

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

CLAIM NO: PMC/SCC/706/2025

BETWEEN

MRS. ESTHER CHISARA ANOZIE

CLAIMANT

AND

MRS. OLUCHI NWADIKE

DEFENDANT

Parties- Absent

Appearances- T.O. Zaddok appears for the Claimant with R.C. Obi; O.C. Oriji appears for the Defendant.

JUDGEMENT

The Claimant took out a complaint on the 28/10/2025 and is seeking:

- The sum of N5,000,000.00 as refund for land sold to the Claimant by the Defendant.

Upon proof of service of the originating processes, on the 17/11/2025, T. O. Zaddok the Claimant's counsel, entered a plea of not liable on behalf of the Defendant.

Claimant opened its case on the 01/12/2025, testified solely, tendered four exhibits and closed its case on the 23/01/2026.

The defense opened its case on the 02/02/2026, fielded a sole witness and closed its case on the 11/02/2026.

Parties adopted their respective final written addresses on the 04/03/2026.

THE CLAIM

It is the case of the Claimant that she bought a land from the Defendant for the sum of N5,000,000 which she paid for, out from her First bank account. The property was surveyed and one week later, Claimant erected a dwarf fence. Parties executed a deed of conveyance and the Claimant went back to the land two weeks later and could not enter the land only to find that a company called ODIBOLA PROPERTIES had fenced the land, claiming ownership. The Claimant called and informed the Defendant who asked that she deals with it herself. The Claimant called for a physical meeting but the Defendant refused to show up. Parties then exchanged correspondences. The Claimants wants her money back stating that the business has failed.

In its final written address of 18/02/2026, R.C. Obi on behalf of the Claimant, raised and argued one issue for determination. Counsel argued that there was a complete failure of consideration which gave rise to a breach of contract and thus, the Claimant is entitled to restitutionary remedy.

THE DEFENSE

The Defendant a business woman, testified that she and her husband bought a land and she sold same to the Claimant on 28/08/2025 for N5,000,000, they signed documents and the Claimant took possession. The Defendant stated that she is not liable to the claims as placed before the Court.

In their final written address filed 20/02/2026, the defense argued that the Claimant failed to lead any evidence showing that the clauses in the agreement were breached.

EVALUATION OF EVIDENCE/DECISION

From the gamut of what is placed before this Court, the sole issue for determination is whether the Claimant has discharged the burden placed on it.

The bane of this suit is the Claimant asking that the Defendant refund the monies spent in purchasing the piece of land sold to him in Rumuekini.

Worthy of mention is the fact that, parties are *ad idem* on the following:

- a. The parties entered into a contract of sale of land in August 2025;
- b. The parties executed a deed of conveyance;
- c. Some months later, some people entered the land and took possession, claiming ownership;
- d. Till date, the Claimant is not in possession of the land; and
- e. The Claimant is yet to be refunded the money.

The law is trite that what is admitted requires no further proof. See Section 123 of the Evidence Act, 2011; **DURU & ORS VS DURU & ORS (2017) LPELR – 42490 (CA)**.

In **ALADUM VS OGBU & ORS (2023) LPELR – 59995 (SC)**, my Lord, Saulawa JSC held:

“...Indeed, the law is well settled, that facts admitted need no further evidential proof.”

The Claimant is praying for a refund of the sums spent in the purchase of the land. The Defense on the other hand, claims that parties had concluded the agreements and as such, the Defendant is not liable.

The Defendant under cross-examination of 11/02/2026 told this Court that land grabbers entered into the property and fenced it, as she did not resell the land to any other person.

Exhibit C2 a-e is the deed of conveyance entered into on 28/08/2025. It is apposite to state that the instant suit was filed in October 2025, barely two months after the Claimant purchased the land.

In exhibit C2a-e, there are covenants entrenched. Under the 1st Covenant, the vendor covenants: *To refund the purchaser the purchase sum and further indemnify the purchaser for all expenses, improvements, demands, costs, liabilities, actions or proceedings whatsoever by reason of or, on account of their title, authority or right to sell and assign the piece of land being proved invalid or defective or the purchaser unsuccessfully defending their title against adverse claimant.*

As stated above, these are contained in the deed executed by parties. This presupposes that parties intend to be bound by the contents of this piece of document. By the doctrine of sanctity of contract, parties are bound by their agreement as neither of them nor the Court can alter/rewrite their agreements.

In **MR. SEGUN BABATUNDE V BANK OF THE NORTH LIMITED & ORS (2011) Legalpedia (SC) 12191**, the Court re-echoed this principle, thus: *Written contract agreement freely entered into by the parties is binding on them. A court of law is equally bound by the terms of any written contract entered into by the parties.* PER ADEKEYE JSC.

In the instant case, the Claimant as has been led in evidence, paid for a land in August and when she went back, she found it fenced off and has *unsuccessfully defended her title against an adverse claimant.*

On the 29/09/2025, the Claimant made exhibit C3 a-b which is a letter of demand issued to the Defendant. This to the mind of the Court reveals that, the property was already fenced, less than one month after the alleged purchase.

The Defendant replied to the letter vide exhibit C4 a-b dated 13/10/2025. In evaluating exhibit C3 a-b, the Defendant is seen stating that there are no encumbrances whatsoever on the said piece of land as there is no adverse claim. In the oral testimony of the Defendant who testified as DW1, she told this Court that the land has been fenced by land grabbers. These are contradictory in nature and touches on the veracity of the evidence led by the Defendant.

In the case of **AG RIVER STATE v. AG AKWA IBOM STATE (2011) 8 NWLR (Pt.1248) 31**, the Supreme Court staunchly held that:

"Where parties have entered into a contract or an agreement voluntarily and there is nothing to show same was obtained by fraud, mistake, deception, or misrepresentation they are bound by the provisions or terms of the contract or agreement. This is because a party cannot ordinarily resile from a contract or agreement just because he later found that the conditions of the contract or agreement are not favourable to him... Moreover, a Court of law must respect the sanctity of agreement reached by parties, where they are in consensus ad

idem as regards the terms and conditions freely and voluntarily agreed upon by them and expressed in written form."

As has been noted and as led in evidence, the Defendant has without any lawful justification/excuse, failed, neglected or refused to perform his obligations under the contract or incapacitates himself from performing same or in a way backs down from carrying out a material term. This in itself, is a fundamental breach, *given the maxim, ubi jus, ibi remedium*, the Claimant is entitled to a refund of the sum expended, as also contemplated by the agreement.

From a careful evaluation of the evidence led by the Claimant, the Court finds that the Claimant has led cogent and credible evidence and discharged the burden placed on her in law.

Judgement be and is accordingly entered for the Claimant. It is adjudged and ordered that:

- The Defendant pay to the Claimant the sum of N5,000,000.00 as refund for land sold to the Claimant by the Defendant;
- This order is to be complied with not later than 21 days from the date of this judgement.

I make no order as to cost.

SIGNED

ANUGBUM, OBIARERI. N, ESQ.

CHIEF MAGISTRATE I

SMALL CLAIMS COURT IV

09th March, 2026.

