

**IN THE FEDERAL HIGH COURT OF NIGERIA**  
**IN THE ABUJA JUDICIAL DIVISION**

**HOLDEN AT ABUJA**

SUIT NO: PHC/ABJ/C8/109/2026

**BETWEEN:**

**CHIEF JIBRIN SAMUEL OKUTEPA, SAN**

**PLAINTIFF**

**AND**

**QATAR AIRWAYS**

**DEFENDANT**



**WRIT OF SUMMONS**

You are hereby commanded that within **thirty days** after the service of this writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in an action at the suit of the Plaintiff; and **TAKE NOTICE** that in default of your so doing the Plaintiff may proceed therein and Judgment may be given in your absence.

**DATED THIS 19<sup>TH</sup> DAY OF JANUARY, 2026.**

**REGISTRAR**

**MEMORANDUM TO BE SUBSCRIBED ON THE WRIT**

**N.B:**

This Writ is to be served within twelve (12) calendar months from the date of issuance, thereof, or if renewed, within six (6) calendar months from the date of the last renewal, including the day of such date, and not afterwards. The Defendant may enter appearance personally or by a Legal Practitioner either by handing the appropriate forms duly completed at the Registry of the Federal High Court of the Judicial Division in which the action is brought or by sending them to the Registry by registered post.

**ENDORSEMENT TO BE MADE ON THE WRIT BEFORE ISSUE THEREOF**

**WHEREOF** the Plaintiff claims against the Defendant as follows:

**Declarative Reliefs**

- I. **A DECLARATION** that the Plaintiff having paid for, and duly issued a valid electronic ticket for the Plaintiff's **Abuja-Toronto-Abuja** trip, a binding contract of carriage [inclusive of all representations, warranties and ancillary undertakings embodied therein] was created between the Plaintiff and Defendant.
- II. **A DECLARATION** that the failure, neglect or refusal of the Defendant to provide the agreed transit visa [assistance] to the Plaintiff, as expressly represented, constitutes a fundamental breach of the contract of carriage between the Plaintiff and the Defendant.
- III. **A DECLARATION** that the Defendant's conduct in ignoring, neglecting, disregarding or otherwise abandoning the Plaintiff at the Doha International Airport on **29<sup>th</sup> October, 2025** and at the Toronto Pearson International Airport on **10<sup>th</sup> November, 2025**, without the agreed transit visa assistance, hotel accommodation, feeding and other reasonable support, amount to or constitute negligence, breach of duty of care owed the Plaintiff by the Defendant under the contract of carriage between them.
- IV. **A DECLARATION** that the decision of the Defendant to prevent, hinder, refuse, block, inhibit or otherwise disentitle the Plaintiff from boarding the Defendant's Toronto-Doha flight on **10<sup>th</sup> November, 2025** is deliberate, unwarranted, unconscionable, premeditated, insensitive, condemnable, callous, actionable and same amounts to wrongful denial of boarding and, as well, a breach of the contractual and legal obligations owed by the Defendant to the Plaintiff under the contract of carriage.



- V. **A DECLARATION** that the Defendant's conduct, in the overall analysis of this case, amounts to unfair, unconscionable and oppressive trade practice, an affront to and a deliberate breach of the duty of care owed the Plaintiff by the Defendant under the contract of carriage.

### Injunctive Orders

- VI. **AN ORDER** commanding, compelling or otherwise mandating the Defendant to publish in a National Newspaper (in Nigeria) and on its website, a clear and well-worded written apology for the monumental embarrassment, avoidable expenses, emotional stress, psychological torture, untold hardship, etc., which the Plaintiff was subjected to as a result of the Defendant's actions, to wit, neglect, refusal and or the failure to provide the Plaintiff with the agreed transit visa, hotel accommodation and denial of boarding on **10<sup>th</sup> November, 2025** at Toronto, Canada.
- VII. **AN ORDER** commanding, compelling or otherwise mandating the Defendant to publish forthwith, an undertaking on its website, to the effect that its business and or operations, customer care culture, etc., shall henceforth -
- a. **comply with international best practices;**
  - b. **comply with acceptable form of corporate social responsibility;**
  - c. **comply with decent, cognizable and standard corporate governance culture;**
  - d. **be decent, adept, efficient, proficient, effective, and devoid or bereft of any form of ineptitude.**

### Monetary Claims

#### **Special Damages**

- VIII. **A SUM OF USD 2,416 (Two Thousand, Four Hundred and Sixteen United States Dollars) only**, being and representing the value/refund of the

unused portion of the **Abuja–Toronto–Abuja** business class ticket issued by the Defendant to the Plaintiff.

- IX. **A SUM OF USD 500 (Five Hundred United States Dollars) only**, being the cost of feeding and other incidental expenses incurred by the Plaintiff at the Doha International Airport on **29<sup>th</sup> and 30<sup>th</sup> October, 2025**.
- X. **A SUM OF USD 224.95 (Two Hundred and Twenty-Four United States Dollars, Ninety-Five Cents) only**, being the cost of a 1-night accommodation at the Hilton Toronto Airport Hotel, on **10<sup>th</sup> November, 2025**.
- XI. **A SUM OF USD 500 (Five Hundred United States Dollars) only**, being the cost of feeding and incidental expenses incurred by the Plaintiff in Toronto, Canada on 10<sup>th</sup> and 11<sup>th</sup> November 2025.
- XII. **A SUM OF USD 3,668.13 (Three Thousand, Six Hundred and Sixty-Eight United States Dollars, Thirteen Cents) only**, being the cost of an Ethiopian Airline Business Class ticket (Toronto–Abuja) purchased by the Plaintiff on 11<sup>th</sup> November, 2025 as a direct consequence of the Defendant's wrongful refusal to board him on 10<sup>th</sup> November, 2025.

### **General Damages**

- XIII. **A SUM OF 500,000 (Five Hundred Million Naira only)**, being and representing general damages for the deliberate, willful, unconscionable, condemnable, actionable and negligent act and actions of the Defendant in flagrantly breaching the terms, representations, warranties and undertakings made by it to the Plaintiff under the contract of carriage which breach has occasioned on the Plaintiff avoidable financial losses, psychological and emotional torture, mental stress, etc.



**Exemplary and Aggravated Damages**

- XIV. **A SUM OF USD 500,000.00 (Five Hundred Thousand United States Dollars)** on the footing of exemplary and aggravated damages.
- XV. **INTEREST AT 21% per annum** on the sums stated in paragraphs VII – XIV above from 10<sup>th</sup> November 2025 until judgment, and, thereafter, at the rate of 15% per annum until final liquidation.
- XVI. **A SUM OF ₦50,000,000.00 (Fifty Million Naira) only** being the cost of this action.

