

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 8, ON  
THE 16<sup>th</sup> OF FEBRUARY, 2024.

SUIT NO. PMC /SCC/18/2024

OYETAYO YINKA VICTOR

}

CLAIMANT

AND

1. REUXVILLE HOME LTD
2. JOSHUA OKORIE

}

DEFENDANTS

**JUDGMENT**

This is the final judgment in this suit wherein the small claim before the court, dated and filed on the 25<sup>th</sup> of February, 2024 is for:

1. An order of this Court compelling the defendants to pay the Claimant, the sum of N1710,000.00 (One Million , Seven Hundred And Ten Thousand Naira Only) representing money owed to the Claimant by the defendants.
2. The sum of N500,000 (Five Hundred Thousand Naira ) only being and representing damages for trauma caused by the defendants withholding the Claimant's money for over three years.
3. An order of this Court compelling the defendants to pay to the Claimant, the sum of N200, 000 as cost of litigation.

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

On the 7<sup>th</sup> February, 2024, an application to enter plea of not liable for the Claimant was granted and the matter was set down for hearing.

On the 12<sup>th</sup> February, 2024, the Claimant attorney, Lucky Wodike Esq testified as CW1 and stated that he is the attorney of the Claimant in this suit and has a Power of Attorney to that effect. That he wants to adopt his written deposition on oath wherein he states that the 1<sup>st</sup> defendant is a limited liability company involved in the business of real estate for short lets apartments and that the 2<sup>nd</sup> defendant is the managing director and owner of the 1<sup>st</sup> defendant.

That on the 17<sup>th</sup> of December, 2023, the Claimant gave to the defendants, the sum of N1710,000 for accommodation in a short let apartment for himself and his family for Christmas. That the Claimant was supposed to move in for a short stay of 9 days into a 3 bedroom luxury apartment from the 24<sup>th</sup> of December, 2023 to the 3<sup>rd</sup> day of January, 2024.

That the defendants received the money through the account number 1017846269, Zenith Bank Plc but failed /refused and or neglected to provide the accommodation. That as a result, the Claimant and his family who already prepared to leave their home and fumigate same got stranded. That the Claimant had to pay an excess of N1,000,000.00(One Million Naira) only for another apartment being already stranded.

Testifying further, the CW1 stated that several demands for his money fell on deaf ears, That on the 10<sup>th</sup> of January, 2024, he served the defendants with a demand notice for the said sum. That without the intervention of the Court, the defendants will not pay the claimant the sum owed.

The CW1 identifies the Power of Attorney, certificate of compliance, whatsapp message, transaction receipt from providus bank, and providus bank statement of Account. The Claimant counsel applies to tender same in evidence. Power of Attorney dated 8<sup>th</sup> January, 2024, certificate of compliance, whatsapp message printout transaction receipt from Providus bank, and Providus bank statement of Account are admitted in evidence as Exhibits **A,B,C,D and E** respectively.

Concluding the CW1 prays the court for an order of this Court compelling the defendants to pay the Claimant, the sum of N1710,000.00 (One Million , Seven Hundred And Ten Thousand Naira Only) representing money owed to the Claimant by the defendants. The sum of N500,000 (Five Hundred Thousand Naira) only being and representing damages for trauma caused by the defendants withholding the Claimant's money for over three years. An order of this Court compelling the defendant to pay to the Claimant, the sum of N200, 000 as cost of litigation.

At the end of the evidence of CW1, The Claimant Counsel informs the Court that this is the close of the Claimant's case and in the light of the filed hearing notice dated and affidavit of service both dated 7<sup>th</sup> February, 2024 before the Court, the defendants was 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 defendants 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 hereby holds that the claimant has discharged the burden of proving that he is entitled to his claim before the Court.

**IT IS THUS ADJUDGED** that the Defendants to pay the Claimant, the sum of N1710,000.00 (One Million , Seven Hundred And Ten Thousand Naira Only) representing money owed to the Claimant by the defendants.

**IT IS ALSO ADJUDGED** that the defendants to pay to the Claimant, the sum of N500, 000 (Five Hundred Thousand Naira) only being and representing damages for trauma caused by the defendants withholding the Claimant's money for over three years.

**IT IS FURTHER ADJUDGED** that the ~~2nd~~<sup>S</sup> defendant to pay to the Claimant, the sum of **N200, 000** (Two Hundred Thousand Naira) as cost of litigation.

**AND IT IS ORDERED** that the ~~2nd~~<sup>S</sup> defendant to pay the Claimant, the total sum of **N2,410,000** (Two Million, Four Hundred And Ten Thousand Naira) broken down as follows : N1710,000.00 (One Million , Seven Hundred And Ten Thousand Naira Only) representing money owed to the Claimant by the defendants ; the sum of N500,000(Five Hundred Thousand Naira) as general damages and the sum of N200,000( Two Hundred Thousand Naira) as cost of litigation on or before **the 29<sup>th</sup> February, 2024**.

**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.I  
SIGN.....DATE.....

**G.CHINYERE AMADI. ESQ.  
CHIEF MAGISTRATE G.D.I**