

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

THIS TUESDAY, THE 5TH DAY OF DECEMBER, 2023

BEFORE: HON. JUSTICE ABUBAKAR IDRIS KUTIGI – JUDGE

SUIT NO: FCT/HC/CV/1242/2019

BETWEEN:

PAULAD CONTINENTAL MANAGEMENT LIMITED ... CLAIMANT

AND

- | | | |
|--|---|-------------------|
| 1. DAVID SUNDAY OCHIMANA | } | DEFENDANTS |
| 2. SUCCESS POINT VILLA | | |
| 3. SUCCESS POINT TRADE AND INVESTMENT LTD | | |
| 4. YANGBAJI INVESTMENT AND SUPPLY LTD | | |

JUDGMENT

By an Amended Statement of Claim dated and filed in the Court's Registry on the 22nd November, 2021, the Claimant seeks for the following Reliefs:

- i. A Declaration that the Plaintiff is the rightful Allottee and beneficial owner of Plot No. 55 of Kubwa Commercial layout measuring about 5, 000sqm.**
- ii. A Declaration that any subsequent business, alterations, that may have transpired in respect of the plot of land at Bwari Area Council and any other land registry is illegal, null and void.**
- iii. A Declaration that the 2nd Defendant did not purchase any valid title from the 1st Defendant or whoever claims through him, his agents or representation.**

- iv. A perpetual injunction restraining the Defendants from entering into the plot of land.**
- v. Any other order the court may deem fit to make.**

The originating court processes were duly served on all the Defendants. The 1st Defendant in response filed his statement of Defence together with a Counter-Claim on 11th June, 2019. In the counter-claim, the 1st Defendant prays for the following Reliefs:

- i. An Order of this Honourable Court dismissing the claim of the plaintiff for being frivolous, absolutely vexatious and lacking merit.**
- ii. An Order of this Honourable Court declaring the 1st Defendant as the rightful allottee of the res and the beneficial owner thereof.**
- iii. An Order of this court awarding the sum of N20, 000,000:00 (Twenty Million Naira) only for trespass, trauma, anxiety and loss of business due to his intimidation of prospective buyers of the res since 2012 and creating the impression within the neighborhood that the res has a problem.**
- iv. An Order of perpetual injunction against the plaintiff and his privies from entering upon the res or doing anything whatsoever relating to it.**
- v. Any other order or further order this Honourable Court deems necessary in the circumstances of this case.**

In response to the 1st Defendant's Counter-Claim, the Plaintiff filed a Reply/Defence to Counter-Claim at the Court's Registry on the 7th November, 2019. The case then proceeded to hearing.

The plaintiff in proof of its case called 2 witnesses. Paul Adams testified as PW1. He deposed to two (2) witness statements on oath both dated 28th January, 2019 which he adopted at the hearing. PW1 tendered the following documents in the course of examination-in-chief thus:

1. Copy of Conveyance of Provisional Approval dated 10th June, 1996 was admitted as **Exhibit P1**.

2. A copy of Regularization of Land title documents of FCT Area Councils Acknowledgment was admitted as **Exhibit P2**.
3. Bwari Area Council Departmental Receipt was admitted as **Exhibit P3**.
4. A Petition by the Law Firm of Nnaji & Co. dated 16th May, 2017 to Police Area Command, Kubwa was admitted as **Exhibit P4**.
5. Photograph and the Certificate of Compliance were admitted as **Exhibits P5 (1 and 2)**.

The PW1 was duly cross-examined by the counsel to the Defendants.

Abdulrazaq A. Okedare a surveyor testified as **PW2**. He deposed to a witness deposition dated 28th January, 2019 which he adopted at the hearing. He was cross-examined by the counsel to the Defendants. The case was then adjourned at the instance of the Plaintiff to call its subpoenaed witness. Thereafter, the case suffered series of adjournments at the instance of the parties and/or their counsel, and at a point it was struck out and subsequently relisted.

Upon the relisting of the case, counsel to the plaintiff then informed court that parties were discussing settlement out of court and that they were actively working on agreeing terms of settlement.

On the 5th December, 2023, when the matter came up for hearing, counsel for the claimant informed the court that parties have settled and Terms of Settlement dated 6th June, 2023 was filed on the same date in the Court's Registry.

Learned counsel for the claimant then applied that the terms of settlement filed in the Court's Registry on the 6th December, 2023 be entered as Consent Judgment in the case. The Terms of Settlement as mutually agreed by the parties are in the following terms:

- “**a. The Claimant forfeits its rights and interest in the Res, plot 55 Kubwa commercial layout to the Defendants.**
- b. The 2nd and 3rd Defendants shall pay the Claimant PAULAD CONTINENTAL MANAGEMENT LIMITED the total sum of Three Million Five Hundred Thousand Naira (N3, 500, 000) cash and also immediately assign and convey to the Claimant the following:**

- i. A space for a unit for a three (3) Bedroom Flat (second 2nd floor) in the RES which the Claimant shall build by itself, on the supervision of the Engineers to the 2nd and 3rd Defendants.**
- ii. The 2nd and 3rd Defendants shall issue a letter of offer and conveyance documents in respect of the space in (i) above.**
- iii. The 2nd and 3rd Defendants shall handover to the Claimant a clear copy of the building plan to guide the Claimant.**
- iv. The Claimant shall complete the three bedroom within the period of Twelve Months from adoption of these terms and the handover of the space to the Claimant to enable the 2nd and 3rd Defendants continue the development of the upper flats (3rd Floor).**
- v. The 2nd and 3rd Defendants shall also assign to the Claimant one completely built shop at BYAZHIN MODEL MARKET KUBWA ABUJA particularly shop LC/BW/200; LOCK UP SHOP OF 9M2 further described in a letter of allocation with REF. NO. BNL/BM/FCT/BZTP/LA/WKS/1819; dated 23rd March, 2023 and issued by BEYUS NIGERIA LIMITED (copy attached), which shall be completed in three (3) months from the adoption of these terms.**
- vi. That the terms of settlement be entered in court as consent judgment of the court.”**

The above terms were duly executed by the parties in the matter and their counsel 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 and 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 June, 2023 and filed same date at the Court’s Registry and duly executed by parties and their counsel is hereby entered as Consent Judgment in this matter.

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

Appearances:

- 1. Victor Nnaji Esq. for the Plaintiff.***
- 2. David Sunday Ochimana Esq. for the Defendants.***