

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT GWAGWALADA**

THIS TUESDAY, THE 30TH DAY OF MARCH, 2021.

BEFORE: HON. JUSTICE ABUBAKAR IDRIS KUTIGI – JUDGE

SUIT NO: CV/2709/18

BETWEEN:

1. CASTORIA EVERGREEN RESOURCES LIMITED
2. IBEH CASIR } **CLAIMANTS**

AND

1. LEADERSHIP GROUP LIMITED
(Trading in the name and style of Leadership Newspaper)
2. GROUP MANAGING DIRECTOR, LEADERSHIP GROUP LIMITED } **DEFENDANTS**

JUDGMENT

This case was initially filed under the undefended list procedure. The court however on 15th October, 2018 having carefully gone through the processes considered that the matter was not cognisable under the undefended list and accordingly transferred the case to the General Cause List and ordered for pleadings. Parties then accordingly filed there pleadings.

The Claimants' claims as contained in the statement of claim dated 27th November, 2018 but filed on the 30th November, 2018 in Court's Registry are as follows:

i. The specific sum of N5, 224, 450.00 (Five Million, Two Hundred and Twenty Four Thousand, Four Hundred and Fifty Naira).

ii. The accumulated interest of 21 % i.e. (N1, 097, 134.50) (One Million, Ninety Seven Thousand, One Hundred and Thirty Four, Fifty Kobo) annually starting from 2014 till judgment is given. General damages of One Hundred and Fifty Million Naira (N150, 000, 000.00) (sic).

iii. Punitive damages of Five Million Naira (N5, 000, 000.00).

iv. Cost of the suit assessed at the sum of Eight Hundred Thousand Naira (N800, 000.00).

v. SUCH FURTHER OR ORTHER ORDERS as this Honourable Court may deem fit to make in the circumstances of this case.

The originating court processes were duly served on the Defendants. The Defendants in response filed a statement of defence dated 19th February, 2019 and filed on the 20th February, 2019 in the Court's Registry and the matter was adjourned for hearing.

On the 16th October, 2019, the plaintiffs in proof of their case called one witness, Ibeh Casmir who testified as PW1. He adopted his witness deposition dated 30th November, 2018 and tendered in evidence the following documents:

1. Six (6) sets of invoices dated 19th March, 2012, 10th April, 2012, 12th April, 2012, 3rd May, 2012, 4th May, 2012 and 17th January, 2014 were admitted as **Exhibits P1 (a-f)**.
2. Copy of letter of demand written by plaintiffs' solicitors, Gray Silk Legal Consult & Solicitors dated 25th August, 2018 was admitted as **Exhibit P2**.
3. Two (2) letters dated 11th June, 2014 and 17th February, 2017 written by 1st Claimant to the Defendants were admitted as **Exhibit P3 a and b**.
4. Solicitors receipt issued by the law firm of Grey Silk Legal Consult & Solicitors was admitted as **Exhibit P4**.

PW1 was duly cross-examined by the Defendants counsel and the plaintiffs thereafter closed their case.

The Defendants in the defence of their case, called one witness, Akinola Cyril Olakitan, who testified as DW1. He deposed to a witness statement on oath on 20th February, 2019 which he adopted at the hearing and he was duly cross-examined by the Plaintiffs counsel. With the evidence of the DW1, the Defendants closed their case.

At the end of the trial, the court ordered the parties to file their final written addresses and the case was adjourned to 30th March, 2021 for adoption of final written addresses.

On the 30th March, 2021, when the matter came up for adoption of written addresses, parties represented by their respective counsel informed the court that the matter has been amicably settled out of court and that Terms of Settlement dated 19th February, 2021 had been filed same date in the Court's Registry. Learned counsel on both sides then applied that the said 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:

“ 3. In the spirit of reaching a mutual settlement and in order to maintain contractual relationships, the Claimants decided to forego some of their claims and parties therefore agreed as follows:

i. The Claimants hereby agree to accept the sum of N5 Million in full and final settlement of their claims against the Defendants in this suit.

ii. That pursuant to the above, the defendants have paid so far the sum of N1.5 Million.

iii. That the balance of N3.5 Million shall be paid as follows:

– N1.5 Million shall be paid in February, 2021 in three (3) weekly (excluding the first week) installments of N500, 000 (Five Hundred Thousand Naira) each.

– N1.5 Million shall be paid in April, 2021 in three installments of N500, 000 (Five Hundred Thousand Naira) each.

- **The balance of N500, 000 (Five Hundred Thousand Naira) shall be paid in May 2021.**

4. It is hereby agreed that if the Defendants default at any instance, by not paying as and at when due or pay less than is due and agreed, Claimants shall proceed to execute the Judgment without recourse to the Defendants.”

The above terms were duly executed by the parties and their counsel respectively. It is stating the obvious that the primary responsibility of Court in situations like this, 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 given effect to the express intention of parties as embodied in the filed Terms of Settlement.

Accordingly, the Terms of Settlement dated 19th February, 2021 and filed in the Court’s Registry on the same date and duly executed by the parties and their respective counsel is hereby entered as Consent Judgment in this action.

.....
Hon. Justice A.I. Kutigi

Appearances:

- 1. Ezra Enwere, Esq., for the Plaintiffs.**
- 2. Dubem Anene, Esq., for the Defendants.**