

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

SUIT NO: PMC/SCC/200/2025

BETWEEN

MRS. FLORENCE SUNDAY UWANA

CLAIMANT

AND

**RISSKOUT COUNSULT
MR. JUSTICE TOOJAH IYIEGBI**

DEFENDANTS

PARTIES: All Absent

APPEARANCES: Patrick Micheal for the Claimant. No Legal representation for the Defendant

JUDGMENT

The Claimant brought this action via an Ordinary Summons against the Defendant on the 5th day of May, 2025, claiming the reliefs below:

Debt/Amount Claimed - N1,100,000.00
Fees - None
Costs - N100,000.00
Total - N1,200,000.00

Upon the filing of the matter in Court, an Ordinary Summons attached with the Complaint Form and Claim was served via pasting as ordered by Court on the Defendants' gate at Suit F3, Stice Plaza, KM 17, Airport Road, Rukpokwu, Port Harcourt, on the 24th day of June, 2025 at 4pm. The Affidavit of Service is also before the Court. The Defendants were absent and not represented in court on the 02/07/2025 when the matter came up for plea and hearing. On the said date, the Claimant's counsel, Barr. Patrick Micheal applied to change the name of the Claimant's brother that was mistakenly stated on page two of the Summons to read Mr. Inio Obong Sunday Alexandria and not Valentine Alphonsus Uzoma and same was granted. Upon confirmation of service of the Originating processes on the Defendants, a plea of not liable was entered for the absent Defendants and evidence of Claimant's witness one (CW1) taken.

Mrs. Florence Unwanna, testified under oath on the aforesaid date of 02/07/025 as CW1. He tendered Three (3) Exhibits that were admitted and marked as follows: The United Bank for Africa statement of account of Mr. Sunday Florence Unwanna, with the date of October 16th, 2023 to October 30th, 2023, with account number 2050816600 as Exhibit A; the Opay Digital Trasaction receipt of payment to Valentine Alphonsus Uzoma with Zenith Bank account number 2084475682 in the sum of N400,000.00 (Four Hundred Thousand Naira), with the date of October 10, 2024, as Exhibit B and the UBA Transaction receipt in the sum of N1,500,053.00 (One Million Five Hundred Thousand Fifty Five Naira Seven Nine Kobo), dated 2023/10/16 and with the ordering customer as Sunday Florence Unwanna, beneficiary as RISKOUT with Zenith Account number 1016165529, as Exhibit C.

The brief unchallenged evidence of the Claimant CW1 as stated in his Deposition dated 02/07/2025 is that he engaged the services of the 2nd Defendant, who presented himself as someone who is into the business of facilitating the movement of people from one country to another. That when the 2nd Defendant was introduced to her by her husband, she inquired from

the sum of One Million Five Hundred Thousand Naira from her UBA account to the 1st Defendant's account number 1016165529, domiciled with Zenith Bank, sometime in October, 2023, for the facilitation of her brother's move from Qatar to Europe. That the 2nd Defendant failed to facilitate the migration of her brother from Qatar to Europe as promised and upon his failure to do so, refunded only the sum of Four Hundred Thousand Naira through one Valentine Alphonsus Uzoma's Zenith Bank account sometime in October, 2024 and has refused to refund the balance sum of One Million One Hundred Thousand Naira till date, despite repeated demands. That they are in court to recover the said sum from the Defendants. That was her evidence and matter adjourned for cross-examination.

The Defendants were absent and not represented in court on the 22/07/2025 when the matter came up for cross-examination and they were foreclosed from cross-examining the CW1 and the CW1 was discharged and matter adjourned for the evidence of the CW1. The Claimant's counsel informed Court on the 10/09/2025 that they no longer wish to call a second witness and were relying on only the evidence of the CW1 and urged the court to adjourn the matter for defence. The Defendants were still absent in court on the 21/10/2025 when the matter came up for defence, despite being served with the Summons and the hearing notice as ordered and were foreclosed from defending the suit. The Claimant's Counsel Patrick Micheal, thereafter applied to waive his right to filing of final written address since the matter was undefended and urged the court to grant the Claimant's relief on the strength of the evidence already led and same was granted and judgment reserved.

From the above, the only issue that calls for determination is whether the Claimant has been able to prove its case on the preponderance of evidence and on the balance of probabilities to be entitled to the relief sought.

