

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

BEFORE HIS LORDSHIP: HON. JUSTICE M.S IDRIS

COURT NUMBER: HIGH COURT NO. 28

DATE:10 /5/2023

FCT/HC/CV/594/2021

BETWEEN:

OKECHUKWU OGBODO.....

PLAINTIFF

AND

**1. EZE PATRICK
2. FELIX UGOCHUKWU KALU }**

DEFENDANTS

JUDGMENT

The Claimant as contained in the statement of claim dated and filed on the 1st day of March,2021 claims before the Court for the following reliefs: -

1. A declaration that the agreement between the Claimant and the Defendant for the payment of 5% of N325,000,000.00 (three Hundred and Twenty-Five Million Naira) only to be paid by the Defendant to the Claimant, being the total sum of his agency fees on all the money paid for the purchase of Plot No. 545, Guzape District, Cadastral Zone AO9, Abuja is valid and subsisting.
2. A declaration that the Claimant is entitled to the sum of N16,250,000,00 (Sixteen Million, Two Hundred and Fifty Thousand Naira) only being 5% of the N325,000,000.00 (Three Hundred and Twenty-Five Million

Naira) accruing to the Claimant as his agency fees on the sale and purchase of Plot No. 545, Guzape District, Cadastral Zone AO9 Abuja.

3. An order directing the Defendants to pay the Claimant the sum of N16,250,000.00 (Sixteen Million, Two Hundred and Fifty Thousand Naira) only being the total of his agency fee for all the job done in getting a purchaser for Plot No. 545, Guzape District, Cadastral Zone Ao9 Abuja.
4. A claim for damages against the Defendants for the sum of N20,000,000 (Twenty Million Naira) only for the breach of contract of terms validly entered into between the claimant and the Defendants.
5. An order for post judgment interest at the rate of 10% from the day judgment is delivered until final settlement of the judgment sum.
6. An order awarding the sum of N2,000,000.00 (Two Million Naira) in favour of the Claimant as the cost of this suit.
7. And for such order or further order(s) as this Honourable Court may deem fit to make in the circumstances.

The originating processes were duly served on the Defendants on the 29th day of March, 2021, the 1st Defendant filed statement of defence and counter claim on the 15th day of June, 2021. The counter claimant claims for:

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1. A declaration that there is a valid and subsisting agreement between the Claimant/ 1st Defendant to the counter claim on one side and 2nd Defendant/2nd Defendant to counter-claim on the other side for the payment of an agreed agency fee of 5% of the purchase price of N325,000,000.00 by the 2nd Defendant to the counter- claim and the 1st Defendant to the counter claim jointly.

2. A declaration that the counter claimant and Claimant/1st Defendant to counter claim are entitled to the payment of the sum of N16,250,000 .00 only jointly by the 2nd Defendant to the counter claim being 5% agency fee for the sale of Plot No. 545 Guzape District cadastral Zone AO9 Abuja to be shared equally in the sum of N8,125,000,00 each by the counter – claimant and the 1st Defendant to the counter claim.
3. An order for immediate payment by the 2nd Defendant to the counter-claimant and 1st Defendant to the counter -claim jointly, the sum of N16,25,000.00 only being the 5% agency fee for procuring a purchaser who purchased the said plot for a sum of N325,000,000.00 and sundry works by the counter claim and the 1st Defendant to the counter- claim
4. And order for a post judgment interest of 10% of the judgment sum from the day of judgment until final liquidation of the judgment sum.

Hearing in this matter began on the 1st day of April, 2021 and on the 6th of October 2021 an interlocutory ruling was delivered by this Court and a notice of appeal was filed on the 18th of October, 2021 against the ruling of this Court, proceedings was stayed pending the outcome of the appeal and on the 11th day of April, 2022 the Court of appeal dismissed the appeal and affirmed the decision of this Court.

On the 10th day of May, 2023 while the matter was called for hearing with one Lucia Ngozi Anyeinor announcing appearance for the Claimant/1st Defendant to counter- claim, Solomon Anor for the 1st Defendant/Counter Claimant, and Onyinyechi Nzenwa for the 2nd Defendant. Learned Counsel to the Claimant informed the Court that parties have settled and terms of settlement have been duly filed Counsel applied that the terms of settlement

dated and filed on the 27th day of April, 2023 between the Claimant and 1st Defendant and also the terms of settlement between the Claimant and the 2nd Defendant dated and filed, on the 15th day of March, 2023 be entered as consent judgment in this case, learned Counsel to the 1st Defendant/counter Claimant and 2nd Defendant agreed and adopt the submission of the Claimant Counsel.

The terms of settlement as mutually agreed between the Claimant and the 1st Defendant are in the following terms: -

1. All parties to this term of settlement have willingly entered this agreement after having understood the terms and condition therein in respect of the purports of the terms of settlement.
2. The terms set out herein have been entered into by the parties without admission of any liability on the part of the claimant/1st Defendant to the counter claim
3. That the Claimant/1st Defendant to the counter claim having settled with the 2nd Defendant has agreed to settle the 1st Defendant's demands to the tune of ₦750,000.00 (Seven Hundred and Fifty Thousand Naira) as full and final settlement of the claims and demands of the 1st Defendant with respect to the counter claim in this case.
4. The parties hereby agreed that upon the execution of these terms of settlement, all actions, claims, liabilities charges, dispute, complaints, obligations or any damages whatsoever arising from or connected to the circumstances, of this suit are deem fully and finally settled.

5. The parties hereby agree to adopt this terms of settlement as the judgment of this Honourable Court in respect of the subject matter of this suit.
6. These terms of settlement shall be binding on all parties and their respective successor in title while the terms of settlement as agreed between the Claimant and the 2nd Defendant are as follows:-
 1. All parties to this term of settlement have willingly entered this agreement after having understood the terms and condition therein in respect of the purported of the terms of settlement.
 2. The terms set out herein have been entered into by the parties without admission of any liability on the part of the 2nd Defendant.
 3. That the 2nd Defendant has agreed to settle the Claimant and the 1st Defendant demands to the tune of ₦2,5000,000.00 as full and final settlement of the claims and demands of the Claimant and the 1st Defendant with respect to the subject matter of this case.
 4. The parties hereby agree that upon the execution of these terms of settlement, all action, liabilities charge, disputes, complaints obligations or any damages whatsoever arising from or connected to the circumstances of this suit are deemed fully and finally settled.
 5. The parties hereby agreed to adopt this term of settlement as the judgment of this Honourable Court in respect of the subject matter of this suit.
 6. This term of settlement shall be binding on all parties and their respective successor in tittle.

The above terms were duly executed by the parties themselves, 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 intention of the parties as embodied in the filed terms of settlement.

Accordingly, the terms of settlement dated and filed on the 27th day of April, 2023 between the Claimant and the 1st Defendant and the terms of settlement dated and filed on the 15th of March, 2023 between the Claimant and the 2nd Defendant having been duly executed by the parties, same is hereby entered as consent judgment in this action and I so hold.

All pending orders made by the Court on the restriction placed on the account of the 2nd Defendant are hereby vacated.

HON. JUSTICE M.S IDRIS
(Presiding Judge)

Appearance

Lucia Ngozi Anyanor:- For the Claimant

Solomon Aor:- For the 1st Defendant

OnyinychiNzenwa:- For the 2nd Defendant