

**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**

**COURT CLERKS: T. P. SALLAH & ORS**

**COURT NUMBER: HIGH COURT NO. 12**

**DATE: 15/10/2020**

**BETWEEN: -**

**FCT/HC/CV/1222/2020**

**1.ESV. CHUKS ODIGWE**(Trading in the name & style of ChuksOdigwe&Partners)**CLAIMANTS/**

**2.ESV. CHRIS ODUMU**(Trading in the name & style of Chris Odum& company)  
( for themselves and the people ofkontagora,Rijau and TunganMagajia Communities whose buildings, structures, farmlands and other unexhausted improvements were affected by demolition for Construction ofKontagora, Rijauand TunganMagajia Road Project)

**RESPONDENTS**

And

**ENERCO NIGERIA LIMITED-----**

**DEFENDANT/APPLICANT**

**JUDGMENT**

The Claimant commenced this instant suit on the 26<sup>th</sup> February, 2020 by a writ of summons pursuant to undefended list procedure claiming against the Defendant as follows:-

1. The sum of N37,529,864.00 (Thirty Seven Million, Five Hundred and Twenty Nine Thousand Eight Hundred and Sixty Four Naira) only being the amount approved and paid by Federal Government through the Defendant as compensation for the demolition of buildings and structures, farms and other unexhausted improvements of the Claimants which Defendant has refused to release to the Claimants since 2014.
2. Interest at the rate of 10% per annum on the above sum from February, 2014 till the date of judgment and another interest

at the rate of 10% per annum on the judgment sum from the date of judgment until the final payment.

3. N3, 000,000.00 (Three Million Naira) only being the Cost of this action.

The writ of summons was marked and issued on 18<sup>th</sup> May, 2020. On the 22<sup>nd</sup> June, 2020, the Defendant was duly served with the processes in this suit. The Defendant in response filed their processes. The matter was then adjourned for hearing. However the Counsel to the Claimants informed the Court that the Defendant approached the Claimants for settlement out of Court. And pursuant to the settlement, parties had executed terms of settlement and same is filed on the 14<sup>th</sup> October, 2020. The Claimants Counsel adopted the terms of settlement on behalf of the Claimant and urged me to enter the terms of settlement as consent judgment for the parties.

The Defendant's Counsel aligned himself with the position of the claimant's Counsel and submitted further that parties had executed terms of settlement and same was filed in Court.

I have seen the terms of settlement duly executed by the parties. The Claimants and the Defendant agreed as follows:-

1. The Defendant acknowledges that the outstanding indebtedness of the Defendant to the Claimants is N37,529,864.00 (Thirty Seven Million, Five Hundred and Twenty-Nine Thousand, Eight Hundred and Sixty Four Naira).
2. That the Defendant shall, in addition, pay N1, 500, 000.00 (One million Five Hundred Thousand Naira) only being the solicitor's fee for instituting this action.
3. That the Claimants shall waive the Claim of interests.
4. The Defendant hereby undertakes to liquidate the whole debt which is total sum of N39,029,864.00 (Thirty Nine Million ,Twenty Nine thousand, Eight Hundred and Sixty Four Naira) only by three instalments payment within the next five Months in the following manner:-

<b>S/N</b>	<b>DUE DATE</b>	<b>AMOUNT</b>
1.	8 <sup>th</sup> October, 2020	N7,529,864.00

2.	24 <sup>th</sup> December, 2020	N21,500,000.00
3.	24 <sup>th</sup> February, 2021	N15,000,000.00
<b>TOTAL</b>		<b>N39,029,864.00</b>

5. The Defendant undertakes to pay the above stated sums as at when due.

6. That these terms of settlement shall be entered as final consent judgment in this suit and if the Defendant fails, refuses or and neglects to pay any of these instalments as at when due, the entire judgment shall become enforceable immediately.

Both Counsel to the respective parties urged me to enter the terms of settlement as consent judgment. Hence therefore, pursuant to the terms of settlement duly executed and signed by the parties and their respective Counsel on the 8<sup>th</sup> October, 2020 and filed on 14<sup>th</sup> October, 2020, the terms of settlement are hereby entered for the parties as consent judgement.

Accordingly, this consent judgment is the judgment of this Honourable Court.

-----  
**HON. JUSTICE D. Z. SENCHI**  
**(Presiding Judge)**  
**15/10/2020**

Parties:- Claimant represented in Court by Mr KadirFatai (the Attorney)

Defendant Absent.

J.I Nwosu:-For the Claimant

David Okorie:-For the Defendant.

**Sign**  
**Judge**  
**15/10/2020**

