

**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/2897/22  
**DATE:** 4/5/2023

**BETWEEN:**

1. HINCKLEY ASSOCIATES NIG LTD
  2. FEMI RICHARD ARINGBANGBA
- } CLAIMANTS

**AND**

1. ALLIANCE FOR RESPONSIBLE BATTERY  
RECYCLING LTD/GTE
  2. TERSEER UGBOR
- } DEFENDANTS

**JUDGMENT**

It would be recalled that on the 13/3/2022, learned Counsel to both parties informed the Court that parties were desirous of settlement outside the Court room. I agreed with them and adjourned the matter till today the 4/5/2022 to enable parties consummate that desire.

A few minutes ago, learned Counsel to the Claimant, Mr. S. Nwankwo informed the Court that parties have settled and consequently filed in Court Terms of Settlement. He urged me to adopt it as the Judgment of this Court.

M. P. Anundu of Counsel to the 1<sup>st</sup> and 2<sup>nd</sup> Defendant was similarly inclined. She also in essence urged me to adopt the Terms of

Settlement as the Consent Judgment of this Court. I have considered the factual and legal circumstances of this case.

It is a case that was placed under the undefended list procedure at the instance of the two (2) Claimants – Hinckley Associates Nig. Ltd and Femi Richard Aringbangba.

The Defendants, two of them Alliance for Responsible Battery Recycling Ltd and Terseer Ugbor – were served with the Claimant writ and affidavit in support.

Upon service, the two defendants filed a Notice of Intention to Defend together with an affidavit disclosing a defence on the merit. However, before I could consider their Notice of Intention to defend, the parties settled out of Court and filed Terms of Settlement which both Counsel has urged me to adopt as the Consent Judgment of this Court.

I have taken a critical and close look at the said Terms of Settlement. It is dated 13/4/2023 and filed today, the 4<sup>th</sup> May, 2023. It is signed by both parties and their Counsel. I am therefore satisfied that the Terms of Settlement under reference meet the full requirement of the law.

Paragraphs 4 therein stated the settlement clause as agreed to by both parties. It reads:

- (a) The 1<sup>st</sup> Defendant having paid the sum of **N10,500,000.00** to the Plaintiffs of which the plaintiffs hereby acknowledges receipt thereof, both parties have agreed that the said money shall be full and final settlement of the dispute between the parties.
- (b) The **N10,500,000** was paid in two instalments as shown below:

- (1) **N5,000,000** paid on 10/3/2023
  - (2) **N5,500,000** was paid on 22/3/2023
- (c) The money was paid into the Plaintiff's account No. **1014606642** at Zenith Bank.

Be all the above as it may, therefore, this Terms of Settlement is therefore adopted as the Judgment of this Court (see Exhibit 'A' which is the Terms of Settlement filed in Court).

For avoidance of doubt, it is hereby ordered as follows:

1. The 1<sup>st</sup> Plaintiff and 1<sup>st</sup> Defendant are business partners and have enjoyed a cordial business relationship over the years.
2. That in the course of their business dealings, dispute arose between the parties hence the Plaintiffs initiated this suit via a Writ under the Unfiled list procedure dated 1<sup>st</sup> September, 2022.
3. The Defendants in response filed a Notice of Intention to Defend and Preliminary Objection dated 8<sup>th</sup> day of February, 2023.
4. Parties are now desirous of settling this dispute amicably

The parties hereby have resolved to settle as follows:

- a. The 1<sup>st</sup> Defendant having paid the sum of **N10,500,000** (Ten Million, Five Hundred Thousand Naira) to the Plaintiffs of which the Plaintiffs hereby acknowledges receipt thereof, both parties have agreed that the said money shall be as full and final settlement of the dispute between the parties.

b. That the 1<sup>st</sup> Defendant paid the said sum of **N10,500,000** (Ten Million, Five Hundred Thousand Naira) in two instalments as follows:

i. The sum of **N5,000,000.00** (Five Million Naira) only was paid on the 10<sup>th</sup> day of March, 2023.

ii. The balance sum of **N5,500,000.00** (Five Million, Five Hundred Thousand Naira), was paid on the 22<sup>nd</sup> March, 2023.

***Receipts evidencing both payments are herewith attached.***

c. The 1<sup>st</sup> Defendant made all payments contained herein into the agreed Plaintiff's account number provided below:

**ACCOUNT NO:** 1014606642

**ACCOUNT NAME:** HINCKLEY ASSOCIATES NIGERIA LTD

**BANK:** ZENITH BANK

d. Parties shall bear their respective cost of this suit.

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**S. B. Belgore**

(Judge) 4/5/2023