

September, 2024 that were served on the Defendants and both admitted and marked as as Exhibits A2 and A3 respectively, thereby satisfying the condition precedent for the commencement of this suit. From the various Exhibits before the court, it is very clear and not in dispute that tiles were supplied and collected by the 1st Defendant on behalf of the 2nd Defendant as evidenced by Exhibits A14 numbered 1 to 6 and there is no proof of payment of same by the Defendants before the court. Exhibit A8, dated 1st of April, 2023 and Exhibit A10, dated 9th of April, 2023 respectively, clearly shows the 1st Defendant acknowledging the Defendant's indebtedness in his WhatsApp messages to the Claimant and promising to pay the Claimant before the end of April, 2023.

However, despite the said promise, the Defendants have failed, neglected or refused to pay the Claimant the outstanding sum of Seven Hundred and Ten Thousand Naira (N710,000.00). The Defendants therefore, having taken benefit of the goods supplied, have a moral duty to perform their own side of the bargain by paying the Claimant the outstanding sum of N710,000.00 (Seven Hundred and Ten Thousand Naira for the tiles supplied by the Claimant to the 1st Defendant for and on behalf of the 2nd and 3rd Defendants, which the 1st Defendant has so far paid part. There is no shred of evidence before the court showing or suggesting that the Defendants have paid the outstanding sum due them. 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 Claimant is therefore entitled to the outstanding balance sum of N710,000.00 (Seven Hundred and Ten Thousand Naira), being the outstanding balance sum owed the Claimant by the Defendants and I so hold.

As regards the issue of damages, these are damages which the law presumes to have flown from the direct consequence of the act complained of and are unquantifiable in nature and is usually awarded at the discretion of the Court. Although the Claimant is asking for the sum of N4,290,000.00 (Four Million Two Hundred and Ninety Thousand) as general damages, taking into consideration the entire circumstances of this case, I award the Claimant general damages to the tune of N500,000.00 (Five Hundred Thousand Naira) only.

Accordingly, it is hereby ordered that;

**The Defendants shall pay the Claimant the total sum of N1,210,000.00 (One Million Two Hundred and Ten Thousand Naira), being and as representing the outstanding indebtedness of the Defendants 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**

