

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT KUBWA, ABUJA

ON THE 12TH DAY OF NOVEMBER, 2019

BEFORE HIS LORDSHIP: HON. JUSTICE K.N. OGBONNAYA

COURT 26.

SUIT NO.: FCT/HC/BW/CV/44/2019

BETWEEN

OYEMIKE PAUL NDI -----CLAIMANT

AND

- 1. YOUR TIME PAYS INTEGRATED SERVICES LIMITED**
- 2. MR. KENU KERRY -----DEFENDANTS**
- 3. SHAGMUS GLOBAL**
- 4. SHAGMUS INTEGRATED SERVICES LIMITED**

JUDGMENT

In this Writ the Plaintiff Oyemike Paul Ndi brought the following people to Court.

1. Our time pays intergrated service limited
2. Mr Kenu Kerry
3. Shagmus Glory
4. Shagmus Intergrated Service limlted

He's claiming the following against them:-

1. The sum of N10m account on the claimants and members of public that interment pay
2. Interest on the said sum of N10m only being the money the plaintiff lost in the ordinary cause of doing business with the 1st to 4th Defendants
3. Interest of 10% from the date of judgment until the amount is fully and finally liquidated
4. The cost of this action at the rate of N500,000 only.

He fled and served the Defendants with all their processes awaiting their response.

The Court fixed the matter for hearing on the 24/4/19 and subsequently on 25/6/19

On those 2 days the Court could not sit because the first date fell during Easter period. On the 2nd date the Judge was away on official Assignment.

It was further adjourned to the 8/11/19. The court adjournment was occasioned by the fact that Judge sat on vacation and went on his own vacation after others came back from the annual vacation.

On the 8/11/19 when the matters eventually come up, the Plaintiff's Counsel Dominic Aniagbor (Counsel for the Claimants) was in Court. The claimant was absent too. The Defendant counsel and all the Defendants were absent without reason. However the Plaintiff counsel presented to the Court a copy of the filed Term of Settlement reached by the parties in this suit. The said Term of Settle was filed 20/9/19. All the parties have appended their signature and their respective Counsel had witnessed thereto. The Court noted that in its proceeding of

8/11/19. But because the Defendants were all absent and their counsel too, the Court adjourned the matter today the 12th day of November, 2019 to enable the Defense counsel to be in Court to adopt the said Term of Settlement for and on behalf of the defendants. The Court asked them to appear before it today for the said adoption in the Court, the 2 Counsel have in turn adopted the said Term of Settlement and had urged this Court to enter same as the Consent Judgment of the parties in this suit.

It is the law as provided in the Rules of this, Court **Order.19 FCT High Court Rules 2018** that parties are encouraged and that the Court can also suo motu Order parties to explore any of the ADR (Alternative Dispute Resolution) mechanisms available in our Rules in Order to amicably settle the matter before proceeding with the matter. They also can do so at any stage before Judgment is delivered. They also can explore amicable settlement suo motu or while the hearing goes on.

If they conclude and spell out the Term of Settlement as agreed they can bring same before the Court after reducing, it in writing, filed for adoption and for the Court to enter the Terms as Consent Judgment of the parties which can be enforced and has the power as any judgment of this Court obtained after full call of evidence.

Today the parties in this suit had tolled that line and had also joined in the global trend of amicable Settlement of dispute instead of full litigation. They have spelt out the said Terms and filed same since the 26th September, 2019.

They had approached the Court for its adoption and had adopted same and had urged this Court to enter same as consent judgment of the parties.

It is imperative to note that the Defendant must be commended for not throwing any stone back at the plaintiff by filing any statement of defence. Rather they readily accepted the plan to settle the matter amicably out of Court. Most importantly the Plaintiff is also worthy of praise and comment for agreeing to give chance to exploration of amicable settlement of the dispute by the parties. Settling dispute like this has become the global trend and more Nigerians are encouraged to embrace that global trend because that is what is obtained in other jurisdiction climes.

This Court is over joyed to receive the Terms of Settlement and has equally gladly read out the said terms and will here and now enter same as Consent Judgment of the parties which can be enforced if not already fully or partially enforced as Consent Judgment of the parties in this suit in amicable settlement of all the disputes in this suit FCT/HC/BW/44/19.

TERMS OF SETTLEMENT

NOW the Parties have agreed to settle the matter out of Court and have accordingly amicably settled the issues in connection and have agreed as follows:

1. That the Claimant and the Defendants have agreed to amicably resolve the case out of Court.
2. That the Claimant's Counsel has the consent and authority of the Claimant to enter into these Terms of Settlement which

- shall also terminate every liability with the Company (Your time pays Integrated Services Limited).
3. Consequently the Claimant's claims against the Defendants and other Court processes in this Suit are accordingly withdrawn forthwith.
 4. That parties have agreed as follows:
 - a. That the sum of N37,200,000 (Thirty Seven Million Two Hundred Thousand Naira) only is Yourtime Pays Integrated Services Limited's indebtedness to Annas Ibrahim Abubakar.
 - b. That the sum of N6,900,000 (Six Million Nine Hundred Thousand Naira) only is Paul Oyemike's indebtedness to Annas Ibrahim Abubakar.
 - c. That Yourtime Pays Integrated Services Limited has agreed to set out modalities to pay Annas Ibrahim Abubakar
 - d. That Yourtime Integrated Services Limited remains liable to users and those who applied and paid for cars as published by Yourtime Pays Integrated Services Limited.
 - e. Paul Oyemike is free from all liabilities to Yourtime Pays Integrated Services Limited.
 - f. That this Terms of Settlement is binding on all parties in this Suit.
 - g. That the parties hereby agree that these Terms of Settlement shall be made the Consent Judgment of this Honorable Court.

Dated the 20th day of September, 2019

Same was signed by all the parties and their respective Counsel.

That being the case the Terms of Settlement is hereby attached as already read out and is hereby entered as Consent judgment of the Parties. This is the Judgment of this Court delivered today the 12th day of November, 2019 by me.

K.N. OGBONNAYA

HON.JUDGE