

IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA
IN THE PORT HARCOURT MAGISTERIAL DISTRICT
HOLDEN AT PORT HARCOURT

SUIT NO: PMC/SCC/194/2024

BETWEEN

CHUKWUKAORA EBERE VERONICA

CLAIMANT

AND

PRINCESS PAUL CHINONSO
(A.K.A PRINCESS SYDNEY)

DEFENDANT

PARTIES: Claimant present. Defendant absent

APPEARANCES: E.O Sydney for the Claimant. No Legal representation for the Defendant

JUDGMENT

The Claimant brought this action via an Ordinary Summons attached with a claim against the Defendants on the 24th day of July, 2024 and filed same date, claiming the reliefs below:

Debt/Amount Claimed - N1,310,000.00
Fees - N3,500,000.00
Costs - Nil
Total - N4,810,000.00

Upon the filing of the matter in court, an Ordinary Summons attached with the complaint form and claim was served on the Defendant personally on the 26/07/2024 by 2pm at No. 10 St. Andrew Street, Rumuobiakani Road, Port Harcourt, Rivers State. The Affidavit of Service is also before the Court. The Defendant was absent and not represented in court on the 12/12/2024 when the matter came up for plea and hearing, despite being served with the originating processes in this suit and upon confirmation of service, a plea of not liable was entered for the absent Defendant and evidence of Claimant's First witness (CW1) taken.

The Claimant on record, Mrs Chukwukaora Ebere Veronica, testified under oath as CW1. She adopted her Witness Deposition on oath, dated 08/01/2025, on the 12/02/2025 and tendered Two (2) Exhibits, which were admitted and marked as follows: The First Bank of Nigerian Statement of Account in the name, Chukwukaora Ebere Veronica, for the period: 10th August, 2021 to 31st August, 2021 as Exhibit A, and the Certificate of compliance with the date of 12/02/2025 as Exhibit A1.

A summary of the evidence of the Claimant CW1 as stated in her deposition is that she is a business woman who is into buying of bags of rice from wholesalers and reselling to consumers for profit. That she went into business with the Defendant after seeing her advert on Facebook, wherein she represented herself as someone who deals on selling and distribution of bags of rice to retailers. That she chatted the Defendant up and

eventually visited her at her residence at No. 10 St. Andrew's Street, Rumuobiakani, Port Harcourt. That after purchasing the first Five (5) bags and a further Ten (10) bags of rice from the Defendant at the rate of N24,000.00 (Twenty Four Thousand Naira) each, the Defendant approached her and told her that if she could order up to 50 to 100 bags of rice from her and pay upfront, that she would reduce the sale price per bag from N24,000.00 (Twenty Four Thousand Naira) to N20,000.00 (Twenty Thousand Naira). That based on the above representation, she contacted her brother and some of her customers and they were able to raise the sum of N1,300,000.00 (One Million Three Hundred Thousand Naira), which she paid into Princess Paul Chinonso, the Defendant's United Bank for African's Account (UBA) Number 2195233948 and tendered Exhibit A in proof of same.

Continuing, the CW1 stated that after the receipt of the said sum of N1,300,000.00 (One Million Three Hundred Thousand Naira), the Defendant kept promising her that she would get the bags of rice as ordered but never did. That about two months later, the Defendant called her to come the next day to carry the rice and requested that she the Claimant sends to the Defendant the sum of N10,000.00 (Ten Thousand Naira) to help her pay the people that are picking stones from the rice for which she did. That the total sum transferred to the Defendant's UBA account now stands at N1,310,000.00 (One Million Three Hundred and Ten Thousand Naira). The CW1 further stated that she visited the Defendant's shop at the Mile 3 market and could not see the Defendant but saw that her shop was empty and upon inquiry from her co-rice sellers, was told that the Defendant did not get any supply of any bags of rice as she claimed. That all her efforts to get the Defendant to refund her the sum of N1,310,000.00 (One Million Three Hundred and Ten Thousand Naira) she transferred into the Defendant's UBA account for the supply of the bags of rice have proved unsuccessful, hence the engagement of a lawyer to prosecute this matter against the Defendant for the recovery of her money. That she has suffered loss and her business folded up. That was her evidence and matter adjourned for either the cross-examination of the CW1 or foreclosure. The Defendant was absent and not represented in court on the 26/03/2025 to cross-examine the CW1 and she was foreclosed from cross-examining the CW1 and the CW1 was discharged. Hearing Notice was ordered to be filed and served on the Defendant at least five (5) working days before the next hearing date and matter adjourned to 29/04/2025 for either definite defence or foreclosure.

