

IN THE HIGH COURT OF JUSTICE OF THE F.C.T.

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT KUBWA, ABUJA

ON TUESDAY, THE 4TH DAY OF NOVEMBER, 2021

BEFORE HIS LORDSHIP: HON. JUSTICE K. N. OGBONNAYA JUDGE

SUIT NO.: FCT/HC/CV/61/20

BETWEEN:

KUWHA SURVEYS LIMITED

----- PLAINTIFF

AND

- 1. OLANIYI AGBOOLA**
- 2. MRS. JANE AJOKO**
- 3. TIAMIYU KAZEEM TAYE**
- 4. IKECHUKWU MODOZIE**

----- DEFENDANTS

AND

IYOBO LORNA OBAYUWANA

**----- APPLICANT/{PARTY
SEEKING TO BE JOINED
IN THIS SUIT AS 5TH DEFENDANT}**

BENCH JUDGMENT

The Rules of this Court allows warring parties to explore amicable settlement of Dispute out of Court. This can be done while hearing continues.

1st and 3rd Defendants in this Suit have filed Terms of Settlement of the Suit and have adopted same and have

urged Court to enter same as Consent Judgment of the parties in this Suit. Those two (2) parties had also urged Court to strike out all their respective pending Preliminary Objection and all other applications and also to strike out their names – Olaniyi Agboola and Tiamiyu Kazeem Taye as Defendants in this Suit.

This Court will hereby strike out their names after adopting the said Terms of Settlement and entering it as the Consent Judgment of the parties between the Plaintiff and the 1st & 3rd Defendants.

The Court will read out the said Terms of Settlement now and after, enter same as Consent Judgment of the 1st & 3rd Defendants respectively as full and final settlement of issues in dispute between them.

1ST DEFENDANT'S TERMS OF AMICABLE SETTLEMENT

The Claimant has commenced this action against the Defendant praying the Honourable Court for the following reliefs as follows:

a.A DECLARATION that the plots of land know and described as plots 441, 442, 443, 444, and 445 respectively all situate and located within Sabon Lugbe East Layout FCT Abuja measuring about 5000m² cumulatively are the property of the Claimant.

b.A DECLARATION that the entering of the Claimant's plot of land known and described as

plots 441, 442, 443, 444, and 445 respectively all situate and located within Sabon Lugbe East layout FCT Abuja measuring about 5000m² cumulatively by the Defendants is illegal, unlawful and constitute an act of trespass to the Claimant's land.

c. AN ORDER OF THE HONOURABLE COURT, Mandating the Defendants to vacate the Claimant's Plots of land Known and described as plots 441, 442, 443, 444, and 445 respectively all situate and located within Sabon Lugbe East layout FCT Abuja measuring about 5000m² cumulatively.

d. AN ORDER OF PERPETUAL INJUNCTION restraining the Defendants, their privies, agents, assign, servants, Workers, associates or however constituted from entering or carrying out any construction or erection of any structure either of temporally or permanent nature on the Claimant's plots of land Known and described as Plots 441,442,443, 444,and 445 respectively all situate and located within Sabon Lugbe East Layout FCT Abuja Measuring about 5000m² cumulatively.

e. The sum of ₦200, 000,000.00 (Two Hundred Million Naira) as damages against the Defendants for trespass on the Claimant's Plots of land.

- f.** The sum of **Five Million Naira (₦5, 000,000.00)** being the cost of prosecuting this action.
- g.** 10% interest of the Judgment sum per annum till same is fully liquidated by the Defendants.

