

**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

Matter for Consent Judgment

CONSENT JUDGMENT

The Claimant claims against the Defendant as follows:

1. The sum of N33,000.00 (Thirty-Three Thousand Naira) only, withdrawn from her account on the 11th January, 2025 without her consent.
2. Damages in the sum of N1,500,000.00 (One Million, Five Hundred Thousand Naira) only.

Facts

The defence entered a plea of not liable for the defendant at the commencement of this suit on the 3rd April, 2025. C. O. Ojirevwe, Esq. appeared for the claimant, C. H. Chibueze, Esq. holding the brief of Oru Ebam, Esq. appeared for the defendant. Leave granted by the Court for out of Court settlement.

On the 8th May, 2025, the Court vacated its leave for out of Court settlement due to parties inability to settle out of Court amicably.

Cw1 gave evidence led by C. O. Ojirevwe, Esq., O. Ebam, Esq. appeared for the defendant.

On the 13th May, 2025, the Court was informed that parties had settled and advised that their terms of settlement be reduced to writing and filed, Ojirevwe C. O., Esq. appeared for the claimant and Oru Ebam, Esq., appeared for the defendant. On the 21st May, 2025, the terms of settlement were adopted.

COURT

Today, the terms of settlement are before the Court dated 21st May, 2025 adopted by the claimant's counsel, C. O. Ojirevewe, Esq.

Wherefore the Terms of settlement are 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.

Accordingly, the Court enters same as the Consent Judgment of the Court.

This is the consent judgment of the Court.



MRS BARIYAAH .H. ABE
Chief Magistrate
21st May, 2025.

