

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT ABUJA,**

**BEFORE HIS LORDSHIP: HON. JUSTICE**

**COURT NUMBER: HIGH COURT NO. 28**

**DATE: 17<sup>TH</sup> NOVEMBER, 2022**

**FCT/HC/PET/474/2021**

**BETWEEN:**

**STELLA – MARIS AKPET.....**

**PETITIONER**

**AND**

**OKIMONYE AKPET.....**

**RESPONDENT**

**JUDGMENT**

The Petitioner sought before the Court as contained in her Petition dated 6<sup>th</sup> September, 2022 and filed in the Court Registry the same day for the following orders:-

1. A decree of dissolution of marriage with the Respondent on the ground that the marriage has broken down irretrievably due to the irreconcilable difference between the petitioner and the Respondent which has resulted in both parties living apart for Continuous period of 2 years immediately preceding this petition.
2. An order granting primary custody of the only child of the marriage to the petitioner.

The petitioner was granted leave to serve the Respondent through substituted means via his e-mail address the Respondent did not file any processes before the Court, the case came up for hearing on the 17<sup>th</sup> day of November, 2022, both parties were represented in Court, the Petitioner was present, petitioners Counsel informed the Court that the matter has been amicably settled out of

Court and that terms of settlement has been filed in the Court registry on the 16<sup>th</sup> day of November, 2022.

Learned Counsel for the Petitioner applied that the terms of settlement be entered as consent judgment in this case, Counsel to the respondent agreed and adopt the submissions of the Petitioner 's Counsel. The terms of settlement as mutually agreed by the parties are as follows:-

1. Each parent is fit and proper

Stella – Maris and Okimonye agree d that each is a fit parent and proper person to care for Rejurokim. The parties also agreed that it is in the best interests of Rejurokim for each parent to continue to have an active and constructive role in providing moral, social, economic, and educational environment for the child. The parties intend that Rejurokim shall have a sense of security and the benefit of a good relationship with each parent.

2. Parenting arrangements

The parties agreed that they shall have joint legal custody of Rejurokim. However, Stella –Maris shall have primary physical custody of Rejurokim, subject to the following:-

a. Parenting cooperation

The parties agreed to give each other support in their roles as parents and consider the other's view for the physical and emotional wellbeing of Rejurokim. Each party agrees to seek to obtain the other's agreement, in advance regarding any activity of Rejurokim that could reasonably be expected to be of substantial concern to the other. The parties agree that Stella – Maris shall make major decisions affecting Rejurokim's health, welfare, education, and upbringing, after discussion, consultation and agreement with Okimonye. The only exception to this provision shall be that

of an emergency reasonably necessitating immediate attention and decision making.

b. Visitation rights

Okimonye shall be able to see Rejurokim flexibly, conditioned upon prior notice to Stella- Maris of at least 24 hours; and Okimonye's desired time with Rejurokim not conflicting with Stella's or the child's established plans.

c. Holiday and vacation period

The parties agree that they shall, overall, equally share holiday and vacation time with Rejurokim. The parties agreed to communicate at least seven days before each holiday or vacation period to determine the residential scheduling for the period. If practicable and mutually desired, the parties shall share, approximately equally, each holiday and vacation period.

d. Parental communication

Stella – Maris shall use her best endeavours to immediately notify Okimonye of any emergency circumstances or substantial changes in Rejurokim's health. The parties agreed to communicate not less than once every three months to discuss Rejurokim's upbringing and how it may be best supported.

e. Right to communication

Okimonye shall have the unlimited right to correspond with Rejurokim by telephone, Videocon ference or other appropriate means during reasonable hours without interference or monitoring.

f. Affection and respect

Stella – Maris shall use her best endeavours to maintain free access and unhampered contact between Rejurokim and Okimonye and foster affection and respect between Rejurokim and Okimonye. Neither party shall

intentionally do anything that would estrange Rejurokim from the other party, or that would deliberately impair the natural development of Rejurokim's love and respect for each other.

