

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

**CLAIM NO: PMC/SCC/115/2024**

**BETWEEN**

**MR. LUCKY NDU ADAH }**

**CLAIMANT**

**AND**

**1.GABRIEL IKENNA SIMON }**

**2.MR. THANKGOD BRIGHT }**

**DEFENDANTS**

Parties- The Claimant and 1<sup>st</sup> Defendant are present.

Appearances- U. Lucky appears for the Claimant; R. U. Egwenre appears for the 1<sup>st</sup> Defendant; F.I. Adebo holding the brief of Ikenna Obah, appears for the 2<sup>nd</sup> Defendant.

**JUDGEMENT**

The Claimant vide a Summons dated 02/05/2024, instituted this matter at the Small Claims Court. The matter was transferred to this Court in October 2024 and the matter began *de novo*.

Claimant's counsel, U. Lucky on behalf of Defendants made a plea of not liable and this Court set the matter down for hearing. Hearing commenced on the 04/11/2024 with the Claimant fielding in one witness, tendering 3 exhibits and closed its case on the 06/11/2024. The Defendants each testified as their sole witnesses, commencing defense on the 14/11/2024, tendered two exhibits and closed their case on the 16/01/2025.

All parties filed their final written address with the Claimant filing on the 30/01/2025, 1<sup>st</sup> Defendant on the 24/01/2025, and 2<sup>nd</sup> Defendant on the 21/01/2025.

**CLAIMANT'S CASE**

The facts as put forward by the Claimant is that: He owns a Toyota Corolla 2010 model which on agreement, was handed over to 1<sup>st</sup> Defendant to use for Bolt business; Parties agreed that 1<sup>st</sup> Defendant shall remit the sum of N25,000 weekly, to the Claimant; the 2<sup>nd</sup> Defendant guaranteed 1<sup>st</sup> Defendant; barely one month after, 1<sup>st</sup> Defendant's wife called that the 1<sup>st</sup> Defendant was missing stating that 1<sup>st</sup> Defendant took a customer to a hotel on SARS road and the vehicle was stolen there; 1<sup>st</sup> Defendant narrated the same story, and Claimant stated that his attempt to get the 1<sup>st</sup> Defendant to go with him to the alleged hotel to get the CCTV footage proved abortive. The Claimant further stated that the 1<sup>st</sup> Defendant only remitted the N25,000 weekly as agreed by parties, only three times.

In their final written address dated/filed the 30/01/2025, Claimant raised one issue for determination, arguing that the Claimant has discharged the burden placed on him, in law. They further argued that the parties are bound by their agreement and the Court should so hold. Claimant's counsel also contends that the evidence as put forward by the defense is contradictory and watery, urging the Court to enter judgement in their favour.

### **THE DEFENCE**

The DW2 is the 1<sup>st</sup> Defendant who is a driver and businessman. On oath before this Court, he stated that he and Claimant had a relationship where Claimant gave him a Toyota Corolla to use as a bolt driver and he is to remit N25,000 weekly to the Claimant vide an account provided by the Claimant.

DW2 alleged that on the 23/12/2024 he picked up two boys who were heading to Equinox hotel, SARS road, Rukpokwu, Obio/Akpor Local Government Area of Rivers State. Upon dropping them off, the boys requested 1<sup>st</sup> Defendant to dine with them and he did. Thereafter, he lost consciousness and could not find the vehicle. He ended up at the gate of a man who brought him to his house. The Claimant thereafter got him arrested.

In his final written address filed 24/01/2025, 1<sup>st</sup> Defendant raised a consolidated sole issue for determination which is, whether the Court has jurisdiction to entertain this suit and grant the reliefs sought for. In arguing the sole issue, Legyo Gbarage on behalf of 1<sup>st</sup> Defendant submitted that the claim before this Court is not liquidated as parties did not sit down to calculate and determine the sum due, thus stripping this Court of its jurisdiction. They further argued that by the agreement of parties, Claimant agreed to bear responsibility for any major issue and the fact of missing vehicle is a major issue. 1<sup>st</sup> Defendant urged the Court to dismiss this suit for want of jurisdiction.

Thank-God Bright a public servant and the 2<sup>nd</sup> Defendant who doubles as the DW1, on oath, told the Court that 1<sup>st</sup> Defendant brought a document to him at home to sign as a guarantor and he signed. He said he guaranteed to replace stolen or damaged items and not the Toyota corolla.

