

**IN THE CHIEF MAGISTRATE'S COURT OF RIVERS STATE OF NIGERIA  
IN THE RUMUODOMAYA MAGISTERIAL DISTRICT  
HOLDEN AT RUMUODOMAYA**

**BEFORE HIS WORSHIP B.H. ABE (MRS) ESQ., SITTING AT THE CHIEF  
MAGISTRATE COURT 2 RUMUODOMAYA ON WEDNESDAY THE 25TH DAY  
OF OCTOBER, 2023**

**RMC/SCC/18/2023**

***BETWEEN***

**ISAAC OKE - CLAIMANT**

**VS.**

**IJEOMA STEPHANY IGOLO - DEFENDANT**

Parties Absent

Appearances; C.O. Ojirevwe Esq for the claimant, D.U. Anubaka Esq., for the defendant

Matter for Consent Judgment.

**CONSENT JUDGMENT**

**Facts**

The claimant instituted this suit against the defendant in the small claims Court via summons on the 14<sup>th</sup> day of September, 2023, for the recovery of debt owed to the claimant by the defendant in the sum of N282,000.00 (Two Hundred and Eighty-Two Thousand Naira). This debt arose via a contribution group arrangement wherein the parties are members.

The defendant however contends as follows in her defence filed via Form RSSC 5 dated 28<sup>th</sup> September 2023, upon service of the summons on the defendant via her whatsapp number: 08039268678 on the 14<sup>th</sup> day of September, 2023, that she is owing N112,000.00 and not N282,000.00, as she had paid N70,000.00, to the defendant.

That the sum of N100,000.00 (One Hundred Thousand Naira) only is not due to be paid at the time this suit was filed.

On the 20<sup>th</sup> of September, 2023, the defendant was present, while the claimant was absent. D. U. Anubaka Esq., appeared for the defendant, the claimant was not represented. The claim was read to the defendant in English Language and she pleaded not liable. The Case was adjourned to 28<sup>th</sup> September, 2023 for hearing.

On the 6<sup>th</sup> October, 2023, the case mentioned, claimant was present and the defendant absent. C. O. Ojirevwe represented the claimant and D.U. Anubaka

appeared for the defendant. The counsel to the defendant prayed for the leave of Court for out of Court settlement, the claimant's counsel conceded. Her application was granted and the case adjourned to 12<sup>th</sup> October and 13<sup>th</sup> October, 2023 for report of settlement.

In the course of settlement, the Court was informed that sequel to the debt owed by the defendant to the claimant, on the 21<sup>st</sup> day of September, 2023, the defendant paid the sum of N70,000.00 (Seventy Thousand Naira) only, as part payment in liquidation of the debt owed the claimant thereby owing a balance of N212,000.00 (Two Hundred and Twelve Thousand Naira) only.

On the 16<sup>th</sup> October, 2023, the claimant was present and the defendant absent. C. O. Ojirevwe appeared for the claimant and D.U. Anubaka for the defendant. The defence counsel informed the Court that parties had settled and that the defendant had complied with the directives of the Court, the counsel to the claimant confirmed that parties had settled. The case was thus adjourned to 20<sup>th</sup> October, 2023 for adoption of terms of settlement.

On the 20<sup>th</sup> October, 2023, the claimant was present and the defendant was absent. C. O. Ojirevwe for the claimant and D. U. Anubaka for the defendant. Counsel to the defendant informed the Court that parties had settled and filed their terms of settlement. Counsel to the claimant did not oppose, the counsel to the defendant adopted their terms of settlement, prayed the Court to enter same as consent judgment of the Court. The case was adjourned to 25<sup>th</sup> October, 2023 for consent judgment.

On the 25<sup>th</sup> October, 2023, parties were absent, C. O. Ojirevwe appeared for the claimant and D. U. Anubaka for the defendant, the consent judgment of the Court was read as follows;

Today, the terms of settlement are before the Court as follows;

1. That the defendant has agreed to pay the claimant the sum of N30,000.00 (Thirty Thousand Naira) only, in the month of October, 2023 and N50,000.00 (Fifty Thousand Naira) only monthly from November, 2023 till the sum of N212,000.00 (Two Hundred and Twelve Thousand Naira) only, is fully paid up.
2. That the parties have now agreed to abide by the terms of settlement.

The Court accordingly, ordered that the terms of settlement before the Court is the Consent Judgment of the Court.

This is the consent judgment of the Court.

  
**MRS. BARIYAAH .H. ABE**  
**Chief Magistrate**  
**25th October, 2023.**

