

IN THE MAGISTRATE COURT OF RIVER STATE OF NIGERIA
IN THE PORT HARCOURT MAGISTERIAL DISTRICT
HOLDEN AT PORT HARCOURT
BEFORE HIS WORSHIP S. S. IBANICHUKA, ESQ
SITTING AT SENIOR MAGISTRATE COURT 6 PORT HARCOURT
SUIT NO: PMC/SCC/30/2026

BETWEEN

MR EJAH MANNA

CLAIMANT

AND

1. MR. CHIBUIKE CHARLES OGBOBE

DEFENDANTS

2. MONIEPOINT MICRO FINANCE BANK LTD

JUDGMENT

This suit was instituted by the claimant via summons of this court as in forms RSSC 3 of the court filed on 23-01-26, wherein the Claimant claims against the Defendants is for:

- I. The sum of N360,000.00 (Three Hundred and Sixty Thousand Naira) only being and representing money owed to the claimant by the defendant for failure of the 1st defendant to deliver a digital camera already paid for by the claimant.
- II. Ten Percent interest (10%) pending whenever the debt is paid and determined in this suit
- III. ₦150,000.00 (One Hundred and Fifty Thousand Naira) as cost.

In proof of his case the claimant testified as the sole witness (CW1) and tendered Exhibits "A" "B1 to B9" respectively. The Defendant did not cross examine CW1 neither did the defendants defend this suit.

Upon application by the claimant the defendants were foreclosed from cross examining CW1 and defending this suit. At the close of hearing the claimants counsel filed a final written address on 24-03-26, the said final written address does not have a lawyers stamp and seal attached to it and same was yet to be served on the defendant, consequently the court dispensed with the said claimants counsels final written address and adjourned for judgement hence judgement.

The summary of the facts of this case from the claimants perspective is that the CW1 is that the 1st defendant put up a digital camera for sale in his Instagram handle, the claimant saw it and indicated interest in purchasing it, the parties agreed and the claimant paid the sum of ₦360,000.00 (Three Hundred and Sixty Thousand Naira) to the 1st defendants account domiciled with the 2nd defendant, that it was agreed that the defendant will deliver the said camera in two days, that after two days the defendant failed to deliver the camera and that the claimant made demands to the 1st defendant for a refund of the said sum of ₦360,000.00 (Three Hundred and Sixty Thousand Naira) paid for the camera but the 1st defendant refused to refund the money, that the claimant

approached the 2nd defendant for them to place a lien on the account of the 1st defendant but the 2nd defendant requested for an order of court before it will do so, hence this suit.

The sole issue for determination as raised by this court in this judgment is:

“Whether considering the facts and circumstances of this case, the Claimant is entitled to his reliefs before this court?”

Before delving further into this judgement, it is pertinent to resolve preliminary issue.

This is a small claims court and there are pre requisites for commencement of an action in the small claims court, by Article 2(d) of the Practice direction of this court, 2024 under commencement of action it states that an action may be commenced in the small claims court where: **“The claimant must have served on the Defendant (s), a letter of demand as in form RSSC 1.”**

I have searched the courts file for a letter of demand as prescribed in form RSSC 1 of this court and I found none, neither did I find a letter of demand from the claimant to the defendants in the courts file and the witness deposition on oath of the claimant did not refer to any such letter of demand.

I cannot find anywhere in the file or any proof that a demand letter was served on the defendants.

Case laws have long established the position of the law that failure to serve processes where service is required is failure which goes to the root of the jurisdiction of the court and any proceedings in such a case shall be a nullity. See; **Teno Eng. Ltd v Adisa (2005) 22 NSCQR 858 Ratio 2 & 3.**

In the circumstance, there being no demand notice served on the Defendants before commencement of this suit, same being a prerequisite for instituting a suit in the small claims court, this case is hereby struck out for want of jurisdiction of this court to hear same.

I make no further orders.

Dated this 31st day of March, 2026

Signed:

SAMUEL S. IBANICHUKA, ESQ.	
(SENIOR MAGISTRATE)	
SIGN: <i>[Signature]</i>	DATE: 31/03/26

S. S. IBANICHUKA, ESQ.

Senior Magistrate Grade 1.

31/03/26.

