being satisfied that the Terms of Disbursement, incorporates the legal fees, is jointly signed by the 1st and 2nd Respondents for the Garnishees and endorsed by First Class Chiefs of Jukun, Logo, Kwande and Katsina Ala local government areas on behalf of the Tiv Area Traditional Council.

That at the proceedings of 19th August, 2019, the Applicant was led by the 1st Respondent for the Judgment Creditors while he (2nd Respondent led a team of lawyers appearing for the 2nd, 3rd, 4th, 5th, 6th, 7th, 11th, 13th and 14th Judgment Creditors. "As a result therefore, the Court ordered that the lead counsel (1st Respondent and I) should sign the Terms of Disbursement while the First Class Chiefs of Jukun, Logo, Kwande and Katsina Ala endorsed it".

He maintains, that contrary to paragraphs 36, 44, 47, 58 and other similar paragraphs, his law firm was briefed early in 2015 by the Judgment Creditors along with representative of the Benue Development Movement to help them recover the judgment sum of N41.8 billion on the consolidated Suit hence he filed Suit No. FHC/ABJ/CS/444/2015.

That contrary to paragraphs 44 and 45 of the Applicant's affidavit, there is no unholy alliance between him and the 1st Respondent, that on 15th June, 2023, himself and the 1st Respondent as lead counsel for the Judgment Creditors met to "settle" their "erstwhile differences" in the interest of justice and the interest of the Judgment Creditors, ensure speedy realization of the judgment sum and put the issue of legal representation (which was causing delay) to rest. That the meeting was not aimed at depriving the Applicant, his legal fees.

That contrary to paragraph 49, the Judgment Creditors on 22nd May, 2015 also instructed his law firm to challenge the Consent Judgment of the Court of Appeal vide Exhibit JK 2; that he selected six against the eight Judgment Creditors to proceed to the Court of Appeal because, at that time, some of the Judgment Creditors, were dissatisfied with the consent judgment, saying they did not sign the Terms of Settlement and are unaware of it, while others had accepted the reviewed sum. Those dissatisfied with the reviewed sum were (1) Peter Orngu, (2) Mbakesen Ayatse, (3) Anande Agaishia, (4) Elizabeth Aoughakaa and (5) Andrew Juntu.

That the instructions from the 2nd, 3rd, 4th, 5th, 6th, 7th, 11th, 13th and 14th Judgment Creditors on the consolidated Suit were: to immediately file or discontinue or otherwise handle as deemed appropriate, Suit No. FHC/ABJ/CS/321/2015 between Dr. A. Gaadi and 13th others Vs Commander-In-Chief of Nigerian Armed Forces and 3 ORS; take steps to set aside the consent judgment entered by the Court of Appeal; and take any appropriate step to receive the judgment sum in the consolidated Suit. Hence, he filed Suit No. FHC/ABJ/CS/444/2015 to recover the N41.8 Billion and filed motion No. CA/E/377M/2015 seeking to set aside, the consent judgment and this was done in line with the instructions of his client. That "the person who filed the Affidavit of Disclaimer signed the letter of instruction to me".

On paragraph 50 of the Applicant's Affidavit, he averred, that the Judgment Creditors not only permitted the filing of motion No. CA/E/377M/2015, they attended several hearings of the Court of Appeal. That on 26th April, 2016, the 1st, 5th and 6th Judgment Creditors (Peter Orngu, Elizabeth Aonghakaa and Andrew Juntu) were in Court and they identified counsel from the firm Henry Michael – Ihunde Esq. and Vincent Tortsngh Esq. as their legal representatives. The affidavit Andrew Juntu in support of the application and his further affidavit marked as Exhibits JK 3 and JK 4 were relied on. That the Court of Appeal dismissed the application to set aside. Consequent upon the decision of the Court of Appeal, his firm was instructed to appeal to the Supreme Court (Exhibit JK 5) leading to Appeal No. SC/214/2017 now pending before the Supreme Court and that on 6th June, 2019, they filed an application to amend the Notice of Appeal.

On the Notice of Withdrawal, filed on 5th March, 2018 in appeal No. SC/214/2017, he stated that the 6th Appellant (Andrew Juntu) on 22nd November, 2022, filed an affidavit of facts (Exhibit JK 6) verifying that the 2nd Respondent is their counsel in the matter, having been briefed on 22nd May, 2015 and 27th January, 2017. He further deposed, that the purported Notice of withdrawal was never sanctioned or signed by him and was done without their consent or knowledge. That on 26th September, 2023, Amos Kaduna and Mbakesen Ayatse (2nd and 3rd Appellants) in the Supreme Court reiterated that they never sanctioned the filing of the Notice of Withdrawal of the Appeal.

He denied recruiting or going into alliance with the Tor Tiv (Prof. James Ayatse) to assist in any "unlawful or unholy alliance", neither did the Tor Tiv overrule the decision of the Court of Appeal nor was the 2nd Respondent "banished" by the Court of Appeal nor did he violate any Rule of Professional Conduct. That in accordance with the instructions in the letters dated 22nd May, 2015 and 27th January, 2017, he represented "some" of the Judgment Creditors in the Garnishee Proceedings in Suit No. FHC/ABJ/CS/321/2015 within the scope of his engagement and in the best interest of his clients.

