

IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA
IN THE PORT HARCOURT MAGISTERIAL DISTRICT
HOLDEN AT PORT HARCOURT

SUIT NO: PMC/SCC/04/2023

BETWEEN

MR. UCHEGBU VICTOR = = = CLAIMANT

AND

1. MR. FEMI KAPPO
2. MRS. ATINUKE KAPPO } DEFENDANT

CONSENT JUDGMENT

The Claimant commenced this action against the Defendants at the Small Claims Court of Rivers State of Nigeria (Holden at Port Harcourt), which was filled on the 13th day of March, 2023. The Claimant sought the following reliefs against the Defendants:

- a. A capital loan sum of N250,000 (Two Hundred and Fifty Thousand Naira), being the unpaid balance of the N350,000 (Three Hundred and Fifty Thousand Naira) loan the Claimant granted the Defendants on the 5/9/2022, 24/10/2022 and 27/10/2022
- b. The sum of N1,221,900 (One Million, Two Hundred and Twenty-One Thousand, Nine Hundred Naira), being the accrued interest on the Load, from the dates the loan was granted to the 13th day of March, 2023-when this Suit was instituted.
- c. The sum of N1,000,000.00 (One Million Naira) only, as general damages for the unwarranted embarrassment, harassment and intimidation the Defendants subjected the claimant to in the process of trying to recover the said loan sum and the accrued interest in the process of trying to recover the said loan sum and the accrued interest from the Defendants before instituting this suit.
- d. The sum of N500,000 (Five Hundred Thousand Naira only) being the legal fee the Claimant paid to his Counsel, D.I. Eluchie, Esq. to prosecute this suit, due to the Defendants' refusal and or failure to

repay the above stated capital loan sum, as well as the accrued interest on the loan to the Claimant.

e. Cost of this suit as may be assessed by the Honourable Court.

A plea of not liable was entered for the defendants.

However, on the 27th day of March, 2023, His Royal Highness-Eze Okeh Worlu (the Traditional Ruler of Awalama Town, Rumuokoro in Obio/Akpor Local Government Area of Rivers State) through his representative (Engr. Mark John Oparaogu) appeared in Court and sought the leave of the Honourable Court to settle the dispute between the parties by exploring amicable settlement of the matter, and his application was graciously granted by the Honourable Court.

HRH - Eze Okeh Worlu, pursuant to the leave of the Honourable Court has resolved the matter out of court on the terms appearing hereunder and which terms, the parties have also agreed that it should be entered as the Judgment of the Honourable Court in this Suit.

Accordingly the terms of settlement of the parties is hereby entered as the consent Judgement of this court as follows:

1. The Defendants shall pay to the Claimant a total sum of N200,000 (Two Hundred Thousand Naira) only, in full and final settlement of the dispute in this suit.
2. That the said sum of N200,000 (Two Hundred Thousand Naira), as stated in "Paragraph 1" above, shall be paid by the Defendants to the Claimant in 3 (Three) installments, as follows:
 - i. Defendants shall pay to the Claimant the sum of N100,000 (One Hundred Thousand Naira), on or before the 30th day of April, 2023 (on the first installment payment).
 - ii. Defendants shall pay to the claimant the sum of N50,000 (Fifty Thousand Naira), on or before the 31st day of May, 2023 (being the second installment payment).
 - iii. Defendants shall pay to the Claimant the sum of N50,000 (Fifty Thousand Naira), on or before the 30th day of June, 2023. (being the third and final instament payment).

3. That the parties shall bear their respective costs of this litigation.

IT IS FURTHER AGREED, that this terms of settlement shall be entered by this Honourable Court as consent Judgment for the parties in this suit.

**A.O. AMADINNA ESQ.
CHIEF MAGISTRATE GRADE 1**

12/4/2023

LEGAL REPRESENTATION:

D.I. ELUCHIE ESQ FOR THE CLAIMANT

DEFENDANTS NOT REPRESENTED BY COUNSEL.

IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA
IN THE PORT HARCOURT MAGISTERIAL DISTRICT
HOLDEN AT PORT HARCOURT

SUIT NO: PMC/SCC/04/2023

BETWEEN

NKAMBI JOSEPHINE POSI = = = CLAIMANT

AND

1. KINGDOM WORDU	}	DEFENDANT
2. LUISA EGOINKA AMADI		

CONSENT JUDGMENT

The Claimant claims against the Defendants as follows:

1. The sum of N599, 300.00 (Five Hundred and Ninety-Nine Thousand three Hundred Naira) which the Defendants collected as friendly load from the claimant.
2. The sum of N50,000.00 as cost
3. Total sum N649,300.00

A plea of not liable was entered for the Defendants.

On the 5th day of April 2023 when the matter came up for hearing the claimant's counsel informed the court that the defendants had approached the claimant for settlement out of court which the court granted the parties leave to settle the matter out of court.

