

PUBLIC NOTICE

REJOINDER TO THE FALSE AND MISLEADING PUBLICATIONS BY ONE ‘KUNLE OGUNBA SAN IN THISDAY NEWSPAPERS OF AUGUST 6, 2025

The attention of KEPCO Energy Resource Nigeria Limited, NG Power-HPS Limited and New Electricity Distribution Company Limited (“the Power Entities”), has been drawn to false and misleading advertorials in This Day Newspapers of August 6, 2025 alleging the appointment of one ‘Kunle Ogunba Esq. SAN as Receiver/Manager by FBNQuest Trustees Limited (acting for a syndicate of Lenders) over the assets and undertakings of the Power Entities and the alleged approval of the court of the purported appointment.

The said publications are not only a gross misrepresentation of facts, but a desperate attempt at self-help and subversion of the course of justice. While we are not in the least surprised by the desperation exhibited in the said publications which are characterized by utter disregard for the judicial process, one would have expected some measures of restraint and respect for the court and its processes, by a Senior Advocate of Nigeria, who had taken the oath to so do, in the discharge of his duties.

This notwithstanding, as responsible corporate citizens, we consider it necessary to set the records straight for the benefit of the general public and unsuspecting readers, while stating that none of our operating companies (i.e. Egbin Power Plc, Ikeja Electric Plc and First Independent Power Co. Ltd) is in receivership or being managed by or under the control of any external party whatsoever.

For the records, the Power Entities had on 23rd June, 2025, commenced actions, challenging the decision of the syndicate of lenders to renege from the 2019 agreements duly executed by parties. Alongside the said action, the Power Entities also sought and obtained interim orders of injunction, restraining the syndicate of lenders from taking any step towards enforcement of the facilities.

The court granted the interim orders on 24th and 27th June, 2025, respectively and the syndicate of lenders, as well as their agent and trustee were duly served with the orders. Upon the service, they engaged one ‘Kunle Ogunba, SAN, who filed processes seeking amongst others, the setting aside of the restraining orders, on account of his purported appointment as Receiver/Manager. The said Kunle Ogunba, SAN personally appeared in court on 22nd July, 2025 to argue his applications seeking the discharge of the restraining interim orders and dismissal of the suits.

At the proceedings of 5th August, 2025, Honourable Justice Akintayo Aluko of the Federal High Court dismissed ‘Kunle Ogunba’s application to set aside the interim orders of injunction and further proceeded in its Rulings to make long terms orders of interlocutory injunction, restraining the Lenders and their purported Receiver/Manager from:

- i. Calling or accelerating the facility granted by the Lenders to the Power Entities which has not matured.
- ii. Interfering and/or continuing to interfere, or taking steps to interfere with the assets, businesses and undertakings of the Power Entities in any manner whatsoever; or taking any adverse steps under any guise, whether by way of suspension of the business and operational accounts of the Power Entities and its shareholders domiciled with the Defendants or in any manner whatsoever.

- iii. Enforcing or taking any steps to enforce any share security granted over the assets of the Power Entities or their sponsors based on the disputed debt claimed by the Lenders which the Power Entities vehemently dispute.
- iv. Unilaterally enforcing or taking steps to enforce or taking action under or doing any act pursuant to any security document or other finance documents in connection with the disputed debts.

‘Kunle Ogunba, SAN was also personally restrained from taking any step capable of dissipating the subject matter of the action, pending the hearing and determination of the suit.

We urge the general public and our stakeholders to ignore the aforementioned advertorials and unfolding press releases in their entirety. The matters in dispute amongst the Parties are currently subject of litigation in various suits where the Lenders have submitted to the jurisdiction of the Courts.

For clarity, we have decided to publish the exparte orders of 24th and 27th June, 2025 and the interlocutory orders of 5th August, 2025. The options legitimately available to parties that have failed in applications made to the court and against whom orders have been made are to comply with the orders and express any disaffection by way of an appeal. Certainly, such options do not include sponsorship of misleading publications, especially one, personally signed by the holder the revered rank of Senior Advocate of Nigeria, who should be in the forefront of advocating respect for the judicial process and adherence to orders made by the court. For the avoidance of doubt, at pages 35 and 40 of the Ruling of the Honourable Justice Aluko delivered on 5th August, 2025, in respect of the Defendant’s applications to discharge the exparte orders and the Motions for interlocutory injunction, the court held thus:

“In order to further preserve the res in the litigation, there is no justification to disturb the said order, rather, the peculiar circumstance and situation in this case call for an extension of the order by way of granting the Plaintiff’s Motion for Interlocutory Injunction.”

“...in as much the issue as to whether the facility has matured to necessitate the appointment of a receiver/manager is pending before this court as a subject matter, it is better for the receiver/manager whose appointment is still a subject of litigation not to engage in any act that is capable of destroying the res in this case.

More justice will result in asking him not to act pursuant to his appointment than to allow him to so act, which is capable of destroying the res in litigation in this case.”

