

CIVIL PROCEDURE FORMS
FORMS OF COMPLAINTS
FORM 1

GENERAL FORM OF COMPLAINTS OR3. R1(1), R2

IN THE NATIONAL INDUSTRIAL COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

SUIT NO:

NIC/LAF 417/2020

BETWEEN

ENGINEER OLOKO BABATUNDE OLADIMEJI- CLAIMANT

AND

UNIVERSITY OF LAGOS - DEFENDANT



Contact information of Claimant's Address: House 7, Jibowu Close, University of Lagos Staff Quarters.

Telephone number: 08055277272.

Email: boloko@unilag.edu.ng



Part 2

Name of Defendant

University of Lagos.

Contact information of Defendant Address:- University of Lagos, Akoka, Yaba.

Email: vc@unilag.edu.ng.

Telephone number: 07046396804; 08155971878.

STATEMENTS OF MATERIAL FACTS.

The Claimant by a letter dated 18thDecember, 2018 was offered appointment as Director of Works and Physical Planning on Contract for one (1) year subject to conditions of service and other provisions on staff welfare and discipline contained in the University of Lagos Act 1967 and the Regulations Governing the Conditions of Service of Senior Staff approved by the Governing Council in 2016. The appointment although for a term of one (1) year, unless invited by resolution of the Governing Council of the University of Lagos to continue in office for a

further period not exceeding one (1) year. The Claimant resumed work on January 14th 2019 and carried out his responsibilities in accordance with best practice and global standard obtainable sought a renewal of the contract in December 2019 vide a memo to the Vice Chancellor before the expiration of the initial one (1) year. The Vice Chancellor failed to notify the Council of the Claimant's extension. The Defendant's Governing Council however continued to saddle the Claimant with official responsibilities even after January 13, 2020. The Claimant attended both January and March Council meeting of the Defendant without objection from the Defendant and was given assignment by the Chairman to do update of the reasons for the failures of the University Capital projects as well as do detail project audit for all the University Capital projects. The Defendant's despite the continuation/renewal of his contract by the Council of the Defendant has been writing series of memo to the effect that his contract as Director, Works and Physical Planning expired contrary to Claimant's memorandum of appointment

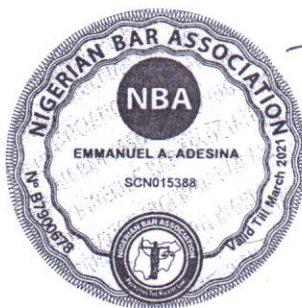
The Defendant has failed to pay the Claimant's salaries and allowances since December 2019 till date.

Reliefs Claimed:-

- i. An order of this Honourable Court restraining the Defendant from forcibly determining the contract renewal of the Claimant pending the determination of the substantive suit herein against the Defendant.
- ii. An order restraining the Defendant, its agents, privies, proxies and by whomsoever from further forcible breaking into the Claimant's office in the name of re-possessing the Claimant's office, under the assumption that his contract of appointment is awaiting renewal by Defendant's Council.
- iii. An order of this Honourable Court compelling the Defendant to pay all outstanding salaries and allowances of the Claimant with 20% interest per annum from January 20, 2020 until judgment is delivered and thereafter at 10% interest rate until final liquidation of the entire judgment sum.
- iv. A Declaration of this Honourable Court that the disturbances and prevention of the Claimant from doing his official duties by the Defendant and its agents is unlawful and unconstitutional and amounts to breach of the Claimant's terms of appointment.

- v. A Declaration of this Honourable Court that the subsequent official interaction of the Defendant, Defendant's Council and all other Principal Officers of the Defendant with the Claimant amounts to waiver of Defendant's Council formal renewal thereby giving the Claimant an automatic renewal without further formality.
- vi. The sum of ₦250,000.00 (Two Hundred and Fifty Thousand Naira) as damages for forcible entry into the Claimant's office without his consent and approval.
- vii. The sum of ₦2,000,000.00 (Two Million Naira) as damages for breach of condition of appointment to provide a safe working environment for the Claimant.
- viii. The sum of ₦2,000,000.00 (Two Million Naira) as general damages.
- ix. AND FOR SUCH ORDER OR FURTHER ORDERS as this Honourable Court may deem fit to make in the Circumstance.

