

N9, 000, 000 (Nine Million Naira) only paid by the 1st counter claimant to Mrs. Eunice Koledoye and acknowledged by Mrs. Eunice Koledoye, the 1st defendant is the beneficial and bonafide owner of plot 2719 Cadastral Zone E27 Apo Resettlement measuring about 482.895 square meters in Apo Abuja and all the appurtenances therein.

- ii. A DECLARATION that the 1st counter claimant is the beneficial and bonafide owner of Block G Suite 11 and 12 POWA Plaza Nyanya Abuja by virtue of Certificate of Ownership dated 18th day of May 2009 issued to the 1st counter claimant by National President of Police Officer's Wives Association (POWA).**
- iii. A DECLARATION that the 1st counter claimant is entitle to absolute and peaceful possession of plot 2719 Cadastral Zone E27 Apo Resettlement and Block G Suit 11 and 12 POWA plaza Nyanya Abuja.**
- iv. A DECLARATION that by virtue of dissolution of marriage between the 1st counter claimant and the 1st defendant to the counter claim the claimant/1st defendant to the counter claim can no longer live in the house of the 1st counter claimant.**
- v. An ORDER of this Honourable Court mandating the claimant/1st defendant to the counter claim to vacate Plot 2719 Cadastral Zone E27 Apo Resettlement Abuja, the house of the 1st counter claimant forthwith.**
- vi. An ORDER of perpetual injunction restraining the claimant/1st defendant to the counter claim or anybody howsoever described claiming through him from interfering with the right of the 1st counter claimant to the property known as Plot 2719 Cadastral Zone E27 Apo Resettlement Abuja and Block G Suite 11 and 12 POWA plaza Nyanya Abuja and their appurtenances.**
- vii. An ORDER of court directing the claimant/1st defendant to the counter claim to pay N2, 000, 000.00 (Two Million Naira) being the cost of this action.**

The 4th defendant also filed its statement of defence dated 16th December, 2020 and filed in the Court's Registry on the 17th December, 2020. The 5th defendant

never appeared and did not file any process(es) in reaction to the Writ of Summons and Statement of Claim. The plaintiff however filed a defence to the counter-claim dated 6th April, 2021 and filed at the Court's Registry on the 15th June, 2021.

The case came up for hearing on the 3rd February, 2021 and it was further adjourned to 30th March, 2021 for hearing. On the said 30th March, 2021, the plaintiff informed the court that he has filed a **Notice of Discontinuance** dated 3rd march, 2021. The court thereafter struck out the case of the plaintiff against the defendants, leaving the counter-claim of the 1st – 3rd defendants as the only matter still subsisting. The matter was then adjourned to 9th June, 2021 for the hearing of the counter-claim. The matter suffered several adjournments and when it finally came up for hearing on the 2nd June, 2022, counsel to the 1st Counter-claimant informed the court that the matter has been amicably settled out of court and that the terms of settlement dated 25th march, 2022 was filed in Court's Registry on the 12th April, 2022.

Learned counsels to the 1st counter-claimant and defendant to counter-claimant then applied that the Terms of Settlement filed in the Court's Registry on the 12th April, 2022 be entered as Consent Judgment in the case as between parties. The Terms of Settlement as mutually agreed by the parties are in the following terms:

- 1. The property known as Plot 2719 Cadastral Zone E27 Apo Resettlement measuring about 482.895 square meters in Apo Abuja and all the appurtenances therein shall be an exclusive property of the Counter Claimant with her two children.**
- 2. That the seven (7) Units of one Bedroom Flats at Oriji Street, Mopol Quarters, Kabayi Mararaba Nasarawa State shall be an exclusive property of the Defendant to the counter claim.**
- 3. That the Eight Units of Two Bedroom flats together with One (1) Unit of Four (4) Bedroom Flat at No. 36 Jovicky Crescent, Mopol Quarters Kabayi Mararaba Nasarawa State shall be an exclusive property of the Counter Claimant.**
- 4. That the counter claimant shall release the following to the defendant to the counter claim:**

- i. One Bed with matrass**
- ii. One 21 inches television**
- iii. One table torn Fridge**
- iv. One Air Conditioner.**

The above terms were duly executed by the defendant to the Counter-claim and the 1st Counter-claimant. Counsel to the 1st Counter-claimant also signed the terms of settlement.

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 this point is limited to giving effect to the express intention of parties as embodied in the filed terms of settlement.

Accordingly, the Terms of Settlement filed in the Court's registry on the 12th April, 2022 and duly executed by the 1st Counter-claimant and her counsel and the defendant to the counter-claim is hereby entered as Consent Judgment in this action asbetween the parties whop executed the terms.

.....
Hon. Justice A.I. Kutigi

Appearances:

- 1. Chibuzor Ezike, Esq., with Nnamdi U. Mba Esq., for the Counter-Claimant.***
- 2. C.S. Nwaogu Esq., for the Defendant to Counter-Claim.***