

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

THIS THURSDAY, THE 9TH DAY OF JUNE, 2022.

BEFORE: HON. JUSTICE ABUBAKAR IDRIS KUTIGI -- JUDGE

SUIT NO: CV/2919/2015

BETWEEN:

EZEA BONAVENTURE.....PLAINTIFF

AND

<p>1. THE NIGERIA POLICE FORCE 2. INSPECTOR GENERAL OF POLICE 3. DSP ADAMU 4. MRS OSENI MERCY 5. MR. MONDAY CLEMENT 6. MR. NURA ALIYU 7. MR. MUSTAPHA JUBRIN</p>	}	<p>.....DEFENDANTS</p>
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JUDGMENT

The Plaintiff's claims as contained in the Amended Statement of Claims dated 9th October, 2015 and filed in the Court's Registry on the same date are as follows:

- 1. A declaration that the 1st, 2nd and 3rd Defendants have no power under our laws to declare title of land to anybody or entertain any dispute involving title to land.**
- 2. A declaration that the 1st, 2nd and 3rd Defendants ruling that Shop B12 Dutse Alhaji Market, the subject matter of this suit belongs to the 4th Defendant is ultra vires the Power of Nigeria Police force and as such null and void**
- 3. A declaration that nobody including the 1st, 2nd and 3rd Defendants other than a competent court of law has power to evict the Plaintiff from Shop B12, Dutse Alhaji Market.**
- 4. An injunction restraining the 1st, 2nd and 3rd Defendants or any of their agents from handing over the original allocation paper of Shop B12, Dutse**

Alhaji Market to the 4th Defendant or any other person claiming through her other than the Plaintiff.

- 5. An injunction restraining the 1st, 2nd and 3rd Defendants or any of their agents or officers from evicting the Plaintiff from Shop B12, Dutse Alhaji Market Abuja.**
- 6. A declaration that the Plaintiff is bonafide purchaser of value without notice.**
- 7. A declaration that the 4th Defendant legal right of ownership if any was caught up by the doctrine of standing by laches and acquiescence.**

OR IN ALTERNATIVE

- I. An order of the Honourable court compelling the 5th, 6th and 7th Defendants to refund the sum of N2,000,000(Two Million Naira) only being the cost of purchase of the allocation paper for Warehouse B12 which the 5th, 6th and 7th Defendants conspired and sold to the Plaintiff.**
- II. An order of the Honourable Court compelling the 4th, 5th, 6th and 7th Defendants to pay the Plaintiff the sum of N29,200,000(Twenty Nine Million, Two Hundred Thousand Naira) only being the Current Value of the said Warehouse B12 at Dutse Alhaja Market.**
- III. The order of this Honourable Court compelling the 4th, 5th, 6th and 7th Defendants to pay the Plaintiff the sum of N20,000,000 (Twenty Million Naira) only as exemplary and general damages for act of misrepresentation for a contract that has fail.**
- IV. 10% post judgment interest from the date of judgment until the entire judgment sum is paid.**
- V. The cost of this action**

The originating court processes were duly served on all the Defendants. All the Defendants except 4th Defendant did not file any process in opposition and most of them never appeared in court all through the course of this proceedings despite service of hearing notices. The 4th Defendant filed his Amended Statement of Defence and set up a counter-claim against Claimant dated 27th June, 2018 as follows:

- 1. An order of the Honourable Court declaring that Space No. B12 with Ref No.BAC/WKS/318/1 open space Dutse Alhaji Market Abuja is the property of the 4th Defendant/Counter-Claimant.**
- 2. An order this Honourable Court declaring as illegal, unconstitutional and a gross violation of the right of the 4th Defendant/Counter-Claimant over her property, the act of the 5th Defendant stealing of the 4th Defendants/Counter-Claimant allocation paper document in respect of Space No.B12 with Ref No.BAC/WKS/318/1 open space Dutse Alhaji Market Abuja.**
- 3. An order of this Honourable Court declaring illegal invalid null and void the purported sale of the 4th Defendant/Counter-Claimant's property by the 5th Defendant, 6th Defendant and 7th Defendant to the Plaintiff, the Counter-Claimants said property having been sold without the knowledge, consent and authority of the 4th Defendant/Counter-Claimant.**
- 4. An order of this Honourable Court declaring the ware-house built by the Plaintiff on the 4th Defendant's/Counter-Claimant's property known and described as space No.B12, with Ref No.BAC/WKS/318/1, open space Dutse Alhaji Market, Abuja is the property of the 4th Defendant/Counter-Claimant the Plaintiff having knowingly willingly and dishonestly bought the said property from persons he knew had no authority to sale some and hurriedly developed it knowing that the 4th Defendant/Counter Claimant was indisposed at the material time thereby defacing the 4th Defendant's property.**
- 5. An order of perpetual injunction restraining the Plaintiff, the 5th Defendant, the 6th Defendant and 7th Defendant their agent, assigns, privies etc from trespassing or further trespassing, entering or dealings in any manners or forms. With the 4th Defendant/Counter-Claimant's property known and described as Space No.B12, with Ref No: BAC/WKS/318/1 open space, Dutse Alhaji, Abuja.**
- 6. An order of this Honourable Court ordering the Plaintiff to pay to the 4thDefendant/Counter Claimant the sum of N5,000.000 (Five Million Naira) for trespassing on her property known and described as Space No.B12, with Ref. No: BAC/WKS/381/1, open space, Dutse Alhaji, Market Abuja.**
- 7. An order of this Honourable Court ordering the Plaintiff to pay the 4th Defendant/Counter-Claimant the sum of N20,000.000(Twenty Million Naira) as damages for trespassing and defacing the 4th**

Defendant/Counter-Claimant's property known and described as space No. B12, with Ref No. BAC/WKS/318/1, open space Duste Alhaji, Market Abuja.

