

IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA
IN THE PORT HARCOURT MAGISTERIAL DISTRICT
HOLDEN AT PORT HARCOURT
BEFORE HIS WORSHIP W. C. AKANI, ESQ.
SITTING AT SMALL CLAIMS COURT 5 ON MONDAY, 1ST JULY 2024

CLAIM NO:PMC/SCC/117/2024

BETWEEN

BARR. BRIGHT UMEH

AND

MRS. DORIS UCHECHUKWU

-

CLAIMANT

-

DEFENDANT

PARTIES: Absent

APPEARANCES: No appearances

JUDGMENT

The Claimant commenced this suit against the Defendant vide Form RSSC 2 on 2nd May 2024 following service of the mandatory Letter of Demand on the Defendant. By the summary of claim contained in the Summons - Form RSSC 3, the Claimant's claim against the Defendant is for the sum of ₦800,000.00 being debt sum of ₦ 600,000.00, fees of ₦ 150,000.00 and costs of ₦ 50,000.00.

The Defendant was served with the Claim and Summon by substituted means on 24th May 2024.

On 24th June 2024 when the matter was fixed for plea and hearing, the Defendant was not in court and had no legal representation and so a plea of not liable was entered for the Defendant following which the Claimant went on to prove his case.

At the close of the evidence-in-chief of CW1, the matter was adjourned to 25th June 2024. On the said date, neither the Defendant nor her Counsel were in court and so the Defendant was foreclosed from cross examining the witness. The matter was adjourned to 26th June 2024 for defence. Again, the Defendant did not attend court and did not send any legal representation and was thus foreclosed from defending this suit following which the case was set down for judgment.

The Claimant says the Defendant is his tenant at his property situate at 7 Rumuibekwe Town, Port Harcourt wherein she occupies a shop. The Claimant

says that the Defendant is in arrears of rent for three years and that all efforts to get the Defendant to pay the sum owed have proved abortive hence the filing of this action.

As previously stated, the Defendant did not enter any defence in this suit. She neither filed any pleadings nor did she attend court throughout the proceedings.

It is settled law that uncontroverted facts are deemed admitted and facts admitted need no proof. See Section 123 of the Evidence Act and the case of ALHASSAN & ANOR V. ISHAKU & ORS (2016) LPELR 40083 (SC).

It is also the law that when a party in a legal duel has been given an opportunity to defend himself and fails to do so, the obvious conclusion is that he does not intend to contest the suit or he has chickened out. See MANKANU V. SALMAN (2005) 4 NWLR (Pt. 915) 270.

The Defendant herein was served with the originating processes but willfully refused to come to court. The obvious conclusion is that she does not intend to contest the suit. What is then required of the Claimant is minimal proof. See NWABUOKU V. OTTIH (1961) 1 All NLR 487.

The Claimant has given uncontroverted evidence of the Defendant's indebtedness to him. The law is trite that the court ought to accept it and act on it. See NZERIBE V. DOVE ENGINEERING LIMITED (1994) 8 NWLR (Pt. 361) 124 at 137.

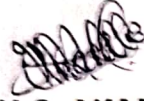
I am therefore satisfied that the Claimant has proven his entitlement to the debt claimed and I so hold.

The matter does not end here. The Claimant has made a claim for fees. The Appellate Court has held that fees i.e. cost of litigation is in the realm of special damages which must be specifically pleaded and proved. See FORTIS MICROFINANCE BANK V. AMAEFULA & ORS (2021) JELR 108777.

There is nothing before this court in support of this head of claim. I therefore hold that the claim for fees fails.

In the final analysis, I enter judgment for the Claimant and make the following orders -

1. The Defendant shall forthwith pay to the Claimant the sum of Six Hundred Thousand Naira (N600,000.00) being arrears of rent owed to the Claimant.
2. ₦ 50,000 costs to the Claimant.



W.C. AKANI
Senior Magistrate Grade 1
01-07-2024