We remain committed to the growth and development of the Nigerian Power Sector as foremost stakeholders and responsible operators, driving the transformation of power supply across the Nation.

SIGNED

KEPCO Energy Resource Nigeria Limited
NG Power-HPS Limited
New Electricity Distribution Company Limited

PUBLIC NOTICE

IN THE FEDERAL HIGH COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS, NIGERIA
ON TUESDAY THE 24TH DAY OF JUNE 2025
BEFORE THE HONOURABLE
JUSTICE A. ALUKO
JUDGE
SUIT NO: FHC/L/CS/1242/2025

BETWEEN

ICEPCO ENERGY RESOURCES NIG LTD - PLAINTIFF/APPLICANT

AND

1. ECOBANK NIGERIA LIMITED
2. ACCESS BANK PLC
3. FIRST CITY MONUMENT BANK LIMITED
4. FIDELITY BANK PLC
5. STERLING BANK PLC
6. UNITED BANK FOR AFRICA PLC
7. UNION BANK OF NIGERIA PLC
8. ZENITH BANK PLC
9. FBNQUEST MERCHANT BANK LIMITED
10. FBNQUEST TRUSTEES LIMITED

DEPENDANTS/RESPONDENTS

ENROLMENT OF ORDER

UPON THIS MOTION EX PARTE dated the 23rd day of June, 2025 coming before this Honourable Court the 24th day of June, 2025, praying the court for the following reliefs:

1. AN Order of Interim Injunction restraining the Defendants/Respondents (pending the hearing and determination of the Motion on Notice for interlocutory injunction in this suit), whether by themselves, their servants, agent (s), contractors,

privies, and/or representatives, independent contractors, appointees, or any person howsoever called acting for them, from interfering with the res of this suit (and/or) altering the status quo) in any way or manner whatsoever including:

- (a) Calling or accelerating the facility granted by the Defendants to the Plaintiff.

(b) Appointing a Receiver or a Receiver/Manager or Manager of or over the undertakings or affairs of the Plaintiff or any security provider under the Security Documents (as defined in the Second Amended and Restated Facility Agreement).

(c) Enforcing or taking steps to enforce any share security or any other security granted over the assets of the Plaintiff or its sponsors based on the debt claimed by the Defendants which the Plaintiff vehemently disputes arising from the facility.

(d) Taking any step or continuing to take any further step towards the enforcement of any facility between the Plaintiff/Applicant and the Defendants/Respondents.

2. Such further Order or other orders as this Honourable Court may deem fit to make in the circumstances of this application.

AND UPON READING the affidavit in support of the Motion Ex parte sworn to by Mrs. Bimmi Olujoju, Female, Nigerian of 14, Colorado Close, Minister's Hill Maitama, Abuja.

AND THE COURT having heard Bode Olanipekun, SAN, with Adeola Akingemi Esq., for the Plaintiff/Applicant who moved in terms praying it to grant the relief sought as endorsed on the motion paper.

AND THE COURT having delivered its ruling in the open Court, its conclusions and reasoning are as contained in the body of the Ruling.

IT IS HEREBY ORDERED AS FOLLOWS:

1. That an Order of Interim Injunction restraining the Defendants/Respondents (pending the hearing and determination of the Motion on Notice for interlocutory injunction in this suit), whether by themselves, their servants, agent (s), contractors, privies, and/or representatives, independent contractors, appointees, or any person howsoever called acting for them, from interfering with the res of this suit (and/or) altering the status quo) in any way or manner whatsoever including:
- (a) Calling or accelerating the facility granted by the Defendants to the Plaintiff.

(b) Appointing a Receiver or a Receiver/Manager or Manager of or over the undertakings or affairs of the Plaintiff or any security provider under the Security Documents (as defined in the Second Amended and Restated Facility Agreement).

(c) Enforcing or taking steps to enforce any share security or any other security granted over the assets of the Plaintiff or its sponsors based on the debt claimed by the Defendants which the Plaintiff

vehemently disputes arising from the facility.

- (d) Taking any step or continuing to take any further step towards the enforcement of any facility between the Plaintiff/Applicant and the Defendants/Respondents

is hereby granted.

2. That the Plaintiff shall file a formal undertaking as to damages. This order and the motion on notice shall be contemporaneously served on the Defendants.
3. That case is adjourned to the 9th of July, 2025 for Motion on Notice.

ISSUED AT LAGOS under the Seal of the Court and the hand of the Presiding Judge this 24th day of June 2025.

H.Y. MBAYA
REGISTRAR.

HON. JUSTICE ARINTAYO ALUKO
PRESIDING JUDGE.

