

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY

IN THE GWAGWALADA JUDICIAL DIVISION

HOLDEN AT NYANYA- ABUJA

DATED THIS WEDNESDAY THE 23RD DAY OF OCTOBER, 2024

BEFORE HIS LORDSHIP: HON. JUSTICE ALIYU YUNUSA SHAFI

SUIT NO: FCT/HC/CV/8064/2023

BETWEEN:

BRIDE OILS NIGERIA LIMITED.....CLAIMANT

AND

LIYA & MUDA NIGERIA LIMITED.....DEFENDANT

JUDGMENT

The claimant in this case files case No. FCT/HC/CV/8064/2023 dated 24/10/2023 and filed on the same date. On the writ the claimant claims against the defendant as endorsed on the writ are as follows:

- 1. Fourteen million Six Hundred Eighty five thousand naira (14,685,000.00) only as debt/liquidated money demand.**
- 2. Ten million Naira (N10, 000,000.00) as damages for breach of contract.**
- 3. Five million Naira (5,000,000.00) only as the cost of this suit.**
- 4. Ten percent (10%) post judgment interest rate per annum on the judgment sum from the date of the judgment until the judgment sum is fully liquidated.**

The matter was mentioned dated the 12th December, 2023, both the claimant counsel one A. U. Umoso & the defendant counsel one Adah Usman were all present and the matter was deemed mentioned and adjourned to 15-02-2024 for hearing.

On the 15-02-2024, the claimant counsel one A. U. Umoso with J.C. Adediran were in court with one Alhaji Faruk Sambo the representative of the claimant

company were in court and one O.S. Roberts holding the brief of Adah for the Defendant. The matter could not go on due to the fact that the defendant counsel informed the court that they cannot go on because the file was just handed to him and he is not ceased with the facts of the case. The matter was again adjourned to 23/4/24 for definite hearing.

On the 23-4-2024 same appeared where PW1 gave evidence in chief was cross-examined and re-examined and the claimant counsel close his case for prosecution and the matter adjourned for defence for 27-05-2024.

On the 27-06-2024 same appearance by the claimant while one O.S. Robert told the court that he is holding the brief of one Adaye on this date, the defendant counsel informed the court that their sole witness was not in court due to ill health. The defendant counsel equally informed the court that defendant has written series of letters to the claimant for an out of court settlement, but the claimant's refused to the out of court settlement and to show seriousness on the part of the defendant, the defendant has made a commitment of the sum of N2, million (two million) to the claimant.

This claim which the director of the company informed the court that it is true that the defendant wrote a letter for an out of court settlement but the claimant rejected as they were not aware of the cheque of the sum of N2 million. The matter was again adjourned to 03-10-2024 for defence.

On the 3-10-2024, counsel to the claimant were in court same with to the defendant counsel who is holding the brief of Adah Usman. The defence counsel informed the court that, the defendant is not in court due to ill-health and has been away to Sokoto receiving traditional treatment and promised to meet the claimant to conclude an out of court settlement.

On this premise, the claimant counsel informed the court that in the court premises the defendant gave them a Zenith Bank draft dated 26/6/2024 for the sum of N2.5million (Two Million Five Hundred Thousand Naira) only made in favour of Faruk Sambo upon this the matter was adjourned to 17-10-2024 for defence or possible report of out of court settlement.

On the 17-10-2024, both counsels were present in court. They informed the court that, the defendant presented another Zenith Bank Cheque for the sum of N1

Million, while remaining balance of N11, 185,000.00 and the matter was adjourned to 23/10/2024 for report of the terms of settlement.

On the 23-10-2024 the terms of settlement dated 21-10-2024 filed on the 22/10/2024 was filed and appropriate fees paid.

The claimant counsel then moved the court to adopt the terms filed as the consent judgment of this court, this position which the defence counsel concurred as their position and went ahead to inform the court that parties, have filed a 10 paragraph terms of settlement and urge the court to adopt same as the consent Judgment in this case.

