

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

**BEFORE HIS LORDSHIP HON. JUSTICE D.Z. SENCHI.
HON. JUDGE HIGH COURT NO. 13
COURT CLERKS –T.P. SALLAH & ORS
DATE: 24/06/2020
FCT/HC/CV/314/19**

BETWEEN:

**UMLIYU PHARMACEUTICAL AND MEDICAL SERVICES LIMITED-----CLAIMANT/JUDGMENT
CREDITOR**

AND

**1. THE MINISTER OF THE FEDERAL CAPITAL TERRITORY
2. FEDERAL CAPITAL DEVELOPMENT AUTHORITY
3. MESSER GONGOLONG ENGINEERING SERVICES LTD** } **DEFENDANTS/JUDGMENT DEBTOR**

BETWEEN:-

MEETHAQ HOTEL LIMITED-----

INTERPLEADER/APPLICANT

AND

UMLIYU PHARMACEUTICAL AND MEDICAL SERVICES LIMITED-----JUDGMENT CREDITOR

AND

THE SHERIFF, HIGH COURT OF FEDERAL CAPITAL TERRITORY, ABUJA-----RESPONDENT

Judgment

This interpleader proceedings was filed and commenced on the 6th December, 2019 by the Interpleader/Claimant against the Judgment Creditor/Respondent. The claim of the interpleader in suit No. FCT/HC/CV/314/2019 against the Respondents i.e Judgment Creditor and the Deputy Sheriff of this Honourable Court is as follows:-

- i. The sum of N1,200,000.00 every day for damages arising out of the said execution.

- ii. Seeking the setting aside of all possession of immovable property.
- iii. Seeking the setting aside all, processes, proceedings, trial, judgment and any execution levied pursuant thereto, as incompetent.

The interpleader proceedings of the claimant was commenced pursuant to the judgment of this Honourable Court wherein the judgment creditor claim in suit no. FCT/HC/CV/321/2008 the following:-

- a. A declaration that the Plaintiff is entitled to the exclusive and absolute possession of all that property known as plot No. 683, located within zone B4, Jabi district, Abuja falling on Sheet Jabi NE covering 5273.31 square metres properly demarcated by Beacon Nos: PB 904; 2396; PB2397; PB2398; PB2399 and back to the starting point previously covered by certificate of Occupancy No. FCT/ABU/MISC.12755 now given new file number MISC. 58524 by the first and second Defendants.
- b. A declaration that the purported revocation of the right of occupancy of the Plaintiff in respect of Plot No. 683, located within Zone B4, Jabi District, Abuja falling on Sheet Jabi NE covering 5273.31 square metres properly demarcated by Beacon Nos. PB904; 2396; PB2397; PB2398; PB2399 and back to the starting point previously covered by certificate of occupancy no FCT/ABU/MISC. 12755 now given a new file

number MISC 58524 by the First Defendant or any person acting on his behalf is illegal, null and void for non-compliance with the mandatory conditions precedent for revocation of rights of occupancy under the Land Use Act.

- c. A declaration that the Plaintiff is still the holder of the right of occupancy over plot Plot No.683, located within Zone B4, Jabi District, Abuja falling on Sheet Jabi NE covering 5273.31 square metres properly demarcated by Beacon Nos. PB904;PB2396;PB2397;PB2398,PB2399 and back to the starting point previously covered by certificate of occupancy no. FCT/ABU/MISC. 12755 now given new file number MISC. 58524 by the first and second Defendants.
- d. An order that the first and second Defendants re-issue the Plaintiff with a new certificate of occupancy in respect of the Plaintiff's right of occupancy over plot No. 683, located within Zone B4, Jabi District, Abuja Falling on Sheet Jabi NE covering 5273.31 square metres properly demarcated by Beacon No. PB904;PB2396;PB2397;2398;PB2399 and back to the starting point previously covered by certificate of occupancy No.FCT/ABU/MISC.12755 now given new file number MISC. 58524 by the first and second Defendants.
- e. An order that the third Defendant(s) be ejected from plot No. 683, located within Zone B4, Jabi District, Abuja falling on Sheet Jabi NE covering 5273.31 square metres properly demarcated by beacon Nos. PB904;PB2396;PB2397;PB2398;PB2399

and back to the starting point previously covered by Certificate of occupancy No. FCT/ABU/MISC.12755 now given new file number MISC. 58524 by the first and second Defendants.

- f. An order granting vacant possession to the Plaintiff of all that property known as plot 683 located within Zone B4, Jabi District, Abuja falling on sheet Jabi NE covering 5273.31 square meters properly demarcated by beacon Nos. PB904;PB2396;PB2397;PB2398;PB2399 and back to the starting point previously covered by certificate of occupancy no. FCT/ABJ/MISC.12755 now given new file number MISC.58524 by the first and second Defendants.
- g. Exemplary damages in the sum of N30,000,000.00.
- h. The cost of this action.

The interpleader summons was served on all parties i.e judgment creditor, judgment debtor and Deputy Sheriff of this Court. Pursuant to the service, various processes were filed by the respective Defendants/Respondents.

