

**IN THE HIGH COURT OF JUSTICE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT HIGH COURT MAITAMA – ABUJA**

BEFORE: HIS LORDSHIP HON. JUSTICE S.U. BATURE

COURT CLERKS: JAMILA OMEKE & ORS

COURT NUMBER: HIGH COURT NO. 34

CASE NUMBER: SUIT NO. FCT/HC/CV/1060/19

DATE: 22ND OCTOBER, 2019

BETWEEN:

**MRS UMMA SALIHIJO AHMED.....PLAINTIFF
AND**

ALHAJI ADO SHUAIBU.....DEFENDANT

APPEARANCE

Mu’awiya Yunusa Esq. for the Plaintiff.

E. A Adie Esq. with G. T Amamu Esq for the defendant.

Yunusa Esq: the matter is for Report of settlement and we are glad to inform the court that parties have reached an understanding and to that effect terms of settlement were filed before the court and we are ready to adopt same.

Adeyo Esq: That is the correct position and we are here to adopt it as the correct position.

Yunusa Esq: The terms of settlement is dated 21/10/19 and filed on the same date. On behalf of the plaintiff, we must humbly adopt the

same terms and for the court to enter judgment based on the said terms.

For the defendant: we humbly adopt same.

CONSENT JUDGMENT

The parties in the instant suit have filed terms of Settlement dated 21-10-2019 and filed same day, duly signed by one Mona Etiebet, Business manager (for the plaintiff) and Alhaji Ado Shuaibu (Defendant) in the presence of Mu'awiya Yunusa Esq. (Plaintiff Counsel) and E. A Adie Esq. (defendant Counsel).

Whereas, the said terms agreed by both parties are as follows:

1. The Defendant shall pay 50% of the ~~₦~~6,000,000.00 (Six Million Naira) only arrears of three years rent for the period of 30th September 2016 to 29th September, 2019 being the sum of ~~₦~~3,000,000.000 (Three Million Naira) only on or before the 31st day of December, 2019
2. The Defendant shall pay the balance of the ~~₦~~3,000,000.000 (Three Million Naira only) Arrears of three years rent for the 30th September, 2016 to 29th September 2019, on or before the 28th day of February, 2020.
3. The defendant shall pay the current rent of ~~₦~~2,000,000.000 (Two Million Naira only) for the period of 30th September, 2019 to 29th, September, 2020, on or before the 30th day of June, 2020.
4. The Defendant shall without any further notice from the plaintiff or its solicitors quit and deliver up vacant possession of the premises situate at flat 6, No. 30, Julius Bamako street, Zone 7, Wuse-Abuja, FCT to the plaintiff or its solicitors herein at the Expiration of the current term on 29th September, 2020.

5. Should the Defendant breach any of the terms agreed to herein or fail to pay any sum from the amount agreed under paragraphs 1, 2, or 3 above, the plaintiff shall have the right to immediately enforce the judgement as contained in these terms and shall immediately recover from the Defendant as stipulated in paragraph 5 (a-d) herein.

The parties having adopted the said terms judgment is hereby entered as consent judgment as agreed upon by the parties in the terms of settlement.

Signed:

Hon. Justice Samirah Umar Bature

22/10/2019

Yunusa Esq.: We are very grateful for the well considered judgment.

Adeyo Esq.: We are most grateful for the judgment and your time. We wish you more strength and all the best.