

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT APO**

**SUIT NO: FCT/HC/CV/2229/20**

**DATE: 27-1/2021**

**BETWEEN:**

**MUSTAPHA I. ABUBAKAR ESQ.....PLAINTIFF**

**AND**

**ISA ELIYA & COMPANY (NIGERIA) LIMITED.....DEFENDANT**

**JUDGMENT**

**(DELIVERED BY HON. JUSTICE SULEIMAN B. BELGORE)**

By a Writ of Summon and Statement of claim dated 20/7/2020 and filed same day, the Plaintiff/Claimant prayed as follows:

- (a) THE SUM OF **N13,000,000.00** (Thirteen Million Naira only) being outstanding professional fees owing from the Defendant to the Claimant in respect of legal services rendered by the Claimant to the Defendant at the instance of the Defendant between October 2016 and January 2017 which the Defendant has refused, neglected or failed to pay;
- (b) COURT INTEREST ON THE JUDGMENT SUM at the rate of 10% per annum from the date of the Judgment until the judgment sum is fully liquidated; and
- (c) THE COST OF THIS ACTION as may be assessed by this Honourable Court.

This case just came up for mention a short while ago. And promptly, learned Counsel to the Claimant Mr. Isa D. Haruna informed the Court that the parties have met and settled the matter. He referred to the terms of settlement dated 22/1/21 and filed on 25/1/21 in Court. Learned Counsel urged me to adopt it as the judgment of this Court.

Mr. Michael Inyang Omini of Counsel to the Defendant confirmed the settlement out of Court and also prayed the Court to adopt the terms of settlement filed as the judgment of this Court.

I have considered the submission of both Counsel and adverted to the content of the terms of settlement filed. It is dated 22<sup>nd</sup> January, 2021 and filed on 25<sup>th</sup> January, 2021. The terms were signed by both parties and their respective Counsel.

For emphasis sake, the parties have agreed to the following:

- (1) Subject to paragraph 4 hereunder, the Defendant shall pay and the Plaintiff shall accept the sum of **N10,000,000.00** (Ten Million Naira only) in full and final settlement of the claims in this Suit.
- (2) The Defendant shall pay the agreed sum of **N10,000,000.00** in the following instalments:
  - (a) N1,500,000.00 on or before 28<sup>th</sup> February, 2021;
  - (b) N1,500,000.00 on or before 31<sup>st</sup> March, 2021;
  - (c) N1,500,000.00 on or before 30<sup>th</sup> April, 2021;

- (d) N1,500,000.00 on or before 31<sup>st</sup> May, 2021;
  - (e) N1,500,000.00 on or before 30<sup>th</sup> June, 2021;
  - (f) N1,500,000.00 on or before 31<sup>st</sup> July, 2021; and
  - (g) N1,000,000.00 on or before 31<sup>st</sup> August, 2021.
- (3) The said sums and/or any sum due under this Terms of Settlement shall be paid into the following Bank Account of the Plaintiff:

**ABUBAKAR MUSTAPHA & ASSOCIATES**  
**ACCOUNT NO: 4010622978**  
**FIDELITY BANK PLC.**

- (4) If the Defendant is in default of payment of two consecutive instalments due under this Terms of Settlement, the entire sum then outstanding out of the said agreed sum of **N10,000,000.00** shall automatically crystallize and become due for payment and the said outstanding sum shall attract interest compoundable monthly at the rate of 25% per annum commencing from the date of the first default until the agreed sum is fully liquidated.
- (5) Each party shall bear his/its costs in this Suit.
- (6) This Terms of Settlement shall be filed in Court and adopted as the judgment of this Honourable Court in this Suit.

In effect, I have not difficulty in adopting the terms of settlement referred to above as the judgment of this Court. And I so hold and pronounce.

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**S. B. Belgore**  
**(Judge) 27-1-21**