

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 AT CHIEF MAGISTRATE COURT 14, ON THE 8TH OF
JUNE 2023

SUIT NO. PMC /SCC/26/2023

1. CHINWE JULIET MBAMARA

} CLAIMANT

AND

1. UGOCHI DURU IHUOMA
(Trading under the name and style of
Cadril Tour and Travel Services)
2. CADRIL TOUR & TRAVEL LIMITED

} DEFENDANTS

JUDGMENT

This is the final judgment in this suit wherein the claim before the court, dated and filed on the 26th April, 2023 is for:

1. An order of this Court compelling the defendant to pay the Claimant, the sum of N3,520,000,00 as sum of the money given to the defendant to facilitate the Claimant's relocation process in securing healthcare jobs
2. An order of this Court compelling the defendant to pay the Claimant the sum of N1,000,000 as general damages
3. Cost of litigation for N300,000

In proof of his case, the Claimant called one witness and the defendant called no witness

On the 26th April 2023 an application to enter plea of not liable for the defendant by the defendant counsel was granted and the matter was set down for hearing.

On the 8th day of May, 2023, the Claimant was present and the defendant was present. On this date, the CW1, who is also the Claimant on record commenced her evidence in Chief and stated that she met the defendant through the defendant's younger sister, Chantelle Gifted that works with FCMB. That the defendant is the owner of Cadril Tour & Travel Services and her name is Ugochi Ihuoma Duru.

That the defendant forwarded her a post on how to get a healthcare visa job and she actually sent the post and it stated UK visa Job 2years visa IELTS. Amount -6500 pounds initial deposit:4000 pounds. TimeLine 4-6 months.

That in their conversation, she said no interviews that the jobs are readily available and certificates of sponsorship will take 4-6 months



Testifying further, The CW1 stated that when she wanted to know the dynamics and asked her if she does not need to fill a form that she replied her that the form will come after she makes the payments. That she told the defendant that other establishment issues forms before the payment, that she said her establishment does not work that way .That she was uncomfortable. That she made the 1st payment on the 1st of November 2022 with the sum of N400,000 which she acknowledged.

That after the payment she said she should send her international passport and other certification for the jobs, so she sent an email and forwarded the document to her.

That the defendant asked her to send more money to meet up with the required deposit of 4000 Pounds and after the liquidation of her investment, the CW1 testified that she transferred the sum of 3.120 million to the defendant FCMB Account Number

That later the defendant gave her a date for job interview. That she was online for an hour plus waiting for the interview and nobody showed up and she was worried. That she complained to the defendant and the defendant said nevertheless more jobs will be up.

That by December she will have 5-6 jobs but that she waited but no job interviews again

That the defendant later sent the forms but the form had some discrepancies. That the form stated 8000 pounds for a single user against the initial post of 6,500 pounds. Prior to that time, she had told her that her agency cannot sell for more than 8000 pounds because other agencies buy from her and sell at 8000 pounds

That she later chatted her up and called her on the 8000 pounds but the defendant ignored her. That at the point, she told the defendant that if she cannot deliver, she should refund the money so she can explore getting foreign academic visa since she already has admissions.

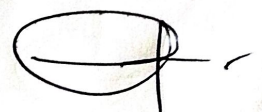
That the defendant insisted that she should fill the form but she refused and she then asked for a refund of the money she made me to liquidate. That the defendant said if she does not fill the form that there is a 5% administrative fee if she is asking for a refund. That she then told the defendant that it is not part of their agreement

That the defendant later sent her a form to fill and the form had N2,640 million Naira as refund omitting the N800,000 which she said she is taking after 5% Administrative fee

That her lawyer sought for a demand notice requesting that she pays the N3,5 million Naira refund,

Testifying further, the CW1 stated that initially the defendant forwarded the terms of the contract through WhatsApp and she never filled any form.CW1 identifies the demand notice that was sent to the defendant and same was tendered and admitted in evidence as Exhibit "A"

At this point, the defendant counsel applies for leave to proceed to settle the matter out of Court, In the absence of any objection by the Claimant, leave was granted to the parties to proceed to settle the matter out of Court.



