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THE APPLICABILITY OF CUSTOMARY ARBITRATION IN THE RESOLUTION OF SALE OF FAMILY PROPERTY DISPUTES IN NIGERIA

By

Bukola Oyaleke*

&

Solomon O. Afolabi, PhD**

Abstract

Sale of family property is a recognized method by which title in land is transferred under Nigerian law. Family property refers to property owned by a family, whether small or large. It must be noted that the principles governing the sale of family property form part of native law and custom. These principles usually differ from one community to another and constitute a question of fact that must be proved based on the circumstances of each case, unless a court has taken judicial notice of them. Disputes often arise from

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the sale of family property which, if not properly managed, can escalate and cause unrest within the family, especially when the disputants belong to the same family or community. This paper examines the resolution of family property disputes in Nigeria through the use of customary arbitration, with a focus on the legal status of non-natives/foreigners under customary arbitration in transactions involving the sale of family property.

Keywords: Customary Arbitration; Non-Natives/Foreigners; Nigeria; Family Property

1.0.0:Introduction

Communal and family ownership of property are often used interchangeably but are not the same.¹ Communal ownership refers to a community owning property, while family property refers to property owned by a family (whether small or large).² However, the principles relating to their sale are essentially the same.³ The principles governing the sale of family property form part of native law and custom, which usually differ from one community to

¹ Emeka Chianu, *Law of Sale of Land* (Law lords Publications, 2009, 256)

² Ibid

³ Ibid

another and must be proved as questions of fact based on the circumstances of each case, unless a court has taken judicial notice of them.⁴

The principle relating to the sale of family property may be succinctly put as follows: where the head and other principal members of the family sell family property, the sale is valid; where the head of the family alone sells on behalf of the family, the sale is voidable; where the head of the family sells family property as his personal property, the sale is void; and where a member or all the members of the family sell without the consent of the head of the family, the sale is void. Disputes and conflicts may arise from the sale of family property, which may involve disputes solely among natives or between natives and non-natives.

Conflicts among human beings are as old as life itself. Conflicts occur on different levels, including (but not limited to) international, intergroup, intragroup, interpersonal, and

⁴ Section 14, Evidence Act; *Erokwu v. Bosah* (1966) ANLR 158, 161; *Taiwo v. Dosumu* (1966) NMLR 94; *Chianu* (n 1) 256

intrapersonal levels.⁵ Various issues such as beliefs, values, resources, emotions, roles, and responsibilities can trigger conflicts.⁶ Conflicts also arise in different social contexts—between friends, family members, business associates, neighbors, strangers, consumers and merchants, or even involving foreigners and business partners dealing on illegal proceeds of crime.⁷ However, the existence of conflict is not the main issue; rather, the means of resolving conflict is the crucial matter. Before the advent of modern dispute resolution mechanisms, disputants often resorted to avoidance, self-help, peaceful negotiation, argument, escalation, physical violence, peace-seeking, mediation, or

⁵ Bukola Oyaleke, 'From Botswana to Nigeria: A comparative analysis of the legal status of non-tribesmen and non-natives under Customary Arbitration in Botswana and Nigeria' [2021] 1(1) *AJLE & E*, <https://ajleejournal.com/index.php/ajlee/article/view/124> accessed 20 March 2025

⁶ Olubayo. O, 'Customary Arbitration and Its Development in Nigeria' in *Current Issues in Nigerian Jurisprudence*, Essays in Honour of Chief. Adegboyega Solomon Awomolo, Nigeria, 2007, 1; Bukola Oyaleke, 'Breaking the ceiling glass: Illegality of mandatory requirement for Police Report-Clearance for Medical Emergence Treatments by Health Providers in Nigeria' (2023) 11(2), *International Journal of Science, Technology and Society*, <https://www.sciencepg.com/ijsts>

⁷ Ibid p.1; Bukola Oyaleke, 'A critical analysis of trade-based money laundering activities in Nigeria' (2024) 1(1), *KWASU Business and Private Law Journal*, <https://kwasuspace.kwasu.edu.ng/handle/123456789/2907>; ISSN: 0795-7408

settlement as strategies for resolving their differences.⁸ It is a general notion that litigation is the most effective means of resolving disputes.⁹ The challenges associated with litigation led to the development of customary arbitration in Nigeria. This raises the question: does customary arbitration have any roots in Nigerian jurisprudence?

