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INTERIM REMEDIES AS TOOLS TO ENHANCE **DEBT RECOVERIES IN NIGERIA**

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INTRODUCTION

"The Board and Management of the bank have not been able to improve the bank's financial performance, a situation which constitutes a threat to financial stability...".

Nigeria woke up to the above statement of the Apex Bank on 3rd June 2024[1] when the operating license of the defunct Heritage Bank Plc was revoked. Reports online indicate that, at least 90% of the bank's active loan portfolio of around ₦700,000,000 (Seven Hundred Billion Naira) was considered lost or doubtful as of March 31, 2024 and less than 5% of outstanding loans were performing.[2] This regrettably is not peculiar to the defunct bank. The Deputy Governor of the Central Bank of Nigeria (CBN) in charge of Financial System Stability has described the rise in non-performing loans in the Nigerian banking industry as alarming.[3] Not only does this situation constitute a threat to financial stability in the country, the institutions granting the loans may be under existential threat.

How the financial institutions contend with this conundrum can only be left to one's imagination. Given the pride of place it occupies in the intricate web of financial transactions and micro economic growth and development of the country, it is impossible to put a freeze on granting loan facilities. This is because loan facilitates economic activity, engenders financial stability, promotes investment and supports entrepreneurship & consumer spending. The difficulties associated with ensuring that borrowers keep their end of the bargain on repayment are however enormous. Many people access credit facilities and divert same to servicing their lavished lifestyle instead of utilizing them for the purpose agreed in the loan documentations. Difficulties in debt recovery may also be occasioned by debtors dealing adversely with collaterals or bottlenecks associated with the perfection of loans

[1]Central Bank of Nigeria Press Release - Cbn Revokes the Banking Licence of Heritage Bank Plc. Available at https://www.cbn.gov.ng/Out/2024/CCD/CBN%20Press%20Release%20Heritage%20030624.pdf accessed on 25th June 2024.
[2]"Exclusive: How ₦590 billion in non-performing loans made Heritage Bank's closure inevitable' (3rd June 2024). Available at https://techcabal.com/2024/06/03/heritage-bank-%E2%82%A6590-billion-in-non-performing-loans/#:~:text=Heritage%20is%20thought%20to%20have,as%20of%20March%2031%2C%202024 accessed on 25th June 2024.
[3]"Recapitalization: Nigerian Banks' Non-performing Loan alarming – CBN' (1st May 2024). Available at https://dailypost.ng/2024/05/01/recapitalization-nigerian-banks-non-performing-loan-alarming-cbn/ accessed on 25th June 2024.

documentation, amongst others. In fact, from legal complexities and regulatory hurdles to the practical difficulties of tracking down delinquent borrowers, the landscape of enforcing loan contracts is fraught with intricacies.

As grim as the situation appears, are creditors left without remedies? Obviously not. Usually, after making an unsuccessful demand to the debtors to liquidate outstanding obligations, the creditors have several options at their disposal. They may file debt recovery actions before competent courts. In practice, once the creditors lead credible evidence to prove the indebtedness on a balance of probabilities or preponderance of evidence, the court is bound to direct the debtors to pay. [4] Also, the creditors may initiate a winding up proceedings against the debtor (i.e. a registered company) if the company is indebted in a sum exceeding N200,000 and the sum has remained unpaid after the creditor has written to demand payment.[5] Furthermore, an Administrator may be appointed over the debtor's company to manage its affairs, business and properties.[6] The creditor can also exercise the option of petitioning regulatory & law enforcement agencies where it has facts to show that the loan has been intentionally diverted to unrelated purposes or where other criminal liabilities can be established. Bankruptcy proceedings may also be initiated against the debtors. If the monies have been funnelled outside the country, the creditors may adopt asset tracing procedures in the foreign country. Fuller considerations of the options open to creditors would be contained in our subsequent bulletins on this subject.

In practice, any debt recovery options adopted may lead to prolonged litigations. Whilst debt

[4] See Okpu v. Trust Bond Mortgage Bank Plc (2021) LPELR-54554(CA)
[5] Section 572 (a) Companies and Allied Matters Act, 2020
[6] Section 443 Companies and Allied Matters Act, 2020

recovery cases are pending, interim remedies are available to the creditors to stop the dissipation of the debtors' assets so as not to render judgment that would be obtained nugatory. This is the focus of this introductory article in our series on debt recovery Nigeria.