On the 18th day of April 2023 the court adopted the terms of settlement of the parties filed on 18/4/2023 as the consent judgment of this Honourable Court as follows:

- a. The defendant shall pay the total sum of N649,300.00 (Six Hundred and Forty-Nine Thousand, Three Hundred Naira) to the Claimant in full and final settlement of all claims in this suit;
- b. Upon the payment of the aforesaid N649,300.00 (Six Hundred and Forty-Nine thousand, Three Hundred Naira), the defendant shall be totally discharged from all liability or obligations to the claimant

in respect of the claims in this suit or all matters howsoever relating thereto:

- c. The defendant shall bear the cost of this action;
- d. The rights and obligations of the parties set out in this terms of settlement is executed by the parties; and
- e. The terms herein shall be enrolled as the judgment of the Honourable court.

A.O. AMADINNA ESQ.
CHIEF MAGISTRATE GRADE 1
18/4/2023

IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA
IN THE PORT HARCOURT MAGISTERIAL DISTRICT
HOLDEN AT PORT HARCOURT

SUIT NO: PMC/SCC/04/2023

BETWEEN

NKAMBI JOSEPHINE POSI = = = CLAIMANT

AND

1. KENNEDY AGADI	}	DEFENDANT
2. WOBODO THANKGOD		

CONSENT JUDGMENT

The Claimant claims against the defendant as follows:

1. The sum of N764,000.00 (Seven Hundred and sixty four thousand, Seven Hundred Naira) which the Defendants Collected from the claimant as a friendly loan.

2. The sum of N50,000.00 as cost.

A plea of not liable was entered from the defendants

On the 5th day of April 2023 the parties applied for and leave was granting the parties to settle the matter out of the court.

On the 18th day of April, 2023 the terms of settlement entered into by the parties dated 14th day of March 2023 was adopted as the consent judgment of the Honourable Court as follows:

- a. The defendant shall convey three (plots) of land located at Okpo-Wege farm Road, Omuonua, Ozuaha, Ikwerre Local Government Area of Rivers State to the claimant in full and final settlement of all claims in this suit;
- b. Upon the conveyance of the three (plots) of land aforesaid, the defendant shall be totally discharged from all liability or obligations to the claimant in respect of the claims in this suit or all matters howsoever relating thereto;

- c. The defendant shall bear the cost of this action;
- d. The right and obligations of the Parties set out in these terms of settlement shall become effective upon the last date the terms of Settlement is executed by the parties; and
- e. The terms herein shall be enrolled as the judgment of the Honourable Court.

A.O. AMADINNA ESQ.
CHIEF MAGISTRATE GRADE 1
18/4/2023

LEGAL REPRESENTATION

P.U. Amadi for the claimant

No Representation for the Defendant

IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA
IN THE PORT HARCOURT MAGISTERIAL DISTRICT
HOLDEN AT PORT HARCOURT

SUIT NO: PMC/SCC/04/2023

BETWEEN

NKAMBI JOSEPHINE POSI = = = CLAIMANT

AND

1. URO VINCENT OKPANI }
2. OKO UROM JOSEPH } DEFENDANT

CONSENT JUDGMENT

The claimant claims against the defendant as follows:

1. The sum of N1,088,900.00 (One Million Eighty Eight Thousand Nine Hundred Naira) which the Defendants collected from the claimant as friendly loan.
2. The sum of N50,000.00 (Fifty Thousand Naira) as cost.

A plea of not liable was entered for the Defendants.

On the 5th day of April 2023, parties sought the leave of court to settle the matter out of court which was granted.

On the 26th day of April 2023 the terms of settlement entered into by the parties dated 14th day of March 2023 was adopted as the consent Judgment of this honourable Court as follows:-

- a. The Defendant shall pay the total of N1,138,900.00 (One Million, One Hundred and Thirty-Eight Thousand, Nine Hundred Naira) to the Claimant in full and final settlement of all claims in this suit;
- b. Upon the payment of the aforesaid N1,138,900.00 (One Million, One Hundred and Thirty-Eight Thousand, Nine Hundred Naira), the defendant shall be totally discharged from all liability or

obligations to the Claimant in respect of the claims in this suit or all matters howsoever relating thereto;

- c. The defendant shall bear the cost of this action;
- d. The rights and obligations of the parties set out in these terms of settlement shall become effective upon the last date the terms of settlement is executed by the Parties; and
- e. The terms herein shall be enrolled as the judgment of the Honourable Court.

A.O. AMADINNA ESQ.

