



**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY  
IN THE ABUJA JUDICIAL DIVISION  
HOLDING AT MAITAMA  
BEFORE HIS LORDSHIP: HON. JUSTICE H. B. YUSUF**



**SUIT NO: FCT/HC/CV/120/14  
BETWEEN:**

DUPYOMI INTERNATIONAL VENTURES LIMITED.....PLAINTIFF  
(Suing through its lawful Attorney Michael O. Omotosho)

**AND**

- |  |                  |
|--|------------------|
| 1. HON MINISTER FCT                    | )                |
| 2. FEDERAL CAPITAL TERRITORY AUTHORITY | )                |
| 3. FEDERAL CAPITAL DEV. AUTHORITY      | )                |
| 4. MUFTAHUL HAIRI & CO. NIG. LTD       | ).....DEFENDANTS |

**CONSENT JUDGMENT**

By a writ of summons filed on 30<sup>th</sup> September, 2014 through its Attorney the Plaintiff Company claims against the Defendants jointly and severally as per paragraph 37 of the statement of claim as follows:

- (a) A declaration that the Plaintiff is the lawful holder of the grant of the right of occupancy over the parcel of land measuring approximately 3, 341. 05 sq meters known as Plot No. 34, Cadastral Zone B07, of Katampe District, Abuja and covered by offer of statutory right of occupancy in new file number MISC 82549 dated 10/05/2007 (i. e 10<sup>th</sup> May, 2007.

- (b) A declaration that the Plaintiff is the party lawfully entitled to the issuance of the right of occupancy and certificate of occupancy over the parcel of land measuring approximately 3, 341. 05 sq meters known as Plot No. 34, Cadastral Zone B07, of Katampe District, Abuja and covered by offer of statutory right of occupancy in new file number MISC 82549 dated 10/05/2007 (i. e 10<sup>th</sup> May, 2007).
- (c) An Order compelling the 1<sup>st</sup> to 3<sup>rd</sup> Defendants to issue to the Plaintiff the requisite certificate of occupancy over the land measuring approximately 3, 341. 05 sq meters known as Plot No. 34, Cadastral Zone B07, of Katampe District, Abuja and covered by offer of statutory right of occupancy in new file number MISC 82549 dated 10/05/2007 (i. e 10<sup>th</sup> May, 2007) in compliance with the Abuja Master Plan and the provisions of the Land Use Act.
- (d) An Order of perpetual injunction restraining the Defendants, their servants, agents or privies from the date of Judgment in this suit and at any time in the future from howsoever interfering with the Plaintiff's possession, rights, interests and privileges over the Plot No. 34, Cadastral Zone B07, of Katampe District, Abuja and covered by offer of statutory right of occupancy in new file number MISC 82549 dated 10/05/2007 (i. e 10<sup>th</sup> May, 2007).

- (e) N100, 000, 000. 00 (One Hundred Million Naira) against the Defendants jointly and severally as general damages for wrongful and unlawful interference with the Plaintiff's possession of Plot No. 34, Cadastral Zone B07, of Katampe District, Abuja and covered by offer of statutory right of occupancy in new file number MISC 82549 dated 10/05/2007 (i. e 10<sup>th</sup> May, 2007) .
- (f) N100, 000, 000. 00 (One Hundred Million Naira) against the 4<sup>th</sup> Defendant as damages for trespass

**IN THE ALTERNATIVE**, the Plaintiff claims against the 1<sup>st</sup> to 3<sup>rd</sup> Defendants jointly and severally:

- (g) N200, 000, 000. 00 (Two Hundred Million Naira) being the general damages for negligence, breach of care and trust in certifying the plot free from any encumbrance whatsoever to the Plaintiff vide "Legal Search Report" dated 13/12/2012.
- (h) The amount of N6, 527, 962. 50 (Six Million, Five Hundred and Twenty Seven Thousand, Nine Hundred and Sixty Naira, Fifty Kobo) being the total amount paid by the Plaintiff to the 1<sup>st</sup> and 2<sup>nd</sup> Defendants as official fees for the plot with interest thereon from the date of Judgment till liquidation.
- (i) N85, 000, 000. 00 (Eighty Five Million Naira) being the current fair market value of both the plot of land measuring approximately 3, 341. 05 square meters and structure

thereon as at the date of this action with interest thereon from the date of Judgment till liquidation.