Dated this 28th Day of October, 2020



.....
E. A. ADESINA (JP) ESQ
E. A. AKINYEMI ESQ
OLUMIDE AWOBONA ESQ
Counsel to the Claimant
E. A. ADESINA & CO
179, Igbosere Road, Lagos.
Tel: 08033591700

Email: eaadesinaandco@gmail.com

FOR SERVICE ON:-

Defendant,
i/c Registrar,
University of Lagos, Akoka-Yaba,
E-mail: registrar@unilag.edu.ng
Telephone: 07046396804

You are hereby commanded that within fourteen days after the service of this Complaint 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 A.B. and take notice that in default of your so doing the Claimant may proceed therein, and judgment may be given in your absence.

Dated this 3rd day of Nov. 2025

By order of the Court


.....
Registrar

MEMORANDUM TO THE SUBSCRIBED ON THE COMPLAINT

N.B..... This Complaint is to be served within six calendar months from the date thereof, or, if renewed, within three 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 legal practitioner either by handing in the appropriate forms, duly completed, at the Registry of the National Industrial Court of the Judicial Division in which the action is brought or by sending them to the Registrar by registered post or as provided in Order 7, Rule I of these Rules;

The Claimants claim is for, etc (b).....

The Complaint was issued by G H. of
whose address for service (c) is Agent for
.....of.....Legal Practitioner for the said
Claimant who resides (d)
(mention the city, town or district and also the name of time street number of the house of the Claimant's residence, if any)

Endorsement to be made on copy of Complaint forthwith after service.

This Complaint was served by me at on the Defendant
(here insert mode of service) on the day of 20
Endorsed the day of 20
Signed

Address

Notes:

(a) Heading and Title —

In the matter relates to any inter or intra Union dispute the Complaint must be headed:

"In the Matter of the Trade Union Act" In the Matter of Inter (or Intra) Union Dispute:

"In the Matter of Union (in the case of intra Union dispute)

"Between Union (if inter-union dispute) or (individual(s) and capacity in which he/she is or they are suing, if intra Union)

And Union (if inter Union dispute) or (individual(s) and capacity in which he/she is or they are suing (if intra Union dispute)

(b) Endorsements of Claim.— If the claimant sues, or defendant/respondent is sued, in a representative capacity, the endorsement must state in what capacity the claimant sues or the defendant/respondent is sued. See Or.4 r.2. If the claim is for a debt or liquidated demand only, the Endorsement, even though not special, must strictly comply with the provisions of 0.4.r.3, including a claim for four day's costs.

(c) Address for Service—see Or.4.r.4.sr. (5) & (6) and Or.4.r5. The address must be within the jurisdiction.

(d) Address of Claimant. — In the case of company in liquidation the claimant's address should run "..... claimants, who are a company in liquidation. The liquidator is (name of liquidator)".

In the case of a foreign corporation within the meaning of part 10 of the Companies and Allied Matters Act the claimants address should run thus: "..... Claimants, who are a foreign corporation within the meaning of the Companies and Allied Matter Act. The registered name and address of the person to be served are (here add registered name and address)".

(e) *Endorsement of Service* — See Or7: r.1 sr.7, 14; r. 2 sr.14, 15, and 16.

Before the Complaint is issued the following certificate must be indorsed on it:

The Registry,
National Industrial Court of Nigeria.

In the Legos Judicial Division

A sufficient affidavit in verification of the endorsement on this Complaint to authorize the sealing thereof had been produced to me this Day of Nov. 20 ..20..