25/6/25
M. M. OMOGBAYI (N/A)
CERTIFIED TRUE COPY
CHIEF ADMINISTRATIVE OFFICER
FEDERAL HIGH COURT, NIGERIA, LAGOS

Cash
Pls. collect the sum of
N120,000 from CO
M.M. OMOGBAYI
C.A.O.
25/6/25

25/6/25
M. M. OMOGBAYI (N/A)
CERTIFIED TRUE COPY
CHIEF ADMINISTRATIVE OFFICER
FEDERAL HIGH COURT, NIGERIA, LAGOS



3112-7634-5121

25/6/25
M. M. OMOGBAYI (N/A)
CERTIFIED TRUE COPY
CHIEF ADMINISTRATIVE OFFICER
FEDERAL HIGH COURT, NIGERIA, LAGOS

PUBLIC NOTICE

**IN THE FEDERAL HIGH COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS,
ON FRIDAY THE 27TH DAY OF JUNE 2025
BEFORE HIS LORDSHIP THE HONOURABLE
JUDGE AMINTAYO ALUGO
JUDGE
SUITE NO. FHC/L/CS/1245/25**

BETWEEN
NEW ELECTRICITY DISTRIBUTION
COMPANY LIMITED — PLAINTIFF/APPLICANT

AND
1. BOGBANK LIMITED
2. FIRST CITY MONUMENT BANK LIMITED
3. FIDELITY BANK PLC
4. KEYSTONE BANK LIMITED
5. STERLING BANK PLC
6. UNITED BANK FOR AFRICA PLC
7. ZENITH BANK PLC
8. FIRSTQUEST MERCHANT BANK LIMITED
9. FIRSTQUEST TRUSTEES LIMITED — DEFENDANTS/
RESPONDENTS

ENROLMENT OF ORDER
UPON THIS MOTION EX-AMITE dated the
23rd day of June, 2025 coming before the
Honourable Court this 27th day of June, 2025
praying the Court for the following relief:

1. **AN ORDER OF INTERIM INJUNCTION**
restraining the Defendants/Respondents
(pending the hearing and determination of the
Motion on Notice for Interlocutory
Injunction in this suit), whether by
themselves, their servants, agents(s),
contractors, privies, and/or representatives,
independent contractors, appointees, or any
person howsoever called acting for them,
from interfering with the res of this suit
(and/or altering the status quo) in any way
or manner whatsoever, including:

CERTIFIED TRUE COPY
DATE: 23/6/25
BY: OKORO C. N (MRS)
REGISTRAR, LAGOS JUDICIAL DIVISION
FHC/L/CS/1245/25

CERTIFIED TRUE COPY
DATE: 23/6/25
BY: OKORO C. N (MRS)
REGISTRAR, LAGOS JUDICIAL DIVISION
FHC/L/CS/1245/25

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DATE: 23/6/25
BY: OKORO C. N (MRS)
REGISTRAR, LAGOS JUDICIAL DIVISION
FHC/L/CS/1245/25

(a) Calling or accelerating the facility
granted by the Defendants to the
Plaintiff.
(b) Appointing a receiver or a
receiver/manager or manager of or over
the undertakings or affairs of the
Plaintiff or any security provider
under the Security Documents (as
defined in the Amended and Restated
Facility Agreement).
(c) Refusing or taking steps to enforce
any share security or any other
security granted over the assets of the
Plaintiff or its sponsors based on the
debt claimed by the Defendants which
the Plaintiff vehemently disputes
arising from the facility.
(d) Taking any step or continuing to take
any further step towards the
enforcement of any facility between
the Plaintiff/Applicant and the
Defendants/Respondents.

2. **SUCH FURTHER ORDER** or other
orders as this Honourable Court may

deem fit to make in the circumstances
of this application.

AND UPON READING the affidavit in
support of the motion paper sworn to by
Mrs. Muzari Okoroja, female, Nigerian of
14, Colorado Close, Ministries Hill, Mainland,
Lagos.

AND THE COURT having heard Bode
Olanipekun, SAN leading Opeyemi
Adeboye, Esq., Akintola Makinde, Esq., and
Adedola Akinyemi, Esq., for the Applicant
who moved in terms praying it to grant the
reliefs sought as endorsed on the motion
paper.

AND THE COURT having delivered its
ruling in the open court, its conclusions and
reasoning are as contained in the body of
the ruling.

AND UPON READING the affidavit in
support of the motion paper sworn to by
Mrs. Muzari Okoroja, female, Nigerian of
14, Colorado Close, Ministries Hill, Mainland,
Lagos.

AND THE COURT having heard Bode
Olanipekun, SAN with Opeyemi Adeboye,
Esq., Akintola Makinde, Esq., and Adedola
Akinyemi, Esq., for the Plaintiff/Applicant
who moved in terms praying it to grant the

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DATE: 23/6/25
BY: OKORO C. N (MRS)
REGISTRAR, LAGOS JUDICIAL DIVISION
FHC/L/CS/1245/25

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REGISTRAR, LAGOS JUDICIAL DIVISION
FHC/L/CS/1245/25

CERTIFIED TRUE COPY
DATE: 23/6/25
BY: OKORO C. N (MRS)
REGISTRAR, LAGOS JUDICIAL DIVISION
FHC/L/CS/1245/25

**HON. JUSTICE AMINTAYO ALUGO
PRESIDING JUDGE.**

CERTIFIED TRUE COPY
DATE: 23/6/25
BY: OKORO C. N (MRS)
REGISTRAR, LAGOS JUDICIAL DIVISION
FHC/L/CS/1245/25

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BY: OKORO C. N (MRS)
REGISTRAR, LAGOS JUDICIAL DIVISION
FHC/L/CS/1245/25

**HON. JUSTICE AMINTAYO ALUGO
PRESIDING JUDGE.**

**Pls collect
at 150 FCT
on 23/6/25**

reliefs sought as endorsed on the motion
paper.

