

**IN THE HIGH COURT OF JUSTICE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT JABI, ABUJA
BEFORE HIS LORDSHIP HON. JUSTICE D. Z. SENCHI
COURT CLERKS: T. P. SALLAH & ORS
COURT NUMBER: HIGH COURT NO. 13
DATE:-5th July, 2019
FCT/HC/CV/2480/2012**

BETWEEN:-

FEGORA PROJECTS LIMITED-----

CLAIMANT

AND

- 1. THE HONOURABLE MINISTER FCT**
- 2. THE FEDERAL CAPITAL DEV. AUTHORITY**
- 3. KANO STATE HOUSING CORPORATION**
- 4. CITY SHELTER LIMITED**
- 5. URBAN SHELTER LIMITED**

DEFENDANTS

JUDGMENT

The Claimant in this suit commenced the instant action against the Defendants herein vide a writ of summons accompanied with a statement of claim and other processes dated and filed on 28th March, 2018. The claims of the Claimant against the Defendants are as follows:-

- i. A declaration that the Development Lease agreement between the 1st Defendant and the Plaintiff dated 14th day of May, 2003 is still subsisting and still binding on the 1st and 2nd Defendant;

- ii. A declaration that any act or omission done by the 1st and /or 2nd Defendants contrary to the purport or tenor of the said Development Lease Agreement or that it is capable of defeating the purpose or purport of the said Development Agreement is null, void and of no consequences or effect;
- iii. A declaration that the Redesigning or subdivision of the land that is the subject matter of the said Development lease Agreement by the 1st and/or 2nd Defendants is null, void and or no consequence;
- iv. A declaration that any allocation or re-allocation of all or any part of the said parcel of land comprised in the said Development Lease Agreement to any third party is illegal, unlawful, null, void and of effect.
- v. A declaration that the purported redesigning or balkanization of the said land and subsequent allocation or re-allocation of the said land or part of it to the 3rd, 4th, 5th and/or 6th Defendants and other persons unknown is in breach of the Development Lease Agreement between the Plaintiff and the 1st Defendant and therefore null, void and of no effect;
- vi. A declaration that the 1st and 2nd Defendants are in breach of the development Lease Agreement signed between the 1st Defendant and the Plaintiff dated 14th May, 2003;
- vii. A declaration that any subsequent allocation of any portion comprised in the parcel of land measuring 83.663 hectares situated at Lokogoma District within the Federal Capital Territory, Abuja to the 3rd, 4th, 5th and/ or 6th Defendants or any other company (ies) or persons (s) contrary to the Development Lease Agreement between the 1st Defendant and the Plaintiff is illegal, null, void and of no effect;
- viii. An order of this Honourable Court mandating the 1st and 2nd Defendants to forthwith reinstate all that piece or parcel of land measuring 83.663 hectares situate at lokogoma District

within the Federal Capital Territory, Abuja already allocated to the Plaintiff under the Mass Housing Development Scheme as comprised in the Development Lease Agreement between the 1st Defendant and the Plaintiff.

- ix. An order of this Honourable Court mandating the 3rd, 4th, 5th and 6th Defendants or any other third party that is on the land and/or in physical possession of any part of the land to immediately yield possession and vacate all portions of the land comprised in the said parcel of land measuring 83.663 hectares situated and lying at the said parcel of land measuring 83.663 hectares situated and lying at the Cadastral Zone CO9 within Lokogoma District of the Federal Capital Territory, Abuja which said parcel of land is more properly delineated in the survey plan no. AMAP/2002/12/01 and attached to the Development Lease Agreement between the 1st Defendant and the Plaintiff dated 14th day of May, 2003
- x. An order of perpetual injunction restraining the 1st and 2nd Defendants from further breach of the Development lease Agreement entered into with the Plaintiff and/or re-allocating any portion of the said parcel of land covered by the said Development Lease Agreement to any other person or organization or carrying out any further development thereon.
- xi. An order of perpetual injunction restraining the 3rd, 4th, 5th and 6th Defendants and all other parties claiming through the 1st and 2nd Defendants and/ or their servants, agents, privies, assigns or howsoever described from laying claims to the said land or any portion of the parcel of land measuring 83.663 hectares situated and lying at the Cadastral Zone CO9 within Lokogoma District of Federal Capital Territory, Abuja which said parcel of land is more

properly delineated in the Survey Plan No. AMAP/2002/12/01 and attached to the development Lease Agreement between the 1st Defendant and the Plaintiff dated 14th day of May, 2003; and

