

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

SUIT NO SCC/BH/53/2023

Before His Worship- GARBA ABDULLAHI

BETWEEN

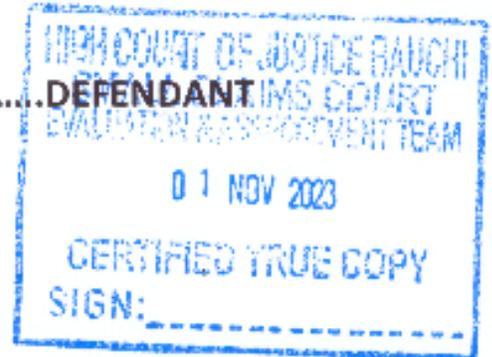
1. BAIHAKI DANJUMA SALISU..... CLAIMANT

AND

NURA ADAMU.....

CLAIMANT –Absent

DEFENDANT – Present speaks English language



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 13th 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.

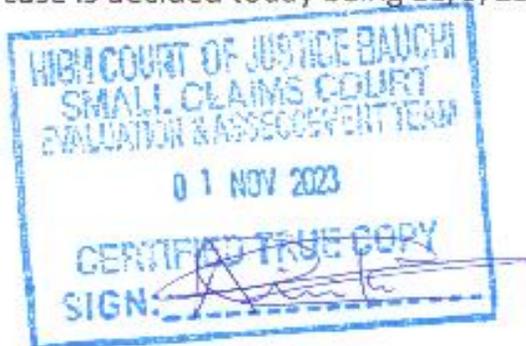
The law is settled that consent judgments are not like a regular Judgments of the court entered after a trial is conducted by the court either summarily or upon a full trial, it is not defendant upon exchange of pleadings or calling of evidence, infect

there is no stage in the proceedings where the law requires a consent judgment to be entered as the same can be entered at any stage because is simply based on agreement between the parties to litigation which agreement 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 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 14th 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: Sec/34/53/2023

**BETWEEN
BAIHAKE DANJUMA SALISU
AND
NURA ADAMU**

The claimant claimed against the defendant the sum of **N122,800.00** plus **N2,500.00** filing fee and **N5,000.00** cost of action the total sum of **N130,300.00** the defendant admitted it all the claims and pleaded to settle as to the mood of payment and was obliged by the court now the parties have amicably settled.

TERMS OF SETTLEMENT

Thus

1. The defendant agreed to sell his motorcycle machine Honda brand with Engine No: AFG1E-1487883 and CHASIS No: NVS501SH7, CODE No: NH494 at the cost of **N150,000.00**.
2. The parties agreed that the amount of N19,300.00 is to be balanced to the defendant.
3. The parties shall bear experience.
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



Claimant's Signature



Defendant's Signature

WITNESSES

Name: Kabangida Ibrahim

Signature: [Handwritten Signature]

Name: _____

Signature: _____

Name: Abdulrahman Abdullahi

Signature: [Handwritten Signature]

Name: _____

Signature: _____