

IN THE MAGISTRATES' COURT OF RIVERS STATE OF NIGERIA
IN THE PORT HARCOURT MAGISTERIAL DISTRICT
HOLDEN AT SMALL CLAIMS COURT 2, PORT HARCOURT
BEFORE HIS WORSHIP COLLINS G. ALI ESQ.,¹ TODAY FRIDAY, THE 4TH
DAY OF AUGUST, 2023.

SUIT NO.:PMC/SCC/76/2023.

BETWEEN:

AMAMA OGHENEFEGA

CLAIMANT

AND

GREY ISRAEL ROBERT

DEFENDANT

Case called.

Parties present.

JUDGMENT

The Claimant commenced this case against the Defendant on the 16th June 2023 after serving demand letter and claimed as per the claim attached to the summons as follows:-

- | | |
|-------------------------------|-----------------|
| 1. Amount Owed the Claimant - | ₦2,485,000.00 |
| 2. Damages | - ₦1,000,000.00 |
| 3. Cost of litigation | - ₦450,000.00 |
| Total | = ₦3,935,000.00 |

The Defendant was served with the summons and claim personally on the 19th June 2023 and he duly appeared in Court on the 23rd June 2023 but pleaded not liable to the claim.

The Claimant testified as CW1 and the sole witness in proof of his claim. The Claimant also tendered Demand Letter dated 30th May 2023 (Exhibit A), Statement of Account from 01/07/2022 to 25/12/2022 (Exhibit B), Crypto Payment Statement dated 31st October 2022 (Exhibit C), Online Chat between the parties with Certificate of compliance (Exhibits D, D1-D16 and E) and professional fees receipt dated 29th May 2023 (Exhibit F) respectively. On his part, the Defendant testified in his defence as

¹ LL B, LL M, BL, A. IDRI, Chief Magistrate Grade I, and the Presiding Magistrate, Small Claims Court 02, Port Harcourt, Rivers State.

DW1. The Defendant also tendered his Kuda Statement of Account from 03/08/2022 to 03/12/2022 (Exhibit G). The CW1 and DW1 were fully cross examined by counsel on both sides. At the close of trial, counsel for the parties were ordered to file and exchange final written addresses which the Claimant counsel complied with but the defence counsel defaulted.

The Claimant's final written address is dated and filed on the 20th July 2023. The learned Claimant counsel Justice N. Nworgu, Esq. raised a lone issue for determination in the Claimant's final written address thus:

Whether the Claimant has proved his case to be entitled to the reliefs sought?

The case of the Claimant is that the Defendant who is also his neighbour approached him to buy land from their company Velox Real Estate Company stating that some of their clients were selling their property at discounted price. The Claimant testified that he paid a total of ₦3,600,000.00 for three (3) plots of land between July 2022 and October 2022 through bank transfers and Crypto currency to the Defendant; out of which the Defendant refunded ₦200,000.00 earlier deposited for land. The Claimant thereafter requested for the land documents from the Defendant but the Defendant kept telling stories. The Claimant testified that after much pressure, the Defendant gave him one title document bearing the Defendant's name which he declined to accept. The Claimant therefore asked for the refund of his money because he was neither given the document for the land he paid for nor shown the land physically by the Defendant. The Claimant told the Court that the Defendant so far refunded the sum of ₦915,000.00 leaving a balance of ₦2, 485,000.00 unpaid.

The Defendant admitted that he met the Claimant and asked him if he was interested to buy property from Velox Real Estate Company which the Claimant initially declined but accepted by July 2022 and made payment of ₦700,000.00 between July - August 2022. The Defendant also testified that the Claimant made further payments on 1st September 2022 and 30th September 2022 to the tune of ₦1,000,000.00 each through bank and Crypto transaction. The Defendant testified that the total payment

for the land is ₦2,900,000.00 and that the Claimant did not pay for documentation. The Defendant admitted in his evidence that all the land document were in his own name. The Defendant testified that he has refunded the Claimant the sum of ₦450,000.00 in 2022 and ₦383,000.00 respectively before the Claimant came to Court. Under cross examination, the Defendant however insisted that he has repaid a total of ₦938,000.00 to the Claimant.

A careful perusal of the documentary and oral evidence before the Court reveals that the Claimant paid a total sum of ₦3,400,000.00 to the Defendant. The sum of ₦3,100,000.00 was for three (3) plots of land, while the sums of ₦200,000.00 and ₦100,000.00 were for documentation and a blockchain development training all of which the Defendant failed to deliver on. The Defendant alleged that he repaid the sum of ₦833,000.00 in one breathe and in another breathe said he has repaid a total of ₦938,000.00 without evidence of the repayment. The Defendant is not a witness of truth. I find that the Claimant has successfully proved his case against the Defendant.

The Claimant asked for cost of ₦1,000,000.00. The law is that a successful litigant is entitled to cost, but award of cost is at the discretion of the Court whether or not it was pleaded and/or proved. See the case of *Mekwunye v Emirate Airline [2019] LPELR-46553 (SC)*. Judgment is hereby entered for the Claimant as follows:

1. The Defendant is ordered to pay the sum of ₦2,485,000.00 (Two Million, Four Hundred and Eighty-Five Thousand Naira) only to the Claimant forthwith.
2. The Defendant is also ordered to pay the sum of ₦100,000.00 (One Hundred Thousand Naira) only as cost to the Claimant forthwith.



C. G. Ali, Esq.
Chief Magistrate Grade 1
04/08/2023

LEGAL REPRESENTATIONS:

1. Justice. N. Nworgu, Esq. for the Claimant.
2. Defendant not represented.