The 2<sup>nd</sup> Defendant filed a final written address on the 21/01/2025 and raised two issues for determination. Ikenna Obah on behalf of the 2<sup>nd</sup> Defendant argued that exhibit D contains two agreements and the guarantor's agreement cannot bind all parties as it is not a tripartite agreement. He further stated that the 2<sup>nd</sup> Defendant is not liable as the Claimant has not been able to prove that any item was stolen or destroyed by 1<sup>st</sup> Defendant. Furthermore, 2<sup>nd</sup> Defendant submits that should the Claimant intend the guarantee agreement to apply to the car, the agreement is unclear and ambiguous, which has misled the 2<sup>nd</sup> Defendant to reach the agreement and the Court should apply the ambiguity doctrine of *contra profenrentum*.

## **EVALUATION OF EVIDENCE/DECISION**

The Court has read through the fine lines of the industry displayed in the final written address of Counsels and to aptly do justice to this matter, I have summed up all the issues raised by parties and distilled three issues therefrom:

1. Whether this Court has jurisdiction to determine this matter;
2. Whether there is a cause of action against the 2<sup>nd</sup> Defendant; and
3. Whether the Claimant is entitled to the judgement of this Court.

### **ISSUE 1- Whether this Court has jurisdiction to determine this matter**

To better answer this question, recourse shall be had to judicial and statutory authorities.

It is now a well-settled principle of law that the issue of jurisdiction is an all so important one, which must be decided before a Court can proceed to adjudicate on a matter. Further, the issue of jurisdiction may be substantiated through the presence of certain features as laid down in the age-old judicial authority of **MADUKOLU V NKEMDILIM (1962) 2 NSCC 374 at 379-378.**

Jurisdiction is the live wire of adjudication which should be determined at the earliest opportunity. See **MADUKOLU & ORS V NKEMDILIM & ORS (1962) 2 SCNLR 341; SKENCONSULT (NIG.) LTD V UKEY (1981) 1 SC 6; GOLDMARK (NIG.) LTD V IBAFON CO. LTD (2012) 10 NWLR (PT 1308) PAGE 291; NIGERIAN UNION OF ROAD TRANSPORT WORKERS & ANOR V ROAD TRANSPORT EMPLOYERS ASSOCIATION OF NIGERIA & ORS (2012) 10 NWLR (PT 1307) 170."**

As has been held by a plethora of authorities, the law is trite that the jurisdiction of any Court is derived from the statute creating the Court or from any other statute specifically conferring such jurisdiction on the Court - **CENTRAL BANK OF NIGERIA VS. RAHAMANIYYA GLOBAL RESOURCES LTD (2020) Legalpedia (SC) 10815.**

The **Rivers State Small Claims Practice Direction 2024 in Article 2** provides thus: An action may be commenced in the Small Claims Court where:

- a) The Defendant or any one of the Defendant resides or carries on business in Rivers State at the time of commencing the action;
- b) The cause of action arose wholly or partly in Rivers State;
- c) The claim is for a simple liquidated money demand and/or related matters in a sum not exceeding N5,000,000 (five million naira), including cost;
- d) The Claimant must have served on the Defendant a letter of demand as in Form RSSC1.

As has been led in evidence, the Defendants reside in Rivers State. The cause of action also arose wholly in Rivers State. Form RSSC1 was also served on the Defendants. This leaves us with the requirement that the claim should be for a liquidated money demand and/or related matter.

Article 18 of the Practice Direction, *op.cit* defines liquidated money demand to mean, 'a debt or other specific sum of money usually due and payable and its amount must be already ascertained or capable of being ascertained as a mere matter of arithmetic without any further investigation.'

The Claimant and 1<sup>st</sup> Defendant have led evidence of the fact that the Claimant gave 1<sup>st</sup> Defendant a vehicle to use for bolt business on the understanding that the 1<sup>st</sup> Defendant shall remit N25, 000 weekly and 1<sup>st</sup> Defendant did remit for a few times and stopped. Parties are *ad idem* on that fact. It need no further proof. Contrary to the contention of the 1<sup>st</sup> Defendant's Counsel that because parties did not sit down to determine the alleged liquidated sum, it is not within the jurisdiction of this Court, I hold a different view. That is not the requirement of the law as cited above. Is the debt due? Is the amount ascertained or capable of being ascertained by simple arithmetic without any further investigation? The answer to the mind of the Court is a resounding YES! The sum for which the Claimant is seeking is within the Court's jurisdiction.