- xii. An order directing the 1st, 2nd, 3rd, 4th, and 6th Defendants jointly and/or severally to pay damages in the sum of 5,000,000,000.00 (Five Billion Naira) to the Plaintiff for the inducement of breach of Agreement and/or flagrant breach and violation of the Development Lease Agreement entered into between the 1st Defendant and the Plaintiff dated 14th day of May, 2003.

The writ of summons statement of claim and accompanying processes were duly served on all the Defendants. On receipt of service of the claimant's processes in this suit, the Defendants entered and filed their respective memorandum of appearance and statement of defence.

Then in the course of trial, parties expressed their desire to settle out of Court and file terms of settlement. The Court as enjoined by the Rules of this Court, allow parties to explore settlement out of Court and then file the terms of settlement. The terms of settlement was filed on the 14th May, 2019 though dated 6th December, 2018.

By the terms of settlement duly executed and filed by the parties in this suit, they agreed as follows:-

- i. That the parties hereby acknowledge the title of Fegora Projects Limited over parcel E. Measuring 83.663 hectares situated at Lokogoma District, Cadastral Zone CO9, Abuja granted to her by the Honourable Minister, FCT evidenced by the Development Lease agreement dated 14th May, 2003 and the terms therein.
- ii. That parties also recognize and acknowledge the title of the 3rd Defendant over plot 119 Cadastral Zone Co9 as

- evidenced by her Certificate of Occupancy dated the 28th day of July, 2005 from the 1st and 2nd Defendants.
- iii. That the title of the Claimant over the undeveloped portion of the former parcel E, Lokogoma District, which was 83.663 (Ha) but now measures approximately 53.73 (Ha) be and is hereby reinstated by the 1st and 2nd Defendants.
 - iv. That the plot reinstated to the Claimant for which shall take immediate possession upon obtaining all the requisite approvals and its sizes as well as its land use are as follows:-
 - a. Plot 124 Cadastral Zone CO9 Lokogoma District, Measuring 7.1 (Ha) for Neighborhood Centre.
 - b. Plot 121 Cadastral Zone CO9 Lokogoma District, measuring 15.12 (Ha) for green area.
 - c. Plot 119 Cadastral Zone CO9, Lokogoma District, measuring 21.53 (Ha) for residential use.
 - d. Plot 118, Cadastral Zone CO9, Lokogoma measuring 8.86 (Ha) for Neighborhood centre.
 - e. Plot 30, Cadastral Zone CO9, Lokogoma measuring 1.12 (Ha) for residential use.
 - v. Sequel to this reinstatement, the Claimant shall forego all her other claims in this suit including that of damages and shall apply separately for the allocation of these plots which shall be issued with all necessary documents of title by the 1st and 2nd Defendants consequential to the reinstatement.
 - vi. That all the allocations hitherto on the plots including that of the 4th Defendant in respect of plot 119, Cadastral Zone CO9, Lokogoma District, Abuja measuring 21.53 (Ha) shall be withdrawn and alternative plots allocated to them.
 - vii. That Kano Housing Corporation shall be allowed to retain Plot 119, Cadastral Zone CO9, Lokogoma District, Abuja in view of the Development Agreement it entered with Urban

Shelter Limited for which enormous resources of innocent 3rd Parties have already been invested as a result of which revoking the Plot will create undue hardship and enormous loss to the innocent purchaser for value without notice.

