

**IN THE HIGH COURT OF JUSTICE OF THE  
FEDERAL CAPITAL TERRITORY ABUJA  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT MAITAMA - ABUJA**

**BEFORE: HON. JUSTICE O.C. AGBAZA**

**COURT CLERKS: UKONU KALU & GODSPOWER EBAHOR**

**COURT NO: 6**

**SUIT NO: FCT/HC/CV/2467/2020**

**BETWEEN:**

**OMONIWA OMOWUNMI.....APPLICANT**

**VS**

**PRAISE UGOCHUKWU NELSON.....RESPONDENT**

**CONSENT JUDGMENT**

The Applicant filed this action vide an Originating Summons seeking for the relief set out on the face of the Summons on 21/8/2020. And after exchange of pleadings the parties pursuant to Terms of Settlement filed on 12/8/2021, seek the court to enter it as Consent Judgment of the parties in this Suit.

Having carefully considered the said Terms of Settlement filed on 12/8/2021 and hearing the submission of both counsel in court today, I find that I should allow in the interest of justice.

Accordingly, the said Terms of Settlement filed on 12/8/2021 and herein adopted by the parties is hereby entered as Consent Judgment of the parties in this Suit.

## **TERMS OF SETTLEMENT**

The Petitioner instituted this Suit against the Respondent on the 21<sup>st</sup> day of August, 2020 seeking the following reliefs carefully adumbrated on the face of the Petition before this Honourable Court.

Following a mediated settlement of this case, the parties have agreed to amicably settle all issues adumbrated on the face of the Petition and have settled this matter in the following terms.

### **1. CUSTODY/HOLIDAY'S VISITATION:**

- i. The Petitioner and the Respondent shall have joint custody of the child- **JAMIE IFEDAMOLA OMONIWA-NELSON**. However, the child shall live with the Petitioner till he attains the age of 18 years (Eighteen).
- ii. The Respondent reserve the inalienable visitation right to his child **JAMIE IFEDAMOLA OMONIWA-NELSON** and shall duly inform the Petitioner within 24 (Twenty Four) hours or a reasonable time if he wishes to visit the child and such request for visitation shall not be unreasonably refused.
- iii. The Respondent shall not take the child from the custody of the Petitioner without the consent of the Petitioner sought and obtained. And a handover of the child shall

be done by the Petitioner to the Respondent alone, at all times.

- iv. Spending nights or sleeping over by the child with the Respondent shall begin once the child attains the age of 7 (Seven) years.

## **2. CUSTODY/HOLIDAYS VISITATION AFTER AGE SEVEN (7)**

- i. That when the child - **JAMIE IFEDAMOLA OMONIWA-NELSON** attains the age of seven (7), the Respondent may have intermittent custody of the child one (1) weekend every month when his school is in session, commencing from Friday to be returned back on Sunday after between 12.00pm to 4.00pm to ease preparation for his school the next day.
- ii. That whenever the child is going to spend the weekend with the Respondent, the Respondent must inform the Applicant of the address where the sleeping over will take place.
- iii. That at least 24 hours' notice from the Respondent is pre-requisite to coming to pick the child who shall only be handed over to the Respondent himself at any public place like Jabi Lake Mall, Shoprite, Silver bird Cinemas E.T.C.

- iv. When the school is on holidays, the Respondent may have custody of the child for one-third of the period of the holiday commencing from a week after the school holiday starts and the child can only be handed over to the Respondent himself and returned between 5.00pm and 7.00pm on the return date.
- v. That the one third period of the holiday referred to in **2 (iv)** above shall be calculated and agreed by the parties before the child is handed over and a (72) hours' notice is also pre-requisite.

3. **CALLS/VIDEO CALLS:**

- i. The Respondent may speak to the child 2 (Two) or 3 (Three) times a week, via Audio or Video calls between the hours of 5 – 7pm on week days and the hours of 12 – 6pm on weekends.
- ii. In furtherance to Paragraph 3(i) above, the Respondent shall hand over to the child (through the Applicant), the device for communication (e.g. an Android phone) and a registered sim card for communication.
- iii. The Respondent shall provide the required sim recharge card and available internet data for such a device when need for such communication arises.