In **UNUIGBE & ANOR V. UWAHEREN & ORS**,[7] a remedy is defined as *".....anything a Court can do for a litigant who has been wronged or is about to be wronged."* On the word *"interim"*, the court in **AL-USABS VENTURES LIMITED & ANOR V. GUARANTY TRUST BANK PLC & ANOR**,[8] held that: "The word "interim" means something done, made, or occurring for an intervening time, temporary or provisional. It is not final or complete". When these two definitions are juxtaposed, an 'interim remedy' could be simply defined as the interventions the court make temporarily for a litigant (in this case the creditors) who are in court to ventilate a grievance pending a set time, the determination of an interlocutory motion or pending the final determination of the dispute before the court. Some of the interim reliefs are as follows:

a) **Pre-emptive orders before filing the case:**

In practice, the procedure for filing debt recovery actions may not be as simple as just walking to court and taking out the originating processes. In certain cases, additional formalities may be imposed by the law before the a litigant may be entitled to file the action. These are called condition precedents.[9] If these conditions are not fulfilled before the case is filed, the competence of the court to entertain the suit will be called into question and everything the court does afterwards will be a waste of time as it will be a nullity *ab initio*[10]. An example of this condition precedent is a situation where the debtor is a government agency entitled to mandatory pre-action notice from a anyone desirious of filing a suit against it by its enabling statute. The notice must be given and the notice period must lapse before the creditor can approach the court. Also, there are instances where the Rules of a court may provide that certain steps must be taken before a claimant can approach the court. For example, in Lagos State, pre-action protocols ought to be followed before the registry can accept the processes of a creditor for filing.

The question then becomes, what happens in situations where the subject matter of litigation or res is in serious jeopardy and in

[7](2018) LPELR-44194(CA)
[8](2021) LPELR-55789(CA); See also Raji v. Wema Bank Plc (2015) LPELR 41699(CA)
[9]See Shell Nigeria Exploration And Production Company V. Aiteo Eastern E & P Company Limited & Ors (2023) LPELR-60660(CA)
[10]Rural Electrification Water Irrigation & Community Multipurpose Co-Operative Society Limited & Anor V. Ecobank (2022) LPELR-57415(CA)

trouble of dissipation whilst the creditor is seeking to comply with the conditions precedent to filing its case against the debtors? By law, every court is imbued with the power to, in the interest of justice, do what is necessary to preserve the subject matter of litigation in order to ensure that any decision reached at the conclusion of the suit is not rendered nugatory.[11] Thus, before the notice period in a pre-action notice or time to comply with pre-action protocols lapse, the creditor is entitled to apply to the court for pre-emptive remedies. The Pre-action Protocol Practice Direction No. 2 of 2019 of Lagos State for example allow such procedure. In deserving cases, courts in other jurisdictions with similar requirements of pre-action protocols, can be moved to grant similar remedies by invoking their inherent powers to do justice.

b) Mareva injunctions:

Another interim remedy is Mareva injunction. This remedy is granted by the court where there is reasonable apprehension that the debtor may dispose of its assets before a debt recovery case is heard and determined. What this remedy entails was aptly captured in **ASSET MANAGEMENT GROUP LTD V. GENESISCORP LTD & ORS**[12] as follows:

> *''The purpose of a mareva injunction is to restrain a defendant against whom a suit is pending from removing or dissipating any of his assets within jurisdiction which may be utilised to satisfy any judgment that may be pronounced against him. In essence therefore a mareva injunction is anticipatory in nature. It seeks to ensure that any judgment which the court may give against a defendant (the anticipated judgment debtor) can be satisfied from his assets. It follows therefore that where it is shown that a particular property does not belong to the anticipated judgment debtor (i.e the defendant), it is not permissible to keep in force any mareva injunction against such property."*

[11] Adeyemi V. The Estate Of Dr. (Chief) Victor Awosika (Deceased) & Anor (2013) LPELR-20213(CA)
[12] (2000) LPELR-12050(CA)

