

**IN THE HIGH COURT OF JUSTICE
FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT LUGBE COURT NO. 35
BEFORE HIS LORDSHIP: HON. JUSTICE ASMAU AKANBI-YUSUF
DATED 18TH DAY OF FEBRAURY, 2020**

FCT/HC/PET/004/19

BETWEEN

MRS MERCY .F. BASSEY.....PETITIONER

AND

GROUP CAPTAIN FRIDAY BASSEY.....RESPONDENT

CONSENT JUDGMENT

The petitioner took out this petition the 15/10/19 against the Respondent seeking for the following relief:

- a) The petitioner seeks an order of dissolution of the said marriage on grounds that since the marriage, the Respondent has behaved in such a way that the Petitioner can no longer reasonably expected to live with her because the marriage has broken down retrievably. The Petitioner wants a decree of dissolution of marriage to enable her recover and rediscover herself, since the Petitioner and the Respondent are critically and irredeemably stuck in irreconcilable differences.

- b) The custody of one of the children (Adorable Bassey) to the Petitioner.
- c) Payment of compensation to the petitioner by the Respondent to the tune N20, 000,000 (Twenty Million Naira) only.
- d) Refund of the sum of N1,200,000 (One Million Two Hundred Thousand Naira) loan and accruable interest, all amounting to N4,800,000 (Four Million, Eight Hundred Thousand) only.
- e) Payment of N50,000 (Fifty thousand naira) only, as monthly allowance for the child's (Adorable Bassey) upkeep.
- f) Payment of the children school fees as and when due.

THE GROUNDS UPON WHICH THE PETITION IS PREDICTATED ARE AS FOLLOWS:-

The marriage between the Petitioner and Respondent has broken down irretrievably. The Petitioner satisfies the court with the following facts:

- a. Since the marriage, the Respondent has behaved in such a way that the Petitioner cannot be reasonably expected to continue to live with him (the Respondent).

The following facts show the behavior of the Respondent that makes the Petitioner not to be reasonably expected to live with him (the Respondent).

- g) At the slightest misunderstanding between the Petitioner and the Respondent, the Respondent gets wild and begins to beat the Petitioner even in the presence of their children.
- h) That the Respondent does not provide the needs of the Petitioner and the children of the marriage, thereby making the Petitioner and the said children to live a beggarly lifestyle despite the fact that the Respondent is gainfully employed (a senior military officer with the Nigeria Air Force).
- i) That the Respondent does no longer pay the children school fees neither does he provides money for their (children) clothing and up keep.
- j) That sometime in October, 2017, the Respondent abducted two of the three children (Basil and Elfreda) of the marriage and as then refused to allow the Petitioner access to the said two children.
- k) That the Respondent has subjected the Petitioner to shame and ridicule her before her (Petitioner's) colleagues at work when he (Respondent) asked the petitioner to

borrow the sum of N1, 200, 000 (One Million Two Hundred Thousand Naira) for him (Respondent) to invest in his business but refused to pay back same till date.

- l) That the Respondent started making life miserable and unbearable for the Petitioner shortly after they got married but the petitioner preserved for over fourteen years believing that the Respondent will one day change, to no avail.
- m) That the Petitioner even petitioned the Chief of Air Staff making a personal appeal to the chief of Air Staff to call on her husband (the Respondent) to stop maltreating her. The said letter written by the law firm of Akinyemi David & CO and dated 31st May, 2017, is hereby pleaded.
- n) That the Petitioner painfully endured and tolerated these inhuman attitudes of the Respondent because of her deep-seated love for him (Respondent) and had believed that he (Respondent) would change with time. The Respondent and Petitioner lived like cat and dog until 2016, during which fowl languages of gross abuse, indignations and disparagements were the main stay of their matrimonial home.

- o) That the Petitioner reported the attitude of the Respondent to both the parent of the Petitioner and the Respondent. Both parent called a meeting, tried to resolve the issue but the respondent refused to change.
- p) These ungodly attitude and rancorous behavior of the Respondent subjected the Petitioner to a glaring nose-diving depression, deep-seated emotional trauma, conspicuous psychological miasma and palpable physiognominal topsy-turvy.
- q) That one (1) of the three (3) children of the marriage (Adorable Bassey) is under care of the Petitioner while the other two (Basil Bassey and Elfeda Bassey) have been under the care and custody of the Respondent since October 4, 2017.
- r) That the Petitioner most fervently, pray this Honorable Court to dissolve this marriage and award the continuous custody of the said one (1) child (Adorable Bassey) to me, while the Respondent can have custody of the two (Basil Bassey and Elfeda Bassey) with him thereby maintaining the *status quo*.

