

**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 CHIEF MAGISTRATE COURT 14, ON THE 10<sup>TH</sup> OCTOBER, 2024**

**SUIT NO. PMC /SCC/219/2024**

**MICHAEL NSIRIMOVE AMAEWHULE**

}

**CLAIMANT**

**AND**

- 1. MR. PRINCE GODWIN**
- 2. ADIELE JESSE ONYEDIKACHI**
- 3. FULLMAKS LOGISTICS SERVICES LTD**
- 4. OBINNA LEONARD NWANDU**

}

**DEFENDANTS**

**JUDGMENT**

This is the final judgment in this suit wherein the claim before the court, dated and filed on the 2<sup>nd</sup> September, 2024 is for:

1. An order of this Court compelling the defendants to refund the Claimant, the sum of N3,400,000 for monies advanced to him for the supplies of diesel.
2. An order of this Court compelling the defendants to pay the Claimant the sum of N1,400,000 as damages
3. An order of this Court compelling the defendants to pay the Claimant the sum of N200,000 as cost

In proof of his case, the Claimant called one witness and the defendants never appeared in this matter.

On the 20<sup>th</sup> September, 2024; an application to enter plea of not liable for the defendants by the Claimant counsel was granted and hearing notice was ordered to be served on the defendants and the matter was set down for hearing.

On the 30<sup>th</sup> day of September, 2024, the Claimant was present and the defendants were absent. On this date, the CW1, who is also the Claimant on record adopted his evidence on oath wherein he deposed that states That on the 3<sup>rd</sup> day of August, 2023, he met with the 1<sup>st</sup> Defendant to see if he could supply diesel trucks to Julius Berger Nigeria Limited and that he agreed and told him that some payment would be required before they begin, and he asked him about reliability, to which he assured him that he would deliver once he paid. That he met with some people to raise some cash after a long discussion, they repeatedly





asked if he trusted the seller that giving him money was not an issue but the third party, and he told them that he did. That on the 3<sup>rd</sup> day of August, 2023, the 1<sup>st</sup> Defendant sent an address of a hotel (Majestic Exclusive Suites Amb Chukwuemeka Avenue, off SARS Road, 500102, Port Harcourt, Rivers, beside Suntal Filing Station) where they will stay together while the supply is ongoing as part of the condition.

Testifying further, the CW1 deposed that on the 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup> and 14<sup>th</sup> of August, 2023, he transferred N190,000.00, N40,000.00, N 100,000.00 and N400,000.00 to the 1<sup>st</sup> Defendant and that on the 7<sup>th</sup> day of August, 2023, the 1<sup>st</sup> Defendant sent him another account details (0080636516 Jesse Adiele Onyedikachi, 2<sup>nd</sup> Defendant Sterling Bank) to make subsequent payments, That so on the 7<sup>th</sup> day of August, 2023, he transferred N850,000.00 and N420,000.00 and on the same day, the 1<sup>st</sup> Defendant sent a truck details: RSH574XE

That Abuja Abubaka Sank, ANC-530XA Kaduna Hassan Abdul and the 1<sup>st</sup> Defendant informed him that the trucks were loading; However, when he called him to say he had not seen the trucks, he said the trucks had some paper issues with the security agency and asked if he could make a payment from the transaction; he then sent him another account to make the payment (Uwandu Obinna 1718716805 Access Bank), and on the 8<sup>th</sup> day of August, 2023, he transferred N100,000.00 to that account. That he waited for days with no positive news; it was all lies. That on the 9<sup>th</sup> day of August, 2023, he came up with another story about how those trucks have issues, but he and his colleagues are working on it. On the same day, he transferred N300,000.00 (Jesse Adiele Sterling Bank, 0080636516). That on the 11<sup>th</sup> day of August, 2023, the 1<sup>st</sup> Defendant sent him his company account details: FULLMAKS LOGISTICS SERVICES LIMITED 6060376153, FIDELITY BANK to make all payments. That on the 14<sup>th</sup> day of August, 2023, he transferred N1,000,000.00 (One Million Naira) to the said account, and days after days he kept promising and he introduced the 4<sup>th</sup> Defendant to him as his Lawyer to enable him not to panic, and the 4<sup>th</sup> defendant promised over and over that he would make sure they close the deal before a week.

That weeks after weeks they keep on promising as usual, but after several calls, they promised to arrest their colleague for refund or they will sell their Land to refund him, and after all the fake promises, the 1<sup>st</sup> defendant asked him to send the total money he sent to him.

That those that lent him money for this supply of diesel business has been threatening to arrest him, with calls after calls and embarrassment after embarrassment, but only because of my integrity. That he prays the Court grants my claims against the Defendant to refund his money with interest.

That the 1<sup>st</sup> Defendant agreed to do the supply of diesel to Julius Berger Nigeria Limited and accordingly sent the Bank Account details: UBA:2190601445, Access Bank Plc: 1718716805, Sterling Bank Plc.: 0080636516. and Fidelity Bank Plc: 6060376153 respectively via text messages.



