

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY ABUJA  
IN THE GWAGWALADA JUDICIAL DIVISION  
HOLDEN AT COURT NO. 13 GWAGWALADA  
BEFORE HIS LORDSHIP: HON. JUSTICE A. S. ADEPOJU  
ON THE 30<sup>TH</sup> DAY OF APRIL, 2024**

**SUIT NO: FCT/HC/CV/1039/2019**

**BETWEEN:**

**1. MRS. TEMITOPE ADEOSUN } ----- CLAIMANT  
2. BABASOLA ADEOSUN }**

**AND**

**1. OLATUNBOSUN H. OLABANJO  
2. CELESTINE H. OLABANJO  
3. TOYIN OLORUNGBEMI  
4. OSUMAH PETER  
5. AHMAN ALHASSAN  
6. KOLAWOLE OLUFEMI  
7. COMMISSIONER OF POLICE  
FCT POLICE COMMAND } ----- DEFENDANTS**

**TOPE FEBOBI** for the Claimants.

**CHUKA ONYALI** for the 2<sup>nd</sup> defendant.

**JUDGEMENT**

The Claimants have in this suit instituted ;

- A. The sum of =N=1,134,325.00(One Million, One Hundred and Thirty Four Thousand Three Hundred and Twenty Five Naira) being the amount illegally withdrawn by the defendant from the Claimant's account on 17<sup>th</sup> January 2019, which the defendant has neglected and/or refused to refund despite repeated demand.
- B. A declaration that the action of the defendant amounts to a breach of contract of a banker to its customer, when the defendant failed and/or neglected to honor the cheque for the transfer of various sums of money all amounting to =N=1,000,000(One Million Naira) to the Claimant's customers

via Cheque No 26866212 dated 22/1/2019 to the benefit of M1 One Joe Int'l Ltd and UBAH Chidi R., respectively (sic).

- C. The sum of =N=20,000,000(Twenty Million Naira) as general damages for breach of contract illegal deduction without notice and loss of business opportunity and profit thereon.
- D. The sum of =N=600,000(Six Hundred Thousand Naira only) as legal fees paid to the Plaintiff's sum deducted from the plaintiff's (Claimant) account and prosecution of this suit (sic).
- E. 10% Post judgment interest on the judgment sum from the date of judgment until the judgment sum is totally liquidated.

**NOW THEREFOR BETWEEN THEM**, the parties hereby mutually consent to the terms appearing hereafter being made the judgment of this Honourable Court having duly executed same through their representatives.

**THE PARTIES HAVE AGREED TO AMICABLY SETTLE THIS MATTER OUT OF COURT ON THE FOLLOWING AGREED TERMS:**

1. That the plaintiff (Claimant) wholly abandons the claims against the defendant before this Honorable Court, in consideration of the defendant paying to the plaintiff(Claimant) the sum of =N=1,000,000(One Million Naira), on the same day of executing this agreement by the parties.
2. The cheque or draft shall be in favour of E.R. Okpara & Co. Counsel to the Claimant.
3. That each party bears its own cost of the action.
4. That in consideration of their faithful performance of the terms of settlement, the parties hereby discharge each other of and from all claims, disputes, action and complaints in this suit and any or all claims that may arise now or in the future pertaining to or in connection with issues contained in the plaintiff's (Claimant) Statement of Claim dated 7<sup>th</sup> February 2019 and filed on 8<sup>th</sup> February, 2019.
5. The parties hereby agree that the above drawn terms shall be entered as the judgment of this Honourable Court in the suit herein.

Judgment is hereby entered for the parties in terms and condition agreed and as contained in the terms of settlement dated and filed on 20/01/2021. The parties are bound by the terms and conditions stated therein.

**SIGNED**  
**HON. JUDGE**  
**30/4/2024.**