That his letter for adjournment dated, 2nd May, 2019 in Suit No. FHC/ABJ/CS/321/2015, is predicated on the grounds that there was a pending appeal before the Supreme Court; the processes filed by the other parties which he needed to respond to, and the inquiry then being conducted by the Legal Practitioners Privileges Committee on the basis of a publication against his participation in the Garnishee Proceedings by the 2nd, 6th, 9th and 11th Judgment Creditors. He denied stalling the proceedings of the Legal Practitioners Privileges Committee or using the appeal before the Supreme Court to frustrate the Judgment Creditors or any counsel. That on 31st October, 2022, the Supreme Court adjourned the Suit to 22nd November, 2022 to enable the issue of the propriety of the Notice of withdrawal to be resolved by the Appellants. That he wrote to the Judgment Creditor seeking for confirmation on whether the notice of withdrawal was sanctioned by them and they replied on 3rd November, 2022 (Exhibit JK 7) stating they did not sanction the filing of the Notice of Withdrawal allegedly filed on their behalf. He denied goading or prompting Yunus U. Usman, SAN to file the application for the disbursement of the N8 billion compromised Judgment sum. That he was designated as a party in the application, and upon being served, he filed Exhibit 35 which is an affidavit of no objection to the depositions and proposal in the affidavit in the interest of justice, provided the Court verifies that the motion was authorized by all the Judgment Creditors. That none of the processes made available to him in the matter shows the Applicant as the lead counsel in any of the related matters. Moreover, the subsisting ruling of Ekwo J, recognized the 1st and 2nd Respondents as counsel to the Judgment Creditors. (So, what happens to the consent judgment of the Court of Appeal? was it overruled and overtaken by the ruling of Ekwo J?)

That contrary to paragraphs 68, 69, 70 and 85 of the Applicant, he filed a Notice of Withdrawal of representation (Exhibit 37) at the Supreme Court in Appeal No. SC/214/2017 "as a matters of principle" due to the controversy surrounding his "legal representation in the matter at that time".

That contrary to paragraphs 72 and 73 of the Applicant, he did not fraudulently prepare, sign or clandestinely file any Deed of Disbursement, rather, the Deed was forwarded to the Federal High Court by the Judgment Creditor's representative – Martins Ayoo Angwe and was endorsed by the First Class Chiefs as directed by that Court – see: the letter forwarding the said Deed (Exhibit 42).

In denying paragraphs 76, 77, 83, 84, 85, 86, 87 and 88, he stated that he had never and would never act unprofessionally, and he did not influence, prompt or instigate Hon. Justice Ekwo to deliver the Ruling of 19th August, 2019 as alleged.

In paragraph 42 he deposed:-

> Paragraphs 78 and 79 of the Applicant's affidavit are false as I have never made any unfair, toxic or professionally harmful comments about the Applicant to any one as alleged. I have never used money to hijack any brief or entice any client away from his or her lawyer as alleged.

In paragraphs 43, 44, 49, 50 and 51, he deposed that he was duly briefed and entitled to his fees as reflected in the ruling of Ekwo, J in the garnishee proceedings, that the Judgment Creditors had at various times disowned the letter of withdrawal before the Supreme Court, one of which is Andrew Juntu's Affidavit before the Legal Practitioners Privileges Committee particularly paragraphs 34, 35, 37 and 40 of Exhibit JK 8, as well as the (unsworn) Affidavit of the 13th Judgment Creditor filed on 22nd November, 2015 – (Exhibit JK 9) and that his involvement in the matter was at the behest of the parties pursuant to their clear instructions. That the interest of justice will better be served if the application is dismissed as same is made in bad faith in order to harass the 2nd Applicant.

In his Further Affidavit of Facts which was deposed to on 1st June, 2026, the 2nd Respondent denied each and every allegation of fact contained in the Further Affidavit And Better Affidavit of the Applicant, particularly paragraph 7 thereof where he alleged, that the 2nd Respondent received the sum of N800,000,000.00 as professional fees that was meant for him (the Applicant); that he was separately briefed by "some of the Judgment Creditors" to recover the Judgment debt in 2015, while Rhemalaw Partners or Hon Eze Nwa-Uwa was retained by the Judgment Creditors in 2017, as seen in Exhibit FB 3 of the Applicant.

That the Judgment Creditors briefed Hon. Eze Nwa Uwa, just like they briefed him and it is within their rights to do so.
That in 2023, as per the Order of the Federal High Court, Abuja, the Judgment Creditors approved his legal fees – Exhibit JK G, FA 1. That on May 30, 2025, the Judgment Creditors executed another Deed addressed to Hon. Eze Nwa-Uwa – Exhibits JKG FA2. That the sum of N800,000,000.00 was his legal fees approved and communicated to him by his clients. That he did not receive any instruction, retainer or authority from the Applicant or any of the Judgment Creditors on his behalf to collect any sum meant for him. That if the Applicant was briefed, he knows how to recover his legal fees and the allegation that he acted in conjunction with Hon Eze Nwa-Uwa is entirely false, scandalous and calculated to embarrass him.

Parties adopted their respective written addresses and replies on point of law on 1st July, 2026.

ADDRESSES OF COUNSEL:
In his final written address, the Applicant presented five issues for determination, whereas the 1st and 2nd Respondents each formulated a lone issue for determination. We have carefully considered the submission espoused by the respective learned counsel which requires no reproduction.

ISSUE FOR DETERMINATION:
In the determination of the application, we shall take the benefit of the respective submissions where necessary, having at the back of our minds, the settled principle of law that the address of counsel, no matter how eloquent or brilliant, cannot take the place of evidence. See

OLAGUNJU *Vs* ADESOYE (2009) LPELR 2555 (SC). Consequently, formulate the following lone issue for determination:

Whether having regard to the respective affidavit evidence before us, the Applicant has established any case of professional misconduct against the 1st and 2nd Respondents.