g. Access to information

Stella – Maris shall ensure that Okimonye has full access to all information available from Rejurokim's schools and medical dental, and religious resources. Stella – Maris shall fully share such details with Okimonye. Both parties shall have the right to visit with Rejurokim at School, attended Rejurokim's school activities, and have full access to Rejurokim's school teachers and administrators to obtain complete information about the Child in school. Additionally, Stella- Maris shall use her best endeavours to notify Okimonye of all significant programs, meetings, performance, games, and other activities he may not be aware of involving or concerning Rejurokim, of which parents are allowed to attend.

h. Mediation

The parties will use their best endeavours to resolve any disagreements they may have concerning Rejurokim amicably and cooperatively. If they alone cannot resolve a conflict, the parties agree to present their disagreement to a mutually acceptable mediator for mediation. The parties agree that the mediator will be accredited with and appointed by the Abuja Multi- Door Courthouse (AMDC). Any party may initiate mediation by filing a written request for mediation at the AMDC. The parties shall follow the mediation procedure to its conclusion before seeking relief from the Court, except in the case of an abusive situation or another emergency. The parties shall equally pay for any such mediation.

Except for the provision regarding joint legal custody of Rejurokim by the parties, the parties shall review the parenting arrangements provided for in these terms of settlement for possible change and improvement as follows:-

Upon the intended cohabitation or remarriage of either party.

Biennially(i.e every two years) during January each applicable year, beginning with January, 2022.

If the parties cannot resolve any disagreement in reviewing their parenting arrangement, they agree to mediate such disagreement, as provided above.

### 3. Child Support

The parties agreed that Stella – Maris shall be responsible for the child's upkeep except for his school fees and medical bills.

### 4. Health Insurance

So long as Rejurokims is under 18 years, Okimonye shall obtain the most economic major medical insurance coverage available for Rejurokim. Unless and until Okimonye and Stella – Maris agree otherwise in writing, Okimonye shall pay all costs of providing health insurance for Rejurokim. Okimonye shall pay all uninsured medical, dental, optical, pharmaceutical and counselling expenses for Rejurokim until the child reaches 18 years.

### 5. Payment towards school fees

#### A. Primary/secondary education

Upon agreement between the parties with regard to the choice of the child's primary or secondary School, Okimonye shall make further payments for Rejurokim's benefit, per term for the child's school fees.

#### B. Tertiary Education

Upon agreement between the parties with regard to the choice of the child's tertiary school, Okimonye shall also make payments for Rejurokim's benefit,

for the child's university fees. Once Stella – Maris notifies Okimonye with an invoice from the institution regarding the payment fees, Okimonye shall deposit the invoiced amount into a bank account of the institution.

C. Excess support.

Any payment voluntarily made by Okimonye Stella – Maris at any time for her support and maintenance or the support, maintenance and education of Rejurokim in excess of the sum specified above shall neither alter Okimonye's obligation hereunder nor create any precedent for the future. Such excess payments shall not be construed as proof or indication of Okimonye's ability to make increased payments nor of Stella – Maris need thereof. Accordingly, the shall not be used in any action or proceedings for evidentiary purposes or otherwise.

Where parties settled and then prepare terms of settlement which they embody in a document and apply to Court for same to be entered as consent judgment in the action, the duty of Court at that point is limited to giving effect to the express intention of parties as embodies in the file terms of settlement.

Accordingly the marriage between the Petitioner and the Respondent is hereby dissolved based on the submission made above by the petitioners Counsel and subsequent affirmation of the same by the learned Counsel to the Respondent, the terms of settlement as contained above is hereby entered as consent judgment.

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**HON. JUSTICE M.S IDRIS**  
**(Presiding Judge)**

Appearance

Babayemi Olaniyan:- For the Petitioner

Teinye Akobo:- For the Respondent