

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

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT KUBWA, ABUJA

ON MONDAY THE 28ST DAY OF FEBRUARY, 2022

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

JUDGE

SUIT NO.: FCT/HC/BW/CV/30/22

BETWEEN:

MR. OBINNA OKOLI

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}

CLAIMANT

AND

**1. REGISTERED TRUSTEE OF AREA 7
TRADERS ASSOCIATION GARKI ABUJA**

2. MR. NASS NWACHUKWU

3. MR. NNABUIKE ENEH

4. MR. DANIEL ONYECHI

5. MR. RAYMOND EMEH

6. PERSONS UNKNOWN

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}

DEFENDANTS

JUDGMENT

On the 31st January, 2022 the Plaintiff – Obinna Okoli instituted this action against the Defendants – Registered Trustee of Area 7 Traders Association Garki Abuja, Mr. Nass Nwachukwu, Mr. Nnabuike Eneh, Mr. Daniel Onyechi, Mr. Raymond Emeh and Persons Unknown. They claimed the following Orders of Court:

- (1) An Order of Court nullifying an impeachment or suspension or removal of the Plaintiff as the Chairman of AREA 7 TRADERS**

ASSOCIATION GARKI ABUJA forthwith and suspending ARTICLE 6 C of the Constitution of the 1st Defendant.

- (2) An Order of this honourable Court stating that the Plaintiff is still the elected Executive Chairman of AREA 7 TRADERS ASSOCIATION GARKI ABUJA until the issue of remodelling of UTC is completed by the Authorities concerned.**
- (3) A Perpetual Injunction restraining the Defendants or any person or persons howsoever described from conducting any form of election without the approval of the Plaintiff as provided by the Constitution of AREA 7 TRADERS ASSOCIATION GARKI ABUJA which vest the powers to conduct elections on the Executive headed by the Plaintiff.**
- (4) An Order of Court directing the Defendants to pay the sum of Five Million Naira (₦5,000,000.00) as cost of action.**

The Defendants were all served with the Writ. The Court had adjourned for the matter to be heard on the 6th day of June, 2022. But while the Court was waiting, the parties most of whom are here in Court today, decided on their own volition to explore

amicable settlement of the issues in dispute between them.

They settled, penned down the said Terms, filed same in Court and called on the Court for abridgment of time to enable them adopt the said Terms of Settlement so that Court can enter it as their Consent Judgment. The Court obliged them time.

Today, the 28th day of February, 2022 they have come through their respective Counsel, had adopted the said Terms of Settlement. They had urged Court to enter same as their Consent Judgment which they believe and know will be binding on them as any Judgment gotten after full hearing and call of evidence. The Court will read the said Terms.

TERMS OF SETTLEMENT

Sequel to the action filed by the Claimant against the Defendants on 31st January, 2022.

Sequel to the service of the Originating Writ on the Defendants.

Parties after due deliberation with their respective Counsels, decided to resolve their issues, hence this Terms of Settlement which provides as follows:

- 1. That the Plaintiff shall continue to be in charge as the Executive Chairman of the 1st Defendant pending the completion of the remodeling and redesigning of UTC Area 7 market by the Authorities legally authorized to do so by FCT Administration, and also pending**

the resolving of all or any other issue thereto therein.

2. That by this Terms, every party to this action should see to the actualization of aims and objective of Government towards ensuring peace and harmony in the UTC Area 7 market now and always.

3. That parties should bear their respective cost as a result of this action and that this Terms is hereby adopted as final Judgment of this case before this Honourable Court.

This Court, having read the said Terms of Settlement, hereby enters same as Consent Judgment of the parties which has the same efficacy as any Judgment of this Court gotten after full hearing.

The said Consent Judgment can be enforced as any Judgment gotten after full hearing.

This is the Consent Judgment of this Court.

Delivered today the ___ day of _____ 2021 by me.

K.N. OGBONNAYA
HON. JUDGE

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

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT KUBWA, ABUJA

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

JUDGE

SUIT NO.: FCT/HC/BW/CV/2470/2017

BETWEEN:

MAURITZ WALTON NIGERIA LIMITED } ----- PLAINTIFF

AND

1. GOVERNMENT OF ABIA STATE
2. ATTORNEY GENERAL OF ABIA STATE
3. ZIPLON CONCEPT LIMITED } ----- DEFENDANT

RECORD OF PROCEEDING FOR 28/2/22

APPEARANCE:

Seidu Alfa with Uzoma Onyeaso for the Plaintiff.
Plaintiff absent.

P.U. Ogubunka – Director Civil Litigation Abia State
for the 1st & 2nd Defendants with Tony Ogbulafor.

Nkiru Akinola representative of 1st & 2nd Defendants.

No Counsel for Ziplon – the now 3rd Defendant in this
Suit.

PLAINTIFF COUNSEL:

We are new in the matter. We have not filed any
Notice of Change of Counsel in Court. We were just
briefed. We are making effort to regularize. The old
Counsel are aware of our presence at the Court of
Appeal.

1ST & 2ND DEFENDANT COUNSEL:

On the last adjourned date being the 9th December, 2021 this Court Ruled that Proceedings be stayed pending the hearing and determination of the Motions filed at the Court of Appeal. One filed by the 1st & 2nd Defendants. The other filed by the 4th Defendant.

One Motion was heard and Ruling reserved. The 4th Defendant's Motion was not heard but reserved to be heard on the 25th of April, 2022.

That being the case and relying of the Order of this Court, we cannot proceed until the Motions are determined.

The parties, Plaintiff and Ziylon are absent from the Court of Appeal.

COURT:

Based on the reason of pending determination of the Motions at the Court of Appeal, adjournment for adoption of Final Addresses of the matter still stands.

Matter adjourned to the 24th day of May, 2022 for Hearing.

**HON. JUDGE
SIGN
28/2/22**