

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

**IN THE ABUJA JUDICIAL DIVISION**

**HOLDEN AT KUBWA, ABUJA**

**ON TUESDAY, THE 3<sup>RD</sup> DAY OF MARCH, 2021**

**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**

## **BENCH JUDGMENT**

The Rules of this Court enjoins parties to explore amicable settlement of their dispute Order 35 FCT High Court Rules 2015. Parties in this case have amicably settled their difference. They have by their own volition penned down the Terms of Settlement and have in turn signed same and have adopted same today and have urged the Court to enter same as Consent Judgment of all the parties as full and final settlement of all the issues

in dispute in this case. It has the same efficacy as any Judgment gotten after full hearing and call of evidence.

This Court will read out the same Terms verbatim after which it will enter and sign same as the Consent Judgment of the parties which can be enforced and which has the same efficacy as any Judgment of this Court.

The said terms are set out here seriatim.

### **TERMS OF SETTLEMENT**

WHEREAS the Claimant sued the Defendants seeking the following Reliefs:

1. **A Declaration** that having regard to the totality of the conduct and agreement between the Plaintiff and the 1<sup>st</sup> & 2<sup>nd</sup> Defendants, the Defendants are estopped/precluded from denying the validity of the agreements and the investments of the Plaintiff with respect of Plot 2580 Kagini Layout, Abuja done on the basis of the representations of the 1<sup>st</sup> & 2<sup>nd</sup> Defendants.
  
2. **A Declaration** that having regard to the totality of the conduct and agreement between the Plaintiff and the 1<sup>st</sup> & 2<sup>nd</sup> Defendants, the Defendants are estopped/precluded from entering into any other or other agreements for sale, transfer, handover or conversion by whatsoever means with respect to Plot 2580 Kagini Layout, Abuja done on the basis of the representations of the 1<sup>st</sup> & 2<sup>nd</sup> Defendants to

the 3<sup>rd</sup> Defendant or any other person(s) whatsoever.

3. **A Declaration** that by virtue of the Nigerian Institute of Estate Surveyors & Values (NIESV) Scale of Professional Charges for the real property industry, 1<sup>st</sup> & 2<sup>nd</sup> Defendants are bound to pay the Plaintiff the sum of Seventy Five Million Naira (₦75, 000,000.00) only for the work done with respect to Plot 2580 Kagini Layout, Abuja to enable Plaintiff defray its obligations to its contractors for work done on the site thus far.
  
4. **An Order** directing the 1<sup>st</sup> & 2<sup>nd</sup> Defendants to pay to the Plaintiff the sum of Seventy Five Million Naira (₦75, 000,000.00) only for the work done with respect to Plot 2580 Kagini Layout, Abuja to enable Plaintiff defray its obligations to its contractors for work done on the site thus far. Seventy Five Million Naira (₦75, 000,000.00) only for the work done with respect to Plot 2580 Kagini Layout, Abuja to enable Plaintiff defray its obligations.
  
5. **An Order** directing the 1<sup>st</sup> & 2<sup>nd</sup> Defendants to pay to the Plaintiff the sum of One Hundred and Fifty

Million Naira (~~N~~150, 000,000.00) only as exemplary damages for running the business and image of the Plaintiff and its Directors.

6. **An Order** directing the 1<sup>st</sup> & 2<sup>nd</sup> Defendants to pay to the Plaintiff the sum of Three Hundred Million Naira (N300, 000,000.00) only as exemplary damages for ruining the business and image of the Plaintiff and its Directors.

7. **An Order** directing the 1<sup>st</sup> & 2<sup>nd</sup> Defendants to pay to the Plaintiff the sum of One Hundred Million Naira (~~N~~100, 000,000.00) only being the Plaintiff and its Directors costs incurred as a result of multiplicity of harassments visited on them during the pendency of the dispute orchestrated by the 1<sup>st</sup> & 2<sup>nd</sup> Defendants prior to the institution of this matter.

8. 10% post Judgment interest until the entire outstanding sum is liquidated.

9. Cost of action.

### **IN THE ALTERNATIVE**

1. **A Declaration** that having regard to the clear provisions of the sale agreement between the Plaintiff and the 1<sup>st</sup> Defendant and the improvement

carried out by the Plaintiff with respect to Plot 2580 Kagini Layout, Abuja at the representations of the 1<sup>st</sup> & 2<sup>nd</sup> Defendants, the 1<sup>st</sup> & 2<sup>nd</sup> Defendants are precluded from creating any other form of agreement(s) with any other person(s) without the written consent of the Plaintiff.

2. **A Declaration** that the forceful ejection of the Plaintiff and its Contractors from Plot 2580 Kagini Layout Abuja, subject matter of this Suit by the 1<sup>st</sup> Defendant without settling issues first and following the due process of the law is unlawful, illegal and constitutes trespass to the Plaintiff's occupation of the property.
  
3. **An Order** of special performance mandating/compelling the 1<sup>st</sup> & 2<sup>nd</sup> Defendants to accept from the Plaintiff payment for value with respect to the areas of Plot 2580 Kagini Layout Abuja which the Plaintiff was led to develop/improve in accordance with the payment stages stipulated in the agreement signed between the Plaintiff and the 1<sup>st</sup> & 2<sup>nd</sup> Defendants leaving the undeveloped area to the 1<sup>st</sup> Defendant.
  
