

IN THE MAGISTRATES' COURT OF RIVERS STATE
IN THE PORT HARCOURT MAGISTERIAL DISTRICT
HOLDEN AT PORTHARCOURT BEFORE HIS WORSHIP. G.C.AMADI ESQ.
SITTING AT SMALL CLAIMS COURT 1, ON THE 13TH OF NOVEMBER 2024

SUIT NO. PMC /SCC/262/2024

1. OPISERVE GLOBAL LTD
2. OMODI OKECHUKWU

}

CLAIMANTS

AND

MR.NDUBUISI AKUDA WEBER

}

DEFENDANT

JUDGMENT

This is the final judgment in this suit wherein the small claim before the court, dated and filed on the 23rd of October, 2024 is for:

1. An order of this Court compelling the defendant to pay the Claimants, the sum of N5,000,000 representing principal and interest

In proof of their case, the Claimant called one witness and the defendant never appeared in this matter.

On the 19th, October, 2024, an application to enter plea of not liable for the Defendant was granted and the matter was set down for hearing.

On the 4th November, 2024, CW1, Mr. Richard Prosper, a staff of Opiserv testified as CW1 and stated he works for the Claimant as the operations manager, a registered limited liability company with the Corporate Affairs Commission and a registered money lender to give loan and charge interest from the loan. That the Defendant approached the Claimant for a loan on the 30th May 2022 for the loan of 1,300,000.00 (One million three hundred thousand naira) and the defendant was charged a 20% monthly interest and that a loan agreement was signed. That the interest has reached Twelve Million Naira which is above the monetary jurisdiction of this Court. That the defendant have refused to make any payment as interest or in the repayment of the loan, That the defendant have not been picking or taking his calls from the Claimant. That the claimant wrote the defendant a demand letter ,demanding for the payment of his money which is the sum of N12,000,000.00 , Twelve Million Naira but that the Claimant is only claiming the sum of N5 Million and abandoning the excess so that the Court can assume monetary jurisdiction in this matter.

In conclusion, the CWI stated that he wants the Court to grant his prayers as on the face of the claim before the Court which is to award the sum of N5 Million Naira within the jurisdiction of the Court.

The CWI identifies the Certificate of Incorporation, the 4th Schedule of the PawnBrokers License, the Form B of the Money Lenders regulation Form of certificate ,The 4th Schedule of the Pawn brokers Law, Certification of statement, Loan Agreement and demand for payment and they are admitted in evidence as Exhibits A, B, C, D, E, F and G respectively.

At the end of the evidence of CWI, in the light of the filed Affidavit of service dated the 1st of November, 2024 and affidavit of service before the Court dated 31st of October, 2024 , the defendant was foreclosed from cross examining the CWI and from defence and the matter was adjourned for judgment.

That said, I will proceed to consider the case of the parties in the light of the relevant laws. I have noted the essence of the claim have also taken cognizance of the evidence before the court. I have couched a lone issue for determination and that is: Whether the Claimant has discharged the burden of proving his claim before the Court.

Suffice is to say that before the court adjourned the matter for hearing and heard the matter, the court always satisfied itself that:

1. The processes have been duly served on the defendant
2. That the time before the date of service and the date of hearing was sufficient for the defendant to have appeared had he intended to do so.

It is also important to note at this point that none of the facts stated by the Claimant's witness above was controverted in evidence or denied by the defendant and so will be deemed by this court as admitted. The law is that facts admitted need not be proved by evidence. Please refer to the case of Ayoke V. Bello (1992)10 NWLR (Pt 218) pg 380 Ratio 2; O.A.A Cooperative Society Vs. NACP Ltd (1999) 2NWLR (Pt 590) Pg 234, Ratio 4 to the effect that what is not denied is deemed admitted and what is admitted need not be proved.

On the Claim for principal and interest, the Court will rely on the unchallenged evidence of CWI and the **Exhibits A-G** before the Court, that the defendant is owing him N5,000,000 as principal and interest.

On the undisputed and clear evidence before the court, the court hereby holds that the claimant has discharged the burden of proving that he is entitled to his claim before the Court.

IT IS THUS ADJUDGED that the Defendant to pay the Claimant, the sum of 5,000,000(Five Million Naira) representing principal and interest.

AND IT IS ORDERED that the defendant to pay the Claimant, the aforesaid sum of 5,000,000(Five Million Naira) representing principal and interest on or before the 25th November, 2024.

TAKE NOTICE –That if payment is not made as above ordered, a warrant or warrants may issue requiring an officer of the court to levy the sum above mentioned, to the Claimant together with further costs.



G.CHINYERE AMADI. ESQ.
CHIEF MAGISTRATE G.D.I