AND THE COURT having delivered its
ruling in the open court, its conclusions and
reasoning are as contained in the body of
the ruling.

IT IS HEREBY ORDERED AS FOLLOWS:

1. That an interim injunction restraining the
Defendants/Respondents (pending the
hearing and determination of the Motion on
Notice for Interlocutory Injunction in this
suit), whether by themselves, their servants,
agent(s), contractors, privies, and/or
representatives, independent contractors,
appointees, or any person howsoever called
acting for them, from interfering with the
res of this suit (and/or altering the status
quo) in any way or manner whatsoever,
including:

(a) Calling or accelerating the facility
granted by the Defendants to the
Plaintiff.
(b) Appointing a receiver or a
receiver/manager or manager of or over
the undertakings or affairs of the
Plaintiff or any security provider under
the Security Documents (as defined in the
Amended and Restated Facility
Agreement).

(c) Enforcing or taking steps to enforce any
share security or any other security
granted over the assets of the Plaintiff or
its sponsors based on the debt claimed
by the Defendants which the Plaintiff
vehemently disputes arising from the
facility.

(d) Taking any step or continuing to take
any further step towards the
enforcement of any facility between the
Plaintiff/Applicant and the
Defendants/Respondents is hereby
granted.

2. That the Plaintiff shall file a formal
undertaking as to damages to indemnify the
Defendants/Respondents, if it turns out this
order ought not to have been made.

3. That the Order and the Motion on Notice shall
be contemporaneously served on the
Defendants.

4. That this case is adjourned to the 11/7/2025
for Motion on Notice for Interlocutory
Injunction.

ISSUED AT LAGOS, under the Seal of the
Court and the hand of the Presiding Judge
the day of January, 2025.

**H.Y. MBAYA
REGISTRAR.**
1012 7997 1501
23/6/25

PUBLIC NOTICE

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IN THE FEDERAL HIGH COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS.
ON FRIDAY THE 17TH DAY OF JUNE, 2025
BEFORE HIS LORDSHIP THE HONOURABLE
JUSTICE AKINTAYO ALUKO
JUDGE.
SUIT NO. FHC/L/CS/1244/25

BETWEEN

NG POWER-HPS LIMITED PLAINTIFF/APPLICANT

AND

1. ACCESS BANK PLC
2. FIRST CITY MONUMENT BANK LIMITED
3. FIRST BANK OF NIGERIA PLC
4. UNION BANK OF NIGERIA PLC
5. ZENITH BANK PLC
6. UNITED BANK FOR AFRICA PLC
7. PRINCIPAL MERCHANT BANK LIMITED
8. PRINCIPAL TRUSTEES LIMITED

DEFENDANTS/
RESPONDENTS

ENROLMENT OF ORDER
UPON THIS MOTION EX-PARTE dated the 29th day of June, 2025 coming before this Honourable Court on the 27th day of June, 2025 praying this Court for the following relief:

1. **AN ORDER OF INTERIM INJUNCTION** restraining the Defendants/Respondents (pending the hearing and determination of the Notice as Notice for interlocutory injunction in this suit), whether by themselves, their servants, agents, contractors, privies, and/or representatives, independent contractors, apprentices, or any person however called acting for them, from interfering with the res of this suit (and/or altering the status quo) in any way or manner whatsoever, including:

- (a) Calling or accelerating the facility granted by the Defendants to the Plaintiff.
- (b) Appointing a receiver or a receiver/manager or manager of or over the undertakings or affairs of the Plaintiff or any security provider under the Security Documents (as defined in the Amended and Restated Facility Agreement).
- (c) Enforcing or taking steps to enforce any share security or any other security granted over the assets of the Plaintiff or its sponsors based on the debt claimed by the Defendants which the Plaintiff vehemently disputes arising from the facility.
- (d) Taking any step or continuing to take any further step towards the enforcement of any facility between the Plaintiff/Applicant and the Defendants/Respondents.

2. SUCH FURTHER ORDER or other orders as this Honourable Court may

deem fit to make in the circumstances of this application.

AND UPON READING the affidavit in support of the motion paper sworn to by Mrs. Dorcas Okunola, Ibadan, Nigeria of 14, Colorado Close, Ministry Hill Estate, Ikeja.

