

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/68/2026

BETWEEN

FANEL MULTILINK SERVICE LTD

CLAIMANT

AND

LION DYNASTY MULTIGLOBAL

DEFENDANT

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 16-02-26, wherein the Claimant claims against the Defendant is for:

- I. The sum of N1000,000.00 (One Million Naira) only being and representing money owed to the claimant by the defendant for services the claimant rendered to the defendant
- II. ₦, 000,000.00 (One Million Naira) as court fees
- III. ₦50,000.00 (Fifty Thousand Naira) as cost.

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

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

The summary of the facts of this case from the claimants perspective is that the CW1 is the managing director of the claimant, that the defendant contacted the claimant for purposes of helping defendants client to process a work visa to kuwait, that parties agreed for the sum of ₦3,800,000.00 (Three Million Eight Hundred Thousand Naira) and a payment structure was agreed upon. That on the 7th of July, 2025 the said work visa to kuwait was issued to the defendants client and confirmed by the defendant. That despite the successful issuance of the said visa the defendant refused to pay the claimant the agreed sum. That in cause of further perfecting the travel documents of the defendants client the claimant incurred some expenses and perfected the said travel and now the defendant is indebted to the claimant in the sum of ₦1000,000.00 (One Million Naira).

That despite several demands for the sum of ₦1000,000.00 (One Million Naira) from the defendant by the claimant, the defendant has refused to pay the claimant, 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 CWI relied on Exhibits "A" to "H". The defendant 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 Defendant is 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 Defendant and I find that the claim of the claimant has merit except for the claim of ₦1,000,000.00 (One Million Naira) as court fees as the claimant did not put anything before this court in prove of same.

it is hereby adjudged as follows, that the claimant is entitled against the defendant in the sum of:
I. ₦1000,000.00 (One Million Naira) only being and representing money owed to the claimant by the defendant for breach of contract.

II. Cost is fixed at ₦20,000.00 (Twenty Thousand Naira)

I make no further orders.

Dated this 30th day of March, 2026

Signed: 
S. S. IBANICHUKA, ESQ.
Senior Magistrate Grade 1.
30/03/26.