I shall pause to pay a little attention to the contention of 1<sup>st</sup> Defendant that they did not explore the option of arbitration as provided for in exhibits C2a-d which is on all fours with exhibit D1a-e before proceeding to litigation. The law is trite that where there is a clause for arbitration and parties do not exhaust that requirement, the Court lacks jurisdiction to entertain the matter.

In view of the fact that the wordings of the arbitration clause would have to be construed strictly, it important to understand what is or what constitute a dispute in a bid to clearly ascertain whether the Court can proceed to enforce the contract between the parties in the absence of a dispute, notwithstanding the arbitration clause contained in the contract.

In **BENDEX ENGINEERING CORPORATION & ANOR V. EFFICIENT PETROLEUM NIGERIA LTD (2000) LPELR-10143(CA) (P. 54, paras. A-B)** the Court of Appeal referred to page 424 of the 5th Edition of Black's Law Dictionary in defining a dispute to mean "*a conflict or controversy; a conflict of claims or rights; an assertion of a right, claim, or demand on one side, met by contrary claims or allegations on the other*".

It follows therefore that any assertion of right which is not denied or controverted by the other party does not amount to a dispute in law and can be enforced directly by the Court without referral to arbitration.

Further to the above, the Supreme Court in **KANO STATE URBAN DEVELOPMENT BOARD V. FANZ CONSTRUCTION COMPANY LTD (1990) LPELR-SC.45/1988 (Pp. 58-60, Paras. C-B)** noted that there is no dispute *within the meaning of an agreement to refer disputes where there is no controversy in being, a party already admits its liability but simply fails to pay.*

This position of the law was restated by the Court of Appeal in **UNITED WORLD LIMITED INC V. MOBILE TELECOMMUNICATION SERVICES [1998] 10 NWLR (Pt. 586) 106** where the Claimant contended that since the Defendant had already acknowledged its

indebtedness, that there was no dispute capable of being referred to arbitration and that the attempt by the Defendant to rely on the arbitration clause contained in the contract between the parties is an attempt to delay liability. The Court of Appeal accordingly held as follows;

*"In case of an agreement with a clause for reference to arbitration, the subject must be such as is capable of being referred to arbitration. Where a party has admitted liability or compromised his stand, by some admission capable of altering the position of the parties in respect of the matter in dispute, the matter can no longer be for reference to an arbitration."*

From the foregoing, it can be gleaned that a party can proceed to enforce its claims in Court against the other party where there is an admission of liability or no disputation of liability, notwithstanding the presence of an arbitration clause in the contract between the parties. This is on the premise that there is no dispute between the parties that can be referred to arbitration as parties have not joined issues on the Claimant's claims.

However, where the Defendant denies liability or controverts the Claimant's claims, then there is a dispute which has to be referred to arbitration by the parties before resorting to court.

Notwithstanding the above, it is important to state that the right to refer a dispute to arbitration is a personal right and not a constitutional right and can therefore be waived by the parties at any time. This was affirmed by the Court of Appeal in **BCC TROPICAL NIGERIA LTD. V. THE GOVERNMENT OF YOBE STATE OF NIGERIA & ANOR (2011) LPELR-9230(CA)(P. 15, paras. B-G)** where the Court stated thus;

*"By virtue of Section 2 of the Arbitration and Conciliation Act 1988, an arbitration agreement shall be irrevocable except by agreement of the parties, or by leave of Court, or a Judge. However, the right to go for arbitration is a personal right. It is not a constitutional right. Therefore, it can be waived by either of the parties to the agreement expressly or by contract"*

The implication of the above is that parties can decide to waive the provision of their contract which requires them to refer any dispute to arbitration and consequently proceed straight to Court. In this light, section 5(1) of the Arbitration and Conciliation Act provides thus;

*"If any party to an arbitration agreement commences any action in any court with respect to any matter which is the subject of an arbitration agreement any party to the arbitration agreement may, at any time after appearance and before delivering any pleadings or taking any other steps in the proceedings, apply to the court to stay the proceedings"*

The burden is therefore on the Defendant to express its non-waiver of the contractual obligation to have the matter referred to arbitration by promptly filing an application staying proceedings in the suit before taking any further step. In the instant suit, the Defendant did nothing of such.