FINDINGS AND OBSERVATIONS/RESOLUTION OF ISSUES:

1) The 1st Respondent was briefed firstly by Dr. Alexander Gaadi to sue the Nigerian Army and 3 others over the destruction of his properties during the Zaki Biam military invasion, and was subsequently further briefed by the same Dr. Gaadi and 13 others to pursue similar claims against the same parties. Thus he filed Suit No. FHC/MKD/CS/41/2001 and FHC/MKD/CS/6/2002 before the Federal High Court. Both Suit were subsequently consolidated and tried together.
2) The Federal High Court gave judgment in the sum of N31.8 billion in respect of Suit No. FHC/MKD/CS/41/2001 in favour of Dr. A. Gaadi and the sum of N10 billion in Suit No. FHC/MKD/CS/6/2002 in favour of the 14 Plaintiffs/Judgment Creditors, both totaling N41.8 billion.
3) In 2008, after the delivery of the judgment in the consolidated Suit, the 12th Judgment Creditor approached and briefed the Applicant to represent himself and the 8th, 9th, 10th and 11th Judgment Creditors claiming that since the judgment they had been ostracized and abandoned by Dr. Gaadi and the 1st Respondent. The Applicant approached and informed the 1st Respondent about his being briefed and he totally rebuffed him. He then filed - Exhibits 3, 4, 5, 6 and 7 which are Notices of Change of Counsel to which he attached the respective affidavits of facts by his clients.

4) The Judgment Debtors being dissatisfied with the judgment, filed an appeal No. CA/E/410/2008 before the Court of Appeal, Enugu Division, seeking to have the judgments set aside on grounds of fraud by the 1st Judgment Creditor and double compensation.
5) The 1st Respondent was visibly unhappy with the change of counsel, a fact he admitted severally in his affidavit of defence, because, he had been the one prosecuting the case, had not been debriefed and his legal fees had not been settled by the Judgment Creditors. The law is firmly settled, that the best person to decide who represents him as counsel is the litigant – see ABIOLA Vs FRN (1996) LPELR 40 SC; NORTHEAST ATLANTIC OIL & GAS LTD & ORS Vs AMCON (2019) LPELR 48848 CA.
6) That even though the Applicant had filed a notice of change of counsel and some his clients are his blood relations when he appeared for his clients on 12th February, 2009 in Suit No. FHC/MKD/CS/09/2008, different persons stood up falsely presenting themselves as his clients (i.e. 8th, 9th, 10th, 11th and 12th) Plaintiffs/Judgment Creditors. The 1st Respondent incredibly claimed he did not know his clients as he was dealing with them through Dr. Gaadi.
7) That consequent upon the petition to NBA, Makurdi Branch and the setting up of the Prof. A. Imbwaseh Committee to investigate, the 1st Respondent ran to Senator G. Akume to intervene, who then directed S.T. Hon, SAN to resolve the issue, resulting in the Applicant writing a letter of withdrawal to the NBA Makurdi branch on 31st July, 2009 which the 1st Respondent personally collected from him and served on the NBA Makurdi branch and the 1st Respondent resolved to work together with the Applicant. See Exhibits 10th, 11th, 12th, 13th, 14th and 14th A.

8) That despite the resolution in 7 above, the 1st Respondent continued to try to block the Applicant from representing his clients but the Hon. Attorney General of the Federation recognized his representation based on available evidence and records, and in the meeting between himself, the Applicant and the 1st Respondent held on 21st May, 2013 he stated that the compromised judgment sum will not be disbursed unless the 1st Respondent resolves his differences with the Applicant.

9) In recognition of the Applicants representation of the 8th, 9th, 10th, 11th and 12th Judgment Creditors coupled with the resolve to work together, the Applicant, the 1st Respondent and S.T. Hon, SAN prepared a Terms of Settlement, which was subsequently the adopted by the Court of Appeal as Consent Judgment. They also opened a U.B.A. Plc Joint Account number 206293494 for the reception of the N8 billion compromised judgment sum. The details of the Joint Bank account were fully captured in the Terms of Settlement adopted as consent Judgment in appeal No. CA/410/2008 by the Court of Appeal.

Rule 27(1) and (4) of the Rules of Professional Conduct for Legal Practitioners, provides:-

27(1) A lawyer shall observe good faith and fairness on dealing with other lawyers.

Rule 27(4) Where a lawyer is aware, or ought reasonably to be aware, that a person is already represented in a particular matter, he shall not have any dealing with that person in respect of the same matter without giving prior notice to the other lawyer, and the lawyer accepting the instructions shall use his best endeavors to ensure that all fees due to the other lawyer in the matter were paid.

"The Judgement creditors are indigent having lost everything in the massacre and invasion legal fees were to be accessed from the judgement sum.

10) The 1st Respondent filed Suit No. FHC/LF/CS/2/2021 between JACOB GAADI Vs PETER ORNGU & ORS on 11th February, 2021 claiming N6.1 billion out of the N8 billion Judgment sum which he later withdrew and on 7th January, 2022, he filed Suit No. FHC/MKD/CS/2/2022 with the same parties, same subject matter/issues, and sensing danger upon the service of the Applicant's processes, he again withdrew/discontinued the Suit on 6th April, 2022. It is noted, that the Consent judgment did not distinguish how much was allocated to each of the two consolidated cases. As posited by the Applicant, the two subsequent Suit filed and withdrawn would have adversely affected what would be due to him and his clients and this exhibits lack of good faith on the part of the 1st Respondent.

11) In FHC/ABJ/CS/321/2015 (Exhibit 20) the 1st Respondent appeared with the Applicant for the Judgment Creditors/Applicants since they had resolved and were working together.

12) All the Judgment Creditors except Andrew Juntu agreed and were signatories to the letter dated 8th June, 2014, addressed to the Honourable Attorney General of the Federation where they affirmed that they consented to the negotiated sum N8 billion instead of the N41.8 billion in settlement of the Judgement debt and have consented to the money being paid into the UBA joint account opened by the trio of 1st Respondent, HON and the Applicant. – see annexure 'MM1" attached to Exhibit 26. The Applicant was therefore right when he said it was the 2nd

Respondent that later gave them the impression that he could recover the N41.8 billion.

