

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT JABI**

THIS TUESDAY, THE 22ND DAY OF FEBRUARY, 2022

BEFORE: HON. JUSTICE ABUBAKAR IDRIS KUTIGI – JUDGE

SUIT NO: CV/1399/2021

BETWEEN:

THE OYO STATE GOVERNMENT

(Suing through its Attorney, Olusola A. Adebimpe
Trading under the Name & Style of Adebimpe &
Associates)

..... **PLAINTIFF**

AND

DUNCAN INTERNATIONAL CARGO EXPRESS LTD ...DEFENDANT

JUDGMENT

The Plaintiff's claims as contained in the Writ of Summons and Statement of Claims dated 1st day of July, 2021 and filed in the Court's Registry on the 2nd day of July, 2021 are as follows:

- 1. An ORDER of this Honourable Court to the Defendant to immediately vacate the 191.6 square meters office space which the Defendant occupies in the property of the Plaintiff known as Oyo State House at Plot 77, Ralph Shodeinde Street, Central Business District, Federal Capital Territory, Abuja within the jurisdiction of this Honourable Court.**

- 2. An ORDER of this Honourable Court to the Defendant to pay the Plaintiff the outstanding and accumulated arrears of rent amounting to the sum of N14, 522, 000.00 (Fourteen Million, Five Hundred and**

Twenty-Two Thousand Naira) only which accumulated from 2014 to 31st day of October, 2021.

- 3. An ORDER of this Honourable Court to the Defendant to pay the Plaintiff mesne profit at the rate of N319333.00 (Three Hundred and Nineteen Thousand, Three Hundred and Thirty Three Naira) only per month being the on-going rate of the offices in the area from the 1st day of November, 2021 until vacant possession is delivered to the plaintiff.**
- 4. An ORDER of this Honourable Court to the Defendant to pay the Plaintiff the sum of N103, 783.00 (One Hundred and Three Thousand, Seven Hundred and Eighty Three Naira) only per month for service charge from the 1st day of November, 2021 until vacant possession is delivered to the Plaintiff.**
- 5. An ORDER of this Honourable Court to the Defendant to pay the Plaintiff the sum of N250, 000.00 for hiring the services of the law firm of Kelechukwu Okoroafor & Associates to prosecute this case.**
- 6. An ORDER of this Honourable Court to the Defendant to pay the Plaintiff N200, 000.00 cost of action.**

The originating court processes were duly served on the defendant. The defendant did not file any process in defence of the case. The matter came up on 2nd February, 2022 and counsel informed court that parties want to explore settlement out of court and sought for an adjournment which the court granted. The matter then came up on 22nd February, 2022 and counsel to both parties informed the court that the matter has been amicably settled out of court and that terms of settlement dated 1st February, 2022 was filed in Court's registry on the 7th February, 2022.

Learned counsel for the plaintiff and the defendant then applied that the terms of settlement filed in the Court's Registry be entered as consent judgment in the case. The Terms of Settlement as mutually agreed by parties are in the following terms:

- a. That the defendant having paid the sum of Three Million Naira (N3, 000, 000.00) on the 31st day of December, 2021 the plaintiff has agreed to**

its renewal of the yearly tenancy commencing on the 1st day of November, 2021 and terminates on the 30th October, 2022.

b. That at the calculation of the outstanding and accumulated arrears, the defendant agrees to its indebtedness of the sum of N14, 300, 000.00 (Fourteen Million, Three Hundred Thousand Naira) only to plaintiff and has committed to discharge same within seven months by paying in instalment as highlighted below:

1. Payment of Two Million Naira (N2, 000, 000.00) by 28th February, 2022.

2. Payment of Two Million Naira (N2, 000, 000.00) by 31st March, 2022.

3. Payment of Two Million Naira (N2, 000, 000.00) by 30th April, 2022.

4. Payment of Two Million Naira (N2, 000, 000.00) by 30th May, 2022.

5. Payment of Two Million Naira (N2, 000, 000.00) by 30th June, 2022.

6. Payment of Two Million Naira (N2, 000, 000.00) by 31st July, 2022.

7. Payment of Two Million Naira (N2, 000, 000.00) by 31st August, 2022.

c. That where the defendant defaults in discharging his allegation under this agreement the plaintiff will execute the judgment to recover any outstanding lost the ejection of the defendant from the offices he occupies.

d. The above terms shall be full and final settlement of all issues between the parties in this suit.

e. That the terms shall be adopted before this Honourable Court and shall be entered as the consent judgment of this court.

The above terms were duly executed by the parties in the matter and their respective counsel. It is stating the obvious that the primary responsibility of a court of law qua justice is to encourage parties to settle matters out of court.

Where parties settle and then prepare terms of settlement which they embody in a document and apply to court for same to be entered as consent judgment in the action, the duty of court at that point is limited to given effect to the express intention of parties as embodied in the filed terms of settlement.

Accordingly, the terms of settlement dated 1st February, 2022 and filed in the Court's registry on 7th February, 2022 and duly executed by the parties and their counsel is hereby entered as consent judgment in this action.

.....
Hon. Justice A.I. Kutigi

Appearances:

- 1. L.N. Chiadikaobi, Esq., for the Plaintiff.**
- 2. Abbas Shittu, Esq., for the Defendant.**