

**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/256/2024**

**BETWEEN**

**IKOROKOTO JONATHAN**      \_\_\_\_\_

**CLAIMANT**

**AND**

**GODSWILL OSEMUDIAMHEN** \_\_\_\_\_

**DEFENDANT**

**JUDGEMENT**

This suit was instituted by the claimant via form RSSC 2 and 3 of this court filed on 10-10-24 claiming for the following:

- i.     The sum of **₦175,000.00 (One Hundred and Seventy-Five Thousand Naira)** only being and representing balance of the money the Defendant owes the claimant for a car hire agreement.
  
- ii.    **₦200,000.00 (Two Hundred Thousand Naira)** representing cost.

In proof of his case, the Claimant testified in person as CW1 and relied on "Exhibit's A" to "D1". at the close of Evidence in Chief of CW1, the defendant did cross examine CW1 on 9-12-24. The defendant also entered his defence in this suit on 8-11-24 by filing of form RSSC 5 of this court, The defendants defence is that all outstanding sums to the claimants credit has been paid to the claimant and that the defendant does not owe the claimant any outstanding sum.

The Defendant did not field any witness in support of his defence, the defendant was foreclosed on 14 - 1- 25 from calling a witness and the case was adjourned for address. parties filed and adopted their addresses on 27-1-25, wherein they raised one issue for determination each, hence the judgement of the court.

The facts of this case as stated by the CW1 are that, the defendant approached the claimant that he wishes to use the claimants car for a company called solina Company tracking, that the defendant initially introduced himself as "walter" but when the job started and the defendant started sending the claimant payment receipts that was when the claimant knew the Defendants name to be Godswill, Osamemudian, that on 12-1-24 the defendant directed the claimant to go to bauchi Street old GRA to see one Dr Nnamdi who inspected the Claimants car and confirmed the car fit for the job. That an agreement was reached for N25,000.00 a day and at three times a week., that total money the defendant paid the defendant is N320,000.00 with an outstanding of N175,000.00 by 17-7-24. that the defendant asked the claimant to stop work, , as at then the defendant had an outstanding debt of N175,000.00. that the claimant has been

demanding the balance from the defendant and that the defendant has refused to pay hence this suit.

The parties filed and exchanged final written addresses wherein they raised one issue for determination each.

From the sole issue for determination raised by the parties this court has also raised a lone issue for determination to wit:

***“Whether the Claimant has placed enough materials before the court for the court to grant the claimants reliefs before this court”?***

This is a case of an oral contract for hiring of the claimants car entered into by the claimant and the Defendant on record. The intention of the parties shall be determined by the conduct of the parties as stated in the facts of this case and the evidence before this court.

In a civil case such as this the claimant is only required to proof her case on a balance of probabilities see section **134 of the evidence amendment act 2023**.

As stated earlier the defendant did not lead any evidence in defence of this case, but even the defendant who did not lead any evidence in trial may still be entitled to judgement in his favour where the claimant failed to call evidence on material facts of his case or where the evidence led by the claimant is so patently or palpably discredited and unreliable that no reasonable tribunal can accept it and act on it.

See the case of **HOWARD INTL SCHL LTD V MIMA PROJ, VENT LTD (NO 1) (2005) 1 NWLR (PT 908) 553**.

In proof of his case the Claimant relied on Exhibits “A” to “D1” all the exhibits being print out of whats app chats between the claimant and the defendant as regards the subject matter of this case.

The defendant’s counsel has argued in paragraphs 3 and 4 of his final written address before the court that the claimant has not been able to establish debt owed him by the defendant and that the proper evidence to establish the debt owed the claimant if any is by furnishing the court with payment invoices, promissory notes, receipts, or better still a letter by the defendant acknowledging the debt the he owed the claimant. This is quite a brainy submission by the defendant’s counsel and it is the position of the law.

The records of the court as stated earlier in this judgement shows that the exhibits tendered by the claimant as CW1 on on 28-11-24 are print out of whats app chats between the claimant and the defendant with respect to the subject matter of this suit. The claimant led evidence on same day that, as at the time the agreement was stopped the defendant owed him the sum of N175,000.00, the claimant also stated that the defendant promised to pay him from his own pocket but did not, this piece of evidence is corroborated by Exhibit D1, which certifies the condition the defendants counsel stated in his final written address with respect to the

condition which the claimant has to meet in proving his case, to wit that the claimant ought to prove that the defendant acknowledged the debt he owes the claimant. This score is resolved against the defendant.

The defendant's counsels final written address is in summery a denial of the liability of the defendant to the claimants claim. It has been stated erlier in this judgement that the defendant did not lead evidence in this case, it is trite law that address of counsel no matter how succinctly and brilliantly coached cannot take the place of evidence needed to prove a case. See **ALIKHA & ANOR V. ELECHI & ORS (2017) LPELR-7823 (SC)** and **ACCESS BANK PLC V. K. C. INTERNATIONAL LTD (2018) LPELR – 43668 (AC)**

The case of **OWNERS, M/V GONGOLA HOPE V S. C (NIG) LTD(2007) 15 NWLR (pt 1056) 189**. The apex court held that where a defendant offers no evidence, the evidence before the court obviously goes one way with no other set of facts or evidence weighing against it. In other words there is nothing such a situation to put on the other side of the proverbial or imaginary scale of balance as against the evidence given by or on behalf of the plaintiff. Thus the onus of proof is naturally discharged on a minimal of proof. See also the case of **NWABUOKU V OTTIH (1961) 2 SCNLR 232**

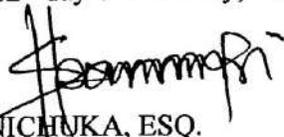
The defendant did not put anything on the other side of the imaginary scale and also failed to discredit the claims of the claimant through cross examination,

I have carefully considered the evidence adduced by the claimant in support of his case before this court and I find that same has been proved on the minimal standard required by law. In the circumstance the claim of the claimant succeeds and accordingly it is adjudged as follows: -

- I. That the Claimant is entitled to the sum of **₦175,000.00 (One Hundred and Seventy Five Thousand Naira)** only being and representing balance of the money the Defendant owes the claimant for a car hire agreement.
- II. **₦200,000.00 (Two Hundred Thousand Naira)** representing cost

I make no further orders.

Dated the 12<sup>th</sup> day of February, 2025

Signed:   
S. S. IBANICHUKA, ESQ.  
12/02/2025.

