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IN THE HIGH COURT OF DELTA STATE
IN THE WARRI JUDICIAL DIVISION
HOLDEN AT WARRI

BEFORE HIS LORDSHIP HON. JUSTICE V.O. AGBOJE (JUDGE)
ON WEDNESDAY THE 9TH DAY OF OCTOBER, 2024

CHARGE NO.: W/52C/2020

BETWEEN:

THE STATE } **COMPLAINANT**

AND

PASTOR UDOH MONDAY } **DEFENDANT**

JUDGMENT

By Information filed on 11th November 2020, the Defendant was charged on two counts for the offences of conspiracy to obtain money by false pretences and obtaining money by false pretences. The offences are punishable under section 1(3) of the Advance Fee Fraud and Other Fraud Related Offences Act, 2006. The Defendant pleaded not guilty to the counts on the basis of which the case proceeded to hearing. The Prosecution presented her case through the testimonies of Frank Oteri and Inspector Abayomi Adeyemi. They testified as PW1 and PW2 respectively.

PW1 is the nominal complainant in the Charge. He adopted his deposition on oath of 11th November 2020 as his testimony-in-chief in the case. PW1 testified that on 3rd January 2020, the Defendant asked him to invest in a company called Amast Empire Co. for 40-45% monthly return on investment. He said that the Defendant told him that he was into forex trading with his partner; one Miss Stessy Ogbodo, whom the Defendant said resides in Lebanon. According to PW1; after much persuasion, he invested ₦5 million; which sum he paid into Stessy Ogbodo's GT Bank account number 0177419176. PW1 further told the Court that for the transaction, the Defendant used his house at No. 1 Old Ujevwu Road, Udu, Delta State as a guarantee and to assure PW1 that he would get back his invested sum as well as the return on his investment. It was PW1's further evidence that in March 2020, he made a further ₦15 million investment. He said this brought his total investment with the Defendant to ₦20 million. At the close of his evidence-in-chief, PW1

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was cross examined by the Defendant's Counsel. The Prosecution admitted exhibits P1 and P2 in evidence through PW1. The Court will where appropriate refer to PW1's evidence in the main and under cross examination. The Prosecution also called Inspector Abayomi Adeyemi and he testified as PW2. PW2 adopted his deposition on oath of 30th September 2022 as his testimony-in-chief in the case. PW2 is a Police Officer attached to the Divisional Police Station Abraka Delta State but he was at the time material to this Charge attached to the Nigeria Police Station, Ugborikoko Effurun Delta State. PW2 told the Court that he investigated the criminal complaint which PW1 reported against the Defendant. PW2 gave synopsis of his investigation activities and what they revealed. At the close of his testimony-in-chief, PW2 was cross examined by Counsel to the Defendant. Exhibit P3 was admitted in evidence through PW2. PW2's evidence will where appropriate be referred to in due course.

At the close of the Prosecution's case, the Defendant testified as the sole witness in his defence. He adopted his depositions on oath of 23rd June 2021 and 19th January 2023 as his testimony-in-chief in the case. The Defendant denied the charges against him. According to the Defendant, he had no intention to defraud PW1 at the time he introduced PW1 to the investment business. The Defendant told the Court that he joined Amast Empire Co.; a forex trading investment company in November 2019. The Defendant further said that he was introduced to Amast Empire by his friend; Miss Ogbodo Stessy Amaka, who is the managing director of the company. The Defendant told the Court that he thereafter introduced PW1 to the company in February 2020; not with the intent to defraud him but for PW1 to benefit from the company as the Defendant has benefitted. The Defendant admitted that PW1 invested ₦5 million and a further ₦15 million bringing PW1's investment to ₦20 million. It was also the Defendant's evidence that PW1 spoke to Stessy Ogbodo on phone before he invested. He again said that PW1 paid the ₦20 million he invested into Stessy Ogbodo's GT Bank account number 0177419176. The Defendant testified that an agreement was executed evidencing PW1's investment of cumulative sum of ₦20 million. He said that by the executed agreement, PW1's investments was for one year duration but that PW1 requested for refund of his invested funds before the one year lapsed. The Defendant said that the outbreak of covid-19 made it difficult for

Amast Empire Co. to pay its investors return on their investments. The Defendant tendered exhibits D1, D2 and D3 to substantiate his defence. The Defendant was cross examined by the Prosecution. The Defendant's evidence-in-chief and under cross examination will be referred to where appropriate.

