

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT MAITAMA

BEFORE HIS LORDSHIP: HON. JUSTICE Y. HALILU

COURT CLERKS : JANET O. ODAH & ORS

COURT NUMBER : HIGH COURT NO. 14

CASE NUMBER : SUIT NO: CV/964/2021

DATE: : WEDNESDAY 15TH DECEMBER, 2021

BETWEEN:

CATH DE REINA LIMITED PLAINTIFF

AND

**JABI MALL DEVELOPMENT
COMPANY LTD (Trading under the
name and style of Jabi Lake Mall) } DEFENDANT**

CONSENT JUDGMENT

By a Writ of Summons dated and filed on the 26th March, 2021, the Plaintiff claims against the Defendant as follows:-

1. A Declaration that the continued interference with the Plaintiff's tenancy by the Defendant is unlawful as it violates the Plaintiff's right to enjoy peaceful and quiet possession of shop No. L22 JabiLake Mall, Abuja.
2. A Declaration that the Plaintiff is not under obligation to pay rent for the period of 93 days when the electricity supply to shop No. L22 Jabi Lake Mall, Abuja was disconnected by the Defendant and without the Plaintiff's consent.

3. A Declaration that the Plaintiff is entitled to the refund of the sum of N4,000,000.00 (Four Million naira) being the amount paid to the Defendant's agent for the setting up of the shop.
4. A Declaration that by virtue of paragraph 18.1 of the lease agreement executed between the Plaintiff and the Defendant, the Plaintiff is exempted from the obligation to pay rent from the March, 2020 as a result of force majeure occasioned by covid 19 pandemic and the consequential directive of the government of the Federal Republic of Nigeria ordering lockdown of shops and public places.
5. An Order of this Honourable Court ordering the Defendant to immediately refund the sum of N4,000,000.00 (Four Million Naira) being

payment made for setting up of the shop No. L22 Jabi lake Mall, Abuja.

6. An Order of this Honourable Court restraining the Defendant from further interfering with the Plaintiffs peaceful and quiet possession of shop No. L22 Jabi Lake Mall, Abuja until the tenancy is determined in accordance with the law and pending the hearing and determination of this case.

COURT:-

Midway into the hearing of this suit, parties indicated desire to settle out of court in consequence of which Terms of Settlement was filed and same adopted by the respective counsel for the Plaintiff and Defendant and court was urged to enter same as Consent Judgment.

Parties are always at liberty to find a common ground to leverage on as basis for settling their differences. Once such parties reach consensus and proceed to file Terms of Settlement, the duty of court only shall be to give judicial blessings to such Terms by affixing judicial limbs and infusing judicial blood into such Terms of Settlement to give it life and make same judicially efficacious and binding on the parties. I have seen the Terms of Settlement dated the 30th November, 2021 but filed today the 15th December, 2021.

Both parties have clearly indicated there desire to settle and have settled by urging the court to affix judicial seal into the said Terms of Settlement.

Accordingly, judgment is hereby entered for both parties as per the said **TERMS OF SETTLEMENT** duly signed by parties which has been witnessed by the respective witnesses.

May God help.

Justice Y. Halilu
Hon. Judge
15th December, 2021

APPEARANCE

FIDEL BASSEY, ESQ. – for the Plaintiff.

F. K KHAMAGAM, ESQ. – for the Defendant.