Now, in civil cases, the burden of first proving existence or non-existence of a fact lies on the party against whom the judgment of the court would be given if no evidence were produced on either side, regard been had to any presumption that may arise on the pleadings. See Section 133 (1) and (2) of the Evidence Act, 2011 (as amended). See also *Mrs. Funmilayo Mubo Adeniran & ORS V. Mr. Sikiru Adio & Anor* (2024) 16 NWLR (Pt. 1964) pg. 351, (SC). As stated above, the only claim of the Claimant is for payment in the sum of N1,100,000.00 (One Million One Hundred Thousand Naira), being and representing the outstanding balance or indebtedness of the Defendants to the Claimant for the sum of N1,500,053.00 (One Million Five Hundred Thousand Fifty Five Naira Seven Nine Kobo), paid to the 1st Defendant's RISKOUT account number 1016165529 domiciled with Zenith Bank (Exhibit C), being the sum paid by the Claimant to the Defendants for the facilitation of the failed migration transaction, which the Defendants have refused to refund or pay back despite repeated demands. The law is now settled that a cause of action in a suit for recovery of debt accrues when a debtor fails to pay his debt after a demand to pay has been made. See *Akinsola & Anor. V Eyinnaya* (2022) LPELR-57284 (CA). See also **Article 2 (1) (d) of the Rivers State Small Claims Court Practice Direction, 2024**, which makes the service or issuance of demand letter a condition precedent to the commencement of an action against the Defendant.

In the instant case, there is before the court Form RSSC1, the letter of demand, dated 22nd of April, 2025 which was served on the Defendants' Lead consultant, Justice Iyiegbu on the 25/04/2025, showing that a formal demand for the refund of the said sum of One Million One Hundred Thousand Naira (N1,100,000.00) was made and same served on the Defendant, thereby satisfying the condition precedent for the commencement of this suit. From the various Exhibits before the court especially in view of Exhibits A, B and C, it is very clear and not in dispute that the sum of N1,500,053.00 (One Million Five Hundred Thousand Fifty Five Naira Seven Nine Kobo), paid to the 1st Defendant's RISKOUT account number 1016165529 domiciled with Zenith Bank as capture on Exhibit C. It is also not in dispute that the Defendants refunded the sum of N400,000.00 (Four Hundred Thousand Naira) to the Claimant for the incomplete migration transaction, remaining a balance of N1,100,000.00 (One Million One Hundred Thousand Naira), which the Defendants have refused to pay or refund to the Claimant despite repeated demands.

The 2nd Defendant presented himself as a migration expert, which offer was accepted by the Claimant and in consideration thereof, the Claimant paid the sum of One Million Five Hundred Thousand Naira for the said offer, thereby showing the intention to create a binding legal contract

between the parties. The law is trite that where parties have entered into a contract or an agreement, they are bound by the provisions of the contract or agreement. This is because a party cannot ordinarily resile from a contract or agreement just because he later found that the conditions of the contract or agreement are not favourable to him. See *Arjay Ltd & Ors V. A.M.S Ltd* (2003) LPELR-555 (SC). This is the whole essence of the doctrine of sanctity of contract.

The 2nd Defendant, having breached or vitiated the contract by unilaterally resiling from the contract through their act of non-performance, has a moral duty to refund or pay back to the Claimant the outstanding balance sum of N1,100,000.00 (One Million One Hundred Thousand Naira). There is no evidence before the court showing or suggesting that the Defendants have refunded the said sum till date. The Defendants therefore, having not denied or challenged the above evidence of the CW1 with any credible evidence, is deemed to have admitted same and the law is trite that facts not challenged or controverted are deemed admitted and the court can act on same. See *NACEN V. BAP* (2011) 11 NWLR (Pt 1257) pg 193. Consequently and in the absence of any credible evidence to the contrary, this court is therefore left with no option than to rely on the uncontroverted evidence of the Claimant.

The law is trite that Courts exists to do substantial justice to parties before it and works with credible evidence and it is the court's view therefore that the Claimant has been able to prove his case with credible evidence and on the preponderance of evidence to be entitled to the relief sought. Premise on the above, the Claimant is therefore entitled to the refund of the outstanding sum of N1,100,000.00 (One Million One Hundred Thousand Naira), together with cost of N50,000.00 (Fifty Thousand Naira) only and I so hold.

Accordingly, it is hereby ordered that;

The Defendants shall refund the Claimant the balance sum of N1,100,000.00 (One Million One Hundred Thousand Naira) only, being and as representing the outstanding indebtedness of the Defendants to the Claimant.

That cost of Fifty Thousand Naira is hereby awarded in favour of the Claimant and against the Defendants.

This is the Judgment of this court. I make no further Orders.



Dated this 31st day of October , 2025

LEZIGA C. MITEE (MRS)
CHIEF MAGISTRATE I, MAGISTRATE COURT 12

