

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

THIS WEDNESDAY, THE 14TH DAY OF DECEMBER, 2021

BEFORE: HON. JUSTICE ABUBAKAR IDRIS KUTIGI – JUDGE

SUIT NO: GWD/CV/65/2021

BETWEEN:

MR. FRIDAY ASUELIMEN PLAINTIFF

AND

UNITED BANK FOR AFRICA PLC DEFENDANT

JUDGMENT

The Plaintiff's claims as contained in the statement of claim filed in the Court's Registry on the 25th June, 2021 are as follows:

- a. A Declaration that the plaintiff is entitled to the sum of One Hundred and Eighteen Thousand Naira (N118, 000) only being the money withdrew (sic) from his account without any approval.**
- b. An order of this court compelling the Defendant to revert the aforesaid sum of One Hundred and Eighteen Thousand Naira (N118, 000) only back to the plaintiff's account No. 2117420013 United Bank for Africa Plc, Gwagwalada Branch – Abuja.**
- c. The sum of Ten Million Naira (N10, 000, 000) only being general damages for the breach of contract and the psychological trauma the Defendant subjected the plaintiff to.**

d. The sum of One Hundred Thousand Naira (N100, 000) only being the cost of this litigation.

The originating court processes were duly served on the Defendant. The Defendant in response filed a statement of defence dated 12th October, 2021 and filed same date at the Court's Registry. The matter first came up on the 10th November, 2021 when plaintiff's counsel informed the Court that both parties were discussing amicable settlement of the matter out of court. The case was adjourned to 9th December, 2021 for Report of Settlement. On the 14th December, 2021, counsel to the defendant informed the court that the matter has been amicably settled out of court and to that effect, Terms of Settlement dated 8th December, 2021 was filed in the Court's Registry on the 9th December, 2021 and which both sides agree should be entered as Consent Judgment in the action.

The Terms of Settlement as mutually agreed by the parties are in the following terms:

- “1. That the Plaintiff is a customer of the Defendant and has been operating his account with the Defendant for a couple of years.**
- 2. That the Defendant is desirous of maintaining a cordial banking relationship with the Plaintiff especially considering his status as a senior citizen (a pensioner) and in consideration of the Defendant's position as a responsible and considerate corporate entity.**
- 3. That the Defendant is not responsible, liable or at fault in any way whatsoever for the loss of the said sum of N118, 000.00 (One Hundred and Eighteen Thousand Naira) only from the Plaintiff's account.**
- 4. However, the Defendant is desirous of assisting the Plaintiff to ameliorate the loss of the said amount of N118, 000.00 (One Hundred and Eighteen Thousand Naira) only from his account domiciled with the Defendant.**
- 5. That in pursuit of this desire, the Defendant has agreed to credit the sum of N100, 000.00 (One Hundred Thousand Naira) only to the Plaintiff's account number 2017420013 domiciled with the Defendant to**

enable the Plaintiff continue operating the account as a customer of the Defendant.

- 6. That the credit of the sum of N100, 000.00 (One Hundred Thousand Naira) only to the Plaintiff's account by the Defendant is final and extinguishes ALL the Plaintiff's claims in this suit and as regards this matter, AND the Defendant shall not bear or countenance any other demand(s) and/or expense(s), that the Plaintiff may make or may have made in pursuit of this suit.**
- 7. That it is in pursuit of clothing the law with a human face that the Defendant has decided to consider the Plaintiff's condition and circumstance in deciding on this course of settlement.**
- 8. That both parties, the Plaintiff and the Defendant, agree irrevocably that the Defendant shall credit the Plaintiff's account with the sum of One Hundred Thousand Naira (N100, 000.00) only in full and final settlement of this suit and all claims thereto, upon execution of these terms of settlement, and adoption as consent judgment by this Honourable Court.**
- 9. That these terms of settlement, predicated on the consent of both parties, shall be the judgment of this Honourable Court.**
- 10. That both parties herein shall be bound by the consent judgment of this Honourable Court."**

The above terms were duly executed by the parties in the matter and their respective counsel. The primary responsibility of a court of law qua justice is to encourage parties to settle matters out of court. Where parties settle a matter out of court and then prepare terms of settlement which they embody in a document and apply to court for same to be entered as consent judgment in the action, the duty of court at that point is limited to giving effect to the express intention of parties as embodied in the filed terms of settlement.

Accordingly the Terms of Settlement dated 8th December, 2021 and filed in the Court's Registry on the 9th December, 2021 and duly executed by the parties and their respective counsel is hereby entered as Consent Judgment in this action.

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Hon. Justice A.I. Kutigi

Appearances:

- 1. S.M. Attah, Esq., for the Plaintiff.**
- 2. Obinna Mbata, Esq., for the Defendant.**