

**IN THE HIGH COURT OF JUSTICE OF THE F.C.T.**  
**IN THE ABUJA JUDICIAL DIVISION**  
**HOLDEN AT KUBWA, ABUJA**  
**ON TUESDAY, THE 10<sup>TH</sup> DAY OF JANUARY, 2020**  
**BEFORE HIS LORDSHIP: HON. JUSTICE K. N. OGBONNAYA**

**JUDGE**

**SUIT NO.: FCT/HC/CV/188/19**

**BETWEEN:**

**SANUSI ABDULLAHI**

**(TRADING UNDER THE NAME AND ----- PLAINTIFF  
STYLE OF MIC PETERS VENTURES)**

**AND**

**1. AJUN PROJECTS LIMITED }  
2. MR. USMAN AJUN NDAYAKO } ----- DEFENDANTS**

**JUDGMENT**

On the 18<sup>th</sup> day of July, 2019 Sanusi Abdullahi trading in the name of and style of Mic Peters Ventures instituted this action against Ajun Projects Ltd and Mr. Usman Ajun Ndayako.

In the Writ he claimed the following reliefs:

- (1) The payment of Six Million, Four Hundred and Ninety Thousand Naira (₦6, 490,000.00) to the Plaintiff as sum due for the supply of Twenty Two (22) Metric Tonnes of Bitumen received and used by the Defendants.**
- (2) An Order directing the Defendants to pay to the Plaintiff interest of 10% per annum from August 2017 to date of Judgment on the said sum sought to be recovered herein.**
- (3) Alternatively: interest on the debt sum at the prevailing Banking rates applicable on the date of payment whichever is greater or as may be directed by the Court.**
- (4) An Order of payment of 10% interest rate per annum on the Judgment Sum from date of Judgment till full and final liquidation.**
- (5) One Million Five Hundred Thousand Naira (₦1.5million) only as cost of the Suit.**
- (6) Omnibus Prayer.**

He attached three (3) documents to support his claims. The documents are Invoice for the purchase of the goods (marked as **EXH A**) showing the amount of money for the purchase price due to the Plaintiff - Six Million, Four Hundred and Ninety Thousand Naira (₦6, 490,000.00) as well as the weigh Bridge Ticket from fedex and the Local purchase Order E-mail messages exchanged between the Plaintiff and the Defendants forwarding the goods and the accept and acknowledgement of same by the Defendants marked as EXH B. He also attached a letter from Sterling Solicitors written for and on behalf on the instruction of the Plaintiff to the Defendants, addressed to MD/CEO of the 1<sup>st</sup> Defendant who is the 2<sup>nd</sup>

Defendant. That letter is for demand of payment of the said sum in issue and it is dated 25/4/18. It is marked as EXH C.

He supported the application with an Statement on Oath of 23 paragraphs.

Giving the nature of the claim as a liquidated money demand and a debt, the Plaintiff also filed a Motion Exparte seeking for an Order of this Court to place the Writ under the Undefended list for liquidated money demand/debt owed to the Plaintiff by the Defendant which since has become due for payment to the Plaintiff having formally demanded for payment of the said sum of Six Million, Four Hundred and Ninety Thousand Naira (~~₦~~6, 490,000.00).

He also sought in the Motion for the matter to be placed under the undefended list on the Defendant in the Suit.

The Motion was based on the ground that the claim is a liquidated money demand.

Again it is the belief of the Plaintiff that the Defendants have no defence to the claim in the Suit.

He supported the Motion with an Affidavit of 23 paragraphs which he deposed to in person. He attached the same documents which he had attached to the Writ to support the Motion.

The Defendants were served and matter were reserved and they quickly responded to the Motion by filing a Motion for extension of time to enter appearance and file their Notice of Intention to Defend the Applicant's Suit. They also sought to be deemed as properly filed the attached Notice of Intension to Defend which they attached as exhibit in the Motion.

On the 6<sup>th</sup> day of August, 2019

Since the application of the Plaintiff was in total compliance with the provision of the Rules of this Court – **Order 23 FCT High Court Rule 2018**, this Court granted the Exparte application. The matter was marked as undefended and served on the Defendants.

