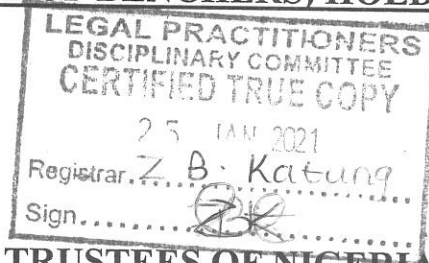


IN THE LEGAL PRACTITIONERS DISCIPLINARY COMMITTEE
(BODY OF BENCHERS) HOLDEN AT ABUJA

BB/ LPDC/242/2020

BETWEEN



INCORPORATED TRUSTEES OF NIGERIAN

BAR ASSOCIATION ===== COMPLAINTANT

AND

NNAMDI OSUJI, Esq. ===== RESPONDENT

BEFORE:

- | | | |
|---------------------------------------|--------------|----------------|
| 1. EMMANUEL C. UKALA, S.A.N. | ===== | CHAIRMA |
| 2. EBENEZER OBEYA, ESQ | ===== | MEMBER |
| 3. AHMED MUSTAPHA GONIRI, ESQ | ===== | MEMBER |
| 4. MR SULAIMAN USMAN, S.A.N. | ===== | MEMBER |
| 5. BOMA AYOMIDE ALABI, OON SAN | ===== | MEMBER |

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FINAL DIRECTION

DELIVERED ON 14TH JANUARY 2021

1. The Complainant commenced this Complaint against the Respondent via a 2 Count Complaint dated the 4th of March 2020 and filed on the same date, the complaint was first heard on the 7th day of September 2020 wherein a plea of 'NOT LIABLE' was entered on both Counts, for the Respondent, who was absent, although represented.
2. In Count 1 of the Complaint, it is alleged that the Respondent's services as a legal practitioner was retained by the primary Complainant to purchase a property on his behalf and the sum of N8,000,000 (Eight Million Naira) paid

to the Respondent to purchase the said property, the Respondent failed to carry out the instruction and withheld the sum of N7,000,000 (Seven Million Naira) out of the said sum of N8,000,000 (Eight Million Naira) contrary to rules 1, 15(1), 15(2)(a), 23, 49,(2)(a) and 55(1)(2) of the Rules of Professional Conduct for Legal Practitioners; while Count 2 alleges that the Respondent behaved in a manner unbecoming of a legal practitioner having failed to account for the sum of N7,000,000 (Seven Million Naira)and this alleged conduct of the Respondent is contrary to Rule 1 and punishable under Section 12 of the Legal Practitioners Act, Cap L. 11 LFN 2004.

The Complaint reads as follows:

3.

“COMPLAINT

Count 1: That you, Nnamdi Osuji Esq., a Legal Practitioner whose name is on the Roll of Legal Practitioners in Nigeria, Male, Adult and of 7th Avenue, L Close, House 7, FESTAC Town Lagos sometime in 2008, in the course of your employment to Arisa Chiekwero as a legal Practitioner collected the sum of N8, 000, 000 (Eight Million Naira Only) from the said Arisa Chiekwero to purchase a property on his behalf and failed not carry out the instruction and withheld the sum of N7, 000,000 (Seven Million Naira) out of the said sum of N8, 000, 000 (Eight Million Naira Only) all contrary to Rules 1, 15 (1), 15 (2)(a), 23, 49 (2)(a) and 55 (1)(2) of the Rules of Professional Conduct in the Legal Profession, 2007 and punishable under 12 of the Legal Practitioners Act 1990, now 2004 as amended.

Count 2 : That you, Nnamdi Osuji Esq., a legal practitioner whose name is on the roll of legal practitioners in Nigeria, male, adult and of 7th Avenue, L Close House, House 7, FESTAC Town Lagos sometime in 2008, in the course of your duty as a legal practitioner to Arisa Chiekwero to purchase a property on his behalf and failed to carry out the instruction and also failed to account

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for the sum of N7, 000, 000 (Seven Million Naira Only) to the said Arisa Chikwero despite repeated demands contrary to Rules of Professional Conduct of the Legal Professional, 2007 and punishable under Section 12 of the Legal Practitioners Act 1990 now 2004 as amended.”

