

**IN THE HIGH COURT OF JUSTICE OF THE F. C. T.**  
**IN THE ABUJA JUDICIAL DIVISION**  
**HOLDEN AT APO, ABUJA**  
**ON WEDNESDAY THE 06<sup>TH</sup> DAY OF APRIL 202**  
**BEFORE HIS LORDSHIP: HON. JUSTICE ABUBAKAR HUSSAINI MUSA**  
**JUDGE**

**SUIT NO: FCT/HC/CV/2929/2020**

**BETWEEN:**

**LABAM AFRICA LIMITED**

**CLAIMANT**

**AND:**

**1. BRAINS AND HAMMERS LIMITED**

**2. MINISTER OF THE FEDERAL CAPITAL TERRITORY**

**DEFENDANT**

**CONSENT JUDGMENT**

**C. B. NwoguEsq. with I. C. Nnamdi-Okonkwo Esq. holding the brief of ElokaOkoyeEsq.:** appears for the Claimant.

**Simon C. JohnEsq.with O. Irene Esq.**appears for the 3<sup>rd</sup>Defendant.

**Counsel for the Claimant:**We have a Notice of Discontinuance in favour of the 2<sup>nd</sup> Defendant.

However, there is an error in saying all the Defendants. We hereby apply to correct same orally to read only the 2<sup>nd</sup> Defendant. It is dated 5/4/2022 and filed same date.

**COURT:**

Notice of Discontinuance dated 5/4/2022 in favour of the 2<sup>nd</sup> Defendant is hereby granted as prayed.

**Counsel for the Claimant:**We have before the Court a Memorandum of Settlement dated 16/3/2021 and filed 18/3/2021. We wish to adopt same as Consent Judgment in this case.

**Counsel for the Defendant:**No objection.

**COURT:** By a Writ of Summons dated and filed on the 16<sup>th</sup> of October, 2020, the Claimant sued the Defendant claiming the following reliefs:-

1. *A Declaration that the Claimant is entitled to a statutory right of occupancy over the land lying and situate at Plot No. 6 Kukwaba District, Cadastral Zone B00 Abuja, Federal Capital Territory, measuring approximately 6.9 hectares.*
2. *A Declaration that the 1<sup>st</sup> Defendant's entry into the Claimant's land lying and situate at Plot No. 6 Kukwaba District, Abuja, Federal Capital Territory, measuring approximately 6.9 hectares is illegal and amounts to trespass and encroachment of the Claimant's land.*
3. *An Order of Perpetual Injunction restraining the 1<sup>st</sup> Defendant, its servants, privies, anyone claiming through or under them from further entering into the Claimant's land and from further committing any other acts of trespass thereon.*
4. *An Order of this Honourable Court awarding the sum of ₦100,000,000.00 (One Hundred Million Naira) against the 1<sup>st</sup> Defendant's (ONLY) for trespassing and encroaching on the Claimant's land situate at Plot No. 6 Kukwaba District, Abuja, Federal Capital Territory.*
5. *And for such further relief(s) as this Honourable Court may deem fit to make in the circumstances.*

This matter came up before this Court today, the 6<sup>th</sup> of April, 2022 and the parties informed this Court that the parties have resolved their differences and have filed their Memoandum of Settlement. The following is the said Memoandum of Settlement:-

### **MEMORANDUM OF SETTLEMENT**

**WHEREAS** the Claimant herein instituted this Action against the 1<sup>st</sup> and 2<sup>nd</sup> Defendants claiming the reliefs as contained on the face of the Writ.

**WHEREAS** FIRSTTRUST Mortgage Bank Plc by the Motion No. M/474/2021 applied to be joined as the 3<sup>rd</sup> Defendant.

**WHEREAS** the parties herein see reasons to resolve the pending issues of litigation, suing for Settlement Out-of-Court.

**NOW THE PARTIES** have resolved and agreed firmly as follows:

- a. That part of the 3.5 hectares transferred to the 1<sup>st</sup> Defendant will be used for Health Farm by the 1<sup>st</sup> Defendant to reflect the purpose clause of the initial grant.
- b. That the parties herein are to maintain the boundaries as agreed in 2012 between the Claimant and FBN Mortgages Limited (now FIRSTTRUST Mortgage Bank Plc) when the 4.05 hectares was transferred as shown on the survey plan annexed hereto.
- c. That the sum of Twenty Million Naira (~~₦~~20,000,000.00) will be paid to the Claimant by FIRSTTRUST Mortgage Bank Plc upon execution of the Memorandum of Settlement.
- d. That the Claimant shall take all necessary steps to terminate Suit No. FCT/HC/CV/V2929/2020 instituted against the Defendants, by first initiating a Motion for DISCONTINUANCE against the 2<sup>nd</sup> Defendant at the next adjourned

date. Thereafter, file the executed Memorandum of Settlement and adopt same in open Court.

- e. The Claimant by the foregoing provisions shall at all material times provide FIRSTTRUST Mortgage Bank Plc and Brains and Hammers Limited with necessary documents/assistance towards the perfection of the approval to subdivision granted FIRSTTRUST Mortgage Bank Plc by the 2<sup>nd</sup> Defendant.
- f. The Claimant undertakes at all material times to indemnify both FIRSTTRUST Mortgage Bank Plc and Brains and Hammers Limited in the event of any/all breach of the terms of this Memorandum of Settlement thus either of the affected party shall enforce (jointly or severally) this Memorandum of Settlement against the defaulting party.
- g. The Claimant shall henceforth not interfere with the Defendants' use, and enjoyment of peaceful possession or ownership of the said plot of land.
- h. The Parties hereby agree that this Memorandum of Settlement shall be binding on the parties and should be entered as the **Consent Judgment before this Honourable Court.**

We urge this Honourable Court to hold so.

Dated this 16<sup>th</sup> day of March, 2021.

Parties to the suit and their respective Counsel duly executed the Memorandum of Settlement.

**COURT:**The Memorandum of Settlement dated 16/3/2021 and filed on 18/3/2021 as adopted this afternoon by the Claimant's Counsel and same was concurred by the Defendant's Counsel is hereby granted as the Consent Judgment in this case.

**HON. JUSTICE A. H. MUSA  
JUDGE  
06/04/2022**