RMC/SCC/03, 27, 28/2026

IN THE CHIEF MAGISTRATE COURT OF RIVERS STATE OF NIGERIA
IN THE RUMUODOMAYA MAGISTERIAL DISTRICT
HOLDEN AT RUMUODOMAYA

BEFORE HIS WORSHIP B.H. ABE (MRS) ESQ., SITTING AT THE CHIEF MAGISTRATE COURT 1 RUMUODOMAYA ON TUESDAY THE 26TH DAY OF MAY, 2026

RMC/SCC/03/2026

BETWEEN

FRANCIS WALI - CLAIMANT
(TRADING UNDER THE NAME & STYLE
OF DE-FRANKTEX INTEGRATED SERVICES)

VS.

BEAUTY CHIOLOJI - DEFENDANT

Matter for Judgment.

Claimant present, defendant absent

Agochi Amadi Esq for the claimant, no defence

CONSOLIDATED JUDGMENT

The claimant claims against the defendant as follows;

The claimant claims the sum of N2,300,000.00 (Two Million, Three Hundred Thousand Naira) from the defendant for the unpaid loan including accumulated interests from the loan received 28th January, 2025.

Facts

The claimant, Francis Wali, a licensed money lender trading under the name and style of DeFrantex Integrated Services, loaned money to the defendant on the 28th January, 2025, loan sum of N500,000.00 transferred to the defendant with an interest rate of 30% per month.

The defendant by the loan agreement was to pay off the loan within three months from 28th January, 2025 to 28th April, 2025 but defaulted wherefore her interests accrued.

The claimant wrote a demand letter to the defendant. He paid his lawyer N500,000.00 for this suit.

The claimant claims N2,300,000.00 for the total indebtedness, that is the capital loan sum of N500,000.00 plus interests for 12 months.

Issue for determination

Whether the Court can grant his claims?

COURT

Exhibits tendered by the claimant in proof of his claims;

1. Deed of Conveyance – Exhibit A1.
2. Money lender License – Exhibit A2
3. Certificate of Registration Exhibit A3,
4. Loan Agreement – Exhibit B1
5. Transfer of loan – Exhibit C2
6. Demand Letter – Exhibit C3

The claimant in proof of his claim as stipulated in sections 131 to 134 of the Evidence Act, 2011, civil cases being decided on the preponderance of evidence; attached the documents listed above in proof of his case;

Affidavit of service of the Court Summons dated 12th February, 2026 before the Court.

Loan N500,000.00 given on the 28th January, 2025. Interest at 30% monthly will be N150,000.00. See Exhibit B, loan agreement executed by both parties.

N150,000.00 from 28th January, 2025 to 26th May, 2026 will be for 16 months.

N150,000.00 by 16 months will give N2,400,000 interests alone.

Hearing notice served on the defendant and summons, despite the said service, the defendant failed to appear before this Court to defend this suit.

This is a money demand action commenced by the Claimant before this Honourable Court for the recovery of the loan sums being money lent to the Defendant.

The record of this Court shows that the Defendant was duly served with the Claimant's complaint and accompanying processes in accordance with the Rivers State Magistrates' Courts (Civil Procedure) Rules, but failed to enter appearance or file any defence within the time prescribed by law. The Defendant was also absent in court.

The Claimant's case, as disclosed on the complaint and supported by evidence, is that in January and March 2025, the Defendant collected different loans from the Claimant with written agreements to repay same. The written loan agreements were tendered and admitted in evidence. The Claimant further gave evidence that despite the expiration of the agreed repayment dates and formal demand, the Defendant failed, refused, and neglected to repay the loans.

I have carefully considered the unchallenged evidence before the court. Where evidence is uncontroverted, the court is entitled to accept and act on it. See Nigerian Maritime Services Ltd v. Afolayan (1978) 2 SC 79.

I find as a fact that the Defendant collected loans from the Claimant and has failed to repay same as agreed.

The claim before the court is for a liquidated sum, and the Defendant has failed to defend the action or disclose any triable issue. Under the Rivers State Magistrates' Courts (Civil Procedure) Rules, where a Defendant fails to enter appearance or file a defence to a liquidated money demand, the court is empowered to enter judgment for the Claimant. See Nishizawa Ltd v. Jethwani (1984) 12 SC 234; Ben Thomas Hotels Ltd v. Sebi Furniture Ltd (1989) 5 NWLR (Pt. 123) 523.

In the absence of any defence, this court is entitled to proceed and enter judgment on the undefended claims. See Pan Asian African Co. Ltd v. NICON (1982) 9 SC 1.

On the issue of interest, the law empowers the court to award interest where same is claimed and supported by the circumstances of the case. See Ekwunife vs. Wayne (W.A.) Ltd (1989) 5 NWLR (Pt. 122) 422.

In a loan demand case as in this instant case, the court must be satisfied that:

1. There is evidence of the loan (agreement, acknowledgment, bank transfer and the demand letter).
2. The sum claimed is certain.
3. The defendant was served with the Court summons.
4. The defendant failed to defend, or raised no triable issue.