It is useful for securing the position of a possible judgment creditor and preventing a situation of helplessness in cases where the assets have been removed from the reach of the court. It could also take the form of a freezing order where all monies standing to the credit of the debtors in financial institutions would be temporarily frozen by the order of court.

c) General orders of interim or interlocutory injunctions for the detention or preservation of the res:

In addition to specific interim remedies such as Mareva orders of injunction, the creditor may move the court to grant other general injunctive reliefs where the court would command or forbid the doing of certain actions by the debtor; such as preventing the sale of properties or collateral, or that certain properties be preserved or detained and kept away from the debtor pending the hearing and determination of the case the creditor has filed. Again, the purpose of this interim remedy is to restrain the debtor from the repetition or continuation of a wrongful act to preserve the res or subject matter of the litigation.[13]

d) Mandatory injunctions:

What then happens if the act the creditor seeks to restrain had already been performed by the debtor, especially after the debtor becomes aware of the debt recovery case filed by the creditor in court? Is the creditor without a remedy bearing in mind the position of the law that interlocutory injunction is not a proper remedy for an act which has already been carried out[14]?

The law provides a leeway for the creditor in the form of mandatory injunction or restorative injunction. This remedy is granted in most cases to undo what has already been done. In **ABUBAKAR & ORS V. UNIPETROL NIGERIA PLC** [15] the Supreme Court held thus:

> *"It is now a firmly established principle that a mandatory injunction will lie to reverse a step already taken by a party to litigation in an interlocutory application, if the step taken by the other party is to steal a match on the applicant. See the case of Ojukwu v. Military Governor of Lagos State"*

In practice, this remedy is deployed to deal with parties who have little respect for

[13]See Shell Petroleum Development Company Of Nigeria V. Raccah & Ors (2022) LPELR-58736(CA)
[14]See Uwegba v. Attorney-General of Bendel State (1986) 1 N.W.L.R. (Pt. 16) 303; Governor of Imo State v. Anosike & Ors (1987) 4 N.W.L.R. (Pt. 66) 663
[15](2002) LPELR-50(SC)

Courts.[16] A debtor who is trying to play a fast one on the creditor by taking steps to dissipate the res even after becoming aware of a pending suit filed by the creditor has little respect for the process of court and would be made to reverse everything it has done in that regard. It should however be noted that an injury of some sort must have been suffered before a mandatory injunction can be granted.

e) Special powers or interim remedies under the Amcon Act, 2010 (as amended)

Recovery of debt under the AMCON Act is one of the topics to be addressed in our subsequent bulletins. It is however worth highlighting that the Asset Management Corporation of Nigeria ("the Corporation") is by its enabling act given special powers on an interim basis pending litigation. So enormous are these powers that most of the measures are to be undertaken ex-parte.

Firstly, the Corporation is empowered to act as, or appoint a receiver for a debtor company whose assets have been charged, mortgaged or pledged as security for an eligible bank asset acquired by the Corporation.[17] Also, before a debt recovery action is

instituted by the Corporation, it can apply to the court by way of motion ex-parte for an order granting possession of a property where the Corporation has reasonable cause to believe that a debtor or debtor company is the bona fide owner of any movable or immovable property.[18] Moreso, before a debt recovery action is instituted, the Corporation may apply to court by way of an ex-parte order for a freezing order over the debtor's account where the Corporation has reasonable cause to believe that the debtor has funds in any account with any eligible financial institution.[19]

Furthermore, the Corporation may apply to the court by an originating motion for a receiving order against a debtor in situations where a demand notice has been issued to the debtor to liquidate its indebtedness which the Corporation shows on the face of the demand notice to be due and the debtor

[16]See Anambra State V. Okafor (1992) 2 NWLR (Pt. 224) page 396; Military Governor Of Lagos State & Ors V. Adebayo Adeyiga & Ors (2012) LPELR-78336(SC).
[17]Section 48 (1) AMCON Act
[18]Section 49 AMCON Act
[19]Section 50 AMCON Act

fails to comply within 90 days. Infact, the debtor needs not commit an act of bankruptcy and the Corporation is not required to file a bankruptcy petition before the court can grant such receiving order against the debtor.[20] Lastly, where a debtor who is a registed company fails within 30 days to comply in full with a written demand notice issued by the Corporation requiring it to pay a liquidated sum which the Corporation shows on the face of the demand notice as being owed by the company, the Corporation may by an originating motion apply to the court for grant of a winding-up order against the debtor company.[21]

