

IN THE HIGH COURT OF JUSTICE OF THE F.C.T.
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT KUBWA, ABUJA
ON MONDAY, THE 21ST DAY OF SEPTEMBER, 2020
BEFORE HIS LORDSHIP: HON. JUSTICE K. N. OGBONNAYA
JUDGE

SUIT NO. FCT/HC/CV/397/18

BETWEEN:

ROYAL FOUNTAIN PROPERTIES LTD ----- PLAINTIFF

AND.

DR. DONALD ENEH ----- DEFENDANT

BENCH JUDGMENT

This Court had delivered its Ruling in this Suit sometimes last year and referred the case to the general cause list for parties to call evidence and go onto full Hearing.

Today the parties have on their own volition and based on the advice of the Court advised the parties to explore amicable settlement of their dispute. The provision of the Rules of this Court also allows parties to settle their dispute no matter the stage of the proceeding.

After settlement if the terms are penned down in paper signed by the parties and witnessed by their Counsel or other persons, the Court usually enters same Terms as Consent Judgment of the parties which can be enforced as any Judgment which is gotten after full Hearing and call of evidence.

Today the parties had decided to explore amicable settlement of their dispute. They have equally spelt the terms out in paper signed served and their respective Counsel had witnessed same. They have today 21/9/2020 registered same and have adopted same urging Court to enter same as their Consent Judgment.

This Court has no reason not to grant them their heart desire the Court will and hereby read out the said Consent Judgment and as if set out here under seriatim.

CONSENT JUDGMENT

WHEREAS

1. The subject matter of this suit is the Tenancy over Plaintiff's property being a Four Bedroom Duplex with Two Rooms BQ and all its appurtenances situate at No. 15, Freetown Street, Wuse II Abuja.

2. The Defendant had entered into a contractual Tenancy Agreement with the Claimant for a year from 15th December, 2015 to 14th December, 2016 on an annual rental of **N8,000,000.00 (Eight million Naira)** only and same was renewed for the period of 15th December, 2016 to 14th December, 2017.

3. The Defendant defaulted in the payment of his annual rent thus gave rise to instituting the suit by the Plaintiff wherein Plaintiff by his Amended Writ of Summons dated the 17th day of January, 2020 against the Defendant, claimed as follows:
- i. **A DECLARATION** that the tenancy of the Defendant had expired on the 14th December, 2017 and was duly determined.
 - ii. **AN ORDER** of this Honourable Court mandating the Defendant to deliver vacant possession of the subject of the tenancy being a fourbedroom duplex and Two Rooms Boys-quarters and all its appurtenances situate at No.15, Freetown Street, Wuse 2, Abuja forthwith
 - iii. **AN ORDER** of this Honourable Court mandating the Defendant to pay the arrears of rent in the sum of **N 7,671, 232,.87 (Seven Million, Six Hundred and Seventy-One Thousand, Two Hundred and Thirty-Two Naira. Eighty-Seven Kobo)** only being the total amount payable to the Claimant for the arrears of 350 days (i.e. 14th December, 2017—29th November, 2018) at the rate of N21,9917.80K daily as prorated
 - iv. **AN ORDER** of this Honourable Court directing the Defendant to pay the mesne profit to the tune of **N 666,666,66. (Six Hundred and sixty-Six Thousand, Six Hundred and Sixty-Six Naira, Sixty-Six Kobo)**

- v. **AN ORDER** of this Honourable Court mandating the Defendant to pay 10% interest monthly from the date judgment was delivered till the date the judgment sum is paid.
- vi. **AN ORDER** of this Honourable Court mandating the Defendant to pay the Claimant the sum of N2,500.000(Two Million Five Hundred Thousand Naira Only) being the legal expenses and fee incurred by the claimant
- vii. **AN ORDER** of the Honourable Court mandating the Defendant to make known to the claimant or the Court the address of wherever he is relocating to, to avoid frustrating the claimant from enforcing the above claims.

NOW THIS TERMS OF SETTLEMENT WITHNESSETH AS FOLLOWS:

- A. That the Defendant has agreed to and have delivered vacant possession of the demised property situate at No.15, Freetown Street, Wuse 2, Abuja on the 9th August, 2020;
- B. That the total amount due on the Defendant; is **N21,238,356.26 (Twenty-One Million, Two Hundred and Thirty-Eight Thousand, Three Hundred and Fifty-Six Naira, Twenty-Six Kobo)only** out of which the Defendant had initially paid the sum of **N1,000,000.00 (One Million Naira) only**.
- C. The Plaintiff has waived the sum of **N569,863.08 (Five Hundred and Sixty-Nine Thousand, Eight Hundred and Sixty-Three Naira, Eight Kobo) only**.

- D. That parties have agreed that the Defendant pay the total sum of **N19, 668, 494.28 (Nineteen Million, Six Hundred and Sixty-Eight Thousand Four Hundred and Ninety-Four Naira Twenty-Eight Kobo) Only** as arrears accrued on the Plaintiff's property with the under listed payment schedule thus:
- a. First payment **N5,000,000.00 (Five Million Naira) Only** on or before the 30th day of November, 2020;
 - b. Second payment **N5,000,000.00 (Five Million Naira) Only** on or before the 28th day of February, 2021;
 - c. Third payment **N5,000,000.00 (Five Million Naira) Only** on or before the 31st day of May, 2021;
 - d. The last and final payment **N4,668,494.28 (Four Million, Six Hundred and Sixty-Eight Thousand, Four Hundred and Ninety-Four Naira Twenty-Eight Kobo) Only** on or before the 31st day of August, 2021
 - e. The Defendant has also provided the address of his new location which is **Plot 1239 Bamanga Street, Garki 2, Abuja**. However, in the event of any change of the Defendant's address, and if any part of the obligation on the Defendant is yet to be discharged, the Defendant shall notify the Plaintiff within 7 (Seven) days of the occurrence of such change of address.
 - f. The Defendant has agreed that in the event of default to comply with any of the payment schedules on the due date,

the Plaintiffis entitled to seek theenforcement of this Consent Judgment against the Defendant.

g. That the partieshave agreed to adopt this **Terms of Settlement** as consent judgment and parties are to bear their respective cost incurred in relation to this matter and shall therefore make no application for cost directly or through their Legal Counsel.

DATED THIS ----- DAY OF ----- 2020

All parties and their respective Counsel have signed same.
The Court therefore enters same as Consent Judgment of the parties today. The 21/9/20 this is the Judgment of this Court delivered today.
Theday of2020 by me.

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K.N.OGBONNAYA
HON.JUDGE