

IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA
IN THE PORT HARCOURT MAGISTERIAL DISTRICT
HOLDEN AT PORT HARCOURT

ON MONDAY THE 30TH DAY OF OCTOBER, 2023
BEFORE HIS WORSHIP A. O. AMADI-NNA, ESQ
CHIEF MAGISTRATE GD.1

SUIT NO. PMC/SCC/153/2023

BETWEEN

MR. ONYEKACHI O. IHEANACHO

VS

PASTOR JUDE O. UCHE

Parties absent.

R. Igwe appear for the claimant.

JUDGMENT

The claimant's claim against the defendant is for the sum of N2,250,000.00 (Two Million Two Hundred and Fifty Thousand Naira) only being the balance of the money which the defendant has left unpaid after the claimant gave him the sum of N2,800,000.00 (Two Million Eight Hundred Thousand Naira) only for a job he promised to get for him abroad which he failed to do and has only repaid him the sum of N550,000.00 (Five Hundred and Fifty Thousand Naira) only.

A plea of not liable was entered for the defendant. In proof of his case the claimant gave evidence as CW1 and tendered 3 exhibits- Exhibits "A1"- "A3". The defendant did not defend his case.

The claimant's case is as follows:

CW1, Onyekachi Iheanacho said that sometime in 2019 he made the defendant aware that he has a land in Port Harcourt and they were contemplating whether to sell the land. They held a 3 day programme in which the defendant who is a Pastor informed him that God told him that he should sell the land which he did after sometime. That after he sold the land they agreed that the defendant will get him a visa and his wife will use the rest of the money to do

business. That after sometime the defendant said he should give him the sum of N300,000.00 through bank transfer to enable him secure a job for him which he did but the defendant did not secure the job for him. Further that soon after this the defendant asked him for the sum of N1 Million to enable him get the visa and also to secure the job for him on line, which he transferred the money to the defendant's account but till date the defendant has not secured the visa and the job, saying that Corona virus delayed things. Also that sometime in August 2020 the defendant approached him and his wife saying his wife wanted to deliver and appealed that they lend him the sum of N1.5 Million and he transferred the sum of N1 Million to the defendant's account. He tendered 3 transfer duplicate forms which he used in transferring money to the defendant as Exhibit "A1" – "A3". That he transferred a total sum of N2.8 Million to the defendant and he has paid him back a total of N550,000.00.

That he has continued to demand for his money and as the defendant was no longer forthcoming he took this action against him in order to recover his money.

At the close of the evidence of CW1 the defendant was not in court to cross examine CW1 and was foreclosed for cross examining CW1 and the matter was adjourned for defence. On the 18th day of October 2023 when the matter came up for defence the defendant was not in court to defend this suit and was foreclosed from defending this suit. The claimants counsel then applied that he was waiving his right to final address and that the court enter judgment based on the evidence of the claimant.

I have reviewed the evidence of the claimant CW1 and taken into consideration all the exhibits tendered. An undefended case requires a minimum of proof.

The claimant CW1 has given evidence of how the claimant obtained a total sum of N2.8 Million from him in order to secure him a visa, secure a job for him and to support the defendant's wife who was about to deliver. He has tendered Exhibits "A1" – "A3" 3 transfer duplicate forms from his bank which he used in transferring money to the defendant. He has also given evidence that the defendant has paid back the sum of N550,000.00.

The claimant's evidence was not challenged and when evidence is not challenged, the court ought to accept such evidence as proof of the issue in contest.

See the case of **FOLARIN & ANOR VS SHALOUB (1994) 3 NWLR (Pt. 553) page 413 at 443, paras B-H**. Also see **OKUPE V IFEMACHI (1974) 3 SC Page 97 at 103**. I hereby hold that the claimant has proved his claim on the preponderance of evidence to be entitled to Judgment.

Court: The defendant is to pay to the claimant the sum of N2,250,000,00 (Two Million Two Hundred and Fifty Thousand Naira) only, being the balance of the money which the defendant has left unpaid after the claimant had given him the total sum of N2,800,000.00 (Two Million Eight Hundred Thousand Naira) only, to secure visa for him, a job for him and to support his wife who was about to deliver which the defendant failed to secure the visa and the job and has only repaid the sum of N550,000.00 (Five Hundred and Fifty Thousand Naira) only to the claimant.

Signed:
A. O. Amadi-Nna, Esq.
Chief Magistrate GD.1
26/10/2023

IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA
IN THE PORT HARCOURT MAGISTERIAL DISTRICT
HOLDEN AT PORT HARCOURT

ON WEDNESDAY THE 1ST DAY OF NOVEMBER, 2023
BEFORE HIS WORSHIP A. O. AMADI-NNA, ESQ
CHIEF MAGISTRATE GD.1

SUIT NO. PMC/SCC/151/2023

BETWEEN

ROSEMARY ALAROIGONI INKO-DOKUBO

VS

CHRISTIAN EMMANUEL OWO ESQ.