- viii. That Urban Shelter Limited shall on behalf of Kano State Housing Corporation Compensate Fegora Project Limited for Plot 119, Cadastral Zone CO9, Lokogoma District, Abuja in line with the compensation agreement between the claimant and Urban Shelter, Limited herein annexed to this agreement and forming part of these terms of settlement.
- ix. Kano State Housing Corporation shall be give an alternative residential Plot measuring 21.53(Ha) which she has authorized to be in the name of Urban Shelter Limited as consideration for its compensation to Fegora Projects Limited as stated in paragraph 3 (vii) above, upon its fulfillment of its obligation to the 3rd Defendant and the Claimant in accordance with their agreement annexed to these terms of settlement. The parties shall execute a custodial agreement with respect to the title document of the alternative plot.
- x. The title document of the alternative plot in paragraph 3 (ix) above in the name of urban shelter limited shall be kept in a bank to be nominated by Kano State Housing Corporation in line with the custodial agreement executed between the parties and title document shall only be released to Urban Shelter Limited upon fulfillment of its obligations to the parties.
- xi. The claimant shall upon execution of the terms in this agreement relinquish all interests and claims over and in respect of plot 119, Cadastral Zone CO9, Lokogoma measuring 21.53 (Ha),

- xii. That the Parks and Recreation Department shall source for an alternative green area Plot for the allottee of Plot 121, Cadastral Zone CO9, Lokogoma measuring 15.12 (Ha)
- xiii. That the claimant shall upon the execution of this terms of settlement relinquish all interest and claims over and in respect of all the developed portion of former parcel E, Cadastral Zone CO9, Lokogoma measuring approximately 30 (Ha).
- xiv. That each party shall bear its cost in this matter and is estopped from any further litigation in respect of this subject matter against each other upon the fulfillment of the terms herein contained
- xv. That each party shall bear its cost in this matter and is estopped from any further litigation in respect of this subject matter.

The parties in this agreement through their respective Counsel urged me to enter the above terms of settlement dated 6th December, 2018 and filed on 14th May, 2019 as consent judgment for the parties.

Further, the claimant and the 5th Defendant entered into a sub-settlement agreement. The sub-settlement agreement is dated 12th December, 2019 and filed on the 14th May, 2019. Thus, by the sub-settlement agreement, the claimant and the 5th Defendant i.e FEGORA PROJECTS LIMITED AND URBAN SHELTERS LIMITED agreed as follows:-

1. In consideration of the recitals and the mutual promises and assurances between the parties, Urban Shelter Limited shall compensate FEGORA Projects Limited with houses worth N2.100,000,000.00(Two Billion, One Hundred Million Naira) in the manner prescribed in this compensation agreement.
2. Urban Shelter Limited shall pay the said sum N2,100,000,000.00 to Fegora Projects Limited in the form of

houses built on the said Plot 119 Cadastral Zone CO9, Lokogoma District, Abuja, FCT, measuring 21.53 (Ha)

3. Urban Shelter Limited shall give Fegora Projects Limited completed houses on the said Plot 119 Cadastral Zone CO9, Lokogoma District, Abuja FCT, measuring 21.53 (Ha) with a total value of N2,100,000,000.00 (Two Billion, One Hundred Million Naira) parties have agreed to a value of N40,000,000.00 per 4 Bedroom semi-detached house (representing 14.25% above the current market/off-plan price of N35,000,00.00) as the basis for determining the number of housing units to be given to the Fegora projects Limited.
4. Urban Shelter Limited shall complete the compensation within five (5) years or 60 (sixty) months, commencing from the date of the execution of this compensation agreement.
5. Urban Shelter Limited shall compensate the Plaintiff with the agreed sum of N2,100,000,000.00 and satisfy the Development agreement it has with the 2nd party by delivering to them respectively completely built and ready to live in houses in the following phases and schedule.

