

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

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT ZUBA, ABUJA

ON FRIDAY THE 20TH DAY OF JANUARY, 2023

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

SUIT NO.: FCT/HC/CV/3516/2021

BETWEEN:

MR. DOMINIC NWEKE

CLAIMANT

AND

1. **MR. OBINNA NWA**

2. **MRS. RACHAEL CHINELO OBED EZEOFOR**

} **DEFENDANTS**

CONSENT JUDGMENT

Since the advent of the former Rules of this Court in 2004 this Court has encouraged the parties and had allowed the parties who have matter before it to explore settlement out of Court. In that case, no matter the stage of the case in litigation the parties can come up with a Terms of Settlement while the matter is still pending and Hearing is going on. Settlement out of Court can also be done even before matter goes into Hearing. Once the

parties have consented to settlement out of Court and have penned down the Terms, executed same, filed it in Court and have adopted same before the Court, the Court have no reason not to enter same as Consent Judgment of the parties. Once that is done the Judgment has the same efficacy, taste and force as any other Judgment of the Court which can be enforced as same Judgment gotten after full hearing of the case.

In this case the Claimant claimed against the Defendants the following Reliefs:

- (1) An Order of this Honourable Court declaring that Plot No. EA3 of about 1.2 Hectares situate and lying within Dei-Dei Residential District, allocated to Fanon (Nig) Ltd. With Serial No. FCDA/TRBM/LA/MISC 1150, dated 11th September, 1995 for commercial purpose for a term of 99 years by the Task Force for the Resettlement of Building Materials Traders/FCT Village Integration Scheme, rightfully belongs to the Claimant and not the Defendant.**

- (2) An Order of this Honourable Court restraining the Defendant, his agent(s), assignee(s), privies, heir(s), successors-in-title or anybody whosoever taking instructions from the**

Defendant to henceforth stop further trespass on the aforementioned Plot of land.

(3) An Order of this Honourable Court compelling the Defendant to pay the sum on Two Million Naira (₦2, 000,000.00) as nominal damages for trespass to land belonging to the Claimant.

(4) And for such further Orders or other Orders as this Honourable Court may deem fit to make in the circumstances of this Suit.

While the matter was adjourned for Hearing after the parties had regularized their pleadings and exchanged same, the Defendant came up with a Motion for Joinder of the 2nd Defendant. This Court granted the Motion and joined the 2nd Defendant – Mrs. Rachael Chinelo Obed Ezeofor as the 2nd Defendant.

The parties out of their own volition decided to explore settlement outside the Court. They perfected the settlement plan by filing and executing the Terms of Settlement of the issues in dispute. They filed same on the 13th December, 2022 after they signed same on 10th December, 2022. They have come before this Court and had adopted same, urging this Court to enter same as their Consent Judgment, as full and final settlement of all the issues in dispute.

It is imperative to state that the Court has no power to stop parties from settling their dispute as the parties in this Suit had done today. The Court has no power to add or subtract from the Terms.

Since they had settled and had adopted the Terms of Settlement before the Court and all present, this Court can only chorus a “Judicial AMEN” to their prayer. In this case this Court choruses the Judicial Amen.

The Court will read out the Terms of Settlement as filed and after that the Court will enter it as Consent Judgment of the parties.

TERMS OF SETTLEMENT

WHEREAS the Claimant instituted this Suit against the Defendants praying the Court for Declaratory and Ancillary Orders.

AND WHEREAS the parties have in the spirit of sustaining peaceful and cordial co-existence within the social order have resolved to abandon their respective claims and further resolved the matter as follows:

- 1. That the Claimant shall relinquish his claim of ownership in respect of the Plot of land in dispute forthwith to the Defendants.*
- 2. That the Defendants shall pay the sum of Fifteen Million Naira (N15, 000,000.00) only to the Claimant*

as total and final settlement in respect of the land in dispute and whatever liability arising therefrom.

3. That the said sum of Fifteen Million Naira (₦15,000,000.00) shall be paid into the Claimant's bank account at Unity Bank with the following particulars:

*Bank Name: Unity Bank
Account Name: Dominic Nweke
Account Number: 0000946858*

4. That the Defendants shall pay the sum of Ten Million Naira (₦10,000,000.00) only to the Claimant on the 13th day of December, 2022 while the sum of Five Million Naira (₦5,000,000.00) shall be paid on the 13th day of January, 2023.

5. That the Claimant shall surrender, submit and handover to the Defendants forthwith all the documents relating to the land in possession of the Claimant documents pleaded by the Claimant in his Statement of Claim and Witness Statement on Oath.

6. That no adverse party viz-a-viz any of the Claimant's agent(s), assignee(s), privies, heir(s), successors-in-title or anybody whosoever shall lay claim to the land henceforth.

7. That ownership of the said disputed land is vested in the Defendants and no one else.

8. That parties to this Suit have consensually agreed that terms contained herein be adopted by the parties as Consent Judgment between them given by this Honourable Court.

The Court having read out the Terms of Settlement hereby enters same as Consent Judgment of the parties today the 20th day of January, 2023.

This is the Consent Judgment of this Court.

Delivered today the ___ day of _____ 2023 by me.

K.N. OGBONNAYA
HON. JUDGE