.....
(Signature of Registrar)

AJIBADE OLUKUNADEBOWALE (MS)
Registrar

IN THE NATIONAL INDUSTRIAL COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

SUIT NO:

BETWEEN

ENGINEER OLOKO BABATUNDE OLADIMEJI - CLAIMANT

AND

UNIVERSITY OF LAGOS - DEFENDANT

STATEMENT OF MATERIAL FACTS ESTABLISHING CAUSE OF ACTION

1. The Claimant is a Civil Engineer and Member of Nigerian Society of Engineers.
2. The Claimant graduated from the University of Lagos, Faculty of Engineering, Department of Civil Engineering in 1989 and has worked in the private sector for many years until December 18, 2018 when he was offered appointment as Director, Works and Physical Planning of the Defendant on contract.
3. The Claimant states that the contract is subject to conditions of service and other provisions on Staff welfare and discipline contained in the University of Lagos Act 1967 and the Regulations Governing the Conditions of Service of Senior Staff approved by the Governing Council in 2016.
4. The Claimant states that the appointment is based on key performance indicators.
5. The Claimant states that the letter of offer of appointment as Director of Works and Physical Planning on Contract dated 18th December, 2018 was accompanied with the Defendant's Memorandum of Appointment.
6. The Claimant states that he assumed duty on January 14, 2019.

7. The Claimant states that upon resumption of duty he was given a mandate by the Council of the Defendant to restructure the works and Physical Planning Department of the Defendant as per the internal memorandum dated February 8, 2019.
8. The Claimant states that within the one (1) year contract period he achieved enormous success in all his area of operations and responsibilities.
9. The Claimant states that in accordance with the terms of his appointment he sought an extension to his contract in December 2019 before the expiration of the first year of his contract through a memo to the Vice Chancellor of the 1st Defendant.
10. The Claimant states that the Vice Chancellor of the Defendant failed to bring forward the memo for Council's deliberation during its January meeting.
11. The Claimant states that notwithstanding the Vice Chancellor's refusal to bring forward his memo for extension of contract the Chairman of Council at its January 2020 meeting gave the Claimant the following directives to carry out and report back to Council at its next meeting in March 2020.
12. The Chairman of the Council of the Defendant's directives to the Claimant includes the following to wit: -
 - a. Survey of the land for the proposed building development on campus,
 - b. Progress report for all the capital projects,
 - c. Report on all proposed projects,
 - d. Students hotel rehabilitation,
 - e. Health Center Additional Works and
 - f. Special progress report for the CBN Center of Excellence which the Pro-Chancellor is to use for discussion with the CBN Governor.

13. The Claimant states that between the Council meeting of January 2020 and March 2020, he carried out numerous assignments in the course of his usual duty for both the Council and Management of the Defendant.
14. The Claimant further to paragraph 13 above states that he represented the Defendant as Director of Works at the Investigative Panel by the Council for Regulation of Engineering in Nigeria (COREN) in February 2020 in Abuja, Federal Capital Territory (FCT).
15. The Claimant states that he used his Professional skill and knowledge to negotiate and secure a no objection from COREN which was mandated by law to investigate the causes of the failure of the 1st Defendant's Main Library Project.
16. The Claimant states that prior to the Defendant's Council meeting of March 2020 in which he was in attendance in his capacity as Director of Works and Physical Planning of the Defendant he wrote a reminder to the Defendant's Vice Chancellor on the need to have a formal document validating his one (1) year contract renewal via an internal memorandum dated March 3, 2020 with an attachment detailing his progress and landmarks.
17. The Claimant states that he participated in IPPIS Bio-Data verification of Nigeria Federal Universities and Colleges of Education at the instance and directive of the Defendant without any objection to his participation.
18. The Claimant states that he has continued to carry out his official duties without any objection by the Defendant as recent as June 25, 2020 when he wrote an internal memorandum to the Pro-Chancellor at his instance on request for urgent intervention to curb sharp and corrupt practices in works department of the Defendant.
19. The Claimant states that through another internal memorandum dated July 08, 2020 which he forwarded to the Pro-Chancellor's email on attack on his office as the Director, Works and Physical Planning he has

continually related with the Defendant as the Director Works, and Physical Planning.

