

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT GWAGWALADA-ABUJA
ON THE 7TH DAY OF NOVEMBER, 2023**

SUIT NO.FCT/HC/CV/60/2023

BEFORE HIS LORDSHIP: HON. JUSTICE A. I AKOBI

BETWEEN:

YINKA KAYODE KAJOGBOLA.....CLAIMANT

AND

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| <ul style="list-style-type: none">1. NIGERIA POLICE FORCE2. INSPECTOR GENRAL OF POLICE3. COMMISSIONER OF POLICE FCT COMMAND4. MOSES OJOBI (IPO) POLICE DIVISIONAL
HEADQUATERS, GWAGWALADA FCT-ABUJA.5. INNOCENT UGWOKE | } | ...DEFENDANTS |
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CONSENT JUDGMENT

The Claimant had proceeded against the 1st – 5th Defendants on the 11/4/2023 in Suit No: FCT/HC/CV/60/2023; his claims as endorsed on the face of the Writ of Summons are as follows:

- a. A declaration that the 5th Defendant breached the terms of the mutual partnership agreement between the Claimant and the 5th Defendant.
- b. A declaration that the arrest and detention of the Claimant by the 1st to 4th Defendants by the instigation of the 5th Defendant from the 14th day of July, 2022 to 15th day of July, 2022 (2 days) in disobedience to the order of the Court to investigate and report back, without bail and

not taken before the Court of law is illegal, unlawful and a violation of the Claimant's Right to Personal Liberty guaranteed by Section 35 of the Constitution of the Federal Republic of Nigeria and Article 5 of the African Charter on Human and Peoples Right (Ratification and Enforcement) Act (CAP A9) LFN, 2004.

- c. A declaration that the act of subjecting the Claimant to an undue investigation without report, through coerciveness, inducement, threat of further detention without bail, and no charges draw up by the 1st to 4th Defendants violated the Claimant's fundamental right of fair hearing guaranteed by Section 36 of the Constitution of the Federal Republic of Nigeria and Article 6 of the African Charter on Human and Peoples Right and therefore unconstitutional, unlawful, illegal, null and void.
- d. A declaration that the fraudulent seizure of the Claimant's title documents, the coerciveness, inducement, threat to the Claimant to sign the purported Agreement, Power of Attorney and Deed of Assignment, Sales Agreement and handling them over to 5th Defendant by the 1st to 4th Defendants, and the extortion of the sum of N5, 000, 000.00 (Five Million Naira) without the due process of the law is illegal, unlawful and a violation of the Claimant's Right to acquire and own private property guaranteed by Sections 44 of the 1999 Constitution and Article 14 of the African Charter on Human and Peoples Right (Ratification and Enforcement Act (CAP A9) LFN, 2004.

- e. A declaration that the purported signed agreement, Power of Attorney, Deed of Assignment and Sales Agreement transferring title and ownership to the 5th Defendant on the basis of the Direct Criminal complaint, and the sum of N5, 000, 000.00 (Five Million Naira) fraudulently extorted from the Claimant without evidence of any furnished consideration to the Claimant or legal backing is fraudulent, illegal, unlawful, unconstitutional, null and void and of no effect.
- f. An Order directing the 5th Defendant to return the sum of N5, 000, 000.00 (Five Million Naira) fraudulently extorted from the Claimant through the use of the instrumentality of the 1st to the 4th Defendants against the Claimant.
- g. An Order of perpetual injunction restraining the Defendants by themselves or through their agents, from continue or further, harassment, arrest, intimidation or threat to life or threat to sale the Claimant's house known as Plot No. 93, Old Kutunku Village Extension, Layout, Gwagwalada, Abuja.
- h. An Order of the Honourable Court made mandating the Defendants jointly and severally to pay the sum of N100, 000, 000.00 (One Million Naira) (sic) as general damages for the unlawful arrest, detention and violation of the Claimant's right to acquire and own private property as guaranteed by the 1999 Constitution of Nigeria.
- i. An Order of the Honourable Court mandating the 5th Defendant to pay the N27, 500, 000.00 (Twenty Seven

Million Five Hundred Naira) only, as special damages suffered by the Claimant as a result of the forceful removal of the Claimant from the business thereby depriving the Claimant the opportunity to receive those incentives from his suppliers.

- j. 10% annual interest on the Judgment sum from the date of Judgment till when Defendant finally liquidates the entire Judgment sum.
- k. The cost of litigation of this suit in the sum N2, 000, 000.00 (Two Million Naira) only.
- l. And for such further or other Order(s) which this Honourable Court may deem fit to make in the circumstances of this case.

Before the hearing of the suit, the Claimant through his Counsel Ronald Chigozie Eze Esq., filed a notice of discontinuance dated and filed on the 17/10/2023 brought pursuant to Order 24 Rule 1 of the High Court of the Federal Capital Territory Abuja (Civil Procedure) Rules, 2018 seeking to discontinue the action against the 1st – 4th Defendants based on the parties understanding and intention to settle out of Court.

In view of the Notice of Discontinuance, the Court struck out the Claims against 1st – 4th Defendants and have their names struck out from Suit.

Having struck out the claims against the 1st – 4th Defendants and for mutual and voluntary agreement between the Claimant and the 5th

Defendant; they filed Terms of Settlement before the Court on the 17/10/2023. It is apt to state that having Struck Out the names of the 1st – 4th Defendants from the suit, the 5th Defendant shall stand as the only Defendant in this Suit. The Terms of the agreement dated and filed on the 17/10/2023 endorsed by the Claimant Yinka Kayode Kajogbola and the Defendant (Former 5th Defendant) Innocent Ugwoke and their respective counsel. It was adopted by the counsel on both sides and the Court is urged to adopt it as a Consent Judgment of this Court.

The terms agreed under the Terms of Settlement filed on the 17/10/2023 are as follows:

1. The 5th Defendant shall pay to the Claimant the sum of N1, 774, 484.00 (One Million Seven Hundred and Seventy Four Thousand Four Hundred and Eighty Four Naira) only as refund from the N5, 000, 000.00 (Five Million Naira) only the 5th Defendant received from the Claimant being subject matter of this suit.
2. The defendant (former 5th Defendant) shall retain the sum of N3, 225, 516.00 (Three Million Two Hundred and Twenty five Thousand five Hundred and Sixteen Naira) only from the N5, 000, 000.00 (Five Million Naira) only the 5th Defendant received from the Claimant being the subject matter of this suit.
3. That the sum of N3, 225, 516.00 (Three Million Two Hundred and Twenty five Thousand five Hundred and Sixteen Naira) only retained by the 5th Defendant represent or

being money paid to the 5th Defendant by the Claimant as a refund for the shortage on the Capital Investment of the sum of N55, 000, 000.00 (fifty Five Million Naira) only after stock taken by parties.

4. The Claimant by these Terms of Settlement agrees to waive or abandon all other claims in this suit likewise the 5th Defendant has by this Terms of Settlement agrees to waive or abandon all other claims now or in the future.
5. These terms are mutually agreed to be in full and final settlement of the issues and contending claims of the Claimant and the defendant (former 5th Defendant) and will be binding on all parties.
6. That the parties herein agreed to execute these Terms of Settlement and to move the Honourable Court to enter it as Consent Judgment in tune with these Terms of Settlement.

COURT:

The parties having voluntarily entered into this agreement filed same before this Court and urge Court to pronounce on it as Consent Judgment. I hereby adopt the terms agreed by the parties as set out herein above as the Consent Judgment of this Court in this Suit.

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HON JUSTICE A. I. AKOBI
7/11/2023