

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT JABI, ABUJA**

**BEFORE HIS LORDSHIP: HON. JUSTICE MUHAMMAD S.  
IDRIS**

**COURT: 28**

**DATE: 7<sup>TH</sup> APRIL, 2022**

**FCT/HC/PET/26/21**

**BETWEEN:**

**MRS. CHIKWENDU BLESSING UCHECHI----- PETITIONER**

**AND**

**CHIKWENDU REMY MADUABUCHI----- RESPONDENT**

**JUDGMENT**

This Judgment is in respect of a petition for the dissolution of marriage filed on behalf of the Petitioner, Mrs Chikwendu Uchechi by her Counsel N.C. Nwacukwu Esq on the 7<sup>th</sup> day of December, 2021.

The petition is against her Husband Mr. Chikwendu Remy Maduabuchi, the Respondent herein.

The grounds upon which the petition is brought are as follows:-

1. The marriage has broken down irretrievably

2. The facts relied upon by the Petitioner as consisting the grounds specified above is as follows:

I. Desertion

II. Lack of love and affection

III. Lack of care and failure to meet the financial needs of the family.

3. That the behaviour of the Respondent since marriage has been incompatible such that both Petitioner & Respondent cannot be expected to live under one roof.

4. The Respondent since marriage have refused, neglected and failed to provide for the family.

5. The behaviour of the Respondent is such that the Petitioner does not want to live with the Respondent as the Respondent left the Petitioner since 2014.

The Petitioner seeks for the following orders:

1. A Decree of Dissolution of Marriage between the Petitioner and Respondent on the grounds that the marriage has broken down irretrievably and that the parties to the marriage no longer have love and affection for each other and other grounds specified above.

2. And any further Order(s) the Honourable Court may deem fit to make in the circumstances.

The Respondent has not filed an Answer to the petition, with no prayers before this Court.

At the Proceedings of this Court at the last adjourned date, Counsel to the Petitioner informed the Court that there is a Terms of Absolute Divorce Settlement signed by parties consenting to the Dissolution of the Marriage dated the 21<sup>st</sup> day of October, 2021 urging the Court to adopt same in the determination of this matter. Counsel to the Respondent also adopted the Terms of Divorce Settlement.

In this case, the parties have lived apart since 2014. Moreover, there is no objection by the Respondent to the Dissolution of the Marriage. In the case of ***OMOTUNDE V OMOTUNDE (2001)***

NWLR (PT.718) 255, the Court held that where the parties want a divorce, the Court is bound to grant it. Per Adekeye JCA(As she then was).

Also, the Court in the case of ***KALESAYIYE V KALESAYIYE (1986)*** ***Vol 11 QLRN 162*** per Oguntade J.S.C (As he then was) stated: "The modern position of Divorce is to grant it as painlessly as possible".

In my view, there is no evidence of Condonation, Connivance and Collusion as well as other absolute and discretionary bars to the grant of this Petition.

It should be noted by the parties directly involved having duly signed the terms of settle by both the petitioner and the Respondent same shall also become the Court judgment. It is important to produce the provision of section 15 (1) (2) of the Matrimonial Causes Act notwithstanding the terms of settlement signed by the parties. This is because the section its applicability and reliance in this judgment is necessary.

Section 15 (i) Matrimonial Causes Act a petitioner under this Act by a party to a marriage for a decree of dissolution of the marriage may be presented to the Court by either party to the marriage upon the ground that the marriage has broken down irretrievably.

2. The Court hearing a Petitioner for a decree of dissolution of marriage shall hold the marriage to have broken down irretrievably if but only if the Petitioner satisfies the Court of one or more of the follow facts.

a. That the Respondent has willfully and persistently refused to consummate the marriage.

b. That since the marriage the Respondent has committed adultery and the Petitioner finds it intolerable to live with the Respondent.

C. That since the marriage the Respondent has behaved in such a way that the petitioner cannot reasonably be expected to live.

d. that the Respondent has deserted the petitioner for a continues period of at list one year immediately preceding the presentation of the petitioner.

e. That the parties to the marriage lived apart for a continuous period of at list 2 years immediate preceding the presentation of the Petitioner and the Respondent does not object to a decree being granted.

F. That the parties to the marriage has for a period of one year of at list 3 years live apart immediately preceding the presentation of the petition.

g. That the other party to the marriage has for a period of not less than one year failed to comply with a decree of restitution of conjugal rights made under the Act.

h. that the other party to the marriage has been absent from the petitioner for such time and in such circumstances as to provide reasonable grounds for presuming that he or she is dead.

3. For the purpose of sub (2) (c) & (f) of this section the parties to the marriage shall be treated as living apart unless they are living with each other in the same house hold. I hold therefore that the parties having lived apart for more than 2 years; that the marriage solemnized at the Marriage Registry Aba South L.G.A, Abia State Nigeria on 19th May, 2013 in accordance with the provisions of the Marriage Act has broken down irretrievably. I Order as follows:-

1. The marriage is hereby dissolved in accordance with the Terms of Absolute Divorce Settlement dated and signed by the Petitioner and Respondent on the 25th of October 2021.

2. I pronounce an Order of Decree Nisi.

3. That the Decree Nisi shall be made absolute at the expiration of three months from today unless sufficient cause is shown to the contrary.

This is the judgment of this Court.

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**HON. JUSTICE M.S IDRIS**  
**(PRESIDING JUDGE)**  
**7/4/2021**