

**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: 3RD MAY, 2023

FCT/HC/CV/CV//2527/2022

BETWEEN: -

TS-Y LIMITED-----

CLAIMANT

AND

**1. THE NIGERIA POLICE FORCE
2. THE INSPECTOR- GENERAL OF POLICE
3. THE DEPUTY INSPECTOR -GENERAL
OF POLICE(LOGISTICS & SUPPLIES)**

DEFENDANTS

JUDGMENT

The Claimant's claims as contained in the writ of summons and statement of claim and filed in the Court Registry on the 28th day of July, 2022 are as follows:-

- i. A DECLARATION that the Claimant is the developer for the Implementation of the redevelopment of all that piece of land measuring 4.7 Hectares known as the Falomo Police Barracks, Ikoyi, Lagos State by virtue of the letter of award dated 19th August, 2010.
- ii. A DECLARATION that the Memorandum of Understanding dated 23rd August, 2010 executed by the Claimant and the 12 Defendants is a valid, subsisting and binding contract between the Claimant and the 1st Defendant
- iii. A DECLARATION that the actions of the 1st -3rd Defendants in advertising in PUNCH Newspaper of 14th June, 2022 requesting for Prequalification (RFQ) particularly for the redevelopment of its Falomo Police Barracks, Ikoyi, Lagos is unlawful

- iv. A DECLARATION that the actions of the 1st-3rd Defendants in advertising in PUNICH Newspaper of 14th June, 2022 requesting for Prequalification (RFQ) particularly for the redevelopment of its Falomo Police Barracks, Ikoyi, Lagos amounts to breach of the terms and conditions of the Memorandum of Understanding dated 23rd August, 2010.
 - v. A DECLARATION that the failure of the 1"-3" Defendants to handover physical possession of the Project Site to the Claimant is a breach of Article 3 of the Memorandum of Understanding dated the 23rd August 2010.
 - vi. AN ORDER of Specific Performance against the 1"-3" Defendants mandating them:
 - (a) To give effect to the letter of Award dated 19th August, 2010 and the Memorandum of Understanding dated 23 August, 2010;
 - (b) To facilitate and secure all the required certifications and approval in accordance with the extant laws; and
 - (c) To give physical possession of all that piece of land measuring 4.7 Hectares known as the Falomo Police Barracks, Ikoyi, Lagos State to the Claimant.
 - VI. An order
 - (a) of perpetual injunction restraining the Defendants, their agents, privies, servants and any other person(s) acting for and on behalf of the Defendants from re-awarding the redesigning and redevelopment of all that piece of land measuring 4.7 Hectares known as the Falomo Police Barracks, Ikoyi, Lagos State to any other per entity(ies) order than the Claimant.
 - (b) The cost of this suit.
- OR, IN THE ALTERNATIVE
- i. A DECLARATION that the actions of the 1-3 Defendants in advertising in PUNCH Newspaper of June 14, 2022 requesting for Prequalification (RFQ) for the redevelopment of its Falomo

Police Barracks, Ikoyi, Lagos is a breach of the contract between the Claimant and the 1st Defendant.

- ii. AN ORDER mandating the Defendant(s) to pay to the Claimant the sum of N2, 000, 000, 000.00 (Two Billion Only) as special damages. AN ORDER mandating the Defendant(s) to pay to the Claimant the sum of N1, 000, 000, 000. 00 (One Billion Naira Only) for breach of contract.
- iii. 10% interest on the judgment sum from the date of judgment until the payment by the Defendants to the Claimant.
- iv. The cost of this suit.

The originating Court processes were duly served on the Defendants on the 3rd of August, 2022 and the memorandum of appearance was filed by DCP Simon Lough (SAN) entering appearance for the defendants on the 29th day of August, 2022. The matter was first heard before a vacation judge and subsequently re-assigned by the Chief Judge to this Court on the 21st day of October, 2022.

