

**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/145/2024**

**MISS STEPHANIE IJEOMA CHINDA**

**VS.**

**MR LUCKY BROWN WOBO**

**JUDGEMENT**

The Claimant instituted this action against the Defendant via form RSSC 3 of this court filed on 01-07-24 claiming for the following:

- i. The sum of **₦200,000.00 (Two Hundred Thousand Naira)** only being and representing the principal sum and return on investment owed to the Claimant by the Defendant.
- ii. General damages in the sum of **₦1,000,000.00 (One Million Naira)**
- iii. **₦500,000.00 (Five Hundred Thousand Naira)** representing cost.

In proof of her case, the Claimant testified as CW1 and relied on "Exhibit's A" to "B5". the defendant was at a point in this case represented by counsel but due to the continues absence of the defendant and his counsel the claimant counsel applied and the defendant was foreclosed from cross examining the claimant and defending this suit. At the close of the claimants case her counsel applied to waive her right to file final written address or to address the court orally.

The facts of this case are that, sometime in July,2022 the defendant approached the claimant with a business proposal wherein the claimant invested the sum of **₦100,000.00 (One Hundred Thousand Naira)** only on the oral agreement with the defendant that at the end of August in the same 2022, she will get her principal sum of **₦100,000.00 (One Hundred Thousand Naira)** and interest, that it was understood by the defendant that the money the claimant wanted to use for the investment was money meant for the school fees of the claimants son which ought to be paid in September, that the Defendant has refused to pay the Claimant the said money despite several demands by the claimant. Upon the oral agreement of parties the claimant invested the agreed sum of **₦100,000.00 (One Hundred Thousand Naira)** with the defendant and the payment was made through bank

transfer. That after the event for which the defendant was paid the money to invest in, the claimant has made several demands for her money but the defendant kept asking her to give him more time, that in January 2024 the defendant sent her the sum of **₦40,000.00 (Forty Thousand Naira)** and that since then the defendant has not made other payments despite several demands hence this suit.

As stated earlier the defendant was represented by counsel at a point but this suit was not defended by the defendant.

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.**

This is a case of oral contract entered into by the parties in this suit and the intention of the parties shall be determined by the conduct of the parties as stated in the facts of this case and the evidence before this court.

In proof of her case the Claimant relied on Exhibits “A” to “B5” being the demand letter of the claimants solicitor and the bank transaction receipt amongst others in proof of the fact that the claimant did transfer the sum of **₦100,000.00 (One Hundred Thousand Naira)** to the Defendant.

In a civil case such as this the claimant is only required to proof her case on a balance of probabilities see section **134 of the evidence amendment act 2023.**

I have carefully considered the evidence adduced by the claimant in support of her claims before this court and on relief one which is for the sum of **₦200,000.00 (Two Hundred Thousand Naira)**, only being the principal sum and interest, the claimant testified on 11-07-24 that the defendant approached her with a business proposal and that there was supposed to be return on investment but the claimant never stated any particular amount as the said expected return on her investment, furthermore on same date under cross examination the claimant as CW1 answered that “there was no specified agreement as regards to interest” the law is that he who asserts the existence of a certain fact must proof same. see **AMADI V. AMADI (2017) 7 NWLR (PART 1563) S.C.**

  
Signed:  
S. S. IBANICHUKA, ESQ.  
29/07/2024.

