

IN THE MAGISTRATES' COURT OF RIVERS STATE
IN THE PORT HARCOURT MAGISTERIAL DISTRICT
HOLDEN AT PORTHARCOURT BEFORE HIS WORSHIP. G.C.AMADI ESQ.
SITTING AT SMALL CLAIMS COURT AT CHIEF MAGISTRATE COURT 14, ON THE 14th OF
AUGUST 2023

SUIT NO. PMC /SCC/152/2023

MS.CHIDINMA P.EKEH

}

CLAIMANT

AND

MR SUNNY CHIKWU

}

DEFENDANT

JUDGMENT

This is the final judgment in this suit wherein the claim before the court, dated and filed on the 14th of September, 2023 is for:

An order of this Court compelling the defendant to pay the Claimant, the sum of N85,000 representing money paid as rent for self-contained which the defendant collected the sum of N185,000 out of which only N100,000

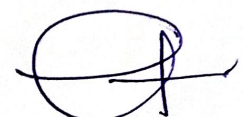
In proof of their case, the Claimant called one witness and the defendant never appeared in this matter.

On the 14th September, 2023, an application to enter plea of not liable for the Claimant was granted and the matter was set down for hearing.

On the 25th of September, 2023, the Claimant testified as CW1 and adopted her statement on oath and stated that she paid the sum of N150,000.00 (One Hundred and Fifty Thousand Naira) as house rent for a Self contain at a property in Pipeline (by Benita Filing Station, Elioju, in the Obio/Akpor Local Government Area of Rivers State to the Defendant sometime in January 2023.

That the Defendant later called that he needs additional N35,000.00(Thirty Five Thousand Naira) to add up to buy things he would use to fix things in the house as the cost of material is now high.

That she made the additional payment of N35, 000.00 (Thirty Five Thousand Naira) to the Defendant. That after making the additional payment to the Defendant, he requested for additional money which she declined as she does not have any money when in actual fact they agreed the cost of renting of the self contain at N150,000.00(One Hundred and Fifty thousand Naira). That the Defendant then told her, he was no longer going to allow her into the premises he paid for.



Testifying further, the CW1 stated that when the Defendant kept calling for more money, she got angry and asked for a refund of her money that she is no longer interested in the self-contained apartment.

That the Defendant rented out the premises to someone else and later refunded the sum of N100,000.00 (One Hundred Thousand Naira) to her after several demands for the refund of her money sometime in February, 2023 and that the balance of N85,000.00 (Eighty Five Thousand Naira) was not paid to nine months after the promise to pay her.

That she came to court in July and the Defendant caused her to expend several sums of money including paying bailiff severally to serve the Defendant with court process.

That the Defendant has vowed that he will make life miserable for her and her only offense is that he rented a house from him.

That the Defendant later made another payment of N40,000.00 (Forty Thousand Naira) after she had filed this suit with so much insult and threat to her life and she has expended over N50,000.00 (Fifty thousand Naira) both in transporting herself to the Defendant's house to ask for her money, and also in the filing of this case.

In conclusion, the CW1 stated that she wants the Court to grant their claim as on the face of the claim before the Court.

At the end of the evidence of CW1, in the light of the filed hearing notice and affidavit of service before the Court, the defendant is foreclosed from cross examining the CW1 and from defence and the matter was adjourned for judgment.

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 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
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 Claimant's witness above was 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 she is entitled to his claim before the Court.

IT IS THUS ADJUDGED that the Defendant to pay the Claimant the sum of N45,000,00 (Forty Five Thousand Naira) only representing balance for the total sum of N185,000 (One Hundred And Eighty Five Thousand Naira) paid as rent for a self-contained which the defendant never rented to the Claimant

IT IS ALSO ADJUDGED that the defendant to pay to the Claimant the sum of N50,000 (Fifty Thousand Naira) as cost.

AND IT IS ORDERED that the defendant to pay the Claimant, the aforesaid sum of N95,000,00 (**Ninety Five Thousand Naira**) representing the balance on rent and cost) **with immediate effect**

AND IT IS FURTHER ORDERED that the defendant do pay to the Registrar of this court, the total sum of **N95, 000, 00 (Ninety Five Thousand Naira)** representing the balance on rent and cost.

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.

GIFT C. AMADI, ESQ.
CHIEF MAGISTRATE

G.D.II

G. CHINYERE AMADI, ESQ.
CHIEF MAGISTRATE G.D.II