

**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 COURT 6 PORT HARCOURT**

**PMC/SCC/292/2024**

**NOBERT OKOLOCHUKWU**  
**(FOR HIMSELF AND REPRESENTING, OTOLO-NNEWI** ---  
**CLAIMANT**  
**DEVELOPMENT UNION, PORT HARCOURT)**

**AND**

**THE INCORPORATED TRUSTEES**  
**OF THE REDEEMED CHRISTIAN ----- DEFENDANT**  
**CHURCH OF GOD (RCCG)**

**JUDGEMENT**

The Claimant instituted this action against the Defendant via forms RSSC 2 and RSSC 3 of this court filed on the 31-10-24 claiming for the following:

- i. The sum of **₦1,513,000.00 (One Million Five Hundred and Thirteen Thousand Naira)** being arrears of rent and the value of items belonging to the claimant which were removed by the defendant when they vacated the premises of the claimant.
- ii. **₦500,000.00 (Five Hundred Thousand Naira)** only being cost of this litigation

In proof of his case the claimant called a sole witness CW1 and tendered Exhibits A-J. The Defendant did not cross examine CW1 and did not defend this suit and was never represented by counsel despite proof of service in the courts file of the originating processes in this suit, a hearing notice and a Demand notice as well.

This suit was brought by the claimant in a representative capacity on behalf of himself and Representing, Otolo-Nnewi Development Union, Port Harcourt, claimant relied on Exhibit A being a letter captioned "Appointment of a representative to represent our community association in Port Harcourt, Rivers State, for Court Matters.

The summary of the facts of this case as put forward by the CW1 who adopted his written deposition on oath filed 02-12-24 on 12-12-24 are that the Defendant was the Tenant of the claimant who through one of its Pastors rented the town hall of the claimant at No 27 Alexandra Street, off Ada George, Rumueme, Port Harcourt, in 2014, that the rent was at

the rate of **₦400,000.00 (Four Hundred Thousand Naira)**, per annum, that the Defendant's rent expired and the Defendant vacated the premises without telling the claimant, but that as at 31-12-21 when the defendant vacated the premises of the Claimant they were still owing **₦1,283,000.00 (One Million Two Hundred and Eighty Three Thousand Naira)**. Further facts are that when the defendant was vacating the premises, they took with them property of the claimant with them being two biggest size Ox industrial fan worth **₦230,000.00 (Two Hundred and Thirty Thousand Naira)**., that claimant made several efforts to recover the arrears of rent and the properties removed from the hall by the defendant but to no avail, that the claimant paid his lawyer **₦500,000.00 (Five hundred thousand Naira )** for this suit.

The claimant concluded his case and due to the consistent non appearance of the Defendant in this case the claimant on the 13-01-24 applied that the defendant be foreclosed from cross examining the CW1 and on the 27-1-25, same application was made and granted foreclosing the defendant from defending the suit.

Final written addresses were not filed and the claimants counsel did not address the court orally as well.

In the circumstances, the sole issue for determination as raised by this court in this judgment is *"Whether considering the facts and circumstances of this case, the Claimant has put enough materials before this court to warrant the court to grant the reliefs of the claimant 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, the claimant is entitled to judgment on the merits of the case if he meets the standard of prove required by law.

In a civil case such as this the standard of prove is on a preponderance of evidence. See: **Section 134 of the Evidence (Amendment) Act 2023**. The burden of this prove however rests on the claimant., See the cases of **IBANIPIO V. ONYIYANGO (2000) 6 NWLR (PT. 661) PAGE 497 at paragraph E**.

The claimant as CW1 relied on Exhibits A to J in proof of his case, Exhibit J is the claimants counsel official receipt in support of the claim of the claimant that he paid his lawyer **₦500,000.00 (Five Hundred Thousand Naira)** as fees for this case. The defendant did not contradict any of the exhibits neither is there a defence against all the claims of the claimant before this court, the implication is that the Defendant is deemed to have admitted all the facts and claims as stated by the Claimant, the law is trite that facts admitted need no further proof, see **Section 123 Evidence (Amendment) Act, 2023** and the case of **CBN V. DINNEH (2010) 17 NWLR (PT. 1221) PAGE 125, 162 at paragraphs C-D**.

I have carefully considered the evidence adduced by the claimant in this case and all the prayers as sought by the claimant and which for the sake of emphasis I must repeat are unchallenged by the Defendants. I therefore find no difficulty in arriving at the conclusion that the claimant has proved his case on the standard required by law being on a preponderance of evidence see **F B N PLC V YERIMA (2020) 8 NWLR (Pt 1725)**. This is indeed a deserving circumstance for the court to order as prayed by the claimant. Accordingly, it is adjudged that the claimant is entitled against the defendant to the following:

- I. The sum of **₦1,513,000.00 (One Million, Five Hundred and Thirteen Thousand Naira)** being arrears of rent and the value of items belonging to the claimant which were removed by the defendant when they vacated the premises of the claimant.
- II. **₦500,000.00 (Five Hundred Thousand Naira)** only being cost of this litigation

I make no further orders.

Dated this 30<sup>th</sup> day of January 2025

Signed:  
S. S. IBANICHUKA, ESQ.  
30/01/2025.