4. This Complaint came up for plea and hearing on the 7th of September 2020, the Respondent was represented but absent, the Complaint was read and a plea of ‘NOT LIABLE’ entered for the Respondent on both Counts. Thereafter, the Complainant opened its case, and called two (2) witnesses, Zibai Blessed Katung, and Arisa Chiekwero who respectively testified as PW1 and PW2. The PW1 adopted his witness statement deposed to on the 4th of March 2020 and the Complainant tendered various documents through him, which were admitted in evidence without objection and marked as Exhibits P1 to P32. After the Respondent’s Counsel elected not to cross-examine the PW1, the PW2 testified and adopted his witness statement filed ~~The Nigerian Lawyer~~ 17th of March 2020 along with the additional documents tendered and marked as Exhibits P33 – P37 following which he was cross-examined by the Respondent’s counsel and discharged, and, thereafter the Complainant closed its case.
5. The genesis of the complaint against the Respondent is traceable to a Petition dated 19th February 2014 written by Mr. Arisa Chiekwero (the Petitioner and PW2) complaining to the President of the Nigerian Bar Association in respect of his engagement of the Respondent as a Solicitor for the purchase of a bungalow in Festac Town, in the course of which he advanced the sum of N8,000,000 (Eight Million Naira) to the Respondent to purchase the bungalow on his behalf, having first reached an agreement with the seller. The Respondent upon being notified of the complaint against him by the Nigerian Bar Association, responded via his letter to the Association on the 23rd of April 2014 wherein he confirmed receiving the sum of N8,000,000

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(Eight Million Naira) from the Petitioner as a business loan with an agreement not to repay the loan in cash but to utilize same for the purchase of a bungalow at Festac Town. This in summary, are the events leading to the filing of the complaint against the Respondent and subsequent proceedings before this committee.

6. From the evidence before this Committee, it is the case of the Complainant that the Respondent is a Legal Practitioner on the Roll of Legal Practitioners in Nigeria and he has always related with the Respondent on that basis having been introduced to the Respondent by the wife at the time he was looking for a reliable solicitor to guide and assist him with the purchase of his first property in Festac Town, which transaction was satisfactorily completed leading to him reposing absolute confidence in the Respondent. In his testimony during cross examination, the primary Complainant stated thus;

“The Respondent is my lawyer. It was the Respondent who helped me to buy the property I am currently living in, that is 402 Road. I was very impressed with the way he handled the purchase that I decided to continue to patronize him. Due to the absolute trust I developed in him I decided that he will conduct the purchase transaction in the subject matter of the present complaint. It was after the purchase price had been negotiated at the Respondent’s office with the landlord that I paid the money. It was not a loan. The respondent is a pastor in Redeemed Church so I kept pressurizing him to make the payment but when he failed to pay, the landlord said he would no longer accept N8,000,000.00 but will now sell for N11,000,000.00 but when he would not refund, I sought the services of another lawyer who then advised me to report to the NBA. I gave him a long rope as I did not want to make trouble with him. NBA gave him two weeks or so to refund my money which he agreed to accept but even at that he failed to do so. The

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wife knew about the matter so I had no need to report to the wife. The wife was even part of some of the negotiations.”

There being no re-examination, the Complainant closed its case.

7. The Respondent opened his defense on the 13th of October 2020 by testifying as DW1. The DW1 adopted his witness statement deposed to on the 4th of September 2020. The DW1 was extensively cross-examined by the Complainant’s counsel during the course of which, he testified as follows;

“In 2002, I assisted the primary complainant to buy a house at Festac Town. Before that happened he did not instruct me to carry out a search at that time I never had a law office, it was a business office LASTUNTS LTD. That is the house the primary complainant lives in. He wanted to buy another house but I advised him to conduct a search but he said he did not know how to do so. So the primary complainant got somebody to conduct a search. I guided the person. As a result of the search, he did not buy the house. In respect of the 2nd one he did not buy the house because of the search result but I prepared the documents for the purchase of the first house. In 2008, he saw a third house he wanted to purchase, but he did not give me N8,000,000 to purchase. All the while, I knew him he had always been a contractor and I knew he was executing contracts in Ughelli, Warri, Umuahia etc. Out of the money I borrowed from him – which was N8,000,000 – borrowed installmentally, I have so far refunded one million in 2 installments of N500,000 each. These refunds were made in 2010. I was called to the Bar in 1992.”

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Thereafter the Respondent closed his case.

