

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/61/2026

BETWEEN

MR SAMUEL CHIBUIKEM NNEKE ----- **CLAIMANT**

AND

MR PROGRESS IKE OBIAJUNWA ----- **DEFENDANT**

JUDGMENT

This suit was instituted by the claimant via summons of this court as in forms RSSC 3 of the court filed on 06-02-26, wherein the Claimant claims against the Defendant is for:

1. The sum of ₦2,350,000.00 (Two Million Three Hundred and Fifty Thousand Naira) only being and representing balance of money the defendant owes to the claimant for purchase of mobile phones.
2. ₦400,000.00 (Four Hundred Thousand Naira) as court fees.
- 3 ₦400,000.00 (Four Hundred Thousand Naira) as costs

In proof of his case the claimant testified as the sole witness (CW1) and tendered Exhibits "A" "A1" and "B" respectively. The Defendant did not cross examine CW1 neither did the defendant defend this suit.

Upon application by the claimant the defendant was foreclosed from cross examining CW1 and defending this suit. At the close of hearing the claimant waived his right to address the court orally or in writing.

The summary of the facts of this case from the claimants perspective is that the claimant is a business man who deals in sales of mobile phones, that the defendant was the regular customer of the claimant who buys the phones from the claimant and resales same. That the defendant approached the claimant to release phones to him on credit while the defendant made part payments , that the said mobile phones were supplied to the defendant at several times and the defendant made part payments, that the total outstanding balance the defendant owes the claimant from the purchase of mobile phone transaction is ₦2,370,000.00 (Two Million Three Hundred and Seventy Thousand Naira) but that the claimants solicitor erroneously wrote ₦2,350,000.00 (Two Million Three Hundred and Fifty Thousand Naira).

That despite several demands for the said sum of ₦2,350,000.00 (Two Million Three Hundred and Fifty Thousand Naira) from the defendant including but not limited to the claimants counsel letter of demand dated 23-12-25 , the defendant has refused to pay the claimant, 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?"

The law is trite that where the claimant leads evidence in prove of his case and the Defendant adduces no evidence in rebuttal, the claimant is entitled to judgment on the merits of the case if he meets the standard of prove required by law. In a civil case such as this the standard of prove is on a preponderance of evidence. See: **Section 134 of the Evidence (Amendment) Act 2023**. The burden of this prove however rests on the claimant. See the cases of **IBANIPIO V. ONYIYANGO (2000) 6 NWLR (PT. 661) PAGE 497 at paragraph E**.

The claimants representative as CW1 relied on Exhibits "A" "A1" and "B" being a certificate in compliance with section 84 of the evidence act, 2023 (as amended), print out of whats app conversation, and the claimants solicitors letter of demand respectively. The defendant did not contradict any of the Exhibits neither is there a defence against all the claims of the claimant before this court, the implication is that the Defendant is deemed to have admitted all the facts and claims as stated by the Claimant in this case, the law is trite that facts admitted need no further proof, see **Section 123 Evidence (Amendment) Act, 2023** and the case of **CBN V. DINNEH (2010) 17 NWLR (PT. 1221) PAGE 125, 162 at paragraphs C-D**.

I have carefully considered the evidence adduced by the claimant in this case, the documents relied on, I have also considered all the prayers as sought by the claimant and which for the sake of emphasis I must repeat are unchallenged by the Defendant and I find that though the claimant stated in paragraph 11 of his witness deposition on oath that the total indebtedness of the defendant to him is ₦2,370,000.00 (Two Million Three Hundred and Seventy Thousand Naira) but his lawyer erroneously wrote ₦2,350,000.00 (Two Million Three Hundred and Fifty Thousand Naira) in the letter of demand to the defendant, there is also no application before the court for amendment of claim before the court, therefore the claim that appears in all the processes before this court is deemed the claim of the claimant and that is the sum of ₦2,350,000.00 (Two Million Three Hundred and Fifty Thousand Naira). which I further find that the claimant has been able to prove on the standard required by law.

.However, for the claims of ₦400,000.00 (Four Hundred Thousand Naira) as court fees and as costs respectively there is nothing before this court to prove same, accordingly prayers two and three fails.

it is hereby adjudged as follows, that the claimant is entitled to:

- I. The sum of ₦2,350,000.00 (Two Million Three Hundred and Fifty Thousand Naira) only being and representing balance of the total sum the defendant owes the claimant for purchase of mobile phones.
- II. Cost is fixed at ₦20,000.00 (Twenty Thousand Naira)

Dated this 30th day of March, 2026

Signed:

S. S. IBANICHUKA, ESQ.

Senior Magistrate Grade 1.

30/03/26.

SAMUEL S. IBANICHUKA, ESQ.
(SENIOR MAGISTRATE)
SIGN: *[Signature]* DATE: 30/3/26

