

IN THE HIGH COURT OF JUSTICE OF THE F.C.T.

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT KUBWA, ABUJA

ON FRIDAY THE 24TH DAY OF JUNE, 2022

BEFORE HIS LORDSHIP: HON. JUSTICE K. N. OGBONNAYA

JUDGE

SUIT NO.: FCT/HC/CV/02/2022

BETWEEN:

1. MOHAMMED LATEEF
2. ONO'S INTERNATIONAL NIG. LTD. -- } CLAIMANTS

AND

1. SAMAKI AND LAWAL VENTURES
2. PERSONS UNKNOWN -- } DEFENDANTS

BENCH JUDGMENT

For quite some time now the High Court of the FCT and FCT Judiciary had joined the global trend of encouraging parties to amicably settle their dispute even while the matter is pending before the Court. They also have the right to negotiate and settle their dispute even before the matter is mentioned before the Court. The present case is a typical example of that.

In this case, the Plaintiffs filed the Writ against the 1st & 2nd Defendants claiming ownership of the Res – Plot 1994 measuring 5000sqm lying at Sabon Lugbe East Extension Layout within AMAC, FCT-

Abuja. They also have the Reliefs as contained in the face of the Writ.

The Writ was filed on the 4th of January, 2022. The Defendants were served the Writ on the 17th of June, 2022 at 3:16 pm. But before the, the Defendants filed a Memorandum of Appearance when they had a hint that they have been sued in this Suit. The Court had scheduled the matter for Hearing on the 13th day of June, 2022 but it was a holiday – Democracy Day since the 12th June, 2022 was a Sunday. The Court rescheduled the matter for 24th June, 2022 – today. But surprisingly, the parties had, while waiting for the scheduled date, decided to explore amicable settlement of the Issues between them even before the scheduled day.

The Court is glad that they have settled their disputes and had penned down the Terms of Settlement, filed same and had served the Court a copy.

Today in Court, before all and sundry, the respective Counsel for the Plaintiffs and Defendants had adopted in turn the said Terms of Settlement. They had urged the Court to enter same as their Consent Judgment which can be enforced as any Judgment gotten after full Hearing.

It is imperative to state that Consent Judgment has the same judicial force and judicial efficacy as any Judgment gotten after full Hearing – call of Witness and tendering documents. The amicable settlement of Issue shortens the journey to justice in that it

saves the parties the vigor of calling Witness and Cross-examination of Witness. It also helps the Court to get to the justice of the case with the agreed help of the parties.

This Court is glad that ever before the matter goes into Hearing, that the parties had settled their differences.

It has been held in plethora of cases and it is in the Rules that once parties have agreed and actually amicably settled their dispute and penned down the Terms of Settlement, filed same in Court and adopt same, the Court has nothing to add other than to chorus a “judicial Amen” to the said served Terms and to enter it as Consent Judgment of the parties and there it ends. Parties will then enforce same as any other Judgment gotten after Hearing.

That is exactly what had transpired in this case. The parties have settled. They had registered the Terms in the Court. They have come before this Court today to adopt same. The only thing left is for the Court to say the “judicial Amen” to the said Terms of Settlement and enter same as Consent Judgment of the parties.

Such Judgment has the same judicial efficacy and judicial force as any Judgment gotten after call of evidence.

This Court will now read out the said Terms of Settlement and after enter same as Consent Judgment of the parties as full and final settlement of the Issues in dispute.

The Court, having read out the said Terms of Settlement signed on the 7th day of June, 2022 and filed on the 10th day of June, 2022 hereby enter same as Consent Judgment of the parties today the 24th day of June, 2022.

This is the Bench Judgment of this Court.

Delivered today the ____ day of _____ 2022 by me.

**K.N. OGBONNAYA
HON. JUDGE**