

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/174/2024

ESOHE PRECIOUS UHUNMWANGHO

AND

MBANUZUE AMAKA GLORIA

JUDGEMENT

The Claimant instituted this action against the Defendant via forms RSSC 2 and RSSC 3 of this court filed on the 26-06-24 claiming for the following:

- i. The sum of **₦1,000,000.00 (One Million Naira)** being the sum owed the claimant by the Defendant.
- ii. **₦500,000 (Five Hundred Thousand Naira)** as cost.

In proof of her case the Claimant herself testified on 15-7-24 as the sole claimants witness CW1 who adopted her written witness deposition on Oath filed on the 9-7-24 and tendered Exhibits "A-.A1". The Defendant did not cross examine CW1, and did not defend this suit, by the records of this court the Defendant was represented by counsel only once, despite proof of service in the courts file of the originating processes in this suit and a hearing notice as well.

By application of the Claimants counsel the defendant was foreclosed from cross examining the claimant and from defending this suit, the matter was adjourned for address to the 5-7-24 on the said date the claimants counsel waived his right to address the court either orally or in writing.

The facts of this case are that the defendant is a business woman who sometime in the August 2021 approached the claimant and entered into an oral agreement with the claimant wherein the claimant invested the sum of **₦600,000 (Six Hundred Thousand Naira)** in the defendants POS business for a six (6) month period, upon the promise by the defendant that the claimant will have 10% monthly return on investment of the value of the invested sum that is **₦60,000 (Sixty Thousand Naira)** per month and capital. That the claimant in agreement transferred the said sum of **₦600,000 (Six Hundred Thousand Naira)** to the defendant via the claimants access bank application. That the defendant paid the agreed 10% for two months and requested that the claimant invest another **₦400,000**

(Four Hundred Thousand Naira) under the same terms, that the defendant needs to expand her business. The claimant agreed and did invest the said additional ₦400,000 (Four Hundred Thousand Naira) in the defendants POS business. That consequently in December 2021 the defendant in line with their agreement paid the claimant the sum of ₦100,000 (One Hundred Thousand Naira) in two installments.

That the defendant complied with payment of the return on investment up to the month of February, 2022. that at the end of March 2022 being the due date when the six (6) month transaction was to expire and for the defendant to repay the total investment to the claimant the defendant did not pay but asked for more time, and in fact did promise to pay the sum of ₦1,200,000 (One Million Two Hundred Thousand Naira) by the end of April, 2022 . That the defendant did not keep to her promise but paid only the sum of ₦50,000 (Fifty Thousand Naira) leaving an outstanding balance of the sum of ₦1,150,000 (One Million, One Hundred and Fifty Thousand Naira). that the claimant offered to forgo the sum of ₦150,000 (One Hundred and Fifty Thousand Naira) so that the defendant will pay ₦1,000,000.00 (One Million Naira) only. That several demands by the claimant to the defendant for repayment of the said balance of ₦1,000,000.00 (One Million Naira) has proved futile as the defendant has refused to pay, hence this suit.

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 this court can order as prayed by the claimant ?*”

The law is trite that where the evidence the claimant leads in prove of his case is unchallenged by the Defendant , the claimant is entitled to judgment 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 Claimant as CW1 led evidence and relied on Exhibits “A and B” in proof of her case . The defendant did not contradict any of the exhibits neither is there a defence against the claimants claim before this court, the import is that the Defendant is deemed to have admitted all the facts and claims as stated by the Claimant, as 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 in support of the prayers she seeks before this court. In paragraph 22 of the written witness deposition on Oath filed on the 9-7-24, the claimant claims for the sum of ₦500,0,00 (Five Hundred Thousand Naira) as cost and damages, however, no evidence was led in

support of this claim as was done in the prayer one, consequently the said prayer is deemed abandoned.

It is hereby adjudged that the claimant is entitled against the defendant as follows:

i. **₦1,000,000.00 (One Million Naira)** only being and representing the sum owed the claimant by the Defendant.

iii. **₦100,000.00 (One Hundred Thousand Naira)** only being cost in favour of the claimant and against the defendant,

I make no further orders.


Signed:
S.S. IBANICHUKA, ESQ.
05//08/2024.

