

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

**IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT GWAGWALADA- ABUJA**

**THIS MONDAY THE 10<sup>TH</sup> DAY OF JULY, 2023**

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

**SUIT NO: FCT/HC/GWD/CV/42/2022**

**BETWEEN:**

**MR ANAYO NWORIE.....APPLICANT**

**AND**

- 1. NIGERIAN POLICE FORCE**
- 2. USMAN ALKALI BABA**
- 3. ACP Y.Y. ABUBAKAR**
- 4. CSP ANDREW JOHN**
- 5. NOAH AGBOR (07030705572)**
- 6. AJIBULU BOLAJI (08127684570) .....RESPONDENTS**
- 7. MR. ADEYEMI DESTINY AJAYI  
09096635775**
- 8. MR. UCHE (08092691000)**

**JUDGMENT**

The claimants commenced this suit by way of writ of summons dated 15<sup>th</sup> day of March, 2022 filed and dated the 17<sup>th</sup> March, 2022 claiming against the defendants the following:

- 1. A declaration that the claimants are the rightful owners of the IHA (plot 2151) within SabonLugbe East Extension Layout and as such an injunction to restrain the Defendants, it's managing directors, their servents, agents, tenants, workmen, Board of trustees members, employees, representatives, business associate, subscribers or otherwise, howsoever from entering, remaining, erecting buildings or fence of any kind or further trespassing into IHA (Plot 2151) within SabonLugbe East extension layout property of the claimant.**
- 2. A perpetual injunction restraining the Defendants and any other person whosoever and howsoever described jointly and severally from parading themselves as the owners of IHA (Plot 2151) within sabonlugbe east extension layout acquired property of the claimants.**
- 3. An order of court entering judgment in favor of the 1<sup>st</sup> claimant against the Defendant or any other person whosoever described as the rightful owner of IHA (plot 2151)within sabonlugbe east extension layout FCT, Abuja.**
- 4. The sum of #20,000,000.00 (Twenty Million Naira) as specific and general damages against the defendants or whosoever for trespassing into the claimant's land without permission.**
- 5. The cost of this suit including the cost of legal service at the sum of #5,000,000.00 (Five Million Naira).**

This suit was mentioned on the 28<sup>th</sup> day of June, 2022 where one O. N Kelvin appeared for the claimant and one Isa Islamiya appeared for the 6<sup>th</sup> Respondent/Defendant and upon being mentioned adjourned to 14<sup>th</sup> day of July, 2022.

On the 14<sup>th</sup> July, 2022 same appeared for the claimants while one U. P Agomoh appeared for the 5<sup>th</sup> and 6<sup>th</sup> Defendants and later adjourned to 6-10-2022.

On the 6<sup>th</sup> day of October, 2022 same appeared for the claimant while one S. Y Bashir caused appearance for the 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> defendant to regularize their process and later adjourned to the 10<sup>th</sup> day of November, 2022.

On the 10<sup>th</sup> day of November, 2022 same appeared for the claimant, while one Emmanuel Chukwu appeared for the 5<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup> Respondent, and the business on this date was for motion for substituted service on the 8<sup>th</sup> Defendant. The motion was moved and granted and the matter was adjourned to 5-12-2022.

On the 5<sup>th</sup> day of December, 2022 same appeared for the claimant while one J. K Kolawole with Y. s Bashir appeared for the 5<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup> Defendants/Respondents. On this date the claimant counsel informed the court that they were unable to effect service of hearing notice on the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Defendants, based on the above the matter was adjourned to 6<sup>th</sup> day of February, 2023.

On the 6<sup>th</sup> day of February, 2023 same appeared for the claimant and same for the respondents.

On this date both the 1, 2, 3, & 4<sup>th</sup> Respondents were not in court nor being represented and the matter was adjourned to the 27<sup>th</sup> day of march, 2023 for hearing.

On the 27<sup>th</sup> day of march, 2023 same appeared for the claimant while one T. Istifanus appeared for the 5<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup> Respondents. On this date the claimant counsel informed this court of filling a motion for regularization of their process and a further affidavit in opposition to the 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> Respondent affidavit and that they were unable to effect service of hearing notice on the 1, 2, 3, 4 & 8<sup>th</sup> respondents.

In the light of the above, the matter was adjourned to the 12<sup>th</sup> day of April, 2023 for motion for regularization.

On the 12<sup>th</sup> day of April, 2023 same appeared for the claimant while no appearance for the Respondents. The said motion for regularization was moved and granted

and the matter adjourned to 10<sup>th</sup> of July, 2023 for hearing/adoption of memorandum of settlement.

On the 10<sup>th</sup> day of July, 2023 same appeared for the claimant, while one H. V Dilibe and one Kolawole appeared for the 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> Respondents.

The claimant counsel informed the court that the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> respondents being Nigerian Police Force and their staffs were not in court because parties in their terms urged this court to strikeout their name and they are not to be made respondents in this suit, reference to their paragraph 1 of the terms of settlement before this court.

The parties then proceeded to adopt their terms of settlement as filed.

Before proceeding to adopt the terms of settlement, I shall based on the application made in paragraph 1 of the terms of settlement strikeout the names of the 1, 2, 3, and 4<sup>th</sup> Respondent. Accordingly, the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Respondents names is hereby struck out from this suit.

The parties terms of settlement is dated the 6-7-2023 and filed on the 7-7-2023, same was adopted on the 10-7-2023 where the parties prayed this court to adopt the said terms of settlement as the consent judgment of this court.

On this, acting under order 26 of the high court of FCT (Civil Procedure) rules 2018, which provides thus:

“When a matter comes before the court for the first time, the judge shall in the circumstance where it is appropriate, grant to the parties 30 days within which parties may explore possibilities for settlement of the dispute”

In view of this provision of the law, I shall adopt the terms of settlement as the consent judgment of this court as agreed by the parties below stated.

- 1. That the names of the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Respondents be struck out from this suit wherein they are ordinarily not supposed to be parties to this action ab-initio.**
- 2. That the applicant on one part and the 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> Respondents on the other part shall collapse and join together the two allocations namely Plot No: 2151 Sabonlugbe East Extension layout Abuja FCT**

and plot 2151 Sabonlugbe East Extension layout Abuja FCT and divide same equally between the Applicant on one part and the 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> Respondents on one side for peace to reign.

3. That each of the parties as stated in paragraph 2 above shall develop same in line with the existing laws, regulating building of estate within the FCT, Abuja.
4. That the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Respondents need not sign the terms of settlement since they are no longer parties to this suit and did not enter any appearance whatsoever.
5. That the applicant in demonstration of utmost good faith and in appreciation of the role, played by Obi Ogochukwu shall allocate 2 plots of land to her from their own portion.
6. That none performance of the terms as contained in paragraph 5 above shall operate as a stay and shall nullify this terms.
7. That none of the parties to this terms of settlement shall renege from this terms and that no other interpretation shall be given to same other than the express wordings as contained herein.
8. That this term of settlement is hereby entered as the final judgment with respect to this case.

This is the Judgment of the court.

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**HON. JUSTICE A. Y. SHAFI**

**APPEARANCE:**

1. O. N. Kelvin for the Applicant.
2. J.K. Kolawole for the 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> & 8<sup>th</sup> defendant

