

**IN THE HIGH COURT OF JUSTICE OF THE F. C. T.**  
**IN THE ABUJA JUDICIAL DIVISION**  
**HOLDEN AT APO, ABUJA**  
**ON THURSDAY THE 04<sup>TH</sup> DAY OF NOVEMBER 2021**  
**BEFORE HIS LORDSHIP: HON. JUSTICE ABUBAKAR HUSSAINI MUSA**  
**JUDGE**

**SUIT NO: FCT/HC/CV/1328/2021**

**BETWEEN:**

**FELIX EMEKA KATCHY ESQ.**

**CLAIMANT**

**AND:**

**KEYSTONE BANK LIMITED**

**DEFENDANT**

**CONSENT JUDGMENT**

**C. M. Opara-Nestor Esq.:** appears for the Claimant. We apologise for the Claimant's absence.

**C. N. MadukaEsq.** appears for the Defendant. We apologise for its absence.

**Counsel for the Claimant:**We have before you the Terms of Settlement and urge the Court to enter Judgment as per the terms.

**Counsel for the Defendant:**That is the true position and we have no objection.

**COURT:** By a Writ of Summons dated the and filed on the 17<sup>th</sup> of June, 2021, the Claimant sued the Defendant claiming the following reliefs:-

1. A Declaration that the Claimant is a customer of the bank with account number 6027685961 domiciled in Asokoro, Abuja, FCT.
2. A Declaration that the Claimant was issued with an Automated Teller Card (ATM card) with ATM card number 5559 4050 4081 2922 in respect of 6027685961 domiciled in the Defendant.

3. A Declaration that the Claimant was denied access to his account with account number 6027685961 on the 1<sup>st</sup> of February, 2021, 14<sup>th</sup> February, 2021 and 4<sup>th</sup> of March, 2021 by the Defendant without lawful justification.
4. A Declaration that the freezing, restricting, and blocking of the Claimant's account with number 6027685961 domiciled in the Defendant's Asokoro branch since January, 2021 and the continual freezing, restricting and blocking of the Claimant's account till date without an order of Court is unlawful, illegal, unconstitutional and amounts to a breach of contract and duty of care owed the Claimant.
5. A Declaration that the Claimant's fundamental right to hold and enjoy property as enshrined in section 44 of the Constitution of the Federal Republic of Nigeria (as amended) and Article 14 of the African Charter on Human and Peoples' Rights (Ratification and Enforcement) Act was breached by the Defendant when it placed a restriction on the Claimant's account without an order of Court.
6. An Order of this Honourable Court directing the Defendant to issue the Claimant with a letter of apology for the embarrassment caused the Claimant as a result of the restriction placed on the account of the Claimant.
7. An Order of this Honourable Court directing the Defendant to publish a letter of apology on any national daily circulating in Minna, Niger State and the Abuja , FCT for the embarrassment caused the Claimant as a result of the restriction placed on the account of the Claimant.
8. An Order of this Honourable Court directing the Defendant to pay the Claimant the sum of Twenty-Five Million Naira only (₦25,000,000.00) for illegally and

arbitrarily blocking, freezing and restricting the Claimant's account without an order of a Court of competent jurisdiction.

9. Cost of Five Million Naira (~~₦~~5,000,000.00).
10. 10% post-judgment interest from the date of Judgment till the Judgment is fully liquidated.

On the 5<sup>th</sup> of October, 2021, learned Counsel for the parties informed the Court that the parties had started exploring the option of amicable settlement. The Court, accordingly, adjourned the matter to 04/11/2021 for report of settlement.

On the 04/11/2021, the parties informed the Court that parties had settled and had filed the Terms of Settlement. The following is the said Terms of Settlement:-

### **TERMS OF SETTLEMENT**

#### **WHEREAS**

1. The Claimant filed this suit on account of the facts contained therein in the Writ before this Honourable Court and upon said claim prayed inter alia for his account with the Defendant to be unfrozen and for damages.
2. The Defendant in her defence stated that the Claimant had failed to perfect documentation with it thereby exposing his account to attempts of access by online hackers thus causing Defendant to freeze the account in protection of same pending when Claimant shall physically visit the Defendant's customer service desk to complete his documentation.

3. Upon the advice of the Court in line with its Rules, parties hereto reduce their agreed terms in full and final settlement of this suit in this Term of Settlement.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Defendant shall unfreeze the account of the Claimant with number 6027685961 upon the Claimant visiting the Customer Care desk of the Defendant Bank to supply the requisite details for complete documentation with the Defendant.
2. In line with the allowable standard which Defendant can approve, the Defendant shall pay to the Claimant the sum of N100,000.00 (One Hundred Thousand Naira) only as cost of the action.
3. Upon compliance with the foregoing, this term shall be the final settlement of the dispute between the parties, thus, parties shall no longer litigate on this matter thereafter.
4. This shall be adopted as the consent judgment of the Court and shall be binding on all parties.

Dated this 22<sup>nd</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 as adopted by Counsel to both parties is hereby granted as Consent Judgment of this Honourable Court.

**HON. JUSTICE A. H. MUSA**  
**JUDGE**  
**04/11/2021**

**APPEARANCES:**

**FOR THE CLAIMANT:**

**OkeyAsiegbuObasiEsq.**  
**C. M. Opara-Nestor Esq.**

**FOR THE DEFENDANT:**

**C. N. Maduka Esq.**