SCHEDULE OF PAYMENT TO FEGORA PROJECTS LIMITED

- i. On or before the end of one month from the date of execution of this agreement Urban Shelter Limited shall deliver to the Plaintiff 4(Four) completely built and ready to live in house with a total value of N160,000,000.00 (One Hundred and Sixty Million Naira) from cluster 1.
- ii. On or before the end of the 8th month from the date of execution of this agreement Urban Shelter Limited shall deliver to the Plaintiff Fegora Projects Limited 8 (eight)completely built and ready to live in houses with a total value of N320,000,000.00 (Three Hundred and Twenty Million Naira)

- iii. On or before the end of the 18th month from the date of execution of this agreement, Urban Shelter Limited shall deliver to the Plaintiff Fegora Projects Limited 8 (eight) completely built and ready to live in houses with a total Value of N320,000,00.00 (three Hundred and Twenty Million Naira)
 - iv. On or before the end of the 28th month from the date of execution of this agreement Urban Shelter Limited shall deliver to the Plaintiff Fegora Projects Limited 8 (eight) completely built and ready to live in houses with a total value of N320,000,000.00 (Three Hundred and Twenty Million Naira).
 - v. On or before the end of the 36th month from the date of execution of this agreement Urban Shelter Limited shall deliver to the Plaintiff Fegora Projects Limited 8 (eight) completely built and ready to live in houses with a total value of N320,000,000.00 (Three Hundred and Twenty Million Naira)
 - vi. On or before the end of the 48th month from the date of execution of this agreement Urban Shelter Limited shall deliver to the Plaintiff Fegora Projects Limited 8 (eight) completely built and ready to live in houses with a total value of N320,000,000.00 (Three Hundred and Twenty Million Naira)
 - vii. On or before the end of the 60th Month from the date of execution of this agreement Urban Shelter Limited shall deliver to the Plaintiff Fegore Project Limited 8 (eight) completely built and ready to live in houses with a total value of N340,000,000.00 (Three Hundred and Forty Million Naira)
6. The stated number of houses to be delivered by Urban Shelter Limited to Fegora Projects Limited shall at all times during the

pendency of this agreement be the estimated minimum number of houses and shall not be affected by inflation but shall be affected by deflation and adjusted accordingly per house type at 14.25% above current market price to accommodate the actual number of housing units

7. The failure of Urban Shelter Limited to deliver the stipulated number of houses on or before any scheduled period of delivery stated herein shall constitute a default and the Plaintiff (Fegora Projects Limited) shall be entitled to levy execution against Urban Shelter Limited for a Liquidated judgment sum of any outstanding balance under this agreement as money due and unpaid.
8. In the event or failure of Urban Shelter Limited to deliver the houses as agreed under this agreement, Fegora Projects Limited shall be entitled to a judgment sum of N2,100,000,000.00 (Two Billion, One Hundred Million Naira) provided always that where Fegora Projects Limited has received or taken delivery of Houses, Fegora Projects Limited shall be entitled to a judgment sum equivalent to the balance of the value of the houses not delivered.
9. Subject to this compensation agreement the Plaintiff shall relinquish any further claim, interest, benefit or revisionary interest in respect of the said Plot E119, Cadastral Zone CO9, Lokogoma District, Abuja FCT, measuring 21.53 (Ha).

The claimant and the 5th Defendant resolved and agreed that the above terms of the sub-settlement agreement be entered for the parties herein in the sub-settlement agreement as consent judgment of the parties in the suit.

Thus, having listened to the parties through their respective Counsel that consent judgment be entered for the parties as the judgment of this Court, firstly in line with the terms of settlement dated 6th December, 2018 and filed on 14th May, 2019, the terms

of settlement is hereby entered for the claimant and herein the Defendants as the consent judgment of the herein parties and the consent judgment is the judgment of this Court.

Equally pursuant to the sub-settlement agreement and the terms .mutually agreed between the claimant and the 5th Defendant dated 12th December, 2018 and filed on 14th May, 2019, the terms are hereby entered for the claimant and the 5th Defendant as consent judgment and that is the judgment of this Court.

HON. JUSTICE D. Z. SENCHI
PRESIDING JUDGE
5/07/2019

Parties:- Absent.

Nduka Okatta:-With me is Chika Nwagu for the claimant.

Yusuf Bolaji Abdulrahaman:-For the 1st and 2nd Defendants.

Badmos Dotun:-For the 3rd Defendant.

R.N. Wadida:-With me is Farouk Kamagan holding the brief of
Vincent Ofomelu for the 4th Defendant.

Gbenga Adeshonu:-For the 5th Defendant.

Sign
Judge
5/07/2019