

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 SMALL CLAIMS COURT AT CHIEF MAGISTRATE COURT 9, ON THE 8th OF
NOVEMBER 2023

SUIT NO. PMC /SCC/192/2023

MR. LUCKY WODIKE

} CLAIMANT

AND

MR. UKANDU CHRISTOPHER AKACHUKWU

} DEFENDANT

JUDGMENT

This is the final judgment in this suit wherein the small claim before the court, dated and filed on the 10th of October, 2023 is for:

1. An order of this Court compelling the defendants to pay the Claimant, the sum of N50,000 representing arrears of rent.
2. An order of this Court compelling the defendant to pay to the Claimant, the sum of N40, 000 as cost of sewage disposal.
3. The sum of 137,000,000 as cost of repairs of electrical fittings, kitchen wall tiles, toilet fittings, keys and repairs of burglary proof.

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

On the 19th, October, 2023, an application to enter plea of not liable for the Claimant was granted and the matter was set down for hearing.

On the 6th November, 2023, the Claimant testified as CW1 and stated that the defendant was his tenant and occupies a two(2) bedroom flat at N0, 18 Chiworlu Street and pays an annual rent of N80,000. That the defendant decided not to pay for sewage and even after he wrote to the defendant to pay for the sewage and to pay for the damages on the property, he still neglected his letter and decided to go away without paying for the sewage and without fixing the damages on the property. That he fixed the damaged items on the property and forwarded the cost but the defendant refused to defray same. The CW1 identifies the documented receipts and the letters. The Claimant counsel seeks to tender same in evidence.

Two invoices dated 20th September, 2023 and demand letter dated 29th August, 2023 and 28th September, 2023 are all admitted in evidence as Exhibits 'A', 'B', 'C' and 'D' respectively.

In conclusion, the CW1 stated that he wants the Court to grant his prayers as on the face of the claim before the Court.

At the end of the evidence of CW1, in the light of the filed hearing notice and affidavit of service before the Court, the defendant was foreclosed from cross examining the CW1 and from defence and the matter was adjourned for judgment.

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 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.

It is also important to note at this point that none of the facts stated by the Claimant's witness above 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.

On the Claim for arrears of rent, the Court will rely on the unchallenged evidence of CW1 that the defendant is owing him N50, 000 also the demand for arrears of rent as in Exhibit C before the Court.

On the Claim for sewage disposal, the Court will also rely on the unchallenged evidence of CW1 and demand for the recovery of the cost of sewage disposal as in Exhibit C before the Court.

On the Claim For Cost Of Repairs, the Court will rely on the Exhibit A and B before the Court evidencing the cost of repair of burglary proof, electrical fittings, wall tiles and fittings, keys and locks and plumbing and the unchallenged evidence of the CW1 to that effect.

In the undisputed and clear evidence before the court, the court hereby holds 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 of N50,000(Fifty Thousand Naira) representing arrears of rent.

IT IS ALSO ADJUDGED that the defendant to pay to the Claimant, the sum of N40,000(Forty Thousand Naira)s cost of sewage disposal.

IT IS FURTHER ADJUDGED that the defendant to pay to the Claimant, the sum of 137,000,000(One Hundred And Thirty Seven Thousand) Naira as cost of repairs of electrical fittings, kitchen wall tiles, toilet fittings, keys and repairs of burglary proof.

AND IT IS ORDERED that the defendant to pay the Claimant, the aforesaid sum of N227,000,00(Two Hundred And Twenty Seven Thousand Naira) representing arrears of rent, cost of sewage disposal and cost of repairs on or before the 17th November, 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
SIGN.....DATE.....

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