

**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. FCT/HC/CV/3051/2012

BETWEEN:

EMMANUEL OBIORA NWEKE

(Suing through his Attorney Tina UzoOkeke) PLAINTIFF

AND

MESSRS LAWAN IBRAHIM NIG. LTD. DEFENDANT

CONSENT JUDGMENT
DELIVERED ON 14TH FEBRUARY, 2022

The Plaintiff commenced this suit against the Defendant seeking jointly and /or severally the following reliefs thus:-

- i. An Order of court declaring the Plaintiff the rightful owner of the property described with beacon No. PB1112, PB1111, PB1115, PB1113 and PB7989 carved or demarcated from Plot 99 Kubwa Commercial Layout Kubwa, Abuja with TDP No. FCT/BZTP/LA/SO 138, stamped on 28th February, 2007 and further described in the Power of Attorney dated 1st May, 2004.
- ii. An order of court for perpetual Injunction restraining the Defendants, their privies, agents and servants or any

person(s) claiming under them, from trespassing or further trespassing on the subject matter forthwith.

- iii. An order of court for the payment of N432, 550.00 being financial cost lost in constructing fence on Plot 605 caused by the deceitful act of the Defendants.
- iv. General damages for trespassing on the subject matter in the sum of N500, 000.00 (Five Hundred Thousand Naira) only.
- v. An order for payment of cost of this action in the sum of N200, 000.00.

ALTERNATIVE CLAIM

- i. An order of court against the defendants for the payment of the sum of N10, 000,000.00 (Ten Million Naira) only being the current value of the subject matter of this suit to the Plaintiff.
- ii. An order of court for the payment of N432, 550.00 being financial cost lost in constructing fence on Plot 605 caused by the deceitful act of the Defendants.
- iii. General damages at the cost of N500, 000.00 for the breach of the contract terms.
- iv. An order for payment of cost of this action in the sum of N200,000.00

The Defendant, upon being served with the Plaintiff's processes also filed a statement of defence and counter-claims against the Plaintiff as follows:-

1. A declaration that the Plaintiff has woefully failed to prove through credible evidence that Plots 605 and 5301 are fake and therefore not entitle to any relief he is seeking.

2. A declaration that the 2nd Defendant is the rightful and beneficial owner of the entire Plot 99 Kubwa Commercial Layout comprising but not limited to land measuring about 550M2.

3. A declaration that the Plaintiff did not lawfully acquire interest in a land measuring about 550M2 specifically described in the purported irrevocable Power of Attorney dated 1st May, 2004.

4. A declaration that the purported transaction between the Plaintiff and the 1st Defendant as contained in the purported irrevocable Power of Attorney dated 1st May, 2004 is void ab initio. Or

Alternatively

5. A declaration that the Plaintiff having abandoned and varied the transaction earlier entered between them and the 1st defendant in respect of Plot 550M2 as evidenced in the purported irrevocable power of attorney dated 1st May, 2004, and having opted for, gotten and still holds on to

Plot 605, Kubwa Extension II layout and after having flagrantly breached the Memorandum of understanding dated 25th October, 2010, cannot fall back to lawfully claim the portion of Plot 99 measuring about 550M2, thereby resurrecting the already dead and buried transaction.

6. An order of the Court compelling the Plaintiff to collect from the Defendants the sum of N800,000.00 (Eight Hundred Thousand Naira) only being the sum purportedly paid for land measuring about 550M2 and to return the following Original documents of title of Plots 605 and 138 in her custody.

- i. Conveyance of Provisional Award of Plot 605 in favour of Bashiru Adamu dated 16/06/1995;
- ii. Acknowledgment in respect of document in No. I above dated 12/07/2007;
- iii. Bwari Area Council Development receipt dated 10/11/2003;
- iv. Right of Occupancy TDP with no FCT/BZTP/LA/SO 138 stamped on 22/02/2007.

7. An order directing the Plaintiff to return to the Defendants the original copy of Right of Occupancy TDP with No. FCT/BZTP/LA/SO 138 Stamped on 22/02/2007.

8. An order restraining the Plaintiff, his agents or assigns from harassing, embarrassing, intimidating, pestering or disturbing the Defendants in any manner.

9. The sum of N5, 000,000 as damages.
10. The sum of N2, 000,000.00 (Two Million Naira) only as cost of this suit.
11. And for such further or other orders as the court may deem fit in the circumstance of this case.

The Plaintiff and the Defendant have now reached an amicable settlement of their dispute and are desirous of resolving their dispute. In compliance, the parties file their respective terms of settlement dated 27th January, 2022.

Having study the term of settlement filed, I shall adopt same as the judgment of this court and I hereby entered same as follows:-

- a. That the Defendant shall pay to the Plaintiff the total sum of N4,000,000,00 (Four Million Naira) only in the following three (3) instalments:
 - i. The first instalment in the sum of N1,500,000.00 (One Million Five Hundred Thousand Naira) only shall be paid by the Defendant to the Plaintiff within one month after signing and adopting this terms of settlement in court;
 - ii. The second instalment in the sum of N1500, 000,00 (One Million Five Hundred Thousand Naira)only shall

be paid by the Defendant to the Plaintiff within one month after the payment of the first instalment;

iii. The third instalment in the sum of N1, 000.000.00 (One Million Naira) only shall be paid by the Defendant to the Plaintiff within one month after that payment of the second instalment.

b. That the Plaintiff shall return to the Defendant all the original title document that were given to her in connection of the transaction leading to the instant suit at the point of executing these terms of settlement and ahead of payment of first instalment.

c. The Plaintiff and the Defendant waive and abandon their respective claims and counter-claims in this suit against each other.

d. These Terms of settlement shall be the final Judgment in this case between the Plaintiff and the Defendant.

e. That the parties shall bear their respective costs.

APPEARANCE:

E. I. Nwude, Esq. with me O. E. Adeyemo, Esq. for the Plaintiff

A. R. Ajibade, Esq. for the Defendant.

Sign
Hon. Judge
14/02/2022