**Omnibus Relief**

- XVII. **SUCH FURTHER OR OTHER ORDERS** as this Honourable Court may consider just and appropriate in the circumstances of this case.

This writ was issued by **HIGH CHIEF A. A. MALIK, SAN** of A. A. MALIK, SAN & CO. whose address for service is No. 2 Princess Oguneye Street, Guzape, Abuja.

**ENDORSEMENT TO BE MADE ON COPY OF WRIT FORTHWITH AFTER SERVICE**

This Writ was served by me at \_\_\_\_\_ on the Defendant by \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

(Signed) \_\_\_\_\_

Address \_\_\_\_\_

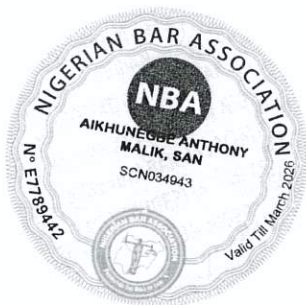
*The Registry, Federal High Court*

In the \_\_\_\_\_ Judicial Division

A sufficient Affidavit in verification of the endorsement on this Writ to authorize the sealing thereof has been produced to me this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_

(Signature of Registrar)



HIGH CHIEF AIKHUNEGBE A. MALIK, SAN ✓

CHRIS A. AGBITI, ESQ., CH.MC.

HENRY C. IBE, ESQ.

OSAHENI N. EKUNWE, ESQ.

HOMA O. IHUNWO, ESQ.

EDWARD I. AJABA, ESQ.

DAVID E. OHAEKWUSI, ESQ.

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Plaintiff's Counsel

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Off Aliyu Modibo Street,

Guzape, Abuja.

[info@aamaliklaw.com](mailto:info@aamaliklaw.com)

07066936390

**FOR SERVICE ON:**

**THE DEFENDANT**

QATAR AIRWAYS

NDPHC Building

First Floor, 1490

Samuel Ademulegun Avenue

Central Business District

Abuja.



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IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT ABUJA

SUIT NO: \_\_\_\_\_

BETWEEN:

CHIEF JIBRIN SAMUEL OKUTEPA, SAN - PLAINTIFF

AND

QATAR AIRWAYS - DEFENDANT

STATEMENT OF CLAIM

A – PARTIES

1. The Plaintiff is a Legal Practitioner of long standing and a dutiful, loyal and committed member of various national and international organizations, including but not limited to the following:
  - I. **Nigerian Bar Association (NBA);**
  - II. **Commonwealth Lawyers' Association (CLA);**
  - III. **International Bar Association (IBA);**
  - IV. **African Bar Association;**
  - V. **Pan African Lawyers Association;**
  - VI. **African Regional Forum (IBA).**
2. The Plaintiff is also a **Notary Public** of the Federal Republic of Nigeria, having been so appointed by the Chief Justice of Nigeria (CJN) in 2001 and duly sworn in.
3. The Plaintiff is a **Senior Advocate of Nigeria** having been so appointed by the Legal Practitioners Privileges Committee (LPPC) and sworn in by the Chief Justice of Nigeria on the 26<sup>th</sup> August, 2011.

4. Aside being a Senior Advocate of Nigeria, the Plaintiff is a member of the Body of Benchers of Nigeria, the highest decision - making body in the legal profession in Nigeria.
5. The Plaintiff is the holder of two traditional/chieftaincy titles namely Otunba Olumofin of Ekinrin-Adde, Kogi State and Ochoudo 1 of Edem-Ani, Ogwugwu Ancient Kingdom which were conferred on him on 22<sup>nd</sup> December, 2023 and 18<sup>th</sup> November, 2025 respectively.
6. Plaintiff is widely travelled. At different times, he had travelled to different countries where he actively participated in conferences, seminars, workshops, meetings and vacations, in virtually all the continents of the world. The countries he has visited include but are not limited to the United States, the United Kingdom, United Arab Emirates, Singapore, Spain, Rwanda, Canada, Mexico, Italy, Netherlands, Uganda and Ghana.
7. In the course of the various local and international trips, the Plaintiff has patronized and flown on several local and International Airlines, some of which are - the British Airways, Lufthansa, American Airlines, Emirates Airlines, Air Canada, Air France, United Airlines, Iberia Alitalia Airlines, Ethiopian Airways, Virgin Atlantic, Arik Airlines, Air Peace Airlines, Rwanda Air, etc.
8. Plaintiff avers that as a consequence of his international status and stature, he has a large, wide and very impressive network of friends and associates around the world.



9. The Plaintiff is well-respected within the legal sphere in Nigeria. As a practicing lawyer and active Bar man, the Plaintiff has occupied various elective and appointed positions within the Nigerian Bar Association, both at the national and branch levels. At various times, the Plaintiff has held or occupied the underlisted positions, amongst others:

- i. **Financial Secretary, Nigerian Bar Association, Makurdi Branch (1993 to 1998);**
- ii. **Publicity Secretary of the Nigerian Bar Association, Makurdi Branch;**
- iii. **Secretary, Nigerian Bar Association, Makurdi Branch (2004-2006);**
- iv. **1<sup>st</sup> Vice Chairman of the Nigerian Bar Association (2006-2008).**

10. The Defendant is an International commercial airline engaged in the business of air transportation of passengers for financial reward. The Defendant is licensed by the Nigerian Civil Aviation Authority (NCAA) to operate, and indeed operates flights into and out of Nigeria.

11. The Defendant has and maintains offices in different parts of Nigeria, including at the Nnamdi Azikiwe International Airport, Abuja and at NDPHC Building, First Floor, 1490 Samuel Ademulegun Avenue, Central Business District Abuja.

## **B – Preliminaries**

12. The Plaintiff states that since the year 2009, he has been attending the annual conference of the International Bar Association (IBA). Thus, in line with his resolve towards continuous legal education and self-development, the Plaintiff registered for the 2025 Annual Conference of the IBA which held from 3<sup>rd</sup> - 7<sup>th</sup> of November, 2025 in Toronto, Canada.

## C – Facts of the Case

13. The Plaintiff states that in order to facilitate his physical attendance at the 2025 IBA Conference in Toronto, he paid for and procured a return business class ticket from the Defendant. By the terms of the ticket, the Plaintiff was billed to depart Abuja on **29<sup>th</sup> October, 2025** and return on **10<sup>th</sup> November, 2025**. During the trial, the Plaintiff shall found upon electronic ticket duly issued by the Defendant.

14. The Plaintiff avers that the decision to patronize and fly with the Defendant to and from Toronto was a sequel to series of promotional mails sent by the Defendant to the Plaintiff's *Google mail* at different times, advertising or promoting the ticket which, according to the representations made by the Defendant, included a transit visa to Doha, hotel accommodation in Doha and other perquisites. Copies of the promotional emails sent to the Plaintiff and displayed/published on the Defendant's website shall be relied upon during trial.