This Court is satisfied that all the aforementioned conditions have been satisfied in this case.

The records of court show that the Defendant was duly served with the Claimant's processes but failed to enter appearance and/or file any defence within the time prescribed by the Rules of this Court.

The Claimant tendered documentary evidence before the Court including the loan agreement/acknowledgment of debt and demand letter amongst others aforementioned which were admitted and marked as Exhibits.

I find as a fact that the Defendant collected the said loans from the Claimant and has failed, refused and neglected to repay same despite repeated demands.

The claim before this Court is for a liquidated sum. The Defendant has failed to controvert the Claimant's evidence or raise any triable issue. The law is settled that where a Defendant fails to defend a liquidated money demand, the court is entitled to enter judgment as claimed for the claimant. See the following cases;

- Nishizawa Ltd vs. Jethwani (1984) 12 SC 234
- Ben Thomas Hotels Ltd v. Sebi Furniture Ltd (1989) 5 NWLR (Pt. 123) 523
- Pan Asian African Co. Ltd v. NICON (1982) 9 SC 1

The Court will award interests on the loan of N500,000.00 at N2,300,000.00 as claimed by the claimant and not N2,400,000.00, which is the actual interests accrued on the principal sum for 16 months.

Accordingly, judgment is hereby entered for the claimant against the defendant as follows;

1. That The defendant shall pay to the claimant the sum of N2,300,000.00 (Two Million, Three Hundred Thousand Naira) only, being outstanding indebtedness arising from the loan transaction between the parties entered into on the 28th January, 2025.

2. That the Principal loan sum of N500,000.00 (Five Hundred Thousand Naira) only, be paid to the claimant by the defendant.

3. That the defendant shall pay for the Cost of this action assessed at ₦500,000.00. (Five Hundred Thousand Naira) only.

4. That the judgment sum shall attract post-judgment interest at the rate of 10% per annum two months from today until final liquidation of the judgement sum.

5. That these orders be effected forthwith.

RMC/SCC/27/2025

BETWEEN

FRANCIS WALI **-** **CLAIMANT**
(TRADING UNDER THE NAME & STYLE
OF DE-FRANKTEX INTEGRATED SERVICES)

VS.

BEAUTY CHIOLOJI **-** **DEFENDANT**

Matter for Judgment.

CONSOLIDATED JUDGMENT

The claimant claims against the defendant as follows;

The claimant claims the sum of N4,750,000.00 (Four Million, Seven Hundred and Fifty Thousand Naira) from the defendant for the unpaid loan including accumulated interests from the loan received 7th March, 2025.

Facts

Claimant in Court, defendant absent on the 24th April, 2026.

Affidavit of service before the Court dated 7th January, 2026, claimant's counsel, Agochi Amadi Esq, prayed the Court on the 24th April, 2026 to consolidate RMC/SCC/27/2025 with RMC/SCC/03/2026 and RMC/SCC/28/2025.

Francis Wali vs. Beauty Chioloji and Two others, the Court conceded and consolidated all three cases.

Affidavit of service in RMC/SCC/03/2026 dated 12th February, 2026.

Affidavit of service in RMC/SCC/28/2025 dated 7th January, 2026.

Cw1, Francis Wali gave evidence afterwards, written deposition on oath for the three cases adopted by him.

Evidence of cw1

The claimant, Francis Wali, loaned the defendant on the 7th March, 2025, the sum of N1,500,000.00 with an interest monthly to pay back same to the claimant within three months from 7th March, 2025 to 7th June, 2025, but she defaulted, interests accrued till date on the loan. A Demand letter was served on the defendant, litigation cost of N250,000.00 paid to the claimant's lawyer.

Defendant paid N800,000.00 to the claimant, unpaid balance of N4,750,000.00, interests of nine months pending plus capital loan sum will give a total of N4,750,000.00.

Exhibits tendered admitted in evidence; for all three cases.

Exhibit A1 – Deed of conveyance.
Exhibit A2 – Money lender's certificate
Exhibit A3 – Certificate of registration of his business name and licenses.

Exhibits B1 to B3 – Loan agreements between the claimant and the defendants in all three cases.

Exhibit C1 – United Bank for Africa statement for RMC/SCC/03/2026; downloaded via his printer and Techno Phone both in good working condition.

Exhibit C2 – For RMC/SCC/27/2025
Exhibit C3 – For RMC/SCC/28/2025.

Letter of demand by the claimant to the defendant in all three cases – Exhibits D1, D2, D3.

Cw1 foreclosed from cross-examination at the end of his evidence due to the absence of the defendant. The Court ordered the defendant to be served with a hearing notice. Claimant's counsel closed his case.

On the 12th May, 2026, the defence was foreclosed from defending this suit due to her absence, claimant's counsel, E. S. Amadi, Esq. prayed the Court to waive his right to address the Court, which the Court conceded to and adjourned for judgment.

Issue for determination

Whether the claimant is entitled to all his claims?

COURT

The defendant breached the loan agreement, affidavit of service of the Court's summons before the Court dated 7th January, 2026.