On the said of 29/04/2025, the Defendant's counsel, Barr. J. U Eze brought an application asking the court to vacate its earlier foreclosure order made on the 26/03/2025 and to recall the CW1 for cross-examination and in the overall interest of justice, same was vacated and the CW1 was recalled and cross-examined. Whilst under cross-examination, the CW1 basically reiterated her earlier evidence that she is in court over the One Hundred (100) bags of rice she paid for in August of 2021 and which was not delivered to her by the Defendant as agreed. That for her two initial purchases from the Defendant, she picked up the rice from the Defendant's residence at Rumuobiakani as stated above. That it was in the process of the business that she got to know that the Defendant also supplies rice from her shop at Mile 3 market where they remove stones from the rice. That no receipt was issued for the initial five and ten bags of rice she bought from the Defendant as the payments were made through bank transfer but that the WhatsApp messages both parties exchanged can suffice as acknowledgment or evidence of the transactions. That it is correct she was buying a bag of rice from the Defendant for N24,000.00 (Twenty Four Thousand Naira) but when the Defendant told her that if she buys in bulk, that she can sell it to her at the rate of N20,000.00 (Twenty Thousand Naira), she accepted and started collecting money from the women that were buying from her and her brother also, in order to have money to pay for the bulk supply. That it is correct she received the first and second batch of 10 and 15 bags of rice respectively and it is the 3rd batch of 100 bags

that she did not receive, hence the institution of this matter in court. That it is correct she transferred the sum of N1,300,000.00 (One Million Three Hundred Thousand Naira) to the Defendant's account on the 21/08/2021 as shown on her statement of account (Exhibit A). That it is also correct that there is a criminal case pending at the Elelewo Magistrate Court between the Police and the Defendant and that she has testified in the said matter as the complainant. That was the evidence of the CW1 and she was discharged and matter adjourned for defence.

On the 29/05/2025 when the matter came up for defence, the Defendant was absent in court and not represented, despite being served with the hearing notice and she was foreclosed from defending the suit for lack of any intention to defend the suit. The Claimant's Counsel Barr. E.O Sydney equally informed the court of his intention to waive his right to filing of final written address and urged the court to grant the Claimant's reliefs on the strength of the evidence already led and same was granted and judgment reserved. However, after judgment was reserved, the Defendant's counsel, Barr. C.C EZe applied that the foreclosure Order against the Defendant be vacated again to enable her testify in her defence and in the interest of justice, same was granted and her evidence taken.

The Defendant on record, Princess Chinonso Paul, testified under oath on the 11/09/2025 as DW1. Her evidence is that she is a business woman and knows the Claimant on record as her customer since 2021, who buys rice from her and each time she pays, she picks up the rice. That it is not true that she is owing the Claimant the sum of N1,300,000.00 (One Million Three Hundred Thousand Naira) for 100 bags of rice as alleged. That sometimes, the Claimant will make part payment and carries more rice than she paid for and will ask for more time to pay and she will oblige the Claimant. That she does not issue receipts and other women are always there when the Claimant comes to carry her rice. That they started having issues when the Claimant claimed that she paid her the sum of N1,310,000.00 (One Million Three Hundred and Ten Thousand Naira) and she told her that she Defendant does not have evidence to that Claim. That both of them had issues on reconciling the money she claimed she paid to her and that as at that time, she was also having issues with reconciling accounts with her suppliers. That the Claimant later reported her to the Police at Mini Okoro Police Area Command and when the Police could not settle it, she was taken to the Elelenwo Magistrate Court where the matter is still going on till now. The DW1 thereafter tendered the Certified True Copy of the Charge Sheet in MIC/10/2021, with the Court's stamp date of 13/6/2025 and same was admitted and marked as Exhibit B.

