

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY

HOLDEN AT JABI, ABUJA

THIS THURSDAY, THE 6TH DAY OF FEBRUARY, 2025.

BEFORE: HON. JUSTICE ABUBAKAR IDRIS KUTIGI – JUDGE

SUIT NO: CV/1500/2024

BETWEEN:

DUBEM ANENE **CLAIMANT**
(Trading under the Name And
Style of Platinum Standard Law Firm)

AND:

ACCESS BANK PLC **DEFENDANT**

JUDGMENT

The Claimant's claims against the Defendant as contained in the Writ of Summons and the Statement of Claim dated 6th March, 2024, and filed same date in the Court Registry are as follows:

- a. **A Declaration that the Defendant's act of unilaterally placing a restriction on the Claimant's Account Number 0012859569 without any explanation whatsoever despite oral and written demands, is illegal.**
- b. **A Declaration that the Defendants act of placing a restriction on the Claimant's Account Number 0012859569 with no justification has subjected the Claimant to severe hardship, embarrassment, frustration and mental torture.**

- c. A Declaration that the Defendant's act of placing a restriction on the Claimant's Account Number 0012859569 with no justification or explanation is high-handed, oppressive and arbitrary.**
- d. An order of court compelling the Defendant to immediately lift the restriction placed on the Claimants Account Number 0012859569.**
- e. An order of court compelling the Defendant to pay the Claimant the sum of ₦50, 000,000 (Fifty Million Naira) as Exemplary and Punitive damages in order to deter them from such high handed or oppressive and unreasonable action or inaction against their customers.**
- f. The sum of ₦50,000,000 (Fifty Million Naira) as General Damages for severe hardship, embarrassment, frustration, waste of valuable time, mental torture and above all the dent on the image of the Claimant before its Clients.**
- g. 10% on the judgment sum from the date of judgment till same is completely liquidated.**
- h. The cost of this suit in the sum of ₦1,000,000 (One Million Naira).**

The originating court process was duly served on the defendant on 17 May, 2024. The defendant filed a Motion dated 20th May, 2024 and filed same date in the Court Registry. The motion sought to join Central Bank of Nigeria (CBN) as a 3rd party to the Suit and also attached an undated "Proposed" Statement of Defence.

The matter came up for mention on 17th October, 2024. Counsel to the Claimant informed the court that parties wanted to explore avenues to settle the matter amicably and out of court. The court granted them the opportunity to do so.

On 6th February, 2025, counsel to the Claimant informed the court that the matter has been amicably settled by the parties and that terms of settlement as agreed by the parties had been filed.

The said terms of settlement dated 7th November, 2024 was filed in the Court's Registry on 11th November, 2024. Learned counsel on both sides then applied that the said terms of settlement filed on the 7th November, 2024 in the Court's Registry

be entered as Consent Judgment in the case. The Terms of Settlement as mutually agreed by parties are in the following terms:

- 1) NO ADMISSION OF LIABILITY:** These Terms of Settlement shall not constitute an admission by either party in respect of this suit or any other issue incidental to the dispute between the parties. Also, neither these Terms of Settlement nor anything contained therein shall be admissible in any proceeding as evidence of liability or wrongdoing on the part of either party. However, these Terms of Settlement may be pleaded in any proceeding instituted to enforce its terms.
- 2) SETTLEMENT PROPOSAL:** The Defendant has proposed to pay the Claimant the sum of ₦2,500,000.00 (Two Million, Five Hundred Thousand Naira Only) ("Settlement Amount") and the Claimant has agreed to accept the said sum of ₦2,500,000.00 (Two Million, Five Hundred Thousand Naira Only) from the Defendant as full and final settlement of the dispute and/or controversy in this suit including the costs of this litigation.
- 3) PAYMENT OF THE SETTLEMENT AMOUNT:** In furtherance of the understanding of parties, the Defendant shall within 7 days of adoption of this terms of settlement as the consent judgment of the Court, pay to the Plaintiff the sum of ₦2,500,000.00 (Two Million, Five Hundred Thousand Naira Only) into its Access Bank Account No. 0012859569 as full and final settlement of the dispute in this suit, including but not limited to the claims in this suit or any pending suit or Judgments or rulings or any other issue related to or connected howsoever with the dispute.
- 4) SUSPENSION AND DISMISSAL:** Notwithstanding anything herein contained, the parties agree that upon the payment of the Settlement Amount to the Claimant by the Defendant, the Claimant's claims against the Defendant in this suit and/or any other pending suits or pending Judgments or pending rulings related to or connected howsoever with the dispute shall automatically abate and become unenforceable against the Defendant.

- 5) RELEASE OF ALL CLAIMS:** In consideration of the Settlement Sum paid to the Claimant by the Defendant, the Claimant on behalf of himself, heirs, personal representatives, administrators and assigns, hereby releases and discharges the Defendant, its officers, directors, any past directors, shareholders, employees, successors and assigns (as may be applicable) from any and all liabilities and obligations, whether past, present and future, howsoever and whatsoever arising, whether known or unknown, whether currently existing or arising in the future in relation with or in any way connected with the dispute in this suit, or the claims in this suit or on any issue connected howsoever to the facts put forward by the parties in this suit.
- 6) BINDING EFFECT:** These terms of settlement are binding on all parties from the date of execution and shall inure to the benefits of the parties' respective successors, assigns and personal representatives.
- 7) NEGOTIATED SETTLEMENT:** Each party has participated in the drafting and negotiation of these Terms of Settlement and accordingly, for all intents and purposes, these Terms of Settlement shall be deemed to have been drafted jointly by the parties.
- 8) ADOPTION:** The court shall adopt these Terms of Settlement as consent judgement between the parties in this suit - Suit No. CV/1500/2024
- 9) REPRESENTATION OF AUTHORITY:** Each person signing these Terms of Settlement hereby represents and warrants that he or she has the authority to bind the entity or person on behalf of which he or she has signed.
- 10) COSTS:** Each of the parties has agreed to bear their respective costs in this suit.

The above terms of settlement were duly executed by counsel to all the parties. It is stating the obvious that the primary responsibility of a court of law qua justice is to encourage the settling of matters out of court. Where parties settle and then prepare terms of settlement which they embody in a document and apply to court for same to be entered as consent judgment in the action, the duty of court at that

point is limited to giving effect to the express intention of parties as embodied in the filed terms of settlement.

Accordingly, the terms of settlement dated 7th December, 2024 and filed in the Court's Registry on 11th November, 2024, and duly executed by parties and their respective counsel is hereby entered as Consent Judgment in the extant action.

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Hon. Justice A.I. Kutigi

Appearances:

- 1. Nkechi R. Udoh, Esq. for the Claimant.***
- 2. G.N. Onwughalu, Esq. for the Defendant.***