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

PMC/SCC/86/2025

BETWEEN
MR NWOKE UFERE ---- **CLAIMANT**
AND
ZENITH BANK PLC ------- **DEFENDANT**

JUDGMENT

This suit was instituted via a summons of this court filed on 02-05-25, wherein the Claimant claims against the Defendant is for:

I. The sum of ₦16,942.64 (Sixteen Thousand Nine Hundred and Forty-Two Naira Sixty-Four Kobo) only being and representing the money paid by the claimant to an online learning organization through the Defendants online banking platform.

II. ₦1,500,000.00 (One Million Five Hundred Thousand Naira) as cost.

In prove of his claim the claimant called a sole witness CW1 and relied on Exhibits "A" to "H". The defendant also called a sole witness, DW1 but did not rely on any document, however in cause of Evidence of DW1, the DW1 identified Exhibit "C" as the statement of account of the claimant. At the close of their respective evidence in chief, the witnesses were cross examined. The matter was adjourned for adoption of final written addresses and on 10-12-25 the counsels adopted their respective final written addresses with both counsels praying the court to uphold their respective cases.

The summery of the facts of this case is that sometime on 29-6-24, that claimant made payment for the certificate of an online cause he had just completed and transferred the sum of ₦16,942.64 (Sixteen Thousand Nine Hundred and Forty-Two Naira Sixty Four Kobo) , through the defendants online platform but the said transaction failed as the sum transferred did not get to the intended recipient being one Alison Digital Organization but that the claimants account was debited with the sum of ₦16,942.64 (Sixteen Thousand Nine Hundred and Forty Two Naira Sixty Four Kobo) , that upon noticing the said failed transaction he applied online to the defendant for refund of the said sum, that the defendant acknowledged the claimants complaint in an email sent to the claimant. That the defendant did not refund the money and after several demands the defendant replied via an email that the transaction was successful, but the said Alison Digital Organization denied receiving any money from the claimant, that the claimant reached out to Google Super Team to verify the whereabouts of his money and that the report from the team stated clearly that the sum of ₦16,942.64 (Sixteen Thousand Nine Hundred and Forty Two Naira Sixty Four Kobo) which was debited from account was returned back to the defendants account on the same 29-06-24., that the claimant still demanded his money from the defendant in reaction the defendant promised to launch an investigation into the matter but is yet to get back to the claimant or refund the money debited from the claimant despite several demands from the claimant to the defendant. Hence this suit.

The Defendant on its part denied liability of all the claimants claims and insists that the transaction was successful as the money was transferred to Allison Digital Organization.

Gleaning from the issues raised by the counsels in their respective final written addresses this court shall also raise a lone issue for determination to wit:

"Whether the claimant has proved his case and thus entitled to the grant of the reliefs sought in this case?

The law is that in civil cases such as this the claimant only has to prove his case on a preponderance of evidence which is the standard required by law. see the case of **F B N PLC V YERIMA (2020) 8 NWLR (Pt 1725)**

The Claimant's principal claim before this court is for the sum of N16,942.64 (Sixteen Thousand Nine Hundred and Forty-Two Naira Sixty-Four Kobo) only being and representing the money debited from the claimants account with the defendant.

The defendant denies the claims of the claimant.

The burden of proof in civil cases has two distinct facets, the first is the burden of proof as a matter of law and the pleadings, normally termed as "the legal burden of proof". The second is the burden of proof in the sense of adducing evidence usually described as the "evidential burden of proof" (which is what we are concerned with in the circumstances of this case), while legal burden of proof is always static and never shifts, the evidential burden of proof shifts or oscillates consistently as the scale of evidence preponderates. See the case of **APOSTLE PETER EKWEOZOR & ORS V. REGISTERED TRUSTEES OF THE SAVIOR APOSTOLIC CHURCH OF NIGERIA (2020) LPLER – 49568** (SC) relating the above to the instant case the claimant has stated his case and the defendant vehemently denies same, the burden of proof still shifts back to the claimant as the law is that he who alleges the existence of any fact must prove same. see **AMADI V. AMADI (2017) 7 NWLR (PART 1563) S.C.**

The contention in this suit is as to whether the sum claimed in the principal claim of the claimant before this court was indeed debited from the claimants account by the defendant, did not get to the intended recipient who is Alisons Digital Organization and was not reversed back to the claimant.

