

IN THE HIGH COURT OF JUSTICE OF THE F.C.T.

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT KUBWA, ABUJA

ON FRIDAY THE 4TH DAY OF NOVEMBER, 2022

BEFORE HIS LORDSHIP: HON. JUSTICE K. N. OGBONNAYA
JUDGE

SUIT NO.: FCT/HC/CV/2823/18

BETWEEN:

PA.LIN.HO GLOBAL SERVICES LIMITED ----- PLAINTIFF

AND

- 1. BENTELL PROPERTIES LIMITED**
- 2. CHIEF BENARD NWORA**
- 3. FIRST GENERATION MORTGAGE
BANK LIMITED**

----- } DEFENDANTS

RULING

On the 3rd of March 2021 this Court delivered Consent Judgment in the suit. That was based on the fact that while the matter was pending all the parties decided on their (own volition) to amicably settle all the issues in dispute. On the 24th of February 2021 they signed the Terms of Settlements which they had penned down and they also had filled. They approached this Court on the said 3rd of March 2021 and adopted the Terms of Settlement and urged the Court to enter same as their

Consent Judgment. This Court obliged them that and delivered that as their consent Judgment which is binding all the parties. They said consent Judgment is deemed to be set hereunder seriatim.

However, a few months after, on the 17th of June 2021 the Judgment Debtors filed a Motion for Stay of Execution of the consent Judgment so delivered on the 3rd of March 2021.

In the Motion they sought for the following Reliefs:

- (1) An Order staying execution of the Consent Judgment in this Suit delivered on the 3rd of March 2021 pending the determination of the Suit setting aside the said Consent Judgment in Suit No.: FCT/HC/CV/1073/2021 between Bentel Properties Limited and Chief Benard Nwore against Pa.Lin.Ho Global Services already filed and served on all the parties.**
- (2) An Order directing the parties to maintain status quo pending the hearing and determination of the Suit setting aside the said Consent Judgment annexed as Exhibit A.**
- (3) Omnibus prayer.**

They supported the Motion with Affidavit of 22 paragraphs. The attached documents marked as **EXH BT1 - BT13**.

In a 6 pages Written Address the Applicants raised 2 Issues for determination which are:

(1) Whether in the circumstance of this case the application for Stay of Execution ought to be granted.

(2) Whether the Applicant is entitled to his reliefs as sought.

On the Issue No. 1, they submitted and argued that the 1st Respondent misrepresented facts when she claimed the sum of Seventy Five Million Naira (₦75, 000,000.00) for work done by contractors with respect to Plot 2580 Kagini Layout, Abuja instead of Forty Nine Million, Four Hundred and Fifty Nine Thousand, Two Hundred and Seventy Nine Naira, Five Kobo (₦49, 459,279.05k). That the 1st Respondent admitted same in the Notice of Intention to Defend the Suit filed by the contractors.

That if the 1st Respondent – Pa.Lin.Ho Global Services has not misrepresented facts to the 1st Applicant the Terms of Settlement that gave rise to the Consent Judgment sought to be stayed would have been different.

That if the 1st Respondent had disclosed the pending litigation between the four (4) contractors on the said Plot 2580 Kagini Layout, Abuja the 1st Applicant would have insisted on making the four (4) contractors parties in the substantive Suit in the interest of justice, equity, fair-hearing of the necessary parties and just determination of the issue.

That the subject matter of the Suit instituted by the contractors are founded on payment for work done on the Plot 2580 Kagini Layout, Abuja.

That the Consent Judgment ought to be set aside in the said pending new Suit, execution of which is sought to be stayed in this application is also founded on payment for the work done on the said Plot 2580 Kagini Layout, Abuja.

That through their Affidavit, the Applicants has shown that they paid Fifty Million Naira (₦50, 000,000.00) to 1st Respondent in compliance with paragraph 2 (a) of the Terms of Settlement before the letter from A.R. Sambo & Associates.