2.0.0: Historical Background of Arbitration in Nigeria

Arbitration is of primordial origin; in one form or another, it has existed since time immemorial. The practice of resolving disputes is so ancient that its true origins can only be traced back to the early evolution of human society.¹⁰ The resolution of dispute has a very long history that the true ascertainment of its origin lies in the history of the origin of the evolution of man. This means that different people of different ages in different communities have settled or resolve dispute harmoniously using traditional method or

⁸ Ibid 2; Oyaleke, B, 'Regulating trade-based illicit financial activities in Nigeria' (LL.M Dissertation, University of Pretoria, South Africa, 2019) 64 <http://hdl.handle.net/2263/73378> accessed 20 March 2025

⁹ Investment Treaty Arbitration and Emerging Markets: Issues, Prospects and Challenges, (Nigeria, Lagos, Nigerian Institute of Advanced Legal Studies,) 5

¹⁰ Oyaleke (n 5) <https://ajleejournal.com/index.php/ajlee/article/view/124> accessed 20 March 2025

system. In other words, different peoples in different communities and eras have traditionally settled disputes in a harmonious manner using local methods. For instance, the Bushmen of the Kalahari, the Hawaiian Islanders, the Kpelle of central Liberia, the Abkhazians of the Caucasus Mountains, the Yoruba of Nigeria, and the people of China, among others, have all used traditional mediation methods to resolve issues within their communities.¹¹

Thus, no society can lay claim to the exclusive evolution of the practice of arbitration as a dispute resolution mechanism, although countries like China, India, and Italy (among others) often claim to have introduced the system.¹² References to the settlement of early international and private disputes are found in Sumerian inscriptions dating back to 4000 BC.¹³ Despite the fact that courts, through litigation have long been the primary forum for resolving disputes (and remain the main forum today), the fact remains that

¹¹ Ayinla, L.A, 'ADR and the Relevance of Native or Customary Arbitration in Nigeria,' [2009] 5(1) *University of Ilorin Law Journal*, 255

¹² M.M. Akanbi, *Domestic Commercial Arbitration in Nigeria: Problems and Challenges* (Ph. D Thesis, School of Law, Kings College London, University of London, 2005) 21

¹³ Ibid 49; Oyaleke (n 5) <https://ajleejournal.com/index.php/ajlee/article/view/124> accessed 20 March 2025

arbitration has ancient origins, has developed over time, and is still evolving as a progressive mechanism.¹⁴

At the international level, many disputes in international trade are settled not in court but through arbitration.¹⁵ Arbitration is a private, informal process in which the parties to a contract agree in writing to submit their disputes to one or more impartial persons (the arbitrators) who will adjudicate the controversy and render a final, binding award. It is used for a wide variety of disputes, including commercial disagreements involving technology, intellectual property, major business activities, construction, securities transactions, real estate, insurance claims, and employment grievances. Arbitration is characterized by several distinct advantages over court proceedings. First, it provides an independent forum where the dispute is resolved by arbitrators of the parties' own choosing. Second, the dispute is handled by experts, and the award rendered is final and enforceable in different jurisdictions. Third, arbitration is a confidential process

¹⁴ Ibid 50

¹⁵ Aiste Sklenyte, *International Arbitration: The Doctrine of Separability and Competence-Competence Principle* (The Aarhus School of Business, 2003) 6

that can help minimize the impact of a dispute on the parties' relationship. It also removes the matter from the court's jurisdiction, and¹⁶ commercial arbitration is often faster than litigation. In summary, arbitration is result-oriented, stable, fast, affordable, flexible, and cost-effective. Nigeria is not left out in the practice of arbitration as a form of Alternative Dispute Resolution.¹⁷

