

IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA

IN THE PORT HARCOURT MAGISTERIAL DISTRICT

HOLDEN AT PORT HARCOURT

CLAIM NO: PMC/SCC/471/2025

BETWEEN

1. IVWEGHERE OGHEMESE MARTINS

2. MAGHERO GLOBAL LIMITED

CLAIMANTS

AND

1.EHIOSUN VICTOR

2.SEATRACE VISUAL SOLUTIONS LIMITED

DEFENDANTS

Parties- 1st Claimant is present and represents the 2nd Claimant

Appearances- E. A. Njoku appears appears for the Claimant.

JUDGEMENT

The Claimant in their amended Summons filed the 20/11/2025 is praying the Court for the following:

1. The sum of N5,000,000.00 only, being the balance of the unpaid debt.

As shown on the face of the affidavit of service, the Defendants were served on 25/11/2025. E. Okenwa. The Defense counsel entered a plea of not liable on behalf of the Defendant and the matter was set down for hearing. Parties applied and the Court granted them leave to explore settlement out of Court, which eventually failed and on 13/10/2025, the Court set the matter down for hearing. Claimant opened its case on the 23/10/2025, called in one witness, tendered nine exhibits and closed its case on the 27/10/2025.

A hearing notice was issued on the Defendants. Howbeit, they did not show up but were represented by one E. OKENWA thrice, throughout the proceedings.

The Claimants relinquished their right to file a final written address, urging the Court to enter judgement as per their evidence.

THE CLAIM

The 1st Claimant testified solely that he is a businessman and contractor with NDDC. In October 2022, Defendants came to him and sought for assistance with funds to supply sand to Salvation Ministries headquarters, Iguruta. After due consultation, the Claimants confirmed the supply to be true and parties had an oral agreement. On Wednesday 2nd November 2022, the Claimants transferred the sum of N2,500,000 to the 1st Defendant's personal account with Sterling Bank. In 2023, 1st Defendant came, informing the Claimant that his supply had been increased and he needed an additional N2,500,000.00. On Friday January 6 2023, 1st Claimant transferred the N2,500,000 to the 2nd Defendant's account. The 1st Defendant promised to repay within three months. The three months elapsed and the Claimant demanded for the money and the 1st Defendant issued four cheques belonging to the 2nd Defendant and they were not honoured. When the Claimant kept demanding for repayment, the 1st Defendant blocked him on all text messaging and whatsapp platforms. In June 2023, parties met at Endox Hotel HARUK road, Rumuigbo and calculated all that was owed by the Defendants and 1st Defendant pleaded that its indebtedness be reduced to N5,500,000 as that is what it could pay.

EVALUATION/DECISION

This Court has formulated a lone issue for determination, to wit: *Whether the Claimant has discharged the burden placed on it.*

Civil cases are determined on preponderance of evidence with the imaginary scale tilting in favour of the party with the more credible evidence.

“The person who would lose the case if on completion of pleadings and no evidence is led has the general burden of proof.” – **ARO V ARO (2000) 1 NWLR (PART 649) 443.**

“It is elementary law that a party who wants judgment to be entered in his favour must establish his claims by cogent and verifiable evidence.” – Per Muslim Sule Hassan, JCA in **MR. JULIUS OKE V. MR. EZEKIEL JAMI BUNA & ANOR (2024-11) Legalpedia 67715 (CA).**

The Claimant by this suit, is contending that the Defendant breached their contract as he has failed to fully liquidate the debt owed.

In the case of **FIC CONSTRUCTION LTD. V. NDIC (2013) 13 NWLR PT.1371 p.390 @ 406 - 407**, the court explicated that a contract is an agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law. That it is a promise or a set of promises the breach of which the law gives a remedy, or the performance of which

the law in some way recognizes as a duty. Parties must reach a consensus "ad idem" for a contract to be regarded as binding and enforceable. The two or more minds of the parties must meet at the same point, event or incident. The meeting of the minds of the contracting parties is the most crucial and overriding factor or determinant in the law of contract.

Going further, in the case of **BEST (NIG.) LTD VS. BH (NIG.) LTD. (2011) 5 NWLR Pt.1329 P.95 @ 127**, the Supreme Court defined a contractual relationship to mean a legally binding agreement between two or more persons by which rights are acquired by one party in return for acts or forbearances on the part of the other. It is a bilateral affair which requires the 'ad idem' of the parties. See the following decisions on the point: **ODUTOLA V. PAPERSACK (NIG.) LTD. (2006) 18 NWLR PT.1012 P.470; ORIENT BANK (NIG.) PLC. V. BILANTE INT'L LTD. (1997) 8 NWLR PT.515 P.37 AND S.G.B. (NIG.) LTD. V. SAFA STEEL AND CHEMICAL MANUFACTURING LTD. (1998) 5 NWLR PT.548 P.168.**

