

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

SUIT NO SCC/BH/43/2023

Before His Worship- GARBA ABDULLAHI

BETWEEN

RABECCEA GAMBO..... CLAIMANT

AND

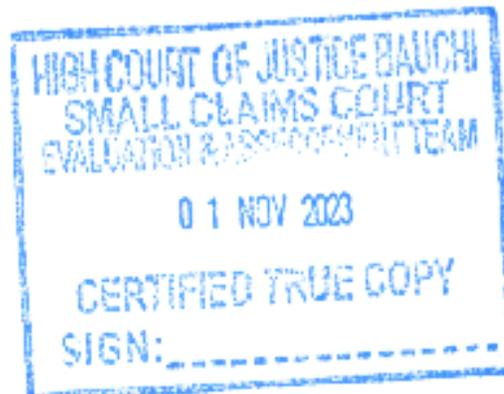
DAUDA AHAMADU GELENGU.....DEFENDANT

CLAIMANT –Absent

DEFENDANT – Absen

Markus S Mampi Esq for the claimant

Aliyu Tafida –Affirmed to interpret



JUDGEMENT

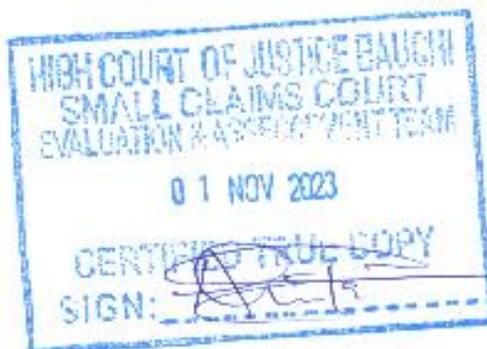
This case brought pursuant to small claims court practice direction NO 2 of 2022, the claimants has fill and filed small claims Court forms SCA 2 & SCA 3 dated 7th day of September 2023, and the defendant were duly served with the process of this court as evidenced by affidavit of serviced dated September, 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 6rd day of September 2023 duly sign by both parties in presence of their witnesses, adopt it and urged the court consider same and enter consent judgment as per the terms.

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

After hearing the submissions of both parties and having gone through the content of the afore mentioned terms properly executed by the parties, therefore and I hereby upheld the submission of both parties and enter judgment as per the terms of settlement here attached against the parties.

This case is decided today being 14/9/23



IN THE SMALL COURT CLAIM BAUCHI STATE
HOLDEN AT COURT ONE BAUCHI

SUIT NO:.....

BETWEEN:

RABECCA GAMBO - - - - - CLAIMANT

AND

DAUDA AHAMADU GELENGU - - - - - DEFENDANT

TERMS OF SETTLEMENT

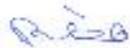
Having filed the case, the defendant was served with notice and on the date fixed for mention both parties in the presence of the counsel to the claimant agreed thus:

1. That the Defendant shall pay to the claimant on or before 30/9/2023 the sum of **Twenty Thousand Naira (N20,000) Only.**
2. That the Defendant shall pay to the Claimant on or before 31/10/2023 the sum of **Thirty Thousand Naira (N30,000) Only.**
3. That the Defendant shall pay to the Claimant on or before 30/11/2023 the sum of **Thirty Thousand Naira (N30,000) Only.**
4. That the Defendant shall pay to the Claimant on or before 31/12/2023 the sum of **Thirty Thousand Naira (N30,000) Only.**
5. That the Defendant shall pay to the Claimant on or before 31/1/2024 the sum of **Thirty Thousand Naira (N30,000) Only.**
6. That the Defendant shall pay to the Claimant on or before 28/2/2023 the sum of **Nineteen Thousand Naira (N19,000) Only.**

All the payment shall be made via the Claimant account Name **OTHNIEL SAMBO GIN** with the **ACCOUNT NUMBER: 1000996717** and the bank is **UBA**.

It was also agreed by both parties that at any time that the defendant deposited the said sum he shall forward the counter foil or duplicate of the deposit slip to the Court registry of this Court.

Having agreed with these terms of settlement the parties and the counsel to the Claimant hereunder append their signatures.



Rebecca Gambo
(The Claimant)



Dauda Ahamadu Gelengu
(The Defendant)



Markus S. Manpi Esq
(Claimant's Counsel)

Dated this 6th day of September 2023