

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

**THIS MONDAY, 16<sup>TH</sup> DAY OF MAY, 2022.**

**BEFORE: HON. JUSTICE ABUBAKAR IDRIS KUTIGI – JUDGE**

**SUIT NO: CV/2298/2021**

**BETWEEN:**

**1. JENEW NIGERIA LIMITED**  
**2. JENIFER NELSON**

} ..... **PLAINTIFFS**

**AND**

**FRANCIS I. ONYEAJUNWA** ..... **DEFENDANT**

**JUDGMENT**

By a Writ of Summons and statement of claim dated 13<sup>th</sup> September, 2021 and filed the same date at the Court's Registry, the Plaintiff's claims the following Reliefs as follows:

- a. AN ORDER for the payment of the sum of N65, 500, 000:00 (Sixty Five Million, Five Hundred Thousand Naira) only by the Defendant to the Claimants, being the outstanding balance of the increased offer fee by the Claimants to the Defendant subject Clause 2, 3, 5 and 9 in respect of Annexure JNL4 accepted by the Defendant.**
- b. A DECLARATION that the Defendant is not entitled to any refund having failed to comply with the offer subject to the following terms as agreed by the parties:**

- (i) Clause 6 of the terms and conditions offer (Annexure JNL4) for sale of 4 Bedroom Duplex dated 20<sup>th</sup> September, 2017 and same was accepted by the Defendant.**
- (ii) Clause 3 and 4 of the authority to proceed to site/indemnity on site (Annexure JNL6) dated 20<sup>th</sup> September, 2017 and same was accepted by the defendant on the 20<sup>th</sup> October, 2021.**
- c. AN ORDER directing the defendant to move to any estate plot which will be available for allocation as enshrined in Clause 6 of the Terms and Conditions of Offer dated 20<sup>th</sup> September, 2017 of which the Defendant accepted at the time of offer having failed to comply with clause 4 of the authority to proceed to site.**
- d. AN ORDER directing the defendant to pay the statutory interest rate of 10% per annum on the judgment sum from the date of judgment until judgment debt is fully liquidated to the Claimants/Applicants.**
- e. AN ORDER OF PERPETUAL INJUNCTION restraining the Defendant, their agents, privies, servants and representatives from intimidating or harassing the defendant or any invitation, arrest from any authority**
- Or continuing any act or further acts in violation of the agreement bothering on or connected to facts of this case.**
- f. AN ORDER for payment of N30, 000, 000 as general damages for breach of contract.**
- g. AND for such further order(s) as this Honourable Court may deem fit to make in the circumstances of the case.**

The originating court processes were duly served on the Defendant vide substituted means following an order granted by this court on the 2<sup>nd</sup> March, 2022. The Defendant did not file any process in defence of the case and when the matter came up on the 25<sup>th</sup> April, 2022 for report of service, plaintiffs' counsel informed court that parties want to explore settlement out of court and sought for an adjournment which the court granted. The matter then came up

today, the 16<sup>th</sup> day of May, 2022 and counsel to both parties informed the court that the matter has been amicably settled out of court and that terms of settlement dated 10<sup>th</sup> May, 2022 was filed the same date at the Court's Registry.

Learned counsel for the claimant and the defendant then jointly 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 the parties are in the following terms:

- 1. That the Defendant shall be relocated to Plot D23 Jenew Homes, Idu FCT Abuja and all funds paid in respect of Block C00163/C00185 (Plot No.388) Jenew Home, Karsana be transferred therein and same shall be the full and final settlement of the debts except other ancillary charges payable on occupation of property after full development of same.**
- 2. That the Defendant undertakes to mobilize to site to commence construction within 12 (twelve) months of the execution of this agreement and abide by the terms and condition of the offer.**
- 3. That the Defendant has accepted offer/allocation of Plot D23 Jenew Homes Idu Abuja in exchange of Block C00163/C00185 (Plot No.388) Jenew Home, Karsana South District, Abuja as earlier offered after visit to the plot with his representative.**
- 4. That the Plaintiffs have agreed to offer and allocate same to Defendant.**
- 5. That the Defendant shall return the document for the offer of plot Block C00163/C00185 (Plot No.388) Jenew Homes, Karsana South District, Abuja in his possession to the Plaintiff's counsel while collecting the new offer of Plot D23 Jenew Home Idu Abuja.**
- 6. The Defendant shall not pay any other money therefore except service fees payable on occupation of property after full development of property.**
- 7. That this term shall be binding on all parties as soon as is executed by all the parties either in person, proxy or their respective counsel.**

**8. That cost of litigation shall be borne by the respective parties.**

**9. That the terms of settlement be adopted as consent judgment of this Honourable Court and binding on the parties herein.**

The above terms were duly executed by the parties in the matter and their respective counsel. 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 at that point is limited to given effect to the express intention of parties as embodied in the filed terms of settlement.

Accordingly, the terms of settlement dated 16<sup>th</sup> May, 2022 but filed same date in the Court's Registry and duly executed by the parties and their respective counsel is hereby entered as consent judgment in this action.

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*Hon. Justice A.I. Kutigi*

**Appearances:**

***1. D.C. Nwagbara, Esq., with Adaeze C. Okonkwo, Esq., for the Claimant.***

***2. Chinyere Ursula Adolphus Esq., holding brief of Anthony Uzomwune, Esq. for the Defendant.***