

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT JABI
THIS 20TH OF OCTOBER 2021
BEFORE HIS LORDSHIP: THE HON. JUSTICE A.A FASHOLA
SUIT NO: FCT/HC/CV/246/2021

BETWEEN:

- 1. BOI INVESTMENT AND TRUST COMPANY LIMITED-----CLAIMANTS**
 - 2. SYSTEM FACILITY MANAGEMENT LIMITED (SPFM)**
- AND**
- BUOSHISHI INTERNATIONAL LIMITED-----DEFENDANT**

CONSENT JUDGMENT

By an originating process (**Writ of summons**) dated the 29th day of January, 2021, the claimants instituted an action under the undefended list procedure against the Defendant before the Honorable Court seeking the following reliefs:

- (1) AN ORDER directing the Defendant to pay the sum of N45,200,000.00 (forty five million two hundred thousand Naira) only being the arrears of rent owed by the Defendant in respect of House 2(3 Bedroom Terrace Duplex)at BOI Estate Extension, plot 3669, street maitama, Abuja, from year 2014 to 2021**
- (2) An Order directing the Defendant to pay 10% interest on the judgment sum until same is finally liquidated.**
- (3) Cost of this suit.**

I have read and considered the terms of settlement as reproduced below jointly executed by the parties which was presented to the Honourable Court for adoption as follows:

NOW IT IS HERREBY AGREED AS FOLLOWS:

That the parties (**Claimants and the Defendant**) herein, being desirous of settling the dispute in this matter amicably, have agreed as follows:

1. That the Defendant confirms that the current outstanding arrears of rent 2014 to 2021 on **House 2(3 Bedroom Terrace Duplex) at BOI Estate Extension, plot 3669, Thames Street, Maitama, Abuja is N45, 200,000.00(forty five million two hundred thousand naira)only.**
2. **That Defendant agreed to pay by installment the sum mention in (1) above as follows that:**
 - a. The sum of **N30, 000,000.00** (thirty million naira) only shall be paid to the Claimants within sixty (60) days upon the execution of this terms of settlement.
 - b. The remaining balance of **N 17,000,000** (Seventeen million naira) only shall be paid within three (3) months upon the receipt of the first payment mentioned in 2 (a) above.

c. That where the Defendant fails to pay within agreed period as stated in 2 (a) and/or (b) above, the Claimants shall be entitled to the immediate enforcement of the whole claim/reliefs as endorsed on the writ.

IT IS FURTHER AGREED AS FOLLOWS:

d. That the terms of settlement embodied in the Agreement shall be final and binding on the parties upon signing by their respective Counsel.

e. That this Term of settlement constitute the definitive agreement between the parties on the subject matter hereof and supersedes, cancels and amongst all prior agreements, Understanding, representations and undertakings relating to the subject matter hereof.

f. That the parties herein agreed that they have entered in to this agreement on their own volition.

g. That this Terms of Settlement shall be the judgment of this Honorable Court.

In view of the forgoing, terms of settlement filed on the 30th day of October 2021 duly signed by parties and counsel on

both side is hereby adjudged as Judgment of this honourable Court.

Appearances:

Lukeman Asimi with A.A Ibrahim for the Claimant

Maraim Nwechi for the Defendant.

Signed
Hon. Presiding Judge
20th/10/2021