

**IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA**  
**IN THE PORT HARCOURT MAGISTERIAL DISTRICT**  
**HOLDEN AT PORT HARCOURT**

**SUIT NO: PMC/SCC/11/2025**

**BETWEEN**

**UGBOR DUNSTAN OKECHUKWU**

**CLAIMANT**

**AND**

**ADESOKAN IBILADE JUDE**

**DEFENDANT**

**Doing business in the name and style of  
Into Migration**

**PARTIES: Claimant present. Defendant absent**

**APPEARANCES: U W. Oluoha for the Claimant. No Legal representation for the  
Defendant**

**JUDGMENT**

The Claimant brought this action via an Ordinary Summons attached with a claim against the Defendants on the 13th day of January, 2025, claiming the relief below:

Debt/Amount Claimed - N2,000,000.00  
Fees - N1,500,000.00  
Costs - N650,000.00  
Total - N4,750,000.00

Upon the filing of the matter in court, an Ordinary Summons attached with the complaint form and claim was served on the Defendant's Secretary personally on the 21/01/2025 at Fiddil Avenue, Off Ordinance Road, Port Harcourt, Rivers. The Affidavit of Service is also before the Court. The Defendants were absent and not represented in court on the 05/02/2025 when the matter came up for plea and hearing, despite being served with the originating processes and upon confirmation of service, a plea of not liable was entered for the absent Defendant and evidence of Claimant's Witness One (CW1) taken.

The Claimant on record, Mr. Ugbor Dustan Okechukwu testified under oath as CW1. He adopted his Written Deposition on oath dated 13th day of January, 2025 and tendered Thirty (13) Exhibits marked as follows: The WhatsApp message showing the transaction receipt with the date of Friday January 3rd, 2025 was admitted and marked as Exhibit A; Another letter with the date of Monday 23/12/2024 is Exhibit A1, the At Law Solicitor's letter about breach of contract, Demand for immediate payment of Seven Million Six Hundred Thousand Naira (N7,600,000.00), dated 18/12/2024 is Exhibit A2, the At Law solicitor's receipt for the payment of One Hundred and Fifty Thousand Naira paid by the Claimant, dated 18/12/2024 as Exhibit A3, the printout letter with the date of Friday October 11th, 2024 and October, 12th, 2024 as Exhibit A4, the Into Migration Disengagement with the date of 11th October, 2024 as Exhibit A5, the print out message letter with a page number of 91 is Exhibit A6; the letter with the date of June 24th, 2024 as Exhibit A7; another letter that has the number 91 on top page as Exhibit A8; the Into Migration Terms And Condition with the date of 07/06/2024 as EXHIBIT A9; the Polaris bank payment advice transaction with the amount of N5,000,000.00 (N5,000,000 (Five Million Naira) with a transfer date of 07/06/204 as Exhibit 10; another letter with the number 94 on top page as Exhibit 11; the At Law Solicitor's cash receipt dated the 7/01/2025 in the sum of N500,000.00 (Five Hundred Thousand Naira) to prosecute this suit as Exhibit A12.

The unchallenged evidence of the Claimant CW1 as stated in his deposition is that he approached the Defendant who is the Proprietor of Into Migration, a travel agency that is into Visa Support services and made his intention to travel to Canada on a working Visa known to him. That the Defendant assured him that he would get the Visa within three to four months of making the required deposit and signing the Terms and Condition, for which he agreed. That based on the Defendant's representation that he has the requisites

expertise to handle his Canadian Visa procurement, he signed the Terms and Conditions and subsequently transferred the sum of N5,600,000.00 (Five Million Six Hundred Thousand Naira) only, from his company's account to the Defendant's FCMB Account No. 8553651019 on the 7th day of June, 2024 as evidenced by Exhibit B. That the Visa Procurement Form has a timeline of 8 weeks which expired on the 6th day of December, 2024 and upon the Defendant's failure to honour its agreed timeline to procure the Visa, he subsequently asked for a refund of the Visa procurement fee and was sent a disengagement form which he signed and returned. That following the expiration of the 8 weeks' timeline and the failure of the Defendant to refund the money for failure to procure the Visa as assured, he engaged the services of a lawyer to write to the Defendant demanding for payment of the money and damages and paid him the sum of N150,000.00 (One Hundred and Fifty Thousand Naira) for the services as evidenced by Exhibit A3.

Continuing, the CW1 stated that upon the receipt of his lawyer's letter, the Defendant paid in the the sum of N3,000,000.00 (Three Million Naira), leaving a balance of N2,600,000.00 (Two Million Six Hundred Thousand Naira). That when the Defendant refused to pay the balance sum, he instructed his lawyer to institute this matter in court and paid his lawyer the sum of N500,000.00 (Five Hundred Thousand Naira) as evidenced by Exhibit A12.