15. In consequence of the fact pleaded above, the Defendant forwarded to the Plaintiff, by email, the Plaintiff's electronic ticket and in the said mail, the Defendant requested the Plaintiff to upload and send certain documents to facilitate the processing of his transit visa to Doha, as agreed.

16. Less than 24 (Twenty-Four) hours upon receipt of the Defendant's email stated in paragraph 15, supra, the Plaintiff uploaded and sent the requested documents to the Defendant as follows: colour copy of his passport and passport photograph. Copies of the email correspondence stated in paragraphs 15 and 16, supra shall be tendered and relied upon during trial.



17. The Plaintiff avers that following his compliance with the Defendant's request, the Defendant, yet again, sent to the Plaintiff, a "**Qatar Airways Holidays (USD) Booking Confirmation [QQ32CK0D]**" email confirming the Plaintiff's reservation, highlighting his flight details and attaching several files including a Stopover for the Purpose of Connection (STPC) Confirmation Receipt. The STPC Confirmation Receipt detailed the Plaintiff's booking in Millenium Plaza Doha Hotel for the duration of his transit in Doha. At the trial of this suit, the Plaintiff shall found on the said documents.

18. The Plaintiff states that in the electronic ticket issued to him as well as the STPC Confirmation Receipt together with the various emails sent by the Defendant to him, the underlisted services, representations, warranties and or undertakings were conveyed by the Defendant to the Plaintiff:

- i. **Provision of a valid, useable business class return ticket [Abuja-Torono-Abuja];**
- ii. **A transit visa to Qatar;**
- iii. **1-night hotel accommodation in Doha on 29<sup>th</sup> October, 2025;**
- iv. **3 nights hotel accommodation in Doha [11<sup>th</sup> November, 2025 – 13<sup>th</sup> November, 2025;**

19. The Plaintiff avers that despite confirmation of the Plaintiff's reservation Stopover for the Purpose of Connection, the Defendant failed to provide the Plaintiff with the agreed transit visa. On several occasions before the Plaintiff's scheduled trip, he visited the Defendant's Abuja office to make complaints about the Defendant's failure to provide the requisite transit visa, but the Defendant's staff consistently assured the Plaintiff that the

absence of the visa would not affect or impact his travel and that the visa would be delivered to him before his departure date or upon arrival in Doha.

20. The Plaintiff avers that on **29<sup>th</sup> October 2025**, he reported at the Defendant's check-in counter at the Nnamdi Azikiwe International Airport, Abuja, and he was accordingly checked in to the Abuja- Doha flight without any let or hinderance.

21. Notwithstanding the fact that the Plaintiff was checked into the Abuja- Doha flight seamlessly, he nevertheless complained to the Defendant's ground staff about the failure of the Defendant to provide him the agreed transit visa, as covenanted by the Defendant. The Defendant's agent who handled the check in formalities of the Plaintiff repeatedly assured the Plaintiff that the Defendant's ground staff at Doha International Airport would be ready with the visa by the time the Plaintiff arrives in Doha.

22. The Plaintiff states that when he arrived Doha around 10 p.m (local time) and enquired from the Defendant's ground staff at the Doha International Airport about and concerning the transit visa, the Plaintiff was informed that no transit visa had been processed for him.

23. As a result of the rather shocking development highlighted in paragraphs 22, supra, the Plaintiff was unable to access and make use of any hotel accommodation. The Plaintiff, thus, had to endure an excruciating and agonizing 8-hour layover at the Doha International Airport. In the process, the Plaintiff incurred feeding and incidental expenses to the tune of USD 500 (Five Hundred United States Dollars).



24. Plaintiff states that upon completion of his 5 (five) days participation at the IBA Conference in Toronto, he returned early enough to the Toronto Pearson International Airport on **10<sup>th</sup> November, 2025**, to complete his check-in formalities and immigration protocols ahead of his Toronto – Doha flight with the Defendant which departure time was fixed for 8:10pm (local time).
25. To the Plaintiff's greatest dismay, however, the Defendant's staff who manned and attended to him at the Defendant's check-in counter at the said Toronto Pearson International Airport refused or declined to check the Plaintiff into the flight on the ground that the Plaintiff did not have the required transit visa to Doha.
26. The Plaintiff who was thoroughly embarrassed by this development explained to Defendant's officer that provision of the transit visa was the responsibility of, or obligation on the part of the Defendant. The Plaintiff asserted and urged the Defendant's staff not to unduly and unjustifiably punish him for the sins or transgression of the Defendant.
27. The Plaintiff states that all appeals, pleas and entreaties to the Defendant's staff at the Airport, including its Station Manager who was on duty on the fateful day to allow or permit the Plaintiff to board the Toronto–Doha flight, were roundly rejected and rebuffed as the Defendant insisted that the Plaintiff will not be checked into the flight without proof that he possesses a valid transit visa.
28. Once it became very apparent that the Defendant's staff were adamant and unyielding, the Plaintiff pointedly informed the Defendant's staff that he was no longer interested in transiting to Doha,

and, accordingly, requested that his ticket be amended to enable him catch the next available Doha-Abuja flight upon arrival in Doha.

29. Just as the Plaintiff was initially rebuffed and denigrated by the Defendant, his subsequent request as stated in paragraph 28 supra, was met with a demand by the Defendant for the Plaintiff to pay a sum of USD 5000 as fee in order for changes to be made or effected on the ticket.
30. As the Plaintiff did not yield to the Defendant's unreasonable demand for the payment of USD 5000, the Plaintiff was denied boarding by the agents of the Defendant until the Defendant closed its counter in Toronto and left the Plaintiff stranded and unattended to without making any arrangements to fly the Plaintiff back to Nigeria.
31. The plaintiff finally left the Defendant's counter/office and or terminal at the **Toronto Pearson International Airport** at about 11 p.m local time and headed straight to the Hilton Hotel, Toronto Pearson International Airport where he paid a sum of **USD 224.95 (Two Hundred and Twenty-Four United States Dollars)** to secure a room accommodation for the night.
32. In the morning of **11<sup>th</sup> November, 2025**, the Plaintiff eventually had to purchase a fresh **Ethiopian Airline** Business Class ticket for a sum of **USD 3668.13 (Three Thousand, Six Hundred and Sixty-Eight Thousand United States Dollars, Thirteen Cents)** to enable him depart Toronto, so as to be reunited with his family and loved ones.
33. Plaintiff states that since he started to make international trips out of Nigeria as highlighted in paragraphs 5 and 6 supra, he had never experienced anything close to the emotional, psychological, mental



and financial trauma, stress, and strain that he encountered in the hands of the Defendant between 29<sup>th</sup> October, 2025 and 10<sup>th</sup> November, 2025.