20. The Claimant surprisingly received an internal memorandum dated July 20, 2020 directing him to immediately hand-over all University properties "pending the Council's" determination of your expired appointment".
21. The Claimant states that a similar memo dated August 3, 2020 was addressed to him.
22. The Claimant states that he detailed the activities and atrocities committed by the Vice-Chancellor and Management of the Defendant/Applicant to frustrate his daily schedule of works and duties in a write-up titled "Attack on the office of the Director of Works by the Vice Chancellor as a result of the exposure of various fraudulent practices" by me.
23. The Claimant states that by a memo dated July 3, 2020 addressed to the Vice Chancellor he had requested to stop payment for the 2020 1st Quarter Janitorial Services Valuation certificates which did not get down well with the Defendant's Vice-Chancellor.
24. The Claimant states that as recent as May 27, 2020 by a memo to the Pro-Chancellor furtherance to the Council directive at his November/December 2019 meeting brought to the attention of the Pro-Chancellor latest development on the contract for the additional work for the supply of loose furniture and fixtures for scholars hostel and another memo dated April, 2020 on payment certificate for additional work for the provision of maintenance services for hostels (Eni-Njoku, MakamaBida, Fagunwa, Madam Tinubu and Sodeinde, undergraduate and Post graduate halls).
25. The Claimant states that he was invited to present memorandum to the Special Visitation panel to the Defendant as Director, Works and Physical Planning of the Defendant through a memo dated August 29, 2020.

26. The Claimant in July 2020 in his capacity as the Director, Works and Physical Planning did an audit report to the Defendant which he titled as Confidential.
27. The Claimant states unequivocally that the Defendant by its official interaction with him from January 14, 2020 is deemed to have granted a one-year renewal of his contract as Director, Works and Physical Planning of the Defendant and it's therefore caught up by the equitable doctrine of estoppel.
28. The Claimant states that the entire memos from July 2020 to October 2020 are afterthoughts and mere expression and indication of the Defendant to breach its contract of appointment with the Claimant for no just cause.
29. The Claimant states that the Defendant has failed, refused and neglected to pay his salaries and allowances totaling **₦4,382,110.00 (Four Million, Three Hundred and Eighty Two Thousand, One Hundred and Ten Naira)** only comprising of the following:-

SALARIES AND ALLOWANCES

	Basis Salary	Telephone Allowance	Others
DEC, 2019	-	25,000	Council seating Hall-
JAN, 2020	349,711	25,000	• Nov 2019 - 70,000
FEB, 2020	349,711	25,000	• Dec 2019 - 70,000
MAR, 2020	349,711	25,000	• Jan 2020 - 70,000
APR, 2020	349,711	25,000	• Mar 2020 - 107,500
MAY, 2020	349,711	25,000	Abuja Trip Expenses - 107,500
JUN, 2020	349,711	25,000	Security Sitting Hall- 107,500
JUL, 2020	349,711	25,000	Works Dept Allowance for Director (6Months) - 165,000
AUG, 2020	349,711	25,000	
SEPT, 2020	349,711	25,000	
OCT, 2020	349,711	25,000	
TOTAL	3,497,110	275,000	610,000
		Ground	₦4,382,110.00

Total	
-------	--

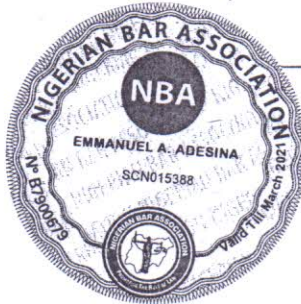
30. The Claimant states that the failure, refusal and neglect of the Defendant to pay his wages and allowances is a fundamental breach of the contract of appointment.

