

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/260/2024
CLAIMANT

MR UCHECHUKWU OKOLIE

AND

USIAGWU ROSEMARY
(NOW KNOWN AS MRS ROSEMARY PRINCE - IROHA)

DEFENDANT

JUDGEMENT

The Claimant instituted this action against the Defendant via form RSSC 3 of this court filed on 10-10-24 claiming for the following:

- i. The sum of **₦ 1,100,000.00 (One Million One Hundred Thousand Naira)** only being and representing debt owed to the Claimant by the Defendant.
- ii. **₦300,000.00 (Three Hundred Thousand Naira)** only representing cost of this litigation.

In proof of his case, the Claimant called a sole witness (CW 1), on 25-11-24, the CW1 adopted his written statement on Oath filed on 5-11-24 and relied on Exhibits "A,B,B1. C and C1" 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. At the close of Claimant's examination in chief, and upon the application of the claimants counsel the Defendant was foreclosed from cross examining the CW1 and subsequently the defendant was also foreclosed from Defendant this suit. On 4-12-24, the claimants counsel waived her right to address the court.

The facts of this case are that, on 17-12-2022, the defendant approached the claimant for a friendly loan of **₦ 3,000,000.00 (Three Million Naira)**. that a handwritten agreement containing the terms of the friendly loan agreement was entered between the claimant and the Defendant, that after the agreement was signed the claimant transferred the sum of **₦3,000,000.00 (Three Million Naira)** to the defendant. That the defendant was only able to repay the sum of **₦ 1,900,000.00 (One Million Nine Hundred Thousand Naira)** to the Claimant leaving a balance of **₦ 1,100,000.00 (One Million,One Hundred Thousand Naira)** that despite several demands from the claimant the defendant has refused to repay the balance of the friendly loan. That the claimant instructed his lawyer to institute this action and charged the claimant the sum **₦300,000.00 (Three Hundred Thousand Naira)** only. Hence the claim of the claimant before this court.

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 as CW1 relied on Exhibits A,B,B1, C and C1” respectively in proof of the claim of the claimant in this case. I have carefully considered the evidence adduced by the claimant in support of the claim of the claimant, Exhibit A is the said handwritten friendly loan agreement between the parties in this suit, I have examined the document and same is not legible, accordingly no weight shall be placed on Exhibit “A” in arriving at the judgment in this suit.

However, on the strength of Exhibit “C” being the printout of a transaction receipt showing transfer of the sum **₦ 3,000,000.00 (Three Million Naira).** from the claimant to the defendant and Exhibits “B” and “B1” being claimants solicitors receipt relied upon in proof of relief two, and further upon the strength of the unchallenged evidence of the CW1 before me, I have no difficulties in arriving at the decision that the claimant has proved his claims before this court upon a preponderance of evidence . See: **Section 134 of the Evidence Act 2023.**

Accordingly it is adjudged as follows:-

1. That the claimant is entitled against the Defendant to the sum of **₦ 1,100,000.00 (One Million One Hundred Thousand Naira)** only being and representing debt owed to the Claimant by the Defendant.
2. **₦300,000.00 (Three Hundred Thousand Naira)** only representing cost of this litigation.

I make no further orders.

Dated this ~~16th~~ day of December, 2024

SAMUEL S. IBANICHUKA, ESQ.
(SENIOR MAGISTRATE)
SIGN: *[Signature]* DATE: 16-12-24

Signed:
S.S. IBANICHUKA, ESQ.
16/12/2024.

