

**IN THE CHIEF MAGISTRATE'S COURT OF RIVERS STATE OF NIGERIA  
IN THE RUMUODOMAYA MAGISTERIAL DISTRICT  
HOLDEN AT RUMUODOMAYA**

**BEFORE HIS WORSHIP B.H. ABE (MRS) ESQ., SITTING AT THE CHIEF  
MAGISTRATE COURT 1 RUMUODOMAYA ON FRIDAY THE 9TH DAY  
OF FEBRUARY, 2024**

**RMC/SCC/21/CS/2023**

***BETWEEN***

**MR. EMMANUEL BASSEY - CLAIMANT**

**VS.**

**MR. CHIJOKE IHUNWO - DEFENDANT**

Parties Absent, D.U. Anubaka Esq for the defendant.

Matter for Consent Judgment.

**CONSENT JUDGMENT**

The Claimant claims as follows:

The claimant claims recovery of debt owed to the claimant by the defendant in the sum of N700,000.00 (Seven Hundred Thousand Naira) only, paid by the claimant to the defendant, to reinstate him to his landed property, which the defendant failed to refund to the claimant.

**Facts**

The claimant's counsel, S. O. Aburu, Esq. on the 29<sup>th</sup> of November 2011, applied for an order of Court for leave to serve the defendant via substituted service with all the Court's processes, the Court granted same, ordered the defendant to be served with all the Court's processes to wit by pasting at the defendant's address situate at Ihunwo's compound, Rumuduru, Oro-Igwe Town in Obio/Akpor Local Government Area of Rivers State.

The said order and other Court processes including the ordinary summons and particulars of claim were all served on the defendant on the 5<sup>th</sup> December, 2023 via pasting.

The defendant upon being served with the above processes, filed his form of admission; Form RSSC 3, admitting that he owes the defendant

N700,000.00, asking for permission to pay the claimant in two instalments of N400,000.00 and N300,000.00, dated 5<sup>th</sup> December, 2023.

The defence counsel, D. U. Anubaka, Esq. on the 7<sup>th</sup> December, 2023, entered a plea of not liable for the defendant, S. O. Aburu, Esq. appeared for the claimant. Both parties were absent. The Court granted leave to both parties to settle out of Court amicably, upon the application of the defence with the claimant's counsel conceding.

After a few adjournments for report of settlement, the terms of settlement were adopted on the 5<sup>th</sup> February, 2024, dated 5<sup>th</sup> February, 2024, signed by both parties and their respective counsels. They prayed the Court to enter same as the consent judgment of the Court.

On the 9<sup>th</sup> February, 2024, same terms were adopted as consent judgment by this Court.

## **COURT**

The terms of settlement are as follows;

1. That before the suit got to hearing stage, this Honourable Court on the 7<sup>th</sup> day of December, 2023 granted leave for the parties with the intervention of their respective counsel to explore settlement wherein, the defendant offered to pay outstanding sum of N700,000.00 (Seven Hundred Thousand Naira) only in two installments being N400,000.00 (Four Hundred Thousand Naira) to be paid in January, 2024 and N300,000.00 (Three Hundred Thousand Naira) in February, 2024 respectively as his financial expectation falls within both aforementioned periods.
2. That sequel to the debt owed by the defendant to the claimant, the defendant on the 15<sup>th</sup> day of January, 2024 paid the sum of N400,000.00 (Four Hundred Thousand Naira) only as part payment in liquidation of the debt of N700,000.00 (Seven Hundred Thousand Naira) and the remaining balance of N300,000.00 (Three Hundred Thousand Naira) was paid to the claimant on the 30<sup>th</sup> of January, 2024 as full and final settlement of the sum of N700,000.00 (Seven Hundred Thousand Naira) only.
3. That the defendant having fully paid to the claimant the sum of N700,000.00 (Seven Hundred Thousand Naira) only in the month of January, 2024, the parties have now agreed for this suit to be struck out.

The Court hereby orders accordingly, that the terms of settlement before the Court is the Consent Judgment of the Court.

This is the consent judgment of the Court.

**MRS. BARIYAAH .H. ABE**  
**Chief Magistrate**  
**9th February, 2024.**