On the 16th of May, 2023, the defendant informs the Court that settlement has broken down and examination in Chief of the CW1 continued.

Continuing the CW1 stated that the 1st payment was on the 8th which is N400,000 and on the 10th which was 3.4 million Naira

The Claimant counsel seeks to tender evidence of the WhatsApp message, receipt and statement of account and the defendant work permit forms and the defendant counsel is not objecting to any of the document except the work permit form because there was no foundation laid as to where the forms were obtained

The Claimant counsel applies to withdraw the Cadril Travels Visa Request Form and same was granted.

So FCMB Account statement Form 07 November, 2022 to 08th November, 2022 to 11th November, 2022, whatsapp messages are admitted as Exhibits **B and B1** and Exhibits **C** respectively.

Testifying further, the defendant said she knows nothing about the counter claim. That the defendant never told her anything about 5% administrative charge and she is not indebted. In conclusion the CW1 says she wants the Court to grant her claim as on the face of the Claim.

During the cross examination of the CW1 on same date, she stated that she is not aware that the search is supposed to be done for 4-6 months. That initially her agreement with her was supposed to be for the United Kingdom

Testifying further, the CW1 stated that there is something on Exhibit C to show that the certificate of sponsorship will be within 3-5 weeks and that was prompted her to make the other payments.

At the close of the cross-examination of CW1, the matter was adjourned to the 23rd day of May 2023 for defence and counter claim

On the 23rd day of May, 2023, the defendant counsel appears and informs the Court that the defendant is sick and so is not available to stand trial and he applies to tender a medical report

The Claimant's counsel objects that the medical report is to cause delay at Court

The Court took a look at the said medical report and noted that the medical report is from a private clinic and marked same as 'Rejected' and the matter was adjourned to the 30th May 2023 for definite hearing.

On the 31st day of May, the Claimant was in court and was represented and the defendant was absent and was not also represented.

On this date, the Claimant's Counsel moves motion on notice dated 17th May, 2023 and same having been served and the defendant time to file a counter affidavit had elapsed and there is no application for extension of time, so prayer on motion paper was granted and the Claim was amended to reflect the proper name of the 1st defendant Ugochi Duru Ihuoma and also the name of the 2nd defendant was struck out

Furthermore, the defendant having not showed up in court for hearing and no explanation adduced for their absence, in accordance with the Article 8 of the Small Claims Practice

Direction, the defendants were foreclosed from defence and the matter was adjourned for Judgment.

A total of two (3) exhibits were tendered in evidence in the course of the trial.

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 read all the exhibits and 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 though cross examination was held but none of the facts stated by the claimant's witness as to the payment of the sum of N3,520,000,00 as money advanced to facilitate the Claimant's relocation process in securing healthcare jobs were 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 undisputed and clear evidence before the court, the court will hold that the claimant has discharged the burden of proving that she is entitled to his claim before the Court.

IT IS THUS ADGUDGED that the Defendant to pay the Claimant, the sum of N3,520,000,00(Three Million, Five Hundred And Twenty Thousand Naira) as sum of the money given to the defendant to facilitate the Claimant's relocation process in securing healthcare jobs

IT IS ALSO ADGUDGED that the defendant to pay the Claimant, the sum of N1,000,000 as damages for the emotional stress and disappointments and long months of tying down her monies which she liquidated from her investment.

IT IS THUS ADGUDGED That N500,000 be paid as Cost of litigation

AND IT IS ORDERED that the defendant to pay the Claimant, the aforesaid sum of N3,520,000,00(Three Million, Five Hundred And Twenty Thousand Naira) with immediate effect



AND IT IS FURTHER ORDERED that the defendant do pay to the Registrar of this court the total sum of N4,820,000 (Four Million Eight Hundred and Twenty Thousand Naira) above mentioned representing the owed sum of N3,520,000,00(Three Million, Five Hundred And Twenty Thousand Naira and N1,000,000 (One Million Naira) as general damages and N300,000(Three Hundred Thousand) as cost of litigation

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.

GIFT C. AMADI, ESQ.
CHIEF MAGISTRATE
GD II

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