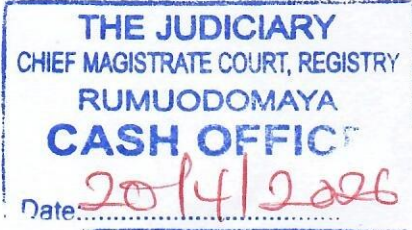


IN THE CHIEF MAGISTRATE COURT OF RIVERS STATE, NIGERIA
IN THE RUMUODOMAYA MAGISTERIAL DISTRICT
HOLDEN AT RUMUODOMAYA

BEFORE HIS WORSHIP B.H. ABE (MRS), ESQ., SITTING AT THE CHIEF
MAGISTRATE COURT 1, RUMUODOMAYA ON THURSDAY THE 5TH DAY OF
MARCH, 2026



RMC/SCC/25/2025

BETWEEN

MR. FRANCIS WALI
(TRADING UNDER THE NAME AND STYLE
OF DE FRANKTEX INTEGRATED SERVICES) }

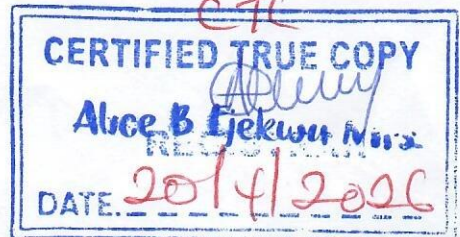
CLAIMANT/RESPONDENT

VS

NICHOLAS ONYENWEUWA

DEFENDANT/APPLICANT

Matter for Judgment



JUDGMENT

The claimant claims as follows;

On the 23rd of November, 2024, Nicholas Onyenweuwa loaned the sum of N300,000.00 (Three Hundred Thousand Naira) with interest rate of 30% per month. And also, on the 27th of January, 2025, Nicholas Onyenweuwa loaned N600,000.00 (Six Hundred Thousand Naira) with interest rate of 25% per month; Total capital and interest not paid is N3,140,000.00 (Three Million, One Hundred and Forty Thousand Naira) only.

Facts

The claimant claims the sum of N3,140,000.00 (Three Million, One Hundred and Forty Thousand Naira) only, from the defendant being the capital owed to the claimant from the loan obtained from the claimant with accrued interests.

This case commenced via the service of the ordinary summons Form RSSC 3 on the defendant on the 31st October, 2025 by the Court bailiff, Chizunem Victor E. by delivering same to him personally at his address, see the affidavit of service deposed by the said Court bailiff.

The claimant on the 10th November, 2025 adopted his statement on oath dated 5th November, 2025, the claimant deposed as follows;

That he is a licensed money lender trading under the name and style of De Frantex Integrated Services, copies of the money lending license and certificate of registration

of business name are annexed and marked as Exhibits. He knows the defendant who borrowed money from his company.

That on the 23rd November, 2024, 27th January, 2025, the sum of N300,000.00 with an interest rate of 25% per month was disbursed to the defendant respectively.

By the terms of the loan agreement, the defendant was to pay off the loan within a time frame of one month from 23rd November, 2024 to 23rd December, 2024 and 27th January, 2025 to 27th February, 2025 when he defaulted.

That the defendant did not pay the principal sum and interest, which led to the continued accumulation of the interests and the time as elapsed.

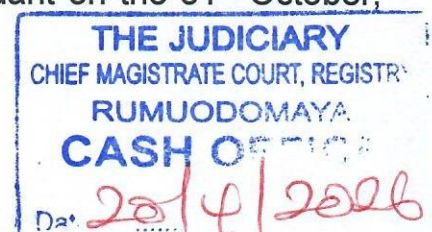
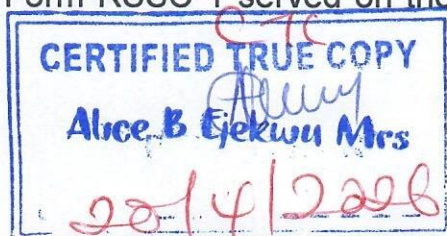
The claimant made a demand through his lawyer without response from the defendant.