ATTITUDE OF THE COURTS TO GRANTING INTERIM REMEDIES

Interim remedies are equitable in nature and the grant of same is at the discretion of the court. The courts are therefore weary to exercise their discretion in favour of a creditor who is shabby in the presentation of its case. This is because only one of the parties is heard in majority of cases where interim remedies are sought. Interim reliefs may either be granted pending the hearing and determination of a Motion on Notice of pending the hearing and determination of the substantive case. They are granted pursuant to a motion ex-parte or motion on notice. Since the the principle of fair hearing dictates that the head of the debtor should not be shaved behind its back and requires that it ought to be afforded the opportunity to present its own case in defence of the allegations of the creditor, the interim remedies are not granted as a matter of cause. A court is required to exercise its discretion to grant or refuse an interim orders judicially and judiciously (i.e. in accordance with established principles)[22]. How the court views entertaining and granting these interim remedies especially those made ex-parte was aptly captured by the Court of Appeal in **DASUKI C.O.N. LLD. V. IHAZA & CO. LTD & ORS**[23] where the court held thus:

> *"For years now, trial Courts in this land have been enjoined by our appeal Courts to be extremely cautious in their entertainment of ex-parte motions and to ensure that the process is not abused. See Kotoye v CBN (1989) 1 NWLR (Pt.98) 419. The principles from which this caution has its root are those embedded in the fundamental right of fair hearing entrenched in our Constitution. See Section 33 of the 1979 Constitution of*

[20]Section 51 (1) & (3) AMCON Act
[21]Section 52
[22]Adeyemi v. The Estate of Dr. (Chief) Victor Awosika (Deceased) & Anor (2013) LPELR-20213(CA)
[23](1999) LPELR-13086(CA) (PP. 23-24 PARAS. E-E)

the Federal Republic of Nigeria which were applicable at the time of the suit in the Court below. It requires that in the determination of a person's rights and obligations, he shall be entitled to a fair hearing within a reasonable time by the Court. Therefore it is the duty of every Court before which a motion exparte is brought to bear this constitutional provision in mind and to carefully and judiciously examine the case and convince himself that the applicant's prayer to hear him without the others, qualifies to deprive that other interested person or persons those constitutional rights..."

In fact, it was held in the case of **THE ATTORNEY-GENERAL AND COMMISSIONER FOR JUSTICE, ANAMBRA STATE & ORS V. ROBERT C. OKAFOR & ORS**[24] that, in an application for a mandatory injunction, the courts are more reluctant to make the order. This is because the courts require higher degrees of assurances that at the trial, it would still appear that the order of mandatory injunction was rightly made. Also, because this order is usually irreversible, the court is to consider the fairness of the order.

Given the attitude of the court in this regard, it follows therefore that a creditor who is approaching the courts to seek interim remedies in a debt recovery action must put its house in order and provide convincing reasons to persuade the court to grant the orders. How then can this be achieved?

HOW TO PERSUADE THE COURT TO GRANT INTERIM REMEDIES

In providing answers to this poser, our first port of call is the Court of Appeal case of **NIMASA & ANOR V. HENSMOR NIG. LTD**[25] where the court held regarding an applicant seeking an equitable relief as follows :

"It is trite that although the Courts of law in Nigeria, by their institutional and jurisdictional set up, operate both the principles of common law and the doctrine of equity, a party urging the Court to invoke its equitable jurisdiction in his favour, when seeking an equitable remedy, must satisfy the Court, by deposing to facts articulated by the law, why the particular equitable remedy should be granted.[26]

In practice, a creditor is required to state

[24](1992) LPELR-3156(SC)
[25](2012) LPELR-7931(CA)
[26]See also Sentinel Ass. Co. Ltd. Vs. S.G.B.N. Ltd. (1992) 2 NWLR Pt. 224 Pg. 495

facts in an affidavit in support of the application for intermin orders to convince the court to grant the orders sought. Where necessary, the deponent to the affidavit shall attach relevant documents to validate the facts stated. To exercise its discretion in favour of the Applicant, the court shall examine the facts in the affidavit and the documents attached as exhibits to answer the following questions:

a) Does the facts disclose legal rights of the creditor?