31. The Claimant seeks the following reliefs from the Honourable Court as follows:-

- I. An order of this Honourable Court restraining the Defendant from forcibly determining the contract renewal of the Claimant pending the determination of the substantive suit herein against the Defendant.
- II. An order restraining the Defendant, its agents, privies, proxies and by whomsoever from further forcible breaking into the Claimant's office in the name of re-possessing the Claimant's office, under the assumption that his contract of appointment is awaiting renewal by Defendant's Council.
- III. An order of this Honourable Court compelling the Defendant to pay all outstanding salaries and allowances of the Claimant with 20% interest per annum from January 20, 2020 until judgment is delivered and thereafter at 10% interest rate until final liquidation of the entire sum.
- IV. A Declaration of this Honourable Court that the disturbances and prevention of the Claimant from doing his official duties by the Defendant and its agents is unlawful and unconstitutional and amounts to breach of the Claimant's terms of appointment.
- V. A Declaration of this Honourable Court that the subsequent official interaction of the Defendant, Defendant's Council and all other Principal Officers of the Defendant with the Claimant amounts to waiver of Defendant's Council formal renewal thereby giving the Claimant an automatic renewal without further formality.
- VI. The sum of **₦250,000.00 (Two Hundred and Fifty Thousand Naira)** as damages for forcible entry into the Claimant's office without his consent and approval.

- VII. The sum of ~~₦~~2,000,000.00 (Two Million Naira) as damages for breach of condition of appointment to provide a safe working environment for the Claimant.
- VIII. The sum of ~~₦~~2,000,000.00 (Two Million Naira) as general damages.

Dated this ^{28th}..... Day of October, 2020.



.....
E. A. ADESINA (JP) ESQ
E. A. AKINYEMI ESQ
OLUMIDE AWOBONA ESQ
Counsel to the Claimant
E. A. ADESINA & CO
179, Igboere Road, Lagos.
Tel: 08033591700
Email: eaadesinaandco@gmail.com

FOR SERVICE ON:-

The Defendant,
i/c Registrar,
University of Lagos, Akoka-Yaba,
E-mail: registrar@unilag.edu.ng
Telephone: 07046396804

IN THE NATIONAL INDUSTRIAL COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

SUIT NO:

BETWEEN

ENGINEER OLOKO BABATUNDE OLADIMEJI - CLAIMANT

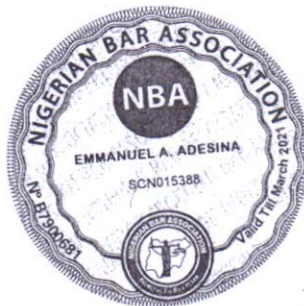
AND

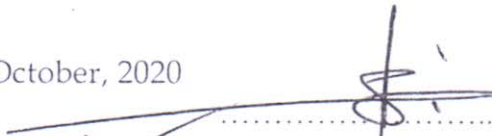
UNIVERSITY OF LAGOS - DEFENDANT

LIST OF WITNESS TO BE CALLED

1. Engineer Babatunde O. Oloko

Dated this ^{28th}..... Day of October, 2020




E. A. ADESINA (JP) ESQ
E. A. AKINYEMI ESQ
OLUMIDE AWOBONA ESQ
Counsel to the Claimant
E. A. ADESINA & CO
179, Igboere Road, Lagos.
Tel: 08033591700

Email: eaadesinaandco@gmail.com

FOR SERVICE ON:-

Defendant,
i/c Registrar,
University of Lagos, Akoka-Yaba,
E-mail: registrar@unilag.edu.ng
Telephone: 07046396804

IN THE NATIONAL INDUSTRIAL COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

SUIT NO:

BETWEEN

ENGINEER OLOKO BABATUNDE OLADIMEJI - CLAIMANT

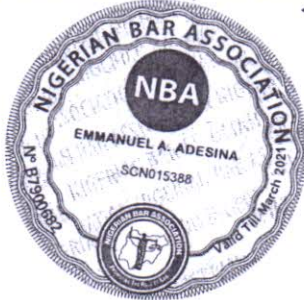
AND

UNIVERSITY OF LAGOS - DEFENDANT

LIST OF WITNESS TO BE CALLED

1. Engineer Babatunde O. Oloko

Dated this ^{28th} Day of October, 2020



E. A. ADESINA (JP) ESQ
E. A. AKINYEMI ESQ
OLUMIDE AWOBONA ESQ
Counsel to the Claimant
E. A. ADESINA & CO
179, Igboere Road, Lagos.
Tel: 08033591700
Email: caadesinaandco@gmail.com

