

IN THE CHIEF MAGISTRATE COURT OF RIVERS STATE, NIGERIA
IN THE RUMUODOMAYA MAGISTERIAL DISTRICT
HOLDEN AT RUMUODOMAYA

BEFORE HIS WORSHIP B.H. ABE (MRS), ESQ., SITTING AT THE CHIEF
MAGISTRATE COURT 1, RUMUODOMAYA ON WEDNESDAY THE 21ST DAY OF
MAY, 2025

RMC/SCC/06/2024

BETWEEN

CHINENYE JUSTINA EGBULONU

-

CLAIMANT

VS.

ACCESS BANK PLC

-

DEFENDANT

CONSENT JUDGMENT ORDER

Upon this matter coming up for hearing and determination before His Worship **B.H. ABE (MRS)** sitting at Chief Magistrate Court 1, Rumuodomaya, on **Wednesday the 21st day of May, 2025**, after hearing from the counsel to the claimant, C. O. Ojirevwe, Esq. and Oru .O. Ebam, Esq. for the defendant;


BARIYAAH .H. ABE (MRS)
(Chief Magistrate)

BOTH PARTIES AGREED AS FOLLOWS;

1. **NO ADMISSION OF LIABILITY:** These Terms of Settlement shall not constitute an admission by either party in respect of the claims in this suit or any other issue incidental to the dispute between the parties. Also, neither these Terms of Settlement nor anything contained therein shall be admissible in any proceedings as evidence of liability or wrongdoing on the part of either party.
2. **SETTLEMENT SUM:** the Defendant has proposed, and the Claimant has agreed to accept the sum of N69,000.00 (Sixty-Nine Thousand Naira) being the refund for the total sum as deducted for the repayment of the unauthorized payday loan fraudulently taken on the Claimant's account, in this suit as full and final settlement of the underlying dispute in this case.
3. **PROMISE TO PAY:** the Defendant shall after the adoption of these Terms of Settlement by the Court and receipt of the Certified True Copy of the Judgment of the Court, pay the Settlement amount of the sum of N69,000.00 (Sixty-Nine Thousand Naira) to the Claimant via a Bank Transfer to the Claimant's account with account details CHINENYE JUSTINA EGBULONU 0076598530 held in the Defendant's Bank.

4. **SUSPENSION AND DISMISSAL:** Save for the purpose of enforcement of these Terms of Settlement, the parties agree that upon the execution and adoption of these Terms of Settlement, the claims in this suit shall automatically abate.
5. **RELEASE OF ALL CLAIMS:** Upon the execution and adoption of this Terms of Settlement, the Claimant on behalf of herself, heirs, personal representatives and assigns hereby releases and discharges the Defendant, its officers, directors, any past directors, shareholders, employees, successors and assigns from all liabilities and obligations, whether past, present and future, howsoever and whensoever arising, whether known or unknown, whether currently existing or arising in the future in relation with or in any way connected with the dispute in this suit;
6. **BINDING EFFECT:** These Terms of Settlement shall be binding upon all parties and shall inure to the benefit of the parties' respective successors, assigns, and personal representatives.
7. **NEGOTIATED TRANSACTION:** Each of the parties participated in the negotiation of these Terms of Settlement. Accordingly, for all purposes, these Terms of Settlement shall be deemed to have been drafted jointly by the parties.
8. **COSTS:** Each of the parties has agreed to bear their respective costs in this suit.
9. **REPRESENTATION OF AUTHORITY:** Each person signing these Terms of Settlement hereby represents and warrants that he or she has the authority to bind the entity or person on behalf of which he or she has signed.
10. That this is the consent judgment of this Court.

GIVEN AT RUMUODOMAYA, under the seal of the Court and hand of the presiding Chief Magistrate **B. H. ABE (MRS), ESQ.** this 21st day of May, 2025.



NDU, LILLIAN OGUGUA (MRS)

