

**IN THE DISTRICT COURT OF BAUCHI STATE
IN THE BAUCHI JUDICIAL DIVISION
HOLDEN AT SMALL CLAIMS COURT NO 2 BAUCHI**

BEFORE HER WORSHIP ZAINAB M SHUAIBU (MRS)

SUIT NO SCC/BH/63/2024

BETWEEN

MUHAMMAD CHIROMA HASSAN CLAIMANT

AND

NAZIRU GARBA & 2 ORS DEFENDANTS

Parties present

ABDULKADIR GARBA for the claimant

No appearance from the defendant

JUDGEMENT

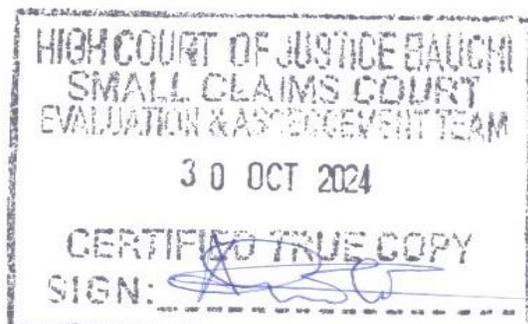
The claimant commenced this suit pursuant to the Bauchi state practice direction on small claim court the claimant fill and filled form SCA 2 and 3 dated 30th day of September 2024 the defendant was serve with the process of this honorable court.

On the date fixed for hearing learned counsel to the claimant ABDULKADIR GARBA inform the court that parties have settled and have equally filled their terms of settlement dated 29th day of October 2024.

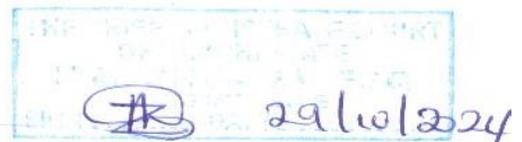
The defendant in respond told the court that the terms of settlement should be entered as the judgment of this court.

COURT - the terms of settlement dated 29th day of October 2024 (attached herewith) duly executed by both parties is hereby adopted and entered as the judgment of this court in respect of this suit.

THIS CASE IS DECIDED TO BEING THE 29TH DAY OF OCTOBER 2024.



**ZAINAB M SHUAIBU
(MRS)
SENOIR MAGISTRATE**



03
29/10/20

IN THE SMALL CLAIM COURT OF BAUCHI STATE
IN THE BAUCHI JUDICIAL DIVISION
HOLDEN AT BAUCHI

SSC/BA/59/24

BETWEEN:

MUHAMMAD CHIROMA HASSAN..... CLAIMANT

AND

- 1. NAZIRU GARBA
- 2. FATIMA UMAR NAZIRU..... DEFENDANTS

TERMS OF SETTLEMENT

The Claimant via a specially endorsed writ of summons, seeking the reliefs contained on the face of the writ against the Defendant.

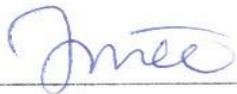
Upon serving the Defendant with the Claimant's writ of summons, the parties decided to opt for an out-of-court settlement, in an attempt to settle their differences off litigation amicably.

WHEREUPON, the parties out of their own free volition agreed to settle the matter on the following terms:

- 1. It is the agreement of the parties that the Defendant shall pay unto the Claimant the sum of Six Hundred and Twenty Thousand Naira (N620,000) only, being the outstanding indebtedness, the Defendant owes the Claimant.
- 2. Furthermore, the Defendant agreed to make an additional payment of the sum of Twenty Thousand Naira (N20,000) to the Claimant, thereby bringing the total amount the Defendant owes the Claimant to the sum of Six Hundred and Fifty Thousand Naira (N650,000) only.
- 3. The parties agreed that Defendant shall pay the amount stated in the preceding paragraph in six installments, commencing from November 2024 to April 2025. The amount to be paid every month by the defendant as agreed is the sum of One Hundred Thousand Naira (100,000) Only.

4. The parties have unanimously agreed that the above agreement shall be complied with strictly and that there shall be no future suit on this issue, except in breach of any of the terms stated herein.
5. This agreement is essentially done to sustain the cordial relationship between the parties, saving them the trauma of litigation and the waste of valuable time and resources that would have been channeled for other essential purposes.
6. All parties herein agreed to be bound by these terms and urge this Honourable Court to accept it as a consent judgment.

Dated this 29th Day of October, 2024



MUHAMMAD CHIROMA HASSAN
(Claimant)



NAZIRU GARBA



FATIMA UMAR NAZIRU
(Defendants)



Abdulqadir Garba Esq.,
Claimant's Counsel
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Way, Bauchi, Bauchi State.