

Delivered via Email

To:-

The Officer-in-Charge
Economic and Financial Crimes Commission (EFCC)
Lagos Zonal Office
No. 15A, Awolowo Road
Ikoyi, Lagos
Nigeria

Email: info@efcc.gov.ng

CC: The Managing Director
PWAN Group
Floor 1 to 5, Puri Mall Building
Km 25, Lekki-Epe Expressway
Opposite Lagos State University (LASU)
Oko Ado, Ajah, Lagos State
Nigeria

Email: info@pwangroup.com, pwanpronigeria@gmail.com

The Managing Director
PWAN Pro Realtors and Estates Limited
CDV Court 1
Opposite Catholic Church of the Epiphany
Ologolo Village Road
Lekki Peninsula Phase 2, Lekki
Lagos State, Nigeria

Email: info@pwanpro.com, pwanpronigeria@gmail.com

**PETITION AGAINST PWAN CHAMPION REALTORS & ESTATES LIMITED
OVER FRAUDULENT MISAPPROPRIATION OF FUNDS TOTALING
₦3,120,000.00 (THREE MILLION, ONE HUNDRED AND TWENTY THOUSAND
NAIRA ONLY)**

We write on behalf of our client (hereinafter referred to as “**the alleged petitioner**”) to formally petition against **PWAN CHAMPION REALTORS & ESTATES LIMITED** for acts bordering on financial fraud, criminal breach of trust, obtaining by false pretences, and the issuance of a dud cheque, all in contravention of the laws of the Federal Republic of Nigeria.



FACTS OF THE CASE:

1. The alleged petitioner made cumulative payments to PWAN CHAMPION REALTORS & ESTATES LIMITED amounting to a total sum of **₦2,400,000.00 (Two Million, Four Hundred Thousand Naira Only)**. These payments were made in two tranches: **₦500,000.00** and **₦1,900,000.00** respectively, all duly acknowledged by the company.
 2. These funds were paid as consideration for the full purchase of a 320 square metre plot of land situated at **Champions Bay Phase 2 Estate, Lagos**, under the promotional offer titled “Buy 2 Sell 1.” The company subsequently issued a sales receipt to that effect, dated **April 29, 2024**, bearing official stamp and signature (attached herein).
 3. Upon maturity of the agreed term of investment or land allocation, the company issued a **Zenith Bank cheque** dated **April 29, 2025**, for the sum of **₦3,120,000.00 (Three Million, One Hundred and Twenty Thousand Naira Only)**—purportedly as repayment or settlement of the transaction.
 4. However, when the cheque was presented for payment, it was **dishonoured** by the bank on grounds of **insufficient funds**, making it a **dud cheque**—a clear breach of legal and ethical financial conduct.
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APPLICABLE LEGAL BREACHES:

The following statutory provisions have been violated:

1. **Section 1(1)(b) of the Dishonoured Cheques (Offences) Act, Cap D11, LFN 2004**
“Any person who obtains credit...by means of a cheque which is dishonoured on the ground that no funds or insufficient funds were standing to the credit of the drawer...shall be guilty of an offence and on conviction shall be liable to imprisonment for two years, without an option of fine.”
 2. **Section 312 of the Criminal Code Act, Cap C38, LFN 2004** – relating to criminal breach of trust.
 3. **Section 419 of the Criminal Code Act** – which criminalizes obtaining property or credit under false pretences.
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RELIEFS SOUGHT:

In view of the foregoing, we respectfully request that your esteemed office:

1. Investigate PWAN CHAMPION REALTORS & ESTATES LIMITED and its responsible officers for fraudulent activity and breach of trust.
2. Prosecute all persons found culpable under the appropriate laws.
3. Compel the company to refund the full sum of ~~₦~~**3,120,000.00** to the alleged petitioner.
4. Take measures to prevent future occurrences and protect other unsuspecting members of the public.

ATTACHED DOCUMENTS:

- Image of the dishonoured cheque issued by PWAN CHAMPION REALTORS & ESTATES LIMITED.
- The official sales receipt dated April 29, 2024.
- Supporting payment details and related documentation available on request.