Whilst under cross-examination, (On same 11/9/25 and 16/9/25) the DW1 denied ever telling the Claimant that if she can raise money to buy in bulk, that the price will be reduced from the usual price of N24,000.00 (Twenty Four Thousand Naira) to N20,000.00 (Twenty Thousand Naira) per bag. The DW1 stated that it is correct that in the course of their transaction, the Claimant claimed that she paid the sum of N1,310,000.00 (One Million Three Hundred and Ten Thousand Naira), which she can not confirm. Upon being shown Exhibit A, the DW1 admitted that it is correct she maintains an account with United Bank For Africa PLC (UBA) and her name and Account Number: 2195233948 is as stated on the said Exhibit A but that the account has been frozen till 2021 and the money was not paid into her account on her instruction as alleged. That when the Claimant made the payment into her account, she was having issues of reconciliation of accounts with her supplier, Druming Foods, and during the course of that issue, that particular amount was frozen but does not have any document before the court to show that the account was frozen. That it is correct the Claimant has made several demands and a demand letter was served on her for the payment of the said sum of N1,310,000.00 (One Million Three

Hundred and Ten Thousand Naira) but since the matter was charged to court, they have not communicated. That she did not pay the Claimant the money because she laid a criminal charge against her. That she knows that it was the Police that charged her to Court because that was what the Claimant agreed to. That was her evidence and she was discharged and matter adjourned for the evidence of the Defendant's second witness.

The Defendant's counsel informed the Court on the 06/10/2025 that they no longer has any witness to call and final written addresses were thereafter ordered to be filed and served in compliance with the Rules of Court and the respective addresses were adopted on the 11/11/2025 and judgment reserved.

The Defendant's counsel, in his address dated the 25th day of October, 2025 and filed 30th October, 2025, raised a sole issue for determination to wit: Whether the Claimant in the circumstance of this case, has proved by evidence to be entitled to her reliefs?"

The Claimant's Counsel on his part, also raised a sole issue for determination in his address dated 7th day of November, 2025 and filed on the 10th of November, 2025, to wit: Whether the Claimant has proved her case and is entitled to the reliefs sought on the face of claim in this suit?

The issues raised by both counsel are not dissimilar and the Court hereby adopts and modifies the issues raised to read thus: "Whether the Claimant has been able to prove her case on the preponderance of evidence and on the balance of probabilities to be entitled to the relief sought?"

Arguing his sole issue raised, the Defendant's counsel submits that as a preliminary issue, the statement of account of the CW1 (Exhibit A), is an inadmissible evidence and was wrongly admitted in evidence. That Exhibit A, being a banker's book, has its special requirement in law for it to be admissible and same having not been complied with, is inadmissible and the law is that wrongly admitted documents are bound to be expunged at judgment stage. That there is no evidence before court to show that a person in the office of the First Bank of Nigeria personally examined Exhibit A and compared it with the original records and found same to be correct. That failure to give evidence in respect of this mandatory requirement of a document of banker's record/book, renders the document inadmissible. Counsel relied on Section 90 (i) (e) (i) (iii) of the Evidence Act and the case of Oghoyone v. Oghoyone (2010) 2 NWLR (Pt. 543) 1844, in prove of same. Counsel further stated that assuming without conceding that Exhibit A is still of any moment, the DW1 denied that the said sum contained therein was ever received by her. That the Defendant, having denied the allegation, it behooves on the Claimant to adduce credible evidence to prove her claim. That failure of the Claimant to adduce credible evidence to substantiate or justify her claim against the Defendant, is fatal to her case. Counsel therefore urged the court to dismiss the case of the Claimant for lacking in merit and for want of evidence.

