

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT MAITAMA

BEFORE HIS LORDSHIP: HON. JUSTICE Y. HALILU
COURT CLERKS : JANET O. ODAH & ORS
COURT NUMBER : HIGH COURT NO. 22
CASE NUMBER : SUIT NO: CV/390/2021
DATE: : WEDNESDAY THE 24TH MARCH, 2021

BETWEEN:

RICHY AND ADIRA SONS NIGERIA LTD ...CLAIMANT

AND

ABUJA LEASING COMPANY LTD DEFENDANT

CONSENT JUDGMENT

Claimant took out a Writ of Summons dated and filed on the 2nd February, 2021 against the Defendant for the following:-

- a. A Declaration of this Honourable Court that by the Deed of Assignment dated 4th day of June, 2020, executed between the Claimant and Defendant, the Defendant transferred the title in all that property situate and known as Block 4, Flat 1, Kano Street, Area 1 Garki, Abuja to the Claimant.

- b. A Declaration of this Honourable Court that by the express provision of the Deed of Assignment dated 4th day of June, 2020 between the Claimant and the Defendant, the Defendant was duty bound to give vacant possession of all that

property known as Block 4, Flat 1, Kano Street, Area 1, Garki, Abuja to the Claimant upon execution of the said Deed of Assignment.

- c. A Declaration of this Honourable Court that the failure/refusal of the Defendant to give vacant possession of the all that property situate and known as Block 4, Flat 1, Kano Street, Area 1 Garki, Abuja to the Claimant, over 7 (Seven) months after the execution of the Deed of Assignment with the Claimant amount to a breach of the Contract it entered with the Claimant.
- d. A Declaration of this Honoruable Court that the Claimant is entitled to damages for the Defendant's breach of the terms of the Deed of

Assignment executed between it and the Defendant.

- e. An Order of this Honourable Court directing the Defendant to forthwith give vacant possession of all that property situate and known as Block 4, Flat 1, Kano Street, Area 1, Garki, Abuja to the Claimant.
- f. An Order of this Honourable Court perpetually restraining the Defendant, either by its Directors, Agents, Workmen, Privies, Staff and hired hands from ever entering, leasing, selling or otherwise disturbing the Claimant's quiet possession and enjoyment of all that property situate and known as Block 4, Flat 1, Kano Street, Area 1, Garki, Abuja by the Claimant.

- g. An Order of this Honourable Court directing the Defendant to pay to the Claimant the sum **N5,000,000.00 (Five Million Naira)** as general damages for the breach of the Contract it entered with the Claimant.
- h. An Order of this Honourable Court directing the Defendant to pay to the Claimant the sum of **N1,500,000.00 (One Million, Five Hundred Thousand Naira)** only being the cost of prosecuting this suit.

COURT:- Before the matter could proceed to trial, both parties indicated interest to settle amicably, upon which Terms of Settlement was filed and adopted.

Parties by the rules of this Honourable Court are enjoined to explore settlement and once such

settlement is reached, Terms of Settlement shall then be filed in court for same to be judicially blessed after affixing the necessary limbs and injection of judicial blood into such an agreement or Terms of Settlement to make same locomotive as done by the parties in this suit. Faced with the said Terms of Settlement filed by the Claimant and Defendant in the present suit **No. CV/390/2021**, I shall do the needful by pronouncing judgment upon same.

Judgment therefore is entered in favour of both parties mentioned in the said Terms of Settlement duly signed by their Directors and dated 16th day of March, 2021.

Above is the judgment of this Court.

Justice Y. Halilu
Hon. Judge
24th March, 2021

APPEARANCES

Parties not in Court.

H. E Leonard – for the Claimant.

Defendant not in court and not represented but
NoyaSedi (Legal Officer) was in court.