

**IN THE HIGH COURT OF JUSTICE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT JABI, ABUJA
BEFORE HIS LORDSHIP: HON. J. ENOBIE OBANOR
COURT NUMBER: HIGH COURT NO. 29
DATE: 13/12/2023 SUIT NO: CV/6130/23**

BETWEEN:

MATTHEW OLUSEUN AKAN CLAIMANT

AND

**1. MADEFA INTERNATIONAL LIMITED
2. FEDERAL CAPITAL DEVELOPMENT AUTHORITY DEFENDANTS**

**JUDGMENT
(DELIVERED BY HON. JUSTICE J. ENOBIE OBANOR)**

The Claimant by a Writ of Summons dated and filed on the 19th day of May, 2023 sought the following reliefs against the Defendants:

1. A declaration that the deed of assignment and power of attorney entered into between the Claimant and the 1st Defendant is valid, subsisting and binding on the parties.
2. A declaration that by virtue of the deed of assignment and power of attorney entered into between the Claimant and the 1st Defendant, the 1st Defendant transferred its title, right, interest and privileges in Plot No. 331, Cadastral Zone B10, DakiBiyu, Abuja with Old File No. MISC 20150 and New File No. 50320 to the Claimant.
3. A declaration that the Claimant is the lawful owner of Plot No. 331, Cadastral Zone B10, DakiBiyu, Abuja with Old File No. MISC 20150 and New File No. 50320.
4. A declaration that the 1st Defendant and the 2nd Defendant's unauthorized entry and destruction of the structure erected by the Claimant at Plot No. 331, Cadastral Zone B10, DakiBiyu, Abuja with Old File No. MISC 20150 and New File

No. 50320 is unlawful and an act of trespass in the Claimant's land.

5. An order of this honourable Court directing the 2nd Defendant to remove the caveat placed on Plot No. 331, Cadastral Zone B10, DakiBiyu, Abuja with Old File No. MISC 20150 and New File No. 50320.
6. An order of perpetual injunction restraining the 1st Defendant and the 2nd Defendant, their agents, assigns, privies or anyone claiming title under them from interfering and entering into Plot No. 331, Cadastral Zone B10, DakiBiyu, Abuja with Old File No. MISC 20150 and New File No. 50320.
7. General damages for trespass against the 1st Defendant in the sum of N20,000,000.00 (Twenty Million Naira).
8. General damages for trespass against the 2nd Defendant in the sum of N10,000,000.00 (Ten Million Naira)
9. Interest in the above sum at the rate of 15% per annum till the date of final liquidation of the judgment sum.
10. The cost of this action in the sum of N3,000,000.00 (Three Million Naira)

However, parties to this suit have agreed to settle out of Court. The parties' terms of settlement is reproduced hereunder as follows:

WHEREAS

The Claimant commenced this action before this honourable court via a Writ of Summons dated the 19th of May, 2023 seeking the following reliefs;

1. A declaration that the deed of assignment and power of attorney entered into between the Claimant and the 1st Defendant is valid, subsisting and binding on the parties.
2. A declaration that by virtue of the deed of assignment and power of attorney entered into between the Claimant and the 1st Defendant, the 1st Defendant transferred its title, right, interest and privileges in Plot No. 331, Cadastral Zone

B10, DakiBiyu, Abuja with Old File No. MISC 20150 and New File No. 50320 to the Claimant.