The creditor must be able to show from the facts in the affidavit that it has a legal right to the reliefs sought against the debtor. A legal right has been defined as *"a right of a party recognised and protected by a rule of law, the violation of which would be a legal wrong done to the interest of the plaintiff, even though no action is taken".*[27] At this stage, what the court is concerned with when it comes to the determination of the existence of a creditor's legal right is not whether the action will succeed at the trial, but whether the action donates such a right by reference to the enabling law in respect of the commencement of the action. This is because courts do not decide the substantive matter between the parties at an interlocutory stage.[28]

In practice, the creditor should present facts in the affidavit to show among other things that it granted loan(s) to the debtor, the amount of the loan, interest agreed, how much if any the debtor has repaid, the amount outstanding and the fact that the debtor has refused to offset the indebtedness even after a demand for payment etc. A culmination of all of these is what is known as cause of action and it will show at that stage that, the creditor has a legally recognised right against the debtor which could lead to judgment being granted by the court in favour of the creditor. As such, if the interim remedies are not granted at that stage, there might not be anything left to satisfy the judgment when obtained.

[27]See A.G of Lagos State V. A.G of Federation (2004) LPELR-10(SC)
[28]See Akoma & Ors V. Onwusibe (2021) LPELR-55476(CA).

b) Is there a serious question or substantial issue to be tried?

Equally important for the creditor to show is whether there is a serious question or substantial issue to be tried by the court, such that it would be important for the court to grant the interim remedies pending the said trial. This condition is closely related to the need to disclose a legal right by the creditor.

In simple terms, the facts provided before the court must show that there is a dispute to be resolved by the court at the trial.[29] Also, the facts must relate to the issues before the court in the substantive suit. This is because interim remedies would not be granted to stay an action not submitted to court for determination. A grant of such orders would be wrong in law as it would be considered to be hanging in the air.[30] Once the judge comes to the conclusion that there is a serious question to be tried, the burden of proof on the creditor is discharged and the Judge will grant the application.[31]

c) In whose favour does the balance of convenience lie?

The term balance of convenience is not abstract. It is the weighing of the suffering of one party against the other given the the temporary relief sought such that if the relief is denied, the Applicant (the creditor in this case) would suffer greater inconveniences than his adversary would suffer if the relief is granted.[32] Simply put, the court would be faced with the task of determining who will suffer more inconvenience if the application is granted or refused.

Again, facts presented by the Applicant will weight in the minds of the court to resolve this question and the[33] test is subjective because what constitutes balance of convenience in one situation may not be so in another.[34] This is the reason it is important for the creditor to state facts to demonstrate that it will suffer a greater loss than the debtor if the application is refused. These facts should be explicit, concise and convincing to aid the court come to the conclusion that the advantages of granting the interim remedy will outweigh the disadvantages.

d) Will damages be adequate compensation for the temporary inconvenience?

Also equally important to show the court (through the affidavit evidence presented by

[29]See Obeya Memorial Hospital v. A. G. Federation & Anor (1987) 3 NWLR Pt. 60, page 325 at 337-340
[30]See The Attorney-General And Commissioner for Justice, Anambra State & Ors v. Okafor & Ors (1992) LPELR-3156(SC)
[31]Edosomwan v. Erebor (2001) 13 NWLR (PT. 730) 265 at page 291
[32]UTB Ltd v. Dol. Pharm. Nig Ltd (2002) 8 NWLR PT. 770, page 726
[33]See Ayorinde v. A.G. Oyo State (1996) 2 S.C.N.J 198
[34]See Mabon Limited & Ors v. Access Bank Plc (2021) LPELR-53261(CA)

the creditor) is the fact that, irreparable injury or damages would be occasioned if the application for the interim remedy is refused and the debtor allowed to deal with the subject matter of the case as it wishes. The facts should show that, while damages will be adequate compensation for the debtor if the case turns out in its favour in the long run, same cannot be said for the creditor.

e) Is the creditor prepared to give an undertaking as to damages?

