

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT GWAGWALADA- ABUJA

THIS WEDNESDAY 6TH DAY OF MARCH, 2024

BEFORE HIS LORDSHIP: HON. JUSTICE ALIYU YUNUSA SHAFI

SUIT NO: FCT/HC/PET/212/2023

BETWEEN:

RAKIYA OJUNENE ZUBAIRU..... PETITIONER

AND

CHUKWUMA AHAMA CHIGBU..... RESPONDENT

JUDGEMENT

This Judgement is in respect of the terms of settlement dated the 1st March, 2024 and filed on the 5/03/2024.

The brief facts of the case is that the petitioner one RakiyaOhuneneZubairu, filed a Petition for a Divorce, whereof she claims the following reliefs:

- 1. A decree of Dissolution of the marriage on the grounds that**
 - a. the respondent has cruelly treated and dehumanised and threaten the life of the Petitioner in such a way that one could not reasonably be expected to live in the bond of marriage with him.**
 - b. Custody of the 3 adult children of this marriage owing to the precarious and helpless situation Two of which are children with special needs Autism)**

The Petition was dated the 28th Day of February 2023 and filed on the 7-02-2023.

The Respondent on being served with the petition filed the Respondent's reply to the Petitioner Petition dated 28/2/2023 same was served on the petitioner dated the 5th-07-2023 and the matter was set down for hearing for 22-06-2023.

On the 22-02-2023 when this matter came up for mention the petitioner's counsel one Ibrahim Salau was in court while the Respondent and the counsel were absent.

The petitioners counsel who informed the court that parties are talking and hopefully before the next adjournment date, they might have a memo of settlement before the court. Base on the above he asked for a date and the matter adjourned to the 06-07-2023.

On the 06-07-2023 when the matter came up for report of settlement, the court did not sit and the matter was again adjourned to the 17-10-2023.

On the 17-10-2023 when the matter came up, the Respondent counsel one Tony Ogbolafor Esq was in court and he who informed the court that the petitioner and his counsel were not in court and the matter again was adjourned to 29/11/2023 for adoption of terms of settlement.

On the 29-November, 2023 when the matter came up for adoption of terms of settlement only the respondent counsel was in court and the matter was again adjourned to 26- 02-2024.

On the 26-02-2024 both counsels were represented and the petitioner counsel informed this court that they have some challenges to file the report and the matter was again adjourned to 6-3-2024.

Today being 6-3-2024, both counsel are in court including the respondent, whereof the petitioner counsel informed this court that there have filed their terms of settlement and want same to be adopted as the consent Judgement of this court. Thus the Respondent counsel did not oppose same.

Based on order 20 of the High Court of the FCT Abuja (civil Procedure) rule 2018, the section provides thus:

“When a matter comes up before the court for the first time, the Judge shall in circumstance where it is appropriate, grant to the parties, time, not more than 30 days within which parties may explore possibilities for settlement of dispute.

By the provision of this section parties filed their terms of settlement dated the 1-3-2024 filed on the 05-03-2024 where in both the petitioner, the respondent and their counsel appended their signature on the terms so filed and urged the court to adopt same as the consent Judgment of this court.

Here a consent Judgement is as binding as a Judgement given after a normal trial. It acts as estoppel asan to the matters decided by it and can be enforced by means of all 14 execution processes provided for enforcement of Judgement See Samba Petroleum Co Ltd V FCMB (2014)3 NWLR (part 1394) 346.

Consent Judgement are not like the regular Judgment of the courts entered after a trial conducted by the court either summarily or upon full trial. It is not dependent upon exchange of pleadings or calling of evidence and/or address of Counsel infact, there is no stage in proceedings where the law requires a consent Judgement to be entered as the same can be entered of any in the proceedings because it is simply based on an agreement between the parties to the litigation which agreement they considered binding on them and those who claim through them it is a contract which rights are granted between the parties in substitution and in consideration of the abandonment of the claims pending before the court. And what matter is the agreement of the parties concerned. See D. T.T. Ent (Nig) Ltd V Bussari)(2011) 8 NWLR(Pt. 1249) P. 387.

In view of the terms of settlement dated the 1-3-2023 and filed dated the 05-03-2024 as the consent Judgement of this court and it is hereby ordered as follows:

- 1. That both the parties shall have access to the children of the marriage notwithstanding who they are staying with at any material time as the children of the marriage are all adults.**
- 2. That the parties are to maintain themselves and the children of the marriage of the need arise.**
- 3. That parties are at liberty to live their individual lives independently of each other.**
- 4. That the marriage contracted between the petitioner and the respondent on 25th April, 1992 stands dissolved.**
- 5. That parties are to bear their individual costs.**
- 6. That the above terms of settlement shall be entered as the Judgement of this court.**

Base on the above I hereby adopt the terms above as the consent Judgement of this court.

Dated the 06-03-2024

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Hon. Justice A. Y. Shafa

Appearance:

1. Ibrahim Salau for the Petitioner.
2. Tony Ogbolafor for the Respondent.