FOR SERVICE ON:-

Defendant,
i/c Registrar,
University of Lagos, Akoka-Yaba,
E-mail: registrar@unilag.edu.ng
Telephone: 07046396804

IN THE NATIONAL INDUSTRIAL COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

SUIT NO:

BETWEEN

ENGINEER OLOKO BABATUNDE OLADIMEJI - CLAIMANT

AND

UNIVERSITY OF LAGOS - DEFENDANT

STATEMENT ON OATH OF WITNESS

1. My name is Engineer Oloko Babatunde Oladimeji
2. I am a Civil Engineer and Member of Nigerian Society of Engineers.
3. I graduated from the University of Lagos, Faculty of Engineering, Department of Civil Engineering in 1989 and has worked in the private sector for many years until December 18, 2018 when he was offered appointment as Director, Works and Physical Planning of the Defendant on contract.
4. The contract is subject to conditions of service and other provisions on Staff welfare and discipline contained in the University of Lagos Act 1967 and the Regulations Governing the Conditions of Service of Senior Staff approved by the Governing Council in 2016.
5. The appointment is based on key performance indicators on which I will be assessed
6. My letter of offer of appointment as Director of Works and Physical Planning on Contract dated 18thDecember, 2018 was accompanied with the Defendant's Memorandum of Appointment.
7. I assumed duty on January 14, 2019.

8. That upon resumption of duty I was given a mandate by the Council of the Defendant to restructure the works and Physical Planning Department of the Defendant as per the internal memorandum dated February 8, 2019.
9. That within the one (1) year contract period I achieved enormous success in all my area of operations and responsibilities.
10. That in accordance with the terms of my appointment I sought an extension to my contract in December 2019 before the expiration of the first year of my contract through a memo to the Vice Chancellor of the 1st Defendant.
11. That the Vice Chancellor of the Defendant failed to bring forward the memo for Council's deliberation during its January meeting in 2020.
12. That notwithstanding the Vice Chancellor's refusal to bring forward my memo for extension of contract the Chairman of Council at its January 2020 meeting gave me the following directives to carry out and report back to Council at its next meeting in March 2020.
13. The Chairman of the Council of the Defendant's directives to me includes the following to wit: -
 - a. Survey of the land for the proposed building development on campus,
 - b. Progress report for all the capital projects,
 - c. Report on all proposed projects,
 - d. Students hotel rehabilitation,
 - e. Health Center Additional Works and
 - f. Special progress report for the CBN Center of Excellence which the Pro-Chancellor is to use for discussion with the CBN Governor.

14. That between the Council meeting of January 2020 and March 2020, I carried out numerous assignments in the course of my usual duty for both the Council and Management of the Defendant.
15. That I represented the Defendant as Director of Works at the Investigative Panel by the Council for Regulation of Engineering in Nigeria (COREN) in February 2020 in Abuja, Federal Capital Territory (FCT).
16. That I used my Professional skill and knowledge to negotiate and secure a no objection from COREN which was mandated by law to investigate the causes of the failure of the 1st Defendant's Main Library Project.
17. That prior to the Defendant's Council meeting of March 2020 in which I attended as Director of Works and Physical Planning of the Defendant I wrote a reminder to the Defendant's Vice Chancellor on the need to have a formal document validating my one (1) year contract renewal via an internal memorandum dated March 3, 2020 with an attachment detailing my progress and landmarks.
18. I participated in IPPIS Bio-Data verification of Nigeria Federal Universities and Colleges of Education at the instance and directive of the Defendant without any objection to his participation.
19. That I has continued to carry out my official duties without any objection by the Defendant as recent as June 25, 2020 when I wrote an internal memorandum to the Pro-Chancellor at his instance on request for urgent intervention to curb sharp and corrupt practices in works department of the Defendant.
20. That through another internal memorandum dated July 08, 2020 which I forwarded to the Pro-Chancellor's email on attack on my office as the Director, Works and Physical Planning I continually related with the Defendant as the Director Works, and Physical Planning.
21. I surprisingly received an internal memorandum dated July 20, 2020 directing me to immediately hand-over all University properties "pending the Council's" determination of your expired appointment".