At the close of hearing, the Counsel to the parties filed and exchanged Addresses. The Defendant Counsel's Address was filed on 5th April 2024. In his Address, the Defence Counsel raised one issue for the Court's determination. Counsel submitted arguments in support of the sole issue raised and urged the Court to discharge and acquit the Defendant as a result of the Prosecution's failure to adduce credible evidence against the Defendant. On her part, the Prosecuting Counsel's Address was filed on 2nd May 2024 and two issues were submitted for determination in urging the Court to convict the Defendant as charged. The Addresses of Counsel on both sides will be referred to in the course of this Judgment.

Going forward, this Court will adopt and slightly rephrase the sole issue submitted for determination by the Defendant's Counsel. Accordingly, the issue for determination is rephrased to read: '*whether the Prosecution has proved the essential ingredients of the offences with which the Defendant is charged*'. It is trite that the standard of proof in criminal jurisprudence is beyond reasonable doubt. The Prosecution is under a duty to prove the guilt of a defendant beyond reason doubt. In **Ankpegher v. State** (2018) LPELR-43906 (SC), the Apex Court held that:

> *"In all criminal trials, the burden is on the prosecution to establish or prove the essential ingredients of the offence which an accused person is charged with beyond reasonable doubt, and the prosecution will readily achieve this if it can assemble credible, cogent and believable/or reliable evidence against the accused person. Thus, proof beyond reasonable doubt does not mean proof beyond all shadow of doubt. It simply means establishing the guilt of the accused person with compelling and conclusive evidence."*

The law is and has remained that in proving the guilt of a defendant in a criminal charge, it is essential that the elements of the offence or offences with which he is charged, be proved beyond reasonable doubt. A defendant has no duty to prove his innocence because of the presumption of innocence inuring in his favour until otherwise proven. As I have earlier noted, the charge against the Defendant is on conspiracy to obtain money by false pretences and obtaining money by false pretences. The Courts have laid down the procedure that where a Charge or Information contains count of conspiracy and count of commission of a substantive offence, the proper approach is to first deal with the charge on the substantive offence before proceeding to consider the conspiracy charge - **Ogunjimi v. State** (2017) LPELR-42768 (CA). See also **Matthew v. State** (2024) LPELR-62077(CA). In the light of the foregoing, I will proceed to first consider the charge of obtaining money by false pretences preferred against the Defendant before delving into the merit or otherwise of the conspiracy charge against him. By count 2, it was alleged that on or about the 3rd of January and the 3rd of March 2020, the Defendant obtained the sum of ₦20 million from one Dr. Frank Oteri. Frank Oteri testified as PW1 before this Court.

Section 1(1)(b), (c) and (3) of the Advance Fee Fraud and Other Fraud Related Offences Act provide thus:

> (1) "*Notwithstanding anything contained in any other enactment or law, any person who by any false pretence, and with intent to defraud*
>
> (b) *induces any other person, in Nigeria or in any other country, to deliver to any person;*
>
> (c) *obtains any property, whether or not the property is obtained or its delivery is induced through the medium of a contract induced by the false pretence, commits an offence under this Act.*
>
> (3) *A person who commits an offence under subsection (1) or (2) of this section is liable on conviction to imprisonment for a term of not more than 20 years and not less than seven years without the option of a fine.*"

The Apex Court in **Ezerike v. State** (2022) LPELR-59158 (SC) listed the ingredients of the offence of obtaining by false pretences thus: (i) that the defendant made false representation to the victim with the intent to defraud him; (ii) that the pretense or representation was false to the knowledge of the defendant; (iii) that the false pretense or representation made by the defendant to the victim was

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indeed false and (iv) that the false pretense or representation operated in the mind of the unsuspecting victim.