Before I will proceed to adopt the terms of settlement I will refer to order 27 of the High Court of the Federal Capital Territory Abuja (civil procedure) rules 2018, the order provides thus:

“Where a matter came before the court for the first time, the Judge shall in circumstance where it is appropriate, grant to the parties time not more that 30 days within which parties may explore possibilities for settlement of the dispute.

On this I wish to state that parties are entitled to settle or compromise all or any of the questions of dispute between them or any term and conditions on which they agree, even without the approval or sanction of the court a prior reference to the court. Such an agreement or out of court settlement between the parties supersedes the original cause of action altogether and the court has no further jurisdiction in respect of the original cause of action which has been so superseded.

The effect of the terms filed is as follows:

- 1. It puts an end to the proceedings which have been compromised or settled for they are hereby spent and exhausted.**
- 2. It precludes parties from taking any further steps in the action.**
- 3. It supersedes the original cause of action altogether.**
- 4. See Gadanchi V Abdulmalik (2015) 6 NWLR (PT. 1440) 376 and Obaviuwana V Edo (1998) 1NWLR (pt. 535)670.**

Based on the above, and the application made by both counsel to the Claimant and the defendant I shall adopt the terms of settlement dated 21-10-2024 and

filed on the 22-10-24 as the consent judgment of this court and it is hereby moved as follows:

- 1. The defendant is to pay the outstanding indebtedness of the defendant to the claimant in the sum of Eleven Million, One Hundred and Eighty Five thousand Naira (11,185,000.00) by instalment as follows:**
 - i. N3,000,000.00 to be paid on the 31st day of October, 2024**
 - ii. N2,500,000.00 to be paid on the 30th of November, 2024**
 - iii. N2,500,000.00 to be paid on 31st day of December, 2024**
 - iv. N2, 500,000.00 to be paid on the 31st January, 2025.**
 - v. N685, 000.00 to be paid on the 28th of February, 2025.**

- 2. The parties negotiated and also reach a mutually acceptable agreement for the Defendant to pay the Claimant the sum of One Million Naira (N1, 000,000.00) only on the 31st day of March, 2025 as cost of this suit.**

- 3. By the combined effect of clauses 4 and 5 above, the parties mutually agreed that the total debt owed the claimant by the Defendant in this suit which shall constitute the judgment sum/debt when pronounced upon by the Court is the sum of Twelve Million, One Hundred and Eighty Five Thousand Naira (12,185,000.00) .**

- 4. The parties mutually agreed that defendant shall, without any default whatever, pay the sum in clauses 4 and 5 above, on the specified dates or before, directly to the Bank Account Details of the claimant stated below herein and submit evidence of such payment to the Claimant. The Bank Account details are as follows:**

Account Name: Bride Oils Nigeria Limited
Account Number 1012620695
Bank Zenith Bank Plc.

- 5. The parties agreed that where the Defendant defaults to pay up the full Judgment sum/debt, forty percent (40%) monthly interest will automatically accrued on the outstanding balance of the judgment**

sum/debt for which the defendant default to pay with effect from the 30 day of June, 2025.

- 6. The parties also agreed that in addition to the automatic accrual of forty percent (40% monthly interest on any outstanding judgment sum/debt with effect from the 30th day of June, 2025, the claimant shall be entitled to commence enforcement proceedings against the Defendant for the immediate enforcement and recovery of the full judgment sum/debt or balance together with all accrued interest, cost and incidental enforcement expenses with effect from the 30th day of June, 2025 if any part of the judgment sum/debt together with all accrued interests thereof remain unpaid by the Defendant tot the claimant.**

This is judgment of the court.

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Hon. Justice A.Y. Shafa

Appearance:

- 1. A. U. Umoso with J. C. Adediran for the Claimant**
- 2. O.S. Robert Holding the brief of Adah Usman for the defendant**