

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT MAITAMA

BEFORE HIS LORDSHIP: HON. JUSTICE Y. HALILU
COURT CLERKS : JANET O. ODAH & ORS
COURT NUMBER : HIGH COURT NO. 14
CASE NUMBER : SUIT NO: CV/2012/2022
DATE: : THURSDAY 7TH DECEMBER, 2023

BETWEEN:

STANLEY NDUBUEZE
(Trading under the name and style of
Macho Build and Grow Concepts) } **CLAIMANT**

AND

PROVIDUS BANK PLC. DEFENDANT

CONSENT JUDGMENT

By a Writ of Summons dated and filed on the 14th June, 2022, the Claimant claim against the Defendant as follows:-

- a. A Declaration of this Honourable Court that the freezing without any reasonable cause or legal justification, by the Defendant, of the Claimant's business account, **MACHO BUILD AND GROW CONCEPTS**, account number: **5400907533**, an account which the Claimant maintains in the Defendant, is wrongful, unlawful, and a breach of banker/customer relationship existing between the Claimant and the Defendant.
- b. An Order of this Honourable Court compelling the Defendant to unfreeze the Claimant's business account: **MACHO BUILD AND GROW CONCEPTS**, account number: **5400907533** forthwith.
- c. **N20,000,000.00 (Twenty Million Naira)** as General Damages against the Defendant for breach of banker/customer relationship.

- d. **N5,000,000.00 (Five Million Naira)** as Exemplary Damages against the Defendant.
- e. **N2,000,000.00 (Two Million Naira)** as cost of this action.
- f. Post judgment interest of 10% per month on the entire judgment sum, from the date judgment is delivered until the entire judgment sum is liquidated.

COURT:-

Midway into the hearing of this suit, parties indicated desire to settle out of court in consequence of which, Terms of Settlement was filed and same adopted by the respective counsel for the Claimant and Defendant and court was urged to enter same as Consent Judgment.

The duty of court, always, is to encourage parties to embrace Alternative Dispute Resolution where necessary. Where parties on their own see the need to settle their differences and proceed to seek judicial approval of such settlement by filing Terms of Settlement, the duty of court only shall be to blow life into such Terms of Settlement by affixing the

necessary judicial limbs to give the said Terms of Settlement legal efficacy.

Accordingly, judgment is hereby entered for **both** Claimant and Defendant as per the Terms of Settlement filed on the 14th June, 2024, herein attached.

So help me God.

***Justice Y. Halilu
Hon. Judge
7th December, 2023***

APPEARANCE

O.S Emejulu, Esq. – for Claimant.

Mazidah Agboola, Esq. – for Defendant.