The defendant agreed that the business premises will be used as collateral for the loan, attached as an Exhibit.

He paid his lawyer, N1,000,000.00, without a Court Order it will be difficult to recover the sum owned by the defendant.

The entire sum, interest/capital has increased to N3,140,000.00 only. The following documents are before the Court;

1. The loan request Form dated 23rd November, 2024 is before the Court stating amount as N300,000.00, duration of payment one month with 30% interest.
2. The letter of undertaking is before the Court.
 - a. Date of payment 22nd December, 2024, amount N390,000.00, signed by the defendant in the presence of Mr. Victor Walter. The defendant undertakes therein to remit N300,000.00 with interest of N90,000.00 to the claimant for the loan granted to him for one month.
 - b. Second letter of undertaking for N600,000.00 with interest, loan period one month, interest of N150,000.00. loan request Form for N600,000.00, 25% interest for one month dated 27th January, 2025.
3. Loan agreement dated 28th January, 2025 between the parties dated 3rd February, 2025 and their witnesses for the loan of N600,000.00, interest of N150,000.00 at 25% using the defendant's business as collateral for the loan, where he defaults after three months, the lender has the right to sell his working equipment to recover the loan or take legal action, also provided in the loan agreement.
4. Letter of demand Form RSSC 1 served on the defendant on the 31st October, 2025.



End of evidence of cw1, E. U. Ikechukwu, Esq. for the claimant, adjourned for cross-examination of cw1.

Hearing notice served on the defendant on the 11th November, 2025, cw1 in Court on the 12th November, 2025, defendant absent, foreclosed from cross-examination of cw1. Adjourned for defence, defence foreclosed from defence due to the absence of the defendant.

On the 13th November, 2025 due to the absence of the defendant. Claimant's counsel, E. U. Ikechukwu waived his right to address the Court, case adjourned for judgment. Defence filed a motion on notice however praying the Court to set aside its proceedings conducted on the 10th, 12th and 13th of November, 2025 or vacate the foreclosure orders against the defence.

The Court dismissed the application for being unmeritorious and a ploy to arrest the Court's judgment, thus adjourned for judgment.

Issue for determination before the Court

Whether the claimant is entitled to his claim?

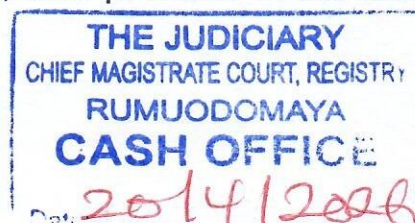
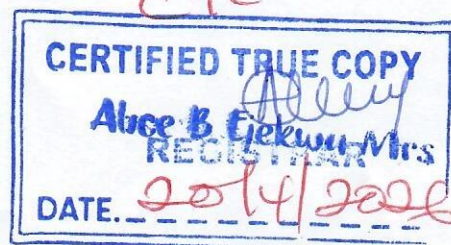
COURT

The claimant in proof of his claim as stipulated in sections 131 to 134 of the Evidence Act, 2011, civil cases decided on the preponderance of evidence; attached the documents listed above;

1. The loan request Form dated 23rd November, 2024 before the Court stating amount as N300,000.00, duration of payment one month with 30% interest.

The letter of undertaking;

- a. Date of payment 22nd December, 2024, amount N390,000.00, signed by the defendant in the presence of Mr. Victor Walter. The defendant undertakes therein to remit N300,000.00 with interest of N90,000.00 to the claimant for the loan granted to him for one month.
 - b. Second letter of undertaking for N600,000.00 with interest, loan period one month, interest of N150,000.00. loan request Form for N600,000.00, 25% interest for one month dated 27th January, 2025.
2. Loan agreement dated 28th January, 2025 between the parties dated 3rd February, 2025 and their witnesses for the loan of N600,000.00, interest of N150,000.00 at 25% using the defendant's business as collateral for the loan, where he defaults after three months, the lender has the right to sell his working equipment to recover the loan or take legal action, also provided in the loan agreement.