13) The 2nd Respondent filed notice of change of counsel in Suit FHC/ABJ/CS/321/2015 and paraded Exhibit JK 2, dated 22nd May, 2015 as the authority conferred on him by the Judgment Creditors to take over, terminate or discontinue Suit No. FHC/ABJ/CS/321/2015; and to take steps to set aside the consent judgment. The instruction was on the letter headed paper of Benue Development Movement, a non-party to the proceedings and it was not signed by the 3th, 5th, 6th, and 7th Judgment Creditors, while the 8th Judgment Creditor, Zaka Kaduna Mazan was, long dead when the document was purportedly signed by him. No wonder the Court of Appeal held it was forged.

14) Although the 1st Respondent claims to be the only counsel in the case from inception till now and relied on Exhibits OPU 44 to OPU 49 and Exhibit 27, the assertion was not supported by evidence. The Applicant was actually briefed by the 8th, 9th, 10th, 11th and 12th Judgment Creditors. He filed Notices of Change of Counsel, after resisting the representation the 1st Respondent agreed to work together with the Applicant, as a team and he led him in Court based on their understanding. This must have culminated in his deposition at paragraph 52(d) of his affidavit of defence, where he said he informed the Applicant to attend the meeting with the Tor Tiv. Again, in paragraph 52(c), he averred that he had proposed the sum of N400,000,000.00 for the Applicant as his professional fees; had also advised the Applicant to send what he thinks is his entitlement and that he sent a message to the Tor Tiv to make some additions to the sum allotted in Exhibit OPU 36 for the Applicant.

15) Exhibit JK 5 is apparently instigated by the "golddiggers" and "charlatans" referred to in Exhibit 27. In the said Exhibit JK 5, Amos Kaduna, Mbakesan Ayatse and Anande Agashia did not authorize the 2nd Respondent to represent them. Why then did he make them parties (Appellants) in Exhibit JK 6. Why did he not join Terfa Akagbe and Jabi Adula who purportedly signed Exhibit JK 5 as Respondents in appeal No. SC/214/2017.

He (2nd Respondent) also filed motion No. CA/E/377M/2015 in Appeal No. CA/E/410/2008 on 8th February, 2016 on behalf of 2nd, 8th, 9th, 11th, 13th, and 14th against the 3rd, 4th, 5th, 6th, 7th, 10th and 12th Judgment Creditors and the four Judgment Debtors.

However, on 1st July, 2015, the 10th Judgment Creditor (Mbayemen Masewuan) deposed to an affidavit of Disclaimer to the effect that towards the end of May 2015, one Atondo Kaduna, went to the village and told her that her attention was needed in Abuja because their money was about to be paid; that when they got to Jato-Aka area, there was a vehicle waiting to convey them (i.e. Aper Kaduna (8th), Mbakesen Ayatse (9th) and Anande Agashia (11th); that, when they got to Abuja, they were taken to the 2nd Respondent's office and she did not see her lawyer Christ Alashe, (the Applicant). There Patrick Twar and Ayoo Angwe (officers of BDM) told her to forget about their lawyers, that the 2nd Respondent will collect the money from the Federal High Court on their behalf; that Tswar and the 2nd Respondent spoke in English after which Twar told her, that the 2nd Respondent told him to tell her "that he is a big and powerful lawyer in Nigeria; that the Federal Government knows him, that my lawyers do not have the knowledge and competence to collect the money". She further deposed in paragraphs 17 and 18.

"17. That Patrick Twar informed us in the presence of J.K. Gadzama, SAN that Chief J.K. Gadzama, SAN told him to tell me that if I do what he wants by leaving (debriefing) my lawyers, he (J.K. Gadzama, SAN) will be paying me the sum of N20,000.00 per month until the money (Judgment Debt) is paid."

"18. That Chief J.K. Gadzama, SAN gave Patrick Twar the sum of N15,000.00 and Patrick Twar handed over the money to me and a pamphlet, a copy of which is hereby attached as Exhibit "MM 21" and we left J.K. Gadzama's office".

The above clearly reveals a case of poaching and hijack of clients an act unbecoming of a legal practitioner. It is noted that the 2nd Respondent denied poaching and hijacking of client, but the surrounding circumstance proved otherwise.

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She further deposed in paragraphs 19 and 20:

"19. That it is not my intention to leave (debrief) my counsel, Messrs Oche P. Ulegede Esq, Sabastino Hon, SAN and Chris Alashi Esq. I therefore reiterate that Messrs Oche P. Ulegede Esq, Sebastine Hon, SAN and Christ Alashi Esq, remain my lawyers".

"20. That I was taken to Abuja and to Chief J.K. Gadzama's office by Patrick Twar and Ayoo Angwe by deceit; Chief J.K. Gadzama, SAN is not my lawyer in this matter and I do not have anything to do with him".

Similarly, in Exhibit 26A, the 12th Judgment Creditor (Azenda Igo) on 1st July, 2015 deposed to an affidavit of Disclaimer. He averred in paragraphs 4 and 11:

4. That at this junction, some time in 2008, the 8th, 9th, 10th, 11th Judgment Creditors herein and myself briefed Chris Alashi Esq to join Ocha P. Ulegede Esq. to handle the appeal".

That on 8th June, 2014, the Judgment Creditors met in the 1st Respondent's office and gave their counsel, O.P. Ulegede Esq. (1st Respondent) Sabastine Hon, SAN and Chris Alashi (Applicant) "the mandate to collect the settlement sum of N8 Billion from the Federal High Court on our behalf".

In paragraph 15, he deposed:-

"That I was thoroughly shocked when Chris Alashie Esq. informed me and showed me a copy of the certified true copy of MOTION No. FHC/ABJ/CS/444/2015 filed by one Chief J.K. Gadzama, SAN purportedly on my behalf as the 12th Judgment Creditor without my knowledge and consent.