- (j) N200, 000, 000. (Two Hundred Million Naira) as aggravated damages for wrongful allocation of title.

**OR IN THE ALTERNATIVE TO PRAYER (G) to (J) ABOVE,**

- (k) An Order compelling the 1<sup>st</sup> to 3<sup>rd</sup> Defendants to allocate to the Plaintiff a plot of not less than approximately 3, 341. 05 square meters in the Jahi or Katampe District and the payment of N40, 000, 000. 00 (Forty Million Naira) being the amount spent by the Plaintiff as at June, 2014 on the plot in issue.
- (l) An Order converting all registration, application and incidental fees paid so far by the Plaintiff to any new plot so granted in (k) above.

Parties have however settled their dispute amicably and have filed Terms of Settlement of 6-paragraphs. The gists of the Terms are:

1. The 1<sup>st</sup> to 3<sup>rd</sup> Defendants shall relocate the Plaintiff to another plot of land under their control as replacement for the land in issue and on the following assured terms that:
  - (i) The land is not less than the size and or dimension of the plot in issue in the suit.

- (ii) The land is located within Abuja Municipal Area Council (AMAC) of the Federal Capital Territory.
  - (iii) With the grant by the 1<sup>st</sup> to 3<sup>rd</sup> Defendants of the new right of Occupancy and all other incidental title documents, the new title holder will be allowed to transfer to the new plot allocation, all relevant approvals previously granted in addition to payments already made under the old title held, and the 1<sup>st</sup> to 3<sup>rd</sup> Defendants shall rectify all official records to reflect the agreed terms herein.
  - (iv) Possession of the replacement plot shall be granted to the Plaintiff within a period not more than six months from the date this Terms of Settlement is pronounced as the Judgment of the Honourable Court in this matter.
2. Mr Kola Aina as the authorized representative of the 4<sup>th</sup> Defendant has also represented, agreed and undertaken for the purpose of these Terms of Settlement that the 4<sup>th</sup> Defendant will use its best endeavor to ensure that the 1<sup>st</sup> to 3<sup>rd</sup> Defendants provide the mutually agreed replacement land in line with the terms in clause 1 above.
3. The Plaintiff hereby accepts to be relocated to a new plot of land as replacement for the land in issue on the entire terms assured in clause 1 above, provided that such relocation and

grant of title along with possession is completed within six months from the date of pronouncement of these Terms of Settlement herein as Judgment in this suit.

4. In the event of default by any of the parties on any of the obligations agreed to and contained herein, each party reserves the right to revert to status quo before the execution of this Terms of Settlement.
5. These terms are mutually agreed to be in full and final settlement of the issues and contending claims of all the parties herein and will binding on all the parties, their privies, assigns and successors in title of entered as Consent Judgment in this suit upon the performance of the obligations.
6. It is further agreed by all parties that upon the adoption of these Terms of Settlement as the Judgment of Court and the performance of the agreed obligations herein on the part of the 1<sup>st</sup> to 3<sup>rd</sup> Defendants and the 4<sup>th</sup> Defendant:
  - (a) It shall extinguish all and any proprietary claims by the Plaintiff or any party claiming through it to the land in issue described in its writ of summons in this suit;
  - (b) The 4<sup>th</sup> Defendant shall be entitled to the grant of title and full proprietary rights over the land in issue as described in both the writ of summons in this suit and in clause ii above; and

(c) The 1<sup>st</sup> to 3<sup>rd</sup> Defendants shall rectify all official records to reflect the agreed terms herein.

I have seen and read the Terms of Settlement duly filed and signed by the parties, their representatives and learned counsel representing parties.

I hereby adopt it as Consent Judgment of this Court.

**Signed**  
**Hon. Justice H. Y. Baba**  
**(Presiding Judge)**  
**28/05/2019**