3. Letter of demand Form RSSC 1 served on the defendant on the 31st October, 2025.

Documentary evidence being the best form of evidence.

The defendant was served with the ordinary summons personally and with hearing notices but failed to appear before this Court, was thus foreclosed from defending this suit, the defence though filed a motion on notice, which this Court dismissed, praying the Court to set aside its proceedings or vacate its foreclosure orders.

The absence of the defendant connotes admission of the claim of the claimant. The defendant is in breach of the contract as contained in the loan agreement, loan borrowed 28th January, 2025 had one month to pay, maximum three months i.e. the 27th April, 2025 but failed and refused to pay thereby terminating the contract between the parties.

The Court is allowed to act on the unchallenged evidence of the claimant; see Isaac Omoregbe vs. D. Lawani (1980) 3 -4 SC 108 at 117.

Unchallenged evidence is deemed admitted, See;

1. Efet vs. INEC (2011) 7 NWLR (Pt. 1247) 423.
2. Consolidated Resources Ltd. vs. Abofan Ventures Nig. Ltd. (2007) 6 NWLR (pt. 1030) 221.

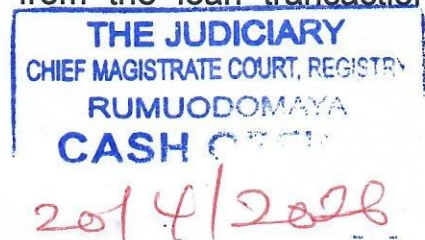
The defendant will have to pay the claimant for the interest accrued on the capital of N900,000.00, in SPDC vs. Nnabueze (2014) FWLR (pt. 724) pg. 11, the Court held that damages arising from the breach of contract i.e. not paying the plaintiff on time, is the interest on the amount due to place the plaintiff on the financial strength he ought to be if the money was paid as at when due.

Applicable to the instant case, first loan of N300,000.00 was due for payment on the 23rd December, 2024, granted on the 23rd November, 2024, 2nd loan of N600,000.00 was to be paid on the 27th February, 2025, granted on the 28th January, 2025, the defendant however defaulted on the terms of the loan.

Articles 6 and 8 of the Small Claims Court Practice Direction 2023 empowers the Court to enter judgment for the claimant against the defendant due to the nonappearance of the defendant, see also Okeobar vs. Police Council (2003) 12 NWLR (pt. 8340) 444.

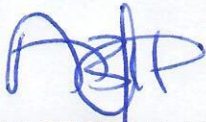
Accordingly, judgment is hereby entered for the claimant against the defendant as follows;

1. That the defendant is hereby ordered to pay the claimant the total sum of N3,140,000.00 (Three Million, One Hundred and Forty Thousand Naira) only, being the total outstanding indebtedness arising from the loan transaction between both parties.



2. That the said sum includes the principal sum of N900,000.00 (Nine Hundred Thousand Naira) only and accrued interests thereon from the 23rd December, 2024 and 27th February, 2025 respectively.
3. That the legal fees of the claimant assessed at N600,000.00 (Six Hundred Thousand Naira) only, be paid by the defendant to the claimant and not N1,000,000.00 (One Million Naira) as claimed by the claimant.
4. That damages for holding unto the money of the claimant and depriving him of same, be paid by the defendant to the claimant at N400,000.00 (Four Hundred Thousand Naira) only.
5. That the above sums be paid forthwith by the defendant to the claimant, failing which it shall attract interest at 10% per annum until the judgement sum is fully liquidated.

This is the judgment of the Court.



MRS. BARIYAAH .H. ABE
Chief Magistrate
5th March, 2026.

