

**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/PET/201/2017

BETWEEN:

OLUWASOGO ADEBAMBO ADEUJA.....PETITIONER

VS

TEMITAYO ADEUJA.....RESPONDENT

CONSENT JUDGMENT

By a Petition for dissolution of marriage filed 25/4/17 by the Petitioner and served on the Respondent. The Respondent filed an Answer and case was thereafter adjourned for hearing. However, the parties then opted for out of court settlement, which resulted to the filing of Terms of Settlement on 8/9/18. But because this is a Matrimonial matter the court ordered the Petitioner to give evidence. On 23/1/19, the Petitioner as PW1 gave evidence of the marriage contracted on 29/9/2012 at the Abuja Municipal Area Council Registry, Abuja.

The said marriage produced two (2) children and that the parties have resolve to end the marriage as per the Terms of Settlement filed on 8/9/18 – Exhibit "B", in urging the court to enter it as Consent Judgment of the parties in this Suit. The Respondent Counsel did not cross-examine the

PW1, but rest their case on the case of the Petitioner – PW1 and prayed the court to have the Terms entered as Consent Judgment.

Having carefully considered the evidence of PW1 which remained unchallenged, the court finds that this marriage has indeed broken down, moreso the parties who are two adults stated these facts in the said Terms of Settlement confirming the ground already stated. In all I am convinced that it is in the interest of justice of the case to allow the request of the parties. Accordingly, this marriage celebrated on 29/9/2012 at the Abuja Municipal Area Council Registry, Abuja is hereby dissolved and enter a Decree Nisi and this Order Nisi shall become absolute after 3 (Three) months from today. Further it is hereby order that the Terms of Settlement filed on 8/9/18 be and is hereby entered as Consent Judgment of the parties in this Suit. I so order.

TERMS OF SETTLEMENT

A. PRELIMINARY ISSUES

1. The parties to this Terms of Settlement, Oluwasogo Adebambo Adeuja (Petitioner) and Temitayo Adeuja (Respondent) hereby agree to this Agreement as follows:-
2. That the Petitioner and Respondent were lawfully married at the Marriage Registry, Abuja Municipal Area Council (AMAC), Abuja on the 29th day of September, 2012.

3. That the Petitioner and Respondent ceased to cohabit at their Matrimonial home situate at SB5 Flat 9, NNPC Quarters, Area 11, Garki – Abuja sometime in October, 2015.
4. That the parties are in mutual agreement that irreparable and insurmountable differences have arisen within the marriage which have caused the marriage to broke down irretrievably and without any silver of likelihood of a resumption of co-habitation.
5. The children of the marriage are as follows:-
 - (a) MODESIREOLUWA FOLORUYNSHO ADEUJA, female born on the 6th day of March 2013; and
 - (b) MORIREOLUWA OLUWATOBILOBA ADEUJA, female, born on the 31st day of December, 2014.
6. That the Petitioner and Respondent state that their decision to facilitate the dissolution of their marriage amicably by this Agreement is necessitated by their paramount consideration of the welfare and best interest of the children of the marriage in order to spare them avoidable hardship by an acrimonious dissolution of the marriage.
7. That the Petitioner and Respondent have been advised and counseled by legal representative of their choice with

regards to their legal rights as affected by this Agreement.

8. That this Agreement is intended to be a final disposition of matters addressed herein and shall be incorporated into/form part of any litigation/decision of a Court in the final dissolution of this marriage.

B. **AGREED TERMS OF SETTLEMENT**

CUSTODY:

1. The parties are in agreement that the Respondent shall have full physical custody of the children who shall reside with her.
2. The parties are in agreement that the Petitioner shall have access to speak to the children on the phone/via Skype/Video call during the school week.
3. The parties are in agreement that the Petitioner shall be able to collect the children from the Respondent's residence on Saturday and Sundays and spend those days with the children, on the condition that the children will not spend the night at the Petitioner's residence and he shall return them to the Petitioner's residence on the aforementioned days of the week. In this respect, parties also agree that the Petitioner shall be responsible for

ensuring the attendance of the children at any of their weekend extra-curricular activities.

