IN THE HIGH COURT OF JUSTICE OF THE F.C.T. IN THE ABUJA JUDICIAL DIVISION HOLDEN AT KUBWA, ABUJA ON TUESDAY, THE 25TH DAY OF FEBRUARY, 2020 BEFORE HIS LORDSHIP: HON. JUSTICE K. N. OGBONNAYA

JUDGE

SUIT NO.: FCT/HC/CV/1303/15

BETWEEN:

ENERGO NIGERIA LIMITED

----- CLAIMANT

AND

- 1. DOYIN INVESTMENT NIGERIA LIMITED
- 2. DISTINCT SHELTER LIMITED ------

BENCH JUDGMENT

The Rules of this Court provides that parties in a matter pending before a Court of competent jurisdiction have right to explore ways to amicably settle the case out of Court. This can be done at any stage of the proceeding.

In this case the parties have been in Court since the 20th day of March 2015. They have gone far into the hearing of the Suit. But in a swift turn on the 19th day of February 2020 almost five (5) years into the battle of litigational hearing, they decided out of their own volition to amicably settle the case. Not only decided to settle but actually settled the

dispute between them. They went further to pen down the Terms of Settlement signed same and registered same. They served the Court with the signed copy of the Terms of Settlement and applied for the Court to enter same as Consent Judgement of the parties.

It is important to point out that once this Court enters the said Terms of Settlement as their Consent Judgement. It is binding on them and can be enforced as any Judgement gotten after full battle of hearing. This is so because the said Consent Judgement is as efficacious as the Judgement delivered by the Court after full calling of evidence and hearing.

So this Court will now read out the said Terms of Settlement exactly as spelt out by the parties after which it will be signed and entered as the Consent Judgement of the parties.

TERMS OF SETTLEMENT

The Claimant and the 1st Defendant have agreed that the following shall be the Terms of Settlement in this Suit.

- 1. The 1st Defendant accepts that the tenancy agreement dated the 4th July 2014, made between the Claimant and Defendant in respect of the above mentioned property was a period of two (2) years commencing from the 15th day of July 2014 and terminating on the 14th day of July 2016.
- 2. The 1st Defendant agrees that they Notice to Quit dated the 3rd day of March 2015, issued and served on the Claimant by the 1st Defendant is in breach of the terms contained in the said tenancy agreement dated 4th July 2014 between the Claimant and the Defendants.

- 3. The 1st Defendant will pay the Claimant Three Million, Five Hundred Thousand Naira (\(\frac{1}{4}\)3, 500,000.00) only in full and final settlement of this Suit.
- 4. Upon this Terms of Settlement being adopted as Judgement of the Court, 1st Defendant will on the same day immediately hand over to the Claimant's Solicitors, a Bank Certified cheque issued in favour of the Claimant for the sum of Three Million, Five Hundred Thousand Naira (Naira (Nai
- 5. In consideration of paragraphs 1-2 above, the Claimant hereby withdraws its reliefs in this Suit against the 1^{st} Defendant.
- 6. Parties will bear their respective cost and there shall be no Order for cost.
- 7. The above terms shall be the Judgement of this Honourable Court.

Dated this day	of	2020.
Mr. Miodrag Buha for the Claimant.		Prince Samuel Adedoyin for the 1 st Defendant.
F.O. Shofolawe-Bakare Esq.		Udochukwu Meribe Esq.
F.O. Shofolawe-Bakare & Co.		1 st Defendant's Counsel
Claimant's Counsel,		No 111 Constitution Crescent
41 Opebi Road		Galadima Estate, Abuja
Ikeja Lagos State		

	K.N. OGBONNAYA HON. JUDGE		
Delivered today theby me.	day of	2020	
This is the Judgement of this C	ourt.		
Judgement having been delivered,	, this matter stands clos	e.	
The Court hereby enter the said Te Judgement of the parties in this Su		onsent	