In clear and simple terms, the jurisdiction of the Court has been properly invoked. The argument of 1<sup>st</sup> Defendant challenging jurisdiction based on an imaginary failure to comply with conditions precedents holds no water, is untenable and therefore rejected in its entirety.

Issue one is resolved in favour of the Claimant and I so hold.

**Issue two- Whether there is a cause of action against the 2<sup>ND</sup> Defendant**

This issue is in *pari materia* with issue one as raised by Counsel to 2<sup>nd</sup> Defendant in his final written address. Counsel in answering that question argued that to bind all parties, the guarantor's agreement should be a tripartite agreement and that the 2<sup>nd</sup> Defendant not being a party to the daily car payment agreement, is not bound by the document.

A guarantee is a written undertaking made by one person to a second person to be responsible if a third person fails to perform a certain duty.

The Court of Appeal in **WEMA BANK PLC. & ANOR v. ALARAN FROZEN FOODS AGENCY NIGERIA LIMITED & ANOR (2015) LPELR-25980(CA)** relying on Halsbury's Laws of England, 4th Edition Vol. 2, at paragraph 101 defined contract of guarantee thus: "*A guarantee is an accessory contract by which the promisor undertakes to be answerable to the promise for the debt, default or miscarriage of another person whose primary liability to the promise must exist or be contemplated.*"

"A contract of guarantee presupposes the existence of another prior contract in form of a loan undertaking which the principal debtor is primarily liable. The obligation of a guarantor to the principal creditor is secondary and will only arise upon the default of the principal debtor." **PER C. E. IYIZOBA, J.C.A in WEMA BANK PLC. & ANOR V ALARAN FROZEN FOODS AGENCY NIGERIA LIMITED & ANOR (2015) Legalpedia (CA) 11251.**

The argument of counsel to 2<sup>nd</sup> Defendant that the contract of guarantee not being tripartite, cannot bind the guarantor. On the strength of the authority in *WEMA BANK PLC op.cit* that argument will naturally crumble. As it were, a contract of guarantee though independent, does not stand alone, *stricto sensu*. It invariably presupposes that a contract existed which predates the contract of guarantee. The contract of guarantee is ancillary to the principal contract.

This is the position of the Court in **PROSPER FUNDS LIMITED V RAY-MART COMPANY LIMITED & ORS (2018) Legalpedia (CA) 21815** when it held that thus:

"Now a contract of guarantee or suretyship is a distinct and separate written contract from the main contract of debt between the borrower where a person personally guarantees or undertakes to be answerable or responsible for the debt, liability or obligation of the debtor or borrower in the event the principal debtor fails, neglects or is unable to repay the debt and is enforceable by the creditor against the guarantor/surety without prior demand against the guarantor/surety and without first proceeding against the principal debtor and/or without the necessity of joining the principal debtor in the proceedings to enforce the same..."

This here to the mind of the Court, settles that issue.

This Court shall deal with whether there is a cause of action against the 2<sup>nd</sup> Defendant.

A cause of action is the legal basis for the reliefs sought by the Claimant. The phrase comprises every fact which is material to be proved to enable the plaintiff to succeed, it means a factual situation, the existence of which entitles the plaintiff to obtain from the Court a remedy against the defendant, it means the plaintiff has some chance of success when the allegations in the pleadings are considered, notwithstanding the fact that the case may be weak or unlikely to succeed. See *Thomas v. Olufosoye* (1986) 1 N.W.L.R. (Pt.18) 669." - *Per Sulu-Gambari, J.C.A., in Panache Communications Ltd. v. Aikhomu* Suit No. CA/L/92/91; (1994) 2 N.W.L.R. (Pt. 327) 420 at 434.

"A reasonable cause of action is a cause of action with some chance of success. A reasonable cause of action is a good cause of action; a cause of action which is valid and sustainable in law. A reasonable cause of action need not invariably succeed. There should however be good chances of success on the face of the claim and the pleadings." - *Per Tobi, J.C.A., in Sodipo v. Lemminkainen OY* Suit No. CA/L/70/ 89; (1992) 8 N.W.L.R. (Pt. 258) 229 at 242.