In paragraph 3.4 of his Address, the Defendant's Counsel submitted that the Prosecution failed to prove that the Defendant had the intention to defraud PW1. Under cross examination, the Defendant testified that PW1 and Stessy Ogbodo never met in person. The Defendant also told the Court under cross examination that he was the one who introduced PW1 to Stessy Ogbodo and that after the introduction, PW1 and Stessy Ogbodo spoke on phone before PW1 invested ₦5 million. Exhibit P3 is the Defendant's statement to the Police. In exhibit P3, the Defendant stated that he was the one that approached PW1 and introduced PW1 to a trading company known as Amast Empire Co. According to what the Defendant said in exhibit P3, in Amast Empire, they pay commission on investments and that he has been doing the business since November 2019. The Defendant also stated in exhibit P3 that he was not officially informed if Amast Empire Co. has been registered with the Corporate Affairs Commission. It is important to point out that throughout the length and breadth of exhibit P3, the Defendant consistently used the word 'we'. In his persistent use of the word 'we', the Defendant at page 2 of exhibit P3 stated thus:

> *'Amast Empire is a trading company where we pay commission on your investment. Have been doing the biz since November 2019. When I told Chief he decided to invest ₦5,000,000 for commission of ₦2,000,000 monthly since those with investment of ₦380,000 and above is being paid monthly but Chief said he could not wait for monthly and we decided to pay him weekly only for the first month that was Feb. 2020. He got ₦1,500,000 for the month of Feb 2020. Before this there was an agreement I signed with Chief that we will pay and that my house should be use if we failed. He also call (sic) again that there is a friend of his that want to invest ₦15,000,000 which we also collected the money. The ₦15,000,000 commission could not come because of the present corona virus and we told him that the commission for the month of March will be paid even though we have stopped trading due to the coment (sic) situation the world which is a natural problem not caused by our company Amast Empire Co. but all over the world business has come to a stand*

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> *still. We have talk to Chief to kindly understand and bear with us till the pandemic go off.....*" (Underline for emphasis)

The Defendant's use of the word 'we' is not limited to page 2 of exhibit P3. That word is also replete on pages 3 and 4 of the same exhibit P3. The content of exhibit P3 showed that it was the Defendant and not the said Stessy Ogbodo who had direct contact and dealings with PW1 in the investment transactions culminating into ₦20 million. Apart from the Defendant's constant use of the word 'we', he very often also used the word 'us'. The content of exhibit P3 also showed that the Defendant was directly involved in the dealings with PW1. I am more than convinced from the Defendant's choice of words in exhibit P3 that he is more of a promoter of Amast Empire Co. than an investor in Amast Empire Co. Amast Empire company; an unregistered entity is the conduit through which the Defendant; in collaboration with the said Stessy Ogbodo used in defrauding gullible and unsuspecting members of the public like PW1. It would appear from available facts that PW1's payment of the ₦20 million into Stessy Ogbodo's GT Bank account was a decoy to remove suspicion from the Defendant. Under cross examination, PW1 stated that it was the Defendant that gave him the GT Bank account details of Stessy Ogbodo into which he paid the ₦20 million. Still under cross examination, PW1 told the Court that the Defendant told him that he was into foreign exchange trading. PW1 further testified that he spoke to the Stessy Ogbodo through the Defendant's phone and Stessy Ogbodo confirmed that she and the Defendant are partners. PW1 stated that all the discussions he had with regards to his investments, was with the Defendant and that he does not know the Stessy Ogbodo. The Defendant confirmed that PW1 and Stessy Ogbodo never met in person.

