

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY**

**IN THE ABUJA JUDICIAL DIVISION**

**HOLDEN AT APO – ABUJA**

**CLERK: CHARITY  
COURT NO. 16  
SUIT NO: FCT/HC/CV/368/19  
DATE:11 – 2– 2020**

**BETWEEN:**

**MR. DEJAN JEROTIC**

**APPLICANT**

**AND**

**1. JAXCON NIGERIA LIMITED**

**RESPONDENTS**

**2. MR. ALEX ONYEKURU**

**3. CHINEDU ONYEKWU ESQ.**

**4. ASOON PARTNERS**

**5. ECONOMIC AND FINANCIAL CRIMES COMMISSION**

**JUDGMENT**

**(DELIVERED BY HON. JUSTICE S. B. BELGORE)**

In this Fundamental Rights Enforcement action or suit, the Applicants – Mr Dejan Jerotic claims against the Defendants – Jaxon Nigeria Ltd, Mr Alex Onyekuru, Chinedu Onyekwu ESQ, Asoon partners and Economic and Financial Crimes Commission (EFCC) as follows;

1. A declaration that the invitation of the application by the letter dated 22 – 3 – 19 by the 5<sup>th</sup> Respondent at the behest of the 1<sup>st</sup> – 4<sup>th</sup> Respondent is unlawful and a violation of their Fundamental Rights to liberty and dignity of their person and a continuation of the harassment of the

Applicant by the 1<sup>st</sup> – 4<sup>th</sup> Respondent in view of pending actions before this court.

2. A declaration that the transaction between Energy Nigeria Ltd (Applicant's employer) and 1<sup>st</sup> Respondent is purely civil/commercial transaction and without any element of a crime.
3. A declaration that the 5<sup>th</sup> Respondent by the enabling Act establishing it, lacks the statutory power to function as debt collector on behalf of the 1<sup>st</sup> and 2<sup>nd</sup> Respondent or anybody for that matter in matters of commercial contract.
4. A declaration that the emotional, psychological trauma and distress to which the Respondents have put the Applicant by reason of their various acts in a violation/infringement of the Applicant's right to emotional and physical wellbeing, as enshrined in Article 16 of the African Charter on Human and People's Right (Ratification and Enforcement) Act.
5. An order of perpetual injunction restricting the Respondents jointly and severally, whether by themselves, their officers, agents, servants, privies or any person working for or under them from further threatening, intimidating, harassing, instigating the arrest of the Applicant on account of the purely civil contract between the Applicant and the 1<sup>st</sup> Respondent.
6. Damages in the sum of N50 million jointly and severally against the 1<sup>st</sup> – 5<sup>th</sup> Respondents.

There are 27 grounds for so praying as enumerated in the Motion on Notice dated 20 – 11- 2019. Accompanying the Applicant's vide the Notice of Motion is a 17 paragraphs

affidavit to which is attached Exhibits MB1, MB2, MB3, MB4, MB5, Exhibit B and a letter on the letter headed paper of F.O. Shofolawe-Bakare & Co dated 22 – 3 – 2019. There is also a written address dated 20 – 11 – 2019.

A short while ago, when the matter was called, the learned counsel for the Applicant Sholape Badamasi informed the court that the parties have settled out of court. She referred to the terms of settlement filed already. It is dated 24 – 1 – 2020. Learned counsel urged me to adopt it as judgment of this court. P.C Idems of counsel to all the Respondents was similarly inclined. She too urged me to adopt the settlement terms as the judgment of this court.

I have adverted to the terms of settlement under reference. It is dated 24 – 1 – 2020, signed by all the parties and their respective counsel. It is of 11 paragraphs and detailed the responsibilities of each parties to the suit to ensure amicable settlement.

That terms of settlement herein attached fully is hereby adopted as the judgment of this court.

For avoidance of doubt, that terms of settlement state as follows;

- 1) The 1<sup>st</sup> and 2<sup>nd</sup> Respondents agree that the agency/consultancy agreement mentioned in the Petition presented by the 1<sup>st</sup>- 2<sup>nd</sup> Respondents to the 5<sup>th</sup> Respondents, which led to the invitation of the Applicant and the commencement of this suit was made strictly between the Applicant's employer (ENERGO NIGERIA LIMITED) and the 1<sup>st</sup> and 2<sup>nd</sup> Respondents, and is a purely civil / commercial transaction without any element of crime and had nothing to do with the Applicant, other than his being an employee.

