

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY,
IN THE ABUJA JUDICIAL DIVISION,
HOLDEN AT COURT NO. 7 APO, ABUJA.
BEFORE HIS LORDSHIP: HON. JUSTICE O. A. MUSA.**

SUIT NO. FCT/HC/CV/1070/2021

BETWEEN:

MOHAMMED CHERIF DIABETE APPLICANT

AND

RAZAK MOHAMMED BELLO RESPONDENT

CONSENT JUDGMENT

DELIVERED ON 2ND DECEMBER, 2021

The Applicant initiated this suit against the Respondent via Originating Motion brought Pursuant to section 35(1) (2) and (3) of the Fundamental Rights (Enforcement Procedure) Rules 2019; Articles 5, 6, and 12 of African Charter on Human and People's Rights and Under the inherent Jurisdiction of this Honourable Court as preserved by Section 46 of the 1999 Constitution (As amended) dated and filed 15th day of June, 2021, the Applicant has sued the Respondent seeking for the following reliefs:-

- a. A Declaration that the unlawful threats issued by the Respondent over various telephone conversations

with the Applicant is unconstitutional and in total contravention of the Applicant's fundamental right to life as guaranteed and protected by the 1999 Constitution (as amended).

- b. A Declaration that the business relationship between the Applicant and the Respondent is purely civil in nature.
- c. An Order of Perpetual Injunction restraining the Respondent, his agent or privies however and howsoever described from further treating and harassing the Applicant forthwith.
- d. An order of perpetual injunction restraining the Respondents, his servants, agent howsoever described from using officers of the Police , the Economic and Financial Crimes Commission (EFCC) or any other law enforcement agency from arresting , detaining or in any way interrogating the Applicant on the issue relating to the business transaction between the Applicant and the Respondent which is civil in nature.
- e. The sum of N5, 000,000.00 (Five Million Naira) only being damages for the violation of the Applicant's Rights as enshrined in the constitution.
- f. And such further or other order(s) as the Honourable Court may deem fit to make in the circumstance.

Upon entering of appearance and with the advice of counsel to both parties, the Applicant's counsel on the 2nd day of December, 2021 informed the court that both parties have reached an amicable settlement and have filed the terms of settlement dated 22nd June, 2021 and filed same date; all parties alongside the respected counsel have signed the terms of settlement. He wishes to adopt same as the consent judgment of the court.

On the other hand, the respondent's counsel confirmed the position and also urged the court to adopt it as consent judgment of the court.

It is hereby ordered as follows:-

1. That the Applicant has agreed to pay to the Respondent the sum of N200, 000,000.00 (Two Hundred Million Naira) Only as full and final settlement of the Applicant's indebtedness to the Respondent.
2. That the said sum of N200, 000,000.00 (Two Hundred Million Naira) shall be paid in the following manner:-
 - a. The sum of N10, 000,000.00 (Ten Million Naira) at the time of signing this terms of settlement.
 - b. The sum of N10, 000,000.00 (Ten Million Naira) every 3 months with effects from the 1st of June, 2021 until the amount is fully liquidated.

c. That the Respondent shall, upon the receipt of the First N10, 000,000.00 (Ten Million Naira), withdraw all Petitions written against the Applicant to the EFCC, Police or any law enforcement agency.

d. That the Respondent shall in addition to paragraphs 3 above, deliver back to the Applicant's solicitors all postdated cheques in possession of the Respondent and an endorsed copy of the letter withdrawing all petitioners against the Applicant at the EFCC, the Police or any law enforcement agency.

e. That such postdated cheques shall not be handed over to the Applicant until the full and final liquidation of the entire sum of N200, 000,000.00 (Two Hundred Million Naira) in the way and manner as provided in paragraph 2(a) and (b) above.

f. That as long as the Applicant does not default in any of the installments, the Respondent shall not do anything prejudicial or detrimental to the Applicant's freedom of movement and carrying on his lawful business without any form of harassment and molestation.

g. That both parties have agreed that the sum of N200, 000,000.00 (Two Hundred Million Naira) is the full and final

settlement of the Applicant's financial commitment to the Respondent.

h. That both parties have equally by this term of settlement agreed that the above terms be adopted as the judgment of this Honourable Court binding on all parties.

3. That the said terms of settlement adopted by both parties in this suit is hereby taken as adopted, and same is taken as the Consent Judgment of the Court which shall be binding on all the parties to it. And none of the parties shall go outside the terms of this settlement; failure for doing so shall attract a very serious sanction.

APPEARANCE

Lomdah Dan Nwazim, Esq. for the Applicant

James Oyigoga Oyaje, Esq. with Rolan N. Tanduwar, Esq.
for the Respondent.

Sign
Hon. Judge
02/12/2021