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Friday, August 30, 2024.

**RONCHESS GLOBAL RESOURCES PLC'S REJOINDER TO SAHARA
REPORTERS' PUBLICATION OF 28TH AUGUST, 2024**

**PASTOR ADEOLU ADEBOYE WAS NEVER AWARDED ANY CONTRACT BY
THE KADUNA STATE GOVERNMENT**

The attention of the Management of Ronchess Global Resources Plc. (hereinafter referred to as "Ronchess" or "the Company") has been drawn to an online publication published by Sahara Reporters on the 28th of August, 2024. While the company finds it needless and inessential to join issues with the authors of the publication, it would however be necessary to put the facts straight in a bid not to mislead the public.

Facts remain that sometime in 2018, Ronchess did demonstrate its capacity to construct asphalt resurfacing roads within and around the Kaduna State Government House. This was done *pro bono* for the Kaduna State Government. Thereafter Ronchess made a proposal for the Junction Improvement solution at the Sokoto Bank Road, Kaduna State. The design for the Junction Improvement was done by Ronchess and approved by the Kaduna State Government hence, a public procurement of the Contract and other road contracts were initiated by the Kaduna State Government. Based on the above, Ronchess being a Construction company, was one of the numerous companies which bid for the Contracts. The Contract was eventually awarded to Ronchess after due process of law and also considering the qualities of similar contracts earlier executed for the Kaduna State Government by Ronchess. At this time, (i.e. 2020) Pastor Adeolu Adeboye was not yet a Board Member of Ronchess.

Imperative to state are that prior to the bidding of the 2020 Contracts by Ronchess, the Company (i.e. Ronchess) had earlier successfully executed some construction projects for the Kaduna State Government. These contracts include:

- i. The construction of the State High Court road.
- ii. The construction of the Government Guest House, Alimi road.
- iii. The construction of the House of Assembly Lugard Hall road.
- iv. Construction of the road at Junction Improvement along Sokoto/Bank road.

- v. Asphalt resurfacing and construction of parking Lots in Governments House (Life Camp) etc.
- vi. The construction of Sir Kashim Ibrahim House road
- vii. The construction of the State House Road.
- viii. Re-modelling of Muritala Square, Race Course Kaduna and parking Lots.

Apt to state is that the above Contracts paid for by the Kaduna State Government were successfully executed and delivered by Ronchess to the Kaduna State Government within the shortest possible time. As a matter of fact, Certificates of completion were also issued and signed in favour of Ronchess by the Kaduna State Government.

Based on the execution of the above contracts and after the successful execution of the Sokoto Bank road that went viral, the Government of Kaduna State in year, 2020, again awarded the followings Road contracts to Ronchess:

Kaduna Road Projects under Kaduna Urban Renewal Road Component

- i. The Isa Kaita Road
- ii. The Sultan Road
- iii. The Waziri-Maccido
- iv. The PAN Drive Road
- v. The Katuru-Badarawa road.

Zaria Road Projects under Zaria Urban Renewal Road Component

- i. The Kofar Doka Bridge.
- ii. Wusasa Dan Magaji-Nagoyi-River Galma Bridge Road with Clover Interchange.

Due to the inflation and additional works to be done which were not contemplated in the original contract agreement, the **Kaduna Roads Projects** Contract sum were revised from **N10, 962, 393, 459. 76.** to **N15, 393, 429, 595. 10** while the **Zaria Roads Projects** sum were revised from **N8, 739, 403, 114. 74** to **N17, 262, 790. 888. 60.** At all material times relevant to the bidding and award of the contracts which occurred in year 2020, Pastor Adeolu Adeboye was never a Board Member of the Company. Pastor Adeolu became a Board Member of the Company in 2021.

In executing these projects, the mobilization fee was given with Advance Payment Guarantee (APG) provided by Ronchess and after utilizing the APG. The APG was duly discharged by the Kaduna State Government after the certification of work done by the Kaduna State Government Consultants. This led to the issuance of Certificate Valuation which enable the contractors to apply for further payment in execution of the ongoing projects upon milestones of work done.

At some point, the Kaduna State Government was unable to keep their own side of the obligations in funding the road projects for over 6 months and Ronchess had to source for funds from its purse to execute each of the phases of the project with the hope that it (Ronchess) would be reimbursed by Kaduna State Government after a satisfactory completion/execution of the phases. It was the agreement that payments for the works already done by Ronchess were to be made to Ronchess via Certificate Valuations jointly prepared by Ronchess and the Kaduna State Consultants. Based on the above, Ronchess sourced for funds and executed some sections of the Contracts. Certificates of performance were duly issued by Kaduna State Government, some of which payments have not been made, resulting in indebtedness to Ronchess.

Consequent on the above facts, it is however a blatant falsehood that the projects were abandoned. The following are the analysis of the projects:

- i. The Isa Kaita Road: 100% completed and commissioned with pictorial evidence.**
- ii. The Waziri-Maccido: 100% completed and commissioned with pictorial evidence.**
- iii. The Sultan Surame Road: 86% completed. Government failed to release funds for the completion.**
- iv. The Dan magaji Bridge: 100% completed.**
- v. The Kofar Dokka bridge with Cloverleaf Interchange road: 60% completed. The Government failed to pay compensation to owners of houses that are to be demolished for the construction of the Road.**
- vi. The PAN Drive Road: 48% completed because the delay is from the Kaduna State Government. The Government failed to pay compensation to owners of houses that are to be demolished for the construction of the Road.**
- vii. The Katuru-Badarawa road: Construction works are yet to begin because the Kaduna State Government has failed to pay compensation to owners of houses that are to be demolished for the construction of the Road.**
- viii. Wusasa Road: 60% Completed.**

Sometime in November, 2023, the Kaduna State House Committee on Works set up a find-finding enquiry in a bid to probe/investigation all the projects done by Ronchess for the purpose of determining the level of works already done. During the enquiry, it was discovered by the said House Committee that the Kaduna State Government ought to pay Ronchess after the Engineers on the Construction sites presented their documents.