AND THE COURT having heard Rado Oludipehin, SAN with Opeyemi Adedoyin, Esq., Alastair Makinde, Esq. and Adekunle Akinyemi, Esq. for the Plaintiff/Applicant who moved in support of the prayer for the relief sought as endorsed on the motion paper.

AND THE COURT having delivered its ruling in the above cited, its conclusions and reasoning are as contained in the body of the ruling.

IT IS HEREBY ORDERED AS FOLLOWS:

1. That an order of interim injunction restraining the Defendants/Respondents (pending the hearing and determination of the Notice as Notice for interlocutory injunction in this suit), whether by themselves, their servants, agents, contractors, privies, and/or representatives, independent contractors,

apprentices, or any person however called acting for them, from interfering with the res of this suit: (and/or altering the status quo) in any way or manner whatsoever, including:

- (a) Calling or accelerating the facility granted by the Defendants to the Plaintiff.
- (b) Appointing a receiver or a receiver/manager or manager of or over the undertakings or affairs of the Plaintiff or any security provider under the Security Documents (as defined in the Amended and Restated Facility Agreement).
- (c) Enforcing or taking steps to enforce any share security or any other security granted over the assets of the Plaintiff or its sponsors based on the debt claimed by the Defendants which the Plaintiff vehemently disputes arising from the facility.
- (d) Taking any step or continuing to take any further step towards the enforcement of any facility between the Plaintiff/Applicant and the Defendants/Respondents is hereby granted.

- 2. That the Plaintiff shall file a formal undertaking as to damages to indemnify the Defendants/Respondents, if it turns out that the order ought not to have been made.
- 3. That the Order and the Notice as Notice shall be contemporaneously served on the Defendants.
- 4. That this case is adjourned to the 11th day of July, 2025 for Motion on Notice for Interlocutory Injunction.

ISSUED AT LAGOS, under the Seal of the Court and the hand of the Presiding Judge this 27th day of January, 2025.

H.S. MBAYA
REGISTRAR.

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PUBLIC NOTICE

IN THE FEDERAL HIGH COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS
ON THURSDAY THE 5TH DAY OF AUGUST, 2025
BEFORE HIS LORDSHIP, THE HONOURABLE
JUSTICE AKINTAYO ALUKO
JUDGE
SUIT NO. FHC/L/CS/1242/2025

BETWEEN

KIPCO ENERGY RESOURCES NIG LTD

PLAINTIFF/APPLICANT

AND

- 1. ECOMARK NIGERIA LIMITED
- 2. ACCESS BANK PLC
- 3. FIRST CITY MONUMENT BANK LIMITED
- 4. FIDELITY BANK PLC
- 5. STERLING BANK PLC
- 6. UNITED BANK FOR AFRICA PLC
- 7. UNION BANK OF NIGERIA PLC
- 8. ZENITH BANK PLC
- 9. FRANKFURT MERCHANT BANK LIMITED
- 10. FRANKFURT TRUSTEES LIMITED

DEFENDANTS/APPLICANTS

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6/8/25
GEMALAN F. C. OPLD
ASSY. CHIEF JUSTICE
FEDERAL HIGH COURT
LAGOS

ENROLMENT OF ORDER

UPON THE TWO APPLICATIONS dated
23/6/2025 and 4/7/2025 filed by the
Plaintiff and Defendants respectively arising
before this Honourable Court this 5th day of
August, 2025 for ruling.

AND THE COURT having delivered its
ruling in the open court, its meaning and

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(conclusion as contained in the body of the
ruling.

IT IS HEREBY ORDERED AS FOLLOWS:

- (i) That Reliefs 2 and 3 of the Defendants on the
face of their application dated 4th July, 2025
be and are dismissed.
- (ii) That Reliefs 1(a), (c), 2, 3, 4 and 5 on the face of
the motion on notice dated 23rd June, 2025
are granted in wit-
- 1. That AN ORDER OF INTERLOCUTORY
INJUNCTION (pending the hearing and
determination of this action) restraining the
Defendants, whether by themselves, their
servants, agent(s), contractors, privies, and/or
representatives, independent contractors,
appointees, or any person whatsoever called
acting for them, from
- (a) Calling or exercising the facility granted by
the Defendants the Plaintiff which has not
materially been granted.
- (b) Enforcing or taking steps to enforce any share
security or any other security granted over the
assets of the Plaintiff or its sponsors based on
the disputed debt claimed by the Defendants
which the Plaintiff vehemently disputes arising
from the facility on the basis of which the facility
will not be due until several years in future; is
hereby granted.

