

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

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT KUBWA, ABUJA

ON TUESDAY, THE 1ST DAY OF MARCH, 2022

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

JUDGE

SUIT NO. CV/1453/16

BETWEEN:

COL. EMMANUEL ETUKA.....PLAINTIFF

AND

1. GODWIN ENEH THOMPSON.....DEFENDANTS

2. RAMAT EMEKA MBA

BENCH JUDGMENT

On the 14/6/16 the Plaintiff in this case Col. Emmanuel Etuka filed a Writ of Summons against Godwin Eneh Thompson and Ramat Emeka Mba. In the Writ the Plaintiff seeks for the following against the 1st and 2nd defendants jointly and severally:

- i. A Declaration that the Plaintiff is the person entitled to the Right of Occupancy and or possession of Plot 607 Kubwa extension II Layout Kubwa Abuja.
- ii. A Declaration that the 1st and 2nd Defendants unlawfully acts of entry and erection of a

structure/building on the said Plot 607 belonging to the Plaintiff amount to Trespass.

- iii. A Declaration that the doctrine of 'quik quid plantatur solo solo cedit' shall apply to any structures or building erected on Plot 607 Kubwa Extension II Layout Kubwa Abuja by the 1st and 2nd Defendants because of their defiance to the Police and Bwari Area Council advice to stop work on the land.
- iv. An Order of Perpetual Injunction restraining the 1st and 2nd Defendants, their servant agents or privies from any trespass or further trespass to the said Plot 607 belonging to the Plaintiff.
- v. Sum of N50 Million Naira as damages for trespass.
- vi. Sum of N1 Million (One Million Naira) as cost of this Suit.

The Plaintiff opened its case on the 20/2/17. Between that day and 11/3/21 he called 3 witnesses and closed its case. The matter was reserved for Defendants to open its case.

But in a "sweet swift turn" the Court was informed about decision of the parties to amicably settle their differences which has lasted for close if not more than 4 years.

The Court was glad about the decision and action of the parties in the amicably settling the issues in dispute and penning down the Terms of Settlement filing same and serving the Court.

Today as already recorded the parties have in turn before this Court and before all men present adopted the said Terms of Settlement. They have urged this Court to enter

same as their Consent Judgment in full and final Settlement of the issues in dispute between them.

It is imperative to state that the Rules of this Court Order 19 High Court provide that Court should encourage the parties to explore amicable ways to settle their differences even if the matter is on-going.

It is also provided that once parties settle their dispute, penned down the Terms of Settlement file same in the Registry come before the Court with the signed and registered/files copy of the Terms, the Court will after they have adopted same enter it as Consent Judgment of the parties such Consent judgment has the same efficacy as any Judgment gotten after full hearing and call of evidence.

In this case the parties in this suit have done exactly that. They have adopted same and are waiting for the Court to enter same as their Consent Judgment. Before I do that it is equally imperative to state that amicable Settlement of issues can be done at any stage in a case. It can also happen even before the matter is set for hearing.

Today after almost 4 years and five months the parties have resolved their disputes. This Court is glad to enter the said Terms of Settlement as their Consent Judgment.

The Court will read out the said Terms as said out in the file copy of the Terms of Settlement after that the Court will sign same. Once signed the Terms of Settlement metamorphosed into Consent Judgment and it can be enforced as any Judgment gotten after the whole length of Hearing.

TERMS OF SETTLEMENT

1. **WHEREAS** the Plaintiff commenced this suit against the Defendants claiming the reliefs therein contained in the Writ of Summons and the statement of Claim filed in this Suit.
2. **AND WHEREAS** the Plaintiff and the Defendants hereinafter referred to as the parties have now resolved to settle this suit amicably, out of Court and pursuant thereto hereby agree as follows:
 - a. The Defendants shall pay to the Plaintiff the sum of N2,000,000.00 (Two Million Naira Only) as full and final payment in settlement of the subject matter of this suit.
 - b. The Plaintiff hereby withdraws all his claims in this suit against the Defendants.
3. The Parties hereby agree that the above terms of settlement be entered as the Consent Judgment of the Honourable Court in this case.

The said Terms are hereby entered as Consent Judgment of the parties in this case.

This is the Consent Judgment of this Court delivered today the.....day of2020 by me.

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K.N.OGBONNAYA

HON. JUDGE