Conventionally, litigation was almost the sole means of resolving disputes, whether commercial or otherwise. Historically, however, conciliation, mediation, and arbitration have also played major roles in resolving disputes in Nigeria and globally.¹⁸ Alternative dispute resolution (ADR) exists in various forms, and the precise procedure can be tailored to the agreement of the parties and the circumstances of the particular dispute. The common aim of any ADR process is to provide a flexible procedure through which the

¹⁶ D'Arcy, L. & Murray, C. & Cleave, B, 'Scmitthoff's Export Trade, (London, Sweet & Maxwell, 10th ed, 2000) 473

¹⁷ Adedoyin Rhodes-V, 'Arbitration and Alternative Dispute Resolution as Instruments for Economic Reform' (Paper delivered at the 11th Maritime Seminar for Judges, Abuja, 2010) 2

¹⁸ Idornigie, P.O, *Investment Treaty Arbitration and Emerging Markets: Issues, Prospects and Challenges*, (Nigeria, Lagos, Nigerian Institute of Advanced Legal Studies, 2011).5

parties can resolve their dispute at less cost in terms of both time and money, recognizing that the outcome will not necessarily mirror what a court trial might produce.¹⁹ When properly conducted, an ADR process can leave the parties' relationship intact despite their differences. In other words, this means that the concept of Arbitration has been, and is a still known method of resolving disputes despite the fact that it is not yet fully known and developed as the adjudicatory method of disputes resolution known as litigation.

3.0.0: Nature of Customary Arbitration in Nigeria

It is undisputed that decisions reached outside the formal court system can be recognized by the formal courts. Arbitration has been recognized as an alternative dispute resolution mechanism in Nigeria and worldwide,²⁰ and its efficacy cannot be overemphasized. However, before delving into the meaning of customary arbitration, it is important to note that **Customary Arbitration** and **Customary Law Arbitration** are used

¹⁹ Ibid 2

²⁰ Gaius Ezejiofor (1997) *The Law of Arbitration in Nigeria*,
540

interchangeably in this paper, as any distinction between them is merely academic.²¹

Karibi-Whyte JSC²² (as he then was) provided a judicial definition of Customary Arbitration as:

It is well accepted that one of the many African customary models of settling disputes is to refer the disputes to the family head or an elder or elders upon the subsequent acceptance by both parties of the suggested award, which becomes binding only after such signification of its acceptance, and from which either party is free to resile at any stage of the proceedings up to that point...

Similarly, Elias noted that customary arbitration is a reference of a grievance to the family head or an elder of the community for:

a compromise solution based upon subsequent acceptance by both parties of the suggested award which becomes binding only after such signification

²¹ Nwauche, E.S: 'Customary Law Arbitration and Customary Arbitration in Nigerian' (1999)3(1) LPJ

²² Agu v Ikewibe (1991) 3 NWLR (Pt.180) 385 at 407

of its acceptance, from which either party is free to
resile at any stage of the proceedings up to that
point.²³

This position was also maintained in *Ohiaeri v. Akabeze*²⁴ and
further reiterated by the Supreme Court in *Eke v. Okwaranya*²⁵.

The Supreme Court recently gave judicial recognition to the
concept of customary arbitration in *Okereke v. Nwankwo*,²⁶ where
it held that a customary arbitration is an arbitration of disputes
founded on the voluntary submission of the parties to the decision
of arbitrators who are either chiefs or elders of their community,
with an agreement to be bound by such decision or the freedom to
resile if the outcome is unfavorable.²⁷

With due respect to the learned Justice's view in the above case, I
humbly submit that the legal position of arbitration particularly
customary arbitration has changed. Arbitration is now seen as a

²³ Oyaleke (n 5) <https://ajleejournal.com/index.php/ajlee/article/view/124>
accessed 20 March 2025; Eliasz. T.O, *The Nature of Customary Law* (UK,
Manchester University Press, 1956) 212;

