

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

SUIT NO SCC/BH/62/2023

Before His Worship- GARBA ABDULLAHI

BETWEEN

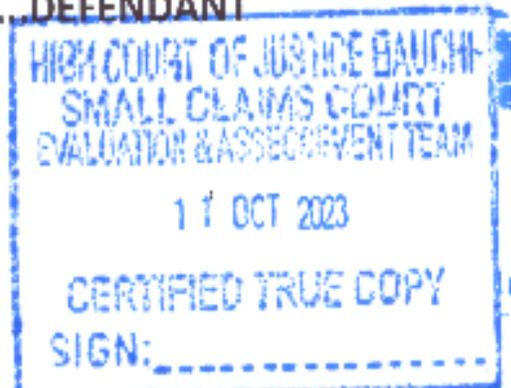
1.JAIZ BANK PLC..... CLAIMANT

AND

ARINZE JAMES EZEKIEL & ONE OTHER..... DEFENDANT

CLAIMANT – Represented by Abdullahi Moh'd Ningi

DEFENDANT –Absent



JUDGEMENT

This matter 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 18th day of September 2023, and the defendant has been duly served with the process of this court as evidenced by affidavit of serviced dated 19 September, 2023 deposed to by one Abdussalam Abdullahi a bailiff of this Court.

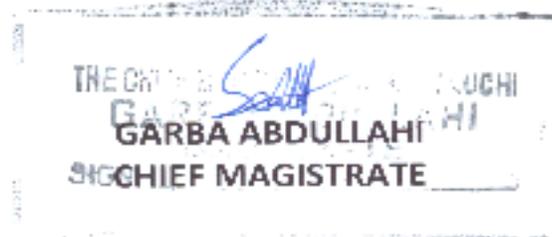
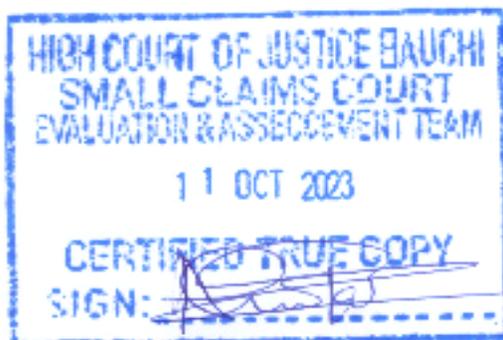
Before the commencement of hearing parties have amicably settled the matter out of court, consequent upon which they filed a terms of settlement dated 22nd day of September 2023 duly sign voluntarily by both parties in presence of their witnesses, they adopt it and urged the court to enter consent judgment as per the terms, consequent upon which the matter set down for judgment.

The law is settled that consent judgments are not like a regular Judgments of the court entered after a trial is conducted by the court either summarily or upon a full trial, it is not defendant upon exchange of pleadings or calling of evidence, infect there is no stage in the proceedings where the law requires a consent judgment to be entered, as same can be entered at any stage because is simply based on agreement between the parties to litigation which they consider binding on them and those who claim through them as in the instance case I refer myself to the case of D T T ENT. (NIG) CO LTD VS BUSARI (2011) 8 NWLR (Pt. 1249) P 387

The law is trite that, 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 R. LAUWERS IMPORT VS JOZEBSON INDUSTRIES LTD (1988) 3 NWLR (Pt 83) 429 S. C and ABDULKARIM VS INCAR (NIG) LTD (1992) 7 SCNJ (Pt 11) 366 (S C)

In the light of the above and having gone through the content of the terms dated 22nd day of September 2023 properly executed and adopted by the parties, therefore and I hereby upheld the submission of both parties, accordingly enter judgment as per the terms of settlement here attached against the parties.

This case is decided today being 28/9/23



**IN THE DISTRICT/SMALL CLAIMS COURT OF BAUCHI
IN THE SMALL CLAIMS COURT ONE OF BAUCHI STATE
HOLDEN AT BAUCHI**

SUIT NO: SCC/BAU/62/23

BETWEEN

JAIZ BANK PLC - - - - CLAIMANT

AND

**1. ARINZE JAMES EZIKIEL
2. AUTOMOBILE SPARE PARTS DEALERS ASSOCIATION } DEFENDANTS**

The claimant claimed against the defendants the sum of **N509,744.83** including cost of action and the defendant admitted it all but pleaded to be paying installment as initially agreed on bank's payment schedule.

The claimant obliterated him. Now parties have amicably settled.

TERMS OF SETTLEMENT

Thus

1. The defendants shall pay the claimant the total sum of **N509,744.83**.
2. The defendants shall pay the sum of **N67,645.95** to the claimant on the ending of every month and to start from October, 2023.
3. The parties shall bear their respective cost.
4. The parties further agree that the terms of settlement herein made the judgment of this hon. Court.

Dated this 22nd day of Sept 2023

[Signature]
Claimant's Signature

[Signature]
1st Defendant's Signature

[Signature]
2nd Defendant's Signature BOT member

WITNESSES

Name: Babangida Ibrahim

Signature: [Signature]

Name: Shamsa Ibrahim

Signature: [Signature]

Name: Aboulsam Aboulsam

Signature: [Signature]

Name: Peace Ogalla

Signature: [Signature]