In paragraphs 16, 17, 18, 19, 20, 21 and 22 he averred thus:-

16. That Oche P. Ulegede Esq one of our counsel showed me a letter addressed to him dated Tuesday, 16th June, 2015 written and signed by one Chief Joe-Kyari Gadzama, SAN, which stated that his office was instructed by the victims/Judgment Creditors, which includes myself the said letter is hereby attached and marked as Exhibit "AZ 6".

17. In view of the facts deposed to in paragraphs 15 and 16 above, I wish to categorically without mincing words, state that I, as the 12th judgment creditor never briefed nor instructed the office of Chief J.K. Gadzama, SAN to file any process and recover the sum of N41.8 Billion or any other amount of money on my behalf.

18. That I never briefed nor instructed the office of Chief J.K. Gadzama, SAN indirectly i.e. through anybody whosoever to file any Court process and recover the sum of N41.8 Billion

or any other sum of money arising out of the judgment delivered in my favour by the Federal High Court, Enugu nor the Court of Appeal, Enugu division.

19. That I, again reiterate that my counsel are Messrs Oche P. Ulegede Esq, Sabastine Hon, SAN and Chris Alashi Esq.

20. That clearly, Chief J.K. Gadzama, SAN is working in tandem with former Governor Gabriel Suswan to frustrate us, the judgment creditors from benefitting from the long awaited fruits of our judgment.

21. That Chief J.K. Gadzama's act of frustrating the judgment creditors is deliberate because of the following facts:

(i) I, did not instruct nor brief the office of Chief J.K. Gadzama, SAN directly nor indirectly i.e. through anybody to file this motion on my behalf.

(ii) If any of the judgment creditors had briefed the office of Chief J.K. Gadzama, SAN, Chief J.K. Gadzama, SAN would have been informed that, the Federal Government of Nigeria appealed against the judgment that awarded N41.8 Billion to the judgment creditors.

(iii) If any of the Judgment Creditors had briefed Chief J.K. Gadzama, SAN, he would have been informed that N8 Billion Full and Final Settlement out of Court sum was agreed upon as far back as the year 2010 and the Court of Appeal, Enugu Division on the 2nd February, 2015 entered a Consent Judgment of N8 Billion in favour of the Judgment Creditors, a period of more than three (3) months after which the office of Chief J.K. Gadzama, SAN filed this motion.

(iv) Chief J.K. Gadzama, SAN, deliberately failed to find out from the counsel that did the matter and obtained judgment at the Federal High Court, Enugu Division to know the status of the matter.

(v) Chjef J.K. Gadzama, SAN deliberately failed to find out from the Registry of the Federal High Court, Enugu Division whether an appeal was lodged against the judgment that awarded the sum of N41.8 Billion to the Judgment Creditors.

Another damning evidence against the 2nd Respondent is to be found in Exhibit CA 2. From 2015 when he desperately barged into the case of the Judgment Creditors, up to 31st January, 2019, some of them continued to resist and reject his representation. At the proceedings of the Court on 31st January, 2019 before Hon. Justice Ekwo the 2nd Respondent unashamedly told the Court:

> "It is wrong for Ulegede Esq. to announce appearance for all of them. The Court saw the drama this morning when some of the Judgment Creditors stood up and said I am not their lawyer.

22. That the intrusion of Chief J.K. Gadzama, SAN into this matter at this stage in the way and manner done is bone out of sinister motives i.e. fraud and in utter bad faith.

The 3rd Judgment Creditor, Anongo Unishigh in paragraph 2 (r) and (s) of his Disclaimer affidavit in (Exhibit 26 B) averred:

(r) I and the Judgment Creditors who were made to sign our signatures on documents presented to us at the office of J.K. Gadzama, SAN on the 10th June, 2015 and 22nd June, 2015 by this affidavit now renounce the signatures for all purposes.

(s) By this affidavit and letters we are asking J.K.Gadzama, SAN and all those he uses to stay off this case and withdraw the application which they filed in this Court on 19th May, 2015 as the Judgment Creditors have nothing to do with the same. See also Exhibits 29 and 33.

23. It is worthy to note, that in paragraph 24 of his affidavit disclosing defence, the 2nd Respondent, deposed, that by a letter of instruction dated 22nd May, 2015, he was briefed by the 2nd, 3rd, 4th, 5th, 6th, 7th, 11th, 13th and 14th Judgment Creditors. However, the 3rd, 5th, 6th, and 7th Judgment Creditors did not sign Exhibit JK 2 which he is relying on, while Zaki Kaduna Zaman listed in the said Exhibit as the 7th Judgment Creditor and who was purported to have signed died on 11th September, 2010 (five years earlier). In addition, in the notice of change of counsel dated 22nd May, 2015 in Suit FHC/ABJ/CS/321/2015 designated as Exhibit JK 1, the 2nd Respondent lied that he had instructions from all the Judgment Creditors and if he had any legitimate authority, he acted beyond his purported representation mandate. It reads:

> TAKE NOTICE that the 1st to 14th Respondents/Judgment Creditors/Applicants doth hereby change their counsel on record from the law firm of Oche P. Ulegede and Co....... to the law firm of J.K. Gadzama LLP......"

24 Another interesting issue is from the Affidavit of Andrew Juntu deposed to on 8th February, 2016, attached to motion CA/E/377M/2015 attached to Exhibit JK 3, at paragraphs 15, and 16, the 1st Respondent was said to be debriefed and the 2nd Respondent briefed on 22nd May, 2015, however, the affidavit of disclaimers were deposed to on 1st July, 2015 and 29th July, 2015 by the 10th, 12th and 4th Judgment Creditors respectively, denying the briefing of 22nd May, 2015. Besides, we have methodically compared the signatures of Andrew Juntu attached as Exhibit JK 8

filed before the LPPC Exhibit JK 3 in support of the motion to set aside the consent judgment and find them identical with his signatures on Exhibit CA 4 (which also carried his photograph) Exhibit 29, (the notice of Withdrawal of appeal at the Supreme Court). We believe, this is not a mere coincidence.