²⁴ (1992) 2 NWLR (Pt.221) 1 Pt.28

²⁵ (2001) 4 SC (Pt.11) 71 Pt.89

²⁶ (2003) 9 NWLR 592 SC

²⁷ See also: *Agu v Ikewibe* (1991) 3 NWLR (Pt.180) 385 at 407

contract between two consenting parties, whose binding legal effect makes it practically impossible for either party to resile from it.²⁸ The *raison d'être* is that no one should be allowed to approbate and reprobate at the same time.²⁹ Since the parties chose their own arbitrator to judge the dispute between them, they cannot, once the award is valid on its face, object to the arbitrator's decision on either law or facts.³⁰ This position was reiterated by the court in *Ndah v. Chianuokwu*.³¹ The general rule is that parties take their arbitrators for better or worse, both as to decisions of fact and decisions of law.

The rationale behind the binding effect of arbitration stems from the fact that the parties—who have the right to resort to court for adjudication—have voluntarily, without any prompting, opted for a decision by a non-judicial body. Having held themselves bound by this choice, neither of them can be allowed, in law or equity, to resile from the position they have willingly created; after all, no

²⁸ *Oline v. Obodo* (1958) 22 SCNLR 298; *Njoku v. Ekeocha* (1972) 2 ECSLR 199; *Inyang v. Simeon Essien* (1957) 2 FSC 39; *Oparaji v. Ohanu* (1990) 6 SC 41; *Mensah v. Takyiampong & Ors* (1940) 6 WACA, 118

²⁹ *Ndah v. Chianuokwu* (2006) ALL FWLR (Pt.315) 169 at 181

³⁰ *Olubayo. O* (n. 6)

³¹ (2006) ALL FWLR (Pt.315) at 181

one can be permitted to approbate and reprobate at the same time.

To allow any party to resile from that decision would be repugnant to natural justice, equity, and good conscience.

One important feature of customary arbitration is that the agreement to arbitrate is essentially oral, and the arbitral proceedings and decisions are usually not in writing. Therefore, they do not fall within the scope of the provisions of the Arbitration and Conciliation Act.³² Unlike arbitration under the Act, which is irrevocable except by agreement of the parties or by leave of the court, a customary arbitration agreement is not irrevocable. It can be revoked by the parties at any time before the constitution of the tribunal and the commencement of the arbitral proceedings. A customary arbitral award is on par with a judgment of the court, as recognized by the Supreme Court in the case of *Ras Pal Gazi Construction Company Ltd v. FCDA*³³. An award granted at the end of an arbitration process is as valid as a

³² Arbitration and Conciliation Act. Cap. A 18, LFN, 2004

³³ *Ras Pal Gazi Construction Company Ltd vs. FCDA* (2001) 5 SCNJ, 234

judgment of the court delivered in a courtroom.³⁴ It is important to emphasize, however, that a decision or award from a customary arbitration, though binding on the parties and their privies, is not a judgment of a court of law. Therefore, such decisions cannot be equated with court judgments capable of creating judicial precedent.³⁵ Customary arbitration lacks intrinsic force, and it cannot be enforced like a regular court judgment until it is pronounced upon by a court of competent jurisdiction. The court held in *Okpuruwu v. Okpokam* thus:

It must always be borne in mind that the decision of arbitration... lacks intrinsic or inherent force until pronounced upon by a competent judicial authority.

So that at the end of the day, it is the court that baptises an arbitration decision, giving it in the process the power to operate as estoppel per rem judicatam.

³⁴ *Adedoyin Rhodes-V* (n.17) 2

³⁵ Timsit J, 'Mediation: An Alternative to Judgment, not an Alternative Judgment' (2003) J.C.I. Arb.69(3) p.159.

