

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT ABUJA,

BEFORE HIS LORDSHIP: HON. JUSTICE MUHAMMAD S. IDRIS

COURT: 28

DATE: 4<sup>TH</sup> MAY, 2023

FCT/HC/CV/CV//3429/2022

BETWEEN: -

CHUKWUDI NWOSU GABRIEL

(TRADING UNDER THE NAME AND STYLE

MACHURIEL SHALOM

GLOBAL AGRO ENTERPRISE)

AND

NIGERIA INCENTIVE-BASED RISK SHARING

SYSTEM FOR AGRICULTURAL LEADING

PLC (NIRSAL PLC)

CLAIMANT

DEFENDANT

### JUDGMENT

The Claimant as contained in the statement of claim dated and filed on the 13<sup>th</sup> day of October, 2022 claims before the Court for the following reliefs:-

1. The sum of N2,100,000.00 (two Million, One Hundred Thousand

Naira) only being the sum owed the Claimant by the Defendant as cost for the supply of 3000 (Three Thousand cassava stems) to the farmers in Akwa Ibom state under the Uyo Women Agro link MPC Union.

2. Post judgment interest against the Defendant at the rate of 10%

per annum on the judgment sum until the debt is fully liquidated.

3. Cost of this suit at N500,000.00 (Five Hundred thousand Naira)

The originating processes were duly served on the Defendant. However, the Defendant did not file any processes, on the 21<sup>st</sup> day February, 2023 Counsel to the Plaintiff informed the Court that the Defendant had approached them for settlement thereby seeking adjournment for report of settlement which was granted. On the 6<sup>th</sup> of April while the matter was called for hearing, Counsel to the Plaintiff informed the Court that parties have settled and terms of settlement have been duly filed. Learned Counsel for the Plaintiff applied that the terms of settlement dated 4<sup>th</sup> of April, 2023 and filed on the 5<sup>th</sup> of April, 2023 be entered as consent judgment in this case.

The terms of settlement as mutually agreed by parties are in the following terms: -

1. The Defendant shall pay to the Plaintiff the total sum of N2,100,000.00 (two Million One Hundred Thousand Naira) being the sum settled for by the parties.
2. The settled sum has now been paid by the Defendant to the Claimant and the Claimant hereby acknowledges same.
3. The parties should bear respective cost of this litigation.
4. That the above should with leave of Court, be adopted as the consent judgment of the parties.

The above terms were duly executed by the parties in the matter, where parties settle 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 the Court at that point is limited to give effect to the express intentions of the parties as embodied in the filed terms of settlement.

Accordingly the terms of settlement dated 4<sup>th</sup> April, 2023 and filed on the 5<sup>th</sup> day of April, 2023 having been duly executed by the parties and their respective witness, same is hereby entered as consent judgment in this action and I so hold.

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HON. JUSTICE M.S IDRIS  
(Presiding Judge)

Appearance

A.A Akaahs:- For the Claimant.