

IN THE HIGH COURT OF JUSTICE OF THE F.C.T.

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT KUBWA, ABUJA

ON MONDAY, THE 21ST DAY OF FEBRUARY, 2022

BEFORE HIS LORDSHIP: HON. JUSTICE K. N. OGBONNAYA JUDGE

SUIT NO.: FCT/HC/CV/1595/17

BETWEEN:

AYO YUSUF

PLAINTIFF

(Suing through his lawful Attorney Bello Raufu Akan'o)

AND

1. THE HONOURABLE MINISTER
FEDERAL CAPITAL TERRITORY

2. THE CHAIRMAN, KUJE AREA COUNCIL

3. KUJE AREA COUNCIL

4. THE INSPECTOR GENERAL OF POLICE

5. ALHAJI ADAMU MOHAMMED

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DEFENDANTS

BENCH JUDGMENT

On the 5th of May, 2017 the Plaintiff – Ayo Yusuf suing through his lawful Attorney – Bello Raufu Akan'o instituted this Suit claiming among other things the following:

- (1) That he is the legitimate Allottee of the land Plot No 941A CAD Zone AAI located at Kuje, old file No. KW 1438 and ne file No. 45106**

dated 16th June, 2016. (Hereafter called the Res).

- (2) He wants an Order restraining the 1st – 4th Defendants, their agents, privies, servants and staffs from demolishing the said Res.**
- (3) He also wants an Order restraining the 1st – 5th Defendants, their agents, servants, privies etc from interfering with his possessory right and peaceful possession and occupation of the Res.**
- (4) And Order perpetually restraining them, 1st – 5th Defendants from claiming ownership of the said Res.**

The matter did not go into hearing and call of evidence. There several applications filed by both parties. The 1st – 4th Defendants were served with all the Processes. They did not on their own challenge the Suit of the Plaintiff.

The 5th Defendant who was initially an unknown person came on board and became known as Alhaji Adamu Mohammed. He entered appearance and had Counsel representation in the name of Dr. MY Suleiman. The issue in dispute is mainly between Plaintiff and 5th Defendant. Along the way the parties applied for time to explore amicable settlement of the issue. The Court gave them a long time. Then came the Covid-19 and subsequently, the JUNSUN strike.

But today, the parties have gladly settled the dispute. They have penned down the Terms of Settlement and filed same

and have today adopted same in term as the full and final Settlement of all the issues in dispute between them.

In addition, they had applied that this Court enter same Terms of Settlement as their Consent Judgment in line with the provision of the Rules of this Court in that regard.

This Court will now read out the Terms of Settlement and after enter same as the Consent Judgment of this Court in full and final settlement of all the issues in dispute. By so doing, the said Judgment will have the same efficacy and strength as any Judgment delivered after full Hearing of the case in that it can be enforced and challenged as any other Judgment gotten after full Hearing.

MEMORANDUM OF SETTLEMENT

This Memorandum of Settlement is made this 18th day of February, 2022 between **Ayo Yusuf (*Suing through his lawful Attorney BELLO RAUFU AKAN'O*)** of No. 23 IBM Haruna Street, Utako, Abuja (hereinafter referred to as the CLAIMANT) which expression (CLAIMANT) shall, where the context so admits, include his heirs, assigns and successors in title of the one part; and **Alh. Adamu Mohammed** of c/o Liberty House, (Opp. FCMB) Kuje Abuja (hereinafter referred to as the 5th Defendant) which expression (5th Defendant) shall, where the context so admits, include his heirs, assigns and successors in title of the other part.

WHEREAS:

This Court, having read out the said Terms of Settlement hereby enters same as the Consent Judgment of this case today the 21st day of February, 2022.

This is the Bench Judgment of this Court.

Delivered today the ___ day of _____ 2022 by me.

K.N. OGBONNAYA
HON. JUDGE