

**IN THE MAGISTRATES' COURT OF RIVERS STATE**  
**IN THE PORT HARCOURT MAGISTERIAL DISTRICT**  
**HOLDEN AT PORT HARCOURT BEFORE HIS WORSHIP. G. C. AMADI, ESQ.**  
**SITTING AT SMALL CLAIMS COURT AT CHIEF MAGISTRATE COURT 14, ON**  
**THE 8<sup>TH</sup> OF SEPTEMBER, 2023**

**SUIT NO. PMC /SCC/117/2023**

**CHIOMA JOY OKOCHA**  
**(Suing through her lawful Attorney Lucky Wodike)** } **CLAIMANT**

**AND**

**MBA TRADING AND CAPITAL INVESTMENT LTD** } **DEFENDANT**

**JUDGMENT**

This is the final judgment in this suit wherein the Claim before the court, dated and filed on the 15<sup>th</sup> August, 2023 is for:

1. The sum of N1, 000,000.00 (One Million Naira) invested sum.
2. The sum of N150, 000.00 (One Hundred and Fifty Thousand Naira) return on investment.
3. The sum of N1, 000,000.00 (One Million Naira) as general damages for holding back the Claimant's money since the 21st day of November, 2020 till date.

In proof of his case, the Claimant called one witness and the defendant called no witness.

On the 15th of August, 2023, the Claimant was present and the defendant was absent. An application to enter plea of not liable for the defendant by the Claimant Counsel was granted and the matter was set down for hearing.

On the 17<sup>th</sup> of August, 2023, the CW1, one Lucky Wodike, A legal practitioner and Attorney to the Claimant applied to adopt his written statement on oath filed on the 15<sup>th</sup> day of August, 2023. The said statement on oath, lined up in a 7 paragraph affidavit is to the effect that the CW1 has a Power of Attorney to prosecute the matter on behalf of the CW1 and the said Power of Attorney is admitted in evidence as Exhibit A.

That the Defendant in this suit is a Limited Liability Company which is involved in Capital Investment.



That on the 21<sup>st</sup> of May, 2020, the Claimant invested the sum N1,000,000.00 (One Million Naira) with the Defendant with an understanding/agreement that the Defendant shall pay to the Claimant the sum of N150,000 (One Hundred and Fifty Thousand Naira) per month being 15% of the invested sum for a period of six months. The Claimant's Access Bank Statement of Account is also in evidence as Exhibit B'.

However, that the Defendant paid the said N150,000.00 return on investment for the first five months being the months of, June, July, August, September and October but failed to pay for the month of November being the sixth month and that since the 21st day of November, 2020 when the agreement terminated till date, the Defendant has failed, refused and neglected to pay to the Claimant the invested sum of N1,000,000.00 ( One Million Naira) and the N150,000.00 (One Hundred and Fifty Thousand Naira) return on investment for the sixth month.

Consequently, That on the 16 day of March, 2021, the Claimant through her attorney wrote a demand letter to the Defendant demanding the total sum of N1, 150,000.00 (One Million, One Hundred and Fifty Thousand Naira) being the invested sum and the last return on investment for the sixth month. The said letter is in evidence as Exhibit C.

In conclusion, the CW1 stated that the Claimant have suffered too much financial and emotional hardship and that without the intervention of this Honorable Court, the Defendant will not pay back to the Claimant the invested sum and return on investment due to the Claimant.

The Claimant prays the Court to grant the prayer as on the face of the claim before the Court.

A total of three(3) exhibits were tendered in evidence in the course of the trial.

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 read all the exhibits and 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 the burden of proving that he is entitled to his claim before the Court.

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 CW1 were 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 will hold that the Claimant has discharged the burden of proving that he is entitled to his claim before the Court.

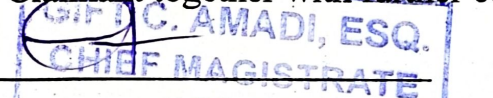
**IT IS THUS ADJUDGED** that the Defendant to pay the Claimant, the sum of N1, 000,000.00(One Million Naira) as invested sum.

**IT IS ALSO ADJUDGED** That the sum of N150, 000.00 (One Hundred and Fifty Thousand Naira) be paid to the Claimant by the defendant as return on investment.

**IT IS FURTHER ADJUDGED** that the sum of N1, 000,000.00(One Million Naira) be paid to the Claimant by the defendant as general damages for holding back the Claimant's money since the 21st day of November, 2020 till date.

**AND IT IS ORDERED** that the defendants pay to the Claimant, the sum N1,000,000.00 (One Million Naira) invested sum and N150, 000.00 (One Hundred and Fifty Thousand Naira) as return on investment and N1, 000,000.00 (One Million Naira) totaling the sum of N2,150,000.00(Two Million, One Hundred And Fifty Thousand Naira) only to be paid on or before the 14<sup>th</sup> day of September, 2023.

**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**