We trust that this matter will receive your prompt and decisive attention.

Yours faithfully,

[Your Name or Law Firm's Name]

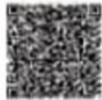
On behalf of the Alleged Petitioner



Online Banking

Transaction Receipt

Payer	D. [REDACTED] Fidelity Bank Plc.
Receiver	PWAN CHAMPION REALTORS AND EST LTD [REDACTED] Zenith Bank
Transaction	NGN 500,000.00 INTERTRANSFER 29 April 2024 at 1:04 pm GMT+1
Narration	ONB TRF TO PWAN CHAMP **2830 ZEN Buy 2 sell
Reference	ONB24042901043909504 SUCCESSFUL



This is an electronic receipt of a transaction and does not require any signature.

The authenticity of transaction can be confirmed with the Bank.

For any other assistance, kindly call True Serve on 0700 3233 5489 or email
true.serve@fidelitybank.ng

TRANSACTION RECEIPT



Monday, April 29, 2024

Transaction Type: Local Transfer

Transaction Date: 29-Apr-2024 01:02:56 PM

Debit Account: D [REDACTED] (13)

Credit Account: [REDACTED]

Beneficiary: PYWAN CHAMPION REALTORS AND EST LTD

Bank: Zenith Bank Plc

Narration: Buy 2 sell

Status: Success

₦1,900,000.00

DISCLAIMER: Your transaction has been successfully processed. Note, however, that completion of any transfer may be affected by other factors including but not limited to transmission errors, incomplete information, fluctuations on the network/internet, interruptions, glitch, delayed information or other matters beyond the Bank's control which may impact on the transaction and for which the Bank will not be liable. All transactions are subject to Zenith Bank confirmation and fraud proof verification.

For any other assistance, kindly contact us on
zenithdirect@zenithbank.com and 234-1-2787000



ZENITH BANK PLC

IKETA, SHOPPING COMPLEX BRANCH
SACOS 828-88, 829-88 IKETA SHOP COMPLEX, LAGOS

0111588053

Date: 29-04-2025

To: [REDACTED]
Payable to: THREE MILLION, ONE HUNDRED AND TWENTY THOUSAND Naira ONLY

Amount in Figures

Yano *Sony*

N 3,120,000.00



PAYEE'S SIGNATURE AND SEAL HERE

0000004530 057405686 227922830 02 29022025 74


₦3,120,000.00 (Three Million, One hundred and twenty thousand Naira) only unfailingly, without any deduction whatsoever, whether or not the Vendor has sold the said One (1) plot of land measuring 320SQM per plot and without regard to the amount the said One (1) Plot of land was sold.

IT IS HEREBY FURTHER agreed that:

- a. Both Parties agree to abide by the terms and conditions of this Agreement.
- b. The Vendor shall adequately indemnify and keep indemnified the PURCHASER against all loss and third-party conflicting claims over the said One (1) plot of land measuring 320SQM.
- c. The Purchaser's choice to keep the said plot of land shall be subject to the management's decision.
- d. This contract determines exactly Twelve (12) Months from the date first above written or the date on the final receipts hereto attached.
- e. This Agreement shall be governed by Nigerian law and parties shall attempt to resolve any dispute or differences arising therefrom through mutual discussions. If the parties are unable to resolve the dispute within 30 days, the dispute shall be referred to Arbitration to be heard by a single Arbitrator appointed by the president of the Lagos Court of Arbitration. It shall be subject to the exclusive jurisdiction of Nigerian courts.

IN WITNESS WHEREOF, the Parties have hereto set their hand and sealed this day and year first above written.

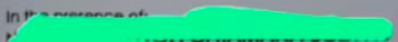


THE COMMON SEAL of **THE VENDOR** is affixed
PWAN CHAMPION REALTORS AND ESTATES LIMITED
IN THE PRESENCE OF:


DR. AMB. BENEDICT IBHADON

DIRECTOR


SECRETARY

SIGNED, SEALED AND DELIVERED
By the within named **'PURCHASER'**

In the presence of:



WIT

THIS AGREEMENT is made this 29th day of April, 2024

BETWEEN

PWAN CHAMPION REALTORS AND ESTATES is a Limited Liability Company incorporated under the Laws of the Federal Republic of Nigeria with its office at 108 Muritala Eletu Street Beside Mayhill Hotel Jakande Bus stop, Osapa London, Lekki Peninsula Phase 2, Lagos State (hereinafter referred to as **'THE VENDOR'** which expression shall wherever the context so admits include its assigns, legal representatives and successors-in-title) of the one part.