The Claimant's counsel on his part and in arguing the first issue raised, contends that the court rightly admitted Exhibit A and A1 respectively, same having complied with Section 84 of the Evidence Act, 2011. That the Defendant as DW1, whilst under cross-examination, admitted that the name of the person whom the Claimant transferred the sum of N1,300,000.00 (One Million Three Hundred Thousand Naira) to is her name and that the bank account the money was transferred to is her bank account. That the Defendant also admitted that the Claimant contracted with her to supply her 100 bags of rice but that she the Defendant failed to supply the 100 bags of rice to the Claimant. That the position of the law is that admitted facts needs no further proof and the said admission by the Defendant that she received the sum of N1,300,000.00 (One Million Three Hundred Thousand Naira) from the Claimant for the supply of the 100 bags of rice and her failure to deliver same, shows that the Claimant has proved her case against the Defendant and entitled to her claim before the court. Counsel therefore urged the court to so hold and grant the claim of the Claimant.

The Defendant's counsel had earlier moved a motion challenging the jurisdiction of this Court on the ground of abuse of Court process and the Court informed the parties that same shall be taken at the stage of judgment in line with Article 14 Rules 2 of the Small Claims Court, Practice Direction, 2024. The said Motion on Notice is dated the 10th day of June, 2025 and filed 11th day

of June, 2025 and same is challenging the jurisdiction of this court on the ground that this suit amounts to an abuse of judicial process. That there is an existing or subsisting criminal charge against the Defendant in Charge No. MCA/110c/2021 Between Commissioner of Police V. Princess Sydney at Elelenwo Magistrate Court, Rivers State. That the matter at the Elelenwo Magistrates Court borders on the matter subject matter as presently constituted in this case before this Honourable Court. That the criminal matter started before the institution of this present suit, hence a grave violation of Section 327 (2) of the Administration of Criminal Justice Law of Rivers State, 2015, which is applicable to this Honourable Court.

The Claimant/Respondent in opposition to the Motion, filed a 7 paragraph Counter Affidavit dated and filed the 27th day of June, 2025, wherein she states that the criminal proceedings at the Elelenwo Magistrates Court, Rivers State was filed by Nigerian Police Force who are the complainant, is for obtaining by false pretences and she testified as a witness. That this present Suit with No. PMC/SCC/194/2024 is a claim for damages for breach of contract, hence this suit is not an abuse of Court process as alleged. That the provision of Section 327 (2) of the Administration of Criminal Justice Law, Rivers State, 2025 (ACJL), cited and relied upon by counsel to the Defendant/Applicant is inconsistent with the provisions of Sections 1 (1) (3), 6(6) (b), 17 (2) (e), 46 (1) and Section 315 (3) of the Constitution of the Federal Republic of Nigeria, 1999, (as amended) and the provision of Section 327 of the ACJL of Rivers State is therefore void to the extent of its inconsistency. The Claimant's counsel therefore prayed the Court to dismiss this application by the Defendant/Applicant with cost of N300,000.00 (Three Hundred Thousand Naira).

The law is trite and as held in plethora of decisions in our Courts that jurisdiction is the life wire of any judicial process and any proceedings conducted in the absence of jurisdiction, however well conducted, goes to nullity. It is also a trite position of law that where at any stage of the proceedings and the issue of jurisdiction comes to limelight, it must be given preference by the Court tackling it first before taking any other further steps, if need be. See SPDC V. GOODLUCK (2008) 14 NWLR (1107), 294 @ 375.

As stated above, the Defendant/Applicant is by this Preliminary Objection asking the court to strike out the Claimant/Respondent suit before this court on the ground that the Claimant/Respondent's suit amounts to an abuse of the process of court. Abuse of process of Court is about the improper use of judicial process to annoy your opponent, as well as multiplicity of same action in same court or different courts. For it to be raised successfully, there must be the same parties, same subject-matter and the reliefs sought must be the same. See the case of **SARAKI & ANOR V. KOTOYE (1992) LPELR-3016 (SC)**. A closer look at the pre-marked Exhibit A attached to the Applicant's Further Affidavit in support of this application, dated and filed the 18th day of June, 2025, shows that it is a charge Sheet with No. MCA/110c/2021 Between C.O.P v. Princess Sydney, pending before the Magistrates Court at Elelenwo. From the above, it is clear that even though the subject-matter, being the sum of N1,300,000.00 (One Million Three Hundred Thousand Naira) might be the same, the parties and the reliefs sought are not. While the relief being sought by the Police in the criminal case above is for conviction for the offence of Obtaining by False Pretences, the reliefs being sought before this court are refund of money and damages for breach of contract agreement. The parties before this court are Mrs. Chukwukaora Ebere Veronica v. Princess Paul Chinonso, which are different from the names on the charge sheet, the pre-marked Exhibit A.