The Defendant was absent in court on the days the matter came up for cross-examination of the CW1 and defence and he was foreclosed from cross-examining the CW1 and the CW1 was discharged. The Defendant was equally foreclosed from defending the suit for lack of any intention to defend the suit. The Claimant's Counsel Barr. U. W Oluoha on the 4th day of March, 2025, informed the court that after the Defendant was served with the hearing notice, that he paid in a further sum of N2,000,00.00 (Two Million Naira) to his client the Claimant, leaving a balance of only N600,000.00 (Six Hundred Thousand Naira) still unpaid as per their claim before the court. Counsel equally informed the court of his intention to waive his right to filing of final written address since the matter is undefended and urged the court to grant the Claimant's relief on the strength of the evidence already led and same was granted and judgment reserved.

From the above, the only issue that calls for determination is whether the Claimant has been able to prove his case on the preponderance of evidence and on the balance of probabilities to be entitled to the relief sought.

Now, in civil cases, the burden of first proving the existence or non-existence of a fact lies on the party against whom the judgment of the court would be given if no evidence were produced on either side, regard been had to any presumption that may arise on the pleadings. See **Section 133 (1) and (2) of the Evidence Act, 2011 (as amended)**. See also **Mrs. Funmilayo Mubo Adeniran & ORS V. Mr. Sikiru Adio & Anor (2024) 16 NWLR (Pt. 1964) pg. 351, (SC)**.

As stated above, the only claim of the Claimant that is still before the court is for payment in the sum of N600,000.00 (Six Hundred Thousand Naira), being and representing the outstanding balance or indebtedness of the Defendant to the Claimant for the N5,600,000.00 (Five Million Six Hundred Thousand Naira) Claimant paid to the Defendant for the failed Canadian Visa procurement transaction, which the Defendant is still owing and not yet paid, despite repeated demands, together with cost. The law is now settled that a cause of action in a suit for recovery of debt accrues when a debtor fails to pay his debt after a demand to pay has been made. See **Akinsola & Anor. V Eyinnaya (2022) LPELR-57284 (CA)**. See also **Article 2 (1) (d) of the Rivers State Small Claims Court Practice Direction, 2024**, which makes the service or issuance of demand letter a condition precedent to the commencement of an action against the Defendant.

In the instant case, there is a letter, Exhibit A2, dated 18/12/2024 written by the Claimant's lawyer to the Defendant, demanding for the immediate refund of his money owed, showing that a formal demand for the money was made and same was served on the Defendant, thereby satisfying the condition precedent for the commencement of this suit. From the evidence of the CW1 and the other Exhibits before the court, it is very clear and not in dispute that the sum of N600,000.00 (Six Hundred Thousand Naira) is still being owed the Claimant by the Defendant and there is no shred of evidence of payment of same before the court. The Defendant, having failed to procure the Canadian Working Visa for the Defendant and having refunded part of the money in the sum of N5,000,000.00 (Five Million Naira), has a moral duty to refund the outstanding balance of N600,000.00 (Six Hundred Thousand Naira) to the Claimant and I so hold.

The Defendants therefore, having not denied or challenged the above evidence of the CW1 with any credible evidence, is deemed to have admitted same and the law is trite that facts not challenged or controverted are deemed admitted and the court can act on same. See **NACEN V.**

**BAP (2011) 11 NWLR (Pt. 1257) pg 193.** Consequently and in the absence of any credible evidence to the contrary, this court is therefore left with no option than to rely on the uncontroverted evidence of the Claimant.

The law is trite that Courts exists to do substantial justice to parties before it and works with credible evidence and it is the court's view therefore that the Claimant has been able to prove his case with credible evidence and with minimal requirement of law to be entitled to the reliefs sought. Premise on the above, the Claimant is therefore entitled to the outstanding balance sum of N600,000.00 (Six Hundred Thousand Naira), together with cost of N100,000.00 (One Hundred Thousand Naira) only and I so hold.

Accordingly, it is hereby ordered that;

**The Defendant shall pay to the Claimant the balance sum of N600,000.00 (Six Hundred Thousand Naira) only, being and as representing the outstanding indebtedness of the Defendant, together with Cost of N100,000.00 (One Hundred Thousand Naira), to the Claimant.**

**This is the Judgment of this court. I make no further Orders.**

Dated this 17th day of March, 2025



**LEZIGA C. MITEE (MRS)  
CHIEF MAGISTRATE II, MAGISTRATE COURT 10**