34. The Plaintiff avers that by a letter dated **14<sup>th</sup> November, 2025**, his Solicitors escalated the Plaintiff's harrowing experience to the Defendant, with clear and unambiguous demands arising from the wrong the Plaintiff suffered as a result of the Defendant's negligent conduct. A copy of this letter shall be found upon during trial.

35. Further to the facts stated in paragraph 34, supra, the Plaintiff states that up till the time of instituting this action, the Defendant has failed, refused or neglected to respond to the Plaintiff's letter, neither has it complied with the simple demands contained therein.

36. The Plaintiff contends that the avoidable expenses which he incurred on 29<sup>th</sup> October, 2025 at Doha as well as on 10<sup>th</sup> - 11<sup>th</sup> November, 2025, together with the psychological, emotional and mental torture that he experienced on the same days and even thereafter were precipitated or accentuated by the failure, neglect and refusal of the Defendant to provide the Plaintiff the services which it covenanted to render by virtue of the contract of carriage between them as highlighted in paragraph 18, supra.

37. During trial, the Plaintiff shall contend that the Defendant carried on its business without any form of corporate social responsibility and in flagrant violation of all known corporate governance principles. Additionally, the Plaintiff shall demonstrate that the Defendant is in the habit of and derives gusto from treating its Nigerian passengers/customers with scorn, contempt and indignity.

38. Additionally, the Plaintiff states that during trial, he shall demonstrate that that he is entitled to and the Defendant is obligated to him, sequel to a breach of fundamental terms of the contract of carriage duly and voluntarily entered into by the parties, as follows:

#### **Particulars of Special Damages**

|              |   |                     |
|--------------|---|---------------------|
| i.           | <b>Cost/value of the unused portion of the Abuja-Toronto-Abuja business class Qatar Airways ticket</b>  | <b>USD 2,416</b>    |
| ii.          | <b>Cost of feeding and incidental expenses at the Doha International Airport on 29<sup>th</sup> and 30<sup>th</sup> October, 2025</b>                                 | <b>USD 500</b>      |
| iii.         | <b>Cost of a night accommodation at the Hilton Hotel, Toronto Pearson International Airport, Toronto on 10<sup>th</sup> November, 2025</b>                            | <b>USD 224.95</b>   |
| iv.          | <b>Cost of feeding and other incidental expenses at the Hilton Hotel, Toronto Pearson International Airport on 10<sup>th</sup> and 11<sup>th</sup> November, 2025</b> | <b>USD 500</b>      |
| v.           | <b>Cost of a Business Class Ethiopian Airline Ticket [Toronto – Addis Ababa – Abuja] on 11<sup>th</sup> November, 2025</b>  | <b>USD 3668.13</b>  |
| <b>Total</b> |   | <b>USD 7,309.08</b> |



## **D – Breach of Contract**

39. The Plaintiff avers that the Defendant's failure and refusal to provide him the requisite transit visa to facilitate his entry into and out of Qatar, as highlighted above, constitutes a fundamental breach of the contract of carriage between them.

40. Further to paragraph 39, supra, the Plaintiff avers that the breach goes to the root of the contract and deprived the Plaintiff the very essence of the agreement.

## **E – Fraudulent & Misleading Misrepresentation and Estoppel**

41. The Plaintiff contends that going by the Defendant's antecedents and having regards to the peculiar facts of this case, the Defendant's representations concerning or regarding transit visas and accommodation provisions were false, misleading, fraudulent and negligently made.

42. The Plaintiff relied on the Defendant's false, fraudulent and negligent representations to his detriment.

43. The Defendant should not and ought not to resile from representations made by it to the Plaintiff and it has no right to rely on the absence of a transit visa (which it ought to provide) as a justification for refusing or denying carriage.

## **F- NEGLIGENCE & DUTY OF CARE**

44. The Plaintiff contends that the Defendant owes the Plaintiff a duty of care to:

**a. act reasonably and professionally;**

- b. provide and or render to the Plaintiff all services it covenanted to provide or render;
- c. protect the Plaintiff from foreseeable harm;
- d. give accurate, timely, and non-misleading information regarding travel and transit requirements;
- e. to render reasonable assistance where its omissions disrupted the Plaintiff's journey;
- f. to protect the Plaintiff from foreseeable inconvenience and hardship arising from its own failures;
- g. to treat the Plaintiff with dignity and fairness.

45. The Plaintiff avers that in every material particular, the Defendant breached the afore-stated duty, thereby causing the Plaintiff foreseeable and avoidable loss, damages, emotional stress, mental and psychological torture.

### **G – Reliefs Sought**

46. **WHEREOF**, the Plaintiff claims against the Defendant as follows:

#### **Declarative Reliefs**

- I. **A DECLARATION** that the Plaintiff having paid for, and duly issued a valid electronic ticket for the Plaintiff's **Abuja-Toronto-Abuja** trip, a binding contract of carriage [inclusive of all representations, warranties and ancillary undertakings embodied therein] was created between the Plaintiff and Defendant.
- II. **A DECLARATION** that the failure, neglect or refusal of the Defendant to provide the agreed transit visa [assistance] to the Plaintiff, as expressly represented, constitutes a fundamental breach of the contract of carriage between the Plaintiff and the Defendant.



- III. **A DECLARATION** that the Defendant's conduct in ignoring, neglecting, disregarding or otherwise abandoning the Plaintiff at the Doha International Airport on **29<sup>th</sup> October, 2025** and at the Toronto Pearson International Airport on **10<sup>th</sup> November, 2025**, without the agreed transit visa assistance, hotel accommodation, feeding and other reasonable support, amount to or constitute negligence, breach of duty of care owed the Plaintiff by the Defendant under the contract of carriage between them.
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- V. **A DECLARATION** that the Defendant's conduct, in the overall analysis of this case, amounts to unfair, unconscionable and oppressive trade practice, an affront to and a deliberate breach of the duty of care owed the Plaintiff by the Defendant under the contract of carriage.

#### **Injunctive Orders**

- VI. **AN ORDER** commanding, compelling or otherwise mandating the Defendant to publish in a National Newspaper (in Nigeria) and on its website, a clear and well-worded written apology for the monumental embarrassment, avoidable expenses, emotional stress, psychological torture, untold hardship, etc., which the Plaintiff was subjected to as a result of the Defendant's actions, to wit, neglect, refusal and or the failure to provide the Plaintiff with the agreed transit visa, hotel

accommodation and denial of boarding on **10<sup>th</sup> November, 2025** at Toronto, Canada.