The court would also consider if the creditor is prepared to give an undertaking to indemnify or pay damages to the debtor if it turns out that the interim remedy ought not be be granted in the first place. As such, the creditor should demonstrate in its affidavit that it has the means and capability to do this. Also, where required by the court, the creditor should be prepared to provide this undertaking like a bond to the court. This would give the court the confidence to grant such an application. If no such undertaking is made by the creditor, the law is that the interim remedy ought not to be granted.[35]

f) How was the conduct of the creditor?

As noted earlier, interim remedies are equitable in nature. The law requires that the creditor seeking interim reliefs must come with clean hands and conscience.[36] The creditor must do equity. The creditor should provide facts to show that it was neither indolent in seeking the relief nor sleep on its rights. The creditor must also disclose all material facts and not suppress same or misrepresent the facts of the dispute to curry favour from the court. The facts must also show that the conduct of the creditor was not reprehensible. For example, the court would be reluctant to grant an interim remedy in favour of a creditor who is in breach of its contract with the debtor.

g) Is there real urgency?

If the interim remedies are such like Mareva injunctive orders, the creditor must go beyond the above conditions by providing facts to establish that the debtor has assets within the jurisdiction of the court and the full particulars of the assets ought to be provided in the affidavit. Also, the creditor ought to state through the affidavit the grounds for believing that the debtor is the owner of the assets. The creditor should further provide facts to show that there is a real and imminent risk of the debtor remov-

[36]Onyesoh v. Nnebedun & Ors (1992) LPELR-2742(SC)
[37]See Jack v. A.G & Commissioner for Justice, Rivers State & Ors (2013) LPELR-22867(CA)

ing his assets from jurisdiction and thereby rendering nugatory any judgment.[37] In fact, if the creditor must obtain these interim remedies behind the debtor (i.e not notifying the debtor that it wants to ask the court for the orders), the presentation of facts to show the existence of real urgency requiring that the order be made in other to forestall imminent harm or injury is of utmost importance.[38]

h) Mandatory injunction

Where the interim remedy sought is in the nature of a mandatory injunction, a separate consideration is required for the creditor to move the court because it is usually targeted on undoing a completed act. The courts require a higher degree of assurance that at the trial, it would still appear that the order of mandatory injunction was rightly made.[39]

The creditor must provide facts to show that, the state of affairs complained of is such that would have entitled it to a prohibitory injunction. Also, the affidavit must show that the act of the debtor which could have been prohibited had happened or arisen at the time when the mandatory order of the court is being sought. Furthermore, the affidavit ought to show that it is not impossible for the debtor to be restored to its earlier position. Moreso, the creditor must show that damages and other legal remedies are not sufficient to put the creditor in a favourable position and that nothing outside of the mandatory order can compensate the creditor. The creditor's case must also be unusually strong and clear. Lastly, the creditor must provide facts to show that the debtor attempted to steal a match on the creditor by rushing to complete the act, having noticed that an injunction is about to be obtained against him.[40]

CONCLUSION

In concluding this first part of the series, we have been able to show that the creditor is not without remedy against a debtor who is seeking to steal a match by swiftly dealing adversely with assets that should be available to satisfy possible judgment in favour of the creditor. However, these remedies are equitable in nature and are not granted as a matter of course. The creditor must convince the court that it is entitled to the remedies with cogent facts.

[37]See Durojaiye v. Continental Feeders (Nig) Ltd (2001) LPELR-6955(CA); SPDC V. Raccah & Ors (2022) LPELR-58736(CA).
[38]Unibiz (Nig.) Ltd v. C.B.C.L LTD (2003) 6 NWLR (PT. 816) 402
[39]The Attorney-General And Commissioner for Justice, Anambra State & Ors v. Okafor & Ors (Supra).
[40]See Daniel v. Ferguson (1891) 5 CH. D. 27 at 30; Shinning Star (Nig) Ltd & Anor v. Ask Steel (Nig) Ltd & Ors (2011) LPELR-3053(SC)

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