Exhibits

Loan Agreement – Exhibit B2, the defendant breached the said loan agreement executed by both parties. Contract breached, the defendant is liable to pay damages for breach to the claimant.

A Demand Letter was served on the defendant which she ignored see Exhibit D.

Loan – N1,500,000.00.

Loan from 7th March, 2025 to 26th May, 2025 = 14 months.

Defendant paid N800,000.00, leaving the balance unpaid.

Small claims monetary jurisdiction = N5,000,000.00.

Claimant forfeits the excess, claims only N4,750,000.00, total N5,000,000.00 including legal fees of N250,000.00.

Accordingly, judgment is hereby entered for the claimant against the defendant as follows;

1. That The defendant shall pay to the claimant the outstanding sum of 4,750,000.00 only, being outstanding indebtedness arising from the loan transaction between the parties entered into on the 7th of March, 2025, which includes the principal loan sum and interests accumulated excluding the sum of N800,000.00 already paid by the claimant.

2. That the defendant shall pay the Cost of this action assessed at ₦250,000.00. (Two Hundred and Fifty Thousand Naira) only.

3. That these orders be effected forthwith.

RMC/SCC/28/2025

BETWEEN

FRANCIS WALI - CLAIMANT
(TRADING UNDER THE NAME & STYLE
OF DE-FRANKTEX INTEGRATED SERVICES)

VS.

BEAUTY CHIOLOJI - DEFENDANT

Matter for Judgment.

CONSOLIDATED JUDGMENT

The claimant claims against the defendant as follows;

The claimant claims the sum of N5,000,000.00 (Five Million Naira) from the defendant for the unpaid loan including accumulated interest from the loan received 24th January, 2025.

Facts

Evidence of Cw1.

The claimant loaned the defendant N1,500,000.00 on the 24th January, 2025. N1,480,000 transferred to the defendant, N20,000.00 cash paid to her with interests at 30% monthly, to pay back within three months from 24th January, 2025 to 24th April, 2025, she defaulted, interests plus loan sum accrued till date.

Demand letter written to the defendant.

Defendant only paid N1,000,000.00, leaving an unpaid balance of N5,450,000.00.

The claimant forfeits the excess of N450,000.00 to confer jurisdiction on the Court, prays for only N5,000,000.00.

COURT

Affidavit of service before the Court, dated 7th January, 2026.

Loan agreement, Exhibit B3 breached by the defendant executed by both parties.

Letter of Demand, Exhibit C1 by the claimant to the defendant.

Loan of N1,500,000.00, interests at 30%, will give N450,000.00 monthly.

Loan from 24th January, 2025 to 26th May, 2026 will be for 16 months.

Defendant paid only N1,000,000.00.

The claimant claims only N5,000,000.00 to keep it within the monetary jurisdiction of the small claims Court, which the Court concedes to and hereby awards same to wit; N5,000,000.00 to the claimant. Hearing notice and ordinary summons served on the defendant.

Issue for determination

Whether the defendant is liable to the claimant?

COURT

Documentary evidence being the best form of evidence, this Court thus relies on all the exhibits tendered by the claimant in proof of his claims against the defendant.

The defendant was served with the ordinary summons personally and with hearing notices but failed to appear before this Court, was thus foreclosed from defending this suit.

The absence of the defendant connotes admission of the claims of the claimant. The defendant is in breach of the contract as contained in the loan agreement.

The Court is allowed to act on the unchallenged evidence of the claimant; see Isaac Omoregbe vs. D. Lawani (1980) 3 -4 SC 108 at 117.

Unchallenged evidence is deemed admitted, See;

1. Efet vs. INEC (2011) 7 NWLR (Pt. 1247) 423.
2. Consolidated Resources Ltd. vs. Abofan Ventures Nig. Ltd. (2007) 6 NWLR (pt. 1030) 221.

The defendant will have to pay the claimant for the interest accrued on the loan sum, in SPDC vs. Nnabueze (2014) FWLR (pt. 724) pg. 11, the Court held that damages arising from the breach of contract i.e. not paying the plaintiff on time, is the interest on the amount due to place the plaintiff on the financial strength he ought to be if the money was paid as at when due.

Articles 6 and 8 of the Small Claims Court Practice Direction 2023 empowers the Court to enter judgment for the claimant against the defendant due to the nonappearance of the defendant, see also Okeobar vs. Police Council (2003) 12 NWLR (pt. 8340) 444.

Accordingly, judgment is hereby entered for the claimant against the defendant as follows;

1. That The defendant shall pay to the claimant the sum of N5,000,000.00 (Five Million Naira) only, being outstanding indebtedness arising from the loan transaction between the parties entered into on the 24th of January, 2025.

2. That this order be effected forthwith.

This is the judgment of the Court.

MRS. BARIYAAH. H. ABE
Chief Magistrate
26th May, 2026.

RIVERS STATE JUDICIARY
CASH OFFICE
RECEIVED
SIGN:
DATE: 7/7/26
SMALL CLAIMS COURT REGISTRY, RUMUODUMAYA