

**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 2 RUMUODOMAYA ON FRIDAY THE 20TH DAY OF  
OCTOBER, 2023**

**RMC/SCC/19/2023**

***BETWEEN***

**HARRY MONIMA MATTHEW - CLAIMANT**

**VS.**

**GEORGE IPALIBO PROMISE - DEFENDANT**

Parties; claimant present, defendant absent

Appearances; No appearance for any of the counsels.

Matter for Consent Judgment.

**CONSENT JUDGMENT**

The Claimant claims as follows:

The claimant claims the sum of N5,000,000.00 (Five Million Naira) only, from the defendant, representing the principal sum of N4,000,000.00 (Four Million Naira) only and an interest of N1,000,000.00 (One Million Naira) only.

**Facts**

The claimant commenced this matter via a letter of demand in Form RSSC 1, claiming the sum of N5,000,000.00 (Five Million Naira) from the defendant, the principal sum being N4,000,000.00 (Four Million Naira) with interest of N1,000,000.00 (One Million Naira).

14 days were given to him to comply with the demand, if not a summons will be issued against him in the Small claims Court.

A complaint Form, RSSC 2 was also filed dated 21<sup>st</sup> September, 2023 and a summons RSSC 3, dated 21<sup>st</sup> September, 2023.

The defendant filed a defence and counter claim via Form RSSC 5, his defence being that the parties entered into a joint venture investment that had not yielded the desired returns, dated 29<sup>th</sup> September, 2023.

The defence counsel .S. Long Williams, on the 4<sup>th</sup> October, 2023 entered a plea of not liable for the defendant, the claimant was present, while the defendant was absent.

On the 11<sup>th</sup> October, 2023, both parties were in Court, .S. Long Williams for the defendant, the Court was informed that parties were settling out of Court, leave of Court was granted for out of Court settlement.

The term of settlements were adopted by the defence counsel, .S. Long Williams on the 17<sup>th</sup> October, 2023, with an amendment made to the 2<sup>nd</sup> paragraph to include "on or before the end of the month of November, 2023. The term of settlement is dated 17<sup>th</sup> October, 2023, the Court adjourned to 20<sup>th</sup> October, 2023 for consent judgment.

Today the terms of settlement being before the Court, the Court adopts same as its consent judgment in this case.

The terms of settlement are before the Court as follows;

1. That the defendant shall pay the sum of N500,000.00 (Five Hundred Thousand Naira) only, thirty days commencing from 6<sup>th</sup> October, 2023 and payable on 5<sup>th</sup> November, 2023, which is the first installment.
2. That the defendant shall pay the sum of N500,000.00 (Five Hundred Thousand Naira) only, on or before the end of the month of November, 2023 as the second installment.
3. That the defendant shall pay subsequently the sum of N300,000.00 (Three Hundred Thousand Naira) only, monthly from the month of December, 2023 until the entire sum of N4,000,000.00 (Four Million Naira) only is fully paid off.
4. That this term of settlement shall be entered as the final judgment in this suit.
5. That the parties agree to bear all costs incurred in this suit.

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**  
**20th October, 2023.**

