

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT JABI, ABUJA

THIS THURSDAY, THE 23RD DAY OF JUNE, 2022

BEFORE: HON. JUSTICE ABUBAKAR IDRIS KUTIGI – JUDGE

SUIT NO: CV/3159/2017

BETWEEN:

MRS. BLESSING AMEH CLAIMANT

AND

**1. HAJIA MARIAM INDIRA MOHAMMED
2. JUBILEE LIFE MORTGAGE BANK LTD** } **DEFENDANTS**

JUDGMENT

The Plaintiff's claims as contained in the Writ of Summons and Statement of Claim dated 12th October, 2017 and filed same date in the Court Registry are as follows:

- 1. An ORDER of Perpetual Injunction restraining the Defendants (acting either by herself/themselves, agents, privies, assigns or whosoever) from further trespassing in to an interfering with the title and peaceful possession of plaintiff's land situate, lying and known as Plot No. 1768, Cadastral Zone B08, Jahi, Abuja.**
- 2. An ORDER of this Honourable Court mandating the 1st Defendant to accept the sum of Seventeen Million Naira (N17, 000, 000) only from the plaintiff being the sum paid to the plaintiff by the 1st defendant in furtherance of a contract for the sale of Plot No. 1786, Cadastral Zone B08, Jahi, Abuja and witnessed by an Agreement for sale of the said**

land dated between the plaintiff and the 1st defendant dated 17th June, 2016 for a consideration that has completely failed.

3. An ORDER of this Honourable Court mandating the 2nd defendant to release the original Right of Occupancy and other title documents to Plot No. 1786, Cadastral Zone B08, Jahi, Abuja deposited with her in furtherance with the said Agreement for sale of the land dated between the plaintiff and the 1st Defendant, the said agreement having failed completely.
4. The sum of Five Hundred Thousand Naira (N500, 000) as cost of this action.

The Originating court processes were duly served on the defendants. The 1st defendant filed her statement of defence and counter claim dated 18th April, 2018 and filed in the Court's Registry on the 19th April, 2018. The 1st defendant counter claim is as follows:

1. A declaration that the Claimant has effectively transferred to the 1st Defendant, her interest in the landed property known as Plot No. 1786 Cadastral Zone B08, Jahi, Abuja (measuring 1,154.78 Square Metres) and is therefore only entitled to be paid her balance of N3, 000, 000.00 by the 1st Defendant.
2. A declaration that the Claimant's conduct of tampering with the 1st defendant's undertaking dated 10th August, 2016 by endorsing thereon, a comment to relieve her of her obligation under parties subsequent oral agreement is wrongful and unlawful.
3. N5, 000, 000.00 (Five Million Naira) damages for the Claimant's unlawful conduct.

Or alternatively:

4. A declaration that the comment the claimant endorsed on the 1st defendant's undertaking dated 10th August, 2016 to the effect that she (the claimant) would only pay N17, 000,000.00 for her land to be returned (if the buyer does not agree to pay the N3, 500, 000.00 expended on the fencing of the property) is at variance with parties' oral

agreement that the claimant would return the 1st Defendant's N17, 000, 000.00 (plus the N3, 500, 000.00 on the 1st defendant expended on the fencing of the property) in the event of the 1st defendant's failure to pay the Claimant's remaining balance of N3, 000, 000.00 (Three Million Naira) on 31st August, 2016.

- 5. A declaration that the claimant is in breach of her contract with the 1st defendant to return the 1st defendant's N17, 000, 000.00 (plus the additional N3,500,000.00 expended by the 1st Defendant on the fencing of the property known as Plot No. 1786 Cadastral Zone B08, Jahi, Abuja measuring 1,154.78 Square Metres) in the event of the 1st Defendant's failure to pay the Claimant's balance of N3, 000, 000.00 (Three Million Naira) on 31st August, 2016.**
- 6. An Order directing the claimant to forthwith pay a total sum of N20, 500, 000.00 (Twenty Million, Five Hundred Thousand Naira) to the 1st Defendant, being the total sum of money owed the 1st defendant in relation to the property known as Plot No. 1786 Cadastral Zone B08, Jahi, Abuja measuring 1, 154.78 Square Metres.**
- 7. Interest on the said amount at the rate of 25% per annum from 1st September, 2016 till the date of judgment and thereafter at the rate of 10% per annum till the final settlement of the judgment sum.**
- 8. N5, 000, 000.00 (Five Million Naira) damages for breach of contract.**

The 2nd defendant on the other hand filed its statement of defence dated 25th January, 2018 and filed same date in the Court's Registry. The matter then suffered series of adjournments. However, on the 7th February, 2019, the plaintiff opened her case. She testified in person as PW1. She deposed to a 14 paragraphs witness statement on oath dated 14th October, 2017 which she adopted as her evidence. Mid way into her evidence, she sought for an adjournment to get certain document which the court reluctantly granted. The case further suffered several adjournments until today when counsel to the defendants informed the court that the matter has been amicably settled out of court and that terms of settlement dated 8th May, 2022 was filed in the Court's Registry on the 9th May, 2022. Indeed learned counsel to the 2nd Defendant informed court that pursuant to the settlement, moneys have already been paid.

Learned counsel to Defendants then applied that the Terms of Settlement filed in the Court's Registry dated 9th May, 2022 be entered as Consent Judgment in the case. The Terms of Settlement as mutually agreed by parties are in the following terms:

- 1. The 1st Defendant shall pay the N1, 000, 000.00 (One Million Naira only) balance on the said Plot No. 1786 Cadastral Zone B08, Jahi, Abuja (measuring approximately 1, 154.78 Square Metres) to the Claimant on or before to 22nd April, 2022.**
- 2. The 1st Defendant shall also, on or before to 15th April, 2022, pay an additional sum of N500, 000.00 (Five Hundred Thousand Naira) to the Claimant as compensation for delay in settling the N20, 000, 000.00 (Twenty Million Naira) purchase price of the land.**
- 3. Upon the payment of the outstanding total sum of N1, 500, 000.00 (One Million, Five Hundred Thousand Naira) to the Claimant on or before 15th April, 2020, interest and/or title in the said Plot No. 1786, now known as Plot number 2206, Cadastral Zone, B08, Jahi, Abuja (measuring approximately 1, 154.78 Square Metres) shall pass to and/or become vested in the 1st Defendant.**
- 4. The Claimant shall execute all documents (including Deed of Assignment and Power of Attorney) necessary for the transfer of title in favour of the 1st Defendant.**
- 5. The Claimant shall also handover all original documents on the said Plot No. 2206 Cadastral Zone, B08, Jahi, Abuja to the 1st Defendant.**
- 6. Both the Claimant and the 1st Defendant are customers of the 2nd Defendant and neither of them has or shall maintain any cause of action against the 2nd Defendant in relation to the subject matter of this suit.**
- 7. Parties shall bear their respective costs.**
- 8. This shall be the judgment of this Honourable Court.**

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 court at that 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 dated 8th May, 2022 and filed in the Court's Registry on the 9th May, 2022 and duly executed by the parties and their counsel is hereby entered as Consent Judgment in this action.

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Hon. Justice A.I. Kutigi

Appearances:

- 1. Francis Adejoh, Esq., for the Plaintiff.***
- 2. Ijeoma Ike, Esq., for the 1st Defendant.***
- 3. Sunday Edward Esq. and Henry O. Chichi Esq., for the 2nd Defendant.***