Exhibits P1 and P2 are instructive and I have taken time to study their contents. These exhibits are tripartite investment agreements between PW1, Stessy Ogbodo and the Defendant. Although exhibit P1 has the details of PW1, Miss Stessy Ogbodo and the Defendant as the parties thereto, but its execution was between PW1 and the Defendant. Exhibit P2 has the trio of PW1, Stessy Ogbodo and the Defendant as the contracting parties and they are the signatories thereto. Stessy Ogbodo's contact details in exhibits P1 and P2 were given as 15 Street near Sabath Church Omoshola-Ijohun Oko-Afo bus stop by Badagry expressway, Lagos and Lebanon El Koura-Amion Main Strt DIB Bridge-floor 1. Stessy Ogbodo was in exhibits P1 and P2 described as the managing director while the Defendant was described as the managing member of Amast Empire Co.

The contents of exhibits P1, P2 as well as the Defendant's constant use of the words 'we' and 'us' in exhibit P3 clearly point to the irrebutable presumption that the Defendant worked in concert with the said Stessy Ogbodo to defraud PW1. In paragraph 7 of his deposition on oath of 23rd June 2021; the Defendant averred that he joined Amast Empire in November 2019 after being introduced to the company by a friend, Miss Ogbodo Stessy Amaka who is the managing director of the company. The Defendant was evasive or economical with words when he said he joined Amast Empire in November 2019. What was the capacity under which the Defendant joined Amast Empire? Did he join as an investor; a partner or an employee? In spite of his evasiveness about the capacity in which he joined Amast Empire, the contents of exhibits P1 and P2 as well as the Defendant's persistent use of the word 'we' and 'us' in exhibit P3 gave the Defendant out as a member of the syndicate who used the name of Amast Empire (a company which the Defendant said he cannot confirm the Corporate Affairs Commission registration details); to defraud PW1. My position that the Defendant is a member of a syndicate involved in ponzi investment scheme is made potent with the Defendant agreeing in exhibits P1 and P2 to hand over to PW1 the title document of his property at No. 1 Old Ujevwu Road, Udu Delta State as guarantee that PW1's investments were secured. It is also my stance that the transaction which the Defendant introduced PW1 to is a ponzi investment scheme because of the Defendant's willingness by clause 10 of exhibit P1 and clause 12 of exhibit P2 to sell his said house and other properties to enable PW1 recover his ₦20 million investments in the event of default.

I do not believe the Defendant's evidence in his deposition on oath of 19th January 2023 when he said that he was also an investor in Amast Empire. Obviously, an investor would not use his property to secure the investment of another investor in a company he has no interest or stake in as the Defendant did in exhibits P1 and P2. I view the Defendant's evidence that he also invested in the business

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as an afterthought and a deliberate attempt to distance himself from the fraudulent acts of making PW1 invest in a fictitious and fraudulent transaction. My view is premised on the fact that the Defendant's evidence that he is also an investor was made for the first time in his deposition on oath of 19th January 2023. The Defendant did not in exhibit P3; that is, his statement to the Police, state that he was also an investor. The Defendant did not also in his deposition on oath of 23rd June 2021 state that he was an investor in Amast Empire. An afterthought was in **First Nation Airways (SS) Ltd v. Polaris Bank Ltd** (2022) LPELR-58728(CA) defined as an idea thought of after the main plan, etc has been formed; a later thought or modification. It is a second thought or reconsideration/reflection of the facts usually engaged in after an appropriate explanation, answer or whether it is expedient and is usually conceived too late for the occasion. An afterthought is something not added to the original plan or design. Still on afterthought, the Apex Court in **Agbo v. State** (2006) LPELR-242 (SC) stated thus: '*he that doth a cruel act voluntarily, doeth it of malice prepensed; which is the same as aforethought. Aforethought therefore, does not necessarily imply premeditation, but it implies intention which must necessarily precede the act intended.*'