CHIEF MAGISTRATE GRADE 1

18/4/2023

LEGAL REPRESENTATION

P.U. Amadi for the claimant

Defendants not represented

IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA

IN THE PORT HARCOURT MAGISTERIAL DISTRICT

HOLDEN AT PORT HARCOURT

CLAIM NO: PMC/SCC/74/2023

BETWEEN

LAPO MICROFINANCE BANK LIMITED

CLAIMANT

AND

1. SOIBI JACKLLOYD WOKOMA

1ST DEFENDANT

2. CHARITY OBASI

2ND DEFENDANT

3. RICHARD KALADA

3RD DEFENDANT

CONSENT JUDGEMENT

The Claimant claims against the defendant as follows:

The sum of N2,000,000.00 (Two Million Naira) which the Defendants collected from the claimant as loan on the N14/10/2019

A plea of not liable was entered for the Defendants. On the 23rd day of June 2023 the parties sought leave to settle out of Court which was granted and on the 20th day of July 2023, the Terms of settlement entered into by the parties dated and filed the 20th day of July 2023 was adopted as the consent judgement of the court as follows:

1. The 1st Defendant has paid the sum of N2,237,634.53 (Two Million, Two Hundred and Thirty Seven Thousand Naira Six Hundred and Thirty Four Naira Fifty Three Kobo) only before the Claimant instituted this suit in Court.
2. That the Claimant and 1st Defendant have agreed that the 1st Defendant pay up the balance of the interest rate as agreed by both parties.
3. That 1st Defendant has paid to the Claimant the balance of the sum of N365,000.00 (Three Hundred and Sixty five Thousand Naira) only making it a total of N2,602,634.53 (Two Million Six Hundred and Two Thousand Six Hundred and Thirty Four Naira Fifty Three Kobo)

only which is the total sum accessed by the 1st Defendant and the interest rate as agreed by the Claimant and 1st Defendant.

4. That the Claimant withdraws all claims made against the 1st Defendant, 2nd Defendant and 3rd Defendant save for the terms contained herein.
5. That by dint of this term of settlement the 2nd and the 3rd Defendants are discharged from their obligations as guarantors to the 1st Defendant in respect of the loan transaction between the Claimant and the 1st Defendant which gave rise to this action.
6. That these terms of settlement be entered as Consent Judgement between the parties in this case.
7. That the parties are to bear their respective costs.

**A.O. AMADINNA ESQ.
CHIEF MAGISTRATE GRADE 1
20/7/2023**

LEGAL REPRESENTATION

T. Karibi-Briggs for the 1st Defendant

IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA

IN THE PORT HARCOURT MAGISTERIAL DISTRICT

HOLDEN AT PORT HARCOURT

PMC/SCC/72/2023

BETWEEN

LAPO MICROFINANCE BANK LIMITED

CLAIMANT

AND

CHIEDOZIE ALOZIE NWOZUN

DEFENDANT

CONSENT JUDGMENT

The Claimant claims against the Defendant for the sum of N1,000,000.00 (One Million Naira) granted as loan to the Defendant which he has failed to pay back.

The parties on the 21st day of June, 2023 applied for and were granted leave to settle out of court wherein they filed the terms of settlement on the 24th day of July, 2023 which was adopted as the consent Judgement of this court on the 24th day of July, 2023 as follows:

1. That the Defendant had paid the sum of N921,400 (Nine Hundred and Twenty-One thousand Four Hundred Naira) only prior to the Claimant institution of this suit in court.
2. That the Claimant and the Defendant have agreed that the Defendant pay the balance of the loan principal and interest.
3. That the Defendant has paid to the Claimant an additional sum of N150,000 (One Hundred and Fifty Thousand Naira) only, which makes it a total of N1,071,400 (One Million Seventy One Thousand Four Hundred Naira) only paid to the claimant.

4. That the Defendant shall pay the loan balance of N229,663.96 (Two Hundred and Twenty-Nine Thousand Six hundred and sixty-Three Naira Ninety-Six Kobo) only on or before 15th August 2023.
5. That the Claimant withdraw all claims made against the Defendant after the payment of the loan balance as stated in paragraph (4) above save for the terms contained herein.
6. That by means of these terms of settlement the Defendant shall be under no obligation of the loan transaction between him and the claimant after successfully executing paragraph (4) above.
7. And that these terms of settlement be entered as consent Judgement between the parties in this case.

A.O. AMADI-NNA ESQ
CHIEF MAGISTRATE GRADE 1
24/7/2023

LEGAL REPRESENTATION.

NIL

IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA

IN THE PORT HARCOURT MAGISTERIAL DISTRICT

HOLDEN AT PORT HARCOURT

CLAIM NO: PMC/SCC/131/2023

BETWEEN:

MR. JOHN CHUKWUMA MBA

CLAIMANT (S)

AND

SUREWORD INVESTMENT AND CREDIT LTD

DEFENDANT(S)

CONSENT JUDGMENT

By a summons dated the 21st day of August, 2023 the Claimants made the following Claims against the Defendant.