For a Period of over 6 months, there were accumulated unpaid invoices (i.e. from April to October, 2022) but Ronchess kept sourcing for funds to execute the

Contract. Ronchess continued to execute the contracts until the Kaduna State Government failed to pay to Ronchess the sum of **N1, 391, 782, 486. 45** quoted in the Certificate Valuation 10 presented to the Kaduna State Government. The said sum of **N1, 391, 782, 486. 45** on **Certificate Valuation 10** was never paid to Ronchess even after the Kaduna State Government consultants have inspected the executed/ completed projects carried out by Ronchess. As a matter of fact, the Kaduna State Government, after inspecting the phase of the Road completed, signed that the said amount stated in the **Certificate Valuation 10** be paid to Ronchess but was never paid up till date.

It was on the basis of the failure on the part of Kaduna State Government to pay the above sum quoted in the Certificate Valuation 10 that Ronchess instituted **Suit No.: KDH/KAD/594/2024** at the High Court of Kaduna State. The Kaduna State Government instead of responding to the case instituted in Court, rushed to the House of Assembly to fabricate and concoct allegations which culminated in a probe report, which was issued by the House of Assembly while the above court action was pending. Not relenting, the Kaduna State Government again resorted to harassing the Directors of Ronchess with Police and officers of EFCC on civil issues already submitted to Court for adjudication.

At the behest of the Kaduna State Government, invitation letters were sent to the management of Ronchess by EFCC and the Nigeria Police during the pendency of **Suit No.: KDH/KAD/594/2024**. On getting wind of the fact that the officials of the EFCC and the Police are making frantic efforts to arrest and detain any staff of Ronchess at the behest and instigation of Kaduna State Government in respect of the same Contract, the said Directors instituted an action against the EFCC and the Police at the Federal High Court, Lagos to protect their right to personal liberty. It is the case of the said Directors that EFCC should not and ought not to dabble into purely civil cases.

Based on Ronchess Directors' application, the Federal High Court made an Order in the interim restraining the EFCC and Police from arresting the Directors of Ronchess pending the hearing and final determination of a motion on notice. On seeing that EFCC and the Police had been restrained, the Kaduna State Government has again approached the ICPC in a bid to ensure that the Directors of Ronchess are invited, arrested and detained. The EFCC has willfully leaked the court papers to Sahara Reporters through their counsel to embarrass and scandalize Pastor Enoch Adeboye who is not the owner of Ronchess (a public coated company), Ronchess and its Directors, without justification and therefore suppressing the real facts of the case.

It would interest the public to know that Pastor Adeolu Adeboye is not even a Shareholder in Ronchess. The Sahara Reporters' publication was no doubt

maliciously, unkindly and spitefully targeted at him because of his vintage position.

It would also interest the general public to know that the person of Miss Adebimpe Adeboye said to be the wife of Pastor Adeolu Adeboye is not even related to him (Pastor Adeolu) at all. It is just a coincidence that Miss Adebimpe Adeboye bears the same surname with Pastor Adeolu Adeboye. It is manifestly clear that the publication is aimed at maligning and denigrating the names and persons of Pastor Enoch Adeboye and Pastor Adeolu Adeboye who was not even a Board member of Ronchess at all material times relevant to the award of the contracts.

While we admit that Pastor Adeolu Adeboye is presently a Director in Ronchess, it must however be stated that Ronchess is a legal entity duly registered in Nigeria with full legal capacity. Pastor Adeolu Adeboye being a Nigerian like you and I, is allowed by Nigerian laws to participate in any legitimate business he so desires. Ronchess indeed executed several contracts in Kaduna State that transformed the State and it is entitled to be paid as such. Imperative to state is that there is a huge difference between a company as a legal entity and its Directors and as a matter of fact, Pastor Adeolu Adeboye is not the only Director of the Company. The entire facts culminating into the Directors' persecution is purely civil in nature.

The Company is aware of its rights under the law including the express provisions of Section 8 (1) and (2) of Administration of Criminal Justice Act which provides that:

"A suspect shall:

- 1. (a) be accorded humane treatment, having regard to his right to the dignity of his person; and***
(b) not be subjected to any form of torture, cruel, inhuman or degrading treatment.
- (2) A suspect shall not be arrested merely on a civil wrong or breach of contract.***

It is Apt to reiterate again that:

1. The projects were at no time abandoned by Ronchess when the Kaduna State Government paid for the works done.
2. The said Pastor Adeolu Adeboye being attacked in the Sahara Reporters' Publication at no time and point collected money to execute any contract for the Kaduna State Government.
3. In fact, Pastor Adeolu Adeboye was not even instrumental to the award of the contracts.

4. He (Pastor Adeolu) was neither a Board member nor a Shareholder of Ronchess at the time the Contract was awarded to Ronchess.
5. As erroneously painted by Sahara Reporters, the person referred to as Pastor Adeolu Adeboye's wife (i.e. Miss. Adebimpe Adeboye) is not even related to Pastor Adeolu. In fact, Pastor Adeolu's wife is neither a Director in Ronchess nor secured any contract for Ronchess.

In view of the spurious allegations in the Sahara Reporters' Publication, the Company and its Directors have contacted its Legal Representative to know their rights under the law. We shall in due course respond to the libelous publication after upon the receipt of further instructions from Ronchess.

Yours faithfully,

ADESOJI ADEDOYIN, ESQ.