The 2<sup>nd</sup> Defendant is before this Court because he made exhibit C2d, the guarantee. It is apposite to state that exhibit C2d is not independent of the preceding exhibit C2a-c, as the guarantee-ship deals with the agreement entered in the exhibit C2a-c. succinctly put, exhibit C2d cannot be read in isolation, though the 2<sup>nd</sup> Defendant is not a party to exhibit C2a-c, the agreement.

By a glimpse of exhibit C2d, the 2<sup>nd</sup> Defendant states in clear terms that he shall replace any item stolen or destroyed by Gabriel Ikenna Simeon and shall produce him in case of any misconduct during the pendency of the agreement.

In construing the contents of a document, literal interpretation is encouraged. An item is an individual article or unit, especially one that is part of a list, collection, or set- Merriam Websters Dictionary <https://www.merriam-webster.com/> .

The agreement entered between Claimant and 1<sup>st</sup> Defendant for which 2<sup>nd</sup> Defendant guaranteed is daily car payment agreement and nothing more. The guarantee-ship did not contemplate the 2<sup>nd</sup> Defendant replacing a vehicle nor did it contemplate that the Toyota Corolla is an item within the contract of guarantee. The guarantor will be held liable only to the extent indicated in the contract.

The Claimant cannot read into the contract of guarantee what was not intended nor can he *suo motu* expand the scope of words used in the contract.

The Claimant has not led any iota of evidence to show that any item was stolen or destroyed by the 1<sup>st</sup> Defendant for which the 2<sup>nd</sup> Defendant should be called upon. The 2<sup>nd</sup> Defendant is only needed when and where the 1<sup>st</sup> Defendant steals or destroys any item or where he causes any misconduct during the pendency of the agreement. the liability of 2<sup>nd</sup> Defedant is only

invoked when an item goes missing or the 1<sup>st</sup> Defendant misconducts himself. His guarantee-ship is thus restricted and cannot at this time of the day, be expanded.

The burden placed on the Claimant on issue two has not been discharged as there is no cause of action against the 2<sup>nd</sup> Defendant, yet. The Court finds that issue two is resolved in favour of the 2<sup>nd</sup> Defendant and I so hold.

### Issue three- Whether the Claimant is entitled to judgement of this Court

In civil cases, the onus of proving the existence or otherwise of a fact lies squarely upon the party against whom the decision of the Court would be given if no evidence were adduced on the other side, regard being accorded to any presumption that may arise on the particulars of claim. Invariably, the onus of proof shall be discharged by the party on the balance of probabilities in all civil proceedings. See Sections 133(1) and 134 of the Evidence Act. This explains the trite fundamental doctrine- **MUSA MUHAMMAD USMAN OBE V. MURTALA ABDULLAHI ABUBAKAR AND 5 ORS (2023-03) Legalpedia 18831 (SC)**

A careful examination of the originating process shows the Claimant stating that he gave the Defendants his Toyota Corolla salon car on hire purchase and to remit some amount of money to the tune of N5,000,000 only. He has not received the money nor seen the vehicle.

It is the Claimant's case that he gave the 1<sup>st</sup> Defendant his car to register and use with Bolt company on the agreement that he remits to Claimant N25,000 weekly and 1<sup>st</sup> Defendant has remitted thrice. The 1<sup>st</sup> Defendant in his evidence in chief corroborated this piece of evidence and stated that he has remitted some money to the account provided him by Claimant.

Claimant and 1<sup>st</sup> Defendant entered into exhibit C2a-c which is the daily car payment agreement on the 28/11/2023. In **CHABASAYA V. ANWASI (2010) LPLER-839(SC)** the Court outlined the elements of a valid contract to be offer, acceptance, consideration and intention to create a legal relation. From a careful analysis of the agreement entered, those elements exist, are present and complete.

The grouse of the Claimant is that the 1<sup>st</sup> Defendant has breached it and made away with his car.