Before such an award can create estoppel per rem judicata or issue estoppel, it must be pleaded and proved in proceedings before a court.³⁶ Also, the ingredients of a valid customary arbitration must be pleaded and proved.³⁷

4.0.0: The Legal Status of Non-Natives/Foreigners in the Resolution of Family Property Disputes under Customary Arbitration

Oftentimes, disputes may arise from the sale of family property in which the main parties are natives on one side and non-natives on the other. Hence, the question often arises: what is the legal status of foreigners under customary arbitration in Nigeria when disputes relate to the sale or acquisition of family property?

It has been argued that arbitration is a contract³⁸ between the parties, and as a general principle of law, all persons have the legal

³⁶ *Ofomata & Ors V Anoka & Ors* (1974) ECSLR 251; *Okereke v Nwankwo* (2003) 9 NWLR (Pt.828)592; *Odinigi v Oyeleke* (2003) 6 NWLR (Pt.708) 12; *Ohiaeri v Akabeze* (1992)2 NWLR (Pt.221) 1; *Agu v Ikewibe* (1991) 3 NWLR (Pt.180) 385 at 407; *Oparaji v .Ohanu* (1999) 9 NWLR (Pt.618) 290

³⁷ *Ehoche V. Ijegwa* (2003) 7 NWLR (Pt.818)139; See also: *Nwannewuihe v. Nwannewuihe* (2007) NWLR (Pt. 1059) 1 at 16 - 17

³⁸ *Oyaleke* (n 5) <https://ajleejournal.com/index.php/ajlee/article/view/124> accessed 20 March 2025; *Kellor, F, Arbitration in Action: A Code for Civil, Commercial and Industrial Arbitrations* (Mishawaka, U.S.A,1941)

capacity to contract, subject to certain limitations or qualifications.

By implication, this means that both natives and non-natives have the capacity to enter into a valid customary arbitration. In this section, we will examine the legal status of natives and non-natives in resolving family-property-related disputes under customary arbitration, with a view to determining the applicable law in matters between natives on the one hand, and between natives and non-natives on the other, in disputes involving family property.

A “native” includes a *native of Nigeria* and a *native foreigner*. A “native of Nigeria” means any person whose parents were members of any tribe indigenous to Nigeria and the descendants of such persons; it also includes any person one of whose parents was a member of such a tribe. A “native foreigner” means any person (not being a native of Nigeria) whose parents were members of a tribe indigenous to some part of Africa and the descendants of such persons; it includes any person one of whose parents was a member of such a tribe.³⁹ In this paper, the definition of *native* refers to the “native of Nigeria” category. Accordingly, the “non-

³⁹ S.34, High Court Laws of Northern Nigeria

natives/foreigners” mentioned in this work are persons whose parents were not members of any tribe indigenous to Nigeria (including the descendants of such persons); this also includes any person one of whose parents was a member of such a tribe.

It is well-established that customary law will usually apply to govern a transaction in the following circumstances:

(a) where the parties are natives or the transaction is subject to customary law;⁴⁰

(b) where the transaction involves a native and a non-native, but substantial injustice would be caused to either party if customary law is not applied;⁴¹ and

(c) where a statute provides that customary law should apply.⁴²

Conversely, customary law will not apply if:

(a) the parties expressly agree that customary law should not apply;

(b) the nature of the transaction indicates the parties could not have

⁴⁰ Lewis v. Bankole (1908) 1 N.L.R 81

⁴¹ Nelson v. Nelson (1951) 13 W.A.C.A 248

⁴² Agidigbi v. Agidigbi (1992) 2 N.W.L.R Pt. 221

intended customary law to apply; or

(c) the transaction is unknown to customary law.⁴³

From the above, it can be seen that in transactions between natives (including those involving the sale of family property), any disputes that arise are generally governed by customary law and are usually referred to customary arbitration for settlement. The legality of non-natives submitting their disputes to customary arbitration in the settlement of family-property-related disputes is predicated on the general contract law principle that every person has the capacity to enter into a valid contract, and that in the absence of vitiating factors such a contract is valid.⁴⁴

This argument flows from the fact that an arbitration clause in a contract or an arbitration agreement is purely contractual.⁴⁵

According to the concept of *pacta sunt servanda*,⁴⁶ the consensus ad idem of the parties serves as the legal basis for its binding

⁴³ Lewis v. Bankole (Supra)

⁴⁴ Orient Bank Nigeria Plc v. Bilante International Ltd (1997) 8 NWLR (Pt. 515) at 36 p.76

⁴⁵ Kellor, F, 'Arbitration in Action: A Code for Civil, Commercial and Industrial Arbitrations' (Mishawaka, U.S.A, 1941).

