

**IN THE HIGH COURT OF JUSTICE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION**

HOLDEN AT HIGH COURT MAITAMA –ABUJA

BEFORE: HIS LORDSHIP HON. JUSTICE S.U. BATURE

COURT CLERKS: JAMILA OMEKE & ORS

COURT NUMBER: HIGH COURT NO. 24

CASE NUMBER: SUIT NO. FCT/HC/CV/1450/2021

DATE: 8TH NOVEMBER, 2022

BETWEEN:

SABON RUWA NIGERIA LIMITEDCLAIMANT

(SUING THROUGH HER LAWFUL ATTORNEY AJUJI MAMMAN)

AND

GODWIN EKONG.....CLAIMANT

APPEARANCE

UsmanGarbaEsq for the Claimant.

Anthony .I. EruagaEsq for the Defendant/Applicant

CONSENT JUDGMENT

Parties in this matter filed their terms of settlement dated and filed on 19/10/2022. Whereas it provides thus:-

Whereof, the Claimant instituted this Suit No: CV/1450/2021 on the 6/7/2021, Claiming against the Defendant as follows:-

- A. Immediate vacant possession of the Claimant's Six(6) Units of Three (3) bedroom Flats lying and situate at No. 42 AjoseAdeogun Street, Utako District, Abuja.
- B. An Order compelling the Defendant to pay the sum of ₦36,000,000.00 (Thirty Six Million Naira) only being accumulated rent outstanding from 2018-2021 tenancy and ₦12,000,000 (Twelve Million Naira) only annually from 2021 until final determination of this suit.
- C. An order unlocking the premises lying and situate at No. 42 AjoseAdeogun Street, Utako District, Abuja.
- D. The Sum of ₦2,000,000 (Two Million Naira) only being at the cost of maintaining the action against the Defendant.

WHEREAS, it is hereby agreed by the parties as follows:-

- 1. That the Claimant and the Defendant have agreed to amicably resolve the case out of Court.
- 2. That both Counsel, the Claimant and the Defendant have the consent and authority of their respective Counsels to enter into these terms of settlement,
- 3. Consequently, the Claimant Claims, against the Defendant pleading against the Claimant and other Court processes in this suit are accordingly withdrawn forthwith.
- 4. That the Defendant shall pay to the Claimant accruing rent in the range of the sum of ₦48,000,000 (Forty Eight Million Naira) only being from 2018-2022 tenancy.
- 5. That the Defendant also agrees with the Claimant that in August, 2022 he shall pay the sum of ₦9,000,000 (Nine Million Naira) only.
- 6. That further evidence showed that the rent for 2021/2022 is still ongoing, the current rent of ₦12,000,000 (Twelve Million Naira) only to be paid, inclusive of the demand for the rent.

7. That the other subsequent remaining arrears of rent installment payment is to be paid as follows, at December 2022, the Defendant will pay the sum of ~~N~~10,000,000 (Ten Million Naira) only.
8. Furthermore, at February 2023, the Defendant will make a further instatement payment of 5 Million Naira only.
9. And lastly the Defendant avers that he will make a further payment of the sum of 6 Million Naira, come May 2023.
10. To further offset the remaining balance of the sum of ~~N~~48,000,000 (Forty Eight Million Naira) being rent arrears from 2018 – 2022. The Defendant shall pay the remaining balance of the rent ~~N~~8,000,000 (Eight Million Naira) only at August 2023.
11. That this agreement is binding on both parties.
12. That the parties hereby agree that the terms of settlement shall be made the consent Judgment of this Honourable Court and that both parties abide by these terms of settlement accordingly.

Now, parties having duly executed and adopted the said Terms of Settlement dated 19/10/2022 filed same day, same is hereby entered as consent Judgment in this suit before this Honourable Court.

Signed

HON. JUSTICE SAMIRAH UMAR BATURE.

8/11/2022.