

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

BEFORE: HON. JUSTICE O. C. AGBAZA

COURT CLERKS: UKONU KALU & GODSPOWER EBAHOR

COURT NO: 10

SUIT NO: FCT/HC/PET/379/2019

BETWEEN:

MRS. FLORENCE UNUAYAN.....PETITIONER/RESPONDENT

VS

ST. AUGUSTINE UNUAYAN.....RESPONDENT/CROSS PETITIONER

CONSENT JUDGMENT

The Petitioner filed this Petition on 12/9/2019 for dissolution of the marriage between herself and the Respondent on 2/4/2019 at the Ambassadors Royal Ministries International and after several adjournments for hearing of the matter the parties resolved to settle and consequently filed Terms of Settlement, in urging the court to adopt in their Terms of Settlement and enter it as Judgment of Court.

This matter being a Matrimonial Case, the Petitioner proceeded to the Witness Box and testifying as PW1 and gave evidence their marriage, wherein Exhibit "A" was tendered in proof of the said marriage. Further stated that they filed Terms of Settlement which the Respondent in court does not oppose, both urging the court to allow it as Consent Judgment. Having carefully considered the said Terms, filed on 30/11/2020, I hereby

pronounce a Decree Nisi dissolving this marriage contracted on 2/4/2016 between the parties having broken down irretrievably and shall become absolute three (3) months from the date of the Judgment. Accordingly, the Terms of Settlement entered into by the parties is entered as the Consent Judgment of the parties in this Suit. I so Order.

TERMS OF SETTLEMENT AND MUTUAL RELEASE

SAVE AND EXCEPT as herein expressly and specifically agreed by the parties. This Settlement Agreement mutual release (the Agreement) is made this 28th day of November, 2020 and is entered into between,

1. MRS. FLORENCE UNUAYAN a Banker of Block D Flat 3 Yawahab Estate Wuye FCT Abuja. Herein refers to as the Petitioner in this matter (of the one part)

AND

2. ST. AUGUSTINE UNUAYAN A Pastor of Ambassadors Royal Ministry Plot 99, 69 Road Gwarimpa Estate FCT Abuja/of No. 9 Femi Otedola Street Gwarimpa FCT Abuja. Herein also refers to as the Respondent in this matter (of the other part).

WHEREAS: Dispute arose among the parties in the marriage contracted and entered into by both parties on the 12th Day of April, 2016 that the Petitioner filed and Petitioned this Honourable Court on the 12th September, 2019 in Suit No. PET/371/2019 already provided supra against the Respondent in this matter for the dissolution of the marriage and applied for the custody of the only child of the marriage.

WHEREAS: The Respondent upon the receipt of the Petition filed an Answer to the Petition and Cross/Petition on the 21th day of February, 2020 wherein in his reliefs sort from the court also conceded to the dissolution of this marriage.

WHEREAS: Parties have agreed and are desired to fully and finally resolve/settle this matter out of court under the Terms and Conditions herein after set forth below in this Settlement Agreement.

NOW THEREFORE: The parties hereto agreed as follows:

1. Parties agreed that the Statutory Marriage contracted and entered into by the parties be dissolve/terminated between the parties and the certified of such dissolution of this marriage between the parties be issued to them by this Honourable Court.
2. That the custody of the only child UMUAYAN SAMUEL ST. AUGUSTINE who is just 3 years of age be given to the Petitioner (the mother).
3. That the Respondent (the father) be given full access to visit and see the only child of the marriage UMUAYAN SAMUEL ST. AUGUSTINE upon 24hours minimum Notice of such visit to the Petitioner either via phone call or formal written will suffice.
4. That the Notice of such visit must be approved by the Petitioner before visit can take place in her present and such Notice to visit and see the only child must not be unnecessary be denied except upon certain circumstances beyond the Petitioner's control.

5. That the Petitioner and the Respondent shall jointly decides the venue of the meeting which must be safe and conducive environment and will not be at the odd hour/time nor at a venue that will be difficult to accessed by either party.
6. That Petitioner has agreed to take full care of the only child as contained in her Petition before the court and will not deny the Respondent (the father) the right to contribute any amount or percentage he so desired to contribute for the upbringing of their only child.
7. The Petitioner shall provide a bank account in the name of the only child of the marriage upon which the Respondent can make his contribution for the maintenance of their only child of the marriage.
8. That the Respondent will be law abiding and no attempt to visit the only child of the marriage without the consent/knowledge of the Petitioner no attempt to take the child of the marriage in a hostile manner.
9. That the custody granted the Petitioner in these Terms of Settlement shall lapse when the only child of the marriage (UMUAYAN SAMUEL ST. AUGUSTINE) attains adulthood.

WHEREFORE: This Settlement Agreement signed and filed before this Honourable Court shall be entered as Consent Judgment of this Honourable Court binding between the parties as final Judgment of the Court.

WHEREIN: Parties affixed their signature below and on the date first above mentioned.

HON. JUSTICE O. C. AGBAZA

Presiding Judge

30/11/2020

APPEARANCE:

JOHN ADAH ESQ FOR PETITIONER

T. I. ESEIGBE ESQ FOR RESPONDENT