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## **FLOUTING CONTRACTUAL OBLIGATIONS, DEFYING COURT ORDERS, AND DISREGARDING ARBITRATION: THE FACTS BEHIND HADIZA BALA USMAN'S ABUSE OF OFFICE AS NPA MD**

By BUA Group | May 31, 2025

We have taken note of recent public statements made by Ms. Hadiza Bala Usman, the former Managing Director of the Nigerian Ports Authority (NPA), who was sacked from office. In her comments, she accused BUA Group and our Chairman, Abdul Samad Rabi, of breaching a concession agreement and distorting facts. These claims were made in response to our Chairman's interview and article, "Two Years of President Tinubu: A Business Perspective" (watch at <https://bit.ly/pbatbua>), which celebrated Nigeria's reform trajectory and referenced prior instances of arbitrary disruptions to business operations, without naming anyone – a situation that has now been curtailed by President Tinubu's no-nonsense approach to bringing sanity and stability to the business environment in Nigeria.

Ordinarily, we would not engage, but the distortions in her response necessitate this factual clarification, especially as they relate to her actions during her tenure as MD of the NPA.

### **THE CONTRACT AND WHAT SHE OMITTED**

BUA entered into a valid long lease agreement in 2006 with the NPA to rehabilitate and operate Terminal B at Rivers Port in Port Harcourt, Rivers State. Long before Ms. Usman's appointment, BUA had begun formal engagement with the NPA to address outstanding remedial works and infrastructural deficiencies. These discussions were near conclusion when she assumed office.

Rather than build on that process, Ms. Usman ignored BUA's requests and obligations under the agreement. In 2016, BUA wrote to the NPA under Article 8.4 of the lease, mandating concessionaires to report environmental and safety concerns and to seek approval for remedial works. Rather than act constructively, Ms. Usman used that letter as a pretext to issue a termination notice and summarily shut down the terminal, without providing any prior warning, consultation, or invoking the dispute resolution clause.

She forgot or failed to disclose in her response that the NPA, under her leadership, was itself in material breach of core obligations including, failing to hand over critical portions of the port, leaving derelict iron ore on the berths, failing to dredge or repair quay walls, and neglecting to provide mandatory security. These lapses were significant impediments to BUA's operations and, as a result, led to disputes between the parties.

### **ILLEGALITY, CONTEMPT, AND DISREGARD FOR CONTRACTUAL MECHANISMS**

After the unlawful termination, BUA approached the Federal High Court, which promptly granted an injunction restraining the NPA from proceeding with termination. The NPA itself then referred the dispute to arbitration, as stipulated in **Section 17.3 of the agreement**, which clearly states:

***"Any dispute, controversy or claim... shall be exclusively and finally settled pursuant to the dispute resolution process prescribed in this Article."***

Despite this, Ms. Usman, against the advice of her agency, unilaterally decommissioned the berths, thereby violating both the agreement and a court injunction. **To be clear, the concession agreement granted her no such power to decommission. If she believes otherwise, we invite her to publicly cite the specific clause that authorizes this action.**

To further compound the illegality, BUA—after providing the guarantees and indemnities requested by the NPA—was permitted to resume operations briefly. Merely three weeks later, the terminal was again shut down, this time by Ms. Usman's instruction. This left no doubt that her actions were motivated not by due process, but by personal animosity and abuse of office.

BUA subsequently filed contempt proceedings and was looking at estimated losses in excess of \$10 million. These proceedings were only withdrawn out of respect for national interest and following the intervention of well-meaning Nigerians within and outside the government.

### **PRESIDENT BUHARI WAS NOT MISINFORMED—HE ACTED ON FACTS AND LAW**

Ms. Usman's claim that former President Muhammadu Buhari was "misinformed" when he reversed her actions is false, disrespectful, and disingenuous.

Following a meeting that our Chairman had the privilege of holding with President Buhari in 2018, he presented the matter to the President, who then directed the Office of the Attorney General of the Federation to conduct a thorough legal review and investigate the situation. The AGF invited all parties, including Ms. Usman, to several meetings. We never saw her at any of them. Nevertheless, the AGF proceeded to undertake a comprehensive review of the contract, the litigation, the arbitration clause, and all correspondence and actions by BUA and NPA. **The legal advice (attached herewith) found that the termination was unlawful, the decommissioning was without any legal basis, and that BUA's rights should be reinstated. It was on this basis that President Buhari ordered the reversal of her unlawful actions. His intervention preserved the sanctity of the contract, saved over 4,000 jobs, and BUA's \$500 million integrated investment cluster involving flour, pasta, and sugar processing facilities which were all dependent on terminal access. For this, we remain deeply grateful to former President Buhari.**

As our Chairman said in his interview, imagine if he wasn't privileged to have access. Nonetheless, this culture of impunity has been significantly curtailed under President Tinubu's leadership, as many are aware they could be dismissed or imprisoned if they abuse their positions.

