

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 8, ON
THE 16th OF FEBRUARY, 2024.

SUIT NO. PMC /SCC/19/2024

LUCKY WODIKE

}

CLAIMANT

AND

1. IKECHI OSIMINI-BEKE
2. OBINNA AGOMUO

}

DEFENDANTS

JUDGMENT

This is the final judgment in this suit wherein the small claim before the court, dated and filed on the 5th of February, 2024 is for:

1. An order of this Court compelling the defendants to pay the Claimant, the sum of N250,000 (Two Hundred And Fifty Thousand Naira) representing money owed to the Claimant by the 2nd defendant.
2. The sum of N200,000 (Two Hundred Thousand Naira) only being and representing damages for trauma caused by the 2nd defendant withholding the Claimant's money for over three years.
3. An order of this Court compelling the defendant to pay to the Claimant, the sum of N100, 000 as cost of litigation.

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

On the 5th February, 2024, an application to enter plea of not liable for the Claimant was granted and the matter was set down for hearing.

On the 7th February, 2024 , the Claimant testified as CW1 and stated that he wants to adopt his written deposition on oath wherein he stated that he never

He knew the 2nd defendant until when he got to speak with him on the phone through the 1st defendant on the 14th February, 2021. That on the said date, the 1st defendant called him and informed him that there was a job opportunity in NDDC and that his friend being the 2nd defendant on record will assist him in getting the job, if he pays him the sum of N250,000.00 and that the 2nd defendant requested that the money be paid into his account not later than the 15th of February, 2021. That the said N250,000 was paid to the 2nd defendant on the 15th day of February, 2021.

That after he sent the money, he also forwarded his curriculum vitae through email to the 2nd defendant. That the said job was to be given to him within 2 weeks from the 15th of February, 2021. That up till this moment, he is yet to receive a positive feedback on the status of the job offer from the 2nd defendant. Testifying further, the CW1 stated that all demand for his money fell on deaf ears and that in January, 2024, he served the defendants a demand notice.

The CW1 identifies the certificate of compliance and his fidelity bank statement evidencing transfer. Same is sought to be tendered in evidence by the Claimant's counsel. The said documents were admitted in evidence and marked as Exhibits **A and B** 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 defendants 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 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 2nd Defendant to pay the Claimant, the sum of N250,000 (Two Hundred And Fifty Thousand Naira) representing money owed to the Claimant by the 2nd defendant.

IT IS ALSO ADJUDGED that the 2nd defendant to pay to the Claimant, The sum of **N200, 000** (Two Hundred Thousand Naira) only being and representing damages for trauma caused by the 2nd defendant withholding the Claimant's money for over three years

IT IS FURTHER ADJUDGED that the 2nd defendant to pay to the Claimant, the sum of **N100,000** (One Hundred Thousand Naira) as cost of litigation.

AND IT IS ORDERED that the 2nd defendant to pay the Claimant, the total sum of **N550,000(Five Hundred And Fifty Thousand Naira)** broken down as follows : the aforesaid sum of N250,000,00(Two Hundred And Fifty Thousand Naira) representing money owed to the Claimant by the 2nd defendant ; the sum of N200,000(Two Hundred Thousand Naira) as general damages and the sum of N100,000(One Hundred Thousand Naira) as cost of litigation **on or before the 29th February, 2024.**

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.

G. CHINYERE AMADI, ESQ.
CHIEF MAGISTRATE
G.D.I
SIGNATURE DATE

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