

IN THE DISTRICT COURT OF BAUCHI STATE
(SMALL CLAIMS COURT)
HOLDEN AT BAUCHI

BEFORE HIS WORSHIP GARBA ABDULLAHI

SUIT NO SCC/BH/20/2023

BETWEEN

1.YAHUZA HAYATU

2.MUSLIM JIBRINCLAIMANTS

AND

HUSAINI BLACK.....DEFENDANT

CLAIMANT –PRESENT IN COURT speaks Hausa Language

DEFENDANT – PRESENT IN COURT speaks Hausa language

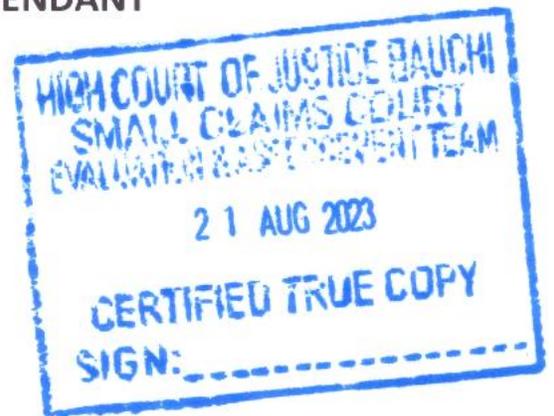
Abdussalam Abdullahi – Affirmed to interpret

JUDGMENT DELIVERED ON 13/07/2023

INTRODUCTION

This case brought pursuant to small claims court practice direction NO 2 of 2022, the claimants has fill and filed small claims Court forms SCA 2 & SCA 3 dated 30th may 2023, and the defendant were duly served with the process of this court as evidenced by the affidavit of serviced dated 5th June 2023 deposed to by one Abdussalam Abdullahi a bailiff of this Court.

Before the commencement of hearing parties have amicably settled their case consequent upon which they have filed a terms of settlement dated 13th day of July 2023 duly sign by 2nd claimant, defendant and Counsel to the 1st Claimant, adopt it and urged the court to consider it and enter judgment as per the terms against the parties



After hearing the submissions of both parties this Hon. Court formulate single issue for determination thus;

“WHETHER OR NOT THE TERMS OF SETTLEMENT SIGNED BY A COUNSEL ON BEHALF OF A PARTY CAN BE ACCEPTED AND ENFORCEABLE IN THE EYES OF LAW.”

It has been a long time practice in our jurisprudence that in settlement agreement parties are duty bound to execute the terms of settlement personally and their legal practitioners if any in presence of witnesses, to have legal effect.

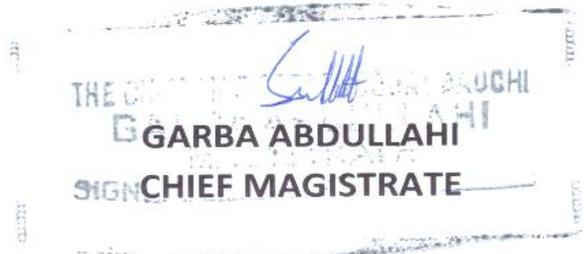
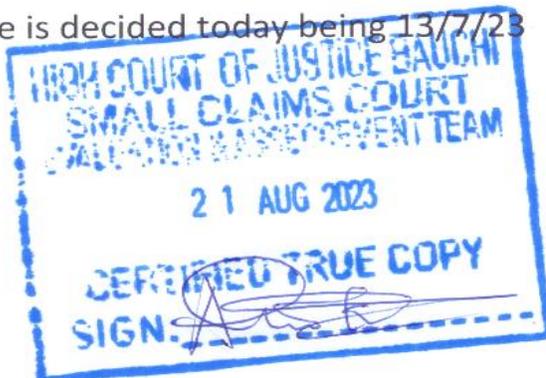
However, where a party has given his counsel a general authority without limitation to act on his behalf and to represent him in an action, the fact that the terms of agreement were negotiated, counsel signed on behalf of his client and judgment entered by the court will not affect the validity of the judgment, the consent judgment so entered will be valid and enforceable, as posited by the Apex court in the case of AFEG BAI VS A.G EDO STATE (2001)14 NWLR (PT733) P 425

It is in record that the 1st claimant is represented in this case by a legal practitioner, who signed the terms of settlement on her behalf duly executed by both parties voluntarily upon consensus ad idem,

The law is trite that in order to have a consent judgment the parties must be ad idem as far as the agreement is concern, there consent must be free and voluntary and the terms of settlement must be filed, I refer myself to the case of Woluchem vs Wokama (1974) ALL NLR 54

In the light t of the above cited authorities I hereby resolved the lone issue formulated for determination in affirmative, the terms of settlement dated 13th day of July 2023 is hereby considered and enter as consent judgment of this court

This case is decided today being 13/7/23



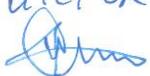
13/7/2023

Terms of settlement in the case
of TATUZA HAYATI, muslim JIBRI V
HUSSAINI Black.

Who, the parties in the above mentioned
case have agreed on the following terms
as settlement in this matter;

1. That the defendant has agreed to
pay to the plaintiffs a total sum of
300,000 (three hundred thousand naira)
2. That he shall pay the plaintiffs a
sum of 50,000 (fifty thousand naira) every
month until the agreed sum is completed.
3. That the payment shall commence from
July 2023 to December 2023.
4. That the plaintiffs have agreed and
are satisfied with the terms as stated
above.

Defendant,
I.P. AYUBA ~~AYUBA~~

Defendant witness
VICTOR ZAKWA


plaintiff ① 
plaintiff ② 

plaintiff witness
Babayida Ibrahim