The CW1 in support of this assertion did testify before this court on 16-10-25 that the said Alison Digital Organization informed the claimant via an email that it did not receive the sum of ₦16,942.64 (Sixteen Thousand Nine Hundred and Forty-Two Naira Sixty-Four Kobo) and relied on Exhibit A1.

This court has the duty to look at and it's bound by its records of proceedings on any matter before it and takes notice of their contents in arriving at a just decision. See: **AGBAREH V. MIMRA (2008) 2 NWLR (PT. 1071, 378)** (SC).

I have carefully considered Exhibit A1, besides the fact that the maker of Exhibit A1 was not called to testify and be cross examined in this suit, the response by Alison Digital Organization in Exhibit A1 to the query of the claimant is that "I shared a screenshot that confirms we did not receive your payment.... we are unable to provide specific details regarding the status of the payment. We recommend that you reach out to google directly, as they are responsible for the refund and any further actions"

I find that this response by Alisons Digital Organization is inconclusive and did not indict the defendant by way of clearly revealing whether or not the said Alison indeed received funds from the claimant through

the defendants online banking platform, cross examination of someone from Alisons would have helped this case in this regard.

The defendant in its defence relied on Exhibit "C" tendered by the claimant, the law allows the opposing party (the defendant) to take advantage of the evidence of the opposing party (claimant) that supports his case to strengthen his own case as long as the evidence corroborates his case.
This is the situation that the defendant is in this case. See the case of **UMAR V GEIDAM (2019) 1 NWLR (Pt 1652)**
I have also considered Exhibit "C" before this court particularly the transaction of 29-06-24 which is in contention between the parties, I agree with learned senior counsel for the defendant that the narration in all of Exhibit " C" only shows that the said sum left the claimants account to the beneficiaries account, Furthermore , the claimant in his evidence before this court, particularly paragraph 11 of the claimants written witness deposition on oath filed on 4-7-25 where the CW1 stated " that I reached out to google support team to verify the whereabouts of the money. The google report stated clearly that the sum of ₦16,942.64 (Sixteen Thousand Nine Hundred and Forty-Two Naira Sixty-Four Kobo) which was debited from my account was refunded back to the Defendant on same 29-06-24."
I have painstakingly gone through the exhibits before this court and I cannot find any such google report, however, the closest document concerning google is Exhibit "E" captioned "Dispute Reversal Request" I also read through this document and as the name implies it's a request to google by the claimant and not a report by google. The said documents Exhibits "A1" and "E" speak for themselves.

I have carefully considered the evidence of the witnesses, the exhibits they relied on and their answers under the fire of cross examination by opposing party.
I find it irresistible to conclude that in all that is before this court, the evidence of the CW1 has not been able to establish any liability against the defendant with respect to the principal claim of the claimant before this court. That there is nothing before this court to proof on a preponderance of evidence that the said sum of ₦16,942.64 (Sixteen Thousand Nine Hundred and Forty-Two Naira Sixty-Four Kobo) was reversed back to the defendants account accordingly the principal claim of the claimant fails.

The principal claim of the claimant haven failed the ancillary claim for cost of this litigation also fails
In the circumstance I agree with the defendant counsel that the defendant is not liable to the claim of the claimant.
Accordingly, it is adjudged that the claim of the claimant fails in its entirety and same is dismissed.

I make no order as to cost

Dated this 21st. day of January, 2026

THE JUDICIARY
W.C.BISIKE, C.ARUGE ESQ
SIGN
DATE 21/1/26

Signed:
S. S. IBANICHUKA, ESQ.
(Senior Magistrate Grade 1)
21/01/2026.

SAMUEL S. IBANICHUKA, ESQ.
(SENIOR MAGISTRATE)
SIGN DATE: 21/1/26