Premised on the above, the claimant and 1st Defendant in this suit, entered into negotiations to arrive at a conclusive settlement of the matter, upon which the Claimant and 1st Defendant (hereinafter collectively referred to as '**the Parties**') **conclusively** resolved the dispute that this action be amicably settled in the manner hereinafter appearing:

1. That the 1st Defendant hereby acknowledges the fact that he had obtained a defective title to plots 442, situate and located within Sabon Lugbe East layout FCT Abuja measuring about 1000m², being one out of the five plots of land in dispute in this Suit.
2. That the 1st Defendant acknowledges the title of the Claimant over the said Plots 442, situate and located within Sabon Lugbe East layout FCT Abuja measuring about 1000m² being one out of the five plots of land in dispute in this Suit.
3. That the 1st Defendant has purchased the said plots 442, situate and located within Sabon Lugbe East layout FCT Abuja measuring about 1000m² being one out of the five plots of land in dispute in this Suit from the Claimant for the sum of

₦2,000,000 (Two Million Naira), receipt of which the Claimant acknowledges. The payment of the said sum of ₦2, 000,000 (Two Million Naira) paid by the 1st Defendant to the Claimant shall automatically settle all monetary remedies of any kind relating to the dispute in this suit, and/or any other pending Suit or Judgments or Rulings in anyway howsoever related to the dispute in this suit including but not limited to interests, legal fees, and other remedies requested in the claims by the Claimant.

4. The parties agree that upon the adoption of these terms as Judgment of the Court and payment of the said sum of ₦2,000,000 (Two Million Naira) to the Claimant by the Defendant, the claims in this Suit and/or any other pending Suits shall automatically abate and become unenforceable against the 1st Defendant.
5. That the Claimant in consideration of the said purchase price has also agreed to transfers her unexhausted interest and title in plots 442, situate and located within Sabon Lugbe East layout FCT Abuja measuring about 1000m², being one out of the five plots of land in dispute in this Suit to the 1st Defendant pursuant to the Terms of Settlement reached by the 1st Defendant and the Claimant in this suit.

6. The claimant further agrees to discharge the 1st Defendant, his heirs, successors in title and Assigns from any and all liabilities and obligations, whether past, present and future, howsoever and whenever so arising whether known or unknown, whether existing or arising in the future in relation with or in any way connected with the claims in this Suit or any other pending suit.
7. That the Claimant has executed delivered a Deed of Assignment executed in favour of the 1st Defendant in respect of Plot 442, situate and located within Sabon Lugbe East layout FCT Abuja measuring about 1000m².
8. That the Claimant shall accept the above Terms as full and final settlement of her claims against the 1st Defendant in this Suit.
9. This agreement is consciously entered by both the Claimant and the 1st Defendant in this Suit and both desires same to be the Consent Judgment of the Honourable Court with respect to Plots 442 situate and located within Sabon Lugbe East layout FCT Abuja measuring about 1000m², being one out of the five plots of land in dispute in this suit.
10. Each of the parties have participated in the drafting and negotiation of these Terms of

Settlement. Accordingly, for all purposes, these Terms of Settlement shall be deemed to have been drafted jointly by the parties.

11. Each person signing these Terms of Settlement hereby represents and warrants that he or she has the authority to bind the entity or person on behalf of which he or she has signed.

3RD DEFENDANT'S TERMS OF AMICABLE SETTLEMENT

The Claimant commenced this action against the Defendants praying the Honourable Court for the following reliefs:

- a.A DECLARATION** that the plots of land known and described as plots 441, 442, 443, 444, and 445 respectively all situate and located within Sabon Lugbe East Layout FCT Abuja measuring about 5000m² cumulatively are the property of the Claimant.
- b.A DECLARATION** that the entering of the Claimant's plot of land known and described as plots 441, 442, 443, 444, and 445 respectively all situate and located within Sabon Lugbe East layout FCT Abuja measuring about 5000m² cumulatively by the Defendants is illegal, unlawful and constitute an act of trespass to the Claimant's land.

c. AN ORDER OF THE HONOURABLE COURT,
Mandating the Defendants to vacate the Claimant's Plots of land Known and described as plots 441, 442, 443, 444, and 445 respectively all situate and located within Sabon Lugbe East layout FCT Abuja measuring about 5000m² cumulatively.