That he received the said transactions receipts on my phone (Tecno 7pro) and that he connected his Tecno 7pro via a USB Cord to his official Hp Desktop with serial number: L1940T to access the said transfer transactions receipts and in turn produced the printout with my business H.P Laser Jet P1102 Printer, which I have in his possession to tender in evidence. That both the Tecno 7pro, desktop and printer he used in receiving and printing out the said transfer transactions receipts to the Defendants respectively are devices regularly used by him personally in his offices for storing and processing information during the material period under consideration.

The CW1 identifies the print outs of the transfers he made to the Defendants via bank transfers and the Claimant counsel applies to tender the documents in evidence. In the absence of any objection, the Transaction receipts were admitted in evidence and marked as Exhibits A, B, C, D,E ,F,G and H respectively.

At the close of the evidence of CW1,the Claimant announced the close of their case. Prior to that ,after sighting the hearing notices dated 30th September, 2024 and affidavit of service dated 30th September, 2024 and in line with Article 9 of the Small Claims Court Practice Direction,2024; the Court having satisfied herself that the defendants have been served and have failed or refused or neglected to appear and defend the claim against him, were foreclosed from cross examining the CW1 and thereafter from defending the claim and the matter was adjourned for judgment

A total of eight (8) 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.

From the evidence of the Claimant and the claim before the Court, the CW1's case is that on the instruction of the 1<sup>st</sup> defendant, he paid money into accounts belonging to the 1<sup>st</sup> defendant and other defendants to the sum of N3,400,000 for the supply of diesel (AGO) to Julius Berger Nigeria Limited. To buttress this assertion, the CW1 tendered Exhibits A-H before the Court.

Suffice is to note at this point that none of the facts stated by the claimant's witness was 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.

Apart from the fact that 1<sup>st</sup> defendant instructed the Claimant to pay money to the 2<sup>nd</sup> and 4<sup>th</sup> defendant, there is nothing else that presupposes that they were in a direct contract relationship with the Claimant. The 3<sup>rd</sup> defendants link/nexus to the 1<sup>st</sup> defendant is understandable in law because the CW1 had testified that the 3<sup>rd</sup> defendant is the 1<sup>st</sup> defendant's company. So liability will be limited to just 1<sup>st</sup> and 3<sup>rd</sup> defendant on record.

On the Claim for General Damages: The correct assessment for general damages remains an award that compensates the injured party and restores it to the position it would have been had the breach or injury not occurred. As a result, the assessment of damages is based purely on damages flowing naturally from the breach. Stephen Okongwu V NNPC (1989) 4 NWLR (Pt 115) 296 @ 306h-307a; GFK Investment Ltd V Nigeria Telecommunications Plc (2009) 15 NWLR (Pt 1164) 344; @ 384D-E.

The award is quantified by what in the opinion of a reasonable person is considered adequate loss or inconvenience which flows naturally, as generally presumed by law, from the act or conduct of the Defendant. It does not depend upon calculation made and figure arrived at from specific items. See Odulaja v Haddad (1973) 11 SC 357; (1973) 11 S.C. (Reprint) 216; Lar v Stirling Astaldi Limited (1977) 11-12 SC 53; (1977) 11-12 SC (Reprint) 106 and Osuji v Isiocha (1989) 6 S.C. (Part II) 158; (1989) 3 NWLR (Part 111) 623

The Claimant have testified that he has gone through psychological and emotional trauma because those that lent him money for this supply of diesel business has been threatening to arrest him, with calls after calls and embarrassment after embarrassment, That his integrity has suffered severe blows.

On the basis of the above, the claim for general damages succeeds

On the undisputed and clear evidence before the court, the court will hold that the claimant has discharged the burden of proving that he is entitled to his claim before the Court as against the 1<sup>st</sup> and 3<sup>rd</sup> defendant.

**IT IS THUS ADJUDGED** that the 1<sup>st</sup> and 3<sup>rd</sup> defendants to refund the Claimant the sum of N3,400,000 (Three Million, Four Hundred Thousand Naira only as monies advanced to him for the supplies of diesel.

**AND, IT IS FURTHER ADJUDGED** that the 1<sup>st</sup> and 3<sup>rd</sup> defendants to pay the Claimant, the sum of N1,000,000 (One Million Naira) as general damages flowing from the unquantifiable inconveniences of holding down the Claimant's money advanced to the 1<sup>st</sup> and 3<sup>rd</sup> defendant for over one year.



**AND, IT IS ALSO ADJUDGED** that the 1st and 3rd defendants to pay the Claimant, the sum of N200,000 (Two Hundred Thousand Naira) as cost.

**AND IT IS ORDERED** that the 1<sup>st</sup> and the 3<sup>rd</sup> defendants to pay the Claimant, the aforesaid sum of N3,400,000 (Three Million, Four Hundred Thousand Naira , N1,000,000 (One Million Naira) and N200, 000 (Two Hundred Thousand Naira) with immediate effect for refund of the money paid for the supply of diesel, general damages and cost respectively cumulating to the total sum of N4,600,000.00( Four Million, Six Hundred Thousand Naira Only)

**AND IT IS FURTHER ORDERED** that the defendant do pay to the Claimant the total sum of N4,600,000.00( Four Million, Six Hundred Thousand Naira Only ) above mentioned

**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.



**G.CHINYERE AMADI. ESQ.  
CHIEF MAGISTRATE G.D.I**