The signature of Andrew Juntu in the "Terms of Disbursement between Principal Victims of the unlawful Army Invasion and killing of lives and properties at Zaki-Biam community. And Princess Monica Ottah, attached to Exhibit 34 is irregular. Similarly, the signature of Andrew Juntu on Exhibit JK 7 is also not regular with the others. Perhaps the 2nd Respondent has some explanations to offer why the signatures of Andrew Juntu in Exhibits JK 3, JK 6 and JK 8 e.t.c. did not correspond with that in JK 7. Again, Andrew Juntu appears to be working in concert with BDM, Mathew Ayoo Angwe and Patrick Twar of the BDM who are not parties to the Suit. While certain "additional bundle of documents" severally referred to in Exhibit JK 8, did not exist or were never filed.

The aforesaid depositions by the 4th, 10th and 12th Judgment Creditors are to say the least, damning and despicable. No Counsel must be seen poaching, hijacking/enticising or wrestling briefs from another counsel. We have traversed the processes and find overwhelming documentary evidence establishing the allegation of poaching and hijacking of client against the 2nd Respondent, his paragraphs 42 and 49 of the Affidavit of Defence, notwithstanding. Instead of filing counter affidavits to the disclaimer before the trial Court in Suit No. FHC/ABJ/CS/444/2015, he selected eight (8) Judgment Creditors and proceeded to the Court of Appeal, Enugu Division to file motion No. CA/E/377M/2015, to have set aside, the N8 billion Consent Judgment.

25. The conduct of the 2nd Respondent amounts to professional misconduct contrary to Rules 1 and 27(1) and 29(I) (b) of the Rules of Professional Conduct for Legal Practitioners 2023 which provides:-

Rule 1: A lawyer shall uphold and observe the rule of law, promote and foster the course of justice, maintain a high standard of professional conduct, and shall not engage in any conduct which is unbecoming of a legal practitioner.

Rule 27(1) A lawyer shall observe good faith and fairness in dealing with other lawyers.

Rules 29 (1) Where a client changes his lawyer on a pending matter, the new lawyer shall:

(b) use his best endeavours to ensure that the former lawyer is paid his earned fees.

26. Rule 11 (i) of the LPDC Rules provides:-

(i) In any proceedings before the Committee which relate to the decision of another Court or tribunal, the following rules shall apply if the Committee is satisfied that the decision relates to a relevant party to the Originating Application.

(4) The judgment of any civil Court in any jurisdiction may be proved by producing a certified copy or acceptable evidence of the judgment or a satisfactory translation thereof of the judgment which shall be conclusive proof of the facts on which the judgment is made".

27. The Applicant has exhibited Exhibit 27 which is the judgment of the Court of Appeal. Also reported as ORNGU & ORS Vs GAADI & ORS (2016) LPELR 42083 CA. Where the conduct of the 2nd

Respondent was deprecated by the Court, and Exhibit JK 2 declared a forged document since Zaki Kaduna Mazan whose signature appeared on it died on 11th September, 2010 and sought to have signed same from the grave on 22nd May, 2015. See Exhibit CA 3, the affidavit disclosing his demise which was deposed to by his son Aper Kaduna who was succeeded by Amos Kaduna.

In IFEOGU Vs LPDC (2009) LPELR 1559 SC the Court defined misconduct as "any conduct that constitutes an infraction of acceptable standard of behavior or ethics of the legal profession, any conduct which constitutes conduct despicable and morally reprehensible as to bring the legal profession into disrepute if condoned or unpunished, will amount to misconduct" per C.M. CHUKWUMMA-EMEH, JSC.

In addition, we cannot pretend to be oblivious of the contents of Exhibit 27 where, the Court of Appeal in its Ruling on motion No. 377M/2015 in appeal number CA/E/410/2008 filed by the 2nd Respondent which sought to have the consent judgment set aside held in unequivocal terms at pages 48 – 49, lines 9 – 2 thus:-

> "Exhibit C to the Joint Affidavit of Disclaimer and OP 15 of the Counter Affidavit of the Judgment Creditor/Respondent have put paid to all the argument of Senior Counsel for the Applicants (2nd Respondent herein) as rightly submitted by the Learned Counsel to the Judgment Creditors/Respondents.
>
> I agree totally with the Learned Counsel for the Respondent/Judgment Creditors' submission on the 'despicable role' played by J.K. Gadzama, SAN who some of us regard and should be seen as a role model. He has wittingly or unwittingly been goaded by unscrupulous gold diggers who are wont to exploit the unfortunate plights of the Judgment Creditors who were the actual

victims of soldier's invasion since 2001 have found themselves resulting in some of them being maimed for life apart from the destruction of their property and loss of dear ones."

At page 52, lines 16 – 21, page 53 lines 1 – 4, the Court further held:

It was rather the Learned Senior Counsel (2nd Respondent herein) for the Applicant who in spite of warnings and disclaimers by the Judgment Creditors, proceeded in a manner smacking of patent breach of Ruless 27(4) and 29(1) of the Rules of Professional Conduct for Legal Practitioners, hijacked a case which from inception had been commenced and completed up to Appeal and execution and without Notice to Ocha P. Ulegede Esq. (1st Respondent herein) of counsel for the Judgment Creditor/Respondent proceeded to file Garnishee proceedings on the promptings of Charlatans and indeed this Application which to my mind is brought in utmost bad faith.'

