

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

**BEFORE: HON. JUSTICE O. C. AGBAZA**

**COURT CLERKS: UKONU KALU & GODSPower EBAHOR**

**COURT NO: 11**

**SUIT NO: FCT/HC/CV/1920/19**

**BETWEEN:**

**PRINCE NNAJI .....CLAIMANT**

**VS**

**1. DTI INTERNATIONAL LTD**

**2. CADIS CONSTRUCTION DEVELOPMENT LTD.....DEFENDANTS**

**CONSENT JUDGMENT**

This suit was filed on 17/5/2019 by the Claimant, and after Preliminary application taken, the parties opted for resolution of the matter out of court. Consequent upon the resolution, the parties filed Terms of Settlement dated 19/10/19 and filed same day and urged the court to enter it as Consent Judgment of the parties in this suit.

Having carefully considered the submission of all Counsel and in line with the Rules, I shall allow it. Accordingly, the said Terms of Settlement dated 19/10/19 and filed 19/10/19 by the parties is hereby entered as Consent Judgment of the parties in this suit, I so order.

## **TERMS OF SETTLEMENT**

**TAKE NOTICE** that the parties hereto have agreed to settled this matter amicably upon the Terms hereunder set out and doth hereby pray this Honourable Court to enter Judgment accordingly, to wit:

1. The Claimant/2<sup>nd</sup> Defendant shall restore the Structural Stability of all that 4 Bedroom Semi Detached Duplex situate at 36 Gana Street Maitama Abuja (hereinafter referred to as the SUBJECT PROPERTY) as per the recommendations of the Department of Development Control of Abuja Metropolitan Management Control and/or the specifications outlined in the Structural Stability observation of Bronx Designs Ltd dated 12<sup>th</sup> February 2019.
2. The Claimant/2<sup>nd</sup> Defendant shall ensure the use of Sound Proof materials and other acoustic facilities in the aforesaid structural stability work so as to achieve optimal noise/vibration control and minimize noise/vibration impact on other occupiers of the property and adjoining premises.
3. The Claimant shall have possession of the ground floor of the subject property without any payment to the 1<sup>st</sup> Defendant up to 5<sup>th</sup> November 2020.
4. The 1<sup>st</sup> Defendant shall grant a Tenancy for a term of 2 years certain to the Claimant in respect of the Ground Floor of the subject property commencing from 6<sup>th</sup> November 2020 paying therefor the sum of ₦10Million as a Concessional Rent for the first year of the 2 year Lease which shall be payable on or before the

30<sup>th</sup> day of March 2020 with the cheque for the said payment to be delivered to the 1<sup>st</sup> Defendant on or before the execution of this Terms.

5. The Rent payable for the second year of the Lease shall be determined by reference to the prevailing market rate for similar premises upon the expiration of the first year of the aforesaid Lease.
6. Other Terms of the Tenancy Agreement shall be as contained in the Tenancy Agreement between the 1<sup>st</sup> and 2<sup>nd</sup> Defendants dated 6<sup>th</sup> October 2017 with necessary modifications thereto. The cost of preparation of which Agreement to be prepared by the 1<sup>st</sup> Defendant's Solicitors shall be borne by the Claimant.
7. The 2<sup>nd</sup> Defendant shall vacate and yield possession to the 1<sup>st</sup> Defendant of the subject property upon the expiration of its extant Lease on 5<sup>th</sup> November 2020.
8. The 1<sup>st</sup> Defendant shall withdraw/discontinue Suit No. FCT/HC/CV/1934/2019: DTI INTERNATIONAL LTD VS CADIS CONSTRUCTION DEVELOPMENT.
9. The 1<sup>st</sup> Defendant shall withdraw/discontinue its counter-claim in this matter as against the Inspector General of Police and Minister of the Federal Capital Territory.

10. The 2<sup>nd</sup> Defendant shall withdraw/discontinue its Suit No. CV/178/19: MOHAMMED DIABATE & ANOTHER V. PRINCE JEFF NWOKEDI UKACHUKWU & 2 OTHERS.
11. The 1<sup>st</sup> Defendant shall withdraw its Complaint/Petition to the Police Zonal Command, Zone 7 Wuse, Abuja against the Claimant/2<sup>nd</sup> Defendant.
12. The Claimant shall withdraw his Complaint/Petition to IGP Monitoring Unit, Force Headquarters Abuja, against the 1<sup>st</sup> Defendant.
13. The Claimant/2<sup>nd</sup> Defendant shall pay the expenses the 1<sup>st</sup> Defendant was constrained to incur on this and above 3 matters in the sum of ₦8 Million payable in 2 installments with the first installment of ₦3 Million to be paid on or before the execution of this Terms and the last installment of ₦5 Million being payable on or before 30<sup>th</sup> August 2019. The Cheque for the said last installment shall be delivered to the 1<sup>st</sup> Defendant on or before the execution of this terms.

**HON. JUSTICE O. C. AGBAZA**

Presiding Judge

25/2/2020

**APPEARANCE:**

NKEM OKORO ESQ FOR CLAIMANT

I.C. NWORGU FOR 1<sup>ST</sup> DEFENDANT

O.J. OGHIAFOR WITH E.C. UMEZURIKE - FOR 2<sup>ND</sup> DEFENDANT