On the 6<sup>th</sup> day of September, 2019 when the matter came up the parties in turn informed the Court that they are exploring ways to amicably settle the matter out of Court. The Court gladly granted the application for adjournment.

That day they informed Court that they needed time to finalize on the settlement. They promised to get back to Court with the filed Terms of Settlement if they finally agreed. The Court reserved the matter for report on settlement adoption and entry of the Terms of Settlement as Consent Judgment of the parties which can be enforced and executed as any Judgment of this Court gotten/delivered after full hearing and calling of evidence.

On the 4<sup>th</sup> day of May, 2019 the parties filed the Terms of Settlement.

It is imperative to state that the Rules of this Court allows “waving” parties in a Suit at any stage before Judgment is delivered to explore ways of amicably settling the disputes between them and spelling out the Terms of Settlement, filing same and returned the copy to Court for adoption of the said spelt out Terms of Settlement. Once adopted upon an oral application by each or all the parties the Court will enter same as Consent Judgment of the parties which they can execute as any Judgment of the Court once it is so entered. Order 19 FCT High Court Rules 2018.

The parties in this Suit had in the course of the proceeding after filing the Writ and Notice of Intension to Defend, informed the Court that they have explored the amicable settlement of the dispute and had actually agreed as to the Terms of Settlement.

They had asked for time to appear before the Court for adoption. This they did subsequently they were in Court and adopted the said Terms of Settlement. This Court reserved the matter for Judgment – to enter the said Terms of Settlement as Consent Judgment of the parties.

Today this Court here and now reads out the said Terms of Settlement verbatim as contained in the filed copy of the said Terms of Settlement. The said Terms of Settlement reads thus:

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

11<sup>th</sup> September, 2019.

The Honorable Judge  
High Court of the FCT  
Abuja Judicial Division.

Dear Sir,

**RE: SANUSI ABDULLAHI (TRADING UNDER THE STYLE OF MIC PETERS  
VENTURES) V. AJUN PROJECTS LIMITED AND 1 OR (SUIT NO:  
FCT/HC/BW/CV/188/19)**

Sequel to the agreement of the parties in this matter instructing their respective Counsel to intimate the Honourable Court of their desire to explore settlement in this matter and move the Court enter a Consent Judgment which was succinctly done in the Court proceeding of 4<sup>th</sup> day of September, 2019 before His Lordship.

My Lord please find attached to this letter the agreed Terms of Settlement as earlier moved by Counsel to this matter in the open Court, executed by both parties and their Counsel for the official seal of His Lordship.

All statutory fees have been duly paid for this process.

Thank you.

Yours faithfully,

-----  
**ADELEWA WILLIAMS, Esq**  
**(Plaintiff's Counsel)**

-----  
**S.M. YACIM, Esq**  
**(Defendant's Counsel)**

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

SUIT NO: FCT/HC/BW/CV/188/19

BETWEEN

**SANUSI ABDULLAHI**

**(TRADING UNDER THE NAME AND ----- PLAINTIFF  
STYLE OF MIC PETERS VENTURES)**

**AND**

**1. AJUN PROJECTS LIMITED }  
2. MR. USMAN AJUN NDAYAKO } ----- DEFENDANTS**

**TERMS OF SETTLEMENT**

This Terms of Settlement is entered into at the Federal Capital Territory Abuja between parties to this Suit and Witnesses as follows:

- A. That by Writ of Summons filed on 18<sup>th</sup> day of July 2019, the Plaintiff claims against the Defendant as follows:
  - I. The payment of the sum of **~~N6, 490,000.00~~ (SIX MILLION, FOUR HUNDRED AND NINETY THOUSAND NAIRA ONLY)** to the Plaintiff as the sum due for the supply of 22 Metric Tonnes of Bitumen received and used by the Defendants.
  - II. **AN ORDER** directing the Defendants to pay to the Plaintiff interest of **10%** per annum from August 2017 to date of Judgment of the sum of **~~N6, 490,000.00~~ (SIX MILLION,**

***FOUR HUNDRED AND NINETY THOUSAND NAIRA ONLY***) sought to be recovered herein.

- III. **ALTERNATIVELY**, interest on the debt sum at the prevailing bank rates applicable on the rate of repayment, whichever is greater, or as may be directed by the Honourable Court.
- IV. **AN ORDER** of payment of 10% interest rate per annum on the Judgment sum from the date of Judgment till final liquidation.
- V. The cost of this Suit in the sum of **₦1, 500,000.00 (One Million, Five Hundred Thousand Naira Only)**.
- VI. **AND FOR SUCH FURTHER OR OTHER ORDER** as the Honourable Court may deem fit to make in the circumstances of this case.

