

**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/168/2024**

**KUO SMART SOLUTIONS LIMITED**

**VS.**

- 1. SHIRA AND SHIRAZ GENERAL CONTRACTORS NIGERIA LIMITED**  
**2. LAKKA IRIMIYA DURAKWA**

**JUDGMENT**

The Claimant instituted this action against the Defendants via form RSSC 3 of this court filed and dated the 21-01-24 claiming for the following:

- i. The sum of **₦3,080,000.00 (Three Million Eighty Thousand Naira)** only being and representing the sum owed the claimant by the 1<sup>st</sup> defendant through the 2<sup>nd</sup> defendant for services rendered.
- ii. **₦1,220,000 (One Million Two Hundred and Twenty Thousand Naira)** as cost of this proceedings.

In proof of its case, the Claimant called a sole witness (CW 1) who on 16-7-24 adopted his witness statement on oath dated 2-7-24 through one Mr Onoh Ugochukwu Kingsley the Managing director of the claimant. The Defendants never appeared in this case and were never represented by counsel despite being served the originating processes in this suit and a hearing notice. The Claimant's counsel applied and the Defendants were foreclosed from Defending this suit, after which the Claimants Counsel waived his right to address the court either orally or in writing.

The facts of this case as presented by CW1 are that, the 2<sup>nd</sup> Defendant is the managing Director of the 1<sup>st</sup> Defendant, that sometime in February 2024, the 2<sup>nd</sup> defendant on behalf of the 1<sup>st</sup> Defendant approached the claimant at its place of business and indicated interest to rent/hire two (2) Tipper trucks belonging to the claimant, that the two tippers are expected to load palm produce from Elele farm and Ubima farms respectively. That the CW1 and the 2<sup>nd</sup> Defendant signed a six(6) months contract on behalf of their respective companies in which the defendants agreed to pay the claimant **₦140,000.00 (One Hundred and Forty Thousand Naira)** daily for six days of every week and for 26 days for every month

for operations of each of the desired vehicles. That inline with agreement the claimant released two of its Mark tipper trucks with registration number BKL636ZJ and ABA 185 XB respectively. That the total sum for the services rendered by the claimant to the defendants for a period of two weeks is ₦3,080,000.00 (Three Million Eighty Thousand Naira) which sum remains unpaid till date despite several demands by the claimant and his solicitor, that this act of the defendant has caused the business of the claimant to dwindle remarkably. Hence this suit. This suit is undefended.

The sole issue for determination in this case is *“Whether the Claimant has placed enough materials before this 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 the Defendant is deemed to have admitted the claims of the Claimant and in deserving cases the Claimant shall be entitled to his claim(s). 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.**

In civil cases the standard of proof required of the Claimant is a proof on preponderance of evidence, see: **Section 134 of the Evidence (Amendment) Act, 2023.**

This is a case of a simple written contract, the Claimant through CW1 in his evidence before this court on 16-7-24 relied on Exhibits “A” to “G” in proof of his case. Exhibit “A” is the contractual agreement which the claimant relies on as the basis of the agreement between him and the defendants and Exhibit “D” and “D1” being the defendants purchase order indicating how much money is due to the claimant based on the number of days the claimants trucks have worked for the defendants. These evidence are not challenged by the defendant.

I have carefully considered the evidence adduced by the Claimant in support of its case particularly for “Relief 1” and I have no difficulties in holding that the Claimant has proved its claim’s before this court on a balance of probabilities in relief 1.

On “Relief 2”, I am of the view that the claimant has not placed enough or any materials before this court for the court to order as prayed and accordingly relief 2 herein fails.

It is adjudged that the claimant is entitled to:

The sum of **₦3,080,000.00 (Three Million Eighty Thousand Naira)** only being and representing the sum owed the claimant by the 1<sup>st</sup> defendant through the 2<sup>nd</sup> defendant for services rendered.

Cost of **₦100,000 (One Hundred Thousand Naira)** only is awarded is awarded in favour of the claimant.

I make no further orders.

  
Signed:  
S. S. IBANICHUKA,  
ESQ.  
30/07/2024.