3. A declaration that the Claimant is the lawful owner of Plot No. 331, Cadastral Zone B10, DakiBiyu, Abuja with Old File No. MISC 20150 and New File No. 50320.
4. A declaration that the 1st Defendant and the 2nd Defendant's unauthorized entry and destruction of the structure erected by the Claimant at Plot No. 331, Cadastral Zone B10, DakiBiyu, Abuja with Old File No. MISC 20150 and New File No. 50320 is unlawful and an act of trespass in the Claimant's land.
5. An order of this honourable Court directing the 2nd Defendant to remove the caveat placed on Plot No. 331, Cadastral Zone B10, DakiBiyu, Abuja with Old File No. MISC 20150 and New File No. 50320.
6. An order of perpetual injunction restraining the 1st Defendant and the 2nd Defendant, their agents, assigns, privies or anyone claiming title under them from interfering and entering into Plot No. 331, Cadastral Zone B10, DakiBiyu, Abuja with Old File No. MISC 20150 and New File No. 50320.
7. General damages for trespass against the 1st Defendant in the sum of N20,000,000.00 (Twenty Million Naira).
8. General damages for trespass against the 2nd Defendant in the sum of N10,000,000.00 (Ten Million Naira)
9. Interest in the above sum at the rate of 15% per annum till the date of final liquidation of the judgment sum.
10. The cost of this action in the sum of N3,000,000.00 (Three Million Naira)

Wherefore, the parties have agreed to settle their dispute out of court in the following terms:

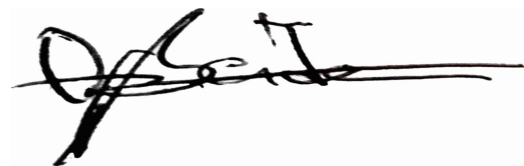
- a) That the 1st Defendant is the beneficial owner of the property known and situate at Plot No. 331, Cadastral Zone B10, DakiBiyu, Abuja with Old File No. MISC 20150 and New File No. 50320.

- b) That upon the entering of this terms of settlement by the court as consent judgment, the Claimant shall immediately return to the 1st Defendant the original certificate of occupancy (C of O) in respect of the said property or in the alternative, the 1st Defendant is entitled to approach the Economic and Financial Commission (EFCC) for collection of same.
- c) That upon receipt of the original certificate of occupancy (C of O), the 1st Defendant shall pay to the CLAIMANT, THE TOTAL SUM OF N4,145,120 (Four Million, One Hundred and Forty-Five Thousand, One Hundred and Twenty Naira) being the total amount expended by the Claimant in procuring the original certificate of occupancy (C of O) at the 2nd Defendant's land registry.
- d) The sum in paragraph "c" above shall be made in two equal tranches/instalments; the first shall become payable one month after collection of the Certificate (C of O) while the second tranche shall become payable on or before sixty (60) days after payment of the first tranche. The 1st Defendant may elect to make a one-off payment of the sum of N4, 145, 120 (Four Million, One Hundred and Forty-Five Thousand, One Hundred and Twenty Naira) upon receipt of the Original Certificate of Occupancy.
- e) That the monies stated in paragraphs "c" and "d" above shall be paid directly to the bank account of the Claimant i.e Matthew Oluseun Akan.
- f) Upon the entering of this terms of settlement as consent judgment of this honourable court, the 1st Defendant shall immediately withdraw all pending complaints/petitions against the Claimant at the Economic and Financial Crimes Commission (EFCC).
- g) In furtherance of this course of settlement, the Claimant shall discontinue this suit against the Defendants.
- h) This terms of settlement shall constitute the consent judgment before this honourable court.

It is a well established principle of law that for a consent judgment to be valid, the parties must be ad idem on the terms of agreement, their consent must be free and voluntary and the terms of settlement must be filed in Court. A consent judgment is also binding between the consenting parties and their privies and is effective in respect of the matters settled therein. See **ADEDEJI v. OLOSO & ANOR (2007) LPELR-86(SC), STERLING BANK v. C.T & ASSOCIATES LTD & ORS (2015) LPELR-49860(CA) and ARIJE v. ARIJE & ORS (2018) LPELR-44193(SC).**

The parties' intention to settle out of Court has been demonstrated by their terms of settlement. I am convinced that they entered into the terms of settlement out of their free will. I therefore enter the said terms of settlement filed on the 20th November, 2023 as the judgment of this Court.

This is the judgment of this Court.

A handwritten signature in black ink, appearing to read 'J. Enobie Obanor', written over a light grey rectangular background.

HON. JUSTICE J. ENOBIE OBANOR
(PRESIDING JUDGE)

LEGAL REPRESENTATION
Festus Ibude Esq. for the Claimant