28. It is also noted, that while the garnishee proceeding No. FHC/ABJ/CS/321/2015 filed on 9th April, 2015 was pending in respect of the N8 billion Judgment Sum, the 2nd Respondent without being properly briefed by the Judgment Creditors proceeded to file Suit No. FHC/ABJ/CS/444/2015 seeking to recover the sum of N41.8 billion from the Judgment Debtors.

Similarly on 14th February, 2017 the 2nd Respondent filed a Notice of Appeal against the decision of the Court of Appeal – Exhibit 27. The appeal was given No. SC/214/2017 – Exhibit 28. On 19th December, 2017 the Judgment Creditors/Appellants on whose behalf the appeal was purportedly filed, withdrew appeal by themselves. In Exhibit 29, the Notice of Withdrawal they stated as follows:

1) We are not aggrieved with the decision of the Court of Appeal, Enugu in motion No. CA/E/377M/2015 delivered on 23rd December, 2016.
2) This appeal was filed without our authority.
3) We are not interested in this appeal.
4) We have asked J.K. Gadzama LLP to withdraw the appeal but he has refused to do so.
5) We have asked our counsel to withdraw the appeal where J.K. Gadzama LLP who filed the appeal without our authority fails which has been done and served on J.K. Gadzama LLP but he still file more processes and served on our Counsel.
6) We are compelled to withdraw the appeal ourselves and we hereby withdraw the entire appeal".

Exhibit 29 was signed by all the Appellants on whose behalf the appeal was filed, that is Peter Orngu, Amos Kaduna (son of Zaki Kaduna Mazan), Mbakesen Ayatse, Anande Agashia, Elizabeth Aoghakaa and Andrew Junta (14th Judgment Creditors).

29. The 2nd Respondent persisted, inspite of Exhibit 29, which was served on him on 10th January, 2018, and on 6th June, 2019, he filed an application seeking to amend the Notice of Appeal by moving the names of three (3) of the Applicant's clients to the other side as Respondents – see Exhibit 30. Earlier on 27th January, 2017, the authority to recover the Full Judgment Sum in the consolidated Suit was to have emanated vide Exhibit JK 5 which is also on the letter head of Benue Development Movement a non party to the proceedings. It was shown to be given to the 2nd Respondent by

only six of the judgment creditors with one Davien Aondongu Gaadi representing Dr. A. Gaadi family (they are Andrew Juntu, Davien Aondongu Gaadi; Elizabeth Aonghoka, Peter Orngu, Terfa Akaagba and Jabi Adula).

From Exhibit JK 5, Amos Kaduna, Mbakesen Ayatse, Anande Agashia did not authorize the 2nd Respondent to represent them. Why then did he file Exhibit JK 6 making them Appellants and why did he omit to feature the names of Terfa Akhagba and Jabi Adula who signed Exhibit JK 5 as Respondents in the appeal SC/214/2017?

30 We have taken note of Exhibit JK 8 made by Andrew Juntu (the 6th Judgment Creditor) in defence of the 2nd Respondent in the proceedings pending before the Legal Practitioner Privileges Committee stating that he was lured to sign – Exhibit A7, we take it for what it is worth in view of all that has been said.

On Exhibit JK 9 titled: "13th Judgment Creditors Counter Affidavit to Joint Affidavit of Disclaimer Filed on 17th October, 2018" though purported to have been made by Elizabeth Aonghakaa, it was not sworn to by her. It is therefore a worthless document.

31 From Exhibit FB 3 of the Debt Management Office, addressed to Chatham Partners, the 1st and 2nd Respondents met with Hon. Eze Nwa Uwa and agreed on the disbursement schedule excluding the Applicant. Paragraph 4 reads:

> You may wish to further note that Rhemalaw Partners in a letter dated June 30, 2025 confirmed to the Debt Management Office that all counsels including J.K. Gadzama, Oche Ulegede met and agreed on the disbursement schedule.

Why was the Applicant not called to the meeting and why was his name not captured in the Disbursement Schedule, knowing fully well that he was a counsel in the matter?

After all, the Applicant as one of the counsels that appeared alongside the 1st Respondent in Exhibit 22 (Application for leave to appeal the decision in FHC/ABJ/CS/321/2015 delivered on 19th August, 2019) based on their earlier agreement to work together. In Exhibit 23 (The List of Victims and Stakeholders to Benefit From Zaki-Biam Crises Compensation) prepared by the Tiv Area Traditional Council Gboko, the Applicant was to receive N168,000,000.00. That list was prepared pursuant to Hon. Justice Ekwo's ruling. In Exhibit 24 A, which the 1st Respondent signed, the Applicant was to receive N300,000,000.00. So why was he not invited to the meeting with Hon. Uwa Uwa?

32. It is sad to discover that the issue of lack of authority of the 2nd Respondent to represent all the Judgment Creditors was still an issue, before the Hon. Justice Ekwo (FHC/CS/321/2015), long after the Court of Appeal had decided on the issue of appearance between the 1st and 2nd Respondents. The records showed that while the 1st Respondent alongside the Applicant appeared for the Judgment Creditors, the 2nd Respondent with his team appeared for the 2nd, 3rd, 4th, 5th, 6th, 7th, 11th, 13th and 14th.

33. If the 2nd Respondent was briefed by all the Judgment Creditors, why would the 2nd, 6th, 9th and 11th Judgment Creditors write a petition against him before the Legal Practitioners Privileges Committee for his participation in Suit No. FHC/ABJ/CS/321/2015?

34 From Exhibits OPU 44 – 49, the Judgment Creditors disclaimed the 2nd Respondent as their counsel.

35 It does not lie in the mouth of the 2nd Respondent to state Hon. Justice Agube, JCA did not see the notice of change of counsel, hence, his adverse comments about his conduct. What did the 2nd Respondent do, when representation was made the issue before that Court? The truth is that the Benue Development Movement was not a party to the proceedings leading to the Consent Judgment, they therefore lack the capacity to be the channel of engagement briefing or debriefing.

