

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT JABI – ABUJA

THIS 24TH DAY OF MAY 2022

BEFORE HIS LORDSHIP HON: JUSTICE A. A. FASHOLA

SUIT NO. FCT/HC/CV/413/2021

BETWEEN

1. **HY-MARKETING EXPORT NIG. LTD**
2. **MR. CHIKENDU HYCENTH** } - **CLAIMANTS**

AND

1. **KABIYAZ INVESTMENT LIMITED**
2. **AERVICE GENERAL PROCUMENT LTD**
3. **THE LIGHT MARITIME LTD**
4. **MR. KABRAH ZIWINGINA**
5. **ALHAJI M.D. SAEED**
6. **MR. FRANK NWOTULE** } **DEFENDANTS**

CONSENT JUDGMENT

By an originating process (**Writ of summons**) dated the 11th day of February, 2021 and filed on the same date. The claimants instituted this action against the defendants before the Honourable Court seeking the following reliefs:

1. **AN ORDER** of this Honourable Court directing 1st ,2nd ,3rd ,4th 5th ,& 6th Defendants to pay the sum of **N6,085,000.00** to the claimants being for goods supplied to the Defendants.
2. **AN ORDER** by this Honourable Court directing the Defendants to pay the sum of (**N50,000,000.00**) as general damages to the claimants.
3. 10% interest until full judgment debt is liquidated.

I have read and considered the terms of settlement as reproduced below jointly executed by the parties which was presented to the Honourable Court for adoption as follows:

Whereas:

1. Kabiyaaz engaged the light maritime for the development of a Housing Estate Development site at Mbora District in Abuja, using a special purpose Agreement, which was duly executed on 19th day May 2015
2. Light Maritime in carrying out his part of the Agreement contracted the suppliers for the supply of building materials at the site, individually at different times.
3. The suppliers have supplied building materials to the defendants through light maritime for a housing Estate Development Site at Mbora District in Abuja.

4. The suppliers supplied building materials which Light maritime acknowledged.
5. The light maritime was thereafter disengaged from the site and he carried out the valuation of work done, which was to the tune of N44,000,000.00 (Fourty Four Million Naira).
6. Kabiya also conducted its valuation of the work done on the site by light maritime to the tune of N34,000,000.00(thirty four million Naira)
7. And whereas the matter was filed in this Honourable Court on 11th day of February 2021 to which the parties herein are desirous of an amicable settlement.

NOW IT HEREBY AGREED AS FOLLOWS:

That the parties **(Claimants and the Defendants)** herein, being desirous of settling the dispute in this matter amicably, have agreed as follows:

1. That the Kabiya shall immediately pay the sum N40,000,000.00 (Fourty Million Naira) to the light Maritime as full and final settlement for the valuation of the work done on the site and free all obligations. Payment shall be made through the counsel – **IGWE & IGWE ATTORNEY, ACCOUNT NO 4872001368. ECO BANK.**

2. That light maritime shall upon receipt of full payment from the 1st and 4th defendants pay the Plaintiff/Suppliers the total sum of **N6,005,000 (Six Million Five Thousand Naira Only)** as full and final settlement of all obligations owed to the claimants herein via **0042137248-ACCESS BANK-J.U IDOKO.**
3. The light maritime shall also pay all other suppliers such as **HENRY IFEANYI EZEAFUA EZEAFUA of ifeanyi ezeadua & co., BEFEC Nig. LTD, NONSO IBEH, BOLLY INTERGRETED CONCEPT, KOLAWOLE ADEBOLA, PRINCESS OSUWA OTARO,MRS. MONOLA KEGHKU, PATIENCE OTI, BLESSING IHEJIETO OF IJI ENTERPRISE AND OTHER,** he engaged on the project whether in court now or not thereby absolving the 1st and 4th Defendants from any other liability after the payment of the said sum of N40,000,000.00 (Forty Million Naira) to the 3rd and 6th Defendants.
4. That the suppliers shall consequentially withdraw every matter claim pending before any Court of justice
5. That all parties shall be bound by the term of this agreement and parties shall bear their respective costs.

6. That the term in this Agreement be entered as consent judgment before any court where this matter is pending
7. That every agreed payment shall be made in full immediately upon the adoption of the terms of this Agreement as consent judgment.
8. That the signatories to this argument make representation and undertake that this settlement extinguish any/all their right (s) of legal or formal redress as it relates to this events leading up, during or even after this settlement is entered.

In view of the forgoing, terms of settlement dated 11th May 2022 filed on the 12th day of May 2022 duly signed by parties and counsel on both sides is hereby adjudged as Judgment of this honourable Court.

Appearances:

Parties: Claimant in court, defendant absent.

Jude U Idoko for the Claimant.

E.J Gamalia with C.C Mogbo , L.O Olaniregun for the 1st and 4th defendants.

K.C Igwe with Ngozi C Igwe for the 3rd and 6th defendants.

Signed
Presiding Hon Judge.
24th May 2022.