- 8. An order of this Honourable Court ordering the Plaintiff to handover and deliver possession of the property known and described as space No. B12, with Ref No. BAC/WKS/318/1, open space Duste Alhaji, Market Abuja, which include: the said ward-house built on it to the 4th Defendant/Counter-Claimant.**

OR IN THE ALTERNATIVE

An order of this Honourable Court ordering the Plaintiff, 5th, 6th and 7th Defendants to pay to the 4th Defendant/Counter-Claimant the sum of N250,000.000(Two Hundred and Fifty Million Naira) as damages for trespass, defacing and destroying the 4th Defendant, Counter-Claimant real property i.e with Ref No. BAC/WKS/318/1, open space Duste Alhaji Market Abuja.”

The court heard several interlocutory applications and the case suffered several adjournments relating to service of the originating court processes before hearing finally commenced. The Plaintiff opened his case and called 2 witnesses. Mr. Bonaventure Ezea, the Claimant testified as PW1. He deposed to a 40 paragraphs statement on oath dated 13th April, 2018. The following documents were tendered and admitted as Exhibits through the PW1 thus:

1. Land agreement between Bovaventure Eze and Nura Jibrin dated 21st June, 2013 was admitted as **Exhibit P1**
2. Document titled “Proposal Bill of Quantities/Valuation as by Sidlims Nig Ltd as **Exhibit P2.**
3. Document titled proposed ware House Development plan was admitted as **Exhibit P3.**

PW1 was duly cross-examined by counsel to the 4th Defendant.

Mr. Cosmos Gol testified as PW2 and deposed to a witness statement on oath dated 13th April, 2018. He was also cross-examination by the 4th Defendant's Counsel and the matter adjourned for continuation of hearing. The matter then suffered several adjournments and when it finally came up for hearing on the 9th June, 2022 Plaintiff's counsel informed the court that the matter has been amicably settled out of court and that terms of settlement dated 8th June, 2022 was filed in court's registry on the 9th June, 2022.

Leaned counsel for the Plaintiff and the 4th 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 plaintiff, 4th and 5th Defendants are in the following terms:

- “1. That the Plaintiff shall allow in full and final out of court settlement upon the execution of these Terms of Settlement.**
- 2. The Plaintiff putting into consideration the claims as contained in the summons earlier filed agrees to the extent that the 4th Defendant is the original allottee of the disputed land whose original title was stolen and sold to the Plaintiff.**
- 3. That the Plaintiff had sat with the 4th Defendant and 5th Defendant and the parties agreed to the final settlement of the matter out of court.**
- 4. That the Plaintiff agreed to pay immediately the 4th Defendant a total sum of N4.000.000(Four Million Naira Only) in the interest of peace and good conscience.**
- 5. That the 5th Defendant who originates the cause of this dispute has also agreed to the settlement of the sum of N4,000.000(Four Million Naira Only) to be paid in tranches to the 4th Defendant in the interest of peace and good conscience.**
- 6. That the 5th Defendant shall start with the immediate upfront payment of the sum of N200,000(Two Hundred Thousand Naira Only) while the remaining balance with be spread over a period of time reasonable and agreeable to the 4th Defendant.**
- 7. That the 5th Defendant has agreed that the employment monthly salary at the Head of Service of the Federation shall be the major source of settlement of this payment at the monthly rate of N30,000.00 (Thirty Thousand Naira) paid directly from source to the bank account of the 4th Defendant. The 5th Defendant shall give instruction to his banker to this effect.**
- 8. That either of the Plaintiff or the 5th Defendant upon the fulfillment of the terms of this agreement shall be excused from further action(s) that may be instituted or prosecuted by the 4th Defendant in respect of the subject matter of this suit.**

9. The 4th Defendant agrees that upon receipt of the sum of N4,000.000.00(Four Million Naira Only) from the Plaintiff, that the property the subject matter of the suit known as Warehouse N12 at Duste Alhaji market shall become the exclusive property of the Plaintiff.
10. That upon the payment of the sum of N4,000.000.00(Four Million Naira Only) by Plaintiff to the 4th Defendant, the 4th Defendant ratifies the sale of the property known as Warehouse B12 at Duste Alhaji market to the Plaintiff and all rights of the 4th Defendant to the property shall pass to the Plaintiff.
11. That the 1st, 2nd, 3rd, 6th and 7th Defendants who played some roles in the cause and investigation of this matter is hereby excused.
12. That the parties agree that these Terms of Settlement shall be the final judgments of the Court in this matter; and all the rights pertaining to the property shall pass to the Plaintiff and no further proceedings shall lie in respect thereof at the instance of any of the parties subject to the fulfillment of the terms.”

The above terms were duly executed by the parties in the matter and their witnesses. 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 be given effect to the express intention of parties as embodied in the filed terms of settlement.

Accordingly, the terms of settlement dated 8th June, 2022 and filed in the Court’s Registry on 9th June, 2022 and duly executed by Plaintiff, 4th and 5th Defendants and their witnesses is hereby entered as consent judgment in this action as between the parties who executed the terms.

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Hon. Justice A.I. Kutigi

Appearances:

1. **Mary N. Elaija, Esq., for the Plaintiff**
2. **Sunday Anyanwu Esq., with Ngozi Ogbuji (Mrs) and Isaac Denis Folorunso, Esq., for the 4th Defendant.**

