

**IN THE HIGH COURT OF JUSTICE OF THE  
CAPITAL TERRITORY ABUJA  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT MAITAMA - ABUJA**

**BEFORE: HON. JUSTICE O. C. AGBAZA**

**COURT CLERKS: UKONU KALU, GODSPOWER EBAHOR & ORS**

**COURT NO: 6**

**SUIT NO: FCT/HC/CV/176/2021**

**BETWEEN:**

**CHIEF MIKE OZEKHOME, SAN.....CLAIMANT**

**VS**

**VISCOUNT MULTIPURPOSE COOPERATIVE SOCIETY LTD....DEFENDANT**

**CONSENT JUDGMENT**

Having carefully considered the submission of both Counsel and note the Terms of Settlement dated 22/7/2022 but filed on 28/10/2022 wherein the parties appended their signatures and Counsel urge the court to adopt it as Consent Judgment in this Suit, the court will allow the application, accordingly, the Terms of Settlement duly signed and filed on 28/10/2022 is hereby entered as the Consent Judgment in this suit. I so order.

**TERMS OF SETTLEMENT**

- (1) **WHEREAS** the Claimant filed a Writ of Summons against the Defendant in CV/176/2021 claiming the following:
  - a. A declaration that the outright refusal by the Defendant to pay the Claimant its capital investment of ₦50,000,000.00 (Fifty Million Naira) only since 2017, till date is wrongful,

unlawful and unethical, unprofessional, unconscionable, horrifying, reprehensible, immoral, malicious, illegal, unconstitutional and a breach of express and implied monetary and non-monetary debt obligation and/or services imposed on the Defendant by contract and statutes on behalf of the Claimant.

- b. An Order compelling the Defendant to pay the Claimant the Sum of ₦50,000,000.00 (Fifty Million Naira) only being the full and the final settlement of Claimant direct investment for breach of express and implied monetary, debt for breach of express and implied monetary and non-monetary debt obligation and/or services imposed on the Defendant by contract and statute on behalf of the Claimant.

(2) **AND WHEREAS**, the Defendant avails as follows:

- a. That it owes the Claimant the sum of Fifty Million Naira only;
- b. That the said sum was invested by the Claimant to be used to give members of her Cooperative loans secured by property-collaterals to which it did but experienced great difficulties to recover the said monies from members so given.
- c. That her property at Block 2B, Tanga Street, Wuse Zone 6, Abuja will be sold to pay the Claimant and other members of the Cooperative who have investments with her.

**NOW IT IS HEREBY AGREED THAT:**

1. The Defendant shall pay to the Claimant the sum of ₦50,000,000.00 (Fifty Million Naira) only being investment sum paid to the Defendant.
2. That the Defendant has an immovable property at Block 2B, Tanga Street, Wuse Zone 6, Abuja which can satisfy the said amount and has agreed with the Claimant that an application would be made to this Honourable Court to attach the said property to be jointly sold by parties to enable the payment of the invested amount from the proceed of thereof.
3. That upon the payment and receipt of the invested amount, the Claimant shall return to the Defendant, the Originals Title and other documents of his property at Life Camp, Abuja given to him to hold when the investment was made.
4. That the Claimant is at liberty to seek a Garnishee Order against the Defendant's Bank Account to recover the above sum if the sales of the referred property is delayed or frustrated by the Defendant.
5. That the terms herein shall be adopted as Consent Judgment to the suit.

Signed

**HON. JUSTICE C.O. AGBAZA**

Presiding Judge

3/11/2022

**APPEARANCE:**

ABOSO OGBORO – FOR THE CLAIMANT

AMAUCHE ONYEDUN (MRS), QUEEN UBOKUTOM, I. UMANA, AISOSE  
OGBORO, DR. ADEKUNLE OLADAPO – FOR THE DEFENDANT