

IN THE MAGISTRATES' COURT OF RIVERS STATE
IN THE PORT HARCOURT MAGISTERIAL DISTRICT
HOLDEN AT PORT HARCOURT BEFORE HIS WORSHIP. G.C. AMADIESQ.
SITTING AT SMALL CLAIMS COURT AT CHIEF MAGISTRATE COURT 14, ON THE 8TH OF
SEPTEMBER, 2023

SUIT NO. PMC /SCC/118/2023

GRACE B.C. WODIKE
(Suing through her lawful Attorney Lucky Wodike) } **CLAIMANT**

AND

MBA TRADING AND CAPITAL INVESTMENT LTD } **DEFENDANT**

JUDGMENT

This is the final judgment in this suit wherein the Claim before the court, dated and filed on the 15th August, 2023 is for:

1. N4,999,000.00 (Four Million, Nine Hundred and Ninety-Nine Thousand Naira) as the invested sum.

In proof of his case, the Claimant called one witness and the defendant called no witness.

On the 15th of August, 2023, the Claimant was present and the defendant was absent. An application to enter plea of not liable for the defendant by the Claimant Counsel was granted and the matter was set down for hearing.

On the 17th of August, 2023, the CW1, one Lucky Wodike, A legal practitioner and Attorney to the Claimant applied to adopt his written statement on oath filed on the 15th day of August, 2023. The said statement on oath, lined up in a 7 paragraph affidavit is to the effect that the CW1 has a Power of Attorney to prosecute the matter on behalf of the CW1 and the said Power of Attorney is admitted in evidence as Exhibit A

That the Defendant in this suit is a Limited Liability Company which is involved in Capital Investment.

That on the 9th day of July 2020, the Claimant invested the sum N4,999,000.00 (Four Million, Nine Hundred and Ninety-Nine Thousand Naira) with the Defendant with an understanding/agreement that the Defendant shall pay to the Claimant the sum of N749,999 (Seven Hundred and Forty Nine Thousand, Nine Hundred And Ninety Nine) per

month being 15% of the invested sum for a period of six months. The Claimant pleads the Business Agreement dated the 1st day of July, 2020. The said agreement is in evidence as Exhibit B. The Claimant's Eco Bank Statement of Account is also in evidence as Exhibit C'.

However, that the Defendant paid the said N749,999.00 return on investment for the months of, August, September, and October but failed to pay for the last three months of the six months contract and that since the December, 2020 when the agreement terminated till date, the Defendant has failed, refused and neglected to pay to the Claimant the invested sum of N4,999,999.00 (Four Million Nine Hundred and Ninety-nine Thousand, Nine and Hundred and Ninety-Nine Naira).

Consequently, that on the 15th day of March, 2021, the Claimant through her attorney wrote a demand letter to the Defendant, demanding the invested sum of N4,999,999.00 (Four Million Nine Hundred and Ninety-Nine Thousand, Nine Hundred and Ninety-Nine Naira) and the various unpaid return on investment. The said letter is in evidence as Exhibit D.

In conclusion, the CW1 stated that the Claimant have suffered too much financial and emotional hardship and that without the intervention of this Honorable Court, the Defendant will not pay back to the Claimant the invested sum and return on investment due to the Claimant.

The Claimant prays the Court to grant the prayer as on the face of the claim before the Court.

A total of four (4) 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 the burden of proving that he is entitled to his claim before the Court.
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.

It is also important to note at this point that none of the facts stated by the CW1 were 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.

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.

IT IS THUS ADJUDGED that the Defendant to pay the Claimant, the sum N4,999,000.00 (Four Million, Nine Hundred and Ninety-Nine Thousand Naira) as the invested sum.

AND IT IS ORDERED that the defendants pay to the Claimants, the sum of N4,999,000.00 (Four Million, Nine Hundred and Ninety-Nine Thousand Naira) as the invested sum only on or before the 14th day of September, 2023.

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.

GIFT C. AMADI, ESQ.
CHIEF MAGISTRATE
G.D.I

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