4. **TRAVELS/RELOCATION OF THE CHILD**

- i. The Respondent shall be duly informed and consent obtained in the event that the child is to travel outside the country with the Applicant for whatever reason and the consent shall not be unreasonably withheld.

5. **MEDICAL/HEALTH CASES**

- i. The Respondent shall be informed in the event a medical/health situation arises if the child is in the custody of Applicant.
- ii. The Applicant shall be informed in the event a medical/health situation arises if the child is in the custody of Respondent.
- iii. The Applicant and Respondent equally shall contribute to the medical/health expenses of the child in such instances.

6. **CHILD'S ACCOUNT**

- i. That the Applicant shall open a Bank Account for the child and furnish the Respondent with the details for transfer of funds for the welfare of the child.
- ii. In furtherance to Paragraphs 6 (i) above, the Applicant hereby furnishes the bank account of the child as follows: **Bank – Stanbic IBTC, Account Number –**

**0033826951, and Account Name-Jamie Ifeadamola Omoniwa-Nelson.**

- iii. Consequent upon an earlier arrangement to open an Educational Savings account for the child, the Respondent is at liberty to contribute a fixed amount, which is distinct from his contribution to the welfare and upkeep of the child to the account details referenced herein. **Bank – Stanbic IBTC, Account Number – 0033826951, and Account Name-Jamie Ifeadamola Omoniwa-Nelson.**

7. **WELFARE/UPKEEP:**

- 7.1 Parties shall contribute equally to the monthly welfare of the child which changes as the child attains maturity.

**MONTHLY:**

i.	Nanny's Salary -	<b>₦40,000.00</b>
ii.	Food -	<b>₦10,000.00</b>
iii.	Snacks -	<b>₦5,000.00</b>
iv.	Milk -	<b>₦7,000.00</b>
v.	Diaper -	<b>₦4,500.00</b>
vi.	Wipes -	<b>₦2,000.00</b>
vii.	Miscellaneous -	<b>₦10,000.00</b>
	<b>Total</b>	<b>- <u>₦78,100.00K</u></b>

- 7.2** Parties shall also contribute equally for the quarterly Expenses of the child.

**Quarterly Expenses (January, April, July and October.**

i.	School Fees	-	<b>₦191,250.00</b>
ii.	Clothes, Shoes	-	<b>₦100,000.00</b>
iii.	Football Academy	-	<b>₦60,000.00</b>
iv.	Hair and Body products-		<b>₦25,000.00</b>

**Total – ₦376,250.00 (Three Hundred and Seventy Six Thousand Two Hundred and Fifty Naira) Only.**

**8. THE CHILD'S BIRTHDAYS:**

- i. The Respondent is allowed access to birthday celebrations of the child. Provided he gives adequate prior notice (at least one week notice) to the Applicant

**9. EDUCATION:**

- i. Both the Applicant and Respondent shall equally (50% each) contribute to the school fees of the child.
- ii. A yearly school fees breakdown shall be sent to the Respondent by the Applicant in accordance with the requirement from the school.
- iii. That the Respondent shall be allowed access to academic and school records and updates of the child.

10. That upon the satisfaction of the Terms in the manner stated above, the dispute shall stand fully resolved and entered as Consent Judgment by this Honourable Court.
11. That this Agreement contains the Terms of Settlement between the parties. Any Agreement or representation concerning the subject matter of this Agreement or not set forth in this Agreement shall be considered null and void unless and until reduced to writing and added to this Agreement as mutually agreed by parties upon such amendment.
12. That parties have mutually agreed to abide by the tenets of the Terms herein stipulated in this Agreement.
13. These Terms of settlement shall be the final and binding settlement in respect of the Suit and same shall be entered as Consent Judgment of this Honourable Court in respect of this matter.

**HON. JUSTICE O. C. AGBAZA**

Presiding Judge

6/6/2022

GBENGA A. ASHAOLU ESQ FOR THE PETITIONER

BENJAMIN OGBAINI ESQ FOR THE RESPONDENT