8. Upon the conclusion of hearing on the 13th of October 2020, the Committee ordered for Written Addresses. The Respondent filed his Written Address on the 30th of November 2020 along with a motion on notice for enlargement of

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time and a deeming order to regularize said Written Address, whilst the Complainant had also filed its Written Address on the 2nd of November 2020. At the next sitting of the Committee on the 11th of January 2021, the Complainant was absent and not represented, whilst the Respondent was represented, albeit also absent. The Motion on Notice was moved on the 11th of January 2021 and granted following which the matter was adjourned to the 12th of January 2021. On the 12th of January 2021, the Respondent adopted and relied upon his written address wherein he formulated a sole issue for determination to wit:

i) "Whether the Complainant has adduced credible evidence to support his claim."

9. In urging the Committee to resolve the sole issue in his favour, the Respondent contends that the Complainant gave him the sum of N8,000,000 paid in instalments, as a business loan which he would have repaid but for the unfortunate downturn in his Automotive Gasoline Oil business where he lost a huge amount of money, and to compound his troubles, the Respondent also stated that he sadly lost his wife and almost lost his son to cancer. The Respondent did not dispute the debt, thus the only issue in contention is the purpose for which the sum of money was given to the Respondent.

10. The Complainant filed its written address on the 2nd of November 2020 which was, upon application of Respondent, adopted in their absence in accordance with Rule 20 of the LPDC Rules 2020; therein the Complainant formulated a sole issue for determination to wit: *"Whether the complainant by the evidence before the committee has made out a case of professional misconduct against the respondent as contained in the 2 count complaint brought against the respondent before the Honourable Committee"*. In arguing the issue, the Complainant submitted that it had successfully proved the 2 counts on the balance of probabilities and more specifically on Count

1, the Complainant submitted that it had established that there was a client-lawyer relationship.

11. On Count 2, the Committee was urged to find the Respondent guilty of misconduct. The Claimant went on to reiterate the fact that the Respondent testified in person, was cross-examined and closed his case. The Respondent neither called witnesses nor tendered any document in his own defense. The Claimant in its written address further argued that;

“ 3.1 Most of the facts of this case are not in dispute. The only point of divergence is that whilst the PW2 said he gave the Respondent (his lawyer) N8 million to pay for an already negotiated bungalow known as House 5, P Close, 23 Road, FESTAC town, Lagos which money the Respondent diverted for his personal use; the Respondent states that the money was given to him as a business loan by the PW2 and it was agreed that on maturity of the loan he should use the money to buy a house for the PW2.

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3.2 *The PW2 in his written statement on oath testified that:*

- *The Respondent is his solicitor.*
- *That in 2002 when he needed a property in FESTAC town he engaged the Respondent to carry out a legal search and he did that and advised him to buy the property and he demanded for Respondent's law firm bank details but respondent requested that it be paid into his business account of La. Stunts Ltd. Subsequently, Respondent paid the seller with his company's Citizen Bank cheque of 10th February, 2003. Exhibits P.36 and P.37 shows that Respondent was also paid 'N180,000 for perfecting the sale in 2003 as Solicitor.*
- *That in 2008 he needed another property in FESTAC town and before he could get the Respondent to carry out a search the house which was on 3rd Avenue, FESTAC town was sold.*

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- That he lost the 3rd Avenue house because his solicitor-The Respondent, was not around to carry out the legal search. That after that, he got another house at 512 Road owned by a lady and he asked his solicitor - the Respondent to conduct a legal search and the Respondent conducted a search and advised him not to buy same because the lady (owner) was owing Federal Housing Authority N700,000 and he didn't buy that house .'
- That he saw the house the subject matter of this complaint, (House 5, P Close, 23 Road Festac town Lagos) and negotiated the price at N8 million.
- That the Respondent and his wife went with PW2 to oceanic bank to cash the purchase 'sum of N8m-' and gave same to the Respondent to complete the transaction timely so as not to lose the house.
- That on being given the purchase sum of N8m the Respondent invited PW2 and the seller to his law office at Amuwo Odofin Close near ABC Transport, where PW2 told the seller that the N8 million is with his lawyer (Respondent) who will, after confirming that the property was okay, prepare the sale agreement as he was traveling out of Lagos to Warri and his lawyer (Respondent) will conclude the payment and documentation. ”

The Claimant submitted that the evidence is consistent with a client-lawyer relationship and addressed the Committee on the standard of proof which it stated is “*the standard of proof in civil proceedings - on the balance of probabilities:*

Okikke v. Legal Practitioners Disciplinary Committee (2005) All FWLR (pt.266) (2005)15 NWLR (pt. 949) 471

Nigerian Bar Association v. Akintokun (2006) All FWLR (pt.333) 1720 @ 1734”

12. The Committee upon independent review of the facts agrees with the summation of the facts of the complaint as set out above and in particular reiterates that a review of the facts in support of the complaint clearly shows that the following facts are not in dispute, namely: -

i) That the Complainant gave the sum of N8,000,000 (Eight Million Naira) to the Respondent in 2008 to purchase a property, which has not been purchased, neither has the bulk of the sum been refunded well over a decade later.

ii) That the Complainant relied on the Respondent as his legal adviser in relation to his property transactions.