22. That a similar memo dated August 3, 2020 was also received by me.
23. That I detailed the activities and atrocities committed by the Vice-Chancellor and Management of the Defendant/Applicant to frustrate my daily schedule of works and duties in a write-up titled "Attack on the office of the Director of Works by the Vice Chancellor as a result of the exposure of various fraudulent practices" by me.
24. That by a memo dated July 3, 2020 addressed to the Vice Chancellor I requested to stop payment for the 2020 1st Quarter Janitorial Services Valuation certificates which did not get down well with the Defendant's Vice-Chancellor.
25. That as recent as May 27, 2020 by a memo to the Pro-Chancellor furtherance to the Council directive at its November/December 2019 meeting brought to the attention of the Pro-Chancellor latest development on the contract for the additional work for the supply of loose furniture and fixtures for scholars hostel and another memo dated April, 2020 on payment certificate for additional work for the provision of maintenance services for hostels (Eni-Njoku, MakamaBida, Fagunwa, Madam Tinubu and Sodeinde, undergraduate and Post graduate halls).
26. That I was invited to present memorandum to the Special Visitation panel to the Defendant as Director, Works and Physical Planning of the Defendant through a memo dated August 29, 2020.
27. That in July 2020 in my capacity as the Director, Works and Physical Planning did an audit report to the Defendant which I titled as Confidential.
28. That the Defendant by its official interaction with me from January 14, 2020 is deemed to have granted a one-year renewal of my contract as Director, Works and Physical Planning of the Defendant.

29. That the entire memos from July 2020 to October 2020 are afterthoughts and mere expression and indication of the Defendant readiness to breach its contract of appointment with me for no just cause.

30. That the Defendant has failed, refused and neglected to pay my salaries and allowances totaling **₦4,382,110.00 (Four Million, Three Hundred and Eighty Two Thousand, One Hundred and Ten Naira)** only comprising of the following:-

SALARIES AND ALLOWANCES

	Basis Salary	Telephone Allowance	Others
DEC, 2019	-	25,000	Council seating Hall-
JAN, 2020	349,711	25,000	• Nov 2019 - 70,000
FEB, 2020	349,711	25,000	• Dec 2019 - 70,000
MAR, 2020	349,711	25,000	• Jan 2020- 70,000
APR, 2020	349,711	25,000	• Mar 2020 - 107,500
MAY, 2020	349,711	25,000	Abuja Trip Expenses - 107,500
JUN, 2020	349,711	25,000	Security Sitting Hall- 107,500
JUL, 2020	349,711	25,000	Works Dept Allowance for Director (6Months) - 165,000
AUG, 2020	349,711	25,000	
SEPT, 2020	349,711	25,000	
OCT, 2020	349,711	25,000	
TOTAL	3,497,110	275,000	610,000
Total		Ground	₦4,382,110.00

31. That the failure, refusal and neglect of the Defendant to pay my wages and allowances is a fundamental breach of the contract of appointment.

32. I seeks the following reliefs from the Honourable Court:-

- I. An order of this Honourable Court restraining the Defendant from forcibly determining the contract renewal pending the determination of the substantive suit herein against them.
- II. An order restraining the Defendant, its agents, privies, proxies and by whomsoever from further forcible breaking into the my office in the name of re-possessing, under the assumption that my contract of appointment is awaiting renewal by Defendant's Council.
- III. An order of this Honourable Court compelling the Defendant to pay all outstanding salaries and allowances with 20% interest per annum from January 14, 2020 until judgment is delivered and thereafter at 10% interest rate until final liquidation of the entire sum.
- IV. A Declaration of this Honourable Court that the disturbances and prevention of me from doing my official duties by the Defendant and its agents is unlawful and unconstitutional and amounts to breach of my terms of appointment.
- V. A Declaration of this Honourable Court that the subsequent official interaction of the Defendant, Defendant's Council and all other Principal Officers of the Defendant with me amounts to waiver of Defendant's Council formal renewal thereby giving me an automatic renewal without further formality.
- VI. The sum of **₦250,000.00 (Two Hundred and Fifty Thousand Naira)** as damages for forcible entry into my office without my consent and approval.
- VII. The sum of **₦2,000,000.00 (Two Million Naira)** as damages for breach of condition of appointment to provide a safe working environment for me.
- VIII. The sum of **₦2,000,000.00 (Two Million Naira)** as general damages.

