

IN THE HIGH COURT OF JUSTICE OF THE F.C.T.
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT KUBWA, ABUJA
ON TUESDAY THE 7TH DAY OF JUNE, 2022
BEFORE HIS LORDSHIP: HON. JUSTICE K. N. OGBONNAYA
JUDGE
SUIT NO.: FCT/HC/CV/35/2016

BETWEEN:

THE INCORPORATED TRUSTEES OF ABUJA
SCRAP DEALERS ASSOCIATION

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AND

1. ALHAJI AMINU ISMAILA
2. FEDERAL CAPITAL DEVELOPMENT AUTHORITY (FCDA)
3. ABUJA MARKET MANAGEMENT LIMITED } DEFENDANTS

CONSENT JUDGMENT

In this application chequered Suit the Plaintiff claims Declaration and Ownership of the said Res. The parties filed and exchanged their respective pleadings.

Though the matter was first mentioned on the 27th June, 2016 it never went into Trial/Hearing. It was bedeviled with applications both meaningful and frivolous which only is a ploy to derail justice and waste both the precious time of the Court and the resources of the Court and the parties.

The Court had severally advised the parties to explore settlement of the issues in dispute out of Court. They made several futile attempts. But today, the parties have finally especially the 1st & 3rd Defendants' Counsel concluded on

the Terms of Settlement. They have equally in turn informed Court that they have filed their Terms of Settlement and have in turn adopted same before all present and had urged the Court to enter same as Consent Judgment of the parties in full and final settlement of all the disputes in this case.

It is imperative to state that the 2nd Defendant through their Counsel was served the said Terms of Settlement. He confirmed so and had on record stated that the 2nd Defendant is in total support of the said Terms of Settlement and had agreed to it though they did not have a column where they signed. The said very learned senior Counsel had made an observation on 2nd paragraph of the Terms to further buttress why he is in total agreement with the Terms of Settlement as he puts it.

It is the law as provided in the Rules of this Court that warming parties in a Suit can decide on their own volition to settle their dispute out of Court and pen down the Terms of Settlement as they like and after, file same in Court and adopt same and urge the Court to enter same as Consent Judgment of the parties which can be enforced as any Judgment delivered after full hearing and call of evidence. That can be done at any stage of the case as long as the Court has not delivered Judgment on the case.

That is exactly what the parties have done in this case. They have penned down their Terms of Settlement, filed same in Court. They in turn adopted same. The 2nd Defendant Counsel had agreed with the said Terms of Settlement as he has severally stated in Court today. They had all urged Court to enter same as the Consent Judgment of the Court in this case.

It is imperative to state that in any case where the parties have decided to settle their case out of Court, that the only thing or duty of the Court is to chorus a “Judicial Amen” to the Terms of Settlement and to enter same as Consent Judgment of the parties. The Court has no power to do otherwise. Even the discretionary power of the Court does not extend to refusing parties Terms of Settlement once the Terms has no criminal element in it.

The Court also, upon entering same, says the “Nunc Domitis” to the issues in dispute. After pronouncing the said judicial Nunc Domitis, the Court becomes functus officio on the Res in the dispute and the dispute as a whole.

In this case, the parties have done same today. They have served the Court a copy of the Terms of Settlement which they had adopted. The Court will read out the Terms and after, enter same as their Consent Judgment which has the same efficacy as the Judgment of this Court delivered after call of evidence and full hearing of the case.

The said Terms of Settlement are as follows:

TERMS OF SETTLEMENT

Whereof the Claimant claims against the Defendants as follows:

- (1) Declaration of the Court, that the entire area of land being and consisting the Market known and called, Building Material Market Section “C” Dei-Dei, Abuja also known as Pantaker Market Dei-Dei, allocated and established since 1995 by the Grantor of the Market for Occupation and use of the Plaintiff’s Association for which the Claimant**

has never since been in undisturbed possession, has never been revoked by the Grantor.

- (2) Declaration of the Court that the Reserved Area in the Building Materials Market Section “C” also known as Pantaker Market Dei-Dei, Abuja, designated and reserved for provision of Infrastructural Facilities for enhancement and effective functioning of the Plaintiff’s Market; is not provided for building of shops/structures or for any other purpose than as was designed and obtainable in other market at Dei-Dei with same design allocated alongside that of the Plaintiff same time by the Grantor at the same period, that the Grantor have never change or revoke her grant nor granted to the members of the Plaintiffs Association.**

- (3) Declaration of the Court that any purported allocation paper over the Area specifically designated as RESERVED AREA in the Surveying Plan of Building Materials Market Section “C” meant for provision of infrastructural facilities in the Plaintiff’s Market is illegal, not genuine and without the approval of the Minister of the Federal Capital Territory.**

- (4) An Order of the Court mandating the Defendants to remove all and every structure illegally built and introduced by them as the Reserved Area at the Plaintiff’s Market Section “C” Dei-Dei, Abuja also called Pantaker Market.**

- (5) Perpetual Injunction of the Court restraining the Defendants, their Agents whatsoever called from any further entry or trespass and/or laying claims to any portion in the Reserved Area at the Claimant's Market at Dei-Dei, Abuja.**
- (6) The Sum of Fifty Million Naira (₦50, 000,000.00) only aggravated or exemplary Damages for trespass, building and using allocation papers meant for the Market to appropriate land at the Pantaker Market, to alter and abusing the master plan of the Market, without valid allocation paper and approved plan from the Grantor of the Market land.**

Whereof the 1st Defendant filed his Statement of Defence and Counter-Claim against the Plaintiff. The said Counter-Claim is before this Honourable Court. By the application of the 1st Defendant before this Honourable Court and granted, the 2nd & 3rd Defendants were joined as necessary parties in this Suit. Both 2nd & 3rd Defendants filed their Statement of Defence, while the 2nd Defendant Counter-Claimed.

However, on the 4th November, 2019 the Plaintiff's Counsel informed the Court that the Plaintiff and the 1st Defendant have reached amicable settlement of this matter and was asked to withdraw the case in the Court. The Honourable Court thereafter ordered parties to meet and file Terms of Settlement. The Plaintiff filed before this Honourable Court a Notice of their resolution to Discontinue and Withdraw this Suit and same was served on all the parties.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- (1) The Plaintiff having withdrawn their claims before this Honourable Court and the 1st Defendant has also agreed to withdraw his Counter-Claim.
- (2) That the said parcel of land belongs to FCTA and managed by Abuja Markets Management Limited.
- (3) That the Plaintiff, 1st & 3rd Defendants having amicably settled this matter out of Court, the parties hereby consent that the Suit be withdrawn.
- (4) That this Terms of Settlement be entered as Consent Judgment of this Honourable Court.

The Court, having read out the said Terms of Settlement hereby enter same as the Consent Judgment of the parties.

This is the Consent Judgment of this Court.

Delivered today the ___ day of _____ 2022 by me.

K.N. OGBONNAYA
HON. JUDGE