

**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. 12

COURT CLERKS: T. P. SALLAH & ORS

DATE: 16/11/2020

FCT/HC/CV/977/2019

BETWEEN:-

GARBA MUSTAPH ABDULLAHI ----- PLAINTIFF

AND

RABIYA UMAR----- DEFENDANT

JUDGMENT

The Plaintiff commenced this instant suit against the Defendant by a writ of summons dated and filed on 4th February, 2019. The claims of the Plaintiff against the Defendant are as follows:-

1. An order of this Honourable Court setting the judgment of this Court entered on the 19th March, 2018 in suit No. FCT/HC/CV/2963/2017, against the Plaintiff and in favour of the Defendant, a judgment obtained by fraud.
2. A declaration that the act of the Defendant by misinforming the Court that the processes of the Court in the suit No. FCT/HC/CV/2963/2017 were duly served on the Plaintiff (therein, the Defendant) amounts to a fraud, and that the Honourable Court acted without jurisdiction, service having not been effected on the Plaintiff.
3. An order directing the Defendant to pay the Plaintiff the sum N200,000.00 (Two Hundred Thousand Naira) only, estimated to be the cost of this action including lawyer's fee.
4. Any other relief incidental to or consequential upon the Plaintiff's claim.

On the 12th March, 2019, the writ of summons and statement of claim and other processes including hearing notices in this suit was served on the Defendant. The Defendant Counsel filed a memorandum of appearance dated 15th April, 2019 together with the Defendant's statement of defence.

Pleadings having been filed and exchanged between the parties, the case was set down for hearing on 17th June, 2019 and later the 10th October, 2019. Then on 9th December, 2019, one Mustapha Abdullahi testified in this case as PW1 on behalf of the Plaintiff. The matter was adjourned to the 26th February, 2020 for continuation of hearing. Then on the 19th October, 2020, instead of the Plaintiff to proceed to call his second witness, informed the Court that parties had resolved their differences and that terms of settlement would be filed before the next adjourned date. The Counsel to the Defendant aligned himself with the Plaintiff's Counsel that the parties are desirous of settling this matter. Thus, the matter is adjourned today for adoption of terms of settlement.

Learned Counsel to the Plaintiff Kuzayet Y. Magaji Esq, informed the Court that parties had executed terms of settlement dated 12th October, 2020 and filed on 19th October, 2020. He urged me to enter the terms of settlement as consent judgment for the parties in this case.

The learned Counsel to the Defendant, D.H Samaila Esq, confirmed that parties have executed terms of settlement and she further urged the Court to enter the terms of settlement as consent judgment for the parties.

Now I have seen the terms of settlement duly executed by the parties in the instant case. The terms of settlement is dated 12th October, 2020 and filed on 19th October, 2020. The parties and their respective Counsel signed the terms of settlement.

Thus, by the terms of settlement parties agreed as follows:-

- i. That the Plaintiff shall pay the Defendant the sum of N2,200,000.00 (Two Million Two Hundred Thousand Naira) only as the outstanding indebtedness to the Defendant which the Plaintiff shall make monthly installmental payment.

- ii. That pursuant to paragraph 3(i) above, the Plaintiff shall pay the total sum within ten (10) calendar months from the September, 2020 to June, 2021.
- iii. That pursuant to paragraph 3 (ii) above, the Plaintiff has paid the defendant the sum of N200,000.00 (Two Hundred Thousand Naira) only as payments for two months (August and September, 2020) and shall Continue to do so until payment is made in full.
- iv. It is further agreed by parties that should the Plaintiff come make money from any business outside his salary, he is at liberty to offset the debt or any part thereof.
- v. Consequent upon fulfilling paragraph 3(i), (ii) and (iii), the Defendant shall irrevocably and unconditionally discharges the Plaintiff from any claim, in law or equity, arising from the claims in this suit.
- vi. The parties have agreed that in pursuance of the intention of these terms of settlement, all actions, suits, claims and/ or counter claims, petitions, motions and /or other liabilities sought, instituted by the parties or through their respective solicitor/Counsel/agents, pending before this Honourable Court, in respect of the subject matter of the suit shall abate upon the adoption of the terms herein as judgment of this Honourable Court in this suit.
- vii. Furthermore, the parties have agreed that no further action or actions shall be filed by any of the parties to these terms of settlement, or their agents, representatives with respect to the subject matter of this suit.

By the terms of settlement, parties agreed that the above terms of settlement be entered as consent judgment for the parties. Thus, therefore in accordance with the terms of settlement duly executed by the parties dated 12th October, 2020 and filed on 19th October, 2020, the terms of settlement are hereby entered for the parties in this suit as consent judgment. This consent judgment is the judgment of this Court.

HON. JUSTICE D.Z. SENCHI
(PRESIDING JUDGE)

16/11/2020

Parties:- Absent.

Kuzayet Y. Magaji:-For the Plaintiff.

D.H. Samaila:- For the Defendant.

Sign
Judge
16/11/2020