

**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

UIT NO: GWD/CV/100/2021

BETWEEN:

REGIS INTEGRATED SERVICES LTD PLAINTIFF

AND

**1. STRATEGIC MEDIA CONSULT LTD
2. CHIFY RESOURCES NIG. LTD
3. ABDULLAHI KASHERE** } **..... DEFENDANT**

JUDGMENT

The Plaintiff's claims by an Amended Writ of Summons and Statement of claims dated 2nd December, 2021 and filed in Court's Registry on 10th December, 2021 are as follows:

- i. A declaration that the claimant is the rightful owner seized of the full proprietary interest and rights and is, at all material time in effective physical possession of plots MF3046, MF3285, MF2057, MF2059, MF3256, MF3257, Plot 2095, Plot 2096 all lying serially and situate within SABON LUGBE EAST EXTENSION LAYOUT, Sabon-Lugbe, Abuja.**

- ii. A declaration that the claimant is entitled to an undisturbed and peaceable possession of plots MF3046, MF3285, MF2057, MF2059, MF3256, MF3257, Plot 2095, Plot 2096 measuring approximately 1**

hectare, the subject matter of this suit without interference from third parties.

- iii. **A declaration that the Defendants are trespassers to the Claimant's property lying and situate at plots MF3046, MF3285, MF2057, MF2059, MF3256, MF3257, Plot 2095, Plot 2096 known and properly described at all material time in the Right of Occupancy and Title deed Plan.**
- iv. **An order of perpetual injunction restraining the Defendants, their agents, privies, allies, legal or personal representatives or any other person or persons howsoever described from trespassing, encroaching or otherwise interfere with the ownership and possessory rights of the claimant over plots MF3046, MF3285, MF2057, MF2059, MF3256, MF3257, Plot 2095, Plot 2096, the subject of this suit.**
- v. **An order of this Honourable Court restraining the defendants from claiming or asserting spurious claims over plots MF3046, MF3285, MF2057, MF2059, MF3256, MF3257, Plot 2095, Plot 2096, the subject of this suit.**
- vi. **An order of this Honourable Court mandating the defendants to immediately vacate the claimant's property lying and situate at plots MF3046, MF3285, MF2057, MF2059, MF3256, MF3257, Plot 2095, Plot 2096 all lying and situate within Sabon Lugbe East Extension layout, the subject of this suit.**
- vii. **Damages in the sum of N50, 000, 000.00 (Fifty Million Naira) only against the Defendants for the unlawful occupation, trespass, encroachment and flagrant denial and obstruction of the claimant's right to take full possession of his property.**
- viii. **The sum of N1, 000, 000. 00 (One Million naira) only being the cost of this suit.**

It is relevant to point out that the plaintiff initially commenced this action against six (6) defendants but subsequently discontinued the action against 3rd – 5th Defendants on Record and their names were accordingly struck out.

It is equally pertinent to note that Abdullahi Kashere applied to join the action and by order of court granted on 1st December, 2021, he was joined as a Defendant to the action.

Counsel for parties then informed court that they were disposed to working on an amicable settlement of the case out of court and wanted time to do so which the court granted.

When the matter came up on 14th December, 2021, counsel for all parties informed court that parties have consensually agreed to settle the matter and have prepared terms of settlement dated 2nd December, 2021 and filed at the Court's Registry on 10th December, 2021.

Learned counsel for all parties then applied that the **Terms of Settlement** filed in the Court's registry be entered as consent judgment in the case. The Terms of Settlement as mutually agreed by parties are in the following terms:

- “1. The Claimant’s Managing Director and Chief Executive Officer shall, for the specific purpose of this action act for the claimant and also represent its interest and, to that end, enter into negotiations, engage in discussions, broker agreement, reach compromise and execute a mutually beneficial, legally binding and enforceable agreement with the defendants or their assigned representative(s).**
- 2. The 1st Defendant’s Managing Director and Chief Executive Officer shall, for the specific purpose of this action act for the 1st Defendant and to that end, enter into negotiations, engage in discussions, broker agreement, reach compromise and execute a mutually beneficial, legally binding and enforceable agreement with the claimants or any of their assigned representative(s).**
- 3. The 2nd Defendant’s Managing Director and Chief Executive Officer shall, for the specific purpose of this action act for the 2nd Defendant and to that end, enter into negotiations, engage in discussions, broker agreement, reach compromise and execute a mutually beneficial, legally binding and enforceable agreement with the claimants or any of their assigned representative(s).**
- 4. The 3rd Defendant shall, for the specific purpose of this action act for himself and, to that end, enter into negotiations, engage in discussions,**

broker agreement, reach compromise and execute a mutually beneficial, legally binding and enforceable agreement with the claimant, 1st and 2nd Defendants or any of their assigned representative(s).

IT IS FURTHER AGREED AS FOLLOWS THAT:

- a. Plots Nos. MF3046 and 3285 are to be ceded to the claimant who shall in turn retain and enjoy full possessory rights and interest thereon.**
 - b. Plots 2095, 2096, MF2057 and MF2059 are to be ceded to the 2nd Defendant who shall in turn assume and exercise full possessory right and interest thereon.**
 - c. Plots MF3256 and MF3257 are to be ceded to the 1st defendant who shall in turn retain and enjoy full possessory rights and interest thereon.**
 - d. That the claimant shall give the 3rd Defendant the sum of three million naira (N3, 000, 000) only as full and final payment for plots (sic) MF2057.**
 - e. The claimant hereby withdraws Relief G and H ensconced in the claimant's statement of claim.**
 - f. That all the parties shall bear their respective cost of this action.**
- 5. The terms and conditions herein ensconced shall have peremptory, binding and legally enforceable effect on all the parties herein named and/or captured as well as their heirs, privies, assigns, representatives and any other person or persons acting for or claiming through them.**
 - 6. That the above shall operate as the terms of settlement which are mutually agreed upon by parties to the suit completely weaned of duress howsoever par lanced.**
 - 7. The claimant and the Defendants have also consented that the terms herein mutually agreed upon and set out above should be made the Judgment of the Honourable Court in the present suit."**

The above terms were duly executed by the parties and or their representatives 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 2nd December, 2021 and filed in the Court's Registry on the 10th December, 2021 and duly executed by the Parties/Representatives and their respective counsel is hereby entered as Consent Judgment in this action.

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Hon. Justice A.I. Kutigi

Appearances:

- 1. V.O. Olugbami, Esq., for the Claimant.**
- 2. Hannatu Bahago (Miss) for the 1st Defendant.**
- 3. Kenneth Chidozie, Esq., for the 2nd and 3rd Defendants.**