

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

CLAIM NO: PMC/SCC/462/2025

BETWEEN

CREDITVILLE NIGERIA LIMITED

CLAIMANT

AND

BABATUNDE ABIOLA OLAOLUWA

DEFENDANT

Parties are absent

Appearances- Samuel O. Amadi appears for the Defendant.

JUDGEMENT

The Claimant took out this Summons and is praying the Court for:

- The Sum of N4,166.163.43 as balance of unpaid loan.

As was shown in the annexure to the affidavit of service, the Defendant was served on the 24/09/2025, electronically. On the 02/10/2025, S.J. Ekwebelem the Claimant's counsel on behalf of the Defendant, made a plea of not liable and hearing commenced. The Claimant called in one witness, tendered five exhibits and closed its case on the 20/10/2025.

The Defendant was served a hearing notice but he neither showed up nor was he represented throughout the proceedings.

The Claimant relinquished its right to file a final written address.

THE CLAIM

Samuel Anaetochukwu the Recovery Officer of the Claimant testified as the CW1, that: the Defendant was a customer of the Claimant; in 2021, the Defendant applied for a loan of N2,500,000 and after verification of her documents, Defendant was granted the loan and parties agreed that it is on an interest of 5.5% reducing balance monthly; the loan tenure is for 18 months which is 30th August 2021 – 30th January 2023; the total sum to be repaid by the Defendant is N3,991,932.20 and broken down to N221,774.02, monthly; the Defendant has paid a total of N1,093,323; the Defendant has not paid up.

This Court has been called upon to determine whether the Claimant is entitled to judgement.

The burden of proving entitlement to judgement in civil cases rests solely on the Claimant as it will fail should no other evidence be given on the other side.

In **DICKSON v. IJALAYE (2025) LPELR-80588(SC)**, the Court held that:

"It is a settled principle of law that in a civil case, the burden of proof lies on the person who desires the Court to give judgment as to any legal right or liability which depends on facts which he asserts to prove that those facts exist. It is also settled that the burden of proof in a particular proceeding lies on the person who would fail if no further evidence is given on either side. See Sections 131 and 132 of the Evidence Act, 2011. The burden of first proving the existence or nonexistence of a particular fact lies on the party against whom the judgment of the Court would be given if no evidence were produced on either side, regard being had to any presumption that may arise on the pleadings. Where a party adduces sufficient evidence to satisfy the Court that the fact sought to be proved is established, the burden shifts to the person against whom judgment would be given if no further evidence were adduced. The burden of proof would then continue to shift until all the issues in the pleadings have been dealt with. See Section 133 of the Evidence Act." Per **MOHAMMED BABA IDRIS, JSC (Pp 26 - 27 Paras D - C)**

It follows therefore that the Claimant has a bounden duty to discharge the burden placed on it, in law.

As has been led in evidence, the Defendant was advanced a loan sequel to its application in exhibit C1. Exhibit C1 is an application by the Defendant dated 10/08/2021. Consequent upon that, exhibit C5A-C being an offer and acceptance was made.

The Claimant further led evidence that the contract was to run for 18 months, viz- 30/08/2021-30/01/2023 and what was advanced to the Defendant was the sum of N2,500,000. The Defendant accepted that offer as he appended his signature thereto.

In **DIKIO & ORS v. NSITF MANAGEMENT BOARD & ORS (2025) LPELR-81322(SC)**, the Court posited, thus:

"There are five ingredients that must be present in a valid contract. They are offer, acceptance, consideration, intention to create legal relationship and capacity to contract. All these five ingredients are essential, and a valid contract cannot be formed if any of them is absent. See ORIENT BANK (NIG) LTD. v. BILANTE INTERNATIONAL LTD (1997) NWLR Pt. 515 Pg. 37, ENEMCHUKWU v. OKOYE & ANOR (2016) LPELR-40027(CA), BEST NIGERIA LTD v. BLACKWOOD HODGE NIG. LTD (2011) LPELR-776 (SC), UNION BANK v. SAX NIG. LTD (1994) 8 NWLR Pt. 361 Pg. 168." Per **HELEN MORONKEJI OGUNWUMIJU, JSC (Pp 49 - 49 Paras B - E)**.

A cursory look at the facts as laid out by the Claimant reveals that the elements of a valid contract are present in the instant case.

Having entered into a contract, rights and obligations are set forth in exhibit C5.

In Exhibit C4, the repayment schedule of the Defendant is housed. A careful computation of the figures therein reveals that the Defendant has only made part payment of the sum of N1,093,323.39, only. That is clearly not the agreement of parties, who are bound by their agreement.

The Defendant is thus clearly in breach of the agreement entered into between parties, as he has neglected, refused or incapacitated himself from performing the duty placed on him, after deriving the benefits, therefrom.

Having breached the agreement he willfully entered into, the Claimant is entitled to recoup its funds.

As is provided for in the Practice Directions of this Court, the Claimant caused to be served on the Defendant, a letter of demand as in FORM RSSC1, electronically.

The Defendant's loud silence to the contents of the demand letter is deafening.

The Defendant did not reply nor dispute its contents, which the Court shall deem as an admission.

Worthy of mention is the fact that besides being served the originating processes, including the letter of demand, the Defendant neither defended nor represented in a manner authorised by law. The burden of proof placed on the Claimant is to be discharged on a balance of probabilities and preponderance of evidence. However, where as in the instant case the Defendant did not defend, the burden is to be discharged on a minimal proof.

This Court finds credible and cogent, the evidence as led by the Claimant, as the Claimant has discharged the burden placed on it, on a preponderance of evidence. I so hold.

Judgement be and is hereby entered for the Claimant. It is accordingly ordered that:

- The Defendant pay to the Claimant the sum of N4,166.163.43 as balance of unpaid loan.

This order is to be complied with, not later than 14 days (inclusive of Saturdays and Sundays) from the date of this judgement.

SIGNED

ANUGBUM, OBIARERI. N, ESQ.

CHIEF MAGISTRATE I

SMALL CLAIMS COURT III

30th October, 2025

