

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY,
IN THE ABUJA JUDICIAL DIVISION,
HOLDEN AT COURT NO. 7, APO, ABUJA
BEFORE HIS LORDSHIP: HON. JUSTICE O.A. MUSA**

SUIT NO. PET/14/2020

BETWEEN:

ADEKUNLE- BABALOLA AYODELE --- PETITIONER

AND

BABALOLA ADEKUNLE SILVANUS --- RESPONDENT

CONSENT JUDGMENT

DELIVERED ON THE 14TH FEBRUARY, 2022

The petition was dated 21st January, 2020 and filed on the 22nd January, 2020 seeking for an order of Dissolution of the Marriage contracted with the Respondent on the grounds as contained in the Petition and also for Custody of the sole child of the marriage.

On the other hand, the Respondent in his answer dated and filed on the 23rd of February, 2021 equally prays the court for a Decree of Dissolution of the Marriage.

However the parties are desirous of reaching amicable settlement/resolution of the Ancillary reliefs sought in the petition and in compliance with the rules of this court, held a compulsory conference virtually on the 24th day of February, 2021 with their individual counsel present.

The parties to this petition having therefore reached a mutual understanding agree as follows:-

1. That the marriage between parties has broken down irretrievably and should therefore be dissolved by the Honourable Court.
2. That the Petitioner shall have and maintain full custody of the only child of the marriage, Miss Adekunle-Babalola Kavine Adedunmola, Four (4) Years until the age of 18 years or as soon as she attains the age of sound discretion and can make the choice of whom/ where she desires to live with/ stay.
3. That the Respondent shall have access to the child of the marriage and visitation rights and privileges at any time mutually agreed on by the parties.
4. Both the Respondent and the Petitioner shall jointly be responsible for the Child's education up to any level. The Child's school fees and any other academic needs shall be paid directly to the school which both the Respondent and the petitioner shall unanimously agree upon and nominate for and on behalf of the child. All other special payments and needs of the child shall be on demand as long as the Respondent have the means, and where the means are unavailable, the Petitioner shall take care of the special needs. However that it is not intended herein that the Respondent shall use the excuses of not having the means to continue to push the responsibility for such special needs to the Petitioner; in which case it shall become mandatory for the Respondent to pay for such special needs where he had defaulted on two consecutive occasions.

5. That in the event the Petitioner decides to change place of residence with the child of the marriage, the Petitioner shall have the right to do so and shall duly inform the Respondent of the change of residential address.
6. In the event the petitioner intends to relocate outside Nigeria for any reason and for the purposes of giving the child of the marriage, Miss Adekunle-Babalola Akavine Adedunmolaa better life and furthering her education, where this is the case, the Respondent hereby automatically consents to such relocation. However, upon relocation, the Petitioner confirms her ability to afford the educational expenses of the child in any such location she may move to.
7. Where further consent is required of the Respondent in writing for the purposes mentioned in paragraph 6 above, the Respondent must give the Petitioner such consent upon request.
8. The Petitioner shall at all times disclose to the Respondent, her address in the intended country of residence for the purpose of access to the child and will not unreasonably withhold consent whenever the Respondent wishes to see the child.
9. That the child of the marriage shall on request, visit the respondent and even spend some days in an agreed location and provided also that the respondent shall be responsible for the visitation logistics.
10. That both parties shall be jointly responsible for making major decisions regarding the maintenance, welfare and education of the child of the marriage based on quantum of contributions of both parties.

11. For the upkeep of the child, apart from paragraph (3) above, a monthly sum of Thirty Thousand Naira only (N30, 000) will be paid to the petitioner for the upkeep of the Child. The respondent shall exercise discretion on any increase as the child grows by age or relocates from Nigeria. On special occasion such as birthday, the petitioner and respondent shall mutually agree on how the birthday will be celebrated.
12. At any point the child may be required to study abroad, the Respondent and the petitioner shall discuss the options and have a mutual agreement to same and none of the parties shall withhold consent unreasonably. However this clause shall not apply where such schooling will entail the child of the marriage living apart from the petitioner before she attains 18 years or the age of sound discretion and can make the choice of whom/where she desires to live/stay.
13. That the respondent's parents are at liberty to visit the child of the marriage at any time provided that prior notice is given to the petitioner to that effect.
14. That Parties consent to these terms and request the court to make the requisite Order(s) in the terms agreed by the parties as per this Report with respect to the ANCILLARY RELIEFS sought in Petition No: PET/14/2020.

The terms of settlement between the parties as adopted in court in court is hereby entered as the consent Judgment of the court. I so hold.

Furthermore, all parties to this settlement term shall be binding by it. None of the party or parties shall have the right to opted out of it in further. Any attempt to do so by either of the parties shall be punished accordingly.

I so hold.

APPEARANCE

M. K. Fidelis Esq. for the Petitioner.

Johnson Omede Esq. for the Respondent.

Sign
Hon. Judge
14/02/2022