

**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/408/2025**

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

**AND**

**1. JOSEPHINE ELUWA**

**2. IJEOMA UNWANA**

**3. MAXWELL CHIWEOKA**

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**DEFENDANTS**

**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 **₦ 862,000 (Eight Hundred and Sixty-Two 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. **₦200,000.00 (Two Hundred 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, though the 2<sup>nd</sup> defendant was represented by counsel who in cause of the proceedings filed some motions and same were heard and determined by the court. The defendants were foreclosed from cross examining the CW1 and subsequently foreclosed from defending this suit.

The facts of this case are that, the Claimant is a registered credit financing company, that the 1<sup>st</sup> 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 **₦ 3,000,000.00 (Three Million Naira)** and the sum of **₦ 2,500,000.00 (Two Million Five Hundred Thousand Naira)** was approved, a loan agreement was entered into between the parties, the loan agreement is Exhibit C before this court, wherein the 2<sup>nd</sup> and 3<sup>rd</sup> defendants signed as guarantors for the 1<sup>st</sup> defendant and the claimant gave the 1<sup>st</sup> defendant the loan of **₦ 2,500,000.00 (Two Million Five Hundred Thousand Naira)** that the defendant was supposed to repay the loan and its accrued interest in Eight months time. That in repayment of the loan, the 1<sup>st</sup> defendant paid some part of the loan and interest leaving an outstanding of **₦ 862,000 (Eight Hundred and Sixty Two Thousand Naira)**, that the defendants have refused to pay the 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 1<sup>st</sup> Defendant entered the said loan agreement with the claimant and that the 2<sup>nd</sup> and 3<sup>rd</sup> Defendants guaranteed the repayment of the loan and interest by the 1<sup>st</sup> 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 to 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 26/09/25 and adopted before this court on 06/10/25, particularly at paragraph 15 thereof, which says that "the outstanding sum after every possible deduction is ₦ 837,500.00 (Eight Hundred and Thirty Seven Thousand, Five Hundred Naira) , this is the sum the claimant has led evidence in support of and 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 ₦ 837,500 (Eight Hundred and Thirty-Seven Thousand, Five 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 ₦50,000.00 (Fifty Thousand Naira) only is awarded in favour the claimant.

I make no further orders.

Dated this 18<sup>th</sup> day of December, 2025

Signed:

S. S. IBANICHUKA, ESQ.  
Senior Magistrate Grade 1  
18/12/2025.

SAMUEL S. IBANICHUKA, ESQ.  
(SENIOR MAGISTRATE)  
SIGN: *[Signature]* DATE: 18/12/25