The respondent also filed an Answer to the petition and sought for the following:-

- I. The Respondent seeks an order of dissolution of the said marriage, the Petitioner having behaved in such a way that he (the Respondent) cannot be said to be reasonably expected to live with her, the marriage having broken down irretrievably.
- II. The Respondent seeks an order of the Honourable Court for the petitioner to pay him the sum of cost of N1, 000, 000 (One Million naira) only as cost of litigation in this suit.

The Respondent was served and a date was set down for hearing. Trial commenced the 20/2/20; the petitioner gave evidence as Pw1. In the course of her testimony, two exhibits were tendered and admitted in evidence. That is, exhibit A is the marriage certificate and exhibit B, is the solicitor's letter dated the 31st may, 2017. The petitioner closed her case. Learned counsel to the Respondent did not to cross examine the pw1 that they have conceded to the dissolution. The matter was thus adjourned for adoption of terms of settlement. The terms of settlement was filed the 28/12/2020, both counsel were present, so also the petitioner. The counsel urged the court to adopt the terms of settlement as consent judgment. I have considered the settlement entered into by parties, and

since it is clear both parties entered into same voluntarily, I do not have any choice than to grant the application. Accordingly the marriage celebrated on 7/8/2004 at the Marriage Registry in Ikeja is hereby dissolved and an Order of Decree Nisi is made today the 18/2/2020, which shall become absolute after three months from today. Furthermore, judgment is entered on all other issues agreed on by the parties and I so order.

The Terms of Settlement is as follows:-

WHEREAS, the petitioner petitioned this honorable court for a decree of dissolution of marriage via a Notice of Petition dated 15th October, 2019 and filed same date, against the respondent. the said petition is based on grounds that marriage between the petitioner and the respondent has broken down irretrievably in that since the marriage, the respondent has behaved in such a way that the petitioner cannot be reasonably be expected to live with him (the Respondent). Whereof the petitioner seek the following reliefs:

- a. AN ORDER of dissolution of the marriage between the petitioner and the Respondent on grounds that since the marriage, the respondent has behaved in such a way that the Petitioner can no longer reasonably be expected

to live with him (Respondent) because the marriage has broken down retrievably. The Petitioner wants a decree of dissolution of the marriage to enable her recover and rediscover herself, since the petitioner and the Respondent are critically and irredeemably stuck in irreconcilable differences.

- b. AN ORDER of this Honorable court granting custody of one of the children (Adorable Friday Bassey) to the Petitioner.
- c. Payment of compensation to the Petitioner by the Respondent to the tune of N20, 000,000 (Twenty Million Naira) only.
- d. Refund of the sum of N1, 200,000(One Million, Two Hundred Thousand Naira) loan and accruable interest, all amounting to N4, 800,000 (Four Million, Eight Hundred Thousand naira) only.
- e. Payment of N50,000 (Fifty Thousand Naira) only, as monthly allowance for the child's (Adorable Friday Bassey)
- f. Payment of children school fees as and when due.

And in pursuant of good conscience and peaceful co-existences between the petitioner and the Respondent and in

the best and collective interest of the children, both parties agreed to mutual settlement and after a series of meetings between the petitioner and the Respondent Counsel.

IT IS HEREBY VOLUNTARILY AGREED AS FOLLOWS:-

- a. That the marriage between the Petitioner and the Respondent is accordingly dissolved and a *DECREE NISI* shall be issued which shall become absolute after the expiration of 3 months.
- b. That the Petitioner shall have custody of one of the children of the marriage (Adorable Friday Bassey) while the Respondent shall have custody of the other two children (Basil Friday Bassey and Elfeda Friday Bassey).
- c. That the Respondent shall contribute to the maintenance of the children according to his means and resources for proper welfare of the children.
- d. That the Petitioner shall have access to the children in custody of the Respondent, during school holidays. And the Respondent shall have access to the child in custody of the Petitioner during school holidays, and other acceptable or reasonable time.

- e. That the Respondent shall be responsible for the payment of the children's school fees as at when due within his capacity to any level of their Education.
- f. That the Respondent within reasonable time, shall refund to the Petitioner the sum of N1, 200,000 (One Million, Two Hundred Thousand Naira) only being loan collected from the Petitioner).

ASMAU AKANBI-YUSUF
HON JUDGE

APPEARANCES:-

Odu Onabe, Esq. for the **Petitioner**

Daniel Okokon, Esq. for the **Respondent**

Petitioner present, Respondent Absent