Parties absent.

R. Igwe appear for the claimant

Matter is for judgment.

JUDGMENT

The claimant's claim against the defendant is for the sum of N250,000.00 (Two Hundred and Fifty Thousand Naira) which she gave to the defendant to assist her after the defendant had informed her that she collected money from the members of her Cooperative to supply rice for them to share at Christmas which she gave the defendant the money but has remained unpaid till date.

In proof of her case the claimant gave evidence as CW1 and tendered one Exhibit – Exhibit "A", her bank statement from Access Bank in evidence and did not call any other witness while the defendant did not defend this case and did not appear before this court.

The claimant's case is as follows:

CW1, Rosemary Alaroigoni Inko-Dokubo said the defendant who is legal practitioner colleague and worship in the same church with her approached her on the 23rd day of December 2020 that she collected money from members of her cooperative to buy rice for them to share that Christians and they had fixed the date of 24th day of December 2020 to share the rice amongst themselves. That unfortunately for her she had tempered with the money and required the sum of

N250,000.00 to make up the money she tampered with belonging to members of the cooperative. Further that she should assist her with the sum of N250,000.00 so that she will not be embarrassed by the members of the cooperative and that she will return the money on the 30th day of January 2021.

The defendant further told her that she owns a property at Obigbo which was leased out and issued as a primary school and the proprietor of that school pays rent every January. That based on that assurance and being a colleague and a church member she transferred the sum of N250, 000.00 to the defendant's account from her Access Bank savings account No. 0715973612. She tendered her statement of account as Exhibit "A". She further said that having given the defendant this money the defendant did not pay despite demanding for the money severally from her. The defendant stopped attending several meetings they attend together. She made a formal report to the church and the church invited the defendant and her husband but they refused to come or answer to the complaint made.

She now filed this claim in court. She prayed the court to help her recover her money.

On the 23rd day of October 2023, when the matter came up for cross examination of CW1, the defendant was not in court to cross examine CW1 and was foreclosed from cross examining CW1.

The claimant's counsel then informed the court that they have closed their case and the matter was adjourned for defence.

On the 26th day of October 2023 when the matter came up for defence the defendant was not in court to defend the claim against her and was foreclosed from defending this suit. Claimant's counsel informed the court that they were waiving their right to final address and urged the court to enter judgment in favour of the claimant.

I have reviewed the evidence of CW1 for the claimant and taken into consideration Exhibit "A" tendered.

The lone issue that arise for determination is “Whether the claimant has proved her claim to be entitled to judgment”?

An undefended case require a minimum of proof.

The claimant CW1 has given evidence of how she gave the defendant the sum of N250,000.00 after the defendant came to her to assist her with the sum of N250,000.00 which the defendant promised to return the money on the 30th day of January 2021. The claimant has also given evidence that the defendant has failed to return her money till date despite demanding for the money. She has tendered as Exhibit “A” her Access Bank Statement of account showing the transfer she made to the defendant’s account from her Access Bank account.

The claimant’s evidence was not challenged when evidence is not challenged, the court ought to accept such evidence as proof of the issue in contest. See the case of **FOLARIN & ANOR V SHALOUB (1994) 3 NWLR (Part 333) page 413 at 443 paras B-H**. Also see **OKUPE V IFEMACHI (1974) 3 SC Page 97 at 108**.

I hereby hold that the claimant has proved his case to be entitled to Judgment.

Accordingly Judgment is hereby entered in favour of the claimant in the following terms;

Court:

1. The defendant is to pay to the claimant the sum of N250,000.00 (Two Hundred and Fifty Thousand Naira) which the claimant gave to the defendant to pay back money which the defendant collected from members which the defendant has failed to pay back to the claimant till date.
2. The defendant is to pay to the claimant the sum of N50,000.00 as cost.

Signed:
A. O. Amadi-Nna, Esq.
Chief Magistrate GD.1
1/11/2023

IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA
IN THE PORT HARCOURT MAGISTERIAL DISTRICT
HOLDEN AT PORT HARCOURT

ON WEDNESDAY THE 1ST DAY OF NOVEMBER, 2023
BEFORE HIS WORSHIP A. O. AMADI-NNA, ESQ
CHIEF MAGISTRATE GD.1

SUIT NO. PMC/SCC/154/2023

BETWEEN

IBINYE DAN-JUMBO

VS

LEADWAY ASSURANCE COMPANY LIMITED

Claimant present.

G. K. Elikor appear for the claimant.

Matter is for judgment.

