

initial sum of N1,050,000.00 to the agent early in 2022, he paid another N350,000.00 in 2023 for his daughter's visa fees, which was 50% of their visa fees.

The bank statement showing proof of payment is before the Court as Exhibits A and B; certificate of compliance, Exhibit C.

At the end of his evidence, the Court ordered the defendants to be served with a hearing notice, cw1 was foreclosed from cross-examination by the defendants due to their absence.

On the 5th February, 2024, cw2 gave evidence, gave her name as Bukola Blessing Chile Amadi, a business woman, living off NTA Road, Mgbuoba.

She informed the Court that in 2021, she met an agent who has an Agency Jakpanow, she told her she could get an unskilled travel route for her, which her husband (cw1) conceded to, she was paid N1,050,000.00. After she had her child, they paid N350,000.00 for her daughter's visa fees.

The agreement was done online, which is before me as Exhibit D.

The demand letters to the defendant are before the Court as Exhibits. She prayed the Court to grant their claims in conclusion of her evidence. At the end thereof, she was foreclosed from cross-examination by the defendants due to their absence. The Court ordered a second hearing notice to be served on the defendants.

The defence was foreclosed from defending this suit on the 12th February, 2024, on the 12th February, 2024, the claimant's counsel adopted her final written address dated and filed 9th December, 2023.

In the written address, the sole issue for determination was; whether the claimant's Exhibits meet the requirements of the law to warrant the claimant to maintain this action?

The Claimant's counsel submitted that by virtue of the Exhibits tendered, the claimant has complied with the law, in proving her case, prayed the Court to enter judgment in favour of the claimant.

Issue for determination by the Court

Whether the claimant has proved her case to be entitled to her claims?

COURT

In the course of proving her case against the defendants, the claimant tendered the following Exhibits;

1. Exhibit A – The bank statement showing evidence of payment of the sum of N1,050,000.00 to the first defendant, Jakpanow.

2. Exhibit B – The bank statement for the payment of N350,000.00, stated therein as part payment for Ms. Sarima Chile Amadi to the 1st defendant.
3. The certificate of compliance for Exhibits A and B in line with the Evidence Act of section 84(4), 2011.
4. Exhibit D – the engagement contract from the 1st defendant being the terms of engagement between the parties, signed by the claimant and the 2nd defendant as CEO of the 1st defendant, dated 14th March, 2022.

The demand letters dated 1st December, 2023, asking for a refund of the money paid over a year ago for the visas, which the defendants failed to provide, have also been perused by the Court.

The parties entered into a contract for the procurement of visas for the claimant and her family, the agreement/contract document is before me, dated 14th March, 2023, Exhibit D.

The claimant performed or fulfilled her own obligation under the contract by the payment of N1,050,000.00 and N350,000.00 for her daughter, creating a legal duty on the defendants to provide the service the claimant paid for. The defendants are legally duty bound to repay the sum given to them by the claimant due to the failure on their part to provide the service they were paid for.

The breach of contract by the defendants entitles the claimant to her claims before the Court.

The claimant in compliance with section 131 and 134 of the Evidence Act, 2011 has proven her entitlement to her claims.

It is trite law that once documentary evidence supports oral evidence, oral evidence becomes more credible, see *Kimdey vs. Military Governor of Gongola State* (1988) 5 SCNJ 28.

By virtue of Exhibit D, the contract document signed by both parties, the claimant and the 2nd defendant, they both authenticated their full agreement to the contents of the document being the contract and are bound by same.

Parties are bound by their contract/agreement; see *Atibalyamu Saving and Loans Ltd. vs. Mr. S. Agale Suberu & Anor* (2018) 13 NWLR (pt. 1637) 387, the Court buttressed here that, “parties make their own contract and intend thereby to be bound by same”.

A document tendered in Court is the best proof of the contents of the document, see Exhibits A, B and D.

Exhibits A and B are sufficient proof of the payment of N1,050,000.00 and N350,000.00 to the defendant, that are indeed the best proof of the claimant’s claim against the defendants, albeit, the claimant has established her legal right to sue for breach of the contract, the defendants having defaulted in providing the service they were paid for.

See *Ogundelu vs. Macjob* (2015) 3 SCNJ 98.

Reciprocal legal obligations were created, once Exhibit D was signed by both parties, i.e. the claimant fulfilling her obligation to make payment for the service, which the defendants failed to provide. The defendants acted in great disrespect to the contract they entered into freely.

The defence never appeared before this Court to discredit or rebut the case of the claimant against them. They were served with the originating processes and hearing notices, yet failed and refused to defend this suit against them.

It is trite law that hearing notices are the legal means of compelling a defendant to attend Court, once the defendant is served with the originating process, that also serves as sufficient notice of the case filed against him. See;

1. *John Andy Sons and Co. Ltd. vs. Mfon* (2006) 12 NWLR (pt. 995) 461 at 478.
2. *Monkwon & Ors vs. Odili* (2010) All FWLR (pt. 536) 22, where the Court held that only minimal evidence is required where only one-party calls evidence. Applicable to this case, the Court is relying on only the evidence of the claimant and her witness in giving its judgment.

Both parties in this instant suit are both governed by the contract they entered into freely and are both bound by same. See *Ukwo vs. Ukwo* (2018) NWLR (pt. 16) 575.

The Court is satisfied that the claimant has proved her entitlement to her claims.

Damages arising from a breach of contract in this case, the failure of the defendants to provide the service they were paid for and refusal to refund the claimant of the money paid to the defendants, will move the Court to award the claim for damages.

If the defendants had provided, the service paid for or refunded the money the claimant paid, they will not be in Court wasting time of the Court and resources.

Damages awarded by the Court is a punishment to the defendants for acting in an irresponsible fraudulent manner and to restore the financial loss incurred by the claimant over the years since March, 2022.


The Court is satisfied that the claimant has proved her case to be entitled to her claims above. I resolve the lone issue for determination in favour of the claimant.

Where the defendant does not enter any appearance in his/her defence, it is deemed that such Acts amount to admitted facts, see 123 Evidence Act, 2011, admitted facts need not further proof.

Accordingly, the Court enters judgment in favour of the claimant, and consequently orders as follows;

1. That the defendants have breached the agreement entered into with the claimant, with respect to processing visas for the claimant and her family.
2. That the defendants refund the sum of N1,400,000.00 (One Million, Four Hundred Thousand Naira) only, to the claimant forthwith, paid by the claimant to the defendants, for the processing of visas for the claimant and her family, which the defendants failed to provide.
3. That the defendants pay the claimant, the sum of N2,000,000.00 (Two Million Naira) only, for general damages for the breach of contract.

This is the judgment of the Court.


MRS BARIYAAH .H. ABE
Chief Magistrate
28th February, 2024.