1. ₦61,000 (Sixty one Thousand Naira) Debt owed the claimant.
2. ₦1,000,000.00 One million Naira General damages.

The defendant on the 29th day of August, 2023 entered a Defence and Counter Claimed against the claimant in the following.

1. The sum of #2,000,000.00 Two Million Naira

On the 7th day of September, 2023, the court granted leave for parties to settle out of court. The parties filed a terms of settlement dated and filed the 18th day of September 2023 which was entered as the consent judgement of this court on the 20th day of September 2023 as follows;

1. That the parties herein adopt their terms of settlement in claim No: PMC/SCC/131/2023 on the 14th Day of September, 2023 or any other date as the court may deem fit in the circumstance.
2. That the Claimant will be paid the sum of ₦61, 000.00 (Sixty one Thousand Naira) only, the moment the Claimant forwards his account details to the defendant for the payment, being and representing the sum claimed as his saving with the defendant.

**A.O. AMADI-NNA ESQ
CHIEF MAGISTRATE GRADE 1
20/9/2023**

LEGAL REPRESENTATION.

C.A. David for the Claimant

G.A. Analaba for the Defendant

IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA

IN THE PORT HARCOURT MAGISTERIAL DISTRICT

HOLDEN AT PORT HARCOURT

CLAIM NO: PMC/SCC/74/2023

BETWEEN

NKAMBI JOSEPHINE POSI

CLAIMANT

AND

ORJI EMMANUEL AMADI

DEFENDANTS

AKPELU EMMANUEL ONU

CONSENT JUDGEMENT

The Claimant claims against the Defendant for the sum of N276,100.00 which the defendant collected from the claimant as loan.

A plea of not liable was entered for the defendant.

The matter came up for hearing on the 18th day of April, 2023 and the parties sought for and leave was granted the parties to settle his matter out of court.

On the 26th day of April, 2023 the terms of settlement entered into by the parties dated 21st and filed 26th day of April, 2023 was adopted as the consent judgement of the this court.

The terms of settlement are as follows:

- (a) The defendant shall pay the total sum of N326,700.00 (Three Hundred and Twenty Six Thousand, Seven Hundred Naira) to the Claimant on or before 30th of April, 2023 in full and final settlement of all claims in this suit;
- (b) Upon the payment of the aforesaid N326,700.00 (Three Hundred and Twenty Six Thousand, Seven Hundred Naira), the defendant shall be totally discharged from all liability or obligations to the

Claimant in respect of the claims in this suit or all matters howsoever relating thereto;

- (c) The defendant shall bear the cost of this action;
- (d) The rights and obligations of the parties set out in these terms of settlement shall become effective upon the last date the terms of Settlement is executed by the parties; and
- (e) The terms herein shall be enrolled as the judgement of the Honourable Court.

A.O. AMADI-NNA ESQ
CHIEF MAGISTRATE GRADE 1
26/4/2023

LEGAL REPRESENTATION.

P.U AMADI for Claimant

IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA

IN THE PORT HARCOURT MAGISTERIAL DISTRICT

HOLDEN AT PORT HARCOURT

CLAIM NO: PMC/SCC/74/2023

BETWEEN

NKAMBI JOSEPHINE POSI

CLAIMANT

AND

1. UZOMA AMAECHI

DEFENDANTS

2. GANIYU OLAYINKA AKAN'O

CONSENT JUDGEMENT

The Claimant claims against the defendant for the sum of N929,900.00 (Nine Hundred and Twenty Nine Thousand Nine Hundred Naira) only, which the Defendants collected as friendly loan.

A plea of not liable was entered for the Defendants.

On the 5th day of April 2023, when the matter came up for hearing the claimants counsel applied for leave for the parties to settle the matter out of court which the court granted.

On the 10th day of May, 2023 the terms of settlement entered by the parties dated 28th April and filed 10th day of May 2023 was adopted by this court as the consent judgment of this court as follows:

- (a) The defendant shall pay the total sum of N979,900.00 (Nine Hundred and Seventy Nine Thousand, Nine Hundred Naira) to the claimant on or before 30th April, 2023 in full and final settlement of all claims in this suit:
- (b) Upon the payment of the aforesaid N979,900.00 (Nine Hundred and Seventy Nine Thousand, Nine Hundred Naira), the defendants shall be totally discharged from all liability or obligations to the Claimant in respect of the claims in this suit or all matters howsoever relating thereto;

- (c) The defendant shall bear the cost of this action;
- (d) The rights and obligations of the parties set out in these terms of settlement shall become effective upon the last date the terms of settlement is executed by the parties; and
- (e) The terms herein shall be enrolled as the Judgement of the Honourable court.

A.O. AMADI-NNA ESQ
CHIEF MAGISTRATE GRADE 1
26/4/2023

LEGAL REPRESENTATION.

P.U AMADI for Claimant