4. **A Perpetual Injunction** restraining the 1<sup>st</sup> Defendant (whether by himself, his agents, assigns,

privies, servants, officers or any person howsoever called) from entering into any other or other agreements for sale, transfer, handover or conversion by whatsoever means with respect to Plot 2580 Kagini Layout, Abuja done on the basis of the representations of the 1<sup>st</sup> & 2<sup>nd</sup> Defendants to the 3<sup>rd</sup> Defendant or any other person(s) whatsoever with respect to the areas already developed/improved by the Plaintiff.

5. **An Order** directing the 1<sup>st</sup> & 2<sup>nd</sup> Defendants to pay to the Plaintiff the sum of One Hundred Million Naira (~~N~~100, 000,000.00) only being the Plaintiff and its Directors costs incurred as a result of multiplicity of harassments visited on them during the pendency of the dispute orchestrated by the 1<sup>st</sup> & 2<sup>nd</sup> Defendants prior to the institution of this matter.

Upon service of the Court Processes on the Defendants, the Defendants entered appearance and denied the Claimant's Claims whereof the 1<sup>st</sup> and 2<sup>nd</sup> Defendants Counter claimed against the Plaintiff for the following Reliefs:

- a. **A Declaration** that failure of the Plaintiff/Defendant to counter claim to furnish consideration for purchase of Plot No. 2580 Kagini District Abuja constitutes a breach and violation of

the Contract of Sale of Land (the Agreement) between the Plaintiff and the 1<sup>st</sup> Defendant dated 11<sup>th</sup> day of March, 2017 which failure has rendered the Agreement null, void and of no effect whatsoever.

- b. **An Order** directing immediate removal of the Plaintiff's properties from the 1<sup>st</sup> Defendant's Estate known as Plot No. 2580 Kagini District Abuja.
- c. Fifty Million Naira (~~₦~~50, 000,000.00) general damages against the Plaintiff/Defendant to counter claim for breach of contract, embarrassment, pains, waste of time and resources suffered by the 1<sup>st</sup> & 2<sup>nd</sup> Defendants.
- d. Cost of this Counter Claim.

**ALTERNATIVELY** (Alternative Counter Claim)

- a. **An Order** directing Plaintiff/Defendant to counter claim to pay the 1<sup>st</sup> Defendant/Counter Claimant within one (1) month from the date of this Judgment the sum of One Hundred and Thirty Four Million, Seventeen Thousand, Four Hundred and One Naira (~~₦~~134, 017,401.00) being the outstanding balance of One Hundred and Fifty One Million, Eight Hundred and Seventy Eight Thousand, One

Hundred and Thirty Three Naira (~~₦~~151, 878,133.00) (total value of the four Blocks offered to the Plaintiff) less Seventeen Million, Eight Hundred and Sixty Thousand, Seven Hundred and Thirty Two Naira (~~₦~~17, 860,732) (cost of work done by the Plaintiff in the site outside the four Blocks already offered to the Plaintiff). And further Order that failure of the Plaintiff to pay this said One Hundred and Thirty Four Million, Seventeen Thousand, Four Hundred and One Naira (~~₦~~134, 017,401.00) within one (1) month from the date of this Judgment entitles the 1<sup>st</sup> Defendant the right to enforce immediate removal of all the Plaintiff's properties from Plot No. 2580 Kagini District Abuja.

b. Fifty Million Naira (~~₦~~50, 000,000.00) general damages against the Plaintiff/Defendant to counter claim for breach of contract, embarrassment, pains, waste of time and resources suffered by the 1<sup>st</sup> & 2<sup>nd</sup> Defendants.

c. Cost of this Counter Claim.

**WHEREAS** the matter was adjourned for hearing but parties explored Alternative Dispute Resolution;

**CONSEQUENTLY, THE PARTIES** however have and do hereby agreed as follows:



1. That the Defendants shall pay to the Claimant the sum of One Hundred Million Naira (~~₦~~100,000,000.00) as full and final settlement in this Suit.
  
2. That the said One Hundred Million Naira (~~₦~~100,000,000.00) be paid as follows:
  - a. The sum of Fifty Million Naira (~~₦~~50,000,000.00) only upon the execution, filing and adoption of this Terms of Settlement.
  
  - b. The remaining Fifty Million Naira (~~₦~~50,000,000.00) only shall be paid in two (2) installments as follows:
    - i. Twenty Five Million Naira (N25,000,000.00) only on or before the 30<sup>th</sup> day of April, 2021.
  
    - ii. Twenty Five Million Naira (N25,000,000.00) only on or before the 30<sup>th</sup> day of July, 2021.

3. That this payment is final settlement of all the claims against the Defendants by the Claimant and her Contractors.
4. That all parties in this Suit by virtue of these Terms of Settlement waive and forfeit all or any other claims against each other.
5. That this Terms of Settlement be entered as Consent Judgment.

**This is the Consent Judgment of this Court.**

**Delivered today the \_\_\_ day of \_\_\_\_\_ 2021 by me.**

---

**K.N. OGBONNAYA**  
**HON. JUDGE**