



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 1<sup>st</sup> Defendant have agreed that the following shall be the Terms of Settlement in this Suit.

1. The 1<sup>st</sup> Defendant accepts that the tenancy agreement dated the 4<sup>th</sup> 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 15<sup>th</sup> day of July 2014 and terminating on the 14<sup>th</sup> day of July 2016.
2. The 1<sup>st</sup> Defendant agrees that they Notice to Quit dated the 3<sup>rd</sup> day of March 2015, issued and served on the Claimant by the 1<sup>st</sup> Defendant is in breach of the terms contained in the said tenancy agreement dated 4<sup>th</sup> July 2014 between the Claimant and the Defendants.

3. The 1<sup>st</sup> Defendant will pay the Claimant Three Million, Five Hundred Thousand Naira (~~₦~~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, 1<sup>st</sup> 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 (~~₦~~3, 500,000.00).
5. In consideration of paragraphs 1 – 2 above, the Claimant hereby withdraws its reliefs in this Suit against the 1<sup>st</sup> 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<sup>st</sup> Defendant.

\_\_\_\_\_  
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\_\_\_\_\_  
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The Court hereby enter the said Terms of Settlement as Consent Judgement of the parties in this Suit.

Judgement having been delivered, this matter stands close.

This is the Judgement of this Court.

Delivered today the \_\_\_\_\_ day of \_\_\_\_\_ 2020  
by me.

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**K.N. OGBONNAYA**  
**HON. JUDGE**