

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

**IN THE ABUJA JUDICIAL DIVISION**

**HOLDEN AT ZUBA, ABUJA**

**ON THURSDAY THE 19<sup>TH</sup> DAY OF SEPTEMBER, 2024**

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

**SUIT NO.: FCT/HC/GWD/PET/34/2024**

**BETWEEN:**

**MRS. OSAZEMEN EIJEKE-ELIAS                ----                PETITIONER**

**AND**

**MR. CHRISTOPHER EIJEKE-ELIA                ----                RESPONDENT**

## **BENCH JUDGMENT**

On the 27<sup>th</sup> day of June, 2024 the Petitioner, Osazemen Ejike-Elias instituted/filed this Petition for the dissolution of the marriage between her and the Respondent, Christopher Ejike-Elias, stating that the marriage has broken down irretrievably and as such she can no longer live with the Respondent as a wife.

The marriage was conducted on the 20<sup>th</sup> of February, 2009 at the Abuja Municipal Area Council (AMAC) Registry, Abuja. The marriage was blessed with a girl child.

According to the Petitioner who is a businesswoman and a politician, she left her marital home for an Order to get

back her marital equilibrium and that there were irreconcilable differences. She moved out of the said matrimonial home sometime in 2012 with the said child who as at the time of this Petition is aged 14 years old.

The Respondent was served a copy of the Petition. He did not file any Answer. While the Court had given a date for Hearing which is today the 19<sup>th</sup> day of September, 2024; the parties had gone ahead to amicably settle their differences. Meanwhile, the child of the marriage is residing with her mum, the Petitioner at the Petitioner's parent's house at Gwarinpa since 2012 to date.

In the Petition the Petitioner sought for the dissolution of the marriage. She want sole custody of the child who is a girl aged 14 years old, but allowing the Respondent access and visitation rights. She also wanted an Order for the Respondent to pay **₦400, 000.00 (Four Hundred Thousand Naira)** monthly as the contribution to the school fees of the said child. And another **₦250, 000.00 (Two Hundred and Fifty Thousand Naira)** monthly to Petitioner as his contribution for upkeep and feeding. **₦100, 000.00 (One Hundred Thousand Naira)** monthly for medicals. 50% upward review of the whole fees listed above every 2 years until the girl becomes an adult which will be in the next 4 years. And **₦500, 000.00 (Five Hundred Thousand Naira)** a cost incurred by the Petitioner in instituting this Suit.

After the parties deliberated over the issues in the cause of their amicable settlement of the same they came up with

the terms, all of which they have spelt out in the Terms of Settlement filed and signed, served and adopted before this Court today by their respective Counsel on their behalf. They have urged the Court to grant same.

The Court had ordered the parties to go through the terms to be sure that they are in tandem with the terms as spelt out therein. The Respondent told Court on record that the issue is on the **₦150, 000.00 (One Hundred and Fifty Thousand Naira)** per month for contribution for school fees, maintenance and feeding of the child. That the amount should be **₦100, 000.00 (One Hundred Thousand Naira)**.

The Petitioner though not happy with that stated that if that is what the Respondent has agreed to pay, so be it. The parties failed to talk about the housing of the girl because in as much as the girl is staying with her grandparents, she or her parents especially the Respondent ought to know that she is occupying some space and making use of some facility in that house. The Court asked the parties to correct paragraph (iv) of the Terms of Settlement to reflect the new amount. The parties did and signed.

After the parties had agreed to settle they penned down the terms which they have adopted and have urged Court to enter same as Consent Judgment of the parties in this Suit.

The Court will now read out the said Terms and after enter same as Consent Judgment of the parties.

The Court having read out the Terms as spelt out by the parties in the adopted Terms of Settlement filed on the 5<sup>th</sup> day of July, 2024 and adopted today the 19<sup>th</sup> day of September, 2024 before all and sundry, this Court Order that the said marriage between the Petitioner, Osazemen Ejike-Elias and the Respondent, Christopher Ejike-Elias contracted on the 20<sup>th</sup> of February, 2009 at the Abuja Municipal Area Council (AMAC) Registry, Abuja is hereby DISSOLVED, the said marriage having broken down irretrievably and the parties having been in desertion for the past 12 years.

The said Terms of Settlement so adopted is hereby entered as Consent Judgment of the parties.

**This is the Bench Judgment of this Court.**

**Delivered today the \_\_\_\_ day of \_\_\_\_\_ 2024 by me.**

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**K.N. OGBONNAYA**

**HON. JUDGE**

**APPEARANCE:**

**PETITIONER COUNSEL: HEPHZIBAH A. UGO-NNANNA,  
ESQ.**

DEFENDANT: PAUL EBOIGBE, ESQ.