⁴⁶ "Pacta sunt servanda" represents the idea that agreements should be observed as recognized under International Law

force.⁴⁷ This implies that as long as the parties have the legal capacity to enter into a valid customary arbitration, it is immaterial whether they are natives or non-natives. The legal basis for its binding effect is the voluntary submission of the parties.

Therefore, the legality of the status of non-natives/foreigners who submit to customary arbitration in Nigeria for disputes arising from the purchase of family property is a question of law. This has already been settled by contract law principles particularly the principle of capacity to contract that all persons generally have the legal capacity to enter into a valid contract, and in the absence of vitiating factors such a contract will be binding and final. In relation to customary arbitration, where foreigners to a dispute arising from the purchase of family property (including land) voluntarily submit to customary law and agree, expressly or by implication, that the decision of such arbitration will be accepted as final and binding, then once the arbitrators reach a decision,

⁴⁷ Hong-lin Yu, 'A Theoretical Overview of the Foundations of International Commercial Arbitration'[2008] 1(2) *Contemp. Asia Arbitration Journal*, 266; Oyaleke (n 5) <https://ajleejournal.com/index.php/ajlee/article/view/124> accessed 20 March 2025

The question then is: in a contract between a native and a non-native, or between two non-natives, can the parties include a provision referring their disputes to a non-judicial body such as customary arbitration? If the answer is in the affirmative, what is the legal status of the non-native party and of the award in such an arbitration? If the answer is no, can the dispute be resolved under the Act, and what would be the legal effect of the award?

Another question is whether a foreigner (a citizen of a country other than Nigeria) can be compelled to submit to a customary arbitration simply because the other party is a native. If yes, can such arbitration be binding on him? If no, what is the legal position?

This leads us to the next issue, which is the status of the outcome of the arbitral process. As a general rule, transactions between a

⁴⁸ *Oline v.Obodo* (1958) 22 SCNLR 298; *Njoku v. Ekeocha* (1972)2 ECSLR 199, *Inyang v. Simeon Essien* (1957) 2 FSC 39; *Oparaji v .Ohanu* (1990) 6 SC 41

non-native and a native are not governed by customary law.⁴⁹

However, the law provides an exception: customary law may be applied where it appears to the court that adhering to any law other than customary law would result in substantial injustice to either party.⁵⁰ Where a non-native voluntarily submits to the jurisdiction of customary arbitration to settle a dispute, the resulting arbitration is binding on that person and it attains the status of *estoppel per rem judicatam*.⁵¹ This is because voluntary submission is the fulcrum of the binding force of a valid customary arbitration, and such a party cannot resile from the decision on the basis of the general rule that disputes between a native and a non-native should not ordinarily be settled by customary law.⁵² It must also be noted that customary arbitration is purely customary in nature and is not accommodated under the Act.

Therefore, if the parties wish to settle their dispute under the Act, they are free to do so, and the provisions of the Act for a valid

⁴⁹ Koney v. Union Trading Co. (1934) 2 W.A.C.A 188

⁵⁰ Nelson v. Nelson (Supra)

⁵¹ Okonkwo & Ors v. Okeke & Ors (2002) 11 NWLR (Pt.777) 1 at 26-27; Adone v. Ikebudu (2001) 14 NWLR (Pt.733) 385.