36 On whether the 2nd Respondent exerted undue influence on Ekwo J, we make bold to state that we have hierarchy of Courts and the lower Courts are bound by the doctrine of stare decisis to follow decisions of superior Courts; It is therefore strange that Ekwo J of the Federal High Court, in granting the Garnishee Order Absolute, jettisoned the clear pronouncement of the Court of Appeal where it ordered that the Judgment Sum be paid into the U.B.A joint account agreed upon in the Terms of Settlement. It is even more strange and worrisome that the 2nd Respondent who happens to be a Senior Advocate of Nigeria will state that the ruling of Ekwo J is the subsisting ruling on the disbursement issue. God forbid that we see the day when the decisions of lower Courts will take precedence over those of the superior Courts in this Country – See NWIDA & ORS Vs OBELLE & ORS (2021) LPELR 55953 (CA). We cannot however conclude, that the 2nd Respondent exerted undue influence on the Judge.

37 We are satisfied from the Exhibit 26, paragraphs 12, 13, 14 15, 16, 17 and 18 that the 2nd Respondent is guilty of denigrating the Applicant's standing and poaching his clients by enticing them with money and gradually winning some of them over and those that still rejected him, he made Respondents – See Exhibit 30.

38 Clause 'C' of Exhibit 32 also revealed that the 2nd Respondent was imposed on the judgment creditors by the Tor Tiv. But, the law is sacrosanct, that a litigant is free to engage a counsel of his choice – OLAOLUWA Vs EKEDAYEN (2025) LPELR 81764 CA.

Finally, we note that the second prayer of the Applicant is for the payment of his professional fees. We are unable to consider this or even comment on it because this is far beyond the jurisdiction of this Committee. The Applicant can make recourse to the regular Courts for issues bordering on his professional fees.

CONCLUSION

We, the members of the Legal Practitioners Disciplinary Committee find **OCHA P. ULEGEDE**, a lawyer called to the Bar with enrolment No. 006093 liable of misconduct contrary to Rule 1 of the Rules of Professional Conduct for Legal Practitioners 2023, punishable under Section 12 of the Legal Practitioners Act Cap L 11 LFN 2004 (as amended).

We are satisfied that the proper Order to make is to DIRECT in the circumstances that **OCHA P. ULEGEDE** be and is hereby suspended from the Roll of Legal Practitioners and from engaging practicing law for a period of two (2) years from the date of this DIRECTION.

We the members of the Legal Practitioners Disciplinary Committee also find **JOE-KYARI GADZAMA, SAN**, a lawyer, called to the Bar with enrolment No. 007748 liable of misconduct contrary to Rules 1, 27 (1) and 29(1) (b) of the Rules of Professional Conduct for Legal Practitioners, 2023 punishable under Section 12 of the Legal Professional Act Cap L 11 LFN 2004 (as amended).

We are satisfied that the proper Order to make in the circumstance is to DIRECT **JOE-KYARI GADZAMA, SAN** be and is hereby suspended from the Roll of Legal Practitioners and from engaging in the business of practicing law for a period of three (3) years from the date of this Direction.

The Chief Registrar of the Supreme Court is hereby DIRECTED to effect the above Order and to make notation of this DIRECTION against the name of the two (2) Respondents i.e. **OCHA P. ULEGEDE** and **JOE-KYARI GADZAMA, SAN** on the Roll of Legal Practitioners. This ORDER shall forthwith be brought to the attention of the Chief Registrar of the Supreme Court. We further ORDER that NOTICE of this DIRECTION be immediately given and brought to the attention of the Respondents, the presence of the Respondents at the proceedings of this Committee where this DIRECTION is read shall be deemed to be sufficient personal service, by publication in any edition of the PUNCH Newspaper and also by publication in the Federal Gazette as required by law. Copies of this DIRECTION must be served on the President of the NBA, who shall take steps to notify the General Council of the Bar, the National Executive Committee of the NBA, and other organs of the NBA. We also DIRECT that the entire judgment encompassing this DIRECTION shall be brought to the attention of their Lordships, the Chief Justice of Nigeria, the President of the Court of Appeal, President of the National Industrial Court, the Honorable Chief Judge of the High Court of FCT, the Federal High Court and the High Courts of all other States of the Federation, the Grand Kadis and Presidents of the Customary Courts of Appeal of all States of the Federation and the FCT, the Sharia and Customary Courts of all the States of the Federation and heads of all other Courts wherein a legal practitioner is entitled to audience by virtue of his office as Legal Practitioner in Nigeria, the Attorney General of the Federation and the entire Attorneys General of the remaining 36 States of the Federation. The order shall also be served on the Inspector General of Police, Commissioners of Police in the other States of the Federation. This shall be the DIRECTION of the Committee.

Dated at ABUJA this 29th Day of July, 2026.

SIGNED:

1. MR. UMEH KALU, SAN - PRESIDING MEMBER ....

2. HON. JUSTICE HALIMA I. ABDULMALIK, CJ, NIGER- MEMBER............

3. HON. JUSTICE HALIMA S. MOHAMMED, CJ, GOMBE- MEMBER............

4. DR. GARBA USMAN TETENGI, SAN, mni - MEMBER............

5. MR. SOLOMON UMOH, SAN - MEMBER............

Appearances:

Applicant appears in person

O.D. Obande, Esq with O-D. Ulegede, Esq and S.A. Odiba, Esq for the 1st Respondent

Madu Joe Kyari-Gadzama, Esq and Ekenne Clinton, Esq for the 2nd Respondent

LEGAL PRACTITIONERS DISCIPLINARY COMMITTEE
CERTIFIED TRUE COPY
30 JUL 2026
Registrar ZIBAI B. KATUNG
Sign............................