

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
HOLDEN AT SMALL CLAIM'S COURT 6 PORT HARCOURT

PMC/SCC/409/2025

**NEW TOMORROW EMPOWERMENT AND DEVELOPMENT INITIATIVE —
CLAIMANT**

AND

**1. CHUKWUNARU ADESOLA HELEN
2. BEALO BROWNSON BARIDILO ————— DEFENDANTS
3. JUSTICE OGECHI BEAUTY**

JUDGEMENT

The Claimant instituted this action against the Defendants via form RSSC 2 and 3 of this court filed on 21/07/2025 claiming for the following:

- i. The sum of **₦ 2,741,650.00 (Two Million Seven Hundred and Forty One Thousand, Six Hundred and Fifty Naira)** only being and representing balance of the principal sum and interest owed to the Claimant by the Defendant.
- ii. **₦200,000.00 (Two Hundred Thousand) as courts fee**
- iii. **₦250,000.00 (Two Hundred and Fifty Thousand Naira)** only representing cost of this litigation.

The claimant is represented by its branch manager and in proof of its case, the Claimant called a sole witness (CW1) and relied on Exhibit's A,B and C respectively. The Defendants did not file Form RSSC 5 in defence of the claim of the claimant. The defendants were foreclosed from cross examining the CW1 and subsequently foreclosed from defending this suit despite several adjournments on grounds of settlement out of court.

The facts of this case are that, the Claimant is a registered credit financing company, that the 1st defendant is a Business Woman who by a hand written letter Exhibit B before this court, dated 07/10/2024 approached the claimant for a business loan of **₦ 3,500,000.00 (Three Million Five Hundred Thousand Naira)** , a loan agreement was entered into between the parties , the loan agreement is Exhibit C before this court, wherein the 2nd and 3rd defendants signed as guarantors for the 1st defendant and the claimant gave the 1st defendant the loan of **₦ 3,500,000.00 (Three Million Five Hundred Thousand Naira)** at 4% interest rate per month, that the defendant was supposed to repay the loan and in its accrued interest in six months time. That in repayment of the loan, the 1st defendant has paid a total sum of **₦ 2,116,800.00 (Two Million, One Hundred and Sixteen Thousand, Eight Hundred Naira)** as loan and interest, that the defendant is in deficit

of ₦ 1,873,200.00 (One Million, Eight Hundred and Seventy-Three Thousand, Two Hundred Naira) that the defendant has refused to pay this said outstanding loan sum and interest, despite several demands by the Claimant hence this suit,

The sole issue for determination in this case is “*Whether the Claimant has placed enough materials before the court for the court to grant the claimants reliefs before this court*”?

The law is trite that where the claimant leads evidence in prove of his case and the Defendant adduces no evidence in rebuttal, in such circumstances the Defendant is deemed to have admitted the claims of the Claimant and in deserving cases the claimant will be entitled to his claim. See: **Section 123 of the Evidence (Amendment) Act 2023** and the case of **CBN V. DINNEH (2010) 17 NWLR (PT. 1221) PAGE 125, 162 at paragraphs C-D.**

The claimant relied on Exhibit’s A, B and C in proof of the fact that the 1st Defendant entered the said loan agreement with the claimant and that the 2nd and 3rd Defendants guaranteed the repayment of the loan and interest by the 1st defendant but the defendants have failed to repay the balance of the loan and interest.

I have carefully considered the evidence adduced by the claimant in support of its claims before this court without any defence entered in this case by the defendants,

I have no challenge in holding that the Claimant has proved its claim before this court on the standard required by law being on a preponderance of evidence only that the extent which the claimant has been able to prove and not as per the claim of the claimant in form RSSC 3 of this court, for clarification the claim of the claimant is as stated earlier in this judgement, while the evidence of CW1 before this as contained in the witness deposition filed on 13/10/25 and adopted before this court on 28/10/25, particularly at paragraph 10 thereof, which says that “the defendants have failed to pay the outstanding loan with interest on it and are still owing the claimant the sum of ₦ 1,873,200.00 (One Million, Eight Hundred and Seventy Three Thousand, Two Hundred Naira)”, this sum and nothing else is what the defendants owe the claimants and this court shall in the interest of justice of this case grant same to the claimant as its principal claim before this court.

However, for claims 2 and 3 being claims for court fees and cost of this litigation, same have not been sufficiently proved before this court and are accordingly refused.

In the circumstance,
it is adjudged as follows:-

I. That the claimant is entitled against all the defendants jointly and severally to the sum of **₦ 1,873,200.00 (One Million, Eight Hundred and Seventy-Three Thousand, Two Hundred Naira)** only being and representing balance of the principal sum and interest of the loan sum owed to the Claimant by the Defendants.

II. Cost is of ~~N~~50,000.00 (Fifty Thousand Naira) only is awarded in favour the claimant.

I make no further orders.

Dated this 12th day of November, 2025

SAMUEL S. IBANICHUKA, ESQ.
(SENIOR MAGISTRATE)
SIGN: *[Signature]* DATE: 12/11/25-

Signed:
S. S. IBANICHUKA , ESQ.
Senior Magistrate Grade 1
12/11/2025.

