

**IN THE HIGH COURT OF JUSTICE OF THE F. C. T.**  
**IN THE ABUJA JUDICIAL DIVISION**  
**HOLDING AT APO, ABUJA**  
**ON THURSDAY, THE 18<sup>TH</sup> DAY OF MAY, 2023**  
**BEFORE HIS LORDSHIP: HON. JUSTICE ABUBAKAR HUSSAINI MUSA**  
**JUDGE**

**SUIT NO: FCT/HC/CV/666/2021**

**BETWEEN:**

**INCORPORATED TRUSTEES OF PEACE**

**CORPS OF NIGERIA**

**CLAIMANT**

**AND:**

**MR. MAXWELL OKECHUKWU ANI**

**(Trading under the name and style**

**Of Maxson Printing Press)**

**DEFENDANT**

**CONSENT JUDGMENT**

**Solomon Aor, Esq.:** appears for the Claimant holding the brief of Joseph E. Chukwuemeka Esq.

**Onyedika Okpara, Esq.:** appears for the Defendant.

**Counsel for the Claimant:** The matter was slated for report of settlement and we are pleased to inform this Honourable Court that parties have settled. Before you is the Terms of Settlement. We adopt same in urging My Lord to grant same as the Consent Judgment of this Court.

**Counsel for the Defendant:** That is the position. I align myself with the submissions of my learned brother.

**COURT:** By a Concurrent Writ of Summons dated the 7<sup>th</sup> of September, 2022 but filed on the 5<sup>th</sup> of March, 2021, the Claimant brought this action against the Defendant seeking the following reliefs:-

1. *A Declaration that [the] failure, refusal and neglect by the Defendant to produce and supply items in line with the specifications and the supply of items which are irredeemably poor in quality, faint in prints, blurry, far inferior and unfit for the use for the purposes of the contract amounts to a breach of contract.*
2. *A Declaration that [the] failure, refusal and neglect by the Defendant to produce and supply items in line with the specifications and the supply of items which are irredeemably poor in quality, faint in prints, blurry, far inferior and unfit for the use for the purposes of the contract, exposed the Claimant to incur an additional sum of ₦5,421,000.00 (Five Million, Four Hundred and Twenty-One Thousand Naira) charged by the alternative contractor [and] caused the Claimant loss of finance, administrative hardship/embarrassment, psychological trauma and thereby constitutes a breach of contract.*
3. *A Declaration that the Defendant acted at his own peril and disadvantage when he refused to come take back items he dumped [at the] Abuja residence of the National Commandant of the Claimant which items were*

*rejected by the Claimant for not being according to quality specification agreed by the parties.*

- 4. An Order of this Honourable Court directing the Defendant to pay the Claimant the sum of ₦5,421,000.00 (Five Million, Four Hundred and Twenty-One Thousand Naira) as special damages for monetary loss incurred in the cause of engaging the last minute contractor.*
- 5. An Order of this Honourable Court directing the Defendant to pay the Claimant the sum of ₦300,000,000.00 (Three Hundred Million Naira) only as general damages for breach of contract, inconvenience, social and administrative hardship suffered by the Defendant/Counter-Claimant as a result of breach of contract.*
- 6. Cost of this suit.*
- 7. 10% interest of the Judgment sum per annum until full liquidation of the judgment sum.*

On the 14<sup>th</sup> of March, 2022, the Defendant filed his Statement of Defence and Counter-Claim. In the said Counter-Claim, the Defendant/Counter-Claimant claims the following against the Claimant:-

- 1. A Declaration that the Claimant's failure and or refusal to honour and perform its obligation in the contract between him and the Defendant/Counter-Claimant constitutes a breach of contract.*

2. *A Declaration that the Claimant's failure and or refusal to pay the Defendant/Counter-Claimant the contract sum of ₦5,500,000.00 (Five Million, Five Hundred Thousand Naira) as contained in the terms of the contract after the Defendant/Counter-Claimant has printed and supplied 30,000 recruitment forms, 70,000 identity cards and 30,000 brochures to the Claimant, caused the Defendant/Counter-Claimant an untold hardship, and monetary loss, hence constituted breach of contract.*
3. *An Order of the Court directing the Claimant to pay the Defendant/Counter-Claimant the contract sum of ₦5,500,000.00 (Five Million, Five Hundred Thousand Naira) only the Defendant/Counter-Claimant having performed his own part of the contract.*
4. *An Order of the Court directing the Claimant to pay to the Defendant/Counter-Claimant the sum of ₦4,800,000.00 (Four Million, Eight Hundred Thousand Naira) only as special damages for the monthly interest on the loan, incurred by the Defendant/Counter-Claimant between the months of August, 2019 and August, 2020.*
5. *An Order of Court directing the Claimant to pay to the Defendant/Counter-Claimant the sum of ₦20,000,000.00 (Twenty Million Naira) only as general damages for breach of contract.*
6. *Cost of this action.*

7. *10% interest on the Judgment sum per month until full liquidation of the Judgment sum.*

The Claimant, in turn, filed its Reply and Defence to Counter-Claim on the 4<sup>th</sup> of April, 2022.