Besides, the Courts have held in plethora of cases that there is no present applicable rule of common law in Nigeria that prevents a simultaneous prosecution of a criminal charge along with a civil suit arising from the same transaction. See the case of **IBRAHIM KHALIL AHMED V. ALH. GAMBO DANPASS (2014) LPELR-24620 (CA)**. See also the case of **KEWALRAM NIGERIA LIMITED V. OLUGBENGA ROSIGI (2019) LPELR-49696 (CA)**. I equally agree with the Claimant/Respondent's counsel contention that Section 327 (2) of the ACJL, Rivers State is inconsistent with the provisions of the Constitution of the Federal

Republic of Nigeria, 1999 (as amended) cited above and the law is trite that any provision of a subsidiary legislation that is inconsistent with the Supreme Law of the land, is void to the extent of that inconsistency.

Flowing from the above stated position of law which this Court is bound by, I therefore hold that this Suit with No. PMC/SCC/194/2024 between **Mrs. Chukwukaora Ebere Veronica v. Princess Paul Chinonso** pending before this court does not amount to an abuse of process of court. The Preliminary Objection of the Defendant/Applicant lacks merit and it is hereby overruled. I equally hold that this Court has the requisite jurisdiction to entertain this suit.

Haven held as I have that the court has the jurisdiction to entertain this suit, let me briefly address the Preliminary issue raise by the Defendant's counsel as regards admissibility of Exhibit A, the statement of account of the Claimant. The Defendant's counsel contended in his address that same is an inadmissible evidence which was wrongly admitted because it did not comply with Section 90 (i) (e) (i) (iii) of the Evidence Act, 2011 (as amended). That Exhibit A was not personally examined by any person in the office of the First Bank of Nigeria and compared same with the original record as required by the said section and therefore inadmissible and should be expunged, same having been admitted. The Claimant's counsel on his part disagrees with the above assertion and rather states both Exhibits A and A1 were rightly admitted in line with the law of admissibility of computer generated evidence under Section 84 of the Evidence Act, 2011 (as amended).

Perhaps it is important to state that Section 84 of the Evidence Act, 2011 (as amended), which deals with the admissibility of a computer generated evidence like a bank statement as in the instant case, provides for two ways of proof. A party can comply with Section 84 (1) (2) by orally stating or explaining how the document containing the statement was produced and that would be taken as sufficient compliance, or by a Certificate under Section 84 (4), identifying the document containing the statement and describing the manner in which it was produced and same will be deemed sufficient compliance. In the instant case, the CW1 told Court how she got her bank statement from her bank with a certificate authenticating same, which complies with the law as stated under Section 84 (4) of the Evidence Act, 2011. The Defendant's counsel misrepresented the law wherein he quoted the case of **OGHOYONE V. OGHOYONE (2010) ALL FWLR (PT. 543) 1844**, in support of his position. In fact, in that case of **OGHOYONE V. OGHOYONE (2010) (supra)** cited by the Defendant's counsel which was brought under the Matrimonial Causes Act, the Court held that as the law stands today computer printout of Bank Statement of Account can be admitted in evidence. See **Trade Bank V Chami (2003) 13 N.W.L.R. Pt. 836 p. 158**. What the law requires is substantial compliance with the law. I therefore see Exhibit A1 as substantial compliance and I so hold. This preliminary point not being an issue before the court, is hereby discountenanced.

From the facts highlighted above, the only issue that calls for determination in this suit is whether the Claimant has been able to prove her case on the preponderance of evidence and on the balance of probabilities to be entitled to the relief sought.

Now, in civil cases, the burden of first proving the existence or non-existence of a fact lies on the party against whom the judgment of the court would be given if no evidence were produced on either side, regard been had to any presumption that may arise on the pleadings. See **Section 133 (1) and (2) of the Evidence Act, 2011 (as amended)**. See also **Mrs. Funmilayo Mubo Adeniran & ORS V. Mr. Sikiru Adio & Anor (2024) 16 NWLR (Pt. 1964) pg. 351, (SC)**.