4. Flowing directly from the above, the Petitioner agrees to give the Respondent notice of at least one (1) day, in the event that he is unable to collect the children as agreed in (3) above.
5. The parties are in agreement that the above weekly custody arrangement shall remain in place for the holiday period where the children spend holiday within Nigeria. In the event that the children spend their holiday outside Nigeria, parties agree that the Petitioner shall access to speak to the children on phone/via Skype/Video call and he shall have unfettered access to visit and collect the children as agreed in paragraphs (2) and (3) above.
6. Parties also agree that the agreed custody arrangement contained in the preceding paragraphs (2) – (5) above shall remain in place until the first child of the marriage (i.e Modesireoluwa Folorynsho Adeuja) obtains the age of Ten (10) years, upon which the Respondent shall be entitled to complete and unfettered weekend overnight access (i.e Friday – Monday) to the children at his residence. In this respect, the Petitioner agrees that he shall collect the children from their school on Friday at

closing time and shall return them to their school on Monday morning to commence their school work.

7. Should either child be in boarding school/maintain a school term schedule wherein the above referenced paragraph (6) shall be rendered unenforceable, the same shall apply to their long vacation/public holiday periods observed either within or outside Nigeria.

CO-PARENTING

- (1) The parties are in agreement that the children shall be co-parent by the Petitioner and Respondent at all times during their formative years. Both parties shall jointly make all decisions with respect to the education, place of domicile and matters related to the upbringing of the children of the marriage.
- (2) The parties are in agreement that the children shall be made to have, and allowed, to keep and maintain contact with parents.

MAINTENANCE/UPKEEP

- (1) The parties are in agreement that the Petitioner shall pay a monthly maintenance sum for each child into an account to be open for each child.
- (2) The parties are in agreement that the maintenance sum shall be fixed at the sum of ₦50,000 (Fifty Thousand Naira) per month to be solely applied to catering for their general upkeep,

with an option to review the sum upward at the end of each year.

- (3) Parties are in agreement that the Petitioner shall be responsible for the basic school fees of each child per term/academic session at a school mutually agreed to by both parties. In this regard, it is also agreed that the Petitioner shall be entitled to a 10% discount in respect of the fees payable for the second child of the marriage (i.e Morrireoluwa Oluwatobilola Adeuja) for the duration her enrolment at the Wooden Horse Nursery School, situate at No. 1 Otukpa Street, Area 2, GarkiAbuja
- (4) The parties are in agreement that the Respondent shall be responsible for levies and fees for all extra-curricular activities maintain by the children outside the regular school fees.
- (5) The parties also agree that the Respondent shall bear the responsibility for the payment of salaries of the domestic staff who she may elect to engage in order to take care of the children while they reside with her.
- (6) Neither party shall incur financial liabilities on behalf of the other personally, or with regards to the children without prior communication with the other as to the purpose for which the liability is sought to be incurred, and express accord to so do by the other party except in emergencies or life threatening circumstances.

LIVING ARRANGEMENTS/ACCOMMODATION

1. Parties having lived separately physically and emotionally since October, 2015 hereby agree to continue to live separately and independently of each other.
2. Parties agree that the Petitioner shall pay an agreed upon certain percentage of the total cost to be incurred by the Respondent in obtaining a reasonable accommodation within Abuja, Nigeria.

C. DISCLAIMERS

Parties state that they are under no undue influence, duress, or compulsion to enter into or sign this agreement.

D. ATTESTATION

IN WITNESS WHEREOF the parties have caused these Terms of Settlement Agreement as duly executed and delivered as of the date first above mentioned.

Signed
HON. JUSTICE O. C. AGBAZA
Presiding Judge
23/1/2019

R.A. LIMAN WITH HIM E. U. PILA FOR THE PETITIONER

J.C. PAUL FOR THE RESPONDENT