

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 COURT 6 PORT HARCOURT

PMC/SCC/252/2024

MR BROWNSON O OKEREKE CLAIMANT
(SUING THROUGH HIS ATTORNEY UZOMA O BENJAMIN)

AND

1. VICTOR CHUKWUEMEKA AHAMEFULA DEFENDANTS
2. PRINCE OKOROAFOR

JUDGEMENT

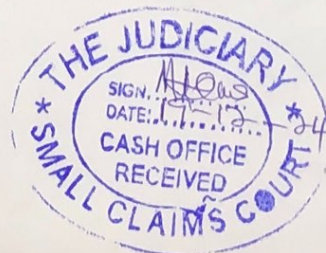
The Claimant instituted this action against the Defendant via forms RSSC 2 and RSSC 3 of this court filed on the 09-10-24 claiming for the following:

- i. The sum of **₦58,333,33.00 (Fifty-Eight Thousand, Three Hundred and Thirty - Three Naira, Thirty- Three Kobo)** being one months arrears of rent and **₦194,500 (One Hundred and Ninety-Four Thousand Five Hundred Naira)** being and representing total cost of the list of items damaged.
- ii. **₦100,000 (One Hundred Thousand Naira)** only representing damage
- iii. **₦100,000.00 (One Hundred Thousand Naira)** only as cost of this litigation.

In proof of his case the claimant called a sole witness CW1(The Claimants Attorney Uzoma O Benjamin of counsel) and tendered Exhibits A- Power of Attorney, B- Notice of Increment of rent and C, C1 to C13 Pictures of house hold items destroyed by the Defendants. The Defendants did not cross examine CW1 and did not defend this suit, neither were they represented by counsel despite proof of service in the courts file of the originating processes in this suit and a hearing notice on the Defendant.

The summery of the facts of this case as put forward by the Claimant are that the Claimant is the owner of the Two (2) Bedroom Apartment at Flat 4, Plot 11,Road 13, New Road, in Obio/Akpor Local Government Area of Rivers State, that the Defendant's are Tenants of the claimant in the said apartment at an annual rent of **₦600,000.00 (Six Hundred Thousand Naira)**, that in 2024 the defendants rent was increased to **₦700,000.00 (Seven Hundred Thousand Naira)**, that the defendants rent expired and the Defendant vacated the premises without informing the claimants Attorney or the Claimant, that as at the time the defendant vacated the apartment they owe the claimant arrears of rent. Further facts are that when the claimants Attorney went to inspect the premises vacated by the Defendants, he found out that the Defendant has damaged several items therein. Hence this suit.

The claimant closed his case on 3-12-24 and due to the consistent non appearance of the Defendants in court in this case, the claimant on the 9-12-24 applied that the defendants be foreclosed from defending the suit and the application was granted as prayed. The



claimants counsel waived his right to address the court and prayed the court to enter judgement in favour of the claimant.

The sole issue for determination as raised by this court in this judgment is “*Whether considering the facts and circumstances of this case, the Claimant has put enough materials before this court to warrant the court to grant the reliefs of the claimant before this court?*”

The law is trite that where the claimant leads evidence in prove of his case and the Defendant adduces no evidence in rebuttal, the claimant is entitled to judgment on the merits of the case if he meets the standard of prove required by law. In a civil case such as this the standard of prove is on a preponderance of evidence. See: **Section 134 of the Evidence (Amendment) Act 2023**. The burden of this prove however rests on the claimant., See the case of **IBANIPIO V. ONYIYANGO (2000) 6 NWLR (PT. 661) PAGE 497 at paragraph E**.

The claimant as CWI relied on Exhibits A, B and C in proof of his case and led evidence. The defendants did not contradict any of the exhibits neither is there a defence against all the claims of the claimant before this court, the implication is that the Defendant is deemed to have admitted all the facts and claims as stated by the Claimant, the law is trite that facts admitted need no further proof, see **Section 123 Evidence (Amendment) Act, 2023** and the case of **CBN V. DINNEH (2010) 17 NWLR (PT. 1221) PAGE 125, 162 at paragraphs C-D**.

I have carefully considered the evidence adduced by the claimant in this case and all the prayers as sought by the claimant and which for the sake of emphasis I must repeat are unchallenged by the Defendants. I therefore find no difficulty in arriving at the conclusion that the claimant has proved his case on the standard required by law and that this is indeed a deserving circumstance for the court to order as prayed by the claimant Accordingly, it is adjudged as follows: That the claimant is entitled against the 1st and 2nd defendants to the following:

1. The sum of **₦58,333,33.00 (Fifty-Eight Thousand, Three Hundred and Thirty - Three Naira, Thirty- Three Kobo)** being one months arrears of rent and **₦194,500 (One Hundred and Ninety-Four Thousand Five Hundred Naira)** being and representing total cost of the list of items damaged.
- ii. **₦100,000 (One Hundred Thousand Naira)** only representing damage
- iii. **₦100,000.00 (One Hundred Thousand Naira)** only as cost of this litigation.

I make no further orders.

Dated this 17th day of December 2024

Signed:

S. IBANICHUKA, ESQ.

17/12/2024.

