

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
HOLDEN AT SMALL CLAIM'S COURT 6 PORT HARCOURT

PMC/SCC/611/2025

NEW TOMORROW CREDIT AND FINANCE LTD

--- **CLAIMANT**

AND

1. ISICHEI GIFT OZIOKO
2. GRACE JAMES UDOH
3. ANN NGOZI EZIMAH

----- **DEFENDANTS**

JUDGEMENT

The Claimant instituted this action against the Defendants via forms RSSC 2 and 3 of this court filed on 22/09/2025 claiming for the following:

- i. The sum of **₦ 303,000.00 (Three Hundred and Three Thousand Naira)** only being and representing unpaid loan and interest collected by the defendants from the claimant.
- ii. **₦200,000.00 (Two Hundred Thousand) as courts fee**
- iii. **₦200,000.00 (Two Hundred Thousand) as cost**

The claimant is represented by its account officer and in proof of its case, the Claimant called a sole witness (CW1) and relied on Exhibit's A and B respectively. The Defendants did not file Form RSSC 5 in defence of the claim of the claimant. The defendants were foreclosed from cross examining the CW1 and subsequently foreclosed from defending this suit or to field any witness despite several adjournments on grounds of settlement out of court.

The facts of this case are that, the Claimant is a registered credit financing company, that by a handwritten letter signed by the 1st defendant, the 1st defendant applied for a loan of **₦500,000.00 (Five Hundred Thousand Naira)** from the claimant. That the loan was advanced to the 1st defendant on an interest rate of 4% , that the said loan and interest on it was to run for a period of six months, that for the 1st defendant to be advanced the loan the 2nd and the 3rd defendants signed as her guarantors, that in the event of failure of the 1st defendant to repay the loan, the 2nd and 3rd defendants should be held responsible. That as at today the defendants still owe the claimant the sum of **₦ 303,000.00 (Three Hundred and Three Thousand Naira)**, that the defendants have refused to pay the said outstanding loan sum and interest, despite several demands by the Claimant hence this suit,

The sole issue for determination in this case is ***"Whether the Claimant has placed enough materials before the court for the court to grant the claimants 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, in such circumstances the Defendant is deemed to have admitted the claims of the Claimant and in deserving cases the claimant will be entitled to his claim. See: **Section 123 of the Evidence (Amendment) Act 2023** and the

The claimant relied on Exhibit's A and B being the hand written loan application and the agreement form in proof of the fact that the 1st Defendant entered the said loan agreement with the claimant and that the 2nd and 3rd Defendants guaranteed the repayment of the loan and interest by the 1st defendant but the defendants have failed to repay the balance of the loan and interest.

I have carefully considered the evidence adduced by the claimant in support of its claims before this court without any defence entered in this case by the defendants,

I have no challenge in holding that the Claimant has proved its claim before this court on the standard required by law being on a preponderance of evidence only to the extent which the claimant has been able to prove same and not merely as per the claim of the claimant in form RSSC 3 of this court. While the principal claim of the claimant has been proved, claims 2 and 3 being claims for court fees and cost of this litigation were not sufficiently proved before this court as the claimant did not place anything before this court in proof of same. Claims 2 and 3 are accordingly refused.

In the circumstance, it is adjudged as follows: -

I. That the claimant is entitled against all the defendants jointly and severally in the sum of **N 303,000.00 (Three Hundred and Three Thousand Naira)** only being and representing balance of the principal sum and interest of the loan sum owed to the Claimant by the Defendants.

II. Cost is fixed at **N-50,000.00 (Fifty Thousand Naira)** only in favour the claimant.

Dated this 29th day of January, 2026

Signed:

SAMUEL S. IBANICHUKA, ESQ.

Senior Magistrate Grade 1

29/01/2026.

SAMUEL S. IBANICHUKA, ESQ.
(SENIOR MAGISTRATE)
SIGN: *[Signature]* DATE: 29/01/2026