As stated above, the claim of the Claimant before the court is for a refund of the sum of N1,300,000.00 (One Million Three Hundred Thousand Naira), being and as representing the indebtedness of the Defendant to the Claimant for money transferred by the Claimant into the Defendant's UBA Account Number 2195233948 for the supply of One Hundred bags of rice, which the Defendant failed to supply and not yet refunded, despite repeated demands, together with cost. The law is now settled that a cause of action in a suit for recovery of debt accrues when a debtor fails to pay his debt after a demand to pay has been made. **See Akinsola & Anor. V Eyinnaya (2022) LPELR-57284 (CA).** See also Article 2 (1) (d) of the Rivers State Small Claims Court Practice Direction, 2024, which makes the service or issuance of demand letter a condition precedent to the commencement of an action against the Defendant.

In the instant case, there is a Letter of Demand (Form RSSC1), dated 25/06/2024 and served same date on the Defendant at the above stated address by the Bailiff of court, demanding for the immediate refund of the sum owed the Claimant, buttressing the fact that a formal demand for the money was made and same served on the Defendant, thereby satisfying the condition precedent for the commencement of this suit. From the evidence of the CW1 and especially Exhibit A, it is very clear and not in dispute that a total sum of N1,300,000.00 (One Million Three Hundred Thousand Naira) was paid and transferred by the Claimant into the Defendant's United Bank for Africa's Account Number 2195233948 (Exhibit A), for the supply of One Hundred (100) bags of rice which the Defendant has failed to do. The DW1, both in her evidence in-chief and whilst under cross-examination, never contradicted the above evidence of the CW1 with any credible proof, be it oral or documentary. In fact, the DW1 admitted maintaining an account with UBA with the account number stated on Exhibit A and when asked whilst under cross-examination if she has paid back the money to the Claimant upon being shown Exhibit A, the DW1 stated thus: "it is correct I did not pay the Claimant the money because she laid a criminal charge against me". The law is trite that admitted facts need no further proof and if credible, can be relied upon by the Court. See Section 123 of the Evidence Act, 2011 (as amended). I have gone through her entire evidence before this court and there is no shred of evidence of the refund of same to the Claimant. The law is trite that where parties have entered into a contract or an agreement, they are bound by the 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. **See Arjay Ltd & Ors V. A.M.S Ltd (2003) LPELR-555 (SC).**

The Defendant therefore, having breached or vitiated the contract by unilaterally resiling from the contract through her act of non-performance by her failure to supply the said One Hundred (100) bags of rice to the Claimant as agreed, has both a moral and legal duty to refund or pay back the sum of N1,300,000.00 (One Million Three Hundred Thousand Naira) to the Claimant. The Defendant therefore, having not denied or challenged the above evidence of the CW1 with any credible evidence, is deemed to have admitted same and the law is trite that facts not challenged or controverted are deemed admitted and the court can act on same. See **NACEN V. BAP (2011) 11 NWLR (Pt. 1257) pg 193.** Consequently and in the absence of any credible evidence to the contrary, this court is therefore left with no option than to rely on the uncontroverted evidence of the Claimant.

The law is trite that Courts exists to do substantial justice to parties before it and works with credible evidence and it is the court's view therefore that the Claimant has been able to prove her case with credible evidence and with minimal proof as required by law and therefore entitled to the reliefs sought. Premise on the above, the Claimant is therefore

entitled to a refund of the sum of N1,300,000.00 (One Million Three Hundred Thousand Naira), together with cost of N100,000.00 (One Hundred Thousand Naira) only and I so hold.

Accordingly, it is hereby ordered that;

The Defendant shall refund to the Claimant the total sum of N1,300,000.00 (One Million Three Hundred Thousand Naira) only, being and as representing the indebtedness of the Defendant, together with Cost of N100,000.00 (One Hundred Thousand Naira) to the Claimant.

This is the Judgment of this court. I make no further Orders.

Dated this 17th day of December, 2025



**LEZIGA C. MITEE (MRS)
CHIEF MAGISTRATE II, MAGISTRATE COURT 12.**