d. AN ORDER OF PERPETUAL INJUNCTION
restraining the Defendants, their privies, agents, assign, servants, Workers, associates or however constituted from entering or carrying out any construction or erection of any structure either of temporally or permanent nature on the Claimant's plots of land Known and described as Plots 441, 442, 443, 444, and 445 respectively all situate and located within Sabon Lugbe East Layout FCT Abuja Measuring about 5000m² cumulatively.

e. The sum of **₦200, 000,000.00 (Two Hundred Million Naira)** as damages against the Defendants for trespass on the Claimant's Plots of land.

f. The sum of **Five Million Naira (₦5, 000,000.00)** being the cost of prosecuting this action.

g. 10% interest of the Judgment sum per annum till same is fully liquidated by the Defendants.

Premised on the above, the Claimant and 3rd Defendant in this Suit, upon which the Claimant and 3rd Defendant **conclusively** resolved in the manner as stated below:

1. That the 3rd Defendant hereby acknowledges the fact that he had obtained a defective title to plots 441, situate and located within Sabon Lugbe East layout FCT Abuja measuring about 1000m², being one out of the five plots of land in dispute in this Suit.
2. That the 3rd Defendant acknowledges the title of the Claimant over the said Plots 441, situate and located within Sabon Lugbe East layout FCT Abuja measuring about 1000m² being one out of the five plots of land in dispute in this Suit.
3. That the 3rd Defendant has purchased the said plots 441, situated and located within Sabon Lugbe East layout FCT Abuja measuring about 1000m² being one out of the five plots of land in dispute in this Suit from the Claimant for the sum of ₦2,000,000 (Two Million Naira) only, receipt of which the Claimant acknowledges. The payment of the said sum of ₦2, 000,000 (Two Million Naira) only paid by the 3rd Defendant to the Claimant ***shall automatically settle/waive-off all monetary remedies*** of any kind sought by the Claimant relating to the dispute in this Suit, and/or any other pending Suit or Judgments or

Rulings in anyway howsoever related to the dispute in this Suit including but not limited to interests, legal fees, and other remedies requested in the claims by the Claimant.

4. That the parties in view of paragraph 3 above, agrees that upon the adoption of these Terms of Settlement as Consent Judgment of the Court, the claims in this Suit and/or any other pending Suits shall automatically abate and become unenforceable against the 3rd Defendant.
5. That the Claimant in consideration of the said purchase price has also agreed and transferred her unexhausted interest and title in plots 441, situate and located within Sabon Lugbe East layout FCT Abuja measuring about 1000m², being one out of the five plots of land in dispute in this Suit to the 3rd Defendant pursuant to the terms of settlement reached by the 3rd Defendant and the Claimant in this Suit.
6. The claimant further agrees to discharge the 3rd Defendant, his heirs, successors in title and Assigns from any and all liabilities and obligations, whether past, present and future, howsoever and whenever so arising whether known or unknown, whether existing or arising in the future in relation with or in any way

connected with the claims in this Suit or any other pending Suit.

7. That the Claimant shall accept the above Terms as full and final settlement of her claims against the 3rd Defendant in this Suit.
8. This agreement is consciously entered by both the Claimant and the 3rd Defendant in this Suit and both desires same to be the Consent Judgment of the Honourable Court with respect to Plots 441 situate and located within Sabon Lugbe East layout FCT Abuja measuring about 1000m², being one out of the five plots of land in dispute in this Suit.
9. Each of the parties have participated in the drafting and negotiation of these Terms of Settlement. Accordingly, for all purposes, these Terms of Settlement shall be deemed to have been drafted jointly by the parties.
10. Each person signing these Terms of Settlement hereby represents and warrants that he or she has the authority to bind the entity or person on behalf of which he or she has signed.

The Court haven read out the said Terms of Settlement hereby enter them as Consent Judgment

of the 1st and 3rd Defendants respectively with the Plaintiff in this Suit.

This is the Consent Judgment of this Court.

Delivered today the ___ day of _____ 2021 by me.

**K.N. OGBONNAYA
HON. JUDGE**