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15. **FINDING:** On the Issue for Determination, the Respondent in his final written address distilled one sole issue for determination thus; **“Whether the Complainant has adduced credible evidence to support his claim.”** The Complainant equally distilled a single issue for determination thus; **“Whether the complainant by the evidence before the committee has made out a case of professional misconduct against the Respondent as contained in the 2 Count Complaint brought against the Respondent before this Honourable Committee.”** The Committee views both issues as essentially one and the same in its plain English interpretation and will therefore adopt the issue as distilled by the Complainant as a more comprehensive version of the same, thus, the issue for determination is;

“Whether the complainant by the evidence before the committee has made out a case of professional misconduct against the Respondent as

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contained in the 2 Count Complaint brought against the Respondent before this Honourable Committee."

14. Against the background of facts adduced in evidence, we have no doubt that the complaint against the Respondent is very well founded and the Respondent has indeed conducted himself in a manner most unbecoming of a Legal Practitioner contrary to Rules 1, 23 (1) & (2), and 55 (1) (2) of the Rules of Professional conduct in the Legal Profession, 2007 as set out below; Section 1 of the Rules of Professional Conduct for Legal Practitioners, 2007, state that:

- (1) "A lawyer shall uphold and observe the rule of law, promote and foster the cause of justice, maintain a high standard of professional conduct, and shall not engage in any conduct which is unbecoming of a legal practitioner."

~~The Nigerian Lawyer~~ in 23 (1) and (2) of the Rules of Professional Conduct for Legal Practitioners, 2007, state that:

- (1) "A lawyer shall not do any act whereby for his personal benefit or gain he abuses or takes advantage of the confidence reposed in him by his client.
- (2) Where a lawyer collects money for his client, or is in a position to deliver property on behalf of his client, he shall promptly report, and account for it, and shall not mix such money or property with, or use it as his own".

Section 55 (1) of the Rules of Professional Conduct for Legal Practitioners, 2007, state that:

- (1) "If a lawyer acts in contravention of any of the rules in these Rules or fails to perform any of the duties imposed by the Rules, he shall

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be guilty of a professional misconduct and liable to punishment as provided in Legal Practitioners Act, 1975.

Such infamous conduct is punishable under section 12 (1) of the Legal Practitioners Act, Cap. L Vol.11, Laws of the Federation of Nigeria, 2004. As to what constitutes infamous conduct, this has been well ventilated by this Committee in the past and affirmed by the Supreme Court, Per Chukwuma-Eneh JSC in **Anamelechi Iteogu Esq. v. The Legal Practitioners Disciplinary Committee (2009) 17 NWLR (pt.1171) 614**; wherein the Court affirmed the decision of this Committee which defined "misconduct" as:

"Any conduct that constitutes an infraction of acceptable standard of behavior or ethics of the legal profession, or any conduct, which connotes conduct despicable and morally reprehensible as to bring the legal profession into disrepute if condoned or unpunished, will amount to misconduct."

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15. The Committee finds that it was well established that there was a client-lawyer relationship between the primary Complainant and the Respondent, particularly as the primary Respondent by his own admission under cross-examination stated that he advised the primary complainant that the Complainant needed to conduct a search on the property prior to proceeding with his acquisition plans, and not only did the Respondent admit to advising the Complainant to conduct a search, he also admitted to supervising or guiding the conduct of said search on the primary Complainant's behalf. Furthermore, the Respondent in Para. 4 of his witness statement expressly denied paragraphs 6,9,10,11,12,13,14,15,16 and 17 of the primary complainant's deposition. It is trite that those paragraphs not expressly denied are admitted, thus, the Complainant's deposition in Paras 3 and 4, were admitted. The purport of these two paragraphs effectively establish the

