

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY**

**IN THE GWAGWALADA JUDICIAL DIVISION**

**HOLDEN AT GWAGWALADA- ABUJA**

**THIS FRIDAY 23<sup>RD</sup> FEBRUARY, 2024a**

**BEFORE HIS LORDSHIP: HON. JUSTICE ALIYU YUNUSA SHAFI**

**SUIT NO: FCT/HC/GAR/CV/359/2023**

**BETWEEN:**

**EQAUL APRIL NIGERIA LIMITED..... CLAIMANT/RESPONDENT  
AND**

**CHRISTIAN MUOTOO.....DEFENDANT**

**CONSENT JUDGEMENT**

The claimant by a writ of summons with suit no FCT/HC/CV/GAR/359/2023, dated the 15<sup>th</sup> day of June, 2023 filed on the 20-06-2023 with the particulars of claim stated above

1. A declaration that the plaintiff is the bonafide owner of the property known as plot no 340 in Gbgalape layout, Abuja, FCT, measuring about 1000Sqm and by the letter of offer of statutory Right of occupancy dated the 5/51999.
2. A declaration that the act of the defendants on the said plot No 340 of about 1000sq meter in Gbgalape layout Abuja, FCT, constitutes trespass.
3. An order of perpetual injunction restraining the defendants, either by himself, his servants, privies, agents or by whatever name called from trespassing, invading or further invading or encroaching on the rights or interest of the plaintiff over the said plot no 340 of about 1000sq meter in Gbgalape layout Abuja FCT.

4. The sum of N100,000,000:00(one hundred million Naira only) being the special aggravated and general damages for trespassing and destruction of the plaintiff's property plot no 340 of about 1000sq meter in Gbgalape layout Abuja FCT.

Alongside the writ of summons are statement of claim of 4paragraph, written statement on oath ofMr Henry.I. Onoja of 15 paragraphs dated the 23-06-2023, pre-action counselling certificate dated the 15-06-2023 and two annexuresattached thereto.

The Defendants on receipt of the writ of summons filed a memo of appearance and the statement of Defence/counter claim of 2<sup>nd</sup> Defendant of 6 paragraphs dated the 30-07-2023 alongside witness statement on oath of one Christian Muoto, pre-action counselling certificate dated the 30-7-2023 and some annexures which includes

1. Alter of the terms of Grant/conveyance of approval from AMAC dated the 16-08-06 issued to Christian ChibuezeMuoto
2. Receipts of Development levy No 71214 and Departmental Receipts No.v06292 dated 16-08-06.  
Right of occupancy Rental fees from AMAC dated the 12-08-2002
3. Power of Attorney Donated by Hajia I've Goranyov(Donor) and Mr Victor c. Ozonwe (Donee) prepared by S.A. Onojaof No.8. Jos Street Area3 Garki Abuja dated the 2-05-2003.

Contract of sale of land between Mr Victor O. Ozonwe (Vendor) and Mr Christian ChibuezeMuoto (Purchaser) in respect of plot no 340 of about 1000sq meter in Gbgalape layout Abuja FCT dated the 4th July, 2005.

Upon the processes being exchanged the matter was mentioned on the 22, Nov, 2023 and adjourned to 6-12-2023.

On the 6 Dec, 2023 both counsels were in court the claimant before this date set for hearing filed a motion with motion number M/5991/2023 dated the 20.Nov.2023 for an order striking out the name of the 1st Defendant/Applicant's name from this suit. This motion which the Defendant counsel did not file any counter to the applicant's motion.

The order sought therein was granted and the name of the 1st Defendant was struck out from this instant suit. The matter was again adjourned to 16-02-2024 to enable the claimant to amend their writ.

Before the said application sought by the claimant counsel for amendment of their writs, plaintiff then filed "Terms of settlement" dated the 15<sup>th</sup> January, 2024 and filed the 19-12-2024. This Terms of settlement could not be co-opted due to the discrepancies on date. Hence the said terms of settlement was withdrawn to enable parties do the needful. On the 23-02-2024 parties filed a new Terms of settlement dated the 16-2-2024 and filed on the 21-2-2024. The parties applied to the court to adopt same as the consent judgment of this court, this, the Defendant counsel was not opposing and equally urged the court to adopt the terms of settlement of the consent judgment of this court.

The terms of settlement dated the 16-2-2024 and filed on the 21-2-2024 is hereby adopted by this court as the consent judgement of this court and it is hereby order as followed;

- 1. That the major and sole reason for commencing this action was the encroachment of the defendant on plot No: 340, Gbagalape Layout, Abuja belonging to the Claimant.**
- 2. The defendant having seen that the claimant has better title, has approached the claimant for out of court settlement.**
- 3. In view of 2 above the defendant has indicated interest to buy the property in dispute. i.e. Plot No: 340, Gbagalape Layout, Abuja and they have considered the request of the Defendant for a consideration of N5,000,000.00 (Five Million Naira).**
- 4. With the above development the reliefs sought in the statement of claim and witness statement on oath has been achieved by the Claimant peacefully.**

- 5. That the parties have agreed on 3 above and the Defendant has fulfilled his part to the Claimant.**
- 6. That based on the facts in paragraph 1, 2, 3, 4, and 5 (supra), the claimant and the Defendant, are in agreement for out of court settlement.**
- 7. The defendant having paid the sum of Five Million Naira to the Claimant as agreed by the parties is now the beneficial owner of the property in dispute i.e. Plot No. 340, Gbagalape Layout Abuja.**
- 8. That these terms of settlement shall be adopted by the parties as the consent Judgement of this Honourable Court in this matter.**

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**Hon. Justice A. Y. Shafa**

**Appearance:**

1. Hassan Audu Holding the brief of O. C. Ejeke for the Claimant.
2. C. S. Okafor for the Defendant