B. Parties have agreed to settle their dispute amicably and have held meetings in furtherance of this intention.

IT IS THEREFORE AGREED AS FOLLOWS:

1. That the 1<sup>st</sup> and 2<sup>nd</sup> Defendants shall pay the liquidated sum of **₦6, 490,000.00 (SIX MILLION, FOUR HUNDRED AND NINETY THOUSAND NAIRA ONLY)** to the Plaintiff as the sum due for supply of 22 Metric Tonnes of Bitumen received and used by the Defendants, being the subject matter of this Suit.
2. That the liquidated sum of **₦6, 490,000.00 (SIX MILLION, FOUR HUNDRED AND NINETY THOUSAND NAIRA ONLY)** as claimed in this matter shall be paid in the following installments:
  - a. The sum of **₦2, 500,000.00 (Two Million Five Hundred Thousand Naira Only)** shall be paid on or before the 30<sup>th</sup> day of December, 2019.



- b. The sum of **₦2, 500,000.00 (Two Million Five Hundred Thousand Naira Only)** shall be remitted on or before the 30<sup>th</sup> day of May, 2020.
- c. The balance of the total sum of **₦6, 490,000.00 (SIX MILLION, FOUR HUNDRED AND NINETY THOUSAND NAIRA ONLY)** being the sum of **₦1, 490,000.00 (One Million, Four Hundred and Ninety Thousand Naira Only)** shall be remitted on or before 30<sup>th</sup> day of August, 2020.
3. That the Defendants shall make each remittance as represented in paragraph 2 (a – c) above into the Plaintiff’s Counsel Clients’ bank account with the following details:
- ACCOUNT NAME: ADELEWA WILLIAMS & PARTNERS –  
INSPIRE LAW PRACTICE**
- ACCOUNT NUMBER: 1771830095**
- BANK: POLARIS BANK LIMITED**
4. That, parties by signing the Terms of Settlement, authorize their Counsel to move the honourable Court to enter same as Consent Judgment.

**SIGNED BY THE WITHIN NAMED PLAINTIFF – SANUSI  
ABDULLAHI (TRADING UNDER THE NAME AND STYLE OF  
MIC PETERS VENTURES)**

-----

**SIGNED BY COUNSEL TO THE PLAINTIFF:**

-----  
**(ADELEWA WILLIAMS Esq.)**

**THE COMMON SEAL OF THE WITHIN NAMED 1<sup>ST</sup>  
DEFENDANT – AJUN PROJECTS LIMITED, IS HEREBY  
AFFIXED IN THE PRESENCE:**

-----  
DIRECTOR

-----  
DIRECTOR/SECRETARY

**SIGNED BY THE WITHIN NAMED 2<sup>ND</sup> DEFENDANT**

-----

**SIGNED BY COUNSEL TO THE DEFENDANTS:**

-----  
**(S.M. YACIM Esq.)**

-----  
**SIGNED UNDER THE SEAL OF  
HONOURABLE JUSTICE K.N. OGBONNAYA**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020**

The parties having adopted the above Terms of Settlement signed on the 22<sup>nd</sup> day of October, 2019 but filed on the 4<sup>th</sup> day of November, 2019 this Court hereby:

Enter the said 3 pages Terms of Settlement signed by the parties and witnessed by their respective Counsel as the **CONSENT JUDGEMENT OF THE PARTIES**, today the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

This Judgement can be enforced and executed by the parties as any Judgement of this Court obtained after full hearing.

This is the Judgement of this Court.

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

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