- VII. **AN ORDER** commanding, compelling or otherwise mandating the Defendant to publish forthwith, an undertaking on its website, to the effect that its business and or operations, customer care culture, etc., shall henceforth -
- e. **comply with international best practices;**
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#### **Monetary Claims**

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### **Exemplary and Aggravated Damages**

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### **Omnibus Relief**

- XVII. **SUCH FURTHER OR OTHER ORDERS** as this Honourable Court may consider just and appropriate in the circumstances of this case.

DATED THIS 19<sup>TH</sup> DAY OF JANUARY, 2026.

  
HIGH CHIEF AIKHUNEGBE A. MALIK, SAN ✓

CHRIS A. AGBITI, ESQ., CH.MC.

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Plaintiff's Counsel

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07066936390

**FOR SERVICE ON:**

**THE DEFENDANT**

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**IN THE FEDERAL HIGH COURT OF NIGERIA**  
**IN THE ABUJA JUDICIAL DIVISION**  
**HOLDEN AT ABUJA**

SUIT NO: \_\_\_\_\_

**BETWEEN:**

**CHIEF JIBRIN SAMUEL OKUTEPA, SAN - PLAINTIFF**

**AND**

**QATAR AIRWAYS - DEFENDANT**

**WITNESS STATEMENT ON OATH OF CHIEF JIBRIN SAMUEL OKUTEPA**

I, **Chief Jibrin Samuel Okutepa, SAN**, Adult, Male, Christian and Nigerian Citizen of J. S. Okutepa SAN & Co., Plot 2202, Apo Resettlement, Adjacent At. Paul's Anglican Church, Apo Zone E, Road 4, Abuja, FCT, do hereby make oath and state as follows:

1. That I am the Plaintiff in this suit, a Legal Practitioner of long standing and a dutiful, loyal and committed member of various national and international organizations, including but not limited to the following:
  - i. **Nigerian Bar Association (NBA);**
  - ii. **Commonwealth Lawyers' Association (CLA);**
  - iii. **International Bar Association (IBA);**
  - iv. **African Bar Association;**
  - v. **Pan African Lawyers Association;**
  - vi. **African Regional Forum (IBA).**
2. That I am also a **Notary Public** of the Federal Republic of Nigeria, having been so appointed by the Chief Justice of Nigeria (CJN) in 2001 and duly sworn in.

3. That I am a **Senior Advocate of Nigeria** having been so appointed by the Legal Practitioners Privileges Committee (LPPC) and sworn in by the Chief Justice of Nigeria on the 26<sup>th</sup> of August, 2011.
4. That aside being a Senior Advocate of Nigeria, I am a member of the Body of Benchers of Nigeria, the highest decision - making body in the legal profession in Nigeria.
5. That I am a holder of two traditional/chieftaincy titles namely Otunba Olumofin of Ekinrin-Adde, Kogi State and Ochoudo 1 of Edem-Ani, Ogwugwu Ancient Kingdom which were conferred on me on 22<sup>nd</sup> December, 2023 and 18<sup>th</sup> November, 2025 respectively.
6. That I am widely travelled. At different times, I have travelled to different countries where I actively participated in conferences, seminars, workshops, meetings and vacations, in virtually all the continents of the world. The countries I have visited include but are not limited to the United States, the United Kingdom, United Arab Emirates, Singapore, Spain, Rwanda, Canada, Mexico, Italy, Netherlands, Uganda and Ghana.
7. That in the course of the various local and international trips, I have patronized and flown on several local and International Airlines, some of which are - the British Airways, Lufthansa, American Airlines, Emirates Airlines, Air Canada, Air France, United Airlines, Iberia Alitalia Airlines, Ethiopian Airways, Virgin Atlantic, Arik Airlines, Air Peace Airlines, Rwanda Air, etc.



8. That I know as a fact, that as a consequence of my international status and stature, I have a large, wide and very impressive network of friends and associates around the world.
9. That I am well-respected within the legal sphere in Nigeria. As a practicing lawyer and active Bar man, I have occupied various elective and appointed positions within the Nigerian Bar Association, both at the national and branch levels. At various times, I have held or occupied the underlisted positions, amongst others:
- i. **Financial Secretary, Nigerian Bar Association, Makurdi Branch (1993 to 1998);**
  - ii. **Publicity Secretary of the Nigerian Bar Association, Makurdi Branch;**
  - iii. **Secretary, Nigerian Bar Association, Makurdi Branch (2004- 2006);**
  - iv. **1<sup>st</sup> Vice Chairman, Nigerian Bar Association (2006-2008).**
10. That the Defendant is an International commercial airline engaged in the business of air transportation of passengers for financial reward. The Defendant is licensed by the Nigerian Civil Aviation Authority (NCAA) to operate, and indeed operates flights into and out of Nigeria.
11. That the Defendant has and maintains offices in different parts of Nigeria, including at the Nnamdi Azikiwe International Airport, Abuja and at NDPHC Building, First Floor, 1490 Samuel Ademulegun Avenue, Central Business District Abuja.
12. That since the year 2009, I have been attending the annual conference of the International Bar Association (IBA). Thus, in line with my resolve towards continuous legal education and self-development, I registered

for the 2025 Annual Conference of the IBA which held from 3<sup>rd</sup> - 7<sup>th</sup> of November, 2025 in Toronto, Canada.

13. That in order to facilitate my physical attendance at the 2025 IBA Conference in Toronto, I paid for and procured a return business class ticket from the Defendant. By the terms of the ticket, I was billed to depart Abuja on **29<sup>th</sup> October, 2025** and return on **10<sup>th</sup> November, 2025**. During the trial, I shall found upon the electronic ticket duly issued by the Defendant.

14. That the decision to patronize and fly with the Defendant to and from Toronto was a sequel to series of promotional mails sent by the Defendant to my *Google mail* at different times, advertising or promoting the ticket which, according to the representations made by the Defendant, included a transit visa to Doha, hotel accommodation in Doha and other perquisites. Copies of the promotional emails sent to me and displayed/published on the Defendant's website shall be relied upon during trial.

15. That in consequence of the fact pleaded above, the Defendant forwarded to me, by email, my electronic ticket and in the said mail, the Defendant requested me to upload and send certain documents to facilitate the processing of my transit visa to Doha, as agreed.

16. That less than 24 (Twenty-Four) hours upon receipt of the Defendant's email stated in paragraph 15, supra, I uploaded and sent the requested documents to the Defendant as follows: colour copy of my passport and passport photograph. Copies of the email correspondence stated in paragraphs 15 and 16, supra shall be tendered and relied upon during trial.



