

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT GARKI – F.C.T. – ABUJA
BEFORE HIS LORDSHIP: HON. JUSTICE S. B. BELGORE

CLERK: CHARITY ONUZULIKE
COURT NO. 10

SUIT NO: FCT/HC/CV/006/2020
DATE: 11/5/2023

BETWEEN:

ADEBIMPE JENNIFER ATINUKE ADEBAYO.....CLAIMANT

AND

HON. BOLAJI YUSUF AYINLA.....DEFENDANT

JUDGMENT

In this case arising from dispute between Husband and Wife i.e. Jennifer Adebayo and Hon. Bolaji Ayinla. The Claimant prayed some sundry reliefs i.e. 1 – 6 as follows:

- (1) **A DECLARATION** that the Claimant and the Defendant having contributed money for the purchase and finishing of:
 - (a) Four (4) Bedroom Duplex lying, being and situate at No. 72, Main Street, Suncity Estate, Abuja;
 - (b) Three (3) Bedroom Bungalow lying, being and situate at No. 6, Juba Street, Suncity Estate, Abuja, family properties, they are joint owners of same.

- (2) **AN ORDER** of this Honourable Court granting ownership and possession of the three (3) Bedroom Bungalow lying, being and situate at No. 6, Juba Street, Suncity Estate, Abuja to the Claimant as her personal property, the Defendant having terminated the marriage relationship that existed between the parties.

- (3) **AN ORDER** of this Honourable Court that the Mercedes Benz car E500 with Registration number BWR 995 PV registered in the name of the Claimant but unlawfully detained by the Defendant be returned to her forthwith.
- (4) **AN ORDER** of Perpetual Injunction restraining the Defendant herein either by himself, agent, servant, privies or assigns or any other person or person from laying claims and or title to the said three (3) Bedrooms Bungalow lying, being and situate at No. 6, Juba Street, Suncity Estate, Abuja;
- (5) **AN ORDER** of Perpetual Injunction restraining the Defendant herein either by himself, agent or agents, privy or privies, servant or servants, assign or assigns or any other person or persons from selling the three (3) Bedrooms Bungalow lying, being and situate at No. 6, Juba Street, Suncity Estate, Abuja or ejecting the Claiming there from or from taking any step or steps whatsoever capable of disturbing her peaceful occupation and possession of the said property;
- (6) **ANY ORDER** or other Orders as the Court may deem fit to make in the circumstance of the case.

When the case came up for hearing on the 9/2/2023, the Counsel to both parties informed the Court of their preparedness to settle out of Court. We then adjourned till today to enable them do so.

Some minutes ago, both Counsel of the parties i.e. D. L. Olorunman and Maxwell Omoeje informed the Court that the parties have settled out of Court. Both Counsel referred to the terms of settlement already filed in Court and urged me to adopt it as the Consent Judgment of this Court.

I have perused the content of the Terms of Settlement filed. It is dated 10/5/2023 and filed same day. The agreement clause has 13 items under it which are:

- (1) That the Defendant sponsors and continues to sponsor the education of the only child of the marriage via payment of school fees, examination fees, including sundry fees charged by schools from time to time, purchase of learning/academic materials, etc., as at when due up till post graduate education level.
- (2) That the monthly allowance for the upkeep of the only child of the marriage by the Defendant be increased to the sum of **₦130,000.00 (One Hundred and Thirty Thousand Naira Only)**.
- (3) That the Defendant shall provide a suitable accommodation for the Claimant and the only child of the marriage by renting a suitable apartment with the rental value within the range of **₦1,800,000 (One Million, Eight Hundred Thousand Naira only) to ~~₦2,000,000~~ (Two Million Naira only)** per annum.
- (4) That the choice of the suitable apartment shall be made between the parties within three (3) months from the date of execution of this agreement.
- (5) That until the suitable accommodation referred to in (c) above is provided, the Claimant and the only child of the marriage shall continue to reside in the 3-bedroom bungalow building they currently reside in without any form of disturbance by anyone whosoever and all maintenance related expenses for the said property shall be borne by the Defendant.
- (6) That the Defendant shall provide at least a nanny/house help to assist in the keeping/raising of the only child of the marriage between him and the claimant.
- (7) That the claimant shall have full custody of the child with an unrestricted access and absolute freedom for the child to visit or stay with the Defendant if and when he so wishes.

- (8) That a suitable car be provided to aid the transportation of the only child of this marriage within (3) three months from the date of execution of this agreement.
- (9) That the ~~₦130,000.00~~ **₦130,000.00 (One Hundred and Thirty Thousand Naira)** monthly allowance in (b) above, and the range of ~~₦1,800,000.00~~ **₦1,800,000.00 (One Million, Eight Hundred Thousand Naira)** to ~~₦2,000,000.00~~ **₦2,000,000.00 (Two Million Naira)** rent in (c) above, are susceptible to upward review.
- (10) That upon securing the rented property/accommodation, the Claimant shall vacate the 3 Bedroom bungalow currently being occupied by her, the only child of the marriage and her dependents, and hand over vacant possession to the Defendant.
- (11) That the provision of an accommodation referred to in (c) above shall become terminated once the child clocks the age of 18 years and become an adult.
- (12) That this Terms of Settlement executed by parties and their Counsel hereof shall be the consent Judgment of this Honourable Court in this matter.
- (13) That parties shall bear their respective costs of this suit.

More importantly, the Terms of Settlement is endorsed by both parties and their respective Counsel.

I therefore have no hesitation in adopting it as the Judgment of this Court and I so do.

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S. B. Belgore
(Judge) 11/5/2023