

**IN THE HIGH COURT OF JUSTICE OF THE F. C. T.**  
**IN THE ABUJA JUDICIAL DIVISION**  
**HOLDEN AT APO, ABUJA**  
**ON WEDNESDAY THE 13<sup>TH</sup> DAY OF OCTOBER, 2021**  
**BEFORE HIS LORDSHIP: HON. JUSTICE ABUBAKAR HUSSAINI MUSA**  
**JUDGE**

**SUIT NO: FCT/HC/CV/071/2021**

**BETWEEN:**

**ADAH OMACHI PHILIP**

**CLAIMANT**

**AND:**

**ABUJA ELECTRICITY DISTRIBUTION  
COMPANY PLC (AEDC)**

**DEFENDANT**

**CONSENT JUDGMENT**

**C. O. Ogbu Esq.:** appears for the Claimant. We apologise for his absence.

Iregunima Lawrence Joseph appears for the Defendant. We apologise for its absence.

**Counsel for the Claimant:** The matter is for report of settlement. Parties have settled and same was reduced into writing filed on 12/10/2021. We seek to adopt same and urge the Court to accept it as Consent Judgment.

**Counsel for the Defendant:** I concur with the position of the Claimant's Counsel.

**COURT:** By a Writ of Summons dated the 13<sup>th</sup> of January, 2021 and filed on the 14<sup>th</sup> of January, 2021, the Claimant sued the Defendant claiming the following reliefs:-

1. A Declaration that the Defendant's notice of disconnection of Claimant's electricity from the electricity grid on 12<sup>th</sup> November, 2020 is unlawful, illegal, null and void and of no effect whatsoever.

2. A Declaration that the Defendant's disconnection of Claimant's electricity meter number 07099544327 from the electricity grid on 12<sup>th</sup> November, 2020 is unlawful, illegal, null and void.
3. An Order setting aside the Notice of Disconnection dated 12<sup>th</sup> November, 2020.
4. An Order directing the Defendants to connect the Claimant's meter number 07099544327 to the electricity grid immediately.

Alternatively;

An Order directing the Defendants to provide and install at the Defendant's expense a new functional prepaid electricity meter on the Claimant's residence **AT NO. 19 ADEGBAYI CRESCENT, GBAZANGO, KUBWA, ABUJA, FCT** and transfer the balance of the Claimant's unit in the Claimant's old meter to the new meter immediately.

5. An Order of perpetual injunction restraining the Defendants from calculating, or serving on, or demanding the payment of any electricity bill from the Claimant in the absence of a correctly functional prepaid meter that will precisely compute the electricity consumption of the Claimant.
6. An Order of perpetual injunction restraining the Defendants, their agents from tampering with the Claimant's electricity.
7. An Order directing the Defendants to write a letter of apology to the Claimant and publish same in two national dailies.
8. Special damages assessed at ~~N~~200,000 (Two Hundred Thousand Naira) only being the value of groceries that were in Claimant's freezer, and which groceries

were destroyed due to the Defendant's wrongful, unlawful, and unwarranted disconnection of Claimant's house from the electricity grid.

9. General damages of ₦20,000,000 (Twenty Million Naira) only for the Claimant's loss of esteem and rating in the eyes of his neighbours, unwarranted mental, psychological, and physical hardships, inconveniences, deprivations and embarrassments occasioned the Claimant and his family members by the action of the Defendant in disconnecting the Claimant's electricity meter on spurious allegation and the high handed, oppressive, and arbitrary attitude of the Defendant in wrongfully disconnecting the Claimant's electricity supply in disregard of, and notwithstanding their knowledge of the wrongfulness of its agent's actions.
10. The cost of prosecuting this suit assessed at ₦3,000,000 (Three Million Naira) only.

On the 24<sup>th</sup> of March, 2021, learned Counsel for the Claimant informed the Court that the Defendant had approached the Claimant and that the latter was not averse to the settlement the former was proposing. The Court, accordingly, adjourned the matter to 28/04/2021 for report of settlement or hearing.

