



**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY  
IN THE ABUJA JUDICIAL DIVISION  
HOLDING AT MAITAMA  
BEFORE HIS LORDSHIP: HON. JUSTICE H. B. YUSUF**



**SUIT NO: FCT/HC/CV/378/2014**  
**BETWEEN:**

IMO MIRIAM SHIDOO.....PLAINTIFF

**AND**

GUARANTY TRUST BANK PLC.....DEFENDANT

**CONSENT JUDGMENT**

By a Writ of Summons dated and filed on the 30<sup>th</sup> day of January, 2014, the Plaintiff claim against the Defendant bank to recover the following reliefs:

1. The sum of N10,278,870.41 (Ten Million, Two Hundred and Seventy Eight Thousand, Eight Hundred and Seventy Naira Forty One Kobo) being funds and interest which the Defendant obtained from the Plaintiff by way of fixed deposit agreement and which said funds were rolled over seventeen times from 18<sup>th</sup> September 2009 to 17<sup>th</sup> December 2013, as per the terms of the contract between the parties, and Judgment in like sum using the same mathematical formula (to wit, 15% per annum or 3.75% per subsequent set of 90 days roll over (maturity periods) that is used in arriving at the foregoing sum (to wit, N10, 278, 870.41) from 18<sup>th</sup> December 2013 until the date that

the Defendant finally surrenders the Plaintiffs fixed deposit lodged with it since 18<sup>th</sup> September 2009.

2. Special damages to the tune of N63, 000, 000.00 (Sixty Three Million Naira) being profits that would have accrued to Plaintiff from the rare business opportunity to buy a property at a giveaway price of N25, 000, 000.00, but whose open market value at the material time was worth N88, 000, 000.00, which business opportunity was thwarted by the Defendant's refusal to release the Plaintiffs fund as at when it was demanded for by the Plaintiff for the purpose of investing same on the said rare business opportunity.
3. General and aggravated damages to the tune of N50, 000, 000.00 for the high handed, negligent and criminal conduct of the Defendant in unlawfully denying Plaintiff her hard earned resources in order to serve as a deterrent to future reoccurrence.
4. Interest of 15% per annum on the entire Judgment sum until final liquidation.

Parties in this matter have amicably settled. They have drawn up and filed a Terms of Settlement on the 11/02/2020 duly signed by parties. The gist of the Terms is as follows:

- (1) Without admission of any liability whatsoever by Defendant in this action, the Claimant and the Defendant have agreed that upon execution of these Terms of Settlement, all actions, claims, counter claims, petitions (as the case may be), motions and/or liabilities in consequence of arising from or connected to the claim in Suit **No. FCT/HC/CV/378/2014 between IMO MIRIAM SHIDDO Vs GUARANTY TRUST BANK PLC ("this suit")** are fully and

finally settled through, and by virtue of this Terms of Settlement.

- (2) The bank shall pay the Claimant the concessionary sum of N8, 000, 000. 00 (Eight Million Naira) only (conceded sum) as full and final settlement of the Claimant's claim not later than three (3) working days after the execution and adoption of this Terms of Settlement as Consent Judgment of the Court.
- (3) The Claimant hereby irrevocably and unconditionally discharges the bank from any claim, in law or equity, arising out of in consequence of, or connected with the claim in this suit.
- (4) The parties have agreed that in pursuance of the intention of these Terms of Settlement, all actions, suits, claims and/or counter claims, petitions motions, and/or other liabilities sought, petitions called or described instituted by the parties or through their respective Solicitors /Counsel/Agents, adjudicatory body or panel (as the case may be) in respect of the subject matter of the suit shall abate upon the adoption of the Terms herein as Judgment of this Honourable Court in this suit.
- (5) That neither of the parties shall file, participate in or instigate the commencement of any action, complaint or charge against the Defendant arising from or relating to the subject matter of this action.
- (6) Furthermore, the parties have agreed that no further action or actions shall be filed by any of the parties to these Terms of Settlement, or their agents, representatives with respect to the subject matter of this suit.

- (7) Parties have agreed that the Terms herein shall be entered as a non-appealable Judgment of this Court in respect of the subject matter of this suit.
- (8) Parties shall bear their respective costs.

I have read the said Terms which is made up of 8-paragraphs and I adopt it as Consent Judgment.

**SIGNED**  
**HON. JUSTICE H.B. YUSUF**  
**(PRESIDING JUDGE)**  
**12/02/2020**