17. That following my compliance with the Defendant's request, the Defendant, yet again, sent to me, a **"Qatar Airways Holidays (USD) Booking Confirmation [QQ32CK0D]"** email confirming my reservation, highlighting my flight details and attaching several files including a Stopover for the Purpose of Connection (STPC) Confirmation Receipt. The STPC Confirmation Receipt detailed my booking in Millenium Plaza Doha Hotel for the duration of my transit in Doha. At the trial of this suit, I shall rely on the said documents.

18. That I know as a fact, that in the electronic ticket issued to me, as well as the STPC Confirmation Receipt together with the various emails sent by the Defendant to me, the underlisted services, representations, warranties and or undertakings were conveyed by the Defendant to me:

- i. **Provision of a valid, useable business class return ticket (Abuja-Torono-Abuja);**
- ii. **A transit visa to Qatar;**
- iii. **1 night hotel accommodation in Doha on 29<sup>th</sup> October, 2025;**
- iv. **3 nights hotel accommodation in Doha [11<sup>th</sup> November, 2025 – 13<sup>th</sup> November, 2025.**

19. That despite confirmation of my reservation Stopover for the Purpose of Connection, the Defendant failed to provide me with the agreed transit visa. On several occasions before my scheduled trip, I visited the Defendant's Abuja office to make complaints about the Defendant's failure to provide the requisite transit visa, but the Defendant's staff consistently assured me that the absence of the visa would not affect or impact my travel and that the visa would be delivered to me before my departure date or upon arrival in Doha.

20. That on **29<sup>th</sup> October 2025**, I reported at the Defendant's check-in counter at the Nnamdi Azikiwe International Airport, Abuja, and I was accordingly checked into the Abuja- Doha flight without any let or hinderance.
21. Notwithstanding the fact that I was checked into the Abuja-Doha flight seamlessly, I nevertheless complained to the Defendant's ground staff about the failure of the Defendant to provide me with the agreed transit visa, as covenanted by the Defendant. The Defendant's agent who handled the check in formalities for me repeatedly assured me that the Defendant's ground staff at Doha International Airport would be ready with the visa by the time I arrived in Doha.
22. That when I arrived Doha around 10 p.m (local time) and enquired from the Defendant's ground staff at the Doha International Airport about and concerning the transit visa, I was informed that no transit visa had been processed for me.
23. That as a result of the rather shocking development highlighted in paragraph 22, supra, I was unable to access and make use of any hotel accommodation. I thus had to endure an excruciating and agonizing 8-hour layover at the Doha International Airport. In the process, I incurred feeding and incidental expenses to the tune of USD 500 (Five Hundred United States Dollars).
24. That upon completion of my 5 (five) days participation at the IBA Conference in Toronto, I returned early enough to the Toronto Pearson International Airport on **10<sup>th</sup> November, 2025**, to complete my check-in formalities and immigration protocols ahead of my Toronto–Doha flight



with the Defendant which departure time was fixed for 8:10pm (local time).

25. That to my greatest dismay however, the Defendant's staff who manned and attended to me at the Defendant's check-in counter at the said Toronto Pearson International Airport, refused or declined to check me into the flight on the ground that I did not have the required transit visa to Doha.
26. That I, being thoroughly embarrassed by this development, explained to Defendant's officer that provision of the transit visa was the responsibility of, or obligation on the part of the Defendant. I asserted and urged the Defendant's staff not to unduly and unjustifiably punish me for the sins or transgression of the Defendant.
27. That all appeals, pleas and entreaties to the Defendant's staff at the Airport, including its Station Manager who was on duty on the fateful day to allow or permit me to board the Toronto-Doha flight, were roundly rejected and rebuffed as the Defendant insisted that I will not be checked into the flight without proof that I possess a valid transit visa.
28. That once it became very apparent that the Defendant's staff were adamant and unyielding, I pointedly informed the Defendant's staff that I was no longer interested in transiting to Doha, and, accordingly, I requested that my ticket be amended to enable me catch the next available Doha-Abuja flight upon arrival in Doha.
29. That just as I was initially rebuffed and denigrated by the Defendant, my subsequent request as stated in paragraph 28 supra, was met with a

demand by the Defendant for me to pay the sum of USD 5000 as fee in order for changes to be made or effected on the ticket.

30. That as I did not yield to the Defendant's unreasonable demand for the payment of USD 5000, I was denied boarding by the agents of the Defendant until the Defendant closed its counter in Toronto and left me stranded and unattended to without making any arrangements to fly me back to Nigeria.
31. That I finally left the Defendant's counter/office and or terminal at the **Toronto Pearson International Airport** at about 11 p.m local time and headed straight to the Hilton Hotel, Toronto Pearson International Airport where I paid a sum of **USD 224.95 (Two Hundred and Twenty-Four United States Dollars)** to secure a room accommodation for the night.
32. That in the morning of **11<sup>th</sup> November 2025**, I eventually had to purchase a fresh **Ethiopian Airline** Business Class ticket for a sum of **USD 3,668.13 (Three Thousand, Six Hundred and Sixty-Eight Thousand United States Dollars, Thirteen Cents)** to enable me depart Toronto, so as to be reunited with my family and loved ones.
33. That since I started making international trips out of Nigeria as highlighted in paragraphs 5 and 6 *supra*, I had never experienced anything close to the emotional, psychological, mental and financial trauma, stress, and strain that I encountered in the hands of the Defendant between 29<sup>th</sup> October, 2025 and 10<sup>th</sup> November, 2025.
34. I know as a fact, that by a letter dated **14<sup>th</sup> November, 2025**, my Solicitors escalated my harrowing experience to the Defendant, with clear and unambiguous demands arising from the wrong I suffered as a



result of the Defendant's negligent conduct. A copy of this letter shall be relied upon during trial.

35. That I know as a fact that up till the time of instituting this action, the Defendant has failed, refused or neglected to respond to the letter written by my Solicitors, neither has it complied with the simple demands contained therein.

36. I contend that the avoidable expenses which I incurred on 29<sup>th</sup> October, 2025 at Doha as well as on 10<sup>th</sup> - 11<sup>th</sup> November, 2025, together with the psychological, emotional and mental torture that I experienced on the same days and even thereafter, were precipitated or accentuated by the failure, neglect and refusal of the Defendant to provide me the services which it covenanted to render by virtue of the contract of carriage between them as highlighted in paragraph 18, supra.

37. That during trial, I shall contend that the Defendant carried on its business without any form of corporate social responsibility and in flagrant violation of all known corporate governance principles. Additionally, I shall demonstrate that the Defendant is in the habit of and derives gusto from treating its Nigerian passengers/customers with scorn, contempt and indignity.

