

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT MAITAMA AS (VACATION COURT), ABUJA.**

**CLERK: CHARITY ONUZULIKE
COURT NO. 10**

**SUIT NO: FCT/HC/CV/2153/2020
DATE: 1/8/22**

BETWEEN:

DAPO APARA.....CLAIMANT/APPLICANT

AND

ALPHA – BETA CONSULTING LLP..... DEFENDANT

**JUDGMENT
(DELIVERED BY HON. JUSTICE S. B. BELGORE)**

In this case that is pending before his Lordship Kekemeke in Court 4, the parties following their agreement to settle out of Court, filed terms of settlement. It is instructive that the Court is on vacation meaning the Judge originally handling the case is not around to attend to it.

Consequently, learned Counsel to the Claimant filed a Motion *Ex-parte* M/9565/2022 with prayers to move the suit to vacation Court for purposes of adoption of terms of settlement filed as consent Judgment of this Court.

In support of the one side application is an affidavit of extreme urgency of 8-paragraphs. It was deposed to by Gbadebo Ikuesan, a Counsel in the Chambers of Olu Adegoruwa SAN & Co. Also, there is the main affidavit in support of the Motion *Ex-parte*. It is of 9-paragraphs and deposed to by Tyavzum Abraham a litigation officer in the same law firm of Olu Adegoruwa SAN. There is also a written address.

It was on the strength of all the above processes and the submission of the learned SAN that I granted the prayer for this Court as vacation Court to attend to the matter.

Now, I have perused the content of the Terms of Settlement filed. It is dated 13th July, 2022 and filed on 19th July 2022.

The said Terms of Settlement is signed by all the parties and their Counsel. Mr. Dapo Aparara signed for himself while the Managing Director and a partner in the Defendant Company also signed it.

Mr. Ebun-Olu Adegboruwa signed for the Claimant and one Oluwaseun Oyekan signed for the Defendant.

Consequently, I am satisfied that this Terms of Settlement as presented to this Court meets all the conditions for Consent Judgment. I therefore adopt it unhesitatingly as the Judgment of this Court.

For avoidance of doubt, the terms of settlement are as follows:

1. The Claimant (the “Claimant”) instituted this action claiming, *inter alia*;
 - 1.1 That Professor Paul Obo Idonigie SAN be appointed and confirmed to be single arbitrator in the arbitration over the disputes in their partnership business as provided under their arbitration contract; and
 - 1.2 In the alternative any such single arbitrator as this honourable court may in its discretion appoint for the arbitration purpose as provided under the Partnership Agreement.

2. In order to amicably resolve the dispute relating to the subject-matter of this suit and other related actions pending in various courts, Mr. Oladapo Apara (Trading under the name and style of Infiniti Systems Enterprises), Alpha-Beta Consulting Limited and Alpha-Beta Consulting LLP entered into the Global Settlement Agreement (the “Settlement Agreement”).
3. That Parties herein hereby adopt and incorporate the terms and conditions set out in the Settlement Agreement into these Terms of Settlement (the “Terms”). A copy of the Settlement Agreement is hereby attached to the Terms and forms part of the Terms.
4. Subject to paragraph 3 above, each Party:
 - 4.1 wholly and completely terminates, abandons, withdraws and abates all and any claims or counterclaims against each other connected to or arising from the subject-matter of this suit;
 - 4.2 agrees that the execution and performance of the Terms is not and will not be presented or construed as any admission of any liability on the part of any of the parties save in respect of the performance of the Terms and any obligations arising hereunder; and
 - 4.3 hereby releases and discharges the other from all claims and liabilities whatsoever which have been asserted or could have been asserted against the other in this suit or as a result of the judgment of the Court in this suit.
5. The Claimant and the Defendant and each of their successors-in-title and/or any person claiming through or on behalf of any of them herein shall not institute and/or engage in any

action, proceedings, complaint, petition or take any steps or cause any statutory or other organization or person of any type and/or seek any relief for any sort of benefit financial or otherwise and/or enforcing any judgment and/or awards wheresoever obtained, against the other party, their directors, their privies or any of their assets within or outside the jurisdiction of this Honourable Court arising as a result of this suit or the judgment of the Court in this suit.

6. The Parties shall bear their respective costs of this suit.
7. The parties agree that the Terms are binding on them and their affiliates/related entities and same shall be entered as final judgment of this Honourable Court in this suit.
8. The terms hereof shall also take effect as a contract between the Parties notwithstanding that it shall also be a judgment of the Court.

Signed
Suleiman Belgore
(Judge) 1/8/22