33. That I, **Engineer Oloko Babatunde Oladimeji** do solemnly swear to this Written Oaths most conscientiously believing the same to be true and correct in accordance with the Oaths Acts.

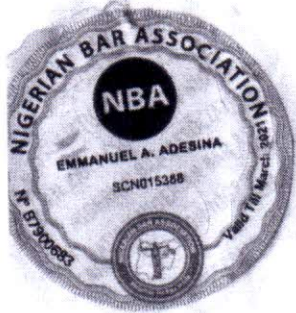


Deponent

Deposed to at the National Industrial Court Registry,
Ikoyi, Lagos this 3rd day of Nov., 2020

BEFORE ME

COMMISSIONER FOR OATHS



AJIBADE UGWENADIOWALE (Mrs)
REGISTRAR II

IN THE NATIONAL INDUSTRIAL COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

SUIT NO:

BETWEEN

ENGINEER OLOKO BABATUNDE OLADIMEJI - CLAIMANT

AND

UNIVERSITY OF LAGOS - DEFENDANT

SCHEDULE LISTING DOCUMENTS AND EXHIBITS

1. Letter of offer of appointment as Director of Works and Physical planning on contract dated 18thDecember, 2018 with Memorandum of appointment attached.
2. Internal memorandum dated February 8, 2019 from Registrar and Secretary to Council to Vice-Chancellor.
3. Internal Memorandum dated March 3, 3030 from Director of Works and Physical Planning.
4. IPPIS Bio-Data for verification of Nigerian Federal and Colleges of Education.
5. Internal Memorandum dated June 25, 2020 from Director of Works and Physical Planning to Pro- Chancellor on request for urgent intervention to curb sharp and corrupt practices in Works department and the University.
6. Internal memorandum dated July 20, 2020 from Acting Director, Office of the Vice-Chancellor to Engineer Babatunde Oloko.
7. Internal Memorandum dated July 08, 2020 from Director of Works and Physical Planning to Pro-Chancellor.

8. Internal Memorandum dated August 3, 2020 from Acting Director, office of the Vice-Chancellor to Engineer Babatunde Oloko.
9. A write up titled 'Attack on the office of the Director of Works by the Vice-Chancellor as a result of exposure of various fraudulent practices.
10. Internal Memorandum dated July 3, 2020 from Director of Works and Physical Planning on request to stop payment for the 2020 1st Quarter Janitorial Services valuation certificate to Vice-Chancellor.
11. Internal Memorandum dated May 27, 2020 from Director Works and Physical Planning to Pro-Chancellor.
12. Internal Memorandum dated April, 2020 from Director of Works and Physical Planning to Pro-Chancellor on Payment certificate for additional Work for the provision of maintenance services for hostels.
13. Internal Memorandum dated August 29, 2020 from Director of Works and Physical Planning submitted to the Secretary, Special Visitation Panel.
14. Audit report to be regarded as confidential to University of Lagos from Director of Works and Physical Planning.
15. Any other document, memo either from the Claimant or Defendant relevant in the determination of this suit.

Dated this ^{28th} Day of October, 2020



.....
 E. A. ADESINA (JP) ESQ
 E. A. AKINYEMI ESQ
 OLUMIDE AWOBONA ESQ
 Counsel to the Claimant
 E. A. ADESINA & CO
 179, Igbosere Road, Lagos.
 Tel: 08033591700
 Email: eaadesinaandco@gmail.com

FOR SERVICE ON:-

The Defendant,

i/c Registrar,

University of Lagos, Akoka-Yaba,

E-mail: registrar@unilag.edu.ng

Telephone: 07046396804