

IN THE MAGISTRATES' COURT OF RIVERS STATE OF NIGERIA
IN THE PORT HARCOURT MAGISTERIAL DISTRICT
HOLDEN AT SMALL CLAIMS COURT 3, PORT HARCOURT
BEFORE HIS WORSHIP COLLINS G. ALI ESQ.,¹ TODAY THURSDAY, THE 8TH
DAY OF JUNE, 2023.

SUIT NO.: PMC/SCC/42/2023.

BETWEEN:

SIMEON OKECHUKWU ECHEONWU

CLAIMANT

AND

JAJA IYERIFAMA GODSWILL

DEFENDANT

Case called.

Claimant present.

Defendant absent.

JUDGMENT

The Claimant commenced this case against the Defendant on the 11th May 2023 after serving the Defendant with the mandatory demand notice on the 8th March 2023 as required under Art. 2 (e) RSSCC (Practice Direction) 2023. By the summary of claim contained in the summons, the Claimant claims against the Defendant as follows:-

1. Debt / Amount Claimed - ₦1,019,900.00

2. Cost / Damages - ₦255,000.00

Total = ₦1,274,900.00

The Defendant was served with the claim and summons by substituted means on the 22nd May 2023 as shown in the affidavit of service deposed by Obodo Chinonyerem Eze a Bailiff of Court attached to the Small Claims Court, Port Harcourt. When the case came up on the 31st May 2023, the Defendant failed to appear in Court despite been served with summons and claim on the 22nd May 2023. Following the non-appearance of the Defendant, the case was adjourned to the 2nd June 2023 for trial.

¹ LL B, LL M, BL, A. IDRI, Chief Magistrate Grade II, and the Presiding Magistrate, Small Claims Court 03, Port Harcourt, Rivers State.

Claimant in proof of his claim testified as CW1 and tendered bank statements of account, whatsapp chat between him and the defendant with affidavit of compliance as exhibits. The exhibits were received in evidence and marked as follows:

1. Claimant's FCMB statement for 24/08/2022 to 03/09/2022 - Exhibit A
2. Claimant's Polaris Bank statement for 21/08/2022 to 03/09/2022 - Exhibit A1
3. Whatsapp chat between the parties from 26/08/2021 to 12/04/2023 - Exhibits B to B18.
4. Affidavit of Compliance dated 02/06/2023 - Exhibit C

The summary of the Claimant's case by the evidence before the Court unchallenged, is that the Defendant his friend was in a deep financial distress on the 22/08/2022 and requested for loan of ₦5million out of which the Claimant was able to raise a total of ₦1,019,000.00 for the Defendant through bank transfers from the Claimant's Polaris Bank and FCMB accounts as shown in Exhibits A and A1. The Defendant according to the Claimant eventually used the money to solve his problem but have since failed to refund him despite repeated demands. The Claimant tendered whatsapp messages between him and the Defendant wherein the Defendant acknowledged the debt but failed to pay up as promised.

The Claimant's evidence is unchallenged and uncontroverted as the Defendant who is aware of the pendency of the suit failed to appear in Court. The law is that where the evidence given by the Claimant is unchallenged and uncontroverted, and particularly where the opposite party or side had the opportunity to do so, it is always open to the trial Court seised of the matter to accept and act on such unchallenged or uncontroverted evidence before it. See *Owners of M/V Gongola Hope & Anor. v Smurfit Cases (Nig) Ltd & Anor. [2007] LPELR-2849 (SC)*. I accept the unchallenged evidence of the Claimant as truth. The law is also settled that a cause of action in a suit for recovery of debt accrue when a debtor fails to pay his debt after a demand to pay the debt has been made. See *Akinsola & Anor. v Eyinnaya [2022] LCN/16153 (CA)*. I hold that the Claimant has proved his case and is entitled to the reliefs sought.

Judgment is hereby entered for the Claimant and against the Defendant as follows:

1. The Defendant is hereby ordered to pay the sum of ₦1,019,900.00 (One Million, Nineteen Thousand, Nine Hundred Naira) only to the Claimant forthwith.
2. The Defendant is ordered to pay the sum of ₦255,000.00 (Two Hundred and Fifty-Five Thousand Naira) only as general damages to the Claimant forthwith.



C. G. Ali Esq.
Chief Magistrate Grade II
08/06/2023



C. G. ALI, Esq.