IN THE CHIEF DISTRICT COURT OF THE FEDERAL CAPITAL TERRITORY
HOLDEN AT COURT 2, LIFE CAMP, FCT ABUJA

SUIT NO: CV/205/2019

BETWEEN:

ALHAJI ABUBAKAR ABULKADIR.....PLAINTIFF/APPLICANT

AND

ABDULATEEF EJIWUMI.....DEFENDANT/RESPONDENT

TERMS OF SETTLEMENT

The Plaintiff commenced this Suit Vide a Plaint against the Defendant filed on 26th September, 2019 claiming the following reliefs:

1. Possession of the Plaintiff's aforesaid premises being a THREE (3) bedroom flat situated at, Plot 1242, Godwin Ogbadu Street, BO7, Katampe District, Abuja FCT from the defendant.

2. Balance of the remaining half of the rent paid by the Defendant for the second term of his tenancy which is the sum of N600, 000.00 (Six Hundred Thousand Naira) only.

3. Arrears of rent owed to the Plaintiff by the Defendant from the 1st of December, 2020 till date.

4. Mesne profit at the monthly rate of N100, 000.00 (One Hundred Thousand Naira only) from 30th November, 2018 running till the Defendant finally delivers up possession or until Judgment is delivered and possession is given to the plaintiff.

5. 10% annual interest on the judgment sum from the date of judgment till when defendant finally liquidates the entire judgment sum.

6. The cost of filing this suit.

Fee - ₦200.
Seal - ₦200.

On 20th July, 2020, the Defendant herein mooted his desires to settle the instant Suit out of Court in Order to continue to foster the cordial relationship that currently exists between him and Plaintiff and the Defendant having accepted the idea intended same to be construed and adopted as the consent judgment of this Honourable Court.

By these terms of settlement, the Parties herein are desirous to amicably settle these term and same be construed and adopted as the consent judgment between the parties herein, without prejudice to the final decision of the Honourable Court in this Suit.

NOW THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:

i. The Defendant shall pay to the Plaintiff the sum of **N1, 000,000.00 (One Million Naira)** only as agreed upon by parties herein as full and final payment of the outstanding rent.

ii. That the amount stated above shall be paid to the Defendant's Solicitors **Messrs LEVITE SOLICITOR & ARBITRATORS** represented by **Dayo Ashonibare, Esq of Counsel** on instalments.

iii. The Defendant herein shall deliver to the Plaintiff vacant possession of the demised premises being 3 Bedroom flat and its appurtenances lying and situate at **Plot 1242 Godwin Ogbadu Street, Cadastral Zone BO7 Katampe District, Abuja FCT** on or before 31st August, 2020.

iv. That as demonstration of good faith and commitment to (i-iii) above the Defendant shall pay a reasonable sizeable sum of the agreed sum stated in (i) above to the Defendant's Solicitors **Messrs LEVITE SOLICITOR & ARBITRATORS** represented by **Dayo Ashonibare, Esq of Counsel** on or before delivering vacant possession.

v. That paragraph (i-iv) above shall be construed and adopted as consent judgment of this Honourable Court and binding on the parties herein without prejudices to the final decision of the Honourable Court.

Dated this 27th day of July, 2020

PLAINTIFF

COUNSEL:

27/07/2020

Witness:

Name: Abbas Abubakar Bamalli

Date: 27 - July - 2020

Signature:

DEFENDANT

27/07/2020

COUNSEL:

Witness:

Name: Abdullateef Ejiwunmi

Date: 29/7/2020

Signature

JUDICIARY
HIGH COURT
OF THE FEDERAL
CAPITAL TERRITORY