

**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/2167/2021**

**BETWEEN:**

- 1. DR. MICHAEL UADIALE**
- 2. DR. ENOJARE UADIALE**  
(SUING THROUGH THEIR ATTORNEY  
EGBORESHARE FRIDAY.....

**CLAIMANTS**

**VS**

- 1. SALIS VENTILATED HOMES LIMITED**
- 2. ALHAJI SALIU ABUBAKAR .....DEFENDANTS**

**CONSENT JUDGMENT**

I have listened to the submission of Claimants Counsel and note that Hearing Notice was served on the Defendants and also note that the said Terms of Settlement endorsed by both parties and filed on 10/8/2022 has also been served on all the parties. In consequent, having found that the Claimants has done the needful as to service, and I shall in the circumstance, order that the said Terms of Settlement filed on 10/8/2022 and endorsed by all the parties, is hereby entered as the Consent Judgment of the parties in this Suit. I so order.

**TERMS OF SETTLEMENT**

WHEREAS: The Claimants are seeking the following reliefs against the Defendants jointly and severally to wit:

- (a) A Declaration that the Defendants refusal to deliver possession of a Unit of 3 (Three) Bedroom Blocks of Flat No 8A, B, C & D situate at Plot 433, Cadastral Zone CO2 Gwarimpa 1, FCT Abuja to the Claimants is a breach of contract.
- (b) A Declaration that the Claimants are entitled to immediate possession of a Unit of 3 (Three) Bedroom Block of Flats No 8A, B, C & D situate at Plot 433 Cadastral Zone CO2, Gwarimpa 1, FCT Abuja.
- (c) An Order of specific performance on the Defendant to deliver possession of a Unit of 3 Bedroom Block of Flat Nos 8A, B,C & D situate at Plot 433, Cadastral Zone CO2, Gwarimpa 1, FCT Abuja to the Claimants.
- (d) An Order of Perpetual Injunction restraining the Defendants, their agents or privies from selling or disposing of the property consisting of (3)three Bedroom flats 8<sup>A</sup>, B,C and D (CARCASS) situate at Salis Court Plot 433, Gwarimpa ICadastral Zone CO2, FCT Abuja.

**Alternative to 4 above**

- (e) Special damages of Sixty-Three Million Naira (N63,000,000.00) being the purchase price paid for a Unit of 3 (Three) Bedroom Block of Flats Nos 8<sup>A</sup>, B,C & D situate at Plot 433, Cadastral

Zone CO2, Gwarimpa 1, FCT Abuja and the legal fee charged for the preparation of the Deed of Assignment of the property.

- (f) Interest at the rate of 21% from 17/11/2020 till date of Judgment, and thereafter 10% Interest until final payment.
- (g) GENERAL DAMAGES of Five Hundred Million Naira (₦500,000,000.00) for breach of contract and mental anguish caused by the Defendants and suffered by the Claimants.
- (h) Interest at the rate of 10% per annum from the date of judgment till final payment,

AND WHEREAS; the Claimants and the Defendants have settled this Suit as stated hereunder.

**THE PARTIES HAVE AGREED HEREUNDER AS FOLLOWS:**

- (1) That **SALIS VENTILATED HOMES LIMITED** has agreed to re-allocate another Block of 3 (three) Bedroom Flat **(CARCASS)** to **DR. MICHAEL UADIALE and DR. (MRS) ENOJARE UADIALE.**
- (2) That the new Block allocated to **DR. MICHAEL UADIALE** and **DR. (MRS) ENOJARE UADIALE** is (Block 9A, B, C & D) Plot 433, Gwarimpa 1, FCT Abuja.
- (3) That SALIS VENTILATED HOMES LIMITED shall issue a new

Allocation Letter reflecting the new Block of 3 Bedroom Flat that is (Block 9A, B, C, D) and execute a new Deed of Assignment with **DR. MICHAEL UADIALE and DR. (MRS) ENOJARE UADIALE.**

- (4) That the final Terms of Settlement takes precedent and supersede every other **Allocation/Deed of Assignment** execute by the parties.
- (5) That by parties executing this final Terms of Settlement all other previous **Allocation/Deed of Assignment** is rendered **VOID.**
- (6) That a new Block so allocated, **SALIS VENTILATED HOMES LIMITED** shall fix the external Doors and Windows and hand over keys of same to **DR. MICHAEL UADIALE and DR. (MRS) ENOJARE UADIALE** on or before the 31<sup>st</sup> day of November, 2021.
- (7) That this final **Terms of Settlement** is entered voluntarily by parties and has binding effect on all **parties.**
- (8) That the **Defendants** shall bear no further liability in respect of this Suit no matter however arising.
- (9) That the parties have agreed that this **Terms of Settlement** be entered as Judgment of the Honourable Court in Suit No: **FCT/HC/CV/2167/2021.**

Signed.

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

Presiding Judge.

18/10/2022

SIR P.O. AIHIOKHAI WITH PEACE OFODILE-OKAFOR (MRS) - FOR THE  
CLAIMANTS

NO APPEARANCE FOR THE DEFENDANTS