38. That during trial, I shall demonstrate that I am entitled to and the Defendant is obligated to me, sequel to a breach of fundamental terms of the contract of carriage duly and voluntarily entered into by the parties, as follows:

### **Particulars of Special Damages**

|              |  |                     |
|--------------|--|---------------------|
| i.           | Cost/value of the unused portion of the Abuja-Toronto-Abuja business class Qatar Airways ticket  | USD 2,416           |
| ii.          | Cost of feeding and incidental expenses at the Doha International Airport on 29 <sup>th</sup> and 30 <sup>th</sup> October, 2025                                 | USD 500             |
| iii.         | Cost of a night accommodation at the Hilton Hotel, Toronto Pearson International Airport, Toronto on 10 <sup>th</sup> November, 2025                             | USD 224.95          |
| iv.          | Cost of feeding and other incidental expenses at the Hilton Hotel, Toronto Pearson International Airport on 10 <sup>th</sup> and 11 <sup>th</sup> November, 2025 | USD 500             |
| v.           | Cost of a Business Class Ethiopian Airline Ticket [Toronto – Addis Ababa – Abuja] on 11 <sup>th</sup> November, 2025   | USD 3668.13         |
| <b>Total</b> |  | <b>USD 7,309.08</b> |

39. That I know as a fact, that the Defendant's failure and refusal to provide me the requisite transit visa to facilitate my entry into and out of Qatar, as highlighted above, constitutes a fundamental breach of the contract of carriage between them.



40. That further to paragraph 39 supra, I state that the breach goes to the root of the contract and deprived me the very essence of the agreement.
41. That going by the Defendant's antecedents and having regards to the peculiar facts of this case, the Defendant's representations concerning or regarding transit visas and accommodation provisions were false, misleading, fraudulent and negligently made.
42. That I relied on the Defendant's false, fraudulent and negligent representations to my detriment.
43. That I know as a fact that the Defendant should not and ought not to resile from representations made by it to me and it has no right to rely on the absence of a transit visa [which it ought to provide] as a justification for refusing or denying carriage.
44. That I know as a fact, that the Defendant owes me the duty of care to:
- a. **act reasonably and professionally;**
  - b. **provide and or render to me all services it covenanted to provide or render;**
  - c. **protect me from foreseeable harm;**
  - d. **give accurate, timely, and non-misleading information regarding travel and transit requirements;**
  - e. **to render reasonable assistance where its omissions disrupted my journey;**
  - f. **to protect me from foreseeable inconvenience and hardship arising from its own failures;**
  - g. **to treat the me with dignity and fairness.**

45. That I state, that in every material particular, the Defendant breached the afore-stated duty, thereby causing me foreseeable and avoidable loss, damages, emotional stress, mental and psychological torture.

46. **WHEREOF**, I claim against the Defendant as follows:

**Declarative Reliefs**

- I. **A DECLARATION** that the Plaintiff having paid for, and duly issued a valid electronic ticket for the Plaintiff's **Abuja-Toronto-Abuja** trip, a binding contract of carriage [inclusive of all representations, warranties and ancillary undertakings embodied therein] was created between the Plaintiff and Defendant.
- II. **A DECLARATION** that the failure, neglect or refusal of the Defendant to provide the agreed transit visa [assistance] to the Plaintiff, as expressly represented, constitutes a fundamental breach of the contract of carriage between the Plaintiff and the Defendant.
- III. **A DECLARATION** that the Defendant's conduct in ignoring, neglecting, disregarding or otherwise abandoning the Plaintiff at the Doha International Airport on **29<sup>th</sup> October, 2025** and at the Toronto Pearson International Airport on **10<sup>th</sup> November, 2025**, without the agreed transit visa assistance, hotel accommodation, feeding and other reasonable support, amount to or constitute negligence, breach of duty of care owed the Plaintiff by the Defendant under the contract of carriage between them.
- IV. **A DECLARATION** that the decision of the Defendant to prevent, hinder, refuse, block, inhibit or otherwise disentitle the Plaintiff from boarding the Defendant's Toronto-Doha flight on **10<sup>th</sup> November, 2025** is deliberate, unwarranted, unconscionable, premeditated, insensitive, condemnable, callous, actionable and same amounts to wrongful denial of boarding and, as well, a breach of the contractual and legal



obligations owed by the Defendant to the Plaintiff under the contract of carriage.

- V. **A DECLARATION** that the Defendant's conduct, in the overall analysis of this case, amounts to unfair, unconscionable and oppressive trade practice, an affront to and a deliberate breach of the duty of care owed the Plaintiff by the Defendant under the contract of carriage.

### **Injunctive Orders**

- VI. **AN ORDER** commanding, compelling or otherwise mandating the Defendant to publish in a National Newspaper (in Nigeria) and on its website, a clear and well-worded written apology for the monumental embarrassment, avoidable expenses, emotional stress, psychological torture, untold hardship, etc., which the Plaintiff was subjected to as a result of the Defendant's actions, to wit, neglect, refusal and or the failure to provide the Plaintiff with the agreed transit visa, hotel accommodation and denial of boarding on **10<sup>th</sup> November, 2025** at Toronto, Canada.
- VII. **AN ORDER** commanding, compelling or otherwise mandating the Defendant to publish forthwith, an undertaking on its website, to the effect that its business and or operations, customer care culture, etc., shall henceforth -
- i. **comply with international best practices;**
  - j. **comply with acceptable form of corporate social responsibility;**
  - k. **comply with decent, cognizable and standard corporate governance culture;**
  - l. **be decent, adept, efficient, proficient, effective, and devoid or bereft of any form of ineptitude.**

### **Monetary Claims**

#### **Special Damages**

- VIII. **A SUM OF USD 2,416 (Two Thousand, Four Hundred and Sixteen United States Dollars) only**, being and representing the value/refund of the unused portion of the **Abuja–Toronto–Abuja** business class ticket issued by the Defendant to the Plaintiff.
- IX. **A SUM OF USD 500 (Five Hundred United States Dollars) only**, being the cost of feeding and other incidental expenses incurred by the Plaintiff at the Doha International Airport on **29<sup>th</sup> and 30<sup>th</sup> October, 2025**.
- X. **A SUM OF USD 224.95 (Two Hundred and Twenty-Four United States Dollars, Ninety-Five Cents) only**, being the cost of a 1-night accommodation at the Hilton Toronto Airport Hotel, on **10<sup>th</sup> November, 2025**.
- XI. **A SUM OF USD 500 (Five Hundred United States Dollars) only**, being the cost of feeding and incidental expenses incurred by the Plaintiff in Toronto, Canada on 10<sup>th</sup> and 11<sup>th</sup> November 2025.
- XII. **A SUM OF USD 3,668.13 (Three Thousand, Six Hundred and Sixty-Eight United States Dollars, Thirteen Cents) only**, being the cost of an Ethiopian Airline Business Class ticket (Toronto–Abuja) purchased by the Plaintiff on 11<sup>th</sup> November, 2025 as a direct consequence of the Defendant's wrongful refusal to board him on 10<sup>th</sup> November, 2025.