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- (2) That AN ORDER OF INTERLOCUTORY
INJUNCTION (pending the hearing and
determination of this action), restraining the
Defendants, whether by themselves, their
servants, agent(s), privies, independent
contractors, appointees, and/or representation
or any person whatsoever called acting for it,
from unilaterally enforcing or taking steps to
enforce or taking action under or doing any act
pursuant to any security document, or the terms
of (i) the Account Agreement dated 23rd May
2012 between the Plaintiff, the Account Bank,
FBN Capital Limited and First Trustees Limited
for the benefit of the Defendants; (ii) Trust Deed
dated 23rd May 2012 among First Trustees
Nigeria Limited, as security trustees, FBN Capital
Limited as facility agent and the Defendants as
the beneficiaries; (iii) the Deed of Share charge
dated 23rd May 2012 between the Plaintiff and
First Trustees Nigeria Limited for the benefit of
the Defendants; or (iv) any other security or
security interest, whether registered or not
registered granted by the Plaintiff or any of its
shareholders or sponsors in connection with the
finance documents signed between the Plaintiff
and the Defendants or in any other way
connected with the disputed debt being alleged
by the Defendants, or any Corporate or personal
guarantee granted in connection with the facility
documented in the Second Amended and

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Revised Facility/Agreement 2019 is hereby
granted.

- (3) That AN ORDER OF INTERLOCUTORY INJUNCTION
(pending the hearing and determination of this
action), restraining the Defendants either jointly
or individually whether by themselves, servants,
agents, privies, assigns or any persons, however
described claiming through them and/or acting
on their behalf in any capacity whatsoever from
interfering and/or continue to interfere or taking
steps to interfere, with the assets, businesses and
undertakings of the Applicant in any manner
whatsoever is hereby granted.
- (4) That AN ORDER OF INTERLOCUTORY INJUNCTION
(pending the hearing and determination of this
action), restraining the Defendants either jointly
or individually whether by themselves, servants,
agents, privies, assigns or any persons, however
called claiming through them and/or acting on
their behalf or at their instigation in any capacity
whatsoever, from taking any steps whatsoever to
call in and/or continue to call in or to enforce in
any manner whatsoever any security granted
over the assets, business and undertakings of the
Applicant and its (s/s) shareholders whether
registered or not is hereby granted.
- (5) That AN ORDER OF INTERLOCUTORY INJUNCTION
(pending the hearing and determination of this
action), restraining the Defendants either jointly or

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individually whether by themselves, servants,
agents, privies, assigns or any persons, however
described claiming through them and/or acting on
their behalf in any capacity whatsoever from
interfering and/or continue to interfere, or taking
any steps under any guise, whether by way
of suspension of the business and operational
accounts of the Plaintiff and its shareholders
deposited with the Defendants or in any manner
whatsoever is hereby granted.

- (6) That Relief 1(b) is refused.
- (7) That the Receiver/Manager shall not engage in any
act capable of dissipating the assets of the Plaintiff
pending the hearing and determination of the
action.
- (8) That the Plaintiff shall file a formal undertaking as
to damages to indemnify the Defendants.

HON. JUSTICE AKINTAYO ALUKO
PRESIDING JUDGE.

ISSUED AT LAGOS, under the Seal of the
Court and the hand of the Presiding Judge this
5th day of August, 2025.

H.Y. MBAYA
REGISTRAR.

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6/8/25
GEMALAN F. C. OPLD
ASSY. CHIEF JUSTICE
FEDERAL HIGH COURT
LAGOS

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Sign

PUBLIC NOTICE

IN THE FEDERAL HIGH COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDING AT LAGOS
ON TUESDAY THE 5TH DAY OF AUGUST, 2025
BEFORE HIS LORDSHIP, THE HONORABLE
JUSTICE AKINTAYO ALERO
JUDGE.
SUITE NO: FHC/L/245/2023

BETWEEN
NEW ELECTRICITY DISTRIBUTION
COMPANY LIMITED } PLAINTIFF/APPLICANT
AND
1. BOOBANK NIGERIA LTD.
2. FIRST CITY MONUMENT BANK LIMITED
3. FIDELITY BANK PLC.
4. STS STUNG BANK LTD.
5. STERLING BANK PLC
6. UNITED BANK FOR AFRICA PLC
7. ZENITH BANK PLC
8. PRINCIPAL MERCHANT BANK LIMITED
9. PRINCIPAL TRUSTEES LIMITED } DEFENDANTS/RESPONDENTS

ENROLMENT OF ORDER
UPON THE TWO APPLICATIONS dated
23/6/2025 and 4/7/2025 filed by the
Plaintiff and Defendants respectively coming
before the Honorable Court this 5th day of
August, 2025 for ruling.

AND THE COURT having delivered its
ruling in the open court, its reasoning and

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conclusion as contained in the body of the
ruling.

IT IS HEREBY ORDERED AS FOLLOWS:

- (1) That Rules 2 and 3 of the Defendants on the
face of their application dated 4th July, 2025
be set aside and are dismissed.
- (2) That Rules 1(a), (c), 2.3.4 and 5 on the face of
the Plaintiff's notice in notice dated 23rd June,
2025 are granted to wit:
1. That AN ORDER OF INTERLOCUTORY
INJUNCTION (pending the hearing and
determination of this action) restraining the
Defendants, whether by themselves, their
servants, agents, contractors, privies,
and/or representatives, independent
contractors, appointees, or any person
however called acting for them, from:
(a) Ceasing or accelerating the facility provided
by the Defendants to the Plaintiff which has
not matured, is hereby granted.
(b) Enforcing or taking steps to enforce any
share security or any other security
granted over the assets of the Plaintiff for its
spanses based on the disputed debt,
cheques by the Defendants which the
Plaintiff continuously disputes arising from
the facility on the basis of which the facility
will not be due until several years in time;
is hereby granted.



