

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

THIS TUESDAY, THE 7TH DAY OF NOVEMBER, 2023

BEFORE: HON. JUSTICE ABUBAKAR IDRIS KUTIGI-JUDGE

SUIT NO: GWD/CV/70/2020

BETWEEN

DR AKINTOLA OLATUNDE FRANKLIN CLAIMANT

AND

MR. ISHAKA ALHASSAN DEFENDANT

JUDGMENT

The Claimant's claim as endorsed on the Writ of Summons and Statement of Claim dated 14th July, 2020 and filed same date in Court's Registry are as follows:

- a. **A DECLARATION that the Claimant is the rightful owner of all that piece of land particularly described as Plot No. 1134 measuring about 347.00m² situate and lying within Tunga Maje Layout, Tunga Maje, Gwagwalada Area Council, Abuja covered by a letter of Offer dated 30th April, 2001 and Right of Occupancy No. FCT/GAC/RLA/EK/254 with a Regularization of Titles and documents of FCT Area Council (AGIS) acknowledgment dated the 4th May, 2007 and demarcated by property Beacons No. PB4649, PB4699, PB4674, PB4673 and Back to the Starting Point.**
- b. **A DECLARATION that the action of the defendant entering into Plot 1134 without the authorization of the Claimant or any other person acting on the Claimant's instructions amounts to Trespass and same is null and void.**

- c. A PERPETUAL INJUNCTION restraining the defendant, his agents, assigns, privies, representatives or whosoever is acting under their instruction from encroaching or further encroaching or trespassing and/or forcibly taking over the said parcels of land from the Claimant.**
- d. The sum of Ten Million Naira (N10, 000, 000) as general damages against the defendant for Trespass.**
- e. The sum of Two Hundred and Fifty Thousand Naira (N250, 000) as cost of this litigation.**

The originating court processes were duly served on the defendant. The case was slated for hearing on the 24th November, 2020. The defendant appeared in person and urged the court to give him time to engage the services of a lawyer. The case was then adjourned to 23rd February, 2021.

On the 25th October, 2021, when the case came up, neither the claimant and his counsel were in court, nor even the defendant. The court *suo motu* struck out the case for lack of diligent prosecution.

On the 7th December, 2021, the claimant filed a motion for re-listing. Same was moved and it was granted. The case was further adjourned to 23rd March, 2022 for hearing. On the said date, the defendant urged the court to oblige him an adjournment to get the services of a lawyer. The court in the interest of justice still availed him an opportunity to engage the services of a lawyer.

On the 15th June, 2022 the claimant's counsel informed the court that the defendant has approached them for settlement out of court and that they have already started discussions. Counsel thus prayed for an adjournment which the court granted to allow parties finalize and agree on the Terms of Settlement.

When the matter came up on 7th day of November, 2023, the claimant informed the court that the matter has been amicably settled out of court and that Terms of Settlement dated 6th day of March, 2023 was filed at the Court's Registry on the 7th March, 2023.

Learned counsel to the Claimant then applied that the Terms of Settlement filed be entered as consent judgment in the case. The Terms of Settlement as mutually agreed by the parties and their respective witnesses are in the following terms:

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- a. **That the defendant shall peacefully vacate and give vacant possession of Plot No. 1134 measuring about 347.00m2 situate and lying within Tunga Maje Layout, Gwagwalada Area Council, Abuja (the said land in dispute).**
 - b. **That the Defendant shall also vacate the two-bedroom flat built on the said land in dispute.**
 - c. **That the cost of litigation sought for by the claimant is waived.”**

The above terms were duly executed by the parties and their witnesses respectively. It is stating the obvious that the primary responsibility of a court of law qua justice is to encourage parties to settle matters out of court. 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 giving effect to the express intention of parties as embodied in the filed terms of settlement.

Accordingly, the Terms of Settlement dated 6th March, 2023 and filed in the Court’s Registry on the 7th March, 2023 and duly executed by parties is hereby entered as Consent Judgment in this matter.

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Hon. Justice A.I. Kutigi

Appearances:

1. *E.O. Rabo for the Claimant.*
2. *Mr. Ishiaka Hassan, Defendant appears in person.*