Before I delve into determination of this issue, I shall state clearly that exhibit C2a-d is titled daily car payment agreement. That the Claimant termed his matter hire purchase or otherwise does not change the nomenclature of exhibit C2a-d. The 1<sup>st</sup> Defendant in his address has made a heavy weather as to the fact that Claimant wrote hire purchase. The document speaks for itself and neither Claimant nor 1<sup>st</sup> Defendant can change its content. The Court considers the use of the word 'hire purchase' by Claimant as a mere semantics which does not affect the substance of this matter. Substantial justice shall not be sacrificed at the altar of technicalities and semantics.

1<sup>st</sup> Defendant's counsel argued that the Contract was brought to an abrupt end when the car was stolen. In another breath, Counsel argued that parties agreed that in the case of any major

issue, the Claimant shall be responsible and the loss of the vehicle is a major issue which is the responsibility of the Claimant. The 1<sup>st</sup> Defendant's Counsel also led evidence of the fact that no Court has adjudged the car stolen nor has the 1<sup>st</sup> Defendant found guilty of stealing the car. Whether the Toyota Corolla was stolen from the 1<sup>st</sup> Defendant, is not the matter before the Court. Exhibit D2 which is a charge sheet pending before a Court is yet to be determined. This Court lacks jurisdiction to make any pronouncement on that issue as this is a specialized Court with no criminal jurisdiction. I shall restrain myself to the live issues before me. Moreso, holding that the stealing of the vehicle affected the contract is beyond this Court as that will be subtly asking the Court to make a pronouncement on the state of the vehicle and this Court shall resist that temptation.

The law of contract is well settled that given the sanctity of contract, parties are bound by their contract- **MR. ENIWOMAKE RICAHRD OVIVIE V. DELTA STEEL COMPANY LIMITED (2023-03) Legalpedia 79126 (SC).**

It follows therefore, that this Court like any other Court, cannot rewrite the contract of parties but must give effect to it- **OWIGS AND OBIGS NIGERIA LIMITED v. ZENITH BANK PLC (2020) LPELR-50702 (CA).**

Has the 1<sup>st</sup> Defendant breached the agreement reached in exhibit C2 a-d? the answer is, Yes.

The Claimant admitted receiving N25,000 agreed, thrice only. That in itself is a breach of the contract entered by parties. *A breach of Contract is committed when a party without lawful excuse, fails, neglects or refuses to perform an obligation he undertook in the contract or either performs the obligation defectively or incapacitates himself from performing the contract-* **Fabiyi JCA as he then was in OBAJIMI v ADEDIJI [2008] 5 WRN 172.**

The inability of the 1<sup>st</sup> Defendant to perform the central obligations created by Exhibit C2 amounts to a fundamental breach. It is germane to state that the term *fundamental breach* is used to denote a performance totally different from that which the contract contemplated... - **INTERNATIONAL MESSENGERS NIGERIA LTD v PEGOFOR INDUSTRIES LIMITED [2005] Legalpedia (SC) 81711.**

The 1<sup>st</sup> Defendant is to remit N25,000 weekly, from the 1<sup>st</sup> week in December 2023 as contemplated by exhibit C2a-d. By a simple arithmetic construction, between 01/12/2023 and 30/04/2024 (the last week before Claimant instituted this present suit) is 21 weeks. The parties as has been noted above agreed that 1<sup>st</sup> Defendant remitted thrice, which is less 21 weeks. The 1<sup>st</sup> Defendant is thus in breach for 18 weeks. How the Claimant arrived at N5,000,000 is a science and magic beyond this Court.

1<sup>st</sup> Defendant has offended the principle of *Pacta sunt servanda* that is, agreement of contracting parties are to be observed and the Claimant is entitled to some recompense in the form of general damages. This is because, cost follows events.

From the gamut of evidence placed before this Court, the Court is of the considered opinion that the Claimant has discharged the burden placed on him in law and has proved his case to entitle him to the judgement of this Court. To the extent the Claimant has proved his case, judgement be and is hereby entered in favour of the Claimant and it is ordered as follows, that:

1. The 1<sup>st</sup> Defendant pay to the Claimant the sum of N450, 000 representing breach of contract for 18 weeks;
2. The 1<sup>st</sup> Defendant pay to the Claimant the sum of N1,000,000 only as cost for general damages.
3. These orders are to be complied with not later than 21 days from today.

I make no further order as to cost.

SIGNED

ANUGBUM, OBIARERI N.,  
SMALL CLAIMS COURT III

17/02/2025