JUDGMENT

The claimant claims against the defendant as follows;

1. The sum of N2,200,000.00 (Two Million Two Hundred Thousand Naira) for 2 assurance policies she entered with the defendant for a period of 3 years from 2019 – 2022 vide No. LS P/90 32943 and No. DAP19032942 for N1,100,000.00 (One Million One Hundred Thousand Naira) each which after the claimant had completed her payment, the defendant turned around claiming that the claimant had an outstanding payment for 2 months on each policy and refused to pay her.
2. The sum of N1,000,000.00 as damages.
3. The sum of N500,000.00 as cost of litigation.

A plea of not liable was entered for the defendant.

In proof of her case, the claimant gave evidence as CW1 and tendered 15 exhibits –

Exhibits: "A1", "A2", "B1", "B2", "C1", "C2", "C3", "D1", "D2", "E1", "E2", "F1", "F2", "F3 and G while the defendant did not defend this suit and did not appear before this court.

CW1, Ibinye Dan Jumbo said she entered into a policy with the defendant through their agent and they agreed the sum of N50,000.00 per month for 3 years and she gave them the sum of N100,000.00 to pay for 2 months of October and November 2019. That after the first payment they brought the policy document and she agreed with the agent for one policy of N50,000.00 per month.

The agent later informed her that his boss said he should share the policy into 2 since she was about to retire. She told him she could not pay N50,000.00 for each of the policy each month from her salary since she has responsibilities and the agent said she can pay what she has. She therefore decided to be paying N30,000.00 for each of the policy for a period of 3 years from October 2019 to September 2022. At the expiration of the policy she asked for her statement. That when they brought it, instead of a total of N1,100,000.00 she saw N1,040,000.00 which was short of N60,000.00 in each of the policies. Further that when she asked they said the months of May and October 2020 were not paid.

Also that she presented the receipts to them and all efforts to make them reconcile the policy to make them pay her money failed so she contacted a lawyer who wrote them on several occasions and all attempts failed. She prayed the court to compel the defendant to pay her her money. Further that the policy ended in September 2022 over a year now. That she had intended to use the proceeds from this policy to start something before she retired. That she retired in September 2023 and does not have any means of livelihood. They have not started paying her her pension. That both policies are supposed to be N2, 200,000.00. She tendered Exhibits "A1, "A2, B1,

B2”, C1”, C2”, C3”, D1”, “D2, “E1, “E2, F1”, “F2”, “F3” and G in support of her evidence.

At the conclusion of the evidence in chief of the CW1, the claimant the defendant was not in court to cross examine CW1 and was foreclosed from cross examining CW1.

The case came up for defence on the 23rd day of October 2023 and the defendant was not in court to defend its case and was foreclosed from defending this case.

On the 26th day of October, 2023 when the matter came up for adoption of final written address, claimant’s counsel informed the court that they were waiving their right to final written address and urged the court to enter Judgment based on the evidence of the claimant.

I have reviewed the evidence of CW1 the claimant. I have also taken into consideration all the 15 exhibits tendered.

The issue that arise for determination is “whether the claimant has proved her case on the preponderance of evidence to be entitled to Judgment?”.

CW1 the claimant has given evidence of how she entered into an assurance only with the defendant through their agent and how after some initial payments they later agreed that she should be paying the sum of N30,000.00 per policy per month which she paid for 3 years from October 2019 to September 2022. She has also given evidence that at the end of her policy she asked for her statement and saw that it was short of N60,000.00 for each policy and that since then she has not been paid her money. She has tendered 15 exhibits in support of her evidence- Exhibits, “A1, “A2, “B1, “B2”, “C1”, C2”, “C3, “D1”, “D2”, “E1”, “E2”, “F1”, “F2”, “F3” and “G” in support of her case.

The defendant did not defend this case and never appeared before this court.

An undefended case requires a minimum of proof.

The claimant's evidence was not challenged. When evidence is not challenged the court ought to accept such evidence as proof of the issue in contest. See the case of **FOLARIN & ORS vs SHALOUB (1994) 3 WLR (Part 333) page 413 at 443 paras B-H. Also see OKUPE v IFEMACHI (1974) 3 SC page 97 at 103.**

I hereby hold that the claimant has proved her case on the preponderance of evidence to be entitled to Judgment.

I hereby hold that Judgment is hereby entered in favour of the claimant as follows:-

Court:

1. The defendant is to pay to the claimant the sum of N2,200,000.00 (Two Million Two Hundred Thousand Naira) for 2 assurance policies the claimant entered with the defendant for a period of 3 years from 2019 – 2022 Viz No. LS P19032943 and No. DAP19032942 for N1,100,000.00 (One Million Naira) for each policy which after the claimant had completed the payment, the defendant turned around and claimed that the claimant had an outstanding payment for 2 months on each policy and refused to pay the claimant for the money.
2. The defendant is to pay to the claimant the sum of N300,000.00 as general damages.
3. The defendant is to pay to the claimant the sum of N200,000.00 as cost.

Signed:
A. O. Amadi-Nna, Esq.
Chief Magistrate GD.1
1/11/2023