

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

SUIT NO SCC/BH/15/2023

Before His Worship- GARBA ABDULLAHI

BETWEEN

ALH. DANJUMA WUNTI..... CLAIMANT

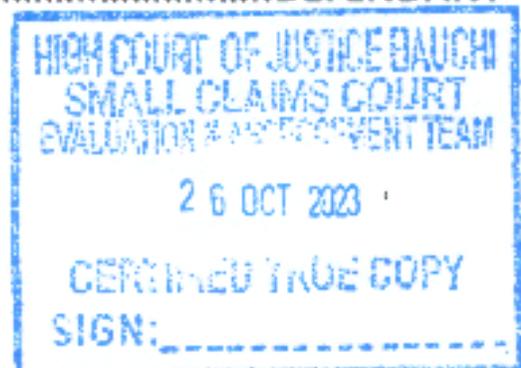
AND

SALMAN SALE DASS.....DEFENDANT

CLAIMANT –Absent

DEFENDANT – Present speaks English language

Mua'wiya Bala Esq for the claimant



JUDGEMENT

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 6th day of September 2023, and the defendant has been duly served with the process of this court as evidenced by affidavit of serviced dated 24th August, 2023 deposed to by one Aliyu Tafida 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 7nd day of September 2023 duly sign voluntarily by Muawiya Bala Esq on behalf of the claimant and the defendant in presence of their witnesses, adopt it and urged the court to enter consent judgment as per the terms.

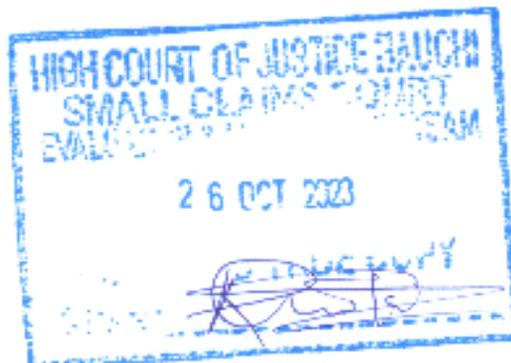
It is settled law beyond controversy that, where a person has given his counsel a general authority without limitation to act on his behalf and to represent him in an action, the fact that the terms of agreement were negotiated and judgment entered by a counsel on behalf of his client and not by the 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 engages 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

In the light of the above and having gone through the content of the terms dated 7th day of September 2023 properly executed by the parties, therefore and I hereby upheld the submission of learned counsel to the claimant and the defendant, accordingly enter judgment as per the terms of settlement here attached against the parties.

This case is decided today being 14/9/23



CHIEF MAGISTRATE
BAUCHI
GARBA ABDULLAHI
CHIEF MAGISTRATE

IN THE PRINCIPAL DISTRICT COURT OF BAUCHI STATE
HOLDEN AT BAUCHI COURT NO 2 (SMALL CLAIMS COURT) BAUCHI
TODAY, THE 7th SEPTEMBER, 2023
BEFORE HIS WORSHIP: GARBA ABDULLAHI ESQ
SUIT NO. Sec/BH/15/2023

BETWEEN
ALH. DAJUMA WUNTI.....CLAIMANT
AND
SALMAN SALEH DASS.....DEFENDANT

TERM OF SETTLEMENT

The claimant claim against the defendant the sum of ₦631,500.00 (Six Hundred and Thirty one Thousand Five Hundred Naira only) being outstanding balance of cement money the defendant from the claimant.

WHEREAS

The parties in the suit have hereby resolved to settle this matter amicably subject to the following terms and condition;

1. That the defendant shall pay the sum of ₦50, 000.00 (Fifty Thousand Naira only) to the claimant for a period of thirteen months starting from September, 2023 to October, 2024.
2. That the sum of ₦31, 500.00 (Thirty One Thousand Five Hundred Naira only) shall be paid to the claimant by the defendant on or before the 31st day of October 2024.
3. That the defendant shall pay the cost of ₦6, 000 (Six thousand Naira Only) on or before 31st day of September 2023.
4. That parties further agree that the terms stated herein be made the Judgment of this Honourable court.

Dated this 7th.....Day of SEPTEMBER.....2023

SIGNED BY THE CLAIMANT



MA'AWUYA BALA Esq.

SIGNED BY THE DEFENDANT



SALMAN SALEH DASS

WITNESS

Name: ALIMU SALEH JITTATI

Sign: 

Date: 7-9-2023

Name: Arsoni Salim Arsoni

Sign: 

Date: 07-09-23