

IN THE MAGISTRATE COURT OF RIVERS STATE OF NIGERIA
IN THE PORT HARCOURT MAGISTERIAL DISTRICT
SMALL CLAIMS COURT 2 PORT HARCOURT
HOLDEN AT PORT HARCOURT
BEFORE HIS WORSHIP BLESSINGS VIC-JUMBO, ESQ
THIS THURSDAY DAY, THE 8TH DAY OF JUNE, 2023.

SUIT NUMBER: PMC/SCC/49/2023

Barr. Mela O. Oforibika

V.

Barr. Paul Otto (Jnr)

Parties: Claimant is absent, Defendant is present.

APPEARANCES: A. Amadioha, Esq for the Claimant.

P. Otto (Jnr) Esq appears in person.

DEFENDANT: The matter is for Report of Settlement. We have filed our Terms of Settlement on the 06/06/2023. We pray the Court enters it as consent judgment as we adopt the said Terms of Settlement.

COURT: I take cognizance of the Terms of Settlement dated 05/06/2023 but filed on 06/06/2023. Claimant Counsel, does this document represent the present state of affairs? What do you want to do with the document?

CLAIMANT COUNSEL: We adopt the Terms of Settlement and pray the Court to enter it as Consent Judgement.

DEFENDANT: I am very sorry I wish to withdraw my adoption of the Terms of Settlement as extraneous matters have been noticed in the form of clauses D and E which are matters affecting my family and not just me, and I have no control over them. I prepared the Terms of Settlement and by the time I signed I did not see clauses D and E. They were smuggled in and I cannot be adopting it when it will bind on my other family members who are not parties to this action.

CLAIMANT COUNSEL: I am surprised at what the Defendant is saying. He signed this document as it is. I am surprised at what he is insinuating.

COURT: Claimant Counsel, please read your Claim aloud. This court entertains only monetary claims which are not contentious. I have seen your Claim as presented

on Form RSSC 2 and RSSC 3. It is just "... the sum of N350,000.00 only being the balance of my 10% of the contingency fee agreement in the settlement sum of N26,000,000.00 ...". There is nothing more relating to withdrawal of any letter. Will it not suffice if he pays the N350,000.00 of which you have acknowledged he has already paid N300,000.00?

CLAIMANT COUNSEL: Because of the nature of the Small Claims Court we are not able to write everything there. But indeed our Claim is for the balance of N350,000.00 of which defendant has paid N300,000.00.

DEFENDANT: I am ready to pay the balance of N50,000.00 here and now. I have just paid the balance to claimant. I have been debited and I have my proof of payment.

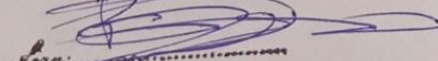
CLAIMANT COUNSEL: I am yet to confirm from my principal if he has received the N50,000.00 said to be paid to him here.

COURT: CONSENT JUDGEMENT

This is a special court for fast-track monetary claims. By the joint effects of RSSC Forms 2 and 3 the Claim is for balance of payment of N350,000.00 out of which clause B of the Terms of Settlement filed on 06/06/2023, it is mutually agreed that N300,000.00 has been paid leaving a balance of N50,000.00. The defendant has said he has just paid the balance of N50,000.00 to the claimant but he contests clauses D and E of the Terms of Settlement mutually hereinbefore adopted

In the interest of Justice and taking into cognizance the Claim before the court clauses D and E do not really affect the claim before the court. Thus, the said clauses D and E of the Terms of Settlement dated 05/06/2023 are hereby struck out. The remaining parts of the Terms of Settlement be and is hereby adopted and entered as the Consent Judgement of this Court. I make no further orders. This is the judgement of the court.

Dated the 8th day of June, 2023.

Signed: 

Blessings Vic-Jumbo, Esq.
(Blessings Vic-Jumbo)