AND

[REDACTED]
(Hereinafter referred to as **'THE PURCHASER'** which expression shall wherever the context so admits include his heirs, assigns and legal representatives) of the other part.

WHEREAS:

1. The Vendor is a real estate Marketing and Investment Company engaged in the acquisition of tracts of land and development of estates which is laid out into schemes and gated estates and are thereafter allocated to Subscribers to the Schemes.
2. The Vendor has acquired a vast tract of land situate at IGBOGUN COMMUNITY, IBEJU-LEKKI LOCAL GOVERNMENT AREA OF LAGOS STATE and described as CHAMPIONS BAY PHASE 2 ESTATE.
3. The Vendor with intent to achieve her objective of development of CHAMPIONS BAY PHASE 2 ESTATE has created a Scheme called BUY TO SELL SPECIAL OFFER, whereby interested persons or organizations shall subscribe to the Scheme by acquiring special plots of land measuring either 50, 75, 100, 200, 300, 450, 320, and/or 900 square meters per plot at CHAMPIONS BAY PHASE 2 ESTATE.
4. The Vendor has agreed to sell a parcel of land at the Scheme measuring 320SQM to the Purchaser and the Purchaser has agreed to buy same from the Vendor subject to the Terms and Conditions of the BUY TO SELL SPECIAL OFFER herein stipulated in this Agreement.

IT IS HEREBY AGREED as follows:

- a) That the Purchaser has fully subscribed to **One (1) plot** of land (measuring **320 square meters**) and the Vendor has accepted same upon the terms of the BUY TO SELL SPECIAL OFFER.
- b) The Purchaser has paid the Consideration of the total sum of **N2,400,000.00 (Two million, Four hundred thousand naira)** only for the One (1) Plot of land measuring 320SQM at CHAMPIONS BAY PHASE 2 ESTATE, the receipt of which the Vendor hereby acknowledges.
- c) That both parties agree that this Contract shall commence on the 29th day of April, 2024 and efflux on the 29th day of April, 2025, a Twelve (12) Months duration and as such, a postdated cheque of the total sum of **N3,120,000.00 (Three Million, One hundred and twenty thousand Naira)** only is herein attached to this Contract of Sale payable to the Purchaser from the 29th day of April, 2025.
- d) That consequent upon the aforementioned BUY TO SELL SPECIAL OFFER, the Vendor shall sell the said One (1) Plot of Land measuring 320SQM on behalf of the Purchaser within a period of Twelve (12) Months from the date of this Agreement.
- e) That notwithstanding any other provision of this Agreement, at the end of Twelve (12) Months from the date this Agreement, the Vendor shall pay the Purchaser the sum of

108 Muritala Eletu Street, Beside Mayhill Hotel,
Osapa London, Jakande Bus Stop, Lekki Phase 2, Lagos State

Sales Receipt

Date: [REDACTED]
Receipt #:
File #:

Payment Method	Reconciling Bank	Estate	Duration
Outright	ZENITH BANK	Champions Bay Phase 2 Estate Lagos	12 Mths
Description			Line Total
Being full payment for 320 Sqm Plot(s) of [CHB2] Land at Champions Bay Phase 2 Estate (BUY 2 SELL)			N2,400,000.00
Amount in words: Two Million, Four Hundred Thousand Naira Only			Subtotal N2,400,000.00
			Tax Total N 0.0
			N2,400,000.00

Additional Information

Total Amount: N 2,400,000.00
Outstanding Balance: N 0.00
Size per Plot: 320 Sqm

FOR PWAN Champion Ltd:

AMB. DR. BENEDICT ABUDU IBHADON

Signature

PWAN CHAMPION
REALTORS AND ESTATE

LIMITED
SNG