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fact that the Complainant got to know the Respondent when he required a lawyer to provide legal services, having been nudged in the Respondent's direction by the Respondent's wife; and, the Respondent had been using his business account to receive client's money and fees for legal services provided to clients in the course of his practice. The Respondent in his own statement in paragraph 6 stated, "*.....in that regard I was ready on my own initiative to conduct search on any potential property to be bought.*" The skills-set required to conduct this due diligence on behalf of the primary Complainant in a conveyancing transaction could not have been picked up from trading AGO (Automotive Gasoline Oil) and can only be attributed to his training and background as a lawyer. Thus, the Respondent confirmed that he was willing to provide legal services "*....on my own initiative*" perhaps implying that this was not a paid service and therefore did not qualify to establish a client – lawyer relationship. The analogy that comes to mind is a lawyer claiming that pro bono legal services do not qualify as legal services simply because the client is unable to pay for the service provided. Suffice to say, whether pro bono or paid, the same standard is expected of a legal practitioner, namely - professionalism and utmost good faith.

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16. A final consideration is whether the primary Complainant may have mistaken a family friendship or pastoral care from the Respondent (in his capacity as a Pastor), for a client-lawyer relationship. The Committee is satisfied in this respect that there was not one iota of evidence to support this wild conjecture. The primary Complainant asserted without contradiction that he was introduced to the Respondent by the Respondent's wife who recommended her husband to the primary Complainant for legal services. Ultimately, the fact that the primary Complainant relied on the Respondent as a legal practitioner was established both from the testimony of the primary Complainant and the testimony of the Respondent. The only point of

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divergence in their testimony was the allegation by the Respondent that the Complainant procured someone to conduct the search on his behalf, whom the Respondent admits he nonetheless guided and thus supervised, the implication being that this individual is either not a legal practitioner, or, if a legal practitioner, not skilled in this area of law, necessitating the guidance and supervision of the Respondent. Were the Respondent's version of the facts to be accepted as credible, it still does not change the fact that the primary Complainant relied on him as a legal practitioner and thus established firmly the existence of a client-lawyer relationship between the two parties.

17. It is not in contention that the primary Complainant gave the sum of N8,000,000 (Eight Million Naira) to the Respondent. The Respondent has not denied this fact. The Respondent alleges that the sum was given to him as a loan to be used for his business for a period and rather than be repaid in cash, to utilize same to purchase a property for the Complainant thereafter. It is trite that he who alleges must prove and the onus of proof thus shifts to the Respondent to establish the existence of the loan agreement. *Reynolds Construction Co. Ltd v. Okwejinor (2002) FWLR (pt.121) @ 1934 @ 1942; Adedeji v. Oloso (2007) 3 MJSC 56; Imana v. Robinson (1979) 3-4 SC*. Furthermore, the Respondent must not only establish the existence of the loan, he must establish the facts by way of concrete and credible evidence. *Gateway Bank Plc v. Abosede (2001) FWLR (pt. 179) 1 Ogwule Ankpa Coop. Group Farming Society v. Nigeria Agric Cooperative Bank Ltd (1999) 2 NWLR (pt.590)234*. Not one shred of evidence was produced in support of this allegation. The Respondent testified as the sole witness and did not attach any documents in support of his assertion. Nonetheless, the Committee took a dispassionate look at all the Evidence including the documentary evidence that are not in dispute, to determine if there is any

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evidence in support of this assertion. Having done so, the fact that the sum was paid to the Respondent's business account may well have lent some credence to this assertion were it not for the admitted fact testified to by the primary Complainant in his witness statement Para. 4 and not denied by the Respondent, that when he bought his first house in Festac Town in 2002, he made payment to the Respondent's La Stunt business account for the Respondent's legal services in assisting with the searches and preparing legal documentation for the acquisition of the property. The Respondent did not deny this, thus elevating the primary Complainant's testimony in this regard to an uncontroverted fact. This being the case, it is plausible and credible that the primary Complainant would make payment again to Respondent's business account for a transaction in which he is once more relying on the Respondent as his lawyer and legal adviser. It is trite and well established that 'he who asserts, must prove', thus, the burden shifts to the Respondent to provide evidence in support of his assertion that the sum of N8,000,000 (Eight Million Naira) was given to him as a business loan. Where is the loan agreement? On what terms was this money advanced? What was the rate of return? What is the term of the loan and when exactly was it supposed to be returned and allocated to the purchase of property? What type of property was the Respondent to purchase with it, or is it the same property the primary Complainant said he found and had agreed a price of N8,000,000.00 with the owner? There is a distinct and malodorous paucity of detail in relation to this alleged loan that suggests it is a mere fabrication of a desperate imagination clutching at straws to defend the indefensible rather than towing the path of honour and admitting to reprehensible conduct unworthy of a member of this noble profession.