### **POST-HADIZA: DUE PROCESS RESTORED, INVESTMENT RESUMED**

Following Ms. Usman's removal from office, the NPA, under new leadership, implemented the AGF's position. In 2022, BUA was granted formal approval to resume reconstruction works. The contract was awarded to TREVI, and BUA has since invested over \$65 million—entirely self-funded and with no recourse to public funds or subsidies. Work is ongoing and completion is expected in the first quarter of 2026.

### **THE REAL DANGER: INVESTOR CONFIDENCE AND RULE OF LAW**

We must state clearly that this matter goes beyond BUA. Had Ms. Usman's actions been allowed to stand, it would have sent a disastrous signal that contracts in Nigeria are worthless, court orders are optional, and public institutions or individuals can act unilaterally without consequence. We must never return to that era. Nigeria's reform success today is rooted in respecting contracts, due process, and investor confidence—principles being restored under President Tinubu's administration, under which BUA has committed over \$1 billion in new investments across energy, food processing, manufacturing, infrastructure and social interventions.

We wish to emphasise that Ms. Usman is entitled to her opinions, irrespective of how distorted they may be. However, she is not entitled to distort the facts or rewrite history. We do not seek a public spat and would like her to concentrate on fulfilling her duties in her new role under the strong leadership of President Tinubu. **We therefore simply restate the facts that Ms Hadiza Bala-Usman had no authority to decommission Terminal B unilaterally. She also acted in defiance of a court injunction and contractual procedure and her actions caused significant economic loss of over USD10 million, reputational risk to BUA, and investor concern for Nigeria.**

Our core message remains the same: public office should be viewed as a position of trust rather than a platform for personal biases. Those granted public power need to resist the temptation to let prejudice, ego, and vendetta influence their actions.

***If Ms Hadiza Bala-Usman believes she acted lawfully, we challenge her to cite the specific clause or clauses that guided her unlawful actions. If not, let the facts remain where they belong — in the public record.***

Signed,  
BUA Group  
May 31, 2025



# NIGERIAN PORTS AUTHORITY

26/28, Marina Street, Lagos. P.M.B. 12588  
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www.nigerianports.org; email: info@nigerianports.org

The Managing Director  
BUA Ports & Terminals Ltd  
Terminal B  
Rivers Port Complex  
Rivers State

*file in MPK 17th June, 2019*  
*HCP/Com/2/OP/AD/469*

Dear Sir,

**RE: PORT HARCOURT PORT TERMINAL B – REPAIR OF JETTY**

**- NOTICE OF DECOMMISSIONING OF JETTY**

We are in receipt of your letter dated 16<sup>th</sup> June, 2019 in respect of Terminal B and your desire to carryout remedial repairs.

In the current unstable state of the jetty, we are compelled to stop the utilization of same to avert imminent collapse. It is exigent at this point to decommission the jetty due to safety concerns in the event of any accident.

Therefore, by this letter you are required to discontinue the use of the jetty.

Please accept the assurances of our highest regards.

Engr. AR Mohammed  
General Manager, Engineering  
For: Managing Director

## ATTORNEY-GENERAL OF THE FEDERATION AND MINISTER OF JUSTICE

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HAGF/NPA/2020/VOL.1/2

1<sup>st</sup> June 2020

The Managing Director  
Nigerian Ports Authority  
26/28 Marina  
Lagos.

**RE: IN THE MATTER OF AN ARBITRATION BETWEEN NIGERIAN PORTS AUTHORITY AND BUA PORTS & TERMINALS LIMITED: REQUEST FOR PRESIDENTIAL DIRECTIVE(S) TO KEEP TERMINAL B OF THE RIVERS PORT COMPLEX OPERATIONAL**

I wish to refer to the letter dated 29<sup>th</sup> May 2020 with Ref. No: SH/COS/23/A/177 (copied to you) from the Chief of Staff to the President conveying Mr. President's directives on the subject-matter above.

2. In line with the presidential approval in the above letter, I write to request that you take immediate steps to ensure prompt compliance with the directives by effecting the:


- a) Discontinuation of the pending arbitration proceedings on this matter;
- b) Withdrawal of the Notice of Termination issued to BUA Ports and Terminals Ltd;
- c) Immediate re-opening of Berths 6 and 7 of Terminal B in the Rivers Port Complex.

3. You are also requested to furnish my Office with an update report on compliance with the above presidential directives within Fourteen (14) days from the receipt of this letter.

4. Furthermore, you are also requested to indicate a convenient date for the mediatory meeting between the parties for the resolution of all outstanding issues on the Lease Agreement as directed by the President.

OFFICE OF THE ATTORNEY-GENERAL OF THE FEDERATION AND MINISTER OF JUSTICE


5. Please accept the assurances of my warm regards.

  
**ABUBAKAR MALAMI, SAN**  
*Honourable Attorney General of the Federation  
and Minister of Justice*

Copy to:

1. *The Hon. Minister of Transportation*
2. *The Chairman/CEO, BUA Ports & Terminals Ltd.*

Above is for your information and further action please.

  
**ABUBAKAR MALAMI, SAN**  
*Honourable Attorney General of the Federation  
and Minister of Justice*