On the 3rd of May, 2023 when the matter came up for hearing with Femi David Ikotun Esq, appearing for the Claimant while I.M Chieshe Esq announced appearance for the Defendants the Claimant Counsel informed the Court that parties have settle out of Court amicably and have gone further to file their terms of settlement dated 15th of February, 2023 and filed on the 24th day of march, 2023. Learned Counsel for the Claimant applied that the terms of settlement be entered as consent judgment in this case, Counsel to the Defendants inform the Court that he align with the submission of the Claimant Counsel and urge the Court to enter same as consent judgment.

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

All the parties have amicably come to terms agreed to settle this suit out of court on the following terms:

- a) The 1st Defendant has authorized the project developer (Harmondsworth West Limited) to proceed with the redevelopment and

reconstruction works in respect of the properties belonging to the 1st Defendant in order to give effect to their agreement.

b) Further to paragraph (a) above and having obtained the consent of the 1st Defendant, Harmondsworth West Limited entered into an agreement with the Claimant to compensate the Claimant in consideration of the Claimant relinquishing her rights and claims over the redevelopment/reconstruction of the Property.

c) In furtherance of paragraph (b) above the Claimant has relinquished her rights and claims over the redevelopment/reconstruction of the Property and all parties have agreed that the Property be transferred to Harmondsworth West Limited for redevelopment/reconstruction.

d) For avoiding of doubt, the 1st Defendant, the Claimant and Harmondsworth West Limited have all agreed that Harmondsworth West Limited shall continue to redevelopment/reconstruction of the Property.

FURTHER to the Parties' intention to explore alternative ways of resolving the dispute, it is hereby agreed that upon the execution of these Terms, the Claimant hereby undertakes that she shall;

a. Relinquish any right to seek monetary or other relief from the Defendants over the Property and its redevelopment which forms the substratum of this instant Suit;

b. Not institute any legal action with a view to seeking redress directly or indirectly linked to the alleged infringement as it relates to the Property and its redevelopment which forms the substratum of this instant Suit other than in relation to the performance of the terms of this settlement;

c. Not to re-commence or take steps to seek legal redress, further monetary or other relief against the Defendants in respect of the Property and its redevelopment which forms the substratum of this instant Suit other than⁷ in relation to the performance of the terms of this settlement;

- d. Hand over to Harmondsworth West Limited ("HW") all documents relating to the Property in its possession, including the Certificate of Occupancy and all other title documents;
- e. That this Agreement shall be binding on the Parties, their privies, agents and assigns.

And the 1st Defendant also undertakes that she shall:

- a. Not take any legal action with a view to seeking redress directly or indirectly linked to the Project Sites and its redevelopment;
- b. at all times take active steps and measures to defend the rights of the Parties to this Settlement Agreement, including Harmondsworth West Limited;

Parties hereby agree as follows:-

1. To relinquish and abandon all previous agreements in relation to the project together with their respective rights thereunder.
2. That Harmondsworth West Limited will execute the project in accordance with the terms agreed by the parties and upon the completion of the redevelopment/reconstruction of the property, the Claimants shall be entitled to residential units from the share of the developer as agreed upon by the parties in compensation agreement to be executed with Harmondsworth West limited.
3. That the parties shall bear their respective legal cost.
4. That these terms constitute the entire legal, valid and binding obligation of the parties, enforceable against it in accordance with the terms hereof, and supersedes all prior agreements, representation's and understandings of the parties, written or oral with respect to the subject matter hereof.
5. That these terms shall not be varied, altered or modified except with the mutual written consent of the parties.
6. It is hereby agreed that these terms of settlement shall be binding on the parties, their privies agents and successors

7. That these terms of settlement shall be entered as the judgment of this Honourable Court.
8. Parties hereby acknowledge all mentioned agreements and undertake not to frustrate or repudiate the agreements parties also undertake to act in good faith jointly defend the rights of all parties as agreed in this settlement agreement.

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

Accordingly the terms of settlement dated 15th February, 2023 and filed on the 24th March,2023 having been executed by the parties and their respective witnesses, same is hereby entered as consent judgment in this action.

HON. JUSTICE M.S IDRIS
(Presiding Judge)

Appearance

Femi David Ikotum:- Appearing with Kehinde Daramola and
IfiokobongUko for the Claimant

I.M Chieshe:- For the Defendants