⁵² Oparaji v. Ohanu (Supra)

statutory arbitration must be followed. Upon such compliance, the award of the arbitration will be binding on them. In law, consent is the basis of a valid contract and such consent must be voluntary and free from duress, undue influence, and coercion. Therefore, a non-native cannot and should not be compelled to submit to the operation of customary law. If allowed, that would negate the principle that the consensus ad idem of the parties is the legal basis for the binding force of a contract (which an arbitration is deemed to be).

In summary, it can be seen clearly that non-natives/foreigners *can* submit to a valid customary arbitration in the resolution of disputes arising from their involvement in the purchase of family property, and if they do, the outcome is binding. In other words, a non-native who involves in any transaction on the sale of family property and same leads to dispute *can* voluntarily submits him or herself to customary arbitration for the amicable settlement of the dispute in line with the applicable native law and custom. However, it must be noted that no non-natives can be arbitrarily compelled to submit to such arbitration without their voluntary consent

5.0.0: Conclusion

From the foregoing, it can be concluded that not only is customary arbitration recognized under Nigerian law, but it is also an effective means of resolving disputes in Nigeria, including disputes related to the sale of family property. Furthermore, it can be submitted that non-natives/foreigners can voluntarily submit to a valid customary arbitration and, if all the necessary ingredients are in place, the arbitration will be binding. It is also submitted that non-natives/foreigners should not and cannot be compelled to submit to customary arbitration without their consent, and if they are so compelled, the outcome of the arbitration may be invalidated for lack of consent.

6.0.0: Recommendations

The following recommendations are offered:

1. The status of traditional rulers, chiefs, and elders in Nigerian communities should be elevated from being mere puppets in the hands of the political elite to persons who

can serve in roles akin to judges in the administration of justice.⁵³

2. There is a need to ensure that those who participate in traditional customary arbitration are properly educated by involving them in capacity-building processes such as paralegal training. This would educate them on the rudiments of ADR and the dictates of natural justice (fair hearing) in the cases they handle.⁵⁴
3. It is also recommended that the High Court Civil Procedure Rules of all the states of the Federation include provisions—whether compulsory or not—for the referral of arbitrable disputes to ADR mechanisms. This would promote, allow, or even compel the referral of disputes that have been filed in court to ADR facilities, similar to the practice in Lagos State where arbitrable disputes are

⁵³ Ibunge, B., Constitution Review: Traditional Rulers Demand Role ... As Council Chairman Makes Case for LG Autonomy
⁵⁴ Osita C.E., 'Beyond the Courts- Community Tribunals and the Application of Customary Law'
http://info.worldbank.org/etools/docs/library/108502/eze_paper.pdf accessed on 28 March 2025

referred to the Lagos Multi-Door Courthouse (LMDC).⁵⁵

Other jurisdictions such as Canada,⁵⁶ Pakistan,⁵⁷ Wisconsin,⁵⁸ and Australia⁵⁹ have implemented similar measures.

4. Finally, the use of Juju to establish the veracity or validity of a customary arbitration must be taken into account, given the growing number of Muslim and Christian faithful who may have interest in submitting their disputes to customary arbitration but may be reluctant to do so on account of their religious beliefs.

⁵⁵ Highlighting Trends In Referral To ADR By Rules Of Court And Contract Clauses(2)

http://www.ngrguardiannews.com/index.php?option=com_content&id=113824%3Ahighlighting-trends-in-referral-to-adr-by-rules-of-court-and-contract-clauses-2&Itemid=600 accessed on 28 March 2025

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http://www.godr.org/index.php?option=com_content&view=article&id=58&Itemid=57 accessed on 28 March 2025

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<http://www.supremecourt.gov.pk/ijc/Articles/7/1.pdf> accessed on 5th April 2025

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<http://scholarship.law.marquette.edu/cgi/viewcontent.cgi?article=1589&context=mulr> accessed on April 2025

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<http://www.nadrac.gov.au/publications/PublicationsByDate/Documents/Court%20Referral%20to%20ADR%20-%20Criteria%20and%20Research.pdf> accessed on 5th April 2025