PW1 told the Court that the Defendant promised him 40%-45% return on investment. PW1 further told the Court that he got ₦1.5 million as refund of his ₦5 million investment. The evidence of PW2 and the Defendant are that the ₦1.5 million PW1 received from the Defendant was return on investment and not a refund of investment. To my mind, it is immaterial whether the ₦1.5 million was a refund of part of PW1's investment or return on his investment. What is material is that aside the ₦1.5 million, the Defendant and Stessy Ogbodo were unable to refund PW1's ₦20 million or the balance of his investment. By clause 5 of exhibits P1 and P2, the Defendant and his cohorts were to pay PW1 40% and 45% interest respectively, as monthly interest on his investments of ₦5 million and ₦15 million. The Defendant and his syndicates were to also pay PW1 additional 10% interest on any month they default in payment of return on investment. The Defendant failed to tell the Court how either him working alone or in conjunction with the said of fraud in which belief in the success of a non-existent enterprise is fostered by the payment of quick returns to the first investors from money invested by later investors. In **Adijeh v. C.O.P Nasarawa State** (2018) LPELR-44563 (CA), the term 'false pretence' was held to denote the offence of knowingly obtaining another person's property by misrepresenting a fact and/or facts with the intent to defraud that person. See also **Aguba v. FRN** (2014) LPELR-23211 (CA). Section 20 of the Advance Fee Fraud and Other Fraud Related Offences Act define 'false pretence' as a representation, whether deliberate or reckless, made by word, in writing or by conduct; of a matter of fact or law, either past or present which representation is false in fact or law, which the person making it knows to be false or does not believe to be true. From the facts presented; what is the false pretence in the Charge against the Defendant? One of the false pretences was the Defendant's assurances to PW1 that the Defendant, Stessy Ogbodo and Amast Empire Co. will pay PW1 40% return on his investment of ₦5 million and 45% return on his investment of ₦15 million. Another false pretence which emanated from the Defendant to PW1 was the Defendant's assurances in clause 3 respectively of exhibits P1 and P2; that the Defendant and Stessy Ogbodo promised to pay PW1 his invested capital as well as the accrued interest, whether or not the trade crashed, or becomes bankrupt or false majeure occurs. Another false pretence from the Defendant to PW1 is respectively contained in paragraph 7 of exhibits P1 and P2. Here, the Defendant guaranteed to pay PW1 additional 10% profit in any month of default in payment of return on investment. Also, the Defendant's willingness to sell his property at No. 1 Old Ujevwu Road, Udu Delta State to restitute PW1 in the event of default in payment of investment, is also false pretence. It is very obvious that the Defendant knew of and believed in the falsity of these assurances at the time he executed exhibits P1 and P2 with PW1. Little wonder the Defendant was not able to fulfill any of the assurances and he did not refund PW1's ₦20 million investments.

Stessy Ogbodo; and using the special purpose vehicle of Amast Empire, an entity whose corporate registration details the Defendant could not ascertain, would be able to pay whooping 40% and 45% monthly return on investments. Of course, such return is impracticable and its achievement exists only in the minds of fraudsters like the Defendant as well as unsuspecting and gullible members of the public like PW1.