HON. JUSTICE AKINTAYO ALERO
PRESIDING JUDGE.

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- (2) That AN ORDER OF INTERLOCUTORY
INJUNCTION (pending the hearing and
determination of this action), restraining
the Defendants, whether by themselves,
their servants, agents, privies,
independent contractors, appointees,
and/or representatives or any person
however called acting for them, from
enforcing or taking steps to enforce any
share security or any other security
granted over the assets of the Plaintiff for its
spanses based on the disputed debt, or
the terms of (i) the Account Agreement
dated 23rd May, 2017 between the Plaintiff,
The Account Bank, FBN Capital Limited
and First Trustee Limited for the benefit of
the Defendants; (ii) Trust Deed dated 22nd
May, 2023 among First Trustee Nigeria
Limited, as security trustees, FBN Capital
Limited as facility agent and the
Defendants on the beneficiaries; (iii) the
Deed of Share Charge dated 23rd May 2023
between the Plaintiff and First Trustee
Nigeria Limited for the benefit of the
Defendants; or (iv) any other security or
security interest, whether registered or not
registered granted by the Plaintiff or any of
its shareholders or sponsors in connection
with the share documents signed,
between the Plaintiff and the Defendants or

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in any other way connected with the
disputed debt being alleged by the
Defendants, or any Corporate or personal
guarantee granted in connection with the
facility documented in the account agreement
and Amended Facility Agreement 2017 is
hereby granted.

- (3) That AN ORDER OF INTERLOCUTORY
INJUNCTION (pending the hearing and
determination of this action), restraining
the Defendants either jointly or
individually whether by themselves,
servants, agents, privies, assign or any
persons, however described claiming
through them and/or acting on their behalf
in any capacity whatsoever from
interfering and/or continue to interfere or
taking steps to interfere, with the assets,
business and undertakings of the
Applicant in any manner whatsoever is
hereby granted.

- (4) That AN ORDER OF INTERLOCUTORY
INJUNCTION (pending the hearing and
determination of this action), restraining
the Defendants either jointly or
individually whether by themselves,
servants, agents, privies, assign or any
persons however called claiming
through them and/or acting on their behalf

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or at their behest in any capacity
whatsoever, from taking any steps
whatsoever to call in and/or continue to
call in or to enforce in any manner
whatsoever any security granted over the
assets, business and undertakings of the
Applicant and/or (b) shareholders whether
registered or not is hereby granted.

- (5) That AN ORDER OF INTERLOCUTORY
INJUNCTION, (pending the hearing and
determination of this action), restraining the
Defendants either jointly or individually
whether by themselves, servants, agents,
privies, assign or any persons, however
described claiming through them and/or acting
on their behalf in any capacity whatsoever from
interfering and/or continue to interfere, or
taking any adverse steps under any guise,
whether by way of suspension of the business
and operational accounts of the Plaintiff and its
shareholders connected with the Defendants or
in any manner whatsoever is hereby granted.
- (6) That Rule 1(b) is refused.
- (7) That the Applicant/Manager shall not engage in
any acts capable of dissipating the Assets of the
Plaintiff pending the hearing and determination
of the action.
- (8) That the Plaintiff shall file a formal undertaking,
as to damages to indemnify the Defendants.

HON. JUSTICE AKINTAYO ALERO
PRESIDING JUDGE.

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HON. JUSTICE AKINTAYO ALERO
PRESIDING JUDGE.

ISSUED AT LAGOS, under the Seal of the
Court and the hand of the Presiding Judge this
5th day of August, 2025.

H.L. MBAYA
REGISTRAR.

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PUBLIC NOTICE

IN THE FEDERAL HIGH COURT OF NIGERIA
IN THE LAGOS JUDICIAL REGION
HOLDEN AT LAGOS
ON TUESDAY THE 5TH DAY OF AUGUST, 2025
BEFORE HIS LORDSHIP, THE HONOURABLE
JUDGE
SUIT NO: FHC/L/CS/1244/2025

BETWEEN
NG POWER-HPS LIMITED PLAINTIFF/APPLICANT

AND
1. ACCESS BANK PLC
2. FIRST CITY MONUMENT BANK LIMITED
3. FIRST BANK OF NIGERIA LIMITED
4. UNION BANK OF NIGERIA PLC
5. ZENITH BANK PLC
6. UNITED BANK FOR AFRICA PLC
7. FBNQUEST MERCHANT BANK LIMITED
8. FBNQUEST TRUSTEES LIMITED

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HON. JUDGE ABUBAKAR ALIYU
JUDGE
DEFENDANTS/
RESPONDENTS

ENROLMENT OF ORDER
UPON THE TWO APPLICATIONS dated
23/4/2025 and 4/7/2025 filed by the
Plaintiff and Defendants respectively coming
before this Honourable Court this 5th day of
August, 2025 for ruling.

