

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT GWAGWALADA- ABUJA

THIS MONDAY THE 31ST DAY OF MAY, 2022

BEFORE HIS LORDSHIP: HON. JUSTICE ALIYU YUNUSA SHAFI

SUIT NO: CV/721/2022

BETWEEN:

OKOLOAGU FRANCISCA NKECHI.....CLAIMANT

AND

EDIDONG IMOHO EKARIKA.....DEFENDANT

Parties absent in court

Court: case for mention

Appearance: O. M. Ojite

For the claimant

Ekpo for the defendant.

Claimant counsel: the matter is slated for mention today.

However, parties have met and file and we have reached settlement the terms of settlement have been filed and subject to the convenient of the court wish to adopt same.

Defendant counsel.

That is the position as parties have met and file out terms of settlement and ready to proceed to adopt same.

The terms of settlement dated the 27/5/2022 file on the same date adopt same on behalf of the defendant and urge the court to enter same as the consent judgement.

Claimant counsel.

I confirmed and alien myself to the application made4 by the defendant counsel

Case stood down for 30 minute for ruling

SIGNED

JUDGE

RULING

This ruling is in respect of terms of settlement filed band adopted by the parties.

This matter was filed dated the 01-3-2022 assigned to this court dated 10/03/2011 process served on the defendant who acknowledged same dated the 13/5/2022 and the matter adjourned file today for mention.

The claim of the claimant as follows:

1. The immediate payment of N10,000,000.00 (Ten Million Naira) only being purchase price paid by the claimant to the defendant on the 16th January 2022 for a 2014 Mercedes Benz CLA 250 with Chasis number WDDSJ4GB5EN075054 which was returned to the defendant due to mechanical defects.
2. The sum of N300,000 (Three Hundred Thousand Naira) only paid by the claimant to the defendant for the upgrade of the 2014 Mercedes Benz CLA 250.
3. The cost of this action
4. Post judgement interest at the rate of fifteen percent (15%) per annum from the date judgement sum is finally liquidated.

TERMS OF SETTLEMENT

The terms of settlement dated 27/05/2022 duly executed by the parties and their respective counsel is hereby adopted as the judgement of this court in the matter as follows

- 1. That for the institution of this suit, the defendant has paid the claimant a total sum of N7,500,000.00 (Seven Million Five Hundred Thousand Naira) being part of the total sum the claimant is claiming before this Honourable court leaving a balance of N2,500,000.00 (Two Million Five Hundred Thousand Naira) to be paid by the defendant to the claimant.**
- 2. That the defendant shall pay to the claimant the balance N2,500,000.00 (Two Million Five Hundred Thousand Naira) on or before 30th day of September, 2022.**
- 3. That in the event of the defendant to default in payment of the judgment sum as provided the paragraph B above the defendant shall pay post judgment interest on the unpaid sum at the rate of five percent (5%) for months from the 1st day of October 2022 until the judgement sum is fully liquidated.**

This I adopt same as the consent judgement of this court.

As it is trite in law a consent by its nature is a contractual agreement between the parties. No court is allowed to re-write the contract entered into by parties thereto.

When parties enter into terms of agreement or written terms of agreement signed they are bound by its terms, one cannot legally renege into the said agreement or settlement terms on which parties have not agreed. See R. A. S. C LTD VS AKIB.

In view of the forgoing the terms as stated above is hereby adopted as the consent judgement of this court.

SIGNED

JUDGE

31/5/2023

