



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/4924/11

BETWEEN:

1. PRECON ASSOCIATES LIMITED)
2. DR. BANKOLE ILESANMI OLORUNFEMI).....PLAINTIFFS

AND

STERLING BANK PLC.....DEFENDANT

CONSENT JUDGMENT

By a Writ of Summons dated and filed on the 1st June, 2011, the Plaintiffs claims against the Defendant as follows:

- (a) An Order for the return of the original letter of allocation for the sale of Federal Ministry of Housing and Urban Development house issued to **Mohammed Shittu Akanbi**, which was bought over by the 2nd Plaintiff.
- (b) In the alternative, an Order for the Defendant to procure the certified true copy of the lost document (if at all it is lost) at her own expense and hand over same to the Plaintiffs forthwith.
- (c) A declaration that the loss or misplacement of the documents submitted by the Plaintiffs to the Defendant is as a result of negligence of the Defendant and therefore illegal, null and void.

- (d) The sum of N3, 686, 929. 90 (Three Million, Six Hundred and Eighty Six Thousand, Nine Hundred and Twenty Nine Naira, Ninety Kobo) as special damages.
- (e) The sum of N5, 000, 000. 00 (Five Million Naira) as general damages.
- (f) N500, 000. 00 (Five Hundred Thousand Naira) cost of this action.

The parties in this case have settled themselves amicably and in consequence have filed the Terms of Settlement dated 03/05/2020 and filed on 04/05/2020. It was duly signed by parties and their respective counsel. The gist of the term is as follows:

- (1) The Defendant shall procure and has procured a Certificate of Occupancy over House C1, Adamawa Court, Gaduwa Estate, Abuja.
- (2) The Defendant shall hand over the original copy of the Certificate of Occupancy to the Plaintiffs and particularly the 2nd Plaintiff (**Dr. Bankole Ilesanmi Olarunfemi**) upon the execution of these Terms of Settlement.
- (3) In the spirit of the reconciliation and to reactivate the account of the 2nd Plaintiff (0005731393/301-113110110, the Defendant shall credit the account with the sum of N500, 000. 00 (Five Hundred Thousand Naira) upon the execution and adoption of this Terms of Settlement.
- (4) The Plaintiffs shall not have any further claims against the Defendant over this subject matter and both parties shall bear their respective cost.

I hereby adopt the Terms of Settlement as the Judgment of this Court.

Signed
Hon. Justice H. B. Yusuf
(Presiding Judge)
13/05/2020