In determining whether an enforceable contract has been formed, certain factors are to be considered. In **AMENA SUITS HOTELS LTD. V. PDP (2007) 6 NWLR PT.1031 P.453 12 @ 476**, it was held that for a contract to be validly formed or entered into, there must be: (i) Offer (ii) Acceptance (iii) Consideration (iv) Intention to create legal relationship, and (v) Capacity to enter into contract. All the five (5) elements or ingredients enumerated supra must be satisfied before there can be a valid contract in law. A contract cannot be legally entered into if any of these elements or ingredients is not satisfied or fulfilled. See also the cases of **OKUBULE V. OYEGBOLA (1990) 4 NWLR PT.147 P.723** and **PTF V. UWAMU (2001) 5 NWLR PT.705 P.112.**

The formation of contract is therefore governed by the making of an offer by the offeror and the acceptance of same by the offeree. The offer and the acceptance constitute an agreement of the two parties as "consensus ad idem", that is, the intention of both parties are same. Therefore, for a contract to be valid in law, there must be an offer and an acceptance. An acceptance of an offer may be in writing, by conduct or by other means agreed to or acceptable to the parties. See **JOHNSON WAX (NIG.) LTD. VS. SANNI (2010) 3 NWLR PT. 2010 p. 235 @ 245.**

From the evidence led, the parties entered into an oral agreement which the law permits. Exhibit C1 a & b is an ECO bank statement of account belonging to the 1st Claimant. A cursory look at the documents show that on 02/11/2022, 1st Claimant transferred the sum of N2,500,000 to Victor Ehiosun, the 1st Defendant. On 08/01/2023, the 1st Claimant also transferred another N2,500,000 to SEATRACE VISUAL FIELD, the 2nd Defendant, owned by the 1st Defendant. According to the Claimants, the sums advanced to the Defendants were not gifts but friendly loans to be repaid within the agreed time.

These to the mind of the Court, shows that a valid contract was entered into between parties.

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 und expressed in written form."

As was enunciated by the court in **IBAMA v. SHELL (2005) 10 SC.74 PP 75- 76**, in determining the rights and obligations of the parties to a contract, the Court must respect the sanctity of contract made by them. They are bound by the terms thereof; and the Court will not allow a term on which there is no agreement to be read into it.

The Defendants did not repay as agreed, which this Court can construe as a breach. In explaining what a breach of contract is, the apex Court held in **AUSTIN LAZ THERMOPLASTIC INDUSTRIES LTD & ANOR v. GTBANK (2025) LPELR-81398 (SC)**, thus:

"A breach of contract occurs when a party to the contract, without any lawful justification/excuse, fails, neglects or refuses to perform his obligations under the contract or incapacitates himself from performing same or in some way, backs down from carrying out a material term of the contract. See the case of Ethiopian Airlines V Polaris Bank Ltd. (2025) 6 NWLR (Pt.1987) 451." Per JUMMAI HANNATU SANKEY, JSC (Pp 23 - 23 Paras C - E).

The Claimants further told this Court that after the time agreed for repayment elapsed and the Defendant did not pay, they kept demanding for their money. The Defendant asked that some monies be relinquished to enable him pay. A new agreement was then reached for N5,500,000. This, according to the Claimant is the basis of issuing exhibits C2 a-c and C3. They are cheques which were not honoured as the Defendants made alterations and needed to counter-sign. Albeit, the Defendant refused to show up to regularise the cheque and as such, the Claimants could not get benefit of the cheques. The 1st Defendant has made himself unavailable to regularise the cheque and in the alternative, pay the Claimants as agreed. Having breached the contract, the Claimants are entitled to get their money back.

Worthy of mention is the fact that the Defendants are aware of the pendency of the instant suit but chose not to defend as the counsel representing them, backed down halfway. It is settled law that an unchallenged evidence is deemed admitted and the Court is enjoined to place reliance on it. This was re-echoed by the Supreme Court in **FIDELITY BANK PLC v. SAGECOM CONCEPTS LTD. & ANOR (2025) LPELR-81172 (SC)** when it held, thus:

"It is trite that a Court is at liberty to accept and act on unchallenged or uncontroverted evidence as long as same is credible and believable. See STATE V. EGIGIA (2024) LPELR - 62009 (SC); ONWUTA V. STATE OF LAGOS (2022) LPELR - 57962 (SC); O.A.N. OVERSEAS AGENCY (NIG) LTD V. BRONWEN ENERGY TRADING LTD & ORS (2022) LPELR-57306 (SC); BOYE INDUSTRIES LTD & ANOR V. SOWEMIMO & ANOR (2021) LPELR -58510 (SC)." Per ADAMU JAURO, JSC (Pp 51 - 52 Paras E - A)

The Claimants set-off the excess of the sum owed them in order to confer jurisdiction on the Court.

The law is also trite that the proof required in civil cases is to be discharged beyond probabilities. However, where the Defendants did not defend as in the instant case, what is required is minimal proof.

From the gamut of the evidence placed before me, I find that the Claimants have discharged the burden of proof placed on them, vide minimal proof, given that the Defendants did not defend.

Judgement be and is accordingly entered for the Claimants. It is ordered that the Defendants pay to the Claimants:

- The sum of N5,000,000. 00 as full and final settlement of the debt owed.

I make no order as to cost.

SIGNED

ANUGBUM, OBIARERI. N, ESQ.

CHIEF MAGISTRATE I

SMALL CLAIMS COURT IV

25th February, 2026