The provision of section 1(1)(c) of the Advance Fee Fraud and Other Fraud Related Offences Act is very clear on what constitutes the offence of obtaining by false pretence. An offence under this provision is committed when a defendant; as in the instant case, induces PW1 to part with his ₦20 million through the medium of a contract induced by the false pretence. The very essence of the offence of obtaining money by false pretence is that the Defendant knew and believed in the falsity of the representation that he made to PW1; and which representation made PW1 to part with his ₦20 million in the pretense that the Defendant was to invest it on PW1's behalf. The Defendant made attempt to distance himself from the transaction when he gave evidence that PW1 paid the monies into the GT Bank account belonging to Stessy Ogbodo. I hold that it is of no moment that PW1 paid the ₦20 million into Stessy Ogbodo's account in GT Bank. What is material is that it was the Defendant who provided the account details of Stessy Ogbodo into which PW1 paid the ₦20 million. It is interesting and worth stating that the Defendant did not tender before this Court any document to show that Amast Empire is a registered and distinct entity from him. The Defendant executed Exhibits P1 and P2 in his personal capacity and not as a representative of Amast Empire Co. The Defendant in clause 1 of exhibits P1 and P2 gave assurances that his signature on those exhibits shall be deemed and adopted as the signature of Stessy Ogbodo. The implication of this clause is that the act of Stessy Ogbodo is that of the Defendant and vice versa. The further implication is that the Defendant is one and the same person as Stessy Ogbodo in the transaction with PW1.

It is very glaring that the transactions between PW1 and the Defendant is in the nature of a ponzi scheme. A ponzi scheme is an investment scam that pays early investors with money taken from later investors to create an illusion of big profits. It is a form

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It is my candid stance that the Defendant's evidence under cross examination that PW1's payments to Stessy Ogbodo's account were without his instructions are also afterthoughts and deliberate move by him to absolve himself of any criminal liability. The Defendant did not dispute PW1's evidence that it was the Defendant who gave PW1 Stessy Ogbodo's GT Bank account details into which PW1 paid the cumulative sum of ₦20 million. On the totality of the evidence put forward by the Prosecution and the defence, I hold that I am satisfied that the Prosecution has proved the offence of obtaining money by false pretence against the Defendant beyond reasonable doubt. I find the Defendant guilty of the offence of obtaining money by false present and he is accordingly convicted.

The Defendant was also charged for the offence of conspiracy to obtain money by false pretence. By count one, the Defendant was said to have conspired with another; now at large, to defraud PW1. The offence of conspiracy consists in the agreement of two or more persons to do an unlawful act or to do a lawful act by unlawful means. See **Nogheghase v. State** (2017) LPELR-42650 (CA). Conspiracy is a matter of inference that can be drawn from certain criminal acts of the parties; done in common, pursuant to an apparent criminal purpose. See **Njovens v. State** (1973) LPELR-2042 (SC). By the decision in **Hassan v. FRN** (2018) LPELR-44574 (CA), the ingredients of the offence of conspiracy to obtain money by false pretence are: (i) there was an agreement between the Defendant and other person(s) to do an unlawful thing which is contrary to or forbidden by law and (ii) the agreement was reached with intent to defraud.

On how the offence of conspiracy is determined, the Court of Appeal in **Adesanmi v. State** (2018) LPELR-44325 (CA) held that the unlawful agreement in the offence of conspiracy may be express or implied, but the offence is complete once the parties agree to effect an unlawful purpose. The Court further held that conspiracy is seldom proved by direct evidence. It is proved by circumstantial evidence and inference from certain proved acts. It is the actual

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agreement to commit an offence that constitutes the offence of conspiracy. Although the conspiracy charge in the Information did not contain the name of the person whom the Defendant conspired with; nonetheless, the testimonies of the Prosecution witnesses, the Defendant as well as the exhibits before this Court; especially exhibits P1 and P2, showed that the Defendant's co-conspirator was Miss Stessy Ogbodo. There is consensus between PW1 and the Defendant that PW1 paid ₦20 million into Stessy Ogbodo's GT Bank account number 0177419176. PW1 said it was the Defendant that gave him the account details of Stessy Ogbodo for him to pay the money into. The Defendant could not account for the whereabouts of the Stessy Ogbodo except the assurances he gave in clause 1 of exhibits P1 and P2 that his signature on those exhibits shall be deemed and adopted as that of Stessy Ogbodo.

