

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT NYANYA- ABUJA

THIS TUESDAY THE 10TH DAY OF DECEMBER, 2024

BEFORE HIS LORDSHIP: HON. JUSTICE ALIYU YUNUSA SHAFI

SUIT NO: FCT/HC/CV/2094/2022

BETWEEN:

PECHAK INNOVATIONS NIGERIA LTD.....CLAIMANT

AND

DIGIFORTE PRIME PROPERTIES LTD.....DEFENDANT

JUDGMENT

The claimant came by way of writ of summons with suit No. CV/2094/2022 dated 20/6/22 and filed on the 21/6/22.

In the writ of summons the claimant claims the following:

- i. A Declaration that by virtue of the Letters of Allocation dated 5/01/99, the Claimant is seised of the property known as Plot No: ED 45 measuring 1.46 Hectares situate and located in Jikwoyi Extension II Layout, Abuja.**
- ii. A Declaration that Claimant is in physical and exclusive possession of the property known as Plot No: ED 45 measuring 1.46 Hectares situate and located in Jikwoyi Extension II Layout, Abuja.**
- iii. An order of perpetual injunction restraining the Defendants, their agents or anybody claiming through them from trespassing or further trespassing on the said Plot No: ED 45 measuring 1.46**

Hectares situate and located in Jikwoyi Extension II Layout, Abuja which the Claimant is in exclusive possession.

- iv. The sum of N100, 000,000.00 (One Hundred Million Naira) only damages for trespass.**

- v. N2, 000,000.00 (Two Million Naira) only as cost of litigation.**

Attached to the writ of summons is a statement of claim witness statement on oath pre-action certificate counselling and attached with receipt from AMAC.

Together with conveyance of provisional approval dated the 5/01/1999 issued to Quadred Enterprise deed of assignment between Quadred Enterprise and Pechak Innovation Nig Ltd.

The defendant on it'sside filed a memorandum of appearance through one Barr. UmunnakweNweke dated the 21st November, 2022 and a motion for an order tendering time within which the defendant/Applicant may file there memo and a deeming order. The motion was moved dated the 29-11-2022 and the reliefs sought therein were granted.

The parties agreed to settle this matter out of court in the spirit of the provision of order 26 of the High Court of FCT Civil Procedure rules 2018, the rules provided thus

“When a matter comes before the court for the first time, the judge shall in circumstance where it is appropriate, grant to the parties, time not more than 30 days within which, parties may employed possibilities for settlement of the disputes.

In view of the foregoing, the terms of settlement dated 4th day of December, 2024 filed on the 10-12-2024 was admitted by the counsel in urging this court to adopt same as the consent judgment of this court.

This court having carefully listened to the counsel and gone through the terms of settlement filed and have this to say:

It is the role of the judge in adjudication to encourage amiable settlement in a suit, where it can adequately meet and satisfy the end of justice.

Doing this the court has a discretionary jurisdiction to examine the entire circumstance of a case in order to determine whether the alleged terms of settlement, which to all intents and purposes are compromised agreement entered into by the parties, should be scrutinized and made an order of court. When terms of settlement or compromise agreement become an order of court or an application of the parties like in the instant suit, it in legal parlance becomes a consent judgment. See *Galadamchi V Abdulmalik* (2015) 1 NWLR (part 1440) 376 and *Paper Mill Ltd Vs Adetunji* (2009) 13 NWLR (part 1159) 647.

The effect of the terms of settlement filed embodied and presented before this court constitutes a new and independent agreement or bargain between the parties made for good consideration and its effect are as follows:

- i. It put an end to the preceding which has been compromised or settled for they are thereby spent and exhausted.**
- ii. It precludes parties from taking any further steps in the action**
- iii. It supersedes the original cause of action altogether**
- iv. See *Obaviu Wana V Edo* (1998) 1 NWLR (part 535) 670.**

Therefore the terms have been adopted, this court has no further jurisdiction in respect of the original cause of action which has been so superseded in view

In view of the foregoing, this court will adopt the term of settlement dated the 4th day of December, 2024 and filed on the 10/12/2024 as the consent judgment of this court and ordered as follows:

- 1. That the Claimant shall be paid the sum of N5, 000,000.00 (Five Million Naira) only by the Defendant as final resettlement of his interest in the res.**
- 2. That the sum of N2, 500,000.00 (Two Million Five Hundred Thousand Naira) only shall be paid at the signing of this Terms of Settlement (The receipt of which the Claimant hereby acknowledges).**
- 3. That the balance of N2, 500,000.00 (Two Million Five Hundred Thousand Naira) only shall be paid within six months of the adoption of this Terms of Settlement.**

- 4. That upon payment of the balance N2,500,000.00 (Two Million, Five Hundred Thousand Naira) only, the Claimant shall surrender her documents of title to the Defendant and the Defendant shall become a bonafide and legal owner of Plot No: ED 45 measuring 1.46 Hectares situate and located in Jikwoyi Extension II Layout, Abuja.**

- 5. That the Defendant having been in exclusive possession of Plot No: ED 45 measuring 1.46 Hectares situate and located in Jikwoyi Extension II Layout, Abuja, shall continue to be in exclusive possession.**

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Hon. Justice A. Y. Shafa

Appearance:

1. C. UmunnakweNweke for the defendant.
2. B. O. Nafagha for the claimant.