

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
HOLDEN AT GWAGWALADA

THIS MONDAY, THE 29TH DAY OF JUNE 2020

BEFORE: HON. JUSTICE ABUBAKAR IDRIS KUTIGI – JUDGE

SUIT NO: CV/2841/18

BETWEEN:

JOSEPH ALOAYECLAIMANT

AND

ABUJA ELECTRICITY DISTRIBUTION COMPANY.....DEFENDANT

JUDGMENT

The Claimant's claims as contained in the Writ of Summons and Statement of Claim dated 24th day of September, 2018 but assessed on the 21st September, 2018 in the Court's Registry are as follows:

- 1. A Declaration that the Defendant's disconnection of the Plaintiff's house from electricity is illegal, ruthless and unconstitutional.**
- 2. A Declaration that making the Plaintiff to pay electricity bill on another person's name and the continuous refusal of the Defendant to supply prepaid meter to the Plaintiff is illegal and unconstitutional.**
- 3. An order mandating the Defendant to pay the Plaintiff the sum of ₦10,000,000:00 being general damages against the Defendant for refusal to**

supply him with pre-paid meter, outrageous and arbitrary bills and continuous embarrassment.

4. An order mandating the Defendant to pay the Plaintiff the sum of N45,000:00(Forty Five Thousand Naira) Only being specific damages against the Defendant for the destruction of his set of sound system.
5. A perpetual injunction restraining the Defendant from issuing bills to the Plaintiff without a pre-paid meter.

The originating court processes were duly served on the Defendant. The Defendant did not file any process(es) in defence of the case and when the matter came up on the 6th November, 2018 for mention, the Defendant was absent and not represented by any counsel, and the matter was adjourned for hearing. The matter then came up for hearing on the 16th January, 2019; the Defendant was again absent and not represented. The Plaintiff in proof of his case, testified as PW1. He adopted his witness deposition dated 24th September, 2018 and tendered in evidence the following documents as follows:

1. Cash invoice issued by Innoma Electronics Investment & Co dated 2nd April, 2017 was admitted as **Exhibit “P1”**
2. A Cash/Credit Sales Invoice issued by Technical Glorious Spring Ent. Nig. Dated 2nd April, 2017 was admitted as **Exhibit “P2”**
3. Electricity bills for January, 2018, two (2) receipts for March, 2018, 18th July, 2018 and 27th July, 2018 were admitted as **Exhibit “P3(1-5)”** respectively.
4. A letter written by the Law Firm Cornerstone Advocates was admitted as **Exhibit “P4”**.

The matter was then adjourned to enable defendant cross-examine PW1 and when they did not take advantage of the opportunity or indeed file any process in response, the right to cross-examine PW1 and to defend the action was foreclosed

on 18th June, 2019 and the parties were ordered to file their final written addresses and the matter adjourned to 3rd October, 2019 for adoption.

The plaintiff duly filed his final address on 3rd October, 2019 in which two issues were raised as arising for determination as follows:

- a. Whether or not the Plaintiff has proved his case on balance of probability or preponderance of evidence to grant his reliefs.**
- b. Whether or not from the circumstances of the case the plaintiff's reliefs should be granted even when the defendant did not enter defence.**

It was at this point that the defendant filed a Preliminary Objection and their statement of Defence with a motion on notice to regularise the defence. Learned counsel for the defendant also at the same time informed the court that he was of the opinion that even though the case was now part heard, that the matter could be settled out of court and that the court should give them some time to discuss and file terms of settlement. Learned counsel for the plaintiff on his part was not opposed to the discussions to settle the matter out of court. The court on 24th February, 2020 then adjourned the matter for parties to discuss and report back.

On the 29th June, 2020 when the matter came up, parties represented by their counsel informed the court that the matter has been amicably settled out of court and that Terms of Settlement dated 23rd June, 2020 was filed in the court's Registry the same date. Learned counsel for both sides then applied that the Terms of Settlement filed in the Court's Registry be entered as consent Judgment in the case. The terms of settlement mutually agreed by parties are in the following terms:

- 1. That the Defendant shall pay to the Plaintiff the sum of N300,000:00 (Three Hundred Thousand Naira) Only in final settlement of this suit.**
- 2. That the Plaintiff waives and forfeits all his other claims against the Defendant**

3. This Terms of Settlement is not in any way an admission of liability by the Defendant.

4. That this Terms of Settlement be entered as Consent Judgment.

The above terms were duly executed by the Plaintiff and his Counsel and the Defendant and their Legal Officer. It is stating the obvious that the primary responsibility of a Court of law qua justice is to encourage parties to settle matters out of court. Where parties settle and then prepare terms of settlement which they embody in a document and apply to court for same to be entered as Consent Judgment in the action, the duty of court at that point is limited to give effect to the express intention of parties as embodied in the filed terms of settlement.

Accordingly, the Terms of Settlement dated 23rd June, 2020 and filed in the Court's Registry on the same date and duly executed by the counsel to the parties is hereby entered as consent judgment in this action.

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Hon. Justice A.I. Kutigi

Appearances:

- 1. Toluwa Odekhe, Esq., with Elijah Banidele for the Plaintiff.**
- 2. Ejeh Monday Ejeh, Esq. for the Defendant**