

**IN THE HIGH COURT OF JUSTICE OF THE
FEDERAL CAPITAL TERRITORY ABUJA
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT JABI - ABUJA**

BEFORE: HON. JUSTICE O. C. AGBAZA

COURT CLERKS: UKONU KALU & GODSPower EBAHOR

COURT NO: 12

SUIT NO: FCT/HC/CV/0309/2017

BETWEEN:

C.H.I.D. CRYSTAL CONSTRUCTION LTD.....PLAINTIFF

VS

NANMAN NIGERIA OIL COMPANY LTD.....DEFENDANT

CONSENT JUDGMENT

By a Writ of Summons dated 29/11/17, the Plaintiff took out this action against the Defendants and processes served on the Defendant several adjournments and Interlocutory application taken, the parties on 16/10/18 agreed to opt for out of court settlement. Pursuant to that the parties then filed Terms of Settlement on 29/11/18 and Plaintiff Counsel prays the court to enter it as Consent Judgment.

Having carefully considered this instant application, which states the desire of the parties that the said Terms of Settlement be entered as Consent Judgment of the parties. I shall oblige and therefore, Order that this Terms of Settlement filed on 29/11/2018 be and is hereby entered as the Consent in this Suit. I so order.

TERMS OF SETTLEMENT

- (1) Whereas the Plaintiff brought this action via their Writ of Summons dated the 30th Nov, 2017 and Motion on Notice also dated the 30th day of Nov 2017. The Defendant in response filed its Memorandum of Appearance, Statement of Defence, Counter Claim and Counter Affidavit dated the 16th day of April 2018.

That the Plaintiff was praying this Honourable Court for the following:

- (i) A Declaration that the Plaintiff is the lawful owner of Plot No. ACM 25 measuring 1215.27sqm within Shagari Village Integration Scheme layout Dei-Dei, Abuja – FCT.
- (ii) An Order for Perpetual Injunction restraining the Defendant, Privies or whosoever called from transferring the title of the Plaintiff in respect of Plot No. ACM 25 measuring 1215,27sqm. within Shagari Village Integration Scheme Layout Dei-Dei, Abuja –FCT to a Third Party.
- (iii) An Order for Perpetual Injunction restraining the Defendant from putting any illegal structure on the land.
- (iv) A Declaration that the Plaintiff is entitle to the quiet enjoyment of Plot No. ACM 25 measuring 1215,27 sqm within Shagari Village Integration Scheme Layout Dei-Dei, Abuja FCT.
- (v) A sum of ₦50,000,000.00 (Fifty Million Naira) only as

general damages.

- (2) That the parties with the leave of the court have agreed to resolve this matter amicably out of court.
- (3) That the parties therefore agrees as follows:-
 - (a) That the parcel of land with Plot No. ACM 25 measuring 1215,27 sqm within Shagari Village Integration Scheme layout Dei-Dei, Abuja – FCT and Plot No. BS/PFS/B63 A measuring approximately 4000s.q.m situated at Shagari Village Layout Abuja, all belongs to the Defendant.
 - (b) That the Plaintiff by his Privies, Agent or representative relinquishes his interest on the land in dispute and transfer his right and interest to the Defendant.
 - (c) That by virtue of this Terms of Settlements all dispute between the parties relating to the ownership of the aforementioned Plot(s) of land is hereby resolved in favour of the Defendant.
 - (d) The Plaintiff by his Privies, representative or agent shall withdraw this Suit based on this Settlement and shall not institute another suit in court, or any other forums for the purpose of contesting ownership of the land or the outcome of this settlement.

4. That the parties urge this Honourable Court to adopt this Terms of Settlement as the Consent Judgment of the parties in this case, the parties having made it in good faith.

Signed

HON. JUSTICE O. C. AGBAZA

Presiding Judge

23/1/2019

IFEANYI NNAKA NWOSU ESQ FOR THE PLAINTIFF

B. IFEMEJE ESQ FOR THE DEFENDANT