

**IN THE HIGH COURT OF JUSTICE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION**

HOLDEN AT HIGH COURT MAITAMA –ABUJA

BEFORE: HIS LORDSHIP HON. JUSTICE S.U. BATURE

COURT CLERKS: JAMILA OMEKE & ORS

COURT NUMBER: HIGH COURT NO. 24

CASE NUMBER: SUIT NO. FCT/HC/CV/354/2018

DATE: 31/5/2022

BETWEEN:

**KELVIN NNAMDI MBA-OKORO.....CLAIMANT/APPLICANT
(Trading under the name and
Style of legal hub Nigeria)**

AND

- 1. AUZA NUMA NIGERIA LTD**
- 2. ALHAJI (HON) ALIU UGBANE**
- 3. MR. FRIDAY ONOVO.....DEFENDANTS**

APPEARANCE:

E. J. Itodo Esq for the Claimant.

Chinyere Moneme Esq for the 1st and 2nd Defendants. Also holding brief for
Yakubu Philomon Esq for the 3rd Defendant.

CONSENT JUDGMENT

The parties in this Suit have filed terms of Settlement on the 8th day of
April, 2022. Which provides:-

TERMS OF SETTLEMENT

Whereas sequel to the action filed by the Claimant against the Defendants dated 27th November, 2018.

Sequel to the service of the action on the Defendants and after series of deliberations on the subject matter, parties with their legal representatives on their own decided to settle their disputes out of Court hence this terms of settlement which provides thus:-

1. That the Plaintiff shall be paid the sum of **₦3 Million (3,000,000.00)** Naira Only by the 1st and 2nd Defendants.
2. That the said **₦3 Million (3,000,000.00)** shall be paid after the sale of the land with respect to the new allocation/compensation awarded in favour of the 1st Defendant by FCDA with allocation file **NO. MISC:114284 measuring 9 Hectares.**
3. That the Caveat placed on the allocation be lifted to enable the 1st and 2nd Defendants sale same upon adoption of this terms of settlement by this Honourable Court.
4. That the Plaintiff shall be notified of the sale of the res and any sale or transfer of ownership of the res without the knowledge of the Plaintiff and without the payment of the agreed sum is void and paragraph 6 shall be activated.
5. That it is further agreed that in an event the 1st and 2nd Defendants is able to pay the Plaintiff before the sale of the land, the Plaintiff shall hands off from the land.
6. That in an event, any of the paragraphs of this terms of settlement is breached, the Plaintiff shall have right of ownership of **9 Plots of land on the said new allocation with respect to file No. MISC: 114284 measuring 9 Hectares** in line with the original agreement of **10%** due to the Plaintiff as his professional fees.
7. That if all the paragraphs this terms of settlement are duly observed, the 1st and 2nd Defendants shall enjoy absolute rights of ownership at the exclusion of any other person whatsoever and howsoever described.

8. That the 3rd Defendant is hereby removed as a party to this suit and does not require to sign this terms of settlement.
9. That no any other person whomsoever or howsoever that have any iota of interest/ownership on the res other than the 1st Defendant is void by virtue of this instrument.
10. That this Terms of Settlement shall be adopted and is hereby adopted as the final Judgment with respect to this suit.

Therefore, parties having duly executed and adopted the said terms of settlement dated 8th day of April, 2022 same is hereby entered as Consent Judgment of the parties in this suit before this Honourable Court.

Signed

***HON. JUSTICE SAMIRAH UMAR
BATURE.***

31/05/2022.