

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

**IN THE ABUJA JUDICIAL DIVISION**

**HOLDEN AT KUBWA, ABUJA**

**ON WENESDAY THE 6<sup>TH</sup> DAY OF JULY, 2022**

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

**SUIT NO.: FCT/HC/CV/3582/2021**

**BETWEEN:**

**AL-AUBASH NIGERIA LIMITED**

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**PLAINTIFF**

**AND**

**EARTHPOINT SERVICES DEVELOPMENT LIMITED-----DEFENDANT**

## **BENCH JUDGMENT**

The provision of the Rules of this Court envisages parties to explore out of Court settlement of Issues in dispute while the matter is pending. Once the parties resolve and amicably settle their difference and had penned down the said Terms and filed it in Court, they are free to come before the Court to adopt same and urge the Court to enter same as their Consent Judgment. When that is done, the Judgment has the same efficacy as like any Judgment of the Court gotten after the haggling of Hearing and call of evidence. Once that is done, the Court has no reason not to enter same as Consent Judgment of the parties.

In this case, the parties have done exactly that. They have settled their dispute amicably. They have penned down the Terms of Settlement. They have also filed it in

Court and had in turn through their respective Counsel adopted the said Terms of Settlement and urged the Court to enter same as their Consent Judgment which has the same force and efficacy as the Judgment of this Court gotten after full Hearing and call of evidence.

It is the law that once parties have settled as the parties in this Suit had done in this case, the duty of the Court is to chorus a “Judicial Amen” to the Terms and to sign same as Consent Judgment of the parties which can be enforced as any other Judgment.

The parties have adopted the said Terms of Settlement, this Court will read out the Terms verbatim and after do the needful.

## **TERMS OF SETTLEMENT BETWEEN THE CLAIMANT AND THE DEFENDANT**

### **INTRODUCTION**

The Plaintiff herein caused this writ of summons to be issued and served against the Defendant wherein the Plaintiff was claiming the following reliefs:

- A. A DECLARATION** that the Agreement dated the 31st day of January, 2021, between the Plaintiff and the Defendant in respect of all that parcel of land measuring approximately 1,925sqm together with the uncompleted Eight (8) Units of Four (4) Bedroom Terrace Duplexes ( Unit 1, 2, 3, 4, 5, 6, 7, and 8) with One (1) Bedroom Boys Quarters attached to each units situate at Plot 544 Cadastral Zone A09 Guzape, Abuja duly covered by Certificate of Occupancy Number:119ew-afcfz-5f52r-3700u-10 , File Number BO 10447 is valid, subsisting and binding between the Plaintiff and the Defendant.

**B. A DECLARATION** that in view of the agreement dated the 31st day of January, 2021 entered into by the Plaintiff and the Defendant in respect of all that parcel of land measuring approximately 1,925sqm together with the uncompleted Eight (8) Units of Four (4) Bedroom Terrace Duplexes (Units 1, 2, 3, 4, 5, 6, 7, and 8) with One (1) Bedroom Boys Quarters attached to each unit situate at Plot 544 Cadastral Zone A09 Guzape, Abuja belongs to the Plaintiff.

**C. AN ORDER OF PERPETUAL INJUNCTION** restraining the Defendant whether by themselves, their agents, servants, privies, heirs, assigns or anybody claiming through the Defendant however called from entering, constructing, interfering or dealing on all that parcel of land measuring approximately 1,925sqm together with the uncompleted Eight (8) Units of Four (4) Bedroom Terrace Duplexes (Unit 1, 2, 3, 4, 5, 6, 7, and 8) with One (1) Bedroom Boys Quarters attached to each units situate at Plot 544 Cadastral Zone A09 Guzape, Abuja.

**D. AN ORDER** for the sum of Fifty Million Naira (₦50,000,000) as general damages.

**E. AN ORDER** for the sum of Ten Million Naira (₦10,000,000) as cost of their suit.

**WHEREAS:** The Plaintiff and the Defendant to this suit have met and discussed all the reliefs contained concerning and regarding the subject matter of this suit before and in the presence of their respective counsel and desirous of amicable settlement of the matter.

**NOW THEREFORE THE PLAINTIFF AND THE DEFENDANT** have agreed that this suit between the

Plaintiff and the Defendant be settled on the following terms:

- a)** The Defendant have agreed with the Plaintiff that it failed to deliver the subject matter to the Plaintiff as agreed in the Memorandum of Understanding and therefore wave its rights and entitlements in the Memorandum of Understanding dated the 31st day of January, 2021 entered into by the Plaintiff and the Defendant in respect of all that parcel of land measuring approximately 1,925sqm together with the uncompleted Eight (8) Units of Four (4) Bedroom Terrace Duplexes (Units 1, 2, 3, 4, 5, 6, 7, and 8) with One (1) Bedroom Boys Quarters attached to each unit situate at Plot 544 Cadastral Zone A09 Guzape, Abuja and therefore the subject matter now belong solely to the Plaintiff.
- b)** That the Plaintiff shall not be liable to any liability between the Defendant and any Third (3rd) party in respect of all that parcel of land measuring approximately 1,925sqm together with the uncompleted Eight (8) Units of Four (4) Bedroom Terrace Duplexes (Units 1, 2, 3, 4, 5, 6, 7, and 8) with One (1) Bedroom Boys Quarters attached to each unit situate at Plot 544 Cadastral Zone A09 Guzape, Abuja.
- c)** The Plaintiff and the Defendant shall bear their respective cost and damages incurred during the pendency of the failed transaction.
- d)** The Defendant shall forthwith deliver all requisite documents and or necessary approvals in its possession issued by relevant authorities for the

completion of the building in respect of the subject matter.

- e) That the Plaintiff will not ask for damages and cost of this suit from the Defendant.
- f) That these terms of settlement shall be irrevocable binding on the Plaintiff and the Defendant herein.

**IT IS FURTHER AGREED** as follows:

The Plaintiff and the Defendant hereby further agree that the foregoing shall be the consent judgment of the Honourable Court between the parties in this matter.

This Court, having read out the said Terms of Settlement, hereby enters same as the Consent Judgment of the parties today the 6<sup>th</sup> day of July, 2022 by me.

**This is the Consent Judgment of this Court.**

**Delivered today the \_\_\_ day of \_\_\_\_\_ 2022 by me.**

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