

**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/274/2023**

**HON WISDOM ODUM**  
**(TRADING UNDER THE NAME AND STYLE**  
**ADA-WIZZY GLOBAL RESOURCES NIG. LTD)**

**AND**

**MR MONDAY NWISENE**

**JUDGMENT**

The Claimant instituted this action against the Defendant via form RSSC 3 of this court filed on 20-12-23 claiming for the following:

- i. The sum of **₦150,000.00 (One Hundred and Fifty Thousand Naira)** only being and representing the principal sum and interest owed to the Claimant by the Defendant.
- ii. **₦20, 000.00 (Twenty Thousand Naira)** only representing cost of this litigation.

In proof of his case, the Claimant called a sole witness (CW 1) and relied on five Exhibits, Exhibit's A, A1 to A3, B, C and C1, to C4" respectively. The Defendant never appeared in this case and was never represented by counsel despite being served the originating processes in this suit and a hearing notice. The Claimant's counsel B F John - Williams closed her case and filed her final written address on the 12-03-24, the said final written address was also served on the Defendant and there is no reaction to same by the Defendant.

The facts of this case are that, the Claimant is a business man who trades under The name and Style of Ada-Wizzy Global Resources Nig. Ltd, that sometime on the 14/05/2021 the Defendant took a loan of **₦20,000.00 (Twenty Thousand Naira)** from the Claimant in which the agreed interest for the loan was 25% (percent) per month, that the Defendant paid the interest on the loan for the months of June, July, August, September and December, 2021, that from January, 2022 till date the Defendant has not paid interest on the loan and that the accumulated interest on the loan sum from 2021 to 2023 when this suit was filed now stands at **₦120,000.00 (One Hundred and Twenty Thousand Naira)**.

That despite several demands by the Claimant to the Defendant to repay the said principal loan sum and interest, the defendant has refused to pay 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 case of **CBN V. DINNEH (2010) 17 NWLR (PT. 1221) PAGE 125, 162 at paragraphs C-D.**

The Claimant relied on **Exhibits A, A1 to A3, B, C and C1 to C4** in proof of the fact that the Defendant owes him the sum of **₦150,000.00 (One Hundred and Fifty Thousand Naira)** only being and representing the principal sum of the loan and interest owed to the Claimant by the Defendant..

I have carefully considered the evidence adduced by the claimant in support of his principal relief being relief one in the summons (to which the Defendant did not oppose) and on the strength of the Exhibits and the evidence of the CW1 before this Court, I have no challenge in holding that the Claimant has proved his claim before this court as touching on prayer one according to the standard required by law.

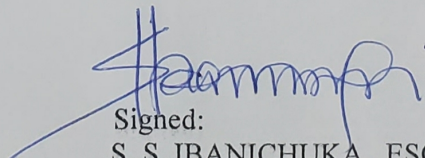
However, there is nothing before this court to prove relief two being a claim for cost of this suit. The burden of prove of such special claim rests on the claimant and the claimant has failed to discharge same in prove of reliefs two. See the cases of **IBANIPIO V. ONYIYANGO (2000) 6 NWLR (PT. 661) PAGE 497 at paragraph E.**

Accordingly it is adjudged as follows:-

A. That the claimant is entitled to the sum of **₦150, 000.00 (One Hundred and Fifty Thousand Naira)** only being and representing the principal sum and interest owed to the Claimant by the Defendant.

I make no further orders.

Dated this 18<sup>th</sup> day of April 2024

  
Signed:  
S. S. IBANICHUKA , ESQ.  
18/04/2024.