AND THE COURT having delivered its
ruling in the open court, its reasoning and
conclusion as contained in the body of the
ruling.

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IT IS HEREBY ORDERED AS FOLLOWS:

- (i) That Reliefs 2 and 3 of the Defendants on the
face of their applications dated 4th July, 2025
be dismissed and are discharged.
- (ii) That Reliefs 1(a), (c), 2, 3, 4 and 5 on the face of
the Plaintiff's motion on notice dated 23rd June,
2025 are granted in full.

1. That AN ORDER OF INTERLOCUTORY
INJUNCTION (pending the hearing and
determination of this action) restraining the
Defendants, whether by themselves, their
servants, agents, contractors, priors,
and/or representatives, independent
contractors, appointees, or any person
however called acting for them, from:

- (a) Calling or exercising the facility granted
by the Defendants to the Plaintiff which has
not assumed, is hereby granted.
- (b) Enforcing or taking steps to enforce any
share security or any other security
granted over the assets of the Plaintiff or its
sponsors based on the disputed debt
claimed by the Defendants which the
Plaintiff vehemently disputes arising from
the facility on the basis of which the facility
will not be due until several years to come;
is hereby granted.

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(2) That AN ORDER OF INTERLOCUTORY
INJUNCTION (pending the hearing and
determination of this action), restraining
the Defendants, whether by themselves,
their servants, agents, priors,
independent contractors, appointees,
and/or representation or any person
however called acting for it, from
voluntarily enforcing or taking steps to
enforce or taking action under or doing any
act pursuant to any security document, or
the terms of (i) the Account Agreement
dated 23rd May, 2013 between the Plaintiff,
The Account Banks, FBN Capital Limited
and First Trustees Limited for the benefit of
the Defendants; (ii) Trust Deed dated 23rd
May, 2013 among First Trustees Nigeria
Limited as security trustees, FBN Capital
Limited as facility agent and the
Defendants as the beneficiaries; (iii) the
Deed of Share Charge dated 23rd May 2013
between the Plaintiff and First Trustees
Nigeria Limited for the benefit of the
Defendants; or (iv) any other security or
security interest, whether registered or not
registered granted by the Plaintiff or any of
its shareholders or sponsors in connection
with the finance documents signed
between the Plaintiff and the Defendants or
in any other way connected with the

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disputed debt being alleged by the
Defendants, or any Corporate or personal
guarantee granted in connection with the
facility documented in the account agreement
and related Facility Agreement 2019 is
hereby granted.

(3) That AN ORDER OF INTERLOCUTORY
INJUNCTION (pending the hearing and
determination of this action), restraining
the Defendants, either jointly or
individually whether by themselves,
servants, agents, priors, assigns or any
persons, however described claiming
through them and/or acting on their behalf
in any capacity whatsoever from
interfering and/or continue to interfere or
taking steps to interfere, with the assets,
business and undertakings of the
Applicant in any manner whatsoever is
hereby granted.

(4) That AN ORDER OF INTERLOCUTORY
INJUNCTION (pending the hearing and
determination of this action), restraining
the Defendants either jointly or
individually whether by themselves,
servants, agents, priors, assigns or any
persons however called claiming
through them and/or acting on their behalf
or of their behalf in any capacity

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whosoever, from taking any steps
whosoever to call in and/or continue to
call in or to enforce in any manner
whosoever any security granted over the
assets, business and undertakings of the
Applicant and its (sic) shareholders whether
registered or not is hereby granted.

- (5) That AN ORDER OF INTERLOCUTORY
INJUNCTION (pending the hearing and
determination of this action), restraining
the Defendants either jointly or individually
whether by themselves, servants, agents,
priors, assigns or any persons, however
described claiming through them and/or
acting on their behalf in any capacity
whosoever from interfering and/or
continue to interfere, or taking any adverse
steps under any guise, whether by way of
suspension of the business and operational
accounts of the Plaintiff and its shareholders
deposited with the Defendants or in any
manner whatsoever is hereby granted.
- (6) That Relief 1(b) is refused.
- (7) That the Receiver/Manager shall not engage
in any act capable of disposing the assets of
the Plaintiff pending the hearing and
determination of the action.

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(8) That the Plaintiff shall file a formal
undertaking as to damages to indemnify the
Defendants.

HON. JUDGE ABUBAKAR ALIYU
JUDGE

ISSUED AT LAGOS, under the Seal of the
Court and the hand of the Presiding Judge this
5th day of August, 2025.

BY: MR. A. A.
REGISTRAR

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HON. JUDGE ABUBAKAR ALIYU
JUDGE

12/12/2025
12/12/2025
12/12/2025

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