

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

SUIT NO: PET/055/2023

BEFORE HIS LORDSHIP: HON. JUSTICE BABANGIDA HASSAN

BETWEEN:

AIYEDOGBON GRACE OLUBUNMI_____PETITIONER

AND

ELIJAH EDWARD ABUMOYE_____RESPONDENT

JUDGMENT

The petitioner filed this petition with No. PET/055/2023 dated the 2nd day of February, 2023 that on the 3rd day of November, 2022, the petitioner become wedded to the respondent at the Ministry Interior, Federal Marriage Registry Abuja and a certificate of marriage was issued and the marriage was celebrated under the Marriage Act.

It is averred that since the marriage the respondent has behaved in such a way that the petitioner cannot reasonably be expected to live with the respondent any further, and that both the petitioner and the respondent have live apart for a continues period of 1 year and some weeks.

It is averred that the respondent has willfully and persistently refused to consummate the marriage and therefore, the marriage has broken down irretrievably.

The averment on the petition cover page 6 – 11 of the Notice of petition and the petitioner seek for the following reliefs;

- a. A decree of dissolution of marriage between the petitioner and respondent which was delivered at the Ministry of Interior Marriage Registry Abuja on the 3rd November, 2022.
- b. An order of court that the marriage between petitioner and the respondent has broken down irretrievably on that since the marriage the respondent has abandoned his matrimonial

home by moving out his belongings without the knowledge of the petitioner.

- c. An order of court directing the respondent to pay back the total sum of N3,500,000= (Three Million, Five Hundred Thousand Naira only) given to him by the petitioner for the purchase of the intended family property at Guidna District Abuja having failed to purchase same.
- d. An order of court that the respondent's behavior is so intolerable that the petitioner cannot reasonably be expected to live with the respondent again under the same roof having abandoned the petitioner for over one year without any form of support.

The respondent filed an answer to the petition dated the 26th day of January, 2024 and in the response, the respondent denied all allegations labeled against him, and therefore urged the court to grant relief (a) of the petition. The respondent urged the court to refuse relief in paragraph (c) of the petition as he has paid N1,050,000= to the petitioner evidence as pleaded.

The respondent urged the court to ignore relief in paragraph (d) as it is mere academic.

The petitioner put on one witness to prove the allegation that the marriage has broken down irretrievably, however, both parties reconciled as to the other reliefs as claimed by the petitioner.

According to the terms of the agreement, both parties have agreed to the following:

1. The petitioner shall not claim any form of maintenance from the respondent and shall move on with her life and maintain herself personally without liability or obligation to the respondent whatsoever.
2. The respondent shall not also claim any form of maintenance from the petitioner and shall also move on with his life and maintain himself personally without liability to the petitioner whatsoever.

3. There is no broken of the marriage.
4. That respondent having refunded the sum of N1,050,000= (One Million, Fifty Thousand Naira only) out of the N3,500,000= (Three Million, Five Hundred Thousand Naira given to him by the petitioner for the purchase of the intended family property at Guidna District Abuja, it is agreed that the balance of N2,450,000= (Two Million, Four Hundred and Fifty Thousand Naira) shall be paid back to the petitioner as the outstanding balance owed by the respondent to the petitioner.
5. That the respondent shall pay to the petitioner the outstanding balance of the sum of N2,450,000= (Two Million, Four Thousand and Fifty Thousand Naira only) same which shall be paid within one year (12 months) from the day of adopting the terms of settlement before this Honourable court.
6. That both the petitioner and the respondent herein have unanimously agreed that the terms of settlement before this court be adopted as the Judgment of the court.

The parties have appended their signatures dated the 12th July, 2024 and 15th July, 2024.

The petitioner, being the PW1 testified adopted her verifying affidavit and tendered a Certificate of Marriage which was admitted and marked as EXH 'A1'. The respondent's counsel indicated that they were not willing to cross-examine the PW1. And that they do not have an objection to the grant of the order for the dissolution of the marriage.

Thus, the Certificate of Marriage EXH 'A1' is a clear evidence that there is a marriage between the petitioner and the respondent. The evidence adopted by the PW1 was not challenged by cross examination and it is the law that it has to be accepted as true. See the case of **Yampa V. Balarabe (2017) All FWLR (pt 401) p. 687 at 717. Paras G – H.** where the Court of Appeal, Ilorin Division held that where as in

this case, a party fails to cross-examine a witness in respect of any part of his evidence, the party which failed to so cross-examine is deemed to have admitted and accepted the truth of the said evidence. In the instant case, failure of the respondent's counsel to cross-examine the PW1, the respondent is deemed to have admitted that the evidence is true and the court has to act upon it, I therefore accept the evidence of the PW1 as true and not challenged. See the case of **Ibrahim V. Ibrahim (2007) All FWLR (pt 346) p. 474** to the effect that the petition for the dissolution of marriage may be granted upon the existence of the following factors:

- (a) When the marriage has broken down irretrievably
- (b) The respondent did not object to the grant. The respondent and the petitioner have lived apart for a period of one year and some weeks and that the respondent did not object to the grant of the dissolution.

A decree nisi for the dissolution of the marriage between the petitioner and the respondent is granted.

It is determined that the terms of settlement between the petitioner and the respondent is adopted as part of the judgment of this court.

Signed
Hon. Judge
18/7/2024

Appearance:

Agiwon Elukpo Esq appeared for the petitioner.
C. P. Nzedebe Esq appeared for the respondent.