

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY**

**IN THE ABUJA JUDICIAL DIVISION**

**HOLDEN AT MAITAMA**

**BEFORE HIS LORDSHIP: HON. JUSTICE Y. HALILU**

**COURT CLERKS : JANET O. ODAH & ORS**

**COURT NUMBER : HIGH COURT NO. 14**

**CASE NUMBER : SUIT NO: CV/1446/2014**

**DATE: : MONDAY 23<sup>RD</sup> MAY, 2022**

**BETWEEN:**

**EL – SALEM NIGERIA LTD... PLAINTIFF/APPLICANT**

**AND**

- 1. ABUJA MUNICIPAL AREA COUNCIL**
  - 2. CHAIRMAN, ABUJA MUNICIPAL  
AREA COUNCIL**
  - 3. HON. MINISTER OF THE FCT.**
  - 4. HON. MINISTER OF STATE, FCT.**
  - 5. INTERCITY TERMINAL TRANSPORT  
LTD.**
- DEFENDANTS**

## **CONSENT JUDGMENT**

By a Writ of Summons undated but filed on the 29<sup>th</sup> February 2016, the Plaintiff claim against the Defendants as follows:-

1. A declaration of this Honourable Court that the non – disclosure to the Plaintiff by the 1<sup>st</sup> and 2<sup>nd</sup> Defendants of the existence and subsistence of the Irrevocable Power of Attorney executed by the 1<sup>st</sup> Defendant in favour of E. Ekesons Bros Nigeria Limited and Tenancy/Development agreement between the 1<sup>st</sup> Defendant and E. Ekesons Bros Nigeria Limited by which the 1<sup>st</sup> and 2<sup>nd</sup> Defendants appointed E. Ekeson Bros Nigeria Limited as the sole developer of Utako Motor Park and which appointment predated the Plaintiff's contract with the 1<sup>st</sup> and

2<sup>nd</sup> Defendants is misleading and prejudicial to the Plaintiff.

2. A Declaration of this Honourable Court that the 1<sup>st</sup> and 2<sup>nd</sup> Defendants' representation to the Plaintiff as contained in Clause 5.1, ii, and iii of the Agreement for the Upgrading of Utako Motor Part, FCT – Abuja between the 1<sup>st</sup> Defendant and the Plaintiff dated the 24<sup>th</sup> day of December, 2011 is false, fraudulent, misleading and a misrepresentation of facts to the Plaintiff.
3. An Order compelling the Defendants to pay to the Plaintiff the sum of N229,485,561.20 (Two Hundred and Twenty Nine Million, Four Hundred and Eight Five Thousand, Five Hundred and Sixty One Naira, Twenty Kobo) only being the expenses and accrued interest

incurred by the Plaintiff so far on the development and/or upgrading of Utako Motor Park, Abuja from November 2011 to December, 2013.

4. An Order compelling the Defendants to pay to the Plaintiff 20% interest per month on the sum of N229,485,561.20 (Two Hundred and Twenty Nine Million, Four Hundred and Eight Five Thousand, Five Hundred and Sixty One Naira, Twenty Kobo) only from January, 2014 till judgment is delivered.
5. The sum of N500,000,000.00 (Five Hundred Million Naira) only against the Defendants for damages for fraudulent misrepresentation.
6. An Order of this Honourable Court directing the Defendants to pay to the Plaintiff interest on the

Judgment sum at the rate of 10% per annum of at the prevailing commercial bank rate of judgment until liquidation of the judgment debt.

7. Cost of this suit.

### **COURT:-**

Parties are often encouraged to explore settlement. Once settlement is reached and parties decide to seek judicial blessings by filing the said terms before the court, the duty of court only shall be to affix the necessary judicial limbs and infused judicial blood into such Terms of Settlement to make same judicially locomotive and bounding on parties.

Midway into the hearing of this suit, parties indicated desire to settle out of court in consequence of which Terms of Settlement was filed and same adopted by the respective counsel for the Claimants

and Defendants and court was urged to enter same as Consent Judgment.

I have seen the said Terms of Settlement evidencing the desire of parties to resolve their difference.

Accordingly, I hereby enter judgment as per the said Terms of Settlement dated the 12<sup>th</sup> November, 2021 in favour of the parties whose signatures are affixed the date first above written.

*Justice Y. Halilu*  
*Hon. Judge*  
*23<sup>rd</sup> May, 2022*

**APPEARANCE**

B.O Akinseye George, Esq. with Chiamaka Onadika, Esq. - for the Claimant.

A.J Adagami, Esq. – for the 1<sup>st</sup> and 2<sup>nd</sup> Respondents.

Other Defendants not in court.