

**IN THE FEDERAL HIGH COURT OF NIGERIA
HOLDEN AT LAGOS**

SUIT NO:

BETWEEN

CHUKWUDI NNEKE ESQ

PLAINTIFF

AND

AIR PEACE LIMITED

DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff is a Legal Practitioner and a human right crusader whose address is Destiny Plaza, KM 45, Lekki-Epe Expressway. Alfa Bus Stop, Sangotedo, Lagos.
2. The Defendant is a company registered with Corporate Affairs Commission which provides scheduled passenger air transport, aircraft charter services, cargo transport and others services with its head office at No. 25, Sobo Arobiodu Street, GRA, Ikeja, Lagos.
3. The Plaintiff had important and time-sensitive business engagements that necessitated his travelling to Owerri on the 2nd day of September, 2026 to come back on the 4th of day September, 2026. These dates were intentionally selected having considered scheduled business meetings and opportunities.
4. The Plaintiff in an effort to perfect his business plans, purchased the Defendant's flight tickets scheduled to travel from Lagos to Owerri on the 2nd day of September, 2026 and return to Lagos on the 4th day of September, 2026.
5. The Plaintiff was scheduled to travel on Flight P47154 from Lagos to Owerri on the 2nd day of September, 2026 at 2:35 pm. However, the Plaintiff along with other passengers was informed by the Defendant that the flight had been rescheduled to 6:15 pm.

6. Unfortunately, even before the rescheduled departure time, passengers were further informed that the flight had been delayed. The Plaintiff was therefore, kept at the airport for several hours, incurring unplanned expenses on feeding and other necessities, particularly given the considerably high cost of goods and services within the airport environment.
7. The Plaintiff avers that he boarded at about 10:00 pm and arrived in Owerri a few minutes after 11:00 pm. This late arrival and prevailing security concerns, compelled him to incur additional cost of securing accommodation at the nearest decent hotel rather than proceeding with his business journey. We shall rely upon the receipts at the trial of this matter.
8. The late departure and late arrival denied the Plaintiff the opportunity to meet up with his business plans, and caused him to incurred avoidable additional costs.
9. Regrettably, the same situation repeated on the Plaintiff's return journey. On the said 4th day of September, 2026, the Plaintiff was scheduled to travel from Owerri to Lagos on Flight P47157, scheduled to depart at 3: 55 pm. However, the flight was subsequently rescheduled to 6:20 pm. Before the rescheduled departure time, passengers were again informed that the flight has been further delayed.
10. The Plaintiff avers that having pass through this undeserved hardship in the hands of the Defendant, the Plaintiff engaged the services of Top Page Solicitors to write the Defendant, a letter dated 16th day of September, 2026 which was sent to the Defendant vide info@flyairpeace.com on the 17th day of September, 2026 . We shall found and rely upon the Plaintiff Solicitors' Letter dated 16/09/26 at the trial of this matter.
11. The Plaintiff, during the period of the delay and repeated rescheduling of the flight, communicated his dissatisfactions with the Defendant's services through his personal email, chukwudi.nneke@yahoo.com and brought his grievances to the Defendant's attention.
12. Meanwhile, on the 4th day of September, 2026, the Plaintiff had a business engagement to prepare a Deed of Assignment and present same for execution

by 6 pm., upon which he expected to receive professional fees amounting to 10% of the sum of N45,000,000.00 (Forty -Five Million Naira). However, as a result of the Defendant's actions, the Plaintiff was unable to execute the said plan, thereby frustrating his business engagement and depriving him of the anticipated professional fees. We shall found and rely upon the Plaintiff's WhatsApp conversation with a client over the anticipated transaction.

13. As a further consequence, the Plaintiff further incurred additional and unplanned hotel and feeding expenses. The Plaintiff was eventually, boarded a few minutes after 10: 00 pm and arrived in Lagos after 11:00pm.
14. On the 2nd of September, 2026, for the late arrival, the Plaintiff incurred additional expenses of N25,000.00 for hotel accommodation and N6,400.00 for feeding as a result of the Defendant's actions. We shall found and rely upon the receipts at trial of this suit.
15. In order to meet the scheduled flight time, the Plaintiff had to spend the night at Santiero Hotels and Suites, with the intention of departing for the airport at about 12:00 noon. However, owing to the Defendant's action, the Plaintiff was compelled to extend his stay at the hotel until 3:00 pm., thereby incurring additional hotel charge of N10,000.00. The Plaintiff also incurred additional expenses on meals, having taken two meals at the hotel. We shall found and rely upon the receipts evidencing the said expenses at the trial of this suit.
16. Before the Plaintiff could wait for and retrieve his luggage, he had already been subjected to considerable delay and inconvenience. By the time the Plaintiff was able to retrieve his luggage, considerable time had elapsed, further aggravating the inconvenience and hardship suffered by him.
17. The Plaintiff luggage was retrieved close to 12:00 am. Due to the late arrival and the attendant security concerns, the Plaintiff was compelled to pay N120,000.00 (One Hundred and Twenty Thousand Naira) for the airport cab that took him home. Ordinarily, the cost of the journey would have been approximately N45,000.00 (Forty-Five Thousand Naira). The additional expenditure was incurred solely as a consequence of the late arrival.

18. Beyond the financial expenses, and the repeated delays and disruptions, which substantially interfered with the Plaintiff's business engagements and caused lose valuable business opportunities in both Owerri and Lagos. The circumstances also exposed him to avoidable security risks and considerable inconvenience.

19. The Plaintiff seeks the intervention of this Honourable Court in directing the Defendant to compensate the Plaintiff for the hardship suffered as a result of the Defendant's delay and rescheduling of the Plaintiff's flight.

WHEREOF the Plaintiff's claims against the Defendant are as following:

- 1 AN ORDER of the Honourable Court directing the Defendant to pay the Plaintiff the sum of N50, 000,000.00 (Fifty Million Naira) as compensation for the untold hardship, exposure to security risks and loss of business opportunities occasioned by the Defendant's actions.
2. AN ORDER of the Honourable Court directing the Defendant to refund the Plaintiff the sum of 129,000.00 being expense incurred by the Plaintiff on transportation in the sum of 75,000.00. hotel accommodation in the sum of 35, 000.00 and feeding in the sum of N19,000.00.
2. Interest at the rate of 21% per annum upon judgment till judgment sum is finally liquidated.
3. The cost of this action.

Dated 2nd day of October, 2026




JOACHIM AGHA
✓ CHUKWUDI NNEKE
TOP PAGE SOLICITORS
PLAINTIFF'S COUNSEL
DESTINY PLAZA
KM 45, LEKKI-EPE
EXPRESSWAY
ALFA BUS STOP
SANGOTEDO
LAGOS.
Tell: 08061148181

Email: joachimagha@nigerianbar.ng

FOR SERVICE ON:

The Defendant

25, Sobo Arobiodu Street,

GRA, Ikeja

Lagos