- 2) The 1<sup>st</sup> – 2<sup>nd</sup> Respondent will write a letter of apology to the Applicant in terms acceptable to him for their petition to the Police and the 5<sup>th</sup> Respondent which will be attached to this terms of settlement and to be attached to each of the cases filed by the Applicant, his employer, (Energo Nigeria Limited) and the Financial Director, Mr. Miodrag Buha and the Respondents to wit, **suit no. CV/2578/2018, Suit no. CV/1769/2018, Suit no. CV/2905/2018.**
- 3) The 1<sup>st</sup> – 2<sup>nd</sup> Respondents will write a letter of retraction withdrawing their petitions to the Police and 5<sup>th</sup> Respondent respectively and attach a copy of the same to this terms of settlement.
- 4) The 1<sup>st</sup> and 2<sup>nd</sup> Respondents acknowledge that the contract sum for the said agreement was the Naira equivalent of US\$400,000.00 (Four Hundred Thousand US Dollars) only, out of which the Applicant's employer (Energo Nigeria Limited) has before the Petition made to the Police and the 5<sup>th</sup> Respondent, paid the 1<sup>st</sup> and 2<sup>nd</sup> Respondents the sum of N52,800,000.00 (Fifty two million, eight hundred thousand Naira) only, being the Naira equivalent of US\$340,423.00 (Three hundred and forty thousand, four hundred and twenty-three dollars) only.
- 5) The 1<sup>st</sup> – 2<sup>nd</sup> Respondents agree to pay the sum of N4,300,000.00 representing 50% of the legal cost incurred by the Applicant and his employers in all the aforementioned cases and the present case by way of Applicant's employers deduction of N2,150,000.00 (Two million, one hundred and fifty thousand Naira) representing 50% of the said N4,300,000.00 from part of the balance consultancy fee/contract sum payable to the 1<sup>st</sup> Respondent as 1<sup>st</sup> instalment as explained above.

- 6) The balance of N18,290,000.00 (Eighteen million, two hundred and ninety thousand Naira) being the Naira equivalent of US\$59,577.00 (calculated at CBN rate of N307 to US\$1) will be paid in the following manner:
- (a) The sum of N12,150,000.00, being Naira equivalent of US\$39,577.00 **less the deduction of N2,150,000 (Two million, one hundred and fifty thousand Naira)** or (US\$5,810.80) representing 50% of the legal cost of N4,300,000.00 mentioned in paragraph 5 above, such that the actual net payment for this 1<sup>st</sup> instalment payable by the Applicant's Employer (Energo Nigeria Limited) to the 1<sup>st</sup> Respondent is N10,000,000.00 (Ten million Naira) being the equivalent of US\$32,573.30.
  - (b) The sum of N6,000,000.00 US\$19,544.00 being the final payment, will be paid after the Applicant's Employers have been paid their retention money due from the client from the project carried out by the Applicant's employers for the client.
- 7) Upon the 1<sup>st</sup> – 2<sup>nd</sup> Respondents letter of apology to the Applicant in terms acceptable to him, the retraction/withdrawal of their petition to the Police and 5<sup>th</sup> Respondent respectively, the adoption of the Terms of settlement in this suit by this honourable court as judgment of court and the adoption by the other courts as judgment of respective court, the terms of settlement to be filed in the following suits respectively, to wit: **Suit no. CV/1491/2018, Suit no. CV/1769/2018, Suit no. CV/2905/2018, Suit no. CV/2578/2018**, then the balance of the consultancy fee/contract sum in the sum of US\$59,577.00 or Naira equivalent of N18,290,000.00 (Eighteen million, two hundred and ninety thousand Naira) only, shall be paid to the 1<sup>st</sup> Respondent as follows:

- (a) The sum of N12,150,000.00, being Naira equivalent of US\$39,577.00 less the deduction of N2,150,000.00 (Two million, one hundred and fifty thousand Naira) or (US\$5,810.80) representing 50% of the legal cost of N4,300,000.00 mentioned in paragraph 5 above, such that the actual net payment for this 1<sup>st</sup> instalment payable by the Applicant's Employer (Energo Nigeria Limited) to the 1<sup>st</sup> Respondent is N10,000,000.00 (Ten million Naira) being the equivalent of US\$32,573.30.
- (b) The sum of N3,850,000 (Three Million Eight Hundred and Fifty Thousand Naira only) being the final payment of N6,000,000.00 less the deduction of N2,150,000 (Two million, one hundred and fifty thousand Naira) or US\$5,810.80) representing balance of the legal cost of N4,300,000.00 mentioned in paragraph 5 above shall be paid after the Applicant's Employer has been paid their retention money due from the client, from the project carried out by the Applicant's employer for the client.
- 8) The 5<sup>th</sup> Respondent shall close its case on all issues relating to, connected with or emanating from the agency/consultancy agreement between the Applicant's employer (ENERGO NIGERIA LIMITED) and the 1<sup>st</sup> and 2<sup>nd</sup> Respondents, mentioned in the petition of the 1<sup>st</sup> and 2<sup>nd</sup> Respondents written through the 3<sup>rd</sup> and 4<sup>th</sup> Respondent shall not henceforth invite, arrest or threaten them in any connection therewith.
- 9) In consideration of paragraph 1-8 the above, the Applicant hereby withdraw his reliefs in this suit against the Respondents.

10) The 1<sup>st</sup> – 2<sup>nd</sup> Defendant will pay the legal cost/fees to 3<sup>rd</sup> and 4<sup>th</sup> Defendants (legal firm) the sum of N1,500,000.00 (One million five hundred thousand naira) for its legal service in this suit and all the cases being settled to wit **Suit no. CV/1491/2018, Suit no. CV/1769/2018, Suit no. CV/2905/2018, Suit no. CV/2578/2018** from the payment received under the terms of settlement.

11) The above terms shall be the judgment of this Honourable Court.

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Suleiman Belgore  
(Judge) 11-02-2020.