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18. The rule of law is the bedrock of civilized society and the legal profession its cornerstone, hence the duty incumbent on every member of the profession

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to conduct themselves in a manner that will not undermine confidence in the rule of law and the profession.

Misapplying clients' funds, retaining for personal use rather than completing the client's instructions, is a heinous and unforgivable offence against the profession and society as a whole as such acts undermine confidence in the profession and the rule of law to which the profession is rightly perceived by society as its gate keeper and guardian. Indeed, the Committee aligns with the statement per J.B. Daudu SAN in **Nigerian Bar Association v. Chikwendu Kalu Esq. (2013-2014) 2 D & R LPDC 141 @ 156**, wherein he stated:

"It is obvious that no semblance of justice has been meted to the aggrieved party. We cannot fold our hands and allow the image and integrity of this noble profession to be dragged in the mud by the likes of the Respondent. There is no doubt here that the acts of infamous conduct referred to above arose from the Respondent's discharge of his duty as a legal Practitioner. We have held times without number that a lawyer occupies qua his client and society a position of trust and fiduciary relationship. The balance of the society will be irreparably damaged if lawyers cannot be trusted by their clients and society. We are of the firm view and we so find that the Respondent not only acted irresponsibly but fraudulently and to the detriment of his client and the Legal Profession. Lawyers must take heed and not play the tin-god in a society which is dependent on their knowledge, honesty and fiduciary dependability. If lawyers cannot be trusted who then should the people trust? It is time that the profession rid itself of dishonest characters in their midst". "

19. In conclusion, the Committee having carefully considered all the evidence and the submissions of parties by way of written arguments supported by

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relevant authorities, finds that the Complainant has discharged the burden of proof on the balance of probabilities and has thus made out a case of professional misconduct against the Respondent as contained in Counts 1 and 2 of the 2 Count Complaint brought against the Respondent.

19. DIRECTION

We, The Legal Practitioners Disciplinary Committee, hereby find the Respondent, **NNAMDI OSUJI** also known as **NNAMDI OSUJI PATRICE**, Esq, a lawyer called to the Bar in 1992 with enrolment number SCN020502, guilty of infamous conduct in the course of the performance of his duty as a Legal Practitioner as set out in counts 1 and 2 of the complaint by the Incorporated Trustees of Nigerian Bar Association dated 4th March, 2020 contrary to Rule 1 of the Rules of Professional Conduct for Legal Practitioners 2007 and punishable under S. 12(1) of the Legal Practitioners Act Cap. L Vol.11 Laws of the Federation of Nigeria 2004 as amended.

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We **DIRECT** and **Order** that;

He be, and, is hereby, (i) **STRUCK OFF THE ROLL OF LEGAL PRACTITIONERS** from the date of this Direction, in accordance with the provisions of Rule 22 (a) of the Legal Practitioners Disciplinary Committee Rules, 2020. We further **DIRECT** that the Respondent repay the outstanding amount of ₦7,000,000 to the Complainant within 6 months of the date of this Direction.

The Chief Registrar of the Supreme Court is hereby **DIRECTED** and ordered to effect the above Order and to make a notation of this **DIRECTION** against the name of the Respondent, **NNAMDI OSUJI** also known as **NNAMDI OSUJI PATRICE, Esq.** on the Roll of Legal Practitioners. This Order shall

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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 Respondent, (the presence of the Respondent at the proceeding 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 also be served on the President of the Nigerian Bar Association who will take steps to notify the General Council of the Bar, 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, President of the Court of Appeal, the Honourable Chief Judge of the High Court of the FCT, Federal High Court and the High Court of all other States of the Federation, President of the Customary Court of Appeal of all the States of the Federation and the FCT, the Customary Court of all the States of the Federation and the heads of all other Courts wherein a legal practitioner is entitled to audience by virtue of his office as a 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, the Commissioner of Police of Lagos State and the respective Commissioners of Police in the other States of the Federation.

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This shall be the Direction of this Committee.

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Dated at Abuja this 14th day of January, 2021.

Signed:



1. **EMMANUEL C. UKALA S.A.N.**
Chairman, Legal Practitioners Disciplinary Committee.



2. **EBENEZER OBEYA, ESQ**
MEMBER



3. **AHMED MUSTAPHA GONIRI, ESQ**
MEMBER

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4. **HON. SULAIMAN USMAN, SAN**
MEMBER



5. **BOMA AYOMIDE ALABI, OON SAN**
MEMBER

