

**IN THE DISTRICT COURT OF BAUCHI STATE
IN THE BAUCHI JUDICIAL DIVISION
HOLDEN AT SMALL CLAIMS COURT NO. 1 BAUCHI**

Before His worship- GARBA ABDULLAHI

SUIT NO SCC/BH/43/2023

BETWEEN

AMANA THRIFT AND CREDIT COOPERATIVE SOCIETY..... CLAIMANT

AND

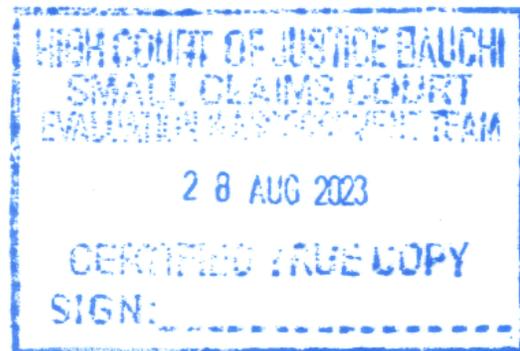
BUKATA LUMI BINWAIDEFENDANT

CLAIMANTS –Absent

DEFENDANT – Present speaks English

Patriarch Owoicho Esq for the Claimant

JUDGMENT DELIVERED ON 23/8/23



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 16th day of August 2023, and the defendant were duly served with the process of this court as evidenced by affidavit of serviced dated 5th August 2023 deposed to by one Abdussalam Abdullahi a bailiff of this Court.

Before the commencement of hearing parties have amicably settled the matter out of court, consequent upon which they filed a terms of settlement dated 18th day of August 2023 duly sign by the counsel to the claimant and the defendant in presence of their witnesses, they adopt same and urged the court consider it and enter consent judgment as per the terms.

It is settled law beyond controversy that, where a person 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 and judgment entered by a counsel on behalf of his client and not by the client will not affect the validity of the judgment. The consent Judgment so entered will be valid and enforceable see the case of AFEGBAI VS A G EDO STATE (2001) 14 NWLR (PT 733) P 425.

It is in record that the claimant engaged the service of a counsel to represent him in this case, he negotiated the settlement and signed the terms on behalf of his client therefore the terms is valid and enforceable in the eyes of law and I so hold.

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)

It is in record that the counsel to the claimant and the defendant have voluntary agreed with the term before append their signatures.

In the light of the above and having gone through the content of the afore mentioned terms properly executed by the parties, therefore and I hereby enter judgment as per the terms of settlement dated 18/8/2023 herein attached against the parties.

This case is decided today being 23/8/23