### **General Damages**

- XIII. **A SUM OF 500,000 (Five Hundred Million Naira only)**, being and representing general damages for the deliberate, willful, unconscionable, condemnable, actionable and negligent act and actions of the Defendant in flagrantly breaching the terms, representations, warranties and undertakings made by it to the Plaintiff under the contract of carriage which breach has occasioned on the



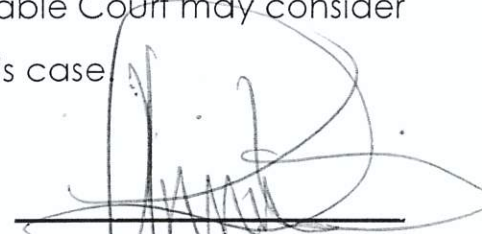
Plaintiff avoidable financial losses, psychological and emotional torture, mental stress, etc.

**Exemplary and Aggravated Damages**

- XIV. **A SUM OF USD 500,000.00 (Five Hundred Thousand United States Dollars)** on the footing of exemplary and aggravated damages.
- XV. **INTEREST AT 21% per annum** on the sums stated in paragraphs VII – XIV above from 10<sup>th</sup> November 2025 until judgment, and, thereafter, at the rate of 15% per annum until final liquidation.
- XVI. **A SUM OF ₦50,000,000.00 (Fifty Million Naira) only** being the cost of this action.

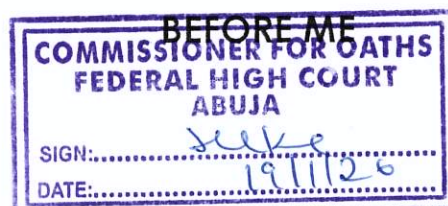
**Omnibus Relief**

- XVII. **SUCH FURTHER OR OTHER ORDERS** as this Honourable Court may consider just and appropriate in the circumstances of this case.

  
\_\_\_\_\_  
**DEPONENT**

**SWORN TO AT THE REGISTRY OF THE FEDERAL HIGH COURT, ABUJA.**

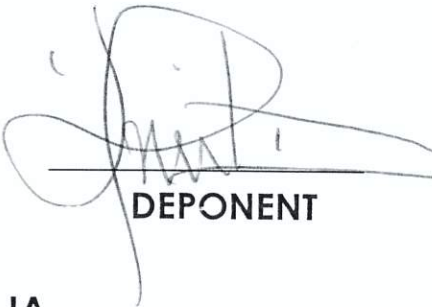
THIS 19<sup>th</sup> DAY OF JANUARY, 2026.



**COMMISSIONER FOR OATHS**

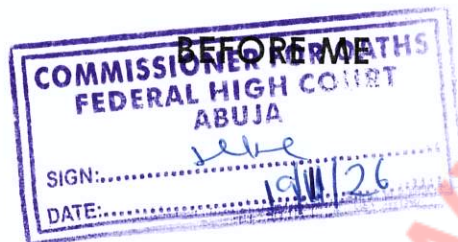




  
DEPONENT

SWORN TO AT THE FEDERAL HIGH COURT REGISTRY, ABUJA.

THIS 19<sup>th</sup> DAY OF JANUARY, 2026



COMMISSIONER FOR OATHS

TheNigerialawyer

IN THE FEDERAL HIGH COURT OF NIGERIA  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT ABUJA

SUIT NO: \_\_\_\_\_

BETWEEN:

CHIEF JIBRIN SAMUEL OKUTEP, SAN - PLAINTIFF

AND

QATAR AIRWAYS - DEFENDANT

LIST OF WITNESSES

1. Chief Jibrin Samuel Okutepa
2. Any other subpoenaed witness

DATED THIS 19<sup>TH</sup> DAY OF JANUARY, 2026.



HIGH CHIEF AIKHUNEGBE A. MALIK, SAN ✓

CHRIS A. AGBITI, ESQ., CH.MC.

HENRY C. IBE, ESQ.

OSAHENI N. EKUNWE, ESQ.

HOMA O. IHUNWO, ESQ.

EDWARD I. AJABA, ESQ.

DAVID E. OHAEKWUSI, ESQ.

ODUNAYO E. IDOWU, ESQ.

Plaintiff's Counsel

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07066936390



**FOR SERVICE ON:**

**THE DEFENDANT**

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Samuel Ademulegun Avenue

Central Business District

Abuja.

TheNigerialawyer

**IN THE FEDERAL HIGH COURT OF NIGERIA**  
**IN THE ABUJA JUDICIAL DIVISION**  
**HOLDEN AT ABUJA**

SUIT NO: .....

**BETWEEN:**

**CHIEF JIBRIN SAMUEL OKUTEPA, SAN - PLAINTIFF**

**AND**

**QATAR AIRWAYS - DEFENDANT**

**LIST OF DOCUMENTS**

1. Copies of the Defendant's promotional emails sent to the Plaintiffs Google mail.
2. Electronic ticket issued by the Defendant to the Plaintiff on 26<sup>th</sup> June, 2025.
3. Defendant's email of 26<sup>th</sup> June, 2025 requesting the Plaintiff to provide documents for the processing of the Plaintiff's transit visa.
4. Plaintiff's email of 27<sup>th</sup> June, 2025 sending requested documents to the Defendant.
5. Stopover for the Purpose of Connection confirmation receipt showing details of the Plaintiff's accommodation in Doha on 29<sup>th</sup> October, 2025.
6. Email of 26<sup>th</sup> June, 2025 showing details of the Plaintiff's accommodation in Doha from 11<sup>th</sup> November to 13<sup>th</sup> November, 2025.
7. Payment receipt for a 1-night accommodation at the Hilton Toronto Airport Hotel on 10<sup>th</sup> November, 2025.
8. Ethiopian Airline Business class ticket dated 11<sup>th</sup> November, 2025.



9. Plaintiff's Solicitors' letter to the Defendant dated 14<sup>th</sup> November, 2025.

DATED THIS 9<sup>TH</sup> DAY OF JANUARY, 2026.



HIGH CHIEF AIKHUNEGBE A. MALIK, SAN ✓

CHRIS A. AGBITI, ESQ., CH.MC.

HENRY C. IBE, ESQ.

OSAHENI N. EKUNWE, ESQ.

HOMA O. IHUNWO, ESQ.

EDWARD I. AJABA, ESQ.

DAVID E. OHAEKWUSI, ESQ.

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