

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

SUIT NO SCC/BH/87/2023

Before His Worship- GARBA ABDULLAHI

BETWEEN

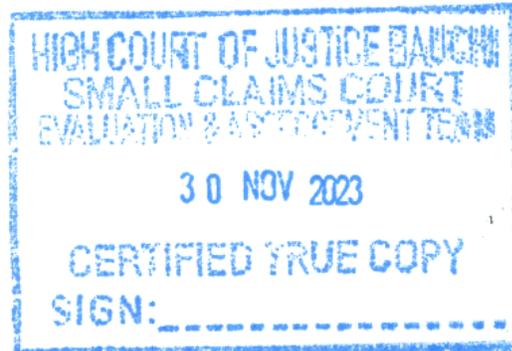
ALIYU YAHAYA MAINASARA..... CLAIMANT

AND

ABDULLAHI IBRAHIM (DADDY).....DEFENDANT

CLAIMANT –IS REPRESENTED BY Babayo

DEFENDANT– present



JUDGEMENT

INTRODUCTION

This case brought pursuant to small claims court practice direction NO 2 of 2022, the claimant has fill and filed small claims Court forms SCA 2 & SCA 3 dated 23TH day of October, 2023, and the defendant has been duly served with the process of this court as evidenced by affidavit of serviced dated 23/10/2023 deposed to by one Abdussalam Abdullahi a sheriff 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 31st day of October, 2023 duly sign by the counsel representing the claimant and the defendant in presence of their witness, adopt it and urged the court to consider same and enter consent Judgment as per the terms, thereafter the matter set down for judgment

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

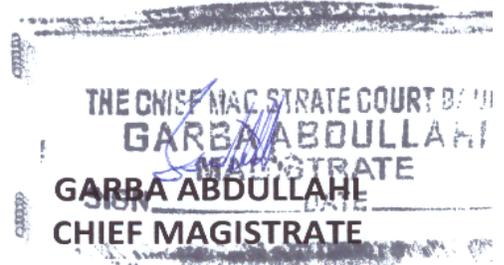
an action, the fact that the terms of agreement were negotiated and judgment entered by a counsel on behalf of his client and not by the client will not affect the validity of the judgment. The consent Judgment so entered will be valid and enforceable see the case of AFEGBAI VS A G EDO STATE (2001) 14 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 terms of settlement and 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 31st day of Oct. 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 herein attached against the parties.

This case is decided today being 23RD November, 2023



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

SUIT NO: Scc.134/87/23

BETWEEN

ALIYU YAHAYA (MAI NASARA) - - - CLAIMANT

AND

ABDULLAHI IBRAHIM (DADDY) - - - DEFENDANT

The claimant claimed against the defendant the sum of ₦ 206,700.00 including the cost of action and the defendant admitted it all the claims and pleaded to settle the matter in three installment.

TERMS OF SETTLEMENT

Thus

1. The Defendant shall pay the sum of ₦ 206,700.00 being the total amount to the claimants.
2. That the defendant shall pay the sum of **N50,000** to the claimant every month and start from 30th November, 2023 until final liquidation and the claimant agreed.
3. The parties further agree that the terms of settlement herein made the judgment of this hon. Court.

DATED THIS 31st DAY OF OCTOBER 2023

[Signature]
Claimant's Signature

[Signature]
Defendant's Signature

WITNESSES

Name: Babangida Ibrahim

Signature: [Signature]

Name: _____

Signature: _____

Name: Abdul salam Abdulrahman

Signature: [Signature]

Name: _____

Signature: _____

FILED ON - 31/10/23
SEE NO 1