

IN THE MAGISTRATES' COURT OF RIVERS STATE OF NIGERIA
IN THE PORT HARCOURT MAGISTERIAL DISTRICT
HOLDEN AT SMALL CLAIMS COURT 2, PORT HARCOURT
BEFORE HIS WORSHIP COLLINS G. ALI ESQ.,¹ TODAY THURSDAY, THE
10TH DAY OF JULY, 2023.

SUIT NO. :PMC/SCC/65/2023.

BETWEEN:

ELDER CHIDI EZIKE AMADI

CLAIMANT

AND

MRS. OLUCHI OTU

DEFENDANT

Case called.

Parties present.

CONSENT JUDGMENT

The Claimant commenced this case against the Defendant on the 7th June 2023 for the recovery of unremitted hire purchase money in respect of a Toyota Hiace Bus given to the Defendant on hire purchase agreement for a monthly return of ₦35,000.00 only. Wherefore the Claimant claims as per his claim attached to the summons as follows:-

1. Unremitted Amount	- ₦1,016,500.00
2. Damages and cost of litigation	- ₦3,483,500.00
Total	= ₦4,500,000.00

The Defendant was served with the claim and summons by substituted means on the 23rd June 2023 and she filed an admission FORM RSSC 5 on the 30th June 2023 wherein she admitted owing the Claimant the sum of ₦738,500.00 only and asked for permission to pay the sum with costs on 30th December 2023. The Defendant insisted that she has paid the Claimant more than the amount he disclosed and that the subject matter of their hire purchase transaction which is a bus is faulty right now; and she has spent so much to fix it.

¹ LL B, LL M, BL, A. IDRI, Chief Magistrate Grade I, and the Presiding Magistrate, Small Claims Court 02, Port Harcourt, Rivers State.

Plea of not liable was entered for the Defendant and the case proceeded to pre-trial. On the 3rd July 2023 during pre-trial, the parties agreed that all payments so far made in the hire purchase agreement are contained in the Claimant's FCMB Statement of Account from 1st January 2020 to 31st May 2023 which the Claimant presented to the Court. The parties also agreed that the Court should reconcile the differences arising from their diverse claims based on the payments reflected in the statements of account and documents submitted to the Court and enter judgment accordingly. It was on this premise, that the case was adjourned for Judgment.

Whilst, the Claimant pegged his outstanding unremitted sum at ₦1,016,500.00, the Defendant insisted that the outstanding unremitted some is ₦738,500.00 inclusive of the sum of ₦132,500.00 which she borrowed the Claimant. In the document submitted to the Court by the Claimant, he indicated that he is owing the Defendant the sum of ₦50,000.00 and ₦82,500.00 respectively.

Consequent upon the above, a thorough review of the Hire Purchase Agreement documents, other documents submitted by the parties and payments contained in the Claimant's FCMB Statements of account from the 1st January 2020 to 31st May 2023 was undertaken by the Court whereupon certain discoveries were made as follows:

1. The agreed hire purchase price was ₦3,000,000.00 only.
2. The sum of ₦302,000.00 was discounted from the ₦3,000,000.00 for the repair of the bus by the Defendant.
3. The Defendant was to pay the remaining sum of ₦2,698,000.00 on a monthly installment of ₦35,000.00 only.
4. Part of the statement of account where the Defendant paid ₦35,000.00 on the 14th June 2022 was cutt off.
5. Some payments made by the Defendant were not captured during the Police Station payments reconciliation.
6. The Defendant inflated the figure of some payments made on 26/05/2020, 04/09/2020, 11/09/2020, 05/11/2020, 11/11/2020, 19/11/2020, 24/11/2020, 29/12/2020, and under captured the figure in the payment made on

14/11/2020; while the some other payments were either not captured or non existent.

At the end of the review, I found that the Defendant repaid a total of ₦1,696,500.00 through bank transfers. It was also discovered that the Claimant is owing the Defendant the sum of ₦132,500.00 for which the Defendant can exercise her right of set off. Therefore, a deduction of a total sum of ₦1,829,000.00 paid by the Defendant from the Hire Purchase price of ₦2,698,000.00 will leave a balance of ₦869,000.00 only.

Accordingly, consent judgment is hereby entered for the parties as follows:

1. The Defendant is hereby ordered to pay the sum of ₦869,000.00 (Eight Hundred and Sixty-Nine Thousand Naira) only to the Claimant forthwith.
2. The Defendant is also ordered to pay the sum of ₦100,000.00 (One Hundred Thousand Naira) only as cost to the Claimant forthwith.
3. It is further ordered that the Claimant shall handover the original particulars of the Toyota Hiace Bus with Registration Number **BDG379XW**; and Chasis Number **CBFTRH200V0314933** to the Defendant upon payment of the judgment sum herein.
4. It is adjudged that the original particulars of the Toyota Hiace Bus with Registration Number **BDG379XW**; and Chasis Number **CBFTRH200V0314933** already deposited in Court by the Claimant shall be released to the Defendant upon full payment of the judgment sum.



C. G. Ali Esq.
Chief Magistrate Grade 1
10/07/2023

LEGAL REPRESENTATION

1. Claimant not represented by Counsel.
2. B. I. O. Egwu Esq. for the Defendant.