On the 6<sup>th</sup> of April, 2023, Counsel for the Claimant informed the Court that the parties had begun to explore means of settlement of the dispute. A date was therefore given for the parties to report on the progress they had made in that regard.

Today, the parties have informed the Court that they have settled and have filed, in pursuit of this settlement, their Terms of Settlement. The Terms of Settlement filed by the parties is reproduced verbatim hereunder:-

### **TERMS OF SETTLEMENT**

a. **WHEREAS** by a Writ of Summons filed on the 5<sup>th</sup> March, 2021 the Claimant claimed against the Defendant as follows:-

1. A Declaration that [the] failure, refusal and neglect by the Defendant to produce and supply items in line with the specifications and the supply of items which are irredeemably poor in quality, faint in prints, blurry, far inferior and unfit for the use for the purposes of the contract amounts to a breach of contract.

2. A Declaration that [the] failure, refusal and neglect by the Defendant to produce and supply items in line with the specifications and the supply of items which are irredeemably poor in quality, faint in prints, blurry, far inferior and unfit for the use for the purposes of the contract, exposed the Claimant to incur an additional sum of ₦5,421,000.00 (Five Million, Four Hundred and Twenty-One Thousand Naira) charged by the alternative contractor [and] caused the Claimant loss of finance, administrative hardship/embarrassment, psychological trauma and thereby constitutes a breach of contract.
3. A Declaration that the Defendant acted at his own peril and disadvantage when he refused to come take back items he dumped [at the] Abuja residence of the National Commandant of the Claimant which items were rejected by the Claimant for not being according to quality specification agreed by the parties.
4. An Order of this Honourable Court directing the Defendant to pay the Claimant the sum of ₦5,421,000.00 (Five Million, Four Hundred and Twenty-One Thousand Naira) as special damages for monetary loss incurred in the cause of engaging the last minute contractor.
5. An Order of this Honourable Court directing the Defendant to pay the Claimant the sum of ₦300,000,000.00 (Three Hundred Million Naira) only as general damages for breach of contract, inconvenience, social and

administrative hardship suffered by the Defendant/Counter-Claimant as a result of breach of contract.

6. Cost of this suit.
7. 10% interest of the Judgment sum per annum until full liquidation of the judgment sum.

**b. WHEREAS** the Defendant *vide* Defendant's Statement of Defence and Counter-Claim dated 14<sup>th</sup> March, 2023 counter-claimed against the Claimant as follows:-

8. A Declaration that the Claimant's failure and or refusal to honour and perform its obligation in the contract between him and the Defendant/Counter-Claimant constitutes a breach of contract.
9. A Declaration that the Claimant's failure and or refusal to pay the Defendant/Counter-Claimant the contract sum of ~~N~~5,500,000.00 (Five Million, Five Hundred Thousand Naira) as contained in the terms of the contract after the Defendant/Counter-Claimant has printed and supplied 30,000 recruitment forms, 70,000 identity cards and 30,000 brochures to the Claimant, caused the Defendant/Counter-Claimant an untold hardship, and monetary loss, hence constituted breach of contract.
10. An Order of the Court directing the Claimant to pay the Defendant/Counter-Claimant the contract sum of ~~N~~5,500,000.00 (Five

Million, Five Hundred Thousand Naira) only the Defendant/Counter-Claimant having performed his own part of the contract.

11. An Order of the Court directing the Claimant to pay to the Defendant/Counter-Claimant the sum of ~~₦~~4,800,000.00 (Four Million, Eight Hundred Thousand Naira) only as special damages for the monthly interest on the loan, incurred by the Defendant/Counter-Claimant between the months of August, 2019 and August, 2020.
12. An Order of Court directing the Claimant to pay to the Defendant/Counter-Claimant the sum of ~~₦~~20,000,000.00 (Twenty Million Naira) only as general damages for breach of contract.
13. Cost of this action.
14. 10% interest on the Judgment sum per month until full liquidation of the Judgment sum.

**c. NOW** parties have agreed to settle the dispute between them out of Court and hereunder set out the terms of settlement as follows:-

1. The Claimant hereby waives and abandons all their claims as stated in the Writ of Summons and Statement of Claim herein against the Defendant.
2. The Defendant hereby waives and abandons all his claims as stated in the Counter-Claim herein against the Claimant.



3. The Defendant is free to take possession of the forms, brochures and ID cards from the Claimant but only on at least 24 hours' notice to that effect.
4. Both parties shall bear their respective costs.
5. The instant terms of settlement shall be made consent judgment by the court and parties shall bear their respective costs.

**Dated the 18<sup>th</sup> day of May, 2023**

Both parties and their Counsel executed the terms of settlement.

**COURT**

The Terms of Settlement dated and filed on 18/05/2023 is hereby granted as Consent Judgment.

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HON. JUSTICE A. H. MUSA  
JUDGE  
18/05/2023**

**APPEARANCES:**

**FOR THE CLAIMANT:**

**Joseph E. Chukwuemeka, Esq.**

**Michael Ogobuchi, Esq.**

**Ogu Stanley A. Esq.**

**Charles Nongo, Esq.**

**FOR THE RESPONDENT:**  
**Onyedika Okpara, Esq.**  
**Eseoghene Aror, Esq.**  
**Nneka Amadi, Esq.**