On the 13/10/2021, the parties informed the Court that parties had settled and had filed, on the 12/10/2021, the Terms of Settlement. I have reproduced the Terms of Settlement verbatim thus:-

### **TERMS OF SETTLEMENT**

#### **WHEREAS**

the Claimant by a Writ of Summons dated the 14<sup>th</sup> of January, 2021 claimed against the Defendant as follows:-

1. A Declaration that the Defendant's notice of disconnection of Claimant's electricity from the electricity grid on 12<sup>th</sup> November, 2020 is unlawful, illegal, null and void and of no effect whatsoever.
2. A Declaration that the Defendant's disconnection of Claimant's electricity meter number 07099544327 from the electricity grid on 12<sup>th</sup> November, 2020 is unlawful, illegal, null and void.
3. An Order setting aside the Notice of Disconnection dated 12<sup>th</sup> November, 2020.
4. An Order directing the Defendants to connect the Claimant's meter number 07099544327 to the electricity grid immediately.

Alternatively;

An Order directing the Defendants to provide and install at the Defendant's expense a new functional prepaid electricity meter on the Claimant's residence **AT NO. 19 ADEGBAYI CRESCENT, GBAZANGO, KUBWA, ABUJA, FCT** and transfer the balance of the Claimant's unit in the Claimant's old meter to the new meter immediately.

5. An Order of perpetual injunction restraining the Defendants from calculating, or serving on, or demanding the payment of any electricity bill from the Claimant in the absence of a correctly functional prepaid meter that will precisely compute the electricity consumption of the Claimant.
6. An Order of perpetual injunction restraining the Defendants, their agents from tampering with the Claimant's electricity.

7. An Order directing the Defendants to write a letter of apology to the Claimant and publish same in two national dailies.
8. Special damages assessed at ₦200,000 (Two Hundred Thousand Naira) only being the value of groceries that were in Claimant's freezer, and which groceries were destroyed due to the Defendant's wrongful, unlawful, and unwarranted disconnection of Claimant's house from the electricity grid.
9. General damages of ₦20,000,000 (Twenty Million Naira) only for the Claimant's loss of esteem and rating in the eyes of his neighbours, unwarranted mental, psychological, and physical hardships, inconveniences, deprivations and embarrassments occasioned the Claimant and his family members by the action of the Defendant in disconnecting the Claimant's electricity meter on spurious allegation and the high handed, oppressive, and arbitrary attitude of the Defendant in wrongfully disconnecting the Claimant's electricity supply in disregard of, and notwithstanding their knowledge of the wrongfulness of its agent's actions.
10. The cost of prosecuting this suit assessed at ₦3,000,000 (Three Million Naira) only.

**AND WHEREAS** both parties have, voluntarily agreed to consent to settle issues giving rise to this suit and execute this Terms of Settlement which is to be filed in this Honourable Court and adopted as Consent Judgment.

**NOW THEREFORE**, it is hereby agreed by all parties as follows:

1. That a new pre-paid meter shall be installed for the Claimant and his property connected to electricity supply at no cost on the Claimant.

2. That no estimated bill shall be served on the Claimant or computed to the Claimant's new meter for the period the old meter was disconnected.
3. The recovery bill issued to the Claimant shall be reversed.
4. The Parties agree and accept that no action shall be brought in any Court of law in future for any cost, interest or claim whatsoever relating to and/or emanating from the cause of action that led to the institution of this matter.
5. The parties affirm and agree that any person executing the Terms of Settlement on their behalf has the full authority to do so.
6. That these Terms of Settlement constitutes the entire understanding between the parties concerning the subject matter thereof. Furthermore, no other prior or contemporaneous representations, inducements, promises, or agreement, oral or otherwise between the parties relating to the subject matter thereof and not embodied in this Deed of Settlement shall be of any force or effect.
7. **AND IT IS FURTHER** agreed that these Terms of Settlement upon being filed at the Registry of the High Court of Federal Capital Territory shall be adopted and entered as Consent Judgment of the Honourable Court in this suit.

Dated this 11<sup>th</sup> day of October, 2021.

Parties to the suit duly executed the Terms of Settlement with their Counsel signing as their respective witnesses.

### **COURT**

The Terms of Settlement reduced into writing and filed on 12/10/2021 which was adopted by Counsel to Claimant, C. O. Ogbu and prayed the Court to accept same as

Consent Judgment in this matter and same prayers was concurred to by Counsel to the Defendant Irangunima Lawrence Joseph is hereby granted as prayed today being 13/10/2021.

**HON. JUSTICE A. H. MUSA**  
**JUDGE**  
**13/10/2021**

**APPEARANCES:**  
**FOR THE CLAIMANT:**

**S. T. Momoh Esq.**  
**G. O. Elias Esq.**  
**C. O. Ogbu Esq.**

**FOR THE DEFENDANT:**

**Iregunima Lawrence Joseph Esq.**