It is my holding that the evidence adduced during hearing sufficiently established that the Defendant conspired with Stessy Ogbodo to obtain the cumulative sum of ₦20 million from PW1 by false pretences. I hold that the Prosecution proved the offence of conspiracy to obtain money by false pretences against the Defendant beyond reasonable doubt. This Court finds the Defendant guilty on the count of conspiracy and he is accordingly convicted.

For the avoidance of doubt, the Defendant is convicted on count two for the offence of obtaining the sum of ₦20 million from Frank Oteri (PW1) by false pretences. The Defendant is also convicted on count one for the offence of conspiracy to obtain money by false pretence.

Before signing off on this Judgment, I find it necessary to comment briefly on the erroneous notion held by the Defendant and his Counsel. In paragraph 14 of his deposition on oath of 19th January 2023, the Defendant testified that the ₦20 million investment transaction by PW1 was purely contractual. The Defence Counsel towed the same line in his argument in paragraphs 3.24 to 3.27 of his Address when he submitted that the transaction between PW1, Stessy Ogbodo and the Defendant was civil in nature. The Defence

Counsel made further argument that the mere fact that the business did not go as expected did not metamorphose the civil transaction to a criminal offence. The Supreme Court in **Nwaoboshi v. FRN** (2023) LPELR-60698 (SC) held that an offence is said to be committed fraudulently if the action or conduct is a deceit to make, obtain or procure money illegally. By the fraudulent act or conduct, a defendant deceives his victim by what he does not really have. Such a defendant is regarded as an imposter. The Defendant's act or conduct; in conjunction with Stessy Ogbodo when they entered into agreement to pay PW1 40% and 45% return on investments, when in fact they knew and believed in the impracticability of such agreements, is a fraudulent act. The gullibility of PW1 is not a justification for the acts of the Defendant and his cohorts to induce him into impracticable investments. From available evidence on both sides, I hold that I see no element of civil relationship or transactions in the actions of the Defendant. Rather, what I see is a deliberate act by the Defendant; in concert with Stessy Ogbodo to defraud PW1 by making him invest in fictitious forex trade under the platform of Amast Empire Co.; an entity which the Defendant said he cannot verify the corporate registration status.

Before sentencing the Defendant, the Court will listen to his allocutus.

I have listened to the allocutus from the Defendant's Counsel on behalf of the Defendant who is unable to personally make the allocutus by reason of the fact that he collapsed during the Judgment reading. I have also noted the information passed by the Prosecution that they do not have any records of previous conviction of the Defendant. This Court notes the prevalence of the offence of obtaining money by false pretences and its negative effect on Nigeria in the international sphere. In the event of a verdict of guilt, punishment under section 1(3) of the Advance Fee Fraud and Other Fraud Related Offences Act is mandatory and does not admit of any discretion from the Court. Punishment is a maximum of 20 years and minimum of 7 years imprisonment without an option of fine.

The Defendant is hereby sentenced to 7 (seven) years imprisonment for the offence of obtaining the sum of ₦20 million from Frank Oteri by false pretences. The Defendant is also sentenced to 7 (seven) years imprisonment for the offence of conspiracy to obtain money by false pretences from Frank Oteri. The sentences shall run concurrently and shall take effect from today; the 9th day of October 2024.

Presently, our criminal law jurisprudence is not only punitive. Restitution now plays a key role here. The power of the Court to make order for restitution after conviction in a criminal trial is recognized by statute and exercisable by the Court irrespective of whether or not the Prosecution applied for restitution for the victim of the crime. See **Nwosu v. FRN** (2022) LPELR-57787 (CA). The Defendant shall restitute the victim, Frank Oteri the ₦20 million he fraudulently obtained from him by false pretences. The Prosecution shall ensure that it takes all necessary steps to recover the sum from the Defendant on behalf of the victim.

JUSTICE V.O. AGBOJE (MRS.)
JUDGE
09/10/2024

Appearance:

Mrs. A.L. Aikpokpo-Martins (Deputy Director) for the State
V.O. Eze Esq. for the Defendant

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