

**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/411/2025**

**BETWEEN**

**AKPOVINE IDAMA OTUGHWOR** -----

**CLAIMANT**

**AND**

**1. AUTO LOVE NG (7955334)** -----

**DEFENDANTS**

**2. VICTOR - OMON DANIEL EROMOSEL**

**JUDGMENT**

This suit was instituted by the claimant via summons of this court as in forms RSSC 2 and 3 of the court filed on 21-10-25, wherein the Claimant claims against the Defendants is for:

I. The sum of ₦200,000.00 (Two Hundred Thousand Naira) only being and representing money owed to the claimant by the defendants for failure of the defendants to render auto tint services to the claimant.

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

In proof of his case the claimant testified as the sole witness (CW1) and tendered Exhibits "A" to "E" respectively. The Defendants did not cross examine CW1 neither did the defendants defend this suit.

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

The summery of the facts of this case from the claimants perspective is that the defendants via an online advertisement displayed that they offered services for ceramic car window auto tint services and the claimant agreed to utilize the said service, consequently the claimant paid ₦200,000.00 (Two Hundred Thousand Naira) only to the defendants for the said service but the defendants failed to render the service despite several demands by the claimant to the defendants 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" to "E". The defendants 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 Defendants are 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 Defendants and I find that the claim of the claimant has merit, same succeeds and it is hereby adjudged as follows, that the claimant is entitled to:

I. The sum of ₦200,000.00 (Two Hundred Thousand Naira) only being and representing money owed to the claimant by the defendants for breach of contract.

II. Cost is fixed at ₦200,00. (Two Hundred Thousand Naira)

I make no further orders.

Dated this 19<sup>th</sup> day of January, 2026

SAMUEL S. IBANICHUKA, ESQ.  
(SENIOR MAGISTRATE)  
SIGN: *[Signature]* DATE: 19/01/26

Signed:

S. S. IBANICHUKA, ESQ.

Senior Magistrate Grade 1.

19/01/26.