Then on the 2nd December, 2019, the matter came up for hearing and was later adjourned to 13th January, 2020. Hearing on the matter could not commence on the 13th January, 2020 but was later adjourned to the 20th January, 2020.

On 20th January, 2020, the Claimant/Interpleader's Counsel informed the Court that there have been continuing theft of property in the subject matter of dispute and he urged the Honourable Court to take steps to protect the property before

it is finally vandalised. The Court therefore ordered parties to visit the scene of the subject matter and collectively take inventory of all properties in the subject matter of dispute and parties to have in their possession copy(s) of the inventory as well as file same in Court. The case was then adjourned to the 29th January, 2020 for hearing.

On the 29th January, 2020 when the matter came up for hearing, Counsel to the Claimant/Interpleader, one C.E Olisakwe informed the Court that both the Claimant and the Judgment Creditor have been discussing on the possible amicable resolution of this dispute. The Judgment Creditor's Counsel, one C.I Idumuyi appearing with O.D Adah confirmed the settlement discussion between the judgment creditor and the claimant. The other Counsel for the Defendants i.e Halima Mohammed appearing with Hussenia Ibrahim Abu and Dozie Kalu as well as Alero Adah were not different from the positions of the claimant's Counsel and the judgment creditor's Counsel. The case was then adjourned to 31st March, 2020 to enable parties concretize on the terms of settlement and report to Court.

Unfortunately, the Court could not sit on the 30th March, 2020 due to the Covid 19 pandemic and the matter was subsequently adjourned today for report of settlement.

Today, the 25th June, 2020, the claimant's Counsel, Daniel Akinwale holding the brief of Ibrahim E. Imak informed the

Court that the Claimant, the judgment Creditor and other Defendants had settled and indeed have filed terms of settlement in this matter. The judgment creditor's Counsel, AbdullahiTahir confirmed same as well as Counsel representing the Deputy Sheriff of this Honourable Court. The Counsel to the claimant and that of the judgment creditor informed the Court that the terms of settlement was duly executed and signed by Counsel and the respective parties. They further urged me to enter the terms of settlement for the judgment creditor and the claimant/Interpleader as consent judgment in this case.

Thus, by the terms of settlement duly executed by the parties herein and their respective Counsel undated but filed on 4th March, 2020, the claimant and the judgment creditor agreed as follows:-

1. The Claimant shall pay to the judgment creditor, in the manner hereinafter provided, the sum of N300,000,000.00 (Three Hundred Million Naira only) in consideration of the judgment creditor's title, interest and rights in and over all that property known as plot 683, Jabi District, Cadastral Zone BO4, FCT Abuja adjudged by this Honourable Court to belong to the judgment creditor pursuant to the judgment delivered on the 1st day of December, 2016 in suit No. CV/321/2008 which by these presents shall be deemed to have passed onto the claimant.

2. The consideration agreed by these presents shall be paid in two instalments of N100,000,000.00 (One Hundred Million Naira) and N200,000,000.00 (Two Hundred Million Naira).
3. The initial payment of N100,000,000.00 (One Hundred Million Naira) only shall be made to the judgment creditor on or before the 17th day of February, 2020 (receipt whereof the judgment creditor hereby expressly acknowledges)
4. The balance of N200,000,000.00 (Two Hundred Million Naira) only shall be paid within two weeks from the 17th day of February, 2020.
5. The movable properties attached in execution of the judgment of the Court consisting of the eleven air conditioner outdoor units and which are claimed in the interpleader summons shall be released to the forthwith.
6. The terms of these terms of settlement shall be entered as consent judgement in suit. No. CV/314/2019.
7. Upon the execution of these terms of settlement, all the parties shall be bound thereby whether or not these presents have been made the judgment of the Court.
8. These terms of settlement are in full and final settlement of any and all claims, potential claims, counterclaims, Potential counterclaims, rights of set-off, indemnities, counter-indemnities, causes of action, demands rights or interests of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, howsoever arising and in whatever

capacity or jurisdiction in which it has been or could have been brought by the Claimant against the judgment creditor and by the judgment creditor against the claimant and shall supersede all previous agreements and/or undertaking between the parties in respect of this matter.

It is the above terms of settlement between the claimant and the judgment creditor that their respective Counsel urged me to enter as consent judgment for the claimant and the judgment creditor.

Thus, therefore, pursuant to the terms of settlement duly entered and agreed between the claimant and the Judgment Creditor, judgment is hereby entered for the claimant and the judgment creditor as per their terms of settlement duly filed on 4th March, 2020 as consent judgment. And this consent judgment is the judgment of this Court.

HON. JUSTICE D. Z. SENCHI
(PRESIDING JUDGE)
24/06/2020

Parties:- Absent.

Charity MabeAttah:-For the Interpleader/Applicant.

Abdullahi Ibrahim Tahir:-For the Judgment Creditor

Andy Valentine:-For the judgment debtor

Daniel Akinwale:-Holding brief of Ibrahim Imak for the
Interpleader/Applicant

AleroAdah:- For the Respondent.

Sign
Judge
24/06/2020